



The State of New Hampshire
Department of Transportation



David M. 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
September 23, 2026

Requested Action

Pursuant to RSA 4:39-d, "Leasing of State-Owned Real Estate on Public Waters," authorize the Bureau of Right-of-Way (Bureau) to **retroactively** enter into a shoreline 5-year littoral lease agreement with Claude J. Dupuis, Trustee, of The Claude J. Dupuis Revocable Trust (Lessee), for \$12,759.00, with an annual lease amount of \$2,551.80. The lease will be for five (5) years, beginning on August 1, 2026, and expiring on July 31, 2031, effective upon the Governor's and Executive Council's approval.

The land lease rights 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:

	FY 2027	FY 2028	FY 2029	FY 2030	FY2031	FY2032
04-096-096-962015-30280000						
Right of Way Bureau						
009-406912						
Lease Income	\$2,339.15	\$2,551.80	\$2,551.80	\$2,551.80	\$2,551.80	\$212.65
					Total:	\$12,759.00

Explanation

This request is **retroactive** to August 1, 2026, as the Bureau and Lessee have reached agreement resolving outstanding compliance concerns as identified on the State of New Hampshire Reestablishment Plan dated November 13, 2013, recorded at Drawer L73-45 in the Belknap County Registry of Deeds. During the 2021-2026 lease term, the Bureau worked directly with District 3 to have non-compliant docks removed and/or relocated as required before the Lessee could begin the process necessary to relocate their dock, directly adjacent from his property located on the westerly side of NH Route 11. The required relocation of the dock has been delayed due to the relocation of other non-compliant docks and structures. The Lessee and abutting lease holders continue to coordinate efforts with District 3 and the Bureau to systematically complete the final phase; bringing all structures into compliance.

Additional delays resulted from the Bureau's ongoing efforts to remove non-compliant docks and structures, several administrative requirements and approvals (Department of Environmental Services and District 3 permits), and the need to obtain appropriate supporting documents (insurance, trust certificates, certificate of authority). The Bureau and Lessee identified additional requirements and further actions required by the Lessee to meet lease

requirements, essentially causing unforeseen delay and time beyond the Department's initial expectations and asserted efforts, which has significantly extended the timeframe for advancing this lease for approval.

As a result of several encroachments discovered along the NH Route 11 corridor in 2013, a reestablishment plan was developed, and all abutters were notified of their encroachments. The Bureau entered into lease agreements with landowners who met statutory requirements. This lease agreement is for 60 linear feet of shoreline along Lake Winnepesaukee, adjacent to Route 11 in the Town of Alton.

On June 21, 2021, the Long-Range Capital Planning and Utilization Committee approved (LRCP 21-023) for the Bureau 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 with the option of renewal at the end of the current 5-year term.

The renewal term (5-year lease) will be effective August 1, 2026, and expire 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 27 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 Consumer Price Index. The calculation method was reviewed and approved by the Attorney General's Office and is used by the Department's Bureau of Rail and Transit.

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 also 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 Bureau respectfully requests authorization to enter into a 5-year littoral lease agreement with the Lessee **retroactively**.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DR', with a long horizontal line extending to the right.

David M. Rodrigue, P.E.
Commissioner

DMR/smd
Attachments

- LITTORAL RIGHTS LEASE -

between

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

AND

**THE CLAUDE J. DUPUIS REVOCABLE TRUST
"TENANT"**

**for property located at
135 Mount Major Highway, 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

legD

LITTORAL RIGHTS LEASE

THIS LEASE AGREEMENT, made between The State of New Hampshire, Department of Transportation, hereinafter called the "Department," and **The Claude J. Dupuis 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 Claude J. Dupuis Revocable Trust** agree(s) to enter into a lease agreement in accordance with RSA 4:39-d, the subject Lease being **60' of shorefront** located directly across from **Parcel 16** presently, to be relocated to **Parcel 14** shown on said plan, and also identified on **Alton Tax Map 36, Lot 18**, as depicted on Attachment 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 or 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 **\$2,551.80** 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 18**, 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 State 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, and the Governor and Executive Council and thereafter will become effective on August 1, 2026.

16. Amendments

- 16.1. The Tenant shall relocate the aforementioned dock and associated stairs within two (2) years effective and beginning on January 31, 2026, to establish compliance pursuant to RSA 4:39-d.,

BSD

THE CLAUDE J. DUPUIS REVOCABLE TRUST

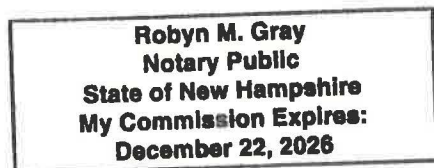
TENANT(S)

Claude J. Dupuis, Trustee

_____, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this 16th day of July, 2026, personally appeared the above-named
Claude J. Dupuis & _____, Trustees of The Claude J.
Dupuis Revocable Trust and acknowledged the foregoing instrument to be his/her/their voluntary
act and deed. Before me,

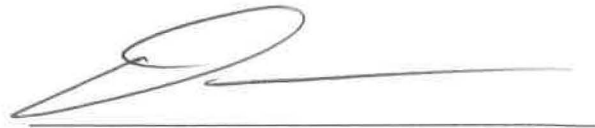


Robyn M. Gray
Notary Public/Justice of the Peace

My commission expires: 12/22/26

CJD

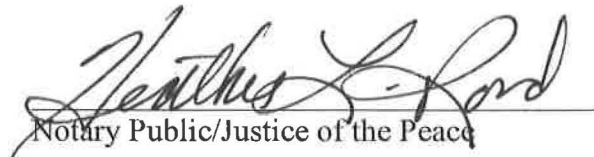
**STATE OF NEW HAMPSHIRE
DEPARTMENT OF
TRANSPORTATION**



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

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

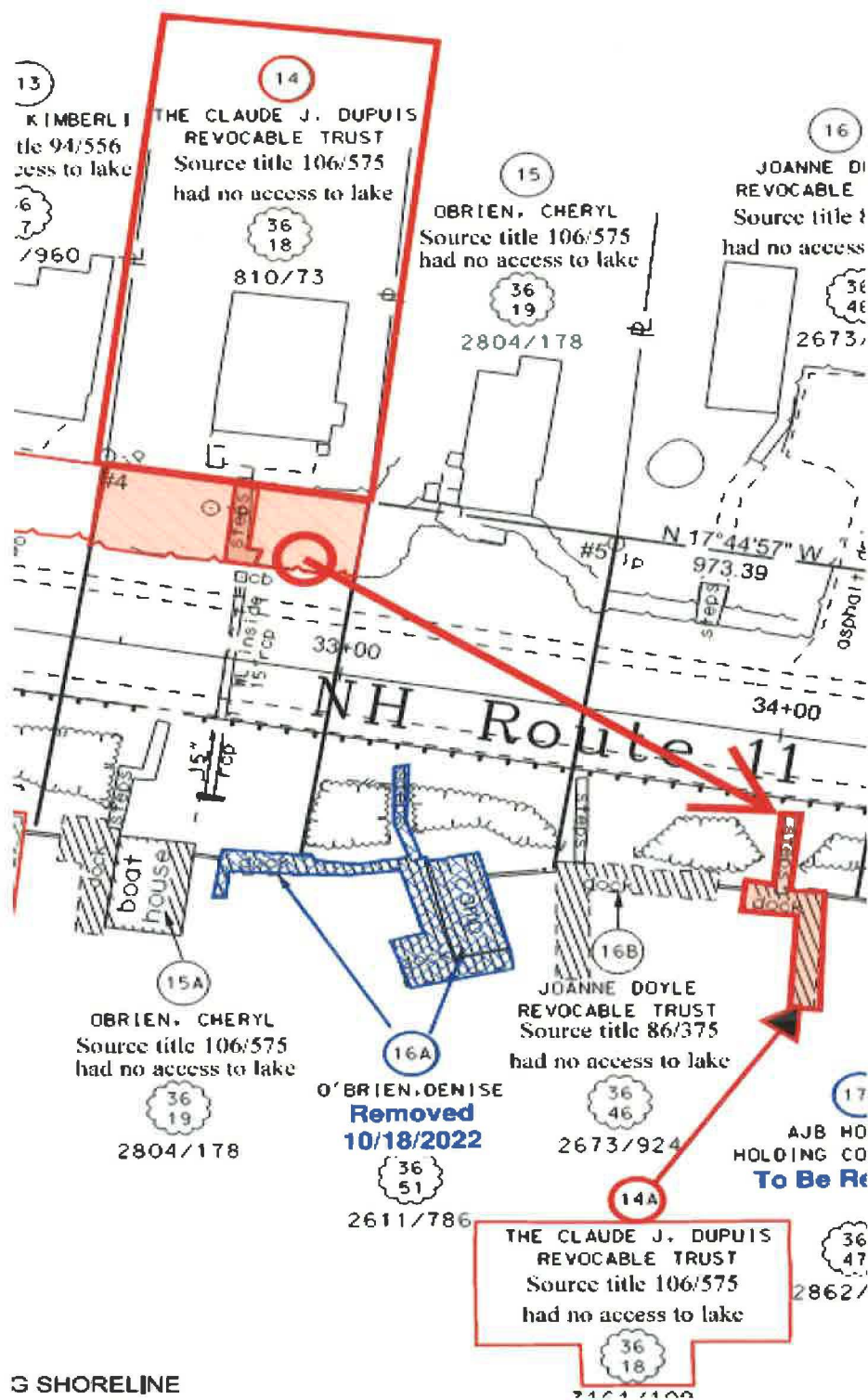
On this 4th day of August, 2026, personally appeared the above-named David Rodrigue, P.E., Commissioner of the Department of Transportation, and as such, being duly authorized to do so, executed the foregoing instrument for the purpose therein contained. Before me,


Notary Public/Justice of the Peace

My commission expires: 10-3-2028

Heather L Rood
Notary Public, State of New Hampshire
My Commission Expires Oct 03, 2028

Attachment "A"



r 4/6/2021

Tenant(s) Initials

[Signature]

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LMCP 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.

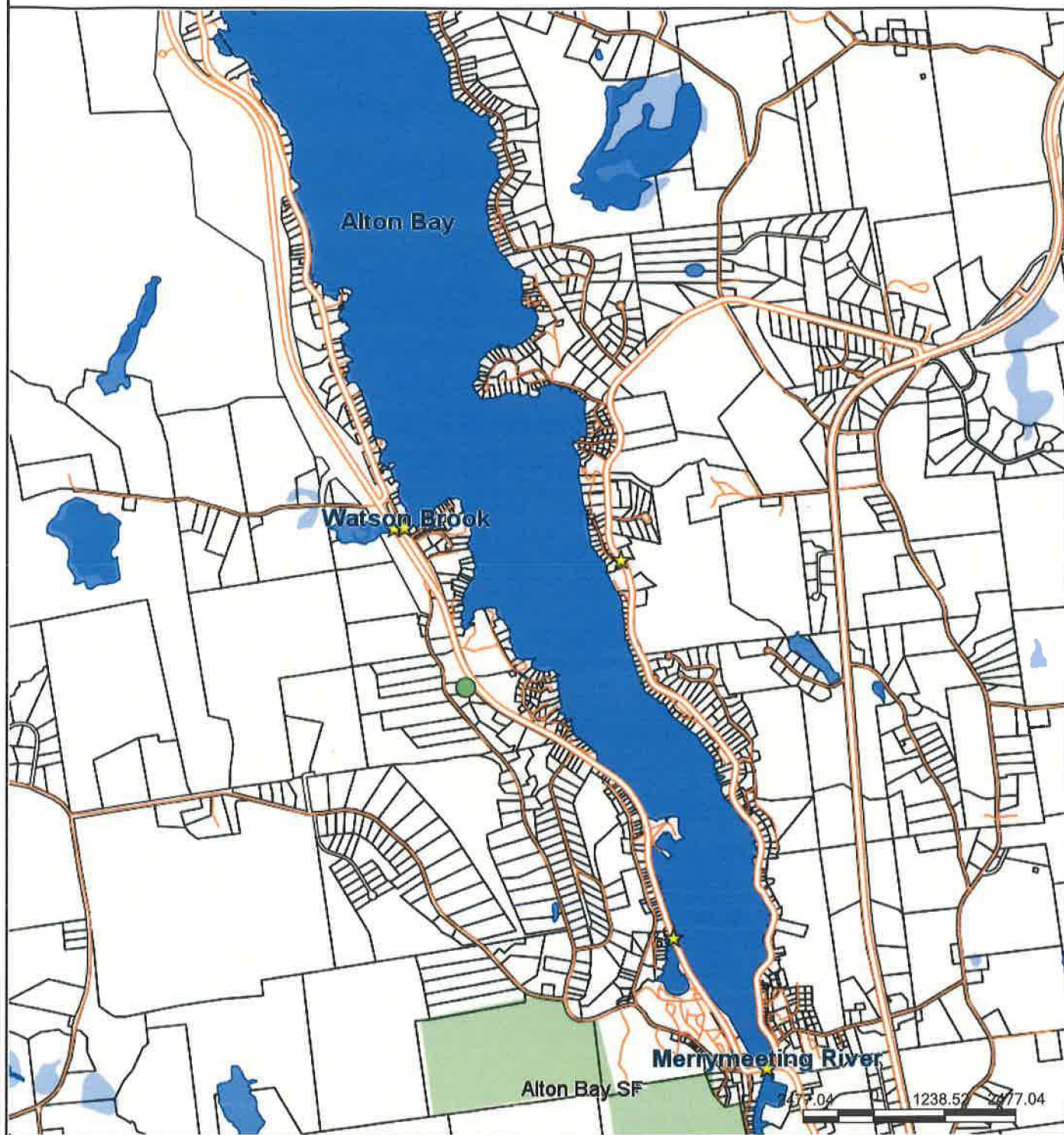
Owner	Parcel	Map/Lot	Maximum Frontage	Maximum Fee
Brandt Development Corp.	Parcel 25	Map 38/Lot 28	Tax Map Frontage-60'	\$2,098.20
Christenson Family Revocable Living Trust	Parcel 38	Map 38/Lot 6	Tax Map Frontage-100'	\$3,497
Wayne and Susan Copp	Parcel 39	Map 38/Lot 7	Tax Map Frontage-50'	\$1,748.50
Donald F and Sharon E Cundy	Parcel 37	Map 38/Lot 5	Tax Map Frontage-60'	\$2,098.20
Joanne Doyle Revocable Trust	Parcel 16	Map 36/Lot 46	Tax Map Frontage-65'	\$2,273.05
Brenda J Falke Revocable Living Trust	Parcel 46	Map 38/Lot 13	Tax Map Frontage-60'	\$2,098.20
Michael Fellman	Parcel 36	Map 38/Lot 4	Tax Map Frontage-80'	\$2,797.60
Timothy J. Jordan and Theresa L. Jordan	Parcel 49	Map 38/Lot 18	Tax Map Frontage-31'	\$1,084.07
Raoul & Roland Lacasse Family Rev. Trust	Parcel 47	Map 38/Lot 14	Tax Map Frontage-120'	\$4,196.40
Joseph and Irene Medolo	Parcel 23	Map 36/Lot 26	Tax Map Frontage-60'	\$2,098.20
James Durkin and Catherine O'Brien	Parcel 41	Map 38/Lot 8	Tax Map Frontage-59.42'	\$2,077.92
The Puzzo Family Revocable Trust	Parcel 45	Map 38/Lot 12	Tax Map Frontage-60'	\$2,098.20
The Reed Family Revocable Trust	Parcel 43	Map 38/Lot 10	Tax Map Frontage-50'	\$1,748.50
Brian R. and Kenneth Sullivan	Parcel 24	Map 36/Lot 27	Tax Map Frontage-120'	\$4,196.40
Scott and Karen Taft	Parcel 17	Map 36/Lot 20	Tax Map Frontage-115'	\$4,021.55
K. Lee Tamey	Parcel 42	Map 38/Lot 9	Tax Map Frontage-100'	\$3,497
The Webb Family Revocable Living Trust	Parcel 33	Map 36/Lot 34	Tax Map Frontage-120'	\$4,196.40
The Claude J. Dupuis Revocable Trust	Parcel 14	Map 36/Lot 18	Tax Map Frontage-60'	\$2,098.20
Joyce McKenney & Peg O'Toole	Parcel 10	Map 36/Lot 14	Tax Map Frontage-180'	\$6,294.60
Collins-Norris Family Trust	Parcel 11	Map 36/Lot 15	Tax Map Frontage-60'	\$2,098.20
Kimberly Spolar	Parcel 13	Map 36/Lot 17	Tax Map Frontage-60'	\$2,098.20
Cheryl O'Brien	Parcel 15	Map 36/Lot 19	Tax Map Frontage-60'	\$2,098.20
Golden Realty Trust	Parcel 34	Map 36/Lot 35	Tax Map Frontage-50'	\$1,748.50
Jake and Erin Sears	Parcel 35	Map 36/Lot 36	Tax Map Frontage-60'	\$2,098.20
Jim Falzone	Parcel 12	Map 36/Lot 16	Tax Map Frontage-60'	\$2,098.20
Mae J. Holtsberg	Parcel 44	Map 38/Lot 11	Tax Map Frontage-180'	\$6,294.60
James and Karen Ford	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.

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LRCP 19-018

FROM: Stephen G. LaBonte 
Administrator

DATE: June 18, 2019

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

SUBJECT: Process of Addressing NH Route Right of Way Encroachments in Alton

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

INFORMATIONAL ITEM

The Department of Transportation proposes methods of addressing encroachments into the NH Route 11 right of way which include dwellings, boat houses, stairs, and decks along a section of NH Route 11 in Alton.

EXPLANATION

In 2013, pursuant to the process laid out in RSA 228:35, the Department reestablished the highway boundary along NH Route 11 in Alton Bay. The State originally acquired fee ownership of the land in 1941, and established the right of way boundaries in 1947 as a part of the Alton FAP #F-230(4), P-2001 project. During the reestablishment process, the Department identified that multiple encroachments had been placed within the right of way since the time when the boundary was originally established. These encroachments include dwellings, stairs, decks, docks, and boathouses.

The Department developed plan sheets to document the encroachments and right-of-way boundary, and a formal notice of reestablishment, all of which have been recorded in the Belknap Registry of Deeds. Individuals that were affected by the reestablishment have been notified that they own a structure that encroaches on the State's property.

Since the time of reestablishment, the Department has allowed the encroachments to remain within the right of way. However, the Department must periodically reevaluate the highway limits, and any encroachments that lie within those limits, based upon maintenance and operational needs. As traffic and development continue to grow, the needs for maintaining and operating the roadway may change. The Department must have the ability to use this property at its discretion, but understands that individuals use and enjoy the structures that lie within the State's property. In order to balance these competing interests, the Department proposes to enter into temporary use agreements with all encroachers.

The type and term of temporary use agreement is dependent upon the type of structure:

- Dwelling structures and boat houses built prior to the 2013 reestablishment will be grandfathered and eligible for a long-term encroachment agreement. The term of the encroachment agreement would be for 25 years, or during the duration the current occupant owns the dwelling, whichever may expire sooner. The encroachment agreement is desirable to the Department because it acknowledges the permanent nature of a dwelling, by allowing the occupant to remain for a lengthy duration, while allowing the Department to make long-term plans about the use of the right of way, by agreeing that the dwelling will be removed within 25 years at the latest.
- Stairs and decks that were built prior to the 2013 reestablishment, and are used to access an adjacent dock, will be eligible for a short-term lease. A lease will only be granted when the adjacent dock has met all NH DES dock permitting requirements. Stairs and decks that meet these requirements will be eligible for a 5-year lease pursuant to RSA 4:39-C. No new stairs or decks will be approved, and will not be eligible for a lease.

- Docks in place prior to the 2013 reestablishment will be grandfathered until such time as the NH DES dock permit expires. Upon expiration of a dock permit, a dock owner must enter into a lease agreement with the Department, which will be contingent upon the applicant receiving a current NH DES dock permit. All dock leases will run concurrent with the duration of the NH DES dock permit. No new docks will be approved, and will not be eligible for a lease. The short-term lease is desirable to the Department because it allows for reevaluation of Department needs every few years, but also allows individuals with a dock to continue their pre-existing use until such time that the Department may need the property.

The Department has reviewed its maintenance and operational needs along Route 11 in Alton, and at this time is able to allow individuals to continue their encroaching uses. The Department wishes to begin notifying individuals to enter into use agreements for each encroaching structure. The specific terms and conditions of each type of use agreement are contained in the documents attached hereto.

SGL/PJM/jl
Attachments

The Claude J. Dupuis Revocable Trust

CLAUDE J. DUPUIS of 2 Kim Road, Salem, Rockingham County, New Hampshire, (hereinafter called the "Settlor"), hereby transfers the sum of Twenty-Five Dollars (\$25.00) to CLAUDE J. DUPUIS (hereinafter, with his successors in trust, called the "Trustee"), for the uses and purposes and subject to the provisions hereinafter set forth. The Trustee hereby acknowledges and declare that he has received said sum in trust and will hold, manage and invest the same together with the proceeds of any policies of insurance paid to his and any additional property which may hereafter by gift, will, or otherwise by the Settlor or anyone else be transferred to and accepted by them as Trustees, and after paying or making provision for all expenses of the Trust, including reasonable compensation for their services, will dispose of the Trust property and the net income therefrom as hereinafter provided.

This Trust shall be known as "THE CLAUDE J. DUPUIS REVOCABLE TRUST." It shall be subject to amendment and revocation as hereinafter provided.

Article 1. TRUST DURING SETTLOR'S LIFE

During the Settlor's life, the Trustee shall pay the net income and principal of the Trust as the Settlor may from time to time direct. In addition, the Trustee in his uncontrolled discretion may pay any part or all of the net income and principal to the Settlor even though the Settlor does not direct such payment. If (i) the Trustees determine that the Settlor is unable to manage his affairs, or (ii) the Settlor is not of legal capacity, the Trustees in their uncontrolled discretion also may pay any part or all of the net income and/or principal of the Trust to any one or more of the Settlor's spouse, the Settlor's issue whenever born, and the spouses of said issue. Any net income not so paid may be added to the principal of the Trust at such times as the Trustees shall determine and in any event shall be so added upon the death of the Settlor.

Article 2. GENERAL DISPOSITION OF PROPERTY UPON SETTLOR'S DEATH

- I. Upon the Settlor's death, if the Trust shall not have sooner terminated for any reason, the Trustee shall dispose of the any personal property held by the Trust according to the written directive in which the Settlor has expressed his wishes regarding the distribution of the same.
- II. The Trustee is directed to distribute the remainder estate into two (2) share to be divided as follows: forty-nine (49%) percent to Claude J. Dupuis, Jr. of 54 Stark Road, Derry, Rockingham County, New Hampshire; and, fifty-one (51%) percent

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to Christine J. Meyer of 6 Olesen Road, Derry, Rockingham County, New Hampshire. In the event that one of the herein-referenced beneficiaries predeceases the Settlor, then it is the Grantor's intent that the remainder estate be distributed in full to the survivor.

Article 3. TRUSTEES: SUCCESSORS AND RESIGNATIONS

- III. *Successors.* The initial Trustee of the Trust is **CLAUDE J. DUPUIS** of 2 Kim Road, Salem, Rockingham County, New Hampshire. If **CLAUDE J. DUPUIS** shall for any reason cease to serve as a Trustee, then **CHRISTINE J. MEYER and CLAUDE J. DUPUIS, JR.** shall serve as a Co-Trustees of such trust in his stead.
- IV. If there is no remaining Trustee of such trust, such vacancy shall be filled by a successor appointed by a writing signed during the Settlor's lifetime by the Settlor if the Settlor is then of legal capacity or by the Settlor's guardian and after the Settlor's death by a majority of the persons who would then be entitled to receive notice of an account of the Trustees of such trust as aforesaid.
- V. *Resignations.* A Trustee of any trust hereunder may resign at any time from such trust by a writing signed by him. Written notice of resignation shall be promptly given by the resigning Trustee (i) to the remaining Trustee of such trust, if any, and (ii) during the Settlor's lifetime to the Settlor if the Settlor is then of legal capacity or to the Settlor's guardian, if any, and after the Settlor's death to each person who would then be entitled to receive notice of an account of the Trustees of such trust as provided in Section 22.2. Failure to give any notice shall not invalidate the resignation, but it shall not be effective as against any person dealing in good faith with the apparent Trustees of such trust without knowledge thereof.
- VI. *Incapacity of Trustee.* Any individual serving as a Trustee of any trust hereunder shall cease to serve as such Trustee whenever he is not of legal capacity.

Article 4. ACCOUNTS OF TRUSTEES

- I. *During Settlor's Life.* During the Settlor's life, the Trustees shall render an account of their administration of the Trust to the Settlor or to the Settlor's guardian at such times as the Settlor or the Settlor's guardian shall in writing request; provided, however, that the Trustees may at any time or times render an account to the Settlor if the Settlor is of legal capacity or to the Settlor's guardian, even though the account has not been requested. The Settlor shall be deemed to have approved an account if the Settlor or such guardian assents to the account in writing or does not give written notice to the Trustees of an objection to the account within ninety days after the date on which an account is rendered.

- II. *After Settlor's Death.* After the Settlor's death, the Trustees of each trust hereunder shall each year prepare an account of their administration of such trust and shall give written notice to each person entitled thereto as hereinafter provided that the account has been prepared and that a copy thereof will be furnished upon request in writing. Said notice shall be given by mail or delivery to (i) each person to whom net income of such trust shall or may be paid at the time at which said notice is given if such person is then of legal capacity and (ii) the guardian of each person to whom net income shall or may be paid at that time who is then under guardianship. A person to whom notice of an account is given (whether or not such person is entitled to such notice as hereinabove provided) shall be deemed to have approved the account if he assents to the account in writing or if he does not give written notice to the Trustees of his objection to the account within ninety days after the date on which such notice is given, even though such person does not request a copy of the account as hereinabove provided.
- III. *Effect of Approval.* The approval of any account of any trust hereunder at any time as hereinabove provided, during the Settlor's lifetime by the Settlor or the Settlor's guardian, or after the Settlor's death by a majority of the persons entitled to receive notice of the account and to whom notice is in any event given as hereinabove provided, shall constitute a full and complete discharge to the Trustees from further accountability or liability as to all matters and transactions stated therein or shown thereby and as to all persons (whether in being or under disability or not) who have been, are then or may thereafter become entitled or eligible to share in either the net income or principal of such trust, whether or not the Settlor's guardian or any guardian entitled to receive notice of an account of the Trustees is also a Trustee.

Article 5. RESTRAINT UPON ALIENATION

Except as authorized herein, the interest of a beneficiary of any trust hereunder, whether in income or principal, shall not be subject to alienation or anticipation by a beneficiary shall not be pledged or promised by a beneficiary, and shall be free from control by any creditors or spouse of a beneficiary.

Article 6. DISTRIBUTIONS OF PROPERTY

Except as otherwise expressly provided herein, payments of income or principal may be made to any beneficiary of any trust hereunder, including the Settlor ("the beneficiary"), as hereinafter provided. Any payment or application pursuant to this Article shall be a complete discharge to the Trustees to the extent of the amount so paid or applied without any receipt.

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42.1 General.

42.1.1.1 *Payments.* The Trustees may make any payment of income or principal:

- a) directly to a beneficiary(ies), regardless of his legal status, or to his guardian, or;
- b) regardless of the amount of any such payment, to the custodian for the beneficiary, if any, duly nominated by the Settlor, otherwise to any custodian for the beneficiary under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act of any jurisdiction, or;
- c) to the trustee of a trust established for the benefit of the beneficiary in compliance with the provisions of Section 2503(c) of the Internal Revenue Code, or (ii) regardless of the amount of any such payment, a trustee under the Uniform Custodial Trust Act of any jurisdiction, provided that in either event no payment shall be made to the trustee of any such trust if the effect of such a payment could be to postpone the vesting of such payment in possession or enjoyment to a time later than twenty-one years after the death of the last survivor of the Settlor and all of the Settlor's issue living at the time of the Settlor's death.

42.1.1.2 *Application for Benefit.* The Trustee may apply any payment of income or principal for the benefit of the beneficiary.

42.1.1.3 *Exercise of Discretion; Termination of Trusts.* Whenever the Trustees have discretion to pay net income and/or principal to a single beneficiary or any one or more beneficiaries during the term of a trust, the Trustees may make the payments at any time or times and for any reason to any one or more of the beneficiaries in such proportions among them, except as specifically provided otherwise, as they see fit. The discretion to pay principal of any trust hereunder shall include the power to terminate such trust by payment of the remaining balance of the principal to any one or more beneficiaries of the trust.

Article 7. POWERS AND ACTIONS OF TRUSTEES

- I. *Powers.* In extension and not in limitation of any common law or statutory power, the Trustees shall have and may exercise at any time or times, without license of court or consent of or notice to beneficiaries, the following powers, authorities and

discretions, which shall continue after the termination of each trust hereunder for the purpose of distributing the trust estate;

- II. *Investments and Purchases Generally; Nominee Name; Book Entry.* To retain all property received by them from time to time, and to purchase and invest in any property, in all cases regardless of its character, its quality, its location, the principles of diversification or any other principles usually applicable to investments of fiduciaries, including without limitation any and all property received by them by gift, by will or otherwise from the Settlor or anyone else, and any shares, participations or other interests in a common trust fund or a mutual fund and non-income-producing property (provided, however, that property of a trust hereunder may be used to purchase or invest in policies of insurance on the life of a grantor of property to such trust or such grantor's spouse only if such grantor is the Settlor or such spouse is the Settlor's spouse, Abigail); to hold property in the name of a nominee or in any other form not indicating any fiduciary relationship; to deposit securities with a Federal Reserve Bank or clearing corporation, and to permit the ownership and other interests in securities so deposited to be carried in book entry form without the physical delivery of said securities;
- III. *Corporate Securities Generally.* To vote, to give proxies with or without power of substitution and to exercise all other rights of a holder of securities; to exercise in whole or in part any or all options or other rights to purchase securities or obligations of any corporation; to participate in the formation, termination, dissolution, liquidation, reorganization, recapitalization, consolidation, sale or lease of any corporation, trust or business organization, and to receive and retain any securities or other property resulting therefrom; to deposit securities in a voting trust or with a committee, fiduciary or depositary representing holders of securities;
- IV. *Securities Offerings.* To make public or private offerings for the sale of any securities; to enter into agreements incident thereto containing representations, warranties and indemnity provisions; and to incur liabilities in connection therewith;
- V. *Sales and Other Transactions; Abandonment; Disclaimers.* To maintain, repair, improve, develop, subdivide, partition, insure, change or alter, sell or exchange or release any interest in (whether or not for the greatest possible consideration), lease, mortgage or pledge, or grant easements over, or options with respect to, any property, and to determine the terms and manner of doing so, and to execute and deliver all appropriate instruments connected therewith, whether or not the effect thereof extends beyond the termination of any trust hereunder; to impose, amend or remove restrictions on the transfer of any property; to permit any asset to be lost

by tax sale, foreclosure or other proceeding, and to abandon or destroy any property which is or becomes worthless, hazardous, subject to confiscatory taxation or of insufficient value to justify retention; to disclaim, in whole or in part, in accordance with applicable federal and state laws, any property or the succession to any property or part thereof, or any interest therein, to be received hereunder from any source;

- VI. *Borrowing and Lending, and Contractual Rights and Elections.* To borrow or lend money with or without security, and to make contracts and covenants; to make any elections permitted under any pension, profit sharing, employee stock ownership or other benefit plan, or under any insurance contract;
- VII. *Bank Accounts; Agents; Compensation.* To open bank accounts with the right in either or both of them to make withdrawals therefrom; to employ agents, custodians, investment counsel and attorneys, and to pay them reasonable compensation in addition to that of the Trustees;
- VIII. *Settlement of Claims.* To pay, postpone the payment of, resist, settle, compromise, submit to arbitration or enter into or maintain litigation to resolve any claim or matter in dispute, including, without limitation, those involving environmental laws;
- IX. *Probate Adjustments, Determinations and Distributions.* To refrain from making compensating adjustments to income or principal as a result of elections made or deductions taken on tax returns; to determine, regardless of probate law or practice, what constitutes income and principal and the charges to be made against each, and what portion, if any, of interest received on bonds purchased at a premium and dividends received on wasting investments shall be added to principal in order to prevent the diminution of principal; to make allocations, divisions and distributions, pro rata or non-pro rata, in cash or in kind or both, at values on the date or dates of allocation, division or distribution, without regard to the income tax basis of property distributed in kind;
- X. *Location of Assets.* To keep the whole or any part of the property of any trust hereunder in any jurisdiction;
- XI. *Combination of Trusts.* To combine the property of any two or more trusts hereunder and/or to combine the property of any trust hereunder with any trust created by the Settlor or created by the trustees of any trust created by the Settlor, if such trusts are for the benefit of the same beneficiaries and have substantially the same dispositive terms and conditions, and to hold and administer such combined trust property as a single trust (having in mind the inclusion ratio of each such trust and other Federal and state tax attributes thereof), provided, however, that a trust

under Articles 11 or 12 [marital trusts] may be combined only with another trust under said Articles;

- XII. *Common Management of Trusts.* To hold, manage and account for the property of any two or more trusts hereunder in common and as a single fund, making division thereof only upon the Trustees' books of account, and in such event to allocate to each trust its proportionate part of the principal and income of the common fund and to charge to each trust its proportionate part of the expense of administering the common fund; and
- XIII. *Division of Trusts.* To the extent not effectively divided pursuant to the specific provisions of this instrument, to divide any single trust hereunder into two or more trusts if necessary or desirable, each such subdivided trust to be held upon terms identical to those of the single trust; provided, however, that in making such a division the Trustees shall comply with all applicable tax requirements.
- XIV. *Compliance with Environmental Laws.* In connection with the application to any real estate and improvements thereto (the "Real Property") that is at any time an asset of any trust hereunder ("the trust"), of any Federal, state or local law, rule or regulation relating to the contamination of the Real Property by substances or materials prohibited or regulated by Federal, state or local law or that are known to pose a hazard to the environment or to human health, or of any other law involving materials that are known to pose a hazard to the environment or to human health (collectively, "environmental laws"):
- a) *No Personal Trustee Liability for Compliance with Environmental Laws.* The Trustees shall not be personally liable to any beneficiary or other party interested hereunder for any claim against the trust for the diminution in value of the Real Property arising from the Trustees' compliance with environmental laws;
 - b) *Inspection of Real Property.* The Trustees may, in their sole discretion, at any time and from time to time inspect and review, or require the inspection of, the Real Property for the purpose of determining compliance with any environmental law, at the sole expense of the trust;
 - c) *Clean-Up of Real Property.* The Trustees shall have the power to take any and all actions that they shall reasonably deem necessary, in their sole discretion, to prevent, abate, "clean up", or otherwise respond to any violation of any environmental law, prior to the initiation of enforcement action

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by any federal, state or local agency. The Trustees shall be entitled to pay all costs of such response from the trust and from the assets of any other trust hereunder held for the benefit of the same beneficiaries; and

- d) *Disclaimer of Powers.* The Trustees shall have the power to disclaim any power which, in their sole discretion, will or may cause them to be considered an "owner" or "operator" of the Real Property as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time, or which shall otherwise cause them to incur liability under said Act or under any other environmental law. The power to disclaim set forth in this Section shall apply to any power, whether actually set forth in this instrument, incorporated by reference herein, or granted or implied by any statute or rule of law.

- XV. *Decisions and Actions as Binding.* All decisions and determinations (whether with respect to tax elections, values or otherwise) of, and allocations and exercises of discretion by, the Trustees shall be binding and conclusive on all parties interested therein or affected thereby, whether or not in being.

Article 8. PAYMENT OF TAXES AND OTHER AMOUNTS

- I. *Payments to Settlor's Estate.* The Trustees are directed to pay promptly to the Settlor's executor all amounts that said executor shall request in writing from them from time to time for the payment of funeral expenses of the Settlor, expenses of administering the Settlor's estate in all jurisdictions (including expenses incurred in connection with environmental laws), debts payable by said executor, pecuniary legacies under the Settlor's will, and all of the following taxes occasioned by the Settlor's death, whether or not said taxes are attributable to the property passing hereunder: (i) estate taxes, (ii) taxes imposed by Section 4980A(d) of the Internal Revenue Code on excess retirement accumulations, (iii) generation-skipping taxes imposed on direct skips, and (iv) inheritance taxes on property passing or accruing from the Settlor. The Trustees need not inquire as to the correctness or propriety of any amount so requested by the Settlor's executor and shall not be responsible for the application thereof, the receipt of said executor being a complete discharge to the Trustees for any such payment.
- II. *"Flower Bonds."* If at the Settlor's death the Trust owns any Treasury obligations of the United States of America that may be redeemed at their par value in payment of the Federal estate tax occasioned by the Settlor's death and that have a par value

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that is greater than their fair market value, the Trustees are directed to redeem said obligations in payment of said tax.

- III. *Settlement and Direct Payment of Estate Obligations, etc.* The Trustees are authorized to resist, settle, compromise and/or pay the whole or any part of any or all of the items referred to in Section 52.1 to the extent that said items are not resisted, settled, compromised and/or paid by the Settlor's executor, and the certificate of said executor as to the amount of said items shall be binding and conclusive upon all parties interested.
- IV. *Source of Payments.* The Trustees are directed to charge any and all payments made by them pursuant to Sections 52.1., 52.2. and 52.3., without any apportionment thereof, to the property remaining after the disposition provided for under Section 2.1.a.
- V. *Exclusion of Non-Taxable Property.* Notwithstanding any provision herein to the contrary, the Trustees shall not make any payment pursuant to this Article from any property if such payment would subject such property to an estate and/or inheritance tax to which it would not otherwise be subject.

Article 9. TRUSTEES: MISCELLANEOUS PROVISIONS

- I. *Exemption from Bond.* No Trustee, whether original or successor, shall be required to give any bond as such Trustee except as specifically required by law, and then only in the lowest permissible amount and without sureties if permitted by law.
- II. *Exoneration; Indemnity.* A Trustee shall not be liable for the default of any predecessor or other Trustee, for leaving property in the hands of any other Trustee, for relying upon representations or de- terminations made by the executor of the Settlor concerning any matter of which the Trustee is other- wise uninformed affecting any trust hereunder, or for any error of judgment or law on his own part but shall be liable only for his own willful default. A Trustee of any trust hereunder shall be indemnified and held harmless to the extent of the property held by the appropriate trust for any liability incurred by him while acting hereunder except a liability incurred by him through his own willful default.
- III. *Dealings with Affiliated Party.* Any Trustee of any trust hereunder or any firm, corporation or association in or with which he is in any way interested or connected may act as attorney for, deal or contract with and be employed by the Trustees, and any Trustee may be in any manner interested in or connected with any corporation, association, or business in which any trust hereunder is directly or in- directly interested, all in the same manner and with the same freedom as though not a Trustee of such trust and without accountability for any profit, benefit or

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compensation received in connection with such actions, dealings or relationship, none of which shall be void or voidable.

- IV. *Delegation of Powers.* Except as otherwise provided herein, any Trustee of any trust hereunder may from time to time by written power of attorney delegate any or all of his powers, whether discretionary or otherwise, to the other Trustee of such trust for a period of not more than six months at a time. Any such delegation may be renewed by successive powers of attorney and may be revoked.
- V. *Action Notwithstanding Vacancy.* Except as otherwise provided herein, whenever there is only one Trustee of any trust hereunder in office, he shall have full power to act in all matters, discretionary or otherwise, for a period not exceeding six months pending the appointment of another Trustee. Upon acceptance of a trust by a writing signed by a successor Trustee, the title to the property of such trust shall vest in such successor Trustee, jointly with any other Trustee of such trust then acting.
- VI. *Disqualification from Certain Decisions.* Notwithstanding any provision herein to the contrary, no interested person, other than the Settlor:
- a) Shall, with respect to any trust hereunder, have any power, authority or discretion as a Trustee of such trust to make or participate in any discretionary decision concerning (i) the payment or accumulation of income of such trust, (ii) the payment of principal of such trust, (iii) the determination of what constitutes income and principal of such trust and the charges to be made against each, (iv) the division of such trust into separate shares, or (v) the termination of such trust, and no Trustee shall delegate to any such person as a Trustee any such power, authority or discretion, or
 - b) Shall make or participate in any amendment of this trust instrument;
 - c) Shall have any power, authority or discretion as a Trustee of any trust hereunder to exercise any incident of ownership with respect to any policy of insurance on his own life; and
 - d) All powers and discretions given to the Trustees are exercisable only in a fiduciary capacity, in accordance with reasonable discretion. No Trustee other than the Settlor shall possess or participate in the exercise of any power or discretion as a trustee that would otherwise be a general power of

appointment under section 2041(b)(1) of the Internal Revenue Code in favor of the Trustee as a beneficiary or in favor of the Trustee's creditors or estate or creditors thereof.

These provisions are intended to preclude the possibility of the assertion of estate, inheritance or other taxes which, in their absence, might be sought from such persons or from their estates.

Article 10. TRUSTEES' DEALINGS WITH THIRD PARTIES

- I. *Certificate of Trustee.* With respect to the terms of this instrument, the existence and terms of any amendments hereto, the termination of any trust hereunder and the identity, decisions and actions of the Settlor or any beneficiary or any Trustee of any trust, all persons may rely conclusively (i) on the facts stated in a certificate signed by a Trustee of such trust, and (ii) with respect to any real estate held by the Trustees of such trust, on the records of the appropriate office in which instruments affecting such real estate are recorded.
- II. *Dealings with Third Parties in General.* No purchaser or other person dealing with the Trustees shall be bound to inquire concerning the validity of any act purporting to be done by them or be bound to see to the application of any money or property transferred to them or upon their order.

Article 11. AMENDMENT AND REVOCATION

- I. The Settlor expressly reserves the right to amend this instrument and the trusts hereby created in any respect whatever and as often as desired, and also to revoke the same in whole or in part, by an instrument signed by the Settlor and delivered to the Trustees. Upon termination of the Trust pursuant to this Article, the property then held in trust and then or thereafter payable to the Trustees, less such taxes, assessments, expenses and charges, including termination fees, as may properly be assessed against or charged upon the Trust funds in the hands of the Trustees, shall be transferred and conveyed to the Settlor or as the Settlor may in writing direct, and the Settlor's receipt therefor shall be a sufficient acquittance to the Trustees.

Article 12. CONSTRUCTION; DEFINITIONS

- I. *New Hampshire Law; Headings and Titles.* The validity, interpretation, construction and administration of each trust hereunder shall in all respects be governed by the laws of New Hampshire. All headings and titles herein are included only for convenience of reference, and do not affect the interpretation of this instrument.

II. *Definitions.* As used herein:

- a) The term "*property*" means any property, whether real, personal, or mixed;
- b) Reference to "*taxes*" shall be deemed to include any and all interest and penalties in connection therewith, and reference to a "*will*" shall be deemed to include all codicils thereto;
- c) The term "*Trustee*" means, wherever the context so permits, a Trustee for the time being of the appropriate trust, whether original or successor;
- d) The term "*executor*" includes executor, temporary executor, administrator with the will annexed, temporary administrator with the will annexed, administrator, special administrator, voluntary administrator, personal representative and any other person legally appointed to perform substantially the same functions;
- e) The term "*guardian*" means the legally appointed guardian of the property, or conservator, of the appropriate individual, and the term "*guardianship*" includes the term conservatorship;
- f) An individual shall be presumed to be not of "*legal capacity*" whenever he is (i) under guardianship or (ii) incapacitated to such a degree that he is unable to make informed decisions regarding financial affairs as certified in a writing signed by a physician attending him;
- g) The term "*children*" means lawful descendants by blood, or descendants by adoption, in the first degree only;
- h) The term "*issue*" means lawful descendants by blood, or descendants by adoption, in any one or more generations, in any degree, including the first degree;
- i) The term "*descendants by adoption*" means (i) persons who were adopted when less than nineteen years of age, whether or not descendants by blood, or (ii) persons who were adopted when nineteen years of age or more but only if descendants by blood;



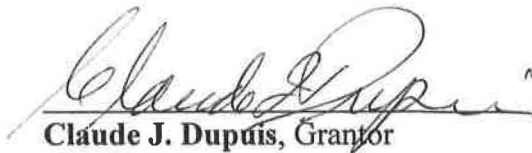
- j) Whenever property is to be distributed "*per stirpes*" to the then living issue of an individual, the person's children, whether or not living at the time of the distribution, shall be treated as the original stocks, and a further subdivision shall be made at each generation;
- k)
- l) The term "*spouse*" means wife or husband, or widow or widower (whether or not remarried);
- m) With respect to any trust hereunder, the term "*interested person*" means (i) any person, other than the Settlor, entitled or eligible to receive, either currently or at any time in the future, net income and/or principal of such trust or (ii) any person, other than the Settlor, who is legally obligated to support a person entitled or eligible to receive, either currently or at any time in the future, net income and/or principal of such trust;
- n) The term "*Settlor's Federal estate tax*" means the Federal estate tax payable as a result of the death of the Settlor; and
- o) The terms "*Internal Revenue Code*" and the "*Code*" mean the Internal Revenue Code of 1986 and all Regulations adopted thereunder, as the same have been or may be amended from time to time, and references to provisions of the Code shall include the corresponding provisions of any subsequent Federal law which may be in force at the time of the Settlor's death or at such other time as is to be inferred from the context of this instrument.

III. *Gender.* Where the context so permits, each of the masculine, feminine, and neuter genders shall be deemed to denote the other two genders, the singular shall be deemed to denote the plural, and the plural shall be deemed to denote the singular.



IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.


Witness Victoria M. Horan


Claude J. Dupuis, Grantor


Witness Victoria M. Horan

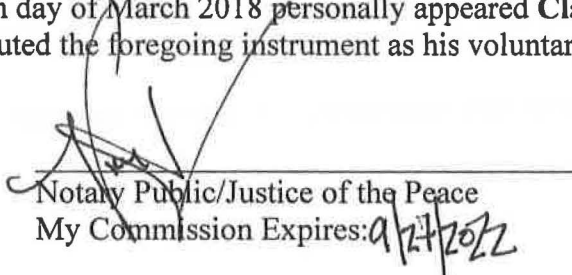

Claude J. Dupuis, Trustee

State of New Hampshire

County of Hillsborough

Before me, this 19th day of March 2018 personally appeared **Claude J. Dupuis** who acknowledged that he executed the foregoing instrument as his voluntary act and deed.

Victoria M. Horan
Notary Public New Hampshire
Commission Expires 9/27/2022


Notary Public/Justice of the Peace
My Commission Expires: 9/27/2022

PROPERTY OWNER INFORMATION SHEET

Town of Alton – NH Route 11 – Lake Winnepesaukee

Parcel Owner: CHRIS MEYERS, C/O CLAUDE J. DUPUIS REVOCABLE TRUST

Property Address: 135 Mount Major Highway, Alton

Parcel Number: 14

Tax Map, and Lot: 36 - 18

Mailing Address: 2 Kim Rd. Salem, NH 03079

Property Owner/s of Record (Print): The Claude J Dupuis Rev. Trust

Signing Authority of Record: Claude J Dupuis

Preferred Owner for Communication: Chris Meyer

Phone Number: 603-490-0283

Email: Cmeyer@comcast.net & Bdup1603@901.com

Four Digit # on reflection Dock Tag: _____

Comments/Additional Information:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 Core Benefits Group 2 Village Green Road Suite A1 Hampstead NH 03841	CONTACT NAME: Nicholas Terzakis	
	PHONE (A/C, No. Ext): 603-329-4933	FAX (A/C, No):
INSURED Claude Dupuis 134 Mount Major Hwy Alton Bay NH 03810	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Johnson & Johnson	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			32623148	7/31/2026	7/31/2027	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	☐ OCCUR							\$
	☐ CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☒ N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

General Liability Alton Deck Holders

Per the written Contract: "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."

CERTIFICATE HOLDER State of New Hampshire 7 Hazen Drive Concord NH 03301 PO Box 483 Concord NH 03802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nicholas Terzakis</i>
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