



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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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 Right-of-Way
December 8, 2021

REQUESTED ACTION

Pursuant to RSA 4:39-D "Leasing of State-Owned Real Estate on Public Waters," authorize the New Hampshire Department of Transportation (Department) to **retroactively** lease 60 linear feet of shoreline along lake Winnepesaukee adjacent to Route 11 in the Town of Alton to Jake and Erin Sears (Lessee). The term of the lease will be five years effective August 1, 2021 through July 31, 2026. The annual lease amount is \$2,098.20 effective upon Governor and Executive Council approval.

Lease income will be credited as follows:

04-096-096-962015-3028-406912	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
Rental Income	\$1,923.35	\$2,098.20	\$2,098.20
	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
	\$2,098.20	\$2,098.20	\$174.85

EXPLANATION

This request is **retroactive** to coincide with the signed lease terms.

As a result of the number of encroachments discovered along the NH Route 11 corridor in 2013, a reestablishment plan was developed and all abutters were notified of their encroachments. The Department has decided to enter into Lease Agreements with those land owners meeting statutory requirements.

The taxes for the Alton Bay leases will be calculated by using the linear distance of frontage along the lake as outlined in RSA 228:57-A, IV. This calculation method was reviewed and supported by the Attorney General's Office, and is currently used by the Department's Bureau of Rail and Transit.

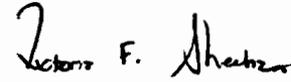
The Department received a request from the Lessee to lease the subject property located in the Town of Alton.

On June 21, 2021, the Long Range Capital Planning and Utilization Committee granted approval (LRCP 21-023) to enter into Lease Agreements with property owners adjacent to NH Route 11, along Lake

Winnepesaukee in the Town of Alton, valid for 5-year terms with the option of renewal at the end of the 5-year term.

The Department respectfully requests authorization to retroactively enter into a 5-year lease with the Lessees.

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

VFS/SGL/JAL
Attachments

- LITTORAL RIGHTS LEASE -

between

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
"DEPARTMENT"**

AND

**Jake and Erin Sears
"TENANT"**

**for property located at
146 Spring Street, Alton New Hampshire**

AUGUST 1, 2021 – JULY 31, 2026

Supplemental document checklist

- Certificate of Insurance
- Is A Renewal
- DES Permit
- Attachment "A" defining property
- Amendment(s)
- LMW** DOT Initials

r 4/6/2021

LITTORAL RIGHTS LEASE

THIS LEASE AGREEMENT, made between The State of New Hampshire, Department of Transportation, hereinafter called the "Department," and **Jake and Erin Sears** hereinafter called the "Tenant."

WHEREAS the Department is the owner of land as identified on the State of New Hampshire Reestablishment Plan dated November 13, 2013, and recorded as Drawer L73-45, at the Belknap County Registry of Deeds.

WHEREAS Jake and Erin Sears agree(s) to enter into a lease agreement in accordance with RSA 4:39-d, the subject Lease being **60' of shorefront** located directly across from **Parcel 35** shown on said plan, and also identified on **Alton Tax Map 36, Lot 36**, as depicted on exhibit A attached hereto, hereinafter called "the lot", and,

WHEREAS the Tenant has requested to lease the littoral rights to use said shoreline of the lot along Lake Winnepesaukee on an "as is", temporary basis,

NOW THEREFORE the Department is willing to comply with said request, provided that the Tenant, as a condition to the enjoyment of said littoral rights, joins in the execution of this Lease or the purpose of accepting each and every condition herein set forth during the term of this Lease.

1. IDENTIFICATION OF THE LEASED PROPERTY

- 1.1. 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 Department hereby leases to the Tenant the LITTORAL RIGHTS to the shoreline of Lake Winnepesaukee as depicted on Attachment A incorporated herein.

2. TERM

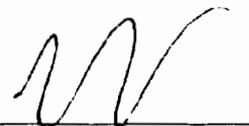
- 2.1. The term of this Lease shall begin on August 1, 2021 and shall end on July 31, 2026, unless terminated sooner in accordance with the provisions of this Lease.

3. RENT

- 3.1. Rent for the term of the Lease shall be **\$2,098.20** annually.
- 3.2. Rent is due annually, on or before August 1st, to the "TREASURER, STATE OF NH" and mailed to: **New Hampshire Department of Transportation, Bureau of Finance and Contracts, P.O. Box 483, Concord, NH 03302.**
- 3.3. If a check is returned unpaid for any cause within reasonable control of the Tenant, the Tenant agrees to pay an additional charge of \$50.00 to the Department and the Department will have the right to require any or all subsequent payments to be in the form of cash or money orders for the remaining term of the Lease.

r 4/6/2021

Tenant(s) Initials



3.4. Per RSA 72:23, I(b)(4), "Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Lease or agreement by the Lessor."

4. USE OF PREMISES

4.1. The temporary littoral rights are herein conveyed only for non-commercial, private uses. Any public and/or commercial uses are not permitted under this Lease.

4.2. The Tenant shall not use the littoral rights, or property in any manner that will disturb the peaceful enjoyment of others.

5. COMPLIANCE WITH LAWS

5.1. The Tenant shall comply with all the laws, ordinances, rules and orders of appropriate governmental authorities during the term of this Lease.

6. ASSIGNMENT AND SUBLETTING

6.1. The Tenant shall not assign, license, sublet, transfer, grant, or otherwise convey this Lease or any of the littoral rights associated with this Lease.

7. HOLDOVER BY THE TENANT

7.1. No holdover by the Tenant will be permitted. The Department and the Tenant must execute a new lease on or before expiration of an existing lease for the Tenant to remain in possession of the littoral rights.

8. DEFAULT

8.1. The Department 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.

9. TERMINATION OF LEASE FOR CAUSE

9.1. In the event the Tenant defaults in the payment of any installment of rent or other sum herein specified and such default continues for (seven) 7 days after written notice thereof, or if the Tenant defaults 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 thirty (30) days of written notice by the Department to the Tenant specifying such default and requiring it to be remedied then, and in such an event, the Department may terminate this Lease and the temporary littoral rights herein conveyed. Tenant hereby understands and agrees to forfeit any and all rents that have been prepaid if this Lease is terminated for cause.

9.2. Sale or transfer of the Tenant's abutting property, identified in the Alton tax records as **Map 36, Lot 36**, will be cause for termination of this Lease under paragraph 9.1 above.

- 9.3. The Department shall be entitled to recover incidental costs, attorney's fees, and court costs from the tenant if it becomes necessary for the Department to institute suit for eviction, damages, rental arrears, or violations of the terms of this Lease.

10. TERMINATION FOR CONVENIENCE

- 10.1. The Department may terminate the Lease at any time by giving at least a 90-day notice thereof in writing, and may take full, exclusive, and complete possession of the littoral rights hereby leased, at the end of said 90-day period with no further liability of any nature whatsoever to the Tenant for doing so. Should the Department terminate this Lease by giving the 90-day notice during any period for which rent has already been paid, the Department 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 retains said littoral rights.
- 10.2. The Tenant may terminate this Lease at any time by giving at least a 30-day notice in writing, specifying in said notice to day (and time of day) on which possession of the littoral rights will be surrendered. In the event that the Tenant shall terminate this Lease in accordance with the above provisions, Tenant hereby understands and agrees to forfeit any and all rents that have been prepaid if this Lease is terminated under this paragraph.

11. SURRENDER OF ENCUMBERANCES TO THE LITTORAL RIGHTS

- 11.1. In the event that the Term or any extension thereof shall have expired or terminated, the Tenant shall peacefully quit and surrender to Department. In such a case, Tenant further agrees to remove any and all non-Department owned improvements, alterations, or additions that encumber the site at Tenant's expense.

12. INDEMNIFICATION AND RELEASE FROM LIABILITY

- 12.1. The Tenant shall defend, indemnify, and hold harmless the State of New Hampshire, its agencies, officers, agents and employees, from and against any and all losses suffered by the State of New Hampshire, its officers, agents and employees, and any and all claims, liabilities or penalties asserted against the State, its officers, agents and employees, by or on behalf of any person on account of, based on 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 or exercise of said littoral rights.
- 12.2. The Tenant further releases the State of New Hampshire, its agencies, agents and employees, from any and all claims or demands for damages or injuries of any nature whatsoever attributable directly or indirectly to the littoral rights herein leased.
- 12.3. The Tenant shall provide to the DEPARTMENT proof of insurance demonstrating that the required coverage has been obtained before taking possession of the Premises and thereafter upon renewal of the policy.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

12.4. The Tenant shall provide a minimum General Liability coverage: \$1,000,000.00 per incident, \$250,000.00 per person; or unless insurance of a different type and in higher amounts is customary. The 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 is 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." The Tenant shall keep same in force, at the Tenant's expense, throughout the Tenant's tenancy.

13. MISCELLANEOUS

- 13.1. **Department's Agents.** All rights and obligations of the Department under this Lease may be performed or exercised by such agents as the Department may select.
- 13.2. **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, postdate prepaid, in a United States Post Office.
- 13.3. **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 may be canceled, modified, or amended only by a written instrument executed and approved by the Department and the Tenant.
- 13.4. **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.
- 13.5. **Unenforceable Terms.** If any terms of this Lease or any application thereof shall be invalid or unenforceable, the remainder of the Lease and any application of such term shall not be affected thereby.
- 13.6. **Entire Agreement.** This Lease and any documents attached hereto or referenced herein shall constitute the entire Agreement and understanding between the parties hereto and supersedes all prior Agreements and understanding relating to the subject matter hereof.
- 13.7. **No Waiver of Sovereign Immunity.** No provision in this Lease is intended to be or shall it be interpreted by either party to be a waiver of the State's sovereign immunity.

14. Tenant Liability.

- 14.1. All Tenants accept jointly and severally liable for all Tenant responsibilities of this Lease.

15. Effective

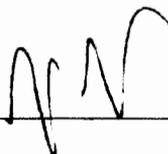
15.1. This lease is subject to approval of both the Long Range Capital Planning and Utilization Committee, and the Governor and Executive Council and thereafter will become effective on August 1, 2021.

16. Amendments

16.1. None

r 4/6/2021

Tenant(s) Initials

A handwritten signature or set of initials, possibly 'JN', written in black ink over a horizontal line.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

The State of New Hampshire
Department of Transportation

By: [Signature] Date 11/15/21
Victoria F. Sheehan, Commissioner
Department of Transportation

STATE OF NEW HAMPSHIRE, MERRIMACK CO. SS NOVEMBER 10 A.D. 2021

On this 10th day of NOVEMBER, 2021, before me, LISA WEIR the undersigned officer, personally appeared, Victoria F. Sheehan, who acknowledged as being the Commissioner, and as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

LISA M. WEIR, Notary Public
State of New Hampshire
My Commission Expires April 5, 2022

Lisa Weir
Notary Public/Justice of the Peace
4/5/2022
My commission expires

TENANT: Jacob Sears [Signature] Date 11-17-21

Phone: 978-835-4119

Email: jssearslandscaping@hotmail.com

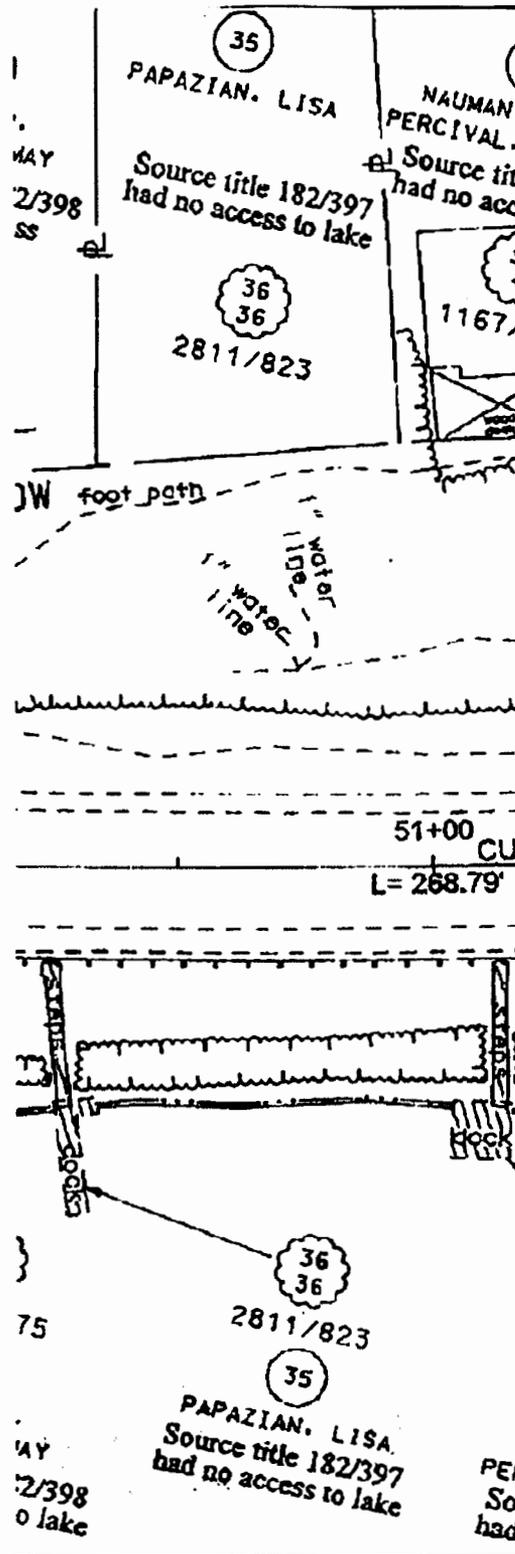
STATE OF NEW HAMPSHIRE, Massachusetts SS M. deLise A.D. 2021

Personally appeared the above named Jake & Erin Sears, acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

[Signature]
Notary Public/Justice of the Peace
My commission expires: July, 15 2027

 KEVIN J. STUART
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 15, 2027

Attachment "A"





**THIS POLICY IS ISSUED ON THE NON-ASSESSABLE PLAN
UNION MUTUAL FIRE INSURANCE COMPANY
A Mutual Insurance Company
139 State Street, Montpelier, VT 05602
Toll Free: 800-300-5261**

**HOMEOWNERS POLICY
Amended Declaration**

Visit our Website at
www.unionmutual.com

Mortgagee Direct Bill Full Pay Renewal NH

POLICY NUMBER	POLICY PERIOD			DECLARATIONS EFFECTIVE
	FROM	TO		
HOP0184237-02	09/04/2021	09/04/2022	12:01AM STANDARD TIME	09/08/2021
NAMED INSURED AND ADDRESS			AGENT NAME AND ADDRESS	
JACOB SEARS AND ERIN SEARS 28 VALLEY ST DUNSTABLE, MA 01827-2507			HBL GROUP, LLC 333 CENTRAL AVE, STE. 306 DOVER, NH 03820 Phone: (603) 280-4200	
			NH 08421-10	

This replaces all previously issued policy Declarations, if any. This policy applies only to accidents, occurrences or losses which happen during the policy period shown above.

This policy applies only to those coverages below for which a limit of liability or premium charge is shown. Our limit of liability for each coverage shall not be more than the amount stated for such coverage, subject to all the terms of this policy.

PREMIUM SUMMARY

ADDITIONAL(+)/RETURN(-)

CURRENT POLICY PREMIUM

\$775.00 1

CHANGE DESCRIPTION

Additional Insured - Owner Or Other Interest From Whom Land Has Been Leased is added to the policy per attached HO9016.
Form HO9016, 01/12, Owner or Other Interest From Whom Land Leased is added to policy.

COVERAGE LIMITS/PREMIUMS - SECTION I and SECTION II

Section I	Coverage Limit	Premium
Coverage A-(Dwelling)	\$224,000	\$916
Coverage B-(Other Structures)	\$22,400	Included
Coverage C-(Personal Property)	\$112,000	Included
Coverage D-(Loss of Use)	\$67,200	Included



Union Mutual Fire Insurance Company

Policy Number: HOP0184237-02 Effective 09/04/2021 Printed On 09/08/2021
 Named Insured: JACOB SEARS AND ERIN SEARS
 Policy period from 09/04/2021 to 09/04/2022 12:01AM Standard Time

Section II	Coverage Limit	Premium
Coverage E-(Personal Liability)	\$1,000,000	\$22
Coverage F-(Medical Payments to Others)	\$5,000	\$10

Section 1 Deductible	Form #	Construction Type	Construction Year	Feet to Hydrant	Miles to Station	Protection Class	Territory
\$1,000	5	FR	1946	<= 1000	<= 5	6	34

In case of loss under Section I, we cover only the part of the loss over the Deductible stated.

LOCATION(S) OF PROPERTY INSURED
146 SPRING ST, ALTON BAY, NH 03810

RESIDENCE IS SECONDARY

The residence premises covered by this policy is located at the above address unless otherwise stated.

PAYMENT SCHEDULE FOR THE CURRENT TERM

BASED ON 09/04/2021 EFF DATE

Payment Schedule

Due 09/28/2021	\$51.00
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ADDITIONAL INTERESTS

NAME	ADDRESS	LOAN NUMBER	INTEREST TYPE
Stoneham Bank, A Co-Operative	PO BOX 5498, Norwell, MA 02061-5498		First Mortgagee
New Hampshire Department of	PO BOX 483, Concord, NH 03302-0483		Additional Insured - Owner Or Other Interest From Whom Land Has Been Leased

POLICY FORMS, ENDORSEMENTS AND DISCOUNTS

Forms and endorsements referenced here are for identification only. Consult the documents themselves to learn of the coverage provided by this policy.

FORM NUMBER	EDITION	FORM DESCRIPTION	LIMIT	PREMIUM
ADD RES		Additional Residence: Boat dock location Alton, NH 03810		\$15.00
DED AMT		\$1,000 All Perils		
POLJAC	01-21	Notice to Policyholder (Policy Jacket)		
NHFLOOD		New Hampshire Notice Concerning Flood Insurance		
HO0005	05-11	Homeowners 5 - Comprehensive Form		

**STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION**

LMCP 21-023

FROM: Stephen G. LaBonte 
Administrator

DATE: June 4, 2021

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Rental of State Owned Property on Alton Public Waters RSA 4:39-d **Approved by the Long Range Capital**

TO: Representative John Graham, Chairman Long Range Capital Planning and Utilization Committee **Planning and Utilization Committee
June 21, 2021**

REQUESTED ACTION

Pursuant to RSA 4:39-d, "Leasing of State Owned Real Estate on Public Waters", the New Hampshire Department of Transportation (Department) requests approval to enter into 27 Lease Agreements (Agreements) with property owners adjacent to NH Route 11 along Lake Winnepesaukee in the town of Alton. The Agreements would be valid for 5-year terms with the option of renewal at the end of 5-year term. The intent of this requested action is to authorize the use of state owned land by leasing Department's littoral rights to adjacent property owners, ensuring compliance with management of the property.

EXPLANATION

The Department acquired the property and related littoral rights from the Town of Alton in 1941 for the reclassification of NH Route 11, under Federal Aid Project No. F 230 (4) "Winnepesaukee Road".

As a result of the number of encroachments discovered along the NH Route 11 corridor in 2013, a reestablishment plan was developed and all abutters were notified in writing, of their encroachments. To resolve the issue of encroachments, the Department has decided to enter into Lease Agreements with those land owners who have submitted applications, meet the statutory requirements of RSA 4:39-d, and are approved by Governor and Council.

The rent amount for the Alton Bay leases will be calculated by using the linear distance of frontage along the lake as outlined in RSA 228:57-a Section IV, "Leasing Certain Portions of Railroad Properties. The current rate is \$34.97 per linear foot of adjacent shoreline which is recalculated every five years to adjust for the Capital Price Index. This calculation method was reviewed and supported by the Attorney General's Office, and is currently used by the Department's Bureau of Rail and Transit.

The maximum total linear footage of property encompassed by the 27 property owners is 2,049.42 feet along the shoreline of Lake Winnepesaukee. The lease rate is \$34.97 per linear foot, therefore the maximum total yearly rental income for the 27 lease agreements is projected to be no more than \$76,249.29. The Department is still negotiating length of linear footage with the lessees so the actual linear frontage for each property may be reduced which could reduce the total lease revenue. The maximum total yearly taxes projected to be paid to the Town of Alton is approximately \$1,040. ±

The 27 affected property owners who meet the statutory requirements for a Lease Agreement under RSA 4:39-d are outlined in Exhibit 1 on page 2.

Exhibit 1

<u>Owner</u>	<u>Parcel</u>	<u>Map/Lot</u>	<u>Minimum Frontage</u>	<u>Minimum Fee</u>
<u>Brandt Development Corp.</u>	<u>Parcel 25</u>	<u>Map 36/Lot 28</u>	<u>Tax Map Frontage-60'</u>	<u>\$2,098.20</u>
<u>Christenson Family Revocable Living Trust</u>	<u>Parcel 38</u>	<u>Map 36/Lot 6</u>	<u>Tax Map Frontage-100'</u>	<u>\$3,497</u>
<u>Wayne and Susan Copp</u>	<u>Parcel 39</u>	<u>Map 36/Lot 7</u>	<u>Tax Map Frontage-60'</u>	<u>\$1,748.50</u>
<u>Donald F and Sharon E Cundy</u>	<u>Parcel 37</u>	<u>Map 36/Lot 5</u>	<u>Tax Map Frontage-60'</u>	<u>\$2,098.20</u>
<u>Joanne Doyle Revocable Trust</u>	<u>Parcel 16</u>	<u>Map 36/Lot 46</u>	<u>Tax Map Frontage-65'</u>	<u>\$2,273.05</u>
<u>Brenda J Falke Revocable Living Trust</u>	<u>Parcel 46</u>	<u>Map 36/Lot 13</u>	<u>Tax Map Frontage-60'</u>	<u>\$2,098.20</u>
<u>Michael Fellman</u>	<u>Parcel 36</u>	<u>Map 36/Lot 4</u>	<u>Tax Map Frontage-60'</u>	<u>\$2,797.60</u>
<u>Timothy J. Jordan and Theresa L. Jordan</u>	<u>Parcel 48</u>	<u>Map 36/Lot 18</u>	<u>Tax Map Frontage-31'</u>	<u>\$1,084.07</u>
<u>Raoul & Roland Lacasse Family Rev. Trust</u>	<u>Parcel 47</u>	<u>Map 36/Lot 14</u>	<u>Tax Map Frontage-120'</u>	<u>\$4,196.40</u>
<u>Joseph and Irene Medolo</u>	<u>Parcel 23</u>	<u>Map 36/Lot 26</u>	<u>Tax Map Frontage-60'</u>	<u>\$2,098.20</u>
<u>James Durkin and Catherine O'Brien</u>	<u>Parcel 41</u>	<u>Map 36/Lot 8</u>	<u>Tax Map Frontage-59.42'</u>	<u>\$2,077.92</u>
<u>The Puzzo Family Revocable Trust</u>	<u>Parcel 45</u>	<u>Map 36/Lot 12</u>	<u>Tax Map Frontage-60'</u>	<u>\$2,098.20</u>
<u>The Reed Family Revocable Trust</u>	<u>Parcel 43</u>	<u>Map 36/Lot 10</u>	<u>Tax Map Frontage-60'</u>	<u>\$1,748.50</u>
<u>Brian R. and Kenneth Sullivan</u>	<u>Parcel 24</u>	<u>Map 36/Lot 27</u>	<u>Tax Map Frontage-120'</u>	<u>\$4,196.40</u>
<u>Scott and Karen Tall</u>	<u>Parcel 17</u>	<u>Map 36/Lot 20</u>	<u>Tax Map Frontage-115'</u>	<u>\$4,021.55</u>
<u>K. Lee Tarney</u>	<u>Parcel 42</u>	<u>Map 36/Lot 9</u>	<u>Tax Map Frontage-100'</u>	<u>\$3,497</u>
<u>The Webb Family Revocable Living Trust</u>	<u>Parcel 33</u>	<u>Map 36/Lot 34</u>	<u>Tax Map Frontage-120'</u>	<u>\$4,196.40</u>
<u>The Claude J. Dupuis Revocable Trust</u>	<u>Parcel 14</u>	<u>Map 36/Lot 18</u>	<u>Tax Map Frontage-60'</u>	<u>\$2,098.20</u>
<u>Joyce McKenney & Peg O'Toole</u>	<u>Parcel 10</u>	<u>Map 36/Lot 14</u>	<u>Tax Map Frontage-180'</u>	<u>\$6,294.60</u>
<u>Collins-Norris Family Trust</u>	<u>Parcel 11</u>	<u>Map 36/Lot 15</u>	<u>Tax Map Frontage-60'</u>	<u>\$2,098.20</u>
<u>Kimberly Spoler</u>	<u>Parcel 13</u>	<u>Map 36/Lot 17</u>	<u>Tax Map Frontage-60'</u>	<u>\$2,098.20</u>
<u>Cheryl O'Brien</u>	<u>Parcel 15</u>	<u>Map 36/Lot 19</u>	<u>Tax Map Frontage-60'</u>	<u>\$2,098.20</u>
<u>Golden Realty Trust</u>	<u>Parcel 34</u>	<u>Map 36/Lot 35</u>	<u>Tax Map Frontage-60'</u>	<u>\$1,748.50</u>
<u>Jake and Erin Sears</u>	<u>Parcel 35</u>	<u>Map 36/Lot 36</u>	<u>Tax Map Frontage-60'</u>	<u>\$2,098.20</u>
<u>Jim Falzone</u>	<u>Parcel 12</u>	<u>Map 36/Lot 16</u>	<u>Tax Map Frontage-60'</u>	<u>\$2,098.20</u>
<u>Mae J. Hollsberg</u>	<u>Parcel 44</u>	<u>Map 36/Lot 11</u>	<u>Tax Map Frontage-180'</u>	<u>\$6,294.60</u>
<u>James and Karen Ford</u>	<u>Parcel 48</u>	<u>Map 36/Lot 15</u>	<u>Tax Map Frontage-100'</u>	<u>\$3,497</u>
				<u>\$76,249.28</u>

The Department is respectfully requesting authorization to enter into 5-year Lease Agreements with the 27 property owners adjacent to NH Route 11 along Lake Winnepesaukee in the Town of Alton.

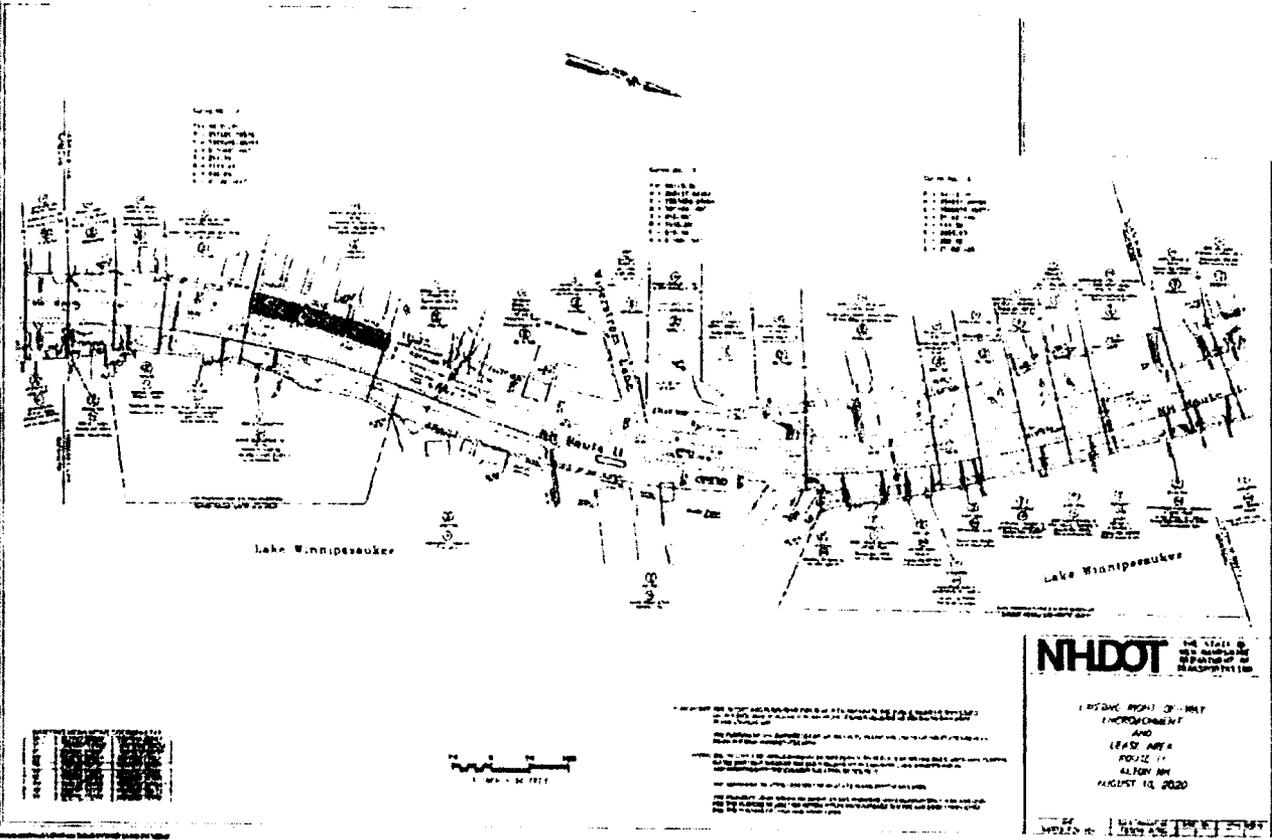
SGL/LMW/
Attachments

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.



Lake Winnepesaukee

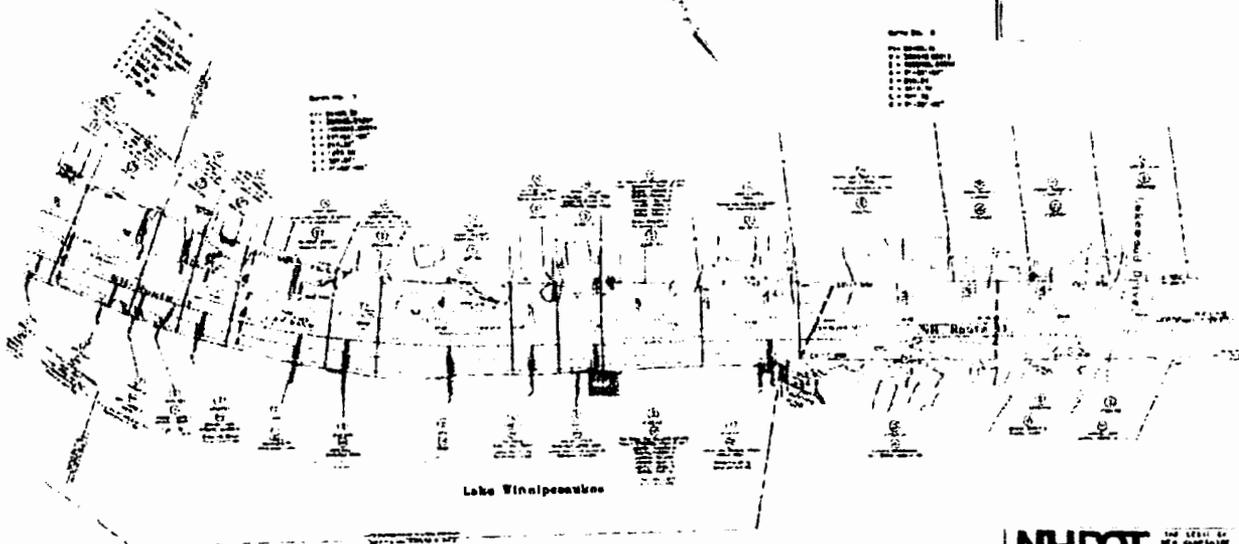
Lake Winnepesaukee

NHDOT THE STATE OF NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION

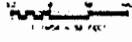
EXISTING RIGHT OF WAY
 ENCROACHMENT
 AND
 LEASE AREA
 ROUTE 11
 ALTON NH
 AUGUST 10, 2020

THIS DRAWING IS THE PROPERTY OF THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION IS PROHIBITED. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF OR FROM THE USE OF THIS DRAWING. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF OR FROM THE USE OF THIS DRAWING.





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THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING UNDER OR ADJACENT TO THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING UNDER OR ADJACENT TO THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING UNDER OR ADJACENT TO THE PROJECT.

NHDOT THE NORTH DAKOTA
 DEPARTMENT OF
 TRANSPORTATION
 AND
 INFRASTRUCTURE
 PROJECT NO. 12-01-0001
 DATE: 08/14/2020
 PROJECT: 12-01-0001

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LACP 19-018

FROM: Stephen G. LaBonte 
Administrator

DATE: June 18, 2019

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Process of Addressing NH Route Right of Way Encroachments in Alton

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

INFORMATIONAL ITEM

The Department of Transportation proposes methods of addressing encroachments into the NH Route 11 right of way which include dwellings, boat houses, stairs, and decks along a section of NH Route 11 in Alton.

EXPLANATION

In 2013, pursuant to the process laid out in RSA 228:35, the Department reestablished the highway boundary along NH Route 11 in Alton Bay. The State originally acquired fee ownership of the land in 1941, and established the right of way boundaries in 1947 as a part of the Alton FAP #F-230(4), P-2001 project. During the reestablishment process, the Department identified that multiple encroachments had been placed within the right of way since the time when the boundary was originally established. These encroachments include dwellings, stairs, decks, docks, and boathouses.

The Department developed plan sheets to document the encroachments and right-of-way boundary, and a formal notice of reestablishment, all of which have been recorded in the Belknap Registry of Deeds. Individuals that were affected by the reestablishment have been notified that they own a structure that encroaches on the State's property.

Since the time of reestablishment, the Department has allowed the encroachments to remain within the right of way. However, the Department must periodically reevaluate the highway limits, and any encroachments that lie within those limits, based upon maintenance and operational needs. As traffic and development continue to grow, the needs for maintaining and operating the roadway may change. The Department must have the ability to use this property at its discretion, but understands that individuals use and enjoy the structures that lie within the State's property. In order to balance these competing interests, the Department proposes to enter into temporary use agreements with all encroachers.

The type and term of temporary use agreement is dependent upon the type of structure:

- Dwelling structures and boat houses built prior to the 2013 reestablishment will be grandfathered and eligible for a long-term encroachment agreement. The term of the encroachment agreement would be for 25 years, or during the duration the current occupant owns the dwelling, whichever may expire sooner. The encroachment agreement is desirable to the Department because it acknowledges the permanent nature of a dwelling, by allowing the occupant to remain for a lengthy duration, while allowing the Department to make long-term plans about the use of the right of way, by agreeing that the dwelling will be removed within 25 years at the latest.
- Stairs and decks that were built prior to the 2013 reestablishment, and are used to access an adjacent dock, will be eligible for a short-term lease. A lease will only be granted when the adjacent dock has met all NH DES dock permitting requirements. Stairs and decks that meet these requirements will be eligible for a 5-year lease pursuant to RSA 4:39-C. No new stairs or decks will be approved, and will not be eligible for a lease.

- Docks in place prior to the 2013 reestablishment will be grandfathered until such time as the NH DES dock permit expires. Upon expiration of a dock permit, a dock owner must enter into a lease agreement with the Department, which will be contingent upon the applicant receiving a current NH DES dock permit. All dock leases will run concurrent with the duration of the NH DES dock permit. No new docks will be approved, and will not be eligible for a lease. The short-term lease is desirable to the Department because it allows for reevaluation of Department needs every few years, but also allows individuals with a dock to continue their pre-existing use until such time that the Department may need the property.

The Department has reviewed its maintenance and operational needs along Route 11 in Aiton, and at this time is able to allow individuals to continue their encroaching uses. The Department wishes to begin notifying individuals to enter into use agreements for each encroaching structure. The specific terms and conditions of each type of use agreement are contained in the documents attached hereto.

SGL/PJM/jl
Attachments

INDEX OF SHEETS

- 1. PLAN OF PROPOSED FEDERAL AID PROJECT
- 2. CONVENTIONAL SKETCH
- 3. PLAN OF PROPOSED FEDERAL AID PROJECT

Sheet No.	Description	Scale	Area
1	PLAN OF PROPOSED FEDERAL AID PROJECT	1" = 100'	100' x 100'
2	CONVENTIONAL SKETCH	1" = 100'	100' x 100'
3	PLAN OF PROPOSED FEDERAL AID PROJECT	1" = 100'	100' x 100'

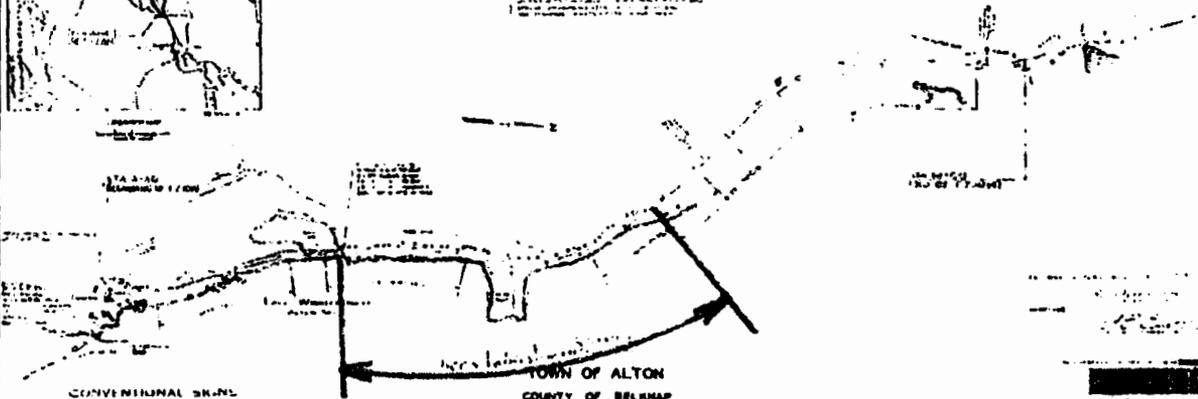
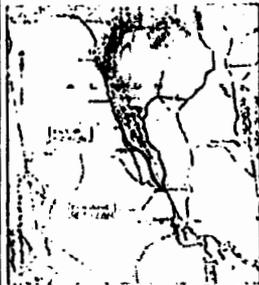
STATE OF NEW HAMPSHIRE
HIGHWAY DEPARTMENT

**PLANS OF PROPOSED
FEDERAL AID PROJECT
NO. F 230(4)**

WINNEPESAUKEE ROAD

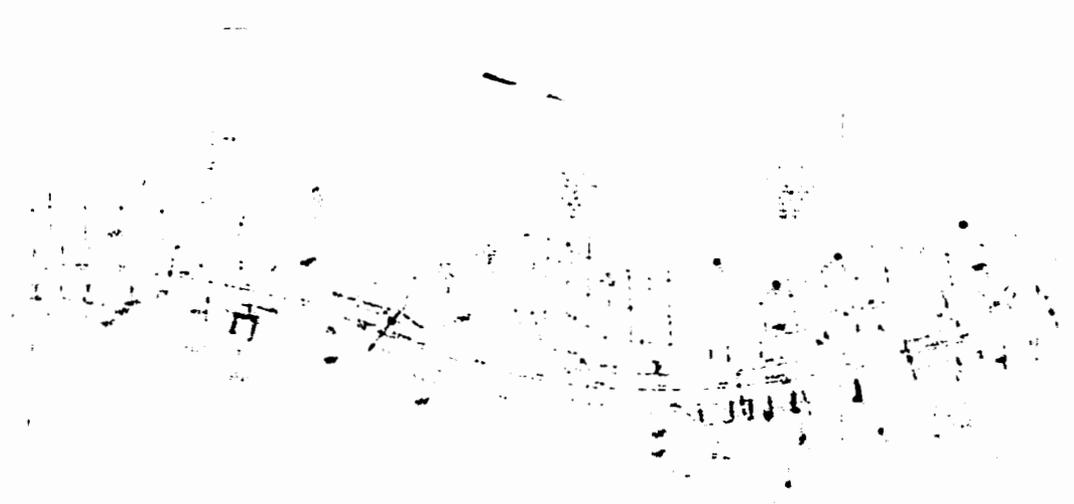
AS SHOWN ON THE PLAN OF PROPOSED FEDERAL AID PROJECT

THE PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE FEDERAL AID ACT OF 1958, AS AMENDED, AND THE REGULATIONS THEREUNDER.

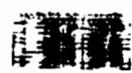


CONVENTIONAL SKETCH

TOWN OF ALTON
COUNTY OF BELKNAP



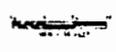
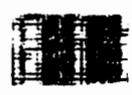
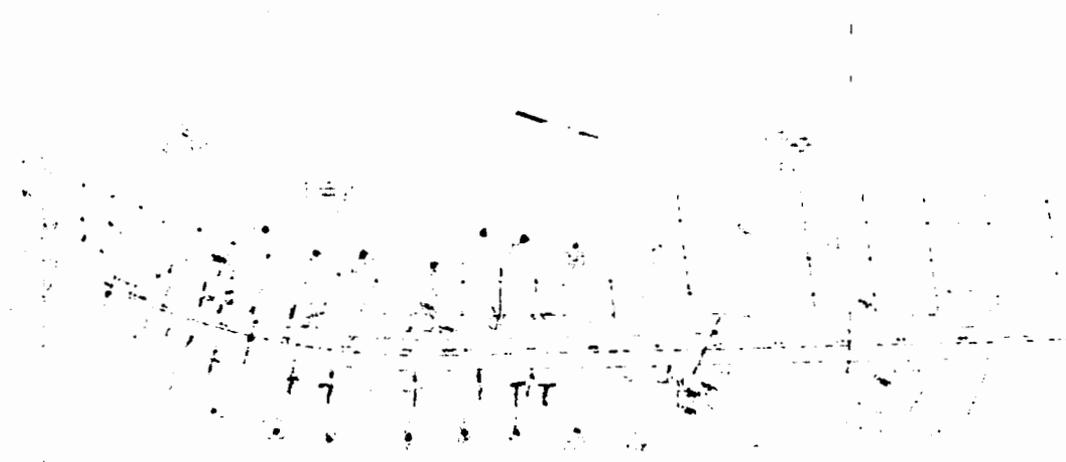
NHDOT



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and 20' from the centerline
of the bridge deck
to the centerline of the
roadway. The bridge deck
is 20' wide and the roadway
is 20' wide. The bridge deck
is 20' wide and the roadway
is 20' wide.

NHDOT

NEW HAMPSHIRE
DEPARTMENT OF
TRANSPORTATION
DESIGN DIVISION
CONTRACT NO. 201-0000000000000000
PROJECT NO. 201-0000000000000000
DRAWING NO. 201-0000000000000000



- : Potential lease rights (dock needs to be relocated to adjacent property area)
- : Potential lease rights (dock located in adjacent property area)
- : No lease right

NHDOT



{individual name}
{individual street address}
{individual town, state, zip}

Re: Alton Bay Reestablishment, Parcel No. { }, Right-of-Way Reestablishment and Encroachment Plan

Dear Alton Bay Resident,

You are receiving this letter because you maintain a dwelling, dock, boathouse, stairs, deck, and/or other structure that encroaches on State-owned land in Alton, New Hampshire. In 2013, the New Hampshire Department of Transportation reestablished the highway boundaries of NH Route 11 along Alton Bay. During the reestablishment, the Department learned that there were many structures along Alton Bay that encroached wholly or in part on the State land. Our records indicate that you maintain one or more of these encroachments.

The Department must balance the ever-changing needs of the highway with the interests of individuals that have enjoyed the use of Alton Bay. To address these competing interests, the Department has created a process to grant temporary encroachment agreements or lease agreements, depending upon the type of encroachment. Encroachers must execute a formal agreement with the Department in order to continue using any structure. Failure to enter into an agreement with the Department may result in the removal of your encroachment.

The process to obtain an agreement may take a year or more. Applicants are encouraged to start the process early in order to obtain an agreement before any other relevant permits expire. The process for obtaining an agreement is attached to this letter. Also attached are the relevant plans which may assist you in locating and identifying your encroachment.

The Department looks forward to reaching agreements with all individuals that have encroaching structures. Please review the attached process and take the steps as outlined. Please direct all questions to [insert email contact for District 3 Engineer].

{signature block for District 3 Engineer}

**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
MAINTENANCE DISTRICT 3**

**APPLICATION FOR ENCROACHMENT AGREEMENT OR LEASE AGREEMENT FOR
TEMPORARY USE OF STATE-OWNED LAND**

Pursuant to the provisions of Revised Statutes Annotated (RSA) 4:39 c Disposal of Highway or Turnpike Funded Real Estate and 4:39-d Leasing of State-Owned Real Estate on Public Waters, (printed on the reverse side of application) and amendments thereto, permission is requested to enter into an encroachment agreement or lease agreement as deemed necessary by the New Hampshire Department of Transportation Maintenance District 3 Engineer (DOT D3) for continued use of State land for recreational purposes.

Property and Encroachment Description (please provide as much information as possible)

Town of Alton – NH Route 11
Water Body – Lake Winnepesaukee

Street Address _____

Tax Map and Number _____

Distance to Utility Pole/Pole No. _____

ROW Reestablishment Plan Parcel Number _____

Estimated Area of Encroachment _____ Square Feet

Please provide a sketch showing details of the encroachment.

Please include two photos of encroachment area:
 ___ one taken from NH Route 11
 ___ one taken from the Lake

IMPROVEMENTS	
Dwelling Structure	Y or N
Boathouse	Y or N
Dock	Y or N
Dock Permit #	_____
Stairs	Y or N
Deck	Y or N
Boat/Canoe Rack	Y or N
Watercraft Storage	Y or N
Outbuildings	Y or N
Other:	_____

Signature of Applicant _____ Mailing Street Address _____

Printed Name of Applicant _____ Town/City _____ Zip Code _____

Date _____ Contact Phone Number _____

FOR OFFICE USE ONLY

GPS N _____ GPS W _____

Right of Way _____

Conditions _____

Recommend to Bureau of Right of Way: Y or N

Recommended Action: _____ Encroachment Agreement _____ Lease Agreement _____ Denial

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
ENCROACHMENT AGREEMENT

{enter address of encroaching property}

THIS ENCROACHMENT AGREEMENT, is entered into this ___ day of _____, 20___, between {encroacher name}, {encroacher address}, hereinafter called the "Grantee(s)" and the State of New Hampshire, Department of Transportation, P.O. Box 483, Concord, New Hampshire, 03302-0483, hereinafter called the "State".

WITNESSETH, that the Grantees do hereby covenant and agree to follow the stipulations set forth in this Encroachment Agreement, relative to a certain portion of a premises, herein termed the "Encroachment," located on State property as shown on plans on file with the Belknap County Registry of Deeds, Plan L73-045, L73-046, and L73-047, and on file with the New Hampshire Department of Transportation, designated as Right-of-Way Reestablishment and Encroachment Plan. The Grantees covenant and agree to follow these stipulations in exchange for a non-exclusive, temporary use of the Encroachment for recreational use and access to Lake Winnepesaukee.

DESCRIPTION OF ENCROACHMENT: The Encroachment shall consist of one (1) location within the highway right-of-way located on NH Route 11 in the Town of Alton, as shown on attached Exhibit A, and more specifically described as follows:

- a. A {type of structure}, located on State property on the {easterly/westerly} side of NH Route 11, at Station {station number}, Parcel {parcel number}, GPS coordinates {north} {west}

WHEREFORE, the Grantees agree to the following terms and conditions in exchange for the non-exclusive, temporary use of the Encroachment identified above.

1. The Grantees acknowledge that any and all rights to access the Encroachment are taken subject to any and all matters as shown on the above-described plans or any other matter of record.
2. Except as provided herein, the Grantees are granted permission to use and maintain the above-described Encroachment for the purposes of maintaining the existing Encroachment and accessing Lake Winnepesaukee for recreational purposes. The Department retains the right to revoke the permission granted by this Agreement.
3. If the Encroachment area is required for highway maintenance, construction, reconstruction, or any other purpose, at any future time, the State will so inform the Grantees and give adequate time for the removal of any or all items and structures by the Grantees at no expense to the State. If any or all items and structures are not removed at the time this area is required by the State, the State will remove and dispose of any or all of these items and structures as necessary with no liability for the State to reimburse for the value of said items and structures.

4. The Grantees acknowledge that this permission for the non-exclusive, temporary use of the Encroachment does not create an ownership interest, easement, or any other property interest in the underlying State-owned property.
5. By entering into this Encroachment Agreement, the Grantees waive any and all claims of ownership to the above-described parcel.
6. The Grantees agree that any alterations, additions for improvement, maintenance, use, or repair of the Encroachment is subject to the advance written approval of the Department of Transportation, Bureau of Highway Maintenance, District Three, located at 2 Sawmill Road, Gilford, New Hampshire 03249, or any other such location that the NHDOT District 3 office may be located at a future date.
7. The Encroachment shall in no way interfere, obstruct, or prevent adequate sight distance for the safe movement of all types of traffic entering or leaving the subject premises, as determined by the standard highway design requirements.
8. The Encroachment shall in no way interfere, obstruct, or prevent any or all highway maintenance activities.
9. If the Encroachment is found to interfere, obstruct, or prevent the safe movement of any type of traffic, highway maintenance, or repair activities, the obstruction must be removed promptly by the Grantees, at no expense to the State. If the Grantees do not promptly remove said obstructions when so notified, the State will remove the obstructions as necessary with no liability for damages, costs, or reimbursement for any or all items removed.
10. The Encroachment shall in no way create unsanitary or unsightly conditions within the surrounding area. It shall be the responsibility of the Grantees to ensure the Encroachment is kept clean and free of litter.
11. The Grantees are prohibited from removing any trees larger than one-inch diameter within the State-owned land without the express written permission of the State. Ground cover and shrubs shall not be disturbed.
12. The Grantees are prohibited from planting or landscaping on the State-owned land, or from placing signs, fences, flagpoles, patios, or any other item on the State-owned land.
13. The Grantees are responsible for any damages to the State-owned land, including but not limited to vegetation loss requiring re-stabilization, as determined by the State.
14. No portion of any Encroachment shall be attached to guardrail posts, sign posts, any other State-owned device, extend above the top of guardrail posts, or extend toward the highway beyond the face of the guardrail.

15. The Grantees are prohibited from constructing additional stairways or creating breaks in the guardrail. As the State replaces the guardrail in the vicinity of the encroachment, the State retains the right to close any existing openings, and remove any stairs upon notice.
16. Stairs shall be no wider than six feet and constructed over the highway slope without any regrading or recontouring of the slope. The Encroachment must be in conformance with the Environmental Fact Sheet WB-19 "Permitting for Freshwater Docking Structures," published by the New Hampshire Department of Environmental Services, or any other relevant policy in effect.
17. Stairs shall be constructed in conformance with standard building materials and methods, and kept in good repair by the Grantee. Stairs deemed by the State to be a hazard are subject to immediate removal after reasonable notice to the Grantee, with expense of said removal being reimbursed by the Grantee.
18. Grantee shall obtain a permit from New Hampshire Department of Environmental Services for any boat dock associated with use of the Encroachment. Grantee agrees to obtain an excavation permit from the State for placement of any anchoring system associated with positioning or suspending seasonal docks.
19. Parking is prohibited on the State-owned land.
20. Storing of private equipment is prohibited on the State-owned land.
21. Septic tanks, including but not limited to holding tanks, shall not be constructed on the State-owned land.
22. Septic tanks existing at the time this agreement is executed shall be kept in good repair and shall comply with all relevant regulations and requirements.
23. Additional utilities, including wells, shall not be placed on State-owned land without prior permission of the State.
24. The Encroachment shall not be used for any purposes other than the recreational lake access purpose for which the Encroachment was originally constructed.
25. By signing this Encroachment Agreement, the Grantees hereby agree to defend, indemnify, and hold harmless the State, its officers, and employees, from and against any and all losses suffered by the Grantees, their officers, and employees, and any and all claims, liabilities, or penalties assessed against the Grantees, their officers, and employees, by or on behalf of any person, of account of, based on, resulting from, arising out of (or which may be claimed to arise out of the acts or omissions of the Grantees, or any individual or company contracted or hired by Grantees. Nothing contained herein shall constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

26. The Grantees must stay current and in good standing on all mortgages, taxes, or other obligations affecting the encroachment. The State reserves the right to bring any ejection, eviction, or removal actions in the event that the Grantee fails to comply with this section, resulting in liens, foreclosures, or any other encumbrance on the encroachment.
27. This Encroachment Agreement may not be assigned, transferred, conveyed, subleased, or otherwise modified to benefit any individual or entity not named in this original agreement.
28. Grantee shall comply with all applicable rules, regulations, requirements, statutes, guidance, and directives that any governing body or State agency may deem appropriate.
29. This Encroachment Agreement shall be effective for the duration of time that the Grantee utilizes the Encroachment, or (to be determined) years, whichever shall occur first.
30. This Encroachment Agreement shall be filed by the State with the Belknap County Registry of Deeds.

GRANTEE(S)

{Grantee Name}

{Grantee Name}

STATE OF NEW HAMPSHIRE
_____, SS

On this _____ day of _____, 20____, personally appeared the above-named _____ and acknowledged the foregoing instrument to be his/her/their voluntary act and deed. Before me.

Notary Public/Justice of the Peace
My commission expires: _____

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**

Victoria Shaheen, Commissioner
PO Box 483
Concord NH 03302-0483

**STATE OF NEW HAMPSHIRE
MERRIMACK, SS**

On this _____ day of _____, 201____, personally appeared the above-named Victoria Shaheen, Commissioner of the Department of Transportation, and as such, being duly authorized to do so, executed the foregoing instrument for the purpose therein contained. Before me.

Notary Public/Justice of the Peace
My commission expires: _____