



*Victoria F. Sheehan
Commissioner*

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



*William Cass, P.E.
Assistant Commissioner*

Bureau of Rail and Transit
May 26, 2022

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

REQUESTED ACTION

Pursuant to RSA 228:57 authorize the Department of Transportation to enter into a lease of a 5,600 square foot parcel of State-owned land, located on the Concord-Lincoln Railroad Corridor, in the Town of Ashland, to The Ashland Historical Society at no cost, effective upon Governor and Executive Council approval.

EXPLANATION

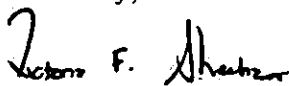
RSA 228:57 allows the Department to sell or lease portions of railroad property for the continued operation of a railroad. Pursuant to RSA 228:57, the Department of Transportation seeks to lease a 5,600 square foot parcel of the State-owned railroad corridor to The Ashland Historical Society (Society). The Society is currently utilizing a portion of the parcel in conjunction with tourist excursion railroad operations by the Plymouth & Lincoln Railroad (PLR), the entity with railroad operating rights to the subject property. In addition, the lease will permit the Society and guests access on the track side of the former train depot to the Museum on abutting property owned by the Historical Society. The proposed lease will not interfere with PLR's tourist excursion railroad operations because the parcel to be leased is adjacent to the railroad track that PLR trains presently use for disembarking and embarking visitors to the Society's facilities pursuant to a Special Train Agreements between Society and PLR. In furtherance of current railroad operations, the Society proposes to construct and maintain an extended railroad platform facility at their cost. These improvements will facilitate loading and unloading of additional passengers on Plymouth & Lincoln tourist excursion trains.

The Society has previously utilized a portion of the parcel pursuant to a previous lease agreement between Society and the Department. The Department proposes to lease the parcel to the Society for an extended period of 10 years with an option for an additional 10-year period to be in line with the term of the operating agreements between the State and the railroads operating on State-owned railroad corridors. The provisions of the current Operating Agreement between the State and the PLR do not permit a sub-agreement between the railroad operator (PLR) and the Society. The term of the lease shall terminate on June 30, 2032, or ten (10) years from the effective date. The use of this parcel will enhance the railroad corridor's current use and a provision is included in the proposed lease relative to the

removal or modification of the facility if necessary for improvements to current or future common carrier railroad service.

The lease includes a provision that the Ashland Historical Society shall indemnify the State and The Society has provided the required insurance policy that names the State and the PLR as additional insureds.

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial 'V'.

Victoria F. Sheehan
Commissioner

Attachments

LEASE

THIS LEASE, made and entered into this 21st day of June, 2022, between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and Ashland Historical Society, PO Box 175, Ashland, NH 03217, hereinafter (collectively) called the "TENANT".

WHEREAS, the LANDLORD is the owner of the hereinafter described property, which is not immediately required by the LANDLORD and has been requested by the TENANT to lease the property to the TENANT on an "as is" basis.

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

NOW, THEREFORE, THIS LEASE WITNESSETH THAT:

1. DEMISE OF THE PREMISES

1.01 For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the TENANT of each and every term and condition herein set forth, the LANDLORD hereby lease and demises to the TENANT the premises located in the Town of Ashland on the State-owned Concord-Lincoln railroad corridor and nearly opposite Engineering Station 2412+50, as shown on the attached Railroad Valuation Section 21, Sheet 82 (EXHIBIT A).

2. TERM

2.01 The term of this lease shall begin on the 1st day of July 2022, or upon approval by the Governor and Executive Council, whichever is later, and shall end ten (10) years after the effective date, unless terminated sooner in accordance with Condition 17.01 or 17.02.

2.02 The TENANT shall notify the LANDLORD within ninety (90) days of the ending date that the TENANT wishes to enter negotiations for a new LEASE for an additional ten (10) year period. If the TENANT and the LANDLORD cannot agree upon a new LEASE, the TENANT shall surrender to the LANDLORD the premise in accordance with Condition 18.01.

3. SECURITY DEPOSIT AND RENT

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

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

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- 3.03 Rent shall be n/a (\$ n/a) dollars per year, payable in advance, due upon the 1st day of n/a each year to the LANDLORD at the following address:

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

If the total rental amount is not paid within ten (10) days after the due date, the TENANT agrees to pay a late charge of n/a (\$ -0-) dollars.

4. QUIET ENJOYMENT

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

5. USE OF PREMISES

- 5.01 The premises shall be used and occupied by the TENANT exclusively as passenger loading facility for Plymouth & Lincoln Railroad passenger excursion trains and as historical architectural element to the adjacent Depot structure owned by the TENANT, and neither the premises nor any part thereof shall be used at any time during the term of this LEASE by the TENANT for the purpose of carrying on any other business, profession or trade of any kind. The TENANT shall comply with all laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises during the term of this LEASE. The TENANT shall not use the premises in any manner that will disturb a neighbor's peaceful enjoyment of other property.

- 5.02 No TENANT or visitor or invitee of the TENANT may park any motorized vehicle on any railroad property. No unregistered motorized vehicles shall be stored upon the premises.

- 5.03 No TENANT or visitor or invitee of the TENANT may enter or cross railroad tracks.

6. MAINTENANCE OF PREMISES

- 6.01 The TENANT acknowledges that the premises are in good order and repair at the beginning of the LEASE term, unless otherwise indicated by attached written statement. The TENANT shall at their own expense maintain the premises in a clean and sanitary manner. The TENANT shall not allow brush, leaves, grass or other plant matter, ice, snow, dirt or any other material to be placed on the premises.

- 6.02 The TENANT shall be responsible for any damage caused during this tenancy. The TENANT shall return the premises to the LANDLORD in as good order and condition as when received, ordinary

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wear and tear excepted. The TENANT agrees to be responsible for all single job repair costs. The LANDLORD reserves the right to select the persons or company to perform any such repairs.

7. DAMAGE TO PREMISES

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

8. ALTERATIONS AND IMPROVEMENTS

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

9. ENTRY AND INSPECTION

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

10. ASSIGNMENT AND SUBLETTING

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

11. UTILITIES

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

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12. DANGEROUS MATERIALS

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

13. INDEMNIFICATION AND INSURANCE

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

13.01.1 Commercial General Liability:

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

13.01.2 Comprehensive Automobile Liability:

\$500,000.00 combined single limit

- 13.02 The TENANT shall require any and all contractors or agents of the TENANT performing any activity, including construction or maintenance work, on the premises to maintain Worker's Compensation Insurance or Pooled Risk Management Coverage. At the time of the execution of this LEASE, the TENANT is not required to maintain Worker's Compensation Insurance or Pooled Risk Management Coverage. However, the TENANT shall procure Worker's Compensation Insurance or Pooled Risk Management Coverage if the TENANT, subsequent to the execution of this LEASE, is required to obtain such coverage as required by law and pursuant to RSA 281-A.
- 13.03 The TENANT further agrees to obtain and keep in force a policy or policies of insurance providing Comprehensive General Liability, Comprehensive Personal Liability, or Business Liability Insurance with a minimum \$1,000,000.00 per occurrence limit covering bodily injury and property damage and \$2,000,000.00 in the aggregate and designating the State of New Hampshire and Plymouth & Lincoln Railroad as additional named insureds.
- 13.04 Procurement and delivery of a certificate indicating such insurance acceptable to the State is a condition precedent to the effectiveness of this Agreement. Nothing contained herein shall be construed as a waiver of sovereign immunity.

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

14. HOLDOVER BY TENANT

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

15. DEFAULT

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

16. TERMINATION OF LEASE FOR CAUSE

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

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

17. TERMINATION FOR CONVENIENCE

17.01 The LANDLORD may terminate the LEASE at any time by giving thirty (30) days notice thereof in writing, and may take full and complete possession of the premises hereby leased, at the end of said thirty (30) day period with no further liability of any nature whatsoever to the TENANT for so doing. Should the LANDLORD terminate this LEASE by giving the thirty (30) days notice during any period for which a full year's rent has already been paid, the LANDLORD will reimburse the TENANT for the pro-rata proportion of the remaining number of days for which rent has been paid in advance but during which the TENANT no longer occupy the premises.

17.02 The TENANT may terminate this LEASE Agreement at any time by giving at least thirty (30) days notice in writing, specifying in said notice the day (and the time of day) on which possession of the

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

18. SURRENDER OF THE PREMISES

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

19. INDEMNIFICATION AND RELEASE FROM LIABILITY

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

20. DISCRIMINATION PROHIBITED

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

21. MISCELLANEOUS

21.01 LANDLORD's Agents. All rights and obligations of the LANDLORD under this LEASE may be performed or exercised by such agents as the LANDLORD may select.

21.02 Notice. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office.

To NHDOT/Landlord:

NH Department of Transportation
Bureau of Rail & Transit

To the Lessee:

Ashland Historical Society
PO Box 175

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PO Box 483
Concord, NH 03302-0483

Ashland, NH 03217

Attention: Louis A. Barker
Railroad Planner

Attention: Ms. Jane Lyford Sawyer
~~Secretary~~ *Treasurer*

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

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

TENANT:

By: *David Rueu*
DAVID RUEU, PRESIDENT
Print Name and Title

Date: *June 21 2022*

STATE OF *NEW HAMPSHIRE*
COUNTY OF *GRAFTON*

On, *6/21/22*, before the undersigned officer personally appeared *DAVID RUEU* known to me (or satisfactorily proven) to be the *PRESIDENT* of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

Date 6/21/2022

Jane I. Sawyer
Notary Public

JANE I. SAWYER
Notary Public - New Hampshire
My Commission Expires March 11, 2025

LANDLORD:
STATE OF NEW HAMPSHIRE
Department of Transportation

By: Robert F. Shattuck
Commissioner

Approved by Attorney General this 23 day of June, 2022, as to form and execution.

By: Emily C. Murray
Assistant Attorney General

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

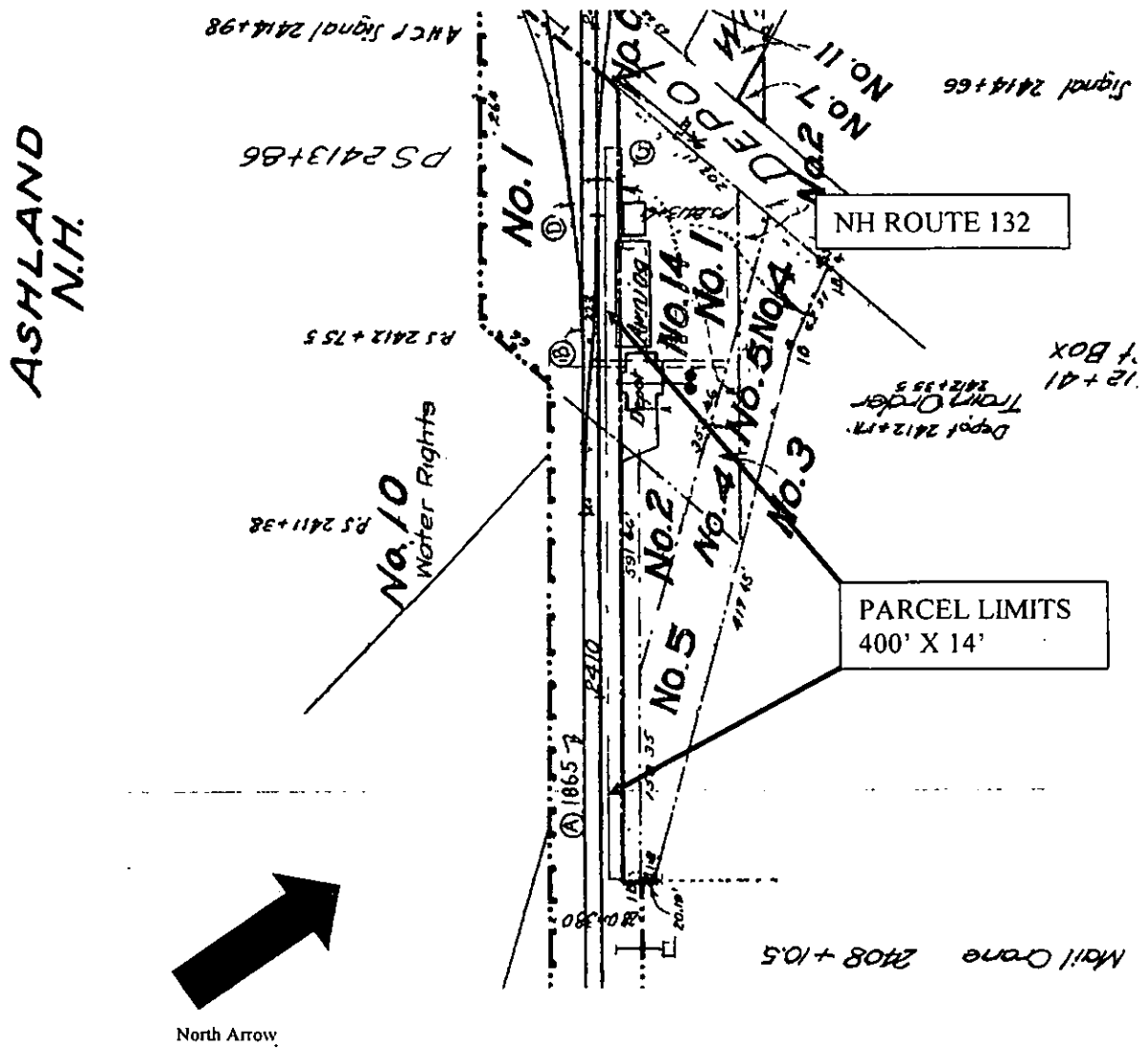
ATTEST: _____
Secretary of State

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LEASE AREA

EXHIBIT A

Ashland Depot – Platform Extension
Valuation Section 21, Sheet 82
Concord – Lincoln Railroad Corridor



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State of New Hampshire

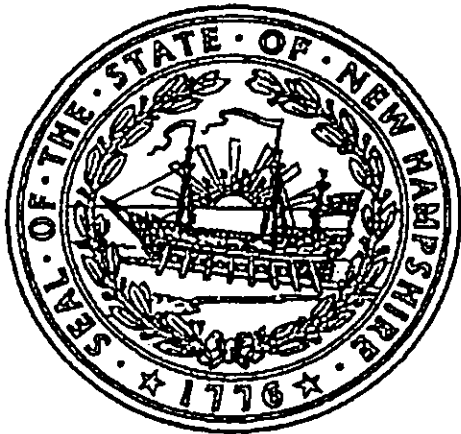
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE ASHLAND HISTORICAL SOCIETY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 15, 1974. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61223

Certificate Number: 0005450080



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of September A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: THE ASHLAND HISTORICAL SOCIETY	Business ID: 61223
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 01/15/1974	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 01/15/1974	
Principal Office Address: 69 Depot St, Ashland, NH, 03217, USA	Mailing Address: PO Box 175, Ashland, NH, 03217, USA
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2020
	Next Report Year: 2025
Duration: Perpetual	
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
No records to view.		

Principals Information

Name/Title	Business Address
Jeanette I Stewart / President	PO Box 175, Ashland, NH, 03217, USA
Robert J Baker / Vice President	PO Box 175, Ashland, NH, 03217, USA
David Ruell / Secretary	PO Box 175, Ashland, NH, 03217, USA
Jane I Sawyer / Treasurer	PO Box 175, Ashland, NH, 03217, USA
Jeanette I Stewart / Director	PO Box 175, Ashland, NH, 03217, USA

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Registered Agent Information

Name: Not Available

Registered Office Address: Not Available

Registered Mailing Address: Not Available

CERTIFICATE OF VOTE

I, Sue Harville, hereby certify that I am the duly elected Secretary of the Ashland Historical Society. I hereby certify that the following is a true copy of a vote taken at a meeting of the Board of Directors of the Ashland Historical Society, duly called and held on 9/17/2019, at which a quorum of the Board was present and voting.

I hereby certify that David Ruell is the duly elected President of the Ashland Historical Society and is empowered to execute a Lease Agreement with the State of New Hampshire will allow the Ashland Historical Society to lease a portion of the State-owned Concord-Lincoln Railroad Corridor in Ashland, NH.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract for which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Attested:

June 21, 2022
Date

Sue Harville
Sue Harville, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

On, 6/21/22, before the undersigned officer personally appeared SUE HARVILLE known to me (or satisfactorily proven) to be the SECRETARY of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

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

June 21, 2022
Date

Jane I. Sawyer
Notary Public

JANE I. SAWYER
Notary Public - New Hampshire
My Commission Expires March 11, 2025

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/24/2021

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

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

PRODUCER NFP Property & Casualty Inc PO Box 370 Plymouth, NH 03264	CONTACT NAME: Sherry.norman@nfp.com	
	PHONE (A/C, No, Ext): 603 481 8802 FAX (A/C, No):	
	E-MAIL ADDRESS: Sherry.norman@nfp.com	
INSURED Ashland Historical Society PO Box 175 Ashland, NH 03217	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Co Operative Insurance Company	18686
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR RSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BOP3001301	11/08/2021	11/08/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	BOP3001301	11/08/2021	11/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	00/00/0000	00/00/0000	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured: State of New Hampshire, Department of Transportation, PO Box 483, Concord, NH 03302.
Additional Insured: Plymouth and Lincoln Railroad, 64 Railroad Square, Lincoln, NH 03251

CERTIFICATE HOLDER State of New Hampshire Department of Transportation PO Box 483 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sherry Norman
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TITLE XX TRANSPORTATION

CHAPTER 228 ADMINISTRATION OF TRANSPORTATION LAWS

Railroads and Other Common Carriers

Section 228:57

228:57 Sale or Lease; Purpose. – The commissioner as sole agent for the state, with the approval of the governor and council, is authorized to sell, transfer or lease all or any part of the rail properties, and other property acquired under the provisions of this subdivision, to any responsible person, firm or corporation, for continued operation of a railroad, or other public use, provided, if necessary, approval for such continued operation, or other public use, is granted by the interstate commerce commission of the United States whenever such approval is required. Such sale, transfer or lease shall be for such price, and subject to said further terms and conditions, as in the opinion of the commissioner are necessary and appropriate to effectuate the purposes of this subdivision.

Source. 1981, 568:55. 2006, 324:19, eff. Jan. 1, 2007.