



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

VICKI V. QUIRAM
 Commissioner
 (603)-271-3201

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

June 15, 2015

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a new parking lease agreement with the City of Dover (# 177380) 288 Central Avenue, Dover, NH, for the **7th Circuit-Court-Dover**. The term of this Lease Agreement shall be effective upon Governor and Council approval and will terminate only if Provision #8 is exercised by the State. Upon approval, this new lease will replace the original Locust Street Parking Lot lease approved by Governor and Council on July 25, 2001. As per the previous agreement, funds will be required for the installation and maintenance of signage for parking spaces on the premises. At present, the cost for the two required signs is estimated at \$200. **100% Transfer Funds (transfer from AOC).**

Funding is available from account # 01-14-14-141510-20450000, Department of Administrative Services, Bureau of Court Facilities, contingent upon availability and continued appropriations, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>SFY16</u>
022-500200 Current Expense:	\$ 200

EXPLANATION

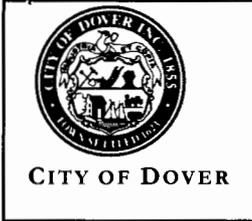
Approval of the enclosed parking lease agreement will provide modernized parking options for the 7th Circuit-Court-Dover and will better serve the current needs of the Court than the original lease agreement of 2001. This update is supported by both the City and the Judicial Branch as it offers access to dedicated parking spots on St. Thomas Street, as well as City-issued parking permits for the City's McConnell Center Parking Lot for Circuit Court employees and court patrons, while improving overall parking logistics and navigation to the courthouse. As per the original lease agreement, the new lease will require funds for the installation and maintenance of parking signs on the premises. It is anticipated that the State will need two signs at present with estimated installation costs of approximately \$200.

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

Respectfully Submitted,



Vicki V. Quiram
 Commissioner



288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

LEASE AGREEMENT

Lease made this 15th day of June, 2015 by and between the City of Dover, New Hampshire, 288 Central Avenue, Dover, New Hampshire 03820 (hereinafter referred to as "Lessor") and the State of New Hampshire, through its Department of Administrative Services, State House Annex, Room 420, 25 Capitol Street, Concord, New Hampshire 03301 (hereinafter referred to as "Lessee").

WITNESSETH

That the Lessor, for consideration, receipt of which is acknowledged, and upon the terms, conditions and provisions hereinafter set forth, and subject to the following reservations does hereby agree to lease the Lessee, its successors and assigns, the following described premises ("Premises") and to provide Lessee with certain parking permits, to wit:

1. **PURPOSE.** The purpose of this Lease is to provide the Lessee access to certain dedicated parking spots owned and/or controlled by the Lessor, as well as access to Lessor-issued parking permits for the Lessor's McConnell Center Parking Lot, all for the purpose of providing parking for the Lessee's 7th Circuit Court located at 25 St. Thomas Street, Dover, New Hampshire.
2. **PREMISES.** Seven (7) designated parking spaces on St. Thomas Street, Dover, New Hampshire adjacent to the northerly side of the Lessor-owned McConnell Center. See Exhibit 1, map of Premises, at Area "A."
3. **PARKING ENFORCEMENT.** The Lessor, unless said authority is revoked in writing by the Lessee, may post and enforce time limits for the parking of vehicles in the Premises and/or in the Lessee-controlled St. Thomas Street parking easement (see Exhibit 1, at Area "B"; see also Warranty Deed from City of Dover to State of New Hampshire recorded at the Strafford County Registry of Deeds at Book 2487, Page 0001) between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. The spaces in the Premises and the St. Thomas Street parking easement shall be designated as "Court Parking Only."
4. **PARKING PERMITS.** In addition to rights to the Premises as described herein, on an as needed basis the Lessor shall provide the Lessee with Lessor-issued parking permits for use by Lessee's Circuit Court employees allowing vehicles displaying said permits to park in the Lessor-owned McConnell Center Parking Lot between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. See Exhibit 1, at Area "C." Additionally, Lessor-issued

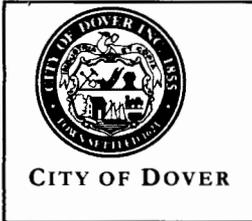


CITY OF DOVER

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DOVER, NH 03820
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parking permits shall enable Lessee's Circuit Court employees to park in the Lessee's time restricted Premises or St. Thomas Street parking easement beyond said time limitations, so long as said time limits are in effect and the Lessor has parking enforcement authority over those areas under Section 3 above.

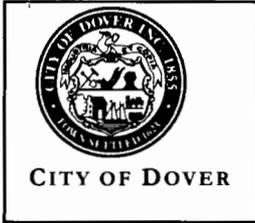
5. **COURT VISITATION PARKING.** In addition to the other rights conveyed herein, the Lessor-owned McConnell Center Parking Lot shall be available for parking to Circuit Court visitors pursuant to applicable time limits and shall be posted as such.
6. **TERM.** The term of this Lease shall be from the Effective Date as set forth in Section 11 to the earlier of (a) termination of the Lease in accordance with Section 8 or (b) the sale of the courthouse property by the State to a third party. The courthouse property is the property conveyed from the City of Dover to the State of New Hampshire by Warranty Deed dated July 2, 2001. The Lessor and the Lessee shall meet annually to review the Lessee's use of and need for the seven (7) parking spaces in the Premises. Should the Lessee no longer have the need for some or all of those spaces, the parties agree to work cooperatively to amend this Lease as appropriate.
7. **IMPROVEMENTS AND USAGE OF PREMISES.**
 - (A) Lessee shall be responsible for installation and maintenance of all signage in connection with the use of parking spaces on the Premises by the Lessee. The location of any signage on the Premises shall be subject to review and approval by the Lessor, which approval shall not be unreasonably withheld. Lessee shall not make alterations unless authorized.
 - (B) Lessor shall provide adequate lighting for the use of the Premises by the Lessee and the Lessee shall maintain the Premises and keep the Premises free and clear of any ice, snow or other obstruction.
 - (C) Unless otherwise agreed in writing by the parties, Lessee's usage of the Premises shall be limited to between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, during Court sessions. The parties agree and acknowledge that the Lessor reserves the right to use the Premises at all other times.
8. **TERMINATION CLAUSE.** Lessee agrees that should the Premises and Parking Permits no longer be utilized and/or needed by the Lessee to accommodate parking for the Circuit Court that the Lessee will promptly notify the Lessor in writing, and the Lease shall terminate within 30 days of the date of such notice unless otherwise agreed by the parties.
9. **INDEMNIFICATION.** Lessor agrees to defend, indemnify and hold harmless Lessee from and against any and all losses suffered by Lessee and any and all claims or liabilities



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asserted against Lessee by or on behalf of any person on account of or arising out of (or claimed to arise out of) the negligent acts or omissions of Lessor related to this Lease which are within the scope of the Lessor's liability insurance coverage. Nothing herein shall be deemed to constitute a waiver of sovereign immunity, which is reserved to the State. This covenant shall survive the termination of this Lease.

10. **INSURANCE.** Lessor agrees to maintain comprehensive general liability and premises liability insurance covering the leased property in an amount of not less than \$1,000,000.00 per occurrence.
11. **EFFECTIVE DATE.** This Lease shall take effect on the date above or the date of the Governor and Executive Council approval, whichever is later.
12. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties. All notices to be given pursuant to this Lease shall be addressed, if to the Lessee, the State of New Hampshire Department of Administrative Services, and if to the Lessor, to the City of Dover (attention City Manager).
13. **AMENDMENT.** This Lease may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.
14. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Lease shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
15. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties, and this Lease shall not be construed to confer any such benefits.
16. **TERMINATION OF 2001 LEASE RE: LOCUST STREET LOT.** By entering into this Lease, the parties expressly terminate their lease agreement, dated July 2, 2001, regarding the State of New Hampshire's Lease of the City's Locust Street Parking Lot.
17. **ENTIRE AGREEMENT.** This Lease, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding.



288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
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(signatures to follow)

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first written above.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

CITY OF DOVER, NEW HAMPSHIRE

Nick J. Duran
Duly Authorized

J. Michael Joyal, Jr.
J. Michael Joyal, Jr., City Manager

State of New Hampshire
Strafford, ss.

On 20 day of May, 2015, before the undersigned officer, personally appeared the above-named J. Michael Joyal, Jr., City Manager of the City of Dover, and acknowledges that he executed the foregoing document in the capacity indicated and for the purposes stated therein.

Colleen E. A. Besette
Notarial Officer

COLLEEN E. A. BESSETTE, Notary Public
My Commission Expires September 18, 2018

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

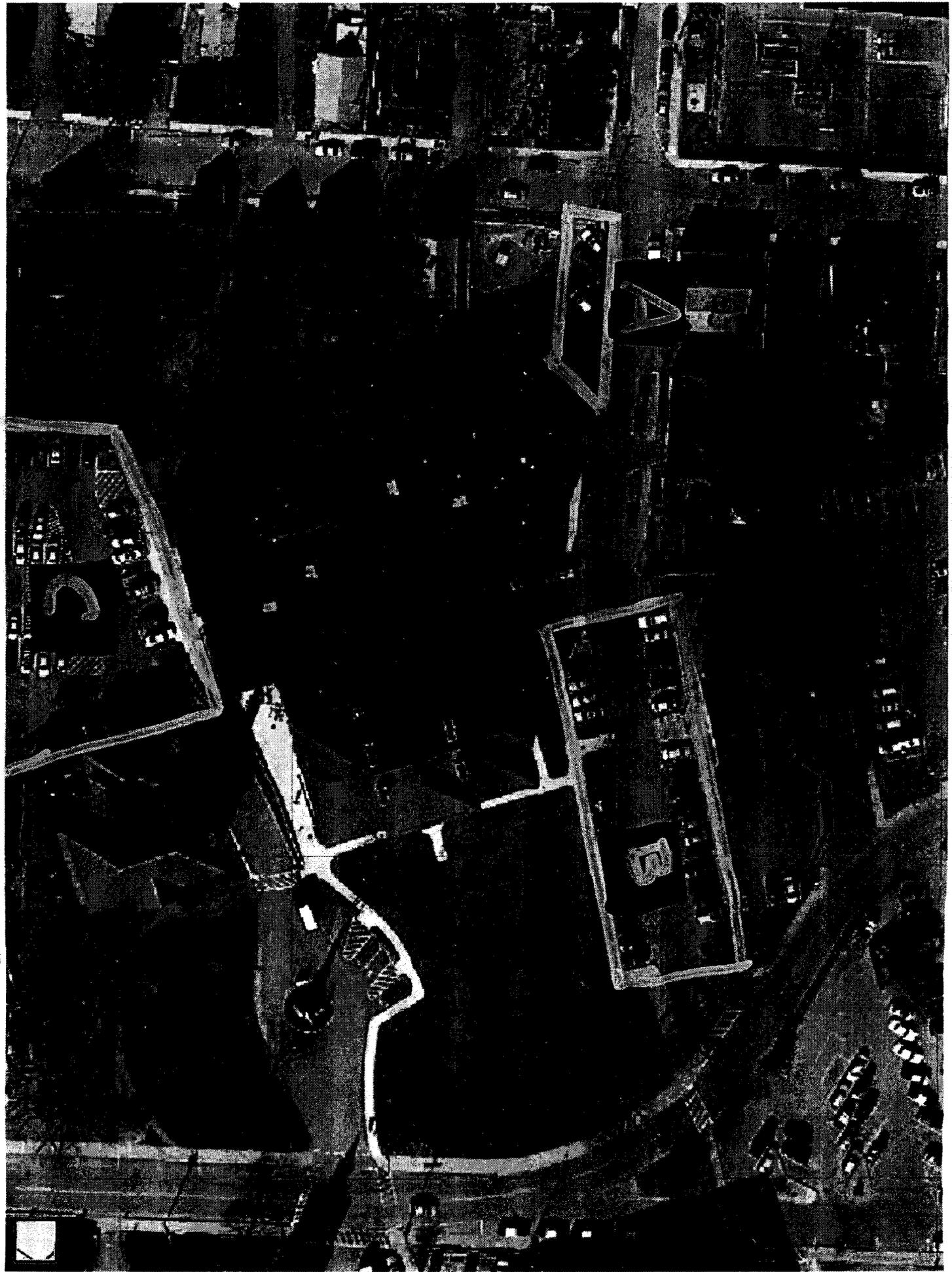
Approval Date: 7/8/15

Approving Attorney: *[Signature]*

Approved by the Governor and Executive Council:

Approval Date: _____

Agenda Item No.: _____



MAP A



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
 State House Annex • Room 120
 25 Capitol Street
 Concord, New Hampshire 03301

*Mac #13
 7/25/01
 38C*

DONALD S. HILL
 Commissioner
 (603) 271-3201

July 16, 2001

Her Excellency, Governor Jeanne Shaheen
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

The Department of Administrative Services requests authorization to enter into the attached lease agreement with the City of Dover for use of the Locust Street Parking Lot for employees and the public who utilize the new Dover District Court. The term of this lease agreement will be effective July 2, 2001 (date of signed agreement) until the termination of the lease in accordance with Section 4 of the lease agreement or the sale of the courthouse property by the State to a third party. Funds are available in Account 010-014-2045-020 for installation and maintenance of all signage concerning the use of parking spaces on the premises. No other costs will be incurred by the State.

EXPLANATION

The new Dover District Court scheduled for construction on the corner of St. Thomas and Walnut Streets in the City of Dover lacks adequate space for a parking area. Due to the scarcity of parking spaces within the City's limits, this agreement for the use of 40 parking spaces on the easterly side of Locust Street to accommodate parking for the District Court is definitely in the best interest of the State. The property which the District Court is scheduled to be built on is the property conveyed from the City of Dover to the State for this purpose.

This lease shall take effect on the date of Governor and Council approval.

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

Respectfully submitted,

Donald S. Hill
 Commissioner

DSH:GS:gs

Attachment

LEASE AGREEMENT

Lease made this Second day of July, 2001 by and between the City of Dover, NH, 288 Central Avenue, Dover, NH, 03820 hereinafter referred to as "Lessor" and the State of New Hampshire, through its Department of Administrative Services, State House Annex, Room 420, 25 Capitol Street, Concord, NH 03301 hereinafter referred to as "Lessee."

WITNESSETH

That the Lessor, for consideration, receipt of which is acknowledged, and upon the terms, conditions and provisions hereinafter set forth, and subject to the following reservations does hereby agree to lease the Lessee, its successors and assigns, the following described premises ("premises") to wit:

1. **PREMISES.** Forty (40) parking spaces, more or less, on the easterly side of Locust Street (known as the Locust Street Lot) identified as Dover Assessor's Tax Map 2, Lot 2 and 3. 20 -
2. **TERM.** The term of this Lease shall be from the effective date to the earlier of (a) termination of the Lease in accordance with Section 4 or (b) the sale of the courthouse property by the State to a third party. The courthouse property is the property conveyed from the City of Dover to the State of New Hampshire by Warranty Deed dated July 2, 2001.
3. **IMPROVEMENTS AND USAGE OF PREMISES.**
 - (A) Lessee shall be responsible for installation and maintenance of all signage in connection with the use of parking spaces on the premises by the Lessee. The location of any signage on the premises shall be subject to review and approval by the Lessor, which approval shall not be unreasonably withheld. Lessee shall not make alteration unless authorized.
 - (B) Lessor shall provide adequate lighting for the use of the premises by the Lessee and shall maintain the premises and keep the premises free and clear of any ice, snow or other obstruction.
 - (C) Unless otherwise agreed in writing by the parties, Lessee's usage of the premises shall be limited to between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, during Court sessions. The parties agree and acknowledge that the Lessor reserves the right to use the premises at all other times.
4. **TERMINATION CLAUSE.** Lessee agrees that should the parking lot (known as the Locust Street Lot) no longer be utilized by the Lessee, to accommodate parking for the District Court, that the Lessee will promptly notify the Lessor, and the Lease shall terminate within 30 days of the date of such notice, unless otherwise agreed by the parties.
5. **INDEMNIFICATION.** Lessor agrees to defend, indemnify and hold harmless Lessee from and against any and all losses suffered by Lessee and any and all claims or liabilities asserted against Lessee by or on behalf of any person on account of or arising out of (or claimed to arise out of) the acts or omissions of Lessor. Nothing herein shall be deemed to constitute a waiver of sovereign immunity, which is reserved to the State. This covenant shall survive the termination of this Lease.
6. **INSURANCE.** Lessor agrees to maintain comprehensive general liability and premises liability insurance covering the leased property in an amount of not less than \$2,000,000.00 per occurrence.
7. **EFFECTIVE DATE.** This Lease shall take effect on the date above or the date of the Governor and Executive Council approval whichever is later.

TO: Rosemary Fardre
 Dept of Admin Svcs.
 HP FAX
 FROM: _____ DATE: _____
 CO: _____
 FAX: 271 6600

- 8. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, to a United States Post Office addressed to the parties. All notices to be given pursuant to this License shall be addressed, if to the State of New Hampshire, Department of Administrative Services, and if to the Lessor to the City of Dover.
- 9. **AMENDMENT.** This Lease may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.
- 10. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Lease shall be construed in accordance with the Laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
- 11. **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.
- 12. **ENTIRE AGREEMENT.** This Lease, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first written above.

CITY OF DOVER, NEW HAMPSHIRE

Rudith Laouette
Witness

Paul G. Beecher
Paul G. Beecher, City Manager

STATE OF NEW HAMPSHIRE
DEPT. OF ADMINISTRATIVE SERVICES

Roman J. Gaudin
Witness

Donald S. Hill
Donald S. Hill, Commissioner

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

Approval Date: 7-19-01

Approving Attorney: Sylvia Lehoucq

Lease is conditionally approved upon receiving original executed lease for
Approval by the Governor and Executive Council: re-execution by AG's office

Approval Date: _____ Agenda Item No. _____