



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



15 sq. m

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
August 23, 2017

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, Authorize the Department of Transportation to Retroactively lease a 2,760 square foot parcel of State owned land located at the southerly corner of Indian Brook Drive and Central Avenue in the City of Dover to Centerco Dover LLC for a four (4) year, one (1) month period commencing October 1, 2017 through October 31, 2021 at a value of two thousand one hundred (\$2,100.00) dollars per year with a renewal clause for an additional five (5) years at the then current market value. In addition, the Department will assess a one thousand one hundred (\$1,100.00) dollar Administrative Fee, effective upon Governor and Executive Council approval.

Lease income will be credited as follows:

04-096-096-960015-0000-UUU-402156 FY 2018
Administrative Fee \$1,100.00

Table with 7 columns: ID, FY 2018, FY 2019, FY 2020, FY 2021, FY 2022, TOTAL. Row 1: 04-096-096-960017-0000-UUU-402156, \$1,575.00, \$2,100.00, \$2,100.00, \$2,100.00, \$525.00, \$8,400.00

EXPLANATION

This item is Retroactive because of delays in preparing paperwork. The Department of Transportation wishes to lease a 2,760 square foot parcel of State owned land to Centerco Dover LLC which is located at the southerly corner of Indian Brook Drive and Central Avenue, in the City of Dover New Hampshire.

On February 17, 2016, the Long Range Capital Planning and Utilization Committee originally approved the Department's request to lease this parcel with Prime Circle, LLC (the former owner of the adjacent property) and enter into a 5 year lease agreement at \$2,100 per year with a renewal clause for an additional 5 years year of the then established fair market value.

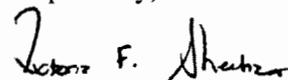
The Governor and Executive Council approved the original lease for this area on October 26, 2016, (copy of Item # 31 attached) allowing the leasing of this area to Prime Circle LLC for a period of 5 years beginning November 1, 2016. Prime Circle LLC has since sold their abutting property to Centerco Dover LLC. Centerco Dover LLC has contacted the Department requesting to have the opportunity to continue leasing this area. Centerco Dover LLC will use this area for the same function as their predecessor, which is to incorporate it into their adjoining parking lot for parking and traffic flow for the strip- mall located on their property.

The leasing of this parcel has been reviewed by the Department and it has been determined that this parcel is surplus to our operational needs and interest for the purpose of leasing.

Approval of the leasing of this property by the Council of Resources and Development is no longer necessary per RSA 4:39-c whereas the parcel to be leased was purchased with Turnpike funds. In accordance with RSA 4:39-c, the City of Dover has been offered this property at the approved lease value and responded to the Department that they are not interested in leasing this property.

Authorization is respectfully requested to lease this property to Centerco Dover LLC as outlined above.

Respectfully,



Victoria F. Sheehan
Commissioner

Attachments

VFS/LMW/kjk

DOVER

COMMERCIAL LEASE

Between

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
“LANDLORD”**

AND

**Centerco Dover, LLC
“LESSEE”**

For property located at

**Indian Brook Drive and Central Avenue (NH Route 108)
Weeks Crossing**

From October 1, 2017, to October 31, 2021

This Lease Agreement, made between **The State of New Hampshire, Department of Transportation**, hereinafter called the "**Landlord**", and **Centrco Dover LLC**, having its principal office at 222 West Hills Road, New Cannan, Connecticut 06840 hereinafter called the "**Lessee**".

WHEREAS, the Landlord is the owner of the hereinafter described property, which is not immediately required by the Landlord in connection with construction of a proposed highway project which abuts or may affect the property, and has been requested by the Lessee to lease the property, on an "as is" basis.

WHEREAS, the Landlord is willing to comply with said request, provided that the Lessee, as a condition to the occupancy of said Premises, joins in the execution of this Lease Agreement for the purpose of accepting each and every condition herein set forth during the occupancy of said Premises by the Lessee.

NOW, THEREFORE, THIS LEASE AGREEMENT WITNESSETH THAT:

1. DEMISE OF THE PREMISES

1.01 For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the Lessee of each and every term and condition herein set forth, the Landlord hereby leases and demises to the Lessee the Premises located at:

Address: The southerly corner of Indian Brook Drive and Central Avenue (NH Route 108) at Weeks Crossing in Dover, NH.

The Premises consists of approximately 2,760 square feet of vacant land located on the southern corner of Indian Brook Drive and Central Avenue at Weeks Crossing in Dover, New Hampshire as more particularly described on Attachment "A" incorporated herein. The parties acknowledge that the Lessee proposes improvements to the Premises in the form of a paved parking area.

2. TERM

2.01 The term of this Lease shall begin on the **1st day of October 2017** and shall end on the **31th day of October 2021**, unless terminated sooner in accordance with the provision of this Lease.

2.02 The Tenant shall notify the Landlord within one (1) year of the ending date of July 31, 2021, that the tenant wishes to enter renegotiations for a new Lease for an additional five (5) year period beginning August 1, 2021. If the tenant and the Landlord cannot agree upon a new Lease by April 1, 2021, the tenant shall surrender to the Landlord the property in accordance with Section 19.01

Initials RL

3. RENT

3.01 Rent shall be payment of **two thousand one hundred dollars (\$2,100.00)** yearly. Rent shall be payable in advance, due upon the first day of the lease term made payable to "**TREASURER, STATE OF NH**" and mailed to the following address: **New Hampshire Department of Transportation, John O Morton Building, 7 Hazen Drive, PO Box 483, Concord NH 03302-0483 Attn: Bureau of Finance and Contracts.**

3.02 All real or personal property taxes assessed by the City of Dover (if any) as a result of this Lease will not be included in the rent and will be paid by the Tenant. Failure of the Tenant to pay any assessed real of personal taxes when due will be cause to terminate this lease

3.03 The Lessee shall pay as additional rent any and all costs incurred by the landlord and not otherwise included herein that may result from the Lessee's use of the Premises.

4. QUIET ENJOYMENT

4.01 The Landlord covenants and agrees that so long as the Lessee is not in default of any of the covenants and agreements of this Lease, the Lessee's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord or any person claiming by or through the Landlord.

5. USE OF PREMISES

5.01 The Lessee shall use the leased Premises only for the purpose of **additional paved parking**, which abuts State owned property. No access from the leased Premises to Indian Brook Drive and Central Avenue will be allowed. Neither the Premises nor any part thereof shall be used at any time during the term of this Lease by the Lessee for the purpose of carrying on any other business, profession or trade of any kind. The Lessee shall comply with all laws, ordinances, rules and order of appropriate governmental authorities affecting the safety, cleanliness, occupancy, operation, and preservation of the demised Premises during the term of this lease. Lessee shall not use the Premises in any manner that constitutes to a civil nuisance.

5.02 No Lessee, visitor, or invitee of Lessee may park any motorized vehicle on the Lease area or any other area, which is not designated specifically for parking. No unregistered motorized vehicles shall be stored upon the Premises.

6. COMPLIANCE WITH LAWS

6.01 The Lessee acknowledges that no trade or occupations shall be conducted on the leased Premises or use made thereof which will be unlawful, improper, noisy, or offensive or contrary to any law or municipal by-law or ordinance in force in the City of Dover.

Initials *QD*

6.02 Prior to entering into a lease agreement, the Lessee shall procure all Federal, State and locally required permits, licenses, easements and any other documentation necessary for the alterations and improvements of the leased Premises as described in Section 1.

7. MAINTENANCE OF PREMISES

7.01 Lessee shall be responsible for all maintenance and repair costs resulting from the alterations and improvements necessary for the additional parking area. The Landlord shall not incur any maintenance or repair costs as a result of this Lease Agreement.

7.02 The Lessee shall be responsible for any damage caused during this tenancy. Lessee shall return the Premises to the Landlord in as good order, condition and repair as when received, ordinary wear and tear accepted. Lessee shall be responsible for all construction and repair costs resulting from their additional paved parking area, but may leave the improvement and related parking improvements in place at the end of its tenancy. The Landlord shall not be liable to pay Lessee for the value of any improvements remaining in place at the end of the tenancy.

7.03 The Lease acknowledges that several utilities are located inside the Limited Access Right of Way (LAROW) of Indian Brook Drive and Central Avenue in or near the location of the lease area. The Lessee further acknowledges that should the City of Dover need to repair or modify the existing utilities within the LAROW that the City of Dover nor the State of New Hampshire are liable for any inconvenience to the Lessee parking lot or for the cost of any repairs which results from the need to access the utilities. (See Attachment "B" letter Parker to Schmidt dated March 9, 2016)

8. DAMAGE TO PREMISES

8.01 If the Premises are damaged so as to render them unusable, then either party shall have the right to terminate this Lease as of the date on which the damage occurs, through written notice to the other party, to be delivered within ten (10) days after the occurrence of such damage. However, should the damage or destruction occur as a result of any act or omission on the part of the Lessee or its invitees, then only the State shall have the right to terminate this Lease. Should the right to terminate be exercised, the rent for the current month shall be prorated between the parties as of the date the damage occurred.

8.02 The Lessee shall be responsible for any damage caused during their tenancy.

9. ALTERATIONS AND IMPROVEMENTS

9.01 The Lessee shall make no alterations to the Premises beyond the agreed upon parking area, construct any building, or make any other improvements on the Premises without the prior written consent of the Landlord.

Initials ds

9.02 **The Lessee shall be responsible for all costs associated with the alterations and improvements necessary for the additional paved parking area.** The Lessee shall submit a construction schedule and shall not start construction without written authorization from the Landlord. The execution of this Lease Agreement will constitute authorization to obtain necessary permits and approvals.

10. ENTRY AND INSPECTION

10.01 The Landlord retains the right to enter the Premises in the case of an emergency, or to make necessary repair, alterations, improvements, or to supply necessary or agreed services, or to exhibit the Premises to prospective purchasers or Lessee's, workmen, contractors, or others, or when the Lessee has abandoned or surrendered the Premises, or whenever necessary to determine the condition of the Premises. Whenever practical the Landlord shall provide the Lessee with 24 hours notice prior to entry. The Landlord or its agent shall inspect the Premises a minimum of two (2) times in each calendar year. Any indication of lease violations shall be grounds for immediate eviction action

11. ASSIGNMENT AND SUBLETTING

11.01 The Lessee shall not assign this Lease, or sublet or grant any concession or license to use the Premises or any part thereof. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall, at the Landlord's option terminate this lease. The Lessee shall be permitted to continue utilizing the paved parking area until the termination of this lease.

12. UTILITIES

12.01 The Lessee shall be responsible for arranging for and paying for all utility services required on the Premises.

13. DANGEROUS MATERIALS

13.01 The Lessee shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous.

14. INSURANCE

14.01 The State of New Hampshire Department of Transportation shall be named as an additional insured on all insurance purchased pursuant to this Lease. The Lessee shall provide to the Landlord a certificate of insurance demonstrating that the required coverage has been obtained before taking possession of the Premises.

14.02 The Lessee shall furnish to the Landlord a certificate of insurance at a minimum Comprehensive General Liability coverage: \$250,000.00 per person, \$1,000,000.00 per incident or unless insurance of a different type and in higher amounts is customary.

Initials AD

15. HOLDOVER BY LESSEE

15.01 No holdover by Lessee will be permitted. The Landlord and Lessee must execute a new lease upon expiration of an existing lease in order for a Lessee to remain in possession of the Premises.

16. DEFAULT

16.01 The Landlord shall exercise reasonable discretion in determining what shall constitute a violation of the provisions of the Lease, or the failure of the Lessee to otherwise abide by any of the covenants herein contained, and may order a discontinuance of the practices, or the performance of any of the work related to such default by giving the Lessee ten (10) days notice in writing. Failure of the Lessee to comply with the notice shall automatically give the Landlord the right to terminate this Lease Agreement, evict the Lessee and take full and complete possession of the Premises.

17. TERMINATION OF LEASE FOR CAUSE

17.01 In the event that the Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice, thereof, or if the Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days of written notice by the Landlord to the Lessee specifying such default and requiring it to be remedied then, and in such an event, Landlord may serve a written notice of termination of this Lease upon the Lessee and this Lease and the Term hereunder shall terminate and upon such termination Landlord may immediately or at any time thereafter, without demand or notice enter into or upon the Premises and repossess the same.

17.02 If it becomes necessary for the Landlord to institute suit for eviction or damages on account of rental arrears or violation of the terms of this lease, the Landlord shall be entitled to include in such suit for eviction or damages, a claim for attorney's fees and court costs incident thereto, which fees the Lessee hereby covenants and agrees to pay.

18. TERMINATION FOR CONVENIENCE

18.01 The Landlord may terminate the Lease at any time by giving **thirty (30) days** notice thereof in writing, and may take full and complete possession of the Premises hereby leased, at the end of said **thirty (30) day** period with no further liability of any nature whatsoever to the Lessee for so doing. Should the Landlord terminate this Lease Agreement by giving **thirty (30) days** notice during any period for which a full month's rent has already been paid, the Landlord will reimburse the Lessee for the pro-rata proportion of the remaining number of days for which rent has been paid in advance but during which the Lessee no longer occupy the Premises.

18.02 The Lessee may terminate this Lease Agreement at any time by giving at least thirty (30) days notice in writing, specifying in said notice the day (and the time of

Initials BD

day) on which possession of the Premises will be surrendered. The Lessee shall not vacate or leave the Premises unattended on the day of surrender until the Landlord's representative shall have sufficient time to check the premises prior to taking formal possession thereof. In the event that the Lessee shall terminate this Lease Agreement in accordance with the above provisions, payment of rent shall cease at the end of the said thirty (30) day period, or at the end of the day on which possession shall be surrendered, whichever shall last occur.

19. SURRENDER OF THE PREMISES

19.01 In the event that the Term or any extension thereof shall have expired or terminated, the Lessee shall peacefully quit and surrender to Landlord the Premises together with all improvements, alterations, or additions made by Lessee which cannot be removed without damaging the Premises. Lessee shall remove all personal property and shall repair any damage caused by such removal. Lessee's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.

20. INDEMNIFICATION AND RELEASE FROM LIABILITY

20.01 The Lessee shall defend, indemnify, and hold harmless the State, its officers, agents and employees, from and against any and all losses suffered by the State, its officers, agents and employees, and any and all claims, liabilities or penalties asserted against the State, its officers, agents and employees, by or on behalf of any person on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Lessee or from the use or maintenance of the above described premises. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement. The Lessee further releases the Landlord, its agents and employees, from any and all claims or demands for damages or injuries of any nature whatsoever attributable to the taking, use and occupancy of any portion of the Premises caused by the construction and maintenance by the State of New Hampshire of any proposed highway and/or bridge project which abuts (or will abut) or may affect in any way the property herein leased.

21. DISCRIMINATION PROHIBITED

21.01 The Lessee hereby covenants and agrees that no person on the grounds of race, color, national origin, sex or sexual orientation, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination of the use of the Premises and that in the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, or sexual orientation, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and that the Lessee shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Initials CD

21.02 The Lessee for themselves, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event that facilities are constructed, maintained, or otherwise operated on the said Premises described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

21.03 In the event of breach of any of the above nondiscrimination covenants, the Landlord shall have the right to terminate the Lease and to re-enter and repossess said Premises thereon, and hold the same as if said Lease had never been issued.

22. MISCELLANEOUS

22.01 Landlord's Agents All rights and obligations of Landlord under this Lease may be performed or exercised by such agents as Landlord may select.

22.02 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 registered or certified mail, postdate prepaid, in a United States Post Office.

22.03 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, 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 their respective successors and assigns, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and Lessee.

22.04 No Waiver of 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 of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.

22.05 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 term shall not be affected thereby.

22.06 Entire Agreement This Lease embodied the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

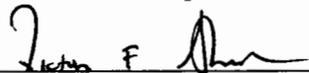
Initials 

22.07 No Waiver of Sovereign Immunity No provision in this Lease is intended to be nor shall be interpreted by either party to be a waiver of the State's sovereign immunity.

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

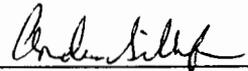
LANDLORD:
State of New Hampshire
Department of Transportation

Date: 9-12-17

By: 
Victoria F. Sheehan, Commissioner

LESSEE:
Centerco Dover LLC
222 West Hills Road,
New Cannan, Connecticut
By: Dover Investor LLC, its sole member

Date: 9-10-17

By: Name: 

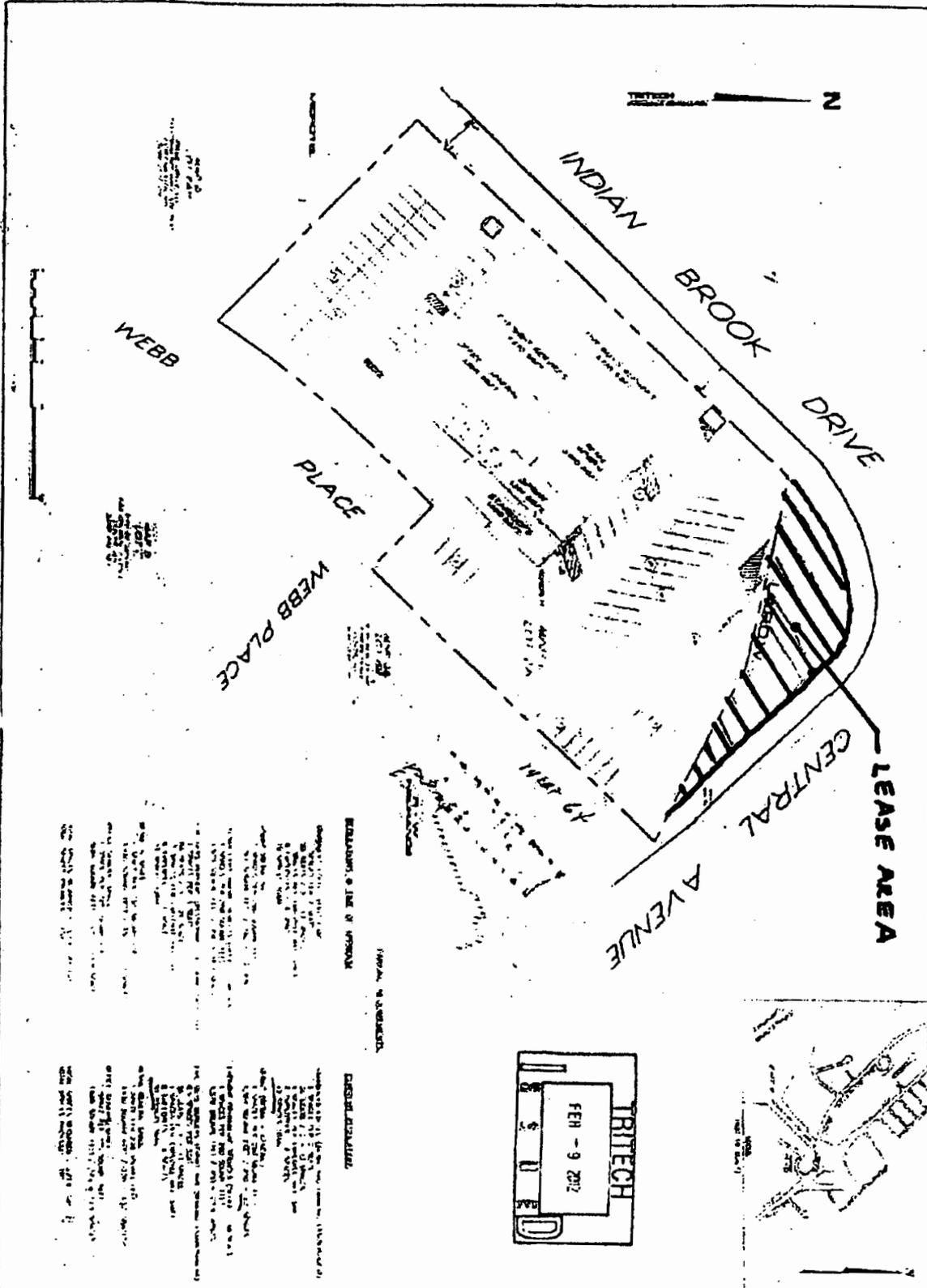
Print Name: Andrew Silberfein

Title: Manager

Approved by Attorney General this 4th day of October 2017, as to form and execution.

By: 
Assistant Attorney General

Initials 



SHEET NO. PK-10	PARKING CALCULATION PLAN CENTRAL AVENUE & INDIAN BROOK DRIVE DOVER, NEW HAMPSHIRE PRELIMINARY 3 FOR JOB NO. 007 SCALE: 1" = 30'	TRITECH ENGINEERING CORPORATION 15000 ROUTE 108 DOVER, NH 03820 TEL: 603-751-1100 FAX: 603-751-1101
---------------------------	---	--

ATTACHMENT "A"

CHRISTOPHER G. PARKER, AICP
Assistant City Manager
Planning & Strategic Initiatives
c.parker@dover.nh.gov



288 Central Avenue
Dover, New Hampshire 03820-4169
(603) 516-6008
Fax: (603) 516-6049
www.dover.nh.gov

City of Dover, New Hampshire

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

March 9, 2016

Charles R. Schmidt, PE
Administrator
Bureau of Right of Way
JO Morton Building - Rm 100
7 Hazen Dr, PO Box 483
Concord, NH 03302-0483

Re: Leasing of State Owned Land in Dover
Dover LS 1824(1), P-2692, Parcel 1306

Dear Administrator Schmidt,

This letter is a follow up to my conversation with Cindy Poole of your office relative to the letter you sent Dover City Manager Michael Joyal, on February 26, 2016. The City supports the concept of a lease between the State of New Hampshire and Prime Circle, LLC. In reviewing the material submitted with your letter, the City does note that it has the following utilities within the Limited access Right of Way (LROW):

- A 12 inch water main running from New Rochester Road to Central Avenue
- A 10 inch sanitary sewer main running from Old Rochester Road to Central Avenue
- 2 catch basins with connecting storm water sewer lines

With regards to the future use of the land, I understand that Prime Circle wishes to expand its parking lot. This will require a site plan approval from the City of Dover. As part of that site plan approval, the City will recommend the Planning Board require a license agreement be approved by the City Council stating that should the City need to repair or modify the existing utilities within the LROW that the City nor the State are liable for any inconvenience to the parking lot or any repairs which result from the need to access the utilities.

I am happy to speak further about this with yourself, Phil Miles or Cindy. Should you have any questions, please feel free to contact me.

Sincerely,



Christopher G. Parker, AICP
Assistant City Manager

CC (via email): Ari Pollack, Gallagher, Callahan & Gartrell, PC

Attachment "B"

CONSENT OF SOLE MEMBER OF CENTERCO DOVER LLC

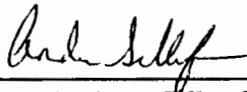
The undersigned, being the Sole Member of **CENTERCO DOVER LLC**, a Delaware limited liability company (the "**Company**") does hereby:

1. Authorize the Company to enter into a lease with the State of New Hampshire with respect to the premises consisting of approximately 2,760 square feet of vacant land located on the southern corner of Indian Brook Drive and Central Avenue at Weeks Crossing in Dover, New Hampshire as more particularly set forth in the lease annexed hereto as Exhibit A.
2. Authorize the Company, acting through Dover Investor LLC ("**Dover**") to execute and deliver the lease on its behalf.
3. This Consent may be executed and transmitted by facsimile or electronic transmission which shall be effective for all purposes.

Signatures appear on the following page

21 **IN WITNESS WHEREOF**, the undersigned executed and affixed their hands as of the day of June, 2017.

DOVER INVESTOR LLC, sole member

By: 
Name: Andrew Silberfein
Title: Manager

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: Rampart Brokerage Corp. 1983 Marcus Avenue, Suite C130 Lake Success, NY 11042 516 538-7000. CONTACT NAME: Rampart Brokerage Corp. PHONE (A/C, No, Ext): 516 538-7000 FAX (A/C, No): 15163903555. INSURER(S) AFFORDING COVERAGE: INSURER A: Twin City Fire Ins Co NAIC #: 29459.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate holder is included as additional insured as required by executed written contract.

CERTIFICATE HOLDER: New Hampshire Department of Transportation, PO Box 483 7 Hazen Drive Concord, NH 03302. 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: [Signature]

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 CENTERCO DOVER LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on May 30, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 771464



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of July A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Right of Way
September 27, 2016

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

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, authorize the Department of Transportation to lease a 2,760 square foot parcel of State owned land located at the southerly corner of Indian Brook Drive and Central Avenue in the City of Dover to Prime Circle, LLC for a five (5) year period commencing November 1, 2016 through October 31, 2021 at a value of two thousand one hundred dollars (\$2,100.00) per year with a renewal clause for an additional five (5) years at the then current market value. In addition, the Department will assess a one thousand one hundred dollars (\$1,100.00) Administrative Fee, effective upon Governor and Executive Council approval.

Lease income will be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2017</u>					
Administrative Fee	\$1,100					
04-096-096-960017-0000-UUU-409279	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>TOTAL</u>
Sale of Parcel	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$10,500

EXPLANATION

The Department of Transportation wishes to lease a 2,760 square foot parcel of State owned land located at the southerly corner of Indian Brook Drive and Central Avenue in the City of Dover.

Prime Circle LLC is interested in leasing this area to incorporate it into their adjoining parking lot for parking and traffic flow for the strip mall located on their property.

The parcel, acquired by the Department in 1954 is a portion of the LAROW acquired in connection with the construction of the Weeks Circle. In the 1990's, the Weeks Circle was reconfigured into its current alignment.

The leasing of this parcel has been reviewed by the Department and it has been determined that this parcel is surplus to our operational needs and interest for the purpose of leasing.

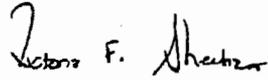
Approval of the leasing of this property by the Council of Resources and Development is no longer necessary per RSA 4:39-c whereas the parcel to be sold was purchased with Turnpike funds.

On February 16, 2016, the Long Range Capital Planning and Utilization Committee approved the Department's request to lease this parcel with Prime Circle, LLC and enter into a 5 year lease agreement at \$2,100 per year with a renewal clause for an additional 5 years year of the then established fair market value. In addition, the Department will assess an Administrative Fee of \$1,100.00.

In accordance with RSA 4:39-c, the City of Dover has been offered to lease this property at the approved lease value and responded to the Department that they are not interested in leasing the property.

Authorization is respectfully requested to lease this property as outlined above.

Respectfully,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

VFS/PJM/jl



LRCP 16-003

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

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

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

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2783

February 17, 2016

Charles R. Schmidt, P.E., Administrator
Department of Transportation
Bureau of Right-of-Way
John O. Morton Building
Concord, New Hampshire 03301

Dear Mr. Schmidt,

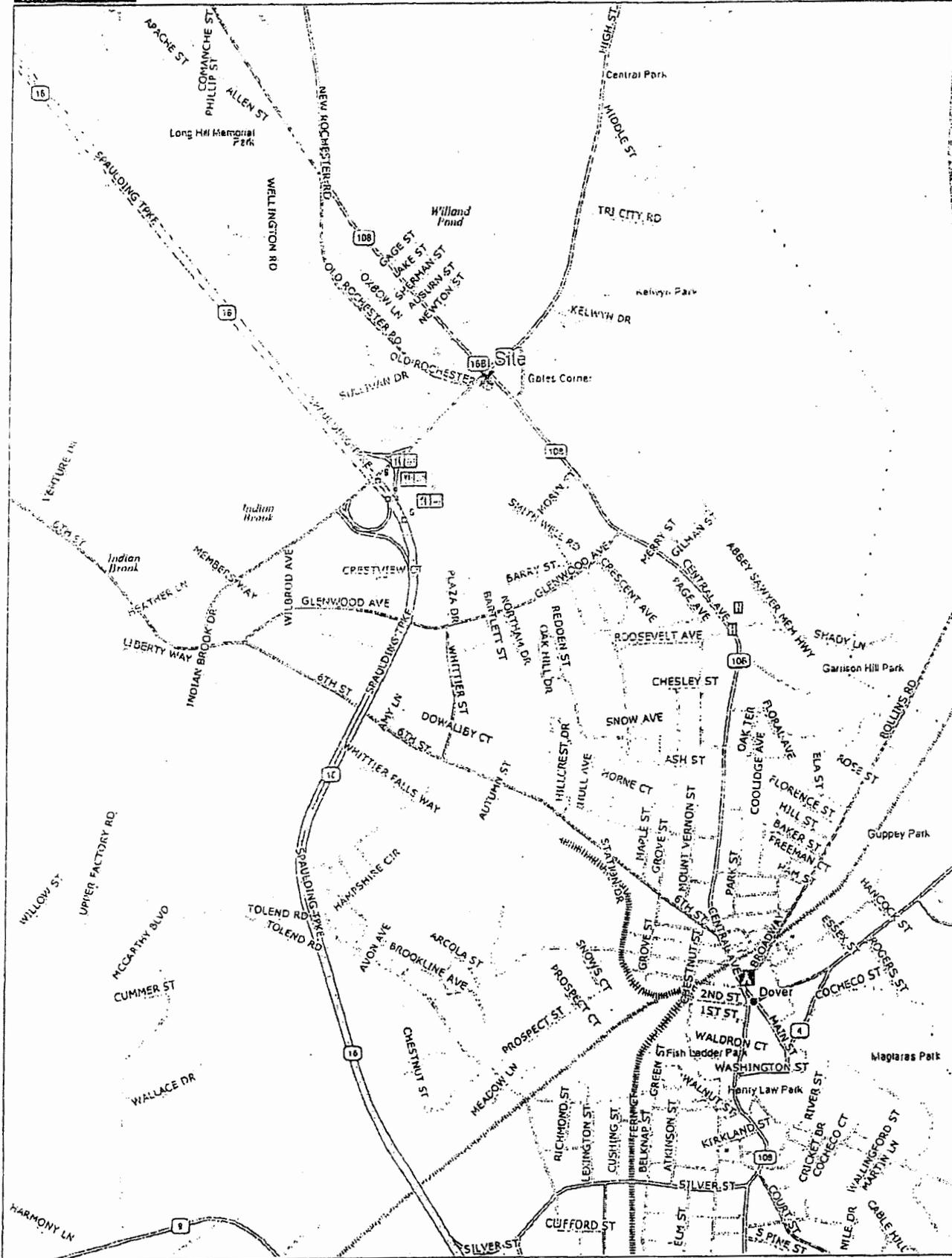
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on February 16, 2016, approved the request of the Department of Transportation, Bureau of Right-of-Way, to lease a 2,760 square foot parcel of State owned land located at the corner of Indian Brook Drive and Central Avenue in the City of Dover to Prime Circle, LLC for five (5) years at \$2,100 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 January 26, 2016.

Sincerely,

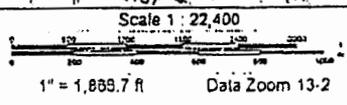
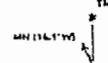
A handwritten signature in black ink, appearing to read "Michael W. Kane".

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment

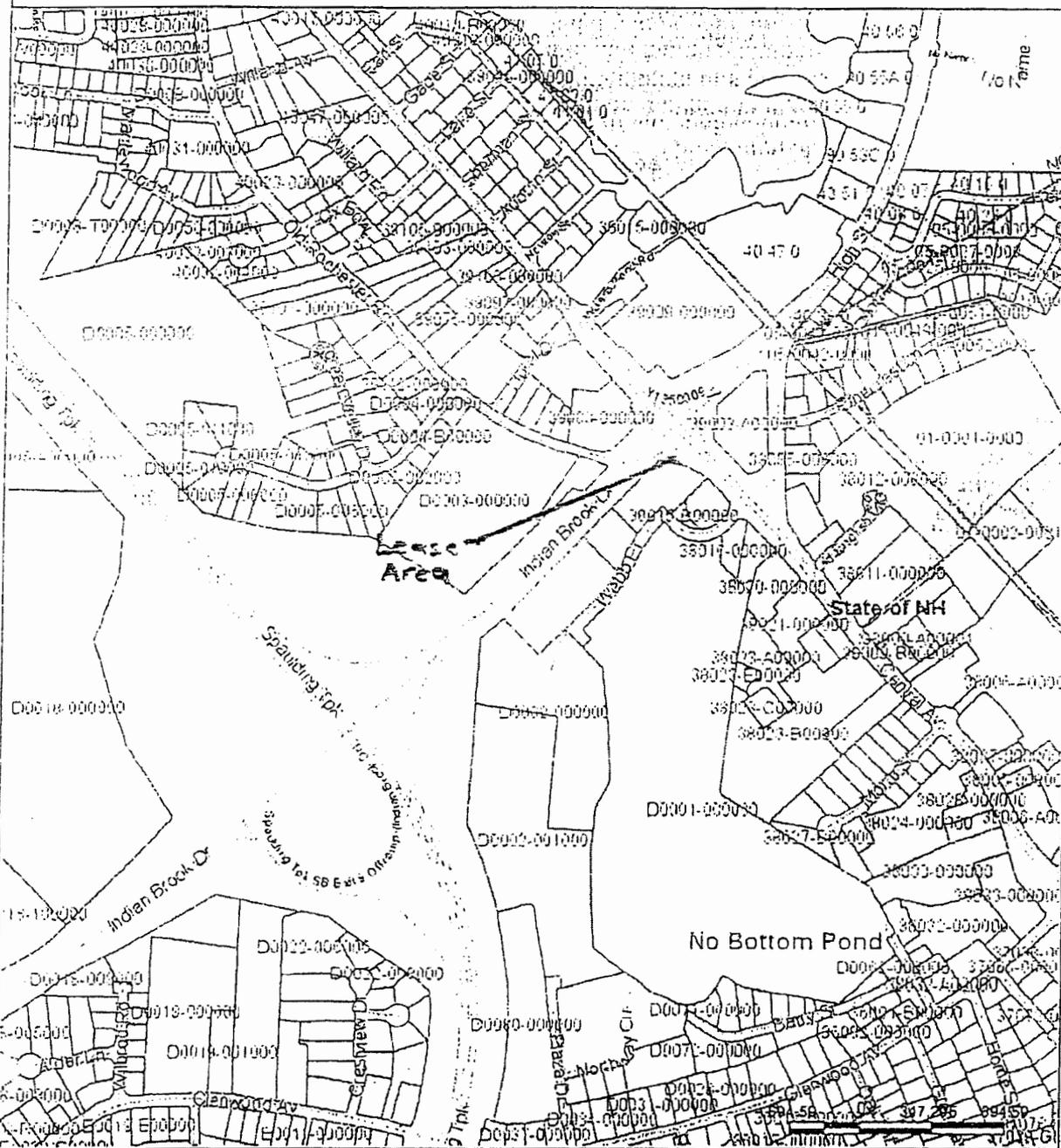


Data use subject to license.
 © DeLorme, DeLorme Street Atlas USA © 2015.
 www.delorme.com

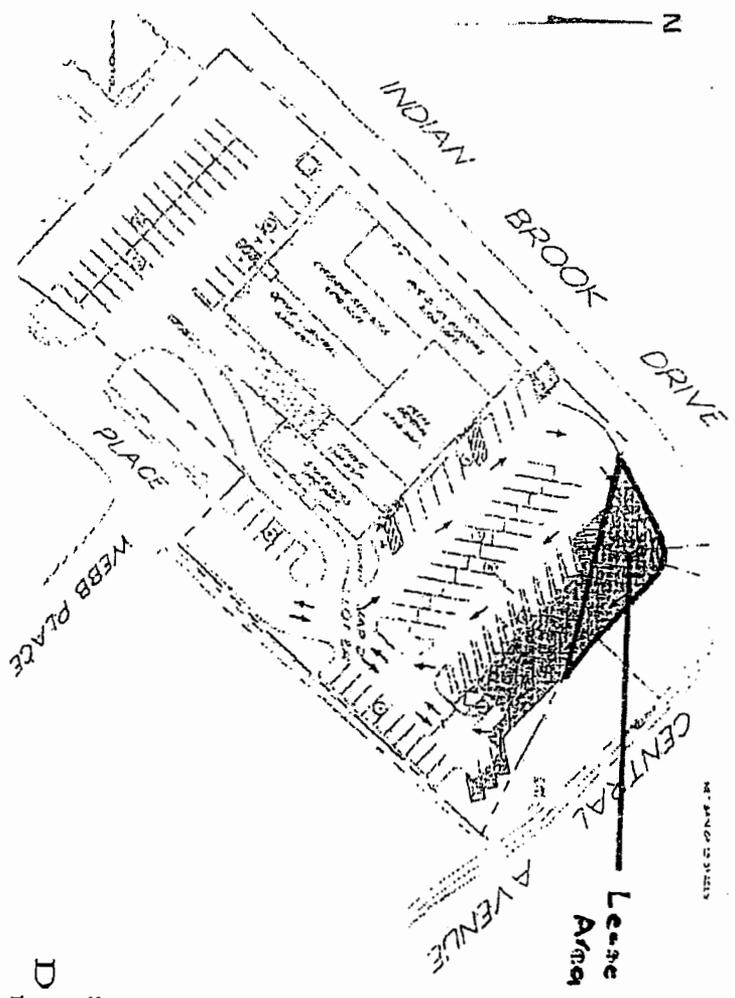


STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL

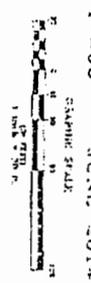


This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt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



NORWAY PLAINS ASSOCIATES, INC.

SITE SKETCH
 WEBB PLACE
 DOVER, NH
 PREPARED FOR
 THE KANE COMPANY
 1"=30' JUN 2014



TOTAL 101
 DATE 04
 SPEC BY JCS/AM/ETP/AL/RTZ
 15 15