



The State of New Hampshire
Department of Transportation

25 - 10/21/26



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
October 1, 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 Cheryl A. O'Brien, Trustee, of The Cheryl A. O'Brien 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:

04-096-096-962015-30280000 Right of Way Bureau 009-406912	FY 2027	FY 2028	FY 2029	FY 2030	FY2031	FY2032
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 established an agreement to resolve 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 permitting process necessary to relocate her boathouse, directly adjacent to her property located on the westerly side of NH Route 11. The required relocation of the boathouse imposed additional financial burdens on the Lessee, resulting in delays. The Lessee recently obtained the engineering plans required to submit an application to the Department of Environmental Services (DES). The application required a signature from the property owner (State of New Hampshire) before it could be submitted to DES for approval.

Additional delays resulted from the Bureau's ongoing efforts to remove non-compliant docks, several administrative requirements and approvals (DES and District 3 permits), and the need to obtain appropriate supporting documents (plans, 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 currently 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 'David M. Rodrigue', with a long horizontal flourish 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 CHERYL A. O'BRIEN REVOCABLE TRUST
"TENANT"**

**for property located at
137 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

LITTORAL RIGHTS LEASE

THIS LEASE AGREEMENT, made between The State of New Hampshire, Department of Transportation, hereinafter called the "Department," and **The Cheryl A. O'Brien 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 Cheryl A. O'Brien 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 14 presently, to be relocated to Parcel 15** shown on said plan, and also identified on **Alton Tax Map 36, Lot 19**, 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.**

CAO

- 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 19**, 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, boathouse, and associated stairs/steps within two (2) years effective and beginning on January 31, 2026, to establish compliance pursuant to RSA 4:39-d

**THE CHERYL A. O'BRIEN
REVOCABLE TRUST**

TENANT(S)

Cheryl A O'Brien
Cheryl A. O'Brien, Trustee

_____, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF Beltmap

On this 28 day of July, 2026, personally appeared the above-named
Cheryl A. O'Brien & Cheryl A O'Brien Trustees of The Cheryl A. O'Brien
Revocable Trust and acknowledged the foregoing instrument to be his/her/their voluntary act and
deed. Before me,

Deborah L Page
Notary Public/Justice of the Peace

My commission expires: May 31, 2028



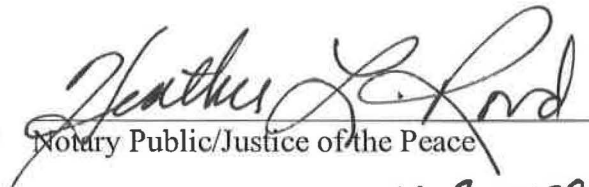
**STATE OF NEW HAMPSHIRE
DEPARTMENT OF
TRANSPORTATION**



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

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

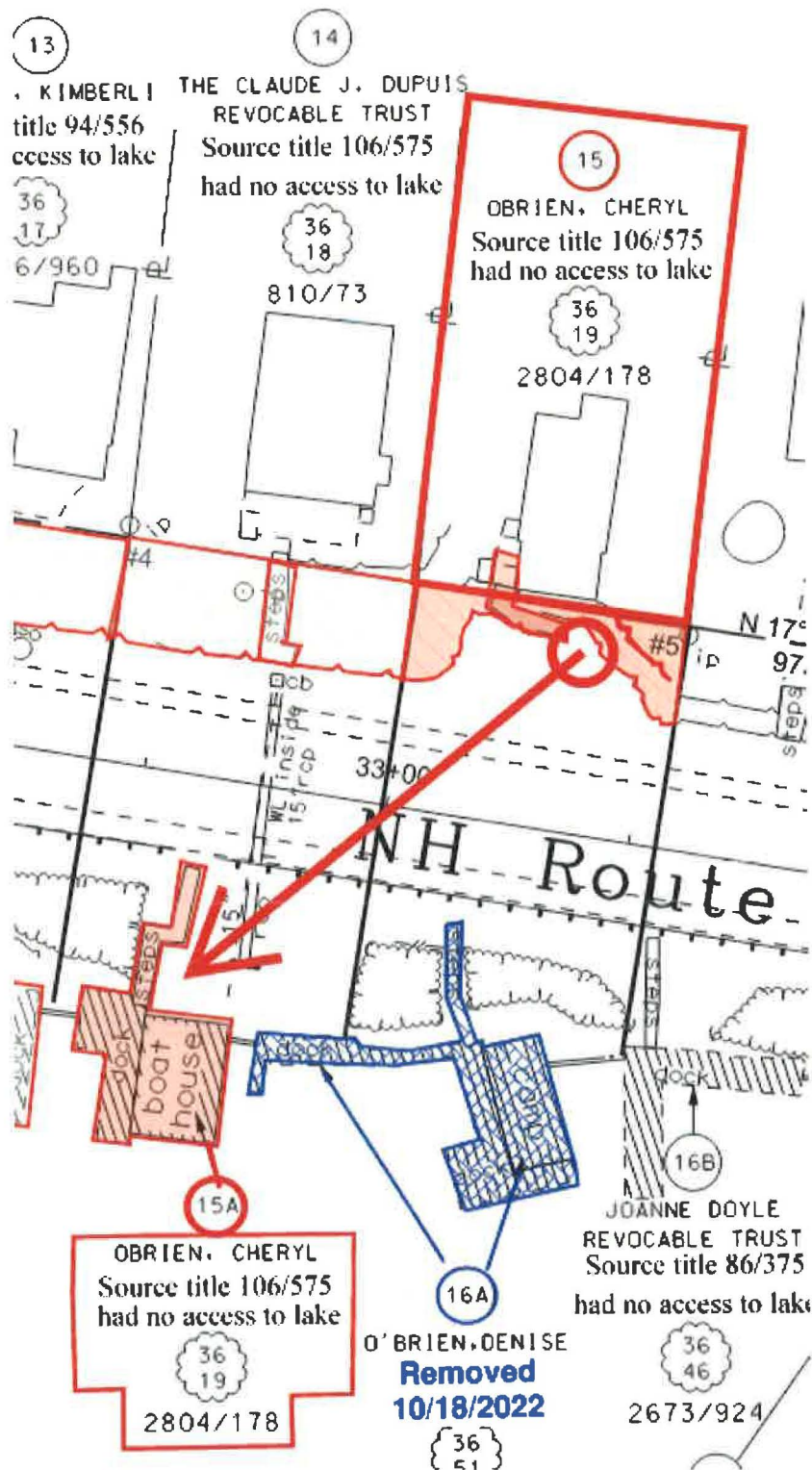
On this 4th day of August, 2026, personally appeared the above-named David Rodrigue, P.E., Commissioner of the Department of Transportation, and as such, being duly authorized to do so, executed the foregoing instrument for the purpose therein contained. Before me,


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

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.

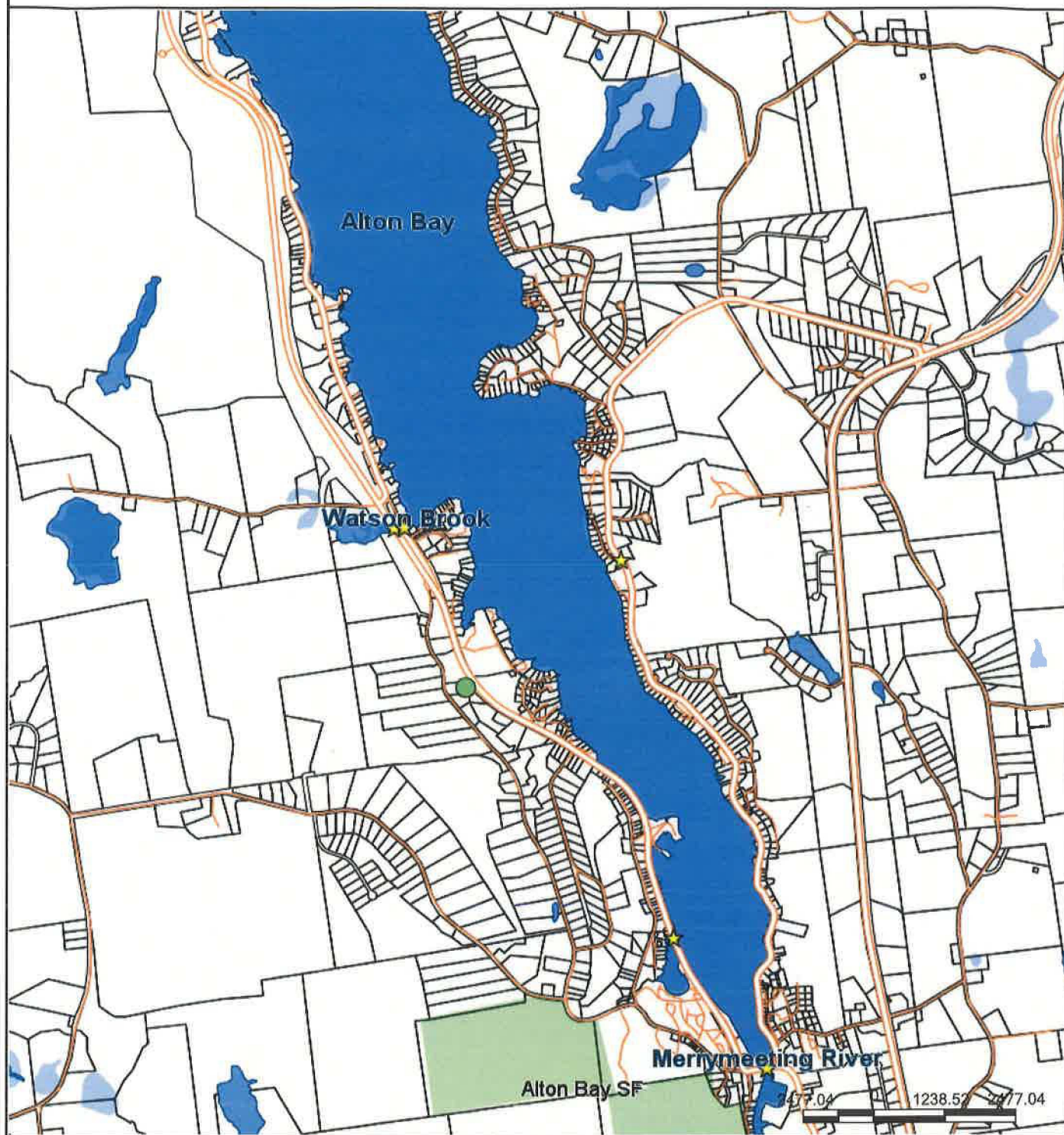
Owner	Parcel	Map/Lot	Maximum Frontage	Maximum Fee
Brandt Development Corp.	Parcel 25	Map 38/Lot 28	Tax Map Frontage-60'	\$2,098.20
Christenson Family Revocable Living Trust	Parcel 38	Map 38/Lot 6	Tax Map Frontage-100'	\$3,497
Wayne and Susan Copp	Parcel 39	Map 38/Lot 7	Tax Map Frontage-50'	\$1,748.50
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

CERTIFICATE OF TRUST

1. **Trust Name.** The Cheryl A. O'Brien Revocable Trust which was created by Agreement dated November 9, 2017 and restated June 6, 2022 (referred to herein as the "Trust") is the subject of this Certificate.

2. **Grantor.** The Grantor of this Trust is Cheryl Ann O'Brien.

3. **Currently Acting Trustee.** The name of the current Trustee is as follows:
Cheryl Ann O'Brien.

4. **Power to Revoke.** The Grantor has the power to revoke the Trust and to modify or amend the Agreement. If the Trust is revoked, the Agreement provides that all property owned in the name of the Trust must be transferred to the Grantor.

5. **Taxpayer Identification Number.** The taxpayer identification number for the trust is the Grantor's Social Security Number.

6. **Trust In Effect.** The Trust is currently in full force and effect. The Trust has not been revoked, and the Agreement has not been modified or amended in any manner that would cause the representations contained in this Certificate of Trust to be incorrect.

7. **Powers of Trustee.** The Trustee is authorized by the Agreement to acquire, sell, convey, pledge, mortgage, lease, or transfer title to any interest in real or personal property, without limitation.

8. **Title to Assets.** Title to Trust assets shall be taken in the name of Cheryl Ann O'Brien as Trustee of the Cheryl A. O'Brien Revocable Trust dated November 9, 2017 and restated June 6, 2022.

9. **Hold Harmless.** No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this Certificate of Trust regarding the Trustee and the Trustee's powers over the property of the Trust shall be held harmless for any resulting loss or liability from such reliance.

10. **Third Party Reliance.** Any third party to whom this Certificate is presented may rely upon an affidavit by the then serving Trustee stating that such Trustee is, in fact, the active Trustee for the Trust. No third party acting in reliance upon this Certificate or such affidavit shall be liable for any losses, damages, or claims caused by compliance with any action requested by the Trustee.



CHEROBR-01

PWILLIAMS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2026

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 HUB International New England 24 Mount Major Hwy Alton Bay, NH 03810	CONTACT NAME: Paulette Williams PHONE (A/C, No, Ext): (603) 875-2791 FAX (A/C, No): E-MAIL ADDRESS: paulette.williams@hubinternational.com
INSURED Cheryl O'Brien 137 Mount Major Highway Alton Bay, NH 03810	INSURER(S) AFFORDING COVERAGE INSURER A : Scottsdale Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 41297

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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			CPS8467240	7/31/2026	7/31/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	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 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. For the easement located at 137 Mt Major Hwy Alton Bay NH 03810

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire 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
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