



State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF FORESTS & LANDS

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-2214 Fax: 603-271-6488
 TDD Access: Relay NH 1-800 735-2964
 nhdf.dncr.nh.gov



53^{jj}

May 7, 2025

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Natural and Cultural Resources (Lessor) to enter into a Lease Agreement (Lease) with Robert F. and Carol Spoerl (Lessee) in the amount of \$21,600 to reside at the state-owned Ballard House property located at 242 Island Pond Road, Derry, NH, effective upon Governor and Council approval for the period of July 1, 2025, through June 30, 2028.
2. Further, authorize the Department of Natural and Cultural Resources to accept a one-time security deposit of \$500, effective upon Governor and Council approval.

Funds will be deposited into the following account:

03-035-035-351010-405688-35400000, <u>Taylor Mill</u>	<u>FY2026</u>	<u>FY2027</u>	<u>FY2028</u>
	\$7,200	\$7,200	\$7,200

EXPLANATION

Ballard State Forest is a 71-acre property that includes a sawmill (Taylor Sawmill) and a caretaker's house. The Forest and buildings are managed by the Division of Forests and Lands - Planning and Community Forestry Bureau.

Pursuant to RSA 99:2-a, "No classified employee shall receive any maintenance or payment in lieu thereof from the state, provided however that if quarters are available at any state institution or on any state property the department head thereof may assign to a classified employee such quarters, furnished or unfurnished, including only any or all of the following utilities: heat, fuel, gas, electricity and water, and provided further that a department head of a state agency which serves prepared meals may permit any classified employee to purchase such meals. Such employee shall reimburse the state for such quarters [...]"

Upon approval, this requested Lease would allow Mr. Spoerl, an employee of the Department of Natural and Cultural Resources, to occupy the caretaker's house in exchange for the payment listed above. As part of the Lease, Mr. Spoerl is additionally responsible for maintaining the lawn on the premises, cleaning the heating

system once per year and keeping the premises in an overall safe and sanitary condition. All utility costs will be paid by Lessee.

The Attorney General's Office has reviewed and approved this agreement as to form, substance and execution.

Respectfully submitted,

 (SLS)

Sarah L. Stewart
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL & CULTURAL RESOURCES

"LESSOR"

AND

Robert F. Spoerl
Carol Spoerl

"LESSEE"

Ballard House
242 Island Pond Road
Derry, NH 03038

THIS LEASE AGREEMENT, made between **The State of New Hampshire Department of Natural and Cultural Resources**, duly authorized through the Director, Division of Forests & Lands hereinafter called the "Lessor," and Robert F. and Carol Spoerl, hereinafter called the "Lessee."

WHEREAS, the Lessor is the owner of the hereinafter described property, which is not immediately required by the Lessor in connection with Ballard State Forest and Taylor Sawmill, and has been requested by the Lessee to lease the property, on an "as is" basis.

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

NOW, THEREFORE, THIS LEASE AGREEMENT 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 Lessee of each and every term and condition herein set forth, the Lessor hereby leases and demises to the Lessee the Premises located at:

242 Island Pond Road, Derry, NH 03038

2. TERM

2.01 The term of this Lease shall begin on July 1, 2025, and shall end on June 30, 2028, unless terminated sooner in accordance with the provisions of this Lease.

3. SECURITY DEPOSIT AND RENT

3.01 The Lessee agrees to pay to the Lessor, as a Security Deposit for the demised premises, the sum of **\$500 (five hundred dollars)** to secure the performance of the Lessee's obligation hereunder. The Lessor may at its option set-off all or portions of the deposit to pay for damages caused by any breach of the Lessee's obligations hereunder. The Lessee shall not have the right to apply the security deposit in payment of any past-due rent.

3.02 "Per RSA 540-A:6, any conditions in the rental unit in need of repair or correction shall be noted on the Security Deposit receipt or otherwise given to the Lessor within 5 days of occupancy. Except as noted on this receipt, or otherwise provided to the landlord in writing within 5 days of occupancy, the tenant accepts the unit as free from defects or items requiring repair.

3.03 Rent shall be **\$600.00 (six hundred dollars)** per month payable in advance, due upon the first day of each calendar month, made payable to "TREASURER, STATE OF NH" and mailed or delivered to the following address: NH DNCR Attn: Business Office, 172 Pembroke Road, Concord, NH 03301. If the total rental amount is not paid within ten (10) days after the due date, the Lessee agrees to pay a late charge of \$25.00.

3.04 *Per RSA 72:23, I(b), the Lessee is solely responsible for any and all current and potential properly assessed real and personal property taxes no later than the due date, including any real or personal property taxes on improvements added by the Lessee. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Lessor. To comply with this law, the Lessor will use a portion of the rent to pay all such personal and real estate taxes. If the failure of the Lessee to make timely rent payments results in the Lessor's inability to pay the taxes when due, the Lessor may terminate the lease as described above. The Lessee is required to forward to the Lessor any information or communications from the taxing authority within 5 days of the Lessee's receipt of such information or communications.

4. QUIET ENJOYMENT

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

5. USE OF PREMISES & COMPLIANCE WITH LAWS

5.01 The Premises shall be used and occupied by the Lessee exclusively as a personal residence, and neither the Premises nor any part thereof shall be used at any time during the term of this Lease by the Lessee for the purpose of carrying on any business, profession, or trade of any kind or use made thereof which will be unlawful, improper, noisy, or offensive or contrary to any law or municipal By-law or Ordinance in force in the city or town in which the Premises is situated. The Lessee shall comply with all the laws, ordinances, rules and orders of appropriate governmental authorities affecting cleanliness, occupancy, and preservation of the demised premises during the term of this lease.

5.02 Lessee acknowledges that the following additional adult(s) currently live in the house. No other adults or children are allowed to reside in the house. The Lessee shall be solely responsible for the actions of all residence of the house.

<u>Name</u>	<u>Relationship to Lessee</u>	<u>Age</u>
EDWARD SPOERL	SON	42

5.03 The Lessee may keep his/her pets that are currently and personally owned by and residing with the Lessee for the life of the pet, or until the pet is permanently removed from the property. The Lessee shall not replace or add any pets or other animals without the prior written consent of the Lessor. The Lessee shall identify each pet below:

<u>Number</u>	<u>Type of Pet (e.g. dogs, cats, birds, etc.)</u>	<u>Breed of Pet (e.g. terrier, lab, pit pit bull, etc.)</u>

The Lessor reserves the right to deny any and all pets and other animals requested by the Lessee. The Lessor shall notify the Lessee in writing within 15 days of receipt of the request should a pet or other animal be denied to remain onsite. The Lessee shall remove the pet or other animal within 15 days of receipt of notification.

5:04 No Lessee, visitor, or invitee of Lessee may park any motorized vehicles on the lawn area or any other area which is not designated specifically for parking. No unregistered motorized vehicles shall be stored upon the Premises. No oversized motor vehicles such as campers, buses, farm or construction equipment shall be stored on the Premises.

5:05 The Lessor, or any of its duly authorized agents, at any reasonable time may examine and inspect any and all property located and situated on and in the premises of the "Ballard House."

5:06 Lessee agrees that, upon termination of this agreement, personal effects belonging to the Lessee shall be removed from the "Ballard House" by the Lessee, his heirs, executors, or assigns.

5:07 Lessee agrees to notify the Director of the Division of Forests and Lands, in writing, 60 days prior to vacating the property.

5:08 Lessee acknowledges receipt of the pamphlet, "Protect your family from lead in your home." lead paint disclosure in Appendix A.

6. MAINTENANCE OF PREMISES

6.01 The Lessee shall, at his/her own expense, maintain the Premises in a clean, sanitary and safe manner.

6.02 The Lessee is responsible for having the heating system (except electric) cleaned on an annual basis and that all smoke detectors and fire extinguishers remain operable. The Lessor agrees to replace the fire extinguishers upon notification of the Lessee.

6.03 Lessee agrees to mow the lawn at least every two weeks during the growing season and clear the driveway as needed during the winter months at Lessee's expense.

6.04 The Lessee shall be responsible for any damage caused during this tenancy. The Lessee shall return the Premises and furnishings to the Lessor "broom clean" and empty, in as good order, condition and repair as when received, ordinary wear and tear excepted. Burns, stains, holes and tears are not considered ordinary wear and tear.

7. DAMAGE TO PREMISES

7.01 If the Premises are damaged so as to render it 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 Lessee or its invitees, then only the Lessor shall have the right to terminate the Lease. Should the right to terminate be exercised, the rent for the current month shall be prorated between the parties as of the date the damage occurred. If the lease is not terminated, then the Lessor shall repair the Premises; provided, however, that Lessee shall bear the reasonable cost of repairs for damage and destruction attributable to the acts or omissions of Lessee or its invitees.

8. ALTERATION AND IMPROVEMENTS

8.01 The Lessee shall make no alterations to the Premises or construct any building or make other improvements on the Premises without the prior written consent of the Lessor. All alterations to include painting, papering changes, or improvements, constructed, or placed on the Premises by Lessee, with the exception of fixtures removable without damage to the Premises and moveable personal property, shall, unless otherwise provided by written agreement between the Lessor and the Lessee, be the property of the Lessor and remain on the demised Premises at the expiration or sooner termination 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 repair, alterations, improvements, or to supply necessary or agreed services, or to exhibit the Premises to prospective purchasers or Lessees, contractors, or others, or when the Lessee has abandoned or surrendered the Premises, or whenever necessary to determine the condition of the Premises. Whenever practical, the Lessor shall provide the Lessee with 24 hours' notice prior to entry. Any indication of Lease violations may be grounds of immediate eviction action.

10. ASSIGNMENT AND SUBLETTING

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

11. UTILITIES

11.01 The Lessee agrees to pay all utility costs (heat, electricity, telephone, internet, water, etc.) associated with the "Ballard House."

12. DANGEROUS MATERIALS

12.01 With the exception of lessee's gasoline or other inflammable liquids which shall be kept in the lessee's outdoor shed, there shall be no other articles or things of a dangerous,

inflammable, or explosive character that might unreasonably increase the danger of fire or injury on the Premises or that might be considered hazardous, extra hazardous, or unlawful.

13. INSURANCE AND BUSINESS DOCUMENTATION

13.01 During the term of the Lease, the Lessee, at his/her own expense, shall obtain renter's insurance that covers the replacement cost of their personal possessions. The Lessee shall provide to the Lessor a certificate of insurance demonstrating that the required coverage has been obtained.

13.02 All adult tenants shall be named on the certificate of insurance, and/or have their own policies and coverage.

14. HOLDOVER BY LESSEE

14.01 No holdover by Lessee will be permitted. The Lessor and Lessee must execute a new lease upon expiration of an existing lease in order for a Lessee to remain in possession of the Premises.

15. DEFAULT

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

16. TERMINATION OF LEASE FOR CAUSE

16.01 In the event that the Lessee 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 Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected with ten (10) days of written notice by the Lessor to the Lessee 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 Lessee and this Lease and the Term hereunder shall terminate and upon such termination Lessor 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 violations of the terms of this lease, the Lessor 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 and the Lessee hereby covenant and agrees to pay.

17. TERMINATION FOR CONVENIENCE

17.01 The Lessor may terminate the Lease at any time by giving sixty (60) days' notice thereof in writing and may take full and complete possession of the Premises hereby leased, at the end of said sixty (60) day period with no further liability of any nature whatsoever to the Lessee for doing so. Should the Lessor terminate this Lease Agreement by giving the sixty (60) days' notice during any period for which a full month's rent has already been paid, the Lessor will reimburse the Lessee for the *pro rata* proportion of the remaining number of days for which rent has been paid in advance but during which the Lessee will no longer occupy the Premises.

17.02 The Lessee may terminate this Lease Agreement at any time by giving at least thirty (30) days' notice in writing, specifying in said notice the date and time of day on which possession of the Premises will be surrendered. The Lessee shall not vacate or leave the Premises unattended on the day of surrender until the Lessor's representative shall have sufficient time to check the Premises prior to taking formal possession thereof. In the event that the Lessee shall terminate this Lease Agreement 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 Lessee shall peacefully quit and surrender to Lessor the Premises together with all improvements, alterations, or additions made by Lessee which cannot be removed without damaging the Premises. Lessee shall remove all personal property and shall repair any damage caused by such removal. Lessee's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.

19. INDEMNIFICATION AND RELEASE FROM LIABILITY

19.01 The Lessee shall save the State of New Hampshire, its agents and employees, harmless from any and all claims or demands of any nature whatsoever from any person occupying, serving, or visiting the premises hereby leased, for any damage or injury sustained by said person by reason of the Lessee's failure to keep the premises in a safe and habitable condition.

20. DISCRIMINATION PROHIBITED

20.01 The Lessee hereby covenants and agrees that no person on the grounds of race, color, national origin, sex or sexual orientation, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.

20.02 In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Lease and to re-enter and repossess said Premises thereon and hold the same as if said Lease had never been issued.

21. MISCELLANEOUS

21.01 **Occupancy**. Lessee shall notify Lessor if the Premises will be unoccupied for more than fourteen (14) consecutive days.

21.02 **Noise**. The Lessee shall not cause or allow any unreasonably loud noise or activity in or on the Premises that may disturb the rights, comforts, and conveniences of other persons.

21.03 **Locks and Keys**. Lessee shall not change the locks or have additional keys made without the written consent of the Lessor.

21.04 **Landlord's Agents**. All rights and obligations of Lessor under this Lease may be performed or exercised by such agents as Lessor may select.

21.05 **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.

21.06 **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 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 Lessee.

21.07 **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.

21.08 **Unenforceable Terms**. If any terms of this Lease or any application thereof shall be invalid or unenforceable, the remainder of the Lease and any application of such term shall not be affected thereby.

21.09 **Entire Agreement**. This Lease embodied the entire Agreement and understanding between the parties hereto and supersedes all prior Agreements and understanding relating to the subject matter hereof.

21.10 **No Waiver of Sovereign Immunity**. No provision in this Lease is intended to be, or shall it be interpreted by either party to be a waiver of the State's sovereign immunity.

21.11 **Special Provisions**. Any special provisions or conditions to this Lease are contained in Appendix A (lead paint disclosure) hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

LESSOR:

The State of New Hampshire
Department of Natural and Cultural Resources

By: *Sarah Stewart* Date: 5/19/25
Commissioner

LESSEE:

By: *Robert Spaul* Date: MAY 18 2025

By: *Caril Spaul* Date: 5/18/2025

Approved by the Attorney General this 19th day of May 2025,
as to form, substance, and execution.

By: *Nathan Heather*
Assistant Attorney General

Approved By Governor and Council this ___ day of _____ 2025

By: _____