

445-alam



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Right-of-Way
October 13, 2021

REQUESTED ACTION

Pursuant to RSA 4:39-d, "Leasing of State-Owned Real Estate on Public Waters," authorize the New Hampshire Department of Transportation (Department) to **retroactively** lease 75 linear feet of shoreline along lake Winnepesaukee, adjacent to Route 11 in the Town of Alton, to Scott and Karen Taft (Lessee). The term of the lease will be five years, effective August 1, 2021 through July 31, 2026. The annual lease amount is \$2,622.75, effective upon Governor and Executive Council approval.

Lease income will be credited as follows:

04-096-096-962015-3028-406912	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
Rental Income	\$2,404.19	\$2,622.75	\$2,622.75
	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
	\$2,622.75	\$2,622.75	\$218.56

EXPLANATION

This request is **retroactive** to coincide with the signed lease terms.

As a result of the number of encroachments discovered along the NH Route 11 corridor in 2013, a reestablishment plan was developed and all abutters were notified of their encroachments. The Department has decided to enter into Lease Agreements with those land owners meeting statutory requirements.

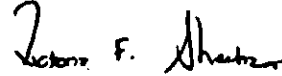
The taxes for the Alton Bay leases will be calculated by using the linear distance of frontage along the lake as outlined in RSA 228:57-a, IV. This calculation method was reviewed and supported by the Attorney General's Office, and is currently used by the Department's Bureau of Rail and Transit.

The Department received a request from the Lessee, to lease the subject property located in the Town of Alton.

On June 21, 2021, the Long Range Capital Planning and Utilization Committee granted approval (LRCP 21-023) to enter into Lease Agreements with property owners adjacent to NH Route 11 along Lake Winnepesaukee in the Town of Alton, valid for 5-year terms with the option of renewal at the end of the 5-year term.

The Department respectfully requests authorization to retroactively enter into a 5-year lease with the Lessees.

Sincerely,



Victoria F. Sheehan
Commissioner

VFS/SGL/lmw
Attachments

- LITTORAL RIGHTS LEASE -

between

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
"DEPARTMENT"**

AND

**Scott and Karen Taft
"TENANT"**

**for property located at
143 Mount Major Highway, Alton New Hampshire**

AUGUST 1, 2021 - JULY 31, 2026

Supplemental document checklist

- | | |
|-------------------------------------|----------------------------------|
| <input checked="" type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | Is A Renewal |
| <input type="checkbox"/> | DES Permit |
| <input checked="" type="checkbox"/> | Attachment "A" defining property |
| <input type="checkbox"/> | Amendment(s) |
| <u>CMW</u> | DOT Initials |

r 4/6/2021

LITTORAL RIGHTS LEASE

THIS LEASE AGREEMENT, made between The State of New Hampshire, Department of Transportation, hereinafter called the "Department," and **Scott and Karen Taft** hereinafter called the "Tenant."

WHEREAS the Department is the owner of land as identified on the State of New Hampshire Reestablishment Plan dated November 13, 2013, and recorded as Drawer L73-45, at the Belknap County Registry of Deeds.

WHEREAS Scott and Karen Taft agree(s) to enter into a lease agreement in accordance with RSA 4:39-d, the subject Lease being 75' of **shorefront** located directly across from **Parcel 17** shown on said plan, and also identified on **Alton Tax Map 36, Lot 20**, as depicted on exhibit A attached hereto, hereinafter called "the lot", and,

WHEREAS the Tenant has requested to lease the littoral rights to use said shoreline of the lot along Lake Winnepesaukee on an "as is", temporary basis,

NOW THEREFORE the Department is willing to comply with said request, provided that the Tenant, as a condition to the enjoyment of said littoral rights, joins in the execution of this Lease for the purpose of accepting each and every condition herein set forth during the term of this Lease.

1. IDENTIFICATION OF THE LEASED PROPERTY

- 1.1. 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 Department hereby leases to the Tenant the LITTORAL RIGHTS to the shoreline of Lake Winnepesaukee as depicted on Attachment A incorporated herein.

2. TERM

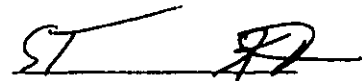
- 2.1. The term of this Lease shall begin on August 1, 2021 and shall end on July 31, 2026, unless terminated sooner in accordance with the provisions of this Lease.

3. RENT

- 3.1. Rent for the term of the Lease shall be **\$2,622.75** annually.
- 3.2. Rent is due annually, on or before August 1st, to the "TREASURER, STATE OF NH" and mailed to: **New Hampshire Department of Transportation, Bureau of Finance and Contracts, P.O. Box 483, Concord, NH 03302.**
- 3.3. If a check is returned unpaid for any cause within reasonable control of the Tenant, the Tenant agrees to pay an additional charge of \$50.00 to the Department and the Department will have the right to require any or all subsequent payments to be in the form of cash or money orders for the remaining term of the Lease.

r 4/6/2021

Tenant(s) Initials



3.4. Per RSA 72:23, l(b)(4), "Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Lease or agreement by the Lessor."

4. USE OF PREMISES

- 4.1. The temporary littoral rights are herein conveyed only for non-commercial, private uses. Any public and/or commercial uses are not permitted under this Lease.
- 4.2. The Tenant shall not use the littoral rights, or property in any manner that will disturb the peaceful enjoyment of others.

5. COMPLIANCE WITH LAWS

- 5.1. The Tenant shall comply with all the laws, ordinances, rules and orders of appropriate governmental authorities during the term of this Lease.

6. ASSIGNMENT AND SUBLETTING

- 6.1. The Tenant shall not assign, license, sublet, transfer, grant, or otherwise convey this Lease or any of the littoral rights associated with this Lease.

7. HOLDOVER BY THE TENANT

- 7.1. No holdover by the Tenant will be permitted. The Department and the Tenant must execute a new lease on or before expiration of an existing lease for the Tenant to remain in possession of the littoral rights.

8. DEFAULT

- 8.1. The Department 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.

9. TERMINATION OF LEASE FOR CAUSE

- 9.1. In the event the Tenant defaults in the payment of any installment of rent or other sum herein specified and such default continues for (seven) 7 days after written notice thereof, or if the Tenant defaults 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 thirty (30) days of written notice by the Department to the Tenant specifying such default and requiring it to be remedied then, and in such an event, the Department may terminate this Lease and the temporary littoral rights herein conveyed. Tenant hereby understands and agrees to forfeit any and all rents that have been prepaid if this Lease is terminated for cause.
- 9.2. Sale or transfer of the Tenant's abutting property, identified in the Alton tax records as **Map 36, Lot 20**, will be cause for termination of this Lease under paragraph 9.1 above.

- 9.3. The Department shall be entitled to recover incidental costs, attorney's fees, and court costs from the tenant if it becomes necessary for the Department to institute suit for eviction, damages, rental arrears, or violations of the terms of this Lease.

10. TERMINATION FOR CONVENIENCE

- 10.1. The Department may terminate the Lease at any time by giving at least a 90-day notice thereof in writing, and may take full, exclusive, and complete possession of the littoral rights hereby leased, at the end of said 90-day period with no further liability of any nature whatsoever to the Tenant for doing so. Should the Department terminate this Lease by giving the 90-day notice during any period for which rent has already been paid, the Department 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 retains said littoral rights.
- 10.2. The Tenant may terminate this Lease at any time by giving at least a 30-day notice in writing, specifying in said notice to day (and time of day) on which possession of the littoral rights will be surrendered. In the event that the Tenant shall terminate this Lease in accordance with the above provisions, Tenant hereby understands and agrees to forfeit any and all rents that have been prepaid if this Lease is terminated under this paragraph.

11. SURRENDER OF ENCUMBERANCES TO THE LITTORAL RIGHTS

- 11.1. In the event that the Term or any extension thereof shall have expired or terminated, the Tenant shall peacefully quit and surrender to Department. In such a case, Tenant further agrees to remove any and all non-Department owned improvements, alterations, or additions that encumber the site at Tenant's expense.

12. INDEMNIFICATION AND RELEASE FROM LIABILITY

- 12.1. The Tenant shall defend, indemnify, and hold harmless the State of New Hampshire, its agencies, officers, agents and employees, from and against any and all losses suffered by the State of New Hampshire, its officers, agents and employees, and any and all claims, liabilities or penalties asserted against the State, its officers, agents and employees, by or on behalf of any person on account of, based on 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 or exercise of said littoral rights.
- 12.2. The Tenant further releases the State of New Hampshire, its agencies, agents and employees, from any and all claims or demands for damages or injuries of any nature whatsoever attributable directly or indirectly to the littoral rights herein leased.
- 12.3. The Tenant shall provide to the Department proof of insurance demonstrating that the required coverage has been obtained before taking possession of the Premises and thereafter upon renewal of the policy.

12.4. The Tenant shall provide a minimum General Liability coverage: \$1,000,000.00 per incident, \$250,000.00 per person; or unless insurance of a different type and in higher amounts is customary. The Tenant shall provide to the Department 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." The Tenant shall keep same in force, at the Tenant's expense, throughout the Tenant's tenancy.

13. MISCELLANEOUS

13.1. **Department's Agents.** All rights and obligations of the Department under this Lease may be performed or exercised by such agents as the Department may select.

13.2. **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, postdate prepaid, in a United States Post Office.

13.3. **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 may be canceled, modified, or amended only by a written instrument executed and approved by the Department and the Tenant.

13.4. **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.

13.5. **Unenforceable Terms.** If any terms of this Lease or any application thereof shall be invalid or unenforceable, the remainder of the Lease and any application of such term shall not be affected thereby.

13.6. **Entire Agreement.** This Lease and any documents attached hereto or referenced herein shall constitute the entire Agreement and understanding between the parties hereto and supersedes all prior Agreements and understanding relating to the subject matter hereof.

13.7. **No Waiver of Sovereign Immunity.** No provision in this Lease is intended to be or shall it be interpreted by either party to be a waiver of the State's sovereign immunity.

14. Tenant Liability.

14.1. All Tenants accept jointly and severally liable for all Tenant responsibilities of this Lease.

15. Effective

15.1. This Lease is subject to approval of both the Long Range Capital Planning and Utilization Committee, and the Governor and Executive Council and thereafter will become effective on August 1, 2021.

16. Amendments

16.1. None

r 4/6/2021

Tenant(s) Initials

ST RD

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

The State of New Hampshire
Department of Transportation

By: Victoria F. Sheehan Date 9/2/21
Victoria F. Sheehan, Commissioner
Department of Transportation

STATE OF NEW HAMPSHIRE, Newmarket SS September 3 A.D. 2021

On this 3 day of September, 2021, before me, Jennifer Lane the undersigned officer, personally appeared, Victoria F. Sheehan, who acknowledged as being the Commissioner, and as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation.

Jennifer D Lane
Notary Public, State of New Hampshire
My Commission Expires Sept. 5, 2023

IN WITNESS WHEREOF I have hereunto set my hand and seal.

Jennifer Lane
Notary Public/Justice of the Peace
9/5/2023
My commission expires

Tenant: [Signature] Date 8/27/21

Phone: 978-375-4845

Email: Taftplumbing@aol.com

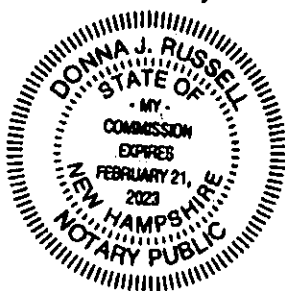
Tenant: [Signature] Date 8/27/21

Phone: 978 815 7344

Email: Kmta1992@aol.com

STATE OF NEW HAMPSHIRE, Belknap SS August 27 A.D. 2021

Personally appeared the above named Scott and Karen Taft, acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

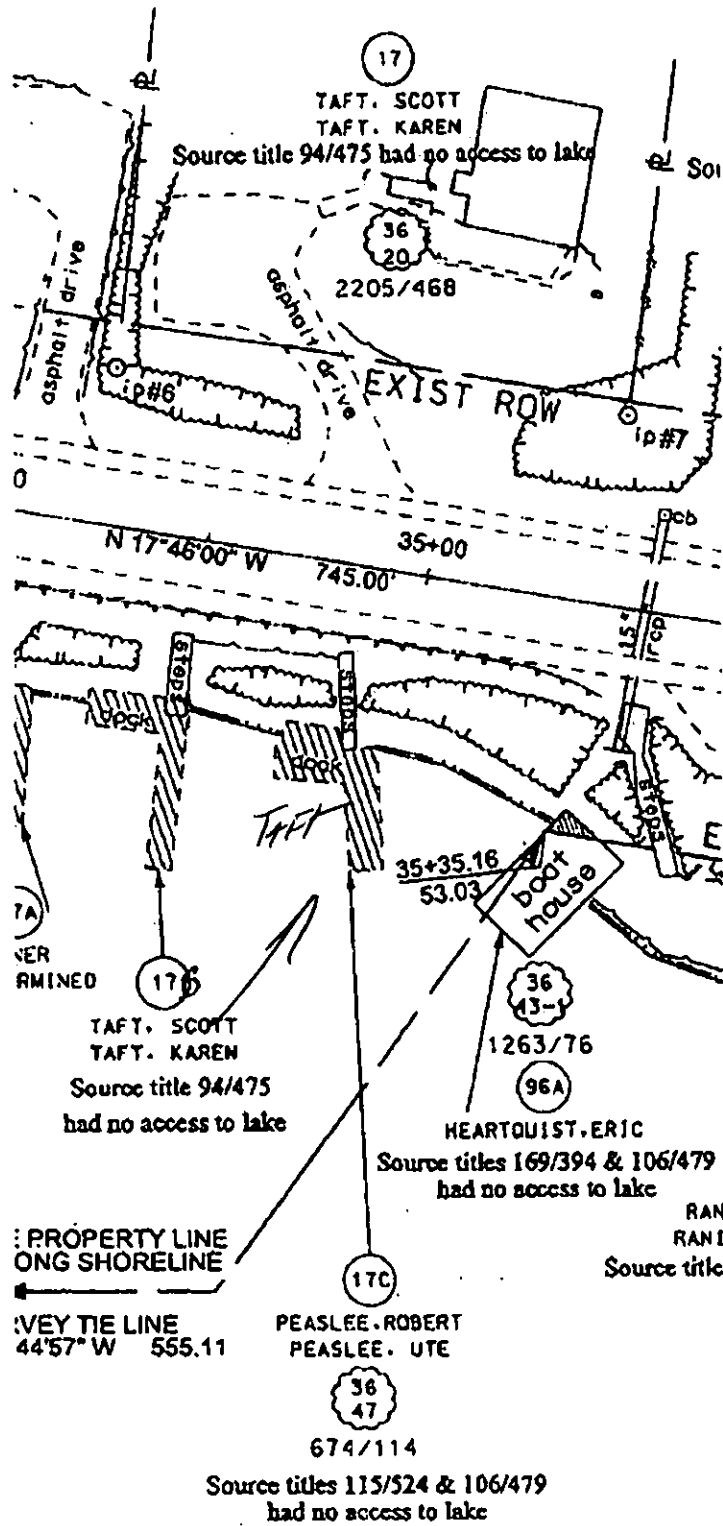


Donna J. Russell
Notary Public/Justice of the Peace
My commission expires: 02/21/2023

r 4/6/2021

Tenant(s) Initials ST [Signature]

Attachment "A"



r 4/6/2021

Tenant(s) Initials

ST RD

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LMCP 21-023

FROM: Stephen G. LaBonte
Administrator



DATE: June 4, 2021

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Rental of State Owned Property on Alton Public Waters
RSA 4:39-d

**Approved by the Long
Range Capital
Planning and
Utilization Committee
June 21, 2021**

TO: Representative John Graham, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

Pursuant to RSA 4:39-d, "Leasing of State Owned Real Estate on Public Waters", the New Hampshire Department of Transportation (Department) requests approval to enter into 27 Lease Agreements (Agreements) with property owners adjacent to NH Route 11 along Lake Winnepesaukee in the town of Alton. The Agreements would be valid for 5-year terms with the option of renewal at the end of 5-year term. The intent of this requested action is to authorize the use of state owned land by leasing Department's littoral rights to adjacent property owners, ensuring compliance with management of the property.

EXPLANATION

The Department acquired the property and related littoral rights from the Town of Alton in 1941 for the reclassification of NH Route 11, under Federal Aid Project No. F 230 (4) "Winnepesaukee Road".

As a result of the number of encroachments discovered along the NH Route 11 corridor in 2013, a reestablishment plan was developed and all abutters were notified in writing of their encroachments. To resolve the issue of encroachments, the Department has decided to enter into Lease Agreements with those land owners who have submitted applications, meet the statutory requirements of RSA 4:39-d, and are approved by Governor and Council.

The rent amount for the Alton Bay leases will be calculated by using the linear distance of frontage along the lake as outlined in RSA 228:57-a Section IV, "Leasing Certain Portions of Railroad Properties". The current rate is \$34.97 per linear foot of adjacent shoreline which is recalculated every five years to adjust for the Capital Price Index. This calculation method was reviewed and supported by the Attorney General's Office, and is currently used by the Department's Bureau of Rail and Transit.

The maximum total linear footage of property encompassed by the 27 property owners is 2,049.42 feet along the shoreline of Lake Winnepesaukee. The lease rate is \$34.97 per linear foot, therefore the maximum total yearly rental income for the 27 lease agreements is projected to be no more than \$76,249.29. The Department is still negotiating length of linear footage with the lessees so the actual linear frontage for each property may be reduced which could reduce the total lease revenue. The maximum total yearly taxes projected to be paid to the Town of Alton is approximately \$1,040. ±

The 27 affected property owners who meet the statutory requirements for a Lease Agreement under RSA 4:39-d are outlined in Exhibit 1 on page 2.

Exhibit 1

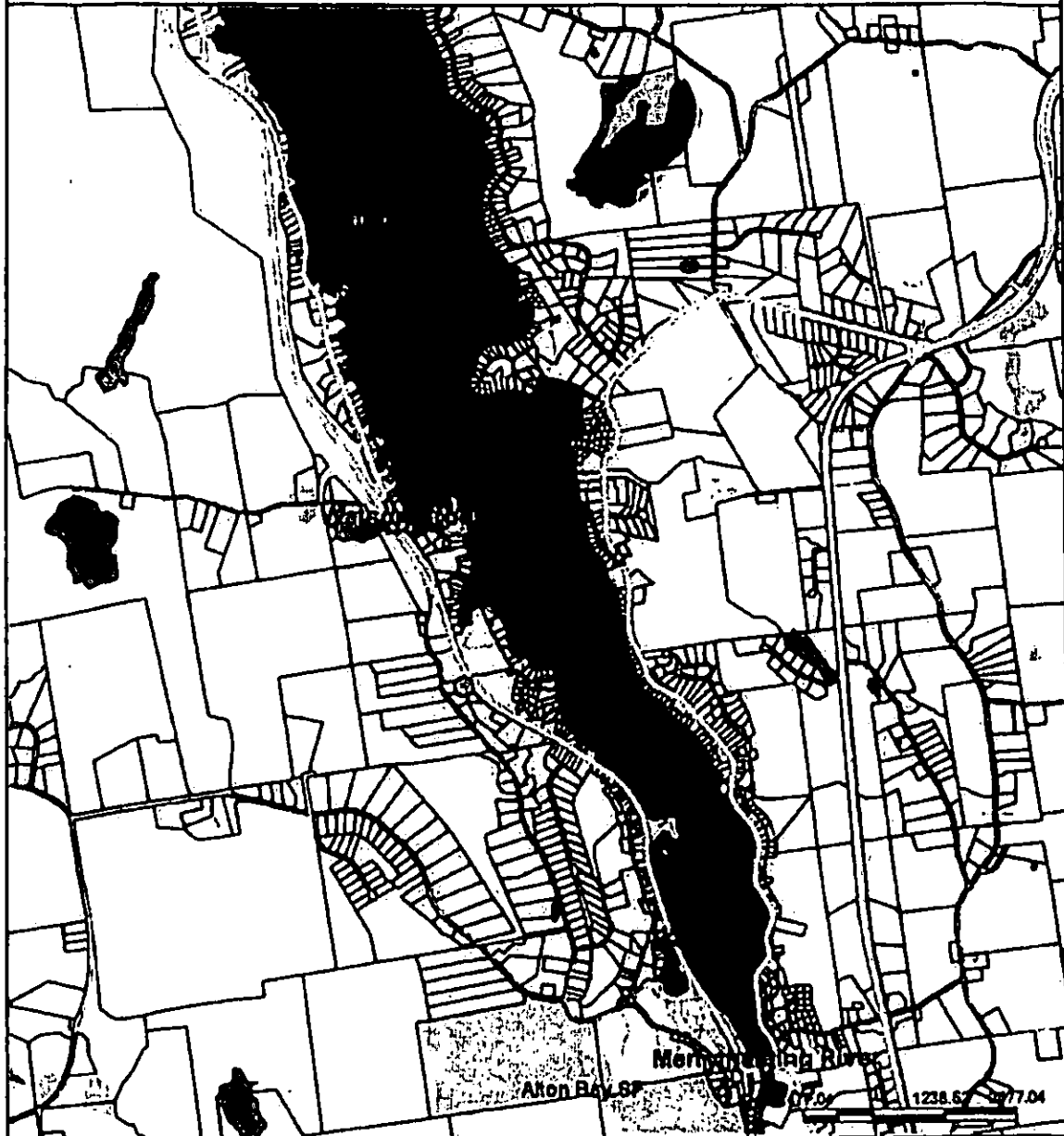
Owner	Parcel	Map/Lot	Tax Map Frontage	Maximum Fee
Brandt Development Corp.	Parcel 25	Map 36/Lot 28	Tax Map Frontage-60'	\$2,098.20
Christenson Family Revocable Living Trust	Parcel 39	Map 38/Lot 6	Tax Map Frontage-100'	\$3,497
Wayne and Susan Copp	Parcel 38	Map 38/Lot 7	Tax Map Frontage-60'	\$1,748.50
Donald F and Sharon E Cundy	Parcel 37	Map 38/Lot 6	Tax Map Frontage-60'	\$2,098.20
Josanne Doyle Revocable Trust	Parcel 16	Map 36/Lot 46	Tax Map Frontage-65'	\$2,273.05
Brenda J Feltre Revocable Living Trust	Parcel 48	Map 38/Lot 13	Tax Map Frontage-60'	\$2,098.20
Michael Fellman	Parcel 36	Map 38/Lot 4	Tax Map Frontage-60'	\$2,797.60
Timothy J. Jordan and Theresa L. Jordan	Parcel 40	Map 38/Lot 18	Tax Map Frontage-31'	\$1,084.07
Rozal & Roland Lacasse Family Rev. Trust	Parcel 47	Map 38/Lot 14	Tax Map Frontage-120'	\$4,196.40
Joseph and Irene Medda	Parcel 23	Map 36/Lot 26	Tax Map Frontage-60'	\$2,098.20
James Durkin and Catherine O'Brien	Parcel 41	Map 38/Lot 8	Tax Map Frontage-59.42'	\$2,077.82
The Puzzo Family Revocable Trust	Parcel 45	Map 38/Lot 12	Tax Map Frontage-60'	\$2,098.20
The Rood Family Revocable Trust	Parcel 43	Map 38/Lot 10	Tax Map Frontage-60'	\$1,748.50
Brian R. and Kenneth Sullivan	Parcel 24	Map 38/Lot 27	Tax Map Frontage-120'	\$4,196.40
Scott and Karen Tall	Parcel 17	Map 36/Lot 20	Tax Map Frontage-115'	\$4,021.55
K. Lee Terroy	Parcel 42	Map 38/Lot 9	Tax Map Frontage-100'	\$3,497
The Webb Family Revocable Living Trust	Parcel 33	Map 36/Lot 34	Tax Map Frontage-120'	\$4,196.40
The Claude J. Dupuis Revocable Trust	Parcel 14	Map 38/Lot 18	Tax Map Frontage-60'	\$2,098.20
Joyce McKernney & Peg O'Toole	Parcel 10	Map 36/Lot 14	Tax Map Frontage-180'	\$6,294.60
Collins-Norris Family Trust	Parcel 11	Map 36/Lot 18	Tax Map Frontage-60'	\$2,098.20
Kimberly Sozier	Parcel 13	Map 36/Lot 17	Tax Map Frontage-60'	\$2,098.20
Cheryl O'Brien	Parcel 15	Map 36/Lot 19	Tax Map Frontage-60'	\$2,098.20
Golden Roosty Trust	Parcel 34	Map 38/Lot 35	Tax Map Frontage-60'	\$1,748.50
Jake and Erin Sears	Parcel 35	Map 36/Lot 38	Tax Map Frontage-60'	\$2,098.20
Jim Fatzone	Parcel 12	Map 36/Lot 16	Tax Map Frontage-60'	\$2,098.20
Mae J. Hnilsberg	Parcel 44	Map 38/Lot 11	Tax Map Frontage-180'	\$6,294.60
James and Karen Ford	Parcel 46	Map 38/Lot 15	Tax Map Frontage-100'	\$3,497
				\$76,263.29

The Department is respectfully requesting authorization to enter into 5-year Lease Agreements with the 27 property owners adjacent to NH Route 11 along Lake Winnepesaukee in the Town of Alton.

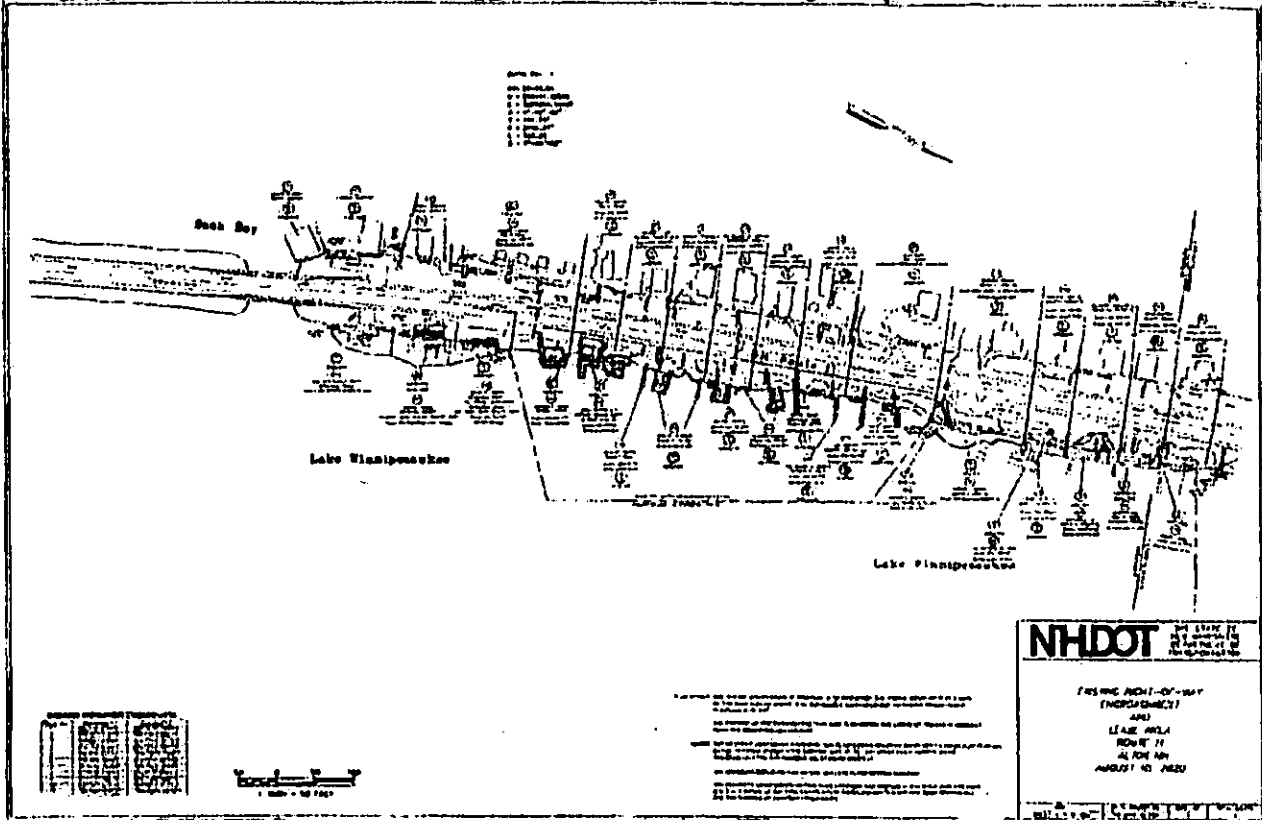
SGL/LMW/
Attachments

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

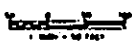


Legend

Rock Bay

Lake Winnipegosis

Lake Winnipegosis



1. This drawing is the property of the State of North Dakota and is loaned to the contractor for his use only. It is not to be used for any other purpose without the written consent of the State of North Dakota.

2. The contractor shall be responsible for the accuracy of the dimensions and quantities shown on this drawing.

3. The contractor shall be responsible for the accuracy of the dimensions and quantities shown on this drawing.

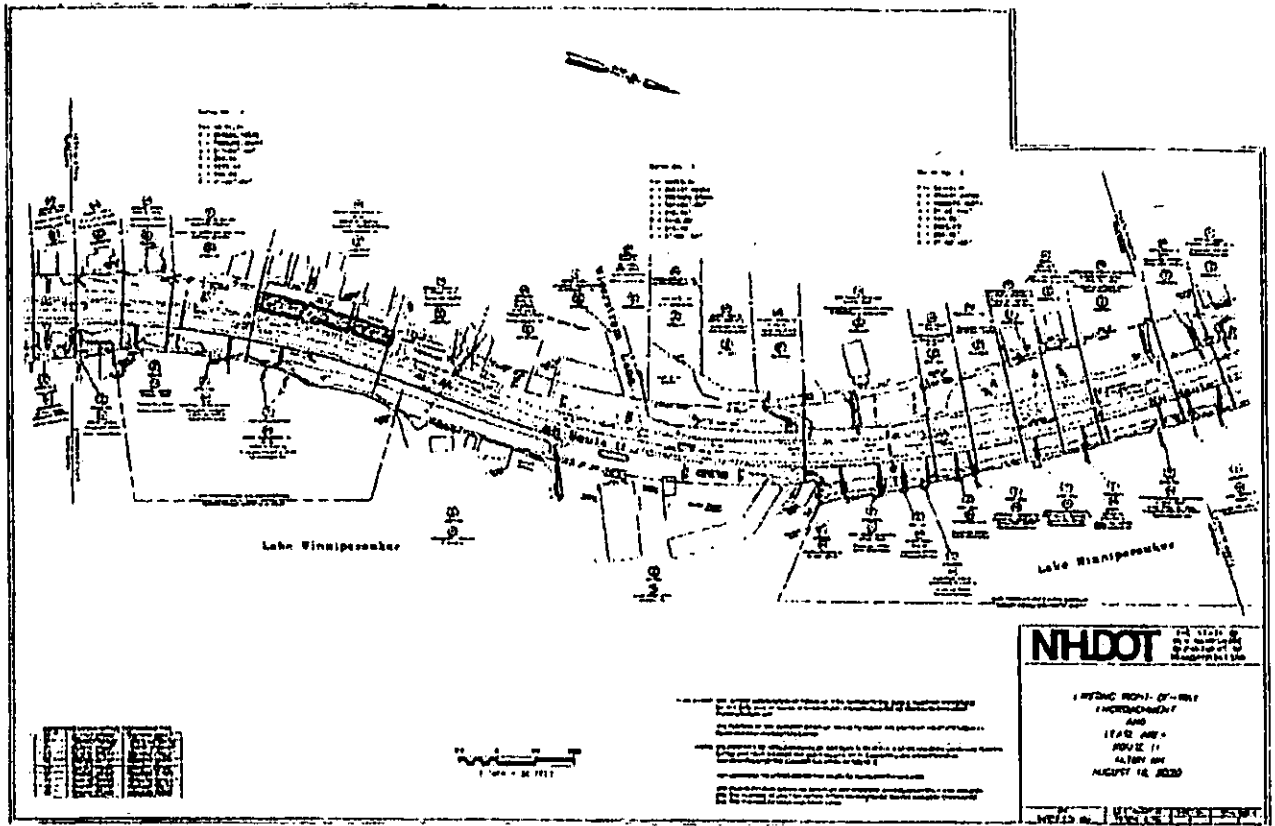
4. The contractor shall be responsible for the accuracy of the dimensions and quantities shown on this drawing.

5. The contractor shall be responsible for the accuracy of the dimensions and quantities shown on this drawing.

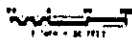
NHDOT THE STATE OF NORTH DAKOTA
 NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

TRUSS BRIDGE - OVERWAY
 (ENCLOSURE)
 APR
 LEASE AREA
 ROAD # 11
 AL RCH AN
 AUGUST 10, 1920

WILLIAMS, C. E. ENGINEER



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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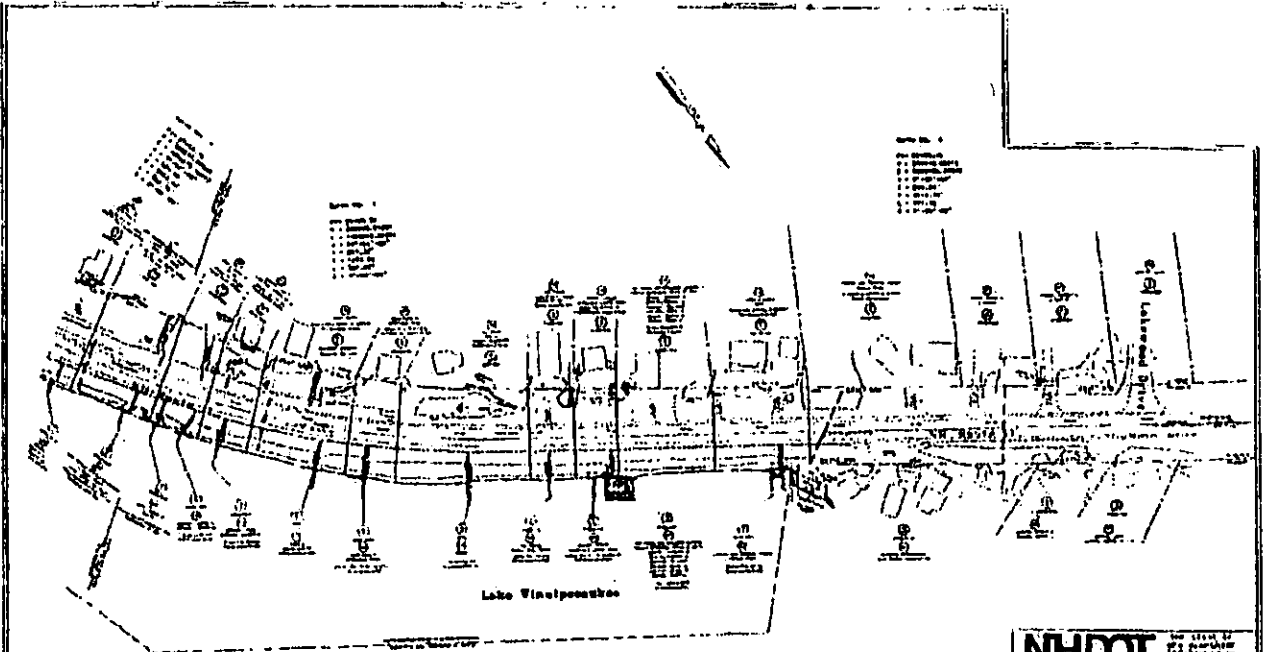


- 1. All dimensions are in feet unless otherwise specified.
- 2. All dimensions are to be maintained unless otherwise specified.
- 3. All dimensions are to be maintained unless otherwise specified.
- 4. All dimensions are to be maintained unless otherwise specified.
- 5. All dimensions are to be maintained unless otherwise specified.
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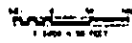
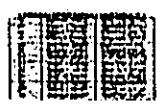
NHDOT THE STATE OF
 NEW HAMPSHIRE
 DEPARTMENT OF
 TRANSPORTATION

BRIDGE NO. 101-101
 AND
 ROAD NO. 101
 AUGUST 18, 2020

SCALE: 1" = 100'



Lake Winnipegosis



1. This drawing is a preliminary design and is subject to change without notice.
 2. The design is based on the information provided and is not a guarantee of performance.
 3. The design is based on the information provided and is not a guarantee of performance.
 4. The design is based on the information provided and is not a guarantee of performance.
 5. The design is based on the information provided and is not a guarantee of performance.
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 8. The design is based on the information provided and is not a guarantee of performance.
 9. The design is based on the information provided and is not a guarantee of performance.
 10. The design is based on the information provided and is not a guarantee of performance.

NHDOT New Hampshire Department of Transportation

PROJECT NO. 100-0000
 DRAWING NO. 100-0000
 DATE: 10/15/2020

**STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION**

LDCP 19-018

FROM: Stephen G. LaBonte
Administrator



DATE: June 18, 2019

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Process of Addressing NH Route Right of Way Encroachments in Alton

TO: Representative John Cloutier, Chairman
Long Range Capital Planning and Utilization Committee

INFORMATIONAL ITEM

The Department of Transportation proposes methods of addressing encroachments into the NH Route 11 right of way which include dwellings, boat houses, stairs, and decks along a section of NH Route 11 in Alton.

EXPLANATION

In 2013, pursuant to the process laid out in RSA 228:35, the Department reestablished the highway boundary along NH Route 11 in Alton Bay. The State originally acquired fee ownership of the land in 1941, and established the right of way boundaries in 1947 as a part of the Alton FAP #F-230(4), P-2001 project. During the reestablishment process, the Department identified that multiple encroachments had been placed within the right of way since the time when the boundary was originally established. These encroachments include dwellings, stairs, decks, docks, and boathouses.

The Department developed plan sheets to document the encroachments and right-of-way boundary, and a formal notice of reestablishment, all of which have been recorded in the Belknap Registry of Deeds. Individuals that were affected by the reestablishment have been notified that they own a structure that encroaches on the State's property.

Since the time of reestablishment, the Department has allowed the encroachments to remain within the right of way. However, the Department must periodically reevaluate the highway limits, and any encroachments that lie within those limits, based upon maintenance and operational needs. As traffic and development continue to grow, the needs for maintaining and operating the roadway may change. The Department must have the ability to use this property at its discretion, but understands that individuals use and enjoy the structures that lie within the State's property. In order to balance these competing interests, the Department proposes to enter into temporary use agreements with all encroachers.

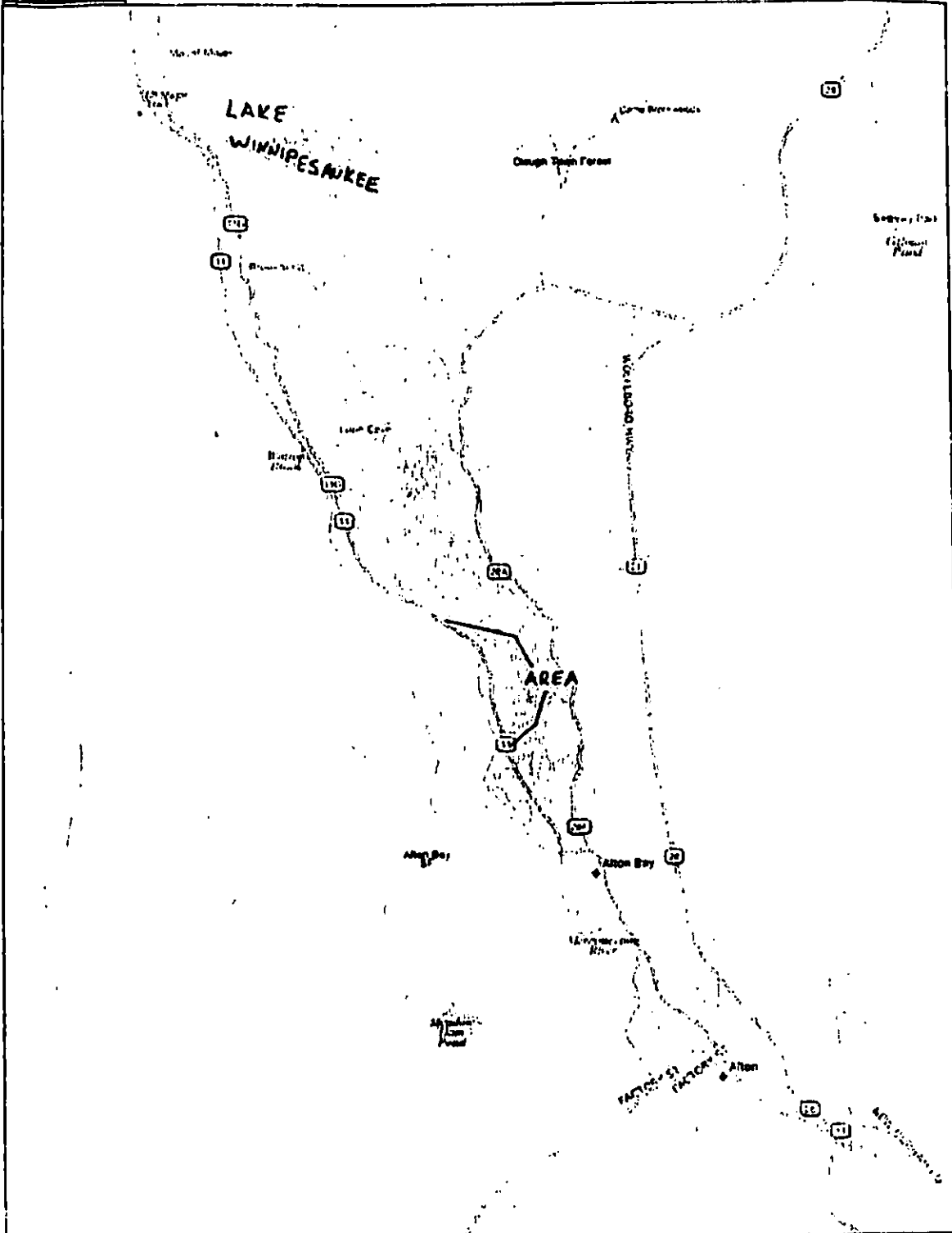
The type and term of temporary use agreement is dependent upon the type of structure:

- Dwelling structures and boat houses built prior to the 2013 reestablishment will be grandfathered and eligible for a long-term encroachment agreement. The term of the encroachment agreement would be for 25 years, or during the duration the current occupant owns the dwelling, whichever may expire sooner. The encroachment agreement is desirable to the Department because it acknowledges the permanent nature of a dwelling, by allowing the occupant to remain for a lengthy duration, while allowing the Department to make long-term plans about the use of the right of way, by agreeing that the dwelling will be removed within 25 years at the latest.
- Stairs and decks that were built prior to the 2013 reestablishment, and are used to access an adjacent dock, will be eligible for a short-term lease. A lease will only be granted when the adjacent dock has met all NH DES dock permitting requirements. Stairs and decks that meet these requirements will be eligible for a 5-year lease pursuant to RSA 4:39-C. No new stairs or decks will be approved, and will not be eligible for a lease.

- Docks in place prior to the 2013 reestablishment will be grandfathered until such time as the NH DES dock permit expires. Upon expiration of a dock permit, a dock owner must enter into a lease agreement with the Department, which will be contingent upon the applicant receiving a current NH DES dock permit. All dock leases will run concurrent with the duration of the NH DES dock permit. No new docks will be approved, and will not be eligible for a lease. The short-term lease is desirable to the Department because it allows for reevaluation of Department needs every few years; but also allows individuals with a dock to continue their pre-existing use until such time that the Department may need the property.

The Department has reviewed its maintenance and operational needs along Route 11 in Alton, and at this time is able to allow individuals to continue their encroaching uses. The Department wishes to begin notifying individuals to enter into use agreements for each encroaching structure. The specific terms and conditions of each type of use agreement are contained in the documents attached hereto.

SGL/PJM/jl
Attachments



11137136 311 111

INDEX OF SHEETS

Sheet No.	Description
1	General Location Map
2	Plan of Proposed Highway
3	Profile of Proposed Highway
4	Plan of Proposed Interchange
5	Profile of Proposed Interchange
6	Plan of Proposed Bridge
7	Profile of Proposed Bridge
8	Plan of Proposed Roadway
9	Profile of Proposed Roadway
10	Plan of Proposed Drainage
11	Profile of Proposed Drainage
12	Plan of Proposed Utilities
13	Profile of Proposed Utilities
14	Plan of Proposed Structures
15	Profile of Proposed Structures
16	Plan of Proposed Landscaping
17	Profile of Proposed Landscaping
18	Plan of Proposed Signage
19	Profile of Proposed Signage
20	Plan of Proposed Safety
21	Profile of Proposed Safety
22	Plan of Proposed Maintenance
23	Profile of Proposed Maintenance
24	Plan of Proposed Construction
25	Profile of Proposed Construction

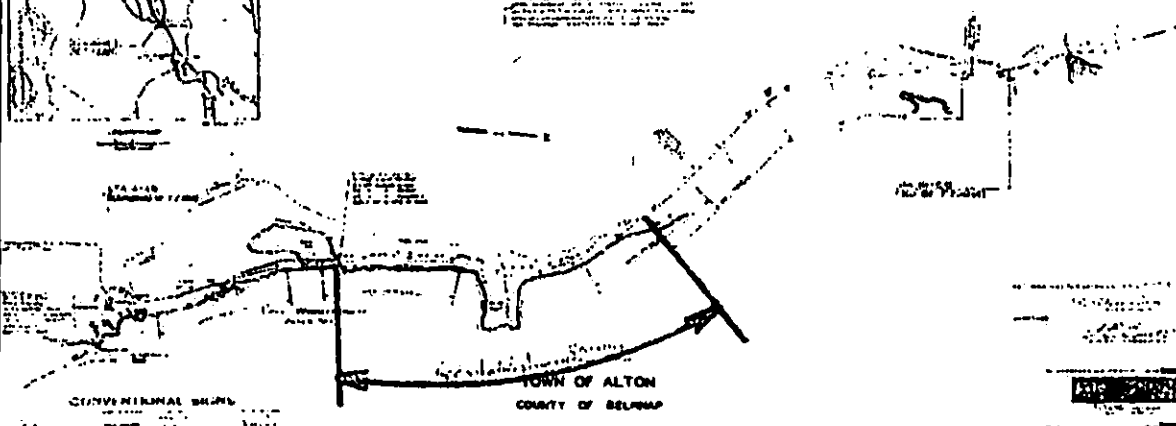
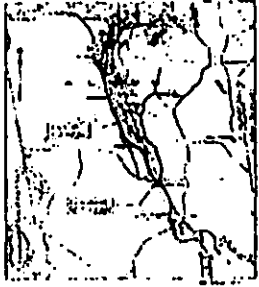
STATE OF NEW HAMPSHIRE
 HIGHWAY DEPARTMENT

**PLANS OF PROPOSED
 FEDERAL AID PROJECT
 NO. F 200(4)
 WINNEPESaukee ROAD**

Plan of Proposed Highway
 Winnebessaukee Road
 Town of Alton
 County of Belknap

Scale: 1" = 100'

North Arrow

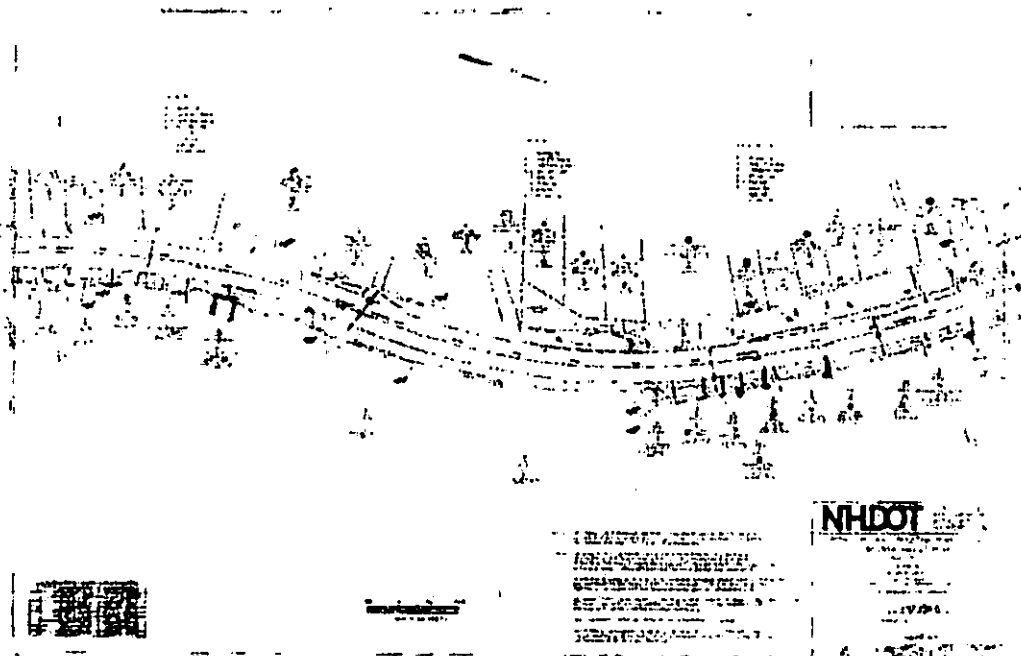


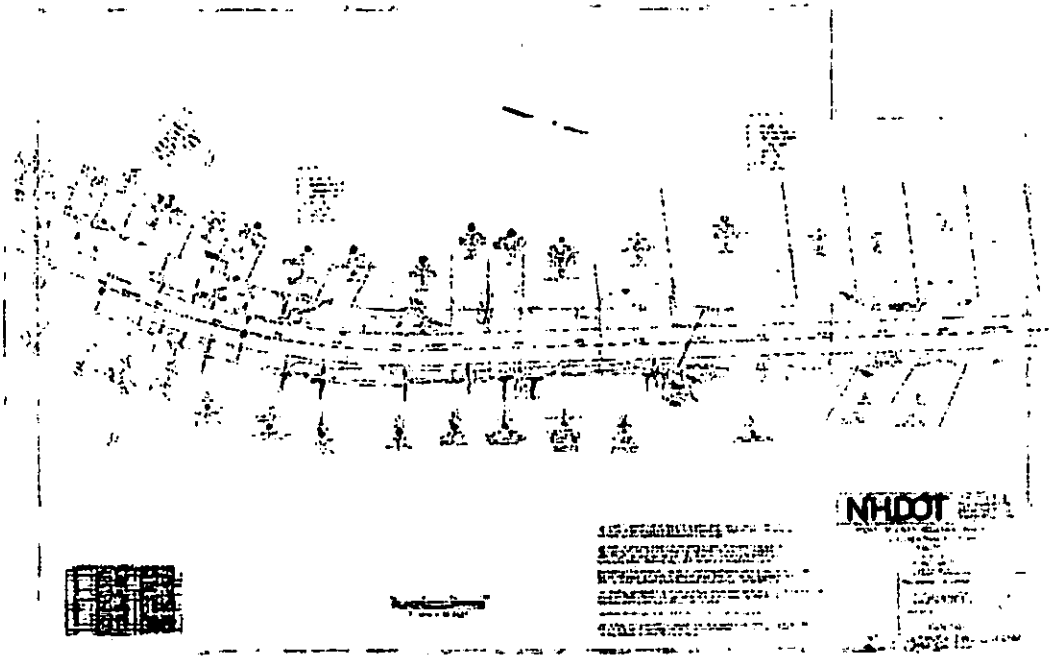
CONVENTIONAL SIGNS

Sign No.	Description
1	Advance Warning of Road Work
2	Advance Warning of Lane Closure
3	Advance Warning of Merge
4	Advance Warning of Taper
5	Advance Warning of Stop
6	Advance Warning of Yield
7	Advance Warning of Roundabout
8	Advance Warning of Intersection
9	Advance Warning of Curve
10	Advance Warning of Grade
11	Advance Warning of Bridge
12	Advance Warning of Tunnel
13	Advance Warning of Hazard
14	Advance Warning of Pedestrian
15	Advance Warning of Bicycle
16	Advance Warning of Animal
17	Advance Warning of Fire
18	Advance Warning of Flood
19	Advance Warning of Ice
20	Advance Warning of Snow
21	Advance Warning of Fog
22	Advance Warning of Wind
23	Advance Warning of Rain
24	Advance Warning of Thunder
25	Advance Warning of Lightning
26	Advance Warning of Earthquake
27	Advance Warning of Volcano
28	Advance Warning of Tornado
29	Advance Warning of Hurricane
30	Advance Warning of Tsunami
31	Advance Warning of Asteroid
32	Advance Warning of Comet
33	Advance Warning of Meteor
34	Advance Warning of Solar Flare
35	Advance Warning of Gamma Ray Burst
36	Advance Warning of Black Hole
37	Advance Warning of White Dwarf
38	Advance Warning of Red Dwarf
39	Advance Warning of Yellow Dwarf
40	Advance Warning of Orange Dwarf
41	Advance Warning of Red Giant
42	Advance Warning of Yellow Giant
43	Advance Warning of Orange Giant
44	Advance Warning of Red Supergiant
45	Advance Warning of Yellow Supergiant
46	Advance Warning of Orange Supergiant
47	Advance Warning of Red Hypergiant
48	Advance Warning of Yellow Hypergiant
49	Advance Warning of Orange Hypergiant
50	Advance Warning of Red Dwarf Nova
51	Advance Warning of Yellow Dwarf Nova
52	Advance Warning of Orange Dwarf Nova
53	Advance Warning of Red Dwarf Nova
54	Advance Warning of Yellow Dwarf Nova
55	Advance Warning of Orange Dwarf Nova
56	Advance Warning of Red Dwarf Nova
57	Advance Warning of Yellow Dwarf Nova
58	Advance Warning of Orange Dwarf Nova
59	Advance Warning of Red Dwarf Nova
60	Advance Warning of Yellow Dwarf Nova
61	Advance Warning of Orange Dwarf Nova
62	Advance Warning of Red Dwarf Nova
63	Advance Warning of Yellow Dwarf Nova
64	Advance Warning of Orange Dwarf Nova
65	Advance Warning of Red Dwarf Nova
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91	Advance Warning of Orange Dwarf Nova
92	Advance Warning of Red Dwarf Nova
93	Advance Warning of Yellow Dwarf Nova
94	Advance Warning of Orange Dwarf Nova
95	Advance Warning of Red Dwarf Nova
96	Advance Warning of Yellow Dwarf Nova
97	Advance Warning of Orange Dwarf Nova
98	Advance Warning of Red Dwarf Nova
99	Advance Warning of Yellow Dwarf Nova
100	Advance Warning of Orange Dwarf Nova

DATE: 11/13/13
 DRAWN BY: [Name]
 CHECKED BY: [Name]

AS PER [Reference]

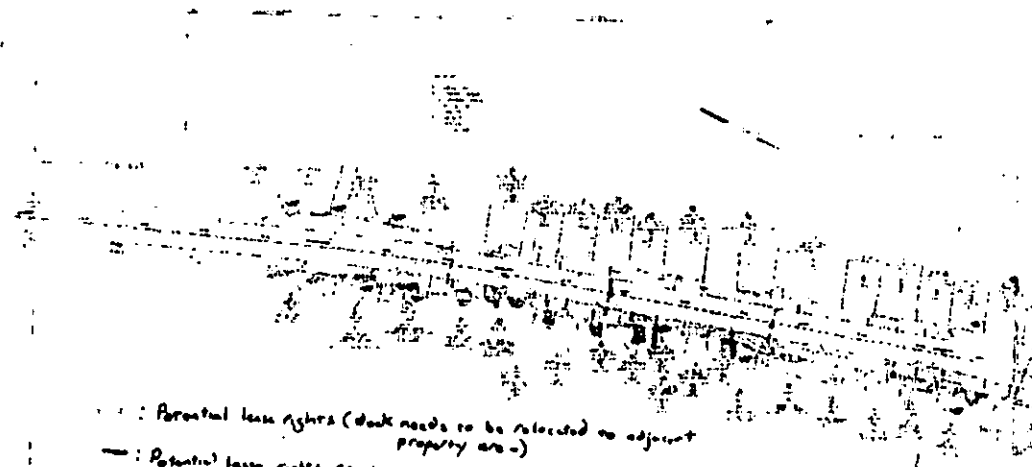




NH DOT
NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DESIGN DIVISION
100 WATER STREET
CONCORD, NH 03301
TEL: 603/271-3000
FAX: 603/271-3001
WWW.NH.DOT.NH.GOV

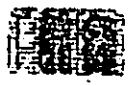
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD.
5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD.

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5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD.



- : Potential lane rights (dark needs to be relocated to adjacent property area)
- : Potential lane rights (dark located in adjacent property area)
- : No lane right

NHDOT



Technical Drawing

Scale: 1" = 20'

PROJECT: [Illegible]
 SHEET: [Illegible]
 DATE: [Illegible]

APPROVED: [Illegible]
 DATE: [Illegible]

{individual name}
{individual street address}
{individual town, state, zip}

Re: Alton Bay Reestablishment, Parcel No. (), Right-of-Way Reestablishment and Encroachment Plan

Dear Alton Bay Resident,

You are receiving this letter because you maintain a dwelling, dock, boathouse, stairs, deck, and/or other structure that encroaches on State-owned land in Alton, New Hampshire. In 2013, the New Hampshire Department of Transportation reestablished the highway boundaries of NH Route 11 along Alton Bay. During the reestablishment, the Department learned that there were many structures along Alton Bay that encroached wholly or in part on the State land. Our records indicate that you maintain one or more of these encroachments.

The Department must balance the ever-changing needs of the highway with the interests of individuals that have enjoyed the use of Alton Bay. To address these competing interests, the Department has created a process to grant temporary encroachment agreements or lease agreements, depending upon the type of encroachment. Encroachers must execute a formal agreement with the Department in order to continue using any structure. Failure to enter into an agreement with the Department may result in the removal of your encroachment.

The process to obtain an agreement may take a year or more. Applicants are encouraged to start the process early in order to obtain an agreement before any other relevant permits expire. The process for obtaining an agreement is attached to this letter. Also attached are the relevant plans which may assist you in locating and identifying your encroachment.

The Department looks forward to reaching agreements with all individuals that have encroaching structures. Please review the attached process and take the steps as outlined. Please direct all questions to [insert email contact for District 3 Engineer].

{signature block for District 3 Engineer}

**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
MAINTENANCE DISTRICT 3**

**APPLICATION FOR ENCROACHMENT AGREEMENT OR LEASE AGREEMENT FOR
TEMPORARY USE OF STATE-OWNED LAND**

Pursuant to the provisions of Revised Statutes Annotated (RSA) 4:39-c Disposal of Highway or Turnpike Funded Real Estate and 4:39-d Leasing of State-Owned Real Estate on Public Waters, (printed on the reverse side of application) and amendments thereto, permission is requested to enter into an encroachment agreement or lease agreement as deemed necessary by the New Hampshire Department of Transportation Maintenance District 3 Engineer (DOT D3) for continued use of State land for recreational purposes.

Property and Encroachment Description (please provide as much information as possible)

Town of Alton – NH Route 11
Water Body – Lake Winnepesaukee

Street Address _____

Tax Map and Number _____

Distance to Utility Pole/Pole No. _____

ROW Reestablishment Plan Parcel Number _____

Estimated Area of Encroachment _____ Square Feet

Please provide a sketch showing details of the encroachment.

Please include two photos of encroachment area:
 ___ one taken from NH Route 11
 ___ one taken from the Lake

IMPROVEMENTS	
Dwelling Structure	Y or N
Boathouse	Y or N
Dock	Y or N
Dock Permit #	_____
Stairs	Y or N
Deck	Y or N
Boat/Canoe Rack	Y or N
Watercraft Storage	Y or N
Outbuildings	Y or N
Other:	_____

Signature of Applicant

Mailing Street Address

Printed Name of Applicant

Town/City

Zip Code

Date

Contact Phone Number

FOR OFFICE USE ONLY

GPS N _____ GPS W _____

Right of Way _____

Conditions _____

Recommend to Bureau of Right of Way: Y or N

Recommended Action: ___ Encroachment Agreement ___ Lease Agreement ___ Denial

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
ENCROACHMENT AGREEMENT

{enter address of encroaching property}

THIS ENCROACHMENT AGREEMENT, is entered into this ___ day of _____, 20___, between {encroacher name}, {encroacher address}, hereinafter called the "Grantee(s)" and the State of New Hampshire, Department of Transportation, P.O. Box 483, Concord, New Hampshire, 03302-0483, hereinafter called the "State".

WITNESSETH, that the Grantees do hereby covenant and agree to follow the stipulations set forth in this Encroachment Agreement, relative to a certain portion of a premises, herein termed the "Encroachment," located on State property as shown on plans on file with the Belknap County Registry of Deeds, Plan L73-045, L73-046, and L73-047, and on file with the New Hampshire Department of Transportation, designated as Right-of-Way Reestablishment and Encroachment Plan. The Grantees covenant and agree to follow these stipulations in exchange for a non-exclusive, temporary use of the Encroachment for recreational use and access to Lake Winnepesaukee.

DESCRIPTION OF ENCROACHMENT: The Encroachment shall consist of one (1) location within the highway right-of-way located on NH Route 11 in the Town of Alton, as shown on attached Exhibit A, and more specifically described as follows:

- a. A {type of structure}, located on State property on the {easterly/westerly} side of NH Route 11, at Station {station number}, Parcel {parcel number}, GPS coordinates {north} {west}

WHEREFORE, the Grantees agree to the following terms and conditions in exchange for the non-exclusive, temporary use of the Encroachment identified above.

1. The Grantees acknowledge that any and all rights to access the Encroachment are taken subject to any and all matters as shown on the above-described plans or any other matter of record.
2. Except as provided herein, the Grantees are granted permission to use and maintain the above-described Encroachment for the purposes of maintaining the existing Encroachment and accessing Lake Winnepesaukee for recreational purposes. The Department retains the right to revoke the permission granted by this Agreement.
3. If the Encroachment area is required for highway maintenance, construction, reconstruction, or any other purpose, at any future time, the State will so inform the Grantees and give adequate time for the removal of any or all items and structures by the Grantees at no expense to the State. If any or all items and structures are not removed at the time this area is required by the State, the State will remove and dispose of any or all of these items and structures as necessary with no liability for the State to reimburse for the value of said items and structures.

4. The Grantees acknowledge that this permission for the non-exclusive, temporary use of the Encroachment does not create an ownership interest, easement, or any other property interest in the underlying State-owned property.
5. By entering into this Encroachment Agreement, the Grantees waive any and all claims of ownership to the above-described parcel.
6. The Grantees agree that any alterations, additions for improvement, maintenance, use, or repair of the Encroachment is subject to the advance written approval of the Department of Transportation, Bureau of Highway Maintenance, District Three, located at 2 Sawmill Road, Gilford, New Hampshire 03249, or any other such location that the NHDOT District 3 office may be located at a future date.
7. The Encroachment shall in no way interfere, obstruct, or prevent adequate sight distance for the safe movement of all types of traffic entering or leaving the subject premises, as determined by the standard highway design requirements.
8. The Encroachment shall in no way interfere, obstruct, or prevent any or all highway maintenance activities.
9. If the Encroachment is found to interfere, obstruct, or prevent the safe movement of any type of traffic, highway maintenance, or repair activities, the obstruction must be removed promptly by the Grantees, at no expense to the State. If the Grantees do not promptly remove said obstructions when so notified, the State will remove the obstructions as necessary with no liability for damages, costs, or reimbursement for any or all items removed.
10. The Encroachment shall in no way create unsanitary or unsightly conditions within the surrounding area. It shall be the responsibility of the Grantees to ensure the Encroachment is kept clean and free of litter.
11. The Grantees are prohibited from removing any trees larger than one-inch diameter within the State-owned land without the express written permission of the State. Ground cover and shrubs shall not be disturbed.
12. The Grantees are prohibited from planting or landscaping on the State-owned land, or from placing signs, fences, flagpoles, patios, or any other item on the State-owned land.
13. The Grantees are responsible for any damages to the State-owned land, including but not limited to vegetation loss requiring re-stabilization, as determined by the State.
14. No portion of any Encroachment shall be attached to guardrail posts, sign posts, any other State-owned device, extend above the top of guardrail posts, or extend toward the highway beyond the face of the guardrail.

15. The Grantees are prohibited from constructing additional stairways or creating breaks in the guardrail. As the State replaces the guardrail in the vicinity of the encroachment, the State retains the right to close any existing openings, and remove any stairs upon notice.
16. Stairs shall be no wider than six feet and constructed over the highway slope without any regrading or recontouring of the slope. The Encroachment must be in conformance with the Environmental Fact Sheet WB-19 "Permitting for Freshwater Docking Structures," published by the New Hampshire Department of Environmental Services, or any other relevant policy in effect.
17. Stairs shall be constructed in conformance with standard building materials and methods, and kept in good repair by the Grantee. Stairs deemed by the State to be a hazard are subject to immediate removal after reasonable notice to the Grantee, with expense of said removal being reimbursed by the Grantee.
18. Grantee shall obtain a permit from New Hampshire Department of Environmental Services for any boat dock associated with use of the Encroachment. Grantee agrees to obtain an excavation permit from the State for placement of any anchoring system associated with positioning or suspending seasonal docks.
19. Parking is prohibited on the State-owned land.
20. Storing of private equipment is prohibited on the State-owned land.
21. Septic tanks, including but not limited to holding tanks, shall not be constructed on the State-owned land.
22. Septic tanks existing at the time this agreement is executed shall be kept in good repair and shall comply with all relevant regulations and requirements.
23. Additional utilities, including wells, shall not be placed on State-owned land without prior permission of the State.
24. The Encroachment shall not be used for any purposes other than the recreational lake access purpose for which the encroachment was originally constructed.
25. By signing this Encroachment Agreement, the Grantees hereby agree to defend, indemnify, and hold harmless the State, its officers, and employees, from and against any and all losses suffered by the Grantees, their officers, and employees, and any and all claims, liabilities, or penalties assessed against the Grantees, their officers, and employees, by or on behalf of any person, of account of, based on, resulting from, arising out of (or which may be claimed to arise out of the acts or omissions of the Grantees, or any individual or company contracted or hired by Grantees. Nothing contained herein shall constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

26. The Grantees must stay current and in good standing on all mortgages, taxes, or other obligations affecting the encroachment. The State reserves the right to bring any ejectment, eviction, or removal actions in the event that the Grantee fails to comply with this section, resulting in liens, foreclosures, or any other encumbrance on the encroachment.
27. This Encroachment Agreement may not be assigned, transferred, conveyed, subleased, or otherwise modified to benefit any individual or entity not named in this original agreement.
28. Grantee shall comply with all applicable rules, regulations, requirements, statutes, guidance, and directives that any governing body or State agency may deem appropriate.
29. This Encroachment Agreement shall be effective for the duration of time that the Grantee utilizes the Encroachment, or (to be determined) years, whichever shall occur first.
30. This Encroachment Agreement shall be filed by the State with the Belknap County Registry of Deeds.

GRANTEE(S)

{Grantee Name}

{Grantee Name}

STATE OF NEW HAMPSHIRE
_____, SS

On this _____ day of _____, 20____, personally appeared the above-named
_____ and acknowledged the foregoing instrument to be his/her/their
voluntary act and deed. Before me.

Notary Public/Justice of the Peace
My commission expires: _____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria Shaheen, Commissioner
PO Box 483
Concord NH 03302-0483

STATE OF NEW HAMPSHIRE
MERRIMACK, SS

On this _____ day of _____, 201____, personally appeared the above-named Victoria
Shaheen, Commissioner of the Department of Transportation, and as such, being duly authorized to do
so, executed the foregoing instrument for the purpose therein contained. Before me,

Notary Public/Justice of the Peace
My commission expires: _____