



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

February 28, 2024

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

REQUESTED ACTION

Authorize the Department of Safety, pursuant to RSA 4:29 and RSA 4: 15, to lease from Legacy at Laconia LLC, a New Hampshire limited liability company having an address of 955 Goffs Falls Road #5282, Manchester, New Hampshire 03108, in the amount of \$206,666.73 for the Dwinell building situated on the Lakes Region Facility campus property in Laconia together with the adjacent associated parking lots and driveways, pursuant to the terms of a Lease Agreement submitted herewith to be effective upon the final closing of the pending sale of the Lakes Region Facility campus property, for a period of up to two (2) years. **100% Agency Income**

Funding is available in account 02-23-23-236510-13950000, Department of Safety, Bureau of Emergency Communications, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	<u>FY2024</u>	<u>FY2025</u>
028-500299 DAS Approved Outside Rent	\$94,955.34	\$111,711.39

EXPLANATION

The proposed lease is part of the pending sale of the Lakes Region Facility (LRF) that is being managed by the Department of Administrative Services (DAS), and the Lease Agreement submitted herewith was negotiated between DAS and the buyer, Legacy at Laconia LLC, in accordance with the terms of the Purchase and Sale Agreement in that pending sale. The leased premises consist of the Dwinell building situated on the Lakes Region Facility campus property in Laconia and the adjacent parking lots and driveways. The Department of Safety has occupied and used a portion of the Dwinell building since 1999. Upon the final closing of the pending sale of the underlying Lakes Region Facility property, the Department of Safety will lease back the Dwinell building from the new owner for up to two (2) years while the Department constructs a replacement facility on nearby State land. The proposed Lease Agreement submitted herewith memorializes the Dwinell lease-back arrangement and will enable the Department's E911 call center on-site to remain in place after the closing of the pending sale until the replacement facility is complete and ready to be occupied by the Department.

RSA 4:29 allows the acquisition by the State of leaseholds and other interests in real property upon authorization by the Governor and Executive Council of the State of New Hampshire (G&C). RSA 4:15 requires authorization by G&C of Department expenditures such as annual rent expenses under the Lease Agreement submitted herewith. The proposed Lease Agreement provides for the reimbursement of the new owner by the Department annually in advance of the total estimated annual water/sewer expense for the entire Lakes Region Facility property and of the new owner's estimated annual property tax expense for the leased premises. Fixed estimates based on current annual costs and anticipated future cost component increases estimated by the Winnepesaukee River Basin Program (WRBP) are outlined in the Lease Agreement submitted herewith. WRBP (sewer) usage fees will be the largest component of annual rent under the Lease Agreement by far due to the massive infiltration of storm and groundwater into the aging LRF campus sewer system. The proposed Agreement

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
February 28, 2024
Page 2 of 2

also includes a "true-up" provision to adjust such negotiated annual payment amounts to accord with actual costs after the lease is terminated. The Department shall be fully responsible under the proposed lease for all operating costs and maintenance of, and all repairs to, the leased premises.

Based on the foregoing and the terms and conditions of the Lease Agreement submitted herewith, we respectfully recommend the proposed lease of the Dwinell building.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made this _____ day of _____ 2024 by and between Legacy at Laconia LLC, a New Hampshire limited liability company having a principal place of business at 955 Goffs Falls Road #5282, Manchester, New Hampshire 03108 ("Lessor" or "Landlord"), and the State of New Hampshire, by and through its Department of Safety, having an address of 33 Hazen Drive, Concord, New Hampshire 03301 ("Lessee" or "Tenant").

WHEREAS, Lessor intends to purchase the State land and buildings in Laconia, New Hampshire bordered by New Hampshire Route 106 to the east, Meredith Center Road to the northeast, Eastman Road to the northwest, and Ahern State Park to the southwest, comprising the Lakes Region Facility (formerly known as the "Laconia State School") pursuant to that certain Purchase and Sale Agreement by and between the Lessee (as seller) and Lessor (as buyer) having an effective date of December 21, 2022;

WHEREAS, the Lakes Region Facility includes an office building known as the "Dwinell Building" (the "Building") that has been partially used and occupied by Lessee's Division of Emergency Services and Communications (E911) continuously since 1999, and Lessee has made substantial investments in radio, telecommunications, computing, and data networking infrastructure and equipment within and around the Building;

WHEREAS, the Lakes Region Mutual Fire Aid Association, a non-profit municipal corporation that provides emergency dispatch services for several member municipalities in the New Hampshire Lakes Region ("LRMFAA"), uses and occupies the remainder of the space in the Building not currently occupied by Lessee and has also made substantial investments in the Building and in adjacent fixtures and equipment that are used in LRMFAA operations, including, without limitation, the outdoor radio antenna adjacent to the Building;

WHEREAS, Lessee desires to continue its use and occupancy of the Dwinell Building on an exclusive basis for a minimum of up to two (2) years after Lessor purchases the Lakes Region Facility from the State, including the Building, while Lessee constructs a replacement facility on another nearby State parcel, and Lessor agreed in the Purchase and Sale Agreement to lease such Building and the immediately adjacent and associated land, parking lots, driveways, and other improvements back to the Lessee for up to two years following the closing of the pending sale of the Lakes Region Facility by Lessee to Lessor, subject to possible extension as set forth herein, in order to allow Lessee sufficient time to construct and occupy said replacement facility and for Lessee and the LRMFAA to vacate the Building; and

WHEREAS, Lessee further desires to sublease to the LRMFAA the portion of the Building presently used and occupied by the LRMFAA throughout the term of this Agreement, and Lessor agrees to allow such sublease by Lessee.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, the parties agree as follows:

1. **LEASE:** Subject to the terms and conditions of this Agreement, and throughout the term hereof, Lessor hereby grants to Lessee the exclusive right to use and occupy the Building currently located at 50 Communications Drive on the Lakes Region Facility campus in Laconia, New Hampshire, together with the immediately adjacent and associated land, parking lots, driveways, walkways, landscaping, fixtures, equipment, and related improvements (the Building, together with the foregoing surrounding areas and adjacent improvements, are hereinafter the "Premises"). The Premises are shown on the building floor plan and locus map attached to and made a part of this Agreement as Attachments A and B. Lessor further grants Lessee the non-exclusive right to access the Premises directly from and to New Hampshire Route 106 with motor vehicles, trucks, and heavy equipment to be able to exercise, and to enjoy the full benefits of, the remaining rights granted hereunder. Lessee also shall have the right to further transfer and assign such non-exclusive right of access to its anticipated sublessee, LRMFAA, and to any invitees of either Lessee or LRMFAA, including members of the general public who may have a need or right to visit the Premises as a State or municipal government facility or to attend a public meeting. Such access from New Hampshire Route 106 may initially be provided over the existing Right Way Path and Communications Drive roadways, so-called, and because emergency dispatch and call center operations are currently, and will continue to be, conducted within the Building twenty-four (24) hours per day, seven (7) days per week, such access must be provided continuously and on an uninterrupted basis throughout the Term of this Agreement, throughout and during any demolition, relocation, reconstruction, replacement, or improvement of the existing roadways identified herein or any new driveway(s) to be constructed by Lessor on the Lakes Region Facility property. Provided, however, that Lessor may reasonably reroute such access from Route 106 to the Premises across the Lakes Region Facility property at any time, on a temporary or permanent basis, by providing Lessee with a map of the new access route at least forty-eight (48) hours in advance and by placing temporary signage to mark the route to the extent necessary to make it obvious to new invitees to the Premises. Any such route must be at least as wide and direct as the existing roadways referenced herein and must be able to accommodate motor vehicles, trucks towing trailers, and equipment of a similar size and weight to what the existing roadways referenced herein can accommodate.

2. **TERM:** This Agreement shall remain in effect for a period of two (2) years commencing upon the Effective Date unless sooner terminated or extended in accordance with the provisions herein.
 - a. **EFFECTIVE DATE:** This Agreement and all obligations of the parties hereunder shall commence upon the final closing date of the pending sale of the Lakes Region Facility by Lessee to Lessor.

 - b. **TERM:** The Base Term of this Agreement shall be two (2) years commencing on the Effective Date. The Base Term, combined with any extension terms, are collectively hereinafter the "Term."

- c. **OPTION FOR EARLY TERMINATION:** Notwithstanding the foregoing, Lessee may terminate this Agreement prior to the end of the Term upon providing Lessor thirty (30) days' prior written notice.
 - d. **OPTION TO EXTEND TERM:** Lessee shall have the limited right to extend the Term by up to two (2) extension terms. Each extension term shall be six (6) months in length. The first 6-month extension may be exercised in Lessee's sole discretion by providing Lessor not less than ninety (90) days' prior written notice of its intention to extend the Term hereof (so, for the avoidance of doubt, before the end of the 21st month of the initial 24-month term). As agreed in the Purchase and Sale Agreement, Lessee's right to a second 6-month extension of the Term may be exercised only with Lessor's prior approval, which approval shall not be unreasonably withheld, if Lessee needs more time to complete the construction of its new facility. The parties agree that it will not be unreasonable for Lessor to deny the second 6-month extension if Lessor determines that the continued lease would interfere with its development plans. If Lessee anticipates a need to exercise its option for a second 6-month extension of the Term, then Lessee may indicate such need by providing Lessor written notice thereof not less than ninety (90) days before the expiration of the first 6-month extension term (so, for the avoidance of doubt, before the end of the 3rd month of the first 6-month extension term).
3. **REIMBURSEMENT FOR WATER AND SEWER AND REAL PROPERTY TAX:** Lessee shall reimburse Lessor annually for the estimated annual real property tax liability accrual for the Premises and also for the estimated annual cost of providing water and sewer services to the Lakes Region Facility pursuant to the aggregate annual rates set forth in the "Payment Schedule" included below. Lessee shall make single lump sum payments to Lessor annually in advance, in the corresponding amounts shown, the first payment to be due not later than thirty (30) days following the execution of this Agreement by both parties and subsequent annual payments to be due not later than thirty (30) days following each anniversary of the Effective Date. Upon termination of this Agreement, the final annual payment due hereunder shall be adjusted pro rata in proportion with the remaining amount of the then-current Term year (as defined below) and refunded to Lessee upon vacating the Premises. Estimated annual water/sewer usage rates for the first Term year below are based on a Winnepesaukee River Basin Program (WRBP) assessment of total usage fees associated with the Lakes Region Facility for State Fiscal Year 2024 with an annual escalation rate estimated by the WRBP to be twenty percent (20%) applied to each subsequent Term year. Estimated annual property tax accrual on the Premises for the first Term year below is based on the 2023 Laconia tax rate (\$13.91 per \$1,000 of assessed value) and the 2023 estimated assessed value of the Premises with an annual escalation rate estimated to be nine percent (9%) based on changes in assessed land value over the past three (3) years (Dwinell was assessed together with Dube at an aggregate value of \$2,256,400, so given that the two buildings are comparably sized in terms of usable internal above-grade space, that Dwinell has upgraded central HVAC systems, and that Dube has no air conditioning, the portion of the aggregate building assessment attributable to Dwinell is estimated to be \$1,256,400;

furthermore, the 17.12 acres of land included in the subdivided tax parcel that includes Dwinell and Dube buildings was assessed in 2023 at \$204,300; the result is an estimated annual property tax accrual on the Premises for the first Term year of: $\$13.91(\$1,256,400 + \$204,300)/\$1,000 = \$20,318.34$). After the expiration of the Term, the parties will undertake an accounting of the actual water/sewer charges and taxes chargeable to Lessee during the Term. Following the accounting, there shall be a post-termination adjustment. If the actual charges exceeded the estimates paid by the state during the term, then Lessee shall pay the difference to Lessor. If the actual charges were less than the estimated payments made by the state during the Term, then the Lessor shall pay the difference to the Lessee.

PAYMENT SCHEDULE				
<u>Term year</u>	<u>Dates</u>	<u>Water/sewer</u>	<u>Property tax</u>	<u>Annual reimbursement</u>
1	3/13/24 – 3/12/25	\$74,637.00	\$20,318.34	\$94,955.34
2	3/13/25 – 3/12/26	\$89,564.40	\$22,146.99	\$111,711.39
3	3/13/26 – 3/12/27	\$107,477.28	\$24,140.22	<u>\$131,617.50</u>
TOTAL TERM RENT:				\$338,284.23

4. **COMPLIANCE BY TENANT AGENCY WITH LAWS AND REGULATIONS:** Lessee shall at all times during the Term observe and comply with all applicable federal, state, and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems, Americans with Disabilities Act, and solid and hazardous waste. Any violations shall be immediately reported to Lessor. Lessee shall, at its own expense, be solely responsible for any costs incurred as a result of its violation of, or its failure to observe or comply with, the aforementioned federal, state, and local laws, rules, regulations, and standards.

5. **NOTIFICATION:** No notice, consent, or other communication between the parties pursuant to this Agreement shall have any binding effect hereunder unless it is in writing. All written notices to be given pursuant to this Agreement shall be addressed as follows:
 - a. If to Lessor: Robynne Alexander, Manager, Legacy at Laconia LLC, 955 Goffs Falls Rd #5282, Manchester, NH, 03108 (with a copy to: Laura B. Dodge, Esq., McLane Middleton, Professional Association, 900 Elm Street, Manchester, NH 03105)
 - b. If to Lessee: Amy Newbury, Director of Administration (or her successor), New Hampshire Department of Safety, 33 Hazen Drive, Concord, New Hampshire 03305

6. **CONDITION OF THE PREMISES, ACCEPTANCE:** Lessee is familiar with the condition of the Premises and accepts them “as-is” in their current condition without any representation or obligation on the part of Lessor to make any alterations, repairs, or improvements.

7. UTILITIES, JANITORIAL SERVICES, RUBBISH REMOVAL, SNOW REMOVAL and GROUNDS SERVICES:
- a. Lessee shall continue to furnish at its own expense electricity, heat, telecommunications, and data services to the Premises for its own use and shall be responsible for making direct payment to the providers of all such services. Lessor agrees not to disrupt such services to the Premises by disconnecting or removing any existing utility infrastructure serving the Premises without first installing or constructing new utility infrastructure on or across the Lakes Region Facility property to provide equivalent or superior services to the Premises, in consultation and coordination with Lessee. Lessor acknowledges the critical, 24/7, round-the-clock nature of the emergency dispatch and call center operations conducted within the Building and further agrees not to take or omit any other actions that could result in an interruption to any utility service to the Premises without first providing Lessee advance notice and sufficient opportunity to take all requisite unilateral action to prevent such interruption.
 - b. Lessee shall furnish at its own expense janitorial services, rubbish removal, and recycling services for its own use of the Premises and shall be responsible for making direct payment to the providers of such services.
 - c. Lessee shall be solely responsible for providing snow shoveling and surface treatment of all pathways leading into the Premises, and shall be further responsible for all snow plowing, snow removal, and surface treatment of the parking lots and driveways serving the Premises, including all the way out to Route 106.
 - d. Lessor shall furnish water and sewer services to the Premises. Lessor shall be responsible for any necessary repair or replacement of the water and sewer infrastructure serving the Premises; provided, however, that Lessee shall reimburse Lessor for the total invoiced cost of any such work performed within ten (10) feet of the foundation of the Dwinell Building within thirty (30) days following the receipt by Lessee of such invoice.
 - e. Lessee shall provide any grounds services as needed within the Premises, which may include mowing and lawn services and maintenance of landscaping elements adjacent to the Building.
8. MAINTENANCE AND REPAIR: Lessee agrees to maintain and keep the Premises in good repair and in accordance with all applicable regulations, ordinances, or codes at its sole expense and without cost or expense to Lessor, such maintenance to include, without limitation, building systems such as the roof, HVAC and boiler, plumbing, electrical systems, lighting, emergency exit signs, fire alarm, and fire suppression systems, windows, doors, glass, etc.. Lessee shall further be responsible for all repairs due to vandalism, wear, or negligence on the part of Lessee, its officers, employees, contractors,

or invitees and shall exercise due care in protecting the Premises against any damage or destruction. In the event of any severe damage to or destruction of the Premises resulting in either a material or total loss of the Premises, Lessee may, in consultation with Lessor, decide not to repair or rebuild the Premises, in which case this Agreement shall be terminated in accordance with the early termination provisions of Section 17 of this Agreement. Except as otherwise provided in this section, all maintenance and repairs shall be subject to the general supervision and approval of Lessee. For the avoidance of doubt which may arise from the enumeration above of specific Building systems and components as examples of matters for which Lessee is expressly responsible, the parties acknowledge and agree that except as otherwise provided herein Lessee shall be responsible for the maintenance, repair, and operation of the entire Premises, and that Lessor shall have no responsibility hereunder to maintain or repair the Premises, that Lessee bears solely and entirely the risk of loss, damage, or destruction to the Premises, in whole or in part, except to the extent that Lessor, its employee, contractor, agent, representative, successor, assign, or invitee is responsible for such damage to or destruction of the Premises, whether due to negligence or otherwise.

9. **RIGHT OF ENTRY:** Lessor may enter the Premises with reasonable prior notice during the hours of 8:00 AM to 4:30 PM, Monday through Friday except State holidays, for the purpose of ensuring Lessee compliance with this Agreement. Lessor may enter the Premises at any other time as may be reasonable or necessary, in its discretion, upon twenty-four (24) hours' prior written notice to Lessee, to fulfill its obligations under this Agreement. Except in the case of an emergency or as otherwise provided in this Agreement, Lessor shall make reasonable efforts to schedule in advance a mutually agreeable time with Lessee to enter the Premises for any purpose. In the event that Lessee fails to accommodate or respond to a Lessor request to enter the Premises within three (3) business days of said request, Lessor may enter the Premises without further notice to Lessee.

10. **IMPROVEMENTS AND CONSTRUCTION:**

- a. Except as otherwise provided in this Agreement, including section 10.c. below, all improvements to or construction on the occupied Premises shall be undertaken at the sole risk and expense of Lessee.
- b. Other than ordinary maintenance in accordance with the usual and customary standards of the craft involved, no construction on or improvements to the Premises shall be commenced without the prior written approval of Lessor, which approval shall not be unreasonably withheld. Additionally, all construction on or improvements to the Premises shall comply with all building codes and ordinances of the State of New Hampshire.
- c. Notwithstanding anything contained herein to the contrary, Lessor reserves the right to improve the Premises at the expense of Lessor.

- d. Any improvements to or construction on the Premises shall be the property of Lessor from their inception.
11. **FIXTURES AND FURNITURE:** Lessee shall be responsible for the provision of all furniture, fixtures, and equipment as Lessee may require on the Premises; all furniture and fixtures so provided shall remain the property of Lessee at the end of the Term.
12. **EVENTS OF DEFAULT; REMEDIES:**
- a. **EVENTS OF DEFAULT:** Any failure of Lessee to perform any of the covenants and conditions of this Agreement shall constitute an event of default.
 - b. **REMEDIES:** Upon the occurrence of any event of default, Lessor may:
 - i. Give Lessee a written notice specifying the event of default and requiring it to be remedied within sixty (60) days following the date of the notice or within such other reasonable time period as may be specified in the notice;
 - ii. If the event of default is not timely remedied, terminate this Agreement effective one hundred eighty (180) days after giving Lessee notice of termination;
 - iii. If the event of default is a failure to comply with section 10 above, require Lessee at its sole risk and expense to restore the Premises to their condition immediately prior to the event of default, and, if Lessee shall fail to do so, then Lessor shall have the right to restore the Premises, itself, at the risk and expense of Lessee; and
 - iv. Re-enter and take possession of the Premises.
 - c. **CUMULATIVE NATURE:** The remedies described in section 12.b. above are cumulative, and the selection of one such remedy by Lessor shall not be a bar to the use of any other remedy, or all other remedies, so long as notice and opportunity to cure are provided as specified in section 12.b.i. above.
13. **EXCULPATION:** Except to the extent such matter is attributable to the negligence or willful misconduct of Lessor or Lessor's agents, contractors or employees, Lessor shall not be liable to Lessee for: (i) any damage to property of Lessee, or of others, located in, on or about the Premises, (ii) the loss of or damage to any property of Lessee or of others by theft or otherwise, (iii) any injury or damage to persons or property resulting from fire, explosion, falling ceiling tiles masonry, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliance of plumbing works or from the roof, street or subsurface or from any other places or by dampness or by any other cause of whatsoever nature, (iv) any such damage caused by Lessee's subtenant or other persons in the Premises, or the public, or (v) any interruption of utilities and services. Lessor shall in no event be liable to Lessee or any other person for any consequential damages,

special or punitive damages, or for loss of business, revenue, income or profits, and Lessee hereby waives any and all claims for any such damages. Notwithstanding anything to the contrary contained in this Section 14, all property of Lessee kept or stored on the Premises, whether leased or owned by Lessee, shall be so kept or stored at the sole risk of Lessee. Lessor or its agents shall not be liable for interference with light or other intangible rights.

14. **WAIVER:** No failure by Lessor to enforce any provisions hereof after any event of default on the part of Lessee shall be deemed a waiver of its rights with regard to that event, or any subsequent event, and no express waiver of an event of default shall be deemed a waiver of its rights to enforce each and all of the provisions herein upon any further or other default on the part of Lessee.
15. **ASSIGNMENT OR LEASE:** Lessee shall not assign or otherwise transfer any interest in this Agreement to any other agency of the State of New Hampshire, and except as otherwise provided herein Lessee shall not grant any lease or license relating to any portion of the Premises to a third party, without the prior written consent of Lessor. Lessor hereby consents to the proposed sublease by Lessee to LRMFAA of that portion of the Premises currently occupied and used by LRMFAA.
16. **AMENDMENT:** This Agreement may be amended only by an instrument in writing signed by the parties hereto upon approval by the Governor and Executive Council of the State of New Hampshire.
17. **SURRENDER OF PREMISES; EARLY TERMINATION BY LESSOR:** Upon the end of the Term, or any amendment or extension thereof, Lessee shall peacefully quit and deliver up the Premises to Lessor in good order and broom clean condition, reasonable wear, tear, and obsolescence excepted, and shall surrender all improvements, alterations, or additions made by Lessee which cannot be removed without causing damage to the Premises. Lessee shall further remove all of its furnishings and personal property, failing which such property shall become property of Lessor without compensation therefore or be removed for disposal at the sole expense of Lessee.
18. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement, which may be executed in a number of counterparts, each of which shall have been deemed an original, but all of which shall together constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire and shall bind upon and inure to the benefit of the parties and their respective successor agencies. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
19. **TRIPLE NET LEASE:** The lease granted in this Agreement shall be treated as a triple net lease to the extent that Lessee shall be solely responsible for any and all utilities, property and casualty insurance, and real property taxes pertaining to the Premises; provided, however, that Lessor acknowledges and accepts that Lessee self-insures, and that Lessee is statutorily exempt from liability for real property tax. Lessee shall be obliged to

reimburse Lessor for that portion of Lessor's real property tax liability that is attributable to the Premises upon receiving a copy of Lessor's real property tax bill for the Lakes Region Facility property that expressly breaks out Lessor's property tax liability for the Premises. See also Section 3 of this Agreement, which addresses the subject of real property taxes in greater detail. In the event of any conflict or ambiguity between this Section and Section 3, the provisions of Section 3 shall govern.

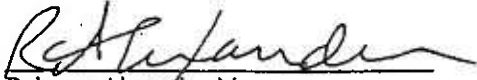
19. **ENTIRE AGREEMENT:** This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
20. **BANKRUPTCY AND INSOLVENCY:** If the Lessor's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Lessor, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Lessor shall receive actual notice thereof, or if Lessor shall be adjudicated a bankrupt, or if Lessor shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Lessee may terminate this lease by giving written notice thereof to the Lessor.
21. **CONDITIONAL OBLIGATION OF THE STATE:** Notwithstanding any provisions of this Agreement to the contrary, it is hereby expressly understood and agreed by the Lessor that all obligations of the Lessee hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Lessee be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Lessee shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement in whole or in part immediately upon giving the Lessor notice of such termination. The Lessee shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Lessor that in the event the State of New Hampshire makes available State-owned facilities for the housing of the Lessee the Lessee may, at its option, serve thirty (30) days written notice to the Lessor of its intention to cancel this Agreement in whole or in part. Whenever the Lessee decides to cancel this Agreement in whole or in part under this Section the Lessee shall vacate all or part of the Premises within a thirty (30) day period. With regard to any portion of the Premises so vacated, this Agreement shall henceforth be canceled and void, and with regard to the remainder of the Premises still occupied by Lessee this Agreement shall remain in effect, with a pro rata abatement of the rent by the parties hereto in proportion to the area of the Building so vacated as a percentage of the total gross building area of the Building.
22. **NO WAIVER OF SOVEREIGN IMMUNITY:** No provision of this Agreement is intended to be, nor shall it be, interpreted by either party to be a waiver of the sovereign immunity of the Lessee.

23. This Agreement shall not become effective prior to final authorization by the Governor and Executive Council (G&C) pursuant to RSA 4:29 (acquisition of an interest in real property) and RSA 4:15 (authorization of agency expenditures). Finalization, execution, and authorization of this Agreement by G&C are conditions precedent to the closing of the pending sale of the Lakes Region Facility as set forth in the Purchase and Sale Agreement between Lessee and Lessor having an effective date of December 21, 2022 (G&C Meeting Agenda Item # 96A). This Agreement shall become effective only upon the final closing of the pending sale of the Lakes Region Facility to Lessor as set forth in section 2.a. of this Agreement.

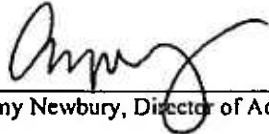
[signatures on next two pages]

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

LESSOR:
LEGACY AT LACONIA LLC

By: 
Robynne Alexander, Manager

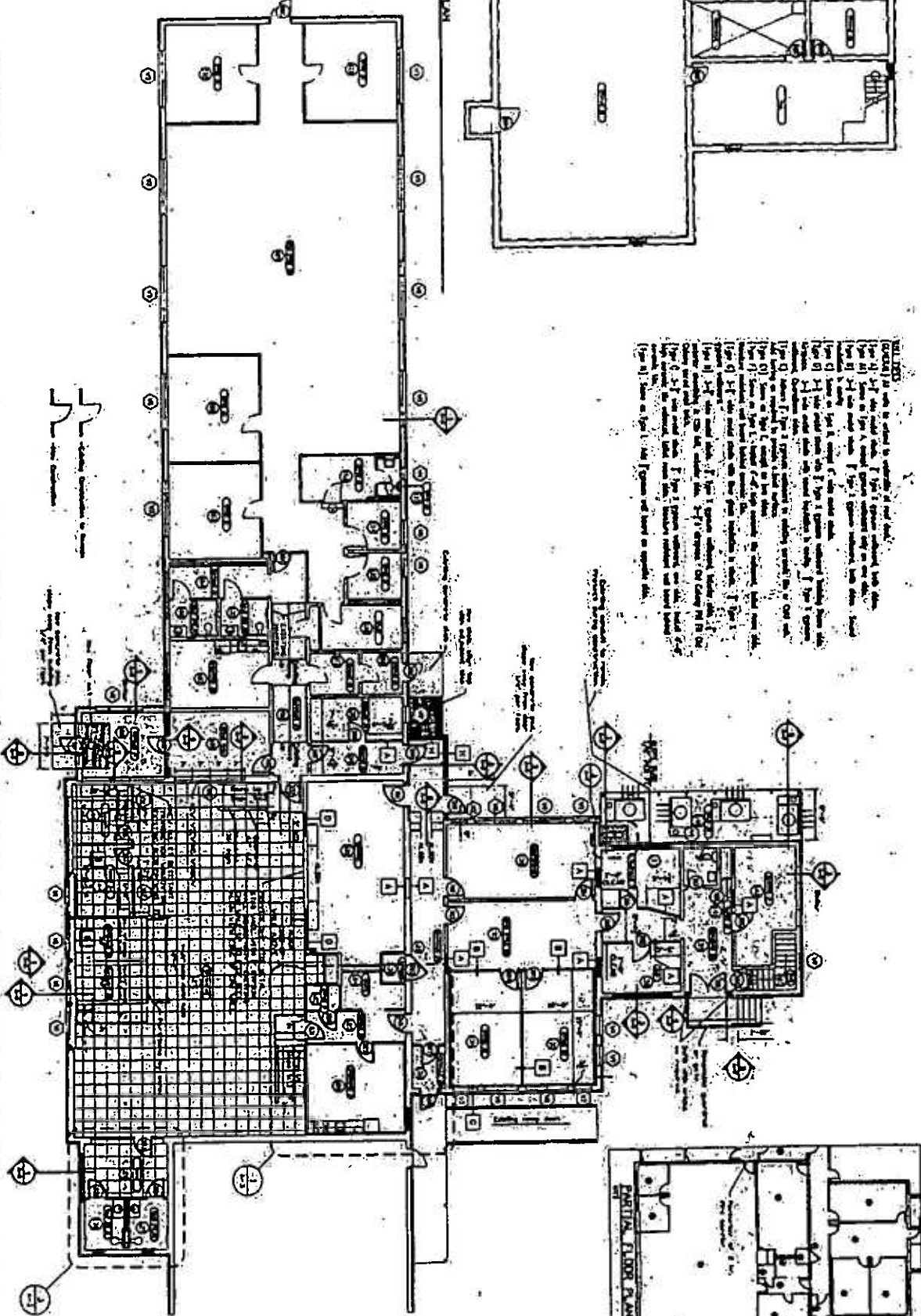
LESSEE:
STATE OF NEW HAMPSHIRE
By and through its
DEPARTMENT OF SAFETY

By: 
Amy Newbury, Director of Administration

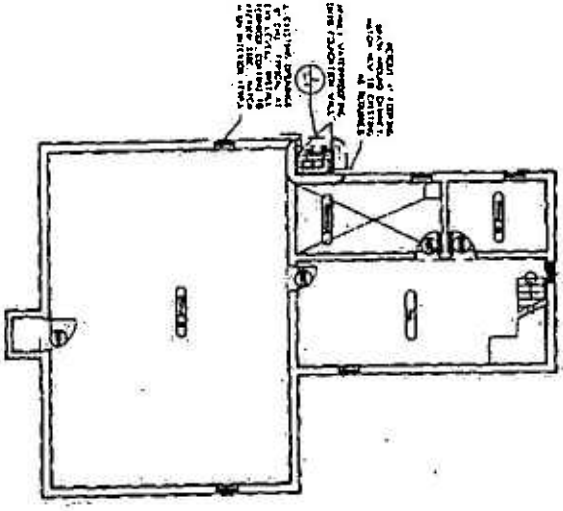
ATTACHMENT A

**Dwinell Building Partial Floor Plan
(showing area occupied by DOS)**

1 FLOOR PLAN

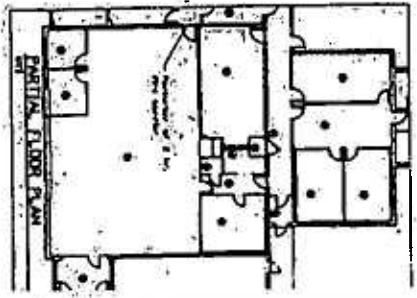


2 BASEMENT FLOOR PLAN

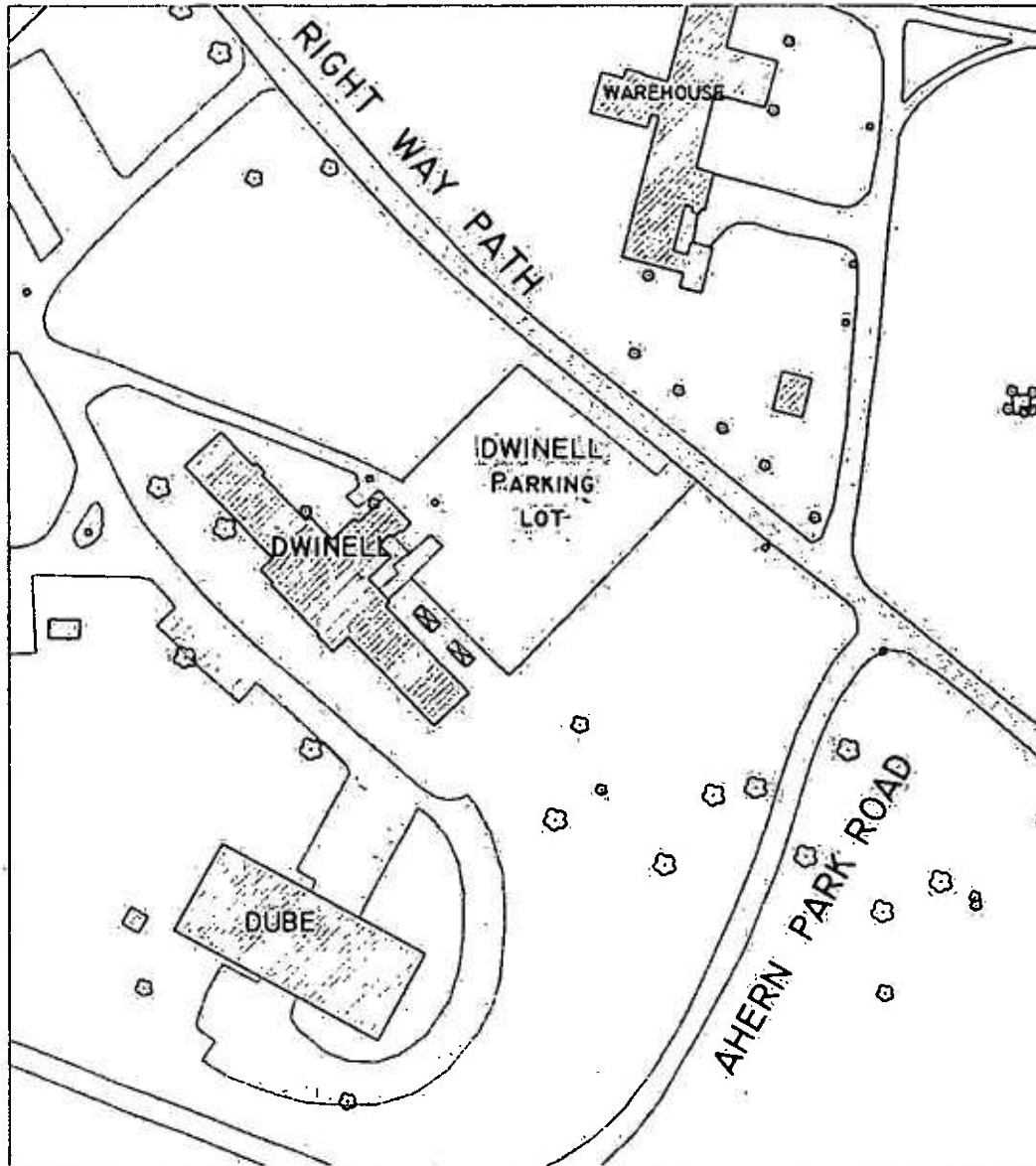


NOTES:

1. All rooms are to be finished to standard of good work.
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14. All rooms are to be finished to standard of good work.
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16. All rooms are to be finished to standard of good work.
17. All rooms are to be finished to standard of good work.
18. All rooms are to be finished to standard of good work.
19. All rooms are to be finished to standard of good work.
20. All rooms are to be finished to standard of good work.



FEDERAL BUREAU OF INVESTIGATION DEPARTMENT OF JUSTICE DIVISION OF IDENTIFICATION LABORATORY AND RESEARCH CENTER 400 ANDREWS AVENUE BETHESDA, MARYLAND 20814	
PROJECT NO. 100-100000-100000 DRAWING NO. 100-100000-100000-100000	DATE 10/10/10 SCALE 1/8" = 1'-0"
TITLE FLOOR PLAN AND BASEMENT PLAN	DRAWN BY CHECKED BY APPROVED BY



ATTACHMENT B:

LAKES REGION CAMPUS, DWINELL BUILDING
ONE RIGHT WAY PATH, LACONIA, NH 03246
SITE PLAN/ LOCUS MAP

**CONSENT OF THE MANAGER
OF
LEGACY AT LACONIA LLC**

The undersigned, being the sole Manager of Legacy at Laconia LLC, a New Hampshire limited liability company (the "Company"), acting without a meeting in accordance with the New Hampshire Revised Limited Liability Company Act, representing the requisite number of votes required to authorize the actions described in this consent ("Consent"), hereby waive any notice and other requirements for the holding of a meeting of the Member and Manager of the Company, adopts the following resolutions:

WHEREAS, the Company desires to do business with the State of New Hampshire and to authorize certain individuals to enter into contracts or agreements on behalf of the Company with the State of New Hampshire, and any of its agencies or departments; and

WHEREAS, the undersigned desires to execute this Consent in lieu of holding a meeting of the Member and Manager and agrees that the adoption of the following resolutions shall be valid and have the same force and effect as though such resolutions had been adopted at a meeting of the Member and Manager.

NOW, THEREFORE, BE IT:

RESOLVED: That the Company is hereby authorized to enter into a certain Purchase and Sale Agreement with the State of New Hampshire to purchase certain real estate known as the Lakes Region Facility campus (formerly known as the Laconia State School property), consisting generally of approximately 217 acres of land, 30 buildings and other structures situated thereon, and various campus infrastructure and other improvements thereto.

RESOLVED: That the Company is hereby authorized to negotiate, execute, deliver, and perform any and all ancillary and related documents and agreements required or contemplated by said Purchase and Sale Agreement, including, without limitation, a lease of the so-called Dwinell Building to be acquired by the Company upon the closing of the transaction set forth in the Purchase and Sale Agreement.

RESOLVED: That the following named individual (the "Authorized Individual") is duly authorized to enter into contracts or agreements on behalf of the Company with the State of New Hampshire, and any of its agencies or departments, and that said individuals are further authorized to execute any documents which may, in her judgment, be desirable or necessary



to effectuate or carry out fully the purpose and interest of the foregoing resolutions:

Robynne Alexander

RESOLVED: That any action taken by the Manager or the above mentioned Authorized Individual on or prior to the date of these resolutions in furtherance of actions contemplated by these resolutions be, and hereby are, ratified, confirmed, authorized, and approved as the act and deed of the Company.

RESOLVED: That this Consent may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

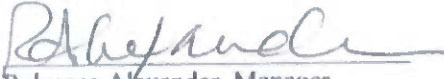
RESOLVED: That electronic or digital signatures in any form to this written consent shall be permitted and shall have the same force and effect as original, manual signatures.

RESOLVED: That this Consent shall be filed with the records of the Company, and any action set forth herein shall be treated for all purposes as an action duly taken at the meeting of the Member and Manager.

The undersigned, being the sole Manager of the Company, has executed this Consent as of the date set forth below.

LEGACY AT LACONIA LLC:

Date: 3/4/24


Robynne Alexander, Manager

STATE OF NEW HAMPSHIRE

Inter-Department Communication


DATE: February 29, 2024

FROM: Jessica A. King
Senior Assistant Attorney General

SUBJECT: Approval of Lease to State of New Hampshire and Sublease to the Lakes Region Mutual Fire Aid Association

TO: Amy Newbury, Director of Administration
NH Department of Safety

The Office of the Attorney General has reviewed the Lease between the State of New Hampshire and Legacy at Laconia LLC for rental of the premises located in the Dwinell Building at the former Laconia State School. Further, the Office of the Attorney General has reviewed the sublease between the State of New Hampshire and the Lakes Region Mutual Fire Aid Association for the same premises. The lease and sublease are approved for form and substance.


Jessica A. King

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LEGACY AT LACONIA LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 30, 2022. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 917452

Certificate Number: 0006591840



IN TESTIMONY WHEREOF, -

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of February A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State