

2021



William Cass, P.E.  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

50



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

Bureau of Rail and Transit  
August 26, 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 Lake Ridge at Meredith Bay, in the amount of \$47,344.47 for the use of state-owned railroad property in Meredith, NH along Lake Winnepesaukee, 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:

015-096-096-960015-0000-UUU	<u>FY 2025</u>
UUU-402156 Administrative Fee	\$ 1,100.00
010-096-096-964010-29910000 Special Railroad Fund	
009-403532 Railroad Property Sale or Lease	\$ 47,244.47
010-096-096-964010-29910000 Special Railroad Fund	
009-407323 Railroad Crossing License Fees	\$ 100.00

**EXPLANATION**

The Department of Transportation received a request from John Sheasley, representing Lake Ridge at Meredith Bay, to enter into a lease for 1,351 linear feet of frontage along Lake Winnepesaukee on the state-owned Concord-Lincoln Railroad Line in Meredith. Lake Ridge at Meredith Bay 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 1,351 feet. The annual dock lease fee is \$47,244.47 plus a \$100 annual fee for two crossings (\$50 each for a pedestrian crossing and underground utility crossing), for an annual total of \$47,344.47.

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 approved the lease on April 20, 2015.

The Long Range Planning and Utilization Committee approved the lease on June 10, 2024, item number LRCP 24-024.

Your approval of this lease agreement is respectfully requested.

Sincerely,

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

William J. Cass, P.E.  
Commissioner

Attachments

THIS LEASE, made and entered into, between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and Lake Ridge on Meredith Bay Association, 132 Upper Mile Point Drive, Meredith, NH 03253, 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 tracks and reconstruct and use an underground utility crossing of the active railroad tracks, hereinafter called the "FACILITY".

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

WHEREAS, the TENANT's ownership includes a parcel identified as Town of Meredith, Map Section 17, Block 18 and the TENANT has requested the LANDLORD 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 lease, shall comply with the conditions set forth herein during the occupancy of said premises by the TENANT.

NOW, THEREFORE, THIS LEASE WITNESSETH THAT:

I. DEMISE OF THE PREMISES

- 1.01 For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the LANDLORD of such rent and covenants, the LANDLORD hereby leases and demises to the TENANT the premises (1.351 linear feet) located in the Town of Meredith on the Corridor at Mile Post C36.99, Engineering Station 1947+82.5. For reference, length of 1.351 linear feet is shown on the attached Railroad Valuation Section 21 Map 73 (dated 07-2-2024) (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 Engineering Station 1947+82.5, as shown on the attached location V21/73 & Private Crossings, Railroad Installation Minimum Cover Depths (dated 4-30-2024), attached.
- 1.03 The LANDLORD grants to the TENANT permission to cross a portion of the Corridor to construct, use, maintain and reconstruct an underground utility crossing within the right-of-way near Engineering Station 1956+00, as shown on the attached location V21/73 & Private Crossings, Railroad Installation Minimum Cover Depths (dated 4-30-2024), attached.
- 1.04 The TENANT agrees to the installation of the private pedestrian crossing as detailed on the approved plan titled "Dock Improvements Plan, Station 1947+82.5, MP C36.99, Meredith-Lake Ridge" and the approved plan titled "Typical Planked Timber Crossing" dated 6-28-2024 & Pedestrian

Initial  
*JRW*

Crossing Signage, dated 1-18-2023 (Attached). 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 04-17-2024 (Attached) is provided noting the dimensions 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 Governor & Council approval 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 Meredith 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, 1(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 1,351 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 forty-seven thousand, two hundred, forty-four dollars and 47/100 dollars (\$47,244.47) per year plus \$100 per year (\$50 each) for the private pedestrian at-grade crossing and underground utility crossing, for an annual total of \$47,344.47, payable in advance, due July 1, 2024 or Governor and Executive Council approval, whichever is later, 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 State 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 Bureau of Rail & Transit. Failure to furnish documentation to the Bureau of Rail & Transit 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 "Dock Improvements Plan, Station 1947+82.5, MP C36.99, Meredith-Lake Ridge at Meredith Bay-Dock Lease 2020-54," sheet 1 of 1, dated April 29, 2024 & approved plan titled Typical Timber Planked Crossing Detail Sheet 1 of 1 dated 6-28-2024 (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 LANDLORD to inspect the materials and to monitor construction and a railroad flagger, if such individuals are necessary in the sole judgment of the LANDLORD. 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 LANDLORD. 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 TENANT'S 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 LANDLORD, 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 LANDLORD, is caused by, results from or arises out of the installation, maintenance or presence of the TENANT'S FACILITY shall be repaired by the LANDLORD. The TENANT shall fully compensate the LANDLORD 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 Railroad Operator (Plymouth & Lincoln Railroad) LANDLORD by contacting railroad personnel at 720-429-8058 and LANDLORD by contacting state personnel at (603) 271-3465, 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 LANDLORD and the Railroad Operator.
- 6.07 The TENANT shall, at the LANDLORD's request and the TENANT's expense, provide whatever protection is deemed necessary by the LANDLORD, in the event the LANDLORD 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 LANDLORD for review and approval. Such policies and procedures shall be approved by the LANDLORD 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.

## 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, 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 LANDLORD is a condition precedent to the effectiveness of this Agreement. The TENANT shall provide to the LANDLORD 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 LANDLORD 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,

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

TENANT

By: [Signature]

Date: 8/7/24

Print Name and Title  
Timothy M. White, PRESIDENT

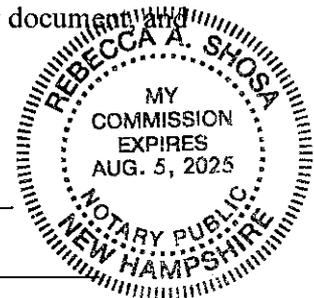
STATE OF New Hampshire  
COUNTY OF Belknap

On, Aug 7, 24 before the undersigned officer personally appeared Timothy White known to me (or satisfactorily proven) to be the president of the corporation identified in the foregoing document and acknowledged that he executed the foregoing document.

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

Aug 7, 2024  
Date

Rebecca Shose  
Notary Public



LANDLORD

By: William Case

Date: 9/9/24

Commissioner  
New Hampshire Department of Transportation

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on September 9<sup>th</sup>, 2024.

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
Assistant Attorney General

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

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

Approved by New Hampshire Council on Resources and Development on January 12, 2023.

Approved by Long Range Capital Planning and Utilization Committee on April 12, 2024.

# State of New Hampshire

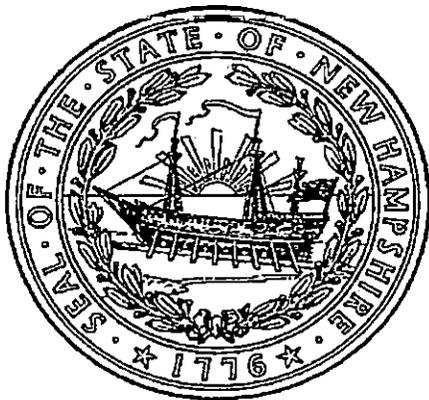
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LAKE RIDGE ON MEREDITH BAY ASSOCIATION is a New Hampshire Nonprofit Corporation registered to-transact business in New Hampshire on September 23, 2004. 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: 488555

Certificate Number: 0006742526



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th 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 Vote**

I, Timothy White, do hereby certify that I am duly elected Board of Directors' President of Lake Ridge on Meredith Bay Association. I hereby certify the following email vote from the majority of owners was taken.

Voted: Members of Lake Ridge on Meredith Bay Homeowners Association agree that the board and dock committee have the ability to negotiate and execute lake front leases (consistent with those in the past) with the state in the interest of the association.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of August 7, 2024 and that Timothy White is duly elected President of the Lake Ridge of Meredith Bay Association

Date: 8/15/24

Attest: [Signature]

State of New Hampshire, County of: Belknap

On August 15, 2024, before the undersigned officer personally appeared Timothy White known to me (or satisfactorily prove) to be the Board of Directors President of the corporation identified in the foregoing certificate, and acknowledged that he executed the foregoing certificate.

In witness whereof I hereunto send my hand and official seal

Date: Aug 15, 2024  
Public: Rebecca Shose

Notary





**Corporate Seal**

I, Timothy White, do hereby certify that I am duly elected Board of Directors' President of Lake Ridge on Meredith Bay Association. I am including in this document our corporate seal.



Date: 8/15/24

Attest: [Signature]

State of New Hampshire, County of: Belknap

On August 15, 2024, before the undersigned officer personally appeared Timothy White known to me (or satisfactorily prove) to be the Board of Directors President of the corporation identified in the foregoing certificate, and acknowledged that he executed the foregoing certificate.

In witness whereof I hereunto send my hand and official seal

Date: Aug. 15, 2024  
Public: Rebecca Shose

Notary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/29/2024

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).

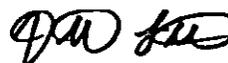
<b>PRODUCER</b> Melcher & Prescott Insurance 426 Main Street Laconia NH 03246		<b>CONTACT NAME:</b> David Ficaro <b>PHONE (A/C, No, Ext):</b> (603) 524-4535 <b>E-MAIL ADDRESS:</b> dficaro@melcher-prescott.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Lake Ridge On Meredith Bay 17 Commerce Dr Bedford NH 03110-6981		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Indemnity Ins. Co. NAIC # 23280 <b>INSURER B:</b> Cincinnati Insurance Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2482912918      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	EPP 0599692	01/11/2022	01/11/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Network Security Liability	\$ 50,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0599692	01/11/2022	01/11/2025	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				PER STATUTE	OTHER
			N/A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Directors and Officers			EMO 0471753	01/11/2024	01/11/2025	Directors & Officers	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
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 LANDLORD and the Named Insured.

<b>CERTIFICATE HOLDER</b>  NH Dept of Transportation Plymouth & Lincoln Railroad PO Box 483  Concord NH 03302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

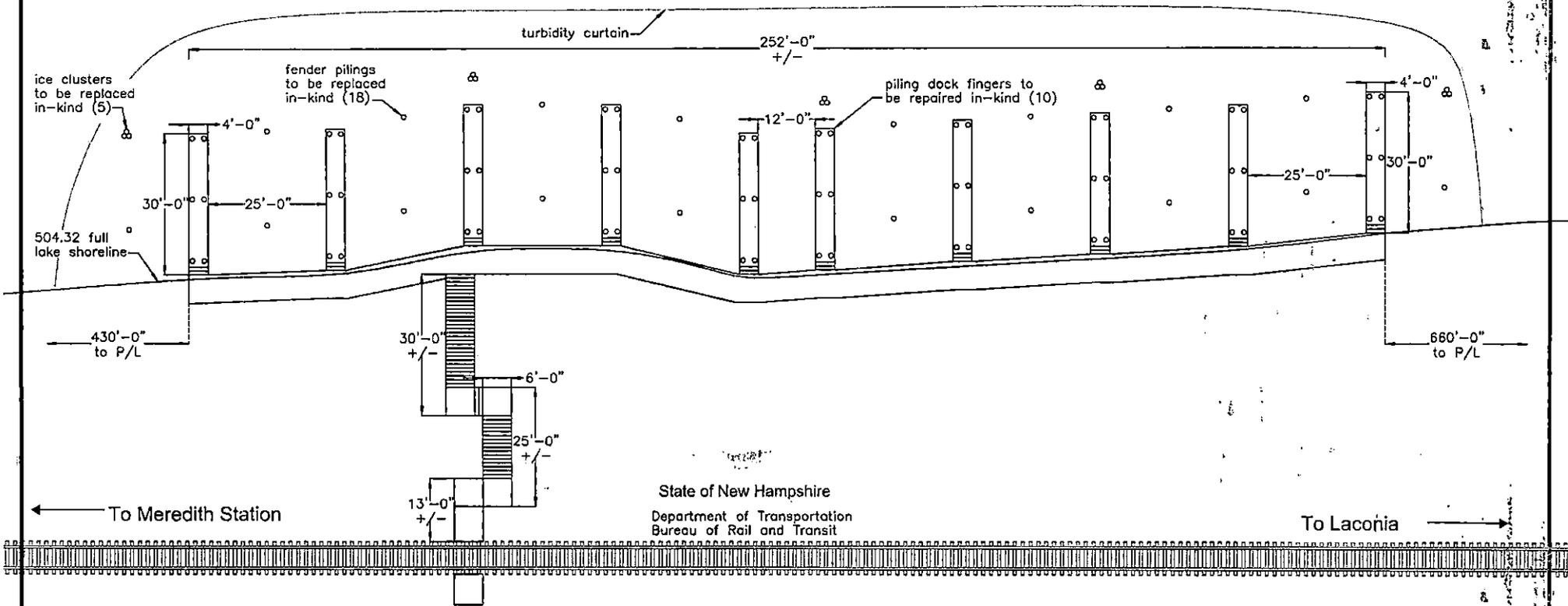
# ADDITIONAL COVERAGES

Ref #	Description Mental Health Counseling Cyber	Coverage Code CYMHC	Form No.	Edition Date
Limit 1 1,000	Limit 2 25,000	Limit 3	Deductible Amount 250	Deductible Type
Premium				
Ref #	Description PDBEQ	Coverage Code PDBEQ	Form No.	Edition Date
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount 250	Deductible Type
Premium				
Ref #	Description GLBBE	Coverage Code GLBBE	Form No.	Edition Date
Limit 1 2,500	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Defense & Liab Cyber	Coverage Code DEFCO	Form No.	Edition Date
Limit 1 100,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type
Premium \$56.00				
Ref #	Description Loss of Business Cyber	Coverage Code CLBI	Form No.	Edition Date
Limit 1 25,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Misc Unnamed Costs Cyber	Coverage Code CYMUC	Form No.	Edition Date
Limit 1 10	Limit 2 25,000	Limit 3	Deductible Amount 250	Deductible Type
Premium				
Ref #	Description BFCGL	Coverage Code BFCGL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$150.00				
Ref #	Description Cyber Extortion Cyber	Coverage Code CYEXT	Form No.	Edition Date
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

d. Dock Improvements Submittal Plan

# Lake Winnepesaukee

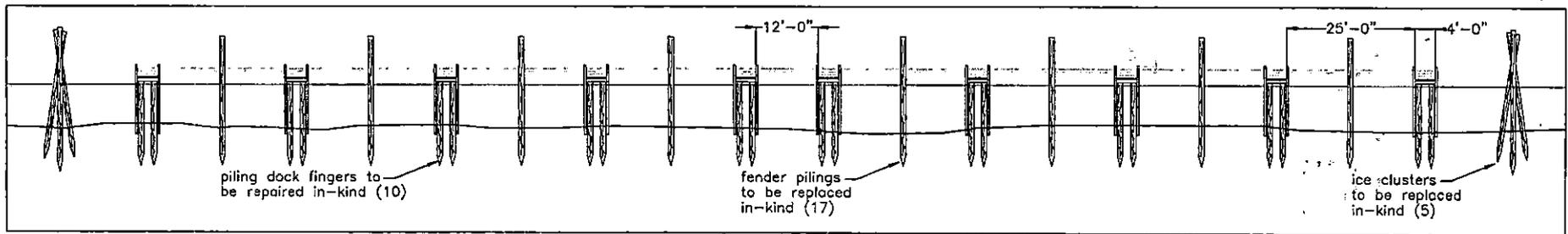
Full Lake Shoreline 504.32



State of New Hampshire  
 Department of Transportation  
 Bureau of Rail and Transit

← To Meredith Station

To Laconia →

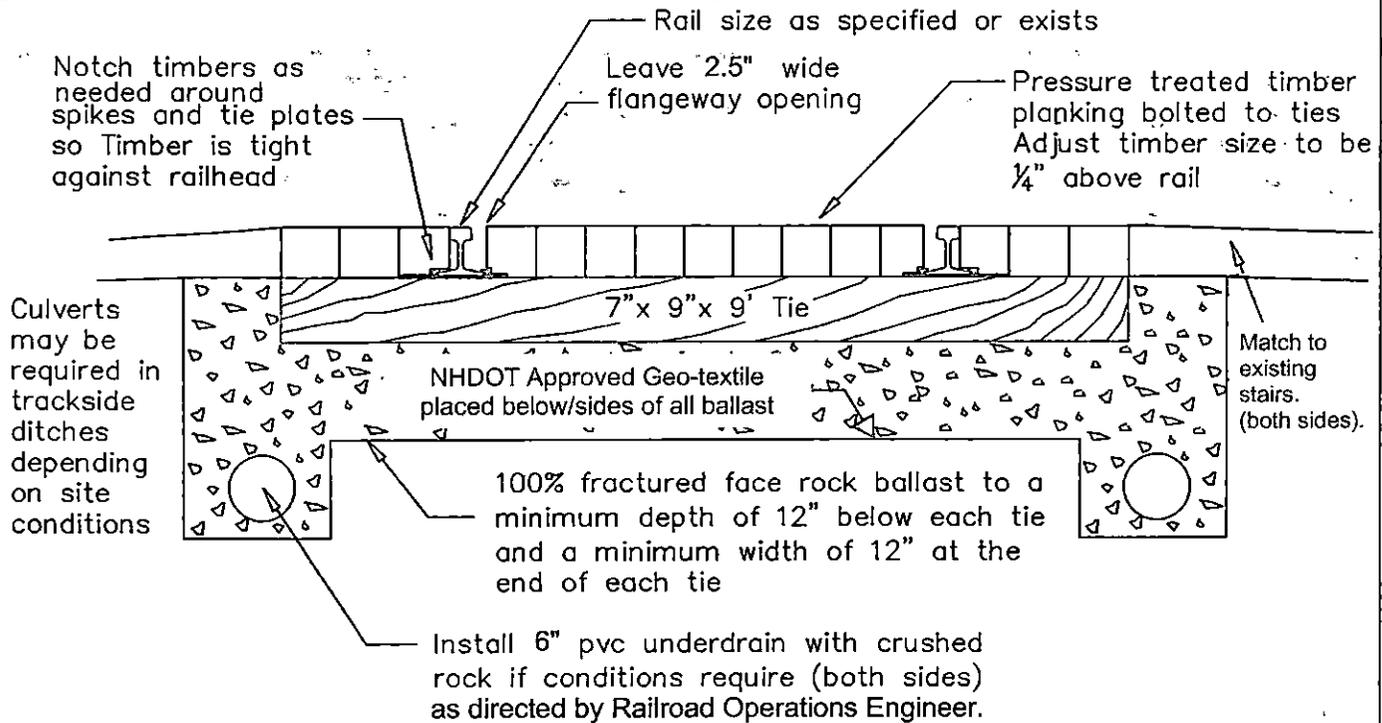


 Watermark Marine Construction  
 Laconia, Gifford & Sunapee, NH  
 (603) 283-4000/Fax (603) 524-8100  
 On The Web: www.docksource.com  
 Copyright Protected - © WMS, LLC 2018 All Rights Reserved

**DOCK IMPROVEMENTS PLAN**  
 Sta 1947+82.5, MP C36.99  
 Meredith - Lake Ridge at Meredith Bay - Dock Lease  
 2020-54 Date April 29, 2024

Lake Ridge Property  
 Meredith, NH  
 03/05/18 1" = 30'

# TIMBER PLANKED CROSSING DETAIL



1. The length of the timbers will vary depending on whether the crossing is to be used for a pedestrian crossing, a farm crossing or driveway.
2. Timbers must be installed 2' wider on both sides than the road approaches. A pedestrian crossing should be a minimum of 5' wide, The farm and driveway crossings should be a minimum of 12' wide.
3. Full depth rock ballast under the ties only needs to be installed if it is necessary to rebuild the entire crossing.
4. Timber planks should be lagged at the last tie on both ends and then staggered hitting approximately every fourth tie.
5. This is a conceptual plan and the actual site will need to be reviewed with the Bureau's Railroad Engineer before actual work can be determined.
6. New cross ties and track work may need to be performed before the crossing can be built. The cost of that work which must be done by the Operating Railroad will be borne by the Permittee

Not to scale



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

## TYPICAL TIMBER PLANKED CROSSING DETAIL

REVISIONS	
DATE	DESCRIPTION
June 28, 2024	

SHEET:

CT-1

**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.

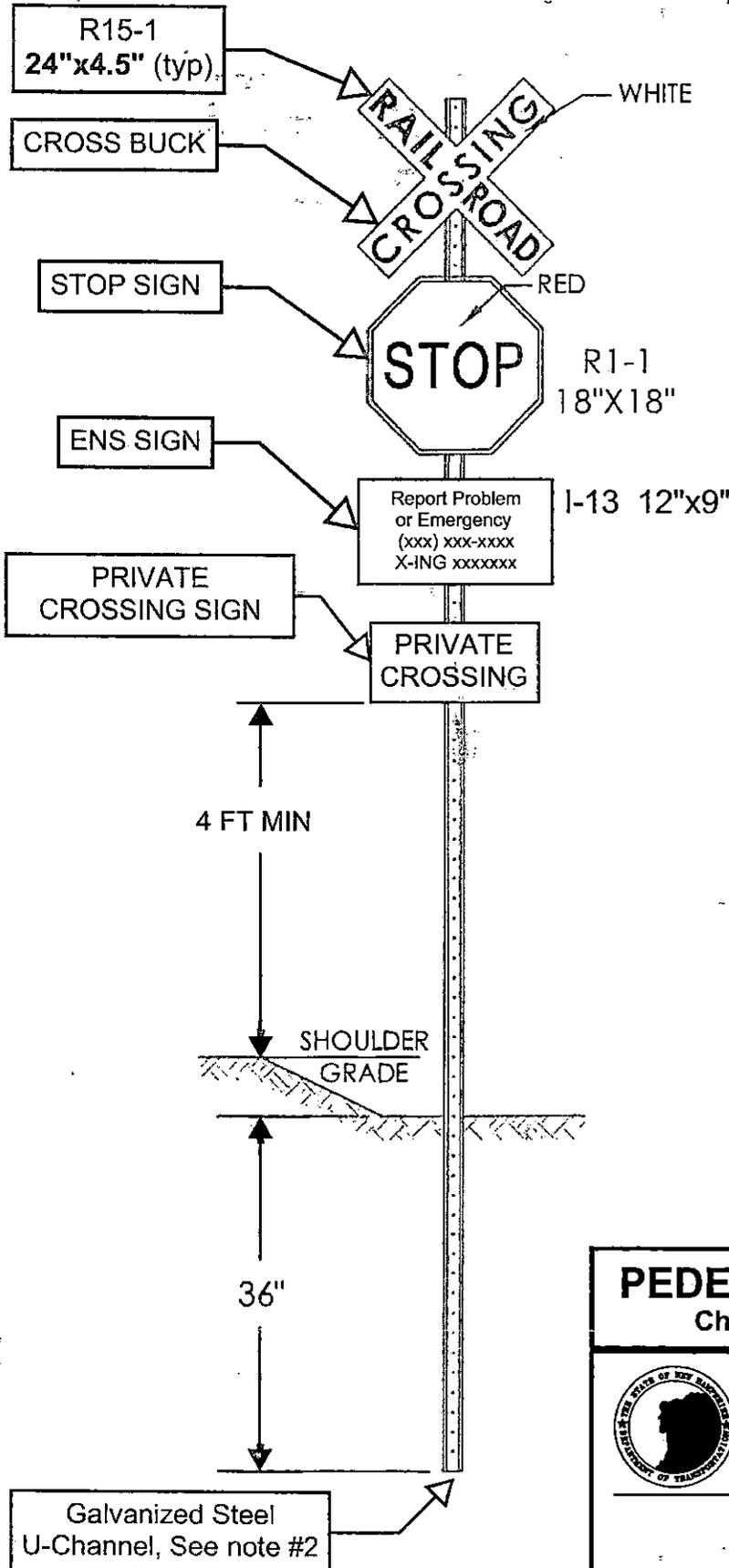
3. Private Crossing Sign: 18" x 7", 1/4" wide x 2" high black letters on white background. 0.080" thick Aluminum (6061-T6)

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

State of New Hampshire  
Department of Transportation - Bureau of Rail & Transit

<b>RAILROAD CROSSINGS INSTALLATION MINIMUM COVER DEPTHS</b>			
INSTALLATION MUST MEET ALL CONDITIONS			
UTILITY FACILITY TYPE	A	B	C
	PERPENDICULAR * AND BELOW TRACKS	LONGITUDINAL 25' TO 50' FROM CENTER LINE OF TRACKS	BELOW DITCH LINE ELEV.
<b>FLAMMABLE SUBSTANCES</b>			
1. UNENCASED - EXIST.	Not Allowed	6'	6'
UNENCASED - NEW	Not Allowed	6'	6'
2. ENCASED - EXIST.	5.5'	6'	3'
ENCASED - NEW	5.5'	6'	3'
<b>WATER AND SEWER</b>			
EXIST.	5.5' ENCASED	4'	3'
NEW	5.5' ENCASED	4'	3'
<b>DRAINAGE</b>			
EXIST.	5.5'	4'	3'
NEW	5.5'	4'	3'
<b>POWER (ALL TO BE IN CONDUIT)</b>			
Secondary only. EXIST.	3.5' ENCASED	3.5'	3'
NEW	5.5' ENCASED	4'	3'
<b>COMMUNICATIONS</b>			
EXIST.	3.5' ENCASED	3.5'	3'
NEW	5.5' ENCASED	4'	3'

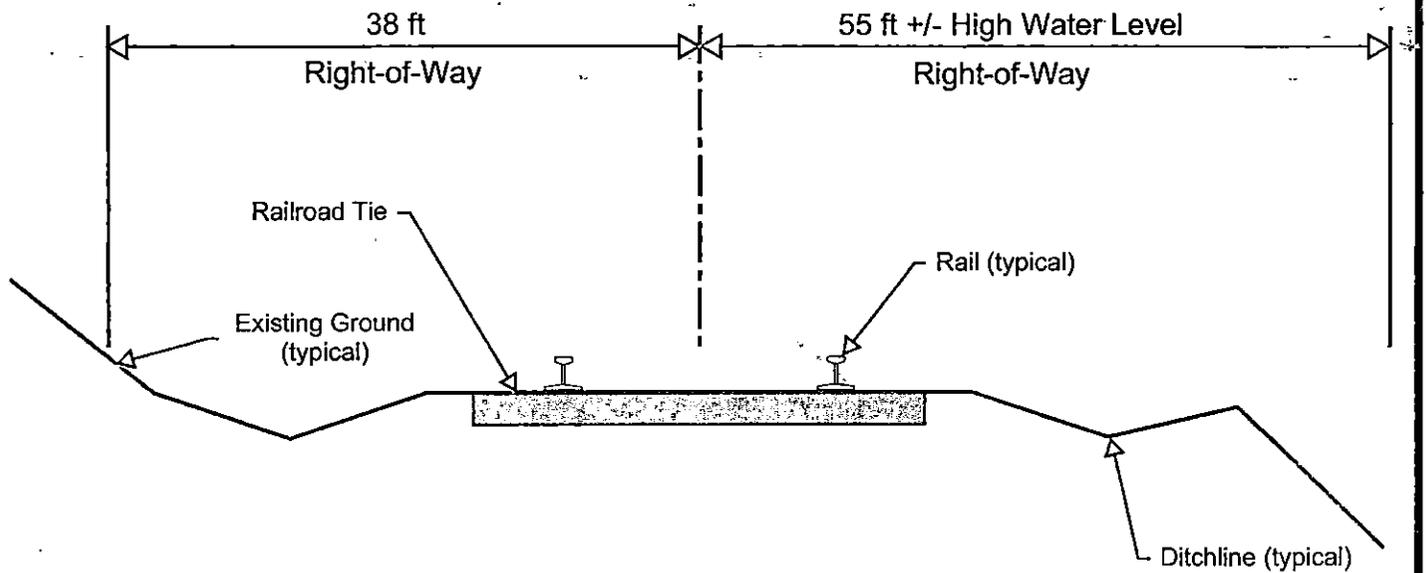
**Notes.**

1. All utilities shall cross tracks at approximately a right angle. With NHDOT Railroad Operation Engineer approval crossings may be angled but must be more than a 45 degree angle in relation to the track.
2. Sleeves and carrier pipes must meet or exceed Cooper's E-80 minimum load standards.
3. All depths indicated above are measured from the top of the timber crossties.
4. Utilities must be at a minimum depth at ditches and slopes as noted above.
5. Utilities shall not be installed within 45 ft of any bridge structure.
6. Utilities shall be installed under tracks by boring or jacking and extend beyond corridor property line.
7. Exceptions to minimum depths and offsets indicated above may be granted.
8. Refer to AREMA 2019 manual section 5.1.5.2 for encasement (casing) minimum length.
9. Refer to AREMA 2019 manual Section 1-5 for other specific requirements.

**CROSSING UTILITY DEPTH STANDARDS**



# New Hampshire DOT Right-of-Way



## Railroad Cross Section

Not to Scale

Facing North

MP C36.99

Station 1947+82.5

Valuation Section 21, Sheet 73

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  
Meredith  
Revised Date: April 17, 2024

June 20, 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 timber planked pedestrian 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 planks or paved 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 Railroad (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

June 20, 2024

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**

#### **Railroad Pedestrian Crossing**

The reconstruction 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. Although fencing is not required by the Corridor Owner at this time, we reserve the right to require 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 topsoil, 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.

June 20, 2024

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 DOT 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 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**

Updated: August 28, 2023

**Methodology**

**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>
<b>Average Bureau Rate (Per Employee)</b>		\$ 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>
<b>State Vehicle Charge (Per Vehicle)</b>		\$ 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		
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) &amp; accordingly adjusted every five (5) years based on Consumer Price Index (CPI).</p>		

STATE OF NEW HAMPSHIRE  
INTER-DEPARTMENT COMMUNICATION

From: Louis A. Barker  
Railroad Planner

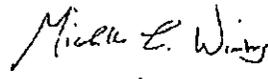


Date: May 21, 2024

At: Dept. of Transportation  
Bureau of Rail and Transit

thru: Chuck Corliss, P.E., Railroad Operations Engineer  
Bureau of Rail & Transit

Shelley Winters, Director  
Division of Aeronautics, Rail & Transit



Stephen LaBonte, Administrator  
Bureau of Right of Way

SUBJECT: Proposed Lease of State-owned Railroad Property, Meredith  
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 Department of Transportation requests approval from the Long-Range Capital Planning and Utilization Committee to enter into a one-year lease with Lake Ridge at Meredith Bay Association for 1,351 feet of state-owned railroad frontage along Paugus Bay for a private, non-commercial dock with pedestrian at-grade crossing on the state-owned Concord to Lincoln Railroad Corridor in Meredith. The total fees for one year will be \$47,344.47 and include an annual lease fee of \$47,244.47 and an annual crossing fee of \$100.00 (\$50 each for a private pedestrian at-grade crossing and an electric utility crossing). The proposed lease will commence upon G&C approval and extend through June 30, 2025.

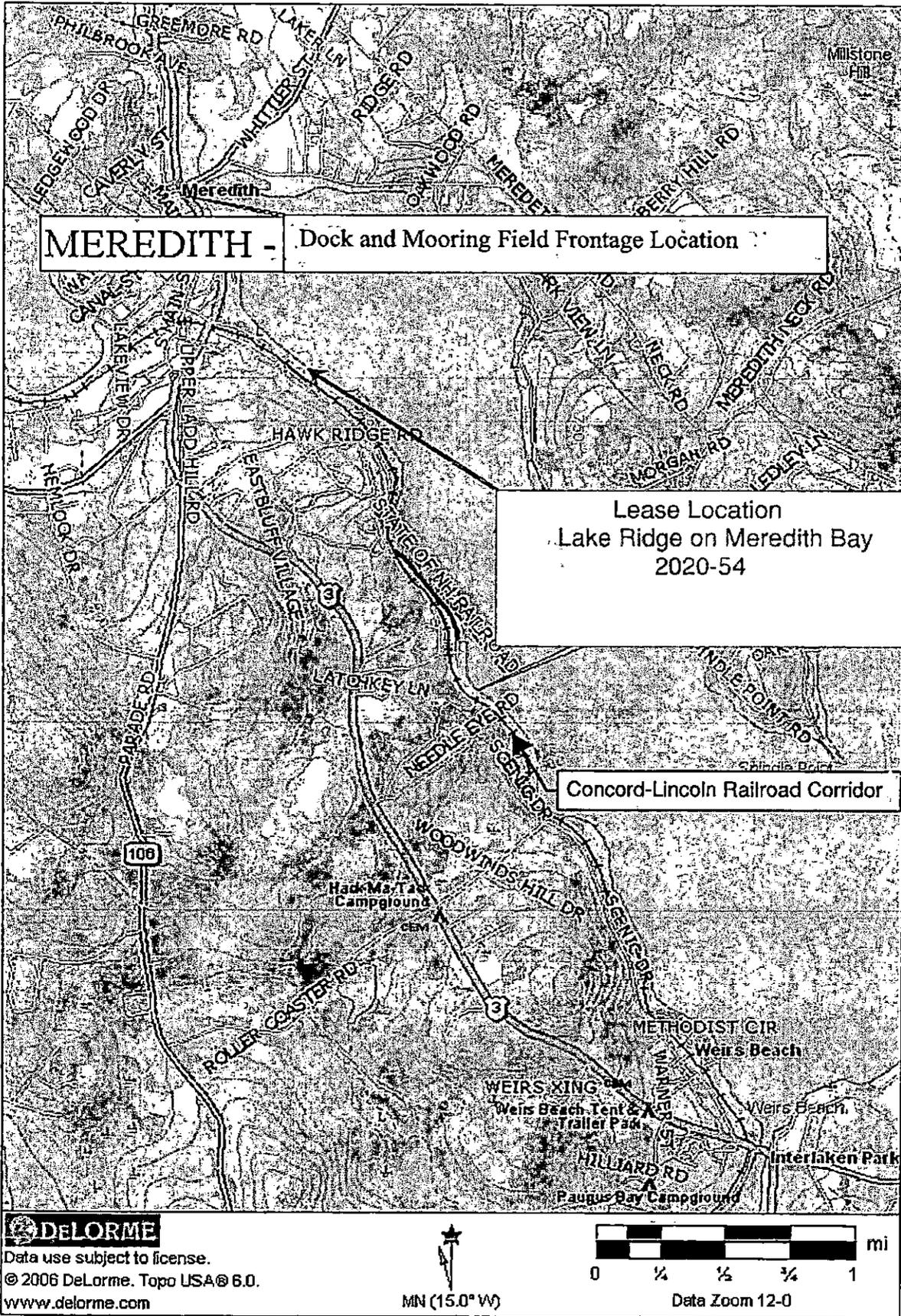
Pursuant to RSA 4:40, III-a, the Department of Transportation proposes to assess the standard \$1,100.00 Administrative Fee.

EXPLANATION

The Department's Bureau of Rail and Transit has received a request from Lake Ridge at Meredith Bay Association to lease 1,351 feet of railroad frontage along Lake Winnepesaukee for a private, non-commercial dock with a pedestrian at-grade crossing and electric utility crossing on the state-owned Concord to Lincoln Railroad Corridor in Meredith.

RSA 228:57-a allows the Department to lease for private, non-commercial use 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. Lake Ridge at Meredith Bay Association owns property that abuts the railroad corridor for a distance of 1,351 feet. Lake

a. Topo Map



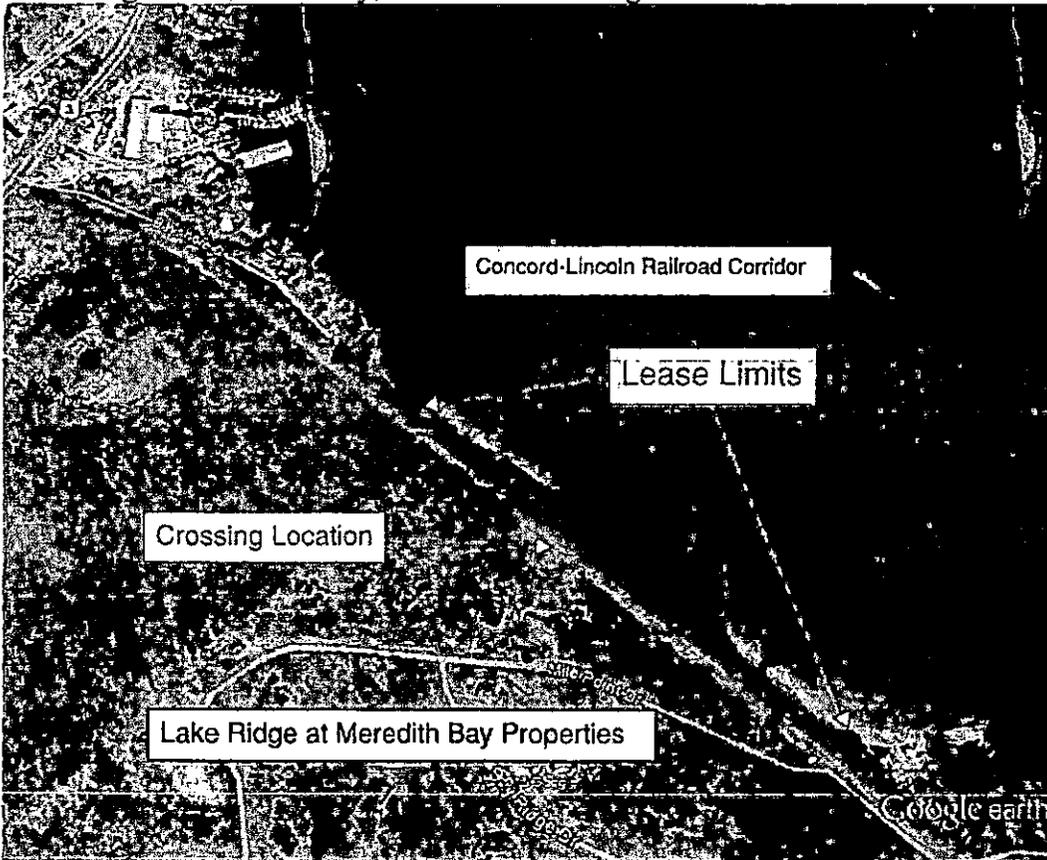
A.2. Lake Ridge on Meredith Bay

c. Crossing and Aerial Photos

Photo of Location



Lake Ridge at Meredith Bay, Pedestrian crossing to dock.



**Title: Location (Lake Ridge at Meredith Bay) Valuation 21/73**

Town of Meredith

Lease, Pedestrian and Utility Crossing Locations

Sta 1947+82.5 +/-, MP C36.99

#2020-54 Date April 17, 2024

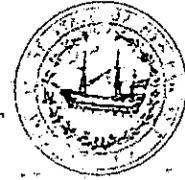
or lower. The cost for the lease shall be reviewed. Such lease renewals shall not be for more than 5 years at a time.

VI. The annual income from such leases shall be deposited into the special railroad fund established by RSA 228:68, and shall be appropriated to be expended as set forth in RSA 228:69.

**Source.** 1994, 69:1. 1997, 310:2. 2001, 234:1. 2006, 307:6, eff. July 1, 2006. 2009, 254:2, eff. Jan. 1, 2010.



The State of New Hampshire  
**Department of Environmental  
Services**



**Robert R. Scott, Commissioner**

September 6, 2022

LAKE RIDGE ON MEREDITH BAY ASSOCIATION  
132 A UPPER MILE POINT DRIVE  
MEREDITH NH 03253

**Re: Accepted Non-Tidal Docking Structures Registration Request (RSA 482-A)  
Submission Number: HPM-7JQN-37THA  
Docking Structure(s) Registration Number: DR-00074  
Subject Property: MEREDITH, Tax Map/Lot Number: s17/ 18  
Waterbody: Lake Winnepesaukee**

Dear Owner:

The New Hampshire Department of Environmental Services (NHDES) Wetlands Bureau has reviewed the above-referenced Non-Tidal Docking Structures Registration (Registration Request) in accordance with RSA 482-A:3, IV-a(d). NHDES found that all of the requirements of RSA 482-A:3, IV-a(b) and Env-Wt 1003 have been met. Therefore, the registration has been accepted. The registration number assigned to the structure(s) is DR-00074. The registration will expire on 09/06/2027 or upon transfer of ownership of the property, whichever occurs first (RSA 482-A:3, IV-a(c)).

In accordance with Env-Wt 1004.04, the owner shall ensure that the registration number is located on the vertical face of the pier projecting furthest into the surface water in such a manner that each registration number:

- (a) Is at least 3 inches high;
- (b) Is prominently displayed in a color that contrasts with the surface of the docking structure;
- (c) Faces outward towards navigable waters; and
- (d) Will not be obscured by any watercraft, ladder, or other object secured to the docking structure.

Owners of registered structures are only exempted from the need to obtain a Wetlands permit for the repairs under RSA 482-A. Owners of registered structures are responsible for ensuring that appropriate siltation, erosion, and turbidity controls are maintained during repairs as needed to comply with water quality protection standards adopted under RSA 485-A:8 and 485-A:17. Owners of registered structures are responsible for ensuring that appropriate actions are taken to avoid adverse impacts to species of concern protected in accordance with RSA 212-A.

If you have any questions, please contact me directly at 6032718348 or [Peter.J.Conti@des.nh.gov](mailto:Peter.J.Conti@des.nh.gov).

Sincerely,

Peter Conti  
Shoreline Specialist, Wetlands Bureau  
Land Resources Management, Water Division