The State of New Hampshire
Department of Transportation

David Rodrigue, P.E.
Commissioner

Susan M. Klasen, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

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

Bureau of Rail & Transit
October 9, 2026

Requested Action

Pursuant to RSA 228:57-a, authorize the Department of Transportation to enter into a **retroactive** lease agreement with South Down Boat Club (PO Box 6019, Laconia, NH), in the amount of $42,530.00 for the use of state-owned property in Laconia, NH along Paugus Bay. This lease agreement is effective from July 1, 2025, through June 30, 2030, upon Governor and Council approval.

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

Income will be credited as follows:

04-096-096-964010-29910000	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**TOTAL**
Special Railroad Fund						
009-403532						
RR Property Sale/Lease	$8,506.00	$8,506.00	$8,506.00	$8,506.00	$8,506.00	$42,530.00

Explanation

This **retroactive** lease agreement has allowed the lessee to continue to use portions of state-owned railroad property, in accordance with RSA 228:57-a, as they are owners of adjacent residentially developed property and separated from the shore of public waters (as defined by RSA 271:20) by only the railroad property with a lease that expired on June 30, 2025. This lease agreement is for the sole purpose of leasing state-owned railroad property for the installation of a private/non-commercial dock or mooring. A lease in accordance with RSA 228:57-a gives the lessee the right to cross the railroad corridor to access the public waters and thereby requests a permit for a dock or mooring field from the appropriate state agency.

This request is **retroactive** as the previous lease expired June 30, 2025, and the proposed July 1, 2025 start date will have allowed for continuing use while the Department seeks approval. Delays were due to administrative steps and requirements to update the per running foot lease in accordance with RSA 228:57-a, appear before the Long-Range Capital Planning and Utilization Committee, and develop and prepare a more comprehensive shorefront lease agreement that includes a more accurate description of the qualifying property and the inclusion of details that clearly describe conditions and limits of the use of and access to the state-owned railroad corridor. Despite delays in bringing the subject lease forward for review and approval, Bureau of Rail &

Transit staff maintained communication with the lessees seeking lease renewals. Unfortunately, the Property Management Office Manager for South Down Boat Club passed away unexpectedly before the lease was returned to Bureau staff for execution. Once Bureau staff and representatives of South Down Boat Club became aware that the lease had not been executed due to the untimely passing of the office manager, they coordinated promptly to complete the signing process and provide the necessary documentation, allowing the lease to move forward for approval.

The Department of Transportation received a request from the South Down Boat Club to renew a lease for 200 linear feet of frontage along Paugus Bay on the state-owned Concord-Lincoln Railroad Line in Laconia. South Down Boat Club is the owner of the adjacent property at this location that qualifies for such a lease per the terms of RSA 228:57-a.

In accordance with RSA 228:57-a, IV, in March 2025 the Department updated the per running foot per year calculation and it shall be $42.53 per running foot per year for 2025-2029. Pedestrian, and other crossings, shall be subject to a $50 per year fee.

The subject lease shall be 200 linear feet at $8,506.00 per year and a 5-year total of $42,530.00.

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

This Agreement has been reviewed and approved by the Office of the Attorney General for form and execution. Copies of the full executed lease agreement have been provided to the Secretary of State's Office and Department of Administrative Services. Subsequent to the Governor and Council approval, a copy of the Agreement will be on file with the Department of Transportation.

The Council on Resources and Development voted to recommend the lease on February 17, 2004.

The Long-Range Planning and Utilization Committee approved the lease on September 14, 2026, item number LRCP 26-028.

The Department of Transportation has secured the required levels of insurance. Documents supporting this assertion are available at the agency, for review upon request.

Your approval of this lease agreement is respectfully requested.

Sincerely,



David M. Rodrigue, P.E.
Commissioner

Attachments

Approved by the Long Range Capital Planning and Utilization Committee
September 14, 2026

LRCP 26-028

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

From: Louis A. Barker
Railroad Planner

Date: August 25, 2026

At: Dept. of Transportation
Bureau of Rail and Transit

thru: Julie Mathews, P.E.
Railroad Operations Engineer

Shelley Winters, Deputy Commissioner
Department of Transportation
08/25/26

Eric Sargent, Administrator
Bureau of Right of Way

SUBJECT: Proposed Lease of State-owned Railroad Property on Railroad Corridor
RSA 228:57-a – South Down Boat Club

TO: Representative David Milz, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

1. Pursuant to RSA 228:57-a, II, the Department of Transportation requests approval from the Long Range Capital Planning and Utilization Committee to renew the attached lease for railroad frontage along Lake Winnipesauke for private, non-commercial docks or moorings on the State-owned Concord to Lincoln Railroad Corridor in the City of Laconia. As established by RSA 228:57-a and calculated using the New England Consumer Price Index table, the cost of a lease is $42.53 per linear foot per year. The table on a previously approved submittal to Long Range did not include the listing for the South Down Boat Club (D-19). The requested renewal is for 200 linear feet of railroad frontage for a 5-year total of $42,530.00 for South Down Boat Club as Tenant.

2. Pursuant to RSA 4:40, III-a, the Department of Transportation requests the Long-Range Capital Planning and Utilization Committee waive the $1,100.00 Administrative Fee, as this is a renewal of an existing agreement.

EXPLANATION

RSA 228:57-a allows the Department to lease for private, non-commercial use portions of a railroad corridor to the owners of adjacent properties separated from the shore of public waters, as defined by RSA 271:20, by only the railroad corridor. The Tenant owns property that abuts the subject railroad corridors for a distance that exceeds 1,750 feet. The previous lease had a term from July 1, 2020, through June 30, 2025. Per section 2.02 of the previous lease there is a

provision to negotiate a new lease for an additional five (5) year period beginning July 1, 2025. This request is to enter into a 5-year lease retroactive to July 1, 2025.

As established by RSA 228:57-a and calculated using the New England Consumer Price Index table, the current cost of a waterfront lease is $42.53 per linear foot per year. Attached updated table titled "Dock Lease Rate CPI, 2025-2029", dated 12 Mar 25, summarizes the calculations and the proposed lease rates for each location. The table titled "Dock and Moorings with Private Pedestrian Crossings" lists the yearly lease fee for each crossing and the five-year total for each location. South Down Boat Club was inadvertently left off the table when it was previously submitted to the Long Range Capital Planning & Utilization Committee. Attached is the table updated to include the proposed South Down Boat Club lease renewal.

DOCKS AND MOORINGS WITH PRIVATE PEDESTRIAN CROSSINGS
Long Range Capital Planning & Utilization Committee - LIST of PROPOSED LEASE RENEWALS
Updated 17 August 2026

DOCK ID NUMBER	NAME	TOWN	COST PER LINEAR FOOT	LINEAR FOOTAGE	YEARLY FEE W/ CROSSING	5 YEAR ANT DUE
D-01	DeStefano (Iuliano)	Laconia	$42.53	50	$2,176.50	$10,882.50
D-02	Gillis	Laconia	$42.53	50	$2,176.50	$10,882.50
D-03	Spinosa	Laconia	$42.53	50	$2,176.50	$10,882.50
D-04	Campbell	Laconia	$42.53	50	$2,176.50	$10,882.50
D-05	*Hurley*	Laconia	$42.53	50	$2,176.50	$10,882.50
D-06	Ratcliffe	Laconia	$42.53	50	$2,176.50	$10,882.50
D-07	McGuire (Zogopoulos)	Laconia	$42.53	75	$3,239.75	$16,198.75
D-08	Breakwater Condos	Laconia	$42.53	150	$6,429.50	$32,147.50
D-09	Scenic Cove	Laconia	$42.53	150	$6,429.50	$32,147.50
D-10	Correia	Laconia	$42.53	150	$6,429.50	$32,147.50
D-11	Pearson	Belmont	$42.53	75	$3,239.75	$16,198.75
D-12	Beaudoin	Meredith	$42.53	75	$3,239.75	$16,198.75
D-13	Lake Ridge Meredith	Meredith	$42.53	1351	$57,508.03	$287,540.15
D-14	Grouse Point	Meredith	$42.53	280	$11,958.40	$59,792.00
D-15	East Bluff Highland	Meredith	$42.53	58	$2,516.74	$12,583.70
D-16	East Bluff Village	Meredith	$42.53	58	$2,516.74	$12,583.70
D-17	Corr	Enfield	$42.53	75	$3,239.75	$16,198.75
D-18	Sun Lake Village	Belmont	$42.53	375	$15,998.75	$79,993.75
D-19	South Down Boat Club	Laconia	$42.53	200	$8506.00	$42,530.00

1. Total fees with crossings are calculated per year for five years for each location as shown on the table.
2. Leases for these locations were previously approved by the Long-Range Capital Planning and Utilization Committee.
3. East Bluff Highland and East Bluff Village Associations have joint tenancy.

The Department has reviewed the request and again determined that the lease will not interfere with use of the railroad operations on the subject railroad corridor.

The New Hampshire Council on Resources and Development recommendation for this lease was obtained February 17, 2004. The Governor and Council approvals were obtained for each previous South Down Boat Club Lease.

Authorization is requested to lease the segments of property on the state-owned railroad corridors, as outlined above.

Attachments

THIS LEASE made and entered into, between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and South Down Boat Club, PO Box 6019, Laconia, 03247-6019 hereinafter (collectively) called the "TENANT".

WHEREAS, the LANDLORD is the owner of the hereinafter described property, which is not immediately required by the LANDLORD and has been requested by the TENANT to lease the property to the TENANT on an "as is" basis.

WHEREAS the State is the owner of the Plymouth & Lincoln Railroad (Corridor) in the city of Laconia, County of Belknap, State of New Hampshire. The Corridor is used by the Plymouth & Lincoln (Railroad Operator) under an Operating Agreement with the State of New Hampshire.

WHEREAS the TENANT's ownership includes a parcel identified as City of Laconia Section 264, Block 275 and Lot 5 which is adjacent to the Corridor. Said parcel qualifies, per RSA 228:57-a, for the ability to lease state-owned railroad waterfront for the sole purpose of installing a dock or mooring (RSA 228:57-a, II-a).

WHEREAS the LANDLORD is willing to comply with said request, provided that the TENANT, as a condition to the occupancy of said premises, joins in the execution of this LEASE for the purpose of accepting every condition herein set forth during the occupancy of said premises by the TENANT.

NOW, THEREFORE, THIS LEASE WITNESSETH THAT:

1. DEMISE OF THE PREMISES

1.01 For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the TENANT of every term and condition herein set forth, the LANDLORD hereby leases and demises to the TENANT the premises (200 linear feet) located in the City of Laconia on the Corridor at Mile Post C30.72, Engineering Station 1617+60. For reference, length of TENANT's abutting property shown utilizing centerline Engineering Station 1617+60 to Station 1619+60 as shown on the attached Plan tiled "Congregate Mooring Field, Southdown Shores" (Attachment 2) and "Railroad Valuation Section 21, Map 67" (Attachment 3).

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1.07 The TENANT shall review and be fully aware of the LANDLORD's property (Right-of-Way). A Cross Section, "NHDOT ROW" (Attachment 4), is provided noting the dimensions each direction from the center line of the track system. The TENANT shall understand any activity within the Right-of-Way must be approved in writing by the LANDLORD.

2. TERM

2.01 The lease shall be effective on approval by the Governor and Executive Council, the term of the lease shall have commenced on July 1, 2025, and shall end on June 30, 2030, unless terminated sooner in accordance with Condition 17.01 or 17.02.

2.02 The TENANT shall notify the LANDLORD no less than six months but no more than twelve (12) months of the ending date that the TENANT wishes to enter negotiations for a new LEASE for an additional five (5) year period. If the TENANT and the LANDLORD cannot agree upon a new LEASE, the TENANT shall surrender to the LANDLORD the premises in accordance with Condition 18.01.

3. SECURITY DEPOSIT AND RENT

3.01 The TENANT agrees to pay to the LANDLORD as a Security Deposit for demised premises the sum of **___N/A_____ ($0.00)** dollars to secure the performance of the TENANT's obligations hereunder. The LANDLORD may at its option set off all or portions of the deposit to pay for damages caused by any breach of the TENANT's obligations hereunder. The TENANT shall not have the right to apply the security deposit in payment of any past due rent.

3.02 All real or personal property taxes assessed by the City of Laconia as a result of this LEASE are not included in the rent and will be paid by the TENANT. In accordance with RSA 72:23, I(b), "failure of the lessee to pay any duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor."

3.03 Rent is calculated at 200 LF $42.53 per linear foot. Annual Fee is in accordance with "NHDOT RSA 228:57-A CPI Calculation Table" (Attachment 5).

3.04 Rent shall be **$8,506.00 per year, for an annual total of $8,506.00**, payable in advance, due July 1 of each year, to the LANDLORD at the following address:

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
BUREAU OF FINANCE & CONTRACTS
J. O. MORTON BUILDING
PO BOX 483
CONCORD NH 03302-0483

If the total rental amount is not paid within ten (10) days after the due date, the LANDLORD shall be entitled to a 3% late charge on the total annual rent.

4. QUIET ENJOYMENT

4.01 The LANDLORD covenants and agrees that so long as the TENANT is not in default of any of the covenants and agreements of this LEASE, the TENANT's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by the LANDLORD or any person claiming by or through the LANDLORD.

5. USE OF PREMISES

5.01 The premises shall be used and occupied by the TENANT exclusively as a personal dock or mooring with other approved crossings, collectively called the FACILITY, and neither the premises nor any part thereof shall be used at any time during the term of this LEASE by the TENANT for the purpose of carrying on any other business, profession or trade of any kind. The TENANT shall comply with all laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises during the term of this LEASE. The TENANT shall not use the premises in any manner that will disturb a neighbor's peaceful enjoyment of other property. The TENANT shall not use or occupy any additional state-owned railroad property, such as the square footage between the railroad tracks and the shorefront, for personal or business purposes. The shorefront property, by the linear foot, is availed for the sole purpose of installing a dock or mooring.

5.02 Procurement and delivery of a current Dock or Mooring Permit issued by the **New Hampshire Department of Environmental Services' Wetlands Bureau (NHDES)** to the LANDLORD is a condition precedent to the effectiveness of this Lease. The TENANT agrees to furnish a copy of a current Dock Permit issued by the NHDES that has been recorded at the Registry of Deeds to the Bureau of Rail & Transit. Failure to furnish documentation to the Bureau of Rail & Transit may result in the termination of the Lease subject to the provisions of Section 16.

5.03 No TENANT or visitor or invitee of the TENANT may park any motorized vehicle on any area, which is not designated specifically for parking. No unregistered motorized vehicles shall be stored upon the premises.

6. CONSTRUCTION AND MAINTENANCE OF PREMISES

6.01 The TENANT agrees that all work on construction, maintenance, repair, and reconstruction of said FACILITY shall be performed at a time and under conditions acceptable to the State and shall at no time interfere with the operation of the railroad by the State, its lessees or assigns. The TENANT shall maintain, repair or reconstruct the FACILITY as shown on the approved plan "Congregate Mooring Field, Southdown Shores" (Attachment 2).

6.02 The TENANT agrees that it is liable for the cost of all work and materials required to construct, use, maintain, repair, relocate and reconstruct said FACILITY on the Corridor. Such responsibility shall include, but not be limited to, the cost of all on-site inspectors or other representatives of the LANDLORD to inspect the materials and to monitor construction and a railroad flagger, if such individuals are necessary in the sole judgment of the LANDLORD. The cost for representatives of the State is in accordance with the "NHDOT Railroad Rate Schedule" (Attachment 6), which is updated annually, and for which actual costs will be based on the annual rates in effect when work occurs. If representatives other than the State are used, the methodology will be the same, but the rates will be at the in-effect rates of the third party and as approved by the State. Any deficiencies in materials, methods of construction or workmanship shall be promptly corrected to the mutual satisfaction of the TENANT and the LANDLORD. The TENANT is solely responsible for the presence of its equipment along the Corridor.

6.03 The LANDLORD or Railroad Operator shall provide 7 days' written notice of proposed work on the Corridor. The LANDLORD or Railroad Operator shall not be responsible for any damage to the TENANT'S FACILITY when work or maintenance on railroad related facilities is undertaken.

6.04 The TENANT shall retain the Railroad Operator responsible for maintenance of the track adjacent to the FACILITY, or, if not available, a railroad contractor approved by the LANDLORD, to perform all railroad related track work (such as replacing and/or installing ballast, defective ties, tie plates, spikes and crossing structures) during the construction or whenever the track structure is disturbed, distorted or altered due to the existence of said FACILITY. The Railroad Operator's current fee and wage structure will be used for all services rendered by the Railroad Operator.

6.05 Any damage to the Corridor contained herein which, as determined by the LANDLORD, is caused by results from or arises out of the installation, maintenance or presence of the TENANT's FACILITY shall be repaired by the LANDLORD. The TENANT shall fully compensate the LANDLORD for all costs associated with the repair of any such damage.

6.06 The TENANT shall coordinate any and all work within the Corridor with the Railroad Operator (Plymouth & Lincoln Railroad) LANDLORD by contacting railroad personnel at 603-913-7760 and LANDLORD by contacting state personnel at (603) 271-2468, and giving them a minimum of 7 calendar days' advance notice of the work to be performed in the area so that the Railroad Operator and inspectors can schedule railroad related work around the construction. The TENANT cannot enter onto the Corridor for maintenance and/or repairs to the FACILITY without first obtaining authorization from the LANDLORD and the Railroad Operator.

6.07 The TENANT shall, at the LANDLORD's request and the TENANT's expense, provide whatever protection is deemed necessary by the LANDLORD, in the event the LANDLORD performs any work on or within the Corridor, including but not limited to inspection, maintenance, cleaning, snow removal, construction, rehabilitation, and repair of such State-owned railroad property.

6.08 At the request of the LANDLORD, the TENANT shall submit its written maintenance policies and procedures to be used for the inspection repair and maintenance of said FACILITY review and approval. If requested by the LANDLORD, such policies and procedures shall be approved by the LANDLORD prior to initial operation of the constructed FACILITY.

6.09 The TENANT acknowledges that the premises are in good order and repaired at the beginning of the LEASE term, unless otherwise indicated by attached written statement. The TENANT shall at their own expense maintain the premises in a clean and sanitary manner. The TENANT shall not allow brush, leaves, grass or other plant matter, ice, snow, dirt or any other material to be placed on the premises.

6.10 The TENANT shall be responsible for any damage caused during this tenancy. The TENANT shall return the premises to the LANDLORD in as good order and condition as when received, ordinary wear and tear accepted. The TENANT agrees to be responsible for all single job repair costs. The LANDLORD reserves the right to select the persons or company to perform any such repairs.

7. DAMAGE TO PREMISES

7.01 If the premises are damaged to render them untenantable, then either party shall have the right to terminate this LEASE as of the date on which the damage occurs, through written notice to the other party, to be delivered within ten (10) days after the occurrence of such damage. However, should the damage or destruction occur as a result of any act or omission on the part of the TENANT or its invitees, then only, the LANDLORD shall have the right to terminate this LEASE. Should the right to terminate be exercised, the rent for the current year shall be prorated between the parties as of the date the damage occurred.

8. ALTERATIONS AND IMPROVEMENTS

8.01 The TENANT shall make no alterations to the premises, including plantings, or construct any building or make other improvements on the premises without the prior written consent of the LANDLORD. All alterations, changes, and improvements built, constructed, or placed on the premises by the TENANT, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between the LANDLORD and the TENANT, be the property of the LANDLORD and remain on the demised premises at the expiration or sooner termination of this LEASE.

9. ENTRY AND INSPECTION

9.01 The LANDLORD retains the right to enter the premises in the case of an emergency, or to make necessary repairs, alterations, improvements, or to supply necessary or agreed services, or to exhibit the premises to prospective purchasers or tenants, workmen, contractors, or others, or when the TENANT has abandoned or surrendered the premises, or whenever necessary to determine the condition of the premises. Whenever practical the LANDLORD shall provide the TENANT with 24 hours' notice prior to entry. Any indication of LEASE violations shall be grounds for immediate eviction action.

10. ASSIGNMENT AND SUBLETTING

10.01 Without the prior written consent of the LANDLORD, the TENANT shall not assign this LEASE or sublet or grant any concession or license to use the premises or any part thereof. A consent by the LANDLORD to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession, or license without the prior written consent of the LANDLORD or an assignment or subletting or operation of law, shall be void and shall, at the LANDLORD's option, terminate this LEASE.

11. UTILITIES

11.01 The TENANT shall be responsible for arranging for and paying for all utility services required on the premises. Such services shall be installed per NHDOT Bureau of Rail & Transit standards and not without written permission from the LANDLORD.

12. DANGEROUS MATERIALS

12.01 The TENANT shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous.

13. INDEMNIFICATION AND INSURANCE

13.01 The TENANT acknowledges that the FACILITY is being requested for the TENANT's advantage and does not involve the Railroad Operator or LANDLORD's performance of their duties to the public. The TENANT further acknowledges that the installation and use of the FACILITY by the TENANT will expose the LANDLORD and the Railroad Operator to additional liability to which they would not otherwise be exposed. Accordingly, the TENANT agrees that neither the LANDLORD nor the Railroad Operator shall be liable for injury or death of the TENANT or agent of TENANT, regardless of status as guest, invitee or trespasser, or for loss or destruction of or damage to any property of the TENANT or any agent of the TENANT while upon, or about, or in the use of the FACILITY. The TENANT and its employees, contractors and agents agree to defend, indemnify, and hold harmless the LANDLORD, its officers, agents and employees, from and against any and all losses suffered by the LANDLORD, its successors and assigns, officers, agents, employees and Railroad Operator, from any and all claims, liabilities or penalties asserted against the LANDLORD, its successors and assigns, officers, agents and employees, by or on behalf of any person on account of, based 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, maintenance, installation, removal or existence of this FACILITY, respective of any negligence on the party of the LANDLORD, the Railroad Operator or their agents or employees. Without limiting the foregoing, it is agreed that this covenant of indemnification shall apply to all cases of loss, damage, injury, death, cost or expense for which any party to this agreement may or shall be liable. For the

purpose of this agreement, all persons using the FACILITY shall be deemed agents of the TENANT. This covenant shall survive the termination of this Agreement. In addition, the TENANT shall pay the premiums on a policy or policies of insurance covering the following at said FACILITY, designating the State of New Hampshire and the Railroad Operator as additional named insureds.

13.01.1 Commercial General Liability:

$1,000,000.00 each occurrence/$2,000,000.00 in the aggregate

13.02 The TENANT further agrees to obtain and keep in force a policy or policies of insurance providing Comprehensive General Liability or Comprehensive Personal Liability with a minimum $1,000,000.00 per occurrence limit covering bodily injury and property damage and $2,000,000.00 in the aggregate designating the State of New Hampshire and Plymouth & Lincoln Railroad as additional named insureds.

13.03 Procurement and delivery of a certificate indicating such insurance acceptable to the LANDLORD is a condition precedent to the effectiveness of this Agreement. The TENANT shall provide to the LANDLORD a certificate of insurance demonstrating that the required coverage has been obtained and containing the following wording. “The State of New Hampshire and Plymouth & Lincoln Railroad are named as additional insured with respect to liability arising from the use and/or occupation of State-owned premises under this Agreement between the LANDLORD and the Named Insured.” Nothing contained herein shall be construed as a waiver of sovereign immunity.

13.04 In the event the TENANT elects to retain an independent contractor to install the crossing the and the independent contractor will be required under the terms of a Temporary Use Agreement to obtain and maintain a policy or policies of insurance effective during the construction of the FACILITY for Comprehensive Automobile Liability, Worker’s Compensation Insurance and Railroad Protective Public and Property Damage Liability designating the State of New Hampshire and the Railroad Operator as additional insureds.

13.05 No provision of this Agreement is intended to waive any aspect of the State’s sovereign immunity, and any possible counterclaims or defenses it may assert relative to any claim brought related to this Agreement or the FACILITY.

14. BONDING

14.01 Blank

15. HOLDOVER BY TENANT

15.01 No holdover by the TENANT will be permitted. The LANDLORD and TENANT must execute a new LEASE upon expiration of an existing LEASE in order for a TENANT to remain in possession of the premises.

16. DEFAULT

16.01 The LANDLORD 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, and may order a discontinuance of the practices, or the performance of any of the work related to such default by giving the TENANT ten (10) days’ notice in writing. Failure of the TENANT to comply with the notice shall automatically give the LANDLORD the right to terminate this LEASE evict the TENANT and take full and complete possession of the premises.

17. TERMINATION OF LEASE FOR CAUSE

17.01 In the event that the TENANT shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice, thereof, or if the TENANT shall default 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 ten (10) days of written notice by the LANDLORD to the TENANT specifying such default and requiring it to be remedied then, and in such an event, the LANDLORD may serve a written notice of termination of this LEASE upon the TENANT and this LEASE and the term hereunder shall terminate and upon such termination the LANDLORD may immediately or at any time thereafter, without demand or notice enter into or upon the premises and repossess the same.

17.02 If it becomes necessary for the LANDLORD to institute suit for eviction or damages on account of rental arrears or violation of the terms of this LEASE, the LANDLORD shall be entitled to include in such suit for eviction or damages, a claim for attorney's fees and court costs incident thereto, which fees the TENANT hereby covenants and agrees to pay.

18. TERMINATION FOR CONVENIENCE

18.01 The LANDLORD may terminate the LEASE at any time by giving thirty (30) days' notice thereof in writing and may take full and complete possession of the premises hereby leased, at the end of said thirty (30) day period with no further liability of any nature whatsoever to the TENANT for so doing. Should the LANDLORD terminate this LEASE by giving the thirty (30) days' notice during any period for which a full year's rent has already been paid, the LANDLORD 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 occupy the premises.

18.02 The TENANT may terminate this LEASE Agreement at any time by giving at least thirty (30) days' notice in writing, specifying in said notice the day (and the time of day) on which possession of the premises will be surrendered. The TENANT shall not vacate or leave the premises unattended on the day of surrender until the LANDLORD's representative shall have sufficient time to check the premises prior to taking formal possession thereof. If the TENANT shall terminate this LEASE in accordance with the above provisions, payment of rent shall cease at the end of the said thirty (30) day period, or at the end of the day on which possession shall be surrendered, whichever shall last occur.

19. SURRENDER OF THE PREMISES

19.01 In the event that the term or any extension thereof shall have expired or terminated, the TENANT shall peacefully quit and surrender to the LANDLORD the premises together with all improvements, alterations, or additions made by the TENANT, which cannot be removed without damaging the premises. The TENANT shall remove all personal property and shall repair any damage caused by such removal. The TENANT's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this LEASE.

20. INDEMNIFICATION AND RELEASE FROM LIABILITY

20.01 The TENANT further releases the LANDLORD, its agents and employees, from any and all claims or demands for damages or injuries of any nature whatsoever attributable to the taking, use and occupancy of any portion of the premises caused by the construction and maintenance by the State of New Hampshire of any transportation project or proposed project which abuts (or will abut) or may effect in any way the property herein leased.

21. DISCRIMINATION PROHIBITED

21.01 The TENANT hereby covenants and agrees that no person on the ground of race, color, national origin or sex, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, and that in the construction of any improvements on, over or under such premises and the furnishing of services thereon, no person on the ground of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and that the TENANT shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

22. MISCELLANEOUS

22.01 LANDLORD's Agents. All rights and obligations of the LANDLORD under this LEASE may be performed or exercised by such agents as the LANDLORD may select.

22.02 Notice. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office.

22.03 All notices required pursuant to this Agreement shall be forwarded by registered or certified mail to the following:

To State:	To the Permittee:
NH Department of Transportation	South Down Boat Club
Bureau of Rail & Transit	PO 6019
PO Box 483	Laconia, NH 03247-6019
Concord, NH 03302-0483	
Attention:	Attention: Ms. Bruce Wright
Railroad Property Specialist	Property Manager
(603) 271-2468	(603)-527-6168
RailroadProperty@dot.nh.gov	brucewright@irwinmarine.com

22.04 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 their respective successors and assigns, and may be canceled, modified, or amended only by a written instrument executed and approved by the LANDLORD and the TENANT.

22.05 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.

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

22.07 Entire LEASE. This LEASE embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

22.08 No Waiver of Sovereign Immunity. No provision in this LEASE is intended to be, nor shall it be interpreted by either party to be a waiver of the State's sovereign immunity.

Attachments:

Attachment 1 – South Down Boat Club Topographic Map (dated 3-28-2025)
Attachment 2 – Congregate Mooring Field, Southdown Shores (dated 7-1-2025)
Attachment 3 – Railroad Valuation Section 21, Sheet 67 (dated 7-1-2025)
Attachment 4 – NHDOT ROW (dated 7-1-2025)
Attachment 5 – NHDOT RSA 228:57-a CPI Calculation Table (dated 3-12-2025)
Attachment 6 – NHDOT Railroad Rate Schedule (dated 08-28-2023)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, the day and year first-written above.

TENANT

Richard J. Mariano
Signature

4/16/26
Date

RICHARD J. MARIANO, PRESIDENT - SDBC
Print Name and Title

STATE OF NH

COUNTY OF Belknap

On, 4/16/2026, before the undersigned officer personally appeared Richard Mariano known to me (or satisfactorily proven) to be the President of the corporation identified in the foregoing document and acknowledged that they executed the foregoing document.

In witness whereof I hereunto set my hand and official seal.

PHYLLIS M MCENTEE NOTARY PUBLIC Exp. 5/3/2028 NEW HAMPSHIRE

April 16, 2026
Date

Phyllis M McEntee
Notary Public

LANDLORD

Commissioner
New Hampshire Department of Transportation

7/27/2026
Date

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on 9/29/2026, 2026.

OFFICE OF THE ATTORNEY GENERAL

Attorney

Approved by Governor and Council on _____, Item # _____.

ATTEST:_____
Secretary of State

Approved by New Hampshire Council on Resources and Development on February 17, 2004.

Approved by Long Range Capital Planning and Utilization Committee on September 14, 2026.

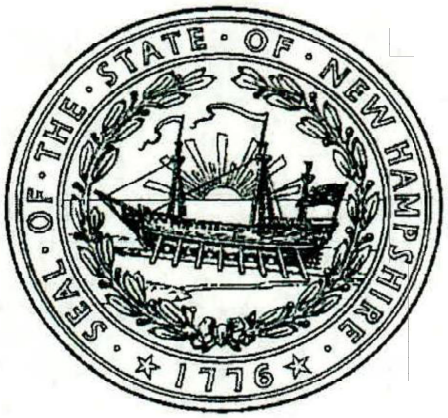
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH DOWN BOAT CLUB ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 26, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **92624**

Certificate Number: **0007907531**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2026.

David M. Scanlan
Secretary of State

SOUTH DOWN BOAT CLUB
PO Box 6019
Laconia, NH 03247

CERTIFICATE OF VOTE

I, William Stone, hereby certify that I am the duly elected Clerk of the South Down Boat Club, PO Box 6019, Laconia, NH 03247.

I hereby certify that Richard Mariano is the President of South Down Boat Club. By a vote taken at the Board of Directors meeting on April 14, 2026, the President is empowered to execute a Lease Agreement with the State of New Hampshire that will allow the South Down Boat Club to lease a portion of State-Owned Concord-Lincoln Railroad Corridor in Laconia, NH.

I certify that the above has not been amended or repealed and remains in force and effect as of April 14, 2026

Attested:

William Stone, Clerk
Duly Authorized

4/16/26
Date

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP, SS

The above named, William Stone, personally appeared before me, and made oath that the facts alleged in the foregoing are true according to the best of his knowledge and belief.

PHYLLIS M MCENTEE
NOTARY
PUBLIC
Exp. 5/3/2028
NEW HAMPSHIRE

Notary Public
Phyllis McEntee

My commission expires:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/24/2026

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	CONTACT NAME: Janice Bagley	
Melcher & Prescott Insurance 426 Main Street Laconia NH 03246	PHONE (A/C, No, Ext): (603) 524-4535	FAX (A/C, No):
	E-MAIL ADDRESS: jbagley@melcher-prescott.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Swiss Re Corporate Solutions America Ins Corp	
INSURER B : Navigators Insurance Company	42307
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
South Down Boat Club Association
P O Box 6019
Laconia NH 03247-6019

COVERAGES **CERTIFICATE NUMBER:** 26-27 Master **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		50M2003259-00	04/21/2026	04/21/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			50C2002461-00	04/21/2026	04/21/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		26-L8837-02	04/21/2026	04/21/2027	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) 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	 $ $ $
A	Marina Operators Legal Liability			50M2003259-00	04/21/2026	04/21/2027	Marina Operators Protection & Indemnity	$1,000000 $1,000,000

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

The State of New Hampshire and Plymouth & Lincoln Railroad are additional insureds with respect to liability arising from the use and/or occupation of State-owned premises under the agreement between the landlord and South Down Boat Club.

CERTIFICATE HOLDER

NH Department of Transportation
Bureau of Rail & Transit
PO Box 483
Concord NH 03302-0483

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

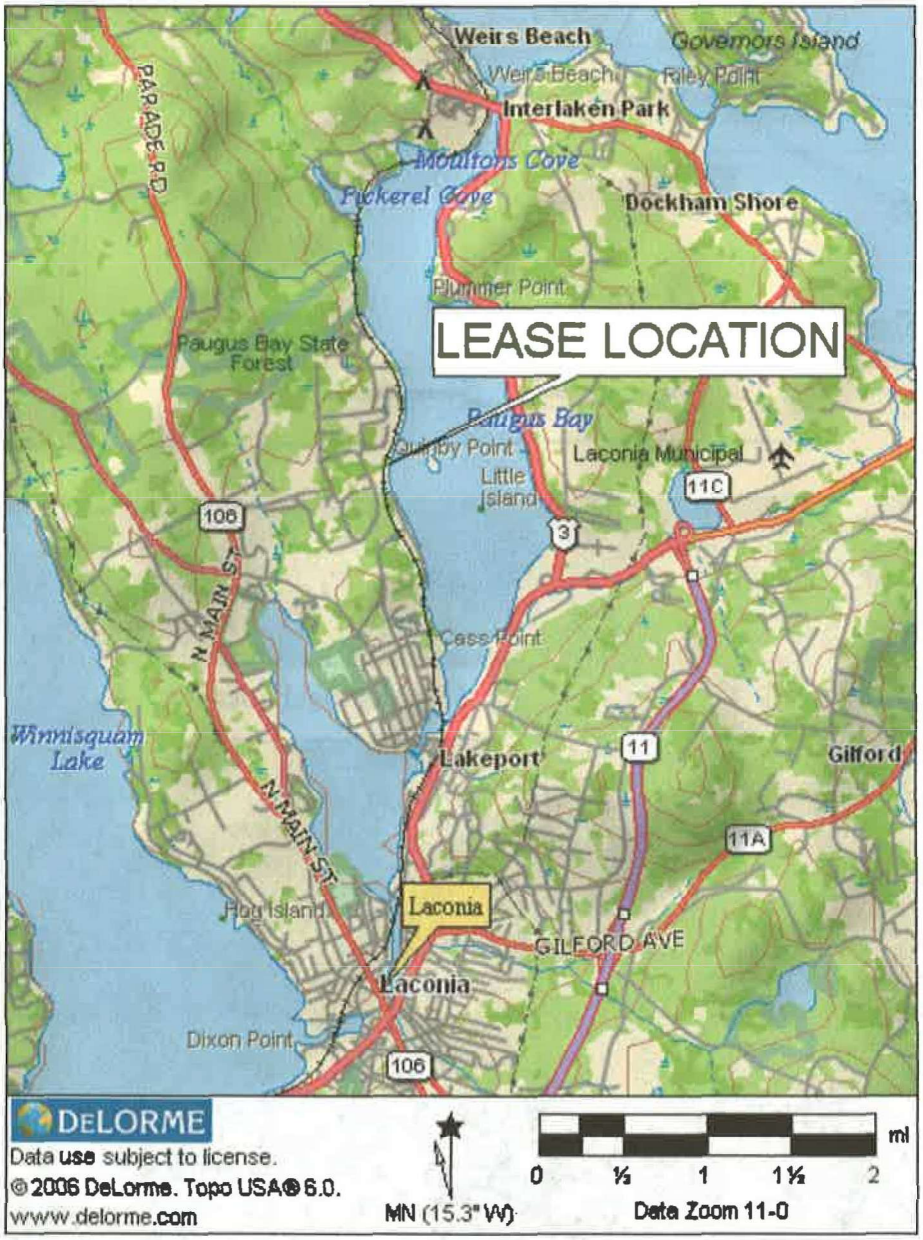
Janice Bagley

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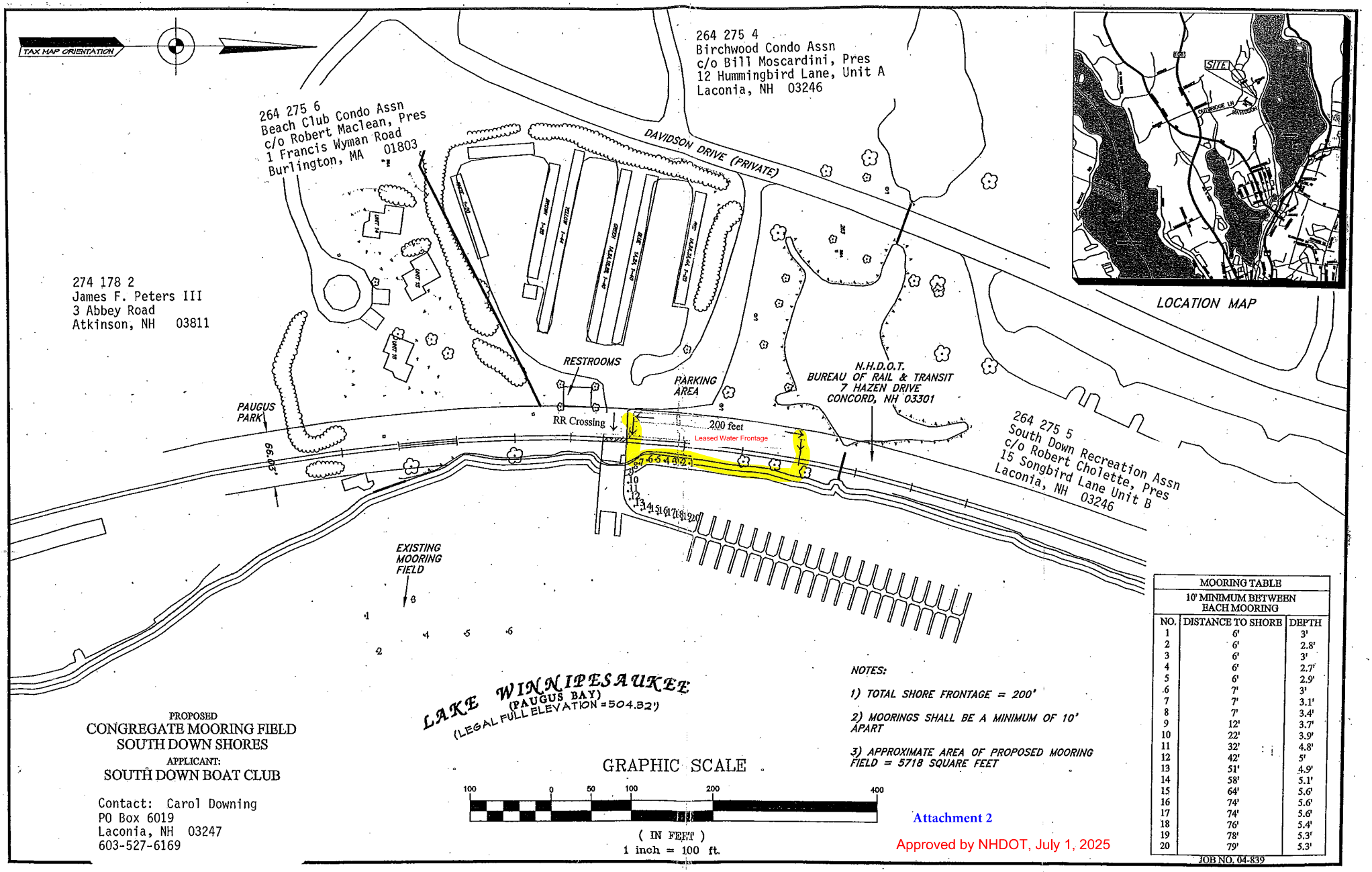
SOUTH DOWN BOAT CLUB, LACONIA
MOORING FIELD, LEASE OF STATE-OWNED RAILROAD SHORE FRONT PROPERTY
(RSA 228:57-A)

March 28, 2025



Plan Furnished by Applicant

Attachment 1

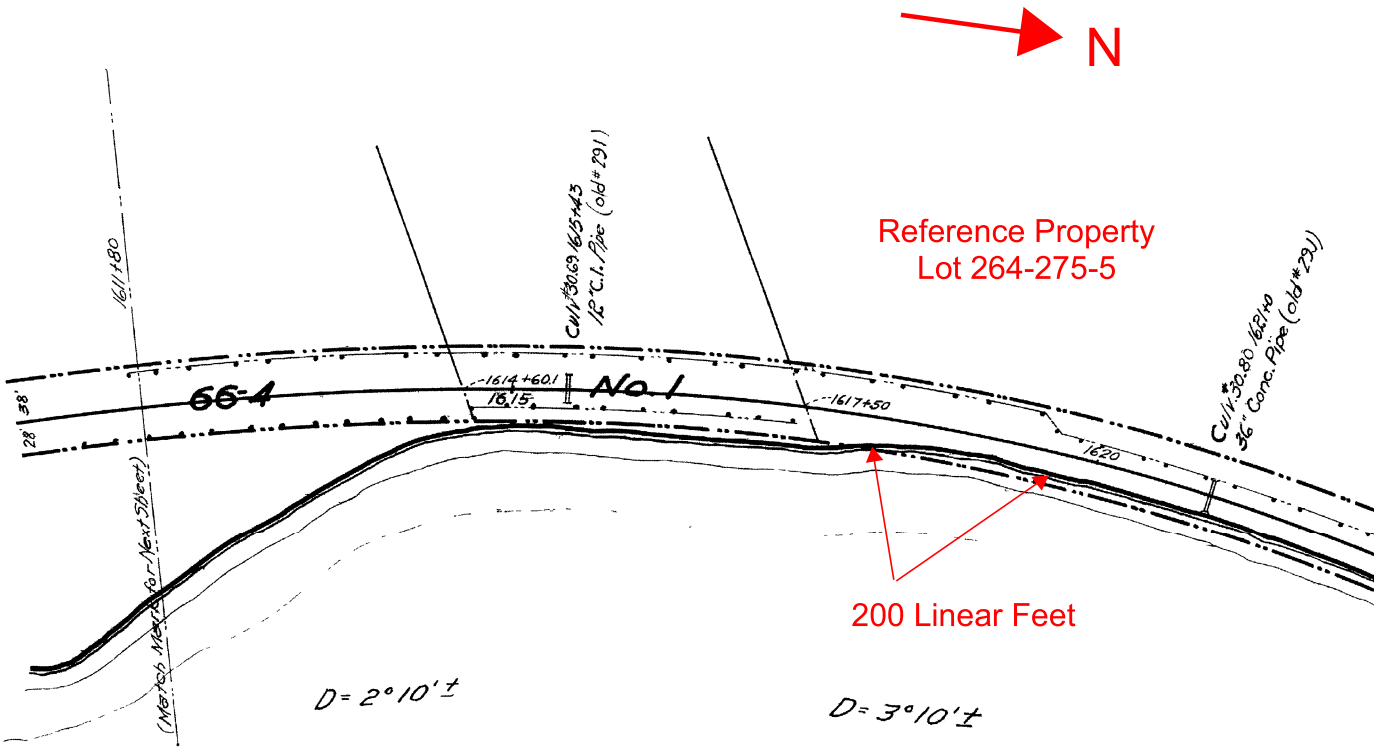


MOORING TABLE		
10' MINIMUM BETWEEN EACH MOORING		
NO.	DISTANCE TO SHORE	DEPTH
1	6'	3'
2	6'	2.8'
3	6'	3'
4	6'	2.7'
5	6'	2.9'
6	7'	3'
7	7'	3.1'
8	7'	3.4'
9	12'	3.7'
10	22'	3.9'
11	32'	4.8'
12	42'	5'
13	51'	4.9'
14	58'	5.1'
15	64'	5.6'
16	74'	5.6'
17	74'	5.6'
18	76'	5.4'
19	78'	5.3'
20	79'	5.3'

JOB NO. 04-839

LEASED AREA

NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT

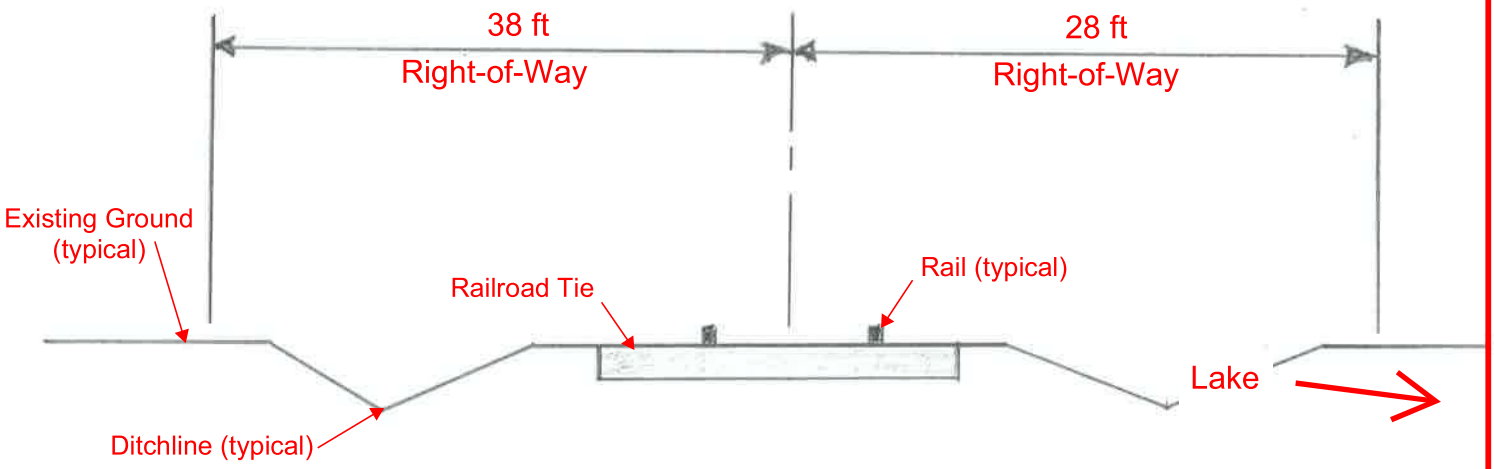


Concord-Lincoln Railroad Corridor

FILE NO. 2020-80
LEASED TO: South Down Boat Club
Mile Post C30.72
Val Map V21/67
Stations 1617+60+/- to 1619+60+/-,
200+/- Linear Feet

File #2025-33

New Hampshire DOT Right-of-Way



Railroad Cross Section

Facing North

Valuation Section 21 Sheet 67
Station 1617+60
Not to Scale

Approved: Per this Lease Agreement frontage only. No other actions shall take place within the NHDOT right-of-way.

Construction and utilization of facilities at other locations including vehicle and pedestrian crossings of the NHDOT property (right-of way) and placement of electrical, drainage, water lines or conduits are subject of separate Agreements.

Not Approved: To provide more clarification on the NHDOT property right-of-way, within these limits as dimensioned in the detail above, no other actions shall take place. To include, but not limited to:

- Cross pipes placed in the drainage ditch area.
- Filling of the drainage ditch area.
- Pedestrian stairways if not a component of the dock.
- Ramps/bridges over the drainage ditchline or with the ROW.
- Placement of any sewer, telephone, communication cable lines or conduits.
- Cutting of trees and brush
- Planting of any trees, shrubs or other vegetation
- Disposing of any materials, to include lawn and garden waste, tree trimmings etc.
- Parking or storing vehicles

Attachment 4

NHDOT Right-of-Way
-Concord-Lincoln Railroad Corridor-
South Down Boat Club, Laconia
Revised Date July 1, 2025

New Hampshire Department of Transportation
Bureau of Rail & Transit
RSA 228:57-a Leasing Certain Portions of Railroad Properties

DOCK LEASE RATE CPI		2025-2029			March 12, 2025
US Bureau of Labor Statistics		Rate	Calculation		
2010	2%	$ 30.00	*2.00%*	$ 0.60	$ 30.60
2011	3%	$ 30.60	*3.00%*	$ 0.92	$ 31.52
2012	2%	$ 31.52	*2.00%*	$ 0.63	$ 32.15
2013	1.40%	$ 32.15	*1.40%*	$ 0.45	$ 32.60
2014	1.40%	$ 32.60	*1.40%*	$ 0.46	$ 33.05
2015	-0.10%	$ 33.05	*-0.10%*	$ (0.03)	$ 33.02
2016	1.10%	$ 33.02	*1.10%*	$ 0.36	$ 33.38
2017	1.80%	$ 33.38	*1.80%*	$ 0.60	$ 33.99
2018	2.20%	$ 33.99	*2.20%*	$ 0.75	$ 34.73
2019	1.60%	$ 34.73	*1.60%*	$ 0.56	$ 35.29
2020	1.30%	$ 35.29	*1.30%*	$ 0.46	$ 35.75
2021	3.90%	$ 35.75	*3.90%*	$ 1.39	$ 37.14
2022	7.00%	$ 37.14	*7.00%*	$ 2.60	$ 39.74
2023	3.50%	$ 39.74	*3.50%*	$ 1.39	$ 41.13
2024	3.40%	$ 41.13	*3.40%*	$ 1.40	$ 42.53

Note: Source of table (New Hampshire Employment Security) Northeast Urban Region CPI-U
https://www.nhes.nh.gov/elmi/statistics/documents/cpinecomp.pdf

2020 -24 Lease amounts (by Linear Foot)
50 x $34.97 = $ 1,748.50
58x34.97= $2,028.26
75 x $34.97 = $ 2,622.75
150 x $34.97 = $5,245.50
200 x $34.97 = $6,994.00
225 x $34.97 = $ 7,868.25
280 x $34.97 = $ 9,791.60
550 x $34.97 = $19,233.50
1351 x $34.97 = $47,244.47

2025-29 Anticipated Lease amounts (by Linear Foot)
50 x 42.53= $2,126.50
58 x $42.53 = $2,466.74
75 x $42.53 = $3,189.75
150 x $42.53 = $6,379.50
200 x $42.53 = $8,506.00
225 x $42.53 = $9,569.25
280 x $42.53 = $11,908.40
300 x 42.53 = $12,759.00
375 x $42.53 = $15,948.75
550 x $42.53 = $23,391.50
1275 x 42.53 = $54,225.75
1351 x $42.53 = $57,458.03

(1,350 feet/17x75')

Attachment 5

NHDOT Railroad Rate Schedule

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT

Methodology
Total Cost = Labor + Mileage + Materials

Updated: August 28, 2023

A. Labor Rates (including onsite & travel)	Work Details/Description	Bureau Employee Rate	# of Hours	Total
Average Bureau Rate (Per Employee)		$ 67.00		$ -
SUB-TOTAL				$ -
B. Federal Mileage Rate	**Work Details/Description**	**2023 Mileage Rate**	**# of miles**	**Total**
State Vehicle Charge (Per Vehicle)		$ 0.655		$ -
				$ -
SUB-TOTAL				$ -
C. Actual Materials and Supplies Cost		**Cost**	**Qty**	**Total**
				$ -
				$ -
SUB-TOTAL				
			TOTAL	$ -

Notes:

Rate schedule is updated annually; costs are based on the annual rates in effect when work occurs.
If representatives other than NHDOT staff are used, the methodology will be the same, but the rates will be at the in-effect rates of the third-party and as approved by NHDOT.

Attachment 6