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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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MAR 25 2026

William Cass, P.E.
Commissioner

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
February 6, 2026

REQUESTED ACTION

Pursuant to RSA 228:57-a, authorize the Department of Transportation to enter into a **retroactive** lease agreement with Paul Gillis (3 Paradise Dr, Laconia), in the amount of \$11,132.50 for the use of state-owned property in Laconia, NH along Paugus Bay, commencing July 1, 2025, through June 30, 2030, effective 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	\$2,126.50	\$2,126.50	\$2,126.50	\$2,126.50	\$2,126.50
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	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

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

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 McGuire	Laconia	\$42.53	50	\$2,176.50	\$10,882.50
D-07	(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

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.

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 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

GILLIS, LACONIA
DOCK LEASE, PEDESTRIAN AND UTILITY CROSSING OF STATE OWNED RAILROAD
SHORE FRONT PROPERTY
(RSA 228:57-A)

March 28, 2025



ATTACHMENT

NEW HAMPSHIRE DOT

LEASED AREA

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

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Paugus Bay

Lot 323-264-16
Location of pedestrian
crossing and leased
premises



FILE NO. 2020-77
LEASED TO: Paul Gillis
V21/66
Stations 1571+10+/- to 1571+60+/-,
50+/- Linear Fee

Plymouth & Lincoln Railroad Corridor

NHDOT
9-29-2020

THIS LEASE made and entered into, between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and Paul Gillis, 3 Paradise Drive, 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 and reconstruct and use an underground utility crossing of the active railroad tracks, hereinafter called the "FACILITY".

WHEREAS the State is the owner of the Plymouth & 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 Map Section 323, Block 264 and Lot 16 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 (50 linear feet) located in the City of Laconia on the Corridor at Mile Post C29.85, Engineering Station 1571+10. For reference, length of TENANT's abutting property shown utilizing centerline Engineering Station 1571+10 to Station 1571+60, as shown on the attached Lease Area Valuation Section 21 Map 66, Gillis (dated 07-01-2025) (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 C29.85, Valuation Station 1571+35, Section 21 Map 66 (date 07-01-2025) (Attached).
- 1.03 The LANDLORD grants to the TENANT permission to cross a portion of the Corridor to construct, use, maintain and reconstruct an underground utility crossing within the right-of-way near Mile Post C29.85, Engineering Station 1571+35, as shown on the attached location V21/66 (dated 07-01-2025) & Railroad Crossings Installation Minimum Cover Depths (dated 4-30-2024).
- 1.04 The TENANT agrees to the installation of the private pedestrian crossing as detailed on the approved plan titled "Lease Area Valuation Section 21 Map 66, Gillis, dated 07-01-2025 and NHDOT Bureau of Rail & Transit Plan CT-1 Typical Planked Timber Crossing dated 9-20-2023 & Pedestrian Crossing Signage, dated 1-18-2023 (Attached). The details in the aforesaid plans for the proposed timber

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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 letters 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 06-18-2025 (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 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 of 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

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 plans titled CT-1 Typical Timber Planked Crossing Detail, Sheet 1 of 1 dated 9-20-2023 (Attached) and Railroad Crossings Installation Minimum Cover Depths, dated 4-30-2024.
- 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

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

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\$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 Railroads 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.

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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

To the Permittee:
Paul Gillis
3 Paradise Dr

PO Box 483
Concord, NH 03302-0483

Laconia, NH 03246

Attention:
Railroad Property Specialist
(603) 271-2468
RailroadProperty@dot.nh.gov

Attention: Mr. Paul Gillis
Owner
508-942-6341
cgillis1234@yahoo.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:

Lease Location Topo (dated March 28, 2025)
Railroad Valuation Section 21, Sheet 66 (dated 7-01-2025)
NHDOT Bureau of Rail & Transit Plan CT-1 Typical Planked Timber Crossing (dated 9-20-2023)
Pedestrian Crossing Signage (dated 1-18-2023)
SL-2 Railroad Crossing Emergency Signage (dated 5-21-2025)
Private Crossings, Railroad Installation Minimum Cover Depths (revised 4-30-2024)
NHDOT ROW (dated 6-18-2025)
POW (dated 6-18-2025)
NHDOT Railroad Rate Schedule (dated 8-28-2023)
NHDOT RSA 228:57-a CPI Calculation Table (dated Mar-25)

P.G.
4/5/26

P.G.

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

TENANT

By: *Paul Gillis*

Date: 7/25/25

Print Name and Title Paul Gillis's owner

STATE OF New Hampshire
COUNTY OF Belknap

On, 7/25/25 before the undersigned officer personally appeared Paul Gillis known to me (or satisfactorily proven) to be the owner 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.

7/25/25
Date

Jessica Porter
Notary Public



LANDLORD

By: _____

Date: _____

Commissioner
New Hampshire Department of Transportation

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on Feb. 20, 2026.

OFFICE OF THE ATTORNEY GENERAL

By: 
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.

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/08/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY State Farm MIKE TESTA 101 COURT ST LACONIA NH 03246		PHONE (A/C, No., Ext): 6035247733	COMPANY State Farm Fire and Casualty Company		NAIC # 25143
FAX (A/C, No.): 6035249476	E-MAIL ADDRESS: MIKE@MIKE-TESTA.COM				
CODE: 2059	SUB CODE:				
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER	
INSURED GILLIS, CINDY & PAUL 3 PARADISE DR LACONIA NH 03246				29-BA-N9337	
		EFFECTIVE DATE 07/21/2025	EXPIRATION DATE 07/21/2026	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
3 PARADISE DR
LACONIA NH 03246

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
DWELLING	506,100	
DWELLING EXT	350,610	
B- PERS PROP	379,575	
C- LOSS	151,830	
L- PERS LIAB	2,000,000	
DMG O PROP	1,000	
MED/ PERS	5,000	
		2,530 PER ALL

REMARKS (Including Special Conditions)

STATE OF NH TRANSPORT BUREAU OF RAIL & TRANSPORT & PLYMOUTH & LINCOLN RAILROAD
PO BOX 483
CONCORD NH 03302

"The State of New Hampshire and Plymouth & Lincoln Railroads 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.

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.

ADDITIONAL INTEREST

NAME AND ADDRESS STATE OF NH TRANSPORT BUREAU OF RAIL & TRANSPORT & PLYMOUTH & LINCOLN RAILROAD PO BOX 483 CONCORD NH 03302	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		<input type="checkbox"/>
LOAN #			
AUTHORIZED REPRESENTATIVE			

**PREMIUM NOTICE
STATE FARM INSURANCE COMPANIES
AGENT ISSUED DECLARATIONS**

POLICY NUMBER	BILLING PERIOD	AGENT CODE
29-BA-N933-7	FROM 07/21/2025 TO 07/21/2026	2059

LOCATION

3 PARADISE DR
LACONIA, NH 03246-2003

INSURED

GILLIS, CINDY & PAUL
3 PARADISE DR
LACONIA, NH 03246-2003

PREMIUM \$ 961.00

AMOUNT PAID \$ 961.00

AMOUNT DUE \$.00

DATE DUE

ADDITIONAL INSURED

STATE OF NH TRANSPORT BUREAU
OF RAIL & TRANSIT & PLYMOUTH &
LINCOLN RAILROAD
PO BOX 483
CONCORD, NH 03302-0483
Loan Number:

AGENT NAME & ADDRESS

MICHAEL TESTA
ChFC, LTCP
101 COURT STREET
LACONIA, NH
03246-3694 (603) 524-7733

STATE FARM INSURANCE COMPANIES
PO Box 588002
North Metro, GA 30029-8002

DECLARATIONS

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

Coverage afforded by this policy is provided by:

STATE FARM FIRE AND CASUALTY COMPANY
PO Box 88049
Atlanta GA 30356-9901

29-BA-N933-7 **Policy Number**

A Stock Company with Home Offices in Bloomington, Illinois.

Named Insured and Mailing Address

GILLIS, CINDY & PAUL
3 PARADISE DR
LACONIA, NH 03246-2003

The Policy Period begins and ends at 12:01 a.m. Standard Time at the residence premises.

Automatic Renewal - If the **Policy Period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

07/21/2025 **Effective Date**
 12months-Policy Period
07/21/2026 **Expiration of Policy Period**

Limit of Liability - Section 1
\$ 506,100 Dwelling (Coverage A)

Deductibles - Section 1 0.5%/\$2530
ALL LOSSES In case of loss under this policy, the deductible will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to your policy.

Policy Type
Homeowners Policy
Dwell Repl Cost - Similar Construction
Increase Dwlg Up to \$101,220 - Option ID

Location of Premises
3 PARADISE DR
LACONIA, NH 03246-2003

Policy Premium \$961.00

Forms, Options, & Endorsements

HW-2129	HOMEOWNERS POL	LSP A1	SMLR CONST-A
LSP B1	LMT RPLC COST-B	OPT ID	COV A-INCR DWLG
OPT OL	BLD ORD/LAW-10%	HO-2465	FUNGUS LIAB
HO-2464	FUNGUS COV	HO-2291.1	AMENDATORY END

Additional Insured

STATE OF NH TRANSPORT BUREAU
OF RAIL & TRANSIT & PLYMOUTH &
LINCOLN RAILROAD
PO BOX 483
CONCORD, NH 03302-0483

Agent Name & Address

MICHAEL TESTA
ChFC, LTCP
101 COURT STREET
LACONIA, NH
03246-3694 (603)524-7733

Loan Number:

Prepared: July 24, 2025

2059

559-916.5

Agent's Code

MORTGAGEE COPY

GILLIS, LACONIA
DOCK LEASE, PEDESTRIAN AND UTILITY CROSSING OF STATE OWNED RAILROAD
SHORE FRONT PROPERTY
(RSA 228:57-A)

March 28, 2025



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ATTACHMENT

NEW HAMPSHIRE DOT

LEASED AREA

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

N



Paugus Bay

Lot 323-264-16
Location of pedestrian
crossing and leased
premises

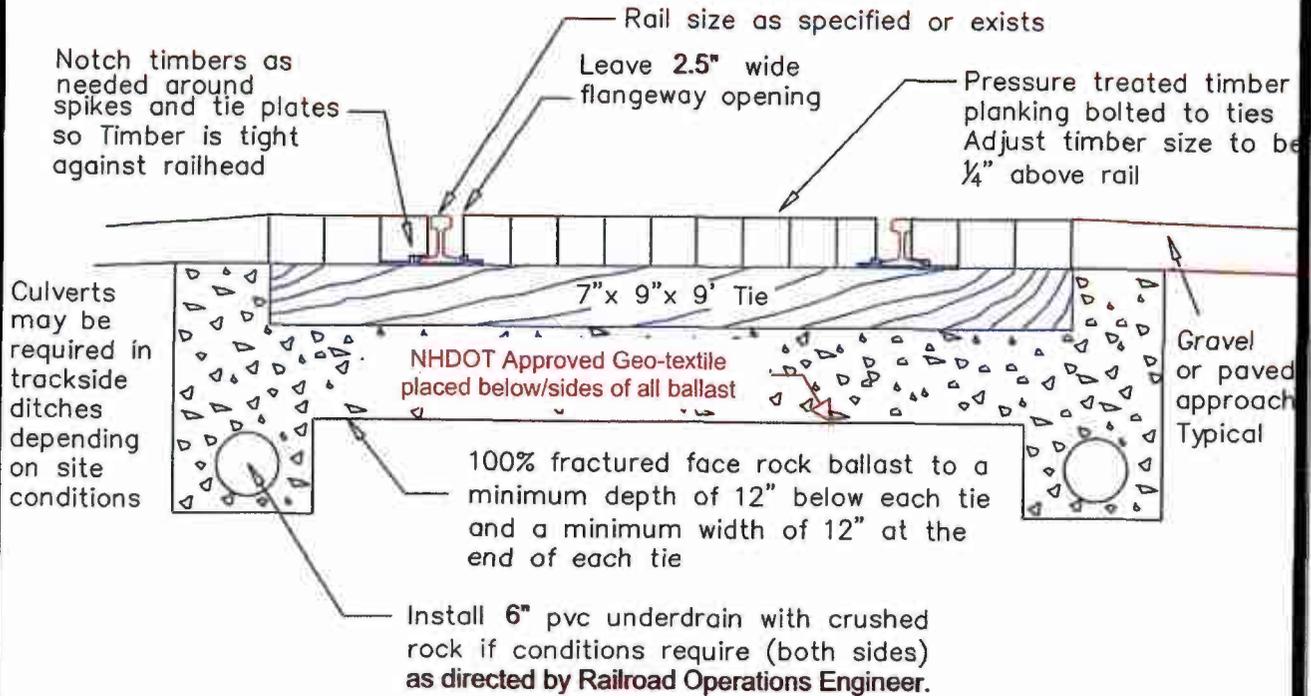


FILE NO. 2020-77
LEASED TO: Paul Gillis
V21/66
Stations 1571+10+/- to 1571+60+/-,
50+/- Linear Fee

Plymouth & Lincoln Railroad Corridor

NHDOT
9-29-2020

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 crossties 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

P. 6.



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.

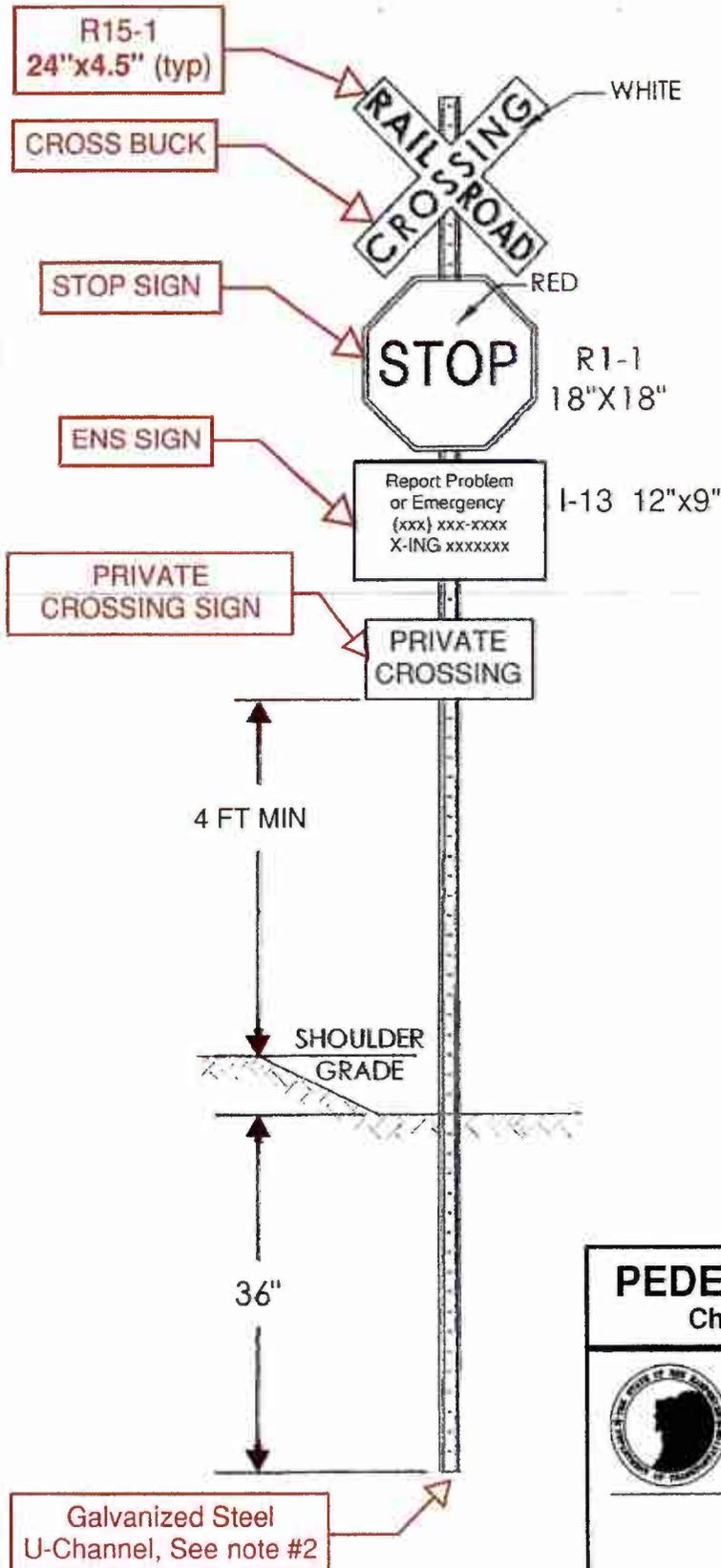
3. Private Crossing Sign: 18" x 7", 1/4" wide x 2" high black letters on white background. 0.080" thick Aluminum (6061-T6)

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

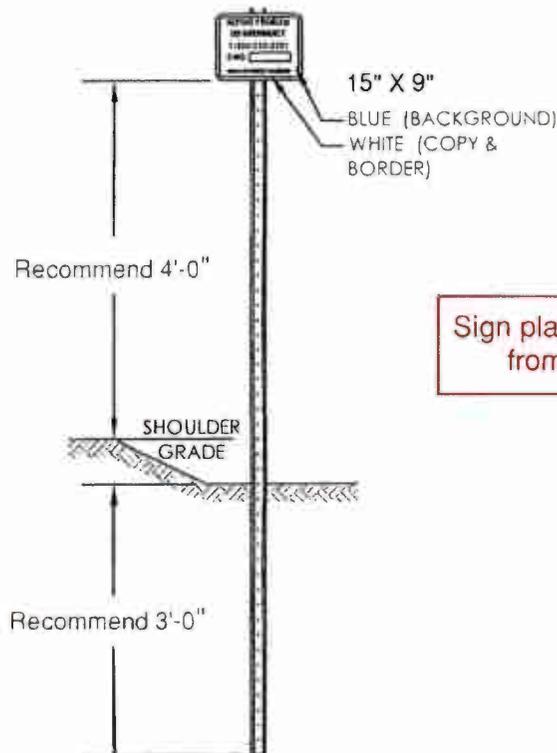
P.O. BOX 483
CONCORD, NEW HAMPSHIRE 03302-0483
(603) 271-2468 FAX(603) 271-6767

Plan Sheet 1 of 1

D 60



I-13
Railroad Emergency Notification



Sign placement shall be 15 ft from the nearest rail.

RAILROAD CROSSING EMERGENCY NOTIFICATION SIGN (ENS)

SL-2

State of New Hampshire
Department of Transportation - Bureau of Rail & Transit

RAILROAD CROSSINGS INSTALLATION MINIMUM COVER DEPTHS			
INSTALLATION MUST MEET ALL CONDITIONS			
UTILITY FACILITY TYPE	A	B	C
	PERPENDICULAR * AND BELOW TRACKS	LONGITUDINAL 25' TO 50' FROM CENTER LINE OF TRACKS	BELOW DITCH LINE ELEV.
FLAMMABLE SUBSTANCES			
1. UNENCASED - EXIST.	Not Allowed	6'	6'
UNENCASED - NEW	Not Allowed	6'	6'
2. ENCASED - EXIST.	5.5'	6'	3'
ENCASED - NEW	5.5'	6'	3'
WATER AND SEWER			
EXIST.	5.5' ENCASED	4'	3'
NEW	5.5' ENCASED	4'	3'
DRAINAGE			
EXIST.	5.5'	4'	3'
NEW	5.5'	4'	3'
POWER (ALL TO BE IN CONDUIT)			
Secondary only. EXIST.	3.5' ENCASED	3.5'	3'
NEW	5.5' ENCASED	4'	3'
COMMUNICATIONS			
EXIST.	3.5' ENCASED	3.5'	3'
NEW	5.5' ENCASED	4'	3'

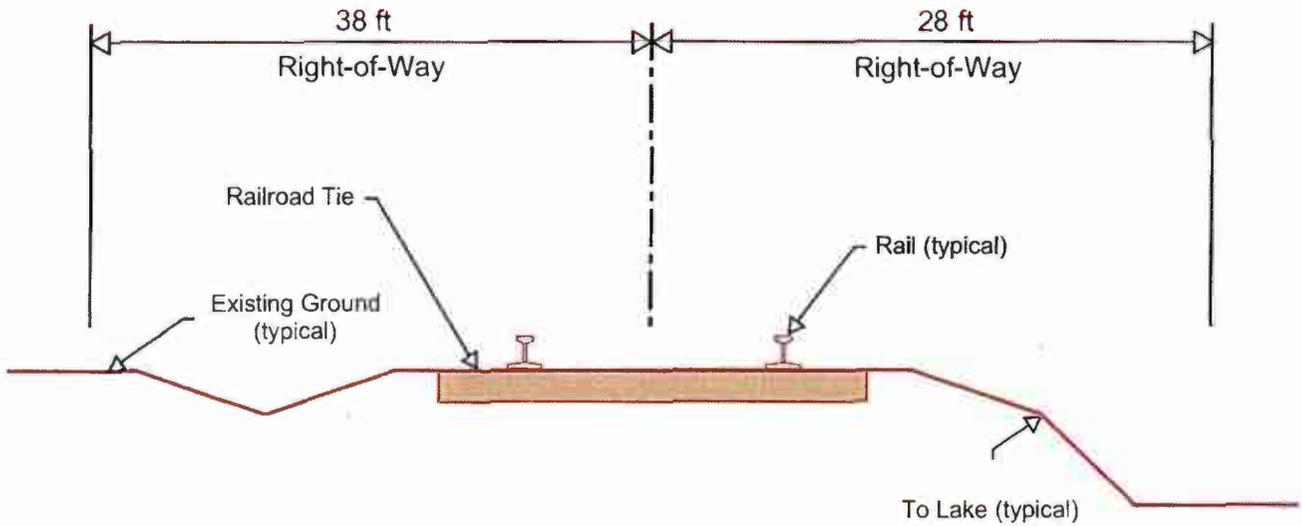
Notes.

1. All utilities shall cross tracks at approximately a right angle. With NHDOT Railroad Operation Engineer approval crossings may be angled but must be more than a 45 degree angle in relation to the track.
2. Sleeves and carrier pipes must meet or exceed Cooper's E-80 minimum load standards.
3. All depths indicated above are measured from the top of the timber crossies.
4. Utilities must be at a minimum depth at ditches and slopes as noted above.
5. Utilities shall not be installed within 45 ft of any bridge structure.
6. Utilities shall be installed under tracks by boring or jacking and extend beyond corridor property line.
7. Exceptions to minimum depths and offsets indicated above may be granted.
8. Refer to AREMA 2019 manual section 5.1.5.2 for encasement (casing) minimum length.
9. Refer to AREMA 2019 manual Section 1-5 for other specific requirements.

CROSSING UTILITY DEPTH STANDARDS

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New Hampshire DOT Right-of-Way



Railroad Cross Section

Not to Scale

Facing North

Valuation Section 21, Sheet 66
MP C29.85 Station 1571+10

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
-Plymouth & Lincoln Railroad Corridor-
Paul Gillis, Laconia
Revised Date June 18, 2025

A.6.

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 TENANT. The work area will require an inspection 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 paying the railroad inspectors and flaggers furnished by the Railroad Operator for this project must be paid in advance by the TENANT.

A representative of the NH Bureau of Rail & Transit will meet with the TENANT on site to determine the exact location of the new crossing treatment, 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 Permits, information and approvals from the Corridor Owner will be required to transport construction equipment across the railroad tracks.

CORRIDOR OWNER AND RAILROAD OPERATOR

The TENANT shall coordinate all work on this project with the Corridor Owner and the Railroad Operator. The railroad corridor is owned by the State of New Hampshire.

State of New Hampshire (Corridor Owner)
Julie L. Mathews, PE, Railroad Operations Engineer
Bureau of Rail & Transit
Tel. (603) 271-3465
Email: julie.l.mathews@dot.nh.gov

Plymouth & Lincoln RR (Railroad Operator)
Garrett Stevens, Roadmaster
PO Box 9
Lincoln, NH 03860
Tel. (720) 429-8058

RAILROAD COORDINATION

This project is located on an active railroad line that has both scheduled and unscheduled railroad movements daily. 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 train traffic coordination while the crossing is being constructed. Railroad flag protection will be required for this Project. The TENANT must obtain approval for the Contractor that will perform this work if it is someone other than the Railroad Operator. If an independent

P. 6.

June 18, 2025

Railroad Contractor is hired by the TENANT to construct the crossing, then the Railroad Operator may need to provide inspectors and flaggers during the time the crossing is being constructed, otherwise they will not be required.

RIGHT-OF-WAY AND PROTECTION OF PROPERTY

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

CONSTRUCTION REQUIREMENTS

New Railroad Pedestrian Crossing

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 TENANT chooses to hire an approved independent Railroad Contractor, then the TENANT 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. Prior to beginning any work on the Facility/Project, the TENANT shall notify the Corridor Owner of their proposed schedule of work on the railroad portion of the project.

Specifically, the following shall apply:

1. The TENANT 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 TENANT is reviewed and approved by the Corridor Owner. Fencing is not required by the Corridor Owner at this time, we reserve the right to require fencing and gates in the future if conditions warrant, to control pedestrians crossing the tracks outside the designated crossing area.
2. The TENANT shall be responsible for contacting Dig Safe (1-888-344-7233) prior to beginning any excavation work on the Corridor.
3. The TENANT shall furnish, install and maintain all necessary siltation and erosion control measures necessary to prevent damage to the Corridor.
4. The ground in the area of the crossing and the stairs shall be regraded and seeded to its original contours.
 - 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 top soil, 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.

P. 6.

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

- 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
 - Following NHDOT's 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 ditchlines.
5. Furnish and install a minimum of a 15" pvc culvert in the existing ditch line on east side of the track as shown on the approved plan. The ditchline shall be modified to ensure that the culvert drains properly and that the flow in the ditch line is not impeded.
 6. 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.
 7. The TENANT's stair contractor shall be responsible for the design and foundation of the stairs. Submitted PE stamped/signed/dated calculations and drawings by a professional engineer shall be reviewed and approved by NHDOT prior to any work on the installation of the stairs.
 8. **At no time** shall any TENANT's equipment, including any Contractors that will be working on the shorefront piece of the property or installation of the eastern staircase, enter onto the railroad 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 Permit is required for a temporary crossing for construction equipment to cross the tracks.
 9. The TENANT shall be responsible for all costs to repair damage to the railroad tracks, ties, ballast or railroad property caused by them or their unapproved action.
 10. Once the new crossing is complete, the TENANT will be responsible to keep the brush and grass cut down on the 4 sight triangles. The TENANT must contact the Railroad Operator to obtain permission to enter onto railroad property to maintain sight lines.
 11. The TENANT shall furnish and install appropriate signage as shown on the approved plan including Emergency Notification System Sign referencing AAR-DOT #.

P. G.

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.

P. G.

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		Mar-25	
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/doc/>

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

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