



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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Beane

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 19, 2016

REQUESTED ACTION

Pursuant to RSA 228:57-a authorize the Department of Transportation to enter into a **retroactive** lease agreement with Ann and Dick Corr, PO Box 61, Lebanon, NH, in the amount of \$12,643.75 for the use of State-owned railroad property in Enfield, NH along Mascoma Lake 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	\$12,643.75

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 Ann and Dick Corr to lease 75 linear feet of frontage along Mascoma Lake on the State-owned Northern Railroad Line in Enfield. Ann and Dick Corr are the owners of an adjacent property and had a lease for a portion of the railroad property from July 1, 2010 to June 30, 2015. This agreement has been prepared consistent with RSA 228:57-a as enacted in 2010.

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

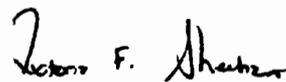
corridor for private, non-commercial use. This lease gives the lessee the right to cross the railroad corridor to access the lake and thereby request a permit for a dock or mooring field. The cost of a lease is calculated to be \$33.05 per linear foot per year as specified in RSA 228:57-a. The amount for the dock rights is \$2,478.75 and \$50.00 is assessed annually for the pedestrian crossing. The total annual lease fee for the subject parcel will be \$2,528.75 per year for a five year total of \$12,643.75.

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 Lakes Management Advisory Committee recommended for approval of the lease on September 22, 2006.

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 Ann and Dick Corr, PO Box 61 Lebanon NH 03766 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 railroad corridor including constructing improvements in the event of the reinstatement of railroad tracks, hereinafter called the "FACILITY".

WHEREAS, the State is the owner of a Railroad Corridor in the Town of Enfield, County of Grafton, State of New Hampshire. The State-owned Northern Railroad Corridor is used by the Department of Resources and Economic Development, Bureau of Trails (Trail Manager) under a Cooperative Agreement with the Department of Transportation.

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 Town of Enfield on the State-owned Northern Railroad Line and nearly opposite Engineering Station 3164+75 and 3165+50, as shown on the attached Railroad Valuation Section 32.1 Map 61 (EXHIBIT A).
- 1.02 The Landlord grants to the Tenant permission to cross a portion of the State-owned Northern Railroad corridor to: construct, use, maintain, and reconstruct a private pedestrian crossing within the right-of-way near approximate Valuation Station 3165+00, Section 32.1 Map 61 (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.
- 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

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2015 DOCK LEASE

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 Town of Enfield 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 Two Thousand, Four Hundred, Seventy Eight Dollars and Seventy Five Cents (\$2,478.75) per year, plus Fifty Dollars (\$50.00) for a total of Two Thousand, Five Hundred, Twenty Eight Dollars (\$2,528.75) per year for a private pedestrian grade crossing payable in advance, due on July 1 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 and boat mooring 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 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

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2015 DOCK LEASE

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 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 potential railroad restoration or trail use by the State, its lessees or assigns. In the event of the restoration of railroad service the TENANT shall construct a suitable FACILITY as necessary for a private crossing of an active railroad and the conditions at that time.
- 6.02 In the event of railroad restoration 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. 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 in the event of the restoration of rail service 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 installations require such modifications.
- 6.04 In the event of the restoration of rail service 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 Railroad Operator's current fee and wage structure will be used for all services rendered by the Railroad Operator.

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2015 DOCK LEASE

- 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 State by contacting Bureau of Rail & Transit personnel at (603) 271-2468 and Department of Resources and Economic Development, Bureau of Trails (603) 271-3254 respectively and giving them a minimum of 48 hours advance notice of the work to be performed in the area so that the Trail Manager and inspectors can schedule trail related work around the construction. For the purpose of any and all work the TENANT cannot enter onto the State owned Railroad Corridor at any time without first obtaining authorization from the State and the Trail Manager.
- 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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2015 DOCK LEASE

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 including State crossing fees for utility installations.

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 Trail Manager or the LANDLORD's performance of their duties to the public.

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2015 DOCK LEASE

The TENANT further acknowledges that the installation and use of the facility by the TENANT will expose the LANDLORD and the Trail Manager to additional liability to which they would not otherwise be exposed. Accordingly, the TENANT agrees that neither the LANDLORD nor the Trail Manager 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 the Trail Manager, 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 part of the LANDLORD, the Trail Manager 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 as additional named insured.

- 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 as additional named insured.
- 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 is 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 Trail Manager as additional insureds.
 - 13.04.1 Comprehensive Automobile Liability: \$500,000.00 combined limit
 - 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

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2015 DOCK LEASE

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 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

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2015 DOCK LEASE

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.

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.

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2015 DOCK LEASE

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

PERMITTEE

By: Ann Corr

Date: 1/13/16

Print Name and Title ANN CORR TENANT

STATE OF NH
COUNTY OF GRAFTON

On, 13th of Jan. 2016, before the undersigned officer personally appeared Ann Corr known to me (or satisfactorily proven) to be the tenant 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.
11/13/2016 Shawn W Barlow
Notary Public, State of New Hampshire
My Commission Expires Nov. 18, 2020

STATE

By: [Signature]
Commissioner

Date: 1/29/16

New Hampshire Department of Transportation

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on 2/3, 20 16.

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Assistant Attorney General

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

ATTEST: _____
Secretary of State

Recommended by New Hampshire Lakes Management Advisory Committee on September 22, 2006.

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

Initial JCC

2015 DOCK LEASE

- 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.

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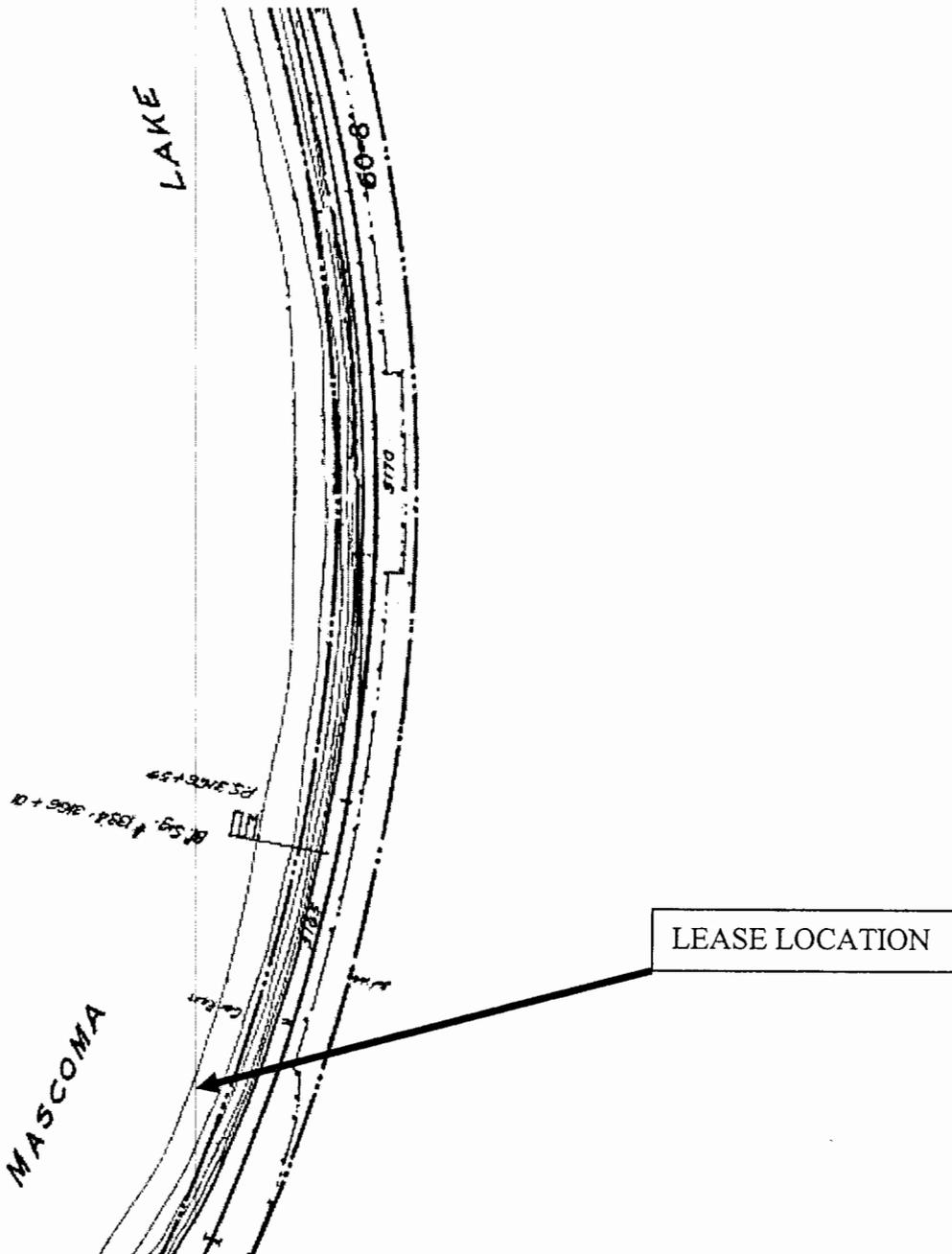
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2015 DOCK LEASE

LEASED AREA

EXHIBIT A

NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT
FILE NO. 1072
LEASED TO Ann & Dick Corr
V32.1/61, Station 3164+75 to 3165+50+/-
75 Linear. FT.



Initial *RC*

2015 DOCK LEASE

CERTIFICATE OF VOTE

If necessary (Association/Trust/LLC)

CORPORATE SEAL

Also, must be notarized.

CERTIFICATE OF GOOD STANDING

If necessary (Association/Trust/LLC)

Initial 



LRCP 15-010

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, 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

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 renew a lease for an additional five (5) year period, effective July 1, 2015, for 75 feet of railroad frontage along Mascoma Lake for a private, non-commercial dock with a pedestrian grade crossing on the State-owned Northern Railroad corridor in Enfield to Ann and Dick Corr at \$33.05 per linear foot per year, for the lease fee of \$2,478.75 per year, plus \$50.00 per year for a private pedestrian grade crossing, for a total of \$2,528.75 per year for five years, with no Administrative Fee, subject to the conditions as specified in the request dated April 8, 2015.

Previous lease approval was granted by the Long Range Capital Planning and Utilization Committee (LRCP 10-010) on April 13, 2010.

Sincerely,

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment



LAKES MANAGEMENT ADVISORY COMMITTEE
NH Lakes Management and Protection Program
New Hampshire Department of Environmental Services
6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095



September 28, 2006

Christopher Morgan, Administrator
Bureau of Rail and Transit, NH DOT
7 Hazen Drive
Concord, NH 03302-0483

RE: Lakes Management Advisory Committee Review of State-Owned Land
DOT 06-002, Corr Request, Enfield, NH - Reconsideration of March 2006 Decision

Dear Mr. Morgan:

As you know, pursuant to RSA 483-A:5 II of the New Hampshire Lakes Management and Protection Program Act, the Lakes Management Advisory Committee (LMAC) reviews state properties being considered for disposal. According to a letter dated April 21, 2006, DOT informed Ann and Richard Corr that their request to lease 75 feet of State-owned Northern Railroad corridor in Enfield on Mascoma Lake was denied by the LMAC.

On June 22, 2006 Ann Corr contacted Jacquie Colburn, Lakes Coordinator and requested that the LMAC reconsider its decision. Jacquie invited Ann to speak to the LMAC at its July 28, 2006 meeting. In the meantime, Lakes Management and Protection Program staff conducted a site visit with Ann and Richard Corr on July 19, 2006 and collected additional information regarding the property and the lake.

At the July 28, 2006 LMAC meeting, Jacquie Colburn reviewed the sequence of events, timeline, correspondence, and photos to date for the Corr request. Ann Corr distributed additional photos of the property and addressed the Committee. At the July meeting, the Corrs requested that the LMAC reconsider its March 2006 decision. After much discussion, the LMAC voted to table the Corrs' request until its September meeting. Please note that the LMAC did not meet in August 2006.

At its September 22, 2006 meeting, the LMAC voted (8-0) to take off the table for discussion and vote the question of whether or not to reconsider its March 2006 decision. After discussion and receiving additional information the LMAC voted (7-1) to reverse its March 2006 decision and to recommend the disposal to lease 75 linear feet of lakefront along Mascoma Lake to allow access across the State-owned railroad corridor for the construction and maintenance of a dock to access public waters.

If you have any questions regarding the LMAC decision of September 22nd, please don't hesitate to contact Jacquie Colburn, Lakes Coordinator at 603-271-2959 or jcolburn@des.state.nh.us.

Sincerely,

James F. Haney, Ph.D. Chair
NH Lakes Management Advisory Committee

cc: A. Chamberlin, Governor's Office
A. & R. Corr, Property Owners
Rep. G. Chandler, Chair, LRCF&UC
D. Forst, DES

NH FISH AND GAME COMMISSION - STATE CONSERVATION COMMITTEE
UNH SCIENTIFIC COMMUNITY - NH BUSINESS AND INDUSTRY ASSOCIATION - NH TRAVEL COUNCIL
MUNICIPAL CONSERVATION COMMISSION - MUNICIPAL PLANNING BOARD - ELECTED MUNICIPAL OFFICIAL
NH LAKES ASSOCIATION - CONSERVATION COMMUNITY - NH ASSOCIATION OF REALTORS - NH MARINE TRADES ASSOCIATION
NH FISH AND GAME DEPARTMENT - NH DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT - NH DEPARTMENT OF SAFETY
NH OFFICE OF STATE PLANNING - NH DEPARTMENT OF AGRICULTURE, MARKETS AND FOOD - NH DEPARTMENT OF TRANSPORTATION

