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State of New Hampshire

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

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Director, Audit Division
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August 9, 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, August 16, 2016, at 1:00 p.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", is written over a horizontal line.

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachments

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
AGENDA

Tuesday, August 16, 2016 at 1:00 p.m. in Room 201 of the Legislative Office Building

- (1) **Acceptance of Minutes** of the June 14, 2016 meeting

- (2) **Old Business:**

LRCP 16-018 Department of Transportation – request authorization to lease a 1.33 +/- acre parcel of State owned land located on the northerly side of NH Route 175 A in Holderness to Plymouth State University for a term of five (5) years at \$500 per year, plus a one-time Administrative Fee of \$1,100, with an option for an additional five (5) years at a renegotiated value, subject to the conditions as specified in the request dated May 17, 2016. **Tabled 06/14/16**

- (3) **New Business:**

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

LRCP 16-024 Department of Justice – request approval of a ten-year renewal lease agreement with Capital Region Health Care Development Corporation (Concord Hospital), 250 Pleasant Street, Concord, N.H. 03301, for 3,768 square feet of space located at 250 Pleasant Street, Memorial Medical Building, Suite 218 and 220, Concord N.H. 03301 for the period of October 1, 2016 to September 30, 2026 in an amount not to exceed \$1,127,268, for the schedule of annual rent as specified in the request dated July 28, 2016

- (4) **Miscellaneous:**

- (5) **Informational:**

LRCP 16-023 New Hampshire Council on Resources and Development – One (1) Memorandum regarding Surplus Land Review for; Stewartstown SLR 16-004

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

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE

MINUTES

June 14, 2016

The Long Range Capital Planning and Utilization Committee met on Tuesday, June 14, 2016 at 10:00 a.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 Edmond Gionet, Alternate
Representative Katherine Rogers, Alternate
Senator Nancy Stiles
Meredith Telus, Governor's Office

Representative Chandler called the meeting to order at 10:02 a.m.

ACCEPTANCE OF MINUTES:

On a motion by Representative Danielson, seconded by Senator Stiles, that the minutes of the May 10, 2016 meeting be accepted as written. MOTION ADOPTED.

OLD BUSINESS:

NEW BUSINESS:

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

LRCP 16-017 Department of Transportation – Charles Schmidt, PE, Administrator, and Phillip Miles, Chief Property Manager, Bureau of Right-of-Way, Department of Transportation responded to questions of the Committee.

On a motion by Senator Stiles, seconded by Representative Danielson, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to sell a 0.32 +/- acre parcel of State owned land located on the northwesterly corner of the Spaulding Turnpike and Silver Street in the Town of Milton to Glenn Hyslop, the abutter, for \$3,000, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated May 9, 2016. MOTION ADOPTED.

LRCP 16-018 Department of Transportation – Charles Schmidt, PE, Administrator, and Phillip Miles, Chief Property Manager, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Representative Danielson, seconded by Meredith Telus, that the Committee table the request of the Department of Transportation, Bureau of Right-of-Way, to request authorization to lease a 1.33 +/- acre parcel of State owned land located on the northerly side of NH Route 175 A in Holderness to Plymouth State University for a term of five (5) years at \$500 per year, plus a one-time Administrative Fee of \$1,100, with an option for an additional five (5) years at a renegotiated value, subject to the conditions as specified in the request dated May 17, 2016. MOTION ADOPTED.

The Committee requested the Department provide copies of the proposed plan for Plymouth State University and also contact the Town of Holderness and obtain a letter of opinion on the proposed project.

LRCP 16-019 Department of Transportation – On a motion by Senator Stiles, seconded by Representative Cloutier, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to amend the listing price from \$35,000 to \$30,000 (LRCP 14-038, approved November 18, 2014), allowing negotiations within the Committee's current policy guidelines, assess an Administrative Fee of \$1,100, and further extend the listing agreement with H.G. Johnson Real Estate for a term of six (6) months, to sell a 4.3 +/- acre parcel located on the southeast corner of NH Route 123 and Cobb Hill Road in the Town of Alstead, subject to the conditions as specified in the request dated May 24, 2016. MOTION ADOPTED.

This request (LRCP 09-032) was originally approved as amended by the Long Range Capital Planning and Utilization Committee on June 23, 2009, with subsequent approved action on; (LRCP 10-053) September 22, 2010, (LRCP 11-022) May 10, 2011, and (LRCP 14-038) November 18, 2014.

LRCP 16-020 Department of Transportation – On a motion by Representative Danielson, seconded by Senator Stiles, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to amend the real estate commission from 5% to a sliding fee commission of 6% for the first \$500,000.00 of sales price and 5% for \$500,000.01 and above of sales price, based on the approved sales price of \$725,000, allowing negotiations within the Committee's current policy guidelines, and assess an Administrative Fee of \$1,100, for a previously approved 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, subject to the conditions as specified in the request dated May 26, 2016. MOTION ADOPTED.

This request (LRCP 16-012) was originally approved by the Long Range Capital Planning and Utilization Committee on May 10, 2016.

RSA 4:40 DISPOSAL OF REAL ESTATE:

LRCP 16-021 Department of Administrative Services – Michael Connor, Deputy Commissioner, Department of Administrative Services responded to questions of the Committee. Chris Norwood, NAI Norwood Group, was also present to respond to questions of the Committee.

On a motion by Meredith Telus, seconded by Representative Danielson, that the Committee approve the request of the Department of Administrative Services, acting on behalf of the New Hampshire Liquor Commission, to enter into a listing agreement with The Norwood Group, Inc. (DBA “NAI Norwood Group”), allowing negotiations within the Committee’s current policy guidelines, for a term of up to one (1) year to sell approximately 0.41 acres of land, including a single-story concrete block commercial retail building with approximately 3,600 square feet of space, located at 13 West Street in the Town of Ashland for \$1,100,000, plus an Administrative Fee of \$1,100, subject to the conditions as specified in the request dated June 1, 2016, and **amend the commission fee from the requested rate of 6% to a scalable commission fee rate of 6% for the first \$500,000.00 of the sale price and 5% for the remaining sale price above \$500,000.00.** No Action Taken.

The Committee postponed discussion until the end of the meeting in order to allow the Department to meet with Chris Norwood, from the NAI Norwood Group, regarding the Committee’s intent.

LCRP 16-022 New Hampshire Employment Security – On a motion by Senator Stiles, seconded by Representative Danielson, that the Committee approve the request of the New Hampshire Employment Security, to amend the listing price from \$1,520,000 to \$1,250,000, and further amend the Administrative Fee of \$1,100, to be assessed only once and not for each property as previously approved (LRCP 16-005, approved February 16, 2016), for the sale of New Hampshire Employment Security owned properties located at 300 Hanover Street and 436 Maple Street in Manchester, N.H., and to sell the properties to George R. Attar, subject to the conditions as specified in the request dated June 3, 2016. MOTION ADOPTED.

This request (LRCP 12-042) was originally approved by the Long Range Capital Planning and Utilization Committee on September 18, 2012, and subsequently amended (LRCP 12-059) on November 14, 2012 and (LRCP 16-005) February 16, 2016.

MISCELLANEOUS:

Representative Cloutier voiced his concern with the relocation of the Claremont Department of Motor Vehicle office to Newport, in light that no notification was received by the Town of Claremont, nor the four House members of the Sullivan County delegation prior to the approval granted by the Governor and Executive Council.

NEW BUSINESS:

RSA 4:40 DISPOSAL OF REAL ESTATE (continued):

LRCP 16-021 Department of Administrative Services – Michael Connor, Deputy Commissioner, Department of Administrative Services addressed the Committee.

On a motion by Meredith Telus, seconded by Representative Danielson, that the Committee approve the request of the Department of Administrative Services, acting on behalf of the New Hampshire Liquor Commission, to enter into a listing agreement with The Norwood Group, Inc. (DBA “NAI Norwood Group”), allowing negotiations within the Committee’s current policy guidelines, for a term of up to one (1) year to sell approximately 0.41 acres of land, including a single-story concrete block commercial retail building with approximately 3,600 square feet of space, located at 13 West Street in the Town of Ashland for \$1,100,000, plus an Administrative Fee of \$1,100, subject to the conditions as specified in the request dated June 1, 2016, and **amend the commission fee from the requested rate of 6% to a scalable commission fee rate of 6% for the first \$500,000.00 of the sale price and 5% for the remaining sale price above \$500,000.00.** MOTION ADOPTED.

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 10:26 a.m.)

Representative John R. Cloutier, Clerk

STATE OF NEW HAMPSHIRE INTER-DEPARTMENT COMMUNICATION

FROM: Charles R. Schmidt, PE
Administrator

DATE: May 17, 2016

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

SUBJECT: Leasing of State Owned Land in Holderness
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 lease a parcel of State owned land consisting of 1.33 +/- Acres, located on the Northerly side of NH Route 175 A in Holderness to Plymouth State University for a term of five (5) years at five hundred dollars (\$500.00) per year plus a one-time Administrative Fee of one thousand one hundred dollars (\$1,100.00) with an option for an additional five (5) years at a renegotiated value, subject to the conditions as specified in this request.

EXPLANATION

The Department has received a request from Plymouth State University concerning the opportunity to lease a parcel of State owned land located on the Northerly side of NH Route 175A in the Town of Holderness.

Plymouth State University (PSU) is interested in leasing this area to use as a parking lot in conjunction with PSU facilities on their adjoining properties.

The parcel, acquired by the Department in 1996, is a portion of the ROW acquired in connection with the construction of Interstate 93 Exit 25 Southbound off ramp and the widening of NH Route 175A through the area.

As a condition of this lease, no direct access will be allowed from this parcel to NH Route 175A.

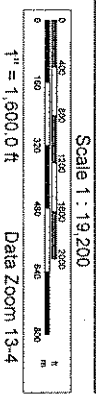
This request has been reviewed by this Department and it has been determined that the requested area is surplus to our operational needs and interest for the purpose of leasing.

An appraiser from the Department completed an opinion of value for the subject property to determine an estimated ground lease value for this parcel. The appraiser used three (3) sales in Plymouth and surroundings towns as comparable. Based upon the analysis and adjustments of those sales, it was felt that a reasonable estimated ground lease value for the subject as of April 13, 2016 was \$500.00 per year.

The Department respectfully requests authorization to enter into a five year lease at \$500.00 per year with an option for an additional five (5) years of the then established fair market value. In addition, the Department will assess an Administrative Fee of \$1,100.00

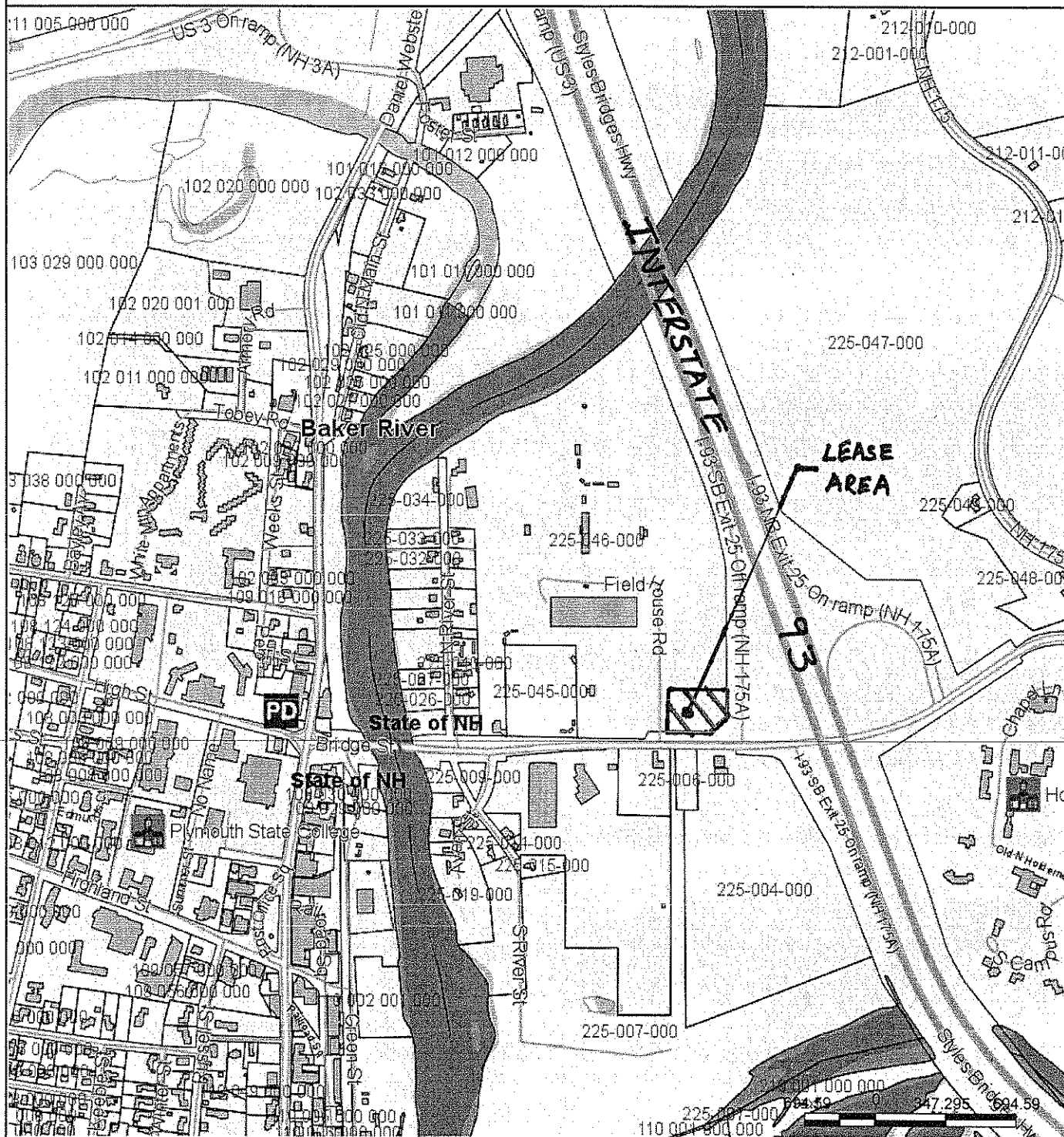
Authorization is requested to lease the subject parcel as outlined above.

CRS/PJM/jl
Attachments



STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



- STATE OF NEW HAMPSHIRE -

-- BUREAU OF RIGHT-OF- WAY MEMORANDUM--

TO: Phillip J. Miles, Chief Property Management
THRU: Charles R. Schmidt, P.E., ROW Bureau Administrator
FROM: Steve Bernard, NHCG # 654, Chief ROW Appraiser
DATE: April 13, 2016
RE: 1.32± Land Lease, West Side Exit 25 Southbound I-93, Plymouth, NH

As requested, the purpose of this memorandum is to provide the Department with an opinion as to the estimated value of a potential ground lease for the subject parcel based upon a review of an analysis and subsequent summary report completed by staff appraiser Thomas Hughes. Mr. Hughes' surplus land appraisal was written on September 9, 2013 with an effective date of July 31, 2013. The surplus land appraisal was for the purpose of estimating the contributory value of a 1.33± acre parcel of surplus land identified as being a portion of the I-93 Limited Access Right of Way west of the southbound off ramp at exit 25. Upon completing his research and site analysis of the surplus land; taking into account the zoning, the site characteristics and other limitations such as existing encumbrances, Mr. Hughes concluded that it was his opinion that the market value of the subject land was in the range of between \$3,600 and \$3,900 per acre.

The reason for considering Mr. Hughes' surplus land appraisal is because the subject of his report includes land area common to the land area that is the subject of this report. It is the commonality of the location, highest and best use and physical and legal restrictions that lends credibility to the potential use of the land values estimated by Mr. Hughes. This internal memo is not to be construed as an appraisal of the subject property, as it does not conform to USPAP requirements, and is not written as such. My scope of work involved research into the subject market, including comparable land sales, existing market conditions and research into other factors that may have an impact on the value of the subject property. I did not inspect the subject site, although I am very familiar with the location from working on other assignments in the area.

My initial research was to collect information on potential comparable land sales in the subject market area. Research included collecting data from the Multiple Listing Service (MLS), the New England Commercial Property Exchange, Real Data, CB Richard Ellis/New England and other local brokers. My research into the subject market resulted in sales prices that confirmed the values arrived at in the Hughes appraisal of September 9, 2013. The prices indicated by the comparable sales research coincided with the range in price of \$3,600 to \$3,900 per acre concluded in the Hughes appraisal.

Ground Rent Calculation:

Based on the price per acre applied to the leased area, the pro rata value of the leased area is:

$$1.32 \text{ acres} \times \$3,900/\text{acre} = \$5,148$$

Applying an impact factor of 95% to recognize that the intended purpose of the LAROW has been considerably diminished would seem reasonable. Therefore, the adjusted value of the leased area is \$4,900, rounded. Multiplying this value by an overall capitalization rate of 10% would result in an annual ground rent for the 1.32 acre leased area:

$$\$4,900/.10 = \$500 \text{ per year, rounded}$$

Respectfully submitted,



Steve Bernard, NHCG #654, Chief Right of Way Appraiser

- STATE OF NEW HAMPSHIRE -
-- BUREAU OF RIGHT-OF- WAY MEMORANDUM--

TO: Phillip J. Miles, Chief Property Management
THRU: Charles R. Schmidt, P.E., ROW Bureau Administrator
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Respectfully submitted,



Steve Bernard, NHCG #654, Chief Right of Way Appraiser

– STATE OF NEW HAMPSHIRE –
– INTERNAL BUREAU OF RIGHT-OF-WAY MEMORANDUM –

TO: Phillip J. Miles, Chief of Property Management
Bureau of Right of Way

FROM: Thomas P. Hughes, ROW Staff Appraiser

DATE: September 6, 2013

RE: *Surplus Property - Contributory Value Estimate Of:
1.33 Acre Section of Vacant Land Abutting Plymouth State University
Recreational Fields*

Appraisal Problem: This internal memorandum constitutes a summary appraisal report on the above referenced property. The effective date of value is July 31, 2013, the date of my on-site inspection. The purpose of this appraisal is to estimate the sales value of a proposed surplus lot.

The intended recipients and those requesting this report are officials, employees and agents of the Department of Transportation, Bureau of Right of Way. The intended use is to provide support for a reasonable sales price.

The proposed lot is abutted on three sides by limited access right-of-ways, from which access will not be granted. The remaining two sides are abutted by land owned by Plymouth State University (PSU). PSU desires to acquire the subject lot in order to increase the parking for their recreational fields.

The subject parcel consists of a portion of the I-93 Limited Access Right of Way that is located to the west of the Exit 25 southbound off-ramp, in the town of Holderness. It has an area of 1.33 acres (57,897 sf) and is encumbered with a 0.55 acre (23,844 sf) square foot utility easement.

PLYMOUTH STATE UNIVERSITY – SURPLUS LAND PURCHASE

Based on an “As Is” and “As Assembled” Sales Comparison Approach analyses, a reasonable contributory value for the proposed surplus area, as of July 31, 2013 is estimated to be:

1.33 Acre Area.....\$5,000

SUMMARY APPRAISAL REPORT

Intended User and Intended Use: The intended recipients and those requesting this report are officials, employees and agents of the Department of Transportation (DOT), Bureau of Right of Way. The intended use is to provide support for a reasonable sales price.

Property Identification: The proposed subject parcel consists of a portion of the I-93 Limited Access Right of Way. The portion is located to the west of the Exit 25 southbound off-ramp, in the town of Holderness. It is more clearly identified as the area highlighted in red and labeled "SUBJECT" on the attached plan titled - PROJECT 11627 RIGHT-OF-WAY PLANS – SHEET 10 EXCERPT.

Per Holderness assessment records, the Abutter parcel is identified as 56 North River Street - Map 225, Lot 46 (42 acres). It is further identified as Abutter - PSU on the attached map titled - Holderness Tax Map 225 – Excerpt.

Purpose of Appraisal: The purpose of this appraisal is to estimate the value of the proposed surplus lot (Proposed Lot) to its respective abutter lot (Abutter Lot), as of the effective date of value, July 31, 2013. The client has instructed that the value estimate is to be based upon the contributory value of the fee simple interest of the Proposed Lot, subject to a utility easement. In order to estimate the contributory value of the Proposed Lot to the Abutter Lot, it is necessary to compare the "as-is", market value of the Abutter Lot to the market value of the Abutter Lot and Proposed Lot "as-if assembled". This is done using certain conditions and assumptions described herein.

Property Rights Appraised: The fee simple interest, subject to a utility easement. 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.

Definitions of Value: There are two types of values used in this report. They are contributory value or the "value sought" and market value - which is used as an intermediary value.

The term ***Contributory Value***, as provided by the client, is defined as:

The contributory value of a property is the incremental increase in market value expected to occur for another property as a consequence of assembling the subject property to it.

The term ***Market Value*** referenced in the USPAP Advisory Opinions 2012-2013 Edition, page A-72 and defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this

definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

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

Hypothetical Conditions: As defined by USPAP, a hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. The valuation provided in this report is ***subject to the following hypothetical conditions:***

- The Proposed Lot has been subdivided out from the I-93 Limited Access Right of Way and exists on its own as legal lot of record.
- In the “as-if assembled” scenario the Abutter Lot and the Proposed Lot have been combined to create one unique lot.
- The Abutter Lot is an unimproved, vacant lot.
- A multi-parcel land swap between PSU and DOT, involving a narrow strip of land that intersects the Proposed Lot and an irregular shaped parcel that abuts the Proposed Lot to the north, has already taken place.

Extraordinary Assumptions:

- The subject is clean and free of contamination. If any contamination is found on the subject, this report becomes null and void.
- The subject will be transferred with a utility easement similar in area and location as shown on the attached “Easement Area” plan and with terms similar to those detailed in the abutter’s current easement agreement with Public Service of New Hampshire (ref. attached “Easement Agreement”).

General Assumptions:

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 title and other legal information available are accurate;
6. There are no encumbrances or mortgages other than those reported;
7. Information from all sources is reliable and correct unless otherwise stated;

8. There are no hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures, which would render the property more or less valuable.
 9. All personal property is excluded; and
 10. All non-compensable items are excluded.
-

Limiting Conditions:

1. 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.
2. 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.
3. 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.

Acceptance and / or use of this report constitutes acceptance of the foregoing underlying conditions and assumptions.

Scope of Work: The scope of work is the type and extent of research and analyses in an assignment. My research included an on-site inspection and photographing of the subject property; examining Town and County property records including assessment data, zoning regulations; and reviewing the details regarding the Proposed Lot provided to me by the client (included herein).

Property data was collected and compiled from several sources, including the Towns of Holderness, and surrounding towns, Grafton County Registry of Deeds, New Hampshire Commercial Property Exchange (NHCPE), Northern New England Real Estate Network (MLS), Real Data, and local real estate professionals.

My analysis included forming an opinion of the site's highest and best use based on legal, physical, and neighborhood land use characteristics; compiling comparable land sales data; verifying and analyzing the data; and estimating the value of the subject site. All work was completed in compliance with the most current version of USPAP, as of the effective date of this report, July 31, 2013.

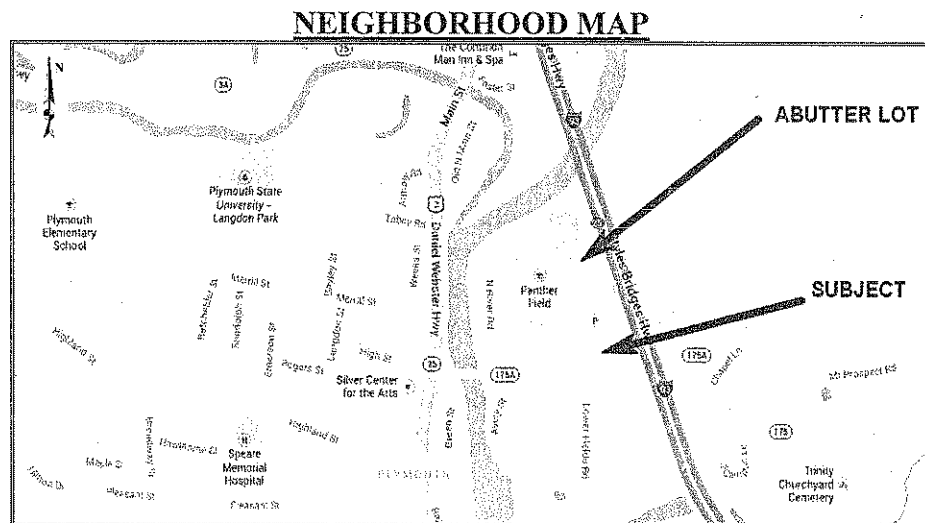
Subject Property Ownership History: The Proposed Lot is owned by the state of New Hampshire, as part of the I-93 Limited Access Right of Way. It is comprised of portions of two lots that were originally acquired as part of the Department of Transportation Project 11627 I-93 – Exit 25 Project, 1996. The transfers are recorded in the Grafton Registry of Deeds in Book 2198, Page 773 and Book 2204, Page 667.

The Abutter Lot is owned by Plymouth State University (PSU). It appears to have been created by the assemblage of multiple parcels that were acquired by PSU over a period of time. The Abutter Lot has not transferred since it was assembled and as such no written legal description has been recorded. For the purposes of this assignment, I have assumed that the town records relating to the Abutter Lot are accurate and have relied upon them.

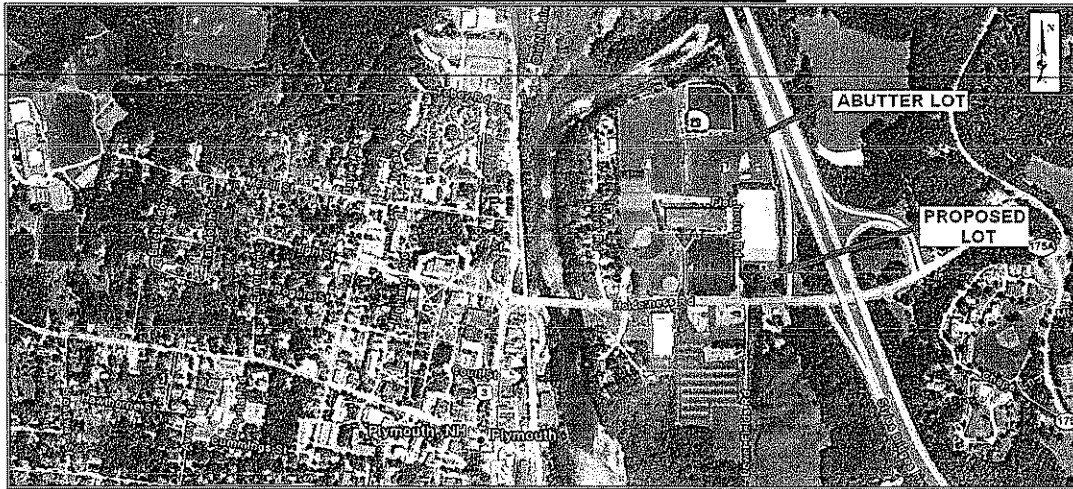
Neighborhood: Holderness is primarily a residential community, with very little commercial development. The town's two largest employers are the Holderness School – a private college preparatory school and Holderness Central School – a public school for grades kindergarten through eighth grade. The Holderness population has steadily increased over years and as of 2010 there were 2,108 people living in the town.

The subject area is zoned General Residential, which requires a minimum lot size of 2 acres, 100 feet of road frontage and 35 foot front, side and rear yard setbacks. However, the subject area is also located in the Flood Hazard District (FHD), which has much more restrictive zoning regulations. The FHD zoning allows for agricultural use, private and public recreational use and accessory uses such as lawns, gardens, parking areas, and play areas. Due to its close proximity to the Pemigewasset River, the area is subject to significant periodic flooding. In past 2 years, floodwaters have twice risen over 4 feet and have risen over 7 feet within the past 25 years.

The subject property is located in the northwestern section of the Holderness. This section of town has several key attributes that make it somewhat unique; Interstate 93 separates it from the rest of the town; the majority of the developed area is related to the abutting town of Plymouth, located on the western side of the Pemigewasset River and; it is located entirely in a FEMA flood zone. The largest, developed parcels in the area are owned by Plymouth State University and are dedicated to the schools recreational activities. This association with the nearby PSU and the close proximity to the Plymouth town line cause the subject to be more closely related to downtown Plymouth than to the town of Holderness.



AERIAL NEIGHBORHOOD MAP



Parcel Descriptions: In the “as is” scenario, Abutter Lot is approximately 42 acres in area. In the “as if” assembled scenario Abutter Lot & Proposed Lot have a combined area of approximately 43.33 acres. The only key property feature that differs between the “as is” and the “as if” assembled scenarios is the lot size, therefore unless otherwise noted, the description that follows will be for the subject property in both scenarios.

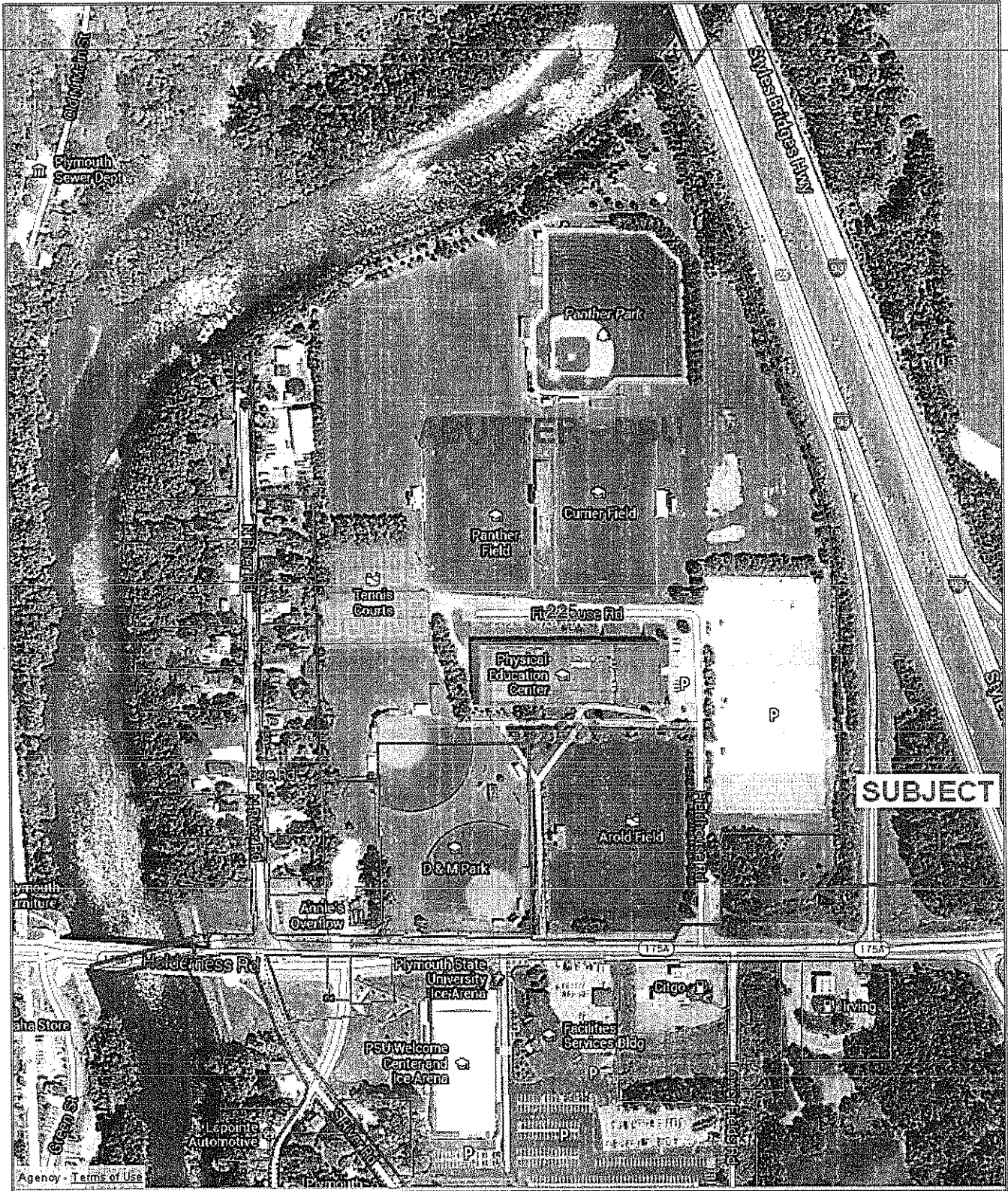
The Abutter Lot is irregular in shape with approximately 845 feet of frontage along the NH Route 175A LAROW, 383 feet of frontage along North River Street and 1,220 feet of frontage along the Pemigewasset River. In the “as if” assembled scenario, the addition of the 1.33 acre Proposed Lot results in an increase in lot size along with a shift in the Route 175A LAROW frontage.

The Abutter Lot’s primary access point is off of Route 175A. It has secondary access point on North River Street that is used to access grounds equipment/storage buildings. The Proposed Lot will not be granted access to Route 175A and therefore in the “as if” assembled scenario there will be no additional access points.

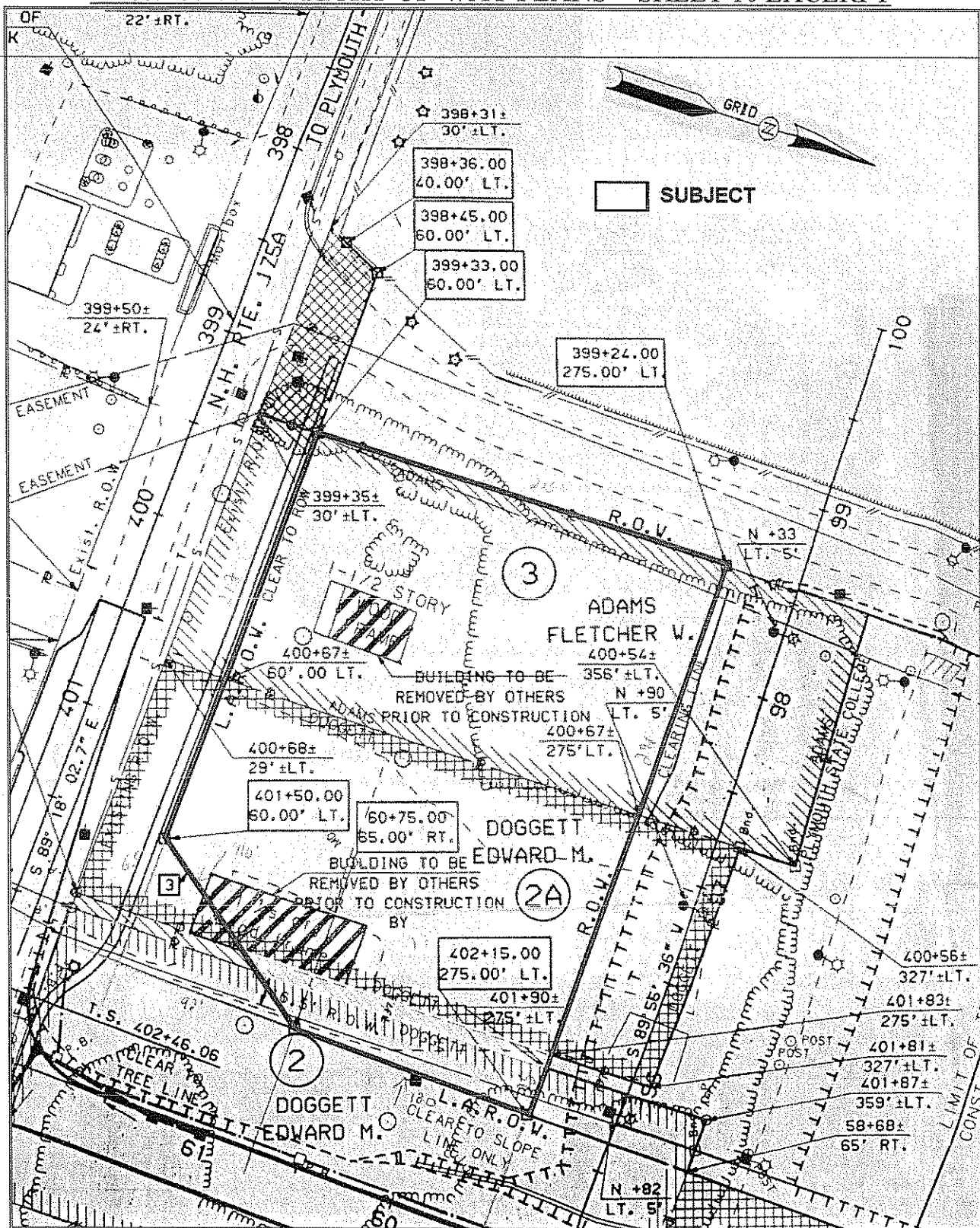
The site is flat and level, with the exception of a built up area in the middle where the university’s fitness center is situated and along the river frontage where the land drops off towards the river. The attached FEMA Flood Insurance Rate Map indicates that the subject site lies in Zone AE, an area subject to inundation by the 1-percent-annual-chance flood event. While the attached Web Soil Survey, indicates that 95% of the subject parcel is comprised of Ondawa fine sandy loam, which is defined as being frequently flooded and is considered to be prime farmland.

In both scenarios, the site is encumbered with a power company utility easement that is approximately 100 feet wide and runs along the eastern boundary of the property. Based on the PSNH easement plan, the easement area encompasses 3.55 acres in the “as-is” scenario and 4.10 acres in the “as-assembled” scenario. The easement appears to be highly restrictive in that it: involves both subsurface and air rights; does not allow for the maintenance or construction of any structure in the easement area; and does not allow any changing of the grade by excavating or filling within the easement area. However, the easement does allow for the expansion of pre-existing, parking facilities (parking lot) and it appears that agricultural use, which does not involve improvements, would also be acceptable. The exact wording of the easement agreement can be referenced in the attached “Easement Agreement”.

HOLDERNESS TAX MAP 225 – EXCERPT

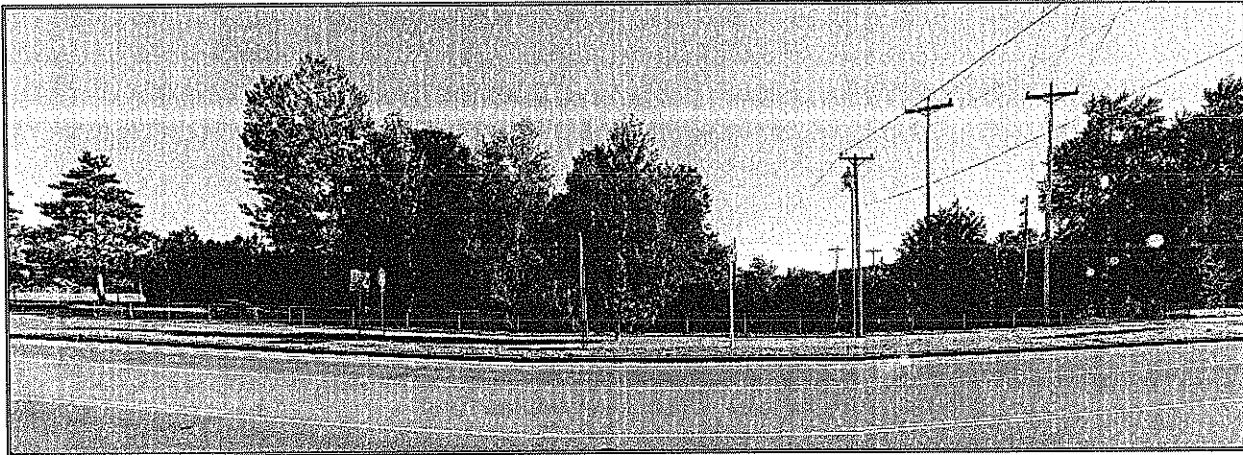


PROJECT 11627 RIGHT-OF-WAY PLANS – SHEET 10 EXCERPT

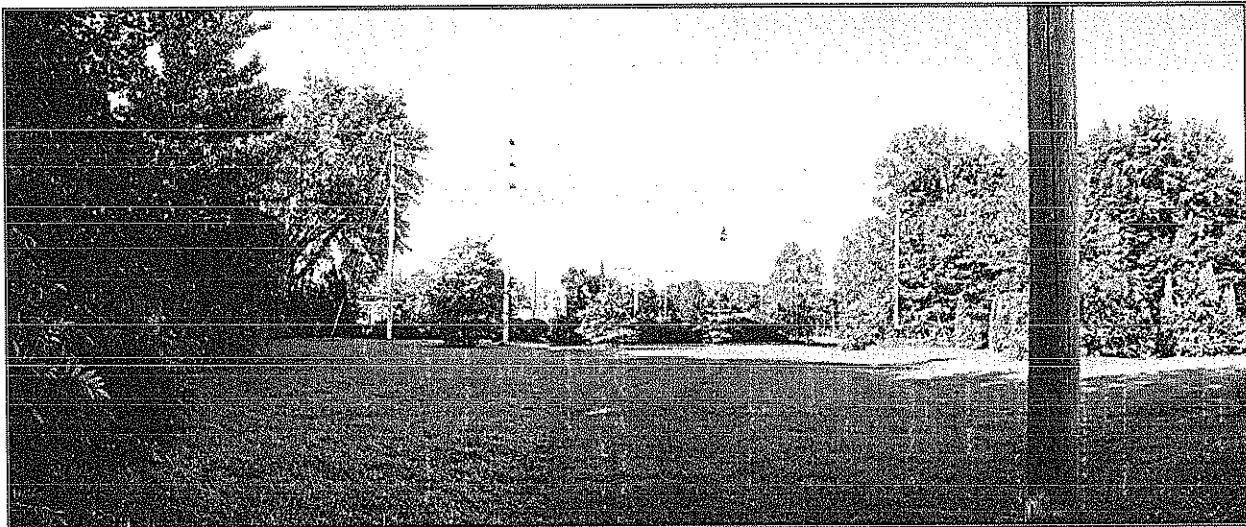


ABUTTER & PROPOSED LOT PHOTOGRAPHS

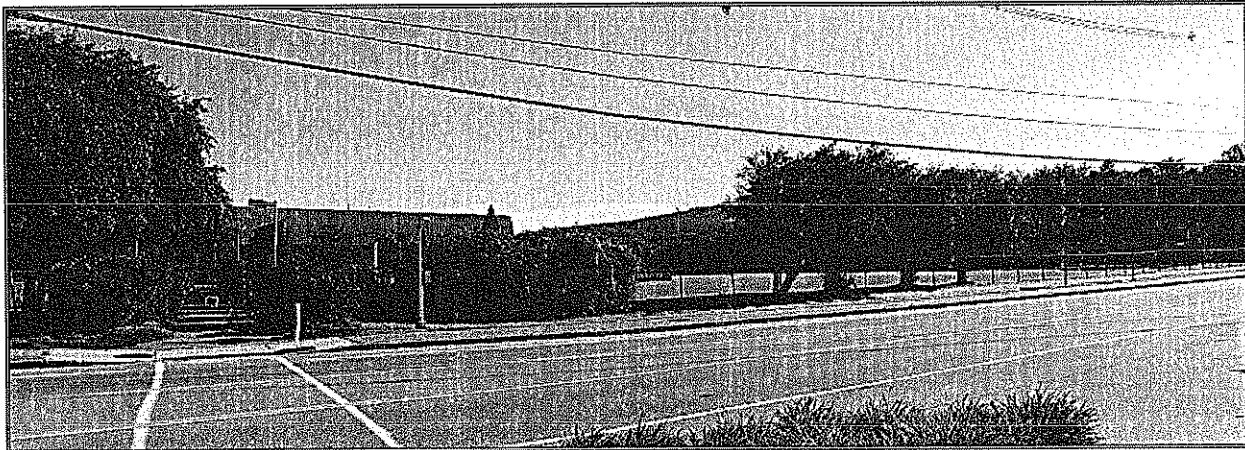
(All photos taken on July 31, 2013, by Tom Hughes)



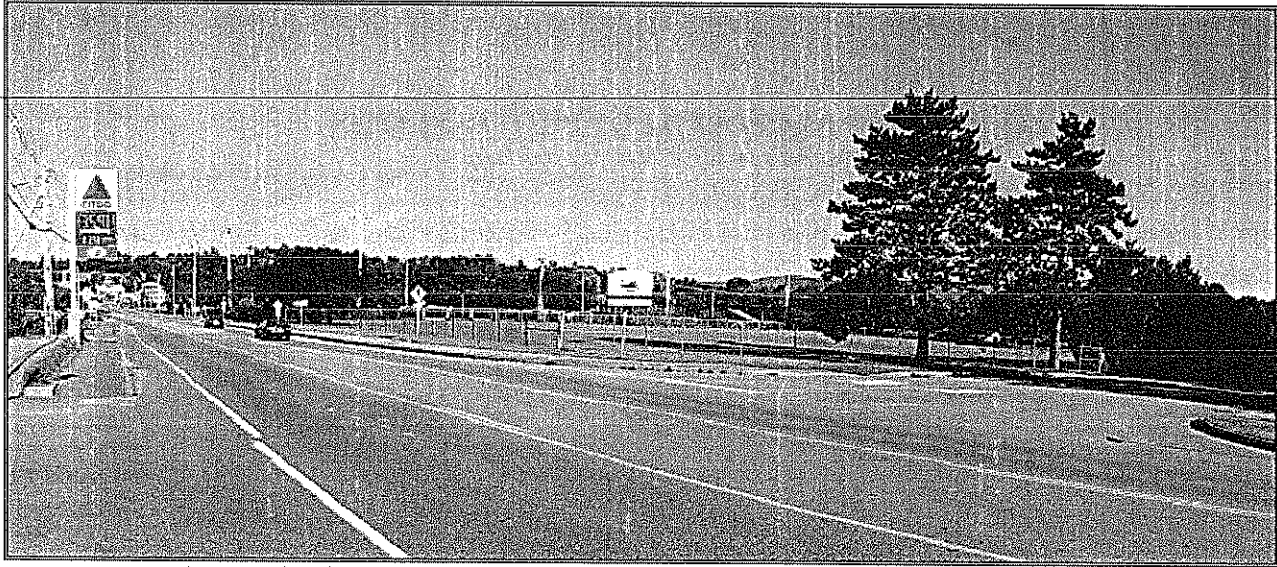
Proposed Lot - NH Route 175A Frontage - Facing North



Proposed Lot - From the Rear - Facing South



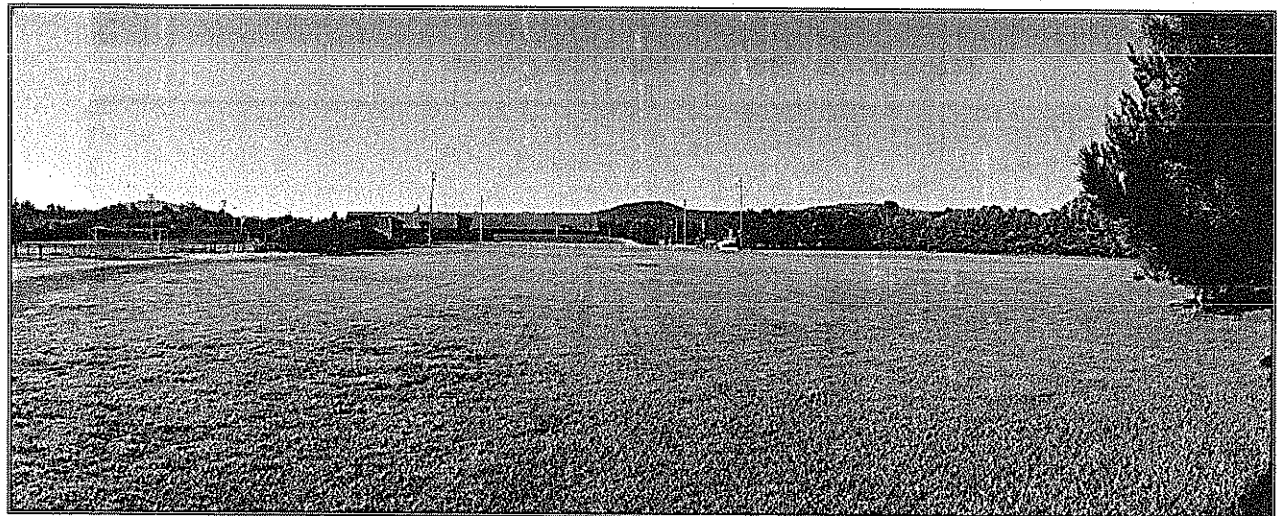
Abutter Lot Frontage - From Southwestern End



Abutter Lot Frontage - From Southeastern End

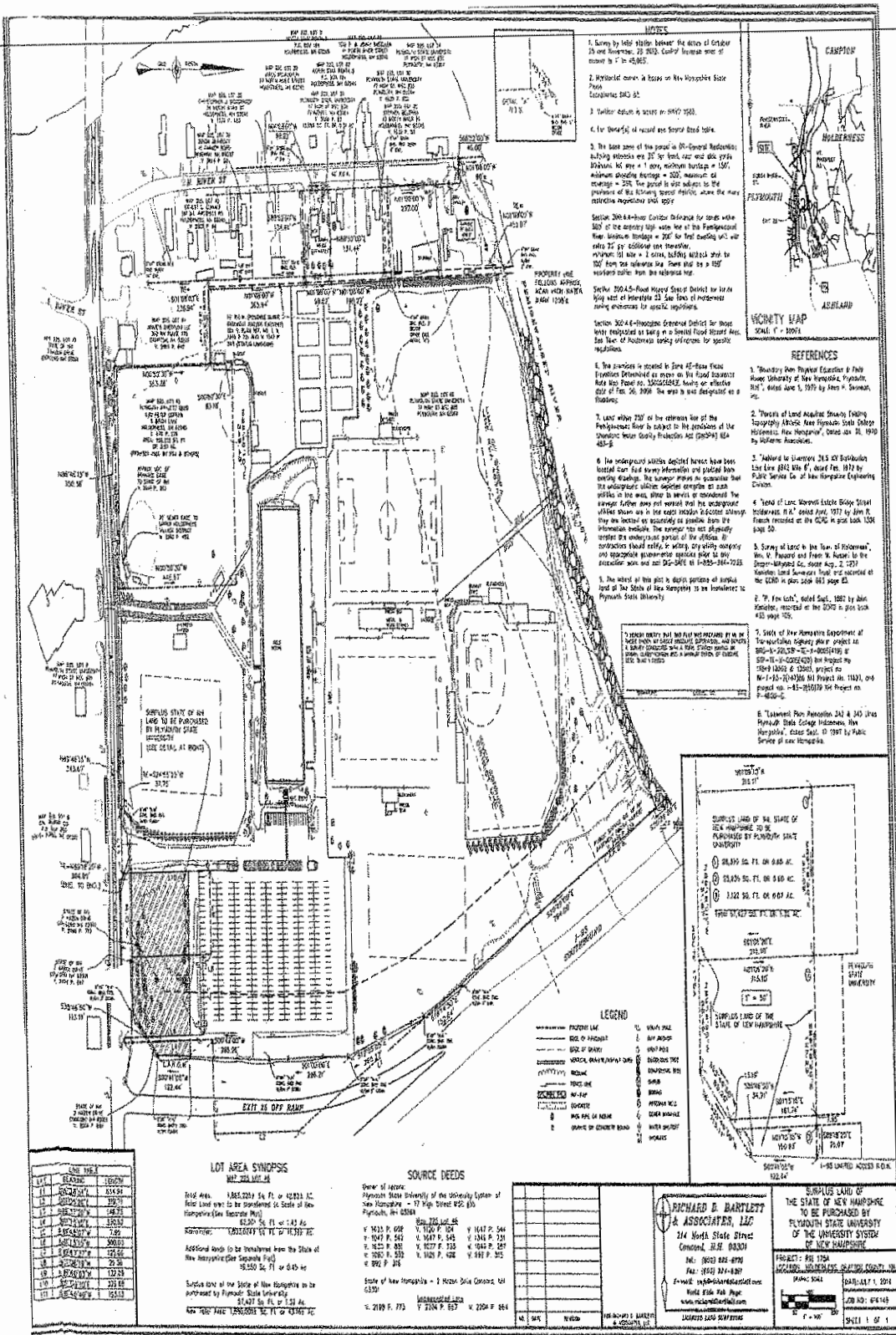


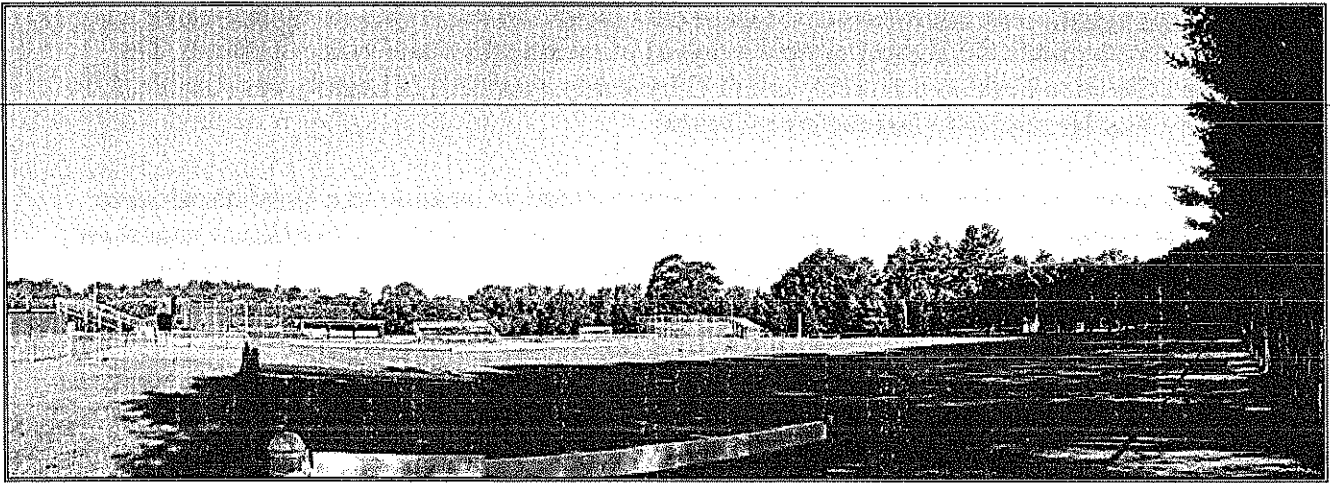
Abutter Lot Parking Lot - Facing West Towards Physical Education Center



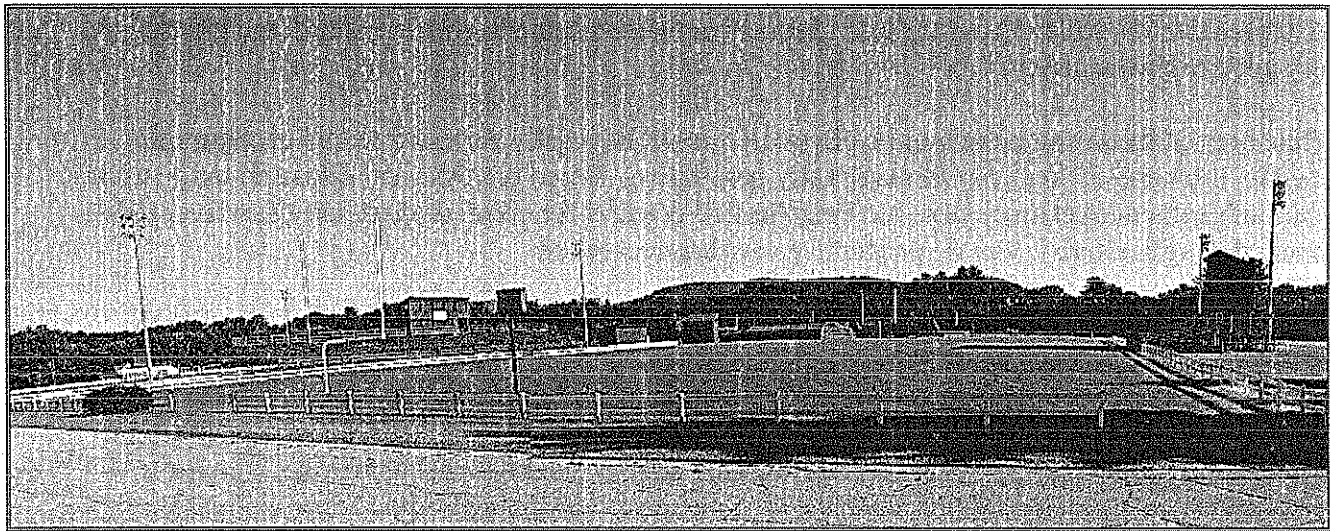
Abutter Lot Athletic Field Lot - Facing South Towards Physical Education Center

Plan of Potential Lease Area

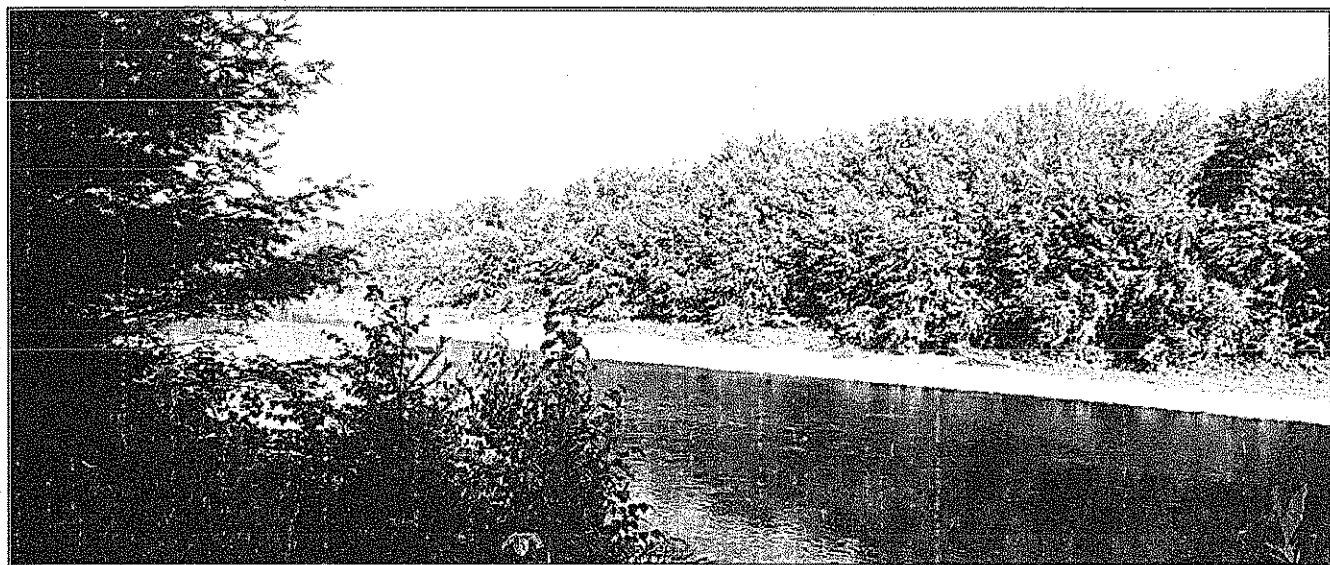




Abutter Lot Baseball Field Lot - Facing West



Abutter Lot Football Field Lot - Facing North



Abutter Lot Riverfrontage - Along Northern Boundary

Highest and Best Use: The highest and best use of the subject parcel is “that reasonable and probable use that supports the highest present value as of the effective date of the appraisal. The tests that are utilized to develop a property are (1) Physically possible, (2) Legally permissible, (3) Economically feasible, and (4) Maximally productive.

As previously noted, two of the subject’s defining attributes are its location in a flood hazard area and its close proximity to downtown Plymouth. Each of these attributes has a significant impact on the site’s highest and best use. First and foremost is the flood hazard. Holderness FHD zoning restricts the site’s primary uses to agriculture or public/private recreation.

When considering recreational use, positive factors to keep in mind are: the site’s close proximity to downtown Plymouth; the site’s close proximity to Plymouth State University and the Holderness School; and that the site has very good highway access.

When considering agricultural use, positive factors to keep in mind are that: the frequent flooding of the site causes the soils to be considered prime farmland; the site is primarily level and; the site has very good highway access.

While both of these uses appear to be physically possible, legally permissible and economically feasible, only one of them can be maximally productive. Based on historical sales and usage trends in the subject’s market area, there has been limited demand for either of these uses, however it does appear that agriculture is a more productive use than recreation.

In conclusion, based on the subject’s location and its current zoning (Flood Hazard District) the highest and best use is considered to be agricultural use.

Approaches To Value: There are five generally recognized methods to valuing vacant sites. They are the sales comparison approach, abstraction (allocation), land residual technique, income approach (direct capitalization of ground rent), and cost of development (land development) method. For this analysis, I have relied exclusively on the sales comparison approach. Given the nature of the subject, the nature of this assignment, and the market data available, the other valuation methods would not produce as reliable results as the sales comparison approach. The approach is based on comparing sales of parcels that are similar to the subject parcel, in order to arrive at a value indication.

Abutter Lot - Comparable Sales Summaries:

Summary of Sale 1:

Location/Address: Clough Road, Haverhill

Grantor > Grantee: Shauna F Kimball 1997 Revocable Trust > Howard H. & Kendra V. Hatch,
Kristen S. & David C. May and Preston Hatch

Sale Price / Date: \$454,640 / March 4, 2011

Registry Ref: 3781 / 0741

Site Area / Unit Value: 82.41 acres at \$5,517/acre. Adjusted – 82.41 acres at \$4,121/acre.

Frontage: 549.9 feet

Available Utilities: On-Site Well & Septic Needed, Electric

Zoning / Map Ref: Aquifer Protection District / Map - Lot: 409/ 001

Conf. Source / By: Assessor, Registry, Kristen May (Buyer) / Laura Davies

H & B Use at Sale: Agricultural

Comments: The property was purchased for \$454,640 on March 4, 2011, as part of a lot line adjustment. At the time of the sale the property was improved with barns and outbuildings. According to one of the buyers, they allocated \$115,000 of the actual sale price to the buildings, resulting in an effective sale price for the farmland of \$339,640 or \$4,121 per acre. The buyer also reported that they paid slightly more than what they perceived to be market value to reunite this land with their abutting farm and that the transaction involved partial owner financing and partial conventional financing. The buyers did not believe that seller financing influenced the sale price.

Buyer information was obtained from Kristen May (buyer) who referred to the notes of Howard Hatch (lead buyer) regarding the transaction.

Summary of Sale 2:

Location/Address: School Street, Rumney

Grantor > Grantee: Spooner Hill, LLC > SAAD Living Trust

Sale Price / Date: \$103,300 / March 26, 2010

Registry Ref: 3689 / 0248

Site Area / Unit Value: 28.5 acres at \$3,625/acre

Frontage: No public road frontage – Accessed via – 40 foot right of way
River frontage – 2,027 +/- feet

Available Utilities: On-Site Well & Septic Needed, Electric at Street

Zoning / Map Ref: None – Planning Board approval required / Map - Lot: 13 / 05007

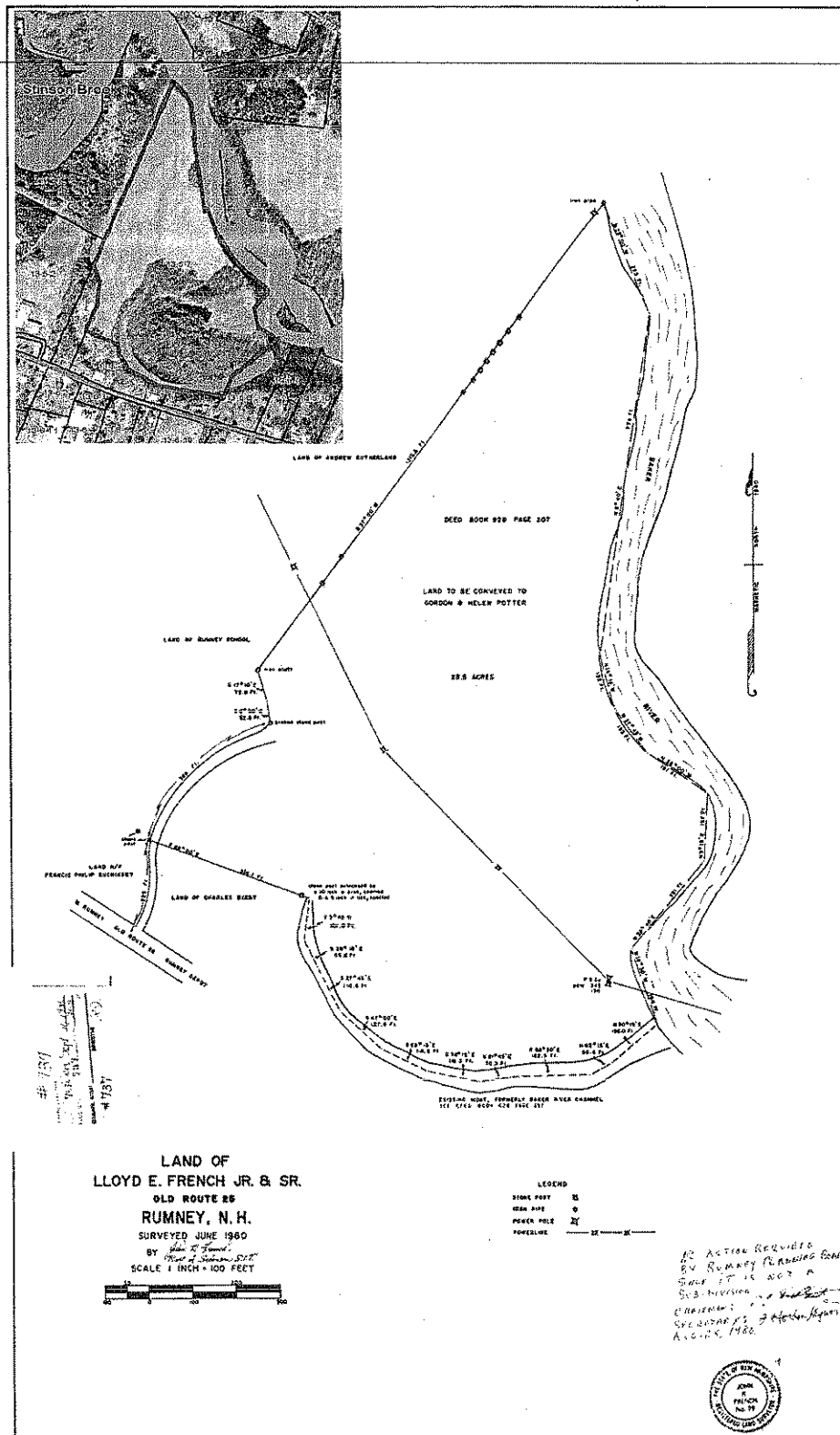
Conf. Source / By: MLS # 2778049, Town, Registry / Tom Hughes

H & B Use at Sale: Recreational Site

Comments: The property is 28.5 acres in size and has 2,027 feet of frontage along the Baker River. It has no public road frontage and is accessed via a deeded right of way easement. It transferred to Spooner Hill, LLC & SAAD Living Trust on March 26, 2010 for \$103,300. The property was originally listed on June 1, 2008 for \$250,000 with the list price reduced multiple times to final list price of \$140,000. Although the property was purchased by an abutter, it was on the market for a long enough time period (638 days) to have more than adequate market exposure and therefore can be considered an arm's length transaction.

According to the buyer's agent, the buyers were aware that the property is located entirely within a flood zone; however they made the purchase with the intent to build a residence for their children. Town officials indicated that although they have no flood zone building restrictions, most people are deterred from building in a flood zone after learning of the State restrictions and that it can be very difficult to obtain lender financing. All of which brings into question the economic feasibility of improving the site with a residence.

TAX MAP / SITE PLAN – SCHOOL STREET, RUMNEY



Summary of Sale 3:

Location/Address: 13 NH Route 25, Plymouth

Grantor > Grantee: Eastman Family Trust > James Koren & Cecilia Rai

Sale Price / Date: \$68,000 / September 20, 2012

Registry Ref: 3917 / 0493

Site Area / Unit Value: 37.6 acres at \$1,809/acre. Adjusted – 37.6 acres at \$2,074/acre.

Frontage: 217.2 feet

Available Utilities: On-Site Well & Septic Needed, Electric, Cable at Street

Zoning / Map Ref: Agricultural / Map - Lot: 214 / 007

Conf. Source / By: Assessor, Seller, Registry / Tom Hughes

H & B Use at Sale: Residential or Commercial Site

Comments: The property is located in the Agricultural zone and is 37.6 acres in size, with approximately 217 feet of frontage along Route 25. The sellers had privately financed the prior sale of the property and then foreclosed upon it on September 12, 2011. It was then transferred to James Koren & Cecilia Rai on September 19, 2012 for \$68,000. At the time of the transfer, the lot was improved with a 2,126 square foot single-family residence. The residence was in complete disrepair and not salvageable. It was razed, shortly at the transfer, at an estimated cost of \$10,000. Due to the condition of the property the sale is considered to be a land sale.

According to the trustee of seller, the family trust had privately financed the prior sale of the property and then foreclosed upon it on September 12, 2011. The family did not want to keep the property and priced it accordingly. He also indicated that they did not believe that the back acreage could be easily developed as it had some stream related water issues. At one point there had been a building further back on the lot that had a stream running through the basement. He was told by the buyers that they planned to hold onto to it, speculating that the market prices would go up in the future.

The site has frontage along a state highway and it has more than enough acreage to allow for large scale residential or commercial development, however due to its limited road frontage, highly irregular shape and potential water issues, a substantial amount of infrastructure work would be necessary. After factoring in estimated demolition costs, the adjusted sales price calculates out to \$2,074 per acre.

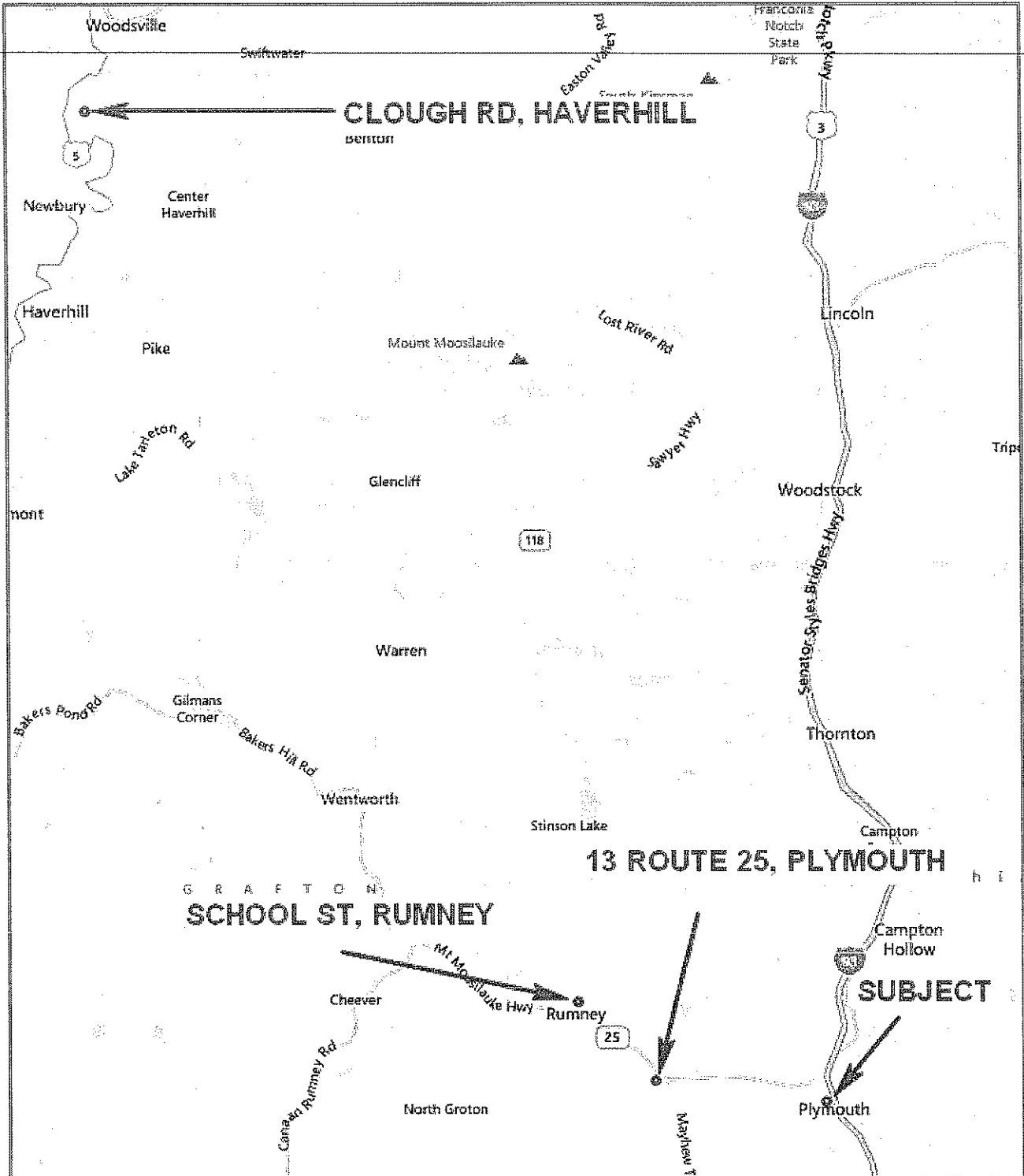
LAND OF ELIFTO K EASTMAN
ROUTE 1
PLYMOUTH, NH
1900
BY J. H. H. H. H.

Scale: 1 inch = 100 feet

Legend:
WATER
ROAD
FENCE
DITCH
CUT
DRAIN
WATERWAY
WATER

2-3-10

COMPARABLE SALES MAP



Abutter Lot - Basis For Adjustments: At this point of the sales analysis all further adjustments to the comparable sales will be applied to the adjusted sale prices as previously noted in the Comments on Comparable Sales section. Sale 1 was adjusted to account for value added by improvements and Sale 3 was adjusted to account for the cost to remove a defunct residential structure.

The sales presented occurred between March 2010, and September 2012 and are all similar in property rights conveyed. Based on an analysis of the market and comparable sales, no discernable trends were observed. Therefore, an adjustment for market conditions was not applied.

One of the buyers of Sale 1 reported that they paid slightly more than what they perceived to be market value in order to reunite the land with their abutting farm. A downward adjustment of 5%, rounded to \$200 per acre, was made to account for the slight premium. The buyer also indicated that the transaction involved partial owner financing and partial conventional financing, however they did not believe that seller financing influenced the sale price. Sale 2 was also purchased by an abutter, however it was a publicly listed, cash sale that did not appear to involve any concessions or premiums.

According to the trustee of Sale 3's seller, the family trust had privately financed the prior sale of the property and then foreclosed upon it. The family did not want to keep the property and priced it accordingly. The trustee also indicated that they did not believe that the back acreage could be easily developed as it had some stream related water issues. Despite the diminished utility of Sale 3's lot, its overall utility is still considered to be far superior than that of the subject and other comparable sales, which are all located in floodplains and as such it was necessary to make an adjustment to account for this difference.

Due to a lack of relevant paired sales data it was necessary to derive a combined adjustment for Sale 3's condition of sale and its superior utility. This adjustment was derived by simultaneously performing a paired sale analyses on both attributes. The paired sales analysis was performed with Sale 1 & Sale 2, both of which have an overall similarity to the subject. After pairing Sale 1 with Sale 3 and then Sale 2 with Sale 3, a \$1,700 per acre condition of sale / utility adjustment was considered reasonable. It should be noted that prior to analysis, Sale 1 was adjusted for the buyer's premium.

Economy of scale can be a factor when comparing lots of different sizes. Buyers typically expect to pay more per square foot for smaller parcels than for larger parcels with otherwise equal utility. After analyzing the comparable sales it appears that all of the comparable sales are in the same size category as the subject property and therefore economy of scale is not a factor.

Easements and encumbrances are both factors that can have an impact on value. The subject property does have a significant area encumbered with a utility easement, however as previously noted, it does not appear to impact its highest and best use. Sales 1 & 3 involve no known easements, while Sale 2 is the dominant tenement of a right of way access easement. Sale 2 has no public road frontage and is accessed via a 40 foot wide right of way across an abutting lot. Given that Sale 2's highest and best use is considered to be recreational, the lack of road frontage and right of way easement access is not considered to have a significant impact on value; therefore no adjustment is warranted.

The three land sales shown in the following grid were considered to be the most recent and proximate, comparable sales. The sale descriptions include dollar per acre adjustments, based on the rationale cited in this section. 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.

Abutter Lot "As Is" Sales Grid

	Subject Property	Sale 1		Sale 2		Sale 3	
Address	Rte 175A, Holderness	Clough Rd, Haverhill		School St, Rumney		13 Route 25, Plymouth	
Book / Page		3781 / 741		3689 / 248		3917 / 493	
Proximity		29.8 +/- Miles NW		6.4 +/- Miles NW		4.0 +/- Miles W	
Adjusted Sales Price			\$ 339,640		\$ 103,300		\$ 78,000
Price Per Acre			\$ 4,121		\$ 3,625		\$ 2,074
Data Source	Inspection	Real Data		MLS # 2778049		MLS # 4145452	
Verification Source	Town, Registry	Town, Registry, Buyer		Town, Registry, Buyer Agent		Town, Registry, Seller	
Date of Sale / Time Adjustment	Insp. July 31, 2013	Description	Adjustment	Description	Adjustment	Description	Adjustment
Conditions of Sale / Utility	Not Applicable	Abutter Premium	\$ (200)	Abutter - no premium known		Sale By Private Financed - REO	1,700
Utility	Floodplain / Res	Floodplain / Res		Floodplain / Res		Irregular -no flood	
Area (acres)	42.00	82.41		28.50		37.60	
Net Adjustments			\$ (200)		\$ -		1,700
Gross Adjustments			\$ 200		\$ -		1,700
Indicated \$ / Acre			\$ 3,921		\$ 3,625		\$ 3,774
Ind. \$ / Acre (Rounded)			\$ 3,900		\$ 3,600		\$ 3,800

NOTE: Sale 3 - Condition of Sale adjustment is a compound adjustment that also includes an adjustment for Utility

Sales Comparison Approach Reconciliation - Abutter Lot "As-Is": After adjustments, the comparable sales provide a narrow range of value. Sale 2 was given the most weight, as it required no adjustments. Sale 1 is the least recent sale and is least proximate, but required only a minimal adjustment. Sale 3 is most proximate and most recent, but is least similar in utility. Sales 1 & 3 were given less weight, but equal consideration.

The indicated value most heavily considered was \$3,600 per acre, with \$3,900 per acre and \$3,800 per acre, given lesser but equal consideration. Therefore, a unit value of, \$3,700 per acre is considered reasonable in this instance. At 42.0 acres, this equates to an indicated value of \$155,400 therefore, **I estimate the site value of Abutter Lot "as-is", as of July 31, 2013 to be \$155,500.**

Sales Comparison Approach Valuation – Abutter Lot & Proposed Lot “As-If Assembled”: This analysis relies on the same comparable sales and logic for adjusting the sales as the “As Is” scenario did, therefore it was deemed unnecessary to reproduce the developmental details in this section.

Abutter Lot & Proposed Lot “As-If Assembled” Sales Grid

	Subject Property	Sale 1		Sale 2		Sale 3	
Address	Rte 175A, Holderness	Clough Rd, Haverhill		School St, Rumney		13 Route 25, Plymouth	
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Date of Sale /		Description	Adjustment	Description	Adjustment	Description	Adjustment
Time Adjustment	Insp. July 31, 2013	Mar 04, 2011		Mar 01, 2010		Sep 20, 2012	
Conditions of Sale /	Not Applicable	Abutter Premium	\$ (200)	Abutter - no		Sale By Private	1,700
Utility				premium known		Financed - REO	
Utility	Floodplain / Res	Floodplain / Res		Floodplain / Res		Irregular -no flood	
Area (acres)	43.33	82.41		28.50		37.60	
Net Adjustments			\$ (200)		\$ -		1,700
Gross Adjustments			\$ 200		\$ -		1,700
Indicated \$ / Acre			\$ 3,921		\$ 3,625		\$ 3,774
Ind. \$ / Square Foot			\$ 0.09		\$ 0.08		\$ 0.09
Ind. \$ / Acre (Rounded)			\$ 3,900		\$ 3,600		\$ 3,800

NOTE: Sale 3 – Condition of Sale adjustment is a compound adjustment that also includes an adjustment for Utility

Sales Comparison Approach Reconciliation – Abutter Lot & Proposed Lot “As-If Assembled”:

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The indicated value most heavily considered was \$3,600 per acre, with \$3,900 per acre and \$3,800 per acre, given lesser but equal consideration. Therefore, a unit value of, \$3,700 per acre is considered reasonable in this instance. At 43.33 acres, this equates to an indicated value of \$160,321; therefore, I estimate the site value of Abutter Lot & Proposed Lot “as-if” assembled, as of July 13, 2013 to be \$160,500.

Sales Comparison Approach Contributory Value Estimate For The Proposed Lot: Contributory value is the difference between the estimated site value of the Abutter Lot “as-is”, and the estimated site value of the Abutter Lot & Proposed Lot “as-if assembled”, thus:

Abutter Lot & Proposed Lot “as-if assembled”.....	\$160,500
Abutter Lot “as-is”.....	\$155,500
Contributory value (difference).....	\$ 5,000

The three land sales shown in the following grid were considered to be the most recent and proximate, comparable sales. The sale descriptions include dollar per acre adjustments, based on the rationale cited in this section. 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.

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NOTE: Sale 3 – Condition of Sale adjustment is a compound adjustment that also includes an adjustment for Utility

Sales Comparison Approach Reconciliation – Abutter Lot "As-Is": After adjustments, the comparable sales provide a narrow range of value. Sale 2 was given the most weight, as it required no adjustments. Sale 1 is the least recent sale and is least proximate, but required only a minimal adjustment. Sale 3 is most proximate and most recent, but is least similar in utility. Sales 1 & 3 were given less weight, but equal consideration.

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Sales Comparison Approach Contributory Value Estimate For The Proposed Lot: Contributory value is the difference between the estimated site value of the Abutter Lot “as-is”, and the estimated site value of the Abutter Lot & Proposed Lot “as-if assembled”, thus:

Abutter Lot & Proposed Lot “as-if assembled”.....	\$160,500
Abutter Lot “as-is”.....	\$155,500
Contributory value (difference).....	\$ 5,000

Reconciliation and Final Value Estimate: This assignment involved estimating a sales price for the proposed surplus lot, located along the I-93 Exit 25 off ramp, in Holderness, NH. The valuation is as of July 31, 2013, the date of my on-site inspection. As requested, an "As Is" and "As-If Assembled" Sales Comparison Approach analysis was applied to the Proposed Lot resulting in estimated Contributory Value of \$5,000.

Therefore, as of July 31, 2013, I estimate the subject's sales price to be:

Five Thousand Dollars.....\$5,000

Thank you for the opportunity to be of service. If you have any questions regarding this appraisal, please do not hesitate to contact me at 271-2644.

Respectfully submitted,

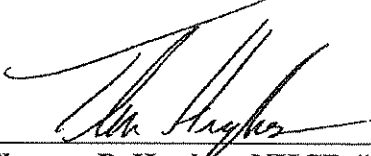


Thomas P. Hughes, NHCR#655
Staff Appraiser, NHDOT

Appraiser's Certification

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

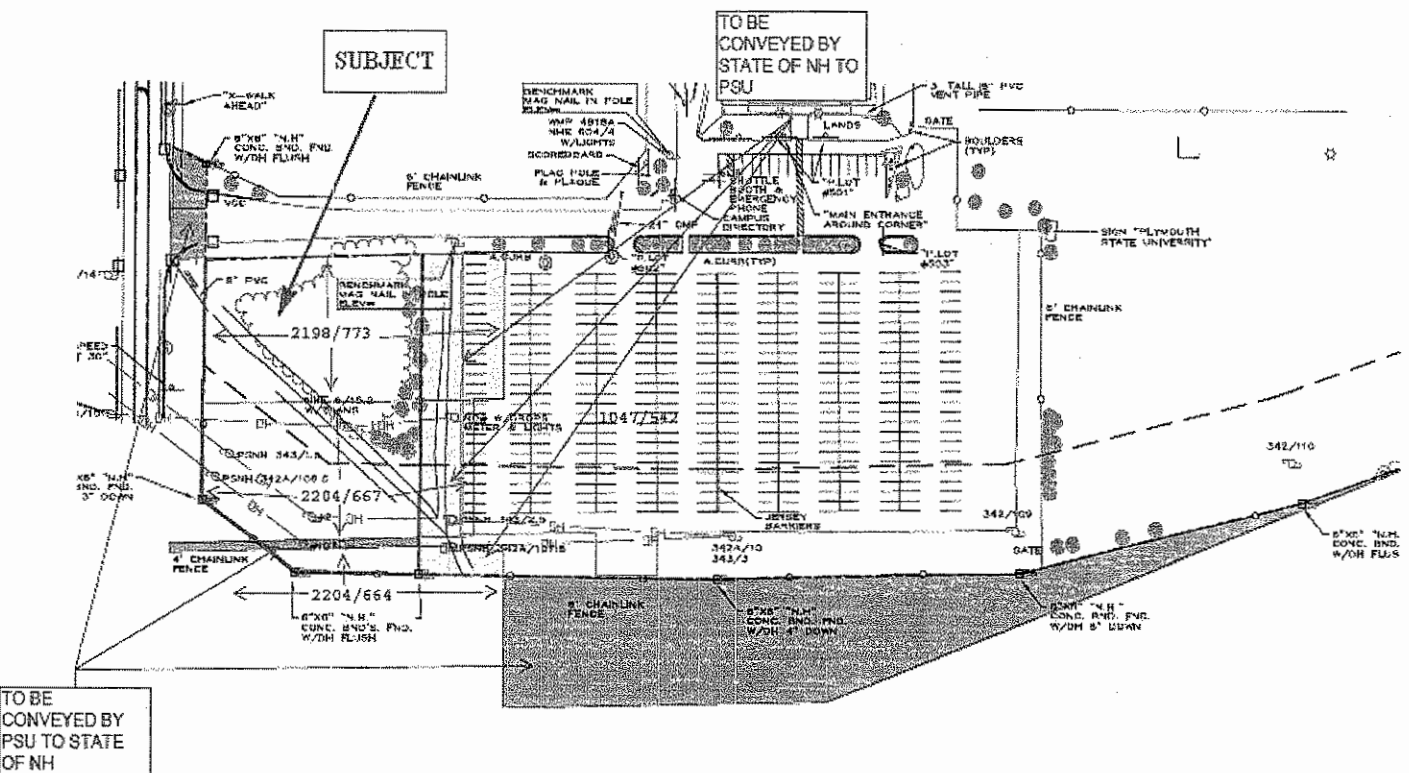
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present 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 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 Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to me.
- I have performed no services, as an appraiser or in any other capacity, relating to the property that is the subject of this report within the 3-year period immediately preceding acceptance of this assignment.



Thomas P. Hughes, NHCR #655
Staff Appraiser, NHDOT

September 6, 2013
Date

PSU / STATE LAND SWAP



Job 3-6 Valuation on Plymouth State University Recreational Fields
56 North River St, Plymouth, NH
Owner: Plymouth State University

HOLDERNESS ZONING (03/13) – EXCERPT

300.4.5: Flood Hazard District (Special District) (FHD) (3/97): This District is intended to assure that development within the designated flood hazard area shall occur in such a manner as to minimize the danger to life and property from flooding and to minimize the potential for future flooding. It is also to prevent damage to associated, contiguous or intersecting waterways and wetlands.

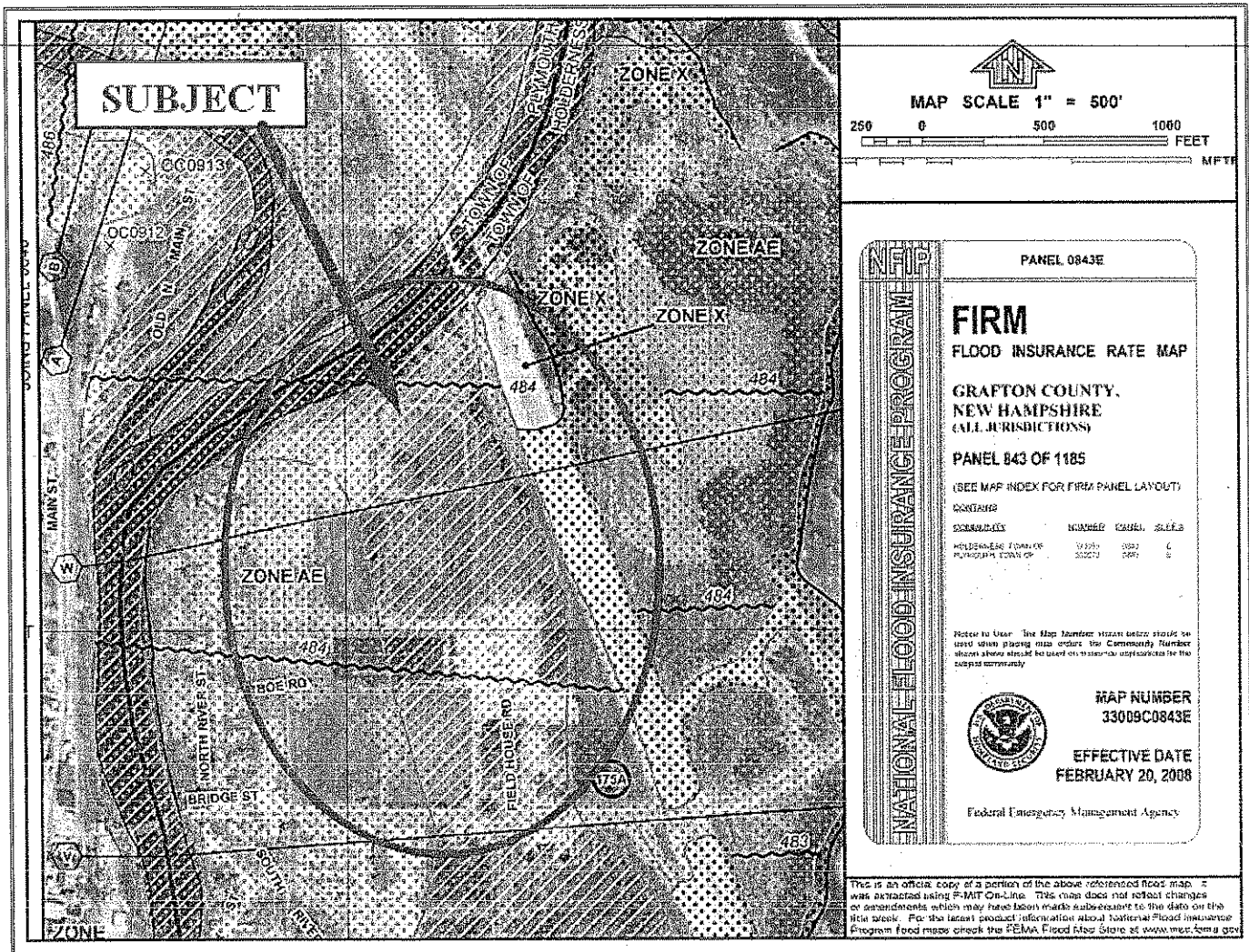
300.4.5.1: District Boundaries: The limits of the Flood Hazard District are hereby determined to be all lands west of Interstate 93.

300.4.5.2: Relations to Districts: Where the Flood Hazard District is superimposed over another zoning district, the more restrictive regulations shall apply.

300.4.5.3: Permitted Uses: The following open space uses shall be permitted within the Flood Hazard District to the extent that they are not prohibited by any other ordinance and provided they do not require structures, fill or storage of materials or equipment. In addition, no use shall adversely affect the efficiency or unduly restrict the capacity of the channels or flood ways of any tributary to main stream, drainage ditch, or any other drainage facility or system.

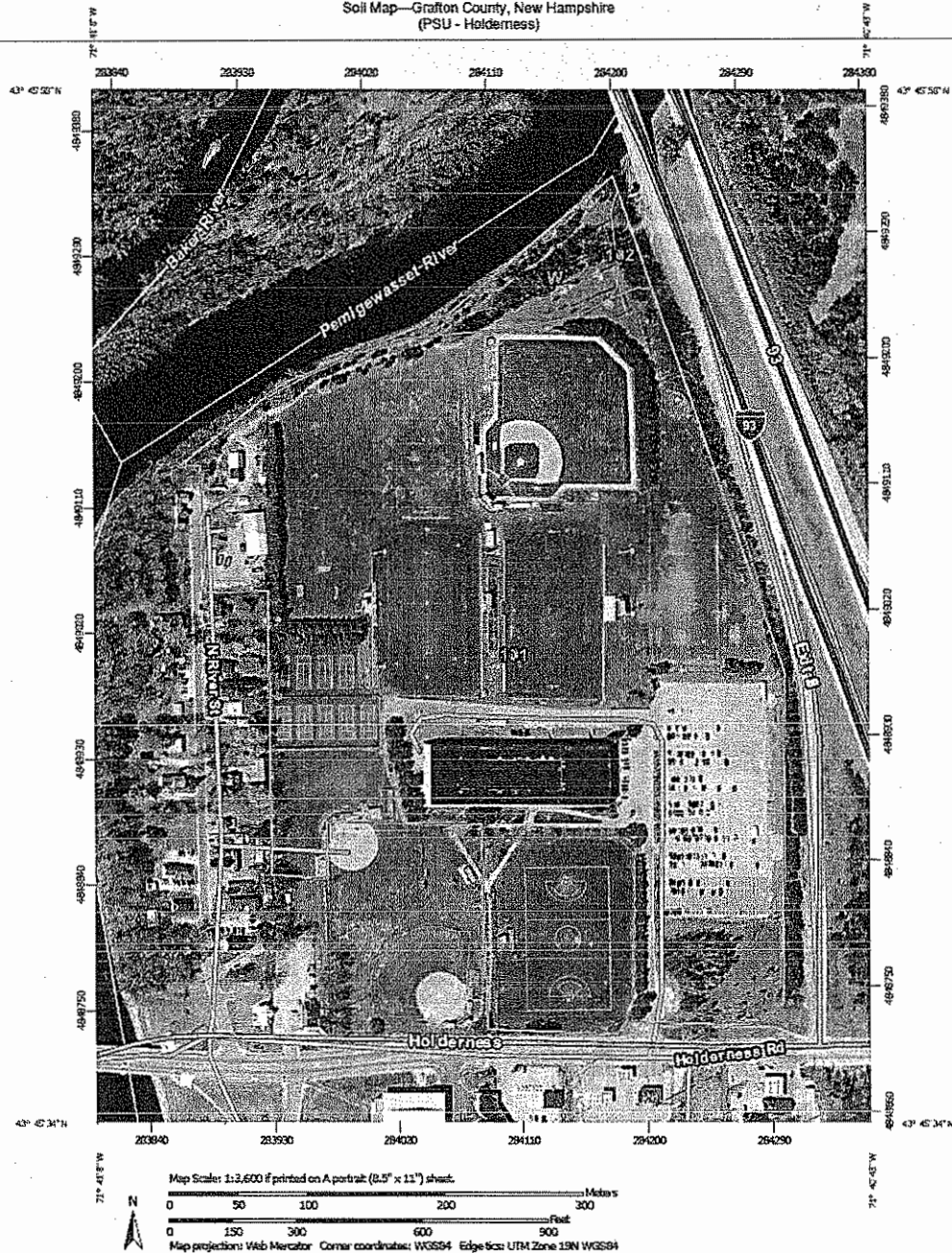
- (1) Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, sod farming and wild crop harvesting, so long as the use of fertilizers and pesticides is curtailed.
- (2) Private and public recreational uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, hunting and fishing areas, biking, hiking and horseback riding trails, snowmobiling and cross-country skiing.
- (3) Accessory uses such as lawns, gardens, parking areas, and play areas.

FEMA - FLOOD INSURANCE RATE MAP



WEB SOIL SURVEY

Soil Map—Grafton County, New Hampshire
(PSU - Holderness)



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

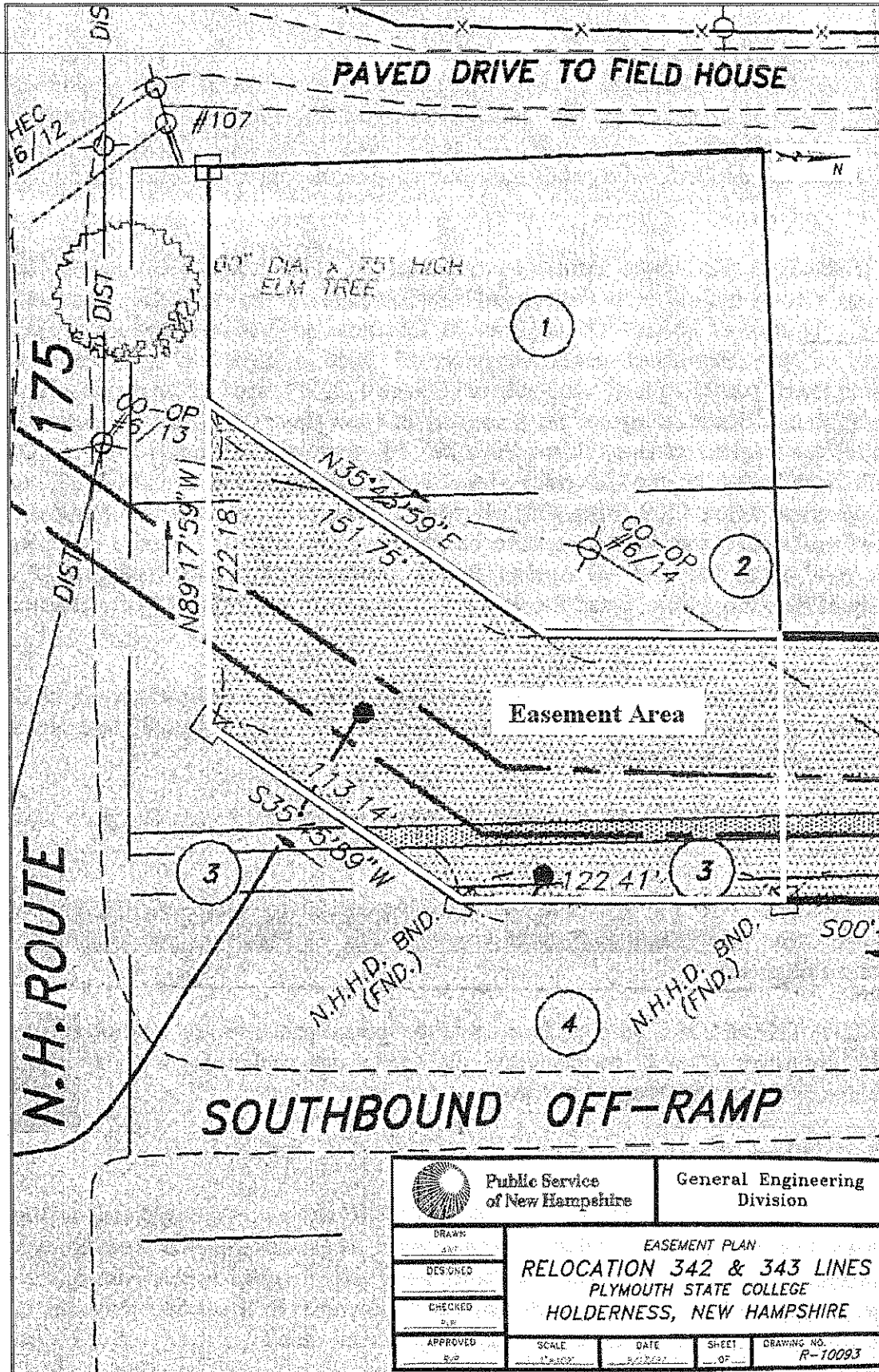
8/20/2013
Page 1 of 3

Map Unit Legend

Grafton County, New Hampshire (NH009)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
101	Ondawa fine sandy loam, frequently flooded	39.4	95.0%
102	Sunday loamy sand	0.3	0.6%
W	Water	1.8	4.4%
Totals for Area of Interest		41.5	100.0%

* Subject area is approximate

EASEMENT AREA



EASEMENT AGREEMENT

AGREEMENT made this _____ day of _____, 1998 by and between PLYMOUTH STATE COLLEGE OF THE UNIVERSITY SYSTEM OF NEW HAMPSHIRE, a New Hampshire body corporate and politic with a mailing address of 14 Summer Street, Plymouth, New Hampshire 03265 ("PSC") and PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire public utility corporation, having its principal place of business at 1000 Elm Street, Manchester, New Hampshire ("PSNH").

WHEREAS, PSC owns certain land situated on N.H. Route 175A in the Town of Holderness, County of Grafton, in the State of New Hampshire, more particularly described in the following: 1) deed of Halston O. and Jean M. Lenentine to Plymouth State College of the University of New Hampshire, dated November 18, 1966, recorded in the Grafton County Registry of Deeds (the "Registry") at Book 1047, Page 542; 2) deed of Holderness School for Boys to Plymouth State College of the University of New Hampshire, dated January 3, 1967, recorded in the Registry at Book 1049, Page 287; 3) deed of Peter and Martha K. Dane to Plymouth State College of the University of New Hampshire, dated October 29, 1970, recorded in the Registry at Book 1129, Page 428; 4) deed of Barbara S. Dearborn to Plymouth State College of the University of New Hampshire, dated November 18, 1966, recorded in the Registry at Book 1047, Page 544; and 5) deed of Paul S. Durgin to Plymouth State College of the University of New Hampshire, dated September 19, 1963, recorded in the Registry at Book 992, Page 316.

WHEREAS, the PSC land is subject to a right-of-way and easement granted to Utilities Power Company by deed of N. B. Sanborn, dated October 10, 1925, recorded in the Registry at Book 592, Page 441 (the "Easement");

WHEREAS, PSNH is the successor in interest to Utilities Power Company under the Easement; and

WHEREAS, PSC and PSNH desire by this Agreement to replace the Easement with a new easement (the "New Easement") to be granted by PSC to PSNH, in exchange for PSNH's release of the Easement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt and sufficiency whereof are hereby acknowledge, PSC and PSNH agree as follows:

A. Grant of New Easement

1. PSC, for consideration paid, grants to PSNH, its successors and assigns, the right and easement to construct, repair, rebuild, operate, patrol, and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles, and towers together with foundations, crossarms, braces, anchors, guys, grounds, and other equipment for transmitting electric current and/or communications over, under and across a strip of land situated in the Town of Holderness,

in the County of Grafton and State of New Hampshire, more particularly described below (the "Easement Area"); also this conveyance shall include the right to clear and keep clear the Easement Area of all trees and underbrush by such means as PSNH may select, to remove all structures or obstructions which are within the limits of the Easement Area, to cut or trim such trees on the premises as in the judgment of PSNH may interfere with or endanger said lines or their maintenance or operation, and the right to construct such temporary roads within said Easement Area as in the judgment of PSNH are needed in conjunction with the construction or maintenance of said transmission lines. PSC for themselves and their heirs, executors, administrators, successors and assigns, covenants and agrees to and with PSNH, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure of any kind or nature upon the Easement Area or change the existing grade or ground level of the Easement Area by excavating or filling, or cut or trim trees or underbrush within said Easement Area.

Said Easement Area is bounded and described as follows:

Beginning at a point on the edge of the Limited Access Right-of-way (hereinafter referred to as "LAROW") for N.H. Interstate Highway 93 (hereinafter referred to as "I-93"), adjacent to the I-93 southbound exit leading to N.H. Route 175A, said point being N35°-45'-59"E a distance of approximately 67 feet from a "NHHD" concrete bound at the intersection of Route 175A with said southbound exit; thence running N35°-45'-59"E along the LAROW a distance of approximately 9 feet to a point at land of the N.H. Department of Transportation (hereinafter referred to "NHDOT"), formerly land of Doggett; thence turning and running northerly along said NHDOT land a distance of approximately 234 feet to a point being the northwesterly corner of said NHDOT land; thence turning and running easterly along said NHDOT land a distance of approximately 27 feet to a point on the I-93 LAROW; thence turning and running N00°-42'-25"E an approximate distance of 213 feet to a "NHHD" concrete bound; thence turning and running N01°-40'-58"W a distance of 151.86 feet to a NHHD concrete bound; thence turning and running N00°-20'-34"W a distance of 146.32 feet to a NHHD concrete bound; thence turning and running N-12°-56'-15"W a distance of 285.08 feet to a NHHD concrete bound; thence turning and running N18°-13'-37"W a distance of 152.83 feet to a NHHD concrete bound at the edge of the current I-93 LAROW; thence turning and running N21°-01'-48"W a distance of 476.40 feet to a point on the westerly edge of said LAROW; thence turning and running S66°-39'-47"W a distance of 104.52 feet to a point; thence turning and running S21°-01'-48"E a distance of 469.21 to a point; thence turning and running S18°-13'-37"E a distance of 146.29 to a point; thence turning and running S12°-56'-15"E a distance of 269.43 feet to a point; thence turning and running S00°-20'-34"E a distance of 136.45 feet to a point; thence turning and running S01°-40'-58"E a distance of 150.94 feet to a point; thence turning and running S00°-42'-25"W a distance of approximately 243 feet to a point at land of NHDOT; thence turning and running easterly by land of NHDOT, formerly land of Doggett, a distance of approximately 66 feet to a point at the northeasterly corner of said NHDOT land; thence turning and running southerly along said NHDOT land, a distance of approximately 214 feet to the point of beginning.

Meaning and intending to convey an easement that is mostly 100 feet in width, but varies in width from approximately 7 feet to approximately 105 feet, from a point on the edge of the LAROW

near N.H. Route 175A (the 7 foot wide strip), then along the westerly side of the LAROW for I-93 (the 100 to 105 wide strip) to other easement granted to PSNH by "Commissioners' Return of Highway Layout, Holderness I-93-2(51)79-P-5600-G, Interstate Route #93, 1963." Said easement is shown on a plan (the "Plan") entitled "Easement Plan, Relocation 342 & 343 Lines, Plymouth State College, Holderness, N.H.," dated September 17, 1997, Drawing Number R-10093, filed at PSNH.

2. PSNH, for itself and its successors and assigns, covenants and agrees that the foregoing rights shall be exercised in a reasonably careful and prudent manner, so that no injury which can be avoided by the exercise of reasonable care shall result to the Easement Area, or other land of PSC in the vicinity thereof, by reason of the construction, maintenance and operation of said lines and facilities. PSNH further agrees that it will grant PSC permission to expand its parking facilities within the Easement, provided that the new parking facilities do not adversely affect PSNH's electrical facilities, and said permission shall not be unreasonably withheld; and PSNH agrees not to place any poles in the "no pole area" shown on the Plan, adjacent to PSC's athletic field.

B. Release of Easement

1. PSNH, for consideration paid and in consideration of the grant of the New Easement by PSC under this Agreement, hereby releases to PSC all right, title and interest acquired by PSNH in the land of PSC under the Easement.

2. The Easement is released to PSC, without release or consent by the Trustee or Mortgagee under (i) PSNH's First Mortgage Indenture, dated as of August 15, 1978 to First Fidelity Bank, National Association, New Jersey, recorded in the Registry at Book 1909, Page 97 and (ii) PSNH's Mortgage, dated as of May 1, 1991 to Bankers Trust Company, recorded in the Registry at Book 1909, Page 321, as amended by PSNH Mortgage Amendment, dated as of April 1, 1996, recorded in the Registry at Book 2193, Page 461 and assigned to Chemical Bank by PSNH Mortgage Assignment, dated as April 1, 1996, recorded in the Registry at Book 2193, Page 452, pursuant to and in accordance with Section 7.2(g) of the said First Mortgage Indenture and Section 5.02(g) of the said Mortgage, which provisions allow PSNH to surrender any easement which it may hold without any release or consent by the Trustee or Mortgagee, provided PSNH has the right under a new easement received in exchange to conduct the same business in the same territory during the same or an unlimited period of time.

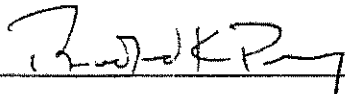
C. Miscellaneous

1. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

2. This Agreement shall be recorded in the Registry.

EXECUTED by the parties as of the date first written above.

PLYMOUTH STATE COLLEGE OF THE
UNIVERSITY SYSTEM OF NEW HAMPSHIRE

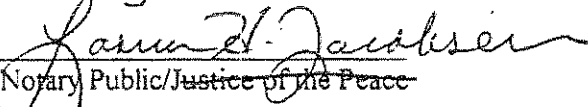
By: 
Name:
Title: **Bradford K. Perry**
Vice Chancellor for Financial Affairs
and Treasurer

PUBLIC SERVICE COMPANY OF
NEW HAMPSHIRE

By: _____
Name:
Title:

State of New Hampshire
County of Strafford

The foregoing instrument was acknowledged before me this 15, day of
January, 1998 by Bradford K. Perry


Notary Public/Justice of the Peace

My Commission Expires: November 8, 1998

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this _____, day of _____,
1998 by _____ of Public Service Company of New
Hampshire, a New Hampshire corporation, on behalf of the corporation.

Notary Public/Justice of the Peace

My Commission Expires:

QUALIFICATIONS OF THOMAS P. HUGHES

PROFESSIONAL EXPERIENCE:

NH DEPARTMENT OF TRANSPORTATION, BUREAU OF ROW (May, 2012 to Present)
Staff Appraiser

AMOSKEAG APPRAISAL COMPANY (2002 to 2012)
Certified Residential 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)

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

Associate in Engineering:
WENTWORTH INSTITUTE OF TECHNOLOGY - Boston, MA

CERTIFICATIONS:

Certified Residential Appraiser (NH - # NHCR-655)

Certified Public Accountant (IL - # 99626)

Plymouth State
UNIVERSITY
Office of Finance and Administration

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY
APR 06 2016
RECEIVED

April 1, 2016

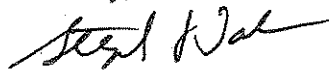
Cindy Poole
Dept. of Transportation
State of New Hampshire
7 Hazen Drive
PO Box 483
Room 100
Concord, NH 03302-0483

Dear Cindy,

I am enclosing three certified land surveys, stamped by Daniel J. Mullen, Licensed Land Surveyor for Richard D. Bartlett & Associates, LLC, showing the areas we have been discussing for a swap.

Please let me know what the next steps are in the process so we can bring this issue to closure.

Sincerely,



Stephen J. Taksar
Vice President for Finance and Administration

Attachment: Survey of Land owned by of the State of New Hampshire; and
Survey of Land owned by Plymouth State University,
of the University System of New Hampshire (2)

Plymouth State
UNIVERSITY

Office of Finance and Administration

March 2, 2016

Cindy Poole
Dept. of Transportation
State of New Hampshire
7 Hazen Drive
PO Box 483
Room 100
Concord, NH 03302-0483

RECEIVED
MAR 14 2016
DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

Dear Cindy,

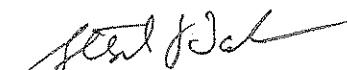
As you know, Plymouth State University had expressed interest in acquiring a parcel of land between the Rt. 93 exit ramp at exit 25 and Rt. 175. We conducted a level one environmental assessment and concluded that unless the DOT or state were to certify that it is a "clean site", as a result of the land being used as a gas station and hold the University harmless regarding liability, we could no longer consider this a viable purchase option. We would still be interested in buying the land if those terms were acceptable. Could you verify the DOT's position on that issue?

Assuming we cannot come to terms on selling the land, Plymouth State University is requesting an opportunity to lease the land we had been discussing as a purchase. We are seeking parcels close to campus to accommodate our parking demands which are increasing as a result of higher enrollments. Our goal would be to clear the land and put in a gravel lot to accommodate as many spaces as possible for PSU use. Time is of the essence on this as we would need to plan and do the work over the summer in time for the arrival of our students in August.

I'm attaching our most recent sketch of the property we are seeking to lease. We would appreciate a response as quickly as possible so we can finalize our summer plans.

Please let me know if you need anything else from the University. I can be reached at (603) 535-2550 or sitaksar@plymouth.edu. Thank you for your help with this issue.

Sincerely,



Stephen J. Taksar
Vice President for Finance and Administration

cc: Ellen Shippee
Attachment: Lot Proposed to Lease

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

LRCP 16-024

JOSEPH A. FOSTER
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

July 28, 2016

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

REQUESTED ACTION

Pursuant to RSA 4:39-b, the Department of Justice is requesting approval of the attached ten-year renewal lease agreement with Capital Region Health Care Development Corporation (Concord Hospital), 250 Pleasant Street, Concord NH 03301 (Vendor #156647) for 3,768 square feet of space located at 250 Pleasant Street, Memorial Medical Building, Suite 218 & 220, Concord NH 03301 for the period October 1, 2016 to September 30, 2026 in an amount not to exceed \$1,127,268.

EXPLANATION

The Department of Justice is requesting to continue renting office space for the Office of Chief Medical Examiner (OCME). The OCME has occupied the office space at the Memorial Building, located on the Concord Hospital Campus, for the past twenty-five years due to its centralized location within the State and the available morgue space being located one building away.

The location of the office allows the Chief Medical Examiner and Deputy Chief Medical Examiner to be within walking distance of the morgue reducing the time and expense associated with travel which, in turn, increases the autopsy efficiency rate. Your approval of this request will also permit the OCME to continue operations without interruption.


The negotiated ten-year lease with Concord Hospital for the OCME office space, which commences on October 1, 2016 and expires on September 30, 2026, shall increase no more than 2% every other year to cover any increases in facility operation costs such as energy costs, insurance costs and maintenance costs as follows:

Ten-Year Rental Schedule						
Year	Date Range	Sq. Ft.	Monthly Rent	Yearly Rent	Estimated Cost SQ	Estimated % Increase
1	10/1/2016-09/30/2017	3,768	\$8,936.00	\$107,232.00	\$28.46	0%
2	10/1/2017-09/30/2018	3,768	\$9,114.75	\$109,377.00	\$29.03	2%
3	10/1/2018-09/30/2019	3,768	\$9,114.75	\$109,377.00	\$29.03	0%
4	10/1/2019-09/30/2020	3,768	\$9,297.25	\$111,567.00	\$29.61	2%
5	10/1/2020-09/30/2021	3,768	\$9,297.25	\$111,567.00	\$29.61	0%
6	10/1/2021-09/30/2022	3,768	\$9,483.25	\$113,799.00	\$30.20	2%
7	10/1/2022-09/30/2023	3,768	\$9,483.25	\$113,799.00	\$30.20	0%
8	10/1/2023-09/30/2024	3,768	\$9,673.00	\$116,076.00	\$30.81	2%
9	10/1/2024-09/30/2025	3,768	\$9,673.00	\$116,076.00	\$30.81	0%
10	10/1/2025-09/30/2026	3,768	\$9,866.50	\$118,398.00	\$31.42	2%

Ten Year Total: \$1,127,268.00

Please let me know if you have any questions regarding this request. Your favorable consideration is greatly appreciated.

Respectfully submitted,


for Joseph A. Foster
Attorney General

#1465832

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 11th day of July 2016, by the following parties:

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

Name: Capital Region Health Care Development Corporation (Concord Hospital)

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 250 Pleasant Street

Street Address (principal place of business)

Concord

NH

03301

(603) 225-2711

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 Justice

Address: 33 Capitol Street

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

Concord

NH

03301

(603) 271-3658

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: 250 Pleasant St, Memorial Medical Bldg, (2nd flr) suites 220 & 218

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

Concord

NH

03301

City

State

Zip

The demise of the premises consists of: 3,768 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 October, in the year 2016, and ending on the
30 day of September, in the year 2026, unless sooner terminated
in accordance with the Provisions hereof.

Landlord Initials: MP

Date: 7/11/16

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 October, 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*) October 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: WJC
Date: 1/11/16

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: APK

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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:

Provision of space for the Department of Justice, Medical Examiner's 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: MP

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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:

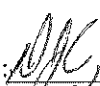
- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) 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: 

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- 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.

Landlord Initials: DFC
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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: *MJC*

Date: *7/11/16*

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 of 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: 

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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.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at it's 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 contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

Landlord Initials: *ABC*

Date: *7/1/16*

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: ML
Date: 5/10/16

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: 7/17/16

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: Domenic J. Ciavarrò

Title: VP Facilities

Address: 250 Pleasant Street, Concord NH

Phone: (603) 227-7032

Email Address: dciavarr@crhc.org

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: Kathleen Carr

Title: Director of Administration, Department of Justice

Address: 33 Capitol Street, Concord NH 03301 Phone: (603) 271-1234

Email Address: Kathleen.Carr@doj.nh.gov

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: AK

Date: 7/1/16

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: 9/11/16

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 JUSTICE

Authorized by: (full name and title) Kathleen Carr, Director of Administration
Kathleen Carr

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

Capitol Region Health Care Development Corporation

Authorized by: (full name and title) [Signature]
Signature

Print: Domenic J. Ciavarrro, Vice President
Name & Title

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

OF New Hampshire COUNTY OF Merimack

UPON THIS DATE (insert full date) July 11, 2016, appeared before

me (print full name of notary) Christina Decato the undersigned officer personally

appeared (insert Landlord's signature) Domenic J. Ciavarrro

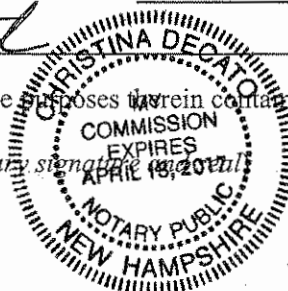
who acknowledged him/herself to be (print officer's title, and the name of the corporation) _____

Vice President, Concord Hospital and that as such

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, 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)

Christina Decato



lk pres
April 18, 2017

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: 7/22/16

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: [Signature]

Date: 7/11/16

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 3,768 square foot demise of the Premises in accordance with Section 2 herein

10-YEAR RENTAL SCHEDULE

Year	EFFECTIVE DATES	SQ. FT.	MONTHLY COST	ANNUAL COST	Approx. SF COST	Approx. % INCREASE
1	October 1, 2016 – September 30, 2017	3,768	\$8,936.00	\$107,232.00	\$28.46	0%
2	October 1, 2017 – September 30, 2018	3,768	\$9,114.75	\$109,377.00	\$29.03	2%
3	October 1, 2018 – September 30, 2019	3,768	\$9,114.75	\$109,377.00	\$29.03	0%
4	October 1, 2019 – September 30, 2020	3,768	\$9,297.25	\$111,567.00	\$29.61	2%
5	October 1, 2020 – September 30, 2021	3,768	\$9,297.25	\$111,567.00	\$29.61	0%
6	October 1, 2021 – September 30, 2022	3,768	\$9,483.25	\$113,799.00	\$30.20	2%
7	October 1, 2022 – September 30, 2023	3,768	\$9,483.25	\$113,799.00	\$30.20	0%
8	October 1, 2023 – September 30, 2024	3,768	\$9,673.00	\$116,076.00	\$30.81	2%
9	October 1, 2024 – September 30, 2025	3,768	\$9,673.00	\$116,076.00	\$30.81	0%
10	October 1, 2025 – September 30, 2026	3,768	\$9,866.50	\$118,398.00	\$31.42	2%
10 YEAR TOTAL:				\$1,127,268.00		

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.*

Additional payments may be made to the Landlord by the Tenant as unencumbered payments under this agreement for alterations, renovations and modifications to the subject premises, up to \$1,000.00 per event, not to exceed a maximum of \$5,000.00 per year, subject to the mutual written agreement of both the Landlord and the Tenant and without further approval of the Governor and Council for the duration of this lease agreement as indicated in Section 3.1 of the General Provisions.

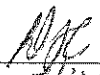
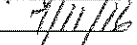
Landlord Initials: 
Date: 

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 solely 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. Provision of such services shall include all services and maintenance described in Section 8 of the Agreement herein, and the following:

- 1) Daily services (with the exception of major holidays):
 - a) Clean all restrooms, including thorough cleaning the toilet and sink
 - b) Dry mop and wet mop all resilient surface flooring.
 - c) Supply and restock all "consumable" products such as toilet paper, paper towels and soap.
- 2) Every Tuesday and Thursday (with the exception of major holidays)
 - a) Vacuum all carpeted areas, providing intensive vacuuming as needed.
 - b) Damp wipe/disinfect all desks, counters and phones
 - c) Empty all refuse containers and dispose of contents.
- 3) Weekly:
 - a) clean entrance glass thoroughly
 - b) provide high and low dusting of all horizontal
- 4) 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.
- 5) Cleaning shall be scheduled to occur at mutually agreeable times as negotiated by the Landlord and Tenant. All cleaning supplies and equipment shall be provided by the Landlord or Landlord's contractor.
- 6) Recycling Services: Shall be provided as set forth in "Exhibit C Part IV" of the Agreement herein.

Landlord Initials: WPC
Date: 7/11/16

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.*

The Landlord, at Landlord's sole expense, shall complete the following renovations and alterations no later than thirty (30) days after the date set forth in Section 3.1 "effective date" herein:

1. Public Entrance Door to Tenant Suite:
 - a. Existing raised character and tactile sign located in common area corridor shall be "lowered" to provide code conforming maximum installation height of 60" to the lower portion of the upper characters.
 - b. Opening force of entrance door measured at 9 pounds, adjust closure mechanism to provide operable force of no more than 5 pounds
2. Rest Room Designation Sign: Provide and install raised character and braille "Unisex/ Accessible" (unisex gender symbol and wheelchair symbol) sign on the latch side of the wall adjacent to the Unisex, accessible staff rest room. Provide maximum installation height of 60" to the lower portion of the upper characters (48" minimum install height).
3. Dispensers: Provide/relocate all dispensers – soap, paper towel, hand sanitizer – at height (measure to uppermost operable part) of no more than 48" above the floor.
4. Call Button: Remove the "call button" currently located in Tenant's lobby space.
5. Coat Rack Hooks in Lobby: Remove Tenant's lobby space coat rack, patch/repair resulting holes.
6. Kitchenette: Modify existing unit to provide forward wheelchair approach to sink, modification to include:
 - a. Remove existing lower (approximate 36" wide) double cabinet beneath sink, thereby provide 36" wide forward approach to sink
 - b. Insulate the resulting exposed waste pipes – or otherwise shield – to protect wheelchair user knees from potential contact with hot pipes
 - c. Install supplemental faucet (single lever suggested) at side of sink to provide water operation within wheelchair user reach.
 - d. Relocate soap and paper towel dispensers to provide within wheelchair user reach range.

The Tenant, shall provide and maintain the following:

- (a) Relocate and maintain all trash can placements in a manner that maintains wheelchair accessibility to all dispensers while also not intruding more than 4" into the accessible path of travel.
- (b) Provide and install an informative sign at the reception area advising that interpretative services will be made available upon request.

Landlord Initials: MP
Date: 7/11/16

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 Landlord shall have the Premises tested for continued (renewal) compliance with "Clean Indoor Air" standards. To perform such tests Landlord 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 Landlord shall submit a copy of the notarized testing results to the Tenant, and 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 all required repairs or alterations determined to be necessary under this provision shall be completed within a reasonable time frame, in no instance exceeding thirty (30) days after report of the deficiency. After the completion of all repairs the Landlord shall provide air-quality testing for the previously deficient area to prove remedy has been provided, the results shall be sent to the Tenant as proof of conformance. The Landlord shall be obligated to comply with the forgoing protocol until such time the Premises conform to Environmental Services "ENV-A2200" standards.

Part III

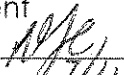
Improvements, Renovations or New Construction ("work"): In the event that the Agreement herein includes provisions for such "work" to be provided, the Tenant's finalized version of Design-Build floor plans, specifications and any supplemental defining documents depicting all "work" shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. The Tenant and the Landlord shall both retain copies of these documents. Tenant shall provide complete copies to the State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

The Landlord shall be responsible for providing the alterations listed in Part 1 herein, which are for the sole purpose of improving barrier-free accessibility.

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 that are gathered by the Tenant 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

Landlord Initials: 

Date: 

destruction" vendor.

2. The Tenant and/or the Tenant's janitorial provider shall bag and remove items for recycling and deposit them in an area of the Landlord's designation (which may be shared in common with others); the Landlord shall collect these products and convey them to appropriate recycling centers.

Landlord Initials: ALC

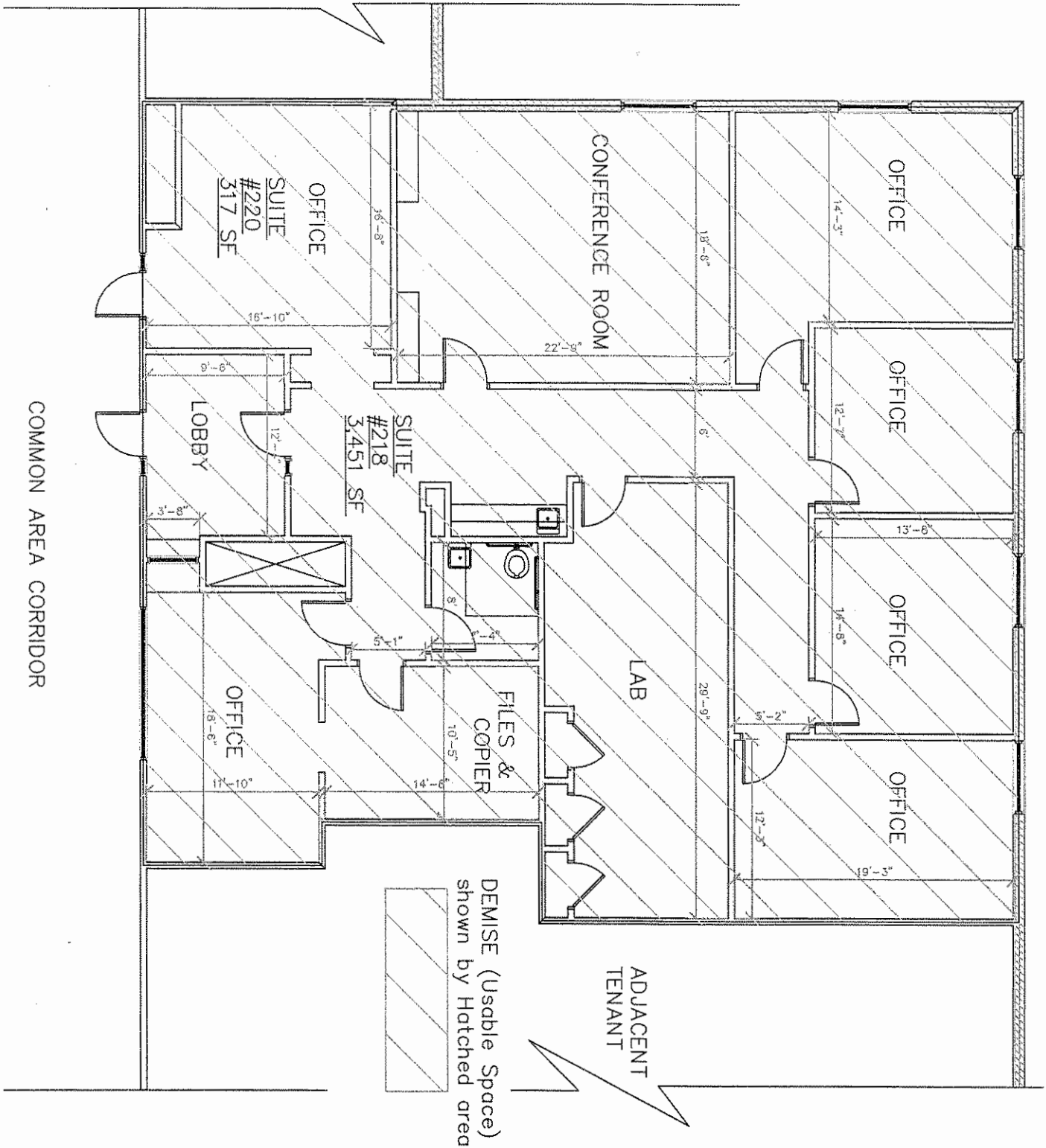
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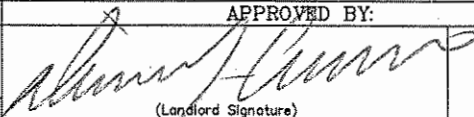
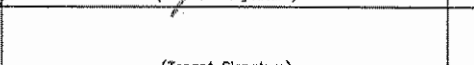
EXHIBIT D
SPECIAL PROVISIONS

The parties' agreements concerning modifications or additions to the foregoing standard provisions of this lease shall be as set forth below or attached hereto and incorporated by reference:

N/A - there are no special provisions to the lease

Landlord Initials: WPC
Date: 7/11/16



	TENANT DEMISE PLAN 3,768 SF		DRAWN BY:		APPROVED BY:	
	DATE: 03/28/2016	SCALE: NTS	State of New Hampshire Department of Administrative Services Bureau of Planning and Management		 (Landlord Signature)	
Dept. of Justice, Office of Medical Examiner	LEVEL: L2			 (Tenant Signature)		7/11/16 (Date)
246 Pleasant Street, Suite 218, Concord, NH, NH 03301					(Date)	

CERTIFICATE

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) the following persons lawfully occupy the offices indicated below:

Robert P. Steigmeyer, President
Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 12th day of July, 2014.

(Corporate seal)

Mary Boucher
Secretary

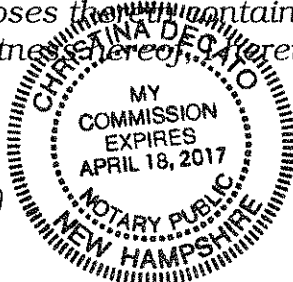
State of:

County of:

On this, the 12 day of July, 2014, before me a notary public, the undersigned officer, personally appeared Mary Boucher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

(Seal)



Christina Decato
Notary Public

My Commission expires:

April 18, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2015

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 MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
319078-CHS-gener-16-17	INSURER(S) AFFORDING COVERAGE	
INSURED CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: JESSICA FANJOY 250 PLEASANT STREET CONCORD, NH 03301	INSURER A: Granite Shield Insurance Exchange	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

NYC-007229131-30

REVISION NUMBER:0

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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GSIE-PRIM-2016-101	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			GSIE-PRIM-2016-101	01/01/2016	01/01/2017	SEE ABOVE

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

GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE-DATE 6/24/1985.

CERTIFICATE HOLDERSTATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
33 CAPITOL STREET
CONCORD, NH 03301**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
of Marsh USA Inc.

Susan Molloy

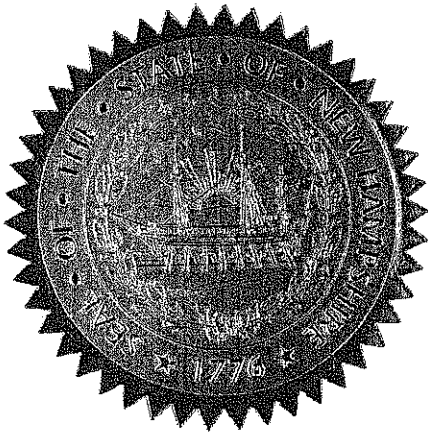
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State of New Hampshire

Department of State

CERTIFICATE

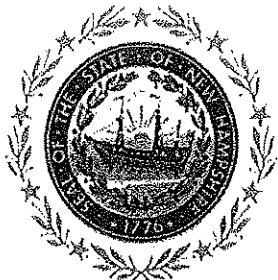
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Concord Hospital, Inc. is a New Hampshire nonprofit corporation formed January 29, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April A.D. 2016

A handwritten signature in dark ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



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: Ms. Kathleen Carr, Director
New Hampshire Department of Justice

Date: Tuesday, June 21, 2016

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

Location: 250 Pleasant Street, Suites 260 and 220, Concord NH 03301
3,768 square feet

Term/Effective Date/Commencement Date:
10 Year, Renewal Lease: October 1, 2016 to September 31, 2026

Lessee/Tenant: New Hampshire Department of Justice, 33 Capitol Street, Concord NH 03301

Lessor/Landlord: Capital Region Health Care Development Corporation (Concord Hospital), 250 Pleasant Street, Concord NH 03301

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 location was reviewed during the ABFDC's June 21, 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 and photographs referenced in **EXHIBIT A** and **EXHIBIT B**, and is subject to the limitations stated herein.

Upon completion, all renovations specified and referenced by the lessee/tenant, any supportive Design-Build Specifications, drawings or sketches, and Parking Schematics; demonstrated at the ABFDC meeting on **June 21, 2016**, must comply with the provisions and or conditions 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.

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.

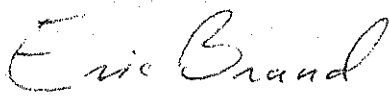

A representative for the Lessee or a designee of the Lessee must provide to the Governor's Commission on Disability proof of completion via photographs, invoices, etc. in **Exhibit A**, for the items listed above, and shall certify to the Governor's Commission on Disability that the conditions outlined herein and as set forth in any 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 and/or the Architectural Barrier Free Design Committee.

If Barrier Free access is deficient, it shall be provided by making certain renovations and/or alterations to the location, including all recommendations and/or conditions set forth by the State of New Hampshire's Architectural Barrier Free Design Committee, which is attached to and made part of the lease agreement.

This Letter of Opinion is based upon a review of all provided documentation regarding the location, 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.

This Letter of Opinion is based upon the Lessees/Tenants representation and the representation of Ms. Mary Belez of the Department of Administrative Services that the subject location is not open to the public but rather is employee space only.

Respectfully submitted and approved by the Architectural Barrier-Free Design Committee on this day of **Tuesday, June 21, 2016.**

Eric Brand, Acting Chairperson
Architectural Barrier Free Design Committee

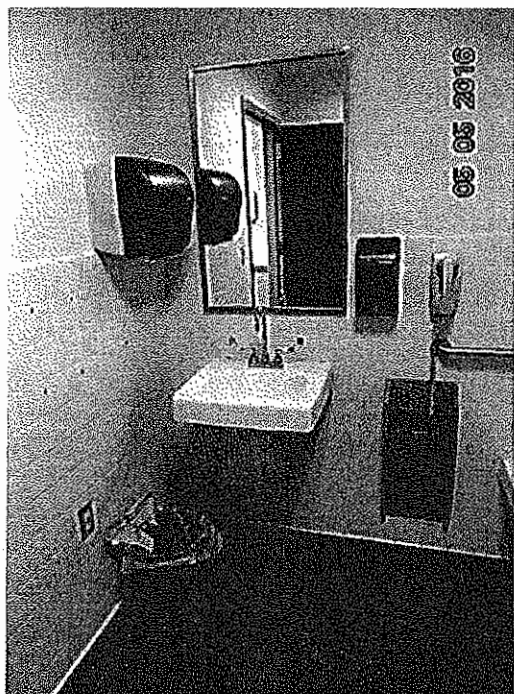
Cc:
Charles J. Saia, Esq., Executive Director
Governor's Commission on Disability

EXHIBIT A

1. "Remove obstructions (magazine rack, telephone and wood hutch) in the accessible bathroom in accordance with ANSI A117.1, Sections 604.3, 604.7 and Section 404.2.2." **CONDITION IS SATISFIED per JUNE 13, 2016 PHOTOS RECEIVED.**

2. "Provide tactile signs at the bathroom in accordance with ANSI A.117.1, Section 703.1, 703.2, 703.3, 703.4, 703.5, 703.6."

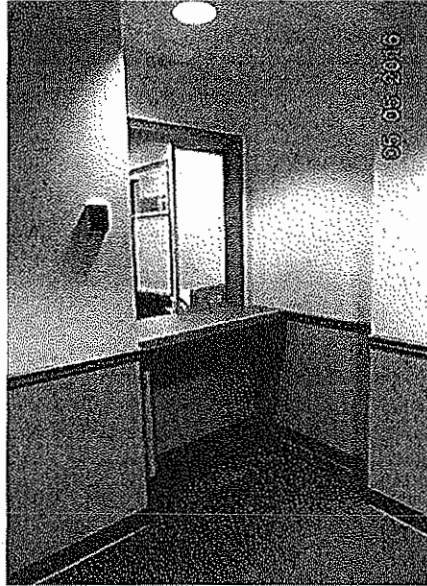
CONDITION TO BE SATISFIED, by November 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY. Lessor to complete.



3. "Reception desk and window must be lowered to a height compliant with ANSI A117.1, 308.2.1, and Section 308.2.2."

Per lessee, reception desk and window were lowered to 36.5", whereas 34" was required by the Committee. However, due to structural impracticability lessee represented that it is unable to lower below 36.5". Per 28 CFR Section 35.151 (a)(2).

CONDITION IS SATISFIED DUE TO STRUCTURAL IMPRACTICABILITY.



4. Medical Examiner's Office Entrance

- a. Entrance signage tactile characters are above maximum height (48" minimum to 60" maximum) from finished floor. Base of the tactile characters was measured to be 65.5" above the finished floor. 2010 ADASD 703.4.1

Signage will be lowered to a compliant height per 2010 ADA Standards for Design 703.

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

- b. Entrance door measured at 9 pounds of force to push and pull open which is non-compliant with 2010 ADA Standards for Design.

Adjust door force to be 5 pounds of force maximum per 2010 ADA Standards for Design 309.4.

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

5. Unisex Public Bathroom within Leased Space

- a. Dispensers are mounted at 51" from finished floor which is non-compliant with reach ranges specified in 2010 ADASD.

Lower dispensers to within reach range specified in 2010 ADA Standards for Design 308.1 through 308.3.2,

CONDITION IS SATISFIED per JUNE 13, 2016 PHOTOS RECEIVED

6. Kitchenette within Leased Space 212

- a. Dispensers are mounted at 51" from finished floor which is non-compliant with reach ranges specified in 2010 ADASD.

Lower dispensers to within reach range specified in 2010 ADA Standards for Design 308.1 through 308.3.2.

COMPLETED per JUNE 13, 2016 PHOTOS RECEIVED

- b. Trash can is located below wall mounted soap dispenser and is considered a protruding object into the accessible.

Relocate trash to a conforming location per 2010 ADA Standards for Design 307.2.

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

- c. Height of kitchenette counters is measured to be 36" whereas 34" is the maximum per 2010 ADA Standards for Accessible Design 806.2.5

Provide options for kitchen modifications that maximize usability and code conformance to the greatest extent possible.

CONDITION TO BE SATISFIED, BY November 1, 2016 WITH PLAN FOR COMPLETION IN THE FORM OF DOCUMENTATION, PLANS, and PHOTOGRAPHS SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

7. Waiting area within Leased Space

- a. Coat Rack is located behind chairs and is inaccessible.

Relocate or remove coat rack to a conforming location per 2010 ADA Standards for Design 307.2.

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

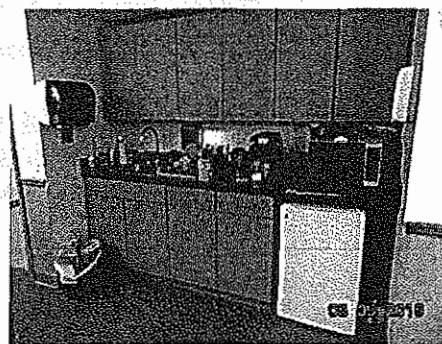
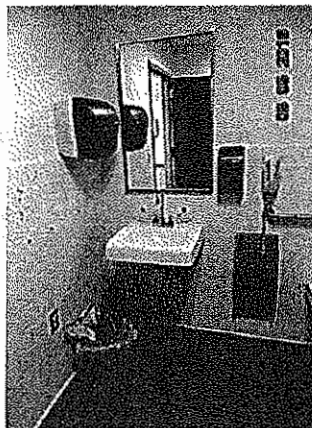
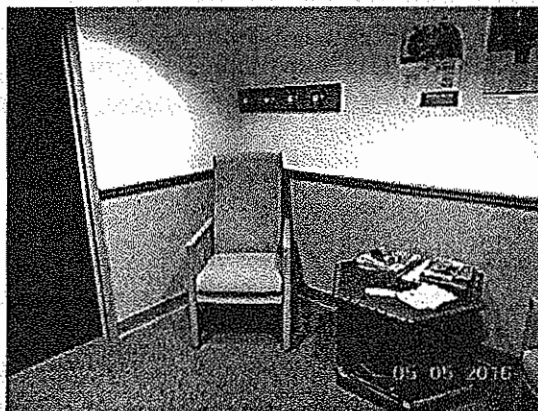
- b. Signage for available interpreters was not noted in Medical Examiner's office.

Installation of conforming signage per 2010 ADA Standards for Design 216.10.

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

EXHIBIT B

Photographs Taken on May 5, 2016
Medical Examiner's Office, Memorial Building, Concord Hospital
250 Pleasant Street, Concord NH 03301



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: July 14, 2016

SUBJECT: Surplus Land Review, SLR 16-004-Stewartstown

On May 12, 2016, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application:

Request from the Department of Resources and Economic Development to dispose of three small sections of nonessential railroad corridor in West Stewartstown in exchange for permanent recreation easements for OHRV and snowmobile use on properties owned by Rosaire Marque, one in Stewartstown and one in Stratford.

CORD members voted to **RECOMMEND APPROVAL** of SLR 16-004 as submitted, pending review by the Department of Cultural Resources.

cc: Chris, Gamache, NH Department of Resources and Economic Development
Bill Carpenter, NH Department of Resources and Economic Development
Amanda Merrill, Director, NH Office of Energy and Planning
Chair, Long Range Capital Planning and Utilization Committee