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STATE OF NEW HAMPSHIRE
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
 DIVISION of PARKS and RECREATION
 172 Pembroke Road Concord, New Hampshire 03301
 Phone: (603) 271-3556 Fax: (603) 271-3553
 Web: www.nhstateparks.org

April 27, 2017

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

REQUESTED ACTION

- 1) Pursuant to RSA 216:3, I and RSA 227-H:9, authorize the Department of Resources and Economic Development, Division of Parks and Recreation (Department) to enter into a Parking Lease Agreement with Mari-Anne Motel of Hampton Beach, NH for use of twelve (12) parking spaces at a non-metered parking lot at Hampton Beach State Park – South Beach for a period of three (3) years upon Governor and Executive Council approval through November 1, 2019.
- 2) Further authorize the Department to accept annual lease payments of \$4,637 for 2017, \$4,682 for 2018, and \$4,727 for 2019, for a total amount of \$14,046 in accordance with the terms of the Parking Lease Agreement. Payments will be deposited into the accounting unit #03-35-35-351510-73000000 “Hampton Meters.”

EXPLANATION

This Parking Lease Agreement is to support regional economic activity and enhance visitors’ stay at the Mari-Anne Motel by easing the difficult parking situation at the Hampton Beach State Park – South Beach area.

Respectfully submitted,

Concurred,


 Philip A. Bryce
 Director


 Jeffrey J. Rose
 Commissioner

PAB/jl-ttl-lml.042717

Attachments



STATE of NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
Seacoast Parking Leases, Concord, NH 03301
Telephone 603-271-3556



**HAMPTON SOUTH BEACH AREA
PARKING LEASE PROGRAM APPLICATION & AGREEMENT – 2017**

The State issues parking space leases to businesses that provide oceanfront seasonal, overnight lodging and accommodations to the general public. Under the provisions of RSA 227-H:9 and RSA 216:3, an application is hereby made for the lease of parking spaces under the policies and rates prescribed herein. The applicant shall abide by and uphold the following provisions and regulations of this program.

1. This lease application is issued under the authority of the Commissioner, Department of Resources & Economic Development ("State"), by the Director of the Division of Parks and Recreation ("Director").
2. The lease shall be valid only upon signed approval by the Director and receipt of the first payment.
3. **The period covered by this lease shall be upon Director's signature through November 1, 2019.** The State retains its right to adjust the parking operating season, and shall notify its Lessees of any changes.
4. Public parking at Hampton Beach State Park – South Beach is currently \$15/vehicle per day. The full value of 12 parking spaces x 105 days/2016 season = \$18,900.00/year. The State reserves the right to increase its lease rates each new lease agreement, based upon its current standard parking pricing and day use occupancy.

The lease rate for this agreement only, shall be based upon the previous year's rate, plus an annual 5% increase, plus an annual premium of \$900.00, as shown below. The premium is the amount of lost revenue due to the State for five days during the 2016 season when the Hampton Beach South parking lot was fully utilized by the general public, calculated as: 12 leased spaces x \$15/vehicle x 5 days = \$900.00.

Year	Rate		Premium	=	Subtotal
2017	\$3,737	+	\$900.00	=	\$ 4,637
2018	\$3,782	+	\$900.00	=	\$ 4,682
2019	\$3,827	+	\$900.00	=	\$ 4,727
			TOTAL		\$14,046

5. **100% of the annual amount due shall be paid not later than July 15th of each year, time being of the essence.** Payments shall be made payable to "Treasurer, State of New Hampshire."
6. A late fee of 5% of any outstanding balance shall be imposed if payment is not received by the due date. If payments are not received by due dates, the State shall remove the "leased" signs or other designation apparatus, and revert the parking space to general public use. The State reserves its right to forward to the Attorney General's Office for collection, a Lessee with outstanding balances.
7. Parking spaces shall be assigned by the State and shall be for exclusive use of the Lessee and his/ her business patrons only. Unless expressly granted by the State, each space shall accommodate one standard passenger vehicle only. No leases or assigned parking spaces shall be re-assigned, sublet or rented to another party without prior written consent from the Director.
8. The State shall install appropriate signs or other designation apparatus to identify the assigned leased space, following a fully executed Lease Agreement. "Leased" signs or other designation apparatus may be installed prior to a fully executed lease agreement for returning Lessees who have fulfilled all obligations under a prior lease, at the discretion of the State.

The State reserves its right to make improvements to its property at any time, and will coordinate its efforts with the Lessee. No signs or other designation apparatus shall be erected or improvements made by the Lessee.
9. **The Lessee shall assume full responsibility and liability for enforcement, and for towing of illegally parked vehicles in its assigned leased parking spaces. The State reserves its right to ticket illegally parked vehicles in such leased parking spaces.**
10. Violation of any terms of the Lease, including the terms for payments, may result in immediate cancellation of the Lease and removal of "Leased" signs, at the discretion of the Director.

11. The Lessee shall agree to defend, indemnify and hold harmless the State of New Hampshire against any and all claims resulting from the Lessee's and his/her guests' use of the leased parking spaces.
12. The Lessee agrees to hold the State, including the Department of Resources and Economic Development, Division of Parks and Recreation, harmless with respect to taxes levied against the premises subject to this lease as a consequence of the application of RSA 72:23-I. The Lessee agrees to pay in addition to other payments hereunder all properly assessed real and personal property taxes against the premises subject to this lease in accordance with the provision of RSA 72:23-I. In the event the Lessee shares a larger parcel of land with other Lessees, he/she shall be obligated to pay only his/her prorated share of any such taxes. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease by the State. The Lessee shall, in addition, reimburse the State for any taxes paid by the State pursuant to RSA 72:23-I as a result of Lessee's failure to pay said taxes.

The State reserves its right to withhold future lease privileges from a Lessee who has violated or breached the provisions or policies of this or a previous Lease Agreement.

PLEASE PRINT LEGIBLY

Number of parking spaces requested: 12 spaces Preferred location(s): Same as last year, see attached site map.

Business Name: Mari-Anne Motel

Name of Business Owner: Joseph G. Williams, sole proprietor

Daytime Phone / Email: 603-926-5411 

SEACOAST Business Address: 2 Ocean Blvd, Hampton, NH 03842

MAILING Address: _____
(if different from above)

I hereby attest that I am the duly authorized signatory, and agree to abide by and uphold the Hampton Beach South Area Parking Lease Program policies, provisions and regulations outlined herein:

Owner or Authorized Agent Joseph G. Williams 3/8/2017
Signature (DULY AUTHORIZED) Date

Please mail this document to the **DRED Div. of Parks & Recreation, 172 Pembroke Rd, Concord NH 03301**

This signed and completed Parking Lease Application.

A copy of your Certificate of Rental Occupancy from the Town permitting overnight accommodations, if the certificate on record has expired.

I affirm that this business is registered in "Good Standing" with the NH Secretary of State.

A fully executed lease agreement will be mailed to you following the Director's approval.

DO NOT WRITE IN THIS SPACE – FOR DIVISION USE ONLY

Approval is hereby granted to lease and assign 12 parking spaces to the above business applicant.
The assigned parking spaces are identified as:

Hampton Beach South, see site map

RATE: $\begin{matrix} 3737 \\ 3782 \\ 3827 \end{matrix}$ $\begin{matrix} 900 \\ 900 \\ 900 \end{matrix}$ * 900 spaces = $\begin{matrix} 4637 (2017) \\ 4682 (2018) \\ 4727 (2019) \end{matrix}$ TOTAL LEASE AMOUNT

FULL ANNUAL PAYMENT DUE BY JULY 15, 2017: Recvd: _____ Amt \$ _____ Ck# _____
FULL ANNUAL PAYMENT DUE BY JULY 15, 2018: Recvd: _____ Amt \$ _____ Ck# _____
FULL ANNUAL PAYMENT DUE BY JULY 15, 2019: Recvd: _____ Amt \$ _____ Ck# _____

Director Philip A. Bryce  5-1-17
Div. Parks and Recreation Signature Date
PAB/tt/jjl 03022017

CERTIFICATE OF RENTAL OCCUPANCY

Town of Hampton

100 Winnacunnet Rd.
Hampton, NH 03842
603 929-5826/Fax 929-2941

Certificate of Occupancy No.

This certifies that the building (structure) located at

and known as Map/lot No.

May be occupied in accordance with the provisions of the Building Code of the Town of Hampton as hereinafter specified.

STORY	BEDROOMS	PERSONS ACCOMODATED	USE
<input type="text" value="3"/>	<input type="text" value="24 units"/>	<input type="text" value="75 total occupants"/>	<input type="text" value="R"/>

This certificate issued to

DATE


Building Official

This permit expires 10 years from issue date and must be renewed upon expiration.

Business Information

Business Details

Business Name: MARI-ANNE MOTEL

Business ID: 640188

Business Type: Trade Name

Business Status: Active

Expiration Date: 12/14/2020

Last Renewal Date: Not Available

Business Creation Date: 12/14/2010

Name in State of Formation: Not Available

Date of Formation in Jurisdiction: 12/14/2010

Principal Office Address: 2 Ocean Blvd, Hampton, NH, 03842, USA

Mailing Address: 2 Ocean Blvd, Hampton, NH, 03842, USA

Business Email: NONE

Phone #: NONE

Notification Email: NONE

Fiscal Year End Date: NONE

Principal Purpose

S.No NAICS Code

1 OTHER / Motel

NAICS Subcode

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

Name

Joseph G Williams

Title

Applicant

Address

2 Ocean Blvd, Hampton, NH, 03842, USA



Mari Anne Motel
NEXT TO STATE PARK
2 OCEAN BLVD.
AREA CODE 603 — TEL. 926-5411

ROUTE 1-A

HAMPTON BEACH, N. H. 03842

4/27/17

I, Joseph G. Williams am
The sole proprietor and The
only one authorized to
sign contracts for The
Mari-Anne Motel

Joseph A. Williams

