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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street – Room 100  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto: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

June 6, 2024

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

## REQUESTED ACTION

**Requested Action #1:** Authorize the Department of Administrative Services (the “Department”) to **retroactively** enter into a **sole source** Facilities Operation and Maintenance Vendor Management Agreement (the “Agreement”) with the abutting Granite Place landowner, 2GRANITE PLACE LLC, (Vendor # 431383) of Concord, New Hampshire (the “Abutter”), in an amount not to exceed \$506,836.45 in order to allocate shared landowner responsibility for the operation and maintenance of certain areas and facilities subject to mutual easements on either or both parcels of land at Granite Place located off of Rumford Street in Concord (the “Property”). Upon final authorization by the Governor and Executive Council, the Agreement shall become retroactively effective as of the recent acquisition of the Granite Place South parcel by the State of New Hampshire on April 30, 2024 through April 30, 2029, with the ability to extend as needed until either of the parties divests itself of its Granite Place land parcel, **100% Agency Transfer.**

Funding is available in account titled Administrative Services, Division of Plant and Property in Fiscal Years 2025 and is anticipated to be available in FY 2026-2029, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office if needed and justified.

01-14-14-141510-21490000 Granite Place  
022-500248 – Rent to Owners – Non State

FY	Amount
2025	\$106,836.45
2026	\$100,000.00
2027	\$100,000.00
2028	\$100,000.00
2029	\$100,000.00
<b>Total</b>	<b>\$506,836.45</b>

**Requested Action #2:** Contingent upon authorization of Requested Action #1, authorize the Department to **retroactively** accept and expend an estimated \$10,961 for FY2025 as partial reimbursement for the period April 30, 2024 to June 30 2025 of certain facilities operation and maintenance costs under the Agreement. **100% Agency Income.**

The reimbursement income to the State for FY2025 shall be as follows:

01-14-14-141510-21490000 Granite Place

Class	Description	FY25 Current Authorized	Requested Action	FY25 Total Adj Authorized
001-482820-69	TRANSFERS FROM OTHER AGENCY	\$ 1,123,334		\$ 1,123,334
004-408189-68	INTRA AGENCY TRANSFERS	\$ 604,871	\$ -	\$ 604,871
009-403596-22	AGENCY INCOME - OTHER LEASES	\$ -	\$ 10,961	\$ 10,961
	<b>TOTAL REVENUE</b>	<b>\$ 1,728,205</b>	<b>\$ 10,961</b>	<b>\$ 1,739,166</b>
010 - 500100	PERSONAL SERVICES PERM CLAS	\$ 48,870	\$ -	\$ 48,870
018 - 500106	OVERTIME	\$ -	\$ -	\$ -
020 - 500200	CURRENT EXPENSES	\$ 2,403	\$ -	\$ 2,403
022 - 500248	RENTS-LEASES OTHER THAN STA	\$ 1,430,906	\$ -	\$ 1,430,906
023 - 500291	HEAT ELECTRICITY WATER	\$ 130,934	\$ 6,364	\$ 137,298
033 - 500150	LAND ACQUISITION AND EASEME	\$ -		\$ -
048 - 500226	CONTRACTUAL MAINT BUILD-GRN	\$ 26,376	\$ 4,597	\$ 30,973
050 - 500109	PERSONAL SERVICE TEMP APPOI	\$ 32,179	\$ -	\$ 32,179
060 - 500601	BENEFITS	\$ 35,451	\$ -	\$ 35,451
103 - 500664	CONTRACTS FOR OP SERVICES	\$ 21,086	\$ -	\$ 21,086
	<b>TOTALS</b>	<b>\$ 1,728,205</b>	<b>\$ 10,961</b>	<b>\$ 1,739,166</b>

**EXPLANATION**

This request is to authorize the Department to enter into a Facilities Operation and Maintenance Vendor Management Agreement with the Abutter of the Granite Place property, located at 81 North Main Street in Concord, New Hampshire, in order to efficiently allocate and simplify the fulfillment of the shared landowner responsibility of each party, for the operation and maintenance of certain common areas and facilities. The request is **retroactive** to the purchase date of the property on April 30, 2024, since at that time efforts were focused on completing the sale agreement and now that the sale has been finalized, negotiations were able to shift to the terms and conditions of this Agreement.

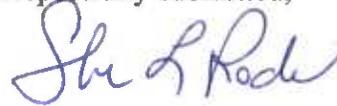
The Department recently purchased on behalf of the State of New Hampshire the Granite Place South parcel of land (approximately 6.41 acres), that portion of the office building that straddles the parcel boundary between the north and south parcels at Granite Place which is located on the Granite Place South parcel, other improvements situated on the Granite Place South parcel, and easements on certain Granite Place North parcel areas and facilities to be used by the owners and occupants of both Granite Place parcels. The easements so acquired are “mutual,” because the Department acquired the Granite Place South parcel subject to similar or nearly identical easements retained by the Abutter. Pursuant to the language of the mutual easements, the parties share equal responsibility for the operation and maintenance of all areas and facilities subject to the mutual easements regardless of which parcel they are on. While the sale agreement contemplates that the shared responsibility is in effect until such time either of the parties divests itself of

its Granite Place land parcel, this request is through June 30, 2029 for budgetary purposes and in anticipation that the State may purchase the Abutter's share of such property.

The Agreement is needed to avoid duplication or overlap of third-party operation and maintenance vendors and their efforts and to provide for the partial reimbursement of each party for the other party's equitable share of each corresponding facilities operation and maintenance cost. As such, the estimated amounts to be reimbursed under the Agreement represent a portion of what is expected to be the overall future facilities operation and maintenance budget for the Granite Place South land, building, and other facilities. As further detailed in the attached Agreement, the State is responsible to reimburse the Abutter 50% of Abutter's cost for certain maintenance and repairs primarily to the exterior property grounds (Requested Action #1), whereas the Abutter reimburses the State 3.7% for certain repair and maintenance costs incurred by the State primarily related to the shared building atrium and the south parcel (Requested Action #2).

Based on the foregoing and on the terms and conditions of the Facilities Operation and Maintenance Vendor Management Agreement submitted herewith, we respectfully recommend the authorization of the Department to enter into said Agreement.

Respectfully submitted,



FK

Charles M. Arlinghaus  
Commissioner

**FACILITIES OPERATION AND MAINTENANCE  
VENDOR MANAGEMENT AGREEMENT**

This Agreement is made this 30th day of April 2024 by and between 2GRANITE PLACE, LLC, a New Hampshire limited liability company with a mailing address of P.O. Box 1438, Concord, New Hampshire 03302-1438 ("North Owner"), and the STATE OF NEW HAMPSHIRE, by and through its Department of Administrative Services, having an address of 25 Capitol Street, Concord, New Hampshire 03301 ("South Owner" or the "State").

WITNESSETH:

WHEREAS, the North Owner and the South Owner own abutting parcels of land located off of Rumford Street in the City of Concord, New Hampshire, said two (2) parcels being generally known collectively as Granite Place; and

WHEREAS, the North Parcel, owned by the North Owner, and the South Parcel, owned by the South Owner, are each benefitted and burdened, respectively, by mutual appurtenant easements reserved and granted, respectively, as set forth in the Confirmatory Quitclaim Deed recorded in the Merrimack County Registry of Deeds at Book 3857, Page 267 (the "Mutual Easements"); and

WHEREAS, the office building located at Granite Place straddles the parcel boundary between the North Parcel and South Parcel, such that the northern "tower" and four-story open-air atrium of the building, which atrium is situated between the two "towers," are located entirely on the North Parcel, and the southern "tower" is located entirely on the South Parcel, but because the main entrance and exit to both "towers" of the building are through the atrium lobby, the entire atrium and its southern wall, which wall is situated on and along the boundary between the North Parcel and South Parcel and is referenced in certain instruments establishing the Mutual Easements as the "Party Wall," are also subject to the Mutual Easements; and

WHEREAS, as set forth herein, the North Owner is willing to undertake full responsibility for hiring, retaining, overseeing, and paying when due all maintenance vendors for the reasonable and customary regular maintenance and repair of all areas and facilities located within the North Parcel and the South Parcel that are subject to the Mutual Easements, other than certain South Parcel building systems that also serve the building atrium as set forth below, provided that the South Owner reimburses the North Owner for fifty percent (50%) of the total cost thereof; and

WHEREAS, because the electrical services, heating fuels, telecoms services, and building systems serving the building atrium are not separately metered or maintained, respectively, and because such electrical services, heating fuels, telecommunications and data services, and building systems serve the atrium from the South Parcel and are metered or maintained as indistinguishable portions of the total operating costs of the South Parcel, the North Owner and the South Owner are willing to split the total cost to the South Owner of such

electrical services, heating fuels, telecommunications and data services, and building system maintenance services, including the cost of all reasonable and customary regular maintenance and repair of said building systems, such that the North Owner agrees to partially reimburse the South Owner in an amount equal to three and seven-tenths percent (3.7%) of the total cost of such services to the South Owner.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the North Owner and the South Owner hereby agree as follows:

1. **AREAS AND FACILITIES SUBJECT TO THE MUTUAL EASEMENTS:** The areas and facilities located on the North Parcel or the South Parcel or both that are subject to the Mutual Easements are as follows: all driveways, parking areas, sidewalks, walkways, drainage utility lines and any other facilities jointly serving the North Parcel and South Parcel. For purposes of this Agreement, the parties agree that the foregoing "utility lines" and such "other facilities" include all landscaping, plantings, shrubs, trees, lawns, outdoor lighting, surface water drainage paths, facilities, and structures, the pond and fountain adjacent to the building, all existing electrical, water, telecommunications and data, and natural gas supply lines, distribution facilities, and equipment, all existing storm water and sewer drainage lines, facilities, and equipment, the building atrium and lobby, and the southernmost wall of the building atrium (which is also the northern wall of the building "tower" located on the South Parcel and also known as the "Party Wall" subject to the Mutual Easements).
2. **EXPENSES SUBJECT TO 50% COST SHARING BY SOUTH OWNER:** The total cost to the North Owner of the following services, which are to be provided within and to the areas and facilities subject to the Mutual Easements located within the North Parcel or the South Parcel or both by vendors hired and managed solely and directly by the North Owner, shall be partially reimbursed by the South Owner in an amount equal to fifty percent (50%) of said total cost: snow and ice removal, salting and sanding, sweeping, striping, seal coating, pothole or broken/cracked pavement repair, resurfacing, exterior lighting maintenance and repair, and such other reasonably necessary driveway, sidewalk, walkway, and parking lot maintenance and repair as is necessary in order to permit regular and safe passage by vehicles and pedestrians; lawn mowing, shrub/tree trimming, landscaping, tree removal and planting, drainage facility and structure repair, pond/fountain cleaning and maintenance, and all other maintenance activities reasonably necessary to keep all areas and facilities subject to the Mutual Easements in a safe, passable, and visually attractive condition; all cleaning, maintenance, and repair of the atrium, including janitorial services, window washing, plant care, door and glass repairs, electrical and lighting system repair, and repairs to atrium flooring, interior walls, and ceiling systems, but excluding cleaning, maintenance, and repairs of the ADA restroom located on the fourth floor of the atrium that is only accessible from the north "tower" of the building; and the repair of any damage to the "Party Wall" by any cause other than an act or omission of the North Owner or the South Owner. Any such services procured by the North Owner from a third party shall be memorialized in written agreements, which written agreements the North Owner shall use commercially reasonable efforts to ensure explicitly name the South Owner as one of

the two (2) landowners to benefit from such agreements, and specifically as an intended third-party beneficiary of such agreements, and shall further require such service contractor to defend, indemnify, and hold harmless the South Owner from and against any and all claims arising from or in connection with said service contractor's entry upon and/or activities conducted and/or work performed within the North Parcel or the South Parcel or both. Nothing contained herein shall be construed to prohibit either party to this Agreement from making repairs or improvements on their own respective parcels so long as such repairs or improvements do not substantially interfere with the intended use by the other party of the areas and facilities on either parcel subject to the Mutual Easements. In addition to the foregoing, the South Owner shall reimburse the North Owner for fifty percent (50%) of the real property taxes due and payable annually to the City of Concord that are attributable to the building atrium located within the North Parcel.

**3. EXPENSES SUBJECT TO 3.7% COST SHARING BY NORTH OWNER:**

The total cost to the South Owner of the following services, which are to be provided within and to the building atrium located within the North Parcel by vendors hired and managed solely and directly by the South Owner, shall be partially reimbursed by the North Owner in an amount equal to three and seven-tenths percent (3.7%) of said total cost: electrical utility services to the South Parcel; maintenance and repair of the South Parcel air conditioning system units, the South Parcel boiler/furnace, and other South Parcel HVAC system components that contribute to the heating and cooling of the atrium in addition to the portion of the building located on the South Parcel; South Parcel fire suppression system maintenance and South parcel fire alarm system maintenance; and the cost of fuel to heat the atrium in addition to the portion of the building located on the South Parcel. Nothing contained herein shall be construed to prohibit either party to this Agreement from making repairs or improvements on their own respective parcels so long as such repairs or improvements do not substantially interfere with the intended use by the other party of the areas and facilities on either parcel subject to the Mutual Easements.

**4. NON-ROUTINE REPAIRS:**

Notwithstanding the foregoing, any repair to any area or facility on either parcel subject to the Mutual Easements of any damage or injury caused by or arising out of an act or omission of either party to this Agreement, or an act or omission of its employee, agent, contractor, or invitee, which damage or injury is not the result of normal wear and tear and is not due to a defective condition, shall be the sole responsibility, and conducted at the sole expense, of such party.

**5. STATE PAYMENT OBLIGATIONS CONTINGENT:**

Notwithstanding anything in this Agreement to the contrary, all payment obligations of the South Owner hereunder are contingent upon the availability and the continued appropriation of funds, and in no event shall the South Owner be liable for any operating or maintenance obligations or partial reimbursement payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the South Owner shall have the right to withhold payment until such

funds become available, if ever. Notwithstanding the foregoing, the South Owner shall not be required to transfer funds from any other account to the account(s) designated to fund the partial reimbursements hereunder in the event funds in such accounts are reduced or unavailable. The South Owner and the North Owner agree to include in their respective proposed future operating budgets reasonably comprehensive estimates of all partial reimbursements and any other payment obligations anticipated under this Agreement. Notwithstanding the foregoing, the North Owner's performance under this Agreement shall be excused for any period during which the South Owner withholds payment hereunder due to a lack of available appropriated funds.

6. **INVOICES:**

The North Owner and the South Owner hereby agree that they shall pay their respective share of the costs to be partially reimbursed hereunder within forty-five (45) days of receipt of any correct and undisputed invoices or statements setting forth such costs incurred or occasioned by the respective party to this Agreement. The party issuing an invoice shall provide therewith to the other party suitable documentation to support such costs. If either party fails to make timely payment as aforesaid, such late payment shall bear interest at a rate which is the lesser of (a) 10% per annum, or (b) the maximum amount allowed by law, until paid.

7. **BUDGETING:**

The parties shall develop annual budgets based on the estimated annual costs of all utilities, maintenance services, and repairs to be partially reimbursed in accordance with this Agreement at an Annual Meeting of the parties to be held on or about March 15 of each year. Except in emergency circumstances, the parties shall provide each other with twenty-four (24) months' advance notice prior to undertaking any major maintenance, capital improvements, or individual repairs likely to exceed Two Hundred Thousand Dollars (\$200,000.00) in total cost, to any areas or facilities subject to the Mutual Easements.

8. **AGREEMENT TERM AND EFFECTIVENESS:**

This Agreement provides in limited detail how the parties have agreed to interpret the Mutual Easement language and to allocate in practice their existing mutual landowner responsibilities arising from the reservation and grant, respectively, of the Mutual Easements upon the recent purchase of the South Parcel. Therefore, upon final authorization by the Governor and Executive Council of the State of New Hampshire ("G&C"), this Agreement shall be retroactively effective as of the transfer of title to the South Parcel from the North Owner to the South Owner on April 30, 2024 (the "Effective Date"), and it shall remain in effect until either party to this agreement divests itself of the North Parcel or the South Parcel, respectively.

9. **AMENDMENTS:**

This Agreement may be amended only by written agreement of the parties hereto, subject to further authorization by G&C of this Agreement as so amended. The parties agree that they will review this Agreement for suitable amendments or adjustments within a maximum of five (5) years after the Effective Date, and then again at the end of each

successive five (5) year period thereafter. Nothing in this Agreement shall be construed to preclude the parties from meeting on a more frequent basis.

10. **ANNUAL MEETING:**

The North Owner and the South Owner agree to meet annually on or about March 15 to discuss any topics of mutual concern and any operational or maintenance matters that may require cooperation, coordination, or agreement to address or resolve to the satisfaction of both parties. Among the issues that may be discussed at the annual meeting are parking arrangements, lighting, security, adequacy of signage, traffic issues, maintenance obligations, emergency preparedness, public safety, and any other concerns relating to the shared use of the areas and facilities subject to the Mutual Easements. The foregoing is not an exclusive list. However, the primary topic of chief concern at all annual meetings shall be the annual budget for the upcoming year to include the projected annual vendor costs of all utilities, maintenance services, and repairs to be partially reimbursed in accordance with this Agreement. The parties agree to use their best efforts to reach agreement in good faith on the maintenance projects, priorities, objectives, and projected costs to be partially reimbursed under this Agreement for the ensuing fiscal year.

11. **NO INTENTION TO BIND SUCCESSORS:**

This Agreement is personal in nature and is not intended by the parties hereto to run with the land or to bind their respective successors or assigns.

12. **OFFSET:**

The South Owner reserves the right to offset from any amounts otherwise payable under this Agreement those liquidated amounts required or permitted by RSA 80:7 through RSA 80:7-c or any other provision of law.

13. **NORTH OWNER'S RELATION TO THE SOUTH OWNER:**

For purposes of this Agreement, with regard to the South Owner, the North Owner is in all respects an abutting landowner, a Mutual Easement holder, and an independent contractor, but is neither an agent nor an employee of the South Owner. Neither the North Owner nor any of its principals, members, officers, employees, agents, or contractors shall have authority to bind the South Owner or to receive any benefits, workers' compensation, or other emoluments provided by the South Owner to its employees.

14. **NO ASSIGNMENT OR DELEGATION:**

Neither party may assign, delegate, or otherwise transfer any interest in or obligation under this Agreement to any other party. The foregoing language should in no way be construed to preclude either party from hiring third-party contractors to fulfill the facilities operation and/or maintenance obligations of such party as contemplated by this Agreement.

15. **WAIVER OF BREACH:**

No failure by the South Owner or the North Owner to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event of default, or any subsequent event of default. No express failure to enforce any event of default shall be deemed a waiver of the right of the South Owner or the North Owner to enforce each and all of the provisions hereof upon any further or other event of default on the part of the South Owner or the North Owner.

16. **CONSTRUCTION OF AGREEMENT AND TERMS:**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire and shall be binding upon and inure to the benefit of the parties hereto. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

17. **NO THIRD-PARTY BENEFICIARIES:**

The parties hereto do not intend to benefit any third parties with this Agreement, and this Agreement shall not be construed to confer any such benefit.

18. **HEADINGS:**

The headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. **SEVERABILITY:**

In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

20. **ENTIRE AGREEMENT:**

This Agreement, which may be executed in multiple counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

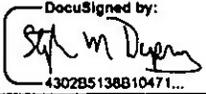
[signatures on following page]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first set forth above.

**SOUTH OWNER:**  
STATE OF NEW HAMPSHIRE  
By and through its  
Department of Administrative Services

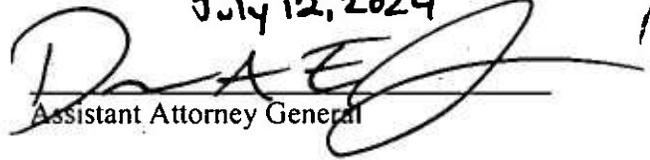
By:   
Charles M. Arlinghaus, Commissioner

**NORTH OWNER:**  
2GRANITE PLACE, LLC

By:   
Stephen M. Duprey, sole Member

This Agreement is approved as to form and execution on ~~June~~, 2024.

July 12, 2024

  
Assistant Attorney General

2GRANITE PLACE, LLC

WRITTEN CONSENT OF THE SOLE MEMBER

April <sup>30th</sup>, 2024

The undersigned, being the sole member of 2Granite Place, LLC, a New Hampshire limited liability company (the "Company"), hereby consents in writing to the following action:

**VOTED:** To authorize the Company to enter into a Facilities Operation and Maintenance Vendor Management Agreement (the "Agreement") by and between the Company, and the State of New Hampshire, pertaining to the buildings and the land located off Rumford Street in the City of Concord, New Hampshire, collectively known as Grantie Place (the "Premises") which the Member has reviewed and finds to be in the best interest of the Company; and

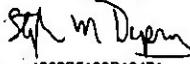
**FURTHER VOTED:** To authorize Stephen M. Duprey, Sole Member, or Kate Young, as duly authorized agent, acting singly, to negotiate, execute, and deliver on behalf of the Company all documents, including but not limited to the Agreement, all in connection therewith, and to take such other acts and to perform such other things and to execute and deliver such further documents on behalf of the Company as he/she deems necessary or desirable, in his/her sole discretion, to effectuate the matters authorized above.

*[signature page follows]*

2GRANITE PLACE, LLC

WRITTEN CONSENT OF THE SOLE MEMBER

Signature Page

DocuSigned by:  


430285138810471

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Stephen M. Duprey, Member

4486700

# 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 2GRANITE PLACE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 20, 2006. 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: 569249

Certificate Number: 0006646341



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 March A.D. 2024.

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

David M. Scanlan  
Secretary of State