

JEFFERY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire
OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

September 9, 2014

To Members of the Long Range Capital
Planning and Utilization Committee

The Long Range Capital Planning and Utilization Committee, as established by RSA 17-M, of which you are a member, will hold a regular business meeting on **Tuesday, September 16, 2014, at 11:00 a.m.** in Room 201 of the Legislative Office Building.

Please find attached information to be discussed at this meeting

Sincerely,

A handwritten signature in cursive script that reads "Jeffery A. Pattison".

Jeffery A. Pattison

Legislative Budget Assistant

JAP/pe
Attachments

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
AGENDA

Tuesday, September 16, 2014 at 11:00 a.m. in Room 201 of the Legislative Office Building

- (1) **Acceptance of Minutes** of the June 24, 2014 meeting

- (2) **Old Business:**

The Community College System of New Hampshire will present a status update to the Committee regarding the sale of the 89.9 +/- acres, consisting of a 100,035 +/- square foot building located at 275 Portsmouth Avenue, Stratham to Juliet Marine Systems, Inc., as the Due Diligence Period ends September 15, 2014.

- (3) **New Business:**

RSA 4:40 Disposal of Real Estate:

LRCP 14-026 Department of Administrative Services – request approval to amend the Use of Premises Agreement with the County of Hillsborough, 329 Mast Road, Goffstown, NH 03045 for leasing of state owned property located in the Hillsborough County Superior Court located at 300 Chestnut Street, Manchester, NH, to extend the expiration date from September 30, 2014 to December 31, 2017, for an amount not to exceed \$392,043.36, for the schedule of annual rent as specified in the request dated June 25, 2014 (LRCP 11-029 originally approved August 23, 2011)

LRCP 14-029 Department of Administrative Services – request approval to enter into a three (3) year Use of Premises Agreement with the Town of Jaffrey, 10 Goodnow Street, Jaffrey, NH for state owned property located in the 8th Circuit Court – District Division – Jaffrey, 84 Peterborough Street, Jaffrey, NH for the term of November 1, 2014 to October 31, 2017, for an amount not to exceed \$11,952, for the schedule of annual rent as specified in the request dated August 5, 2014

LRCP 14-030 Department of Administrative Services – request approval to enter into a listing agreement with Gallo Realty Group NH, LLC for a term of up to one (1) year to market and sell the property located at 84 Iron Works Road in the City of Concord, including a 2-story wood frame building with approximately 5,180 square feet above grade space, an attached 2-story timber frame barn of approximately 5,049 square feet, and approximately 3.20 acres of land for \$210,000, allowing negotiations within the Committee's current policy guidelines, plus an Administrative Fee of \$1,100, as specified in the request dated September 2, 2014

- (4) **Miscellaneous:**

- (5) **Informational:**

LRCP 14-027 New Hampshire Council on Resources and Development – One (1) Memorandum regarding Surplus Land Review for; Laconia SLR 14-023

LRCP 14-028 Orr & Reno – informational copy of an Order *Nisi* issued by the NH Public Utilities Commission on August 4, 2014 (Order No. 25,702) with regard to the Granite State Gas Transmission, Inc. license to build and maintain an interstate natural gas pipeline beneath the Squamscott River (LRCP 14-015, originally approved May 13, 2014)

(6) **Date of Next Meeting and Adjournment**

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE

MINUTES

June 24, 2014

The Long Range Capital Planning and Utilization Committee met on Tuesday, June 24, 2014 at 11:00 a.m. in Room 201 of the Legislative Office Building.

Members in attendance were as follows:

Representative David Campbell, Chairman

Representative Gene Chandler

Representative John Cloutier, Clerk

Representative Alfred Lerandean

Senator David Boutin

Senator Sylvia Larsen

Senator James Rausch

Senator Nancy Stiles

Gerard Murphy, Governor's Office

Michael Connor, Department of Administrative Services

Representative Campbell called the meeting to order at 11:03 a.m.

ACCEPTANCE OF MINUTES:

On a motion by Senator Stiles, seconded by Senator Larsen, that the minutes of the May 13, 2014 meeting be accepted as written. MOTION ADOPTED.

NEW BUSINESS:

RSA 4:39-b APPROVAL OF STATE AGENCY LEASES EXCEEDING 5 YEARS:

LRCP 14-020 Department of Health and Human Services – Mary Ann Cooney, Associate Commissioner, Department of Health and Human Services presented the request and responded to questions of the Committee.

On a motion by Senator Larsen, seconded by Representative Lerandean, that the Committee approve the request of the Department of Health and Human Services, Office of Business Operations, Bureau of Facilities and Assets Management, for approval of a ten-year term renewal lease agreement, effective July 17, 2014, with Peak Three Associates, LLC, 84 Edencroft Road, Littleton, NH 03561, for approximately 13,275 square feet of office space located at 80 North Littleton Road-Ground Floor, Littleton, NH 03561, with occupancy of the premises and commencement of rental payment to begin October 1, 2014, following completion of all renovations as specified, with an end date of September 30, 2024, for a total lease cost of \$2,631,370.50, for the schedule of annual rent as specified in the request dated June 5, 2014. MOTION ADOPTED.

RSA 4:39-c DISPOSAL OF HIGHWAY OR TURNPIKE FUNDED REAL ESTATE:

LRCP 14-019 Department of Transportation – Charles Schmidt, PE, Administrator, and Phillip Miles, Chief Property Manager, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Representative Chandler, seconded by Senator Stiles, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to sell a 3.31 +/- acre parcel of State owned land located on the easterly side of NH Route 25 in the Town of Wentworth by a sealed bid process to the abutters with a minimum bid price of \$17,100, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 10, 2014. MOTION ADOPTED.

LRCP 14-021 Department of Transportation – Charles Schmidt, PE, Administrator, and Phillip Miles, Chief Property Manager, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Senator Stiles, seconded by Representative Chandler, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to extend the listing agreement with Parade Properties for a term of six (6) months, keeping the current listing price of \$25,000, allow negotiations within the Committee's current policy guidelines, and assess an \$1,100 Administrative Fee, to sell a 0.34 +/- acre parcel of State owned land located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury, subject to the conditions as specified in the request dated June 10, 2014. MOTION ADOPTED.

This item (LRCP 13-022) was originally approved by the Long Range Capital Planning and Utilization Committee on May 14, 2013, and subsequently amended (LRCP 13-049) on November 23, 2013.

LRCP 14-022 Department of Transportation – Charles Schmidt, PE, Administrator, and Phillip Miles, Chief Property Manager, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee. David Plante, Project Manager, Public Service of New Hampshire, was also present to respond to questions of the Committee.

On a motion by Senator Boutin, seconded by Senator Rausch, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to sell a 5.32 acre Utility Easement over State owned land located on the northerly side of Quarry Road in the Town of Troy directly to Public Service of New Hampshire for \$7,700, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 10, 2014. MOTION ADOPTED. (8-Yes, 1-No)

LRCP 14-023 Department of Transportation – Charles Schmidt, PE, Administrator, and Phillip Miles, Chief Property Manager, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee. David Plante, Project Manager, Public Service of New Hampshire, was also present to respond to questions of the Committee.

On a motion by Senator Boutin, seconded by Senator Rausch, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to sell a 4.72 acre Utility Easement over State owned land located on the southerly side of Monadnock Street in the Town of Troy directly to Public Service of New Hampshire for \$7,300, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 10, 2014. MOTION ADOPTED. (8-Yes, 1-No)

RSA 228:31-b DISPOSAL OF HIGHWAY OR TURNPIKE FUNDED REAL ESTATE:

LRCP 14-018 Department of Transportation – Charles Schmidt, PE, Administrator, and Phillip Miles, Chief Property Manager, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Representative Cloutier, seconded by Senator Boutin, that the Committee approve that request of the Department of Transportation, Bureau of Right-of-Way, to transfer a 6.7 +/- acre parcel of State owned land with improvements located on the northeasterly side of NH Route 112 in the Town of Conway to the New Hampshire Fish and Game Department, at no cost, subject to the conditions as specified in the request dated May 30, 2014. **The Long Range Capital Planning and Utilization Committee wanted to clarify that the Committee has no authority to approve the request of the New Hampshire Fish and Game Department to name the parcel after Conservation Officer Sgt. Brian E. Abrams.** MOTION ADOPTED.

RSA 228:67 DISPOSITION OF ACQUIRED OR ABANDONED RAIL PROPERTIES:

LRCP 14-017 Department of Transportation – Louis Barker, Railroad Planner, Bureau of Rail and Transit, Department of Transportation, and Benjamin Wilson, Director, Bureau of Historic Sites, Department of Resource and Economic Development presented the request and responded to questions of the Committee.

On a motion by Senator Boutin, seconded by Senator Larsen, that the Committee approve the request of the Department of Transportation, Bureau of Rail and Transit, to transfer ownership and management of the Gerrish Depot on the State-owned Northern Railroad in Boscawen, NH to the Department of Resources and Economic Development (DRED), at no cost, for rehabilitation, historic preservation, and management as a recreational facility, subject to the conditions as specified in the request dated May 20, 2014. MOTION ADOPTED.

LATE ITEM:

LRCP 14-025 Department of Resources and Economic Development – Christopher Gamache, Chief Supervisor, Bureau of Trails, Division of Parks and Recreation, Department of Resources and Economic Development presented the request and responded to questions of the Committee.

On a motion by Representative Chandler, seconded by Senator Stiles, that the Committee approve the request of the Department of Resources and Economic Development, Division of Forests and Lands, to exchange a 50 by 100 foot wide right of way over a portion of the state-owned land known as the "Presidential Rail Trail" in the Town of Jefferson (formerly Boston and Maine RR, Berlin Branch) to Muddy Paw Land Holding, LLC, for a 30 by 1500+/- foot wide trail easement on Muddy Paw property from the trail to the boundary with the White Mountain National Forest in the Town of Jefferson, at no cost, subject to the conditions as specified in the request dated June 16, 2014. MOTION ADOPTED.

INFORMATIONAL:

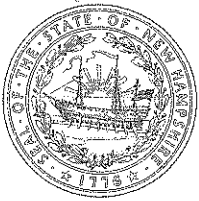
The informational materials were accepted and placed on file.

DATE OF NEXT MEETING AND ADJOURNMENT:

The next regular meetings of the Long Range Capital Planning and Utilization Committee were set for Tuesday, September 16, 2014 at 11:00 a.m. and Tuesday, November 18, 2014 at 11:00 a.m.

On a motion by Senator Boutin, seconded by Representative Lerandeau, that the meeting adjourn. (Where upon the meeting adjourned at 11:27 a.m.)

Representative John R. Cloutier, Clerk



State of New Hampshire

LRCP

14-026

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street - Room 120

Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

June 25, 2014

The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
Legislative Office Building - Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

In accordance with RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to amend the Use of Premises Agreement with the County of Hillsborough, 329 Mast Road, Goffstown, NH 03045 ("County") for leasing of state owned property located in the Hillsborough County Superior Court located at 300 Chestnut Street, Manchester, NH, to extend the expiration date from September 30, 2014 to December 31, 2017, for an amount not to exceed \$392,043.36. **100% Agency Income**

EXPLANATION

The original use of premises agreement with the County was approved by Governor and Council on September 28, 2011, item #25. This agreement was for a three-year term commencing October 1, 2011 and set to expire September 30, 2014.

The County wishes to amend the Use of Premises Agreement for state owned property comprised of 9,433 square feet of office space on the lower level and the first floor of the Hillsborough County Superior Court North Courthouse, 300 Chestnut Street, Manchester, NH. The Department of Administrative Services, Bureau of Court Facilities, has no need for the space and the County is well satisfied with the premises and benefits from close adjacency to daily court business.

The rental income to the State shall be as follows during the extended term:

<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>Total</u>
\$88,890	\$120,000	\$121,800	\$61,353.36	\$392,043.36

The NH Council on Resources and Development ("CORD") committee met on November 3, 2004 and granted the request made by the Department of Administrative Services for blanket approval to enter into this type of agreement within state owned courthouses. A copy of this letter is attached.

The office of the Attorney General has reviewed and approved this agreement.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

AMENDMENT

This Agreement (the "Amendment") is dated this 2nd day of June, 2014, and is by and between the State of New Hampshire acting by and through the Department of Administrative Services, Bureau of Court Facilities, (the "Landlord") and the County of Hillsborough (the "Tenant") with a place of business at 329 Mast Road, Goffstown, N.H.

Whereas, pursuant to a three (3) year Use of Premises Agreement (the "Agreement") for 9,433 square feet of space located on the lower level and first floor of the Hillsborough County Superior Court North Courthouse, 300 Chestnut Street, Manchester, N.H. (the "Premises") which commenced October 1, 2011 and is set to expire September 30, 2014, was first entered into on July 12, 2011 and approved by the Long Range Capital Planning and Utilization Committee on August 23, 2011 and the Governor & Executive Council on September 28, 2011 (item #25), the Landlord agreed to lease the Premises upon the terms and conditions specified in the Agreement, and in consideration of payment by the Tenant of certain sums specified therein; and

The Tenant is well satisfied with their rental premises in the Hillsborough County Superior Court North facility and therefore would like to extend the current Agreement's expiration date from September 30, 2014 to December 31, 2017;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Landlord and Tenant hereby agree to amend the Agreement as follows:

Amendment of Agreement:

3.1 Term: The expiration date of the current Agreement, September 30, 2014, is hereby amended to expire no later than December 31, 2017.

4.1 Rent: The current annual rate of \$117,346.56 (approx. \$12.44 per square foot) shall remain in effect until December 31, 2014 and thereafter the rental rate escalation shall be 1.5% per year as per the payment schedule table.

Year	Term	SF Cost	Monthly Rent	Annual Rent	Approx. Increase
1	October 1, 2014 to December 31, 2014	12.44	\$9,778.88	\$ 29,336.64	
2	January 1, 2015 to December 31, 2015	12.63	\$9,925.56	\$119,106.72	1.5%
3	January 1, 2016 to December 31, 2016	12.82	\$10,074.44	\$120,893.28	1.5%
4	January 1, 2017 to December 31, 2017	13.01	\$10,225.56	\$122,706.72	1.5%
Total Rent Due for the Four Year Term:				\$392,043.36	

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Long Range Capital Planning and Utilization Committee and the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 2nd day of June 2014.

The State of New Hampshire
Department of Administrative Services

By: Linda M. Hodgdon
Linda M. Hodgdon, Commissioner

County of Hillsborough, by its
Board of Commissioners

By: Toni H. Pappas
Toni H. Pappas, Chairman

By: Carol H. Holden
Carol H. Holden, Vice Chairman

By: Sandra Ziehm
Sandra Ziehm, Clerk

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE
STATE OF NEW HAMPSHIRE

Personally appeared before me the undersigned officers, the above named
Sandra Ziehm, Known or satisfactorily
proven to be the person whose names are signed above, and acknowledged that
s/he executed this document in the capacity indicated above on this 2nd day of
June 2014.



Constance Beaulac
Justice of the Peace/Notary Public

This Is To Certify that the above Agreement has been reviewed by the Office of the
Attorney General and approved as to form, substance, and execution this 3rd day of July
2014.

Rosemary Kil
Signature

Approved by Governor and Council this _____ day of _____, 2014. Agenda Item# _____

CERTIFICATE FOR
MUNICIPALITIES

I, Sandra Ziehm, of The County of Hillsborough, Do hereby certify to the following assertions:

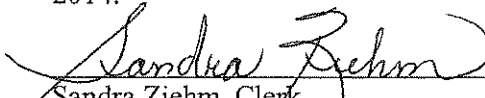
1. I am duly elected and acting Clerk for the Hillsborough County Board of Commissioners, which is in the State of New Hampshire;
2. I maintain and have custody of, and am familiar with, the minutes of the Hillsborough County Board of Commissioners;
3. I am fully authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Hillsborough County Board of Commissioners. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: June 2, 2014.

RESOLVED: That this County shall enter into a contract with the State of New Hampshire, acting by and through its Commissioner of Administrative Services, providing for the performance by Hillsborough County of certain services as documented within the foregoing Amendment and that the officials listed, the Hillsborough County Board of Commissioners, Toni H. Pappas, Chairman, Carol H. Holden, Vice-Chairman, and Sandra Ziehm, Clerk, on behalf of the County are authorized and directed to enter into the said Amendment contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of the County in order to accomplish the same.

RESOLVED: That the signature of the above authorized Commissioners of this County, when affixed to any instrument or document described in, or contemplated by, these resolutions, shall be conclusive evidence of the authority of said parties to bind this County, thereby:

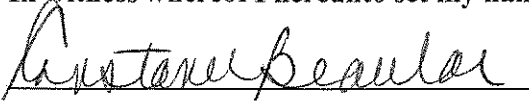
5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated:
 - a. Chairman, Board of Commissioners: Toni H. Pappas
 - b. Vice-Chairman, Board of Commissioners: Carol H. Holden
 - c. Clerk, Board of Commissioners: Sandra Ziehm

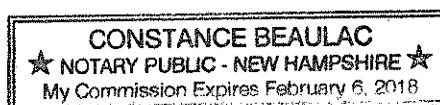
IN WITNESS WHEREOF: As the Clerk of this County, I sign below upon this date: June 2, 2014.


Sandra Ziehm, Clerk
In the State of New Hampshire, County of Hillsborough

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE, COUNTY OF HILLSBOROUGH
UPON THIS DATE, June 2, 2014, appeared before me, Constance Beaulac the undersigned officer personally appeared, Sandra Ziehm, who acknowledged herself to be Clerk of the Hillsborough County Board of Commissioners and that being authorized to do so he executed the foregoing instrument for the purposes therein contained, by signing by himself in the name of the County.

In witness whereof I hereunto set my hand and official seal.





CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045		Member Number: 608	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2013	7/1/2014	Each Occurrence	\$ 1,000,000
	7/1/2014	7/1/2015	General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	\$
			Disease - Each Employee	\$
			Disease - Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Courthouse Lease. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 10 days prior to cancellation.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of NH, Dept of Administrative Services Bureau of Court Facilities State House Annex, Room 420 25 Capitol St Concord, NH 03301					By: <i>Tammy Denver</i>
					Date: 6/17/2014 tdenver@nhprimex.org
					Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045	Member Number: 608	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>			<div style="display: flex; justify-content: space-between;"> <div>Each Occurrence</div> <div>\$</div> </div> <div style="display: flex; justify-content: space-between;"> <div>General Aggregate</div> <div>\$</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Fire Damage (Any one fire)</div> <div>\$</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Med Exp (Any one person)</div> <div>\$</div> </div>
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			<div style="display: flex; justify-content: space-between;"> <div>Combined Single Limit (Each Accident)</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Aggregate</div> <div></div> </div>
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2014	1/1/2015	<div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Statutory Each Accident Disease -- Each Employee Disease -- Policy Limit </div> <div> \$2,000,000 \$2,000,000 \$ </div> </div>
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			<div style="display: flex; justify-content: space-between;"> <div>Blanket Limit, Replacement Cost (unless otherwise stated)</div> <div></div> </div>

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH, Dept of Administrative Services Bureau of Court Facilities State House Annex, Room 420 25 Capitol St Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 6/17/2014 tdenver@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

New Hampshire Council on Resources and Development

Office of Energy and Planning
1 Regional Drive, Concord, NH 03301
Phone: 603-271-2155 | Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

November 29, 2004

Donald S. Hill, Commissioner
Department of Administrative Services
State House Annex, Room 120
25 Capitol Street
Concord, NH 03301

Dear Commissioner Hill:

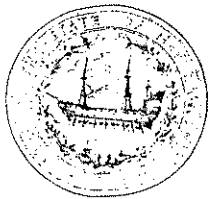
The Council on Resources and Development (CORD) met on November 3, 2004 and considered the request of the Department of Administrative Services for a blanket approval pursuant to RSA 4:40 to permit the Department to lease space within state owned courthouses. CORD agreed to grant this request, subject to the condition that such leases should be limited to county and municipal entities that contribute to the efficient operation of the courts.

If you have any questions about this matter, please feel free to call me at 271-2155.

Sincerely,


Mary Ann Manoogian
Chairman

cc: Peter Goodwin



LINDA M. HODGDON
Commissioner
(603) 271-3201

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street - Room 120
Concord, New Hampshire 03301

9/28/11
G+C
Item # 25

JOSEPH B. BOUCHAR
Assistant Commissioner
(603) 271-3204

September 8, 2011

His Excellency, Governor John H. Lynch
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a three (3) year Use of Premises Agreement with the County of Hillsborough, for an amount not to exceed \$345,248, for the leasing of state owned property located in the Hillsborough County Superior Courthouse (North), Manchester, NH. This Use of Premise Agreement, upon Governor and Executive Council, is effective from October 1, 2011 to September 31, 2014. **100% Agency Income.**

EXPLANATION

The County wishes to enter into a Use of Premises Agreement for state owned property comprised of 9,433 square feet of office space located in the Hillsborough County Superior Courthouse (North) in Manchester, N.H. The Department of Administrative Services, Bureau of Court Facilities has no need for the space, and will fiscally benefit from the lease agreement, while the County will benefit from close adjacency to daily Court business. The rental rate has been calculated to cover the cost of operations and any amortized capital expenses.

The rental income to the State shall be as follows during the term:

Year	Term	SF Cost	Monthly Rent	Annual Rent
1	October 1, 2011 to September 31, 2012	11.96	\$9,401.56	\$112,819
2	October 1, 2012 to September 31, 2013	12.20	\$9,590.22	\$115,083
3	October 1, 2013 to September 31, 2014	12.44	\$9,778.88	\$117,347
	Total Three Year Agreement			\$345,248

Rental Income shall be deposited into the following account:

01-14-14-141510-2045-406918 Bureau of Court Facilities - Rent/Court Facilities

The NH Council on Resources and Development ("CORD") committee met on November 3, 2004 and granted the Department of Administrative Service's request for blanket approval to enter into this type of agreement within state owned courthouses. A copy of this letter is attached.

The Office of the Attorney General has reviewed and approved this use of occupancy agreement.

Respectfully submitted,

Linda M. Hodgdon
Commissioner

AUG24'11 PM 3:23 DAS



LRCP 11-029

State of New Hampshire

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3181

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

August 23, 2011

Linda M. Hodgdon, Commissioner
Department of Administrative Services
25 Capitol Street, Room 120
Concord, New Hampshire 03301

Dear Commissioner Hodgdon,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on August 23, 2011, approved the request from the Department of Administrative Services, Bureau of Court Facilities, to enter into a three (3) year Use of Premises Agreement with the County of Hillsborough, for which the County shall pay in total \$345,248 for use of 9,433 square feet of office space located on state owned property located in the Hillsborough County Superior Courthouse (North), Manchester from October 1, 2011 to September 31, 2014, for the schedule of annual rent as specified in the request dated August 5, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Kane".

Michael Kane
Deputy Legislative Budget Assistant

MWK/pe
Attachment

AGREEMENT FOR USE OF PREMISES

This Agreement is made this 12 day of July, 2011, by and between the State of New Hampshire, Department of Administrative Services, Bureau of Court Facilities ("Department"), with a place of business at the State House Annex, Room 420, 25 Capitol Street, Concord, New Hampshire 03301 and the County of Hillsborough, acting by and through its Board of Commissioners ("County"), with a place of business at 329 Mast Road, Goffstown, New Hampshire 03045.

The Department hereby grants to the County, for a period of three (3) years, the right to use and occupy approximately 9,433 square feet of space (the "Premises"), as outlined in Exhibit A (attached herein), located at Hillsborough County Superior Court-North, 300 Chestnut Street, Manchester, N.H. The 9,433 square feet is comprised of: 3,459 SF of office space allocated to the Victims Witness Area on the lower level of the courthouse and 5,974 square feet of office space allocated to the County Attorney's Area on the first floor of the courthouse which includes the Sheriff's Office space. The County may use the Premises only for the purpose of providing the space as herein described and such other lawful uses incident thereto. The County shall have the right to use in common, with others entitled thereto, the parking areas, hallways, stairways, and elevators that may be necessary for access to the Premises and the lavatories appurtenant to the Premises. The County shall have the right to access and occupy the Premises prior to, during, and after the close of the Court's regular business hours. The County shall have no right to access restricted areas in the courthouse.

The use and occupancy by the County pursuant to this Agreement is granted subject to the following conditions:

1. Term: The Term of this Agreement shall be three (3) years, commencing on October 1, 2011 and continuing through the 31st day of September 2014.
2. Rent: The County agrees to pay rent, which is due without demand to the Department on the first day of each month in accordance with the following schedule of annual rent: Total Square Footage of Premises is 9,433.

Year	Term	SF Cost	Monthly Rent	Annual Rent
1	October 1, 2011 to September 31, 2012	11.96	\$9,401.56	\$112,818.72
2	October 1, 2012 to September 31, 2013	12.20	\$9,590.22	\$115,082.64
3	October 1, 2013 to September 31, 2014	12.44	\$9,778.88	\$117,346.56
Total Rent Due for the Three-Year Term:				\$345,247.92

3. Condition of Leased Premises: The County has inspected and knows the condition of the Leased Premises. It is understood that the Premises is in "as is" condition without any representation or obligation on the part of the Department to make any alterations, repairs, or improvements.

4. Parking: The Department shall provide fifteen (15) reserved parking spaces assigned to the County for use at the Premises as shown in Exhibit B (attached herein) depicting County parking spaces numbered 1-15 on site plan.
5. Utilities: The Department shall be responsible for arranging for and making payment directly to the provider of all utility services required for the leased premises, except for telephone and computer networking services. The County will pay directly to the provider all costs associated with their telephone services and computer networking services. The Department shall not be responsible for any claims or damages arising from interruption in utility services.
6. Janitorial Services and Maintenance by the Department: The Department shall provide janitorial services and maintenance to the Leased Premises, repairing and maintaining the building and grounds to which the Premises are a part at its own expense. Provision of janitorial services shall include trash removal from the Leased Premises, and snowplowing or snow removal services for the parking areas and building entrances.
7. Maintenance by the County: The County shall maintain their own equipment, such as computer servers, back-up generators, telephones, copiers and other equipment at their sole expense. The County will exercise due diligence in protecting the Leased Premises against damage or destruction by fire, vandalism, theft, weather or other causes and maintain them in good order and condition.
8. Recycling: The County shall participate in the Department's recycling program. The Department shall provide the necessary containers to be strategically located throughout the facility and the County will partake and dispose of recyclable materials at the designated areas.
9. Repair of Damages to the Premises: The County shall, at its own expense, promptly repair or replace to the satisfaction of the Department any property damaged or destroyed by the County, its employees or agents, incident to its exercise of the privileges granted herein. Alternatively, if required by the Department or requested by the County and agreed to by the Department, the County shall pay the Department money in an amount sufficient to compensate for the loss sustained by the Department for said damage to or destruction of the property. When requesting payment for loss or damage the Department shall submit an itemized invoice to the County documenting all costs.
10. Improvements and Renovations: No addition to or alterations or improvements of the Premises shall be made by the County without prior written consent of the Department, which consent shall not be unreasonably withheld.
11. Compliance with Laws: The County will at all times during the existence of this Agreement, promptly observe and comply with, at its sole cost and expense, the provisions applicable to the Leased Premises of all applicable federal, state and local laws, rules, regulations, and standards.

12. Quiet Enjoyment: The Department covenants and agrees that, subject to the provisions of Section 9, the County's quiet and peaceful enjoyment of the Premises shall not be subject to unscheduled disruptions or interference by the Department, or any person claiming by, through or under the Department. Routine maintenance or inspection of the Premises shall be scheduled with the County in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the County agrees and covenants that in the event of an emergency requiring the Department to gain immediate access to the Premises, access shall not be denied.

13. Insurance or Pooled Risk Coverage by the County: During the period this Agreement is in effect, the County shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor to obtain and maintain in force, with respect to the Premises and the property of which the Premises are a part, property insurance and comprehensive general liability insurance, or pooled risk coverage. Such insurance or pooled risk coverage shall provide minimum protection limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any insurance policies, if insurance is chosen over pooled risk coverage, shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State of New Hampshire. Each insurance policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice has been received by the State. Each insurance policy shall name the Department as additional insured. In the event the County utilizes pooled risk coverage, the Department shall be named as an additional covered party but only with respect to claims arising solely out of the negligent acts or omissions of the County or its agents, within the scope of their employment, in connection with their use of the Premises and subject to the provisions of the pooled risk coverage document.

14. Self-insurance by the Department: The Department is an administrative unit of the "State of New Hampshire" and which is "self-insured."

15. Indemnification: The County will defend and indemnify the Department from and against any and all losses suffered by the Department, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:

15.1 Acts or Omissions of the County: On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Lease Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the County, its agents, servants, contractors, or employees.

15.2: County's Failure to Perform Obligations: On account of or resulting from, the failure of the County to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding being brought thereon; and in the case of any action or proceeding being brought against the Department by reason of any such claim, the County, upon notice from Department shall at County's expense resist or defend such action or proceeding.

15.3: Departments Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the County to indemnify the Department for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Department or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State.

16: Fire and Casualty: Should a substantial portion of the Premises, or the property of which they are a part, be substantially damaged by fire or other causality, the Department or the County may elect to terminate this Lease. When such fire or causality renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire or causality, until such time as the Department repairs the Premises, provided however, that the County may elect to terminate this lease if:

a. Departement's Failure to Provide: The Department fails to provide written notice within thirty (30) days of the causal event of their intention to restore the Premises, or:

b. Department's Failure to Repair: The Department fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, or causality. The Department reserves, and the County grants to the Department, all rights which the Department may have for damages or injury to the Premises, except for damage to the County's fixtures, property, or equipment, or any award for the County's moving expenses.

17: Event of Default: Termination by the Department and the County:

a. Event of Default; Department's Termination: In the event that:

1. County's Failure to Pay Rent: The County shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:

2. County's Breach of Covenants, etc.: The County shall default in the observation of or performance of any other of the County's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Department to the County specifying such default and requiring it to be remedied then: The Department may serve ten (10) days written notice of cancellation of this Lease upon the County, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Department may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

b. Department's Default; County's Remedies: In the event that the Department defaults in the observance of any of the Department's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the County, and is not corrected within thirty (30) days of written notice by the County to the Landlord specifying such default and requiring it to be remedied, then the County at its option, may serve a written ten (10) day notice of cancellation of this Lease upon the Department, and upon the expiration of such a ten day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the County, the Department shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by County, failing which, the County may terminate this Lease upon ten (10) days written notice to Department.

c. Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

18. Surrender of Leased Premises: No later than ninety (90) days prior to the expiration of the term herein, the County shall give notice to the Department of its intention to either vacate the Premises at the end of the term, or to enter into negotiations with the Department for a renewal agreement. On or before the date of expiration of this Agreement, the County shall vacate the premises, remove its personal property there from and quit and surrender the leased premises restored to good condition, reasonable use and wear thereof excepted. If the County shall fail to remove its personal property and so restore the premises, then at the option of the Department, such property shall either become property of the State without compensation therefore, or the Department may cause the property to be removed and the premises to be restored at the expense of the County and no claim of damage against the Department, the State, or its officers, employees, or agents, shall be created by or made on account of such removal and restoration work.

19. Assignment: This Agreement shall not be transferred or assigned.

20. Amendment: This Agreement may only be modified or amended by mutual agreement in writing and signed by the parties and approved by Governor and Council.
21. Sovereign Immunity: Notwithstanding any provision of this Agreement to the contrary, no provision of this agreement is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
22. Enforcement: No failure by the State to enforce any provisions hereof after any default shall be deemed a waiver of its rights with regard to that event or any subsequent event.
23. Governing Law: This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
24. Third Parties: The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.
25. EFFECTIVE DATE OF AGREEMENT, Approval Contingency: Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this agreement and the commencement of the term, and any extension of thereof, is conditioned upon its approval by the Governor and Executive Council of the State of NH. It is further understood and agreed by the parties hereto that commencement of the initial term is subject to additional parties having authority, including the Long Range Capital Planning and Utilization Committee on behalf of the Department, and this Agreement constitutes the entire agreement and understanding between the parties, and by the County Commissioners on behalf of the County of Hillsborough. This Agreement supersedes all prior agreements and understandings. In the event that said approvals are denied, then this Agreement shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 12 day of July, 2011.

The State of New Hampshire
Department of Administrative Services

By: Linda M. Hodgdon
Linda M. Hodgdon, Commissioner

Hillsborough County, by its
Board of Commissioners

By: Sandra Ziehm
Title: Chairman

By: Carol H. Holden
Title: Vice Chairman/Clerk

By: Toni Pappas

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE
STATE OF NEW HAMPSHIRE

Personally appeared before me the undersigned officers, the above named
S. ZIEHM, C. HOLDEN, T. PAPPAS, known or satisfactorily
proven to be the person whose names are signed above, and acknowledged that
he/she executed this document in the capacity indicated above on this 12 day of
JULY, 2011.

VIRGINIA M. CHANDLER, Notary Public
My Commission Expires September 17, 2013

Virginia M. Chandler
Justice of the Peace/Notary Public

This Is To Certify that the above Agreement has been reviewed by the Department of
Justice and approved as to form, substance, and execution this 10th day of
August, 2011.

Rosemary Wiant
Signature: Rosemary Wiant

Approved by Governor and Council this _____ day of _____, 2011.
Agenda Item No. _____

STAIR B³
000B

STAFF
ENTRANCE
NORTH

Exhibit A-Lower Level

CONF.
080
173 SF

WAITING
081
108 SF

CONF.
082
208 SF

WOMEN'S
TOILET
084
72 SF

CORRIDOR
078
150 SF

OFFICE
085
105 SF

STORAGE
075
964 SF

WAITING
077
121 SF

RECEPTION
079
220 SF

CORR.
083
313 SF

OFFICE
088
101 SF

OFFICE
088
102 SF

CORRIDOR
092
244 SF

OFFICE
087
107 SF

KITCHEN
091
21 SF

OFFICE
089
107 SF

OFFICE
090
108 SF

EVIDENCE
STORAGE
076
45 SF

ELEV 2
000E2
54 SF

MACHINE
094
47 SF

CORR
093
444 SF

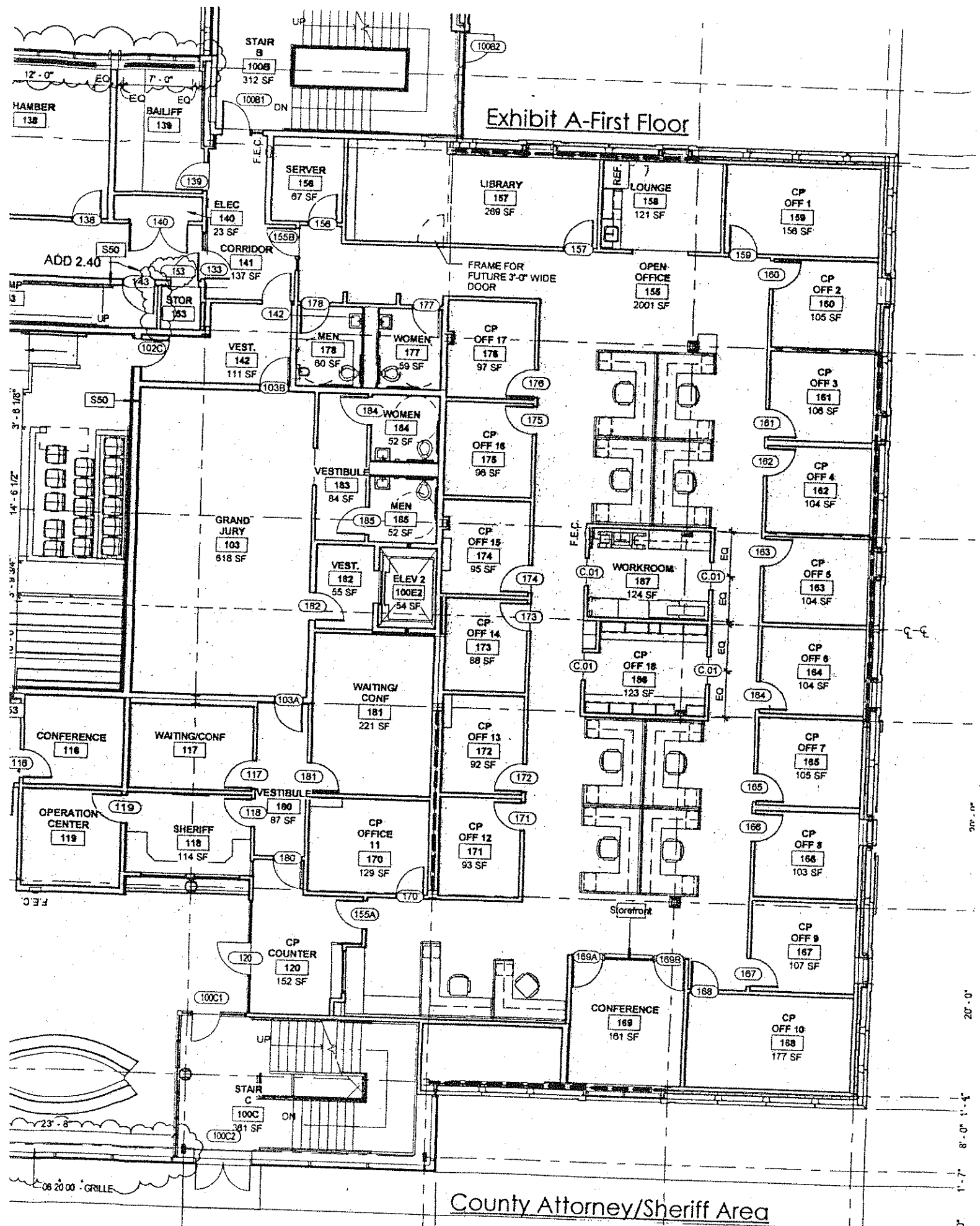
BRACING, TYP.
SEE
STRUCTURAL

MECH
PUMP
ROOM
0100
464 SF

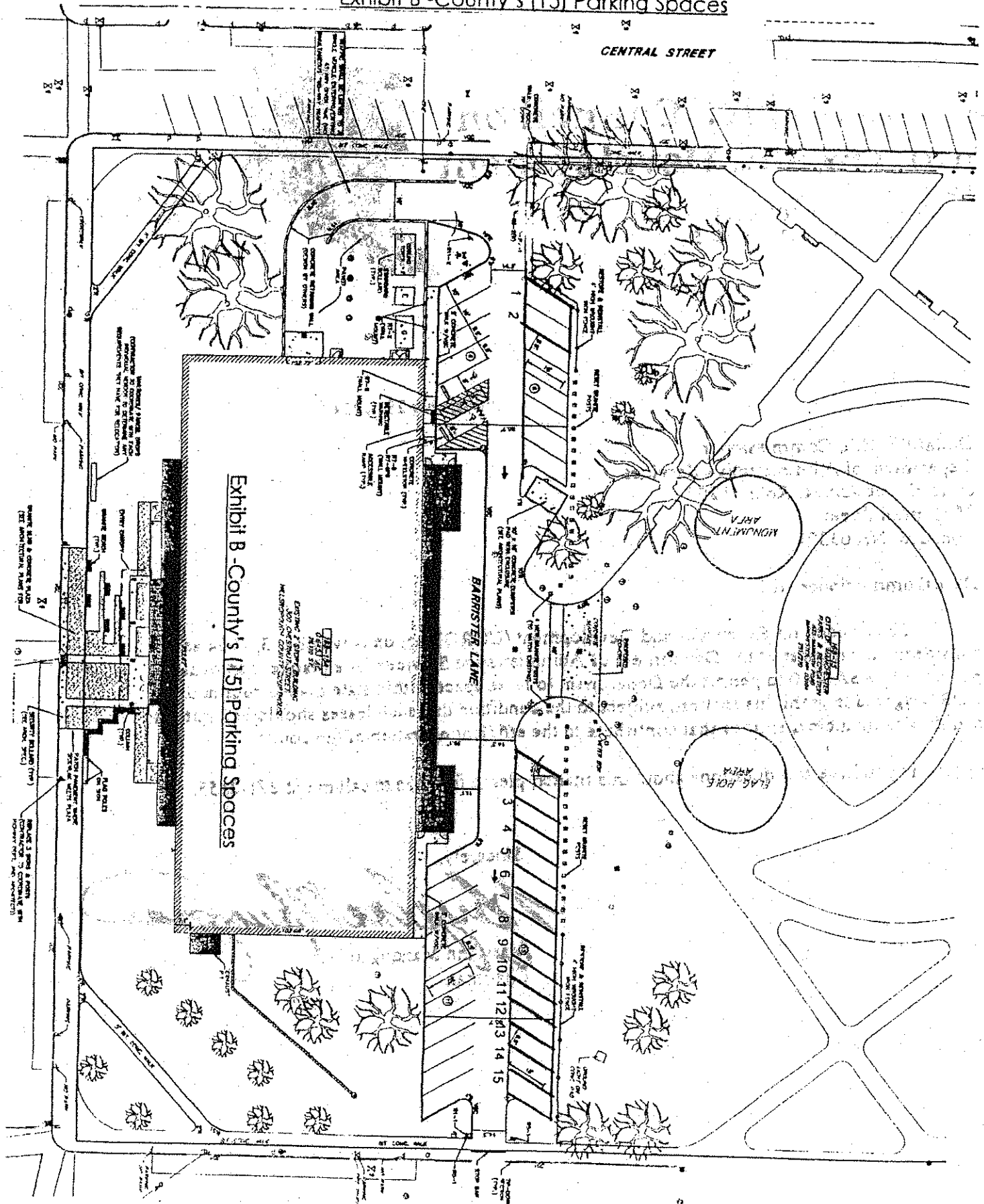
STORAGE
095
703 SF

Victim Witness Area

03 46 00 - CLEANOUT -
SEE STRUCTURAL



CENTRAL STREET



New Hampshire Council on Resources and Development

Office of Energy and Planning
1 Regional Drive, Concord, NH 03301
Phone: 603-271-2155 | Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2064

November 29, 2004

Donald S. Hill, Commissioner
Department of Administrative Services
State House Annex, Room 120
25 Capitol Street
Concord, NH 03301

Dear Commissioner Hill:

The Council on Resources and Development (CORD) met on November 3, 2004 and considered the request of the Department of Administrative Services for a blanket approval pursuant to RSA 4:40 to permit the Department to lease space within state owned courthouses. CORD agreed to grant this request, subject to the condition that such leases should be limited to county and municipal entities that contribute to the efficient operation of the courts.

If you have any questions about this matter, please feel free to call me at 271-2155.

Sincerely,

A handwritten signature in cursive script, reading "Mary Ann Manoogian".

Mary Ann Manoogian
Chairman

cc: Peter Goodwin



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex is entitled to the categories of coverage set forth below. In addition, Primex may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045		Member Number: 608	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply																				
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>	7/1/2011	7/1/2012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Each Occurrence</td> <td>\$ 1,000,000</td> </tr> <tr> <td>General Aggregate</td> <td>\$ 2,000,000</td> </tr> <tr> <td>Fire Damage (Any one fire)</td> <td>\$</td> </tr> <tr> <td>Med Exp (Any one person)</td> <td></td> </tr> <tr> <td>Combined Single Limit (Each Accident) Aggregate</td> <td></td> </tr> <tr> <td>Statutory</td> <td></td> </tr> <tr> <td>Each Accident</td> <td>\$</td> </tr> <tr> <td>Disease - Each Employee</td> <td>\$</td> </tr> <tr> <td>Disease - Policy Limit</td> <td>\$</td> </tr> <tr> <td>Blanket Limit, Replacement Cost (unless otherwise stated)</td> <td></td> </tr> </table>	Each Occurrence	\$ 1,000,000	General Aggregate	\$ 2,000,000	Fire Damage (Any one fire)	\$	Med Exp (Any one person)		Combined Single Limit (Each Accident) Aggregate		Statutory		Each Accident	\$	Disease - Each Employee	\$	Disease - Policy Limit	\$	Blanket Limit, Replacement Cost (unless otherwise stated)	
Each Occurrence	\$ 1,000,000																						
General Aggregate	\$ 2,000,000																						
Fire Damage (Any one fire)	\$																						
Med Exp (Any one person)																							
Combined Single Limit (Each Accident) Aggregate																							
Statutory																							
Each Accident	\$																						
Disease - Each Employee	\$																						
Disease - Policy Limit	\$																						
Blanket Limit, Replacement Cost (unless otherwise stated)																							
<input type="checkbox"/> Automobile Liability <div style="margin-left: 20px;"> <input type="checkbox"/> Any auto </div>																							
<input type="checkbox"/> Workers' Compensation & Employers' Liability																							
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)																							

Description: Lease of space at Hillsborough County Superior Court-North to commence on October 1, 2011. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 10 days prior to cancellation.

CERTIFICATE HOLDER: <input checked="" type="checkbox"/> Additional Covered Party	Loss Payee:	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Dwyer</i> Date: 7/11/2011 tdwyer@nhprimex.org Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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State of NH, Dept of Administrative Services
 Bureau of Court Facilities
 State House Annex, Room 420
 25 Capitol St
 Concord, NH 03301

CERTIFICATE FOR
MUNICIPALITIES

I, Carol H. Holden, of The County of Hillsborough, Do hereby certify to the following assertions:

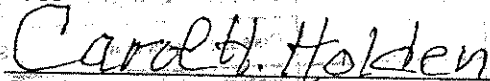
1. I am duly elected and acting Clerk for the Hillsborough County Board of Commissioners, which is in the State of New Hampshire;
2. I maintain and have custody of, and am familiar with, the minutes of the Hillsborough County Board of Commissioners;
3. I am fully authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Hillsborough County Board of Commissioners. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: June 23, 2011.

RESOLVED: That this County shall enter into a contract with the State of New Hampshire, acting by and through its Commissioner of Administrative Services, providing for the performance by Hillsborough County of certain services as documented within the foregoing Lease, and that the officials listed, the Hillsborough County Board of Commissioners, Sandra Ziehm, Chairman, Carol H. Holden, Vice-Chairman/Clerk, and Toni H. Pappas, on behalf of the County are authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of the County in order to accomplish the same.

RESOLVED: That the signature of the above authorized Commissioners of this County, when affixed to any instrument or document described in, or contemplated by, these resolutions, shall be conclusive evidence of the authority of said parties to bind this County, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated:
 - a. Chairman, Board of Commissioners: Sandra Ziehm
 - b. Vice-Chairman/Clerk, Board of Commissioners: Carol H. Holden
 - c. Member, Board of Commissioners: Toni H. Pappas

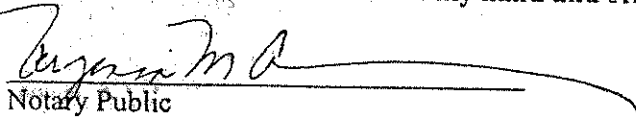
IN WITNESS WHEREOF: As the Clerk of this County, I sign below upon this date: August 24, 2011



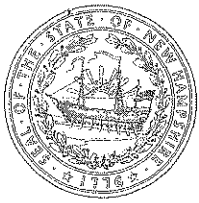
Carol H. Holden, Vice-Chairman/Clerk
In the State of New Hampshire, County of Hillsborough

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE, COUNTY OF HILLSBOROUGH UPON THIS DATE, AUGUST 24, 2011, appeared before me, 8/24/11 the undersigned officer personally appeared, Carol H. Holden, who acknowledged herself to be Clerk of the Hillsborough County Board of Commissioners and that being authorized to do so he executed the foregoing instrument for the purposes therein contained, by signing by himself in the name of the County.

In witness whereof I hereunto set my hand and official seal.


Notary Public

VIRGINIA M. CHANDLER, Notary Public



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

LRCP 14-029

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

August 5, 2014

The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
Legislative Office Building – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

In accordance with RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a three (3) year Use of Premises Agreement with the Town of Jaffrey, 10 Goodnow Street, Jaffrey, NH ("Town") for state owned property located in the 8th Circuit Court - District Division – Jaffrey, 84 Peterborough Street, Jaffrey, NH. During the term of November 1, 2014 to October 31, 2017, the Town shall pay the State \$11,952 for the leased office space located in the courthouse. **100% Agency Income.**

EXPLANATION

The Town wishes to enter into a Use of Premises Agreement for state owned property comprised of 268 square feet of office space located in the 8th Circuit Court – District Division – Jaffrey, at 84 Peterborough Street, Jaffrey, NH. The Department of Administrative Services, Bureau of Court Facilities, has no need for the space and will fiscally benefit from the lease agreement, while the Town will benefit from close adjacency to daily court business. The rental rate has been calculated to cover the cost of operations and any amortized capital expenses.

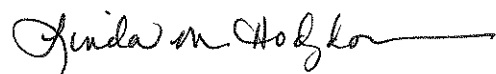
The rental income to the State shall be as follows during the three (3) year term:

<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>Total</u>
\$2,616	\$3,964	\$4,024	\$1,348	\$11,952

The NH Council on Resources and Development ("CORD") committee met on November 3, 2004 and granted the request made by the Department of Administrative Services for blanket approval to enter into this type of agreement within state owned courthouses. A copy of this letter is attached.

The office of the Attorney General has reviewed and approved this agreement.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", followed by a long horizontal flourish.

Linda M. Hodgdon
Commissioner

AGREEMENT FOR USE OF PREMISES

This Agreement is made this 14th day of July 2014, by and between the State of New Hampshire, Department of Administrative Services ("Department"), Bureau of Court Facilities, located at 25 Capitol Street, Room 115, Concord, New Hampshire 03301 and the **Town of Jaffrey New Hampshire** ("Town"), **Office of the Regional Prosecutor**, located at 10 Goodnow Street, Jaffrey, New Hampshire 03452.

The Department of Administrative Services hereby grants to the Town, for a period of three (3) years, the right to use and occupy approximately **268 square feet of office space** (the "Premises") located in the 8th Circuit Court – District Division – Jaffrey on 84 Peterborough Street, Jaffrey, New Hampshire 03452. Demise documentation has been provided which includes a floor plan depicting the Premises showing the extent of the space for the Town's exclusive use and all areas to be used in common with others; these documents have been reviewed, accepted, and agreed-to and signed by both parties and placed on file and shall be deemed as part of this Agreement. The Town may use the Premises only for the purpose of providing the office space for the Office of the Regional Prosecutor as herein described and such other lawful uses incident thereto. The Town shall have the right to use in common, with others entitled thereto, the parking areas, hallways, stairways, and elevators that may be necessary for access to the Premises and the lavatories appurtenant to the Premises. The Town shall have the right to access and occupy the Premises prior to, during, and after the close of the Court's regular business hours. The Town shall have no right to access restricted areas in the courthouse.

The use and occupancy by the Town pursuant to this Agreement is granted subject to the following conditions:

1. **Term:** Subject to the provisions of Section 26 herein, the term of this Agreement shall be three (3) years, commencing on November 1, 2014 and continuing through the 31st day of October 2017 unless terminated earlier by either party as provided hereunder.
2. **Rent:** The Town agrees to pay rent, which is due without demand to the Department on the first day of each month in accordance with the following schedule of annual rent:
 - 2.1 November 1, 2014 through October 31, 2015: approximately \$14.65 per square foot, which is \$327 per month, \$3,924 annually.
 - 2.2 November 1, 2015 through October 31, 2016: approximately \$14.86 per square foot, which is \$332 per month, \$3,984 annually.
 - 2.3 November 1, 2016 through October 31, 2017: approximately \$15.08 per square foot, which is \$337 per month, \$4,044 annually.

Total Rent Due for the three-year Term: \$11,952

3. Condition of Leased Premises: The Town has inspected and knows the condition of the Leased Premises. It is understood that the Premises is in "as is" condition without any representation or obligation on the part of the Department to make any alterations, repairs, or improvements.
4. Utilities: The Department shall be responsible for arranging for and making payment directly to the provider of all utility services required for the leased premises, except for telephone and computer networking services. The Town will pay directly to the provider all costs associated with their telephone services and Computer networking services. The Department shall not be responsible for any claims or damages arising from interruption in utility services.
5. Maintenance by the Department: The Department will provide maintenance to the Leased Premises, repairing and maintaining the building and grounds to which the Premises are a part at its own expense. The Department will provide snowplowing or snow removal services for the parking areas and building entrances.
6. Janitorial Services by the Town: The Department shall provide janitorial services to the Leased Premises at its own expense. Janitorial services shall include trash removal from the Leased Premises and snow removal services for the parking areas and the building entrances. Daily janitorial services shall conclude by 8:00 pm.
7. Maintenance by the Town: The Town shall maintain their own equipment, such as computer servers, back-up generators, copiers and other equipment at their sole expense. The Town will exercise due diligence in protecting the Leased Premises against damage or destruction by fire, vandalism, theft, weather or other causes and maintain them in good order and condition.
8. Recycling: The Town shall participate in the Department's recycling program. The Department shall provide the necessary containers to be strategically located throughout the facility and the Town will partake and dispose of recyclable materials at the designated areas.
9. Repair of Damages to the Leased Premises: The Town shall, at its own expense, promptly repair or replace to the satisfaction of the Department any property damaged or destroyed by the Town, its employees or agents, incident to its exercise of the privileges granted herein. Alternatively, if required by the Department or requested by the Town and agreed to by the Department, the Town shall pay the Department money in an amount sufficient to compensate for the loss sustained by the Department for said damage to or destruction of the property. When requesting payment for loss or damage the Department shall submit an itemized invoice to the Town documenting all costs.
10. Improvements and Renovations: No addition to or alterations or improvement of the Leased Premises shall be made without prior written consent of the Department, which consent shall not be unreasonably withheld.
11. Compliance with Laws: The Town will at all times during the existence of this Agreement, promptly observe and comply with, at its sole cost and expense, the provisions applicable to the Leased Premises of all applicable federal, state and local laws, rules, regulations, and standards.

12. Quiet Enjoyment: The Department covenants and agrees the Town's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Department, or any person claiming by, through or under the Department. Routine maintenance or inspection of the Premises shall be scheduled with the Town in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Town agrees and covenants that in the event of an emergency requiring the Department to gain immediate access to the Premises, access shall not be denied.
13. Insurance by the Town: During the period this Agreement is in effect, the Town shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor to obtain and maintain in force, both for the benefit of the State, with respect to the Premises and the property of which the Premises are a part, property insurance and comprehensive general liability insurance against all claims of bodily injury, death, or property damage, occurring on, in, or about the premises. Such insurance shall provide minimum protection limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice has been received by the State. Each policy shall name the Department as additional insured.
14. Self-insurance by the Department: The Department is an administrative unit of the "State of New Hampshire" and which is self-insured. A letter issued by the State of New Hampshire, Department of Administrative Services Bureau of Risk Management serving as a "Certificate of Insurance" is attached herein.
15. Indemnification: The Town will defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 15.1 Acts or Omissions of Town: On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Lease Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Town, its agents, servants, contractors, or employees.
- 15.2 Town's Failure to Perform Obligations: On account of or resulting from, the failure of the Town to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Department by reason of any such claim, the Town, upon notice from Department shall at Town's expense resist or defend such action or proceeding.
- 15.3 Departments Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Town to indemnify the Department for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Department or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be

deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State.

16. Fire and Casualty: Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, the Department or the Town may elect to terminate this Lease. When such fire or causality renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire or causality, until such time as the Department repairs the Premises, provided however, that the Town may elect to terminate this lease if:

- a. Department's Failure to Provide: The Department fails to provide written notice within thirty (30) days of the causal event of their intention to restore the Premises or:
- b. Department's Failure to Repair: The Department fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, or causality. The Department reserves, and the Town grants to the Department, all rights which the Department may have for damages or injury to the Premises, except for damage to the Town's fixtures, property, or equipment or any award for the Town's moving expenses.

17. Event of Default; Termination by the Department and the Town :

a. Event of Default; Department's Termination: In the event that:

- i. Town's Failure to Pay Rent: The Town shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:
 - ii. Town's Breach of Covenants, etc.: The Town shall default in the observation of or performance of any other of the Town's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Department to the Town specifying such default and requiring it to be remedied then: The Department may serve ten (10) days written notice of cancellation of this Lease upon the Town, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Department may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.
- b. Department's Default; Town's Remedies: In the event that the Department defaults in the observance of any of the Department's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Town, and is not corrected within thirty (30) days of written notice by the Town to the Landlord specifying such default and requiring it to be remedied, then the Town at its option, may serve a written ten (10) day notice of cancellation of this Lease upon the Department, and upon the expiration of such a ten day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Town, the Department shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Town, failing which, the Town may terminate this

Lease upon ten (10) days written notice to Department.

- c. Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.
18. Termination by the Department or the Town: Either party may terminate this Agreement upon one hundred & eighty (180) days prior written notice to the other.
19. Surrender of Leased Premises: No later than ninety (90) days prior to the expiration of the term herein, the Town shall give notice to the Department of its intention to either vacate the Premises at the end of the term, or to enter into negotiations with the Department for a renewal agreement. On or before the date of expiration of this Agreement, the Town shall vacate the premises, remove its personal property there from and quit and surrender the leased premises restored to good condition, reasonable use and wear thereof excepted. If the Town shall fail to remove its personal property and so restore the premises, then at the option of the Department, such property shall either become property of the State without compensation therefore, or the Department may cause the property to be removed and the premises to be restored at the expense of the Town and no claim of damage against the Department, the State, or its officers, employees, or agents, shall be created by or made on account of such removal and restoration work.
20. Assignment: This Agreement shall not be transferred or assigned.
21. Amendment: This Agreement may only be modified or amended by mutual agreement in writing and signed by the parties and approved by Governor and Council.
22. Sovereign Immunity: No provision of this agreement is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
23. Enforcement: No failure by the State to enforce any provisions hereof after any default shall be deemed a waiver of its rights with regard to that event or any subsequent event.
24. Governing Law: This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
25. Third Parties: The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
26. Approval Contingency: This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings. EFFECTIVE DATE OF AGREEMENT: This Agreement shall not become effective until it is approved by all parties having authority on behalf of the State of New Hampshire, including the Long Range Capital Planning & Utilization Committee and the Governor and Executive Council on the behalf of the Department, and by the Town of Jaffrey on behalf of the Office of the Prosecutor and funded by the Town of

Jaffrey. In the event that said approval and funding requests are denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 14th day of July 2014.

The State of New Hampshire
Department of Administrative Services

By: Linda M. Hodgdon
Linda M. Hodgdon, Commissioner

Town of Jaffrey, New Hampshire

By: Kathleen Batchelder
Title: Chairman

By: Thomas Rothermel
Title: Vice Chairman

By: _____
Title: Clerk

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE

Personally appeared before me the undersigned officers, the above named Kathleen Batchelder, Thomas Rothermel, Known or satisfactorily proven to be the person whose names are signed above, and acknowledged that s/he executed this document in the capacity indicated above on this 14th day of July 2014.

Susan P. Richard
Justice of the Peace/Notary Public

SUSAN P. RICHARD
Notary Public - New Hampshire
My Commission Expires April 18, 2017

This Is To Certify that the above Agreement has been reviewed by the Office of the Attorney General and approved as to form, substance, and execution this 19th day of August 2014.

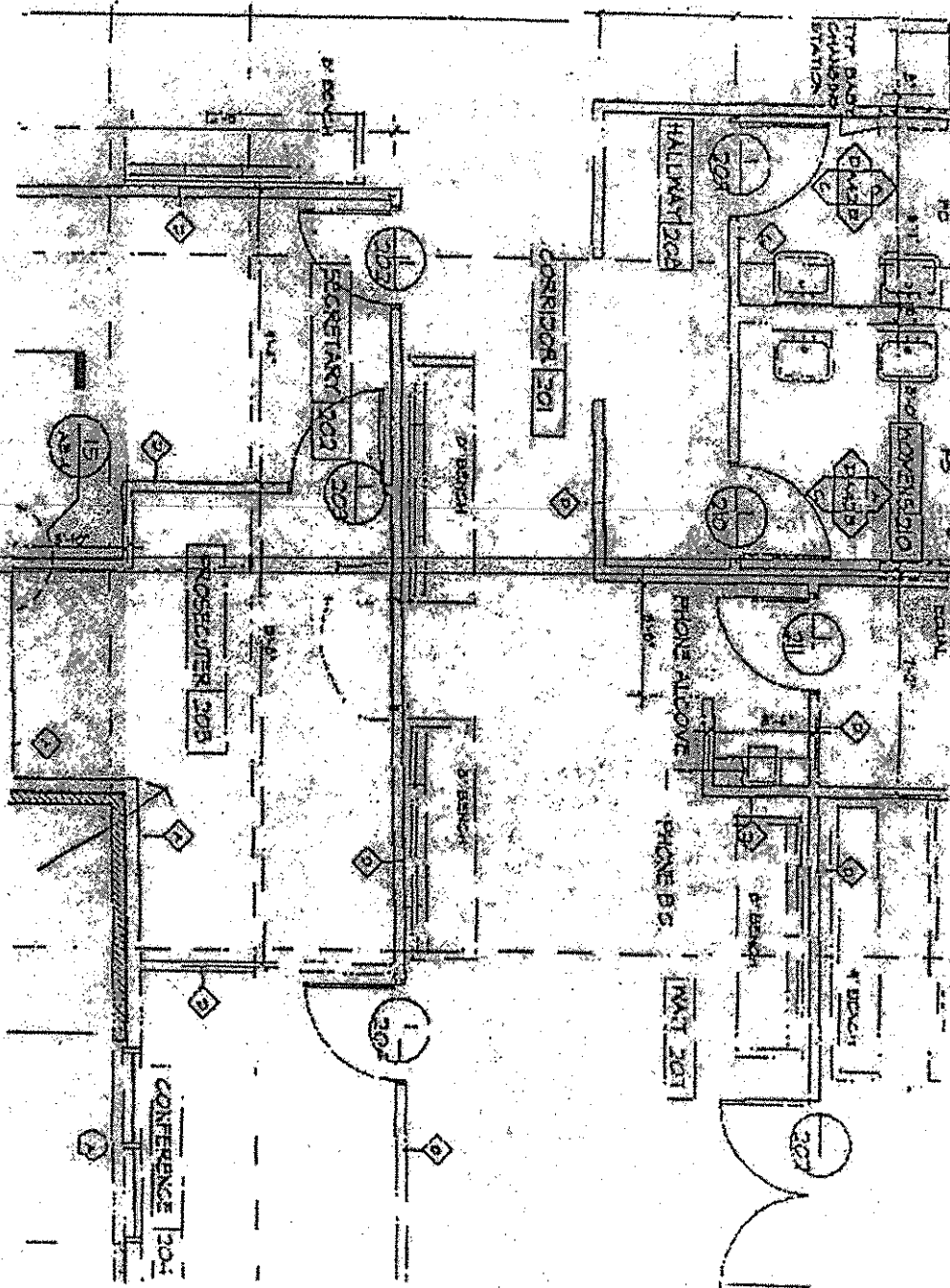
M. K. Brown
Signature

Approved by Governor and Council this _____ day of _____, 2014.
Agenda Item No: _____.

Initials: SP
Date: 7/14/14

8th Circuit Court - District Division - Jaffrey

Room #203-Prosecutor's Office
268 Square Feet



DEMISE DOCUMENTATION DRAWING

DATE:

SCALE: NTS

DAS BUREAU OF COURT FACILITIES

LEVEL:

DRAWN BY:

The State of New Hampshire
Department of Administrative Services
Bureau of Planning and Management

FILE PATH:

APPROVED BY:

John W. Holman
(Landlord Signature)

8/12/14
(date)

[Signature]
(Tenant Signature)

7/14/14
(date)

CERTIFICATE FOR MUNICIPALITIES

I, Kelly Rollins, of Town of Jaffrey, do hereby certify to the following assertions:

1. I am a duly elected Town Clerk for the Municipality documented above, which is in the State of New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following Date: July 14, 2014

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Select Board and Town Manager

_____ providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, Town Manager David Caron

_____, on behalf of this Municipality, is authorized and directed to enter the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: *(fill the appropriate names of individuals for each titled position)*

Select Board Chair: Kathleen Batchelder

Municipality Clerk: Kelly Rollins

Municipality Treasurer: Sandra Stewart

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: *(insert date of signing)* July 14, 2014

Clerk/Secretary *(signature)* Kelly Rollins

In the State and County of: *(State and County names)* Cheshire County, New Hampshire

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

New Hampshire, COUNTY OF: Cheshire UPON THIS DATE *(insert full date)* July 14, 2014 appeared before me *(print full name of notary)* SUSAN P. RICHARD

Kelly Rollins, Town Clerk, the undersigned officer personally appeared *(insert officer's name)* Kelly Rollins, Town Clerk of Jaffrey, NH who acknowledged him/herself to be *(insert title, and the name of municipality)* Town Clerk of Jaffrey, NH and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the of the Municipality.

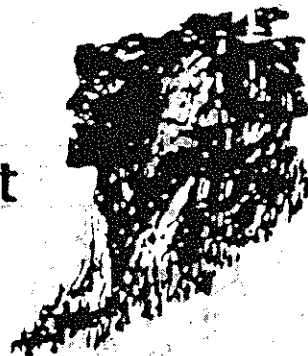
In witness whereof I hereunto set my hand and official seal. *(Provide signature, seal and expiration of commission)*

Susan P. Richard

SUSAN P. RICHARD
Notary Public - New Hampshire
My Commission Expires April 18, 2017

New Hampshire Council on Resources and Development

Office of Energy and Planning
1 Regional Drive, Concord, NH 03301
Phone: 603-271-2155 | Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

November 29, 2004

Donald S. Hill, Commissioner
Department of Administrative Services
State House Annex, Room 120
25 Capitol Street
Concord, NH 03301

Dear Commissioner Hill:

The Council on Resources and Development (CORD) met on November 3, 2004 and considered the request of the Department of Administrative Services for a blanket approval pursuant to RSA 4:40 to permit the Department to lease space within state owned courthouses. CORD agreed to grant this request, subject to the condition that such leases should be limited to county and municipal entities that contribute to the efficient operation of the courts.

If you have any questions about this matter, please feel free to call me at 271-2155.

Sincerely,

MaryAnn Manoogian
Chairman

cc: Peter Goodwin

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:		Member Number:	Company Affording Coverage:	
Town of Jaffrey 10 Goodnow Street Jaffrey, NH 03452		208	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form)	7/1/2014	7/1/2015	Each Occurrence	\$ 1,000,000
<input type="checkbox"/> Professional Liability (describe)			General Aggregate	\$ 2,000,000
<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	\$
			Aggregate	\$
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			Each Accident	\$
			Disease - Each Employee	\$
			Disease - Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Courthouse Lease. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire- Dept of Administrative Services Bureau of Court Facilities 25 Capitol St Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 8/1/2014 tdenver@nhprimex.org
			Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

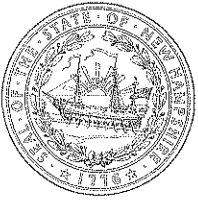
This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Jaffrey 10 Goodnow Street Jaffrey, NH 03452		Member Number: 208	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>			<input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident <input type="checkbox"/> Disease — Each Employee <input type="checkbox"/> Disease — Policy Limit	 \$2,000,000 \$2,000,000 \$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 8/1/2014 tdenver@nhprimex.org Please direct inquiries to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax
State of New Hampshire- Dept of Administrative Services Bureau of Court Facilities 25 Capitol St Concord, NH 03301			



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

LACP 14-030

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

September 2, 2014

The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
L.O.B. – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:40, the Department of Administrative Services requests approval to enter into a listing agreement with Gallo Realty Group NH, LLC for a term of up to one year to market and sell the property located at 84 Iron Works Road (including a 2-story wood frame building with approximately 5,180 square feet of above grade space, an attached 2-story timber frame barn of approximately 5,049 square feet, and approximately 3.20 acres of land) in the City of Concord for \$210,000, allowing negotiations within the Committee's current policy guidelines, plus an administrative fee of \$1,100.

EXPLANATION

The subject property (the "Property") is comprised of a parcel of land approximately 3.20 acres in size with just under 600 feet of frontage along Iron Works Road, a 2-story wood frame building with approximately 5,180 square feet of above grade space (a portion of which is believed to have been originally constructed circa 1795), and an attached 2-story timber frame barn with approximately 5,049 square feet of above grade space. The Property is located at 84 Iron Works Road in Concord, New Hampshire (Tax Map 93, Block 1, Lot 2, as recently subdivided and renumbered) adjacent to the Turkey River. It abuts Russell Shea State Forest to the north and east and is located directly across Iron Works Road from Cilley State Forest. The buildings on the Property have been vacant for well over two years. Most recently the buildings had been leased for several years to Crotched Mountain Rehabilitation Center's Assistive Technology Services (ATECH) program. The Property is managed by the Department of Health and Human Services (DHHS), which has asked the Department of Administrative Services ("DAS" or "the Department") to dispose of the Property by selling all of the State's interest as-is, where-is, in its current condition. DHHS no longer has any need or use for the Property. The buildings on the Property have been determined by the New Hampshire Division of Historical Resources (DHR) to be eligible for listing on the National Register of Historic Places. As a result, the Department has agreed with DHR to market the Property subject to a perpetual historical preservation easement restricting renovations to the building exteriors. The Property must also be marketed subject

to the following outstanding conditions of the City of Concord Planning Board's subdivision approval, to be satisfied by the buyer within 90 days after acquiring title: (1) six trees must be planted on the Property along the Iron Works Road frontage, as shown on the subdivision plat (included as an exhibit hereto), and (2) the existing driveway entrance must be reduced in width from 85 feet to no more than 24 feet where it meets Iron Works Road.

As of June 23, 2014, Capital Appraisal Associates, Inc., an independent firm providing real estate appraisal services, appraised the market value of the Property at \$210,000.

On July 31, 2014, the Department issued a Request for Proposal to Provide Real Estate Services ("RFP"). The RFP was posted on the Department's Current Bidding Opportunities web site and was advertised in the Manchester Union Leader July 31, August 1, and August 4, 2014 and by a direct email solicitation sent to 37 real estate brokers licensed by the New Hampshire Real Estate Commission. In response to the RFP the Department received only one conforming proposal. The proposal included a proposed listing price range of \$180,000 to \$210,000 and proposed a commission rate of 5%. The Department believes that the low number of proposals is due to a combination of several factors, including: (1) the unusual configuration of the buildings, (2) buildings that seem too large for a typical single family residential use, (3) a lot size that seems too small to support an agricultural use, (4) restrictive zoning that limits permissible uses to single family residential or agricultural, (5) the need for significant rehabilitation and renovation of the buildings, (6) a historic preservation easement that restricts exterior renovations, (7) the outstanding conditions of subdivision approval, and (8) the relatively low market value of the Property for the size of the buildings, all of which taken together may suggest that an inordinately large amount of effort may be required to sell the Property in exchange for a relatively small commission. The Department also notes that the RFP coincided with the peak summer vacation and residential property selling seasons, which may have reduced or eliminated the time available for interested brokers to prepare and submit a proposal.

The sole proposal was submitted by Gallo Realty Group NH, LLC ("Gallo"). Gallo has worked with the Department before, having successfully marketed three individual surplus State properties over the past three years. One of those properties, located in Concord, was sold subject to a historic preservation easement. As a result of Gallo's qualifications and experience with rehabilitation properties, the Department is satisfied with the results of the RFP notwithstanding the low rate of response. Therefore, the Department proposes to enter into an exclusive listing agreement with Gallo to sell the Property for \$210,000.

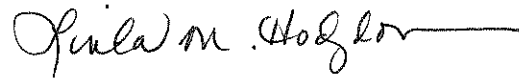
As part of this submission, the Department is also requesting authorization to negotiate with prospective buyers for the Property within the Long Range Capital Planning and Utilization Committee's current policy guidelines. The Department believes this type of latitude is necessary to be able to provide a quick response to prospective buyers and more efficiently market the Property.

The listing agreement will specify that the Department is required to offer the Property to the City of Concord at the sale price approved by the Long Range Capital Planning and

Utilization Committee as part of the statutory disposal process, and that the real estate broker will not receive any commission for a sale to the City of Concord or if any other State agency expresses interest in acquiring the Property.

Authorization is hereby requested: to enter into an exclusive listing agreement with a maximum term of one (1) year that will be subject to final approval by the Governor and Executive Council for the sale of the Property at or above the proposed sale price and subject to the conditions outlined above; to pay from the proceeds of such sale a commission fee to the selected broker at the rate of five percent (5%) of the sale price; and to retain for the Department together with the proceeds of such sale an administrative fee of \$1,100, or such larger amount as the Committee may deem appropriate, in accordance with RSA 4:40, III-a.

Respectfully submitted,

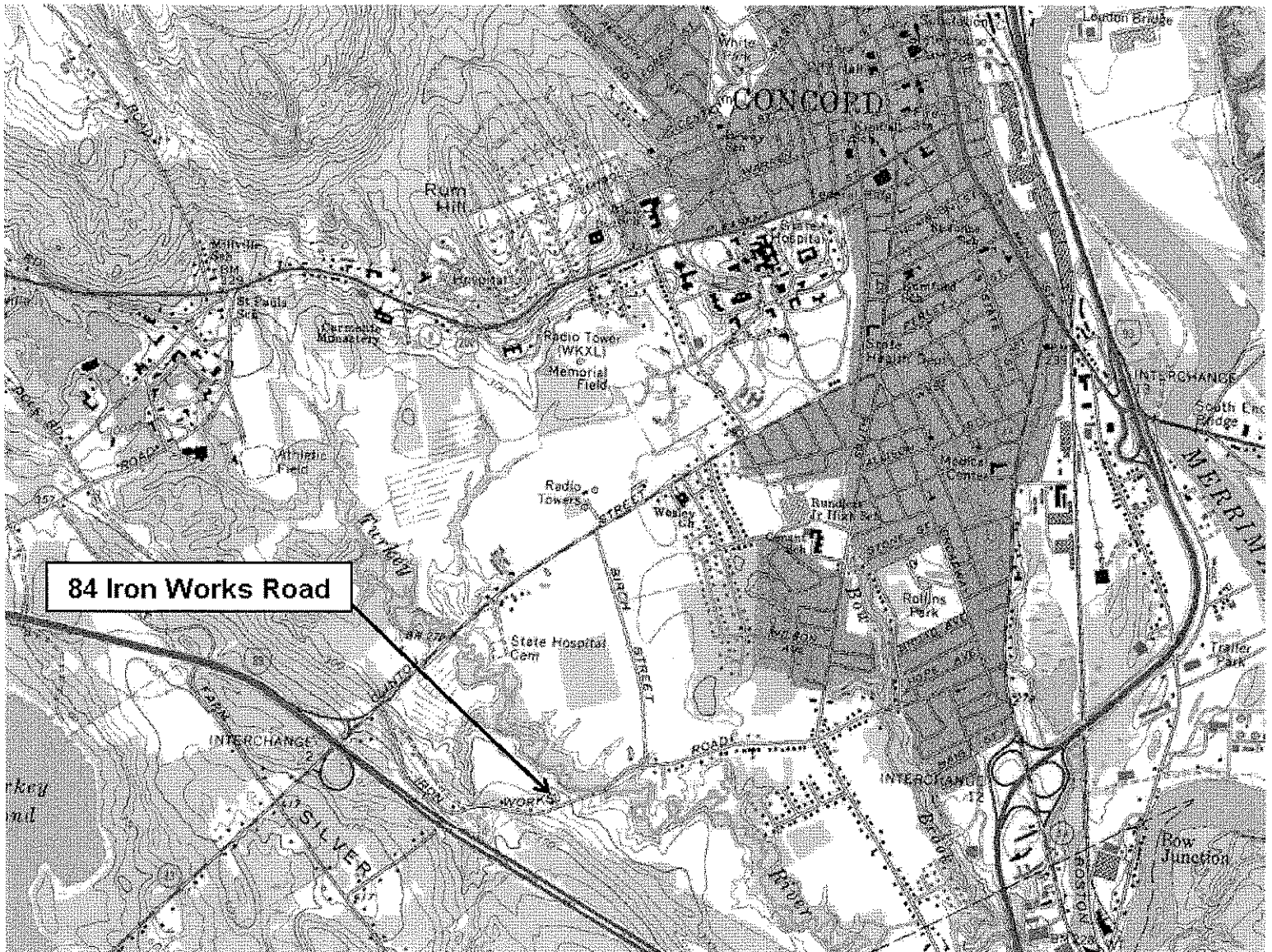
A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", followed by a horizontal line.

Linda M. Hodgdon
Commissioner

Attachments

LIST OF EXHIBITS

1. Location Map
2. Aerial View of Property (showing pre-subdivision tax parcel boundaries)
3. Aerial "Bird's Eye" View of Buildings
4. Subdivision Plat (showing boundaries of subdivided parcel to be sold)
5. Appraisal Report dated as of June 23, 2014 prepared by Capital Appraisal Associates, Inc.
6. Proposal submitted by the selected broker
7. Sample Listing Agreement
8. Council on Resources and Development (CORD) approval memorandum (all pending matters and conditions noted in the CORD memorandum have long since been addressed and/or satisfied)



Russell Farm
84 Iron Works Road
Concord, New Hampshire
USGS Concord Quadrangle



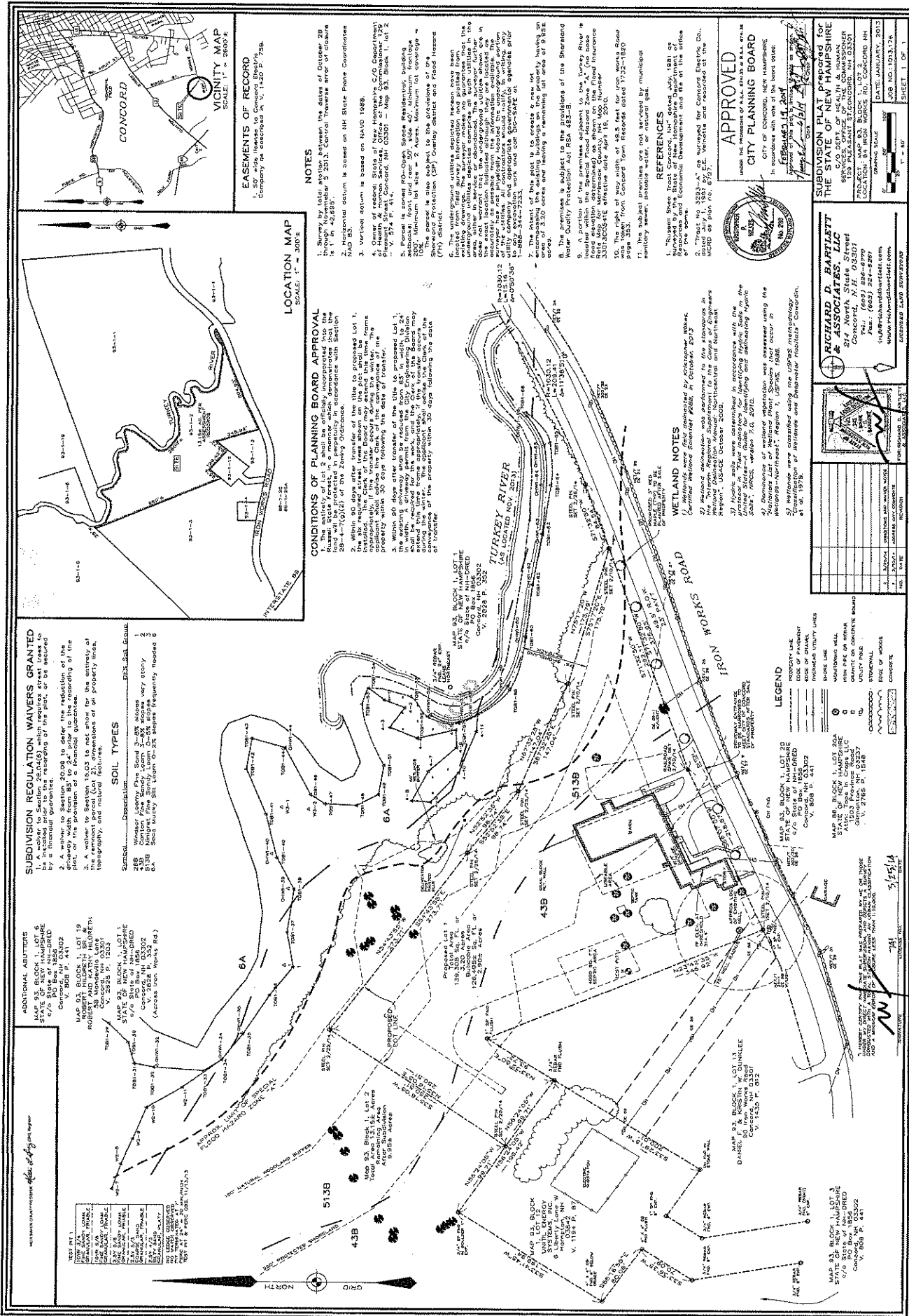
**Russell Farm
84 Iron Works Road
Concord, New Hampshire**

Aerial View (showing pre-subdivision tax parcel boundaries)



Russell Farm
84 Iron Works Road
Concord, New Hampshire

“Bird’s Eye View” Photo of Buildings



**SUMMARY
APPRAISAL REPORT**
Of Real Estate

Located At:

84 Iron Works Road in
Concord, New Hampshire

Current Owner:

State of New Hampshire

As Of:

June 23, 2014

Report Date:

July 9, 2014

Prepared For:

Mr. Jared Nylund
NH Department of Administrative Services
25 Capitol Street
Concord, New Hampshire 03301

Prepared By:

Timothy R. Daniels
NH Certified General Appraiser #46

Capital Appraisal Associates, Inc.
128 South Fruit Street
Concord, New Hampshire 03301
Appraisal File No. 14-251
Federal Tax ID 02-0492128

Capital Appraisal Associates, Inc.

Real Estate Appraisers and Consultants

128 S. Fruit Street, Concord, New Hampshire 03301
Telephone (603) 228-9040, Facsimile (603) 228-2072

July 9, 2014

Mr. Jared Nylund
NH Department of Administrative Services
25 Capitol Street
Concord, New Hampshire 03301

Re: Summary Appraisal Report of land and buildings
Current Owner: State of New Hampshire
Located at 84 Iron Works Road in Concord, New Hampshire

Dear Mr. Nylund:

As you requested, I have personally made an inspection of the above-captioned property for the purpose of reporting to you my opinion of the subject's "as is" fee simple unencumbered *market value* as of **June 23, 2014**. It is my understanding that this report is to be used to assist the client, NH Department of Administrative Services, for potential marketing and/or portfolio purposes.

This is a Summary Appraisal Report that is intended to comply with the reporting requirements set forth under the 2014-2015 Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraisers are not responsible for unauthorized use of this report.

It should be noted the final reconciled value estimate does not include any value for any F.F. &E., goodwill or any other intangibles. This value estimate represents only the market value of the real estate. Consequently, no allocation of any additional components was applicable.

I hereby certify that I have made an inspection of the property on June 23, 2014, that I have taken into consideration all factors which I felt were pertinent to the value estimate, and that I have not knowingly or intentionally omitted any important data.

I further certify that I have no present or contemplated future interest in the property and that my professional appraisal fee is not dependent upon the value estimate. On the basis of my inspection, investigation, study and analysis, I am of the opinion that the "as is" fee simple unencumbered *market value* of the subject property as of **June 23, 2014**, is **\$210,000**.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy R. Daniels". The signature is stylized with a large, looped initial "T" and a prominent "D".

Timothy R. Daniels, President
NH Certified General Appraiser #46

APPRAISAL CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I or Capital Appraisal Associates have performed no appraisal or any other services as an appraiser or in any other capacity, regarding the property which is the subject of this report, within the three year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment is not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant professional assistance to the person signing this certification.
11. On the basis of my inspection, investigation, study and analysis, I am of the opinion that the "as is" fee simple unencumbered *Market Value* of the subject property as of **June 23, 2014, is \$210,000.**



Timothy R. Daniels, President
NH Certified General Appraiser #46

COMPETENCY STATEMENT

Timothy R. Daniels

Title XI of the Federal Financial Institution's Reform, Recovery and Enforcement Act of 1989 requires the Federal Reserve Board and other federal agencies to issue regulations to protect federal financial and public policy interests in real estate transactions requiring the services of an appraiser. Federal law recognizes the Uniform Standards of Professional Appraisal Practice as the current industry standards and identifies the Appraisal Foundation as the authority for professional appraisal standards.

The uniform standards contain three provisions, one of which is the competency provision which requires appraisers to have the knowledge and experience to complete their assignments competently and contains specific requirements for appraisers who do not possess sufficient competence.

As part of the regulatory process, two primary classifications of appraisers have been established by the State of New Hampshire in accordance with the federal regulations in order to gauge education and competence. The classifications are licensed appraiser and certified appraiser. The licensed appraiser classification identifies those individuals possessing the basic educational and experience requirements needed to competently appraise residential properties, while the general appraiser classification identifies those appraisers who are competent to appraise all types of real estate.

With regards to my competency to complete this assignment, I submit the following:

1. I currently hold the general appraiser certification classification as issued by the State of New Hampshire. My certification number is New Hampshire Certified General Appraiser #46.
2. I have completed numerous appraisals on various types of real estate including vacant industrial, commercial, and residential sites, commercial/industrial and residential subdivisions, professional office buildings, small village, neighborhood and regional shopping centers, restaurants, gas stations, regional chain food stores, as well as other nontypical and special use properties.
3. In order to familiarize myself with the local market I have conferred with local Realtors, interviewed numerous local municipal officials, property owners, and tenants. I believe that this research and activity has provided additional insight into the market in which the subject exists and the economic conditions prevalent in the community and the region.

Because of my experience, education, and professional recognition, I possess the necessary background and knowledge to competently complete this assignment

EXECUTIVE SUMMARY

OWNER/BORROWER:

State of New Hampshire

ADDRESS:

84 Iron Works Road in Concord, New Hampshire

SUBJECT:

The subject of this appraisal is a residential farmhouse which was known as the Carter-Abbot Farm located on a recently subdivided lot which now contains 3.20± acres of land.

INTEREST VALUED:

Fee Simple Market Value

DATE OF APPRAISAL INSPECTION:

A complete inspection of the subject property was completed on June 23, 2014, in the company of Mr. Jared Nylund.

DATE OF VALUE OPINION:

June 23, 2014, which in this instance is also the date the subject was inspected.

DATE OF REPORT:

July 9, 2014 is the date in which the appraisal report was transmitted.

INDICATED VALUES BY:

Sales Comparison:	\$210,000
Income Approach:	Not applicable
Cost Approach:	Not applicable

RECONCILED VALUE ESTIMATE: \$210,000

LEGAL DESCRIPTION/HISTORY:

Per the enclosed tax assessment card, the latest noted transfer of the subject property occurred on June 26, 1957, recorded in Merrimack County Registry of Deeds Book 808, Page 441. However, it was noted this legal description is not correct. Per Mr. Jared Nylund, the last transfer of the subject occurred on March 28, 1940, recorded in Merrimack County Registry of Deeds Book 574, Page 414. Since this transfer, the subject has been used residentially, commercially, and appears to have been used as a mix of residential and commercial over the past several years. More recently, the subject property has been vacant, with the exception of the barn, which has been used for storage purposes. The subject recently was subdivided from a larger parcel, with the excess land subdivided and put into a conservation easement. The larger parcel is not considered part of this appraisal assignment. To my knowledge the subject is not currently being marketed nor under contract. However, one of the main purposes of this assignment is to determine a fair market value estimate to potentially market the property. A title search is beyond the scope of this appraisal. The client is advised to employ a qualified attorney if this is felt to be a major issue. A copy of the legal description is included in the addenda.

INTENDED USE:

It is my understanding that this report is to be used to assist the client, NH Department of Administrative Services for potential marketing and/or portfolio purposes.

PURPOSE:

The purpose of this appraisal is to estimate the "as is" market value of the fee simple interest, unencumbered, of the subject property as of June 23, 2014, which is the date of inspection of the subject property. In valuing this property, I have considered the actions of the market and have concluded with a market value in consideration of current economic indicators.

SCOPE:

This appraisal is intended to comply with the reporting requirements set forth under the 2014-2015 Uniform Standards of Professional Appraisal Practice for an Appraisal Report. It is my opinion that this appraisal is not so limited as to result in a mislabeled or confusing report.

The scope of this appraisal included an inspection of the subject property on June 23, 2014 and investigation and analyses of the market data which may affect and influence the value of the subject property.

The investigation included research of public records through the use of commercial sources of data such as printed comparable sales data services and computerized databases. Search parameters such as dates of sale, leases, locations, sizes, types of properties, and distances from the subject started with relatively narrow constraints and, if necessary, were expanded until, in the appraiser's opinion, sufficient data was retrieved to estimate market value, or until the appraiser believed that the available pool of data was reasonably exhausted. Researched sales data was viewed and, if found to be appropriate, efforts were made to verify the data with persons directly involved in the transactions such as buyers, sellers, brokers or agents. At the appraiser's discretion, some data may have been used without personal verification if, in the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during the data collection process. Only the data deemed to be pertinent to the valuation of the subject property has been reported.

The appraiser also investigated and analyzed any pertinent easements or restrictions on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If no title report was provided, the appraiser relied on a visual inspection to identify any readily apparent easements or restrictions.

ENVIRONMENTAL:

I did not observe any ground contaminants or evidence of waste such as sludge, chemical residue or oil spillage on the subject site. To the best of my knowledge, the subject property has not been recently tested for the presence of any hazardous waste. Based on the OneStop web site as prepared by the NH Environmental Services the environmental history of the subject (based on a search of the subject's address), the site indicates there are no current or past hazardous waste generators. However, it does note an inactive public water problem, which was tied to the operation of Bancroft Products, Inc. It should be noted that I am not an expert in determining the presence or absence of hazardous substances. Therefore, I assume no responsibility for studies or analyses which would be required to conclude the presence or absence of such substances or potential impact as a result of the presence of such substances. This report was prepared under the assumption that the subject property is "clean", being free and clear of any hazardous/toxic materials.

SPECIAL ASSUMPTIONS:

Typical limiting conditions and general assumptions are located in the addenda of this report.

DEFINITION OF MARKET VALUE:

The term *Market Value* is defined in the 2014-2015 Edition of the Uniform Standards of Professional Practice (Page A-75), as promulgated by the Appraisal Standards Board of The Appraisal Foundation, as *"the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

- ◆ *Buyer and seller are typically motivated.*
- ◆ *Both parties are well informed or well advised, and acting in what they consider their own best interests;*
- ◆ *A reasonable time is allowed for exposure in the open market;*
- ◆ *Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and*
- ◆ *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

APPRAISAL DEVELOPMENT AND REPORTING PROCESS:

In preparing this appraisal, the appraiser . . .

1. - Inspected the subject property on June 23, 2014;
2. - Researched and collected market data related to market conditions and market activity;
3. - Confirmed and analyzed the data and applied all applicable approaches to value;
4. - Exercised some degree of due diligence to determine the existence of apparent adverse conditions; and
5. - Arrived at a value conclusion, the results of which are reported as a single point value estimate.

It is important to note this summary appraisal report does not include the following:

1. - Full regional, state, and local analysis
2. - Detailed review of the zoning ordinance which governs the subject property
3. - Review of environmental or other survey reports
4. - Full tax and assessment analysis of the subject property
5. - Full site and improvement analysis
6. - In-depth market and highest and best use analysis.

GENERAL REGIONAL AND MUNICIPAL DATA

The following data has been extracted mostly from published studies by the State Occupational Information Coordinating Committee (SOICC) Of New Hampshire. The information is funded through a grant from the New Hampshire Department of Resources and Economic Development, Office of Business and Industrial Development.

Municipality

City/Town:	City of Concord
County:	Merrimack
Labor Market Area:	Concord NH Micro-NECTA
Tourism Region:	Merrimack Valley
Planning Commission:	Central NH Regional
Regional Development:	Capital Regional Development Council

Municipal Services:

Type of Government:	Manager & Council
Planning Board:	Appointed
Industrial Plans:	Planning Board
Zoning:	1930/01
Master Plan:	2008
Capital Improvement Plan:	Yes
Police Department:	Full Time
Fire Department:	Full Time
Nearest Hospital:	Concord Hospital in Concord, NH
Distance to Hospital:	Local
Number of Beds:	237 staffed beds

Available Utilities:

Electric Supplier:	Concord Elec. & Util
Natural Gas Supplier:	Liberty Utilities
Water Supplier:	City of Concord Water Dept.
Sanitation:	Municipal

Telephone Company: Fairpoint
Cellular Phone Access: Yes
Cable Television: Yes

2012 Tax Burden Allocations:

Residential: 53.9%
Commercial: 41.7%
Public Utilities, Current Use, Other: 4.3%

2012 Housing Statistics:

Total Housing Units: 18,859
Single Family Units: 9,188
Two to Four Units: 3,094
Five or More Units: 5,677
Manufactured Housing Units: 900

Demographics:

Population	2012	2010	2000	1990	1980	1970
Community	42,630	42,695	40,765	36,994	30,400	30,022
County	146,761	146,445	136,716	120,618	98,302	80,925

Income Estimate (ACS 2008-2012):

Per Capita Income: \$30,131
Median 4-Person Family Income: \$72,879
Median Household Income: \$53,567
Average Weekly Wage (2012): \$ 893 (Total, private plus government)

The Top Five Major Employers:

Employer	Product/Services	Employees
State of New Hampshire	Government	5,740
Concord Hospital	Hospital	3,324
Steeplegate Regional Mall	Retail stores	1,200
Concord School District	Education	952
Lincoln Financial	Insurance services	588

Transportation:

Road Access:	Routes 3, 4, 202, 3A, 9, 13, 106, & 132
Nearest Interstate Exit:	I-393, Exits 12-17; I-393; I-89, Exits 2-3
Railroad:	Gilford Rail Service
Public Transportation:	CAT
Nearest Commercial Airport:	Manchester-Boston Regional - 24 miles

Distance to Major Metropolitan Areas:

Manchester, NH:	18± miles
Portland, ME:	110± miles
Boston, MA:	68± miles
New York, NY:	273± miles
Montreal, Canada:	245± miles

Commuting Patterns (2012):

Mean Travel Time to Work:	22.3 minutes
Percent of residents:	
working in the community	59.5%
commuting to NH community	37.2%
commuting outside of NH	3.3%

Conclusions

The City of Concord is an attractive location for both residential, commercial, and industrial development with several easy access roads to major transportation routes, air service at the Concord Airport, major shopping, and recreation facilities in both Concord and Manchester. The city's population density is 664.6 persons per square mile of land area. Concord contains 64.2 square miles of land area and 3.2 square miles of inland water area. The city appears to have the infrastructure in place to take advantage of the recovery and has sufficient land identified and zoned for further continued expansion when the economy turns around.

NEIGHBORHOOD ANALYSIS

A neighborhood is defined as, "A group of complementary land uses; a related grouping of inhabitants, buildings or business enterprises". A neighborhood should be distinguished from a district, which is defined as, "A market area characterized by one predominant land use - e.g., apartment, commercial, industrial, agricultural".¹ A neighborhood will contain land uses, complementary to one another. For example, predominantly residential neighborhoods typically contain some commercial properties that provide services for the local residents. The boundaries of a neighborhood can be physical, such as a lake, stream, or major highway, or they may be less easily discernible such as changes in prevailing land use or occupant characteristics.

Neighborhood Boundaries

The subject property is located on Iron Works Road in the City of Concord, New Hampshire. Iron Works Road is located southwest the heart of the immediate downtown section of Concord in an area which is predominately residential and agriculturally orientated. Due to the existing zoning, uses, and trends that have been observed, the boundaries for the subject's immediate neighborhood may best be defined as those properties which are residentially orientated, located outside of the immediate downtown Concord area.

Character

Access

Access to the subject's neighborhood is excellent as the Concord grid of roads leads to Main Street. Interstate, 93, Interstate 393 and Interstate 89 are all located within a few miles of the subject property, which provides access to all parts of the State.

Uses

Uses in the subject's immediate neighborhood consist primarily of residential and agricultural properties; however, there is a mix of some service related uses, such as a church, veterinarian office, and a correctional facility also noted in the immediate area. Most of the immediate properties are improved with older single family residential buildings. Also located in the immediate neighborhood are several agricultural uses, and some public ball fields.

¹ The Appraisal of Real Estate (Chicago, Ill: Appraisal Institute, Twelfth Edition, 2001) page 164.

Growth and Development

Life Stage of Neighborhood

The majority of the structures in the immediate subject neighborhood appear to have been constructed over the past 50 to 100 years, with most being in average to good overall condition. The majority of these buildings are single family dwellings.

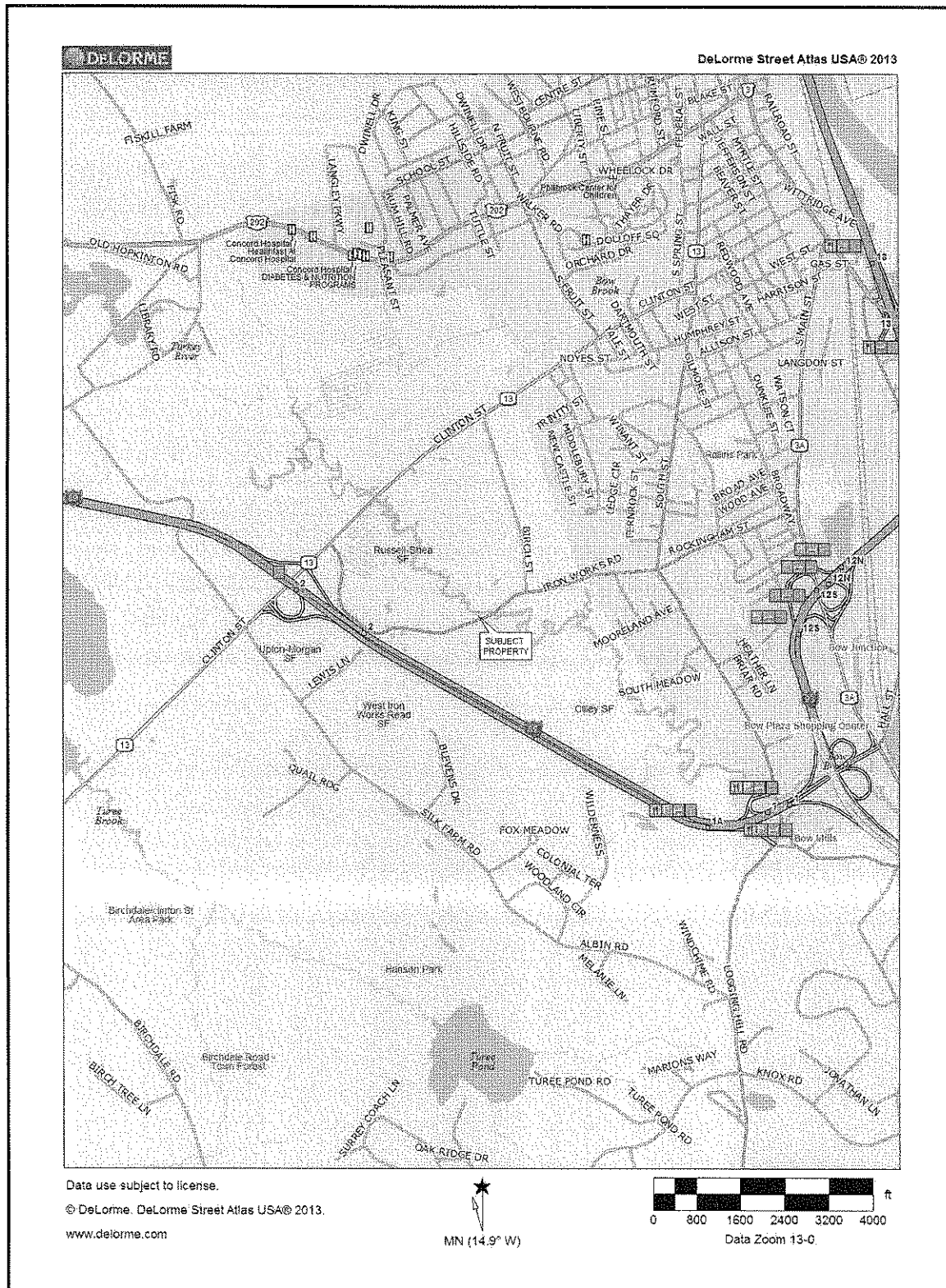
Vacancies throughout most of Concord range from 5% to 15%, with approximately 5% being the norm. Lease rates over the past few years have remained fairly steady; however, over the past few years, there have been relatively fewer amounts of vacancies in the subject's general immediate neighborhood.

The life stage of the neighborhood, based on my observations, appears to be one of stability to very moderate growth.

Conclusions

Overall, the subject property enjoys good exposure because of its location on a residential roadway, in an area which is within close proximity to both Interstate system, as well as to the Downtown Concord area. Generally, most properties in this neighborhood have been adequately maintained and are of average quality and condition. Because of its location, this neighborhood will, in my opinion, continue to be a fairly desirable residential location in the foreseeable future.

NEIGHBORHOOD MAP



DESCRIPTION REAL ESTATE APPRAISED

A summary of site characteristics is presented below:

Location: 84 Iron Works Road in Concord, New Hampshire

Owner of Record: State of New Hampshire

Assessors Identification: Tax Map 93, Block 1, Lot 2

Assessment & Taxes:

Land component.	\$330,400
Improvements.	<u>\$399,200</u>
* Total Assessed Value	\$729,600
2013 Equalized Value @ 98.9%.	\$737,715
Annual Taxes @ \$25.58/1,000.	\$ 18,663

* The current assessment reflects the entire subject property prior to it being subdivided.

Site Description:

Per the subdivision plan provided to me, the subject site is irregular in shape, and contains a total of 3.20± acres of land. The subject site has approximately 595.52± feet frontage along the northerly side of Iron Works Road. Iron Works Road is a two-way, paved roadway which provides good access, being predominantly at road grade. The generally topography of the site is considered to be gently sloping in an easterly direction towards the Turkey River. The site is predominately cleared, improved with an old farm with an attached barn. The property is serviced by a private water and septic system which is considered typical for the immediate area.

Flood Hazard:

A portion of the subject property located adjacent to the Turkey River is located in the Special Flood Hazard Zone "A". However, it does not appear that any of the site improvements are located in a flood hazard zone as referenced by the National Flood Insurance Program/U.S. Department of Housing & Urban Development flood insurance rate map. It is noted that I am not qualified to make flood plain determinations. If the client is so concerned, an independent analysis and determination should be conducted by a qualified expert. A copy of the national flood hazard map is included.

Zoning:

According to the tax assessment records the subject property is located in the RO - Open Space Residential Zoning District. There is a minimum lot size of 2.00 acres with a minimum frontage requirement of 200 feet. Generally, most residential uses in this zone are considered legal and conforming. The subject is also subject to the shoreline protection, overlay district, and the shoreline water quality protection districts. Most of these restrictions are located adjacent to the Turkey River and do not impose any additional major restrictions to the current improvements. Therefore, based on the preceding zoning analysis, it appears that both the subject site and use are considered to be legal and conforming. However, it should be noted the determination of the zoning compliance is beyond the scope of this appraisal. If the client determines the zoning is or could be an issue, it is advised that the client hire a zoning expert.

Easements & Detrimental Conditions:

I was not made aware of any other detrimental conditions, easements, encroachments, or restrictions that exist on the subject property, which I would consider to adversely affect the marketability of the subject property. However, it is noted that a letter dated February 24, 2014 in regards to the Minor Subdivision of the subject property notes that the "City Planning Board granted a Conditional Use Permit pursuant to Section 28-5-546 Single Family Dwelling in a Standard (Non-Cluster) Subdivision. My interpretation of this is that the permitted use of the subject is limited to a residential dwelling. Also, included in the subject addenda is a proposed Historic Preservation Easement. This easement is proposed, which would further limit the potential uses, renovations, and additions which would be allowed to be completed on the subject improvements. The research required to determine if additional restrictions exist is beyond the scope of this assignment. Typically deed restrictions are a legal matter which may only be uncovered via a title extract completed by a qualified attorney or title company. Therefore, if the client is so concerned, it is recommended that a professional title extract be completed by a qualified expert.

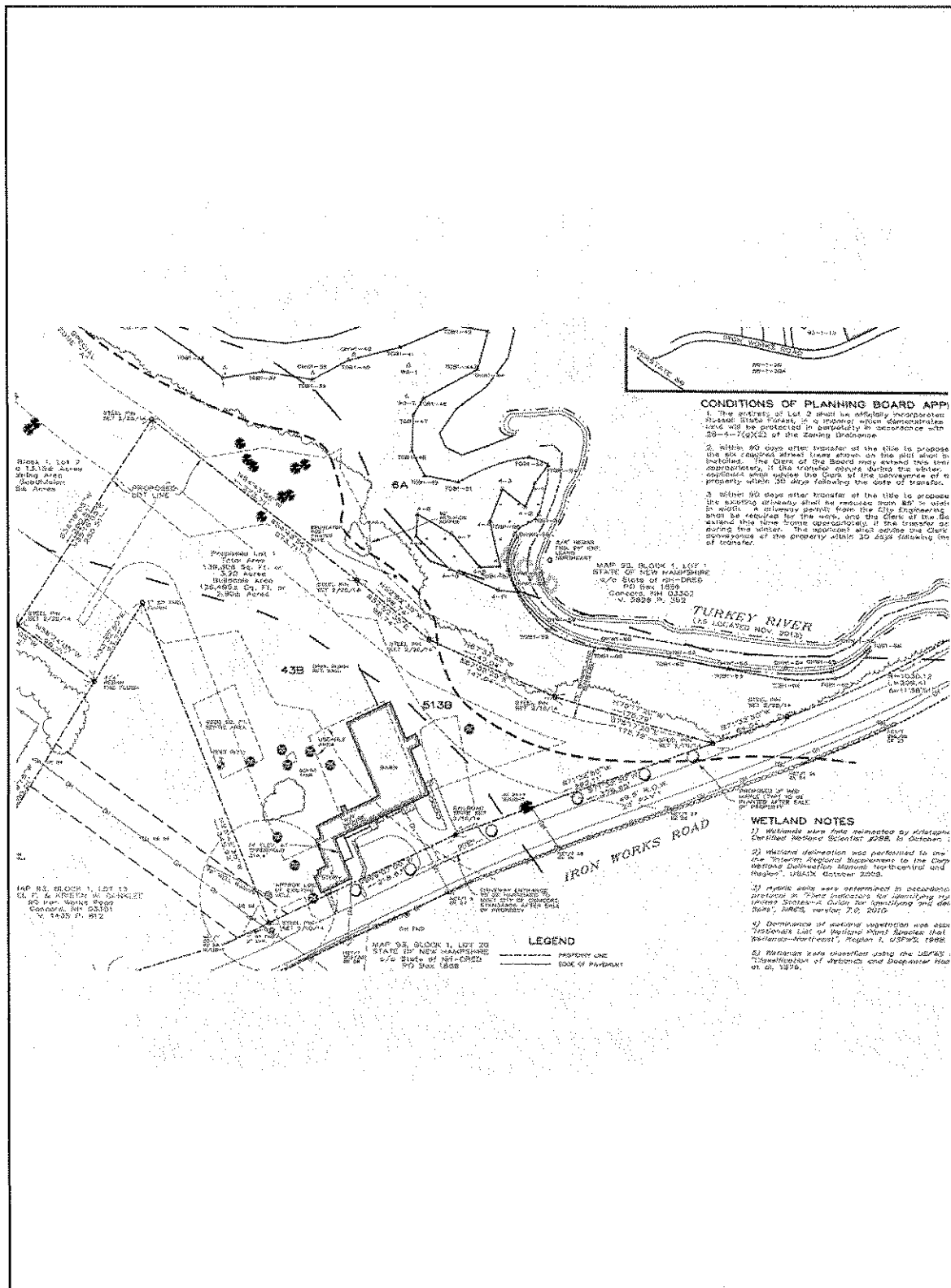
Highest & Best Use - As Vacant:

Based on current market data of what uses would be legally permissible, physically possible and economically feasible in the subject neighborhood indicate that as vacant the highest and best use would be for some type of residential development.

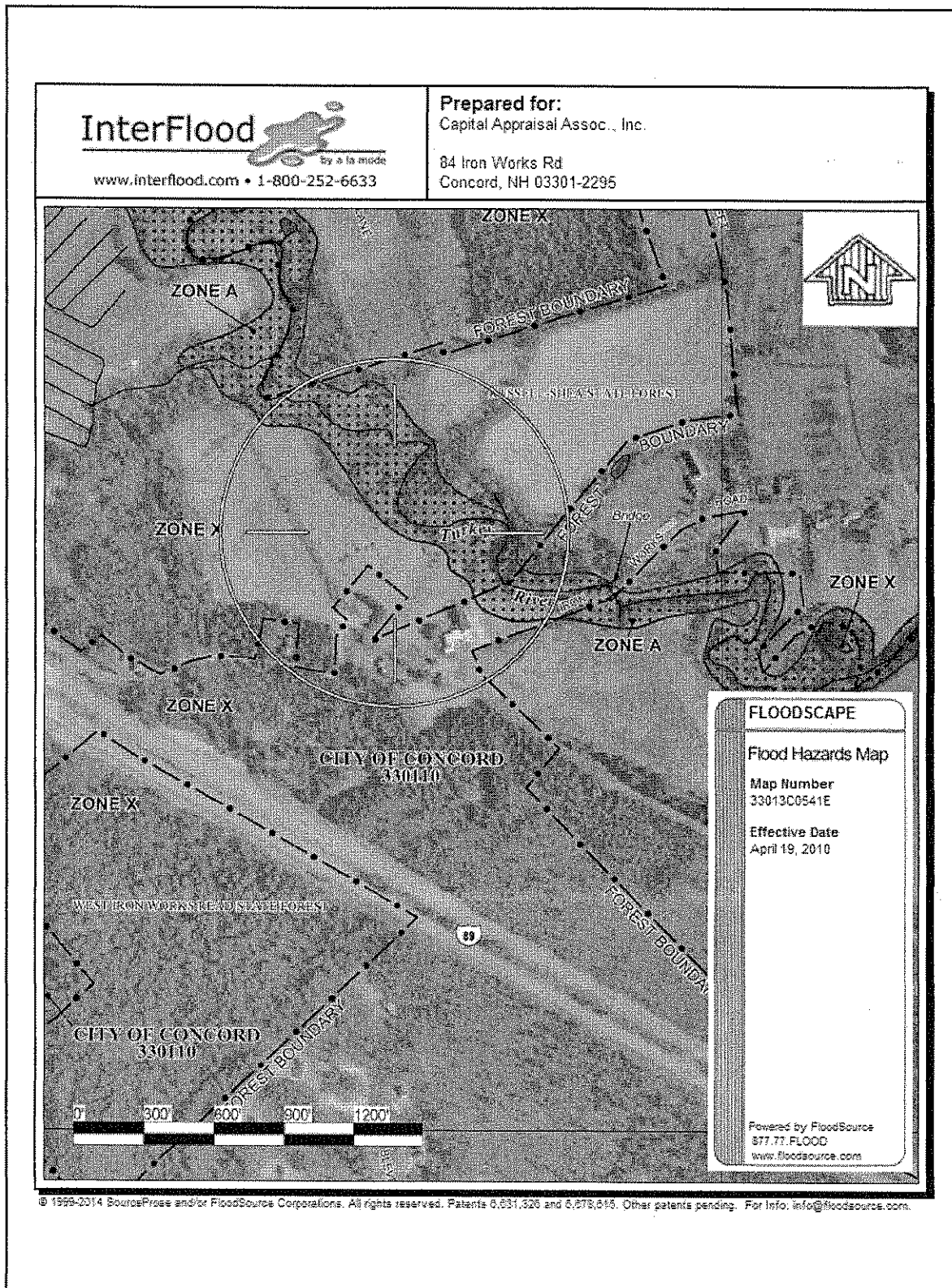
AERIAL MAP - GOOGLE MAPS



SITE SURVEY



FLOOD MAP



IMPROVEMENT DESCRIPTION

Source (s):

This description is based on my personal inspection of the subject property, as well as information secured from the owner and assessment data. It should be noted that the appraiser is not a structural engineer (or an architect) and, consequently, no opinion is offered as to the quality or the inherent structural integrity of the improvements. Obvious physical or functional items are mentioned in this report (which in my opinion would affect value) are provided for the reader's information and addressed within the report in the appropriate valuation sections.

Improvements:

The subject property is known as the Carter-Abbott Farm. Based on information provided to me, the property was used as a farm as early as 1750. In about 1940 the farm was acquired by the State of New Hampshire to be used as an agricultural facility for the State Hospital. The farm was shut down circa 1972 and was then used by a business that served the equipment and employment needs of patients of the State Hospital. The property has been vacant since 2011.

Main Structure

Actual/Effective Age:

Per information provided to me, the main dwelling was constructed circa 1795, the ell section was added circa 1810, and the wing was added circa 1945. Based on my observations of the subject property, it is my opinion that the overall effective age is approximately 35 to 45± years and considered to be in fair overall condition.

Foundation:

Mainly a full basement which houses the mechanical and is used for additional storage. Sections of the basement appear to have been used commercially as there are some sectioned off offices, bathrooms, assembly and storage areas.

Construction:

Wood frame.

Exterior:

Typical clapboard and asbestos siding. Most of the siding and trim for the entire property is in need of scraping and painting.

Doors:

All of the interior and exterior doors are typical older residential type doors.

Windows:

Typical older double hung windows, most which appear to have storms and screens. Most of the windows are older and should be fully renovated and/or replaced.

Roof Structure:

Typical pitched roof with asphalt shingles which appears to be in average condition. No major leaks were noted throughout. The connecting ell appears to have either a rubber membrane or a metal covering.

Floor Structure:

A mix of wood and carpet flooring throughout, most which needs to be renovated.

Partitioning:

It is assumed that the partitioning throughout is wood.

Insulation:

Unknown - concealed.

Ceilings:

Painted plaster and/or drywall ceilings throughout, most which needs to be renovated, noting some of the ceiling paint has fallen off.

Interior Finish:

Typical painted plaster and/or drywall walls throughout, most which needs to be renovated.

HVAC:

Oil fired heating system. The condition of the heating system is unknown. The property has no central air conditioning.

Electrical:

The electrical is reported to be adequate for the current use.

Lighting:

Typical lighting throughout.

Use & Size:

Based on the tax assessors records, the building consists of approximately 5,180± square feet of gross building area which does not include any of the porches, decks, below grade areas, nor the attached barn. The main dwelling is accessed via a typical front door or along the sides via a ramp with a covered entry porch. The main dwelling or original section is finished as a typical standard farmhouse having a kitchen, dining room, family room, and a bathroom on the main level and several bedrooms and an adequate amount of bathrooms on the second floor. However, unlike the residential finish of the main section, the attached ell, on both levels, has been partitioned off into individual offices. It appears the original use was as additional finished area which could be used as an additional bedrooms, family room, entertainment area, or as a heated entry mud room. The overall structure appears to be fairly sound, however, the entire property is in need of updating and major renovations.

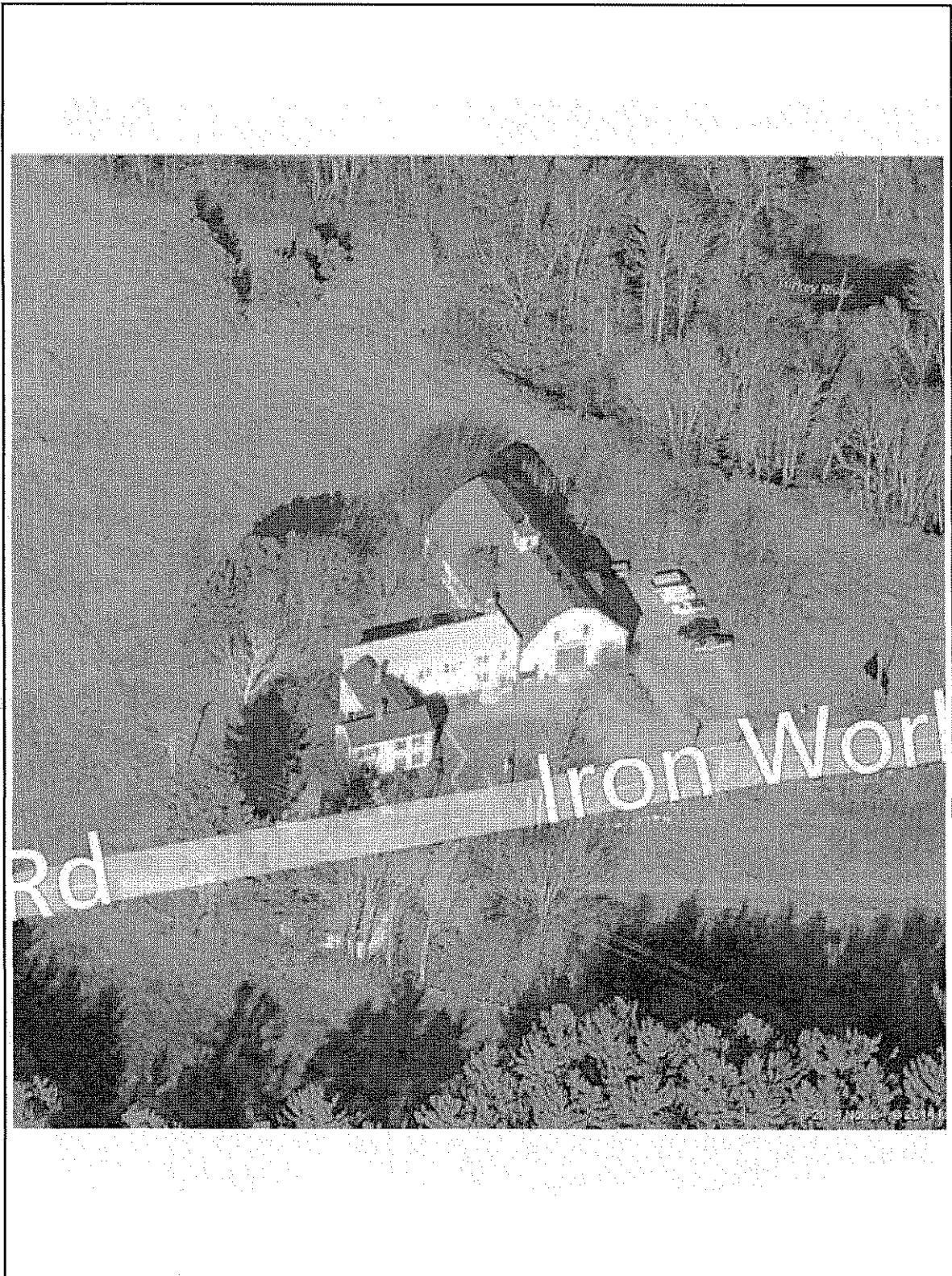
Additional Comments/Buildings:

Attached to the ell section is a multistory 5,000 square foot barn which, according to some sources, was constructed circa 1912. The barn finish is very basic, being mainly open wood walls, ceilings and doors. The front main level has horse stables with sliding stall doors. The barn is set up somewhat built into the bank having a raised ramp entrance at each end and an exposed walkout basement along the easterly side of the building. The basement of the barn is full and is semifinished. The basement appears to have once been used commercially having older linoleum floors and painted walls. The basement of the barn is connected/accessed through the ell section.

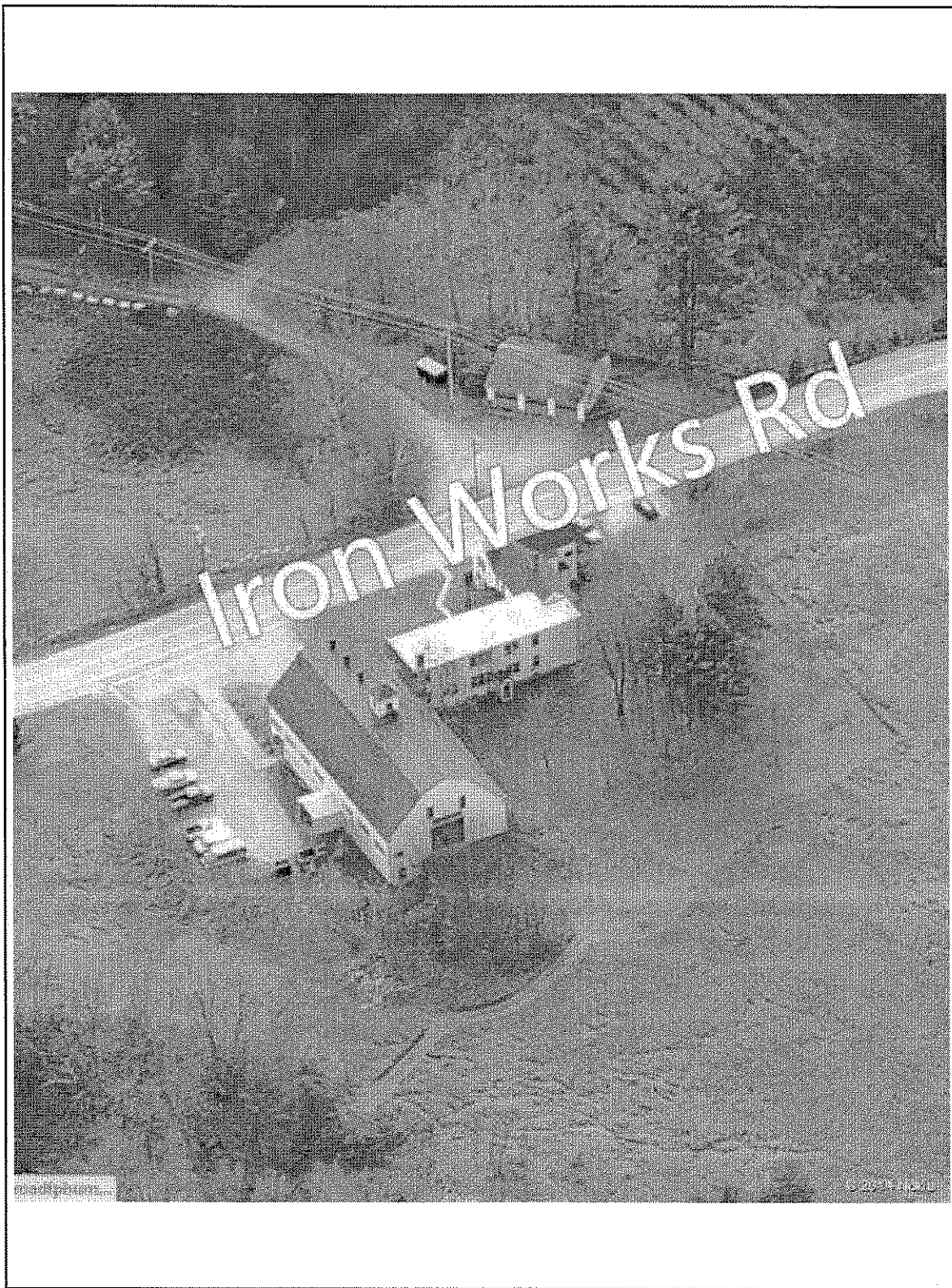
Highest & Best Use - As Improved:

Based on current market data of what uses would be legally permissible, physically possible and economically feasible in the subject neighborhood indicate that as improved, the subject property as a whole, which would yield a value greater than the estimated value of the vacant site. Therefore, the maximally productive use of the subject property would be for a residential type of use.

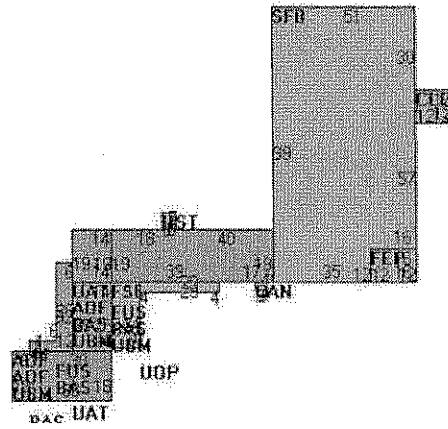
AERIAL MAP - BING MAPS



AERIAL MAP - BING MAPS



BUILDING SKETCH - TAX CARD



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
SFB	Base, Semi-Finished	4857	4128
BAS	First Floor	1950	1950
AOF	Office	1646	1646
FUS	Upper Story, Finished	1584	1584
CAN	Canopy	12	0
CLP	Loading Platform, Finished	144	0
FEP	Porch, Enclosed, Finished	192	0
FSP	Porch, Screen	240	0
UAT	Attic, Unfinished	616	0
UBM	Basement, Unfinished	2366	0
UOP	Porch, Open, Unfinished	116	0
UST	Utility, Storage, Unfinished	30	0
		13753	9308

VALUATION PREMISES

Every estimate of *market value* includes a presumption that the appraiser will consider and judge the applicability of each of the alternative courses of action potentially available to the decision-maker or purchaser. The realistic alternative choices confronting him (ignoring the alternative to do nothing) are three in number.

SALES COMPARISON APPROACH

The purchaser-investor can acquire through purchase an existing substitute property with the same apparent utility. The value of the subject property is measured by the price (s) at which effective substitute properties can be or have been purchased, under similar market conditions. Analyzing sales data for competitive substitute properties constitutes what is called the *Sales Comparison Approach* or what is widely termed the *Market Data Approach*.

INCOME CAPITALIZATION APPROACH

For income-producing real estate, the purchaser-investor has a third possible choice. He can acquire a substitute investment whose forecasted income stream has the same size, duration, timing, stability, and certainty (or risk) as the income stream forecasted for the subject property. The present worth or capitalized value of such an income stream represents the value of the right to receive that income stream. The cost of acquiring a competitive substitute income stream on the market measures the value of the property rights being appraised. This acquisition cost is calculated by what is usually referred to as the *Income Approach*.

COST APPROACH

Alternatively, the purchaser-investor may possibly produce or have produced a substitute property with the same perceived utility as the subject property has. The cost of production of this substitute property, provided it is market-determined, represents another measure of the value of the property being appraised. This cost-of-production figure is derived by what is termed the *Cost Approach*.

VALUATION ANALYSIS

These three alternatives provide the conceptual foundation for approaching the valuation of property rights in real estate. They are interdependent and interrelated, and they all require data from the same market. If good market data is available, the value indications of the three approaches should fall within a fairly narrow range. The three value indicators are reconciled, and a final value conclusion is made. All three approaches are always considered, however, depending on the accuracy, reliability, and pertinence of the market data available for each approach, only one or two approaches may be utilized.

In the valuation of the subject property, the *Sales Comparison Approach* has been utilized as there were an adequate number of comparable sales with which to develop a valuation estimate. In my opinion, the subject is best suited for a single family residential, owner occupied type of use. Typically these types of properties are not purchased or sold based on their income potential. Therefore, in my opinion, the *Income Approach* is not an applicable approach to value. The *Cost Approach* has not been employed due to the actual age of the improvements. This is due to the possible errors that could result from estimating the amount of accrued depreciation.

The steps utilized for each appraisal approach used within this report are summarized in greater detail at the beginning of each approach.

SALES COMPARISON APPROACH TO VALUE - INTRODUCTION

In the *Sales Comparison Approach*, the value of the subject property is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a substitute property with the same quality, utility and perceived benefits of ownership.

In an active market where sufficient information is available, this approach is often the most appropriate as it actually reflects the actions of buyers and sellers in the marketplace, and a unit value may be defined to narrow ranges.

Application of the *Sales Comparison Approach* in this report calls for using sales of comparable properties having a similar highest and best use as compared to the subject property.

The following steps describe the applied process of the *Sales Comparison Approach*:

1. - The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
2. - Qualify the prices as to terms, motivating forces, and bona fide (arm's length) nature.
3. - The market generally applies units of comparison such as a square foot, front foot, per acre, etc., when weighing property values. The most meaningful unit of value appropriate for the subject property is determined.
4. - Analyze all dissimilarities and adjust for their probable effect on the price of each property to derive new market value indications for the subject property. Areas of difference may be location, size, view, access, condition, appeal, financing or time (economic trends).
5. - Analyze the value indication of each comparable sale and reconcile the data for a final indication of value.

This approach is based on data gathered in the field, and as such, the quality and quantity of information determines the degree of reliability one might place on the value indication derived.

SALES ANALYSIS

General overview

This appraisal assignment is a summary appraisal in which some of the typical narrative data has been omitted. It is noted that typically residential properties are valued based on the whole-to-whole valuation technique with most adjustments made to account for the varying sizes, differing room counts, condition, and varying lot sizes. However, due to the very irregular configuration of the subject property, the uncertain or necessary renovations necessary to make the subject livable, I have opted to value the subject property based on the per unit or per square foot value, with the only adjustments applicable being for the varying conditions, building size, and lack of any additional amenities.

Based on an analysis of the real estate market to include both property values in general and lease rates, I am of the opinion that properties similar to the subject property, since approximately the beginning of 2012, appear to have reached a stabilization of values in which neither depreciation nor appreciation rates are truly justifiable.

All adjustments were made on a per square foot value and all adjustments were rounded to the nearest 1% to account for market imperfections.

Analysis Of The Comparable Sales

The following comparables indicate a range of value for the subject property of between \$33.19 per square foot upwards to \$43.17 per square foot of gross building area with a mean indicated sales price of the comparables being approximately \$39.45 per square foot of gross building area.

Comparable B-1 is a very similar comparable sale located on Oak Hill Road in Concord. This property is a similar farm style home with an ell, and an attached barn and garage. The property was originally marketed for over \$300,000, with the last noted MLS price noted as being \$175,000. It was on the market for approximately two years with very little interest. One offer was made about a year ago, but after the apartments were found to be illegal, the offer was withdrawn. The property finally was canceled from MLS, and the property owner sold the property to an abutter for \$140,000. The grantor noted the price was slightly low, which he considered to be slightly distressed, and further noted he was willing to take less as there was no longer any broker involved with the transaction. No adjustments were applied to this comparable.

Comparable B-2 is located just west of the subject also on Iron Works Road. This property is an 1880 New England Style Farm House, with a detached two-car garage (due to the condition no or very little contributory value). The broker noted the property was sold "as is", and noted the property needed extensive renovations. This property is much smaller than the subject property and typically would be adjusted downwards for this feature. This is due to the theory of economies of scale or building size which generally states that a larger building will tend to sell for a lower unit value. However, in this instance, it is my opinion that this feature is considered to be offset with the positive adjustment which would be necessary to adjust this comparable for the lack of any large barn like the subject and the first comparable have. No further adjustments were felt to be warranted or applied to this sale.

Comparable B-3 is located on Pleasant Street in Concord. This property is an 1859 Victorian or early Colonial Style home, with a detached one-car garage (limited contributory value). The broker noted this property was sold with a Historic Preservation Easement and, as such, would have some additional restrictions as to what could be altered and/or renovated to the property. The home was being advertised as having most of its original features, making it a great rehabilitation project. Once again, similar to the previous comparable, the smaller building size adjustment was considered to be an offsetting adjustment with the adjustment which would be necessary to adjust this comparable for the lack of any large barn. No further adjustments were felt to be warranted or applied to this sale.

Comparable B-4 is another rehabilitation project located on Clinton Street, near the subject property, also in Concord. This property was being advertised as a typical New Englander located close to Interstate 89. The broker noted the property needed some attention, but other than the lack of the copper piping (stolen), most of the property was generally in average overall condition and considered slightly superior to the condition of the subject property. Similar to the previous two comparable, this comparable required offsetting adjustments for its smaller overall size with the lack of any larger barn. All of the remaining aspects of this comparable appear to be fairly similar and no other adjustments were warranted.

Correlation Of The Sales Comparison Approach

All of the comparables are considered to be good indicators of the subject's market value and, therefore, no one comparable was weighted more heavily than another. However, it should be noted comparable B-4 was reported to be in slightly superior condition, and required the most net and gross adjustments. Noting the good central location of the subject property, noting that it abuts the Turkey River and conservation land, has a very large barn, as well as a larger site as compared to most of the comparables utilized, it is my opinion the middle to upper of the indicated value range is most applicable.

Therefore, based on the foregoing analysis of the comparable sales used as well as knowledge and analysis of additional sales and listings found in my files, it is my opinion that the market value of the subject property, via the *Sales Comparison Approach* is \$40.00 per square foot of gross building area. This results in an indicated market value for the subject property as follows:

5,180 s.f. @ \$40.00 per s.f. = \$207,200

Rounded Market Value Estimate = \$210,000

GRID ANALYSIS

FACTOR	SUBJECT	COMP. B-1	ADJ.	COMP. B-2	ADJ.	COMP. B-3	ADJ.	COMP. B-4	ADJ.
ADDRESS	84 Iron Works Rd. Concord, NH	PENDING SALE 151 Oak Hill Rd. Concord, NH		PENDING SALE 114 Iron Works Rd. Concord, NH		79 Pleasant St. Concord, NH		473 Chilton St. Concord, NH	
DATE OF INSP./ SALE	06/23/14	06/23/14		06/23/14		01/06/14		02/07/14	
SALES PRICE	N/A	\$140,000		\$58,000		\$100,000		\$80,000	
PROPERTY RIGHTS	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple	
FINANCING TERMS	Conventional	Conventional		Conventional		Conventional		Conventional	
SALE CONDITIONS	N/A	Typical	20.00%	Typical	0.00%	Typical	0.00%	Typical	0.00%
TIME ADJUSTMENT	N/A	Stable - Current	0.00%	Stable - Current	0.00%	Stable - Current	0.00%	Stable - Current	0.00%
TIME ADJ. S.P.	N/A	\$108,000		\$58,000		\$100,000		\$80,000	
TIME ADJ. S.P./S.F.	N/A	\$33.19		\$40.28		\$41.19		\$47.96	
LOCATION	Average	Similar		Similar		Similar		Similar	
BUILDING SIZE/S.F.	5,180	5,062		1,440		2,428		1,668	
CONDITION	Fair	Similar		Similar		Similar		SI Superior	
LOT SIZE/ACRE	3.20	3.17		0.62		0.14		0.67	
ADDITIONAL FEATURES	Large Barn	Barn/garage		Small garage		Small garage		Small garage	
HIGHEST & BEST USE	Residential	Residential	N/A	Residential		Residential		Residential	
OTHER	None	None		None		None		None	
	None	None		None		None		None	
NET ADJUSTMENTS		0%		0%		0%		-10%	
INDICATED VALUE PER S.F.		\$33.19		\$40.28		\$41.19		\$43.17	
		No. Sales		3	4				
Mean Values				\$38.22	\$39.45				
Indicated Values				\$197,966	\$204,374				
Low Value				\$33.19	\$171,916				
High Value				\$43.17	\$223,597				
Most Reasonable				\$40.00	\$207,200				

RECONCILIATION OF APPROACHES

"Reconciliation is the process of coordinating and integrating relating facts in order to develop a unified conclusion." In the estimation of Market Value of the subject property, I have considered the all applicable approaches to value. All of the approaches utilized are established and recognized appraisal techniques used in the valuation of real estate.

The purpose of reconciliation is to develop the most reliable estimate of value based on analysis of the quantity, quality, and durability of all the data developed. Thus, reconciliation is a review of the data and the various procedures in which the data is utilized within this report.

Each of these approaches has been reviewed separately by comparing to the others in terms of adequacy, defensibility and overall reliability. The results of these appraisal methods are as follows:

Sales Comparison Approach: \$210,000
Income Approach: Not Applicable
Cost Approach: Not Applicable

In my opinion, the *Sales Comparison Approach* is the most applicable approach to valuing the subject properties fee simple value estimate. In my opinion, this valuation technique gives a good indication of actions of the buyers and seller for properties most similar to the subject property. Both the *Income Approach* and the *Cost Approach* were not considered to be applicable in the valuation of the subject properties fee simple value estimate.

The *Sales Comparison Approach*, in my opinion, gives the best indication of actions of buyers and sellers for properties similar to that of the subject property. Market data is collected, documented and analyzed in direct comparison to the characteristics of the subject property. a composite of each analysis for each comparable sale is then correlated into a meaningful market indication for the subject property. This indication is offered as a price that a potential buyer might pay for the subject property as of the date of the appraisal.

Based on the foregoing, with the *Sales Comparison Approach*, being the only applicable approach, it is my opinion that the "as is" fee simple market value of the subject property as of **June 23, 2014** is **\$210,000**.

EXPOSURE TIME

The subject's exposure time is based on a typical effective marketing period for similar competing properties which have sold. Exposure time is always presumed to occur prior to the effective date of the appraisal.

Exposure time is defined by the Appraisal Foundation, USPAP 2014-2015 edition (page U-2), as "the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based upon an analysis of past events assuming a competitive and open market."

Exposure time is different for various types of property and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. This statement focuses on the time component.

Exposure time is one of a series of conditions in most market value definitions. Exposure time may vary greatly depending upon a number of factors including the motivation of the owner, the reasonableness of the offering price, the different marketing avenues, as well as the amounts and willingness of the local financing markets to name just a few. Because all of these factors greatly affect the exposure period of a property, it is very difficult to accurately measure the exposure time for the subject property.

The two best methods of estimating an exposure time are one, through actual sales, and two, through conversations with local real estate brokers. Conversations with local professional real estate brokers indicated that most properties, if reasonably priced, should sell within a twelve month time frame. Also, a review of the comparable sales utilized in the sales comparison approach, revealed that when the sales were marketed at or near the eventual sales price, the exposure period was typically less than twelve months.

Based upon the preceding, it is my opinion that a reasonable exposure time for the subject property would be twelve months or less. This assumes that the subject would be actively marketed by a professional real estate broker, at or near the final reconciled value estimate.

EXHIBITS AND ADDENDA

IMPROVED SALES ADDENDA

COMPARABLE IMPROVED SALE B-1

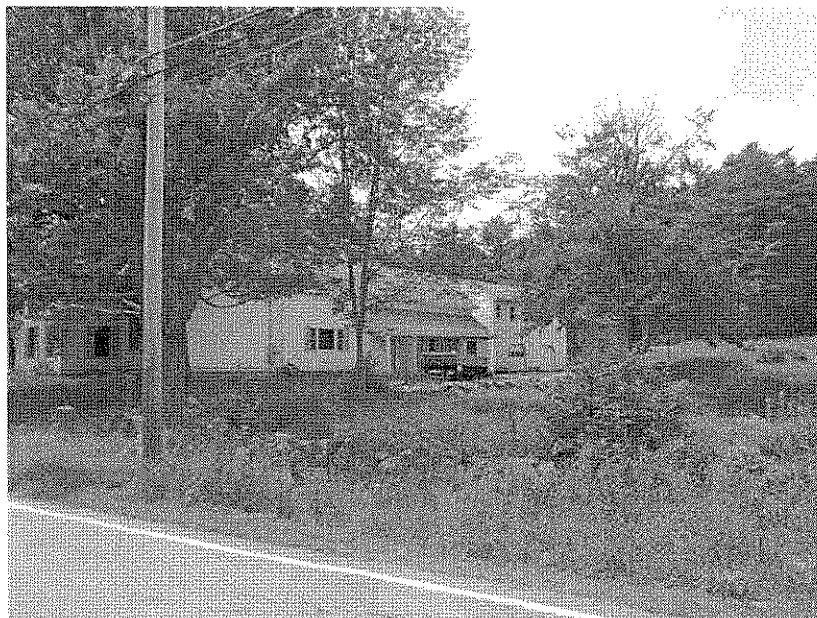
Address:	151 Oak Hill Road in Concord, New Hampshire		
Property Type:	Residential dwelling		
Grantor:	Ryan E. Douglas		
Grantee:	Dubuono		
Condition of Sale:	Reported to be slightly distressed - see comments		
Sales Price:	\$140,000 See comments		
Unit Value:	\$33.19 per square foot of gross building area		
Sale Date:	07/05/14		
Financing:	Conventional - cash to seller		
Date Recorded:	07/05/14		
Registry Recorded:	Merrimack	Deed Type:	Warranty
Book/Page:	NA	Tax Stamps:	\$2,100.00
Confirmation Source:	Insp./Grantor/Broker	By: TRD/DL	Date: 07/14
Lot Size:	3.17± acres	Shape:	Irregular
Topography:	Gently sloping	Landscaping:	Typical
Road Grade:	At grade	Road Surface:	Paved
Water:	Private	Sewer:	Private
Easements:	None adverse noted	Zoning:	RO - Residential
Highest & Best Use:	Residential Building		
Building Type:	Residential	Current Use:	Residential
Actual Age:	Circa 1790±	Effective Age:	35 to 40± years
Quality:	Average	Condition:	Fair to average
Foundation:	Mixed	Basement:	Unfinished/storage
Ext. Finish:	Clapboard siding	Roof:	Typical asphalt shingle
Framing Type:	Mainly wood	Insulation:	Amt. unknown
Lighting:	Adequate/mixed	Electrical:	Adequate
Plumbing:	Average	Heating:	Varied
Walls:	Painted drywall/plaster	Ceilings:	Plaster, drywall or sus.
Flooring:	Mixed, cpt., wood, vinyl	Bldg. Size:	5,062± s.f. per broker
Map/Lot:	120/1/14	Parking:	See comments

Comments: The main section or the original part of the home was owner occupied. The attached ell was divided into two apartment units, which were found to be illegal uses. The property was under agreement for more, however, after noting the illegal uses, the list price was reduced. The original list price was near \$300,000, reduced to \$175,000 and was taken off the market after almost 200 days. The property was also marketed by the owner before this and after this MLS listing. The abutting property owner stepped up and has purchased the property for \$140,000. The grantor noted the sales price is considered to be slightly low, noting he was very motivated to sell the property and also noted there was no broker involvement. The property has an attached garage and another detached garage, both of which were mainly used for storage purposes. The grounds were set up as a small estate, having a fence and two small ponds.

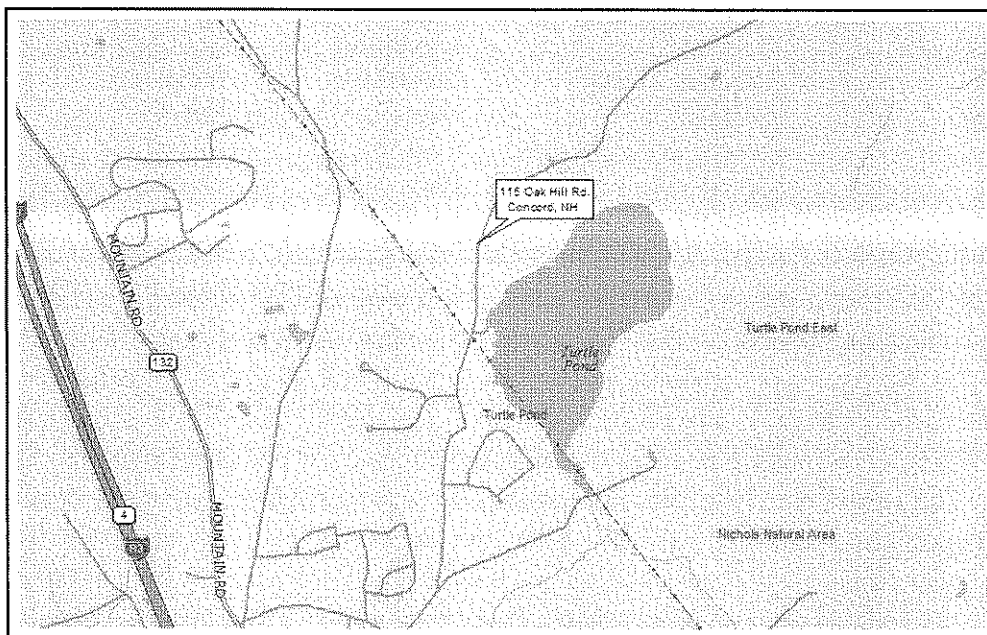
(Job 14-251)

PHOTOGRAPH & LOCATION MAP

Taken By: Mr. Timothy R. Daniels circa July 2014



Identification: 151 Oak Hill Road in Concord, NH



Identification: Location map of the comparable sale

COMPARABLE IMPROVED SALE B-2

Address: 114 Iron Works Road in Concord, New Hampshire
Property Type: Residential dwelling

Grantor: City of Concord
Grantee: Pending Sale

Condition of Sale: Reported to be arms length
Sales Price: \$58,000 See comments
Unit Value: \$40.28 per square foot of gross building area
Sale Date: 07/03/14 - Pending sale
Financing: To be conventional - cash to seller
Date Recorded: Pending sale
Registry Recorded: To be Merrimack **Deed Type:** To be Warranty
Book/Page: NA **Tax Stamps:** To be \$750.00±
Confirmation Source: Insp./Grantor/Broker **By:** TRD/DL **Date:** 07/14

Lot Size: 0.62± acres **Shape:** Irregular
Topography: Gently sloping **Landscaping:** Typical
Road Grade: At grade **Road Surface:** Paved
Water: Private **Sewer:** Private
Easements: None adverse noted **Zoning:** RO - Residential
Highest & Best Use: Residential Building

Building Type: Residential **Current Use:** Residential
Actual Age: Circa 1880± **Effective Age:** 35 to 40± years
Quality: Average **Condition:** Fair to average
Foundation: Mixed **Basement:** Unfinished/storage
Ext. Finish: Clapboard siding **Roof:** Typical asphalt shingle
Framing Type: Mainly wood **Insulation:** Amt. unknown
Lighting: Adequate/mixed **Electrical:** Adequate
Plumbing: Average **Heating:** Oil/FHW
Walls: Painted drywall/plaster **Ceilings:** Plaster, drywall or sus.
Flooring: Mixed, cpt., wood, vinyl **Bldg. Size:** 1,440± s.f. per broker
Map/Lot: 93/1/5 **Parking:** Detached 480± s.f. garage

Comments: The property was being advertised as an 1880 New England style Farm House. The property had two bedrooms, living room, dining and kitchen, and one full bath. The property was in fair condition, needing full rehabilitation. The property is being sold "AS IS". The broker noted the property is perfect for a contractor. There is a detached two car garage, which appeared to be in very poor overall condition. The property was on the market for less than a week, with the original list price being \$60,000. The exact pending price was not provided, however, the broker noted the pending price was very near the asking price. The property is located just west of the Downtown Concord Area and within a very short distance to both Interstate 89 and 93.

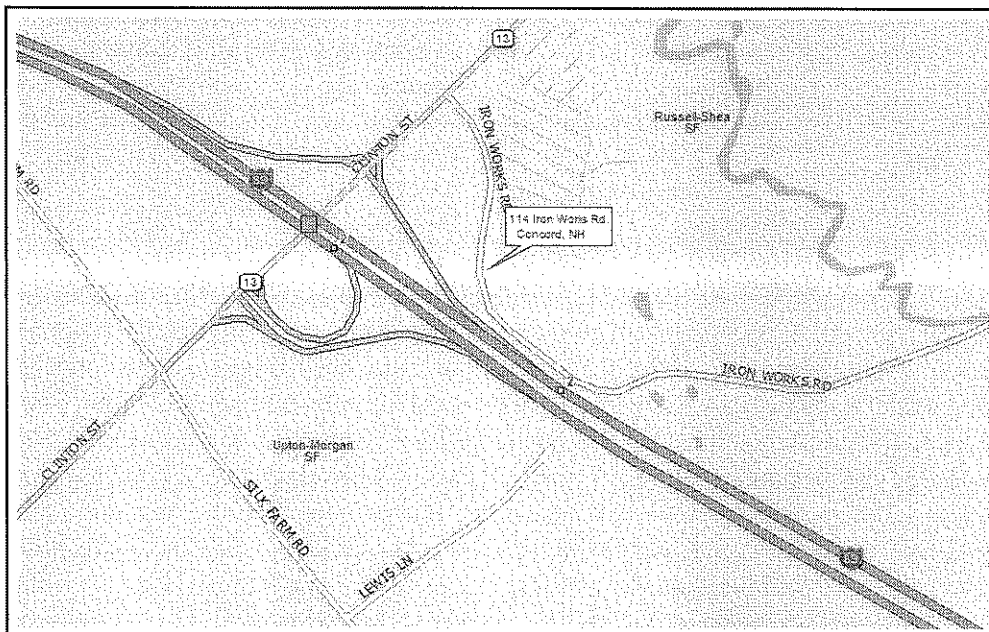
(Job 14-251)

PHOTOGRAPH & LOCATION MAP

Taken By: Mr. Timothy R. Daniels circa July 2014



Identification: 114 Iron Works Road in Concord, NH



Identification: Location map of the comparable sale

COMPARABLE IMPROVED SALE B-3

Address:	79 Pleasant Street in Concord, New Hampshire		
Property Type:	Residential dwelling		
Grantor:	State of NH		
Grantee:	Tilton Variety Inc.		
Condition of Sale:	Reported to be arms length		
Sales Price:	\$100,000 See comments		
Unit Value:	\$41.19 per square foot of gross building area		
Sale Date:	01/06/14		
Financing:	Conventional - cash to seller		
Date Recorded:	01/06/14		
Registry Recorded:	Merrimack	Deed Type:	Quitclaim
Book/Page:	3427/0548	Tax Stamps:	\$1,500.00±
Confirmation Source:	Insp./Broker /Grantee	By: LCM/TRD	Date: 02/14 & 07/14
Lot Size:	0.14± acres	Shape:	Fairly rectangular
Topography:	Gently sloping	Landscaping:	Typical
Road Grade:	At grade	Road Surface:	Paved
Water:	Public	Sewer:	Public
Easements:	None adverse noted	Zoning:	RN - Residential
Highest & Best Use:	Residential Building		
Building Type:	Residential	Current Use:	Residential
Actual Age:	Circa 1859±	Effective Age:	35 to 40± years
Quality:	Average	Condition:	Fair to average
Foundation:	Mainly stone	Basement:	Unfinished/storage
Ext. Finish:	Clapboard siding	Roof:	Typical asphalt shingle
Framing Type:	Mainly wood	Insulation:	Amt. unknown
Lighting:	Adequate/mixed	Electrical:	Adequate
Plumbing:	Average	Heating:	Gas, but steam available
Walls:	Painted drywall/plaster	Ceilings:	Plaster, drywall or sus.
Flooring:	Mixed, cpt., wood, vinyl	Bldg. Size:	2,428± s.f. per broker
Map/Lot:	37/6/17	Parking:	Detached 216± s.f. garage

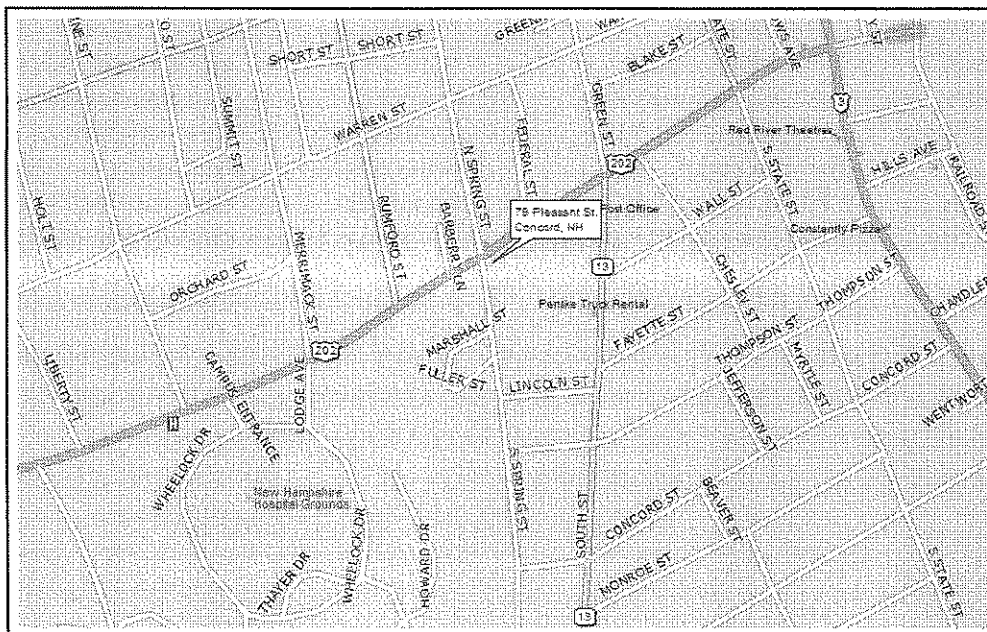
Comments: The property was being advertised as a great rehabilitation project. The property was also subject to a historical preservation easement restricting some of the renovations to the exterior of the building. The property is currently in the process of being fully restored. The property was on the market for just over 115 days, with the last noted list price being \$89,900. Confirmed with the buyers broker being Craig Keeler of Fairway Real Estate, LLC.

(Job 14-251)

PHOTOGRAPH & LOCATION MAP
Taken By: Mr. Timothy R. Daniels circa July 2014



Identification: 79 Pleasant Street in Concord, NH



Identification: Location map of the comparable sale

COMPARABLE IMPROVED SALE B-4

Address:	473 Clinton Street in Concord, New Hampshire		
Property Type:	Residential dwelling		
Grantor:	PNMAC Mortgage Co., LLC		
Grantee:	Louis J. Pichette		
Condition of Sale:	Reported to be arms length		
Sales Price:	\$80,000 See comments		
Unit Value:	\$47.96 per square foot of gross building area		
Sale Date:	02/07/14		
Financing:	Conventional - cash to seller		
Date Recorded:	02/07/14		
Registry Recorded:	Merrimack	Deed Type:	Warranty
Book/Page:	3430/1366	Tax Stamps:	\$1,200.00±
Confirmation Source:	Insp./Broker	By: TRD	Date: 07/14
Lot Size:	0.67± acres	Shape:	Fairly rectangular
Topography:	Gently sloping	Landscaping:	Typical
Road Grade:	At grade	Road Surface:	Paved
Water:	Private	Sewer:	Private
Easements:	None adverse noted	Zoning:	RO - Residential
Highest & Best Use:	Residential Building		
Building Type:	Residential	Current Use:	Residential
Actual Age:	Circa 1940±	Effective Age:	35 to 40± years
Quality:	Average	Condition:	Fair to average
Foundation:	Mainly stone	Basement:	Unfinished/storage
Ext. Finish:	Clapboard siding	Roof:	Typical asphalt shingle
Framing Type:	Mainly wood	Insulation:	Amt. unknown
Lighting:	Adequate/mixed	Electrical:	Adequate
Plumbing:	Average	Heating:	Oil/FHW
Walls:	Painted drywall/plaster	Ceilings:	Plaster, drywall or sus.
Flooring:	Mixed, cpt., wood, vinyl	Bldg. Size:	1,668± s.f. per broker
Map/Lot:	89/1/6	Parking:	Detached 768± s.f. garage

Comments: The property is a typical New Englander with four bedrooms and a fireplace. The property is located close to Interstate 89, near the border with the Town of Bow, in a rural setting, however, it is located directly on Clinton Street. The property was in fair to average condition, needing some interior and exterior work. The broker noted all of the copper piping had been stolen. The grantee purchased the property and has more or less fully restored it. The property is now on the market with the current asking price set at \$188,400. The property was on the market for just over 340 days, with the last noted list price being \$89,900. The listing broker was Kendra Nourie of Changing Seasons Realty, LLC.

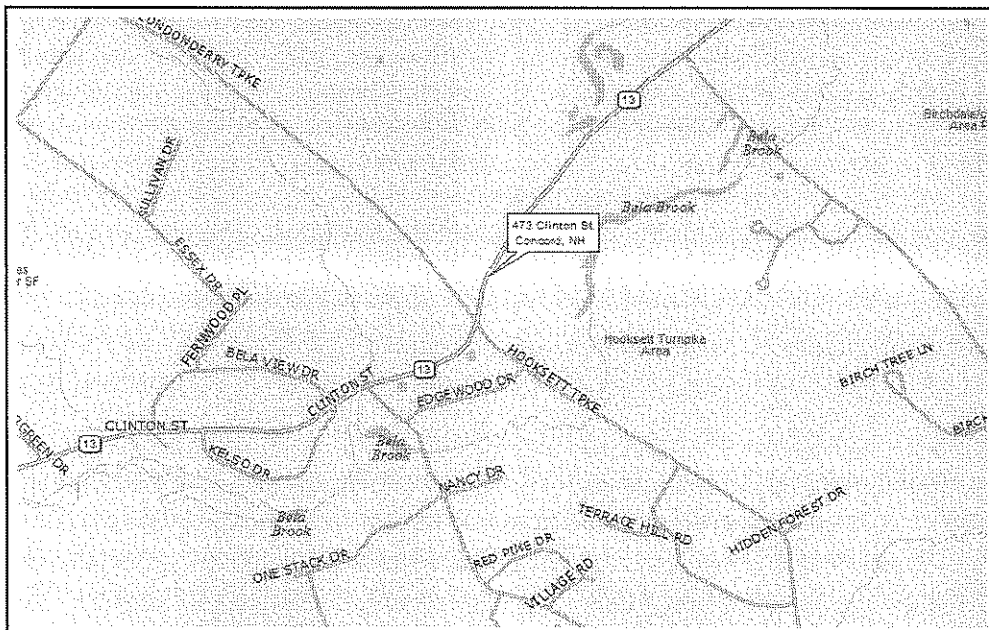
(Job 14-251)

PHOTOGRAPHS & LOCATION MAP

Taken By: Mr. Timothy R. Daniels circa July 2014



Identification: 473 Clinton Street in Concord, NH

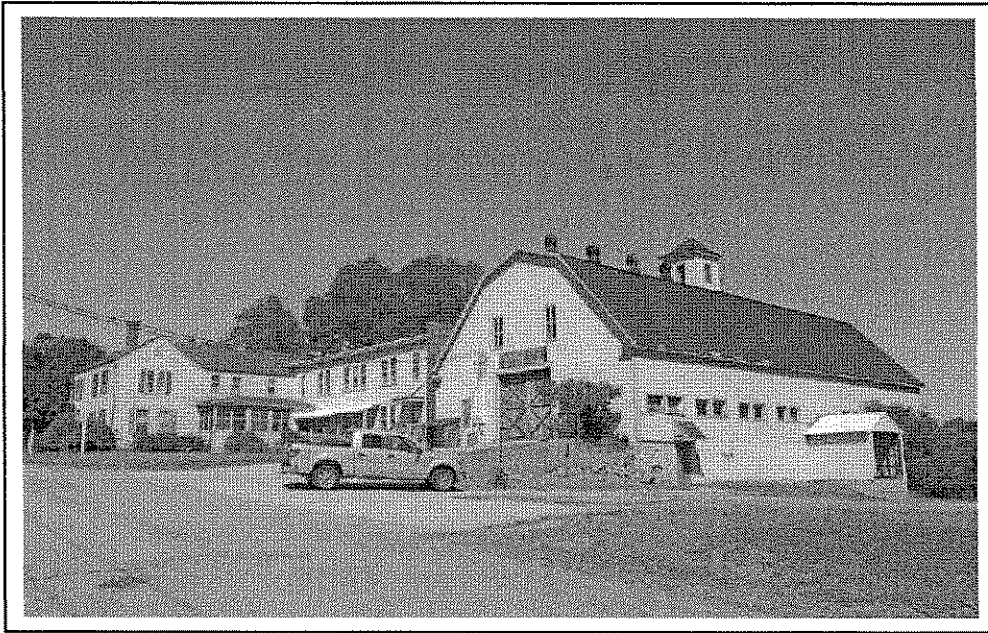


Identification: Location map of the comparable sale

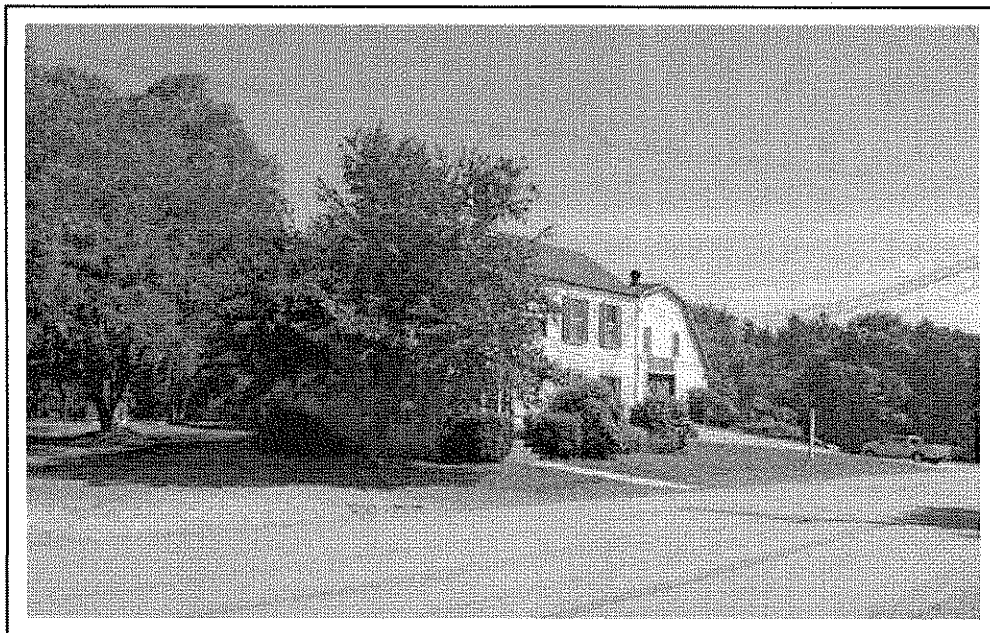
SUBJECT ADDENDA

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on June 23, 2014



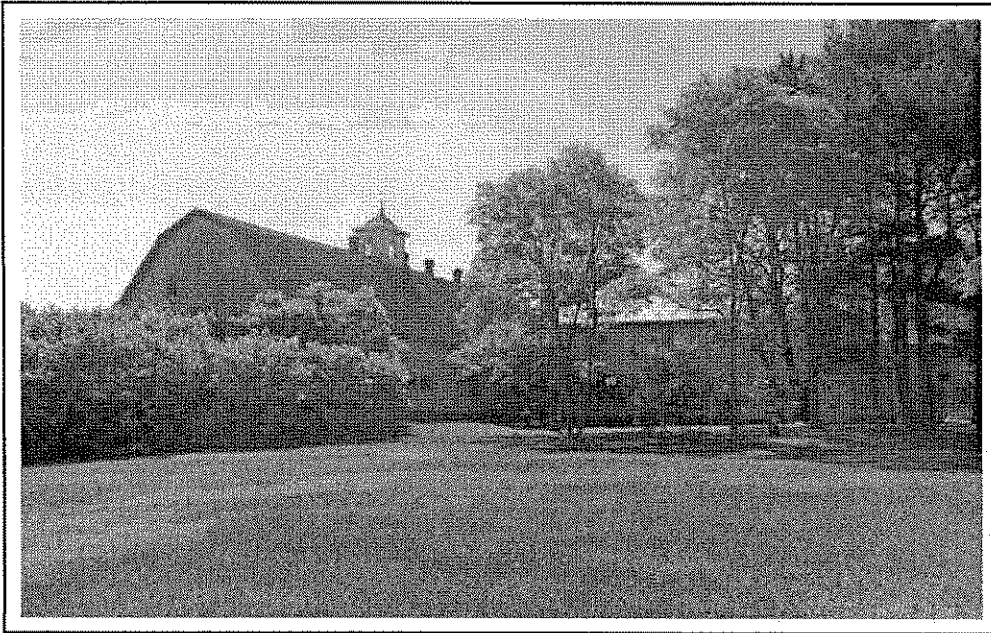
Identification: Exterior of the subject property



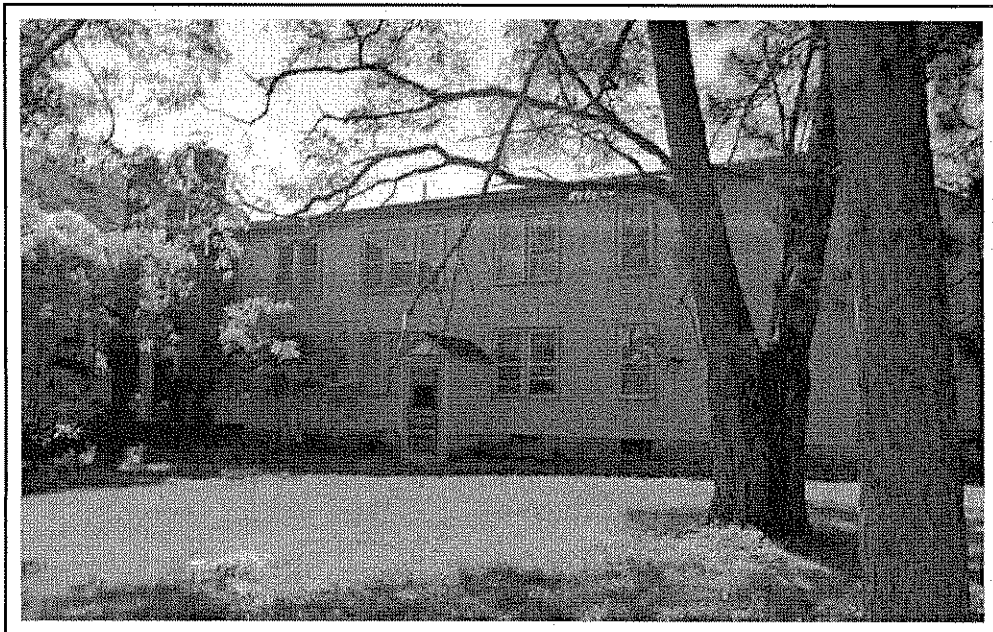
Identification: Exterior of the subject property

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on June 23, 2014



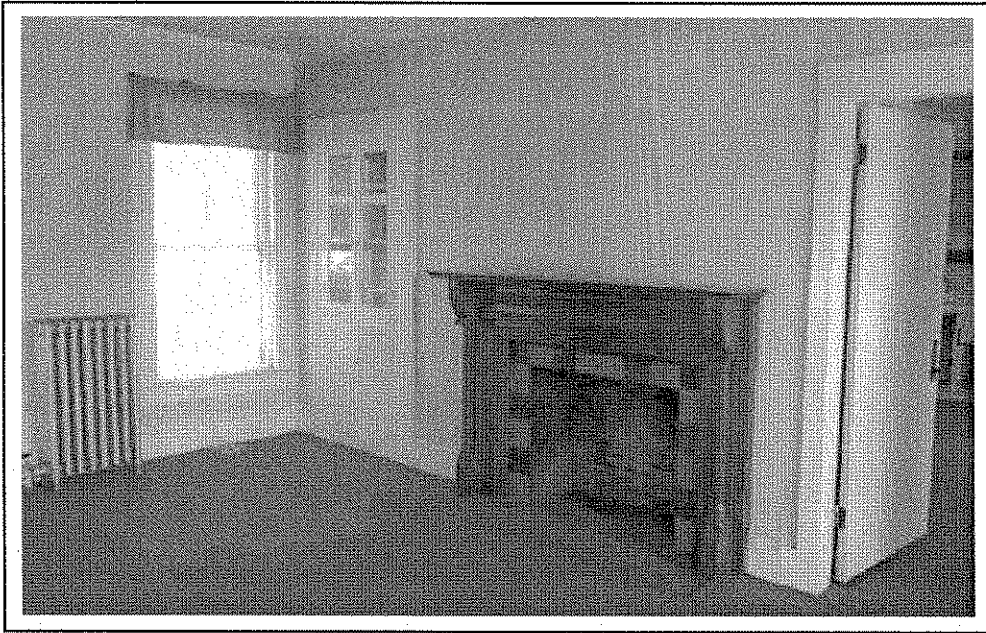
Identification: Exterior of the subject property



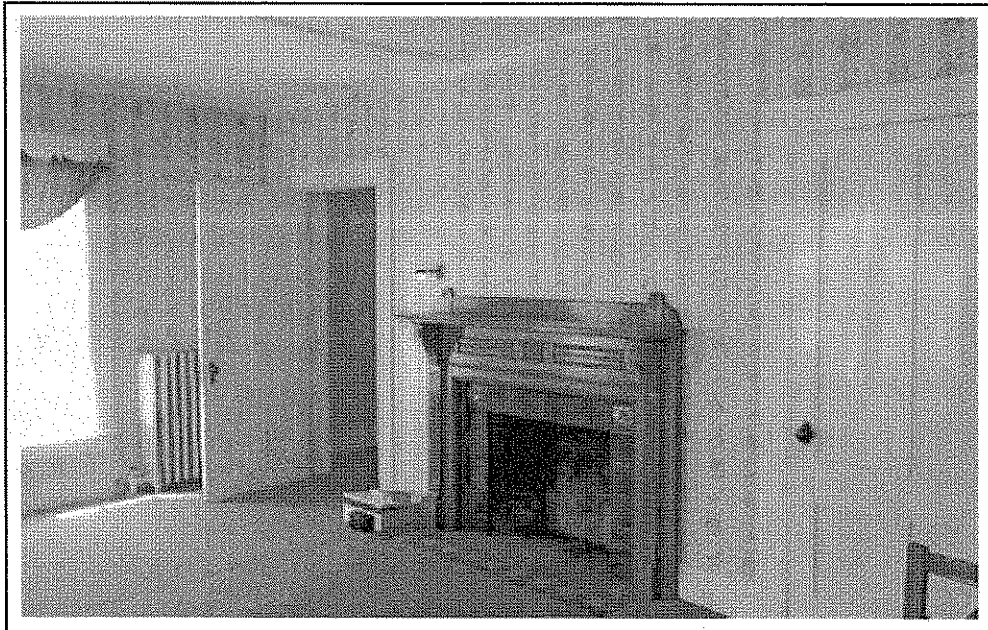
Identification: Exterior of the subject property

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on June 23, 2014



Identification: Typical interior - main house



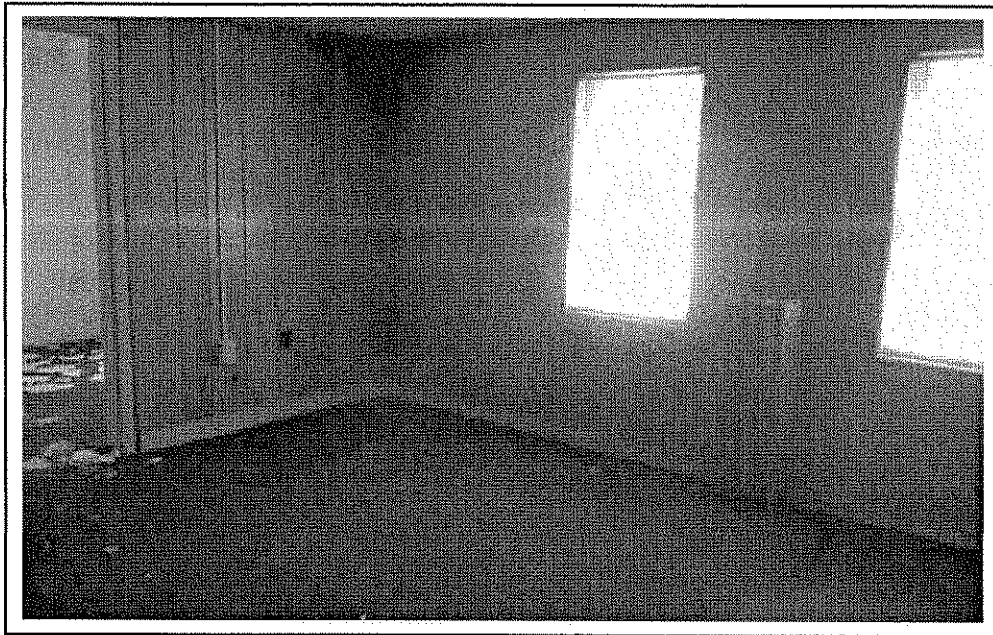
Identification: Typical interior - main house

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on June 23, 2014



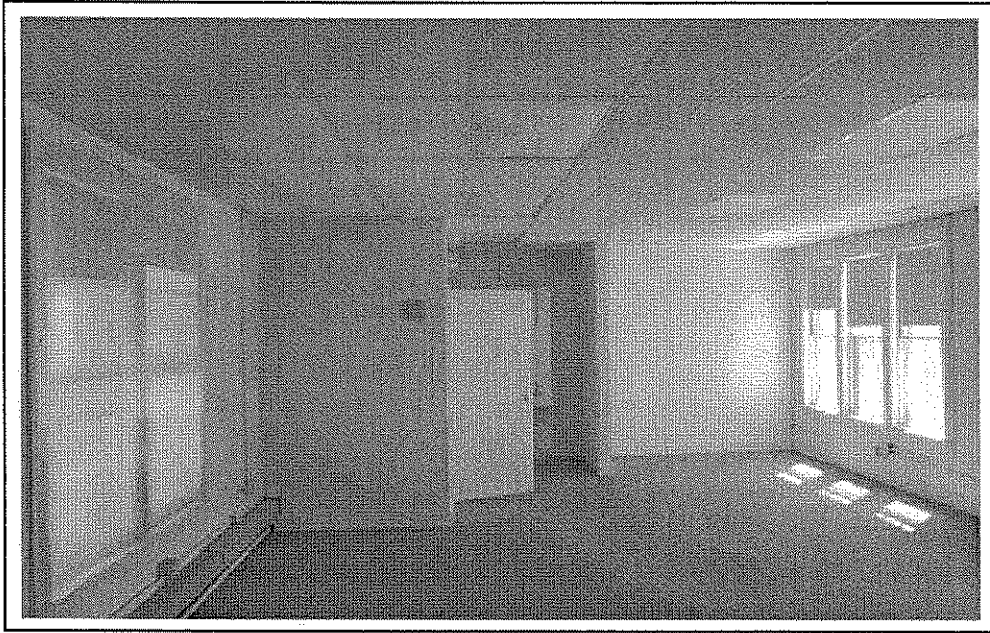
Identification: Typical interior - main house



Identification: Typical interior - main house

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on June 23, 2014



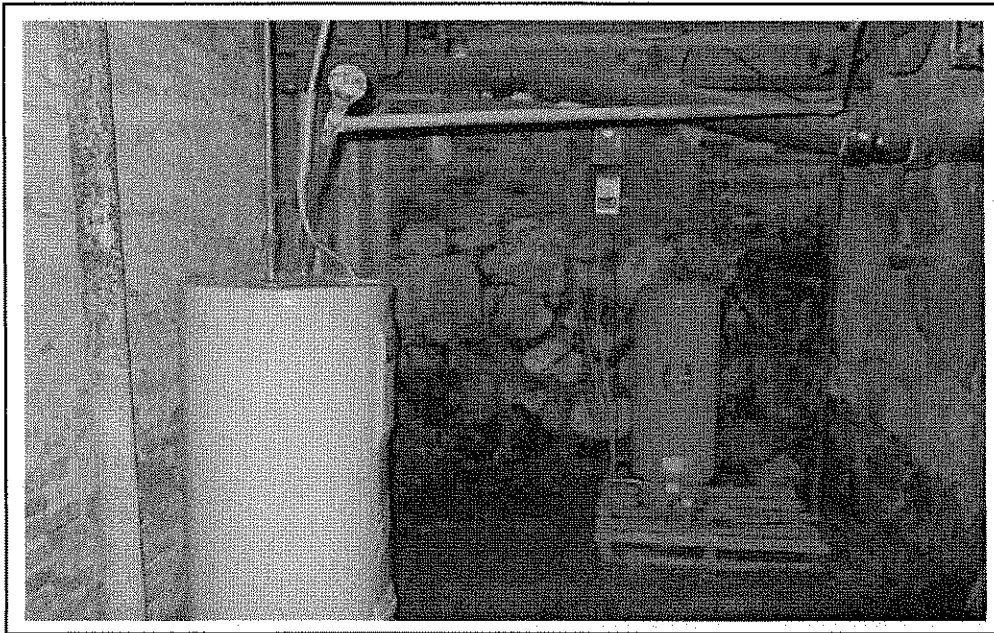
Identification: Typical interior - "commercial" ell section



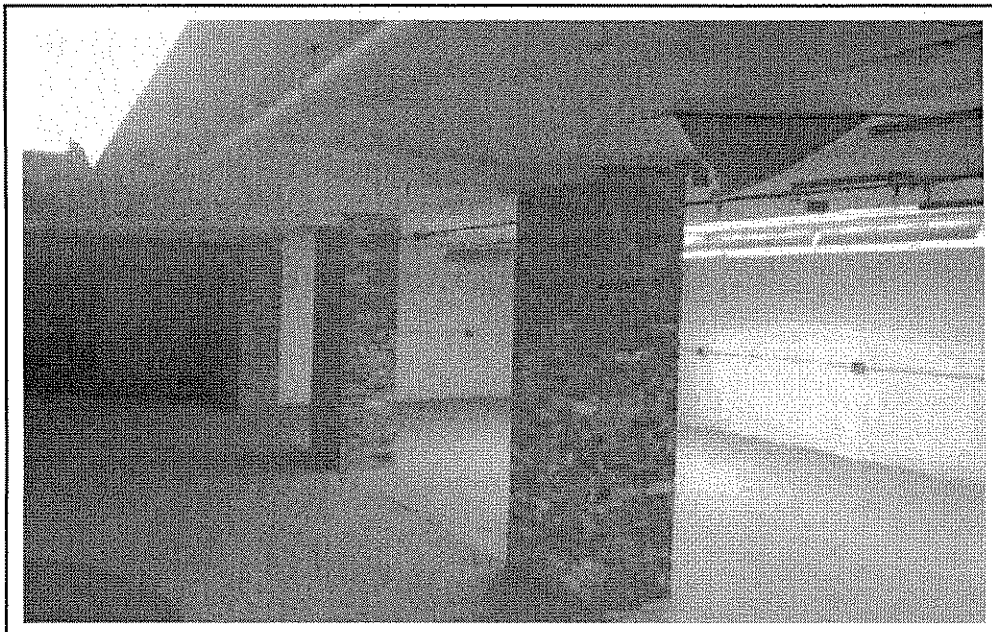
Identification: Typical interior - "commercial" ell section

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on June 23, 2014



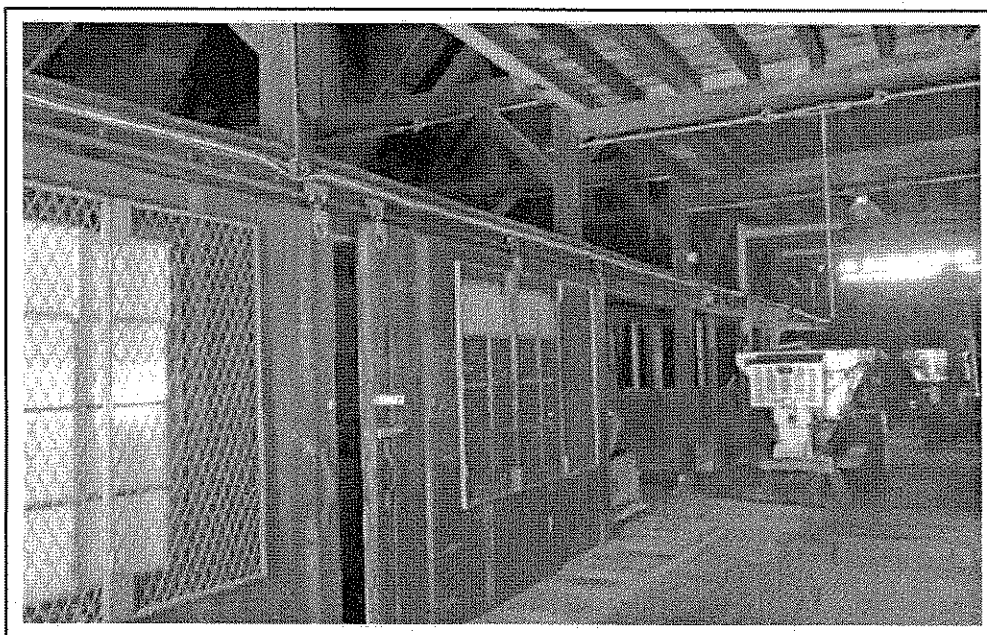
Identification: Typical interior - basement



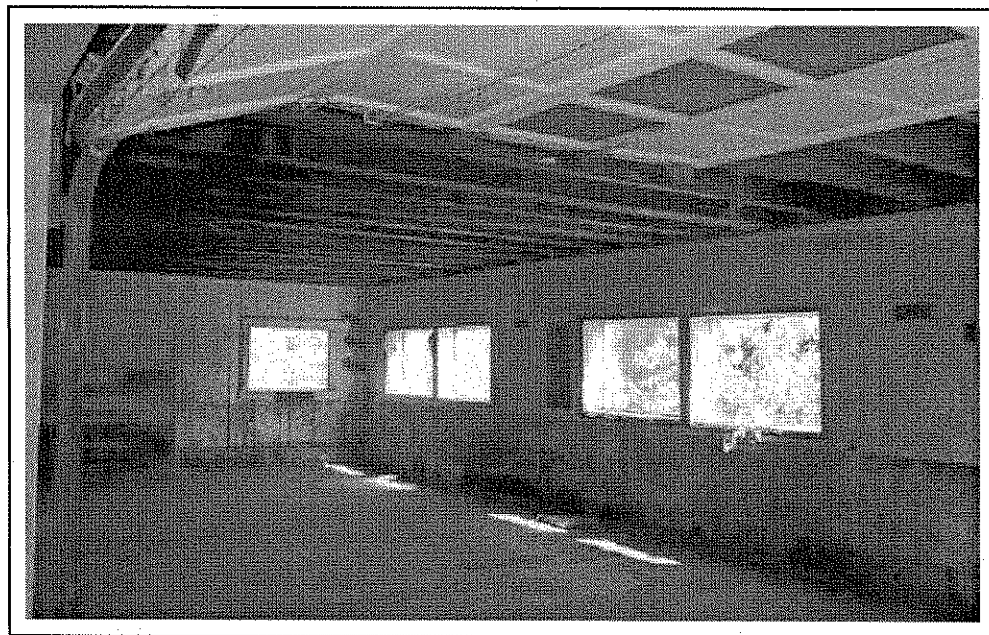
Identification: Typical interior - basement

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on June 23, 2014



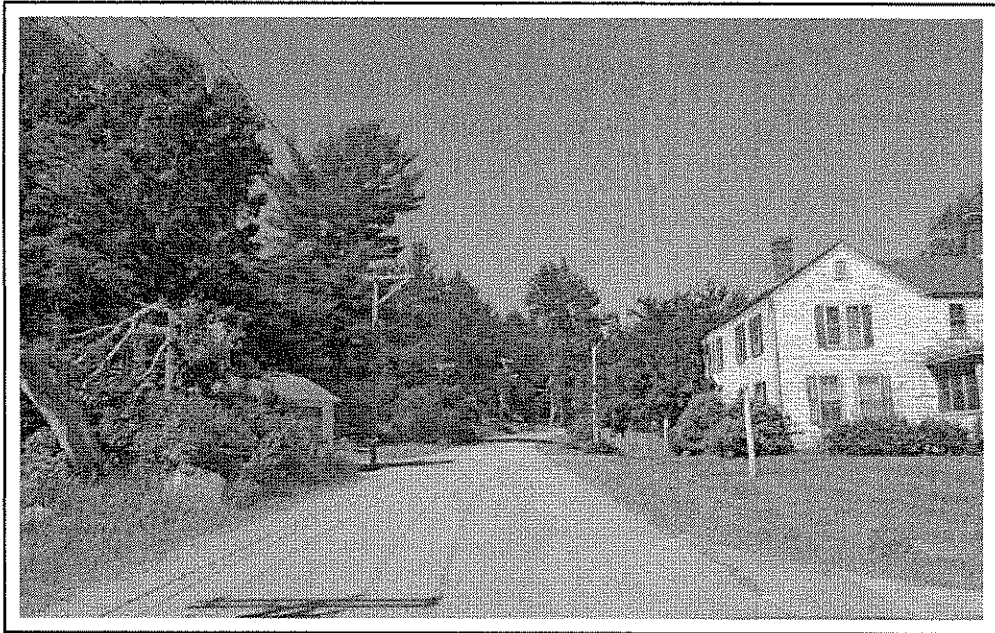
Identification: Typical interior - barn



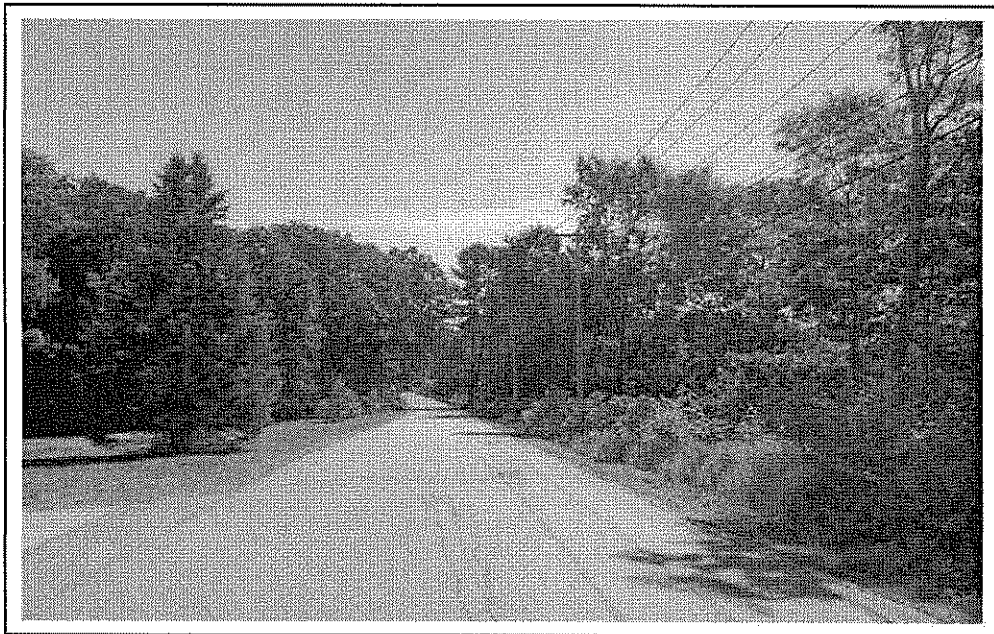
Identification: Typical interior - barn

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on June 23, 2014



Identification: Iron Works Road, facing northwesterly



Identification: Iron Works Road, facing easterly

TAX CARD - SUBJECT PROPERTY

84 IRON WORKS RD

Location 84 IRON WORKS RD Assessment \$729,600
 Mblu 93/ 1/ 2/ / Appraisal \$729,600
 Owner STATE/NH PID 6203
 Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$399,200	\$330,400	\$729,600
Assessment			
Valuation Year	Improvements	Land	Total
2013	\$399,200	\$330,400	\$729,600

Owner of Record

Owner STATE/NH Sale Price \$0
 Co-Owner C/O SECRETARY OF STATE Book & Page 0808/0441
 Address 107 N MAIN ST Sale Date 06/26/1957
 CONCORD, NH 03301

Ownership History

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
STATE/NH		0574/0414	03/28/1940

Building Information

Building 1 : Section 1

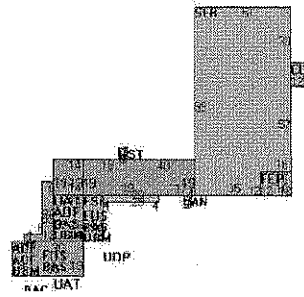
Year Built: 1880
 Living Area: 9308
 Replacement Cost: \$496,531
 Building Percent 60
 Good:
 Replacement Cost
 Less Depreciation: \$297,900

Building Attributes	
Field	Description
STYLE	Light Indust
MODEL	Industrial

TAX CARD - SUBJECT PROPERTY

Grade	Average
Stories:	1.5
Occupancy	1
Exterior Wall 1	Clapboard
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Plastered
Interior Wall 2	Plywood Panel
Interior Floor 1	Hardwood
Interior Floor 2	Inlaid Sht Gds
Heating Fuel	Oil
Heating Type	Hot Water
AC Type	None
Bldg Use	STATE-NH MDL-96
Total Rooms	
Total Bedrms	00
Total Baths	2
1st Floor Use:	9011
Heat/AC	HEAT/AC PKGS
Frame Type	WOOD FRAME
Baths/Plumbing	AVERAGE
Ceiling/Wall	SUS-CEIL & WL
Rooms/Prtns	AVERAGE
Wall Height	8
% Conn Wall	0

Building Layout



Building Sub-Areas		Legend	
Code	Description	Gross Area	Living Area
SFB	Base, Semi-Finished	4857	4128
BAS	First Floor	1950	1950
AOF	Office	1646	1646
FUS	Upper Story, Finished	1584	1584
CAN	Canopy	12	0
CLP	Loading Platform, Finished	144	0
FEP	Porch, Enclosed, Finished	192	0
FSP	Porch, Screen	240	0
UAT	Attic, Unfinished	616	0
UBM	Basement, Unfinished	2366	0
UOP	Porch, Open, Unfinished	116	0
UST	Utility, Storage, Unfinished	30	0
		13753	9308

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
FPL3	FIREPL 2 STORY	2 UNITS	\$4,400	1

Land

Land Use

Use Code 9011
 Description STATE-NH MDL-96
 Zone RO
 Neighborhood 0403
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 13.15
 Frontage 0
 Depth 0
 Assessed Value \$330,400
 Appraised Value \$330,400

TAX CARD - SUBJECT PROPERTY

Outbuildings

Outbuildings				Legend
Code	Description	Size	Value	Bldg #
BRN5	BARN-2 STORY	5049 S.F.	\$96,900	1

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ADDITIONAL SUBJECT DATA

CITY OF CONCORD, NEW HAMPSHIRE Planning Board

CITY HALL • 41 GREEN STREET • CONCORD, NH 03301 • TEL: 603-225-8515 • FAX 603-228-2701



February 24, 2014

COPY

Mark C. Sargent, LLS
Richard D. Bartlett & Associates, LLC
214 North State Street
Concord, NH 03301

Re: Minor Subdivision for State of NH at 84 Iron Works Road (2014-04)

Dear Mr. Sargent:

Please be advised that the City Planning Board, at its regular meeting on February 19, 2014, granted Conditional Subdivision Approval for the subdivision plan entitled: "Subdivision Plat Prepared for the State of New Hampshire c/o Department of Health and Human Services Office of the Commissioner 129 Pleasant St Concord NH 03301."

In a related action, the Planning Board granted a Conditional Use Permit pursuant to Section 28-5-46 Single Family Dwellings in a Standard (Non-cluster) Subdivision. The application includes 78% of the total parcel to be incorporated into the Russell State Forest as protected open space, where 60% open space is required by the City's regulations.

The Board also granted the following waivers from Subdivision Regulations:

- A waiver to Section 28.04(6) of the City of Concord Subdivision Regulations which requires street trees to be installed prior to the recording of the plat, or be secured by a financial guarantee. The State of NH has agreed to add this requirement to the purchase and sale agreement for Lot 1, and a note to this effect has been added to the plat.
- A waiver to Section 20.09 of the City of Concord Subdivision Regulations to defer the reduction of the driveway width from 85' to 24' prior to the recording of the plat, or the provision of a financial guarantee. The State of NH has agreed to add this requirement to the purchase and sale agreement for Lot 1, and a note to this effect has been added to the plat.
- A waiver to Section 15.03 of the City of Concord Subdivision Regulations to not show for the entirety of the remnant parcel (Lot 2), dimensions of all property lines, topography, and natural features.

The approved plans includes a single sheet entitled "Subdivision Plat Prepared for the State of New Hampshire c/o Department of Health and Human Services Office of the Commissioner 129 Pleasant St Concord NH 03301" prepared by Richard D. Bartlett and Associates along with supporting documentation. The approval was granted subject to the following conditions:

Conditions

ADDITIONAL SUBJECT DATA

2014-04

2/24/14

1. Prior to the final plat being signed by the Planning Board Chair and Clerk, the applicant shall revise the plat drawings to address the minor corrections and omissions noted by City staff.
2. Prior to the final plat being signed by the Planning Board Chair and Clerk, digital information shall be provided to the City Engineer for incorporation into the City of Concord Geographic Information System (GIS) and tax maps. The information shall be submitted in accordance with Section 12.09 of the Subdivision Regulations.
3. Prior to the final plat being signed by the Planning Board Chair and Clerk, the entirety of Lot 2 shall be officially incorporated into the Russell State Forest, in a manner which demonstrates that the land will be protected in perpetuity in accordance with Section 28-4-7(g)(2) of the Zoning Ordinance.
4. Within 90 days after the transfer of the title to proposed Lot 1, the six (6) required street trees shown on the plat shall be installed. The Clerk of the Board may extend this time frame appropriately, if the transfer occurs during the winter. The applicant shall advise the Clerk of the Planning Board of the conveyance of the property within 30 days following date of the transfer.
5. Within 90 days after the transfer of the title to proposed Lot 1, the existing driveway shall be reduced from 85 feet in width to 24 feet in width. A driveway permit from the City Engineering Division shall be required for the work, and the Clerk of the Board may extend this time frame appropriately, if the transfer occurs during the winter. The applicant shall advise the Clerk of the Planning Board of the conveyance of the property within 30 days following the date of the transfer.

Once conditions number 1, 2 and 3 have been satisfactorily addressed, please submit a properly executed, reproducible mylar original to the Planning Division with the appropriate recording fees. The plat will be endorsed by the Chair and Clerk of the Planning Board and will be recorded in the Merrimack County Registry of Deeds. Once the plat has been recorded, you will be notified of the date the plat was recorded and the Registry number that was assigned.

Please note that Section 9.08(8) of the Planning Board's Subdivision Regulations states that "Any approved plat not filed at the Merrimack County Registry of Deeds within two (2) years of the date of final resolution by the Board shall be null and void." The date of the final resolution for your Minor Subdivision application is February 19, 2014.

If you should have any questions, please contact me at your convenience.

Sincerely,



Rebecca Hebert
Acting Clerk

cc: Michael P. Conner, Deputy Commissioner
Life Safety Officer
City Engineer
General Services Director



ADDITIONAL SUBJECT DATA

Return to:
State of New Hampshire
Division of Historical Resources
19 Pillsbury Street
Concord, NH 03301

DECLARATION OF HISTORIC PRESERVATION EASEMENT

The STATE OF NEW HAMPSHIRE (the "State"), acting by and through its Department of Cultural Resources, Division of Historical Resources, having a mailing address of 19 Pillsbury Street, Concord, New Hampshire 03301 (together with its successor agencies, "DHR"), and by and through its Department of Health and Human Services, having a mailing address of Office of the Commissioner, 129 Pleasant Street, Concord, New Hampshire 03301 ("DHHS"), as authorized by the Governor and Executive Council on (Meeting Agenda Item # _____), does hereby memorialize its intention to reserve unto itself a perpetual historic preservation easement as a valid and enforceable preservation restriction within the meaning of New Hampshire RSA 477:45-47 with respect to the land and buildings located at 84 Iron Words Road in the City of Concord, County of Merrimack, State of New Hampshire, as more particularly described on Schedule A attached hereto (the "Premises"), in the event of the anticipated transfer of the Premises to a future Grantee, upon the terms and conditions set forth herein. Said future Grantee, its heirs, administrators, successors, transferees, and assigns, including any subsequent owner of the Premises, shall collectively be referenced hereinafter as the "Grantor" with respect to the easement contemplated hereby.

The Grantor shall covenant and agree that the Premises are conveyed and shall be held subject to the following preservation restrictions (the "Restrictions") and to do or refrain from doing on or to said Premises all acts required or prohibited by the Restrictions, respectively.

1. Applicability: The Restrictions specified herein shall apply to the Premises unless and until DHR provides the Grantor with a written waiver regarding any specific act in contravention thereof.
2. Term: The burden of these Restrictions shall run with the land and buildings comprising the Premises in perpetuity following the date upon which the Premises are first transferred by DHHS to the Grantor and shall be binding upon the Grantor and all subsequent owners of the Premises or any interest therein. The right of enforcement of these Restrictions by DHR shall be as provided in New Hampshire RSA 477:45-57, as such statutes may be amended. The benefit of the Restrictions and the right to enforce them shall be assignable by DHR to any governmental

ADDITIONAL SUBJECT DATA

body or any entity whose purposes include preservation of structures or sites of historical significance; and if DHR ceases to exist without having so assigned the benefit and right to enforce the Restrictions, then a qualified successor to DHR may be named by a New Hampshire court of competent jurisdiction.

3. General Intent: In the event the Grantor and DHR have a difference of opinion about the meaning of a specific term used or condition stated herein, their interpretation shall be guided by the following statements of general intent:

A. An addition to any of the buildings situated on the Premises will be allowed if said addition is in keeping with the Standards for Alterations set forth in Section 12 hereof.

B. Auxiliary buildings will be allowed on the Premises, but only as incidental to the existing buildings and in keeping with the Standards for Alterations set forth in Section 12 hereof.

C. Upon request, DHR shall provide advice to Grantor pertaining to the maintenance, repair, restoration, or rehabilitation of the buildings situated on the Premises, the treatment of the site where the buildings are located, and the treatment of any auxiliary structures, all or any of which must be done with an eye toward preserving the character defining historic features of the buildings as identified in certain baseline documentation prepared by DHR, entitled "Carter Abbott Farm, 84 Iron Works Road, Concord, NH, Character Defining Features," dated April 3, 2014 (the "Baseline Documentation").

4. Dispute Resolution: In the event of a dispute between Grantor and DHR as to the interpretation or application of any of these Restrictions, either party may request that the matter be submitted to binding arbitration, or in the event that either party does not wish to submit to binding arbitration, either party may petition the Merrimack County Superior Court for relief.

5. Insurance: The Grantor shall carry fire insurance, with extended coverage, on the historic buildings situated on the Premises in an amount not less than the aggregate actual cash value (defined herein as replacement value less depreciation) of said historic buildings, and shall keep DHR informed as to the amount of coverage. In the event that either of said buildings suffers fire damage or destruction in an amount not greater than thirty-five percent (35%) of the corresponding actual cash value, the proceeds of said fire insurance shall be used to repair or rebuild the damaged or destroyed portion of the buildings in a functionally equivalent manner and otherwise in accordance with these Restrictions.

6. Maintenance and Administration: The Grantor shall be responsible for all costs of continued maintenance, repair, and administration of the Premises in a manner consistent with the Restrictions that will preserve the architectural and historical integrity of the features identified in the Baseline Documentation which make the buildings situated on the Premises eligible for listing on the National Register of Historic Places. The Grantor shall maintain said buildings at all times and shall keep said buildings in a state of good repair, and shall not allow

ADDITIONAL SUBJECT DATA

the appearance of said buildings to deteriorate in any material way. Nothing herein shall prohibit the Grantor from seeking financial assistance from any sources available to the Grantor.

7. Obligations of the State: Except as provided herein, the State retains no obligation whatsoever to maintain, repair, or administer the Premises.

8. Inspection and Compliance: DHR shall be permitted upon ten (10) days advance written notice to the Grantor to inspect the exteriors of the buildings situated on the Premises in order to monitor compliance with these Restrictions. Such inspections shall be conducted during normal business hours and without undue disturbance of any residents or occupants of the Premises. In the event that a violation of the Restrictions is found, DHR shall provide to the Grantor written notice of such violation, said notice to include a reasonable deadline for the correction of such violation. In the event that such violation is not corrected by said deadline, DHR, or its employees, agents, contractors, or subcontractors, shall have the right to enter the Premises for the purpose of making such restorations and/or repairs as may be necessary to correct such violation and, if necessary, to place a lien on the Premises as security for the repayment of all costs so incurred.

9. Alterations: Absent prior written consent from DHR, the Grantor shall make no exterior alterations to the buildings on the Premises and shall place, erect, relocate, or demolish no structure on the Premises having an area larger than seventy-five (75) square feet. Notwithstanding the foregoing, the following alterations are expressly permitted without prior written consent from DHR:

- A. Ordinary repair and maintenance to conserve architectural, historical, cultural, and engineering values; and
- B. Actions required to mitigate a casualty or other emergency promptly reported to DHR; and
- C. Interior alterations that do not make any visible change to the exterior.

10. Notification and Approval of Alterations: At least sixty (60) days in advance of the commencement of any work on the Premises, the Grantor shall submit to DHR via certified letter a written proposal to make any alteration for which prior written consent is required by Section 9 hereof. Such proposal must include sufficient detail for DHR to make a reasoned judgment as to the appropriateness of the proposed alteration. DHR shall review the proposal and shall approve, approve with modifications, or disapprove the proposed alteration in a written response via certified letter to be issued to the Grantor within thirty (30) days of receipt of the Grantor's proposal. Any failure of DHR to provide such a written response to Grantor within thirty (30) days shall be deemed to constitute approval of the proposed alteration and shall satisfy the requirement for "prior written consent from DHR" set forth in Section 9 hereof. Only work that has been described in a written proposal submitted by the Grantor to DHR and approved as set forth in this section may be commenced. The Grantor shall permit DHR to enter the Premises while any approved alterations are underway to ensure proper performance.

ADDITIONAL SUBJECT DATA

11. Subdivision or Transfer: The Grantor shall neither subdivide the Premises nor grant, sell, or transfer any easement thereon or any other partial interest therein without the prior written consent of DHR. In the event that such a subdivision or transfer is proposed, the Grantor shall notify DHR in writing at least forty-five (45) days before a subdivision application is filed with the City of Concord or before such transfer is to occur, respectively. Such notice shall include, as applicable: a detailed plan or drawing of the proposed subdivision, a description of the specific interest in the Premises to be transferred, the name and mailing address of the proposed transferee, and the agreed price. DHR shall review the proposed subdivision or transfer and shall approve, approve with modifications, or disapprove said proposal in a written response to be issued to the Grantor within thirty (30) days of receipt of the Grantor's proposal. Any failure of DHR to provide such a written response to Grantor within thirty (30) days shall be deemed to constitute approval of the proposed subdivision or transfer and shall satisfy the requirement for "prior written consent of DHR" set forth in this section. Nothing contained in this section shall be construed as requiring any consent of DHR to the Grantor's exercise of its right to grant a mortgage on the Premises as security for a loan, to license or lease any portion or all of the Premises to a tenant pursuant to a written license or lease agreement, or to transfer intact to a third party all of the Grantor's right, title, and interest in and to the Premises; provided, however, that the Grantor shall notify DHR in writing of such mortgage, license, lease, or transfer at least forty-five (45) days before such mortgage, license, or lease is granted or such transfer is to occur, such notice to include the name and mailing address of the mortgagee, licensee, lessee, or transferee.

12. Standards for Alterations: DHR shall consider the following materials when exercising any authority created by these Restrictions to inspect the Premises or to review and approve any proposed construction, alteration, rehabilitation, relocation, demolition, subdivision, or transfer of any partial interest in the Premises:

- A. Any historical documentation of the Premises or any portion thereof on file with DHR, including, without limitation, the Individual Inventory Form prepared with regard to the buildings situated thereon and the Baseline Documentation.
- B. *The Secretary of the Interior's Standards for Rehabilitation of Historic Buildings* promulgated by the United States Secretary of the Interior, as amended. A complete copy of said Standards is on file with DHR. The Grantor shall abide by said Standards in performing any construction, alteration, rehabilitation, relocation, demolition, subdivision, or transfer of any partial interest in the Premises.

13. Public Purpose: The Grantor shall comply with these Restrictions in the spirit of contributing to the public purpose of protecting and preserving the documented historical resources situated on the Premises for the public benefit.

14. Enforcement: The rights and obligations created by the Restrictions herein shall run with the land in perpetuity and shall be binding upon the Grantor and all subsequent owners of the Premises or any interest therein. Said Restrictions shall be real covenants and equitable servitudes to be inserted verbatim or incorporated by reference in any deed or other instrument by which the Grantor may transfer ownership of the Premises during said Term. These

ADDITIONAL SUBJECT DATA

Restrictions shall be fully enforceable by DHR in the courts of the State of New Hampshire. DHR shall have the right in any enforcement action to pursue any and all available legal and equitable remedies. By taking ownership of the Premises expressly subject to these Restrictions the Grantor constructively acknowledges and agrees that in the event that it becomes necessary for DHR, in its sole discretion, to pursue any action to enforce these Restrictions, the full cost of enforcement (including reasonable attorney fees) shall be borne by the Grantor.

15. Damage or Destruction: In the event that either of the buildings situated on the Premises is damaged or destroyed through the willful action or negligence of the Grantor, DHR shall initiate such administrative or judicial actions as may be legally available and appropriate.

16. Liability of the State: The Grantor shall defend, indemnify, save, and hold harmless the State of New Hampshire, its agencies, officers, employees, and agents from and against any and all losses suffered by the State of New Hampshire, its agencies, officers, employees, or agents and any and all claims, liabilities, or penalties asserted against the State of New Hampshire, its agencies, officers, employees, or agents on account of, based on, resulting from, or arising out of (or which may be claimed to arise out of) or in connection with the acts or omissions of the Grantor or its officer, principal, employee, agent, tenant, contractor, or invitee in connection with these Restrictions. Nothing contained herein shall be construed as a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby expressly reserved. The foregoing covenants shall continue beyond the Term specified herein and shall survive any other lapse of effectiveness of the Restrictions.

17. Failure to Enforce: DHR shall not be liable to any party for any failure to enforce these Restrictions, but will use its best efforts to fulfill the obligations herein described. The Grantor shall have no standing or authority to waive any obligation of DHR set forth in these Restrictions.

18. Exercise of Rights and Remedies: Any failure of DHR to exercise any right or remedy reserved hereunder shall not have the effect of waiving or limiting the exercise by DHR of any other right or remedy, or the invocation of such right or remedy, at any other time.

ADDITIONAL SUBJECT DATA

Dated this _____ day of _____ 2014.

STATE OF NEW HAMPSHIRE
By and through its
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

By: _____
Nicholas Toumpas, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2014, personally appeared the above-named Nicholas Toumpas, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized Commissioner of the New Hampshire Department of Health and Human Services and that he executed the foregoing instrument for the purposes therein contained.

Notary Public / Justice of the Peace
My Commission Expires: _____
(SEAL)

ADDITIONAL SUBJECT DATA

Accepted by:

STATE OF NEW HAMPSHIRE
By and through its
DEPARTMENT OF CULTURAL RESOURCES.
DIVISION OF HISTORICAL RESOURCES

By: _____

(Print Name)

(Title)

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____, 2014, personally appeared the above-named _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that s/he is the duly authorized _____ of the New Hampshire Department of Cultural Resources, Division of Historical Resources and that s/he executed the foregoing instrument for the purposes therein contained.

Notary Public / Justice of the Peace
My Commission Expires: _____
(SEAL)

ADDITIONAL SUBJECT DATA

Schedule A

A certain parcel of land located at 84 Iron Works Road, Concord, New Hampshire, together with all buildings and other improvements situated thereon, consisting of approximately 3.2 acres, more or less, shown as "Map 93, Block 1, Lot 2" on a certain plan entitled "Subdivision Plat prepared for the State of New Hampshire, 84 Iron Works Rd Concord NH, Map 93, Block 1, Lot 2" dated January 2013, prepared by Richard D. Bartlett & Associates, LLC, recorded in the Merrimack County Registry of Deeds as Plan #, said parcel being more particularly bounded and described as follows:

Beginning at most easterly corner of the herein described parcel at a steel pin set along Iron Works Road;

Thence North 75°17'20" West along land now or formerly of the State of New Hampshire approximately 175.79 feet to a steel pin set;

Thence North 67°32'25" West along land now or formerly of the State of New Hampshire approximately 147.04 feet to a steel pin set;

Thence North 52°52'35" West along land now or formerly of the State of New Hampshire approximately 96.74 feet to a steel pin set;

Thence North 54°43'55" West along land now or formerly of the State of New Hampshire approximately 273.71 feet to a steel pin set, being the northernmost corner of the herein described parcel;

Thence South 35°16'05" West along land now or formerly of the State of New Hampshire approximately 250.51 feet to a steel pin set along the northwesterly side of land now or formerly of Unitil Energy Systems, Inc.;

Thence South 56°24'05" East along land now or formerly of Unitil Energy Systems, Inc. 99.71 feet to a rebar found, being the westerly corner of land now or formerly of Unitil Energy Systems, Inc.

Thence North 33°32'50" East along land now or formerly of Daniel F. and Kristin W. Dunklee 93.72 feet to a steel pin found;

Thence South 23°42'35" East along land now or formerly of Daniel F. and Kristin W. Dunklee 345.92 feet to a steel pin found along Iron Works Road;

Thence North 66°07'00" East along Iron Works Road 218.87 feet to a ditch;

Thence North 71°32'50" East along Iron Works Road 376.65 feet the point of the beginning.

ADDITIONAL SUBJECT DATA

The buildings presently located on the foregoing parcel are a two story wood frame house with approximately 2,428 square feet of above grade space and barn.

DRAFT

**ASSUMPTIONS AND
LIMITING CONDITIONS**

ASSUMPTIONS AND LIMITING CONDITIONS

Unless otherwise stated, this appraisal report is subject to the following assumptions and limiting conditions:

General Assumptions

1. - No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. - The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. - Responsible ownership and competent property management are assumed.
4. - The property will be operated in conformance with applicable government regulations, codes, ordinances and statutes.
5. - The information furnished by others is believed to be reliable; however, it cannot be guaranteed as being certain. Thus, no warranty is given for its accuracy. No single item of information was completely relied upon to the exclusion of other information.
6. - All engineering is assumed to be correct. No survey of the property has been made by me and no responsibility is assumed in connection with such matters. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. - It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. - It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
9. - It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
10. - It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in the report is based.
11. - It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
12. - The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate

allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

13. - By reason of this appraisal, I am not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
14. - Information relative to sale transactions has been confirmed by either the buyer, seller, or a third party. Every reasonable attempt has been made by me to verify this information and it is assumed to be reliable. It is specifically assumed that the sales information noted herein is correct.
15. - Unless otherwise stated in this report the existence of hazardous material, which may or may not be present on the property, was not observed by me. I have no knowledge of the existence of such materials on or in the property. However, I am not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that NO HAZARDOUS WASTE or HAZARDOUS MATERIAL, as defined in N.H. RSA 107-A and 107-B or in any similar equivalent federal statute, is present on the appraised property and that with respect to this program embodied in New Hampshire RSA 107-A and 107-B, the Federal Resource Conservation and Recovery Act and Comprehensive Environmental Response, Compensation, and Liability Act, and ANY other applicable state, federal or local hazardous waste statutes. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
16. - Disclosure of the contents of the appraisal report is governed by the bylaws and regulations of the professional appraisal organizations with which I am affiliated.
17. - When the signatory of this appraisal report is a candidate or a member of the Appraisal Institute, its bylaws and regulations require the member or candidate to control the use and distribution of the report. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of the report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared. However, selected portions of this appraisal report may not be given to third parties without the prior written consent of the signatory of the report. Further, neither all nor any part of the appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatory of the report. Nor shall I, the firm, or professional organization of which I am a member be identified without my written consent.
18. - Opinions of value contained herein are estimates. There is no guarantee, written or implied, that the subject property will sell or lease for the indicated amounts.
19. - I have not made a survey or analysis of the subject property to determine whether the physical aspects of the improvements meet the accessibility guidelines specified under Americans with Disabilities Act (ADA). Under ADA guidelines, compliance matches each owner's financial ability with the cost to cure the potential physical deficiencies of

the property. Thus, the requirements for compliance can change with each owner's financial ability to correct (cure) the nonaccessibility problems for the property. Specific studies of the cost-to-cure the deficiencies and the owner's financial ability to afford these costs would be needed for the Departments of Justice to determine compliance.

20. - The estimate of market value presented herein does not consider the effects of potential noncompliance.
21. - All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
22. - Unless so specified within the report, I am unaware of any housing or life, health and safety code violations or deficiencies which may exist in the subject property as of the date of the inspection. This does not preclude the presence of such violations or deficiencies; however, inspection for such items is beyond the scope of my assignment and, therefore, has not been addressed. It should be noted, however, that any physical defects found within the subject property, which may affect value, are addressed according to accepted appraisal practice within the body of the report.

General Limiting Conditions

1. - Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without my written consent, and in any event only with the proper written qualification and only in its entirety.
2. - The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
3. - No environmental impact studies were either requested or made in conjunction with the appraisal, and I hereby reserve the right to alter, amend, revise or rescind any of the value opinions based upon any subsequent environmental impact studies, research or investigation.
4. - This report has been specifically prepared for the purpose and function described within the body of this document. The use of this report for any other purpose or function, without my full written concurrence, renders this report null and void, and discharges me from all liability.
5. - Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and general limiting conditions.

APPRAISER QUALIFICATIONS

**APPRAISAL QUALIFICATIONS
OF**

TIMOTHY R. DANIELS

New Hampshire Certified General Appraiser #46

EDUCATION

Plymouth State College, Plymouth, NH.

BS. - Local & Regional Planning/Real Estate

Real Estate Courses:

Real Estate Brokerage and Appraisal

Real Estate Investment and Development

Land Use Law

Local and Regional Planning

State and Local Government

Appraisal Institute

Course 1 BA Capitalization Theory & Techniques, Part A

Course 1 BB Capitalization Theory & Techniques, Part B

Course SPP Standards of Professional Practice, Part A

Course SPP Standards of Professional Practice, Part B

Course SPP Standards of Professional Practice, Part C

Course 2-1 Case Studies in Real Estate Valuation

Course 400 - Seven Hour National USPAP Update

Course 1336 - Appraising Environmentally Contaminated Properties

Appraisal Curriculum Overview

Business Practices and Ethics

Subdivision Valuation

Eminent Domain & Condemnation

Online Tools: New Technology for Real Estate Appraisers

Society of Real Estate Appraisers

Course 101 - Introduction To Appraising Real Property

Course 102 - Applied Residential Property Valuation

International Right-of-way Association

Course 401 - Appraisal of Partial Acquisitions

Course 403 - Easement Valuation

J M B Real Estate Academy, Inc..

Appraising Income Properties
Investment Analysis for Real Estate Appraisers
Uniform Standards Of Professional Appraisal Practice

N.H. Association Of Assessing Officials

Marshall and Swift Commercial Estimating

The Beckman Company

The Technical Inspection of Real Estate

Brooks Real Estate Services

National USPAP Update

The LeMay School of Real Estate

Federal Land Acquisition Appraising
Statistics and Modeling
Beyond Paired Sales
National USPAP Update 2012-2013 edition
National USPAP Update 2014-2015 edition

The McKissock Company Attended Estate

Federal Land Acquisition
Appraising Historic Properties
Private Appraisal Assignments
2-4 Family Finesse
Appraisal Trends
Construction Details and Trends

Trans American Institute of Professional Studies, Inc..

National USPAP Update - Maine #1860

Seminars Attended

Small Residential Income Appraisal Report Writing
Road and Access Law in New Hampshire - National Business Institute
Economics for Appraisers - sponsored by the NH Chapter of the Appraisal Inst.
Litigation Skills for the Appraiser - Appraisal Institute New Hampshire Chapter
Attacking and Defending an Appraisal in Litigation - Ted Whitmer
Supervisor/Apprentice Training Seminar - NH Real Estate Appraiser Board
Calculator Method Workshop - Marshall and Swift

OTHER ACHIEVEMENTS

Received Educational Grant from the Society of Real Estate Appraisers for Appraisal Training. (Summer 1988)

Received the First Annual Marcy Fulweiler Scholarship from the Society of Real Estate Appraisers. (January 1990)

PROFESSIONAL EXPERIENCE

May 1987 - 1989

Appraiser/Trainee - Capital Appraisal Associates,
Real Estate Appraisers and Consultants.

May 1989 - May 1994

Staff Appraiser - Capital Appraisal Associates,
Real Estate Appraisers and Consultants.

May 1994 - November 2001

Fee appraiser - Formed Daniels Real Estate Appraisal Services
Real Estate Appraiser and Consultant.

November 2001 - Present

President - Capital Appraisal Associates, Inc..
Real Estate Appraisers and Consultants

PROFESSIONAL AFFILIATIONS

M.A.I. Candidate #M920472 of the Appraisal Institute, NH Chapter #139
Certified in New Hampshire as a General Appraiser #46

COURT EXPERIENCE

Qualified as an expert witness for the NH Board of Tax and Land Appeals
Qualified as an expert witness for the United States Federal Court

New Hampshire Real Estate Certificate

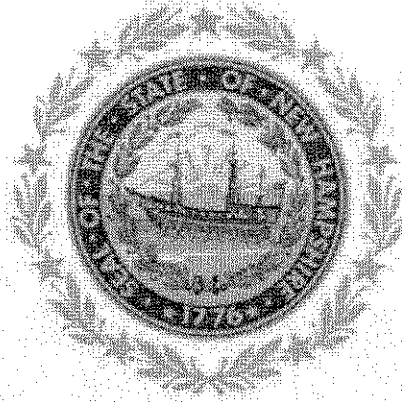
State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

CERTIFIED GENERAL APPRAISER

ISSUED TO: TIMOTHY R DANIELS



Certificate No. NHCg-46

EXPIRATION DATE: 03/31/2015

PROPOSAL

RFP FMA 2015-01

Prepared for:

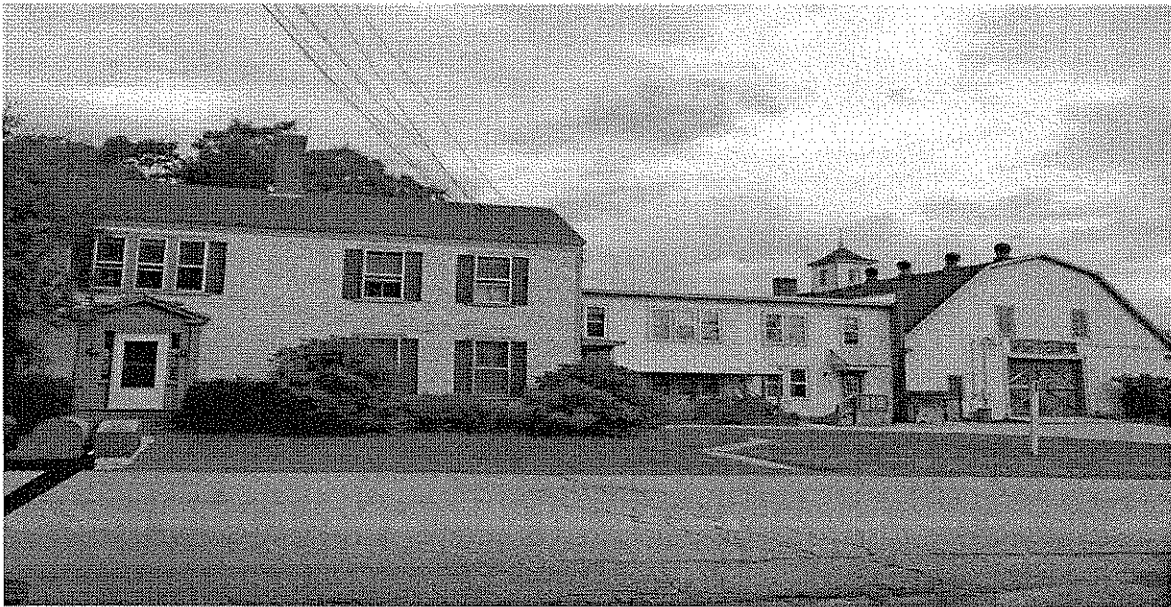
NH Dept of Administrative Services

Attn: Jared Nylund

25 Capitol St, Room 102

Concord, NH 03301

For Marketing the Property at:



84 Iron Works Rd, Concord, NH

Prepared by:

Mike Gallo, Gallo Realty Group

70 Kelley St

Manchester, NH 03102

PROPOSAL

RFP FMA 2015-01

Prepared for:

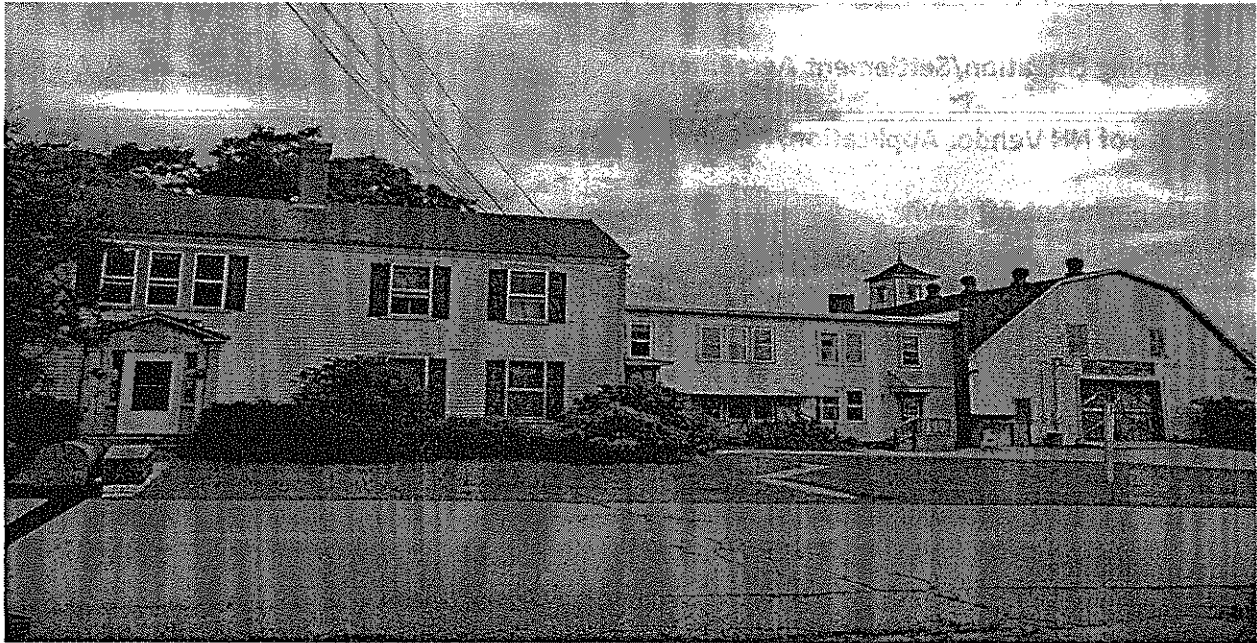
NH Dept of Administrative Services

Attn: Jared Nylund

25 Capitol St, Room 102

Concord, NH 03301

For Marketing the Property at:



84 Iron Works Rd, Concord, NH

Prepared by:

Mike Gallo, Gallo Realty Group

70 Kelley St

Manchester, NH 03102

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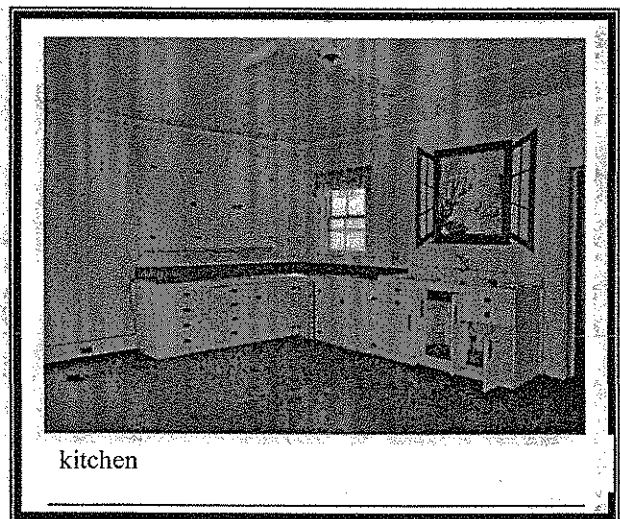
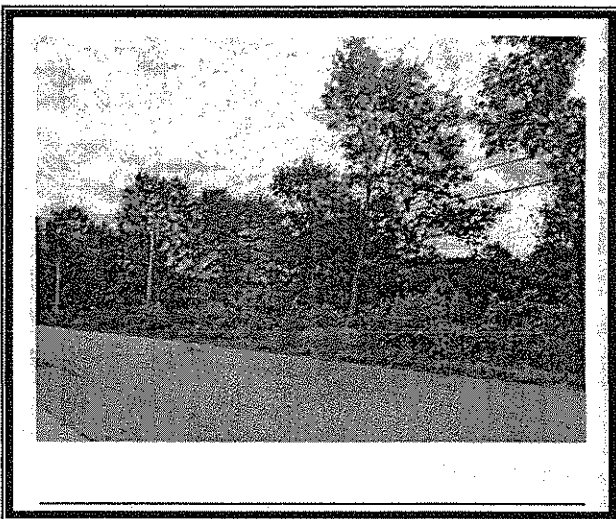
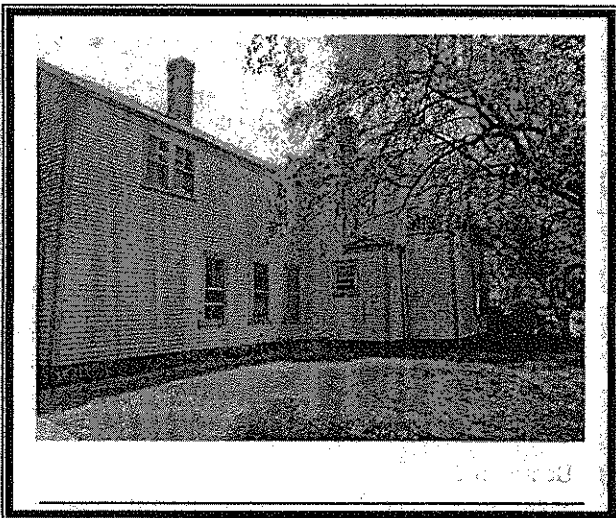
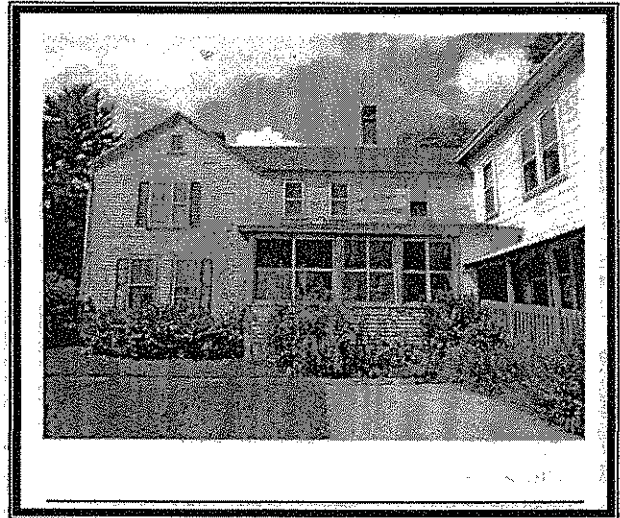
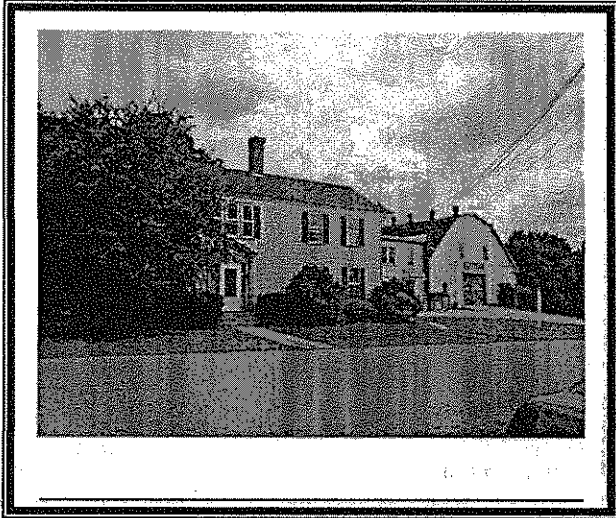
5.3 Compliance

7.1 Proposal Certification

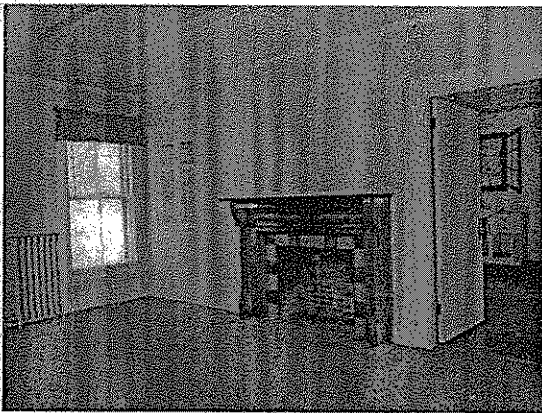
Character Defining Features

Property Photos

84 Iron Works Rd
Concord, NH



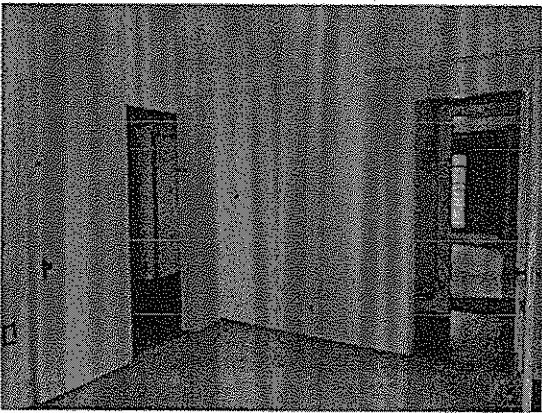
Property Photos



Dining room



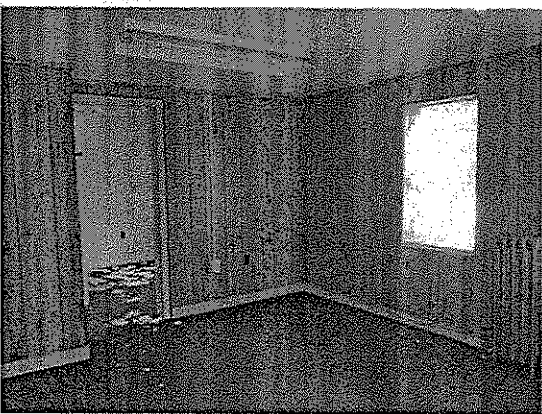
Living room



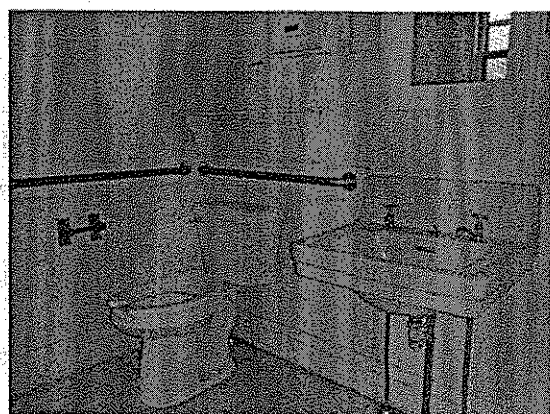
Bedroom 1



Bedroom 2



Bedroom 3

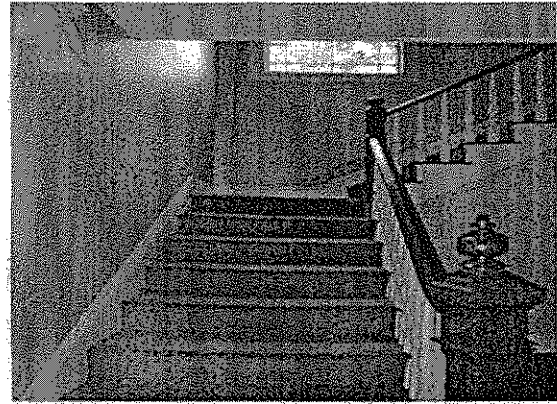


Half bath #1

Property Photos



Half bath #2



Front stairway



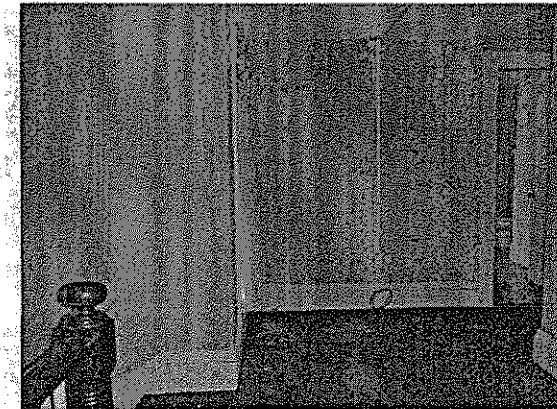
Connector - bathroom



Connector - office



porch

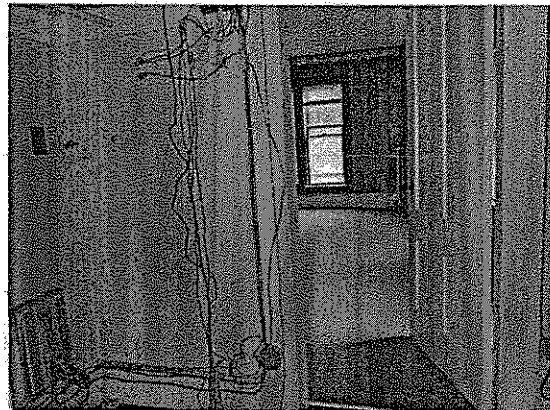


2nd floor - water damage

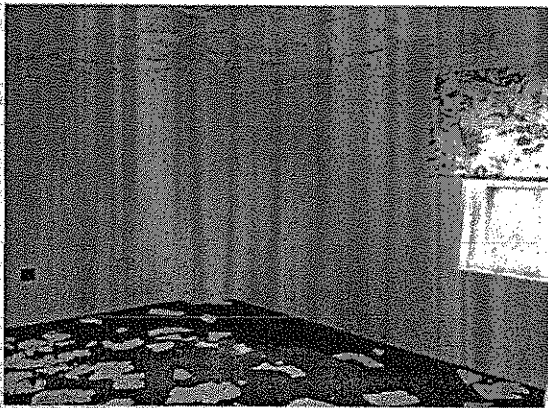
Property Photos



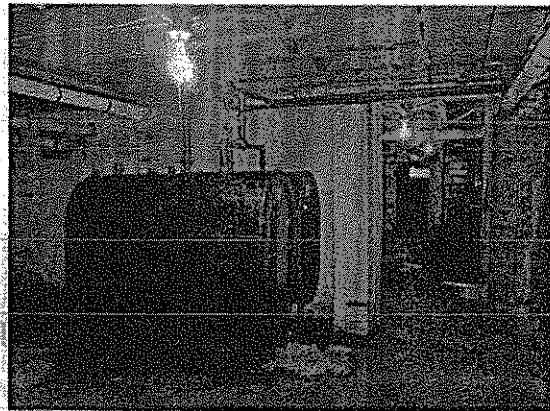
Water damage



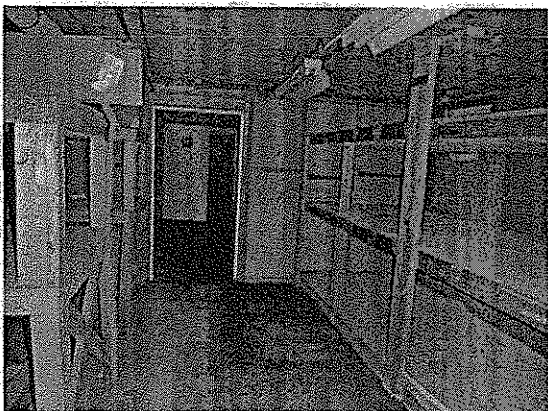
Exposed wires



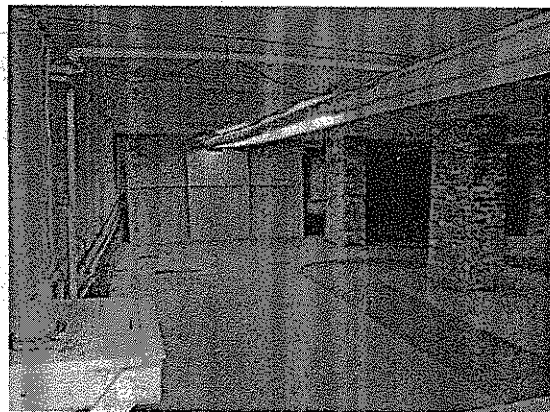
Peeling paint on ceiling



Basement under main house

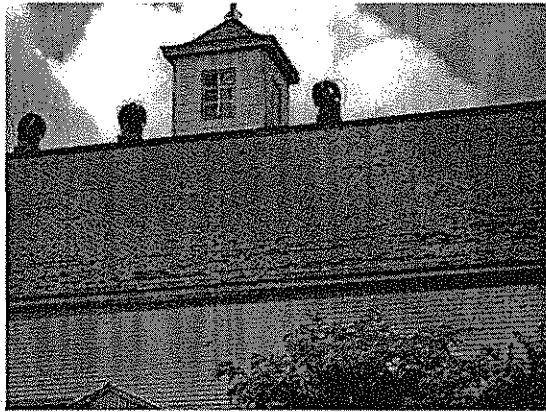


Basement under connector

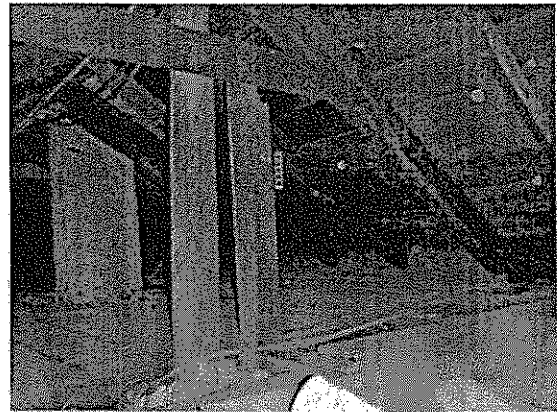


Basement under barn

Property Photos



Barn roof



attic



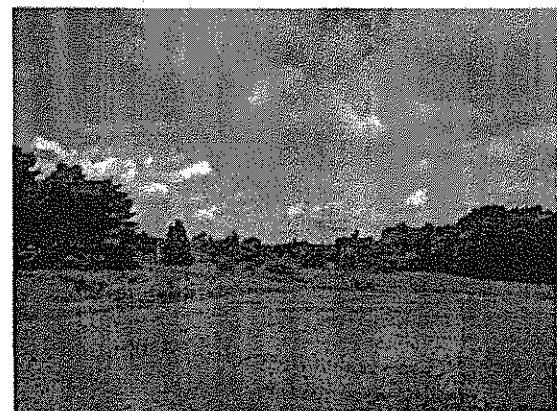
Bathroom in connector basement



Furnace -- condition unknown



Porch damage

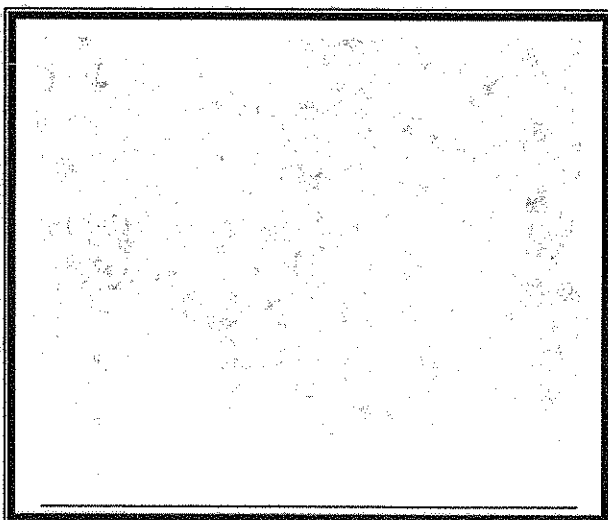
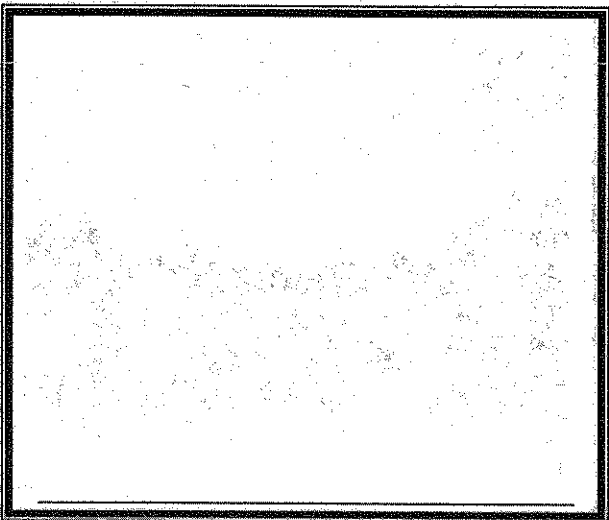
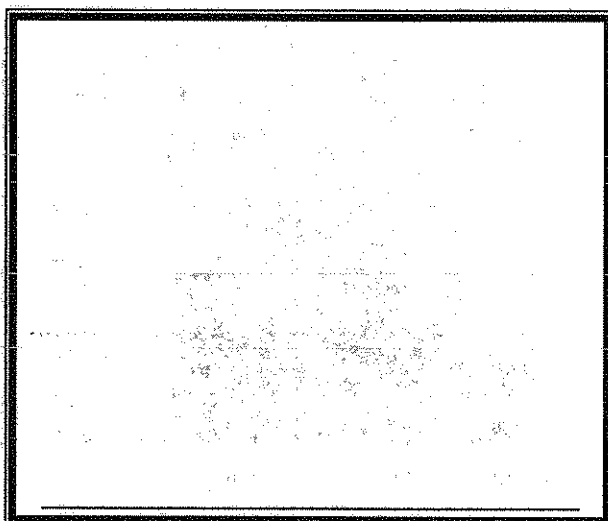
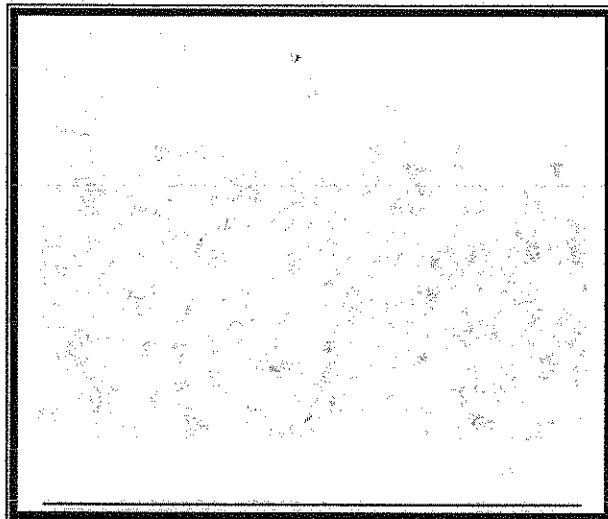


Lot view 1

Property Photos



Lot view 2





Mike Gallo

70 Kelley Street, Manchester, NH 03102
Phone: 603-836-0151 Fax: 603-836-0158

August 15, 2014

Thank you for the opportunity to submit a proposal for marketing the property located at 84 Iron Works Rd, Concord, NH.

I have a NH Real Estate Broker's license with a 10 year career in sales and all aspects of real estate. Memberships/affiliations include the local MLS and Board of Realtors. Clients include multiple REO companies and financial institutions, private homeowners, and commercial investors.

Gallo Realty Group has an established relationship with the State of NH in aiding in the liquidation of the state's surplus real estate and look forward to continuing to providing you with our customized services.

Each section within this proposal follows the order of the RFP outline.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Mike Gallo

3.1 Office Location

Gallo Realty Group is located at 70 Kelley St, Manchester, NH approximately 17 miles from the subject property location of 84 Iron works Rd, Concord NH. Concord is easily accessible via Interstate 93 affording us the ability to meet with potential buyers or state personnel on short notice if necessary.

Gallo Realty Group holds real estate licenses for 11 agents and also employs 2 full-time broker's assistants.

3.2 Experience, Capacity, and References

Experience

- January 2014 - Successfully marketed and sold a single family home for the State of NH located at 79 Pleasant St, Concord, NH. This property was marketed with a historic preservation easement.
- April 2012 – Successfully marketed and sold a single family home for the State of NH located at 1164 River Rd, Manchester, NH
- December 2011 – Successfully marketed and sold a single family home for the State of NH located at 1188 River Rd, Manchester, NH
- Marketed and sold in excess of 250 residential REO properties and private sales over the past 5 years.

Capacity

Gallo Realty Group holds real estate licenses for 11 agents and employs 2 full-time broker's assistants.

References

See following pages for reference exhibit.

EXHIBIT - BUSINESS/CORPORATE REFERENCE

This form must be completed by a person providing a reference for the Respondent. For purposes of this form, the Respondent is the person or business entity that has previously provided services to you or your organization and is currently submitting a bid or proposal in response to a solicitation. Upon completion of this form, please return the original to the Respondent.

NOTE TO RESPONDENT: the Department reserves the right to contact the reference, if deemed necessary.

This business reference is for (Respondent's Name):

Gallo Realty Group - Mike Gallo

Name of person providing the reference:

John Marino

Title of person providing the reference:

President

Name of organization of person providing the reference:

Acs New England

Telephone number of person providing the reference:

866-910-1958

Please identify your or your organization's relationship with the Respondent (e.g., subcontractor, customer, etc.).

Customer

How many years have you done business with the Respondent?

8

Please provide dates:

2005 - Current

If a customer, please describe the service(s) that the Respondent has provided and identify the subject property.

Sold several properties for me, - 252 Broad St NASHUA NH

Did the Respondent act as a primary provider or as a subcontractor?

Provider

Do you have any other business, personal, or ownership interest in the Respondent? Does your organization? If yes to either, what is that interest?

No

Have you experienced any contract performance or service problems with the Respondent?

No

Would you conduct business with the Respondent's organization again?

Yes

Are there any additional comments you would like to make regarding the Respondent's organization?

Great Company to work with

Dated this 11th day of August, 2014.

Name of Organization:

Acs New England

Signature:

Print Name: John Marino

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

State of New Hampshire

County of Hillsborough

Signed and sworn to (or affirmed) before me this 11th day of August, 2014 by the signor named above.

Notary Public:

Susan Slank

My Commission Expires:

8/22/17

EXHIBIT – BUSINESS/CORPORATE REFERENCE

This form must be completed by a person providing a reference for the Respondent. For purposes of this form, the Respondent is the person or business entity that has previously provided services to you or your organization and is currently submitting a bid or proposal in response to a solicitation. Upon completion of this form, please return the original to the Respondent.
NOTE TO RESPONDENT: the Department reserves the right to contact the reference, if deemed necessary.

This business reference is for (Respondent's Name): Gallo Realty Group / Mike Gallo

Name of person providing the reference: Dave Thompson

Title of person providing the reference: _____

Name of organization of person providing the reference: _____

Telephone number of person providing the reference: 603-484-9859

Please identify your or your organization's relationship with the Respondent (e.g., subcontractor, customer, etc.).

customer

How many years have you done business with the Respondent? 5 years

Please provide dates: August 2009

If a customer, please describe the service(s) that the Respondent has provided and identify the subject property.

Gallo Realty has marketed and listed various properties for me throughout the years.
14 2nd ave Goffstown, 97 Chestnut Rd Ray mond, 19 Squire Drive Derry
Did the Respondent act as a primary provider or as a subcontractor? provider

Do you have any other business, personal, or ownership interest in the Respondent? Does your organization? If yes to either, what is that interest?

yes, agent with Gallo Referral Company.

Have you experienced any contract performance or service problems with the Respondent?

no

Would you conduct business with the Respondent's organization again? yes

Are there any additional comments you would like to make regarding the Respondent's organization?

Gallo Realty has provided great service for over 5 years. Always responds to emails / calls quickly.

Dated this 19th day of August, 2014.

Name of Organization: _____

Signature: Dave Thompson

Print Name: Dave Thompson

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

State of NH

County of Hillsborough

Signed and sworn to (or affirmed) before me this 19th day of August 2014 by the signor named above.

Notary Public: Suzanne Shusk

My Commission Expires: 8/22/17

3.3 Current Strategic Approach

In addition to advertising the subject property through the Multiple Listing Service and on multiple websites we will send a "blast" email to all area agents to draw immediate attention to this newly listed property enabling agents to share the property info with clients who are searching for this specific property type. We'll also make an added effort to reach out to area realtors who specialize in helping their clients find historic properties and those which are suitable for agricultural uses.

3.4 Licensure by Real Estate Commission

See following pages for real estate licenses and Certificate of Good Standing.

Commissioners
Paul A. Lipnick
William E. Barry
Daniel S. Jones
David C. Dunn
James R. Therrien

Beth A. Edes
Executive Director



New Hampshire
REAL ESTATE COMMISSION

I certify that the below named person is duly licensed to practice real estate in the State of New Hampshire.

Name: Michael R. Gallo #062149

Address: 382 New Boston Road
Bedford, NH 03110

Salesperson's license: 05/10/04 Obtained by: Examination

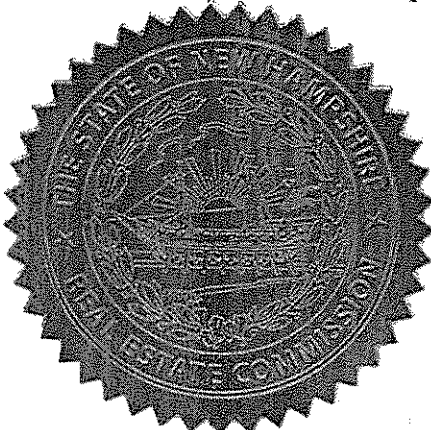
Broker's license: 01/12/06 Obtained by: Examination

Expiration Date: 01/12/16

Disciplinary Action: Settlement Agreement - Disciplinary Fine
\$1000 paid, 3hr. C.E. Course on Ethics and a 3 hr. C.E. Course on Contracts. Disciplinary
requirements completed.

I further certify that, to the best of my knowledge, this individual has had no further
complaints made against him/her that have not been satisfactorily disposed of by the New
Hampshire Real Estate Commission.

Dated at Concord, New Hampshire this 13th day of August, 2014.



Beth A. Edes

Beth A. Edes
Executive Director

64 South Street. • Concord, NH 03301-3670 • (603) 271-2701 • FAX (603) 271-1039

TDD Access: Relay NH 1-800-735-2964

<http://www.state.nh.us/nhrec>

email: nhrec@nhrec.state.nh.us

Commissioners
Paul A. Lipnick
William E. Barry
Daniel S. Jones
David C. Dunn
James R. Therrien

Beth A. Edes
Executive Director



New Hampshire
REAL ESTATE COMMISSION

I certify that the below named company is duly licensed to practice real estate in the State of New Hampshire

Name: Gallo Realty Group NH LLC #065047

Address: 70 Kelley Street
Manchester, NH03102

Original License Issued: 09/24/10

Expiration Date: 09/24/14

I further certify that, to the best of my knowledge, this Firm has had no complaints made against it that have not been satisfactorily disposed of by the New Hampshire Real Estate Commission.

Dated at Concord, New Hampshire this 14th day of August, 2014.



Beth A. Edes
Beth A. Edes
Executive Director

64 South Street • Concord, NH 03301-3670 • (603) 271-2701 • FAX (603) 271-1039

TDD Access: Relay NH 1-800-735-2964

<http://www.state.nh.us/nhrec>

email: nhrec@nhrec.state.nh.us

3.7 Qualification to do Business in NH

See following page.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Gallo Realty Group NH, LLC is a New Hampshire limited liability company formed on September 24, 2010. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of August, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

3.8 Pending Litigation

No pending litigation. A past minor disciplinary action was resolved in 2011. Settlement Agreement immediately follows.

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. File No. 2010-026 Wayne Sapurka v. Michael R. Gallo

Allegations: RSA 331-A:25-b, I (b, 2)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission ("Commission") and Michael R. Gallo ("the Licensee" or "the Respondent"), a real estate broker currently licensed by the Commission until 1/12/12, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondent pursuant to RSA 331-A:29, I and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondent would be:

A bank owned property was listed by Respondent Mike Gallo for \$63,900. On November 11, 2009 a buyer made a \$64,000 cash no contingencies offer which was verbally accepted by the seller via email from the asset manager. The next day on November 12, 2009 Complainant through his buyer-agent made a similar \$64,000 cash no contingencies offer for the property. The first buyer assigned the purchase and sales agreement ("P&S") contract to another buyer for \$3,000 who with no knowledge that Complainant had already attempted to purchase the property through a buyer-agent attempted to sell it to Complainant as an abutter to the property.

Respondent Mike Gallo in his reply indicates "Seller doesn't entertain offers while one is accepted". The Commission investigator spoke to Respondent Mike Gallo who admitted that he did not present Complainant's offer to the seller, and when the first offer and its assignment fell apart due to a delay to clear up a title problem, Respondent did not contact Complainant or Complainant's buyer-agent but rather called another investor directly (no co-broke) and sold it to him for \$56,000. Respondent's seller client could have received \$8,000 more for the property if Respondent Mike Gallo had presented Complainant's offer or considered the Complainant's offer when the first offer fell apart. Respondent Mike Gallo indicated that he had 3 total offers on the property (the first offer with its assignment that fell apart, Complainant's offer, and the offer from the investor which closed).

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1. above.
3. The Respondent consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. The Respondent shall pay a disciplinary fine in the amount of one-thousand dollars (\$1,000) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within one-hundred and twenty (120) days of the effective date of this Settlement Agreement; and show proof of full attendance at a New Hampshire Real Estate Commission-accredited 3-hour continuing education course about Ethics and a 3-hour continuing education course about Contracts (these continuing education courses are to be completed by classroom delivery method only and are not to be counted towards Respondent's

continuing education requirements) within one-hundred and eighty (180) days of the effective date of this Settlement Agreement. Failure to comply with this disciplinary Settlement Agreement will result in the suspension of Respondent's real estate license until the fine is paid and the course is completed.

4. The Respondent's failure to adhere to any requirement imposed by this Agreement shall be a separate and sufficient ground for disciplinary action by the Commission.
5. Except as provided in Item 3 and 4 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.
6. The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made to her/him other than those terms and conditions expressly stated herein.
7. Respondent understands that her/his action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.
8. Respondent has had the opportunity to seek and obtain the advice of an attorney of her/his choosing in connection with her/his decision to enter into this Agreement.
9. Respondent understands that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the entire Agreement shall be

null and void. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this Agreement have prejudiced her/his right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.

10. Respondent certifies that she/he has read this document titled Settlement Agreement.


Respondent understands that she/he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she/he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her/his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this Agreement, she/he waives these rights as they pertain to the misconduct described herein.

11. The effective date of this Agreement shall be on the date it is signed by the representative of the Commission shown below.

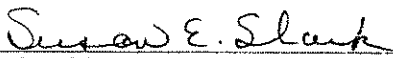
For the Respondent

I, Michael R. Gallo, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and

findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

Dated: 5/14/11, 2011 
Michael R. Gallo
Respondent

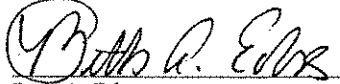
On this 16th day of May, A.D. 2011,
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.


Justice of the Peace/Notary Public

My commission expires:

SUSAN E. SLARK, Notary Public
My Commission Expires August 22, 2012

For the Commission

Dated: June 21, 2011 
Beth A. Edes
Executive Director
of the NH Real Estate Commission

3.9 State of NH Vendor Number

Vendor number is 222570.

3.10 Debarment Affidavit

State of NH Bid Affidavit immediately follows.

STATE OF NEW HAMPSHIRE BID AFFIDAVIT FORM – SUBMIT ORIGINAL WITH PROPOSAL
RFP FMA 2015-01

Date: 8/13/14

Bidder Name:

Address:

Gallo Realty Group
70 KELLEY ST
MANCHESTER, NH 03102

In accordance with RSA 21-I:11-c, the undersigned certifies that neither the Bidder nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management authority for a business entity or association):

- (1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- (8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

The person signing as or on behalf of the Bidder below has read and fully understands this form.

Authorized Signor's Name Printed Mike Gallo

Authorized Signor's Signature [Signature]

Authorized Signor's Title Broker

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Hillsborough STATE: NH ZIP: 03102

On the 13th day of August, 2014, personally appeared before me, the above named Mike Gallo, in his/her capacity as authorized representative of Gallo Realty Group, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires: 8/22/17 (Date)

5.2A Services

Our listings are advertised through the local MLS, on multiple websites, and in local newspapers. We subscribe to the "enhanced listings" feature through Realtor.com which showcases our listings by putting them at the top of the search. We also subscribe to ListHub.com which puts our listings on multiple well known websites that can be accessed by the public. We receive numerous leads via these tools which allow our highly qualified and experienced staff to use their expertise to convert a lead to a sale.

As stated in a prior section of this proposal, Gallo Realty Group has successfully marketed and sold 3 residential properties for the State of NH in the past 2+ years. We understand the importance of attention to detail and navigating the offer to closing process with efficiency.

We are readily available to attend meetings with state personnel to discuss the listing throughout the duration of the assignment. Gallo realty Group will serve as a liaison between state personnel and a prospective buyer for an effective and smooth transaction.

5.2B Market Analysis

The subject property, known as Carter Abbott Farm, located at 84 Iron Works Rd, Concord, NH (Map 93, Block 1, Lot 2) is improved with a 5,180 square foot single family house with a full basement, 2 fireplaces, several porches, and a 2 story barn. The original house was built circa 1795 with additions in approximately 1810 and 1945. The property will be marketed subject to a historic preservation easement.

The house is a wood frame structure with wood clapboard exterior siding on the main house and an asphalt shingle roof. The interior of the main house consists of 6 rooms, 3 bedrooms, and two half baths. This section of the house needs rehab estimated at \$100,000.

The addition or connector built in 1945 was formerly used as office space and the large rooms and configuration are reflective of this use. This portion of the house is sided with asbestos siding and also has an asphalt shingle roof.

Repairs needed to main house include: interior paint, replace floor coverings, repair water stained/damaged areas, exposed wires, exposed plumbing pipes, peeling paint on ceiling due to possible moisture problem, exterior paint. The condition of mechanical systems and structure is unknown.

The barn contains 5,049 sq ft with stalls, an overhead loft area, and a full basement. It is sufficient for vehicle parking and has a wide barn door opening. The roofing shingles appear to be in poor condition and need replacing. The wood clapboard siding and trim need painting.

A detailed description of the features of this property provided by the State of NH is attached at the end of the proposal.

Due to the historic nature of the home, the property should be marketed with a focus on the remaining historic features of the main house and potential to rehab these features to closely replicate their original charm. The property would be suitable for a home occupation, a permitted use in this zone, as the current configuration of the connector section is offices. The barn gives the property potential for permitted agricultural uses.

The zoning classification is Residential Open Space (RO) which requires a 2 acre minimum lot size. Some of the permitted uses in this zone include detached single family, agricultural, forestry, & low impact recreational uses.

The highest and best use for the subject is single family and agricultural uses that adhere to the city zoning ordinances.

A search of the market for comparable properties revealed the following sold & listed comps.

Sold Comps

Sold Comp #1 – 184 Lakeview Dr, Concord – Sale price \$349,000.; Closed 4/1/14; \$11,000. seller concession; good condition; 3,550 sq ft.; built in 1785; 5.47 acres; barn; located 5 mi from the subject.

Comments: Same zoning class, historic property, superior condition and lot size, inferior size.

Sold Comp #2 – 11 Northside Drive, Concord – Sale price \$335,000.; closed 7/31/14; 5105 sq. ft.; built in 1979; good condition; 4.40 ac; frontage on Contoocook River, located 10 mi from subject.

Comments: Same zoning class, superior condition and age, similar size.

Sold Comp #3 – 268 Lovejoy Rd, Loudon – Sale price \$235,000; closed 10/16/13; 5528 sq. ft.; built in 1790; average condition; 8 acres; carriage house; barn; located 12.5 mi from subject.

Comments: Superior condition, combined square footage of house & carriage house is similar to subject, historic property, superior lot size, located in a neighboring town.

Listed Comps

Listing #1 – 77 Stickney Hill Rd, Concord – List price \$320,000.; 3096 sq. ft.; built in 1835; good condition; 2.45 acres; located 2.5 miles from subject.

Comments: Same zoning class, superior condition, inferior size, located within close proximity to subject.

Listing #2 – 6 Carter Hill Rd, Concord – List price \$199,000.; 3232 sq. ft.; year built 1773; 2.31 acres; good condition; located 5 miles from subject.

Comments: Same zoning class, superior condition, inferior size.

Listing #3 – 25 Hot Hole Pond, Concord – List price \$199,900.; 2088 sq. ft.; year built 1840; 5.10 acres; located 9.5 miles from subject.

Comments: Same zoning class, Superior condition, inferior size.

Valuation

All comps are located in areas with a similar zoning classification as the subject. The comps would be adjusted for differences including condition, square footage, and amenities. The extensive rehab needed to restore the subject substantially reduces the value.

Based on the sales data, the as-is value range for the subject property is estimated to be \$175,000 - \$200,000. A reasonable list price is \$180,000 - \$210,000, allowing room for negotiation. Due to the subject's large square footage, condition, historic attributes, and barn, this property will only appeal to a target market with a likely marketing time of 6 to 12 mos.

Residential
4214972 Closed

184 Lakeview Drive
Concord, New Hampshire 03303

L \$349,000
C\$349,000



Zoning:	RO	Rooms:	10
Year Built:	1785	Bedrooms:	4
Color:	Red	Total Baths:	3
Gross Taxes:	\$ 11,117.00	Full:	1
Taxes TBD:	No	3/4 Baths:	1
Tax Year:	2013	1/2 Baths:	1
Monthly Assoc. \$:	\$	Garage Capacity:	1
Lot Acre:	5.47	Garage Type:	Attached
Lot Sqft:	238,273.2	Total Fin Sqft:	3,550
Common Land Acres:		Apx Fin Above Grd:	3,550
Road Frontage:	TBD	Apx Fin Below Grd:	0
		Apx Ttl Below Grd:	1,200
Water Frontage:		Foot Print:	Unknown
Water Acc Type:		Flood Zone:	Unknown
# of Stories:	3	Style:	Antique, Colonial
Basement:	Yes / Interior		

Water Body Type: Water Body Name: Water Body Restr.: Current/Land Use: No Surveyed: Land Gains: Unknown Seasonal: Owned Land: No

Parcel Access ROW: ROW for other Parcel: ROW Width: ROW Length:

Public Rems: The historic Daniel Abbot home is a Concord heirloom abutted by Abbot State Forest and City conservation land. The 5+ ac parcel has walking trails, stone walls, a spectacular barn, and remnants of a Christmas tree farm. Step into this 1785 colonial and feel the warmth of the multiple fireplaces, the charm of the craftsman made wooden wall panels, and the rich patina of the wide pine flooring. There are 4+ bedrooms, 2.5 baths, 3 staircases, and library space for a bibliophile. This home exudes an ambiance of serenity and character rarely seen in today's market. The 1800's era barn has been painstakingly restored and rewired to accommodate a crowd, whether it be human or animal.

Directions: Pleasant Street to Fiske Rd to "T" intersection, left on Little Pond Rd, turns into Lake View Drive, property on the left.

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm	14.6x14	1	Master BR	17.3x13.4	2	1st	0	0	0	1	
Kitchen	16x13	1	2nd BR	14x14.8	2	2nd	3	1	1	0	
Dining Rm	11.9x9.11	1	3rd BR	15.2x14	2	3rd	0	0	0	0	
Family Rm	23.8x12.6	1	4th BR			4th					
Office/Study			5th BR			Bsmt	0	0	0	0	
Utility Rm			Den	13x10	1						
Other Rm 1	25x12	2	Other Rm 3	10x14	3						
Other Rm 2	10x12	3									

Assoc Amenities: Interior Feat.: 1st Floor Laundry, Attic, Dining Area, Eat-in Kitchen, Fireplace-Wood, Master BR with BA, Mudroom, Pantry, Skylight, Wood Stove
Exterior Feat.: Barn, Out Building
Basement: Full, Unfinished
Equip./Appl.: Cook Top-Electric, Dishwasher, Refrigerator
Driveway: Paved
Construction: Wood Frame
Financing:
Floors:
Garage/Park: Attached

Possession:

Electric: Circuit Breaker(s)
Exterior: Clapboard
Foundation: Concrete, Granite
Heating/Cool: Hot Water
Lot Desc: Abbot Conservation, Country Setting, Landscaped, Walking Trails, Wooded, Wooded Setting
Occ. Restrictions:
Roof: Shingle-Asphalt
Water: Drilled Well
Water Heater: Off Boiler
Building Certs:
Docs Available:

Heat Fuel: Oil
Roads: Public
Sewer: 1000 Gallon, Septic

Suitable Land Use:

Fee Includes:

Disability:

Negotiable:

Excl Sale:

Tax Rate: \$24.37

Assmt:

Assmt Yr: 2012

Tax Class:

Source Sqft:

County: Merrimack

Covenant: No

Book/Pg:

Plan/Survey:

Recorded Deed: Warranty

Property ID: 2112/1874

Tax ID No. (SPAN# VT): 7739

Map/Block/Lot: 104/2/49

Const. Status: Existing

Home Energy Rated Index Score:

Devel/Subdiv:

High Sch: Concord High School

Jr/Mid Sch: Rindlett Middle School

Elem Sch: Beaver Meadow Elementary Sch

Cable:

Electric Co:

Real Co:

Phone Co:

Resort:

Timeshare/Fract. Ownship: No

Weeks:

Timeshare %:

Closed Date: 04/01/2014

DOM/DUC: 359/61

PREPARED BY

Susan Stark

Email : susan@gallorealtygroup.com

Gallo Realty Group, NH

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70 Kelley Street

Ag. Ph# : (603) 836-0151 ext.

Manchester, NH 03102

Cell Ph# : () -

Listar: Barbara Ruedig of Ruedig Realty

Fax Ph# : (603) 836-0158

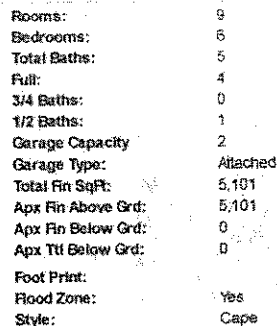
Gallo Realty

www.GalloRealtyGroup.com

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C\$335.000



Directions: Use 293 Elm st as a reference point if you're using GPS because 11 North Side does not always come on a normal GPS. The house is down a private drive off of Elm Street.

Form No.	Form No.	Timeshare %
Timeshare/Fract. Ownrshp: No	# Weeks:	

Fax Pht# : (603) 836-0158



08/15/2014 01:11 PM Printed By: Susan Stark

Residential
4233620 Closed

268 Lovejoy Road
Loudon, New Hampshire 03307

L \$235,000
C\$235,000



Zoning: Residential
Year Built: 1790
Color: white
Gross Taxes: \$ 6,495.00
Taxes TBD: No
Tax Year: 2013
Monthly Assoc.\$: \$
Lot Acre: 8.00
Lot SqFt: 348,567
Common Land Acres:
Road Frontage: Yes / 711

Water Frontage:
Water Acc Type:
of Stories: 2
Basement: Yes / Walkout

Rooms: 9
Bedrooms: 5
Total Baths: 3
Full: 3
3/4 Baths: 0
1/2 Baths: 0
Garage Capacity: 4
Garage Type: Carport
Total Fin SqFt: 3,460
Apx Fin Above Grd: 3,460
Apx Fin Below Grd: 0
Apx Ttl Below Grd: 0

Foot Print:
Flood Zone: No
Style: Colonial

Water Body Type: Water Body Name: Water Body Restr.: Current/Land Use: Surveyed: Yes Seasonal: No
Land Gains: Owned Land:

Parcel Access ROW: ROW for other Parcel: ROW Width: ROW Length:
Public Rems: Historic 1790 5-bdrm, Georgian Colonial formerly known as "The Lovejoy Farm B&B" where tourists enjoyed its quiet country location, only 8 mi. to Concord! Property has a huge "restorative potential" and will be sold "as is" for quick sale! Property also includes a Carriage House with 5 additional bedrms with bath. Please note that a "tax abatement" has been filed to the Town and is currently in progress. Here is your golden opportunity to "buy & restore" this marvelous "Loudon Landmark" situated on 8 private acres!

Directions: 106 north to Rt. 129--turn left to Loudon village--turn right to Lovejoy Road--property on right.

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm		1	Master BR		2	1st					
Kitchen		1	2nd BR		1	2nd					
Dining Rm		1	3rd BR		2	3rd					
Family Rm		1	4th BR		2	4th					
Office/Study			5th BR		2	Bsmt					
Utility Rm			Den								

Assoc Amenities:
Interior Feat.: Eat-In Kitchen, Fireplace-Wood, Formal Dining Room
Exterior Feat.: Barn, Guest House, Shed
Basement: Full, Interior Stairs, Storage Space, Walk Out, Concrete
Equip./Appl.:
Driveway: Circular, Gravel
Construction: Existing
Financing:
Roofs: Softwood
Garage/Park:
Heat Fuel: Electric, Oil
Roads: Public
Sewer: Septic
Suitable Land Use: Horse/Animal Farm, Maple Sugar
Fee Includes:
Disability:
Negotiable:
Excl Sale:

Possession:

Electric: 200 Amp, Circuit Breaker(s)
Exterior: Clapboard
Foundation: Concrete, Granite
Heating/Cool: Hot Water
Lot Desc: Country Setting, Fields, Landscaped
Occ. Restrictions:
Roof: Shingle-Asphalt
Water: Drilled Well

Water Heater: Off Boiler
Building Certs:
Docs Available:

Tax Rate:	Assmt:	\$316,000.00	Assmt Yr:	2013
Tax Class:	Source SqFt:		County:	Merrimack
Covenant: No	Book/Pg:	3028/847-849	Plan/Survey:	
Recorded Deed: Warranty	Property ID:		Tax ID No. (SPAN# VT):	
Map/Block/Lot: 38/110	Const. Status: Existing		Home Energy Rated Index Score:	
Devel/Subdiv:	High Sch:		Jr/Mid Sch:	
District:	Cable:		Electric Co:	
Elem Sch:	Phone Co:		Resort:	
Fuel Co:	# Weeks:		Timeshare %:	
Timeshare/Fract. Ownrshp: No				

Closed Date: 10/16/2013 DOM/DUC: 116754

PREPARED BY

Susan Stark

Email: susan@gallorealtygroup.com

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70 Kelley Street

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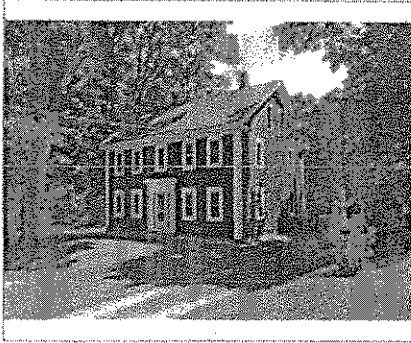
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08/16/2014 12:58 PM Printed By: Susan Stark

Residential
4312220 Active with Contract

77 Stickney Hill Rd
Concord, New Hampshire 03301

L \$320,000



Zoning: RD
Year Built: 1835
Color:
Gross Taxes: \$ 7,993.76
Taxes TBD: No
Tax Year: 2013
Monthly Assoc.\$: \$
Lot Acre: 2.45
Lot SqFt: 106,722
Common Land Acres:
Road Frontage: TBD
Water Frontage:
Water Acc Type:
of Stories: 2
Basement: Yes / Walkout

Rooms: 10
Bedrooms: 4
Total Baths: 3
Full: 2
3/4 Baths: 1
1/2 Baths: 0
Garage Capacity: 2
Garage Type: Detached
Total Fin SqFt: 3,096
Apx Fin Above Grd: 3,096
Apx Fin Below Grd: 0
Apx TI Below Grd: 1,842
Foot Print:
Flood Zone: Unknown
Style: Antiques, Colonial

Water Body Type: Pond
Water Body Name: Private pond
Water Body Restr.:
Current/Land Use:
Surveyed: Yes
Seasonal: No
Land Gains:
Owned Land:

Parcel Access ROW: ROW for other Parcel: ROW Width: ROW Length:

Public Rams: Center hall twin chimney colonial located on protected and historic Stickney Hill in Concord, a bucolic setting less than five miles from Concord Hospital and downtown Concord. Built in the late 18th C. and renovated in the mid-19th with Greek Revival architectural details, the house has high ceilings, large windows, and a classic four room configuration around a center hall for a total of 3,096 square feet. There are four bedrooms, two baths, large kitchen all overlooking a pond, formal dining room, living room with built-ins, office, parlor and back stairs to the kitchen. This 2.45 acre parcel has huge maple trees, open space, and abuts the recently conserved 84+/- acre Maplewood Farm. Comprised of rolling fields and historic farmhouses, Stickney Hill has been identified as the most original, intact agricultural area left in Concord.

Directions: Route 89 to Exit 3 Stickney Hill Rd. Property on Left

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm	14.7x14.7	1	Master BR	14.6x14.6	2	1st			1		
Kitchen	26.5x11.7	1	2nd BR	14.7x14	2	2nd	4	1			
Dining Rm	14.7x14	1	3rd BR	14.7x14.6	2	3rd					
Family Rm	24.7x15.2	1	4th BR	14.7x14	2	4th					
Office/Study	14.6x14	1	5th BR			Basmt					
Utility Rm			Den								
Parlor	14.10x14.7	1	Other Rm 3								
Other Rm 2											

Assoc Amenities:

Interior Feat.: 2nd Floor Laundry, Alternative Heat Stove, Attic, B-fast Nook/Room, Ceiling Fan, Den/Office, Dining Area, Eat-in Kitchen, Family Room, Foyer, Living Room, Wood Stove, Hook-up

Exterior Feat.:

Basement: Full, Storage Space, Unfinished, Walk Out

Equip/Appl.: Dishwasher, Range-Electric, Refrigerator

Driveway: Paved

Construction: Wood Frame

Financing:

Floors: Softwood

Garage/Park: 2 Parking Spaces

Heat Fuel: Oil

Roads: Public

Sewer: 1500+ Gallon, Private

Suitable Land Use:

Fee Includes:

Disability:

Negotiable:

Excl Sale:

Tax Rate:

Tax Class:

Covenant: No

Recorded Deed: Warranty

Map/Block/Lot: //

Devel/Subdiv:

District:

Elem Sch: Christa McAuliffe School

Fuel Co:

Timeshare/Fract. Ownrshp: No

Assmt:

Source SqFt:

Book/Pg: 2393/654

Property ID:

Const. Status: Existing

High Sch: Concord High School

Cable:

Phone Co:

Weeks:

Possession:

Electric: 200 Amp, Circuit Breaker(s)

Exterior: Clapboard

Foundation: Granite

Heating/Cool: Baseboard, Hot Water

Lot Desc: Abuts Conservation, Country Setting, Landscaped, Level, Pond

Occ. Restrictions:

Roof: Shingle-Asphalt

Water: Drilled Well, Private

Water Heater: Off Boiler

Building Certs:

Docs Available:

Assmt Yr:

County: Merrimack

Plan/Survey:

Tax ID No. (SPAN# VT): 14200-90-2-4

Home Energy Rated Index Score:

Jr./Mid Sch: Rindlett Middle School

Electric Co:

Resort:

Timeshare %:

DOM/DUC: 321/31

PREPARED BY

Susan Stark

Gallo Realty Group, NH

70 Kelley Street

Manchester, NH 03102

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08/15/2014 12:58 PM Printed By: Susan Stark

Residential
4346149 Active

6 Carter Hill Rd
Concord, New Hampshire 03301

Verba

(25)

L \$199,900



Zoning: RO
Year Built: 1773
Color: White
Gross Taxes: \$ 7,878.00
Taxes TBD: No
Tax Year: 2013
Monthly Assoc. S: \$
Lot Area: 2.31
Lot SqFt: 100,623.6
Common Land Acres:
Road Frontage: Yes / 250
Water Frontage:
Water Acc Type:
of Stories: 2
Basement: Yes / Interior

Rooms: 12
Bedrooms: 5
Total Baths: 3
Full: 2
3/4 Baths: 0
1/2 Baths: 1
Garage Capacity: 1
Garage Type: Detached
Total Fin SqFt: 3,232
Apx Fin Above Grd: 3,232
Apx Fin Below Grd: 0
Apx Ttl Below Grd: 0
Foot Print:
Flood Zone:
Style: Antique, Colonial, W/ Addition

Water Body Type: Water Body Name: Water Body Restr.: Current/Land Use: Surveyed: Land Gains: Unknown Seasonal: No Owned Land:

Parcel Access ROW: ROW for other Parcel: ROW Width: ROW Length: Public Rems: Huge Price Reduction! Motivated Seller, priced way below assessed value! Charming West Concord Antique Colonial with 3 wood burning fireplaces, updated kitchen, large rooms with w/ wide pine floors & original wood working, & built ins, 5 bedrooms, 2 1/2 baths, 1st floor laundry, and an in-law quarters. Country setting with frontage on Carter Hill and Lakeview Drive with views of the reservoir and mountains. Classic Home... easy to show! Quick close!

Directions: From Concord Penacook Street turns into Carter Hill Road, Property at corner of Lakeview and Carter Hill										
ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2
Living Rm	14'6" x 15'	1	Master BR	14'6" x 15' 6"	2	1st				1
Kitchen	15'6" x 14'	1	2nd BR	14'6" x 15' 6"	2	2nd	5	2		
Dining Rm	12'6" x 18' 6"	1	3rd BR	14'6" x 12'	2	3rd				
Family Rm	15 x 12	1	4th BR	14'6" x 11'6"	2	4th				
Office/Study	14'6" x 13' 6"	1	5th BR	14'6" x 11'	2	Basmt				
Utility Rm			Den							
3 Season	7 x 24	1	In-Law Living Rm	19 x 13	1					
In-Law Kitchen	19 x 7	1								

Assoc Amenities: Possession: At Closing
Interior Feat.: 1st Floor Laundry, 2nd Kitchen, Attic, Cable, Dining Area, Eat-In Kitchen, Family Room, Fireplace-Wood, Formal Dining Room, Foyer, In Law Suite, Laundry Hook-ups, Library, Living Room, Sunroom, 3+ Fireplaces
Exterior Feat.: Out Building, Porch-Enclosed
Basement: Bulkhead, Dirt, Walk Up
Equip./Appl.: Dishwasher, Kitchen Island, Microwave, Range-Gas, Refrigerator, Wood Stove
Driveway: Paved
Construction: Existing, Wood Frame
Financing: Electric: 100 Amp, Circuit Breaker(s)
Floors: Wood
Garage/Park: Foundation: Granite
Heat Fuel: Hot Air
Roads: Corner, Country Setting
Sewer: Shingle-Asphalt
Sustainable Land Use: Drilled Well
Fee Includes: Water Heater: Gas-Lp/Bottle
Disability: 1st Floor 1/2 Bathrm, 1st Flr Hard Surface Flr, Multi-M w/Lift
Negotiable: Building Certs:
Excl Sale: Docs Available: Property Disclosure

Tax Rate: Assmt: \$308,000.00 Assmt Yr:
Tax Class: Source SqFt: Municipal County: Merrimack
Covenant: No Book/Pg: 1893/1383 Plan/Survey:
Recorded Deed: Trust Property ID: Tax ID No. (SPAN# VT): 6939
Map/Block/Lot: 103/1/25 Const. Status: Existing Home Energy Rated Index Score:
Devel/Subdiv: High Sch: Concord High School Jr/Mid Sch: Rindlett Middle School
District: Concord Cable: Electric Co:
Elem Sch: Beaver Meadow Elementary Sch Phone Co: Resort:
Fuel Co: # Weeks: Timeshare %
Timeshare/Fract. Ownshp: No

DOM: 130

PREPARED BY

Susan Stark

Email: susan@gallorealtygroup.com

Gallo Realty Group, NH

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76 Kelley Street

Ag. Ph# : (603) 836-0151 ext.

Manchester, NH 03102

Cell Ph# : () -

Lister: Steve DeStefano of Century 21 Circa 72 Inc.

Fax Ph# : (603) 836-0156

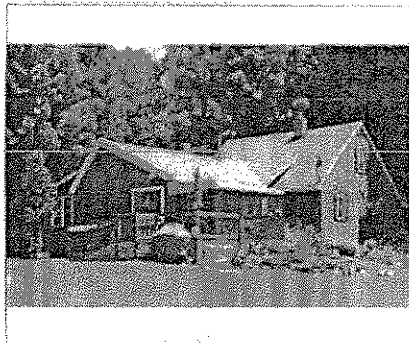
Gallo Realty

www.GalloRealtyGroup.com

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Residential
4365501 Active22 Hot Hole Pond
Concord, New Hampshire 03301

L \$199,900



Zoning: RO
Year Built: 1840
Color: cedar
Gross Taxes: \$ 3,880.00
Taxes TBD: No
Tax Year: 2014
Monthly Assoc.\$: \$
Lot Acre: 5.10
Lot SqFt: 222,156
Common Land Acres:
Road Frontage: TBD
Water Frontage:
Water Acc Type:
of Stories: 1 1/2
Basement: Yes / Interior

Rooms: 5
Bedrooms: 2
Total Baths: 2
Full: 1
3/4 Baths: 1
1/2 Baths: 0
Garage Capacity: 0
Garage Type: None
Total Fin SqFt: 2,088
Apx Fin Above Grd: 2,088
Apx Fin Below Grd: 0
Apx TI Below Grd: 694
Foot Print:
Flood Zone:
Style: Cape

Water Body Type:
Water Body Name:Water Body Restr.:
Current/Land Use:Surveyed:
Land Gains:

Unknown

Seasonal:
Owned Land:

No

Parcel Access ROW:

ROW for other Parcel:

ROW Width:

ROW Length:

Public Reins: Charming country setting 1840 Cape style home, nestled on 5.10 acres. Enjoy a spacious screened in porch off updated kitchen during the breezy summer evenings. Exposed beams throughout. First floor full bath, laundry and bedroom. You don't want to miss this one, landscaping is full of love and joy.

Directions: Mountain Rd, take right on Shaker Rd, Right on Hot Hole Pond Rd, house is on left, sign on property.

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm		1	Master BR		2	1st	1	1			
Kitchen		1	2nd BR		1	2nd	1		1		
Dining Rm			3rd BR			3rd					
Family Rm		1	4th BR			4th					
Office/Study		1	5th BR			Bsmt					
Utility Rm			Den								
			Other Rm 3								

Other Rm 2

Assoc Amenities:

Possession: At Closing

Interior Feat: 1st Floor Laundry, Cable, Cable Internet, Ceiling Fan, Den/Office, Dining Area, Eat-in Kitchen, Fireplace-Gas, Island, Kitchen/Dining, Laundry Hook-ups, Master BR with BA, Mudroom, Natural Woodwork, Skylight, Smoke Det-Hardwired, 1 Fireplace

Exterior Feat: Out Building, Screened Porch

Basement: Dirt, Full, Stab, Sump Pump, Unfinished

Equip./Appl.: Cook Top-Gas, Dishwasher, Dryer, Exhaust Hood, Gas Heat Stove, Kitchen Island, Microwave, Refrigerator, Smoke Detector, Washer, Window Treatment

Driveway: Paved

Electric: 200 Amp, Circuit Breaker(s), Generator, Wired for Generator

Construction: Existing, Wood Frame

Exterior: Cedar, Shake

Financing: All Financing Options

Foundation: Stone

Floors: Carpet, Ceramic Tile, Hardwood, Laminate, Tile, Vinyl

Heating/Cool: Hot Water

Garage/Park: 4 Parking Spaces, Auto Open, Driveway

Lot Desc: Landscaped, Level, Wooded

Heat Fuel: Gas-LP/Bottle, Multi Fuel, Oil

Occ. Restrictions:

Roads: Public

Roof: Shingle-Asphalt

Sewer: 1000 Gallon, Private, Septic

Water: Drilled Well

Suitable Land Use:

Water Heater: Gas-Lp/Bottle

Fee Includes:

Building Certs:

Disability: 1st Floor Full Bathroom, 1st Flr Hard Surface Flr.

Docs Available: Property Disclosure

Negotiable:

Excl Sale:

Tax Rate:

Assmt:

Assmt Yr:

Tax Class:

Covenant: No

Source SqFt: Municipal

County: Merrimack

Recorded Deed: Quit Claim

Book/Pg: 2421/1122

Plan/Survey:

Map/Block/Lot: //

Property ID:

Tax ID No. (SPAN# VT): 120/2/5

Devel/Subdiv:

Const. Status: Existing

Home Energy Rated Index Score:

District: Concord

High Sch: Concord High School

Jr./Mid Sch: Rindlett Middle School

Elem Sch: Broken Ground School

Cable:

Electric Co:

Fuel Co:

Phone Co:

Resort:

Timeshare/Fract. Ownrshp: No

Weeks:

Timeshare %:

DOM: 66

PREPARED BY

Susan Stark

Email: susan@galliorealtygroup.com

Gallo Realty Group, NH

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70 Kelley Street

Agt. Ph# : (603) 836-0151 ext.

Manchester, NH 03102

Cell Ph# : () -

Lister: Kathy Ahlin of Exit Realty Great Beginnings

Fax Ph# : (603) 836-0158



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5.2C Commission

Please see separate email for commission proposal.

5.3 Compliance

See following page – 7.1B for Compliance Certification

PART VII – COMPLETION REQUIREMENTS

7.1 PROPOSAL CERTIFICATION

By submitting a proposal in response to RFP FMA 2015-01 (the "Proposal") and signing below, the Respondent hereby certifies as follows:

- A. The Respondent has been duly authorized to submit the Proposal, to make and sign this Proposal Certification, and to enter into any contract that may be awarded as a result. The person signing on behalf of the Respondent below is duly authorized to sign this Proposal Certification on behalf of the Respondent and to bind the Respondent to the full and complete performance of any contract that may be awarded as a result of this RFP.
- B. The Respondent understands and agrees to comply with and be bound by all of the terms and conditions of this RFP and any attachments, exhibits, addenda, amendments, or supplements hereto.
- C. The Proposal shall remain effective for 180 days following the submission deadline set forth in this RFP.
- D. The commission or fee structure included in the Proposal was established without collusion with any other vendor.
- E. The Respondent's Vendor Number is 222570.
- F. None of the Real Estate Brokers or Real Estate Firms named in the Proposal are now or have ever been the subject of any past or present disciplinary proceeding before the New Hampshire Real Estate Commission (or its counterpart in any other state), except as fully disclosed in writing and submitted herewith, together with descriptions of the outcomes and any resulting settlements, sanctions, or penalties.

Respondent Name: Mike Gallo

By: [Signature]
(Signature)

8/13/14
(Date)

Name and Title of Person Signing: Mike Gallo - Broker

Respondent Contact Person: Mike Gallo or Susan SLARK

Address: 70 Kelley St
Manchester, NH 03102

Telephone Number: 603-836-0151

Fax Number: 603-836-0158

Email Address: Mike@GalloRealtyGroup.com

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PLANT & PROPERTY MANAGEMENT
FIXED & MOBILE ASSETS

EXCLUSIVE MARKETING AGREEMENT

1. The STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services, having an address of 25 Capitol Street, Concord, New Hampshire 03301 ("SELLER"), hereby grants to the undersigned _____ ("AGENT"), effective as of _____, 20____, in consideration of AGENT'S agreement to list, market, and promote the sale of real property formerly known as _____ located at _____ owned by SELLER, primarily consisting of _____ as more particularly described in _____ Deed of _____ dated _____, recorded in the _____ County Registry of Deeds at Book _____, Page _____, and including any other property, real or personal, subsequently added thereto (the "PROPERTY"), the exclusive right to market, list, and solicit offers to purchase said PROPERTY at a minimum price of _____ (\$ _____) on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at or above said price on such terms and conditions as are acceptable to SELLER, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay AGENT a commission of _____ of the contract sale price. Any commission due under this Agreement shall be paid out of the sale proceeds at closing.

2. THIS AGREEMENT SHALL BE IN EFFECT for six (6) months, commencing _____ and ending _____, and, unless terminated on said ending date by the Department acting in its sole discretion, shall be automatically renewed for six (6) consecutive additional months upon the same terms and conditions (except that the minimum price established in this Agreement may be adjusted at the discretion of the Department) for a total contract period not to exceed one (1) year. Upon full execution of a contract for sale and purchase of the PROPERTY, all of the terms and provisions of this Agreement shall extend through the date of closing as specified in such purchase and sale agreement. The commission as provided above shall also be due if the PROPERTY is contracted to be or has been sold, leased, conveyed, exchanged or otherwise transferred within six (6) months after the expiration or rescission of this Agreement to anyone whom AGENT has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY, provided that anyone so procured must be identified to SELLER by AGENT in writing not later than fifteen (15) days after the termination of this Agreement. Should an escrow deposit on a fully executed purchase and sale agreement and deposit receipt be forfeited, one-half shall belong to the undersigned SELLER and one-half shall belong to the above named AGENT as a fee for professional services.

AGENT'S initials _____

3. DUTIES OF AGENT. AGENT owes SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence, and accounting.

4. DUTIES OF SELLER. SELLER acknowledges a duty to disclose to AGENT all known pertinent information about the PROPERTY, adverse or otherwise, upon request, and SELLER understands that all such information will be disclosed by AGENT to potential purchasers. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between signing this Exclusive Marketing Agreement and the Property Disclosure, and the closing, then SELLER will immediately notify the potential purchaser and AGENT of the same in writing. SELLER agrees to cooperate with AGENT in effecting the sale of the PROPERTY and to immediately refer to AGENT all inquiries of interested parties. Unless otherwise directed by SELLER, AGENT shall be the default point of contact for all inquiries, negotiations, or offers regarding the PROPERTY.

5. COOPERATION WITH OTHER BROKERS. SELLER authorizes the following forms of cooperation:

- (a) AGENT may cooperate with other brokers or other real estate firms who will represent the interest of the buyer(s).
- (b) AGENT may cooperate with other brokers or other real estate firms who are not acting on behalf of a client or customer either as a seller agent or buyer agent.

6. SPECIAL CONDITIONS. SELLER hereby agrees that:

- (a) A "For Sale" sign may be placed on the PROPERTY.
- (b) The PROPERTY will be advertised at AGENT'S discretion in a manner consistent with its successful proposal to market the PROPERTY as submitted to SELLER.
- (c) Keys to any building(s) will not be on file with AGENT. Access to the buildings must be arranged with SELLER in advance.
- (d) Exterior pictures of the PROPERTY may be taken.
- (e) Interior pictures of the PROPERTY may be taken.
- (f) Video/virtual tour photography is allowed at AGENT'S discretion.
- (g) AGENT may disclose the existence of other offers.
- (h) The PROPERTY listing data may be submitted to MLS and may be used for comparables.
- (i) The PROPERTY address and information may be displayed on public web sites.

AGENT'S initials _____

- (j) SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
- (k) AGENT is authorized to accept a deposit with any prospective offer to purchase the PROPERTY.

7. ADDITIONAL PROVISIONS:

(a) AGENT acknowledges and agrees that any sale, lease, or exchange of the PROPERTY and any payment obligation of SELLER under this Agreement shall be subject to prior approval by the Governor and Executive Council of the State of New Hampshire. AGENT further acknowledges and agrees that no commission or fee shall be due under this Agreement in the event that the PROPERTY is sold to the City/Town of _____, New Hampshire or to the County of _____, New Hampshire.

(b) AGENT has obtained a current State Vendor Code from the Division of Plant & Property Management, Bureau of Purchase & Property and provided it to SELLER. If AGENT is a corporation, limited liability company, or other business entity required to register with the New Hampshire Secretary of State, then AGENT has provided to SELLER a current original Certificate of Good Standing issued by the New Hampshire Secretary of State. If AGENT is a foreign corporation or other business entity organized under the laws of another state, then AGENT has further provided to SELLER a current original Certificate of Good Standing issued by AGENT'S state of organization.

(c) If AGENT is a business entity other than a sole proprietor, then AGENT certifies that it has all requisite authority to enter into this Agreement and to perform its obligations thereunder, and that the undersigned officer or agent of AGENT is duly authorized to execute this Agreement on behalf of AGENT.

(d) AGENT certifies that it is duly licensed to sell real estate by the New Hampshire Real Estate Commission.

(e) AGENT agrees to defend, indemnify, and hold harmless SELLER and all of its officers, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) or in connection with any acts or omissions of AGENT or its sub-agent in the performance of AGENT'S obligations under this Agreement.

(f) AGENT agrees that at all times during the effective term of this Agreement AGENT shall maintain the following types and amounts of insurance coverage:

- (i) Comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident, or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage.

AGENT'S initials _____

(ii) Professional liability coverage in an amount not less than \$1,000,000 per occurrence and in the aggregate. If coverage is "claims made," the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract. No retention (deductible) shall be more than \$25,000.

(iii) Workers' compensation insurance and employers' liability insurance as required by law.

THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, MENTAL AND/OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

STATE OF NEW HAMPSHIRE ("SELLER")
By and through its
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: Linda M. Hodgdon, Commissioner Date: _____

("AGENT")

By: _____ Date: _____

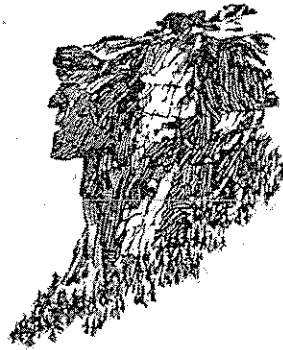
Name (print): _____

Title (print): _____

AGENT'S initials _____

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Linda M. Hodgdon, Commissioner
Department of Administrative Services

FROM: Susan Slack, Assistant Planner
Office of Energy and Planning

DATE: May 10, 2013

SUBJECT: Surplus Land Review, SLR 13-008-CITY OF CONCORD

Effective May 9, 2013, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Administrative Services on behalf of the Department of Health and Human Services:

Request to subdivide and sell approximately three (3) acres of land, including one building with three distinct parts, at 84 Iron Works Road in Concord.

CORD members voted to **RECOMMEND APPROVAL** OF SLR 13-008, with support for the State's retention of ownership of a riparian buffer on the Turkey River to be managed by the Department of Resources and Economic Development, pending determination of the buffer width and subdivision of the larger property, and conditioned on the Department of Administrative Services' continued cooperation with the Division of Historical Resources regarding the property's 1700s farmhouse and resolution of subdivision issues with the Department of Environmental Services (RSA 485-A:29).

cc: Jared Nylund, Department of Administrative Services
Meredith A. Hatfield, Director, NH Office of Energy and Planning
Representative David Campbell, Chair, Long Range Capital Planning and
Utilization Committee

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Christopher D. Clement, Commissioner
NH Department of Transportation

FROM: Susan Slack, Principal Planner *Susan Slack*
Office of Energy and Planning

DATE: July 15, 2014

SUBJECT: Surplus Land Review, SLR 14-023-LACONIA

On July 10, 2014, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Transportation:

Request that CORD recommend leasing 2,100 square feet of railroad corridor land (15 feet wide) to the abutting property owner, 425 Brickhouse A Condominium. LLC, at Lakeside Avenue in Laconia, to allow the property owner to maintain a deck and lawn that has encroached on the railroad property since before DOT jurisdiction of the Concord to Lincoln Railroad corridor.

CORD members voted to **RECOMMEND APPROVAL** OF SLR 14-023 as submitted.

cc:

Meredith A. Hatfield, Director, NH Office of Energy and Planning
Louis Barker, NH Department of Transportation
Representative David Campbell, Chair, Long Range Capital Planning and
Utilization Committee

Orr&Reno

LRCP 14-028

Maureen D. Smith

msmith@orr-reno.com

Direct Dial 603.223.9166

Direct Fax 603.223.9066

Admitted in NH, MD and select Federal Courts

August 5, 2014

VIA FIRST CLASS MAIL

Long Range Capital Planning and Utilization Committee
Office of Legislative Budget Assistant
107 North Main Street
State House, Room 102
Concord, NH 03301-4906

Re: *Granite State Gas Transmission, Inc. – Squamscott Replacement Project*
NHPUC Docket No: DG 14-124

Dear Committee Members:

Please find enclosed a copy of an Order *Nisi* issued by the NH Public Utilities Commission on August 4, 2014 (Order No. 25,702) with regard to the Granite State Gas Transmission, Inc. license to build and maintain an interstate natural gas pipeline beneath the Squamscott River.

Thank you for your attention.

Sincerely,



Maureen D. Smith

Enclosure

cc w/o enc.: Gary Epler, Esq.
Catherine MacArthur

1186166_1.DOC

STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

DG 14-124

GRANITE STATE GAS TRANSMISSION COMPANY, INC.

Petition for a License to Build and Maintain an Interstate
Natural Gas Pipeline Beneath the Squamscott River

Order *Nisi* Granting License

ORDER NO. 25,702

August 4, 2014

In this order we grant GSGT's request for a license to build and maintain a natural gas pipeline beneath the Squamscott River in Exeter and Stratham. This order is being issued on a *nisi* basis to ensure that all interested parties receive notice of the Commission's order and have the opportunity to request a hearing prior to its effective date.

I. PROCEDURAL HISTORY

Granite State Gas Transmission Company, Inc. (GSGT), owns and operates an 86 mile long natural gas transmission line between Haverhill, Massachusetts, and Portland, Maine, that travels through southeastern New Hampshire. GSGT intends to replace a 0.9 mile section of pipe, which crosses the Squamscott River in Exeter and Stratham. GSGT filed a petition pursuant to RSA 371:17 seeking a license to authorize the replacement of the section crossing the river. The petition and subsequent docket filings, other than any information for which confidential treatment is requested of or granted by the Commission, are posted to the Commission's website at <http://www.puc.nh.gov/Regulatory/Docketbk/2014/14-124.html>.

II. POSITIONS OF THE PARTY AND STAFF

A. GSGT

According to the petition, the section of pipe GSGT intends to replace is one of the original federally-authorized sections of the interstate pipeline built in the 1950s. Petition at 1. The existing pipeline consists of coated steel with cathodic protection. The coating has corroded which makes the cathodic protection less effective. GSGT determined to replace the section of pipe that is the subject of this docket as part of its Integrity Management Program. *Id.* at 2. GSGT provided the technical details of the replacement pipe. *Id.*

GSGT states that it has the appropriate approvals from the Federal Energy Regulatory Commission (FERC). FERC confirmed that the new pipe will not materially increase the pipe's transmission capacity and that the replacement is based upon sound engineering principles. *Id.* GSGT states it has federal authority for the pipeline under a "blanket certificate of public convenience and necessity." *Id.*

GSGT states that it is in the process of obtaining the required easement in submerged lands from the state, with a hearing before the Governor and Council in August. GSGT has also sought a ruling from the Site Evaluation Committee that the project does not require a certificate of siting and facility. *Id.* at 2-3. According to the petition, the New Hampshire Rivers Management Advisory Committee determined that any potential effects on the Squamscott River will be *de minimus*, and that the New Hampshire Council on Resources and Development recommended approval of the state easement. *Id.* at 2.

GSGT states that the new pipe will be buried beneath the Squamscott River by horizontal directional drilling. GSGT has tentative agreements with all potentially affected parties

regarding the location of the pipe. *Id.* at 3. Finally, GSGT states that the new pipe will not disturb navigation or public use of the river, and that the project is necessary to meet the reasonable requirements to provide natural gas service. *Id.*

B. Commission Staff

The Commission's Safety Division reviewed the petition, attachments, land ownership records, and applicable rules. Staff first noted that the Squamscott River is a "tidal water" on the list of Public Waters maintained by the Department of Environmental Services (DES), <http://des.nh.gov/organization/commissioner/pip/publications/wd/documents/olpw.pdf>.

July 21, 2014, Recommendation of Safety Director Randall Knepper.

Second, the Safety Division confirmed that easements are in place to allow for the pipeline to be built on each shore. The Town of Exeter owns the land on the western side of the river and a private party owns the land on the eastern side. *Id.* at 2.

Third, the Safety Division noted that although the petition does not explicitly state that the project will comply with the gas pipeline safety rules of 49 CFR Part 192, "Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards," it does provide engineering details of the materials and selection of applied coatings that comply with those rules. *Id.*

Based on the information provided, the Safety Division recommended approval of the petition with the following conditions: (1) that the Commission limit any approval to the GSGT natural gas pipeline under consideration in this docket; (2) that the Commission direct GSGT to operate and maintain the crossing in conformance with the latest version of 49 CFR Part 192; and (3) that the Commission require all future alterations to the crossing that may affect the

public to conform to the version of 49 CFR Part 192 that is in place when the alteration is submitted for approval.

With those conditions, the Safety Division concluded that that the proposed natural gas pipeline would meet all current safety standards. *Id.* at 3.

III. COMMISSION ANALYSIS

RSA 371:17 requires GSGT to seek a license from the Commission to construct and maintain a pipeline beneath any “public waters” of the state whenever it is “necessary ... to meet the reasonable requirements of service to the public.” The Squamscott River is on DES’s list of public waters, as referenced above. If GSGT can demonstrate that the Squamscott River crossing is “necessary” under RSA 371:17, then RSA 371:20 authorizes the Commission to grant the license if it “may be exercised without substantially affecting the public rights in said waters.”

Based on the information presented in GSGT’s submissions and Staff’s memorandum, we find that the proposed crossing of the Squamscott River is necessary for GSGT to meet the reasonable requirements of safe and reliable service to the public as required by RSA 371:17. The petition involves a major distribution line and the proposed project will replace pipe that is more than 50 years old and deteriorating. Safe operation is an inherent component of the public rights standard under RSA 371:20. We also find that the requested license may be “exercised without substantially affecting the public rights in said waters” largely because the pipe will be buried beneath the river bed. RSA 371:20. We therefore find that the crossing is in the public good and approve the petition subject to the three conditions recommended by the Safety Division and subject to GSGT obtaining other required approvals.

Our decision is issued on a *nisi* basis to provide any interested party the opportunity to submit comments on GSGT's petition or to request a hearing.

Finally, inasmuch as DES is responsible by statute for maintaining the official list of public waters, and the New Hampshire Long Range Capital Planning and Utilization Committee is responsible for approval of any disposal or lease of state owned properties pursuant to RSA 4:40, we determine that notice of the proposed crossings to both of those entities is warranted.

The Commission issues this order on a *nisi* basis to ensure that all interest parties receive notice of the determination and have the opportunity to request a hearing.

Based upon the foregoing, it is hereby

ORDERED *NISI*, that subject to the effective date below, GSGT is authorized, pursuant to RSA 371:17 to construct, maintain and operate the proposed natural gas pipeline over and across the public waters described in its petition and depicted in its May 13, 2014, filing; and it is

FURTHER ORDERED, that this approval is limited to the natural gas pipeline under consideration in this docket, and is conditioned on the requirement that GSGT constructs, operates, maintains and, if applicable, alters the piping consistent with Puc 506.02 and 49 CFR Part 192, as amended; and it is

FURTHER ORDERED, that GSGT shall provide a copy of this Order *Nisi* to (i) the City Clerks of Exeter and Stratham, New Hampshire, (ii) the New Hampshire Attorney General, (iii) the owner of the land in Stratham bordering the eastern edge of the public waters (*i.e.*,

L. Labonte), (iv) the New Hampshire Department of Environmental Services, and (v) the New Hampshire Long Range Capital Planning and Utilization Committee, by first class mail no later than August 11, 2014, and to be documented by affidavit filed with this office on or before August 14, 2014; and it is

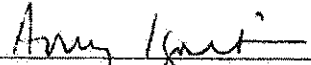
FURTHER ORDERED, that the Petitioner shall cause a summary of this Order *Nisi* to be published once in a statewide newspaper of general circulation or of circulation in those portions of the state where operations are conducted, such publication to be no later than August 11, 2014, and to be documented by affidavit filed with this office on or before August 14, 2014; and it is

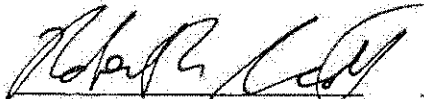
FURTHER ORDERED, that all persons interested in responding to this Order *Nisi* be notified that they may submit their comments or file a written request for a hearing which states the reason and basis for a hearing no later than August 13, 2014, for the Commission's consideration; and it is

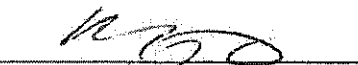
FURTHER ORDERED, that any party interested in responding to such comments or request for hearing shall do so no later than August 14, 2014; and it is

FURTHER ORDERED, that this Order *Nisi* shall be effective August 15, 2014, unless the Petitioner fails to satisfy the publication obligation set forth above or the Commission provides otherwise in a supplemental order issued prior to the effective date.

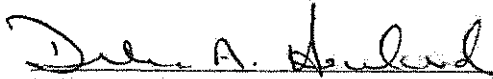
By order of the Public Utilities Commission of New Hampshire this fourth day of
August, 2014.


Amy Ignatius
Chairman


Robert R. Scott
Commissioner


Martin P. Honigberg
Commissioner

Attested by:


Debra A. Howland
Executive Director