0 JUN27'23 PM 3:38 RCV

New Hampshire DOT
Department of Transportation

William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

20

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, NH 03301

Bureau of Rail & Transit
June 22, 2023

REQUESTED ACTION

Pursuant to RSA 4:40 and 228:57 authorize the Department of Transportation to enter into a **retroactive** lease agreement for a 450 square foot parcel of state-owned land located on the Portsmouth Branch Railroad Corridor in the City of Manchester, to Outfront Media LLC for the greater of 30% of annual advertising income for the location per year or a minimum annual rent of $1,327.68, for a period of 5 years, which would yield a minimum of $6,638.40. Upon Governor and Council approval, the lease will be effective retroactively from January 1, 2023 through December 31, 2027.

Rental income to be credited as follows:

ACCOUNT	EACH FY	LEASE TERM	TOTAL
04-096-096-010-29910000 Special Railroad Account 009 407323 Railroad Crossing License Fees	$1,327.68	5 YEARS	$6,638.40

EXPLANATION

A five-year lease agreement, with a five-year extension option, for this location was previously approved by Governor and Council on November 14, 2018 (Item 24); this proposed lease is the contemplated five-year extension. This request is **retroactive** due to delays in processing related to Department vacancies and familiarization with Bureau, Department, and legislative processes and the Department's desire to keep five separate leases, for Outfront Media LLC, moving together on a continuum.

Outfront Media LLC requested to exercise the optional five (5) year lease extension, in accordance with the terms and conditions of their original lease agreement, and the Department subsequently negotiated a new five-year lease agreement, with an optional five (5) year extension, with Outfront Media LLC. The annual lease rate will be the greater of 30% of annual advertising income for the location or a minimum base rent of $1,327.68 per year for five (5) years for a minimum rent for the 5-year term of $6,638.40. This rate is reflective of the original agreement base rent with adjustments based on the US Bureau of Labor Statistics Consumer Price Index (USBLS CPI).

The property will continue to be used by Outfront Media LLC to maintain the existing advertising sign within the subject railroad corridor. The existing sign does not impact potential and current trail use or future railroad restoration. Outfront Media LLC has demonstrated reliability and responsibility for the use of state-owned railroad property under previous agreements and leases. 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.

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

The Long Range Capital Planning and Utilization Committee approved the lease on April 21, 2023, item number LRCP 23-009.

Sincerely,

William Cass, P.E.
Commissioner

Attachments

LEASE

THIS LEASE, made and entered into between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and Outfront Media LLC, 40 Water Street, Lower Mezzanine, Boston, MA 02109, 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 450 square foot parcel of land located in the City of Manchester on the state-owned Portsmouth Branch Railroad Corridor and nearly opposite Engineering Station 1863+40, Valuation Section 28 Sheet 36 attached, as shown on the attached plan titled Location("PREMISES").

2. TERM

2.01 The term of this lease shall begin on the 1st day of January 2023, effective upon approval by the Governor and Executive Council, and shall end on 31st day of December 2027, unless terminated sooner in accordance with Condition 17.01 or 17.02.

2.02 The TENANT shall notify the LANDLORD no sooner than 12 months before the completion date and no later than 6 months before the completion date that the TENANT wishes to extend the term of the Lease for an additional five (5) year period. Upon receipt of said notice the Commissioner of the Department of Transportation, at his/her discretion, may extend the term of the Lease an additional five (5) years. If the Commissioner elects to extend the term of the Lease, the extension shall be effective upon the signature of the Commissioner and the TENANT. If the parties cannot agree upon an extended term of the Lease, the TENANT shall surrender to the LANDLORD the Premises 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 City of Manchester 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 the greater of 30% of TENANT's annual gross revenue for the sign erected at the subject location or one thousand, three hundred, twenty-seven dollars and sixty-eight cents ($1,327.68) per year, payable in advance, due upon the 1st day of January 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

Adjustments to rent, based on increases due to the LANDLORD resulting from 30% of the TENANT'S annual gross revenue for the sign, shall be submitted within 30 days after the calendar year end. If the total rental amounts as noted above, are not paid within ten (10) days after the due date, the TENANT agrees to pay a late charge of 1% for each month rent is late.

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 the location of an advertising sign, 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

Initial

not use the Premises in any manner that will disturb a neighbor's peaceful enjoyment of other property.

5.02 The TENANT agrees that it is liable for the cost of all work performed on the Property and that any such work shall be performed according to the attached Prosecution of Work dated June 9, 2023 (Attached), and at a time and under conditions acceptable to State. Such liability shall include the cost of all on-site inspectors or other representatives of the State, if such individuals are necessary in the sole judgment of the State. At no time shall any work interfere with the use of the remaining property by the State, its lessees or assigns. The TENANT is solely responsible for the presence of its equipment on the Property or in the adjacent Railroad Corridor.

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

6. MAINTENANCE OF PREMISES

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

8. ALTERATIONS AND IMPROVEMENTS

8.01 The TENANT shall make no alterations to the Premises or construct any building or make other improvements on the premises without the prior written consent of the LANDLORD. All alterations, changes, and improvements built, constructed, or placed on the Premises by the TENANT, with the exception of fixtures removable without damage to the Premises and

Initial

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 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 use of 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 installation and 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

Initial GTA

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 and 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 improvements on this Premises, regardless of any negligence on the part of the LANDLORD or its 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 insureds.

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 a TENANT to remain in possession of the Premises.

Initial GTA

15. DEFAULT

15.01 The LANDLORD shall be the sole judge of what shall constitute a violation of the provisions of the LEASE, or the failure of the TENANT to otherwise abide by any of the covenants herein contained, and may order a discontinuance of the practices, or the performance of any of the work related to such default by giving the TENANT ten (10) days notice in writing. Failure of the TENANT to comply with the notice shall automatically give the LANDLORD the right to terminate this LEASE evict the TENANT and take full and complete possession of the Premises.

16. TERMINATION OF LEASE FOR CAUSE

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

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

17. TERMINATION FOR CONVENIENCE

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

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

Initial GTA

payment of rent shall cease at the end of the said thirty (30) day period, or at the end of the day on which possession shall be surrendered, whichever shall last occur.

18. SURRENDER OF THE PREMISES

18.01 In the event that the term or any extension thereof shall have expired or terminated, the TENANT shall peacefully quit and surrender to the LANDLORD the Premises together with all improvements, alterations, or additions made by the TENANT, which cannot be removed without damaging the Premises. The TENANT shall remove all personal property and shall repair any damage caused by such removal. The TENANT's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this LEASE.

19. INDEMNIFICATION AND RELEASE FROM LIABILITY

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

20. DISCRIMINATION PROHIBITED

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

21. MISCELLANEOUS

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

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

Initial

To NHDOT/Landlord:

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

Attention:
Railroad Planner

To the Lessee:

Outfront Media, LLC
1370 Hooksett Road
Hooksett, NH 03106

Attention: Ms. Jenna Panepinto
Real Estate Manager, NH & Upstate NY

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.

Initial GTA

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

TENANT: Outfront Media

By: _____ Date: 6/12/23

Gerald T. Allen General Manager
Print Name and Title

STATE OF MA
COUNTY OF Suffolk

On, 6/12/23, before the undersigned officer personally appeared Gerald T Allen known to me (or satisfactorily proven) to be the GM of the corporation identified in the foregoing document and acknowledge that he executed the foregoing document.

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

6/12/23
Date

Notary Public

ANGELINA M. RUFO
MY COMMISSION EXPIRES JULY 2, 2027
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

LANDLORD:
STATE OF NEW HAMPSHIRE
Department of Transportation

By: _____
Commissioner

Approved by Attorney General this 22nd day of June, 2023, as to form and execution.

By: _____
Attorney

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

ATTEST: _____
Secretary of State

Approved by Long Range Capital Planning and Utilization Committee on April 21, 2023.

Initial GTA

ATTACHMENT

Manchester – Existing Sign Repair

June 9, 2023

PROSECUTION OF WORK ON NH DOT RAILROAD PROPERTY THAT IS USED AS A TRAIL AND MAINTAINED BY DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

DESCRIPTION OF WORK

The work on this project entails the repair of an existing advertising signs on the Portsmouth Branch Railroad Corridor (the " Corridor") adjacent to NH 28B (Londonderry Turnpike) in Manchester, New Hampshire. During the maintenance or repair of the facilities the Permittee or his Contractor may need to travel along the Corridor to complete the work. The Permittee or his Contractor will need to erect signage and barricades around the work area to prevent trail users from getting injured during the performance of the work.

CORRIDOR OWNER

The Corridor Owner in the subject area is:

State of New Hampshire Department of Transportation (Corridor Owner)
Mr. Chuck A. Corliss, PE
Bureau of Rail & Transit
PO Box 483
Concord, New Hampshire 03302-0483
Tel. (603) 271-3465

The Railroad Corridor in the subject area is maintained by:

Department of Natural and Cultural Resources (Trail Maintainer)
Craig Rennie
Bureau of Trails
PO Box 1856
Concord, New Hampshire 03302 - 1856
Tel. (603) 271-3254

TRAIL COORDINATION

This Project is located on an inactive railroad line that has no rail traffic. The Corridor in this area is currently used and maintained as a recreational trail by the Department of Natural and Cultural Resources. The Contractor must contact the NHDNCR (Bureau of Trails 271-3254) prior to beginning any work on Corridor to provide the Trail Maintainer with the work schedule on the trail and to establish the signage locations.

ATTACHMENT

RIGHT-OF-WAY AND PROTECTION OF PROPERTY

The Contractor shall not modify, excavate, bury materials or alter the Corridor in any way without the written permission of the Corridor Owner.

CONSTRUCTION REQUIREMENTS

The Contractor shall comply with the following requirements to enter onto the Corridor to perform their work.

1. Signage stating "Construction Ahead – Trail Closed" or similar wording acceptable to the Bureau of Trails shall be erected on both sides of the construction area. The Contractor shall install orange construction fencing and reflective markers around the construction area to prevent pedestrian access.

2. The Contractor should contact Dig Safe (1-888-344-7233) prior to starting any excavation work on the project.

3. All construction debris, excess material and tree removal debris shall be removed from the Corridor and shall not be buried or left on site.

4. The Contractor must notify the NH DOT Bureau of Rail & Transit (271-2468) AT&T (603) 978-4406 and a minimum of 1 week prior to entering the Corridor. An inspector may be required by AT&T for the prosecution of the proposed work within the Corridor. The cost of the AT&T inspector shall be borne by the Contractor.

5. The Contractor shall regrade and restore the trail surface, and seed and return all disturbed areas of the Corridor to their original condition prior to construction, including the portions of the Corridor used to access the work area. The Trail shall be crowned to allow for water runoff into ditches along the sides of the trail. The Contractor may need to furnish additional crushed gravel material to reestablish the trail surface in the disturbed areas to a condition that is acceptable to the Corridor Owner and the Bureau of Trails.

6. The Contractor shall be responsible for all costs to repair damage to the railroad corridor caused by their work.

GTA

Approved by the Long Range Capital
Planning & Utilization Committee
April 21, 2023

LRCP 23-009

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

From: Margarete Baldwin
Administrator

Date: March 17, 2023

AT: Dept. of Transportation
Bureau of Rail and Transit

Thru: Stephen LaBonte
Administrator, Bureau of Right-of-Way

Subject: Proposed Lease Renewal (RSA 4:40, RSA 228:57) – Outfront Media
State-owned Railroad Corridors, City of Manchester, Town of Salem

To: Rep. Mark McConkey, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

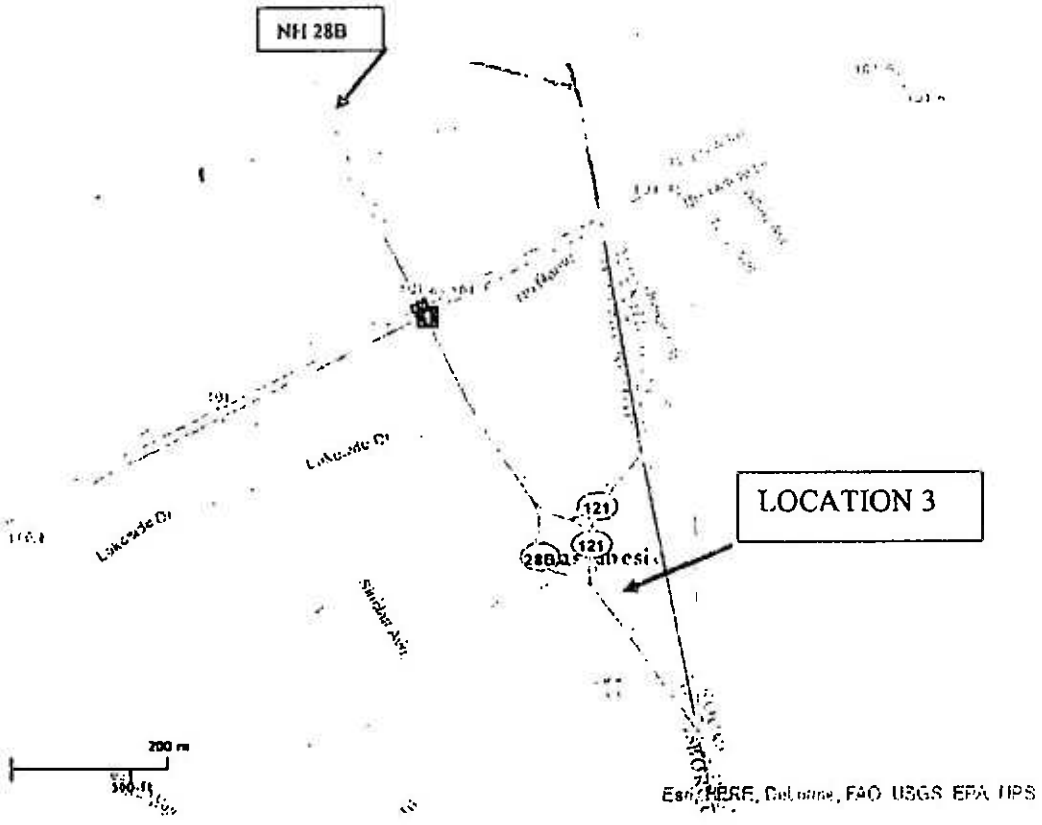
The Department of Transportation, pursuant to the provisions of RSA 4:40 and RSA 228:57, requests authorization to enter into **retroactive** lease renewals for four parcels of state-owned railroad property in the City of Manchester and the Town of Salem under Participating Leases to Outfront Media. The lease renewal will be **retroactive** to January 1, 2023, and will be in place for a period of five years, expiring December 31, 2027. The proposed lease rate for the renewals is 30% of the annual advertising income for the locations, or a minimum annual base rent of $6,517.69 per year for five years totaling $32,588.45. The Department recommends waiving the $1,100 Administrative Fee as these fees were paid in 2017 when the Department and Outfront Media originally initiated negotiations to lease these locations. The original lease agreements ended on December 31, 2022.

EXPLANATION

Outfront Media has requested to exercise the optional five (5) year lease extension, as described under the terms and conditions of the original lease agreement. The original lease agreement included a 30% annual rate, similar to the proposed rate. Upon consultation with the Departments Bureau of Right-of-Way Appraisal Section, it was suggested to inflate the minimum base rent described in the original lease to a current fair market value using the US Bureau of Labor Statistics Consumer Price Index (USBLS CPI). Below is a summary of original and proposed renewal rent rates:

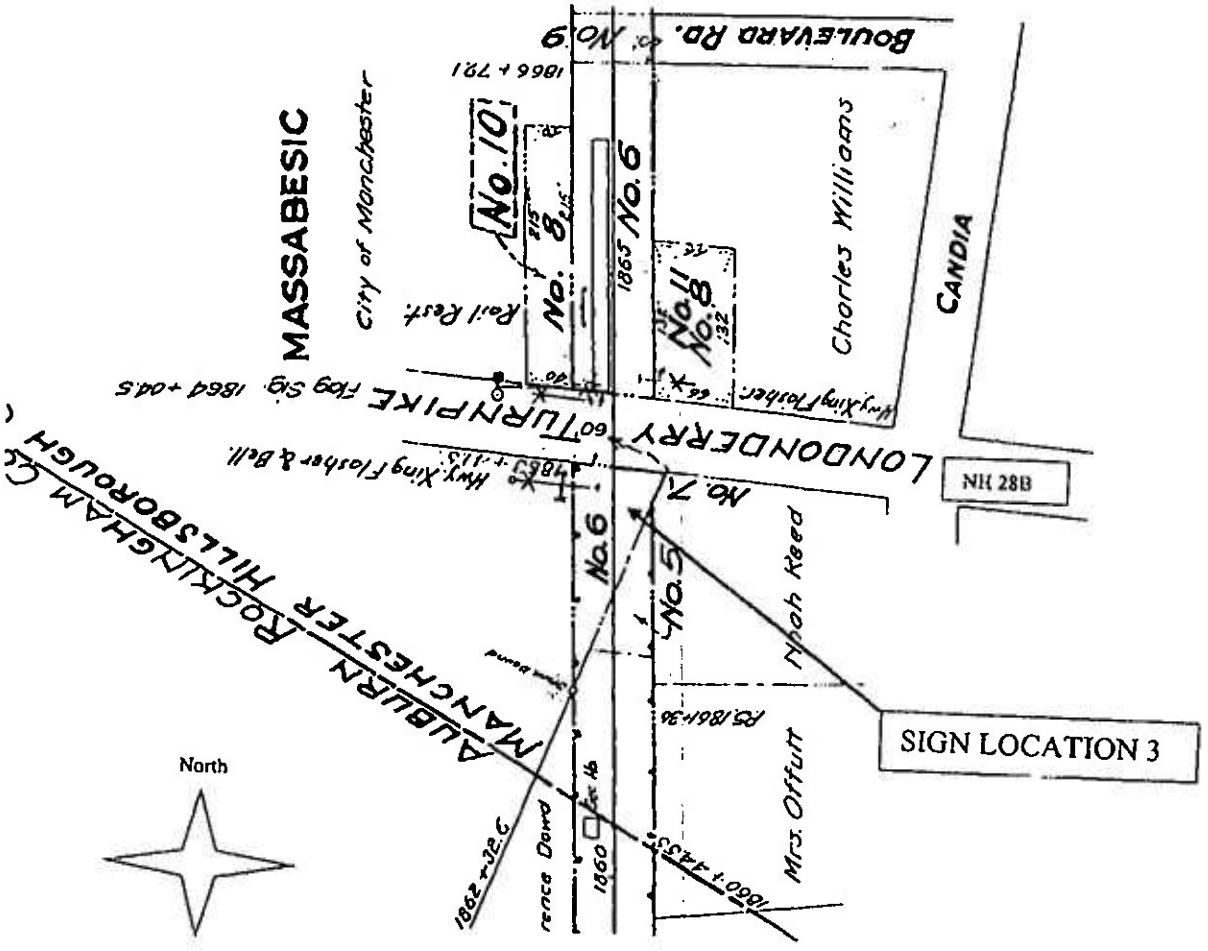
		Original Lease			Lease Renewal		
		Lease Timeframe		Annual	Lease Timeframe		Annual
Municipality, Location	Railroad Line	Start	End	Base rent	Start	End	Base rent
Manchester, Queen City North	Manchester & Lawrence	1/1/2018	12/31/2022	$ 1,400.00	1/1/2023	12/31/2027	$ 1,689.77
Manchester, Queen City South	Manchester & Lawrence	1/1/2018	12/31/2022	$ 1,500.00	1/1/2023	12/31/2027	$ 1,810.47
Manchester, Massabesic Circle	Portsmouth Branch	1/1/2018	12/31/2022	$ 1,100.00	1/1/2023	12/31/2027	$ 1,327.68
Salem, Route 28 South	Manchester & Lawrence	1/1/2018	12/31/2022	$ 1,400.00	1/1/2023	12/31/2027	$ 1,689.77
		Total:		$5,400.00			$6,517.69

Location 3, Manchester – Massabesic Circle
Location 3 Map
Manchester – Massabesic Circle (NH Route 28B)
Outfront Media
Val Sect. 28 / Map 32
1863+00+/-

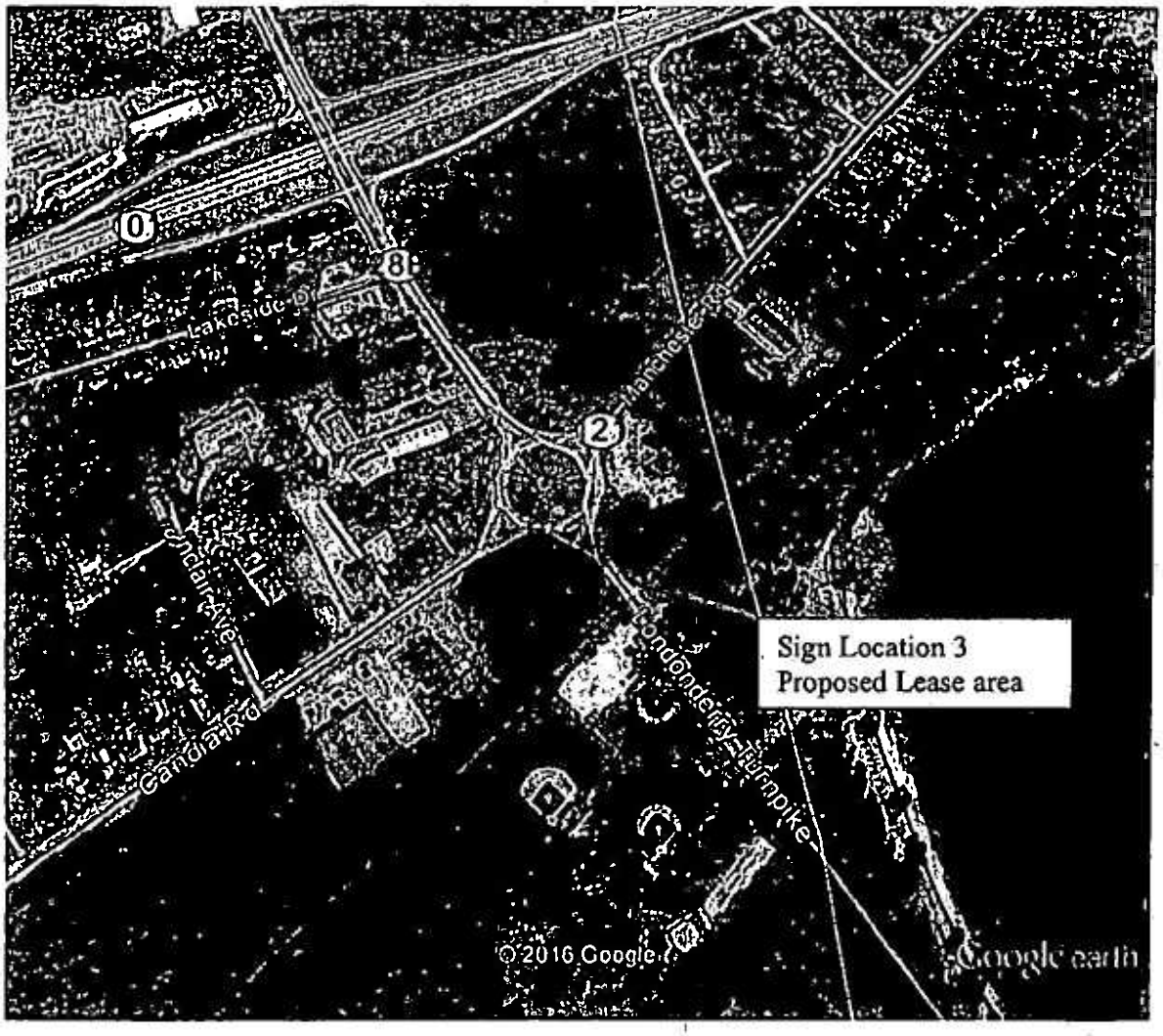


City of Manchester, Intersection of Route 28B, Candia Road and the Portsmouth Branch Railroad Corridor.

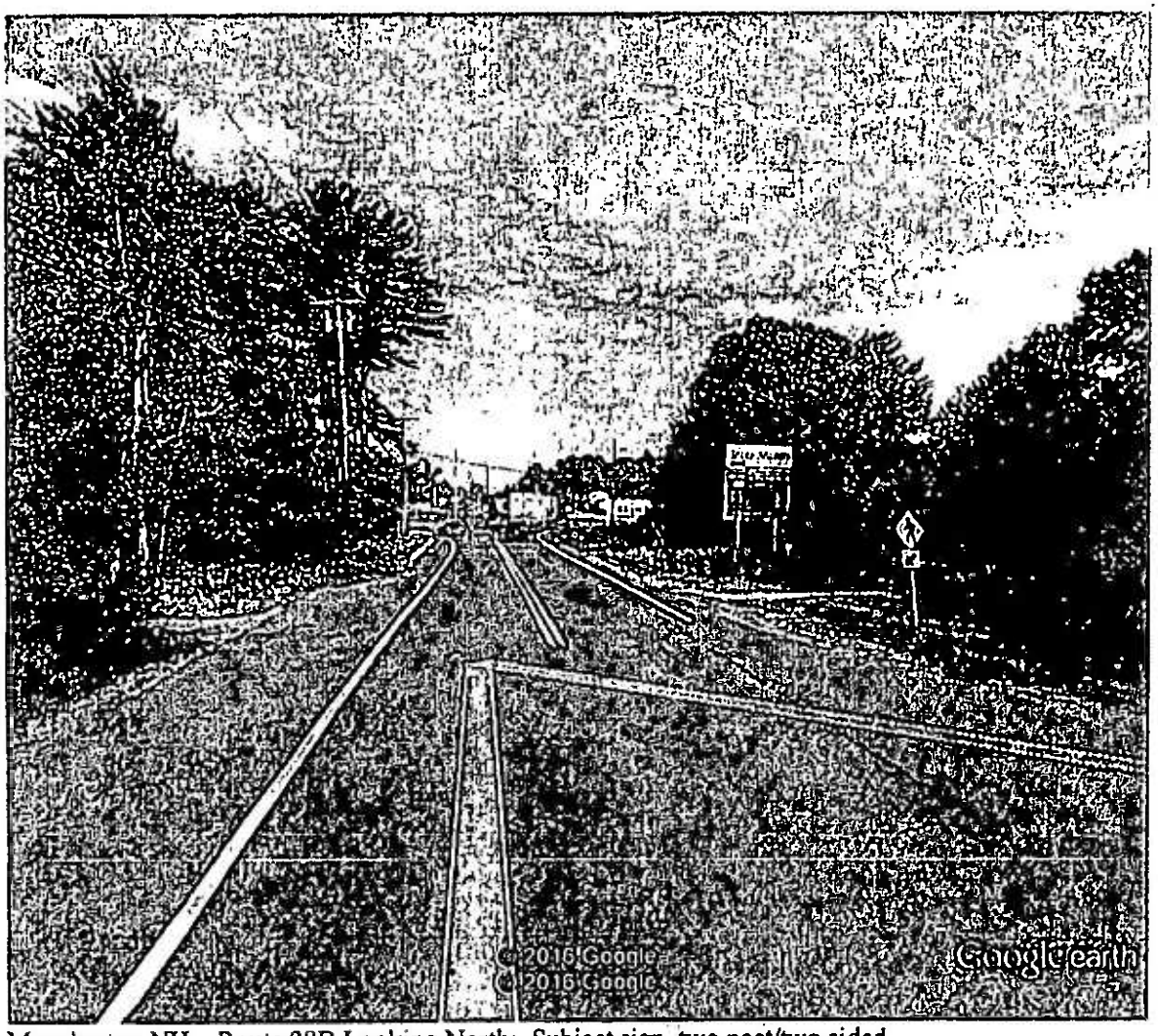
Location 3 Val Map
Manchester – Massabesic Circle (NH Route 28B)
Outfront Media
Val Sect. 28 / Map 32
1863+00+/-



Location 3 Aerial
Manchester – Massabesic Circle (NH Route 28B)
Outfront Media
Val Sect. 28 / Map 32
1863+00+/-



Location 3 Photo
Manchester – Massabesic Circle (NH Route 28B)
Outfront Media
Val Sect. 28 / Map 32
1863+00+/-



Manchester, NH – Route 28B Looking North; Subject sign, two post/two sided

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 OUTFRONT MEDIA LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 15, 2007. 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: **573994**

Certificate Number: **0006247071**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of June A.D. 2023.

David M. Scanlan

Secretary of State

OUTFRONT MEDIA LLC

CERTIFICATE OF VOTE

I, Alla Khabinskaya, do hereby certify that I am the duly elected Assistant Corporate Secretary of Outfront Media, LLC, a Delaware Limited Liability company (the "Company").

I hereby certify that on June 12, 2023 Gerald T. Allen is duly authorized to enter into or amend specific Lease Agreements with the State of New Hampshire, through the Department of Transportation, Bureau of Rail & Transit and further authorize him to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this certificate.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract for 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 individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: June 12, 2023 ATTEST: _____

STATE OF NEW YORK
COUNTY OF NEW YORK

On, June 12, 2023, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Assistant Corporate Secretary of the corporation identified in the foregoing certificate, and acknowledged that he/she executed the foregoing certificate.

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

June 12, 2023
Date

_____
Notary Public

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2023

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
500 N. Brand Boulevard
Suite 100
Glendale CA 91203

License#: 0D69293

CONTACT NAME: OUTFRONT Media Certificate Processing
PHONE (A/C, No, Ext): 818-539-2300 FAX (A/C, No): 818-539-1801
E-MAIL ADDRESS: Certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Chubb Insurance Company of Canada	
INSURER C : ACE Property & Casualty Insurance Co	20699
INSURER D : Indemnity Insurance Company of N A	43575
INSURER E :	
INSURER F :	

INSURED
Outfront Media LLC
90 Park Avenue, 9th Floor,
New York, NY 10016

COVERAGES

CERTIFICATE NUMBER: 443470355

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.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		HDO G72967604 CGL 327310	6/1/2023 6/1/2023	6/1/2024 6/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H25561004 CAC426594	6/1/2023 6/1/2023	6/1/2024 6/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll. Ded	$ 2,000,000 $ $ $ $ 500,000
C B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			XEU G28122810 008 XDC327396	6/1/2023 6/1/2023	6/1/2024 6/1/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000
D A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C70303462 (AOS) WLR C70303425 (AZ,MA)	6/1/2023 6/1/2023	6/1/2024 6/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Vegetation Maintenance.
Certificate Holder is deemed Additional Insured as required by written contract. Please refer to attached General Liability endorsement for scope of Additional Insured status.

CERTIFICATE HOLDER

State of New Hampshire - NHDOT
Attn: Bureau of Rail and Transit
John O Morton Bldg, 7 Hazen Drive, PO Box 483
Concord NH 03302-0483
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tony Campbell

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: HDO G72967604

Endorsement Number: 1

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018