



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
February 12, 2025

Her Excellency, Governor Kelly A. Ayotte
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 East Bluff Highlands Association/Eastbluff Village Condominium, in the amount of \$2,078.26 for the use of state-owned 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 \$1,100.00, 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	\$2,028.26
010-096-096-964010-29910000 Special Railroad Fund	
009-407323 Railroad Crossing License Fees	\$50.00

EXPLANATION

The Department of Transportation received a request from Steven Edwards, representing East Bluff Highlands Association/Eastbluff Village Condominium, to enter into a lease for 58 linear feet of frontage along Lake Winnepesaukee on the state-owned Concord-Lincoln Railroad Line in Meredith. East Bluff Highlands Association/Eastbluff Village Condominium members are owners of a legal right-of-way over adjacent property that qualifies them 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 58 feet. The annual dock lease fee is \$2,028.26 plus a \$50 annual fee for one pedestrian crossing, for an annual total of \$2,078.26.

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 approve the lease on March 26, 2015.

The Long Range Planning and Utilization Committee approved the lease on June 10, 2024, item number LRCP 24-023.

Your approval of this lease agreement is respectfully requested.

Sincerely,

A handwritten signature in black ink that reads "William Cass". The signature is written in a cursive style with a large, 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 both East Bluff Highlands Association, 1 East Bluff Highlands, Unit 19 and Eastbluff Village Condominium Association, c/o North Point Property Management, PO Box 2321, Secaucus, NJ 07094, 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 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 Operator) under an Operating Agreement with the State of New Hampshire.

WHEREAS, the TENANT ownership includes parcels in the Town of Meredith, Map Section 17, Block 18 and Lots A-1-018-R 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 (58 linear feet) located in the Town of Meredith on the Corridor and nearly opposite Mile Post C36.37, Engineering Station 1915+30 to Station 1915+88, as shown on the attached Railroad Valuation Section 21 Map 72 (dated 07-3-2024) (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 C36.37 Valuation Station 1915+59, Section 21 Sheet 72.
- 1.03 Intentionally Left Blank.
- 1.04 The TENANT agrees to the installation of a railroad crossing as detailed on the approved plan titled TENANT Submittal sheets 1 through 3 of 3, dated April 18, 2024. NHDOT Bureau of Rail & Transit Pedestrian Timber Crossing Detail, dated 7-2-2024, and Pedestrian Crossing Signage, dated 1-18-2024 (all attached). These plans detail the proposed timber planked crossing, drainage, signage, staircase requirements and other details 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 07-1-2024 (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, 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 Section 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, 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 58 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 **two thousand, twenty-eight and 26/100 dollars (\$2,028.26) per year plus fifty dollars (\$50) per year for the private pedestrian at-grade crossing, for an annual total of \$2,078.26**, payable within 10 days of G&C approval, 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 pedestrian crossing for waterfront access, 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) or Mooring Permit issued by the New Hampshire Department of Safety, Marine Patrol (NHDOS) 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 NHDOT Bureau of Rail & Transit Pedestrian Timber Crossing Detail, dated 7-2-2024 (Attached) and Pedestrian Crossing Signage, dated 1-18-2024 (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 dated June 20, 2024, attached. 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

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- 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 Plymouth & Lincoln Railroad and LANDLORD by contacting railroad personnel at 720-429-8058 and LANDLORD 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.

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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 a utility specific agreement with the LANDLORD. This Lease does not include or give express permission for the installation of any Utilities; a separate application requesting the installation of a Utility would need to be submitted to the LANDLORD and no Utility shall be installed until a utility specific agreement is entered into with 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 part 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

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\$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 the TENANT to access and utilize 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

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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

Attention:
Railroad Property Specialist
603-271-2425
RailroadProperty@dot.nh.gov

To the Permittees:
East Bluff Highlands Association
PO Box 667
Meredith, NH 03253

Attention: Ms. Andrea Orzechowski
Secretary-Treasurer
603-318-5672

Eastbluff Village Association
Stephen Edwards/Board of Directors
39 East Bluff Association
Meredith, NH 03253

Attention: Mr. Steve Edwards
Board of Directors
603-677-6692

granny91402@aol.com

- 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:

TENANT Submittal, sheets 1 through 3 of 3 (dated 4-18-2024)
Pedestrian Timber Crossing Detail (dated 7-2-2024)
Pedestrian Crossing Signage (dated 1-18-2024)
Railroad Valuation Section 21 Sheet 72 (dated 7-3-2024)
NHDOT ROW (dated 7-1-2024)
POW (dated 6-20-2024)
NHDOT Railroad Rate Schedule (dated 08-28-2023)
NHDOT RSA 228:57-a CPI Calculation Table (dated 4-17-2024)
Revised Statutes Annotated (RSA) 228:57-a

East Bluff Highlands
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East Bluff Village
SE Initial

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

TENANT

By: Stephen Edwards
Stephen EDWARDS

Date: 7/3/24

Print Name and Title

BOD/EBVA

STATE OF

COUNTY OF

NH
Bellamy

On, 9/3/24, before the undersigned officer personally appeared Stephen Edwards known to me (or satisfactorily proven) to be the Member of the Board of Directors 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.

September 3 2024
Date

Betty L Zaremba
Notary Public
Notary Public, State of New Hampshire
My Commission Expires May 04, 2027

LANDLORD

By: William Bean

Date: 2/12/25

Commissioner
New Hampshire Department of Transportation

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on March 12, 2025.

OFFICE OF THE ATTORNEY GENERAL

By: Ronald P
Attorney

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

TENANT

By: Andrea Orzechowski
Secretary/Treasurer
Print Name and Title East Bluff Highlands Assoc

Date: 9/3/2024

STATE OF New Hampshire
COUNTY OF Belknap

On 9/3/24, before the undersigned officer personally appeared Andrea Orzechowski known to me (or satisfactorily proven) to be the Secretary/Treasurer 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.

September 3 2024
Date

Notary Public

Betty L Zaremba
Notary Public, State of New Hampshire
My Commission Expires May 04, 2027

LANDLORD

By: William Beer
Commissioner
New Hampshire Department of Transportation

Date: 2/12/25

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on March 12, 2025.

OFFICE OF THE ATTORNEY GENERAL

By: Robert R
Attorney

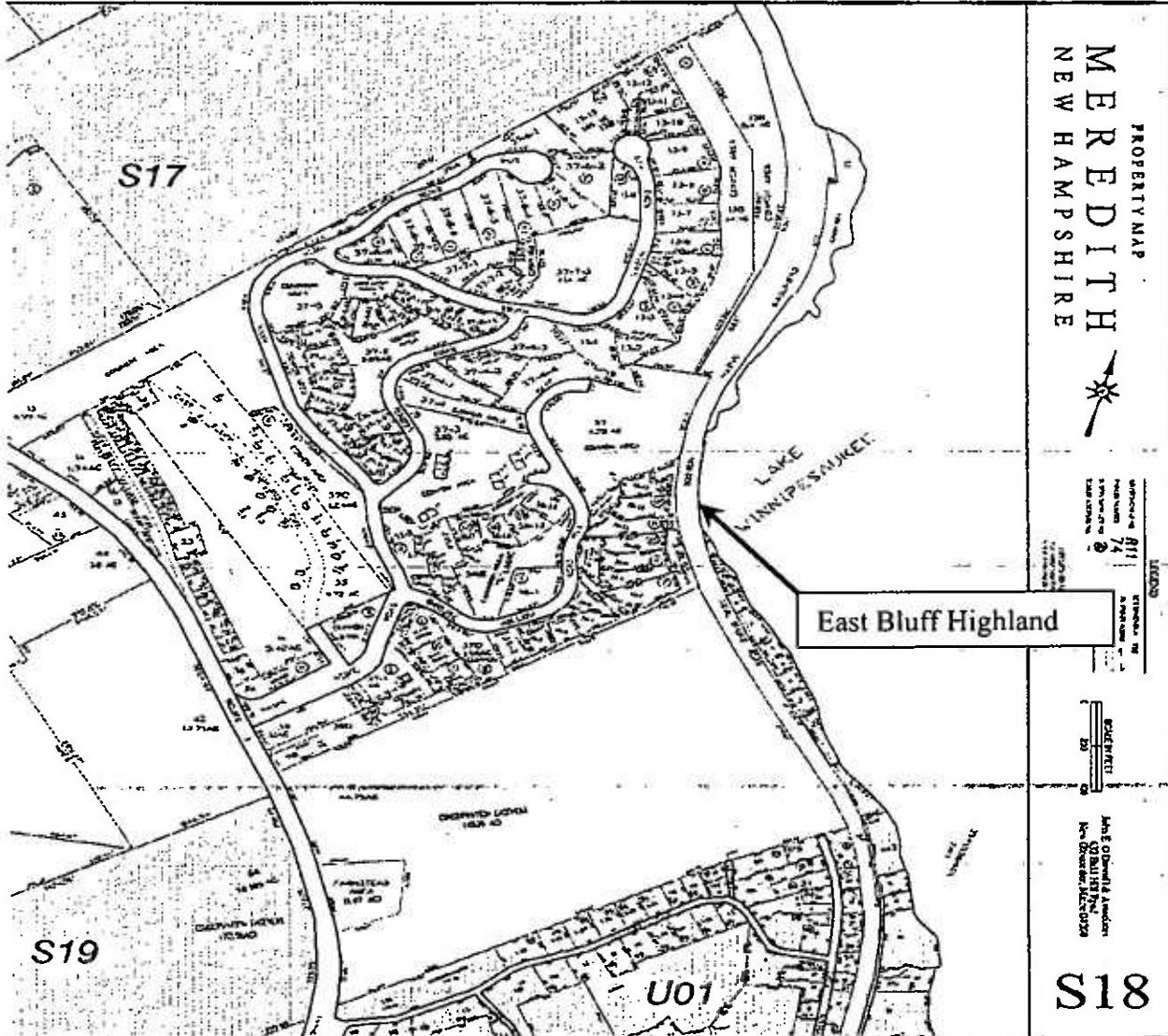
Approved by Governor and Council on _____, 20____, Item # _____.

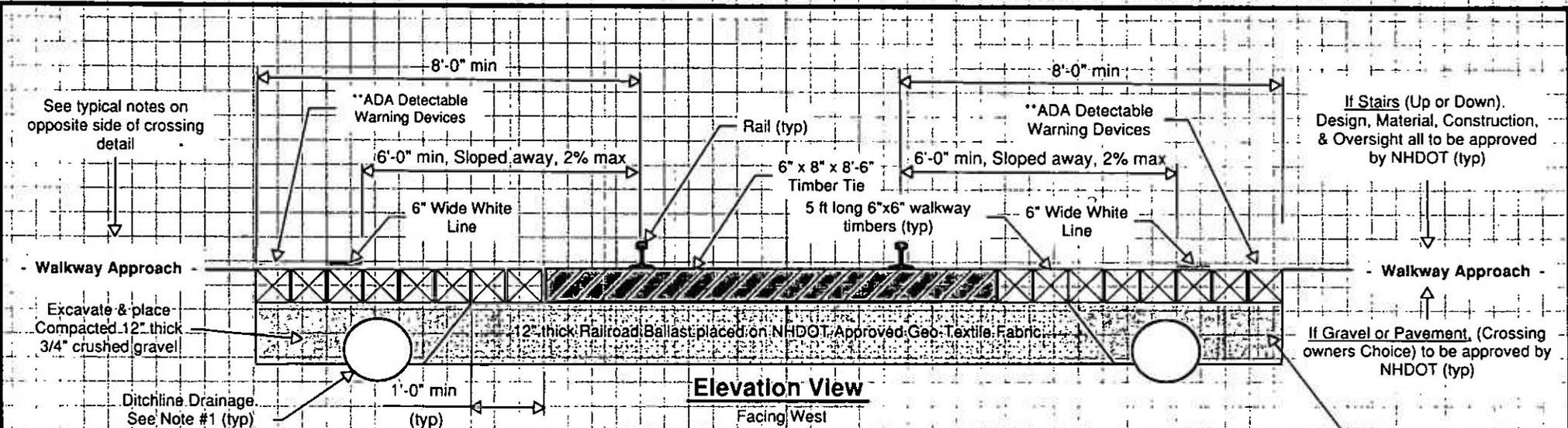
ATTEST: _____
Secretary of State

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.

a. 1 Tax Map East Bluff Highland Association





Elevation View



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 7-2-2024
 Chuck Corliss NHDOT 603-271-3465
 Charles.A.Corliss@DOT.NH.GOV

Meredith MP C36.37
 Pedestrian Timber Crossing Detail
 East Bluff/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

Sheet 1 of 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.

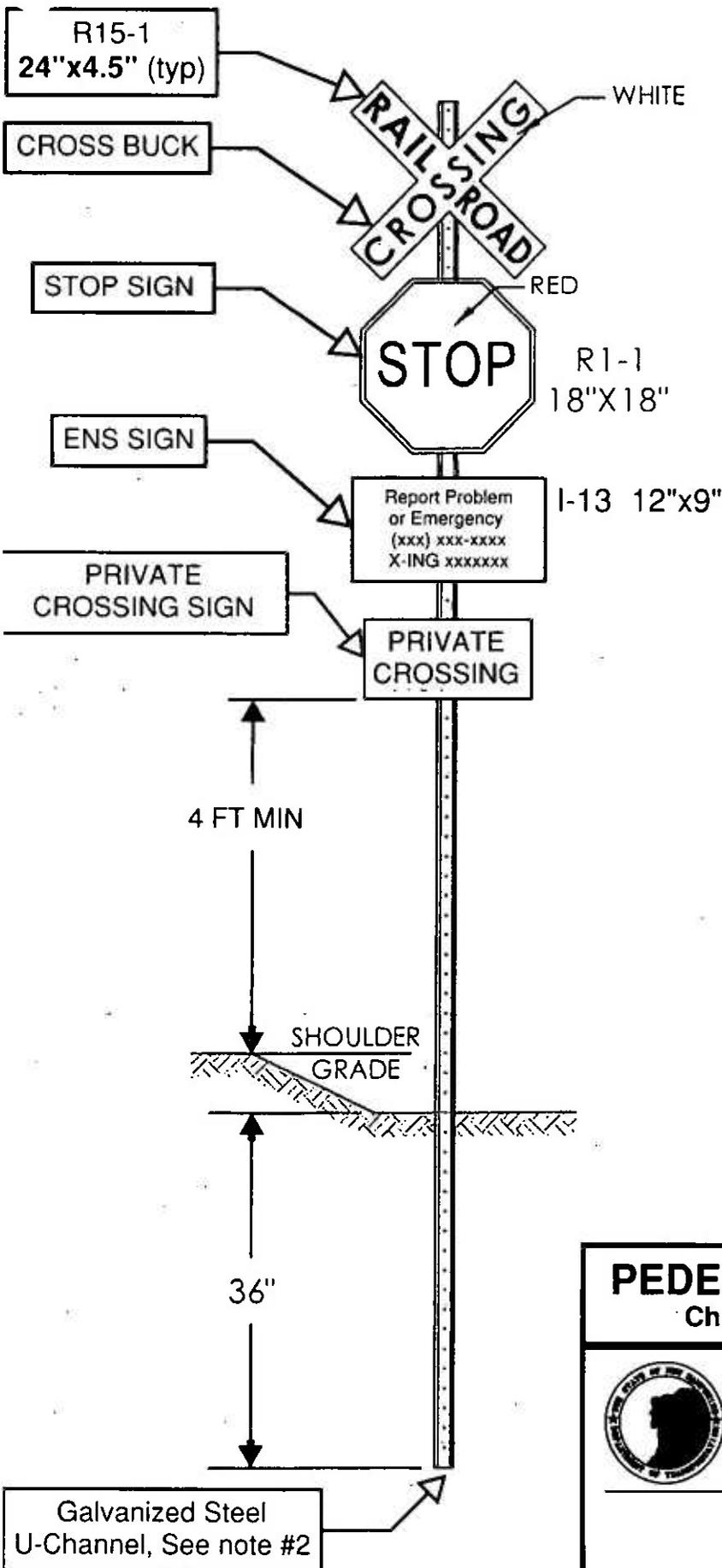
3. Private Crossing Sign: 18" x 7", 1/4" wide x 2" high black letters on white background. 0.080" thick Aluminum (6061-T6)

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

Plan Sheet 1 of 1

MEREDITH, N.H.

Grouse Point

Concord-Lincoln
Railroad Corridor

$D = 3^{\circ}30'1$

East Bluff Crossing
Location (to Dock)
MP C36.37

Stationing 1915+30 to 1915+88

$D = 2^{\circ}06'$

$D = 1^{\circ}35'$

$D = 5^{\circ}30'$

$D = 6^{\circ}08'$

Title: Location (East Bluff) Valuation 21/72

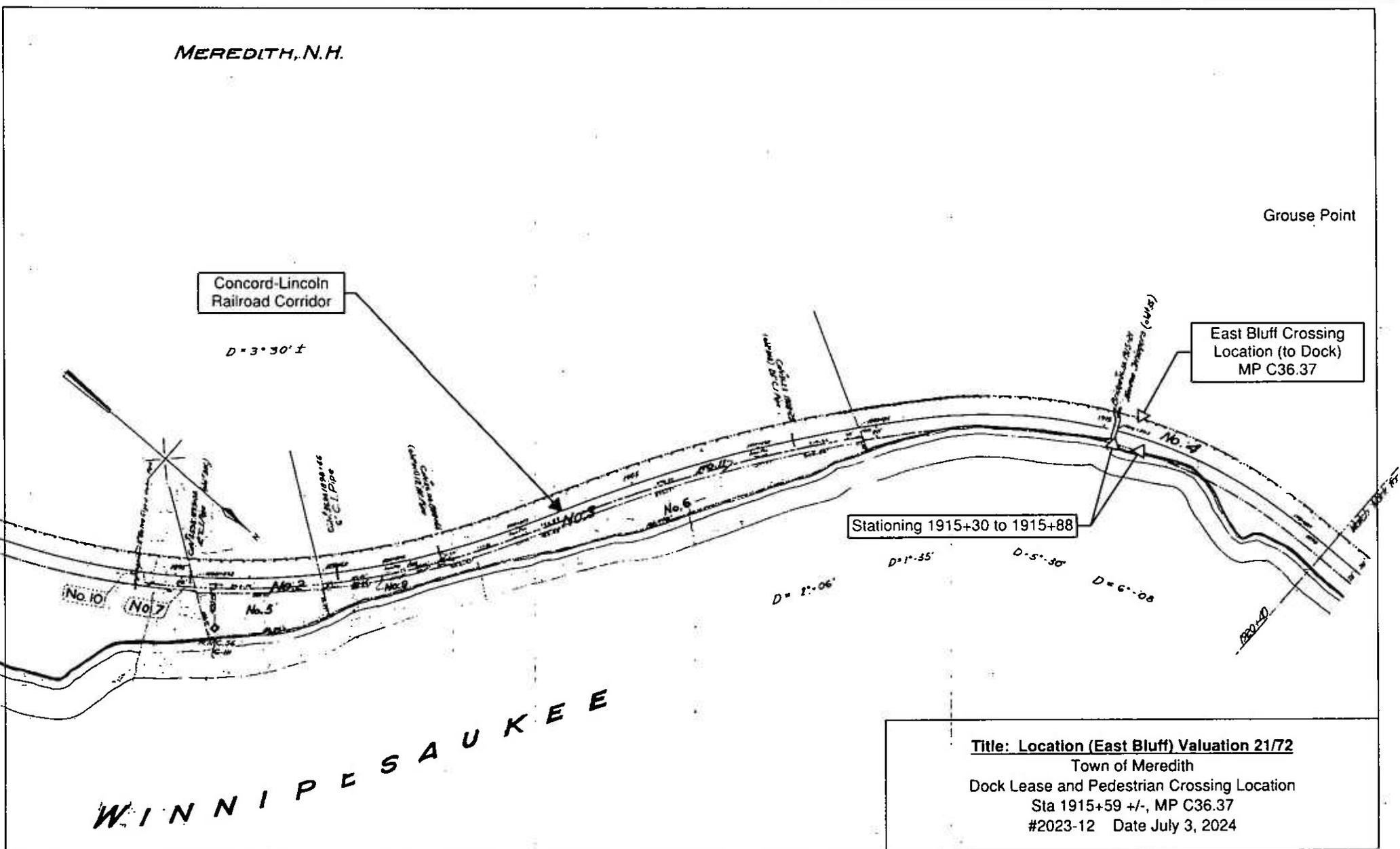
Town of Meredith

Dock Lease and Pedestrian Crossing Location

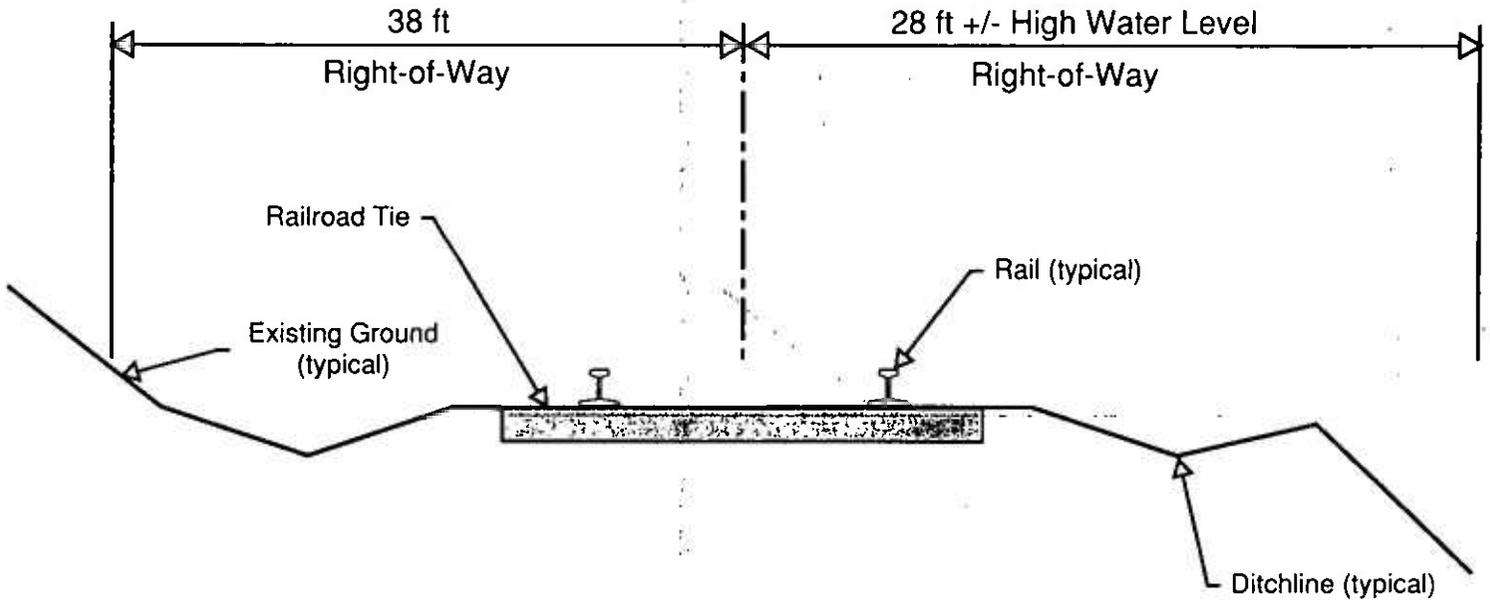
Sta 1915+59 +/-, MP C36.37

#2023-12 Date July 3, 2024

WINNIPESAUKEE



New Hampshire DOT Right-of-Way



Railroad Cross Section

Not to Scale

Facing North
MP C36.37
Station 1915+59
Valuation Section 21, Sheet 72

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: July 1, 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

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 al. 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

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

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	
2010 running foot price established under statute (RSA 228:57-a) & accordingly adjusted every five (5) years based on Consumer Price Index (CPI).			

TITLE XX

TRANSPORTATION

CHAPTER 228

ADMINISTRATION OF TRANSPORTATION LAWS

Railroads and Other Common Carriers

Section 228:57-a

228:57-a Leasing Certain Portions of Railroad Properties. –

I. Notwithstanding RSA 228:57, portions of real estate owned by the state and managed by the bureau of rail and transit in the department of transportation that are on the shores of public waters, as defined by RSA 271:20, may be leased for private, noncommercial use by owners of adjacent residentially developed properties that are either fully constructed or for which owners can demonstrate incurring substantial liabilities in a reasonable good faith reliance on the absence of controlling law or regulation, known as vested rights, prior to January 1, 2011, and that are separated from the shore only by the railroad land, as long as such use does not interfere with railroad operations. The following shall constitute sufficient evidence of vested rights:

(a) The activities are specifically identified in a building permit application that has been approved by the appropriate municipal board or official with authority over building permits prior to January 1, 2011; or

(b) At a minimum, a concrete foundation, or its equivalent, for the primary structure was installed prior to January 1, 2011.

I-a. Any property owner meeting the requirements of this section may request in writing to be allowed to lease such property from the state. However, when the adjacent property is owned by more than one individual, such as a condominium association, the association, only as a single entity, may request the lease. In no case shall more than one access point to the leased property be allowed.

II. The provisions of RSA 4:40, requiring first offering the land for lease to political subdivisions, shall not apply to this section. However, leases shall continue to be approved by the long range capital planning and utilization committee, with advice from the council on resources and development, before final approval by the governor and council.

II-a. A lease agreement under this section for the sole purpose of installing a dock or mooring shall only be made subject to the acquisition by the lessee of a dock permit from the department of environmental services or a mooring permit from the department of safety, respectively. Such a lease agreement shall state that if the dock or mooring permit is denied or revoked, the lease shall be terminated.

III. Leases shall be for a period of not more than 5 years.

IV. For new leases or renewals of existing leases on and after January 1, 2010, the cost of the lease shall be \$30 per running foot per year, paid annually; provided, however, that the cost per running foot for such leases shall be adjusted by the department every 5 years according to the Consumer Price Index as determined by the Bureau of Labor Statistics.

V. Leases may be renewed after the initial lease period has expired, provided that the use of the leased property has and will remain noncommercial and private, payments have been made by the lessee according to the lease, and the activity of the railroad remains at approximately the same level

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.

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 EASTBLUFF VILLAGE ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 03, 2016. 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: 745503

Certificate Number: 0006732741



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of July A.D. 2024.

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

David M. Scanlan
Secretary of State

East Bluff Highlands
Initial AD

East Bluff village
Initial SE

CERTIFICATE OF VOTE

I, Bonnie C. Marshall do hereby certify that:

1. I am a duly elected Secretary for East Bluff Village Association, Inc.
2. The following are true copies of the two resolutions duly adopted at a meeting of the Board of Directors and members of East Bluff Village Association, Inc. duly held on September 14, 2024.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Transportation, for the provision of acquiring a lease for a pedestrian crossing over the State-owned Railroad Corridor used by the Plymouth & Lincoln Railroad located in Meredith pursuant to the June 25, 2016 lease agreement.

RESOLVED: That Stephen Edwards, member of the Board of Directors for East Bluff Village Association, Inc.

was authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and was in full force and effect on the 3rd day of September, 2024.
4. Stephen Edwards is the duly elected member of the Board of Directors of East Bluff Village Association Inc.

Bonnie C. Marshall
Secretary of East Bluff Village Association, Inc.

STATE OF NEW HAMPSHIRE
County of Belknap

The foregoing instrument was acknowledged before me on this 16th day of September, 2024 by Bonnie C. Marshall, Secretary of East Bluff Village Corporation.

Cathleen M. Sleeper
(Notary Public/Justice of the Peace)

Commission Expires: March 3, 2026

CATHLEEN M. SLEEPER
* NOTARY PUBLIC - NEW HAMPSHIRE *
My Commission Expires March 3, 2026

East Bluff Village

East Bluff Highlands
Trust (INC)



MMG INSURANCE COMPANY

44 Maysville Road
Presque Isle, Maine 04769

COMMERCIAL PACKAGE POLICY

Policy No. CP12185878

DECLARATIONS

Policy Type

Policy Period (ANNUAL)

RENEWAL

2024 To 12/12/2025 12:01 A.M. Eastern Standard Time

Form of Business: Corporation

Named Insured
EAST BLUFF VILLAGE ASSOCIATION INC
C/O HOAEZ
PO BOX 421150
MINNEAPOLIS MN 55442

Agent 758 28 603-524-2425
CROSS INSURANCE, INC - NEW HAMPSHIRE
DBA CROSS INSURANCE - LACONIA
155 COURT ST
LACONIA NH 03246

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

This Coverage Part consists of this Declarations Form, the Common Policy Conditions, the Commercial General Liability Form and the Endorsements indicated as applicable.

Coverages Provided - Limits of Insurance

GENERAL AGGREGATE LIMIT(OTHER THAN PRODUCTS COMPL OPS)	\$2,000,000
PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
RE DAMAGE LIMIT	\$100,000 Any One Fire
ADDITIONAL EXPENSE LIMIT	\$5,000 Any One Person

Insured Location(s)"

3 US ROUTE 3 S MEREDITH, NH 03253

Loc#001

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE	ADVANCE PREMIUM	
				PR/CO	ALL OTHER
HOMEOWNERS ASSO	68500	U+)18	Various	INCLUDED	\$1,226

Total Premium for This Coverage Part \$1,226

TERMS/ENDORSEMENTS APPLICABLE: See Common Policy Declarations



MMG INSURANCE COMPANY

44 Maysville Road
Presque Isle, Maine 04769

COMMERCIAL PACKAGE POLICY

Policy Type
RENEWAL

DECLARATIONS

Policy No. CP12185878
Policy Period (ANNUAL)
12/12/2024 To 12/12/2025 12:01 A.M. Eastern Standard Time
Form of Business: Corporation

Named Insured
EAST BLUFF VILLAGE ASSOCIATION INC
C/O HOAEZ
PO BOX 421150
MINNEAPOLIS MN 55442

Agent 758 28 603-524-2425
CROSS INSURANCE, INC - NEW HAMPSHIRE
DBA CROSS INSURANCE - LACONIA
155 COURT ST
LACONIA NH 03246

SCHEDULE OF ENDORSEMENT ADDITIONAL INFORMATION

32026 (11-85) Additional Insured - Designated Person or Organization

Name of Person(s) or Organization(s):
THE GROUSE POINT CLUB
45 GROUSE HOLLOW RD MEREDITH, NH 03253

Name of Person(s) or Organization(s):
STATE OF NEW HAMPSHIRE
& PLYMOUTH & LINCOLN RAILROAD PO BOX 483 CONCORD, NH 03302

Name of Person(s) or Organization(s):
NORTH POINT MANAGEMENT
55 LAKE ST 4TH FL STE 7 NASHUA, NH 03060

39922 (04-03) Loss Payable

PREM #	BLDG #	DESCRIPTION OF PROPERTY
1	1	Loss Payee
Loss Payable: AVIDIA BANK		
		ISAOA ATIMA 42 MAIN ST HUDSON MA 01749-2183



**COMMERCIAL PACKAGE POLICY
 DECLARATIONS**

Policy Type
RENEWAL

Policy No. CP12185878
 Policy Period (ANNUAL)
 1/1/2024 To 12/12/2025 12:01 A.M. Eastern Standard Time
 Form of Business: Corporation
 Named Insured
 WEST BLUFF VILLAGE ASSOCIATION INC
 C/O HOAEZ
 P.O. BOX 421150
 MINNEAPOLIS MN 55442

Agent 758 28 603-524-2425
 CROSS INSURANCE, INC - NEW HAMPSHIRE
 DBA CROSS INSURANCE - LACONIA
 155 COURT ST
 LACONIA NH 03246

COMMERCIAL PACKAGE POLICY FORMS LIST

POLICY FORMS

FORM TITLES

00 13 12 07	Policyholder Disclosure for Terrorism
00 01 10 01	Commercial General Liability Coverage Form
20 02 11 85	Additional Insured - Club Members
20 26 11 85	Additional Insured - Designated Person or Organization
21 32 05 09	Communicable Disease Exclusion -Commercial General Liability Coverage
21 46 07 98	Abuse or Molestation Exclusion
21 47 10 93	Employment - Related Practices Exclusion
21 51 09 89	Amendment of Liquor Liability Exclusion - Exception for Scheduled Activities
21 67 04 02	Fungi or Bacteria Exclusion
21 87 01 07	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
21 88 01 07	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
21 96 03 05	Exclusion - Silica or Silica-Related Dust
33 76 05 09	Communicable Disease Exclusion - Products/Completed Operations Liability Coverage
00 10 04 02	Building and Personal Property Coverage Form
00 90 07 88	Commercial Property Conditions
01 02 12 02	New Hampshire Changes
01 21 06 95	Standard Fire Policy Provisions
01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
04 31 04 02	Changes - Fungus, Wet Rot, Dry Rot and Bacteria
10 30 04 02	Causes of Loss - Special Form
10 32 08 08	Water Exclusion Endorsement
99 22 04 03	Loss Payable
00 17 11 98	Common Policy Conditions
00 20 11 85	Effective Time Changes
00 21 07 02	Nuclear Energy Liability Exclusion Endorsement
01 35 12 02	New Hampshire Changes - Cancellation and Nonrenewal
01 45 01 08	New Hampshire Changes - Civil Union
01 87 07 02	New Hampshire Changes - Concealment, Misrepresentation or Fraud
09 35 07 01	Exclusion of Certain Computer-Related Losses
09 95 01 07	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
09 96 01 07	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)

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 EASTBLUFF HIGHLANDS ASSOCIATION (SECTION A) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1970. 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: 61289

Certificate Number: 0006812633



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of November A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

EAST BLUFF HIGHLANDS ASSOCIATION

CERTIFICATE OF VOTE

I, Thomas Mather, do hereby certify that I am the duly elected President of East Bluff Highlands Association. I hereby certify the following is a true copy of a vote taken at a meeting of the Membership of the East Bluff Highlands Association, duly called and held on September 1, 2024, at which a quorum of the Board was present and voting.

Voted: That Andrea Orzechowski is duly authorized to enter into a specific Dock Lease and Pedestrian Crossing Agreement with the State of New Hampshire, through the Department of Transportation, Bureau of Rail & Transit and further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and was in full force and effect as of September 3, 2024 and that Andrea Orzechowski is duly elected Secretary/Treasurer of the East Bluff Highlands Association.

DATED: 1/30/25

ATTEST: [Signature]

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap

On, Jan 30th 2025 before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Secretary of the corporation identified in the foregoing certificate, and acknowledged that he executed the foregoing certificate.

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

1/30/2025
Date

Rebecca Shosa
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/03/2025

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).

PRODUCER Cross Insurance-Laconia 155 Court Street Laconia NH 03246	CONTACT NAME: Ann Hebert PHONE (A/C, No, Ext): (603) 524-2425 E-MAIL ADDRESS: ann.hebert@crossagency.com	FAX (A/C, No): (603) 524-3666
	INSURER(S) AFFORDING COVERAGE	
INSURED East Bluff Highlands Association Attn: Andrea Orzechowski 1 Wilkin Ring Hooksett NH 03106	INSURER A: Hanover Ins Co.	NAIC # 22292
	INSURER B: Continental Casualty Co	20443
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2473082832 **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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	ZHV 8796380 14	08/30/2024	08/30/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						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	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors and Officer Liability			0250756910	09/08/2024	09/08/2025	Each Occurrence 1,000,000 Aggregate 1,000,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Master Policy provides coverage as stipulated in the Association Documents. PLEASE NOTE THAT THESE ARE FREE STANDING SINGLE FAMILY HOMES AND IT IS THE RESPONSIBILITY OF EACH OWNER TO INSURE THE STRUCTURE. THE ASSOCIATION PROVIDES LIABILITY COVERAGE FOR COMMON AREAS. THERE ARE 19 UNITS IN THIS ASSOCIATION. Certificate Holder is an Additional Insured with respect to Commercial General Liability only.

CERTIFICATE HOLDER NH Dept. of Transportation, Plymouth & Lincoln Railroad 7 Hazen Drive Concord NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



EAST BLUFF HIGHLANDS
ASSOC.

ZHV 8796380 14

CROSS INSURANCE - LACONIA

Commercial General Liability Coverage Part Declaration

Audit Frequency:	Annual	
Limits of Insurance:		
General Aggregate Limit		\$4,000,000
Products-Completed Operations are Included in the General Aggregate Limit		
Each Occurrence Limit		\$2,000,000
Personal and Advertising Injury Limit		\$2,000,000
Damage to Premises Rented to You Limit		\$500,000
Medical Expense Limit, Any One Person		\$10,000
General Liability Deductible:		
Total Advance Commercial General Liability Premium		\$3,987.00

THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III - LIMITS OF INSURANCE FOR DETAILS

Forms Applicable to General Liability Coverage Parts:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
421-0022	12/90	Asbestos Liability Exclusion
421-0307	10/03	Change Endorsement Form
421-0814	12/09	Exclusion- Personal And Advertising Injury From Internet Activities
421-0820	12/09	Exclusion- Infringement Of Copyright, Patent, Trademark Or Trade Secret - Changes
CG 00 01	04/13	Commercial General Liability Coverage Form - Occurrence
CG 00 62	12/02	War Liability Exclusion
CG 01 12	06/15	New Hampshire Changes
CG 01 52	04/17	New Hampshire Changes - Premium Audit Condition
CG 20 17	10/93	Additional Insured - Townhouse Associations
CG 20 26	04/13	Additional Insured - Designated Person or Organization
CG 21 06	05/14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG 21 29	04/13	New Hampshire Amendment Of Liquor Liability Exclusion - Exception For Scheduled Activities
CG 21 47	12/07	Employment - Related Practices Exclusion
CG 21 49	09/99	Total Pollution Exclusion Endorsement
CG 21 51	04/13	Amendment of Liquor Liability Exclusion - Exception For Scheduled Premises Or Activities
CG 21 54	01/96	Exclusion - Designated Operations Covered by a Consolidated (Wrap - Up) Insurance Program
CG 21 67	12/04	Fungi or Bacteria Exclusion
CG 21 70	01/15	Cap On Losses From Certified Acts of Terrorism
CG 21 76	01/15	Exclusion of Punitive Damages Related To A Certified Act Of Terrorism



EAST BLUFF HIGHLANDS ASSOC.

ZHV 8796380 14

CROSS INSURANCE - LACONIA

Forms Applicable to General Liability Coverage Parts:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
CG 21 86	12/04	Exclusion - Exterior Insulation and Finishing Systems--
CG 22 34	04/13	Exclusion - Construction Management Errors and Omissions
CG 22 50	04/13	Exclusion - Failure To Supply
CG 22 79	04/13	Exclusion - Contractors - Professional Liability
CG 26 55	11/08	New Hampshire Changes - Amendment Of Representations Condition
CG 27 19	07/09	New Hampshire Employee Benefits Liability Coverage



EAST BLUFF HIGHLANDS ASSOC.

ZHV 8796380 14

CROSS INSURANCE - LACONIA

General Liability of Additional Interest

Location: 1

Designated Person/Org CG2026

GROUSE POINT COMMUNITY
ASSOCIATION, GPC MANAGEMENT
OFFICE, 45 GROUSE HOLLOW ROAD
MEREDITH NH 03253

Location: 1

Designated Person/Org CG2026

NH DEPT OF TRANSPORTATION
PLYMOUTH & LINCOLN RAILROAD
7 HAZEN DRIVE
CONCORD NH 03302



CYBER DECLARATIONS

CLAIMS-MADE WARNING

THIS COVERAGE PART INCLUDES COVERAGES WRITTEN ON A CLAIMS-MADE BASIS SUBJECT TO ITS TERMS. CLAIMS-MADE COVERAGE APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE "INSUREDS" DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

"DEFENSE EXPENSES" WITHIN LIMITS AND DEDUCTIBLE

THE LIMITS OF LIABILITY WILL BE REDUCED AND CAN BE COMPLETELY EXHAUSTED BY THE PAYMENT OF COVERED "DEFENSE EXPENSES". IN THE EVENT THAT THE LIMIT OF LIABILITY IS EXHAUSTED, THE "INSURER" SHALL NOT BE LIABLE FOR "DEFENSE EXPENSES", JUDGMENTS OR SETTLEMENTS IN EXCESS OF THE APPLICABLE LIMIT. INSURING AGREEMENTS A. AND B. ARE SUBJECT TO DEDUCTIBLE AMOUNTS STATED IN THE DECLARATIONS. AMOUNTS INCURRED FOR "DEFENSE EXPENSES" ARE SUBJECT TO THE APPLICABLE DEDUCTIBLE.

Policy Number	Coverage is provided by:
ZHV 8796380 14	The Hanover Insurance Company <i>(A Stock Company)</i> 440 Lincoln Street Worcester, MA 01653-0002
Item 1. NAMED INSURED:	
EAST BLUFF HIGHLANDS ASSOC. ATTN: ANDREA ORZECOWSKI 1 WLKIN RING HOOKSETT NH 03106	
Item 2. POLICY PERIOD	
Inception Date: 08/30/2024 Expiration Date: 08/30/2025 (12:01 AM standard time at the address shown in Item 1.)	
Item 3. AGGREGATE LIMIT OF LIABILITY FOR THIS COVERAGE PART	
Maximum Aggregate Limit of Liability	\$50,000