



Victoria F. Sheehan
Commissioner

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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
September 15, 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 60 linear feet of shoreline along lake Winnepesaukee adjacent to Route 11 in the Town of Alton, to the Brandt Development Corporation (Lessee). The term of the lease will be five years, effective August 1, 2021 through July 31, 2026. The annual lease amount is \$2,098.20, 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	\$1,923.35	\$2,098.20	\$2,098.20
	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
	\$2,098.20	\$2,098.20	\$174.85

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.

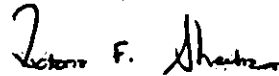
The taxes for the Alton Bay leases will be calculated by using the linear distance of frontage along the lake as outlined in RSA 228:57-a, IV. This calculation method was reviewed and supported by the Attorney General's Office, and is currently used by the Department's Bureau of Rail and Transit.

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,

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

Victoria F. Sheehan
Commissioner

VFS/SGL/lmw
Attachments

- LITTORAL RIGHTS LEASE -

between

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

AND

**Brandt Development Corp.
"TENANT"**

**for property located at
167-173 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 checked="" type="checkbox"/>	Amendment(s)
<u>UMW</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 **Brandt Development Corp.** 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 Brandt Development Corp agree(s) to enter into a lease agreement in accordance with RSA 4:39-d, the subject Lease being **60' of shorefront** located directly across from **Parcel 25** shown on said plan, and also identified on **Alton Tax Map 36, Lot 28**, 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 **\$2,098.20** 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, I(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 28**, will be cause for termination of this Lease under paragraph 9.1 above.

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- 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 the 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.

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- 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

Handwritten initials, possibly "AB", written in black ink over a horizontal line.

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 8/17/21
Victoria F. Sheehan, Commissioner
Department of Transportation

STATE OF NEW HAMPSHIRE, Merrimack SS August 17 A.D. 2021

On this 17 day of August, 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.

[Signature]
Notary Public/Justice of the Peace

9/5/23
My commission expires

Tenant: [Signature] Date 7/15/21
FSC Brandt Development Co.

Phone: _____

Email: _____

STATE OF NEW HAMPSHIRE, Rockingham SS July 15 A.D. 2021
North Hampton

Personally appeared the above named Henry Brandt acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

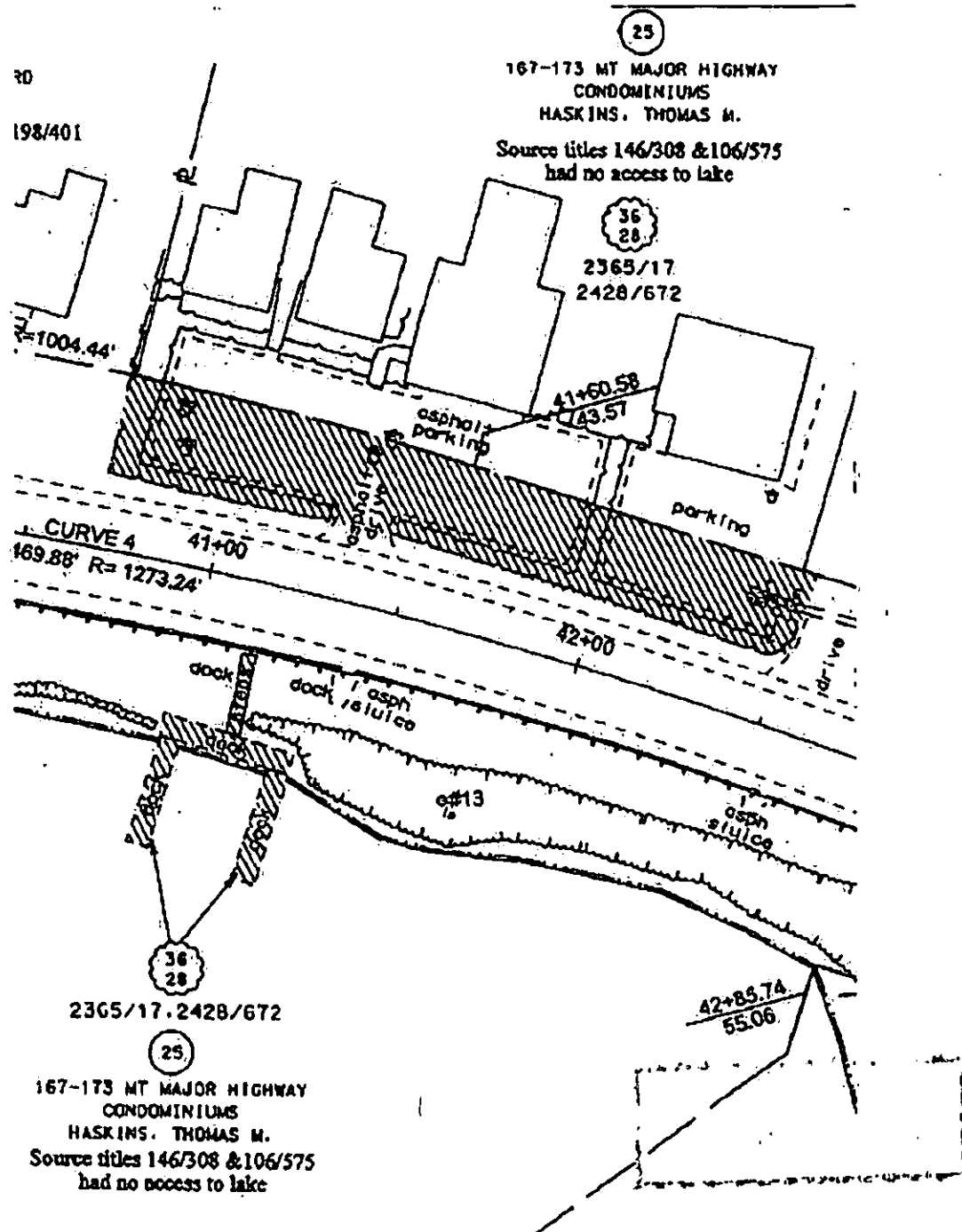
LINDA S LIBBEY
Notary Public - New Hampshire
My Commission Expires Nov 22, 2022

[Signature]
Notary Public/Justice of the Peace
My commission expires: 11/22/2022

r 4/6/2021

Tenant(s) Initials [Signature]

Attachment "A"



r 4/6/2021

Tenant(s) Initials

[Handwritten signature]

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
USE & OCCUPANCY AGREEMENT

167-173 Mount Major Highway, Alton New Hampshire

THIS USE & OCCUPANCY AGREEMENT, is entered into this **1st day of August, 2021**, between **Brandt Development Corp**, hereinafter called the "Licensee(s)" and the State of New Hampshire, Department of Transportation, P.O. Box 483, Concord, New Hampshire, 03302-0483, hereinafter called the "Department".

WITNESSETH, that the Licensees do hereby covenant and agree to follow the stipulations set forth in this Use & Occupancy Agreement, relative to a certain portion of a premises, herein termed the "Encroachment," located on Department-owned property as shown 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*, a portion of which is attached hereto as Exhibit A. The Licensees 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 Exhibit A, and more specifically described as follows:

- a. A deck and a set of steps located on the east side of NH Route 11, at Station 41+15, and shown as Parcel 25 on said plans.

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

1. The Licensees acknowledge that permission to access the Encroachment(s) is granted subject to any and all matters as shown on the above-described plans or any other matter of record.
2. The term of this Agreement shall begin on August 1, 2021 and shall end on July 31, 2026, unless terminated sooner in accordance with the provisions of this Agreement.
3. Except as provided herein, the Licensees are granted permission to use and maintain the above-described Encroachments for the purposes of accessing Lake Winnepesaukee for private recreational purposes. The Department retains the right to revoke the permission granted by this Agreement.
4. If the Encroachment area is required for highway maintenance, construction, reconstruction, or any other purpose, at any future time, the Department will so inform the Licensees and give adequate time for the removal of any or all items and structures by the Licensees at no expense to the Department. If any or all items and structures are not

removed at the time this area is required by the Department, the Department will remove and dispose of any or all of these items and structures as necessary with no liability for the Department to reimburse for the value of said items and structures.

5. The Licensees 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 Department-owned property.
6. By entering into this Use & Occupancy Agreement, the Licensees waive any and all claims of ownership to the above-described parcel.
7. The Licensees 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.
8. 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.
9. The Encroachment shall in no way interfere, obstruct, or prevent any or all highway maintenance activities.
10. 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 Licensees, at no expense to the Department. If the Licensees do not promptly remove said obstructions when so notified, the Department will remove the obstructions as necessary with no liability for damages, costs, or reimbursement for any or all items removed.
11. The Encroachment shall in no way create unsanitary or unsightly conditions within the surrounding area. It shall be the responsibility of the Licensees to ensure the Encroachment is kept clean and free of litter.
12. The Licensees are prohibited from removing any trees larger than one-inch diameter within the Department-owned land without the express written permission of the Department. Ground cover and shrubs shall not be disturbed.
13. The Licensees are prohibited from planting or landscaping on the Department-owned land, or from placing signs, fences, flagpoles, patios, or any other item on the Department-owned land.
14. The Licensees are responsible for any damages to the Department-owned land, including but not limited to vegetation loss requiring re-stabilization, as determined by the Department.

15. No portion of any Encroachment shall be attached to guardrail posts, sign posts, any other Department-owned device, extend above the top of guardrail posts, or extend toward the highway beyond the face of the guardrail.
16. The Licensees are prohibited from constructing additional stairways or creating breaks in the guardrail. As the Department replaces the guardrail in the vicinity of the Encroachment, the Department retains the right to close any existing openings, and remove any stairs upon notice.
17. Stairs shall be no wider than six feet and constructed over the highway slope without any regrading or altering the slope.
18. Stairs shall be constructed in conformance with standard building materials and methods, and kept in good repair by the Licensee. Stairs deemed by the Department to be a hazard are subject to immediate removal after reasonable notice to the Licensee, with expense of said removal being reimbursed by the Licensee.
19. Licensee agrees to obtain an excavation permit from the Department for placement of any anchoring system associated with positioning or suspending seasonal docks.
20. Parking is prohibited on the Department-owned land.
21. Storing of private equipment is prohibited on the Department-owned land, unless specifically authorized by the Department.
22. New Septic tanks, including but not limited to holding tanks, shall not be constructed on the Department-owned land.
23. 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.
24. Additional utilities, including wells, shall not be placed on Department-owned land without prior permission of the Department.
25. The Encroachment shall not be used for any purposes other than the recreational lake access.
26. By signing this Use & Occupancy Agreement, the Licensees hereby agree to defend, indemnify, and hold harmless the State of New Hampshire, its agencies, agents, officers, and employees, from and against any and all losses suffered by the Licensees, their officers, and employees, and any and all claims, liabilities, or penalties assessed against the State of New Hampshire, its agencies, agents, 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 Licensees, or any individual or company contracted or hired by Licensees). Nothing contained herein shall constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

27. The Licensees 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.
28. The Licensees 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 Licensee 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." The Licensees shall keep same in force, at the Licensees expense, throughout the Licensees tenancy.
29. The Licensees must stay current and in good standing on all mortgages, taxes, or other obligations affecting the Encroachment. The Department reserves the right to bring any ejectment, eviction, or removal actions in the event that the Licensee fails to comply with this section, resulting in liens, foreclosures, or any other encumbrance on the Encroachment.
30. If the Licensee defaults in the observance or performance of any other of the Licensee's covenants or obligations in this agreement, and such default is not corrected within ten (10) days of written notice by the Department to the Licensee specifying such default and requiring it to be remedied, the Department may terminate this Agreement.
31. The Department may revoke this Agreement for any reason at any time upon 30 calendar days' written notice to the Licensee without compensating the Licensee.
32. This Use & Occupancy Agreement may not be assigned, transferred, conveyed, subleased, or otherwise modified to benefit any individual or entity not named in this original Agreement.
33. Licensee shall comply with all applicable rules, regulations, requirements, statutes, guidance, and directives that any governing body or State agency may deem appropriate.
34. This Use & Occupancy Agreement shall be effective for the duration of time that the Licensee utilizes the Encroachment, or 5 years, whichever shall occur first.

LICENSEE(S)

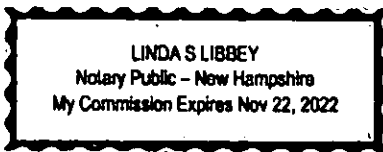
For

Brandt Development Corp

STATE OF NEW HAMPSHIRE

Beckingham, SS North Hampton

On this 15th day of July, 2021, personally appeared the above-named Henry Brandt and acknowledged the foregoing instrument to be his/her/their voluntary act and deed. Before me,



[Signature]
Notary Public/Justice of the Peace

My commission expires: 11/22/2022

STATE OF NEW HAMPSHIRE
DEPARTMENT OF
TRANSPORTATION

[Signature] 8/17/21
Victoria Sheehan, Commissioner

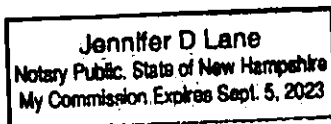
PO Box 483

Concord NH 03302-0483

STATE OF NEW HAMPSHIRE

MERRIMACK, SS

On this 17 day of August, 2021, personally appeared the above-named Victoria Sheehan, 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,



[Signature]
Notary Public/Justice of the Peace

My commission expires: 9/5/23

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Source titles 146/308 & 106/575
had no access to lake

36
28

2365/17
2428/672

30

198/401

1004.44

CURVE 4 41+00

169.88' R= 1273.24'

espol
parking

parking

42-00

doak

doak / asph
12112

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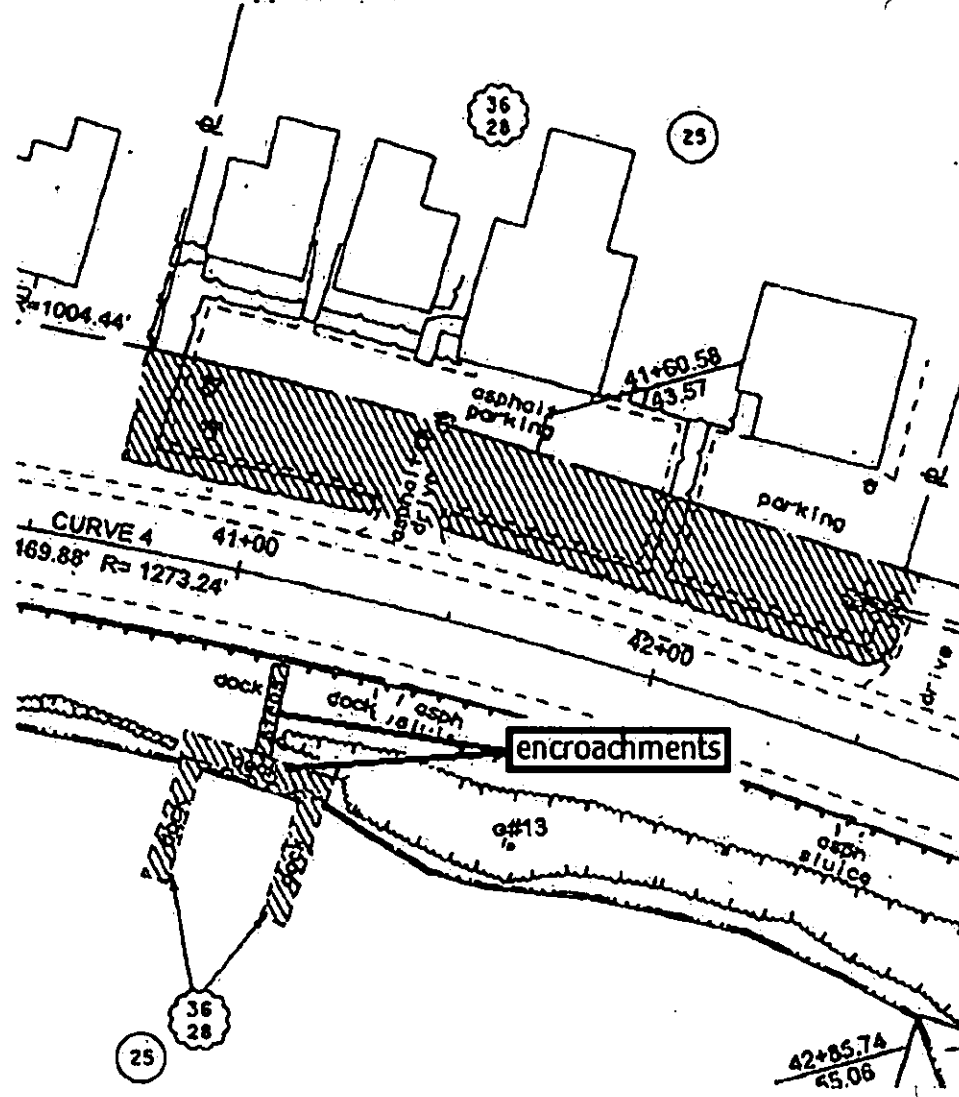
36.
28

2365/17.2428/672

25

167-173 MT MAJOR HIGHWAY
CONDOMINIUMS
HASKINS, THOMAS M.
Source titles 146/308 & 106/575
had no access to lake

Approximate Locations of Encroachments:



STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

UNCLP 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 . Approved by the Long
RSA 4:39-d. Range Capital

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

Planning and
Utilization Committee
June 21, 2021

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
Brand Development Corp.	Parcel 25	Map 38/Lot 28	Tax Map Frontage-60'	\$2,098.20
Christenson Family Revocable Living Trust	Parcel 38	Map 38/Lot 8	Tax Map Frontage-100'	\$3,497
Wayne and Susan Cope	Parcel 28	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
Joanne Doyle Revocable Trust	Parcel 16	Map 38/Lot 48	Tax Map Frontage-65'	\$2,273.05
Brenda J Fafre Revocable Living Trust	Parcel 46	Map 38/Lot 13	Tax Map Frontage-60'	\$2,098.20
Michael Feldman	Parcel 36	Map 38/Lot 4	Tax Map Frontage-60'	\$2,767.60
Timothy J. Jordan and Theresa L. Jordan	Parcel 40	Map 38/Lot 18	Tax Map Frontage-31'	\$1,084.07
Rodol & Roland Lacasse Family Rev. Trust	Parcel 47	Map 38/Lot 14	Tax Map Frontage-120'	\$4,196.40
Joseph and Irene Madolo	Parcel 23	Map 38/Lot 26	Tax Map Frontage-60'	\$2,098.20
James Durkin and Catherine O'Brien	Parcel 41	Map 38/Lot 8	Tax Map Frontage-69.42'	\$2,077.92
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 Suthren	Parcel 24	Map 38/Lot 27	Tax Map Frontage-120'	\$4,196.40
Scott and Karen Telf	Parcel 17	Map 38/Lot 20	Tax Map Frontage-115'	\$4,021.55
K. Lee Tamey	Parcel 42	Map 38/Lot 9	Tax Map Frontage-100'	\$3,497
The Webb Family Revocable Living Trust	Parcel 33	Map 38/Lot 34	Tax Map Frontage-120'	\$4,196.40
The Claude J. Dupuis Revocable Trust	Parcel 14	Map 38/Lot 16	Tax Map Frontage-60'	\$2,098.20
Joyce McKernney & Peg O'Toole	Parcel 10	Map 38/Lot 14	Tax Map Frontage-180'	\$6,294.60
Collins-Honts Family Trust	Parcel 11	Map 38/Lot 15	Tax Map Frontage-60'	\$2,098.20
Kimberly Spoler	Parcel 13	Map 38/Lot 17	Tax Map Frontage-60'	\$2,098.20
Cheryl O'Brien	Parcel 15	Map 38/Lot 19	Tax Map Frontage-60'	\$2,098.20
Golden Realty Trust	Parcel 34	Map 38/Lot 35	Tax Map Frontage-60'	\$1,748.50
Jake and Erin Sears	Parcel 35	Map 38/Lot 36	Tax Map Frontage-60'	\$2,098.20
Jim Falzone	Parcel 18	Map 38/Lot 16	Tax Map Frontage-60'	\$2,098.20
Mae J. Hollisberg	Parcel 44	Map 38/Lot 11	Tax Map Frontage-180'	\$6,294.60
James and Karen Ford	Parcel 48	Map 38/Lot 19	Tax Map Frontage-100'	\$3,497
				\$76,249.29

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 Winnepissaukee in the Town of Alton.

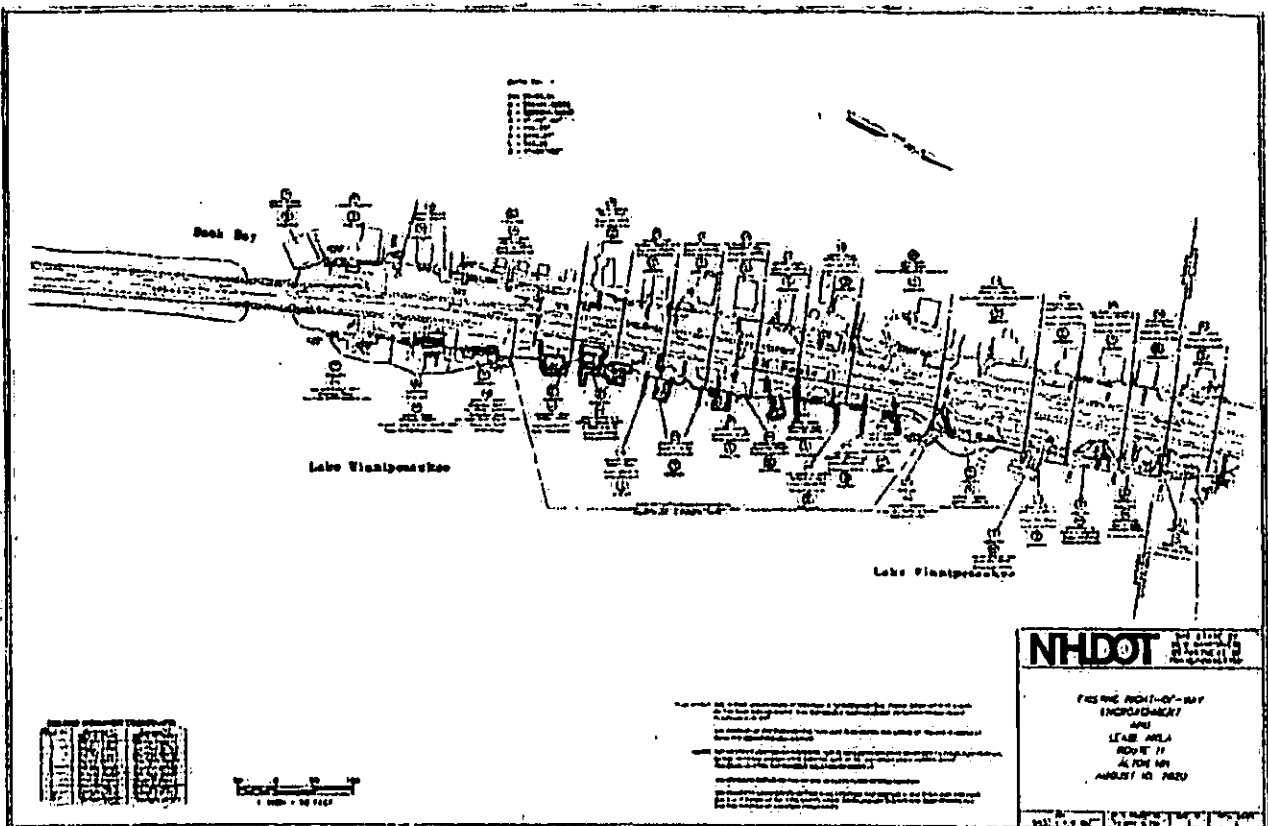
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Attachments

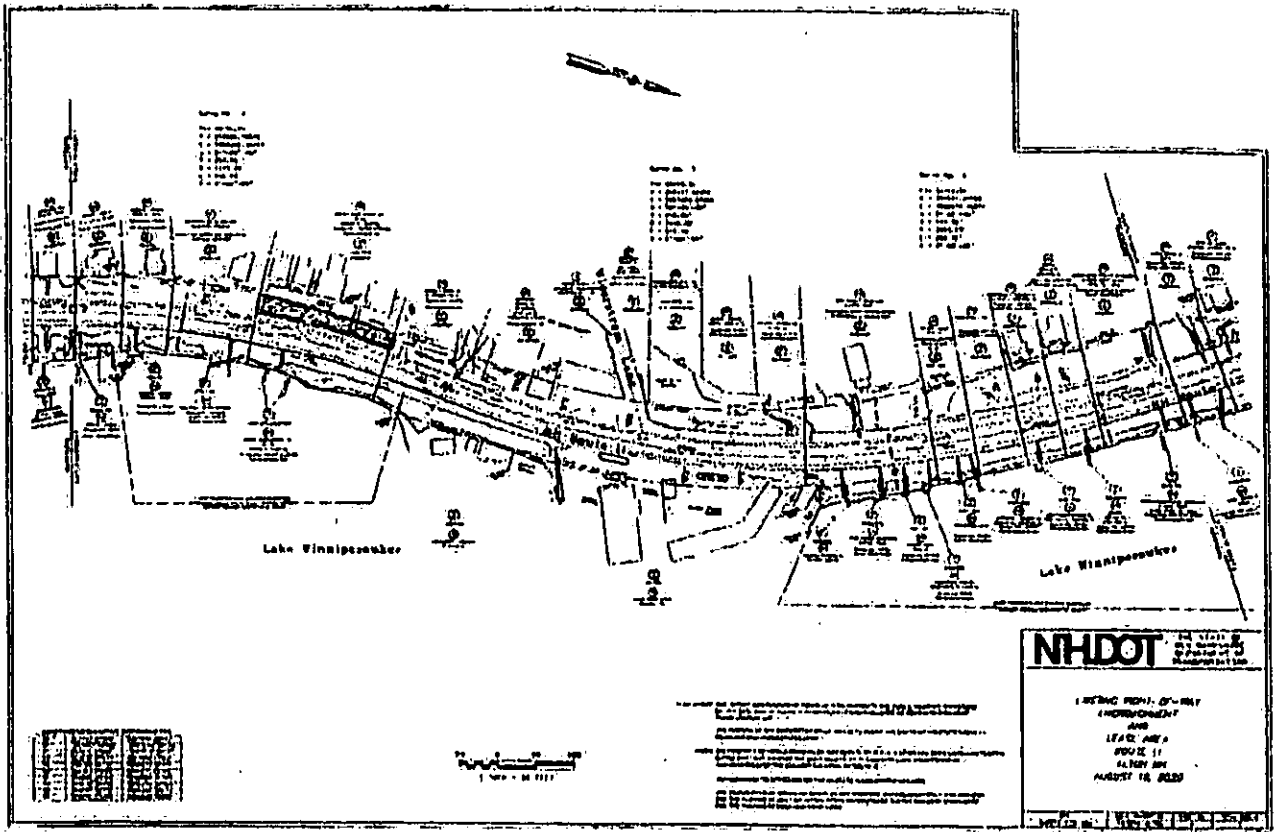
STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

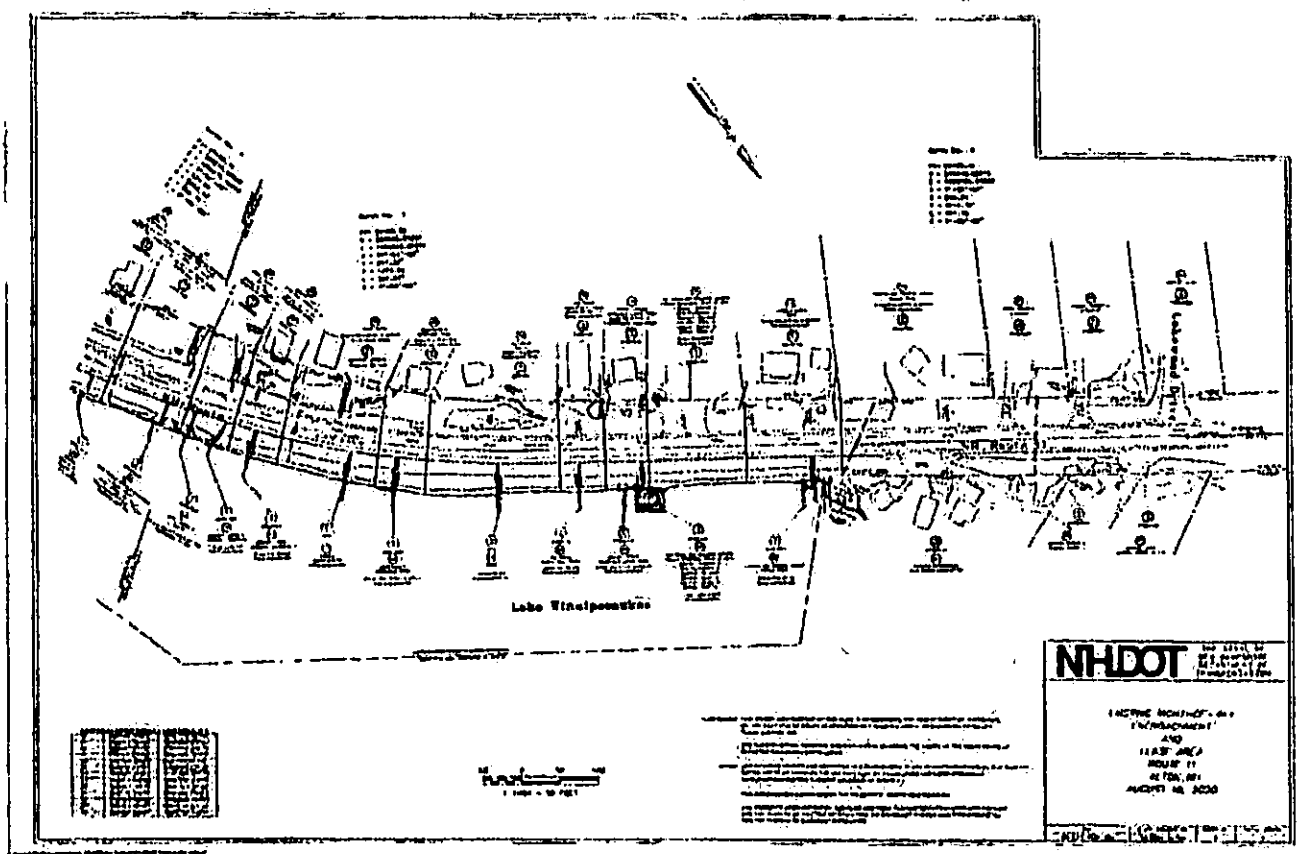
MOSAIC PARCEL
MAP SHARING
POOL



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.







STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LACP 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.

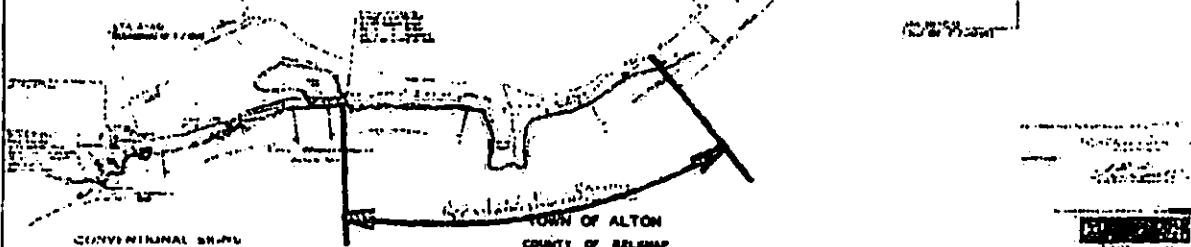
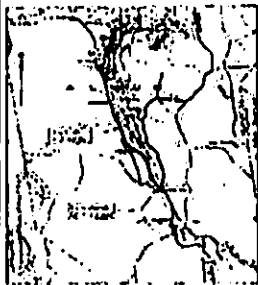
SGL/PJM/jl
Attachments

1. The first step is to identify the problem or goal.
2. The second step is to gather information and resources.
3. The third step is to develop a plan or strategy.
4. The fourth step is to implement the plan.
5. The fifth step is to evaluate the results and make adjustments.

Table 1.

WISCONSIN ROAD

[Illegible handwritten notes]



CONVENTIONAL SHOW

2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2

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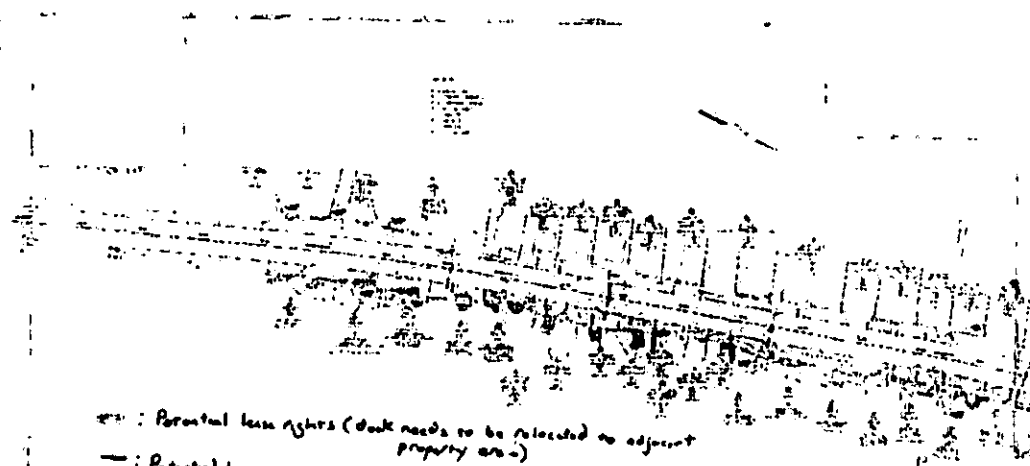
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Figure 1

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• **Interpretation:** The null hypothesis is rejected.

TOWN OF ALTON
COUNTY OF BELLEVILLE



- : Potential lease rights (dock needs to be relocated to adjacent property area)
- : Potential lease rights (dock located in adjacent property area)
- : No Lease right

NHDOT

Project Name	Project Number	Project Location
Project Start Date	Project End Date	Project Status
Project Manager	Project Engineer	Project Designer
Project Consultant	Project Contractor	Project Subcontractor
Project Owner	Project Sponsor	Project Stakeholder

{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 NH1 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: _____