

20W



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

23



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
October 1, 2022

REQUESTED ACTION

Under 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 Dean C. Puzzo and Teresa A. Puzzo, Trustees of the Puzzo Family Revocable Trust (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 the 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 approved (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,



Victoria F. Sheehan
Commissioner

VFS/SGL/lmw
Attachments

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.

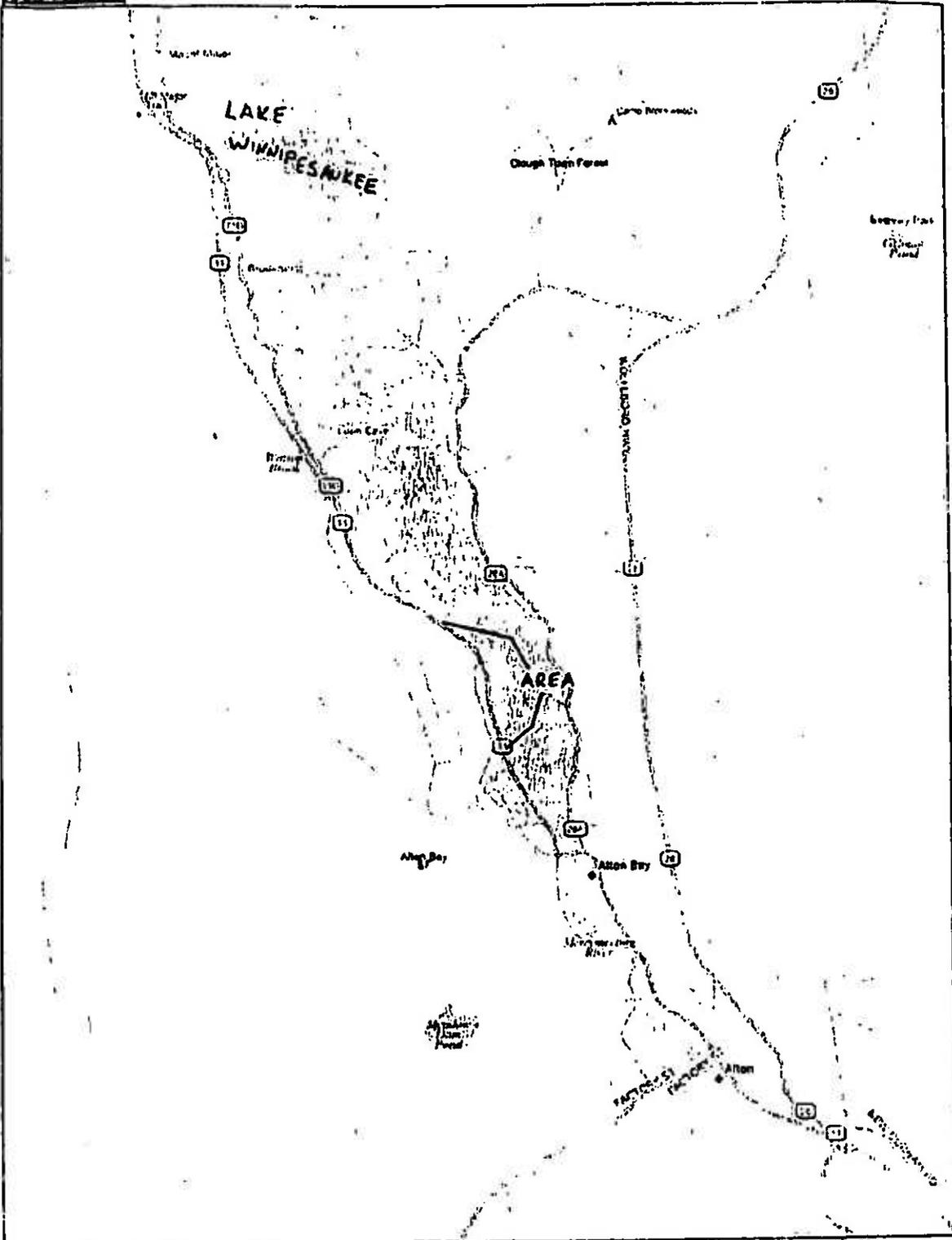
The type and term of temporary use agreement is dependent upon the type of structure:

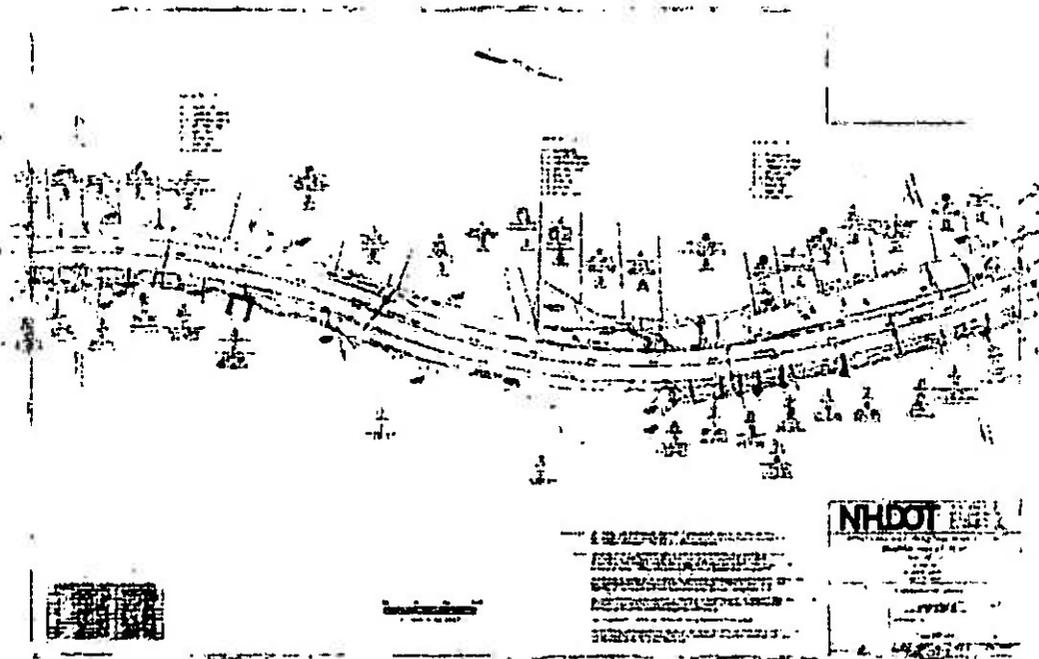
- Dwelling structures and boat houses built prior to the 2013 reestablishment will be grandfathered and eligible for a long-term encroachment agreement. The term of the encroachment agreement would be for 25 years, or during the duration the current occupant owns the dwelling, whichever may expire sooner. 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 Alton; 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/jj
Attachments

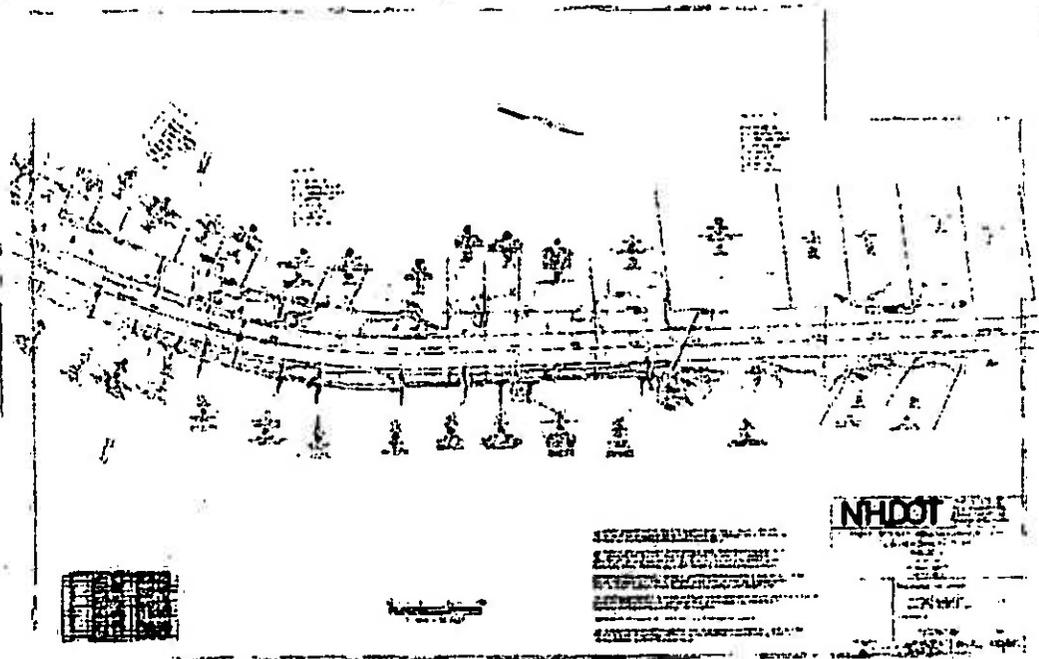


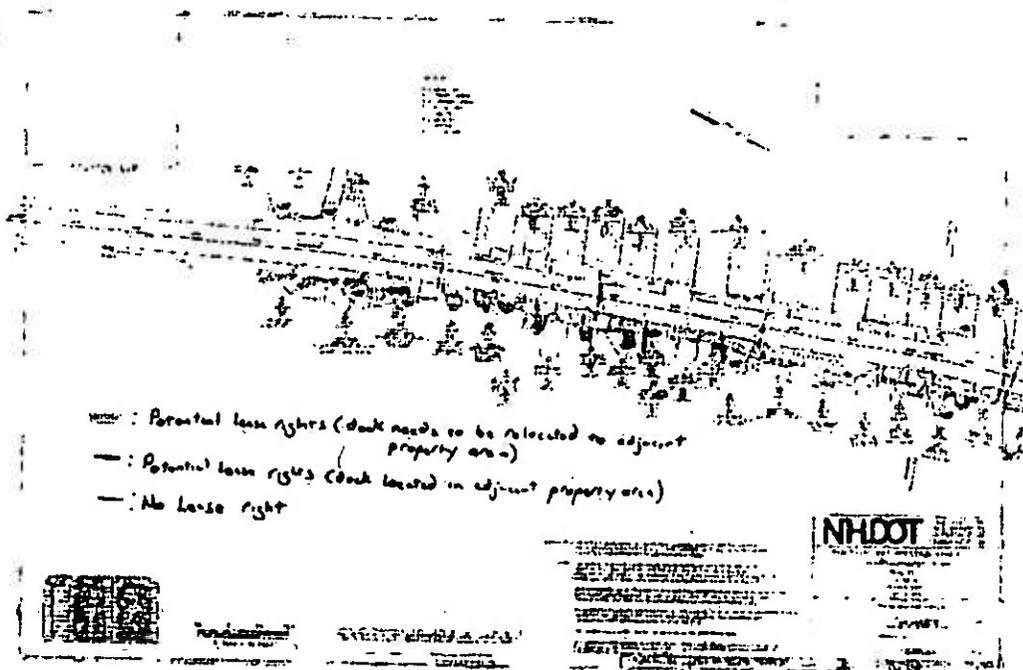


Scale: 1" = 40'

1. ALL DIMENSIONS ARE IN FEET
2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED

NHDOT
NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
DESIGN DIVISION
100 WATER STREET
CONCORD, NH 03301
TEL: 603/271-3000
WWW.NH.GOV





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

NHDOT

NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION
 100 WATER STREET
 CONCORD, NH 03301
 TEL: 603/271-3000
 FAX: 603/271-3001
 WWW.NHDOT.NH.GOV



Prepared by: _____

Checked by: _____

DATE: _____

PROJECT: _____

SCALE: _____

PROJECT NO.: _____

FILE NO.: _____

{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: _____

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 - Approved by the Long
RSA 4:39-d 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

Owner	Parcel	Map/Lot	Maximum Frontage	Maximum Feet
Brandt Development Corp.	Parcel 25	Map 36/Lot 28	Tax Map Frontage-60'	\$2,098.20
Christenson Family Revocable Living Trust	Parcel 38	Map 38/Lot 6	Tax Map Frontage-100'	\$3,497
Wayne and Susan Copp	Parcel 39	Map 38/Lot 7	Tax Map Frontage-60'	\$1,748.50
Donald F and Sharon E Cundy	Parcel 37	Map 38/Lot 5	Tax Map Frontage-60'	\$2,098.20
Joanna Doyle Revocable Trust	Parcel 16	Map 36/Lot 46	Tax Map Frontage-65'	\$2,273.05
Brenda J Falke Revocable Living Trust	Parcel 48	Map 38/Lot 13	Tax Map Frontage-60'	\$2,098.20
Michael Fellman	Parcel 36	Map 38/Lot 4	Tax Map Frontage-60'	\$2,797.60
Timothy J. Jordan and Theresa L. Jordan	Parcel 49	Map 38/Lot 18	Tax Map Frontage-31'	\$1,084.07
Raoul & Roland Lacasse Family Rev. Trust	Parcel 47	Map 38/Lot 14	Tax Map Frontage-120'	\$4,196.40
Joseph and Irene Medolo	Parcel 23	Map 36/Lot 26	Tax Map Frontage-60'	\$2,098.20
James Durkin and Catherine O'Brien	Parcel 41	Map 38/Lot 8	Tax Map Frontage-59.42'	\$2,077.92
The Puzzo Family Revocable Trust	Parcel 45	Map 38/Lot 12	Tax Map Frontage-60'	\$2,098.20
The Reed Family Revocable Trust	Parcel 43	Map 38/Lot 10	Tax Map Frontage-60'	\$1,748.50
Brian R. and Kenneth Sullivan	Parcel 24	Map 36/Lot 27	Tax Map Frontage-120'	\$4,196.40
Scott and Karen Tait	Parcel 17	Map 36/Lot 20	Tax Map Frontage-115'	\$4,021.55
K. Lee Ternoy	Parcel 42	Map 38/Lot 9	Tax Map Frontage-100'	\$3,497
The Webb Family Revocable Living Trust	Parcel 33	Map 36/Lot 34	Tax Map Frontage-120'	\$4,196.40
The Claude J. Dupuis Revocable Trust	Parcel 14	Map 36/Lot 18	Tax Map Frontage-60'	\$2,098.20
Joyce McKerney & Peg O'Toole	Parcel 10	Map 36/Lot 14	Tax Map Frontage-180'	\$6,294.60
Collins-Norris Family Trust	Parcel 11	Map 36/Lot 15	Tax Map Frontage-60'	\$2,098.20
Kimberly Spolar	Parcel 13	Map 36/Lot 17	Tax Map Frontage-60'	\$2,098.20
Cheryl O'Brien	Parcel 15	Map 36/Lot 19	Tax Map Frontage-60'	\$2,098.20
Golden Realty Trust	Parcel 34	Map 36/Lot 35	Tax Map Frontage-60'	\$1,748.50
Jake and Ean Sears	Parcel 35	Map 36/Lot 36	Tax Map Frontage-60'	\$2,098.20
Jim Falzone	Parcel 12	Map 36/Lot 16	Tax Map Frontage-60'	\$2,098.20
Mae J. Holtsberg	Parcel 44	Map 38/Lot 11	Tax Map Frontage-180'	\$6,294.60
James and Karen Ford	Parcel 48	Map 38/Lot 15	Tax Map Frontage-100'	\$3,497
				\$76,249.29

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.

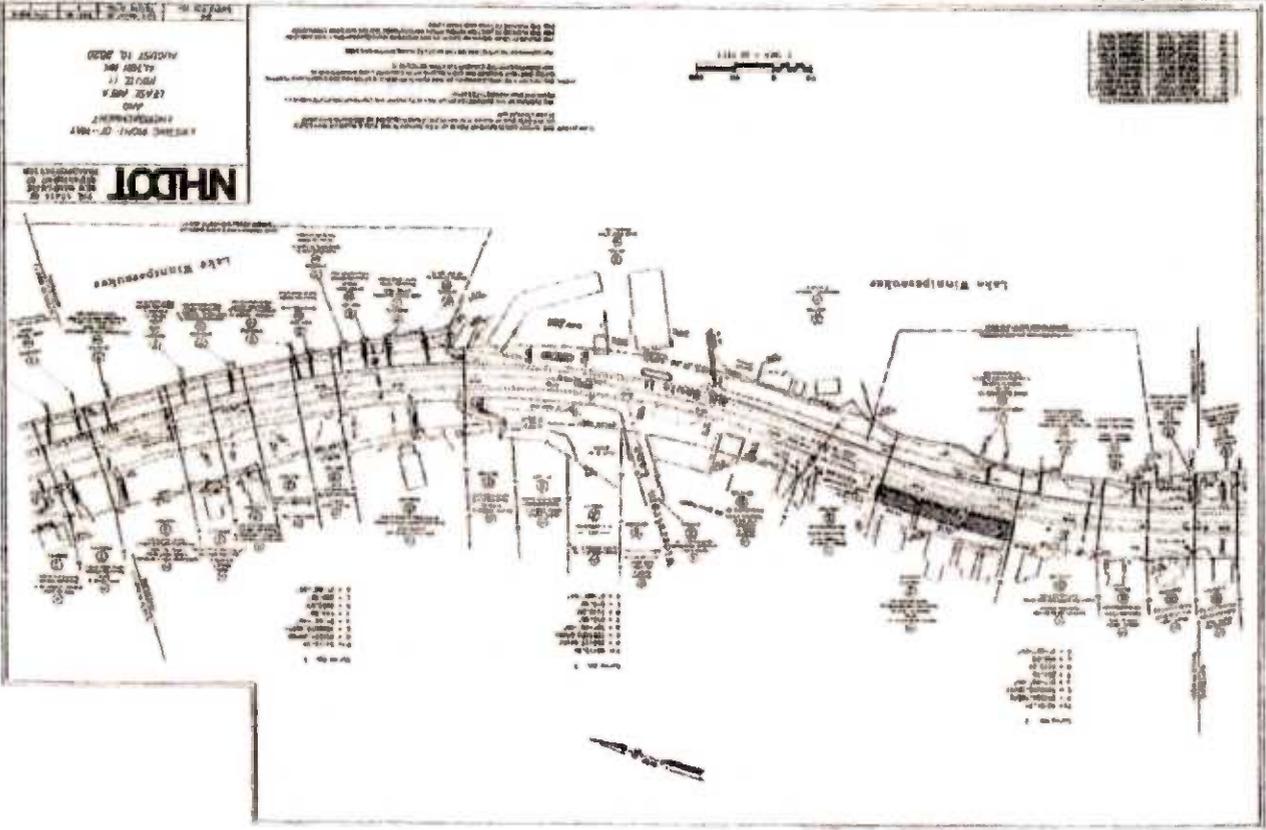
SGL/LMW/
Attachments

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 titles may differ from the maps.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
USE & OCCUPANCY AGREEMENT

172 Spring Street, Alton New Hampshire

THIS USE & OCCUPANCY AGREEMENT, is entered into this 1st day of August, 2021, between **Dean C. Puzzo and Teresa Puzzo, Trustees of The Puzzo Family Revocable Trust**, of 111 Lakewood Drive, Alton Bay, New Hampshire 03810, hereinafter called the "Licensee(s)" and the State of New Hampshire, Department of Transportation, P.O. Box 483, Concord, New Hampshire, 03302-0483, hereinafter called the "Department".

WITNESSETH, that the Licensees do hereby covenant and agree to follow the stipulations set forth in this Use & Occupancy Agreement, relative to a certain portion of a premises, herein termed the "Encroachment," located on Department property as shown on a plan entitled "NHDOT, The State of New Hampshire Department of Transportation Right-of-Way Reestablishment and Encroachment Plan, Route 11, Alton NH Belknap County" dated July 5, 2013, (State Project No. 1832A Alton, Sheet 3 of 3), and recorded on November 13, 2013 in Drawer L73-47, at the Belknap County Registry of Deeds (hereinafter the "Reestablishment Plan") , a portion of which is attached hereto as Exhibit A. . Attached hereto as Exhibit B is a plan entitled "Existing Conditions Plan Map 38, Lot 12, 172 Spring Street, Alton Bay, NH 03810" revision dated August 23, 2022, and as further amended, to be recorded in the Belknap County Registry of Deeds ("Puzzo Plan"). The Licensees 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, for parking for house access on the west side of the road and underground utilities.

DESCRIPTION OF ENCROACHMENT: The Encroachment shall consist of four (4) locations within the highway right-of-way located on NH Route 11 in the Town of Alton, as shown on Exhibit B, and more specifically described as follows:

- a. A set of steps leading from the road to a dock in Lake Winnepesaukee located on the east side of NH Route 11, at Station 58+15, and shown as Parcel 45A the Reestablishment Plan and also show on the Puzzo Plan.
- b. Underground utilities (power, cable, phone, etc.) between the existing house located at 172 Spring Street, on the west side of the highway, to the existing stairs and dock on the east side of the highway, (See Littoral Rights Leasee of near or even date). NHDOT Excavation Permit granted on June 15, 2008.
- c. A concrete retaining wall, gravel parking and granite steps located on the west side of the highway within the right of way as depicted on the Puzzo Plan. See 2008 DOT approved driveway permit Number 011-514.
- d. Underground utility conduits running from the house under the highway to the east side of the highway providing power to the dock as depicted on the Puzzo Plan.

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

1. The Licensees acknowledge that permission to access the Encroachments is granted 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 Licensees are granted permission to use and maintain the above-described Encroachments for the purposes of accessing the dock in Lake Winnepesaukee for private recreational purposes and for parking for house access on the west side of the road and underground utilities. 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 Department will so inform the Licensees and give adequate time for the removal of any or all items and structures by the Licensees at no expense to the Department. If any or all items and structures are not removed at the time this area is required by the Department, the Department will remove and dispose of any or all of these items and structures as necessary with no liability for the Department to reimburse for the value of said items and structures.
4. The Licensees 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 Department-owned property.
5. By entering into this Use & Occupancy Agreement, the Licensees waive any and all claims of ownership to the above-described parcel.
6. The Licensees 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 Licensees, at no expense to the Department. If the Licensees do not promptly remove said obstructions when so notified, the Department will remove the obstructions as necessary with no liability for damages, costs, or reimbursement for any or all items removed.

DP JA

10. The Encroachment shall in no way create unsanitary or unsightly conditions within the surrounding area. It shall be the responsibility of the Licensees to ensure the Encroachment is kept clean and free of litter.
11. The Licensees are prohibited from removing any trees larger than one-inch diameter within the Department-owned land without the express written permission of the Department. Ground cover and shrubs shall not be disturbed.
12. The Licensees are prohibited from planting or landscaping on the Department-owned land, or from placing signs, fences, flagpoles, patios, or any other item on the Department-owned land.
13. The Licensees are responsible for any damages to the Department-owned land, including but not limited to vegetation loss requiring re-stabilization, as determined by the Department.
14. No portion of any Encroachment shall be attached to guardrail posts, signposts, any other Department-owned device, extend above the top of guardrail posts, or extend toward the highway beyond the face of the guardrail.
15. The Licensees are prohibited from constructing additional stairways or creating breaks in the guardrail. As the Department replaces the guardrail in the vicinity of the encroachment, the Department 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 altering the slope.
17. Stairs shall be constructed in conformance with standard building materials and methods, and kept in good repair by the Licensee. Stairs deemed by the Department to be a hazard are subject to immediate removal after reasonable notice to the Licensee, with expense of said removal being reimbursed by the Licensee.
18. Licensee agrees to obtain an excavation permit from the Department for placement of any anchoring system associated with positioning or suspending seasonal docks.
19. Parking is prohibited on the east side of the highway on Department-owned land. Parking on the west side of the highway associated with the 2008 DOT approved driveway permit Number 011-514 for the driveway, retaining walls and parking area for the 3 bedroom house shall be as described above.
20. Storing of private equipment is prohibited on the Department-owned land, unless specifically authorized by the Department.
21. New Septic tanks, including but not limited to holding tanks, shall not be constructed on the Department-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 Department-owned land without prior permission of the Department.
24. The Encroachment shall not be used for any purposes other than Those encroachments listed in "Description of Encroachment" paragraph above.
25. By signing this Use & Occupancy Agreement, the Licensees hereby agree to defend, indemnify, and hold harmless the State of New Hampshire, its agencies, agents, officers, and employees, from and against any and all losses suffered by the Licensees, their officers, and employees, and any and all claims, liabilities, or penalties assessed against the State of New Hampshire, its agencies, agents, 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 Licensees, or any individual or company contracted or hired by Licensees). Nothing contained herein shall constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
26. The Licensees 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.
27. The Licensees 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 Licensees 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 Licensees shall keep same in force, at the Licensees expense, throughout the Licensees tenancy.
28. The Licensees must stay current and in good standing on all mortgages, taxes, or other obligations affecting the encroachment. The Department reserves the right to bring any ejection, eviction, or removal actions in the event that the Licensee fails to comply with this section, resulting in liens, foreclosures, or any other encumbrance on the Encroachment.
29. This Use & Occupancy Agreement may not be assigned, transferred, conveyed, subleased, or otherwise modified to benefit any individual or entity not named in this original Agreement.
30. Licensee shall comply with all applicable rules, regulations, requirements, statutes, guidance, and directives that any governing body or State agency may deem appropriate.

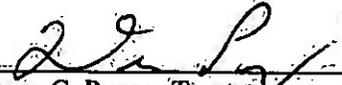
31. This Use & Occupancy Agreement shall be effective for the duration of time that the Licensee utilizes the Encroachment, or 5 years, whichever shall occur first.

LICENSEE(S)

CERTIFICATE OF TRUSTEE AUTHORITY

The undersigned Trustees, as Trustees of the Puzzo Family Revocable Trust, and pursuant thereto, have full and absolute power in said trust agreement to enter into this Agreement and no Lessor or third party shall be bound to inquire whether the Trustees have said power or are properly exercising said power. The Declaration of Trust has not been amended, revoked, or altered in any way so as to affect the power of the Trustees to enter into this Agreement.

EXECUTED this 2nd day of September 2022.



Dean C. Puzzo, Trustee
of the Puzzo Family Revocable Trust

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

This instrument was acknowledged before me this 2nd day of September 2022 by Dean C. Puzzo as Trustee of the Puzzo Family Revocable Trust.

(Seal)





Notary Public
Stephan Nix
My Commission Expires: May 20, 2025



Teresa Puzzo, Trustee
of the Puzzo Family Revocable Trust

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

This instrument was acknowledged before me this 2nd day of September 2022 by Teresa Puzzo as Trustee of the Puzzo Family Revocable Trust.

(Seal)

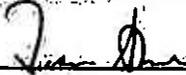




Notary Public
Stephan Nix
My Commission Expires: May 20, 202

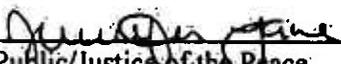


STATE OF NEW HAMPSHIRE
DEPARTMENT OF
TRANSPORTATION


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

STATE OF NEW HAMPSHIRE
MERRIMACK, SS

On this 14 day of September, 2022, personally appeared the above-named Victoria Sheehan, 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: _____

Jennifer D Lane
Notary Public, State of New Hampshire
My Commission Expires Sept. 5, 2023

DD JAH

Exhibit A

RECORDED PLAN

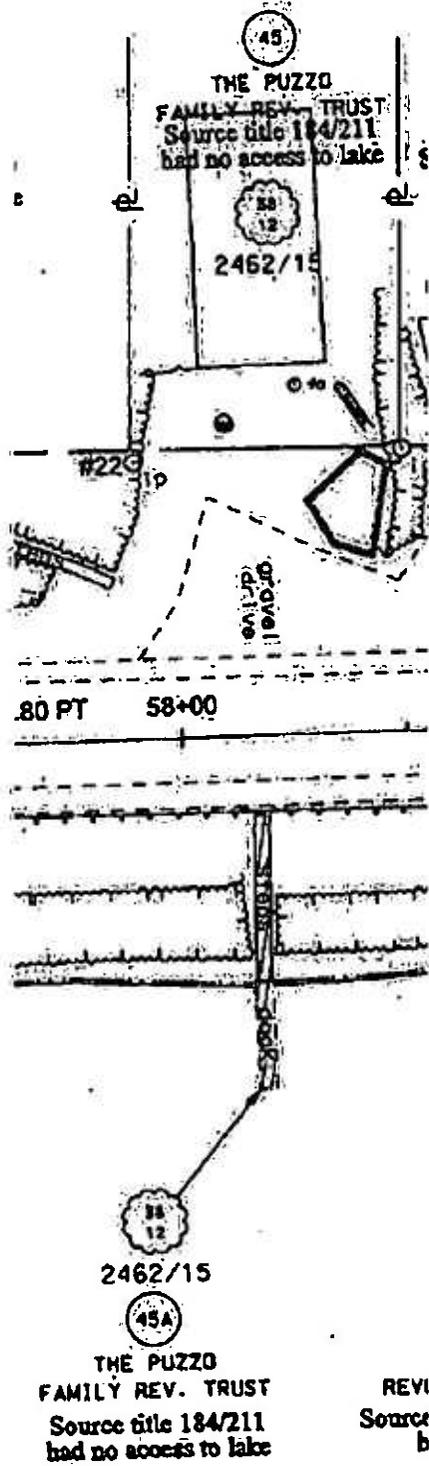


Exhibit B

**“Existing Conditions Plan Map 38, Lot 12, 172 Spring Street, Alton Bay, NH 03810”
revision dated August 12, 2022, by Jones and Beach**

- LITTORAL RIGHTS LEASE -

between

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

AND

**Dean C. Puzzo and Teresa A. Puzzo, Trustees of
The Puzzo Family Revocable Trust
"TENANT"**

**for property located at
on Lake Winnepesaukee
Opposite 172 Spring Street, Alton New Hampshire**

AUGUST 1, 2021 – JULY 31, 2026

Supplemental document checklist

r 4/6/2021

Tenant(s) Initials

DP *DP*

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

LITTORAL RIGHTS LEASE

THIS LEASE AGREEMENT, is made between The State of New Hampshire, Department of Transportation, with an address of PO Box 483, Concord, NH 03302-0483, hereinafter called the "Department," and Dean C. Puzzo and Teresa A. Puzzo, Trustees of the Puzzo Family Revocable Trust with an address of 22 Lakewood Drive, Alton, N.H. 03810, hereinafter called the "Puzzos" or the "Tenant."

WHEREAS the Department is the owner of land as identified on a plan entitled "NHDOT, The State of New Hampshire Department of Transportation Right-of-Way Reestablishment and Encroachment Plan, Route 11, Alton NH Belknap County" dated July 5, 2013, (State Project No. 1832A Alton, Sheet 3 of 3), and recorded on November 13, 2013 in Drawer L73-47, at the Belknap County Registry of Deeds (hereinafter the "Reestablishment Plan"). A portion of the Reestablishment Plan depicting the subject area is attached hereto as "Attachment A." See deed from the Town of Alton to the State of New Hampshire dated September 5, 1941, recorded in the Belknap County Registry of Deeds at Book 254, Page 1, for title to the State land. Attached hereto is a plan entitled "Existing Conditions Plan Map 38, Lot 12, 172 Spring Street, Alton Bay, NH 03810" revision dated August 12, 2022, and further amended, to be recorded in the Belknap County Registry of Deeds ("Puzzo Plan");

WHEREAS, the Puzzos own property located at 172 Spring Street, Alton, Belknap County, New Hampshire by deed dated December 11, 2007, recorded at the Belknap County Registry of Deeds at Book 2462, Page 15, also known as Alton Tax Map 38, Lot 12. The Puzzo Property is depicted as parcel 45 on the Reestablishment Plan and Attachment A (hereinafter "Parcel 45");

WHEREAS, Dean and Teresa Puzzo, Trustees agree to enter into a littoral rights lease agreement in accordance with RSA 4:39-d for the Leased Premises as defined herein; and

WHEREAS the Tenant has requested to lease the littoral rights to use said shoreline of the Leased Premises along Lake Winnepesaukee on an "as is" basis during the term of this Lease;

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 and accepts each and every condition herein set forth during the term of this Lease.

For 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 as further described as the Leased Premises as defined below.

r 4/6/2021

Tenant(s) Initials

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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 is permitted. The Department and the Tenant must execute a new lease on or before expiration of this 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 Parcel 45 (Map 38, Lot 12), shall terminate 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.

r 4/6/2021

Tenant(s) Initials

Handwritten initials in black ink, appearing to be 'JHS' followed by a flourish and 'DD'.

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 shall 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 the date and time of day on which possession of the littoral rights will be surrendered. In the event that the Tenant terminates 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 ENCUMBRANCES 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 the Leased Premises to the Department. In such a case, Tenant further agrees to remove any and all non-Department owned improvements, alterations, or additions that encumber the Leased Premises 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 Leased Premises and thereafter upon renewal of the policy.

r 4/6/2021

Tenant(s) Initials

JAN 06

- 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 Term of this Lease.

13. MISCELLANEOUS

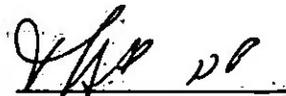
- 13.1. Department's Agents: All rights and obligations of the Department under this Lease may be performed or exercised by such agents as the Department may select.
- 13.2. Notice: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postdate prepaid, in a United States Post Office to the addresses above stated.
- 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 Tenants' responsibilities in this Lease.

r 4/6/2021

Tenant(s) Initials

 The handwritten initials are written in black ink and appear to be 'JHP' followed by a checkmark or similar symbol.

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. The parties agree that this Lease will be retroactive to August 1, 2021.

16. Amendments

16.1. Amendments to this Lease shall be in writing and signed by both parties.

AGREED AND EXECUTED as of the last date signed below, to be retroactive to August 1, 2021.

The State of New Hampshire
Department of Transportation

By: [Signature] Date 9/14/22
Victoria F. Sheehan, Commissioner
Department of Transportation

STATE OF NEW HAMPSHIRE, Merriamack SS September 14, A.D. 2022

On this 14 day of September, 2022, before me, Jennifer Lane 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.

[Signature]
NOTARY PUBLIC
Jennifer D. Lane
Notary Public, State of New Hampshire
My Commission Expires Sept. 8, 2023

*The remainder of this page intentionally left blank.
Tenant Signatures to Follow.*

CERTIFICATE OF TRUSTEE AUTHORITY

The undersigned Trustees, as Trustees of the Puzzo Family Revocable Trust, and pursuant thereto, have full and absolute power in said trust agreement to enter into this Lease and no Lessor or third party shall be bound to inquire whether the Trustees have said power or are properly exercising said power. The Declaration of Trust has not been amended, revoked, or altered in any way so as to affect the power of the Trustees to enter into this Lease.

EXECUTED this 2nd day of September 2022.


Dean C. Puzzo, Trustee
of the Puzzo Family Revocable Trust

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

This instrument was acknowledged before me this 2nd day of September 2022 by Dean C. Puzzo as Trustee of the Puzzo Family Revocable Trust.



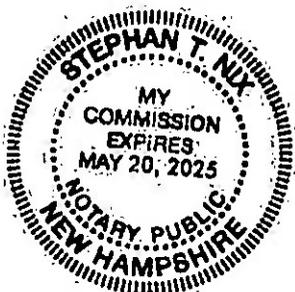
(Seal)


Notary Public
Stephan T. Nix
My Commission Expires: May 20, 2025


Teresa Puzzo, Trustee
of the Puzzo Family Revocable Trust

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

This instrument was acknowledged before me this 2nd day of September 2022 by Teresa Puzzo as Trustee of the Puzzo Family Revocable Trust.



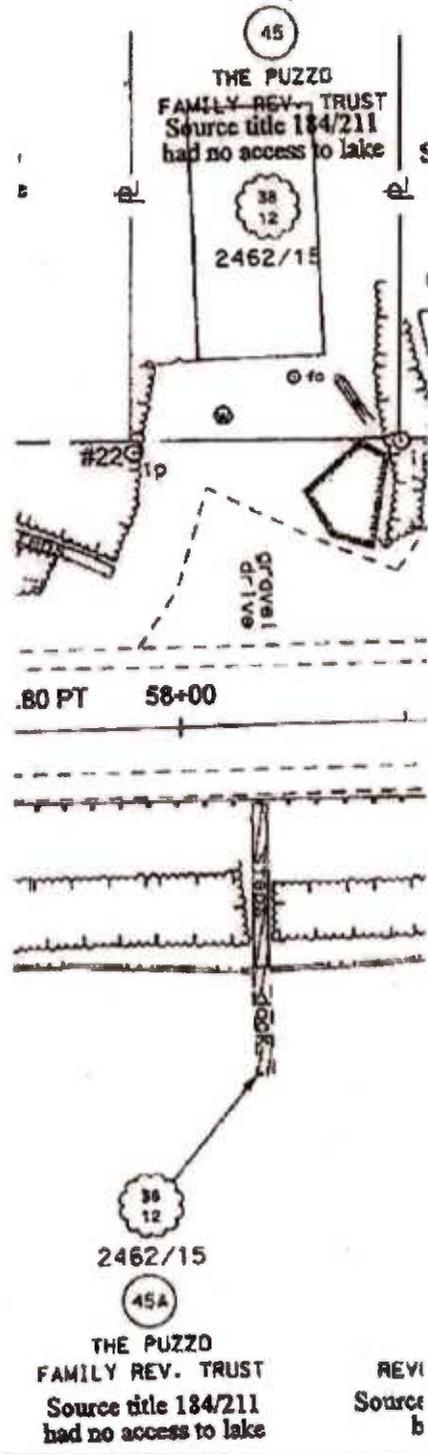
(Seal)


Notary Public
Stephan T. Nix
My Commission Expires: May 20, 2025

r 4/6/2021

Tenant(s) Initials 

Attachment "A"



r 4/6/2021

Tenant(s) Initials JHP DP

Exhibit B

Existing Conditions Plan Map 38, Lot 12, 172 Spring Street, Alton Bay, NH 03810
revision dated August 12, 2022, by Jones and Beach

r 4/6/2021

High Value Homeowners Policy

Page 6

Dean Puzzo
Teresa Puzzo
Policy Number HO056631508

172 Spring Street
Alton, NH 03809

COVERAGE	COVERAGE LIMIT
Dwelling	\$283,704
Other Structures	\$44,788
Contents	\$313,510
Loss of Use	\$28,370
Liability	\$1,000,000
Medical Payments	\$10,000
Location Premium	\$1,179

DEDUCTIBLE

All Other Peril Deductible \$5,000 per covered loss

FORMS & ENDORSEMENTS

NAME	FORM NUMBER	EDITION DATE
Home Owners Declarations Page	PHVH-999-NH	03/01/2013
OFAC Notice	PURE-DSC-GEN-001	08/01/2015
High Value Homeowners Policy	PHVH-PCF-NH-001	05/01/2017
Worker's Compensation and Employers	PHVH-063-NH	03/01/2013
Liability Coverage for Residence		
Employees - New Hampshire		
Additional Insured	PHVH-012-GEN	07/01/2010
Additional Insured		01/01/2007
Important Notice Regarding Flood	PHVH-043-GEN	03/01/2008
Insurance		
Privacy Notice	PURE-038-GEN	03/01/2014

High Value Homeowners Policy

Page 7

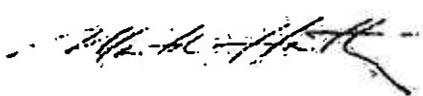
Dean Puzzo
Teresa Puzzo
Policy Number HO056631508

CREDITS & SURCHARGES

Year Built	2009
Year Renovated	
Protection Class	8
Construction Type	Frame
Flood Zone	PRP - B/C/X
Seasonal Surcharge	No
Rented to Others Surcharge	No
Vacancy Surcharge	No
Renovation Surcharge	No
Size of Home (Heated)	1,680
Central Reporting Burglar Alarm Credit	No
Central Reporting Fire Alarm Credit	No
Guard Gated Community Credit	No
Residential Sprinkler System Credit	No
External Perimeter Security Protection Credit	No
Gas Leak Detector Credit	No
Lightning Protection System Credit	No
Full Time Live-in Caretaker Credit	No
24 Hour Signal Continuity Protection Credit	No
Sprinkler System with Water Flow Alarm Credit	No
External Perimeter Gate Credit	No
Low Temperature Monitoring Device Credit	Yes
Permanently Installed Generator Credit	No
Water Leak Detection System with Master Shut Off	None
Excess Liability Policy Companion Credit	Yes
Jewelry & Art Policy Companion Credit	No
Auto Policy Companion Credit	Yes
Flood Coverage Credit	No
PURE Marketing Group Credit	N/A

Total Premium	\$8,277
Surplus Contribution	\$0
Grand Total	\$8,277

You will be billed separately for any premium due.



Authorized Company Representative



Additional Insured

This endorsement changes the policy. Please read it carefully.

Schedule

Name and Address of Person or Organization:

New Hampshire Department of Transportation
PO Box 483, Concord NH 03302-0483

It is agreed and understood that with respect to the following location:

172 Spring St
Alton, NH 03809

SECTION 1 - DEFINITIONS

A. The Definition of Insured is extended to include the person or organization named in the Schedule above for the coverages under Section III - Liability Coverage, but only with respect to:

As it pertains to the docks located at 172 Spring St, Alton, NH 03809

B. If the insured named in the Schedule above is a:

1. Limited Liability Company (LLC), its members and managers are also an insured, but only with respect to the property described above.
2. Trust, any natural person named as executor, administrator or trustee of that Trust is also an insured, but only with respect to the property described above.

C. No coverage is provided for personal injury or property damage to any employee arising out of or in the course of the employee's employment by the person or organization listed above.

CANCELLATION AND NONRENEWAL NOTIFICATION

If we decide to cancel or not to renew this policy, the person or organization named in the Schedule will be notified in writing.

This endorsement is used as part of Policy HO056631508. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Policy Expiration Date, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy of any prior endorsements.