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THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.  
Commissioner

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

Bureau of Rail and Transit  
July 19, 2024

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

**REQUESTED ACTION**

Pursuant to RSA 228:57-a, authorize the Department of Transportation to enter into a lease agreement with Sun Lake Village Docks, LLC, in the amount of \$13,163.75 for the use of state-owned property in Belmont, NH along Lake Winnisquam, commencing upon Governor and Council approval through June 30, 2025, and assess the one-time administrative fee of \$1,100, effective upon Governor and Council approval.

|  |                |
|--|----------------|
| Income to be credited as follows:  | <u>FY 2025</u> |
| 015-096-096-960015-0000-UUU<br>UUU-402156 Administrative Fee                                       | \$1,100        |
| 010-096-096-964010-29910000<br>Special Railroad Fund<br>009-403532 Railroad Property Sale or Lease | \$13,163.75    |

**EXPLANATION**

The Department of Transportation received a request from Sun Lake Village Docks, LLC to enter into a lease for 375 linear feet of frontage along Lake Winnisquam on the state-owned Concord-Lincoln Railroad Line in Belmont. Sun Lake Village Docks, LLC members are owners of adjacent properties that, as a whole, qualify for such a lease per the terms of RSA 228:57-a.

In accordance with RSA 228:57-a, III leases shall not be for a period of more than five years and this request was originally considered for a more typical 5-year lease; however, in accordance with RSA 228:57-a, IV, the Department will conduct its running foot lease fee calculation update in 2025 to be in effect in Spring 2025. As such, and in consultation with the Office of the Attorney General, the

subject lease is for a one-year period with an option for a 5-year renewal subject to the fee calculation in the Spring 2025.

RSA 228:57-a allows the Department to lease portions of a railroad corridor to the owners of adjacent properties separated from the shore of public waters (as defined by RSA 271:20) by only the railroad corridor for private, non-commercial use. This lease gives the lessee the right to cross the railroad corridor to access the shorefront and thereby request a permit for a dock or mooring field from the appropriate state agency. The current running foot fee, calculated in 2020, is \$34.97 and the subject lease is for 375 feet. The annual dock lease fee is \$13,113.75 (375' x \$34.97) plus a \$50.00 fee for a pedestrian crossing, for an annual total of \$13,163.75.

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

The Council of Resource and Development voted to recommend the lease on January 12, 2023.

The Long Range Planning and Utilization Committee approved the lease on April 12, 2024, item number LRCP 24-010.

Your approval of this lease agreement is respectfully requested.

Sincerely,



William J. Cass, P.E.  
Commissioner

Attachments

HIS LEASE made and entered into, between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and Sun Lake Village Docks, LLC, 51 Sun Lake Drive, Belmont, NH 03220, hereinafter (collectively) called the "TENANT".

WHEREAS, the LANDLORD is the owner of the hereinafter described property, which is not immediately required by the LANDLORD and has been requested by the TENANT to lease the property to the TENANT on an "as is" basis. This Lease also includes the right to construct and use an at-grade pedestrian crossing of the active railroad tracks, hereinafter called the "FACILITY".

WHEREAS, the Landlord is the owner of the Concord-Lincoln Railroad Corridor (Corridor) in the Town of Belmont, County of Belknap, State of New Hampshire. The Corridor is used by the Plymouth & Lincoln Railroad (Railroad Operator) under an Operating Agreement with the State of New Hampshire.

WHEREAS, the TENANT's ownership includes parcels in the Town of Belmont, Map Section 101, Block 001 and Lots 001-019 which is adjacent to the Corridor. Said parcel qualifies, per RSA 228:57-a, for the ability to lease state-owned railroad waterfront for the sole purpose of installing a dock or mooring (RSA 228:57-a, II-a).

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

NOW, THEREFORE, THIS LEASE WITNESSETH THAT:

1. DEMISE OF THE PREMISES

- 1.01 For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the TENANT of each and every term and condition herein set forth, the LANDLORD hereby lease and demises to the TENANT the premises (375 linear feet) located in the Town of Belmont on the Corridor and nearly opposite Mile Post C25.35, Engineering Station 1333+08 to Station 1336+83, as shown on the attached Railroad Valuation Section 21 Map 60 (dated 04-30-2024) (Attached).
- 1.02 The Landlord grants to the Tenant permission to cross a portion of the Corridor to construct, use, maintain, and reconstruct a private pedestrian crossing within the right-of-way near approximate Mile Post C25.35 Valuation Station 1333+68, Section 21 Sheet 60.
- 1.03 Intentionally Left Blank
- 1.04 The TENANT agrees to the installation of a railroad crossing as detailed on the approved plan titled "Site Plan C-1" sheet 1 of 1, Revised dated by NHDOT 6-21-2024 & approved plan titled Pedestrian Timber Crossing Detail Sheet 1 of 1 dated 6-21-2024. The details in the aforesaid plans for the proposed timber planked crossing, drainage, signage, staircase and other details are requirements that must be in place prior to the crossing approved for use.
- 1.05 The TENANT shall review and be fully aware of the LANDLORD's property (Right-of-Way). A cross section dated 04-16-2024 (Attached) is provided noting the dimensions in each direction from

the center line of the track system. The TENANT shall understand any activity within the Right-of-Way must be approved in writing by the LANDLORD.

## 2. TERM

- 2.01 The lease shall be effective on approval by the Governor and Executive Council, the term of this lease shall have commenced on July 1, 2024 and shall end on the June 30, 2025, unless terminated sooner in accordance with Section 17.01 or 17.02.
- 2.02 The TENANT shall notify the LANDLORD no less than six months before, but no more than twelve (12) months before the completion date that the TENANT wishes to enter negotiations for a new LEASE for an additional five-year period. If the TENANT and the LANDLORD cannot agree upon a new LEASE, the TENANT shall surrender to the LANDLORD the premise in accordance with Condition 18.01.

## 3. SECURITY DEPOSIT AND RENT

- 3.01 The TENANT agrees to pay to the LANDLORD as a Security Deposit for demised premises the sum of n/a (**\$0.00**) dollars to secure the performance of the TENANT's obligations hereunder. The LANDLORD may at its option set off all or portions of the deposit to pay for damages caused by any breach of the TENANT's obligations hereunder. The TENANT shall not have the right to apply the security deposit in payment of any past due rent.
- 3.02 All real or personal property taxes assessed by the Town of Belmont as a result of this LEASE are not included in the rent and will be paid by the TENANT. In accordance with RSA 72:23, I(b), "failure of the lessee to pay any duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor."
- 3.03 Rent is calculated at 375 lf @ \$34.97 per linear foot + Crossing Fee(s). Annual Fee is in accordance with NHDOT RSA 228:57-a CPI Calculation Table (dated 5-11-2023).
- 3.04 Rent shall be **thirteen thousand, one hundred, thirteen and .75 dollars (\$13,113.75) per year plus fifty dollars (\$50) per year for the private pedestrian at-grade crossing, for an annual total of \$13,163.75**, payable in advance, due July 1, 2024, 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 personal dock FACILITY, and neither the premises nor any part thereof shall be used at any time during the term of this LEASE by the TENANT for the purpose of carrying on any other business, profession or trade of any kind. The TENANT shall comply with all laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises during the term of this LEASE. The TENANT shall not use the premises in any manner that will disturb a neighbor's peaceful enjoyment of other property.

5.02 Procurement and delivery of a current Dock Permit issued by the New Hampshire Department of Environmental Services, Wetlands Bureau (NHDES) to the LANDLORD is a condition precedent to the effectiveness of this Lease. The TENANT agrees to furnish a copy of a current Dock Permit issued by the NHDES that has been recorded at the Registry of Deeds to the LANDLORD. Failure to furnish documentation to the LANDLORD may result in termination of the Lease subject to the provisions of Section 16.

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

6. MAINTENANCE OF PREMISES

6.01 The TENANT agrees that all work on construction, maintenance, repair, and reconstruction of said at-grade pedestrian crossing FACILITY shall be performed at a time and under conditions acceptable to the State and shall at no time interfere with the operation of the railroad by the State, its lessees or assigns. The TENANT shall maintain, repair or reconstruct the FACILITY as shown on the approved plan titled "Site Plan C-1" sheet 1 of 1, Revised dated by NHDOT 6-21-2024 (attached) & approved plan titled Pedestrian Timber Crossing Detail Sheet 1 of 1 dated 6-26-2024 (Attached).

6.02 The TENANT agrees that it is liable for the cost of all work and materials required to construct, use, maintain, repair, relocate and reconstruct said FACILITY on the Corridor as indicated in the Standard Prosecution of Work for a Pedestrian Crossing Constructed on NHDOT Railroad Property. Such responsibility shall include, but not be limited to, the cost of all on-site inspectors or other representatives of the LANDORD to inspect the materials and to monitor construction and a railroad flagger, if such individuals are necessary in the sole judgment of the LANDORD. The cost for representatives of the State is in accordance with the attached NHDOT Railroad Rate Schedule, which is updated annually, and for which actual costs will be based on the annual rates in effect when work occurs. If representatives other than the State are used, the methodology will

- be the same, but the rates will be at the in-effect rates of the third-party and as approved by the State. Any deficiencies in materials, methods of construction or workmanship shall be promptly corrected to the mutual satisfaction of the TENANT and the LANDORD. The TENANT is solely responsible for the presence of its equipment along the Corridor.
- 6.03 The TENANT will assume the cost of temporary removal, restoration and adjustment of the FACILITY in the event track maintenance, track repairs or additional track installations require such modifications. The LANDLORD or RAILROAD OPERATOR shall provide 7 days' notice of proposed work. The LANDLORD or RAILROAD OPERATOR shall not be responsible for any damage to the TENANTS FACILITY when work or maintenance requires the removal (partial or full) of the crossing and other related crossing items such as signs or drainage.
- 6.04 The TENANT shall retain the Railroad Operator responsible for maintenance of the track adjacent to the FACILITY, or, if not available, a railroad contractor approved by the LANDORD, to perform all railroad related track work (such as replacing and/or installing ballast, defective ties, tie plates, spikes and crossing structures) during the construction or whenever the track structure is disturbed, distorted or altered due to the existence of said FACILITY. The Railroad Operator's current fee and wage structure will be used for all services rendered by the Railroad Operator.
- 6.05 Any damage to the Corridor contained herein which, as determined by the LANDORD, is caused by, results from or arises out of the installation, maintenance or presence of the TENANT's FACILITY shall be repaired by the LANDORD. The TENANT shall fully compensate the LANDORD for all costs associated with the repair of any such damage.
- 6.06 The TENANT shall coordinate any and all work within the Corridor with the Plymouth & Lincoln Railroad and LANDORD by contacting railroad personnel at 720-429-8058 and LANDORD personnel at 603-271-3465, respectively, and giving them a minimum of 7 calendar days' advance notice of the work to be performed in the area so that the Railroad Operator and inspectors can schedule railroad related work around the construction. The TENANT cannot enter onto the Corridor for maintenance and/or repairs to the FACILITY without first obtaining authorization from the LANDORD and the Railroad Operator.
- 6.07 The TENANT shall, at the LANDORD's request and the TENANT's expense, provide whatever protection is deemed necessary by the LANDORD, in the event the LANDORD performs any work on or within the Corridor, including but not limited to inspection, maintenance, cleaning, snow removal, construction, rehabilitation, and repair of such State-owned railroad property.
- 6.08 The TENANT shall submit its written maintenance policies and procedures to be used for the inspection repair and maintenance of said FACILITY to the LANDORD for review and approval. Such policies and procedures shall be approved by the LANDORD prior to initial operation of the constructed FACILITY.
- 6.09 The TENANT acknowledges that the premises are in good order and repair at the beginning of the LEASE term, unless otherwise indicated by attached written statement. The TENANT shall at their own expense maintain the premises in a clean and sanitary manner. The TENANT shall not allow brush, leaves, grass or other plant matter, ice, snow, dirt or any other material to be placed on the premises.

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

## 7. DAMAGE TO PREMISES

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

## 8. ALTERATIONS AND IMPROVEMENTS

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

## J. ENTRY AND INSPECTION

9.01 The LANDLORD retains the right to enter the premises in the case of an emergency, or to make necessary repairs, alterations, improvements, or to supply necessary or agreed services, or to exhibit the premises to prospective purchasers or tenants, workmen, contractors, or others, or when the TENANT has abandoned or surrendered the premises, or whenever necessary to determine the condition of the premises. Whenever practical the LANDLORD shall provide the TENANT with 24 hours' notice prior to entry. Any indication of LEASE violations shall be grounds for immediate eviction action.

## 10. ASSIGNMENT AND SUBLETTING

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

## 11. UTILITIES

11.01 The TENANT shall be responsible for arranging for and paying for all utility services required on the premises. Such services shall be installed per NHDOT Bureau of Rail & Transit standards and not without written permission from the LANDLORD.

## 12. DANGEROUS MATERIALS

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

## 13. INDEMNIFICATION AND INSURANCE

13.01 The TENANT acknowledges that the FACILITY is being requested for the TENANT's advantage and does not involve the Railroad Operator or LANDLORD's performance of their duties to the public. The TENANT further acknowledges that the installation and use of the FACILITY by the TENANT will expose the LANDLORD and the Railroad Operator to additional liability to which they would not otherwise be exposed. Accordingly, the TENANT agrees that neither the LANDLORD nor the Railroad Operator shall be liable for injury or death of the TENANT or agent of TENANT, regardless of status as guest, invitee or trespasser, or for loss or destruction of or damage to any property of the TENANT or any agent of the TENANT while upon, or about, or in the use of the FACILITY. The TENANT and its employees, contractors and agents agree to defend, indemnify, and hold harmless the LANDLORD, its officers, agents and employees, from and against any and all losses suffered by the LANDLORD, its successors and assigns, officers, agents, employees and Railroad Operator, from any and all claims, liabilities or penalties asserted against the LANDLORD, its successors and assigns, officers, agents and employees, by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the TENANT or from the use, maintenance, installation, removal or existence of this FACILITY, respective of any negligence on the party of the LANDLORD, the Railroad Operator or their agents or employees. Without limiting the foregoing, it is agreed that this covenant of indemnification shall apply to all cases of loss, damage, injury, death, cost or expense for which any party to this agreement may or shall be liable. For the purpose of this agreement, all persons using the FACILITY shall be deemed agents of the TENANT. This covenant shall survive the termination of this Agreement. In addition, the TENANT shall pay the premiums on a policy or policies of insurance covering the following at said FACILITY, designating the State of New Hampshire and the Plymouth & Lincoln Railroad as additional named insureds.

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

13.02 The TENANT further agrees to obtain and keep in force a policy or policies of insurance providing Comprehensive General Liability or Comprehensive Personal Liability with a minimum \$1,000,000.00 per occurrence limit covering bodily injury and property damage and \$2,000,000.00 in the aggregate designating the State of New Hampshire and Plymouth & Lincoln Railroad as additional named insureds.

- 13.03 Procurement and delivery of a certificate indicating such insurance acceptable to the LANDORD is a condition precedent to the effectiveness of this Agreement. The TENANT shall provide to the LANDORD a certificate of insurance demonstrating that the required coverage has been obtained and containing the following wording: "The State of New Hampshire and Plymouth & Lincoln Railroad are named as additional insured with respect to liability arising from the use and/or occupation of State-owned premises under this Agreement between the LANDORD and the Named Insured." Nothing contained herein shall be construed as a waiver of sovereign immunity.
- 13.04 In the event the TENANT elects to retain an independent contractor to install the crossing the TENANT agrees and to obtain and maintain a policy or policies of insurance effective during the construction of the FACILITY and designating the State of New Hampshire and the Railroad Operator as additional insureds.
- 13.04.1 Comprehensive Automobile Liability: \$500,000.00 combined limit
- 13.04.2 Railroad Protective Public and Property Damage Liability: \$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate
- 13.04.3 Worker's Compensation Insurance: In the amount as required by current State Statute
- 13.05 No provision of this Agreement is intended to waive any aspect of the State's sovereign immunity, and any possible counterclaims or defenses it may assert relative to any claim brought related to this Agreement or the FACILITY.
14. HOLDOVER BY TENANT
- 14.01 No holdover by the TENANT will be permitted. The LANDLORD and TENANT must execute a new LEASE upon expiration of an existing LEASE in order for a TENANT to remain in possession of the premises.
15. DEFAULT
- 15.01 The LANDLORD shall be the sole judge of what shall constitute a violation of the provisions of the LEASE, or the failure of the TENANT to otherwise abide by any of the covenants herein contained, and may order a discontinuance of the practices, or the performance of any of the work related to such default by giving the TENANT ten (10) days' notice in writing. Failure of the TENANT to comply with the notice shall automatically give the LANDLORD the right to terminate this LEASE evict the TENANT and take full and complete possession of the premises.
16. TERMINATION OF LEASE FOR CAUSE
- 16.01 In the event that the TENANT shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice, thereof, or if the TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days of written notice by the LANDLORD to the TENANT specifying such default and requiring it to be remedied then, and in such an event, the LANDLORD may serve a written notice

of termination of this LEASE upon the TENANT and this LEASE and the term hereunder shall terminate and upon such termination the LANDLORD may immediately or at any time thereafter, without demand or notice enter into or upon the premises and repossess the same.

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

17. TERMINATION FOR CONVENIENCE

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

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

18. SURRENDER OF THE PREMISES

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

19. INDEMNIFICATION AND RELEASE FROM LIABILITY

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

20. DISCRIMINATION PROHIBITED

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

21. MISCELLANEOUS

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

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

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

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

To the Permittee:  
Sun Lake Village Docks, LLC  
Don House  
51 Sun Lake Drive,  
Belmont, NH 03220

Attention:  
Railroad Property Specialist  
603-271-2425  
[RailroadProperty@dot.nh.gov](mailto:RailroadProperty@dot.nh.gov)

Attention: Mr. Don House  
Owner/ Manager  
617-279-7864

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:

Site Plan C-1 dated May 2023, (NHDOT Revised dated 6-21-2024)  
Timber Pedestrian Crossing Detail (dated 6-21-2024)  
Pedestrian Crossing Signage (dated 1-18-2023)  
Railroad Valuation Section 21, Sheet 60 (dated 4-30-2024)  
NHDOT ROW (dated 4-16-2024)  
POW (dated 6-26-24)  
NHDOT Railroad Rate Schedule (dated 08/28/2023)  
NHDOT RSA 228:57-a CPI Calculation Table (dated 4-17-2024)

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

TENANT

By: Don House

Date: 7-15-2024

Print Name and Title 54V DOCKS LLC registered agent

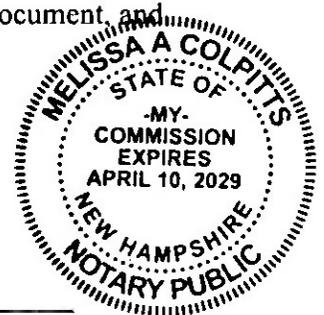
STATE OF New Hampshire  
COUNTY OF Belknap

On, 7.15.24, before the undersigned officer personally appeared D. House known to me (or satisfactorily proven) to be the registered agent 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.

7.15.24  
Date

[Signature]  
Notary Public



LANDLORD

By: William Carr

Date: 7/25/24

Commissioner  
New Hampshire Department of Transportation

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on August 13, 2024.

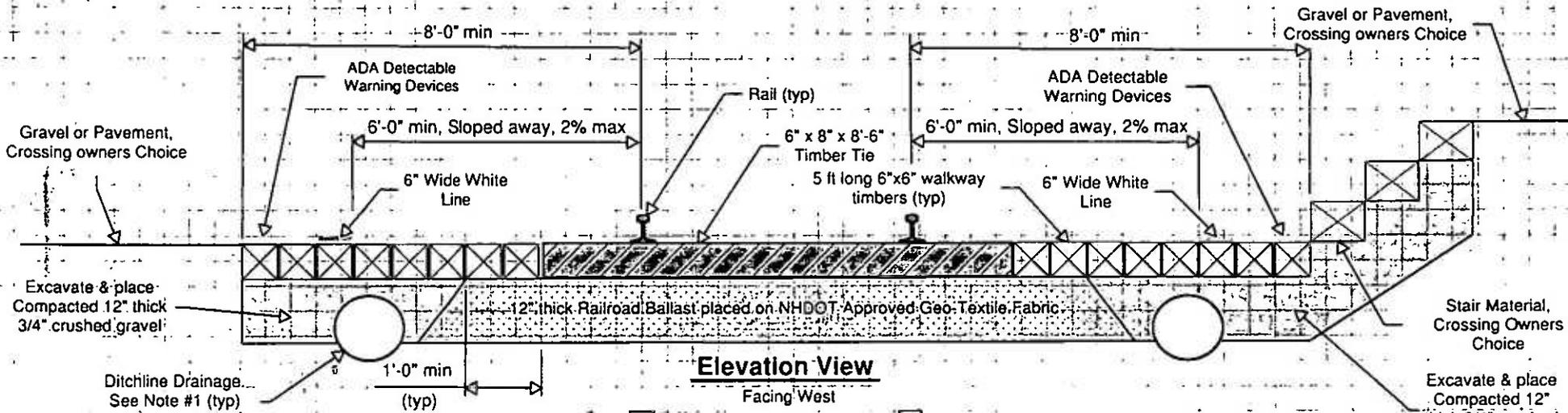
OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
Assistant Attorney General

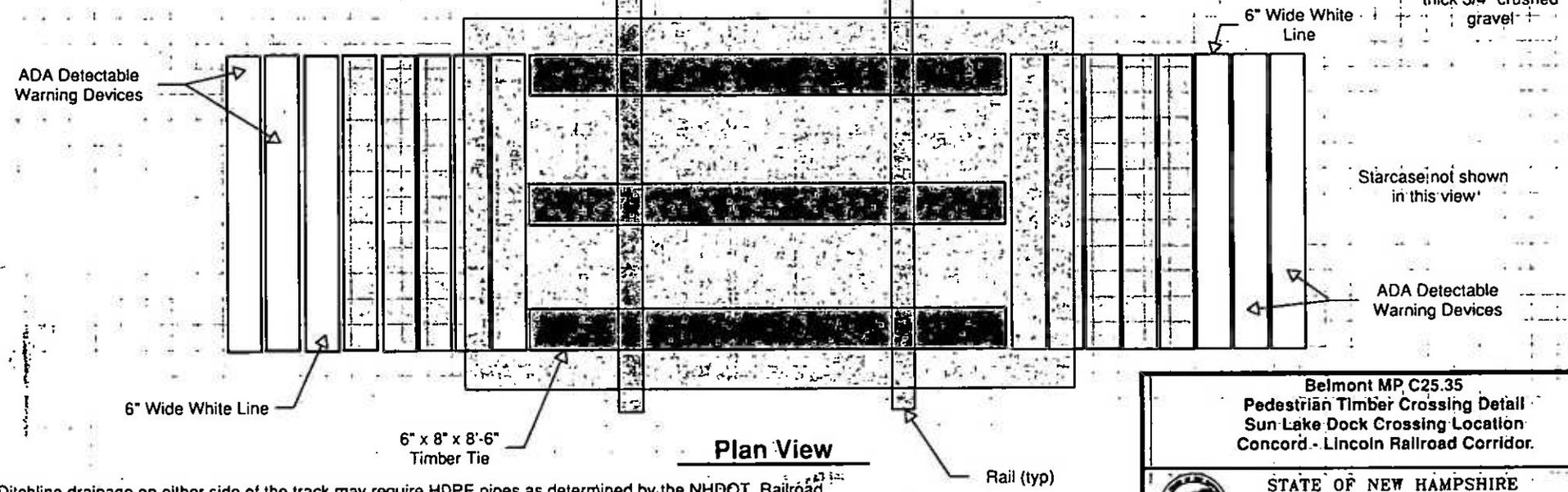
Approved by Governor and Council on \_\_\_\_\_, 20\_\_\_\_, Item # \_\_\_\_\_.

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





**Elevation View**  
Facing West



**Plan View**

1. Ditchline drainage on either side of the track may require HDPE pipes as determined by the NHDOT Railroad Operations Engineer. All Costs to be born by the crossing owner. Pipe diameter, location and length to be determined by NHDOT.
2. Required warning signs, Railroad Cross Bucks, Stop signs, Emergency Notification System signs etc shown on separate detail.

Reviewed 6-21-2024  
 Chuck Corliss NHDOT 603-271-3465  
 Charles.A.Corliss@DOT.NH.GOV

Belmont MP C25.35  
 Pedestrian Timber Crossing Detail  
 Sun-Lake Dock Crossing Location  
 Concord - Lincoln Railroad Corridor.



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF TRANSPORTATION  
 BUREAU OF RAIL & TRANSIT

PO Box 483 Concord NH 03302-0483  
 (603) 271-2468

**NOTES**

1. Cross Buck and Stop Sign shall conform to the requirements of the current edition of the USDOT-FHWA "Manual on Uniform Traffic Control" (MUTCD).

2. Galvanized Steel U-Channel post shall meet NHDOT Spec 615.2.5.3 and shall be a min of 2.5 lbs/ft. Each sign to have two 3/8" diameter holes pre-drilled, 1" min from top and 1" min from the bottom of post, and continue at 1" c-c along the vertical centerline of post.

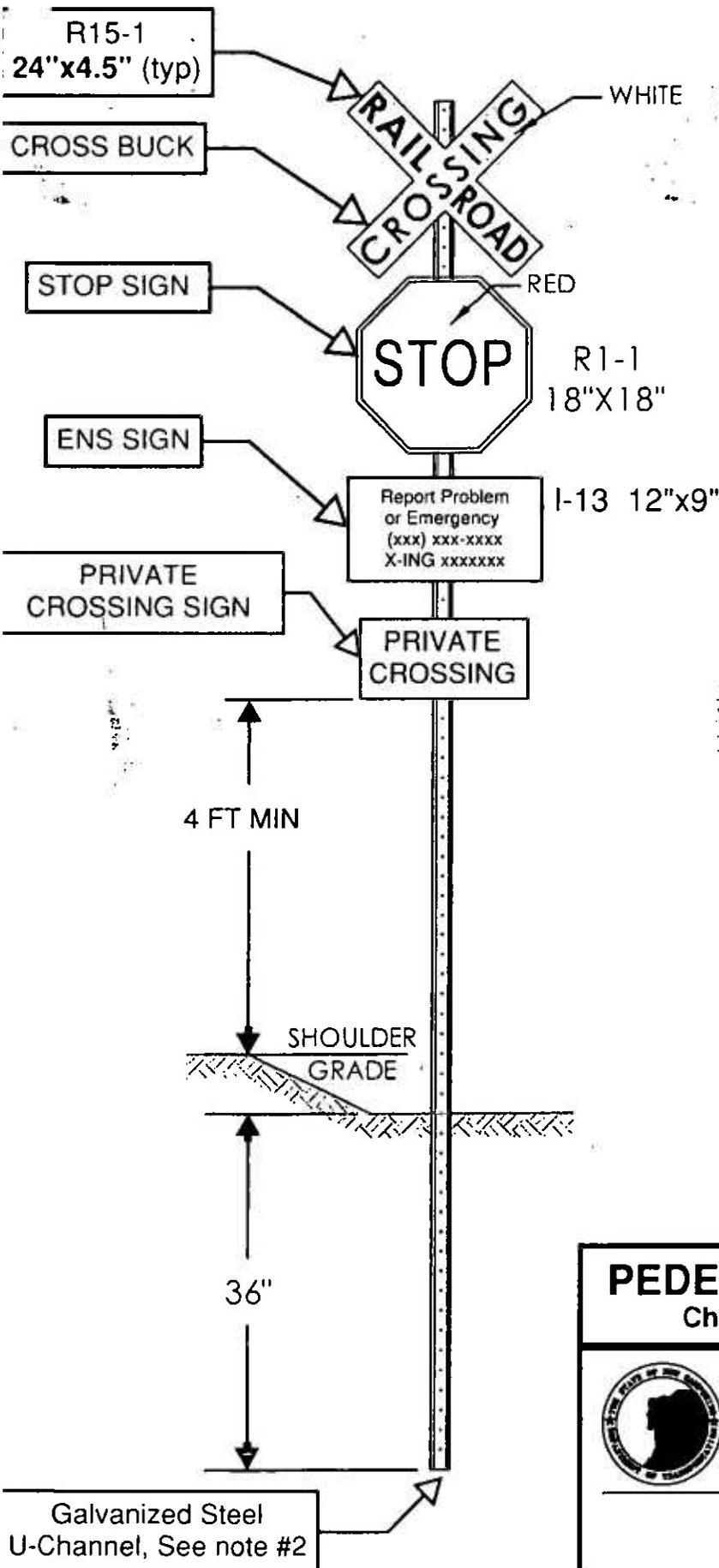
3. Private Crossing Sign: 18" x 7", 1/4" wide x 2" high black letters on white background. 0.080" thick Aluminum (6061-T6)

4. The ENS Sign: White letters on Blue background, emergency phone # and crossing ID # will be provided by the Railroad Operator

5. Sign posts shall be installed 15 ft from the nearest rail and the nearest edge of any sign shall be 6 ft min from the edge of Travel way.

6. Each sign to have two 3/8" diameter holes pre-drilled (1" min from top and 1" min from the bottom of sign, on vertical centerline of sign).

7. This detail is provided to be guide, reference the current edition of the USDOT-FHWA "Manual on Uniform Traffic Control" (MUTCD) for specific guidance for each location.



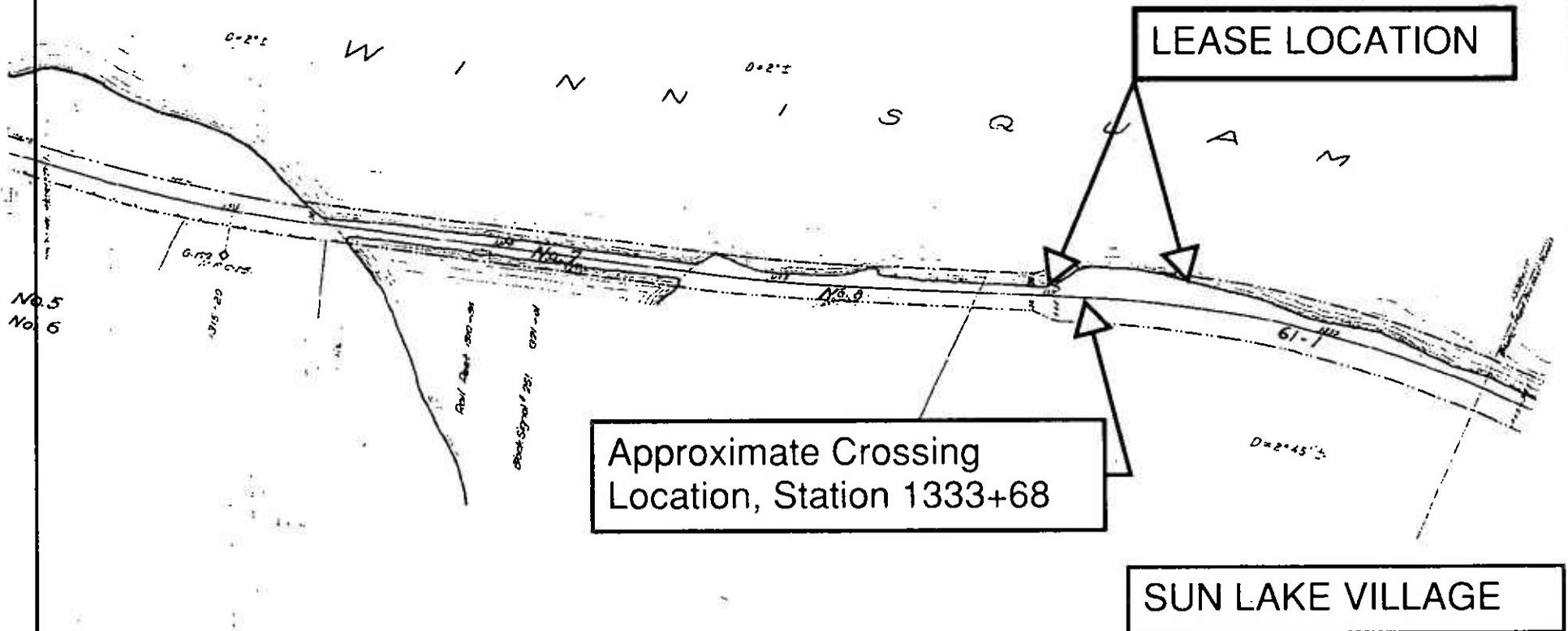
**PEDESTRIAN CROSSING SIGNAGE**

Chuck Corliss PE, Dated January 18, 2023



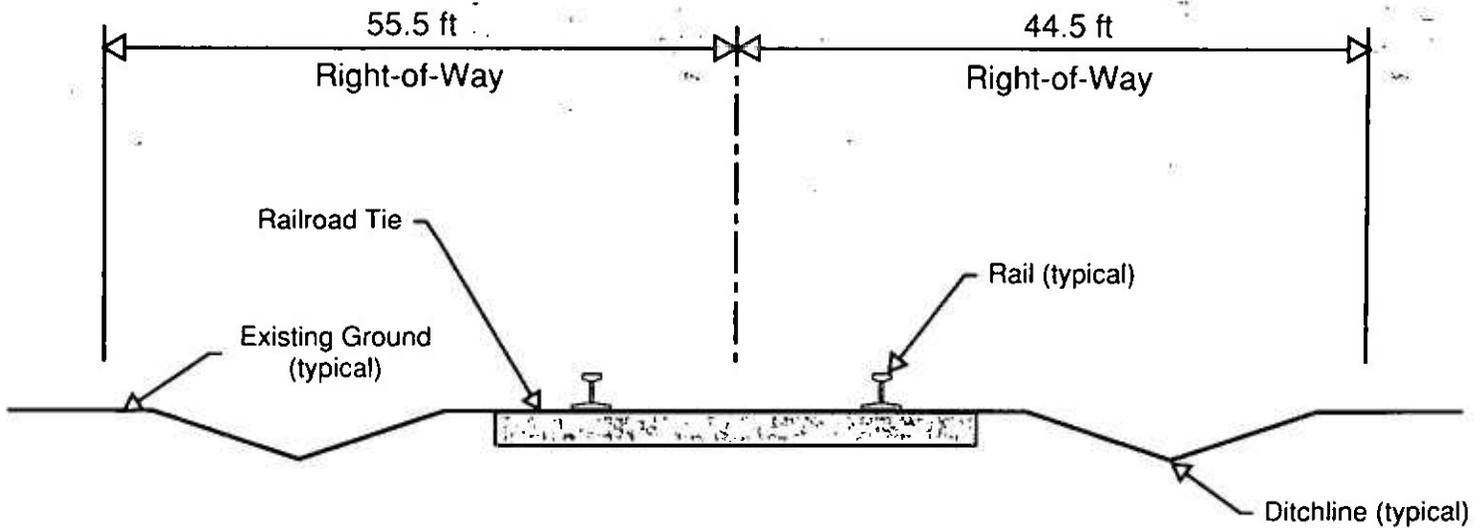
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
BUREAU OF RAIL & TRANSIT

P.O. BOX 483  
CONCORD, NEW HAMPSHIRE 03302-0483  
(603) 271-2468 FAX(603) 271-6767



Lease and Pedestrian Crossing  
**Railroad Valuation Section 21, Sheet 60**  
Crossing at Approx Sta 1333+68, MP 25.35  
Concord-Lincoln RR Corridor - Belmont  
2021-41 Date: April 30, 2024

# New Hampshire DOT Right-of-Way



## Railroad Cross Section

Not to Scale

Facing North

Milepost C25.35

Engineering Station 1333+68

Valuation Section 21, Sheet 60

Note: This is a generic railroad cross section provided to demonstrate the Railroad Owners property (ROW) from the base line as shown on Valuation Section Sheet referenced.

NHDOT Right-of-Way  
Concord-Lincoln Railroad Corridor  
Belmont  
Revised Date April 16, 2024

## **STANDARD PROSECUTION OF WORK FOR A PEDESTRIAN CROSSING CONSTRUCTED ON NH DOT RAILROAD PROPERTY**

### **DESCRIPTION OF WORK**

The work entails the installation of a pedestrian Timber crossing across state-owned Concord-Lincoln Railroad corridor (the "Corridor") by the TENANT. The work area will require an inspection to determine the condition of the existing track materials, drainage, sight distances, signage and other track related items before the crossing is installed. New cross ties, stone ballast, drainage and other track work may be required before the timber crossing can be installed. The cost of all this work plus the cost of paying the railroad inspectors and flaggers furnished by the Railroad Operator for this project must be paid in advance by the TENANT.

A representative of the NH Bureau of Rail & Transit will meet with the TENANT on site to determine the exact location of the new crossing, to inspect the track and to determine exactly what track improvements are required before the pedestrian crossing is installed. This Prosecution of Work only applies to the pedestrian crossing and does not provide any information or authority to cross the Corridor with construction equipment. Additional Permits, information and approvals from the Corridor Owner will be required to transport construction equipment across the railroad tracks.

### **CORRIDOR OWNER AND RAILROAD OPERATOR**

The TENANT shall coordinate all work on this project with the Corridor Owner and the Railroad Operator. The railroad corridor is owned by the State of New Hampshire.

State of New Hampshire (Corridor Owner)  
Chuck Corliss, PE, Railroad Operations Engineer  
Bureau of Rail & Transit  
Tel. (603) 271-3465  
Email: [Charles.A.Corliss@dot.nh.gov](mailto:Charles.A.Corliss@dot.nh.gov)

Plymouth & Lincoln RR (Railroad Operator)  
Jasper (Dirk) Nail, Roadmaster  
PO Box 9  
Lincoln, NH 03860  
Tel. (720) 429-8058

### **RAILROAD COORDINATION**

This project is located on an active railroad line that has both scheduled and unscheduled railroad movements daily. All work performed within the Corridor shall be coordinated with the Corridor Owner and performed under the supervision of the Railroad Operator. The Railroad Operator will handle all train traffic coordination while the crossing is being constructed. Railroad flag protection will be required for this Project. The TENANT must obtain approval for the Contractor that will perform this work if it is someone other than the Railroad Operator. If an independent

Railroad Contractor is hired by the TENANT to construct the crossing, then the Railroad Operator may need to provide inspectors and flaggers during the time the crossing is being constructed; otherwise they will not be required.

## **RIGHT-OF-WAY AND PROTECTION OF PROPERTY**

The TENANT shall not modify the Corridor in any way without the written permission of the Corridor Owner.

## **CONSTRUCTION REQUIREMENTS**

### **New Railroad Pedestrian Crossing**

The construction of the new crossing shall be performed by the Railroad Operator, or a qualified independent Railroad Contractor that is approved by the Corridor Owner and the Railroad Operator. If The TENANT chooses to hire an approved independent Railroad Contractor, then the TENANT will be required to obtain Railroad Insurance and pay the Railroad Operator's inspector and flagger to be on site while the crossing is being constructed. Prior to beginning any work on the Facility/Project, the TENANT shall notify the Corridor Owner of their proposed schedule of work on the railroad portion of the project.

Specifically, the following shall apply:

1. The TENANT shall follow an approved Plan showing details of the crossing including ditching, drainage, signage, fencing and crossing construction. Any changes in the method of construction of the crossing must be approved in writing by the Corridor Owner. No work shall begin on the project before the Plan submitted by the TENANT is reviewed and approved by the Corridor Owner. Fencing is required by the Corridor Owner at this time, we reserve the right to require additional fencing and gates in the future if conditions warrant, to control pedestrians crossing the tracks outside the designated crossing area.
2. The TENANT shall be responsible for contacting Dig Safe (1-888-344-7233) prior to beginning any excavation work on the Corridor.
3. The TENANT shall furnish, install and maintain all necessary siltation and erosion control measures necessary to prevent damage to the Corridor.
4. The ground in the area of the crossing and the stairs shall be regraded and seeded to its original contours.
  - Railroad Impacted Soils - All railroad corridors have the high potential for soil contamination; the NH Department of Environmental Services (NHDES) requires treating Railroad ballast/slope materials as impacted soils as they routinely contain non-leachable impacts just above the allowable limits to be considered "clean material." This includes all top soil, full depth, whether it be 4", 6", 12" depth.
  - Areas with no topsoil, the first 6" of soil depth.
  - All ballast material, stone or cinders to a depth of 4' extending approximately 6' from centerline of the existing railroad track.

The TENANT has two options to address these potentially contaminated soils:

- They can be excavated to the above parameters, tested and disposed of properly offsite per all NH Department of Environmental Services rules (solid waste); or
  - Following NHDOT's approval of volume, location, grading, etc. they can be placed back within the existing NHDOT Railroad ROW in an approved location that must be above the water table, not on a steep slope, doesn't overlay/contaminate the existing railroad stone ballast and doesn't interfere with drainage ditchlines.
5. Furnish and install a minimum of a 15" pvc culvert in the existing ditch line on both sides of the tracks as shown on the approved plan. The ditchline shall be modified to ensure that the culvert drains properly and that the flow in the ditch line is not impeded.
  6. Install new 6" x 8" x 8'-6" grade #3 creosoted (7 lb retention) cross ties 100% end-plated in the area under the proposed new crossing as needed per the direction of the Railroad Operations Engineer prior to installing the crossing. The existing tie plates may be reused, but new 6" x 5/8" soft steel cut spikes must be used. Additional stone ballast per NHDOT specifications will be required to properly fill the cribs and support the new ties. All existing or new ballast shall be thoroughly tamped using mechanical tamping equipment to return the rails to the proper line and grade.
  7. The TENANT's stair contractor shall be responsible for the design and foundation of the stairs. Submitted PE stamped/signed/dated calculations and drawings by a professional engineer shall be reviewed and approved by NHDOT prior to any work on the installation of the stairs.
  8. **At no time** shall any TENANT's equipment, including any Contractors that will be working on the shorefront piece of the property or installation of the eastern staircase, enter onto the railroad corridor or cross the tracks without the expressed written permission of the Corridor Owner and the Railroad Operator, and the presence of flagger or inspectors from the Railroad Operator on site. A separate Temporary Use Permit is required for a temporary crossing for construction equipment to cross the tracks.
  9. The TENANT shall be responsible for all costs to repair damage to the railroad tracks, ties, ballast or railroad property caused by them or their unapproved action.
  10. Once the new crossing is complete, the TENANT will be responsible to keep the brush and grass cut down on the 4 sight triangles. The TENANT must contact the Railroad Operator to obtain permission to enter onto railroad property to maintain sight lines.
  11. The TENANT shall furnish and install appropriate signage as shown on the approved plan including Emergency Notification System Sign referencing AAR-DOT #.
  12. In the event of an urgent situation outside normal business hours, contact Railroad Operations Engineer Chuck Corliss at 603-931-0255.

**NHDOT Railroad Rate Schedule**  
**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION**  
**BUREAU OF RAIL & TRANSIT**

**Methodology**

Updated: August 28, 2023

**Total Cost = Labor + Mileage + Materials**

| <b>A. Labor Rates (including onsite &amp; travel)</b> | <b>Work Details/Description</b> | <b>Bureau Employee Rate</b> | <b># of Hours</b> | <b>Total</b> |
|---|---------------------------------|-----------------------------|-------------------|--------------|
| Average Bureau Rate (Per Employee)                    |                                 | \$ 67.00                    |                   | \$ -         |
| <b>SUB-TOTAL</b>                                      |                                 |                             |                   | \$ -         |
| <b>B. Federal Mileage Rate</b>                        | <b>Work Details/Description</b> | <b>2023 Mileage Rate</b>    | <b># of miles</b> | <b>Total</b> |
| State Vehicle Charge (Per Vehicle)                    |                                 | \$ 0.655                    |                   | \$ -         |
| <b>SUB-TOTAL</b>                                      |                                 |                             |                   | \$ -         |
| <b>C. Actual Materials and Supplies Cost</b>          |                                 | <b>Cost</b>                 | <b>Qty</b>        | <b>Total</b> |
|   |                                 |                             |                   | \$ -         |
| <b>SUB-TOTAL</b>                                      |                                 |                             |                   | \$ -         |
| <b>TOTAL</b>  |                                 |                             |                   | <b>\$</b>    |

**Notes:**

Rate schedule is updated annually; costs are based on the annual rates in effect when work occurs.

If representatives other than NHDOT staff are used, the methodology will be the same, but the rates will be at the in-effect rates of the third-party and as approved by NHDOT.

g. Calculation Table

| New Hampshire Department of Transportation<br>Bureau of Rail & Transit  |                   |                  | April 17, 2024 |
|---|-------------------|------------------|----------------|
| Lease Fee Period  |                   | Lease Price      |                |
| Start   | End               | per running foot |                |
| January 1, 2010   | December 31, 2014 | \$30.00          |                |
| January 1, 2015   | December 31, 2019 | \$33.05          |                |
| January 1, 2020   | December 31, 2024 | \$34.97          |                |
| January 1, 2025   | December 31, 2029 | TBD              |                |
| <p>2010 running foot price established under statute (RSA 228:57-a)<br/>&amp; accordingly adjusted every five (5) years based on Consumer<br/>Price Index (CPI)</p> |                   |                  |                |

# 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 SUN LAKE VILLAGE DOCKS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 14, 2021. 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: 873720

Certificate Number: 0006738275



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of July A.D. 2024.

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

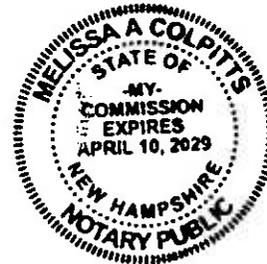
David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE (Limited Liability Company)

I, Don House, hereby certify that

1. I am the registered agent and member of Sun Lake Village Docks LLC.
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Sun Lake Village Docks LLC and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Don House (Contract Signatory - Signature)  
7.16.2024 (Date) STATE OF New Hampshire  
COUNTY OF Belknap On this the 15<sup>th</sup> day of July 20  
24, before me Melissa Colpitts (Day) (Month) (Yr) (Name of Notary Public /  
Justice of the Peace) the undersigned officer, personally appeared  
Don House, known to me (or (Contract Signatory - Print Name)  
satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I  
hereunto set my hand and official seal. (NOTARY) [Signature]



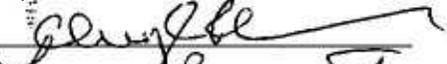
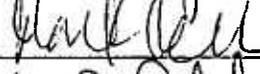
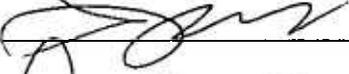
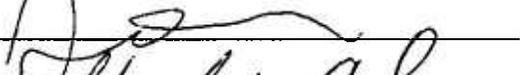
**Assignment of Certificate of Authority**

The following members of Sun Lake Village Docks, LLC certify that as Don House, the registered agent and member of Sun Lake Village Docks, LLC at a meeting of the members of Sun Lake Village Docks, duly called and held on July 14, 2024 at which a quorum of members were present and voting duly authorized Don House, member, to enter into contracts and agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to affect the Sun Lake Village Waterfront project.

The following members further certify that the vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. 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: 14-July-2024**

Attested by the following members:

- Cheryl A Plummer 102 Sun Lake Dr. Belmont, NH, 03220 
- Laura Bennett 52 Sun Lake Dr, Belmont, NH, 03220 
- Bill Taylor 58 Sun Lake Dr. Belmont, NH, 03220 
- Mark Kashgegian 114 Sun Lake Dr, Belmont, NH, 03220 
- Chirag Patel 76 Sun Lake Dr, Belmont, NH, 03220 
- Ray Hanson 78 Sun Lake dr, Belmont, NH, 03220 
- Jack Zhan 106 Sun Lake Dr, Belmont, NH, 03220 
- Jim Mamos 38 Sun Lake dr, Belmont, NH, 03220 
- Rhonda Colgan 64 Sun Lake Dr. Belmont, NH, 03220 
- Jeff Haavisto 68 Sun Lake Dr. Belmont, NH, 03220 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/17/2024

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. 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><br>King Insurance Partners, LLC<br>40 Stark St<br>Manchester NH 03101                                  | <b>CONTACT NAME:</b> Karen Case<br><b>PHONE (A/C, No, Ext):</b> (603) 606-5157<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> Karen.Case@king-insurance.com  |                               |        |  |       |            |  |            |  |            |  |            |  |            |
|--|--|-------------------------------|--------|--|-------|------------|--|------------|--|------------|--|------------|--|------------|
|  | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Insurance Co.</td> <td>24082</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Ohio Security Insurance Co. | 24082 | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |  |       |            |  |            |  |            |  |            |  |            |
| INSURER A: Ohio Security Insurance Co.   | 24082  |                               |        |  |       |            |  |            |  |            |  |            |  |            |
| INSURER B:   |  |                               |        |  |       |            |  |            |  |            |  |            |  |            |
| INSURER C:   |  |                               |        |  |       |            |  |            |  |            |  |            |  |            |
| INSURER D:   |  |                               |        |  |       |            |  |            |  |            |  |            |  |            |
| INSURER E:   |  |                               |        |  |       |            |  |            |  |            |  |            |  |            |
| INSURER F:   |  |                               |        |  |       |            |  |            |  |            |  |            |  |            |
| <b>INSURED</b><br>Sun Lake Village Docks LLC<br>Sun Lake Village Homeowners Assoc<br>18 Academy St<br>Laconia NH 03246 |  |                               |        |  |       |            |  |            |  |            |  |            |  |            |

**COVERAGES**      **CERTIFICATE NUMBER:** CL2471757156      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:           |           |          | BKS56102286   | 05/01/2024              | 05/01/2025              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY<br><input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$ |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      |               |                         |                         | PER STATUTE    OTH-ER<br>E.I. EACH ACCIDENT \$<br>E.I. DISEASE - EA EMPLOYEE \$<br>E.I. DISEASE - POLICY LIMIT \$   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: Leased land at 51 Sun Lake Dr Belmont, NH. State of NH Department of Transportation Bureau of Rail & Transit and Plymouth & Lincoln RR are an additional insured (CGL) if required by signed contract with the named insured.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>State of NH Department of Transportation<br>Bureau of Rail & Transit<br>PO Box 483<br>Concord NH 03302-0483 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

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New Hampshire Council on Resources and Development  
NH Office of Planning and Development  
100 N Main St., Concord, NH 03301

**RECOMENDATION MEMORANDUM**

**TO:** Shelly Winters, Director, NHDOT Division Aeronautics, Rail & Transit  
Lou Barker, Railroad Planner, NHDOT Bureau of Rail and Transit

**FROM:** Stephanie N. Verdile, Principal Planner, NH Office of Planning and Development

**DATE:** January 24, 2023

**Reference: 2023 SLR 001**  
Request from the New Hampshire Department of Transportation (NHDOT), to lease 375 feet of water frontage on Lake Winnisquam at the site owned Concord-Lincoln Railroad Corridor to the Town of Belmont to an abutter for installation, use, and maintenance of a dock in accordance with RSA 228:57-a. The proposed lease is for five (5) years with an option for five (5) year renewal. The property is located at US Route 3, Belmont, NH.

On January 12, 2023, the Council on Resources and Development (CORD) voted to **recommend approval** of the above referenced Surplus Land Review Application #2023 SLR-001.

Cc via email: Taylor Caswell, Commissioner, NH Dept of Business and Economic Affairs and Chair, Council on Resources and Development [Taylor.Caswell@livefree.nh.gov](mailto:Taylor.Caswell@livefree.nh.gov)  
Stephen LaBonte, Administrator, NHDOT Bureau of Right-of-Way, [stephen.g.labonte@dot.nh.gov](mailto:stephen.g.labonte@dot.nh.gov)  
Pamela Ellis, LBA Staff, Legislative Long Range Capital Planning and Utilization Committee  
[Pamela.Ellis@leg.state.nh.us](mailto:Pamela.Ellis@leg.state.nh.us)

MAR 08 2024

STATE OF NEW HAMPSHIRE  
INTER-DEPARTMENT COMMUNICATION

From: Louis <sup>AB</sup> Barker  
Railroad Planner

Date: March 6, 2024

RECEIVED

At: Dept. of Transportation  
Bureau of Rail & Transit

Thru: Chuck Corliss, PE, Railroad Operations Engineer  
Bureau of Rail & Transit

Shelley Winters, Director <sup>SW 03/08/24</sup>  
Division of Aeronautics, Rail & Transit

Stephen LaBonte, Administrator <sup>SLB 3/11/24</sup>  
Bureau of Right of Way

Subject: Proposed Lease of State-owned Railroad Property in Belmont  
RSA 228:57-a

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

REQUESTED ACTION

Pursuant to RSA 228:57-a, II, the New Hampshire Department of Transportation, herein referred to as the Department, requests approval from the Long Range Capital Planning and Utilization Committee to enter into a one-year lease with Sun Lake Village Association for 375 linear feet of railroad frontage along Lake Winnisquam to allow a private, non-commercial dock, and including a pedestrian at-grade crossing, on the state-owned Concord to Lincoln Railroad Corridor in the Town of Belmont. The proposed lease fee will be \$13,113.75 per year, plus a \$50.00 annual fee for the private pedestrian at-grade crossing. The total proposed lease fee, including the crossing, will be \$13,163.75. **The proposed lease will commence upon G&C approval and extend for a period of one year.**

Pursuant to RSA 4:40, III-a, the Department proposes to assess the \$1,100.00 Administrative Fee.

EXPLANATION

The Department's Bureau of Rail and Transit has received a request from Sun Lake Village Association to lease 375 feet of railroad frontage along Lake Winnisquam for a private, non-commercial dock with pedestrian at-grade crossing on the state-owned Concord to Lincoln Railroad Corridor in Belmont.

RSA 228:57-a allows the Department to lease for private, non-commercial use portions of state-owned railroad property that are on the shores of public waters, as defined by RSA 271:20, to the owners of adjacent residentially developed properties that are separated from the shore by only

the railroad property. Sun Lake Village Association own property that abuts the railroad corridor for a distance in excess of 1,305 feet.

Pursuant to RSA 228:57-a, III leases shall be for a period of not more than 5 years and pursuant to RSA 228:57-a, IV the cost of the lease shall be based on a per year running foot lease fee, that was established on January 1, 2010 and shall be adjusted by the Department every five years. The per year running foot lease fee for 2020-2024 timeframe is \$34.97 and was calculated in accordance with RSA 228:57-a, IV with the Department utilizing the 2019 New England Consumer Price Index table to conduct the most recent adjustment. As such, the Department is recommending a lease term of one year, at \$34.97 per running foot, and negotiate a new lease with a term of 5 years at a rate to be adjusted per statute for the following five (5) year period.

For 375 linear feet the lease fee will be \$13,113.75 per year, plus \$50.00 per year for the private pedestrian at-grade crossing. The total lease fee with crossing will be \$13,163.75 per year.

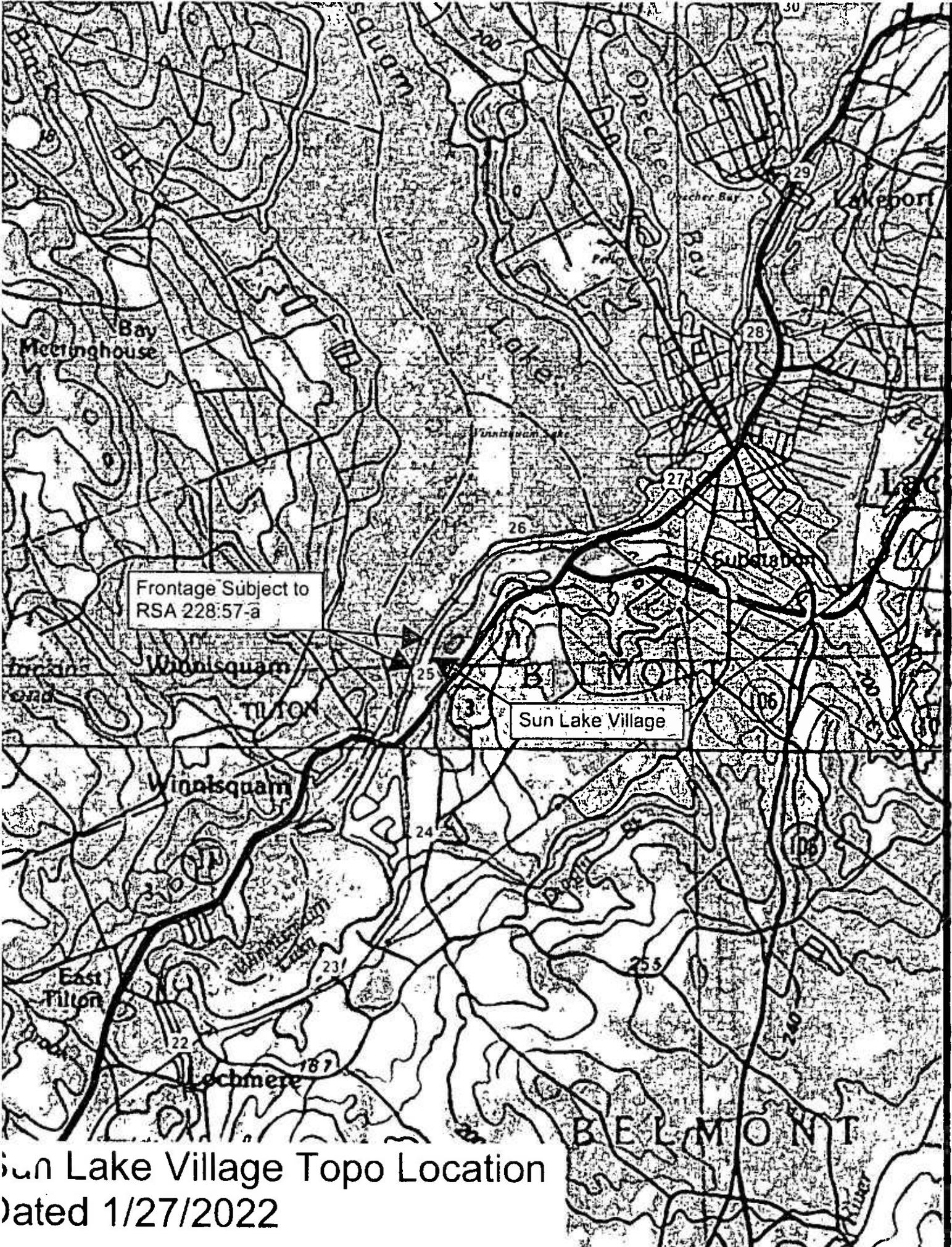
The Department has reviewed the request and determined that the proposed lease will not interfere with the current use of the active railroad line.

The New Hampshire Council on Resources and Development approved a lease at this location at its January 12, 2023 meeting.

Authorization is requested to lease this property on the State-owned Concord to Lincoln Railroad Corridor in Belmont to Sun Lake Village Association, as outlined above.

#### Attachments

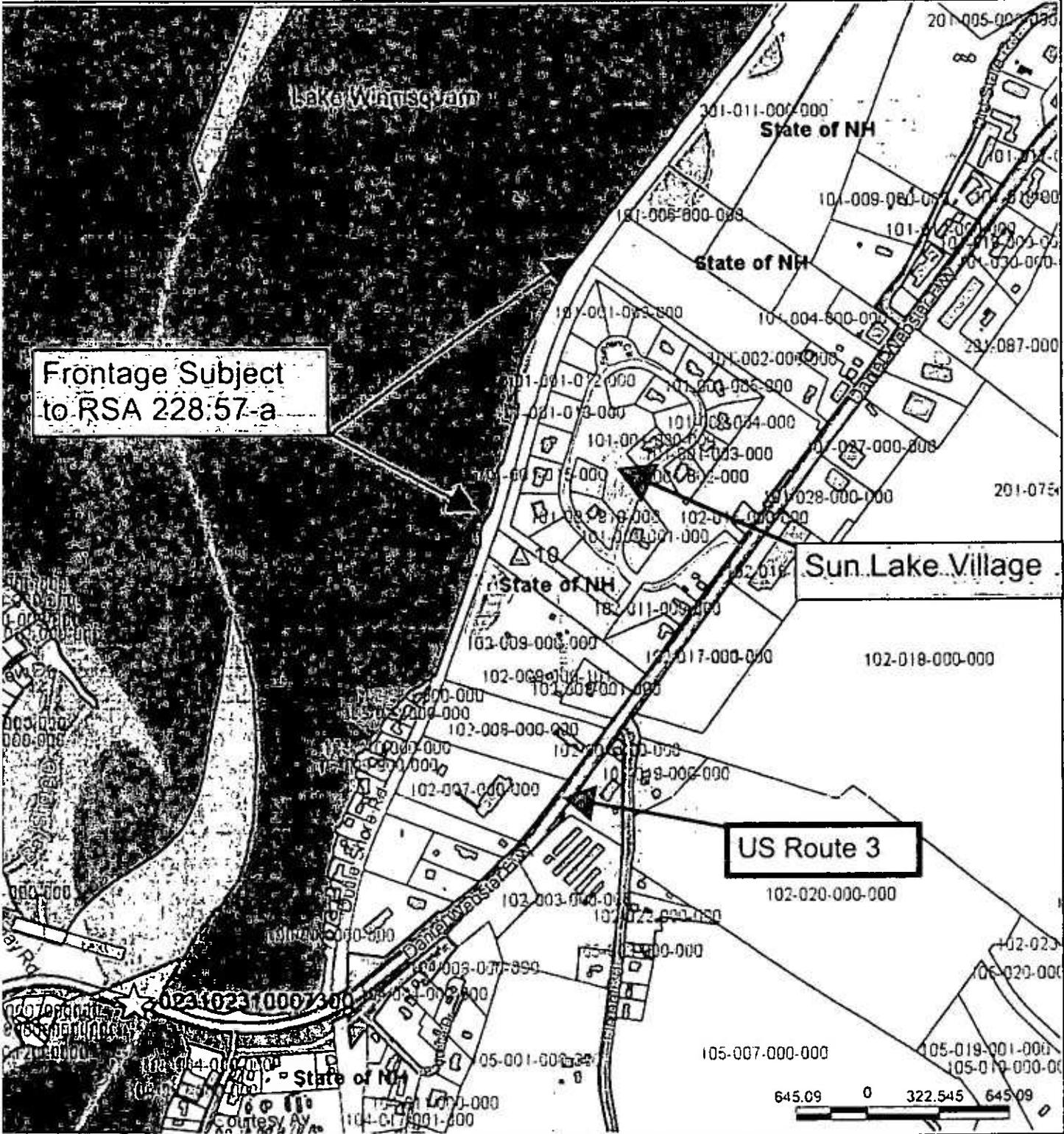
- a. Topo
- b. Tax Map – Mosaic
- c. Aerial Photo
- d. Proposed Plan Dock Improvements Submittal
- e. Railroad Valuation Section 21, Sheet 60, Engineering Station 1330+67



Frontage Subject to  
RSA 228:57-a

Sun Lake Village

Sun Lake Village Topo Location  
dated 1/27/2022



# Sun Lake Village

Aerial Location

Belmont  
Sun Lake Dr

Concord-Lincoln Railroad Corridor

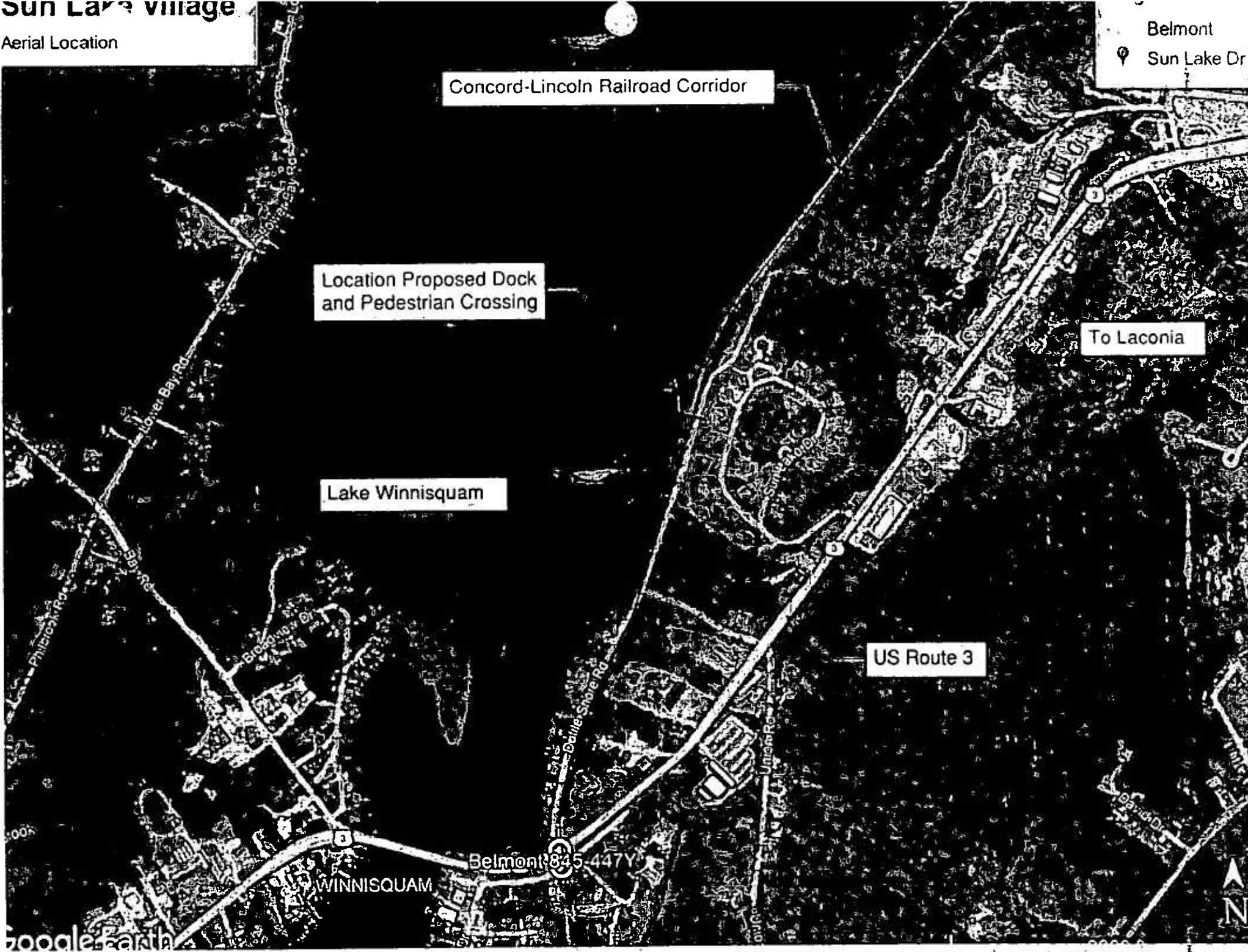
Location Proposed Dock  
and Pedestrian Crossing

To Laconia

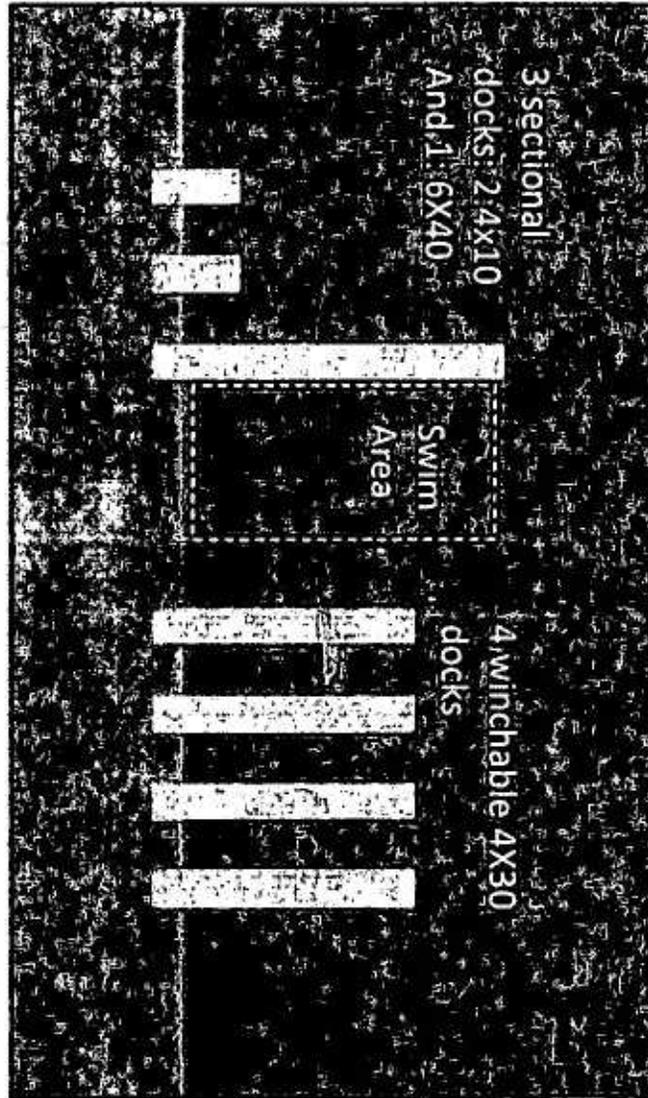
Lake Winnisquam

US Route 3

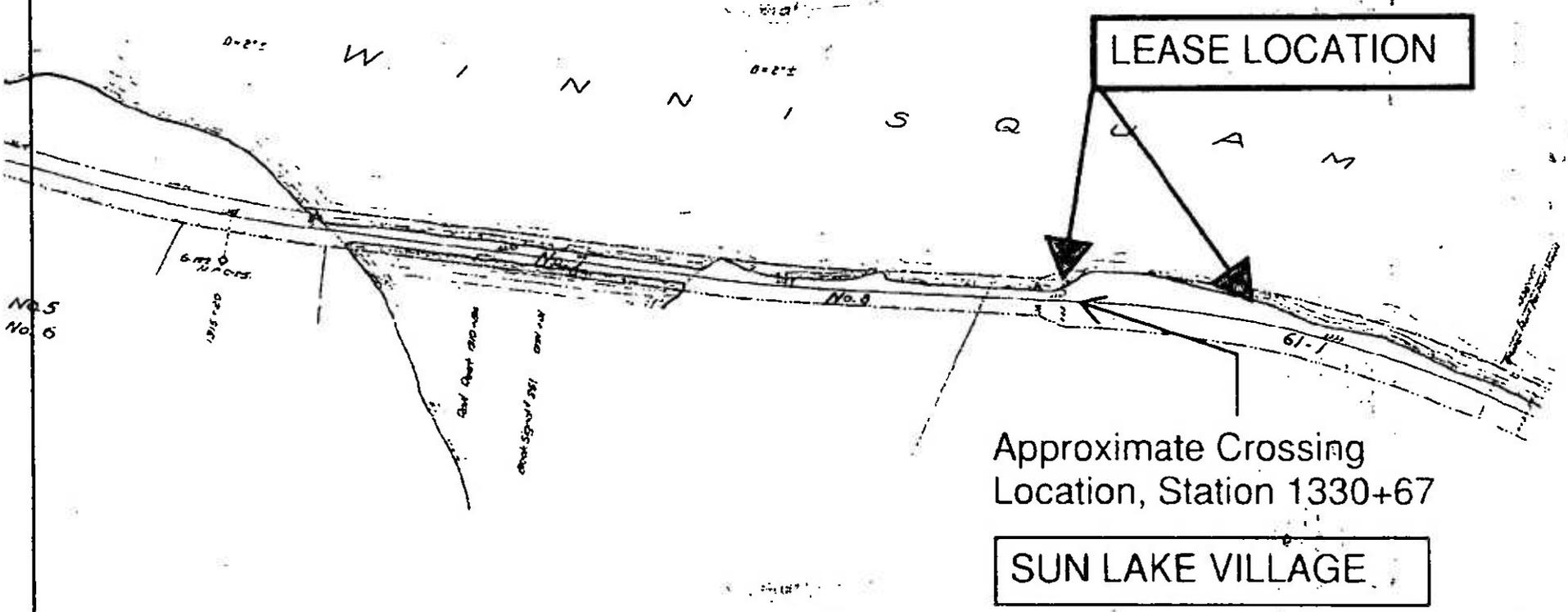
Google Earth



Proposed Plan Dock Improvements Submittal



Lease and Pedestrian Crossing  
Valuation Section 21, Sheet 60  
Sta 1330+67, MP 25.29  
Concord-Lincoln RR Corridor - Belmont  
2021-52 Date: February 29, 2024



Lease and Pedestrian Crossing  
Valuation Section 21, Sheet 60  
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Concord-Lincoln RR Corridor - Belmont  
2021-52 Date: February 29, 2024