



18- 7/29/26

The State of New Hampshire
Department of Transportation



David Rodrigue, P.E.
Commissioner

Susan M. Klasen, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

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

Bureau of Right-of-Way
July 6, 2026

Requested Action

Pursuant to RSA 4:39-d, "Leasing of State-Owned Real Estate on Public Waters," authorize the New Hampshire Department of Transportation (Department) to renew the shoreline 5-year littoral lease agreement consisting of 75 linear feet of shoreline along Lake Winnepesaukee, adjacent to Route 11 in the Town of Alton, to Ruth M. Webb, Trustee of the Ruth M. Webb Revocable Trust (Lessee). The lease will be five years, effective August 1, 2026, through July 31, 2031. Total lease is \$15,948.75, with annual lease amount of \$3,189.75, effective upon approval by the Governor and Executive Council.

The land will be conveyed without any explicit covenants, restrictions, or permissions regarding hunting, fishing, or other recreational activities. Applicable local and state laws will govern such activities.

Lease income will be credited as follows:

04-096-096-962015-30280000	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	FY2031
Right of Way Bureau						
009-406912						
Lease Income	\$2,923.94	\$3,189.75	\$3,189.75	\$3,189.75	\$3,189.75	\$265.81

Explanation

As a result of the number of encroachments discovered along the NH Route 11 corridor in 2013, a reestablishment plan was developed, and all abutters were notified of their encroachments. The Department entered into Lease Agreements with those landowners who met the statutory requirements.

On June 21, 2021, the Long Range Capital Planning and Utilization Committee granted approval (LRCP 21-023) for the Department to enter into Littoral Lease Agreements with property owners adjacent to NH Route 11 along Lake Winnepesaukee in the Town of Alton, valid for 5-year terms (August 1, 2021 – July 31, 2026) with the option of renewal at the end of the 5-year term (August 1, 2026 – July 31, 2031).

The renewal term (5-year lease) will be effective August 1, 2026, through July 31, 2031. The rent amount for the leases is calculated by using the linear distance of frontage along the lake as outlined in RSA 228:57-a Section IV, "Leasing Certain Portions of Railroad Properties". The maximum total linear footage of property encompassed by the 25 property owners is 1,650.24 +/- feet along the shoreline of Lake Winnepesaukee. The current rate is \$42.53 per linear foot of the adjacent shoreline, which is recalculated every five (5) years to adjust for the Northeast Region Consumer Price Index. The calculation method was

previously reviewed and approved by the Attorney General's Office and is used by the Department's Bureau of Rail and Transit.

Lessee will receive the conveyance without any explicit covenants, restrictions, or permissions regarding hunting, fishing, or other recreational activities. Upon approval of the lease, applicable local and state laws will govern such activities.

The taxes for the Alton Bay leases will be calculated by using the linear distance of frontage along the lake as outlined in RSA 228:57-a, IV. This calculation method was reviewed and supported by the Attorney General's Office and is currently used by the Department's Bureau of Rail and Transit.

The Department respectfully requests authorization to renew a 5-year littoral lease agreement with the Lessees.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Rodrigue', with a long horizontal stroke extending to the right.

David Rodrigue P.E.
Commissioner

DMR/smd
Attachments

- LITTORAL RIGHTS LEASE -

between

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
"DEPARTMENT"**

AND

**THE RUTH M. WEBB REVOCABLE TRUST
"TENANT"**

**for property located at
142 Spring Street, Alton New Hampshire**

AUGUST 1, 2026 – JULY 31, 2031

Supplemental document checklist

_____ Certificate of Insurance
_____ Is A Renewal
_____ DES Permit
_____ Attachment "A" defining property
_____ Amendment(s)
_____ DOT Initials

r 4/6/2021

Tenant(s) Initials

Rmw

LITTORAL RIGHTS LEASE

THIS LEASE AGREEMENT, made between The State of New Hampshire, Department of Transportation, hereinafter called the "Department," and **The Ruth M. Webb Revocable Trust** hereinafter called the "Tenant."

WHEREAS the Department is the owner of land as identified on the State of New Hampshire Reestablishment Plan dated November 13, 2013, and recorded as Drawer L73-45, at the Belknap County Registry of Deeds.

WHEREAS The Ruth M. Webb Recovacable Trust agree(s) to enter into a lease agreement in accordance with RSA 4:39-d, the subject Lease being **75' of shorefront** located directly across from **Parcel 33** shown on said plan, and also identified on **Alton Tax Map 36, Lot 34**, as depicted on exhibit A attached hereto, hereinafter called "the lot", and,

WHEREAS the Tenant has requested to lease the littoral rights to use said shoreline of the lot along Lake Winnepesaukee on an "as is", temporary basis,

NOW THEREFORE the Department is willing to comply with said request, provided that the Tenant, as a condition to the enjoyment of said littoral rights, joins in the execution of this Lease for the purpose of accepting each and every condition herein set forth during the term of this Lease.

1. IDENTIFICATION OF THE LEASED PROPERTY

- 1.1. 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 Department hereby leases to the Tenant the LITTORAL RIGHTS to the shoreline of Lake Winnepesaukee as depicted on Attachment A incorporated herein.

2. TERM

- 2.1. The term of this Lease shall begin on August 1, 2026, and shall end on July 31, 2031, unless terminated sooner in accordance with the provisions of this Lease.

3. RENT

- 3.1. Rent for the term of the Lease shall be **\$3,189.75** annually.
- 3.2. Rent is due annually, on or before August 1st, to the "TREASURER, STATE OF NH" and mailed to: **New Hampshire Department of Transportation, Bureau of Finance and Contracts, P.O. Box 483, Concord, NH 03302.**
- 3.3. If a check is returned unpaid for any cause within reasonable control of the Tenant, the Tenant agrees to pay an additional charge of \$50.00 to the Department and the Department will have the right to require any or all subsequent payments to be in the form of cash or money orders for the remaining term of the Lease.

- 3.4. Per RSA 72:23, I(b)(4), "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."

4. USE OF PREMISES

- 4.1. The temporary littoral rights are herein conveyed only for non-commercial, private uses. Any public and/or commercial uses are not permitted under this Lease.
- 4.2. The Tenant shall not use the littoral rights, or property in any manner that will disturb the peaceful enjoyment of others.

5. COMPLIANCE WITH LAWS

- 5.1. The Tenant shall comply with all the laws, ordinances, rules and orders of appropriate governmental authorities during the term of this Lease.

6. ASSIGNMENT AND SUBLETTING

- 6.1. The Tenant shall not assign, license, sublet, transfer, grant, or otherwise convey this Lease or any of the littoral rights associated with this Lease.

7. HOLDOVER BY THE TENANT

- 7.1. No holdover by the Tenant will be permitted. The Department and the Tenant must execute a new lease on or before expiration of an existing lease for the Tenant to remain in possession of the littoral rights.

8. DEFAULT

- 8.1. The Department 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.

9. TERMINATION OF LEASE FOR CAUSE

- 9.1. In the event the Tenant defaults in the payment of any installment of rent or other sum herein specified and such default continues for (seven) 7 days after written notice thereof, or if the Tenant defaults 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 thirty (30) days of written notice by the Department to the Tenant specifying such default and requiring it to be remedied then, and in such an event, the Department may terminate this Lease and the temporary littoral rights herein conveyed. Tenant hereby understands and agrees to forfeit any and all rents that have been prepaid if this Lease is terminated for cause.
- 9.2. Sale or transfer of the Tenant's abutting property, identified in the Alton tax records as **Map 36, Lot 34**, will be cause for termination of this Lease under paragraph 9.1 above.

- 9.3. The Department shall be entitled to recover incidental costs, attorney's fees, and court costs from the tenant if it becomes necessary for the Department to institute suit for eviction, damages, rental arrears, or violations of the terms of this Lease.

10. TERMINATION FOR CONVENIENCE

- 10.1. The Department may terminate the Lease at any time by giving at least a 90-day notice thereof in writing, and may take full, exclusive, and complete possession of the littoral rights hereby leased, at the end of said 90-day period with no further liability of any nature whatsoever to the Tenant for doing so. Should the Department terminate this Lease by giving the 90-day notice during any period for which rent has already been paid, the Department 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 retains said littoral rights.
- 10.2. The Tenant may terminate this Lease at any time by giving at least a 30-day notice in writing, specifying in said notice to day (and time of day) on which possession of the littoral rights will be surrendered. In the event that the Tenant shall terminate this Lease in accordance with the above provisions, Tenant hereby understands and agrees to forfeit any and all rents that have been prepaid if this Lease is terminated under this paragraph.

11. SURRENDER OF ENCUMBRANCES TO THE LITTORAL RIGHTS

- 11.1. In the event that the Term or any extension thereof shall have expired or terminated, the Tenant shall peacefully quit and surrender to Department. In such a case, Tenant further agrees to remove any and all non-Department owned improvements, alterations, or additions that encumber the site at Tenant's expense.

12. INDEMNIFICATION AND RELEASE FROM LIABILITY

- 12.1. The Tenant shall defend, indemnify, and hold harmless the State of New Hampshire, its agencies, officers, agents and employees, from and against any and all losses suffered by the State of New Hampshire, its officers, agents and employees, and any and all claims, liabilities or penalties asserted against the State, its officers, agents and employees, by or on behalf of any person on account of, based on 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 or exercise of said littoral rights.
- 12.2. The Tenant further releases the State of New Hampshire, its agencies, agents and employees, from any and all claims or demands for damages or injuries of any nature whatsoever attributable directly or indirectly to the littoral rights herein leased.
- 12.3. The Tenant shall provide to the Department proof of insurance demonstrating that the required coverage has been obtained before taking possession of the Premises and thereafter upon renewal of the policy.

- 12.4. The Tenant shall provide a minimum General Liability coverage: \$1,000,000.00 per incident, \$250,000.00 per person; or unless insurance of a different type and in higher amounts is customary. The Tenant shall provide to the Department a certificate of insurance demonstrating that the required coverage has been obtained and containing the following wording. "The State of New Hampshire is named as additional insured with respect to liability arising from the use and/or occupation of State-owned premises under this Agreement between the State and the Named Insured." The Tenant shall keep same in force, at the Tenant's expense, throughout the Tenant's tenancy.

13. MISCELLANEOUS

- 13.1. **Department's Agents.** All rights and obligations of the Department under this Lease may be performed or exercised by such agents as the Department may select.
- 13.2. **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, postdate prepaid, in a United States Post Office.
- 13.3. **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 may be canceled, modified, or amended only by a written instrument executed and approved by the Department and the Tenant.
- 13.4. **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.
- 13.5. **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.
- 13.6. **Entire Agreement.** This Lease and any documents attached hereto or referenced herein shall constitute the entire Agreement and understanding between the parties hereto and supersedes all prior Agreements and understanding relating to the subject matter hereof.
- 13.7. **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.

14. Tenant Liability.

- 14.1. All Tenants accept jointly and severally liable for all Tenant responsibilities of this Lease.

15. Effective

- 15.1. This Lease is subject to approval of both the Long-Range Capital Planning and Utilization Committee, as approved (LRCP 21-023) and the Governor and Executive Council and thereafter will become effective on August 1, 2026.

16. Amendments

- 16.1. None

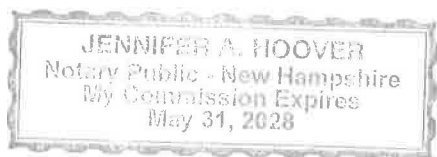
RUTH M. WEBB REVOCABLE TRUST

TENANT


Ruth M. Webb, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap

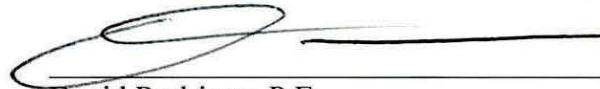
On this 6 day of Feb, 2026, personally appeared the above-named Ruth M. Webb, Trustee of The Ruth M. Webb Revocable Trust and acknowledged the foregoing instrument to be his/her/their voluntary act and deed. Before me,




Notary Public/Justice of the Peace

My commission expires: 5/31/2028

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF
TRANSPORTATION**

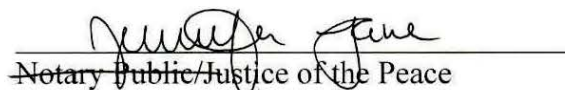


David Rodrigue, P.E.
NHDOT Commissioner
PO Box 483
Concord NH 03302-0483

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

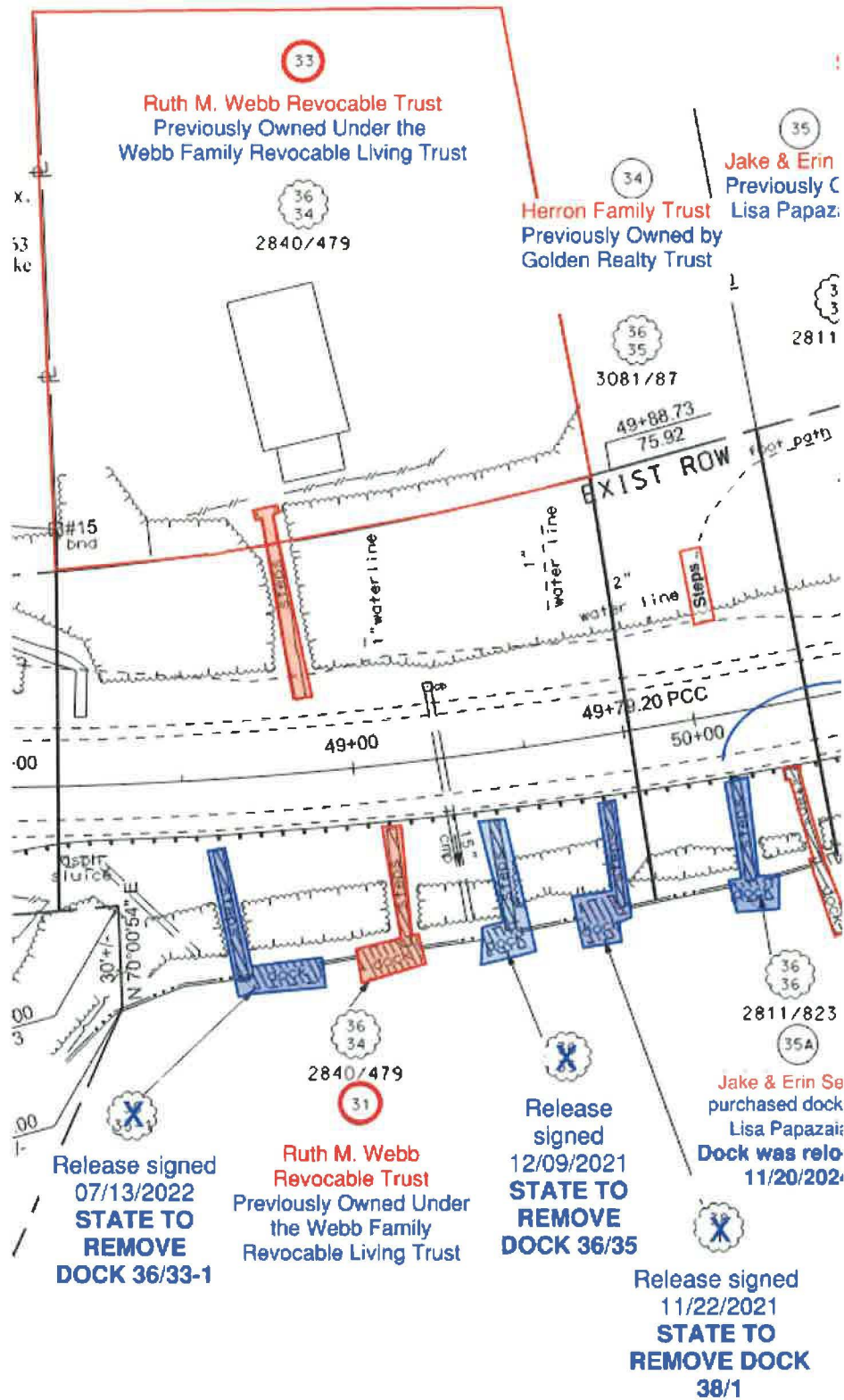
On this 4 day of May, 2020, personally appeared the above-named David Rodrigue, P.E., Commissioner of the Department of Transportation, and as such, being duly authorized to do so, executed the foregoing instrument for the purpose therein contained. Before me,

Jennifer D. Lane
Justice of the Peace, State of NH
My Commission Expires April 6, 2027


Notary Public/Justice of the Peace

My commission expires: 4/6/27

Attachment "A"



STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LWCP 21-023

FROM: Stephen G. LaBonte
Administrator

DATE: June 4, 2021

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Rental of State Owned Property on Alton Public Waters
RSA 4:39-d

Approved by the Long
Range Capital
Planning and
Utilization Committee
June 21, 2021

TO: Representative John Graham, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

Pursuant to RSA 4:39-d, "Leasing of State Owned Real Estate on Public Waters", the New Hampshire Department of Transportation (Department) requests approval to enter into 27 Lease Agreements (Agreements) with property owners adjacent to NH Route 11 along Lake Winnepesaukee in the town of Alton. The Agreements would be valid for 5-year terms with the option of renewal at the end of 5-year term. The intent of this requested action is to authorize the use of state owned land by leasing Department's littoral rights to adjacent property owners, ensuring compliance with management of the property.

EXPLANATION

The Department acquired the property and related littoral rights from the Town of Alton in 1941 for the reclassification of NH Route 11, under Federal Aid Project No. F 230 (4) "Winnepesaukee Road".

As a result of the number of encroachments discovered along the NH Route 11 corridor in 2013, a reestablishment plan was developed and all abutters were notified in writing of their encroachments. To resolve the issue of encroachments, the Department has decided to enter into Lease Agreements with those land owners who have submitted applications, meet the statutory requirements of RSA 4:39-d, and are approved by Governor and Council.

The rent amount for the Alton Bay leases will be calculated by using the linear distance of frontage along the lake as outlined in RSA 228:57-a Section IV, "Leasing Certain Portions of Railroad Properties". The current rate is \$34.97 per linear foot of adjacent shoreline which is recalculated every five years to adjust for the Capital Price Index. This calculation method was reviewed and supported by the Attorney General's Office, and is currently used by the Department's Bureau of Rail and Transit.

The maximum total linear footage of property encompassed by the 27 property owners is 2,049.42 feet along the shoreline of Lake Winnepesaukee. The lease rate is \$34.97 per linear foot, therefore the maximum total yearly rental income for the 27 lease agreements is projected to be no more than \$76,249.29. The Department is still negotiating length of linear footage with the lessees so the actual linear frontage for each property may be reduced which could reduce the total lease revenue. The maximum total yearly taxes projected to be paid to the Town of Alton is approximately \$1,040. ±

The 27 affected property owners who meet the statutory requirements for a Lease Agreement under RSA 4:39-d are outlined in Exhibit 1 on page 2.

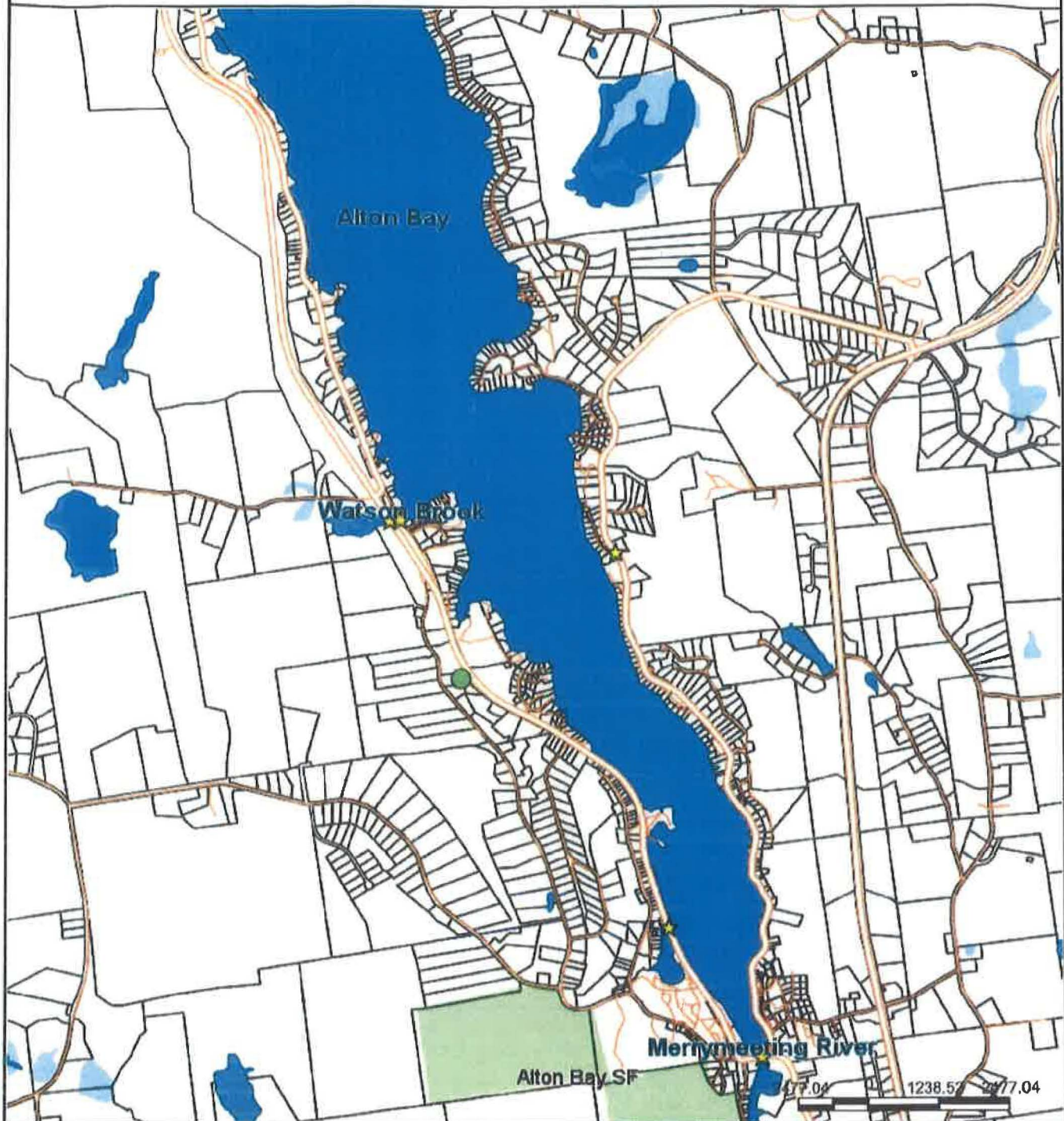
Owner	Parcel	Map/Lot	Maximum Frontage	Maximum Fee
<u>Brand Development Corp.</u>	Parcel 25	Map 38/Lot 28	Tax Map Frontage-60'	\$2,098.20
<u>Christenson Family Revocable Living Trust</u>	Parcel 38	Map 38/Lot 6	Tax Map Frontage-100'	\$3,497
<u>Wayne and Susan Copp</u>	Parcel 39	Map 38/Lot 7	Tax Map Frontage-50'	\$1,748.50
<u>Donald F and Sharon E Cundy</u>	Parcel 37	Map 38/Lot 5	Tax Map Frontage-60'	\$2,098.20
<u>Joanne Doyle Revocable Trust</u>	Parcel 16	Map 36/Lot 40	Tax Map Frontage-65'	\$2,273.05
<u>Brenda J Falke Revocable Living Trust</u>	Parcel 46	Map 38/Lot 13	Tax Map Frontage-60'	\$2,098.20
<u>Michael Fellman</u>	Parcel 36	Map 38/Lot 4	Tax Map Frontage-80'	\$2,797.60
<u>Timothy J. Jordan and Theresa L. Jordan</u>	Parcel 49	Map 38/Lot 18	Tax Map Frontage-31'	\$1,084.07
<u>Raoul & Roland Lacasse Family Rev. Trust</u>	Parcel 47	Map 38/Lot 14	Tax Map Frontage-120'	\$4,196.40
<u>Joseph and Irene Medolo</u>	Parcel 23	Map 36/Lot 26	Tax Map Frontage-60'	\$2,098.20
<u>James Durkin and Catherine O'Brien</u>	Parcel 41	Map 36/Lot 8	Tax Map Frontage-58.42'	\$2,077.92
<u>The Puzzo Family Revocable Trust</u>	Parcel 45	Map 38/Lot 12	Tax Map Frontage-60'	\$2,098.20
<u>The Reed Family Revocable Trust</u>	Parcel 43	Map 38/Lot 10	Tax Map Frontage-50'	\$1,748.50
<u>Brian R. and Kenneth Sullivan</u>	Parcel 24	Map 36/Lot 27	Tax Map Frontage-120'	\$4,196.40
<u>Scott and Karen Taft</u>	Parcel 17	Map 36/Lot 20	Tax Map Frontage-115'	\$4,021.55
<u>K. Lee Tamoy</u>	Parcel 42	Map 38/Lot 9	Tax Map Frontage-100'	\$3,497
<u>The Webb Family Revocable Living Trust</u>	Parcel 33	Map 38/Lot 34	Tax Map Frontage-120'	\$4,196.40
<u>The Claude J. Dupuis Revocable Trust</u>	Parcel 14	Map 36/Lot 18	Tax Map Frontage-60'	\$2,098.20
<u>Joyce McKenney & Peg O'Toole</u>	Parcel 10	Map 36/Lot 14	Tax Map Frontage-180'	\$6,294.60
<u>Collins-Norris Family Trust</u>	Parcel 11	Map 38/Lot 15	Tax Map Frontage-60'	\$2,098.20
<u>Kimberly Spolar</u>	Parcel 13	Map 38/Lot 17	Tax Map Frontage-60'	\$2,098.20
<u>Cheryl O'Brien</u>	Parcel 15	Map 38/Lot 19	Tax Map Frontage-80'	\$2,098.20
<u>Golden Realty Trust</u>	Parcel 34	Map 30/Lot 35	Tax Map Frontage-50'	\$1,748.50
<u>Jake and Erin Sears</u>	Parcel 35	Map 36/Lot 36	Tax Map Frontage-60'	\$2,098.20
<u>Jim Falzone</u>	Parcel 12	Map 36/Lot 16	Tax Map Frontage-60'	\$2,098.20
<u>Mae J. Hellsberg</u>	Parcel 44	Map 38/Lot 11	Tax Map Frontage-180'	\$6,294.60
<u>James and Karen Ford</u>	Parcel 48	Map 38/Lot 15	Tax Map Frontage-100'	\$3,497
				\$76,249.29

The Department is respectfully requesting authorization to enter into 5-year Lease Agreements with the 27 property owners adjacent to NH Route 11 along Lake Winnepesaukee in the Town of Alton.

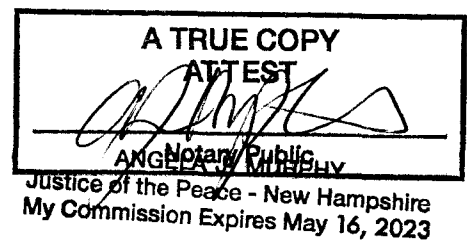
SGL/LMW/
Attachments

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.



Certification of Trust for The Ruth M. Webb Revocable Trust dated November 10, 2022

Pursuant to New Hampshire RSA 564-B:10, this Certification of Trust is signed by the currently acting Trustees of the Webb Family Revocable Living Trust dated November 10, 2022, who declare as follows:

1. The Trustmaker of the trust is Ruth M. Webb. The trust is revocable by the Trustmaker as provided in the trust agreement
2. The Trustee of the trust is Ruth M. Webb.
3. The tax identification number of the trust is the Social Security number of Ruth M. Webb.
4. Assets held in the trust shall be titled as:

Ruth M. Webb, Trustee of the Ruth M. Webb Revocable
Trust dated November 10, 2022, and any amendments
thereto or restatements thereof.
5. Any alternative description shall be effective to title assets in the name of the trust or to designate the trust as a beneficiary if the description includes the name of at least one initial or successor trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the trust.
6. Selected provisions of the trust, including the pages naming the trustee, creating the trust, relevant trustee powers, statement of revocability of the trust, designation of successor trustees, and a copy of the signature pages, may be attached to this Certification or are available upon request. The other provisions of the trust are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustee.
7. Pursuant to New Hampshire RSA 564-B:10-1013, a person making a demand for the trust instrument in addition to this Certification of Trust or excerpts of the trust is liable for damages if the court determines that the person did not act in good faith in demanding the trust instrument.
8. The terms of the trust agreement provide that a third party may rely upon this Certificate of Trust as evidence of the existence of the trust and is specifically relieved of any obligation to inquire into the terms of this agreement or the authority of the Trustee, or to see to the application that the Trustee makes of funds or other property received by the Trustee
9. The trust has not been revoked, modified or amended in any way that would cause the representations in this Certification of Trust to be incorrect.

This Certification of Trust is dated November 10, 2022.


Ruth M. Webb, Trustee

STATE OF NEW HAMPSHIRE)
) ss.
COUNTY ROCKINGHAM)

This instrument was acknowledged before me on November 10, 2022, by Ruth M. Webb, as Trustee.

[Seal]




Jennifer A. Hoover, Notary Public
My commission expires: June 6, 2023

THE RUTH M. WEBB REVOCABLE TRUST

November 10, 2022

LAW OFFICES
HOOVER & FLYNN, PLLC
100 INTERNATIONAL DRIVE
SUITE 365
PORTSMOUTH, NEW HAMPSHIRE 03801

The Ruth M. Webb Revocable Trust

Article One Establishing the Trust

The date of this trust is November 10, 2022. The parties to this trust are Ruth M. Webb (the *Trustmaker*) and Ruth M. Webb (the *Trustee*).

I, Ruth M. Webb, intend to create a valid trust under the laws of New Hampshire and under the laws of any state in which any trust created under this trust document is administered. The terms of this trust prevail over any provision of New Hampshire law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying the Trust

To the extent practicable, for the purpose of transferring property to the trust or identifying the trust in any beneficiary or pay-on-death designation, the trust should be identified as:

"Ruth M. Webb, Trustee of the Ruth M. Webb Revocable Trust dated November 10, 2022, and any amendments thereto."

For all purposes concerning the identity of the trust or any property titled in or payable to the trust, any description referring to the trust will be effective if it reasonably identifies the trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

To protect the confidentiality of this instrument, I direct the Trustee to use an affidavit or certification of trust that identifies the Trustee and sets forth the authority of the Trustee to transact business on behalf of the trust. The affidavit or certification may include pertinent pages from this instrument, including title or signature pages. A third party dealing with the Trustee is not required to inquire into the terms of this instrument or the Trustee's authority, to see to the proper application of money paid or property delivered to the Trustee, or to inquire into the Trustee's authority as to any transaction.

Section 1.03 Transferring Property to the Trust

Any person or entity may transfer any property to the trust in any manner authorized by law.

(a) Initial Funding of the Trust

By executing this instrument, I transfer, convey, and assign to the Trustee the trust property described in the attached Schedule A.

(b) Additional Funding of the Trust

After I execute this instrument, I or any person or entity may transfer additional property to the trust.

(c) Acceptance by the Trustee

The Trustee accepts and agrees to hold, administer, and dispose of all property transferred to the trust for my benefit and for the benefit of my beneficiaries, in accordance with the terms of this trust.

Section 1.04 Powers Reserved by Me as Trustmaker

As Trustmaker, I retain the powers set forth in this Section in addition to any powers that I reserve in other provisions of this instrument.

(a) Action on Behalf of the Trust

Whenever I am serving as Trustee, I may act for and conduct business on behalf of the trust without the consent of any other Trustee.

(b) Amendment, Restatement, or Revocation

I may amend, restate, or revoke this instrument, in whole or in part, for any purpose.

Any amendment, restatement, or revocation must be made in writing and delivered to the then-serving Trustee.

An agent acting under a power of attorney may exercise the powers in this Subsection to the extent the power of attorney authorizes. The agent's good-faith acts, forbearances, or omissions are conclusive on all persons interested in the trust, and the agent will not be liable for the consequences.

(c) Addition or Removal of Trust Property

I may add property to the trust and may remove any property from the trust at any time.

(d) Control of Income and Principal Distributions

I retain the right to control the distribution of income and principal from the trust. I may direct the Trustee to distribute as much of the net income and principal of the trust property as I consider advisable to me or to other persons or entities for my benefit. The Trustee may distribute the net income and principal to me or for my unrestricted use and benefit, even to the exhaustion of all trust property. Any undistributed net income is to be added to the principal of the trust.

Section 1.05 Grantor Trust Status

By reserving the broad rights and powers set forth in Section 1.04, I intend to qualify the trust as a *Grantor Trust* under Internal Revenue Code Sections 671 to 677. This means that, for federal income tax purposes, I will be treated as the owner of all the assets held in the trust during my lifetime as if I held them in my individual capacity, and the Taxpayer Identification Number of the trust will be my Social Security number.

**Article Three
Trustee Succession Provisions**

Section 3.01 Trustee Succession While I am Alive

This Section governs removal and replacement of Trustees while I am alive.

(a) Removal and Replacement by Me

I may remove a Trustee with or without cause at any time.

If I remove a Trustee, or if a Trustee resigns or cannot continue to serve for any reason, I may serve as sole Trustee, name a Trustee to serve with me, and name a successor Trustee.

(b) During My Incapacity

During any time that I am incapacitated, I name the following to serve as successor Trustee, in the order named, replacing any then-serving Trustee:

John O. Webb, III; then

Missy Ruth Maguire Casserly; and then

Amy Louise Webb.

Except as provided in Section 3.07, during any time that I am incapacitated, a Trustee may be removed only for cause and only if the removal is approved by a court upon the petition of an interested party.

If no designated successor Trustee is able and willing to act as Trustee, the court may name a successor Trustee to replace the removed Trustee.

The court will acquire jurisdiction over the trust only to the extent necessary to approve or disapprove removal and/or appointment of the Trust.

Section 3.02 Trustee Succession after My Death

This Section governs removal and replacement of Trustees after my death.

(a) Successor Trustee

Upon my death, I name the following to serve as successor Trustee in the order named, replacing any then-serving Trustee:

John O. Webb, III; then

Missy Ruth Maguire Casserly; and then

Amy Louise Webb.

(b) Removal of a Trustee

Except as provided in Section 3.07, after my death, a Trustee may be removed only for cause and only if the removal is approved by a court upon the petition of an interested party.

If the office of Trustee is vacant and no designated successor Trustee is able and willing to act as Trustee, the court may name a successor Trustee to fill the vacancy.

(c) Default of Designation

If the office of Trustee of a trust created under this instrument is vacant and no designated successor Trustee is able and willing to act as Trustee, the trust's Primary Beneficiary may appoint an individual or corporate fiduciary as successor Trustee.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

Section 3.03 Unfilled Vacancy

Any beneficiary may petition a court to name a successor Trustee to fill any vacancy remaining unfilled after a period of 30 days. The court will acquire jurisdiction over the trust only to the extent necessary to make the appointment. A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

Section 3.04 Resignation of a Trustee

A Trustee may resign by giving written notice to me. If I am incapacitated, notice shall be given to my Legal Representative and to any then serving Co-Trustee. If I am deceased, notice shall be given to the trust beneficiaries and to any then serving Co-Trustee.

Section 3.05 Appointment of Co-Trustee

Any individual who is serving as Trustee may name an individual or a corporate fiduciary to serve with him or her as Co-Trustee. The appointed Co-Trustee will not become a successor Trustee upon the death, resignation, or incapacity of the Trustee naming the Co-Trustee unless otherwise specifically appointed under the terms of this instrument. The appointment of a Co-Trustee made under this Section may be revoked at any time with or without cause.

Section 3.06 Corporate Fiduciaries

Any corporate fiduciary serving as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal or state law and must be an Independent Trustee.

Section 3.07 Incapacity of a Trustee

If an individual who is serving as Trustee becomes incapacitated, the incapacitated Trustee need not resign as Trustee. For Trustees other than me, a written declaration of incapacity

by the Co-Trustee or, if no Co-Trustee is then serving, by the individual designated to succeed the incapacitated Trustee, when made in good faith, will terminate the trusteeship. If the Trustee designated in the written declaration objects in writing to termination of the trusteeship within 15 days of receiving the declaration of incapacity, a written opinion of incapacity signed by a physician who has examined the incapacitated Trustee must be obtained before the trusteeship will be terminated. The Trustee objecting to termination of trusteeship must sign the necessary medical releases needed to obtain the physician's written opinion, or the trusteeship will be terminated without it.

Section 3.08 Appointment of Independent Special Trustee

If a Trustee is unwilling or unable to act with respect to any trust property or any provisions of this instrument for any reason, the Trustee may name a corporate fiduciary or an individual to act as an Independent Special Trustee with respect to the property or provision. The appointing Trustee may revoke the appointment at will.

An Independent Special Trustee may exercise all fiduciary powers granted by this instrument unless expressly limited elsewhere in this instrument or by the Trustee in the instrument naming the Independent Special Trustee.

Section 3.09 Documenting Change of Trustee Status

Any appointment, removal, resignation, or other change in trusteeship must be in writing and signed by the person exercising the power. The written notice must be dated, specify the effective date and other terms regarding the change of Trustee status.

Notice of removal must be delivered to the Trustee being removed and to any other then-serving Trustees.

Notice of appointment must be delivered to the successor Trustee and any other then-serving Trustees. The appointment will become effective at the time of acceptance by the successor Trustee.

Section 3.10 Rights and Obligations of Successor Trustees

Each successor Trustee serving under this instrument, whether corporate or individual, will have all of the title, rights, powers, and privileges granted to the initial Trustee named under this instrument. In addition, each successor Trustee will be subject to all of the restrictions imposed upon, as well as to all discretionary and ministerial obligations and duties given to the initial Trustee named under this instrument.

Section 3.11 Prohibited Trustees

A beneficiary of a supplemental needs trust established under this instrument may not, at any time, serve as Trustee of the supplemental needs trust.

Article Nine

Trust Administration and Trustee Powers

The terms of this trust prevail over any provision of New Hampshire law, except those provisions that are mandatory and may not be waived.

Section 9.01 No Court Supervision

This trust is to be administered expeditiously, consistent with the provisions of this instrument, free of judicial intervention, and without order, approval, or action of any court. The trust will be subject to the jurisdiction of a court only if the Trustee or another interested party institutes a legal proceeding. To the extent permissible by law, the Trustee is not required to give any bond, surety, or security to make returns, inventories, appraisals, or accountings to any court.

Section 9.02 Distributions to Beneficiaries

The Trustee does not have a duty to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by this instrument.

Section 9.03 Beneficiary's Status

Until a Trustee receives notice of the incapacity, birth, marriage, death, or other event upon which a beneficiary's right to receive payments may depend, the Trustee is not liable for acting or not acting with respect to the event, or for disbursements made in good faith to persons whose interests may have been affected by the event. Unless otherwise provided in this instrument, the parent or Legal Representative may act on a minor or incapacitated beneficiary's behalf.

Section 9.04 Majority Control

When more than two Trustees are serving, the concurrence and joinder of a majority of the Trustees is required. If only two Trustees are serving, the joinder of both of them is required.

Section 9.05 Delegation of Trustee Authority

Any Trustee may delegate the right to exercise any power granted in this instrument to any other Trustee by a written instrument. During the time a delegation is in effect, the Trustee to whom the delegation was made may exercise the power to the same extent as if the delegating Trustee had personally joined in the exercise of the power. The delegating Trustee may revoke the delegation at any time by giving written notice of revocation to the Trustee to whom the power was delegated.

Section 9.06 Trustee Exoneration

Successor Trustees are not obligated to examine the accounts, records, or actions of any previous Trustee or of the Personal Representative of my estate. Successor Trustees are

not responsible for any act, forbearance, or omission of any prior Trustee or the Personal Representative of my estate.

Section 9.07 Self-Dealing

If a descendant of mine is serving as the Trustee, he or she may engage in acts of self-dealing, even though state law restricts acts of self-dealing. Unless expressly prohibited by another provision of my trust, a descendant of mine who is serving as the Trustee may enter into transactions on behalf of my trust in which the Trustee is personally interested so long as the terms of such transaction are fair to my trust. For example, a descendant of mine who is serving as the Trustee may purchase property from my trust at its fair market value without court approval.

Section 9.08 Trustee Compensation

An individual who is serving as Trustee is entitled to fair and reasonable compensation for the services provided as a fiduciary and to be reimbursed for reasonable expenses incurred in carrying out the Trustee's duties under this instrument. A Trustee may charge additional fees for services he or she provides that are not comprised within the duties as Trustee, including fees for legal services, tax return preparation, and corporate finance or investment banking services.

Section 9.09 Reports

Whenever I am not serving as Trustee, the Trustee shall prepare an annual report showing the receipts, disbursements, and distributions of income, principal, and the assets on hand. The Trustee shall deliver the report to me if I am still living, unless I have otherwise waived the right to receive an annual report.

After my death, the Trustee shall provide an annual report to the beneficiaries of the trust, unless a beneficiary waives the right to receive an annual report.

Section 9.10 The Trustee's Powers

The Trustee may exercise all the powers conferred by this instrument without prior approval from any court, and may perform every act reasonably necessary to administer my trust estate as established under this instrument. The Trustee may also exercise any powers conferred by law, including all those powers set forth under the common law or statutory laws of New Hampshire or any other jurisdiction whose laws apply to this trust. The powers set forth in the New Hampshire Trust Code, RSA 564-B, et. seq. are specifically incorporated into this instrument. The powers conferred upon the Trustee by law, including those powers conferred by the New Hampshire Trust Code, RSA 564-B, et. seq., are to be subject to any express limitations or contrary directions contained in this instrument.

The Trustee shall exercise these powers in the manner the Trustee determines to be in the best interests of the beneficiaries. The Trustee may not exercise any of its powers in a manner that is inconsistent with the right of the beneficiaries to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

In addition to the foregoing powers, the Trustee may:

collect trust property, and accept or reject additions to the trust property from any person including me;

acquire or sell property, for cash or on credit, at public or private sale;

exchange, partition, or otherwise change the character of trust property;

establish any type of bank account in any banking institution, which account need not be interest-bearing if the Trustee makes frequent disbursements from it;

authorize withdrawals from any bank account in any manner;

open accounts in the name of the Trustee, with or without disclosing fiduciary capacity, and open accounts in the name of the trust;

obtain checks and authorized signatures on any bank account in the name of the trust without disclosing the account's fiduciary nature or reference to any trust or Trustee;

deposit trust money in an account in a regulated financial-service institution;

borrow money, with or without security, and mortgage or pledge trust property for a period within or extending beyond the duration of the trust;

continue the business or other enterprise of interest in a proprietorship, partnership, limited liability company, business trust, corporation, or other form of business or enterprise, and take any action that may be taken by shareholders, members, or property owners, including merging, dissolving, or otherwise changing the form of business organization or contributing additional capital;

exercise the rights of an absolute owner with respect to stocks or other securities, including the right to:

- vote or give proxies to vote, with or without power of substitution, or enter into or continue a voting trust agreement;

- hold a security in the name of a nominee or in other form without disclosure of the trust so that title may pass by delivery;

- pay calls, assessments, and other sums chargeable or accruing against the securities, and sell or exercise stock subscription or conversion rights; and

- deposit the securities with a depository or other regulated financial-service institution;

construct, or make ordinary or extraordinary repairs, alterations, or improvements to any interest in real property, including buildings or other structures, demolish improvements, raze existing or erect new party walls

or buildings, subdivide or develop land, dedicate land to public use or grant public or private easements, and make or vacate plats and adjust boundaries;

enter into a lease for any purpose as lessor or lessee, including a lease or other arrangement for exploration and removal of natural resources, with or without the option to purchase or renew, for a period within or extending beyond the duration of the trust;

grant options involving the sale, lease, or other disposition of trust property, or acquire or exercise any option for the acquisition of property, including an option exercisable beyond the duration of the trust;

insure trust property against damage or loss and insure the Trustee, the Trustee's agents, and beneficiaries against liability arising from the trust's administration;

abandon or decline to administer property of insufficient value to justify its collection or continued administration;

pay, contest, or settle any claim by or against the trust, and release, in whole or in part, any claim belonging to the trust;

pay taxes, assessments, compensation of the Trustee, employees, and agents of the trust, and other expenses incurred in the trust's administration;

exercise elections with respect to federal, state, and local taxes;

exercise rights under any employee benefit or retirement plan, annuity, or life insurance payable to the Trustee, including the right to select a mode of payment, to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds;

make loans out of trust property, including loans to a beneficiary on terms and conditions the Trustee considers to be fair and reasonable under the circumstances, and to hold a lien on future distributions for repayment of those loans;

pledge trust property to guarantee loans made by others to the beneficiary;

appoint a Trustee to act in another jurisdiction with respect to trust property located there, confer upon the appointed Trustee all of the powers and duties of the appointing Trustee, require that the appointed Trustee furnish security, and remove this appointed Trustee;

distribute trust property in divided or undivided interests, allocate particular assets in proportionate or disproportionate shares, value the trust property for those purposes, and adjust for resulting differences in valuation,

resolve disputes concerning the interpretation of the trust or its administration by mediation, arbitration, or other procedure for alternative dispute resolution;

prosecute or defend any action, claim, or judicial proceeding in any jurisdiction to protect trust property and the Trustee in the performance of the Trustee's duties;

sign and deliver contracts and other documents that are useful to achieve or facilitate the exercise of the Trustee's powers; and

exercise the powers appropriate to wind up the trust's administration and distribute the trust property to the persons entitled to it.

Section 9.11 Limitation on the Trustee's Powers

All powers granted to the Trustee under this instrument or by applicable law are limited as set forth in this Section. These limitations do not apply to me.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may only participate in the exercise of discretion with respect to the distribution of income or principal to the extent that the exercise of this discretion is for the health, education, maintenance, and support of a beneficiary.

(b) No Distributions in Discharge of Certain Legal Obligations

The Trustee may not participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the Trustee, including the obligation of support.

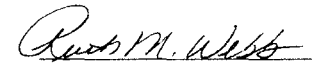
(d) Notices

Unless otherwise stated, any notice required under this trust will be in writing. The notice may be personally delivered with proof of delivery to the party requiring notice and will be effective on the date personally delivered. Notice may also be mailed, postage prepaid, by certified mail with return receipt requested to the last known address of the party requiring notice. Mailed notice is effective on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If the party requiring notice is a minor or incapacitated individual, notice will be given to the parent or Legal Representative.

(e) Severability

The invalidity or unenforceability of any provision of this trust does not affect the validity or enforceability of any other provision of this trust. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this trust are to be interpreted as if the invalid provision had never been included.

I have executed this trust on November 10, 2022 as Trustmaker and Trustee.



Ruth M. Webb, Trustmaker and Trustee

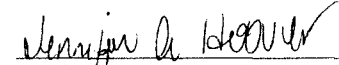
STATE OF NEW HAMPSHIRE)

) ss.

COUNTY OF ROCKINGHAM)

This instrument was acknowledged before me on November 10, 2022 by Ruth M. Webb, as Trustmaker and as Trustee, to be her free act and deed for the purposes herein contained.

[Seal]



Jennifer A. Hoover, Notary Public

My commission expires: June 6, 2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2026

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. If 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 HBL Insurance (HBL Group LLC) 333 Central Ave Ste 306 Dover NH 03820		CONTACT NAME: Ryan Collins PHONE (A/C, No, Ext): (603) 280-4200 E-MAIL ADDRESS: ryan@hblins.com FAX (A/C, No): (603) 280-4199	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Union Mutual Fire Insurance Co	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2661206586

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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

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 ☐ CLAIMS-MADE ☐ OCCUR ☒ 3, Special Form GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		HOP0199029	11/17/2025	11/17/2026	EACH OCCURRENCE \$ 1000000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$							
	MED EXP (Any one person) \$ 5000							
	PERSONAL & ADV INJURY \$							
	GENERAL AGGREGATE \$							
							PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$	
							AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE ☐ OTH-ER ☐	
	E.L. EACH ACCIDENT \$							
	E.L. DISEASE - EA EMPLOYEE \$							
	E.L. DISEASE - POLICY LIMIT \$							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"The State of New Hampshire is names as additional insured with respect to liability arising from the use and/ or occupation of State-owned premise under this agreement between the State and the Named Insured. Tenants' shall keep same in forced, at the Tenants' expense, throughout the Tenant' tenancy." as depicted under section 12.4 of the lease agreement

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Transportation PO BOX 483 Concord NH 03302	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 <i>Ryan Collins</i>