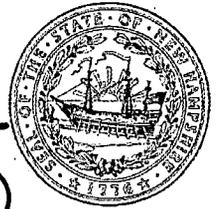




The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner



45

June 25, 2025

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to **RETROACTIVELY** renew the Lease Agreement (Lease) with the Town of Kingston (Town) per RSA 4:40 and Section 1 of the Lease. Update the Lease language and extending the termination date from January 1, 2025 to January 1, 2050, ensuring the continued use of 4.1 acres of state-owned property as a Town managed public area that supports local recreation. The Lease was approved by Governor and Council on July 14, 2000 (Item #68). This is a no-cost time extension.

**EXPLANATION**

We are requesting **retroactive** approval of renewing the Lease to provide the Town the opportunity to continue using approximately 4.1 acres of state-owned property on Tax Map R21, Lot 1. The property, acquired by the State in 1967 as part of the acquisition of the dam on the outlet of Kingston Lake (Great Pond), is located on the southeastern side of Main Street opposite the dam and boat ramp. The delay in requesting this renewal is due in part to NHDES examining the possibility of transferring the property directly to the Town; however, after discussing this with the Department of Justice (DOJ) and recognizing the need to retain rights, concluded that renewing the Lease is the best option. The delay is also attributed to the Town and NHDES working to modify approval for the recycling center to include additional items and additional days.

In 2000, the Town requested to lease the property for public uses including, but not limited to, a public recreational area, a parking area serving as a collection point for transportation services available to the public, or a public library. That request was approved in accordance with RSA 4:40 and by Governor and Council on July 14, 2000 (Item #68). Prior to the Lease with the Town, the property was used by the New Hampshire Department of Transportation as a highway maintenance facility. Once the Lease with the Town was approved, the Town proceeded to use the property in accordance with the Lease.

In 2023, the Town approached NHDES to use a former salt shed on the property as a facility for recycling glass and cardboard under the limits of two Saturdays per month during normal operation hours. This request was approved by NHDES as required in Section 2 of the Lease. In March of 2024 the Town notified NHDES that the Town was interested in renewing the Lease in accordance with Section 1(b) of the Lease.

[www.des.nh.gov](http://www.des.nh.gov)

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(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

In 2024, NHDES inquired with the DOJ about the possibility of transferring the property directly to the Town. However, further discussions with DOJ indicated the complexity of such a sale, including the need for NHDES to retain rights on the property for staging equipment during a future dam reconstruction project or an emergency situation. Therefore, NHDES requested additional review from DOJ regarding current lease language with the Town to ensure that NHDES retained all necessary rights, even if the land was leased. The DOJ responded that they did not see any issue with renewing the Lease.

Additionally, during the negotiations on the Lease renewal, the Town requested that the Lease include language that allowed the Town the ability to use the property as a recycling collection point for Town residents during limited hours. As part of that request, the Town worked with the NHDES Solid Waste Management Bureau to modify their existing approval to include the expansion of use from recycling glass and cardboard under the limits of two Saturdays per month during normal operation hours to a collection center for additional recyclable material operating more than just Saturdays and more than twice a month. Language allowing for this use has been incorporated into the renewed Lease agreement.

The time necessary for reviewing and incorporating the aforementioned information into the Lease renewal exceeded the expiration date January 1, 2025, therefore this request is retroactive. Since January 1, 2025 the Town has continued operating the facility in accordance with the terms of the original Lease.

The renewed Lease agreement would have the same rent payment as the original Lease of One Dollar (\$1.00) due on December 1<sup>st</sup> of each year during the term of the Lease. In accordance with RSA 481:32(II), Income from Lease payments would be deposited in the Dam Maintenance Fund established under RSA 482:55.

This Lease renewal agreement has been approved by DOJ as to form, content and execution.

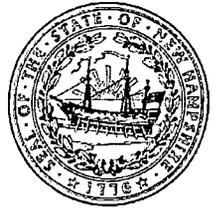
We respectfully request your approval.



Robert R. Scott  
Commissioner



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



**Robert R. Scott, Commissioner**

**RENEWED LEASE AGREEMENT**  
for purposed  
**Municipal Use of State Land**  
**At Great Pond, Kingston, NH**

This agreement made December 31, 2024, by the State of New Hampshire acting by Department of Environmental Services, Water Division, hereinafter called the “**STATE**”, and the Town of Kingston, a municipal corporation, acting by the Kingston Board of Selectmen, hereinafter called the “**TOWN**,” for the purpose of providing a public area on State property suitable for meeting the needs of the Town including, but not limited to, a public recreation area, parking area available to the public for overflow from boat ramp and a recycling collection point for Town residents during limited hours.

**WITNESSETH**

**WHEREAS**, the State and Town are parties to a certain Lease Agreement approved by Governor and Executive Council on July 14, 2000, as item number 68, hereinafter called the “**Lease**”.

**WHEREAS**, the State and Town desire to renew the Lease in the manner set forth in item 1 of the Lease.

**WHEREAS**, the Town has fully complied with the terms and conditions of the Lease to the satisfaction of the State as outlined in item 1(a) of the Lease.

**WHEREAS**, the Town requested the Lease to be renewed in a March 18, 2024 letter to the State in the manner set forth in item 1(b) of the Lease.

**WHEREAS**, the State is fee owner of the following described land, hereinafter referred to as the “**Premises**”, in the Town of Kingston, County of Rockingham and the State of New Hampshire:

Beginning at a  $\frac{3}{4}$ ” metal spindle spike set on the southerly side of the said R.O.W. NH Route 111 also known as Main Street, said spindle is the northeasterly most corner of the described Premises, thence;

S 17° 55’ E, a distance of 285.7 feet to a 1” iron pipe found in ring of stones in old cart path, thence;

S 06° 26’ W, a distance of 194.4 feet to a  $\frac{1}{2}$ ” iron rod found on the northerly R.O.W., of NH Route 125, thence;

[www.des.nh.gov](http://www.des.nh.gov)

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(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

Southwesterly by said R.O.W. of NH Route 125, a distance of 663 feet, more or less to a ½" iron rod found near the center of Folley Brook, thence;

Northeasterly and Northwesterly, by the centerline of Folley Brook a distance of 747 feet more or less to point on the southerly R.O.W. near existing culvert of NH Route 111 and Main Street, thence;

Northeasterly along the southerly R.O.W. of NH Route 111, and Main Street for a distance of 275 feet, more or less, to the point of beginning;

Containing 4.1 acres more or less, and being shown as Premises on Attachment A, herewith.

**WHEREAS**, the Town desires to use the Premises for various public opportunities as described above;

**WHEREAS**, the parties have mutually agreed to the following conditions:

1. The State hereby leases to the Town and the Town hereby leases from the State the Premises described above. This lease shall become effective as of December 31, 2024 and shall terminate on January 1, 2050, unless sooner terminated by the State or Town. The Town may renew the lease for an additional 25 years, by the execution of a new lease agreement by the State and the Town and approval of the Governor and Executive Council, on or before the date this lease terminates provided that:
  - a. The Town has fully complied with the terms and conditions of the lease to the satisfaction of the State; and
  - b. The Town has given notice to the State of its intent to renew the lease at least three months before the termination date. Said new lease may contain such additional or different provisions as may be necessary or desirable in light of conditions then existing as may be agreed upon by the State and the Town.
2. Said Premises shall be used as: a public recreation area; parking area available to the public for overflow from boat ramp; or a recycling collection point for Town residents during limited hours. No other use of the Premises shall be permitted without the consent of the State. The Town may not assign or transfer the lease to any third party without expressed written permission of the State. No commercial assignment, transfer, lease or sublet for any residential development or any other commercial use to any third party shall be allowed without prior approval of the

State.

3. Should the Town desire to use the Premises as a public recycling facility for Town residents, then the Town shall maintain approval from The New Hampshire Department of Environmental Services Solid Waste Management Bureau and/or any other applicable permit or certification from Local, State or Federal agencies as necessary for the use. As required by any necessary approvals, the Town shall ensure that the public recycling facility is overseen by certified operators.
4. The Town agrees that no wood or timber standing on the Premises shall be cut or used without the written approval of the State, except that the Town may clear any dead or fallen trees.
5. The Town agrees that any duly authorized agent of the State of New Hampshire may at any time examine and inspect any and all property placed upon the said Premises by the Town, and that said agents may inspect the said Premises at any reasonable time.
6. The Town agrees that the State may at any time use the property for the staging of equipment and materials necessary for the repair reconstruction and/or operations of any state-owned dam.
7. The Town shall defend, indemnify and hold harmless the State from any and all costs, claims, loss, damages, liability, injury, and suits of any kind, by whomever brought, arising out of the Town use or management of the Premises and the exercise of this lease.
8. The leased Premises shall be open to the public at such times and under such terms as the Town, subject to the approval of the State, may prescribe. However, it is understood that the Town may proceed at its own pace in developing and allowing any uses or making any improvements on the Premises.
9. The Town shall submit detailed plans of all proposed improvements, construction and other specific uses of the land by the Town to the State for review and approval prior to implementation. There shall be no costs to the State for the installation or operation of these improvements.
10. The State may terminate this lease for cause at any time if the Town fails to comply with any of its terms and conditions. The State shall provide the Town with written notice of any violation of this lease and the Town shall correct or abate the violation within thirty days or the lease shall be breached. The State and the Town may each

terminate this lease without cause by providing the other party with notice of termination at least ninety (90) days before the effective date of termination.

11. Upon the cancellation or termination of this lease by either party, the Town shall have 60 days to remove, at the Town's expense, all personal property, equipment, fixtures and improvements from the Premises. Any personal property, equipment, fixtures or improvements left on the Premises after this 60 day period shall become the real or personal property of the State of New Hampshire, but that shall not relieve the Town of liability for the cost(s) of their removal and restoration of the site. The Town shall leave the Premises in a condition that is equal to or better than what existed at the granting of this lease, acts of God and nature excepted.
12. The Town shall keep the Premises in good repair and shall be responsible for any and all utilities, maintenance and repairs, insurance and the costs thereof which are necessary to keep the Premises in a safe, clean, and environmentally sound condition, including but not limited to: snow removal, sanding of ice, asphalt pavement repairs, litter disposal and vegetation control. The Town shall comply with all State regulations to protect public health and safety and the environment in the siting of and construction of any facilities and in the operation and maintenance of the site.
13. The terms of this lease may be modified or amended by written agreement between the State, the Town and approved by the Governor and Executive Council.
14. This agreement does not abridge or limit, nor shall it be interpreted as abridging or limiting, the sovereign immunity to which the State and its representatives and agents are lawfully entitled.
15. The Town agrees to pay to the State as rent for the Premises the sum of One Dollar (\$1.00), due and payable without demand on the effective date of this lease and on each December 1st thereafter during the term of the lease.
16. The Town shall comply with all applicable laws, regulations and orders of federal, state and local governmental authorities in its exercise of any rights granted under this lease.

**NOW THEREFORE**, in consideration of the Premises and the conditions and agreements herein contained and for other good and valuable considerations, the State leases the use of the above-described Premises to the Town subject to the terms and conditions specified above.

**IN WITNESS WHEREOF**, the parties have executed this Lease Agreement as of the date first above written.

STATE OF NEW HAMPSHIRE DEPARTMENT  
OF ENVIRONMENTAL SERVICES

Suzanne Beauchesne  
WITNESS

By: [Signature]  
ROBERT R. SCOTT, Commissioner

TOWN OF KINGSTON

Victoria Debrauderi  
WITNESS

[Signature]  
NAME Glenn Coppelman

[Signature]  
NAME Peter Bakie

[Signature]  
NAME Ellen Faulconer

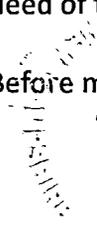
[Signature]  
NAME Laureen Szwed

\_\_\_\_\_  
NAME

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

At Concord, in said County, this 30<sup>th</sup> day of June, 2025, Robert R. Scott, in his capacity as Commissioner of the Department of Environmental Services personally appeared, and he acknowledged this instrument, by him subscribed, to be his free act and deed and the free act and deed of the New Hampshire Department of Environmental Services.

Before me: [Signature]  
Notary Public



My Commission Expires: SUZANNE E. BEAUCHESNE  
Commission Number: Notary Public - New Hampshire  
My Commission Expires July 14, 2026

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

At Kingston, in said County, this 16<sup>th</sup> day of June, 2025, Glenn Coppelman, ~~Electra Alessio~~, Ellen Faulconer, Laureen Szwed and Peter Bakie, in their capacity as Selectmen of the Town of

Kingston personally appeared, and they acknowledged this instrument, by them subscribed, to be their free act and deed and the free act and deed of the New Hampshire Department of Environmental Services.

Before me: *Susan H Ayer*  
Notary Public  
My Commission Expires: 9-21-2027  
Commission Number: \_\_\_\_\_

SUSAN H. AYER  
Notary Public-NH  
My Comm. Expires Sept 21, 2027

Approved as to form, substance and execution

Date 7/1/25

By: *Melissa Fales*  
Office of NH Attorney General

Approved by Governor and Council

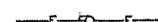
Date \_\_\_\_\_

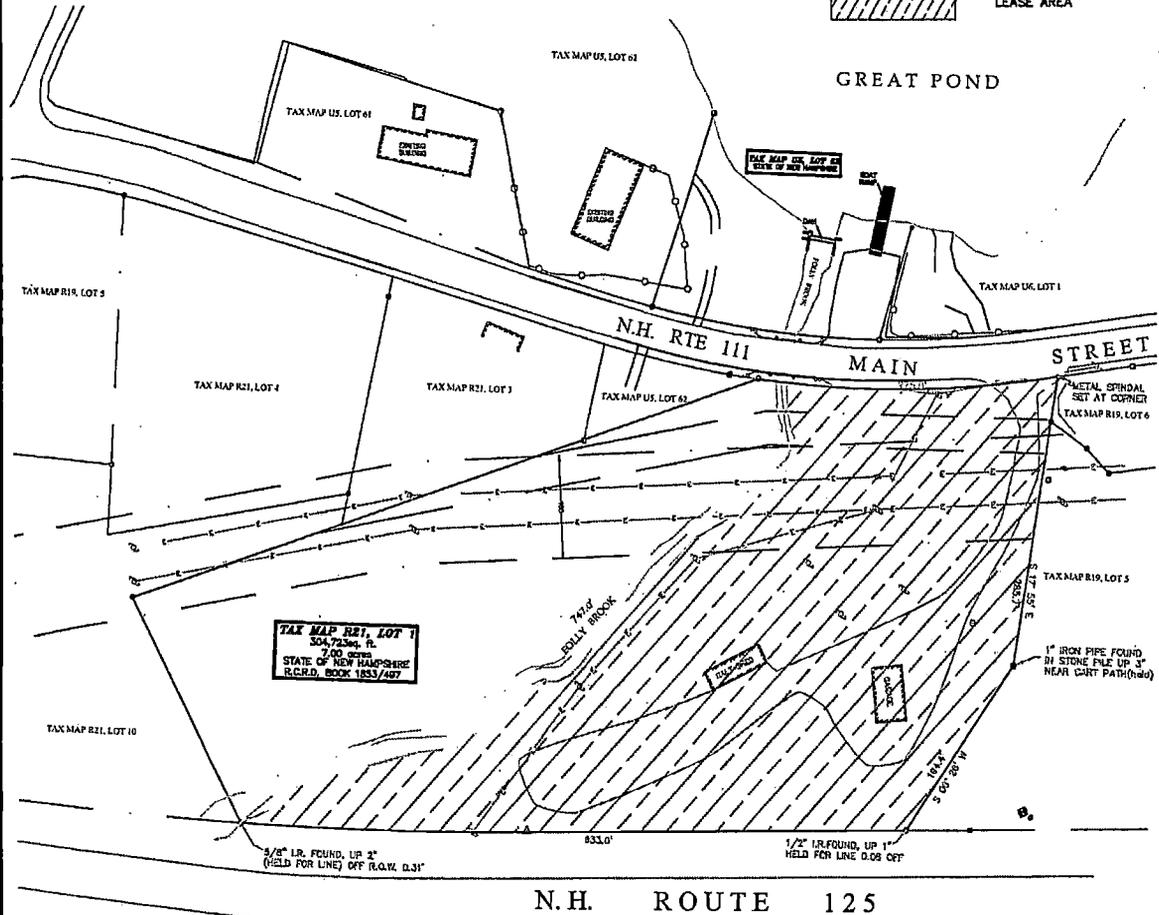
Agenda Item No. \_\_\_\_\_

**NOTES**

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE LEASE AREA ON KINGSTON TAX MAP R21, LOT 1.
2. OWNERS OF RECORD:  
TAX MAP R21, LOT 1  
STATE OF NEW HAMPSHIRE, NHDES  
P.O. BOX 95  
29 HAZEN DRIVE  
CONCORD, NH 03302  
SEE R.C.R.D. BK.1853, PG. 497.

**LEGEND**

-  EXISTING TREELINE
-  EDGE OF GRAVEL
-  PROPERTY LINE
-  EDGE OF WATER
-  ABUTTERS PROPERTY LINE
-  GUARD RAIL
-  CHAIN LINK FENCE
-  UTILITY POLE & LINES
-  IRON PIPE/L. ROD FOUND
-  LEASE AREA



TOWN OF KINGSTON  
LEASE AREA  
ON  
TAX MAP R21, LOT 1  
GREAT POND DAM # 129.10  
KINGSTON, N.H.

ATTACHMENT - A



STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES DAM BUREAU 29 HAZEN DRIVE CONCORD, NEW HAMPSHIRE 03302	
DATE: OCT. 2024	DAM NUMBER 129.10
ENG. BY: CJC	DRAWN BY: PLB
CHECKED BY: CJC	SCALE: 1" = 150'
SHEET 1 OF 1	GREAT POND DAM

# TOWN OF KINGSTON, N. H.

## Office of the Select Board

PO Box 716, 163 MAIN STREET  
KINGSTON, NEW HAMPSHIRE 03848-0716

March 18, 2024

Corey J. Clark, P.E.  
State of New Hampshire  
Department of Environmental Services  
Water Division, Dam Bureau  
PO Box 95, 29 Hazen Drive  
Concord, NH 03302-0095

**DES DAM BUREAU**

**APR 04 2024**

**RECEIVED**

RE: Town of Kingston Map R21 Lot 1, 27 Main Street

Dear Mr. Clark,

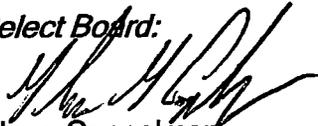
The Town of Kingston is currently under a lease agreement with the State of New Hampshire for use of the property at 27 Main Street. This 25-year lease is due to expire on January 1, 2025, and by this letter the Town is requesting that it be renewed for another 25-year period.

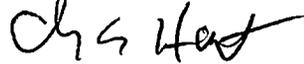
Over the years, the Town has used the property for some of the various uses as allowed under paragraph 2 of the agreement. Additionally, the Kingston DPW has received authorization from the NHDES Dam Bureau to use the existing salt shed building for recycling glass and cardboard under the limits of two Saturdays per month during normal operation hours. This letter of authorization is attached. Going forward, the Town would like to continue the current recreational and recycling uses of the property.

The Town of Kingston has fully complied with the terms and conditions of the lease and has made good use of the property. We would like to proceed with pursuing a new long-term lease that will include the authorized use of the salt shed for recycling.

Sincerely,

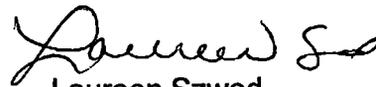
*Kingston Select Board:*

  
Glenn Coppelmar

Charles Hart  


Peter Bakke  


  
Electra Alessio

  
Laureen Szwed



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



**Robert R. Scott, Commissioner**

August 29, 2023

Mr. Phillip Coombs  
Director of Public Works  
Town of Kingston  
PO Box 716  
Kingston, NH 03848

RE: Lease Area Tax Map R21, Lot 1

Dear Mr. Coombs:

In response to your email request, the New Hampshire Department of Environmental Services (NHDES) Dam Bureau has reviewed your proposal to perform work on Lot 1 that you presently lease from the NHDES Dam Bureau. Based on that request and in fulfillment of Paragraph 2 of the Lease Agreement, NHDES Dam Bureau will authorize the use of the existing salt shed building located on Tax Map R21, Lot 1 for recycling glass and cardboard under the limits of two Saturdays per month during normal operation hours.

**Please note that this authorization only fulfills the requirement of Paragraph 2 of the Lease agreement and does not imply or grant approval for any other Federal, State, or local permits required for this project, if any, including others required by NHDES.**

This authorization to proceed is subject to the following provisions:

1. The State of New Hampshire and NHDES will be held harmless and free from any costs or liability arising out of any damages or injuries associated with this recycling center on Tax Map R21, lot 1.

Please keep our Land Agent, Mr. Patrick Bell, advised of the status of the project, and feel free to contact him with any questions or concerns that you may have. You may reach Mr. Bell at 271-1960 or at the address below.

Sincerely,

Corey J. Clark, P.E.  
Chief Engineer  
Dam Bureau

cc: Patrick Bell, Land Agent

[www.des.nh.gov](http://www.des.nh.gov)

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(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964



State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES

6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095  
(603) 271-3503 FAX (603) 271-2982

JUN 14



1-4

R21-1  
27 MAIN ST.

June 20, 2000

Her Excellency, Governor Jeanne Shaheen  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**Subject: Long Term Lease with the Town of Kingston for the use of State-owned land by the Town**

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to execute a long term lease with the Town of Kingston (Town), effective upon approval of the Governor and Council until the year 2025, for the use of approximately 3.5 acres of state-owned land. DES proposes to lease this property to the Town for consideration of \$1.00 per year.

**EXPLANATION**

The Department of Environmental Services owns and manages the dam and surrounding property at the outlet of Great Pond in Kingston. The Town has requested that the DES lease to the Town a 3.5 acre parcel of land adjacent to the dam site. The leased area will be used by the Town for public uses including, but not limited to, a public recreational area, a parking area serving as a collection point for transportation services available to the public, or a public library.

The proposed lease was approved by the Council on Resources and Development (CORD) on March 16, 2000 and by the Long Range Capital Planning and Utilization Committee on April 12, 2000, as required by RSA 4:40. The lease has been reviewed and approved by the Department of Justice.

We respectfully request your approval.

Robert W. Varney  
Commissioner

h:contract/kingston.wpd



State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095  
(603) 271-3503 FAX (603) 271-2982



**LEASE AGREEMENT**  
for proposed  
**Municipal Use of State Land**  
**At Great Pond, Kingston, NH**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the State of New Hampshire acting by the Department of Environmental Services, Water Division, hereinafter called the "STATE," and the Town of Kingston, a municipal corporation, acting by the Kingston Board of Selectmen, hereinafter called the "TOWN," for the purposes of providing a public area on State property suitable for meeting the needs of the Town including but not limited to: a public recreational area, parking area serving as a collection point for transportation services available to the public, or a public library.

**WITNESSETH**

**WHEREAS**, the State is the fee owner of the following described land, hereinafter referred to as "Premises," in the Town of Kingston, County of Rockingham and the State of New Hampshire:

Beginning at a point on the southeasterly right-of-way (R.O.W.) of Main Street (formerly the old NH Route 111) and at land now or formerly of Webster. Said point being the northerly most corner of the herein described Premises, thence;

South 18° 15' East, by land of the said Webster, two hundred eighty nine (289) feet, more or less, to a point on the center of an old cartway, thence;

South 6° 45' West, by land of the said Webster, a distance of 190 feet, more or less, to a point on the northerly R.O.W. of NH Route 125, thence;

Southwesterly by the said R.O.W. of NH Route 125, a distance of 730 feet, more or less, to a point at the centerline of the river, thence;

Easterly and northerly, by the centerline of the river to a point on the southeasterly R.O.W. of the said NH Route 111, thence;

Northeasterly, 305 feet more or less, by the said R.O.W. of Main Street (NH Route 111) to the point of beginning.

Containing 3.5 acres more or less, and being shown as Premises on Schedule A, attached herewith.

**WHEREAS**, the Town desires to use the Premises for various public opportunities as described above;

**WHEREAS**, the parties have mutually agreed to the following conditions:

1. The State hereby leases to the Town and the Town hereby leases from the State the Premises described above. This lease shall become effective as of the date hereof and shall terminate on January 1, 2025, unless sooner terminated by the State or Town. The Town may renew the lease for an additional 25 years, by the execution of a new lease agreement by the State and the Town, on or before the date this lease terminates provided that:
  - a. The Town has fully complied with the terms and conditions of the lease to the satisfaction of the State; and
  - b. The Town has given notice to the State of its intent to renew the lease at least three months before the termination date. Said new lease may contain such additional or different provisions as may be necessary or desirable in light of conditions then existing as may be agreed upon by the State and the Town.
2. Said Premises shall be used as: a public recreational area; parking area serving as a collection point for transportation services available to the public; or a public library. No other use of the Premises shall be permitted without the consent of the State. The Town may not assign or transfer the lease to any third party without expressed written permission of the State. No commercial assignment, transfer, lease or sublet for any residential development or any other commercial use to any third party shall be allowed without prior approval of the State.
3. The Town agrees that no wood or timber standing on the Premises shall be cut or used without the written approval of the State, except that the Town may clear any dead or fallen trees.
4. The Town agrees that any duly authorized agent of the State of New Hampshire may at any time examine and inspect any and all property placed upon the said Premises by the Town, and that said agents may inspect the said Premises at any reasonable time.

5. The Town shall defend, indemnify and hold harmless the NHDES and the State of New Hampshire from any and all costs, claims, loss, damages, liability, injury, and suits of any kind, by whomever brought, arising out of the Town use or management of the Premises and the exercise of this lease.
6. The leased Premises shall be open to the general public at such times and under such terms as the Town, subject to the approval of the State, may prescribe. However, it is understood that the Town may proceed at its own pace in developing and allowing any uses or making any improvements on the Premises.
7. The Town shall submit detailed plans of all proposed improvements, construction and other specific uses of the land by the Town to the State for review and approval prior to implementation. There shall be no costs to the State for the installation or operation of these improvements.
8. The State may terminate this lease for cause at any time if the Town fails to comply with any of its terms and conditions. The State shall provide the Town with written notice of any violation of this lease and the Town shall correct or abate the violation within thirty days or the lease shall be breached. The State and the Town may each terminate this lease without cause by providing the other party with notice of termination at least ninety (90) days before the effective date of termination.
9. Upon the cancellation or termination of this lease by either party, the Town shall have 60 days to remove, at the Town's expense, all personal property, equipment, fixtures and improvements from the Premises. Any personal property, equipment, fixtures or improvements left on the Premises after this 60 day period shall become the real or personal property of the State of New Hampshire, but that shall not relieve the Town of liability for the cost(s) of their removal and restoration of the site. The Town shall leave the Premises in a condition that is equal to or better than what existed at the granting of this lease, acts of God and nature excepted.
10. The Town shall keep the Premises in good repair and shall be responsible for any and all utilities, maintenance and repairs, and the costs thereof which are necessary to keep the Premises in a safe, clean, and environmentally sound condition, including but not limited to: snow removal, sanding of ice, asphalt pavement repairs, litter disposal and vegetation control. The Town shall comply with all State regulations to protect public health and safety and the environment in the siting of and construction of any facilities and in the operation and maintenance of the site.
11. The terms of this lease may be modified or amended by written agreement between the State and the Town.
12. This agreement does not abridge or limit, nor shall it be interpreted as abridging or limiting, the sovereign immunity to which the State and its representatives and agents are lawfully entitled.

The foregoing instrument was acknowledged before me this 10th day of June  
2000, by Robert W. Varney, Commissioner of the New Hampshire Department of  
Environmental Services.

Helen Y. Vezenia  
NOTARY PUBLIC/JUSTICE OF THE PEACE

My Commission expires: HELEN Y. VEZINA, Notary Public  
My Commission Expires February 6, 2002

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 5th day of June, 2000  
by Kevin W. Burke, Mark Heitz and Stamatios Yiokarinis, Selectmen of the Town of  
Kingston.

Bette C. Quillotte  
NOTARY PUBLIC/JUSTICE OF THE PEACE

My Commission expires: 08/18/2004

Approved by the Council on Resources and Development by majority vote at a meeting held  
on 3/16/2000

Approved by the Legislative Long Range Capital Planning and Resources Committee, by a majority vote on 4/12/2000  
(date)

Approved by the Governor and Executive Council on \_\_\_\_\_

Form and execution approved by the Office of the Attorney General on \_\_\_\_\_

Michael Woods 6/14/03  
signature Date

13. The Town agrees to pay to the State as rent for the Premises the sum of One Dollar (\$1.00), due and payable without demand on the effective date of this lease and on each December 1st thereafter during the term of the lease.
14. The Town shall comply with all applicable laws, regulations and orders of federal, state and local governmental authorities in its exercise of any rights granted under this lease.

NOW THEREFORE, in consideration of the Premises and the conditions and agreements herein contained and for other good and valuable considerations, the State leases the use of the above described Premises to the Town subject to the terms and conditions specified above. This lease is not effective until it has been approved in accordance with RSA 4:40.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first above written.

NEW HAMPSHIRE DEPARTMENT  
ENVIRONMENTAL SERVICES

Henry Verne  
WITNESS

Robert W. Varney  
ROBERT W. VARNEY, Commissioner

TOWN OF KINGSTON

Mary Willard  
WITNESS

[Signature]  
NAME

[Signature]  
NAME

[Signature]  
NAME

SELECTMEN

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK