

# SELECT BOARD MEETING AGENDA

**DATE:** 6:00pm Monday, April 14, 2014

**HELD:** Public Safety Complex (2nd Floor Meeting Room) 20 George Bennett Rd, Lee

The Select Board reserves the right to make changes as deemed necessary during the meeting. Please limit your speaking time to 15 minutes.

1. **Call to Order - 6:00 pm**
2. **Public Comment**
3. **Board of Selectmen – Schedule Workshops**  
*Schedule a date for a workshop between the Board and the Library Building Committee, and one with the Recreation Commission*
4. **Julie Glover, Town Administrator – Application for Conservation Commission**  
*Present the Board with an Alternate member application for the Conservation Commission for review and action.*
5. **Frank DeRocchi and Mark Kustra – Lee Fair**  
*Request usage of the Town Field for the Lee Fair, set a date and address insurance and funding issues.*
6. **Julie Glover, Town Administrator – Public Safety Complex Meeting Room Policy**  
*Present the Board with a final draft for review*
7. **Linda Reinhold, Town Clerk**
  - a. **Appointment of Deputy Town Clerk/Tax Collector**  
*Request the Board approve the appointment of Rachel Deane as Deputy TC/TC*
8. **Selectman Bugbee**
  - a. **McGregor Ambulance Service**
  - b. **Accounting Package**
  - c. **Annual Audit**
  - d. **Undesignated Fund Balance**
9. **Julie Glover, Town Administrator Report**
  - LRP Usage Policy and Fees
  - Miscellaneous
10. **Consent Agenda Items - (Individual items may be removed by any Selectman for separate discussion and vote)**

## SIGNATURES REQUIRED

Intent to Excavate (2)  
Gravel Tax Levy (2)  
Abatements (5)  
Lee-Durham 2013 Perambulation Report  
Certification of Yield Taxes Assessed  
Yield Tax Levy  
Police Officer Scott Tingle's Oath of Office

## INFORMATION ONLY

PSNH 2014 Pole Attachment Guidelines and Application  
Unanticipated Revenue for the Lee Conservation Commission  
Lee Fireman's & Police Associations Appreciation Dinner  
Notice of Decision Veteran Resort-Chapel v Lee ZBA  
Catch Basin Cleaning & Tree Work Quote Results

11. **Acceptance of Non Public Minutes from March 17, 2014 and March 31, 2014.**
12. **Review and/or make changes to Minutes from March 17, 2014 and March 31, 2014.**
13. **Acceptance of Public Minutes from March 31, 2014.**
14. **Acceptance of Manifest #20 and Weeks Payroll Ending April 13, 2014**
15. **Miscellaneous/Unfinished Business**

## 16. Non-Public

- a. RSA 91-A:3 II (a) – Personnel
- b. RSA 91-A:3 II (a) – EMD
- c. RSA 91-A:3 II (a) – Transfer Station
- d. RSA 91-A:3 II (a) – Police Chief

## 17. Adjournment

**Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on April 11, 2014**

Individuals needing assistance or auxiliary communication equipment due to sensory impairment or other disabilities should contact the Town Office at 659-5414. Please notify the town six days prior to any meeting so we are able to meet your needs.



**TOWN of LEE**  
7 MAST RD, LEE, NH 03861  
(603) 659-5414

Office Use Only

Meeting Date: April 14, 2014

Agenda Item No. 4

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**4/14/2014**

**Agenda Item Title: Applications for Committees, Commissions and Boards**

**Requested By: Board of Selectmen 4/8/2014**

**Contact Information: 603-659-5414**

**Presented By: Julie Glover, Town Administrator**

**Description: Present the Board with an Alternate member application for the Conservation Commission for review and action.**

**Financial Details: N/A**

**Legal Authority NH RSA 673:2; 673:3; 673:4-b; 36-A:3; 35-B:4**

**Legal Opinion: Enter a summary; attach copy of the actual opinion**

**REQUESTED ACTION OR RECOMMENDATIONS:**

**Motion: To approve the following appointment to a 3 year term ALTERNATE position:  
Amanda Gourgue to the Conservation Commission.**



**TOWN of LEE, NEW HAMPSHIRE**  
7 Mast Road, Lee, New Hampshire 03861

**APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION OR  
COMMITTEE POSITION WITHIN THE TOWN OF LEE.**

Applicant's Name: Amanda Gourgue

Address: 61 Thompson Mill Road, Lee, NH 03861 Phone/Cell: (603) 591-3384

# of Years as a Resident: 28

Email address: agourgue@gmail.com

Full Membership (3 year term) position applying for: \_\_\_\_\_

Term Expires on the following date: \_\_\_\_\_

Alternate Position (3 year term) position applying for: Conservation Committee

Term Expires on the following date: 2014 - 2017

I feel the following experience and background qualifies me for this position: \_\_\_\_\_

I have sat in on the committee's meetings since January 2014 but before that I read all the 2013 minutes. I have a Master of Business Administration with a concentration in sustainability and I have a Masters of Environmental Law and Policy. I am currently an Executive Director of a non profit that protects a beach in Massachusetts. Please see my resume for more details.

*Amanda Gourgue*

Signature

4/3/14

Date

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Board of Selectmen's Meeting to express their interest. Applicants will be notified of the meeting date in advance. Thank you for your application and interest in the Town of Lee.



# AMANDA L. GOURGUE

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61 Thompson Mill Road • Lee, NH 03861 • (603) 591-3384 • agourgue@gmail.com

## EDUCATION

**Vermont Law School**, South Royalton, VT

Master of Environmental Law and Policy, August 2013

- Relevant Coursework: Dispute Resolution, Natural Resources Law, Writing and Advocacy and Environmental Law

**Antioch University**, Keene, NH

MBA in Sustainability, April 2013

- Relevant Coursework: Finance, Teamwork & Diversity, Ecological Economics, and Supply Chain Management
- Independent Study on how people make decisions and how those decisions can be influence to make the sustainable choice?

**Johnson & Wales University**, Providence, RI

BS, *magna cum laude*, Hotel-Restaurant/Institutional Management, August 2001

- Concentration in Leadership

## PROFESSIONAL EXPERIENCE

**Revere Beach Partnership**, Revere, MA

*Executive Director*

2013 - Present

- Generated \$73,140 in 2013, which \$41,945 was new money to the organization in corporate and individual sponsors. Also in 2013, wrote four grant proposals that resulted in \$230,500 in grants (one grant is for \$60,000 every year for the three years).
- Produced and managed the Revere Beach National Sand Sculpting Festival, which has 350,000 - 500,000 participants and includes sculptors, food trucks and non-stop entertainment for three days.
- Developed a three-year strategic plan that included short, medium and long-term goals and assisted in carrying out these goals.

**Meeting Revolution**, Lee, NH

*Chief Meeting Revolutionist*

2008 - Present

- Produced 80% of new business through referrals by fostering excellent relationships and building trust and rapport with customers.
- Experienced speaker, trainer, and workshop presenter for the sustainability industry.
- Recognized as an industry leader for contributions towards a sustainable events industry, including the ASTM/APEX Green Meeting Event Standards, ISO 20121 Green Event Management Standard and the USGBC Green Venue Guide.

**Seacoast Science Center**, Rye, NH

*Development/Executive Director Intern*

2012 - 2012

- Developed annual fundraising, corporate membership and planned giving campaigns.
- Assisted in fundraising activities, including the 20<sup>th</sup> Anniversary Benefit Bash, which brought in over \$50,000 in new money.
- Created brochures, displays, website and annual report materials that tells the story of Seacoast Science Center and reported their successes.

**Archaeological Institute of America**, Boston, MA

*Conference and Meeting Manager*

2007 - 2008

- Increased advertising income by \$4,550, which is 195% higher than the previous annual meeting.
- Boosted exhibitor sales by 15 booths, which created an additional \$10,000 in income.
- Expanded advertising of annual meeting and increased registration by 300 people, which equaled \$23,000.

## INDUSTRY ASSOCIATIONS

- Sierra Club, New Hampshire Chapter, Fundraising and Political committee, 2014 - Present
- Lee Conservation Committee, member, 2014 - Present
- US Green Building Council, New Hampshire Chapter, founding member, 2008 - Present
- Meeting Professionals International - New England Chapter, member, 2005 - Present



**TOWN of LEE**  
 7 MAST RD, LEE, NH 03861  
 (603) 659-5414  
 Email: dduval@leenh.org

Office Use Only	
Meeting Date:	<u>4/14/14</u>
Agenda Item No.	<u>5</u>

<sup>14</sup>  
4-21-14 **BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
 (Meeting Date Requested)

Agenda Item Title: TOWN OF LEE FAIR 2014

Requested By: FRANK DE ROCCHI Date: 4/3/2014

Contact Information: 603-659-6879

Presented By: FRANK DE ROCCHI + MARK KUSTRA

Description: REQUEST USAGE OF TOWN FIELD  
FOR DEVELOP PLAN FOR DATES -  
ADDRESS INSURANCE + FUNDING ISSUES

Financial Details: \_\_\_\_\_

Legal Authority  
 (usually NH RSA or Town Ordinance/Policy): \_\_\_\_\_

Legal Opinion: \_\_\_\_\_

**REQUESTED ACTION OR RECOMMENDATIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**TOWN of LEE**  
7 MAST RD, LEE, NH 03861  
(603) 659-5414

Office Use Only

Meeting Date: April 14, 2014

Agenda Item No. 6

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**4/14/2014**

**Agenda Item Title: Meeting Room Policy**

**Requested By: Board of Selectmen**

**Date: 4/8/2014**

**Contact Information: 603-659-5414**

**Presented By: Town Administrator Julie Glover**

**Description: Present to the Board a final draft of the Public Safety Complex Meeting Room Policy for review.**

**Financial Details:** Enter Estimated Cost, if any, funding source, etc.

**Legal Authority** NH RSA 41:11-a

**Legal Opinion:** Enter a summary; attach copy of the actual opinion

**REQUESTED ACTION OR RECOMMENDATIONS:**

**MOTION: Move to approve the revised Public Safety Complex Meeting Room Policy as presented or**

**MOTION: Move to Table until further changes can be executed.**



# Town of Lee, NH

## Meeting Room Policy

### Public Safety Complex

#### PURPOSE

In order to provide ~~residents~~~~the citizens~~ of Lee the ~~opportunity to enjoy the~~ use of facilities managed by the Town, while at the same time recognizing that the primary responsibility is to provide for uninterrupted municipal ~~government~~ services, the Board of Selectmen has established the following ~~requirements~~ to direct and govern the use and care of the Meeting Rooms at the Public Safety Complex.

#### Eligibility Criteria

Town of Lee Boards, Commissions, Committees, Town Departments, Lee Public Library, and Non-profit Organizations which involve and/or benefit a significant number of Lee residents, are permitted to use the meeting rooms. Although these activities will typically be Lee-based, they may include regional or statewide groups, including State or Federal Government-related activities, ~~which as long as they~~ have a ~~direct~~ tangible connection with municipal government. All meetings and events must be scheduled through the Selectmen's office.

No group using the room may discriminate on the basis of race, creed, color, age, sexual orientation, disability, gender, religion, national origin or citizenship status. Meetings and programs must be free and membership to the organization must be open to the public. The rooms are not ~~open available for~~ private functions; i.e. birthday parties, anniversary parties, baby showers or bridal showers.

~~Priority~~ Use of the ~~meeting~~ rooms shall be ~~prioritized as follows:~~ governed in the following order:

1. Town Boards, Committees, Commissions, Departments, and the Lee Public Library
2. State and/or Federal Government
3. Lee-based non-profit, civic organizations, ORCSD
4. Regional non-profit, civic-organizations

The Town reserves the right to "bump" scheduled groups in the event a priority user requires a meeting room. Reasonable effort will be made to provide as much notice ~~and accommodation~~ as possible to the displaced group. **The Town Administrator and/or the Board of Selectmen reserve the right to revoke the use of the meeting rooms or change the room assignment at any time.**

**The Town of Lee assumes and bears no responsibility whatsoever for personal injury to any member, affiliated person, guest, invitee, or licensee of the using organization.** Anyone entering and exiting the Public Safety Complex should be aware ~~at all times~~ that first responders and emergency vehicles may, at any time, be driving into or out of the driveway, bays, and/or parking areas. Exercise extreme caution!

**Meeting Rooms:** The Public Safety Complex has a large training/conference area on the first floor. Use of the kitchen may be permitted, but any group wanting to do so needs ~~to make the~~ request ~~this~~ in advance, with specific information regarding the type of use (i.e. light refreshments or use of the stove.) Alcoholic beverages/smoking are ~~strictly~~ prohibited. There are two meeting rooms on the second floor, including the room that is used primarily for the Board of Selectmen; however, other uses may be permitted. The occupancy limit for each of the ~~spaces-rooms~~ is as follows:

First Floor Meeting Room – max. capacity is 186 standing or 86 with seating  
2<sup>nd</sup> floor Board Room – max. capacity is 127 standing or 59 with seating  
2<sup>nd</sup> floor Bunk Room - 10-12 seated

All attendees MUST be aware of all labeled parking areas and MUST obey all traffic patterns as marked. Entry (and exit) into the building should be via the front entrance only for safety reasons.

**Reservation Responsibilities:** An individual ~~authorized having authority~~ to represent ~~their~~ group or organization shall contact the Selectmen's Office to schedule the use of a meeting room. If a key is needed to access the Public Safety Complex, the contact person from the group or organization shall also be responsible to make arrangements to pick up and sign for the building key from the Town Secretary no more than 24 hours in advance, unless the function is on a Sunday. ~~This same member of the group or organization shall be responsible for returning t~~The key ~~shall be returned~~baek to the Town Secretary within 24 hours of the end of the function unless it is on a Friday or Saturday (in which case the key should be placed in the Selectmen's Drop Box at Town Hall no later than Monday morning.) ~~The potential exists that the~~A meeting or event ~~may might~~ need ~~to~~ be cancelled or abbreviated depending on emergency calls, weather, and other circumstances. **The Town is not responsible for any cost or inconvenience incurred by the ~~organization-cancellation, or individuals.~~**

### Rules and Regulations:

1. The meeting rooms are available on a first-come, first-serve basis, within the priority uses described above. There will be no charge for regular use of the meeting rooms for groups directly affiliated with the Town of Lee. The Town reserves the right to charge fees for meetings that extend beyond regular hours or for extraordinary use of the rooms that would place an extra burden on Town staff. No meeting may be scheduled on a Town Holiday.
2. Application for first-time use of a meeting room must be done in writing at least 30-days in advance of the first requested date of use on the form provided. The person who ~~is authorized to is the legal~~ authority representing the group or organization shall be responsible for signing the application form. First-time users must receive approval from the Board of Selectmen ~~before~~ scheduling a meeting room.
  - a. **Town Boards, Committees, Commissions, Departments, and/or the Lee Public Library are not required to submit an application or receive approval from the Board of Selectmen in order to use a meeting room. However, meetings still need to be scheduled through the Selectmen's Office.**
  - b. First time users are ~~urged~~required to tour the facility to understand the emergency vehicle traffic pattern prior to the event. Contact the Fire Department to schedule a tour @ 659-5411.
  - c. Permission for use of a meeting room is not transferable to any other individual or group.



- d. All groups or organizations using the meeting rooms on an on-going basis must re-apply annually after April 1<sup>st</sup>.
3. An overhead projector and screen are available in the first floor meeting room and the second floor Board Room; however, groups must provide a laptop. Any damage done to the equipment shall be the financial responsibility of the user and shall be reported to the Selectmen's Office at the start of the following business day. Equipment malfunctions should also be reported. No other Town-owned equipment may be used, including telephones, photocopiers, faxes, computers, etc.
4. Use of Town meeting rooms does not constitute endorsement by the Town of a program or points of view expressed. No advertisement or announcement implying sponsorship, co-sponsorship, or approval by the Town may be used-made unless written permission ~~to do so~~ has been previously granted by the Board of Selectmen. Any advertisement concerning events or meetings ~~at the Town in any Town meeting~~ other than those by a Board, Committee, Commission, or Department of the Town or the Lee Public Library shall bear the following notice: "This activity is solely the responsibility of (name of the organization here) and not sponsored or endorsed or approved by the Town of Lee."
5. A group may not advertise, sell or solicit products, services or memberships in the meeting room. No products, services or memberships may be advertised, solicited or sold. An exception may be made for fundraising activities of the Town, a recognized Friends group, or the Fire and/or Police Association, or for the sale of materials related to a program sponsored by the Town, a recognized Friends group, or the Fire and/or Police Association
6. Groups using the meeting room may not charge fees; nor may a collection be taken for the meeting or activity. Voluntary donations toward refreshments may be solicited through the use of a labeled container on the refreshment table. Groups that normally collect dues from members may do so, but dues payment cannot be a requirement for attending the meeting, nor are non-members to be approached or solicited for money at the meeting.
7. Smoking and alcoholic beverages are prohibited in all Town facilities.
8. Use of Town meeting rooms should not interfere with the use of other portions of the Town facilities by Town employees or Town officials. Therefore, eEach group or organization shall be responsible for maintaining order and discipline ~~at all times at their event~~, and the group shall designate an ~~responsible~~ adult who is in charge of maintaining order who shall remain present for the full duration of the event. Any and all activities of the group using the Public Safety Complex shall be restricted to the assigned meeting room. Rough housing and running inside of the building and in and around parking areas is strictly forbidden. The Town does not assume liability for injuries or damage to personal property, which occur as a result of actions of the sponsors or participants.
  - a. Groups using the rooms are responsible for the following: setting up the room for the event, proper supervision, costs arising from any damage or loss to the room(s) during use, and for the cleanliness of the facilities at the close of the meeting to the satisfaction of the Town. It is the group's responsibility to take their garbage with them. Groups are expected to leave the room in the same condition it was in before the activity began. Failure to do so shall result in cleaning fees, charges for damages and/or the cancellation of any further room reservationsprivileges.
  - b. Nothing should be mounted-attached to any walls, doors or other surfaces.

c. Any ~~minorsechildren~~ in attendance must be ~~properly~~ supervised ~~at all times~~ by ~~an adultone or more adults~~ who ~~is are~~ at least 21 years of age. All ~~minorsechildren~~ should be escorted into and out of the building by ~~an responsible~~ adult utilizing the Main Entrance.

d. All doors and windows must be securely locked and all lights turned off before the group vacates the building. **This includes the front door. Thermostat settings should be returned to their original settings.**

e. The person in charge of the meeting or event is the individual who signed the application. This person is fully responsible for ensuring that all rules, regulations and laws are followed by all persons in attendance. This person is financially responsible for damages that occur, proper supervision and actions of the participants, and for a satisfactory clean-up and lock up of the facility. Application for use, and use of the facility, constitutes agreement to this provision.

9. ~~All participants should be aware that t~~There may be other meetings and events in the building at the same time and all groups are ~~asked~~ to be respectful of other groups in the building, especially with respect to noise levels.

10. The Town of Lee shall not provide insurance coverage to any outside groups or organizations meeting in the Public Safety Complex. Each group or organization shall provide a valid Certificate of Insurance with the Town named as an additional insured prior to using the room, with policy limits of a minimum of \$1,000,000 per occurrence.

11. The Town and its employees are not responsible for any items left in the facility. A "Lost & Found" box is located outside the first floor meeting room as a convenience. It is preferred that items not be turned in to the Police Department, as they may be required to ~~be held ashold it in~~ evidence, and therefore not eligible to be released to its rightful owner for a period of days. However, items found that are of significant value should be given to the Police Department.

13. ~~The Town, through T~~the Town Administrator ~~and/or~~ Board of Selectmen, ~~may reserves the right to~~ deny use of a room for any reason, even if the group or organization had prior use of the room(s). Groups denied the use of a meeting room by the Town Administrator may appeal the decision to the Board of Selectmen in writing within ten days from the date of denial ~~of use~~. The Board will provide a written decision within thirty (30) days of the receipt of the written appeal and the decision of the Board will be final.

a. A group or organization that is denied on appeal may be eligible to reapply for use of a meeting room in one year from the date of the Board's written decision.

b. Any violation of this policy, Town Ordinances, State and/or Federal law, or compromise of any other mutually accepted condition of use, including the repeated failure to utilize a reserved room without first giving at least 24 hours prior cancellation notice to the Selectmen's office, may result in a group being barred from use of the meeting rooms permanently.



Office Use Only

Date Received: \_\_\_\_\_

BOS Approved: \_\_\_\_\_

Insurance Cert: Y \_\_\_ N \_\_\_

### TOWN OF LEE MEETING ROOM APPLICATION FORM

Users agree to provide a Certificate of Insurance to the Town with an endorsement demonstrating that the Town of Lee and its officials, agents, volunteers and employees are named as an additional insured.

All advertisements, announcements, press releases, flyers, etc., relating to meetings and/or events must contain the disclaimer: "This event is not sponsored by the Town of Lee"

Date of Application: \_\_\_\_\_

Name of Group: \_\_\_\_\_

Purpose of Event or Meeting: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Event Supervisor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Number of People: \_\_\_\_\_

Date(s) of Use: \_\_\_\_\_ Time of Use: \_\_\_\_\_

Will food or beverages be served? \_\_\_\_\_ Do you require the use of the kitchen; if so, provide extent of use: \_\_\_\_\_

Please indicate on the reverse any special arrangements requested.

**IN CONSIDERATION OF PERMISSION GRANTED by the Town of Lee, County of Strafford, State of New Hampshire, to use Lee's Meeting Rooms for the purpose indicated above, I, the undersigned representative of the above group/organization and all its members, hereby and forever discharge, release, indemnify, and hold harmless the Town of Lee, its successors and assigns, agents and employees from all debts, claims, demands, damages, actions and causes of action whatsoever, which we may now have or may hereafter have, as a result of our use of the Meeting Room(s). I attest that I/we do not, ~~as a matter of policy or practice,~~ discriminate against any person on the basis of race, color, religion, national origin, handicap status, age, marital status, sexual orientation, or gender.**

**I have read and agree to abide by the Town of Lee Meeting Room Policy. I shall be responsible for all our participants and guests. I, the undersigned, have read this contract and understand all of its terms and I sign this release voluntarily and with full knowledge of its significance.**

Signature of Legally Responsible Person: \_\_\_\_\_

Print Name: \_\_\_\_\_

**ATTACH CERTIFICATE OF INSURANCE**





# Town of Lee, NH

## Meeting Room Policy

### Public Safety Complex

#### PURPOSE

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are prohibited. There are two meeting rooms on the second floor, including the room that is used primarily for the Board of Selectmen; however, other uses may be permitted. The occupancy limit for each of the rooms is as follows:

- First Floor Meeting Room – max. capacity is 186 standing or 86 with seating
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#### **Rules and Regulations:**

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  - a. Town Boards, Committees, Commissions, Departments, and the Lee Public Library are not required to submit an application or receive approval from the Board of Selectmen in order to use a meeting room. However, meetings still need to be scheduled through the Selectmen’s Office.
  - b. First time users are required to tour the facility to understand the emergency vehicle traffic pattern prior to the event. Contact the Fire Department to schedule a tour @ 659-5411.
  - c. Permission for use of a meeting room is not transferable to any other individual or group.
  - d. All groups or organizations using the meeting rooms on an on-going basis must re-apply annually after April 1<sup>st</sup>.

3. An overhead projector and screen are available in the first floor meeting room and the second floor Board Room; however, groups must provide a laptop. Any damage done to the equipment shall be the financial responsibility of the user and shall be reported to the Selectmen's Office at the start of the following business day. Equipment malfunctions should also be reported. No other Town-owned equipment may be used, including telephones, photocopiers, faxes, computers, etc.
4. Use of Town meeting rooms does not constitute endorsement by the Town of a program or points of view expressed. No advertisement or announcement implying sponsorship, co-sponsorship, or approval by the Town may be made unless written permission has been previously granted by the Board of Selectmen. Any advertisement concerning events or meetings other than those by a Board, Committee, Commission, or Department of the Town or the Lee Public Library shall bear the following notice: "This activity is solely the responsibility of (name of the organization here) and not sponsored or endorsed or approved by the Town of Lee."
5. A group may not advertise, sell or solicit products, services or memberships in the meeting room. An exception may be made for fundraising activities of the Town, a recognized Friends group, or the Fire and/or Police Association, or for the sale of materials related to a program sponsored by the Town, a recognized Friends group, or the Fire and/or Police Association
6. Groups using the meeting room may not charge fees; nor may a collection be taken for the meeting or activity. Voluntary donations toward refreshments may be solicited through the use of a labeled container on the refreshment table. Groups that normally collect dues from members may do so, but dues payment cannot be a requirement for attending the meeting, nor are non-members to be approached or solicited for money at the meeting.
7. Smoking and alcoholic beverages are prohibited in all Town facilities.
8. Use of Town meeting rooms should not interfere with the use of other portions of the Town facilities by Town employees or Town officials. Therefore, each group or organization shall be responsible for maintaining order and discipline and the group shall designate an adult who is in charge of maintaining order who shall remain present for the duration of the event. Any and all activities of the group using the Public Safety Complex shall be restricted to the assigned meeting room. Rough housing and running inside of the building and in and around parking areas is strictly forbidden. The Town does not assume liability for injuries or damage to personal property, which occur as a result of actions of the sponsors or participants.
  - a. Groups using the rooms are responsible for the following: setting up the room for the event, proper supervision, costs arising from any damage or loss to the room(s) during use, and for the cleanliness of the facilities at the close of the meeting to the satisfaction of the Town. It is the group's responsibility to take their garbage with them. Groups are expected to leave the room in the same condition it was in before the activity began. Failure to do so shall result in cleaning fees, charges for damages and/or the cancellation of any further room privileges.
  - b. Nothing should be attached to any walls, doors or other surfaces.
  - c. Any minors in attendance must be supervised by an adult who is at least 21 years of age. All minors should be escorted into and out of the building by an adult utilizing the Main Entrance.

- d. All doors and windows must be securely locked and all lights turned off before the group vacates the building. **This includes the front door. Thermostat settings should be returned to their original settings.**
  - e. The person in charge of the meeting or event is the individual who signed the application. This person is fully responsible for ensuring that all rules, regulations and laws are followed by all persons in attendance. This person is financially responsible for damages that occur, proper supervision and actions of the participants, and for a satisfactory clean-up and lock up of the facility. Application for use, and use of the facility, constitutes agreement to this provision.
9. There may be other meetings and events in the building at the same time and all groups are to be respectful of other groups in the building, especially with respect to noise levels.
10. The Town of Lee shall not provide insurance coverage to any outside groups or organizations meeting in the Public Safety Complex. Each group or organization shall provide a valid Certificate of Insurance with the Town named as an additional insured prior to using the room, with policy limits of a minimum of \$1,000,000 per occurrence.
11. The Town and its employees are not responsible for any items left in the facility. A “Lost & Found” box is located outside the first floor meeting room as a convenience. It is preferred that items not be turned in to the Police Department, as they may be required to be held as evidence, and therefore not eligible to be released to its rightful owner for a period of days. However, items found that are of significant value should be given to the Police Department.
13. The Town Administrator or Board of Selectmen, may deny use of a room for any reason, even if the group or organization had prior use of the room(s). Groups denied the use of a meeting room by the Town Administrator may appeal the decision to the Board of Selectmen in writing within ten days from the date of denial. The Board will provide a written decision within thirty (30) days of the receipt of the written appeal and the decision of the Board will be final.
- a. A group or organization that is denied on appeal may be eligible to reapply for use of a meeting room in one year from the date of the Board’s written decision.
  - b. Any violation of this policy, Town Ordinances, State and/or Federal law, or compromise of any other mutually accepted condition of use, including the repeated failure to utilize a reserved room without first giving at least 24 hours prior cancellation notice to the Selectmen’s office, may result in a group being barred from use of the meeting rooms permanently.



Office Use Only

Date Received: \_\_\_\_\_

BOS Approved: \_\_\_\_\_

Insurance Cert: Y \_\_\_ N \_\_\_

### TOWN OF LEE MEETING ROOM APPLICATION FORM

Users agree to provide a Certificate of Insurance to the Town with an endorsement demonstrating that the Town of Lee and its officials, agents, volunteers and employees are named as an additional insured.

All advertisements, announcements, press releases, flyers, etc., relating to meetings and/or events must contain the disclaimer: "This event is not sponsored by the Town of Lee"

Date of Application: \_\_\_\_\_

Name of Group: \_\_\_\_\_

Purpose of Event or Meeting: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Event Supervisor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Number of People: \_\_\_\_\_

Date(s) of Use: \_\_\_\_\_ Time of Use: \_\_\_\_\_

Will food or beverages be served? \_\_\_\_\_ Do you require the use of the kitchen; if so, provide extent of use: \_\_\_\_\_

Please indicate on the reverse any special arrangements requested.

**IN CONSIDERATION OF PERMISSION GRANTED by the Town of Lee, County of Strafford, State of New Hampshire, to use Lee's Meeting Rooms for the purpose indicated above, I, the undersigned representative of the above group/organization and all its members, hereby and forever discharge, release, indemnify, and hold harmless the Town of Lee, its successors and assigns, agents and employees from all debts, claims, demands, damages, actions and causes of action whatsoever, which we may now have or may hereafter have, as a result of our use of the Meeting Room(s). I attest that I/we do not, discriminate against any person on the basis of race, color, religion, national origin, handicap status, age, marital status, sexual orientation, or gender.**

**I have read and agree to abide by the Town of Lee Meeting Room Policy. I shall be responsible for all our participants and guests. I, the undersigned, have read this contract and understand all of its terms and I sign this release voluntarily and with full knowledge of its significance.**

Signature of Legally Responsible Person: \_\_\_\_\_

Print Name: \_\_\_\_\_

ATTACH CERTIFICATE OF INSURANCE



**TOWN of LEE**  
7 MAST RD, LEE, NH 03861  
(603) 659-5414

Office Use Only	
Meeting Date:	<u>4/14/14</u>
Agenda Item No.	<u>7a</u>

**BOARD OF SELECTMEN  
MEETING AGENDA REQUEST**

April 14, 2014 (Meeting Date Requested)

Agenda Item Title: Appointment of Deputy Town Clerk/Tax Collector

Requested By: Linda Reinhold Date: 4/9/2014

Contact Information: \_\_\_\_\_

Presented By: \_\_\_\_\_

Description: Appoint Rachel Deane as Deputy TC/TC

Financial Details: In budget already

Legal Authority NH RSA 41:38 and 41:18  
(Usually NH RSA and/or Town Ordinance/Policy):

Legal Opinion: \_\_\_\_\_

**REQUESTED ACTION OR RECOMMENDATIONS:**

Approve

To: RACHEL DEANE of Lee, New Hampshire in the **County of Strafford:**

Whereas, there is a vacancy in the office of Deputy Town Clerk/Tax Collector and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said named above, upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties and be subject to the liabilities of such office until another is appointed in your stead.

Given under our hands, this \_\_\_\_\_ day of \_\_\_\_\_, 2014

.....> **Board Of Selectmen**  
.....>  
.....>

I, \_\_\_\_\_, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as the Deputy Town Clerk/Tax Collector according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the **State of New Hampshire - So help me God.**

**STATE OF NEW HAMPSHIRE  
STRAFFORD COUNTY**

Personally appeared the above named \_\_\_\_\_ took and subscribed the foregoing oath. Before me,

.....  
**Town Clerk**

Date: \_\_\_\_\_, 20\_\_\_\_

Received and Recorded:  
\_\_\_\_\_



**TOWN of LEE**  
7 MAST RD, LEE, NH 03861  
(603) 659-5414

Office Use Only

Meeting Date: April 14, 2014

Agenda Item No. 9

**BOARD OF SELECTMEN  
MEETING AGENDA REQUEST**

**3/17/2014**

**Agenda Item Title: Little River Park Usage Policy and Fees**

**Requested By: Julie Glover, Town Administrator** **3/13/2014**

**Contact Information: 603-659-5414**

**Presented By: Julie Glover, Town Administrator**

**Description:** No fee for the use of Little River Parks will be charged for activities sponsored by the following:

1. Town of Lee and/or Lee Recreation Commission
2. Oyster River Youth Association
3. The ORCSD and/or individual schools within the District
4. Lee-based Youth groups (Boy/Girl Scouts, 4-H, etc.).
5. Lee-based Non-profit organizations (501 c3)

**Scheduling Priorities**

If there is a conflict in the scheduling of events consideration will be given in the following order:

1. Use for Town of Lee Events
2. Use for Oyster River Youth Association activities.
3. Use for Oyster River community's recreational programs.
4. Use for educational, cultural, civic and/or governmental programs.
5. All other acceptable uses.

**Financial Details: Current Babe Ruth Field fee is \$35/hr; no fee yet established for Multi-Purpose Field**

**Legal Authority** NH RSA 41:11-a; 35-B, Memorandum of Understanding between Town of Lee and ORYA

**Legal Opinion:** Enter a summary; attach copy of the actual opinion

**REQUESTED ACTION OR RECOMMENDATIONS:**

MOTION: Move to approve adding ORYA's proposed language to the Little River Park Usage Policy.  
AND  
Establish a fee of \$ \_\_\_\_\_/hr. for the Multi-Purpose Field





## Recreational Fields Usage Agreement

Town of Lee, 7 Mast Road, Lee NH 03861  
Phone (603) 659-5414/ [www.leenh.org](http://www.leenh.org)

Name of Organization/Group/Person: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

Field(s) Requested:	<input type="checkbox"/>	Little River Park Baseball Field	\$35.00/game
	<input type="checkbox"/>	Little River Park Multi-Purpose Field	
	<input type="checkbox"/>	LRP Playground /Picnic Tables	No Fee
	<input type="checkbox"/>	Town Field (at Mast Way)	No Fee

Details (description of activity): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates & Times: \_\_\_\_\_

*(Attach schedule if more than three dates)*

### Rules & Regulations Governing Use of Town of Lee Recreation Facilities

1. All groups and organizations will assume liability for their own members and the actions thereof. Any damage resulting to the facility, equipment, or other Town of Lee property will be billed to the responsible party. Users are responsible for the safety of their participants and guests at all times. All participants, spectators and guests must realize the inherent danger of using this facility and shall release the Town of Lee of any and all liability for personal injury and/or property damage upon arriving at the facility. Users must not use the facility if they discover an unsafe condition, and they must report all unsafe conditions to the Selectmen's Office immediately.
2. Users agree to provide a Certificate of Insurance to the Town with an endorsement demonstrating that the Town of Lee and its officials, agents, volunteers and employees are named as an additional insured in accordance with the Town's Insurance Requirements.
3. The Town of Lee reserves the right to close the facility when the weather conditions or other concerns have created hazardous field conditions. The Town of Lee, at any time, at its discretion reserves the right to change, or amend the foregoing regulations or withdraw any group, organization or person the privilege of using Park facilities within its discretion.



## Recreational Fields Usage Agreement

Town of Lee, 7 Mast Road, Lee NH 03861  
Phone (603) 659-5414/ [www.leenh.org](http://www.leenh.org)

4. Little River Park is a "Carry-in, Carry-Out" facility. All trash shall be removed and properly disposed of by Park users. Glass containers are prohibited. All users are responsible for removal of their personal property from the park after each use or game. The Town shall not be responsible for any personal property left at the Park.
5. All parking shall occur in designated graveled parking areas and shall not occur on any grassed area. All parking signs shall be followed.
6. All dogs must be on a leash at all times. Dogs and other animals are not allowed on any of the playing fields. Dog owners are responsible for removing their dog's waste from Park grounds.
7. All activities should be stopped as soon as you hear thunder or see lightning, or observe dark threatening clouds developing overhead. All participants should remove themselves to a safe location. According to the National Weather Service, ***the only completely safe action is to quickly get inside a safe building or vehicle.*** You are ***not safe*** anywhere outside. Stay inside until 30 minutes after you hear the last clap of thunder. Do ***not*** shelter under trees.
8. **NO ALCOHOLIC BEVERAGES, PROFANITY, and OBJECTIONABLE LANGUAGE OR DISORDERLY CONDUCT:** Those violating such prohibitions will be ejected from the premises & may have compromised future park use.

**IN CONSIDERATION OF PERMISSION GRANTED by the Town of Lee, County of Strafford, State of New Hampshire, to use Lee's Recreational Fields for the purpose indicated above, I the undersigned representative of the above group/organization and all its members, hereby and forever discharge, release, indemnify, and hold harmless the Town of Lee, its successors and assigns, agents and employees from all debts, claims, demands, damages, actions and causes of action whatsoever, which we may now have or may hereafter have, as a result of our use of Lee's Recreational Fields, I attest that I/we do not, as a matter of policy or practice, discriminate against any person on the basis of race, color, religion, national origin, handicap status, age, marital status, sexual orientation, or gender.**

**I have read and agree to abide by the Rules & Regulations and this Agreement. I will be responsible for all our participants, coaches and guests. I, the undersigned, have read this contract and understand all its terms. I sign this release voluntarily and with full knowledge of its significance.**

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## Julie Glover

---

**From:** Nick Scuderi <nick@oryarec.org>  
**Sent:** Tuesday, March 11, 2014 2:23 PM  
**To:** 'Julie Glover'  
**Subject:** may help for Monday

**Expires:** Wednesday, April 15, 2015 12:00 AM

### My proposal For Little River Park precedence/fee schedule

#### GROUPS

No fee for the use of town facilities will be charged for activities sponsored by the following:

##### A. Town/School District

1. The individual schools or school districts.
2. School related organizations (PTO, Teachers' Guild, etc.). No fee other than insurance costs for the use of town facilities will be charged for activities sponsored by the categories listed below. This assumes that during the time the facility is in use it is being monitored and left in the same or better condition than it was received. If personnel are needed the cost of these personnel shall be borne by the user. Such cost will be charged also in the event the facility is not left in an acceptable state.

##### B. Community/Municipality Based in the Oyster River School District

1. Youth groups (ORYA, Boy/Girl Scouts, 4-H, etc.).
2. Community service organizations (Lee Historical Society, Red Cross, League of Women Voters, etc.).
3. Local government (elections, town meetings, budget hearings, etc.). For the following groups, a custodial, equipment, and/or room rental fee will be charged at a rate set by the School Board.

#### Fee groups

##### C. Outside Groups/Non profit (proof may be required 501(c)3 Certificate of Tax Exemption)

1. Any group that does not fall in the above listed category and any groups not sponsored by the Town of Lee or Oyster River Youth Association.

##### D. Outside Groups For Profit

#### Rental Priorities

If there is a conflict in the scheduling of events in school facilities, consideration will be given in the following order:

1. Use for Town of Lee Events
2. Use for Oyster River Youth Association activities.
3. Use for Oyster River community's recreational programs.
4. Use for educational, cultural, civic and/or governmental programs.
5. All other acceptable uses.

### My proposal For Little River Park

#### GROUPS

No fee for the use of town facilities will be charged for activities sponsored by the following:

##### A. Town/School District

1. The individual schools or school districts.
2. School related organizations (PTO, Teachers' Guild, etc.). No fee other than insurance costs for the use of town facilities will be charged for activities sponsored by the categories listed below. This assumes that during the time the facility is in use it is being monitored and left in the same or better condition than it was received. If personnel are needed the cost of these personnel shall be borne by the user. Such cost will be charged also in the event the facility is not left in an acceptable state.

##### B. Community/Municipality Based in the Oyster River School District

1. Youth groups (ORYA, Boy/Girl Scouts, 4-H, etc.).
2. Community service organizations (Lee Historical Society, Red Cross, League of Women Voters, etc.).
3. Local government (elections, town meetings, budget hearings, etc.). For the following groups, a custodial, equipment, and/or room rental fee will be charged at a rate set by the School Board.

Fee groups

C. Outside Groups/Non profit (proof may be required 501(c)3 Certificate of Tax Exemption)

2. Any group that does not fall in the above listed category and any groups not sponsored by the Town of Lee or Oyster River Youth Association.

D. Outside Groups For Profit

Rental Priorities

If there is a conflict in the scheduling of events in school facilities, consideration will be given in the following order:

1. Use for Town of Lee Events
2. Use for Oyster River Youth Association activities.
3. Use for Oyster River community's recreational programs.
4. Use for educational, cultural, civic and/or governmental programs.
5. All other acceptable uses.

---

**From:** Julie Glover [<mailto:townadministrator@leenh.org>]

**Sent:** Tuesday, March 11, 2014 1:54 PM

**To:** 'Nick Scuderi'

**Subject:** RE:

I will ask the Board this on Monday night.

Julie E. Glover

Town Administrator

*Town of Lee*

*7 Mast Road*

*Lee, NH 03861*

*603-659-5414*

*The Right-To-Know Law (RSA 91-A) provides that most e-mail communications, to or from Town employees regarding the business of the Town of Lee, are government records available to the public upon request. Therefore, this e-mail communication may be subject to public disclosure.*

---

**From:** Nick Scuderi [<mailto:nick@oryarec.org>]

**Sent:** Tuesday, March 11, 2014 1:53 PM

**To:** 'Julie Glover'

**Subject:**

If the school request are they being charged or is this for outside groups only?

Thanks,



Nicholas A. Scuderi

Oyster River Youth Association

P: 603.868.5150

F: 603.868.9816

[www.oryarec.org](http://www.oryarec.org)

# Memo

**TO:** Board of Selectmen  
Town of Lee

**FROM:** Scott P. Marsh, CNHA  
Municipal Resources  
Contracted Assessor

**DATE:** April 7, 2014

**RE:** Notice of Intent to Excavate  
Tax Map 35 Lot 9

---

The attached form was received and upon review it appears complete and accurate and as such, it is recommended the form be approved.

If there are any questions or additional information desired, please let me know.

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
NOTICE OF INTENT TO EXCAVATE  
RSA 72-B

RECEIVED  
APR 01 2014  
TOWN OF LEE, NH  
SELECTMAN'S OFFICE

YR TOWN OP#  
14 - 255 - 03 - E

For Tax Year April 1, 14 to March 31, 15

GENERAL INSTRUCTIONS FOR FILING THIS FORM ON REVERSE

PLEASE TYPE or PRINT (If filling in form on-line; use TAB key to move through fields)

- Town/City of: LEE
- Tax Map/Block/Lot #: 35-009
- Name of Road From Which Accessible:  
RT 152
- Total Acreage of Lot: 79A
- Date of Permit per RSA 155-E:2: \_\_\_\_\_  
(Municipal Excavation Permit)  
or
- Date of Report, if required, per RSA 155-E:2, I (d): \_\_\_\_\_
- Permit Number per RSA 485-A:17, if any: \_\_\_\_\_  
(Alteration of Terrain Permit)
- Incidental Construction/155-E Exception: Check if Yes
- Total Permitted Area (acres): 79A
- Excavation Area (acres) as of April 1: 5A
- Reclaimed Area (acres) as of April 1: 25A
- Remaining Cubic Yards of Earth to Excavate: 400 000<sup>3</sup> yds
- Type of Ownership (Check only one):  
 Owner of land  
 Previous owner retaining deeded earth excavation rights  
 Owner of earth or earth excavation rights on public lands (Fed, State, Municipal, etc) or, removes earth from public lands or right of way

14. DESCRIPTION OF EARTH TO BE EXCAVATED DURING TAX YEAR

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	
SAND	<u>400 000<sup>3</sup> yds.</u>
LOAM	
STONE PRODUCTS	
OTHER ( )	
TOTAL	<u>400 000 yds.</u>

15. CHECK ONLY THE BOX THAT DESCRIBES THIS INTENT

- ORIGINAL WITH \$100.00 FEE (check payable to to State of New Hampshire)  
 ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less)  
 SUPPLEMENTAL WITH \$100.00 FEE (exceeding original estimate of 1,000 cubic yards or less)  
 SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)

16. We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

A. William Chubb 4/1/14  
SIGNATURE (in Ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

WILLIAM CHUBB  
PRINT OWNER(S) OR CORPORATE OFFICER(S) NAME CLEARLY

B. \_\_\_\_\_  
SIGNATURE (in Ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

PRINT OWNER(S) OR CORPORATE OFFICER(S) NAME CLEARLY

230 PISCASSIC ROAD  
MAILING ADDRESS

NEW HAMPSHIRE N.H. 03850  
CITY OR TOWN STATE ZIPCODE

E-MAIL ADDRESS \_\_\_\_\_

TELEPHONE 603 772-3235 CELL PHONE \_\_\_\_\_  
(Type numbers only; no symbols) (Type numbers only; no symbols)

DATE INTENT SENT TO TOWN: 4/1/14

E-MAIL REPORT & CERTIFICATE?  (Check if YES. If No, they will be mailed to the address above)

TO BE COMPLETED BY ASSESSING OFFICIALS

Amount of Security Required \$ \_\_\_\_\_

Security Posted (Bond, Certified Check, etc.) \$ \_\_\_\_\_

SIGNATURES & DATE OF ASSESSING OFFICIALS

The Selectmen/Assessing Officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:

- All owners of record have signed the Intent;
- If the land is in Current Use, the land use change tax shall be assessed on the non-qualifying land;
- The form is complete and;
- Any bond required under RSA 72-B:5 has been received.

SIGNATURE (IN INK) \_\_\_\_\_

SIGNATURE (IN INK) \_\_\_\_\_

SIGNATURE (IN INK) \_\_\_\_\_

SIGNATURE (IN INK) \_\_\_\_\_

SIGNATURE (IN INK) \_\_\_\_\_

FOR DRA USE ONLY

SIGNED ORIGINAL COPY - RETAINED BY CITY/TOWN  
SIGNED COPY TO - OWNER, RETURNED BY ASSESSING OFFICIALS  
SIGNED COPY TO - DEPT. OF REVENUE, PROPERTY APPRAISAL DIVISION

# Memo

**TO:** Board of Selectmen  
Town of Lee

**FROM:** Scott P. Marsh, CNHA  
Municipal Resources  
Contracted Assessor

**DATE:** April 7, 2014

**RE:** Notice of Intent to Excavate  
Tax Map 18 Lot 4

---

The attached form was received and upon review it appears complete and accurate and as such, it is recommended the form be approved.

If there are any questions or additional information desired, please let me know.



NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
NOTICE OF INTENT TO EXCAVATE  
RSA 72-B

RECEIVED  
APR 01 2014

TOWN OF LEE, NH  
SELECTMAN'S OFFICE

YR TOWN OP#  

1	4	-	2	5	5	-	0	2	-	E
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For Tax Year April 1, 14 to March 31, 14

GENERAL INSTRUCTIONS FOR FILING THIS FORM ON REVERSE

PLEASE TYPE or PRINT (If filling in form on-line; use TAB key to move through fields)

- Town/City of: LEE
- Tax Map/Block/Lot #: 18-004
- Name of Road From Which Accessible:  
Carroll Road
- Total Acreage of Lot: 30 A
- Date of Permit per RSA 155-E:2: \_\_\_\_\_  
(Municipal Excavation Permit)  
or
- Date of Report, if required, per RSA 155-E:2, 1 (d): \_\_\_\_\_
- Permit Number per RSA 485-A:17, if any: \_\_\_\_\_  
(Alteration of Terrain Permit)
- Incidental Construction/155-E Exception: Check if Yes
- Total Permitted Area (acres): 20 A
- Excavation Area (acres) as of April 1: 5A
- Reclaimed Area (acres) as of April 1: 1 SA
- Remaining Cubic Yards of Earth to Excavate: 15000<sup>3</sup>yd.
- Type of Ownership (Check only one):  
 Owner of land  
 Previous owner retaining deeded earth excavation rights  
 Owner of earth or earth excavation rights on public lands (Fed, State, Municipal, etc) or, removes earth from public lands or right of way

14. DESCRIPTION OF EARTH TO BE EXCAVATED DURING TAX YEAR

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	
SAND	<u>5000<sup>3</sup>yd</u>
LOAM	
STONE PRODUCTS	<u>10600<sup>3</sup>yd.</u>
OTHER ( )	
TOTAL	<u>15000<sup>3</sup> yds</u>

15. CHECK ONLY THE BOX THAT DESCRIBES THIS INTENT

- ORIGINAL WITH \$100.00 FEE (check payable to to State of New Hampshire)
- ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less)
- SUPPLEMENTAL WITH \$100.00 FEE (exceeding original estimate of 1,000 cubic yards or less)
- SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)

16. We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

A. William Chubb 4/1/14  
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

William Chubb  
PRINT OWNER(S) OR CORPORATE OFFICER(S) NAME CLEARLY

B. \_\_\_\_\_ DATE SIGNED  
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S)

PRINT OWNER(S) OR CORPORATE OFFICER(S) NAME CLEARLY

230 PISCASSIC ROAD  
MAILING ADDRESS

Newfields N.H. 03856  
CITY OR TOWN STATE ZIPCODE

E-MAIL ADDRESS \_\_\_\_\_

TELEPHONE 603 772-3235 CELL PHONE \_\_\_\_\_  
(Type numbers only; no symbols) (Type numbers only; no symbols)

DATE INTENT SENT TO TOWN: 4/1/14

E-MAIL REPORT & CERTIFICATE?  (Check if YES. If No, they will be mailed to the address above)

TO BE COMPLETED BY ASSESSING OFFICIALS

Amount of Security Required \$ \_\_\_\_\_

Security Posted (Bond, Certified Check, etc.) \$ \_\_\_\_\_

SIGNATURES & DATE OF ASSESSING OFFICIALS

The Selectmen/Assessing Officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:  
 1. All owners of record have signed the Intent;  
 2. If the land is in Current Use, the land use change tax shall be assessed on the non-qualifying land;  
 3. The form is complete and;  
 4. Any bond required under RSA 72-B:5 has been received.

- \_\_\_\_\_  
SIGNATURE (IN INK)
- \_\_\_\_\_  
SIGNATURE (IN INK)
- \_\_\_\_\_  
SIGNATURE (IN INK)
- \_\_\_\_\_  
SIGNATURE (IN INK)
- \_\_\_\_\_  
SIGNATURE (IN INK)

FOR DRA USE ONLY

SIGNED ORIGINAL COPY - RETAINED BY CITY/TOWN  
 SIGNED COPY TO - OWNER, RETURNED BY ASSESSING OFFICIALS  
 SIGNED COPY TO - DEPT. OF REVENUE, PROPERTY APPRAISAL DIVISION





**ORIGINAL WARRANT**

**GRAVEL TAX LEVY - RSA 72-B**  
**TAX YEAR APRIL 1, 2013-MARCH 31, 2014**

DATE: April 7, 2014

<b>NAME &amp; ADDRESS</b>	<b>MAP &amp; LOT</b>	<b>OPERATION #</b>	<b>GRAVEL TAX DUE</b>
WALTER CHENEY 0 56 EXETER ROAD NEWMARKET, NH 03857	003-001	13-255-05-E	\$1.60

DATE DUE: TOTAL TAX DUE: \$1.60

**TOWN OF LEE**  
OFFICE OF THE TAX COLLECTOR  
7 MAST ROAD  
LEE, NH 03824  
(603) 659-2964

April 7, 2014

WALTER CHENEY

56 EXETER ROAD  
NEWMARKET, NH 03857

**EXCAVATION TAX ASSESSMENT PER RSA 72-B**

TAX YEAR APRIL 1, 2013 - MARCH 31, 2014

PARCEL DATA	EARTH TYPE	CUBIC YARDS EXCAVATED	TAX PER CUBIC YARD	TAX DUE
<b>PARCEL I.D./ TAX MAP NUMBER:</b>	<b>GRAVEL</b>	80	\$0.02	\$1.60
003-001				
<b>OPERATION NUMBER:</b>	<b>SAND</b>	0	\$0.02	\$0.00
13-255-05-E				
<b>ACCOUNT NUMBER:</b>	<b>LOAM</b>	0	\$0.02	\$0.00
#				
<b>SERIAL NUMBER:</b>	<b>STONE PRODUCTS</b>	0	\$0.02	\$0.00
#				
	<b>OTHER</b>	0	\$0.02	\$0.00
	<b>TOTAL EARTH:</b>	80	<b>TOTAL TAX:</b>	\$1.60

**Per RSA 72-B:4 - Interest as provided in RSA 72-B:6 shall be charged 30 days after the bills are mailed.**

**\*\*\* 18% APR INTEREST WILL BE CHARGED AFTER**

**ON UNPAID TAXES \*\*\***

APPEAL: Pursuant to RSA 72-B:13, an owner may, within 90 days of notice of the tax, appeal to the assessing officials in writing for an abatement from the original assessment, but no owner shall be entitled to an abatement unless he has complied with the provisions of RSA 72-B:8, RSA 72-B:8-a and RSA 72-B:9.

TAX OFFICE HOURS MON 8-6 AND WEDS & FRI 8-4

**REPORT OF EXCAVATED MATERIAL**

RSA 72-B:9

See instructions on back of form

**OPERATION # 13-255-05 - E**

**For Tax Year : April 1, 2013 to March 31, 2014**

Mailing Address:

WALTER CHENEY

56 EXETER ROAD  
NEWMARKET

NH 03857-

1. Town/City of: LEE, NH
2. Tax Map/Lot # or Road Project Name or #: M3 L1
3. Total permitted area under RSA 155-E (acres):
4. Excavation area as of April 1: 30.5
5. Reclaimed area as of April 1: 26
6. Remaining cubic yards of earth to excavate: 17500

**8. EXEMPT EARTH**

Excavated earth that was used on the parcel of land, or other parcel that is contiguous and in common ownership, in the construction, reclamation, reconstruction or alteration of such parcel of land during the tax year is exempt from the excavation tax. Excavation of earth from a parcel of land which does not exceed 1,000 cubic yards during the tax year is also exempt from the excavation tax but must be reported.

*The amount of exempt earth should not be included in # 7.*

EXEMPT EARTH TYPE	CUBIC YARDS EXCAVATED
0	

**7. DESCRIPTION OF EARTH EXCAVATED DURING TAX YEAR:**

EARTH TYPE	EXACT CUBIC YARDS EXCAVATED
GRAVEL	80
SAND	
LOAM	
STONE PRODUCTS	
OTHER:	
<b>TOTAL</b>	<b>80</b>

I / We hereby report the amount of earth excavated under penalty of perjury (If Corporation, an Officer must sign) :

*Walter Cheney*  
PRINT OWNER(S) NAME OR CORPORATION CLEARLY

*Walter Cheney*  
SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER & TITLE DATE

*Walter Cheney*  
PRINT OWNER(S) NAME CLEARLY

*Walter Cheney*  
SIGNATURE (IN INK) OF OWNER(S) DATE

*56 Exeter Rd.*  
MAILING ADDRESS

*Newmarket NH 03857*  
CITY / TOWN STATE ZIP CODE

*603-817-7123*  
PHONE # CELL#

**PENALTY:** Any person who fails to file a Report of Excavated Material (PA-39) with the proper municipal assessing officials or fails to send copies to the Department of Revenue Administration in accordance with RSA 72-B:9 shall be guilty of a misdemeanor.

**DOOMAGE:** If an owner neglects to file a Report of Excavated Material (PA-39) or willfully falsifies a report, the assessing officials shall assess doamage which is two (2) times what the tax would have been if the report had been properly filed. Refer to RSA 72-B:10 for the statute on doamage.

**ORIGINAL WARRANT**

**GRAVEL TAX LEVY - RSA 72-B**

TAX YEAR APRIL 1, 2013 - MARCH 31, 2014

**THE STATE OF NEW HAMPSHIRE**

**STRAFFORD COUNTY**

To: Linda Reinhold, Collector of Taxes

TOWN OF LEE

, in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith on the attached sheet and committed to you, the Gravel Taxes set **\$2.32**, with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day.

Given under our hands and seal at TOWN OF LEE

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(Selectmen/Assessors)

**DATE: April 7, 2014**

**TOWN OF LEE**  
OFFICE OF THE TAX COLLECTOR  
7 MAST ROAD  
LEE, NH 03824  
(603) 659-2964

April 7, 2014

WALTER CHENEY

56 EXETER ROAD  
NEWMARKET, NH 03857

**EXCAVATION TAX ASSESSMENT PER RSA 72-B**

TAX YEAR APRIL 1, 2013 - MARCH 31, 2014

PARCEL DATA	EARTH TYPE	CUBIC YARDS EXCAVATED	TAX PER CUBIC YARD	TAX DUE
<b>PARCEL I.D./ TAX MAP NUMBER:</b>	<b>GRAVEL</b>	0	\$0.02	\$0.00
003-008				
	<b>SAND</b>	116	\$0.02	\$2.32
<b>OPERATION NUMBER:</b>				
13-255-06-E				
	<b>LOAM</b>	0	\$0.02	\$0.00
<b>ACCOUNT NUMBER:</b>				
#	<b>STONE PRODUCTS</b>	0	\$0.02	\$0.00
<b>SERIAL NUMBER:</b>	<b>OTHER</b>	0	\$0.02	\$0.00
#				
	<b>TOTAL EARTH:</b>	116	<b>TOTAL TAX:</b>	\$2.32

**Per RSA 72-B:4 - Interest as provided in RSA 72-B:6 shall be charged 30 days after the bills are mailed.**

**\*\*\* 18% APR INTEREST WILL BE CHARGED AFTER**

**ON UNPAID TAXES \*\*\***

APPEAL: Pursuant to RSA 72-B:13, an owner may, within 90 days of notice of the tax, appeal to the assessing officials in writing for an abatement from the original assessment, but no owner shall be entitled to an abatement unless he has complied with the provisions of RSA 72-B:8, RSA 72-B:8-a and RSA 72-B:9.

TAX OFFICE HOURS MON 8-6 AND WEDS & FRI 8-4

**ORIGINAL WARRANT**

**GRAVEL TAX LEVY - RSA 72-B**  
**TAX YEAR APRIL 1, 2013-MARCH 31, 2014**

**DATE:** April 7, 2014

<b>NAME &amp; ADDRESS</b>	<b>MAP &amp; LOT</b>	<b>OPERATION #</b>	<b>GRAVEL TAX DUE</b>
WALTER CHENEY 0 56 EXETER ROAD NEWMARKET, NH 03857	003-008	13-255-06-E	\$2.32

**DATE DUE:** **TOTAL TAX DUE:** \$2.32

REPORT OF EXCAVATED MATERIAL

RSA 72-B:9

See instructions on back of form

OPERATION # 13-255-06 - E

For Tax Year : April 1, 2013 to March 31, 2014

Mailing Address:

WALTER CHENEY

56 EXETER ROAD  
NEWMARKET

NH 03857-

1. Town/City of: LEE, NH

2. Tax Map/Lot # or Road Project Name or #: M3 L8

3. Total permitted area under RSA 155-E (acres): 11.5

4. Excavation area as of April 1 : 12

5. Reclaimed area as of April 1 : 10

6. Remaining cubic yards of earth to excavate: 6580

8. EXEMPT EARTH

Excavated earth that was used on the parcel of land, or other parcel that is contiguous and in common ownership, in the construction, reclamation, reconstruction or alteration of such parcel of land during the tax year is exempt from the excavation tax. Excavation of earth from a parcel of land which does not exceed 1,000 cubic yards during the tax year is also exempt from the excavation tax but must be reported.

The amount of exempt earth should not be included in # 7.

EXEMPT EARTH TYPE	CUBIC YARDS EXCAVATED
0	
0	

7. DESCRIPTION OF EARTH EXCAVATED DURING TAX YEAR:

EARTH TYPE	EXACT CUBIC YARDS EXCAVATED
GRAVEL	
SAND	116
LOAM	
STONE PRODUCTS	
OTHER:	
TOTAL	116

I / We hereby report the amount of earth excavated under penalty of perjury (If Corporation, an Officer must sign) :

Walter Cheney  
 PRINT OWNER(S) NAME OR CORPORATION CLEARLY

*[Signature]* 3/31/14  
 SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER & TITLE DATE

Walter Cheney  
 PRINT OWNER(S) NAME CLEARLY

*[Signature]*  
 SIGNATURE (IN INK) OF OWNER(S) DATE

56 Exeter Rd.  
 MAILING ADDRESS

Newmarket NH 03857  
 CITY / TOWN STATE ZIP CODE

603-817-7123  
 PHONE #

PENALTY: Any person who fails to file a Report of Excavated Material (PA-39) with the proper municipal assessing officials or fails to send copies to the Department of Revenue Administration in accordance with RSA 72-B:9 shall be guilty of a misdemeanor.

DOOMAGE: If an owner neglects to file a Report of Excavated Material (PA-39) or willfully falsifies a report, the assessing officials shall assess doamage which is two (2) times what the tax would have been if the report had been properly filed. Refer to RSA 72-B:10 for the statute on doamage.



# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

**FROM:** Scott P. Marsh, CNHA  
Municipal Resources Inc.  
Contracted Assessor's Agents

**DATE:** April 7, 2014

**RE:** Kathleen Ferrara  
12 Abenaki Trail  
Lee, NH 03861

**Property Tax Map** 11 Lot 10-4000  
**Address:** 12 Abenaki Trail

**Tax Year:** 2013  
**Assessment:** \$230,700

---

The subject was a cape on a .18-acre waterfront parcel. Per the Board's prior discussion, the recommendation is per RSA 76:21 – Prorated Assessments for Damaged Buildings. Improvements were destroyed by fire on December 11, 2013. As such it is recommended that an abatement for the reduced assessed value of the improvements from that date to March 31, 2014 in the amount of \$1,374 plus any applicable interest be granted.

Abatement Granted

Abatement Denied

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_

OWNER INFORMATION		SALES HISTORY			PICTURE		
<b>FERRARA, KATHLEEN M DENEHY</b>  12 ABENAKI TRAIL  LEE, NH 03861		Date	Book	Page	Type	Price	Grantor
		09/03/2002	2571	401	Q 1	150,000	YUSKO, JANE E
		12/02/1999	2161	100	Q 1	60,000	LINFORTH, JONATHAN
LISTING HISTORY		NOTES					
07/16/12	SM	YELLOW; WHEELWRIGHT POND; 07- NOH, UC = EXT SIDING, INT; NOH EXT					
04/17/09	RDPM	STILL UNFIN; '09 EST 100% FIN; 3/17/14-PER OWNER VISIT TO OFFICE,					
04/07/08	RDPM	REVIEW FOR DAMAGE BY FIRE, UNINHABITABLE.					
01/30/07	BHPM						
06/09/06	DMPR						
08/05/02	CMRL						
09/09/87	EST						

EXTRA FEATURES VALUATION			
Feature Type	Units	Length x Width	Size Adj
		Rate	Cond
		Market Value	Notes
<b>MUNICIPAL SOFTWARE BY AVITAR</b>			
<b>LEE ASSESSING OFFICE</b>			

LAND VALUATION														
Zone: RES	Minimum Acreage: 1.95	Minimum Frontage: 250												
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Driveway:	Road:
IF RES WTRFRNT	0.180 ac	51,777	F	110	100	100	100	100	100	57,000	0	N		
IF RES WTRFRNT	1.000 wf	x 30,000	X	100					50	15,000	0	N		WF/LOC
	<b>0.180 ac</b>									<b>72,000</b>				<b>72,000</b>

PARCEL TOTAL TAXABLE VALUE			
Year	Building	Features	Land
2012	\$ 158,700	\$ 0	\$ 72,000
	Parcel Total: \$ 230,700		
2013	\$ 158,700	\$ 0	\$ 72,000
	Parcel Total: \$ 230,700		
2014	\$ 0	\$ 0	\$ 72,000
	Parcel Total: \$ 72,000		



# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

**FROM:** Scott P. Marsh, CNHA  
Municipal Resources Inc.  
Contracted Assessor's Agents

**DATE:** April 7, 2014

**RE:** 122 Mast Road LLC  
122 Mast Road  
Lee, NH 03861

**Property Tax Map** 13 Lot 11-200  
**Address:** 122 Mast Road

**Tax Year:** 2013  
**Assessment:** \$830,800

---

The subject is a commercial office building and separate garage type building situated on a 7.62-acre parcel. The reason for the request was the applicant's concern with assessment as compared to asking price, pending sale agreement and estate appraisal. Copies of all items provided were reviewed. Property has been on the market roughly 300 days with the most recent asking price being \$550,000, appraisal had a final value estimate of \$434,000, with the market approach being at \$535,000 and the income approach at \$229,000, a purchase and sale agreement has an indicated sale price of \$512,500. Property was inspected and some discrepancies regarding classification and other factors were noted. After corrections and adjustments, the assessment is reduced \$298,200 from \$830,800 to \$532,600. Revised assessment is support by all data reviewed and it is recommended that an abatement in the amount of \$8,573 plus any applicable interest be granted.

Abatement Granted

Abatement Denied

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_

**OWNER INFORMATION**

122 MAST ROAD, LLC  
 122 MAST ROAD  
 LEE, NH 03861

**SALES HISTORY**

Date	Book	Page	Type	Price Grantor
07/03/2001	2337	490	Q1	625,000 WITHAM, PETER
08/02/1996	1879	149	Q1	125,000 LANCE CORP.

**NOTES**

RED/WHI: CONVERTED TO OFFICE SPACE - 6 UNITS; EXT=GOOD; 3 DIFFERENT PARKING LOTS ADDED TOGETHER; NOH: 3/12-BPS COMPLETE. INT TOUR W UNH. NEW DOOR IN WOMANS BATH=HANDICAP ACCESS. ADDED STO/ SERVER RMS AT REAR OF BLDG. DUCTLS SPLIT A/CS=FUNC DEP. PHONE DISCUSN W BLDG OWNER 3/19/12. 04-14 ADJ A/C %, SITE FACTOR

**EXTRA FEATURES VALUATION**

Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value	Notes
PAVING	11,700	11700 x 1	61	3.25	50	11,598	
						<b>11,600</b>	

**MUNICIPAL SOFTWARE BY AVITAR**

**LEE ASSESSING OFFICE**

**PARCEL TOTAL TAXABLE VALUE**

Year	Building	Features	Land
2012	\$ 587,100	\$ 12,400	\$ 231,300
		Parcel Total: \$ 830,800	
2013	\$ 587,100	\$ 12,400	\$ 231,300
		Parcel Total: \$ 830,800	
<b>2014</b>	<b>\$ 291,400</b>	<b>\$ 11,600</b>	<b>\$ 130,400(c)</b>
		<b>Parcel Total: \$ 532,600</b>	

(Card Total: \$ 433,400)

**LAND VALUATION**

Zone: RES	Minimum Acreage: 1.95	Minimum Frontage: 250	Site:	Driveway:	Road:									
<b>Land Type</b>	<b>Units</b>	<b>Base Rate</b>	<b>NC</b>	<b>Adj</b>	<b>Site</b>	<b>Road</b>	<b>DWay</b>	<b>Topography</b>	<b>Cond</b>	<b>Ad Valorem</b>	<b>SPI</b>	<b>R</b>	<b>Tax Value</b>	<b>Notes</b>
COM/IND	1.950 ac	80,000	F	110	100	100	100	125	110,000	0	N		110,000	COM USE
COM/IND	5.670 ac	x 4,000	X	100				90	20,400	0	N		20,400	
	<b>7.620 ac</b>								<b>130,400</b>				<b>130,400</b>	



**PICTURE**

**OWNER**

**TAXABLE DISTRICTS**

**BUILDING DETAILS**

**122 MAST ROAD, LLC**  
122 MAST ROAD  
LEE, NH 03861

District	Percentage

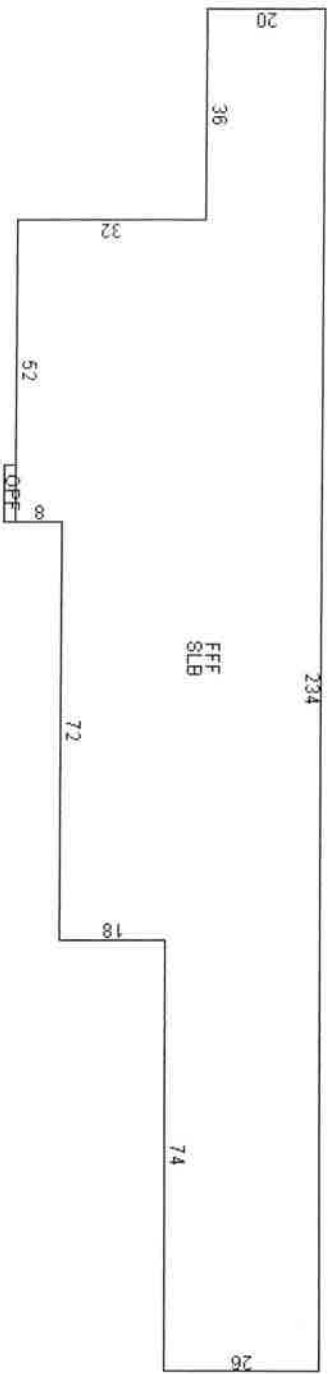
**PERMITS**

Date	Project ID	Permit Type	Notes
10/03/11	1156	REMODEL	PLUMBING WORK TO INC
10/03/11	1155	ELECTRICAL	ELECTRICAL WORK FOR 1

**Model:** 1 STORY FRAME OFFICE  
**Roof:** FLAT/ROLLED/COMPO  
**Ext:** BR ON MASONRY/CNCRT OR BLK  
**Int:** DRYWALL  
**Floor:** CARPET/LINOLEUM OR SIM  
**Heat:** OIL/FA DUCTED  
**Bedrooms:** Baths: 1.5 Fixtures:  
 Extra Kitchens: Fireplaces:  
**A/C:** Yes 75.00 % Generators:  
**Quality:** A0 AVG  
**Com. Wall:** MASONRY, 12 FT. 1.1000  
**Size Adj:** 0.8404 Base Rate: CMM 48.00  
 Bldg. Rate: 0.7900  
 Sq. Foot Cost: \$ 41.71

**BUILDING SUB AREA DETAILS**

ID	Description	Area	Adj.	Effect.
SLB	SLAB	8516	0.00	0
FFP	FST FLR FIN	8516	1.00	8516
OPF	OPEN PORCH FIN	20	0.25	5
		<b>17,052</b>		<b>8,521</b>



**2011 BASE YEAR BUILDING VALUATION**

**Market Cost New:** \$ 355,411  
**Year Built:** 1961  
**Condition For Age:** AVERAGE 18 %  
**Physical:**  
**Functional:**  
**Economic:**  
**Temporary:**  
**Total Depreciation:** 18 %  
**Building Value:** \$ 291,400

**OWNER INFORMATION**

122 MAST ROAD, LLC

122 MAST ROAD

LEE, NH 03861

**SALES HISTORY**

Date	Book	Page	Type	Price	Grantor

**LISTING HISTORY**

04/07/14 SM ABATE - INT  
 08/17/06 DMVM  
 08/15/02 TMRL

**NOTES**

WHITE: OFFICE: EXT=GOOD: NOH: 04-14 ADJ CODING AND SKETCH - APARTMENT TYPE PIN OVER 24X24 GARAGE SECTION WAS FORMERLY OFFICE - CURRENTLY NOT UTILIZED

**EXTRA FEATURES VALUATION**

Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value	Notes
LEAN-TO	440	11 x 40	96	4.00	50	845	
PATIO	400	10 x 40	100	7.00	50	1,400	
LEAN-TO	48	8 x 6	393	4.00	50	377	OVER OIL TANK
						<b>2,600</b>	

**MUNICIPAL SOFTWARE BY AVITAR**

**LEE ASSESSING OFFICE**

PARCEL TOTAL TAXABLE VALUE		
Year	Building	Land
2014	\$ 96,600	\$ 2,600
Parcel Total:		\$ 532,600

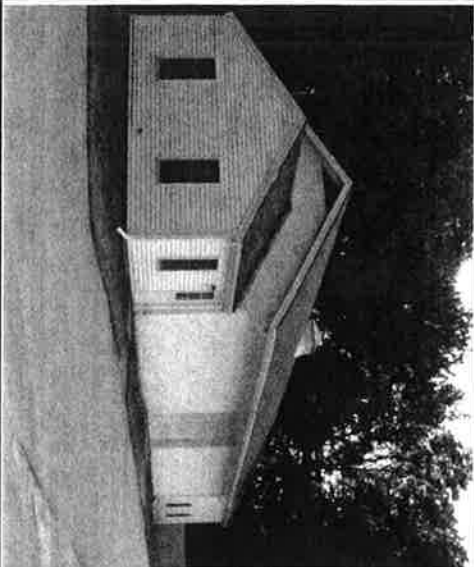
**LAND VALUATION**

(Card Total: \$ 99,200)

Zone: Minimum Acreage: Minimum Frontage: Site: Driveway: Road:

Land Type Units Base Rate NC Adj Site Road DWay Topography Cond Ad Valorem SPI R Tax Value Notes

COM/IND 0 ac



PICTURE

OWNER

TAXABLE DISTRICTS

BUILDING DETAILS

122 MAST ROAD, LLC  
122 MAST ROAD  
LEE, NH 03861

District	Percentage

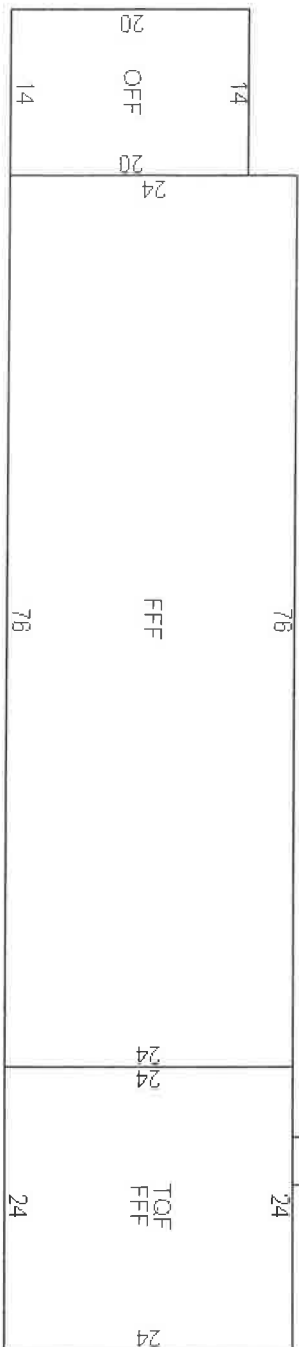
PERMITS

Date	Project ID	Permit Type	Notes

Model: 1 STORY FRAME GARAGE  
Roof: GABLE OR HIP/ASPHALT  
Ext: CNCRT OR BLK/VINYL SIDING  
Int: MINIMUM/DRYWALL  
Floor: CNCRT ABV GR/HARD TILE  
Heat: OIL/HOT WATER  
Bedrooms: 1 Baths: 1.5  
Extra Kitchens: Fireplaces:  
A/C: No Generators:  
Quality: B1 AVG-10  
Com. Wall: MASONRY, 12 FT.  
Size Adj: 1.0842 Base Rate: CIG 43.00  
Bldg. Rate: 0.8001  
Sq. Foot Cost: \$ 37.85

BUILDING SUB AREA DETAILS

ID	Description	Area	Adj.	Effect.
OFF	OFFICE AREA	280	1.00	280
FFF	FST FLR FIN	2400	1.00	2400
ENT	ENTRANCE	16	0.10	2
TOF	3/4 STRY FIN	576	0.75	432
		<b>3,272</b>		<b>3,114</b>



2011 BASE YEAR BUILDING VALUATION

Market Cost New: \$ 117,865  
Year Built: 1961  
Condition For Age: AVERAGE 18 %  
Physical:  
Functional:  
Economic:  
Temporary:  
Total Depreciation: 18 %  
Building Value: \$ 96,600



FOR SALE OR LEASE > 2 BUILDINGS

# Office/R&D and Garage

122 MAST ROAD, LEE, NH 03861



## Snapshot > 2 Buildings

Colliers International is pleased to introduce the availability of two buildings in Lee. The first is an office building with clean R&D and lab space. The second building consists of a workshop, two garage spaces, a storage room and a second story small, four room office. The buildings are located on 7.62 acres.

<u>Building #1</u>	Office/R&D
Year Built	1961
Building SF	8,516±
Available for Lease	2,779 ±SF @ \$12.00 plus utilities (available on October 1, 2013)
<u>Building #2</u>	Workshop and garage with office space
Building SF	3,275±
Utilities	1 shared well/2 septic systems Oil and propane heat (2 new Buderus furnaces in office building)
Zoning	Residential (current uses are grandfathered)
List Price	\$550,000

DAVID F. CHOATE, III  
603 433 7100  
PORTSMOUTH, NH  
david.choate@colliers.com

ANDREW M. WARD  
603 433 7100  
PORTSMOUTH, NH  
andy.ward@colliers.com

COLLIERS INTERNATIONAL  
500 Market Street, Suite 9  
Portsmouth, NH 03801  
603 433 7100 main  
www.colliers.com



## Property Highlights

- > 2.5 miles from University of New Hampshire and 1 mile from Route 4
- > Property lends itself to an owner/user who could occupy the rear building while benefiting from the existing lease income in the front building; one unit is leased to UNH through 9/1/2016 and the other unit will be available for lease on 11/1/2013
- > Property consists of 2 completely separate freestanding buildings, sharing only a well
- > Building #1 is a single story office and R&D building with 2 units; several interior offices have windows to access light and views from exterior wall windows; good mix of larger R&D spaces and private offices; 4 bathrooms (1 with a shower)
- > Building #1 has a grandfathered footprint from the removal of greenhouses in the back of the building; the additional area which could be added to this building is 10,800± SF
- > Building #2 has a workshop space with a small office, large drive-in door, plumbing, updated lighting, compressed air lines, upgraded electrical service and 2 bathrooms
- > There is additional buildable land at a lower grade behind Building #2
- > The private well and 2 well maintained septic systems were recently inspected

## Contact Us

DAVID F. CHOATE, III  
603 433 7100  
PORTSMOUTH, NH 03801  
david.choate@colliers.com

ANDREW M. WARD  
603 433 7100  
PORTSMOUTH, NH 03801  
andy.ward@colliers.com

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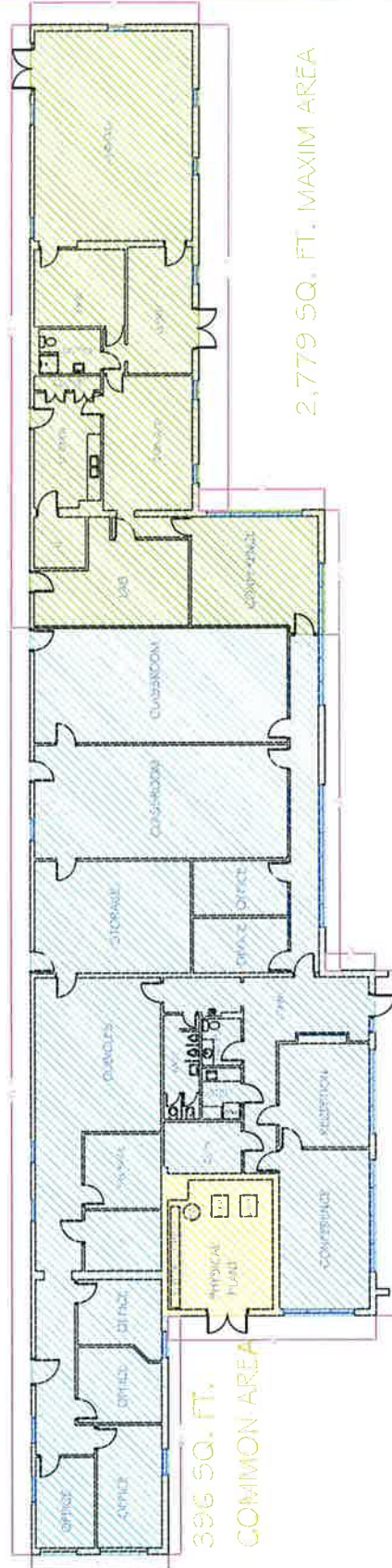
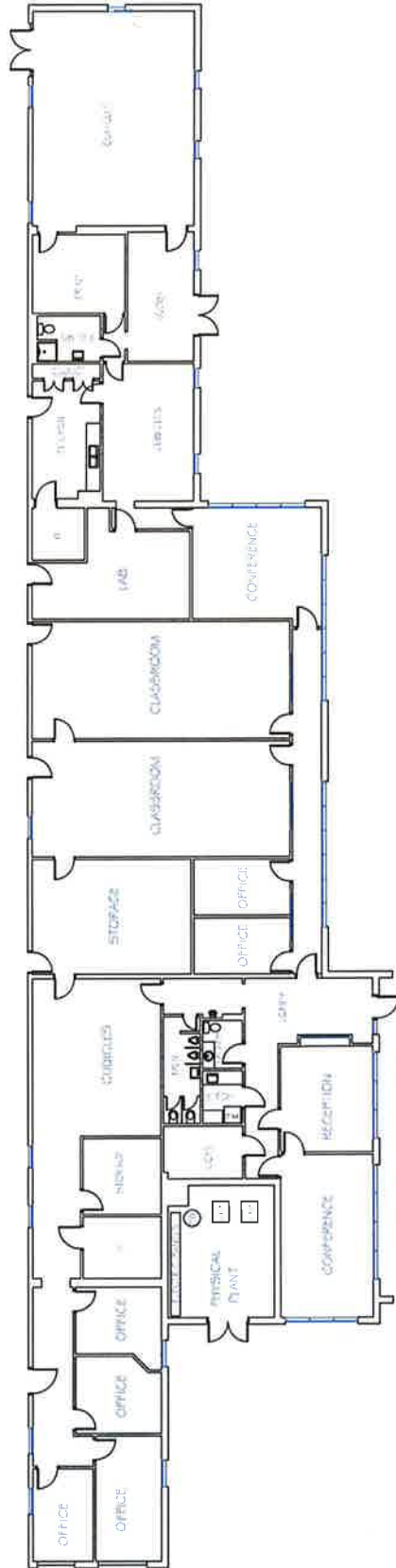


# Floor Plan- Front Building

122 MAST ROAD, LEE, NH 03861

Colliers  
INTERNATIONAL

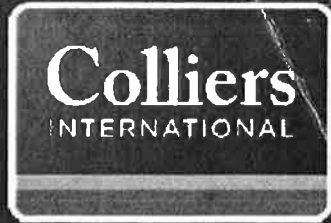
TOTAL BUILDING 8,786 SQ. FT.



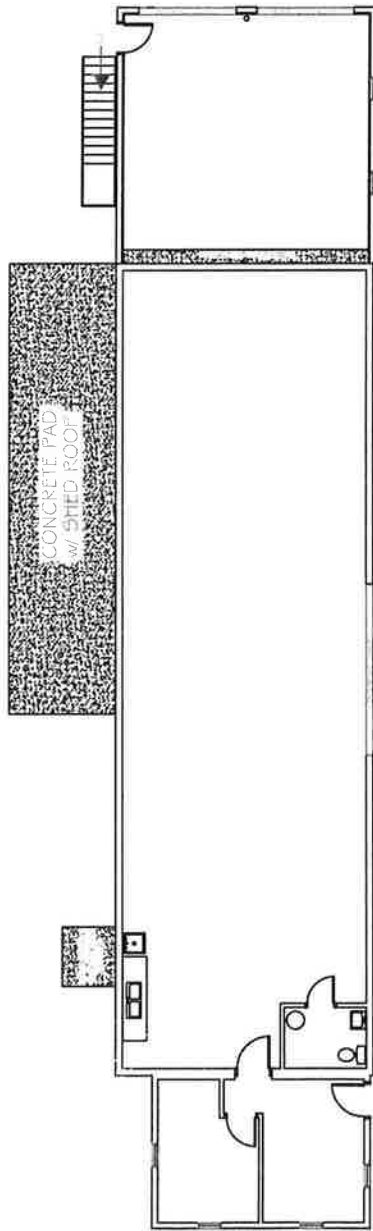


# Floor Plan- Rear Building

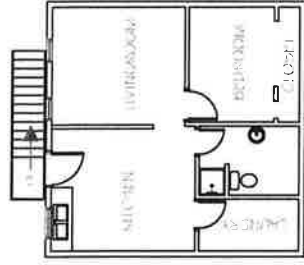
122 MAST ROAD, LEE, NH 03861



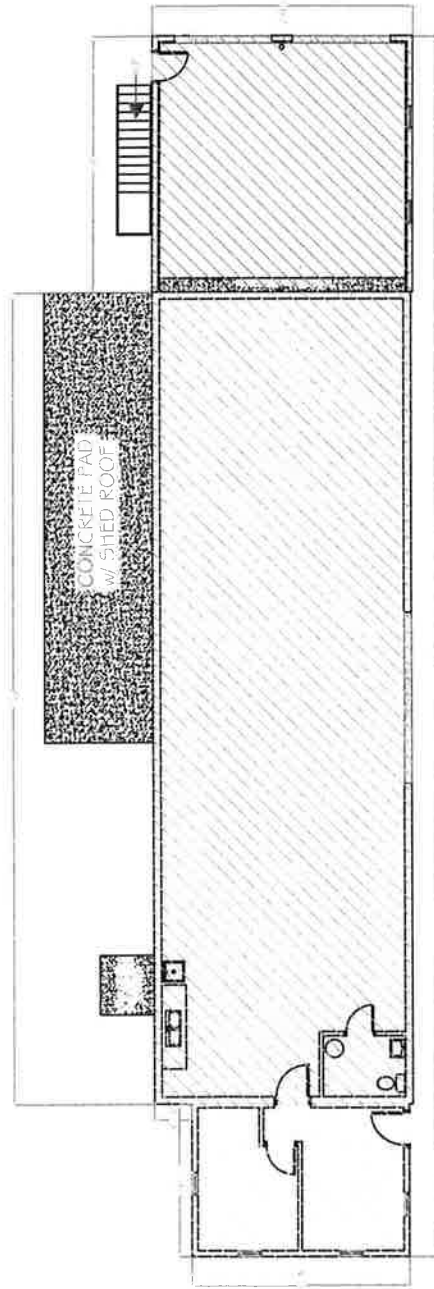
TOTAL REAR BUILDING 3,275 SQ. FT.



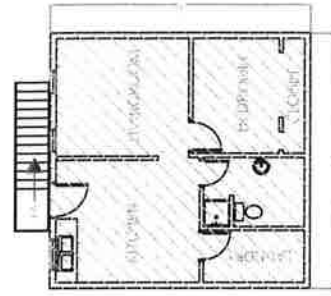
FIRST FLOOR 2,693 SF.



SECOND FLOOR 582 SF.



FIRST FLOOR 2,693 SF.



SECOND FLOOR 582 SF.

Rec'd  
1/13/14  
SPM

**TAXPAYER'S RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY**

TAX YEAR APPEALED 2013

**INSTRUCTIONS**

1. Complete the application by typing or printing legibly in ink. **This application does not stay the collection of taxes; taxes should be paid as assessed. If an abatement is granted, a refund with interest will be made.**
2. File this application with the municipality by the deadline (see below). Date of filing is the date this form is either hand delivered to the municipality, postmarked by the post office, or received by an overnight delivery service.

**DEADLINES:** The "notice of tax" means the date the board of tax and land appeals (BTLA) determines the last tax bill was sent by the municipality. (If your municipality bills twice annually, you must apply after the bill that establishes your final tax liability and not before.)

**Step One:** Taxpayer must file the abatement application with the municipality by March 1 following the notice of tax.

**Step Two:** Municipality has until July 1 following the notice of tax to grant or deny the abatement application.

**Step Three:** Taxpayer may file an appeal either at the BTLA (RSA 76:16-a) or in the superior court (RSA 76:17), but not both. An appeal must be filed:

- 1) no earlier than: a) after receiving the municipality's decision on the abatement application; or b) July 1 following the notice of tax if the municipality has not responded to the abatement application; and
- 2) no later than September 1 following the notice of tax.

**EXCEPTION:** If your municipality's final tax bill was sent out after December 31 (as determined by the BTLA), the above deadlines are modified as follows (RSA 76:1-a; RSA 76:16-d, II):

**Step One:** 2 months after notice of tax;

**Step Two:** 6 months after notice of tax; and

**Step Three:** 8 months after notice of tax.

**FORM COMPLETION GUIDELINES:**

1. **SECTION E.** Municipalities may abate taxes "for good cause shown." RSA 76:16. Good cause is generally established by showing an error in the assessment calculation or a disproportionate assessment. Good cause can also be established by showing poverty and inability to pay the tax.
2. **SECTION G.** If the abatement application is based on disproportionate assessment, the taxpayer has the burden to show how the assessment was disproportionate. To carry this burden the taxpayer must show: a) what the property was worth (market value) on the assessment date; and b) the property's "equalized assessment" exceeded the property's market value. To calculate the equalized assessment, simply divide the assessment by the municipality's equalization ratio (assessment ÷ ratio). Because a property's market value is a crucial issue, taxpayers must have an opinion of the market value estimate. This value estimate can be shown by obtaining an appraisal or presenting sales of comparable properties.
3. **SECTION H.** The applicant(s) must sign the application even if a representative (e.g. Tax Representative, Attorney, or other Advocate) completes Section I.
4. Make a copy of this document for your own records.

FOR MUNICIPALITY USE ONLY: Town File No.: _____ Taxpayer Name: _____
----------------------------------------------------------------------------

**RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY**

**SECTION A. Party(ies) Applying (Owner(s)/Taxpayer(s))**

Name(s): 122 Mast Road, LLC  
 Mailing Address: 122 Mast Road, Lee, NH 03861  
 Telephone Number(s): (Work) \_\_\_\_\_ (Home) 603-659-2236

Note: If an abatement is granted and taxes have been paid, interest on the abatement shall be paid in accordance with RSA 76:17-a. Any interest paid to the applicant must be reported by the municipality to the United States Internal Revenue Service, in accordance with federal law. Prior to the payment of an abatement with interest, the taxpayer shall provide the municipality with the applicant's social security number or federal tax identification number. Municipalities shall treat the social security or federal tax identification information as confidential and exempt from a public information request under RSA 91-A.

**SECTION B. Party's(ies)' Representative if other than Person(s) Applying (Also Complete Section A)**

Name(s): Peter Stanhope  
 Mailing Address: 500 Market St., Unit 1C, Portsmouth, NH 03801  
 Telephone Number(s): (Work) 603-431-4141 x 102 (Home) \_\_\_\_\_

**SECTION C. Property(ies) for which Abatement is Sought**

List the tax map and lot number, the actual street address and town of each property for which abatement is sought, a brief description of the parcel, and the assessment.

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>
13-11-2	122 Mast Road, Lee	Commercial Bld	\$830,800

**SECTION D. Other Property(ies)**

List other property(ies) in the municipality owned in the same name(s), even if abatements for the other property(ies) have not been sought. The taxpayer’s entire real property estate must be considered in determining whether the appealed property(ies) is (are) disproportionately assessed.

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>

**SECTION E. Reasons for Abatement Application**

RSA 76:16 provides that an abatement may be granted for “good cause shown.” “Good cause” generally means: 1) establishing an assessment is disproportionate to market value and the municipality’s level of assessment; or 2) establishing poverty and inability to pay the tax. This form can be utilized for either basis of requesting an abatement. The taxpayer has the burden to prove good cause for an abatement.

- 1) If claiming disproportionality, state with specificity all the reasons supporting your application. Statements such as “taxes too high,” “disproportionately assessed” or “assessment exceeds market value” are insufficient. Generally, specificity requires the taxpayer to present material on the following (all may not apply):
  1. physical data – incorrect description or measurement of property;
  2. market data – the property’s market value on the April 1 assessment date, supported by comparable sales or a professional opinion of value; and/or
  3. level of assessment – the property’s assessment is disproportionate by comparing the property’s market value and the town-wide level of assessment.

Note: If you have an appraisal or other documentation, please submit it with this application.

- 2) If claiming poverty or inability to pay, state in detail why abatement of taxes is appropriate as opposed to some other relief such as relocating, refinancing or obtaining some alternative public assistance. Ansara v. City of Nashua, 118 N.H. 879 (1978).

(Attach additional sheets if needed.)

**Market data - See attached appraisal, MLS listing sheet and offer to purchase.**

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**SECTION F. Taxpayer's(s)' Opinion of Market Value**

State your opinion of the market value of the property(ies) appealed as of April 1 of the year under appeal.

Town Parcel ID# 13-11-2 Appeal Year Market Value \$ 512,500

Town Parcel ID# \_\_\_\_\_ Appeal Year Market Value \$ \_\_\_\_\_

Explain the basis for your value opinion(s). (Attach additional sheets if necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION G. Sales, Rental and/or Assessment Comparisons**

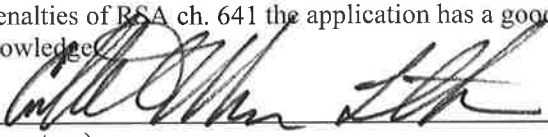
List the properties you are relying upon to show overassessment of your property(ies). If you are appealing an income producing property, list the comparable rental properties and their rents. (Attach additional sheets if needed.)

Town Parcel ID#	Street Address	Sale Price/Date of Sale	Rents	Assessment
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**SECTION H. Certification by Party(ies) Applying**

Pursuant to BTLA Tax 203.02(d), the applicant(s) **MUST** sign the application. By signing below, the Party(ies) applying certifies (certify) and swear(s) under the penalties of BSA ch. 641 the application has a good faith basis, and the facts stated are true to the best of my/our knowledge.

Date: 12-04-13

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

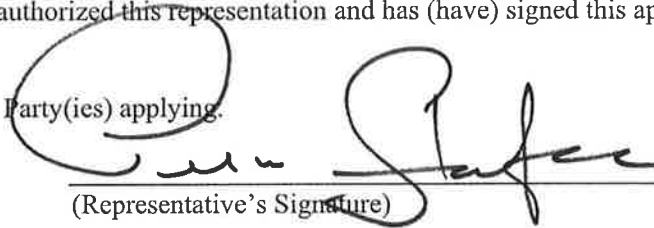


**SECTION I. Certification and Appearance by Representative (If Other Than Party(ies) Applying)**

By signing below, the representative of the Party(ies) applying certifies and swears under penalties of RSA ch. 641:

1. all certifications in Section H are true;
2. the Party(ies) applying has (have) authorized this representation and has (have) signed this application; and
3. a copy of this form was sent to the Party(ies) applying.

Date: 12-04-13

  
\_\_\_\_\_  
(Representative's Signature)

**SECTION J. Disposition of Application\* (For Use by Selectmen/Assessor)**

\*RSA 76:16, II states: the municipality "shall review the application and shall grant or deny the application in writing by July 1 after notice of tax date . . . ."

Abatement Request: GRANTED \_\_\_\_\_ Revised Assessment: \$ \_\_\_\_\_ DENIED \_\_\_\_\_

Remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)

**PURCHASE AND SALES AGREEMENT**

THIS AGREEMENT made this 17 day of DEC, 2013

Between

The SELLER 122 Mast Road, LLC  
of 30 Wheelwright Drive, Town Lee  
County of Strafford State New Hampshire Zip 03861

and

The BUYER Molly Robinson Darling  
of 1 Alder Brook Way, Town Lee  
County of Strafford State NH Zip 03861

WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy, certain real estate located at 122 Mast Road, Lee, New Hampshire and known as or described as Tax Map 13, Lot 11, Sublot 200 and consisting of 7.620 +/- acres and two buildings.

The **SELLING PRICE** is Five Hundred Twelve Thousand Five Hundred and no/100 Dollars \$512,500.00

INITIAL DEPOSIT, receipt of which is hereby acknowledged in the form of a check, is to be held in a non-interest bearing escrow account by Colliers International in the sum of Ten Thousand Dollars \$10,000.00

ADDITIONAL DEPOSIT, to be paid within 3 days of Town of Lee Zoning Board of Adjustment approval or December 31, 2013, whichever is earlier in the form of a certified check or bank draft, is to be held in a non-interest bearing escrow account by Colliers International in the sum of Five Thousand Dollars. This deposit becomes non-refundable, but applicable to purchase price after the Buyer's first Planning Board meeting. \$5,000.00

CASH, CERTIFIED CHECK OR BANK DRAFT on date of Transfer of Title in the sum of Four Hundred Ninety Seven Thousand Five Hundred and no/100 Dollars \$497,500.00

DEED: Marketable Title shall be conveyed by a warranty deed and shall be free of all encumbrances except usual public utilities serving the property and restrictive covenants of record.

TRANSFER OF TITLE: Forty (40) days after first Planning Board meeting or March 1, 2014, whichever is earlier.

POSSESSION: Free of personal property and encumbrances, except as herein stated, is to be given on or before Transfer of Title.

AGENT: The parties hereto agree that Colliers International is the AGENT OF SELLER and that the BUYER is not represented by a BUYER's AGENT. Colliers International brought about this sale and a broker's fee for professional services is due from the SELLER to Colliers International, but only if as and when SELLER delivers the Deed to the BUYER and the Deed is recorded by BUYER at the Strafford County Registry of Deeds.

## PURCHASE AND SALES AGREEMENT

Page 2

**INSURANCE:** The building on said premises shall, until the full performance of this Agreement, be kept insured against fire with extended coverage by the SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of deed, to the BUYER, unless the premises shall previously have been restored to their former condition by the SELLER; or, at the option of the BUYER, this Agreement may be rescinded and all deposits refunded by SELLER if the loss exceed \$10,000.00. The SELLER shall provide evidence of current insurance coverage to the BUYER upon request.

**TITLE:** If BUYER desires an examination of title, BUYER shall pay the cost thereof and shall complete the same within thirty (30) days from the date of the full execution of this Agreement. If, upon examination of title, it is found that the title is not marketable, this Agreement may, at the option of the BUYER be rescinded and all deposits shall be refunded to the BUYER or SELLER shall have thirty (30) days to cure all defects.

**TAXES,** special assessments, rents, water and sewage bills and fuel in storage, as appropriate, shall be prorated as of date of closing.

**PERSONAL PROPERTY INCLUDED:** None

**LIQUIDATED DAMAGES:** If the BUYER shall default in the performance of BUYER'S obligations under this Agreement, all deposits shall become the property of the SELLER as reasonable liquidated damages, and shall be SELLER'S sole remedy at law and in equity. If SELLER shall default in the performance of SELLER'S obligations under this Agreement, all deposits shall be returned to BUYER as reasonable liquidated damages and shall be BUYER'S sole remedy at law or in equity.

**PRIOR STATEMENTS:** All representations, statements, and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their respective obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on its behalf.

**FINANCING:** This Agreement is contingent upon BUYER obtaining financing under the following terms:

AMOUNT \$ 725,000.00 TERM/YEARS 20 years RATE market rate  
 TYPE OF MORTGAGE commercial mortgage

Buyer states that Application for mortgage has already been made as of December 8, 2013. On or before January 15, 2014, BUYER shall provide SELLER or SELLER'S agent with written evidence, acceptable to SELLER, as to BUYER'S ability or inability to obtain financing, TIME BEING OF THE ESSENCE. Upon such notification, if the BUYER is unable to obtain financing, this Agreement shall become null and void and Escrow Agent is hereby authorized to return BUYER'S deposit(s) in full. In the event BUYER fails to comply with such written notification, the financing contingency shall lapse or, at SELLER'S option, this Agreement shall become void and Escrow Agent is hereby authorized to return BUYER'S deposit(s) in full.

## PURCHASE AND SALES AGREEMENT

Page 3

ESCROW INTERPLEADER: In the event of any dispute relative to the deposit monies held in escrow, the Escrow Agent may, in its sole discretion, pay such deposit monies into the Clerk of Court of proper jurisdiction, with notice to the parties hereto at the addresses recited herein, and thereupon the Escrow Agent shall be discharged from its obligations as recited herein, and each party to this Agreement shall thereafter hold the Escrow Agent harmless in such capacity. Both parties hereto agree that the Escrow Agent may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such Court.

NOTIFICATION REQUIRED BY RSA 477:4-a RE: RADON GAS AND LEAD PAINT: "Prior to the execution of any contract for the purchase and sale of any interest in real property which includes a building, the seller, or seller's agent, shall provide the following notification to the buyer. The buyer shall acknowledge receipt of this notification by signing a copy of such notification.

RADON GAS: Radon gas, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

LEAD PAINT: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present."

ADDITIONAL PROVISIONS: This Agreement is contingent upon:

1. Receipt of Town of Lee Zoning Board of Adjustment approval for an additional property use (kennel/dog day care) with existing office use on or before January 31, 2014.
2. Receipt of Town of Lee Planning Board Site Plan approval for a dog kennel addition and renovations to house the additional use as kennel/dog daycare facility on or before February 15, 2014.
3. Receipt of NH DOT approval for driveway change of use on or before January 31, 2014.

Failure by BUYER to satisfy itself of any one or more of these contingencies within the time frames indicated shall result, at BUYER's option, in the cancellation of this Agreement and a return to BUYER of its Deposit(s) in full.

**PURCHASE AND SALES AGREEMENT**  
Page 4

This Agreement shall be binding upon the heirs, executors, administrators, and assigns of both parties and must be accepted by the SELLER on or before December 17, 2013 unless otherwise agreed to in writing by both parties.

Witness	<u>R. R. [Signature]</u>	Buyer	<u>Molly Darling</u>	Date	<u>12/18/13</u>
Witness	_____	Buyer	_____	Date	_____
Witness	_____	Seller	_____	Date	_____

G:\Clients\Latham/P&S-122 Mast Road-Darling

**MOLLY ROBINSON DARLING**  
1 ALDER BROOK WAY PH. 603-659-5917  
LEE, NH 03861

12/10/13  
Date

3864  
54-7/14  
3864

Pay to the Order of Colleen Antonetti \$ 10,000<sup>00</sup>  
Dollars



For

1:011400074: 381885120E

3864

*Molly Darling*

**SUMMARY APPRAISAL REPORT**

**8,782 SF COMMERCIAL BUILDING  
3,112 SF OUTBUILDING**



**OWNER OF RECORD**  
**122 MAST ROAD, LLC**

**PREPARED FOR**  
**MRS. COLLEEN O. LATHAM**

**PREPARED BY**  
**THE STANHOPE GROUP LLC**  
**NOBLES'S ISLAND - UNIT 1C**  
**500 MARKET STREET**  
**PORTSMOUTH, NH 03801**

**STANHOPE GROUP FILE# 130407**

**VALUE ESTIMATE AS OF JANUARY 13, 2013**



**THE STANHOPE GROUP LLC**  
**Appraisers and Consultants**

Certified General  
Appraisers

Peter E. Stanhope\*  
G. Andrew Clear\*  
Peter Knight\*  
John Chiungos\*\*

April 29, 2013

Mrs. Colleen O. Latham  
30 Wheelwright Drive  
Lee, NH 03861

RE: 122 Mast Road, Lee NH  
Stanhope Group File# 130407

Certified  
Residential  
Appraisers

Laurie Larocque  
Deborah  
Windmiller  
Fritz Giddings  
Ann Norman-  
Sydow  
Jeffrey Wood  
Victoria Stanhope  
David Michaud  
Karen Oram  
Christine Erickson

Dear Mrs. Latham:

In accordance with your request for appraisal services, I have prepared the accompanying report on the real estate referenced above. This is a *summary appraisal report*. It is prepared in accordance with the 2012-2013 Uniform Standards of Professional Appraisal Practice (USPAP).

The purpose of this appraisal is to conclude an opinion of the most probable "as is" *market value* in *fee simple interest* of the subject property. Additionally consideration is given to the contribution of a leasehold interest of a parcel assembled with the subject parcel. Support for this market value estimate is documented in the attached appraisal report (this letter of transmittal is not an appraisal report).

As a result of my investigation and analysis of the data contained in this report, I find the most probable "as is" market value of the subject property, in fee simple interest, as of January 13, 2013 based upon the Scope of Work outlined on page 7, to be:

Appraisers

Ted Graves  
Peter Bride\*\*\*  
Michele Crepeau

**Four Hundred Thirty-Four Thousand Dollars**

**\$434,000**

\* NH & ME  
Certified

\*\* NH & MA  
Certified

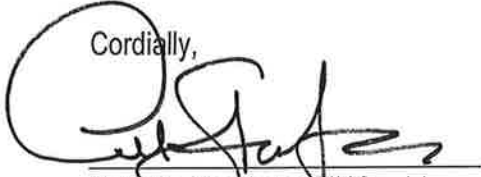
\*\*\* NH  
Licensed



Probability of Value Change:

The estimated market value of the property appraised in this report is estimated as of the aforementioned date. Constantly changing economic, social, political and physical conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially and require a new appraisal.

Cordially,



Peter E. Stanhope, NHCG-31  
Chief Appraiser



Michele Crepeau  
Associate Appraiser

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### **ADDENDA**

- Subject Photographs
- Warranty Deed
- Municipal Tax Cards
- Plot Plan
- Leases
- Sales Comparables Map
- Appraiser Qualifications

## THE APPRAISAL

SUBJECT: 8,782 sf Multi-Tenant Office Building &  
3,112 sf Outbuilding  
Situated on 7.44+/- Acres per Warranty Deed  
Town of Lee - Tax Map 013 / Block 011 / Lot 002  
122 Mast Road, Lee, NH

APPRAISAL TYPE: *Summary Appraisal Report*  
Defined as a written report prepared under Standards Rule 2-2(b)  
performed under Standard 1 of the 2012-2013 edition of the Uniform  
Standards of Professional Appraisal Practice (USPAP).

DATE OF VALUE: January 13, 2013

DATE OF INSPECTION: April 1, 2013

PROPERTY RIGHTS: Fee Simple Interest  
  
*Fee Simple Estate. Absolute ownership unencumbered by any other  
interest or estate, subject only to the limitations imposed by  
governmental powers of taxation, eminent domain, police power, and  
escheat. (The Dictionary of Real Estate Appraisal, 4<sup>th</sup> Ed., Appraisal  
Institute, 2002.).*

VALUE TYPE: Market Value

ASSIGNMENT COND: *Extraordinary Assumptions – None  
Hypothetical Conditions – None  
Jurisdictional Exceptions – None*

CLIENT: Mrs. Colleen O. Latham

INTENDED USERS: Client  
Mr. Harry S. Miller, Esquire  
Estate of Dr. Paul W. Latham, II

PROBLEM TO BE SOLVED: The purpose of this appraisal is to estimate the most probable “as is”  
fair market value in fee simple interest of the subject property.

USE: The function of this appraisal is to assist in asset inventory valuation  
for estate settlement. No other use is intended or permitted without  
prior approval by the preparer.

## DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

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

The definition of market value was taken from the Department of the Treasury, Office of the Comptroller of the Currency, 12CFR Part 34, dated 8/24/90 (Section 34.42 Definitions)

Treasury Regulation §1.170A-1©(2) defines fair market value as follows:

Fair market value is the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.

Market Value Comments: The factors of utility, scarcity, desire and effective purchasing power is apparent in the definition. The implication that buyer and seller are working under equal pressure is seldom completely true, although typical motivation for each does imply a reasonable balance for a market value transaction. Market prices do not necessarily follow all of these concepts, and are often affected by salesmanship and the urgency and need of the buyer and/or seller. The central difference between market price and market value lies in the premise of knowledge and willingness both of which are contemplated in market value, but not in market price. Stated differently, at any given moment of time, market value denotes what a property is actually worth under certain specified conditions, while market price denotes the actual sales price.

**Probability of Value Change: The estimated market value of the property appraised in this report is estimated as of the aforementioned date. Constantly changing economic, social, political and physical conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially and require a new appraisal.**

## SCOPE OF WORK

According to 2012-2013 edition of the Uniform Standards of Professional Appraisal Practice (USPAP), for each appraisal assignment an appraiser must:

1. Identify the problem to be solved;
2. Determine and perform the scope of work necessary to develop credible assignment results; and
3. Disclose the scope of work in the report.

In order to determine the appropriate scope of work, the appraiser must properly identify the problem to be solved. That scope of work must be sufficient to produce assignment results that are credible. For a scope of work to be acceptable, it must meet or exceed:

1. The expectations of parties who are regularly intended users for similar assignment; and
2. What an appraisers peers actions would be in performing the same or a similar assignment.

### Identification of Relevant Property Characteristics

#### Physical

- The appraiser will inspect the subject parcel and improvements at a level necessary to gather information about the physical characteristics of the parcel and improvements that are relevant in the valuation problem.
- The appraiser will interview the parties familiar with the property.

#### Legal

- The appraiser will review and rely on the deeds, leases, surveys, and easements provided by the owners and their representative.
- The appraiser will examine the municipal tax card and tax map, deeds, leases, and fully review all pertinent ordinances relevant to the property.

#### Economic

- The appraiser will interview the necessary parties to determine if the property is encumbered by a lease.

## Development of the Highest and Best Use Opinion(s)

In developing an opinion of highest and best use, the appraiser applied the four tests (physically possible, legally permissible, financially feasible, and maximally productive) with research into each factor, testing for feasibility.

### Application of the Three Approaches to Value

The **Cost Approach** was considered but not developed. It is not relevant in the valuation of older improvements as estimating physical and functional obsolescence would not be practical and would produce a value conclusion that could be unreliable, misleading, or both.

The **Sales Comparison Approach** was fully developed. The appraiser will identify and confirm sales of office properties that were sold in the last couple years.

The **Income Approach** is fully developed. The appraiser will estimate the net operating income for the subject property. Using direct capitalization, the appraiser will estimate the market value of the property.

### Reporting Type

This appraisal assignment is being reported in a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of 2012-2013 USPAP. As such, it presents only summaries of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated.

Sources of information include:

- Interior inspection of the site on April 1, 2013.
- Research at the Town of Lee with respect to the subjects' zoning and conformance, potential uses, assessment, status of taxes, etc.
- Conversations with various Town of Lee officials.
- Research and conversations with officials at various town halls.
- Review of the NH MLS, NECPE.com, and conversations with area real estate brokers and appraisers for relevant comparable sales data.
- Leases and operating information provided by the owner.
- Verification of all comparable sales.
- Development of the Sales Comparison Approach and Income Approach to arrive at estimates of market value.

## HAZARDOUS CONDITIONS

*An opinion as to the extent of any hazardous waste on the subject properties and any associated removal and/or remediation costs is beyond the scope of this assignment and the expertise of the appraiser. No hazardous waste or other environmental study has been supplied as part of this assignment. The property has been appraised subject to the assumption that no hazardous conditions exist.*

The appraiser checked the New Hampshire Department of Environmental Services One Stop data retrieval site for reports of environmental contamination. There were no current reports of contamination at the subject site.

## COMPETENCY STATEMENT

The appraiser has sufficient experience in valuing real property interests of similar size, property type, market area, and complexity. No professional experience or other steps were required to meet the competency expectations of USPAP.



## DESCRIPTION OF THE MUNICIPALITY

**Location:** Lee is located in southeastern New Hampshire within Strafford County considered a rural bedroom community. Manchester is approximately 33 miles west; Boston, Massachusetts is approximately 60 miles south and Portland, Maine is approximately 67 miles north. The town is bordered by Barrington and Madbury to the north, Epping and Newmarket to the south, Durham to the east, and Nottingham and Barrington to the West. Within a short proximity are a number of state beaches in New Hampshire and Maine seacoast areas. Other attractions include the USA Speedway, Flag Hill Winery and Distillery, both located in Lee and the University of New Hampshire located in nearby Durham.

**Transportation/Road Access** US Route 4 runs east/west through the town and connects the town of Concord with Interstate 95 in the Seacoast Area. Both State Routes 125 and 155 run north/south through Lee connecting to US Route 4 and The Spaulding Turnpike to the north. Accessibility to the town is considered average. The airport at the Pease Tradeport offers limited commercial flights. Much larger commercial airports in Boston, Manchester, and Portland are all approximately one hour's drive.

**Size:** Lee contains 20.0 square miles of land area and 0.2 square miles of inland water area.

**Population:** Population in the Town of Lee was 4,358 in 2011, an increase of 4.5% from 2000. Strafford County had 2011 population count of 123,857, an increase of 10.4% over the 2000 count.

**Demographics:** Per capita and median household income in 2011 were \$40,895 and \$73,448, respectively. Residential improvements as of 2011 included 1,455 single-family units, 241 multi-family units and 273 mobile homes. The 2011 civilian labor force totaled 2,567. Approximately 51% of the town's resident's work in Lee, with the remaining commuting to other municipalities with an average travel time of 25 minutes.

The largest employers in the area are:

University of New Hampshire	Liberty Mutual Insurance
City of Rochester	City of Dover
Wentworth-Douglass Hospital	Frisbee Memorial Hospital
General Electric Company	Goss International
Hannaford Brothers	

**Government:** Lee has a three-member Board of Selectman.

**Town Services:** Public Service of New Hampshire and NH Electric Coop supply the town with electricity. The Town of Lee has water and sewer supplied by private wells and septic systems. There are full-time police and fire departments. The town does not offer curbside trash pick-up but has a mandatory recycling program. Wentworth-Douglass Hospital (128 beds) is located within 10 miles in Dover. Lee is part of the Oyster River Cooperative School District. There is one elementary school in town. Middle and high school students travel to Durham.

## DESCRIPTION OF THE MARKET AREA

According to the Dictionary of Real Estate Appraisal, a market area is defined as "the geographical or locational delineation of the market for a specific category of real estate, i.e., the area in which alternative, similar properties effectively compete with the subject property in the minds of probable, potential purchasers and users."

The market area is considered to be the Rockingham and Strafford Counties.

## DESCRIPTION OF THE LOCATION

The location may be defined to include Mast Road from the town center to the Durham town line accessed via Routes 155 (Turtle Pond Road) and 155A (the continuation of Mast Road). The location is rural in nature consisting primarily of single-family residences with a few commercial uses. Zoning within this location is Residential. The few commercial uses include:

- Childcare Center
- Paintball Arena
- Campground
- Laundromat

### Exposure Time

Exposure Time (The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal):

Due to its location in an area of dissimilar properties, this unit has less appeal to a typical buyer. As a result, it is the appraiser's opinion that the exposure time would have been 15 to 24 months.

### Market Time

Marketing Time (An estimate of the time it might take an interest in real property to sell on the market subsequent to the date of an appraisal):

The marketing time is estimated to be 12 to 18 months

## DESCRIPTION OF THE SUBJECT PROPERTY

### SITE

Address: 122 Mast Road, Lee NH

Map/Lot/Unit: 013 / 011 / 002

Location: The site is located on the south side of Mast Road (Route 155) at the intersection of Route 155A.

Lot Size: 7.44+/- acres per the deed.

Frontage: 400+/-feet on Mast Road per the deed.

Access: There is one curb cut on Mast Road.

Traffic Count: Per the New Hampshire DOT website, Turtle Pond Rd under Route 4 (NB-SB) had a VPD traffic count of 5,500 in 2012. There is insufficient information to make a judgment of traffic count on Mast Road.

Shape: The lot is rectangular in shape.

Topography: The lot is level at the front of the subject improvement, drops off after the outbuilding, then gently slopes down to the rear.

Character: The lot in and around the improvements is mostly cleared. The lot has trees at the side lot lines and behind the outbuilding.

Landscaping: At the front of the subject is a lawn area with some young deciduous trees. To either side of the main building is natural area. There is parking area on two sides of the building. There are areas of pea-size gravel located at the rear of the main building. There were greenhouses standing in these areas at one time.

Parking: There are 20+/- unlined parking spaces along the side and rear of the main building improvement.

Utilities: Private water and sewer and public electricity and cable.

Flood Zone: The subject lot appears to lie in Flood Zone X. This information was obtained from FEMA Map Number 33017C0315D, effective May 17, 2005.

Easements: Typical utility easements – not adverse.

Encroachments: There are no encroachments reported or noted that affect either the use or salability of the property.

Zoning: The subject property is located in the Residential zoning district. It is considered legal nonconforming.

Abutters: The subject property is abutted by large horse farm to the east and otherwise, single-family homes.

Visibility/Access: Access and visibility are considered average.

Comments: There is a buried 6,000 gallon oil tank to the rear of the property. The greenhouses have been removed but the owner stated that they retain the right to rebuild in the area.

The size of the parcel, the shape, the dimensions and the amounts of frontage were obtained from the deed.

## IMPROVEMENTS

### Main Building:

Type: The main office building is set up for six units but currently configured for two units. There is the potential to divide into more/less units.

Use: Offices

Levels: The main building has a single level.

Description: The main building was constructed in 1961 having a total of 8,782 sf. It has concrete block construction with a brick façade on three sides. It is built on a concrete slab with a rubber membrane roof. Of the current two units, one of the units is considered to have Class B office finish. The other office is considered to have Class C office finish.

Square Footage: Main Building - 8,782+/- sf

Condition: Main Building – Average

Windows: The subject has large fixed metal frame windows in the front of the building and sliding windows in the rear.

Intrusion Alarms: None

Sprinkler System: None

Electrical: Adequate - several circuit panels throughout

Mechanicals: Oil-fired heating system with two burners two Rinnai systems. There are six heat pumps.

Plumbing: There are three baths in the main building.

Interior Lighting: Fluorescent strip lighting in the drop ceilings.

Exterior Access: There is a main front entry door, a slider and six pedestrian doors in the rear.

Interior Finish: Walls are concrete block and drywall with drop ceilings. The flooring is a combination of vinyl composite tile and carpet.

General Comments: Of the two units, one unit is superior in finish to the other.

Outbuilding:

Type: The outbuilding has garage/storage space, an office, and an apartment.

Use: Office / Storage / Apartment

Levels: The outbuilding has 1-1/4 levels.

Description: The outbuilding has an 280+/- sf office area, a 1,824+/- sf garage accessed by an overhead door, and an attached 2-bay garage with 576+/- sf. There is a 432+/- sf finished area over the garage set up as an apartment with a kitchenette, ¾ bath, bedroom, and living area. The exterior is vinyl siding and concrete block. The roof is a combination of metal and asphalt shingles.

Square Footage: Garage/Storage/Apartment - 3,112+/- sf

Condition: Outbuilding – Average

Windows: The subject has double hung windows.

Intrusion Alarm: None

Sprinkler System: None

Electrical: Adequate

Mechanicals: Kerosene-fired and LP gas heating system with one Rinnai system.

Plumbing: There is a ¾ bath and a half bath in the outbuilding.

Interior Lighting: Fluorescent strip lighting in the drop ceiling.

Exterior Access: There is an overhead door, three pedestrian doors, and 2 low-bay garage doors.

Interior Finish: The interior has sheetrock walls and a drop ceiling. The floors are vinyl composite tile in the office area, vinyl and carpet in the apartment, and concrete in the garages.

Deferred maintenance: There is structural damage in the 2-bay garage area.

Comments: The apartment, located above the garage, is considered an office area for purposes of this appraisal. The accessory apartment is not allowed in this zone and therefore cannot be rented out.

## HISTORY OF CONVEYANCE

The subject unit was conveyed from Peter M. Witham to 122 Mast Road, LLC. The conveyance is recorded at Book 2337 Page 490 in Strafford County on July 3, 2001.

## OCCUPANCY & USE

The subject unit is occupied by two companies being used for offices for UNH Sea Grant Program and a private company.

## LISTING INFORMATION

The subject unit has reportedly not been listed for sale in the last 3 years.

## ASSESSMENT AND TAXES

Address:	122 Mast Road, Lee NH
Map/Lot:	013 / 011 / 002
2012 Assessment:	\$830,800
Tax Rate per \$1,000:	\$29.94
2012 Taxes:	\$24,874.00
Equalization Ratio:	105.4%
Equalized Value:	\$788,235

The taxes are current.

Based upon the value concluded in this appraisal, an Ad Valorem assessment appeal is recommended.

## ZONING

*Zoning is the public regulation of the character and intensity of the use of real estate through the employment of police power. This is accomplished by the establishment of districts or areas in each of which uniform restrictions relating to structure heights, lot sizes, setbacks, frontage, impervious coverage, density and other limitations are imposed upon the use and development of private property.*

### Zone

The subject property is located in the Residential Zone.

### Permitted Uses:

- Residential
- Agricultural
- Municipal buildings and structures
- Churches
- Accessory uses and Special Exception uses as permitted
- Recreational Playing Fields, Outdoor

### Uses by Special Exception:

- Antique Shops
- Barber Shops/Beauty Salons
- Day Care Centers/Nursery Schools
- Nurseries
- Professional Offices/Real Estate Offices
- Craft Shops, Woodworking or Cabinetry
- Nursing Homes/Retirement Homes
- Kennels
- Public Utility Boxes and Equipment
- Bed & Breakfast
- Duplexes – only allowed on 5+ acre site

### Dimensional Requirements

Minimum Lot Area:	85,000 sf
Minimum Frontage:	250 feet
Minimum Setbacks:	
Front:	50 feet
Side:	35 feet
Rear:	35 feet



### Status of Conformance

The subject appears to be a legal nonconforming lot of record based on the type of building and the zone it is located in.

*A definitive opinion regarding conformity to zoning is beyond the scope of the appraisal assignment and the professional expertise of the appraiser. Should the client require a definitive conclusion as to zoning conformity, it is suggested that either a licensed surveyor and/or attorney be consulted.*

## HIGHEST AND BEST USE

Highest and best use is a basic concept in real estate appraisal. It is an analysis of the subject property's optimum use. It reflects the assumption that the price a buyer will pay is based on his or her conclusions about the most profitable use of the property. The determination of highest and best use carefully considers prevailing market conditions, trends affecting market participation and change, and the existing use of the subject property. Highest and best use is defined as: "*The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria that highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum profitability.*" (The Dictionary of Real Estate Appraisal, 4<sup>th</sup> Edition, dated 2002, Appraisal Institute)

The four criteria are defined as follows:

Legally Permissible: Those uses that are permitted by zoning and other legal restrictions.

Physically Possible: Those uses that are physically possible for the site.

Financially Feasible: Those permissible and possible uses that will produce any net return to the owner.

Maximally Productive: That use among the feasible uses that will produce the highest net return. This is the highest and best use of the property.

The highest and best use analysis of land as vacant is based on the assumption that a parcel of land is vacant, or can be made vacant through demolition of the improvements. If the subject land is vacant, optional scenarios are tested to identify the most profitable development plan for the parcel. Sometimes improvements already exist on the subject land but are toward the end of their economic life. In such cases, it may be feasible to make the land vacant through demolition of the existing improvements and replace them with more profitable improvements.

The parcel is improved with two buildings, the main building is an office building and the outbuilding has an office, a large garage area used for storage, and an apartment. The site is further improved with extensive paving and landscaping. The demolition of the existing improvements scenario does not apply when compared to the subject property as the value of the current improvements on the site exceeds the site value as vacant. As the current improvements have sufficient remaining economic life to continue in use, an analysis of highest and best use as vacant is not relevant, and therefore will not be developed.

## **As Improved Analysis**

### Legally Permissible:

As noted in the zoning section of this report, the use appears to be legally nonconforming in the Residential zoning district.

### Physically Possible:

The existence of the subject improvements evidences their physical possibility. The site has been developed for the existing use.

### Financially Feasible & Maximally Productive:

The subject was built in 1961 specifically for a research company. The current building is being used for offices by two lessees. The main building has approval for six-units and the building has the potential to be reconfigured and be divided into more/less units.

It is the appraiser's opinion that the Highest and Best Use of the subject unit is an owner-occupied rental office/commercial property.

### Highest and Best Use Summary:

Highest and Best Use: Office Building with Outbuilding

User: Owner/User

Timing: Immediate

## THE APPRAISAL PROCESS

The appraisal process is a systematic analysis of factors that affect the value of real estate. The objective is to utilize the process to develop support for a final value estimate of the subject property.

The analysis is based on market data for each of the three approaches that are commonly used by appraisers:

1. The Cost Approach
2. The Sales Comparison Approach
3. The Income Approach

Depending on the availability of data, one or more of these approaches may be developed. The value indication and relative strength of each developed approach is summarized in the reconciliation. The final value estimate, which completes the valuation process, is the value suggested by the analysis.

### The Cost Approach

The Cost Approach assumes the principal of substitution. This principal affirms that no prudent buyer would purchase a property for more than it would cost to purchase a site and construct a property of similar desirability and utility. It is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land.

The following outline is a step-by-step procedure utilizing the Cost Approach to derive a property value:

1. Estimate the value of the site as though vacant and available to be developed to its highest and best use.
2. Estimate the direct and indirect costs of the improvements as of the effective appraisal date.
3. Estimate an appropriate entrepreneurial incentive from analysis of the market.
4. Add estimated direct costs, indirect costs, and the entrepreneurial incentive to arrive at the total cost of the improvements.
5. Estimate the amount of depreciation in the structure and, if necessary, allocate it among the three major categories: physical deterioration, functional obsolescence, and external obsolescence.
6. Deduct the estimated depreciation from the total cost of the improvements to derive an estimate of their depreciated cost.
7. Estimate the contributory value of the site improvements not already considered.
8. Add the site value to the total depreciated cost of all the improvements to arrive at the indicated value of the property.
9. Adjust the indicated value of the property for any personal property that may be included in the cost estimate.

## **The Sales Comparison Approach**

The Sales Comparison Approach involves a set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison. The basic steps in the procedure of the Sales Comparison Approach are:

1. Research the market to identify similar properties for which sales, listings, and/or offering data is available.
2. Qualify the prices as to those factors that appear to have affected price. These factors are property rights, financing (including favorable financing), conditions of sale (motivational factors), and market conditions (including appreciation or depreciation over time).
3. Compare each of the important attributes of the comparable properties to the corresponding ones of the property being appraised. These general categories include location, physical characteristics, and conditions of sale.
4. Analyze all dissimilarities and adjust for their probable effect on the price of each property to derive new market value indications for the comparable properties.
5. From the pattern developed, formulate an opinion of market value for the subject property.

## **The Income Approach**

The Income Approach is defined as *"that procedure in appraisal analysis that converts anticipated benefits (dollar income or amenities) to be derived from the ownership of property into a value estimate."* The Income Approach is a basic tool for estimating the value of income producing property, based on the thinking and motivation of the typical investor. It is based on the principal of anticipation reflected in the definition of value as the present worth of all rights to future benefits accruing to ownership. The Income Approach is practical only when an income stream attributable to the real estate can be estimated. The basic steps in the procedure of the Income Approach when Direct Capitalization is used are:

1. Estimate the market rent or rents.
2. From the market rent(s) calculate the stabilized potential gross income.
3. Estimate and deduct the forecast vacancy and credit loss allowance to arrive at effective gross income.
4. Estimate the expenses for the subject property

5. Estimate the Net Operating Income for the property.
6. Develop a Capitalization Rate for the subject office and storage property.

### **Methods Considered and Applied**

The **Cost Approach** was considered but not developed. It is not relevant in the valuation of older improvements as estimated physical and functional obsolescence would not be practical and would produce a value conclusion that could be unreliable, misleading, or both.

The **Sales Comparison Approach** was fully developed. The appraiser was able to identify and confirm sales of office properties that were sold in the last couple years.

The **Income Approach** is fully developed. The appraiser estimated the net operating income for the subject property. Using direct capitalization, the appraiser estimated the market value of the property.

## SALES COMPARISON APPROACH

The sales comparison approach, or market approach, is based upon a comparison of the prices that are paid for similar competitive properties in the same market. This approach is most effective in an active market where these prices serve as good indicators of the most probable selling price of the subject property as of the valuation date.

Comparable sales are analyzed and adjusted for property rights conveyed, conditions in the market, terms of financing, unusual sale conditions, differences in physical characteristics and location. The adjusted sales price should be what the comparable property would have sold for if it had possessed similar characteristics of the subject property at the time of sale.

The appraiser searched for sales of office buildings with outbuildings in Strafford and Rockingham Counties. The appraiser found four sales considered relevant. The comparables used are the most relevant properties the submarket produced.

Improved Comparable #1



Location: 10 Lane Road, Raymond NH  
Type: Single-unit office building with warehouse  
Highest & Best Use: Office with warehouse building  
Area Description: In an area of single-family homes within ½ mile of Route 101 at Exit 4.

LEGAL DATA

Sale Date: 12/28/2012  
Sale Price: \$539,000  
Sale Price/SF: \$46.07psf  
Grantor: 10 Lane Rd, LLC  
Grantee: JVD Realty, LLC  
Recorded: Book 5394, Page 034 Rockingham County Registry of Deeds  
Deed Type: Quitclaim  
Property Rights: Fee Simple  
Sale Conditions: None  
Days on Market: 466  
  
Financing: Digital Employee Federal CU - \$215,600  
Sources: Assessor's records, Real Data, Paul McCoy, Broker  
Confirmed By: Michele Crepeau (4/13)

SITE DATA

Map / Lot: 22 / 50  
Lot Size: 8.5+/- acres per deed  
Frontage: 645+/- feet on Lane Road.



Improved Comparable #1 (continued)

Topography: The lot is slopes up from the street and is somewhat sloped in the improvement area. There is a great deal of ledge on the property.  
Zone: Commercial  
Services: Private water & septic, electricity and cable.  
Visibility: Below average visibility as there is a long driveway to access the improvements.  
Access: Excellent - Located ½+/- mile from Route 101 at Exit 4.  
Traffic Count: Not available – in a residential neighborhood.

IMPROVEMENTS

Year Built: 1990  
Building: Two-story wood frame office building on concrete slab with asphalt shingle roof.  
Industrial outbuilding has metal frame with metal siding on concrete slab with 24' of clear span. There is one overhead door and one loading dock. This building is in below average condition.  
GBA: Office: 6,692+/- SF Outbuilding: 5,000+/- SF  
Mechanicals: LP Gas & Electric heat, 3-phase power, Office - 100% AC  
Condition: Office Building-Average-Good Outbuilding- Average  
Quality: Office Building-Average+ Outbuilding- Average  
Parking: Adequate  
Buyer Profile: Owner/user purchase.  
Proposed Use: The company provides sales and installation of facility products and services for construction projects. It will house their offices and warehouse.  
  
Comments: There is large amount of ledge on the property.

Improved Comparable #2



Location:	10 Hampton Road, Exeter NH
Type:	Single-tenant office building/with barn and detached carriage house.
Highest & Best Use:	Offices with storage
Area Description:	Area of mixed use having single-family homes, professional offices, and commercial.

Improved Comparable #2 (continued)

LEGAL DATA

Sale Date: 10/21/2011  
Sale Price: \$475,000  
Sale Price/SF: \$76.46/psf  
\*\* Adjusted Sale Price: \$69.31/psf  
Grantor: Seacoast Hospice  
Grantee: QMMR Realty, LLC  
Recorded: Book 5254, Page 1419 Rockingham County Registry of Deeds  
Deed Type: Warranty  
Property Rights: Fee Simple  
\*\*Sale Conditions: \$50,000 for deferred maintenance including roof, siding, rotted sills, and moisture issues. Barn had structural problems – has been torn down subsequent to the sale.  
Days on Market: 209  
Financing: Optima Bank & Trust - \$427,500  
Sources: Assessor's records, Real Data, Chris McMahon, Broker  
Confirmed By: Michele Crepeau (4/13)

SITE DATA

Map / Lot: 69 / 7  
Lot Size: 1.64+/- acres  
Frontage: 175+/- feet on the Hampton Road.  
Topography: The lot slopes up slightly from the street and is level in the improvement area and slopes at the rear.  
Zone: Commercial  
Services: Municipal water and septic, electricity and cable.  
Visibility: Good visibility in both directions.  
Traffic Count: VPD count at Hampton town line was 2,900 in 2012.

IMPROVEMENTS

Year Built: 1890  
Building: Colonial-style wood frame with full basement space, with walk-out lower level.  
GBA: 6,132+/- SF  
Mechanicals: Electric Heat Pumps, 100% AC, four baths  
Condition: Average  
Quality: Average  
Parking: 40+/- spaces  
Buyer Profile: Owner/User  
Buyer Use: Medical Research  
Comments: Formerly Seacoast Hospice offices

Improved Comparable #3



Location: 40 King Street, Auburn NH  
Type: Industrial/Flex  
Highest & Best Use: Same  
Sale Date: 2/21/2011  
Sale Price: \$700,000 (\$51.17/sf)  
Grantor: Halpar, GP  
Grantee: 47-2 King's Court LLC  
Recorded: Book 4364 Page 1394 Rockingham County Registry of Deeds  
Deed Type: Warranty  
Property Rights: Fee Simple  
Sale Conditions: None  
Financing: Conventional - Centrix Bank \$77,000  
Sources: Assessor's Office, Jeanne Butler, Broker, Norwood Group, David Morin Selling Agent, Prudential RE. The property was offered for sale by The Norwood Group.

SITE

Map / Lot: 025/047/002  
Zone: 03 Commercial/Industrial  
Confirmed: Michele Crepeau 4/21/11  
  
Lot Size: 2.001  
Grade: Improvements just above street grade.  
Services: Private water and sewer, propane gas, 400 amp 3-phase power  
Parking: Ample  
Access: Within 2 miles of Route 101 at either Exit 1 or Exit 2.

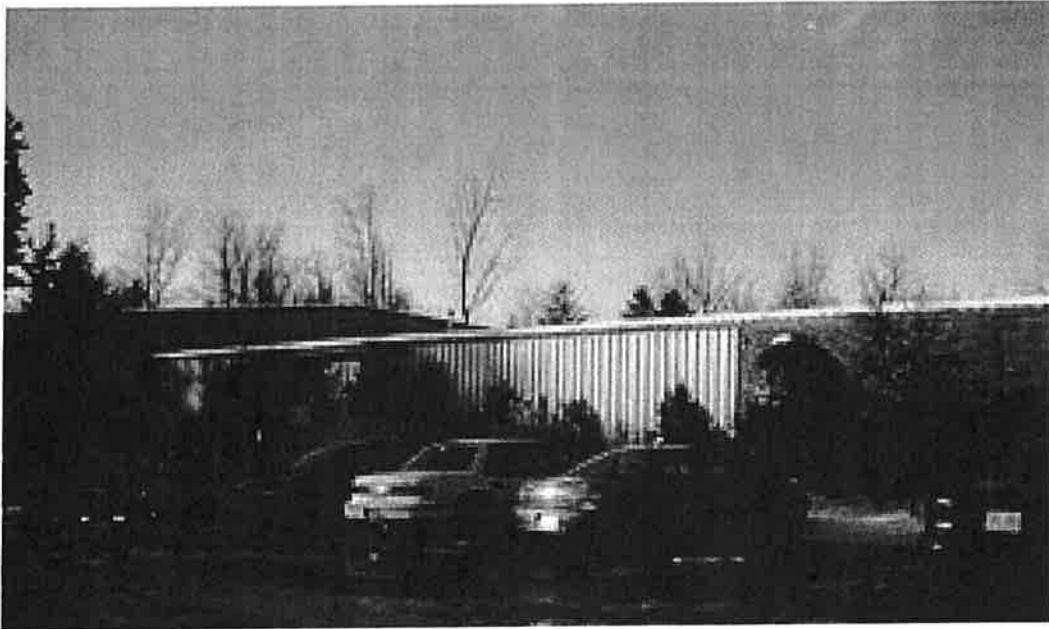
Improved Comparable #3 (continued)

IMPROVEMENT

Year Built: 2006  
Building: Corrugated Steel Construction  
GBA: 13,680 on one level  
Mechanical: FHW & Radiant wall propane heat  
Condition: Average to Above -Average  
Quality: Average

- Comments: Free standing steel industrial bldg with 4,610 sf office space, 18-20 ft clear height, mezzanine, 400 amp 3-phase power, FHA and wall radiant gas heat, 2 loading docks w/ 14' door and 1- 12' door, 2 baths, paved lot. The building has been divided into 3 units but can easily be combined as one. The building is within 2 miles of Route 101 at Exit 1. The neighborhood is mixed use. The neighbors surrounding the property include a bus garage and service facility, an insulation company and other light manufacturing/ distribution facilities. There is a residential area to pass through before arriving in the industrial area. This is not uncommon in this area.

Improved Comparable # 4



Location: 246 Calef Hwy, Barrington NH  
Type: Industrial warehouse with office  
Highest & Best Use: Industrial  
Area Description: Area of mixed use having light industrial, commercial, vacant land, and single-family homes.

LEGAL DATA

Sale Date: 5/20/2011  
Sale Price: \$800,000  
Sale Price/SF: \$26.67/psf  
Grantor: Edward W. Rene 1996 Revocable Trust  
Grantee: 246 real Estate Holdings, LLC  
Recorded: Book 3926, Page 760 Strafford County Registry of Deeds  
Deed Type: Warranty  
Property Rights: Fee Simple  
Sale Conditions: None Disclosed  
Days on Market: 30

Financing: Federal Savings Bank - \$640,000  
Sources: Assessor's records, Real Data, Peter Billpip, Broker  
Confirmed By: Michele Crepeau (4/13)

SITE DATA

Map / Lot: 223 / 007

Improved Comparable #4 (continued)

Lot Size: 3.01+/- acres  
Frontage: 213+/- feet on the Calef Highway (Route 125)  
Topography: The lot is at the street and is level in the improvement area sloping to the north side.  
Zone: Commercial  
Services: Private water and septic, electricity and cable.  
Visibility: Good visibility in both directions.  
Access: No immediate Interstate or divided highway access.  
Traffic Count: VPD count was 14,000 in 2011.

IMPROVEMENTS

Year Built: 1992  
Building: Steel frame metal sided building on concrete slab. The building has a 2,500 sf office area on two floors and three half baths. Mezzanine area in rear of building.  
GBA: 30,000 +/- SF  
Mechanicals: Air conditioned office, heated office & warehouse, 3-phase electrical  
Condition: Average- new owner was updating the office area. The newer 10,000 sf of industrial space added in approximately 2007 was in above-average condition.  
Quality: Average  
Parking: 30+/- spaces  
Buyer Profile: Owner/User

Improved Comparable - FOR INFORMATIONAL PURPOSES ONLY



Location: 77 Main Street, Raymond NH  
Type: Office condo units (2) purchased as a whole - Former post office building  
Highest & Best Use: Office condos  
Area Description: Downtown Raymond

LEGAL DATA

Sale Date: 1/8/2013  
Sale Price: \$200,000  
Sale Price/SF: \$64.72/psf  
Grantor: That Drewl. LLC  
Grantee: Woodhead, LLC.  
Recorded: Book 5397 Page 534 Rockingham County Registry of Deeds  
Deed Type: Warranty  
Property Rights: Fee Simple  
Sale Conditions: None influencing the sale price.  
Days on Market: 1021

Financing: Newburyport Five Cents Savings Bank - \$140,000  
Sources: Assessor's records, Real Data, Craig Frank, Broker 431-3001.  
Confirmed By: Michele Crepeau (4/13)

SITE DATA

Map / Lot: 028 / 003 / 031



Improved Comparable (continued) - **FOR INFORMATIONAL PURPOSES ONLY**

Lot Size: 0.80+/- acres  
Frontage: 210+/- feet on Main Street.  
Topography: The lot slopes up slightly street level and is level in the improvement area.  
Zone: Commercial  
Services: Private water and sewer, electricity and cable.  
Visibility: Excellent visibility in both directions.  
Traffic Count: 3,600 VPD count in 2010.

**IMPROVEMENTS**

Year Built: 1976  
Building: Brick exterior building with asphalt shingle roof and membrane roof. The interior of has carpet and vinyl flooring, sheetrock walls, dropped ceilings and fluorescent lights.  
GBA: 3,090+/- SF  
Mechanicals: Propane-fired FHA heat, and air conditioning.  
Condition: Average+  
Parking: 33+/- spaces  
Buyer Profile: Investor – Craig Jewett, Builder.  
Proposed Use: The buyer plans to lease out both units.  
  
Comments: The building is split into two condos. Buyer purchased both units for investment purposes.

## COMPARABLES GRID

	#1	#2	#3	#4
122 Mast Rd Lee	10 Lane Rd Raymond	10 Hampton Rd Exeter	51 King St Auburn	246 Calef Hwy Barrington
Market Condition (4/2013)	1/2013	10/2011	2/2011	9/2012
Sale Price:	\$539,000	\$475,000	\$700,000	\$800,000
Size: 11,894+/- sf	11,700+/- sf Similar	6,132+/- sf Superior	13,680+/- sf Sl. Inferior	30,000+/-sf Inferior
SalePrice/Square Foot:	\$46.07	\$69.31	\$51.17	\$26.67
Office Quality/Condition: Average	Avg-Good Sl. Superior	Average Similar	Avg-Good Sl. Superior	Average Similar
Outbuilding Qual/Cond: Average	Average Similar	Average Similar	None N/A	None N/A
Access: Average	VGood Superior	VGood Superior	VGood Superior	Average Similar
Lot Size: 7.44 Ac	8.5+/- Ac Similar	1.64+/- Ac Inferior	2.0 +/- Ac Inferior	3.0+/- Ac Inferior
Parking: Adequate	Adequate Similar	Adequate Similar	Adequate Similar	Adequate Similar
Utility	Similar	Similar	Sl. Inferior	Sl. Inferior
Overall Rating to Subject	Superior	Superior	Superior	Inferior

### Market Condition

According to knowledgeable market participants interviewed, the value of commercial properties in the Seacoast Area stabilized in 2009 after a period of decline. No depreciation rate could be extracted from resales.

### Unit Size:

As there is an inverse relationship between size and price this factor is taken into account is assigning weightings to the comparable sales. This is based upon the theory of diminishing marginal utility. Sale #1 is similar in size to the subject. Sale #2 is smaller than the subject property, therefore considered superior. Sale #3 is 15% larger considered slightly inferior to the subject. Sale #4 is 2.5x the size of the subject, considered inferior.

### Quality/Condition

The subject property improvements are considered to be of average quality. Sale #1 office building exterior is considered superior having new windows, roof, and siding. The interior is considered average. Sale #2 office space is considered average both buildings similar to the subject. Sale #3, built in 2006, is considered superior to the subject property. Sale #4, built in 1992 and added onto in 2007, was considered to be of similar quality and condition as the subject.

### Traffic Count

Per the New Hampshire DOT website, Turtle Pond Rd under Route 4 (NB-SB) had a VPD traffic count of 5,500 in 2012. There is insufficient information to make a judgment of traffic count on Mast Road.

### Access

The subject property access is considered average due to its rural location in a residential area. Although located approximately 5 miles from Route 125 and 2 miles from US Route 4 there is no immediate Interstate or divided highway access. Sale #1 has little visibility from the street but has excellent access, ½ mile from Route 101 at Exit 4. Sale #3 has superior access located within 2 miles of Route 101 at either exit 1 or 2. Sale #2 is located within 1.5 miles of Route 101 at Exit 11. Sale #4 has average visibility, location on Route 125. This location has no immediate interstate or divided highway access, similar to the subject.

### Lot Size

A larger lot size would allow for expansion of the improvements as well as more parking. The subject has a 7.44+/-acre site. Sale #1 has similarly sized site but has a large amount of ledge and many contours. Sale #2, Sale #3, and Sale #4, having much smaller sites, are considered inferior to the subject site.

Parking

Parking capacity for employees and for customer/clients is an important attribute of an office property. The subject and all the comparables have adequate parking.

Utility

For this trait the appraiser is comparing the units based on several factors based on office building needs. Traits considered are for overall accessibility, visibility, storage, and parking, etc. The subject property is considered to be average for this trait. Sale #1 and #2 are considered similar to the subject for their utility and their outbuildings. Sale #3 and Sale #4 are considered inferior because of the ratio of office space to the GBA as a whole.

The analysis of the comparable properties indicate a per square foot value range from \$26.67 to \$69.31. All comparable properties are considered relevant. Sale #1 and Sale #4 were considered the most relevant sales. Sale #1 is considered most similar to the subject property as it has an office building and a warehouse although having superior access to Route 101. Sale #2 is superior in location, square footage, and location. Sale #3 is superior in quality/condition and access and inferior in utility. Sale #4 was given the least weight for its dissimilarities to the subject.

Mean:\$48.30                  Median:\$48.62

Sale 1	\$ 46.07 x 40%	=\$18.43
Sale 2	\$ 69.31 x 15%	=\$10.40
Sale 3	\$ 51.17 x 15%	=\$ 7.68
Sale 4	\$ 26.67 x 30%	=\$ 8.00

Total                                  \$44.51

The subject property is estimated to have a market value of \$45 s/f, rounded.

**INDICATED VALUE VIA THE SALES COMPARISON APPROACH**

**11,894 sf        x        \$45 /sf =        \$535,230**

## INCOME APPROACH

Current market rent or economic rent forms the basis of this approach to value. According to Real Estate Appraisal Terminology, economic rent is defined as *"the rental income that a property would most probably command on the open market as of the effective date of the appraisal"*. A survey of the marketplace was conducted to determine what market rent would be applicable to the subject.

### Lease Comparable #1

Location: 30 Riverside, Greenland NH  
Type: Office Suite  
Lease Date: 4/16/2013  
Square Footage: 1,400 sf  
Lease Type: Gross  
Lease Rate: \$11.00  
Lease Term: Unknown  
Source: NECPE, NNEREN  
Comment: Located on a side street off of Portsmouth Ave (Route 33)

### Lease Comparable #2

Location: 73 Newton Rd, Unit 1C, Plaistow NH  
Type: Office Suite  
Lease Date: 10/29/2012  
Square Footage: 289 sf  
Lease Rate: \$12.00  
Lease Type: Gross  
Lease Term: Unknown  
Source: NECPE, NNEREN  
Comment: Slightly superior location located 3 miles from Interstate 495 at Exit 52.

### Lease Comparable #3

Location: 3 Main Street, Atkinson NH  
Type: Office Suite  
Lessee: Unknown  
Lease Date: 1/2011  
Square Footage: 1,054 sf  
Lease Type: Gross  
Lease Rate: \$18.21/psf  
Description: Multi-unit office building  
Source: NECPE, NNEREN  
Comments: Superior location with 12,000 VPD count

Lease Comparable #4

Location: 10 Hampton Rd, NH (Comp #2 outbuilding)  
Type: Office  
Tenant: Unknown  
Size: 1,116+/- sf  
Lease Date: 5/1/2012  
Lease Rate: \$15/psf  
Lease type: Modified gross  
Description: This unit has 792 sf finished of office space on 2 floors and a garage/storage area on the first floor.  
Source: Chris McMahon, Broker, NNEREN, NECPE  
Comment: Superior access to Route 101

Lease Comparable #5

Location: 6 Mary E. Clark Drive, Hampstead NH  
Type: Office Suite  
Lease Date: 10/29/2012  
Square Footage: 1,144 sf  
Lease Type: Modified Gross  
Lease Rate: \$13.00  
Lease Term: Unknown  
Source: NECPE, NNEREN  
Comment: Superior location at corner of Routes 111 and 121. VPD count on Route 111 was 13,000 in 2012.

Lease Comparable #6

Location: 1 Old Dover Rd, Rochester NH  
Type: Office Suite  
Lease Date: 7/1/2010  
Square Footage: 1,644 sf  
Lease Type: Modified Gross  
Lease Rate: \$10.22  
Lease Term: One year  
Source: NECPE, NNEREN  
Comment: Superior location within 1 mile of the Spaulding Turnpike at Exit 12.

### Lease Comparable #7

Location: 77 Main Street, Raymond NH  
Type: Office Suite  
Lease Date: TBD  
Square Footage: 700+/- sf  
Lease Type: Modified Gross  
Asking Lease Rate: \$13.71/psf  
Lease Term: TBD  
Source: NECPE, NNEREN  
Comment: Superior location approximately 1.5+/- miles from Route 101 at Exit 4.

The subject units are rented on a gross lease basis. The leased comparables all have superior locations. The gross leases range from \$11.00/psf to 18.21 psf. The lease at the high end has a VPD count of 12,000. The modified gross leases range from \$10.22 to \$13.71. The most similar locations are Lease Comp #1 and Lease Comp #2, leasing for \$11.00/psf and \$12.00/psf respectively. The subject property has inferior access/location when compared to these two leases. The two subject units are currently leased for \$10.00/psf. That is the per square foot used for the lease rate.

The outbuilding, with two offices (the apartment will be considered office space) and garage space, has been solely used for storage and not leased out. The main building having 8,782 square feet has two leases. One unit has a gross lease for 3,800 square feet at @10 per square foot. The second unit has a gross lease for 2,556 square feet at \$19.25 per square foot. Upon inspection of the property there was no vacant space. There is a difference of 2,426 square feet which is unaccounted for. Therefore, it is assumed the second lessee's actual square footage is 4,982 square feet. The gross rent divided by the revised square footage is a \$10 per square foot rate, rounded

**Estimated Potential Gross Income = \$10.00/psf x 11,894 sf = \$ 118,940**

### **Stabilized Year One Potential Gross Income (PGI)**

Synonymous herein with overall gross income. The income applied reflects the rent or rents deemed representative of the market as summarized in the market rent survey section of this report.

### **Vacancy & Collection Loss**

A rate of 25% is estimated for vacancy and collection loss. Upon examination of the Landlord's Schedule E tax forms and comparing this information to the potential gross income there is a high vacancy/collections percentage for this property.

## **Fixed Expenses**

Fixed expenses are operating expenses that generally do not vary with occupancy and have to be paid whether the property is occupied or vacant. In this case, real estate taxes and insurance have been identified as a fixed cost.

## **Operating Expenses**

Operating expenses or variable expenses are generally expenses that vary with the level of occupancy or extent of services provided. In the subject operating statement, these expenses are the responsibility of the landlord.

Electricity/Propane/Oil – These charges are the direct responsibility of the landlord.

Management – Estimated at 3% of effective gross income (EGI) based upon conversations with local property managers.

Maintenance – Estimated at 5% of effective gross income (EGI) based upon conversations with local property managers.

Replacement Reserves – An allowance must be taken to provide for periodic replacement of major building components that wear out more rapidly than the building itself and must be replaced during the building's economic life. In the subject operating statement, a 3% of EGI allowance is deemed appropriate given the building's age and condition.



The outbuilding, with two offices (the apartment will be considered office space) and garage space, has been solely used for storage and not leased out. The main building having 8,782 square feet has two leases. One unit has a gross lease for 3,800 square feet at @10 per square foot. The second unit has a gross lease for 2,556 square feet at \$19.25 per square foot. Upon inspection of the property there was no vacant space of 2,426 square feet. Therefore, it is assumed the second lessee's actual square footage is 4,982 square feet. The gross rent divided by the revised square footage is a \$10 per square foot rate, rounded.

In reviewing the tax returns there was a sharp drop in income from 2009 to 2010. The 2010 and 2011 tax returns reflect a large vacancy/collection loss.

Development of the Year One Stabilized Income Statement

POTENTIAL GROSS INCOME (PGI)	\$118,940
Less Vacancy and Collection Loss @ 25% of PGI	<u>\$ 29,735</u>
EFFECTIVE GROSS INCOME (EGI)	\$ 89,205
EXPENSES	
Real Estate Taxes	\$ 24,874
Insurance	\$ 3,900
Electricity/Propane/Oil	\$ 21,300
Management @ 3% of EGI	\$ 2,676
Maintenance @ 5% of EGI	\$ 4,460
Landscaping/Snow Removal/Trash	\$ 11,000
Replacement Reserves @ 3% of EGI	<u>\$ 2,676</u>
Total Expenses	\$ 70,886
NET OPERATING INCOME	\$ 18,319

### Development of the Overall Capitalization Rate

The next step in this approach is choosing an appropriate overall capitalization rate, which is defined as: *"An income rate for a total real property interest that reflects the relationship between a single year's net operating income expectancy, or an average of several year's income expectancies and a total price or value; used to convert net operating income into an indication of overall property value."*

The overall capitalization rate (Ro) in this case may be developed via Market Extraction from comparable sales, via the Band of Investment-Mortgage and Equity Components or the Debt Coverage Formula. Market extraction is the preferred technique when sufficient data on sales of similar properties is available. Based upon data on recent transactions of these type properties and consulting the Price Waterhouse Cooper Rate for the 4<sup>th</sup> Quarter in 2012, it is the appraiser's opinion an appropriate capitalization rate to apply to the subject's NOI is 8%.

### **INDICATED VALUE VIA THE INCOME APPROACH**

When applying direct capitalization, Income divided by Rate equals Value

$$\frac{I}{R} = V$$

<u>Projected NOI</u>	<b>\$18,319 = \$228,987 or \$229,000 (Rounded)</b>
Capitalization Rate	8.0%

## RECONCILIATION

Reconciliation is the process of coordinating and integrating the facts in order to develop a unified conclusion. In the estimation of the most probable market value of the subject property, the appraiser considered the Sales Comparison Approach and Income Approach. Each of these approaches is recognized to be an established appraisal technique in the valuation of real estate. The purpose of reconciliation is to develop the most reliable estimate of value based on an analysis of the quality, quantity and durability of all the data developed. The Sale Comparison Approach was double weighted.

### Summation of Value Indications

<b>Sales Comparison Approach</b>	<b>\$535,000</b>
<b>Income Approach</b>	<b>\$229,000</b>

### FINAL VALUE ESTIMATE

As a result of my investigation and analysis of the data contained in the report, I find the most probable "as is" market value of the subject unit, in fee simple, as January 13, 2013, to be:

**Four Hundred Thirty-Four Thousand Dollars**

**\$434,000**

The values indicated are subject to the General Assumptions and General Limiting Conditions located in the report addenda.

## ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions.

### General Assumptions

No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

The property is assumed free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering studies are assumed to be correct. The plot plans and illustrative materials are included only to help the reader visualize the property.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in this forecast of valuation.

It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a non-conformity has been identified, described and considered in the value range forecast.

It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value range forecast is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in this report.

The appraisal should not be considered a report on the physical items that are a part of this property. Although the appraisal may contain information about the physical items being appraised (including their adequacy and/or condition), it should be clearly understood that this information is only to be used as a general guide for property valuation and not as a complete or detailed physical report. The appraisers are not construction, engineering, environmental, or legal experts, and any statement given on these matters in this report should be considered preliminary in nature.

The observed condition of the foundation, roof, exterior walls, interior walls, floors, heating system, plumbing, insulation, electrical service, and all mechanicals and construction is based on a casual inspection only and no detailed inspection was made. For instance, we are not experts on heating

systems and no attempt was made to inspect the interior of the furnace. The structures were not checked for building code violations, and it is assumed that all buildings meet applicable building codes unless so stated in the report.

Some items such as conditions behind walls, above ceilings, behind locked doors, or under the ground are not exposed to casual view and therefore were not inspected. The existence of insulation, if any is mentioned, was found by conversation with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements about insulation cannot be guaranteed.

Because no detailed inspection was made, and because such knowledge goes beyond the scope of the value range forecast, any observed condition or other comments given should not be taken as a guarantee that a problem does not exist. Specifically, no guarantee is made as to the adequacy of condition of the foundation, roof, exterior walls, interior walls, floors, heating system, air conditioning system, plumbing, electrical service, insulation, or any other detailed construction matters. If any interested party were concerned about the existence, condition, or adequacy of a particular item, we would strongly suggest that a construction expert be hired for a detailed investigation.

Engineering analyses of the subject property were neither provided for nor made as a part of this value range forecast. Any representation as to the suitability of the property for uses suggested in this analysis is therefore based only on a rudimentary investigation and the value range forecast is subject to such limitations.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value range forecast of the property. Since we have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value range forecast of the property has not been considered.

Unless otherwise stated, the existence of hazardous materials, which may or may not be present on the property, was not observed. The preparer of this value range forecast, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The appraisal value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

#### General Limiting Conditions

Any allocation of the total value estimate in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Possession of this report, or a copy thereof, does not carry with it the right of publication.

The appraiser, by reason of this appraisal, is not required to give further consultations or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.

Laws of the Appraisal Institute govern disclosure of the contents of this report. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

The appraiser may not divulge the material (valuation) contents of this report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing, (except as may be required by the Bylaws and Regulations of the Appraisal Institute as they request in confidence for ethics enforcement), or by a court of law or body with the power of subpoena.

If this appraisal is used for mortgage loan purposes, the appraiser invites attention to the fact that (1) the equity cash requirements of the sponsor have not been analyzed, (2) the loan ratio has not been suggested, and (3) amortization method and term have not been suggested.

The function of this report is not for use in conjunction with a syndication of real property. This report cannot be used for said purposes and, therefore, any use of this report relating to syndication activities is strictly prohibited and unauthorized. If such an unauthorized use of this report takes place, it is understood and agreed that The Stanhope Group has no liability to the client and/or third parties.

Furnishings and equipment or business operation, except as specifically indicated and typically considered as a part of real estate, have been disregarded with only the real estate being considered.

On all appraisals subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusions are contingent upon completion of the improvements in a workmanlike manner.

The forecasts, projections, or operating estimates contained herein are based on market data and conditions as of the date of this report. Although reasonably expected trends are projected, it is impossible to accurately anticipate the future conditions that could influence the value. Any substantial changes in market conditions could have a favorable or unfavorable influence on the value. There is no responsibility assumed regarding future changes in the market that could not be anticipated as of the date of this report.

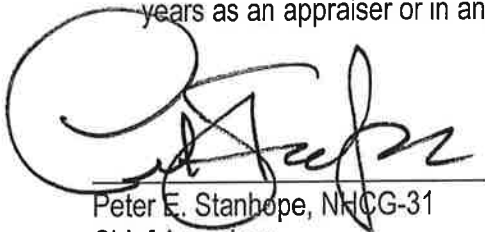
#### Acceptance and Use

Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Assumptions and General Limiting Conditions.

## CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- Peter Stanhope inspected the property that is the subject of this report. Michele Crepeau provided research assistance for this appraisal.
- Anyone who provided real property appraisal assistance to the person signing this certification is noted in the report addenda.
- I have not provided any real estate services regarding the subject property within the prior three years as an appraiser or in any other capacity.



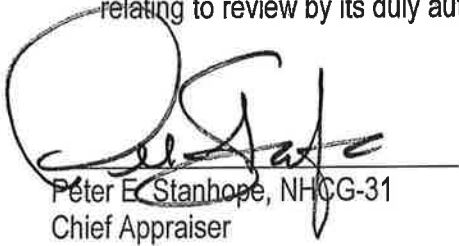
Peter E. Stanhope, NH CG-31  
Chief Appraiser



Michele Crepeau  
Associate Appraiser

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

- I certify the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Peter E. Stanhope, NHCG-31  
Chief Appraiser



SUBJECT PHOTOGRAPHS



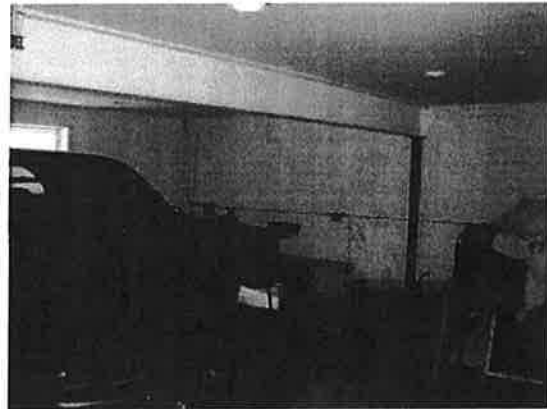
Main Building Exterior



Outbuilding Exterior



Main Building Exterior



Outbuilding Exterior



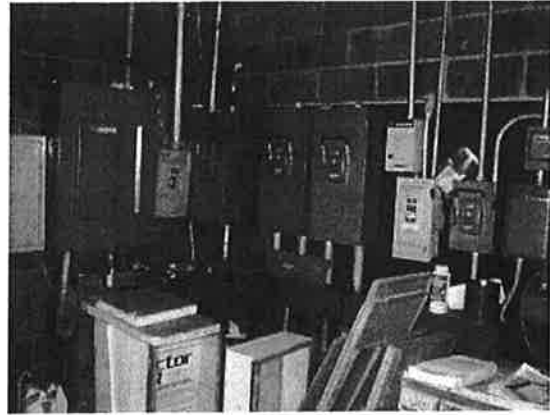
Outbuilding Exterior



Outbuilding Exterior



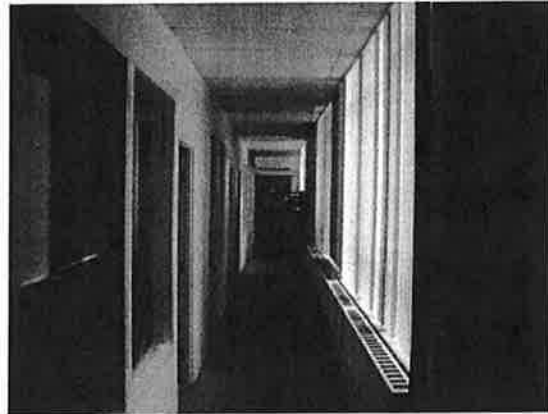
Parking Lot



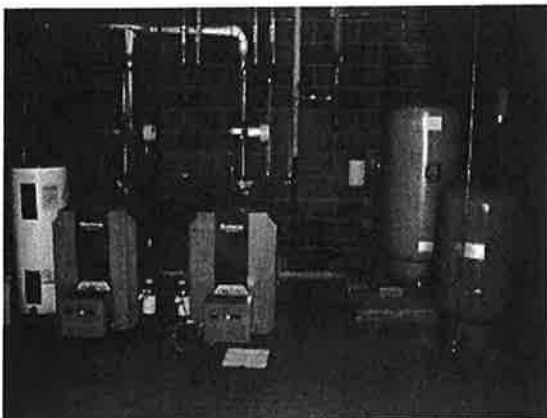
Electrical Boxes



Outbuilding - rear



Main Building Unit



Mechanicals



Main Building Unit



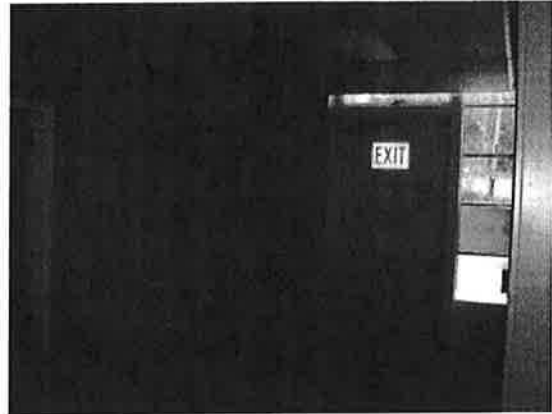
Main Building Unit



Main Building Unit



Main Building Unit



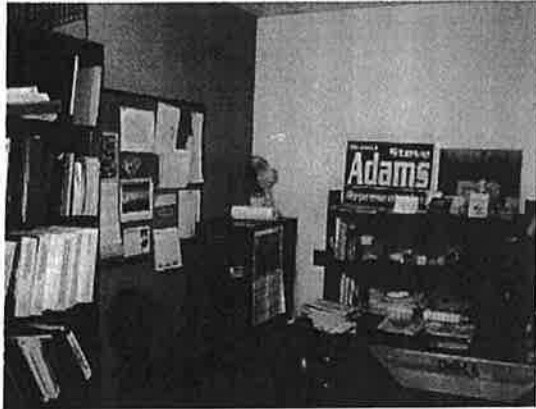
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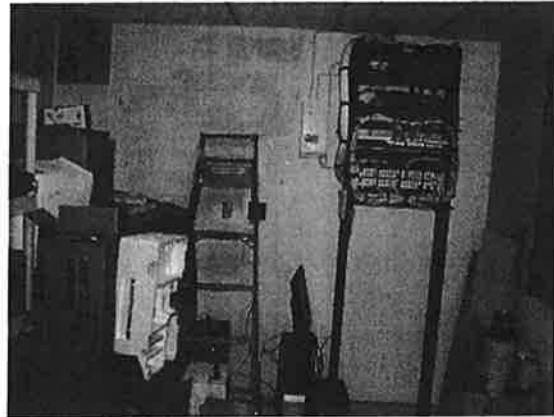
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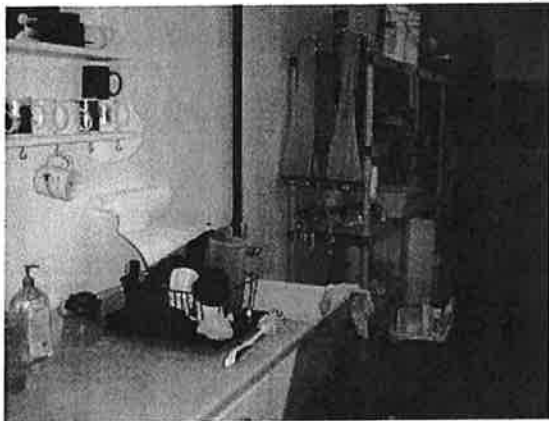
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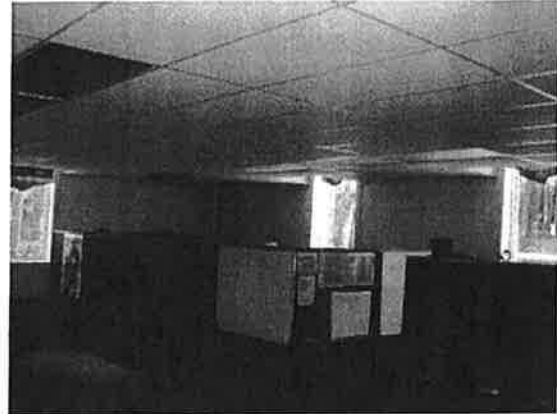
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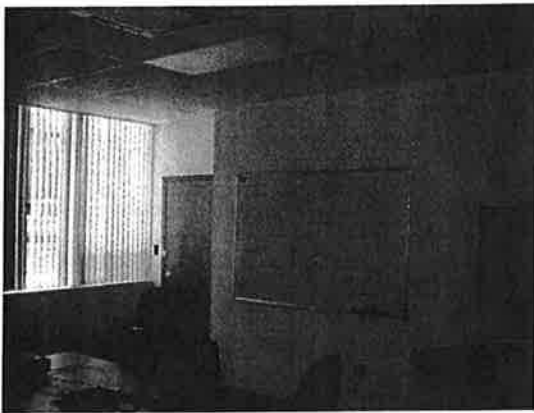
Main Building Unit



Main Building Unit



Main Building Unit



Main Building Unit



Main Building Unit



Outbuilding - Apartment



Outbuilding - Apartment

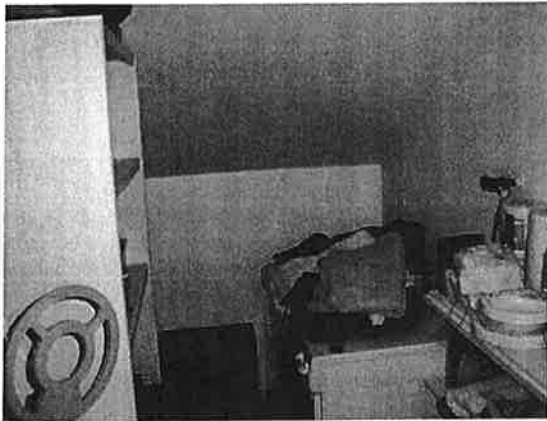




Outbuilding - Apartment



Outbuilding - Apartment



Outbuilding - Apartment



Outbuilding - Apartment



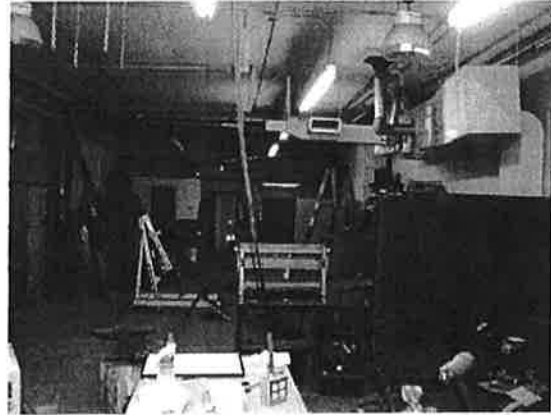
Outbuilding - Apartment



Outbuilding



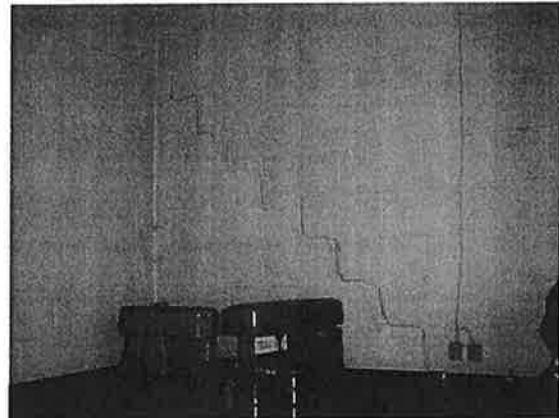
Outbuilding



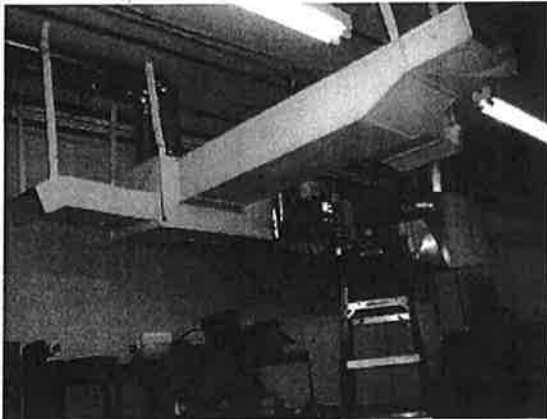
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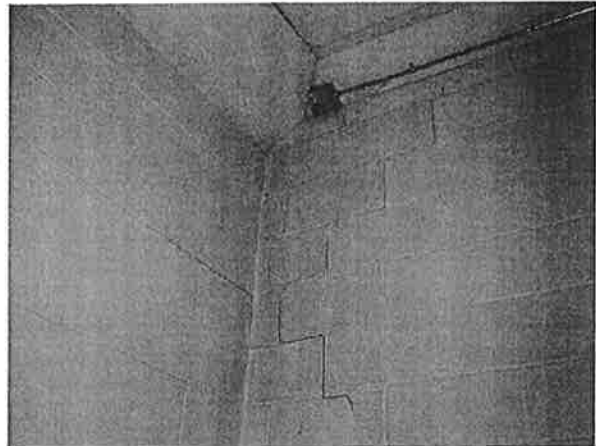
Outbuilding



Outbuilding - Structural Damage



Outbuilding



Outbuilding - Structural Damage



WARRANTY DEED

2001 JUL -3 PM 2:13  
STRAFFORD COUNTY  
REGISTRY OF DEEDS  
013158

KNOW ALL MEN BY THESE PRESENTS, That PETER M. WITHAM, being single, of Lee, County of Strafford, New Hampshire, for consideration paid, grants to 122 MAST ROAD, LLC, of 122 Mast Road, Lee, County of Strafford and State of New Hampshire; with WARRANTY COVENANTS the following premises located in the Town of Lee, County of Strafford and State of New Hampshire, and being further bounded and described as follows:

Beginning at a stake and stones on Southerly side of said Route #155, and at the Northeast corner of land now or formerly of Arthur Fox; thence running S 88° 45' E one hundred (100) feet; S 83° 35' E two hundred (200) feet, and S 78° 25' E one hundred (100) feet, all along Southerly side of said Route 155 to a stake and stones; thence turning and running S 04° 52' W along other land of Mary A. Booth, eight hundred three and two-tenths (803.2) feet to a stake and stone; thence turning and running N 83° 35' W along land of said Booth four hundred (400) feet to a stake and stone; thence turning and running N 03° 40' E along land now or formerly of Henry Bedard, three hundred sixty-four and four tenths (364.4) feet to a point; thence continuing N 08° 05' E along land of either Bedard or Fox, three hundred forty (340) feet to a point; thence continuing N 01° 10' W along said Fox land one hundred (100) feet to the stake and stone at the point of beginning.

Containing 7.44 acres of land.

Grantor hereby releases his homestead rights and any interests therein.

Meaning and intending to convey the same premises conveyed to the Grantor by deed of The Lance Corporation, dated July 31, 1996 and being recorded with the Strafford County Registry of Deeds at Book 1879, Page 0149.

WITNESS my hand this 2 day of July, 2001.

*[Signature]*  
Witness

*[Signature]*  
Peter M. Witham

STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS.

July 2, 2001

Personally appeared the above named Peter M. Witham and acknowledged the foregoing to be his voluntary act and deed.

Before me,

Justice of the Peace/Notary Public

My comm. Expires: 11/23/02



**Town of Lee**

Parcel ID: 000013 000011 000200  
 Owner: 122 MAST ROAD, LLC  
 Location: 122 MAST ROAD  
 Acres: 7.620

**General**

Valuation		Listing History	
Building Value:	\$451,400	List Date	12/12
Features:	\$12,400	03/19/2012	JQ
Taxable Land:	\$231,300	08/17/2008	DMVM
Card Value:	\$695,100	08/15/2002	TMRL
Parcel Value:	\$830,800	02/27/2003	BHPA
		03/15/2000	BHPA

Notes: RED/WHT; CONVERTED TO OFFICE SPACE - 6 UNITS; EXT=GOOD; 3 DIFFERENT PARKING LOTS ADDED TOGETHER; NOH; 3/12-8P'S COMPLETE. INT TOUR W UNH. NEW DOOR IN WOMANS BATH=HANDICAP ACCESS. ADDED STO/ SERVER RMS AT REAR OF BLDG. DUCTLS SPLIT A/C'S=FUNC DEP. PHONE DISCUSN W BLDG OWNER 3/19/12.

**History Of Taxable Values**

Tax Year	Building	Features	Land	Value Method	Total Taxable
2012	\$587,100	\$12,400	\$231,300	Cost Valuation	\$830,800
2011	\$582,500	\$12,400	\$231,300	Cost Valuation	\$826,200
2010	\$488,000	\$12,400	\$365,600	Cost Valuation	\$866,000

**Sales**

Sale Date	Sale Type	Qualified	Sale Price	Grantor	Book	Page
07/03/2001	IMPROVED	YES	\$625,000	WITHAM, PETER	2337	490
08/02/1996	IMPROVED	YES	\$125,000	LANCE CORP.	1879	149

**Land**

Size: 7.620 Ac. Site:  
 Zone: 01 - RES Driveway:  
 Neighborhood: AVERAGE+10 Road:  
 Land Use: COM/IND Taxable Value: \$231,300

Land Type	Units	Base Rate	N	Adj	Site	Road	Dway	Topo	Cond	SPI	R	Tax Value
COM/IND	1.950 AC	80,000	F	110	100	100	100		250	0	N	220,000
COM/IND	5.670 AC	4,000	X	100	0	0	0		50	0	N	11,300
			①						①	①		

**Building**

1 STORY FRAME OFFICE Built In 1961

Roof: FLAT Bedrooms: 0 Quality: MIN+10  
 ROLLED/COMPO Bathrooms: 4.0 Size Adj. 0.8400



Town of Lee

Parcel ID: 000013 000011 000200  
 Owner: 122 MAST ROAD, LLC  
 Location: 122 MAST ROAD  
 Acres:

General

Valuation		Listing History	
Building Value:	\$135,700	List Date	Listed
Features:	\$0	08/17/2006	DMVM
Taxable Land:	\$0	08/15/2002	TMRL
Card Value:	\$135,700		
Parcel Value:	\$830,800		

Notes: WHITE; OFFICE; EXT=GOOD; NOH;

History Of Taxable Values

Tax Year	Building	Features	Land	Value Method	Total Taxable
2012	\$587,100	\$12,400	\$231,300	Cost Valuation	\$830,800
2011	\$582,500	\$12,400	\$231,300	Cost Valuation	\$826,200
2010	\$488,000	\$12,400	\$365,600	Cost Valuation	\$866,000

Sales

There Are No Sales For This Card

Land

There Is No Land For This Card

Building

1 STORY FRAME OFFICE Built In 1961

Roof:	GABLE OR HIP ASPHALT	Bedrooms:	0	Quality:	AVG-10
Exterior:	CNCRT OR BLK VINYL SIDING	Bathrooms:	0.0	Size Adj.	1.3317
Interior:	DRYWALL	Extra Kitchens:	0	Base Rate:	98.00
Flooring:	MINIMUM CARPET	Fireplaces:	0	Building Rate:	0.8629
Heat:	OIL	Generators:	0	Sq. Foot Cost:	93.03
	HOT WATER	AC:	NO	Effective Area:	1,894
		Comm. Wall Factor:	110	Cost New:	\$176,199
		Comm Wall:	MASONRY		

Depreciation						Assessment
Normal AVERAGE	Physical	Functional DESIGN/USE	Economic	Temporary	Total Dpr.	
18%	0%	5%	0%	0%	23%	\$135,700

Features

There Are No Features For This Card

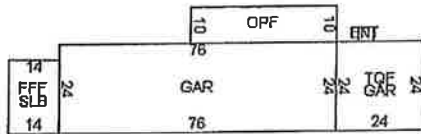
Photo





Sketch

Code	Description	Area	Eff Area
OPF	OPEN PORCH FIN	400	100
TQF	3/4 STRY FIN	576	432
GAR	GARAGE ATTCHD	2,400	1,080
FFF	FST FLR FIN	280	280
SLB	SLAB	280	
ENT	ENTRANCE	16	2
<b>Totals</b>			<b>1,894</b>



Printed on 03-19-13



SECOND AMENDMENT TO LEASE

This SECOND Amendment to Lease is entered into as follows between 122 Mast Road, LLC, a New Hampshire limited liability Company (as "Landlord") and Maxim Integrated Products, Inc., a Delaware corporation (as "Tenant").

WHEREAS, Landlord and Tenant have heretofore entered into that certain Office Lease, with a commencement date of August 19, 2009 wherein Landlord leased to Tenant space consisting of approximately 1700 rentable square feet known as 122 Mast Road, Lee, New Hampshire, 03861 (the "Leased Premises"), and

WHEREAS, Landlord and Tenant on December 29, 2009 have heretofore entered into a First Amendment that increased the "Leased Premises" to approximately 1830 rentable square feet known as 122 Mast Road, Lee, New Hampshire, 03861 (the "Leased Premises"), and

WHEREAS, Landlord and Tenant have agreed to amend the Lease as and upon the terms and conditions hereinafter specified.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, each of the undersigned does hereby agree as follows:

1. **Space Leased.** An addition of approximately 630 sf will be added to the space leased. The total space leased will be approximately 2556 sf.
2. **Rental.** Beginning on November 1, 2011, Sections 3.1 and 3.2 of the Lease shall be replaced by "The Tenant shall pay the Landlord annual rent of Forty Nine Thousand Two Hundred Dollars (\$49,200.000) payable in equal monthly installments of Four Thousand One Hundred Dollars (\$4,100.00) payable on the first day of each month."
3. **Real Estate Leasing Fee.** There is no real estate brokerage commission for this renewal.
4. **Sections 2.1 of the Lease is replaced by "The Term of the Lease shall begin on Commencement Date will extend to August 19, 2015.**
5. **Section 2.2 of the Lease Agreement will be replaced with the following:** The Tenant shall have the option to extend this Lease for a period of 3 years (the "Renewal Term") at the rental rate noted in paragraph 2 of this Second Amendment. To renew Tenant must provide notification to the Landlord in writing at least ninety (90) days prior to the expiration of the extended term in this Second Amendment. Each such Renewal Term shall be on the same terms and conditions of the original lease except as amended and agreed to in writing by both parties.
6. **Lease Hold Improvement.** The Landlord grants the Tenant permission to change Leased Premises as shown below in the attachment labeled "Approved Lease Hold Improvement". The

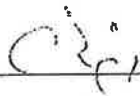
34

Improvements, which are not to exceed \$10,000, will be completed by the landlord and shall be paid for by the Tenant, and will remain upon termination of the Lease the property of the Landlord.

7. Termination of Tenancy: In the event that Paul Latham (Employee of Maxim and Landlord to this Lease) voluntarily terminates his employment with Maxim Integrated Products, Inc., the Tenant will have the option to terminate the Lease with six (6) months written notice. Notice which can be given from the date Paul Latham indicates he will be terminating his employment. EXCEPT as specifically amended by the terms and provisions of this Amendment to Lease, Landlord and Tenant hereby ratify and agree that all other terms and conditions of the Lease shall remain in full force and effect as originally set forth therein.

TENANT:

Maxim Integrated Products, Inc.

BY:  \_\_\_\_\_

NAME: Charles G. Rigg

TITLE: Senior VP and General Counsel

DATE: 9/8/11

LANDLORD:

122 Mast Road, LLC

BY: \_\_\_\_\_

NAME: Paul W. Latham

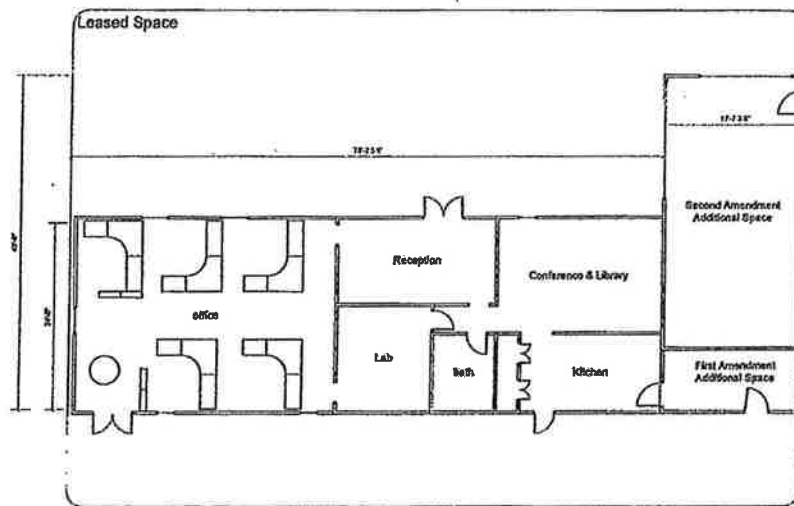
TITLE: GM/Manager

DATE: \_\_\_\_\_

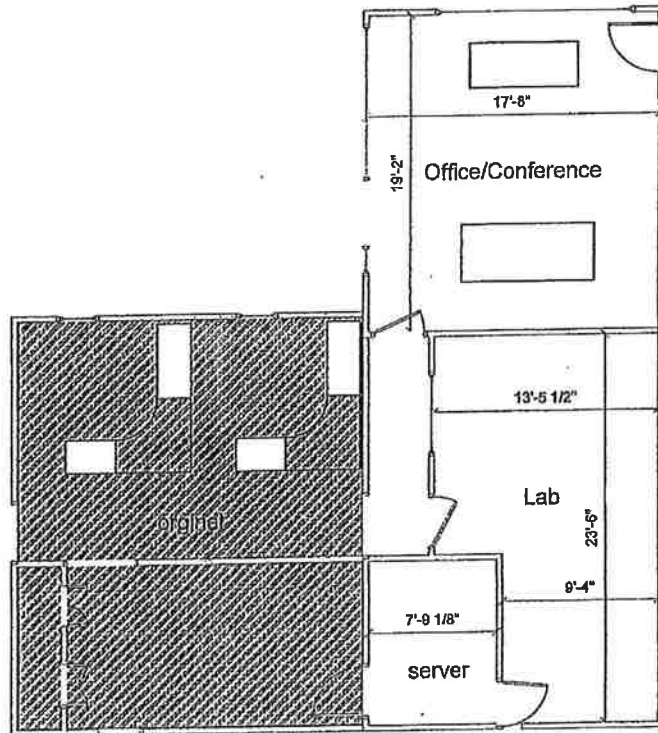


Amended Leased Premises

122 Mast Road, LLC  
122 Mast Road  
Lee, NH  
03861



Approved Lease Hold Improvements



**FIRST AMENDMENT TO LEASE**

This FIRST Amendment to Lease is entered into as follows between 122 Mast Road, LLC, a New Hampshire limited liability Company (as "Landlord") and Maxim Integrated Products, Inc., a Delaware corporation (as "Tenant").

WHEREAS, Landlord and Tenant have heretofore entered into that certain Office Lease, with a commencement date of August 20, 2009 wherein Landlord leased to Tenant space consisting of approximately 1700 rentable square feet known as 122 Mast Road, Lee, New Hampshire, 03861 (the "Leased Premises"), and

WHEREAS, Landlord and Tenant have agreed to amend the Lease as and upon the terms and conditions hereinafter specified.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, each of the undersigned does hereby agree as follows:

1. Space Leased. An additional 130 sf will be added to the space leased. The total space leased will be 1830 sf. The space consists of an additional utility room. The total rooms now leased at the premises are 7.
2. Rental. The initial lease term's total base rent of Forty Two Thousand Dollars (\$42,000.00) payable in equal monthly installments of Three Thousand Five Hundred Dollars (\$3,500.00) will remain unchanged and will include payment for the additional square feet leased.
3. Real Estate Leasing Fee. There is no real estate brokerage commission for this renewal.

EXCEPT as specifically amended by the terms and provisions of this Amendment to Lease, Landlord and Tenant hereby ratify and agree that all other terms and conditions of the Lease shall remain in full force and effect as originally set forth therein.

TENANT:

**Maxim Integrated Products, Inc.**

BY: \_\_\_\_\_

NAME: Charles G. Rigg

TITLE: Senior VP and General Counsel

DATE: \_\_\_\_\_

LANDLORD:

**122 Mast Road, LLC**

BY:  \_\_\_\_\_

NAME: Paul W. Latham

TITLE: Manager

DATE: 12/28/09

LEASE

THIS LEASE (the "Lease") effective as of the 1 day of August, 2011, is by and between 122 Mast Road, LLC, a New Hampshire limited liability company having a mailing address at 122 Mast Road, Lee, New Hampshire (the "Landlord") and University of New Hampshire, with its principal offices located at 105 Main Street, Durham New Hampshire 03824, a component institution of the University System of New Hampshire ("Tenant"), a body corporate and politic existing under the laws of the State of New Hampshire, and having an address of Myers Financial Center, 27 Concord Road, Lee New Hampshire 03861-6624, Tax ID# 02-6000937, hereinafter designated as Tenant.

1. **Leased Premises.** The Landlord, for and in consideration of the rents herein reserved and the covenants and agreements herein contained and expressed on the part of the Tenant to be kept, performed and fulfilled, hereby demises and lets unto the Tenant, and the Tenant hereby leases from the Landlord, the premises located at 122 Mast Road, Lee, County of Strafford, State of New Hampshire (the "Leased Premises" which includes all semiconductor lab and related equipment that is currently in these premises on the effective date of this lease). The Leased Premises consist of approximately 3800 square feet, more or less, in the building situated at said address ("Building") and as designated on Exhibit A, together with the right to use driveways leading thereto and parking areas related thereto.

2. **Term.**

2.1. **Commencement and Term.** Except as otherwise provided in this Lease, the term of this Lease shall be for the five-year period commencing on September 1, 2011 (the "Commencement Date") and ending on September 1, 2016 (the "Initial Term").

2.2. **Options to Renew.** The Tenant shall have the option to renew this Lease for three additional terms of one year each (each, "Renewal Term" and collectively with the Initial Term, "Term") if the Tenant shall notify the Landlord, in writing, at least ninety (90) days prior to the expiration of the then current Initial Term or Renewal Term, of its intention to renew the Lease. Each such Renewal Term shall be on the same terms, with exception of Rent, and conditions contained herein or other terms as negotiated by the parties.

2.3. **Termination by Tenant.** The Tenant shall have the right to terminate the lease after September 1, 2013 with one hundred and eighty (180) days written notice and upon payment of real estate commissions.

2.4. **Termination by Landlord.** During the Renewal Term(s), the Landlord may terminate the Lease with Three Hundred Sixty days (360) written notice.

3. **Rent and Loan Repayment.** Unless and until otherwise directed in writing by the Landlord, all payments of rent shall be made to the Landlord at the mailing address stated in the first paragraph of this Lease. Rent for any fraction of a month at the commencement or expiration of the Term shall be prorated. The Rent listed is the gross rent and shall be inclusive of all taxes, insurance, common area maintenance expenses and utilities, except telecommunications. In the event that no other additional tenant uses the common areas, the Tenant is responsible for common area janitorial. The Tenant agrees to pay rent hereunder to the Landlord, as follows:
- 3.1. **Initial Term.** During the Initial Term, the Tenant shall pay to the Landlord annual base rent in the amount of equal to the greater of either (a) Thirty Seven Thousand Nine Hundred Eighty Dollars (\$37,980.00) or (b) Sixty Percent (60%) of 122 Mast Road, LLC estimated yearly total operating expense less depreciation expense and less Capital Improvements. The total Rent is payable in equal monthly installments on the first day of each month. For reference only, the sixty percent of 2011 operating expense was ~~\$29,574.~~ <sup>cannot here</sup> Capital Improvements are: (a) repairs or improvements to the Building or property done by the Landlord that exceed Four Thousand Dollars (\$4000.00) or (b) have been approved in writing by both Landlord and Tenant.
- 3.2. **Rent During Renewal Terms.** During any Renewal Term, the Tenant shall pay to the Landlord annual base rent in the amount of the greater of either (a) Thirty Seven Thousand Nine Hundred Eighty Dollars (\$37,980.00) multiplied by the ratio of 122 Mast Road LLC, that prior year's total operating expenses divided by 122 Mast Road LLC's, 2011 total operating expenses or (b) Sixty Percent (60%) of 122 Mast Road, LLC estimated yearly total operating expense less depreciation expense and less Capital Improvements. The total Rent is payable in equal monthly installments on the first day of each month.
- 3.3. **Expenses.** Real Estate Taxes; Utility, Water and Sewer Charges; Maintenance Costs. The Landlord shall pay all real estate taxes, and charges for electricity, heat, insurance, snowplowing, grounds maintenance, and any and all other expenses related to the Leased Premises and to the Building. The Tenant shall pay one hundred (100%) percent of all telephone and Internet charges with respect to the Leased Premises and one hundred (100%) of common area janitorial when the common area is not used by an additional tenant.
- 3.4. **Late Payment.** If any payment of rent or any other amount payable by the Tenant to the Landlord hereunder is not paid by the first of the month in which it is due, then the Tenant shall pay the Landlord a late charge of one and one half percent late charge per month. All late charges and interest payable hereunder shall be deemed to be additional rent.
4. **Quiet Enjoyment.** The Landlord shall put the Tenant in possession of the Leased Premises at the beginning of the Term, and the Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the

Leased Premises. The Landlord warrants to the Tenant that the Landlord is the owner of the Leased Premises. The Landlord reserves the right to make alterations to the Leased Premises, as long as the Landlord does not unduly interfere with the use of the Leased Premises by the Tenant.

5. **Use of Premises.** The Tenant shall have the right to use the Leased Premises only for the purpose of general offices and any business activities reasonably related thereto. The Tenant shall not use or store any liquids, gasses or other materials at the Leased Premises considered to be hazardous materials pursuant to any federal, state or local statute, ordinance, rule or regulation. The Tenant shall transport all materials to and from the Leased Premises, and store all goods stored at the Leased Premises, in compliance with all federal, state and local statutes, ordinances, rules and regulations. The Tenant shall not carry on any other trade or occupation, or make any use of the Leased Premises, which will be unlawful, improper, noisy, offensive, or contrary to any law, ordinance, or regulation of the United States government or any agencies thereof, the State of New Hampshire, or any municipality or other subdivision thereof authorized to make regulations, or which will be injurious to any person or property, or which will make void or voidable any insurance on the Leased Premises or the Building, or which may cause an increased or extra premium to be payable for such insurance.
6. **Condition of Leased Premises.** The Tenant acknowledges that it has inspected the Leased Premises to the extent it desired before the date hereof, is fully familiar with the physical condition of the Leased Premises, and accepts the Leased Premises in "AS IS" condition. The Landlord has made no representation or warranty with respect to the condition of the Leased Premises.
7. **Repairs and Alterations by the Landlord.** Notwithstanding any other provisions herein contained, the Landlord shall, at its own expense, make any and all repairs to the roof, exterior and structural portions of the building, structures and improvements and underground water and sewer lines and electrical service to the portion of the Building containing the Leased Premises except to the extent that such repairs are necessitated by any affirmative or negligent act of the Tenant, its employees, servants or invitees. With respect to repairs that the Landlord shall be required to make, the Landlord shall use its best efforts to accomplish such repairs as promptly as possible, but in the absence of willful or grossly negligent failure to proceed by the Landlord, the Landlord shall not be responsible or liable to the Tenant or any other person for damage to property of the Tenant caused by the length of time required to repair the same.
8. **Repairs by the Tenant;** The Tenant shall, at its own expense, maintain in good repair the following portions of the Leased Premises: all interior spaces, interior electrical systems, interior plumbing fixtures, interior portable air conditioning units, and the floors and interior walls. The Tenant shall promptly make any repairs lawfully required by any public authority and which repairs are required because of the nature of the occupancy of the Leased Premises by the Tenant or the manner in which it conducts its business therein. At the expiration of this Lease or earlier

termination hereof for any cause herein provided for, the Tenant shall deliver up the Landlord Property and the Leased Premises to the Landlord in the same condition (including the addition of any approved Tenant Improvements) and state of repairs as at the beginning of the term hereof, reasonable wear and tear, taking by eminent domain and damage due to fire or other casualty insured against and the Landlord's obligations excepted.

9. **Improvements by the Tenant.** The Tenant may make such alterations, additions or improvements to the Leased Premises as it shall deem necessary or desirable, provided:

9.1. **Fair Market Value.** No such alteration, addition or improvement shall reduce the fair market value of the Leased Premises;

9.2. **Plans and Specifications.** Any such alteration, addition or improvements shall be made in accordance with previously prepared plans and specifications, and if the estimated cost of such alteration, addition or improvement exceeds One Thousand Dollars (\$1,000.00), such plans and specifications shall have the written approval of the Landlord before any work thereon shall be commenced, which approval shall not be unreasonably withheld or delayed;

9.3. **Approvals.** That prior to the commencement of work on any such alteration, addition or improvement, the plans and specifications covering the same shall have been submitted to and approved by (i) all municipal or other governmental departments or agencies having jurisdiction over the subject matter thereof, and (ii) any mortgagee having an interest in or lien upon the Leased Premises if required by the terms of the mortgage, it being understood that, at the Tenant's expense, the Landlord will join in any application to any such mortgagee to obtain such approval with respect to any alteration, addition or improvement which the Landlord shall have approved under subsection 9.2 above, or which shall not require the approval of the Landlord under such subsection 9.2; and

9.4. **Insurance.** That the Tenant shall pay the increased premiums, if any, for the regular insurance coverage of the Leased Premises resulting from any additional risk during the course of construction or installation of any such alteration, addition or improvement and or the increased cost of fire extended coverage insurance resulting from the increased value of the building of which the Leased Premises are a part.

10. **Furnishings.** Landlord agrees that that all furniture, furnishings and trade fixtures placed in the Leased Premises by the Tenant shall be deemed to remain personal property of the Tenant and may be removed by Tenant prior to the expiration of this Lease or its earlier termination for any cause herein provided for; but the Tenant shall repair any damage occasioned by such removal and shall restore the Leased Premises to their condition as at the beginning of the Term, reasonable wear and tear, taking by eminent domain, and damage due to fire or other casualty insured against and the Landlord's obligations excepted. Any such property which may be removed pursuant to the preceding sentence and which is not so removed prior to the expiration or

earlier termination of this Lease may be removed from the Leased Premises by the Landlord and stored for the account of the Tenant, at the Tenant's sole expense; and if the Tenant shall fail to reclaim such property within forty-five (45) days following such expiration or earlier termination of this Lease, such property shall be deemed to have been abandoned by the Tenant, and may be appropriated, sold, destroyed or otherwise disposed of by the Landlord without notice to the Tenant and without obligation to account therefore. The Tenant shall be solely responsible for insuring the Tenant personal property.

11. **Subleasing /Assignment.** The Tenant shall not assign this Lease in whole or in part, or sublet the Leased Premises or any portion thereof without the Landlord's prior written consent thereto, which consent shall not be unreasonably withheld or delayed. Any such assignment or sublease without such prior written consent of Landlord shall be void.
12. **Mechanic's Liens.** Tenant shall keep the Leased Premises free and clear of mechanic's and materialmen's liens and other liens of a similar nature in connection with work of any character performed on the Leased Premises by or at the direction of Tenant, whether or not such work involves any addition or alteration to the Leased Premises. In the event that one or more mechanic's or materialmen's liens shall be filed against the interest of Landlord or Tenant in connection with work performed on the Leased Premises by or at the direction of the Tenant, Tenant shall notify Landlord thereof promptly and before Tenant contests such mechanic's and/or materialmen's liens or any other such liens, Tenant shall protect Landlord's interest, including, but not limited to, payment of the contested amount into escrow. Tenant shall either pay the amount claimed forthwith or otherwise obtain the discharge of such lien forthwith or deposit with Landlord forthwith such security as Landlord shall specify to insure payment of such lien and prevent any sale, foreclosure or forfeiture of the Leased Premises by reason of such non-payment. On final determination of such lien or claim for lien, Tenant shall promptly pay any judgment rendered with all proper costs and charges and shall satisfy the judgment and release the lien of record at its expense. If any such lien shall be placed on the Leased Premises and be ripened into a judgment which becomes final, Landlord, at its option, may pay such final judgment and clear the Leased Premises of such lien and the funds expended by Landlord on account of such judgment (less any security received from Tenant) shall be repaid by Tenant to Landlord promptly upon demand.
13. **Eminent Domain.** In the event that the Leased Premises shall be lawfully condemned or taken by any public authority either in their entirety or in such proportion that they are no longer suitable for the intended use by the Tenant, this Lease shall automatically terminate without further act of either party hereto on the date when possession of the Leased Premises is taken by the public authorities and both parties shall be relieved of any further obligation to the other, except that the Tenant shall be liable for and shall promptly pay to the Landlord any rent then in arrears, or the Landlord shall promptly rebate to the Tenant a pro rata portion of any rent paid in advance. In the event the portion of the Leased Premises so condemned or taken is such that the Leased Premises



are still suitable for use by the Tenant, this Lease shall continue in effect in accordance with its terms and the rent hereunder shall be reduced such that the rent shall reasonably reflect the value of the diminution of the Leased Premises to the Tenant diminished by the condemnation or taking. In either of the above events, any proceeds for the property so condemned or taken shall be payable solely to the Landlord (without any apportionment thereof for damages to the Tenant's leasehold interest in the Leased Premises provided, however, Tenant will receive that amount equal to the unamortized balance of any improvements made to the Premises by the Tenant at its sole expense calculated over their useful life on a straight line basis) to the extent the Landlord receives payment for such property. The Landlord acknowledges that it has no claim on any portion of an award relating to personal property of the Tenant.

14. **Liability.** Landlord shall not be liable for any injury or damage to any person on or about the Leased Premises or for any injury or damage to the Leased Premises or to any property of the Tenant or to any property of any third person or entity on or about the Leased Premises, except for injury or damage to the same to the extent caused by the willful act or gross negligence of the Landlord, its servants or agents. The Tenant shall, except for injury or damage caused as aforesaid, indemnify and save the Landlord harmless from and against any and all liability and damages, costs and expenses, including reasonable counsel fees, and from against any and all suits, claims and demands of any kind or nature, by and on behalf of any person or entity and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation or operation of the Leased Premises, the use of the Landlord Property or the installation of any property therein or the removal of any property therefore.

15. **Liability Insurance.** The Tenant shall, throughout the Term, procure and carry, solely at its own expense, comprehensive liability insurance on the Leased Premises with a responsible insurance company authorized to do business in New Hampshire. Such insurance shall be carried in the name of and for the benefit of the Tenant and the Landlord, and shall provide coverage of at least Two Million Dollars (\$2,000,000.00) in case of death of or injury to one person, at least Two Million Dollars (\$2,000,000.00) in case of death of or injury to more than one person in the same occurrence, and at least One Million Dollars (\$1,000,000.00) in case of loss, destruction or damage to property. The Tenant shall furnish to the Landlord a certificate of such insurance which shall provide that the insurance indicated therein shall not be canceled without at least thirty (30) days' written notice to the Landlord. The Tenant shall also, throughout the Term, procure and carry, at its expense, casualty insurance for Tenant's possessions within the Leased Premises with a responsible insurance company authorized to do business in New Hampshire. Such insurance shall provide coverage for the fair market value of Tenant's possessions. As an alternative to obtaining the insurance coverage required by this Section the Tenant may elect to self-insure the risks and property.

16. **Indemnifications.**

(a) **Tenant's Indemnity.** Tenant hereby agrees to indemnify and hold Landlord and Landlord's affiliates, officers, directors, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with (i) Tenant's negligent acts or willful misconduct in the use, operation, maintenance or repair of Tenant's Facilities at the Premises or access over Landlord's Real Property or Tenant's shared use of Landlord's easements for access to the Premises; or (ii) a breach by Tenant of any obligation under this Lease Agreement, except those resulting from the negligence or willful misconduct of Landlord or Landlord's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

(b) **Landlord's Indemnity.** Landlord hereby agrees to indemnify and hold Tenant and Tenant's affiliates, trustees, officers, directors, partners, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with (i) Landlord's negligent acts or willful misconduct in the use, operation, maintenance or repair of the Building or improvements on Landlord's Real Property, Landlord's shared use of easements for access to the Building or Landlord's Real Property; (ii) a breach by Landlord of any obligation under this Lease Agreement; (iii) any violation of governmental regulations relating to the Building and Landlord's Real Property, except those resulting from the negligence or willful misconduct of Tenant or Tenant's Trustees, directors, partners, employees, agents, contractors or subcontractors.

**17. Fire and Extended Coverage Insurance.**

17.1. **Policies.** The Tenant shall procure and continue in force during the Term, fire and extended coverage insurance on any and all personal property and fixtures of the Tenant which are situated in the Leased Premises. As an alternative to obtaining the insurance coverage required by this Section the Tenant may elect to self-insure.

17.2. **Tenant's Liability.** Without prejudice to any rights of the Landlord under the applicable insurance policies, the Tenant shall be held free and harmless from liability for loss or damage to the Leased Premises by fire, the extended coverage perils, sprinkler leakage, vandalism and malicious mischief if and to the extent actually insured against, whether or not such loss or damage be the result of the negligence of the Tenant, its employees or agents. This subsection does not impose any added obligation or expense upon the Landlord and is to be construed only as a limitation upon the rights of the insurance carriers to subrogation.

17.3. **Landlord's Liability.** Without prejudice to any rights of the Tenant under the applicable insurance policies, the Landlord shall be held free and harmless from liability for loss or damage to personal property of the Tenant in the Leased Premises by fire, the extended coverage perils, sprinkler leakage, vandalism and malicious mischief if and to the extent actually insured against, whether or not such loss or damage be the result of the negligence of the Landlord, its employees or agents. This subsection does not impose any added obligation or expense upon the Tenant and is to be construed only as a limitation upon the rights of the insurance carriers to subrogation.

17.4. **Subrogation.** In furtherance of the foregoing, neither party shall assign, transfer, or set over to its insurer any right of subrogation against the other because of any payment required to be made under any policy of insurance on the Leased Premises or the contents thereof and each agrees that a waiver of such subrogation rights shall be procured and written into any such insurance policies issued to either party.

18. **Destruction or Damage.** In the event that the Leased Premises shall be totally destroyed by fire or other casualty or shall be so damaged that repairs and restoration cannot be accomplished within a period of thirty (30) days from the date of such destruction or damage as determined in good faith by the Landlord, then Landlord may terminate this Lease by providing written notice of the same to the Tenant within fifteen (15) days of the issuance of Landlord's Restoration Notice (as defined below) and, upon such termination, Tenant shall be relieved of any further obligation to pay rent except that the Tenant shall be liable for and shall promptly pay the Landlord any rent then in arrears or the Landlord shall promptly rebate to the Tenant a pro rata portion of any rent paid in advance. In the event the Leased Premises shall be so damaged that repairs and restoration can be accomplished within a period of thirty (30) days from the date of such destruction or damage as determined in good faith by the Landlord, this Lease shall continue in effect in accordance with its terms; such repairs and restoration shall, unless otherwise agreed by the Landlord and the Tenant, be performed promptly by the Landlord as closely as practicable to the original specification (utilizing therefore the proceeds of the insurance applicable thereto without any apportionment thereof for damages to the leasehold interest of the Tenant in the Leased Premises), and until such repairs and restoration have been accomplished, a portion of the rent shall abate equal to the portion of the Leased Premises rendered unusable by the damage. Within fifteen (15) days of the date of any loss or damage, the Landlord shall notify the Tenant of the amount of time needed by the Landlord to repair or restore the damage, loss or destruction ("Landlord's Restoration Notice"). If the Landlord fails to so notify the Tenant, then the Tenant may terminate this Lease in the same manner as though the damage or destruction would have taken greater than thirty (30) days to repair or restore. The Tenant agrees to execute and deliver to the Landlord all instruments and documents necessary to evidence the fact that the right to such insurance proceeds is vested in the Landlord.

19. **Repossession by the Landlord.** At the expiration of this Lease or upon the earlier termination of this Lease for any cause herein provided for, the Tenant shall peaceably and quietly quit the Leased Premises and deliver possession of the same to the Landlord, together with the alterations, additions or improvements made thereon by the Tenant which are not to be removed, and all furniture, furnishings and trade fixtures installed. The Tenant covenants and agrees that at the time of delivery of possession to the Landlord at the expiration of this Lease, any and all alterations, additions, improvements, and appurtenances constructed or installed on or in the Leased Premises by the Tenant at its expense after the beginning of the term hereof and which have become the property of the Landlord shall be free and clear of any mortgage, lien, pledge or other encumbrance or charge.
20. **Estoppel Certificate.** If the Landlord shall so require for the purpose of sale or encumbrances, the Tenant shall at any time upon not less than ten (10) days' prior written notice from the Landlord execute, acknowledge and deliver to the Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to the Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Leased Premises.
21. **Default.** In the event (i) any installment of rent or additional rent shall not be paid within fifteen (15) days after the same is due and payable; or (ii) the Tenant defaults in the performance or observance of any other covenant or condition in this Lease, or the Tenant defaults on any obligation to the Landlord, and such default remains unremedied for thirty (30) days after written notice thereof has been given to the Tenant by the Landlord; provided, however, that said period shall be extended during such time as the Landlord determines, at its sole discretion, that the Tenant is making bona fide diligent and reasonably continuous efforts to cure such default and Landlord has a reasonable likelihood of receiving payment; or (iii) the Tenant makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of or for the Tenant of any substantial part of its property, commences any proceeding relating to the Tenant or any substantial part of its property under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or there is commenced against the Tenant any such proceeding which remains undismissed for a period of sixty (60) days, or any order approving the petition in any such proceeding is entered, or the Tenant by any act indicates its consent to, or acquiescence in, any such proceeding or the appointment of any receiver of or trustee for the Tenant of any substantial part of its property, or suffers any such receivership or trusteeship to continue undischarged for a period of sixty (60) days, then in any of such events, the Landlord may assume this Lease immediately or at

any time thereafter and without demand or notice enter upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of the Landlord's former estate and expel the Tenant and those claiming through or under the Tenant and remove their effects forcibly, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon such entry this Lease shall terminate, and the Tenant covenants that, in case of such termination under the provisions of statute by reason of the default of the Tenant, the Tenant shall remain and continue liable to the Landlord in an amount equal to the total rent reserved for the balance of the Term plus all additional rent reserved for the balance of the Term, less the net amounts (after deducting reasonable expenses of repair, renovation or demolition) which the Landlord realizes from the reletting of the Leased Premises. As used in this Section, the term "additional rent" means the value of all considerations other than rent agreed to be paid or performed by the Tenant hereunder, including, without limiting the generality of the foregoing, taxes, repair and maintenance fees and assessments. The Landlord shall have the right from time to time to relet the Leased Premises upon such terms as it may deem fit, and if a sufficient sum shall not be thus realized to yield the net rent required under this Lease, the Tenant agrees to satisfy and pay all deficiencies as they may become due during each month of the remainder of the Term. Nothing herein contained shall be deemed to require the Landlord to await the date whereon this Lease, or the Term, would have expired had there been no default by the Tenant, or no such termination or cancellation. The Tenant expressly waives service of any notice of intention to reenter and waives any and all right to recover or regain possession of the Leased Premises, or to reinstate or redeem this Lease as may be permitted or provided for by or under any statute or law now or hereafter in force and effect. The rights and remedies given to the Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the Landlord, shall be deemed to be in exclusion of any of the others herein or by law or equity provided. Nothing contained in this Section 20 shall limit or prejudice the right of the Landlord to prove and obtain, in proceedings involving the bankruptcy or insolvency of, or a composition with creditors by, the Tenant the maximum allowed by any statute or rule of law at the time in effect. Notwithstanding any other provision of this Lease to the contrary, in the event of Tenant's default, Landlord shall attempt to mitigate its losses by exercising its good faith efforts, in a commercially reasonable manner, to re-let the Leased Premises.

22. **Landlord's Right to Cure Defaults.** At any time, following thirty (30) days' prior notice to the Tenant, except in cases of emergency when no notice shall be required, the Landlord may, but shall not be obligated to, cure any default by the Tenant under this Lease; and whenever the Landlord so elects, all costs and expenses incurred by the Landlord, including reasonable attorney's fees, in curing a default shall be paid by the Tenant to the Landlord as additional rent on demand.

23. **Access to Leased Premises.** The Landlord or its representatives shall, with reasonable notice, have free access to the Leased Premises at all times for any purpose. The preceding sentence does not impose upon the Landlord any obligation to make repairs. During the six (6) months preceding the expiration of this Lease, the Landlord may keep affixed to any suitable part of the outside of the Building or the Leased Premises a notice that the Leased Premises are for sale or rent. In case of emergency, Landlord and Landlord's authorized agents and employees may enter the Leased Premises at any time and inspect the same without notice to Tenant.
24. **Hazardous Waste/Indemnity.** The Tenant indemnifies and holds the Landlord harmless from any and all loss or damage resulting from any Hazardous Material that, during the Term, exists on or is discharged from, on, under or to the Leased Premises by the Tenant or its agents, except to the extent such Hazardous Material existed on the Leased Premises prior to the date hereof. Storage and use of normal and customary industrial hazardous materials (such as cleaning fluids) shall be done with extreme caution and in accordance with all applicable laws and regulations. Hazardous Material, as used in this Section, means any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such under any statute, law, ordinance, rule or regulation of any local, state or federal authority having jurisdiction over the Leased Premises or its use, including, but not limited to any material, substance or waste which is:
- 24.1. defined as a hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317) as amended;
  - 24.2. defined as a hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (4 U.S.C. Section 6901 et. seq.) as amended;
  - 24.3. defined as a hazardous waste substance under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42. U.S.C. Section 9601 et. seq.), as amended;
  - 24.4. defined as a hazardous waste under New Hampshire R.S.A. 147-A:2; or,
  - 24.5. defined as hazardous materials under New Hampshire R.S.A. 147-B:2.
25. **Financial Ability.** The Tenant hereby represents and warrants that it has delivered to the Landlord all information regarding its financial condition reasonably requested by the Landlord, that all such information was complete and accurate at the time of delivery thereof, and that no material adverse changes in its financial condition have occurred since such delivery other than in the ordinary course of business.
26. **Notices.** Any written notice, request or demand required or permitted by this Lease shall, until either party shall notify the other in writing of a different address, be properly given if sent by

certified or registered first class mail postage prepaid, by any nationally recognized overnight courier service, or by confirmed facsimile transmission, and addressed as follows:

If to the Landlord:

122 Mast Road, LLC  
122 Mast Road  
Lee, NH 03861

If to the Tenant:

University of New Hampshire.  
122 Mast Road  
Lee, NH 03861

With copy to Tenant:

University System of New Hampshire.  
Myers Center  
Attn: General Counsel  
27 Concord Road  
Durham, NH 03824

University of New Hampshire  
Energy & Campus Development  
Attn: Property Asset Manager  
Ritzman Lab  
22 Colovos Road  
Durham, NH 03824

27. **Short Form Recording.** The parties covenant and agree that, at the request of either party, there shall be recorded in the Strafford County Registry of Deeds only a Notice of this Lease and that they will execute and deliver a Notice of Lease in the statutory form for such purpose. The parties further covenant and agree that, in the event of termination, cancellation or assignment of this Lease prior to the expiration of the term hereof, they will execute and deliver, in recordable form, an instrument setting forth such termination, cancellation or assignment.

28. **Succession.** This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

29. **Waiver.** Any consent, express or implied, by the Landlord to any breach by the Tenant of any covenant or condition of this Lease shall not constitute a waiver by the Landlord of any prior or succeeding breach by the Tenant of the same or any other covenant or condition of this Lease. Acceptance by the Landlord of rent or other payment with knowledge of a breach of or default under any term hereof by the Tenant shall not constitute a waiver by the Landlord of such breach or default.

30. **Authority.**

30.1. **Tenant's Authority.** Each person executing this Lease on behalf of the Tenant hereby personally represents and warrants that: (a) the Tenant is a duly authorized and existing corporation in good standing under the laws of the State of its incorporation; (b) the Tenant is qualified to do business in the State of New Hampshire; (c) the Tenant has full right and authority to enter into this Lease; (d) each person signing on behalf of the Tenant is authorized to do so; and (e) the execution and delivery of the Lease by the Tenant will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, or other contract or instrument to which the Tenant is a party or by which the Tenant may be bound.

30.2. **Landlord's Authority.** Each person executing this Lease on behalf of the Landlord hereby personally represents and warrants that: (a) the Landlord is a duly authorized and existing limited liability company in good standing under the laws of the State of New Hampshire; (b) the Landlord has full right and authority to enter into this Lease; (c) each person signing on behalf of the Landlord is authorized to do so; and (d) the execution and delivery of the Lease by the Landlord will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, or other contract or instrument to which the Landlord is a party or by which the Landlord may be bound.

31. **Force Majeure.** Neither the Landlord nor the Tenant shall be required to perform any covenant or obligation of this Lease, or be liable for damages to the other, so long as the performance or nonperformance of the covenant or obligation is delayed, caused or prevented by an act of God, or force majeure. For purposes of this Lease an "act of God" or "force majeure" is defined as strikes, lockouts, sitdowns, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather), acts of the public enemy, wars, insurrections and/or any other cause not reasonably within the control of either party or which by the exercise of due diligence either party is unable wholly or in part, to prevent or overcome. Notwithstanding the foregoing, payment of amounts due hereunder shall not be delayed or excused by an act of God or force majeure.



32. **Governing Law.** This Lease shall be construed and interpreted in accordance with the laws of the State of New Hampshire without regard to its provisions governing conflicts of laws.
33. **Counterparts.** This Lease may be executed in one (1) or more counterparts, each of which shall be deemed an original and all collectively but one and the same instrument. Each such counterpart may contain one or more signature pages.
34. **Modification; Entire Agreement.** This Lease contains and embraces the entire agreement between the parties hereto and no part of it may be changed, altered, amended, modified, limited or extended orally or by agreement between the parties unless such agreement is expressed in writing and signed by Landlord and Tenant or their respective successors in interest.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed and delivered as of the day and year first written above.

**LANDLORD:**

122 Mast Road, LLC

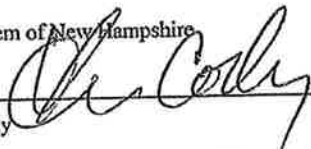
By: 

Paul Latham

GM/Member

**TENANT:**

University System of New Hampshire

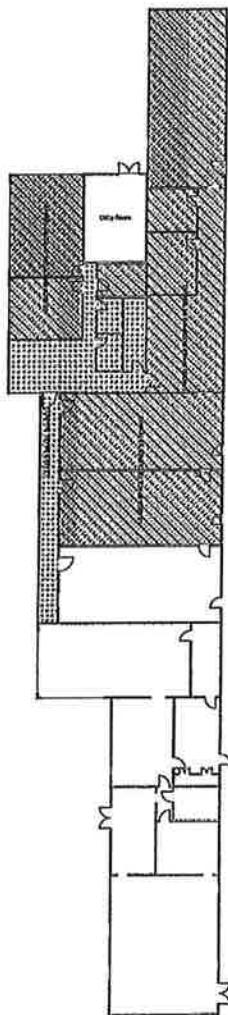
By: 

Kenneth B. Cody

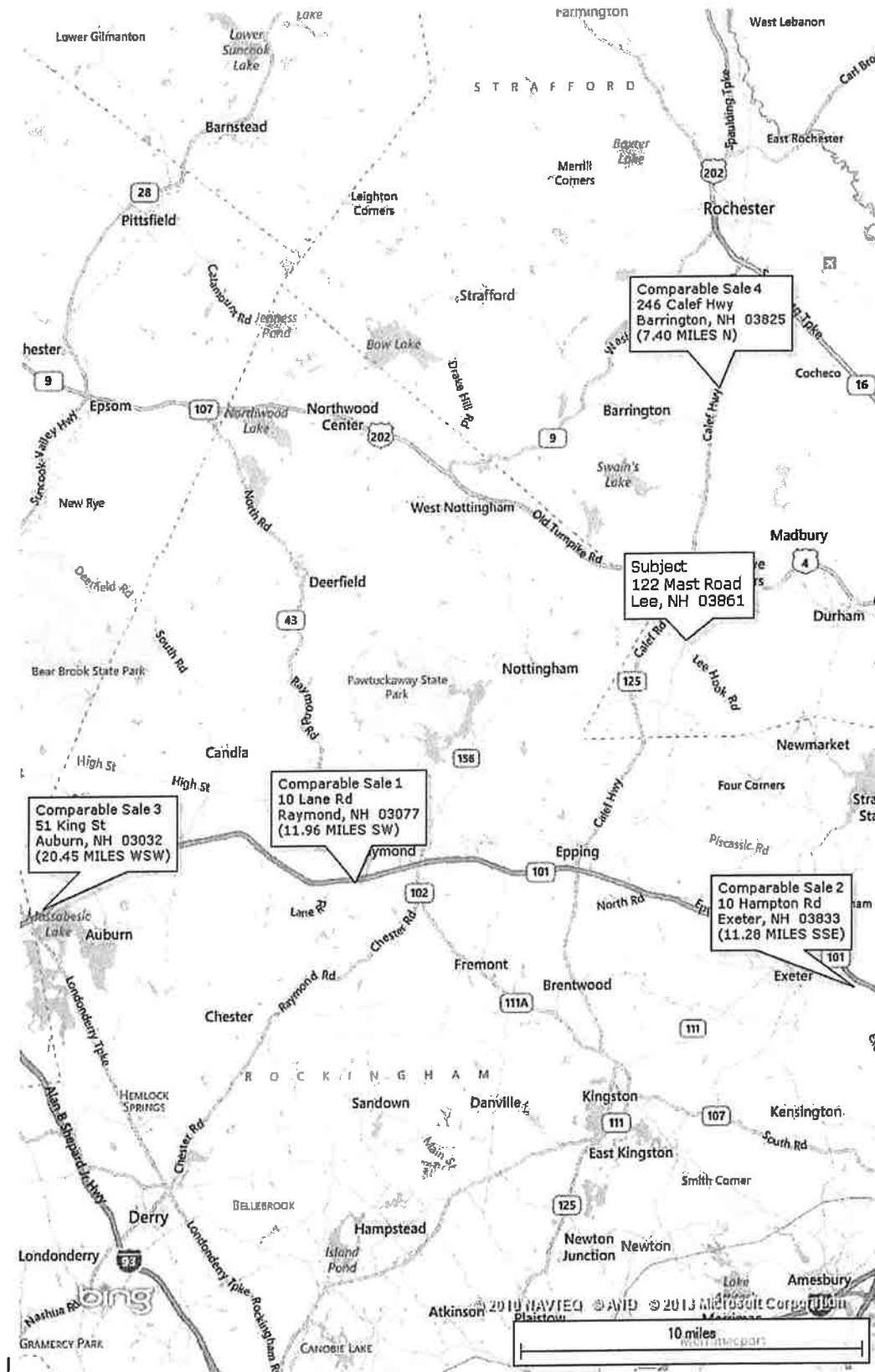
Vice Chancellor for Financial Affairs and Treasurer

Exhibit A

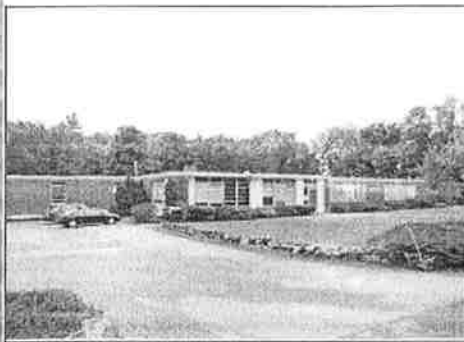
Leased Premises



# LOCATION MAP



NON-PUBLIC DISPLAY, display to your client allowed

**Commercial/Industrial**  
**4243687 Active**
**122 Mast Road**  
**Lee , New Hampshire 03861**
**List \$550,01**

<b>Sale/Lease:</b> Sale	<b>Building Status:</b> Existing
<b>Sub Property Type:</b> Business	<b>Sub Property Type 2:</b> Office
<b>Lot Acres:</b> 7.62	<b>Lot SqFt:</b> 331,927
<b>Total Bldg Sqft:</b> 11,772	<b>Total Avail Sqft:</b> 11,772
<b>Year Built:</b> 1961	<b>Submarket:</b>
<b>Tax Year:</b>	<b>Gross Taxes:</b> \$
<b>Road Front:</b> TBD	<b>Park Spaces:</b>
<b>Water Front:</b>	<b>Rail Avail:</b>
<b>Surveyed:</b>	<b>Flood Zone:</b> Unknown
<b>Zoning:</b> RES	<b>Traffic Count:</b>

<b>Water Body Type:</b>	<b>Water Acc Type:</b>	<b>Seasonal:</b> No
<b>Water Body Name:</b>	<b>Current/Land Use:</b>	
<b>Parcel Access ROW:</b>	<b>ROW for other Parcel:</b>	<b>ROW Width:</b>
<b>ROW Length:</b>		

**Public Rems:** Property consists of 2 completely separate freestanding buildings, sharing only a well. Front building is a single story office ar building with 2 units totaling 8,516 s.f. The building offers clean space strategically located 2.5 miles from the University of Ne Hampshire and 1 mile to Route 4. The 3,256 s.f. garage building consists of two garage/warehouse spaces, a storage room a second story 4 room, 576 s.f. office unit. Property lends itself to an owner-user who would immediately benefit from the existir income. 1 private well and 2 recently inspected and well maintained septic systems are present.

**Directions:**

<b>\$/SqFt AG:</b>	<b>Divisible SqFt:</b>	<b>Ceiling Ht:</b> 9'	<b>Door Ht:</b>
<b>Vacancy:</b>	<b>Floors:</b> 2	<b># Units:</b> 3	
<b>Docks:</b>	<b>Dock Ht:</b>	<b>Dock Levelers:</b>	<b>Drive/Doors:</b> 3
<b>Elevators:</b>	<b>Loss Factor:</b> %	<b>Management:</b> \$	<b>CAM:</b> \$
<b>Insurance:</b> \$	<b>Annual Inc:</b> \$	<b>Annual Exp:</b> \$	<b>NOI:</b> \$

<b>Topography:</b>	<b>Railroad Prov:</b>
<b>Phone Co:</b>	<b>Power Co:</b>
<b>Cable:</b>	<b>Fuel Co:</b>

<b>Foundation:</b>	<b>Exterior:</b> Block , Brick
<b>Parking:</b> On Site	<b>Transport:</b> Major Road Access
<b>Basement:</b>	<b>Misc:</b>
<b>Floors:</b>	<b>Heating/Cool:</b> Air Conditioning Unit , Baseboard
<b>Roof:</b>	<b>Sale Includes:</b> Land/Building
<b>Financing:</b>	<b>Utilities:</b> Private Sewer Available , Private Water
<b>Construction:</b> Masonry	<b>Location:</b> Rural
<b>Type:</b> Garage , Office Building	<b>Bldg Certific.:</b>
<b>Fuel:</b> Oil , Propane	

**Disability Feat.:**

<b>Tax Rate:</b>	<b>Assmt:</b>	<b>Assmt Yr:</b>
<b>Tax Class:</b>		
<b>Covenant:</b> Unknown	<b>County:</b> Strafford	
<b>Recorded Deed:</b>	<b>Book/Pg:</b> 2337/ 490	<b>Plan/Survey:</b>
<b>Map/Blck/Lot:</b> //	<b>Property ID:</b>	<b>Tax ID No. (SPAN# VT):</b> 13/11/200
<b>Project Bldg Name:</b>	<b>Home Energy Rating Index:</b>	
<b>Invest Info:</b>	<b>Lease Type:</b>	<b>Sprinkler:</b>
<b>AC%:</b> %	<b>Signage:</b>	
<b>Excl Sale:</b>	<b>Foreclosed Bank-Owned REO:</b> No	

<b>List Off:</b> Colliers International/Portsmouth	<b>List Agt:</b> David Choate	
<b>Firm/Office:</b> 2691/ 1	<b>Phone:</b> (603) 433-7100 Ext: 111	<b>Cell:</b> (603) 661-5500
<b>Agent#:</b> 12336	<b>Email:</b> david_choate@colliers.com	<b>Fax:</b> (603) 431-0028
<b>Phone/Fax:</b> (603) 433-7100 / (603) 431-0028	<b>Cell:</b> (603) 617-0252	<b>Email:</b> andy_ward@colliers.cor
<b>Co-List Agt:</b> Andrew Ward	<b>Phone:</b> (603) 433-7100	

**Property Web Address:**

**Non-Public Rems:**

**Firm/Off Rems:**

<b>MLS List Date:</b> 06/05/2013	<b>MLS Type:</b> MLS	<b>List Type:</b> Exclusive Right	<b>TB Fee:</b>
<b>Expire Dt:</b>	<b>BA Fee:</b> 4.00%	<b>NA/Facil Fee:</b> 4.00%	<b>Internet:</b> Yes
<b>Cont Date:</b>	<b>Contings:</b>	<b>SubA/BrkA:</b> 4.00%	<b>Var Comm:</b> No

Pend Date:	Org LA: David Choate	Orig List \$ :	DOM: 182
With Date:	Org CA:		
Closed Date:	Cancelled Date:		
Closed \$:	Fin Terms:		
Title Company:		Appraiser: () -	
Owner:		Own Phone: () -	

Subject to errors, omissions, prior sale, change or withdrawal without notice. The agency referenced may or may not be the listing agency for this property. NNEF the source of information presented in this listing. Copyright 2013 Northern New England Real Estate Network, Inc.  
12/04/2013 10:47 AM Printed By: Peter Stanhope

## Town of Lee

Parcel ID: 000013 000011 000200  
 Owner: 122 MAST ROAD, LLC  
 Location: 122 MAST ROAD  
 Acres: 7.620

## General

Valuation		Listing History	
<b>Building Value:</b>	\$451,400	<b>List Date</b>	<b>Lister</b>
<b>Features:</b>	\$12,400	03/19/2012	JQ
<b>Taxable Land:</b>	\$231,300	08/17/2006	DMVM
<b>Card Value:</b>	\$695,100	08/15/2002	TMRL
<b>Parcel Value:</b>	\$830,800	02/27/2001	BHPA
		03/15/2000	BHPA

**Notes:** RED/WHT; CONVERTED TO OFFICE SPACE - 6 UNITS; EXT=GOOD; 3 DIFFERENT PARKING LOTS ADDED TOGETHER; NOH; 3/12-BP'S COMPLETE. INT TOUR W UNH. NEW DOOR IN WOMANS BATH=HANDICAP ACCESS. ADDED STO/ SERVER RMS AT REAR OF BLDG. DUCTLS SPLIT A/C'S=FUNC DEP. PHONE DISCUSN W BLDG OWNER 3/19/12.

## History Of Taxable Values

Tax Year	Building	Features	Land	Value Method	Total Taxable
2012	\$587,100	\$12,400	\$231,300	Cost Valuation	\$830,800
2011	\$582,500	\$12,400	\$231,300	Cost Valuation	\$826,200
2010	\$488,000	\$12,400	\$365,600	Cost Valuation	\$866,000

## Sales

Sale Date	Sale Type	Qualified	Sale Price	Grantor	Book	Page
07/03/2001	IMPROVED	YES	\$625,000	WITHAM, PETER	2337	490
08/02/1996	IMPROVED	YES	\$125,000	LANCE CORP.	1879	149

## Land

**Size:** 7.620 Ac.  
**Zone:** 01 - RES  
**Neighborhood:** AVERAGE+10  
**Land Use:** COM/IND  
**Site:**  
**Driveway:**  
**Road:**  
**Taxable Value:** \$231,300

Land Type	Units	Base Rate	N	Adj	Site	Road	Dway	Topo	Cond	SPI	R	Tax Value
COM/IND	1,950 AC	80,000	F	110	100	100	100		250	0	N	220,000
COM/IND	5,670 AC	4,000	X	100	0	0	0		50	0	N	11,300

## Building

## 1 STORY FRAME OFFICE Built In 1961

**Roof:** FLAT  
 ROLLED/COMPO  
**Exterior:** BR ON MASONRY  
 CNCRT OR BLK  
**Interior:** MINIMUM  
**Bedrooms:** 0  
**Bathrooms:** 4.0  
**Extra Kitchens:** 0  
**Fireplaces:** 0  
**Quality:** MIN+10  
**Size Adj.** 0.8400  
**Base Rate:** 98.00  
**Building Rate:** 0.6048

<b>Flooring:</b>	DRYWALL CARPET LINOLEUM OR SIM	<b>Generators:</b>	0	<b>Sq. Foot Cost:</b>	65.20
<b>Heat:</b>	OIL HOT WATER	<b>AC:</b>	YES 100%	<b>Effective Area:</b>	8,548
		<b>Comm. Wall Factor:</b>	110		
		<b>Comm Wall:</b>	MASONRY	<b>Cost New:</b>	\$557,330

Depreciation						
Normal AVERAGE	Physical	Functional DUCTLS A/C	Economic	Temporary	Total Dpr.	Assessment
18%	0%	.1%	0%	0%	19%	\$451,400

**Features**

Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Value	Notes
PAVING	12524	101 x 124	61	3.25	50	\$12,414	
<b>Total:</b>						<b>\$12,400</b>	

**Photo**



**Sketch**

Code	Description	Area	Eff Area
OPF	OPEN PORCH FIN	20	5
SLB	SLAB	8,516	
ENT	ENTRANCE	266	27
FFF	FST FLR FIN	8,516	8,516
<b>Totals</b>			<b>8,548</b>

Printed on 12-04-13



# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

**FROM:** Scott P. Marsh, CNHA  
Municipal Resources Inc.  
Contracted Assessor's Agents

**DATE:** March 31, 2014

**RE:** Richard and Joyce Whitney  
158 Wednesday Hill Road  
Lee, NH 03861

**Property Tax Map 29 Lot 3-800**  
**Address:** 158 Wednesday Hill Road

**Tax Year:** 2013  
**Assessment:** \$410,700

---

The subject is a contemporary style home with detached garage and apartment situated on a 1.99-acre parcel. The reason for the request was the applicant's opinion that land factors were inconsistent. Property was inspected by my associate and some discrepancies regarding the sketches were noted. In addition it is our opinion that a site adjustment is appropriate. After adjustments and corrections, assessment is reduced \$32,800 from \$410,700 to \$377,900. It is recommended that an abatement in the amount of \$943.00 plus any applicable interest be granted.

Abatement Granted

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Abatement Denied

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_

**OWNER INFORMATION**

**WHITNEY, RICHARD D**  
 WHITNEY, JACQUELINE G  
 158 WEDNESDAY HILL ROAD  
 LEE, NH 03861

**SALES HISTORY**

Date	Book	Page	Type	Price	Grantor
03/19/2009	3721	116	U 138		WHITNEY, RICHARD
06/28/2001	2333	755	Q 1	315,000	HOBSON, BARBARA
02/25/2000	2178	050	U 177		HOBSON, SCOTT

**LISTING HISTORY**

03/24/14	JQ	ABATE INT
08/08/11	JQ	1/4 R- EXT
12/05/08	RDV/M	
08/11/03	MVHC	
08/11/03	JDHL	
01/30/03	LTRL	
07/31/02	JDRM	
07/17/87	BH	

**NOTES**

FEB 96; GAR REMVD; CARD 2 ADDED; THIS IS ACTUALLY #19 TOON LANE BUT PARCEL USES THIS ADDRESS; DNYI - NOH; DETACHED DEK=WALKWAY BETWEEN TWO STRUCTURES; 8/11 - WIDSTV ONLY, NO CHMNY; LCOND = +.25 = 2ND HOME ON LOT; 8/11 - CORRECT SKETCH. 03-14 LIST HEARTH, SOME TILE FLOORING, ADJ SKETCH

**EXTRA FEATURES VALUATION**

Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value	Notes
DECK	120	30 x 4	193	7.00	60	973	
HEARTH	1		100	1,500.00	100	1,500	
						<b>2,500</b>	

**MUNICIPAL SOFTWARE BY AVITAR**

**LEE ASSESSING OFFICE**

Year	Building	Features	Land
2012	\$ 289,500	\$ 1,000	\$ 120,200
		Parcel Total:	\$ 410,700
2013	\$ 289,500	\$ 1,000	\$ 120,200
		Parcel Total:	\$ 410,700
2014	\$ 179,200	\$ 2,500	\$ 96,200(c)
		Parcel Total:	\$ 377,900
(Card Total: \$ 277,900)			

**LAND VALUATION**

Zone:	RES	Minimum Acreage:	1.95	Minimum Frontage:	250	Site:	Driveaway:	Road:						
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
IF RES	1,950 ac	80,000	G	120	100	100	100	100	100	96,000	0	N	96,000	
IF RES	0.040 ac	x 4,000	X	100					100	200	0	N	200	
											<b>1,990 ac</b>	<b>96,200</b>	<b>96,200</b>	

Map: 000029

Lot: 000003

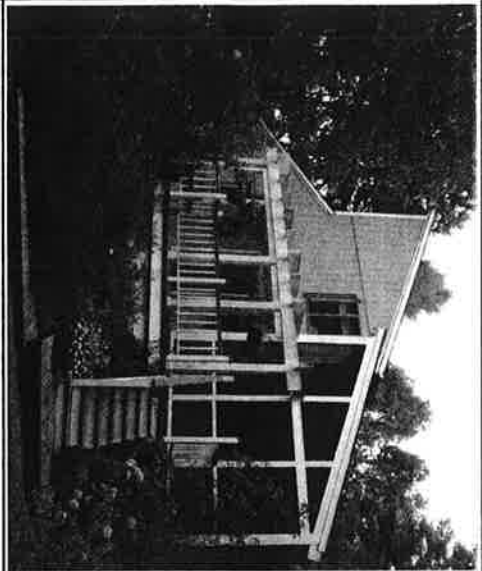
Sub: 000800

Card: 1 of 2

158 WEDNESDAY HILL ROAD

LEE

Printed: 03/31/2014



PICTURE

**OWNER**  
**WHITNEY, RICHARD D**  
WHITNEY, JACQUELINE G  
158 WEDNESDAY HILL ROAD  
LEE, NH 03861

TAXABLE DISTRICTS

District Percentage

BUILDING DETAILS

Model: 2 STORY FRAME CONTEMP  
Roof: IRREGULAR/ASPHALT  
Ext: PREFAB WD PNL  
Int: DRYWALL  
Floor: HARDWOOD/CARPET  
Heat: OIL/HOT WATER  
Bedrooms: 4 Baths: 3.0 Fixtures:  
Extra Kitchens: Fireplaces:  
A/C: No Generators:  
Quality: A2 AVG+20  
Com. Wall:  
Size Adj: 1.0079 Base Rate: RSA 75.00  
Bldg. Rate: 1.1971  
Sq. Foot Cost: \$ 89.79

PERMITS

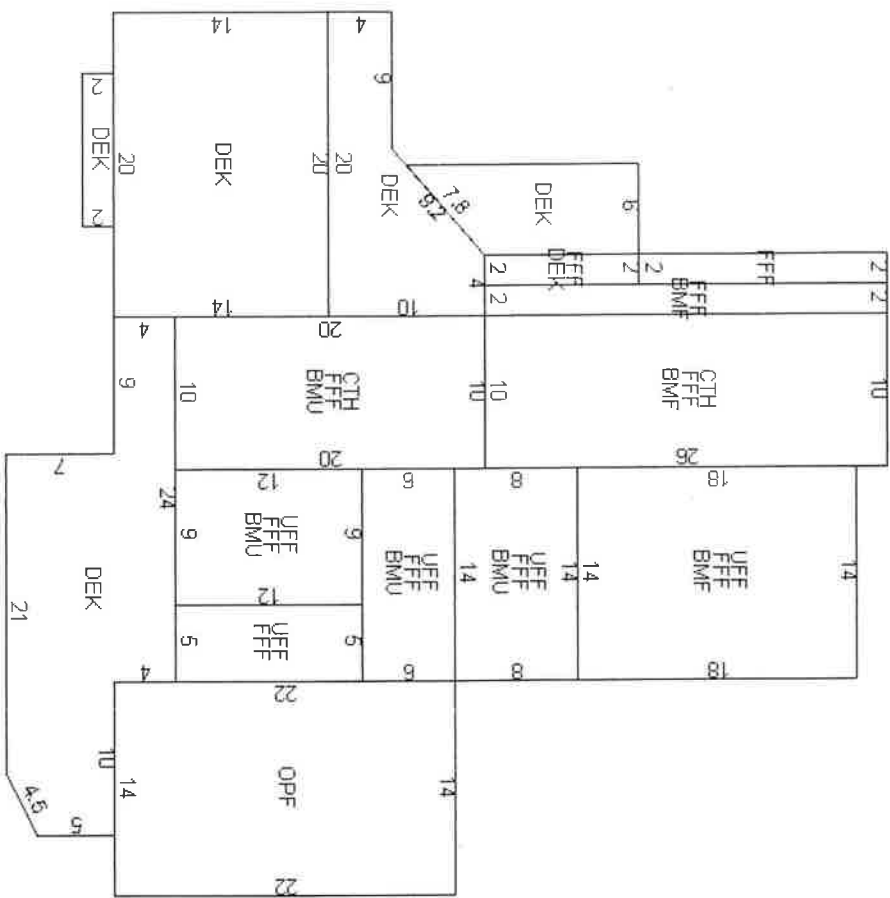
Date Project ID Permit Type Notes

BUILDING SUB AREA DETAILS

ID	Description	Area	Adj.	Effect.
FFF	FST FLR FIN	1180	1.00	1180
CTH	CATHEDRAL	460	0.10	46
BMF	BSMNT FINISHED	564	0.30	169
DEK	DECK/ENTRANCE	787	0.10	79
OPF	OPEN PORCH FIN	308	0.25	77
UFF	UPPER FLR FIN	616	1.00	616
BMU	BSMNT	504	0.15	76
		<b>4,419</b>		<b>2,243</b>

2011 BASE YEAR BUILDING VALUATION

Market Cost New: \$ 201,399  
Year Built: 1978  
Condition For Age: GOOD 11 %  
Physical:  
Functional:  
Economic:  
Temporary:  
Total Depreciation: 11 %  
Building Value: \$ 179,200



**OWNER INFORMATION**

**WHITNEY, RICHARD D**  
 WHITNEY, JACQUELINE G  
 158 WEDNESDAY HILL ROAD  
 LEE, NH 03861

**SALES HISTORY**

Date	Book	Page	Type	Price	Grantor

**LISTING HISTORY**

03/24/14	JQ	ABATE INT
08/08/11	JQ	1/4 R- EXT
12/05/08	RDYM	
08/11/03	MVHR	
07/31/02	JDRM	
07/17/87	BH	

**NOTES**

PHOTO STUDIO: BUILT SO IT CAN EASILY BE CONVERTED TO AN APARTMENT; FEB97; EXT INSP; ESTIMATE: 7/31/02 - OLD PHOTO STUDIO - NOW AN APT W/TENANTS - NO MORE INFO AVAILABE; 8/11-LIST CENTRAL A/C, ADJUST SKETCH. 03-14ADI SKETCH, BDRM COUNT

**EXTRA FEATURES VALUATION**

Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value	Notes

**MUNICIPAL SOFTWARE BY AVITAR**

**LEE ASSESSING OFFICE**

**PARCEL TOTAL TAXABLE VALUE**

Year	Building	Features	Land
2014	\$ 100,000	\$ 0	\$ 0(c)
Parcel Total:		\$ 377,900	

**LAND VALUATION**

(Card Total: \$ 100,000)

**Zone:** Minimum Acreage: Minimum Frontage:

**Land Type** IF RES Units Base Rate NC Adj Site Road DWay Topography Cond Ad Valorem SPI R Tax Value Notes

0  
0 ac

**Site:** Driveway: Road:



PICTURE

**OWNER**  
**WHITNEY, RICHARD D**  
 WHITNEY, JACQUELINE G  
 158 WEDNESDAY HILL ROAD  
 LEE, NH 03861

**TAXABLE DISTRICTS**

District	Percentage

**BUILDING DETAILS**

Model: 1 STORY FRAME CONTEMP  
 Roof: IRREGULAR/ASPHALT  
 Ext: PREFAB WD PNL  
 Int: DRYWALL  
 Floor: HARDWOOD  
 Heat: OIL/FA DUCTED  
 Bedrooms: 2 Baths: 1.0 Fixtures:  
 Extra Kitchens: Fireplaces:  
 A/C: Yes 100.00 % Generators:  
 Quality: AI AVG+10  
 Com. Wall:  
 Size Adj: 1.2968 Base Rate: RSA 75.00  
 Bldg. Rate: 1.3694  
 Sq. Foot Cost: \$ 102.71

**PERMITS**

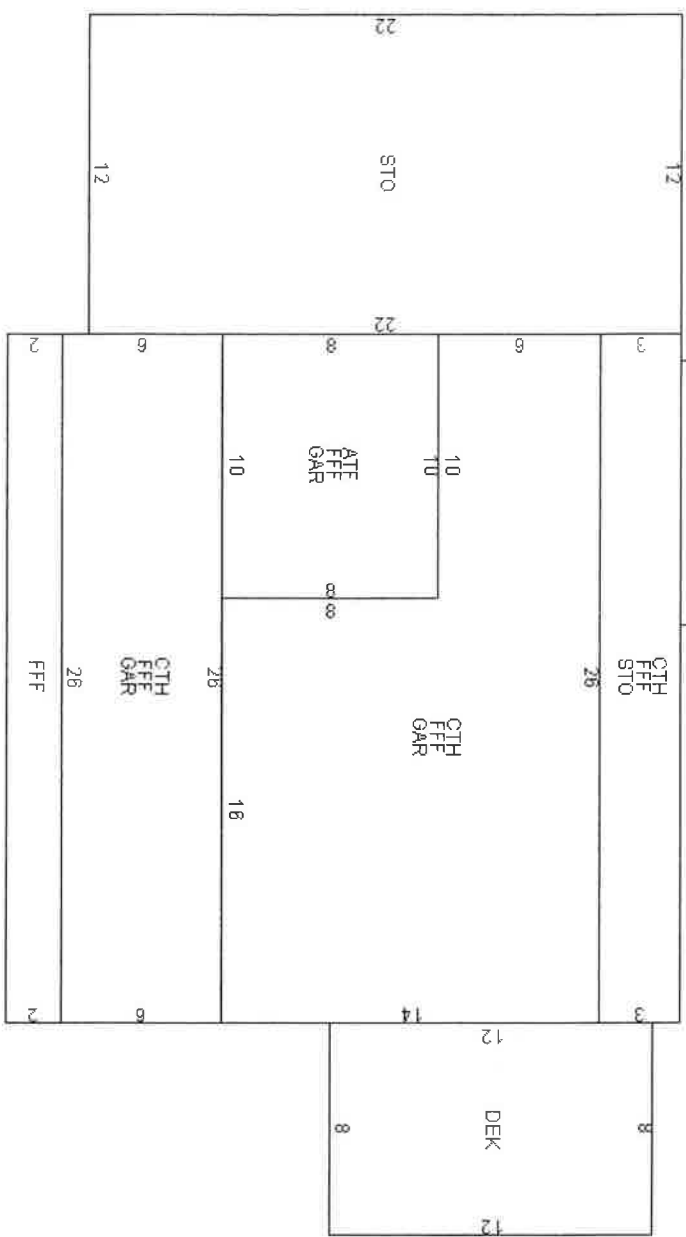
Date	Project ID	Permit Type	Notes

**BUILDING SUB AREA DETAILS**

ID	Description	Area	Adj.	Effect.
DEK	DECK/ENTRANCE	156	0.10	16
STO	STORAGE AREA	342	0.25	86
FFP	FST FLR FIN	650	1.00	650
CTH	CATHEDRAL	518	0.10	52
GAR	GARAGE ATTCHD	520	0.45	234
ATF	ATTIC FINISHED	80	0.25	20
		<b>2,266</b>		<b>1,058</b>

**2011 BASE YEAR BUILDING VALUATION**

Market Cost New: \$ 108,667  
 Year Built: 1995  
 Condition For Age: GOOD 8 %  
 Physical:  
 Functional:  
 Economic:  
 Temporary:  
 Total Depreciation: 8 %  
 Building Value: \$ 100,000



FOR MUNICIPALITY USE ONLY:	
Town File No.:	<u>2013-33</u>
Taxpayer Name:	<u>WHITNEY</u>

**RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY**

**SECTION A. Party(ies) Applying (Owner(s)/Taxpayer(s))**

Name(s): Richard & Jacquelyn Whitney

Mailing Address: 158 Wednesday Hill Road, Lee NH 03861

Telephone Nos.: (Home)659-1010 (Cell) 767-0123 (Work) 868-5600 (Email) RichardWhitney@MarinerRealty.com

Note: If an abatement is granted and taxes have been paid, interest on the abatement shall be paid in accordance with RSA 76:17-a. Any interest paid to the applicant must be reported by the municipality to the United States Internal Revenue Service, in accordance with federal law. Prior to the payment of an abatement with interest, the taxpayer shall provide the municipality with the applicant's social security number or federal tax identification number. Municipalities shall treat the social security or federal tax identification information as confidential and exempt from a public information request under RSA 91-A.

**SECTION B. Party's(ies)' Representative if other than Person(s) Applying (Also Complete Section A)**

Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Nos.: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Work) \_\_\_\_\_ (Email) \_\_\_\_\_

**SECTION C. Property(ies) for which Abatement is Sought**

List the tax map and lot number, the actual street address and town of each property for which abatement is sought, a brief description of the parcel, and the assessment.

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>
29-3-8	158 Wednesday Hill Road	residential lot	\$410,700

**SECTION D. Other Property(ies)**

List other property(ies) in the municipality owned in the same name(s), even if abatements for the other property(ies) have not been sought. The taxpayer's entire real property estate must be considered in determining whether the appealed property(ies) is (are) disproportionately assessed.

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>

**SECTION E. Reasons for Abatement Application**

RSA 76:16 provides that an abatement may be granted for "good cause shown." "Good cause" generally means: 1) establishing an assessment is disproportionate to market value and the municipality's level of assessment; or 2) establishing poverty and inability to pay the tax. This form can be utilized for either basis of requesting an abatement. The taxpayer has the burden to prove good cause for an abatement.

- 1) If claiming disproportionality, state with specificity all the reasons supporting your application. Statements such as "taxes too high," "disproportionately assessed" or "assessment exceeds market value" are insufficient. Generally, specificity requires the taxpayer to present material on the following (all may not apply):
  1. physical data – incorrect description or measurement of property;
  2. market data – the property's market value on the April 1 assessment date, supported by comparable sales or a professional opinion of value; and/or
  3. level of assessment – the property's assessment is disproportionate by comparing the property's market value and the town-wide level of assessment.

Note: If you have an appraisal or other documentation, please submit it with this application.

- 2) If claiming poverty or inability to pay, state in detail why abatement of taxes is appropriate as opposed to some other relief such as relocating, refinancing or obtaining some alternative public assistance. Ansara v. City of Nashua, 118 N.H. 879 (1978).

(Attach additional sheets if needed.)

Attached

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**SECTION F. Taxpayer's(s)' Opinion of Market Value**

State your opinion of the market value of the property(ies) appealed as of April 1 of the year under appeal.

Town Parcel ID# 29-3 - 8 Appeal Year Market Value \$ 379,650

Town Parcel ID# \_\_\_\_\_ Appeal Year Market Value \$ \_\_\_\_\_

Explain the basis for your value opinion(s). (Attach additional sheets if necessary.)

This represents a 25% reduction in the land portion of the assessment.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION G. Sales, Rental and/or Assessment Comparisons**

List the properties you are relying upon to show overassessment of your property(ies). If you are appealing an income producing property, list the comparable rental properties and their rents. (Attach additional sheets if needed.)

Town Parcel ID#	Street Address	Sale Price/Date of Sale	Rents	Assessment
<u>29-3-12</u>	<u>5 Toon LANE</u>			<u>361,300</u>

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION H. Certification by Party(ies) Applying**

Pursuant to BTLA Tax 203.02(d), the applicant(s) **MUST** sign the application. By signing below, the Party(ies) applying certifies (certify) and swear(s) under the penalties of RSA ch. 641 the application has a good faith basis, and the facts stated are true to the best of my/our knowledge.

Date: 2/28/14

[Signature]  
(Signature)

[Signature]  
(Signature)



Dear Sirs:

I am requesting abatement on the land portion of my tax assessment based on incorrect physical data. I am being charged a 25% premium on the land portion of my assessment for having "2<sup>nd</sup> HOME ON LOT". I do not have a 2<sup>nd</sup> home on the lot. I have a one bedroom apartment above my garage. This apartment was built in accordance with the building code as an "accessory use" and in accordance with that code must be connected to the main residence. The one bedroom apartment is attached to the main house by a walkway and overhead open pergola. At great expense I might add. The apartment had previous to my ownership been a photography studio but was built so that it could be converted. I did the conversion and it was permitted with the provision that it was an "accessory use apartment" and must be physically connected to the house.

This is no different then many other residences in town with attached apartments. In my own neighborhood the property at 5 Toon Lane has an apartment attached to the main house with an open but roofed breezeway. They do not pay a 25% land premium. I am sure there are many other properties around town that are similar. I have enclosed with this request the tax cards of both my property and the property at 5 Toon Lane.

I look forward to your decision.

A handwritten signature in black ink, appearing to read 'Richard Whitney', written in a cursive style.

Richard Whitney

RECEIVED  
FEB 28 2014

**TAXPAYER'S RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY**  
TOWN OF LEE NH  
SELECTMAN'S OFFICE

TAX YEAR APPEALED 2013 - 2014

**INSTRUCTIONS**

1. Complete the application by typing or printing legibly in ink. **This application does not stay the collection of taxes; taxes should be paid as assessed. If an abatement is granted, a refund with interest will be made.**
2. File this application with the municipality by the deadline (see below). Date of filing is the date this form is either hand delivered to the municipality, postmarked by the post office, or received by an overnight delivery service.

**DEADLINES:** The "notice of tax" means the date the board of tax and land appeals (BTLA) determines the last tax bill was sent by the municipality. (If your municipality bills twice annually, you must apply after the bill that establishes your final tax liability and not before.)

**Step One:** Taxpayer must file the abatement application with the municipality by March 1 following the notice of tax.

**Step Two:** Municipality has until July 1 following the notice of tax to grant or deny the abatement application.

**Step Three:** Taxpayer may file an appeal either at the BTLA (RSA 76:16-a) or in the superior court (RSA 76:17), but not both. An appeal must be filed:

- 1) no earlier than: a) after receiving the municipality's decision on the abatement application; or b) July 1 following the notice of tax if the municipality has not responded to the abatement application; and
- 2) no later than September 1 following the notice of tax.

**EXCEPTION:** If your municipality's final tax bill was sent out after December 31 (as determined by the BTLA), the above deadlines are modified as follows (RSA 76:1-a; RSA 76:16-d, II):

**Step One:** 2 months after notice of tax;

**Step Two:** 6 months after notice of tax; and

**Step Three:** 8 months after notice of tax.

**FORM COMPLETION GUIDELINES:**

1. **SECTION E.** Municipalities may abate taxes "for good cause shown." RSA 76:16. Good cause is generally established by showing an error in the assessment calculation or a disproportionate assessment. Good cause can also be established by showing poverty and inability to pay the tax.
2. **SECTION G.** If the abatement application is based on disproportionate assessment, the taxpayer has the burden to show how the assessment was disproportionate. To carry this burden the taxpayer must show: a) what the property was worth (market value) on the assessment date; and b) the property's "equalized assessment" exceeded the property's market value. To calculate the equalized assessment, simply divide the assessment by the municipality's equalization ratio (assessment ÷ ratio). Because a property's market value is a crucial issue, taxpayers must have an opinion of the market value estimate. This value estimate can be shown by obtaining an appraisal or presenting sales of comparable properties.
3. **SECTION H.** The applicant(s) must sign the application even if a representative (e.g. Tax Representative, Attorney, or other Advocate) completes Section I.
4. Make a copy of this document for your own records.

# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

**FROM:** Scott P. Marsh, CNHA  
Municipal Resources Inc.  
Contracted Assessor's Agents

**DATE:** March 31, 2014

**RE:** Paul Berry  
387 Bow Lake Road  
Northwood, NH 03261

**Property Tax Map** 13 Lot 3-101  
**Address:** 1 Allens Ave

**Tax Year:** 2013  
**Assessment:** \$500

---

The subject was a mobile home on rented land. The property was destroyed by fire on May 17, 2012 and subsequently removed. However a shed which was also previously on the site was not removed from the assessing system. As this is the case, it is recommended that an abatement in the amount of \$14.00 plus any applicable interest be granted.

Abatement Granted

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Abatement Denied

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_

**OWNER INFORMATION**

**BERRY, PAUL**  
 1 ALLENS AVE  
 LEE, NH 03861

**SALES HISTORY**

Date	Book	Page	Type	Price	Grantor
08/30/2007	3569	083	U144	2,600	VEDELER, ROBERT
03/09/1979			Q1		1 SEE BILL OF SALE

**NOTES**

BLUE: 1964 MARLETTE 10 X 38; SER. #1-64001; CRANKOUT WINDOWS -10; NEEDS TLC; '09 100%; 10/09 LIST SHED, ADJ SKETCH., ROOF, ADJ GRADE, RECK 2010 02-10 ADJ CND/TN 05-17-12 FIRE - REVIEW 2013 08-12 PER BOS PRORATE - RECK 2013 04-13 VACANT

**EXTRA FEATURES VALUATION**

Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value	Notes

**MUNICIPAL SOFTWARE BY AVITAR**

**LEE ASSESSING OFFICE**

**PARCEL TOTAL TAXABLE VALUE**

Year	Building	Features	Land
2012	\$ 1,000	\$ 900	\$ 0
	Parcel Total: \$ 1,900		
2013	\$ 500	\$ 0	\$ 0
	Parcel Total: \$ 500		
2014	\$ 0	\$ 0	\$ 0
	Parcel Total: \$ 0		

**LAND VALUATION**

Zone: RES Minimum Acreage: 1.95 Minimum Frontage: 250 Site: Driveway: Road:  
 Land Type Units Base Rate NC Adj Site Road DWay Topography Cond Ad Valorem SPI R Tax Value Notes  
 IF RES 0 0ac F



# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

**FROM:** Scott P. Marsh, CNHA  
Municipal Resources Inc.  
Contracted Assessor's Agents

**DATE:** March 31, 2014

**RE:** Robert Lemieux  
Susan Smith  
PO Box 934  
Newfields, NH 03856

**Property Tax Map 26 Lot 11-200**  
**Address: 283 North River Road**

**Tax Year: 2013**  
**Assessment: \$184,800**

---

The subject is a ranch style home situated on a 2.50-acre parcel. The reason for the request was the applicant's opinion that property is over assessed. A large listing of property issues as well as an appraisal report indicating a value of \$155,000 as of August 2013 was provided for review. Property was inspected by my associate and found to have numerous items of deferred maintenance. In addition some discrepancies regarding the outbuildings and deck were noted. After adjustments and corrections, assessment is reduced \$24,900 from \$184,800 to \$159,900. Revised assessment is supported by appraisal value range when consideration for the Town equalization ratio of 104.1% is given. It is recommended that an abatement in the amount of \$716.00 plus any applicable interest be granted.

Abatement Granted

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Abatement Denied

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_

**OWNER INFORMATION**

LEMIEUX, ROBERT E  
SMITH, SUSAN  
PO BOX 1049  
NEWFIELDS, NH 03856-1049

**SALES HISTORY**

Date	Book	Page	Type	Price	Grantor
02/07/1992	1594	0154	Q1	78,571	ROBERT LAROSA
03/06/1985	1161	0027	U199	54,000	JAMES G. ELLIS

**LISTING HISTORY**

03/24/14 IQ ABATE - INT  
08/19/13 SM CHANGE  
05/20/13 IQ 1/4 R- @ DOOR  
11/10/05 DSCL  
07/20/05 KCUM  
01/24/03 LTRL  
06/26/02 JDRM  
03/10/00 BHPR

**NOTES**

LT ATT TO BACK OF HSE. EST BACK YARD DUE TO DOGS; PART STONE FND; SOME WATER IN BASEMENT. 5/13- DOG RESCUE HOUSE, MULT. DOGS AT REAR SO DNV. PLASTIC GRN HOUSE N/V, AVG. INTERIOR CONDITION PER OWNER, ADJUST SKETCH. NEW RUBBER ROOF. 08-13 ADJ PER APPRAISAL REVIEW AND MARKET DATA 03-14 ADJ CONDITION, OVERALL QUALITY - NUMEROUS ITEMS OF DEFERRED MAINTENANCE, ADJ SKETCH & OUTBUILDINGS - CANVAS SHED & GREENHOUSES N/V

**EXTRA FEATURES VALUATION**

Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value	Notes
LEAN-TO	104	104 x 1	214	4,00	75	668	7X8+6X8
LEAN-TO	84	7 x 12	250	4,00	25	210	
						<b>900</b>	

**MUNICIPAL SOFTWARE BY AVITAR**

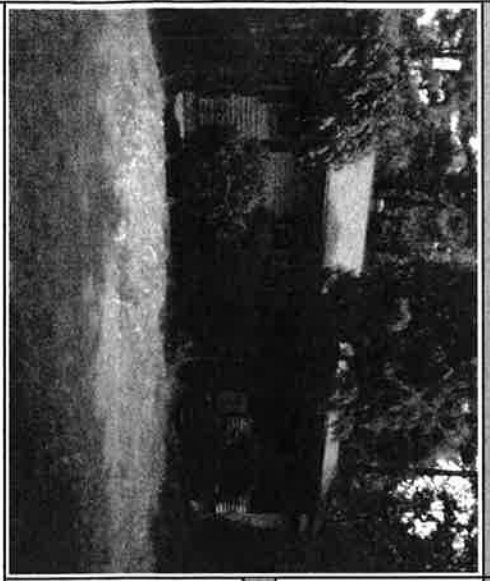
**LEE ASSESSING OFFICE**

**PARCEL TOTAL TAXABLE VALUE**

Year	Building	Features	Land
2012	\$ 107,800	\$ 2,100	\$ 82,200
			Parcel Total: \$ 192,100
2013	\$ 101,600	\$ 2,100	\$ 81,100
			Parcel Total: \$ 184,800
2014	\$ 78,400	\$ 900	\$ 80,600
			Parcel Total: \$ 159,900

**LAND VALUATION**

Zone:	RES	Minimum Acreage:	1.95	Minimum Frontage:	250	Site:	Driveway:	Road:
<b>Land Type</b>		<b>Units</b>		<b>Base Rate</b>		<b>NC</b>		<b>Adj</b>
IF RES	1.950 ac	80,000	E	100	100	100	100	100
IF RES	0.550 ac	x 4,000	X	100	100	100	100	100
						<b>2.500 ac</b>		
								<b>80,600</b>



**OWNER**  
**LEMIEUX, ROBERT E**  
 SMITH, SUSAN  
 PO BOX 1049  
 NEWFIELDS, NH 03856-1049

TAXABLE DISTRICTS	
District	Percentage

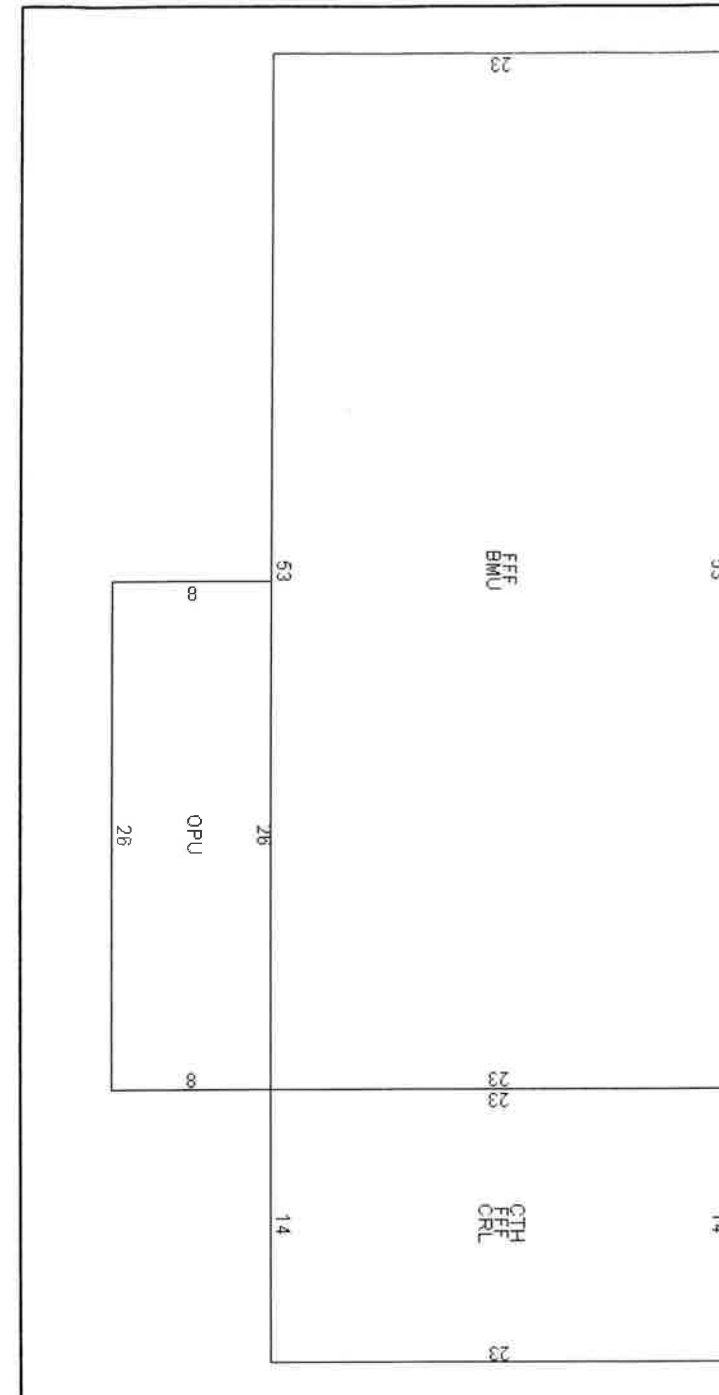
PERMITS			
Date	Project ID	Permit Type	Notes

**BUILDING DETAILS**

Model: 1 STORY FRAME RANCH  
 Roof: GABLE OR HIP/RUBBER MEMBRANE  
 Ext: VINYL SIDING  
 Int: DRYWALL  
 Floor: LINOLEUM OR SIM/HARDWOOD  
 Heat: OIL/HOT WATER  
 Bedrooms: 2 Baths: 1.0 Fixtures: 3  
 Extra Kitchens: Fireplaces:  
 A/C: No Generators:  
 Quality: B1 AVG-10  
 Com. Wall:  
 Size Adj: 1.0687 Base Rate: RSA 75.00  
 Bldg. Rate: 0.9137  
 Sq. Foot Cost: \$ 68.53

**BUILDING SUB AREA DETAILS**

ID	Description	Area	Adj.	Effect.
CTH	CATHEDRAL	322	0.10	32
CRL	CRAWL SPACE	322	0.05	16
OPU	OPEN PORCH	208	0.15	31
FFP	FST FLR FIN	1541	1.00	1541
BMU	BSMNT	1219	0.15	183
DEK	DECK/ENTRANCE	120	0.10	12
		<b>3,732</b>		<b>1,815</b>



**2011 BASE YEAR BUILDING VALUATION**

Market Cost New: \$ 124,382  
 Year Built: 1965  
 Condition For Age: POOR 27 %  
 Physical:  
 Functional: LAYOUT,ET 10 %  
 Economic:  
 Temporary:  
 Total Depreciation: 37 %  
 Building Value: \$ 78,400



RECEIVED  
FEB 28 2014

TOWN OF LEE, NH  
SELECTMAN'S OFFICE

FOR MUNICIPALITY USE ONLY:

Town File No.: 2013-31

Taxpayer Name: LEMIEUX/SMITH

**RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY**

**SECTION A. Party(ies) Applying (Owner(s)/Taxpayer(s))**

Name(s): Robert E. Lemieux, Susan B. Smith

Mailing Address(es) PO. Box 934, Newfields, NH 03856

Telephone Number(s): (Work) \_\_\_\_\_ (Home) 603-659-7900

**Note:** If an abatement is granted and taxes have been paid, interest on the abatement shall be paid in accordance with RSA 76:17-a. Any interest paid to the applicant must be reported by the municipality to the United States Internal Revenue Service, in accordance with federal law. Prior to the payment of an abatement with interest, the taxpayer shall provide the municipality with the applicant's social security number or federal tax identification number. Municipalities shall treat the social security or federal tax identification information as confidential and exempt from a public information request under RSA 91-A.

**SECTION B. Party's(ies)' Representative if other than Person(s) Applying (Also complete Section A)**

Name(s): \_\_\_\_\_

Mailing Address(es): \_\_\_\_\_

Telephone Number(s): (Work) \_\_\_\_\_ (Home) \_\_\_\_\_

**SECTION C. Property(ies) for which Abatement is Sought**

List the tax map and lot number, the actual street address and town of each property for which abatement is sought, a brief description of the parcel, and the assessment.

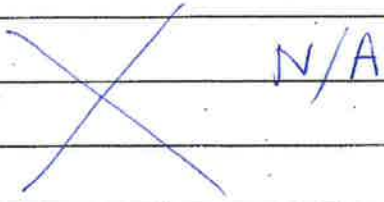
<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>
map: 000026			
LOT: 000011	sub: 000200	Pg-Line: 0147-05	
	283 N. River Rd. Lee, NH		\$184,800;

WAS AN INVENTORY BLANK TIMELY FILED FOR THIS PROPERTY FOR TAX YEAR 20 \_\_\_\_ ?

YES \_\_\_\_ NO \_\_\_\_ N/A

**SECTION D. Other Property(ies)**

List other property(ies) in the municipality owned in the same name(s), even if abatements for the other property(ies) have not been sought. The taxpayer's entire real property estate must be considered in determining whether the appealed property(ies) is (are) disproportionately assessed.

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>
			

**SECTION E. Reasons for Abatement Application**

RSA 76:16 provides that an abatement may be granted for "good cause shown." "Good cause" generally means: 1) establishing an assessment is disproportionate to market value and the municipality's level of assessment; or 2) establishing poverty and inability to pay the tax. This form can be utilized for either basis of requesting an abatement. The taxpayer has the burden to prove good cause for an abatement.

- 1) If claiming disproportionality, state with specificity all the reasons supporting your application. Statements such as "taxes too high," "disproportionately assessed" or "assessment exceeds market value" are insufficient. Generally, specificity requires the taxpayer to present material on the following (all may not apply):
  - 1. physical data - incorrect description or measurement of property;
  - 2. market data - the property's market value on the April 1 assessment date, supported by comparable sales or a professional opinion of value; and/or
  - 3. level of assessment - the property's assessment is disproportionate by comparing the property's market value and the town-wide level of assessment.

**Note:** If you have an appraisal or other documentation, please submit it with this application.

- 2) If claiming poverty or inability to pay, state in detail why abatement of taxes is appropriate as opposed to some other relief such as relocating, refinancing or obtaining some alternative public assistance. Ansara v. City of Nashua, 118 N.H. 879 (1978).

(Attach additional sheets if needed.)

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**SECTION F. Taxpayer's(s)' Opinion of Market Value**

State your opinion of the market value of the property(ies) appealed as of April 1 of the year under appeal.

Town Parcel ID # MAP 26 Lot 11-200 Appeal Year Market Value \$ 155,000

Town Parcel ID # \_\_\_\_\_ Appeal Year Market Value \$ \_\_\_\_\_

Explain the basis for your value opinion(s). (Attach additional sheets if necessary.)

Disproportionate and incomplete assessment of property.  
Three attempts and denials for re-financing in two years (low appraisals)  
No comprehensive inspection performed in twenty years by Town  
Assessor's Contractor. please see attached supporting documents and letter.

**SECTION G. Sales, Rental and/or Assessment Comparisons**

List the properties you are relying upon to show overassessment of your property(ies). If you are appealing an income producing property, list the comparable rental properties and their rents. (Attach additional sheets if needed.)

Town Parcel ID#      Street Address      Sale Price/Date of Sale      Rents      Assessment

\*See attached information, letter, and Bank Appraisal  
re: 283 N. River Rd.

**SECTION H. Certification by Party(ies) Applying**

Pursuant to BTLA TAX 203.02(d), the applicant(s) **MUST** sign the application. By signing below, the Party(ies) applying certifies (certify) and swear(s) under the penalties of RSA ch. 641 the application has a good faith basis, and the facts stated are true to the best of my/our knowledge.

Date: 2-25-2014

[Signature]  
(Signature)

[Signature]  
(Signature)

**SECTION I. Certification and Appearance by Representative (If Other Than Party(ies) Applying)**

By signing below, the representative of the Party(ies) applying certifies and swears under penalties of RSA ch. 641:

1. all certifications in Section H are true;
2. the Party(ies) applying has (have) authorized this representation and has (have) signed this application; and
3. a copy of this form was sent to the Party(ies) applying.

Date: \_\_\_\_\_  
\_\_\_\_\_ (Representative's Signature)

**SECTION J. Disposition of Application\* (For Use by Selectmen/Assessor)**

\*RSA 76:16, II states: the municipality "shall review the application and shall grant or deny the application in writing by July 1 after notice of tax date . . . ."

Abatement Request: GRANTED \_\_\_\_\_ Revised Assessment: \$ \_\_\_\_\_ DENIED \_\_\_\_\_

Remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Selectman/Assessor Signature) (Selectman/Assessor Signature)

\_\_\_\_\_  
(Selectman/Assessor Signature) (Selectman/Assessor Signature)

February 25, 2014

Supporting information, notes, etc., regarding application for Tax Abatement and Re Assessment of property located at 283 N. River Rd., Lee, NH

To whom it may concern,

We the Owners of the property listed above, believe that it has been appraised significantly higher than other local properties in the same or similar physical and aesthetic condition.

We feel that because our house has not been adequately inspected by the Town Assessor, that certain factors regarding condition, both physical and aesthetic have not been taken into consideration during the value assessment which has adversely affected our ability to refinance our home.

It should be noted, that to the best of our knowledge, our homes interior has not been physically inspected for at least Twenty years, and the Contractor hired by the town has only measured the exterior of the house without further inspection or considerations.

We believe that substantially negative physical and aesthetic conditions of the property can and do affect the market value in a negative manner as well as aesthetic appeal and the overall sell-ability and desirability of the property. As such, this should be reflected in the market value as well as the taxable appraisal.

The following physical and aesthetic issues should be taken into consideration and it is our opinion that the total lack of an adequate physical inspection of our property for two decades has resulted in a disproportionate assessment.

- 1) Our house is a former "camp", is over fifty years old, poorly built and does not meet modern local and state building standards and guidelines. Some of the home's interior was constructed with "2x3" lumber and the rooms and walls are not square.
- 2) The flooring is mostly original from the 60's. It is buckled and worn and is not flat and in some places it slopes severely.

- 3) For the most part, the ceilings are original and are poorly constructed and show excessive gaps, cracking, sagging and disrepair.
- 4) Much of the interior, counters, cabinets, woodwork, hollow-core doors, etc., is original from the 1960's. Much of the trim and moulding is missing, damaged and unfinished. Carpeting in one of the bedrooms is torn, stained and is the original carpeting.
- 5) The basement is prone to frequent flooding from run-off water. It is often wet all year long. There are visible signs of where the flood water has filled almost the entire basement many times in the past. There is considerable damage to the cement flooring from the water and there is at present, no pump system installed or a reliable way to prevent flooding of our basement. Our washer/dryer are on pallets.
- 6) Most of the windows are original from the 1960's and are either broken, cracked or in varying states of disrepair. They are not air-tight, leak and many are no longer functional. Almost all of the 14 windows need to be replaced.
- 7) The plumbing system is old, inadequate and unreliable. Though it works and functions for the most part, it might not withstand or adequately supply the needs and expectations of a larger, younger and more active family. Also, the well pump system is at least thirty years old, pipes are only one-half inch and the overall pressure is very low throughout the house. The propane water heater is over twenty years old and is no longer efficient and has seen better days.
- 8) The forced hot-air furnace and heating system is also over thirty-five years old, inefficient, unreliable and expensive to maintain and operate. Cold air returns, heating ducted-work and controls are old, leaky and entirely inefficient for a house of this size. Although there is some insulation in the attic, there is little or none in the walls and none at all in the floors. Heating and cooling costs are unbelievably expensive for such a small house.
- 9) Although the electrical system is basically safe and some upgrades have been done, the majority of the wiring and many of the electrical outlets are original from the 1960's construction. There are still some

outlets that do not accept polarized electric plugs. Interior overhead lighting is either inadequate or non-existent throughout the house.

- 10) Only a portion of the basement floor is concrete. About 25% is dirt floor. Much of the concrete is damaged with large missing areas from the water flooding in the basement.
- 11) The driveway is dirt and ungraded. It is difficult to plow in the winter and pooled water puddles and mud are year round problems.
- 12) The exterior vinyl siding is original and is in poor overall condition.

Over the last twenty three years the huge pine trees surrounding the house have grown very large and tall. Their size and close proximity to our home poses a potential danger to life and property. Several years ago, a large branch broke off near the house and crushed our car, which was a total loss. Though insurance can replace a home or other possessions, the very real danger to life and limb is almost entirely at the mercy of Mother Nature. The cost of removing the trees and the potential dangers they pose, is a possible deterrent to any prospective home buyer and certainly affects the sale of any property.

Notes: 2012 Property Taxes paid where \$5,751

We have tried repeatedly, without success to refinance our home.... Three times in about 2 years which has been at considerable expense each time.

All three times we were denied refinancing primarily on the grounds that the bank appraised market value of our property was appraised at only \$155,000. All three refinance denials were attributed to the market value appraisals by two different banks and the significantly lower value when compared to Lee's evaluation. All three findings were the result of extensive inspection and interior and exterior and comparisons to local homes in similar condition, both physical and aesthetic.

Because of recent health problems, the total loss of one income and other financial stress, it is critical that we are able to refinance our mortgage to assure our ability to continue paying both our loan and our taxes. In over



twenty-two years of living in Lee, we have never not paid our been behind in our taxes. We are trying to do what we can to avoid this at all costs.

Because of all of the aforementioned circumstances, and the grossly inflated assessment of our home compared to the 3 recent FHA appraisals, we are still unable to refinance and are paying over 6.75 % interested on a loan that we could be paying a substantial amount less on thereby preventing us to afford some upgrades to the home that we have lived in since 1992 in a Town that we love.

A Tax abatement and re-assessment of our property value will likely help us to accomplish this.

We are motivated to accomplish our goal by whatever means necessary, through abatement, appeal or if need be through the courts. Though we hope it would not come to a legal battle.

We are only asking for equal and fair consideration by the Town and an acknowledgement by the Town Assessor that a proper and thorough assessment and inspection of our property has not been done for at least 20 years. Without such, the present and past valuations by the town of Lee, is incomplete and disproportionate.

In the past, we can only recall the Assessment Contractor measuring the out side of our house and never entering or inspecting the interior. It is therefore our belief that when the Contractor assesses a property without adequate or appropriate inspections, then they must be assuming that all aspects of the house and property are in average or above average physical and aesthetic condition. We contend that our property is in many respects, below average and as such, needs to be re-assessed to an appropriate value.

We respectfully apply for and request a tax abatement and re-assessment by the Town of Lee as soon as possible.  
Please feel free to contact us if we can be of any assistance. Thank you.

Robert Lemieux/ Susan Smith  
603-659-7900  
283 N. River Rd. Lee, NH





# STERLING NATIONAL BANK

98 Cuttermill Road, Suite 200N Great Neck NY 11021 Tel: 516-487-0018

**To: Fg**  
Company:  
Fax: 15169185355  
Phone:

**From:**  
Fax:  
Phone:  
E-mail: Doug.Ehlerman@sterlingnational.com

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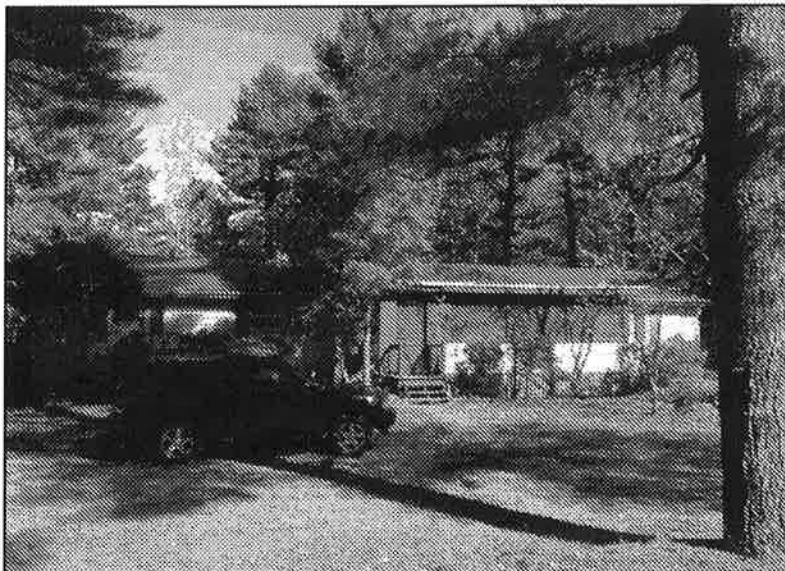
## NOTES:

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**WELLS APPRAISAL SERVICE**

P.O. Box 260, Milford, NH 03055 \* Voice & Fax, 888-970-9990 \* E-Mail, Appraiser@WellsAppraisal.com



**APPRAISAL OF REAL PROPERTY**

**LOCATED AT:**

283 N River Rd  
Strafford County Registry of Deeds BK:1594/PG:0154  
Lee, NH 03861

**FOR:**

Sterling National Bank  
98 Cuttermill Road, Suite 200N  
Great Neck, NY 11021

**AS OF:**

05/08/2013

**BY:**

Stephen L Wells

Stephen L. Wells  
Wells Appraisal Service  
P.O. Box 260  
Milford, NH 03055-0260

May 15, 2013

Sterling National Bank  
98 Cattermill Road, Suite 200N  
Great Neck, NY 11021

Re. Property: 283 N River Rd  
Lee, NH 03861  
Borrower: Susan Smith  
File No.: 050813-1S

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Stephen L. Wells  
NH Certified General Appraiser  
NHCG-275

Summary Appraisal Report

Uniform Residential Appraisal Report

341-1369133
File # 050813-1S

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.
Property Address 283 N River Rd
City Lee State NH Zip Code 03861
Borrower Susan Smith Owner of Public Record Robert Lemieux & Susan Smith County Strafford
Legal Description Strafford County Registry of Deeds BK 1594/PG:0154
Assessor's Parcel # 000026 000011 000200 Tax Year 2012 R.E. Taxes \$ 5,751
Neighborhood Name N River Rd Map Reference 40484 Census Tract 0805.00
Occupant Owner Tenant Vacant Special Assessments \$ 0 PUD HOA \$ 0 per year per month
Property Rights Appraised Fee Simple Leasehold Other (describe)
Assignment Type Purchase Transaction Refinance Transaction Other (describe)
Lender/Client Sterling National Bank Address 98 Cattermill Road, Suite 200N, Great Neck, NY 11021
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No
Report data source(s) used, offering price(s), and date(s). NNEREN MLS

1 did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
Contract Price \$ Date of Contract Is the property seller the owner of public record? Yes No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.
Neighborhood Characteristics One-Unit Housing Trends One-Unit Housing Present Land Use %
Location Urban Suburban Rural Property Values Increasing Stable Declining PRICE AGE One-Unit 70 %
Built-Up Over 75% 25-75% Under 25% Demand/Supply Shortage In Balance Over Supply \$ (000) (yrs) 2-4 Unit 0 %
Growth Rapid Stable Slow Marketing Time Under 3 mths 3-6 mths Over 6 mths 80 Low 5 Multi-Family 0 %
Neighborhood Boundaries The subject is bounded to the north by Route 4, east by Route 108, south by Route 87 and west by Route 156. 350 High 100 Commercial 0 %
170 Pred. 50 Other \*30 %
Neighborhood Description Subject is on a bust road aka Route 155, NH. The area is mostly comprised of single family homes and vacant land.
Homes in the area are comparable in age, style and value. Properties appear to be properly maintained. All necessary services are easily accessible by car.
\*30% VACANT LAND

Market Conditions (including support for the above conclusions) General market conditions in the area have been declining since late 2007 and now appear to be stabilizing since 03/2012, therefore, no time adjustments are made to the comparables. Area marketing times average 3-6 months. Some financing/sales concessions were noted in the market, but not to an adversely significant or unusual degree.
Dimensions 315' Frontage Area 2.50 ac Shape Square View N,Res.
Specific Zoning Classification Residential Zoning Description Single family homes. 200' Road Front and 2.0 ac Min. Lot Size.
Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe

Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
Electricity Water \*Well Street Paved
Gas \*Propane Sanitary Sewer \*Septic Alley None
FEMA Special Flood Hazard Area Yes No FEMA Flood Zone X FEMA Map # 33017C0360D FEMA Map Date 05/17/2005
Are the utilities and off-site improvements typical for the market area? Yes No If No, describe N/A
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe
\*Wells, septic systems, gravel drives and propane use is characteristic of the area. The subject's site is typical in terms of size and appeal. This site provides an adequate setting for the subject dwelling.

General Description Foundation Exterior Description materials/condition Interior materials/condition
Units One One with Accessory Unit Concrete Slab Crawl Space foundation Walls Concrete/Average Floors HW/Lam /Avg.
# of Stories 1.0 Full Basement Partial Basement Exterior Walls Vinyl/Average Walls Drywall/Average
Type Det Att S-Def./End Unit Basement Area 1,219 sq.ft. Roof Surface Rubber/Average Trim/Finish Wood/Average
Existing Proposed Under Const. Basement Finish 0 % Gutters & Downspouts Adequate/Average Bath Floor Vinyl/Average
Design (Style) Ranch Outside Entry/Exit Sump Pump Window Type Wood/Average Bath Wainscot Fiberglass/Average
Year Built 1965 Evidence of Infestation Storm Sash/Insulated Insulated/Average Car Storage None
Effective Age (Yrs) 20 Dampness Settlement Screens Yes/Average Driveway # of Cars 4
Attic None Heating FWA HWBB Radiant Amenities Woodstove(s) # 0 Driveway Surface \*Gravel
Drop Stair Stairs Other Fuel Oil Fireplaces # 0 Fence Wood Garage # of Cars 0
Floor Scuttle Cooling Central Air Conditioning Patio/Deck Deck Porch Screened Carport # of Cars 0
Finished Heated Individual Other None Pool None Other None Att. Det. Built-in

Appliances Refrigerator Range/Oven Dishwasher Disposal Microwave Washer/Dryer Other (describe)
Finished area above grade contains: 8 Rooms 2 Bedrooms 1.0 Bath(s) 1,541 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). The subject has a screened porch and a deck. Personal property is given no value in this report.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C4;No updates in the prior 15 years.An adequately built and maintained dwelling that projects average interior and exterior eye appeal. Functional utility is average, with adequately sized rooms and an efficient layout. This dwelling meets functional and aesthetic expectations of purchasers in this price range. The subject is in average condition.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe

# Uniform Residential Appraisal Report

There are <b>2</b> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 150,000 to \$ 200,000					
There are <b>5</b> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 150,000 to \$ 200,000					
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	
Address	283 N River Rd Lee, NH 03861	75 Mast Rd Lee, NH 03861	58 Newtown Plains Rd Lee, NH 03861	10 Griffiths Dr Durham, NH 03824	
Proximity to Subject		3.64 miles NE	5.88 miles NE	3.79 miles NE	
Sale Price	\$	\$ 170,000	\$ 152,000	\$ 182,000	
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 133.44 sq.ft.	\$ 105.56 sq.ft.	\$ 120.37 sq.ft.	
Data Source(s)		NNEREN 4145542,DOM 297	NNEREN 4080469,DOM 290	NNEREN 4194364,DOM 155	
Verification Source(s)		Assessor	Assessor	Assessor	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing Concessions		ArmLth Conv;0		Short Cash;0	
Date of Sale/Time		s02/13_c01/13		s05/13_c05/12	
Location	A,Res,BsvRd	A,Res,BsvRd		N,Res	-5,000
Leasehold/fee Simple	Fee Simple	Fee Simple		Fee Simple	
Site	2.50 ac	40946 sf	+3,100	1.95 ac	+1,100
View	N,Res	N,Res		N,Res	
Design (Style)	Ranch	Ranch		Ranch	
Quality of Construction	Q4	Q4		Q4	
Actual Age	48	56		30	
Condition	C4	C3	-10,000	C4	
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths	
Room Count	8 2 1.0	7 3 2.0	-5,000	5 3 1.1	-2,500
Gross Living Area	1,541 sq.ft.	1,274 sq.ft.	+4,000	1,440 sq.ft.	+1,500
Basement & Finished	1219sf48sfwu	960sf366sfwo		0 960sf480sfwu	
Rooms Below Grade	1rr0br0.0ba0c	1rr0br0.0ba0c	-2,000	1rr0br0.0ba0c	-4,000
Functional Utility	Average	Average		Average	
Heating/Cooling	Oil/None	Oil/None		Oil/None	
Energy Efficient Items	Insulated D&W	Insulated D&W		Insulated D&W	
Garage/Carport	None	1 Car Under	-4,000	None	
Porch/Patio/Deck	Porch,Deck,Fnc	Porch	+4,000	None	+7,000
Fireplace/Hearth	None	Fireplace	-3,000	None	
Net Adjustment (Total)			\$ -12,900		\$ 100
Adjusted Sale Price of Comparables		Net Adj. 7.6 % Gross Adj. 20.6 %	\$ 157,100	Net Adj. 0.1 % Gross Adj. 12.6 %	\$ 152,100
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain					
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.					
Data Source(s) MLS, Registry of Deeds and Assessor.					
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.					
Data Source(s) MLS, Registry of Deeds and Assessor.					
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).					
ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3	
Date of Prior Sale/Transfer				10/02/2012	
Price of Prior Sale/Transfer				\$284,000	
Data Source(s)	Registry, Assessor	Registry, Assessor	Registry, Assessor	Registry, Assessor	
Effective Date of Data Source(s)	05/08/2013	05/08/2013	05/08/2013	05/08/2013	
Analysis of prior sale or transfer history of the subject property and comparable sales Subject and comparables have not sold in the last 3 years other than that indicated above.					
Summary of Sales Comparison Approach \$1.5/SF and \$2,000/ac used to justify GLA size differences. Income Approach was not considered. All sales are the best available and confirmed closed.					
Indicated Value by Sales Comparison Approach \$ 155,000					
Indicated Value by: Sales Comparison Approach \$ 155,000 Cost Approach (if developed) \$ 190,409 Income Approach (if developed) \$					
All factors affecting value were carefully considered, due to indicative market data, the value suggested by the Sales Comparison Approach is adopted as the final estimate of value. This value is well supported by the Cost Approach. The Income Approach was not used. Based on this information, it is my opinion that the subjects value is: \$155,000. All sales given equal weight when reconciling values.					
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:					
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 155,000, as of 05/08/2013, which is the date of inspection and the effective date of this appraisal.					

# Uniform Residential Appraisal Report

341-1369133  
File # 050813-13

SEE ADDENDUM

ADDITIONAL COMMENTS

**COST APPROACH TO VALUE (not required by Fannie Mae)**  
 Provide adequate information for the lender/client to replicate the below cost figures and calculations.  
 Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Due to the limited sales of building lots, the land value is estimated using the extraction method.

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	65,000
Source of cost data Marshall and Swift	DWELLING 1,541 Sq.ft. @ \$ 78.57	= \$	121,076
Quality rating from cost service Average Effective date of cost data 05/2013	Basement 1,219 Sq.ft. @ \$ 13.97	= \$	17,029
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Amenities	= \$	20,000
Due to the age of the subject, any value indicated by the Cost Approach would be unreliable. No significant functional obsolescence or external depreciation was noted. The land value exceeds 30% of the appraised value, this is not uncommon as suitable building lots are scarce.	Garage/Carport	Sq.ft. @ \$	= \$
	Total Estimate of Cost-New	= \$	158,105
	Less Physical		
	Depreciation 52,696	= \$(	52,696)
	Depreciated Cost of Improvements	= \$	105,409
	*As-is* Value of Site Improvements	= \$	20,000
Estimated Remaining Economic Life (HUD and VA only) 40 Years	INDICATED VALUE BY COST APPROACH	= \$	190,409

**INCOME APPROACH TO VALUE (not required by Fannie Mae)**  
 Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach  
 Summary of Income Approach (including support for market rent and GRM)

**PROJECT INFORMATION FOR PUDs (if applicable)**  
 Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s)  Detached  Attached  
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data source(s)

Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion.

Does the project contain any multi-dwelling units?  Yes  No Data Source

Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association?  Yes  No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.



**Uniform Residential Appraisal Report**341-1369133  
File # 050813-1S

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

**Uniform Residential Appraisal Report**

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.



### Uniform Residential Appraisal Report

21. The lender/client may disclose or distribute this appraisal report to: the borrower, another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature   
 Name Stephen L. Wells  
 Company Name Wells Appraisal Service  
 Company Address P.O. Box 260  
Milford, NH 03055  
 Telephone Number (888) 970-9990  
 Email Address Steve@WellsAppraisal.com  
 Date of Signature and Report 05/15/2013  
 Effective Date of Appraisal 05/08/2013  
 State Certification # NHCG-275  
 or State License # \_\_\_\_\_  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State NH  
 Expiration Date of Certification or License 03/31/2014

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**ADDRESS OF PROPERTY APPRAISED**

283 N River Rd  
Lee, NH 03861

**APPRAISED VALUE OF SUBJECT PROPERTY \$** 155,000

**LENDER/CLIENT**

Name Appraisal Process Systems, Inc.  
 Company Name Sterling National Bank  
 Company Address 98 Cattermill Road, Suite 200N, Great Neck,  
NY 11021  
 Email Address \_\_\_\_\_

**SUBJECT PROPERTY**

- Did not inspect subject property
- Did inspect exterior of subject property from street  
Date of Inspection \_\_\_\_\_
- Did inspect interior and exterior of subject property  
Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

- Did not inspect exterior of comparable sales from street
- Did inspect exterior of comparable sales from street  
Date of Inspection \_\_\_\_\_

# Uniform Residential Appraisal Report

FEATURE	SUBJECT	COMPARABLE SALE #4		COMPARABLE SALE #5		COMPARABLE SALE #6	
Address	283 N River Rd Lec, NH 03861	65 Mill Rd Durham, NH 03824		318 Knox Marsh Rd Madbury, NH 03823			
Proximity to Subject		5.58 miles NE		7.42 miles NE			
Sale Price	\$	\$ 189,900		\$ 199,900		\$	
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 135.26 sq.ft.		\$ 106.78 sq.ft.		\$ sq.ft.	
Data Source(s)		NNEREN 4229266.DOM 25		NNEREN 4211858.DOM 117			
Verification Source(s)							
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing Concessions		Listing		Listing			
Date of Sale/Time		Active	-9,500	Active	-10,000		
Location	A,Res;BsyRd	N,Res;	-5,000	A,Res;BsyRd			
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple			
Site	2.50 ac	22651 sf	-4,000	5.14 ac	-5,300		
View	N,Res;	N,Res;		N,Res;			
Design (Style)	Ranch	Ranch		Ranch			
Quality of Construction	Q4			Q4			
Actual Age	48	58	0	43	0		
Condition	C4	C4		C4			
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	8 2 1.0	9 3 2.0	-5,000	6 2 2.0	-5,000		
Gross Living Area	1,541 sq.ft.	1,404 sq.ft.	+2,100	1,872 sq.ft.	-5,000	sq.ft.	
Basement & Finished Rooms Below Grade	1219sf0sfwu	1195sf988sfwo 1rr0br0.0ba0o	-2,000	0 1800sf0sfwu	0		
Functional Utility	Average	Average		Average			
Heating/Cooling	Oil/None	Oil/None		Oil/None			
Energy Efficient Items	Insulated D&W	Insulated D&W		Insulated D&W			
Garage/Carport	None	1 Car Under	-4,000	2 Car Detached	-10,000		
Porch/Patio/Deck	Perch,Deck,Fnc	None	+7,000	Deck, Porch	+2,000		
Fireplace/Hearth	None	None		None			
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$	-20,400	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$	-33,300	<input type="checkbox"/> + <input type="checkbox"/> - \$	
Adjusted Sale Price of Comparables		Net Adj. 10.7 % Gross Adj. 20.3 %	\$ 169,500	Net Adj. 16.7 % Gross Adj. 18.7 %	\$ 166,600	Net Adj. % Gross Adj. %	\$
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).							
ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6			
Date of Prior Sale/Transfer							
Price of Prior Sale/Transfer							
Data Source(s)	Registry, Assessor	Registry, Assessor	Registry, Assessor	Registry, Assessor			
Effective Date of Data Source(s)	05/08/2013	05/08/2013	05/08/2013	05/08/2013			
Analysis of prior sale or transfer history of the subject property and comparable sales These properties have not listed or sold in the last 3 years except as stated above.							
Analysis/Comments Comparables #4 and #5 are active listings. These listings required adjustments for differences in: location, site size, bath count, GLA, basement finish, garage and amenities, not adverse. These comparables are adjusted @ 5% for the markets reaction involving List/Sale Ratio. (anticipated sale price based on current market conditions). All listings exceed 1 mile, due to a lack of closer offerings, not adverse.							

**Supplemental Addendum**

File No. 050813-1S

Borrower/Client	Susan Smith						
Property Address	283 N River Rd						
City	Lee	County	Strafford	State	NH	Zip Code	03861
Lender	Sterling National Bank						

**UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE COMPLIANCE****TYPE OF APPRAISAL REPORT**

**THIS IS A SUMMARY APPRAISAL REPORT AS DEFINED BY THE 2012 EDITION OF THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE, STANDARD RULE 2-2B, AND SUBJECT TO THE STATED SCOPE OF WORK.**

**SCOPE OF WORK**

The appraisal is based on information gathered by the appraiser from public records, including but not limited to Town of Lee's Assessors office, and the Strafford County Registry of Deeds, other identified sources, interior and exterior inspection of the subject property, neighborhood inspection and investigation, and selection of comparable sales within the subject's market area. The original source is presented first. The sources and data are considered to be reliable. When conflicting data was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor was it used as a basis for the value conclusion.

The appraiser performed the following tasks in arriving at his value opinion:

I performed a complete interior inspection of the subject property. I measured the improvements. The actual measurements may differ slightly from the assessor's card. For the purpose of this appraisal the actual measurements obtained at the time of the inspection are used.

I viewed the public records including the deed and the assessor's records. Copies of these documents are retained in the appraisers work file.

I inspected the neighborhood.

I inspected each comparable sale from the street. Photographs from MLS or actual are supplied.

I collected, confirmed and analyzed data from reliable public and private sources.

I am reporting the analysis, opinions and conclusions in a summary appraisal report.

The Cost Approach was considered as part of the scope of work and developed, but not given any weight, due to the age of the subject. This is typical appraisal practice.

The Income Approach was considered as part of the scope of work, however was not developed as inadequate rental data was available and adequate sales data was available to arrive at an opinion of value. This is typical appraisal practice.

The Sales Comparison Approach was considered as part of the scope of work. A full reconciliation is provided in the final reconciliation section in the report.

**DEFINITION OF MARKET VALUE SOURCE**

THE DEFINITION OF MARKET VALUE APPLIED IN THIS APPRAISAL WAS FROM THE JANUARY 1<sup>st</sup>, 2012 EDITION OF THE UNIFORMS STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP), and is noted "Definition of Market Value" USPAP Advisory Opinion 22 (AO-22), page A-76.

**INTENDED USE AND USER**

The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value.

The intended user of this appraisal report is the lender/client/HUD/FHA.

No additional Intended Users are defined by the appraiser.

**Supplemental Addendum**

File No. 050813-1S

Borrower/Client	Susan Smith				
Property Address	283 N River Rd				
City	Lee	County	Strafford	State	NH Zip Code 03861
Lender	Sterling National Bank				

**ASSESSED VALUE**

The assessed value per the Town of Lee in fiscal 2011 is: \$192,100 this is provided for informational purpose only.

**ZONING**

Per the Town of Lee's building department, the subject is located in a residential neighborhood designated as: Residential The zoning of the subject parcel is a legal use on a legal conforming lot within current zoning. The parcel is therefore classified as legal conforming.

**HIGHEST AND BEST USE STATEMENT**

BASED ON THE EXISTING ZONING, AND THE FACT THAT THE SUBJECT IS A LEGAL CONFORMING USE ON A LEGAL CONFORMING LOT, THE EXISTING USE IS DEEMED TO BE THE HIGHEST AND BEST USE.

**APPRAISER COMPETENCY**

In accordance with the Competency Rule of the Uniform Standards of Professional Appraisal Practice, I certify that my education, knowledge and experience are more than sufficient to appraise the subject property named in this report.

**EXTRAORDINARY ASSUMPTIONS and HYPOTHETICAL CONDITIONS**

An extraordinary assumption as defined and used in this report is: "An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. "USPAP explains further by stating "extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in the analysis."

- No title search was provided to the appraiser. I am not qualified to conduct an in depth title search and I have relied on data provided from the assessor's office and public records.

A hypothetical condition as defined and used in this report is: "That which is contrary to what exists but is supposed for the purposes of analysis." "USPAP explains further by stating "hypothetical conditions assume conditions contrary top known facts about physical, legal or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."

The definitions of extraordinary assumption and hypothetical condition are from the Uniform Standards of Professional Appraisal Practice (USPAP), 2012 Edition, Page U-3.

The appraiser certifies that the lender or the AMC did not improperly influence, or attempt to improperly influence, the outcome of this appraisal by doing any of the things prohibited by Section 1(B) of the Appraiser Independence Requirements, effective 10/15/2010.

I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.

**EXPOSURE TIME:** Is defined as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

**Supplemental Addendum**

File No. 050813-1S

Borrower/Client	Susan Smith		
Property Address	283 N River Rd		
City	Lee	County	Strafford
		State	NH
		Zip Code	03861
Lender	Sterling National Bank		

## ADDENDUM

Lee is a small rural town with a population of approximately 4,330, according to the 2010 census information. Sales have been few; therefore, the search for comparables had to be extended beyond 1 mile to competing towns. Buyers considering Lee would also consider these towns. Therefore, some comparables are located across major geographic boundaries and various highways this due primarily to a low turnover and reduced sales activity.

All sales exceed 1 mile, the sales used are the only and very best available for use in this small rural community.

After an extensive thorough search of MLS, Town Records and the Registry of Deeds for closed sales within 90 days of the effective date of this appraisal report, 2 were found that are comparable to the subject property.

Sale #1 required the following adjustments for differences in: site size, \*condition, bath count, GLA, finished basement, garage and amenities; not adverse. \*condition: recently updated.

Sale #2 required the following adjustments for differences in: location, site size, bath count, GLA, basement finish and amenities; not adverse. This sale exceeds 6 months, due primarily to a low turnover and reduced sales activity.

Sale #3 required the following adjustments for differences in: concessions, location, site size, bath count, GLA, finished basement, garage and amenities; not adverse.

Due to the subject having 2 bedrooms; coupled with the low turnover and reduced sales activity the subject's site size, bedroom count, bathroom count and GLA could not be bracketed, along with across the board adjustments, this does not affect the sales analyzing or adjustments as these are all taken from the market and show the market's reaction.

Appraisers may utilize sales comparables from other REO transaction only when such sales are deemed to be the best available for the market area and they meet all of the following criteria: located in the subject neighborhood or reasonable proximity, comparable property subject to reasonable adjustment, sold with a willing buyer and seller, exposed to the market for a reasonable period.

All sales are the very best available for comparison and are considered to be excellent comparables.

Oil heat is considered common and typical for the area and has no adverse affect on the subject's value or marketability. The subject has an oil tank in the basement and is in good condition with no apparent leakage.

The appraiser that completed this report confirms that he has lived and appraised property in the area for over 29 years and has more than adequate knowledge of the area competency to complete appraisal assignments in the subject's market area.

Amenity adjustments are made at market value using matched pairs analysis when possible. All adjustments are both subjective and objective due to the fact that they are based on the market but are influenced by the appraiser's experience, knowledge and opinion.

Recent storms have had no effect on the subject or subject neighborhood.

Exposure time is estimated at 90 -180 days based on data taken from NNEREN MLS.

No town water or sewer is available to the subject.

The subject property meets HUD/FHA minimum distance requirements between private wells and sources of pollution for existing properties. The septic system is at least 50 feet from the well; the septic drain field is at least 100 feet from the well; the well is located at least 10 feet from the property line.

All mechanical systems were tested including heat, water, hot water and electricity. Attic and basement space was inspected.

No flaking paint noted.

Remaining economic life is 40 years.

The subject meets all FHA/HUD minimum guidelines as outlined by Handbook 4150.2 and 4905.1 and all applicable Mortgage Letters.



### Market Conditions Addendum to the Appraisal Report

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address **283 N River Rd** City **Lee** State **NH** ZIP Code **03856**

Borrower **Susan Smith**

**Instructions:** The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	2	1	2	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	0.33	0.33	0.67	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings	2	2	2	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	6.1	6.1	3.0	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %				Overall Trend		
Median Comparable Sale Price	164,000	170,000	165,000	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	28	297	155	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price	179,950	189,950	194,900	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	123	67	74	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	94.78	95.40	94.60	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining

Seller (developer, builder, etc.) paid financial assistance prevalent?  Yes  No

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). **Seller contributions range from 2% - 5%, this is typical in the market place.**

Are foreclosure sales (REO sales) a factor in the market?  Yes  No If yes, explain (including the trends in listings and sales of foreclosed properties).

**Some bank owned properties affect the market, however, most are being marketed with a professional real estate firm and when properly exposed to the market are selling for close to market price.**

Cite data sources for above information. **Multiple Listing Service (MLS), Town Records and Office Files.**

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

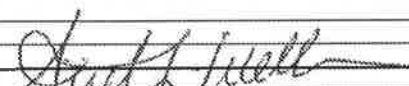
**The market conditions in the subject area are currently in balance with respect to supply and demand. Properly priced homes within the subject's neighborhood are currently selling within 95% of the asking price and typically within 3 to 6 months with up to 9 months not uncommon. Due to the indicative market data, the appraiser also looked at information gathered from public records, town officials, Realtors, and examining the MLS data. Indication of these trends are also supported by the sales comparables listing and sales history including the days on market.**

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing

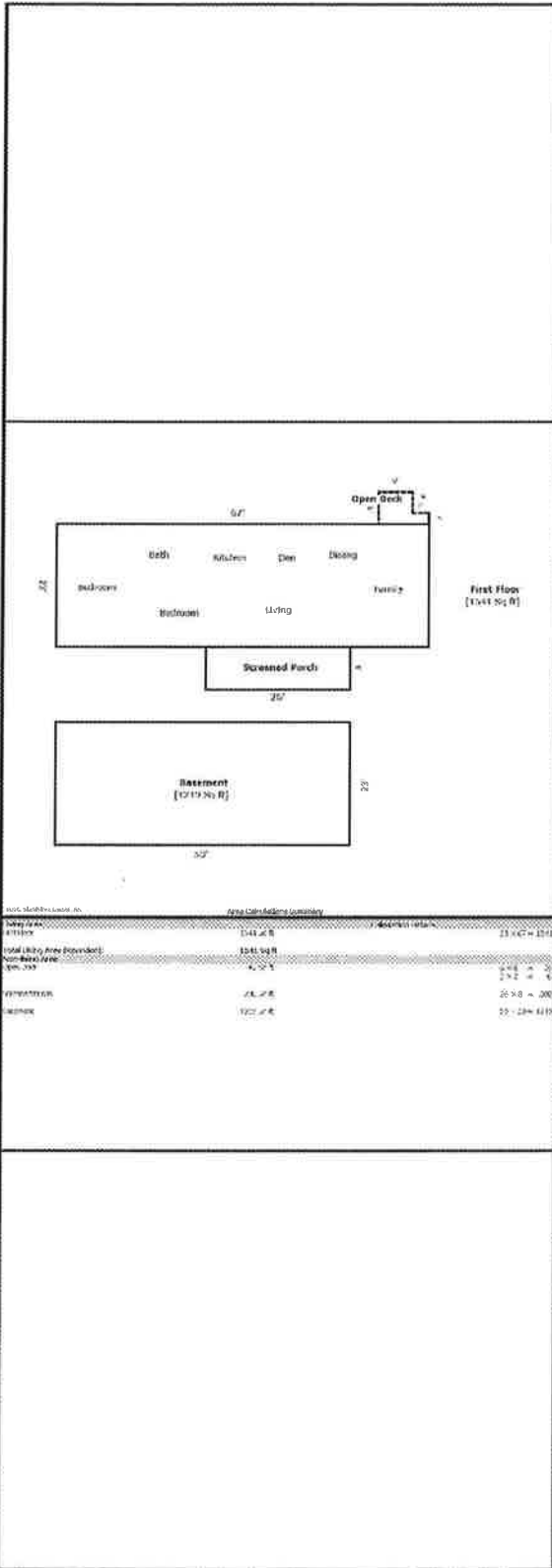
Are foreclosure sales (REO sales) a factor in the project?  Yes  No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

Signature  Signature \_\_\_\_\_  
 Appraiser Name **Stephen I. Wells** Supervisory Appraiser Name \_\_\_\_\_  
 Company Name **Wells Appraisal Service** Company Name \_\_\_\_\_  
 Company Address **P.O. Box 260, Milford, NH 03055** Company Address \_\_\_\_\_  
 State License/Certification # **NHCG-275** State **NH** State License/Certification # \_\_\_\_\_ State \_\_\_\_\_  
 Email Address **Steve@WellsAppraisal.com** Email Address \_\_\_\_\_

**Building Sketch**

Borrower/Client	Susan Smith		
Property Address	283 N River Rd		
City	Lee	County	Strafford State NH Zip Code 03861
Lender	Sterling National Bank		



Total Living Area		Total Living Area	
Living Area	1341 sq. ft.	Living Area	1341 sq. ft.
Total Living Area (Excludes)	1341 sq. ft.	Total Living Area	1341 sq. ft.
Non-Living Area	1219 sq. ft.	Total Living Area	1341 sq. ft.
Basement	1219 sq. ft.	Total Living Area	1341 sq. ft.

**Plat Map**

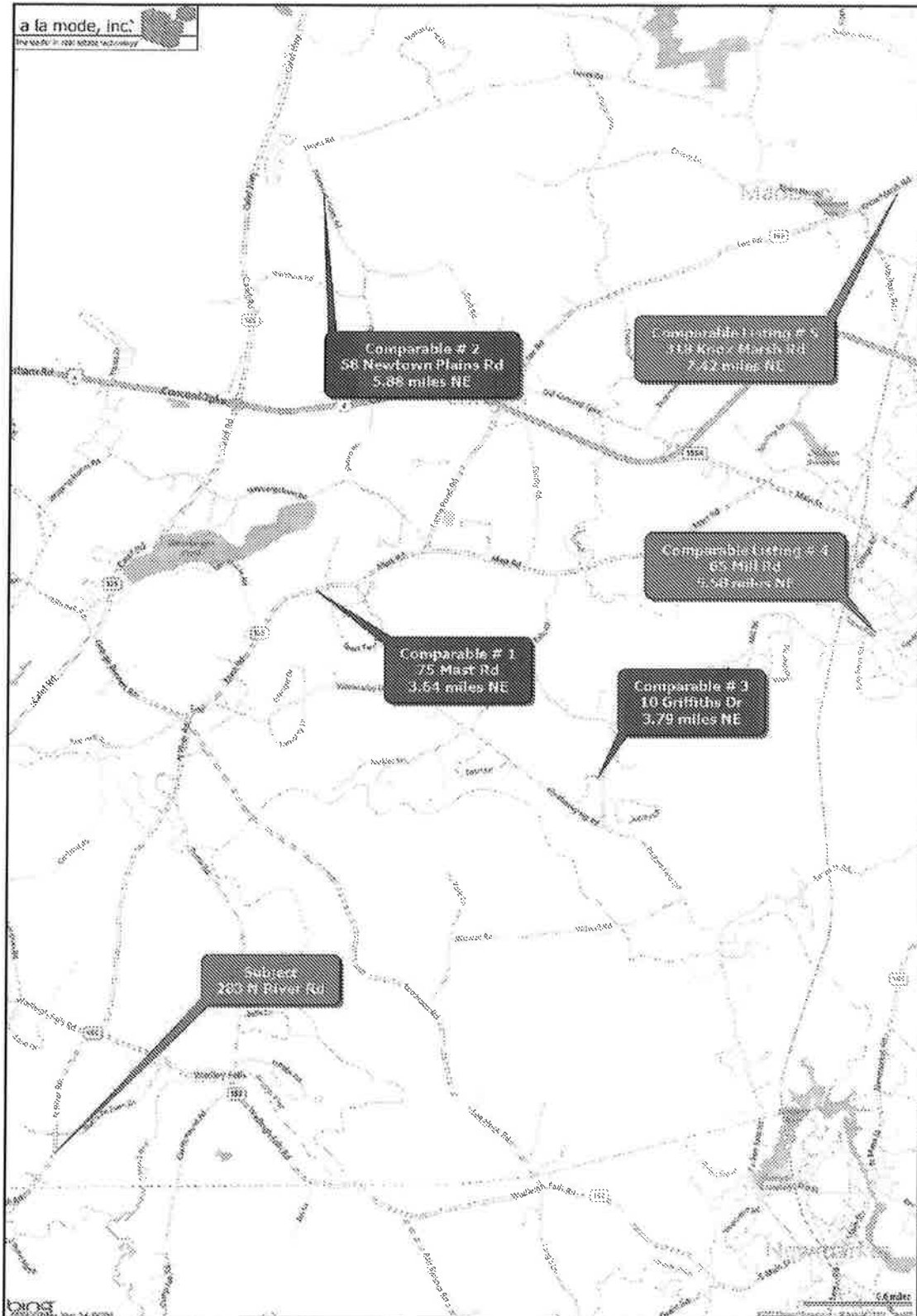
Borrower/Client	Susan Smith				
Property Address	283 N River Rd				
City	Lee	County	Strafford	State	NH
Zip Code	03861				
Lender	Sterling National Bank				





### Location Map

Borrower/Client	Susan Smith				
Property Address	283 N River Rd				
City	Lee	County	Strafford	State	NH Zip Code 03861
Lender	Sterling National Bank				



**OWNER INFORMATION**

**LEMIEUX, ROBERT E**  
SMITH, SUSAN  
PO BOX 1049  
NEWFIELDS, NH 03856-1049

**SALES HISTORY**

Date	Book	Page	Type	Price	Grantor
02/07/1992	1594	0154	Q1	78,571	ROBERT LAROSA
03/06/1985	1161	0027	U199	54,000	JAMES G. ELLIS

**NOTES**

LT ATT TO BACK OF HSE; EST BACK YARD DUE TO DOGS; PART STONE FND; SOME WATER IN BASEMENT. 5/13- DOG RESCUE HOUSE, MULT. DOGS AT REAR SO DNV. PLASTIC GRN HOUSE N/V, AVG. INTERIOR CONDITION PER OWNER, ADJUST SKETCH. NEW RUBBER ROOF. 08-13 ADJ PER APPRAISAL REVIEW AND MARKET DATA

**EXTRA FEATURES VALUATION**

Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Market Value	Notes
DECK	120	12 x 10	193	7.00	60	973	
LEAN-TO	32	8 x 4	400	4.00	60	307	
SHED-EQUIPMENT	72	12 x 6	282	8.00	50	812	
						<b>2,100</b>	

**MUNICIPAL SOFTWARE BY AVITAR**

**LEE ASSESSING OFFICE**

Year	Building	Features	Land
2012	\$ 107,800	\$ 2,100	\$ 82,200
		Parcel Total:	\$ 192,100
2013	\$ 101,600	\$ 2,100	\$ 81,100
		Parcel Total:	\$ 184,800
2014	\$ 101,600	\$ 2,100	\$ 81,100
		Parcel Total:	\$ 184,800

**LAND VALUATION**

Zone:	RES	Minimum Acreage:	1.95	Minimum Frontage:	250	Site:	Driveway:	Road:
<b>Land Type</b>	<b>Units</b>	<b>Base Rate</b>	<b>NC</b>	<b>Adj</b>	<b>Site</b>	<b>Road</b>	<b>DW</b>	<b>Way</b>
IF RES	1,950 ac	80,000	E	100	100	100	100	100
IF RES	0,550 ac	x 4,000	X	100				
						<b>2,500 ac</b>		
							<b>81,100</b>	



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# Lee-Durham 2013 Perambulation Report

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July 8, 2013  
Perambulation of Town  
Bounds

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Robert Moynihan

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## **INTRODUCTION**

This report has been prepared to document the perambulation of the common Town Line between Durham and Lee New Hampshire. The perambulation was performed by Councilor Julian Smith and Engineer David Cedarholm for the Town of Durham and by Selectman David Cedarholm and Robert Moynihan (Licensed Land Surveyor) for the Town of Lee.

The route followed was from North to South (see overview maps on pages 8-10). Photos were taken and GPS (Global Positioning System) coordinates (WGS 84 Datum) obtained for each town bound found. A "Recreation-grade" GPS receiver was used, with an accuracy in the 10 to 20 foot range. The coordinates given in the report are Latitude and Longitude based on the WGS 84 Datum.

*(Note that one arc second of Latitude is approximately 100 ft.. on the ground and one arc second of Longitude is approximately 75 ft.. – at this latitude)*

The perambulation description used is a copy of those used earlier by the towns with the addition of bound designation numbers, updated road names, Latitude and Longitude, and any missing or modified bounds. The distances and directions used in the earlier perambulations were not changed.

# Perambulation of the lines between the towns of Lee and Durham

(July 8, 2013) (Walking North to South)  
(revisions and notes in **bold red**)

## Perambulation of the lines between the towns of Lee and Durham (1983) (Walking south)

We, the Selectman (**or their representatives**) of said towns met at a stone marked M.L.D., 1948 on the land of Nehemiah Snell, being the same corner bound between Madbury, Lee, and Durham, of the eight day of July 2013 for the purpose of perambulating the lines of said Towns and renewing marks and bounds according to law.

[MLD-1] Beginning at the above named stone in the woodland of Nehemiah Snell (formerly described as the pasture of John Dame) about 6 rods north of the fence, 1 rod east of the path, being the corner stone between Durham and Lee on the westerly line of the Town of Madbury,

[DL-8] Thence running south 22 degrees west 86 rods (**1419 ft.**) to a stone on the south side of the highway (Route 155) about half-way up Buzzell Hill from the bridge toward Madbury Depot, marked L-D, 1913, 1948,

[DL-7] Thence same course 56 rods (**924 ft.**) to a stone marked 1846, 1948 on the south side of Beech Hill Road (now abandoned) about 5 rods (**82.5 ft.**) southeast of the old bridge abutment where the Beech Hill Road crossed the Oyster,

[DL-6] Thence same course 196 rods (**3234 ft.**) to a stone post marked L.D 1913, 1948 on the south side of the Concord Turnpike (U.S. 4) so called, about 20 rods east of the Oyster River Bridge near the residence of Sherbourne Fogg,

[DL-5] Thence same course 278 rods (**4587 ft.**) to a spot on the south side of mast Road (route 155A) where a stone marked L-D 1857 formerly was found, between the Oyster River Bridge and the house that was formerly the residence of Henry Fisher; this bound was not found during the 1969 perambulation. It must have been covered or removed in resurfacing the road. In 1974 a large stone marked L-D 1974 was place at approximate location of the missing stone references to above (**This bound was replaced in 1974 by M. Jenkins and L Stevens using the same location as the base of the original stone.**)

[DL-4] Thence same course 208 rods (**3432 ft.**) to a stone marked L-D, 1864, 1878, 1913, 1948 on the north side of the Packers Falls Road so called on the land of Norman Morgan (formerly owned by H. Fisher) just west of a newly built house (Clyde Fogg) **with a concrete monument 1 ft. back on the same course designated [DL-4A].**

[DL-3] Thence same course 168 rods (2772 ft.) to a stone marked L-D 1913-1948 about 1 rod (16.5 ft.) south of the Wednesday Hill Road so called about four feet out from the foundation and now buried in the lawn of the house formerly of Rose Nesbit , now of Louis Cote (being across the road from the old Fernald place now the property of Clyde Fogg.); presently referenced by a cement post in the shoulder (south side) of Wednesday Hill Road,

**NOTE: Bound DL-3 was not found but the concrete marker just off the south side of Wednesday Hill Road was found and designated as [DL-3A]. (Unable to determine at this time when it was set.)**

[DL-2] Thence same course 320 rods (5280 ft.) to a ledge outcrop marked L-D 1913, in the stone wall between the land of Zych and the University of New Hampshire about 550 feet (formally stated to be about 20 rods (330 ft.) ) south of the Wiswall Road leading from the site of the old electric power station to the Lee Hook,

[DL-1] Thence same course to a very large stone in the wall marked L-D 1913 - 1948 about 7 rods (115.5 ft.) east of the road leading from Lee to Newmarket, near the house of Helmut Haendler (formerly the John Webb place),

**[DL-1A] Thence the same course 170 ft. to a concrete monument set on the north side of Lee Hook Road. (Unable to determine at this time when it was set.)**

[NMDL-1] Thence the same course 144 rods (2376 ft.) (from DL-1) to a stone marked N-L-D, 1913 - 1948 on the land of Lloyd Walker (formerly Harry Bergeron) being the corner bound between the Towns of Durham and Lee, adjoining the northerly line of the Town of Newmarket. **This bound is in an area that has been excavated for gravel and may not be in its original location.**

All bounds marked with red flagging and orange paint (where appropriate)

- - - - -

Signatures Page below



In witness whereof we have set our hands this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
David Cedarholm, Selectman

\_\_\_\_\_  
David Cedarholm Town Engineer

\_\_\_\_\_  
Robert Moynihan, PE, LLS

\_\_\_\_\_  
Julian Smith Town Councilor

Perambulated for Lee

Perambulated for Durham

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Selectmen of Lee

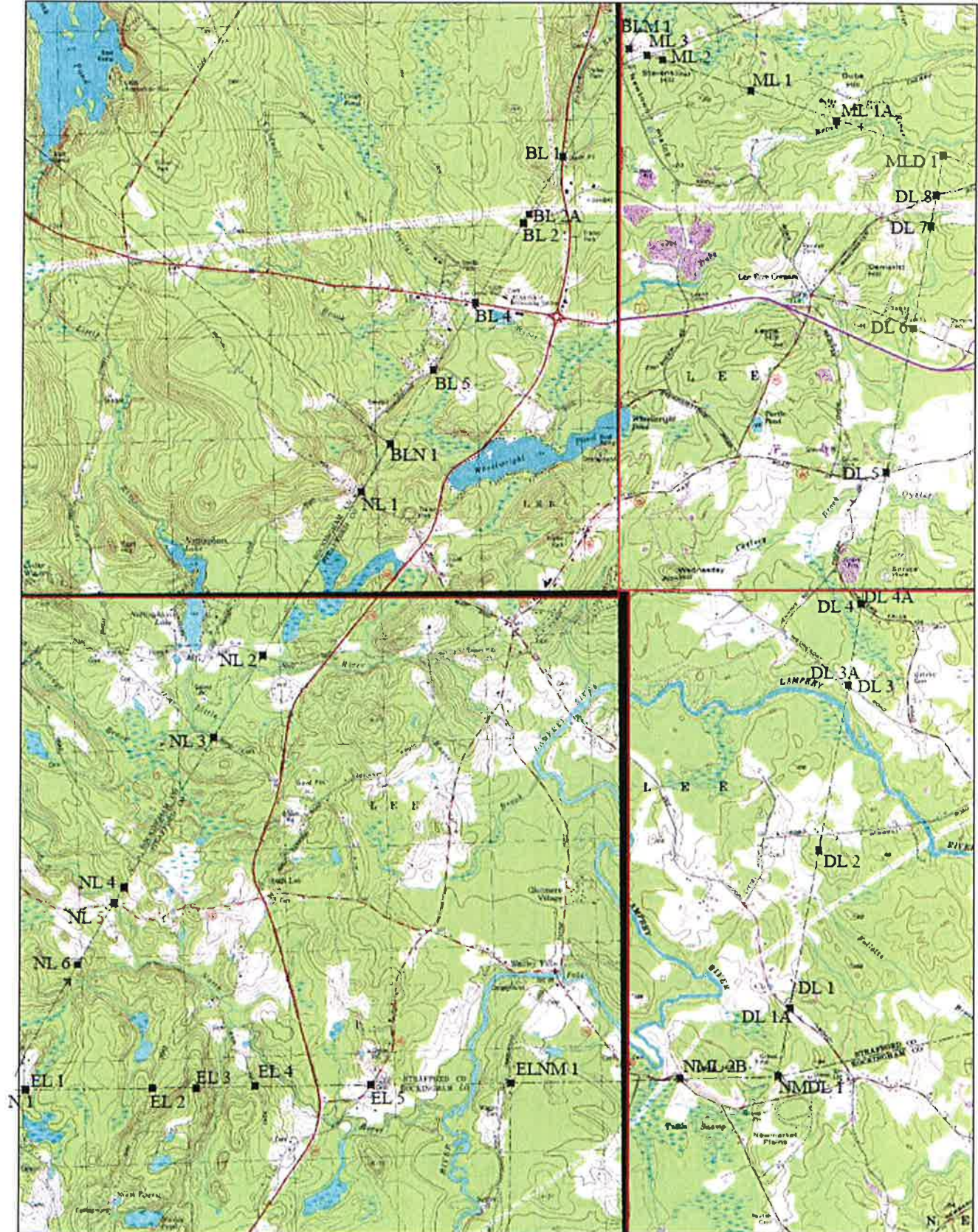
\_\_\_\_\_ of Durham

Received and Recorded the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Book \_\_\_\_ Page \_\_\_\_

\_\_\_\_\_  
Town Clerk of \_\_\_\_\_

# SUPPORTING DOCUMENTATION

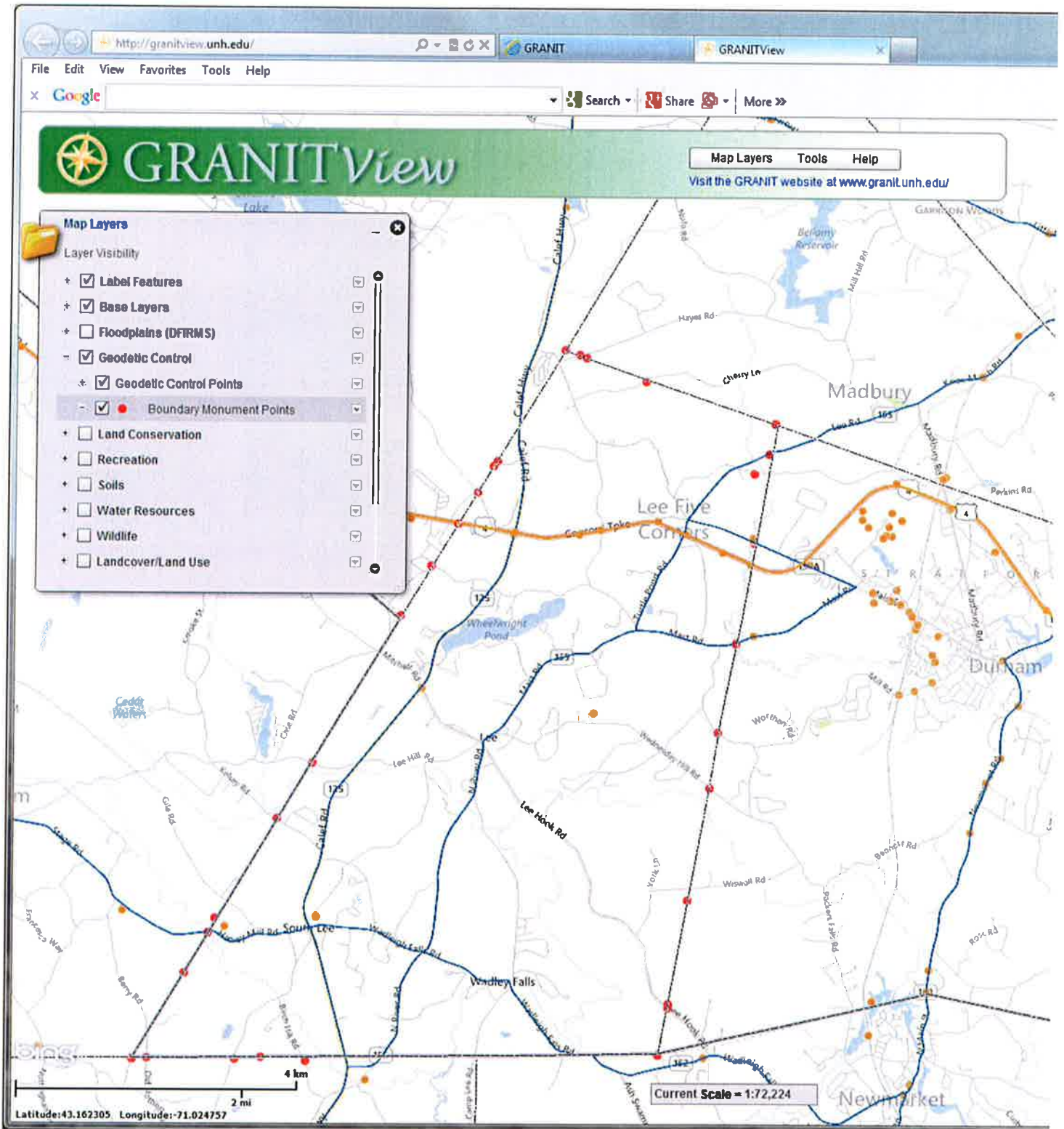
# OVERVIEW MAP OF TOWN LINE AND BOUND DESIGNATIONS





**2010 ORTHOPHOTO  
(GRANIT)**







# BOUNDS LISTED FROM SOUTH TO NORTH

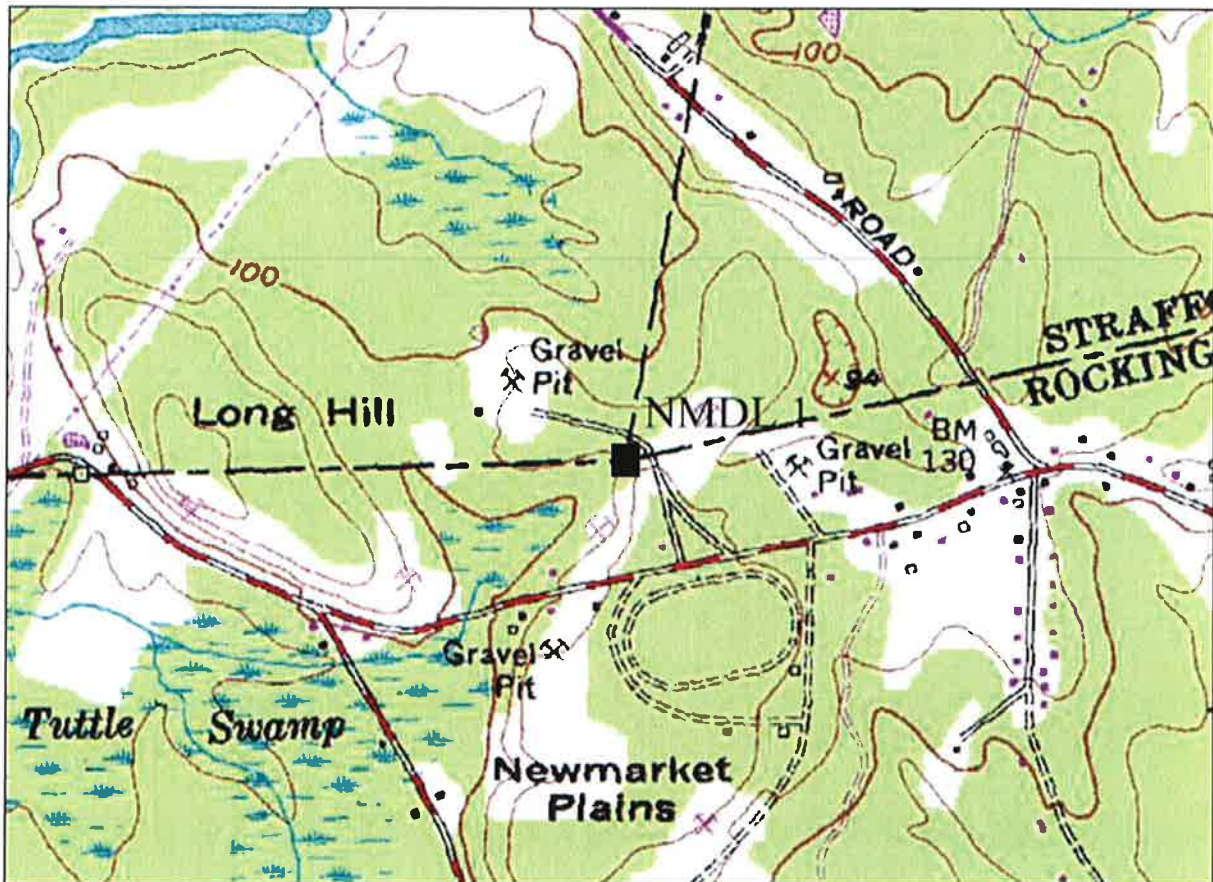
## BOUND NMLD1

**Date: July 8, 2013**

**Latitude = 43° 04' 56"**

**Longitude = 70° 58' 51"**

See Table of Bounds and Positions at the end of the report for the current values.



Scale 1" = 1000'



# BOUND NMDL 1

NH Granitview 2010 6 inch RGB imagery





# BOUND NMDL 1

2004 photos





# BOUND NMDL 1

2013 photos



Looking East



Looking South



Looking West

# BOUND DL 1A

**Date: July 8, 2013**

**Latitude = 43° 05' 18"**

**Longitude = 70° 58' 46"**

See Table of Bounds and Positions at the end of the report for the current values.



Scale 1" = 1000'



# BOUND DL 1A

NH Granitview 2010 6 inch RGB imagery





# BOUND DL 1A

2004 photos





# BOUND DL 1A

2013 photos



## BOUND DL 1

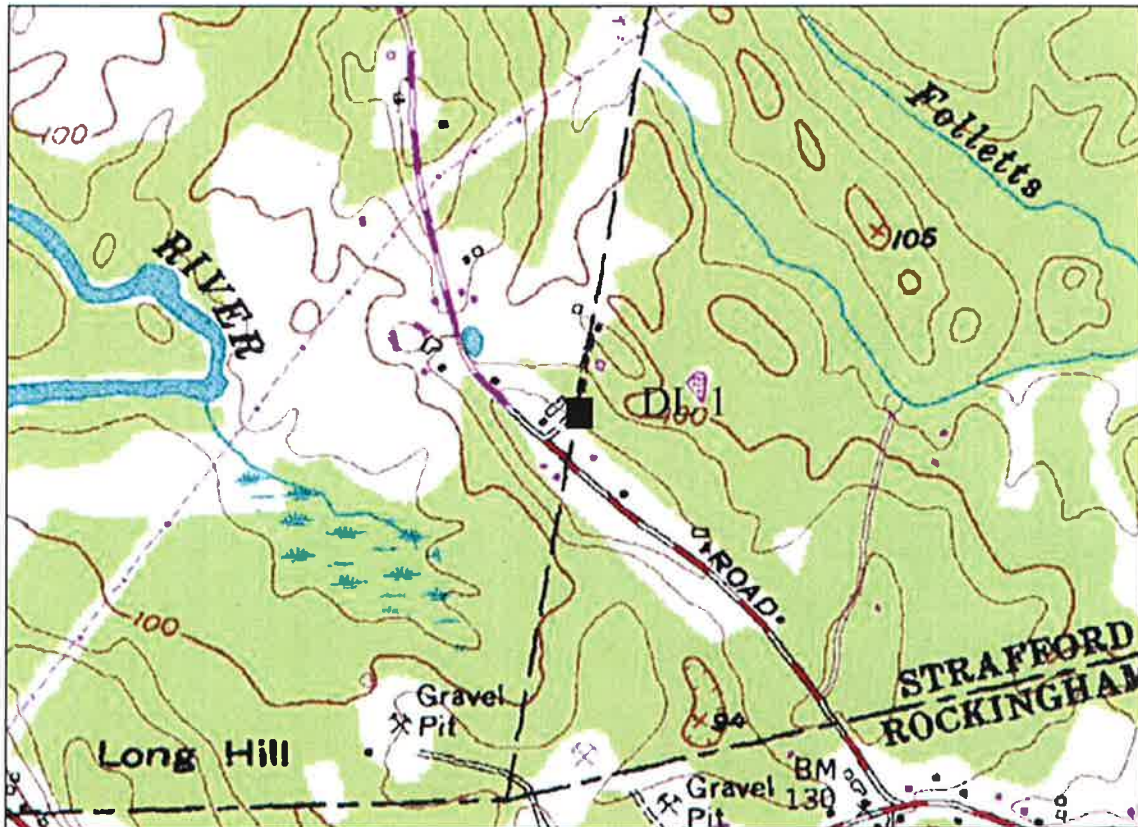
**Date: July 3, 2013**

**Latitude = 43° 05' 19"**

**Longitude = 70 58' 45"**

See Table of Bounds  
and Positions at the  
end of the report for  
the current values.

Stone DL 1

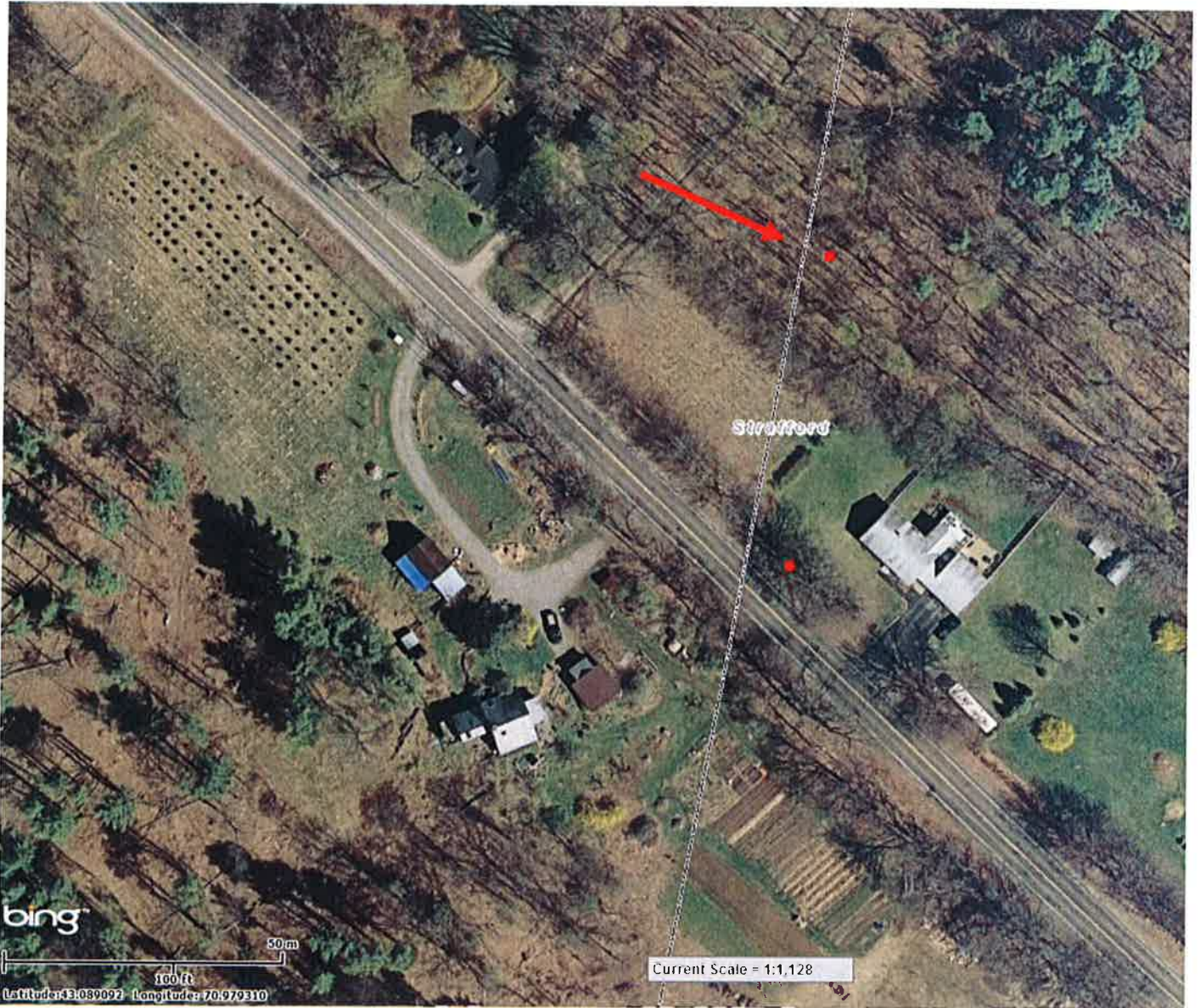


Scale 1" = 1000'



# BOUND DL 1

NH Granitview 2010 6 inch RGB imagery





# BOUND DL 1

2004 photos





# BOUND DL 1

2013 photos



## BOUND DL 2

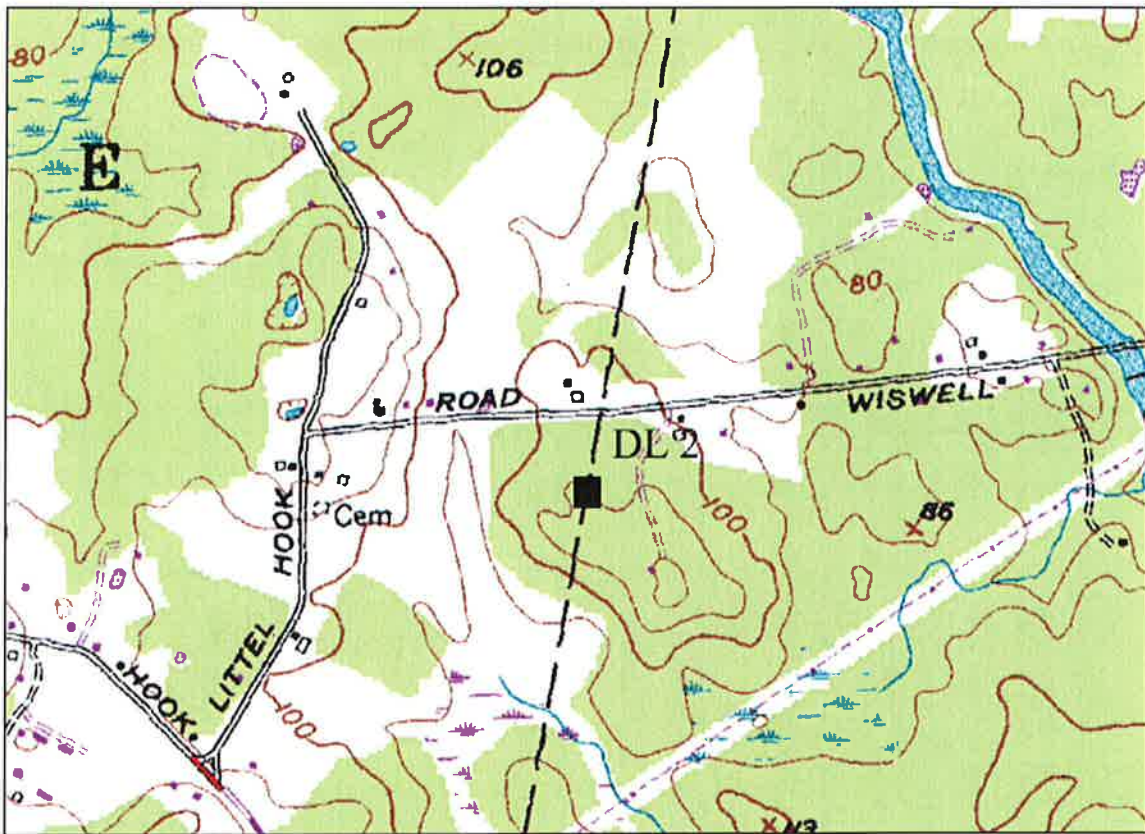
**Date: July 8, 2013**

**Latitude = 43° 06' 07"**

**Longitude = 70° 58' 33"**

See Table of Bounds and Positions at the end of the report for the current values.

Stone DL 2



Scale 1" = 1000'



# BOUND DL 2

NH Granitview 2010 6 inch RGB imagery





# BOUND DL 2

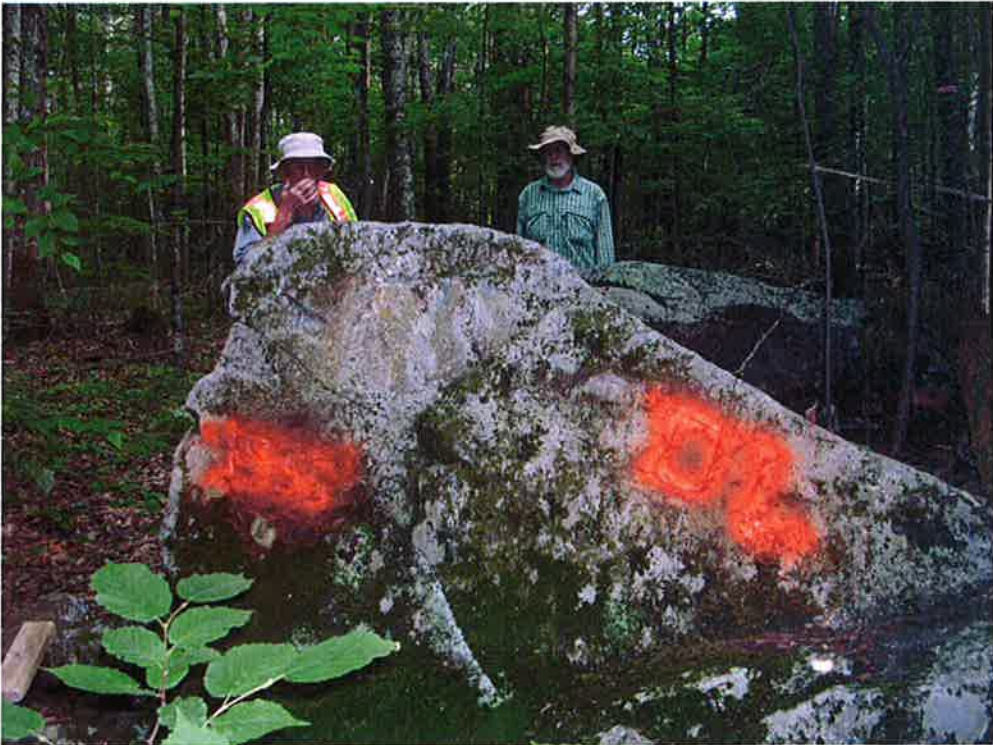
2004 photos





# BOUND DL 2

2013 photos





# BOUND DL 3

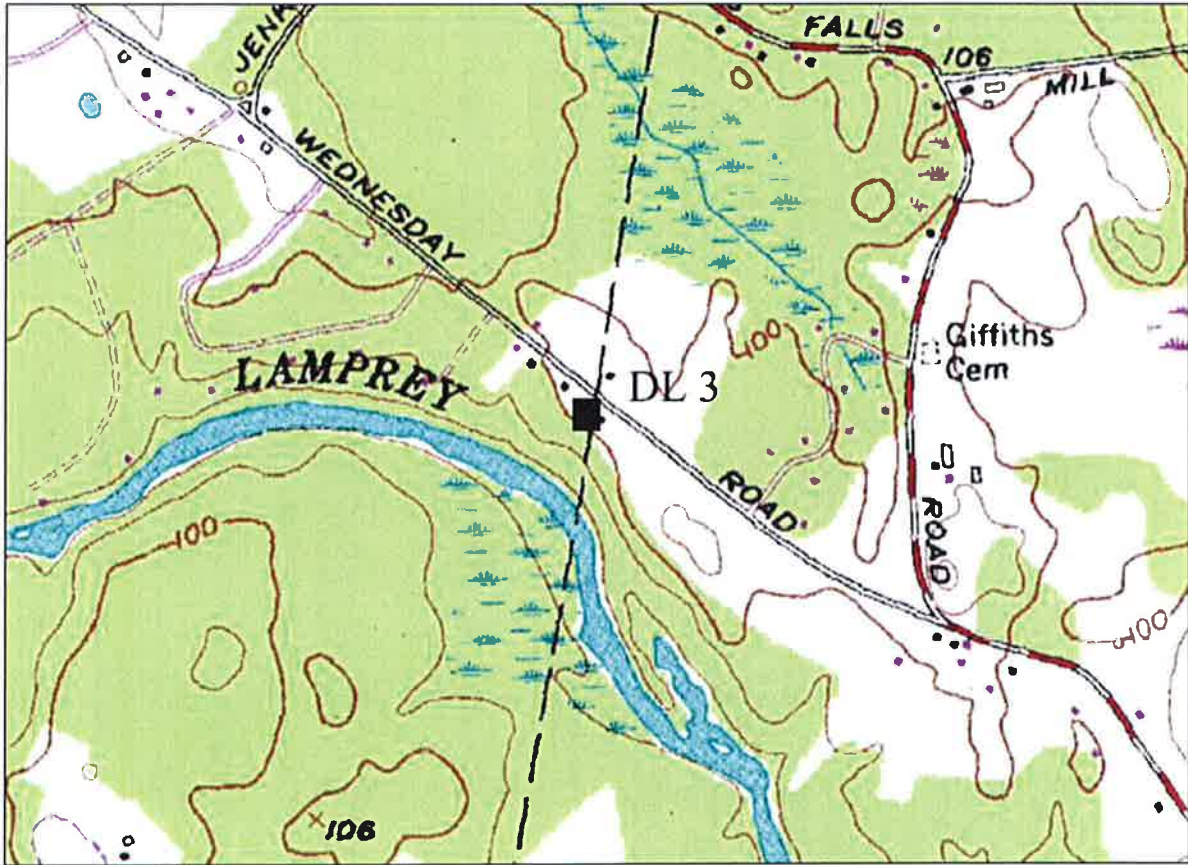
Date: July 8, 2013 - Not Able to Find

Latitude =    °    '    "

Longitude =    °    '    "

See Table of Bounds and Positions at the end of the report for the current values.

Stone DL 3



**BOUND DL 3**  
Not Found 2004





## **BOUND DL 3**

2013 not found

Bound DL3?

"4' off foundation and buried in ground" per older perambulations

Searched for and not found

Also not found inside fenced garden area



# BOUND DL 3A

Concrete Marker

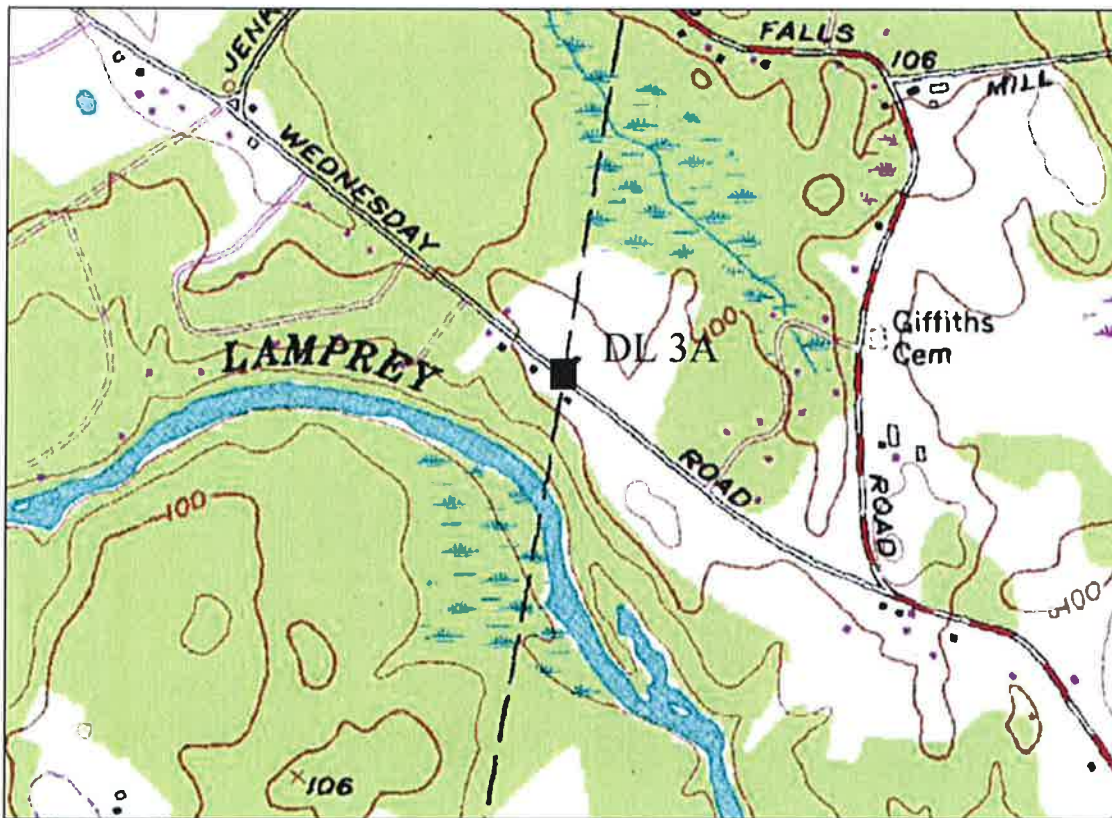
**Date: July 8, 2013**

**Latitude = 43° 06' 59"**

**Longitude = 70° 58' 20"**

See Table of Bounds and Positions at the end of the report for the current values.

Stone DL 3A



Scale 1" = 1000'



# BOUND DL 3A

AutoCAD Civil 3D with 2010 6 inch RGB imagery





# BOUND DL 3A

2004 photos





# BOUND DL 3A

2013 photos



## BOUND DL 4

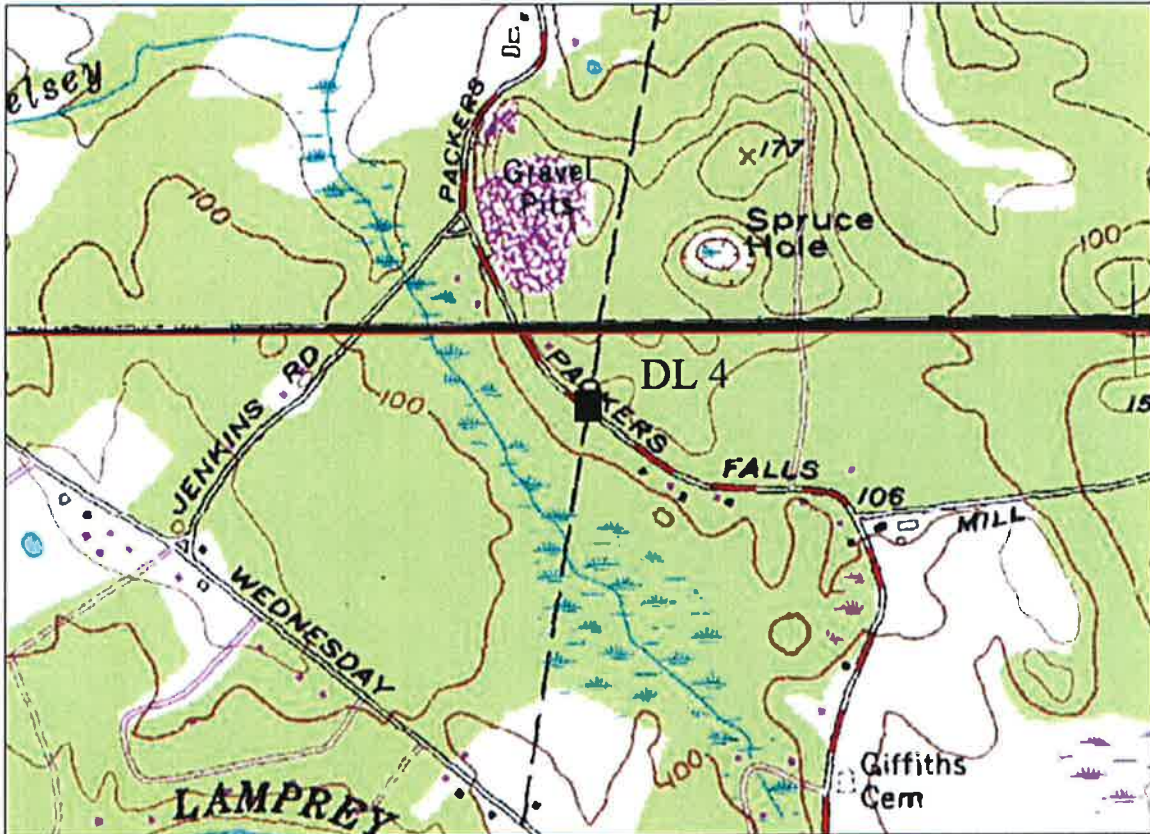
**Date: July 8, 2013**

**Latitude = 43° 07' 25"**

**Longitude = 70° 58' 14"**

See Table of Bounds and Positions at the end of the report for the current values.

Stone DL 4



Scale 1" = 1000'



# BOUND DL 4

NH Granitview 2010 6 inch RGB imagery





# BOUND DL 4

2004 photos





# BOUND DL 4

2013 photos



# BOUND DL 4A

Concrete Marker

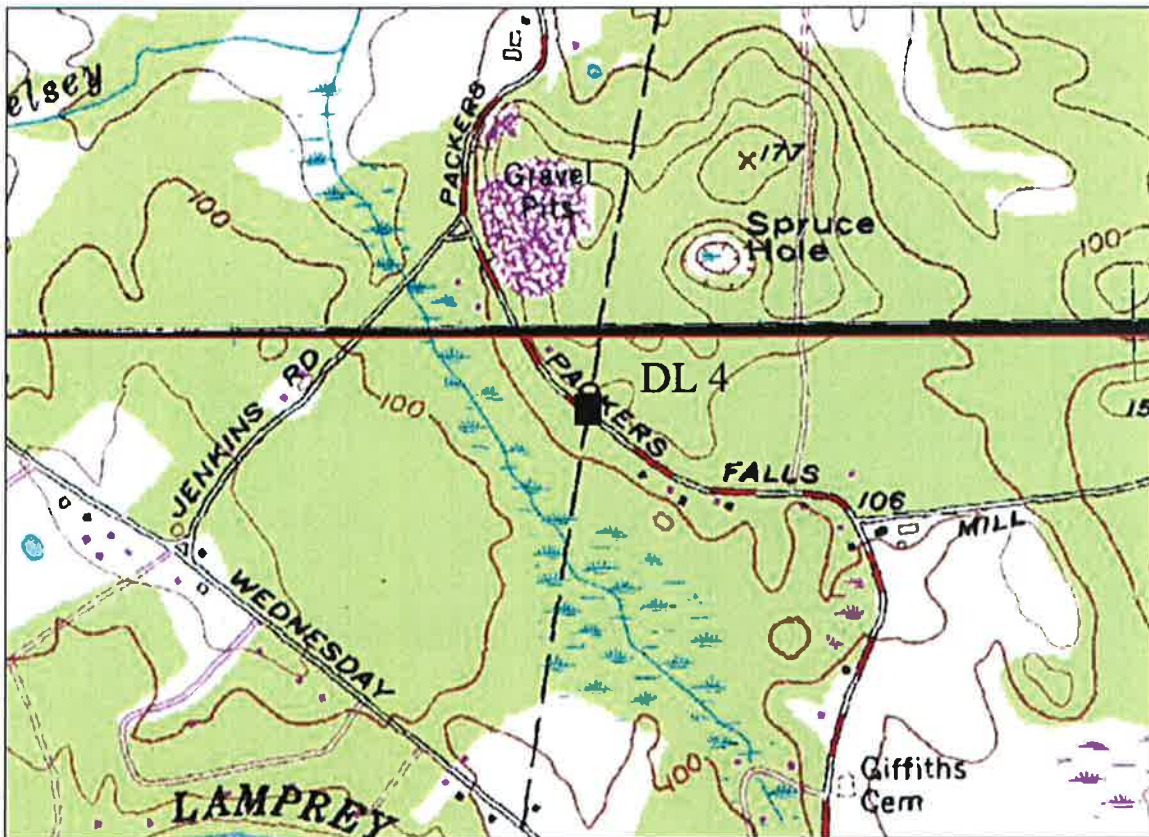
**Date: July 8, 2013**

**Latitude = 43° 07' 25"**

**Longitude = 70° 58' 14"**

See Table of Bounds and Positions at the end of the report for the current values.

Stone DL 4



Scale 1" = 1000'



# BOUND DL 4A

NH Granitview 2010 6 inch RGB imagery





# BOUND DL 4A

2004 photos



# BOUND DL 4A

2013 photos



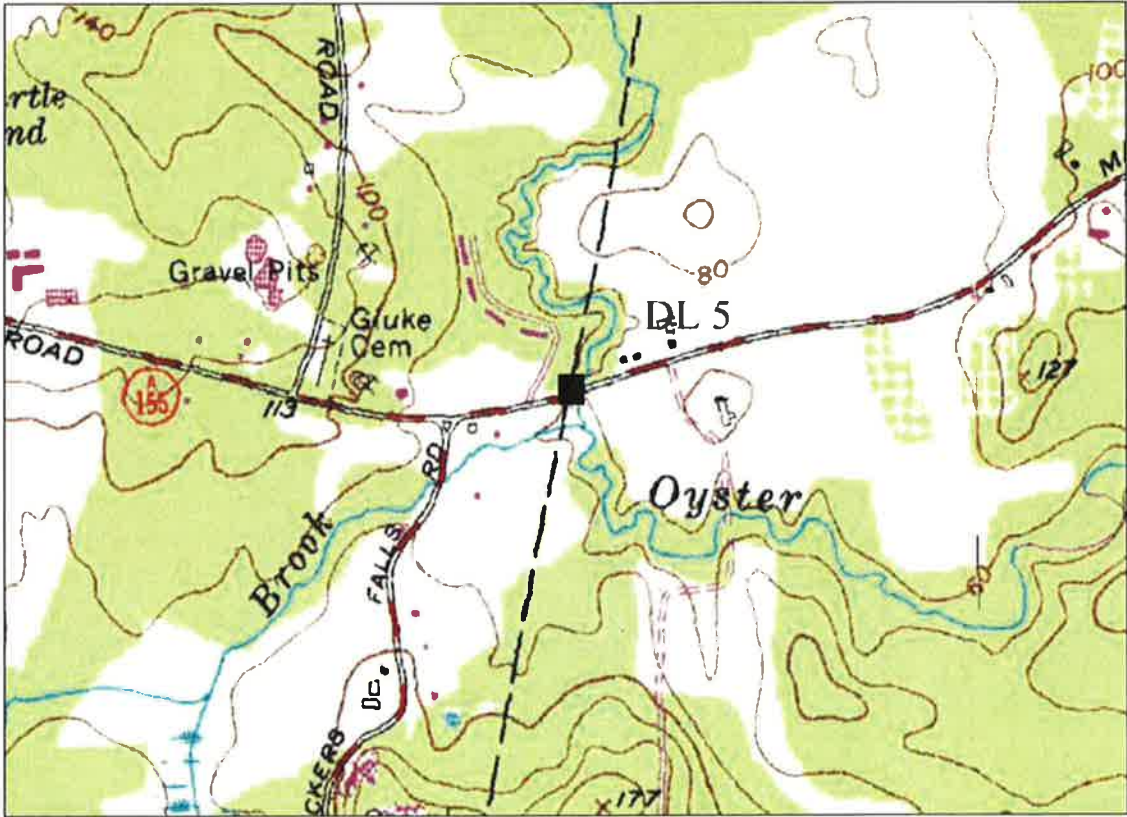


# BOUND DL 5

**Date:** July 8, 2013  
**Latitude =** 43° 08' 06"  
**Longitude =** 70° 58' 04"

See Table of Bounds and Positions at the end of the report for the current values.

Stone DL 5



Scale 1" = 1000'

# BOUND DL 5

NH Granitview 2010 6 inch RGB imagery





**BOUND DL 5**SB398  
continued

Reset 1974

The following description change occurred in a 1983 perambulation, resulting in the monument pictured below, as it appears today:

A stone marked L-D 1857, 1878, 1913, 1948 on the south side of the Oyster River (now abandoned) about 5 rods southeast of the old bridge abutment where the Beech Hill Road crossed the Oyster, thence same course 196 rods to a stone post marked L-D 1913, 1948 on the south side of the Concord Turnpike (US4) so-called, about 20 rods east of the Oyster River Bridge near the residence of Sherburne Fogg, thence same course 278 rods to a spot on the south side of Mast Road (route 155A) where a stone marked L-D 1857 formerly was found, between the Oyster River Bridge and the foundation of the house that was formerly the residence of Henry Fisher; this bound was not found during 1969 perambulation. It must have been covered or removed in resurfacing the road. In 1974 a large stone marked L-D 1974 was placed at the approximate location of the missing stone referred to above. Thence same course 168 rods to a stone marked L-D 1864, 1878, 1913, 1948 on the north side of the Packers Falls Road so-called on the land of Norman Morgan (formerly owned by Henry Fisher) just west of a newly built house (Clyde Fogg); thence the same course 168 rods to a stone marked L-D 1913-1948 about one rod south of the Wednesday Hill Road so-called about

M. E. JENKINS set  
this stone with  
Lloyd STEVENS (Lee  
TRABO Agent). The  
base of original  
stone was visible  
& we dug it out &  
re-surveyed it &  
tied it to the corner  
foundation of the  
old "MANSION".  
The corner of mansion  
was corner facing  
the road (Northwest,  
Early rods (1804?)  
called it "LASKIES  
BRIDGE"





# BOUND DL 5

2004 photos





# BOUND DL 5

2013 photos



## BOUND DL 6

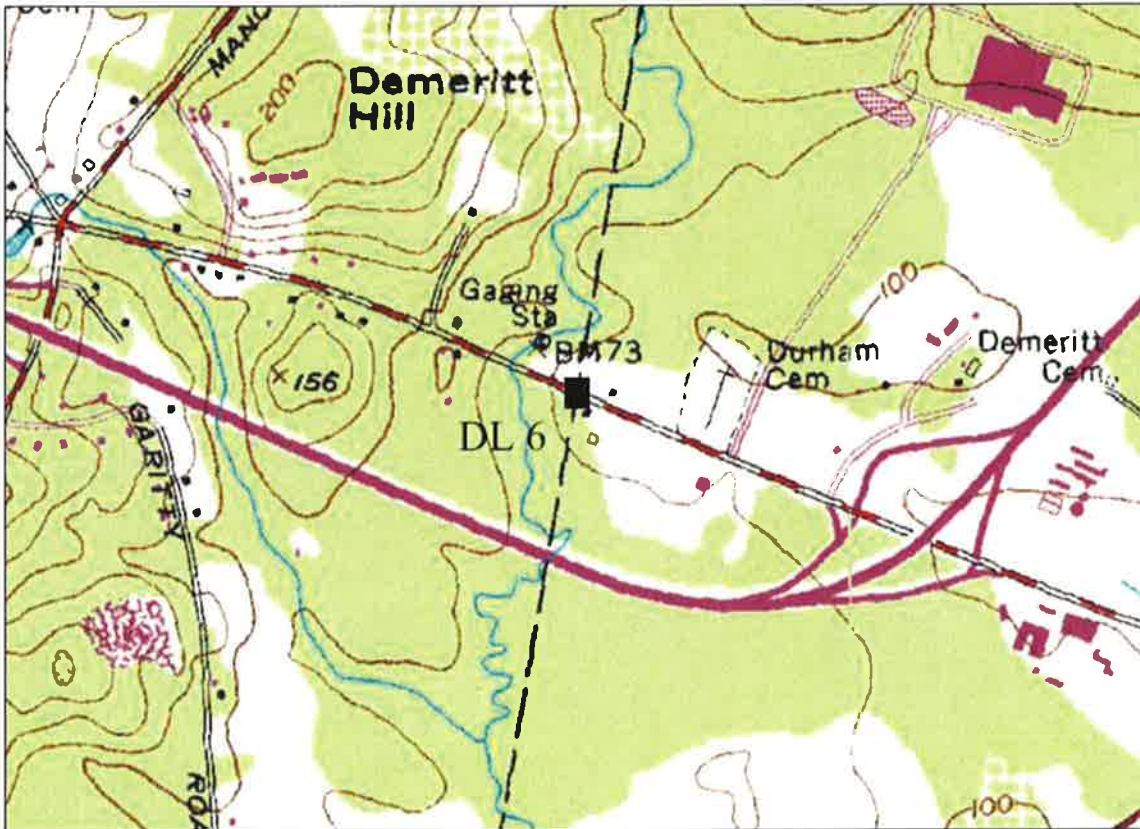
**Date: July 8, 2013**

**Latitude = 43° 08' 52"**

**Longitude = 70° 57' 52"**

See Table of Bounds  
and Positions at the  
end of the report for  
the current values.

Stone DL 6



Scale 1" = 1000'



# BOUND DL 6

NH Granitview 2010 6 inch RGB imagery





# BOUND DL 6

2004 photos





# BOUND DL 6

2013 photos



## BOUND DL 7

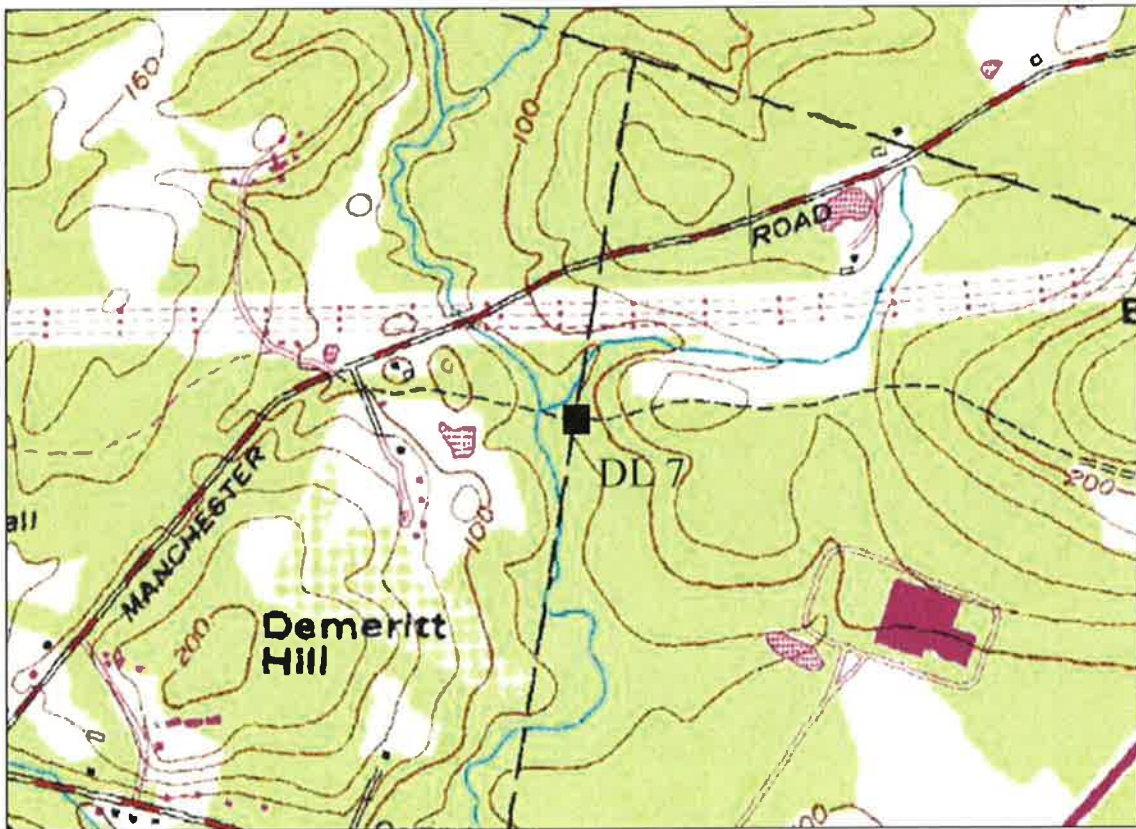
**Date: July 8, 2013**

**Latitude = 43° 09' 33"**

**Longitude = 70° 57' 43"**

See Table of Bounds and Positions at the end of the report for the current values.

Stone DL 7



Scale 1" = 1000'



# BOUND DL 7

Lee Bounds 2010 6 inch coverage.dwg





# BOUND DL 7

2004 photos





# BOUND DL 7

2013 photos



Looking East



Looking West (concrete bound also found)





## BOUND DL 8

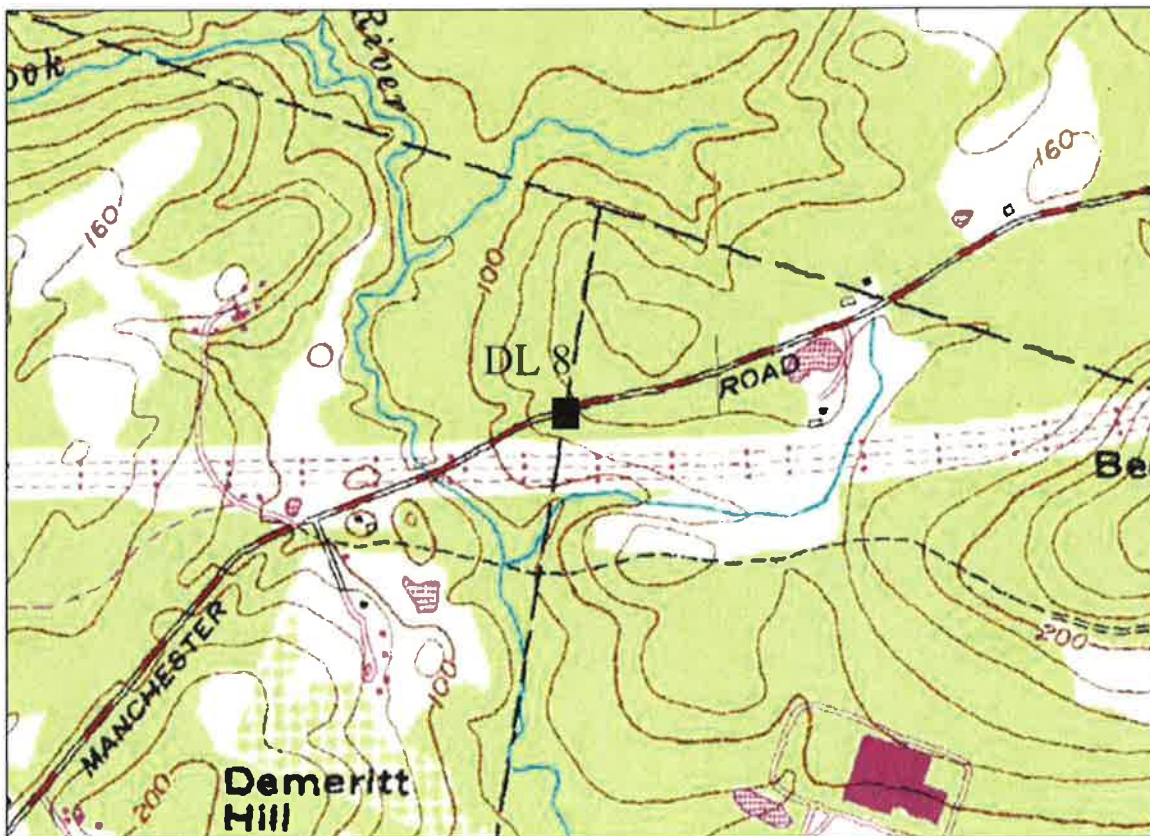
**Date: July 8, 2013**

**Latitude = 43° 09' 33"**

**Longitude = 70° 57' 43"**

See Table of Bounds and Positions at the end of the report for the current values.

### Stone DL 8



Scale 1" = 1000'



# BOUND DL 8

NH Granitview 2010 6 inch RGB imagery





# BOUND DL 8

2004 photos





# BOUND DL 8

2013 photos



# BOUND MLD 1

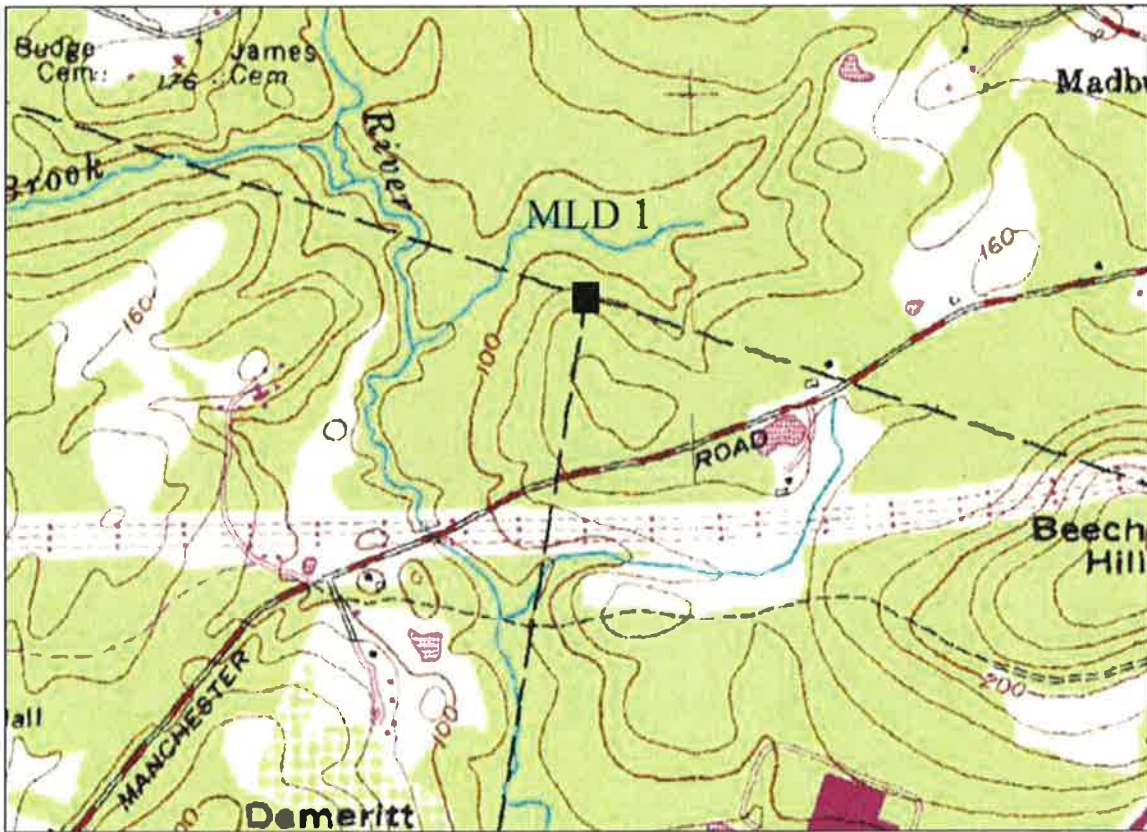
**Date: July 8, 2013**

**Latitude = 43° 09' 46"**

**Longitude = 70° 57' 39"**

See Table of Bounds and Positions at the end of the report for the current values.

## Stone MLD 1



Scale 1" = 1000'



# BOUND DL MLD 1

NH Granitview 2010 6 inch RGB imagery





# BOUND MLD 1

2004 photos





# BOUND MLD 1

2011 photos





## **BOUND MLD 1**

2013 photos



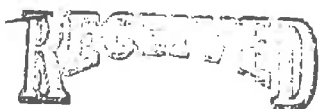
Smaller stone bound  
(approx. 4' south of larger stone)

**DURHAM - LEE TOWN LINE PERAMBULATION**  
July 8, 2013

**TABLE OF BOUNDS AND POSITIONS**

Bound Designation	NHSPC NAD 83 (ft.)				Collected July 8, 2013		NAD 83 (dms)		DESCRIPTION
	NAD 83 NH State Plane Coordinates				WGS84 Lat. & Long		Perambulation Description		
	N	E			Latitude	Longitude			
NMDDL1	212932	1167476			43 04 55.92	70 58 51.00		Stone set in sand pit/trailer storage area. location not confirmed to be original	
DL1A	215177	1167862			43 05 18.06	70 58 45.54		Concrete marker on north side of Lee Hook Road (not certain when set)	
DL1	215269	1167901			43 05 18.96	70 58 45.0		Very large stone in wall marked L-D 1913, 1948 in side lawn of new house	
DL2	220099	1168752			43 06 06.60	70 58 33.00		Ledge Outcrop in stone wall @550' south of Wiswall Road.	
DL3								Not found, possibly near foundation, in a fenced in garden area	
DL3A	225477	1169669			43 06 59.64	70 58 20.04		Concrete marker on south side of Wednesday Hill Rd. (not certain when set)	
DL4	228063	1170088			43 07 25.14	70 58 14.10		Stone on north side of Packer's Falls Road with Conc. Bound (DL4A) 1' away	
DL4A	228063	1170088			43 07 25.14	70 58 14.10		Concrete marker on N side of Packer's Falls Road. (not certain when set)	
DL5	232194	1170832			43 08 05.88	70 58 03.60		Large stone on east side of NH 155 A just west of the Oyster River	
DL6	236890	1171638			43 08 52.2	70 57 52.2		Stone in front of house on west side of Main Street Durham (NH Rt 155A)	
DL7	240084	1172119			43 09 23.7	70 57 45.36		Stone on edge of old Beech Hill Road near and east of old bridge location	
DL8	241015	1172275			43 09 32.88	70 57 43.14		Stone up on hill on south side of NH RT 155	
MLD1	242372	1172544			43 09 46.26	70 57 39.36		Stone out in woods @ 1500' off of north side RT 155, accessed by logging road	

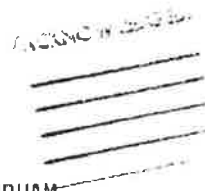
## 1983 PERAMBULATION



DEC 8 1983

TOWN OF LEE, NEW HAMPSHIRE

TOWN OF DURHAM PERAMBULATION OF THE LINES BETWEEN THE TOWNS OF LEE AND DURHAM



We, the Selectmen of the above named towns, met at a stone marked M. L. D. 1948, on the land of Nehemiah Snell, being the same corner bound between Madbury, Lee and Durham, on the 19th day of November, 1983, for the purpose of perambulating the lines of said towns and renewing marks and bounds according to law.

Beginning at the above named stone in the woodland of Nehemiah Snell (formerly described as the pasture of John Dame) about 6 rods north of the fence, 1 rod east of the path, being the corner stone between Durham and Lee on the westerly line of the town of Madbury, thence running south 22 degrees west 86 rods to a stone of the south side of the highway (route 155) about halfway up Buzzell Hill from the bridge toward Madbury Depot, Marked L-D, 1913, 1948, thence same course 56 rods to a stone marked 1846, 1948 on the south side of Beech Hill Road (now abandoned) about 5 rods southeast of the old bridge abutment where the Beech Hill Road crossed the Oyster, thence same course 196 rods to a stone post marked L-D 1913, 1948 on the south side of the Concord Turnpike (US4) so-called, about 20 rods east of the Oyster River Bridge near the residence of Sherburne Fogg, thence same course 278 rods to a spot on the south side of Mast Road (route 155A) where a stone marked L-D 1857 formerly was found, between the Oyster River Bridge and the foundation of the house that was formerly the residence of Henry Fisher; this bound was not found during 1969 perambulation. It must have been covered or removed in resurfacing the road. In 1974 a large stone marked L-D 1974 was placed at the approximate location of the missing stone referred to above. Thence same course 208 rods to a stone marked L-D 1864, 1878, 1913, 1948 on the north side of the Packers Falls Road so-called on the land of Norman Morgan (formerly owned by Henry Fisher) just west of a newly built house (Clyde Fogg); thence the same course 168 rods to a stone marked L-D 1913-1948 about one rod south of the Wednesday Hill Road so-called about four feet out from the foundation and now buried in the lawn of the house formerly of Rose Nesbit, now of Louis Cote (being across the road from the old Fernald place, now the property of Clyde Fogg; presently referenced by a cement post in the shoulder (south side) of Wednesday Hill Road; thence same course 320 rods to a ledge outcrop marked L-D 1913, in the stonewall between the land of Zych and the University of New Hampshire about 550 feet (formerly stated to be about 20 rods) south of the Wiswall Road leading from the site of the old Electric power station to the Lee Hook, thence same course to a very large stone in the wall marked L-D 1913-1948 about 7 rods east of the road leading from Lee to Newmarket, near the house of

Town of Lee, New Hampshire  
Perambulation of the Lines  
between the Towns of  
Lee and Durham

Page Two

Helmut Haendler (formerly the John Webb place), thence same course  
144 rods to a stone marked N-L-D 1913-1948 on the land of Lloyd Walker  
(formerly Harry Bergeron) being the corner bound between the towns of  
Durham and Lee, adjoining the northerly line of the town of Newmarket.

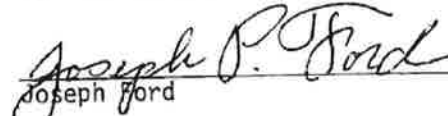
All of the above mentioned markers were identified and painted  
with yellow paint.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS 19th DAY OF NOVEMBER, 1983.

  
James C. Chamberlin

  
Wallace Dennis

  
Anne E. Goodman

  
Joseph P. Ford

SELECTMEN OF DURHAM

SELECTMEN OF LEE

Received and recorded this 16 day of December, 1983.

Book 9 Page(s) 35

  
TOWN CLERK OF LEE

1976

# 1976 PERAMBULATION

## TOWN OF LEE, N. H.

### PERAMBULATION OF THE LINES BETWEEN THE TOWNS OF LEE AND DURHAM

We, the Selectmen of the above named towns, met at a stone marked M. L. D. 1948, on the land of Nehemiah Snell, being the same corner bound between Madbury, Lee and Durham, on the 13th day of November, 1976, for the purpose of perambulating the lines of said towns and renewing marks and bounds according to law.

Beginning at the above named stone in the woodland of Nehemiah Snell (formerly described as the pasture of John Dame) about 6 rods north of the fence, 1 rod east of the path, being the corner stone between Durham and Lee on the westerly line of the town of Madbury, thence running south 22 degrees west 86 rods to a stone of the south side of the highway (route 155) about halfway up Buzzell Hill from the bridge toward Madbury Depot, Marked L-D, 1913, 1948, thence same course 56 rods to a stone marked 1846, 1948 on the south side of Beech Hill Road (now abandoned) about 5 rods southeast of the old bridge abutment where the Beech Hill Road crossed the Oyster, thence same course 496 rods to a stone post marked L-D 1913, 1948 on the south side of the Concord Turnpike (US4) so-called, about 20 rods east of the Oyster River Bridge near the residence of Sherburne Fogg, thence same course 278 rods to a spot on the south side of Mast Road (route 155A) where a stone marked L-D 1857 formerly was found, between the Oyster River Bridge and the foundation of the house that was formerly the residence of Henry Fisher; this bound was not found during 1969 perambulation. It must have been covered or removed in resurfacing the road. In 1974 a large stone marked L-D 1974 was placed at the approximate location of the missing stone referred to above. Thence same course 208 rods to a stone marked L-D 1864, 1878, 1913, 1948 on the north side of the Packers Falls Road so-called on the land of Norman Morgan (formerly owned by Henry Fisher) just west of a newly built house (Clyde Fogg); thence the same course 168 rods to a stone marked L-D 1913-1948 about one rod south of the Wednesday Hill Road so-called about four feet out from the foundation and now buried in the lawn of the house formerly of Rose Nesbit, now of Louis Cote. (being across the road from the old Fernald place, now the property of Clyde Fogg; thence same course 320 rods to a ledge outcrop marked L-D 1913, in the stonewall between the land of Zych and the University of New Hampshire about 550 feet (formerly stated to be about 20 rods) south of the Wiswall Road leading from the site of the old Electric power station to the Lee Hook, thence same course to a very large stone in the wall marked L-D 1913-1948 about 7 rods east of the road leading from Lee



to Newmarket, near the house of Helmut Haendler (formerly the John Webb place), thence same course 144 rods to a stone marked N-L-D 1913-1948 on the land of Lloyd Walker (formerly Harry Bergeron) being the corner bound between the towns of Durham and Lee, adjoining the northerly line of the town of Newmarket. All bounds marked with orange paint.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS 13th DAY OF NOVEMBER, 1976.

James W. Howell  
James Chamberlain  
SELECTMEN OF DURHAM

Karen Curtis  
Robert L. Heniston  
SELECTMEN OF LEE

Received and recorded this 16th day of December, 1976.  
Book 7 Page(s) 312-313

Joseph F. Sessa  
TOWN CLERK OF LEE

B92 MAPS

Perambulation of the Lines between the Towns of Lee and Durham

1969

We, the Selectmen of said Towns, met at a stone marked L-D 1856 1948 on the land of Nehemiah Snell, being the same corner bound between Madbury, Lee and Durham, on the ...day of.....1969 for the purpose of reambulating the lines of said Towns and renewing marks and bounds according to Law.

1969 PERAMBULATION

Beginning at the above named stone in the woodland of Nehemiah Snell (formerly described as the pasture of John Dame) about 6 rods north of the fence, 1 rod east of the path, being the corner stone between Durham and Lee on the westerly line of the Town of Madbury, thence running south 22 degrees west 86 rods to a stone on the south side of the highway (Rte. 155) about halfway up Buzzell Hill from the bridge toward Madbury Depot, marked L-D, 1913 1948, thence same course 56 rods to a stone marked 1946 1948 on the south side of Beech Hill Pond (now abandoned) about 5 rods southeast of the old bridge abutment where the Beech Hill Road crossed the Oyster, thence same course 196 rods to a stone post marked L-D 1913 1948 on the south side of the Concord Turnpike (US 4) so called, about 20 rods east of the Oyster River bridge near the residence of Sherburne Fogg, thence same course 278 rods to a spot on the south side of Mast Road (Rte. 155A) where a stone marked L-D 1857 formerly was found, between the Oyster River bridge and the house of C. Teece (formerly residence of Henry Fisher). This bound was not found; it must have been covered or removed in resurfacing the road. Thence same 208 rods to a stone marked L-D, 1864 1878 1913 1948 on the north side of the Packers Falls Road so called on the land of Norman Morgan (formerly owned by H. Fisher) just west of a newly built house (Clyde Fogg), thence same course 168 rods to a stone marked L-D 1913 1948 about 1 rod south of the Wednesday Hill Road so called close to the foundation of house of Rose Nesbit (Being across the road from the old Fernald place, now the property of Clyde Fogg), thence same course 320 rods to a ledge outcrop marked L-D 1913, in the stonewall between the land of Zych and the University of New Hampshire about 550 feet (formerly stated to be about 20 rods) south of the Wiswall Road leading from the site of the old electric power station to the Lee Hook, thence same course to a very large stone in the wall, marked L-D 1913 1948 about 7 rods east of the road leading from Lee to Newmarket, near the house of Helmut Haendler (formerly the John Webb place), thence same course 144 rods to a stone marked N-L-D 1913 1948 on the land of Lloyd Walker (formerly Harry Bergeron), being the corner bound between the Towns of Durham, and Lee adjoining the northerly line of the Town of Newmarket.

In witness whereof we have set our hands this.....day of....., 1969.

..... Selectmen of Lee

Received and recorded this 16th day of December 1969

Book..... Linda L. Ekdahl

Town Clerk of Durham, NH

22 The Benchmark 1974 Bound Replacement

SB398  
continued

The following description change occurred in a 1983 perambulation, resulting in the monument pictured below, as it appears today:

(now abandoned) about 5 rods southeast of the old bridge abutment where the Beech Hill Road crossed the Oyster, thence same course 196 rods to a stone post marked L-D 1913, 1948 on the south side of the Concord Turnpike (US4) so-called, about 20 rods east of the Oyster River Bridge near the residence of Sherburne Fogg, thence same course 278 rods to a spot on the south side of Mast Road (route 155A) where a stone marked L-D 1857 formerly was found, between the Oyster River Bridge and the foundation of the house that was formerly the residence of Henry Fisher; this bound was not found during 1969 perambulation. It must have been covered or removed in resurfacing the road. In 1974 a large stone marked L-D 1974 was placed at the approximate location of the missing stone referred to above. Thence same course 168 rods to a stone marked L-D 1864, 1878, 1913, 1948 on the north side of the Packers Falls Road so-called on the land of Norman Morgan (formerly owned by Henry Fisher) just west of a newly built house (Clyde Fogg); thence the same course 168 rods to a stone marked L-D 1913-1948 about one rod south of the Wednesday Hill Road so-called about

N. E. JENKINS set  
this stone with  
Lloyd STEVENS (Lee  
TRAB Agent). The  
base of original  
stone was visible,  
& we dug it out &  
re-surveyed it &  
tied it to the corner  
foundation of the  
old "MANSION".  
The corner of mansion  
was corner-facing  
the road (Northwest,  
Early 1800s (1804?)  
called it "LASKIES  
BRIDGE"



State of New Hampshire

L.S. in the year of our Lord one thousand eight, one hundred and eighteen.

***An Act to establish the South lines of Lee and Durham, and the North lines of Epping and Newmarket.***

Preamble - Whereas a Committee appointed by the Legislature of said State to examine and run the lines between the towns of Lee and Durham in the County of Strafford on one side and the towns of Epping and Newmarket in the County of Rockingham on the other side, having made report thereon, accompanied with a plan of survey made by and under the direction of said Committee, and the same having been accepted. Therefore –

Be it enacted by the Senate and House of Representatives in General Court convened, that the line between the towns of Lee and Durham in the County of Strafford on one side, and the towns of Epping and Newmarket in the County of Rockingham on the other side be and the same is hereby established a straight line from an ancient red oak tree being the South corner bounds of the town of Nottingham and the western boundary between said Lee and Epping, to a large picked rock in the South \_\_\_\_\_ of Durham and Lamperill River Bridge so called, beginning at said red oak tree, and running South eighty three degrees east, nine hundred and fifty five rods to the easterly line of Epping and the westerly line of Newmarket. Thence the same course four hundred and eighty seven rods to the westerly line of Durham. Thence the same course six hundred and ninety eight rods to the aforesaid picked rock, and all persons whose situation is hereby changed in relation to the towns in which they heretofore may have been considered inhabitants, shall do the same duties and enjoy the same privileges as the other inhabitants of the town to which they belong; subject however to the payment of all taxes legally assessed upon them or their property by any of the towns aforesaid prior to the passing of this act.

State of New Hampshire

In the House of Representatives, June 18<sup>th</sup> 1818. The foregoing Bill having had three several readings passed to be enacted. – Sent up for Concurrence

Matthew Harvey, Speaker

In Senate, June 19, 1818 – The forgoing Bill was read a third time and enacted. – Tom A. Harvey, President

Same day by the Governor approved

William Plumer

Recorded agreeably to the original

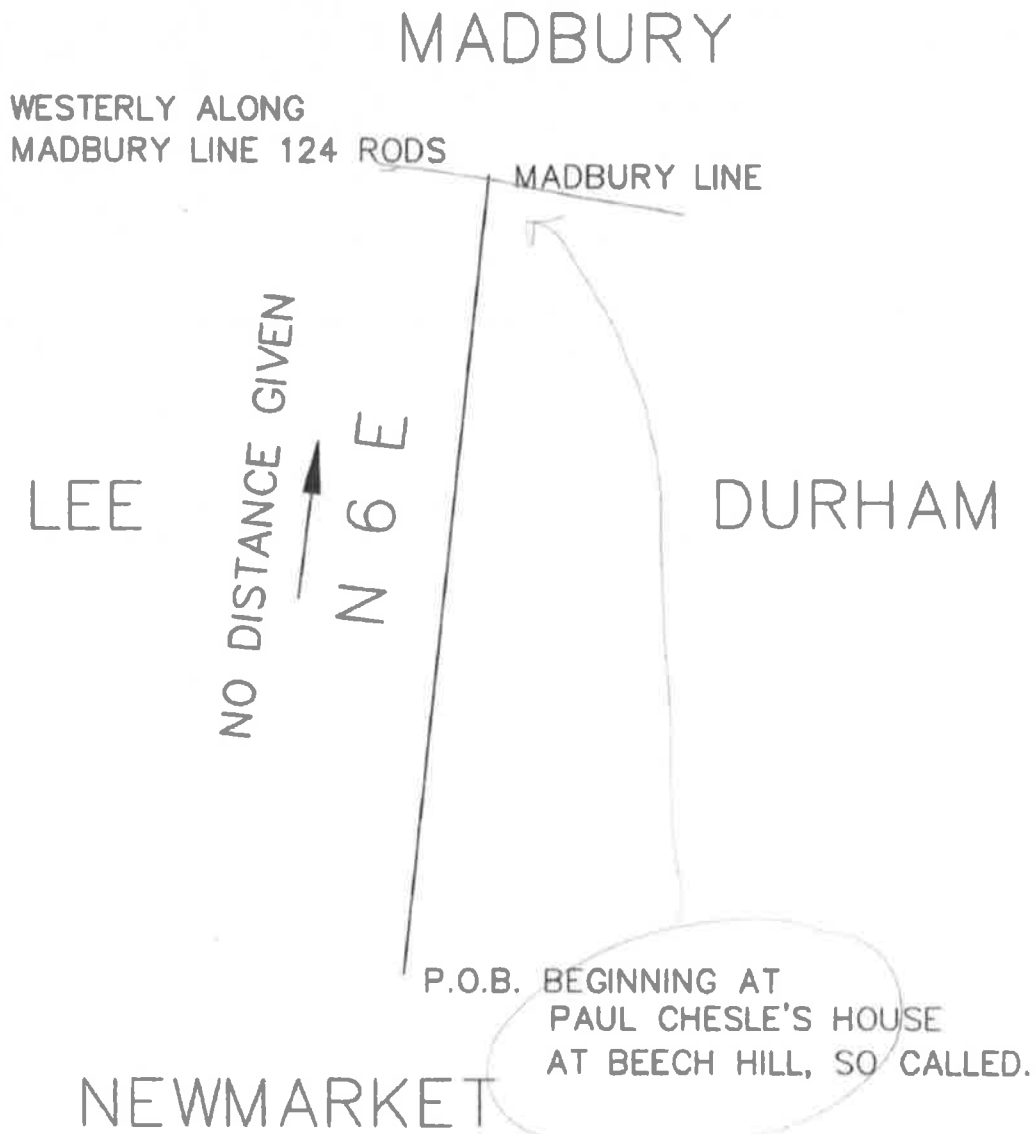
Attest \_\_\_\_\_





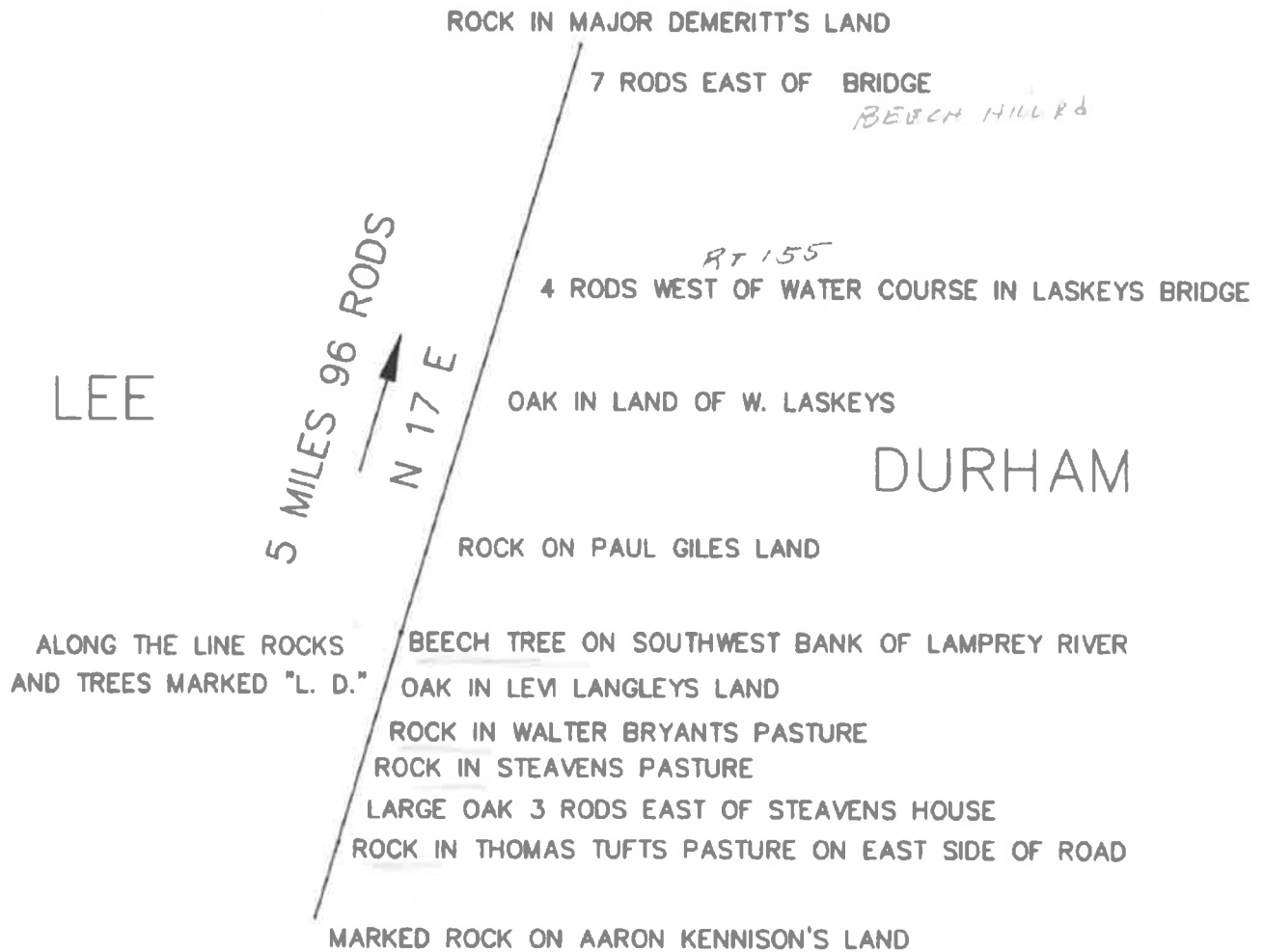
# Historical Description of Town Line

G. Miller LLS (2007)



1766 LEGISLATIVE ACT  
TO CREATE A NEW PARISH CALLED LEE

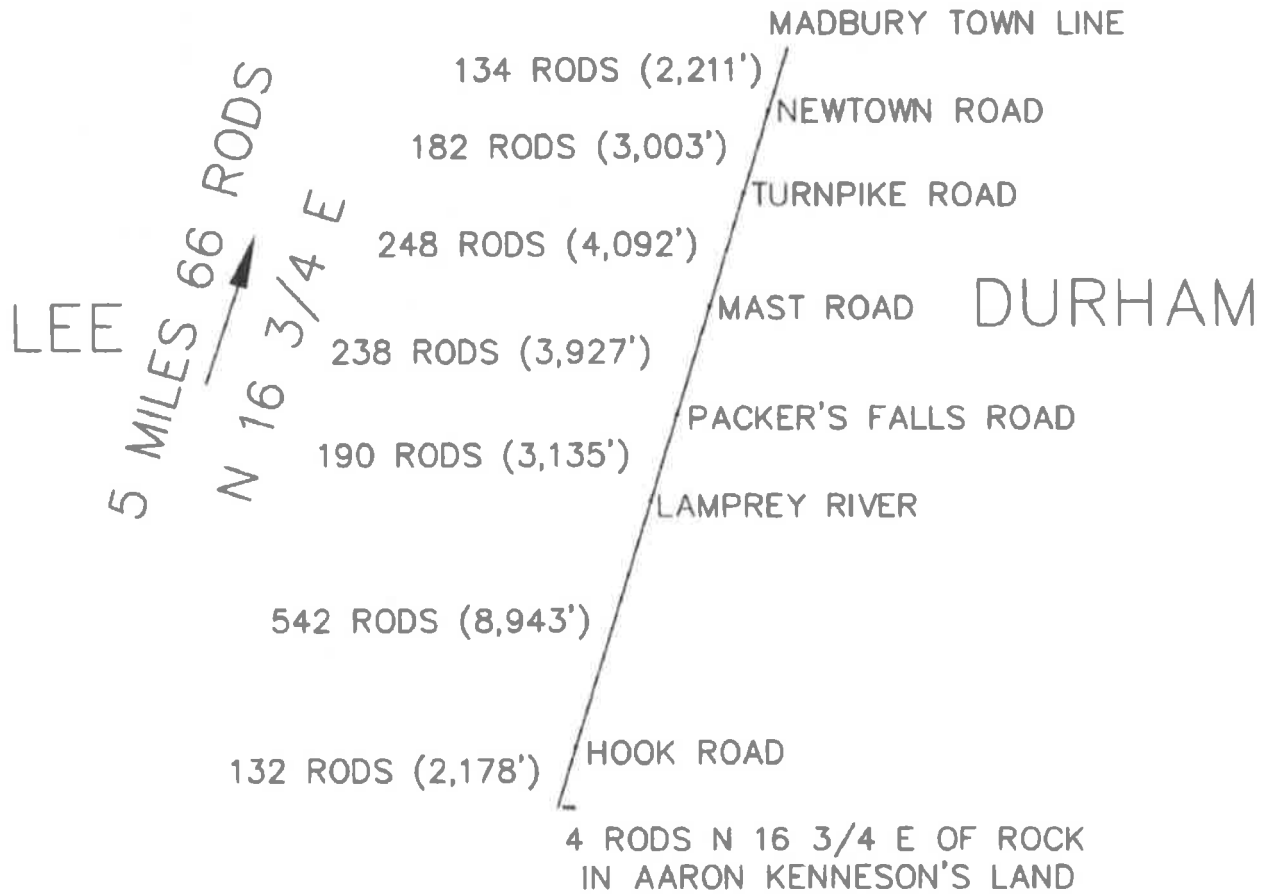
# MADBURY



# NEWMARKET

1798 FIRST TIME THE LINE  
WAS RUN AND MARKED

# MADBURY



# NEWMARKET

1805 SURVEY PER 1803 LEGISLATIVE ACT

MADBURY

STONE MARKED M. L. D. 1948 ON LAND OF NEHEMIAH SNELL  
6 RODS (99') NORTH OF THE FENCE, 1 ROD (16.5') EAST OF THE PATH

86 RODS (1,419')  
56 RODS (924')  
STONE MARKED L. D. 1913, 1948 ON SOUTH SIDE OF HIGHWAY RTE 155

196 RODS (3,234')  
STONE MARKED L. D. 1846, 1948 ON SOUTH SIDE OF BEECH HILL ROAD  
ABOUT 5 RODS (82.5') SOUTHEAST OF THE OLD BRIDGE ABUTMENT

278 RODS (4,587')  
STONE MARKED L. D. 1913, 1948 ON SOUTH SIDE OF CONCORD TURNPIKE RTE 4  
ABOUT 20 RODS (530') EAST OF THE OYSTER RIVER BRIDGE  
NEAR THE RESIDENCE OF SHERBURNE FOGG

208 RODS (3,432')  
STONE MARKED L. D. 1857 FORMERLY WAS FOUND ON THE SOUTH SIDE  
OF MAST ROAD RTE 155A. IN 1974 A LARGE STONE MARKED L- D 1974  
WAS PLACED AT THE APPROXIMATE LOCATION OF THE MISSING STONE

168 RODS (2,772')  
STONE MARKED L. D. 1864, 1878, 1913, 1948  
ON NORTH SIDE OF PACKERS FALLS ROAD

320 RODS (5,280')  
STONE MARKED L. D. 1913, 1948  
1 ROD (16.5') SOUTH OF WEDNESDAY HILL ROAD ABOUT 4' FROM THE FOUNDATION  
AND NOW BURIED IN THE LAWN OF THE HOUSE NOW OF LOUIS COTE

NO DISTANCE GIVEN  
A LEDGE OUTCROP MARKED L. D. 1913  
IN THE STONE WALL BETWEEN THE LAND OF ZYCH AND UNH  
ABOUT 550' SOUTH OF WISWALL ROAD

320 RODS (5,280')  
A LARGE STONE IN THE WALL MARKED L. D. 1913, 1948  
ABOUT 7 RODS (115.5') EAST OF THE ROAD FROM LEE TO NEWMARKET  
NEAR THE HOUSE OF HELMUT HAENDLER

STONE MARKED N. L. D. 1913, 1948 ON THE LAND OF LLOYD WALKER

NEWMARKET

PERAMBULATION RETURNS  
FOR 1969, 1976, 1983

LEE

NO DISTANCE GIVEN



DURHAM

MADBURY

LEE

N 6 E  
↑

N 17 E  
↑

N 16 3/4 E  
↑

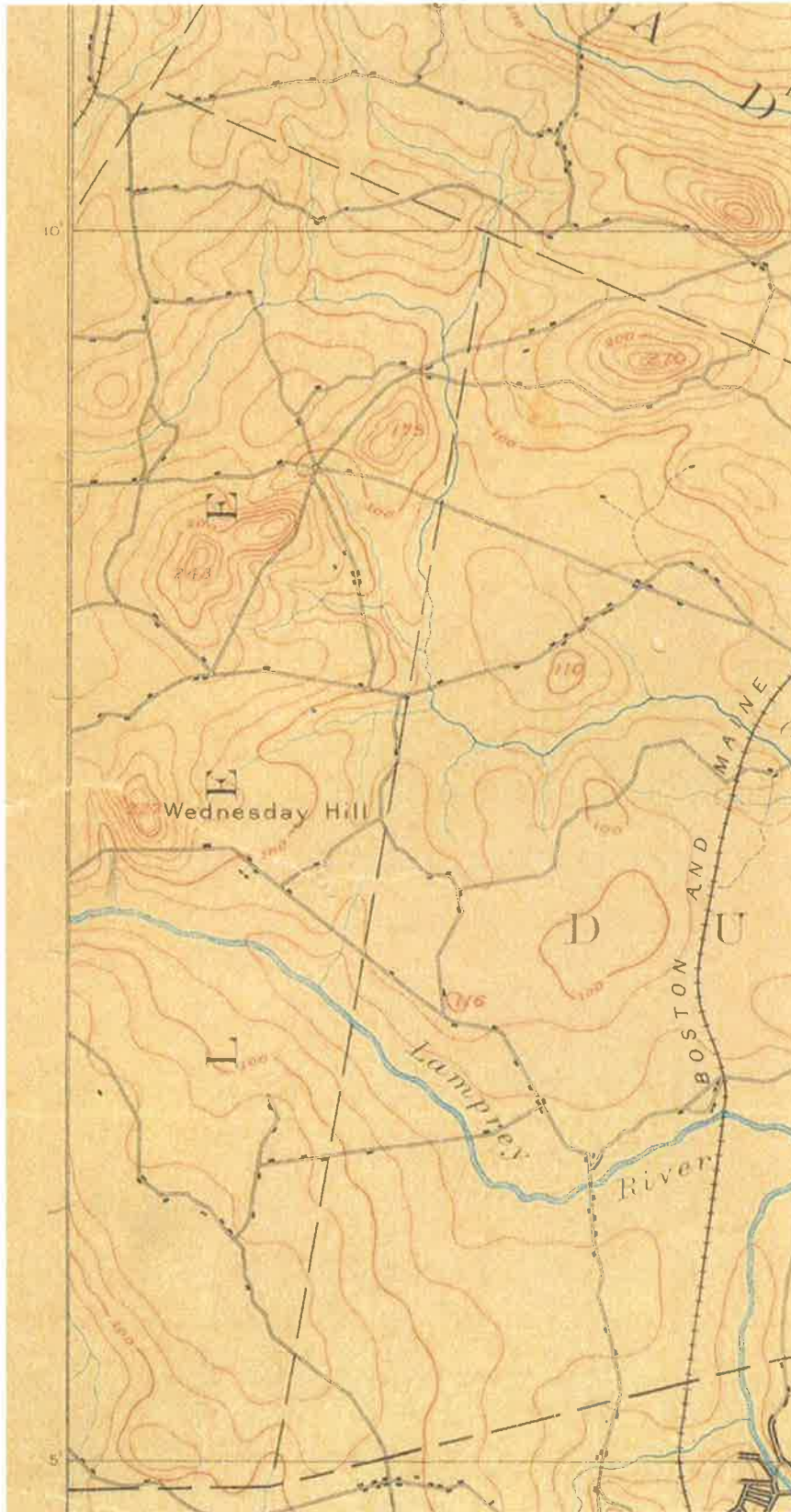
S 22 W  
↑  
(1969, 1976, 1983)

DURHAM

NE



## Portion of 1893 USGS Topographic Map



TOWN: Lee, NH  
 COUNTY: Strafford  
 OWNER: Fort Mountain Trucking co  
 OWNER: Jeffrey C Eames  
 ADDRESS: 168 Granite Street  
 ADDRESS: Allenstown, NH 03275

INTENT FILED DURING TAX YEAR: April 1, 2013 to March 31, 2014

ACCOUNT & SERIAL #: 1  
 MAP & LOT #: 09-01-0000  
 OPERATION #: 13-255-04  
 DATE OF BILLING: March 31, 2014

SPECIES	LOW MBF	HIGH MBF	CORDS LOW	CORDS HIGH	RANGE DIFFERENCE	RATING %	STUMPAGE VALUE *	# BOARD FEET IN THOUSANDS	#TONS	#CORDS
WHITE PINE	\$100.00	\$150.00			\$50.00	0.50	\$ 125.00	20.270		
HEMLOCK	\$30.00	\$45.00			\$15.00	0.50	\$ 37.50	0.000		
RED PINE	\$35.00	\$60.00			\$25.00	0.50	\$ 47.50	0.000		
SPRUCE & FIR	\$75.00	\$115.00			\$40.00	0.50	\$ 95.00	0.000		
HARD MAPLE	\$150.00	\$250.00			\$100.00	0.50	\$ 200.00	0.000		
WHITE BIRCH	\$60.00	\$80.00			\$20.00	0.50	\$ 70.00	0.000		
YELLOW BIRCH	\$100.00	\$200.00			\$100.00	0.50	\$ 150.00	0.000		
OAK	\$200.00	\$300.00			\$100.00	0.50	\$ 250.00	0.905		
ASH	\$85.00	\$130.00			\$45.00	0.50	\$ 107.50	0.000		
BEECH/SOFT MAPLE	\$50.00	\$75.00			\$25.00	0.50	\$ 62.50	0.065		
PALLET/TIE LOGS	\$25.00	\$40.00			\$15.00	0.50	\$ 32.50	3.660		
OTHERS:	\$0.00	\$0.00			\$0.00	0.00	\$ -	0.000		
OTHERS:	\$0.00	\$0.00			\$0.00	0.00	\$ -	0.000		
<b>TONS &amp; CORDS</b>	<b>TONS LOW</b>	<b>TONS HIGH</b>	<b>CORDS LOW</b>	<b>CORDS HIGH</b>	<b>TONS DIFFERENCE</b>	<b>RATING %</b>	<b>STUMPAGE VALUE TONS *</b>	<b>STUMPAGE VALUE CORDS *</b>	<b>#TONS</b>	<b>#CORDS</b>
SPRUCE & FIR	\$1.00	\$2.00	\$3.50	\$7.50	\$1.00	0.50	\$ 1.50	\$ 5.50	0.000	0.000
HARDWOOD & ASPEN	\$2.00	\$4.00	\$4.50	\$10.50	\$2.00	0.50	\$ 3.00	\$ 7.50	0.000	0.000
PINE	\$0.50	\$1.50	\$2.00	\$4.00	\$1.00	0.50	\$ 1.00	\$ 3.00	41.870	0.000
HEMLOCK	\$1.50	\$2.50	\$4.00	\$10.00	\$1.00	0.50	\$ 2.00	\$ 7.00	0.000	0.000
WHOLE TREE CHIPS	\$0.50	\$1.50	\$4.00	\$10.00	\$1.00	0.50	\$ 1.00	\$ 7.00	0.000	0.000
HIGH GRADE SPRUCE	\$20.00	\$30.00	\$0.00	\$0.00	\$10.00	0.50	\$ 25.00	\$ -	0.000	0.000
CORD WOOD/FUELWOOD	\$0.00	\$0.00	\$8.00	\$12.00	\$4.00	0.50	\$ -	\$ 10.00	0.000	32.000

\* STUMPAGE VALUE = % RATING X RANGE DIFFERENCE + LOW RANGE VALUE

**CERTIFICATION OF YIELD TAXES ASSESSED  
INTENT FILED DURING TAX YEAR: April 1, 2013 to March 31, 2014**

**TOWN / CITY OF:** Lee, NH  
**COUNTY OF:** Strafford  
**CERTIFICATION DATE:** March 31, 2014

**SEND SIGNED COPY TO:** DEPT. OF REVENUE ADMINISTRATION  
 PROPERTY APPRAISAL DIVISION  
 P.O. BOX 487  
 CONCORD, NH 03302-0487

\_\_\_\_\_  
 (Selectmen/assessor)  
 \_\_\_\_\_  
 (Selectmen/assessor)  
 \_\_\_\_\_  
 (Selectmen/assessor)  
 \_\_\_\_\_  
 (Selectmen/assessor)  
 \_\_\_\_\_  
 (Selectmen/assessor)

# 1	# 4	# 5	# 6	# 6	# 7	# 8	# 9	# 10
NAME OF OWNER	SPECIES	NUMBER OF BOARD FEET IN THOUSANDS	NUMBER OF TONS	NUMBER OF CORDS	STUMPAGE VALUE	TOTAL ASSESSED VAL.	TAX AT 10 %	
<b># 1</b> Fort Mountain Trucking co Jeffrey C Eames 188 Granite Street Allenstown, NH 03275 <b>ACCOUNT OR SERIAL #:</b> 1	WHITE PINE	20.270			\$125.00	\$2,533.75	\$253.38	
	HEMLOCK	0.000			\$37.50	\$0.00	\$0.00	TOTAL TAX
	RED PINE	0.000			\$47.50	\$0.00	\$0.00	
	SPRUCE & FIR	0.000			\$95.00	\$0.00	\$0.00	DUE ON THIS OPERATION
	HARD MAPLE	0.000			\$200.00	\$0.00	\$0.00	(TOTAL OF COL. # 9)
	WHITE BIRCH	0.000			\$70.00	\$0.00	\$0.00	
	YELLOW BIRCH	0.000			\$150.00	\$0.00	\$0.00	
	OAK	0.905			\$250.00	\$226.25	\$22.63	
	ASH	0.000			\$107.50	\$0.00	\$0.00	
	BEECH & S. MAPLE	0.065			\$62.50	\$4.06	\$0.41	
	PALLET / TIE LOGS	3.660			\$32.50	\$118.95	\$11.90	
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00	
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00	
	SPRUCE & FIR				TONS			
<b># 3</b> OPERATION NUMBER 13-255-04	SPRUCE & FIR	0.00	0.00	0.00	\$ 1.50	\$ 5.50	\$0.00	
	HARDWOOD & ASPEN	0.00	0.00	0.00	\$ 3.00	\$ 7.50	\$0.00	
	PINE	41.87	0.00	0.00	\$ 1.00	\$ 3.00	\$4.19	
	HEMLOCK	0.00	0.00	0.00	\$ 2.00	\$ 7.00	\$0.00	
	WHOLE TREE CHIPS	0.00	0.00	0.00	\$ 1.00	\$ 7.00	\$0.00	
	HIGH GRADE SPRUCE	0.00	0.00	0.00	\$ 25.00	\$ -	\$0.00	
CORDWOOD				0.00	32.00	\$ -	\$10.00	\$320.00
								\$3,244.88
								\$324.51

**ORIGINAL WARRANT  
YIELD TAX LEVY  
March 31, 2014  
THE STATE OF NEW HAMPSHIRE**

**Strafford**

TO: COLLECTORS NAME, Collector of Taxes for Town of                      Lee, NH                      , in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Yield Tax set against their name(s), amounting in all to the sum of :                      **\$324.51**                      , with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day. We further order you to pay all monies collected to the treasurer of said town, or treasurer's designee as provided in RSA 41:29, VI, at least on a weekly basis, or daily when receipts exceed \$1,500.00 or more often when directed by the Commissioner of Revenue Administration.

Given under our hands and seal at Lee, NH

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

**DATE SIGNED:                      March 31, 2014**

<b>NAME &amp; ADDRESS</b>	<b>MAP &amp; LOT</b>	<b>OPERATION #</b>	<b>YIELD TAX DUE</b>
Fort Mountain Trucking co Jeffrey C Eames 168 Grantie Street Allenstown, NH 03275	09-01-0000	13-255-04	\$324.51

**TAX DUE DATE:                      April 30, 2014                      TOTAL YIELDTAX:                      \$324.51**

TIMBER CUT FOR INTENTS FILED DURING: April 1, 2013 to March 31, 2014

## Average Stumpage Value List

Suggested for the **SOUTHERN** Region of N.H.

**October 1, 2013 to March 31, 2014**

Available at [www.nh.gov/revenue](http://www.nh.gov/revenue)

**LOW VALUE:** LARGE LOGGING COSTS, POOR ACCESSIBILITY OR LOW GRADE TIMBER

**HIGH VALUE:** SMALL LOGGING COST, GOOD ACCESSIBILITY, OR HIGH GRADE TIMBER

SAW LOGS	MBF LOW	MBF HIGH
White Pine	\$100.00	\$150.00
Hemlock	\$30.00	\$45.00
Red Pine	\$35.00	\$60.00
Spruce & Fir	\$75.00	\$115.00
Hard Maple	\$150.00	\$250.00
White Birch	\$60.00	\$80.00
Yellow Birch	\$100.00	\$200.00
Oak	\$200.00	\$300.00
Ash	\$85.00	\$130.00
Beech & Soft Maple	\$50.00	\$75.00
Pallet & Tie Logs	\$25.00	\$40.00

Stumpage values for species not listed are available from DRA @ (603) 230-5950

PULPWOOD	TONS LOW-HIGH	CORDS LOW-HIGH
Spruce & Fir	\$1.00-\$2.00	\$3.50-\$7.50
Hardwood & Aspen	\$2.00-\$4.00	\$4.50-\$10.50
Pine	\$.50-\$1.50	\$2.00-\$4.00
Hemlock	\$1.50-\$2.50	\$4.00-\$10.00
Fuel Chips	\$.50-\$1.50	
MISCELLANEOUS	TONS LOW-HIGH	CORDS LOW-HIGH
High Grade Spruce	\$20.00-\$30.00	
Cordwood		\$8.00-\$12.00

**Note:** The assessing official shall use the average stumpage value list provided by the department of Revenue Administration, taking into consideration the location of the timber, the quality of the timber, the size of the sale and other factors necessary to harvest the wood or timber that affect the value of timber being cut.

Upon a claim of over assessment , the assessing official shall consider the stumpage price paid or conduct an inspection of the property and use the above stumpage value list.

This is only an **Average** stumpage value range list. The selectman/Assessor may go above or below.

Prepared by:



Jesse Bushaw, LPF

Department of Revenue Administration

This stumpage value forecast is compiled from a survey two weeks prior to printing.

Values may change during this period.

October 1, 2013



REPORT OF WOOD OR TIMBER CUT

RSA 79:11

See instructions on back of form

Town of Lee FMT

MAR 31 REC'D

OPERATION # 13-255-04 - T

For Tax Year April 1, 2013 to March 31, 2014

Mailing Address:

FORT MOUNTAIN TRUCKING CO
JEFFREY C EAMES
168 GRANTIE ST
ALLENSTOWN NH 03275-

- 1. City/Town of: LEE
2. Tax Map/Lot # or USFS sale name/unit #: M9 L1
3. Exact Acreage of Cut: 3
4. Is the cutting complete? Yes [checked] No
5. If yes, date cutting was completed? 3/22/14
6. Name of sawmill or pulpmill logs or pulpwood was sold to:

Fort Mountain Trucking Co, Inc.

NAME
NAME
NAME
NAME

7. I hereby report the wood or timber cut under penalty of perjury. (If a corporation, an officer must sign)

SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER DATE

SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER DATE

Jeffrey C Eames 3/27/14
CORPORATE OFFICER NAME AND TITLE DATE

Jeffrey C Eames
PRINT OWNER(S) NAME

168 Granite St
MAILING ADDRESS

Allenstown NH 03275
CITY / TOWN STATE ZIP CODE

603-485-4459
TELE NO.:

8. Description of Wood or Timber Cut

Table with columns: SPECIES, EXACT SCALE CUT, USE INTERNATIONAL 1/4 RULE LOG SCALE. Rows include White Pine (20.270 MBF), Hemlock, Red Pine, Spruce & Fir, Hard Maple, White Birch, Yellow Birch, Oak (.905 MBF), Ash, Beech & Soft Maple (.065 MBF), Pallet or Tie Logs (3.660 MBF), Others (Specify) MBF. Sub-section: PULPWOOD (Spruce & Fir, Hardwood & Aspen, Pine (41.87), Hemlock, Whole Tree Chips). MISCELLANEOUS: High Grade Spruce/Fir (Tons), Cordwood & Fuelwood (32 Cords).

9. Species and Amount of Wood or Timber for Personal Use or Exempt. See exemptions on back of form.

Table with columns: Species, Amount

10. Under penalty of perjury, I (the logger/forester or person responsible for cutting) declare that I have verified that the above figures are true and correct.

Jeffrey C Eames
SIGNATURE (IN INK) OF LOGGER/FORESTER RESPONSIBLE FOR CUTTING

3/27/14
DATE:

PENALTY: Any person who fails to file a Report of Wood or Timber Cut with the proper assessing officials or fails to send copies to the Department of Revenue administration in accordance with RSA 79:11, shall be guilty of a misdemeanor.

DOOMAGE: If an owner neglects to file a report or willfully falsifies a report, the assessing officials shall assess dooimage which is two times what the tax would have been if the report has been properly filed. Refer to RSA 79:12 for the complete statute on dooimage.

MAR 3 1 REC'D

TIMBER TAX ASSESSMENT WORKSHEET

Town: Lee

Owner: Town of Lee

Oper.#: 13-255-04

Tax Year: 2013-2014

Acreage Cut: 3

Map/Lot #: M9, C1

	POOR	AVERAGE	GOOD
Quality of Timber (Height, Diameter, Defect)	0	1	2
Location of Timber (access to restrictions, distance to maintained public road and physical geography)	0	1	2
Size of Sale (Acreage of lot and Volume per acre)	0	1	2

# OATH OF OFFICE

To Scott P. Tingle of Rochester, New Hampshire in the County of Strafford

WHEREAS, there is a vacancy in the office of the Lee Police Department in said town, and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said Scott P. Tingle a Police Officer of said town; and upon your taking the oath of office, and having this appointment and a certificate of said oath of office recorded by the town clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

Given under our hands this <sup>14</sup>7th day of April 2014

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Selectmen of  
Lee

I, Scott P. Tingle, do solemnly swear (affirm) that I will faithfully and impartially discharge and perform all the duties incumbent on me as a Full-time Police Officer according to the best of my abilities, agreeably to the rules and regulations of the Constitution, the laws of the State of New Hampshire, and the ordinances of the Town of Lee, SO HELP ME GOD.

STATE OF NEW HAMPSHIRE  
STRAFFORD SS,

Personally appeared the above named Scott P. Tingle who took and subscribed the foregoing oath.

Before me,

Robin Marie Estee Date April 7, 2014  
Justice of the Peace

ROBIN MARIE ESTEE  
Justice of the Peace - New Hampshire  
My Commission Expires August 14, 2018

Received and recorded.

\_\_\_\_\_  
\_\_\_\_\_

Town Clerk

## Julie Glover

---

**From:** catalina.celentano@nu.com  
**Sent:** Tuesday, March 18, 2014 10:43 AM  
**Subject:** Fw: PSNH 2013 Temporary Pole Attachment Agreement  
**Attachments:** 2014 Pole Attachment Guidelines.pdf

Dear Municipal Officials,

PSNH recognizes that many communities are interested in highlighting their downtowns with the use of decorative banners which are often times attached to utility poles. The company is also aware of the desire to display the US Flag on national holidays and patriotic occasions. Therefore, we have developed a municipal pole attachment agreement to allow municipal customers to display banners or US flags on our utility poles.

These guidelines were established for the protection of our line workers and volunteers involved with installing the attachments as well as to maintain the safety and integrity of the poles/equipment. Banners or other attachments that cross over a traveled way or are attached pole-to-pole are not allowed. Neither are electrified pole attachments.

To keep requests at a manageable level, PSNH is granting permission to its municipal customers only. The town making the request will need to indemnify PSNH against any liabilities and must limit their request to one banner or US flag per pole.

PSNH remains concerned that many of its customers are not aware that attachments to a utility pole, without permission, are dangerous and illegal. Staples, nails and tacks used to hang signs from poles – as well as signs themselves – can cause serious damage and put line workers at risk of injury. New Hampshire law RSA 236:75 prohibits any person from making an attachment to a utility pole without prior consent from the utility (s) owning the pole. We continue to thank our municipal officials for your support in spreading this word and enforcing this law.

Keeping a safe distance from our electric lines is critical. If your community wishes to display US flags or banners on utility poles, please contact me at 603-436-7708 ext. 5628 or by email at [catalina.celentano@nu.com](mailto:catalina.celentano@nu.com). Attached you will find a copy of the Attachment Agreement and Attachment Guidelines. **Communities that displayed banners or US flags last year need to renew the agreement each year.** As always, thank you for your understanding and cooperation.

Thanks,  
Catalina

Catalina J. Celentano  
Community Relations and Economic Development  
Seacoast Region  
PSNH  
Tel (603) 436-7708 x 5555628  
Fax (603) 431-8931  
email: [celencj@psnh.com](mailto:celencj@psnh.com)

Please note my new extension number

**PUBLIC SERVICE OF NEW HAMPSHIRE POLE ATTACHMENT  
APPLICATION AND PERMISSION TO TEMPORARILY ATTACH**

In accordance with the terms and conditions of this Application and Permission to Attach, permission is hereby requested by the undersigned municipality to make one decorative attachment, description of which, including dimensions and method of attachment included with this request, to each of the utility poles listed below for the following specified holiday or event:

Events: \_\_\_\_\_

Pole Number            Street Location  
(Sketch required if more than 12 poles or more than one street is involved.)

By signing below, municipality agrees that if the requested permission is granted by PSNH, such permission is subject to, and municipality shall be fully and legally bound by, the attached terms and conditions "PSNH – TEMPORARY POLE ATTACHMENT TERMS AND CONDITIONS" and all other documents referred to therein.

\_\_\_\_\_  
(Name of Municipality)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

Permission is hereby GRANTED for temporary attachment to the poles specified on the above list, subject to the attached terms and conditions "PSNH - POLE ATTACHMENT TERMS AND CONDITIONS" and all other documents referred to therein. Attachment may begin on \_\_\_\_\_, and removal is to be completed by \_\_\_\_\_. (Not to exceed six months.)

Public Service Company of New Hampshire

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized



**PSNH – TEMPORARY POLE ATTACHMENT TERMS AND CONDITIONS**

1. The requester must complete the *PSNH Pole Attachment Application and Permission to Temporarily Attach* 30 days prior to the date of the event.
2. If the utility pole is jointly owned, the municipality must acquire permission from both owning utilities.
3. PSNH shall have no responsibility for the installation, maintenance or removal of any attachment, and shall have no responsibility to assist municipality with same.
4. This grant of permission is for the term only, shall be non-exclusive, and shall not create or vest in municipality any rights or interests in any utility pole.
5. This permission is granted by PSNH only, and does not apply to, nor is it intended in any way to serve as permission by or from any other joint owner of any utility pole, from which separate permission may need to be obtained.
6. For and in consideration of the permission granted, municipality, its employees, departments, contractors and agents, agree to indemnify, protect and hold harmless PSNH, and its officers, directors and employees, from and against any and all claims, demands, causes of action and costs, including attorneys' fees, for damages to property and injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits, which may arise out of or be caused by the installation, use and removal of any attachment to utility poles pursuant to this permission, and from and against any and all damages, cost and expenses imposed on or incurred by PSNH as a result of the presence of any attachment to utility poles pursuant to this permission, or as a result of any acts or omissions of municipality, its employees, departments, contractors and agents in the exercise of the permission granted hereunder.
7. The permission does not extend to any utility poles which are, or are determined to be, located outside of the limits of any public highway right-of-way and are on private property not owned by PSNH.
8. PSNH will be held harmless for any damage to attachments which may occur during normal maintenance, repair, or emergency utility work.
9. There are no pole attachment fees or charges; nor any payment for pre-attachment survey costs of the first 100 or fewer pole locations annually.
10. Any charges for make-ready work, if any, to accommodate Town's decorative attachments, will be payable in full in advance.

11. **Decorations** must be of a non-conductive material such as plastic, fiberglass or wood.
12. **Decorations** must be secured with removable hardware like “ratchet strap brackets” or other devices that allow for easy removal, i.e., “quick connect pins” so mounting bracket can be left in a permanent position.
13. **Attachments** shall be made with appropriately-sized lag screws, or metal banding.
14. Attachments to a utility pole must stay at least 10 feet below the lowest PSNH facilities during installation, display and removal and must not extend more than 42 inches horizontally from the pole surface.
15. The maximum allowable decoration length is five feet.
16. Paper signs, tassels, ropes, strings or additional attachments are not allowed.
17. Only one decorative pole attachment per pole will be permitted.
18. PSNH is not responsible for installation, maintenance, or removal of decorations.
19. The installation and removal should be coordinated with local public safety officials.
20. The attachment must not pose any threat to the safety of PSNH’s employees or agents of PSNH. Nor should it interfere with the performance of the company’s service obligations and cause a threat to the physical integrity of the pole.
21. Attachments to utility poles shall be done in accordance with all appropriate laws, ordinances and regulations for proper display. Attachments shall be done in conformance with the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and the rules and regulations of the Occupational Safety and Health Act (OSHA), New Hampshire Department of Transportation (NHDOT) and any other governing authority having jurisdiction.
22. When attachments are permanently removed, all hardware shall be removed.
23. PSNH reserves the right to remove any attachments after six months and bill the municipality. PSNH will be held harmless for any damage to the attachments.
24. Pole to pole, pole to tree, or pole to building attachment is not allowed.
25. Painting of poles is not allowed.

26. Electrified decorative attachments are not allowed.
27. Attachments to poles with URD conduit piping will only be allowed when the bracket can be attached to only the wooden pole. Straps or metal bands cannot come into contact with the conduit. Puncturing or piercing the conduit is prohibited.



March 19, 2014

Ms. Laura Gund  
Lee Conservation Commission  
Lee Town Hall  
7 Mast Road  
Lee, NH 03861

Re: Barry Conservation Camp

Dear Laura,

As per our recent email discussion, enclosed please find my check number 1703 in the amount of \$100.00 payable to the Lee Conservation Commission to assist with the tuition for sending an interested and/or deserving child to Barry Conservation Camp this summer. I read about the Commission's efforts in the Lee Newsletter. I have many fond memories of summer camp; it helped shape my environmental ethic. It gives me great pleasure to assist the Commission and help to expose a child to the outdoors and nature. One small step toward eliminating nature deficit disorder. Sorry I am unable to do more at this time, it has been a long slow winter. I love winter but I must admit that spring cannot arrive soon enough at this point.

Sincerely,



Marc Jacobs

54-7001/2114

1703

**MARC E. JACOBS**  
CERTIFIED WETLAND/SOIL SCIENTIST

DATE 03/19/14

PAY TO THE ORDER OF Lee Conservation Commission \$ 100.00/100  
One hundred and 00/100 DOLLARS

**FEDERAL SAVINGS BANK**  
DOVER, NH 03820-4680

Protect and Preserve Our National Parks  
[www.npsa.org](http://www.npsa.org)

MEMO Barry Cons. Camp



Marc E. Jacobs MP

⑆ 211470018⑆ 57 343014⑆ 1703

ARCHES NATIONAL PARK

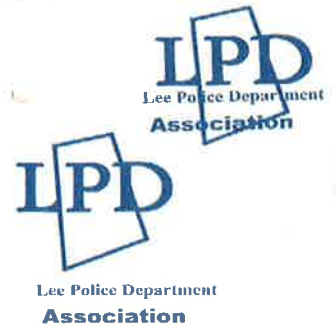
PRINTED ON RECYCLED PAPER USING VEGETABLE-BASED INK



May 3, 2014

6:00 PM Social Hour

7:00 PM Roast Pork Dinner



*Lee Fireman's & Police Associations  
Appreciation Dinner*

Please join us at the Public Safety Complex to gather and mingle with the others in Lee that make it all happen.

Elected Officials

Members of Boards, Committees & Commissions'

Volunteers

Town Employees

Invited Guests

Be sure to RSVP by April 18, 2014 to Caren Rossi as space is limited.

Call: 603-659-6783 Email: [crossi@leenh.org](mailto:crossi@leenh.org)

**THE STATE OF NEW HAMPSHIRE  
JUDICIAL BRANCH  
SUPERIOR COURT**

Strafford Superior Court  
259 County Farm Road, Suite 301  
Dover NH 03820

Telephone: 1-855-212-1234  
TTY/TDD Relay: (800) 735-2964  
<http://www.courts.state.nh.us>

**NOTICE OF DECISION**

**Robert Michael Derosier, ESQ  
Donahue Tucker & Ciandella PLLC  
PO Box 630  
Exeter NH 03833-0630**

Case Name: **Veteran Resort-Chapel Pro/Se Reprehensive [sic] Peter Macdonald v Zoning  
Board of Adjustment Lee NH**  
Case Number: **219-2013-CV-00328**

Enclosed please find a copy of the court's order of April 02, 2014 relative to:

Order on Plaintiff's Request to Reconsider Attorney's Fees

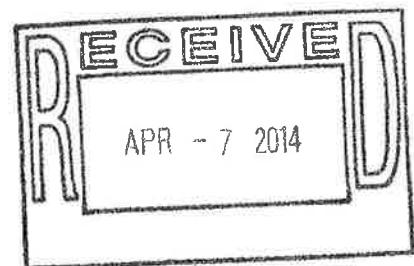
Order on Defendant's Request to Dismiss as Moot

April 04, 2014

Julie W. Howard  
Clerk of Court

(273)

C: Veteran Resort-Chapel Pro/Se Reprehensive [sic] Peter Macdonald; Justin L. Pasay, ESQ



STATE OF NEW HAMPSHIRE

STRAFFORD COUNTY

SUPERIOR COURT

Docket No. 219-2013-CV-328

Veteran Resort-Chapel

v.

Zoning Board of Adjustment, Town of Lee, New Hampshire

ORDER ON PLAINTIFF'S MOTION TO RECONSIDER ATTORNEY'S FEES

At the April 2, 2014 hearing, the plaintiff moves the court to reconsider the court's orders concerning attorney's fees. This request is made within 10 days of issuance of the court's (Tucker, J.) March 26, 2014 attorney's fee order. The court also considers the plaintiff's Answer to Attorney Fees, filed shortly after the court's (Tucker, J.) order concerning attorney's fees.

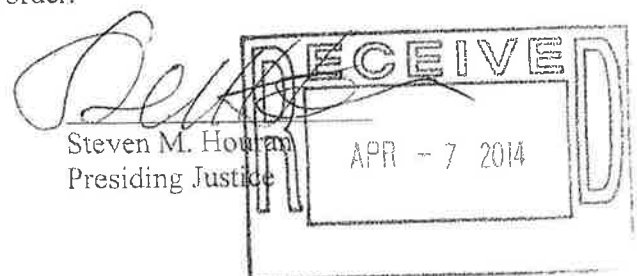
By order dated January 30, 2014, the court ordered the plaintiff to pay the defendant's reasonable attorney's fees for attending the November 22, 2013 at which the plaintiff did not appear. By order dated March 26, 2014, the court determined attorney's fees and expenses in the amount of \$769.20 to be reasonable, and ordered that the plaintiff pay the defendant in that amount.

Upon review of all the pleadings and orders concerning this issue, the court determines that, with one exception, the prior orders neither overlooked nor misapprehended any point of law or of fact. With the exception noted below, those prior orders are accordingly affirmed.

The one exception concerns the work of defendant's counsel on November 21, 2013 reviewing and preparing for the November 22, 2013 hearing. While the defendant correctly asserts that such preparation is properly chargeable to the plaintiff because the defendant should not be required to pay for the same hearing preparation work twice, one of the November 21, 2013 line items also includes review of the summary judgment motion and affidavit. That work is not sufficiently connected to preparation for the hearing to be chargeable to the plaintiff, *see e.g. Funtown USA v. Conway*, 129 N.H. 352, 356, 57 (1987). Reasonably attributing half of the time allocated to that 1.40 hour line item to trial preparation, the court revises its March 26, 2014 order to set the fee award at \$612.50 plus \$34.20 in expenses for a total of \$646.70, to be paid by the plaintiff to the defendant within 30 days of the date of the Clerk's notice of this order.

So ordered.

April 2, 2014



STATE OF NEW HAMPSHIRE

STRAFFORD COUNTY

SUPERIOR COURT

Docket No. 219-2013-CV-328

Veteran Resort-Chapel

v.

Zoning Board of Adjustment, Town of Lee, New Hampshire

ORDER ON DEFENDANT'S REQUEST TO DISMISS AS MOOT

By Memorandum of Law (court index 9) and at the hearing held on April 2, 2014, the defendant Town of Lee Zoning Board of Adjustment requests that this case be dismissed as moot.

This case arises from the Town's denial of the request of the plaintiff Veteran Resort-Chapel for a building permit. The plaintiff appealed the Town's denial to the Town's Zoning Board of Adjustment, which ultimately upheld the denial. The denial was expressly based on the plaintiff's noncompliance with requirements concerning its well and the plaintiff's lack of an approved septic system. The plaintiff appealed the denial to this court.

While this appeal was pending, the plaintiff has installed an approved water well and an approved septic system. Thus, as explained more thoroughly on the record of April 2, 2014, the basis for denial of the building permit no longer exists,<sup>1</sup> and that issue is accordingly moot.

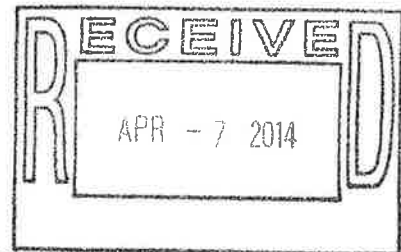
Because this zoning board appeal is now moot, it is dismissed.

So ordered.

April 2, 2014



Steven M. Houran  
Presiding Justice



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<sup>1</sup> The plaintiff has been issued a building permit, and now has a certificate of occupancy.

## Catch Basin Cleaning and Tree Work Quote Results - Lee Highway - 4/10/2014

### Catch Basin Cleaning Quotes/hour

Vendor	Price Per Hour	Extra cost	Comments
Hartigan Wastewater Services	118.75	none	Same price for three years
Eastern Pipe Service	120	none	
Bellemore Catch Basin Maint.	135	70/hr travel time	

### Tree Work Quotes

Vendor	Bucket Truck /w operator	Additional ground person	Minimum charge	Emergency Work	Stump grinding	Log truck	Brush Chipper
Orion Tree	100/hr	No Bid	200	150/hr	1.75/inch	No Bid	No Bid
Urban Tree	115-125/hr	included	2 hours	1-1/2 times	80/hr	75/hr	10-15 hr
Accu-Cut	no bid	Couldn't meet town's insurance requirements					
Paces Tree Service	no bid						
Burkes Tree Service	no bid						

Recommend going with Hartigan for Catch Basin Cleaning (usually one day's work)

Recommend Orion Tree if available or Urban Tree if not for tree work.