



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Rail and Transit
September 14, 2018

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

REQUESTED ACTION

Pursuant to RSA 4:40 and 228:57 authorize the Department of Transportation to lease a 3,900 square foot parcel of State-owned land located on the Manchester & Lawrence Railroad corridor in the City of Manchester to the Redimix Companies, Inc. for five years for a total of \$5,000.00 (\$1,000.00 per year) and one-time administrative fee of \$1,100.00, effective upon Governor and Executive Council approval.

Rental income to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 19</u>
Administrative Fee	\$1,100.00
04-096-096-960010-2991-403532	<u>FY 19</u>
Lease of Railroad Property	\$1,000.00
(20% of \$5,000)	
04-096-096-963515-3054-401771	<u>FY 19</u>
Consolidated Federal Aid	\$4,000.00
(80% of \$5,000)	

EXPLANATION

The Department of Transportation received a request from the Redimix Companies, Inc. to lease a 3,900 square foot parcel of the State-owned railroad corridor that is currently under an agreement with the City of Manchester for future trail development. The City of Manchester Planning Board is aware of the proposal and consulted with the Department regarding a review of plans for improvement of the abutting property prior to the request to lease state-owned railroad property. The Department proposes to lease the parcel of railroad property to the Redimix Companies, Inc. A provision is included in the proposed lease relative to the removal or modification of the facility if necessary for future restoration of railroad service.

Redimix Companies' concrete batch plant and approach to its dispensing hopper abut the state-owned railroad property and, due the limited size and topography of their property, the area subject to the proposed lease is currently utilized by loaded concrete trucks to bypass the hopper and the retaining wall

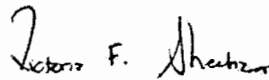
supporting it and is actually encroaching on state-owned railroad property. As the encroachment did not impact railroad operations prior to abandonment of rail service at this location, and will not impact future transportation or recreational use, the Department requests authorization to enter into a lease agreement with Redimix Companies, Inc. to formalize this use and provide indemnification to the State. The proposed dimensions are 500+/- lf by an average width of 7.8 feet and the parcel is located to the side of the corridor.

RSA 228:57 allows the Department to sell or lease portions of a railroad corridor no longer needed by the State.

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 Long Range Capital Planning and Utilization Committee approved the lease on June 6, 2018.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan
Commissioner

Attachments

LEASE

THIS LEASE, made and entered into between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and Redimix Companies, Inc., 3 Eastgate Park Road, Belmont, NH 03220, 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.

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 Manchester on the State-owned Manchester and Lawrence railroad corridor at approximate Engineering Station 2764+50 - 2771+00+/-, as shown on the attached Railroad Valuation Section - 10, Sheet 23 M&L Branch (EXHIBIT A).

2. TERM

2.01 The term of this lease shall begin on the 1 day of July, 2018, or upon approval by the Governor and Executive Council, whichever is later, and shall end five years after the effective date, unless terminated sooner in accordance with Condition 17.01 or 17.02.

2.02 The TENANT shall notify the LANDLORD within one hundred and twenty (120) 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) 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.

Initial LD

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 Manchester 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 (\$1,000.00) dollars per year, payable in advance, due upon the 1st day of July 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 fifty (\$50.00) 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 retaining wall and truck access way for the concrete batch plant on abutting property, 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 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 demised 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 The TENANT agrees that it is liable for the cost of all work performed on the premises and that any such work shall be performed according to the attached Prosecution of Work dated June 8, 2018 (Exhibit B), and at a time and under conditions acceptable to State. Such liability shall include the cost of all on-site inspectors or other representatives of the State, if such individuals are necessary in the sole judgment of the State. At no time shall any work interfere with the use of the Corridor by the State, its lessees or assigns. The

Initial LM

TENANT is solely responsible for the presence of its equipment on the premises or in the Railroad Corridor.

- 5.03 No employee, 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 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.

- 6.02 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 excepted. 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.

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

Initial LM

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 an 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 or LANDLORD's performance of their duties to the public. The TENANT further acknowledges that the installation and use of the facility by the TENANT will expose the LANDLORD and the Railroad to additional liability to which they would not otherwise be exposed. Accordingly, the TENANT agrees that neither the LANDLORD nor the Railroad 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, 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,

Initial LM

maintenance, installation, removal or existence of this facility, regardless of any negligence on the part of the LANDLORD, the Railroad 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 City of Manchester as additional named insureds.

13.01.1 Commercial General Liability:

\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

13.01.2 Comprehensive Automobile Liability:

\$500,000.00 combined single limit

13.02 The TENANT shall maintain Worker's Compensation Insurance or Pooled Risk Management Coverage in the amount as required by current State Statute.

13.03 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 the City of Manchester as additional named insureds.

13.04 Procurement and delivery of a certificate indicating such insurance acceptable to the State is a condition precedent to the effectiveness of this Agreement. Nothing contained herein shall be construed as a waiver of sovereign immunity.

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

Initial LM

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 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

Initial LM

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.

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.

To NHDOT/Landlord:

NH Department of Transportation
Bureau of Rail & Transit
PO Box 483
Concord, NH 03302-0483

Attention: Louis A. Barker
Railroad Planner

To the Lessee:

Redimix Companies, Inc.
3 Eastgate Park Road
Belmont, NH 03220

Attention: Mr. Larry Major
Manager

Initial LM

- 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.

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

TENANT: REDIMIX COMPANIES INC ^{LM} ^{JRS} 10/16/18
~~THE INDUSTRIES~~

By: [Signature]

Date: 7/13/18

Print Name and Title Larry Major Jr
Land Manager

STATE OF NH
COUNTY OF Belknap

On, July 3, 2018 before the undersigned officer personally appeared Larry Major Jr known to me (or satisfactorily proven) to be the Land Manager 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.

7/13/18
Date

Kay Williams
Notary Public

KAY M. WILLIAMS, Notary Public
State of New Hampshire
My Commission Expires May 18, 2021

LANDLORD:
STATE OF NEW HAMPSHIRE
Department of Transportation

By: [Signature]
Commissioner

Approved by Attorney General this 1 day of Nov, 2018, as to form and execution.

By: Alvin B. Greenstein
Assistant Attorney General

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

ATTEST: _____
Secretary of State

Approved by Long Range Capital Planning and Utilization Committee on June 6, 2018.

Initial LM

June 8, 2018

PROSECUTION OF WORK ON NH DOT RAILROAD PROPERTY**DESCRIPTION OF WORK**

The work on this project entails the use and maintenance of existing access road and concrete block wall on a parcel of State-owned railroad property for a concrete batch plant adjacent to the Manchester & Lawrence Railroad Corridor in Manchester, New Hampshire. The State of New Hampshire Bureau of Rail & Transit will meet with the Tenant on site to determine the exact location and extent of repairs or replacement of the facilities within the railroad corridor.

RAILROAD OWNER AND CORRIDOR USERS

The Tenant shall coordinate any maintenance or repair work on this project with the Railroad Owner, City and AT&T. The railroad corridor is owned by the State of New Hampshire.

State of New Hampshire Department of Transportation (Railroad Owner)

Mr. Louis A. Barker
Bureau of Rail & Transit
PO Box 483
Concord, New Hampshire 03302
Tel. (603) 271-2425

City of Manchester (Engineering Manager)

Mr. Todd Conners
475 Valley Street
Manchester, New Hampshire 03103
Tel. (603) 624-5356

CORRIDOR ACCESS & UTILITY COORDINATION

All work performed by the Tenant on NH DOT Railroad property shall be coordinated with the State of New Hampshire Bureau of Rail & Transit and the City Engineering Manager. The Tenant shall furnish to the Railroad Owner the name of a designated contact person responsible for handling this project and railroad property related issues. The Tenant must contact the NH DOT (603-271-2468), AT&T and City Engineering Manager (603) 624-5356 a minimum of three (3) days before any proposed excavation within NH DOT railroad property

EXHIBIT B

RIGHT-OF-WAY AND PROTECTION OF PROPERTY

The Tenant shall not modify the Railroad property in any way other than shown on the Existing Condition Plan, 89 Calef Road, Manchester, New Hampshire, Owned by Redimix Companies, Inc. prepared by TFM dated September 8, 2017 and as described in this Prosecution of Work without the written permission of the NH DOT Bureau of Rail & Transit.

CONSTRUCTION REQUIREMENTS

Specifically, the following shall apply:

1. Prior to beginning work, the Tenant shall notify the Railroad Owner (Tel. 271-2425) of their proposed schedule of work if on the railroad property and provide the name of the Contact Person for the Project.
2. The Tenant shall be responsible for contacting Dig Safe (1-888-344-7233) prior to beginning any excavation work on NH DOT Railroad property. Note: The Bureau is aware that an AT&T fiber optic facility is located in the railroad alignment adjacent to the proposed lease area. Contact AT&T to confirm location and coordinate work adjacent to its facilities.
3. The Bureau of Rail & Transit will meet with the Tenant on site prior to the beginning of work to locate the existing drainage facilities on State Railroad property.
4. No work shall be performed within the NH DOT railroad corridor other than the clearing and grubbing, drive and wall repair, loaming and seeding related to the Concrete facility. All materials, supplies, equipment and waste materials shall be stored and stockpiled off of NH DOT railroad property.
5. All trees and grubblings removed for the facility maintenance shall be disposed of off of NH DOT property. No trees shall be replaced on NH DOT property.
6. All surplus excavated material shall be removed from NH DOT property, unless directed otherwise by the Bureau of Rail & Transit.
7. All disturbed areas shall be covered with topsoil and seeded, with the exception of the sloped areas that shall be covered with 6" rip rap installed 12' deep. The ground in the area of the catch basins and culverts shall be regraded to its original contours.
8. At no time shall the Tenant's equipment enter onto or cross the rail alignment outside of the demised premises without the prior approval of the Bureau of Rail & Transit.
9. The Tenant will be billed for the cost of repairing or replacing any railroad property, including rail corridor drainage damaged or disturbed by them during the use of the facility.
10. The Tenant shall clean up their work area and return it to its original condition upon completion of their work, including all necessary seeding and ground restoration. The Tenant shall ensure that the ditch and drainage on the both sides of the railroad corridor is restored to its original condition and grade after their work is complete. The Tenant shall install siltation fencing around all loamed areas to prevent siltation onto State Railroad property.
11. The New Hampshire Bureau of Rail & Transit will inspect the work during any repair or reconstruction on State Railroad property and upon completion of the work. The Tenant shall be responsible for all costs to repair damage caused by them to existing surface, slopes or other portions of the NH DOT railroad property.

State of New Hampshire

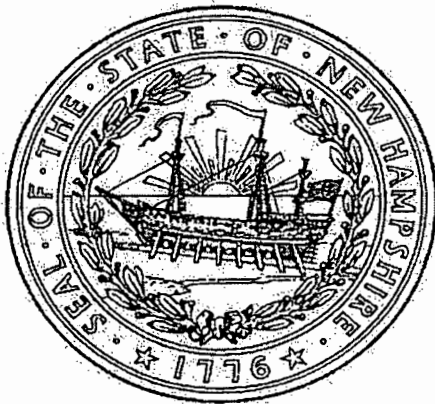
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that REDIMIX COMPANIES, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on January 12, 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: 550210

Certificate Number: 0004131115



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of July A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Deborah A. Keith, ^{Asst. Secretary}~~Clerk~~, hereby certify that I am the duly elected ~~Clerk~~ of the Redimix Companies, Inc., 3 Eastgate Park Road, Belmont, NH 03220.

I hereby certify that Larry Major is the Land Mgr. of the Redimix Companies, Inc. and is empowered to execute a Lease Agreement with the State of New Hampshire will shall allow the Redimix Companies, Inc. to lease a portion of the State-owned Manchester & Lawrence Railroad Corridor in Manchester, NH.

I certify that the above has not been amended or repealed and remains in force and effect as of July 3, 2018.

Attested:

7/03/18
Date

Deborah A. Keith
Deborah A. Keith, ^{Clerk}~~Asst. Secretary~~
(Print Name)

CORPORATE SEAL

STATE OF NH
COUNTY OF Belknap

On, July 3, 2018, before the undersigned officer personally appeared Deborah A. Keith known to me (or satisfactorily proven) to be the Asst Secretary 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.

7/3/18
Date

Kay Williams
Notary Public

KAY M. WILLIAMS, Notary Public
State of New Hampshire
My Commission Expires May 18, 2021

Initial WM



PIKE INDUSTRIES, INC.

3 Eastgate Park Road • Belmont, New Hampshire 03220 • (603) 527-5100

AN EQUAL OPPORTUNITY EMPLOYER

ESTABLISHED 1872

CHRISTIAN ZIMMERMANN
PRESIDENT

DELEGATION OF AUTHORITY

The undersigned, acting in his capacity as President of Pike Industries, Inc., a Delaware corporation, hereby delegates to Larry Major, Corporate Land Manager of Pike Industries, Inc., Redimix Companies, and Morse Ready Mix, the power and full authority to sign on behalf of the Companies in regards to land management and credit issues.

The undersigned hereby ratifies and confirms any and all acts of Larry Major in the exercise of the authority granted hereunder prior to the date hereof.

IN WITNESS WHEREOF, we hereunto set our hands effective this 16th day of October, 2018.

Christian Zimmermann
President

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

I, a Notary Public of the County and State aforesaid, certify that Christian Zimmermann, President of Pike Industries, Inc., a Delaware corporation, personally appeared before me this day and acknowledged that he voluntarily signed the foregoing document, with full authority, for the purposes stated therein and in the capacity indicated.

Notary Public

Notary's printed name: Deborah A. Keith

11/08/22

My commission expires



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2018

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 have ADDITIONAL INSURED provisions or 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 Liberty Mutual Insurance Co. National Insurance East
2000 Westwood Dr.
Wausau, WI 54401

CONTACT NAME: Valerie Reece
PHONE (A/C, No, Ext): 513-867-3822 FAX (A/C, No):
E-MAIL ADDRESS: CMeCertProduction@libertymutual.com

INSURER(S) AFFORDING COVERAGE NAIC #

INSURER A: Liberty Mutual Fire Insurance Company 23035

INSURER B: Liberty Insurance Corporation 42404

INSURER C:

INSURER D:

INSURER E:

INSURER F:

www.LibertyMutual.com

INSURED Redimix Companies, Inc. (023-BEL)
3 Eastgate Park Road
Belmont NH 03220

COVERAGES

CERTIFICATE NUMBER: 43756369

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 SUBR INSD WYD	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 <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	TB2-C81-004095-118 XCU Coverage Included	9/1/2018	9/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	AS2-C81-004095-128 AS2-C81-054502-528 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2018 9/1/2018	9/1/2019 9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WA7-C8D-004095-028 All except OH, ND, WA, WY WC7-C81-004095-018 WI, MN	9/1/2018 9/1/2018	9/1/2019 9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of New Hampshire is named as additional insured with respect to liability arising from the use and/or occupation of State-owned premises under this Temporary Use Agreement between the State and the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

NH Dept of Transportation
Bureau of Rail & Transit
PO Box 483
Concord NH 03302

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

Valerie Reece

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



RECEIVED

JUN 07 2018

RAIL & TRANSIT

LRCPL 18-020

MICHAEL W. KANE, MPA
Legislative Budget Assistant
(603) 271-3161

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

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

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

June 6, 2018

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 4:40, on June 6, 2018, approved the request of the Department of Transportation, Bureau of Rail and Transit, to lease an approximately 3,900 square foot (.09 acres) parcel on the State-owned Manchester and Lawrence Railroad corridor in the City of Manchester to Redimix Companies, for \$1,000 per year for five (5) years, with a five-year renewal provision, and a one-time \$1,100 Administrative Fee, subject to the conditions as specified in the request dated May 16, 2018.

Sincerely,

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment

Cc: Louis Barker, Rail and Transit, Dept. of Transportation