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THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Commissioner

34

David Rodrigue, P.E.  
Assistant Commissioner  
Andre Briere, Colonel, USAF (RET)  
Deputy Commissioner

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

Bureau of Rail and Transit  
February 14, 2023

**REQUESTED ACTION**

Pursuant to RSA 4:40 and 228:57, authorize the Department of Transportation to lease a 20,570 square foot parcel of state-owned land located on the Ashuelot Branch Railroad Corridor in the Town of Winchester, to Winchester Precision Technologies, LTD, for \$1,000 per year for five years for a total of \$5,000 and the one-time administrative fee of \$1,100, effective upon Governor and Executive Council approval.

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

<u>ACCOUNT</u>	<u>FY 2023</u>
Special Railroad Account 010-096-2991-009, Revenue Source 7323	\$5,000
Sale of Services Account 015-096-0096-UUU, Revenue Source 2156	\$1,100

**EXPLANATION**

The Department of Transportation received a request from Barry Bordner, of Winchester Precision Technologies, LTD, to lease a 20,570 square foot parcel of the state-owned railroad corridor that is included within an abandoned railroad corridor that is currently utilized by the Department of Natural & Cultural Resources (DNCR) for recreational purposes. The Department proposes to lease the parcel to the Winchester Precision Technologies, LTD for parking, short term storage and greenspace. As concurred to by DNCR, the use of this parcel will not impact the abandoned railroad corridor's current trail use and a provision is included in the proposed lease relative to the removal or modification of the facility if necessary for future restoration of railroad service.

Winchester Precision Technologies, LTD previously erected a tent-type shelter and placed pavement for short term parking for employees and visitors and maintained a lawn area on the remainder of the subject parcel. The proposed lease will remedy this encroachment issue and include provisions to indemnify and insure the State of New Hampshire.

RSA 228:57 allows the Department to sell or lease portions of rail properties no longer needed by the State to any responsible person, firm or corporation for public use and therefore the Department proposes to lease this parcel to Winchester Precision Technologies, LTD for facilities and improvements as described above and detailed in the proposed lease.

The Long-Range Capital Planning and Utilization Committee approved the lease on November 28, 2022.

Sincerely,

A handwritten signature in black ink that reads "William Cass". The signature is written in a cursive style with a prominent initial "W".

William Cass, P.E.  
Commissioner

Attachments

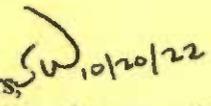
**STATE OF NEW HAMPSHIRE**  
**INTER-DEPARTMENT COMMUNICATION**

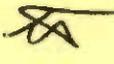
Approved by the Long Range  
 Capital Planning & Utilization  
 Committee November 28, 2022

**From:**  Louis A. Barker  
 Railroad Planner

**Date:** October 20, 2022

**AT:** Dept. of Transportation  
 Bureau of Rail and Transit

**Thru:** Shelley Winters,  SW, 10/20/22  
 Director, Division of Aeronautics, Rail & Transit

Stephen LaBonte  
 Administrator, Bureau of Right-of-Way 

**Subject:** State-owned Ashuelot Branch Railroad Corridor  
 Proposed Lease of Land Town of Winchester (RSA 4:40, RSA 228:67)

**To:** Rep. John Graham, Chairman  
 Long Range Capital Planning and Utilization Committee

**REQUESTED ACTION**

The Department of Transportation, pursuant to the provisions of RSA 4:40 requests authorization to lease approximately 0.47 acres on the state-owned Ashuelot Branch Railroad Corridor in the Town of Winchester, NH to Winchester Precision for \$1,000 per year for five years, plus a one-time administrative fee of \$1,100 of which the Department is in receipt of \$500.

**EXPLANATION**

Winchester Precision Inc. is the owner of property at 41 Hildreth Lane in the Town of Winchester abutting the state-owned Ashuelot Branch Railroad Corridor and contacted the Department regarding property that the company has recently been accessing for storage and parking related to their business. The parcel had been the site of a rail siding serving a factory that was previously located on the abutting property that is now owned by Winchester Precision. Winchester Precision Inc. would like to lease the subject parcel for a portion of a temporary building that is currently encroaching as well as installation of a small parking area and green space they will continue to maintain.

The lease of the subject parcel on the side of the railroad corridor will not interfere with recreational use on this abandoned railroad line. The lease document will include a termination clause if the parcel is needed for future railroad operations. This parcel consists of a strip of land 744 feet in length and a maximum 40+/- feet in width (average 27.65) at the edge of the railroad property. Total estimated area of the lease is 20,570 square feet (0.47 acres).

The total lease fee will be \$1,000 per year for five years for a total of \$5,000. Pursuant to RSA 4:40, III-a, the Department will assess a one-time \$1,100.00 Administrative Fee.

Authorization is requested to lease the subject parcel to the Winchester Precision, as outlined above.

Attachments:

- 1.) Topo - Location Winchester.pdf
- 2.) Aerial View.pdf
- 3.) Val Map 42.5-09 Location.pdf
- 4.) 20210318 Plan-Survey.pdf

S:\Rail-Transit\RAIL\Property Management\Long Range\2021-25 Winchester Prec Memo.doc



Ashuelot Branch  
Railroad Corridor

NH Route 10

Lease Location

Ashuelot Branch  
Railroad Corridor

NH Route 119

Winchester, NH

# 41 Hildreth Street

Ashuelot Branch - Winchester

## Legend

-  41 Hildreth St
-  Elm Street Co-Op
-  Mr Mike's Mini-Mart
-  Winchester Assembly of God

Ashuelot River

State-owned Ashuelot Branch  
Railroad Corridor

Elm Street

Proposed Lease Location

41 Hildreth St

NH 10 -  
Keene Road

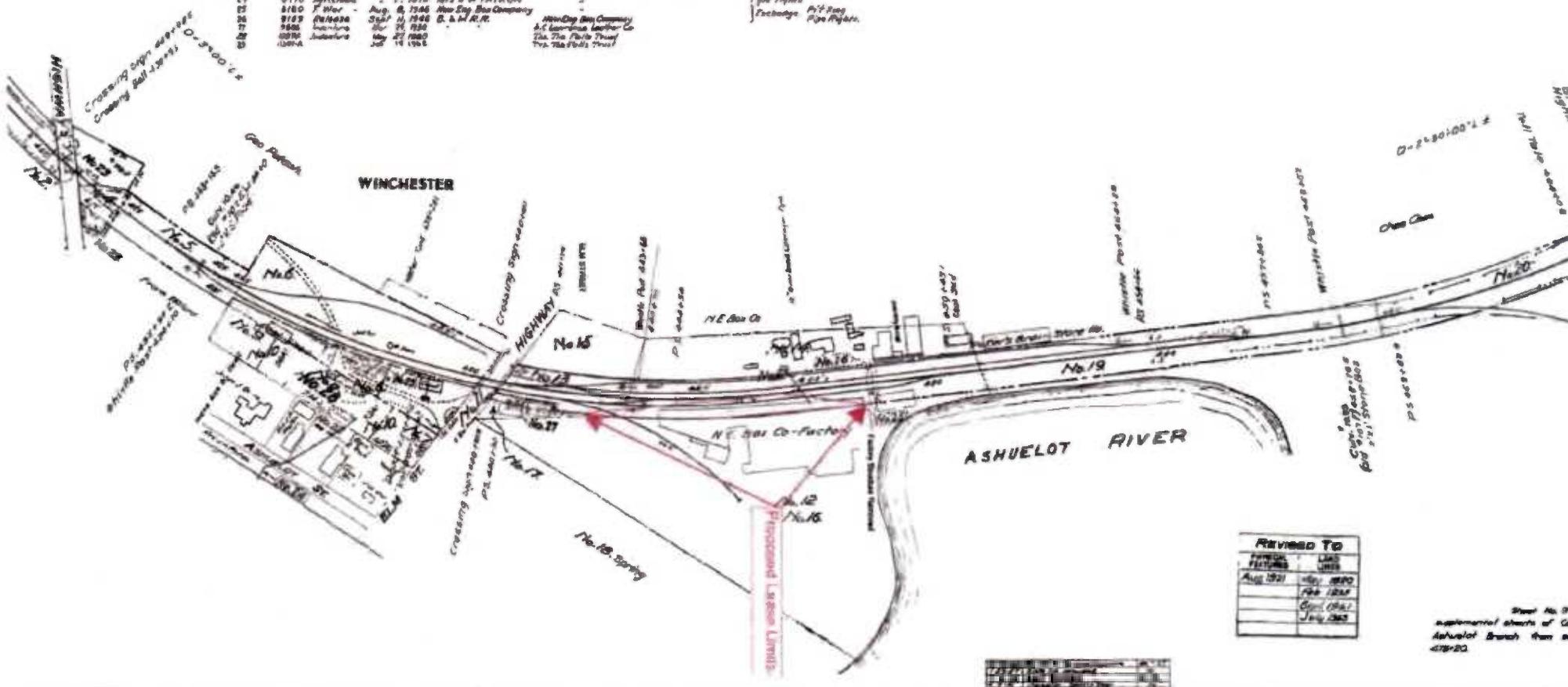
Google Earth



700 ft

Parcel No.	Condition	Area of Instrument	Date of Instrument	Grantor	Grantee	Historical Chapter (County Book Page)	Remarks
1	C.P.	100-1	Dec 11 1898	James P. Alexander	A.R.P.C.	1 200 Sec of State	
2	A.R.P.C.	100-2	Dec 11 1898	Paul Wilson	"	1 200 Sec of State	
3	A.R.P.C.	100-3	Dec 11 1898	Thomas W. Alexander	"	1 200 Sec of State	Diverted Highway Used for highway purposes
4	A.R.P.C.	100-4	Dec 11 1898	John W. Burdick	Town of Winchester	1 200 Sec of State	
5	A.R.P.C.	100-5	Dec 11 1898	Ann Thayer	"	1 200 Sec of State	
6	A.R.P.C.	100-6	Dec 11 1898	Stephen P. Hinchel	"	1 200 Sec of State	
7	A.R.P.C.	100-7	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
8	A.R.P.C.	100-8	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
9	A.R.P.C.	100-9	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
10	A.R.P.C.	100-10	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
11	A.R.P.C.	100-11	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
12	A.R.P.C.	100-12	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
13	A.R.P.C.	100-13	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
14	A.R.P.C.	100-14	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
15	A.R.P.C.	100-15	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
16	A.R.P.C.	100-16	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
17	A.R.P.C.	100-17	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
18	A.R.P.C.	100-18	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
19	A.R.P.C.	100-19	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
20	A.R.P.C.	100-20	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
21	A.R.P.C.	100-21	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
22	A.R.P.C.	100-22	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
23	A.R.P.C.	100-23	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
24	A.R.P.C.	100-24	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
25	A.R.P.C.	100-25	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
26	A.R.P.C.	100-26	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
27	A.R.P.C.	100-27	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
28	A.R.P.C.	100-28	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
29	A.R.P.C.	100-29	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	
30	A.R.P.C.	100-30	Dec 11 1898	John P. Hinchel	"	1 200 Sec of State	

WINCHESTER, N.H.



Revised To	
PREVIOUS EDITION	DATE
Aug 1921	1920
	1921
	1922
	1923
	1924
	1925

Sheet No. 2  
 Supplemental sheets of Co  
 Ashuelot Branch from 18  
 42820.

LEASE

THIS LEASE, made and entered into this 9<sup>th</sup> day of JAN, 2023 between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and Winchester Precision Technologies, Ltd., 41 Hildreth Street, Winchester, NH 03470, hereinafter (collectively) called the "TENANT", collectively called the "Parties".

WHEREAS, the LANDLORD is the owner of the hereinafter described property, which is not immediately required by the LANDLORD and has been requested by the TENANT to lease the property to the TENANT on an "as is" basis.

WHEREAS, the LANDLORD is willing to comply with said request, provided that the TENANT, as a condition to the occupancy of said Premises, joins in the execution of this LEASE for the purpose of accepting each and every condition herein set forth during the occupancy of said Premises by the TENANT.

NOW, THEREFORE, THIS LEASE WITNESSETH THAT:

1. DEMISE OF THE PREMISES

1.01 For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the TENANT of each and every term and condition herein set forth, the LANDLORD hereby lease and demises to the TENANT 0.47 acres parcel of land located in the Town of Winchester on the state-owned Ashuelot Branch Railroad Corridor and nearly opposite Engineering Stations 442+75 to 449+00+/-, as shown on the attached Railroad Valuation Section 42.5 Sheet 9, Dated December 1, 2022 (Attached) and Plan Showing Property of Barry A. Bordner, Tax Map #28, Lot #10 & 10.1, 41 Hildreth Street, Cheshire County, Winchester, New Hampshire, the "Premises" prepared by Dibernardo Associates, LLC and dated December 14, 2020 and revised by NHDOT March 18, 2021 (Attached).

2. TERM

2.01 The term of this lease shall begin on the 9<sup>th</sup> day of JAN, 2023 or upon approval by the Governor and Executive Council, whichever is later, and shall end five years after the effective date, unless terminated sooner in accordance with Condition 17.01 or 17.02.

2.02 The TENANT shall notify the LANDLORD no sooner than 6 months before the completion date, no later than 3 months before the completion date that the TENANT wishes to enter negotiations for a new LEASE for an additional five (5) year period. If the TENANT and the LANDLORD cannot agree upon a new LEASE at least 2 months before the completion date, the TENANT shall surrender to the LANDLORD the premise in accordance with Condition 18.01.

Initial



3. SECURITY DEPOSIT AND RENT

- 3.01 The TENANT agrees to pay to the LANDLORD as a Security Deposit for demised premises the sum of N/A dollars to secure the performance of the TENANT's obligations hereunder. The LANDLORD may at its option set off all or portions of the deposit to pay for damages caused by any breach of the TENANT's obligations hereunder. The TENANT shall not have the right to apply the security deposit in payment of any past due rent.
- 3.02 All real or personal property taxes assessed by the Town of Winchester as a result of this LEASE are not included in the rent and will be paid by the TENANT. In accordance with RSA 72:23, I(b), "failure of the lessee to pay any duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor."
- 3.03 Rent shall be One Thousand dollars (\$1,000.00) per year, payable in advance, due upon the 1st day of February each year to the LANDLORD at the following address:

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION  
BUREAU OF FINANCE & CONTRACTS  
J. O. MORTON BUILDING  
PO BOX 483  
CONCORD NH 03302-0483

If the total rental amount is not paid within ten (10) days after the due date, the TENANT agrees to pay a late charge of One Hundred dollars (\$100.00).

4. QUIET ENJOYMENT

- 4.01 The LANDLORD covenants and agrees that so long as the TENANT is not in default of any of the covenants and agreements of this LEASE, the TENANT's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the LANDLORD or any person claiming by or through the LANDLORD.

5. USE OF PREMISES

- 5.01 The Premises shall be used and occupied by the TENANT exclusively as a truck entrance, outside storage, temporary storage facility, open campus land, and neither the Premises nor any part thereof shall be used at any time during the term of this LEASE by the TENANT for the purpose of carrying on any other business, profession or trade of any kind. The TENANT shall comply with all laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised Premises during the term of this LEASE. The TENANT shall not use the Premises in any manner that will disturb a neighbor's peaceful enjoyment of other property.

Initial 

5.02 No TENANT or visitor or invitee of the TENANT may park any motorized vehicle on any area which is not designated specifically for parking. No unregistered motorized vehicles shall be stored upon the Premises.

## 6. MAINTENANCE OF PREMISES

6.01 The TENANT acknowledges that the Premises are in good order and repair at the beginning of the LEASE term, unless otherwise indicated by attached written statement. The TENANT shall at their own expense maintain the Premises in a clean and sanitary manner. The TENANT shall not allow brush, leaves, grass or other plant matter, ice, snow, dirt or any other material to be placed on the Premises.

6.02 The TENANT shall be responsible for any damage caused during this tenancy. The TENANT shall return the Premises to the LANDLORD in as good order and condition as when received, ordinary wear and tear excepted. The TENANT agrees to be responsible for all single job repair costs. The LANDLORD reserves the right to select the persons or company to perform any such repairs.

## 7. DAMAGE TO PREMISES

7.01 If the Premises are damaged so as to render them untenable, then either party shall have the right to terminate this LEASE as of the date on which the damage occurs, through written notice to the other party, to be delivered within ten (10) days after the occurrence of such damage. However, should the damage or destruction occur as a result of any act or omission on the part of the TENANT or its invitees, then only the LANDLORD shall have the right to terminate this LEASE. Should the right to terminate be exercised, the rent for the current year shall be prorated between the parties as of the date the damage occurred.

## 8. ALTERATIONS AND IMPROVEMENTS

8.01 The TENANT shall make no alterations to the Premises or construct any new building or make other improvements on the Premises without the prior written consent of the LANDLORD. All alterations, changes, and improvements built, constructed, or placed on the Premises by the TENANT, with the exception of fixtures removable without damage to the Premises and movable personal property, shall, unless otherwise provided by written agreement between the LANDLORD and the TENANT, be the property of the LANDLORD and remain on the demised Premises at the expiration or sooner termination of this LEASE.

## 9. ENTRY AND INSPECTION

9.01 The LANDLORD retains the right to enter the Premises in the case of an emergency, or to make necessary repairs, alterations, improvements, or to supply necessary or agreed services, or to exhibit the Premises to prospective purchasers or tenants, work crews, contractors, or others, or when the TENANT has abandoned or surrendered the Premises, or whenever

Initial 

necessary to determine the condition of the Premises. Whenever practical the LANDLORD shall provide the TENANT with 24 hours' notice prior to entry. Any indication of LEASE violations shall be grounds for immediate eviction action.

10. ASSIGNMENT AND SUBLETTING

10.01 Without the prior written consent of the LANDLORD, the TENANT shall not assign this LEASE, or sublet or grant any concession or license to use the Premises or any part thereof. A consent by the LANDLORD to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession, or license without the prior written consent of the LANDLORD or an assignment or subletting or operation of law, shall be void and shall, at the LANDLORD's option, terminate this LEASE.

11. UTILITIES

11.01 The TENANT shall be responsible for arranging for and paying for all utility services required on the Premises.

12. DANGEROUS MATERIALS

12.01 The TENANT shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous.

13. INDEMNIFICATION AND INSURANCE

13.01 The TENANT acknowledges that the Premises is being requested for the TENANT's advantage and does not involve the LANDLORD's performance of their duties to the public. The TENANT further acknowledges that the use of the Premises by the TENANT will expose the LANDLORD to additional liability to which they would not otherwise be exposed. Accordingly, the TENANT agrees that the LANDLORD shall not be liable for injury or death of the TENANT or agent of TENANT, regardless of status as guest, invitee or trespasser, or for loss or destruction of or damage to any property of the TENANT or any agent of the TENANT while upon, or about, or in the use of the Premises. The TENANT and its employees, contractors and agents agree to defend, indemnify, and hold harmless the LANDLORD, its officers, agents and employees, from and against any and all losses suffered by the LANDLORD, its successors and assigns, officers, agents, employees, from any and all claims, liabilities or penalties asserted against the LANDLORD, its successors and assigns, officers, agents and employees, by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the TENANT or from the use, maintenance, installation, removal or existence of this Premises, regardless of any

Initial BAB

negligence on the part of the LANDLORD or their agents or employees. Without limiting the foregoing, it is agreed that this covenant of indemnification shall apply to all cases of loss, damage, injury, death, cost or expense for which any party to this agreement may or shall be liable. For the purpose of this agreement, all persons using the Premises shall be deemed agents of the TENANT. This covenant shall survive the termination of this Agreement. In addition the TENANT shall pay the premiums on a policy or policies of insurance covering the following at said Premises, designating the State of New Hampshire as additional named insured.

13.01.1 Commercial General Liability:  
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

13.01.2 Comprehensive Automobile Liability:  
\$500,000.00 combined single limit

- 13.02 The TENANT shall maintain Worker's Compensation Insurance or Pooled Risk Management Coverage in the amount as required by current State Statute.
- 13.03 The TENANT further agrees to obtain and keep in force a policy or policies of insurance providing Comprehensive General Liability or Comprehensive Personal Liability with a minimum \$1,000,000.00 per occurrence limit covering bodily injury and property damage and \$2,000,000.00 in the aggregate designating the State of New Hampshire as additional named insured.
- 13.04 Procurement and delivery of a certificate indicating such insurance acceptable to the State is a condition precedent to the effectiveness of this Agreement. Nothing contained herein shall be construed as a waiver of sovereign immunity.
- 13.05 No provision of this Agreement is intended to waive any aspect of the State's sovereign immunity, and any possible counterclaims or defenses it may assert relative to any claim brought related to this Agreement or the Premises.

14. HOLDOVER BY TENANT

- 14.01 No holdover by the TENANT will be permitted. The LANDLORD and TENANT must execute a new LEASE upon expiration of an existing LEASE in order for TENANT to remain in possession of the Premises.

15. DEFAULT

- 15.01 The LANDLORD shall be the sole judge of what shall constitute a violation of the provisions of the LEASE, or the failure of the TENANT to otherwise abide by any of the covenants herein contained, and may order a discontinuance of the practices, or the performance of any of the work related to such default by giving the TENANT 10 days' notice in writing. Failure of the TENANT to comply with the notice shall automatically give the LANDLORD the right

to terminate this LEASE evict the TENANT and take full and complete possession of the Premises.

16. TERMINATION OF LEASE FOR CAUSE

16.01 In the event that the TENANT shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for 10 days after written notice, thereof, or if the TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within 10 days of written notice by the LANDLORD to the TENANT specifying such default and requiring it to be remedied then, and in such an event, the LANDLORD may serve a written notice of termination of this LEASE upon the TENANT and this LEASE and the term hereunder shall terminate and upon such termination the LANDLORD may immediately or at any time thereafter, without demand or notice enter into or upon the Premises and repossess the same.

16.02 If it becomes necessary for the LANDLORD to institute suit for eviction or damages on account of rental arrears or violation of the terms of this LEASE, the LANDLORD shall be entitled to include in such suit for eviction or damages, a claim for attorney's fees and court costs incident thereto, which fees the TENANT hereby covenants and agrees to pay.

17. TERMINATION FOR CONVENIENCE

17.01 The LANDLORD may terminate the LEASE at any time by giving 30 days' notice thereof in writing, and may take full and complete possession of the Premises hereby leased, at the end of said 30 day period with no further liability of any nature whatsoever to the TENANT for so doing. Should the LANDLORD terminate this LEASE by giving the 30 days' notice during any period for which a full year's rent has already been paid, the LANDLORD will reimburse the TENANT for the pro-rata proportion of the remaining number of days for which rent has been paid in advance but during which the TENANT no longer occupy the Premises.

17.02 The TENANT may terminate this LEASE Agreement at any time by giving at least 30 days' notice in writing, specifying in said notice the day (and the time of day) on which possession of the Premises will be surrendered. The TENANT shall not vacate or leave the Premises unattended on the day of surrender until the LANDLORD's representative shall have sufficient time to check the Premises prior to taking formal possession thereof. In the event that the TENANT shall terminate this LEASE in accordance with the above provisions, payment of rent shall cease at the end of the said 30 day period, or at the end of the day on which possession shall be surrendered, whichever shall last occur.

18. SURRENDER OF THE PREMISES

18.01 In the event that the term or any extension thereof shall have expired or terminated, the TENANT shall peacefully quit and surrender to the LANDLORD the Premises together with all improvements, alterations, or additions made by the TENANT, which cannot be removed

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without damaging the Premises. The TENANT shall remove all personal property and shall repair any damage caused by such removal. The TENANT's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this LEASE.

19. INDEMNIFICATION AND RELEASE FROM LIABILITY

19.01 The TENANT further releases the LANDLORD, its agents and employees, from any and all claims or demands for damages or injuries of any nature whatsoever attributable to the taking, use and occupancy of any portion of the Premises caused by the construction and maintenance by the State of New Hampshire of any transportation project or proposed project which abuts (or will abut) or may effect in any way the property herein leased.

20. DISCRIMINATION PROHIBITED

20.01 The TENANT hereby covenants and agrees that no person on the ground of race, color, national origin or sex, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, and that in the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the ground of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and that the TENANT shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

21. MISCELLANEOUS

21.01 LANDLORD's Agents. All rights and obligations of the LANDLORD under this LEASE may be performed or exercised by such agents as the LANDLORD may select.

21.02 Notice. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office.

To NHDOT/Landlord:

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

Attention:  
Railroad Planner

To the Lessee:

Winchester Precision Technologies, LTD.  
41 Hildreth Street  
Winchester, NH 03470

Attention: Mr. Barry A. Bordner  
President

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

Attachments:

- Railroad Valuation Section 42.5 Sheet 9, Dated December 1, 2022
- Plan Showing Property of Barry A. Bordner, Winchester, New Hampshire prepared by Dibernardo Associates, LLC, dated December 14, 2020, revised by NHDOT March 18, 2021

Initial



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

TENANT:

By: [Signature] Date: 09/09/2023  
Print Name and Title BARRY BORDNER

STATE OF NH  
COUNTY OF CHESHIRE

On, Jan 09, before the undersigned officer personally appeared Barry Bordner known to me (or satisfactorily proven) to be the President of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

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

1-9-2023  
Date

[Signature]  
Notary Public  
**SANDRA PEARSON, Notary Public**  
My Commission Expires November 14, 2024

LANDLORD:  
STATE OF NEW HAMPSHIRE  
Department of Transportation

By: [Signature]  
Commissioner

Approved by Attorney General this 3 day of March, 2023, as to form and execution.

By: [Signature]  
Attorney

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

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

Approved by Long Range Capital Planning and Utilization Committee on November 28, 2022.

Initial [Signature]

Attachments follow

Certificate of Good Standing

Certificate of Authority – Guidance/Sample

Name of Entity (Business)

CORPORATE RESOLUTION (CERTIFICATE OF VOTE)

x I, Deborah Cleveland, hereby certify that I am the duly elected Clerk/Secretary/Officer of the WPT Ltd., I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/Shareholders, duly called and held on 01/09, 2023 which a quorum of the Directors/Shareholders were present and voting.

BARRY  
VOTED: That BOEDNER (may list more than one person) is duly authorized  
(Name and Title) PRES.

To enter into contracts or agreements on behalf of WPT Ltd. with the State of New  
(Name of Corporation)

Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individuals to bind the corporation is contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 1/9/2023

x ATTEST: Deborah Cleveland  
(Name & Title) Treas.

CORPORATE SEAL

STATE OF NH  
COUNTY OF Cheshire

On, Jan 09, before the undersigned officer personally appeared Deborah Cleveland known to me (or satisfactorily proven) to be the Secretary of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

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

1-9-2023  
Date

Sandra R  
Notary Public

Certificate of Insurance

SANDRA PEARSON, Notary Public  
My Commission Expires November 14, 2023

Initial DS

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WINCHESTER PRECISION TECHNOLOGIES, LTD. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 19, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 76684

Certificate Number: 0006116788



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of February A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/10/2023

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

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

<b>PRODUCER</b> Wieczorek Insurance 166 Concord St.  Manchester NH 03104	<b>CONTACT NAME:</b> Cheryl Lapointe <b>PHONE (A/C, No, Ext):</b> (603) 668-3311 <b>E-MAIL ADDRESS:</b> cheryl@wizinsurance.com	<b>FAX (A/C, No):</b> (603) 668-8413
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Winchester Precision Technologies Limited 41 Hildreth Street  Winchester NH 03470	<b>INSURER A:</b> Charter Oak Fire Insurance Co	
	<b>INSURER B:</b> Travelers Indemnity Company	
	<b>INSURER C:</b> Travelers Casualty Ins Co of America	
	<b>INSURER D:</b> Eastern Alliance Insurance Company	
	<b>INSURER E:</b>	

**COVERAGES** CERTIFICATE NUMBER: 23-24 AI REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		Y-630-1W409409-COF-23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Employee Benefits \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-1W412893-23-14-G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		CUP-1W413693-23-14	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 4,000,000
	AGGREGATE \$ 4,000,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A		Cov State NH Excl: Barry Bordner 01-0000113462-05	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The certificate holder is named as Additional Insured with regards to liability if required by written contract or agreement.

RE: Town of Winchester

<b>CERTIFICATE HOLDER</b>  New Hampshire Dept. of Transportation Bureau of Finance & Contracts J.O. Morton Building PO Box 483 Concord, NH 03302-0483	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE,  Robert Wieczorek/DMD <i>Rg Dignak</i>

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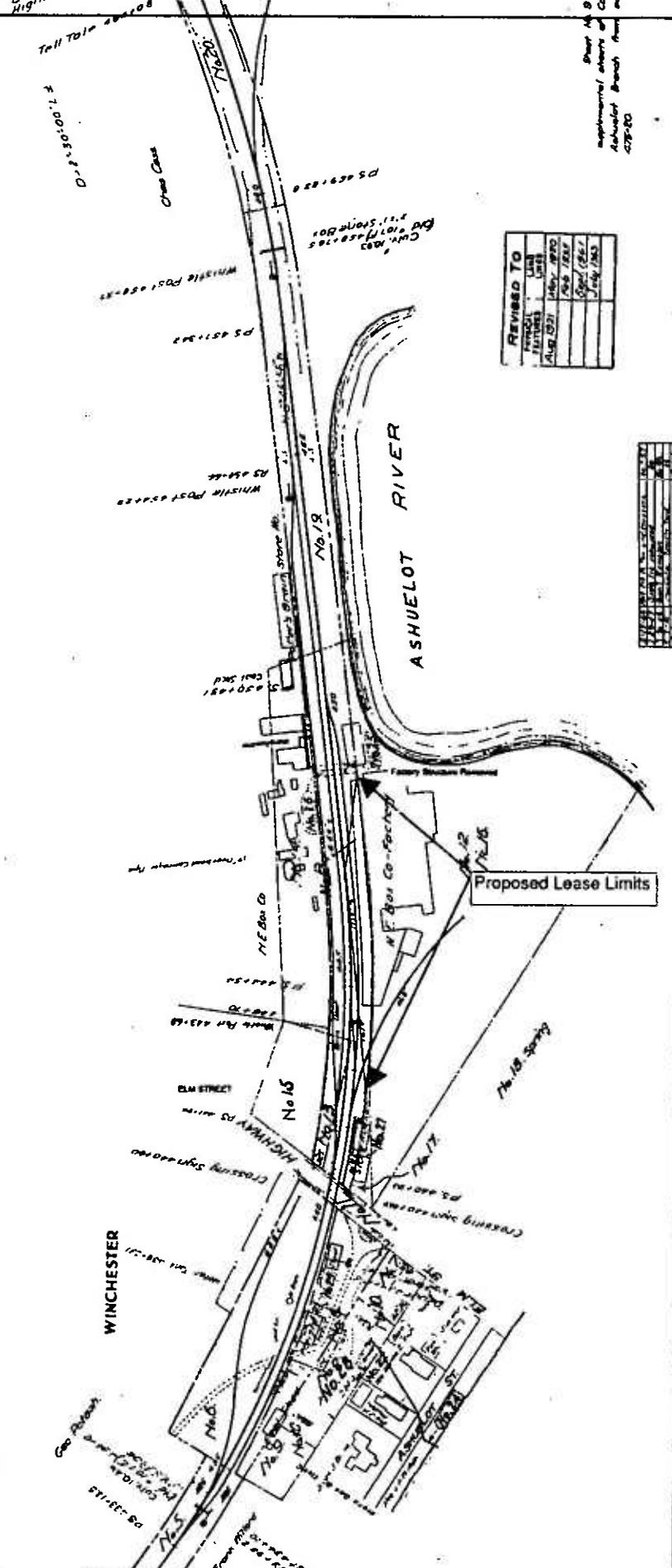
Dated  
12-1-2022

NH Route 119

Valuation Section 42.5  
Sheet 9

Parcel	Category	Area of Instrument	Date of Instrument	Grantor	Grantee	Recorded Instrument	Book Page	Instrument
1	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
2	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
3	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
4	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
5	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
6	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
7	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
8	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
9	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
10	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
11	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
12	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
13	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
14	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
15	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
16	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
17	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
18	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
19	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
20	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
21	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
22	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
23	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
24	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
25	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
26	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State
27	CR	10.00	Dec 11 1859	James & Margaret	J.P.P.C.	178	100	Sec of State

WINCHESTER, N.H.



REVIEWED TO	DATE
APR 1991	APR 1991
AUG 1991	AUG 1991
MAR 1992	MAR 1992
APR 1992	APR 1992
MAY 1992	MAY 1992
JUN 1992	JUN 1992
JUL 1992	JUL 1992
AUG 1992	AUG 1992
SEP 1992	SEP 1992
OCT 1992	OCT 1992
NOV 1992	NOV 1992
DEC 1992	DEC 1992

NO.	DATE	DESCRIPTION
1	12-1-2022	Valuation Section 42.5

Page 18 of 19  
Submitted to State of NH  
Ashuelot Branch  
4-28-90