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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Rail & Transit
December 29, 2020

REQUESTED ACTION

Pursuant to RSA 228:57-a, authorize the Department of Transportation to enter into a **retroactive** lease agreement with Correia Girls Realty Trust (Hilliard Road, Laconia, NH), in the amount of \$26,477.50 for the use of state-owned railroad property in Laconia, NH along Lake Winnepesaukee, commencing January 1, 2021 through December 31, 2025, and assess the one-time administrative fee of \$1,100, effective upon Governor and Council approval.

Rental to be credited as follows:

04-096-096-964010-2991	<u>FY 2021</u>				
Special Railroad Fund					
009-403532 Railroad Property Sale or Lease	\$1,100.00				
04-96-96-964010-2991-403532	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
Lease of Railroad Property					
009-403532 Railroad Property Sale or Lease	\$5,295.50	\$5,295.50	\$5,295.50	\$5,295.50	\$5,295.50

EXPLANATION

This request is for a **retroactive** Dock Lease Agreement resulting from several administrative steps taken to develop a more comprehensive agreement that includes a more accurate description of the qualifying property and the inclusion of details that clearly describe conditions and limits of the use of and access to the state-owned railroad corridor. Additional delays were also experienced as a result of the adverse impact of the pandemic and Bureau's ability to safely conduct site visits to confirm current property conditions. These delays resulted in this agreement being retroactive to January 1st, which will allow for the completion date of the agreement to be the end of the calendar year, making subsequent renewals easier to prepare and plan for.

The Department of Transportation received a request from Correia Girls Realty Trust to enter into a lease for 150 linear feet of frontage along Lake Winnepesaukee on the state-owned Concord to Lincoln Railroad Line in Laconia. Correia Girls Realty Trust is the owner of an adjacent property and previous

owners of said property most recently had a lease for a portion of the railroad property at this location from October 11, 2006 to October 10, 2011.

The request submitted for the lease at this location was intended for the typical 5-year term per RSA 228:57-a, III. The June 22, 2020 approval by Long Range Capital Planning & Utilization Committee and other issues prevented occupation by the Tenant on July 1, 2020. In fact, the dock construction contractor could not access the site prior to Governor and Council approval of this lease effectively ruling out the use of State property for the 2020 construction season. The Tenant requested that the lease commence when construction could commence in the spring of 2021. As was understood by the Department, the Tenant would not be occupying the location and the utilization a 5 year term the Department proposed and agreed to the January 2021 to December 2025 term.

This agreement 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 lessee 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 \$34.97 per linear foot per year as specified in RSA 228:57-a. The annual amount for the dock rights is \$5,245.50 and an additional \$50.00 is assessed annually for the pedestrian crossing. The total annual lease fee for the subject parcel will be \$5,295.50 per year for a total of \$26,477.50 for five years.

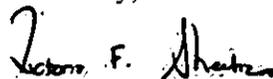
This Agreement has been reviewed and approved by the Office of the Attorney General for form and execution. Copies of the fully executed lease agreement have been provided to the Secretary of State's Office and the Department of Administrative Services. Subsequent to the Governor and Council approval,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

The Council of Resources and Development approved the lease on September 5, 1996.

The Long Range Planning and Utilization Committee approved the lease on June 22, 2020, item number LRCP 20-034.

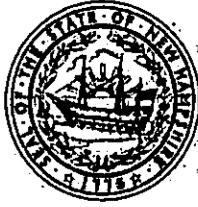
Your approval of this lease agreement is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments



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

State of New Hampshire

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

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

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

June 23, 2020

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, on June 22, 2020, approved the request of the Department of Transportation, Bureau of Rail and Transit, to lease to Maria Ramos and Brian Correia 150 feet of railroad frontage along Paugus Bay for a private, non-commercial dock with pedestrian at-grade crossing on the State-owned Concord to Lincoln Railroad Corridor in the City of Laconia, for the lease fee of \$5,245.50 per year, plus \$50.00 per year for a private pedestrian at-grade crossing, equaling \$5,295.50 per year for five years for a total of \$26,477.50, beginning on July 1, 2020 through June 30, 2025, and assess a one-time \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 8, 2020.

Sincerely,

/s/ Michael W. Kane

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment

Cc: Louis Barker, Railroad Planner, Bureau of Rail and Transit

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

From: Louis A. Barker
Railroad Planner

Date: June 8, 2020

At: Dept. of Transportation
Bureau of Rail and Transit

thru: Shelley Winters
Administrator

SW 06/08/2020

Patrick Herlihy, Director
Division of Aeronautics, Rail & Transit

PH 6/9/2020

Stephen LaBonte, Administrator
Bureau of Right of Way

SL 6/9/20

SUBJECT: Proposed Lease of State-owned Railroad Property in Laconia
RSA 228:57-a

TO: Representative John R. Cloutier, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

1. Pursuant to RSA 228:57-a, II, the Department of Transportation requests approval from the Long Range Capital Planning and Utilization Committee to lease to Maria Ramos and Brian Correia 150 feet of railroad frontage along Paugus Bay for a private, non-commercial dock with pedestrian at-grade crossing on the State-owned Concord to Lincoln Railroad Corridor in the City of Laconia. The lease fee will be \$5,245.50 per year, plus \$50.00 per year for the private pedestrian at-grade crossing. The total lease fee with crossing will be \$5,295.50 per year for five years for a total of \$26,477.50 beginning on July 1, 2020 through June 30, 2025. In addition, the Department will assess a one-time \$1,100.00 Administrative Fee.

EXPLANATION

The New Hampshire Department of Transportation, Bureau of Rail and Transit has received a request from Maria Ramos and Brian Correia to lease for 150 feet of railroad frontage along Paugus Bay for a private, non-commercial dock with pedestrian at-grade crossing on the State-owned Concord to Lincoln railroad corridor in Laconia.

RSA 228:57-a allows the Department to lease for private, non-commercial use 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. Maria Ramos and Brian Correia own property that abuts the railroad corridor for a distance of 150 feet.

As established by RSA 228:57-a and calculated using the New England Consumer Price Index table, the cost of a lease is \$34.97 per linear foot per year. For 150 linear feet the lease fee will be \$5,245.50 per year, plus \$50.00 per year for the private pedestrian at-grade and underground utility crossing. The total lease fee with crossing will be \$5,295.50 per year for five years for a total of \$26,477.50. Pursuant to RSA 4:40, III-a, the Department will assess a one-time \$1,100.00 Administrative Fee.

The Department has reviewed the request and determined that the proposed lease will not interfere with use of the active railroad line.

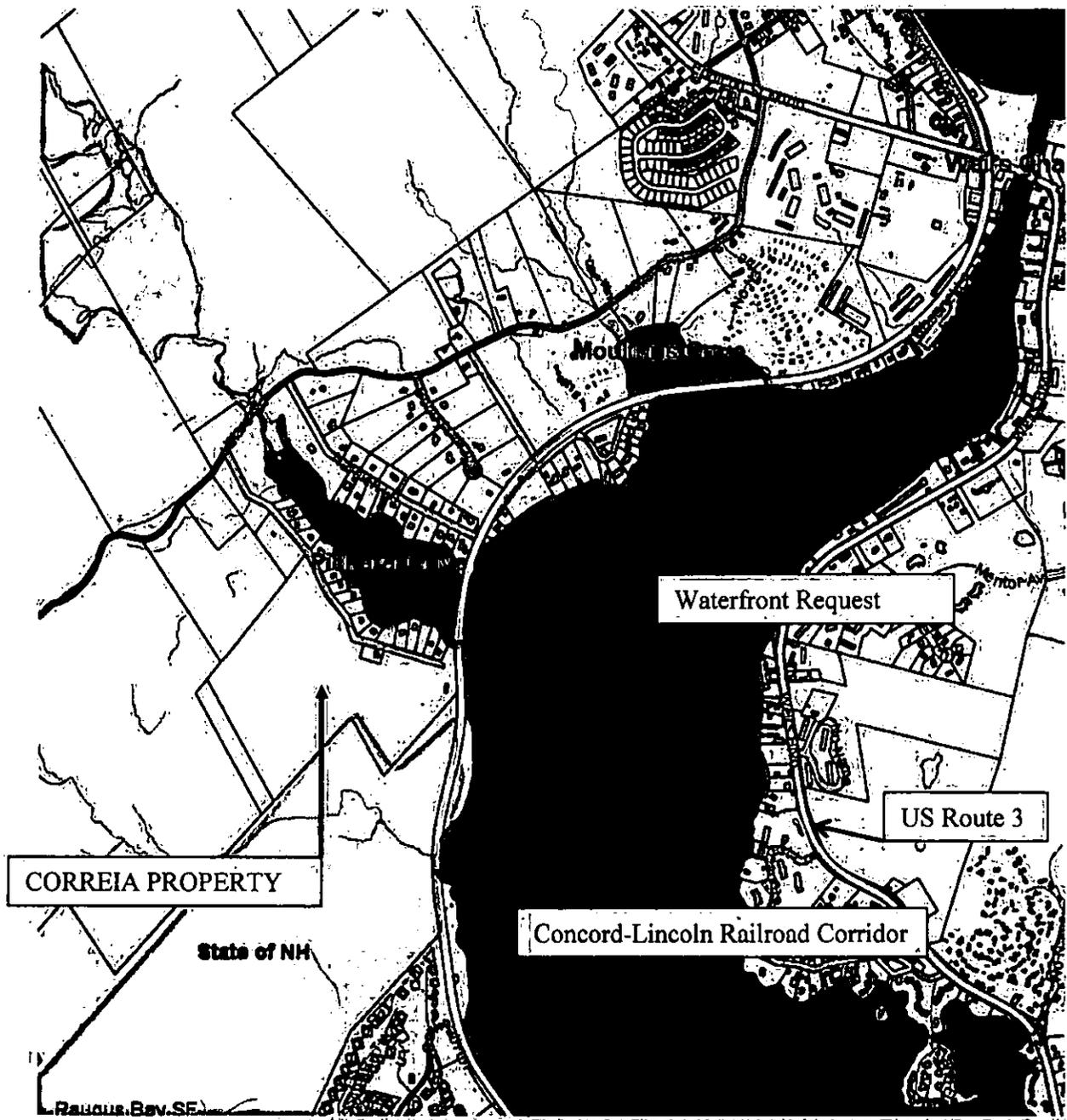
A prior owner of the adjacent property previously leased this frontage from the Department beginning in 1997.

The New Hampshire Council on Resources and Development (recommended) approved a lease for this location at its September 5, 1996 meeting.

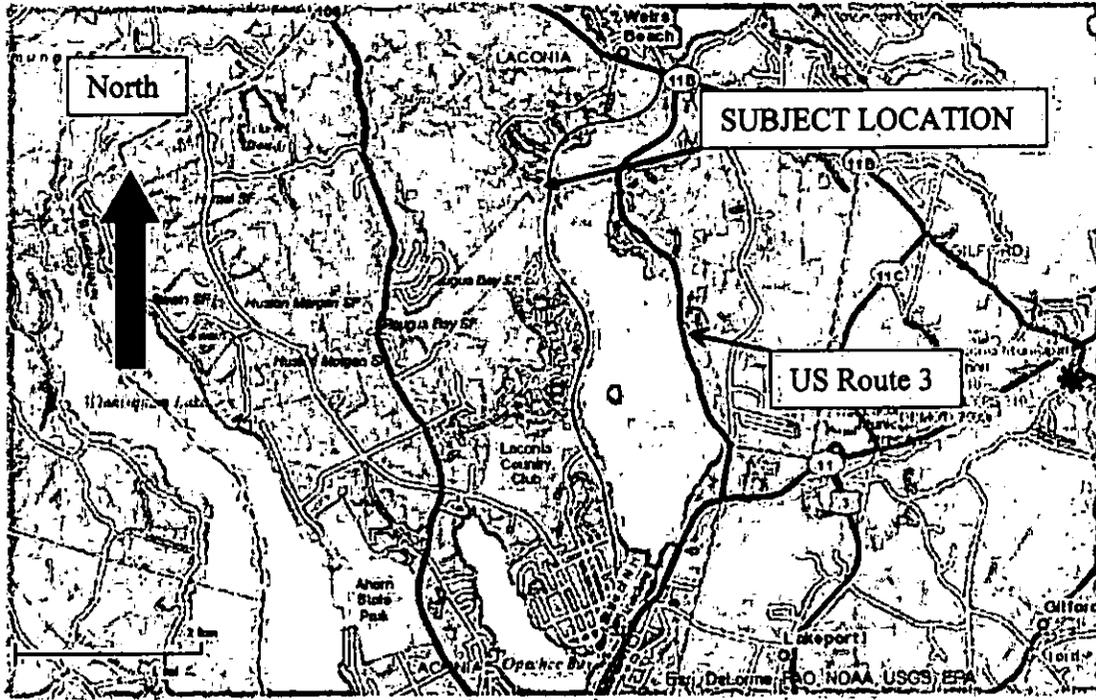
Authorization is requested to lease this property on the State-owned Concord to Lincoln railroad corridor in Laconia to Maria Ramos and Brian Correia, as outlined above.

Attachments

a. Tax Map – Mosaic
City of Laconia, Hillcroft Road



B. Topo

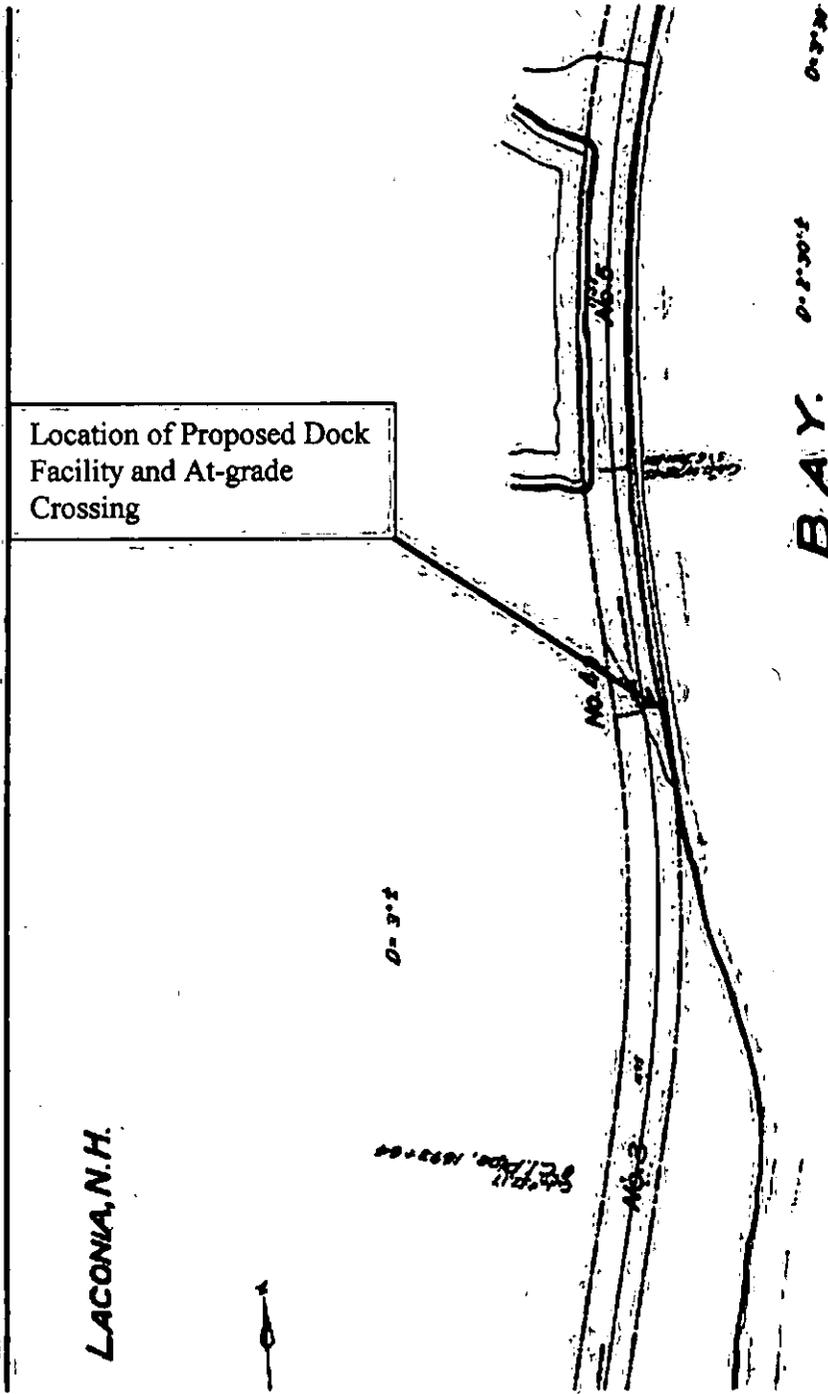


c. Aerial Photo



d. Proposed Plan Dock Improvements Submittal.

e. Railroad Valuation Section 21, Sheet 68
Engineering Station 1702+00



[CCA1]

THIS LEASE, made and entered into this, between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and Correia Girls Realty Trust, 48 Heritage Hill Road, Windham, NH 03087 hereinafter (collectively) called the "TENANT".

WHEREAS, the LANDLORD is the owner of the hereinafter described property, which is not immediately required by the LANDLORD and has been requested by the TENANT to lease the property to the TENANT on an "as is" basis. 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 City of Laconia, County of Belknap, State of New Hampshire. The State-owned Railroad Corridor is used by the Plymouth & Lincoln (Railroad Operator) under an Operating Agreement with the State of New Hampshire.

WHEREAS, the TENANT owns parcel City of Laconia Section 196, Block 322 and Lot 13 which is adjacent to the State-owned Corridor. Said parcel qualifies, per RSA 228:57-a, for the ability to lease State-owned railroad waterfront for the sole purpose of installing a dock or mooring (Review RSA 228:57-a, II-a[CCA2]).

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 (150 linear feet) located in the City of Laconia on the State-owned Concord-Lincoln railroad line and nearly opposite Engineering Station 1699+50 to 1701+00+/-, as shown on the attached Railroad Valuation Section 21 Map 68 (dated September 16, 2020) (Attached).
- 1.02 The Landlord grants to the Tenant 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 1700+00, Section 21 Sheet 68 as shown on either NHDOT Bureau of Rail & Transit Plan CT-1 Typical Planked Timber Crossing (dated September 1, 2020) (Attached).
- 1.03 The TENANT agrees to the installation of the Emergency Notification Sign on the west side of the tracks a minimum of 12' from the nearest rail. The TENANT agrees that it is liable for the cost of the acquisition, installation, maintenance and replacement of railroad safety signage at the location of the subject crossing. The Railroad Operator or the Bureau of Rail & Transit will help determine the location of the sign. The Emergency Notification Sign shall be white letters on blue background and include Railroad Operator's emergency number (603) 398-3483, Crossing Inventory #xxx-xxx (# to be determined per location). See "Railroad Crossing Emergency Notification Sign" detail SL-2 (dated --2020) (Attached).

1.04 The Tenant shall review and be fully aware of the LANDLORD's property (Right-of-Way). A Cross Section is provided noting the dimensions each direction from the center line of the track system. The Tenant shall understand any activity within the right-of-way must be approved in writing by the LANDLORD. Review (Attached) dated 09-16-2020 [CCA3][BL4].

2. TERM

2.01 The term of this lease shall begin on the First of January 1, 2021, or on approval by the Governor and Executive Council, whichever is later, and shall end on the December 31, 2025; [wsj] unless terminated sooner in accordance with Condition 17.01 or 17.02.

2.02 The TENANT shall notify the LANDLORD no less than six months but no more than twelve (12) months of the ending 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 (\$0.00) dollars to secure the performance of the TENANT's obligations hereunder. The LANDLORD may at its option set off all or portions of the deposit to pay for damages caused by any breach of the TENANT's obligations hereunder. The TENANT shall not have the right to apply the security deposit in payment of any past due rent.

3.02 All real or personal property taxes assessed by the 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, 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 is calculated at 150 lf @ 34.97 + \$50 Annual Fee for the at-grade pedestrian crossing.

3.04 Rent shall be five thousand, two hundred, forty-five dollars and fifty cents (\$5,245.50) per year plus fifty dollars (\$50) per year for the private pedestrian at-grade crossing for a total of five thousand, two hundred, ninety-five dollars and fifty cents (\$5,295.50) per year, payable in advance, due upon the 1st of January each [wsj] 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 fifty (\$50.00) dollars. [wsj]

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 a personal dock facility, 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 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. The 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 TENANT 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 TENANT agrees 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 TENANT shall maintain, repair or reconstruct the FACILITY as shown on the Typical Crossing Plan attached to this LEASE or as shown on either NHDOT Bureau of Rail & Transit Plan CT-1 Typical Planked Timber Crossing (dated September 1, 2020) (Attached).
- 6.02 The TENANT agrees 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 LANDLORD to inspect the materials and to monitor construction and a railroad flagman, if such individuals are necessary in the sole judgment of the LANDLORD. Any deficiencies in materials, methods of construction or workmanship shall be promptly corrected to

the mutual satisfaction of the TENANT and the LANDLORD. The TENANT is solely responsible for the presence of its equipment along the LANDLORD-owned railroad corridor.

- 6.03 The TENANT will assume the cost of temporary removal, restoration and adjustment of the FACILITY in the event of track maintenance, track repairs or additional track installations require such modifications.
- 6.04 The TENANT shall retain the Railroad Operator responsible for maintenance of the track adjacent to the FACILITY, or, if not available, a contractor approved by the LANDLORD, 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.
- 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 TENANT's FACILITY shall be repaired by the LANDLORD. The TENANT shall fully compensate the LANDLORD for all costs associated with the repair of any such damage.
- 6.06 The TENANT shall coordinate any and all work within the State-owned railroad corridor with the Plymouth & Lincoln Railroad, and LANDLORD by contacting railroad personnel at (603) 745-2135 and LANDLORD personnel at (603) 271-2468 respectively and giving them a minimum of 3 days' advance notice of the work to be performed in the area so that the Railroad Operator and inspector can schedule railroad related work around the construction. The TENANT cannot enter onto the State owned Railroad Corridor at any time without first obtaining authorization from the LANDLORD and the Railroad Operator.
- 6.07 The TENANT shall, at the LANDLORD's request and the TENANT's expense, provide whatever protection is deemed necessary by the LANDLORD, in the event the LANDLORD 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 TENANT shall submit its written maintenance policies and procedures to be used for the inspection repair and maintenance of said FACILITY to the LANDLORD for review and approval. Such policies and procedures shall be approved by the LANDLORD prior to initial operation of the constructed FACILITY.
- 6.09 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.
- 6.10 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

wear and tear accepted. 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. Such services shall be installed per NHDOT Bureau of Rail & Transit standards and not without written permission from the LANDLORD.

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 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 TENANT 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 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

13.02 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 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 LANDLORD is a condition precedent to the effectiveness of this Agreement. The TENANT shall provide to the

LANDLORD 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 LANDLORD and the Named Insured." Nothing contained herein shall be construed as a waiver of sovereign immunity.

13.04 In the event the TENANT elects to retain an independent contractor to install the crossing the TENANT agrees 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 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.

All notices required pursuant to this Agreement shall be forwarded by registered or certified mail to the following:

To NHDOT:

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

Attention: Railroad Planner
(603) 271-2468
Louis.barker@dot.nh.gov

To the TENANT:

Correia Girls Realty Trust
48 Heritage Hill Road
Windham, NH 03087

Attention: Mr. Brian Correia
Property Trustee/Owner
(603) 532-1315
email

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.

MR

- 21.05 Unenforceable Terms. If any terms of this LEASE or any application thereof shall be invalid or unenforceable, the remainder of this LEASE and any application of such term shall not be affected thereby.
- 21.06 Entire LEASE. This LEASE embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 21.07 No Waiver of Sovereign Immunity. No provision in this LEASE is intended to be nor shall it be interpreted by either party to be a waiver of the State's sovereign immunity.

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

TENANT

CORREIA GIRLS REALTY TRUST

By: Marisa Ramos

Date: 11/16/2020

Marisa Ramos, Trustee
Print Name and Title

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On, 11/16/2020 before the undersigned officer personally appeared Marisa Ramos known to me (or
satisfactorily proven) to be the Trustee of the ~~corporation~~ Trust identified in the foregoing document, and
acknowledged that she executed the foregoing document. *Trust

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

11/16/2020
Date

[Signature]
Notary Public



DOUGLAS E. HAUSLER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 13, 2024

LANDLORD

By: [Signature]

Date: 1/7/21

Commissioner
New Hampshire Department of Transportation

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on
1/15, 2021.

OFFICE OF THE ATTORNEY GENERAL

By: Alvin B. Greenstein
Asst. Attorney General

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

ATTEST: _____
Secretary of State

MR

Approved by New Hampshire Council on Resources and Development on July 11, 2019

Approved by Long Range Capital Planning and Utilization Committee on June 22, 2020.

Attachments[CCA8][BL9]:

Railroad Valuation Sheet (dated 9/16/2020)

CT-1 Typical Planked Timber Crossing (dated 9-1-2020)

Emergency Notification Sign (dated 9-16-2020)

NHDOT ROW (dated 9-16-2020)

MPR

CERTIFICATE OF VOTE

If necessary (Association/Trust/LLC)

CORPORATE SEAL

Also, must be notarized.

MR

CERTIFICATE OF GOOD STANDING

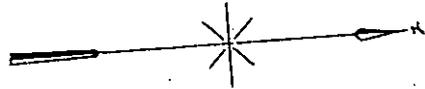
If necessary (Association/Trust/LLC)

MR

MR

September 16, 2020

LACONIA, N.H.



Property Identification
196-322-13

CONCORD-LINCOLN RR

CONC. 14.106' W
5.15' STAKE LOC. (OLD 300)

CONC. 29.17
8' C. (1.130) 1693+69



No. 3

No. 4

No. 5

MP C32

D=3'±

DOCK LOCATION

BAY.

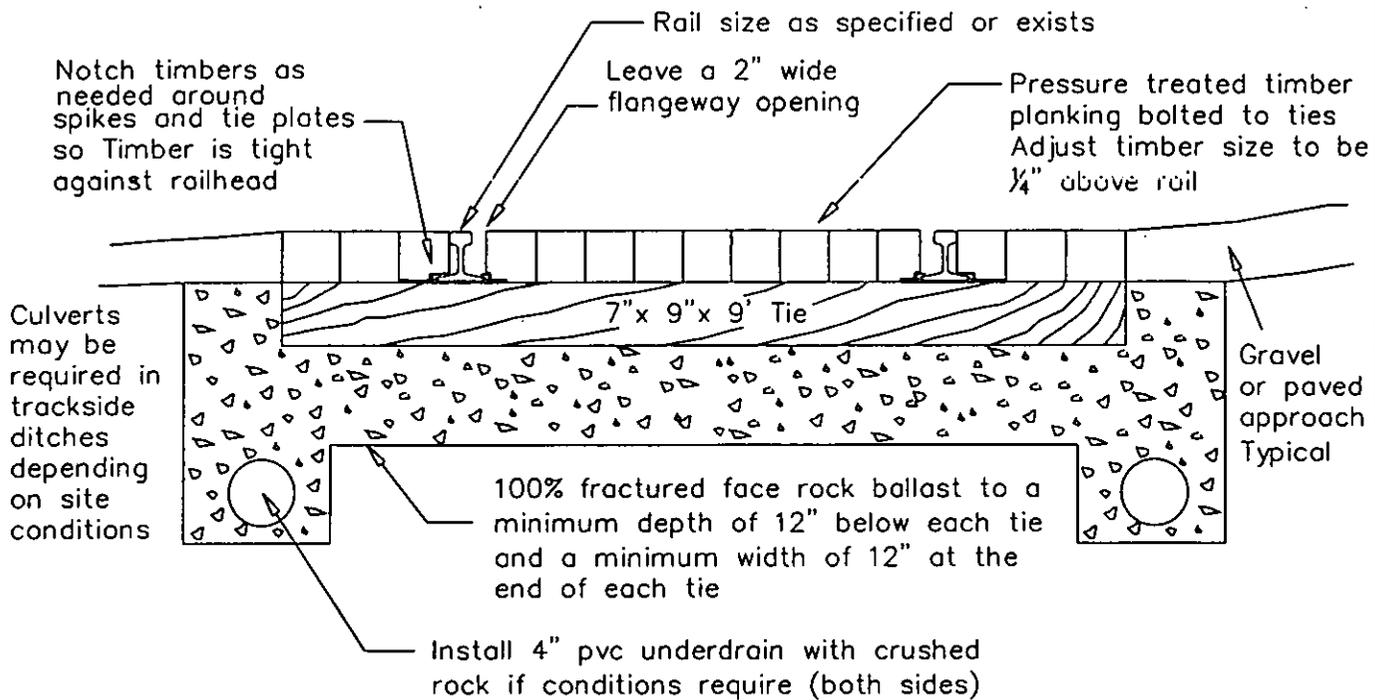
D=2'30"±

D=3'30"±

VALUATION SECTION 21, SHEET 68

PAUGUS BAY

TIMBER PLANKED CROSSING DETAIL



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 crossies 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



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

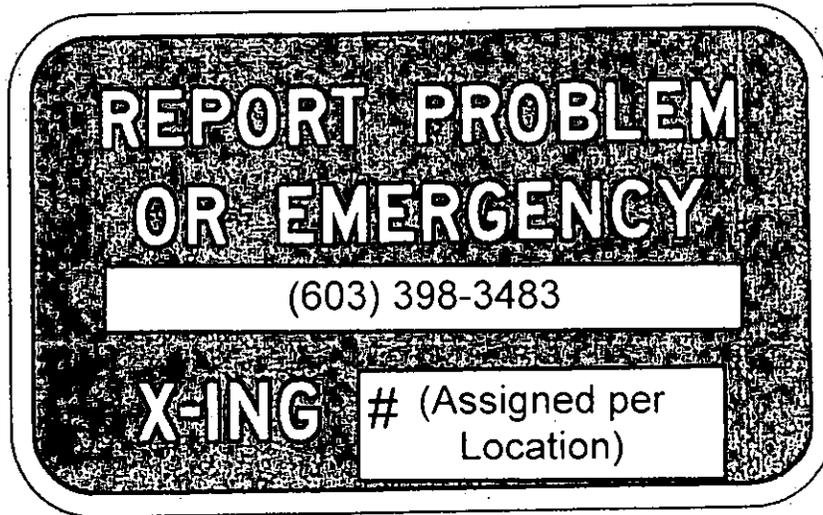
TYPICAL TIMBER PLANKED
CROSSING DETAIL

REVISIONS	
DATE	DESCRIPTION
September 1, 2020	

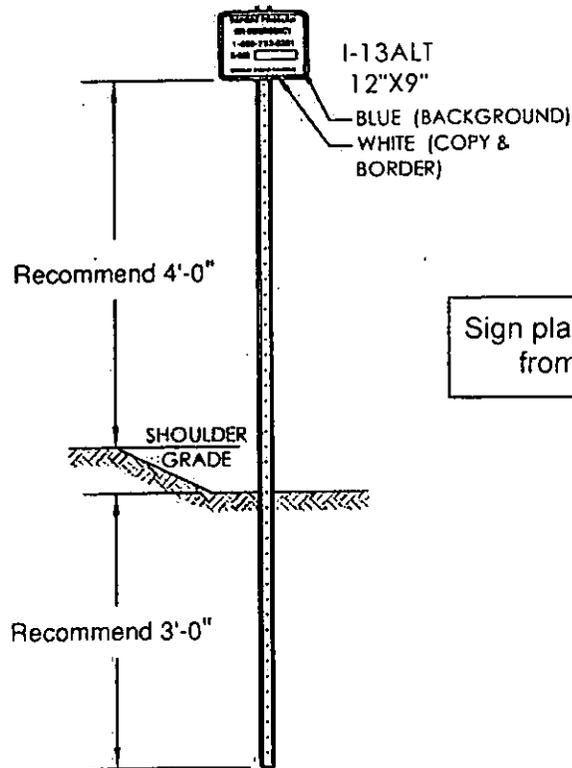
SHEET:

CT-1

MR



I-13
 Railroad Emergency Notification



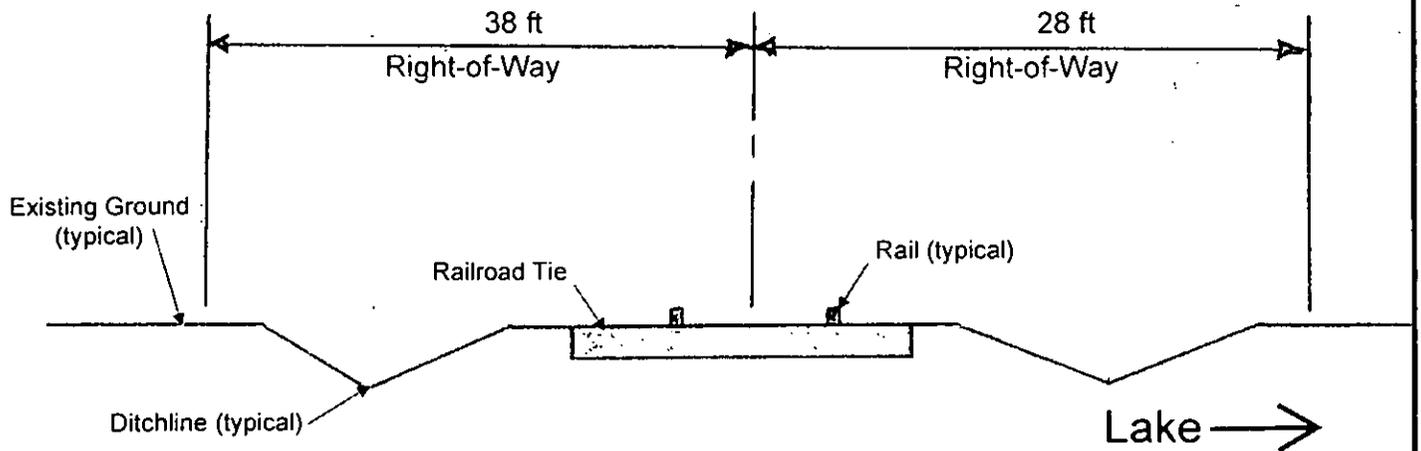
Sign placement shall be 12 ft from the nearest rail.

**RAILROAD CROSSING
 EMERGENCY NOTIFICATION
 SIGN (ENS)**

SL-2

MR

New Hampshire DOT Right-of-Way



Railroad Cross Section

Facing North
V21/68, Station 1700+00

Not to Scale

Note: This is a generic railroad cross section provided to demonstrate the Landlords property (ROW) from the center line of the track system

Revised Date 9-16-2020

MR

Judith A. McHath

**DECLARATION OF TRUST
ESTABLISHING**

CORREIA GIRLS REALTY TRUST

I, Marisa Ramos, of 48 Heritage Hill Road, Windham, NH 03087, do hereby declare that I and my successor(s) in trust hereunder will hold any and all trust property ("Trust Property") that has been, or hereafter may be, acquired by or conveyed or transferred to me or to my successor(s), as Trustee hereunder, IN TRUST, for the sole benefit of the beneficiaries ("Beneficiaries") hereunder from time-to-time, upon the terms, conditions and provisions and subject to the limitations hereof:

1. Trustees and Beneficiaries. The term "Trustee", as used herein, shall mean the person or persons who, from time to time, shall be serving as the trustee or trustees hereunder; and all of the rights, powers, authorities, privileges and immunities provided hereunder for the Trustee may be exercised by such person or persons who shall be appointed as Trustee from the written direction of the beneficiaries which shall be maintained with this original Declaration of Trust ("Trust") at such time. In the event there are two Trustees, ANY ONE TRUSTEE may execute any and all instruments and certificates necessary to carry out the provisions of the Trust. In the event there are more than two Trustees, ANY TWO TRUSTEES, except as otherwise provided herein, may execute such instruments and certificates necessary to carry out the provisions of the Trust.

The beneficiaries of this Trust are the persons and/or entities listed as the Beneficiaries in the schedule of beneficiaries ("Schedule of Beneficiaries") as of this day executed by them and the Trustee. The Schedule of Beneficiaries shall be held by the Trustee as part of the records of this Trust, but such Schedule of Beneficiaries shall not be registered or recorded. The beneficial interests of the Beneficiaries are as now, or hereafter may be, set forth on the Schedule of

Beneficiaries, which shall be amended from time-to-time, to reflect any changes in the identity of the Beneficiaries or in their respective beneficial interests hereunder. Any of the Beneficiaries hereunder may serve as a Trustee, but no Trustee need be a Beneficiary hereunder.

2. Name of Trust. This Trust may be referred to as **CORREIA GIRLS REALTY TRUST**; the mailing address of this Trust shall be: c/o Marisa Ramos, DMD, Lowell Tooth Docs, 59 Lowes Way, Suite 202, Lowell, MA 01852.

3. Trustee's Powers. Except as hereinafter provided in the case of the Termination of the Trust in accordance with paragraph 5 hereof, a Trustee shall have no power or authority to deal in or with the Trust Property held hereunder unless a Trustee shall have first received directions in writing executed by a majority of interest vote of the Beneficiaries and, upon the receipt of such directions, as and to the extent specifically contained therein, a Trustee shall have full power and authority to:

- (a) To sell, assign, convey, transfer, exchange, and otherwise deal with or dispose of the Trust Property or any part thereof, free and discharged of any and all trusts, at public or private sale, to any person or persons, for cash or on credit, subject to any restrictions, stipulations, agreements and reservations, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Trust Property sold or transferred and to execute and deliver any deed or other instrument in connection with the foregoing;
- (b) To purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the termination of this Trust, any property or rights to property, real or personal and to own, manage, use and hold such property and such rights;

- (c) To execute and deliver in a trust and fiduciary capacity, bills of sale, agreements, assignments, contracts, leases, deeds, powers of attorney, receipts and any and all instruments in writing necessary and appropriate for the administration of this Trust;
- (d) To enter into any arrangement for the use or occupation of the Trust Property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses, or concessions, even if the same extend beyond the termination of this Trust;
- (e) To borrow or in any other manner raise such sum or sums of money or other property and to evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at any time even beyond the termination of this Trust, and to execute and deliver any mortgage, pledge, or other instruments to secure any such borrowing; and
- (f) To erect and construct or to advance money for the erection and the construction of buildings whether the same be upon the Trust Property;

No Trustee, however, shall be required to take any action, as so directed, which, in the opinion of such Trustee, will involve him or her in any personal liability unless he or she shall first be indemnified to his or her satisfaction.

4. Trustee's Certificate. No person dealing with a Trustee hereunder shall be under any obligation or liability to see to the application of any purchase money or of any other money or property lent, delivered or transferred to the Trustee or to see that the terms and conditions of this Trust have been complied with. Any person dealing with the Trust Properly or with a Trustee may rely fully, and without further inquiry, upon a certificate, signed by each and every person appearing from the records of the Trust to be the Trustee hereunder, as to: (i) who is/are the Trustee(s) or who are the Beneficiaries hereunder; (ii) the authority of the Trustee to act, or (iii) the existence or non-existence of any fact or facts which constitute or may constitute conditions precedent to any acts or action by the Trustee or which are in any other manner germane to the affairs of the Trust,

including, without limitation, the fact of whether or not directions authorizing a Trustee to so act, as provided in paragraph 3 hereof, have been given by the Beneficiaries.

The filing by a Trustee of a written certificate signed by the Trustee filed and recorded at the Registry of Deeds wherever the applicable land is located in New Hampshire and in substantially the same form as set forth in the Revised Statutes of New Hampshire, said statutes shall be conclusive evidence and notice to all third parties that the Trustee named therein and his successors have full and absolute power to convey any interest in real estate and improvements thereon held by the Trustee.

5. Termination of Trust. This Trust may be terminated at any time by delivery to a Trustee of an instrument in writing setting forth such termination, signed and acknowledged by Beneficiaries holding not less than one hundred (100%) percent of the beneficial interests in this Trust. Upon delivery of such notice of termination, the Trustee shall acknowledge receipt of the same and a Certificate of Termination, signed and acknowledged by each and every person appearing from the records of the Trust to be the Trustee hereunder; provided, however, that this Trust shall terminate upon the bankruptcy, adjudicated mental incompetency, or death of any of the Beneficiaries, in which event the remaining Beneficiaries shall deliver a written notice of termination to the Trustee, directing the Trustees to sign, acknowledge and record a Certificate of Termination where directed by said beneficiaries, and this Trust shall thereupon be terminated as hereinafter set forth; and provided further, however, that in the event of the death of any of the Beneficiaries, the surviving Beneficiaries and the successor in interest of the deceased Beneficiary may unanimously agree to continue this Trust, in which event no such notice of termination shall be delivered to the Trustees.

Notwithstanding any of the foregoing provisions of this paragraph 5 hereof, this Trust shall terminate twenty (20) years from the date of the death of the Grantor hereof. In case of the termination of this Trust, either by expiration of time or otherwise, the Trustees shall thereupon transfer and convey, by proper deeds or other instruments, in writing, the specific assets constituting

the Trust Property, subject to any leases, mortgagee, contracts or other liens or encumbrances on the Trust Property, to the Beneficiaries, as tenants-in-common, in proportion to their respective beneficial interests hereunder. All such deeds or other installments shall refer to this Trust and shall be accompanied by a certificate, signed and acknowledged by the Trustees, that the grantees or transferees named in such deeds or other instruments are the Beneficiaries and that the beneficial interests of the respective Beneficiaries are as set forth in said deeds or other instruments.

6. Resignation of Trustees. Any of the Trustees hereunder may resign by written instrument, signed and acknowledged by such resigning Trustee, which shall be recorded in the records of the Trust.

7. Successor Trustees. Succeeding or additional Trustees may be appointed, and any of the Trustees hereunder may be removed, by a written instrument, signed and acknowledged by Beneficiaries holding not less than one hundred (100%) percent of the beneficial interests in this Trust; provided however, that, in each such case, a certificate, signed and acknowledged by each and every person appearing from the records of the Trust to be the Trustees hereunder, naming the Trustee or Trustees appointed or removed and, in the case of any appointment, the acceptance in writing by any Trustee or Trustees to appointed, shall be recorded in the records of the Trust and as otherwise directed by the beneficiaries. Upon the appointment of any succeeding or additional Trustee, title to the Trust Property shall thereupon, without necessity of any instrument of conveyance or transfer, be vested in such succeeding or additional Trustee jointly with the remaining Trustees, if any. Each succeeding or additional Trustee shall have the same rights, powers, authorities, privileges and immunities as the original Trustees hereunder. No Trustee shall be required to furnish any bond.

8. Transfer of Beneficial Interests. Other than by operation of law, including the laws of descent and distribution, none of the Beneficiaries shall have the right to transfer his beneficial

interest in this Trust, or any portion thereof, without the prior written consent of all of the other Beneficiaries. In the event that any of the Beneficiaries wishes to transfer his or her beneficial interest in this Trust, he or she shall so notify the other Beneficiaries by a notice in writing. Within thirty (30) days of receipt of such notice, each of the beneficiaries who consents to the proposed transfer shall notify the transferring Beneficiary of his consent in writing. In the event that all of the other Beneficiaries do not so notify the transferring Beneficiary, then this Trust shall terminate and the Beneficiaries shall deliver a notice of termination to a Trustee, signed and acknowledged by the Beneficiaries holding not less than one hundred (100%) percent of the beneficial interests in this Trust, directing the Trustee to sign, acknowledge and record a Certificate of Termination with the records of the Trust and as otherwise directed by the Beneficiaries, and this Trust shall be terminated in accordance with paragraph 5 hereof.

9. Amendments. This Trust may be amended, from time to time, by an instrument in writing, signed and acknowledged by the Beneficiaries holding not less than one hundred (100%) percent of the beneficial interests in this Trust. The Trustee shall then sign, acknowledge and record said amendment or a Certificate of Amendment with the records of the Trust, except that any change, amendment or alteration of the Schedule of Beneficiaries shall not be recorded but shall be held by a Trustee.

10. Liability of Trustees. No Trustee hereunder shall be liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith including but not limited to liability in contract or in torts or be so liable or accountable for more property than he actually received, or for delegating any power or authority to one or other of the trustees or any other agent, employee, appointee or attorney selected by him or be so liable, accountable or deprived by reason of errors of judgment or mistakes of fact or law or by reason of anything except his own willful misconduct, gross negligence or willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustees.

11. Reliance on Legal Documents. Every agreement, lease, sublease, deed, mortgage, note or other instrument executed by the Trustee shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that, at the time of the delivery of such instrument, this Trust was in full force and effect and that the execution and delivery thereof was duly directed by the Beneficiaries, pursuant to the provisions of this Trust.

12. Liability of Limitations. The Trustee shall have no power or authority to enter into any contract which shall bind or affect the beneficiaries personally, or call upon them for any payment of any sums of money or any payment whatsoever, but the Trustee shall be entitled to indemnity against any and all liabilities either in contract or tort which they may incur or to which they may be subject out of the Trust Property. In every written note, lease, deed, mortgage, contract or any other obligation which the Trustee may make, reference shall be made to this instrument, and the person, persons, or corporation contracting with the Trustee shall look only to the funds and property of the Trust for the payment of any mortgage, note, debt, judgment or decree, or of any money that may otherwise become due or payable by reason of the failure on the part of said Trustee to perform such contract in whole or in part and neither the Trustee nor the beneficiaries, present or future, shall be personally liable therefor.

All persons dealing with the Trustee shall be deemed to have accepted and assented to the provisions of this paragraph 12 hereof, provided nevertheless, that nothing contained in this paragraph 12 shall bar the holder of any note or other evidence of indebtedness actually executed by the Beneficiaries personally, from enforcing the same against said Beneficiaries personally, and every instrument so executed shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that, at the time of the delivery thereof, the same was executed and delivered as the free and independent act and deed of said beneficiaries personally.

13. Gender and Number. All pronouns and words denoting gender or number shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof as the identity of the persons, entities and situations may require.

IN WITNESS WHEREOF, the undersigned executes this Declaration effective this 6TH day of September, 2016.

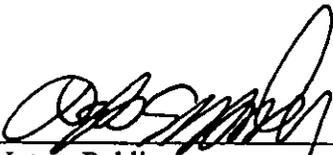


Marisa Ramos, as Donor and Trustee

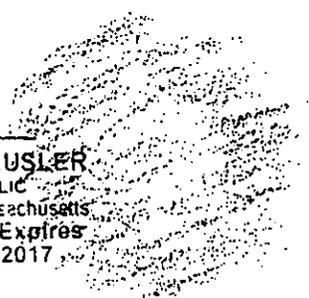
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 6th day of September, 2016, personally appeared MARISA RAMOS, individually as a Donor and as a Trustee, personally known to me and having produced identification in the form of a NH driver's license, who having being duly sworn (or affirmed), executed and acknowledged the foregoing instrument to be her respective voluntary act and deed for the purposes contained herein and on behalf of the Trust.



Notary Public
My Commission Expires: DOUGLAS E. HAUSLER
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
December 29, 2017



SCHEDULE OF BENEFICIAL INTEREST
OF CORREIA GIRLS REALTY TRUST

<u>Beneficiary</u>	<u>Beneficial Interest</u>
CORREIA GIRLS REVOCABLE TRUST	100%

CORREIA GIRLS REALTY TRUST

TRUSTEE'S CERTIFICATE

The undersigned, being the sole Trustee of CORREIA GIRLS REALTY TRUST established under Declaration of Trust dated September 16, 2016 and recorded with the Belknap County Registry of Deeds in Book 3058, Page 0863, do hereby certify as follows:

1. I am the present Trustee of said Trust;
2. The Trust has not been altered, amended, revoked or terminated;
3. I am duly authorized and directed by the holders of 100% of the Beneficial Interests of said Trust:
 - (a) to execute, acknowledge and deliver any and all documents associated with the 2020 Dock Lease between the Trust as Tenant and the State of New Hampshire Department of Transportation, as Landlord, as more particularly described in said Lease executed simultaneously herewith; and
 - (b) to execute and deliver such other documents, instruments, agreements and guaranties necessary and proper to consummate the transactions contemplated hereunder and any agreements ancillary thereto.

Dated: November 16, 2020



Witness

CORREIA GIRLS REALTY TRUST

By: 

Marisa Ramos, Trustee

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

November 16, 2020

On this 16th day of November, 2020, before me, the undersigned notary public, personally appeared MARISA RAMOS, Trustee of Correia Girls Realty Trust, proved to me through satisfactory evidence of identification, which was a New Hampshire Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, duly authorized on behalf of said Trust.



Notary Public:

Official seal signature and seal of Notary Public

My commission expires:



DOUGLAS E. HAUSLER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 13, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2020

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

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

PRODUCER Sullivan Insurance & Financial, Inc. 487 Groveland Street Haverhill MA 01830	CONTACT NAME: Kayl Holland PHONE (A/C, No, Ext): (978) 372-2790 FAX (A/C, No): (978) 373-2281 E-MAIL ADDRESS: kholland@sullivanif.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: Hudson Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Brian Correia & Marisa Ramos, D.M.D. Correia Girls Realty Trust 48 Heritage Hill Road Windham NH 03087	

COVERAGES CERTIFICATE NUMBER: CL20111304241 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 (M/M/DD/YYYY)	POLICY EXP (M/M/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Comprehensive Personal Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		XSZ162139	09/16/2020	09/16/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						DAMAGED TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		PXUM000769505	07/28/2020	07/28/2021	EACH OCCURRENCE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						\$ AGGREGATE \$ 2,000,000 \$ 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)

199 Hillcroft Drive Laconia, NH 03246

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

CERTIFICATE HOLDER CANCELLATION

Plymouth and Lincoln Railroad Corp dba Hobo Railroad PO Box 9 Lincoln NH 03251	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2020

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

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

PRODUCER Sullivan Insurance & Financial, Inc. 487 Groveland Street Haverhill MA 01830	CONTACT NAME: Kayt Holland PHONE (A/C, No, Ext): (978) 372-2790 E-MAIL ADDRESS: kholland@sullivanif.com	FAX (A/C, No): (978) 373-2281
	INSURER(S) AFFORDING COVERAGE	
INSURED Brian Correia & Marisa Ramos, D.M.D. Correia Girls Realty Trust 48 Heritage Hill Road Windham NH 03087	INSURER A: Lloyds of London	NAIC #
	INSURER B: Hudson Insurance Company	25054
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL20111304241 **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 type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Comprehensive Personal Liability	Y		XSZ162139	09/16/2020	09/16/2021	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)	\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PXUM000769505	07/28/2020	07/28/2021	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						BODILY INJURY (Per person)	\$
							EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	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)

199 Hillcroft Drive Laconia, NH 03248

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CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire New Hampshire Department of Transportation PO Box 483 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 
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