

MLC

109



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 100
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

Sheri L. Rockburn
Assistant Commissioner
(603) 271-3204

May 4, 2022

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

REQUESTED ACTION

Authorize the Department of Administrative Services (the "Department") to partially terminate on behalf of the State of New Hampshire that certain 99-year Lease dated April 1, 2000, by and between the State and the City of Laconia, with regard to two (2) parcels of State land located in the City of Laconia; further authorize the Department, acting pursuant to RSA 10:11, to transfer on behalf of the State one of said previously leased parcels of land to the City of Laconia, said transfer to be made in exchange for: (i) the City's cooperation in partially terminating said Lease (thereby making available for unrestricted State use the other previously leased parcel), (ii) the City's abandonment and extinguishment of certain unused easements in gross encumbering the State's title to the main Lakes Region Facility (LRF) campus tract, and (iii) the City's termination and release of a certain unused license associated with the unused easements and also certain State covenants of record purporting to restrict certain capacities and activities at the former Lakes Region Correctional Facility previously located on the LRF campus.

EXPLANATION

Pursuant to 1998 N.H. Laws 223:10, the State of New Hampshire and the City of Laconia executed a certain 99-year lease agreement entitled "Lease" dated April 1, 2000 (the "Lease"). Said Lease is recorded in the Belknap County Registry of Deeds at Book 1584, Page 520. The original Leased Premises, as that term is defined in said Lease, included four (4) parcels of land located in the City of Laconia, three (3) of which are adjacent to the main LRF campus tract but were part of the lands of the former Laconia State School. The fourth parcel included within the original Leased Premises is a 5-acre field located on the main LRF campus tract, with regard to which the Lease expired by its own terms on June 23, 2003.

Pursuant to 1998 N.H. Laws 223:9, the State executed on March 20, 2000 a series of covenants purporting to benefit the City by restricting certain capacities and activities at the former Lakes Region Correctional Facility previously located on the LRF campus property. Said

covenants are recorded in the Belknap County Registry of Deeds at Book 1577, Page 818. The former Lakes Region Correctional Facility closed permanently in 2009.

In 1984, the City purchased from the State certain easements in gross on the LRF campus property that were originally intended to accommodate the construction, operation, and maintenance of a one million gallon concrete water reservoir on site, and also an associated license to construct and maintain a security fence around said contemplated water reservoir. Said easements were conveyed to the City by Quitclaim Deed of Easements of the State of New Hampshire dated June 1, 1984, recorded in the Belknap County Registry of Deeds at Book 998, Page 622. Said license was granted by a certain unrecorded agreement entitled "License" dated May 15, 1984, by and between the State and the City, a copy of which is on file with the State's Division of Archives and Records Management in the Governor and Executive Council meeting records from June 13, 1984 (Agenda Item #102). Neither the contemplated water reservoir nor any of the associated water lines or other related equipment or facilities, including the security fence, were ever constructed or installed, and the City has no present intention to utilize said easements or license now or in the future.

Since June 2021, the Department has diligently pursued the Governor's directive to market the entire LRF campus property for sale as-is, in its current condition. The LRF has been actively and directly marketed to known developers and investors since mid-March 2022, and the Department and its contracted real estate services firm have been speaking and meeting with multiple interested parties over the past several weeks. As early as the summer of 2021, it was made clear to the Department that the subdivided LRF parcel along Route 106, which includes the Dwinell building, is to be included in the property to be sold, and that it would be delivered vacant. The Department also was advised that the Laconia office of the Department of Safety Division of Emergency Services and Communications (E911) and the Lakes Region Mutual Fire Aid dispatch call center, both of which currently occupy the Dwinell building, will be relocated at the State's expense in the event of a sale of the LRF campus property. Shortly after receiving that information, the Department of Safety identified to the Department its preferred nearby site for the construction of the relocated Dwinell facilities: one of the three (3) State parcels adjacent to the main LRF campus parcel that is subject to the Lease—specifically, the 9.1-acre parcel of land located directly across Meredith Center Road to the east from the Robbie Mills Sports Complex ("Tract 2" as defined in the Lease). The City later identified another of the three (3) leased State parcels as land that it desires to own unencumbered by the use restrictions imposed under the Lease: the 10.4-acre "hayfield" parcel located across Route 106 to the southeast of the main LRF campus tract at the intersection of Route 106 and Old North Main Street ("Tract 3" as defined in the Lease).

The Department then conceived the following proposed exchange, memorialized by the proposed agreement entitled "Amendment to Lease, Release of Rights, and Transfer of Land" submitted herewith (the "Agreement"), which is intended to benefit both the State and the City in anticipation of the proposed sale and redevelopment of the LRF campus: (1) terminate the Lease only with regard to Tracts 2 and 3 (as defined in the Lease), (2) abandon and extinguish the City's easements and terminate the City's license related to the water reservoir contemplated in 1984, (3) terminate and release the State's covenants of record regarding the operation of the former Lakes Region Correctional Facility, and (4) transfer Tract 3 to the City by quitclaim deed, subject to an easement to be retained by the State for the operation, maintenance, upgrade, and replacement of the State's water booster pump station located in

the northern corner of said Tract 3 (the pump station provides municipal water to the Dwinell and Dube buildings located on the adjacent LRF campus tract directly across Route 106 to the northwest). The resulting benefits to the State include making Tract 2 available for State development and removing certain title encumbrances of record from the LRF campus tract. Of course, the benefit to the City would be unrestricted ownership of Tract 3. The Lease, as amended, would remain effective, but only with regard to the Robbie Mills Sports Complex parcel ("Tract 1" as defined in the Lease).

The City intends to seek the authorization of the City Council to enter into the proposed exchange at the City Council meeting on Monday, May 9, so the Department expects to know in advance of the next Governor and Executive Council meeting scheduled for May 18 whether the City has been authorized to complete all of the component transactions. However, due the timing of this request, the fully negotiated Agreement submitted herewith is unsigned.

Therefore, for the reasons set forth above, the Department proposes to take all appropriate and reasonable steps to complete the exchange as set forth in the proposed Agreement submitted herewith.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Lakes Region Facility

Laconia, NH

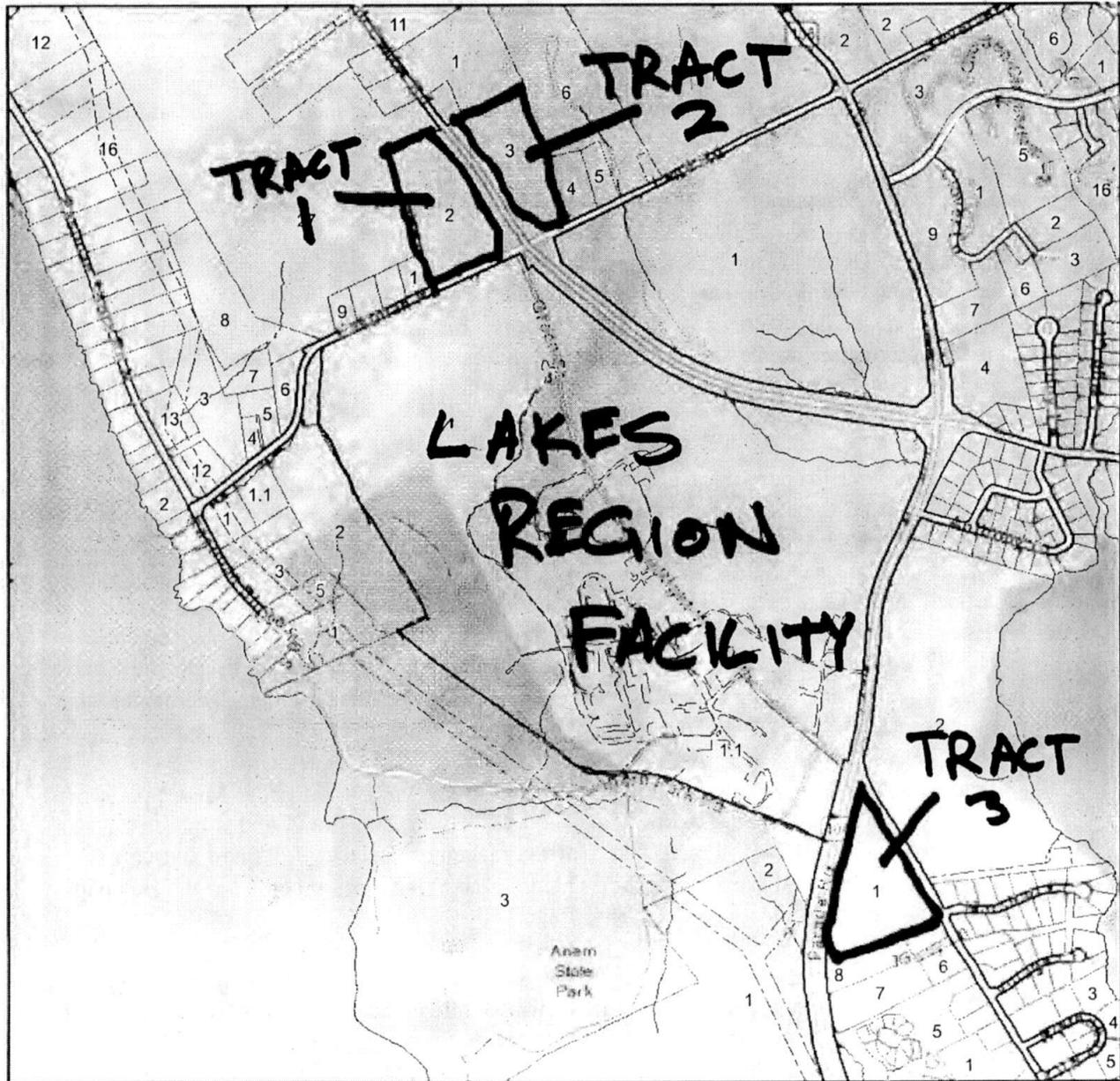


CAI Technologies
177-222-6100 • 10000 Lakes Region Blvd • Laconia, NH 03246

May 4, 2022

1 inch = 1000 Feet

www.cai-tech.com



Condo	Private Road	Private Road ROW	Property TIC	WaterLines
Common Line	Property Line	Utility	RoadNotPar	
Abandoned Public Road	Public Road	Bridge	Trail	
PWater	Right of Way	Property Hook	Wetland	

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

AMENDMENT TO LEASE, RELEASE OF RIGHTS, AND TRANSFER OF LAND

This Amendment to Lease, Release of Rights, and Transfer of Land (this "Agreement"), effective upon authorization by the Governor and Executive Council of the State of New Hampshire on _____, 2022 (Agenda Item # _____), is hereby made by and between the STATE OF NEW HAMPSHIRE, by and through its Department of Administrative Services, having an address of 25 Capitol Street, Concord, New Hampshire 03301 (hereinafter "Lessor" or the "State"), and the CITY OF LACONIA, a municipal corporation duly organized under the laws of the State of New Hampshire having an address of 45 Beacon Street East, Laconia, New Hampshire 03246 (hereinafter "Lessee").

- A. Lessor and Lessee are the sole parties to a certain 99-year lease agreement entitled "Lease" dated April 1, 2000 (the "Lease"). Said Lease is recorded in the Belknap County Registry of Deeds at Book 1584, Page 520. The original Leased Premises, as that term is defined and described in said Lease, included four (4) parcels of land located in the City of Laconia. Under Sections 4 and 5 of the Lease, Lessee may only use Tracts 1, 3, and 4, as those terms are defined in the Lease, for "recreational, open space, and athletic facilities" and may neither sublease said land nor assign its leasehold interest to another party.
- B. One of the four (4) parcels of Lessor's land originally included among the Leased Premises is no longer subject to the Lease. Pursuant to Section 2 of the Lease, the Lease expired with regard to Tract 4, as that term is defined in the Lease, on June 23, 2003. Therefore, the Leased Premises presently includes only Tract 1, Tract 2, and Tract 3 as defined in the Lease. Said Tract 4, a five-acre hay field (sometimes known as "Hank Risley Field") located entirely within the northern portion of Lessor's Lakes Region Facility campus property, adjacent to the south side of Eastman Road opposite the Robbie Mills Sports Complex, is currently licensed to the Lessee under a separate agreement that expires in June 2022. Said Tract 4 is not a stand-alone tax parcel.
- C. Tract 1, as that term is defined in the Lease, is also known as the Robbie Mills Sports Complex parcel or City of Laconia Tax Map 292, Block 285, Lot 2, and is more particularly described as "Tract 1" in Warranty Deed of Clarence J. Pitman and Guy M. Pitman to the State of New Hampshire dated October 24, 1951, recorded in the Belknap County Registry of Deeds at Book 334, Page 131.
- D. Tract 2, as that term is defined in the Lease, is also known as City of Laconia Tax Map 292, Block 153, Lot 3, and is more particularly described as "Tract 2" in Warranty Deed of Clarence J. Pitman and Guy M. Pitman to the State of New Hampshire dated October 24, 1951, recorded in the Belknap County Registry of Deeds at Book 334, Page 131.
- E. Tract 3, as that term is defined in the Lease, is also known as City of Laconia Tax Map 332, Block 404, Lot 1, and is a portion of the premises conveyed to the State of New Hampshire by Deed of John J. Mathes dated June 17, 1915, recorded in the Belknap County Registry of Deeds at Book 142, Page 428, and by Deed of Clara L. Perley, J.

Russell Perley, Lew K. Perley, and Marion P. Harriman dated July 28, 1923, recorded in the Belknap County Registry of Deeds at Book 170, Page 44.

- F. Lessee holds certain unused easements in gross on Lessor's Lakes Region Facility campus property that were originally intended to accommodate the construction, operation, and maintenance of a one million gallon concrete water reservoir on site, and Lessee also holds an associated unused license to construct and maintain a security fence around said contemplated water reservoir. The relevant easements were conveyed to the City of Laconia by Quitclaim Deed of Easements of the State of New Hampshire dated June 1, 1984, recorded in the Belknap County Registry of Deeds at Book 998, Page 622. The unrecorded fence license was granted by a certain agreement entitled "License" dated May 15, 1984, by and between the State of New Hampshire and the City of Laconia, a copy of which is on file with the State of New Hampshire Division of Archives and Records Management in the Governor and Executive Council meeting records from June 13, 1984. To the knowledge of both Lessor and Lessee, neither the previously contemplated water reservoir nor any of the associated water lines or other related equipment or facilities, including the security fence, were ever constructed or installed. Lessee has no present intention to utilize said easements or license now or in the future.
- G. Pursuant to 1998 N.H. Laws 223:9, Lessor executed on March 20, 2000 a series of covenants purporting to benefit the City of Laconia by restricting certain capacities and activities at the former Lakes Region Correctional Facility previously located on the Lakes Region Facility campus property. Said covenants are recorded in the Belknap County Registry of Deeds at Book 1577, Page 818.
- H. Presently Lessor is marketing its Lakes Region Facility campus property for sale and redevelopment, and in the context of such efforts Lessor has determined that it has a desire to develop for state government use Tract 2, as that term is defined in the Lease, and also to elicit Lessee's abandonment, release, waiver, and termination of its unused easement and license rights described hereinabove as well as Lessee's release, waiver, and termination of Lessor's covenants regarding the operation of the former Lakes Region Correctional Facility, which closed permanently in 2009. Lessee has indicated a desire to obtain fee simple ownership of Tract 3, as that term is defined in the Lease, free of the use and transfer restrictions set forth in Sections 4 and 5 of the Lease, respectively.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants exchanged herein, the parties hereby agree as follows:

1. The Lease is hereby amended to release and exclude Tract 2 and Tract 3 from the Leased Premises, and the parties further agree that the Lease is thereby terminated as of the effective date hereof with regard to Tract 2 and Tract 3. Lessee hereby releases, waives, and terminates any and all right, title, and interest in and to said Tract 2, and agrees to execute a separate instrument to that effect to be recorded in the Belknap County Registry of Deeds (a draft "Notice of Amended Lease" is attached hereto as Exhibit A). The remaining effective provisions of the Lease, so amended, shall remain valid and binding

obligations of Lessor and Lessee and are hereby ratified and affirmed. The parties acknowledge that from and after the effective date of this Agreement the Leased Premises shall consist of Tract 1 only.

2. That certain License dated May 15, 1984, by and between the parties hereto, as described hereinabove, is hereby fully revoked and terminated with no further right, obligation, or claim of either party.
3. Lessee hereby abandons, releases, waives, terminates, and extinguishes any and all easement or other real property rights obtained by Quitclaim Deed of the State of New Hampshire dated June 1, 1984, recorded in the Belknap County Registry of Deeds at Book 998, Page 622, and agrees to execute an instrument to that effect to be recorded in the Belknap County Registry of Deeds (a draft "Termination of Easements and Release of Covenants" is attached hereto as Exhibit B).
4. Lessee hereby releases, waives, terminates, and extinguishes any and all covenants regarding the operation of the former Lakes Region Correctional Facility as were expressly made by Lessor to benefit Lessee in that certain Covenant dated March 20, 2000, recorded in the Belknap County Registry of Deeds at Book 1577, Page 818, and agrees to execute an instrument to that effect to be recorded in the Belknap County Registry of Deeds (a draft "Termination of Easements and Release of Covenants" is attached hereto as Exhibit B).
5. Lessor agrees to transfer to Lessee by quitclaim deed fee simple ownership of Tract 3, as that term is defined in the Lease, subject to certain perpetual easement rights in the northerly corner of said parcel of land to be reserved and retained by Lessor as appurtenant to the main Lakes Region Facility campus parcels (a draft Quitclaim Deed is attached hereto as Exhibit C). Said easement rights shall include the operation, maintenance, repair, upgrade, and replacement of Lessor's existing water pump station, together with all associated connections and equipment, as well as the existing vehicular access thereto from Old North Main Street. The parties acknowledge that the foregoing termination of the Lease with regard to Tract 3 nullifies the use and transfer restrictions set forth in Sections 4 and 5 of the Lease, respectively, which previously applied to that parcel. Tract 3 shall be delivered to Lessee as-is.
6. Lessor and Lessee each represent and warrant that it has been duly and properly authorized to enter into and carry out all of the terms and provisions of this Agreement.
7. The instruments to be recorded pursuant to sections 1, 3, 4, and 5 above, when fully executed, shall be exchanged by the parties at the Belknap County Registry of Deeds at a mutually agreeable time not more than 30 days after the effective date hereof. The parties agree that the order in which said instruments shall be recorded in the registry of deeds is as follows:
 - a. Termination of Easements and Release of Covenants
 - b. Notice of Amended Lease

c. Quitclaim Deed

8. This Agreement shall not become effective unless and until it has been authorized by the Governor and Executive Council of the State of New Hampshire.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.
10. This Agreement memorializes all of the agreements of the parties concerning the specific matters described herein and nullifies and supersedes any prior agreement or understanding pertaining to such matters. No prior agreement or understanding between the parties regarding such matters, whether verbal or in writing, shall be effective.
11. The parties hereto do not intend to benefit any third parties hereby, and this Agreement shall not be construed to confer any such benefit.

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

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

By: _____
Charles M. Arlinghaus, Commissioner

LESSEE:
CITY OF LACONIA

By: _____
Scott Myers, City Manager

FINAL DRAFT

EXHIBIT A

Return to:
City of Laconia
45 Beacon Street East
Laconia, NH 03246

NOTICE OF AMENDED LEASE
(RSA 477:7-a)

LESSOR: State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

LESSEE: City of Laconia
45 Beacon Street East
Laconia, NH 03246

EXECUTION DATE: April 10, 2000

LEASED PREMISES:

Tract 1, as that term is defined in that certain Lease dated April 1, 2000, by and between Lessor and Lessee, recorded in the Belknap County Registry of Deeds at Book 1584, Page 520 (the "Lease" or "original Lease"), and being more particularly described as "Tract 1" in Warranty Deed of Clarence J. Pitman and Guy M. Pitman to the State of New Hampshire dated October 24, 1951, recorded in the Belknap County Registry of Deeds at Book 334, Page 131; said Tract 1 is located at the northwest corner of the intersection of Meredith Center Road and Eastman Road in Laconia and is also known as the "Robbie Mills Sports Complex" parcel or City of Laconia Tax Map 292, Block 285, Lot 2.

TERM OF LEASE: 99 years

COMMENCEMENT: April 1, 2000

PARTIAL TERMINATIONS:

Under the Lease as originally executed in 2000, the Leased Premises, as that term was defined therein, included four (4) parcels of land located in the City of Laconia, New Hampshire described and defined in said Lease as Tracts 1-4. The Lease was terminated with respect to Tract 4 by its own terms on June 23, 2003, pursuant to Section 2 of the Lease. The Lease was terminated with respect to Tracts 2 and 3 by that certain Amendment to Lease, Release of Rights, and Transfer of Land dated effective as of _____, 2022, by and between Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the dates set forth below.

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

Date: _____

By: _____
Charles M. Arlinghaus, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2022, personally appeared the above-named Charles M. Arlinghaus, known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized Commissioner of the New Hampshire Department of Administrative Services and that he executed the foregoing instrument for the purposes therein contained.

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

FINAL DRAFT

By executing this Notice of Amended Lease, Lessee hereby releases, waives, and terminates any and all right, title, and interest in and to "Tract 2," as that term is defined in the Lease, said Tract 2 being more particularly described as "Tract 2" in Warranty Deed of Clarence J. Pitman and Guy M. Pitman to the State of New Hampshire dated October 24, 1951, recorded in the Belknap County Registry of Deeds at Book 334, Page 131; said Tract 2 is also known as City of Laconia Tax Map 292, Block 153, Lot 3.

LESSEE:
CITY OF LACONIA

Date: _____

By: _____
Scott Myers, City Manager

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____, 2022, personally appeared the above-named Scott Myers, known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized City Manager of the City of Laconia and that he executed the foregoing instrument for the purposes therein contained.

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

FINAL DRAFT

Return to:

Jared Nylund, Real Property Asset Manager
NH Department of Administrative Services
25 Capitol Street, Room 102
Concord, NH 03301

TERMINATION OF EASEMENTS AND RELEASE OF COVENANTS

The **CITY OF LACONIA**, a municipal corporation duly organized under the laws of the State of New Hampshire having an address of 45 Beacon Street East, Laconia, New Hampshire 03246 (the "City"), hereby abandons, releases, waives, terminates, and extinguishes any and all easements and other real property rights or interests that were intended to accommodate the construction, operation, and maintenance of a one million gallon concrete water reservoir on land of the State of New Hampshire located along the westerly side of New Hampshire Route 106 at its intersections with Old North Main Street and Meredith Center Road in Laconia, New Hampshire, known generally as the Lakes Region Facility (formerly known as the Laconia State School and the Lakes Region Correctional Facility) campus property or City of Laconia Tax Map 318, Block 155, Lot 1 and Map 318, Block 538, Lot 1.1 (the "Premises"), said easements, rights, and interests being more particularly described as follows:

Any and all right, title, and interest in and to the Premises as the City acquired by Quitclaim Deed of Easements of the State of New Hampshire dated June 1, 1984, recorded in the Belknap County Registry of Deeds at Book 998, Page 622.

The City further hereby waives, releases, and terminates any and all covenants previously given by the State of New Hampshire for the benefit of the City regarding the operation of the former Lakes Region Correctional Facility within the Premises, said covenants being more particularly described as follows:

Any and all right, title, and interest in and to the Premises, specifically including any right to enforce any covenants or restrictions pertaining thereto, as the City acquired by Covenant of the State of New Hampshire dated March 20, 2000, recorded in the Belknap County Registry of Deeds at Book 1577, Page 818.

Meaning and intending to describe, waive, release, abandon, terminate, and/or extinguish any and all right, title, and interest in, to, and concerning the Premises that the City may have acquired by either of the two (2) instruments of record referenced above.

Dated this _____ day of _____ 2022.

CITY OF LACONIA

By: _____
Scott Myers, City Manager

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2022, personally appeared the above-named Scott Myers, known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized City Manager of the City of Laconia and that he executed the foregoing instrument for the purposes therein contained.

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

FINAL DRAFT

EXHIBIT C

RETURN TO:

City of Laconia
45 Beacon Street East
Laconia, NH 03246

Transfer Tax Exception: RSA 78-B:2, I (transfer to city)

LCHIP Surcharge Exemption: RSA 478:17-g, II(a) (transfer to city)

QUITCLAIM DEED

The **STATE OF NEW HAMPSHIRE**, acting through its Department of Administrative Services, as authorized by the Governor and Executive Council on _____, 2022 (Meeting Agenda Item # _____), with a mailing address of Department of Administrative Services, Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (the "Grantor" or "State"), for consideration paid, grants to the **CITY OF LACONIA**, a municipal corporation duly organized under the laws of the State of New Hampshire, having an address of 45 Beacon Street East, Laconia, New Hampshire 03246 (the "Grantee"), with QUITCLAIM COVENANTS, the following described property located in the City of Laconia, County of Belknap, State of New Hampshire (the "Premises"):

A certain parcel of land located at the southerly corner of the intersection of New Hampshire Route 106 (also known as Parade Road) and the northerly terminus of Old North Main Street, known as City of Laconia Tax Map 332, Block 404, Lot 1, together with any improvements situated thereon, said parcel having an area of approximately 10.4 acres, more or less, and being more particularly bounded and described as follows:

Beginning at an iron pipe on the westerly side of Old North Main Street at the northeasterly corner of "Lot 2" as shown on a certain plan entitled "Subdivision of Land West of Old North Main Street Owned by Burton Tanny" dated March 3, 1976, revised through May 24, 1977, prepared by Ronald Mitchell & Associates, Inc., recorded in the Belknap County Registry of Deeds at Plan Book 63, Pages 81 and 82 (the "Plan");

Thence South 83°9'39" West a distance of 69.10 feet to an iron pipe;

Thence South 83°39'9" West a distance of 205.76 feet to an iron pipe;

Thence South 82°23'00" West along a stone wall a distance of 460 feet, more or less, to the southwesterly corner of the Premises herein described, being the inverted corner of "Lot 4" as shown on the Plan;

Thence northerly along said Lot 4 a distance of 135 feet, more or less, to a point on the easterly side of New Hampshire Route 106 (also known as Parade Road);

Thence northerly along the easterly side of said Route 106 to the intersection of said Route 106 with the northerly terminus of Old North Main Street;

Thence southerly along the westerly side of Old North Main Street to the point of beginning.

MEANING AND INTENDING to describe and convey the same parcel of land described as "Tract 3" in that certain Lease dated April 1, 2000, by and between the State of New Hampshire and the City of Laconia, recorded in the Belknap County Registry of Deeds at Book 1584, Page 520; said Tract 3 being a portion of the premises conveyed to the State of New Hampshire by Deed of John J. Mathes dated June 17, 1915, recorded in the Belknap County Registry of Deeds at Book 142, Page 428, and by Deed of Clara L. Perley, J. Russell Perley, Lew K. Perley, and Marion P. Harriman dated July 28, 1923, recorded in the Belknap County Registry of Deeds at Book 170, Page 44.

EXCEPTING AND RESERVING for Grantor, its successors and assigns the perpetual right and easement to operate, maintain, repair, upgrade, and replace Grantor's existing water booster pump station located in the northern corner of the Premises, together with all associated pipes, water lines, connections, and equipment, said water pump station being the sole present source of water and water pressure for Grantor's adjacent land situated on the opposite side of said Route 106 from the Premises, said adjacent land of Grantor being known generally as the Lakes Region Facility campus property (also known as City of Laconia Tax Map 318, Block 155, Lot 1 and Map 318, Block 538, Lot 1.1, and formerly known as the Laconia State School and the Lakes Region Correctional Facility). Grantor further excepts and reserves for itself, its successors and assigns the perpetual right and easement to enter the northern corner of the Premises with motor vehicles, equipment, and materials in order to access said water booster pump station and all associated apparatus, for the purposes set forth herein, either over the existing driveway from Old North Main Street or directly from said Route 106. Said water booster pump station, together with all associated pipes, water lines, connections, and equipment, shall remain property of Grantor. The easements reserved and retained hereby shall run with the land.

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

The Premises are not homestead property.

Dated this _____ day of _____ 2022.

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

By: _____
Charles M. Arlinghaus, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2022, personally appeared the above-named Charles M. Arlinghaus, known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized Commissioner of the New Hampshire Department of Administrative Services and that he executed the foregoing instrument for the purposes therein contained.

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

FINAL DRAFT

Insert		
60 Benefits		88,507
Insert		
70 In-state travel		1,000
Insert		
80 Out-of-state travel		1,000
Insert		
94 Staff development		1,000
Insert		
Total		439,754
Estimated source of funds for		
Lakes region facty educ progrm		
01 Transfers from other agencies	I	439,754
Total		439,754

223:8 Adjustment of Amounts, Figures, Estimates, and Totals. The commissioner of administrative services shall adjust all amounts, figures, estimates, and totals for 1997, 350, the 1998-1999 operating budget, as made necessary by the passage of this act.

223:9 Agreement Between the State and the City of Laconia. The state of New Hampshire shall covenant and agree:

I. To restrict the number of incarcerated persons at the lakes region correctional facility to 600 residents.

II. That all lakes region correctional facility inmates shall be minimum or medium security inmates and programs at the facility shall be suitable for those types of inmates.

III. That all inmates housed at the lakes region facility shall be housed within the existing fenced-in areas.

IV. That the state will cooperate with the city of Laconia to construct buffers which may be required to reduce the visual impact of the correctional facility.

V. That these covenants shall be recorded at the Belknap county registry of deeds.

223:10 Agreement Between State of New Hampshire and City of Laconia.

I. All references to parcels and boundaries in this section are references to the map provided by the city of Laconia division of public works dated May 20, 1998.

II.(a) The state of New Hampshire agrees to lease to the city of Laconia, for a term of 99 years and for the sum of \$1, parcels 4, 5, and 6. These parcels are to be used for recreational, open space, and athletic facilities. However, parcel 5 may be utilized by the city of Laconia for construction of a fire or police facility. If such a facility is constructed on parcel 5, there shall be no charges to the state for responses from any facility built on that parcel.

(b) The state agrees to construct 2 youth-sized ball fields at no cost to the city, exclusive of any design costs necessary. The state shall provide labor for building accessory structures, such as bleachers, dugouts, and concession stands, but such labor shall be limited to labor which can be provided by inmates at the correctional facilities. The state agrees to install suitable lighting to allow night play on the 2 youth-sized ball fields and a tennis court. The state shall provide all labor and materials for this lighting project and the city shall provide electric hookup to each site and pay for operational utility costs.

III. Parcel 4-A, roughly 10 acres in size, bordered on the north by Eastman Road and the east by the access road to the lakes region correctional facility, the exact boundaries to be determined by the department of corrections, may be utilized by the city of Laconia for athletic, open space, and recreational activities for a period of 5 years from the effective date of this act at no cost to the city.

IV. The state agree
cilities at Ahern state

V. Any warehouse s
sioner of corrections m

VI. The state shall
sexual offender securit
tional facility no later

223:11 Agreement t
way enhancement fund
sides of Route 3, betwe
both sides of Routes 11
south of the intersecti

223:12 Effective D:

[Approved: June 24, 19
Effective Date: June :

AN AC

*Be it Enacted by the
convened:*

**224:1 New Paragr
Dredging Permit; B**

ing after paragraph X
XIII.(a) All boat d
property line in non-t

(b) Boat docking
line or extend at some
the landowners, factor
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(c) Notwithstan
cilities may be located
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be signed by all parti
department of environ

(d) Abutters ma
erty line. Any applicat
written agreement wh
shall be filed at the r
owner.

224:2 Effective D:

[Approved: June 24,
Effective Date: Augu

IV. The state agrees to develop and construct boat launch and restroom facilities at Ahern state park during the next construction season.

V. Any warehouse space deemed surplus to the state's needs by the commissioner of corrections may be utilized by the city at no cost.

VI. The state shall relocate the department of health and human services sexual offender security facility to an area adjacent to the lakes region correctional facility no later than December 31, 2001.

223:11 Agreement to Install Sidewalks. The state agrees to apply for highway enhancement funds in the next eligible round to install sidewalks along both sides of Route 3, between its intersection with Route 11-B and Tower Street, and both sides of Routes 11-B between its intersection with Route 3 to a point 1/2 mile south of the intersection.

223:12 Effective Date. This act shall take effect upon its passage.

[Approved: June 24, 1998]

[Effective Date: June 24, 1998]

CHAPTER 224 (HB 272)

AN ACT RELATIVE TO BOAT DOCKING FACILITIES.

Be it Enacted by the Senate and House of Representatives in General Court convened:

224:1 New Paragraph; Fill and Dredge in Wetlands; Excavating and Dredging Permit; Boat Docking Facilities. Amend RSA 482-A:3 by inserting after paragraph XII the following new paragraph:

XIII.(a) All boat docking facilities shall be at least 20 feet from an abutting property line in non-tidal waters, and at least 20 feet in tidal waters.

(b) Boat docking facilities may be perpendicular or parallel to the shoreline or extend at some other angle into a water body, depending on the needs of the landowners, factors related to safe navigation, and the difficulty of construction. However, any boat secured to such a dock shall not extend beyond the extension of the abutter's property line.

(c) Notwithstanding the provisions of subparagraph (a), boat docking facilities may be located closer than 20 feet from an abutter's property line in non-tidal waters and 20 feet in tidal waters, if the owner of the boat docking facility obtains the written consent of the abutting property owner. Such consent shall be signed by all parties, notarized and filed with the dock application with the department of environmental services.

(d) Abutters may apply for a common dock on or near their common property line. Any application for a common dock shall be accompanied by a notarized written agreement which shall be signed by all property owners. Such agreement shall be filed at the registry of deeds and attached to the deed of each property owner.

224:2 Effective Date. This act shall take effect 60 days after its passage.

[Approved: June 24, 1998]

[Effective Date: August 23, 1998]

Totals. The configurations, estimates, made necessary by

Laconia. The state lakes region correc-

all be minimum or e suitable for those

ty shall be housed

to construct buffers rectional facility. county registry of

ire and City of

ion are references works dated May

city of Laconia, for . These parcels are . However, parcel 5 re or police facility. charges to the state

ds at no cost to the ll provide labor for l concession stands. d by inmates at the ating to allow night state shall provide shall provide elec-

north by Eastman ectional facility, the orrections, may be recreational activi- t no cost to the city.

LEASE

005468

AGREEMENT made this 1st day of April, 2000 by and between the STATE OF NEW HAMPSHIRE (hereinafter referred to as "LESSOR") and the CITY OF LACONIA, a municipal corporation duly organized under the laws of the State of New Hampshire with a principal place of business and mailing address of 45 Beacon Street East, Laconia, New Hampshire 03246 (hereinafter referred to as "LESSEE").

WITNESSETH:

1. Leased Premises. Pursuant to Chapter 233:10 of the laws of 1998 and in consideration of the covenants and agreements hereinafter set forth, LESSOR hereby leases to LESSEE four certain tracts or parcels of land located in Laconia, Belknap County, New Hampshire, being shown as lots 4, 4A, 5 and 6 on a certain plan entitled "City of Laconia Proposed Amendment To HB 1100-FN" dated May 20, 1998, revised through May 26, 1999, and being more particularly bounded and described as follows:

Tract 1

Commencing at the intersection of two stone walls on the northerly side of the road leading from Lake Winnisquam to the Parade Road, and which corner is the southwest corner of the premises hereby conveyed, and running North 4° 45' West along said stone wall 944 feet to a corner in another stone wall; thence turning and running North 81° 30' East along a stone wall 410 feet to the westerly side of the Laconia-Meredith Center Road; thence turning and running about southerly along the westerly side of said Laconia-Meredith Center Road along a stone wall to the northerly side of the road leading from Lake Winnisquam to the Parade Road; thence turning and running about westerly along said Winnisquam Road 597 feet to the bound begun at; and being a tract of land of approximately 10.1 acres, and being lot 4 on the plan referenced above.

Tract 2

A certain other tract of land, with the buildings thereon, located on the easterly side of the Laconia-Meredith Center Road at the junction of said road with the road leading from Lake Winnisquam to the Parade Road, and bounded as follows: Commencing at a corner in the stone wall which marks the southwest corner of property hereinbefore conveyed, and running about northerly and a little northwesterly along a stone wall on said Laconia-Meredith Center Road a distance of 938 feet to an iron pipe; then turning and running North 17° 0' East 129 feet to an iron pipe at the end of a stone wall; thence continuing North 80° 0' East 450 feet to an iron pipe in a rock at the junction of two stone walls; thence turning and running South 45° East 968 feet along a stone wall to the end of same; thence in the same

BK 1584 PG 0520

direction to a pipe in a rock on the northerly side of the road leading from Lake Winnisquam to the Parade Road; thence turning and running about westerly along the stone wall on said road 325 feet to the bound begun at; and containing 9.1 acres, more or less. Said last mentioned tract being easterly of the first described tract and on the easterly side of said Laconia-Meredith Center Road, and being lot 5 on the plan referenced above.

Meaning and intending to lease Tract 1 and Tract 2 as described in the warranty deed dated October 24, 1951 to the LESSOR from Clarence J. Pitman and Guy M. Pitman, said deed being recorded in Book 334, Page 131 of the Belknap County Registry of Deeds.

Tract 3

Beginning at an iron pipe at the westerly side of Old North Main Street at the northeasterly corner of lot 2 shown on a plan entitled "Subdivision of Land West of Old North Main Street Owned by Burton Tanny" dated March 1976, revised 22 May 1976 and 24 May 1977, by Ronald Mitchell & Associates, Inc., recorded at the Belknap County Registry of Deeds in Plan Book 63, pages 81 and 82;

thence running South 83° 09' 39" West a distance of 69.10 feet to an iron pipe;

thence running South 83° 39' 09" West a distance of 205.76 feet to an iron pipe;

thence running South 82° 23' 00" West along a stone wall a distance of 460 feet, more or less, to the corner of lot 4 of the above referenced survey plan;

thence running in a northerly direction along lot 4 a distance of 135 feet, more or less, to the easterly boundary of the State of New Hampshire Route 106 Highway;

thence running in a northeasterly direction along the boundary of the State Highway to the westerly boundary of the City of Laconia's right of way known as Old North Main Street;

Thence running in a southerly direction along the westerly boundary of said Old North Main Street to the iron pin at the point of beginning.

The State of New Hampshire reserves all existing rights to and associated with the existing water booster pump station located at the northerly end of the property.

BK 1584 PG 0521

Being lot 6 on the first plan referenced above entitled "City of Laconia Proposed Amendment To HB 1100-FN" dated May 20, 1998, revised through May 26, 1999.

Tract 4

Beginning at a 5/8" rebar set flush to the ground at a point formed by intersecting the southerly sideline of Eastman Road (2 rod layout) with the westerly sideline of the NH Department of Transportation right of way for Meredith Center Road, said point being approximately ninety-seven feet (97') west of the center line of Green Street, so called (said point also being shown on a survey plan prepared by Steven J. Smith & Assoc., Inc., Gifford, NH entitled "Proposed Lease Areas From State of New Hampshire to City of Laconia," May 1999 (Job #99-008)); thence running six hundred feet more or less (600' ±) on a bearing of South Eight Degrees Forty-Six Minutes East (S 8° 46' E) to a 5/8" rebar set flush to the ground; thence turning and running three hundred fifty feet more or less (350' ±) on a bearing of South Eighty-One Degrees Three Minutes West (S 81° 03' W) to a 5/8" rebar set flush to the ground; thence turning and running six hundred feet more or less (600' ±) on a bearing of North Thirteen Degrees Thirty-Three Minutes West (N 13° 33' W) to a rebar set flush to the ground at the southerly sideline of Eastman Road (2 rod layout); thence turning and running four hundred feet more or less (400' ±) along Eastman Road on a bearing of North Eighty Degrees Forty-Six Minutes East (N 80° 46' E) to the point of beginning; being a tract of land of approximately five and one tenth (5.1 ±) acres and shown as lot 4A on the first plan referenced above entitled "City of Laconia Proposed Amendment To HB 1100-FN" dated May 20, 1998, revised through May 26, 1999.

2. Leased Term. As to Tracts 1, 2 and 3, this Lease shall commence on the 1st day of April, 2000 and continue for a term of 99 years, until the 31st day of March, 2099.

As to Tract 4, this lease shall commence on June 24, 1998 and expire at midnight, June 23, 2003.

3. Rent. The LESSEE shall pay the LESSOR one dollar (\$1.00) as rent for the Leased Premises during the term hereof.

4. Use. The Leased Premises shall be used for recreational, open space, and athletic facilities. However, Tract 2 may be utilized by the LESSEE for construction of a fire or police facility. If such a facility is constructed on Tract 2, there shall be no charges to the LESSOR for responses from any facility built on that parcel.

5. Subletting and Assignment. The LESSEE shall not have the right to sublease the premises or assign the Lease.

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6. **Termination.** The LESSEE, at the expiration of this Lease, will peaceably quit and deliver up the premises to the LESSOR in as good order and condition as it was at the commencement of the lease, normal wear and tear excepted.

7. **LESSOR's Covenants.** The LESSOR hereby covenants that the LESSEE may occupy the premises during the term of the Lease peaceably and free from any claims or demands of any person, except as herein provided.

8. **Right to Enter.** The LESSOR retains the right to enter the leased premises at all reasonable times, for the purpose of viewing the same.

9. **Default.** If LESSEE fails to perform or observe any of the covenants or conditions of this Lease in its part to be performed or observed, or if any legal process is issued against the LESSEE or its property whereby the premises are attempted to be occupied or taken, the LESSOR shall give the LESSEE thirty (30) days notice of default. If such default is not corrected within such period or within such additional period as the LESSOR may permit, the LESSOR may re-enter the premises and take immediate possession thereof without prejudice to any other rights or remedies which the LESSOR may have.

10. **Severability.** The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

11. **Waivers.** No waiver by the LESSOR of any provision(s) hereof shall be deemed a waiver of any other provision(s) hereof or any subsequent breach by the LESSEE of the same or any other provision(s).

12. **Binding Effect.** This Lease shall bind the parties hereto, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of New Hampshire.

13. **Corporate Authority.** The LESSOR and LESSEE represent that they each have the power and authority to enter into and perform the terms of this Lease, and that this Lease will constitute a valid and binding agreement and obligation against both parties, in accordance with its terms.

14. **Prior Statements.** This Lease contains all of the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified only in writing, signed by the parties thereto.

This lease is executed in duplicate originals, each of which shall be considered an original for all purposes.

BK 1584 PG 0523

IN WITNESS WHEREOF, the parties have caused their names to be subscribed hereto.

LESSOR:
STATE OF NEW HAMPSHIRE

John V. Mason
Witness

By: Edda Cantor
Edda Cantor
For the Department of Corrections, Duly
Authorized

Official Document

Official Document

THE STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

Personally appeared Edda Cantor, known by me or satisfactorily proven to be the person whose name is subscribed above, and acknowledged that she voluntarily executed the same on behalf of the Department of Corrections of the State of New Hampshire for the purposes therein contained.

Unofficial Document

Before me,

Date: 4-10-08

John V. Mason
Justice of the Peace/Notary Public
My Commission Expires: _____
Justice of the Peace - New Hampshire
My Commission Expires June 24, 2009



Official Document

Official Document

LESSEE:
CITY OF LACONIA

Maria M. Bradley
Witness

By: Daniel E. McKeever
Daniel E. McKeever, City Manager
Duly Authorized

Unofficial Document

Unofficial Document

BK 1584 PG 0524

THE STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

Personally appeared Daniel E. McKeever, known by me or satisfactorily proven to be the person whose name is subscribed above, and acknowledged that he voluntarily executed the same in his capacity as City Manager of the City of Laconia for the purposes therein contained.

Unofficial Document

Date: March 23, 2000

Before me,
Unofficial Document

[Signature]
Justice of the Peace/Notary Public

My Commission Expires: 9/1/02

Unofficial Document

Unofficial Document

REV. 03/23/2000

Unofficial Document

Unofficial Document

RECEIVED

2000 MAY -5 PM 1:34

Rachel M. Amador
REGISTRY OF DEEDS
BELKNAP COUNTY
Registrar

Unofficial Document

BK1584PG0525

Unofficial Document

Unofficial Document

003351

COVENANT

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, the State of New Hampshire (hereafter the State) is the owner of a correctional facility located in the City of Laconia, and known as the Lakes Region Correctional Facility; and

WHEREAS, the Senate and House of Representatives of New Hampshire, in General Court convened, has enacted Chapter 223 of the Laws of 1998, requiring the execution of certain covenants and agreements regarding said correctional facility;

NOW THEREFORE, in conformance with the aforementioned legislation, for the benefit of the City of Laconia, the State does hereby solemnly covenant and agree:

1. To restrict the number of incarcerated persons at the Lakes Region Correctional Facility to no more than 600 residents;
2. That all Lakes Region Correctional Facility inmates shall be minimum or medium security inmates, and programs at the facility shall be suitable for those types of inmates;
3. That all inmates housed at the Lakes Region Correctional Facility shall be housed within the fenced in areas existing as of June 24, 1998;
4. That the State will cooperate with the City of Laconia to construct buffers which may be required to reduce the visual impact of the correctional facility; and
5. That these covenants shall be recorded at the Registry of Deeds.

RECEIVED
 FEB 23 PM 1:40
Rachel M. Hornandi
 REGISTRY OF DEEDS
 BELKnap COUNTY
Register

Executed this 20th day of March, 2000.

Eddie Carter

 Eddie Carter, Commissioner
 N.H. Department of Corrections

STATE OF NEW HAMPSHIRE
 COUNTY OF Merrimack

Subscribed and sworn to before me this 20th day of March, 2000.

John J. [Signature]

 Justice of the Peace - Merrimack County
 My Commission Expires June 24, 2001



BN 1577PG0818



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND WELFARE
 DIVISION OF MENTAL HEALTH AND
 DEVELOPMENTAL SERVICES
LACONIA STATE SCHOOL AND TRAINING CENTER

JUN 13 1984

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SERVICES

Sylvio L. Dupuis, O.D.
 Commissioner
 Department of Health and Welfare

Ronald C. Andrews
 Director
 Division of Mental Health and
 Developmental Services

Jack E. Melton, Ph.D.
 Superintendent
 Laconia State School and
 Training Center
 Box 370
 Laconia, NH 03247
 803/524-5373

1-2

May 10, 1984

His Excellency Governor John H. Sununu
 and The Honorable Council
 State House
 Concord, New Hampshire

REQUESTED ACTION

1. In accordance with the provisions of RSA 10:4, it is requested that you authorize the Director of the Division of Mental Health and Developmental Services, to grant the City of Laconia a permanent easement and a temporary easement for the purpose of placing a new water tank on land owned by the Laconia State School and Training Center.
2. Subject to approval of the above, authorize the Laconia State School and Training Center to accept from the City of Laconia \$5700.00 and to deposit same in the General Fund.
3. Authorize the Superintendent of the Laconia State School and Training Center to grant to the City of Laconia permission to construct, reconstruct, maintain and repair a fence located in the vicinity of the water reservoir easement.

EXPLANATION

In order to maintain an adequate water supply for the City of Laconia as it grows and expands, the city has determined that an additional one million gallon tank is required. An engineering consulting firm determined the only suitable location was on a portion of Laconia State School and Training Center property at an elevation slightly below our own water tanks. This becomes a critical issue since in order to maintain equalized pressure in the city-wide system, it is essential that the new water tank be at the same elevation as the existing water tank, which is located on the other side of the city. Public Works and Highways, at our request, engaged an appraiser to determine the value of the land to be taken for the project. We have attached a copy of his recommendations for your review. The City of Laconia has paid his \$1,800.00

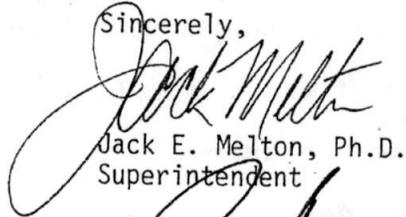
His Excellency Governor John H. Sununu
and The Honorable Council

2
May 10, 1984

fee and will pay the sum of \$5700.00 for the requested easements which will be deposited in the General Fund. The location of the water tank will in no way interfere with the operation of the Laconia State School and Training Center nor will it pose any foreseeable hazard or problem.

Your favorable consideration of this request will be greatly appreciated.

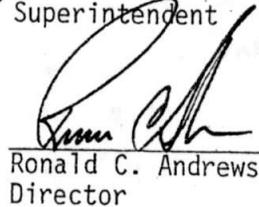
Sincerely,



Jack E. Melton, Ph.D.
Superintendent

JEM/RW/mg
attachments

cc: Ronald C. Andrews
Director



Ronald C. Andrews
Director

Approved:



Sylvio L. Dupuis, O.D.
Commissioner

LICENSE

The STATE OF NEW HAMPSHIRE, acting through the Superintendent of the Laconia State School and Training Center, grants to the CITY OF LACONIA, a municipal corporation located in Belknap County, State of New Hampshire, a LICENSE to:

A. Construct, reconstruct, repair and/or maintain a fence located southerly of the Water Reservoir Easement and westerly of the Limited Passage and Water Pipeline Easements, all easements as conveyed to the grantee by Quitclaim Deed of Easements dated August 1, 1984; and to

B. Utilize the land enclosed by said fence in connection with the activities permitted by said Quitclaim Deed of Easements.

The CITY OF LACONIA will be fully and solely liable and responsible for any injury or other claims made and will defend, indemnify and hold harmless the State, its officials and employees from and against any such injury or other claims as a result of the use of this LICENSE.

This LICENSE may be terminated at any time by the STATE upon providing the CITY OF LACONIA written notice of such termination. This LICENSE will terminate automatically, without any notice whatsoever, if the STATE conveys the land underlying the fence and enclosed area.

THE STATE OF NEW HAMPSHIRE

5/15/84
Date

[Signature]
Superintendent
Laconia State School and
Training Center

[Signature]
Director
Division of Mental Health
and Developmental Services

STATE OF NEW HAMPSHIRE
COUNTY OF Sherburne

The foregoing instrument was acknowledged before me
this 15 day of August, 1984, by
Jane M. Williams, Superintendent of the
Laconia State School and Training Center.

[Signature]
Notary Public/Justice of the Peace

Received and Accepted.

THE CITY OF LACONIA

By: [Signature]

Title: Superintendent

STATE OF NEW HAMPSHIRE
COUNTY OF Sherburne

The foregoing instrument was acknowledged before me
this 15 day of August, 1984, by
Jane M. Williams.

[Signature]
Notary Public/Justice of the Peace

QUITCLAIM DEED OF EASEMENTS

The STATE OF NEW HAMPSHIRE, for consideration paid, grants to the CITY OF LACONIA, a municipal corporation located in Belknap County, State of New Hampshire, with QUITCLAIM covenants, the following interests in land located in the City of Laconia:

A. Water Reservoir Easement:

The permanent right to construct, reconstruct, operate, maintain, repair and/or remove a one million gallon pre-stressed concrete reservoir for the storage, transmission and/or distribution of potable water only, upon the following described parcel of land:

Beginning at a granite bound set at the Northeast corner of the parcel of land described below in section C (Limited Passage Easement), as shown on a plan entitled "Plan Showing Easements Deeded From State of New Hampshire to City of Laconia", prepared by Rist-Frost Associates, P. C., dated January 20, 1984, and to be recorded in the Belknap County Registry of Deeds; thence North 86° 04' 26" East 80.05 feet to a granite bound; thence North 08° 30' 00" West 75.70 feet to a granite bound; thence curving to the left 320.04 feet along the arc of a circle having a radius of 70 feet to the beginning bound.

Containing 16,800 square feet, more or less.

B. Temporary Construction Easement:

The temporary right to use land, located adjacent to and extending beyond that parcel of land described above in section A (Water Reservoir Easement), as shown in the

above-referenced plan, for the purpose of constructing the reservoir described above in section A (Water Reservoir Easement). Said temporary construction easement to expire by operation of this instrument on December 1, 1988. Containing 50,000 square feet, more or less.

C. Limited Passage Easement:

The permanent right to pass and repass over the following described parcel of land for the limited purpose of exercising the rights granted by section A above:

Beginning at a granite bound in a stone wall located along an internal road at Laconia State School and Training Center, said road formerly known as Meredith Center Road, as shown on a plan entitled "Plan Showing Easements Deeded From State of New Hampshire to City of Laconia", prepared by Rist-Frost Associates, P. C., dated January 20, 1984, and to be recorded in the Belknap County Registry of Deeds; thence North $14^{\circ} 20' 37''$ West 40.21 feet to a granite bound in said stone wall; thence South $81^{\circ} 30' 00''$ West 296.88 feet to a granite bound; thence South $86^{\circ} 04' 26''$ West 80.05 feet to a granite bound; thence South $08^{\circ} 30' 00''$ East 46.38 feet to a granite bound; thence North $81^{\circ} 30' 00''$ East, 380.77 feet to the beginning bound.

Containing 15,400 square feet more or less.

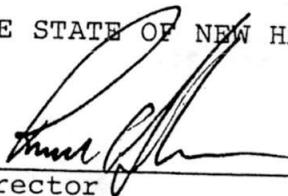
D. Water Pipeline Easement:

The permanent right to lay, relay, operate, maintain, repair and/or remove one or more pipelines, together with all reasonable and necessary appurtenances, for the transmission

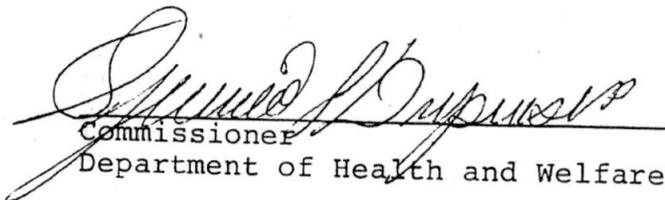
and/or distribution of potable water only, under the same parcel of land described above in section C (Limited Passage Easement).

The CITY OF LACONIA also COVENANTS that it will not lease, assign or otherwise transfer any of the rights described herein, nor will it suffer or allow another to use any of the rights described herein, nor will it suffer or allow another to in any way occupy or use any of the lands described herein.

THE STATE OF NEW HAMPSHIRE



Director
Division of Mental Health
and Developmental Services



Commissioner
Department of Health and Welfare

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 1st day of June, 1984, by Ronald C. Andrews, Director, Division of Mental Health and Developmental Services



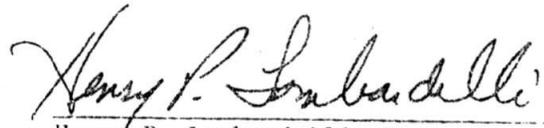
Notary Public
ELIZABETH J. MICKELBORT, Notary Public
My Commission expires Oct. 28, 1986

City
Water
Tanks

Project: #3813-H
Parcel: Water Tower - Laconia
Owner: State of New Hampshire

SUMMARY OF DAMAGES

Owner: State of New Hampshire
Estate Appraised: Fee Simple
Value of Part Taken: \$5,700
 Permanent Easements - \$5,525
 Temporary Easement \$ 175
Severance Damages: None
Total Damages: \$5,700
Date of Appraisal: July 5, 1983
Date of Inspection: July 5, 1983
Name of Person Contacted: Mr. Ramsey Willet
 Business Administrator
 Laconia State School


Henry P. Lombardelli, M.A.I.
Appraiser