



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Rail & Transit
January 12, 2016

REQUESTED ACTION

Pursuant to RSA 228:57-a authorize the Department of Transportation to enter into a **retroactive** lease agreement with Anthony and Barbara DeStefano, c/o Debra Iuliano, 9 Seneca Road, Winchester, MA, in the amount of \$8,762.50 for the use of State-owned railroad property in Laconia, NH along Paugus Bay commencing July 1, 2015 through June 30, 2020 effective upon Governor and Council approval.

Lease income will be credited as follows:

Source of Funds Revenue:	<u>FY 2016</u>
04-96-96-960010-2991	
Special Railroad Fund	
009-407323 Railroad License Fees	\$ 8,762.50

EXPLANATION

This request is for a **retroactive** Dock Lease Agreement, because of several unexpected intermediate steps and approvals that were necessary due to the age of the original lease documents. These intermediate steps were unforeseen and resulted in delays in finalizing all of the Department's 2015 Dock Lease renewals. All 2015 Dock Lease renewals will be submitted separately for Governor and Council approval, but all experienced the same unforeseen delays. Intermediate steps and approvals included site visits to collect additional data, preparation and submission of documents for approval by the Council of Resources and Development, and communication with tenants explaining the lease fee increase as defined in RSA 228:57-a.

The Department of Transportation received a request from Debra Iuliano representing her parents Anthony and Barbara DeStefano to lease 50 linear feet of frontage along Paugus Bay on the State-owned Concord to Lincoln Railroad Line in Laconia. Anthony and Barbara DeStefano are the owners of an adjacent property and had a lease for a portion of the railroad property from July 16, 2003 to June 30, 2015. This agreement has been prepared consistent with RSA 228:57-a as enacted in 2009.

RSA 228:57-a allows the Department to lease portions of a railroad corridor to the owners of adjacent properties separated from the shore of public waters (as defined by RSA 271:20) by only the railroad

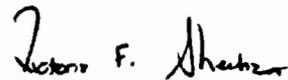
corridor for private, non-commercial use. This lease gives the lessee the right to request a permit for a dock or mooring field. The cost of a lease is calculated to be \$33.05 per linear foot per year as specified in RSA 228:57-a. The amount for the dock rights is \$1,652.50 and \$100.00 is assessed annually for the pedestrian crossing and utility crossing. The total annual lease fee for the subject parcel will be \$1,752.50 per year for a five year total of \$ 8,762.50.

This Agreement has been reviewed and approved by the Office of the Attorney General for form and execution. Copies of the fully executed lease agreement have been provided to the Secretary of State's Office and the Department of Administrative Services. Subsequent to the Governor and Council approval, a copy of the Agreement will be on file with the Department of Transportation.

The Council of Resources and Development approved the lease on May 14, 2015.

The Long Range Planning and Utilization Committee approved the lease on May 27, 2015.

Sincerely,



Victoria F. Sheehan
Commissioner

2015 DOCK LEASE

THIS LEASE, made and entered into this, between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and Anthony and Barbara DeStefano c/o Debra Iuliano 9 Seneca Road Winchester MA 01890 hereinafter (collectively) called the "TENANT".

WHEREAS, the LANDLORD is the owner of the hereinafter described property, which is not immediately required by the LANDLORD and has been requested by the TENANT to lease the property to the TENANT on an "as is" basis. This Lease also includes the right to construct and use an at-grade pedestrian crossing of the active railroad tracks, hereinafter called the "FACILITY".

WHEREAS, the State is the owner of a Railroad Corridor in the City of Laconia, County of Belknap, State of New Hampshire. The State-owned Railroad Corridor is used by the Plymouth & Lincoln (Railroad Operator) under an Operating Agreement with the State of New Hampshire.

WHEREAS, the LANDLORD is willing to comply with said request, provided that the TENANT, as a condition to the occupancy of said premises, joins in the execution of this LEASE for the purpose of accepting each and every condition herein set forth during the occupancy of said premises by the TENANT.

NOW, THEREFORE, THIS LEASE WITNESSETH THAT:

1. DEMISE OF THE PREMISES

- 1.01 For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the TENANT of each and every term and condition herein set forth, the LANDLORD hereby lease and demises to the TENANT the premises located in the City of Laconia on the State-owned Concord-Lincoln railroad line and nearly opposite Engineering Station 1570+60, as shown on the attached Railroad Valuation Section 21 Map 21/66 (EXHIBIT A).
- 1.02 The Landlord grants to the Tenant permission to cross a portion of the State-owned Concord-Lincoln railroad corridor to: construct, use, maintain, and reconstruct a private pedestrian crossing within the right-of-way near approximate Valuation Station 1570+60, Section 21 Map 66 (EXHIBIT A).
- 1.03 The Landlord grants to the Tenant permission to cross a portion of the State-owned Concord to Lincoln railroad corridor to: construct, use, maintain, and reconstruct an underground utility crossing within the right-of-way near Engineering Station 1570+60, as shown on the attached Railroad Valuation Map V21/66 (EXHIBIT A).

2. TERM

- 2.01 The term of this lease shall begin on the First of July 2015, or on approval by the Governor and Executive Council, whichever is later, and shall end on the June 30, 2020, unless terminated sooner in accordance with Condition 17.01 or 17.02.

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2.02 The TENANT shall notify the LANDLORD no less than ninety (90) or no more than one hundred eighty (180) days of the ending date that the TENANT wishes to enter negotiations for a new LEASE for an additional five (5) year period. If the TENANT and the LANDLORD cannot agree upon a new LEASE, the TENANT shall surrender to the LANDLORD the premise in accordance with Condition 18.01.

3. SECURITY DEPOSIT AND RENT

3.01 The TENANT agrees to pay to the LANDLORD as a Security Deposit for demised premises the sum of n/a (\$0.00) dollars to secure the performance of the TENANT's obligations hereunder. The LANDLORD may at its option set off all or portions of the deposit to pay for damages caused by any breach of the TENANT's obligations hereunder. The TENANT shall not have the right to apply the security deposit in payment of any past due rent.

3.02 All real or personal property taxes assessed by the City of Laconia as a result of this LEASE are not included in the rent and will be paid by the TENANT. In accordance with RSA 72:23, I(b), "failure of the lessee to pay any duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor."

3.03 Rent shall be one thousand, six hundred, fifty two dollars and fifty cents (\$1,652.50) per year plus one hundred (\$100.00) dollars per year for the private pedestrian at-grade and electric utility crossings, for a total of one thousand, seven hundred, fifty two dollars and fifty cents (\$1,752.50), payable in advance, on July 1 of each year to the LANDLORD at the following address:

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
BUREAU OF FINANCE & CONTRACTS
J. O. MORTON BUILDING
PO BOX 483
CONCORD NH 03302-0483

If the total rental amount is not paid within ten (10) days after the due date, the TENANT agrees to pay a late charge of seventy-five (\$75.00) dollars.

4. QUIET ENJOYMENT

4.01 The LANDLORD covenants and agrees that so long as the TENANT is not in default of any of the covenants and agreements of this LEASE, the TENANT's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by the LANDLORD or any person claiming by or through the LANDLORD.

5. USE OF PREMISES

5.01 The premises shall be used and occupied by the TENANT exclusively as a personal dock facility, and neither the premises nor any part thereof shall be used at any time during the term of this LEASE by the TENANT for the purpose of carrying on any other business, profession or trade of

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2015 DOCK LEASE

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WHEREAS, the LANDLORD is willing to comply with said request, provided that the TENANT, as a condition to the occupancy of said premises, joins in the execution of this LEASE for the purpose of accepting each and every condition herein set forth during the occupancy of said premises by the TENANT.

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2. TERM

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- 6.05 Any damage to the State-owned railroad corridor contained herein which, as determined by the State, is caused by, results from or arises out of the installation, maintenance or presence of the TENANT's FACILITY shall be repaired by the State. The TENANT shall fully compensate the State for all costs associated with the repair of any such damage.
- 6.06 The TENANT shall coordinate any and all work within the State-owned railroad corridor with the Plymouth & Lincoln Railroad, and State by contacting railroad personnel at (603) 745-2135 and State personnel at (603) 271-2468 respectively and giving them a minimum of 48 hours advance notice of the work to be performed in the area so that the Railroad Operator and inspectors can schedule railroad related work around the construction. The TENANT cannot enter onto the State owned Railroad Corridor at any time without first obtaining authorization from the State and the Railroad Operator.
- 6.07 The TENANT shall, at the State's request and the TENANT's expense, provide whatever protection is deemed necessary by the State, in the event the State performs any work on or within the State-owned railroad property limits, including but not limited to inspection, maintenance, cleaning, snow removal, construction, rehabilitation, and repair of such State-owned railroad property.
- 6.08 The TENANT shall submit its written maintenance policies and procedures to be used for the inspection repair and maintenance of said FACILITY to the State for review and approval. Such policies and procedures shall be approved by the State prior to initial operation of the constructed FACILITY.
- 6.09 The TENANT acknowledges that the premises are in good order and repair at the beginning of the LEASE term, unless otherwise indicated by attached written statement. The TENANT shall at their own expense maintain the premises in a clean and sanitary manner. The TENANT shall not allow brush, leaves, grass or other plant matter, ice, snow, dirt or any other material to be placed on the premises.
- 6.10 The TENANT shall be responsible for any damage caused during this tenancy. The TENANT shall return the premises to the LANDLORD in as good order and condition as when received, ordinary wear and tear accepted. The TENANT agrees to be responsible for all single job repair costs. The LANDLORD reserves the right to select the persons or company to perform any such repairs.

7. DAMAGE TO PREMISES

- 7.01 If the premises are damaged so as to render them untenable, then either party shall have the right to terminate this LEASE as of the date on which the damage occurs, through written notice to the other party, to be delivered within ten (10) days after the occurrence of such damage. However, should the damage or destruction occur as a result of any act or omission on the part of the TENANT or its invitees, then only the LANDLORD shall have the right to terminate this LEASE. Should the right to terminate be exercised, the rent for the current year shall be prorated between the parties as of the date the damage occurred.

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any kind. The TENANT shall comply with all laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demise premises during the term of this LEASE. The TENANT shall not use the premises in any manner that will disturb a neighbor's peaceful enjoyment of other property.

- 5.02 Procurement and delivery of a current Dock Permit issued by the New Hampshire Department of Environmental Services, Wetlands Bureau (NHDES) or a current Mooring Field Permit from Department of Safety – Safety Services-Moorings Program (NHDOS) to the State is a condition precedent to the effectiveness of this Agreement. The TENANT agrees to furnish a copy of a current Dock Permit issued by the NHDES that has been recorded at the Registry of Deeds or a copy of a current Mooring Field Permit from NHDOS to the Bureau of Rail & Transit. Failure to furnish documentation to the Bureau of Rail & Transit will result in termination of the lease subject to the provisions of Section 16.
- 5.03 No TENANT or visitor or invitee of the TENANT may park any motorized vehicle on any area, which is not designated specifically for parking. No unregistered motorized vehicles shall be stored upon the premises.

6. MAINTENANCE OF PREMISES

- 6.01 The TENANT agrees that all work on construction, maintenance, repair, and reconstruction of said at-grade pedestrian crossing FACILITY shall be performed at a time and under conditions acceptable to the State, and shall at no time interfere with the operation of the railroad by the State, its lessees or assigns. The TENANT shall construct the FACILITY as shown on the Typical Crossing Plan (Exhibit B) attached to this LEASE.
- 6.02 The TENANT agrees that it is liable for the cost of all work and materials required to construct, use, maintain, repair, relocate and reconstruct said FACILITY on NHDOT Railroad Property as indicated in the Standard Prosecution of Work for a Pedestrian Crossing Constructed on NHDOT Railroad Property. Such responsibility shall include but not be limited to the cost of all on-site inspectors or other representatives of the State to inspect the materials and to monitor construction and a railroad flagman, if such individuals are necessary in the sole judgment of the State. Any deficiencies in materials, methods of construction or workmanship shall be promptly corrected to the mutual satisfaction of the TENANT and the State. The TENANT is solely responsible for the presence of its equipment along the State-owned railroad corridor.
- 6.03 The TENANT will assume the cost of temporary removal, restoration and adjustment of the FACILITY in the event track repairs or additional track installations require such modifications.
- 6.04 The TENANT shall retain the Railroad Operator responsible for maintenance of the track adjacent to the FACILITY, or, if not available, a contractor approved by the State, to perform all railroad related track work (such as replacing and/or installing ballast, defective ties, tie plates, spikes and crossing structures) during the construction or whenever the track structure is disturbed, distorted or altered due to the existence of said FACILITY. The Operator's current fee and wage structure will be used for all services rendered by the Operator.

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The TENANT further acknowledges that the installation and use of the facility by the TENANT will expose the LANDLORD and the Railroad Operator to additional liability to which they would not otherwise be exposed. Accordingly, the TENANT agrees that neither the LANDLORD nor the Railroad Operator shall be liable for injury or death of the TENANT or agent of TENANT, regardless of status as guest, invitee or trespasser, or for loss or destruction of or damage to any property of the TENANT or any agent of the TENANT while upon, or about, or in the use of the facility. The TENANT and its employees, contractors and agents agree to defend, indemnify, and hold harmless the LANDLORD, its officers, agents and employees, from and against any and all losses suffered by the LANDLORD, its successors and assigns, officers, agents, employees and operating Railroad Operator, from any and all claims, liabilities or penalties asserted against the LANDLORD, its successors and assigns, officers, agents and employees, by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the TENANT or from the use, maintenance, installation, removal or existence of this facility, respective of any negligence on the party of the LANDLORD, the Railroad Operator or their agents or employees. Without limiting the foregoing, it is agreed that this covenant of indemnification shall apply to all cases of loss, damage, injury, death, cost or expense for which any party to this agreement may or shall be liable. For the purpose of this agreement, all persons using the facility shall be deemed agents of the TENANT. This covenant shall survive the termination of this Agreement. In addition the TENANT shall pay the premiums on a policy or policies of insurance covering the following at said facility, designating the State of New Hampshire and the Plymouth & Lincoln Railroad as additional named insureds.

- 13.01.1 Commercial General Liability:
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate
- 13.02 The TENANT further agrees to obtain and keep in force a policy or policies of insurance providing Comprehensive General Liability or Comprehensive Personal Liability with a minimum \$1,000,000.00 per occurrence limit covering bodily injury and property damage and \$2,000,000.00 in the aggregate designating the State of New Hampshire and Plymouth & Lincoln Railroad as additional named insureds.
- 13.03 Procurement and delivery of a certificate indicating such insurance acceptable to the State is a condition precedent to the effectiveness of this Agreement. The TENANT shall provide to the State a certificate of insurance demonstrating that the required coverage has been obtained and containing the following wording. "The State of New Hampshire and Plymouth & Lincoln Railroad are named as additional insured with respect to liability arising from the use and/or occupation of State-owned premises under this Agreement between the State and the Named Insured." Nothing contained herein shall be construed as a waiver of sovereign immunity.
- 13.04 In the event the TENANT elects to retain an independent contractor to install the crossing the TENANT agrees and to obtain and maintain a policy or policies of insurance effective during the construction of the facility, and designating the State of New Hampshire and the Railroad Operator as additional insureds.
- 13.04.1 Comprehensive Automobile Liability: \$500,000.00 combined limit

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8. ALTERATIONS AND IMPROVEMENTS

8.01 The TENANT shall make no alterations to the premises or construct any building or make other improvements on the premises without the prior written consent of the LANDLORD. All alterations, changes, and improvements built, constructed, or placed on the premises by the TENANT, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between the LANDLORD and the TENANT, be the property of the LANDLORD and remain on the demised premises at the expiration or sooner termination of this LEASE.

9. ENTRY AND INSPECTION

9.01 The LANDLORD retains the right to enter the premises in the case of an emergency, or to make necessary repairs, alterations, improvements, or to supply necessary or agreed services, or to exhibit the premises to prospective purchasers or tenants, workmen, contractors, or others, or when the TENANT has abandoned or surrendered the premises, or whenever necessary to determine the condition of the premises. Whenever practical the LANDLORD shall provide the TENANT with 24 hours notice prior to entry. Any indication of LEASE violations shall be grounds for immediate eviction action.

10. ASSIGNMENT AND SUBLETTING

10.01 Without the prior written consent of the LANDLORD, the TENANT shall not assign this LEASE, or sublet or grant any concession or license to use the premises or any part thereof. A consent by the LANDLORD to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession, or license without the prior written consent of the LANDLORD or an assignment or subletting or operation of law, shall be void and shall, at the LANDLORD's option, terminate this LEASE.

11. UTILITIES

11.01 The TENANT shall be responsible for arranging for and paying for all utility services required on the premises.

12. DANGEROUS MATERIALS

12.01 The TENANT shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous.

13. INDEMNIFICATION AND INSURANCE

13.01 The TENANT acknowledges that the facility is being requested for the TENANT's advantage and does not involve the Railroad Operator or LANDLORD's performance of their duties to the public.

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thirty (30) day period with no further liability of any nature whatsoever to the TENANT for so doing. Should the LANDLORD terminate this LEASE by giving the thirty (30) days notice during any period for which a full year's rent has already been paid, the LANDLORD will reimburse the TENANT for the pro-rata proportion of the remaining number of days for which rent has been paid in advance but during which the TENANT no longer occupy the premises.

17.02 The TENANT may terminate this LEASE Agreement at any time by giving at least thirty (30) days notice in writing, specifying in said notice the day (and the time of day) on which possession of the premises will be surrendered. The TENANT shall not vacate or leave the premises unattended on the day of surrender until the LANDLORD's representative shall have sufficient time to check the premises prior to taking formal possession thereof. In the event that the TENANT shall terminate this LEASE in accordance with the above provisions, payment of rent shall cease at the end of the said thirty (30) day period, or at the end of the day on which possession shall be surrendered, whichever shall last occur.

18. SURRENDER OF THE PREMISES

18.01 In the event that the term or any extension thereof shall have expired or terminated, the TENANT shall peacefully quit and surrender to the LANDLORD the premises together with all improvements, alterations, or additions made by the TENANT, which cannot be removed without damaging the premises. The TENANT shall remove all personal property and shall repair any damage caused by such removal. The TENANT's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this LEASE.

19. INDEMNIFICATION AND RELEASE FROM LIABILITY

19.01 The TENANT further releases the LANDLORD, its agents and employees, from any and all claims or demands for damages or injuries of any nature whatsoever attributable to the taking, use and occupancy of any portion of the premises caused by the construction and maintenance by the State of New Hampshire of any transportation project or proposed project which abuts (or will abut) or may effect in any way the property herein leased.

20. DISCRIMINATION PROHIBITED

20.01 The TENANT hereby covenants and agrees that no person on the ground of race, color, national origin or sex, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, and that in the construction of any improvements on, over or under such premises and the furnishing of services thereon, no person on the ground of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and that the TENANT shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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13.04.2 Railroad Protective Public And Property Damage Liability: \$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

13.04.3 Worker's Compensation Insurance: In the amount as required by current State Statute

13.05 No provision of this Agreement is intended to waive any aspect of the State's sovereign immunity, and any possible counterclaims or defenses it may assert relative to any claim brought related to this Agreement or the facility.

14. HOLDOVER BY TENANT

14.01 No holdover by the TENANT will be permitted. The LANDLORD and TENANT must execute a new LEASE upon expiration of an existing LEASE in order for a TENANT to remain in possession of the premises.

15. DEFAULT

15.01 The LANDLORD shall be the sole judge of what shall constitute a violation of the provisions of the LEASE, or the failure of the TENANT to otherwise abide by any of the covenants herein contained, and may order a discontinuance of the practices, or the performance of any of the work related to such default by giving the TENANT ten (10) days notice in writing. Failure of the TENANT to comply with the notice shall automatically give the LANDLORD the right to terminate this LEASE evict the TENANT and take full and complete possession of the premises.

16. TERMINATION OF LEASE FOR CAUSE

16.01 In the event that the TENANT shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice, thereof, or if the TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days of written notice by the LANDLORD to the TENANT specifying such default and requiring it to be remedied then, and in such an event, the LANDLORD may serve a written notice of termination of this LEASE upon the TENANT and this LEASE and the term hereunder shall terminate and upon such termination the LANDLORD may immediately or at any time thereafter, without demand or notice enter into or upon the premises and repossess the same.

16.02 If it becomes necessary for the LANDLORD to institute suit for eviction or damages on account of rental arrears or violation of the terms of this LEASE, the LANDLORD shall be entitled to include in such suit for eviction or damages, a claim for attorney's fees and court costs incident thereto, which fees the TENANT hereby covenants and agrees to pay.

17. TERMINATION FOR CONVENIENCE

17.01 The LANDLORD may terminate the LEASE at any time by giving thirty (30) days notice thereof in writing, and may take full and complete possession of the premises hereby leased, at the end of said

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21. MISCELLANEOUS

- 21.01 LANDLORD's Agents. All rights and obligations of the LANDLORD under this LEASE may be performed or exercised by such agents as the LANDLORD may select.
- 21.02 Notice. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office.
- 21.03 Extent of Instrument, Choice of Laws, Amendment, etc. This LEASE, which may be executed in a number of counterparts, each of which shall have been deemed an original, but which shall constitute one and the same instrument, is to be construed according to the Laws of the State of New Hampshire, is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns, and may be canceled, modified, or amended only by a written instrument executed and approved by the LANDLORD and the TENANT.
- 21.04 No Waiver of Breach. No assent, by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.
- 21.05 Unenforceable Terms. If any terms of this LEASE or any application thereof shall be invalid or unenforceable, the remainder of this LEASE and any application of such term shall not be affected thereby.
- 21.06 Entire LEASE. This LEASE embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 21.07 No Waiver of Sovereign Immunity. No provision in this LEASE is intended to be nor shall it be interpreted by either party to be a waiver of the State's sovereign immunity.

2015 DOCK LEASE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, the day and year first-written above.

PERMITTEE

By: DEBRA IULIANO

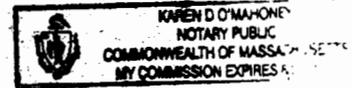
Date: 7-31-15

Print Name and Title

STATE OF MA
COUNTY OF Middlesex

On, 31st, before the undersigned officer personally appeared Debra Iuliano known to me (or satisfactorily proven) to be the _____ of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

In witness whereof I hereunto set my hand and official seal.



7-31-15
Date

Karen O'Mahoney
Notary Public

STATE

By: [Signature]
Commissioner

Date: 1/21/16

New Hampshire Department of Transportation

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on 2/16, 20 16.

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Attorney

Approved by Governor and Council on _____, 20 __, Item # _____.

ATTEST: _____
Secretary of State

Approved by New Hampshire Council on Resources and Development on May 14, 2015.

Approved by Long Range Capital Planning and Utilization Committee on May 27, 2015.

Initial _____

2015 DOCK LEASE

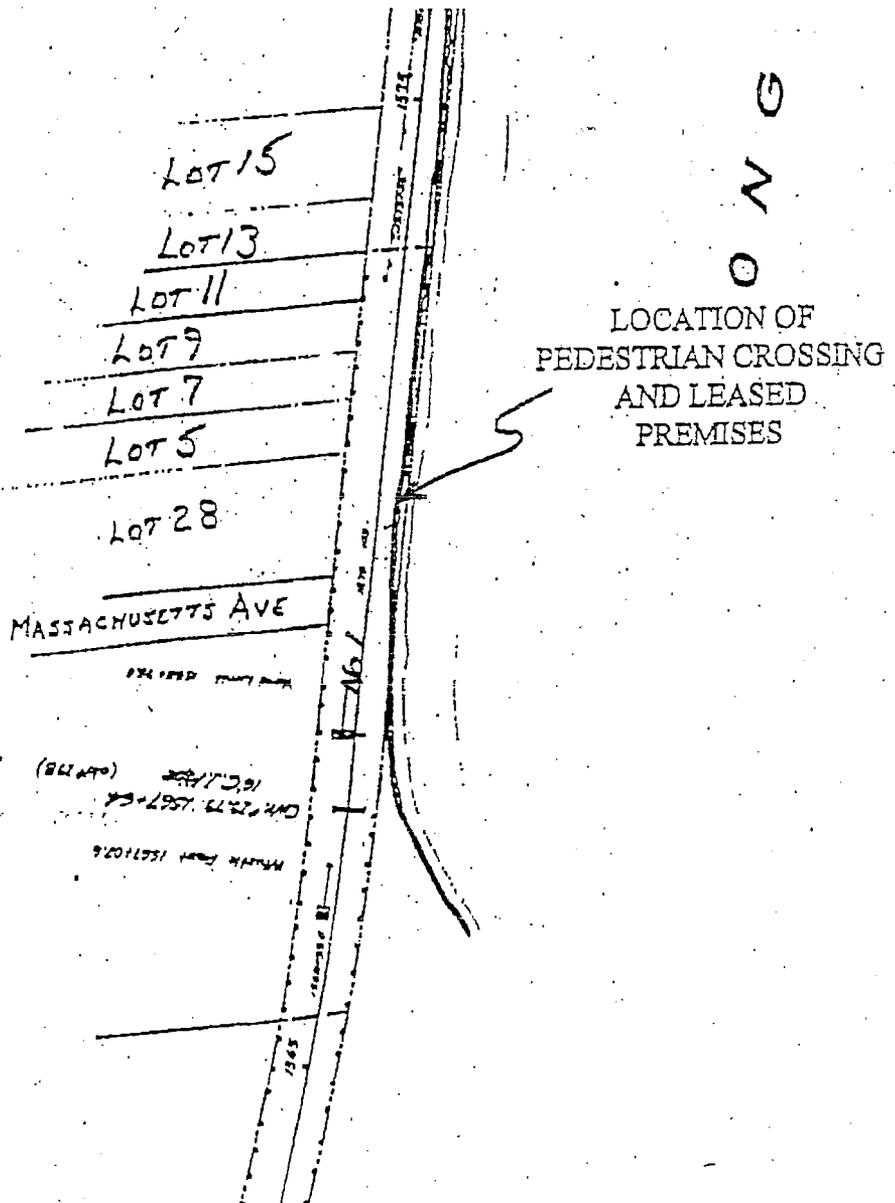
LEASED AREA

EXHIBIT A

NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT

FILE NO. 690

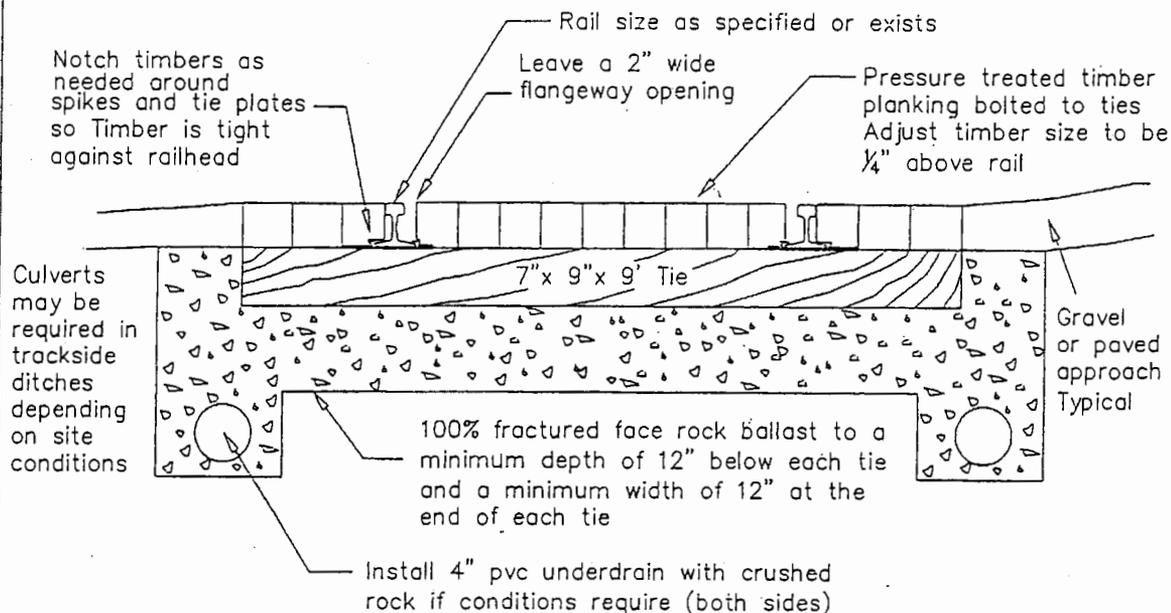
LEASED TO Anthony & Barbara DeStefano c/o Debra Iuliano
V21/66, Station 1570+60+/-
50+/- SQ. FT.



Initial DI

EXHIBIT B

Typical Planked Timber Crossing



1. The length of the timbers will vary depending on whether the crossing is to be used for a pedestrian crossing, a farm crossing or driveway.
2. Timbers must be installed 2' wider on both sides than the road approaches. A pedestrian crossing should be a minimum of 5' wide, The farm and driveway crossings should be a minimum of 12' wide.
3. Full depth rock ballast under the ties only needs to be installed if it is necessary to rebuild the entire crossing.
4. Timber planks should be lagged at the last tie on both ends and then staggered hitting approximately every fourth tie.
5. This is a conceptual plan and the actual site will need to be reviewed with the Bureau's Railroad Engineer before actual work can be determined.
6. New cross ties and track work may need to be performed before the crossing can be built. The cost of that work which must be done by the Operating Railroad will be borne by the Permittee

Not to scale

Brian Lombard PE
revised February 21, 2008



STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT

P.O. BOX 483
CONCORD, NEW HAMPSHIRE 03302-0483
(603) 271-2468 FAX(603) 271-6767

PLANKED TIMBER CROSSING
TYPICAL CONSTRUCTION DETAILS

REVISIONS		SHEET:
DATE	DESCRIPTION	
2 - 2008	UPDATES	CT-1

Initial DL

UNIFORM DURABLE POWER OF ATTORNEY

Know All Men by These Presents

That I, **Anthony R. DeStefano**, have constituted, ordained, and made, and in my stead and place put, and by these presents do constitute, ordain, and make, and in my stead and place put **Barbara I. DeStefano** to be true, sufficient, and lawful Attorney with this power of attorney which shall not be affected by subsequent disability or incapacity of the principal for and in my name and stead, and to his/her use:

(1) To buy, receive, lease, accept, or otherwise acquire; to sell, convey, mortgage, hypothecate, pledge, quitclaim, or otherwise encumber or dispose of or to contract or agree or the acquisition, disposal or encumbrance of any property whatsoever and wheresoever situated, be it real, personal or mixed, or any custody, possession, interest, or right therein or pertaining thereto, upon such terms as my said attorney shall think proper, including to himself/herself;

(2) To take, hold, possess, invest, lease, or let, or otherwise manage any or all of my real, personal, or mixed property, or any invest therein; to eject, remove, or relieve tenants or other persons from, and recover possession of such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify, or improve the same or any part thereof;

(3) To make, do, and transact all and every kind of business of any nature or kind whatsoever, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes, and obligations, which may now or hereafter be due, owing, or payable by me or to me;

(4) To make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, hypothecations, checks, notes, bonds, vouchers, receipts, and such other instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in the premises;

(5) To deposit and withdraw for the purposes hereof, in either my said attorney's name or my name or jointly in both our names, in or from any banking institution, any funds, negotiable paper, or monies which may come into my said attorney's hands as such attorney or which I now or hereafter may have on deposit or be entitled to;

(6) To institute, prosecute, defend, compromise, arbitrate, and dispose of legal, equitable or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation in connection with the premises;

Initial: AR D

UNIFORM DURABLE POWER OF ATTORNEY

Page 2

(7) To act as my attorney or proxy in respect to any stocks, shares, bonds, or other investments, rights, or interests, I may now or hereafter hold; may now or hereafter hold;

(8) To engage and dismiss agents, counsel, and employees, and to appoint and remove at pleasure any substitute for, or agent of my said attorney, in respect to all or any of the matters or things herein mentioned and upon such terms as my attorney shall think fit;

(9) To prepare, execute and file federal or state income, gift, or other tax returns and other real and personal property tax returns or statements and to pay or compromise any or all such taxes or apply for and collect any refunds due; to make any tax elections on my behalf or which I am entitled to make.

(10) To create, amend or terminate one or more trusts, partnerships, corporations, co-tenancies or any other form of ownership for the purpose of dealing with any property or property interest of any nature that I may have or hereafter acquire, under such terms and with such provisions as my attorney deems in the best interests of myself and my family. In this regard, the fact that my said attorney may be a remainderman, partner, shareholder or a beneficiary of any such entity in connection with any such transfer hereunder shall not affect the validity thereof, nor, by itself, constitute a breach of his(her) fiduciary duty hereunder; to transfer any or all property, tangible, intangible or real, in which I may have any interest, into a trust or trusts, whether created by me or by my said attorney on my behalf, and whether or not such trusts were created before or after the execution of this durable power of attorney, or to any other form of entity or ownership, including any form of co-tenancy.

(11) To make outright, or in trust, gifts of my property to or for the benefit of such persons as, in the opinion of my said attorney, would be the donees I might choose, having in mind the resources, both public and private, available for my care after the making of such gifts, and having in mind the objective of preserving the largest amount of my property for my family as a whole. Notwithstanding the foregoing, any gifts that are made to my attorney hereunder pursuant to the foregoing power, or to my attorney's creditors, my attorney's estate, or the creditor's of my attorney's estate, shall not exceed the lesser of \$13,000.00 or five percent of all assets subject to this power in a given calendar year, on a non-cumulative basis.

(12) To establish and contribute to any form of so-called retirement plan for my benefit, including but not limited to Individual Retirement Accounts, Keogh plans, and any other form of pension or employee benefit plan; to change beneficiaries of my account in any such plan, designating such beneficiaries as my attorney determines to be consistent with my wishes; to borrow against or withdraw from my plan accounts on such terms as my attorney deems appropriate; to

Initial: CRD

UNIFORM DURABLE POWER OF ATTORNEY

select any form of payment option or to modify options I may have payments on my behalf and to "roll-over" any such benefits on my behalf.

(13) Any party dealing with my said attorney hereunder, may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of my said attorney as to any action taken hereunder. In this regard, no person who may in good faith act in reliance upon the representations of my attorney or the authority granted hereunder shall incur any liability to me or my estate as a result of such act.

(14) In the event a petition is filed in any court for the appointment of a guardian or a conservator to care for me or my estate, then I nominate **Barbara I. DeStefano** as such appointee. In the event that **Barbara I. DeStefano** is not able to serve, then I nominate **Debra Iuliano** in **Barbara I. DeStefano's** stead. Nothing in this part shall be construed as a direction that such a petition be filed or such appointment be made, and it is my express wish that such action be taken only when and if absolutely necessary. Any person nominated herein may serve as guardian or a conservator without bond and in case a bond is required, without surety.

Giving and Hereby Granting unto my said attorney a **Uniform Durable Power of Attorney** pursuant to Chapter 190B of the General Laws of the Commonwealth of Massachusetts which shall not be affected by subsequent disability or incapacity of the principal or lapse of time with full power and authority to do and perform all and every act, deed, matter and thing whatsoever in and about my estate, property, and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person if personally present, the above specifically enumerated powers being in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof; and hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

And I hereby declare that any act or thing lawfully done hereunder by my said attorney shall be binding on myself, and my heirs, legal and personal representatives, and assigns whether the same shall have been done before or after my death, or other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have be received by my said attorney.

If the above named **Barbara I. DeStefano** is unable or unwilling to act under this Power of Attorney, then **Debra Iuliano** is hereby empowered to act as my attorney with all the same powers as **Barbara I. DeStefano**.

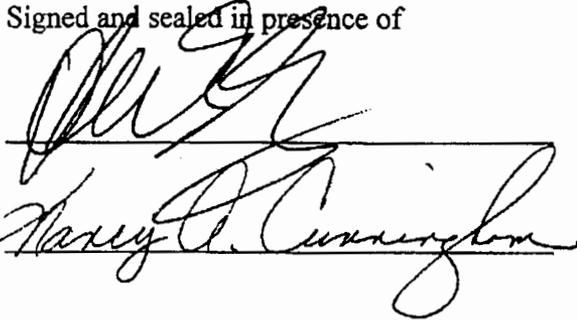
Initial: _____



UNIFORM DURABLE POWER OF ATTORNEY

In Witness Whereof, I have hereunto set my hand and seal this 5th day of July in the year of our Lord Two Thousand Twelve.

Signed and sealed in presence of


Nancy A. Cunningham


Anthony R. DeStefano

Commonwealth of Massachusetts

Middlesex, ss.

On this 5th day of July, 2012, before me, the undersigned notary public, personally appeared Anthony R. DeStefano, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.




Herbert W. Boudreau, Jr., Notary Public
My commission expires March 3, 2017

UNIFORM DURABLE POWER OF ATTORNEY

Know All Men by These Presents

That I, **Barbara I. DeStefano**, have constituted, ordained, and made, and in my stead and place put, and by these presents do constitute, ordain, and make, and in my stead and place put **Anthony R. DeStefano** to be true, sufficient, and lawful Attorney with this power of attorney which shall not be affected by subsequent disability or incapacity of the principal for and in my name and stead, and to his/her use:

(1) To buy, receive, lease, accept, or otherwise acquire; to sell, convey, mortgage, hypothecate, pledge, quitclaim, or otherwise encumber or dispose of or to contract or agree or the acquisition, disposal or encumbrance of any property whatsoever and wheresoever situated, be it real, personal or mixed, or any custody, possession, interest, or right therein or pertaining thereto, upon such terms as my said attorney shall think proper, including to himself/herself;

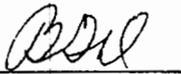
(2) To take, hold, possess, invest, lease, or let, or otherwise manage any or all of my real, personal, or mixed property, or any invest therein; to eject, remove, or relieve tenants or other persons from, and recover possession of such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify, or improve the same or any part thereof;

(3) To make, do, and transact all and every kind of business of any nature or kind whatsoever, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes, and obligations, which may now or hereafter be due, owing, or payable by me or to me;

(4) To make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, hypothecations, checks, notes, bonds, vouchers, receipts, and such other instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in the premises;

(5) To deposit and withdraw for the purposes hereof, in either my said attorney's name or my name or jointly in both our names, in or from any banking institution, any funds, negotiable paper, or monies which may come into my said attorney's hands as such attorney or which I now or hereafter may have on deposit or be entitled to;

(6) To institute, prosecute, defend, compromise, arbitrate, and dispose of legal, equitable or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation in connection with the premises;

Initial: 

UNIFORM DURABLE POWER OF ATTORNEY

Page 2

(7) To act as my attorney or proxy in respect to any stocks, shares, bonds, or other investments, rights, or interests, I may now or hereafter hold; may now or hereafter hold;

(8) To engage and dismiss agents, counsel, and employees, and to appoint and remove at pleasure any substitute for, or agent of my said attorney, in respect to all or any of the matters or things herein mentioned and upon such terms as my attorney shall think fit;

(9) To prepare, execute and file federal or state income, gift, or other tax returns and other real and personal property tax returns or statements and to pay or compromise any or all such taxes or apply for and collect any refunds due; to make any tax elections on my behalf or which I am entitled to make.

(10) To create, amend or terminate one or more trusts, partnerships, corporations, co-tenancies or any other form of ownership for the purpose of dealing with any property or property interest of any nature that I may have or hereafter acquire, under such terms and with such provisions as my attorney deems in the best interests of myself and my family. In this regard, the fact that my said attorney may be a remainderman, partner, shareholder or a beneficiary of any such entity in connection with any such transfer hereunder shall not affect the validity thereof, nor, by itself, constitute a breach of his(her) fiduciary duty hereunder; to transfer any or all property, tangible, intangible or real, in which I may have any interest, into a trust or trusts, whether created by me or by my said attorney on my behalf, and whether or not such trusts were created before or after the execution of this durable power of attorney, or to any other form of entity or ownership, including any form of co-tenancy.

(11) To make outright, or in trust, gifts of my property to or for the benefit of such persons as, in the opinion of my said attorney, would be the donees I might choose, having in mind the resources, both public and private, available for my care after the making of such gifts, and having in mind the objective of preserving the largest amount of my property for my family as a whole. Notwithstanding the foregoing, any gifts that are made to my attorney hereunder pursuant to the foregoing power, or to my attorney's creditors, my attorney's estate, or the creditor's of my attorney's estate, shall not exceed the lesser of \$13,000.00 or five percent of all assets subject to this power in a given calendar year, on a non-cumulative basis.

(12) To establish and contribute to any form of so-called retirement plan for my benefit, including but not limited to Individual Retirement Accounts, Keogh plans, and any other form of pension or employee benefit plan; to change beneficiaries of my account in any such plan, designating such beneficiaries as my attorney determines to be consistent with my wishes; to borrow against or withdraw from my plan accounts on such terms as my attorney deems appropriate; to

Initial:

BAD

UNIFORM DURABLE POWER OF ATTORNEY

Page 3

select any form of payment option or to modify options I may have payments on my behalf and to "roll-over" any such benefits on my behalf.

(13) Any party dealing with my said attorney hereunder, may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of my said attorney as to any action taken hereunder. In this regard, no person who may in good faith act in reliance upon the representations of my attorney or the authority granted hereunder shall incur any liability to me or my estate as a result of such act.

(14) In the event a petition is filed in any court for the appointment of a guardian or a conservator to care for me or my estate, then I nominate **Anthony R. DeStefano** as such appointee. In the event that **Anthony R. DeStefano** is not able to serve, then I nominate **Debra Iuliano** in **Anthony R. DeStefano's** stead. Nothing in this part shall be construed as a direction that such a petition be filed or such appointment be made, and it is my express wish that such action be taken only when and if absolutely necessary. Any person nominated herein may serve as guardian or a conservator without bond and in case a bond is required, without surety.

Giving and Hereby Granting unto my said attorney a **Uniform Durable Power of Attorney** pursuant to Chapter 190B of the General Laws of the Commonwealth of Massachusetts which shall not be affected by subsequent disability or incapacity of the principal or lapse of time with full power and authority to do and perform all and every act, deed, matter and thing whatsoever in and about my estate, property, and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person if personally present, the above specifically enumerated powers being in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof; and hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

And I hereby declare that any act or thing lawfully done hereunder by my said attorney shall be binding on myself, and my heirs, legal and personal representatives, and assigns whether the same shall have been done before or after my death, or other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have be received by my said attorney.

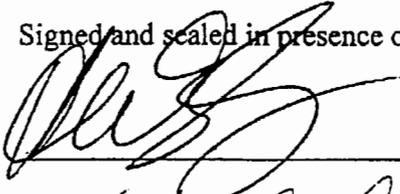
If the above named **Anthony R. DeStefano** is unable or unwilling to act under this Power of Attorney, then **Debra Iuliano** is hereby empowered to act as my attorney with all the same powers as **Anthony R. DeStefano**.

Initial: *BD*

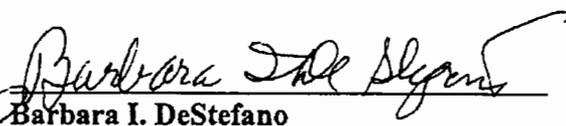
UNIFORM DURABLE POWER OF ATTORNEY

In Witness Whereof, I have hereunto set my hand and seal this 5th day of July in the year of our Lord Two Thousand Twelve.

Signed and sealed in presence of



Nancy A. Cunningham



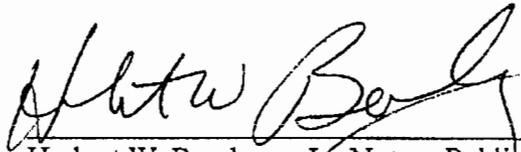
Barbara I. DeStefano

Commonwealth of Massachusetts

Middlesex, ss.

On this 5th day of July, 2012, before me, the undersigned notary public, personally appeared **Barbara I. DeStefano**, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



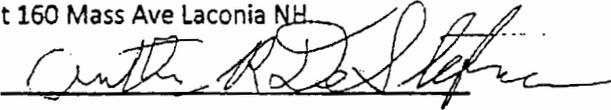


Herbert W. Boudreau, Jr., Notary Public
My commission expires: March 3, 2017

February 10, 2016

Our daughter Debra Iuliano has been granted Uniform Durable Power of Attorney to handle the matter of our lease located at 160 Mass Ave Laconia NH

Anthony R DeStefano

A handwritten signature in cursive script, appearing to read "Anthony R DeStefano", written over a horizontal line.

Barbara I DeStefano

A handwritten signature in cursive script, appearing to read "Barbara I DeStefano", written over a horizontal line.

Giving and Hereby Granting unto my said attorney a **Uniform Durable Power of Attorney** pursuant to Chapter 190B of the General Laws of the Commonwealth of Massachusetts which shall not be affected by subsequent disability or incapacity of the principal or lapse of time with full power and authority to do and perform all and every act, deed, matter and thing whatsoever in and about my estate, property, and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person if personally present, the above specifically enumerated powers being in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof; and hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

And I hereby declare that any act or thing lawfully done hereunder by my said attorney shall be binding on myself, and my heirs, legal and personal representatives, and assigns whether the same shall have been done before or after my death, or other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have be received by my said attorney.

If the above named **Barbara L. DeStefano** is unable or unwilling to act under this Power of Attorney, then **Debra Iuliano** is hereby empowered to act as my attorney with all the same powers as **Barbara L. DeStefano**.

UNIFORM DURABLE POWER OF ATTORNEY

Page 3

select any form of payment option or to modify options I may have payments on my behalf and to "roll-over" any such benefits on my behalf.

(13) Any party dealing with my said attorney hereunder, may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of my said attorney as to any action taken hereunder. In this regard, no person who may in good faith act in reliance upon the representations of my attorney or the authority granted hereunder shall incur any liability to me or my estate as a result of such act.

(14) In the event a petition is filed in any court for the appointment of a guardian or a conservator to care for me or my estate, then I nominate **Anthony R. DeStefano** as such appointee. In the event that **Anthony R. DeStefano** is not able to serve, then I nominate **Debra Iuliano** in **Anthony R. DeStefano's** stead. Nothing in this part shall be construed as a direction that such a petition be filed or such appointment be made, and it is my express wish that such action be taken only when and if absolutely necessary. Any person nominated herein may serve as guardian or a conservator without bond and in case a bond is required, without surety.

Giving and Hereby Granting unto my said attorney a **Uniform Durable Power of Attorney** pursuant to Chapter 190B of the General Laws of the Commonwealth of Massachusetts which shall not be affected by subsequent disability or incapacity of the principal or lapse of time with full power and authority to do and perform all and every act, deed, matter and thing whatsoever in and about my estate, property, and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person if personally present, the above specifically enumerated powers being in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof, and hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

And I hereby declare that any act or thing lawfully done hereunder by my said attorney shall be binding on myself, and my heirs, legal and personal representatives, and assigns whether the same shall have been done before or after my death, or other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have been received by my said attorney.

If the above named **Anthony R. DeStefano** is unable or unwilling to act under this Power of Attorney, then **Debra Iuliano** is hereby empowered to act as my attorney with all the same powers as **Anthony R. DeStefano**.

Initial: *BS*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance-Meredith 45 NH Route 25 Meredith NH 03253	CONTACT NAME: Madelyn Cancel	
	PHONE (A/C, No, Ext): (603) 279-8122	FAX (A/C, No): (603) 279-8876
E-MAIL ADDRESS: mcancel@crossagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Frankenmuth		13986
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		
INSURED Destefano Family Trust c/o Deb Iuliano 9 Seneca Road Winchester MA 01890		

COVERAGES CERTIFICATE NUMBER: CL1573046344 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPP6061463	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to policy for exclusionary endorsements and special provisions. Certificate Holders are listed as Additional Insureds as noted below: The State of New Hampshire and Plymouth & Lincoln Railroad are named as Additional Insureds with respect to General Liability arising from the use and/or occupation of State-Owned premises under the Lease Agreement between the State and the Named Insureds.

CERTIFICATE HOLDER The State of New Hampshire and Plymouth & Lincoln Railroad PO Box 483 Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Madelyn Cancel/MD3 <i>Madelyn Cancel</i>

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Serial 912
A2



LRCP 15-026

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-8161

MICHAEL W. RANE, MPA
Deputy Legislative Budget Assistant
(603) 271-8161

State of New Hampshire

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

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

May 28, 2015

Shelley Winters, Administrator
Department of Transportation
Bureau of Rail and Transit
John O. Morton Building
Concord, New Hampshire 03301

Dear Ms. Winters,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 228:57-a, II, on May 27, 2015, approved the request of the Department of Transportation, Bureau of Rail and Transit, to retroactively renew a lease for an additional five (5) year period, effective May 1, 2015, for 50 feet of railroad frontage along Paugus Bay for a private, non-commercial dock with pedestrian at-grade and electrical utility crossings on the State-owned Concord to Lincoln railroad corridor in Laconia to Anthony and Barbara DeStefano at \$33.05 per linear foot per year, for the lease fee of \$1,652.50 per year, plus \$100.00 per year for the private pedestrian at-grade and electric utility crossings, for a total of \$1,752.50 per year for five years, with no Administrative Fee, subject to the conditions as specified in the request dated May 14, 2015.

Previous lease approval was granted by the Long Range Capital Planning and Utilization Committee (LRCP 10-013) on April 13, 2010.

Sincerely,

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

New Hampshire Council on Resources and Development

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



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

MEMORANDUM

TO: Acting Commissioner William Cass
Department of Transportation

FROM: Susan Slack, Principal Planner *Susan Slack*
NH Office of Energy and Planning

DATE: May 14, 2015

SUBJECT: Surplus Land Review, SLR 15-005 (A-H) - Laconia

On May 14, 2015, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application from the Department of Transportation:

Request to renew leases for water frontage for eight individual parcels abutting railroad land at the end of Massachusetts Avenue in Laconia to permit use and maintenance of pedestrian crossings, docks and waterfront access on Lake Winnepesaukee, pursuant to RSA 228:57-a.

CORD members voted to RECOMMEND APPROVAL OF SLR 15-005 as submitted.

cc: Louis Barker, Railroad Planner, NH Department of Transportation
Meredith Hatfield, Director, NH Office of Energy and Planning
Rep. Gene Chandler, Chair, Long Range Capital Planning and Utilization Committee

DeStefano, LACONIA
DOCK LEASE, PEDESTRIAN AND UTILITY CROSSING OF STATE OWNED RAILROAD
SHORE FRONT PROPERTY
(RSA 228:57-A)

May 14, 2015

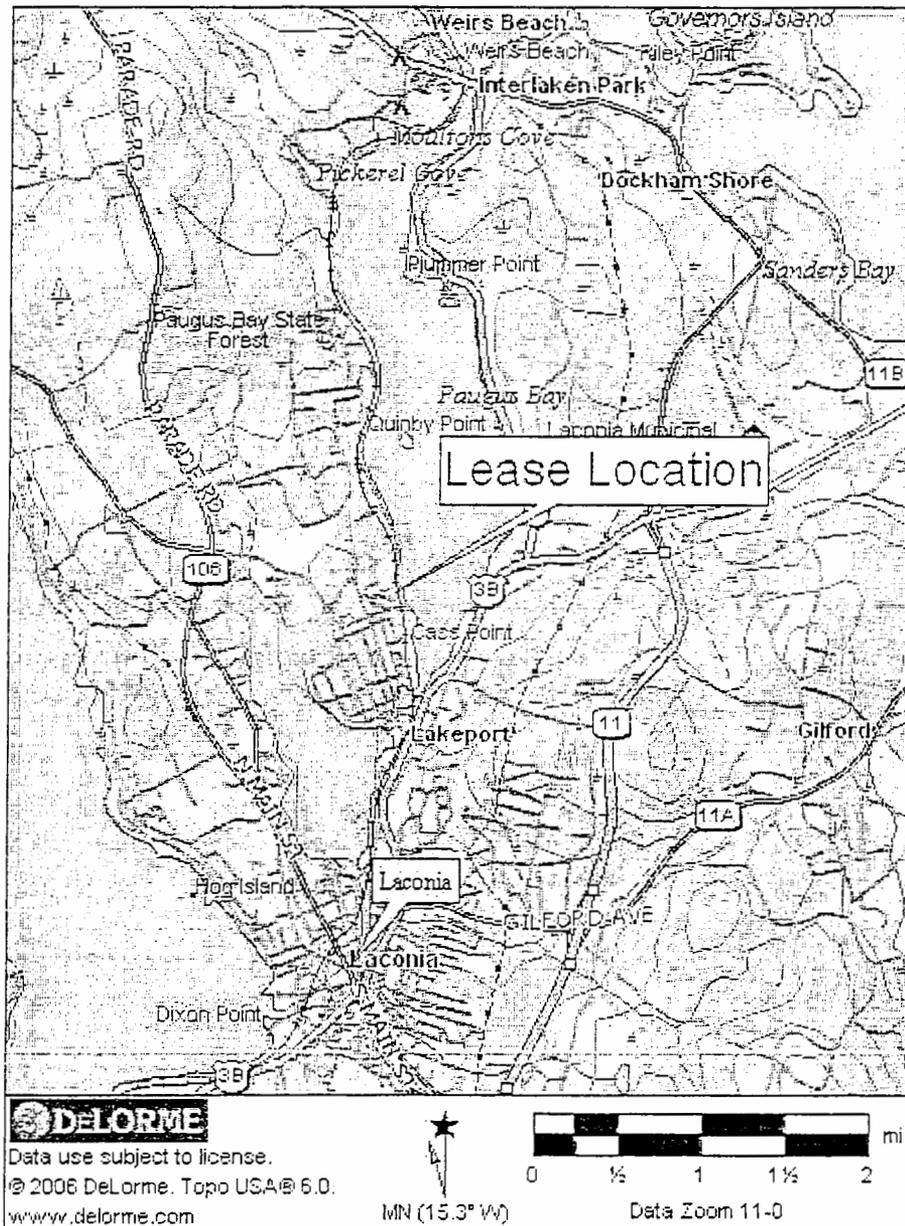


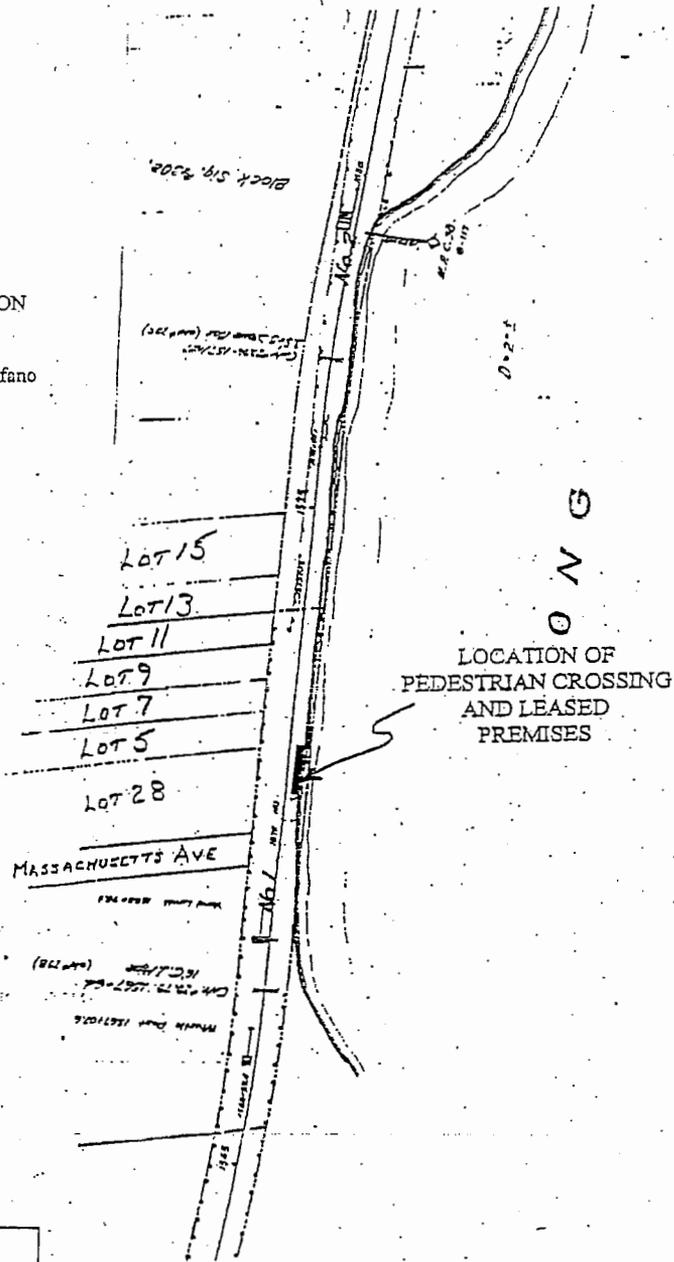
EXHIBIT A

NEW HAMPSHIRE DOT
LEASED TO ANTHONY DESTAFANO
RAILROAD VALUATION MAP 21/66
ENGINEERING STATION 1570+60

LEASED AREA

EXHIBIT A

NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT
FILE NO. 690
LEASED TO Anthony & Barbara DeStefano
V21/66, Station 1570+60
50 +/- LF. FT.



LEASE AREA, 50 LF

Initial *ARD*

LOCATION OF PEDESTRIAN CROSSING, ELECTRICAL UTILITY CROSSING ENGINEERING STATION 1570+85