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William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

19
MAR 04 2026



David Rodrigue, 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 and Transit
January 26, 2026

REQUESTED ACTION

Pursuant to RSA 228:57-a, authorize the Department of Transportation to enter into a **retroactive** lease agreement with Breakwater Condominium Association (1 Safe Harbor Way, Laconia), in the amount of \$16,198.75 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.

Lease income will be credited as follows:

010-096-096-964010-29910000	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
Special Railroad Fund					
009-403532					
RR Property Sale/Lease	\$3,189.75	\$3,189.75	\$3,189.75	\$3,189.75	\$3,189.75
010-096-096-964010-29910000	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
Special Railroad Fund					
009-407323					
Railroad Crossing License Fees	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

EXPLANATION

This **retroactive** lease agreement will allow the lessee to continue to lease 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 request a permit for a dock or mooring field from the appropriate state agency.

This request is **retroactive**, as the previous lease expired on June 30, 2025, and the proposed July 1, 2025, start date would have allowed for continued use while the Department sought approval. Delays resulted from several administrative requirements, including updating the per-running-foot lease in accordance with RSA 228:57-a, appearing before the Long-Range Capital Planning and Utilization Committee, and developing a more comprehensive shorefront lease agreement. That agreement required a more accurate description of the qualifying property, as well as clearer conditions and limitations governing use of and access to the state-owned railroad corridor. The Department's comprehensive review of the signed leases and required attachments, including the insurance certificate, certificate of

good standing, and certificate of vote identified that the lessee's supporting documents did not meet the lease requirements. This necessitated additional time for the lessee to obtain and submit the correct documentation. These unforeseen issues caused delays beyond our initial expectations and have significantly extended the timeframe for advancing this lease for approval. Despite delays in bringing the subject lease forward for review and consideration of approval, Bureau of Rail & Transit staff-maintained communication with those lessees seeking a lease renewal.

The Department of Transportation received a request from Breakwater Condominium Association to renew a lease for frontage along Paugus Bay on the state-owned Concord-Lincoln Railroad Line in Laconia. Breakwater Condominium Association 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 2025-2030. Pedestrian, and other crossings, shall be subject to a \$50 per year fee.

The subject lease shall be 75 linear feet at \$3,189.75 per year and an additional \$50 per year for a private pedestrian at-grade crossing, for an annual total of \$3,239.75 and a 5-year total of \$16,198.75.

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 May 14, 2015.

The Long-Range Planning and Utilization Committee approved the lease on April 14, 2025, item number LRCP 25-019.

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,



William J. Cass, P.E.
Commissioner

Attachments

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION


From: Louis A. Barker
Railroad Planner

Date: March 31, 2025

At: Dept. of Transportation
Bureau of Rail and Transit

thru: Nicole Bryant 
Administrator

Shelley Winters, Director  03/31/25
Division of Aeronautics, Rail & Transit


Eric Sargent, Administrator
Bureau of Right of Way

SUBJECT: Proposed Lease of State-owned Railroad Property on Railroad Corridor
RSA 228:57-a

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 leases for railroad frontage along Lake Winnisquam, Lake Winnepesaukee, Lake Waukegan and Mascoma Lake for private, non-commercial docks with pedestrian at-grade crossing on the State-owned Concord to Lincoln Railroad Corridor in the Towns of Belmont, Meredith and 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, plus \$50.00 per year for the private pedestrian at-grade crossing. Additional crossings of utilities will be assessed \$50.00 per year for each.

DOCKS AND MOORINGS WITH PRIVATE PEDESTRIAN CROSSINGS
Long Range Capital Planning & Utilization Committee - LIST of PROPOSED LEASE RENEWALS
 Proposed 28 March 2025

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

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

- 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 these are renewals of existing agreements.

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 Tenants own property that abut the subject railroad corridors for a distance that vary from 50 to 1,351 feet. The current leases have a term from July 1, 2020, through June 30, 2025. Per section 2.02 of the current leases there is a provision to negotiate a new lease for an additional five (5) year period beginning 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 table titled "CPI Updated 3-12-2025 Final/Dock Lease Rate CPI, 2025-2029, dated Mar 25", summarizes the calculations and the proposed lease rates for each location. The table titled "Dock and Moorings with Pedestrian Crossing" lists yearly the lease fee with crossing and the five-year total for each location.

The Department has reviewed the requests and again determined that the leases will not interfere with use of the railroad operations on the subject railroad corridors.

The New Hampshire Council on Resources and Development recommendations for these leases were obtained prior to the original lease. The Governor and Council approvals were obtained for each previous lease.

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

Attachments

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Acting Commissioner William Cass
Department of Transportation

FROM: Susan Slack, Principal Planner *Susan Slack*
NH Office of Energy and Planning

DATE: May 14, 2015

SUBJECT: Surplus Land Review, SLR 15-005 (A-H) - Laconia

On May 14, 2015, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application from the Department of Transportation:

Request to renew leases for water frontage for eight individual parcels abutting railroad land at the end of Massachusetts Avenue in Laconia to permit use and maintenance of pedestrian crossings, docks and waterfront access on Lake Winnepesaukee, pursuant to RSA 228:57-a.

CORD members voted to RECOMMEND APPROVAL OF SLR 15-005 as submitted.

cc: Louis Barker, Railroad Planner, NH Department of Transportation
Meredith Hatfield, Director, NH Office of Energy and Planning
Rep. Gene Chandler, Chair, Long Range Capital Planning and Utilization Committee

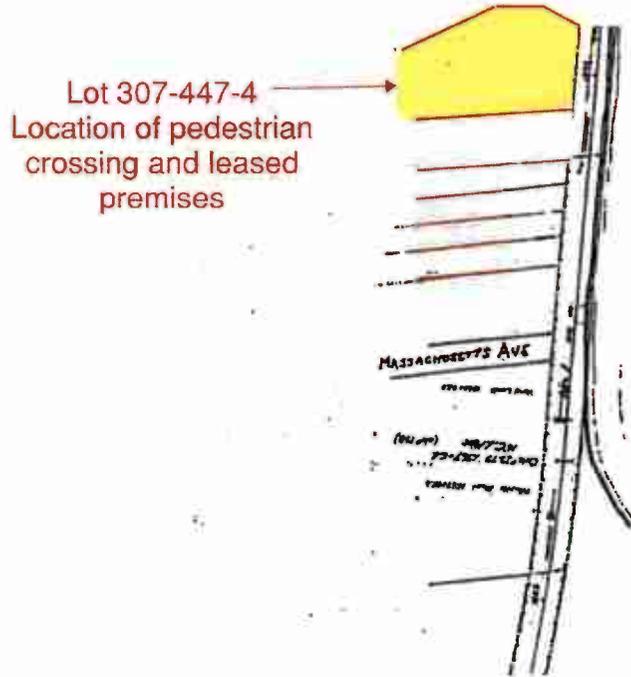
BREAKWATER CONDOMINIUM UNIT OWNERS' ASSOCIATION, LACONIA
DOCK LEASE, PEDESTRIAN AND UTILITY CROSSING OF STATE OWNED RAILROAD
SHORE FRONT PROPERTY
(RSA 228:57-A)

March 27, 2025



LEASED AREA

**NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT**



FILE NO. 2025-
LEASED TO: Breakwater Unit Owners Assoc
V21/66
Stations 1574+35+/- to 1575+85+/-,
150+/- Linear Feet

**Concord-Lincoln Railroad Corridor
Laconia**

BH (handwritten initials)

THIS LEASE made and entered into, between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and Breakwater Condominium Association, 1 Safe Harbor Way, Laconia, NH 03246, 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. This Lease also includes the right to construct and use an at-grade pedestrian crossing of the Concord-Lincoln Railroad Corridor, hereinafter called the "FACILITY".

WHEREAS the State is the owner of the Concord-Lincoln Railroad Corridor (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 307 , Block 447 Lot 4 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 (75 linear feet) located in the City of Laconia on the Corridor at Mile Post C29.91 Engineering Station 1574+35. For reference, length of TENANT's abutting property shown utilizes centerline Engineering Station 1574+35 to Station 1575+10+/-, as shown on the attached Railroad Valuation Section 21 Sheet 66 (dated 07-1-2025) (Attached).
- 1.02 The LANDLORD grants to the TENANT permission to cross a portion of the Corridor to construct, use, maintain, and reconstruct a private pedestrian crossing within the right-of-way near approximate Mile Post C29.91, Valuation Station 1574+60, Section 21 Sheet 66(attached).
- 1.03 Blank.
- 1.04 The TENANT agrees to the installation of the private pedestrian crossing as detailed on the approved plan titled "Typical Timber Planked Crossing Detail" dated 9-20-2023 & Pedestrian Crossing Signage, dated 1-18-2023 (Attached). The details in the aforesaid plans for the proposed timber planked crossing, drainage, signage, staircase and other details are requirements that must be in place prior to the crossing approved for use.
- 1.05 The TENANT agrees to the installation of railroad safety signage, including the Emergency Notification Sign on the west side of the tracks a minimum of 12' from the nearest rail. The TENANT agrees that it

is liable for the cost of the acquisition, installation, maintenance and replacement of railroad safety signage at the location of the subject crossing. The Railroad Operator or the Bureau of Rail & Transit will help determine the location of the sign. The Emergency Notification Sign shall be in white letter on blue background and include Railroad Operator's emergency number (603) 398-3483, Crossing inventory #xxx-xxxx (# to be determined for location by Railroad Operator). See "Railroad Crossing Emergency Notification Sign" detail SL-2 (dated 5-21-2025) (Attached).

1.06 The TENANT's Contractor selected to construct this Facility, if the TENANT elects not to use the Railroad Operator to install crossing, it must obtain a Temporary Use Agreement from the Bureau at the in-effect rate (a cost of \$400 as of April 2025), and must provide evidence of required insurance coverage as specified in Section 13.04 prior to beginning any work on this project.

1.07 The TENANT shall review and be fully aware of the LANDLORD's property (Right-of-Way). A Cross Section dated 6-18-2025 (Attached) 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 this lease shall have commenced on July 1, 2025 and shall end on June 30, 2030, unless terminated sooner in accordance with Section 17.01 or 17.02.

2.02 The TENANT shall notify the LANDLORD no less than six months before, but no more than twelve (12) months before the completion date that the TENANT wishes to enter negotiations for a new LEASE for an additional five-year period. If the TENANT and the LANDLORD cannot agree upon a new LEASE, the TENANT shall surrender to the LANDLORD the premise 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 75 LF @ \$42.53 per linear foot + \$50 for each approved Crossing. Annual Fee is in accordance with NHDOT RSA 228:57-A CPI Calculation Table (dated 3-12-2025).
- 3.04 Rent shall be **\$3189.75 per year plus \$50 for the private pedestrian at-grade crossing for an annual total of \$3239.75**, 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 so' 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 at-grade pedestrian crossing 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 titled "Plan CT-1 Typical Planked Timber Crossing dated 9-20-2023 & Pedestrian Crossing Signage, dated 1-18-2023 (Attached).
- 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 as indicated in the Standard Prosecution of Work for a Pedestrian Crossing Constructed on NHDOT Railroad Property (Attached). 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 attached NHDOT Railroad Rate Schedule, 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 TENANT will assume the cost of temporary removal, restoration and adjustment of the FACILITY in the event track maintenance, track repairs or additional track installations require such modifications. The LANDLORD or Railroad Operator shall provide 7 days' written notice of proposed work. The LANDLORD or Railroad Operator shall not be responsible for any damage

- to the TENANT'S FACILITY when work or maintenance requires the removal (partial or full) of the crossing and other related crossing items such as signs or drainage.
- 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 720-429-8058 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 untenable, 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

BH

- 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 A performance bond or a bank's irrevocable letter of credit in the amount of to be determined by the Landlord' Railroad Operations Engineer will be required in the Temporary Use Agreement for constructing the Facility.

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

To the Permittee:
 Breakwater Condominium Association
 1 Starboard Way
 Laconia, NH 03246

Attention:
 Railroad Property Specialist
 603) 271-2425
RailroadProperty@dot.nh.gov

Attention: Mr. Peter Henderson
 Treasurer
 617-686-0424
pjsudbury@201.com

- 22.03 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.
- 22.04 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.
- 22.05 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.
- 22.06 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.
- 22.07 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:

Topographic Map (dated 3-27-2025)
 Leased Area Valuation Section 21, Sheet 66 (dated 7-1-2025)
 Typical Timber Planked Crossing Detail (dated 9-20-2023)
 Pedestrian Crossing Signage (dated 1-18-2023)
 Railroad Crossing Emergency Notification Sign (dated 5-21-2025)
 NHDOT ROW (dated 6-18-2025)

BH (W)

POW (dated 6-25-2025)
NHDOT Railroad Rate Schedule (dated 08-28-2023)
RSA 228:57-a CPI Calculation Table (dated 3-12-2025)

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

TENANT

By: Peter Henderson

Date: 7/30/25

Print Name and Title PETER HENDERSON

STATE OF Massachusetts

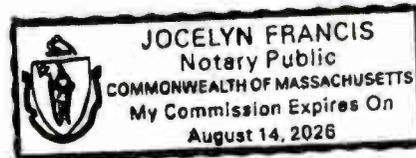
COUNTY OF Suffolk

On, 7/30/25, before the undersigned officer personally appeared Peter Henderson known to me (or satisfactorily proven) to be the Treasurer of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

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

7-30-25

Date



Notary Public

[Signature]

LANDLORD

By: William Cass

Date: 12/17/25

William Cass

Commissioner

New Hampshire Department of Transportation

BH W

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on

January 27, 2026.

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]

Attorney

Approved by Governor and Council on _____, 20 __, Item # ____.

ATTEST: _____

Secretary of State

Approved by New Hampshire Council on Resources and Development on May 14, 2015.

Approved by Long Range Capital Planning and Utilization Committee on April 14, 2025.

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 BREAKWATER CONDOMINIUM ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 20, 1987. 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: **121519**

Certificate Number: **0007311520**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of October A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

BREAKWATER CONDOMINIUM ASSOCIATION
1 Safe Harbor Way
Laconia, NH 03246

CERTIFICATE OF VOTE

I, Sandra Allen, do hereby certify that I am the duly elected Secretary of Breakwater Condominium Association. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Breakwater Condominium Association, duly called and held on June 7, 2025, at which a quorum of the Board was present and voting.

Voted: To ratify that Peter Henderson was duly authorized to enter into a specific Dock Lease Agreement with the State of New Hampshire, through the Department of Transportation, Bureau of Rail & Transit in full force and effect on July 30, 2025, and further authorize him to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract for which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 12/13/25

ATTEST: Sandra J. Tietjen

STATE OF NEW HAMPSHIRE
COUNTY OF

On, 12/13 2025, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Treasurer of the corporation identified in the foregoing certificate, and acknowledged that he executed the foregoing certificate.

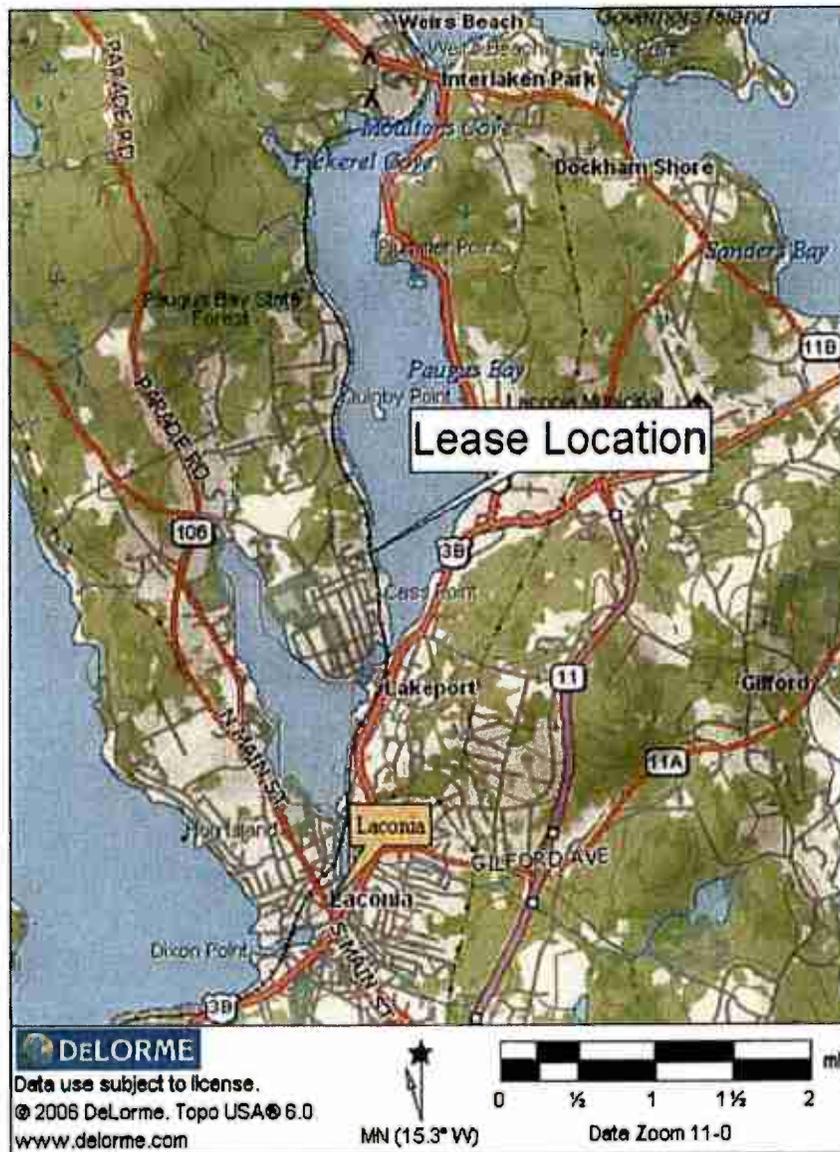
In witness whereof I hereunto set my hand and official seal.

12/13/2025
Date

Nikolova
Notary Public
NIKOLETTA MARSH
Notary Public, New Hampshire
My Commission Expires
August 02, 2028

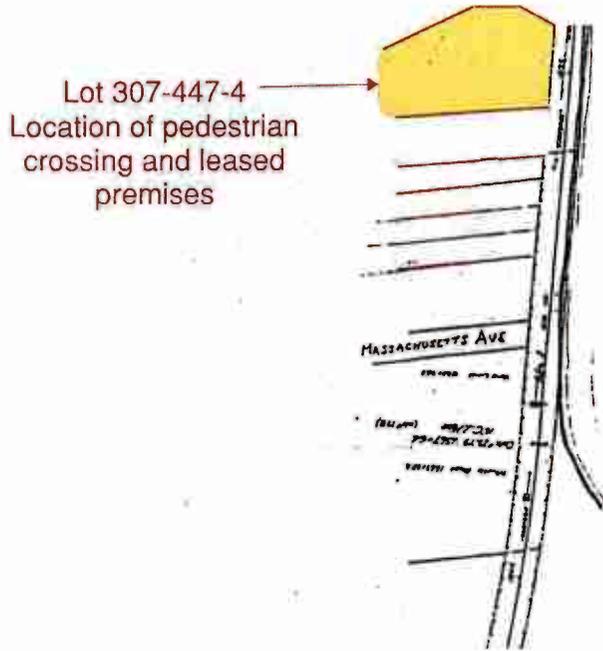
BREAKWATER CONDOMINIUM UNIT OWNERS' ASSOCIATION, LACONIA
DOCK LEASE, PEDESTRIAN AND UTILITY CROSSING OF STATE OWNED RAILROAD
SHORE FRONT PROPERTY
(RSA 228:57-A)

March 27, 2025



LEASED AREA

**NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT**



N



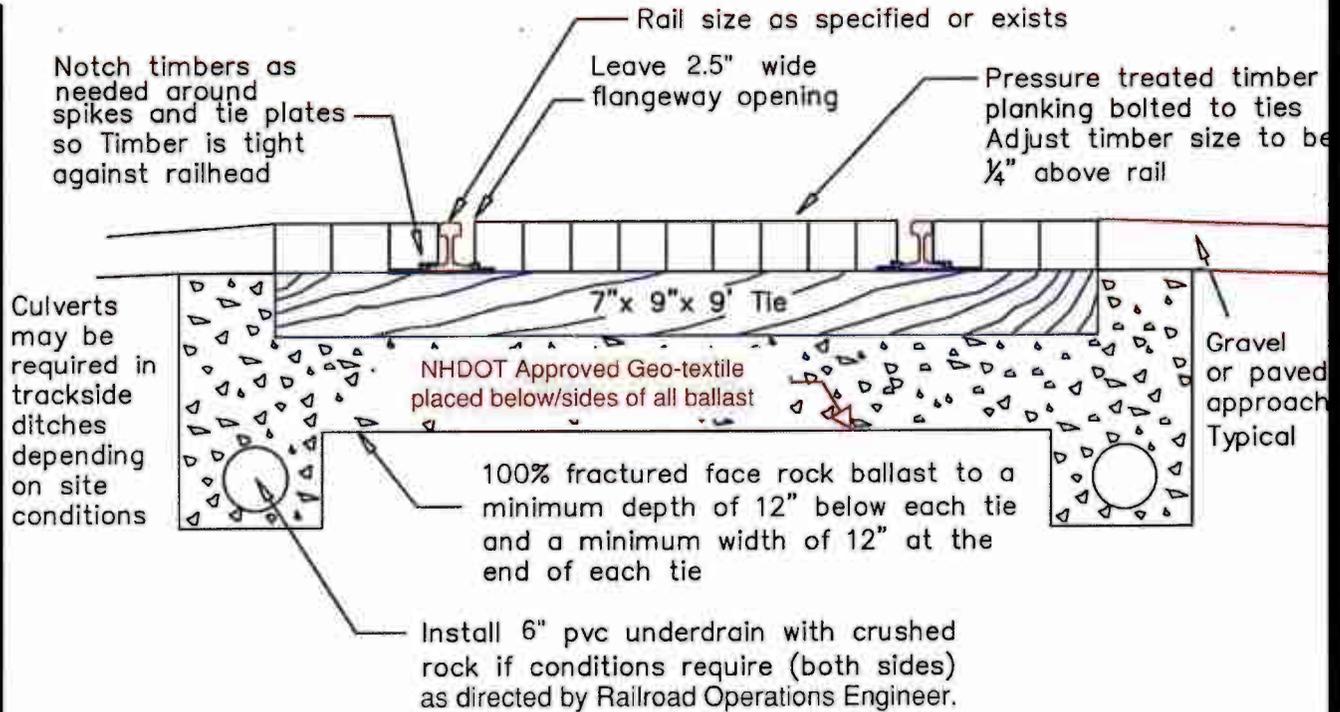
Paugus Bay

FILE NO. 2025-
LEASED TO: Breakwater Unit Owners Assoc
V21/66
Stations 1574+35+/- to 1575+85+/-,
150+/- Linear Feet

**Concord-Lincoln Railroad Corridor
Laconia**

NHDOT
7-01-2025

TIMBER PLANKED CROSSING DETAIL



1. The length of the timbers will vary depending on whether the crossing is to be used for a pedestrian crossing, a farm crossing or driveway.
2. Timbers must be installed 2' wider on both sides than the road approaches. A pedestrian crossing should be a minimum of 5' wide, The farm and driveway crossings should be a minimum of 12' wide.
3. Full depth rock ballast under the ties only needs to be installed if it is necessary to rebuild the entire crossing.
4. Timber planks should be lagged at the last tie on both ends and then staggered hitting approximately every fourth tie.
5. This is a conceptual plan and the actual site will need to be reviewed with the Bureau's Railroad Engineer before actual work can be determined.
6. New cross ties and track work may need to be preformed before the crossing can be built. The cost of that work which must be done by the Operating Railroad will be borne by the Permittee

Not to scale



STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT

P.O. BOX 483
CONCORD, NEW HAMPSHIRE 03302-0483
(603) 271-2468 FAX(603) 271-6767

TYPICAL TIMBER PLANKED CROSSING DETAIL

REVISIONS		SHEET:
DATE	DESCRIPTION	
September 20, 2023		CT-1

NOTES

1. Cross Buck and Stop Sign shall conform to the requirements of the current edition of the USDOT-FHWA "Manual on Uniform Traffic Control" (MUTCD).

2. Galvanized Steel U-Channel post shall meet NHDOT Spec 615.2.5.3 and shall be a min of 2.5 lbs/ft. Each sign to have two 3/8" diameter holes pre-drilled, 1" min from top and 1" min from the bottom of post, and continue at 1" c-c along the vertical centerline of post.

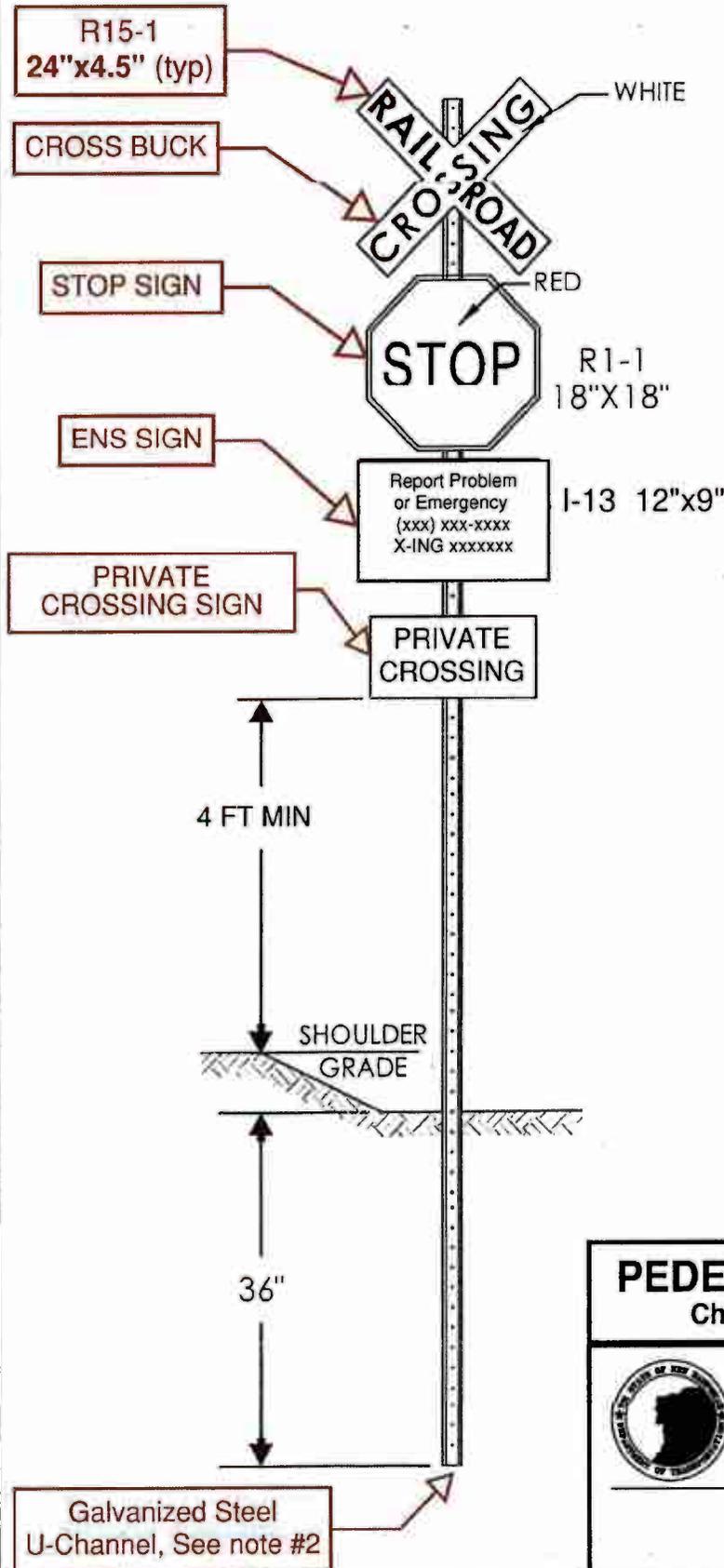
3. Private Crossing Sign: 18" x 7", 1/4" wide x 2" high black letters on white background. 0.080" thick Aluminum (6061-T6)

4. The ENS Sign: White letters on Blue background, emergency phone # and crossing ID # will be provided by the Railroad Operator

5. Sign posts shall be installed 15 ft from the nearest rail and the nearest edge of any sign shall be 6 ft min from the edge of Travel way.

6. Each sign to have two 3/8" diameter holes pre-drilled (1" min from top and 1" min from the bottom of sign, on vertical centerline of sign).

7. This detail is provided to be guide, reference the current edition of the USDOT-FHWA "Manual on Uniform Traffic Control" (MUTCD) for specific guidance for each location.



PEDESTRIAN CROSSING SIGNAGE

Chuck Corliss PE, Dated January 18, 2023

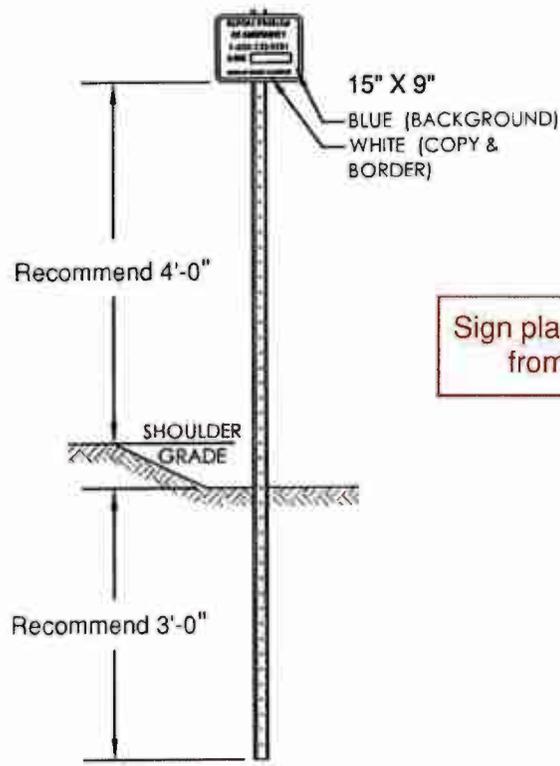


STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT

P.O. BOX 483
CONCORD, NEW HAMPSHIRE 03302-0483
(603) 271-2468 FAX(603) 271-6767



I-13
Railroad Emergency Notification

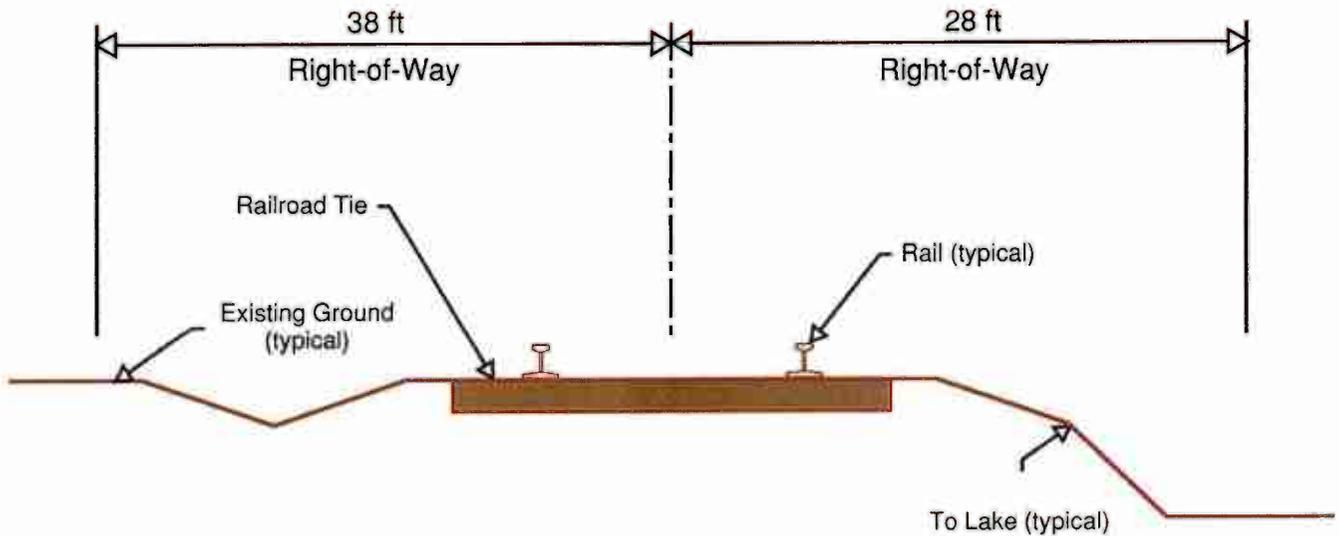


Sign placement shall be 15 ft from the nearest rail.

RAILROAD CROSSING EMERGENCY NOTIFICATION SIGN (ENS)

SL-2

New Hampshire DOT Right-of-Way



Railroad Cross Section

Not to Scale

Facing North

Valuation Section 21, Sheet 66

MP C29.91 Station 1574+75

Note: This is a generic railroad cross section provided to demonstrate the Railroad Owners property (ROW) from the base line as shown on Valuation Section Sheet referenced.

NHDOT Right-of-Way

-Concord-Lincoln Railroad Corridor-
Breakwater Condominiums, Laconia

Revised Date June 18, 2025

STANDARD PROSECUTION OF WORK FOR A PEDESTRIAN CROSSING CONSTRUCTED ON NH DOT RAILROAD PROPERTY

DESCRIPTION OF WORK

The work entails the installation of a pedestrian timber crossing across state-owned Concord-Lincoln Railroad Corridor (the "Corridor") by the Permittee. The work area will require an inspection by the Corridor Owner, or their designee, to determine the condition of the existing track materials, drainage, sight distances, signage and other track related items before the crossing is installed. New cross ties, stone ballast, drainage and other track work may be required before the timber crossing can be installed. The cost of all this work plus the cost of required oversight/inspection/safety-related staff from the Corridor Owner and Railroad Operator, as detailed below or in the TUA itself, shall be paid by the Permittee. Railroad inspectors and flaggers furnished by the Railroad Operator for this project must be paid in advance by the Permittee.

A representative of the NHDOT Bureau of Rail & Transit (Bureau) will meet with the Permittee on site to determine the exact location of the new crossing, to inspect the track and to determine exactly what track improvements are required before the pedestrian crossing is installed. This Prosecution of Work only applies to the pedestrian crossing and does not provide any information or authority to cross the Corridor with construction equipment. Additional licenses, permits, information and/or approvals from the Corridor Owner will be required to transport construction equipment or wheeled vehicles across the railroad tracks.

CORRIDOR OWNER AND RAILROAD OPERATOR

The Permittee shall coordinate all work on this project with the Corridor Owner and the Railroad Operator.

State of New Hampshire (Corridor Owner)
Julie L. Mathews, P.E.
Railroad Operations Engineer
Bureau of Rail & Transit
Tel. (603) 271-2468
Email: RailroadProperty@dot.nh.gov

Plymouth & Lincoln RR (Railroad Operator)
Garrett Stevens, Roadmaster
PO Box 9
Lincoln, NH 03860
Tel. 603-913-7760

RAILROAD COORDINATION

This project is located on an active railroad line that has both scheduled and unscheduled on-rail movements. All work performed within the Corridor shall be coordinated with the Corridor Owner and performed under the supervision of the Railroad Operator. The Railroad Operator will handle all on-rail traffic coordination while the crossing is being constructed and while the crossing is being used for workers and materials to cross the Corridor to access the shoreland for dock installation work. Railroad flagging protection will be required for these uses.

Additional coordination, approvals and fees due to the Railroad Operators are included in other sections below.

RIGHT-OF-WAY AND PROTECTION OF PROPERTY

The Permittee shall not modify the Corridor in any way without the written permission of the Corridor Owner.

ACCESS FOR DOCK INSTALLATION/REMOVAL

If the Permittee, or a dock installation/removal company hired by them, needs to cross the Corridor with people (i.e. workers) and materials, coordination with the Corridor Owner and Railroad Operator is required and permission must be obtained by the Corridor Owner and Railroad Operator before goods can be moved across the corridor for installation/removal of dock and/or mooring-related components. The Railroad Operator, in consultation with the Corridor Owner, will determine whether Railroad Operator flaggers and/or personnel are necessary for such dock and/or mooring installation/removal access. If deemed necessary, the cost of these services shall be borne by the Permittee.

No wheeled or tracked equipment, including vehicles and construction equipment, is permitted to be moved across the Corridor for dock installation/removal. Should dock and/or mooring installation/removal work necessitate wheeled or tracked equipment, a separate and specific Temporary Use Agreement will be required for a temporary crossing to cross the tracks for these purposes.

CONSTRUCTION REQUIREMENTS

New Railroad Pedestrian Crossing (including Access Path)

The construction of the new crossing shall be performed by the Railroad Operator, or a qualified independent Railroad Contractor that is approved by the Corridor Owner and the Railroad Operator. If the Permittee chooses to hire an approved independent Railroad Contractor, then the Permittee will be required to obtain Railroad Insurance and pay the Railroad Operator's inspector and flagger to be on site while the crossing is being constructed, if deemed necessary by the Railroad Operator. Prior to beginning any work on the Facility/Project, the Permittee shall notify the Corridor Owner and Railroad Operator of their proposed schedule of work on the railroad portion of the project.

Specifically, the following shall apply:

1. The Permittee shall follow an approved Plan showing details of the crossing including ditching, drainage, signage, fencing and crossing construction. Any changes in the method of construction of the crossing must be approved in writing by the Corridor Owner. No work shall begin on the project before the Plan submitted by the Permittee is reviewed and approved by the Corridor Owner.
 - a. Fencing is required by the Corridor Owner at this time and the Corridor Owner reserves the right to require additional fencing and gates to be installed by and paid for by the Permittee in the future if conditions warrant in the judgement of the Corridor Owner.
2. The Permittee shall be responsible for contacting Dig Safe (1-888-344-7233) prior to beginning any excavation work on the Corridor.
3. The Permittee shall furnish, install and maintain all necessary siltation and erosion control measures necessary to prevent damage to the Corridor.
4. The new access shall be limited to 6 ft. wide and must be constructed so it does not interfere with drainage flow along the Corridor.
5. The access shall consist of 4" thick crushed gravel (3/4" stone) base material graded into the new crossing surface and extended to the limit of railroad property and graded to match into the existing surface.
6. The Permittee shall furnish and install a minimum of a 15" PVC culvert in the existing ditch line on both sides of the tracks as shown on the approved Plan. The ditch line shall be modified to ensure that the culvert drains properly and that the flow in the ditch line is not impeded.
7. The ground in the area of the crossing and approaches shall be regraded and seeded to its original contours.
8. Railroad Impacted Soils - All railroad corridors have the high potential for soil contamination; the NH Department of Environmental Services (NHDES) requires treating Railroad ballast/slope materials as impacted soils as they routinely contain non-leachable impacts just above the allowable limits to be considered "clean material." This includes all topsoil, full depth, whether it be 4", 6", 12" depth.
 - Areas with no topsoil, the first 6" of soil depth.
 - All ballast material, stone or cinders to a depth of 4' extending approximately 6' from centerline of the existing railroad track.

The Permittee has two options to address these potentially contaminated soils:

1. They can be excavated to the above parameters, tested and disposed of properly offsite per all NH Department of Environmental Services rules (solid waste); or
2. Following NHDOT's written approval of volume, location, grading, etc. they can be placed back within the existing NHDOT Railroad ROW in an approved location that must be above the water table, not on a steep slope, doesn't overlay/contaminate the existing railroad stone ballast and doesn't interfere with drainage ditch lines.

9. The existing rail and ties in the area of the new crossing will be removed and replaced by the Railroad Operator or a contractor approved by the Corridor Owner and the Railroad Operator as directed by the Corridor Owner (Railroad Operations Engineer). The Permittee is responsible for hiring and paying the cost of the contractor to install the crossing, whether that Contractor is the Railroad Operator or an approved Contractor.
10. Install new 6" x 8" x 8'-6" grade #3 creosoted (7 lb. retention) cross ties 100% end-plated in the area under the proposed new crossing as needed per the direction of the Railroad Operations Engineer prior to installing the crossing. The existing tie plates may be reused, but new 6" x 5/8" soft steel cut spikes must be used. Additional stone ballast per NHDOT specifications will be required to properly fill the cribs and support the new ties. All existing or new ballast shall be thoroughly tamped using mechanical tamping equipment to return the rails to the proper line and grade.
11. Furnish and install new timbers through the crossing as shown on the Standard Detail Plan. The width of the timber planked crossing and shoulders over the railroad tracks must be as wider on each side of the track as the walk width on the approaches or as directed by the Corridor Owner.
12. The Permittee shall furnish and install appropriate signage as shown on the attached sign detail sheet, including Emergency Notification Sign referencing AAR DOT #xxx-xxxx. (Number to be provided by the Corridor Owner.) The Permittee shall be responsible for replacement of this signage if it becomes damaged or is missing.
13. **At no time** shall any Permittee's equipment, including any Contractors that will be working on the shorefront piece of the property, enter onto the Corridor or cross the tracks without the expressed written permission of the Corridor Owner and the Railroad Operator and the presence of flagger or inspectors from the Railroad Operator on site. A separate Temporary Use Agreement is required for a temporary crossing for construction equipment to cross the tracks.
14. The Permittee shall be responsible for all costs to repair damage to the railroad tracks, ties, ballast or railroad property caused by them (or their contractors or assignees) and/or their unapproved action.
15. Once the new crossing is complete, the Permittee will be responsible to keep the brush and grass cut down on the 4 sight triangles. The Permittee must contact the Railroad Operator to obtain permission to enter onto railroad property to maintain sight lines.

NHDOT Railroad Rate Schedule
 NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
 BUREAU OF RAIL & TRANSIT

Methodology

Updated: August 28, 2023

Total Cost = Labor + Mileage + Materials

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.

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		3-12-2025		
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 Emplo
<https://www.nhes.nh.gov/elmi/statistics/docu>

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 = \$57,438.03