

MALCOLM R. McNEILL, JR.  
R. PETER TAYLOR\*  
ROBERT J. GALLO\*\*  
FRANCIS X. BRUTON, III †  
ROBERT L. HERMANN, JR. †  
LYNNE M. DENNIS\*

\*also admitted in Maine  
\*\*also admitted in Maine and Mass.  
†also admitted in Mass.



RECEIVED  
DOVER CITY CLERK  
DOVER N.H.

MAY 16 4 32 PM '01

Hale Schoolhouse  
180 Locust Street  
P.O. Box 815  
Dover, NH 03821

TEL (603) 749-5535  
FAX (603) 749-1187

May 15, 2001

**Hand Delivered**

Mr. Bruce Woodruff  
City Planner  
Planning Department  
266 Central Avenue  
Dover, NH 03820

Re: Train Station lease

Dear Bruce:

Please find enclosed the duly executed Lease Agreement between Cocheco Overlook Limited Partnership and the City of Dover.

Thank you for your cooperation and assistance in this matter.

Very truly yours,

Malcolm R. McNeill, Jr.

MRM:jhf

Enc.

cc: Mrs. Jean E. Sawtelle

## LEASE AGREEMENT

Lease made this 15<sup>th</sup> day of Oct, 2001 by and between Cocheco Overlook Ltd. Partnership, by JGS Enterprises, Inc., General Partner hereinafter referred to as "Lessor", and the City of Dover, N.H., hereinafter referred to as "Lessee".

### WITNESSETH

That the Lessor, for and in consideration and upon the terms, conditions and provisions hereinafter set forth, does hereby agree and lease to the Lessee, its successors and assigns the following described "premises", to wit: the building with appurtenant parking spaces located on Lot 4-B, City of Dover Assessor's Map 31, said premises being more specifically and graphically depicted on Attachment A to this Lease Agreement.

1. **TERM.** The term of this Lease shall be for twenty (20) years beginning on the day and year first written above, subject to the Lessee's ability to terminate in accordance with the provisions hereinafter set forth. Lessee shall have the option to renew this Lease for one (1) additional twenty (20) year period.
2. **RENT.** The Lessee agrees to provide to the Lessor the following compensation for the right to occupy the premises:
  - a. An amount of money equal to the amount of property taxes assessed against the proposed building shown on Attachment A. This payment shall be due and payable on the first day of each successive annual period during the term of this Lease and any extension thereof. This payment shall be based upon the assessed value of the said building, with any improvements, as of April 1 of the then current tax year.
  - b. The Lessee shall also provide to the Lessor the right to utilize up to 51 parking spaces in the School Street lot as depicted in Attachment B.
3. **TERMINATION.** The Lessee reserves the right to terminate this Lease during the original term or any extension thereof in the event that the passenger rail service utilizing the rail system abutting the premises ceases to operate. Notice of such termination must be provided by the Lessee to the Lessor at least one hundred and eighty (180) days prior to the effective date of such termination. If early termination is requested, Cocheco Overlook Ltd. Partnership shall be given the first right to lease said spaces from the City of Dover at the normal market rate.
4. **IMPROVEMENT AND USAGE OF PREMISES.**
  - a. Lessee shall be responsible for installation and maintenance of all signage in connection with the use of parking spaces on the premises by the Lessee and in the School Street lot by the Lessor. The location of any signage on the premises shall be subject to review and approval by the Lessor, which approval shall not be unreasonably withheld.

- b. Lessor shall continue to provide the lighting which presently provides illumination in the area of the rail station parking lot, but the Lessor makes no representation or warranty with regard to the adequacy of said lighting. The Lessee shall provide any additional lighting which it determines to be necessary for the reasonable use of the rail station parking lot and shall pay the cost thereof. The Lessee shall provide adequate lighting for the parking spaces to be utilized by the Lessor in the School Street lot as outlined under this lease.
  - c. The Lessor shall keep the rail station parking area, delineated on Attachment A, the transit loop access easement area, delineated on Attachment C, and the temporary construction easement area delineated on Attachment D, free and clear of any ice, snow or other obstruction. The Lessee shall be responsible for keeping the rail station and platform area free and clear of ice, snow or other obstruction. The Lessee shall keep free and clear of any ice, snow or other obstruction the parking spaces to be utilized by the Lessor in the School Street lot as outlined under this lease.
  - d. In addition to the provisions provided for in the within Lease, the Lessor agrees to provide the Lessee with a temporary construction easement and permanent drainage easement as depicted on Attachment D.
  - e. The Lessor further grants to the Lessee the right to use the transit loop access easement for traffic circulation by busses and other patrons utilizing the rail station parking lot.
5. **ADDITIONAL PARKING SPACES.** Additional parking spaces may be provided to the Lessee upon review and approval of Cocheco Overlook Ltd. Partnership. Said parking spaces must be located adjacent to the rail facility. The Lessee shall compensate any additional spaces by providing the Lessor the right to utilize an equal number of parking spaces in either the School Street or First Street parking lots.
6. **UTILITIES.** Lessee shall be responsible for installing and paying for any utilities in connection with the use of subject premises except for the exterior lighting provided by the Lessor in connection with the use of the parking spaces on the premises by the Lessee.
7. **LIENS.** Upon occupancy, Lessee shall keep all of the premises and every part thereof and all buildings and other improvements made at any time located thereon free and clear of any and all mechanic's, materialmen's, and other liens in connection with work or labor done on or to the premises.
8. **ALTERATIONS.** Lessor hereby grants to the Lessee the right, at the Lessee's own expense, to make reasonable changes, improvements, and alterations in said premises for the purpose of carrying on the business to be conducted therein by Lessee, Lessee agreeing, however, that any change, improvements and alteration shall be in accordance with plans approved by Lessor, which approval shall not be unreasonably withheld. No structural alterations of the premises shall be made by Lessee without the consent in writing thereto fore given by the Lessor, but said consent shall not be unreasonably withheld.

9. **INTERIOR CHANGES.** The Lessee covenants and agrees with the Lessor that Lessee will, at Lessee's own expense, make all necessary and reasonable interior repairs to the demised premises during any term of this lease, fair wear and tear, fire and unavoidable casualty excepted. Lessee further covenants and agrees with the Lessor that lessee will, at Lessee's own expense, make such interior repairs, changes, improvements, and alterations as may be required by any governmental agency or other authority having jurisdiction thereof, or by ordinances and statutes and regulations pertaining thereto in connection with or as a result of the conduct of the Lessee's business, fair wear and tear, fire, and unavoidable casualty excepted. It is hereby covenanted and agreed that if during the term of this lease additional toilet facilities may be required by the Lessee, the installation and maintenance thereof shall be at the expense of the Lessee and no responsibility shall fall upon Lessor in connection therewith.
10. **MAINTENANCE.** In addition to the provisions of paragraph four (4) of this Lease relating to maintenance by the Lessee, the Lessor shall keep its parking lot abutting the leased premises in reasonable repair and free and clear of any ice, snow or other obstruction. The Lessor shall not be obligated to make repairs, replacements or improvements of any kind to the building located on the leased premises.
11. **PROPERTY OF LESSEE.** It is hereby covenanted and agreed between the parties hereto that unless otherwise stipulated by agreement in writing from time to time, all trade fixtures, machinery, equipment installed on the premises by Lessee shall be deemed to be the property of Lessee, and the Lessor hereby waives all its right, title and interest in and to the same at the expiration or termination of this lease or to any renewal or extension thereof, except that Lessor does not waive any right of attachment of the same if Lessee be in default of its covenants at the time of such expiration or termination, and written notice of such default shall have been given by Lessor to Lessee not less than thirty (30) days before the end of the term hereof. At the termination of this lease such improvements or alterations as may have been made by the Lessee may be removed therefrom at Lessee's own expense, except such improvements or alterations as are substituted or exchanged for any structural part or parts of the premises. However, no improvements or alterations made by the Lessee shall be removed at the termination of this lease if to do so would impair or affect structural parts or integrity of the building. At the termination of this lease all improvements or alterations which cannot be removed without impairing or affecting structural parts or integrity shall revert to the Lessor at no cost to or payment by the Lessor.
12. **DESTRUCTION OF PREMISES.** In case said demised premises or any substantial part thereof shall at any time during the term of this lease be so destroyed or damaged by fire or unavoidable casualties as to be unfit for occupation or use by Lessee for Lessee's business, then the rent hereinbefore reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be the nature and extent of the damage sustained, shall be suspended and cease to be payable until said premises are rebuilt and put in proper condition by said Lessor for use and occupancy by said Lessee; provided that unless the Lessor shall give to the Lessee written notice of its intention to rebuild said premises within thirty (30) days after such destruction or damage, the Lessee shall have the option by written notice to the Lessor given within ten(10) days after the expiration of thirty

(30) days from such destruction of damage to cancel and terminate this lease. In case Lessor shall have given such written notice or its intention to rebuild, it shall proceed to rebuild as soon as reasonably possible, but Lessee may terminate this Lease if the premises are not tenantable by Lessee for the carrying on of its business within ninety (90) days after the receipt of such notice from Lessor.

13. **HOLD HARMLESS.** The Lessee covenants and agrees with the Lessor that Lessee will indemnify and save harmless the Lessor from any and all loss, cost, damage and expense pertaining to, connected with, or resulting from the use and occupancy of the demised premises by the Lessee, or arising out of any accident or other occurrence causing injury to any person or to property by reason of or in connection with the use and occupation of the demised premises, the access and easement areas by said Lessee, or Lessee's agents, employees, or guests, or which may arise out of or be incidental to or in connection with any phase of the business which the Lessee may carry on in said demised premises. It is understood that the provisions of this section do not apply to any loss, cost damage or expense attributable to the negligent or intentional tortious acts of the Lessor, its agents, employees or assigns.
14. **USE OF PREMISES.** The Lessee shall use the demised premises as a railroad and appurtenant parking and covenants and agrees that Lessee will not carry on therein any offensive trade or business, not do any act, not transact any business by which the insurance on said premises may be affected. With respect to acts or transactions as a result of which the insurance on said premises may be affected, Lessee shall consult in advance with Lessor who in turn shall consult with its insurers for a determination of the facts and to resolve whether said acts or transactions shall be undertaken, and if any additional insurance cost or coverage is required it shall be at the expense of Lessee. Lessee shall be responsible for the increase in insurance that results from the Lessee's use of the premises. Lessor shall bill the Lessee for the additional insurance cost and Lessee shall pay the bill within fourteen (14) days of its receipt. Lessee shall be responsible for the increased insurance for the entire period of its occupancy.
15. **PEACEFUL ENJOYMENT.** The Lessor covenants and agrees with the Lessee that the Lessee, paying the rent herein reserved and observing, keeping and performing the covenants and agreements herein contained, and don the Lessee's part to be observed, kept and performed, shall and may peaceably and quietly have, hold, occupy, possess and enjoy the demised premises and all of the right, privileges, appurtenances, easements and fixtures thereto belonging for and during the full term of this lease, and of any extension or renewal thereof.
16. **SURRENDER OF PREMISES.** The Lessee covenants and agrees with the Lessor that at the expiration or sooner termination of the lease or renewal or extension thereof, the Lessee will quietly and peaceably surrender up possession of the demised premises to the Lessor in as good condition as the demised premises were at the beginning of this lease, ordinary wear and tear excepted.

17. **CONDEMNATION.** The taking or condemnation for public purposes of any portion of the demised premises which shall not interfere with the reasonable use of the demised premises shall not affect the term of this lease, but Lessor shall reduce the rental proportionally in the case of a partial taking. In the event that any taking or condemnation of the demised premises or a substantial portion thereof shall unreasonably interfere with the Lessee's use of the premises in such event this lease and the term thereof shall cease and terminate, and any rental paid by the Lessee in shall be proportionately rebated and repaid by the Lessor to the Lessee.

18. **SUBORDINATION.** This lease shall be subject to any mortgage that now effects the demised premises or that the Lessor or any owner of the premises may hereafter at any time elect to place on such premises, and to all advances already made or that may be hereafter made on account of any such mortgage, to the full extent of the principal sum secured thereby and interest thereon. Furthermore, Lessee shall on request hereafter execute any paper or papers that Lessor's counsel may deem necessary to accomplish such subordination of Lessee's interest in this lease.

19. **DEFAULT.** If the Lessee either:

(a) Shall fail to pay to Lessor any installment of rent due, and such default shall continue for seven (7) days after receipt of written notice by Lessee from Lessor; or

(b) Shall fail to comply with any other covenant or obligation or its part to be performed hereunder and shall fail, within thirty (30) days after receipt by Lessee from Lessor of written notice specifying the nature of such default, either to cure such default or in good faith and with reasonable diligence to commence remediation of such default;

(c) Shall fail to timely maintain the premises and remove snow; or

(d) If the Lessee shall be adjudged or bankrupt or shall make an assignment for the benefit of creditors, or if a receiver of the property of the Lessee in or upon said leased premises be appointed in any action (except in connection with a dispute among stockholders), suit or proceedings by or against the Lessee, voluntarily or involuntarily and if the said bankruptcy, assignment or receivership is not cured within thirty (30) days, or if the interest of the Lessee in said leased premises shall be sold under execution or other legal process, voluntarily or involuntarily, then in either such event Lessor may at his option either:

(i) Terminate the possession and right of possession of Lessee, and in such case Lessee shall be liable to Lessor, and hereby promises to pay the Lessor damages in an amount equal to any rent due on the date of such termination; or

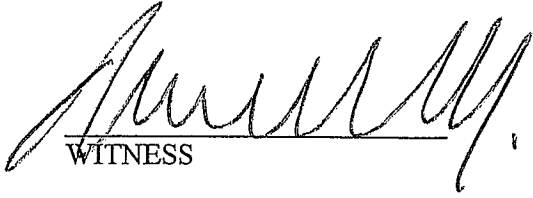
(ii) Take possession of said property and rent the same as agent for and for the account of the Lessee, in which case Lessee shall be liable for and shall pay to Lessor the difference between the rent herein stipulated and the amount, if any, for which Lessor is able to re-rent said property; or

(iii) Terminate this lease and take possession of the property.

20. **ALIGNMENT.** It is hereby covenanted and agreed between the parties hereto that Lessee shall not assign this lease or sublet the premises stated herein without the written consent in advance of Lessor which consent shall not be unreasonably withheld.
21. **BROKER.** Lessee and Lessor each agree that no broker has any right or claim for the payment of any brokerage or other fee in connection with the negotiation and execution of this instrument.
22. **INSURANCE.** The Lessee shall be solely responsible for insuring the building, accessways and easement areas located on the premises. Such coverage shall be adequate to protect against liability for damage claims through public use or arising out of accidents occurring in the leased premises, in an amount not less than \$2,000,000.00 combined single limits. The insurance policies shall provide coverage for contingent liability of Lessor on any claims or losses. All insurance provided by Lessee as required by this section shall be carried in favor of Lessor and Lessee as their respective interest may appear. All policies shall require ten (10) days notice to Lessor of any cancellation or change affecting any interest of Lessor. If the insurance policies are not kept in force during the term of this lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium thereof, and the premium shall be repaid to the Lessor as an additional rent installment for the month following the date on which the premiums were paid by Lessor or the Lessor may declare the Lease to be in default.
23. **NOTICE.** Any notice required or permitted to be sent under the terms of this lease shall be sent by certified mail, postage pre-paid to Lessor, Cocheco Overlook Ltd. Partnership, P.O. Box 368, New Castle, New Hampshire, 03854 and to the Lessee at the City Manager's Office, 288 Central Avenue, Dover, New Hampshire, 03820. Any notice not so sent but actually received by or personally served on an officer or partner of Lessor or Lessee shall be effective as of the date of such receipt of service.
24. **INTEGRATION.** This lease sets forth the entire agreement by the parties, and no custom, act, forbearance or words or silence at any time by any party shall waive or release either party from any default in the performance of fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment or change of any term or provisions set forth herein, including this clause, unless set forth in written instrument duly executed by such party expressly stating that it is intended to impose such an additional obligation or liability or to constitute such a waiver or release, or that it is intended to operate as such supplement alteration, amendment or change.
25. **INVALID PROVISIONS.** If any term or provision of this lease or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provisions to person, property and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and enforced to the full extent permitted by law.

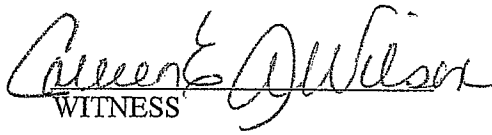
The provisions of this Indenture and Lease shall be binding upon the insured to the benefit of the successors and assigns of the Lessor and the Lessee.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first written above.

  
WITNESS

COCHECO OVERLOOK LTD. PARTNERSHIP  
JGS Enterprises, Inc., General Partner

By: Jean E. Sawtelle, President  
Duly Authorized President  
Jean E. Sawtelle

  
WITNESS

CITY OF DOVER, NEW HAMPSHIRE

By: Paul G. Beecher  
PAUL G. BEECHER, CITY MANAGER



SCHOOL ST LOT

11/28/2000

ATTACHMENT B

51 TOTAL COCHECO LEASE AGREEMENT SPACES

← ③ SPACES CITY PARKING →

← TO CENTRAL AVENUE

← ⑮ SPACES CITY PARKING

⑳ SPACES COCHECO LEASE AGREEMENT

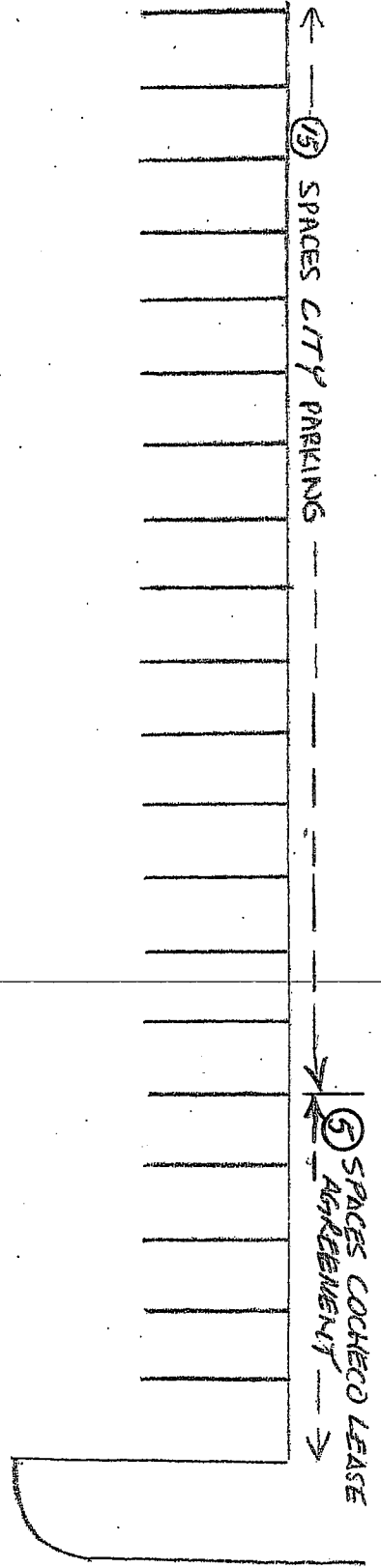
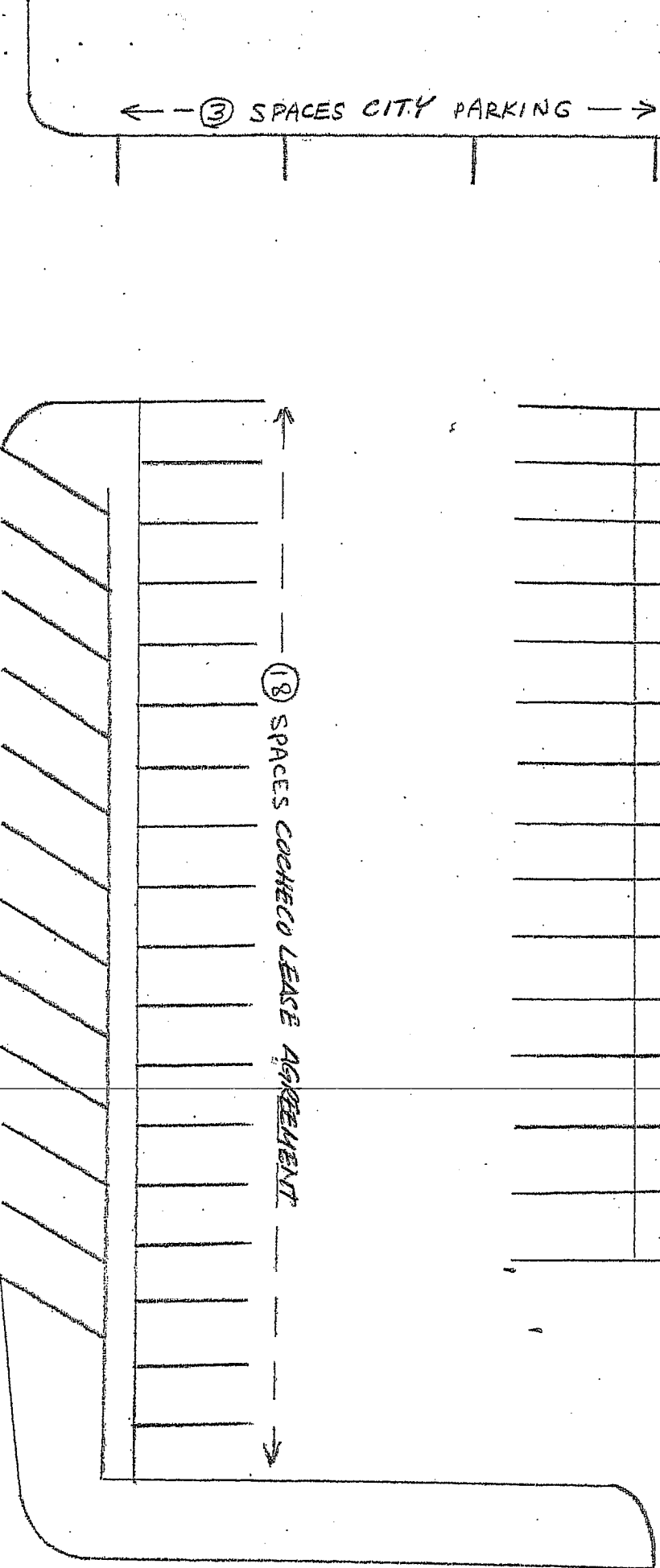
⑤ SPACES COCHECO LEASE AGREEMENT →

⑱ SPACES COCHECO LEASE AGREEMENT

⑪ SPACES 2-HR PARKING

MECHANIC STREET

SCHOOL STREET



RAIL PLATFORM  
PASSENGER RAIL FACILITIES  
ATTACHMENT A

N



LEGEND

(X) - DENOTES NUMBER OF PARKING SPACES  
51 TOTAL

STA. 1+50  
BEGIN  
CONSTRUCTION

B&M RAILROAD

STATION  
BUILDING

(12)

(11)

(28)

1+00

2+00

3+00

4+00

5+00

6+00

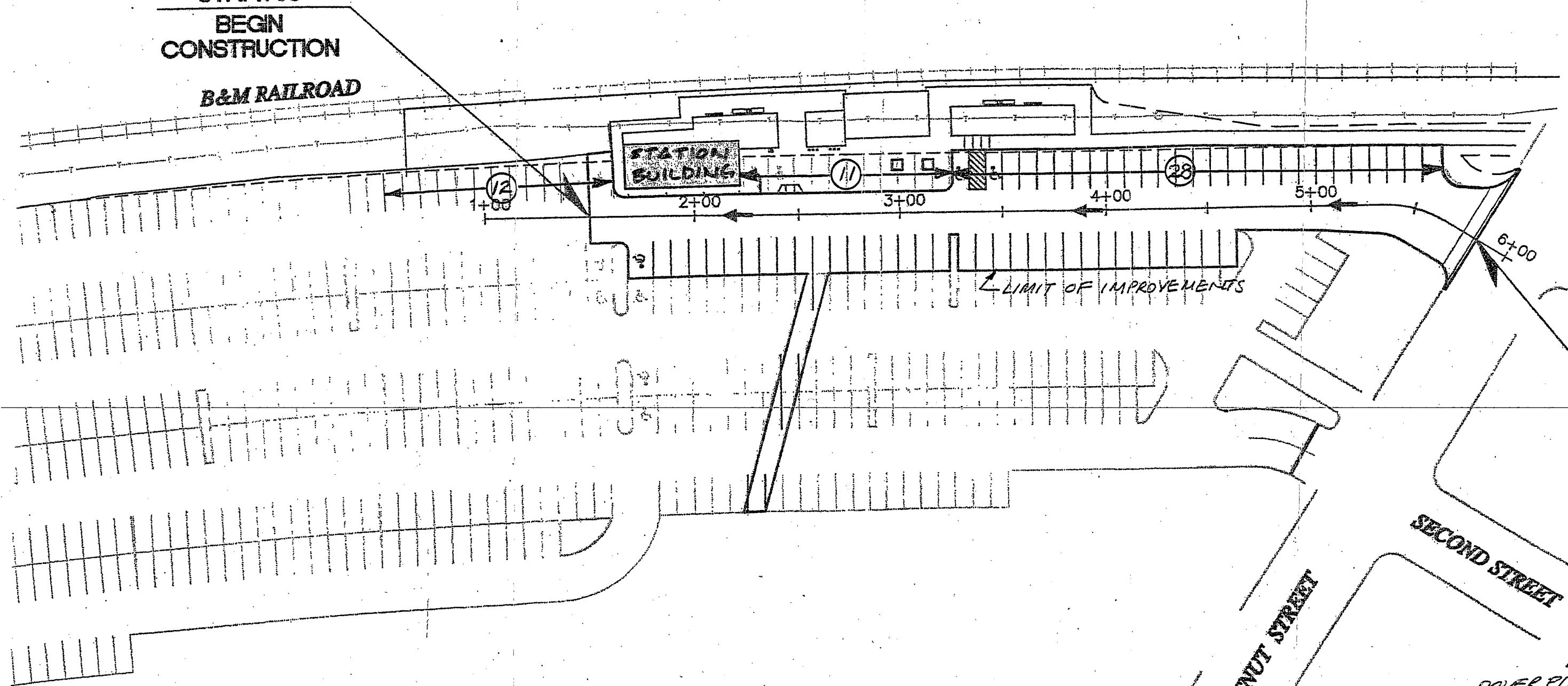
LIMIT OF IMPROVEMENTS

STA. 5+8  
END  
CONSTRUC

CHESTNUT STREET

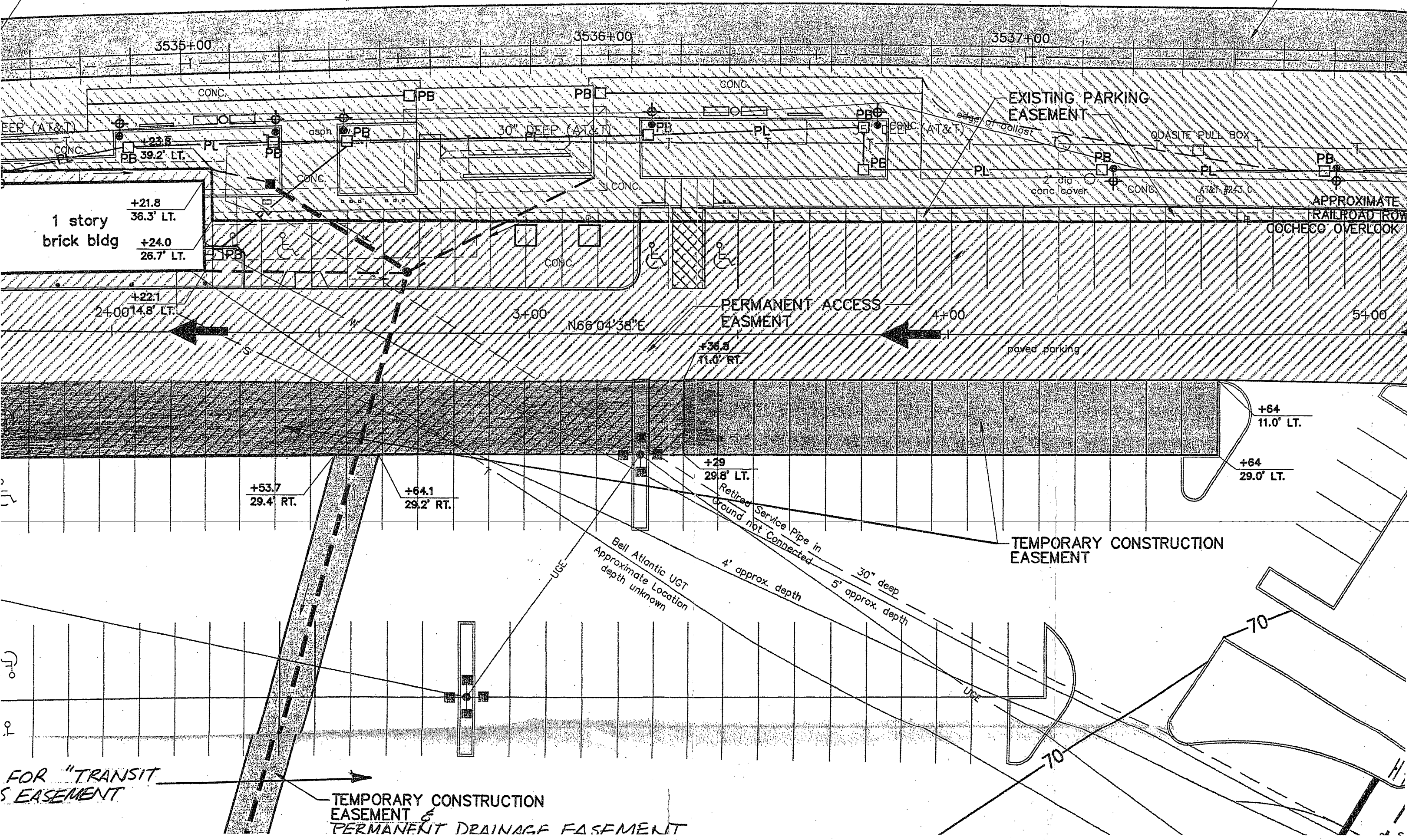
SECOND STREET

1-11-01  
DOVER PLANNING DEPT



TEMPORARY CONSTRUCTION & RAILROAD ACCESS EASEMENT

TEMPORAR RAILROAD



APPROXIMATE RAILROAD TROW COCHEGO OVERLOOK

PERMANENT ACCESS EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT & PERMANENT DRAINAGE EASEMENT

FOR "TRANSIT" EASEMENT

RAIL PLATFORM  
PASSENGER RAIL FACILITIES

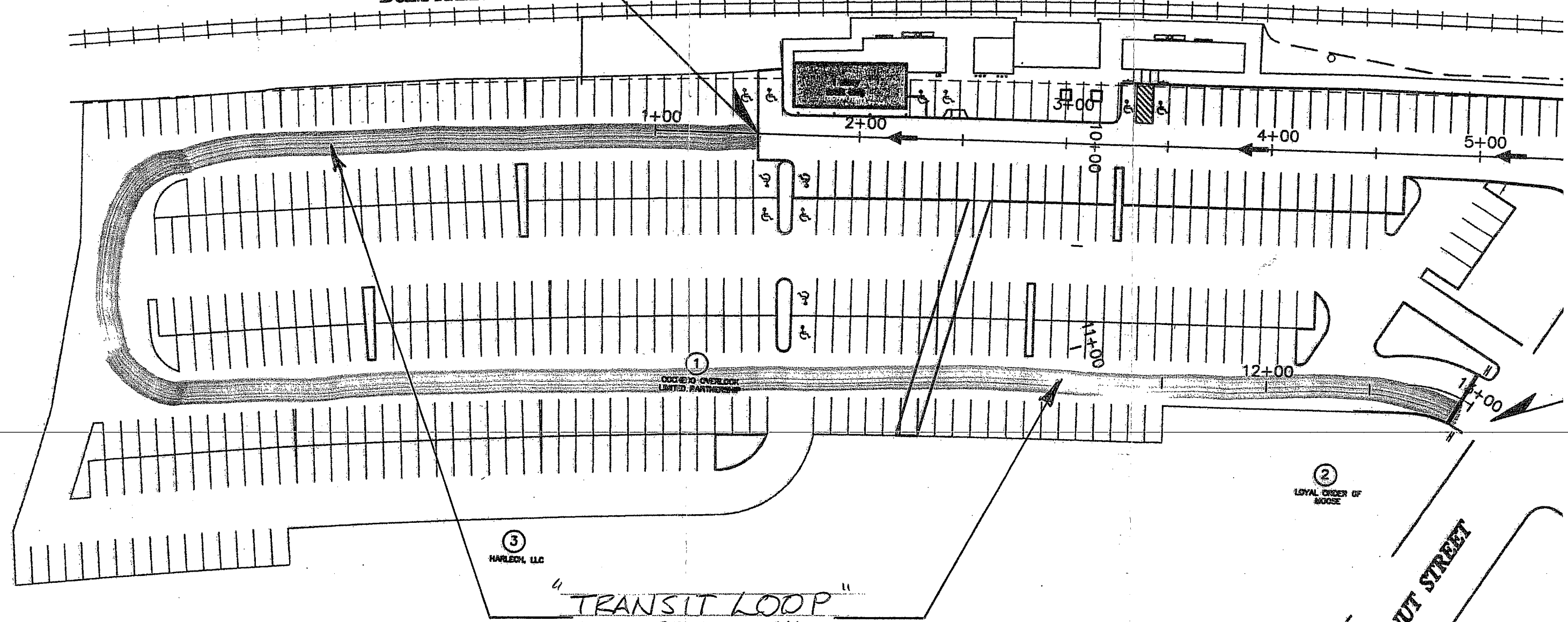


STA. 1+50  
BEGIN  
CONSTRUCTION

B&M RAILROAD

④  
B & M RAILROAD

RIVER



①  
OCCUPY OVERLOOK  
LIMITED PARTNERSHIP

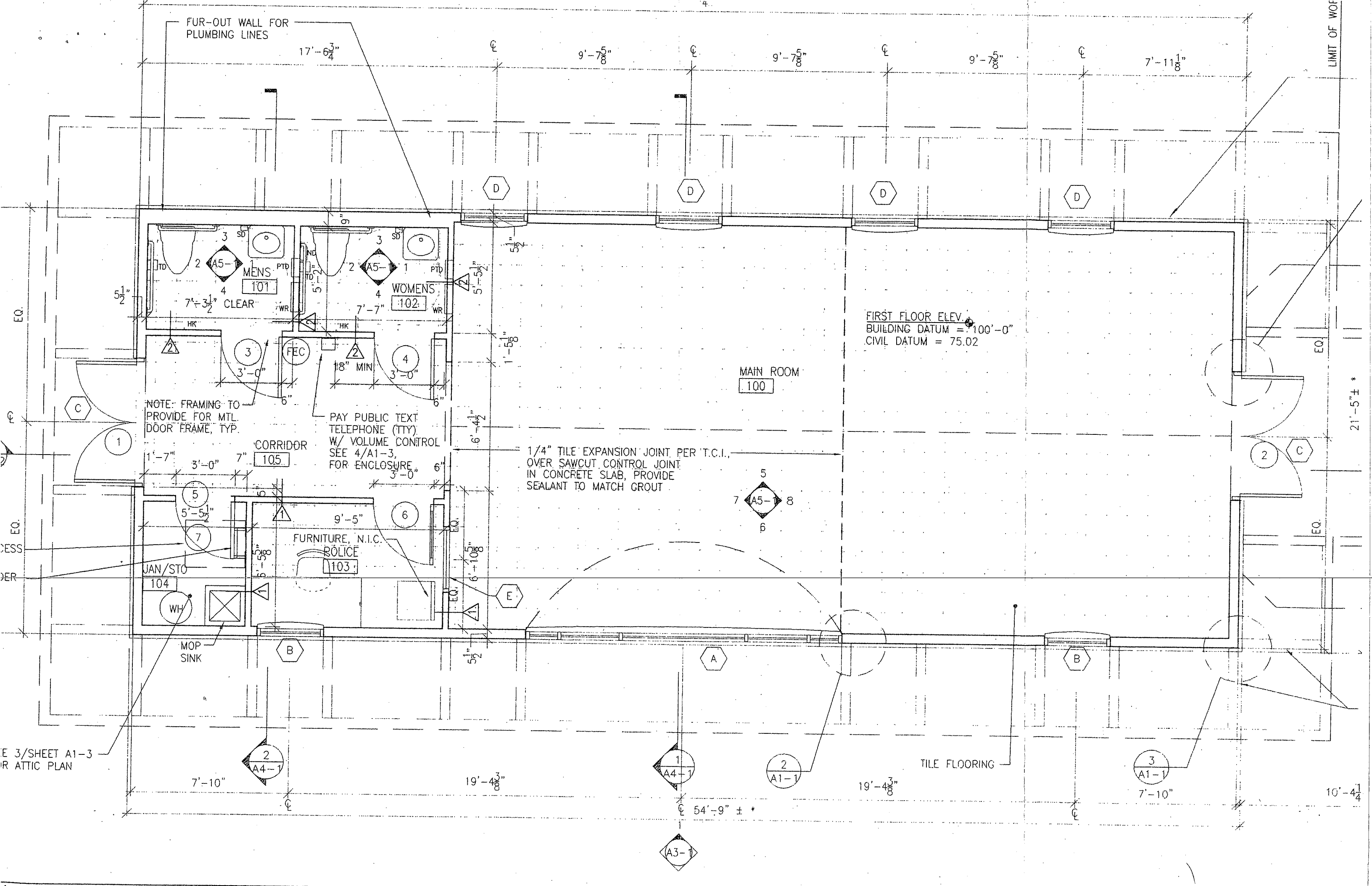
③  
HARLECH, LLC

②  
LOYAL ORDER OF  
MOOSE

"TRANSIT LOOP"  
ACCESS EASEMENT

CHESTNUT STREET

LAYOUT



FUR-OUT WALL FOR PLUMBING LINES

17'-6 3/4"

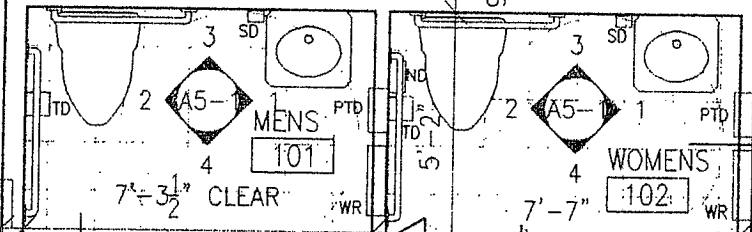
9'-7 5/8"

9'-7 5/8"

9'-7 5/8"

7'-11 1/8"

LIMIT OF WORK



MENS 101

WOMENS 102

FIRST FLOOR ELEV.  
BUILDING DATUM = 100'-0"  
CIVIL DATUM = 75.02

MAIN ROOM  
100

NOTE: FRAMING TO PROVIDE FOR MTL. DOOR FRAME, TYP.

PAY PUBLIC TEXT TELEPHONE (TTY) W/ VOLUME CONTROL SEE 4/A1-3, FOR ENCLOSURE

1/4" TILE EXPANSION JOINT PER T.C.I., OVER SAWCUT CONTROL JOINT IN CONCRETE SLAB, PROVIDE SEALANT TO MATCH GROUT

CORRIDOR 105

FURNITURE, N.I.C. POLICE 103

JAN/STO 104

MOP SINK

TILE FLOORING

E 3/SHEET A1-3 OR ATTIC PLAN

7'-10"

19'-4 3/8"

19'-4 3/8"

7'-10"

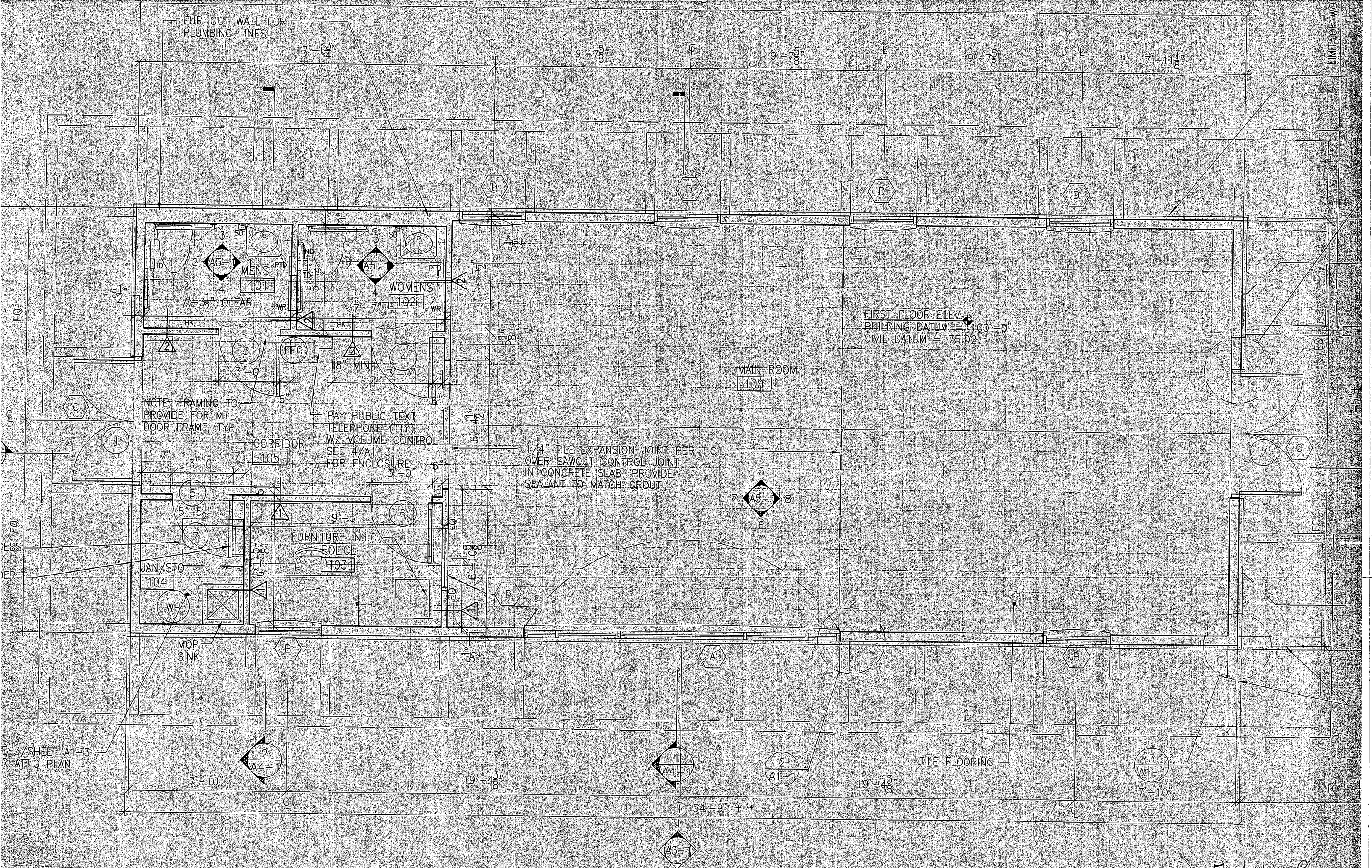
10'-4 1/4"

1 A4-1

2 A1-1

3 A1-1

A3-1



FUR-OUT WALL FOR PLUMBING LINES

FIRST FLOOR ELEV.  
 BUILDING DATUM = 100'-0"  
 CIVIL DATUM = 75.02

NOTE: FRAMING TO PROVIDE FOR MTL. DOOR FRAME, TYP.

PAY PUBLIC TEXT TELEPHONE (ITY) W/ VOLUME CONTROL SEE 4/A1-3. FOR ENCLOSURE.

1/4" TILE EXPANSION JOINT PER T.C.I. OVER SAWCUT CONTROL JOINT IN CONCRETE SLAB. PROVIDE SEALANT TO MATCH GROUT.

E 3/SHEET A1-3  
 R ATTIC PLAN

Exhibit B

PROPOSED AMENDMENT TO LEASE AGREEMENT

The City of Dover proposes the following amendments to the lease agreement between Cocheco Overlook Ltd. Partnership, by JGS Enterprises, Inc., General Partner and the City of Dover (dated May 15, 2001):

1. Amend Attachment A by adding fifty (50) parking spaces to the existing forty (40) leased parking spaces for a total of ninety (90) parking spaces. The exact location of the additional parking spaces will not be specified so as to allow flexibility.
2. Amend Paragraph 4 c of the Agreement by specifying that the City will be responsible for keeping the transit loop access easement area free of any ice, snow or other obstruction and the City will agree to, on an as needed basis, remove accumulated snow piles created by the Lessor's plowing of the parking lot and placing the snow piles in the western end of the parking lot.
3. This lease amendment runs concurrently with the original lease agreement, however it is stipulated that the amendment can be terminated by the Lessor at any time, with at least sixty (60) days notice to the Lessee.

IN WITNESS WHEREOF, the parties have executed this amendment to the above referenced lease agreement on the \_\_\_\_\_ day of September, 2002.

COCHECO OVERLOOK LTD PARTNERSHIP  
JGS Enterprises, Inc., General Partner

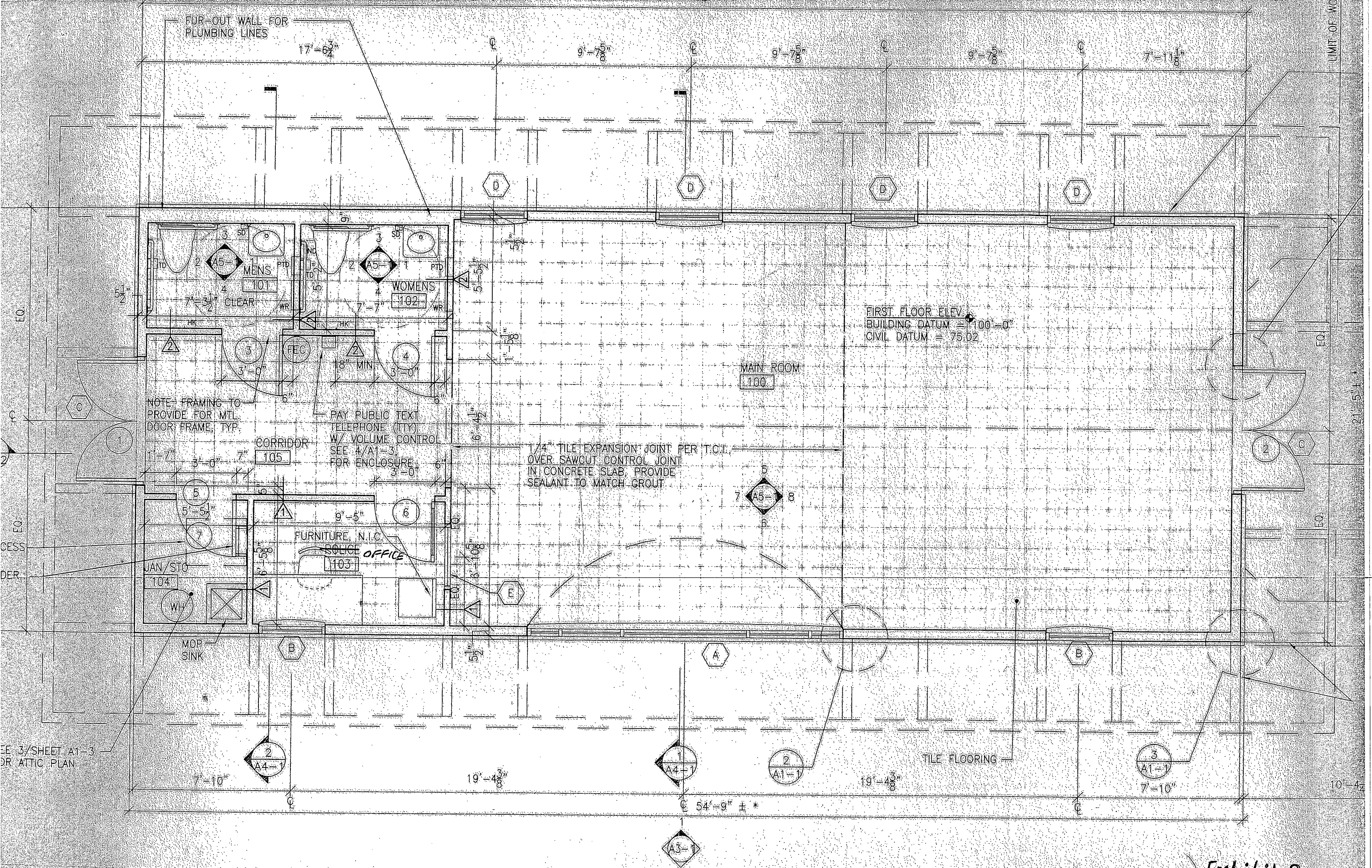
Jean E. Sawtelle  
WITNESS

By: [Signature]  
Duly Authorized, President Jean E. Sawtelle  
SEC PRO TEM

CITY OF DOVER, NEW HAMPSHIRE

[Signature]  
WITNESS

By: Paul G. Beecher  
PAUL G. BEECHER, CITY MANAGER



FUR-OUT WALL FOR PLUMBING LINES

FIRST FLOOR ELEV.  
 BUILDING DATUM = 100'-0"  
 CIVIL DATUM = 75.02

NOTE: FRAMING TO PROVIDE FOR MTL DOOR FRAME, TYP.

PAY PUBLIC TEXT TELEPHONE (TTY) W/ VOLUME CONTROL SEE 4/A1-3 FOR ENCLOSURE

1/4" TILE EXPANSION JOINT PER T.C.I. OVER SAWCUT CONTROL JOINT IN CONCRETE SLAB, PROVIDE SEALANT TO MATCH GROUT

SEE 3/SHEET A1-3 OR ATTIC PLAN

Exhibit B