



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



19
Deer
William Cass, P.E.
Assistant Commissioner

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Bureau of Rail & Transit
August 5, 2016

REQUESTED ACTION

Pursuant to RSA 228:57-a authorize the Department of Transportation to enter into a **retroactive** lease agreement with East Bluff Highlands Association (8 Congress Street, Stoneham, MA) and Eastbluff Village Condominium Association (6 New Searles Road, Nashua, NH) in the amount of \$9,834.50 for the use of State-owned railroad property in Meredith, NH along Lake Winnepesaukee commencing July 1, 2016 through June 30, 2021 effective upon Governor and Council approval.

Lease income will be credited as follows:

Source of Funds Revenue:	<u>FY 2017</u>
04-96-96-960010-2991	
Special Railroad Fund	
009-407323 Railroad License Fees	\$9,834.50

EXPLANATION

This request is for a **retroactive** Dock Lease Agreement because of the complexity involved in developing and obtaining supporting documentation for a three-party lease that was required after learning that both associations shared the same deeded right-of-way to the parcel adjacent to state-owned railroad property. Previous Dock Lease Agreements were issued for East Bluff Highland Association only, but Eastbluff Village Association used the licenced crossing and paid East Bluff Highland 50% of the lease fee due to the State. After consultation with the Attorney General's Office it was determined, in order to properly recognize the shared property rights of both associations and to ensure adequate insurance to protect the State and operating railroad, that a three-party lease agreement was necessary in order to lease 58 linear feet of frontage on Lake Winnepesaukee on the State-owned Concord to Lincoln Railroad Line in Meredith. Delays in preparing the agreement and obtaining required supporting documentation from both associations have resulted in a **retroactive** Dock Lease Agreement that otherwise has been prepared consistent with RSA 228:57-a as enacted in 2009.

RSA 228:57-a allows the Department to lease portions of a railroad corridor to the owners of adjacent properties separated from the shore of public waters (as defined by RSA 271:20) by only the railroad corridor for private, non-commercial use. This lease gives the lessees the right to cross the railroad

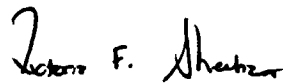
corridor to access the lake and thereby request a permit for a dock or mooring field. The cost of a lease is calculated to be \$33.05 per linear foot per year as specified in RSA 228:57-a. The annual dock lease fee is \$1,916.90 with an additional \$50.00 pedestrian crossing fee assessed annually. The total annual lease and crossing fees for the subject parcel will be \$1,966.90 per year for a five year total of \$9,834.50.

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 Council of Resources and Development approved the lease on April 24, 2015.

The Long Range Planning and Utilization Committee approved the lease on May 27, 2015.

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



LRCP 15-015

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, 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

May 28, 2015

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 228:57-a, II, on May 27, 2015, approved the request of the Department of Transportation, Bureau of Rail and Transit, to renew a lease for an additional five (5) year period, effective July 1, 2015, for 58 feet of railroad frontage along Lake Winnepesaukee to maintain a dock with a private pedestrian grade crossing on the State-owned Concord to Lincoln railroad corridor in the Town of Meredith to East Bluff Highlands Association at \$33.05 per linear foot per year, for the lease fee of \$1,916.90 per year, plus \$50.00 per year for a private pedestrian grade crossing, for a total of \$1,966.90 per year for five years, with no Administrative Fee, subject to the conditions as specified in the request dated May 13, 2015.

Previous lease approval was granted by the Long Range Capital Planning and Utilization Committee (LRCP 10-026) on April 13, 2010.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Acting Commissioner Patrick McKenna
NH Department of Transportation

FROM: Susan Slack, Principal Planner *Susan Slack*
NH Office of Energy and Planning

DATE: April 24, 2015

SUBJECT: Surplus Land Review, SLR 15-003-Meredith

On March 26, 2015, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application from the Department of Transportation:

Request to renew leases of water frontage on four parcels of railroad land, three on Lake Winnepesaukee and one on Lake Waukegan, to abutters for five years, pursuant to RSA 228:57-a, to permit use and maintenance of pedestrian crossings, docks and waterfront access.

CORD members voted to RECOMMEND APPROVAL OF SLR 15-003 as submitted, pending no adverse comments received by the close of the public comment period on April 20, 2015. No adverse comments were received.

cc: Louis Barker, NHDOT, Bureau of Rail and Transit
Meredith Hatfield, Director, NH Office of Energy and Planning
Chair, Long Range Capital Planning and Utilization Committee

2015 DOCK LEASE

HIS LEASE, made and entered into this, between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and both East Bluff Highlands Association 8 Congress Street Stoneham MA 02180 and Eastbluff Village Condominium Association, 6 New Searles Road, Nashua, 03062 hereinafter (collectively) called the "TENANTS".

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 TENANTS to lease the property to the TENANTS on an "as is" basis. This Lease also includes the right to construct and use an at-grade pedestrian crossing of the active railroad tracks, hereinafter called the "FACILITY".

WHEREAS, the State is the owner of a Railroad Corridor in the Town of Meredith, County of Belknap, State of New Hampshire. The State-owned 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 willing to comply with said request, provided that the TENANTS, 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 TENANTS.

NOW, THEREFORE, THIS LEASE WITNESSETH THAT:

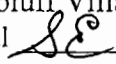
1. DEMISE OF THE PREMISES

- 1.01 For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the TENANTS of each and every term and condition herein set forth, the LANDLORD hereby lease and demises to the TENANTS the premises located in the Town of Meredith on the State-owned Concord-Lincoln railroad line and nearly opposite Engineering Station 1915+59, as shown on the attached Town of Meredith Tax Map (EXHIBIT A).
- 1.02 The Landlord grants to the TENANTS permission to cross a portion of the State-owned Concord-Lincoln railroad corridor to: construct, use, maintain, and reconstruct a private pedestrian crossing within the right-of-way near approximate Valuation Station 1915+59, Section 21 Map 72 (EXHIBIT A).

2. TERM

- 2.01 The term of this lease shall begin on the First of July 2016, or on approval by the Governor and Executive Council, whichever is later, and shall end on the June 30, 2021, unless terminated sooner in accordance with Condition 17.01 or 17.02.
- 2.02 The TENANTS shall notify the LANDLORD no less than ninety (90) or no more than one hundred eighty (180) days of the ending date that the TENANTS wish to enter negotiations for a new LEASE for an additional five (5) year period. If the TENANTS and the LANDLORD cannot agree upon a new LEASE, the TENANTS shall surrender to the LANDLORD the premise in accordance with Condition 18.01.

East Bluff Highlands
Initial 

Eastbluff Village
Initial 

2015 DOCK LEASE

3. SECURITY DEPOSIT AND RENT

- 3.01 The TENANTS agree to pay to the LANDLORD as a Security Deposit for demised premises the sum of n/a (\$0.00) dollars to secure the performance of the TENANTS'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 TENANTS's obligations hereunder. The TENANTS 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 Meredith as a result of this LEASE are not included in the rent and will be paid by the TENANTS. 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."
- 3.03 Rent shall be one thousand, nine hundred, sixteen dollars and ninety cents (\$1,916.90) per year, due on July 1 each year to the Landlord; both East Bluff Highland Association and Eastbluff Village Condominium Association will be responsible for the rent as apportioned: nine hundred, fifty eight dollars and forty five cents (\$ 958.45) per year plus \$ 25 per year for a private pedestrian grade crossing, for a total of nine hundred and eighty three dollars and forty five cents (\$ 983.45), payable in advance, due on July 1 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 TENANTS agree to pay a late charge of seventy-five (\$75.00) dollars.

4. QUIET ENJOYMENT

- 4.01 The LANDLORD covenants and agrees that so long as the TENANTS are not in default of any of the covenants and agreements of this LEASE, the TENANTS'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 TENANTS exclusively as a private dock facility, and neither the premises nor any part thereof shall be used at any time during the term of this LEASE by the TENANTS for the purpose of carrying on any other business, profession or trade of any kind. The TENANTS shall comply with all laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised

East Bluff Highlands
Initial JB

Eastbluff Village
Initial SE

2015 DOCK LEASE

premises during the term of this LEASE. The TENANTS shall not use the premises in any manner that will disturb a neighbor's peaceful enjoyment of other property.

- 5.02 Procurement and delivery of a current Dock Permit issued by the New Hampshire Department of Environmental Services, Wetlands Bureau (NHDES) or a current Mooring Field Permit from Department of Safety – Safety Services-Moorings Program (NHDOS) to the State is a condition precedent to the effectiveness of this Agreement. Each TENANT agrees to furnish a copy of a current Dock Permit issued by the NHDES that has been recorded at the Registry of Deeds or a copy of a current Mooring Field Permit from NHDOS to the Bureau of Rail & Transit. Failure to furnish documentation to the Bureau of Rail & Transit will result in termination of the lease subject to the provisions of Section 16.
- 5.03 No TENANT or visitor or invitee of the TENANTS may park any motorized vehicle on any area, which is not designated specifically for parking. No unregistered motorized vehicles shall be stored upon the premises.

6. MAINTENANCE OF PREMISES

- 6.01 The TENANTS agree that all work on construction, maintenance, repair, and reconstruction of said at-grade pedestrian crossing FACILITY shall be performed at a time and under conditions acceptable to the State, and shall at no time interfere with the operation of the railroad by the State, its lessees or assigns. The TENANTS shall construct the FACILITY as shown on the Typical Crossing Plan (Exhibit B) attached to this LEASE.
- 6.02 The TENANTS agree that it is liable for the cost of all work and materials required to construct, use, maintain, repair, relocate and reconstruct said FACILITY on NHDOT Railroad Property as indicated in the Standard Prosecution of Work for a Pedestrian Crossing Constructed on NHDOT Railroad Property. Such responsibility shall include but not be limited to the cost of all on-site inspectors or other representatives of the State to inspect the materials and to monitor construction and a railroad flagman, if such individuals are necessary in the sole judgment of the State. Any deficiencies in materials, methods of construction or workmanship shall be promptly corrected to the mutual satisfaction of the TENANTS and the State. The TENANTS are solely responsible for the presence of their equipment along the State-owned railroad corridor.
- 6.03 The TENANTS will assume the cost of temporary removal, restoration and adjustment of the FACILITY in the event track repairs or additional track installations require such modifications.
- 6.04 The TENANTS shall retain the Railroad Operator responsible for maintenance of the track adjacent to the FACILITY, or, if not available, a contractor approved by the State, to perform all railroad related track work (such as replacing and/or installing ballast, defective ties, tie plates, spikes and crossing structures) during the construction or whenever the track structure is disturbed, distorted or altered due to the existence of said FACILITY. The Operator's current fee and wage structure will be used for all services rendered by the Operator.

East Bluff Highlands
Initial JE

Eastbluff Village
Initial JE

2015 DOCK LEASE

- 6.05 Any damage to the State-owned railroad corridor contained herein which, as determined by the State, is caused by, results from or arises out of the installation, maintenance or presence of the TENANTS's FACILITY shall be repaired by the State. The TENANTS shall fully compensate the State for all costs associated with the repair of any such damage.
- 6.06 The TENANTS shall coordinate any and all work within the State-owned railroad corridor with the Plymouth & Lincoln Railroad, and State by contacting railroad personnel at (603) 745-2135 and State personnel at (603) 271-2468 respectively and giving them a minimum of 48 hours advance notice of the work to be performed in the area so that the Railroad Operator and inspectors can schedule railroad related work around the construction. The TENANTS cannot enter onto the State owned Railroad Corridor at any time without first obtaining authorization from the State and the Railroad Operator.
- 6.07 The TENANTS shall, at the State's request and the TENANTS's expense, provide whatever protection is deemed necessary by the State, in the event the State performs any work on or within the State-owned railroad property limits, including but not limited to inspection, maintenance, cleaning, snow removal, construction, rehabilitation, and repair of such State-owned railroad property.
- 6.08 The TENANTS shall submit its written maintenance policies and procedures to be used for the inspection repair and maintenance of said FACILITY to the State for review and approval. Such policies and procedures shall be approved by the State prior to initial operation of the constructed FACILITY.
- 6.09 The TENANTS acknowledge that the premises are in good order and repair at the beginning of the LEASE term, unless otherwise indicated by attached written statement. The TENANTS shall at their own expense maintain the premises in a clean and sanitary manner. The TENANTS shall not allow brush, leaves, grass or other plant matter, ice, snow, dirt or any other material to be placed on the premises.
- 6.10 The TENANTS shall be responsible for any damage caused during this tenancy. The TENANTS shall return the premises to the LANDLORD in as good order and condition as when received, ordinary wear and tear accepted. The TENANTS agree 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 TENANTS 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.

East Bluff Highlands

Initial 

Eastbluff Village

Initial 

2015 DOCK LEASE

8. ALTERATIONS AND IMPROVEMENTS

8.01 The TENANTS 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 TENANTS, 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 TENANTS, 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 TENANTS has abandoned or surrendered the premises, or whenever necessary to determine the condition of the premises. Whenever practical the LANDLORD shall provide the TENANTS with 24 hours' notice prior to entry. Any indication of LEASE violations shall be grounds for immediate eviction action.

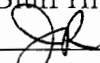
10. ASSIGNMENT AND SUBLETTING

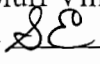
10.01 Without the prior written consent of the LANDLORD, the TENANTS shall not assign this LEASE, or sublet or grant any concession or license to use the premises or any part thereof. A consent by the LANDLORD to one assignment, subletting, concession, or license shall not be deemed to be a consent to 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 TENANTS shall be responsible for arranging for and paying for all utility services required on the premises.

12. DANGEROUS MATERIALS

East Bluff Highlands
Initial 

Eastbluff Village
Initial 

2015 DOCK LEASE

12.01 The TENANTS 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 TENANTS acknowledge that the facility is being requested for the TENANTS's advantage and does not involve the Railroad Operator or LANDLORD's performance of their duties to the public. The TENANTS further acknowledge that the installation and use of the facility by the TENANTS will expose the LANDLORD and the Railroad Operator to additional liability to which they would not otherwise be exposed. Accordingly, the TENANTS agree that neither the LANDLORD nor the Railroad Operator shall be liable for injury or death of the TENANTS or agent of TENANTS, regardless of status as guest, invitee or trespasser, or for loss or destruction of or damage to any property of the TENANTS or any agent of the TENANTS while upon, or about, or in the use of the facility. The TENANTS 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 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 TENANTS or from the use, maintenance, installation, removal or existence of this facility, respective of any negligence on the party 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 TENANTS. This covenant shall survive the termination of this Agreement. In addition the TENANTS 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


13.02 Each 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 designating the State of New Hampshire and Plymouth & Lincoln Railroad as additional named insureds.

13.03 Procurement and delivery of a certificate indicating such insurance acceptable to the State is a condition precedent to the effectiveness of this Agreement. Each TENANT 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 and Plymouth & Lincoln Railroad are 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." Nothing contained herein shall be construed as a waiver of sovereign immunity.

East Bluff Highlands

Initial 

Eastbluff Village

Initial 

2015 DOCK LEASE

13.04 In the event the TENANTS elect to retain an independent contractor to install the crossing the TENANTS agree and to obtain and maintain a policy or policies of insurance effective during the construction of the facility, and designating the State of New Hampshire and the Railroad Operator as additional insureds.

13.04.1 Comprehensive Automobile Liability: \$500,000.00 combined limit

13.04.2 Railroad Protective Public And Property Damage Liability: \$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

13.04.3 Worker's Compensation Insurance: In the amount as required by current State Statute

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 either TENANT will be permitted. The LANDLORD and TENANTS 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 either 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 TENANTS ten (10) days' notice in writing. Failure of either TENANT to comply with the notice shall automatically give the LANDLORD the right to terminate this LEASE evict the TENANTS and take full and complete possession of the premises.

16. TERMINATION OF LEASE FOR CAUSE

16.01 In the event that either 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 either TENANT shall default in the observance or performance of any other of the TENANTS'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 TENANTS 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 TENANTS 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 one TENANT defaults on its portion of installment of Rent, the lease will be terminated unless the other TENANT pays the full amount, \$1,916.90, within 10 days of the default.

East Bluff Highlands

Initial 

Eastbluff Village

Initial 

2015 DOCK LEASE

16.03 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 TENANTS 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 TENANTS 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 TENANTS for the pro-rata proportion of the remaining number of days for which rent has been paid in advance but during which the TENANTS no longer occupy the premises.

17.02 The TENANTS 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 TENANTS 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 TENANTS 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 TENANTS shall peacefully quit and surrender to the LANDLORD the premises together with all improvements, alterations, or additions made by the TENANTS, which cannot be removed without damaging the premises. The TENANTS shall remove all personal property and shall repair any damage caused by such removal. The TENANTS's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this LEASE.

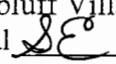
19. INDEMNIFICATION AND RELEASE FROM LIABILITY

19.01 The TENANTS 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 TENANTS 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

East Bluff Highlands
Initial 

Eastbluff Village
Initial 

2015 DOCK LEASE

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 TENANTS 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.

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 TENANTS.

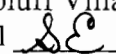
21.04 No Waiver of Breach. No assent, by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the 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.

East Bluff Highlands
Initial 

Eastbluff Village
Initial 

2015 DOCK LEASE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, the day and year first-written above.

EAST BLUFF HIGHLAND ASSOCIATION -TENANT

By: Joseph Riley

Date: 6/25/2016

Print Name and Title Joseph Riley Pres. CBH

STATE OF New Hampshire
COUNTY OF Belknap

On, 6/25/16, before the undersigned officer personally appeared Joseph Riley 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.

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

6/25/2016
Date

Valerie A. Fogg
Notary Public

VALERIE A. FOGG
State of New Hampshire
Justice of the Peace / Notary Public
My Commission Expires July 11, 2017

EASTBLUFF VILLAGE CONDOMINIUM ASSOCIATION - TENANT

By: Stephen Edwards

Date: 6/25/16

Print Name and Title

STATE OF New Hampshire
COUNTY OF Belknap

On, 6/25/16, before the undersigned officer personally appeared Stephen Edwards known to me (or satisfactorily proven) to be the Board of Directors 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.

6/25/2016
Date

Valerie A. Fogg
Notary Public

VALERIE A. FOGG
State of New Hampshire
Justice of the Peace / Notary Public
My Commission Expires July 11, 2017

STATE

By: Victoria I. [Signature]
Commissioner

Date: 8/10/16

East Bluff Highlands
Initial JR

Eastbluff Village
Initial SE

2015 DOCK LEASE

New Hampshire Department of Transportation

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on August 12, 2016.

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Asst. Attorney General

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

ATTEST: _____
Secretary of State

Approved by New Hampshire Council on Resources and Development on March 26, 2015.

Approved by Long Range Capital Planning and Utilization Committee on May 27, 2015.

LEASED AREA

EXHIBIT A

NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT
FILE NO. 407
LEASED TO East Bluff Highlands Association
V21/72, Station 1915+59
58+/- Linear Feet

East Bluff Highlands
Initial [Signature]

Eastbluff Village
Initial [Signature]

2015 DOCK LEASE

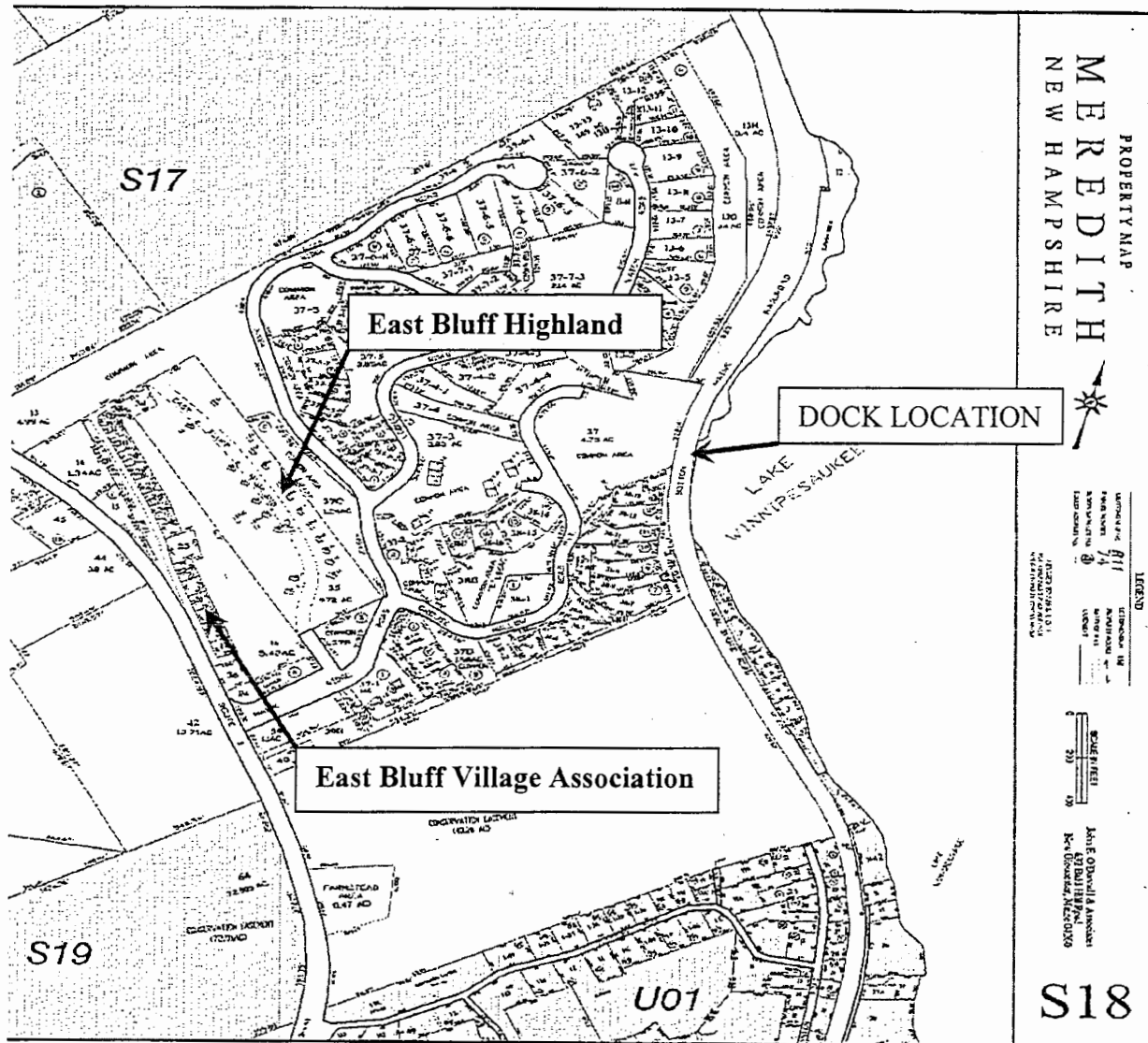


EXHIBIT B

TYPICAL PLANKED CROSSING DETAIL

East Bluff Highlands

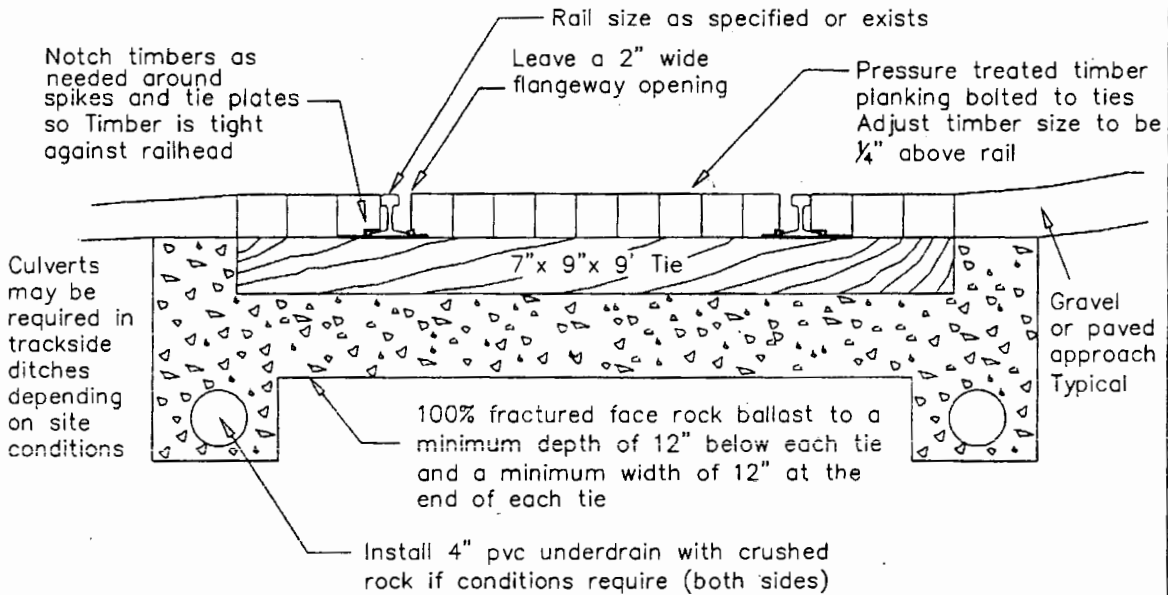
Initial *[Signature]*

Eastbluff Village

Initial *[Signature]*

2015 DOCK LEASE

Typical Planked Timber Crossing



1. The length of the timbers will vary depending on whether the crossing is to be used for a pedestrian crossing, a farm crossing or driveway.
2. Timbers must be installed 2' wider on both sides than the road approaches. A pedestrian crossing should be a minimum of 5' wide, The farm and driveway crossings should be a minimum of 12' wide.
3. Full depth rock ballast under the ties only needs to be installed if it is necessary to rebuild the entire crossing.
4. Timber planks should be lagged at the last tie on both ends and then staggered hitting approximately every fourth tie.
5. This is a conceptual plan and the actual site will need to be reviewed with the Bureau's Railroad Engineer before actual work can be determined.
6. New crossties and track work may need to be preformed before the crossing can be built. The cost of that work which must be done by the Operating Railroad will be borne by the Permittee

Not to scale

Brian Lombard PE
revised February 21, 2008



STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT

P.O. BOX 483
CONCORD, NEW HAMPSHIRE 03302-0483
(603) 271-2468 FAX(603) 271-6767

PLANKED TIMBER CROSSING TYPICAL CONSTRUCTION DETAILS

REVISIONS	
DATE	DESCRIPTION
2 - 2008	UPDATES

SHEET:

CT-1

East Bluff Highlands

Initial *JH*

Eastbluff Village

Initial *SE*

2015 DOCK LEASE

CERTIFICATE OF VOTE

If necessary (Association/Trust/LLC)

CORPORATE SEAL

Also, must be notarized.

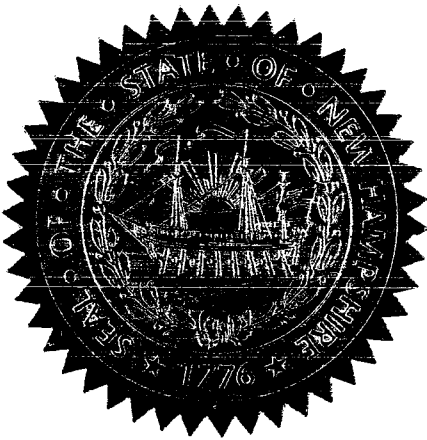
East Bluff Highlands
Initial EA

Eastbluff Village
Initial EV

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 EASTBLUFF HIGHLANDS ASSOCIATION (SECTION A) is a New Hampshire nonprofit corporation formed September 25, 1970. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of May A.D. 2016

A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner
Secretary of State

Eastbluff Highlands
T.initial QR

Eastbluff Village
T.initial SE

CERTIFICATE OF VOTE

I, Kathleen Howe do hereby certify that I am the duly elected Sec/Treas of East Bluff Highlands Association. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the East Bluff Highlands Association, duly called and held on Sept 6, 2015, at which a quorum of the Board was present and voting.

Voted: That Joseph Riley is duly authorized to enter into a specific Dock Lease and Pedestrian Crossing 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 has not been amended or repealed and remains in full force and effect as of June 25, 2016 and that Joseph Riley is duly elected President of this Board of Directors, East Bluff Highlands Association.

DATED: 6/25/16

ATTEST: Kathleen McHowe

STATE OF NEW HAMPSHIRE
COUNTY OF

On, 6/25/16, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Secretary 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.

June 25, 2016
Date

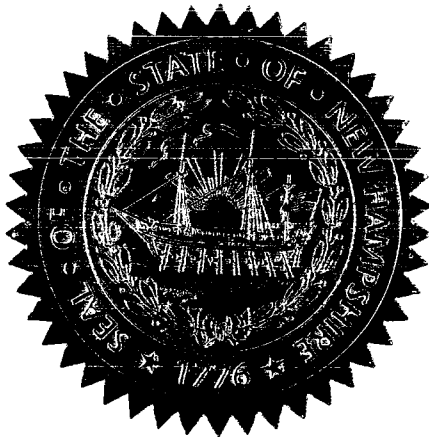
Valerie A. Fogg
Notary Public

VALERIE A. FOGG
State of New Hampshire
Justice of the Peace / Notary Public
My Commission Expires July 11, 2017

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 Eastbluff Village Association, Inc. is a New Hampshire nonprofit corporation filed June 2, 2016. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of June, A.D. 2016

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

William M. Gardner
Secretary of State

Eastbluff Highlands
Initial

Eastbluff Village
Initials

CERTIFICATE OF VOTE

I, Bonnie C. Marshall, do hereby certify that:

1. I am a duly elected Secretary for Eastbluff Village Association, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors and members of Eastbluff Village Association, Inc. duly held on May 21, 2016.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Transportation, for the provision of acquiring a lease for a pedestrian crossing over the State-owned Railroad Corridor used by the Plymouth & Lincoln Railroad located in Meredith.

RESOLVED: That Stephen Edwards, member of the Board of Directors for Eastbluff Village Association, Inc.

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary, desirable or appropriate.

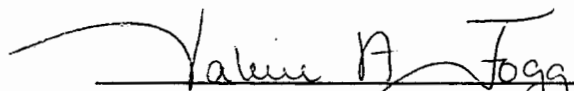
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25th day of June, 2016.
4. Stephen Edwards is the duly elected member of the Board of Directors of Eastbluff Village Association, Inc.



Secretary of Eastbluff Village Association, Inc.

STATE OF NEW HAMPSHIRE
County of Belknap

The forgoing instrument was acknowledged before me on this 25th day of June, 2016.
By Bonnie C. Marshall, Secretary of Eastbluff Village Corporation.



(Notary Public/Justice of the Peace)

Commission Expires: _____

VALERIE A. FOGG
State of New Hampshire
Justice of the Peace / Notary Public
My Commission Expires July 11, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2016

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 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		CONTACT NAME: Richele Glidden	
Cross Insurance-Meredith		PHONE (A/C, No, Ext): (603) 279-8122	FAX (A/C, No): (603) 279-8876
45 NH Route 25		E-MAIL ADDRESS: rtglidden@crossagency.com	
Meredith NH 03253		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hanover Ins Co.	
		INSURER B: CNA Ins Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL158346586 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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	ZHV 8796380 05	8/30/2015	8/30/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 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			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B			0250756910	9/8/2015	9/8/2016	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PLEASE NOTE THAT THESE ARE FREE STANDING SINGLE FAMILY HOMES AND IT IS THE RESPONSIBILITY OF EACH OWNER TO INSURE THE STRUCTURE.
 THE ASSOCIATION PROVIDES LIABILITY COVERAGE FOR COMMON AREAS. THERE ARE 19 UNITS IN THIS ASSOCIATION.

CERTIFICATE HOLDER NH Dept. of Transportation, Plymouth & Lincoln Railroad 7 Hazen Drive Concord, NH 03302	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 Richele Glidden/REG <i>Richele Glidden</i>

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/15/2016

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 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 Cross Insurance-Meredith 45 NH Route 25 Meredith NH 03253	CONTACT NAME: Debra Davis PHONE (A/C, No, Ext): (603) 279-8122 E-MAIL ADDRESS: debdavis@crossagency.com FAX (A/C, No): (603) 279-8876	
	INSURER(S) AFFORDING COVERAGE	
INSURED East Bluff Village Association Inc c/o Vicky Fogg 600 White Oaks Road Laconia NH 03246	INSURER A MMG Ins Co NAIC # 15997	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1652373105 **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	X		CP12185878	12/12/2015	12/12/2016	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						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"/> OCCUR <input type="checkbox"/> 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				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)
Refer to policy for exclusionary endorsements and special provisions.

****The following certificate holder is listed as additional insureds****

CERTIFICATE HOLDER State of New Hampshire and Plymouth & Lincoln Railroad 7 Hazen Drive PO Box 483 Concord, NH 03302	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 Debra Davis/DD5 <i>Debra L Davis</i>
--	--