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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

December 2, 2015

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

REQUESTED ACTION

1. Authorize the Department of Administrative Services, acting on behalf of the Department of Health and Human Services, pursuant to RSA 4:40, to sell the State-owned land, buildings, and other improvements located at 84 Iron Works Road, Concord (the "Property") to Bethany L. Brenner and Richard L. Stevens III for \$189,000, plus a \$1,100 administrative fee, pursuant to the terms of a Purchase and Sale Agreement dated October 7, 2015, to be effective upon approval by the Governor and Executive Council.

2. Further authorize the Department of Administrative Services, pursuant to RSA 227-C:9, to reserve and retain in favor of the New Hampshire Division of Historical Resources as a condition of the foregoing sale a perpetual historic preservation easement restricting the alteration of the exteriors of the buildings included within the Property.

3. Further authorize the Department of Administrative Services to pay 5% of the gross proceeds from the foregoing sale (amounting to \$9,450) to Gallo Realty Group NH, LLC, 34 Rundlett Hill Road, Unit #4, Bedford, New Hampshire (Vendor No. 222570), as its commission for real estate brokerage and marketing services provided with respect to the Property pursuant to the terms of an Exclusive Listing Agreement dated December 19, 2014, to be effective upon approval by the Governor and Executive Council. **100% Net Proceeds from Sale (General Funds).**

Net proceeds from the sale will be allocated to Account # 00000014-405693, Department of Administrative Services, Sale State Owned Real Property.

	<u>FY2016</u>
Unrestricted Revenue	\$180,650

EXPLANATION

The subject property (the "Property") is comprised of a parcel of land approximately 3.20 acres in size with just under 600 feet of frontage along Iron Works Road, a 2-story wood frame building with approximately 5,180 square feet of above grade space (a portion of which is believed to have been originally constructed circa 1795), and an attached 2-story timber frame barn with approximately 5,049 square feet of above grade space. The Property is located at 84 Iron Works Road in Concord, New Hampshire (Tax Map 93, Block 1, Lot 2, as recently subdivided and renumbered) adjacent to the Turkey River. It abuts Russell Shea State Forest to the north and east and is located directly across Iron Works Road from Cilley State Forest. The buildings on the Property have been vacant for well over three years. Most recently the buildings had been leased for several years to Crotched Mountain Rehabilitation Center's Assistive Technology Services (ATECH) program. The Property has been managed by the Department of Health and Human Services (DHHS), which asked the Department of Administrative Services ("DAS" or "the Department") to dispose of the Property by selling all of the State's interest as-is, where-is, in its current condition. DHHS no longer has any need or use for the Property. The buildings on the Property have been determined by the New Hampshire Division of Historical Resources (DHR) to be eligible for listing on the National Register of Historic Places. As a result, the Department agreed with DHR to market the Property subject to a perpetual historical preservation easement restricting renovations to the building exteriors. The Property was also marketed subject to the following outstanding conditions of the City of Concord Planning Board's subdivision approval, to be satisfied by the buyer within 90 days after acquiring title: (1) six trees must be planted on the Property along the Iron Works Road frontage, as shown on the subdivision plat (included as an exhibit hereto), and (2) the existing driveway entrance must be reduced in width from 85 feet to no more than 24 feet where it meets Iron Works Road.

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

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

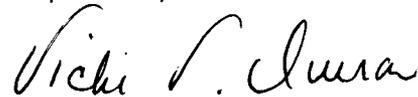
that the RFP coincided with the peak summer vacation and residential property selling seasons, which may have reduced or eliminated the time available for interested brokers to prepare and submit a proposal.

The sole proposal was submitted by Gallo Realty Group NH, LLC ("Gallo"). Gallo has worked with the Department before, having successfully marketed three individual surplus State properties over the past three years. One of those properties, located in Concord, was sold subject to a historic preservation easement. As a result of Gallo's qualifications and experience with rehabilitation properties, the Department was satisfied with the results of the RFP notwithstanding the low rate of response.

On November 18, 2014 the Long Range Capital Planning and Utilization Committee approved the proposed sale of the Property for \$210,000 plus a \$1,100 administrative fee and the selection of Gallo as the broker to market the Property. Pursuant to RSA 4:40, I the Property was then offered to the City of Concord for \$210,000 by letter dated December 2, 2014. The City rejected the offer by letter dated December 8, 2014. The \$189,000 contract price falls within the negotiating range allowed by the Committee's current policy guidelines.

Based on the foregoing, I respectfully recommend the sale of the Property to Bethany L. Brenner and Richard L. Stevens III.

Respectfully submitted,



Vicki V. Quiram
Commissioner

New Hampshire Council on Resources and Development

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



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

MEMORANDUM

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

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

DATE: May 10, 2013

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

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

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

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

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



LRCP 14-030

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

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

State of New Hampshire

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

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

November 19, 2014

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

Dear Commissioner Hodgdon,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on November 18, 2014, approved as originally submitted the request of the Department of Administrative Services, to enter into a listing agreement with Gallo Realty Group NH, LLC for a term of up to one (1) year to market and sell the property located at 84 Iron Works Road (including a 2-story wood frame building with approximately 5,180 square feet of above grade space, an attached 2-story timber frame barn of approximately 5,049 square feet, and approximately 3.20 acres of land) in the City of Concord for \$210,000 (which includes a historical easement), allowing negotiations within the Committee's current policy guidelines, plus an Administrative Fee of \$1,100, as specified in the request dated September 2, 2014.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

Cc: Michael Connor, Deputy Commissioner
Jared Nylund, Real Property Asset Manager ✓



State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3202

December 2, 2014

Mayor Jim Bouley
City of Concord
41 Green Street
Concord, NH 03301

Dear Mayor Bouley:

In accordance with RSA 4:40, I, the New Hampshire Department of Administrative Services (the "Department") hereby offers to the City of Concord the right to purchase the surplus State real property located at 84 Iron Works Road in the City of Concord (Tax Map 93, Block 1, Lot 2, as recently subdivided and renumbered), primarily consisting of approximately 3.20 acres of land, a 2-story wood frame building with approximately 5,180 square feet of above grade space, and an attached 2-story timber frame barn with approximately 5,049 square feet of above grade space (the "Property"), as-is, for Two Hundred Ten Thousand Dollars (\$210,000).

The buildings have been vacant for well over two years except for a portion of the first floor of the barn, which has been used for seasonal equipment storage. The Property abuts Russell Shea State Forest to the north and east and lies directly across Iron Works Road from Cilley State Forest to the south. It is located adjacent to the Turkey River. The deed by which the Property was conveyed to the State in 1940 as part of a larger farm parcel is recorded in the Merrimack County Registry of Deeds at Book 574, Page 414. The Property is offered subject to a perpetual historical preservation easement to be retained by the State, which would restrict renovations to the building exteriors, and subject to certain outstanding conditions of the City of Concord Planning Board's subdivision approval (i.e. plant trees along the road and make the driveway entrance narrower), which conditions must be satisfied by the buyer within 90 days after acquiring title from the State.

The proposed sale of the Property at the price set forth above was approved by the joint legislative Long Range Capital Planning and Utilization Committee on November 18, 2014. Please act on this offer as quickly as possible, so that in the event of the City's rejection the Department may list the Property for sale without undue delay. **The Department will deem this offer rejected if it does not receive a written response from the City within thirty (30) days after the date of this letter.**

If you have any questions, or to request further information on the Property, please contact Jared Nylund, Real Property Asset Manager, at (603) 271-7644 or jared.nylund@nh.gov.

Sincerely,

Linda M. Hodgdon
Commissioner

Cc: Michael P. Connor, Deputy Commissioner
✓ Jared J. Nylund, Real Property Asset Manager



CITY OF CONCORD
NEW HAMPSHIRE
Community Development Department
Administration

City Hall • 41 Green Street • Concord, NH 03301 • tel. 603/225-8595 • fax 603/228-2701

Carlos P. Baía
Deputy City Manager
Development

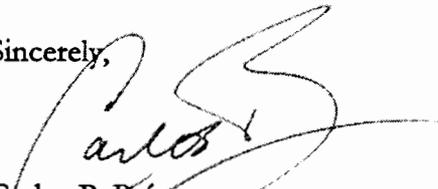
December 8, 2014

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

Dear Commissioner:

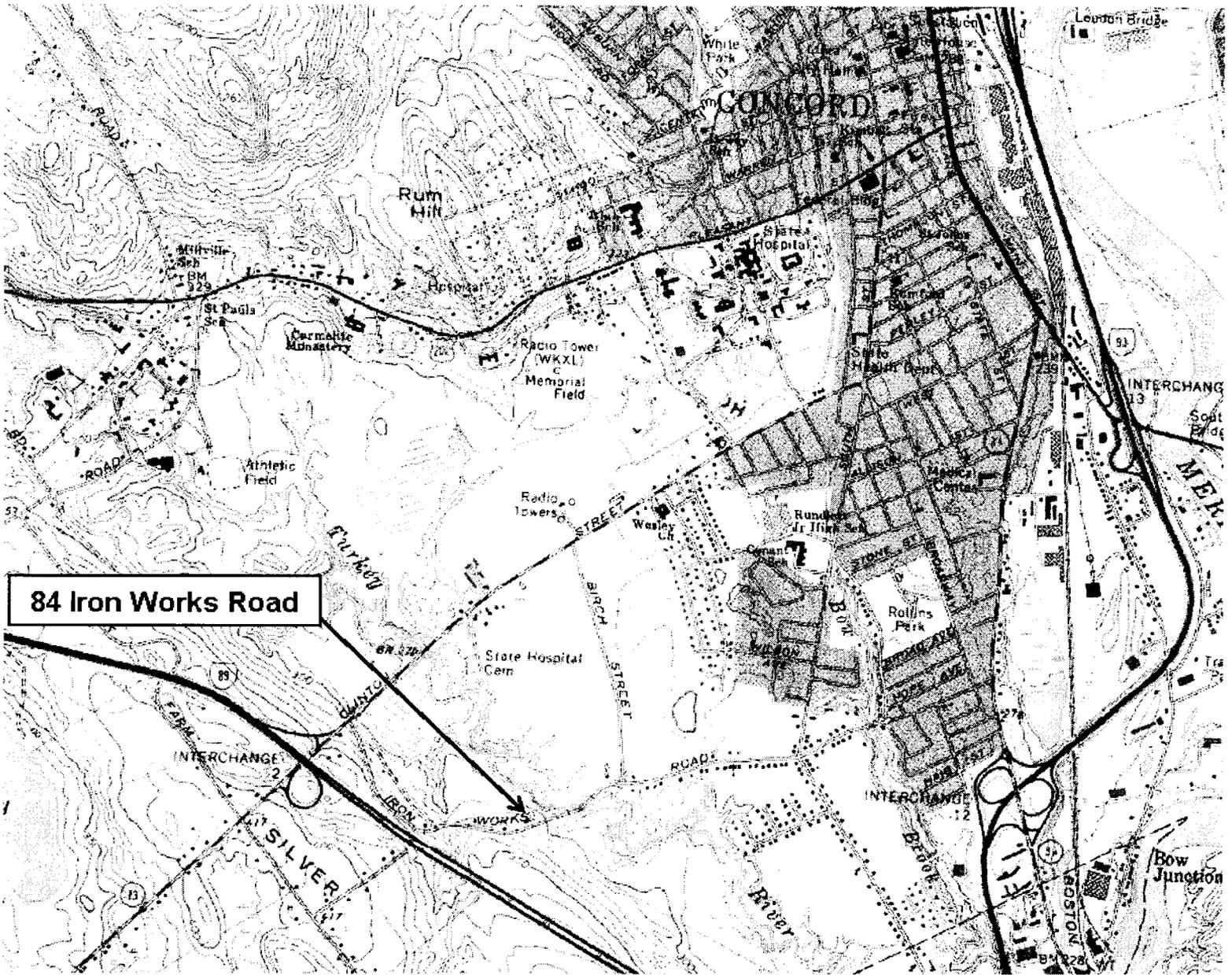
Thank you for your recent letter offering the City the right to purchase State property located at 84 Iron Works Road. Upon review, the City of Concord has no interest in the acquisition of this property.

Sincerely,



Carlos P. Baía
Deputy City Manager

cc: Thomas J. Aspell, Jr., City Manager
Michael Connor, Deputy Commissioner, NHDAS
Jared Nylund, Real Property Asset Manager, NHDAS



Russell Farm
84 Iron Works Road
Concord, New Hampshire

USGS Concord Quadrangle



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

“Bird’s Eye View” Photo of Buildings

RETURN TO:

Bethany L. Brenner and Richard L. Stevens III
84 Iron Works Road
Concord, NH 03301

QUITCLAIM DEED

The **STATE OF NEW HAMPSHIRE**, acting through its Department of Administrative Services pursuant to RSA 4:40, as authorized by the Governor and Executive Council on December 16, 2015 (Meeting Agenda Item # _____), with a mailing address of Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (the "State"), for consideration paid, grants to **BETHANY L. BRENNER and RICHARD L. STEVENS III**, as joint tenants with right of survivorship, having a mailing address of 84 Iron Works Road, Concord, New Hampshire 03301 (the "Grantee"), with QUITCLAIM COVENANTS, the following described property located in the City of Concord, County of Merrimack, State of New Hampshire (the "Premises"):

A certain parcel of land located at 84 Iron Works Road, Concord, New Hampshire, together with all buildings and other improvements situated thereon, consisting of approximately 3.2 acres, more or less, shown as "Proposed Lot 1" on a certain plan entitled "Subdivision Plat prepared for the State of New Hampshire, Project Location: Map 93, Block 1, Lot 2, 84 Iron Works Rd, Concord NH" dated January 2013, revised through March 25, 2014, prepared by Richard D. Bartlett & Associates, LLC, recorded in the Merrimack County Registry of Deeds as Plan # 201400008842, said parcel being more particularly bounded and described as follows:

Beginning at a steel pin set along the northern side of Iron Works Road, being the southeast corner of the herein described parcel;

Thence North $75^{\circ}17'20''$ West along land now or formerly of the State of New Hampshire approximately 175.79 feet to a steel pin set;

Thence North $67^{\circ}32'25''$ West along land now or formerly of the State of New Hampshire approximately 147.04 feet to a steel pin set;

Thence North $52^{\circ}52'35''$ West along land now or formerly of the State of New Hampshire approximately 96.74 feet to a steel pin set;

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

Thence South 35°16'05" West along land now or formerly of the State of New Hampshire approximately 250.51 feet to a steel pin set in the boundary of land now or formerly of Unitil Energy Systems, Inc., being the western corner of the herein described parcel;

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

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

Thence South 23°42'35" East along land now or formerly of Daniel F. and Kristin W. Dunklee approximately 345.92 feet to a steel pin set along the northern side of Iron Works Road, being the southwest corner of the herein described parcel;

Thence North 66°07'00" East along the northern side of Iron Works Road approximately 218.87 feet to a railroad spike set;

Thence North 71°32'50" East along the northern side of Iron Works Road approximately 292.11 feet to the point of beginning.

Subject to such covenants, rights, and restrictions as may be described in Deed of George Carroll Cilley dated March 28, 1940, recorded in the Merrimack County Registry of Deeds at Book 574, Page 414.

MEANING AND INTENDING to convey a portion of the same land and premises conveyed to the State of New Hampshire by Deed of George Carroll Cilley dated March 28, 1940, recorded in the Merrimack County Registry of Deeds at Book 574, Page 414.

EXCEPTING AND RESERVING from said Premises a Historic Preservation Easement as described in a certain Declaration of Historic Preservation Easement of near of even date herewith, to be recorded prior hereto in the Merrimack County Registry of Deeds, said Historic Preservation Easement to be retained by the State.

The Premises are conveyed subject to any easements, liens, restrictions, and encumbrances of record.

The Premises are not homestead property.

Pursuant to Rev. 802.03(a), the Grantee shall be liable for payment of the real estate transfer tax imposed by RSA Chapter 78-B.

Dated this ____ day of _____, 2015.

STATE OF NEW HAMPSHIRE
By and through its
DEPARTMENT OF ADMINISTRATIVE
SERVICES

By: _____
Vicki V. Quiram, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____, 2015, personally appeared the above-named Vicki V. Quiram, known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she is the duly authorized Commissioner of the New Hampshire Department of Administrative Services and that she executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

DRAFT

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

DECLARATION OF HISTORIC PRESERVATION EASEMENT

The **STATE OF NEW HAMPSHIRE** (the "State"), acting by and through its Department of Cultural Resources, Division of Historical Resources, having a mailing address of 19 Pillsbury Street, Concord, New Hampshire 03301 (together with its successor agencies, "DHR"), and by and through its Department of Administrative Services, having a mailing address of Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 ("DAS"), as authorized by the Governor and Executive Council on _____, 2015 (Meeting Agenda Item # _____), **does hereby memorialize its intention to reserve unto itself a perpetual historic preservation easement** as a valid and enforceable preservation restriction within the meaning of New Hampshire RSA 477:45-47 with respect to the land and buildings located at 84 Iron Works Road in the City of Concord, County of Merrimack, State of New Hampshire, as more particularly described on Schedule A attached hereto (the "Premises"), in the event of the anticipated transfer of the Premises to a future Grantee, upon the terms and conditions set forth herein. Said future Grantee, its heirs, administrators, successors, transferees, and assigns, including any subsequent owner of the Premises, shall collectively be referenced hereinafter as the "Grantor" with respect to the easement contemplated hereby.

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

1. Applicability: The Restrictions specified herein shall apply to the Premises unless and until DHR provides the Grantor with a written waiver regarding any specific act in contravention thereof.
2. Term: The burden of these Restrictions shall run with the land and buildings comprising the Premises in perpetuity following the date upon which the Premises are first transferred by the State to the Grantor and shall be binding upon the Grantor and all subsequent owners of the Premises or any interest therein. The right of enforcement of these Restrictions by DHR shall be as provided in New Hampshire RSA 477:45-47, as such statutes may be amended. The benefit of the Restrictions and the right to enforce them shall be assignable by DHR to any governmental body or any entity whose purposes include preservation of structures or sites of historical significance; and if DHR ceases to exist without having so assigned the benefit and right to enforce the Restrictions, then a qualified successor to DHR may be named by a New Hampshire court of competent jurisdiction.
3. General Intent: In the event the Grantor and DHR have a difference of opinion about the meaning of a specific term used or condition stated herein, their interpretation shall be guided by the following statements of general intent:

- A. An addition to any of the buildings situated on the Premises will be allowed if said addition is in keeping with the Standards for Alterations set forth in Section 12 hereof.
- B. Auxiliary buildings will be allowed on the Premises, but only as incidental to the existing buildings and in keeping with the Standards for Alterations set forth in Section 12 hereof.
- C. Upon request, DHR shall provide advice to Grantor pertaining to the maintenance, repair, restoration, or rehabilitation of the buildings situated on the Premises, the treatment of the site where the buildings are located, and the treatment of any auxiliary structures, all or any of which must be done in a manner that preserves the character defining historic features of the buildings as identified in certain baseline documentation prepared by DHR entitled "Carter Abbott Farm, 84 Iron Works Road, Concord, NH, Character Defining Features" dated April 3, 2014 (the "Baseline Documentation").
4. Dispute Resolution: In the event of a dispute between Grantor and DHR as to the interpretation or application of any of these Restrictions, either party may request that the matter be submitted to binding arbitration, or in the event that either party does not wish to submit to binding arbitration, either party may petition the Merrimack County Superior Court for relief.
5. Insurance: The Grantor shall carry fire insurance, with extended coverage, on the historic buildings situated on the Premises in an amount not less than the aggregate actual cash value (defined herein as replacement value less depreciation) on said historic buildings, and shall keep DHR informed as to the amount of coverage. In the event that either of said buildings suffers fire damage or destruction in an amount not greater than thirty-five percent (35%) of the corresponding actual cash value, the proceeds of said fire insurance shall be used to repair or rebuild the damaged or destroyed portion of the buildings in a functionally equivalent manner and otherwise in accordance with these Restrictions.
6. Maintenance and Administration: The Grantor shall be responsible for all costs of continued maintenance, repair, and administration of the Premises in a manner consistent with the Restrictions that will preserve the architectural and historical integrity of the features identified in the Baseline Documentation which make the buildings situated on the Premises eligible for listing on the National Register of Historic Places. The Grantor shall maintain said buildings at all times and shall keep said buildings in a state of good repair, and shall not allow the appearance of said buildings to deteriorate in any material way. Nothing herein shall prohibit the Grantor from seeking financial assistance from any sources available to the Grantor.
7. Obligations of the State: Except as provided herein, the State retains no obligation whatsoever to maintain, repair, or administer the Premises.
8. Inspection and Compliance: DHR shall be permitted upon ten (10) days advance written notice to the Grantor to inspect the exteriors of the buildings situated on the Premises in order to monitor compliance with these Restrictions. Such inspections shall be conducted during normal business hours and without undue disturbance of any residents or occupants of the Premises. In the event that a violation of the Restrictions is found, DHR shall provide to the Grantor written notice of such violation, said notice to include a reasonable deadline for the correction of such violation. In the event that such violation is not corrected by said deadline, DHR, or its employees, agents, contractors, or subcontractors, shall have the right to enter the Premises for the purpose of making such restorations and/or repairs as may be necessary to correct such violation and, if necessary, to place a lien on the Premises as security for the repayment of all costs so incurred. Upon receiving an annual written request from DHR, Grantor agrees to submit to DHR an annual stewardship report for the Premises detailing any and all physical building exterior work

undertaken on the Premises during the previous year, as well as any such work planned for the upcoming year. Grantor shall have no obligation to submit an annual stewardship report unless and until Grantor receives a written request from DHR for the current year.

9. Alterations: Absent prior written consent from DHR, the Grantor shall make no exterior alterations to the buildings on the Premises and shall place, erect, relocate, or demolish no structure on the Premises, provided, however, that nothing contained herein shall prohibit, prevent, or restrict the demolition and removal of that portion of the buildings known as the "Connector," which extends between the house and the barn and is the most recently constructed portion of the buildings on the Premises. Notwithstanding the foregoing, the following alterations are expressly permitted without prior written consent from DHR:

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

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

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

mortgage, license, or lease is granted or such transfer is to occur, such notice to include the name and mailing address of the mortgagee, licensee, lessee, or transferee.

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

A. Any historical documentation of the Premises or any portion thereof on file with DHR, including, without limitation, the Individual Inventory Form prepared with regard to the buildings situated thereon and the Baseline Documentation.

B. *The Secretary of the Interior's Standards for Rehabilitation of Historic Buildings* propounded by the United States Secretary of the Interior, as amended. A complete copy of said Standards is on file with DHR. The Grantor shall abide by said Standards in performing any construction, alteration, rehabilitation, relocation, demolition, subdivision, or transfer of any partial interest in the Premises.

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

14. Enforcement: The rights and obligations created by the Restrictions herein shall run with the land in perpetuity and shall be binding upon the Grantor and all subsequent owners of the Premises or any interest therein. Said Restrictions shall be real covenants and equitable servitudes to be inserted verbatim or incorporated by reference in any deed or other instrument by which the Grantor may transfer ownership of the Premises during said Term. These Restrictions shall be fully enforceable by DHR in the courts of the State of New Hampshire. DHR shall have the right in any enforcement action to pursue any and all available legal and equitable remedies. By taking ownership of the Premises expressly subject to these Restrictions the Grantor constructively acknowledges and agrees that in the event that it becomes necessary for DHR, in its sole discretion, to pursue any action to enforce these Restrictions, the full cost of enforcement (including reasonable attorney fees) shall be borne by the Grantor.

15. Damage or Destruction: Except as otherwise provided herein, in the event that any of the buildings situated on the Premises that are subject to the Restrictions is damaged or destroyed through the willful action or negligence of the Grantor, DHR shall initiate such administrative or judicial actions as may be legally available and appropriate.

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

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

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

Dated this _____ day of _____ 2015.

STATE OF NEW HAMPSHIRE
By and through its
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
Vicki V. Quiram, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2015, personally appeared the above-named Vicki V. Quiram, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she is the duly authorized Commissioner of the New Hampshire Department of Administrative Services and that she executed the foregoing instrument for the purposes therein contained.

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

DRAFT

Accepted by:

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

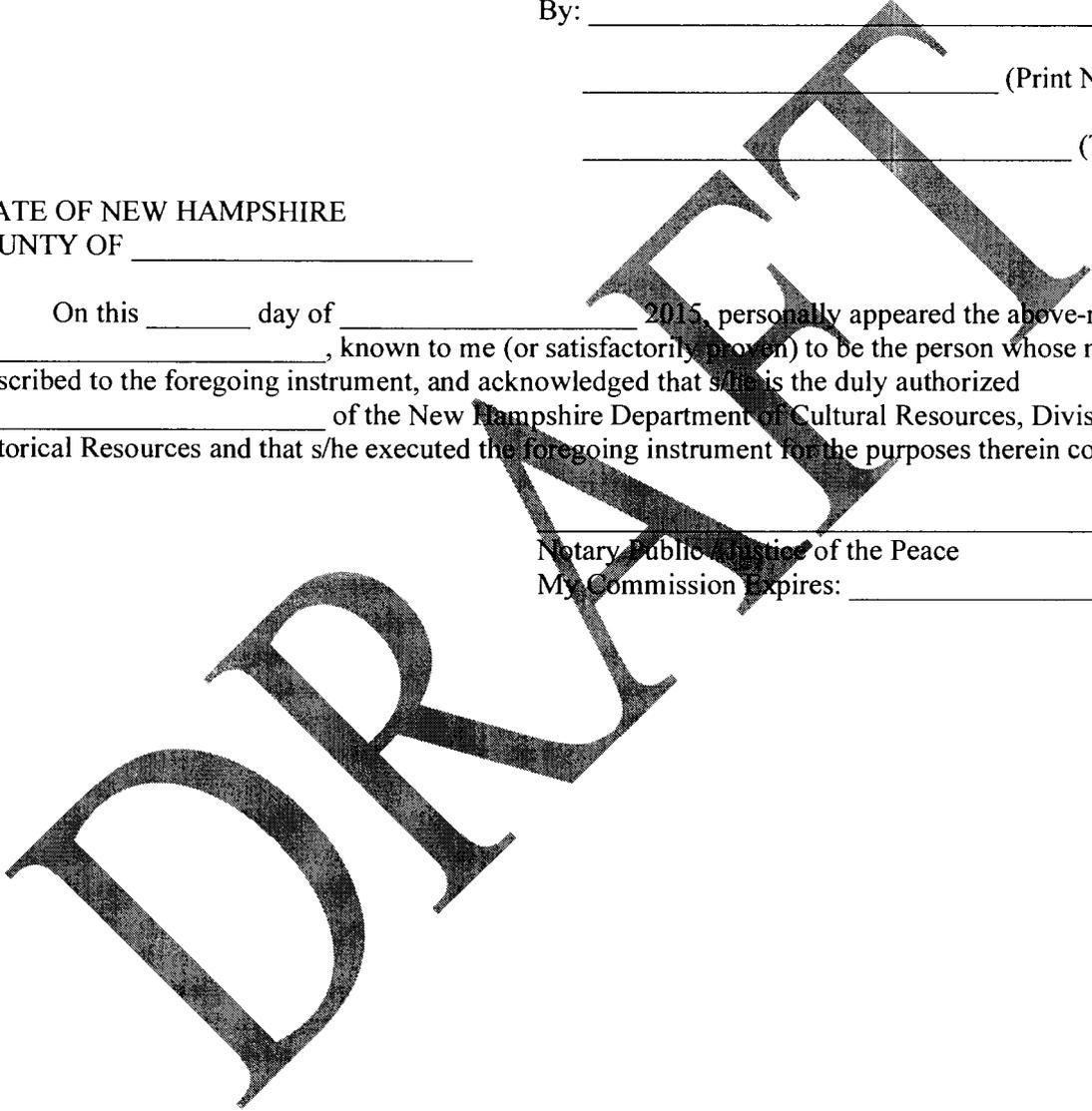
By: _____

(Print Name)
(Title)

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____, 2015, personally appeared the above-named _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that s/he is the duly authorized _____ of the New Hampshire Department of Cultural Resources, Division of Historical Resources and that s/he executed the foregoing instrument for the purposes therein contained.

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



Schedule A

A certain parcel of land located at 84 Iron Works Road, Concord, New Hampshire, together with all buildings and other improvements situated thereon, consisting of approximately 3.2 acres, more or less, shown as "Proposed Lot 1" on a certain plan entitled "Subdivision Plat prepared for the State of New Hampshire, Project Location: Map 93, Block 1, Lot 2, 84 Iron Works Rd, Concord NH" dated January 2013, revised through March 25, 2014, prepared by Richard D. Bartlett & Associates, LLC, recorded in the Merrimack County Registry of Deeds as Plan # 201400008842, said parcel being more particularly bounded and described as follows:

Beginning at a steel pin set along the northern side of Iron Works Road, being the southeast corner of the herein described parcel;

Thence North $75^{\circ}17'20''$ West along land now or formerly of the State of New Hampshire approximately 175.79 feet to a steel pin set;

Thence North $67^{\circ}32'25''$ West along land now or formerly of the State of New Hampshire approximately 147.04 feet to a steel pin set;

Thence North $52^{\circ}52'35''$ West along land now or formerly of the State of New Hampshire approximately 96.74 feet to a steel pin set;

Thence North $54^{\circ}43'55''$ West along land now or formerly of the State of New Hampshire approximately 273.71 feet to a steel pin set, being the northern corner of the herein described parcel;

Thence South $35^{\circ}16'05''$ West along land now or formerly of the State of New Hampshire approximately 250.51 feet to a steel pin set in the boundary of land now or formerly of Unital Energy Systems, Inc., being the western corner of the herein described parcel;

Thence South $56^{\circ}24'05''$ East along land now or formerly of Unital Energy Systems, Inc. approximately 99.71 feet to a rebar found;

Thence North $33^{\circ}32'50''$ East along land now or formerly of Daniel F. and Kristin W. Dunklee approximately 93.72 feet to a steel pin found;

Thence South $23^{\circ}42'35''$ East along land now or formerly of Daniel F. and Kristin W. Dunklee approximately 345.92 feet to a steel pin set along the northern side of Iron Works Road, being the southwest corner of the herein described parcel;

Thence North $66^{\circ}07'00''$ East along the northern side of Iron Works Road approximately 218.87 feet to a railroad spike set;

Thence North $71^{\circ}32'50''$ East along the northern side of Iron Works Road approximately 292.11 feet to the point of beginning.

The buildings presently located on the foregoing parcel are a 2-story wood frame building with approximately 5,180 square feet of above grade space and a 5,049 square foot (more or less) attached 2-story timber frame barn.

PURCHASE AND SALE AGREEMENT

This Agreement is dated this 7th day of October 2015 between the **STATE OF NEW HAMPSHIRE**, by and through its Department of Administrative Services, having an address of Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (the "Seller") and **BETHANY L. BRENNER**, or her assignee, having an address of 151 Broadway, Concord, New Hampshire 03301 (the "Buyer").

Reference is made to the following facts:

A. Seller is the owner of an approximately 3.20-acre parcel of land shown as "Proposed Lot 1" on a plan entitled "Subdivision Plat prepared for the State of New Hampshire c/o Dept. of Health & Human Services, Project Location: Map 93, Block 1, Lot 2, 84 Iron Works Rd, Concord NH" dated January 2013, revised through March 25, 2014, prepared by Richard D. Bartlett & Associates, LLC, recorded in the Merrimack County Registry of Deeds as Plan No. 201400008842 (the "Plan"), with the buildings and improvements situated thereon, located at 84 Iron Works Road, Concord, New Hampshire (the "Premises"), which is a part of the larger premises originally conveyed to the State by Deed of George Carroll Cilley dated March 28, 1940, recorded in the Merrimack County Registry of Deeds at Book 574, Page 414. The Premises are now shown as Tax Map 93, Block 1, Lot 2 on the City of Concord tax maps.

B. The Premises are being sold as surplus real property pursuant to RSA 4:40. RSA 4:40 requires the following: (i) a determination by the Commissioner of the Department of Health and Human Services that the Premises are surplus and should be sold; (ii) a review of the proposed sale by the interagency Council on Resources and Development ("CORD"); (iii) approval of the proposed sale by the joint legislative Long Range Capital Planning and Utilization Committee ("LRCPUC"); (iv) an offer to sell the Premises at not less than its current market value to the city, town or county in which the Premises are located; and (v) final approval of the sale of the Premises by the Governor and Executive Council of the State of New Hampshire ("G&C"). With respect to the sale of the Premises to the Buyer, the Commissioner of the New Hampshire Department of Health and Human Services has determined that the Premises are surplus and should be sold, and CORD has reviewed the proposed sale of the Premises and recommended it for approval. On November 18, 2014, LRCPUC approved Seller's proposal to dispose of the Premises by sale on the open market. Upon execution of this Agreement by all of the parties hereto, Seller shall offer to sell the Premises to the City of Concord at the Purchase Price. This Agreement shall be subject to the City of Concord's rejection of, or failure to respond within thirty (30) days to, said offer to sell the Premises to the City, and final approval by G&C.

C. Seller desires to sell, and Buyer desires to buy, the Premises pursuant to the terms and conditions set forth herein and in accordance with the applicable provisions of RSA 4:40 with respect to the disposal of surplus real property by the State of New Hampshire.

NOW, THEREFORE, for good and valuable consideration hereinafter specified, the sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller shall sell and Buyer shall purchase, subject to the terms and conditions herein, the Premises, including all buildings and improvements thereon and together with all rights of way, beneficial easements, privileges, permits, approvals and other appurtenances and rights pertaining to the Premises (collectively, the "Property"). The Property shall be sold as-is, in its current condition, together with any personal property as may remain thereon or therein. Notwithstanding any other provision in this Agreement to the contrary, the Seller shall have no obligation to repair, replace, mitigate, or improve the Property or any portion thereof from and after the date of this Agreement.

2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be One Hundred Eighty-Nine Thousand Dollars and no/cents (\$189,000.00), plus an additional One Thousand One Hundred Dollars (\$1,100.00) as an administrative fee pursuant to RSA 4:40, III-a. The Purchase Price shall be payable as follows:

(a) Two Thousand Five Hundred Dollars (\$2,500.00) shall be paid to the Escrow Agent (defined below) as a deposit upon execution of this Agreement by the Seller (the "Deposit"). The Deposit shall be held in escrow by Gallo Realty Group NH, LLC (the "Escrow Agent") in accordance with the terms of this Agreement. The Deposit shall be duly accounted for at the Closing and shall be applied to the Purchase Price. Except as otherwise provided in this Agreement the Deposit shall become nonrefundable at the end of the Due Diligence Period, which shall commence upon the earlier of the City of Concord's rejection of Seller's October 2015 offer to sell the Property to the City or thirty (30) days after the date of said offer (if the City fails to respond to said offer by that date), and which shall end thirty (30) days thereafter, provided that the transaction complies with RSA 4:40 (described herein) and the Seller meets its obligations in accordance with the terms of this Agreement. If Seller does not comply with all applicable provisions of RSA 4:40, or if the sale does not occur for any reason other than a default by the Buyer hereunder, then the deposit shall be forthwith returned to the Buyer.

(b) The balance of the Purchase Price shall be paid to the Seller on the date of the closing of this sale (the "Closing") by federal wire transfer, subject to adjustments and prorations in accordance with this Agreement.

3. Time of Closing. The Closing shall occur on a date that is within five (5) business days after final approval of the sale by the Governor and Executive Council of the State of New Hampshire, or at some other mutually acceptable time and location (the "Closing Date"), TIME BEING OF THE ESSENCE. The Closing shall occur at a mutually agreeable location to be determined by Seller and Buyer.

4. Warranties and Representations. To induce the Buyer to enter into this Agreement and to purchase the Property, the Seller hereby warrants and represents to Buyer as follows:

(a) Seller has the power and authority to enter into and perform its obligations under this Agreement except as provided herein.

(b) The execution, delivery and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller except as provided herein. The individual executing this Agreement on behalf of Seller has the authority to bind Seller to the terms of this Agreement subject to the authorization of the Governor and Executive Council of the State of New Hampshire.

(c) There are no known actions (legal or administrative), suits or other proceedings with respect to the Property pending with respect to which legal process has been served on Seller or threatened against Seller.

5. Title and Deed. At the Closing, marketable title to the Property shall be conveyed by Seller to Buyer, or his assignee, by Quitclaim Deed, subject to: (a) a historic preservation easement restricting exterior renovations to all buildings on the Premises except for the so-called "connector" between the house and the barn, said easement to be retained by Seller; (b) certain outstanding conditions of subdivision approval imposed by the City of Concord Planning Board, appearing on the Plan as "Conditions of Planning Board Approval" numbers 2 and 3; and (c) any (i) easements, liens, restrictions, or encumbrances of record; (ii) provisions of building and zoning laws in effect on the Closing Date; and (iii) real property taxes for the then current tax year which are not yet due and payable on the Closing Date.

If during the Due Diligence Period Buyer notifies Seller in writing of any material defect in the condition of title causing it to be not marketable, then Seller shall have the opportunity, for a reasonable period of time, to use diligent efforts to correct or cure the same. Buyer reserves the right to verify prior to Closing that there has been no adverse change in the condition of title to the Property from the end of the Due Diligence Period until the Closing Date. If Buyer notifies Seller in writing of any material adverse change in the condition of title, then Seller shall again have the opportunity, for a reasonable period of time, to correct or cure the same, and the Closing Date shall be extended during such time.

If, after the exercise of diligent efforts, Seller is unable to remove and remedy same, then, at Buyer's option, the Deposit and any interest earned thereon shall be forthwith returned to Buyer, this Agreement shall become null and void, and the parties hereto shall have no further rights or obligations hereunder.

At the Closing, Seller shall deliver title and possession of the Property to Buyer free of all tenants and occupants, in broom clean condition, free of all personal property and furnishings except as may be present within the Property as of the date hereof.

6. Due Diligence. During the thirty (30) day Due Diligence Period defined herein, the Buyer shall have the opportunity to conduct such inspections or examinations of the Property as Buyer deems desirable, including, without limitation:

- (a) General building inspection, including evaluation of structural integrity of buildings and mechanical, plumbing, and electrical systems;

- (b) Radon gas testing;
- (c) Lead paint inspection and testing;
- (d) Pest infestation and damage inspection; and
- (e) Title examination, including easements and outstanding conditions of subdivision approval.

Buyer, his agents and contractors shall have full access to the Property during the Due Diligence Period as needed to conduct such inspections or examinations. Access to interior building areas shall be provided during regular business hours by prior arrangement with Seller. Any invasive inspections or testing, such as may involve digging or excavation, drilling, boring, removal of any building materials, or partial disassembly of any equipment or machinery, for example, may be performed only with the prior specific consent of Seller. Seller reserves the right to have its employees or agents present during any on-site inspections or testing. Upon request of Buyer, Seller shall compile and provide any relevant reports, data, and testing results pertaining to the Property that Seller may have. Buyer may withdraw from this Agreement during the Due Diligence period if unsatisfied with the results of any examination or inspection of the Property by providing written notice of withdrawal to Seller. If such written notice of withdrawal is received by Seller during the Due Diligence period, then the Deposit and any interest earned thereon shall be forthwith returned to Buyer, this Agreement shall become null and void, and the parties hereto shall have no further rights or obligations hereunder. If at any time Buyer elects not to close, then any and all reports, data, testing results, permits, and plans pertaining to the Property that have been compiled, gathered, or commissioned by Buyer shall become the property of the Seller.

7. Financing and Other Contingencies. The Buyer's obligation to purchase the Property pursuant to this Agreement is contingent upon the following:

(a) Buyer's ability to obtain financing in the principal amount of ninety-five percent (95%) of the Purchase Price at an annual interest rate not to exceed four and seventy-five one-hundredths percent (4.75%) with a repayment term of thirty (30) years or more, said financing to be evidenced by a conditional loan commitment letter stating the loan principal amount, that the Buyer has been approved for the loan, and that the lender shall make the loan in a timely manner on the Closing Date. Buyer may withdraw from this Agreement on or before December 16, 2015 (the "Financing Deadline") if unable to obtain such financing by providing written notice of inability to obtain financing to Seller. If such written notice is received by Seller on or before the Financing Deadline, then the Deposit and any interest earned thereon shall be forthwith returned to Buyer, this Agreement shall become null and void, and the parties hereto shall have no further rights or obligations hereunder.

(b) Buyer's ability to close the sale of Buyer's real property located at 151 Broadway, Concord, New Hampshire on terms reasonably satisfactory to Buyer on or before December 16, 2015.

8. Governor and Executive Council. Upon the earlier of the Financing Deadline or Buyer's waiver of all contingencies other than verification of the condition of title prior to Closing, Seller shall prepare and submit a request to G&C to authorize the sale of the Property pursuant to the terms and provision of this Agreement. Buyer agrees to provide such additional documentation as Seller may require to complete the G&C request package. For example, if Buyer's assignee is a corporation or limited liability company, then Seller will require reasonable documentation of the requisite corporate authority to complete the purchase of the Property. Buyer acknowledges that the entire G&C submission and approval process can take up to four (4) weeks or more.

9. Surplus Property Process. The parties acknowledge, understand and agree that the sale of the Property is subject to RSA 4:40 as described in introductory paragraph B, hereto. Seller agrees to promptly take all steps necessary in order to comply with the requirements of RSA 4:40. Buyer agrees to reasonably cooperate with Seller's efforts.

10. Condemnation. If any proceeding shall be commenced for the taking of all or any material part of the Property for public or quasi-public use pursuant to the power of eminent domain, condemnation or otherwise, before Closing, then Buyer shall have the option (i) to terminate this Agreement by giving written notice thereof to Seller, or (ii) to proceed to Closing and to receive a credit against the Purchase Price at Closing in the amount of any award or compensation received or awarded to Seller applicable to the Property prior to Closing, and Seller shall assign to Buyer any and all such awards and other compensation not yet received prior to Closing.

11. Taxes and Assessments. Real estate taxes, special assessment, betterment assessments, water rates and sewer charges and rents, if any, shall be prorated and adjusted as of the date of Closing. Taxes due and payable for all prior years, if any, shall be paid, by Seller, on or before the Closing. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes (including any state ad valorem taxes) for the year in which Closing occurs at the time after the Closing that such actual taxes are determined.

12. Transfer Tax. It is understood that the Seller is exempt from its portion of the transfer tax related to the sale of the Property. The Buyer agrees to pay Buyer's portion of the transfer tax. Both parties agree to execute any tax returns, inventories, conveyance forms or questionnaires required to be filed in connection with any such taxes.

13. Default by Buyer. If Buyer shall default in the performance of any of Buyer's obligations under this Agreement, Seller shall as its sole remedy, at law or in equity, retain the Deposit and all interest earned thereon as liquidated damages, in which event this Agreement shall become null and void and the parties shall have no further rights or obligations hereunder.

14. Default by Seller. If Seller shall default in the performance of any of its obligations hereunder, Buyer shall have the right to either: (i) terminate this Agreement without further liability hereunder, in which event the Deposit and all interest earned

thereon shall be forthwith returned to Buyer, and this Agreement shall become null and void and the parties hereto shall have no further rights or obligations hereunder except those expressly stated to survive; or (ii) pursue any other legal or equitable remedy.

15. Brokerage. Buyer and Seller each represent to the other that they have dealt with no broker, agent or representative in connection with this transaction other than Gallo Realty Group NH, LLC ("Gallo") and The Michael Bean Group, LLC DBA Bean Group ("Bean"). Seller shall be responsible for any fees or commission due to Gallo pursuant to a separate agreement. Buyer and/or Gallo shall be responsible for any fees or commission due to Bean pursuant to one or more separate agreements.

16. Conditions Precedent to Buyer's Obligation to Purchase the Property. The obligation of the Buyer to purchase the Property under this Agreement is expressly conditional and contingent upon all of the following:

(a) receipt of title to and possession of the Property simultaneously with the Closing in the condition required by this Agreement;

(b) all of Seller's warranties and representations set forth in Section 4 hereof being true as of the Closing;

(c) no eminent domain proceeding being pending against the Property or any portion thereof;

(d) there being no material adverse change in the condition of the Property from its condition as of the end of the Due Diligence Period other than resulting from usual wear and tear;

(e) there being no material adverse change in the condition of title to the Property that the Seller is unable to correct or cure in accordance with Section 5 hereof; and

(f) compliance by the Seller with the requirements of RSA 4:40 with respect to the sale of the Property.

These conditions are for the benefit of the Buyer and any one or more of such conditions may be waived by the Buyer in its sole discretion. If any one of the above conditions is not met, Buyer may terminate this Agreement by giving written notice to Seller, and the Agreement shall terminate, the Deposit and all interest thereon shall be forthwith returned to the Buyer and neither party shall have any further rights or obligations hereunder.

17. Conditions Precedent to Seller's Obligation to Sell the Property. The obligation of the Seller to sell the Property under this Agreement is expressly conditional and contingent upon all of the following:

(a) Seller's receipt of the full Purchase Price from the Buyer for the Property at the Closing;

(b) the City of Concord's refusal or failure to accept Seller's October 2015 offer to sell the Property to the City within thirty (30) days after the date of said offer; and

(c) final approval of the transaction by the G&C, pursuant to RSA 4:40, I.

If any one of the above conditions is not met, Seller may terminate this Agreement by giving written notice to Buyer, the Agreement shall terminate, and the Deposit shall be handled in the manner provided in this Agreement.

18. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) mailed by certified or registered mail, postage prepaid, or (ii) sent overnight mail by a recognized national delivery service, or (iii) faxed (with confirming hard copy mailed by first class mail), or (iv) scanned and emailed (with confirming hard copy mailed by first class mail) addressed as follows or to such other addresses as the parties may designate in writing from time to time:

If to Seller: New Hampshire Department of Administrative Services
Fixed and Mobile Assets
25 Capitol Street, Room 113A
Concord, New Hampshire 03301
Attn: Jared Nylund, Real Property Asset Manager

If to Buyer: Bethany Brenner
151 Broadway
Concord, New Hampshire 03301

19. Closing Costs. Notwithstanding anything to the contrary contained herein, Closing costs shall be allocated and paid as follows:

By Buyer:

- (a) title examination and any title insurance premium
- (b) full cost of all inspections or examinations of the Property as may be conducted or commissioned by the Buyer
- (c) one-half of the New Hampshire real estate transfer tax
- (d) cost of recording the deed and other recording fees
- (e) cost of producing additional Buyer or assignee documentation required for Seller's G&C request package
- (f) any applicable wire transfer fee to transfer all net proceeds from the sale of the Property to Seller's bank account

By Seller:

- (a) cost of preparing the deed and other conveyancing documents

20. Documents to be Delivered at Closing. At the Closing, the Seller shall execute, acknowledge and deliver, or cause to be delivered, all documents required to

effectuate the transaction contemplated by this Agreement including, without limitation, the following:

(a) Quitclaim Deed of the Property in proper form reasonably acceptable to Buyer's counsel duly executed, conveying title to the Property in fee simple absolute to Buyer.

(b) Evidence satisfactory to Buyer that the conveyance is properly authorized and that the Seller is authorized to consummate the Closing.

(c) Evidence satisfactory to Buyer, current as of the Closing, that all real estate taxes, water, sewer use charges, and any other municipal charges and municipal taxes affecting the Property, which are due and payable by Seller at or before the Closing Date, have been paid.

(d) Completed and executed conveyance tax forms.

21. Deposit and Escrow Funds. (a) The Deposit shall be held by the Escrow Agent in a federally insured, interest bearing money market account and shall be duly accounted for at the Closing. In the event that Buyer or Seller sends notice to Escrow Agent certifying to Escrow Agent that it is entitled to receive the Deposit pursuant to the terms of this Agreement (other than at the Closing), Escrow Agent shall forward a copy of such certification to the other party (pursuant to the notice provisions of Section 18 hereof).

If Escrow Agent does not receive an objection from such party to such certification within fifteen (15) days after the date of such notice, Escrow Agent may disburse all such amounts to the certifying party. If Escrow Agent receives an objection or receives conflicting demands, Escrow Agent shall have the right to do either of the following: (i) interplead the funds into a court of competent jurisdiction in Merrimack County, New Hampshire (the cost of doing so to be deducted from the funds but shared equally between the parties) and the parties shall thereafter be free to pursue their rights at law or in equity with respect to the disbursement of the funds and the Escrow Agent shall be fully released and discharged from its duties and obligations under this Agreement; or (ii) resign and transfer the funds to a replacement escrow agent reasonably satisfactory to Buyer and Seller. Upon the transfer of funds to such replacement escrow agent, the Escrow Agent shall thereupon be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it by this Agreement.

(b) The Escrow Agent shall incur no liability hereunder whatsoever except in the event of its willful misconduct or gross negligence.

22. Time of Essence. Time is expressly declared to be of the essence of this Agreement.

23. Headings. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

24. Modifications. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both Seller and Buyer. The effectiveness of any such amendment to this Agreement may, in the sole judgment of the Seller, be subject to approval by LRCPUC and/or G&C.

25. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

26. Entire Agreement. This Agreement contains entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the sale and other undertakings contemplated by this Agreement.

27. Governing Law. This Agreement is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the State of New Hampshire.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

Hampshire State of New
Administrative Services By and through its
Department of

Witness

By: _____ Vicki V. Quiram,
Commissioner

BUYER:



Witness


Bethany L. Brenner

ESCROW AGENT:

NH, LLC Gallo Realty Group

Witness

By: _____
Name:
Its:

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement is entered into this 1st day of December 2015 by and between Bethany L. Brenner ("Brenner") and Bethany L. Brenner and Richard L. Stevens III, jointly and severally ("Brenner-Stevens").

WHEREAS, Brenner is the Buyer pursuant to a certain Purchase and Sale Agreement, dated October 7, 2015, by and between Brenner and the State of New Hampshire (the "Seller").

WHEREAS, Brenner desires to assign said Purchase and Sale Agreement to Brenner-Stevens in order to be able to take title to the subject property with Richard L. Stevens III as joint tenants with right of survivorship.

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereunder, Brenner hereby assigns all right, title, and interest in and to said Purchase and Sale Agreement to Bethany L. Brenner and Richard L. Stevens III, and Bethany L. Brenner and Richard L. Stevens III hereby jointly and severally assume all of the obligations of Brenner pursuant to said Purchase and Sale Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:


Bethany L. Brenner


Bethany L. Brenner


Richard L. Stevens III

Jointly and severally

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

EXCLUSIVE LISTING AGREEMENT

1. The STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services, having an address of 25 Capitol Street, Concord, New Hampshire 03301 ("SELLER"), hereby grants to the undersigned GALLO REALTY GROUP NH, LLC, a New Hampshire limited liability company having an address of 70 Kelley Street, Manchester, New Hampshire 03102 ("AGENT"), effective as of the date upon which both parties have executed this Agreement (the "EFFECTIVE DATE"), in consideration of AGENT'S agreement to list, market, and promote the sale of real property located at **84 Iron Works Road, Concord, New Hampshire**, owned by SELLER, primarily consisting of approximately 3.20 acres of land, a 2-story wood frame building with approximately 5,180 square feet of above grade space, and a 5,049 square foot (more or less) attached 2-story timber frame barn (Tax Map 93, Block 1, Lot 2, as recently subdivided and renumbered), shown as "Proposed Lot 1" on a certain plan entitled "Subdivision Plat prepared for the State of New Hampshire, Project Location: Map 93, Block 1, Lot 2, 84 Iron Works Rd, Concord NH" dated January 2013, revised through March 25, 2014, prepared by Richard D. Bartlett & Associates, LLC, recorded in the Merrimack County Registry of Deeds as Plan # 201400008842, and including any other property, real or personal, subsequently added thereto (the "PROPERTY"), the exclusive right to market, list, and solicit offers to purchase said PROPERTY at a minimum price of **Two Hundred Ten Thousand Dollars (\$210,000)** on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at or above said price on such terms and conditions as are acceptable to SELLER, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay AGENT a commission of five percent (5%) of the contract sale price. Any commission due under this Agreement shall be paid out of the sale proceeds at closing.

2. THIS AGREEMENT SHALL BE IN EFFECT for six (6) months, commencing on the EFFECTIVE DATE and ending on the date six (6) months thereafter, and, unless terminated on said ending date by the Department acting in its sole discretion, shall be automatically renewed for six (6) consecutive additional months upon the same terms and conditions (except that the minimum price established in this Agreement may be adjusted at the discretion of Department) for a total contract period not to exceed one (1) year. Upon full execution of a contract for sale and purchase of the PROPERTY, all of the terms and provisions of this Agreement shall extend through the date of closing as specified in such purchase and sale agreement. The commission as provided above shall also be due if the PROPERTY is contracted to be or has been sold, leased, conveyed, exchanged or otherwise transferred within six (6) months after the expiration or rescission of this Agreement to anyone whom AGENT has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or

AGENT'S initials



presenting offers on the PROPERTY, provided that anyone so procured must be identified to SELLER by AGENT in writing not later than fifteen (15) days after the termination of this Agreement. Should an escrow deposit on a fully executed purchase and sale agreement and deposit receipt be forfeited, one-half shall belong to the undersigned SELLER and one-half shall belong to the above named AGENT as a fee for professional services.

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

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

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

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

6. SPECIAL CONDITIONS. SELLER hereby agrees that:

- (a) A "For Sale" sign may be placed on the PROPERTY.
- (b) The PROPERTY will be advertised at AGENT'S discretion in a manner consistent with its successful proposal to market the PROPERTY as submitted to SELLER.
- (c) SELLER may provide keys to any building(s) to AGENT. If keys are provided, then AGENT has permission to access such building(s) for the purpose of showing the PROPERTY to potential purchasers or their agents. Otherwise, access to such building(s) must be arranged with SELLER in advance.
- (d) Exterior pictures of the PROPERTY may be taken.
- (e) Interior pictures of the PROPERTY may be taken.

AGENT'S initials



- (f) Video/virtual tour photography is allowed at AGENT'S discretion.
- (g) AGENT may disclose the existence of other offers.
- (h) The PROPERTY listing data may be submitted to MLS and may be used for comparables.
- (i) The PROPERTY address and information may be displayed on public web sites.
- (j) SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
- (k) AGENT is authorized to accept a deposit with any prospective offer to purchase the PROPERTY.

7. ADDITIONAL PROVISIONS.

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

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

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

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

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

AGENT'S initials 

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

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

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

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

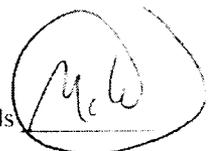
(g) AGENT acknowledges and agrees that any offer to purchase the PROPERTY must explicitly acknowledge and agree that the PROPERTY shall be transferred subject to a perpetual historic preservation easement limiting alterations and renovations to the exterior of the buildings included therein, such easement to be retained by SELLER.

(h) AGENT acknowledges and agrees that any offer to purchase the PROPERTY must explicitly acknowledge and agree to fulfill the following conditions of subdivision approval imposed by the City of Concord Planning Board:

(i) Within 90 days after the transfer of title to the PROPERTY the buyer shall install the six (6) required street trees shown on the subdivision plat referenced in Section 1 hereof. The Clerk of the City of Concord Planning Board may extend this time frame appropriately if the transfer occurs during winter.

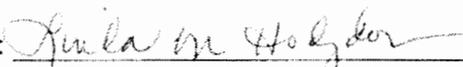
(ii) Within 90 days after the transfer of title to the PROPERTY the buyer shall reduce the width of the existing driveway from 85 feet to 24 feet. A driveway permit from the City of Concord Engineering Division shall be required for the work. The Clerk of the City of Concord Planning Board may extend this time frame appropriately if the transfer occurs during winter.

AGENT'S initials



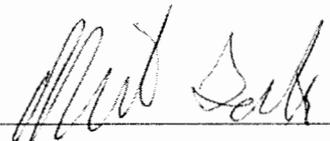
THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

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

By: 
Linda M. Hodgdon, Commissioner

Date: 12/19/14

GALLO REALTY GROUP NH, LLC ("AGENT")

By: 

Date: 12/15/14

Name (print): MIKE GALLO

Title (print): BROKER

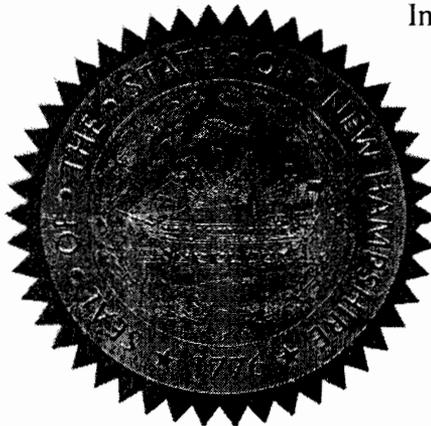
AGENT'S initials



State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of July, A.D. 2015

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

William M. Gardner
Secretary of State

**GALLO REALTY GROUP NH, LLC
MANAGER'S CERTIFICATE OF INCUMBENCY AND AUTHORITY**

I, Michael R. Gallo, being the sole Manager of Gallo Realty Group NH, LLC (the "LLC"), do hereby certify as follows:

1. I am the duly qualified and elected Manager of the LLC.
2. The LLC has been duly and properly authorized to take all actions necessary or desirable to enter into an Exclusive Listing Agreement with the State of New Hampshire (the "State") regarding the land and buildings located at 84 Iron Works Road, Concord, New Hampshire (the "Property"), and to act as the agent of the State for purposes of marketing and negotiating the sale of said Property.
3. I, as the Manager of the LLC, have been duly and properly authorized to negotiate and execute said Exclusive Listing Agreement on behalf of the LLC, and to deliver and/or execute such other documents and take such other actions on behalf of the LLC, as I may deem, in my sole discretion, to be necessary or desirable to further the transaction contemplated hereby.
4. Any and all prior actions taken by me on behalf of the LLC in furtherance of, or in connection with, the transaction contemplated hereby are hereby ratified and affirmed as the duly and properly authorized actions of the LLC.

Executed this 2nd day of December 2015.



Michael R. Gallo

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2015

PRODUCER (603) 883-5528
CORRIVEAU INSURANCE AGENCY, INC.
115 MAIN ST
P O BOX 369
NASHUA NH 03061-0369

INSURED
MICHAEL R GALLO & GALLO REALTY GROUP NH
34 Rundlett Hill Rd Ste 4
Bedford NH 03110-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: UNION MUTUAL OF VERMONT	25860
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BOP0140192	05/14/2015	05/14/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER BOPPR	BOP0140192	05/14/2015	05/14/2016	EDPMB								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS FOR PROOF OF INSURANCE.

CERTIFICATE HOLDER

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STATE OF NEW HAMPSHIRE
NH DEPT OF ADMINISTRATIVE SERV
25 CAPITAL ST
CONCORD NH 03301-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
[Signature]

