



*Victoria F. Sheehan*  
Commissioner

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



*William Cass, P.E.*  
Assistant Commissioner

Bureau of Rail and Transit  
May 14, 2018

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

**REQUESTED ACTION**

Pursuant to RSA 4:40 and 228:57 AUTHORIZE the Department of Transportation to enter into a lease agreement with Bay Reach Realty Group for an 858 square foot parcel of state-owned railroad property located on the Concord-Lincoln Railroad Corridor in the City of Laconia for five years for \$7,500, at \$1,500 per year, and a one-time administrative fee of \$1,100, effective upon Governor and Executive Council approval.

Lease income and the one-time administrative fee will be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 18</u>
Administrative Fee	\$1,100
04-096-096-964010-2991-403532	<u>FY 18</u>
Lease of Railroad Property	\$7,500

**EXPLANATION**

The Department of Transportation received a request from the Bay Reach Realty Group to lease an 858 square foot parcel of the state-owned Concord-Lincoln Railroad Corridor that is currently included in the Department's Operating Agreement with the Plymouth & Lincoln Railroad. However, as this proposed parcel is ancillary to current railroad use and will not impact the existing railroad operations or potential development of active rail with trail in this area, the Department proposes to lease the parcel to Bay Reach Realty Group. Additionally, the proposed lease includes clauses relative to the removal or modification of their use of the property if the property becomes necessary for future transportation uses.

Bay Reach Realty Group proposes to construct and maintain beach facilities and shoreline protection treatments that will mitigate erosion issues and will also provide fencing for the necessary delineation of this property from the active railroad track. In order to legally access their abutting property via the railroad corridor, Bay Reach Realty Group has a current Crossing Agreement with the Department for this location. It should be noted that the only access to the subject parcel is by said crossing of the

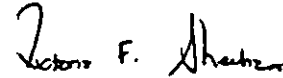
railroad corridor through the Bay Reach Realty Group's property and therefore Bay Reach is the only viable entity who could request such a lease.

RSA 228:57 allows the Department to sell or lease portions of a railroad corridor no longer needed by the State for public use and therefore the Department proposes to lease this parcel to the Bay Reach Realty Group as previously detailed.

This Agreement has been reviewed and approved by the Office of the Attorney General for form and execution. Copies of the fully executed lease agreement have been provided to the Secretary of State's Office and the Department of Administrative Services. Subsequent to the Governor and Council approval, a copy of the Agreement will be on file with the Department of Transportation.

The New Hampshire Council on Resources and Development approved the lease on February 7, 2017. The Long Range Capital Planning and Utilization Committee approved the lease on November 14, 2017.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments



RECEIVED

NOV 16 2017

LRCP 17-026  
RAIL & TRANSIT

MICHAEL W. KANE, MPA  
Legislative Budget Assistant  
(603) 271-3161

CHRISTOPHER M. SHEA, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3161

State of New Hampshire  
OFFICE OF LEGISLATIVE BUDGET ASSISTANT  
State House, Room 102  
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA  
Director, Audit Division  
(603) 271-2785

November 14, 2017

Shelley Winters, Administrator  
Department of Transportation  
Bureau of Rail and Transit  
John O. Morton Building  
Concord, New Hampshire 03301

Dear Ms. Winters,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on November 14, 2017, approved the request of the Department of Transportation, Bureau of Rail and Transit, to lease approximately 868 square feet of the State-owned Concord-Lincoln Railroad corridor in the City of Laconia to Bay Reach Realty Group for \$1,500 per year for five years totaling \$7,500, with a five-year renewal provision and a one-time Administrative Fee of \$1,100, subject to the conditions as specified in the request dated July 17, 2017.

Sincerely,

Michael W. Kane  
Legislative Budget Assistant

MWK/pe  
Attachment

Cc: Louis Barker, Rail and Transit, Dept. of Transportation ✓

LEASE

THIS LEASE, made and entered into this 14 day of MAY, 20 18, between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and Bay Reach Realty Group, hereinafter (collectively) called the "TENANT".

WHEREAS, the LANDLORD is the owner of a railroad corridor in the City of Laconia, County of Belknap, State of New Hampshire. Said Railroad Corridor is used by the Plymouth & Lincoln Railroad (Railroad Operator) under an Operating Agreement with the State of New Hampshire.

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 City of Laconia on the State-owned Concord-Lincoln railroad corridor and nearly opposite Engineering Station 1640+00 to 1640+60, as shown on the attached plan titled Bay Reach Realty Group, Laconia, NH 11/30/2014 and prepared by Watermark Marine Construction (EXHIBIT A).

2. TERM

2.01 The term of this lease shall begin on the 1st day of February 2018, or upon approval by the Governor and Executive Council, whichever is later, and shall end five 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 no less the six months, but no more than twelve months, before the end date that the TENANT wishes to enter negotiations for a new LEASE for an additional five (5) year period. If the TENANT and the LANDLORD cannot agree upon a new LEASE, the TENANT shall surrender to the LANDLORD the premise in accordance with Condition 18.01.

3. SECURITY DEPOSIT AND RENT

3.01 The TENANT agrees to pay to the LANDLORD as a Security Deposit for demised premises the sum of n/a (\$ -) 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.

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- 3.02 All real or personal property taxes assessed by the City of Laconia 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, 1(b), "failure of the lessee to pay any duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor."
- 3.03 Rent shall be one thousand, five hundred (\$1,500) dollars per year, payable in advance, due upon the 1st day of February 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 one hundred, fifty (\$150) 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 private beach area with fence and barrier separating area from railroad track, 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 boats upon the premises.

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 Operator 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 Operator to additional liability to which they would not otherwise be exposed. Accordingly, the TENANT agrees that neither the LANDLORD nor the Railroad Operator 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 Railroad Operator, 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 Operator 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:  
Not Required.

13.02 The TENANT shall maintain Worker's Compensation Insurance or Pooled Risk Management Coverage in the amount as required by current State Statute.

13.03 The TENANT further agrees to obtain and keep in force a policy or policies of insurance providing Comprehensive General Liability or Comprehensive Personal Liability with a minimum \$1,000,000.00 per occurrence limit covering bodily injury and property damage and \$2,000,000.00 in the aggregate 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



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.

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To NHDOT/Landlord:

NH Department of Transportation  
Bureau of Rail & Transit  
PO Box 483  
Concord, NH 03302-0483

Attention: Louis A. Barker  
Railroad Planner

To the Lessee:

Bay Reach Realty Group  
PO Box 516  
North Grafton, MA 01536

Attention: Mr. Raymond P. Therrien  
Manager

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

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

TENANT:

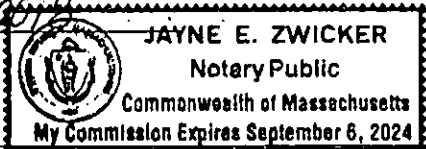
By: Raymond P. Theriault Manager Date: 3/7/18

Print Name and Title

STATE OF MA  
COUNTY OF WORCESTER

On 3/7/2018, before the undersigned officer personally appeared Raymond Theriault known to me (or satisfactorily proven) to be the tenant of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

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

Date 3/7/2018  
  
Notary Public Jayne E. Zwicker

LANDLORD:  
STATE OF NEW HAMPSHIRE  
Department of Transportation

By: [Signature]  
Commissioner

Approved by Attorney General this 23 day of July, 2018, as to form and execution.

By: Allier B. Greenstein  
Assistant Attorney General

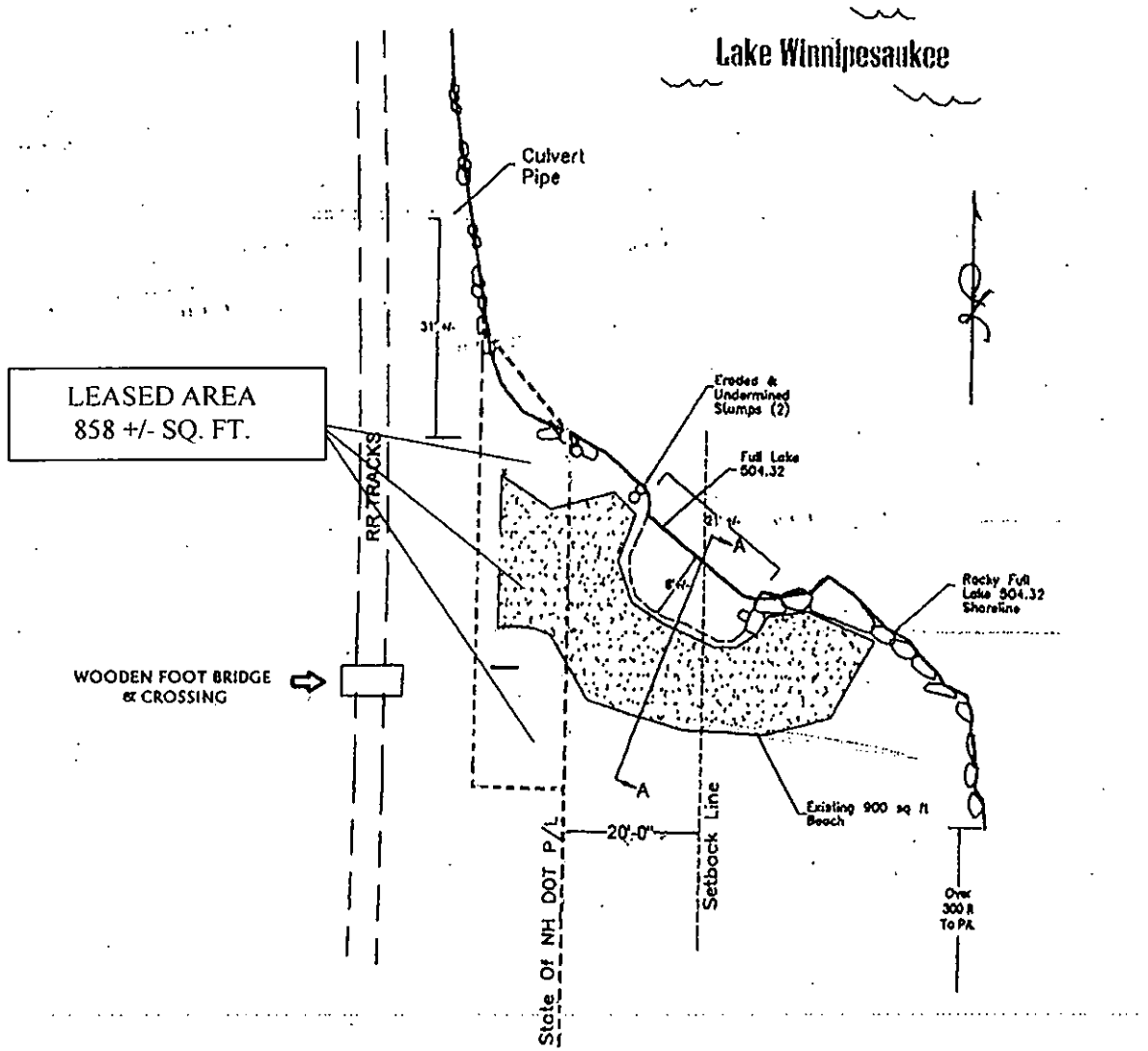
Approved by Governor and Council on \_\_\_\_\_, 20\_\_\_\_, Item # \_\_\_\_\_.

ATTEST: \_\_\_\_\_  
Secretary of State


Approved by New Hampshire Council on Resources and Development on February 7, 2017.  
Approved by Long Range Capital Planning and Utilization Committee on November 14, 2017.

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EXHIBIT A



Bay Reach Realty Group  
Laconia, NH  
11/30/14 1" = 20'

 Watermark Marine Construction  
Laconia, Meredith & Sunapee, NH  
(603) 763-6700 Fax (603) 624-1170

Initial RRT

# State of New Hampshire

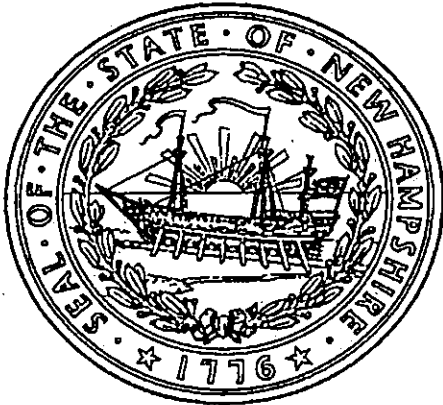
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BAY REACH REALTY GROUP LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 13, 2002. 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: 401661

Certificate Number : 0004102255



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of May A.D. 2018.

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

William M. Gardner  
Secretary of State

**BAY REACH REALTY GROUP, LLC  
PO BOX 516  
NORTH GRAFTON, MA 01536**

**CERTIFICATE OF VOTE**

I, Filippo Mastrocola, do hereby certify that I am a member of the Bay Reach Realty Group, LLC. I hereby certify the following is a true copy of a vote taken at a meeting of the Membership of the Bay Reach Realty Group, LLC, duly called and held on 23<sup>rd</sup> day of February, 2018, at which a quorum of the Membership was present and voting.

Voted: To ratify that on 23<sup>rd</sup> of February, 2018 Raymond P. Therrien was authorized to enter into a specific Lease Agreement with the State of New Hampshire, through the Department of Transportation, Bureau of Rail & Transit and further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote was not been amended or repealed and was in full force and effect as of March 7, 2017, and that Raymond P. Therrien is the duly elected Managing Member of the Bay Reach Realty Group, LLC.

DATED: 6/23/18

ATTEST: 

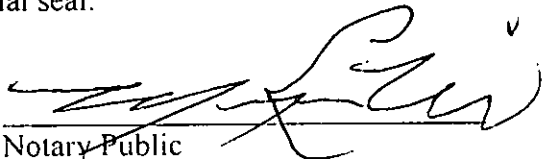
STATE OF NEW HAMPSHIRE

COUNTY OF Bellknop

On, June 23, 2018, before the undersigned officer personally appeared FILIPPO MASTROCOLA known to me (or satisfactorily proven) to be the Member of the corporation identified in the foregoing certificate. and acknowledged that he executed the foregoing certificate.

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

6/23/18  
Date

  
Notary Public

**Morgan Macie**  
Notary Public, State of New Hampshire  
My Commission Expires March 22, 2022

**BAY REACH REALTY GROUP,LLC**  
**P.O.BOX 516**  
**NORTH GRAFTON, MA 01536**

*New Hampshire Department of Transportation*  
*Bureau of Rail & Transit*  
*J.O.Morton Building*  
*7 Hazen Drive*  
*Concord NH 03302-0483*

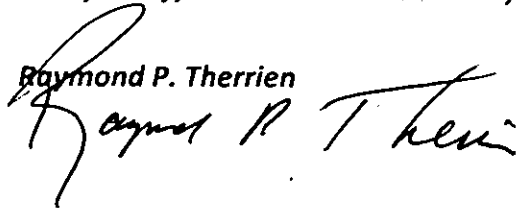
*To whom it may concern*

*6-22-2018*

*I Raymond P. Therrien the duly elected Managing Member of Bay Reach Realty Group LLC.*

*Herby certify that we do not have any employees.*

*Raymond P. Therrien*

A handwritten signature in black ink that reads "Raymond P. Therrien". The signature is written in a cursive style with a large initial "R" and "T".



BAYRE-1

QP ID: V1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/14/2018

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).

<b>PRODUCER</b> Melcher & Prescott Insurance 426 S Main Street Laconia, NH 03246 Dwayne Davis	603-524-4535	<b>CONTACT NAME:</b> Dwayne Davis <b>PHONE (A/C, No, Ext):</b> 603-524-4535 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Indemnity Ins. Co. <b>NAIC #</b> 23280 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Bay Reach Realty Group LLC c/o Ray Therrien 188 Worcester St. N. Grafton, MA 01536		

## 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 INSD	SUBR 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 <input checked="" type="checkbox"/> Additional Insure GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ENP0163381	10/01/2018	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV-INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

The State of NH Dept of Transportation and Plymouth & Lincoln Railroad are Additional Insureds per Form GA 4079 10 01 Additional Insured-Managers or Lessors of Premises with respect to liability arising from the use and/or occupation of State-owned premises under this crossing agreement between the State & the named insured. A 30 Day written notice of cancellation is incl.

### CERTIFICATE HOLDER

### CANCELLATION

STATE26  NH Dept of Transportation & Plymouth & Lincoln Railroad 7 Hazen Drive Concord, NH 03302-0483	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 <i>Jessica E. Fleck</i>
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THE BACK OF THIS FORM CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW



18 MAIN ST  
MILLBURY, MA 01527

CASHIER CHECK

DATE

03/15/16

013740

2

53-520  
113

\*\*\*500.00\*\*\*

\*\*\*FIVE HUNDRED and 00/100\*\*\*USDollars

PAY  
TO  
THE  
ORDER  
OF

\*\*\*TREASURER STATE OF NEW HAMPSHIRE\*\*\*

MILLBURY NATIONAL BANK

LEASE APPLICATION  
BAY REACH REALTY LLC

*Gregory Kelly*  
AUTHORIZED SIGNATURE

⑈0 1 3 7 4 0⑈ ⑆0 1 1 3 0 5 2 0 2⑆ 009989⑈

MILLBURY NATIONAL BANK

013740

03/15/16

2

\*\*\*500.00\*\*\*

\*\*\*FIVE HUNDRED and 00/100\*\*\*USDollars

\*\*\*TREASURER STATE OF NEW HAMPSHIRE\*\*\*

LEASE APPLICATION  
BAY REACH REALTY LLC