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

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

May 3, 2016

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, May 10, 2016, at 10:00 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 black ink, appearing to read "Michael W. Kane".

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachments

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
AGENDA

Tuesday, May 10, 2016 at 10:00 a.m. in Room 201 of the Legislative Office Building

(1) **Acceptance of Minutes** of the March 30, 2016 meeting

(2) **Old Business:**

LRCP 16-009 Additional Information – dated April 8, 2016 in response to Committee request for an appraisal to purchase the property pertaining to item; **LRCP 16-009 Department of Administrative Services** – informational item, dated March 16, 2016, of intent to enter into a Memorandum of Agreement with the Department of Safety for a term of ninety-nine (99) years for the use and occupation by the Department of Administrative Services of approximately 2.051 acres of land and the buildings and other improvements situated thereon owned by the State at 4 Meadowbrook Drive in Milford, NH, located at the intersection of the NH Route 101 Bypass and Phelan Road. **Held over from the March 30, 2016 meeting.**

(3) **New Business:**

RSA 4:39-b Approval of State Agency Leases Exceeding 5 Years:

LRCP 16-013 Department of Corrections – request approval of a ten-year renewal lease agreement with Robat Holdings, LLC, P.O. Box 397, Manchester, NH 03305 for approximately 5,500 square feet of space located at 60 Rogers Street (2nd floor suite), Manchester, NH 03103 for the period of June 1, 2016 to May 31, 2026, for an amount no to exceed \$857,796, subject to the schedule of annual rent and certain limited improvements, as specified in the request dated April 28, 2016

RSA 4:39-c Disposal of Highway or Turnpike Funded Real Estate:

LRCP 16-012 Department of Transportation – request authorization to enter into a listing agreement for a term of one (1) year with NAI Norwood Group for the sale of a 3.6 +/- acre parcel of State owned land improved with a single family residence located at 72 Range Road in the Town of Windham for \$725,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated April 18, 2016

LRCP 16-014 Department of Transportation – request authorization to sell a 1,813 +/- square foot parcel of State owned land located on the easterly side of Frank Bean Road in the Town of Laconia directly to the City of Laconia for \$1,500, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated May 2, 2016

LRCP 16-015 Department of Transportation – request authorization to sell a 0.2 +/- of an acre parcel of State owned land located on the westerly side of NH Route 12A in the Town of Surry to Nancy Balla, the abutter, for \$2,400, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated May 2, 2016

RSA 4:40 Disposal of Real Estate:

LRCP 16-011 Department of Resources and Economic Development – authorization to; 1) sell a 20 foot wide utility easement over Davisville State Forest in Warner, NH for the appraised value of \$35,000 to Eversource Energy, and assess an Administrative Fee of \$1,100, and further authorization to 2) sell a three-acre (3) portion of Davisville State Forest in Warner, NH to Richard George for \$57,100, and assess an Administrative Fee of \$1,100, subject to the conditions as specified in the requested dated March 28, 2016

(4) **Miscellaneous:**

(5) **Informational:**

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

The next meeting has been set for Tuesday, June 14, 2016 at 10:00 a.m.

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
MINUTES

March 30, 2016

The Long Range Capital Planning and Utilization Committee met on Wednesday, March 30, 2016 at 3:00 p.m. in Room 201 of the Legislative Office Building.

Members in attendance were as follows:

Representative Gene Chandler, Chairman
Representative John Cloutier, Clerk
Representative David Danielson
Representative Mark McConkey
Representative Edmond Gionet, Alternate
Representative Katherine Rogers, Alternate
Senator David Boutin, Vice Chairman
Senator Regina Birdsell
Senator Dan Feltes
Senator Nancy Stiles
Meredith Telus, Governor's Office

Michael Connor, Department of Administrative Services

Representative Chandler called the meeting to order at 3:00 p.m.

ACCEPTANCE OF MINUTES:

On a motion by Representative Gionet, seconded by Representative Danielson, that the minutes of the February 16, 2016 meeting be accepted as written. MOTION ADOPTED. (7-Yes, 2-Abstain)

NEW BUSINESS:

RSA 4:40 DISPOSAL OF REAL ESTATE:

LRCP 16-007 Department of Administrative Services – Craig Bulkley, Chief Operating Officer, Financial Management Division, New Hampshire Liquor Commission presented the request and responded to questions of the Committee.

On a motion by Senator Boutin, seconded by Senator Stiles, that the Committee approve the request of the Department of Administrative Services, acting on behalf of the New Hampshire Liquor Commission, to grant a perpetual utility easement on state land to Unitil Energy Systems, Inc. and Northern New England Telephone Operations, LLC (d/b/a FairPoint Communications-NNE), as tenants in common, for the construction, installation, operation, maintenance, and replacement of transmission and distribution lines and associated service poles and other supporting facilities and apparatus as needed to provide electrical and telecommunications utility service to the NH Liquor Commission Headquarters building located at 50 Storrs Street in Concord, free of charge in exchange for making available to the State continued and upgraded

electrical and telecommunications utility service to the NHLC Headquarters building, subject to the conditions as specified in the requested dated March 2, 2016. MOTION ADOPTED.

INFORMATIONAL:

LRCP 16-009 Department of Administrative Services – Michael Connor, Deputy Commissioner, Department of Administrative Services responded to questions of the Committee regarding the appraised value of land associated with the informational item, dated March 16, 2016, of intent to enter into a Memorandum of Agreement with the Department of Safety for a term of ninety-nine (99) years for the use and occupation by the Department of Administrative Services of approximately 2.051 acres of land and the buildings and other improvements situated thereon owned by the State at 4 Meadowbrook Drive in Milford, NH, located at the intersection of the NH Route 101 Bypass and Phelan Road.

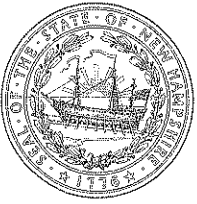
The Committee requested the Department of Administrative Services not act on the Memorandum of Agreement with the Department of Safety until the Department provides an appraisal to include the purchase value of the property. The Committee also requested a copy of the law which exempts Memorandum of Agreements from being considered a lease and requiring Long Range Capital Planning and Utilization Committee approval.

The informational materials were accepted and placed on file.

DATE OF NEXT MEETING AND ADJOURNMENT:

The next regular meeting of the Long Range Capital Planning and Utilization Committee will be at the Call of The Chair. (Whereupon the meeting adjourned at 3:11 p.m.)

Representative John R. Cloutier, Clerk



State of New Hampshire **LRCP 16-009** **Additional Information**

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

VICKI V. QUIRAM
Commissioner
(603) 271-3201

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

April 8, 2016

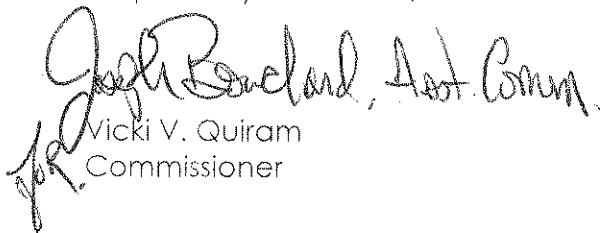
The Honorable Gene Chandler, Chairman
Long Range Planning and Utilization Committee
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

At the last meeting of the Long Range Planning and Utilization Committee on March 16, 2016, we submitted an informational item regarding a 99 year Memorandum of Agreement with the Department of Safety for approximately 2 acres of land located at 4 Meadowbrook Drive in Milford. The purpose of the Memorandum of Agreement is to utilize the land to construct a new facility that will house the Milford Circuit Court and a Division of Motor Vehicles substation.

There was some discussion during the meeting regarding whether it would be more appropriate to purchase the land outright rather than enter into a long term memorandum of agreement and we were asked to provide a copy of the most recent appraisal. Attached is a copy of the most recent appraisal as requested.

Respectfully Submitted,

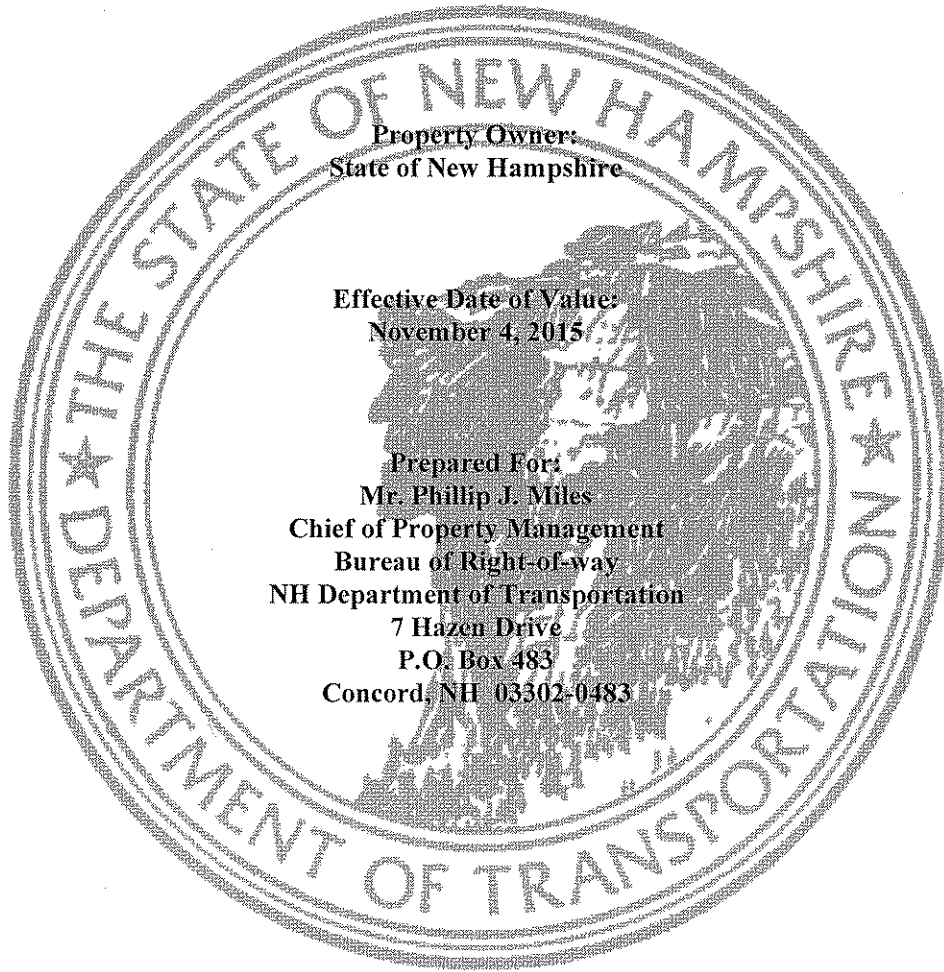

Vicki V. Quiram
Commissioner

Attachment

Appraisal Report

of

Land and Building at 4 Meadowbrook Dr., Milford, NH



Property Owner:
State of New Hampshire

Effective Date of Value:
November 4, 2015

Prepared For:
Mr. Phillip J. Miles
Chief of Property Management
Bureau of Right-of-way
NH Department of Transportation
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

Prepared By:
Laura J. Davies, NHCG - 529
Appraiser Supervisor
NH Department of Transportation
7 Hazen Drive
PO Box 483
Concord, NH 03302-0483

FROM:	Laura J. Davies, NHCG #: 529 Appraiser Supervisor	DATE:	December 15, 2015
TO:	Phillip J. Miles Chief of Property Management	AT:	NHDOT - Bureau of Right-of-Way Concord Office
THROUGH:	Stephen Bernard, Chief Appraiser		
SUBJECT:	Market Value Estimate of a 2.05± Acre Parcel Improved with a 5,253 SF Government Office Building with 576±SF Attached Garage Located at 4 Meadowbrook Drive, Milford, NH Property Owner: State of New Hampshire		

Appraisal Problem: This memo constitutes an appraisal report for the above referenced subject property. The intended recipients and those requesting this report are officials, employees and agents of the New Hampshire Department of Transportation, Bureau of Right of Way as well as officials at the Department of Safety and Administrative Services.

The purpose of this appraisal is to estimate the market value of the fee simple interest in the property located at 4 Meadowbrook Drive, Milford, NH that is owned by the State of New Hampshire. The annual market rent for the site, as vacant, has also been requested. This 2.05± acre site was acquired by the State via two transfers, each transferring a one-half interest in the unimproved site, on June 20, 1986. The existing improvements were constructed in 1989 for their present use as a Division of Motor Vehicles office, as well as a barracks for the State Police, which have since been moved elsewhere. The property is identified by the Town Assessor as Lot 29 on Tax Map 7. The subject is located in Milford's Industrial District and is also within the West Elm Street Gateway District, an overlay district. The effective date of value is November 4, 2015.

The appraised property consists of a roughly square 2.05± acre lot with frontage on Phelan Road and NH Route 101 as well as frontage and access on Meadowbrook Drive. The intersection of NH Route 101 and Phelan Road is controlled by four way lighted signals. The subject is improved with a 5,253 square foot, cape style, wood-frame building with an attached two-car 576 square foot garage. Electricity, telephone, cable TV, municipal water and sewer are on site.

The parcel is being valued to assist the client—the New Hampshire Departments of Transportation, Safety and Administrative Services, and their officials, employees and agents in providing a reasonable and supportable market value estimate of the real estate and an annual market rent estimate for the site as vacant, for possible transfer, leasing and/or redevelopment.

The attached report summarizes the basis of the value conclusions and provides definitions to specific terms. It also defines the Limiting Conditions, Hypothetical Conditions or Extraordinary Assumptions on which this valuation is based.

Based on the data collected and analyzed, in my opinion the market value of the fee simple interest of the property as of November 4, 2015:

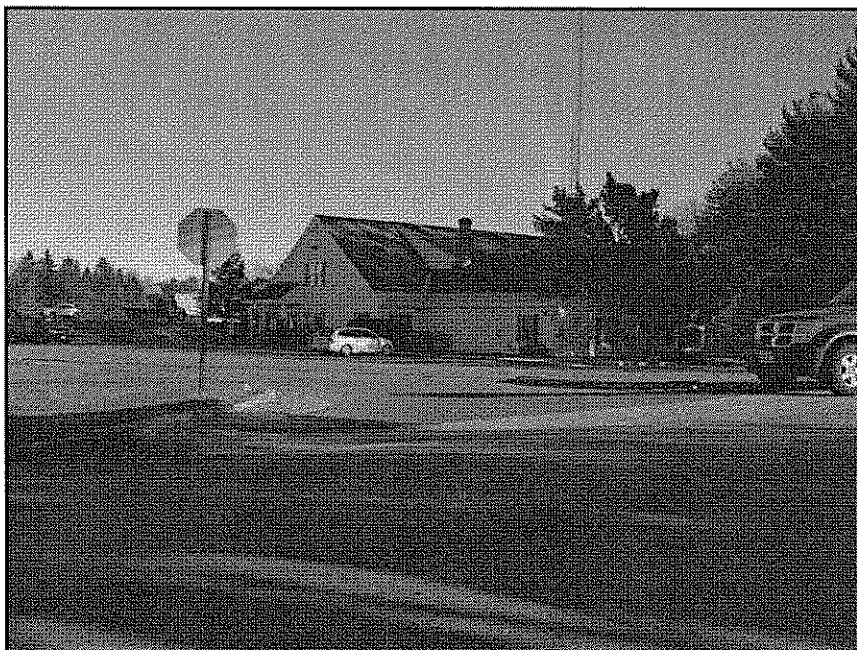
\$275,000

The market annual ground rent for the site, as vacant, as of November 4, 2015 is:

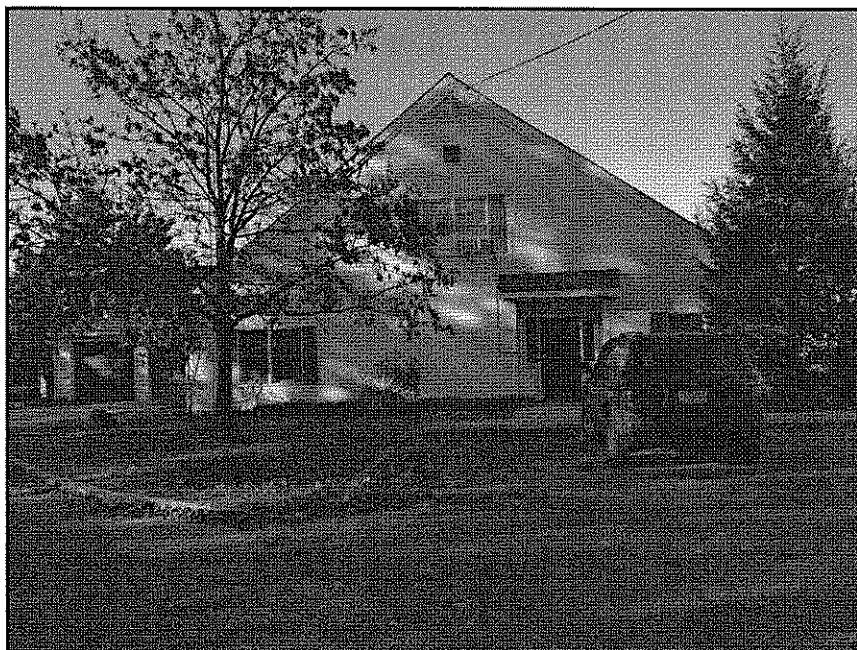
\$22,000

Photographs of the Subject Property

Taken October 30, 2015 by Laura Davies



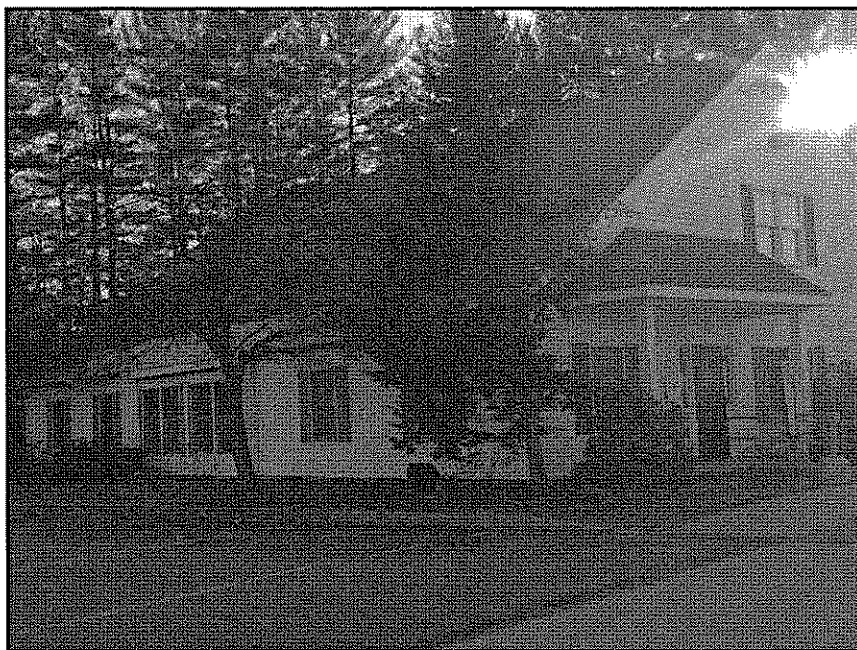
View of subject from Meadowbrook Drive curb cut, facing southeast.



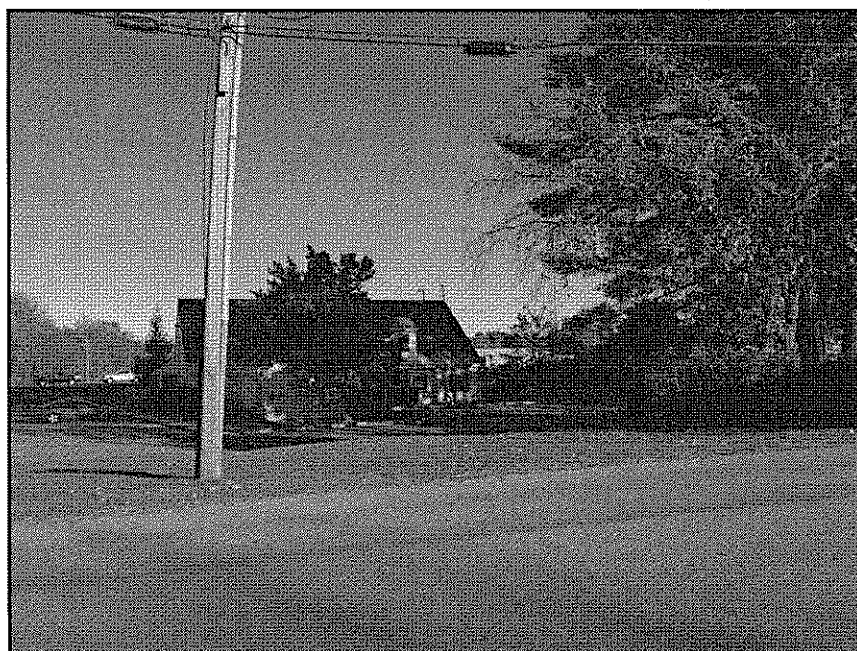
View of the subject facing north.

Photographs of the Subject Property

Taken October 30, 2015 by Laura Davies



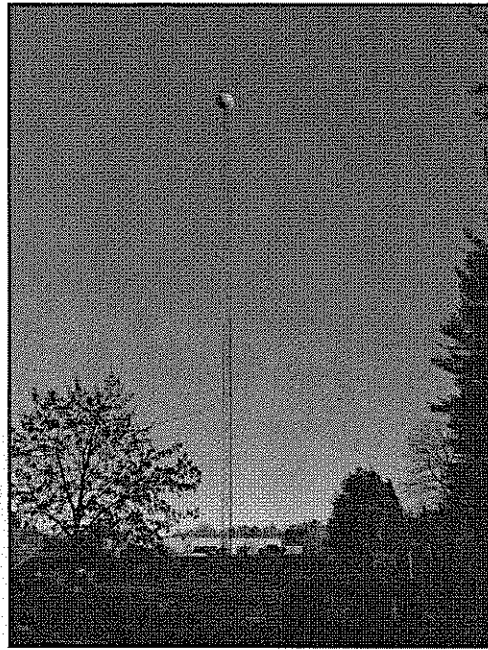
View of Division of Motor Vehicles entrance and along east side of building facing Route 101.



View of west side of subject office building from Meadowbrook Drive.

Photographs of the Subject Property

Taken October 30, 2015 by Laura Davies

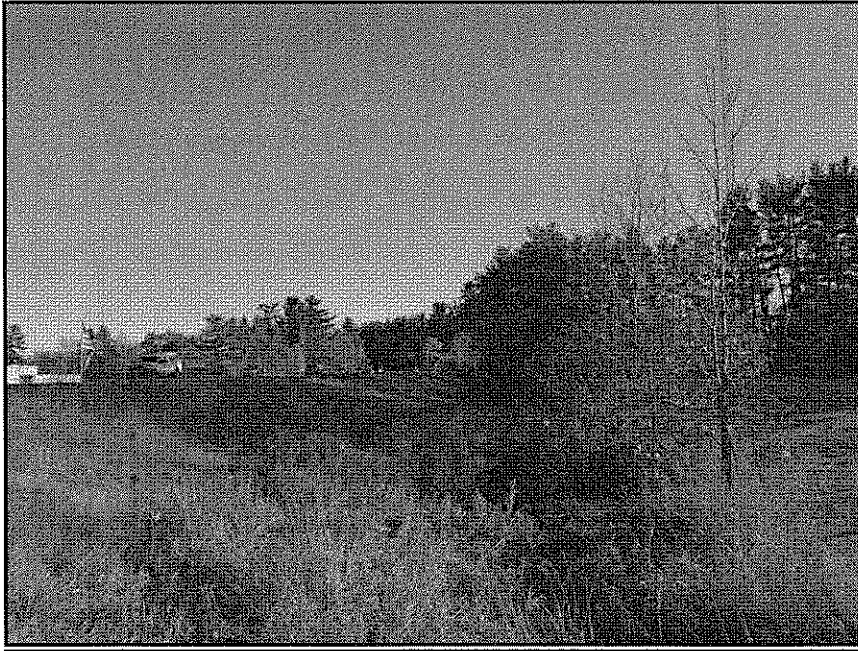


View of communications tower on the southeast corner of the subject site.

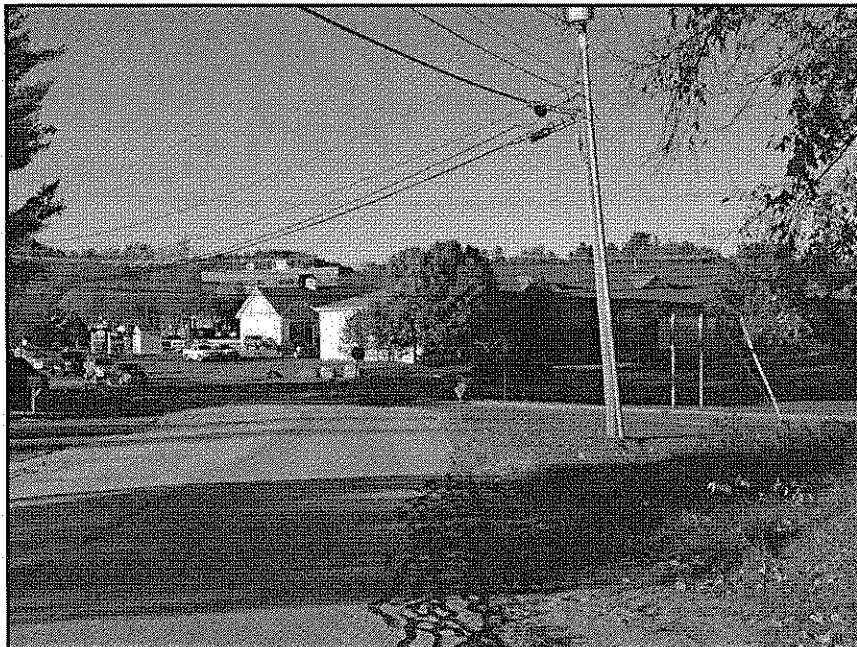


View across subject parking lot toward the signalized intersection at Route 101 and Phelan Road

Photographs of the Subject Property
Taken October 30, 2015 by Laura Davies

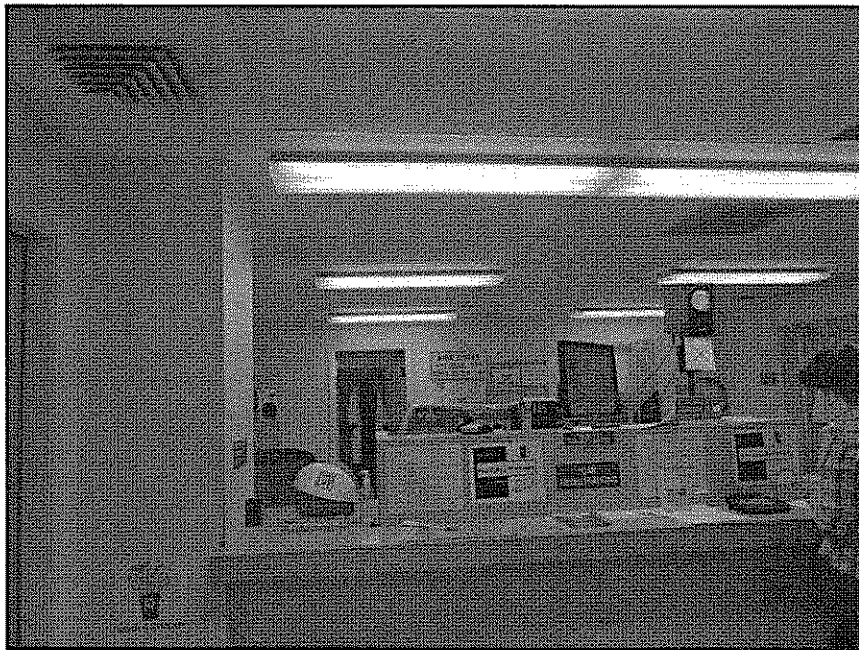


View along Route 101 frontage looking southeast, subject at right.

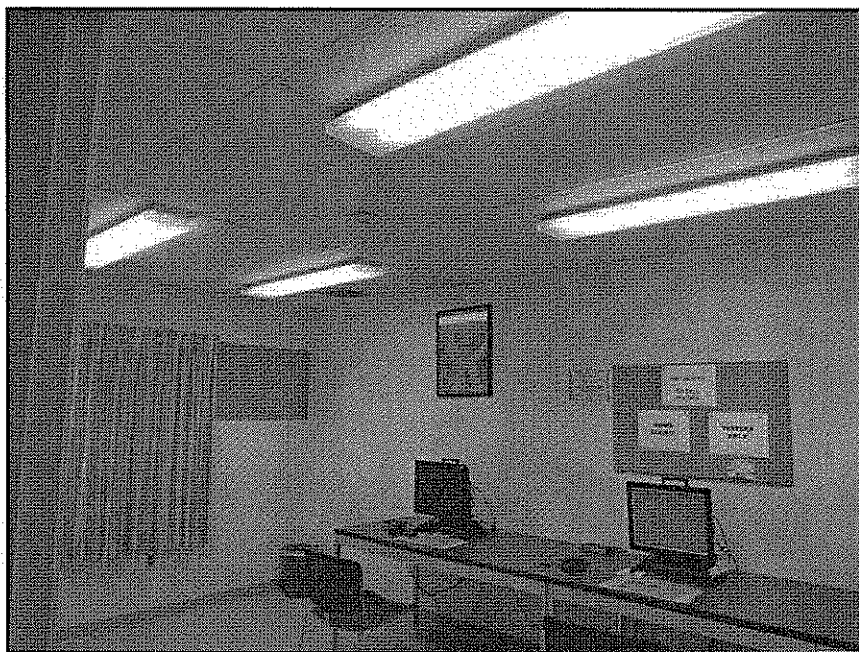


View of Meadowbrook Drive looking north, subject at right.

Photographs of the Subject Property
Taken November 4, 2015 by Laura Davies



Division of Motor Vehicles service area

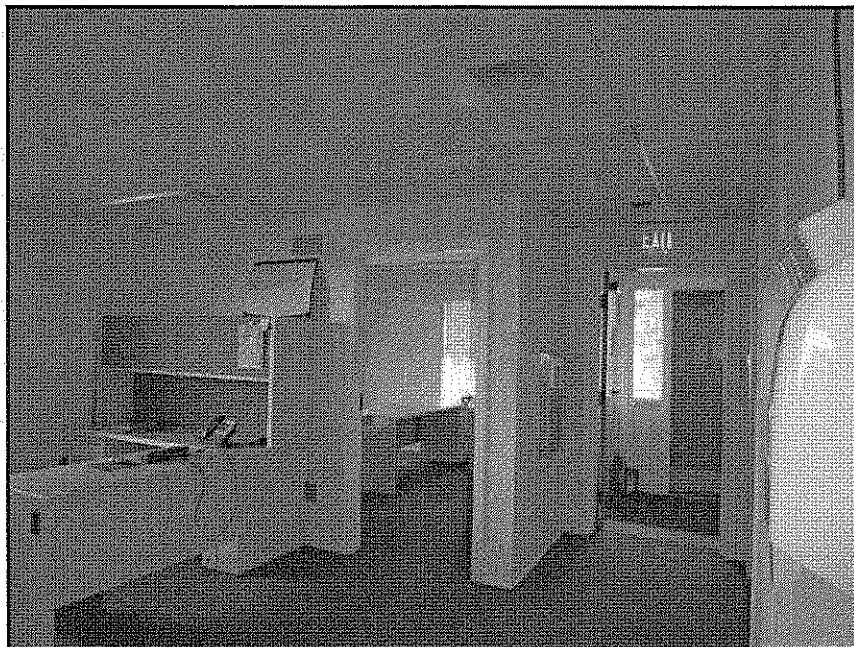


Division of Motor Vehicles testing room

Photographs of the Subject Property
Taken November 4, 2015 by Laura Davies

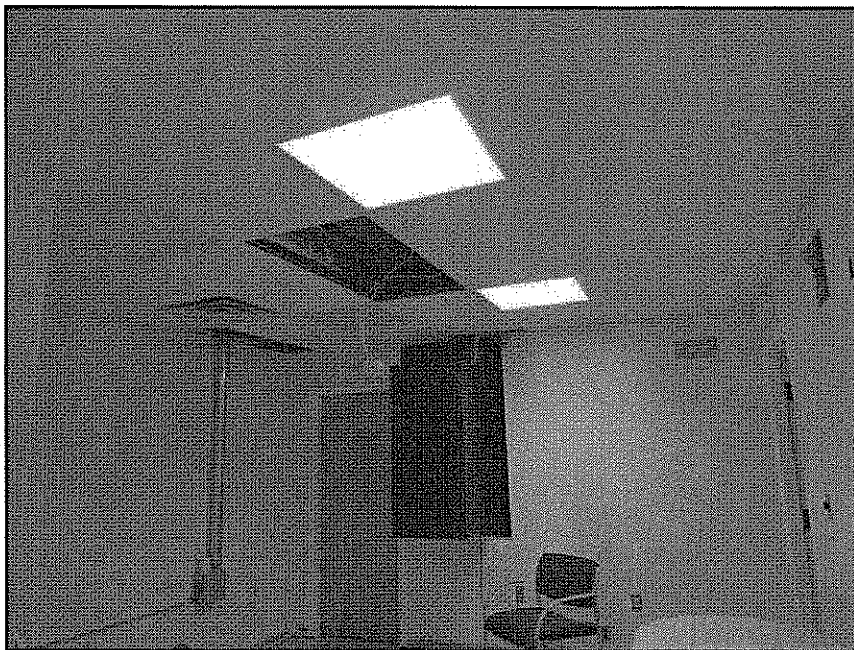


Shared kitchen area

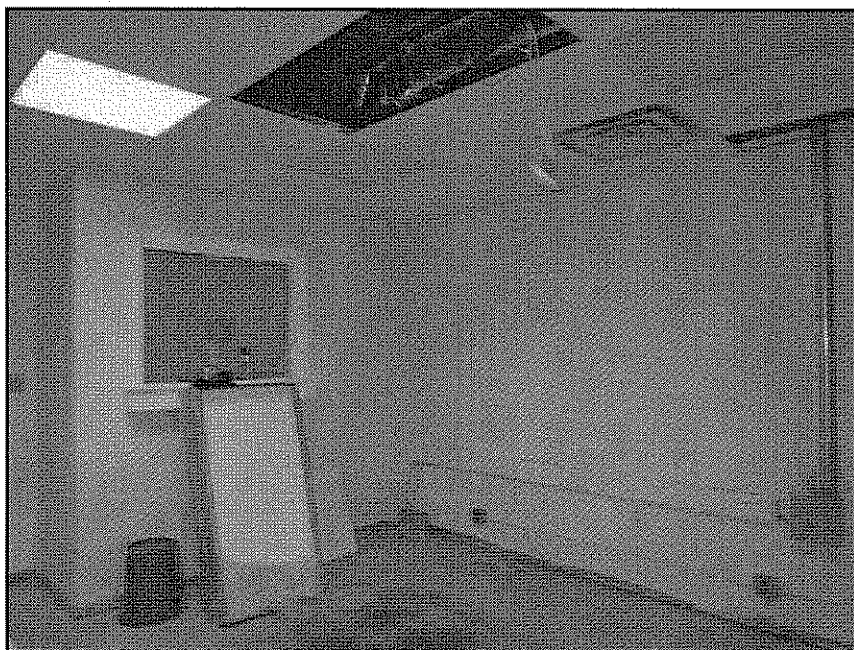


Former Fire Standards and Training office area

Photographs of the Subject Property
Taken November 4, 2015 by Laura Davies



First floor data/systems equipment area



Vacant space

Photographs of the Subject Property
Taken November 4, 2015 by Laura Davies



Second floor State Police satellite office



Second floor State Police radio equipment closet

General Assumptions

For this report I have assumed:

- All maps, plans, and photographs I used are reliable and correct.
- The legal interpretations and decisions of others are correct and valid.
- The parcel areas given to me have been properly calculated.
- Broker and assessor information are reliable and correct.
- The deeds and other legal information available are accurate.
- Information from all sources is reliable and correct unless otherwise stated.
- There are no hidden or unapparent conditions on the property or in the subsoil, including hazardous waste or ground water contamination, which would render the property more or less valuable.
- This summary appraisal report values only the real estate. It does not value personal property, computers, furniture, equipment, machinery, tools, business goodwill or inventory.

Extraordinary Assumptions and Hypothetical Conditions

None

General Limiting Conditions

This report is bound by the following limiting conditions:

- Sketches and photographs in this report are included to assist the reader in visualizing the property. I have not performed a survey of the subject property or any of the comparable sales, and do not assume responsibility in these matters.
- I assume no responsibility for any hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures, or the engineering that may be required to discover or correct them.
- Possession of this report (or a copy) does not carry with it the right of publication. Furthermore, it may not be used for any purpose other than by the party to whom it is addressed without the written consent of the State of New Hampshire, and in any event only with the proper written qualification and only in its entirety. Neither all nor any part of the contents (or copy) shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the State of New Hampshire.
- Acceptance and / or use of this report constitutes acceptance of the foregoing underlying limiting conditions and underlying assumptions.

Purpose of Appraisal

The purpose of the appraisal is to estimate the market value of the owner's marketable rights and interest in the subject property, as of the effective date of the appraisal, by employing an Appraisal Report in conformity with the New Hampshire Department of Transportation Right-of-Way Manual, Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) (a/k/a Yellow Book), and Uniform Standards of Professional Appraisal Practice (USPAP). Additionally, the annual market ground rent for the site, as vacant, had been estimated.

Market Value

As referred to herein, the term Market Value is defined by *The Uniform Appraisal Standards for Federal Land Acquisitions*, as follows:

Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.

Ground Rent / Market Rent

Ground rent and market rent are defined in the *Dictionary of Real Estate Appraisal, 5th edition*, (The Appraisal Institute, 2010), as:

Ground Rent - The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land.

Market Rent – The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions renewal and purchase options, and tenant improvements.

Property Rights Appraised

The unencumbered fee simple interest in the property has been appraised. Fee Simple interest is defined in the *Dictionary of Real Estate Appraisal, 5th edition*, (The Appraisal Institute, 2010), as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.

Date of Inspection

October 30, 2015 and November 4, 2015

Effective Date of Value

November 4, 2015

Date of Report

December 15, 2015.

Intended Use

The intended use of this report is to assist the client— the New Hampshire Departments of Transportation, Safety and Administrative Services, and their officials, employees and agents in providing a reasonable and supportable market value estimate of the real estate and an annual market rent estimate for the site as vacant, for possible transfer, leasing and/or redevelopment.

Intended User

The reader should clearly understand that the use of this report is intended to be for the exclusive use of the New Hampshire Departments of Transportation, Safety and Administrative Services.

Scope of Work

The scope of work identifies the type and extent of research and analyses in an assignment. My investigations and research included an on-site inspection and photographing of the subject property on October 30, 2015 and November 4, 2015. I examined Town and County property records including assessment data and taxes, zoning regulations, the availability of public utilities, access, traffic counts. I researched the type and intensity of neighboring uses and reviewed information from the files of the New Hampshire Department of Transportation, including highway plans for NH Project No. P-7105-B of the construction of Route 101.

I formed an opinion of the highest and best use of the subject site, as if vacant as well as for the property as improved, based on its legal, physical, and neighborhood land use characteristics, then determining the financially feasible and maximally productive uses for the property "As Is". I conducted extensive search for comparable land and building sales and for ground lease rents, terms and capitalization rate data for the subject property, verified and analyzed the data selected for use in the sales comparison approach, developed an opinion of the value of the property, and prepared this appraisal report in compliance with USPAP 2-2(a) to convey my findings, the market data, and the analyses.

Property data was collected and compiled from several sources, including the Towns of Milford, Bedford and Londonderry, the Hillsborough County Registry of Deeds, Northern New England Real Estate Network (MLS), Real Data, and local real estate professionals.

Property Identification

The subject property is identified as 4 Meadowbrook Road in Milford, NH, a 2.05± acre parcel located on the south side of Phelan Road between Meadowbrook Drive and Route 101, Milford, Hillsborough County that is owned by the State of New Hampshire. It is further identified by the Milford Assessor as Lot 29 on Map 7.

Listing, Transfer, and Ownership History

The State of New Hampshire currently owns the subject parcel. They acquired the property from Forest, Nash and Krook by two deeds, each transferring a one-half interest in the parcel, recorded on June 20, 1986 at the Hillsborough County Registry of Deeds in Book 3573 Pages 789 and 790. A portion of this conveyance was a Charitable Contribution.

The property is not currently offered for sale, has not been listed for sale in the past 12 months and to my knowledge the property is not under contract or option.

Present Use

The property was constructed for use as a state police barracks and a Division of Motor Vehicles office. The state police use has since been moved and that portion of the building is minimally occupied by the State's Fire Standards and Training and Emergency Medical Services office and as a State Police satellite office. The communications tower remains, although the extent of its use is not known.

Real Estate Tax Data

Property Assessment

Town Property ID	Land	Building	Total
Map 7, Lot 29	\$130,200	\$343,900	\$474,100

Real Estate Tax

Assessed Value	Tax rate/\$1,000	Real Estate Taxes
\$474,100	\$27.30	\$12,942.93

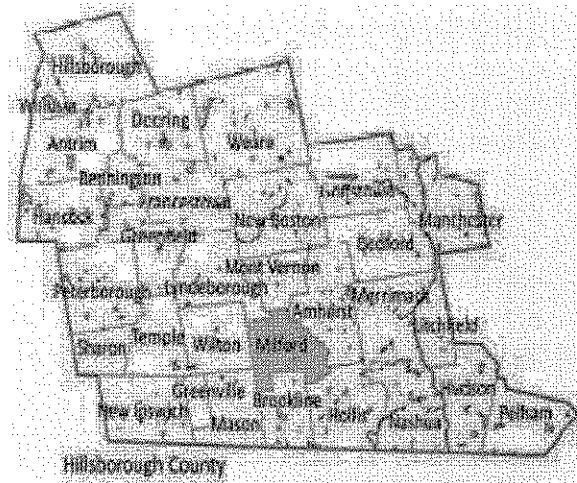
Comments

The subject property is owned by the State of New Hampshire and is therefore tax exempt. The State of New Hampshire, Department of Revenue currently estimates that assessed values in the Town reflect approximately 98.7% of true market value resulting in an effective tax rate of 2.69% of market value and an equalized assessed value of \$480,344. Assessment for *ad valorem taxation* is based on broad base techniques heavily weighted to residential properties and is not considered an accurate reflection of market value as defined in this report.

Area/Neighborhood Description

Much of the State's population and business activity is located in southern New Hampshire as contrasted with the more northern and western areas of the state, which are oriented toward farming, tourism and recreational uses. Consequently, business activity, real estate values and other economic factors are somewhat homogeneous within the southern portion of the state.

Milford is located in the western part of Hillsborough County, about 20 miles southwest of Manchester, the State's largest city, and 12 miles northwest of Nashua, the state's second most populous community. Milford enjoys good highway access via Route 101, the State's primary east – west route, as well as Routes 101A and 13. The F. E. Everett Turnpike is located about 7 miles to the east, connecting Nashua to Manchester and I-93 to the North and to Lowell, Massachusetts and I-495 to the south.



New Hampshire has continually ranked as having one of the lowest unemployment rates in the country. Unemployment rates rose during the great recession, but they began declining in 2010 and have remained stable during the past year. The most recent statistics available from NH Department of Labor report unemployment rates in September 2015 were: 3.1% in the Town of Milford; 3.2% in Hillsborough County; 3.0% in New Hampshire; 4.4% in New England and 4.9% in the United States.

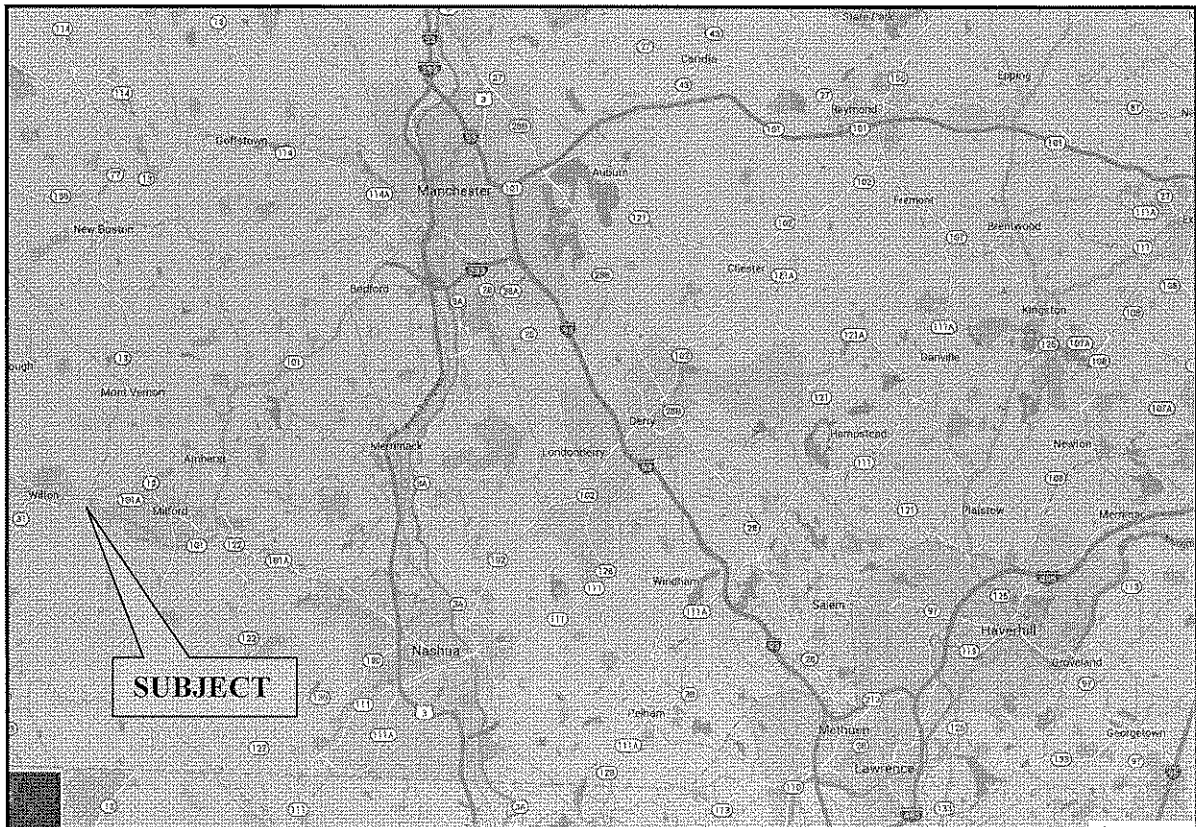
Milford's 2013 population was 15,116, the 17th largest among the State's incorporated cities and towns. Milford's population density is 594.6 persons per square mile. Milford has a fairly diverse mix of uses for a community of its size. There are 6,375 total housing units, 3,674 of which are single-family units. The majority of the remaining units are apartments with only 323 mobile homes in the community. Commercial and industrial property makes up 19.4% of the assessed value in the town. The largest employer in the community is Hitchner Manufacturing, with 500 employees. There are four other manufacturing businesses in town with over 100 employees.

The subject neighborhood is located west of the downtown at the intersection of Route 101 (the Milford By-pass) and Route 101A (Elm Street), just over a mile east of the Wilton town line. The predominant uses in the neighborhood are industrial, including several Hitchner Manufacturing facilities, as well as two newer Air Mar buildings and an Alene Candles plant currently undergoing a major expansion, as well as commercial development, including uses such as a supermarket, State liquor store, auto service/parts stores, a large bank office, clinic, car wash and professional offices. The 2014 traffic count on Route 101 in the vicinity of the subject is 16,025 Average Annual Daily Traffic (AADT) and to the west of the intersection

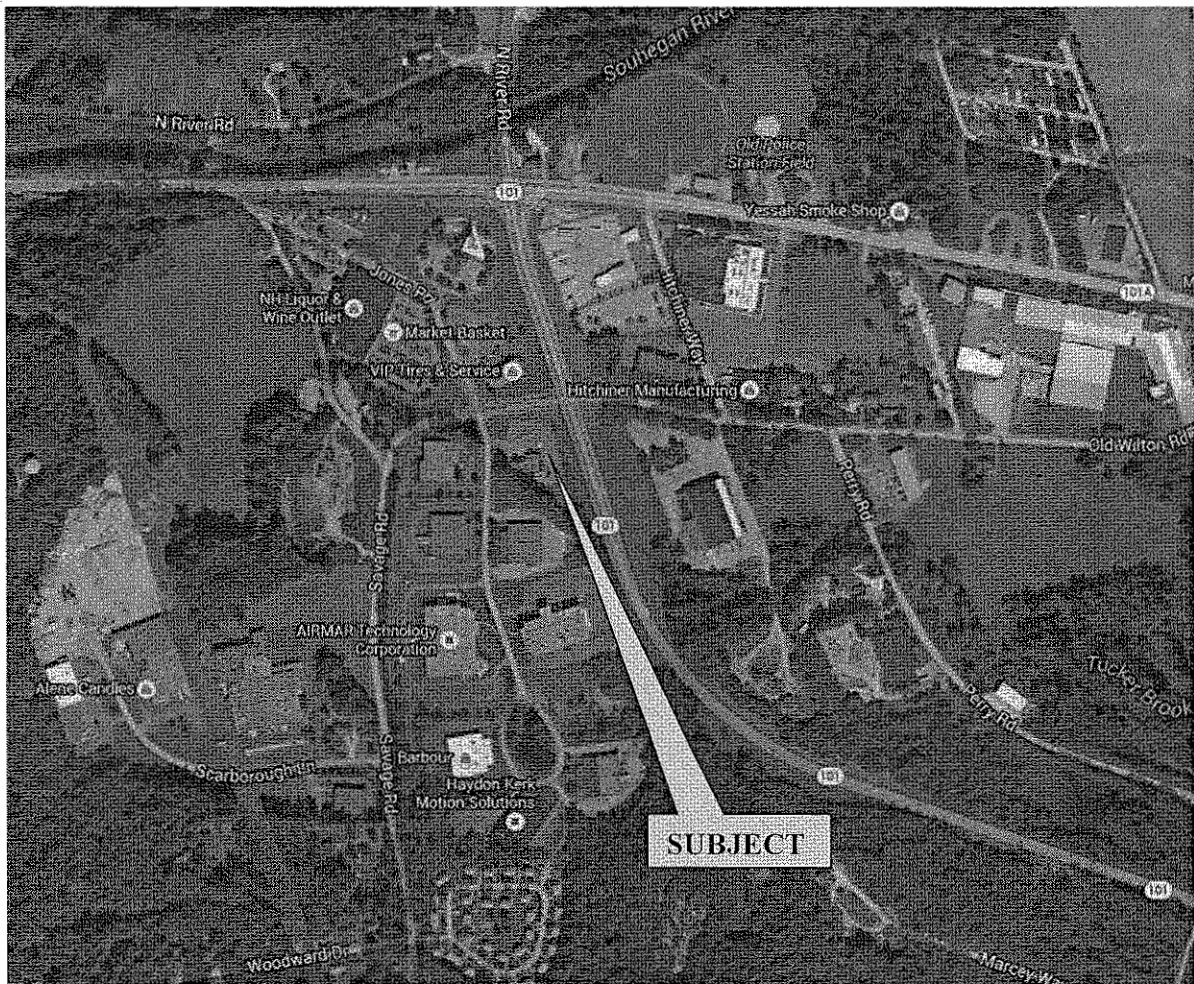
the count is 20,650. The Route 101A (Elm Street) 2014 traffic count just east of the Route 101 intersection is 6,868 AADT

In summary, Milford is a well-established community with good access to the smaller surrounding communities and average access to the regional highway system. Milford has a more diverse employment base than many nearby towns. The subject neighborhood also enjoys good accessibility. The neighborhood has a substantial concentration of commercial and industrial uses for a community of its size. The neighborhood has been experiencing a trend of some growth in the industrial sector in the past few years.

Area Map



Neighborhood Map



ZONING

The property is located in Milford's I Industrial District, the West Elm Street Gateway District and the Floodplain Management District. Permitted principal uses in the Industrial District include: harvesting of natural resources, manufacturing, offices, research and development, distribution and mailing facilities, processing and warehousing, telecommunications facilities, farm roadside stands, processing of natural resources, newspaper and job printing, agriculture and farming and utility, public or private. Uses permitted by special exception include: building and structure higher than otherwise allowed, accessory dwelling units for existing single-family dwellings, reduced setbacks and hotels. Small wind energy systems are allowed with a conditional use permit.

The subject property is serviced by municipal sewer and water. As such, no minimum lot size or frontage requirements apply, but a minimum of 30% of the total lot area shall be provided for open space. The front setback is 30 feet, side and rear setbacks are 15 feet,

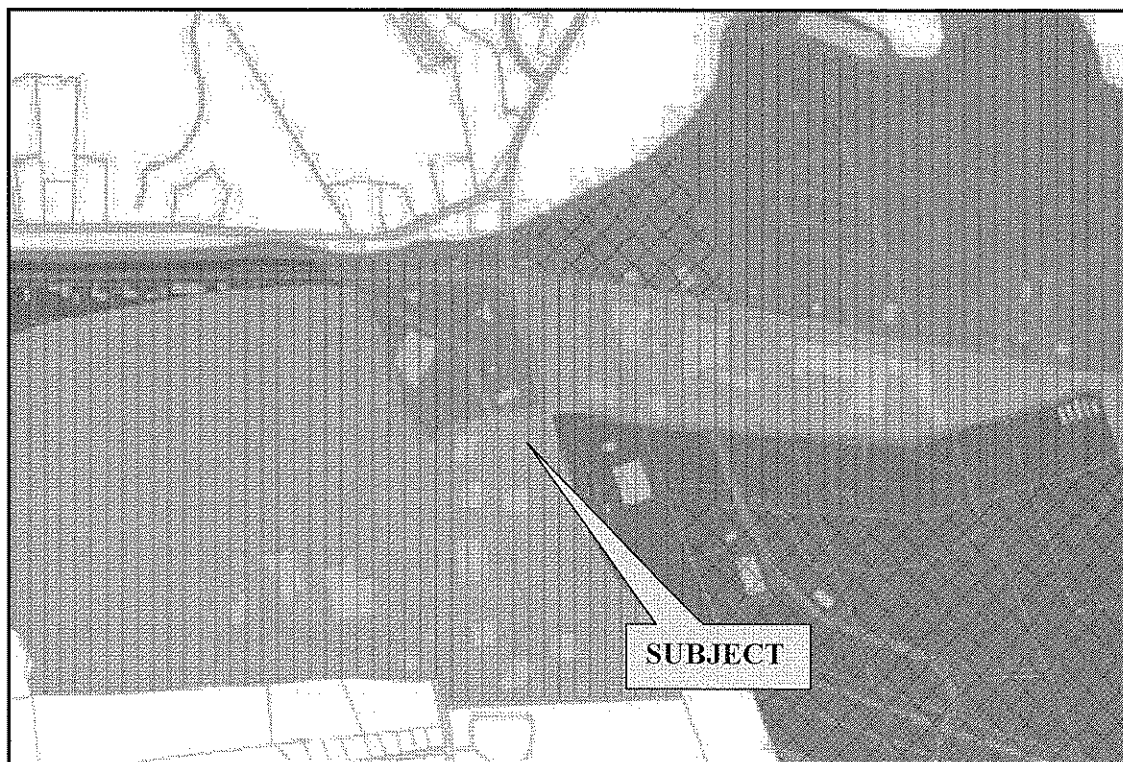
increased to 30 feet on the side bordering the street for corner lots. The maximum height is 40 feet except school and municipal buildings may be up to 45 feet. Greater building height requires a special exception.

The West Elm Street Gateway District is an overlay district that imposes additional requirements and restrictions to those of the underlying base district. The restrictions are related to architecture, scale of development, viewshed, underground utilities and a host of other particulars.

The Floodplain Management District applies to that portion of the subject site that lies within an "area of special flood hazard", and is also an overlay district that imposes additional requirements and restrictions. The majority of the site, an estimated 85-90%, lies within flood hazard Zone AE. This results in additional permitting, design and construction requirements for any new construction or substantial improvements.

The subject lot is not subject to minimum lot size, and frontage requirements in this district. The parcel is improved with a government office building and a telecommunications facility, both of which are conforming uses. Any new uses the parcel may be put to would have to comply with the above stated permitted uses or obtain a special exception or variance from the Zoning Board of Adjustment.

Zoning Map



Industrial West Elm St Overlay District

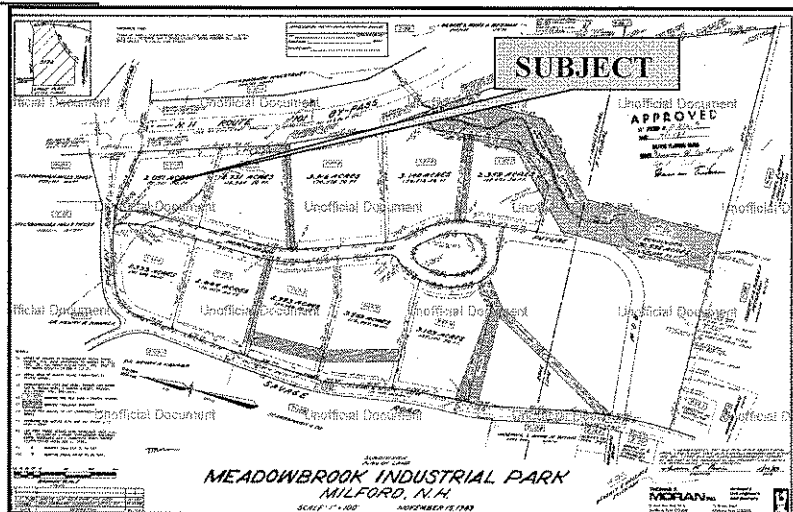
PROPERTY DESCRIPTION - SUBJECT

Site Description - The appraised property consists of a roughly square 89,320± square foot or 2.05 acre lot with 318 feet of frontage on Route 101, 236.63 feet of frontage on Phelan Road and 346.6 feet of frontage on Meadowbrook Drive. The parcel's only access is from Meadowbrook Drive, as both Route 101 and Phelan Road are Limited Access Rights-of-Way where they abut the subject site. Meadowbrook Drive is a town maintained cul-de-sac that was built in the mid 1980's to provide access for 11 lots developed as an industrial park. The subdivision is completely built out, with the exception of one lot. The subject lot has the best visibility and easiest access of all the lots within the subdivision, making it more suitable for commercial use than for the permitted industrial uses. It also is across Phelan Road from a significant concentration of high volume commercial development.

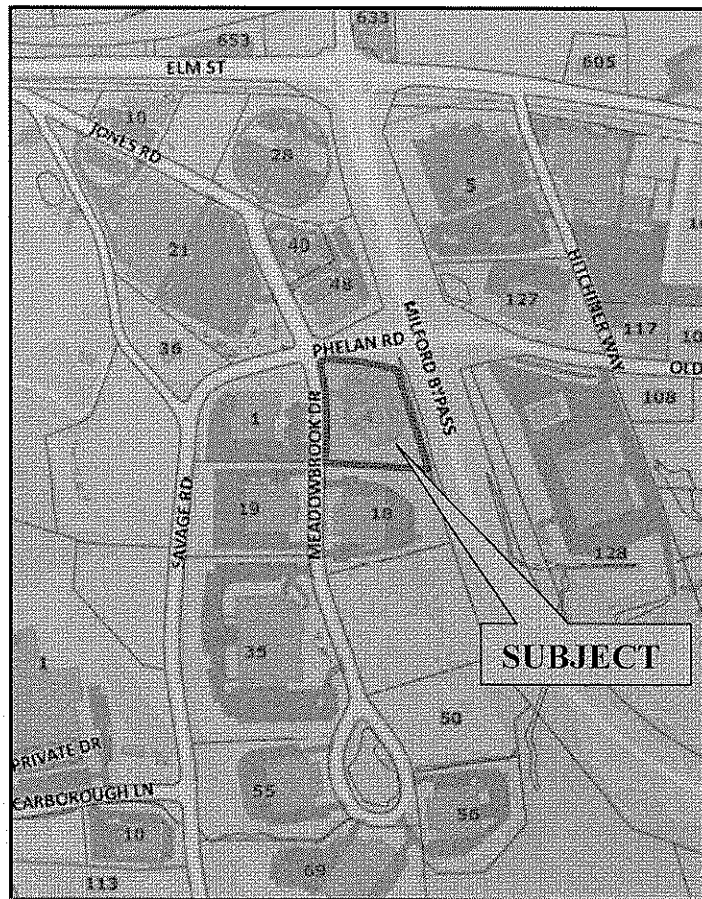
The site is mostly level and open. It is developed with a building, parking areas with lighting poles, lawns, trees and shrubs around the building, an island of grass in the parking lot improved with three flag poles and associated lighting, a telecommunications tower and mechanical components. It is wooded and above the grade of both the road and the remainder of the rest of the lot in the southwest corner, also the only portion of the site outside of a flood hazard area. Based on the subject's conformance to current zoning regulations, it would be developable for any of the permitted uses that would be feasible for a 2.05 acre site, but it would be best suited for the commercial use permitted by right – offices, or the commercial use permitted by special exception – hotel. Any use of the site would be required to comply with the requirements of the Floodplain Management District, which would almost certainly increase development costs.

Utilities available on the site include electricity, telephone, cable TV, municipal water and sewer. Soils are primarily Pipestone loamy sand 0% to 3% slopes. It is noteworthy that among the properties and qualities described for this soil type, the frequency of flooding is described as none. As evidenced by the existing building, the soils can support development. According to the National Wetlands Inventory, the site has no wetlands.

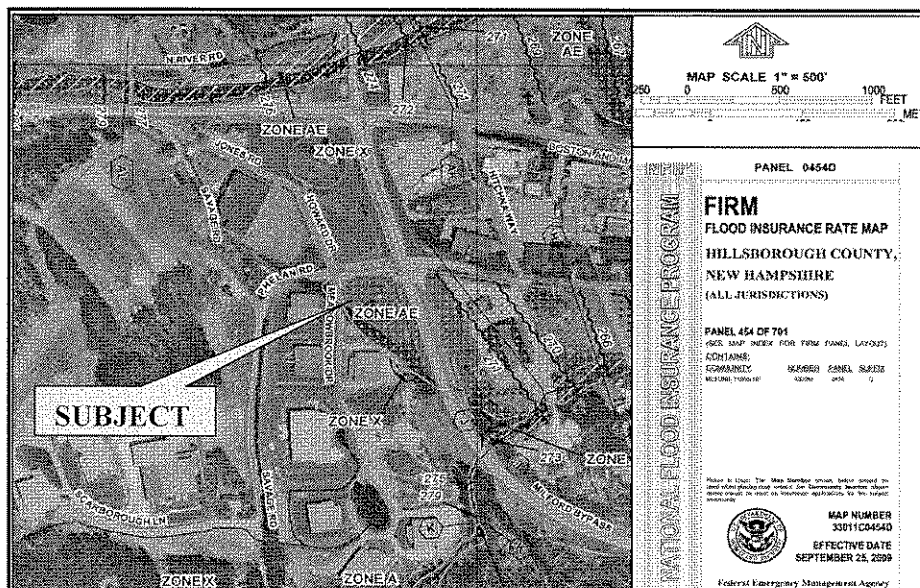
Subdivision Plan 16436



Tax Map



Flood Map



File # 15-88, Milford DMV
 4 Meadowbrook Drive, Milford NH
 Owned by State of New Hampshire

Soils Map



Hillsborough County, New Hampshire, Eastern Part (NH601)			
Map Unit Symbol	Map Unit Name	Acres in A-01	Percent of A-01
HsA	Hinckley loamy sand, 0 to 3 percent slopes	0.0	0.1%
HsB	Hinckley loamy sand, 3 to 8 percent slopes	4.3	31.5%
HsD	Hinckley loamy sand, 15 to 35 percent slopes	2.2	16.2%
Om	Oocum fine sandy loam, high bottom	0.6	4.4%
PIA	Pipe stone loamy sand, 0 to 3 percent slopes	5.7	41.5%
Rp	Rippowam fine sandy loam	0.9	6.4%
Totals for Area of Interest		13.8	100.0%

Improvements Description – The subject site is improved with a 5,253 square foot, cape style, wood-frame office building with an attached 576 square foot two car garage built in 1989. The existing improvements were constructed for their present use as a Division of Motor Vehicles office, as well as a barracks for the State Police, which have since been moved elsewhere. The majority portion of the building constructed for the State Police is minimally occupied by the State's Fire Standards and Training and Emergency Medical Services office and as a State Police satellite office. Apparently, the building has been underutilized for some time. There is a telecommunications tower also located on the site. The current utilization of this tower is not known.

The following basic description of the subject building is for information purposes only, and is not intended to be exhaustive in nature.

Property type:	Government office
Building Area:	3,344 sf 1st flr, 1,909 sf 2nd flr, 5,253 sf total finished area 576 sf attached garage
Year built:	1989
Construction:	Wood frame
Foundation:	Concrete slab
Condition:	Fair, reportedly there has been minimal maintenance for the last 5 years
Exterior Finish:	Aluminum siding
Roof:	Asphalt shingle – near end of economic life, some minor leaks
Windows:	Wood thermo-pane, mostly double hung
Floor covering:	Commercial carpet and linoleum, worn
Partitioning:	Painted drywall
Ceiling finish:	Dropped 2x4 acoustic tiles on 1 st flr, drywall on 2 nd flr
Lighting:	Recessed fluorescent and fluorescent strips, building mounted exterior lights
Plumbing:	Kitchen, men's and women's restrooms on first floor, bath with full shower on second floor
HVAC:	Oil fired FHA-original, central AC, exterior pad mounted
Sprinklers:	None
Alarm Systems:	Smoke, security, video surveillance
Extras:	Wall mounted server rack on 1 st flr, radio equipment room on 2 nd flr

Highest and Best Use

Highest and best use is that physically possible, legally permissible, financially feasible, and maximally productive use that would result in the greatest net return. It must not be highly speculative nor predicated upon conditions anticipated in the too distant future.

As If Vacant - The subject parcel is a conforming 2.05 acre lot of record within the Industrial District. Permitted uses in this district are harvesting of natural resources, manufacturing, offices, research and development, distribution and mailing facilities, processing and

warehousing, telecommunications facilities, farm roadside stands, processing of natural resources, newspaper and job printing, agriculture and farming, and utility, public or private. Hotels are permitted by special exception.

The size of the site limits its use and supports the commercial end of the potential use spectrum. The lot is level, has municipal utilities and would require minimal site work but could suffer from a physical constraint in that it is located in a flood hazard area. The location is an area that has extensive manufacturing in the immediate vicinity as well as high volume commercial uses such as a supermarket and liquor store, along with other lower intensity commercial uses, from bank and medical office to auto service and parts. The subject lot has excellent visibility and access, fronting on Route 101 with a traffic count of over 16, 000 AADT. It is at the corner of a signalized intersection, resulting in excellent exposure, making it more suitable for commercial use than for the permitted industrial uses.

Legally permissible and physically possible uses include office and, with a special exception, hotel use as well as some smaller industrial uses. All of these uses are likely to be financially feasible. The office or hotel use would be the maximally productive uses for the site. Office or hotel use are concluded to be the Highest and Best Use of the site, as vacant.

As Improved - The subject is currently improved with a 26 year old, one and three quarter story, 5,253 square foot government office building. The building has been underutilized and minimally maintained for the last five years. A telephone interview with Jim Minery, Plant Maintenance Engineer for the Department of Safety, indicated that the building is close to the end of its economic life for the following reasons; the construction of the building on a slab with mostly load bearing walls allows insufficient options for data wiring and results in an inflexible and inefficient floorplan. The roof, heating system and interior finishes reportedly are in need of replacement. The building requires a significant investment in the near future and, if undertaken, the investment would not result in a highly functional building.

A review of small office and service/retail building sales from western Bedford, Amherst, Milford and Wilton from May 2013 to present resulted in a sale price range from \$15.70 to \$101.51 per square foot of building area. The prices varied based on functional utility/condition and location, with the easternmost properties at the top of the range and the westernmost properties forming the bottom of the range. The sales most similar to the subject formed a tighter range of \$36 to \$61 per square foot. Given the locational characteristics, zoning limitations, effective age and functional issues of the existing improvements, the demand for and value of the site are considered to exceed the demand for and value of the property as improved.

Based on the above factors the highest and best use of the subject as improved is concluded to be for demolition of the existing building and redevelopment to a use permitted by right or by special exception.

VALUATION

The three traditional approaches to value are the Income Approach, Sales Comparison Approach, and Cost Approach. Based on the Highest and Best Use conclusion, this analysis considers the market value of the subject's 2.05 acre site. The Sales Comparison Approach is the most applicable method of valuation. The Cost Approach and Income Approach are not developed in this appraisal.

SALES COMPARISON APPROACH

In the sales comparison approach, recent sales of similar properties are used in a comparative analysis to establish the most probable value of the property being appraised. Sales of sites suitable for the development of an office building or other permitted use were researched for use in this analysis. A sufficient number of available commercial land transactions were found to develop this approach, although all of the comparable sales have significant differences from the subject site. Because of those differences, a larger number of similar sales were analyzed than is typical, in order to result in a more reliable value conclusion. Sales were included in the analysis from the communities of Milford, Londonderry and Bedford. Each sale is detailed on the subsequent pages.

Summary of Comparable Land Sale 1

Location / Address: Corner Route 101 and Nashua Road, Bedford, NH

Grantor > Grantee: Carlos & Maria Andrade > Diane L. Riley Revocable Trust

Sale Price / Date: \$300,000 / August 3, 2012

Registry Ref.: HCRD Book 8456, Page 2708

Site Area: 1.00 acre

Unit Value: \$300,000 per acre

Frontage: 669.79' total

Available utilities: Electricity, telephone, cable, municipal water, septic

Zoning / Map Ref.: Commercial / Map 20, Lot 21-2

Conf. Source / By: Grantor & Grantee, Public Records / S. Gromoshak, J. Fremeau & A. Jones

H & B Use at Sale: Commercial lot

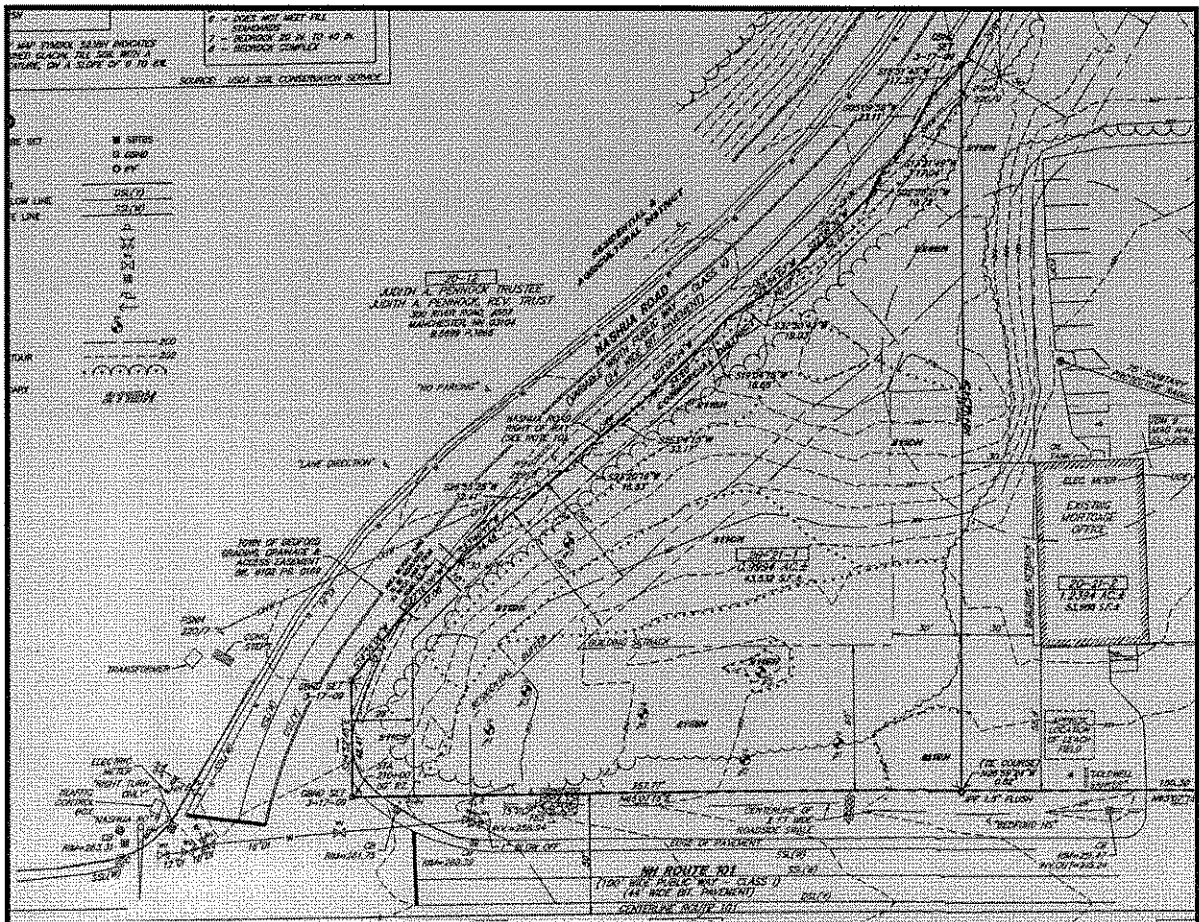
Comments: This property is located at the signalized intersection of Route 101 and Nashua Road and is closely proximate to various commercial and retail uses. The Grantor purchased the lot (then lot 20-21-1) in 2010 (with no approvals) and proposed to develop the site with a 1,918± sf Dunkin' Donuts which was to have a drive-thru, 13-car stacking, and 25 on-site parking spaces. The proposed development showed direct access off Nashua Road and shared access off Route 101 over the abutting Coldwell Banker site (lot 20-21-2), with cross easements for both properties to take advantage of the traffic light. However, after Mr. Andrade spent approximately \$35,000 in engineering fees without actually obtaining the necessary cross easements, the proposed use was not Town approved. The property's only abutter, the owner of the Coldwell Banker site, bought the Grantor out for approximately the amount he had into the property. The price has been confirmed to be \$300,000 by both the buyer and seller, despite the tax stamps, which indicate a sale price of \$200,000.

Once the Grantee purchased the site, she obtained approvals for a branch bank then marketed the property for lease. Ultimately, the Grantee merged and consolidated the two lots in order to successfully support the existing 3,572 ± sf office building (Coldwell Banker) plus a 5,100 ± sf medical office building (now Convenient MD.) Also supported are 48 parking spaces servicing both buildings. Various variances and waivers were obtained. They include but are not necessarily limited to:

A variance to permit the building to be located 50' from the property line where 60' is required, a variance to permit a 30' wide buffer strip where 50' wide is required, a waiver to allow pavement within the 30' required setback adjacent to property lines to allow for an interconnection driveway along Nashua Road, a waiver to allow 215 feet of sight distance when 400' is required.

The setback from each street is 60' which significantly limits the building envelope to approximately ¼ acre within a triangular-shaped area. The traffic volume along the portion of Route 101 that is west of Meetinghouse Road is estimated to be 24,000 VPD as of 2014.

The Grantee negotiated a 10 year triple net lease with Convenient MD that included the land and construction of a "shell" building and all site improvements at the landlord's expense with the tenant providing its own specialized interior fit-up. That portion of the annual rent applicable to just the land was **estimated by the Grantee** in the general range of \$80,000, and it considers the premium associated with obtaining site and building approvals as well as site egress via a traffic signal.



Summary of Comparable Land Sale 2:

Location / Address: Lot 37 Route 101, Bedford, NH

Grantor > Grantee: David & Virginia Smart > Suren & Dr. Sudha Komma (Proposed)

Listing Price: \$275,000

Contract Price: \$220,000

Registry Ref.: TBD

Site Area: 1.00 acre

Unit Value: \$220,000 per acre

Frontage: 213.00' on Route 101

Available utilities: Electricity, telephone, cable, well, septic

Zoning / Map Ref.: Commercial / Map 20, Lot 37

Conf. Source / By: Seller, Public Records, MLS / K. Madden, S. Gromoshak

H & B Use at Sale: Commercial lot

Comments: This property is a pending sale at the time of the writing of this report. Per the MLS and other public real estate inventory sites, the asking price for this parcel is \$275,000. Per an interview with the seller, the agreed upon contract price is \$220,000. The transaction is due to close in the winter of 2015 and, per site plans made available to the appraiser, its intended use is as a veterinary clinic along with future retail and a future pet supply store. 28 parking spaces are proposed. The lot is square-shaped and is slightly sloping toward the rear of the lot. It offers direct access on to Route 101 and is located west of the Wallace Road/Route 101 intersection. This lot was purchased in 2006 by the Seller for \$220,000. The approximate traffic count from 2014 on the portion of Route 101 that 24,000 VPD.



Site sketch:

Summary of Comparable Land Sale 3:

Location/Address: 421 South River Road, Route 3, Bedford, NH

Grantor > Grantee: State of New Hampshire > Iron Horse Land, LLC (c/o Hampshire Green Apartments)

Sale Price / Date: \$325,000 / August 28, 2013

Registry Ref: HCRD Book 8605 Page 1402

Site Area: 1.742 Acres

Unit Value: \$186,567 per Acre

Frontage: 149.33' Route 3 with no access, 512.53' on Iron Horse Drive

Available Utilities: Electricity, telephone and cable, municipal water and sewer

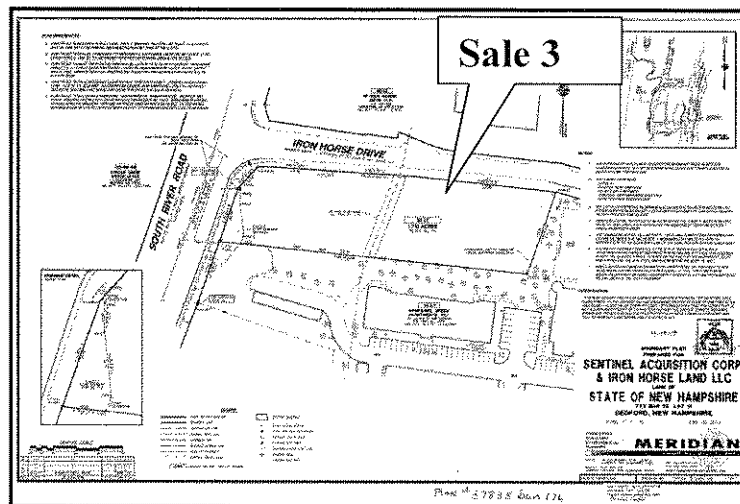
Zoning / Map Ref: Performance Zone / Map 35 Lot 17

Conf. Source / By: Broker, Public record and Grantee / A. Jones & K. Madden

H & B Use at Sale: Commercial Development

Comments: Slope easements along Route 3 prohibit access and development immediately proximate to Route 3. The site was marketed for \$325,000 and sold at asking price to its only abutter, the owner of Hampshire Green Apartments, with no immediate plans for development. Two other parties expressed interest in the site for development of office uses. A full price offer was also received from one of these parties but included a contingency to obtain approvals, resulting in it not being accepted. A sewer easement crosses the lot near the center, posing a minor obstacle to development. 2014 AADT was 13,000.

Site Sketch:



Summary of Comparable Land Sale 4:

Location/Address: Route 102, Meadow and Button Drives, Londonderry, NH

Grantor > Grantee: Team Business Development > SHI 2 Londonderry, LLC

Sale Price / Date: \$600,000 / July 1, 2015

Registry Ref: RCRD Book 5632 Page 1221

Site Area: 5.648 Acres

Unit Value: \$106,195 per Acre

Frontage: Route 102, Meadow Drive and Button Drive

Available Utilities: Municipal water & sewer, electricity, telephone and cable

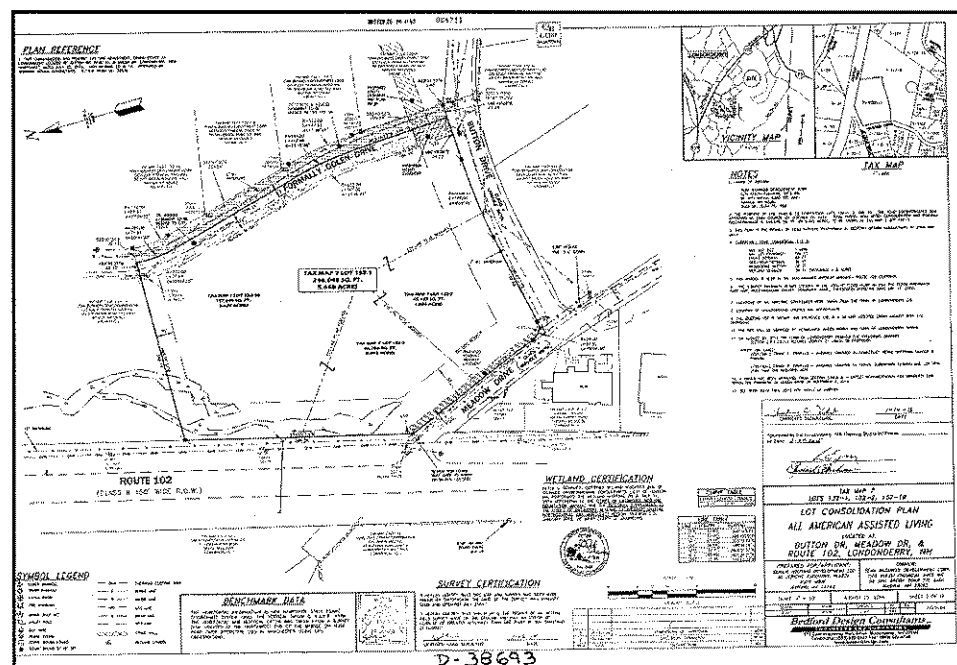
Zoning / Map Ref: Commercial-1 District with Performance Overlay / Map 7 Lot 132-1

Conf. Source / By: Broker, Public records, MLS #2818037/ L. Davies

H & B Use at Sale: Commercial/office development or senior/assisted living

Comments: This site is located 1.5 miles from Exit 4 on I-93. It is the result of the consolidation of 3 lots. There are a string of wetlands along the Route 102 frontage. The site is being developed with a 58 unit assisted living facility subsequent to obtaining a variance for more than double the allowed density.

Site Sketch:



Summary of Comparable Land Sale 5

Location / Address: 331 South River Road, Bedford, NH

Grantor > Grantee: Theresa A. Bourque > 331 South River Road, LLC (Patricia M. Panciocco, Manager)

Sale Price / Date: \$380,000 / September 18, 2014

Adjusted Sale Price: \$392,000 (\$380,000 actual price + est. demolition cost of \$12,000)

Registry Ref.: HCRD Book 8692, Page 1428

Site Area: 2.99 acres

Unit Value: \$131,104 per acre (\$392,000/2.99 acres)

Frontage: 220.00' on South River Road

Available utilities: Electricity, telephone, cable, municipal water, septic

Zoning / Map Ref.: Performance Zone / Map 24, Lot 20

Conf. Source / By: Broker, Public Records / A. Jones

H & B Use at Sale: Commercial lot

Comments: This property was improved with a single family dwelling which was razed by the Grantee subsequent to its purchase. The land slopes down from South River Road, levels off, then drops down more sharply toward the rear. The grantee obtained Planning Board approval to construct a 3-level office building with approximately 9,655 sf and 38 parking spaces. The property had been on the market for many years. It was originally marketed from 2006-2011 at \$600,000 then for \$539,000 from 2012-2013, and then for \$485,000. In 2014 it was listed for \$400,000 for 12 months before selling. The 2014 AADT was 13,000.



Site sketch:

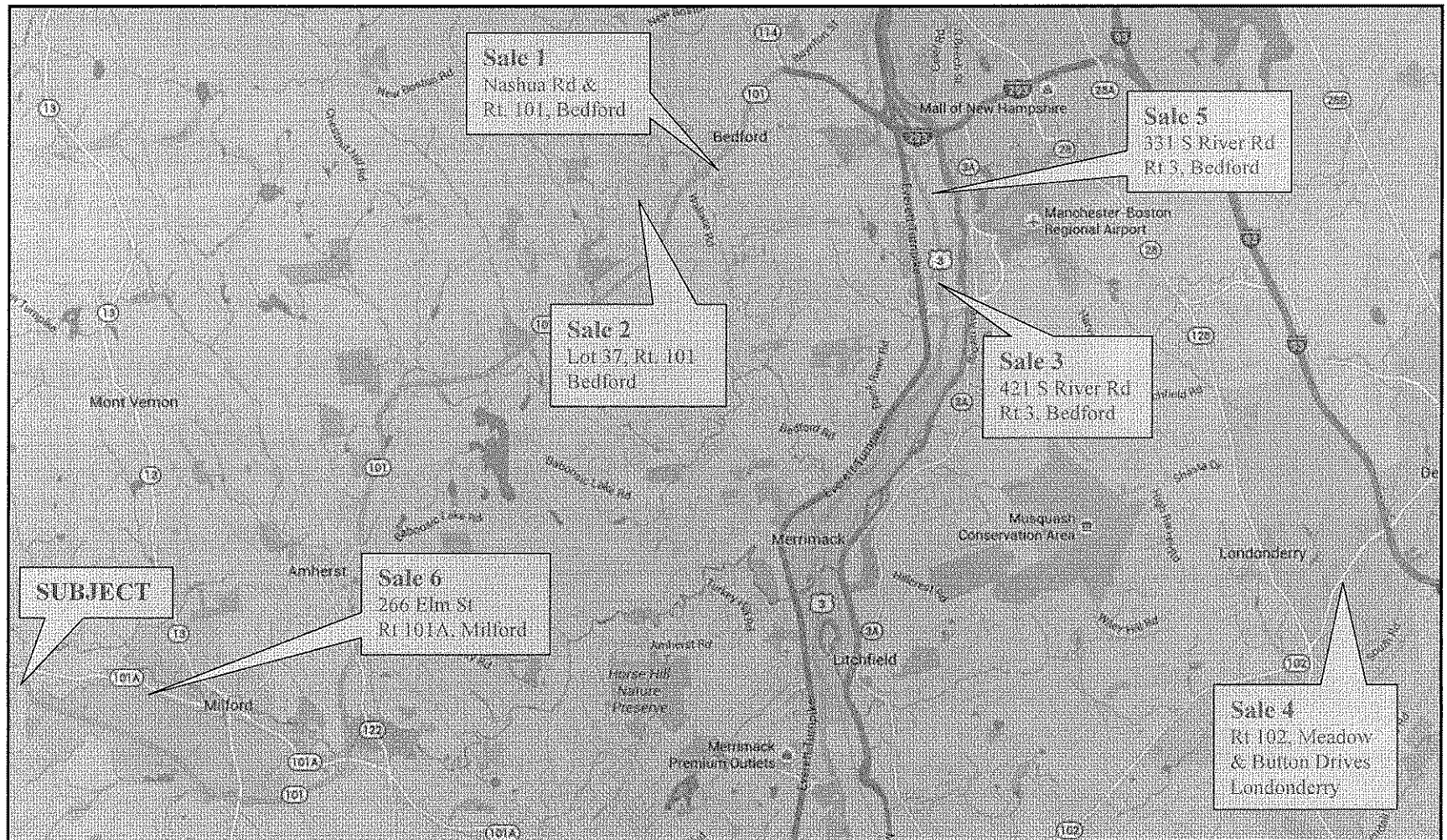
Summary of Comparable Land Sale 6

Location / Address: 266 Elm Street, Milford, NH
Grantor > Grantee: Elm Street Realty Holdings > JEG Properties, LLC
Sale Price / Date: \$150,000 / May 2, 2014
Registry Ref.: HCRD Book 8657, Page 1984
Site Area: 1.96 acres
Unit Value: \$76,531 per acre
Frontage: 200' on Elm Street
Available utilities: Electricity, telephone, cable, municipal water and septic
Zoning / Map Ref.: Commercial / Map 18, Lot 13
Conf. Source / By: Grantee, Public Records / L. Davies
H & B Use at Sale: Commercial lot

Comments: This property was improved with a historic single family dwelling which was sold and relocated subsequent to its purchase. The proceeds from the sale of the building were minimal and essentially off-set the costs of sale and required architectural inventory. The lot is level and at grade. The grantee built an auto-repair facility for his own use. The property had been on the market for 155 days. The 2014 AADT was 12,000.



Sales Location Map



File # 15-88, Milford DMV
4 Meadowbrook Drive, Milford NH
Owned by State of New Hampshire

Commercial Land Sales Analysis

Commercial/office sites are often marketed and sold on a per acre basis. As a result, the subject site and the comparable sales are analyzed on a price per acre basis.

All of the comparable sales involved the transfer of the fee simple interest and were cash transactions or used conventional financing so no adjustments for property rights or financing were required.

Buyer/Seller Motivation

Sales 1 and 3 were purchased by the owners of abutting property. Both transactions were examined for atypical buyer/seller motivation. Sale 1 involved a seller who could not get approval for the intended use and was as motivated as the abutter who made the purchase, resulting in no adjustment. Sale 3 was publicly marketed and received two full price offers, indicating that the abutter did not pay a premium.

Expenditures Immediately Following Sale

Comparable Land Sale 6 was improved with an older residence that was sold and relocated subsequent to its purchase. The proceeds from the sale of the building were minimal and essentially off-set the costs of sale and required architectural inventory, requiring no adjustment. Land Sale 5 also was sold with a residence that was demolished to allow for future office development. Sale 5 is adjusted by the estimated demolition cost of \$12,000.

Each of the sales are compared to the subject site and adjusted for the following factors: date of sale, location, visibility/traffic count, zoning, utilities, site characteristics and site size. The analysis includes percent adjustments, reflecting the market reaction to those items of significant variation between the abutting site and comparable properties. If a significant item at the comparable property is superior to, or more favorable than, the abutting site, a negative (-) adjustment is made thus, reducing the indicated value for the abutting site; if a significant item in the comparable property is inferior to, or less favorable than the abutting site, a positive (+) adjustment is made therefore, increasing the indicated value for the abutting site.

Date of Sale

The sales presented occurred between March 2012 and July 2015. There has not been sufficient commercial land sales activity locally, particularly for land suitable for office uses rather than retail, to support an appreciation adjustment. Therefore, the sales have not been adjusted for changes in market conditions.

Location

Location is an important factor affecting property values. This adjustment focuses on the differences in overall property values between the communities. There is insufficient data on commercial land sales for a meaningful analysis. Analysis of single-family home sales provides an indication of the general level of property values within a community and there is abundant data for a more reliable analysis. A comparison of MLS average and median home sale prices for each community from 12/3/2014 to 12/3/2015 was analyzed. The median home price in Milford over this period was \$235,000 and the average price was \$242,783.

When compared with the same data for Bedford, a 40% downward adjustment is indicated based on median price and -45% based on average price. A -40% adjustment was used in this analysis for the sales located in Bedford. The same analysis indicated a -25% adjustment to the sale located in Londonderry, using both median and average prices.

Visibility/Traffic Count

The subject property is a corner site with good visibility and frontage on three streets. It is at the signalized intersection at the end of a Limited Access section of Route 101 with a traffic count of 16,025 vpd and in an area with significant commercial and industrial development in the immediate vicinity. All of the comparable sales also front on State Routes and were selected for their similar locational characteristics, ie. their suitability as a service/office location. In order to adjust for differences in visibility and traffic count between the subject and the comparable sales the features of corner locations, the presence of a traffic signal and traffic counts were compared. Sales 2, 3, 5 and 6 are all considered to have inferior visibility to the subject property, either due to lower traffic counts, lack of a traffic signal or lack of a corner location. Sales 2, 3, 5 and 6 each are adjusted up for these differences by 15%, 15%, 30% and 30%, respectively. Sale 1 is superior to the subject due to having a higher traffic count, but otherwise being similar and is adjusted down by 10%. Sale 4 is judged to be roughly similar in visibility, as it also includes frontage on three streets and lacks a signal but has higher traffic counts, and has not been adjusted.

Zoning

The subject property is located in the Industrial District, where only a couple of the commercially oriented permitted uses are suitable for the subject site's size and locational characteristics. Each of the comparable sales is located in a district where similar uses are permitted but a variety of additional uses are also allowed. Each of the sales has been adjusted down by 5% for its more desirable and flexible zoning.

Utilities

The subject site and Sale 3 benefit from access to municipal water and sewer, while Sales 1, 4, 5 and 6 have access to municipal water but require on-site septic systems. The cost associated with the installation of these systems as well as the site limitations they impose require an adjustment to these Sales. An upward adjustment of 5% has been applied to Sales 1, 4, 5 and 6 based on the typical costs for these systems versus the cost of tying into municipal sewer. Sale 2 requires the installation of both a private well and septic system and had been adjusted up by 10%, based on the same reasoning.

Site Characteristics

The subject site is mostly level and at or below grade, offering good developability, but the majority of the site is in a designated flood hazard area, posing some impediments to development. Sales 2 and 6 appear to have no such impediments and are adjusted down by 10% for their superior site characteristics. Sale 1 is above grade and Sale 4 is mostly level and at grade but has some wetlands along the Route 102 frontage. These are considered to be roughly equivalent to the subject site's flood hazard constraints so no adjustments are warranted. Sales 3 and 5 are both sloping and below grade. These constraints are considered

to be slightly more limiting than the subject site's, resulting in a +5% adjustment to both sales.

Site Size

The subject site is 2.05 acres. Lot size tends to have an inverse relationship with price per acre. Sales 3 and 6 are similar to the subject in site size and are not adjusted. Sales 1 and 2 are both one acre and warrant a small adjustment for site size of -5%. Sales 4 and 5 are larger, to varying degrees, and have been adjusted up by 10% and 5% respectively.

The sales comparison grid on the next page illustrates the comparable sales and outlines the application of the adjustments

Comparable Commercial Land Sale Grid													
Item	Subject Property	Commercial Land Sale 1		Commercial Land Sale 2		Commercial Land Sale 3		Commercial Land Sale 4		Commercial Land Sale 5		Commercial Land Sale 6	
Location	4 Meadowbrook Drive Route 101 & Phelan Road Milford	Nashua Road & Route 101 Bedford		Lot 37 Route 101 Bedford		421 South River Road Route 3 Bedford		Route 102, Meadow and Button Drives Londonderry		331 South River Rd Route 3 Bedford		266 Elm Street Route 101A Milford	
Effective Sales Price	Estimate		\$300,000		\$220,000		\$325,000		\$600,000		380,000		\$150,000
Price Per Acre			\$300,000		\$220,000		\$186,782		\$106,195		\$127,090		\$76,531
Data Source		Public Records/Grantor/Grantee		Public Records/Grantor/MLS		Public records/Broker/Grantor		Public Records/Broker		Public Records/Broker		Public Records/Grantee	
Financing		None		Unknown		None		None		Conventional		None	
Motivation		Abutter purchase		Arm's-length		Abutter purchase		Arm's-length		Arm's-length		Arm's-length	
Expenditures Immediately After Sale										Demolition + \$ 12,000			
		Description	Adjustment	Description	Adjustment	Description	Adjustment	Description	Adjustment	Description	Adjustment	Description	Adjustment
Date of Sale & Market Conditions Adj.		8/3/2012		3/30/2012		8/28/2013		7/1/2015		9/18/2014		5/2/2014	
Adjusted Price			\$300,000		\$220,000		\$325,000		\$600,000		\$392,000		\$150,000
Total Site Area (Acres)	2.05	1.00		1.00		1.74		5.65		2.99		1.96	
Adjusted Price Per Acre			\$300,000		\$220,000		\$186,782		\$106,195		\$131,104		\$76,531
Location	Good	Superior	-40%	Superior	-40%	Superior	-40%	Superior	-25%	Superior	-40%	Similar	
Visibility/Traffic Count	Signalized/16,025	Signalized/24,000	-10%	Interior/24,000	+15%	Corner/13,000	+15%	Corner/22,000		Interior/13,000	+30%	Interior/12,000	+30%
Zoning	Industrial	Commercial	-5%	Commercial	-5%	Performance	-5%	C-1 Commercial	-5%	Performance	-5%	Commercial	-5%
Utilities	Mun. Water & Sewer	Mun. Water & Septic	+5%	Well & Septic required	+10%	Mun. Water & Sewer		Mun. Water & Septic	+5%	Mun. Water & Septic	+5%	Mun. Water & Septic	+5%
Physical Characteristics	flood zone	above grade		level, at grade	-10%	Sloping, below gr	+5%	some wet at front		Slopes, below gr.	+5%	level, at grade	-10%
Site Size	2.05	Smaller	-5%	Smaller	-5%	Similar		Larger	+10%	Sl. Larger	+5%	Similar	
Net Adjustments			-55%		-35%		-25%		-15%		+0%		+20%
Indicated Price per Acre			\$135,000		\$143,000		\$140,085		\$90,265		\$131,104		\$91,837
<div> <div>Low</div> <div>\$90,265</div> </div> <div> <div>Mean</div> <div>\$121,882</div> </div> <div> <div>High</div> <div>\$143,000</div> </div>													

Reconciliation

In this analysis, the indicated values range from \$90,265 to \$143,000 per acre with a mean of \$121,882. All of the sales used in the analysis are considered to be useful indicators of value for the subject property, but none of them include municipal sewer, are zoned similarly or have the subject's unique combination of locational features. For this reason a wider than typical sample of comparable sales have been analyzed.

Based on the preceding research and analysis, it is concluded that the subject site, due to its location at a signalized intersection with good exposure to strong traffic counts and extensive surrounding commercial/industrial development, warrants a value opinion via the sales comparison approach nearer the high end of the indicated range, or \$135,000 per acre: The market value of the subject property as of November 4, 2015 is calculated as follows:

$$\begin{aligned} &\$135,000 \text{ per Acre} \times 2.05 \text{ Acres} = \$276,750 \\ &\text{Rounded.....}\$275,000 \end{aligned}$$

Annual Market Ground Rent

In order to develop an opinion of the annual market ground rent, I have researched the lease rates and terms of ground leases for comparable commercial and industrial sites. Although a broad range of rents (\$0.30 to \$3.50 per square foot) can be gleaned from the available comparable ground lease information, the data does not reflect the unique attributes and limitations of the subject site.

Ground leases typically reflect the underlying value of a site times a market capitalization rate. ($V(\text{value}) \times R(\text{cap rate}) = I(\text{income})$) I have researched market capitalization rates for ground or land leases from a variety of sources in order to apply a market capitalization rate to the subject's value, as estimated above.

The published source referenced for this analysis is the 4th Quarter 2015 RealtyRates.com Investor Survey. The following table summarizes the most recent data collected for prevailing land lease capitalization and discount rates. The capitalization rates for the property types that could apply to the subject site have been highlighted in yellow. The range of cap rates for industrial, office and lodging sites is 2.62% to 15.43% and the average rates range from 6.39% and 7.09%. Many of the properties represented in this type of national survey tend to be more investment grade properties, which would exhibit lower capitalization rates than the subject site. The subject site would warrant a cap rate slightly above the average rates reported below.

RealtyRates.com INVESTOR SURVEY - 4th Quarter 2015*						
LAND LEASES						
Property Type	Capitalization Rates			Discount Rates		
	Min.	Max.	Avg.	Min.	Max.	Avg.
Apartments	2.27%	10.44%	6.28%	4.87%	10.94%	7.28%
Golf	2.75%	15.67%	8.69%	5.35%	16.17%	9.69%
Health Care/Senior Housing	2.75%	11.81%	6.83%	5.35%	12.31%	7.83%
Industrial	2.62%	10.44%	6.33%	5.22%	10.94%	7.39%
Lodging	2.75%	15.43%	7.09%	5.35%	15.93%	8.09%
Mobile Home/RV Park	2.56%	12.39%	7.38%	5.16%	12.89%	8.38%
Office	2.62%	10.44%	6.83%	5.22%	10.94%	7.93%
Restaurant	3.87%	15.69%	8.11%	6.47%	16.19%	9.11%
Retail	2.32%	11.81%	6.52%	4.92%	12.31%	7.52%
Self-Storage	2.62%	10.44%	7.49%	5.22%	10.94%	8.49%
Special Purpose	3.32%	16.17%	9.32%	6.21%	18.23%	9.15%
All Properties	2.27%	16.17%	7.27%	4.87%	16.19%	8.16%
*3rd Quarter 2015 Data			Copyright 2015 RealtyRates.com™			

I also researched for recent sales of sites that are under ground leases where the rent and terms are known. This is a very limited pool of data since the data regarding lease rates is not public information. I was able to find a recent sale where the lease information was known for the property located at 519 Lafayette Road, Seabrook, NH. This site sold for \$975,000 while in year 15 of a ground lease to Auto Zone. The rent at this point in the lease is \$52,800 per year, resulting in an extracted cap rate of 5.42%. It should be noted that this area is currently undergoing rapid retail development and that the tenant is a national chain with strong credit. The subject site would warrant a higher cap rate than indicated by this transaction.

An industrial site in Merrimack, NH is offered for lease for an annual asking rent of \$12,000 and also offered for sale for \$150,000, suggesting an 8% cap rate. This is more similar to the subject in terms of zoning and location, offering a better indicator. In addition, a developer was interviewed who was offering a commercial site in Rochester, NH for ground lease. This developer indicated that he had leased adjacent land to Pizza Hut and Dunkin Donuts in the past 8-9 years and calculated the rent based on the value of the land times a cap rate of between 8% and 10%.


I have concluded, based on the above research and analysis, that an 8% capitalization rate would be appropriate for the subject site. The market rent is calculated below:

$$\$275,000 \times .08 = \$22,000 \text{ Market Annual Rent}$$

Appraisal Certification

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 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.
- I have not performed any valuation services at the subject property in the last three years.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 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.
- My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the *Uniform Appraisal Standards for Federal Land Acquisitions*, the *Uniform Standards of Professional Appraisal Practice*, *New Hampshire Department of Transportation Right-of-way Manual*.
- I have made a personal on-site inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to me.



Laura J. Davies, NHCG #529
Appraisal Supervisor

December 15, 2015

Date

Legal Description

Unofficial Document Unofficial Document Unofficial Document Unofficial Document

644922 Jun 10 7 42 AM '86

Unofficial Document Unofficial Document Unofficial Document Unofficial Document

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS That James A. Forest, Q. Peter Nash and Steven E. Krook, all of 89 Amherst Street, Nashua, County of Hillsborough, State of New Hampshire, for consideration paid, grant a one-half (½) interest to The State of New Hampshire, a body politic, with a principal place of business in Concord, County of Merrimack, State of New Hampshire, with WARRANTY COVENANTS:

A certain tract or parcel of land located at the intersection of Phelan Road and N.H. Route 101 By-Pass, in Milford, County of Hillsborough, State of New Hampshire, and being more particularly bounded and described as follows:

Beginning at a point on the southerly side of said Phelan Road at the intersection of the N.H. Route 101 By-Pass and said point also being the most northeasterly corner of the within described premises; thence

1. South 17° 28' 47" East a distance of 318.00 feet, more or less, to a point along land the N.H. Route 101 By-Pass; thence
2. South 89° 54' 28" West a distance of 327.35 feet, more or less, to a point on the easterly side of Meadowbrook Drive; thence
3. North 81° 32' 40" East a distance of 173.26 feet, more or less, along said Meadowbrook Drive to a point; thence
4. Around a curve to the right with a radius of 325.00 feet a distance of 81.18 feet, more or less, along said Meadowbrook Drive to a point; thence
5. North 12° 46' 40" West a distance of 55.07 feet, more or less, along said Meadowbrook Drive to a point; thence
6. Around a curve to the right with a radius of 30.00 feet, more or less, a distance of 37.09 feet, more or less, to a point on Phelan Road; thence
7. South 31° 18' 50" East a distance of 236.63 feet, more or less, to the place of beginning.

Being Lot 7-57-11 on a plan of land entitled "Meadowbrook Industrial Park, Milford, New Hampshire" By Thomas F. Moran, Inc., Land Surveyors, Dated: November 15, 1983, Scale: 1" = 100' and said plan being recorded in the Hillsborough County Registry of Deeds as Plan #16436.

Meaning and intending to convey and hereby conveying part of the premises conveyed to the within grantor by deed recorded in the Hillsborough County Registry of Deeds at Book 3143, Page 427.

This conveyance is not subject to homestead rights.

Subject to any easements, restrictions or rights-of-way of record, if any.

IN WITNESS WHEREOF, We have hereto set our hands and seals this 20th day of June, 1986.

<p>Witness <u>[Signature]</u></p> <p>Witness <u>to all</u></p> <p>Witness _____</p>	<p><u>[Signature]</u> James A. Forest</p> <p><u>[Signature]</u> Q. Peter Nash</p> <p><u>[Signature]</u> Steven E. Krook</p>
---	---

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 20th day of June, 1986, before me, the undersigned officer, personally appeared the above-named James A. Forest, Q. Peter Nash and Steven E. Krook, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

Before me: [Signature]
Justice of the Peace/Notary Public

PRINER
MAZEROLLE, FRASCA
& LEONARD
PROP. ASS'N
ATTORNEYS AT LAW
2 AUBURN STREET
P. O. BOX 1168
NASHUA, N. H. 03061

ESP-DEED14-F/N/K to State-Deed

Unofficial Document Unofficial Document Unofficial Document Unofficial Document

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS That James A. Forest, Q. Peter Nash and Steven E. Krook, all of 89 Amherst Street, Nashua, County of Hillsborough, State of New Hampshire, for consideration paid, grant a one-half (½) interest to The State of New Hampshire, a body politic, with a principal place of business in Concord, County of Merrimack, State of New Hampshire, with WARRANTY COVENANTS:

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3. North 01° 32' 40" East a distance of 173.26 feet, more or less, along said Meadowbrook Drive to a point; thence
4. Around a curve to the right with a radius of 325.00 feet a distance of 81.18 feet, more or less, along said Meadowbrook Drive to a point; thence
5. North 12° 46' 40" West a distance of 55.07 feet, more or less, along said Meadowbrook Drive to a point; thence
6. Around a curve to the right with a radius of 30.00 feet, more or less, a distance of 37.09 feet, more or less, to a point on Phelan Road; thence
7. South 81° 18' 50" East a distance of 236.63 feet, more or less, to the place of beginning.

Being Lot 7-57-11 on a plan of land entitled "Meadowbrook Industrial Park, Milford, New Hampshire" By Thomas F. Moran, Inc., Land Surveyors, Dated: November 15, 1983, Scale: 1" = 100', and said plan being recorded in the Hillsborough County Registry of Deeds as Plan #16436.

Meaning and intending to convey and hereby conveying part of the premises conveyed to the within grantor by deed recorded in the Hillsborough County Registry of Deeds at Book 3143, Page 427.

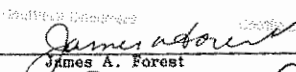
This conveyance is made to complete a Charitable Contribution to the Grantee by the Grantors and is intended to convey all of the remaining interest of the Grantors in the above-described real estate.

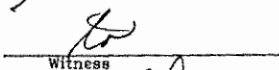
This conveyance is not subject to homestead rights.

Subject to any easements, restrictions or rights-of-way of record, if any.

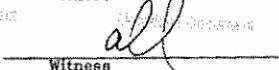
IN WITNESS WHEREOF, We have hereto set our hands and seals this 28th day of June, 1986.


Witness


James A. Forest


Witness


Q. Peter Nash


Witness


Steven E. Krook

PRIMER,
MAZEROLLE, FRASCA
& LEONARD
PROF. ASS'N
ATTORNEYS AT LAW
2 AUBURN STREET
P.O. BOX 1186
NASHUA, N.H. 03061

[illegible]

James L. Couchman

பிழிசெய்: டொக்ஷன்

Introduction

Unofficial Document

[illegible]

Annex 1: Document

418 JOURNAL OF DOCUMENTATION

1162

[illegible]

Conclusion

Conclusions

Intellectual Consensus

1. *Phragmites australis* (Cav.) Trin. ex Steud.

Lindberg's Comments

$$\frac{1}{2} \lim_{\lambda \rightarrow 0} \sqrt{\frac{1}{\lambda}} \left| \frac{\partial}{\partial \lambda} \log \left(\frac{1}{\lambda} \right) \right| = \mathcal{O}^{\mathbb{R}}(1, \lambda) \leq \mathcal{O}^{\mathbb{R}}(\lambda) \leq \lambda^2$$
$$j = (1, 2, \dots, n) \text{ and } i = (1, 2, \dots, n)$$

-2-

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 20th day of June, 1986, before me, the undersigned officer, personally appeared the above-named James A. Forest, Q. Peter Nash and Steven E. Krook, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Before me:

Justice of the Peace/~~Notary Public~~

ESP-DEED14-F/N/K to State Deed

BK 3573 PG 0791

PRUNER,
MAZEROLLE, FRASCA
& LEONARD
PROF. ASS'N
ATTORNEYS AT LAW
2 AUBURN STREET
P. O. BOX 1186
NASHUA, N. H. 03061

Appraiser Qualifications

LAURA J. DAVIES
Certified General Appraiser No. NHCG-529

Background Summary

Over 30 years experience in commercial/industrial real estate and 28 years experience in the appraisal industry, valuing all property types and interests ranging from unimproved land, subdivisions, commercial, residential, industrial, conservation easements, eminent domain and special-purpose properties for a wide variety of clients including federal, state and municipal governments, universities, lending institutions, major corporations, law firms, developers, investors and non-profit organizations.

I have completed in depth market studies for residential and office projects and impact studies on telecommunication towers, quarries and environmental issues. My appraisals have been widely used for estate planning, charitable contributions, financing, litigation, corporate planning, eminent domain proceedings, etc.

Education

University of Massachusetts, Amherst, MA - B.S. School of Management/Finance
University of Copenhagen, Copenhagen, Denmark - International Business Program
The Appraisal Institute

Course 1A-1:	Real Estate Appraisal Principles
Course 1A-2:	Basic Valuation Procedures
Course 1B-A:	Capitalization Theory & Techniques, Part A
Course 1B-B:	Capitalization Theory & Techniques, Part B
Course SPP:	Standards of Professional Practice, Parts A & B
	Appraising Environmentally Contaminated Properties
	Condemnation Appraising: Basic Principles & Applications
	Valuation of Conservation Easements
	Appraisal Curriculum Overview
	Online Analyzing Operating Expenses
	Online Small Hotel/Motel Valuation
	Online Internet Search Strategies for Real Estate Appraisers
	Online Detrimental Conditions in Real Estate

National Association of Realtors

Course 101:	Real Estate Investment and Taxation
Course 102:	Real Estate Development
Course 103:	Federal Taxation and Real Estate Planning

Massachusetts Board of Real Estate Appraisers – Standards of Professional Practice

– Attacking & Defending an Appraisal in Litigation

International Right of Way Association – Course 431, Problems in the Valuation of Partial Acquisitions

JMB Real Estate Academy – Advanced Income Property Appraisal

The Beckman Company - The Technical Inspection of Real Estate

LeMay School of Real Estate – Federal Land Acquisition Appraising

Beyond Paired Sales

Estimating Property Damage

Appraisal University – Practical Application of the Cost Approach

Bureau of Education & Training, State of NH – Certified Public Supervisor Program 2013 - 2014

Certified Public Manager Program – 2014 - 2015

Qualified Expert Witness

New Hampshire Superior Court

New Hampshire Board of Land and Tax Appeals

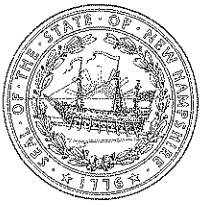
United States Bankruptcy Court, Boston, MA and Portland, ME

Professional Experience

2012 to Present	Appraiser Supervisor, New Hampshire Department of Transportation, Bureau of Right of Way, Concord, NH
2011 to 2012:	Commercial Appraiser, Shuka Associates Inc., Beverly, MA
2011 to 2012:	Due Diligence Consultant, Boston Capital, Boston, MA
2010 - 2011:	Real Estate Analyst, Bayview Loan Servicing, Coral Gables, FL
1988 - 2010:	Commercial Appraiser, Crafts Appraisal Associates, Ltd., Bedford, NH
1987 - 1988:	Appraiser, Cassell Appraisal Services, Hampton, NH
1985 - 1987:	Commercial Real Estate Salesperson Finlay Commercial Real Estate, Lowell & Newburyport, MA

Professional Affiliations

Certified General Real Estate Appraiser – New Hampshire
Licensed Real Estate Salesperson – Massachusetts 1985-1986
Vice-Chair – Exeter Zoning Board of Adjustment



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120

Concord, New Hampshire 03301

LRCP 16-009

VICKI V. QUIRAM
Commissioner
(603) 271-3201

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

March 16, 2016

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

INFORMATIONAL ITEM

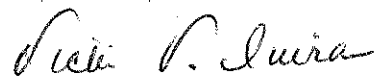
The Department of Administrative Services (the "Department") proposes to enter into a Memorandum of Agreement with the Department of Safety (DOS) for a term of ninety-nine (99) years, subject to approval by the Governor and Executive Council, for the use and occupation by the Department of approximately 2.051 acres of land and the buildings and other improvements situated thereon owned by the State of New Hampshire at 4 Meadowbrook Drive in Milford, New Hampshire (Tax Map 7, Lot 29) (the "Premises"), located at the intersection of the New Hampshire Route 101 Bypass and Phelan Road.

DOS has occupied and used the Premises as a Troop Station and Division of Motor Vehicles office since soon after the land was acquired by the State in 1986, but in recent years DOS has had a declining need and use for the Premises. The Department desires to use and occupy the Premises as the location for a new courthouse building to be constructed by the Department on site, and DOS has no foreseeable need or use for the Premises except to use and occupy office space comprising less than one quarter of the contemplated new building. Because the land parcel included within the Premises was acquired in part with highway funds, and in light of the fact that the proposed courthouse use is not sufficiently related to highway operations or safety to benefit directly from highway funding, a primary feature of the Memorandum of Agreement is the reimbursement of the highway fund with annual payments to be made by the Department to DOS.

Under the key terms of the proposed Memorandum of Agreement, which are set forth in the draft attached hereto, the Department shall be fully responsible for maintenance and repair of the Premises and for all utilities and services. The Department shall further be responsible for making annual highway fund reimbursement payments to DOS, the amount of which is based on the appraised annual market ground rent for the Premises as adjusted every five (5) years. The initial fixed annual highway fund reimbursement payments shall be in the amount of Eleven Thousand Dollars (\$11,000) each. Future adjustments to the fixed annual highway fund reimbursement payment amount shall be based on reappraisals of the annual market ground rent for the Premises. The Department of Transportation (DOT) is a

limited party to the Memorandum of Agreement for the sole purpose of providing such reappraisal services upon request. DOS shall be responsible under the Memorandum of Agreement for reimbursing the Department no less often than annually for the pro rata share of all utilities, services, maintenance, and repairs attributable to DOS and the portion of the Premises that it occupies.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Vicki V. Quiram". The signature is fluid and cursive, with the first name "Vicki" and last name "Quiram" clearly distinguishable.

Vicki V. Quiram
Commissioner

Attachments

LIST OF EXHIBITS

1. Proposed Memorandum of Agreement
2. Location Map
3. Tax Map Detail
4. Aerial View
5. Concept Drawing Plan of Proposed Courthouse Facility

**MEMORANDUM OF AGREEMENT
FOR
USE AND OCCUPANCY OF PREMISES**

This Memorandum of Agreement (this "Agreement") is made by and among the New Hampshire Department of Safety (the "Host Agency" or "DOS"), the New Hampshire Department of Administrative Services (the "Tenant Agency" or "DAS"), and the New Hampshire Department of Transportation ("DOT") (DOT is a limited party to this Agreement for periodic reappraisal purposes only).

WHEREAS, DOS has management responsibility for the land and buildings owned by the State of New Hampshire (the "State") at 4 Meadowbrook Drive in Milford, New Hampshire (Tax Map 7, Lot 29) (the "Premises"), bordered by New Hampshire Route 101 to the east, Phelan Road to the north, Meadowbrook Drive to the west, and the abutting parcel at 18 Meadowbrook Drive to the south;

WHEREAS, DOS has been the sole or primary occupant and user of the Premises since the land was acquired by the State of New Hampshire in 1986;

WHEREAS, the land included within the Premises was partially acquired with highway funds, and the building and other improvements included within the Premises were entirely constructed with highways funds; and

WHEREAS, DAS desires to use and occupy the Premises as the location for a new courthouse building to be constructed by DAS on site, and DOS has no foreseeable need or use for the Premises except to use and occupy office space comprising less than one quarter of the contemplated new courthouse building.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, the parties agree as follows:

1. Except as otherwise provided in this Agreement DOS hereby grants to DAS the right to exclusively use, occupy, improve, and maintain the Premises subject to the terms and conditions of this Agreement. The Premises are more particularly bounded and described on Schedule A attached hereto. DOS shall retain the right to use and occupy office space within the Premises for State Police, Division of Motor Vehicles, or other highway-related purposes, such space to be more particularly described and/or depicted on Schedule B to be attached hereto upon completion of the contemplated new courthouse building.
2. TERM: This Agreement shall remain in effect for a period of ninety-nine (99) years commencing upon the Effective Date unless sooner terminated in accordance with the provisions herein.

- a. **EFFECTIVE DATE:** This Agreement and all obligations of the parties hereto shall commence effective upon authorization by the Governor and Executive Council. For reference purposes said Effective Date shall be added to this Agreement following such authorization in the following space provided:
_____, 2016.
- b. **TERMINATION DATE:** This Agreement shall terminate without further action of the parties hereto ninety-nine (99) years from the Effective Date hereof.
- c. **OPTION FOR EARLY TERMINATION:** Notwithstanding the foregoing, either party may terminate this Agreement in advance upon providing the other party twelve (12) months prior written notice.

- 3. **REIMBURSEMENT OF HIGHWAY FUND:** DAS shall reimburse DOS for its use of that portion of the Premises that was acquired or constructed with highway funds (the market value of said highway funded portion of the Premises shall hereinafter be referred to as the "Highway Funded Market Value" or "HFMV") in fixed annual payments, by analogy to a hypothetical ground lease of the Premises, each annual payment to be in an amount equal to the annual market ground rent calculated by multiplying the HFMV by an appropriate market capitalization rate. For the first five (5) years following the Effective Date of this agreement, the fixed annual highway fund reimbursement payment amount so calculated shall be Eleven Thousand Dollars (\$11,000.00) based on an HFMV of one hundred thirty-seven thousand five hundred dollars (\$137,500) and a market capitalization rate of eight percent (8%) (i.e. $\$137,500 \times 0.08 = \$11,000$). On the fifth (5th) anniversary of the Effective Date, and every five (5) years thereafter, the HFMV shall be reevaluated by a New Hampshire-licensed certified general appraiser to reflect the then-current market value of the Premises as vacant land; such appraiser shall also reevaluate the applicable market capitalization rate for a ground lease of the Premises; and the fixed annual highway fund reimbursement payment shall be recalculated and adjusted accordingly; provided, however, that under no circumstances shall any such annual payment recalculation and adjustment result in a fixed annual highway fund reimbursement payment increase of more than ten percent (10%) every five (5) years. Upon such adjustment, the new fixed annual highway fund reimbursement payment amount shall be recorded together with the calendar year in which the adjustment was made on an exhibit to be attached to this Agreement and incorporated by reference herein. DAS shall make single lump sum payments to DOS annually in arrears, each in the foregoing amount, the first payment to be due by the end of the State fiscal year during which the contemplated new courthouse building to be constructed on the Premises is complete and ready for occupancy, and subsequent annual payments to be due by the end of each successive State fiscal year. The first payment due hereunder shall be adjusted pro rata in proportion to the amount of the then-current State fiscal year which follows the date upon which the contemplated new courthouse building to be constructed on the Premises is complete and ready for occupancy. All payments made by DAS to DOS pursuant to this Section 3 are to be paid into the highway fund.

4. DETERMINATION OF HIGHWAY FUNDED MARKET VALUE: The parties acknowledge that only an undivided one-half (1/2) interest in the land included within the Premises was acquired with highway funds, and that the other undivided one-half interest in the land was donated to the State as a charitable contribution. The parties further acknowledge that the building and other improvements currently located on the Premises, while entirely constructed with highway funds, have exceeded their useful life and have been fully depreciated and no longer contribute to the market value of the Premises. Therefore, for all purposes under this Agreement the HFMV is calculated as one half (1/2) of the appraised market value of the Premises as vacant land. DOS shall be fully responsible for requesting and obtaining, and shall bear the total cost of, all periodic reappraisals of the Premises as are contemplated by this Agreement. The New Hampshire Department of Transportation (DOT) has agreed to perform such reappraisals upon request once every five (5) years in exchange for reimbursement by DOS of its reasonable costs and expenses incurred in the performance of such reappraisals. Notwithstanding the foregoing, DOS shall have the right but not the obligation to use DOT to perform any given reappraisal hereunder. DOS shall also have full discretion to select and hire a private independent certified general appraiser for such purpose, provided that such appraiser has been approved or prequalified by DOT.
5. COMPLIANCE WITH LAWS AND REGULATIONS: DOS and DAS shall at all times during the effectiveness of this Agreement observe and comply with all applicable federal, state, and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems, Americans with Disabilities Act, and solid and hazardous waste. Any violations shall be immediately reported to DAS. Each party to this Agreement shall, at its own expense, be solely responsible for any costs incurred as a result of its violation of, or its failure to observe or comply with, the aforementioned federal, state, and local laws, rules, regulations, and standards.
6. NOTIFICATION: No notice, consent, or other communication between the parties pursuant to this Agreement shall have any binding effect hereunder unless it is in writing. All written notices to be given pursuant to this Agreement shall be addressed as follows:
 - a. If to DAS: Deputy Commissioner Michael Connor, or his successor, New Hampshire Department of Administrative Services, 25 Capitol Street, Concord, New Hampshire 03301
 - b. If to DOS: Director of Motor Vehicles Elizabeth Bielecki, or her successor, New Hampshire Department of Safety, 23 Hazen Drive, Concord, New Hampshire 03301
7. CONDITION OF THE PREMISES, ACCEPTANCE: DAS is familiar with the condition of the Premises and accepts them "as-is" in their current condition without any representation or obligation on the part of DOS to make any alterations, repairs, or improvements, except as otherwise provided in this Agreement.

8. UTILITIES, JANITORIAL SERVICES, RUBBISH REMOVAL, SNOW REMOVAL and GROUNDS SERVICES:

- a. DAS shall furnish at its own expense electricity, heat, telecommunications, and data services to the Premises for its own use and shall be responsible for making direct payment to the providers of all such services.
- b. DAS shall furnish at its own expense janitorial services, rubbish removal, and recycling services for its own use of the Premises and shall be responsible for making direct payment to the providers of such services.
- c. DAS shall be solely responsible for providing snow shoveling and surface treatment of all pathways leading into the Premises, and shall be further responsible for all snow plowing, snow removal, and surface treatment of the parking lot and driveway serving the Premises.
- d. DAS shall furnish water and sewer services to the Premises.
- e. DAS shall provide grounds services, which shall include mowing and lawn services and maintenance of landscaping elements.
- f. DOS shall reimburse DAS on a regular basis for its pro rata share of the expense of providing the utilities and services set forth in this Section 8. The timing of such regular reimbursement payments may be established and adjusted by agreement between the parties, but such payments shall be due no less often than annually. Such pro rata share shall be in proportion to the relative portion of the total square footage of the building on the Premises that is occupied by DOS.

9. MAINTENANCE AND REPAIR: Except as otherwise provided in this Agreement, DAS agrees to maintain and keep the Premises in good repair and in accordance with all applicable regulations, ordinances, or codes at its sole expense, such maintenance to include, without limitation, building systems such as the roof, HVAC and boiler, plumbing, electrical systems, lighting, emergency exit signs, fire alarm, and fire suppression systems. DAS shall further be responsible for all repairs due to vandalism, wear, or negligence on the part of DAS, its officers, employees, tenants, contractors, or invitees and shall exercise due care in protecting the Premises against any damage or destruction. All maintenance and repairs shall be subject to any such rules or regulations as DAS may prescribe and to the general supervision and approval of DAS. DOS shall reimburse DAS on a regular basis for its pro rata share of the expense of providing maintenance and repairs as set forth in this Section 9. The timing of such regular reimbursement payments may be established and adjusted by agreement between the parties, but such payments shall be due no less often than annually. Except to the extent that any given maintenance or repair is limited or attributable solely to the DOS-occupied portion of the building, such pro rata share shall be in proportion to the relative portion of the total square footage of the building on the Premises that is occupied by DOS.

10. IMPROVEMENTS AND CONSTRUCTION:

- a. Except as otherwise provided in this Agreement, all improvements to or construction on the Premises shall be undertaken by DAS.
- b. Other than ordinary maintenance in accordance with the usual and customary standards of the craft involved, no construction on or improvements to the Premises shall be commenced without the prior written approval of DAS, which approval shall not be unreasonably withheld. Additionally, all construction on or improvements to the Premises shall comply with all building codes and ordinances of the State of New Hampshire.
- c. The parties anticipate that the construction of the contemplated new courthouse building and associated improvements will be partially highway funded. The amount of the total project cost to be highway funded shall be in proportion to the relative portion of the total square footage of the building on the Premises that is to be occupied by DOS for highway-related purposes. DOS shall aid and cooperate with DAS to the extent necessary to obtain such highway funding.
- d. Any improvements to or construction on the Premises shall be the property of DAS throughout the effectiveness of this Agreement but shall become the property of DOS upon the termination hereof.

11. **FIXTURES AND FURNITURE:** DOS shall be responsible for the provision of all furniture, fixtures, equipment, and signage as DOS may require on the Premises; all furniture, fixtures, equipment, and signage so provided shall remain the property of DOS upon the termination of this Agreement. Any such DOS furniture, fixtures, equipment, or signage to be kept or installed on the Premises outside of the DOS office space described in Schedule B shall be subject to prior approval by DAS.

12. **EVENTS OF DEFAULT; REMEDIES:**

- a. **EVENTS OF DEFAULT:** Any failure of either party to perform any of the covenants and conditions of this Agreement shall constitute an event of default.
- b. **REMEDIES:** Upon the occurrence of any event of default, the non-defaulting party may:
 - i. Give the other party a written notice specifying the event of default and requiring it to be remedied within thirty (30) days following the date of the notice or within such other reasonable time period as may be specified in the notice;

- ii. If the event of default is not timely remedied, terminate this Agreement effective thirty (30) days after giving the other party notice of termination; and
 - iii. If the event of default is a failure to make a payment required under this Agreement, then the non-defaulting party may withhold from the next payment(s) due under this Agreement to the defaulting party an amount equal to the payment default.
 - c. CUMULATIVE NATURE: The remedies described in Section 12.b. above are cumulative, and the selection of one such remedy shall not be a bar to the use of any other remedy, or all other remedies, so long as notice and an opportunity to cure are provided as specified in Section 12.b.i. above.
13. DOS RELATION TO DAS: It is understood and acknowledged by the parties that both of them are agencies of the State of New Hampshire, and, as such, they are not separate and independent entities from each other but have a common duty of cooperation in furtherance of the policies and best interests of the State of New Hampshire.
14. WAIVER: No failure to enforce any provision hereof after any event of default shall be deemed a waiver of any rights with regard to that event, or any subsequent event, and no express waiver of an event of default shall be deemed a waiver of any rights to enforce each and all of the provisions herein upon any further or other default.
15. ASSIGNMENT OR LEASE: The parties acknowledge that the primary purpose of this Agreement is to enable DAS to provide and maintain a new courthouse facility for the Judicial Branch to occupy and use in Milford. Therefore, DAS shall have the right to assign to, or share with, another agency or branch of New Hampshire state government the rights granted to DAS hereby to occupy and use that portion of the Premises that is not occupied by DOS; provided, however, that no public or private entity other than DAS or the Judicial Branch may occupy or use the Premises without the prior written consent of DOS, which consent shall not be unreasonably withheld.
16. AMENDMENT: This Agreement may be amended only by an instrument in writing signed by the parties hereto upon approval by the Governor and Executive Council. Under no circumstances shall a periodic adjustment of the fixed annual highway fund reimbursement payment pursuant to Section 3 of this Agreement be deemed to be an amendment to this Agreement or otherwise require further approval by the Governor and Executive Council in order to be effective.
17. SURRENDER OF PREMISES; EARLY TERMINATION: Upon the Termination Date, or any amendment or extension thereof, DAS shall peacefully quit and deliver up the Premises to DOS in good order and broom clean condition, reasonable wear, tear, and obsolescence excepted, and shall surrender all improvements, alterations, or additions made by DAS which cannot be removed without causing damage to the Premises. DAS shall further remove all of its furnishings and personal property, failing which such

property shall become property of DOS without compensation therefore. In the event that either party elects to terminate the Agreement early, all improvements to the Premises shall be allocated or distributed, and all funding sources shall be reimbursed, in accordance with then current law as in effect upon said early termination.

18. CONSTRUCTION OF AGREEMENT AND TERMS: This Agreement, which may be executed in a number of counterparts, each of which shall have been deemed an original, but all of which shall together constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire and shall bind upon and inure to the benefit of the parties and their respective successor agencies. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
19. ENTIRE AGREEMENT: This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
20. This Agreement shall become effective only upon approval by the Governor and Executive Council.

[signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the Effective Date set forth hereinabove.


HOST AGENCY:

NEW HAMPSHIRE DEPARTMENT OF SAFETY

By: 
John Barthelmes, Commissioner

TENANT AGENCY:

NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES

By: 
Vicki V. Quiram, Commissioner

DOT hereby agrees to perform the periodic reappraisal tasks contemplated by Section 3 of this Agreement pursuant to Section 4 of this Agreement but is not otherwise a party to this Agreement.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: _____
Victoria Sheehan, Commissioner

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the Effective Date set forth hereinabove.

HOST AGENCY:

NEW HAMPSHIRE DEPARTMENT OF SAFETY

By: _____
John Barthelmes, Commissioner

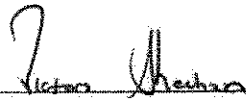
TENANT AGENCY:

NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
Vicki V. Quiram, Commissioner

DOT hereby agrees to perform the periodic reappraisal tasks contemplated by Section 3 of this Agreement pursuant to Section 4 of this Agreement but is not otherwise a party to this Agreement.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By:  _____
Victoria Sheehan, Commissioner

SCHEDULE A

Description of Premises
4 Meadowbrook Drive, Milford, New Hampshire
(Tax Map 7, Lot 29)

A certain parcel of land located at 4 Meadowbrook Drive, Milford, New Hampshire, together with all buildings and other improvements situated thereon, consisting of approximately 2.051 acres, more or less, shown as "Lot 7-57-11" on a certain plan entitled "Subdivision Plan of Land, Meadowbrook Industrial Park, Milford, N.H." dated November 15, 1983, revised through January 17, 1984, prepared by Thomas F. Moran, Inc., recorded in the Hillsborough County Registry of Deeds as Plan # 16436 (the "Plan"), said parcel being more particularly described as follows:

Beginning at a granite bound marked "NHHD" found on the southerly side of Phelan Road at its intersection with the N.H. Route 101 Bypass, being the northeast corner of the herein described parcel;

Thence South $17^{\circ}28'47''$ East a distance of approximately 318.00 feet, more or less, along the westerly side of said Bypass to an iron pin set, being the southeast corner of the herein described parcel;

Thence South $89^{\circ}54'28''$ West a distance of approximately 327.35 feet, more or less, to an iron pin set on the easterly side of Meadowbrook Drive, being the southwest corner of the herein described parcel;

Thence North $1^{\circ}32'40''$ East a distance of approximately 173.26 feet, more or less, along said Meadowbrook Drive to a stone bound set;

Thence along an arc curving to the left having a radius of approximately 325.00 feet a distance of approximately 81.18 feet, more or less, along said Meadowbrook Drive to a stone bound set;

Thence North $12^{\circ}46'40''$ West a distance of approximately 55.07 feet, more or less, along said Meadowbrook Drive to a stone bound set;

Thence along an arc curving to the right having a radius of approximately 30.00 feet a distance of approximately 37.09 feet, more or less, along said Meadowbrook Drive to a stone bound set at the intersection of Meadowbrook Drive and Phelan Road, being the northwest corner of the herein described parcel;

Thence South $81^{\circ}18'50''$ East a distance of approximately 236.63 feet, more or less, along the southerly side of said Phelan Road to the point of beginning.

MEANING AND INTENDING to describe the same premises conveyed to the State of New Hampshire by Warranty Deed of James A. Forest, Q. Peter Nash, and Steven E. Krook dated

June 20, 1986, recorded in the Hillsborough County Registry of Deeds at Book 3573, Page 789, and by Warranty Deed of James A. Forest, Q. Peter Nash, and Steven E. Krook dated June 20, 1986, recorded in the Hillsborough County Registry of Deeds at Book 3573, Page 790.

The first of two arc directions included in the property description provided herein has been changed from that included in the referenced source deeds in order to correct an apparent scrivener error.

SCHEDULE B

Description/Depiction of Department of Safety Office Space
(to be affixed upon completion of construction of the new facility)



**4 Meadowbrook Drive
Milford, NH**

**Location Map
Google Maps**



**4 Meadowbrook Drive
Milford, NH
(Tax Map 7, Lot 29)**

**Tax Map Detail
(subject parcel shown at center above)**



**4 Meadowbrook Drive
Milford, NH
(Tax Map 7, Lot 29)**

**Aerial View
(currently existing subject facility shown at center above)**

	Civil Engineers Structural Engineers Traffic Engineers Cost Estimators Insurance Adjusters Architects			48 Connecticut Drive Andover, MA 01810 Phone (508) 475-3288 Fax (508) 475-3247 www.tfm.com
	74141.15	MSK CP	74151.15 74141-CHCPT	CONCEPT A



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

Doreen Wittenberg
Director

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

April 28, 2016

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

REQUESTED ACTION

Pursuant to RSA 4:39-b, the NH Department of Corrections, Division of Field Services (the "Tenant"), requests approval of the attached ten-year renewal lease agreement with Robat Holdings, LLC, P.O. Box 397, Manchester, NH 03305 (the "Landlord") for approximately 5,500 square feet of space located at 60 Rogers Street (2nd floor suite), Manchester, NH 03103 for the period of June 1, 2016 to May 31, 2026, for an amount not to exceed \$857,796, subject to the schedule of annual rent and certain limited improvements as specified.

EXPLANATION

The NH Hampshire Department of Corrections wishes to enter into the enclosed ten-year renewal lease agreement. Approval of the proposed renewal lease will authorize continued use and occupancy of Manchester District Probation and Parole Office located in a 2nd floor suite at 60 Rogers Street, Manchester, NH 03103. The improvements provided under the terms of this agreement, at no additional cost to the Tenant, will ensure the space continues to provide a secure, safe and efficient space for both the Department's employees and clients, and will improve barrier-free accessibility. Improvements to be provided include but are not limited to: reconfiguration of the "wheelchair accessible" parking spaces at building entrance, re-carpeting of offices to eliminate hazardous rips and wrinkles, and repainting throughout. Supportive of improving barrier-free accessibility the Department will implement provision of assistive-listening devices at this location.

The square footage will remain the same at approximately 5,500 square feet. The renewal rate for year one is \$14.84 per square foot, \$81,600.00 annually. The rate for every other year of the term shall escalate 2% upon the anniversary date of "year two", "year four", "year six", "year eight" and "year ten". These rates include the Landlord's provision of heat, electricity, janitorial services, real estate taxes, insurance, snow plowing and removal and building and site maintenance. The ten-year renewal lease rate structure is as follows:

Rent Schedule for Tenant's Ten Year Term:

Year	Effective Dates	Cost per Sq. Ft.	Annual Cost	Approx. Sq. Ft. Cost	Approx. % Increase
1	June 1, 2016 - May 31, 2017	\$6,800.00	\$81,600.00	\$14.84	0%
2	June 1, 2017 - May 31, 2018	\$6,936.00	\$83,232.00	\$15.13	2%
3	June 1, 2018 - May 31, 2019	\$6,936.00	\$83,232.00	\$15.13	0%
4	June 1, 2019 - May 31, 2020	\$7,074.75	\$84,897.00	\$15.44	2%
5	June 1, 2020 - May 31, 2021	\$7,074.75	\$84,897.00	\$15.44	0%
6	June 1, 2021 - May 31, 2022	\$7,216.25	\$86,595.00	\$15.74	2%
7	June 1, 2022 - May 31, 2023	\$7,216.25	\$86,595.00	\$15.74	0%
8	June 1, 2023 - May 31, 2024	\$7,360.50	\$88,326.00	\$16.06	2%
9	June 1, 2024 - May 31, 2025	\$7,360.50	\$88,326.00	\$16.06	0%
10	June 1, 2025 - May 31, 2026	\$7,508.00	\$90,096.00	\$16.38	2%
Ten Year Total			\$857,796.00		

As required by Administrative Rule Adm. 610.06 "Public Notice," the NH Department of Corrections conducted a space search soliciting "letters of interest" for leased space through the publication of a "Request for Proposal" for the Manchester, NH area for the use as a Probation and Parole reporting office for either a five or ten year term. The space search produced only one proposal, the incumbent landlord, Robat Holdings, LLC who initially offered the State a ten-year term for the current 5,500 square foot location at 60 Rogers Street, Manchester, NH, with no escalation for "year one and two" at \$14.84 per square foot, \$81,600.00 annually and a 3.0% escalation for "year three through ten" for an approximate total cost of \$910,447.85. The State subsequently negotiated the proposed ten-year renewal down to \$857,798.00 with a 2% escalation every other year, providing a cost savings of \$52,649.85 over the term.

This location has served the Department and its clients well for the past fifteen years; therefore your favorable consideration of the enclosed agreement is requested.

This location has served the Department and its client well for the past fifteen years; therefore your favorable consideration of the enclosed ten-year agreement is requested.

Respectfully Submitted,



William L. Wrenn
Commissioner

Legal Notice

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Michael W. Manatrey, Maryellen Manatrey** to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for 1-800-East-West Mortgage Company, dated December 8, 2005 and recorded with the Rockingham County Registry of Deeds in Book 4594, Page 826 of which mortgage Ventures Trust 2013-1-H-R by MCM Capital Partners, LLC, its trustee is the present holder by assignment, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at **63 Emerson Road, Chester, NH** will be sold at a Public Auction at **11:00AM on February 17, 2016**, being the premises described in the mortgage to which reference is made for a more particular description thereof. Said public auction will occur on the Mortgaged Premises.

A copy of the Mortgage may be examined by any interested person and any inquiries regarding the foreclosure sale may be made of the undersigned at **Korde & Associates, P.C., 321 Billerica Road, Suite 210, Chelmsford, MA** during regular business hours.

For mortgagor's title, see deed recorded with the Rockingham County Registry of Deeds in Book 3675, Page 1434.

NOTICE TO THE MORTGAGOR AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

THE AGENT SERVICE OF PROCESS IS:

MCM CAPITAL PARTNERS, LLC (as Trustee for Ventures Trust 2013-1-H-R), 7500 Old Georgetown Road, Suite 1300, Bethesda, MD 20814 (MORTGAGEE)

SERVIS ONE INC., D/B/A BSI FINANCIAL SERVICES, c/o InCorp Services, Inc.

152 South Mast Street, Goffstown, NH 03045 (MORTGAGE SERVICER)

FOR INFORMATION ON GETTING HELP WITH HOUSING AND FORECLOSURE ISSUES, PLEASE CALL THE FORECLOSURE INFORMATION HOTLINE AT 800-437-5991. THE HOTLINE IS A SERVICE OF THE NEW HAMPSHIRE BANKING DEPARTMENT. THERE IS NO CHARGE FOR THIS CALL.

LIENS AND ENCUMBRANCES: The Mortgaged Premises shall be sold subject to any and all easements, unpaid taxes, liens, encumbrances and rights, title and interests of third persons of any and every nature whatsoever which are or may be entitled to precedence over the Mortgage.

NO WARRANTIES: The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" AND "WHERE IS" and with all

agencies claiming by, from, or under them.

Said premises will be sold "as is" in all respects, including, but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations or others claiming by, from or under them: **YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.**

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.

For Service of Process, Mortgagee's agent is Craig Deachman & Amann, PLLC and address is 1662 Elm Street, Manchester, New Hampshire 03101.

Terms of sale will be Five Thousand Dollars (\$5,000.00) cash or certified check satisfactory to the said holder, to be paid at the time of the sale, and the balance to be paid on delivery of foreclosure deed within THIRTY (30) days thereafter. The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent dates as the holder may deem necessary or desirable.

**UNITED STATES OF AMERICA
ACTING THROUGH THE RURAL
HOUSING SERVICE OR SUCCESSOR
AGENCY UNITED STATES
DEPARTMENT OF AGRICULTURE**

By Its Attorneys,
CRAIG, DEACHMAN & AMANN, PLLC
1662 Elm Street,
Manchester, NH 03101
(603) 665-9111

January 15, 2016
(UL - Jan. 20, 27; Feb. 3)

Legal Notice

PUBLIC NOTICE

Wanted to rent in Manchester, NH for either a 5 or 10 year term commencing June 1, 2016; approx. 5,000 - 5,500 SF of office space for the State of NH Dept. of Corrections, Division of Field Services, for use as a Probation and Parole reporting office. Space offered must conform to the agency's specifications which are posted on the State's WEB site at: <http://admin.state.nh.us/bpm/index2.asp>. Alternately to obtain specifications contact: Mary Belez, Bureau of Planning and Management, 25 Capitol Street, Rm 111, Concord, NH 03301, or phone: (603) 271-0090. Any and all Letters of Interest regarding this request must be received by 3:00 p.m. on Friday, February 19, 2016. The State of New Hampshire reserves the right to accept or reject any or all proposals.
(UL - Feb. 3)

HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

9. Right to Amend

The Mortgagee reserves the right to amend this notice.

By Its attorneys,
Upton & Hatfield, LLP
Dated: January 20, 2016.
Steven J. Venezia
P.O. Box 13,
8 School Street
Hillsborough, NH 03244-0013
(603) 464-5578
svenezia@upton-hatfield.com

(UL - Jan. 27; Feb. 3, 10)

Public Notices

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you know!*

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help citizens
to stay alert
to what is
happening

in the community

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Union Leader**

and

**New Hampshire
Sunday News**

make it easy for you.

**Call or email us at
603-668-4321 x260**

or

legals@unionleader.com

Legal Notice

NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by **JASON N. BEAULIEU** to Union Bank, its successors or assigns, as lender, dated March 8, 2012, recorded in the Coos County Registry of Deeds at Book 1345, Page 0679, assigned to NEW HAMPSHIRE HOUSING FINANCE AUTHORITY by assignment(s) recorded or to be recorded in said Registry, said assignee, in execution of said power, for mortgage conditions broken, will sell on the mort-

UNION LEADER CORPORATION

P O BOX 9513
MANCHESTER NH 03108-9513

(603)668-4321

FAX (603)314-0132

FED ID # 02-0212933

ADVERTISING INVOICE AND STATEMENT

1 BILLING PERIOD		2 ADVERTISER / CLIENT NAME	
02/01/2016 - 02/29/2016		NH DEPARTMENT OF CORRECTIONS	
23 TOTAL AMOUNT DUE	*UNAPPLIED AMOUNT	3 TERMS OF PAYMENT	
141.30	0.00	Net 30 Days	
21 CURRENT NET AMOUNT DUE	22 30 DAYS	24 60 DAYS	25 Over 90 DAYS
141.30	0.00	0.00	0.00
4 PAGE NUMBER	5 BILLING DATE	6 BILLED ACCOUNT NUMBER	7 ADVERTISER/CLIENT NUMBER
1	02/29/2016	153642	153642

8 BILLED ACCOUNT NAME AND ADDRESS
NH DEPARTMENT OF CORRECTIONS DIVISION OF FIELD SERVICES 105 PLEASANT ST PO BOX 1806 CONCORD NH 03302

10 DATE	11 NEWSPAPER REFERENCE	12 13 14 DESCRIPTION-OTHER COMMENTS/CHARGES	15 SAU SIZE BILLED UNITS	17 TIMES RUN RATE	19 ACTIVITY	20 TOTAL
02/03/2016	Ad: 1756930	PO: MICHAEL MCALISTER UL LEGALS CL WANTED TO RENT IN MANCHESTER [02/03/16]	1x2.556	1 LEGAL14	70.65	70.6
02/28/2016	Ad: 1777930	PO: MICHAEL MCALISTER UL LEGALS CL WANTED TO RENT IN NASHUA NH [02/28/16]	1x2.556	1 LEGAL14	70.65	141.3
Balance Due:						141.3

CO 10 PROC 04600 VENDOR 177155 R001

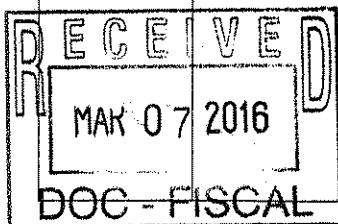
INV. DESCR 153642 DOC FS/DO

PO _____ Ln \$ _____ Ln \$ _____

AU 8302 Acct 0247 \$ _____

AU _____ Acct _____ \$ _____

POA *[Signature]* Date 4/4/16



ONLY ITEMS PUBLISHED THIS MONTH APPEAR ON THIS BILL

STATEMENT OF ACCOUNT

AGING OF PAST DUE AMOUNTS

21 CURRENT NET AMOUNT DUE	22 30 DAYS	24 60 DAYS
141.30	0.00	0.00

OVER 90 DAYS	*UNAPPLIED AMOUNT	23 TOTAL AMOUNT DUE
0.00	0.00	141.30

UNION LEADER CORPORATION

(603)668-4321

*UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24 INVOICE NUMBER	25 BILLING PERIOD	6 BILLED ACCOUNT NUMBER	7 ADVERTISER/CLIENT NUMBER	2 ADVERTISER/CLIENT NAME
022916	02/01/2016 - 02/29/2016	153642	153642	NH DEPARTMENT OF CORRECTIONS

110000001536421 022916 00000001536420600 00000014130

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PLANNING AND MANAGEMENT
STANDARD LEASE AGREEMENT**

1. Parties to the Lease:

This indenture of Lease is made this _____ day of _____, 2016, by the following parties:

1.1 The Lessor (who is hereinafter referred to as the "Landlord") is:

Name: Robot Holdings, LLC

(individual or corporate name)

State of Incorporation: N/A

(if applicable)

Business Address: P.O. Box 397

Street Address (principal place of business)

Manchester

NH

03305-0397

(603) 493-2281

City

State

Zip

Telephone number

1.2 The Lessee (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE,
acting by and through its Director or Commissioner of:

Department Name: New Hampshire Department of Corrections

Address: 105 Pleasant Street, PO Box 1806

Street Address (official location of Tenant's business office)

Concord

NH

03302-1806

(603) 271-5600

City

State

Zip

Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 60 Rogers Street (2nd floor suite)

(street address, building name, floor on which the space is located, and unit/suite # of space)

Manchester

NH

03103

City

State

Zip

The demise of the premises consists of: 5,500 square feet

(provide square footage of the leased space)

The Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. "Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrance to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of the lease document.

3. Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:

3.1 Effective Date: The effective dates of Agreement shall be:

Commencing on the 1st day of June, in the year 2016, and ending on the
31 day of May, in the year 2026, unless sooner terminated
in accordance with the Provisions hereof.

Landlord Initials: 20

Date: 4/5/16

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Ten (10) year(s) commencing on the 1st day of June, in the year 2016, unless sooner terminated in accordance with the Provisions hereof.

3.3 Delay in Occupancy and Rental Payment Commencement: In the event of the Effective Date of the Agreement being prior to that which is set forth for Occupancy Term in 3.2. herein, commencement of the Tenant's occupancy of the Premises and payment of rent shall be delayed until construction and/or renovation of the Premises is complete and a copy of the "Certificate of Occupancy" (if said certificate is required by the local code enforcement official having jurisdiction) for the Premises has been delivered to the Tenant; the parties hereto agree this shall be upon the date set forth in 3.2 Occupancy Term herein. Upon this date the Tenant shall commence payment of rent in conformance with the terms and conditions herein and as set forth in the Schedule of Payments included and attached hereto as "Exhibit A". Notwithstanding the foregoing, commencement of occupancy and rental payments shall be further conditioned upon all other terms and conditions set forth in the Agreement herein.

A) **"Completion" defined as "Substantial Completion":** Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by both Parties that "complete" shall mean "substantially completed". "Substantial Completion" is defined as no leasehold improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operation. Notwithstanding the foregoing, nothing shall relieve the Landlord from their responsibility to fully complete all agreed renovations set forth or attached hereto.

3.4 Extension of Term: The Tenant shall have the option to extend the Term for (number of options) N/A Additional term(s) of N/A year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

3.5 Conditions on the Commencement and Extension of Term:

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

4. Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (insert month, date and year) June 1st, 2016

The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

4.2 Taxes and other Assessments: The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

Landlord Initials: JL

Date: 4/5/16

5. Conditional Obligation of the State:

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. Utilities: *Select one of the following standard clauses specifying the party(s) responsible for the provision of utilities indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit D" herein.*

- ☐ The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities which the Landlord will provide with no reimbursement payment from the Tenant shall be listed in the space below:

Exceptions: _____

OR:

- ☒ The Landlord shall at their own and sole expense furnish all utilities, the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:

Exceptions: Tenant shall be solely responsible for provision of telecommunications and data services and for making direct payments related to such services directly to the provider.

6.1 General Provisions: The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

6.2 Sewer and Water Services: The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

Landlord Initials: JD

Date: 4/5/16

6.3 Electrical and Lighting: The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

Department of Corrections, Division of Field Services district "Probation and Parole"
reporting office.

and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. Maintenance and Repair by the Landlord:

8.1 General Provisions: The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

8.2 Maintenance and Repair of Broken Glass: The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

8.3 Recycling: The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

8.4 Window Cleaning: The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1st of every year.

8.5 Snow Plowing and Removal: The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1st of each year.

Landlord Initials: LD

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8.6 Parking Lot Maintenance: Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:

- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.

8.7 Site Maintenance: Landlord shall maintain and provide as follows:

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

8.8 Heating Ventilation and Air Conditioning (HVAC): The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with the standards set forth by the State of New Hampshire NH "Clean Indoor Air" act (RSA 10:B) and in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

- A) **Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.
- B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

Landlord Initials: JO

Date: 4/5/16

- C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc:

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.

8.10 Interior finishes and surfaces:

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

8.11 Janitorial Services: Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit B" hereto.

☒ Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit B hereto.

OR:

☐ Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit B hereto.

8.12 Failure to Maintain, Tenant's Remedy: If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) calendar days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

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9. Manner of Work, Compliance with Laws and Regulations: All new construction, renovations and/or alterations to existing buildings, hereinafter known as "work" shall conform to the following:

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent floor plans, specifications, and schedules; which together shall be called the "Tenant's Design-Build Documents". The Tenant's finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

9.1 Barrier-Free Accessibility: No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" (for new construction).

9.2 Work Clean Up: The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

9.3 State Energy Code: New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.

9.4 Alterations, etc.: The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

9.5 Ownership, Removal of Alterations, Additions or Improvements: All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

10. New construction, Additions, Renovations or Improvements to the Premises:

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant's Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord's responsibility to provide any and all necessary construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

Landlord Initials: TD

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10.1 Provision of Work, etc.: Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

- A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit A "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.

10.2 Schedule for Completion: All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

10.3 Landlord's Delay in Completion; Failure to Complete, Tenant's Options: If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

- A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

11. Quiet Enjoyment: Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week 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 Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.

12. Signs: Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

Landlord Initials: 

Date: 4/5/16

13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.

Deleted: standard provisions of Section 15. Insurance; see Exhibit D herein for text replacing the standard provisions.

15. **Insurance:** ~~During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.~~

15.1 Workers Compensation Insurance: ~~To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.~~

16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:

16.1 Acts or Omissions of Landlord: 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 Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.

16.2 Landlord's Failure to Perform Obligations: On account of or resulting from, the failure of the Landlord 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 Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.

16.3 Tenant's Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein

Landlord Initials: LD

Date: 7/5/16

contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

17. Fire, Damage and Eminent Domain: The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking 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, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

17.1 Landlord's Repair: In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

17.2 Tenant's Remedies: In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

17.3 Landlord's Right To Damages: The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

18. Event of Default; Termination by the Landlord and the Tenant:

18.1 Event of Default; Landlord's Termination: In the event that:

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

18.2 Landlord's Default: Tenant's Remedies: In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five 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 Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

18.3 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.

Landlord Initials: *LD*

Date: *4/5/16*

19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

20. **Hazardous Substances:**

20.1 **Disclosure:** The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.

20.2 **Maintenance/Activity Compliance:** In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statutes, regulations and/or accepted protocols regarding the handling of said materials.

20.3 **Action to Remove/Remediate:** The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.


20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.

20.5 **Asbestos:**

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

20.6 **Material Safety Data Sheets (MSDS)**

- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

Landlord Initials: 

Date: 4/5/16

21. Broker's Fees and Indemnification: The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

22. Notice: Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

23. Required Property Management and Contact Persons: During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

23.1 Property Management: Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: Tom DeBlois

Title: Member, Robat Holdings

Address: P.O. Box 397, Manchester, NH 03105

Phone: (603) 493-2281

Email Address: tom@tokena.com

23.2 Tenant's Contact Person: Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.

TENANT'S CONTACT PERSON:

Name: Mike McAlister

Title: Director, Division of Field Services

Address: 105 Pleasant Street, Concord NH 03301 Phone: (603) 271-5652

Email Address: mmcalister@nhdoc.state.nh.us

24. Landlord's Relation to the State of New Hampshire: In the performance of this Agreement the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

25. Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:

25.1 Compliance with Laws, etc: In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.

A) The Tenant reserves the right to offset from any amounts otherwise payable to the Landlord under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

25.2 Discrimination: During the term of this Agreement, the Landlord shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

25.3 Funding Source: If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these

Landlord Initials: SD

Date: 4/5/16

regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

26. Personnel:

The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord warrants that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

27. Bankruptcy and Insolvency: If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

28. Miscellaneous:

- 28.1 Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 28.2 No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 28.3 Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 28.4 Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 28.5 Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 28.6 Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 28.7 No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 28.8 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.
- 28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.
- 28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: 

Date: 4/15/16

IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

TENANT: The State of New Hampshire, acting through its' Department of _____

DEPARTMENT OF CORRECTIONS

Authorized by: (full name and title) William L. Wrenn, Commissioner

William L. Wrenn

LANDLORD: (full name of corporation, LLC or individual) Robat Holdings, LLC

Authorized by: (full name and title)

Thomas DeBlois
Signature

Print: Thomas DeBlois, Manager
Name & Title

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

OF: NEW HAMPSHIRE COUNTY OF: HILLSBOROUGH

UPON THIS DATE (insert full date) April 5, 2016, appeared before

me (print full name of notary) Charles F. Cleary the undersigned officer personally

appeared (insert Landlord's signature) Thomas DeBlois

who acknowledged him/herself to be (print officer's title, and the name of the corporation) Manager of
Robat Holdings, LLC and that as such

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein provided by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

CFC



APPROVALS:

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

Approved by the Department of Justice as to form, substance and execution:

Approval date: 4/22/16

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: LD

Date: 4/5/16

The following Exhibits shall be included as part of this lease:

**EXHIBIT A
SCHEDULE OF PAYMENTS**

Part I: Rental Schedule: *Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term.*

Rent for the Premises shall be due and payable in accordance with the rental schedule below. The approximate cost per "Square Foot" (SF) documented below is based on the 5,500 square foot demise of the Premises located on the second floor of 60 Rodgers Street, Manchester NH

10-YEAR RENTAL SCHEDULE

Year	EFFECTIVE DATES	SQ. FT.	MONTHLY COST	ANNUAL COST	Approx. SF COST	Approx. % INCREASE
1	June 1, 2016 – May 31, 2017	5,500	\$6,800	\$81,600.00	\$14.84	0%
2	June 1, 2017 – May 31, 2018	5,500	\$6,936.00	\$83,232.00	\$15.13	2%
3	June 1, 2018 – May 31, 2019	5,500	\$6,936.00	\$83,232.00	\$15.13	0%
4	June 1, 2019 – May 31, 2020	5,500	\$7,074.75	\$84,897.00	\$15.44	2%
5	June 1, 2020 – May 31, 2021	5,500	\$7,074.75	\$84,897.00	\$15.44	0%
6	June 1, 2021 – May 31, 2022	5,500	\$7,216.25	\$86,595.00	\$15.74	2%
7	June 1, 2022 – May 31, 2023	5,500	\$7,216.25	\$86,595.00	\$15.74	0%
8	June 1, 2023 – May 31, 2024	5,500	\$7,360.50	\$88,326.00	\$16.06	2%
9	June 1, 2024 – May 31, 2025	5,500	\$7,360.50	\$88,326.00	\$16.06	0%
10	June 1, 2025 – May 31, 2026	5,500	\$7,508.00	\$90,096.00	\$16.38	2%
10 YEAR TOTAL:				\$857,796.00		

Part II: Additional Costs: *Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment.*

N/A: no additional payments shall be due or payable during the term.

Landlord Initials: LD

Date: 4/5/16

EXHIBIT B

JANITORIAL SERVICES: *specify which party shall be responsible for provision of janitorial services to the Premises (and/or portions of the Premises) during the Term. Specify what those services shall include, and how often they shall be provided. Provide any additional information required for clarification of duties and scheduling.*

Landlord's Scope of Duties: the Landlord or their service provider shall be responsible for provision of janitorial services to all areas of the Premises whether they are "common areas" or designated for the Tenant's exclusive use. Landlords' schedule for provision of janitorial service to the Premises shall be no less than the following:

- 1) Once weekly (every Friday):
 - a) Clean all restrooms, including thorough cleaning the toilet and sink and washing the resilient surface flooring.
 - b) Supply and restock all "consumable" products such as toilet paper, paper towels and soap.
 - c) Vacuum all carpeted areas, providing intensive vacuuming in high traffic areas when needed.
 - d) Sweep and wash any resilient flooring surface (including rest rooms).
 - e) Empty all refuse containers and dispose of contents removing them from the Premises
 - f) Wash/clean all counter tops
 - g) Thoroughly clean reception area glass
 - h) Spot clean walls, doors and casing to remove fingerprints and dirt.
 - i) Dust all horizontal surfaces within hand height, inclusive of window blinds and/or drapes
 - j) Annual Cleaning:
 - k) Shampoo/Clean all carpets
 - l) Clean the interior and exterior surfaces of all windows
- 2) The Tenant agrees that provision of janitorial services is subject to reasonable interruptions due to the making of repairs, alterations, improvements, or to causes beyond the landlord's control.
- 3) Cleaning shall be scheduled to occur at mutually agreeable times as negotiate by the Landlord and Tenant. All cleaning supplies and equipment shall be provided by the Landlord or Landlord's contractor.
- 4) The Janitorial Service provider selected or employed by the Landlord for cleaning of the Premises shall not employ any person(s) affiliated with or having a history of affiliation with the State office of "Probation & Parole", likewise no such employed person shall have a criminal police record. Additionally, all persons employed for provisions of janitorial services in the Premises shall be required to refuse entrance to the Premises by any person not authorized by the Tenant.
- 5) Recycling Services: Shall be provided as set forth in "Exhibit C Part IV" of the Agreement herein.

Landlord Initials: JO

Date: 4/5/16

EXHIBIT C

Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements and Recycling

Part I Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Opinion" which has been attached hereto and made part of the Agreement herein by reference. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

1) Tenant shall:

- a) Throughout the term practice good housekeeping and due diligence towards maintaining conforming clearances at all doorways, hallways and rest rooms within the Premises.
- b) Remove storage cabinets and/or other furnishings from all rest rooms in order to consistently provide conforming wheelchair accessibility clearances.
- c) Arrange and pay for interpreter services for any hearing or speech impaired clients
- d) Provide signage at the reception transaction window notifying clients of available special needs accommodations, such as large print materials, access to interpreters, and access to assistive listening devices.
- e) Provide an "Assistive listening" system such as a "pocket talker" and store it in the conference room for use by hard of hearing individuals. Staff shall be training on how the device is used and offer it to anyone in need.

Part II Certification from the State of New Hampshire Department of Environmental Services ("Environmental Services") stating the Premises comply with the requirements of State of New Hampshire RSA 10:B "Clean Indoor Air in State Buildings" ("clean air") as defined by Chapter Env-A 2200 has either been obtained and a copy of said certification attached herein, or shall be obtained in accordance with the following:

No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. *Specify which party – the Landlord or the Tenant- shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the requirements of Chapter Env-A 2200, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repair required until such time a "certification of compliance" is issued.*

No later than thirty (30) days after commencement of the Term herein, the Tenant shall have the Premises tested for compliance with "Clean Indoor Air" standards, for performance of testing they shall hire technicians which meet the State of New Hampshire Department of Environmental Services (NHDES) criteria of professional accreditation to perform NHDES "Clean Indoor Air" tests in the Premises as set forth in Administrative Rules Chapter Env – A2200. No more than five (5) days of receipt of the air quality and lead tests results the Tenant shall submit a copy to the Landlord, and a notarized copy to NHDES, the copy addressed to NHDES shall be delivered to: "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095. In the instance of testing results showing deficiency in any criterion, the Landlord shall consult with the State of New Hampshire and the accredited consultant that performed the testing to gain their recommendation of "best practice" for provision of remedy, and thereafter implement provision of such remedy through repair/alteration to the Premises. Any and

Landlord Initials: JO


Date: 7/5/16

ICC/ANSI A117.1-2003 and the guidelines set forth in ADAAG section 4.30.5: "the characters and background of signs shall be eggshell, matte, or other non-glare finish. Characters and symbols shall contrast with their background – either light characters on a dark background or dark characters on a light background."

- g. Sign Installation Location: Per code requirements; all permanent room designation signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60" above the finish floor to the top of the signs. Mounting locations shall be such that a person may approach within 3" of a sign without encountering protruding objects or standing within the swing of the door. In reception areas, mount signs in compliance with the dimensions given above, utilizing either side of the reception window as the reference point.
 - h. Symbols of Accessibility: (the wheelchair symbol) all elements (rest rooms for instance) required to be identified as accessible to persons with disabilities shall use the international symbol of accessibility.
 - i. Room numbers: See Tenant "Demise" plan for room suggested room number assignments. Assignment of such numbers will be provided by Landlord and coordinated with the Tenant during the Landlord's promulgation of construction drawings, Tenant shall require all rooms be designated with a room number, and additional "designation" signs provided at the conference room, kitchen, exits, mechanical and electrical rooms.
5. Parking Spaces located adjacent to public entrance: not later than thirty (30) days after commencement of the Term the following shall be completed:
- a. The "Van Accessible" parking space and correlating painted lot surface shall be changed to provide the layout shown in the agreed "DEMISE SITE SKETCH".
 - b. The "regular" reserved/accessible space shall be relocated to start its 8' width where the existing 5' wide access aisle (aisle lines to be masked with black paint) begins. Provision of 5' wide aisle will no longer be needed for this space shall share an access aisle with the "Van Accessible" (8' wide aisle) space.
 - i. The sign(s) designating the Van Accessible space (two separate signs are currently provided, the "wheel chair" symbol and "van accessible") shall be relocated and installed directly in front of the appropriate space with the lower edge of the sign at 60" above the ground. This shall require either adhering the signs to the window or wall located in front of the space or installing a post to mount the signs on.
 - c. Van Access Aisle: the space adjacent to the Van Accessible parking space – which shall serve both "accessible" spaces – shall be stripped with yellow diagonal lines and designated "NO PARKING" with a sign installed directly at the end of the space; the lower edge of the sign shall be 60" above the ground.
6. Vestibule walk-off mat at exterior public entrance shall be secured to the floor to prevent potential trip hazard. This task shall be completed no later than thirty (30) days after commencement of the Term.

Part IV Recycling: The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.

- 1. The Landlord shall recycle waste products for which markets are available which will be gathered by the Tenant – or the Tenant's janitorial provider - from the Premises.
 - a. The following products shall be included in recycling: mixed paper, including boxboard, and corrugated cardboard and other containers such as plastic or glass bottles, and tin or aluminum cans. Shredded paper shall not be included; it shall be recycled under the Tenant's separate contract with a "document destruction" vendor.

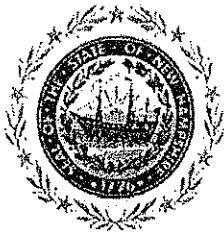
Landlord Initials: 

Date: 7/5/16

2. The Tenant and/or the Tenant's janitorial provider shall bag and remove items for recycling and deposit them in an area the Landlord shall provide and maintain for such use (which may be shared in common with others); the Landlord shall collect these products and convey them to community recycling centers.
3. Recycled products shall be collected by the Tenant in the following manner:
 - a. Approximately once (one time) per week the Tenant's janitorial service provider ("Provider") or staff members shall gather waste products for recycling from the Premises, these items shall be properly sorted and deposited into garbage bags;
 - b. The Provider shall ascertain the weight of such bags documenting the approximate average weight of full or partially full bags per commodity.
 - c. Upon each collection the Provider shall document via notation ("tick marks on a clipboard will suffice) the number of bags collected per commodity and whether the bags are full or partially full.
 - d. At the end of each month the Provider shall tally the number of bags (detailed by full or partially full) collected per commodity and multiply that sum by the average weight of such bags.
 - i. On a Quarterly basis the Provider shall send the results of these monthly volume tallies to the Tenant's "Contact Person" (listed in section 23.2 herein) in order to provide conformance with State of New Hampshire recycling reporting requirements.

Landlord Initials: *JD*

Date: 4/5/16



**New Hampshire
Governor's Commission on Disability**

"Removing Barriers to Equality"



Margaret Wood Hassan, Governor
Paul Van Blarigan, Chair
Charles J. Saia, Executive Director

**To: Mr. Michael McAlister, Director
Department of Corrections**

Date: Tuesday, April 19, 2016

**Re: LETTER OF OPINION,
Pursuant to the New Hampshire Code of Administrative Rules, ADM 610.16 (e) (3)**

Location: Department of Corrections, 60 Rogers Street, Manchester NH 03103

Term: 10 Year
Commencement Date, Effective Date, Occupancy Date: June 1, 2016
Expiration: May 31, 2026

Lessee: New Hampshire Department of Corrections, 105 Pleasant Street, PO Box 1806,
Concord NH 03302-0806

Lessor: Robat Holdings, LLC., PO Box 397, Manchester NH 03305

In accordance with the New Hampshire Code of Administrative Rules, codified in Adm. 610.16 (e) (3), The Governor's Commission on Disability's (GCD) Architectural Barrier Free-Design Committee (ABFDC) has opined that the location referenced above and referred to herein, meets or will meet barrier free requirements, subject to the conditions listed below. The subject lease was reviewed during the ABFDC's April 19, 2016 meeting.

This Letter of Opinion, pursuant to ADM 610.16 (e) (3); The Administrative Rules of the Department of Administrative Services; is issued with the following conditions referenced in EXHIBIT A, and is subject to the limitations stated herein.

Upon completion, all renovations specified in the Lease agreement any supportive Design-Build Specifications and drawings or sketches; including but not limited to EXHIBIT B,C,D,E; demonstrated at the ABFDC meeting on April 19, 2016, must comply with the provisions set forth in this letter and with the applicable New Hampshire Code for Barrier-Free Design. Although no comment or opinion is expressed regarding the New Hampshire State Building Code and the New Hampshire State Fire Code, and/or any other code; it is highly recommended, when applicable, relevant documentation be submitted to the local or State authority having jurisdiction, for any necessary approvals.

EXHIBIT A - CONDITIONS:

1. Accessible Parking Space: Parking Space is 84" and required to be 96" per ADAAG 502.2, and NH Code for Barrier Free Design 303.01 (b) (1).

AGREED UPON

To allow for improved access, lot will be re-striped with accessible parking and access aisles striped to appropriate dimensions per Ms. Belec's proposed layout.

CONDITION TO BE SATISFIED PER EXHIBIT D, BY AUGUST 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

Refer to Exhibit A and B for current photos.

Refer to Exhibit C for current parking layout.

Refer to Exhibit D for proposed layout per Ms. Mary Belec.

2. Van accessible parking space is measured at 96" at one end and tapers to approximately 84" at the opposing end. Van accessible spaces are required to be 96" minimum per NH Code for Barrier Free Design 303.01 (b) (1).

AGREED UPON

To allow for improved access, lot will be re-striped with accessible parking and access aisles striped to appropriate dimensions per Ms. Belec's proposed layout.

CONDITION TO BE SATISFIED PER EXHIBIT D, BY AUGUST 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

Refer to Exhibit A and B for current photos.

Refer to Exhibit C for current parking layout.

Refer to Exhibit D for proposed layout per Ms. Mary Belec.

3. Van accessible space lacks access aisle as required by ADAAG 502.3.4, and NH Code for Barrier Free Design 303.01 (b) (1) (b).

AGREED UPON

To allow for improved access, lot will be re-striped with accessible parking and access aisles striped to appropriate dimensions per Ms. Belec's proposed layout.

CONDITION TO BE SATISFIED PER EXHIBIT D, BY AUGUST 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

Refer to Exhibit A and B for current photos.

Refer to Exhibit C for current parking layout.

Refer to Exhibit D for proposed layout per Ms. Mary Belec.

4. Exterior Main Entrance: Following the precedence of the prior ABFDC, who did not recognize the need for an automatic door opener, the Department of Corrections has been referred to the local building code inspector to review its options.

AGREED UPON: To allow for appropriate program access, the Department of Corrections will provide alternative forms of program access, which will include, but is not limited to, visiting clients in their homes. Proof of the various forms of program access will be provided to the Governor's Commission on Disability (GCD) in the form of a letter by April 13, 2016.

CONDITION TO BE SATISFIED BY MAY 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

5. Exterior Main Entrance: Per physical tour of space, the exterior pavement of the main entrance appears to have a gap with some alterations in level.

AGREED UPON: Area will be restored to conform to the NH Code for Barrier Free Design requirements/2010 Standards for Accessible Design 302.1 and 403.

CONDITION TO BE SATISFIED BY AUGUST 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

6. Interior Main Entrance: Per physical observation, interior vestibule contains "throw rug".
AGREED UPON: Throw rugs will be secured to provide a secure surface via Agency's or landlord's choice of adhesive and checked two or more times per year for stability per NH Code for Barrier Free Design requirements/2010 Standards for Accessible Design 302.1.

CONDITION TO BE SATISFIED BY APRIL 22, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

7. Department lacks assistive listening system and services for individuals with additional hearing needs.

AGREED UPON: Department of Corrections will secure necessary equipment and develop a policy or plan to educate staff on use of equipment and remote or onsite interpreting services, for as needed use, per NH Code for Barrier Free Design/2010 ADA Standards for Accessible Design 706.

CONDITION TO BE SATISFIED BY MAY 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

8. Signage should be provided in locations specified by ADAAG 216 and using the technical standards provided by ADAAG 703.

AGREED UPON: Department of Corrections will add additional signage to notify clientele of the above resources per NH Code for Barrier Free Design/2010 ADA Standards for Accessible Design 703 and 216

CONDITION TO BE SATISFIED BY MAY 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

9. Bathrooms: Items impede access to fixtures, including, but not limited to, access to the paper towel dispenser, sink, etc.

AGREED UPON: Tenant will remove items that impede access per NH Code for Barrier Free Design/2010 ADA Standards for Accessible Design 204.

CONDITION TO BE SATISFIED BY APRIL 22, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

The Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee cannot survey all state leased properties for compliance with the New Hampshire Code for Barrier Free Design or for compliance with the conditions stated in this Letter of Opinion. However, as a safeguard for the State of New Hampshire, for the citizens of New Hampshire, and to assure access for persons with disabilities; random surveys may be performed on an as needed basis for compliance regarding accessibility.

A representative for the Lessee or a designee of the Lessee must provide to the Governor's Commission on Disability proof of completion via photographs, invoices, or as outlined above, for the items listed above, and shall certify to the Governor's Commission on Disability that the conditions outlined herein and as set forth in the Lease Agreement and related attachments have been satisfied. Should the Lessee not comply with the provisions of the Code for Barrier Free Design or the accessibility standards, or default on the completion of conditions; the Lessee, will rectify immediately after due notification by the Governor's Commission on Disability of the Architectural Barrier Free Design Committee.

This Letter of Opinion is based upon a review of all provided documentation regarding the premises, and this Letter of Opinion is based on the assurances of the Lessee for compliance therein. Future review of existing and new documentation, as well as, future physical site visits may be conducted at the discretion of the Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee.

Respectfully submitted and approved by the Architectural Barrier-Free Design Committee on this day of Tuesday, April 19, 2016.

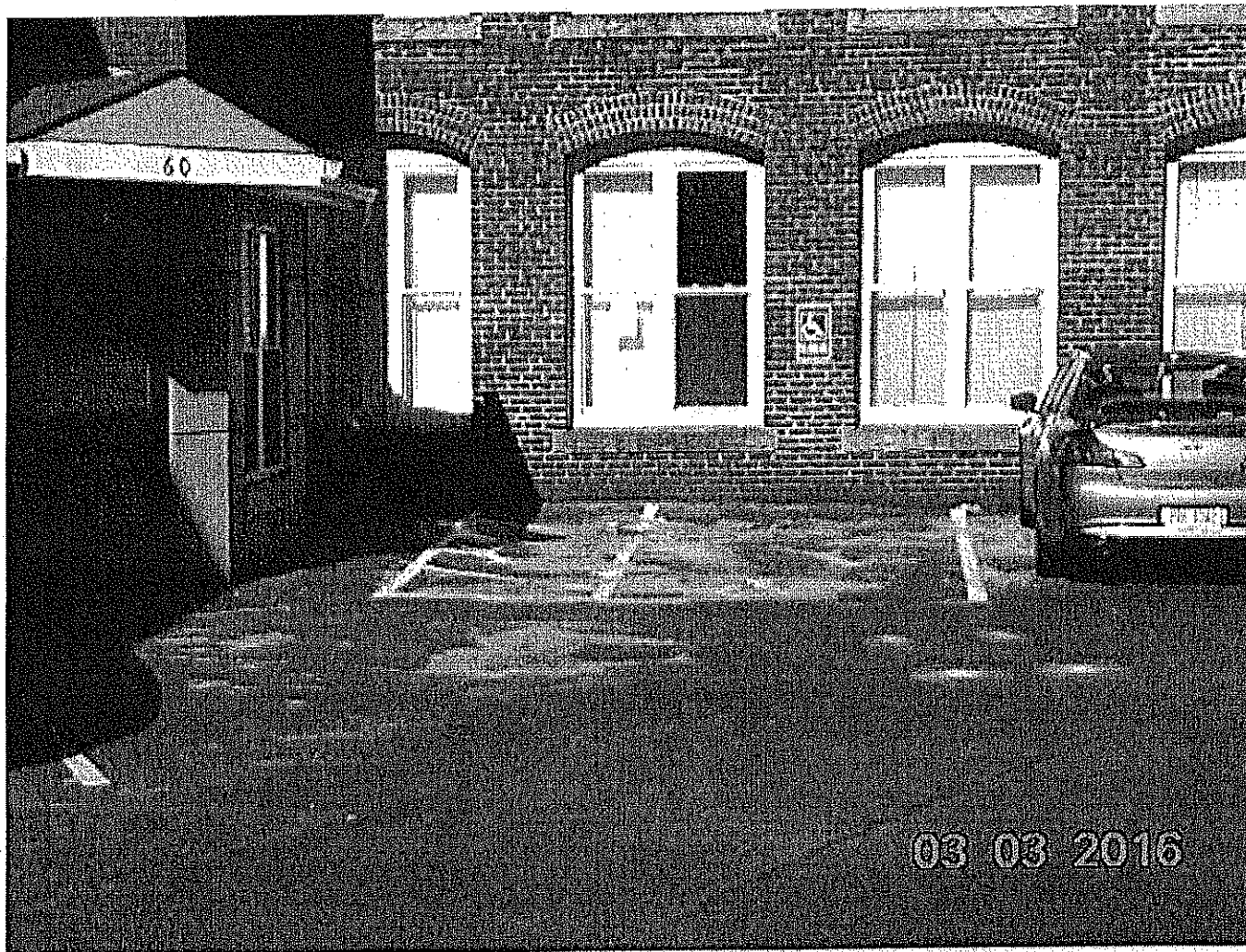



Eric Brand, Acting Chairperson
Architectural Barrier Free Design Committee

Cc:
Charles J. Saia, Esq., Executive Director
Governor's Commission on Disability

Department of Corrections
Probation and Parole
60 Rogers Street
Manchester Street, 03305

EXHIBIT B
CURRENT ACCESSIBLE PARKING SPACE



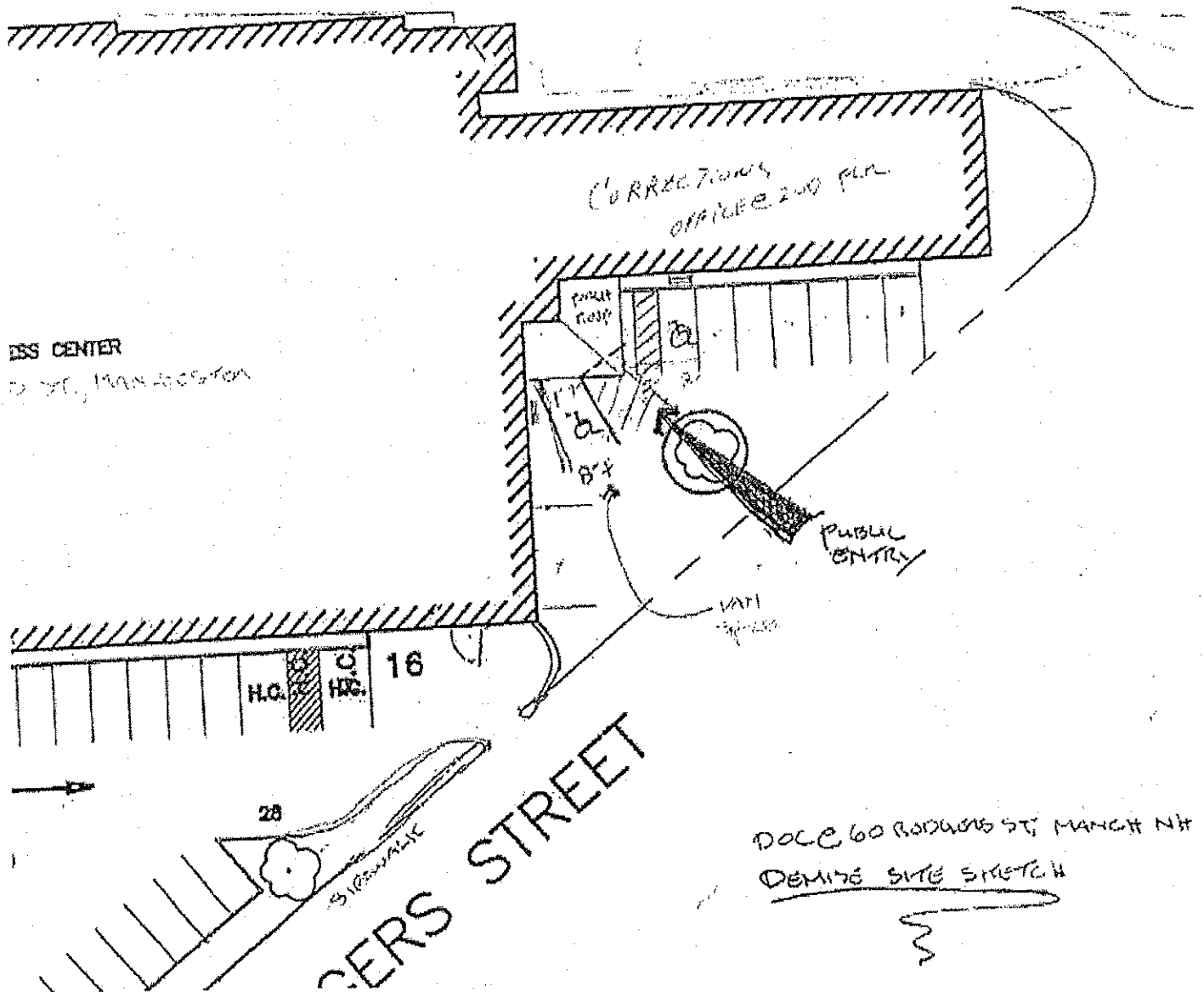
Department of Corrections
Probation and Parole
60 Rogers Street
Manchester Street, 03305

EXHIBIT C
CURRENT VAN ACCESSIBLE SPACE



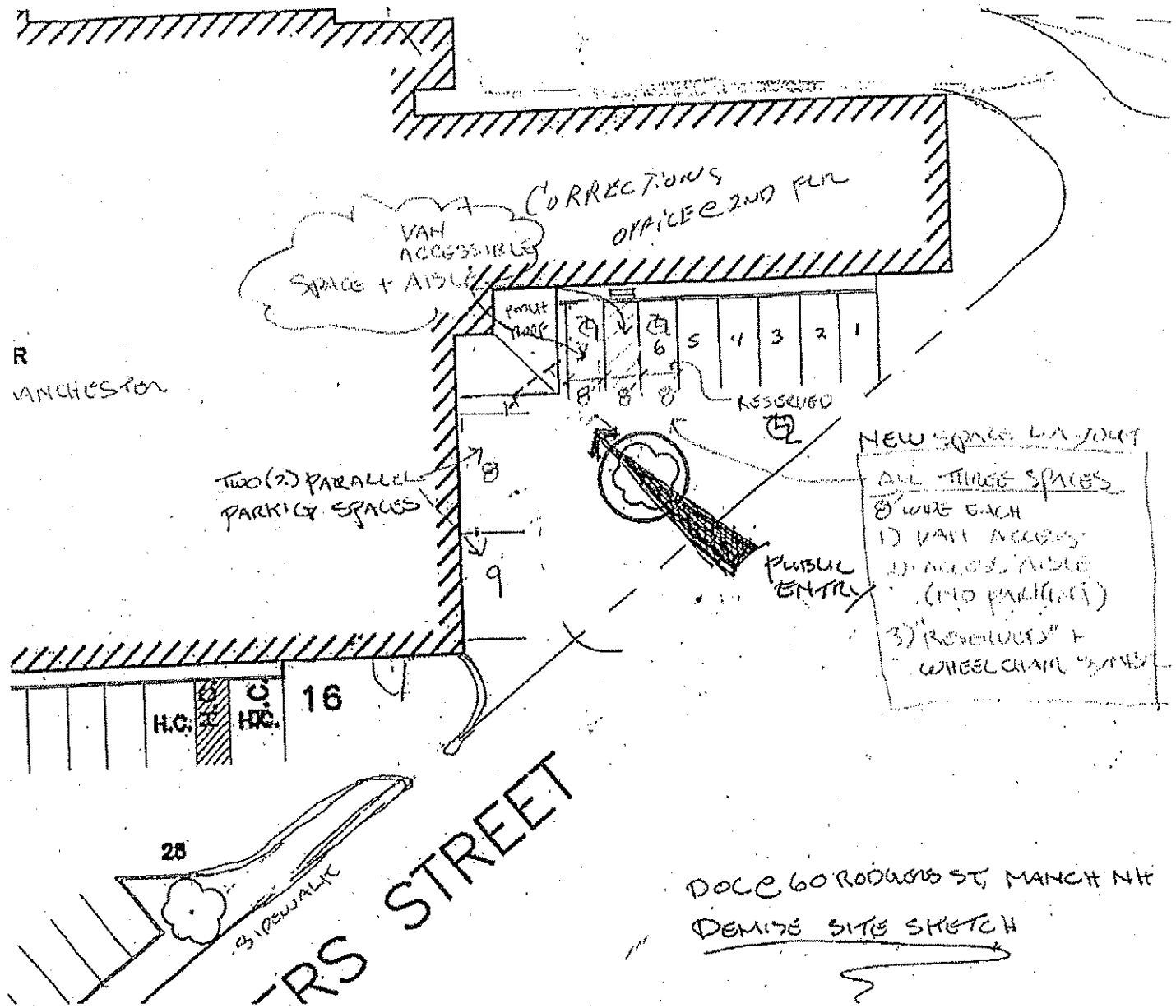
Department of Corrections
Probation and Parole
60 Rogers Street
Manchester Street, 03305

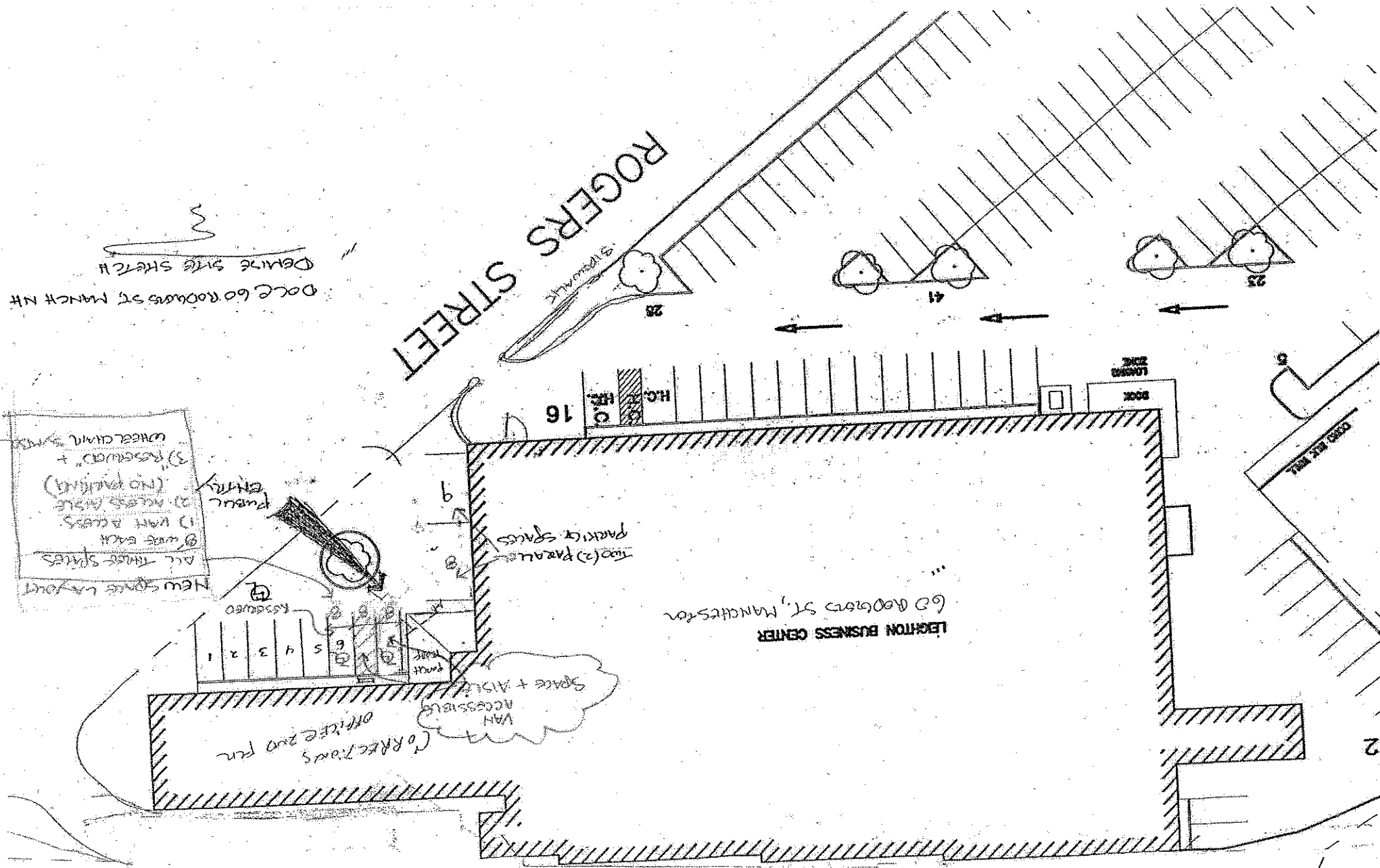
EXHIBIT D
CURRENT PARKING LAYOUT PER MS. MARY BELECZ



Department of Corrections
Probation and Parole
60 Rogers Street
Manchester Street, 03305

EXHIBIT E
PROPOSED PARKING LAYOUT BY MS. MARY BELECZ





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 ROBAT HOLDINGS, LLC is a New Hampshire limited liability company formed on September 17, 1997. 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 4th day of April, A.D. 2016

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

ROBAT HOLDINGS, LLC

Special Meeting of the Member by Written Consent

The Undersigned, being the sole Member of Robat Holdings, LLC, a New Hampshire limited liability company, hereby consents in writing to the following actions:

RESOLVED:

The Company is hereby authorized to enter into a Lease Agreement with the State of New Hampshire, acting by and through its Commissioner of the Department of Corrections and pertaining to leased spaced at 60 Rogers Street, Manchester, New Hampshire, and that the Manager, Thomas DeBlois, on behalf of this Company, is authorized and directed to enter into the said Lease Agreement with the State of New Hampshire, and that he is to take any and all such actions that may be deemed necessary, desirable or appropriate on behalf of this Company in order to accomplish the same.

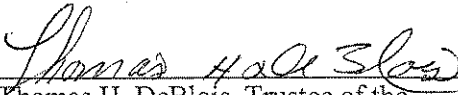
RESOLVED:

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

1. The foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
2. The following person has been duly elected to and now occupies, the Office or Offices indicated:

Manager: Thomas DeBlois


DATED this 4th day of April, 2016.

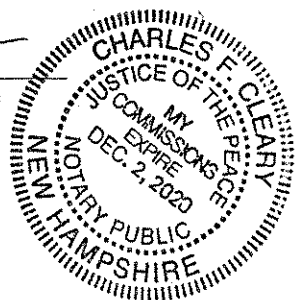

By: Thomas H. DeBlois, Trustee of the
Thomas H. DeBlois Revocable Trust, Sole
Member

Intended Effective Date:
April 4, 2016

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged, before me, this 4th day of April, 2016, by Thomas H. DeBlois, Trustee of the Thomas H. DeBlois Revocable Trust, the duly authorized Member of Robat Holdings, LLC, a New Hampshire limited liability company, on behalf of the company.


Notary Public/Justice of the Peace
My Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aspen Insurance Agency P O Box 510 Manchester NH 03105		CONTACT NAME: Lyndsay Lee PHONE (A/C No, Ext): (603) 647-0800 FAX (A/C, No): (603) 647-0330 E-MAIL ADDRESS: llee@aspen-ins.com	
INSURED Robat Holdings LLC PO Box 397 Manchester NH 03105		INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Casualty Compan INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL1642009502**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPP0129584	2/14/2015	2/14/2018	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						Hired & Non-Owned Auto \$ 1,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lessor's Risk

Loc. #1, Bldg. #1: 60 Rogers Street, Manchester, N.H. 03103

CERTIFICATE HOLDER**CANCELLATION**Department of Corrections
P.O. Box 1806
Concord, NH 03302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lyndsay Lee/DIANA

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (2014/01)



If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

REVISION NUMBER:

Loc# 00001: 60 Rogers Street Manchester NH 03103

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lyndsay Lee/DIANA

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LRCP 16-012

FROM: Charles R. Schmidt, PE
Administrator



DATE: April 18, 2016

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Sale of State Owned Land with Improvement in Windham
RSA 4:39-c

TO: Representative Gene Chandler, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to enter into a listing agreement for a term of one (1) year with NAI Norwood Group with the real estate commission of 5% for the sale of a 3.6 +/- acre parcel of State owned land improved with a single family residence located at 72 Range Road in the Town of Windham for \$725,000.00, assess an Administrative Fee of \$1,100.00, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in this request.

EXPLANATION

The Department of Transportation wishes to sell this parcel of State owned land improved with a single family residence located at 72 Range Road in the Town of Windham.

This property was acquired in 2006 for the Salem-Manchester, 10418C project which is widening Interstate 93 through the area.

Conditions of the sale will include:

- o Access will be provided to the parcel from both Range Road and the Relocated NH Route 111A. Relocated NH Route 111A will have a raised concrete median island down the center of the roadway restricting left turning movement from and to the parcel along Relocated NH Route 111A.
- o The parcel will be sold with the one single family residence located at 72 Range Road. The Commercial Building currently located on the property at 70 Range Road will be removed by the Department prior to the sale of this property
- o The purchaser of this parcel would at their expense have a survey plan prepared by a Licensed Land Surveyor describing the parcel being sold, and record this plan in the Rockingham County Registry of Deeds. The Department will use this plan to prepare deeds for the sale of this parcel

The need for the 3.6 +/- acre parcel with improvement has been reviewed by the Department, which has determined that the subject parcel and improvement is surplus to our operational needs and interest for the purpose of disposal.

In accordance with Tra 1000, "Process for Marketing and Sale of State Owned Property Utilizing Real Estate Professionals," and Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 4 (Rockingham and Strafford Counties) were sent a request to submit a market analysis for the subject property at a set real estate commission of 5%. Based on this request, the Department received responses from seven (7) firms. Data from each market analysis is listed below as follows:

T:\PROPMNGT\2016\Long Range\WindhamShelton0329.doc

NAI Norwood Group 116 South River Road Bedford NH 03110	\$586,500.00 - \$685,000.00
Berkshire Hathaway Verani Realty One Verani Way Londonderry NH 03053	\$595,000.00
CB Richard Ellis/ New England 2 Wall Street, 2 nd floor Manchester NH 03101	\$750,000.00
KW Commercial 168 South River Road Bedford NH 03110	\$728,000.00
Shea Commercial Properties Inc. 88 Stiles Road, Suite 204 Salem NH 03079	\$625,349.00
Coldwell Banker Commercial 4 Nashua Road Londonderry NH 03038	\$576,500.00- \$685,000.00
Paul McInnis Inc. 1 Juniper Road North Hampton NH 03862	\$475,000.00
State Appraisal	\$675,000.00- \$750,000.00

In accordance with Tra 1003.03, the Pre-qualification Committee reviewed the above information and also interviewed each of the firm concerning the sale of this property. Following this, the Pre-qualification Committee and selected NAI Norwood Group to market this property for the Department. After further discussions with the NAI Norwood Group concerning the property, it was felt that a value of seven hundred twenty five thousand (\$725,000.00) dollars was an appropriate value for this property.

As part of the listing agreement with the selected realtor, it will be specified that the Department will be required to offer the property to the following entities as part of the real estate sale process:

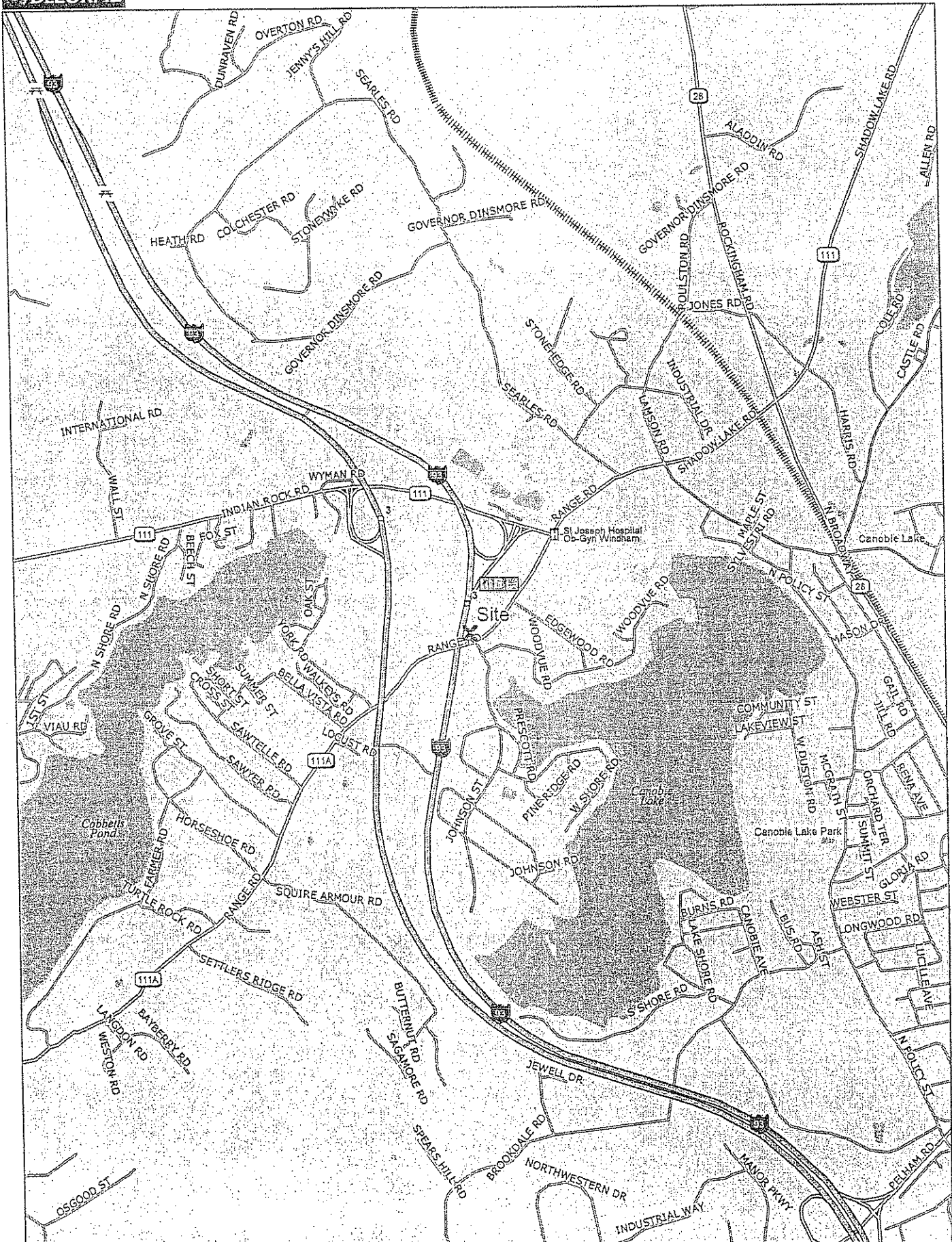
1. NH Housing Finance Authority
2. Town of Windham

It will also be specified in the listing agreement that the selected real estate firm will not collect a commission for sales to any of the above-listed entities, or any State agency that may express interest in the property.

In addition, the Department will assess an additional Administrative Fee of \$1,100.00 to the purchase price.

Authorization is requested from the Committee to enter into a listing agreement with NAI Norwood Group for the sale of a 3.6 acre parcel improved with a single family residence in Windham at a value of seven hundred twenty-five thousand (\$725,000.00) dollars for a term of one (1) year, with a real estate commission of 5% as described above, allowing negotiating within the Committee's current policy guidelines, and if a willing buyer is found to sell this parcel as stated above, subject to Governor and Executive Council approval.

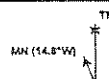
CRS/PJM/jl
Attachments



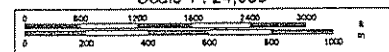
Data use subject to license.

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www.delorme.com



Scale 1 : 24,000



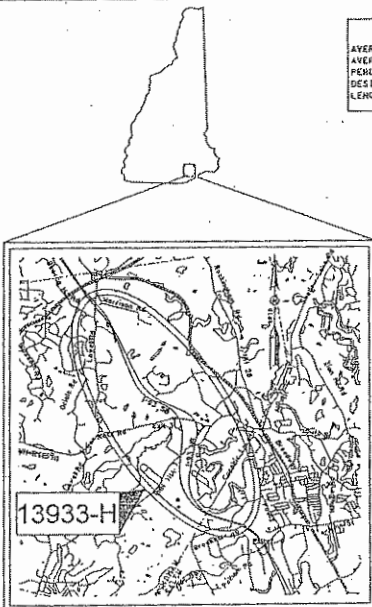
1" = 2,000.0 ft

Data Zoom 13-1

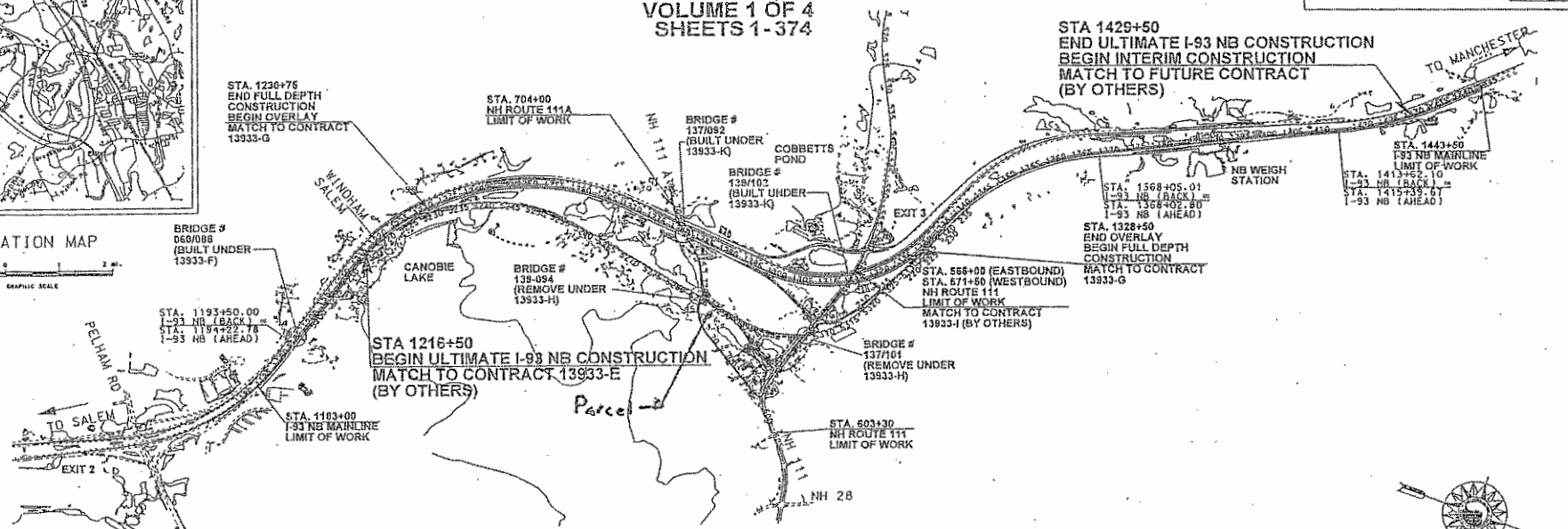
DESIGN DATA		DESIGN DATA	
I-93 NB OFF RAMP		I-93 NB OFF SLIP RAMP	
AVERAGE DAILY TRAFFIC 20 15	14,400	AVERAGE DAILY TRAFFIC 20 15	5,800
AVERAGE DAILY TRAFFIC 20 35	15,500	AVERAGE DAILY TRAFFIC 20 35	6,500
PERCENT OF TRUCKS	6%	PERCENT OF TRUCKS	6%
DESIGN SPEED	40 mph	DESIGN SPEED	30 mph
LENGTH OF PROJECT	-	LENGTH OF PROJECT	-
IDENTENING		I-93 NB ON RAMP	
		AVERAGE DAILY TRAFFIC 20 15	5,200
		AVERAGE DAILY TRAFFIC 20 35	7,800
		PERCENT OF TRUCKS	6%
		DESIGN SPEED	40 mph
		LENGTH OF PROJECT	2,850 ft
		I-93 NB ON SLIP RAMP	
		AVERAGE DAILY TRAFFIC 20 15	3,600
		AVERAGE DAILY TRAFFIC 20 35	4,600
		PERCENT OF TRUCKS	5%
		DESIGN SPEED	20 mph
		LENGTH OF PROJECT	-
		NH RTE 111	
		AVERAGE DAILY TRAFFIC 20 15	27,500
		AVERAGE DAILY TRAFFIC 20 35	37,700
		PERCENT OF TRUCKS	5%
		DESIGN SPEED	40 mph
		LENGTH OF PROJECT	3,730 ft

BI-A000(128)
N.H. PROJECT NO. 13933-H
I-93 NB, I-93 NB OFF RAMP, I-93 NB ON RAMP,
NH RTE 111, NH RTE 111A, NH ROUTE 111A CONNECTOR

VOLUME 1 OF 4
SHEETS 1-374




LOCATION MAP



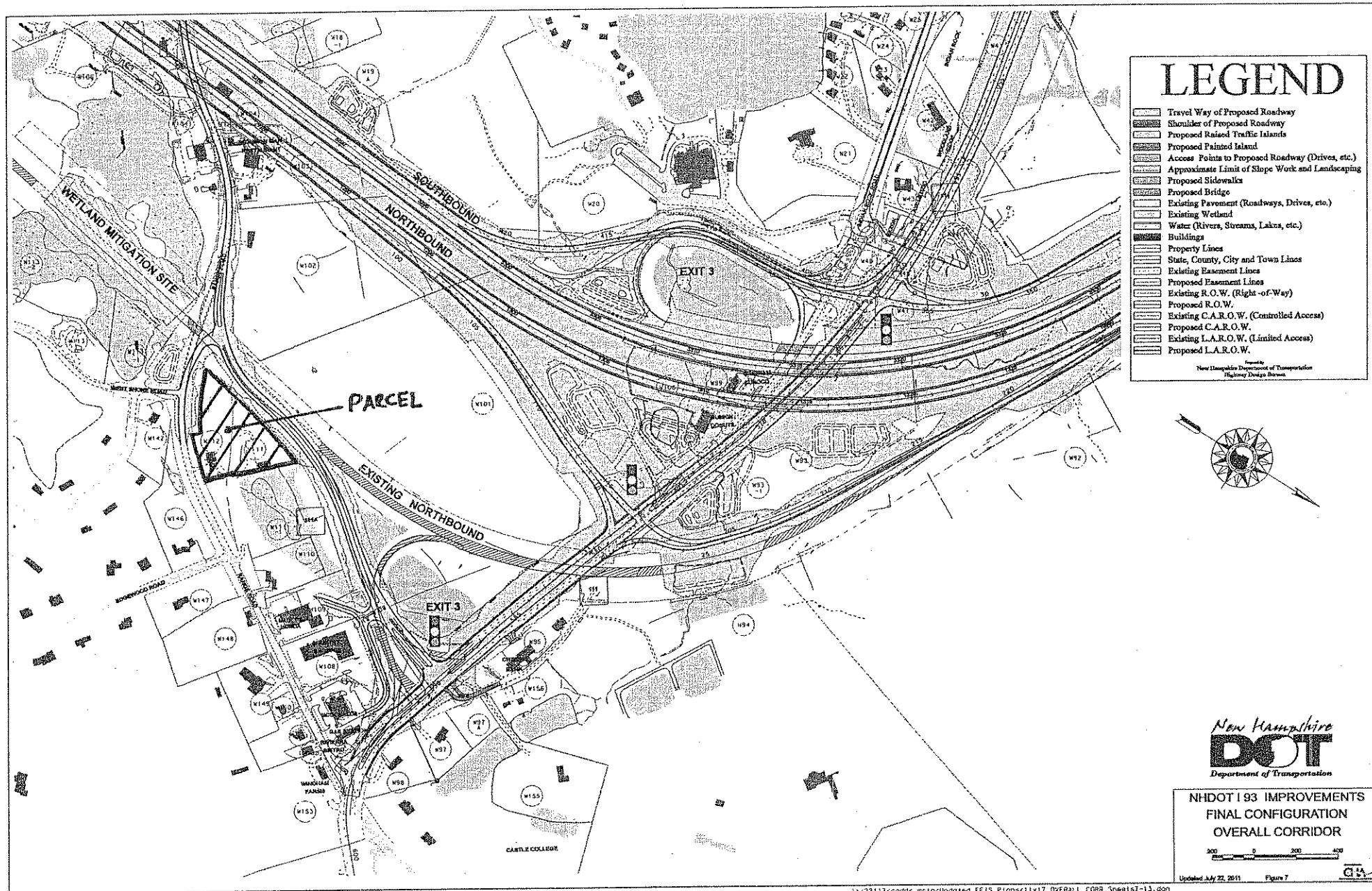
TOWNS OF SALEM & WINDHAM
COUNTY OF ROCKINGHAM

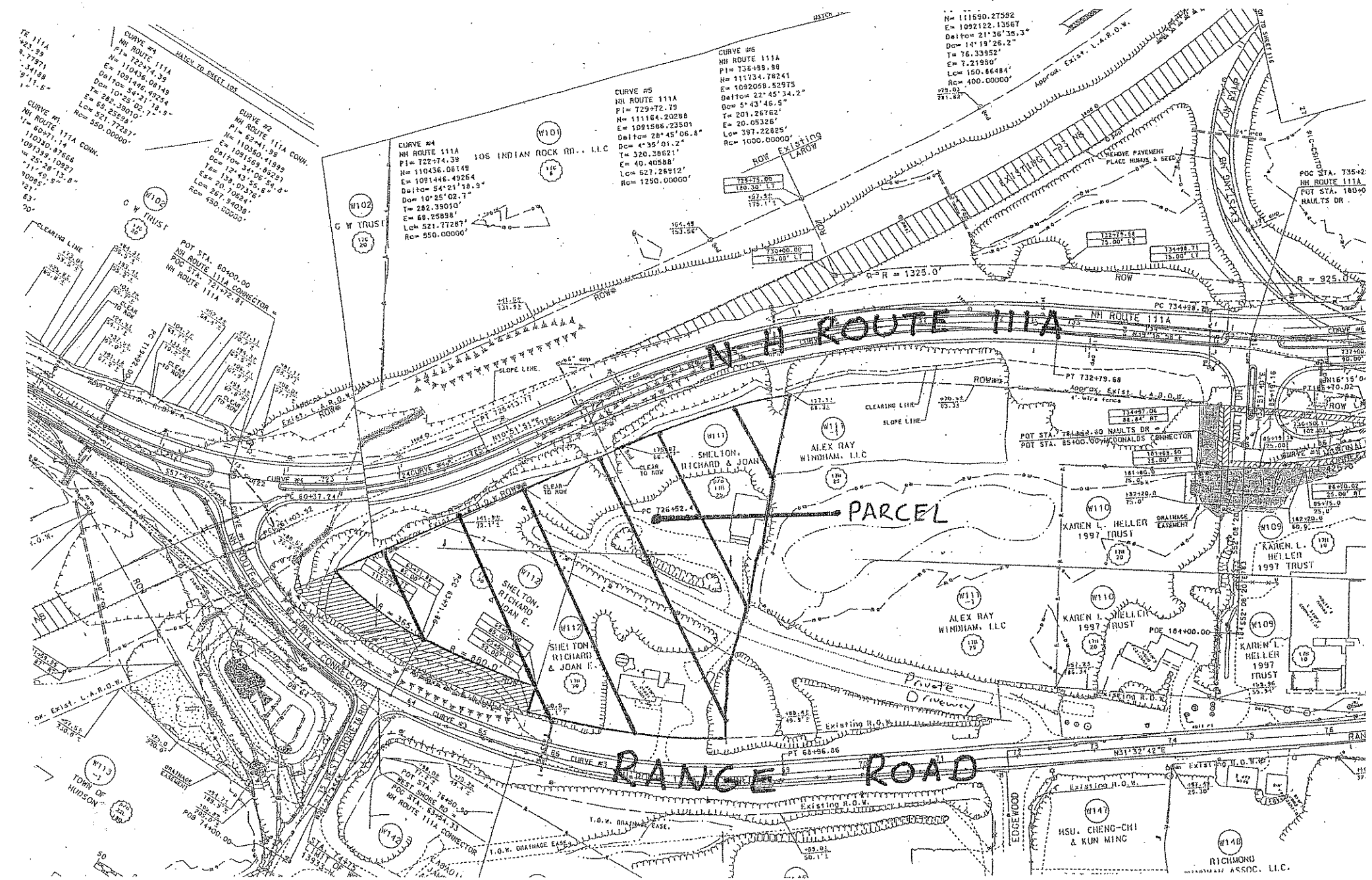
SCALE: 1"=1,000'

NH RTE 111A		NH RTE 111A CONNECTOR	
AVERAGE DAILY TRAFFIC 20 15	10,900	AVERAGE DAILY TRAFFIC 20 15	214
AVERAGE DAILY TRAFFIC 20 21	14,350	AVERAGE DAILY TRAFFIC 20 21	2,300
PERCENT OF TRUCKS	47	PERCENT OF TRUCKS	42
DESIGN SPEED	40 mph	DESIGN SPEED	30 mph
LENGTH OF PROJECT	3,100 ft	LENGTH OF PROJECT	2,350 ft

		THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION	
RECOMMENDED FOR APPROVAL:			
_____ DIRECTOR OF PROJECT DEVELOPMENT		_____ DATE	
APPROVED:			
_____ ASSISTANT COMMISSIONER AND CHIEF ENGINEER		_____ DATE	
FEDERAL PROJECT NO.	STATE PROJECT NO.	SHEET NO.	TOTAL SHEETS
BJ-A000(126)	13933-H	1	142

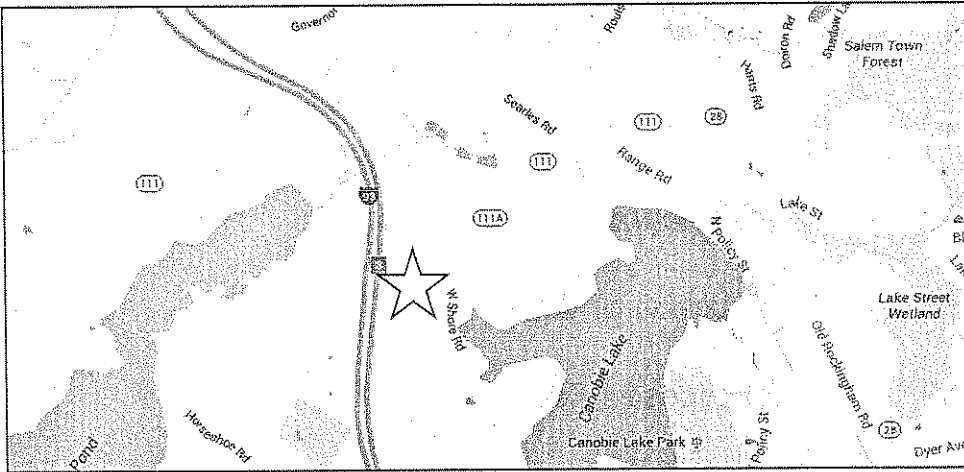
	NAME	DATE
08/03/2012	MEN	08/03/2012
08/03/2012	LSE	08/03/2012



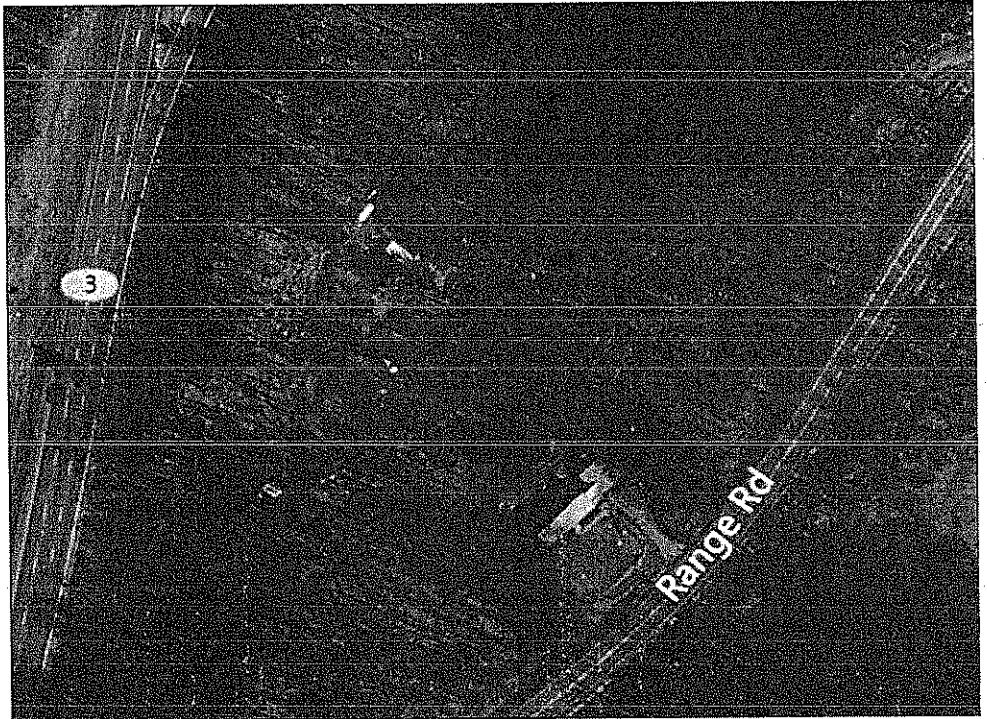


Marketing Proposal

Prepared for: State of New Hampshire, Department of Transportation



70 & 72 Range Road
Salem | NH



Prepared by:

Judy Niles-Simmons
judy@nainorwoodgroup.com

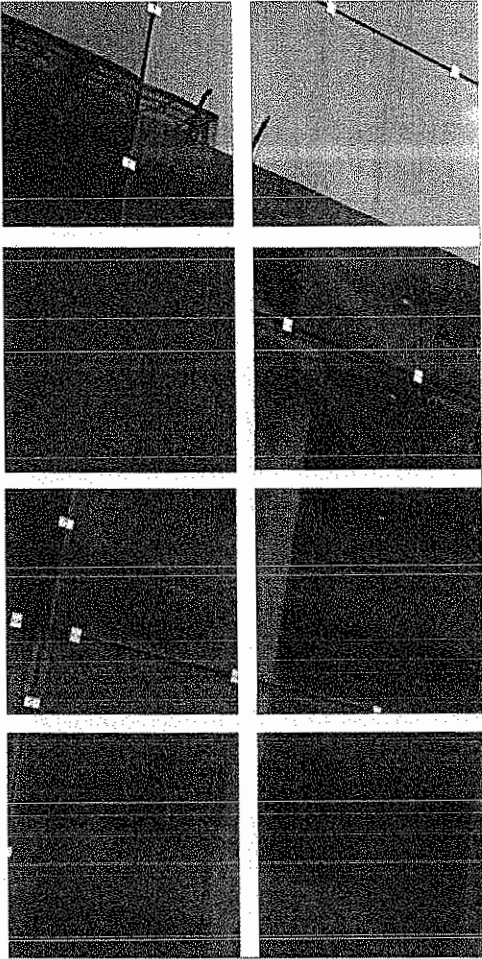
Chris Norwood
cnorwood@nainorwoodgroup.com

NAI Norwood Group

Commercial Real Estate Services, Worldwide.

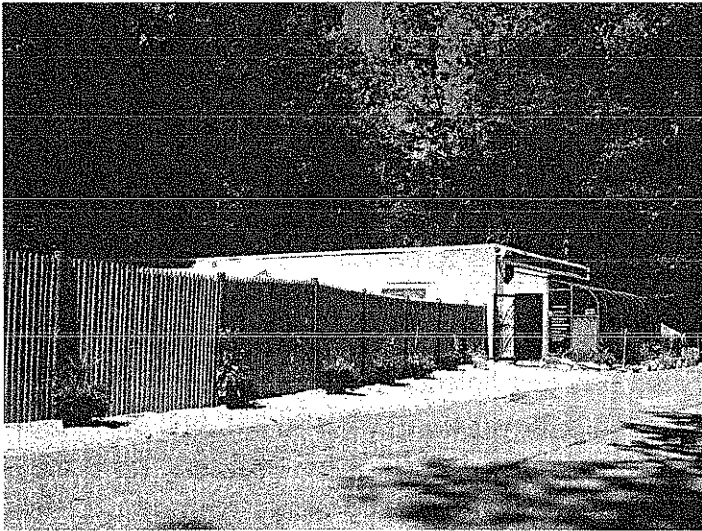
tel 603.668.7000
fax 603.647.4325
116 South River Road
Bedford, NH 03110
nainorwoodgroup.com

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- I. Property Description
 - II. Property Comparison
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 - Chris Norwood Resume
 - VII. Real Estate Licenses
 - VIII. Marketing Strategy
 - IV. Exhibit A - Comparable Sales and Sold Property Details

Property Description

Property Description: The subject property, 70 & 72 Range Road, Windham, NH, aka Tax Map 17/H/30 and recorded in the Rockingham Registry of Deeds as Book 4651/1896, is currently comprised with a 1,500+/- SF commercial building, which is to be torn down by the State of New Hampshire, along with a wood-framed, single family ranch style home, sited on a total of 3.55+/- acres per Phil Miles. The property is serviced by a private septic and well and located in the Gateway Commercial District. Access to the property will be both from Range Road and the newly relocated RT 111A, which will have a raised concrete median allowing a right-in, right-out access and egress. An existing driveway that accesses the rear section of the site is a private driveway and is not a permitted access to this property. The State of New Hampshire will maintain ownership of an area of the Range Road frontage as shown on the attached plan, provided by the Department.



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Property Comparison

General Information: Any property analysis involves a weighing of the various pluses and minuses relating to selling a particular property.

The main negative of the property is that the ranch style home, in our opinion, will not appeal to residential users because of its location to the relocated RT 111A. Even though the property will have frontage and access from the newly rerouted RT 111A, it is not visible from I-93. The site will need some leveling/fill and may have a small wet area as well as some ledge. Access onto Range Road from the existing driveway is dangerous because it is sited on a curve with limited visibility. Because the property, per Town records, is serviced by private well and septic is a negative for commercial development. Also, the Department of Transportation will require the Buyer to do a survey on the site and the deed is to be prepared from said completed survey. This will add some cost/expense to the Buyer. The property will be transferred by a Quitclaim Deed.

However, the location is a positive for a commercial use, having visibility and access from the new improved, relocated RT 111A, even though the parcel slightly slopes down from RT 111A. The existing house could be converted into office space or possibly continue to be a residential rental. The subject property is well located near McDonalds and Klems, etc., near Exit 3, I-93 and has good demographics. The Town of Windham has changed the zoning to Gateway Commercial District, which in our opinion, is a positive. Should DOT crop the ledge located on the Range Road frontage, the section of the property the State plans to retain ownership on, will also improve the visibility of the site. Once the commercial building is removed by the State, it will open more available space for a new facility to be built.

According to the Town assessment records, the property is currently assessed for a total of \$808,600. In speaking with the Tax Assessor, we were told that the Town has just finished a revaluation and the ratio will be over 96% for 2015. The current 2015 tax rate is \$21.72/\$1000 which equates to \$17,563.00+/- real estate taxes based on the 2014 assessed value. However, should the ratio be 96% the 2015 real estate taxes may possibly be higher. The real estate taxes will be an additional expense to the Buyer.

Sale Comparables: We have selected three sold properties that we feel represents market comparables, even though some are more than a year old. Comparable properties for the subject property are few and far between. *(For more information on the properties, please see Exhibit A attached)* of Route 111 and Route 128.



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Property Comparison

22 Mammoth Road, Windham, NH: List price was \$259,900 and it sold on April 20, 2015 for \$245,000/\$159.51 PSF. The property consisted of a 1,536+/- SF house sited on 0.90+/- acre located in the Commercial/NBD zone. The house was rented and located one lot off of the lighted intersection of Route 111 and Route 128.

41 Range Road, Windham, NH: List price was \$1,250,000 and it sold for \$1,250,000/\$102.07 PSF, to the exiting Tenant on 05/10/2013. Larger parcel and buildings but it was serviced by private well and septic and was located in a split zone –PBD and Residential A. The zoning was somewhat of a negative and the State had taken most of the front land area on the building located on Route 111. Property had greater visibility and sold at a higher number because an owner/user purchased it.

43 Range Road, Windham, NH: List price was \$850,000 and it sold on 10/19/2012/ for \$740,000 or \$496,584 per acre. Even though the property had a small house on it, the value was the land and the location. The site was 1.49+/- acres and located in the PBD zone.

Market Comparables: We have selected three properties that are currently on the market in Windham that we feel represents market comparables. (*For more information on the properties, please see Exhibit A attached*).

63 Rockingham Road, Windham, NH: Property consists of a 4,022+/- SF flex-space/ mixed use building sited on a 30,492+/- SF acre, located on the corner of Route 28 and Roulston Road, in the CDA zone. It is currently being marketed for \$285,000/\$70.86 PSF. Office on first level and a one bedroom apartment on the lower level.

28 Indian Rock Road, Route 111, Windham, NH: 3.20+/- acre development site, located in the Village Center District (VCD) with frontage on Route 111, near Fire Department, Police Department and Nesmith Library. It is currently on the market for \$495,000/\$154,688 per acre.

47A Roulston Road, Windham, NH: 2.14+/- acre site, located in the Commercial (CDA) zone, currently being marketed for \$199,000/\$92,991 per acre. There is a pond on the site but apparently a 3000-5000 SF building will work on the site.



Commercial Real Estate Services, Worldwide.

Opinion of Value & Proposed Fee

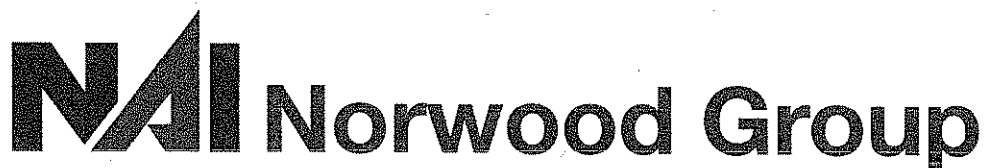
Highest and Best Use: As part of our marketing plan, as discussed below, we will work with a local civil engineering firm to perform, at no cost to the State, a highest and best use potential development scenarios. The potential for this site is that the existing house may not be the end use of the site, so we believe that it is important to get some concepts as to what could go on the site and that can help remove the mystery for a Buyer. Presently, it is difficult to determine who the Buyer will be, however we feel that the best purchaser for this property will more than likely be a developer who will build a bank, restaurant or another small retail property because of the visibility on Route 111A.

Opinion of Value: Because the actual acreage is unknown, we will determine the value based on the 3.55+/- acres as noted in the Request for Proposal. We have included information on three comparable properties that are currently on the market for sale as well as three properties that sold in the recent past. As far as the ones that are currently on the market, building per square foot sale prices are in the \$70.86 PSF range and land is selling in the range of \$93,000 - \$155,000 per acre on similar type properties. Based on this information, the house 1,500+/- SF would equate to a price of \$106,290 and the land would be between $\$93,000 \times 3.55 \text{ acres} = \$330,150.00$ and $= \$155,000 \times 3.55 = \$550,250$ which equates to a value between \$436,440 and \$656,540.

In our opinion, the marketing price should be in the range of \$586,500 - \$685,000, unless the actual acreage turns out to be less than 3.55+/-, if so, then the price will need to be adjusted accordingly. These prices are using a per acre price between \$126,000 and \$150,000. Hopefully, the property will sell in the range between \$553,550 and \$638,750.

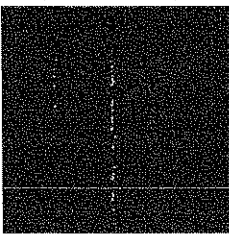
It should be noted that any Buyer will more than likely have a prolonged due diligence period in which they would seek to gain entitlements on the land. In the absence of that time for due diligence they may seek a discount to the purchase price.

Professional Fee: NAI Norwood Group will co-broke with other licensed real estate brokers who help consummate the sale of the subject property. Our fee will be: First \$500,000 of sales price, six (6%); \$501,001 to \$1,000,000 of sales price will be five (5%) and said fee will be due and payable upon transferring of the deed. The Seller shall pay the fee from the transaction funds.



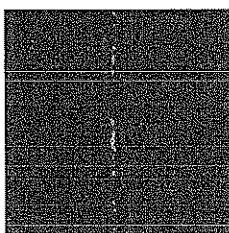
Commercial Real Estate Services, Worldwide.

Company Profile

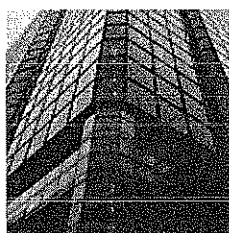


NAI Norwood Group is an affiliate of NAI Global, the world's leading managed network of independently owned commercial real estate brokerage firms. Through this network of 325 offices in 55 countries, NAI Norwood Group is able to leverage their strong local experience around the world. Whether your commercial real estate needs require local expertise, or you need brokerage consulting around the world, the firm is here to help. With our extensive background and strong local contacts, we are able to assist individual corporations in negotiating leases, sales, business brokerage, relocation, site selection and development.

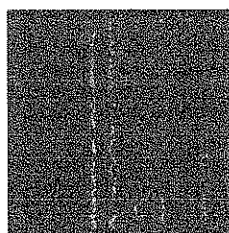
Founded in 1968 by Karl Norwood, The Norwood Group became one of the largest real estate firms in the State of New Hampshire. The company expanded into residential land development and home construction in the seventies and formed Norwood Group International, focusing on attracting foreign investors to form joint ventures in commercial real estate, primarily in the New England marketplace. In 2008 NAI Norwood Group opened a second location in Portsmouth, NH vastly widening services into the seacoast area. NAI Norwood Group has remained a viable leader in the commercial real estate field and has continued to hone its skills in this evolving world of sophisticated clients who demand services in dealing with the complexity of the current global market.



NAI Norwood Group offers a range of services to clients that include landlord representation, tenant/buyer representation, business brokerage, consulting, and development. NAI Norwood Group's affiliation with NAI Global enhances the services by spanning resources on a worldwide level.

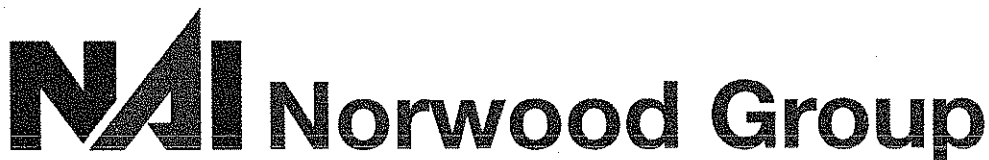


NAI Norwood Group is actively involved in the New Hampshire Association of REALTORS and company members have held numerous leadership positions within the organization. They are Charter Members of NH CIBOR (Commercial Investment Division of the New Hampshire Association of REALTORS), hold membership in CCIM (Certified Commercial Investment Member), SIOR (Society of Industrial and Office REALTORS), NEBBA (New England Business Brokers Association), and CRE (Counselors of Real Estate). In addition the group subscribes to industry specific trade organizations such as the ICSC (International Council of Shopping Centers).



Since 2000, NAI Norwood Group has sold 1,500+ acres of land totaling more than \$58 million. In addition, we've assisted clients in the acquisition and disposition of 2.8+ million square feet valued at \$191 million, in addition to over 1 million square feet of self-storage space valued at more than \$55 million.

It is the goal of our firm to service the requirements of a wide spectrum of the community in which we operate. This is why members of our firm routinely serve on boards and local civic organizations, from Chambers to Non-profits to real estate specific boards. Having been a trademark in the community for 40 years, the team looks forward to an extraordinary future.



NAI Norwood Group

Commercial Real Estate Services, Worldwide.

Judy Niles-Simmons Commercial Sales & Leasing



Scope of Service

Judy Niles-Simmons began her real estate career more than 20 years ago while working for a large residential developer. She has leasing managerial experience as she worked for large industrial facilities and was a principal in a commercial real estate brokerage firm.

Experience

Judy joined NAI Norwood Group in 1995. She has extensive experience in the development of land and in selling commercial/industrial investment properties. She also has experience in marketing multi-family residential projects in New Hampshire and Massachusetts.

Judy was presented the 2011 Community Service Award by NHCIBOR Cares. She was instrumental in the founding of this non-profit arm for NHCIBOR and served as the first President and as a Director. Judy continues to volunteer at Care-Givers and New Horizon Soup Kitchen.

Professional Affiliations & Designations

Licensed Broker in NH and MA.

Member of the NHCIBOR

Member of GRI

Significant Transactions

J Jill Group: Listing/selling agent, 91,920+/- SF

FCI : Selling agent for 49,000+/- SF/101 E.

Industrial Park Drive, Manchester, NH

Southern NH University: Listing agent for 405 +/- acres/mixed development

SMC Mgmt: Listing/selling Agent for 3 multi-family complexes

Home Depot: Joint ventured sale of a 200+/- acre development

Dajo Realty, LLC: Selling/leasing agent for sale of 21,726+/- SF/111 Zachary Rd, Manchester, NH

State of NH DOT: Listing/selling agent for sale of 11+/- acres/41 Range Road, Windham, NH

State of NH DOT: Listing/selling agent for sale of .99+/- Acres/247 Pleasant Street, Concord, NH

Contact information

Judy Niles-Simmons
NAI Norwood Group
direct 603 657 1926
office 603 668 7000
judy@nainorwoodgroup.com
nainorwoodgroup.com
116 South River Road
Bedford, NH. 03110

NAI Norwood Group

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Chris Norwood President



Educational Background & Experience

Graduated from Babson College with a Bachelor of Science in Business Management in 2003. Chris Norwood began his real estate brokerage career in 2000 when he became a licensed salesperson in the state of New Hampshire. Since that time he has assisted in closing tens of millions of dollars worth of sale and lease transactions over hundreds of thousands of square feet, as well as aided in consulting and valuation work.

Professional Affiliations & Designations

Member of the ICSC
Member of the NHCIBOR, 2012 President
Member of CCIM, 2008-09 Chapter President
Realtor of The Year, 2007 NH CIBOR
Member of NAI Global Leadership Counsel
Member of GMCC, Government Affairs
Member NHAR, Public Policy

Significant Transactions

- 2011-14 - Tenant Representation for 80,000+/-sf of office space for DYN Inc in Manchester, NH
- 2011 - Tenant Representation for 50,000+/- sf flex space for Resonetic's in Nashua, NH
- 2010 - Landlord Representation and consultation of sales/leasing/condo conversion of industrial space in Bow, NH.
- 2007 - Redevelopment and Seller Representation of a 300,000+/-sf mill in Ashland, NH

Volunteer Work

Member of the Manchester Community College Advisory Counsel

Board Member of Boy Scouts of America Daniel Webster Council


Scope of Service

Chris Norwood's primary focus is the sale and leasing of real estate space in the Southern New Hampshire market. He focuses exclusively on commercial property. Chris is also very involved with the overall strategic growth of the firm.

NAI Norwood Group

Commercial Real Estate Services, Worldwide.

Judy Niles-Simmons License


REAL ESTATE COMMISSION

License No. 013023

THIS IS TO CERTIFY THAT **JUDY J NILES-SIMMONS**
AMHERST, NH


is duly licensed as a real estate associate broker for:
KARL E NORWOOD

In accordance with all of the provisions of Chapter 331-A of the New Hampshire Revised Statutes Annotated and amendments thereto, and the rules and regulations of this Commission.

This license applies only to the person or persons named herein and shall remain in effect unless sooner revoked or suspended in accordance with the law.

SIGNED, SEALED AND ATTESTED:



NEW HAMPSHIRE REAL ESTATE COMMISSION

BY 
EXECUTIVE DIRECTOR

DATE OF LICENSE: **FEBRUARY 27, 2014**
TO **FEBRUARY 27, 2016**

EFFECTIVE DATE: **FEBRUARY 27, 2014**



FORM NO. **179719**



NAI Norwood Group

Commercial Real Estate Services, Worldwide.

Chris Norwood License


 *New Hampshire* 
REAL ESTATE COMMISSION

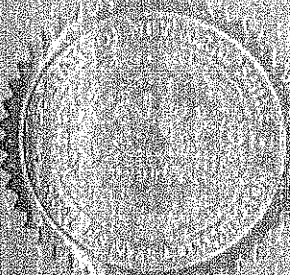
License No. 053237

THIS IS TO CERTIFY THAT **CHRISTOPHER A NORWOOD**
PORTSMOUTH, NH
is licensed as a real estate salesperson for:
KARL E NORWOOD

In accordance with all of the provisions of Chapter 331-A of the New Hampshire Revised Statutes Annotated and amendments thereto, and the rules and regulations of this Commission.

This license applies only to the person or persons named herein and shall remain in effect unless sooner revoked or suspended in accordance with the law.


SIGNED, SEALED AND ATTESTED:
NEW HAMPSHIRE REAL ESTATE COMMISSION
BY 
EXECUTIVE DIRECTOR



DATE OF LICENSE: **JULY 28, 2014**
TO **JULY 28, 2016**

EFFECTIVE DATE: **JULY 28, 2014**



FORM NO. **183106**



NAI Norwood Group

Commercial Real Estate Services, Worldwide.

Firm License

 *New Hampshire* 
REAL ESTATE COMMISSION

License No. 055594

THIS IS TO CERTIFY THAT **THE NORWOOD GROUP INC
D.B.A. NAI NORWOOD GROUP
BEDFORD, NH**


is duly licensed as a real estate firm and the principal broker is:
KARL E NORWOOD

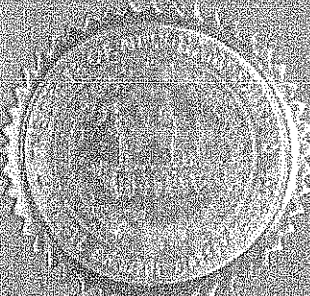
in accordance with all of the provisions of Chapter 331-A of the New Hampshire Revised Statutes
Annotated and amendments thereto, and the rules and regulations of this Commission.

This license applies only to the person or persons named herein and shall remain in effect unless
sooner revoked or suspended in accordance with the law.

SIGNED, SEALED AND ATTESTED:

NEW HAMPSHIRE REAL ESTATE COMMISSION


BY 
EXECUTIVE DIRECTOR



DATE OF LICENSE **JULY 26, 2014**
TO **JULY 26, 2016**

EFFECTIVE DATE **JULY 26, 2014**

FORM No. **182312**



NAI Norwood Group

Commercial Real Estate Services, Worldwide.

Marketing Strategy

Marketing Strategy: NAI Norwood Group uses a blend of traditional and internet based advertising methods.

Traditional: NAI Norwood Group will approach the abutters first to see if there is any interest in purchasing the property.

Advertising will be placed in local and regional publications when and where deemed necessary to provide maximum exposure and results. (New Hampshire Business Review and New England Real Estate Journal) Signage is very important, and we will place a sign, size to be determined, on the property.

We will also potentially, hold a Broker Open House at the property for local brokers to see the property and what uses could work on the site. This is subject to whether the utilities are on in the house and the restrooms are functional.

We will produce all in-house marketing flyers and packages to be distributed to interested parties and the Brokerage community through our various networks. We will use these for good old fashioned hand shaking and discussion with potential buyers, developers and brokers.

Web Based:

The property will be listed on NAI Norwood Group web page, LoopNet, New Hampshire Commercial Property Exchange (NHCPE), Northern New England Real Estate Network (NNERN), Craig's List and Co-Star. From these sites the property will be distributed to over three dozen other sites including: WMUR, Union Leader, Trulia, BizBuy, Sell, etc.

Social Media outlets such as Linked In and Facebook will have the property distributed.

NAI Norwood Group will send out a broadcast email to our active group of over 250 commercial real estate brokers in the area to inform them that the property is available.

Marketing Period: It is our opinion that it will take **6 to 9 months** to obtain a P&S on the subject property. Should the Buyer be a developer, they will more than likely look for **12-14 months** to obtain all permits and approvals and to close the transaction.

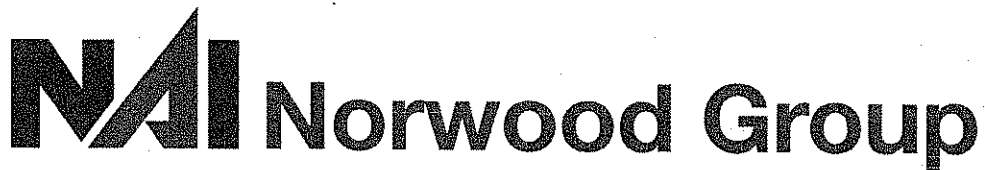


Commercial Real Estate Services, Worldwide.

Attachments

Exhibit A

Comparable Sales and Sold Properties



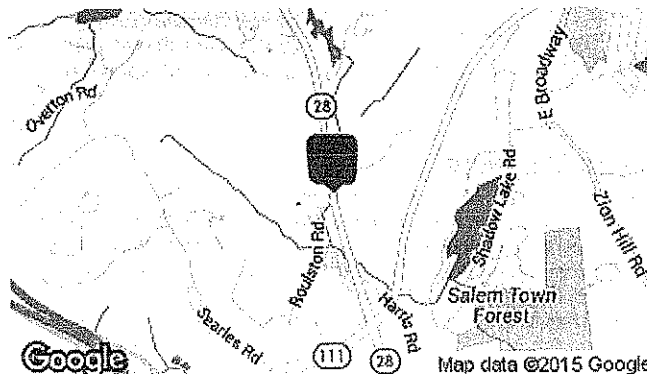
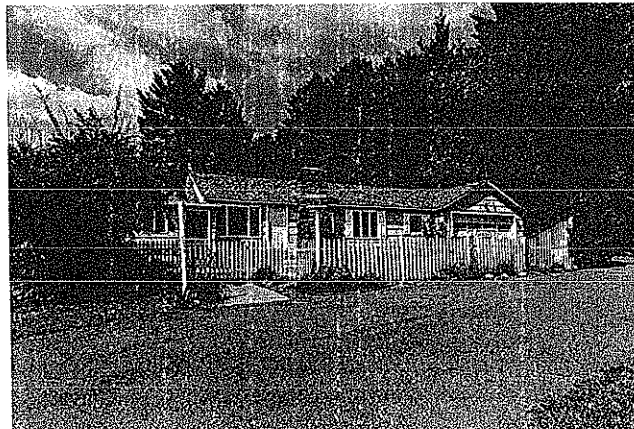
Commercial Real Estate Services, Worldwide.

Office / Retail or 2 Family

63 Rockingham Rd, Windham, NH 03087



Listing ID:	29847224
Status:	Active
Property Type:	Office For Sale
Office Type:	Flex Space, Mixed Use
Gross Land Area:	30,492 SF
Sale Price:	\$285,000
Unit Price:	\$70.86 PSF
Sale Terms:	Cash to Seller
Nearest MSA:	Boston-Cambridge-Newton
County:	Rockingham
Ceiling:	8 ft.
Tax ID/APN:	8/C/35
Zoning:	CDA
Property Use Type:	Investment, Vacant/Owner-User, Business
Class of Space:	Class C
Gross Building Area:	4,022 SF
Building/Unit Size (RSF):	4,022 SF
Road Type:	Highway
Property Visibility:	Excellent
Highway Access:	Close to Rt 93 at Exit 3 and Rt 111 on busy Rt 28 (Rockingham Rd
Year Built:	1970
Construction/Siding:	Wood Frame
Parking Ratio:	6 (per 1000 SF)
Parking Type:	Surface



Overview/Comments

Fantastic corner lot on RT 28 and Roulston Road in Windham. Large recently updated main floor. Bright and sunny ideal for office and or retail. Showroom.
Large 1 bedroom apartment downstairs with separate entrance..Big rooms bright and sunny...

Property Contacts



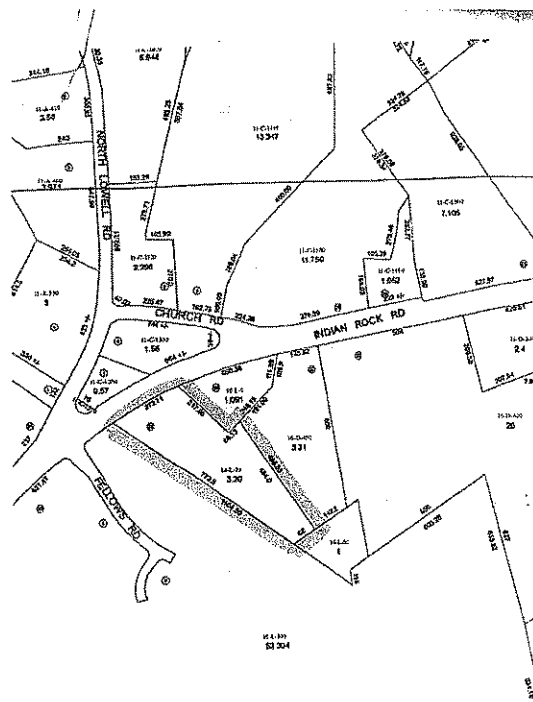
Douglas C Martin

KW Commercial
603-770-5199 [M]
603.836-2700 [O]
dougmartin@kw.com

Development Land

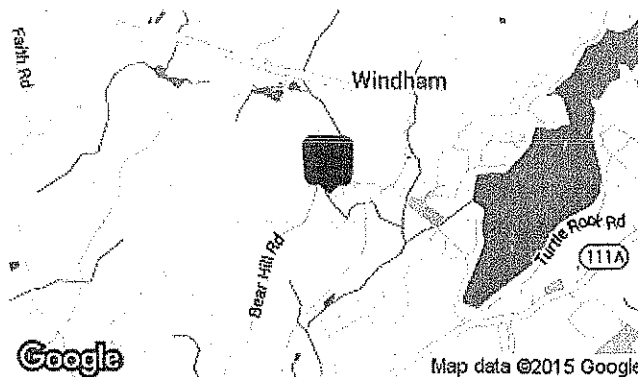
28 Indian Rock Road, Route 111, Windham, NH 03087

Listing ID:	29840264
Status:	Active
Property Type:	Retail-Commercial For Sale
Retail-Commercial Type:	See Agent
Gross Land Area:	139,392 SF
Sale Price:	\$495,000
Unit Price:	\$3.55 PSF
Sale Terms:	Other
Nearest MSA:	Boston-Cambridge-Newton
County:	Rockingham
Tax ID/APN:	00
Zoning:	ZONED VILLAGE CENTER DISTRICT (VCD)
Property Use Type:	Vacant/Owner-User
Building/Unit Size (RSF):	139,392 SF
Highway Access:	Via Interstate Route 93 north to Exit-3, turn left off ramp, and proceed to property one-mile on ...



Overview/Comments

3.20+/- Acres or 139,392+/- Sq. Ft. Development Land — SALE PRICE: 495,000.00;
FEATURES: Excellent location, Parcel is in Windham's Central Business District abuts the Town of Windham Fire Department, Police Station & Nesmith Library, Excellent Frontage Route 111, one-mile from Interstate 93, Exit-3. ACCESS: Interstate Route 93 north to Exit-3, turn left off ramp, and proceed to property one-mile on the left.



Property Contacts

Harry Shea

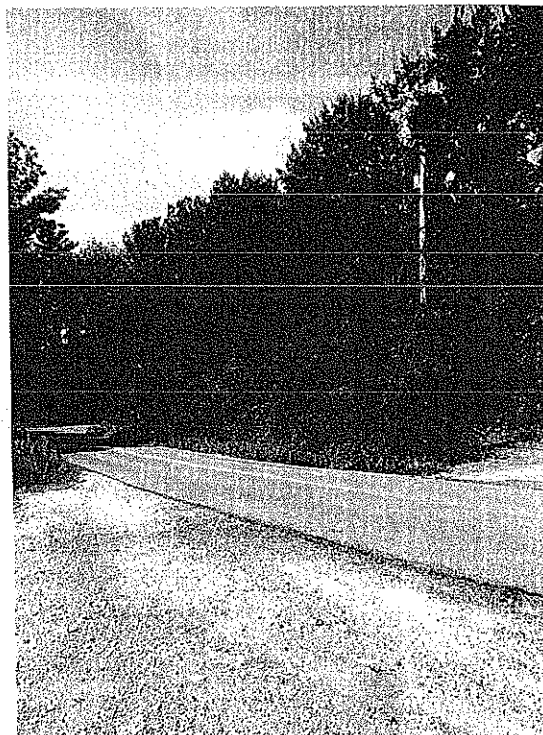
Shea Commercial Properties
603-893-7663 [0]
harry@sheacommercial.biz

Commercial/Industrial Land

47A Roulston Rd, Windham, NH 03087



Listing ID:	29896774
Status:	Active
Property Type:	Vacant Land For Sale
Possible Uses:	Hospitality, Industrial
Gross Land Area:	2.14 Acres
Sale Price:	\$199,000
Unit Price:	\$93,164 Per Acre
Sale Terms:	Cash to Seller
Nearest MSA:	Boston-Cambridge-Newton
County:	Rockingham
Tax ID/APN:	8-C0101
Zoning:	COMMERCIAL CDA
Property Visibility:	Excellent
Highway Access:	RT 93 at exit 3 in Windham is 3 miles away

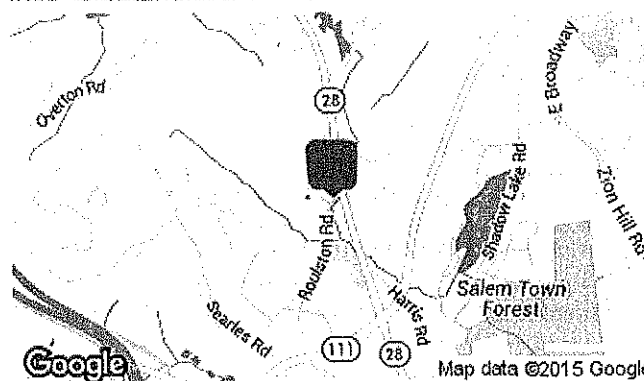


Overview/Comments

Here it is.. 2.136 acres in Commercial Industrial Land in Windham NH. Recently surveyed and ready for development. There is a pond on the site but a good building envelope.

A 3000-5000 sq ft building will work. Easy to show.. All marked out. I have plot plan.

Will need further engineering for final approvals.



Property Contacts



Douglas C Martin

KW Commercial
603-770-5199 [M]
603.836-2700 [O]
dougmartin@kw.com

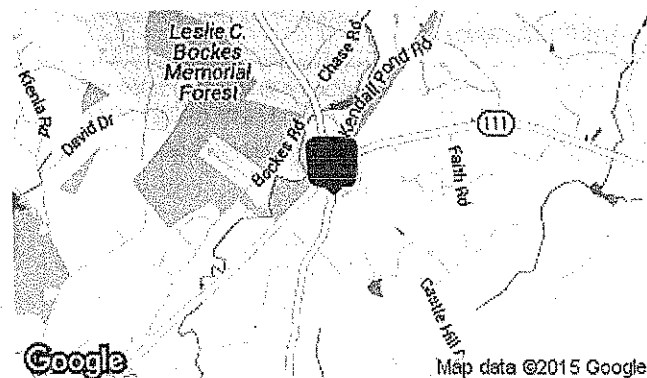
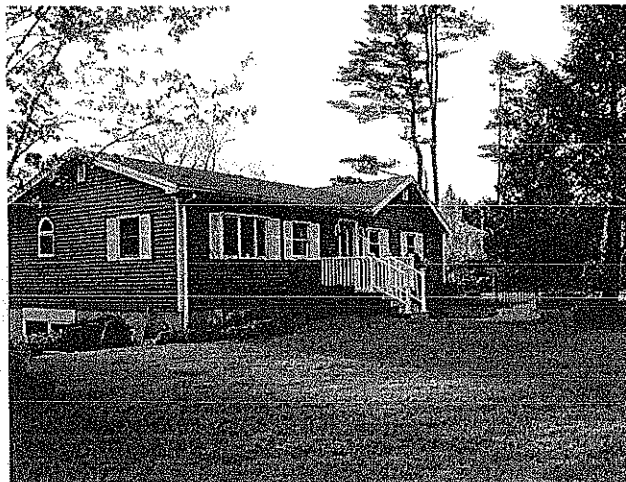
22 Mammoth Rd

22 Mammoth Rd, Windham, NH 03087



BERKSHIRE HATHAWAY
Verani Realty
Commercial

Transaction ID:	2066903
Property Type:	Retail-Commercial – SOLD
Retail-Commercial Type:	Convenience Store, Free-Standing Building
Gross Land Area:	0.90 Acres
Archived Date:	4/24/2015
Closing Date:	4/20/2015
Asking Sale Price:	\$259,900
Asking Unit Price:	\$169.21 PSF
Final Sale Price:	\$245,000
Final Unit Price:	\$159.51 PSF
Zoning:	COMMERCIAL; NBD
Days on Market:	2,129
Nearest MSA:	Boston-Cambridge-Quincy
County:	Rockingham
Tax ID/APN:	14-A-1000
Property Use Type:	Investment, Vacant/Owner-User
Property Status:	Under Renovation
Gross Building Area:	1,536 SF
Building/Unit Size (RSF):	1,536 SF
Road Type:	Highway
Property Visibility:	Excellent
Highway Access:	Located approximately 4.5 miles from I-93, Exit 3
Tenancy:	Single Tenant
Year Built:	1950
Construction/Siding:	Wood Frame
Parking Type:	Surface



Overview/Comments

Improved .902 acre lot with current rental income. There is a home on lot that was renovated in 2002. Lot is in commercial zone one lot off of lighted intersection of Route 111 and Route 128. This area is ripe for development. Join existing convenience & gas next door. Major road between exit 3, I-93 and Hudson and Nashua. Land bank & collect rent to capture future values or develop parcel now for new use. Conceptual drawing available.

****Residential:** Great home for today, but with value/investment for future! Improved .902 acre lot with newly renovated home. Flexible house with convenient location near Exit 3, I-93 & convenient to Hudson/Nashua. Home is currently being rented, thus rental could continue or ended for you to move in. It makes a nice residential ...

Property Contacts



Listing Broker

Scott Reiff

Berkshire Hathaway Verani Realty

603-845-9972 [0]

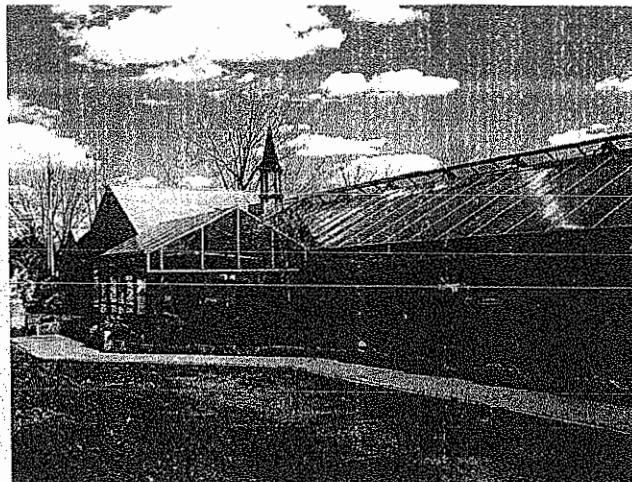
scott.reiff@verani.com

41 Range Road

41 Range Road, Windham, NH 03087

NAI Norwood Group

Transaction ID: 1688460
Property Type: Retail-Commercial – SOLD
Retail-Commercial Type: Free-Standing Building, Garden Center
Gross Land Area: 11.70 Acres
Archived Date: 5/10/2013
Closing Date: 5/10/2013
Asking Sale Price: \$1,250,000
Asking Unit Price: \$102.07 PSF
Final Sale Price: \$1,250,000
Final Unit Price: \$102.07 PSF
Zoning: MIXED
Days on Market: 388
Nearest MSA: Boston-Cambridge-Quincy
County: Rockingham
Property Use Type: Investment, Vacant/Owner-User
Property Status: Existing
Gross Building Area: 12,246 SF
Building/Unit Size (RSF): 12,246 SF
Year Built: 1975



Overview/Comments

Delahunty Garden Center currently occupies the property and they have a yearly lease with the State. The site is mixed zoning with the front portion measuring 1,000' from the center of Range Road is zoned Professional Business District and the rear section is zoned Residential A, with frontage on Canobie Lake. (There are wetlands in the residential portion). The property is serviced by on site wells and septic.

Property Contacts



Listing Broker

Judy Niles-Simmons

NAI Norwood Group

603-668-7000X-218 [0]

judy@nainorwoodgroup.com



Listing Agent

Chris Norwood

NAI Norwood Group

603-668-7000 - 212 [0]

cnorwood@nainorwoodgroup.com

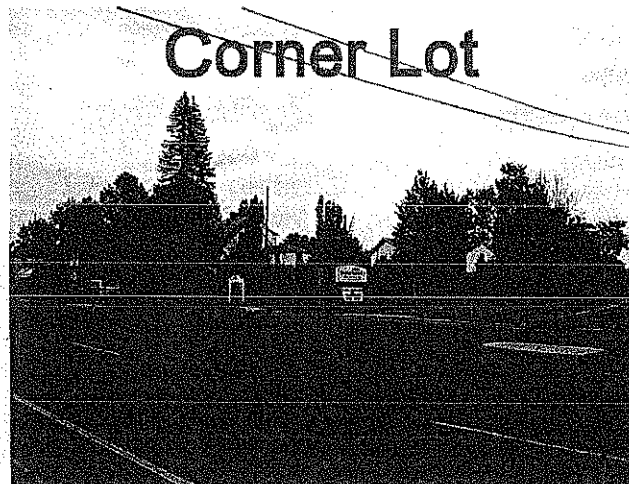
43 Range Rd

43 Range Rd, Windham, NH 03087



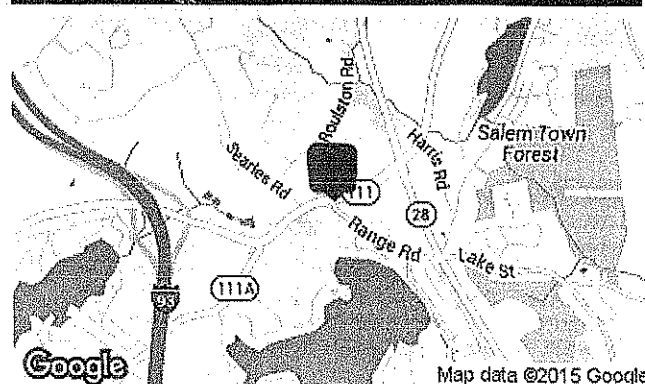
BERKSHIRE HATHAWAY
Verani Realty
Commercial

Transaction ID:	1586295
Property Type:	Vacant Land – SOLD
Possible Uses:	Retail
Gross Land Area:	1.49 Acres
Archived Date:	10/19/2012
Closing Date:	10/15/2012
Asking Sale Price:	\$850,000
Asking Unit Price:	\$13.10 PSF
Final Sale Price:	\$740,000
Final Unit Price:	\$11.40 PSF
Days on Market:	413
Nearest MSA:	Boston-Cambridge-Quincy
County:	Rockingham



Overview/Comments

1.49 +/- acre lot located at intersection of Route 111 (Range Road) and Delahunty Road. Property is currently utilized as a residential property with two living structures and various other outbuildings/garages. The value is in the location on State highway and at Interstate 93 exit. Heavy traffic counts. This is a very vibrant location with neighbors such as McDonalds, Mobile on the Run and Citizen's bank.



Property Contacts



Listing Broker

Scott Reiff

Berkshire Hathaway Verani Realty

603-845-9972 [0]

scott.reiff@verani.com

Selling Broker


Charlie McMahon

Coco, Eearly & Associates

- STATE OF NEW HAMPSHIRE -

-- BUREAU OF RIGHT-OF- WAY --

MEMORANDUM

TO: Charles R. Schmidt, P.E., Bureau Administrator 
FROM: Steve Bernard, Chief ROW Appraiser
DATE: March 18, 2016
RE: Market Value Estimate: 72 Range Road, Windham, NH

The purpose of this memorandum is to provide a market value estimate for the potential sale of the subject property in Windham, NH. This memorandum is prepared as a Restricted Use Report in accordance with USPAP (Uniform Standards for Professional Appraisal Practice, SR#2-2c) based upon my review of an appraisal completed by appraiser supervisor Laura Davies.

Davies Appraisal Review Summary

I have completed a review of an appraisal dated January 15, 2016 with an effective date of valuation of January 5, 2016 prepared for the Department of Transportation, Bureau of Right of Way by staff appraiser supervisor Laura Davies. The purpose of the appraisal was to estimate the market value of a surplus parcel of land located at 72 Range Road in Windham, NH

The subject of the appraisal is a 3.54± -acre parcel of land improved with a former dog kennel and single-family residence. The parcel is identified as being lot 17-H-30 on tax map 24 in the Town of Windham assessor's records and is located in the Gateway Commercial zoning district. The former dog kennel building is scheduled to be demolished in the spring of 2016, prior to the eventual sale of the subject property. The single-family residence was concluded to not have any contributory value due to its location on the property, age and use. The residence could be used however, as an interim use to help offset future demolition costs of the building.

The appraisal by Mrs. Davies was to estimate the market value of the subject property while considering the highest and best use of the property. *The concluded market value of the subject property was estimated to be \$1,350,000 as of January 5, 2016.*

The market value estimate concluded in the Davies appraisal was based primarily on the market data available at the time; enabling the use of the sales comparison approach. Mrs. Davies employed the sales comparison approach in order to arrive at an estimated market value for the subject parcel, as though vacant, taking into consideration that the single-family residence did not contribute to the value of the property under the highest and best use. The appraiser researched and applied 4 land sales in the Town of Windham for the approach to market value. One of those "sales" was a transfer that was supposed to have taken place; however, the final offer was not accepted and the transaction was never consummated. The Davies appraisal identified characteristics in the subject market that warranted comparative adjustments to the subject property. The primary market characteristics that the appraiser recognized as being most influential on market value were, the date of the sales, the location, lot size, traffic counts, zoning and road frontage. The appraiser concluded that there were measurable differences in market value when comparing the sales to the subject property. Although the sales comparison approach to value is the only method that would be relevant for purposes of this appraisal assignment, in my opinion, there are some significant comparative market adjustments applied during the analysis that would result in a different market value conclusion.

Market Value Analysis

No separate appraisal or land value appraisal has been prepared for this valuation analysis for the proposed sale of the subject parcel. I have reviewed the previously mentioned appraisal and relied on this appraisal and my own market research and sales investigations to arrive at a reasonable conclusion of value. My research also included extensive conversations with the commercial real estate broker who will eventually be marketing the subject property for sale. Points considered in the Davies appraisal are as follows:

- The subject has approximately 3.537-acres in area and is located in the Gateway Commercial zoning district.
- The subject has approximately 3.25 acres of land available for commercial development.
- The appraiser relied on the "grandfathered" status of the property – resulting in not acknowledging the impact of the Canobie Lake Watershed District – estimating 70% lot coverage would be possible.
- The appraiser concluded a significant increase in traffic patterns due to the proposed developments in the immediate area. These developments were the Ledgeview at Windham Center and Gateway Park.
- Large (25% -50%) adjustments were applied to the comparable sales for traffic counts and location; again, based on the proposed developments mentioned above.
- The subject lot is somewhat triangular shaped, the comparables are for the most part, rectangular – but no adjustment was applied.
- The appraiser did not have the opportunity to have an engineering firm plot out a conceptual use for the parcel, which illustrated the impacts of the 30% impervious area limitation set forth within the Canobie Lake Watershed District.

Additional Adjustments/Consideration

The Davies appraisal arrived at a market value of \$1,350,000 based primarily on the key factors mentioned above. In my opinion, after further review of the appraisal, research into the current market, and viewing the conceptual plan submitted by the commercial broker, the Davies appraisal does appear to be overvalued. In my opinion, the following influences on the concluded value should be reconsidered as to a more reasonable impact they may have on the market value of the subject property.

- Due to the setbacks associated with wetlands and the restrictions of developing within the Canobie Lake Watershed District, the estimated useable area of the subject is actually approximately 2.5 acres compared to 3.25 acres in the appraisal.
- The conceptual commercial site plan has taken into account the limitations of the districts and clearly indicates the reduced footprint of a commercial use due to the limitation of permitting only 30% impermeable surface on the subject site. This seriously reduces the potential utility of the subject site and is a significant difference from what was believed to be possible in the Davies appraisal. This situation would reasonably account for at least 30% to 50% of the estimated market value.
- The Ledgeview at Windham Center and Gateway Park commercial developments that the appraiser relied on so heavily for the location and traffic adjustments have stalled and may not be constructed for years; if at all as proposed. In the appraisal the adjustments in the market analysis for location and traffic counts were quite large, as stated before. Those adjustments were anywhere from 25% to 50% depending on the comparable. This

difference in the commercial outlook for the subject property would support a reduction of approximately 15-25% of the estimated market value.

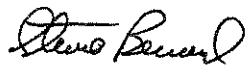
- Lastly, the triangular shape of the subject parcel is not a positive characteristic when developers are considering sites for commercial development. The shape is not as conducive to interior traffic patterns or obtaining maximum build-out with the proposed improvements. The comparable sales were somewhat rectangular in shape and therefore, more appealing in the market for commercial development. The analysis did not take into consideration the difference in parcel shape, which I believe is an important characteristic when a relatively small commercial lot is being considered. After considering the other, more critical comparison, it would be reasonable to expect that a difference in the market for the shape of the subject would warrant an adjustment of say, 10%.

Based on this, it would be my opinion that due to the changes in the information available to support a market value for the subject property, it would be reasonable to conclude that the appraisal dated January 15, 2016 is approximately 50% to 60% over valued.

This brief memo is considered to be a restricted appraisal report under the Uniform Standards for Professional Appraisal Practice (USPAP) under standards rule #2-2c. The NHDOT is the only intended client for this restricted report.

Based on my review of the Davies appraisal and my independent research and analysis I have concluded the estimated market value of the subject property at 72 Range Road in Windham, NH to be **\$675,000 to \$750,000, as of March 18, 2016.**

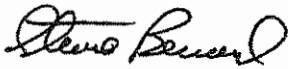
Please feel free to contact me with any questions or concerns you might have regarding this report.



Steve Bernard, NHCG #654
Chief ROW Appraiser

Appraiser Certification

1. I have no present or contemplated future interest in the real estate that is the subject of this appraisal report.
2. I have no personal interest or bias with respect to the subject matter of the appraisal report or to the parties involved.
3. To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or use of, this appraisal report.
5. This appraisal report sets forth all of the limiting conditions affecting the analyses, opinions and conclusions contained in this report.
6. No one other than the undersigned prepared the analyses, conclusions, and opinions concerning real estate that are set forth in this appraisal report.
7. The appraisal conforms to the Code of Professional Ethics and Standards of Professional Practice and the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation and the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).
8. This report is to be used only by the State of New Hampshire for negotiating a potential sale of the subject land.
9. I have not revealed the findings and results of the appraisal to anyone other than the property officials of the State of New Hampshire Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized by State officials, or until I am required to do so by due process of law, or until I am released by this obligation by having publicly testified as to such findings, and that;
10. The date of this memorandum report is March xx, 2016. Subject to the General Assumptions and Limiting Conditions, the estimated market value of the subject property as described herein is **\$675,000 to \$750,000.**



Steve Bernard, NHCG #654

March 18, 2016

Date

Appraisal Report

of

**Surplus Parcels – W111 and W112
Land and Building at 72 Range Road (Route 111A), Windham, NH**

**Property Owner:
State of New Hampshire**

**Effective Date of Value:
January 5, 2016**

**Prepared For:
Mr. Phillip J. Miles
Chief of Property Management
Bureau of Right-of-way
NH Department of Transportation
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483**

**Prepared By:
Laura J. Davies, NHCG - 529
Appraiser Supervisor
NH Department of Transportation
7 Hazen Drive
PO Box 483
Concord, NH 03302-0483**

FROM:	Laura J. Davies, NHCG #: 529 Appraiser Supervisor	DATE:	January 15, 2016
TO:	Phillip J. Miles Chief of Property Management	AT:	NHDOT - Bureau of Right-of-Way Concord Office
THROUGH:	Stephen Bernard, Chief Appraiser		
SUBJECT:	Market Value Estimate of a 3.537± Acre Parcel Improved with a Single-family Residence Located at 72 Range Road (Route 111A), Windham, NH Property Owner: State of New Hampshire		

Appraisal Problem: This memo constitutes an appraisal report for the above referenced subject property. The intended recipients and those requesting this report are officials, employees and agents of the New Hampshire Department of Transportation, Bureau of Right of Way.

The purpose of this appraisal is to estimate the market value of the fee simple interest in the property located at 72 Range Road, Windham, NH that is owned by the State of New Hampshire. This 3.537± acre site was acquired by the State via two transfers from the same party on May 4, 2006. The existing single-family home was constructed in 1955 and is currently vacant. A commercial building that had been used as a dog daycare facility will be demolished by the State of New Hampshire prior to any sale. The property is identified by the Town Assessor as Lot 17-H-30 on Tax Map 24. The subject is located in Windham's Gateway Commercial District. The effective date of value is January 5, 2016.

The appraised property consists of an irregularly shaped 3.537± acre lot with frontage on Range Road, formerly Route 111A, and the soon to be relocated NH Route 111A. The subject is improved with a 1,484 square foot, ranch style, wood-frame residence with an attached two-car 576 square foot garage that has been converted to a finished family room for a total finished area of 2,060 square feet. Electricity, telephone, cable TV, private well water and septic are on site.

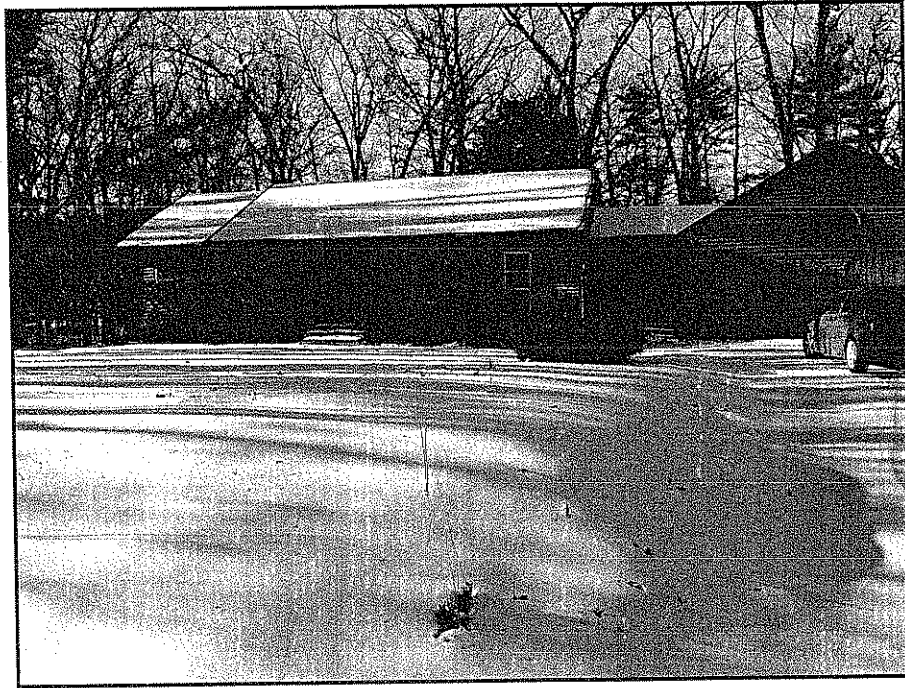
The parcel is being valued to assist the client—the New Hampshire Department of Transportation, its officials, employees and agents in providing a reasonable and supportable market value estimate of the real estate for possible transfer and/or redevelopment.

The attached report summarizes the basis of the value conclusions and provides definitions to specific terms. It also defines the Limiting Conditions, Hypothetical Conditions or Extraordinary Assumptions on which this valuation is based.

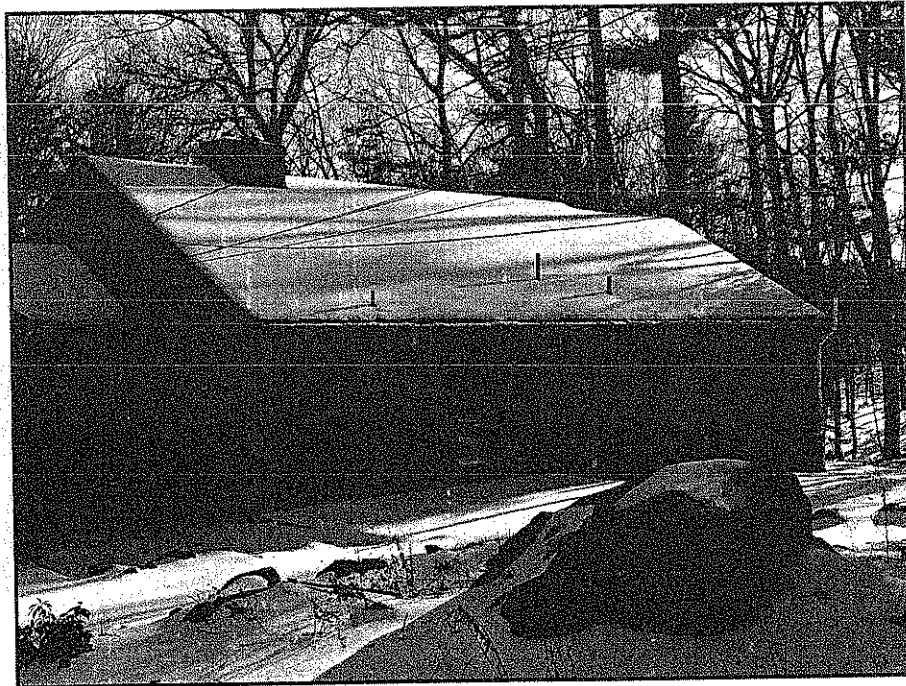
Based on the data collected and analyzed, in my opinion the market value of the fee simple interest of the property as of January 5, 2016:

\$1,350,000

Photographs of the Subject Property
Taken January 5, 2016 by Laura Davies

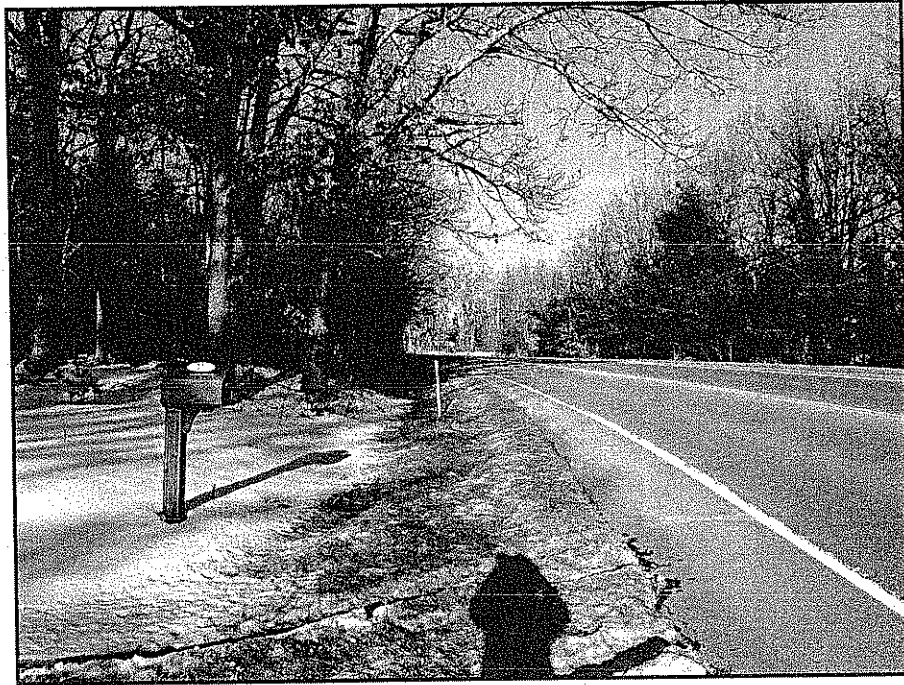


View of subject from Range Road, facing northwest.



Rear view of the subject facing south.

Photographs of the Subject Property
Taken January 5, 2016 by Laura Davies



View of Range Road facing northeast, subject at left.

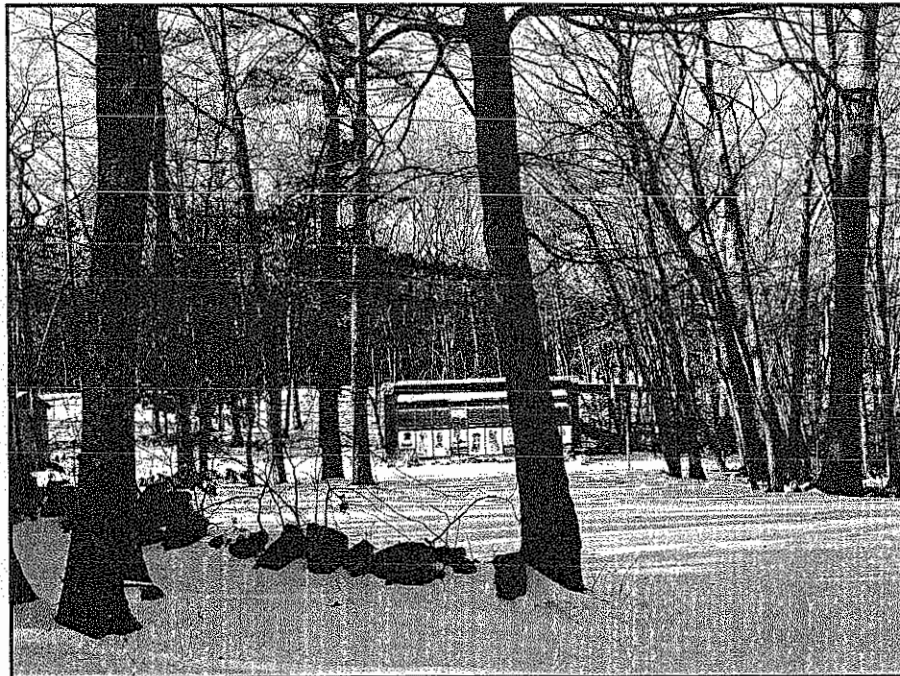


View of Range Road facing southwest, subject at right. The bridge over the former northbound barrel of I-93 has been removed.

Photographs of the Subject Property
Taken January 5, 2016 by Laura Davies

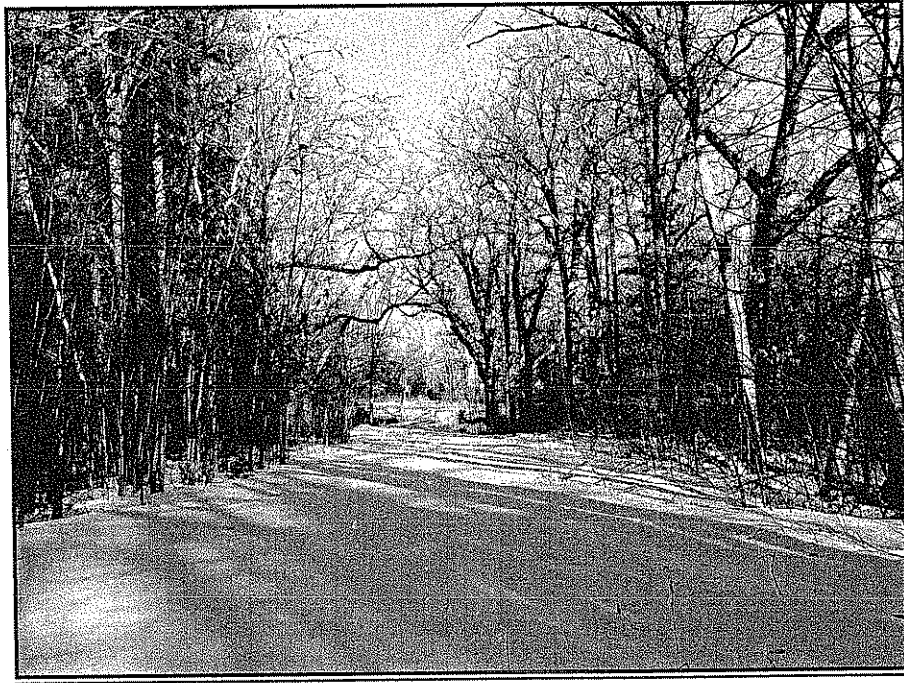


View across Range Road from the subject site.

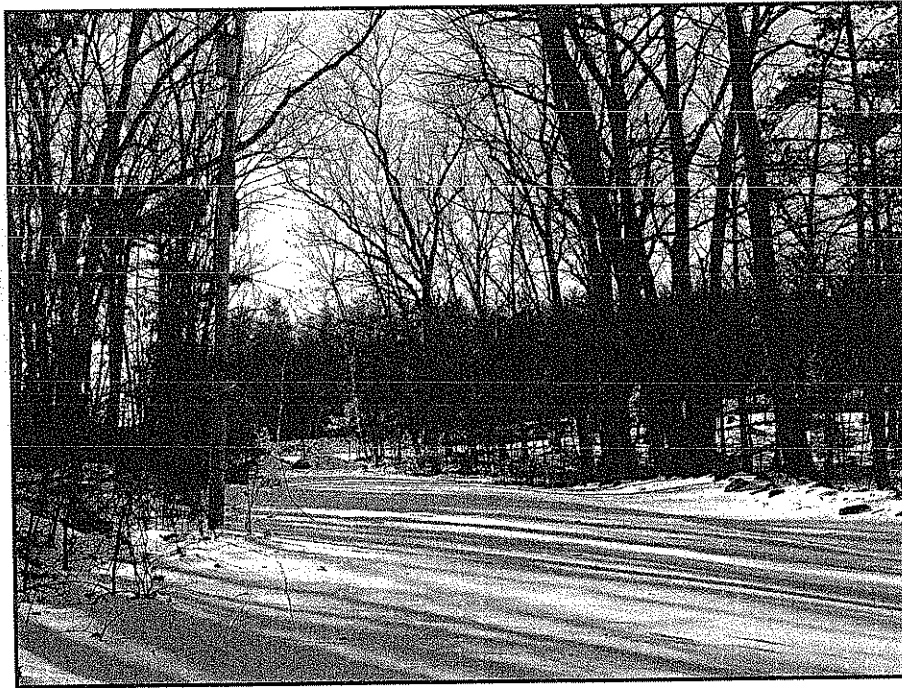


View of former Woof! Woof! Dog daycare facility, to be demolished by the State of New Hampshire prior to sale.

Photographs of the Subject Property
Taken January 5, 2016 by Laura Davies



View of former right-of-way for commercial building across abutting property .



View from interior of site toward future Route 111A, under construction.

General Assumptions

For this report I have assumed:

- All maps, plans, and photographs I used are reliable and correct.
- The legal interpretations and decisions of others are correct and valid.
- The parcel areas given to me have been properly calculated.
- Broker and assessor information are reliable and correct.
- The deeds and other legal information available are accurate.
- Information from all sources is reliable and correct unless otherwise stated.
- There are no hidden or unapparent conditions on the property or in the subsoil, including hazardous waste or ground water contamination, which would render the property more or less valuable.
- This appraisal report values only the real estate. It does not value personal property, computers, furniture, equipment, machinery, tools, business goodwill or inventory.

Extraordinary Assumptions and Hypothetical Conditions

This appraisal report assumes that the planned demolition of the former dog daycare building is complete and that the area has been loamed and seeded.

General Limiting Conditions

This report is bound by the following limiting conditions:

- Sketches and photographs in this report are included to assist the reader in visualizing the property. I have not performed a survey of the subject property or any of the comparable sales, and do not assume responsibility in these matters.
- I assume no responsibility for any hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures, or the engineering that may be required to discover or correct them.
- Possession of this report (or a copy) does not carry with it the right of publication. Furthermore, it may not be used for any purpose other than by the party to whom it is addressed without the written consent of the State of New Hampshire, and in any event only with the proper written qualification and only in its entirety. Neither all nor any part of the contents (or copy) shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the State of New Hampshire.
- Acceptance and / or use of this report constitutes acceptance of the foregoing underlying limiting conditions and underlying assumptions.

Purpose of Appraisal

The purpose of the appraisal is to estimate the market value of the owner's marketable rights and interest in the subject property, as of the effective date of the appraisal, by employing an Appraisal Report in conformity with the New Hampshire Department of Transportation Right-of-Way Manual, Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) (a/k/a Yellow Book), and Uniform Standards of Professional Appraisal Practice (USPAP).

Market Value

As referred to herein, the term Market Value is defined by *The Uniform Appraisal Standards for Federal Land Acquisitions*, as follows:

Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.

Property Rights Appraised

The unencumbered fee simple interest in the property has been appraised. Fee Simple interest is defined in the *Dictionary of Real Estate Appraisal, 5th edition*, (The Appraisal Institute, 2010), as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.

Date of Inspection

January 5, 2016.

Effective Date of Value

January 5, 2016.

Date of Report

January 15, 2016.

Intended Use

The intended use of this report is to assist the client— the New Hampshire Department of Transportation, and its officials, employees and agents in providing a reasonable and supportable market value estimate of the real estate for possible transfer and/or redevelopment.

Intended User

The reader should clearly understand that the use of this report is intended to be for the exclusive use of the New Hampshire Departments of Transportation.

Scope of Work

The scope of work identifies the type and extent of research and analyses in an assignment. My investigations and research included an on-site inspection and photographing of the subject property on January 5, 2016. I examined Town and County property records including assessment data and taxes, zoning regulations, the availability of public utilities, access, traffic counts. I researched the type and intensity of neighboring uses and reviewed information from the files of the Windham Community Development Office regarding proposed developments and from the New Hampshire Department of Transportation, including highway plans for NH Project No. 13933H of the reconstruction of Interstate 93, Exit 3.

I formed an opinion of the highest and best use of the subject site, as if vacant as well as for the property as improved, based on its legal, physical, and neighborhood land use characteristics, then determining the financially feasible and maximally productive uses for the property. I conducted extensive search for comparable commercial land sales based on my highest and best use conclusion, verified and analyzed the data selected for use in the sales comparison approach, developed an opinion of the value of the property, and prepared this appraisal report in compliance with USPAP 2-2(a) to convey my findings, the market data, and the analyses.

Property data was collected and compiled from several sources, including the Town of Windham, the Rockingham County Registry of Deeds, Northern New England Real Estate Network (MLS), Real Data, and local real estate professionals.

Property Identification

The subject property is identified as 72 Range Road in Windham, NH, a 3.537± acre parcel located on the north side of Range Road, currently also known as Route 111A, and the south side of the currently under construction future Route 111A, in Windham, Rockingham County that is owned by the State of New Hampshire. It is further identified by the Windham Assessor as Lot 17-H-30 on Map 24.

Listing, Transfer, and Ownership History

The State of New Hampshire obtained title to both the subject parcels including the existing improvements on May 4, 2006 for \$850,000 from Richard Shelton and Joan E. Shelton. This transaction is not considered an arm's-length transaction. The legal descriptions are recorded in Book 4651 Pages 1895 & 1896 in the Rockingham County Registry of Deeds and included in the addendum to this report. To the best of my knowledge, the subject parcels are not yet being marketed for sale or lease as of the date of value.

The property is not currently offered for sale, has not been listed for sale in the past 12 months and to my knowledge the property is not under contract or option, although it is the State's intention to offer the property for sale in the near future.

Present Use

The property is currently vacant. The commercial building is slated for demolition by the State. The single-family home will remain, as is.

Real Estate Tax Data

Property Assessment

Town Property ID	Land	Buildings	Total
Map 24, Lot 17-H-30	\$425,700	\$181,700	\$607,400

Real Estate Tax

Assessed Value	Tax rate/\$1,000	Real Estate Taxes
\$607,400	\$21.72	\$13,192.73

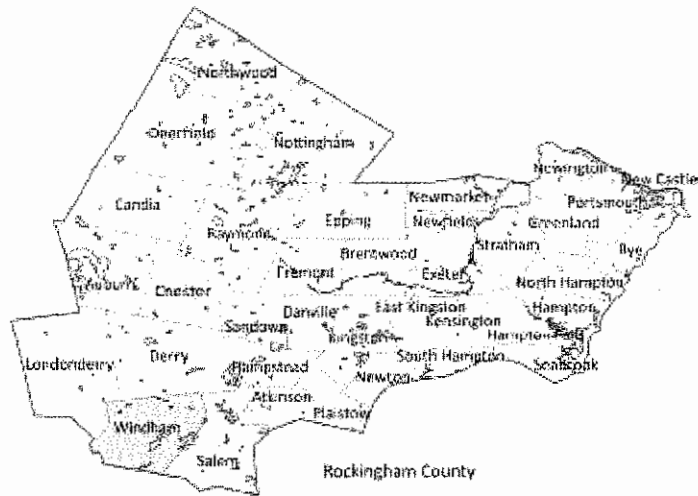
Comments

The subject property is owned by the State of New Hampshire and is therefore tax exempt. The State of New Hampshire, Department of Revenue currently estimates that assessed values in the Town reflect approximately 93.4% of true market value resulting in an effective tax rate of 2.03% of market value and an equalized assessed value of \$650,321. Assessment for *ad valorem taxation* is based on broad base techniques heavily weighted to residential properties and is not considered an accurate reflection of market value as defined in this report.

Area/Neighborhood Description

The town of Windham is located in southern Rockingham County and encompasses a total of 26.8 square miles of land area. The communities bordering Windham are Salem to the east, Pelham to the south, Hudson to the west, Londonderry to the northwest and Derry to the north.

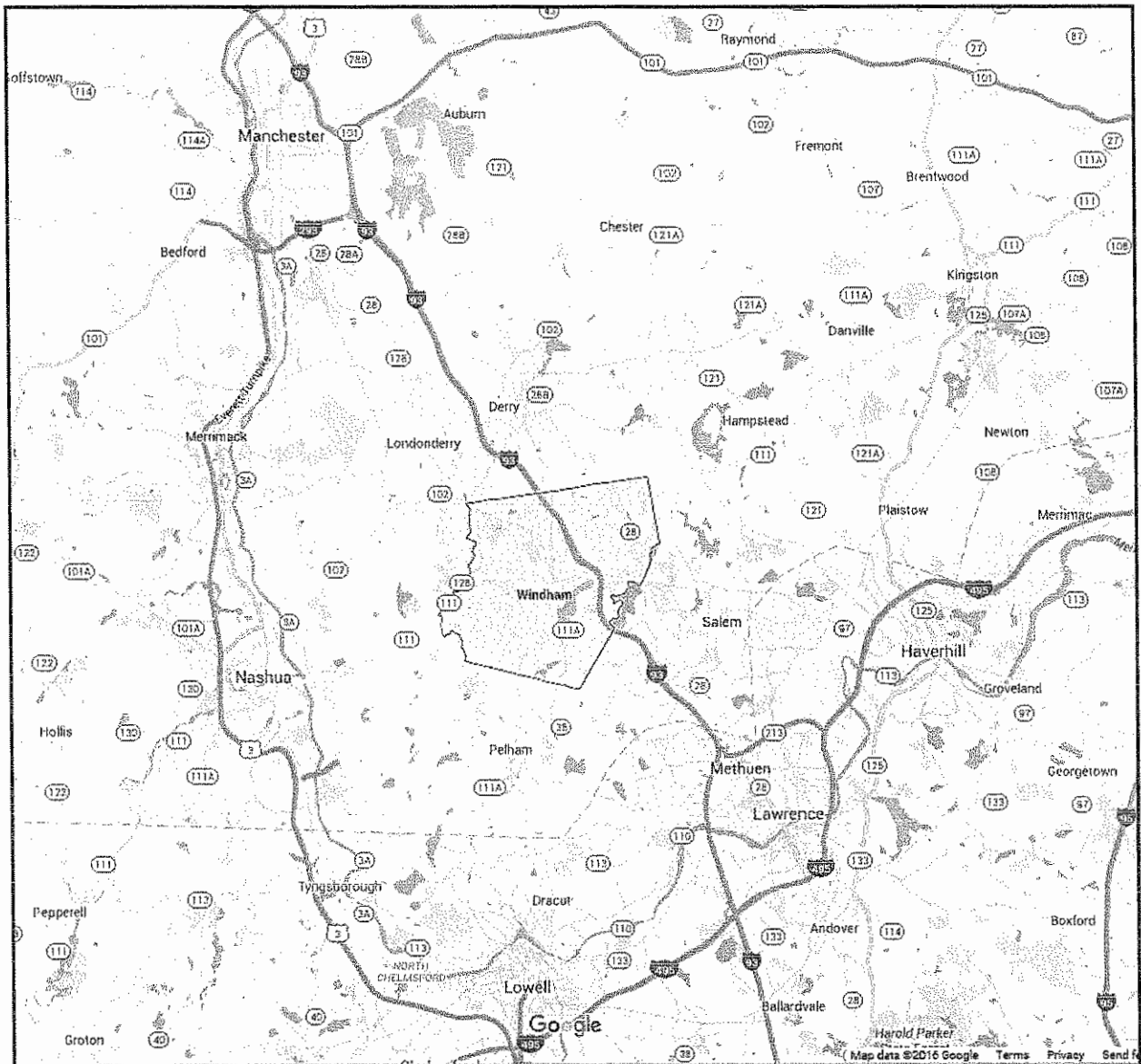
Interstate 93 passes from north to south through Windham, as well as State Routes 28 and 128. Routes 111 and 111A travel in a generally east/west direction and connect with Interstate 93 at Exit 3. This intersection is less than one-half mile north of the subject.



Easy access to I-93, Massachusetts and nearby Salem, NH are primary factors contributing to strong population growth in Windham. Windham is primarily a residential community with a 2013 population estimate of 13,777, according to the U.S. Census. This reflects a 53±% increase from 1990 and a 27% increase from 2000. Windham is considered an affluent bedroom community with median household income of \$113,170 per the 2013 American Community Survey. Despite this strong growth, Windham still has a low density of development at 515.6 persons per square mile of land area as compared with the neighboring community of Salem at 1,161.6 persons per square mile. The lack of municipal sewer and the limited availability of water though a private water company contribute to the lower density of development.

The town's commercial base is located along Rockingham Road (NH Route 28) near the Salem town line and along NH Route 111 from the intersection with Route 28 past the re-configured I-93 interchange and west to the town center. The extent of commercial development in town had been limited, but the economic recovery coupled with the near completion of the extensive construction related to the rebuilding of I-93 has resulted in a burst of new commercial development activity. Completed retail developments include two adjacent centers, a national drug store, a Shaw's Supermarket, a couple of national fast food restaurants and a number of service commercial uses. There are several office uses located in the same area including a recently completed development that houses a café, retail space, office space and an urgent care facility. Windham also has a growing industrial/office park located off of Range Road. Two large scale new mixed use developments are in the approval process, located on either side of the subject site. To the west, across the new Route 111A from the subject a \$25 million, 30± acre hotel/retail development is proposed and is currently seeking the variances needed for building height and impervious surfaces. To the northeast, along Range Road, a 30± acre mixed use development is going before the planning board at this writing. Near the village center preparations are underway and recent transactions have occurred for a mixed use, village style development involving several developers.

Area Map



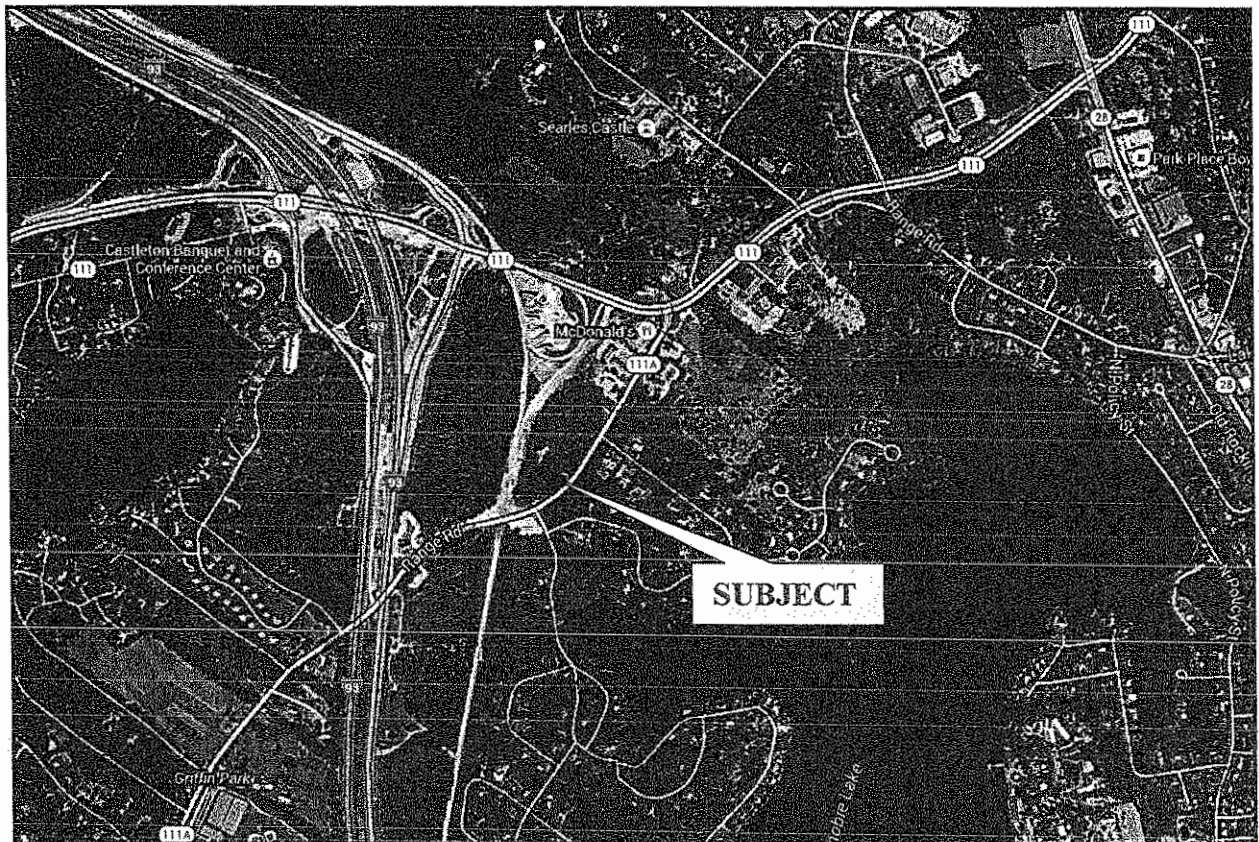
The subject neighborhood is defined as those commercially developed areas within the community as described above and extending along Route 111A (Range Road) past the subject property west to the Common Man restaurant by I-93. Range Road is a paved two lane state highway connecting with Lowell Road in Windham and continuing south through Pelham before connecting with Route 128. Traffic counts in the neighborhood were 80,000 on I-93 between Exits 2 and 3 in 2012, 25,000 on Route 111 west of Route 111A in 2009 and 9,100 on Route 111A south of Route 111 in 2013.

The subject neighborhood has been impacted significantly by the redesign of Interstate 93 in the Exit 3 area. The area is seeing a spurt of new development after a pause due to the

recession and the changing highway design plans. Construction to re-route Route 111A along the subject property's northern boundary is on-going.

Existing uses in the vicinity of the subject include vacant land, residential subdivisions across Range Road from the subject, Nault's Honda, multi-tenant office and retail developments, a branch bank, a McDonald's restaurant and Mobil gas station, , a new Dunkin Donuts, two full service restaurants, a former driving range in the planning stages for a new mixed use development and a greenhouse/nursery. There are numerous commercial properties currently on the market. As the construction on I-93 nears completion, the neighborhood is poised for commercial growth.

Neighborhood Map



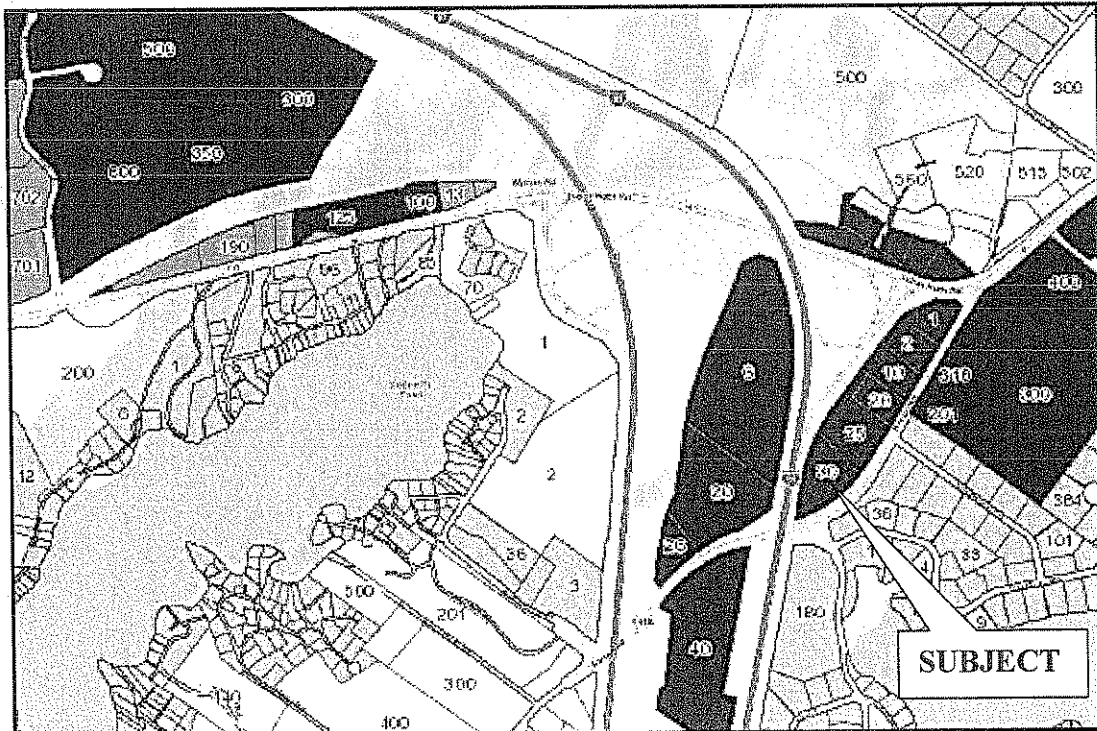
ZONING

The subject property is located in Windham's Gateway Commercial District. Permitted uses are subject to site plan approval and include retail and wholesale establishments (excluding wholesale warehouse distribution centers); eating and drinking establishments where consumption is primarily intended to be on the premises; medical and professional offices; business services; banks; civic, public, and institutional facilities; schools; day care facilities; personal and professional services and accessory buildings and uses.

There is no minimum lot size in this district. However the Applicant must demonstrate, to the satisfaction of the Planning Board, that there are adequate utilities, parking, water supply, and sewage disposal capacity – either on-site or available to the site – to safely support the use(s) proposed for the subject site. The minimum lot frontage is 50 feet. There shall be no front, side or rear lot line setback requirements except that there shall be a 20-foot setback from the Route 111 right-of-way, and the Route 111A right-of-way. The maximum building height is 35 feet and the maximum building coverage is 70%.

The mixed use of buildings is encouraged. Open squares or plazas, and pedestrian walkways, shall be provided. All utilities shall be located underground, except where specifically exempted by the Planning Board. The Planning Board will review each proposal for compliance with the stated purpose of the district to promote a mixture of complimentary land uses.

Zoning Map



PROPERTY DESCRIPTION - SUBJECT

Site Description - The subject property is a roughly triangular shaped site consisting of an estimated 3.837 acres less a 0.30 acre strip along the Range Road frontage at the western end that is being retained by the State of New Hampshire for the under-construction relocated Route 111A right-of-way, resulting in a net site area of 3.537 acres or 154,072 square feet, more or less. The town of Windham identifies the property on their tax maps as Lot 17-H-30 on Map 24. The property is further identified as 72 Range Road (Route 111A) in Windham, New Hampshire.

The property was formerly identified as two separate parcels and had operated as two separate uses. The portion that fronts on and is accessed via Range Road is improved with a 2,060 SF ranch style single-family home, recently rented. The rear portion, formerly accessed by a shared driveway off of Range Road, had been rented to Belinda Sinclair d/b/a Woof! Woof! Professional Dog Services, a dog daycare facility, dating back to the previous owners.

Based on the I-93 right-of-way Impact Plans (subject to change) submitted to the Right of Way Bureau on 6/1/2012, the subject site will have approximately 599' of frontage on Range Road, identified on the plan as the Route 111A Connector, which will no longer be a State Route in this section, and 634' of frontage on the proposed Route 111A (formerly the northbound lane of I-93 and the off-ramp for Exit 3). The plans call for "no control of access" along the subject's frontage on the proposed Route 111A. This means that the site would likely be developed with a new curb cut on the proposed Route 111A should the use change to a new commercial use. The site currently enjoys average exposure along Range Road, also referred to as the proposed Route 111A Connector, and that will continue after the reconfiguration of Route 111A to the northwestern side of the site.

The exposure to I-93 northbound has been removed due to the highway reconfiguration. The current exposure from Range Road will be less important as Range Road in that section will become a local road.

The W111 portion of the site had been accessed by a drive that cut across the frontage of the abutting parcel to the east for 380 feet before crossing the subject's easterly boundary and running westerly another 300 feet. In the Warranty Deed this drive is described as the former Range Road, discontinued in 1964. This paved right-of-way occupied 0.64 acre of the total land area of the subject parcel and has been discontinued.

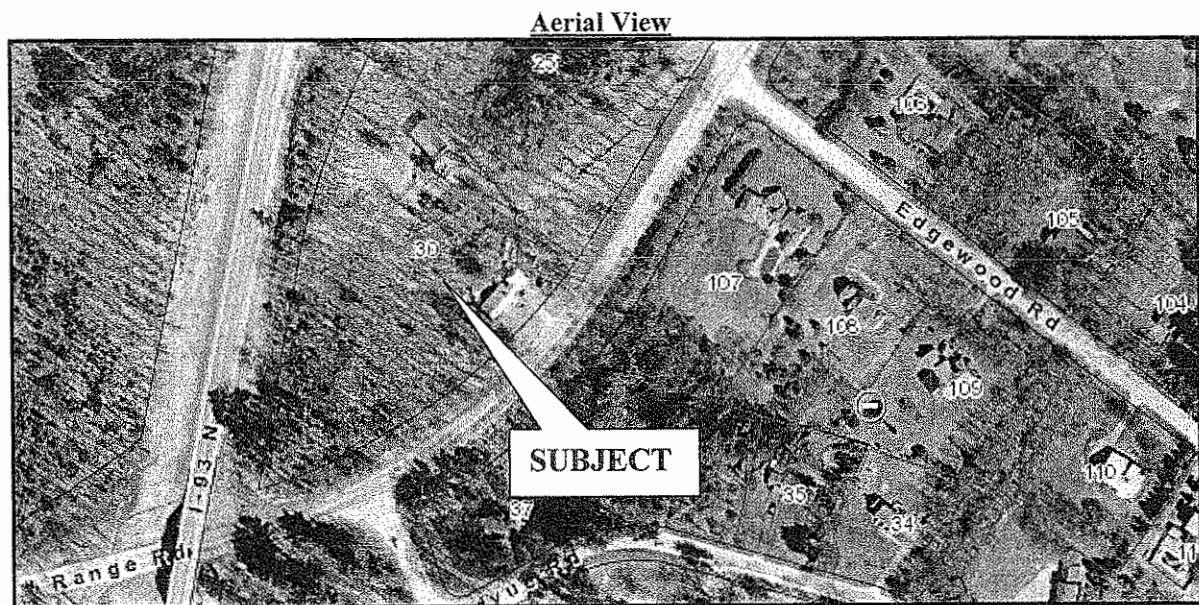
The parcel is mostly wooded with a mix of hardwoods and mature white pine trees. There are lawn areas around the existing residence. The terrain is level to gently rolling and there is exposed ledge visible along the southwestern boundary with Range Road in the vicinity of the area to be retained by the State to be added to the right-of-way. The majority of the parcel is at grade with Range Road, although there are raised areas of exposed ledge just outside the

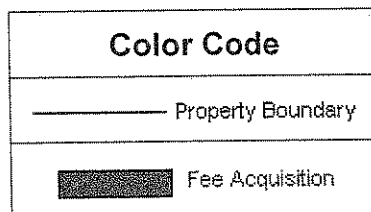
southern and western boundaries and a low area of delineated wetlands just east of the eastern boundary.

A previous appraisal prepared by this office dated December 29, 2006 included part of a conceptual plan prepared for an abutter that indicates a small area of wetlands in the southwestern corner of the subject site that were not noted during the site inspection or in the more recent right-of-way plans, which include delineated wetlands elsewhere. Based on this partial conceptual plan, the usable area of the subject site was calculated at $2.5\pm$ acres for the 2006 appraisal. My personal observations during an October 2012 inspection and the more comprehensive and recent right-of-way plans lead to a much greater estimated usable area. The portion of the subject site that falls within 100 feet of the delineated wetlands noted on the abutting site also includes the former shared drive, the to-be-razed commercial building and associated parking lot. These site and building improvements would likely be considered grandfathered, resulting in a minimal impact on usable area from the Wetlands and Watershed Protection District (WWPD), where new building construction is restricted by the Town of Windham. The WWPD could reduce the usable area of the subject site slightly even though there are no delineated wetlands on the site. The entire subject site can be used to meet setback requirements or coverage ratios. The usable area of the site is **very roughly estimated** at 3.25 acres.

Soils on the subject parcel are primarily Canton gravelly fine sandy loams on 3-8% slopes and Chatfield Hollis Canton complex on 8-15% slopes. Although well drained, the soils are typically located in areas of bedrock and some wetlands.

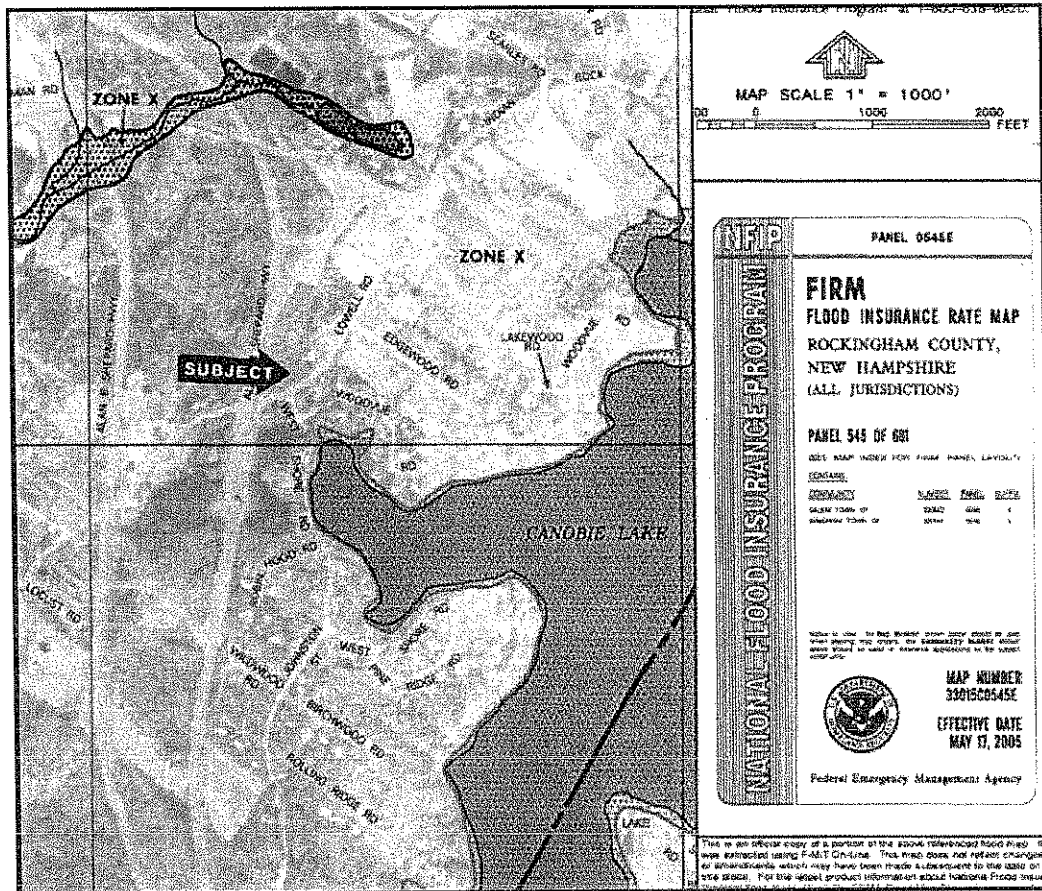
The site is serviced by on-site well and septic systems as well as telephone, electric and cable. Service is also available in this location from a private water company. A single-pole electrical service runs northerly along the subject's western boundary for approximately 250 feet and then turns east to service both the subject's existing improvements.



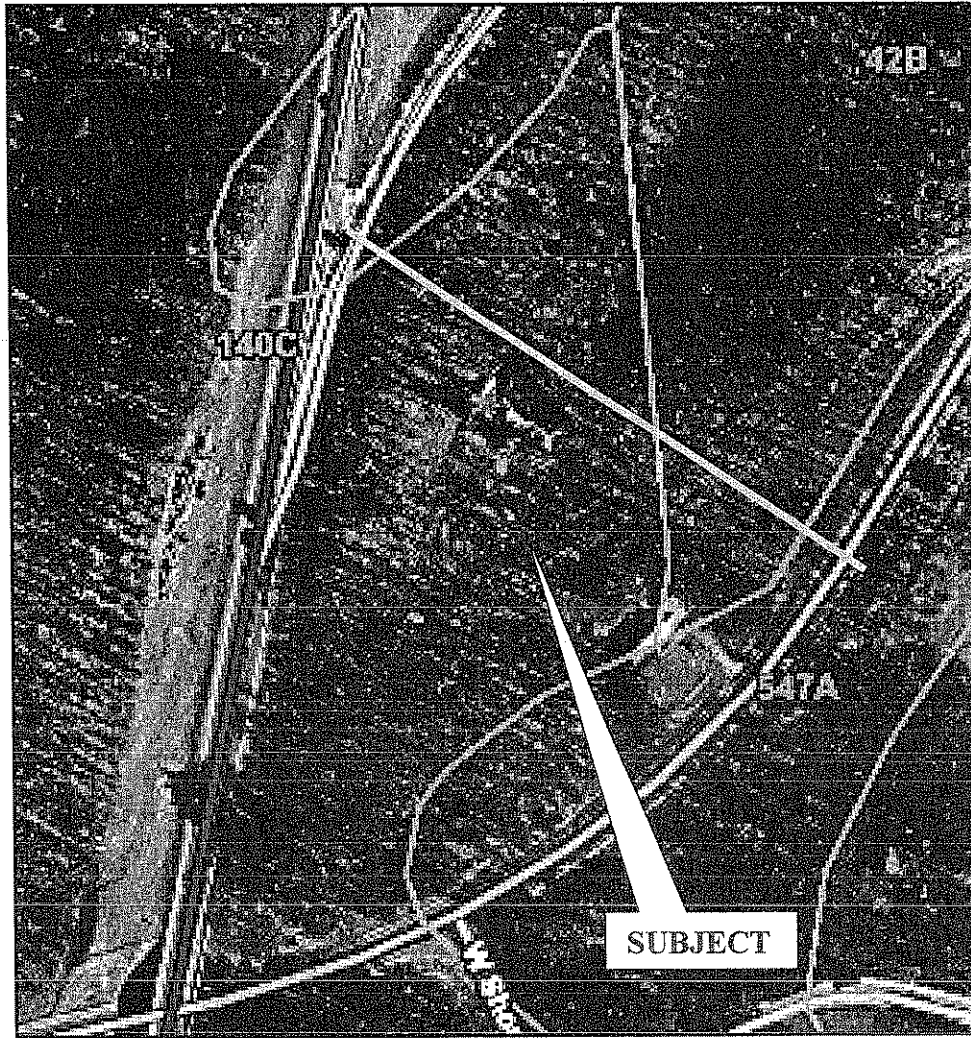


Flood Hazard Status – According to Flood Insurance Rate Map (FIRM) #33015C0545E dated 5/17/2005, the subject parcels are not located in a Zone A flood hazard (100 year flood). The subject is located in Zone X, an area of minimal flooding.

Flood Map



Soils Map



Map Unit Legend

Rockingham County, New Hampshire (NH015)			
Map Unit Symbol	Map Unit Name	Aores in AOI	Percent of AOI
42B	Canton gravelly fine sandy loam, 3 to 8 percent slopes	9.1	19.5%
140B	Chatfield-Hollis-Canton complex, 3 to 8 percent slopes, very stony	4.9	10.7%
140C	Chatfield-Hollis-Canton complex, 8 to 16 percent slopes, very stony	22.1	47.6%
547A	Walpole very fine sandy loam, 0 to 3 percent slopes, very stony	6.1	13.3%
547B	Walpole very fine sandy loam, 3 to 8 percent slopes, very stony	4.1	8.9%
Totals for Area of Interest		46.3	100.0%

Improvements Description – The currently vacant single-family residence was built in 1955 per the tax card and 1960 per previous appraisals. It consists of a 1,484± SF three bedroom, one and three quarter bath ranch style home with a 576± SF attached two car garage, originally partially finished as a photography studio and more recently utilized as a family room, for a total of 2,060± SF. The home has a full concrete block basement, partially finished but damp. There is a sump pump in the unfinished portion. The home also includes an unfinished, walk-up attic - currently boarded up, a fireplace, a rear deck, and a finished breezeway area.

The home appears not to have received comprehensive maintenance for some time. The roof appears to be at or near the end of its economic life, the exterior siding, window trim, corner and fascia boards have numerous areas of serious rot, and the exterior paint is peeling. The finished garage has a wall mounted propane fired hot air heater that is no longer in working order. In addition, some of the interior finishes are quite dated and worn, particularly the kitchen and bathrooms. The quality and condition of the home is somewhat inferior to the typical housing stock in the town of Windham. The home would have to be offered at a discount from typical comparable homes in the community in order to attract a buyer willing to invest in the necessary repairs and improvements.

The commercial building was built in 1985 per the tax card but previous appraisals report that the building was built in the 1960s and renovated and added to in 1985. The building was reportedly built to serve as a commercial repair garage with some fuel stored and dispensed on-site, but then was converted to photo studio, a dance studio and a music café before the most recent use as a dog daycare facility. The building is currently vacant. The low cost concrete block building is slated for demolition by the State prior to the sale of the property.

Highest and Best Use

Highest and best use is that physically possible, legally permissible, financially feasible, and maximally productive use that would result in the greatest net return. It must not be highly speculative nor predicated upon conditions anticipated in the too distant future.

As If Vacant - The subject parcels constitute a 3.537 acre site located in the Gateway Commercial District. The layout of Route 111A is in the process of being moved from the southern boundary of the subject site to the northwestern boundary of the site. This will result in the subject having 1,233 feet of road frontage on two of its three sides and access points on both roads. In addition there is a large amount of commercial development proposed for the subject's immediate area, on either side of the subject site. These factors, coupled with Windham's favorable income characteristic, make the subject site a very attractive commercial development parcel.

Based on the preceding analysis and the analysis of comparable commercial land sales to follow, the Highest and Best Use of the subject parcel is as a site for commercial development.

As Improved –The subject site is improved with a 1955-1960 built, ranch-style single-family residence and a separate commercial building slated for demolition. Both of the improvements are currently vacant.

The residence consists of 2,060 SF of above grade living area including the attached semi-finished garage. The home appears not to have received regular maintenance for some time. The finished garage has a wall mounted propane fired hot air heater that is no longer in working order. The roof appears to be at or near the end of its economic life, the exterior siding, window trim, corner and fascia boards have numerous areas of serious rot, and the exterior paint is peeling. In addition, the interior finishes are quite dated and worn, particularly in the kitchen and baths.

The quality and condition of the home is inferior to the typical housing stock in the town of Windham. The home would have to be offered at a discount from typical comparable homes in the community in order to attract a buyer willing to invest in the necessary repairs and improvements. Given the commercial zoning and the strong neighborhood trend toward increased commercial development, a change in use is considered quite likely in the near future.

Comparable single-family home sales were researched to derive a value range for the existing residential component of the property. Sales of homes in the 1,500 to 2,500 SF size range and built between 1925 and 1980 within the town of Windham from 2014 and 2016 were considered. The search yielded 19 sales in the \$249,900 to \$425,000 range for homes in superior condition, based on photos. Based on the comparable sales and the subject residence's condition, a value range of \$200,000 to \$300,000 appears reasonable for continued use as a residence. This is well below the value of the property as a commercial development site.

Based on the above factors the highest and best use of the subject as improved is concluded to be for demolition of the existing building and redevelopment to a commercial use permitted by right or by special exception, with a continuation of the existing residential use as a rental property on an interim basis through the marketing and planning stages of the use change process, estimated at 1 to 2 years.

VALUATION

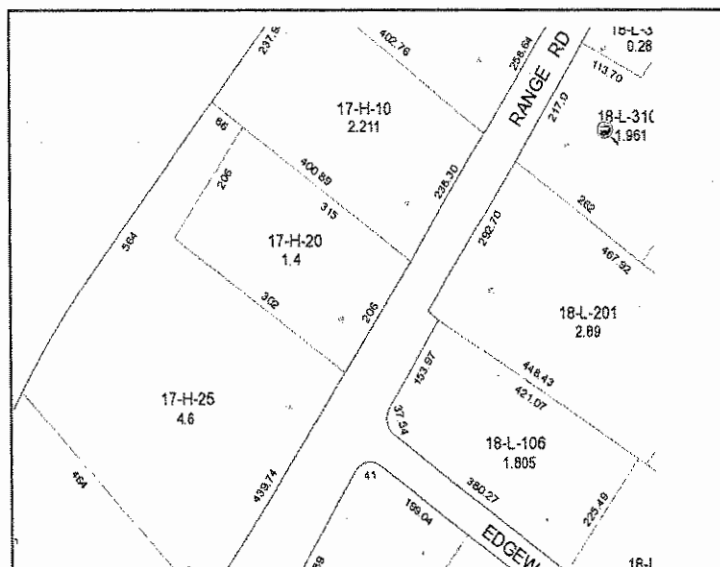
The three traditional approaches to value are the Income Approach, Sales Comparison Approach, and Cost Approach. Based on the Highest and Best Use conclusion, this analysis considers the market value of the subject's 3.537 acre site. The Sales Comparison Approach is the most applicable method of valuation. The Cost Approach was not utilized as the subject is being valued as vacant land, with no improvements considered. The Income Approach was also not utilized as the subject site, as vacant, would not be income generating. Typically commercial sites are only viable for land lease situations if there is some degree of approvals in place and more infrastructure in place, such as a cleared site with curb cuts and utilities in place, etc. The Sales Comparison Approach typically provides the best indication of value for undeveloped land. The Cost Approach and Income Approach are not developed in this appraisal.

SALES COMPARISON APPROACH

In the sales comparison approach, recent sales of similar properties are used in a comparative analysis to establish the most probable value of the property being appraised. Sales of sites suitable for commercial development of a permitted use in the Gateway Commercial District were researched for use in this analysis. The subject neighborhood has been in a process of transition from a low intensity commercial/residential neighborhood to a higher intensity commercial area. The comparable sales are from the subject neighborhood, thus reflecting this transition. A sufficient number of available commercial land transactions were found to develop this approach. In addition, an offer to purchase a high exposure commercial site that was recently declined for reasons other than price was also included as a recent indicator of commercial land values. All of the sales included in the analysis are from within the communities of Windham. Each sale is detailed on the subsequent pages.

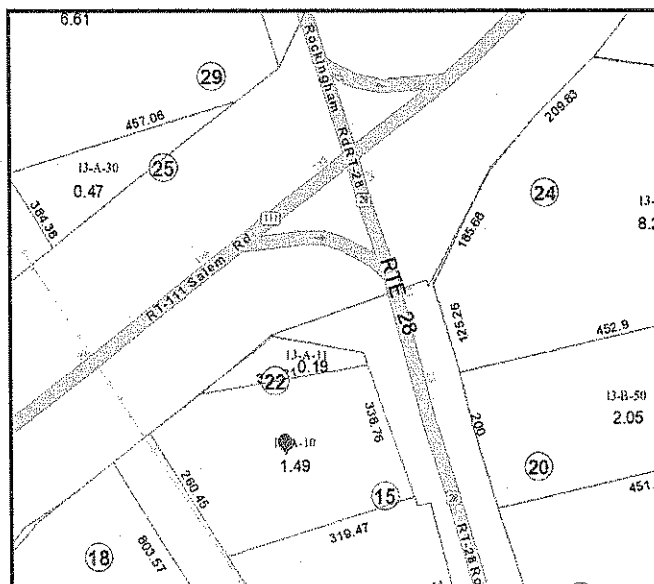
Summary of Comparable Land Sale 1

LOCATION: 64 Range Road, (Route 111A), Windham, NH
GRANTOR: Crucius Irrevocable Trust
GRANTEE: Karen L. Heller 1997 Trust
SALE PRICE: \$400,000
SALE DATE: March 24, 2011
DATE RECORDED: March 31, 2011
BOOK/PAGE: Rockingham County - 5205/512
RIGHTS CONVEYED: Fee Simple
CONDITIONS OF SALE: Abutter Purchase
FINANCING: None recorded
MAP/LOT: 17-H/20
SITE AREA: 1.46 Acres
UNIT PRICE: **\$273,973. per Acre**
ZONING: Gateway Commercial
ROAD FRONTAGE: 206' on Range Road (Route 111A)
SHAPE: Rectangular
TOPOGRAPHY/GRADE: Gently sloping/Slightly below
UTILITIES: Private well & Septic, Public water is accessible
EASEMENTS: None noted or disclosed
CONFIRMATION: Grantee, inspection and public records, by K. Madden
COMMENTS: The buyer is the owner of the abutting motorcycle and recreational vehicle sales facility. He purchased this site without approvals in place to allow for the expansion of his facility at some future date. He reports paying a premium above what the market would bear at that time for the site, which had been on the market for several years. The original listing price is reported to have been in excess of \$600,000. There have been no other transfers of this property within the past 5 years. A common access drive serving this property and several other lots to the northeast will provide access from the new 111A and be built by NHDOT.



Summary of Comparable Land Sale 2:

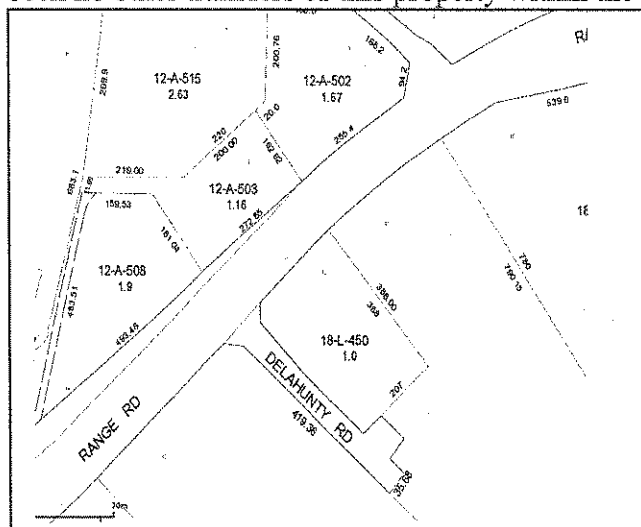
LOCATION: 15 Rockingham Road, (Route 28), Windham, NH
GRANTOR: CRBE, LLC
GRANTEE: A gas station developer
SALE PRICE: \$625,000± written offer
SALE DATE: July 2015
DATE RECORDED: N/A
BOOK/PAGE: Rockingham County - N/A
RIGHTS TO BE CONVEYED: Fee Simple
CONDITIONS OF SALE: Arm's-length
FINANCING: N/A
MAP/LOT: 13-A/10
SITE AREA: 1.49 Acres
UNIT PRICE: **\$419,463. per Acre**
ZONING: Commercial Business A
ROAD FRONTAGE: 338.76' on Route 28
SHAPE: Roughly square
TOPOGRAPHY/GRADE: Gently sloping/Above
UTILITIES: Private well & Septic needed
EASEMENTS: Slope easement along Route 28
CONFIRMATION: Public records, DOT ROW plans and broker, by L. Davies
COMMENTS: The prospective buyer is a developer of gas stations. The seller also owns the abutting lot to the south and has decided to sell the two parcels together, refusing the above offer. This parcel was improved. It was impacted in 2004 by a highway improvement project that required the demolition of the two buildings and a take of 0.32 acres. The vacant parcel has a single access point on Route 28. The approximate traffic count from 2014 on this portion of Route 28 is 16,000 VPD.



Site sketch:

Summary of Comparable Land Sale 3:

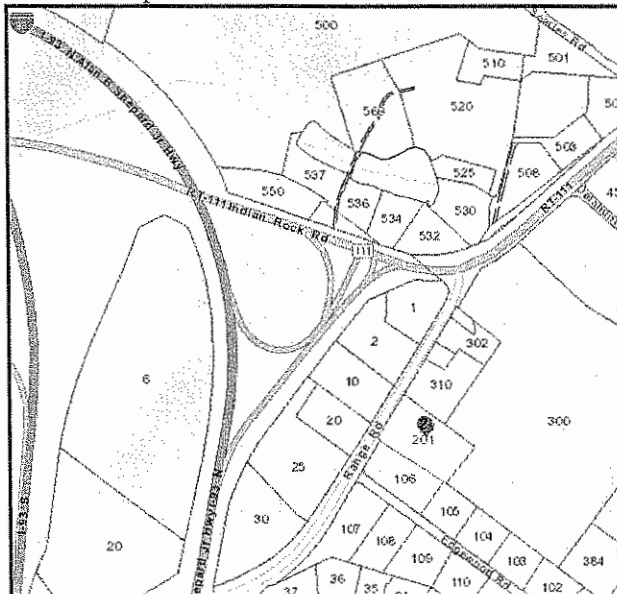
LOCATION: 43 Range Road, (Route 111), Windham, NH
GRANTOR: Janet A. Weigel, Judith E. Kaufman, Jennifer R. Huston & Jeffrey P. Bohne
GRANTEE: Cafua Realty Trust LIV, LLC
SALE PRICE: \$740,000
SALE DATE: October 15, 2012
DATE RECORDED: October 15, 2012
BOOK/PAGE: Rockingham County - 5366/2047
RIGHTS CONVEYED: Fee Simple
CONDITIONS OF SALE: Arm's-length
FINANCING: None recorded
MAP/LOT: 18-L/450
SITE AREA: 1.49 Acres, 1.49± Usable Acres
UNIT PRICE: **\$496,644. per Acre**
ZONING: Professional Business
ROAD FRONTAGE: 588' on Range Road (Route 111) and Delahunty Road
SHAPE: Roughly Rectangular
TOPOGRAPHY/GRADE: Level/At
UTILITIES: Private well & Septic, Public water is accessible
EASEMENTS: None noted or disclosed
CONFIRMATION: Broker, inspection and public records, by L. Davies
COMMENTS: Was improved with two residential buildings. The buyer put the property under contract and sought approvals to redevelop with a 9,000 sf building to house a Dunkin Donuts and additional retail/office space. This plan was denied in July 2012. The decision was appealed and the buyer decided to close on the site without approvals in place. The three unit retail office building is completed and occupied. There have been no other transfers of this property within the past 5 years.



Site Sketch:

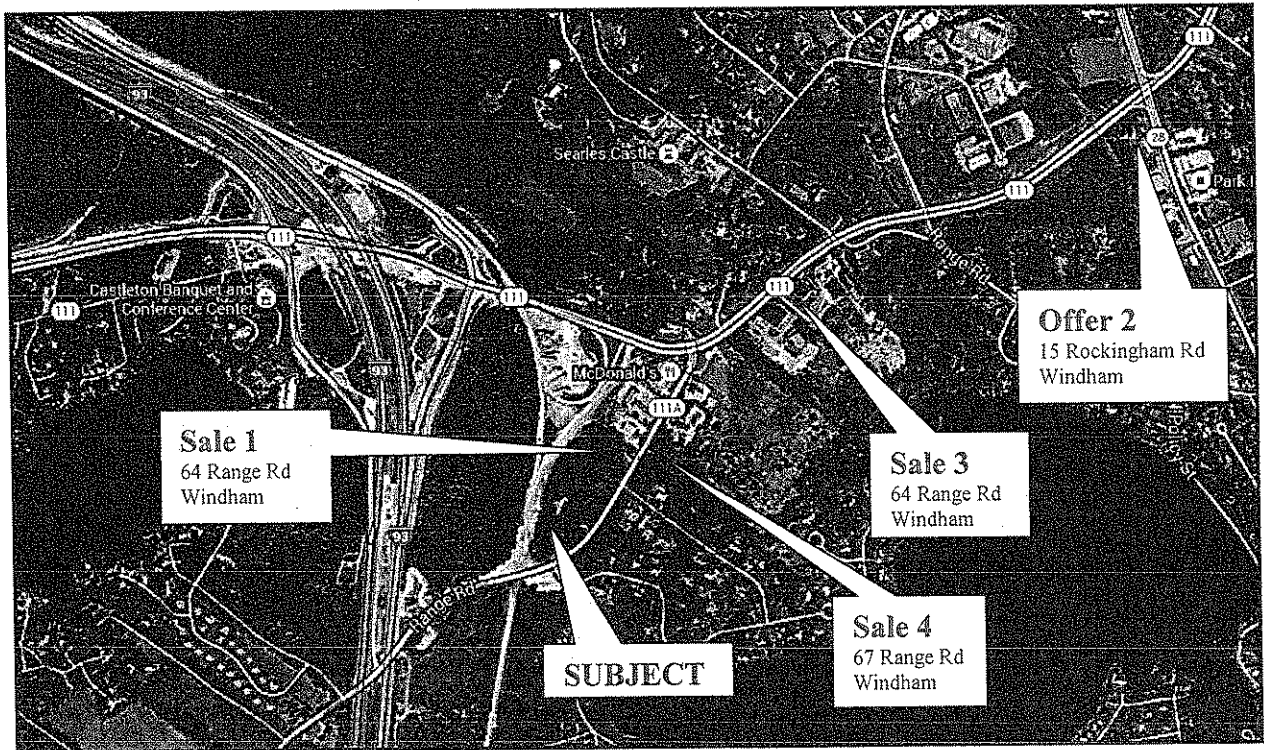
Summary of Comparable Land Sale 4:

LOCATION: 67 Range Road, (currently Route 111A), Windham, NH
GRANTOR: Stop & Shop Supermarket Co.
GRANTEE: Duck Pond RT, Deepak Sharma, Trustee
SALE PRICE: \$550,000
SALE DATE: October 21, 2015
DATE RECORDED: October 23, 2015
BOOK/PAGE: Rockingham County - 5664/2261
RIGHTS CONVEYED: Fee Simple
CONDITIONS OF SALE: Abutter purchase
FINANCING: None recorded
MAP/LOT: 18-L/201
SITE AREA: 2.89 Acres,
UNIT PRICE: **\$190,311. per Acre**
ZONING: Professional Business
ROAD FRONTAGE: 379.4' on Range Road
SHAPE: Rectangular
TOPOGRAPHY/GRADE: Level/At
UTILITIES: Private well & Septic
EASEMENTS: None noted or disclosed
CONFIRMATION: Broker, buyer and public records, by L. Davies
COMMENTS: The buyer needed a second point of access in order to develop a 29± acre parcel he had recently purchased. This parcel will provide the second access point onto Range Road in a section that will soon be going from a State Route to a town road, thus reducing the traffic volume significantly. The buyer has a large scale mixed use development in the approval process for the assembled parcels.



Site Sketch:

Sales Location Map



Commercial Land Sales Analysis

Commercial sites are typically marketed and sold on a per acre basis. As a result, the subject site and the comparable sales are analyzed on a price per acre basis.

All of the comparable sales involved the transfer of the fee simple interest and were cash transactions or used conventional financing so no adjustments for property rights or financing were required.

Buyer/Seller Motivation

Sales 1 and 3 were purchased by the owners of abutting property. Both transactions were examined for atypical buyer/seller motivation. The buyer of Sale 1 is the owner of the abutting motorcycle and recreational vehicle sales facility. He purchased this site without approvals in place to allow for the expansion of his facility at some future date. He reports paying a premium above what the market would bear at that time for the site, which had been on the market for several years. This sale is adjusted down by 5% for the above average buyer motivation. Sale 4 was also purchased by the owner of an abutting 29.53 acre parcel to assemble the lots and provide a second access point to allow for a large scale mixed use development currently in the approval process. The buyer reports that he paid an abutter premium because he needed the second access point. This sale is adjusted down by 10% based on the interview with the buyer and the broker, who felt the transaction reflected market value.

Expenditures Immediately Following Sale

Sale 1 is improved with an antique colonial residence that will be moved to an adjacent site at no expense to the buyer. No adjustment for the cost of dealing with the existing improvements is warranted. Land Sale 3 also was sold with two small residences that were demolished to allow for commercial development. Sale 3 is adjusted by the estimated demolition cost of \$10,000.

Each of the sales are compared to the subject site and adjusted for the following factors: date of sale, site size, location, projected traffic count once the reconfiguration of the roads around Exit 3 is complete, zoning, road frontage, and utilities. The analysis includes percent adjustments, reflecting the market reaction to those items of significant variation between the abutting site and comparable properties. If a significant item at the comparable property is superior to, or more favorable than, the subject, a negative (-) adjustment is made thus, reducing the indicated value for the subject site; if a significant item in the comparable property is inferior to, or less favorable than the subject site, a positive (+) adjustment is made therefore, increasing the indicated value for the subject site.

Date of Sale

The sales presented occurred between March 2011 and October 2015. There has not been sufficient commercial development land sales that are straight-forward enough to yield a clear indication of the trend in the values of this property type. However, there has been an increase in the volume of commercial land sales activity locally, and in the number and scale of proposed commercial development projects in the immediate area to support an

appreciation adjustment beginning in January 2012. Therefore, the sales have been adjusted for changes in market conditions by a modest 3% per year or 0.25% per month from January 2012 to the date of value. The offer that Sale 2 represents has not been adjusted for date of sale.

Site Size

The subject site is 3.537 acres. Lot size tends to have an inverse relationship with price per acre. Sale 4 is relatively similar to the subject in site size and is not adjusted. Sales 1, 2 and 3 are all just under 1.5 acres and warrant an adjustment for their smaller site size of -15%.

Location

Location is an important factor affecting property values. The subject property is a corner site with good visibility, direct access and frontage on two streets, one of which is a State Route. Sales 2 and 3 are both located on State Routes and are at or very near a corner, offering heightened visibility. These sales are roughly comparable to the subject in location and not adjusted. Sales 1 and 4 are interior lots, lacking the exposure of a corner location and are adjusted up by 20% and 25%, respectively.

Projected Traffic Count

The subject is at the intersection of Range Road and the future layout of the relocated Route 111A with a projected traffic count of 10,900 vpd upon completion. Much of that traffic is currently traveling along Range Road, which is currently also known as Route 111A. Range Road is projected to have a traffic count of 2,300 vpd once the course of Route 111A is changed, for a total projected traffic count of 13,200 vpd past the subject site.

Three of the comparable sales also front on State Routes within the subject neighborhood. Their actual or projected traffic counts were compared to the subject's as a basis for adjustment. Sale 1, although it will not have frontage on the relocated Route 111A, will be served by an access drive that NHDOT will construct to provide access to several lots fronting on the new 111A in an area of controlled access near the signalized intersection with Route 111. The result will be exposure to roughly the same traffic as the subject site, requiring no adjustment.

Sale 2 is located very near the corner of Routes 111 and 28 but only has visibility and access from Route 28, with a 2014 traffic count of 16,000 vpd. This sale has been adjusted down by 15% for its superior traffic count.

Sale 3 is on Route 111 in an area with a 2014 traffic count of 12,018 vpd. This is quite similar to the subject's projected traffic count and has not been adjusted.

Sale 4 has frontage on Range Road in the area projected to have a traffic count of 2,300 vpd once the course of Route 111A is changed. This is a low level of exposure to traffic for a commercial use. This sale has been adjusted up by 50% for its inferior projected traffic count. This adjustment is based on a paired sales analysis with the average of Sales 1 and 2 after all adjustments were applied. The analysis indicated the net adjustments warranted

totaled 115%. This was scaled back to 95% based on the appraiser's judgment and then allocated between the differing factors.

Road Frontage

The subject site will have 1,233± feet of frontage on two streets offering excellent exposure to passing traffic. Sale 3 is a corner lot and also offers extensive, although much less, frontage. This Sale has not been adjusted. Sales 1, 2 and 4 have less road frontage and are adjusted up by 20%, 10% and 10%, respectively.

Utilities

The subject site and Sales 1 and 3 benefit from access to municipal water, while Sales 2 and 4, require on-site wells. The cost associated with the installation of these wells, as well as the site limitations they impose require an adjustment to these Sales. An upward adjustment of 10% has been applied to Sales 2 and 4 based on the typical costs for installing a well as well as the additional site area required to accommodate the necessary well radius. Both sales have been adjusted up by 10%.

The sales comparison grid on the next page illustrates the comparable sales and outlines the application of the adjustments

Sales Comparison Grid									
Item	Subject Property	Comparable Sale 1		Comparable Sale 2		Comparable Sale 3		Comparable Sale 4	
Location	Parcels W111 & W112 70-72 Range Road Windham	64 Range Road Route 111A Connector Windham		15 Rockingham Road Routes 111 & 28 Windham		43 Range Road Route 111 Windham		67 Range Road Current Route 111A Windham	
Grantor		Crucius Irrevocable Trust		CRBE, LLC		Janet A. Weigel, et al		Stop & Shop Supermarket	
Grantee		Karen L. Heller 1997 Trust		Gas Station Developer		Cafua Realty Trust LIV, LLC		Duck Pond RT, et al	
Recorded Book/Page		RCRD 5205/512		Offer that was not accepted		RCRD 5366/2047		RCRD 5664/2261	
Sales Price	Estimate		\$400,000		\$625,000		\$740,000		\$550,000
Price Per Acre			\$273,973		\$419,463		\$496,644		\$190,311
Data Source		Public Records/Appraiser/Buyer		Public Records/Broker		Public Records/Inspection/Broker		Public Records/Broker/Buyer	
		Description	Adjustment	Description	Adjustment	Description	Adjustment	Description	Adjustment
Motivation		Abutter premium	-5%	Arm's-length		Arm's-length		Abutter premium	-10%
Expenditures Immediately Following Sale						Est. Demolition Cost	+ \$ 10,000		
Date of Sale									
& Market Conditions Adj.		3/24/2011	+12.25%	Offer 7/2015	+0%	10/15/2012	+9.75%	10/21/2015	+0.75%
Adjusted Price per Acre			\$292,158		\$419,463		\$552,433		\$172,565
Total Site Area (Acres)	3.537	1.46	-15%	1.49	-15%	1.49	-15%	2.89	
Location	Good/corner	Sl. Inferior/interior lot	+20%	Good/near corner		Good/corner		Inferior/interior lot	+25%
Projected Traffic Count	13,200	13,200		16,000	-15%	12,018		2,300	+50%
Zoning	Gateway Commercial	Gateway Commercial		Commercial Business A		Professional Business		Professional Business	
Road Frontage	1233' on 2 Streets	206'	+20%	338.76'	+10%	588'		379.4'	+10%
Utilities	Private Septic with access to Public Water	Private Septic w/ access to Public Water		Private Well & Septic	+10%	Private Septic w/ access to Public Water		Private Well & Septic	+10%
Net Adj. (Total)			+25%		-10%		-15%		+95%
Indicated Price per Acre			\$365,197		\$377,517		\$469,568		\$336,502
		Low		High		Mean			
		\$336,502		\$469,568		\$387,196			

Reconciliation

In this analysis, the indicated values range from \$336,502 to \$469,568 per acre with a mean of \$387,196. All of the sales used in the analysis are considered to be useful indicators of value for the subject property. Sale 2 is given the least weight in this analysis because it represents an offer rather than a closed sale. Sale 1 is the least recent transaction and Sale 4 is least similar to the subject site in regard to exposure. For this reason Sale 3 is considered to be the best indicator of value for the subject site. Sale 3 forms the high end of the value range and is 25±% higher than the next highest indicator. There is no reason that the appraiser has been able to identify for Sale 3's much higher value indication. Because the difference cannot be explained, the appraiser will reconcile near the mean of the four value indicators.

Based on the preceding research and analysis, it is concluded that the subject site, due to its location near Exit 3 and between two large scale commercial development proposals and its extensive frontage, warrants a value opinion via the sales comparison approach nearer the mean of the indicated values, or \$385,000 per acre: The market value of the subject property as of January 5, 2016 is calculated as follows:

$$\begin{aligned} &\$385,000 \text{ per Acre} \times 3.537 \text{ Acres} = \$1,361,745 \\ &\text{Rounded.....}\$1,350,000 \end{aligned}$$

It is appropriate to also consider if there is any contributory value attributable to the existing residence on an interim basis. In the Highest and Best Use section it was concluded that the typical buyer would rent the existing residence on an interim basis through the marketing and planning stages of the use change process, estimated at 1 to 2 years. Any income generated by the rental would off-set the cost of demolishing the home to make way for commercial development.

Appraisal Certification

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 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.
- I have not performed valuation or any other services at the subject property in the last three years.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 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.
- My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the *Uniform Appraisal Standards for Federal Land Acquisitions*, the *Uniform Standards of Professional Appraisal Practice*, *New Hampshire Department of Transportation Right-of-way Manual*.
- I have made a personal on-site inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to me.



Laura J. Davies, NHCG #529
Appraisal Supervisor

January 15, 2016

Date

Legal Description

Salem-Man-10418C Parcel W-111

BK 4651 PS 1895

CONVEYANCE OUT

026911

WARRANTY DEED

THAT We, Richard Shelton and Joan E. Shelton, married, of 72 Range Road, Windham 03087 of Rockingham County, State of New Hampshire, for consideration paid, grant to the State of New Hampshire, whose address is PO Box 483, 7 Hazen Drive, Concord, New Hampshire 03302-0483, with WARRANTY covenants,

Tract I: A certain parcel of land, with buildings thereon, if any, shown as Parcel B on "Plan of Land in Windham, N.H. as drawn for Robert G. Armstrong, Scale 1"=50', November, 1962" and being more particularly described as follows:

Beginning at the intersection of a stone wall and the Easterly boundary of Interstate Route 93; thence along the Easterly boundary of Interstate Route 93, Three Hundred Sixty-Five (365) feet, more or less, to an iron pipe and land of Dora E. Boulger, thence in a Southeasterly direction by said Boulger land, a portion of which is bounded by a stone wall, Two Hundred Ninety-Six (296) feet, more or less, to an iron pipe at the end of said stone wall, thence in a general Westerly direction as shown on said plan, Three Hundred Thirty-Eight (338) feet, more or less, a portion of which distance, including the last portion, is bounded by a stone wall to the point of beginning.

Containing One and Nineteen Hundredths (1.19) Acres, more or less.

Tract II: A certain parcel of land, shown as "Former Location of Range Road" on "Plan of Land in Windham, N.H. as drawn for Robert G. Armstrong, Scale 1"=50', November, 1962" and being more particularly described as follows:

Beginning at the intersection of a stone wall and the Easterly boundary of Interstate Route 93; thence running along the Easterly boundary of Interstate Route 93, One Hundred Seventeen (117) feet, more or less, to a point at the Northwesterly corner of Parcel "A", thence turning and running along the Northerly line of Parcel "A" a distance of Four Hundred Thirteen (413) feet, more or less, in part by a stone wall to a point at land now or formerly of Dora E. Boulger, thence turning and running Northerly by land now or formerly of Dora E. Boulger a distance of Fifty-Six (56) feet, more or less, to a point at a stone wall and the Southeasterly corner of Parcel "B", thence turning and running along the Southerly line of Parcel "B" in part by a stone wall, a distance of Three Hundred Thirty-Eight (338) feet to a point at the Easterly line of Interstate Route 93 and the point of beginning.


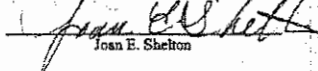
Containing Sixty-Four Hundredths (0.64) of an Acre, more or less.

Containing in all One hundred Eighty-Three Hundredths (1.83) Acres, more or less, and being all that real estate recorded October 3, 1984, at the Rockingham County Registry of Deeds in Book 2514, Page 694.

Said parcel being acquired for the Salem-Manchester, IM-IR-93-1(174)0, 10418-C, project on file in the records of the New Hampshire Department of Transportation and to be recorded in the Rockingham County Registry of Deeds.

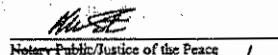
It is hereby made a part of the before mentioned consideration and a condition to this instrument that the property taxes are to be pro-rated as of the date of execution of this instrument.

Executed this 4th day of May, 2006


Richard Shelton

Joan E. Shelton

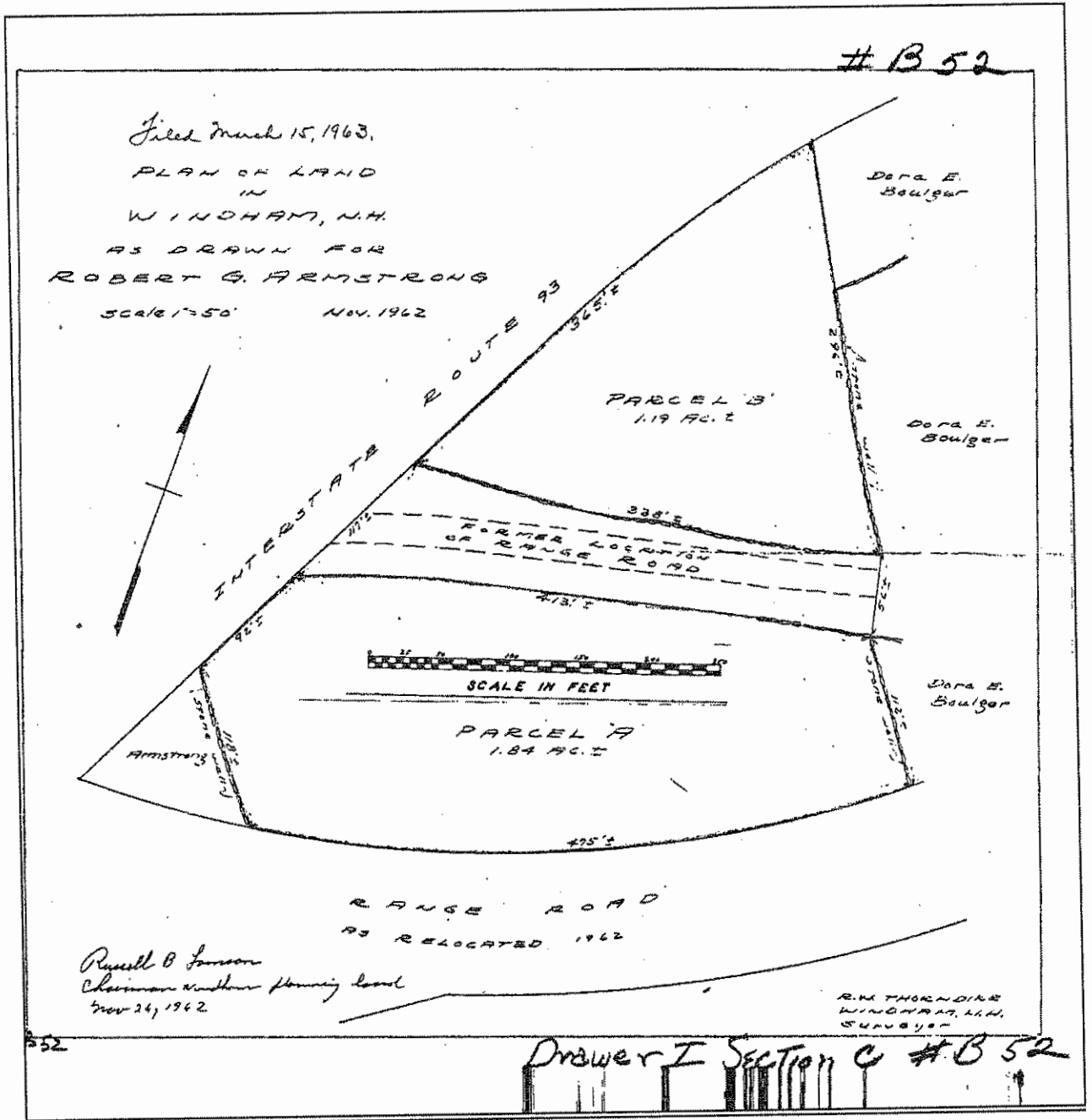
STATE OF NEW HAMPSHIRE, Rockingham SS May 4 A.D., 2006

Personally appeared before me the above named, Richard Shelton and Joan E. Shelton, acknowledged the foregoing instrument to be their voluntary act and deed.


Notary Public/Justice of the Peace
My commission expires: 05/29/07
Peter H. Bronstein

T:\Manchester\10418-C\Deeds\shelton0419.DOC

1962 Plan of Land



Appraiser Qualifications
LAURA J. DAVIES
Certified General Appraiser No. NHCG-529

Background Summary

Over 30 years experience in commercial/industrial real estate and 28 years experience in the appraisal industry, valuing all property types and interests ranging from unimproved land, subdivisions, commercial, residential, industrial, conservation easements, eminent domain and special-purpose properties for a wide variety of clients including federal, state and municipal governments, universities, lending institutions, major corporations, law firms, developers, investors and non-profit organizations.

I have completed in depth market studies for residential and office projects and impact studies on telecommunication towers, quarries and environmental issues. My appraisals have been widely used for estate planning, charitable contributions, financing, litigation, corporate planning, eminent domain proceedings, etc.

Education

University of Massachusetts, Amherst, MA - B.S. School of Management/Finance
University of Copenhagen, Copenhagen, Denmark - International Business Program
The Appraisal Institute

Course 1A-1:	Real Estate Appraisal Principles
Course 1A-2:	Basic Valuation Procedures
Course 1B-A:	Capitalization Theory & Techniques, Part A
Course 1B-B:	Capitalization Theory & Techniques, Part B
Course SPP:	Standards of Professional Practice, Parts A & B
	Appraising Environmentally Contaminated Properties
	Condemnation Appraising: Basic Principles & Applications
	Valuation of Conservation Easements
	Appraisal Curriculum Overview
	Online Analyzing Operating Expenses
	Online Small Hotel/Motel Valuation
	Online Internet Search Strategies for Real Estate Appraisers
	Online Detrimental Conditions in Real Estate

National Association of Realtors

Course 101:	Real Estate Investment and Taxation
Course 102:	Real Estate Development
Course 103:	Federal Taxation and Real Estate Planning

Massachusetts Board of Real Estate Appraisers – Standards of Professional Practice

– Attacking & Defending an Appraisal in Litigation

International Right of Way Association – Course 431, Problems in the Valuation of Partial Acquisitions

JMB Real Estate Academy – Advanced Income Property Appraisal

The Beckman Company - The Technical Inspection of Real Estate

LeMay School of Real Estate – Federal Land Acquisition Appraising

Beyond Paired Sales

Estimating Property Damage

Appraisal University – Practical Application of the Cost Approach

Bureau of Education & Training, State of NH – Certified Public Supervisor Program 2013 - 2014

Certified Public Manager Program – 2014 - 2015

Qualified Expert Witness

New Hampshire Superior Court

New Hampshire Board of Land and Tax Appeals

United States Bankruptcy Court, Boston, MA and Portland, ME

Professional Experience

2012 to Present	Appraiser Supervisor, New Hampshire Department of Transportation, Bureau of Right of Way, Concord, NH
2011 to 2012:	Commercial Appraiser, Shuka Associates Inc., Beverly, MA
2011 to 2012:	Due Diligence Consultant, Boston Capital, Boston, MA
2010 - 2011:	Real Estate Analyst, Bayview Loan Servicing, Coral Gables, FL
1988 - 2010:	Commercial Appraiser, Crafts Appraisal Associates, Ltd., Bedford, NH
1987 - 1988:	Appraiser, Cassell Appraisal Services, Hampton, NH
1985 - 1987:	Commercial Real Estate Salesperson Finlay Commercial Real Estate, Lowell & Newburyport, MA

Professional Affiliations

Certified General Real Estate Appraiser – New Hampshire
Licensed Real Estate Salesperson – Massachusetts 1985-1986
Vice-Chair – Exeter Zoning Board of Adjustment

**STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION**

LRCP 16-014

FROM: *Nancy L. Spaulding*
cc: Charles R. Schmidt, PE
Administrator

DATE: May 2, 2016

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Sale of State Owned Land in Laconia
RSA 4:39-c

TO: Representative Gene Chandler, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to sell a 1,813 +/- square foot parcel of State owned land located on the easterly side of Frank Bean Road in the Town of Laconia directly to the City of Laconia for \$1,500.00 which includes a \$1,100.00 Administrative Fee, subject to the conditions as specified in this request.

EXPLANATION

The Department has received a request from The City of Laconia, who has requested to acquire a 1,813 +/- square foot parcel of State owned land located on the easterly side of Frank Bean Road in the City of Laconia.

The City of Laconia has been required by the New Hampshire Department of Environmental Services-Waste Management Division to accomplish remedial action on this parcel along with other parcels along Frank Bean Road. This remedial action involves "capping" (with clean fill) land that was impacted by a long-closed solid waste burn dump facility that operated in this area in the 1903 thru 1950 era.

The parcel was acquired by the Department in 1963 and is the combination of the remnant of a larger parcel acquired in connection with the construction of Frank Bean Road as well as the underlying fee of the discontinued portion of Morin Road.

The State will reserve the slope easements as shown on the highway plan.

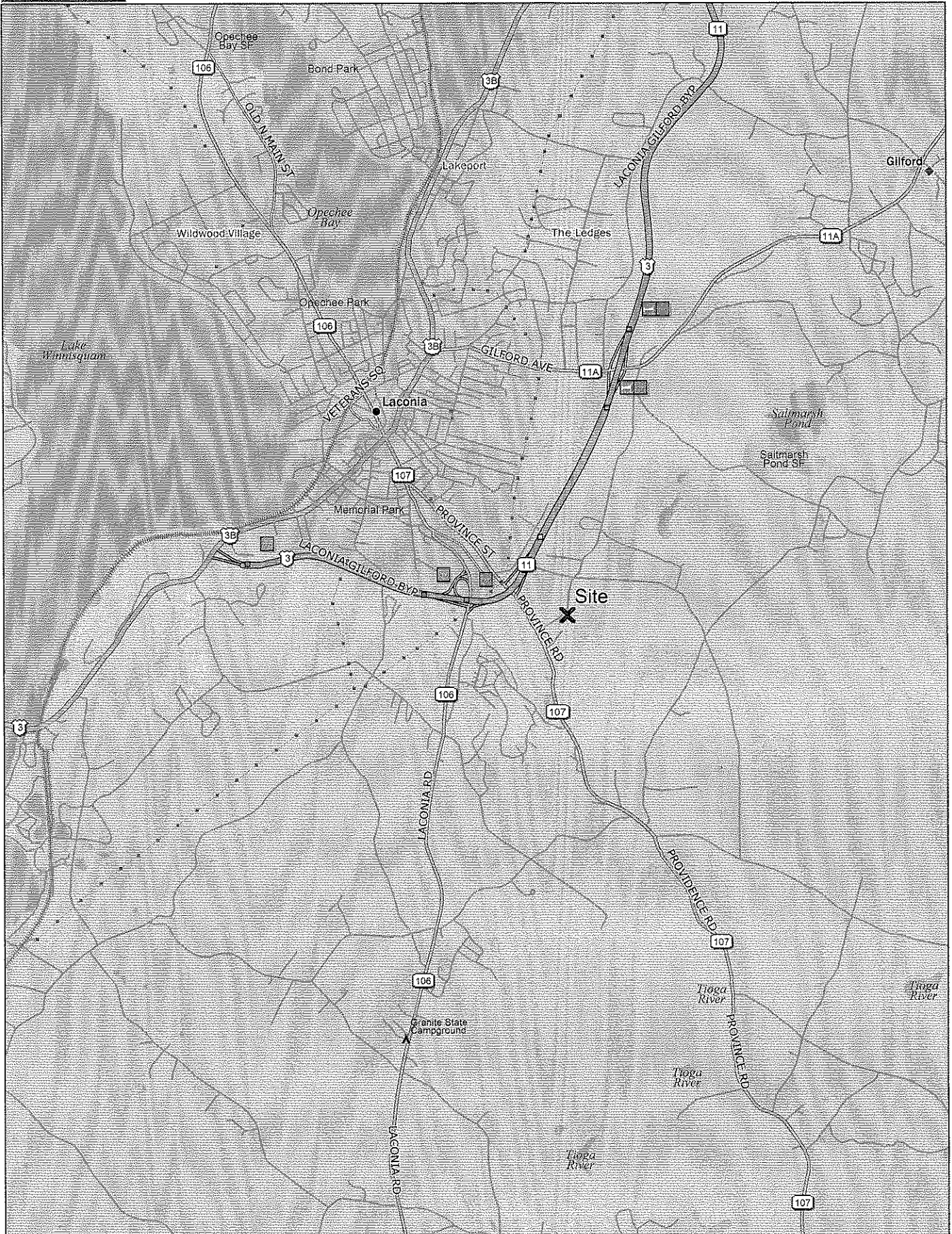
This request has been reviewed by this Department and it has been determined that this parcel is surplus to our operational needs and interest.

A staff appraiser from this Department completed an opinion of value for the subject property for the purpose of establishing a value for this 1,813 +/- square foot parcel. Based upon analysis of the parcel and sales in the area, it was felt that a reasonable value for the subject as of November 20, 2015 to be \$400.00.

The Department proposes to offer the sale of this parcel to the City of Laconia for \$1,500.00, which includes an Administrative Fee of \$1,100.00.

Authorization is requested to sell the subject parcel as outlined above.

CRS/PJM/jl
Attachments



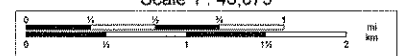
Data use subject to license.

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www.delorme.com



Scale 1 : 46,875

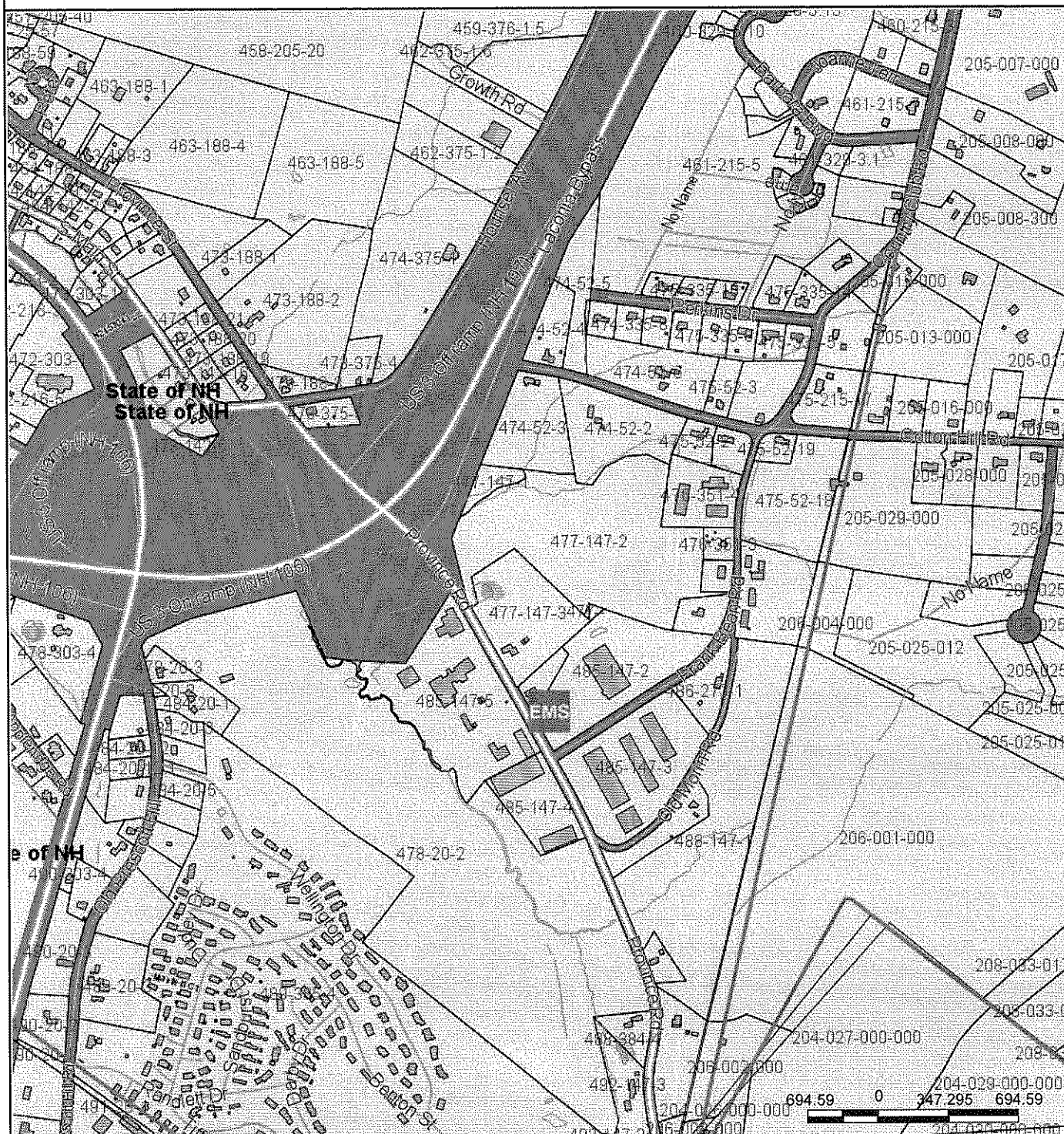


1" = 3,906.3 ft

Data Zoom 12-1

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

A PORTION OF THE WHEELER PLAN FOR REED

Tax Map I, St. 351, Lot 2A
Almeda Curley
P.O. Box 1700
Laconia, N.H. 03246

Tax Map I, St. 351, Lot 4A
Richard W. Wiley Jr.
R.F.D. 2 Box 29
Laconia, N.H. 03246

Tax Map I, St. 147, Lot 4
City of Laconia
Beacon Street East
Laconia, N.H. 03246

069

Tax Map I, St. 273, Lot 2C
James M. Joyal
R.F.D. 1 Box 359
Franklin, N.H. 03235

PARCEL

OLD MORIN ROAD
and of
pavement

NOTE: Location of the
Manufactured Home
and attached Garage
Conforms with par 2
of Settlement Agreement
E-12-048 (35' from
Street)

Tax Map I, Street 147, Lot 14
City of Laconia
Beacon Street East
Laconia, N.H. 03246
180/271

Existing
Gravel
Parking

GV

NOTE:

Proposed Screening of Parking as per Section
3.59 Screening, and as per minutes of Planning
Board Meeting Jan. 14, 1991. (Max. height 3'
to 4') Suggested species, *Taxus Canadensis*
(Hemlock) planted and maintained as a hedge row.

Fee Ownership Claimed by Reed
to The Centerline of
Old Morin Road

by record plans

FRANK

BEAN

ROAD

(As Relocated)

12+00

12+50

13+00

13+46.69

14+00

14+50

15+00

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DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

APR 28 2016
RECEIVED

April 26, 2016

Mr. Philip J. Miles
Chief of Property Management
State of NH – Department of Transportation
J. O. Morton Building – Room 100
7 Hazen Drive, PO Box 0483
Concord, NH 03302-0483

Re: Sale of State Owned Property in Laconia
Laconia-Gilford, F 031-1(1), P-3962-A


Dear Mr. Miles:

I am writing in response to your letter dated March 23, 2016 to confirm that the figure of \$1,500. - (\$ 400. Value of Parcel + \$ 1,100. Administrative Fee) - is acceptable to the City and ask that you proceed to submit our request (copy of request letter attached) to the Long Range Capital Planning and Utilization Committee (LRCP&UC) to have the City of Laconia take over ownership of this parcel.

If you have other questions or concerns, please do not hesitate to call me at the City Manager's Office (527-1270) or Paul Moynihan, Director of Public Works, at his office number (528-6379) or his cell number (520-7894).

Thank you for your assistance with the property transfer.

Sincerely,



Scott Myers
City Manager

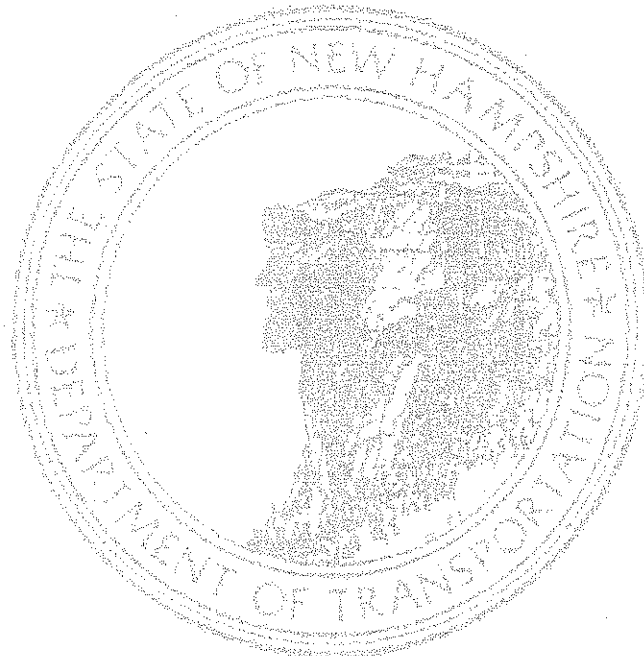
cc: Paul Moynihan, Director of Public Works, Laconia

Real Estate Appraisal Report

OF

**A 1,800± SQUARE FOOT SURPLUS PARCEL
FRANK BEAN ROAD, LACONIA
(TAX MAP – NOT A LOT OF RECORD)
LACONIA, NEW HAMPSHIRE**

**PROPERTY OF
STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



Prepared For:

Phillip J. Miles

Chief of Property Management

Bureau of Right of Way

New Hampshire Department of Transportation

7 Hazen Drive, Concord, NH 03302

Prepared By:

Thomas P. Hughes, NHCG #875

Right-of-Way Appraiser

Bureau of Right-of-Way

New Hampshire Department of Transportation

7 Hazen Drive, Concord, NH 03302

Effective Date: November 20, 2015

Report Date: December 9, 2015



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
Bureau of Right-of-Way



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Mr. Phillip J. Miles
Chief of Property Management
Bureau of Right of Way
New Hampshire Department of Transportation
7 Hazen Drive
Concord, NH 03302

December 9, 2015

RE: 1,800± Square Foot Surplus Parcel on Frank Bean Road, Laconia

Dear Mr. Miles:

As requested, I have prepared an appraisal report on the **1,800± square foot, surplus parcel of land, on Frank Bean Road, Laconia**. The parcel is comprised of a remnant created when the western end of Frank Bean Road was relocated, as part of Laconia-Gilford Project # P3962-A and an adjacent section of Old Morin Road that was discontinued and returned to the abutting owners. It is located on the southeastern side of Frank Bean Road; abutting the southwestern corner of 89-113 Frank Bean Road (Tax Map 476 - 351, Lot 5). The purpose of the appraisal is to estimate the value of the fee simple interest of the subject property, for the purpose of sale.

The report is presented in an Appraisal Report format. Items of significance presented within this report include setting forth the factual data pertaining to the subject property, the value analysis, and the final value estimate. The valuation is predicated on the General Assumptions, Limiting Conditions and the Certification of the Appraiser that are stated within this report.

I certify that I have no present, contemplated, or future personal interest in the subject property appraised; and that I have not knowingly failed to consider any facts deemed important, nor have I omitted any pertinent data. I also certify that the report has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP).

On the basis of my investigations, research, market study, and analysis as set forth in this appraisal report I am of the opinion that, as of November 20, 2015, the date of the filing of condemnation, **the subject property has an estimated nominal value of \$400**

Respectfully Submitted,

Thomas Hughes, NHCG #875

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SUBJECT PROPERTY IDENTIFICATION

The subject property is owned by State of New Hampshire – Department of Transportation and is located on the southeastern side of Frank Bean Road; abutting the southwestern corner of 89-113 Frank Bean Road (Tax Map 476 - 351, Lot 5). It is not recognized by the City of Laconia as a legal lot of record. It is comprised of a portion of the recorded lots described on the attached Book 432 Page 499 & Book 1079, Page 20. It is further identified, as “**Subject**”, on the attached site plan titled “Subject Property Site Plan”.

SUMMARY OF APPRAISAL PROBLEM

The subject is an 1,800± square-foot, triangular-shaped parcel of land that appears to be an uneconomic remnant, comprised of a remnant created when the western end of Frank Bean Road was relocated, as part of Laconia-Gilford Project # P3962-A and an adjacent section of Old Morin Road that was discontinued and returned to the abutting owners. It is located on the southeastern side of Frank Bean Road; abutting the southwestern corner of 89-113 Frank Bean Road (Tax Map 476 - 351, Lot 5).

An analysis of the subject parcel indicates that due to its size, location, zoning restrictions and other factors such as contamination it has no recognized, independent or dependent, highest and best use. A property with no highest and best use is not marketable and as a result has no Market value. After careful consideration, it was determined that the only value that could be derived for the subject property would be a Nominal value.

As detailed in the balance of this report, I estimate the subject to have a nominal value of \$400.

VALUE SOUGHT

The value sought is **Market Value**, however my analysis has determined that the subject property has no recognized, independent or dependent, highest and best use. A property with no highest and best use is not marketable and as a result has no **Market Value**. Therefore it was necessary to ascertain and derive an alternative value. After careful consideration, it was determined that the only value that could be derived for the subject property would be a **Nominal Value**.

The Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), Section A-9, defines **Market Value** as: *“The amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.”*

The Dictionary of Real Estate Appraisal – 4th Edition, Appraisal Institute, Chicago, IL - 2002, defines **Nominal Value** as: *“That amount of money necessary to effect a transfer of title to property where that property has no recognized independent use.”*

PROPERTY RIGHTS APPRAISED

Fee Simple interest is defined in the *Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute, 2010), as: *“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.”*

GENERAL ASSUMPTIONS

For this report I have also assumed that:

1. All maps, plans, and photographs I used are reliable and correct;
2. The legal interpretations and decisions of others are correct and valid;
3. The parcel area given to me has been properly calculated;
4. Broker and assessor information is reliable and correct;
5. The abstracts of title and other legal information available are accurate;
6. There are no encumbrances or mortgages other than those reported in the abstracts;
7. Information from all sources is reliable and correct unless otherwise stated;
8. There are no hidden or unapparent conditions on the property, other than those described within the report
9. All personal property is excluded; and
10. All non-compensable items are excluded.

LIMITING CONDITIONS

This report is bound by the following limiting conditions:

1. No opinion as to title is rendered. I have relied upon the abstract of title and other legal information provided to me by the client and I assume the information to be correct.
2. Sketches and photographs in this report are included to assist the reader in visualizing the property. I have not performed a survey of the property or any of the sales, and do not assume responsibility in these matters.
3. I assume no responsibility for any hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures, or the engineering that may be required to discover or correct them.
4. Possession of this report (or a copy) does not carry with it the right of publication. It may not be used for any purpose other than by the party to whom it is addressed without the written consent of the State of New Hampshire and in any event only with the proper written qualification and only in its entirety. Neither all nor any part of the contents (or copy) shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the State of New Hampshire.
5. Acceptance and / or use of this report constitutes acceptance of the foregoing underlying limiting conditions and underlying assumptions.

SCOPE OF WORK

The scope of work identifies the type and extent of research and analyses in an assignment. The scope of this for this assignment includes an exterior inspection, from the right-of-way, on November 20, 2015, a review of an amended highway plan for Laconia-Gilford Project # P3962-A, a review of pertinent assessing and zoning data. I formed an opinion of the subject's highest and best use based on legal, physical, and neighborhood land use characteristics. I compiled comparable land sales data and analyzed the data to aid in estimating the value of the subject site, and prepared this appraisal report to summarize and convey my findings, the market data, and the analyses used. I prepared this appraisal report in compliance with USPAP SR 2-2(a) governing Appraisal Reports.

Property data was collected and compiled from multiple sources, including the City of Laconia and surrounding towns; the Belknap County Registries of Deeds; the Northern New England Real Estate Network site (NNEREN); the New England Commercial Property Exchange (NECPE); and Real Data.

LISTING, TRANSFER, AND OWNERSHIP HISTORY

The subject property is owned by the State of New Hampshire. The most recent transfers of the property was May 24, 1963, as part of Laconia-Gilford Project # P3962-A and on October 31, 1988 when an adjacent section of Old Morin Road that was discontinued and returned to the abutting owners. The legal descriptions are included in the addendum.

According to the owner and the local listing services, the subject property has not been listed for sale or lease within 12 months prior to the effective date of this report.

PRESENT USE

At the time of inspection, a portion of the subject property was being used as slope tie-in, for drainage of Frank Bean Road. The majority of this area along with the remainder of the parcel appears to be maintained by the abutter to the east, as the grass on the abutter's lawn was indistinguishable from that on the subject parcel.

NEIGHBORHOOD CHARACTERISTICS

The City of Laconia is situated in what is known as the Lakes Region of New Hampshire and has water frontage on two of the State's largest lakes. The city is the major employment center for the surrounding area. The area is a year round tourist destination and is best known for Lake Winnepesaukee and its water sports, Gunstock Ski Mountain and its recreational activities, and other natural attractions.

Laconia is located approximately 45 miles northeast of Manchester, NH, 89 miles northwest of Portland, ME, and 95 miles north of Boston, MA. Its nearest interstate highway access, Interstate 93, Exit 20 is located approximately 8 miles away.

The subject property is located in the southeastern section of the city, on the southeastern side of Frank Bean Road; abutting the southwestern corner of 89-113 Frank Bean Road (Tax Map 476 - 351, Lot 5).

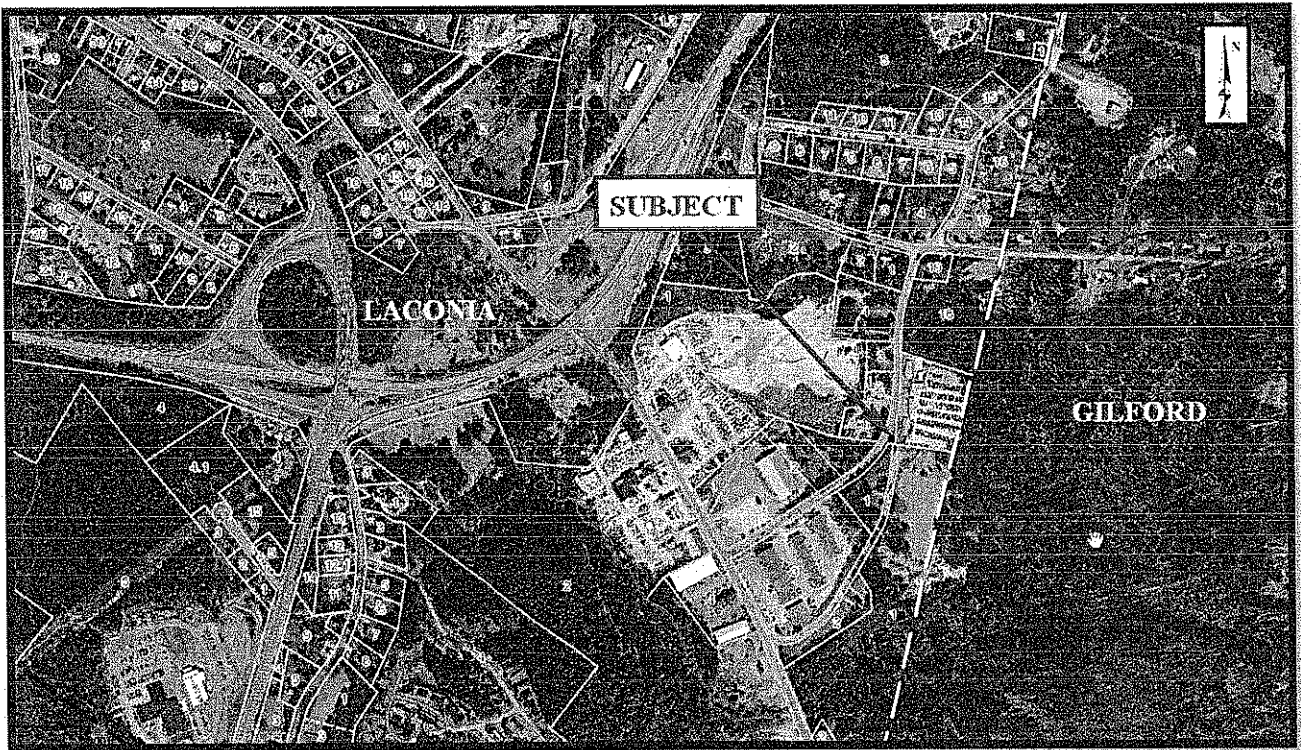
The subject property's immediate neighborhood consists mainly of an auto salvage yard abutting to the east, residential properties to the north/northeast, a mix of light industrial, service, recreational facilities to the southwest, and a gravel yard to the west/southwest. The NH Route 3/11 Bypass is located about 0.5 miles to the northwest and downtown Laconia is located about 1.5 miles to the northwest.

The mix of uses is not unusual for the area.

Certain areas, including the subject parcel, in the subject's immediate neighborhood have been identified by the New Hampshire Department of Environmental Services (NHDES) as hazardous waste sites. All of these areas were once part of a larger site that was used by the City of Laconia as a burn dump, from the 1920's to the 1950's. NHDES is requiring the City to remediate the areas by capping them with either soil or pavement. It has been determined that the subject property has no marketability; therefore it is outside the scope of this assignment to determine the effect that these hazardous waste areas have on the neighborhood market conditions. However it is reasonable to assume that once remediated, their affect would be, at best, neutral.

No other adverse or unusual conditions were noted or considered with respect to location, values or marketability.

Neighborhood Map

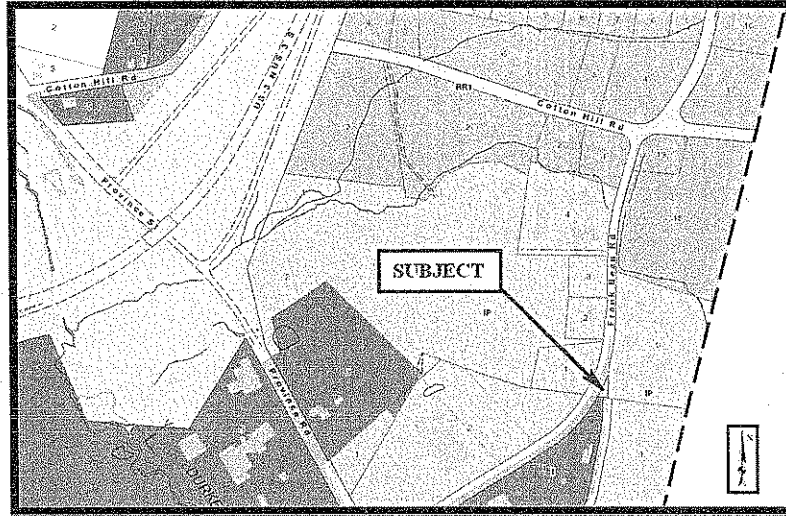


ZONING

The subject property is located in an Industrial Park District. It is not a lot of record and it does not conform to the current regulations, therefore it has no legally permitted uses.

The Industrial Park District encourages the development of industries that have operations which are primarily within a building, minimal outside storage and abundant off-street parking facilities. The minimum lot size in this district is 60,000 square-feet, with a minimum 200 feet of road frontage. The minimum front and side setbacks are 35 feet and the rear setback is 25 feet.

Zoning Map



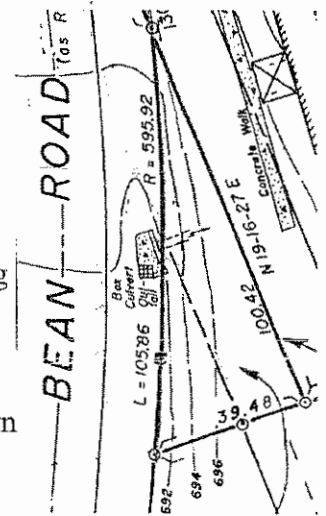
ASSESSMENT DATA

The subject parcel is not recognized by the town as a lot of record, therefore there is no assessment data.

PROPERTY DESCRIPTION

The parcel is 1,800± square-feet, triangular in shape and has 106± feet of frontage on Frank Bean Road and 23± feet at the end of Old Morin Road.

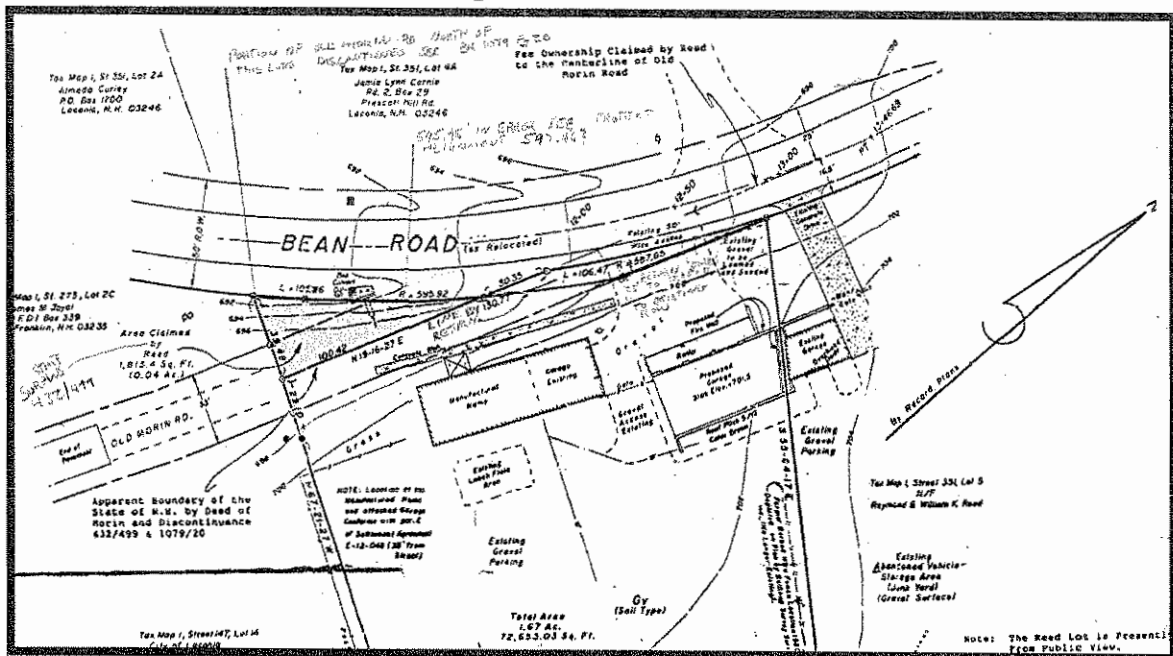
Shape / Size:	Triangle shaped. 1,800± square-feet
Frontage:	106± feet along Frank Bean Road and 23± feet along Old Morin Road
Zoning/Conformance:	Town does not have the subject recorded as a lot of record / Non-Conforming - based on current zoning
Available Utilities:	None – On-Site
Topography:	The parcel slopes downward from its midpoint down towards the right of way.



Easements: There are no known easements on the parcel; however Laconia-Gilford Project # P3962-A project plans indicate that the western half of the parcel is subject to a slope requirement related to drainage on Frank Bean Road. If the parcel were sold, it would most likely be sold subject to a slope easement over this area.

View / Comments: The subject parcel was once part of a larger site that was used by the City of Laconia as a burn dump, from the 1920's to the 1950's. It has since been identified by the New Hampshire Department of Environmental Services (NHDES) as a hazardous waste site. NHDES is requiring the City to remediate the area by capping it with either soil or pavement.

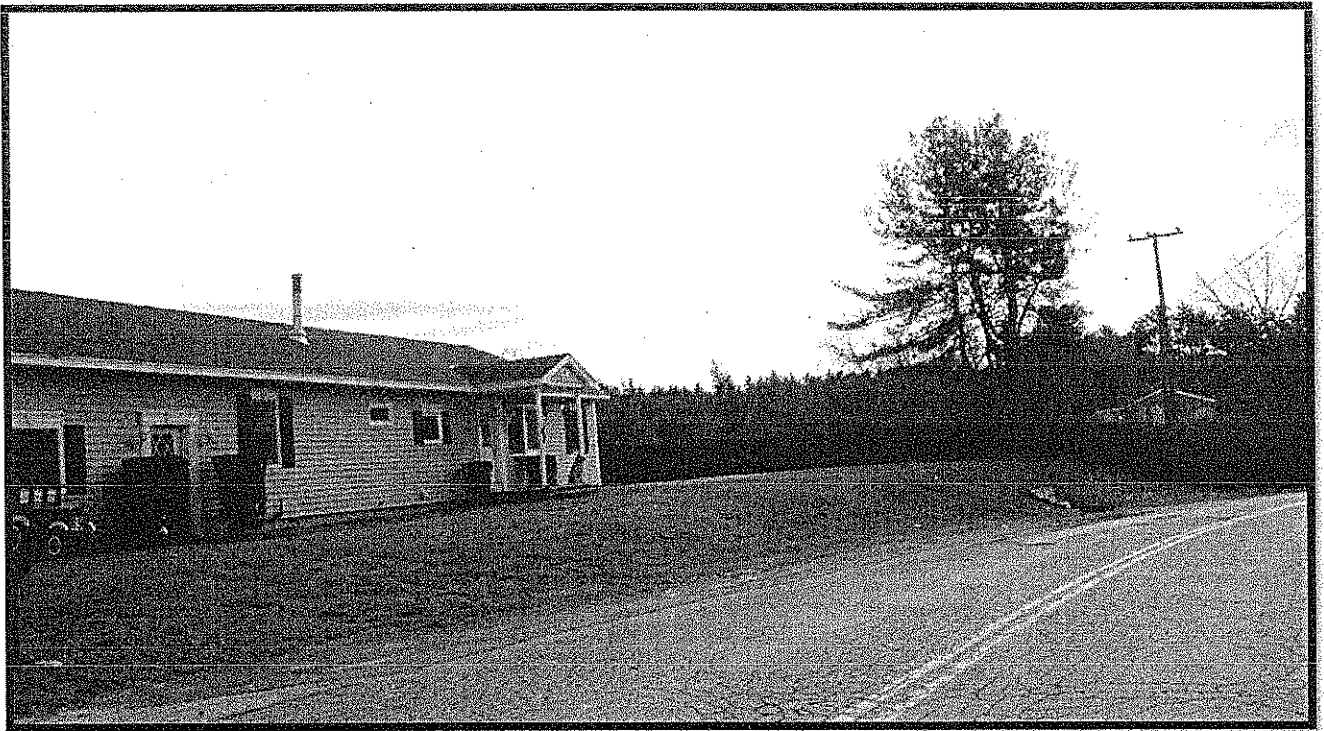
Excerpt of Attached Site Plan



SUBJECT PHOTOGRAPHS
(Taken by Tom Hughes on November 20, 2015)



Frank Bean Road – Facing Northeast – Subject Property on Right –
Begins at Closest Utility Pole and Runs Approximately Halfway Down the Front of Building



Frank Bean Road – Facing South – Subject Property on Left

HIGHEST AND BEST USE

The Appraisal of Real Estate”, 14th edition, defines **Highest and Best Use** as:

“The reasonably probable use of property that results in the highest value.”

The text goes on to state that to be reasonably probable, a use must first meet certain conditions. It must be; legally permissible, physically possible; and financially feasible. Of the uses that meet these criteria, the one that is maximally productive, or produces the highest value, is the highest and best use.

The subject property is a 1,800 square-foot parcel of land that is comprised of a remnant created when the western end of Frank Bean Road was relocated, as part of Laconia-Gilford Project # P3962-A and an adjacent section of Old Morin Road that was discontinued and returned to the abutting owners. The parcel is not a legal lot of record. Its small size and triangular shape, severely limit the number of uses that are physically possible. Consequently, due to its size and dimensions, the application of current zoning setback requirements would create overlapping setbacks and thus preclude it from being used for any of the uses allowed in the Industrial Park District.

A parcel of land created in this unintentional manner and that has negligible economic utility or value is commonly referred to as uneconomic remnant. In most cases the only practical use for an uneconomic remnant is assemblage to an abutter parcel. In this case, the only abutter with any practical assemblage potential is the abutter to the east. The abutting lot to the east is a 1.67 acre lot that is currently being used as an auto-salvage yard; a use permitted by special exception. Assemblage with the subject parcel would increase the frontage of the abutting lot and allow for control of the area between the existing lot and the right-of-way. During my exterior inspection, it appeared that the abutter was maintaining the subject parcel as an extension of their front lawn.

As part of my analysis, I researched recent sales and listings of industrial land in the subject's market area that are similar to the abutter parcel and found that four similar properties sold for an average of \$0.32 per square foot and seven similar properties are currently listed for an average of \$0.49 per square foot. The results of applying these unadjusted, unit prices to the subject parcel's 1,800 square-feet are \$574 and \$823.

The value above should not be considered a value range, but rather a starting point for estimating contributory value or more likely an upper limit of value for the subject parcel, as the subject parcel is known to be contaminated with hazardous waste and if sold would most likely be subject to slope easement.

As noted in the Property Description section, the area has been environmentally assessed and NHDES is requiring the City of Laconia to remediate the area by capping it with either soil or pavement. The contamination and responsible party have been identified and the remediation plan has been developed. The area is currently between the remediation phases of assessment and repair. Until the area is repaired it is subject to the risk involved with the timing of the repair and to a complete loss of utility. After repairs are completed the subject parcel will be restricted from subsurface use and subject to the risk of potential market resistance related to contamination. Without developing an exact figure it is reasonable to conclude that the risks associated with the contamination at this point in the remediation process, along with the known current and future use restrictions, far outweigh any benefit that ownership of the

subject parcel would provide. Therefore, the subject parcel has no assemblage potential, as assemblage with the abutting lot would not result in any plottage.

My analysis indicates that the subject parcel is an uneconomic remnant, with no assemblage potential and as such it has *no highest and best use*.

VALUATION

The five generally recognized methods to valuing a vacant parcel are: sales comparison approach; abstraction (allocation); land residual technique; income approach (direct capitalization of ground rent); and cost of development (land development) method. However, all of these methods are based on the supposition that there is a competitive market for the parcel and therefore it has a market value.

As previously concluded the subject parcel has no highest and best use and therefore no market value. It has only a nominal value and by definition there is only one approach for deriving nominal value. The approach is to calculate the amount of money necessary to effect a transfer of title to the property or to put it more succinctly, the cost of transfer.

I have therefore relied exclusively on the cost of transfer approach, as it is the only relevant approach, as well as the most in line with the client's intended use.

COST APPROACH


Cost of Transfer:

Item	Cost	Comments
Transfer Tax	\$40	Minimum tax
LCHIP* surcharge fee	\$25	Mandatory fee
Recording Fee	\$16	Assumes 2 page deed
Attorney Fee / Execution of Deed	\$300	Minimum - non-complex property
Total	\$381	

* Land and Community Heritage Investment Program (LCHIP)

FINAL VALUE CONCLUSION

I estimate the nominal value of the subject parcel, as of November 20, 2015, the date of the filing of condemnation, to be \$400 (rounded).



Thomas P. Hughes, NHCG #875
Staff Appraiser, NHDOT

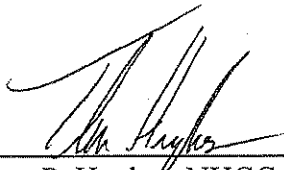
December 9, 2015

Date

APPRAISAL CERTIFICATION

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

- ♦ The statements of fact contained in this report are true and correct;
- ♦ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;
- ♦ I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved;
- ♦ I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment;
- ♦ I have not provided any valuation services for the subject property within the last 3 years.
- ♦ My engagement in this assignment was not contingent upon developing or reporting predetermined results;
- ♦ Neither my compensation nor my employment is contingent upon the reporting of a predetermined value or direction in value that favors the cause of my employer, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event;
- ♦ I will not directly or indirectly benefit from the disposition of such property appraised;
- ♦ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), and the appropriate State laws, regulations, policies, and procedures applicable to appraisal of right of way for these purposes;
- ♦ I have personally made an inspection of the property that is the subject of this report;
- ♦ No one provided significant professional assistance to me in the preparation of this report;
- ♦ I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the Department of Transportation and other Departments of the State of New Hampshire and I will not do so until so authorized by State officials, or until I am either required to do so by due process of law or until I am released of this obligation by having publicly testified as to such findings.



Thomas P. Hughes, NHCG #875
Staff Appraiser, NHDOT

December 9, 2015

Date

LEGAL DESCRIPTION

DEED OF WARRANTY

R. 432 R. 479
R. 5-28-1963

THAT I, NORMAN P. MORIN, SINGLE

of, LACONIA, BELKNAP County, State of New Hampshire, for consideration paid, grant to The State of New Hampshire, with WARRANTY covenants,

A small parcel of land in the City of Laconia, County of Belknap, The State of New Hampshire, situated on the Westerly side of Frank Bean Road, so-called, near Station 12 + 00 of the Frank Bean Road relocation Center Line, as shown on a plan of LACONIA-GILFORD F 031-1(1) - P-3962-A Project on file in the records of the New Hampshire Department of Public Works and Highways and to be recorded in the Belknap County Registry of Deeds, described as follows:

All the land of the GRANTOR that lies Easterly of a line that is twenty-five feet (25') Westerly of and parallel to the Center Line bounded on the South by land now or formerly of ELODOR LARRIVEE; bounded on the North by other land of the GRANTOR near Station 14 + 00.

Containing in all two tenths (0.2) acre.

It is hereby made a condition of this instrument that the owner must move trailer off the right-of-way prior to August 1, 1963.

AND the Grantor does hereby convey to The State of New Hampshire the right to extend and maintain such slopes and embankments beyond the limits of the land hereby conveyed as may be necessary to construct slopes and embankments at such an angle as will hold the material of said slope in repose against ordinary erosion; together with the right to construct and maintain on other land of the Grantor pipes or ditches incidental to the construction.

I, NORMAN P. MORIN, AM SINGLE wife (husband), release to the said Grantee all rights of dower (curtesy) and Homestead and other interests therein.

WITNESS my hand and seal this 24th day of May, A. D., 1963.

WITNESS:

Richard F. Shelley - Norman P. Morin (SEAL)

STATE OF NEW HAMPSHIRE
County of BELKNAP

On this the 24th day of May, 1963, before me, Maude E. Lenore, the undersigned officer, personally appeared, NORMAN P. MORIN known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Maude E. Lenore
Justice-of-the-Peace - Notary Public

Ma. E. Lenore Ethens Jan. 14, 1965

RETURN OF DISCONTINUANCE OF
A PORTION OF
"OLD MORIN ROAD"

036260

LACONIA, NEW HAMPSHIRE

On October 31, 1988, the City Council for the City of Laconia, upon petition and after public hearing, voted to discontinue a portion of Old Morin Road, so-called, situated in the City of Laconia, County of Belknap and State of New Hampshire, said portion of Old Morin Road so discontinued being more particularly described as follows:

That portion of Old Morin Road which lies north of the following described line:

Beginning at a $1\frac{1}{2}$ " X 5" iron pipe set at the southwesterly corner of land now or formerly of Raymond Reed as shown on a site plan for Raymond Reed, Beane Road, Laconia, New Hampshire, dated April, 1988, prepared by Fred O. Wheeler, Jr., Surveyor, which plan is recorded in the office of the Laconia Planning Department; thence running North $67^{\circ} 21' 27''$ West to the easterly sideline of Beane Road as shown on the State of New Hampshire Highway Layout for Relocated Beane Road, which plan is on file in the New Hampshire Department of Transportation, project #F-031-1 (1), Sheet #53.

The City Council's action reserved unto the City of Laconia all necessary utility easements now in place or to be constructed in the future in or over that portion of the Old Morin Road, so abandoned.

No damages to abutting owners were awarded.

The action did not affect in any way the interest of abutting owners to the fee underlying Old Morin Road, so abandoned. In no way did the abandonment effect the fifty foot right-of-way of Beane Road.

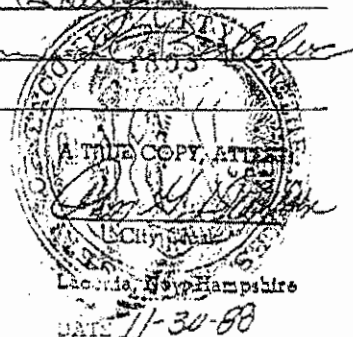
A copy of all notices and proceedings are attached hereto.

Dated this 28th day of November, 1988, at Laconia, New Hampshire.

Wesley Coffey
W. D. Brown
Frank DeHaven
Della F. Boudreau
John E. Faison

Thomas Clark
James J. Fournier
Leet L. Loring
Comm. Sec. Belknap

1988 NOV 30 AM 10:38
COUNTY OF BELKNAP
REGISTERED



QUALIFICATIONS OF THOMAS P. HUGHES

CERTIFICATIONS

Certified General Appraiser (NH - # NHGR-875)

Certified Public Accountant (IL - # 99626)

Certified Public Supervisor (NH)

EDUCATION

Masters of Science in Management: Computer Information Systems
BENTLEY COLLEGE - Waltham, MA

Bachelors of Science in Business Administration: Accounting
UNIVERSITY OF MASSACHUSETTS - Lowell, MA

Associates in Engineering
WENTWORTH INSTITUTE OF TECHNOLOGY - Boston, MA

TESTIMONY

New Hampshire Board of Tax & Land Appeals

PROFESSIONAL EXPERIENCE

NH DEPARTMENT OF TRANSPORTATION, BUREAU OF ROW (May, 2012 to Present)
Right of Way Appraiser

AMOSKEAG APPRAISAL COMPANY (2002 to 2012)
Real Estate Appraiser

THOMSON FINANCIAL TREASURY SOLUTIONS (1998 - 2001)
Financial Software Analyst
Product Consultant/Account Manager

FEDERAL HOME LOAN BANK OF BOSTON (1995 - 1998)
Senior Accountant
Accountant - Investments
Internal Auditor (Intern)

UNITED STATES ARMY RESERVES (1992 - 2006)
Captain (INF) - Assistant Battalion Plans Officer (368th Engineers)

AFFILIATIONS / VOLUNTEER

Town of Meredith – Planning Board – Alternate Member

American Legion – New Hampshire Post # 1 - Member

Kidworks Learning Center – Board of Directors – Past Advisor

Lakes Region Board of Realtors – Affiliate Committee – Past Chair

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LRCP 16-015

FROM: *re: Nancy L. Spaulding*
Charles R. Schmidt, PE
Administrator

DATE: May 2, 2016

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Sale of State Owned Land in Surry
RSA 4:39-c

TO: Representative Gene Chandler, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to sell a parcel of State owned land consisting of 0.2 +/- of an acre parcel located on the westerly side of NH Route 12A in the Town of Surry to Nancy Balla for \$2,400.00, which includes a \$1,100.00 Administrative Fee, subject to the conditions as specified in this request.

EXPLANATION

The Department has received a request from the abutter, Nancy Balla concerning the opportunity to purchase a parcel of State owned vacant land located on the westerly side of NH Route 12A in the Town of Surry.

The parcel, consisting of approximately 0.2 +/- of an acre is the remainder of a larger parcel acquired by the Department in 1940 in conjunction with the construction of NH Route 12A through the area.

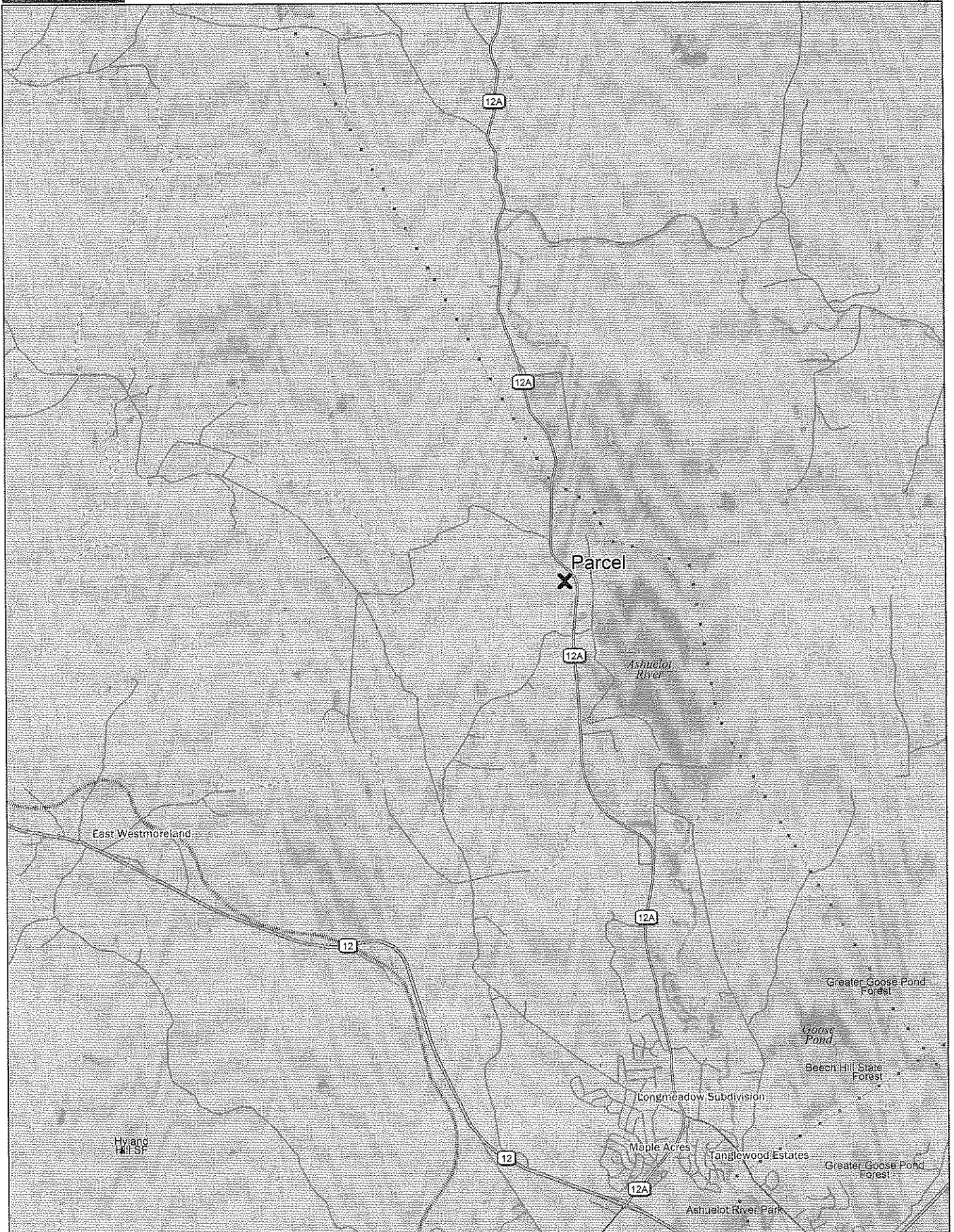
This request has been reviewed by this Department and it has been determined that the requested area is surplus to our operational needs and interest.

An appraiser from the Department completed an opinion of value for the subject property to determine its contributory value to an abutting property owner. The appraiser used three sales in Surry and the surrounding area as comparables. Based upon the analysis and adjustments of those sales, it was felt that a reasonable contributory value for the subject as of January 26, 2016 is \$1,300.00.

The highest and best use of the subject is to the abutter. The Department proposes to offer the sale of this parcel to Nancy Balla for \$2,400.00, which includes an Administrative Fee of \$1,100.00.

Authorization is requested to sell the subject parcel as outlined above.

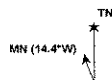
CRS/PJM/jl
Attachments



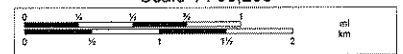
Data use subject to license.

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www.delorme.com



Scale 1 : 56,250

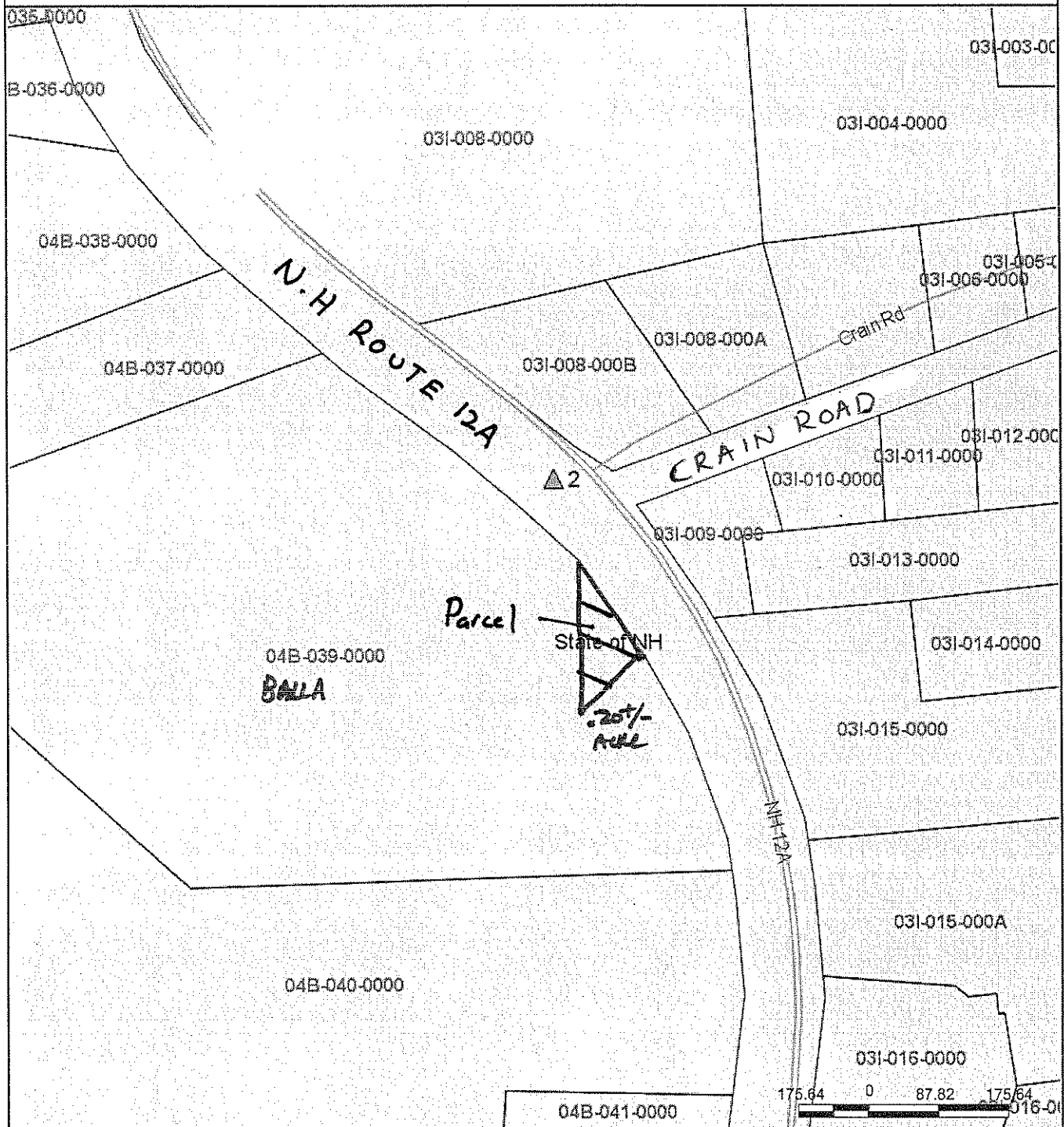


1" = 4,687.5 ft

Data Zoom 11-7

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

CONST. 220'x6" BC PC MP UND
" HDR. UL 2 122+70

STA. 117+00-154+45 LT.
CLEAR & GRUB

P.I. = 120+91.1
 Δ = 60°-08' Lt.
D = 6°-00'
T = 552.8'
L = 1002.2'
R = 955.0'
E = 148.4'

PARCEL

KINGSBURY
K. U. CARPENTER

ROBERT M. GRAY

Woods

Woods

SLOPE LINE

STA. 17
CONST.
SEE S

ST
Co
S
S
S

ROBERT M. GRAY
K. U. CARPENTER

R=50'

Woods

NH ROUTE

122
12 A

123

120

121

B.M. #21

STA. 117+20-124+20 RT.
CLEAR & GRUB

MABEL
INNIE & MERTIE

28" W

Appraisal Report

Of

A 0.2± Acre Parcel – Map 4B, Lot 39-A located on
the West Side of Route 12A, Surry, NH

Property Owner:
State of New Hampshire

Effective Date of Value:
January 26, 2016

Prepared For:
Cynthia A. Poole
Right-Of-Way Agent
Bureau of Right-Of-Way
NH Department of Transportation
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

Prepared By:
Sandra L. Gromoshak, NHCR #846
Staff Appraiser
NH Department of Transportation
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

FROM:	Sandra L. Gromoshak, NHCR #846 Staff Appraiser	DATE OF REPORT:	March 16, 2016
		EFFECTIVE DATE:	January 26, 2016
TO:	Cynthia A. Poole Right-Of-Way Agent	AT:	NHDOT - Bureau of Right-Of-Way Concord, NH Office
THROUGH:	Steve Bernard, Chief ROW Appraiser		
SUBJECT:	Surplus Property Contributory Value Estimate of a 0.2± Acre Parcel Located on the westerly side of Route 12A, south of Merriam Brook, northwest of Surry Mountain Lake, Surry, NH Project: formerly Surry FCP-2-B (Flood control plan) from 1940 Property Owner: State of New Hampshire		
VALUE:	\$1,300.00		

Appraisal Problem: This memo constitutes an appraisal report for the above referenced subject property. The intended recipients and those requesting this report are officials, employees and agents of the New Hampshire Department of Transportation, Bureau of Right-Of-Way.

The purpose of this appraisal is to estimate the contributory value of the fee simple interest in the property located on the westerly side of Route 12A, south of Merriam Brook, northwest of Surry Mountain Lake, Surry, NH that is owned by the State of New Hampshire. The property is identified by the Town Assessor as Lot 39-A on Tax Map 4B. The subject is valued as a low-utility, unbuildable parcel located in Surry's Village Residential District (VR). The effective date of value is January 26, 2016.

The appraised property consists of a 0.2± acre, vacant triangular-shaped parcel located on the westerly side of State Route 12A, south of Merriam Brook, northwest of Surry Mountain Lake, a 2-lane route running north to south connecting the towns of Alstead, Surry, and Keene with the town of Alstead being located north of Surry and the city of Keene being located to Surry's south. The subject lot is located across from Crain Road, a side road on the easterly side of Route 12A. The subject land area contains approximately 200' of frontage on Route 12A. It is a wooded uphill sloping parcel, rising sharply, that is well above the grade of Route 12A (12-20+ feet). Route 12A is the abutment to the subject parcel's east. The parcel is primarily wooded with a mix of hardwoods and softwoods as well as some low-lying vegetation. The parcel is a remnant that was created when Route 12A was redesigned and Crain Road was constructed.

Along with Route 12A, the property also abuts Lot 4B-39 to the west and Lot 4B-39-1 to the south (both of these abutting parcels are owned by Nancy Balla, the requestor of this land purchase.) Although the subject parcel has very limited utility under any circumstances, due to it

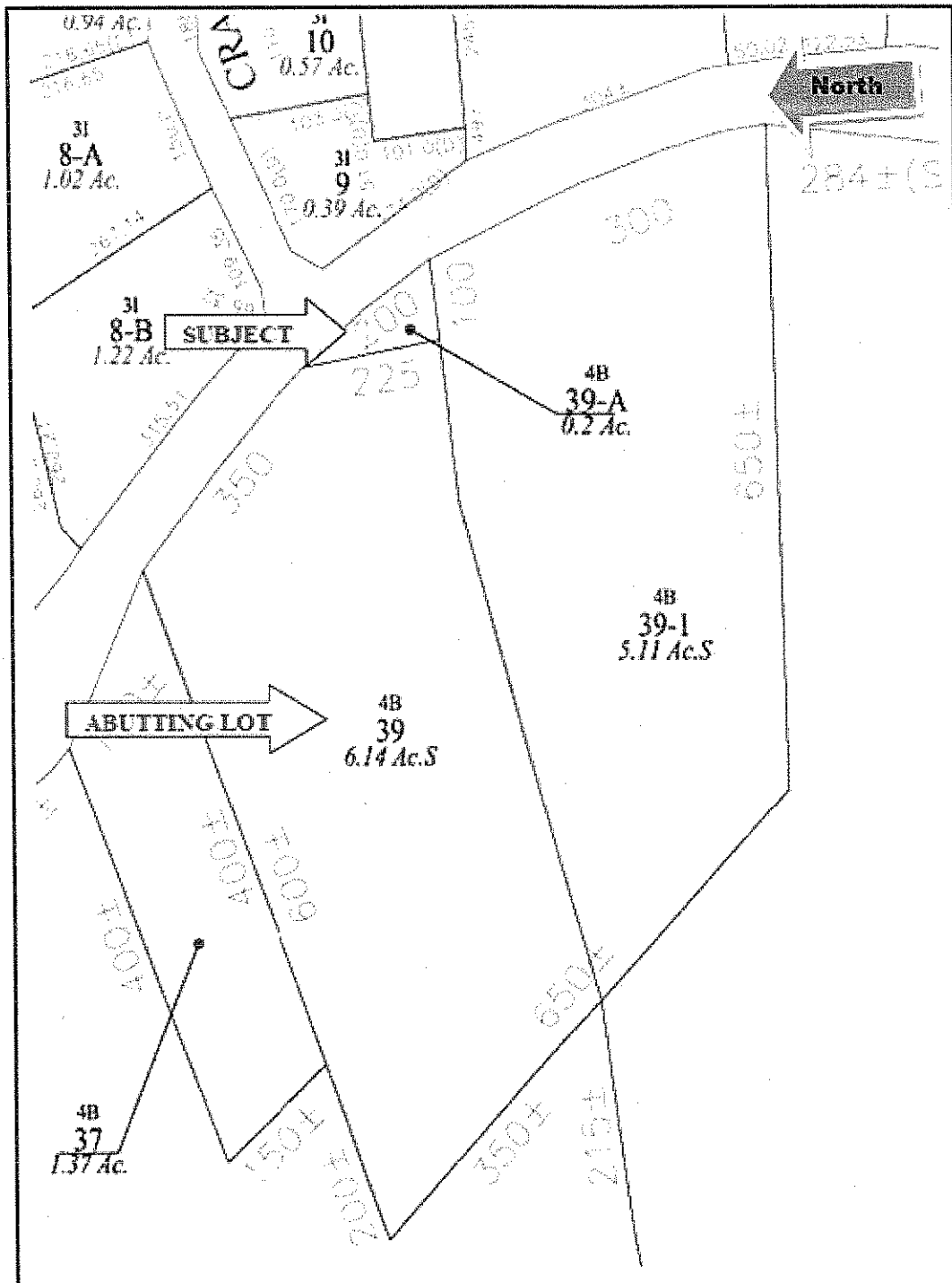
being steep, rocky, and not a legally buildable lot, Nancy Balla and the State are the only likely parties for whom the parcel holds any utility. The parcel could be considered to support Ms. Balla's adjacent holdings. The subject parcel does not constitute a conforming lot and could not support any building improvements. It is unimproved. Electricity, telephone and cable are available at the street.

The parcel is being valued to assist the client—the New Hampshire Department of Transportation, Bureau of Right-Of-Way, and its officials, employees and agents in providing a reasonable and supportable value estimate of the real estate for possible disposition, financial planning and decision making.

This report summarizes the basis of the value conclusions and provides definitions to specific terms. It also defines the Limiting Conditions, Hypothetical Conditions or Extraordinary Assumptions on which this valuation is based. Based on the data collected and analyzed, in my opinion the contributory value of the fee simple interest of the property as of January 26, 2016 is:

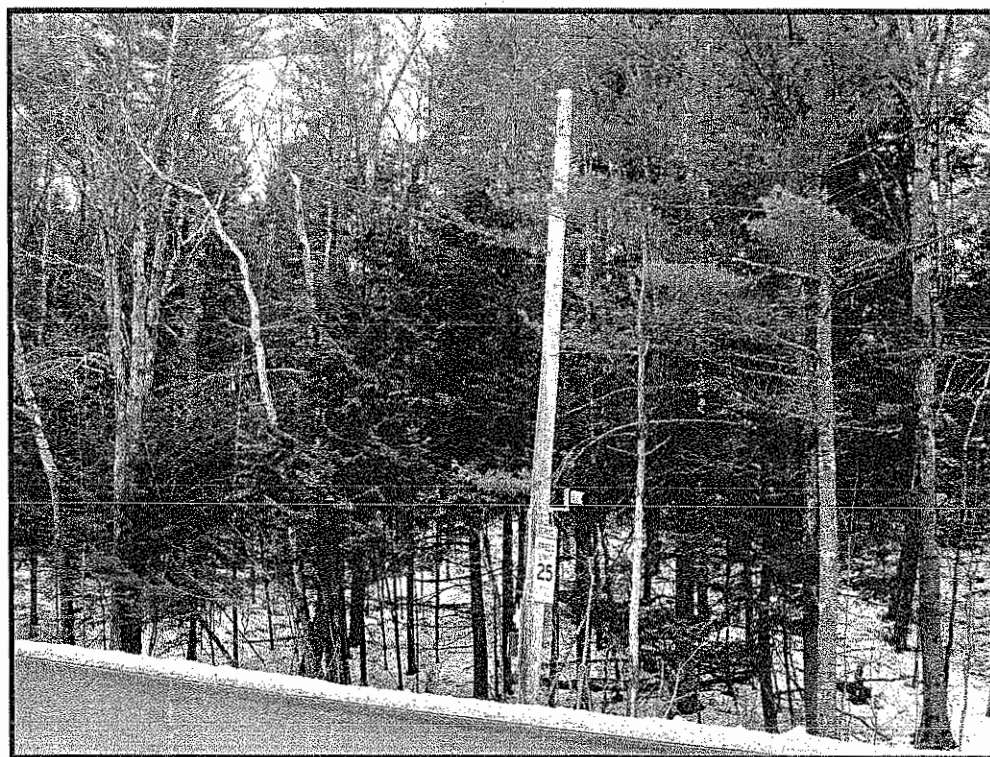
\$1,300.00

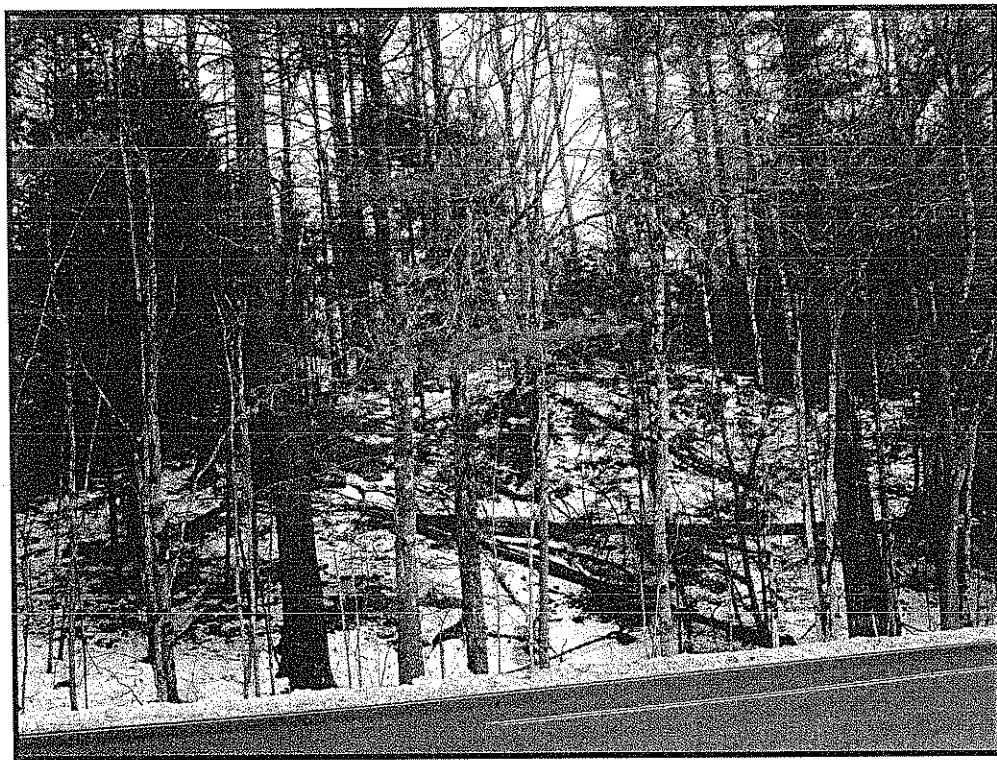
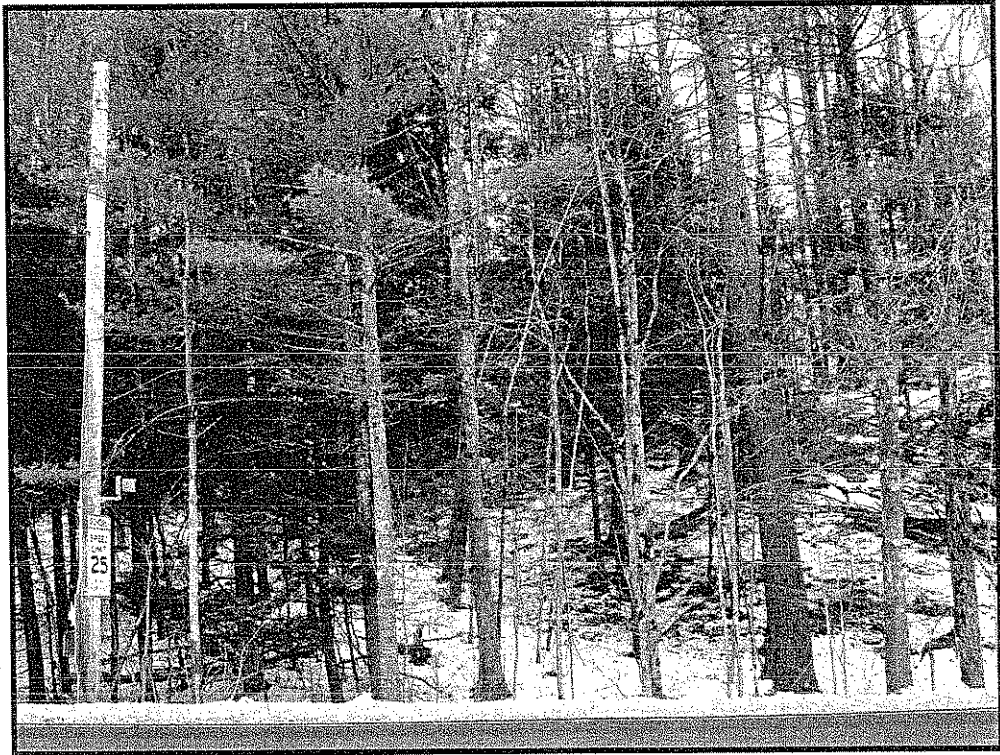
Tax Map



Photographs of the 0.2+/- acre parcel - Taken January 26, 2016 by Sandra L. Gromoshak

The following four views are taken from Crain Road, facing the 0.2± acre parcel, demonstrating progressive movement from the southeast to the northeast corners of the lot.





Photographs of the 6.14+/- acre parcel - Taken January 26, 2016 by Sandra L. Gromoshak

The following four views are taken from Crain Road, facing the 6.14± acre parcel, demonstrating progressive movement from the southeast to the northeast corners of the lot.





View of the parcel(s) frontage and Route 12A (looking south).



General Assumptions

For this report I have assumed:

- All maps, plans, and photographs I used are reliable and correct.
- The legal interpretations and decisions of others are correct and valid.
- The parcel areas given to me have been properly calculated.
- Broker and assessor information are reliable and correct.
- The abstracts of title and other legal information available are accurate.
- Information from all sources is reliable and correct unless otherwise stated.
- There are no hidden or unapparent conditions on the property or in the subsoil, including hazardous waste or ground water contamination, which would render the property more or less valuable.
- This summary appraisal report values only the real estate. It does not value personal property, computers, furniture, equipment, machinery, tools, business goodwill or inventory.

Extraordinary Assumptions

The subject's site size is taken from Assessor's records and the enclosed tax map. For purposes of this appraisal, the appraiser has employed an extraordinary assumption that the site size of 0.2± acres is reliable. Per USPAP, an extraordinary assumption is defined as an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Hypothetical Conditions

None.

General Limiting Conditions

This report is bound by the following limiting conditions:

- Sketches and photographs in this report are included to assist the reader in visualizing the property. I have not performed a survey of the subject property or any of the comparable sales, and do not assume responsibility in these matters.
- I assume no responsibility for any hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures, or the engineering that may be required to discover or correct them.
- Possession of this report (or a copy) does not carry with it the right of publication. Furthermore, it may not be used for any purpose other than by the party to whom it is

addressed without the written consent of the State of New Hampshire, and in any event only with the proper written qualification and only in its entirety. Neither all nor any part of the contents (or copy) shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the State of New Hampshire.

- Acceptance and/or use of this report constitutes acceptance of the foregoing underlying limiting conditions and underlying assumptions.

Purpose of Appraisal

The purpose of the appraisal is to estimate the value of the owner's marketable rights and interest in the subject property, as of the effective date of the appraisal, by employing an Appraisal Report in conformity with the New Hampshire Department of Transportation Right-Of-Way Manual, Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) (AKA Yellow Book), and Uniform Standards of Professional Appraisal Practice (USPAP).

Contributory Value

As referred to herein, the term Contributory Value is defined in the *Dictionary of Real Estate Appraisal, 5th edition*, (The Appraisal Institute, 2010), as follows:

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component.

Market Value

As referred to herein, the term Market Value is defined by *The Uniform Appraisal Standards for Federal Land Acquisitions*, as follows:

Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.

Exposure Time

A required analysis performed by an appraiser, in an assignment where market value is the value being sought, is the determination of estimated exposure time for the parcel being appraised. Exposure time is defined by USPAP as the estimated length of time that 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. Because market value is not the value sought in this appraisal assignment since a market for such a property does not exist (with the exception of the interested abutter), the concept of exposure time in this scenario is not valid. Thus no specific exposure time determination has been reported.

Property Rights Appraised

The unencumbered fee simple interest in the property has been appraised. Fee Simple interest is defined in the *Dictionary of Real Estate Appraisal, 5th edition*, (The Appraisal Institute, 2010), as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.

Date of Inspection

January 26, 2016.

Effective Date of Value

January 26, 2016.

Date of Report

March 16, 2016.

Intended Use

The intended use of this report is to assist the client—the New Hampshire Department of Transportation, Bureau of Right-Of-Way, and its officials, employees and agents in providing a reasonable and supportable contributory value estimate of the real estate for possible disposition, financial planning and decision making.

Intended User

The reader should clearly understand that the use of this report is intended to be for the exclusive use of the New Hampshire Department of Transportation.

Scope of Work

The scope of work identifies the type and extent of research and analyses in an assignment. My investigations and research included an on-site inspection and photographing of the subject property on January 26, 2016. I examined Town and County property records including assessment data and taxes, zoning regulations, the availability of public utilities, and access. I researched the type and intensity of neighboring uses and reviewed information from the files of the New Hampshire Department of Transportation.

I formed an opinion of the highest and best use of the subject site based on its legal, physical, and neighborhood land use characteristics. I compiled comparable land sales data for the abutting property, verified and analyzed the data, developed an opinion of the market value of the abutting property that was the basis for the pro-rata analysis by which the subject's contributory value was estimated. I prepared this appraisal report in compliance with USPAP 2-2(a) to convey my findings, the market data, and the analyses.

Property data was collected and compiled from several sources, including the Towns of Surry, Chesterfield (and its community of Spofford), Swanzey, Sullivan and Alstead, the Cheshire County Registries of Deeds, New England Real Estate Network (MLS), Real Data, and local real estate professionals. The scope of this analysis also included an inspection of the site, records, maps, satellite images, zoning data, and the MOSAIC GIS database.

Property Identification

The surplus property is identified as a 0.2± acre parcel located on the westerly side of Route 12A, Surry, Cheshire County that is owned by the State of New Hampshire. It is further identified by the Surry Assessor as Lot 39-A on Map 4B.

Listing, Transfer, and Ownership History

The State of New Hampshire currently owns the subject parcel. It acquired the property by a warranty deed recorded on July 12, 1940 at the Cheshire County Registry of Deeds in Book 487, Page 541 in conjunction with the Surry FCP-2-B (Flood control plan) from 1940. The subject parcel is a remnant from a larger lot that was created when Route 12A was built.

The property is not currently offered for sale, has not been listed for sale in the past 12 months and, to the best of the appraiser's knowledge, it is not under contract or option. The abutting property owner, Nancy Balla, is reportedly interested in purchasing the subject property. The parcel could be considered to support Ms. Balla's adjacent holdings.

Present Use

The property remains undeveloped. It is above grade and has very limited utility under any circumstances, due to its size, its configuration, its setbacks, and the fact that it is steep and rocky.

Real Estate Tax Data

Property Assessment

Town Property ID	Land	Building	Total
Map 4B, Lot 39-A	\$13,500	\$0	\$13,500

Real Estate Tax

Assessed Value	Tax rate/\$1,000	Real Estate Taxes
\$13,500	\$24.82	\$335.07

Comments

The subject property is owned by the State of New Hampshire and is therefore tax exempt. The State of New Hampshire Department of Revenue currently estimates that assessed values in Surry reflect approximately 99.3% of true market value resulting in an equalized assessed value of \$13,595.17. Assessment for *ad valorem taxation* is based on broad base techniques heavily weighted to residential properties and is not considered an accurate reflection of market value as defined in this report.

Area/Neighborhood Description

Surry is located in the northcentral portion of Cheshire county with Alstead to its north, Gilsum to its east, Keene to its south, Westmoreland to its southwest, and Walpole to its northwest. Manchester, the state's largest city is located approximately 70 miles to the east. The area is relatively rural and not very accessible to the State's Interstate highway system.

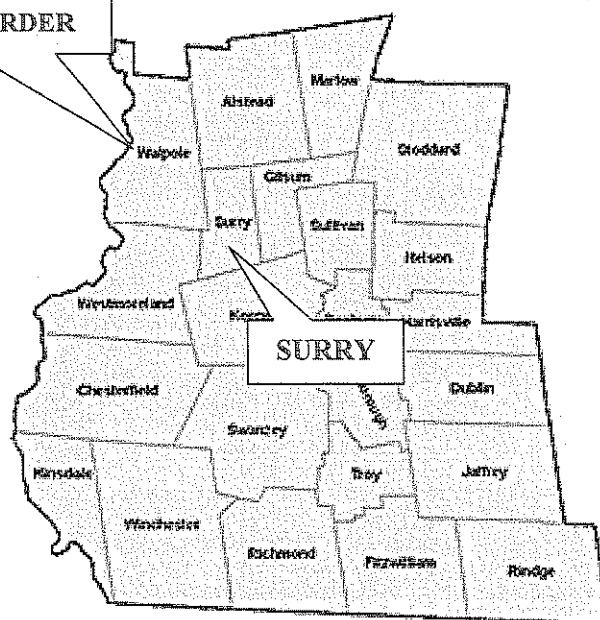
According to the United States Census Bureau, the town has a total area of 15.9 square miles, of which 15.6 square miles is land and 0.3 square miles is water, comprising 2.01% of the town. The highest point in Surry is along the town's western border, on the upper slopes of Derry Hill, where the elevation reaches 1,555 feet above sea level. Surry Dam on the Ashuelot River is in the south central part of town. It holds back the Surry Reservoir which functions as a recreational site. A waterfall locally known as 40 Foot Falls can be seen from Joslin Road on Merriam Brook.

VERMONT BORDER

During the years of 2009-2013, it was reported that 372 housing units existed with 357 being single-family units, 3 being 2-4 unit dwellings, and 12 being mobile home units (or other).

The immediate neighborhood consists of residences, a volunteer fire department, farmland, an automobile service center, a school, a church, and some undeveloped land.

As of the census of 2000, there were 673 people, 268 households, and 206 families residing in the town. The population density was 43.2 people per square mile. There were 282 housing units at an average density of 18.1 per square mile. The racial makeup of the town was 98.07% White, 0.59% Native American, 0.30% Asian, 0.15% from other races, and 0.89% from two or more races. Hispanic or Latino of any race were 1.49% of the population.



As of 2013, the total population was 802 people with 369 being male and 433 being female. The majority of the population was 35 years of age to 64 years of age. The median age was 51.8 years.

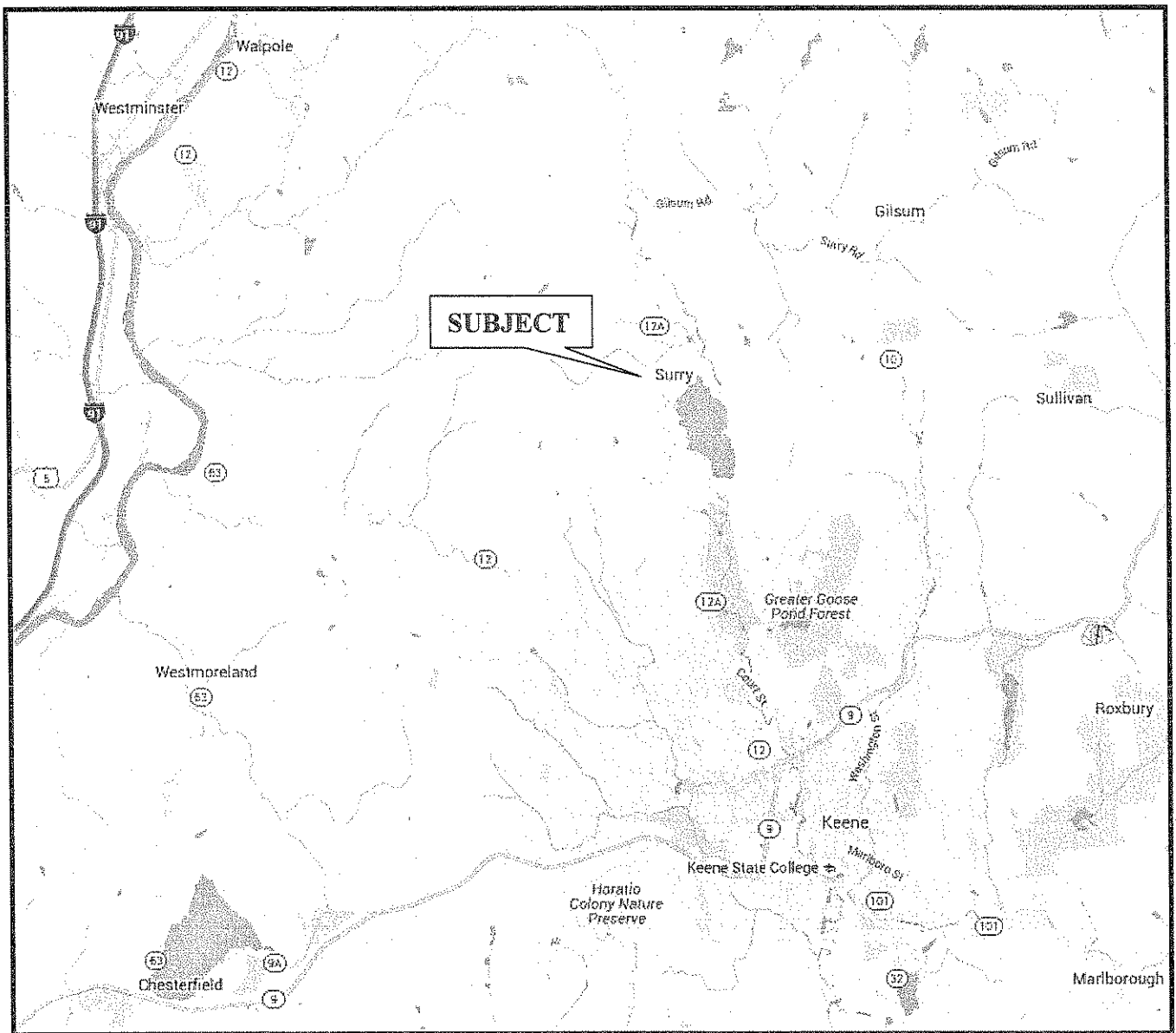
The median income for a household in the town was \$75,385 (as of 2013), and the median income for a family was \$78,854 (as of 2013). Per 2013 data, males had a median income of \$54,375 versus \$42,000 for females. The per capita income for the town was \$40,095. About 4.5% of the population was below the poverty level.

Surry is governed by a Board of Selectmen. Students grades K through 8 attend an elementary school in town with a total enrollment of 97 students. Grades 9 – 12 attend in Keene (SAU 91). There is very little business or industry in the town. The majority of residents are employed in the private industry sector.

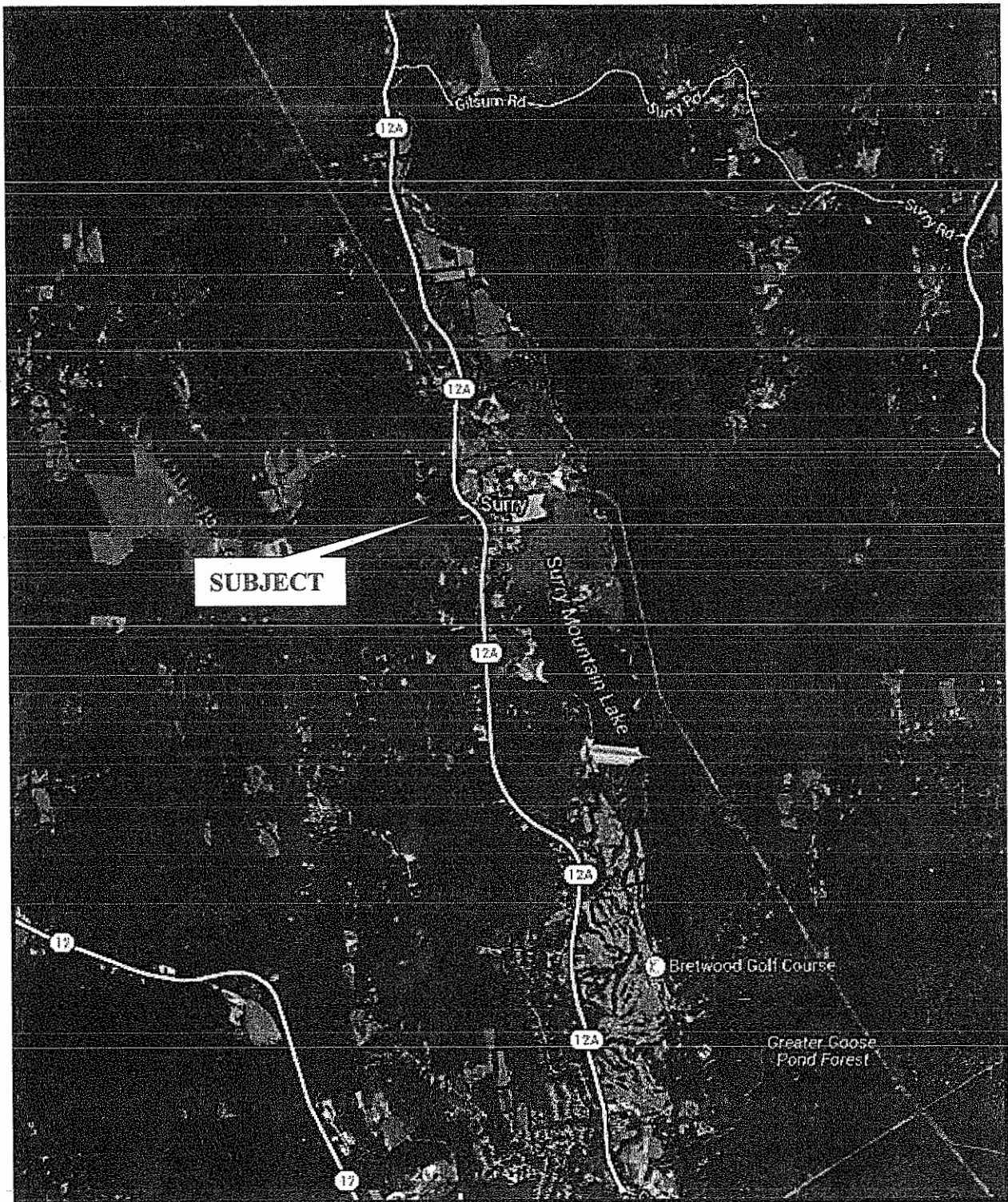
New Hampshire has continually ranked as having one of the lowest unemployment rates in the country. Unemployment rates rose during the great recession, but they began declining in 2010 and continued to drop gradually during the past year. The most recent statistics, available from the NH Department of Labor, report unemployment rates in January 2016 to be: 2.8% in the Keene NH MicroNECTA Labor Market Area, which includes Surry; 3.3% in Hillsborough County; 3.2% in New Hampshire; 4.4% in New England (December 2015), and 5.3% in the United States.

In summary, Surry is a picturesque rural town with fair access to the regional highway system, minimal commercial activity and virtually no industry. The subject neighborhood enjoys good accessibility along Route 12A and lies north of the Keene town line. The neighborhood has an extensive network of streams and brooks; Surry Mountain Lake is fully within the boundaries of Surry. Much of the land is undeveloped and the existing development is older and residential/agricultural in nature. There is very little new development taking place in town. There are a few nearby low to medium traffic commercial uses to the south in Keene. The village of Surry is located just east of the subject property and Keene's downtown is approximately 7 miles to the south.

Area Map



Neighborhood Map



Zoning

The subject parcel is located in Surry's Village Residential District (VR), a district which ensures that the Village area provides the mix of public and private land uses and arrangements typical of a traditional New Hampshire village. To this end, the regulations are intended to: (1) create a clearly-defined Village area within which residents can walk to facilities; and (2) allow for the establishment of the types of uses that are considered typical for a traditional Village. The VR district permits single-family dwellings, municipal facilities, public utilities, religious, governmental, educational or cultural facilities, retail establishments, forestry, cottage industries, and non-commercial recreational uses such as playgrounds. A wider array of uses, such as two-family dwellings, are permitted by special exception.

In this district, the minimum lot size is 1.00 acre; the minimum lot width requirement is 150.00'; the minimum lot depth is 200.00' the front setback is 30.00'; the side and rear setbacks are each 10.00'; and the minimum road frontage is 150.00'.

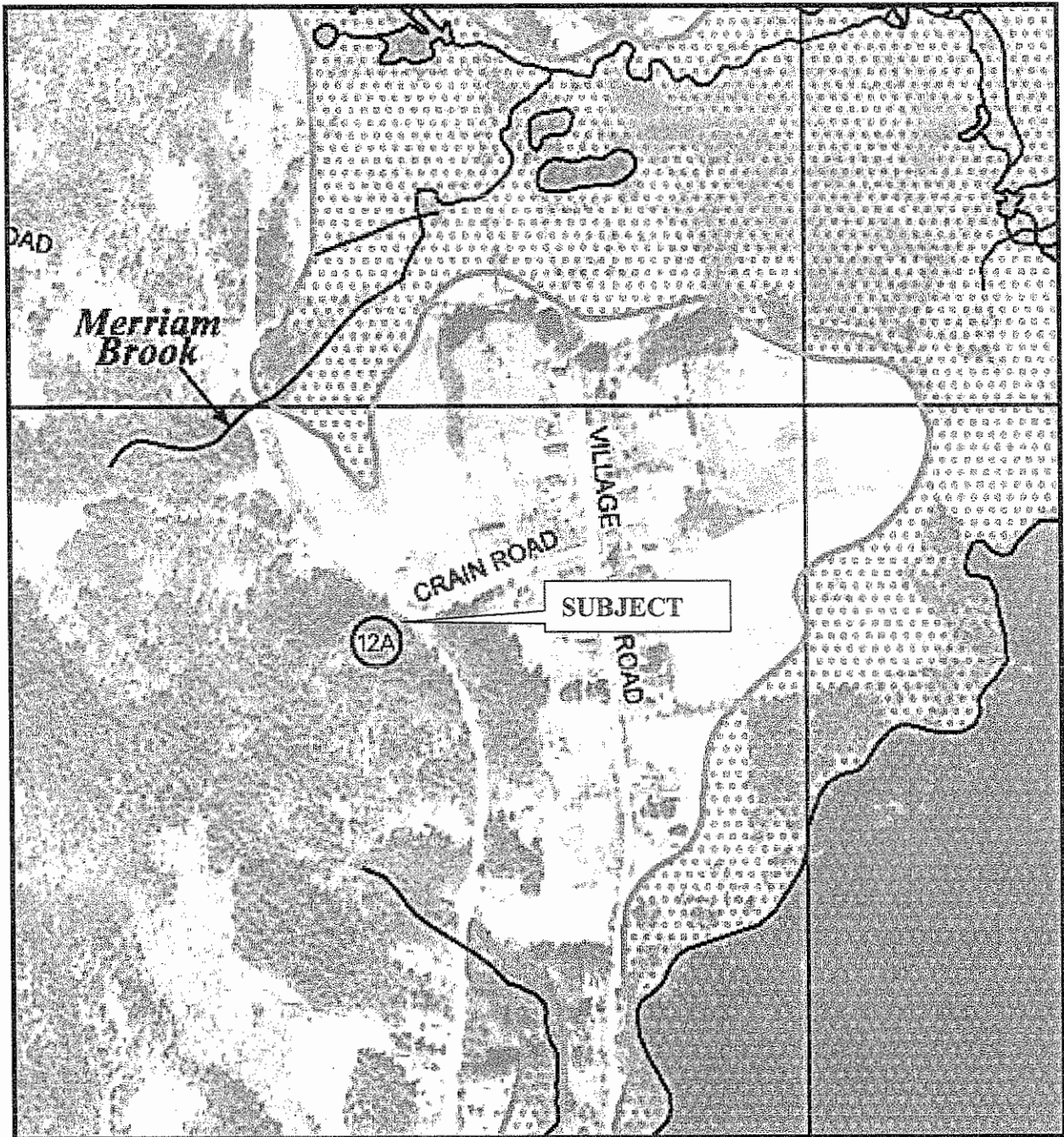
Due to the subject's size, steepness, and configuration it is limited in its use as only supplemental land for one of the two abutting lots. Since the lot does not meet the lot size and depth requirements, it is not a legally buildable lot. Article VII D outlines requirements for sanitation and sewage facilities that also could not be met on the subject site.

Property Description – Subject

The appraised property consists of a 0.2± acre, vacant triangular-shaped parcel located on the westerly side of State Route 12A, south of Merriam Brook, northwest of Surry Mountain Lake, a 2-lane route running north to south connecting the towns of Alstead, Surry, and Keene with the town of Alstead being located north of Surry and the city of Keene being located to Surry's south. The subject lot is located across from Crain Road, a side road located on the easterly side of Route 12A. The subject land area contains approximately 200' of frontage on Route 12A. It is a wooded uphill sloping parcel, rising sharply, that is well above the grade of Route 12A (12-20+ feet). Route 12A is the abutment to the subject parcel's east. The parcel is primarily wooded with a mix of hardwoods and softwoods as well as some low-lying vegetation. The parcel was created when Route 12A was redesigned and Crain Road was constructed.

Utilities available at the street include electricity, telephone and cable. Any development would require on-site well and septic, which almost certainly could not be supported on the subject site.

Flood Map 33005C0140E Dated 5/23/06



Highest and Best Use

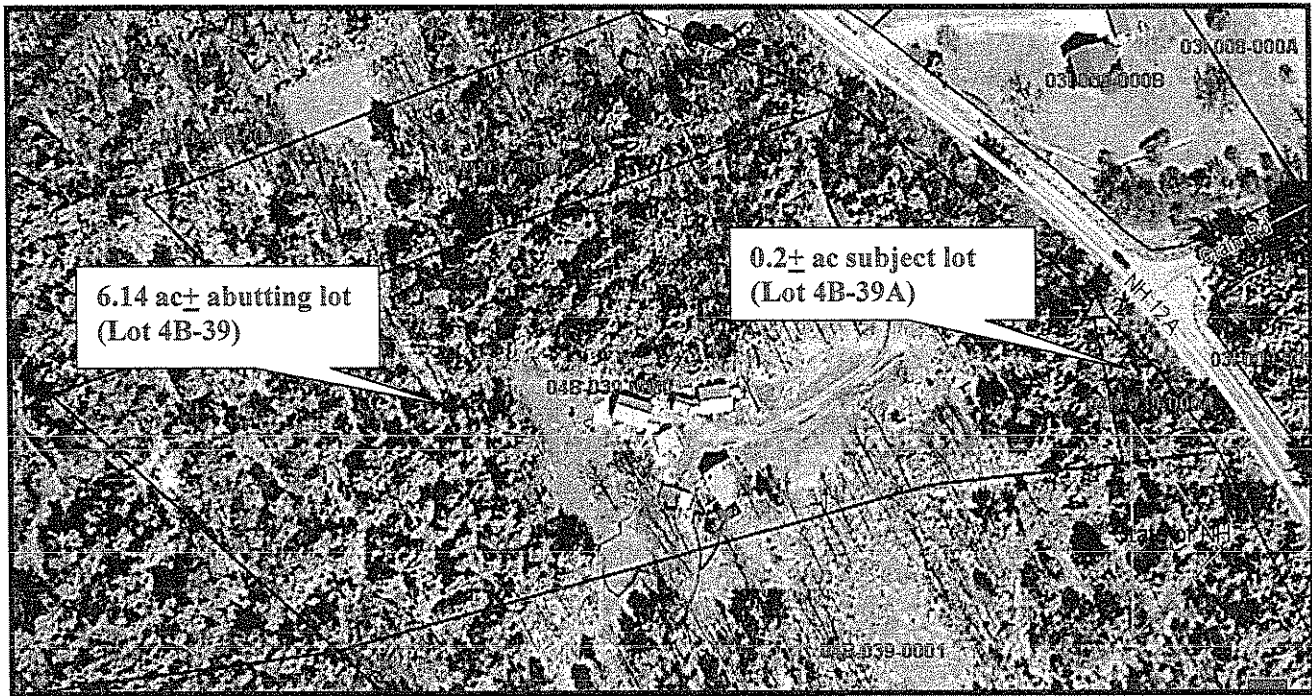
Highest and best use is that physically possible, legally permissible, financially feasible, and maximally productive use that would result in the greatest net return. It must not be highly speculative nor predicated upon conditions anticipated in the too distant future.

The VR district permits single-family dwellings, municipal facilities, public utilities, religious, governmental, educational or cultural facilities, retail establishments, forestry, cottage industries, and non-commercial recreational uses such as playgrounds. A wider array of uses, such as two-family dwellings, are permitted by special exception. The size, terrain, configuration, grade and access of the site place severe limits on its use. The subject does not represent a buildable parcel on its own and would add minimal utility to the adjacent right-of-way or its only abutter. The location is an area that has experienced little growth over the last 15 to 20 years and much of the property in the vicinity consists of undeveloped land with residential homes of various ages, styles and sizes. There are some low to medium visibility commercial uses to the south in Keene.

The market for small unbuildable parcels is always quite limited, usually restricted to abutting property owners for a variety of uses, such as additional buffer or to keep another party from acquiring a parcel. The parcel has little to no utility to the State for right-of-way purposes as it has been declared surplus. The maximally productive use is as supplemental land for one of the two abutting lots. Based on the above factors and analysis, the highest and best use of the subject is concluded to be for assemblage with its only abutter for use as additional buffer and to provide a more regular configuration to the abutting parcel.

Valuation

In order to determine the value of the subject parcel, the appraiser employed the Principle of Contribution, an appraisal principle which states that the value of a particular component is measured in terms of its contribution to the value of the whole property or as the amount that its absence would detract from the value of the whole. The Principle is further explained that the value of a component part of a property depends upon how much it contributes to the value of the whole. The term "contributory value" is defined as the change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Since the subject parcel both abuts Lot 4B-39 and diminishes its road frontage, Lot 4B-39 was the site analyzed when determining if the subject parcel contributes any value to it. Lot 4B-39 is, per the enclosed map immediately below, 6.14± acres. Therefore similarly sized parcels were researched and analyzed.



To determine value, a Before and After analysis would typically be performed. However, in this case, a Before and After approach would indicate subdivision potential. This is considered to be speculative, potentially distorting the value of the subject. Therefore, it was determined that the pro rata would be used.

The three traditional approaches to value are the Income Approach, Sales Comparison Approach, and Cost Approach. I have relied on the Sales Comparison Approach exclusively. The other methods of valuation are not applicable given the nature of the subject, the nature of this assignment, or the market data available.

Fourteen similar land sales between February 2013 and January 2016 located in the towns of Surry, Alstead, Fitzwilliam, Jaffrey, Chesterfield, Swanzey, Dublin, Sullivan, Hinsdale, Stoddard, and Marlborough were found. Of that grouping, the three most comparable were analyzed in the sales comparison grid below.

Sales Comparison Approach

The three comparables shown in the following grid were the most comparable sales known to me. The description includes percentage adjustments reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject site, a negative (-) adjustment is made, thus reducing the indicated value for the subject; if a significant item in the comparable property is inferior to, or less favorable than, the subject site, a positive (+) adjustment is made, thus increasing the indicated value for the subject.

Single family residential lots are traded on a whole lot basis. The analysis below is using the whole lot valuation.

Item	Abutting Property	Comparable No 1		Comparable No 2		Comparable No 3	
Address	Lot 4B-39 Route 12A Surry, NH	Lot 5B-371 Pond Road Surry, NH		Lot 24A-A6 Corner Route 63 & Crow ningshield Road Chesterfield, NH		Lot 59-12 Gilsun Mine Road Alstead, NH	
Grantor		Matthew W. Prigge and Kristin M. Drake		Harlan J. Denny and Kevin R. Denny		LLS Capital Management, LLC	
Grantee		Andrew & Deborah Dugrenier		Stephanie Pratt and Gregory Pratt		Shawn Massoni and Margot Massoni	
Recorded Book/Page		CCRD 2890/634		CCRD 2913/287		CCRD 2922/123	
Sale Price	Estimate		\$49,950		\$30,000		\$38,000
Buyer/Seller Motivation		Arms length		Arms length		Arms length	
Data Source	Inspection/Public Records/Ow ner	Broker/Public Records		Broker/Public Records		Broker/Public Records	
		Description	Adjustment	Description	Adjustment	Description	Adjustment
Date of Sale/Time Adjustment		12/12/2014		7/28/2015		10/7/2015	
Adjusted Sale Price			\$49,950		\$30,000		\$38,000
Site Size (ac)	6.14	6.10		4.03	+10%	7.15	-5%
Street Location	Main Route	Side Street/Superior	-10%	Corner Main Rte. & Side Street Slightly Superior	-5%	Side Street/Superior	-10%
Geographic Location	Rural but close to Keene	Rural but close to Keene		Very rural and dis tant from Keene	+20%	Very rural and dis tant from Keene	+20%
Zoning	General	Rural		Rural/Agricultural		Residential	
Site Characteristics	Rolling/Wooded/ Some cleared	Rolling/Wooded/ Some cleared/Pond	-10%	Rolling/Wooded/ None cleared	+10%	Rolling/Wooded/ Some cleared	
Utilities	Well & Septic Required	Well & Septic Required		Well & Septic Required		Well & Septic Required	
Net Adj. (Total)		-20%		+35%		+5%	
Subject's Indicated Value		\$ 39,960		\$ 40,500		\$ 39,900	

Summary of Comparable Land Sale 1

Location / Address: Lot 5B-371 Pond Road, Surry, NH

Grantor > Grantee: Matthew W. Prigge and Kristin M. Drake > Andrew & Deborah Dugrenier

Registry Reference: CCRD Book 2890, Page 634

Sale Price / Date: \$49,950 / December 12, 2014

Site Area: 6.10 acres

Unit Value: \$8,189/acre

Frontage: 437.00' on Pond Road

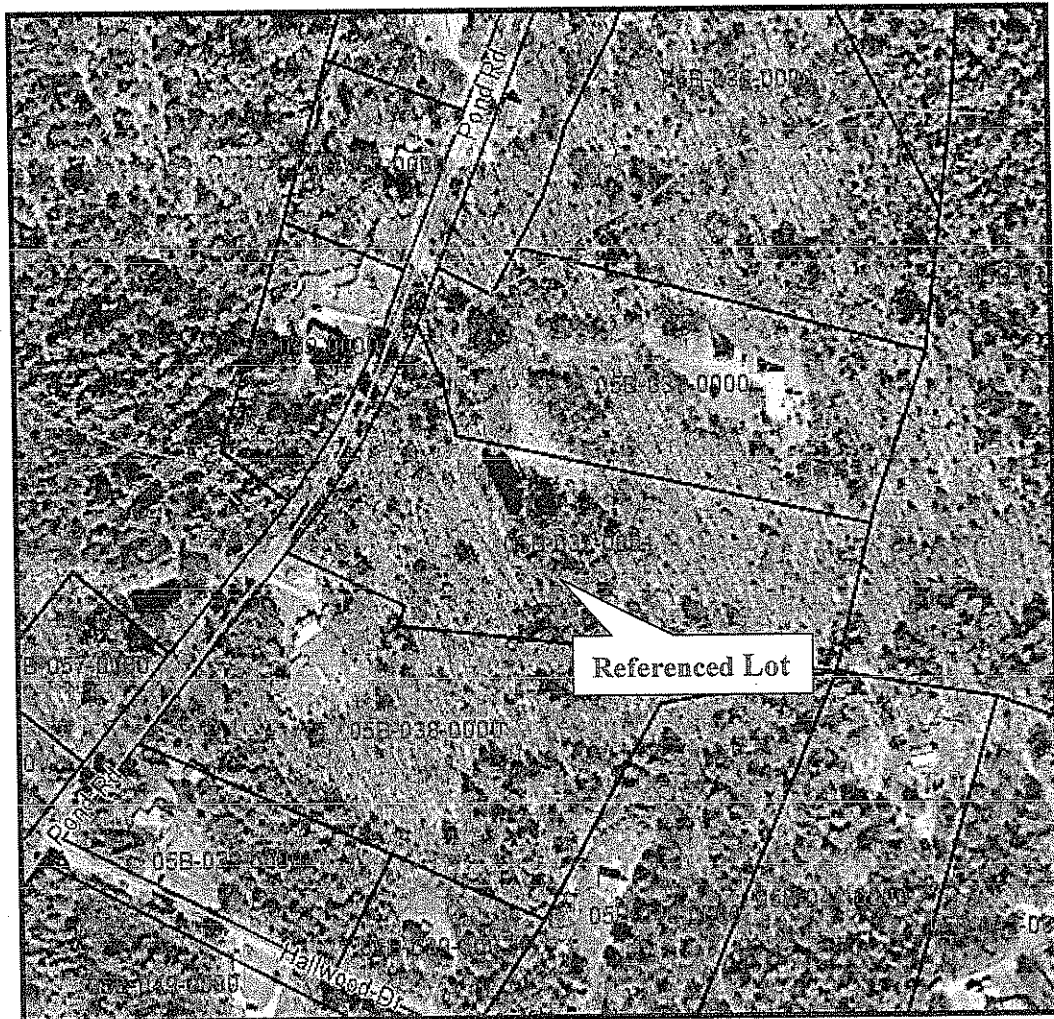
Available utilities: Electricity, telephone, cable

Zoning / Map Ref.: Rural Residential zone / Map 5B, Lot 37-1

Conf. Source / By: Broker, Public Records / S. Gromoshak

H & B Use at Sale: Residential lot

Comments: This is an irregular-shaped vacant residential rolling lot containing primarily mixed woods with some open areas. The property also boasts a small pond. Per current zoning requirements, this lot has the potential of being subdividable however, the following deed restrictions must be considered: no manufactured housing, no unregistered vehicles or equipment is sight, no commercial motor vehicles, and an area that is restricted from cutting. This restricted area is 25' wide and runs parallel to the northern boundary.



Summary of Comparable Land Sale 2

Location / Address: Lot 24A-A6 Corner Route 63 & Crowningshield Road, Chesterfield, NH

Grantor > Grantee: Harlan J. Denny and Kevin R. Denny > Stephanie Pratt and Gregory Pratt

Registry Reference: CCRD Book 2913, Page 287

Sale Price / Date: \$30,000 / July 28, 2015

Site Area: 4.03 acres

Unit Value: \$7,444/acre

Frontage: 630.00' on Route 63 and Crowningshield Road

Available utilities: Electricity, telephone, cable

Zoning / Map Ref.: Rural/Agricultural zone / Map 24A, Lot A6

Conf. Source / By: Broker, Public Records / S. Gromoshak

H & B Use at Sale: Residential lot

Comments: This is a primarily rectangular vacant residential rolling lot that is wooded and without any clearing. It is a corner lot fronting on State Route 63 and a dead end street named Crowningshield Road. Per current zoning requirements, this lot does not have the potential of being subdividable.



Summary of Comparable Land Sale 3

Location / Address: Lot 59-12 Gilsum Mine Road, Alstead, NH

Grantor > Grantee: LLS Capital Management, LLC > Shawn Massoni and Margot Massoni

Registry Reference: CCRD Book 2922, Page 123

Sale Price / Date: \$38,000 / October 7, 2015

Site Area: 7.15 acres

Unit Value: \$5,315/acre

Frontage: 194.00' on Gilsum Mine Road

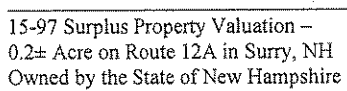
Available utilities: Electricity, telephone, cable

Zoning / Map Ref.: Rural Residential zone / Map 59, Lot 12

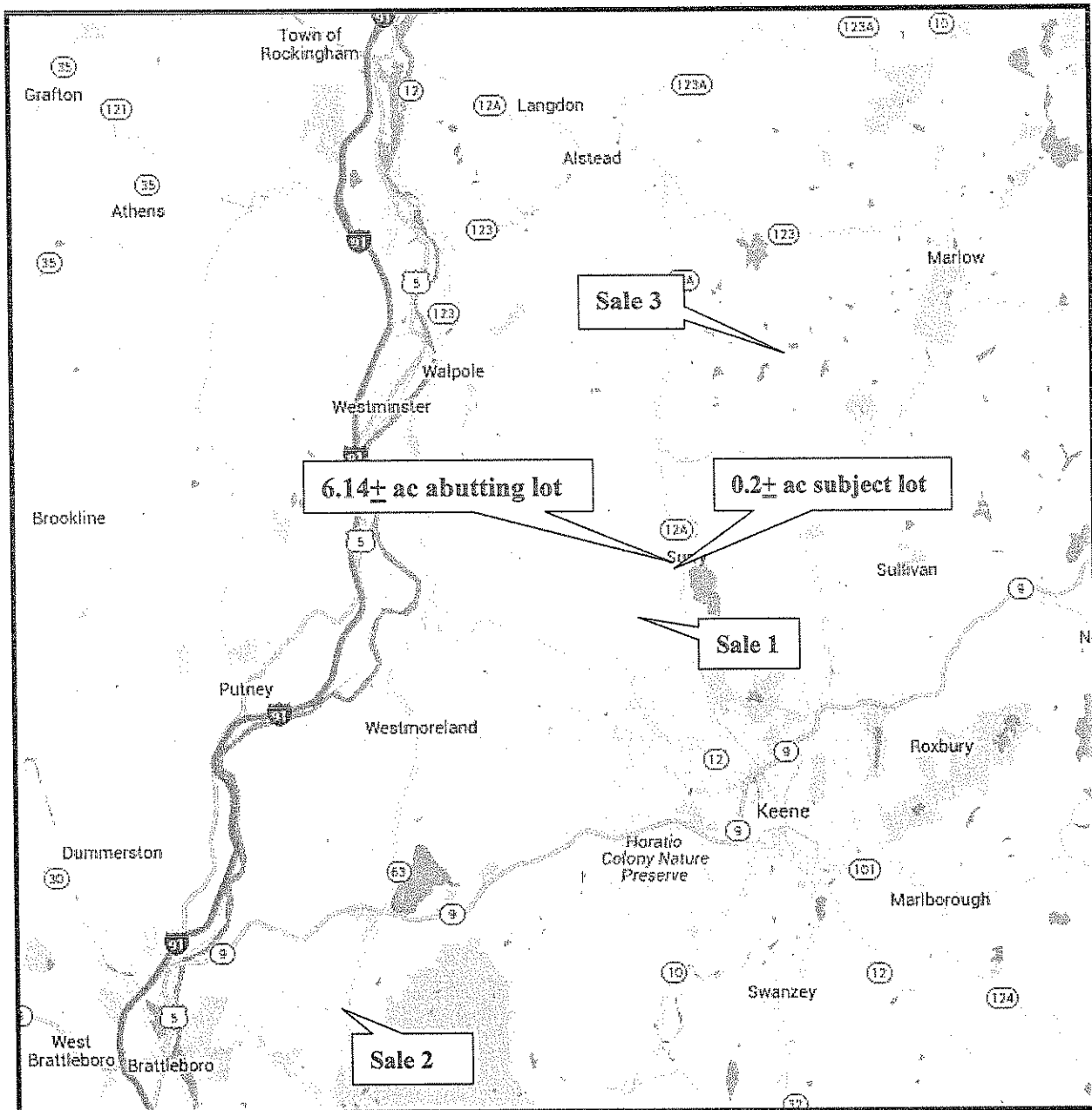
Conf. Source / By: Broker, Public Records / S. Gromoshak

H & B Use at Sale: Residential lot

Comments: This is a primarily rectangular vacant residential rolling lot that is wooded with some clearing. A driveway is roughed in but somewhat overgrown. Per current zoning requirements, this lot does not have the potential of being subdividable.



Location Map



Analysis:

NOTE: The adjustments made to Sales 2 and 3 in the enclosed grid were primarily determined via a paired sales analysis of those comparables against Sale 1. Those adjustments have been explained in detail below. The Indicated Price Per Usable Acre in Sale 1 was compared to the actual sale prices of the second and third sales to determine respective percentage differentials which were rounded to the nearest 5, i.e. +35% and +5%. Based on the appraiser's experience in the market, those percentage differentials were then justly divided among the line items in Sales 2 and 3 which necessitated adjustments.

Property Rights Conveyed and Seller Concessions

All of the comparables are Fee Simple and none involved seller concessions.

Buyer/Seller Motivation

No obvious motivations on the part of either the buyer or the seller were apparent for any of the comparables.

Date of Sale/Time Adjustment

Because the sales are recent and the market has remained stable, none of the comparables required a Time adjustment.

Site Size

The analyzed abutting lot and Sale 1 are relatively similar in size and utility so a Site Size adjustment was not necessary for Sale 1.

However, in order to recognize the greater size of Sale 3, a negative 5% adjustment was applied while a positive 10% adjustment was necessary for Sale 2 because of its smaller size.

Street Location

Residential properties fronting on main routes, as is the abutting lot's case, are typically deemed to be inferior locations when compared to residences on side streets. To account for the superiority of the side streets on which Sales 1 and 3 are located, a negative 10% adjustment was applied to each.

Because the second sale has frontage on two roads, one a main route and the other a side street, it was reduced by only 5%.

Geographic Location

The abutting lot and all three of the comparable sales are considered to be rural but two of the three sales are considerably distant from Keene which is known to be Cheshire county's destination city for an abundance of shopping, eateries, and entertainment. To reflect the distance Sales 2 and 3 have from Keene, positive 20% adjustments were necessary.

Zoning

All of the comparables are in zones which allow for residential uses therefore no adjustments were necessary.

Site Characteristics

Since Sale 1 contains a water feature, a negative 10% adjustment was determined to be adequate to account for this superiority.

Because no portion of Sale 2's land was cleared it, when compared to the analyzed abutting lot, is considered to be inferior thus a positive 10% adjustment was warranted.

Sale 3's site characteristics replicate those of Lot 4B-39 therefore an adjustment was not needed for this sale.

Utilities

The analyzed abutting lot, as vacant, would require a well and a septic system, as would all of the sales, therefore no Utilities adjustments were necessary.

Conclusion of Value:

After adjustments, the comparables resulted in Indicated Prices ranging from \$39,900 - \$40,500. Each of the comparables was selected because of their similar uses in residential zones in similar locations within Cheshire county. Sale 1 was specifically used because it is located in the subject town of Surry. In order to include a comparable with frontage on a main route, the appraiser included Sale 2. The third sale offered specifics such as similar site characteristics and it best bracketed the analyzed abutting lot's site size. Because Sale 1 is located in Surry, it was emphasized. This sale happens to represent the median adjusted price. Considering the rounded Indicated Price of Sale 1, it was concluded that the analyzed abutting lot warrants a market value opinion, as though vacant, via the sales comparison approach of:

\$40,000

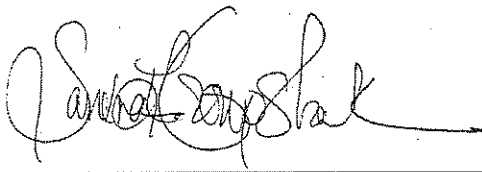
In order to allocate a value of the contribution that the 0.2± acres would make to the abutting site, the appraiser utilized the following equation: $\$40,000 / 6.14\pm \text{ acres} = \$6,514.66/\text{acre} \times 0.2\pm \text{ acres} = \$1,302.93$ rounded to \$1,300.00.

Based upon the above described research and analysis, it is my opinion that the contributory value of the subject site's fee simple interest is **\$1,300.00** for the subject 0.2± acre area.

Appraisal Certification

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 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.
- I appraised the subject property as of January 26, 2016 in a report dated February 5, 2016.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 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.
- My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the *Uniform Appraisal Standards for Federal Land Acquisitions*, the *Uniform Standards of Professional Appraisal Practice*, *New Hampshire Department of Transportation Right-Of-Way Manual*, *Code of Professional Ethics* and the *Standards of Professional Practice of the Appraisal Institute* and *American Society of Appraisers*.
- I have made a personal on-site inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to me.



March 16, 2016

Sandra L. Gromoshak, NHCR #846
Staff Appraiser

Date

Legal Description

JOINT WARANTEE DEED

(Highway)

Myrtie L. Carpenter
Mabel M. Carpenter

to

State of New Hampshire

CHESHIRE COUNTY

Records

Received JUL 12 1940 193

9 Hour 00 Minute 0 M.

Recorded Lib. 487 Fol. 541

Examined by,

Winfield M. Chapin

Register

7/27/40 Rec. Fee \$1.00

KNOW ALL MEN BY THESE PRESENTS,

THAT, We, Myrtle L. Carpenter and Mable M. Carpenter, both of Surry, County of
Cheshire, State of New Hampshire,

for and in consideration of the sum of one dollar and other valuable consideration to ^{US} in hand before
the delivery hereof, well and truly paid by the ~~Town of~~ ^{any body corporate and}
~~politician~~ ^{COUNTY AND} State of New Hampshire, the receipt whereof ^{we}
do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain,
sell, alien, enfeoff, convey and confirm unto the said ^{State} ~~Town~~ of New Hampshire it and its successors
and assigns forever;

A small parcel of land located in the Town of Surry
and described as follows:

Beginning at the southwesterly corner of land of
the Grantors; thence northerly with land of Robert M.
Crain about two hundred and thirty feet (230'); thence
easterly with said Crain land about three hundred and
twenty feet (320') to a point that is twenty-five feet
(25') southerly from the center line of the new road
that will connect the present traveled road through
Surry Village with the new highway; thence westerly with
a line that is parallel with and twenty-five feet (25')
southerly from the center line of the new connecting
road to a point that is fifty feet (50') easterly from
the center line of the new highway; thence southerly
with a line that is parallel with and fifty feet (50')
distant easterly from the center line of the new highway
to land of Mabel Kingsbury; thence westerly with said
Kingsbury land to the point of beginning as shown on a
Plan of Surry Flood Control Project #2-B, in the Records
of the New Hampshire State Highway Department. Contain-
ing one and two hundredths (1.02) acres, more or less.

Appraiser Qualifications
Sandra L. Gromoshak, Certified Residential Appraiser, NHCR #846

Profile

A business development professional and entrepreneur with 23 years of professional experience involving: Residential Appraisals, Business Start-Ups, Sales, Marketing, Contract Negotiations, and Training & Development. My real estate appraisal experience spans 13 years of which I have valued developed properties and vacant land for various purposes including financing, tax abatement, estate work, divorce settlements, etc. for clientele ranging from the NH Department of Transportation to lending institutions, attorneys, and private homeowners.

From 2005 – 2015 I owned and operated a successful appraisal firm in southern New Hampshire.

Appraisal Education 2002 – 2015

LeMay School of Real Estate: 2016 – 2017 USPAP Update, 7 Credit Hours

The Appraisal Institute: General Appraiser Site Valuation & Cost Approach, 30 Credit Hours

International Right of Way Association (IRWA): Easement Valuation

Brooks Real Estate Academy: Collateral Underwriter & Report Writing, 7 Credit Hours

The Appraisal Institute: Reaching Escape Velocity; Breaking Free of the Great Recession, 2 Credit Hours

Brooks Real Estate Academy: Green Construction, 7 Credit Hours

Brooks Real Estate Academy: Report Writing: Emphasis on FHA, 7 Credit Hours

Brooks Real Estate Academy: 2014 – 2015 USPAP Update, 7 Credit Hours

Brooks Real Estate Academy: Construction, 7 Credit Hours

Brooks Real Estate Academy: Overview of the Uniform Mortgage Data Program, 3.5 Credit Hours

Brooks Real Estate Academy: Home Construction, 3.5 Credit hours

Brooks Real Estate Academy: Appraising Green Construction, 7 Credit Hours

New England School of Real Estate: Real Estate Salesperson Course, 40 hours

Brooks Real Estate Academy: USPAP 2012, 15 Credit Hours

Brooks Real Estate Academy: USPAP 2010, 15 Credit Hours

Massachusetts Board of Real Estate Appraisers: Mastering Unique & Complex Property Appraisal, 20 Credit Hours

Massachusetts Board of Real Estate Appraisers: Appraisal Review Crammer

JMB Real Estate Academy: Advanced Residential Application and Case Studies, 15 Credit Hours

Brooks Real Estate Services: Abatement Appraising, Continuing Ed.

Brooks Real Estate Services: USPAP 2008, Continuing Ed.

JMB Real Estate Academy: FHA & VA Appraising, Continuing Ed.

McKissock Real Estate & Appraisal School: Appraising the Oddball, Continuing Ed.

Massachusetts Board of Real Estate Appraisers: Residential Appraisal Problem Solving Seminar II, Continuing Ed.

The Appraisal Institute: FHA & The Appraisal Process, Continuing Ed.

The Lee Institute: USPAP 2006, Continuing Ed.

American Real Estate Academy: USPAP 2005, Continuing Ed.

Trans-American Institute: Appraisal Exam Prep & Review Course, Continuing Ed.

Career Web School: URAR Course, 15 Credit Hours

Brooks Real Estate Academy: USPAP 2003, 15 Credit Hours

Brooks Real Estate Academy: Income Property Appraisal, 32 Credit Hours

JMB Real Estate Academy: Fundamentals of Real Estate Appraisal, 30 Credit Hours

Daniel Webster College: Probability & Statistics

College Education

1988 - 1992 *Daniel Webster College* Nashua, NH
B.S., Business & Aviation Management

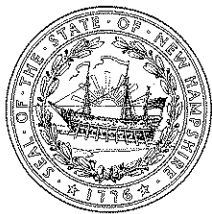
Professional Affiliations

Certified Residential Appraiser – New Hampshire

Certified Measurer & Lister – New Hampshire

Professional Avocations

Contributor to the creation of "Understanding NH Property Taxes" manual



STATE OF NEW HAMPSHIRE **LRCP 16-011**
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS
172 Pembroke Road, Concord, New Hampshire 03301

603-271-2214
FAX: 603-271-6488
www.nhdfi.org

Rep. Gene Chandler, Chairman
Long Range Capital Planning and Utilization Committee
C/O The Legislative Budget Assistant Office
Room 102, State House
Concord, NH 03301

March 28, 2016

Requested Action

1. Pursuant to RSA 4:40, authorize the Department of Resources and Economic Development (DRED) to sell a 20 foot wide utility easement over Davisville State Forest in Warner, NH for the appraised value of \$35,000 to Eversource Energy, and pursuant to RSA 4:40, III-A, set the administrative fee at \$1,100.
2. Pursuant to RSA 4:40, authorize DRED to sell a three-acre portion of Davisville State Forest in Warner, NH to Richard George for \$57,100, and pursuant to RSA 4:40, III-A, set the administrative fee at \$1,100.

Explanation

The three acre parcel is too small to effectively manage it for timber production. In addition, DRED recognizes the importance of electric power to the abutting business-Madgetech, and wishes to convey a permanent utility easement. Richard George was the highest of three bids received as shown on the attached bid synopsis. A recent appraisal valued the three-acre parcel at \$55,000 and the easement at \$35,000. Pursuant to RSA 227-G:5, IIb, DRED will deposit the \$35,000, \$57,100, and \$2,200 into the Forest Improvement Fund (Total deposit \$94,300).

These two (2) surplus actions were approved on January 14, 2016 by the Council on Resources and Development.

Your approval is respectfully requested. Please contact Bill Carpenter at 271-2214 with any questions.

Approved by,

Jeffrey J. Rose, Commissioner
Department of Resources and
Economic Development

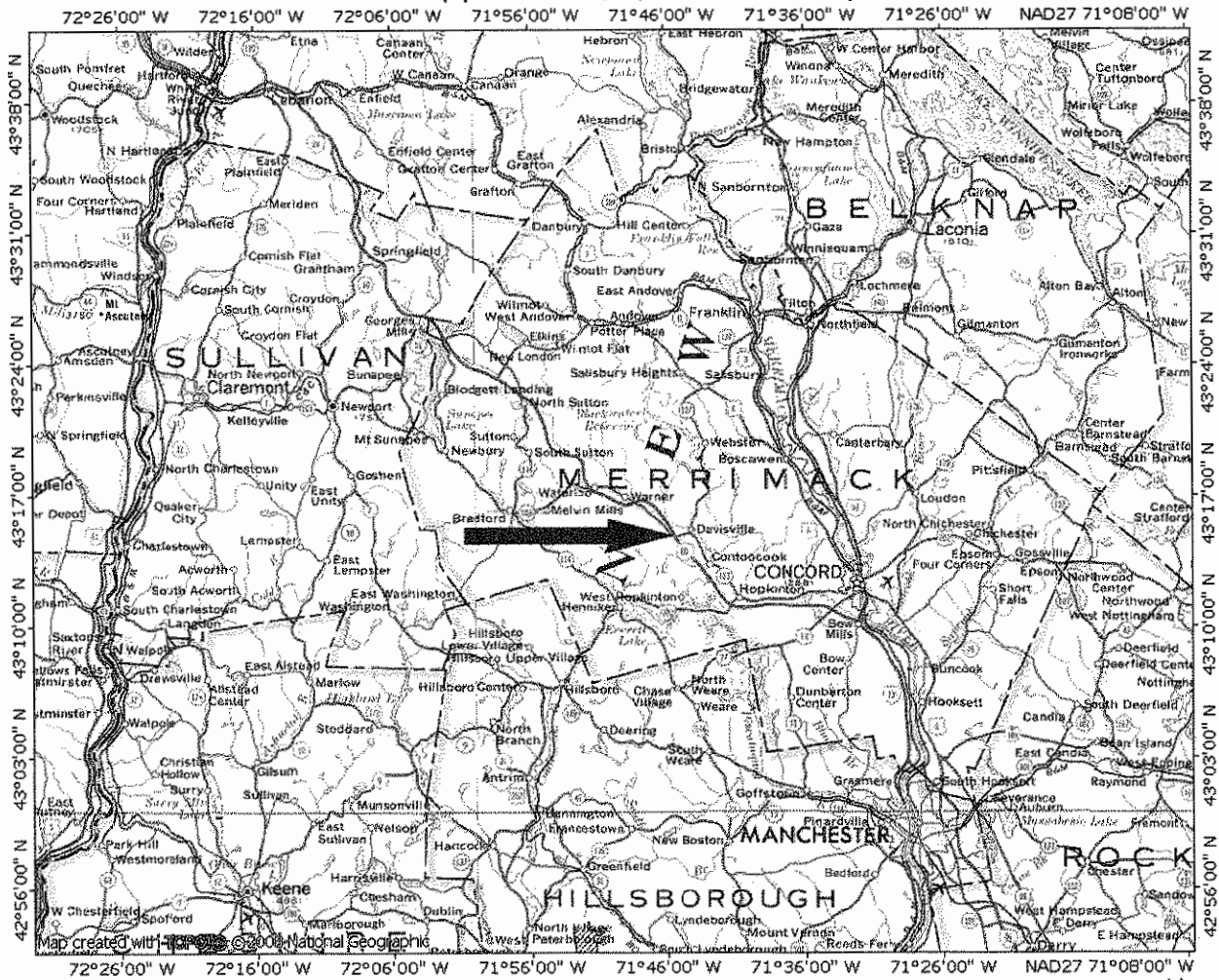
Attachments



Schedule A



TOPO! map printed on 03/07/14 from "Untitled.tpo"



NATIONAL
GEOGRAPHIC

0 5 10 15 20 25 miles
0 5 10 15 20 25 30 35 40 km

MN TN
14½°
03/07/14

Heath Appraisal Services

140 SECOND NEW HAMPSHIRE TURNPIKE NORTH
FRANCESTOWN, NH 03043

SCOT D. HEATH
(603) 588-3020
FAX (603) 588-3048

November 20, 2015

William T. Carpenter, Administrator, Land Management
State of New Hampshire
Department of Resources and Economic Development
Division of Forests and Lands
172 Pembroke Road
Post Office Box 1856
Concord, New Hampshire 03302-1856

RE: Appraisal of fee simple interest and utility line easement interest, approximately 2.90+ acres vacant land, being a portion of the Davisville State Forest, Warner Road, Warner, New Hampshire.

Dear Mr. Carpenter:

As requested, I have completed the appraisal of the above-referenced real estate. Based upon my investigations and analyses, market value of the fee simple interest in the subject property, as of November 10, 2015, being the most recent date of inspection, was concluded as follows:.....

Market Value "Before" Utility Line Easement:	<u>\$90,000</u>
Market Value "After" Utility Line Easement:	<u>\$55,000</u>
Market Value of Utility Line Easement Interest:	<u>\$35,000</u>

The accompanying report outlines the appraisal process and sets forth the rationale and methodology leading to the final opinions of value set forth above. Your attention is called to the Table of Contents which outlines the report, the Assumptions and Limiting Conditions which apply to this report, and to the Certificate of Appraisal (Certification).

Sincerely,



Scot D. Heath
Certified General Appraiser
(NHCG-211)

File No. 15-15

EVERSOURCE ENERGY

P.O. Box 330
Manchester, NH 03105-0330

Allison McLean
Community Relations
Manager

RECEIVED

MAY 11 2015

D.R.E.

May 7, 2105

William Carpenter, Sr. Land Agent
NH Division of Forest and Lands
PO Box 1856
Concord, NH 03302-1856

Dear Mr. Carpenter;


On behalf of Public Service Company of New Hampshire, d/b/a Eversource Energy ("PSNH"), it was a pleasure meeting with you and your team last April in reference to the utility right-of-way concern at the Davisville State Forest land parcel in Warner, NH. We appreciate the willingness of the Division of Forest and Lands to work with PSNH as we mutually attempt to find a resolution to this outstanding issue.

As we presented at the meeting, PSNH would prefer to keep the newly installed overhead line in the original location and overhead configuration where it was constructed on the parcel to service the directly abutting business customer on Old Warner Lane. PSNH offers to purchase a permanent right-of-way easement from the State of New Hampshire to accommodate that line as built. As you are aware, PSNH reviewed the level of resources and cost associated with dismantling and removal of the existing line, a installation of a new line to continue to service the customer via another route, including equipment use, material, labor, time and associated civil construction work, estimated at a total cost of \$35,000. Accordingly, PSNH has offered a purchase price for a permanent easement for the line in its current location and configuration of \$35,000, based on its avoided cost of not having to make such a line relocation.

As a result of our conversation at the April meeting, it is our understanding that this was an agreeable price to the Division of Forest and Lands and you would move forward with the review and approval process mandated by the State. PSNH also understood that per NH state statute, there is a mandatory administrative fee associated with state owned land transactions for \$1,100. The total amount to be paid to the Division of Forest and Lands by PSNH, pending necessary approvals, would be \$36,100.00 for permanent utility easement rights across the Warner parcel.

Again, we thank you for your efforts in helping to bring resolution to this issue.

Sincerely,



Allison McLean

cc: Chris Allwarden, Senior Legal Counsel
James Eilenberger, Director System Planning
Pauline Boire, Easement Coordinator

Davisville State Forest Bid List

First Name	Last Name	Mailing Town	final bid
Kevin	Cyr	Windham	\$56,000
Richard	George	Webster	\$57,100
John	Arnold	Concord	\$57,000

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: Commissioner Jeffrey J. Rose
Department of Resources and Economic Development

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

DATE: January 22, 2016

SUBJECT: Surplus Land Review, SLR 15-006 WARNER

On January 14, 2016, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application from the Department of Resources and Economic Development:

Request to convey by competitive bid a portion of the Davisville State Forest totaling approximately 3 acres, which is encumbered by a utility easement.

CORD members voted to RECOMMEND APPROVAL OF SLR 15-007-WARNER.

COPY FOR YOUR
INFORMATION

PURCHASE AND SALE AGREEMENT

The State of New Hampshire, by its Department of Resources and Economic Development, of 172 Pembroke Road, Concord, New Hampshire 03301 ("SELLER") agrees to sell, and Richard M. George, 97 Roby Road, Webster, NH 03303-7404 (BUYER) agrees to purchase certain property on the terms and conditions set forth below:

1. PROPERTY: The "PROPERTY" to be conveyed is a certain tract or parcel of approximately 3 acres of undeveloped forestland (source of title to SELLER: Warranty Deed Bk. 423, Pg. 199) being a portion of state-owned land known as "Davisville State Forest", further identified as being all of Warner Tax Map 3, Lot #33, and is bounded southerly, westerly, and northerly, by land of Warner Road Holding, LLC, and bounded easterly by a Class V highway known as "Warner Road". The PROPERTY is depicted on a survey plan entitled "Davisville State Forest, Warner NH", dated November 2002, revised September, 2009, attached as EXHIBIT A.

2. Purchase Price: The Purchase Price ("PURCHASE PRICE") shall be **Fifty Seven Thousand and One Hundred Dollars (\$57,100.00)**, to be paid by the BUYER to the SELLER by Certified bank check at the closing. In addition to the PURCHASE PRICE and pursuant to NH RSA 4:40(III-a), the BUYER agrees to pay the SELLER at the closing an administration fee of **Eleven Hundred Dollars (\$1,100.00)**.

3. Title and Deed: The SELLER shall convey the PROPERTY to the BUYER by quitclaim deed, conveying good and clear record and marketable title thereto, free and clear from all liens and encumbrances except usual public utilities serving the PROPERTY.

SUBJECT TO: The BUYER acknowledges that title to the Property presently is subject to a 20-foot wide power line utility as depicted on EXHIBIT B, to be recorded nearly herewith.

4. Closing: A Quitclaim deed shall be delivered and exclusive possession shall be given to the BUYER, and the BUYER shall tender the Purchase Price to the SELLER, no later than December 16, 2016. The date, time and location of the closing shall be mutually agreed to by the SELLER and the BUYER.

5. Real PROPERTY and Transfer Taxes: The SELLER is exempt from the real estate transfer tax under RSA 78-B.

6. Examination of Title: If the BUYER desires an examination of title, it shall bear the cost therefor. If, upon examination of title, it is found that title is not marketable, this Purchase and

Sale Agreement ("AGREEMENT") may be rescinded at the option of the BUYER.

7. Conditions Precedent: The SELLER's obligations under the AGREEMENT, including its obligation to sell the PROPERTY, are subject to the following condition, which run to the SELLER's exclusive benefit:

- a) On or before **December 1, 2016**, the SELLER must obtain approvals from the Council on Resources and Development, the Long Range Capital Planning and Utilization Committee, and Governor and Executive Council to sell the PROPERTY.

9. Risk of Loss: Risk of loss relative to any damage or loss to the PROPERTY shall be on the SELLER until closing. In case of loss, any sums recoverable from insurance shall be paid or assigned at the Closing to the BUYER.

10. Time: Time is of the essence for all dates and time periods in the Agreement.

11. Default: If either party defaults hereunder, then the other party shall have available to it all rights provided under law and in equity.

12. Notices: All notices shall be sent to the parties at their addresses set forth above. Any press release regarding this transaction shall be first approved by the SELLER.

13. Merger: All representations, statements and agreements made by and between the BUYER and the SELLER are merged in the Agreement which alone fully and completely expresses their respective rights and obligations.

14. Governing Law: The Agreement is made in accordance with New Hampshire law and shall be interpreted, governed and enforced under New Hampshire law.

15. Counterparts: The Agreement may be executed in two (2) or more counterparts, all of which shall constitute but one (1) Agreement.

IN WITNESS WHEREOF the parties have caused this instrument to be executed this 25th day of February, 2016.

COPY FOR YOUR
INFORMATION

SELLER

NH Department of Resources and
Economic Development

Bill Capent

Witness

By:

Jeffrey J. Rose 2/25/16

Jeffrey J. Rose, Commissioner
Duly authorized

BUYER

Paul Spaul

Witness

By:

Richard M. George 2/25/16

Richard M. George

DATE

Approved as to form, substance and execution by the Office of the
Attorney General.

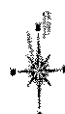
3/3/16

Date

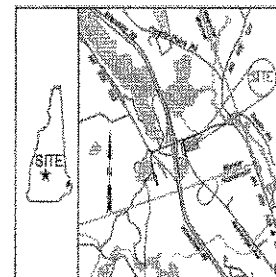
Brian Buonamano

Brian Buonamano

Associate Attorney General



The buildings situated on the plot are located on a regular foundation. The ground has been cleared on the site. The buildings are situated on the plot for the purpose of the project and are situated on the plot for the purpose of the project.



LOCATION SKETCH

North bound

Interstate 89

South bound

Contoocook 2.5 miles → 103

謝 啟
 啟者 茲因 謝啟
 謝 啟
 謝 啟
 謝 啟
 謝 啟

Box 3 lot 44
14-1/2 AUST

2nd floor, 2nd floor
of 2nd floor, 2nd floor
Floor 2nd floor

[Faint handwritten notes at the bottom of the page]

Distingue-se entre:

- Atividade econômica - aquela que gera riqueza para a sociedade.
- Atividade social - aquela que promove o bem-estar da sociedade.

1. *Chlorophyll a* (Chl a)

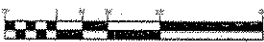
W.D. McInnes
Rep & Sec of
NJ
State of New Jersey
Dept. of Transportation
CNC

2014-2015
 2014-2015
 2014-2015

3-10" x 2-1/2"
Will take time
March 4/19/2008

[Handwritten note:]
Margaret Lawrence (Horn)
at 1000-10
Fried 4/19/1968

GRAPHIC EXCISE



LEGEND

- ☐ All Highway Signs
☒ Road or Area Sign, as noted
Highway Code
State Map
Other: Other sign with arrow
Street name

姓名: 王德胜
 性别: 男
 年龄: 32岁

Division of Forests & Lands

STATE OF NEW HAMPSHIRE
DEPT. OF RESOURCES & ECONOMIC DEV.
Warner Tax Map 2, Lots 33 & 44
Boundary Plan
of
Davisville State Forest
NH Route 103 & Old Warner Road
Warner, Merrimack County, New Hampshire
Date: February 27, 2015 Scale: 1" =

Tax Stamp: \$

EXHIBIT B

Grantor exempt Rev 802.03(a)

Recording Fee: \$ _____

L-Chip Surcharge: \$25.00

Return to:

Eversource Energy

PO BOX 330

Manchester, NH 03105-0330

COPY FOR YOUR
INFORMATION

DRAFT

CORRECTIVE EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that The STATE OF NEW HAMPSHIRE through the Department of Resources and Economic Development, having an address of 172 Pembroke Road, Concord, NH, 03301, hereinafter called the GRANTOR, for consideration of Thirty Five Thousand Dollars (\$35,000.00) paid, grants to Public Service Company of New Hampshire, d/b/a Eversource Energy, a New Hampshire corporation duly established by law, with an address of 780 North Commercial St., P.O. Box 330, Manchester, New Hampshire 03105, and to Merrimack County Telephone Company, d/b/a TDS Telecom, a New Hampshire corporation duly established by law, with an address of 3 Kearsarge Avenue, Contoocook, New Hampshire 03229, hereinafter called the GRANTEES, and their successors and assigns forever, as tenants in common, with QUITCLAIM covenants, a 20 foot wide utility easement (the EASEMENT) for the following purposes: to install, construct, reconstruct, operate, maintain, repair, replace, patrol and remove aboveground lines which may consist of wires, markers, poles, and towers together with foundations, cross-arms, braces, anchors, guys, grounds and other equipment, for transmitting electric current and/or communications and intelligence, and to do the necessary cutting and trimming of trees and brush within the EASEMENT, over and across land owned by the GRANTOR off Warner Road in the Town of Warner, County of Merrimack, State of New Hampshire.

Said EASEMENT will be located within the following described limits:

Beginning at a point on the GRANTOR's easterly boundary at Warner Road, said point being across from PSNH pole numbered 11/23X, thence extending aboveground in a westerly direction two hundred (200) feet, more or less, to pole numbered 11/23X-1, then continuing aboveground as required to provide service to the abutter's property identified as Warner Tax Parcel Map 3, Lot 34. The width of the aboveground EASEMENT shall be 20 feet; ten feet either side of the center line of the distribution lines as constructed.



The EASEMENT grants the right for guying and anchoring facilities outside the 20 foot wide strip (but not to exceed more than 20 feet to either side of the centerline), together with the right to install, construct, reconstruct, operate, maintain, repair, replace and remove any service cables and related equipment within the EASEMENT and extending to any buildings or structures on GRANTOR'S land (identified as Warner Tax Parcel Map 3, Lot 33) in order to provide electric or telephone service and/or communications and intelligence thereto. This conveyance shall include the right of access from other land of the GRANTOR for all purposes in connection with the exercise of the within granted EASEMENT, and the right to go upon adjoining land when working on said lines and associated equipment.

The GRANTOR, for itself and its successors and assigns, covenants and agrees that it will not erect or maintain, or permit to be erected or maintained, any building, structure or obstruction of any kind or nature upon the land over said EASEMENT, and that it will not plant or permit to be planted any trees on said EASEMENT.

MEANING and INTENDING: to correct an Easement Deed erroneously executed by Warner Road Holdings, LLC. to Public Service of New Hampshire (Merrimack County Registry of Deeds Book 3349, Page 483), and intending to convey a utility easement over property owned by the GRANTOR on the west side of Warner Road, the EASEMENT being a portion of the property conveyed to the State of New Hampshire by a deed dated August 24, 1915 and recorded in Merrimack County Registry of Deeds at Book 423, Page 199.

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT**

By: _____
Jeffrey J. Rose, Commissioner
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss

On this _____ day of _____, 2016 Jeffrey J. Rose, Commissioner of the Department of Resources and Economic Development of the State of New Hampshire, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he

COPY FOR YOUR
INFORMATION

was duly authorized and executed the same in the capacity therein
stated and for the purposes therein contained.

Justice of the Peace/Notary Public

My Commission Expires: _____
(seal or stamp)

Approved as to form, substance and execution by the Office of the
Attorney General:

Date: _____, 2016

Brian Buonamano
Senior Assistant Attorney General
of the State of New Hampshire

This conveyance by the State of New Hampshire was authorized by vote
of New Hampshire Governor and Executive Council at a meeting held in
Executive Council Chambers, Concord, New Hampshire on
_____, Agenda Item No. _____

