

# CONSTRUCTION PLANS

## SEWER, WATER, ELECTRIC & CABLE UTILITIES

From the State of NH Railroad ROW on the  
West Side of Paugus Bay to Big Island  
Laconia, Belknap County, New Hampshire 03246

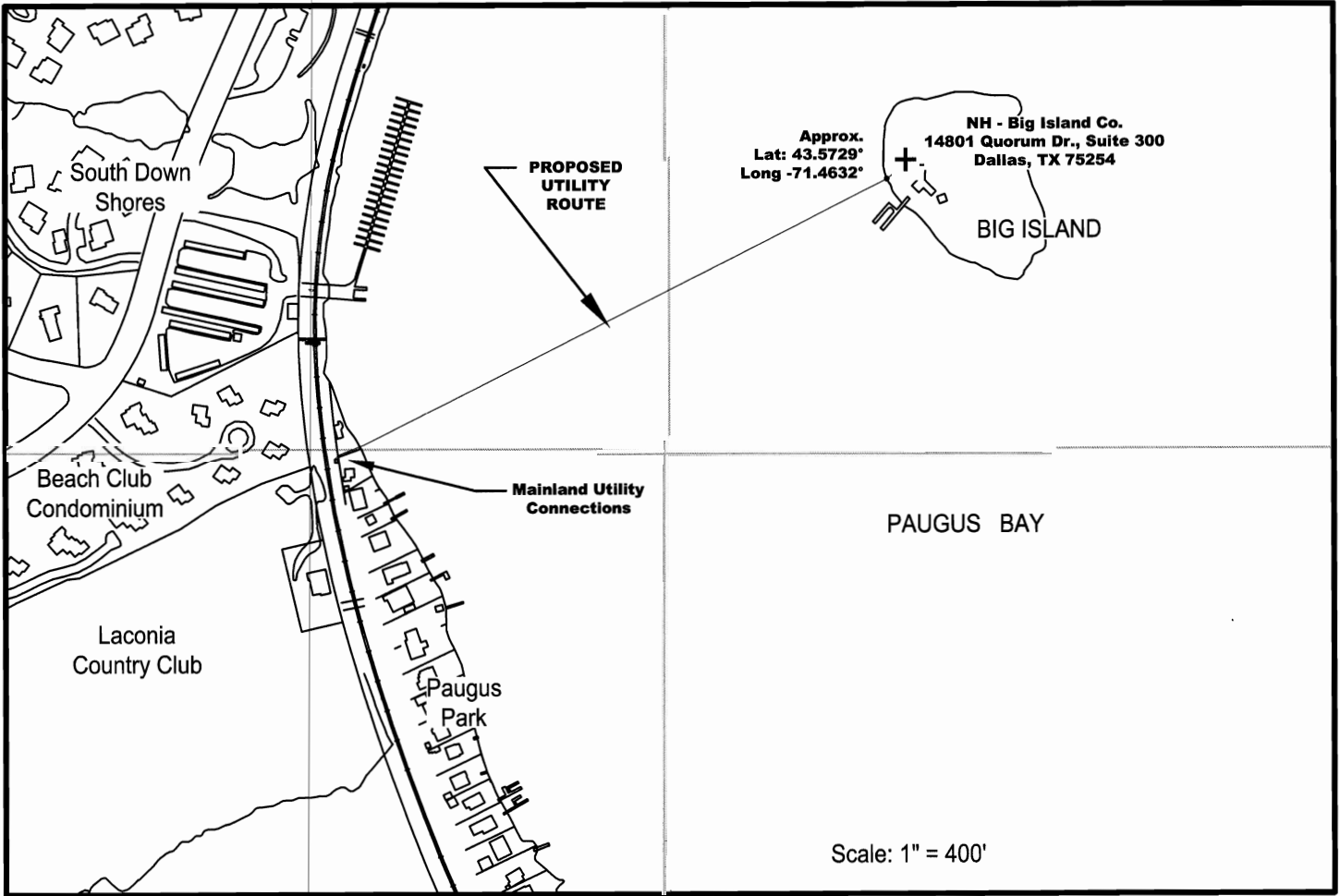
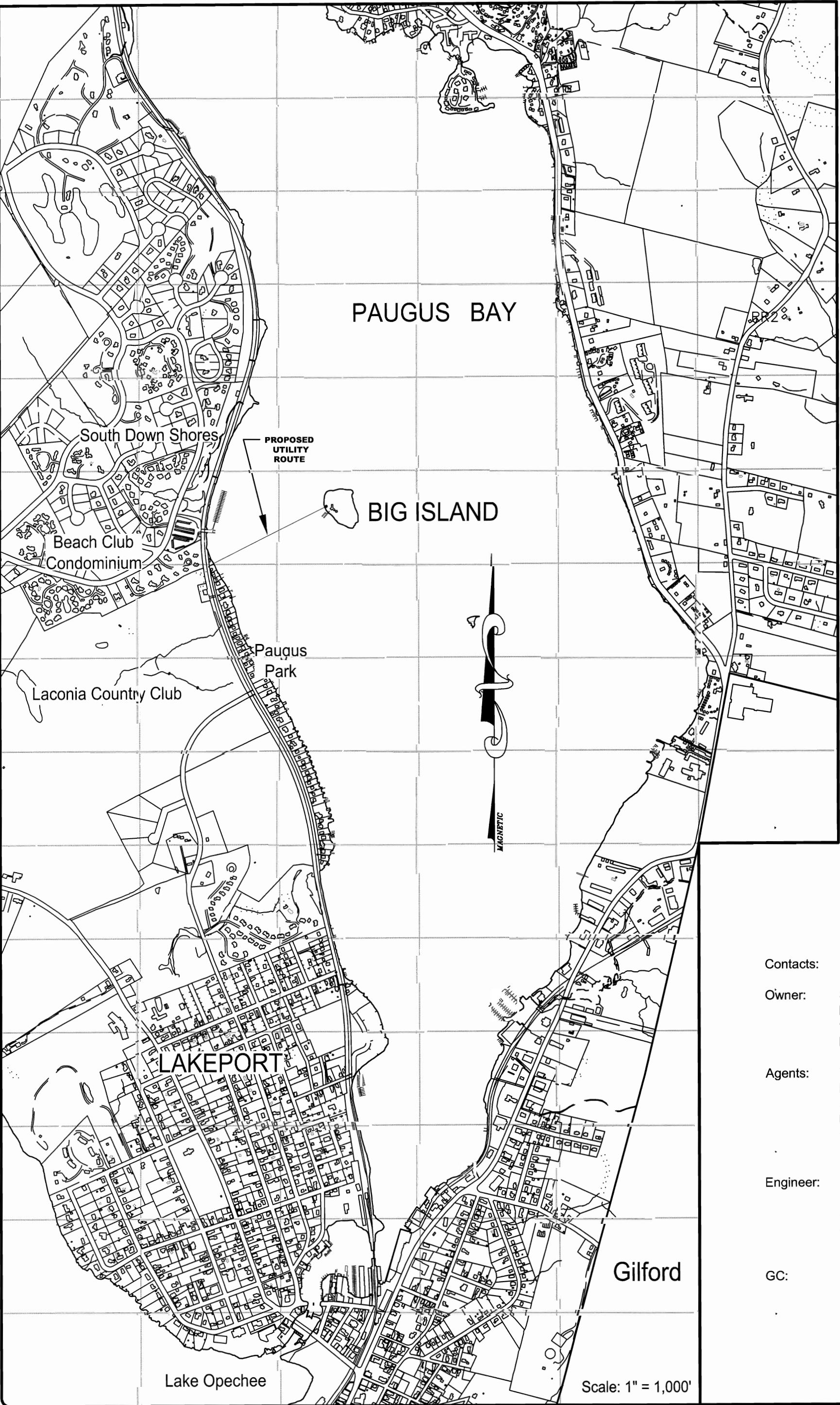
LAKE WINNIPESAUKEE  
LACONIA, NH

for

**SCOTT A. EVERETT**  
**14801 Quorum Drive, Suite 300**  
**Dallas, TX 75254**

**April 30, 2014**

Revised to July 7, 2014



LEGEND	
	EXISTING / PROPOSED TREES
	DRAINAGE FLOW / TRAFFIC FLOW
	IRON PIPE / STONE BOUND
	EXISTING UTILITY LINE
	PROPOSED UTILITY LINE
	PROPOSED UNDERGROUND UTILITIES
	PROPOSED FINISH GRADE
	EXISTING / PROPOSED SIGN
	EXISTING / PROPOSED HYDRANT
	EXISTING / PROPOSED CATCH BASIN
	EXISTING SEWER
	PROPOSED SEWER
	EXISTING WATER LINE
	PROPOSED WATER LINE
	EXISTING TREE LINE
	PROPOSED TREE LINE
	EXISTING DRAINAGE LINE
	PROPOSED DRAINAGE LINE
	EXISTING CONTOUR LINE
	PROPOSED GRADING
	PROPOSED WOOD RAIL FENCE
	PROPOSED CHAIN LINK FENCE
	SETBACK LINE
	PROPOSED SILT FENCE
	PROPOSED HAY BALES
	PROPOSED LIGHTING
	PROPOSED CURB (RAMP)
	PROPOSED EDGE OF PAVEMENT
	PROPOSED STONE APRON

DEVELOPER: Scott A. Everett  
14801 Quorum Drive, Suite 300  
Dallas, TX 75254

SURVEYOR/ENGINEER: STEVEN J. SMITH & ASSOCIATES, INC.  
6 Lily Pond Road  
Gilford, NH 03249  
(603) 524-1468 ~ (603) 524-4731(fax)  
sjs@sjsincnh.com

GENERAL CONTRACTOR: DBU CONSTRUCTION INC.  
PO BOX 984  
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pwg@docksource.com

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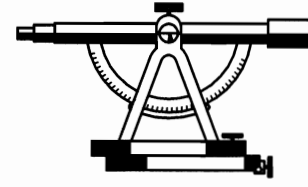
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nuttelmans@city.laconia.nh.us

COVER	
OVERALL SITE PLAN 1" = 100'.....	SHEET 1
MAINLAND SITE PLAN 1" = 20'.....	SHEET 2
ISLAND SITE PLAN 1" = 20'.....	SHEET 3
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Steven J. Smith  
& Assoc., Inc.



Surveying  
Engineering  
Land Planning

Construction Plans  
Utility Services to  
Big Island  
Paugus Bay  
Laconia, NH

Developer:  
Scott A. Everett  
14801 Quorum Drive, Suite 300  
Dallas, TX 75254

Site Location:  
Paugus Bay of  
Lake Winnepesaukee  
Belknap County  
Laconia, NH 03246

Tax Map No.:  
263-178-1

Plan Date:  
January 7, 2014

Revisions:  
May 15, 2014  
July 7, 2014

Plans:

- 1 Overall Site Plan
- 2 Mainland Site Plan
- 3 Island Site Plan
- 4 Profile 1
- 5 Profile 2
- 6 Connection Details
- 7 Details
- 8 Erosion Control Stds
- 9 Water Stds

Plans Prepared by  
Steven J. Smith & Assoc., Inc.  
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FINAL PLANS  
EXHIBIT A

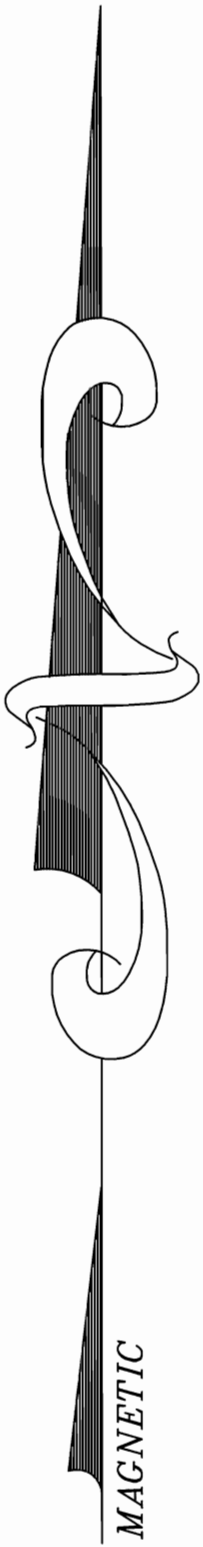
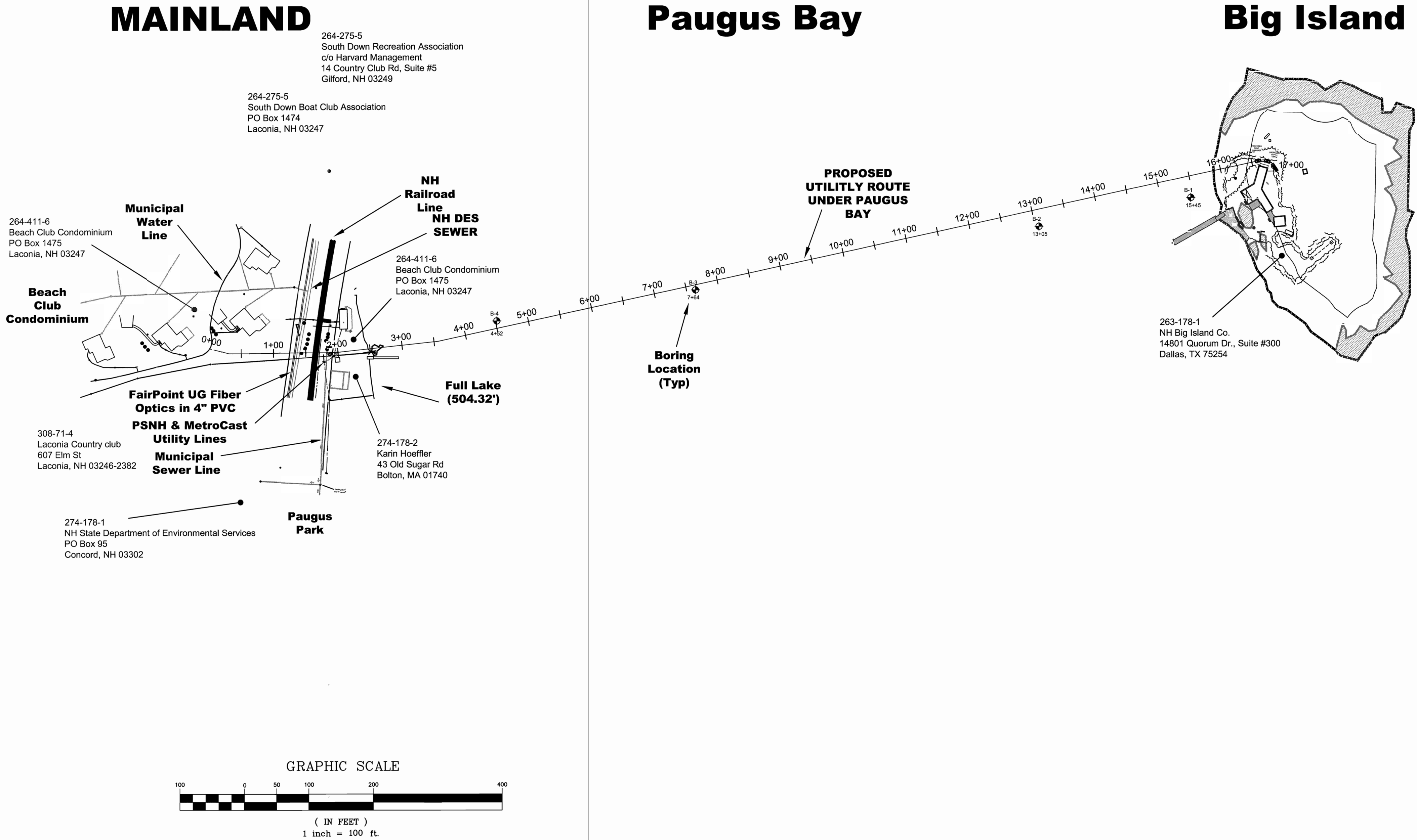
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13015

SJS Project No.  
93080

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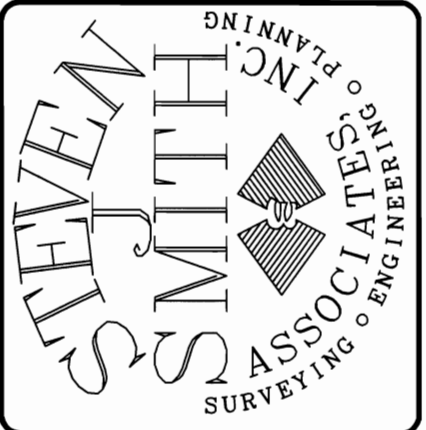
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273-275-5  
Lauren E Crockett Revocable Trust/Trustee  
Janet M Thomas Revocable Trust/Trustee  
111 Davidson Dr  
Laconia, NH 03246



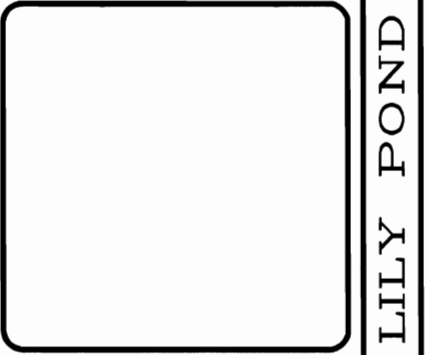
REVISIONS	
7/7/14: Updated sewer connection	

DATE: April 30, 2014	
SCALE: 1" = 100'	
FIELD BOOK: 380	
SHEET NO.: 1	
SDSKPROJ NO.: 93080	
DWG NO.: 13015 Eng-3.dwg	
TAB.: Overall Site 100	



**OVERALL SITE PLAN FOR SEWER, WATER, ELECTRIC & CABLE UTILITIES TO BIG ISLAND**  
PAUGUS BAY of LAKE WINNIPESAUKEE  
LACONIA, BELKNAP COUNTY, NEW HAMPSHIRE 03246

for  
**SCOTT A. EVERETT**



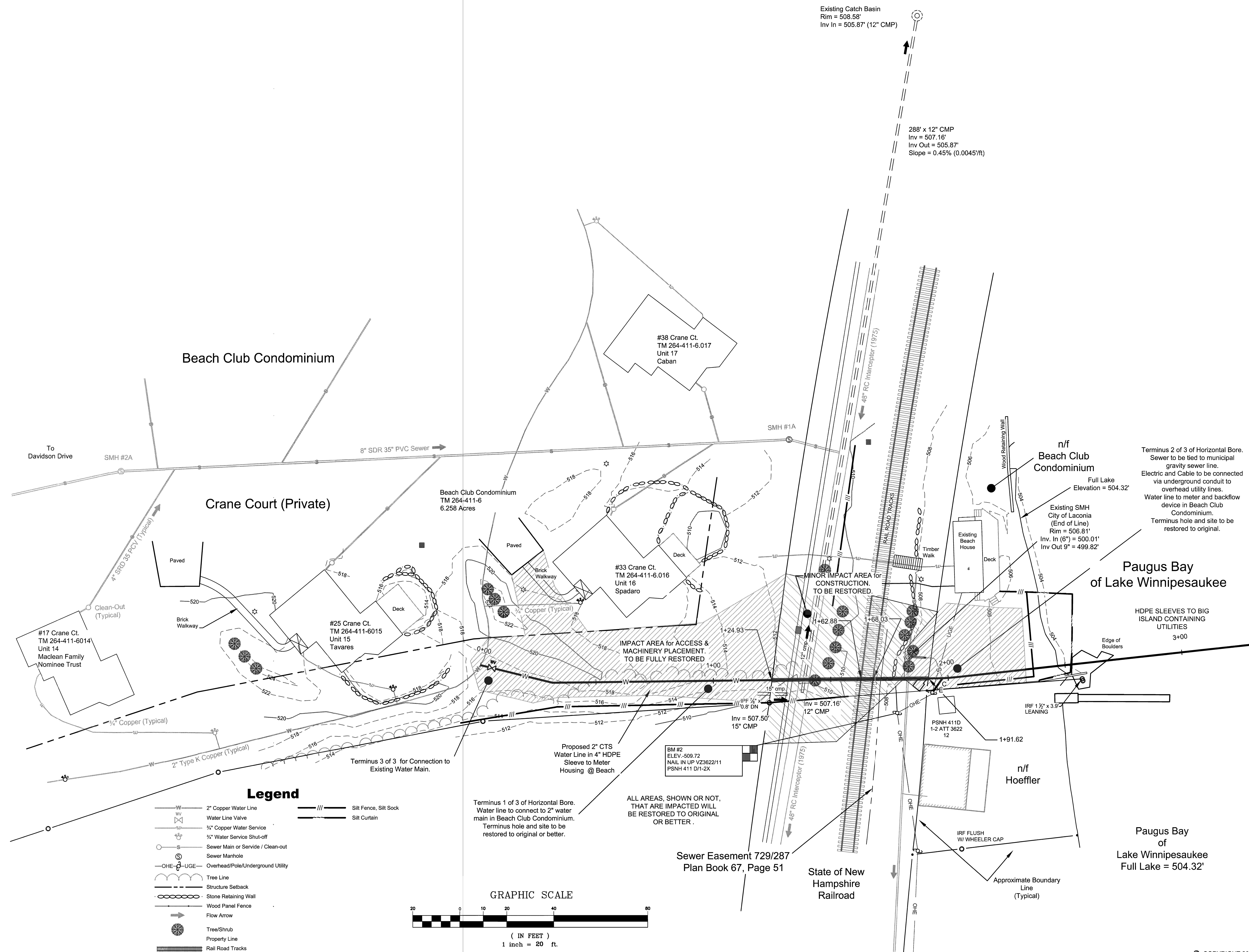
JOB NO.  
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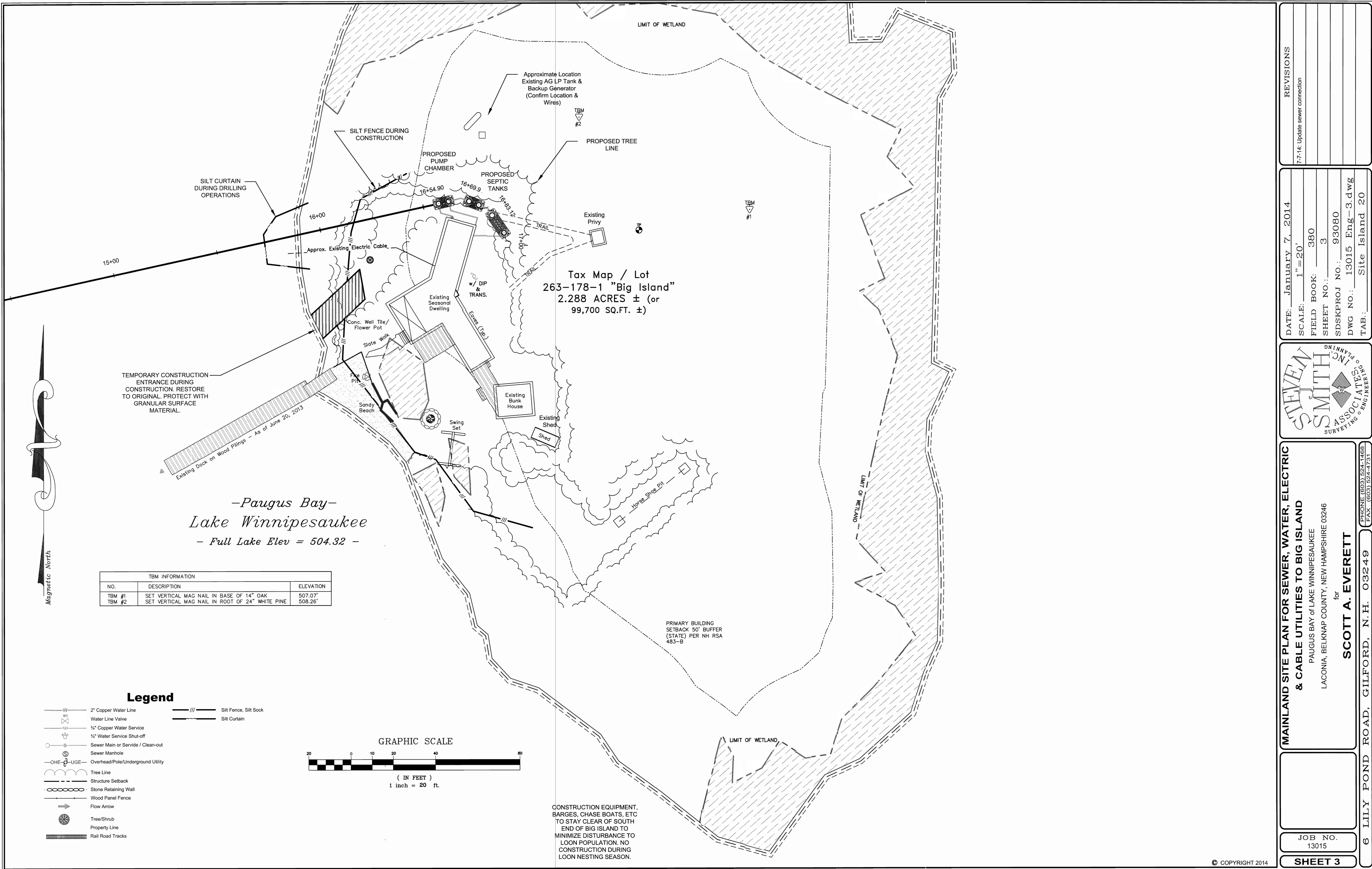
**SHEET 1**

6 LILY POND ROAD, GILFORD, N.H. 03249

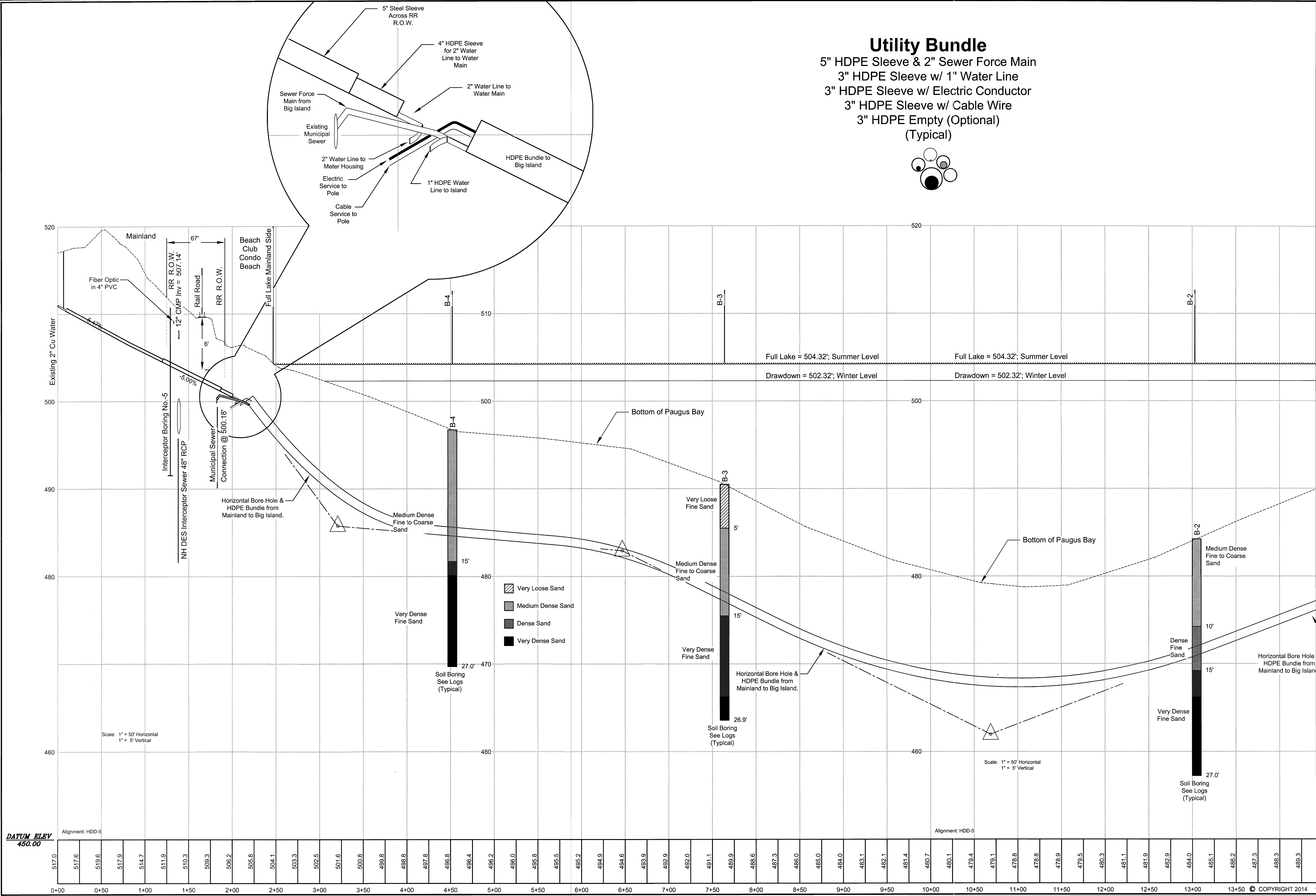
PHONE (603) 524-1468  
FAX (603) 524-4731











REVISIONS

7-7-14; Update sewer connection

DATE: April 30, 2014

SCALE: As Shown

FIELD BOOK: 380

SHEET NO.: 4

SDSKPROJ NO.: 93080

DWG NO.: 13015 Eng-3.dwg

TAB: P & P

STEVEN SMITH ASSOCIATES, INC.

SURVEYING & ENGINEERING

UTILITY PROFILE

MAINLAND TO BIG ISLAND

SEWER, WATER, ELECTRICITY AND CABLE SERVICES

PAUGUS BAY, LAKE WINNIPESAUKEE

LACONIA, BELKNAP COUNTY, NEW HAMPSHIRE 03246

for

SCOTT A. EVERETT

JOB NO.

13015

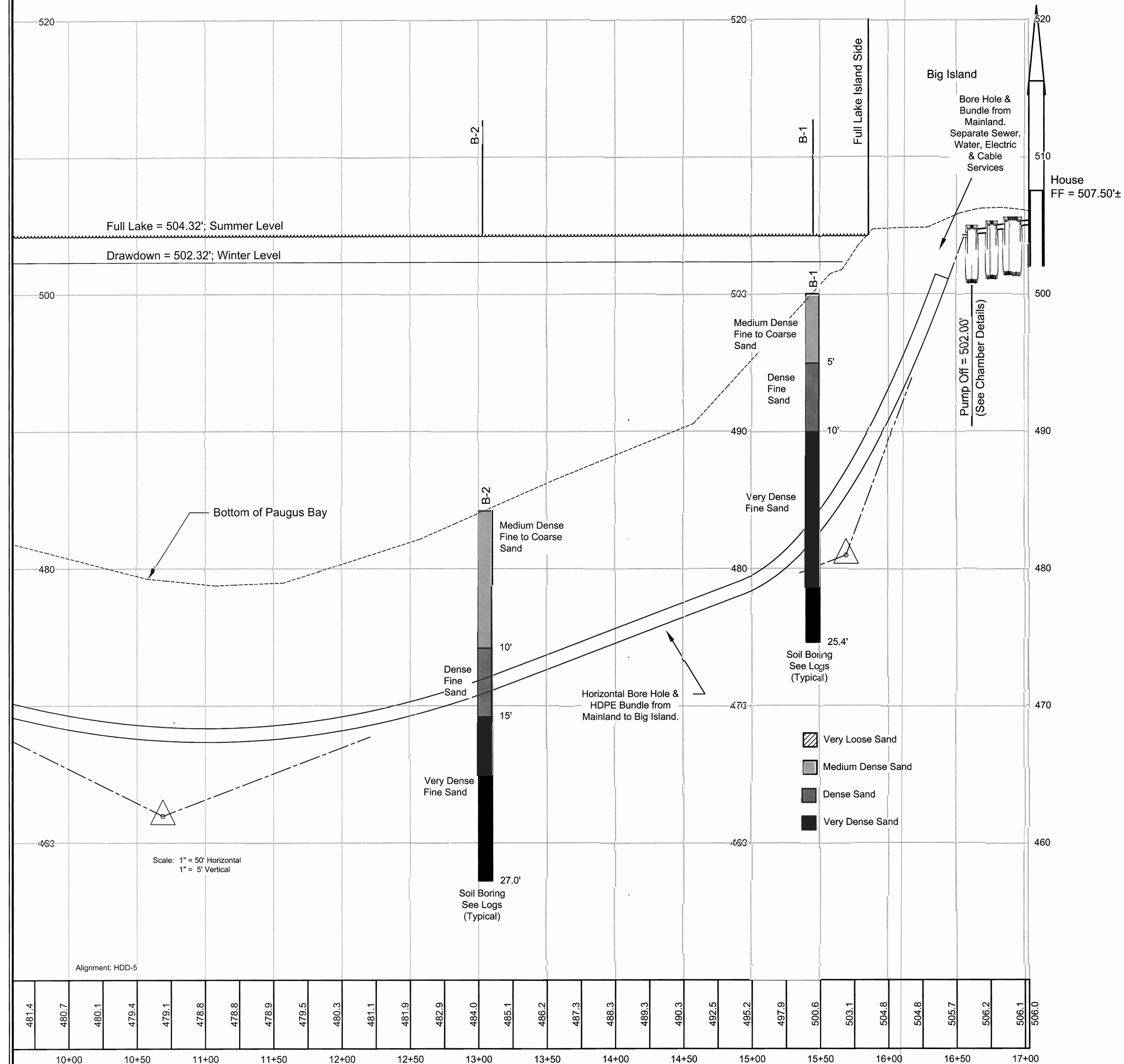
SHEET 4

6 LILY POND ROAD, GILFORD, N.H. 03249

PHONE (603) 524-1488

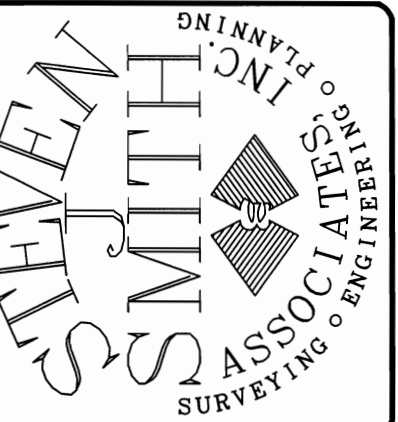
FAX (603) 524-1731

5" HDPE Sleeve & 2" Sewer Force Main  
3" HDPE Sleeve w/ 1" Water Line  
3" HDPE Sleeve w/ Electric Conductor  
3" HDPE Sleeve w/ Cable Wire  
3" HDPE Empty (Optional)  
(Typical)



REVISIONS
7-7-14; Update sewer connection

DATE: April 30, 2014  
SCALE: 5' / 50'  
FIELD BOOK: 380  
SHEET NO.: 5  
SDSKPROJ NO.: 93080  
DWG NO.: 13015 Eng-3.dwg  
TAB.: P & P2



**UTILITY PROFILE**

**MAINLAND TO BIG ISLAND**  
SEWER, WATER, ELECTRICITY AND CABLE SERVICES  
PAUGUS BAY, LAKE WINNIPESAUKEE  
LACONIA, BELKNAP COUNTY, NEW HAMPSHIRE 03246

for

**SCOTT A. EVERETT**

**ILFORD, N. H. 03249**

PHONE (603) 524-1468  
FAX (603) 524-4731

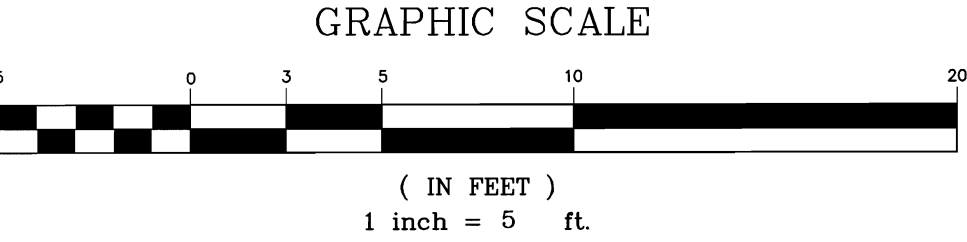
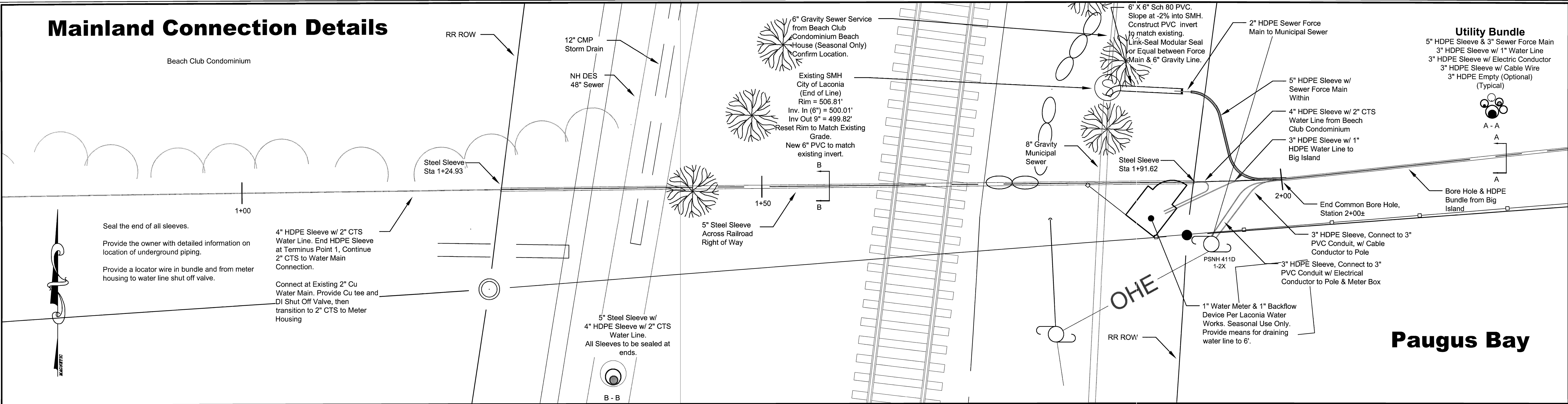
JOB NO.
13015

SHEET 5

6 LILY POND ROAD, C



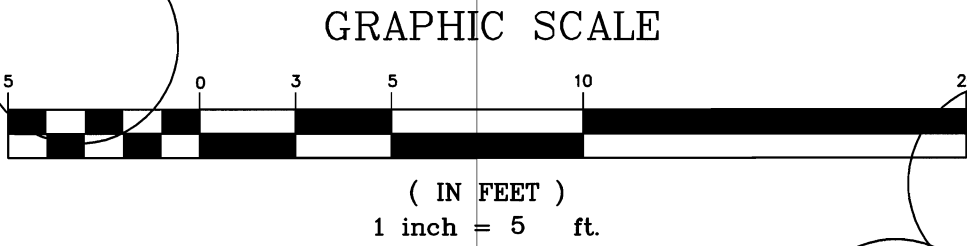
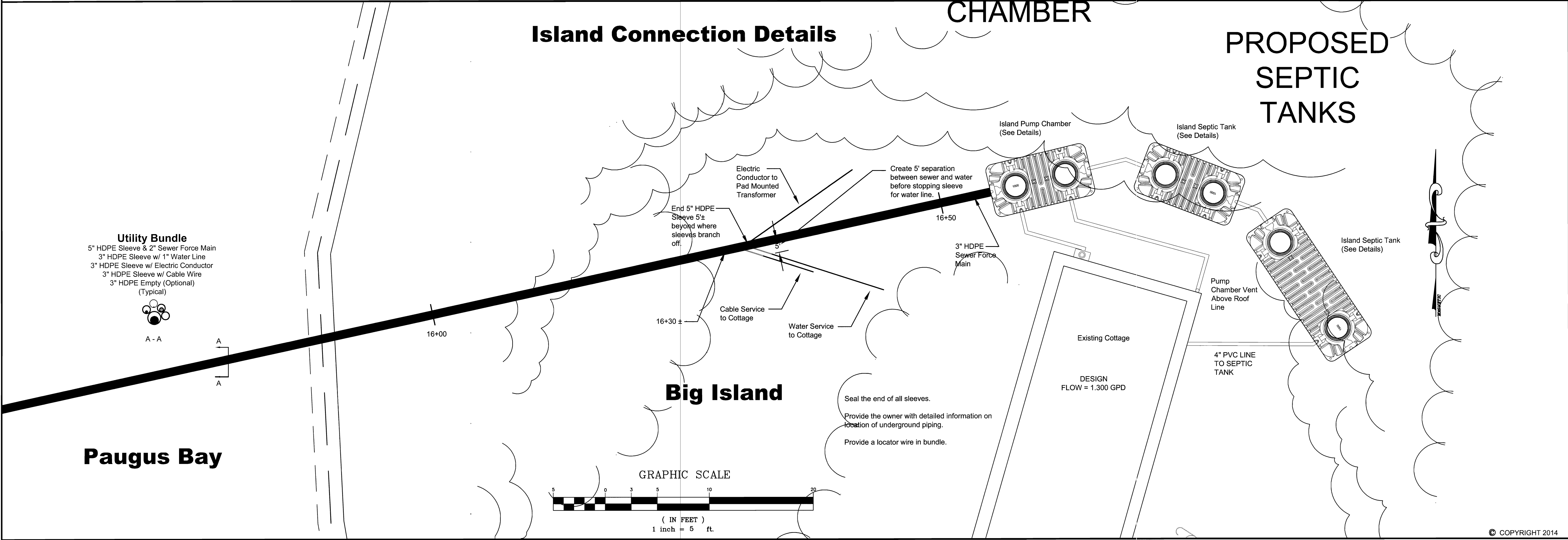
Mainland Connection Details



Note:  
Erosion Control practices to be in place before any excavation begins.  
All sleeves to be sealed and watertight before backfilling.  
All disturbances to be restored to original or better prior to final payment.  
All utilities must be mapped and shown on a plan and approved by the engineer prior to final payment.

Note:  
Work must be coordinated with NH DOT Bureau of Rail & Transit, Laconia Department of Public Works, Laconia Water Works, PSNH, Metrocast Cablevision and Beach Club Condominium.  
Work cannot be performed between May 15th and October 15th.

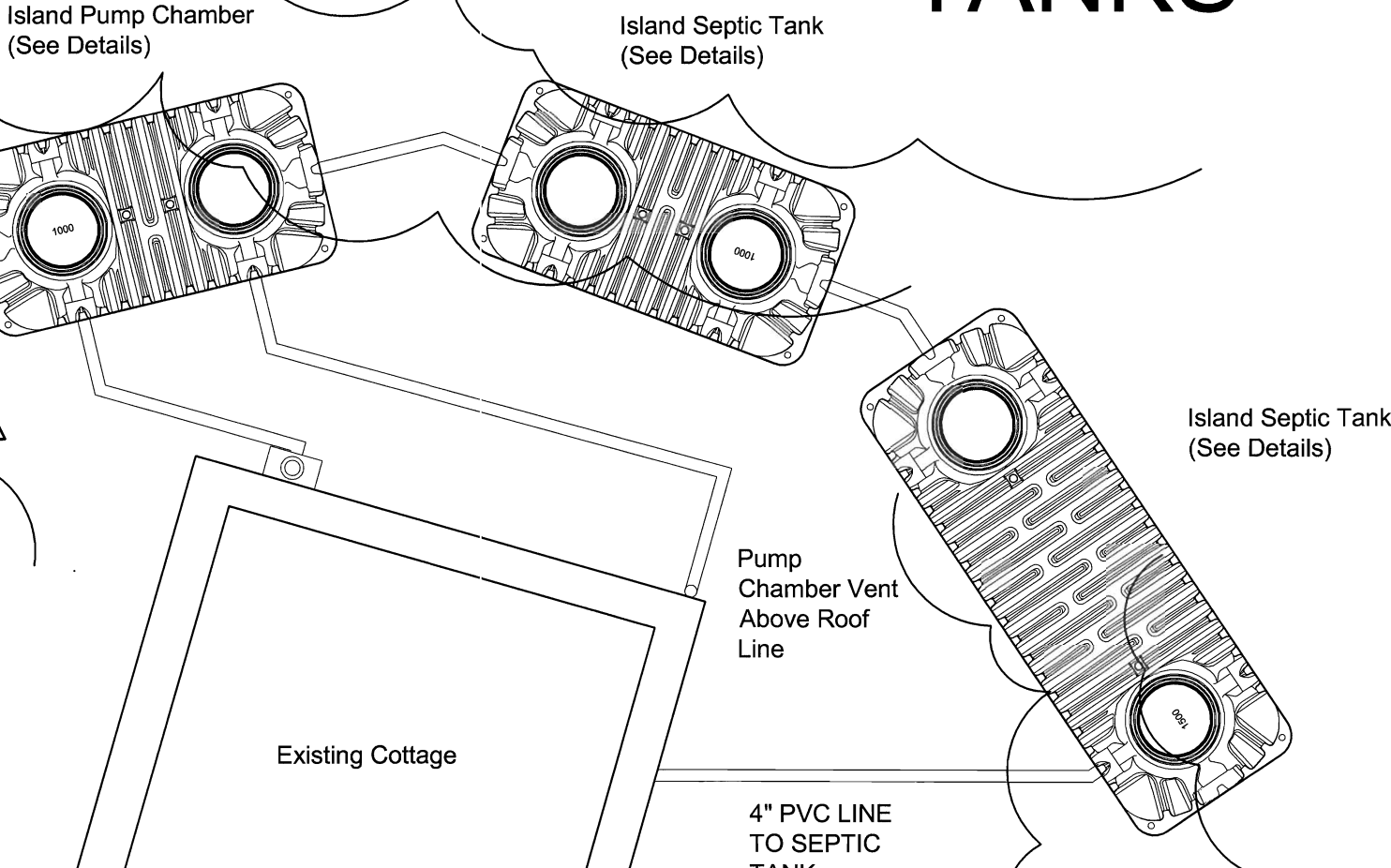
Island Connection Details



Seal the end of all sleeves.  
Provide the owner with detailed information on location of underground piping.  
Provide a locator wire in bundle.

CHAMBER

PROPOSED SEPTIC TANKS



DATE: April 30, 2014	
SCALE: 1" = 5'	REVISIONS
FIELD BOOK: 380	7-7-14: Update sewer connection
SHEET NO.: 6	
SDSKPROJ NO.: 93080	
DWG NO.: 13015 Eng-3.dwg	
TAB.: Site 5	

CONNECTION DETAILS	
MAINLAND & BIG ISLAND	
PAUGUS BAY of LAKE WINNIPESAUKEE	
LACONIA, BELKNAP COUNTY, NEW HAMPSHIRE 03246	
for SCOTT A. EVERETT	
6 LILY POND ROAD, GILFORD, N.H. 03249	
JOB NO. 13015	
SHEET 6	





- AFTER CLEARING OPERATIONS ARE COMPLETE THE FOLLOWING SHOULD BE USED AS A GUIDELINE FOR CONSTRUCTION SEQUENCE FOR TEMPORARY AND PERMANENT EROSION CONTROL MEASURES
1. Prior to earth work operations, construct temporary sediment and detention measures, including but not limited to silt fencing and barrier fences per design plans. A stable construction entrance must be installed. perimeter controls must be in place.
  2. Treatment swales and/or detention/retention ponds are to be installed and stabilized early on in the construction sequence, prior to rough grading of the site. Ditches and swales shall be stabilized prior to directing water to them.
  3. Note that any constructed ditch, swale, pond; trap etc. that conveys or receives moving water must be stable before directing water to it. This may require the use of sod instead of seed and mulch in some areas.
  4. Grub and dispose of debris. Loam and topsoil to be stockpiled in a central location and then stabilized and protect with a sediment barrier around the down slope edge.
  5. Construct permanent and temporary culverts as necessary. Provide stable inlet and outlet areas for all culverts.
  6. Construct underground utilities, (water, sewer, drains, electric, telephone, cable, fire alarm etc)
  7. Whenever drainage structures are installed, protect openings with stone dams prior to water being allowed to enter.
  8. Construct roads, parking lots and/or temporary accesses to sub-grade, then stabilize all exposed cut and fill slopes within 15 days of exposure. All areas shall be stabilized within 45 days of initial disturbance. The contractor shall stabilize all roadways and parking lots within 72 hours of achieving finished grade.
  9. Begin permanent and temporary seeding and mulching. All areas shall be stabilized within 72 hours of achieving finished grade.
  10. All cut and fill slopes shall be loamed, fertilized, seeded and mulched within 72 hours of achieving finished grade. No area shall be left unstabilized for more than 15 days.
  11. Construct temporary diversion channels, water bars, swales, traps & other best management practices as necessary to limit erosion, minimize concentrated flows, divert flows from sensitive areas and filter sediment laden runoff.
  12. During construction, the contractor shall inspect the drainage paths and erosion and sediment control measures on site after every 1/2" rainfall and at least once each week. The contractor shall modify and/or repair sediment and erosion control measures to maintain stability of disturbed areas. Consult with the Engineer before any changes to the design are made.
  13. Apply additional mulch and seed to areas most susceptible to erosion.
  14. Pave all designated areas. Monitor the roadside ditches and treatment swales. Repair any eroded areas.
  15. Complete permanent seeding and landscaping. Remove temporary erosion control measures only after the site is stable.
    - a. The definition of stable for the site or any erosion control practice is:
      - i. Base course gravels have been installed in areas to be paved
      - ii. 85% of vegetative growth is established (minimum)
      - iii. 3" of non-erosive material, (stone or rip-rap) has been installed
      - iv. Erosion control blankets have been properly installed

16. The smallest practical area shall be disturbed during construction, but in no case shall this exceed 5 acres at any one time before disturbed areas are stabilized.
  17. All erosion control shall be inspected weekly and after every 1/2" of rainfall.
- TEMPORARY EROSION CONTROL MEASURES
1. All temporary erosion control practices shall be monitored and maintained in working order throughout construction.
  2. Unpaved disturbed areas shall be seeded as follows:
    - a. 4" loam seedbed
    - b. 1 lb. seed per 50 square yards per Temporary Seed Specifications.
    - c. Mulch to protect seed/seedlings/slopes per Temporary Seed Specifications.
    - d. Fertilizer per Temporary Seed Specifications.
    - e. Lime per Temporary Seed Specifications
  3. Sediment in sediment basins and behind check dams shall be removed when it reaches 1/3 of the structure height.
  4. Baled hay and straw, mulch, and seed preparation shall be per NHDOT Specifications.
  5. Fugitive dust shall be controlled by site watering as necessary.
  6. Soil is not to be tracked off site. Daily sweeping is required to maintain clean routes into and out of the site.
  7. The contractor shall monitor the site for evidence of sediment leaving the site and shall consult with the engineer to remedy this.

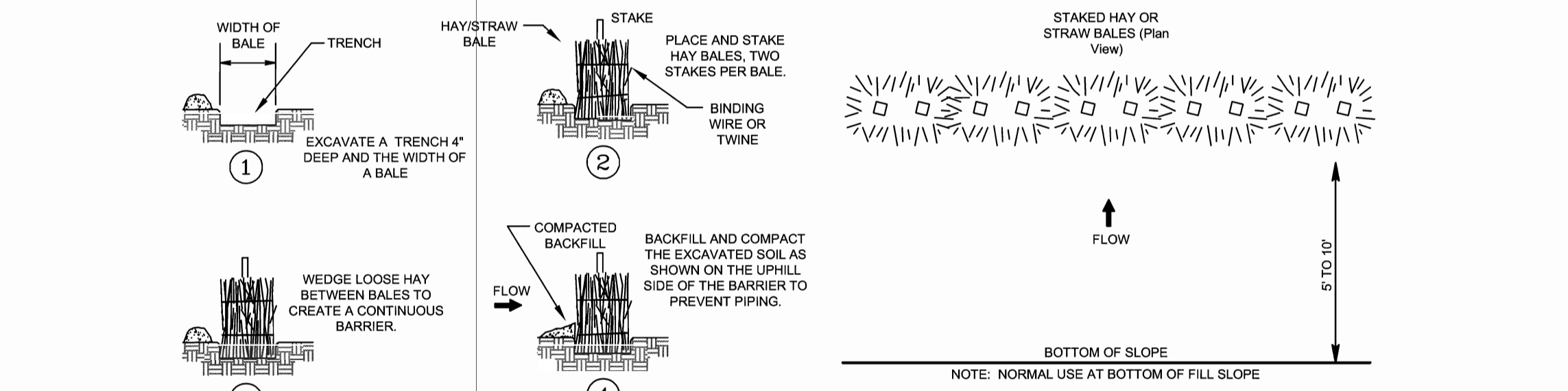
- WINTER CONSTRUCTION NOTES
1. All proposed vegetated areas that do not exhibit a minimum of 85% vegetative growth by October 15th, or which are disturbed after October 15th, shall be stabilized by seeding and installing erosion blankets on slopes greater than 3:1, and seeding and placing 3 to 4 tons of mulch per acre, secured with anchored netting, elsewhere, the installation of erosion control blankets or mulch and netting shall not occur over accumulated snow or on frozen ground and shall be completed in advance of thaw or melt events.
    - a. Slopes less than 3:1
      - i. Seeding of Winter Rye
      - ii. Mulching with hay or straw
    - b. Slopes equal to or greater than 3:1
      - i. Seeding of Winter Rye
      - ii. Installing an erosion control blanket w/ staples placed per manufacturer's specifications
    - c. Other areas
      - i. Seeding with Winter Rye
      - ii. Place evenly 3 to 4 tons of mulch per acre
      - iii. Secure with stapled/anchored netting
    - d. The above shall not be done on frozen ground or snow
  2. All ditches or swales which do not exhibit a minimum of 85% vegetative growth by October 15, or which are disturbed after October 15, shall be . stabilized temporarily with stone or erosion control blankets appropriate for the design flow conditions.
    - a. 1 1/2" clean hard stone or North American Green S75 erosion control blankets or appropriate for the design flow conditions
    - b. Rebuilt to design specifications during the following growing season
  3. After November 15, incomplete road or parking surfaces, where work has stopped for the winter season, shall be protected with a minimum of 3" of crushed gravel per NHDOT item 304.3.

- TEMPORARY SEED & WINTER CONTROL SPECIFICATIONS
1. Winter Rye: 112 lbs/acre (2.5 lbs/1,000 s.f.) Seed August 15 to November 1 only
  2. Oats: 80 lbs/acre (2 lbs/1,000 s.f.) Seed April 1 to May 30 only
  3. Annual Ryegrass w/ Winter Rye in the fall or Oats in the spring: 40 lbs/acre (1 lb/1,000 s.f.)
  4. Fertilizer: 10/10/10 @ 500 lbs/acre (80 lbs/1,000 s.f.)  
10/2/10 w/ slow release nitrogen if in any protected shoreland.
  5. Mulch: 3-4 tons/acre (150-200 lbs/1,000 s.f.)

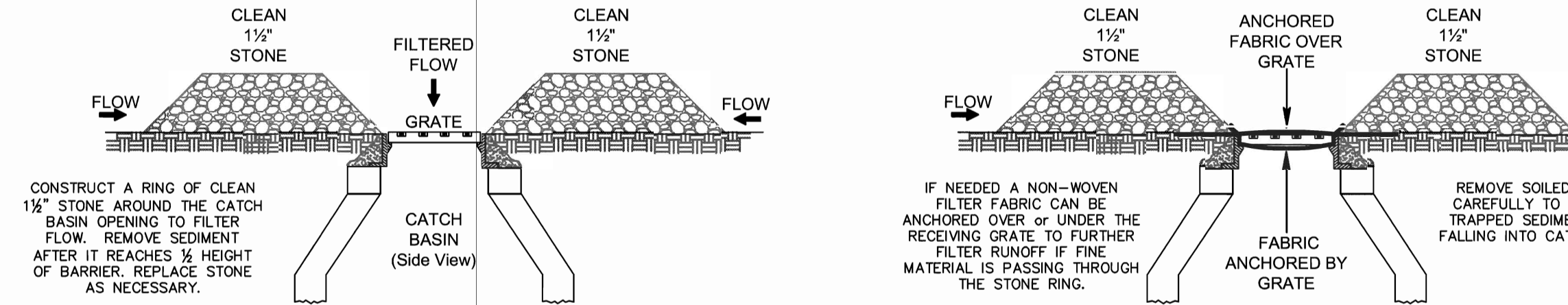
- PERMANENT SEED SPECIFICATIONS
- Unless otherwise specified in these plans, if the plans call for an area to be seeded, it shall meet the following specification, but in no case will allow for less than a stable, permanent vegetative cover.
1. A 4" seedbed of loam, free of unsuitable, hazardous or frozen material and free of construction debris and rocks.
  2. Well incorporated fertilizer and or limestone to meet growing requirements for nutrients and pH of the seed species. A soil test to determine this requirement is preferred but in the absence of soil tests the following shall be used:  
Fertilizer: 10/6/10 @ 500 lbs/acre (80 lbs/1,000 s.f.)  
10/2/10 @ 500 lbs/acre with slow release nitrogen if in any protected shoreland
  3. Seedbed rolled and lightly scarified per industry standards to promote rapid germination.
  4. Uniformly broadcast, drilled or hydroseeded seed to meet minimum seeding rates for the species. Unless otherwise specified use a uniform mix of NH DOT Park Seed Type 15: (Creeping Red Fescue at 40 lbs/acre, Perennial Ryegrass at 50 lbs/acre, Kentucky Bluegrass at 25 lbs/acre and Redtop at 5 lbs/acre for a total of 120 lbs/acre)  
Seed must not be wet, moldy or otherwise damaged. Seed must meet purity and germination requirements of NH DOT Section 644 Grass Seed. Seed tags and Proof of Seed Purity to be provided to the Engineer prior to seeding.
  5. Mulch: 3-4 tons/acre (150-200 lbs/1,000 s.f.) (Hay is not acceptable unless free of seed.)
  6. Water, re-grade or loam, reseed, fertilize and mulch as necessary to establish a stable vegetative cover.

- SHORELAND WATER QUALITY PROTECTION ACT (SWQPA)
1. From the reference line to 25' only limestone can be used. (i.e. no other fertilizers/chemicals)
  2. From 25' to 250', fertilizer can be used but only fertilizer that has slow release nitrogen, (a nitrogen component which is at least 50% slow release nitrogen components) and only low phosphorous fertilizer, (2% or less P in fertilizer composition)
  3. From 0' to 50' pesticides and herbicides can only be applied by a licensed applicator.

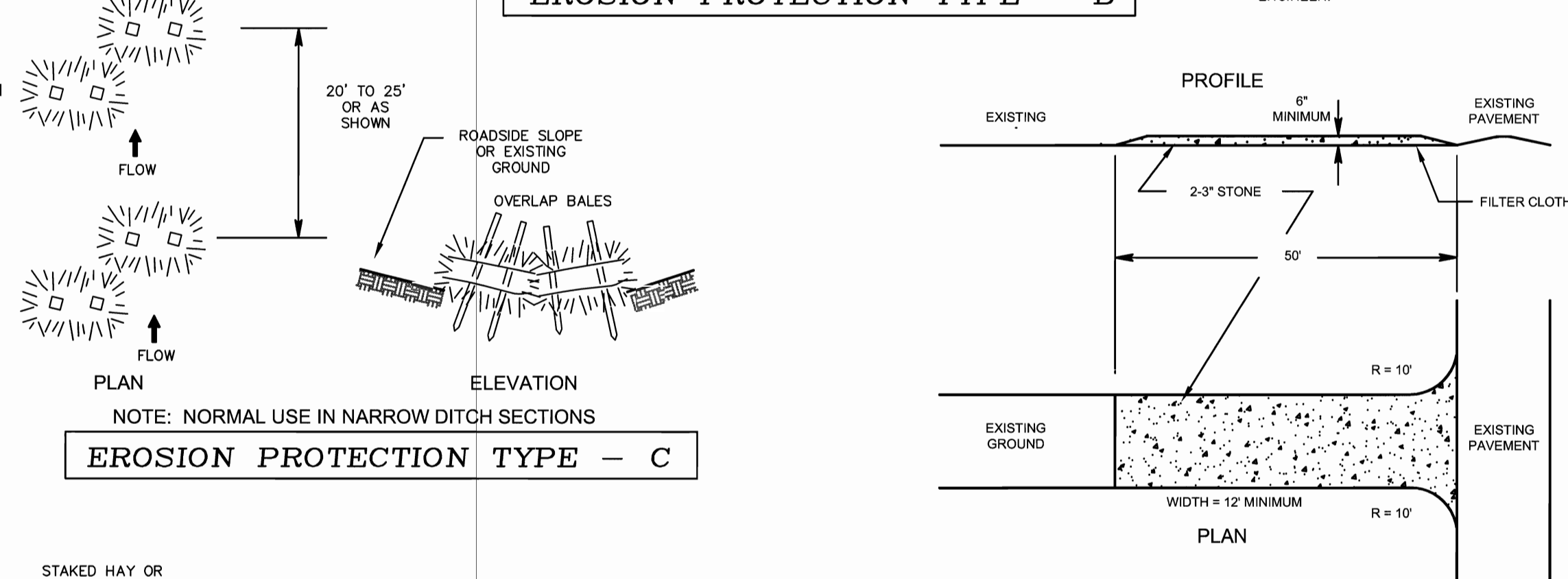
- SATISFACTION OF PERMIT REQUIREMENTS
1. The contractor is responsible for complying with the requirements of any EPA Storm Water Pollution Prevention Plan (SWPPP), NH DES Alteration of Terrain Permit, Shoreland Water Quality Protection Act Permit or NH DES Wetlands Permit if applicable as well as any other local, state or federal permits or requirements connected with these plans. The contractor shall satisfy himself that he is aware of the applicable requirements. The contractor shall work with the owner to satisfy notification to "start and/or terminate work" requirements associated with any of these permits.



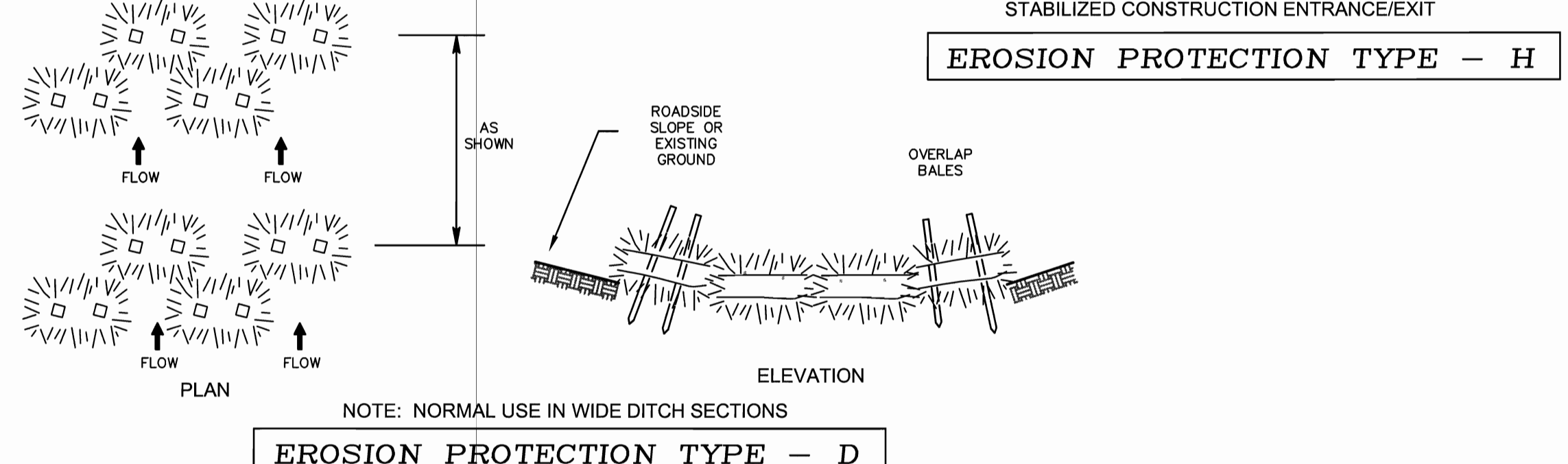
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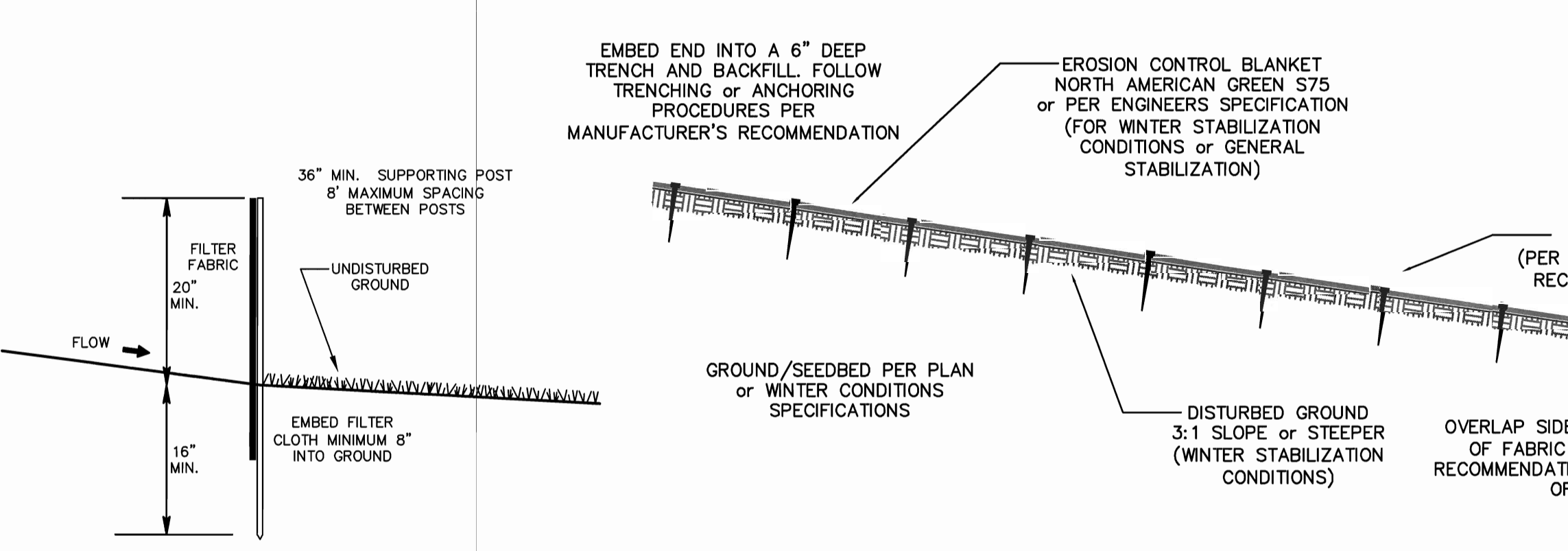
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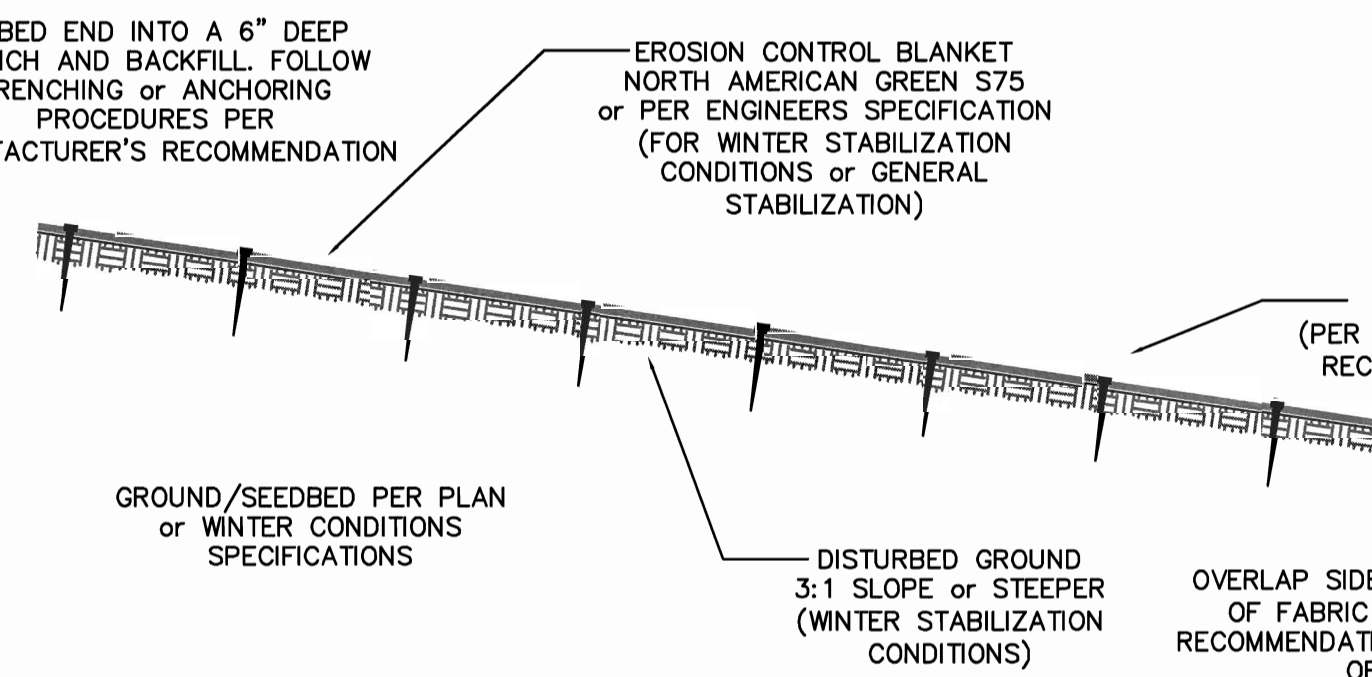
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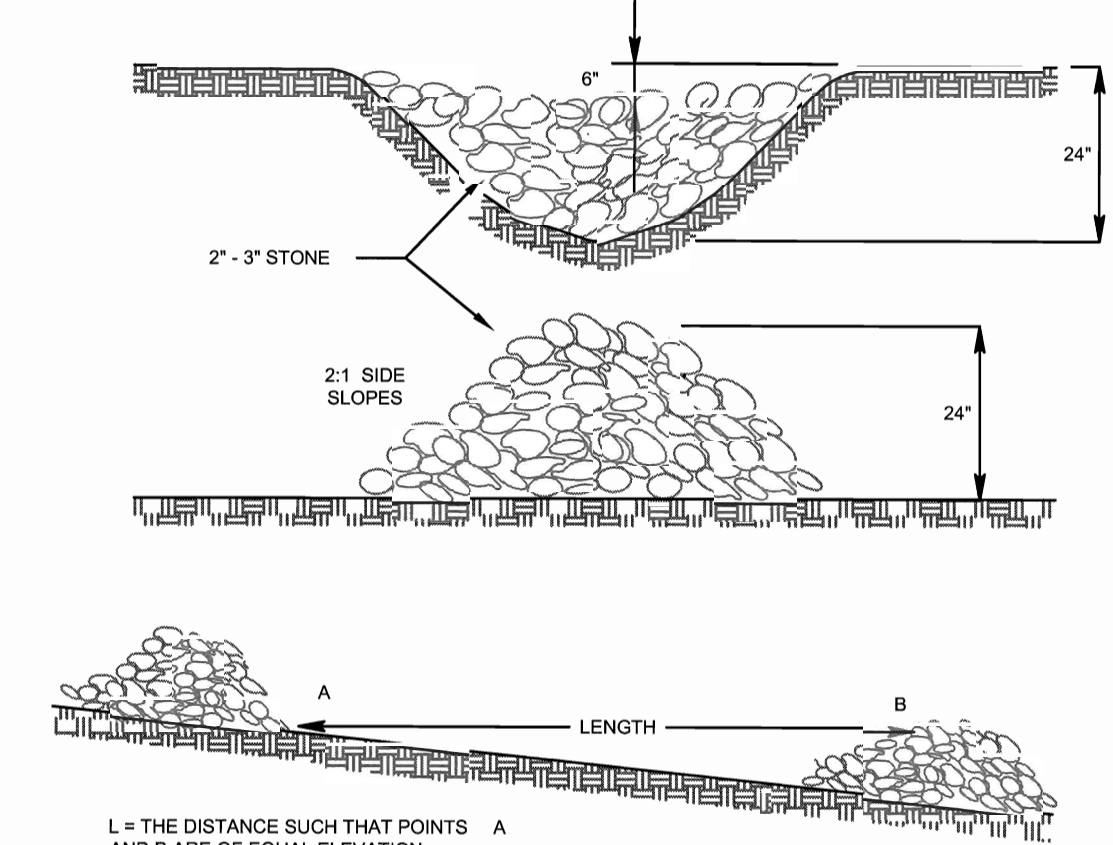
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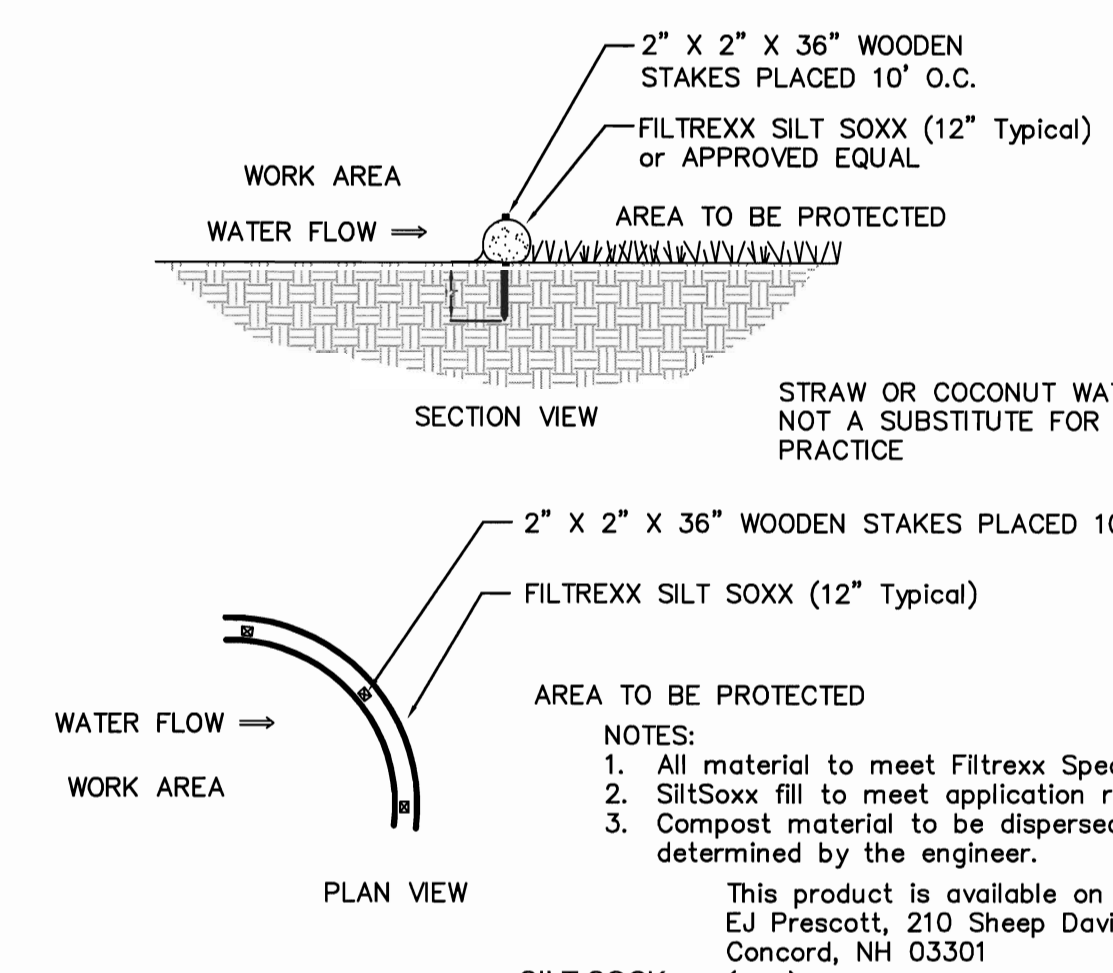
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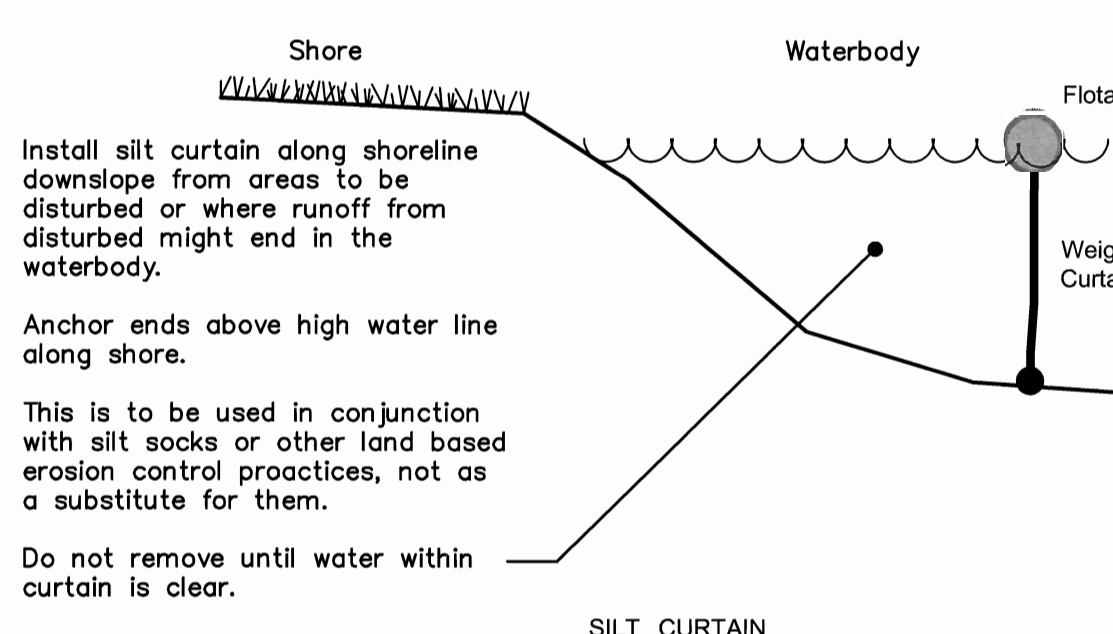
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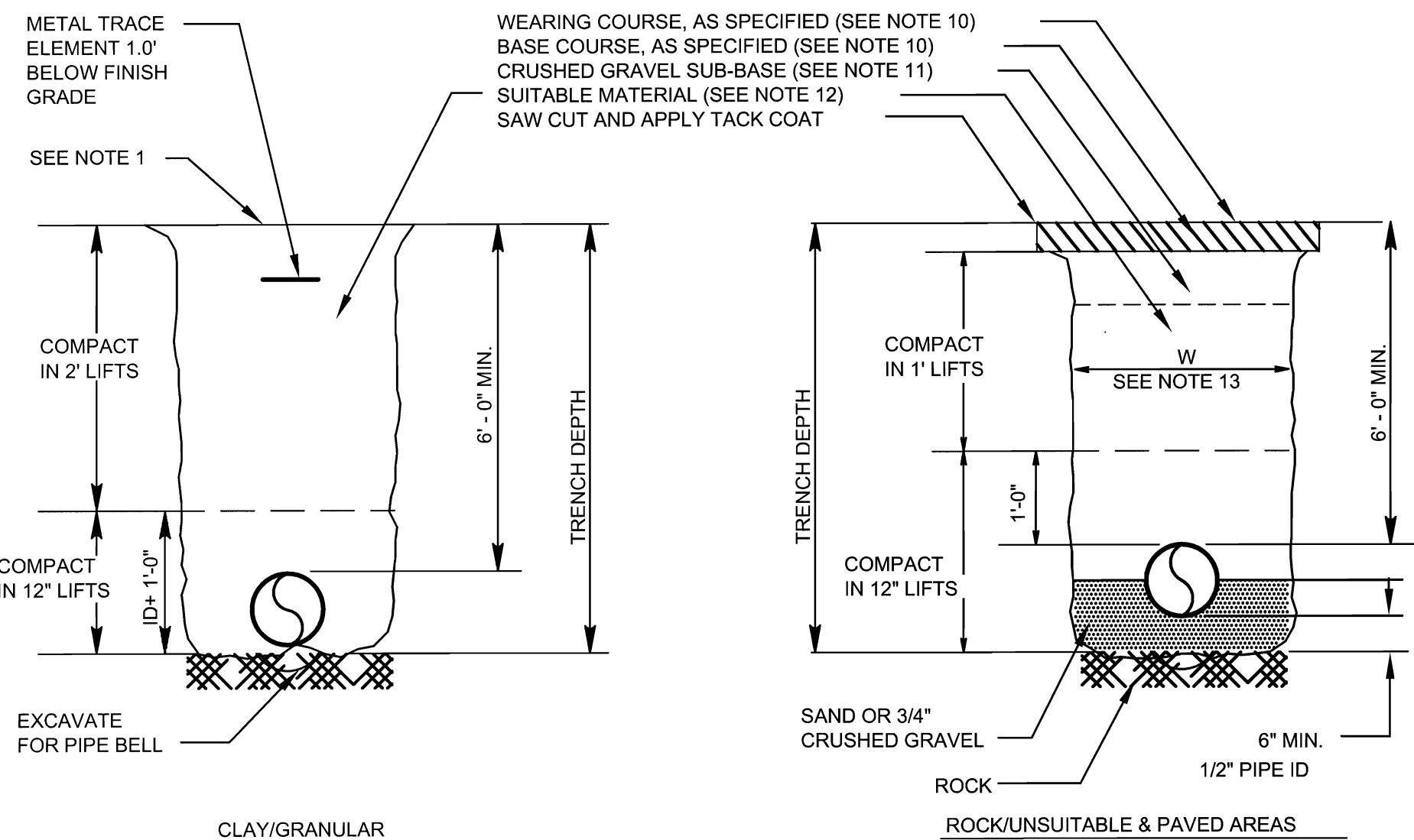
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EROSION PROTECTION TYPE - G

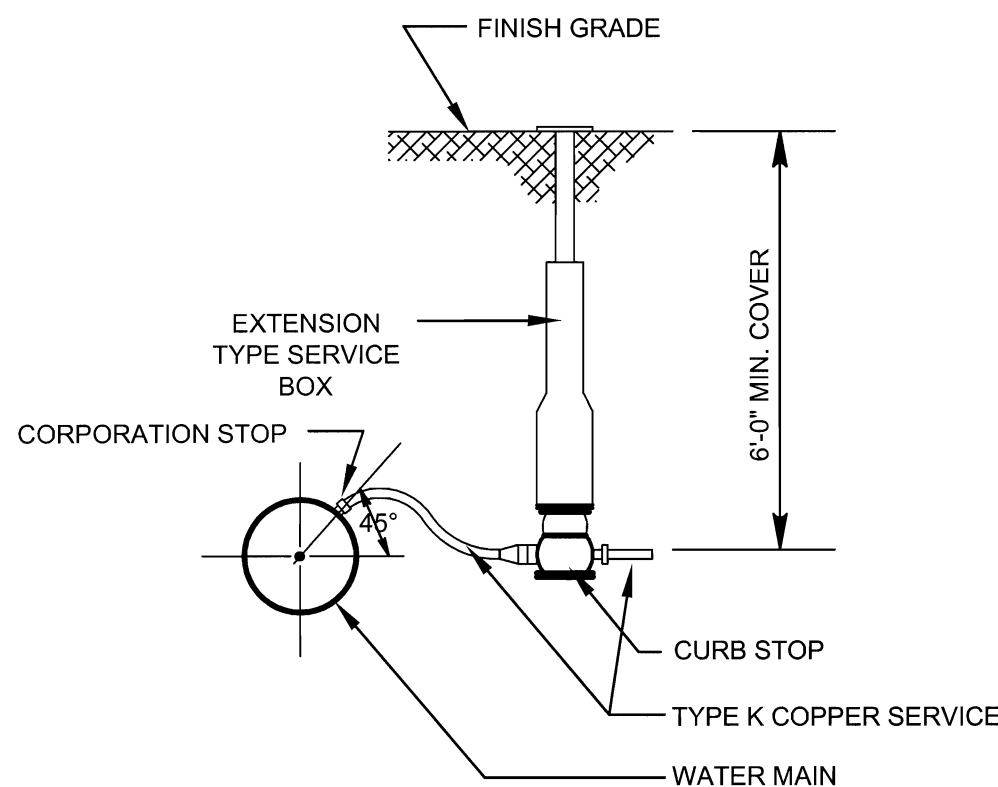


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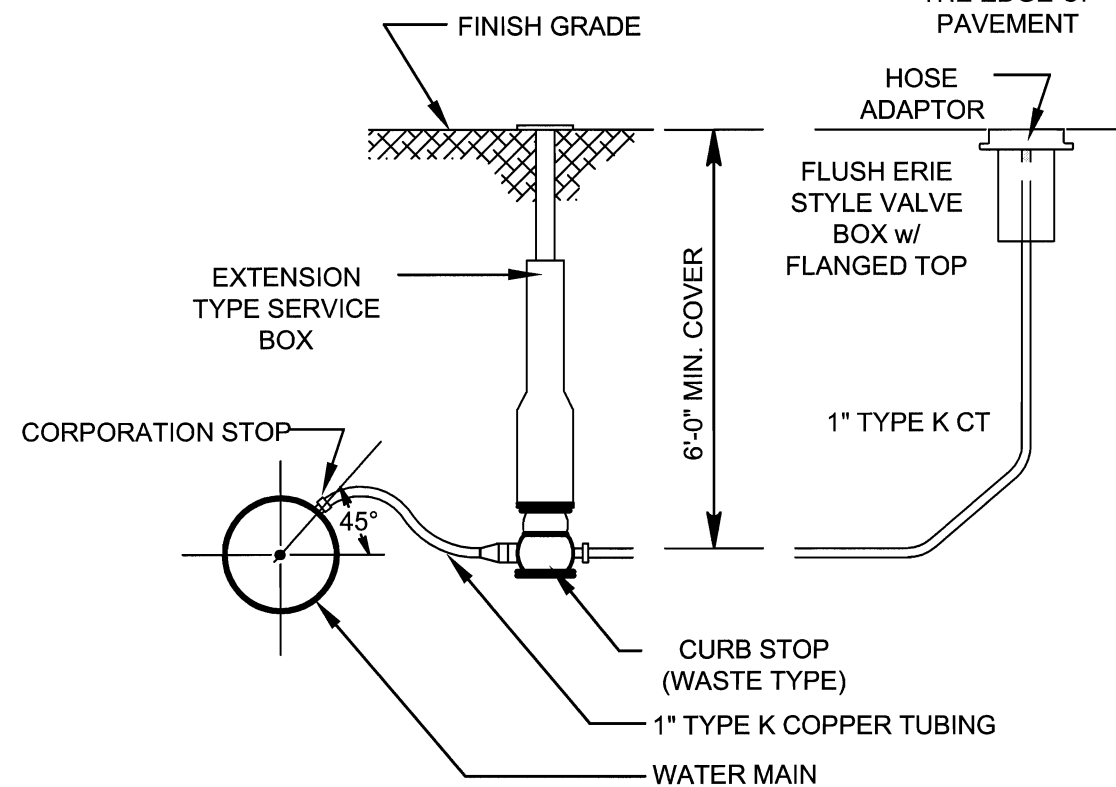
## TRENCHING AND BEDDING DETAILS FOR WATER PIPE

N.T.S.



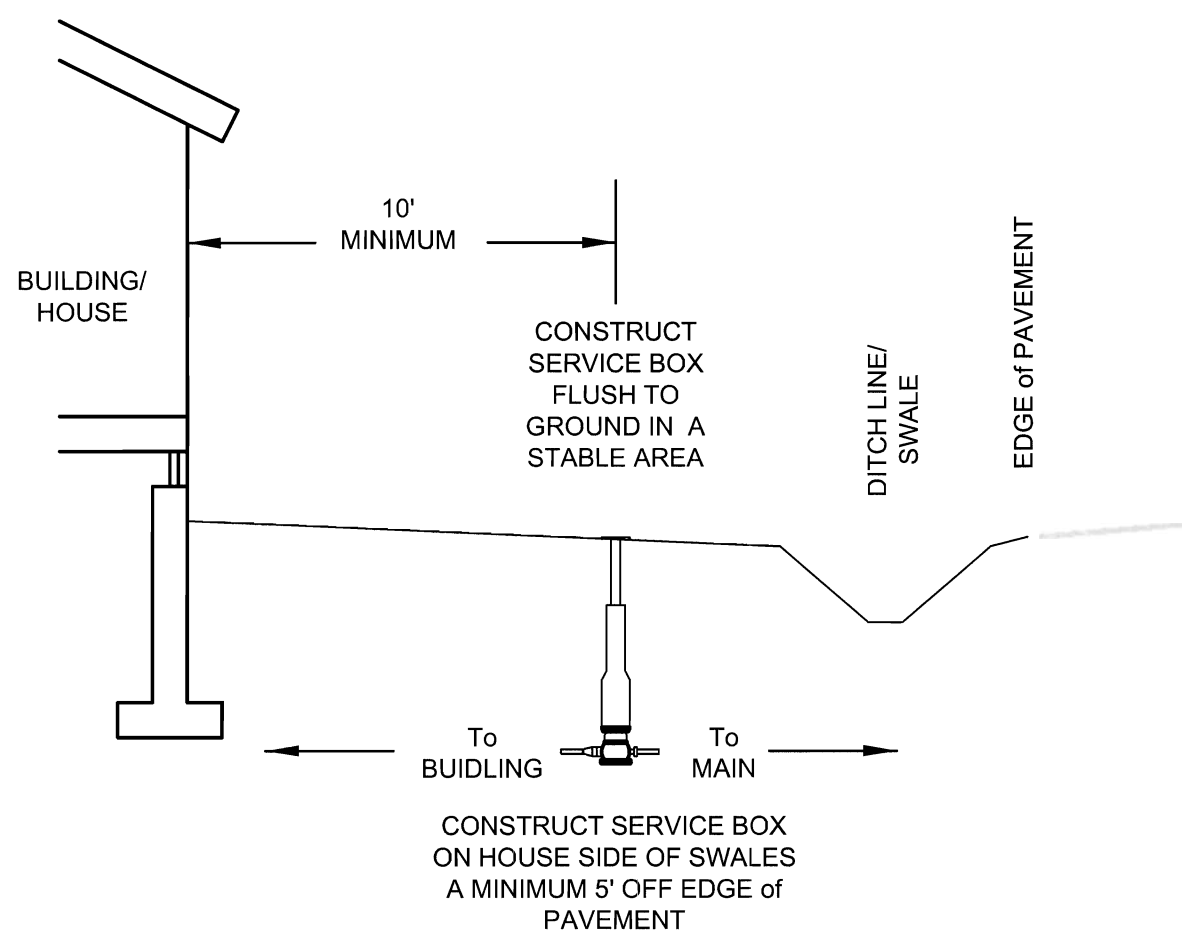
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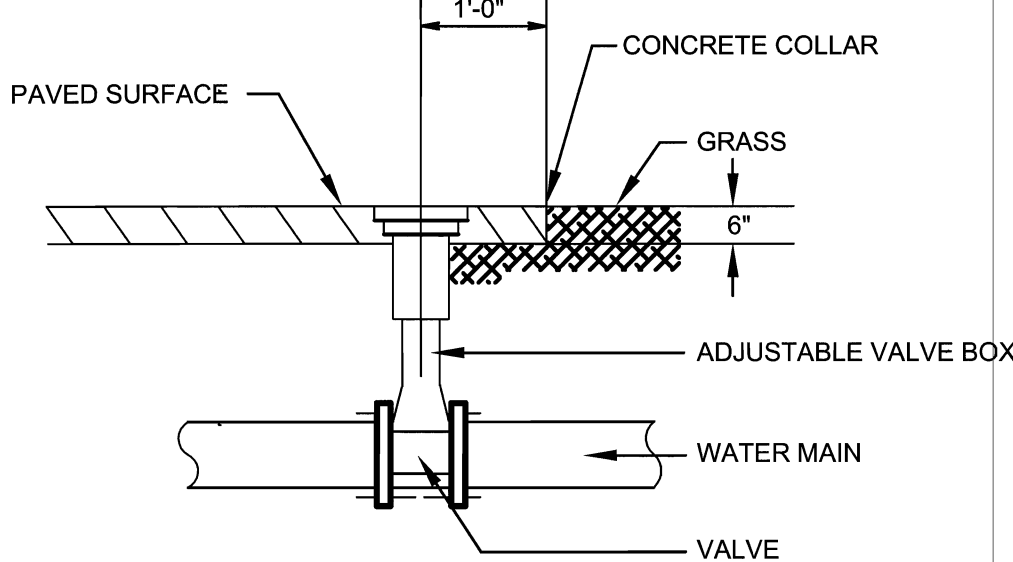
## PERMANENT BLOWOFF DETAIL

N.T.S.



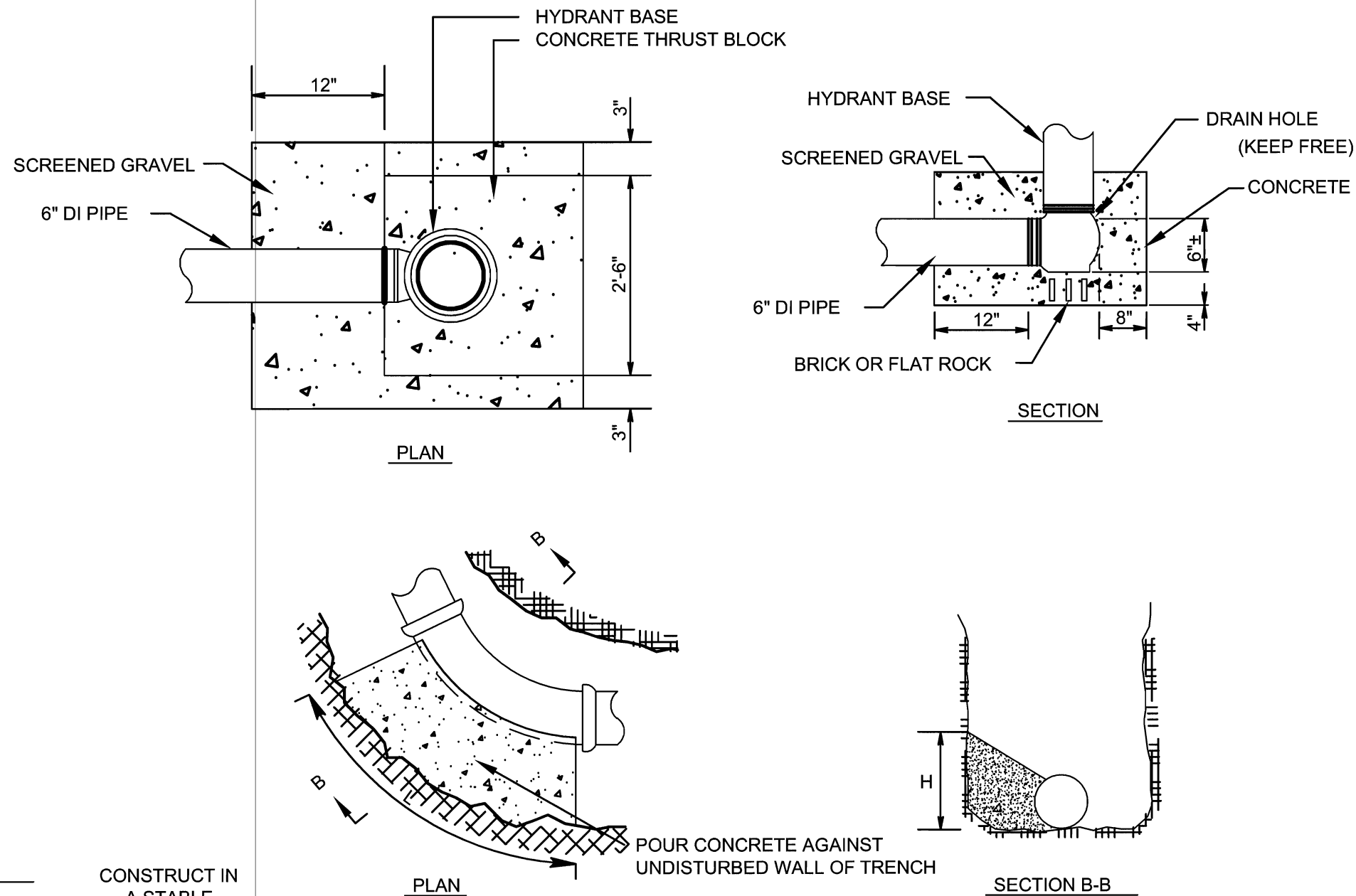
## SERVICE BOX LOCATION

N.T.S.



## VALVE BOX DETAIL

N.T.S.

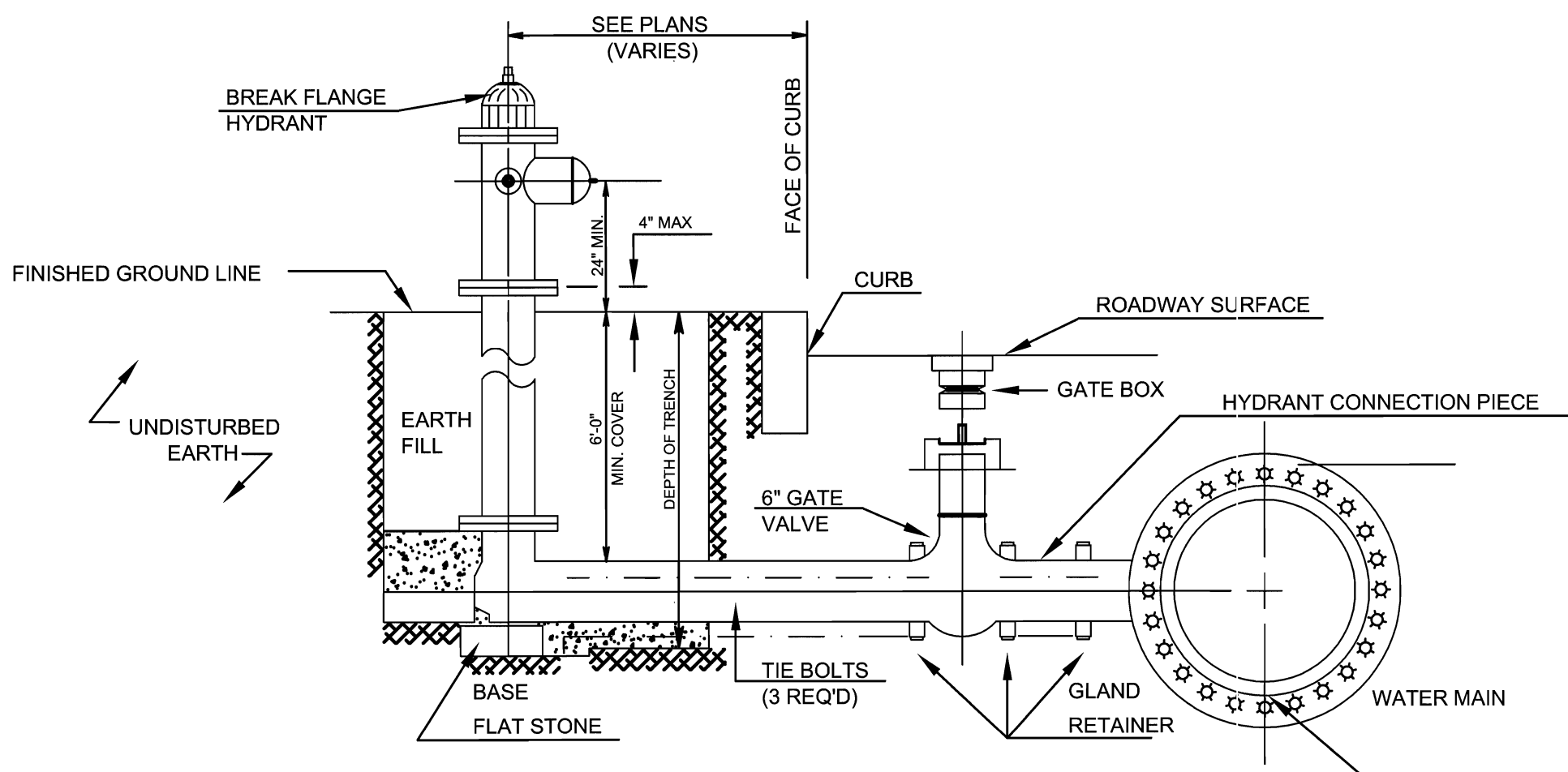


BEARING AREAS - SQUARE FEET					
NORMAL DIAMETER OF FITTING	FITTING				
	DEAD END	BRANCH OF TEE	90° BEND	45° BEND	BEND SMALLER THAN 45° GREATER THAN 10°
6"	2	2	3	2	2
8"	4	4	5	3	2
10"	6	6	8	4	2
12"	8	8	10	6	3
14"	12	12	16	9	4
16"	12	12	20	10	5

- NOTES
- 1 ALL BENDS, TEE, HYDRANTS AND DEAD ENDS SHALL BE BRACED WITH CONCRETE THRUST BLOCKS
  - 2 BEARING AREA IS AREA OF CONCRETE IN CONTACT WITH WALL OF TRENCH H X L
  - 3 HEIGHT (H) AND LENGTH (L) AS REQUIRED TO OBTAIN BEARING AREA IN TABLE

## THRUST BLOCK DETAILS

N.T.S.



## TYPICAL HYDRANT INSTALLATION

N.T.S.

### WATER MAIN AND WATER SERVICE NOTES:

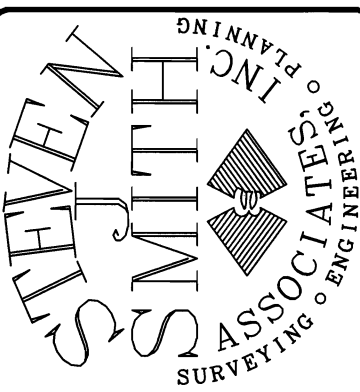
1. Water mains shall be Class 52 cement lined ductile iron pipe with asphalt coating on the outside. Water mains are to be laid using 18 or 20 foot pipe lengths with either mechanical or push-on type joints.
2. Radii for curved pipelines shown on these plans exceed the minimum radius of curvature produced by succession of joint deflections for the pipe size utilized.
3. All fittings shall be cement lined ductile iron with asphalt coated outside, either long or short pattern. All fittings are to have mechanical joints with retaining glands and have a rated working pressure of 350 psi.
4. Valves on water mains less than 12" except for tapping sleeves, are to be Metropolitan Valves or Waterous Series 500 or US Metroseal Resilient Seated Gate Valves, all mechanical joint, right to open, and asphalt coated. Valves on water mains 12" or larger can be Metropolitan Valves, Henry Pratt Co. (Ground Hog) (MJ), Dresser 450 BF (MJ), Mueller Line Seal III (MJ) or Allis Chalmers Steamseal (MJ).
5. All fire hydrants are to be Eddy F2640 meeting AWWA Standards C509-0185 with a rated working pressure of 200 psi. All hydrants are to open right, have a gate valve on the branch, have a 6'-6" trench bury, be break flange mounted, have 2-2 1/2" NST Nozzle and 1-4 1/2" NST Steamer Nozzle, NS 5 sided 63/64 operating nut, have no drain and be painted with a red body and silver caps, chains and operating nut, but must be as approved by the Laconia Fire Department.
6. Domestic service pipe is to be Type K, heavy underground soft copper tubing 3/4" to 2" in diameter with Ford or Mueller corporation stops tapped in the water main and ball valve curb stops at the property line (R.O.W.)
7. All water main loop junctions are to be constructed with mechanical joint gate valves to allow for isolation.
8. A minimum lateral clearance of 10' between water main and sanitary sewer is to be maintained. Where water mains cross sanitary sewers a vertical clearance of 18" is to be maintained between the two. If a push-on type joint comes within 10' of either side of a sanitary sewer a joint clamp or sleeve must be used.
9. Restore to original grade condition and material unless determined otherwise by the Engineer. Seeded areas to receive 4" of topsoil, seed, fertilizer & mulch.
10. Hot bituminous pavement  
Wearing course: 1 inch Base course: 2 inches
11. 1 1/2 inch crushed gravel sub-base 8 inches thick, 16" coarse sand sub-base.
12. Suitable Material: In roads, road shoulder, walkways and traveled ways suitable material for trench backfill shall be the natural material excavated during the course of construction, but shall exclude debris, pieces of pavement, organic matter, top soil, all wet or soft muck, peat or clay, all excavated ledge material, and all rocks over 6" in largest dimension, or any material which cannot sufficiently support or maintain the completed construction in a stable condition.
13. W=Maximum allowable trench width to a plane 12" above the pipe. For pipes 15" nominal diameter or less, W shall be no more than 36"; for pipes greater than 15" nominal diameter, W shall be 24" plus pipe O.D.. W shall also be the pavement width for ledge excavation and for ordered excavation below grade.
14. All Laconia Water Department specifications apply to this job. Contractor to coordinate with the Water District and Fire Department for inspection of all water line work. Swing ties for all pipe and appurtenances constructed on this job are required.
15. Backflow valves are required for all water services.

THE DIMENSION W MAY BE INCREASED BY 1'-0" FOR TRENCHES 10'-15' DEPTH AND 2'-0" FOR TRENCHES 15'-20' IN DEPTH. ADJUSTMENTS IN WIDTH WILL BE DETERMINED BY THE ENGINEER.

PIPE I.D.	W
8	36
10	36
12	36
15	36
16	36
18	48
21	48
24	54
27	60
30	60
36	64

REVISIONS

DATE: April 30, 2014  
SCALE: As Shown  
FIELD BOOK: 380  
SDSKPROJ NO.: 13015  
SHEET No.: 9  
DWG NO.: 13015 Eng-3.dwg



WATER STANDARDS

NH RAILROAD ROW to BIG ISLAND in PAUGUS BAY, LAKE WINNIPESAUKEE  
LACONIA, BELKNAP COUNTY, NEW HAMPSHIRE 03246

for

SCOTT A. EVERETT

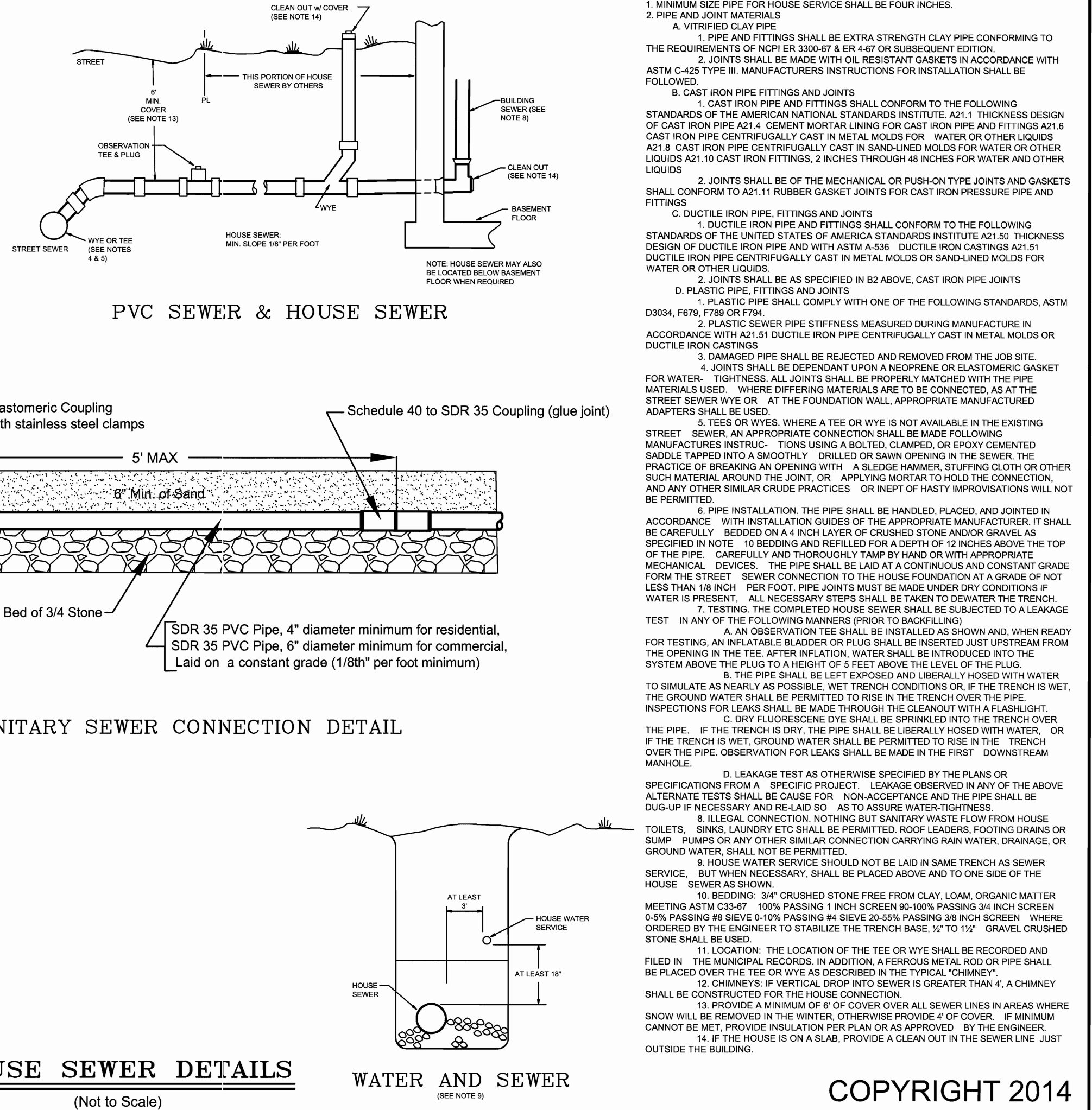
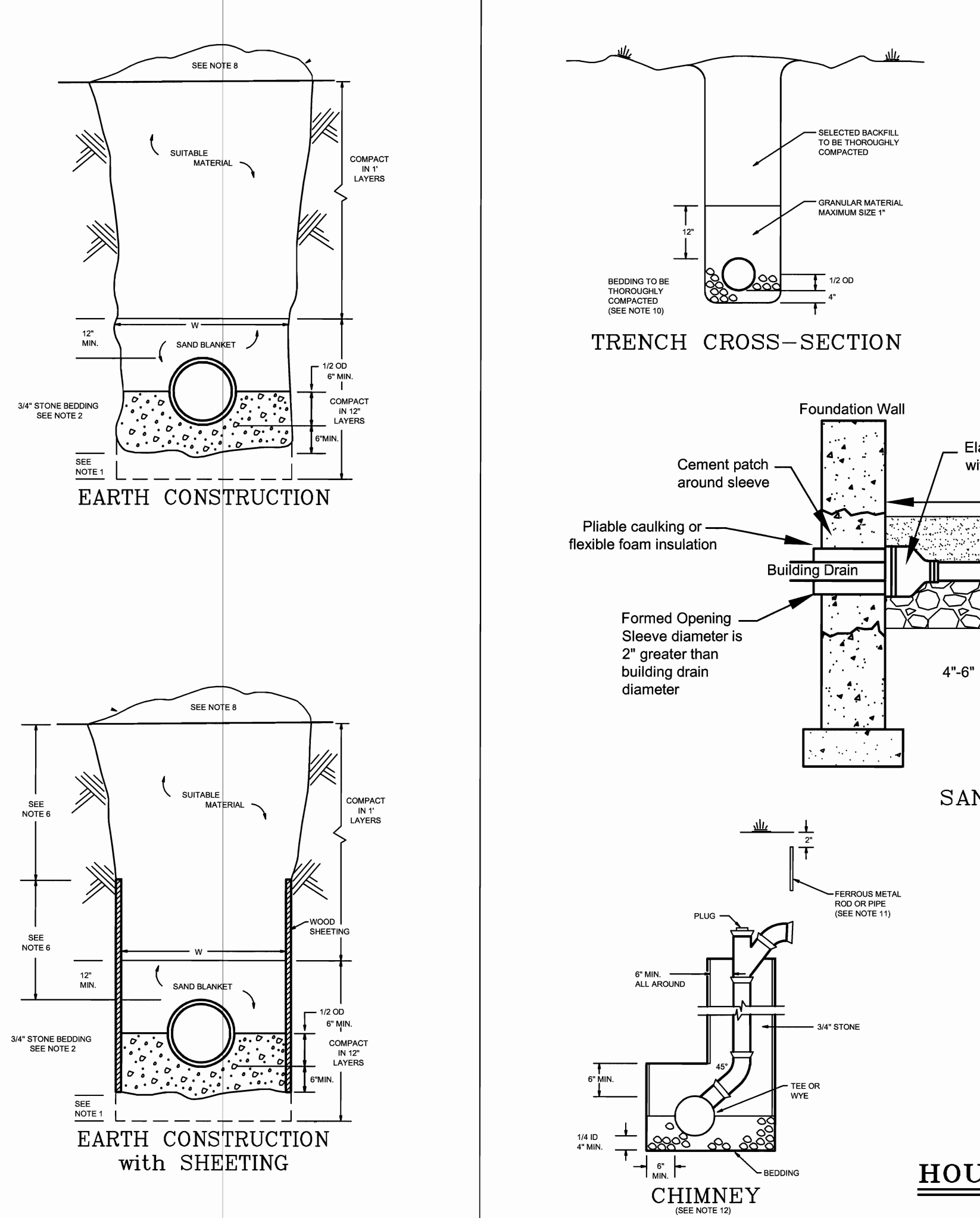
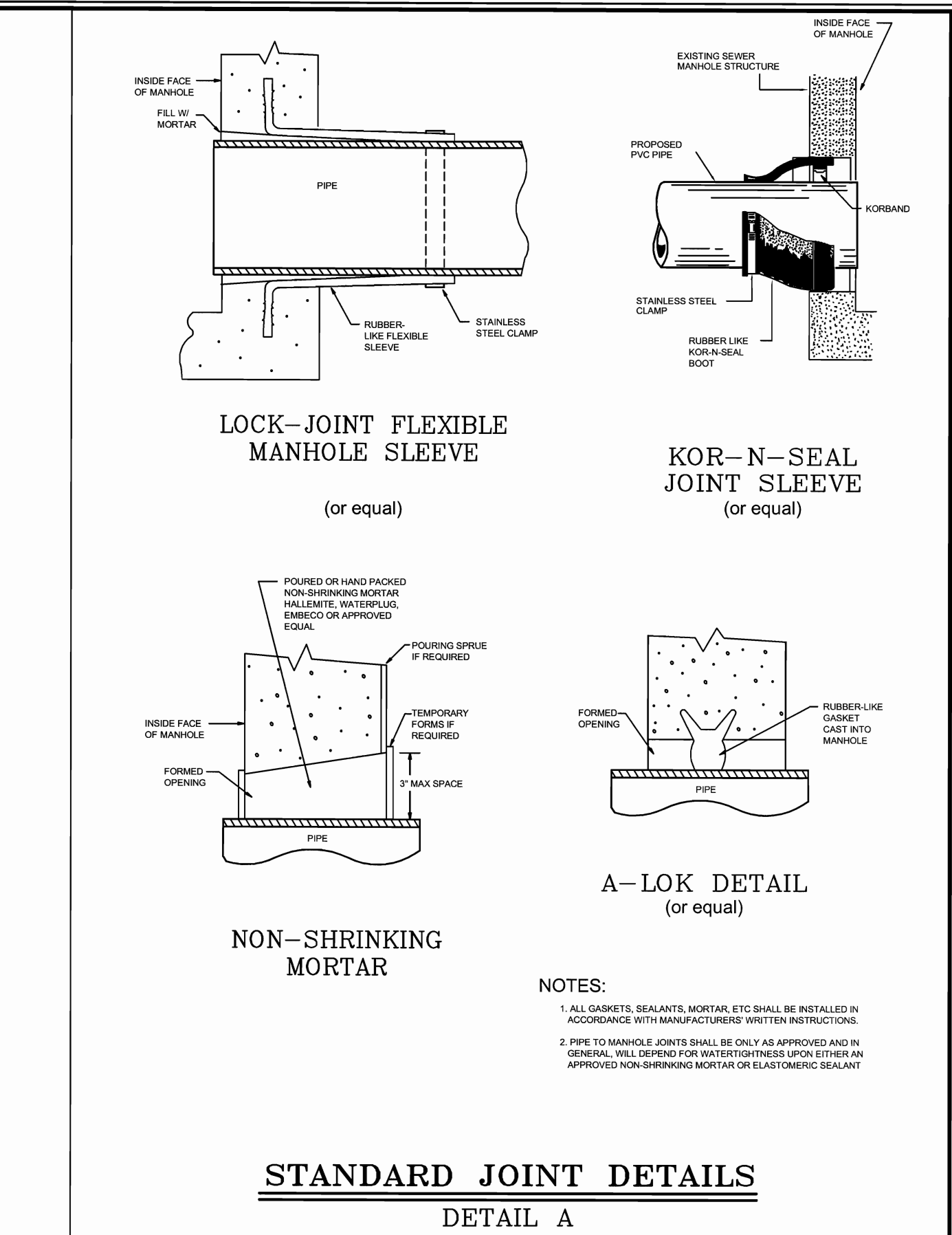
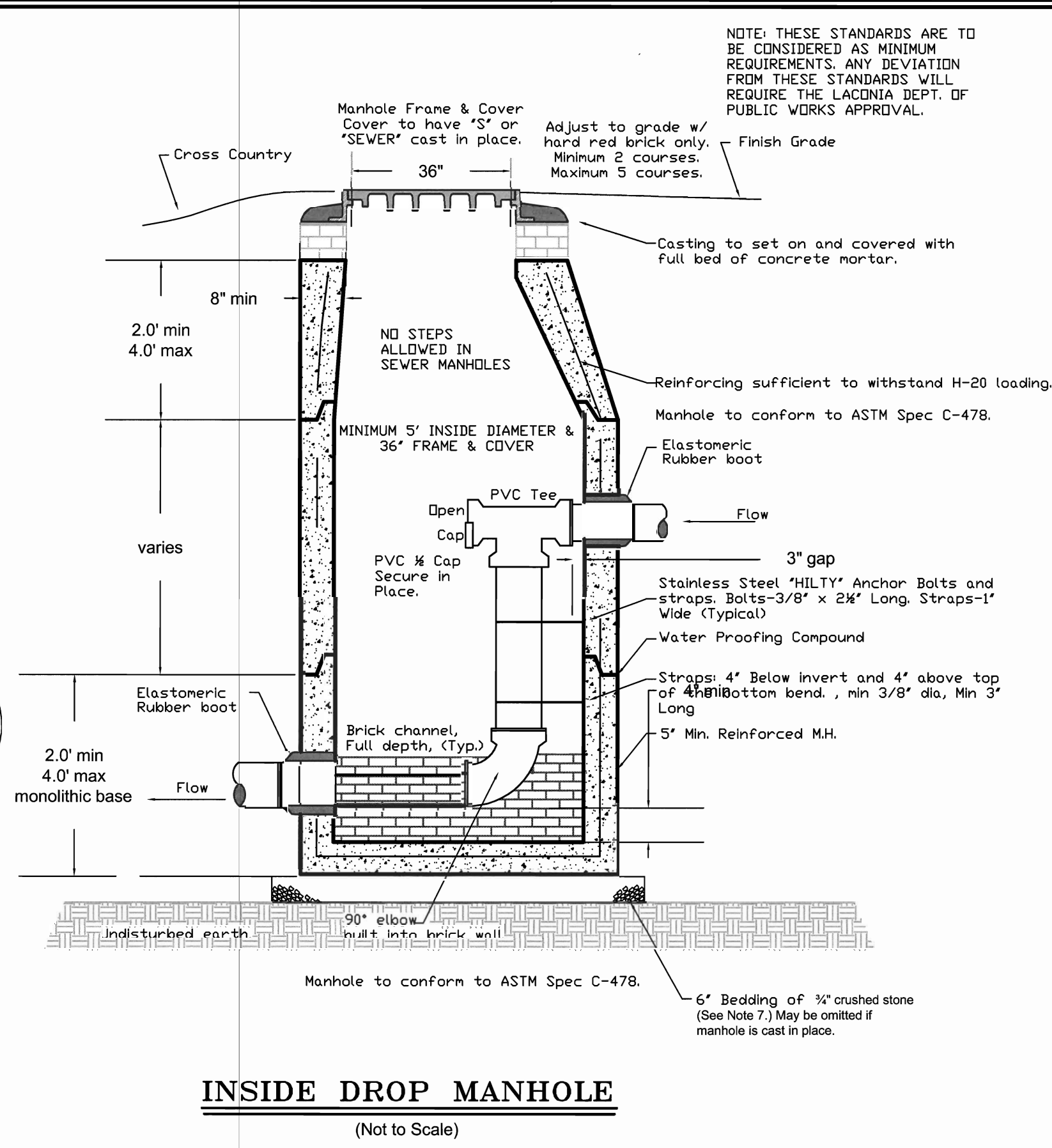
JOB NO.  
13015

SHEET 9

6 LILY POND ROAD, GILFORD, N.H. 03249

PHONE (603) 524-1428  
FAX (603) 524-1431





<b>SEWER STANDARDS</b>	NH RAILROAD ROW to BIG ISLAND in PAUGUS BAY, LAKE WINNIPESAUKEE LACONIA, BELKNAP COUNTY, NEW HAMPSHIRE 03246	<b>SCOTT A. EVERETT</b> for	<b>6 LILY POND ROAD, GILFORD, N.H. 03249</b>
<b>JOB NO.</b> 13015	<b>PHONE (603) 524-1488</b> <b>FAX (603) 524-4731</b>		
<b>SHEET 10</b>	<b>DATE: April 30, 2014</b> <b>SCALE: 1"=20'</b> <b>FIELD BOOK: 380</b> <b>SHEET NO.: 7</b> <b>SDSKPROJ NO.: 93080</b> <b>DWG NO.: 13015 Eng-1.dwg</b> <b>TAB.: Details</b>		
<b>REVISIONS</b>			



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

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**WETLANDS AND NON-SITE SPECIFIC PERMIT 2014-03115**

**Permittee:** NH Big Island Co,  
C/o Scott Everett  
14801 Quorum Dr Ste 300  
Dallas, TX 75254

**Project Location:** Big Island Paugus Bay, Laconia  
Laconia Tax Map/Lot No. 263 / 1/BL 178

**Waterbody:** Paugus Bay

**APPROVAL DATE:** 02/02/2015

**EXPIRATION DATE:** 02/02/2020

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Based upon review of the above referenced application, in accordance with RSA 482-A and RSA 485-A:17, a Wetlands Permit and Non-Site Specific Permit was issued. This permit shall not be considered valid unless signed as specified below.

**PERMIT DESCRIPTION:** Temporarily impact 348 sq. ft. of bank to provide access for the installation of directional boring for utility lines to the island property, Big Island, Lake Winnepesaukee, Laconia.

**THIS APPROVAL IS SUBJECT TO THE FOLLOWING PROJECT SPECIFIC CONDITIONS:**

1. All work shall be in accordance with plans by Steven Smith Associates dated January 07, 2014, as received by the NH Department of Environmental Services (DES) on November 03, 2014.
2. No work shall be conducted from May 15 through August 15, to address the concerns of the Loon Preservation Committee.
3. Area shall be regraded to original contours following completion of work.
4. Impact area to be replanted to pre-existing conditions to represent pre-existing plant species and density following completion of work.
5. Appropriate siltation and erosion controls shall be in place prior to construction, shall be maintained during construction, and remain in place until the area is stabilized. Silt fence(s) must be removed once the area is stabilized.
6. Appropriate turbidity controls shall be installed prior to construction, shall be maintained during construction such that no turbidity escapes the immediate dredge area, and shall remain in place until suspended particles have settled and the water at the work site has returned to normal clarity.



7. All activities shall be in accordance with the Shoreland Water Quality Protection Act, RSA 483-B. The owner is responsible for obtaining any Shoreland Permit that may be required per RSA 483-B, for construction, excavation or fill that will occur within the Protected Shoreland.

**GENERAL CONDITIONS THAT APPLY TO ALL DES WETLANDS PERMITS:**

1. A copy of this permit shall be posted on site during construction in a prominent location visible to inspecting personnel;
2. This permit does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others;
3. The Wetlands Bureau shall be notified upon completion of work;
4. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits, and/or consult with other agencies as may be required (including US EPA, US Army Corps of Engineers, NH Department of Transportation, NH Division of Historical Resources (NH Department of Cultural Resources), NHDES-Alteration of Terrain, etc.);
5. Transfer of this permit to a new owner shall require notification to and approval by DES;
6. This project has been screened for potential impacts to **known** occurrences of rare species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or have received only cursory inventories, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species.
7. Review enclosed sheet for status of the US Army Corps of Engineers' federal wetlands permit.

APPROVED: \_\_\_\_\_

Dale Keirstead

DES Wetlands Bureau

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**BY SIGNING BELOW I HEREBY CERTIFY THAT I HAVE FULLY READ THIS PERMIT AND AGREE TO ABIDE BY ALL PERMIT CONDITIONS.**

\_\_\_\_\_  
OWNER'S SIGNATURE (required)

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE (required)



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



Thomas S. Burack, Commissioner

**WETLANDS AND NON-SITE SPECIFIC PERMIT 2014-03112**

**Permittee:** South Down Beach Club,  
Po Box 1475  
Laconia, NH 03247

**Project Location:** Off Of Crane Drive And Paugus Park Road, Laconia  
Laconia Tax Map/Lot No. 264 / 411-6,7

**Waterbody:** Paugus Bay

**APPROVAL DATE:** 02/02/2015      **EXPIRATION DATE:** 02/02/2020

Based upon review of the above referenced application, in accordance with RSA 482-A and RSA 485-A:17, a Wetlands Permit and Non-Site Specific Permit was issued. This permit shall not be considered valid unless signed as specified below.

**PERMIT DESCRIPTION:** Temporarily impact no more than 200 sq. ft. of bed to install submarine residential utility lines by directional boring to Big Island, Lake Winnepesaukee, Laconia.

**THIS APPROVAL IS SUBJECT TO THE FOLLOWING PROJECT SPECIFIC CONDITIONS:**

1. All work shall be in accordance with plans by Steven Smith dated April 30, 2014, as received by the NH Department of Environmental Services (DES) on January 06, 2015.
2. Area shall be regraded to original contours following completion of work.
3. Appropriate siltation and erosion controls shall be in place prior to construction, shall be maintained during construction, and remain in place until the area is stabilized. Silt fence(s) must be removed once the area is stabilized.
4. Appropriate turbidity controls shall be installed prior to construction, shall be maintained during construction such that no turbidity escapes the immediate dredge area, and shall remain in place until suspended particles have settled and the water at the work site has returned to normal clarity.
5. All activities shall be in accordance with the Shoreland Water Quality Protection Act, RSA 483-B. The owner is responsible for obtaining any Shoreland Permit that may be required per RSA 483-B, for construction, excavation or fill that will occur within the Protected Shoreland.

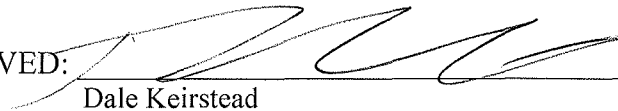
**GENERAL CONDITIONS THAT APPLY TO ALL DES WETLANDS PERMITS:**

1. A copy of this permit shall be posted on site during construction in a prominent location visible to inspecting personnel;



2. This permit does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others;
3. The Wetlands Bureau shall be notified upon completion of work;
4. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits, and/or consult with other agencies as may be required (including US EPA, US Army Corps of Engineers, NH Department of Transportation, NH Division of Historical Resources (NH Department of Cultural Resources), NHDES-Alteration of Terrain, etc.);
5. Transfer of this permit to a new owner shall require notification to and approval by DES;
6. This project has been screened for potential impacts to **known** occurrences of rare species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or have received only cursory inventories, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species.
7. Review enclosed sheet for status of the US Army Corps of Engineers' federal wetlands permit.

APPROVED:



Dale Keirstead

DES Wetlands Bureau

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**BY SIGNING BELOW I HEREBY CERTIFY THAT I HAVE FULLY READ THIS PERMIT AND AGREE TO ABIDE BY ALL PERMIT CONDITIONS.**

\_\_\_\_\_  
OWNER'S SIGNATURE (required)

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE (required)



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

Attachment D 86960.000



SHORELAND IMPACT PERMIT 2014-03117

Permittee: NH Big Island Co.  
c/o Scott Everett  
14801 Quorum Dr. Ste. 300  
Dallas, TX 75254  
Project Location: Big Island Paugas Bay, Laconia  
Laconia Tax Map/Lot No. 263 / 1/BL 178  
Waterbody: Paugas Bay

**NOTE--  
CONDITIONS**

APPROVAL DATE: 01/20/2015

EXPIRATION DATE: 01/20/2020

Based upon review of the above referenced application, in accordance with RSA 483-B, a Shoreland Impact Permit was issued. This permit shall not be considered valid unless signed as specified below.

**PERMIT DESCRIPTION:** Impact 4,000 sq. ft. in order to install and conduct maintenance for utilities.

**THIS APPROVAL IS SUBJECT TO THE FOLLOWING PROJECT SPECIFIC CONDITIONS:**

1. All work shall be in accordance with plans by Steven J. Smith dated July 7, 2014 and received by the NH Department of Environmental Services (DES) on November 5, 2014.
2. No more than 2.5% of the area of the lot within the protected shoreland shall be covered by impervious surfaces unless additional approval is obtained from DES.
3. At least 11,439 sq. ft. of the Natural Woodland Buffer beyond the primary building setback must remain in an unaltered state in order to comply with RSA 483-B:9, V, (b), (2).
4. All activities conducted in association with the completion of this project shall be conducted in a manner that complies with applicable criteria of Administrative Rules Chapter Env-Wq 1400 and RSA 483-B during and after construction.
5. Erosion and siltation control measures shall be installed prior to the start of work, be maintained throughout the project, and remain in place until all disturbed surfaces are stabilized.
6. Erosion and siltation controls shall be appropriate to the size and nature of the project and to the physical characteristics of the site, including slope, soil type, vegetative cover, and proximity to wetlands or surface waters.
7. No person undertaking any activity in the protected shoreland shall cause or contribute to, or allow the activity to cause or contribute to, any violations of the surface water quality standards established in Env-Ws 1700 or successor rules in Env-Wq 1700.
8. Any fill used shall be clean sand, gravel, rock, or other suitable material.

DES Web site: [www.des.nh.gov](http://www.des.nh.gov)

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-3503 • Fax: (603) 271-6588 • TDD Access: Relay NH 1-800-735-2964

9. This permit shall not preclude DES from taking any enforcement or revocation action if DES later determines that any of the structures depicted as "existing" on the plans submitted by the applicant were not previously permitted or grandfathered.

**GENERAL CONDITIONS THAT APPLY TO ALL DES SHORELAND IMPACT PERMITS:**

1. A copy of this permit shall be posted on site during construction in a prominent location visible to inspecting personnel;
2. This permit does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others;
3. The Wetlands Bureau shall be notified upon completion of work;
4. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits, and/or consult with other agencies as may be required (including US EPA, US Army Corps of Engineers, NH Department of Transportation, NH Division of Historical Resources (NH Department of Cultural Resources), NHDES-Alteration of Terrain, etc.);
5. Transfer of this permit to a new owner shall require notification to and approval by the Department;
6. This permit shall not be extended beyond the current expiration date.
7. This project has been screened for potential impacts to known occurrences of rare species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or have received only cursory inventories, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species.

APPROVED: \_\_\_\_\_

Craig W. Day  
DES Wetlands Bureau

**BY SIGNING BELOW I HEREBY CERTIFY THAT I HAVE FULLY READ THIS PERMIT AND AGREE TO ABIDE BY ALL PERMIT CONDITIONS.**

\_\_\_\_\_  
OWNER'S SIGNATURE (required)

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE (required)





The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

Thomas S. Burack, Commissioner



**SHORELAND IMPACT PERMIT 2014-03110**

**NOTE--  
CONDITIONS**

**Permittee:** South Down Beach Club Condominiums  
P.O. Box 1475  
Laconia, NH 03247

**Project Location:** off of Crane Drive and Paugus Park Road, Laconia  
Laconia Tax Map/Lot No. 264 / 411-6, 7

**Waterbody:** Paugus Bay

**APPROVAL DATE:** 11/25/2014

**EXPIRATION DATE:** 11/25/2019

Based upon review of the above referenced application, in accordance with RSA 483-B, a Shoreland Impact Permit was issued. This permit shall not be considered valid unless signed as specified below.

**PERMIT DESCRIPTION:** Impact 7,600 sq. ft. in order to install and conduct maintenance for utilities.

**THIS APPROVAL IS SUBJECT TO THE FOLLOWING PROJECT SPECIFIC CONDITIONS:**

1. All work shall be in accordance with plans by Steven J. Smith Associates, Inc. dated July 14, 2014 and received by the NH Department of Environmental Services (DES) on November 3, 2014.
2. All impacts within wetlands, surface waters and their banks shall require a Wetland Permit under RSA 482-A.
3. All activities conducted in association with the completion of this project shall be conducted in a manner that complies with applicable criteria of Administrative Rules Chapter Env-Wq 1400 and RSA 483-B during and after construction.
4. Erosion and siltation control measures shall be installed prior to the start of work, be maintained throughout the project, and remain in place until all disturbed surfaces are stabilized.
5. Erosion and siltation controls shall be appropriate to the size and nature of the project and to the physical characteristics of the site, including slope, soil type, vegetative cover, and proximity to wetlands or surface waters.
6. No person undertaking any activity in the protected shoreland shall cause or contribute to, or allow the activity to cause or contribute to, any violations of the surface water quality standards established in Env-Ws 1700 or successor rules in Env-Wq 1700.
7. Any fill used shall be clean sand, gravel, rock, or other suitable material.
8. This permit shall not preclude DES from taking any enforcement or revocation action if DES later determines that any of the structures depicted as "existing" on the plans submitted by the applicant were not previously permitted or grandfathered.

DES Web site: [www.des.nh.gov](http://www.des.nh.gov)

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-3503 • Fax: (603) 271-6588 • TDD Access: Relay NH 1-800-735-2964

2014-03110

Page 2 of 2

Conditions Cont'd

**GENERAL CONDITIONS THAT APPLY TO ALL DES SHORELAND IMPACT PERMITS:**

1. A copy of this permit shall be posted on site during construction in a prominent location visible to inspecting personnel;
2. This permit does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others;
3. The Wetlands Bureau shall be notified upon completion of work;
4. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits, and/or consult with other agencies as may be required (including US EPA, US Army Corps of Engineers, NH Department of Transportation, NH Division of Historical Resources (NH Department of Cultural Resources), NHDES-Alteration of Terrain, etc.);
5. Transfer of this permit to a new owner shall require notification to and approval by the Department;
6. This permit shall not be extended beyond the current expiration date.
7. This project has been screened for potential impacts to known occurrences of rare species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or have received only cursory inventories, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species.

APPROVED: \_\_\_\_\_

  
Craig W. Day  
DES Wetlands Bureau

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**BY SIGNING BELOW I HEREBY CERTIFY THAT I HAVE FULLY READ THIS PERMIT AND AGREE TO ABIDE BY ALL PERMIT CONDITIONS.**

\_\_\_\_\_  
OWNER'S SIGNATURE (required)

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE (required)



## **CROSSING AGREEMENT**

Agreement made between the State of New Hampshire, by and through the New Hampshire Department of Transportation, Bureau of Rail and Transit, PO Box 483, Concord, NH, hereinafter referred to as the State, and the NH-Big Island Co., 14801 Quorum Drive, Suite 300, Dallas, TX 75254, hereinafter referred to as the Permittee.

WHEREAS, the State is the owner of a railroad corridor in the City of Laconia, County of Belknap, State of New Hampshire. The State-owned Railroad Corridor is leased to the Plymouth & Lincoln (Railroad Operator).

WHEREAS, the Permittee is desirous of obtaining permission to cross a portion of the State-owned Concord to Lincoln railroad corridor to: construct, use, and maintain water, sewer, and electrical utilities within the right-of-way near approximate Valuation Station 1612+80, Map 21/67, hereinafter referred to as the facility, as per the approved "Construction Plans, Sewer, Water, Electric & Cable Utilities, From the State of NH Railroad ROW on the West Side of Paugus Bay to Big Island, Laconia, Belknap County, New Hampshire 03246 for Scott A. Everett", dated April 30, 2014 and revised to July 7, 2014 prepared by Steven J. Smith & Associates, Inc. (Exhibit A) and hereby incorporated in the Agreement.

NOW THEREFORE, subject to and conditioned upon the performance by the Permittee of all the covenants set forth below, the State grants to the Permittee, permission to construct, use, maintain, repair, and reconstruct said facility on the above-described portion of said railroad corridor.

### 1. Construction and Maintenance

1.1 The Permittee agrees that all work on construction, maintenance, repair, and reconstruction of said facility shall be performed at a time and under conditions acceptable to State, and shall at no time interfere with the operation of the railroad by the State, its lessees or assigns. The Permittee's contractor must obtain a Temporary Use Agreement from the Bureau of Rail and Transit and pay the \$400 fee prior to beginning any work for the project.

1.2 The Permittee 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 NHDOT Railroad Property. The new utility installation will be constructed as indicated in the Prosecution of Work on NHDOT Railroad Property, dated March 4, 2014 (Exhibit B). Such responsibility shall include but not be limited to the cost of all on-site inspectors or other representatives of the State to inspect the materials and to monitor construction and a railroad flagman, if such individuals are necessary in the sole judgment of the State. Any deficiencies in materials, methods of construction or workmanship shall be promptly corrected to the mutual satisfaction of the Permittee and the State. The Permittee is solely responsible for the presence of its equipment along the State-owned railroad corridor.

1.3 The Permittee will assume the cost of temporary removal, restoration and adjustment of the facility in the event track repairs or additional track installations require such modifications.

1.4 The Permittee shall retain the Railroad Operator responsible for maintenance of the track adjacent to the facility, or, if not available, a contractor approved by the State, to perform all railroad related trackwork (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.

1.5 Any damage to the State-owned railroad corridor contained herein which, as determined by the State, is caused by, results from or arises out of the installation, maintenance or presence of the Permittee's facilities shall be repaired by the State. The Permittee shall fully compensate the State for all costs associated with the repair of any such damage.

1.6 The Permittee shall coordinate any and all work within the State-owned railroad corridor with the Plymouth & Lincoln Railroad, and State by contacting Railroad Operator personnel at (603) 745-2135 and State personnel at (603) 271-3465 respectively and giving them a minimum of 48 hours 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 Permittee cannot enter onto the State owned Railroad Corridor at any time without first obtaining authorization from the State and the Railroad Operator.

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

1.8 The Permittee shall submit its written maintenance policies and procedures to be used for the inspection, repair and maintenance of said facility to the State for review and approval. Such policies and procedures shall be approved by the State prior to initial operation of the constructed facility.

1.9 The Permittee shall submit any proposed alterations to the plans described in writing to the State for review and approval before implementing those policies.

## 2. Indemnification and Insurance

2.1 The Permittee acknowledges that the Facility is being requested for the Permittee's advantage and does not involve the Railroad Operator or State's performance of their duties to the public. The Permittee further acknowledges that the installation and use of the Facility by the Permittee will expose the State and the Railroad Operator to additional liability to which they would not otherwise be exposed. Accordingly, the Permittee agrees that neither the State nor the Railroad Operator shall be liable for injury or death of the Permittee or agent of Permittee, or for loss or destruction of or damage to any property of the Permittee or any agent of the Permittee while upon, or about, or in the use of the Facility pursuant to the terms of this Agreement, except for injuries death, loss, damage, or destruction that are a result of the negligence or willful misconduct of the State or Railroad Operator. The Permittee and its employees, contractors and agents agree to defend, indemnify, and hold harmless the State, its officers, agents and employees, from and against any and all losses suffered by the State, its successors and assigns, officers, agents, employees and Railroad Operator, from any and all claims, liabilities or penalties asserted against the State, 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 Permittee or from the use, maintenance, installation, removal or existence of this Facility, pursuant to this Agreement, except for losses, claims, liabilities, or penalties that are



a result of the negligence or willful misconduct of the State or the Railroad Operator. 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 the State or Railroad Operator may or shall be liable, and which are not the result of the negligence or willful misconduct of the State or Railroad Operator. For the purpose of this Agreement, all officers, directors, and member of Permittee and all of their designees, invitees, and agents using the Facility shall be deemed agents of the Permittee. This covenant shall survive the termination of this Agreement. In addition the Permittee shall pay the premiums on a policy or policies of insurance effective during construction of the Facility, covering the following, and designating the State of New Hampshire and the Plymouth & Lincoln Railroad as additional named insureds, as follows.

2.1.1 Commercial General Liability:  
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

2.1.2 Comprehensive Automobile Liability:  
\$500,000.00 combined single limit

2.2 The Permittee shall maintain Worker's Compensation Insurance or Pooled Risk Management Coverage in the amount as required by current State Statute.

2.3 The Permittee agrees to obtain and keep in force, after construction, for the life of the facility, a policy or policies of insurance covering said facility, providing Comprehensive General Liability or Comprehensive Personal Liability with a minimum \$1,000,000.00 per occurrence limit covering bodily injury and property damage.

2.4 Procurement and delivery of a certificate indicating such insurance acceptable to the State is a condition precedent to the effectiveness of this Agreement. The Permittee shall provide to the State a certificate of insurance demonstrating that the required coverage has been obtained and containing the following wording. "The State of New Hampshire 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 Crossing Agreement between the State and the Named Insured." Nothing contained herein shall be construed as a waiver of sovereign immunity.

2.5 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.

### 3. Bonding

3.1 A performance bond or a bank's irrevocable letter of credit in the amount of two thousand five hundred (\$2,500.00) dollars subject to all of the above covenants, identified in Paragraphs 1 and 2, shall be posted and maintained with the State of New Hampshire Department of Transportation, Bureau of Rail and Transit, for the period of one (1) year after the completion and acceptance of the facility by the State.

### 4. Taxes

4.1 Where applicable, in accordance with RSA 72:23, I(b), this Agreement is made between parties subject to the condition that the Permittee shall pay all

properly assessed current and potential real and personal property taxes. Failure of the Permittee to pay the duly assessed real and personal property taxes when due shall be cause to terminate this Agreement by the State. In accordance with the requirements of RSA 72:23,I(b), the Permittee shall be obligated to pay any taxes which may be assessed on structures or improvements added. See New England Telephone And Telegraph Company v. City of Rochester, 740 A.2d 135 (N.H. 1999); Opinion of the Justices (Municipal Tax Exemptions For Electric Utility Personal Property), 746 A.2d 981 (N.H. 1999); Opinion of the Justices (Property Taxation of Telephone Poles), 142 N.H. 102 (1997); New England Telephone And Telegraph Company v. City of Franklin, 141 N.H. 449 (1996).

5. Fees and Term

5.1 In consideration of this Agreement, the Permittee shall pay to the State an initial preparation fee of three hundred fifty (\$350) dollars, then one hundred fifty (\$150) dollars administrative fee per annum, (\$50 each for the water, sewer and electric crossings), beginning on the date of the Office of Attorney General approval below, and due annually on the anniversary of said date thereafter for a period of ten (10) years.

5.2 This Agreement may be renewed, subject to the approval by the State, for additional ten (10) year periods unless at least one (1) year prior to the expiration of the then current term, the Permittee shall give notice that it wishes to terminate this Agreement, in which case, this Agreement shall terminate at the end of said term and the Permittee shall remove their facility from the State-owned Railroad Corridor.

6. Default and Removal

6.1 Failure of the Permittee to perform any of the above specified covenants shall authorize the State to take up and remove said facility after fourteen (14) calendar days written notice to Permittee.

6.2 The State may revoke this Agreement for any reason at any time upon thirty (30) calendar days written notice to the Permittee, without compensation to the Permittee.

6.3 In the event of the Permittee's breach of any of the provisions of the Agreement, the State shall be compensated for its damages, including all consequential damages which arise out of the breach, and attorneys' fees and costs incurred in connection with undertaking such an action.

7. Non-Assignment and Amendment

7.1 This Agreement may not be assigned or transferred. Until terminated, this Agreement shall inure to the sole benefit of and be binding upon the parties hereto.

7.2 This Agreement may be amended only by an instrument in writing, signed by the parties hereto, and only after approval of such amendment by the State.



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

PERMITTEE

By: \_\_\_\_\_

Date: 12/05/14

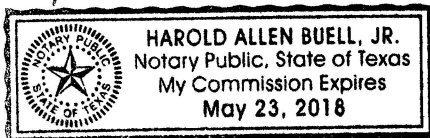
SCOTT EVERETT, PRESIDENT  
Print Name and Title

STATE OF TEXAS  
COUNTY OF DALLAS

On, 12/05/14, before the undersigned officer personally appeared SCOTT EVERETT known to me (or satisfactorily proven) to be the President 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.

12/05/14  
Date



\_\_\_\_\_  
Notary Public

STATE

By: Michelle Winters  
Michelle Winters, Administrator  
Bureau of Rail & Transit  
For Patrick Herlihy, Director  
Division of Aeronautics, Rail & Transit

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on January 16, 2015.

OFFICE OF THE ATTORNEY GENERAL  
By: [Signature]  
Attorney

March 4, 2014

## **PROSECUTION OF WORK ON NH DOT RAILROAD PROPERTY**

### **DESCRIPTION OF WORK**

The work on this project entails the construction of buried water, sewer and electric utilities under and near the railroad tracks in Laconia, New Hampshire, and their future maintenance, repair or replacement when required. Water and electric services under the tracks must be installed in steel sleeves. The sleeve installation work will be completed by jacking or boring the sleeves under the railroad tracks. No open cut excavation work will be allowed for the installation of the water and electrical sleeves.

This Prosecution of Work will also be an attachment to the Temporary Use Agreement that the Contractor for this project must obtain from the Bureau of Rail & Transit prior to accessing or performing any work on the State Railroad Corridor. This Prosecution of Work also covers the temporary crossing needed for the Contractor to get to both sides of the railroad tracks.

### **RAILROAD OWNER AND OPERATOR**

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

State of New Hampshire Department of Transportation (Railroad Owner)

Mr. Brian Lombard, PE

Bureau of Rail & Transit

PO Box 483

Concord, New Hampshire 03302

Tel. (603) 271-2468

Plymouth & Lincoln Railroad (Railroad Operator)

Mr. Benjamin Clark, President

PO Box 9

Lincoln, New Hampshire 03251

Tel. (603) 745-2135

### **RAILROAD COORDINATION**

This project is located on an active railroad line that has both scheduled and unscheduled train traffic daily. All work performed within the railroad corridor shall be coordinated with and inspected by NH DOT Bureau of Rail & Transit inspectors and performed under the train operation control of the Railroad Operator's on site flagman. Railroad flag protection will be required for this Project. Railroad inspectors and flagman will be onsite during the time the underground utilities are constructed. The Railroad Operator will handle all train traffic coordination while the utilities are constructed.

## **RIGHT-OF-WAY AND PROTECTION OF PROPERTY**

The Big Island Company shall not modify the Railroad property in any way other than described in this Agreement without the written permission of the Railroad Owner. The 48" Sewer Interceptor in the project area is under the control of the following Agency. The Big Island Company must review this project with the Agency and provide a letter to the Bureau of Rail & Transit from them with any conditions or requirements they have for work over their sewer interceptor.

Sharon A. McMillin, PhD  
Administrator  
NHDES-Winnepesaukee River Basin Program  
528 River Street  
Franklin, NH 03235  
603-934-4032

## **CONSTRUCTION REQUIREMENTS**

The construction of the utility sleeves under the railroad tracks shall be performed by a qualified boring contractor that has previous experience boring under railroad tracks. The Big Island Company will be required to pay the cost of the NH DOT's inspector and the Railroad Operator's flagman to be on site while work within the railroad corridor is being performed.

Specifically, the following shall apply:


1. A representative of the NH Bureau of Rail & Transit will meet with The Big Island Company or their representative on site to determine the exact location and elevations of any existing underground utilities, drainage and the sewer interceptor so the elevation of the electric and water conduits can be determined.
2. The Big Island Company shall provide a Plan to the Bureau of Rail & Transit with details of the underground utility construction showing locations and elevations. No work shall begin on the project before the Plan submitted by The Big Island Company is reviewed and approved by the Bureau of Rail & Transit.
3. The Contractor shall be responsible for contacting Dig Safe (1-888-344-7233) prior to beginning any excavation work under or near the railroad tracks.
4. The Big Island Company must sign a Service Agreement and make a \$2,500 deposit with the Operating Railroad for their flagman services before any construction work can be started. If the final cost of the flagman's services is less than \$2,500, then the Operating Railroad will refund the unused funds with a full accounting of all the costs. If the cost exceeds \$2,500, then the Operating Railroad will prepare a bill along with an accounting of how the \$2,500 was spent. If the bill is not paid in a timely manner, the State will deduct the amount due from the Contractor's Performance Bond.
5. If the Contractor must cross from one side of the tracks to the other with construction equipment, they will need to construct a temporary planked construction crossing at a location acceptable to the Bureau. This temporary crossing must be located and constructed before construction begins, and is the only location where construction equipment may cross the tracks.



6. A minimum of five (5) days prior to beginning any work on the Project, The Big Island Company or their agent shall notify the Railroad Owner (271-3465) and the Railroad Operator (745-2135) of their proposed schedule of work within the railroad corridor.
7. The Contractor shall furnish, install and maintain all necessary siltation and erosion control measures.
8. Furnish and install two (2) steel conduits (minimum 30 ft long and ¼" wall thickness) for the water and electric lines. The jacking and receiving pits for the boring work shall be located outside of the NH DOT Railroad property.
9. The conduits shall be installed a minimum of six (6) feet below the top of the railroad rail.
10. Upon completion of the boring operation and installation of the underground utilities, the pits at the ends of the conduits shall be backfilled and thoroughly compacted, and restored to their preconstruction condition.
11. **At no time** shall any of the Contractor's equipment cross the tracks other than at the approved temporary construction crossing.
12. The Contractor shall be responsible for all costs to repair damage to the railroad tracks, ties, ballast or railroad property caused by their work.

Logged  
1/20/15  
(46)

**STATE OF NEW HAMPSHIRE**  
**INTER-DEPARTMENT COMMUNICATION**

  
**From:** Louis A. Barker  
Railroad Planner  
**Date:** January 15, 2015

**Subject:** State-owned Concord - Lincoln Railroad Corridor, Laconia  
Crossing Agreement – NH-Big Island Co.

**To:** Matthew T. Broadhead  
Attorney, Attorney General Office  
Transportation & Construction Bureau  
Office of the Attorney General  
33 Capitol Street  
Concord, NH 03301

Attached are two (2) copies of the Crossing Agreement and backup materials for an underground utility installation within the railroad corridor between the State and NH-Big Island Co. on the State-owned Concord-Lincoln Railroad corridor in the City of Laconia.

Included are:

- ☒ Two copies of agreement with prosecution of work
- ☒ Certificate of Vote
- ☒ Certificate of Good Standing
- ☒ Certificate of Liability Insurance
- ☐ Bond
- ☒ Certificate of Registration of NH-Big Island Co. A Foreign Nonprofit Corporation

Please review and if acceptable, please sign each copy and return all copies and necessary backup materials to me.

If you have any questions, please do not hesitate to contact me.

Attachments (6)

STATE OF NH  
DEPT OF JUSTICE  
2015 JAN 15 PM 3:04



**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT is entered into this 30 day of October, 2014, by and between **SOUTH DOWN BEACH CLUB CONDOMINIUM ASSOCIATION**, a not-for-profit Condominium Association, with a principal place of business at 1 Davidson Drive, Laconia, New Hampshire, 03246 ("Beach Club"), and **NH - BIG ISLAND CO.**, a corporation, with a place of business at 14801 Quorum Drive, Suite 300, Dallas, Texas, 75254 ("Big Island"), and **THE LAW FIRM OF WESCOTT LAW, P.A.**, a New Hampshire professional association, with a principal place of business at 28 Bowman Street, Laconia, NH 03246 ("Escrow Agent");

**WITNESSETH**

**WHEREAS**, Beach Club and Big Island have entered into an Agreement which will permit Big Island to extend utility services from the Beach Club property to Big Island; and

**WHEREAS**, the Easement Deed and the consideration to be paid for the Easement Deed resulting from the parties' agreement are intended to be held in escrow by the Escrow Agent;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows

1. **Escrow Account.** Big Island shall wire the sum of Thirty Thousand Dollars (\$30,000.00), which shall be held in the Trust Account of the Escrow Agent.
2. Beach Club shall execute and deliver to Escrow Agent the executed Easement Deed (a copy of which is appended hereto as Exhibit A) to be held by the Escrow Agent in accordance with this Agreement. The Easement Deed shall be ratified by appropriate vote of the Beach Club Condominium Association.

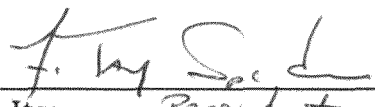


3. **Escrow Agent.** The Wescott Law Firm, shall act as the Escrow Agent and shall hold the escrow funds in its Trust Account, and shall also be the custodian of the executed Easement Deed.
4. **Disbursement of Escrow Funds.** The Escrow Agent shall disburse the escrow funds to the Beach Club, and shall release the escrow deed for recording upon receipt from the Beach Club and Big Island of written notice authorizing the disbursement of the funds and the release of the Easement Deed.
5. **Contingencies.** The release of the escrow funds and the recording of the Easement Deed shall be contingent upon Big Island obtaining all necessary federal, state and local permits to extend the utilities (including water, sewer, electricity and cable) from South Down Beach Club to Big Island by means of an underwater, drilled conduit. Where necessary, Beach Club authorizes Big Island and its agents to file applications with federal, state and local authorities in order to obtain the necessary approvals. Big Island will work diligently to file for the necessary permits.
6. **Actions of Escrow Agent.** The Escrow Agent shall not be responsible for any act or failure to act on its part, except in the case of its own bad faith or gross negligence, and, in the event that the Escrow Agent is uncertain as to its proper action hereunder, it may refrain from taking any action until satisfied in Escrow Agent's own sole discretion. Beach Club and Big Island agree to indemnify and save the Escrow Agent harmless from any claims, liabilities, judgments, attorney's fees or other costs or expenses that may be incurred by reason of the performance of the Escrow Agent hereunder; provided, nevertheless, that nothing contained herein shall be deemed to indemnify or save harmless the Escrow Agent with respect to losses incurred as a result of any breach by the Escrow Agent of its obligations hereunder, resulting from the Escrow Agent's bad faith or gross negligence.
7. **Interpleader.** In the event that a controversy arises between the parties as to the disposition of the Escrow Account, the Escrow Agent may pay the Escrow Account into the Belknap County Superior Court in an action of interpleader and provide each party with notice thereof, and thereupon, the Escrow Agent shall be discharged of its obligations as recited herein. Both parties agree that the Escrow Agent may deduct the cost of bringing such interpleader action from the Association's portion of the Escrow Account prior to filing the same with the Court. The Escrow Agent shall retain custody of the signed Easement Deed pending an order of the Superior Court.

8. **Arbitration.** The parties may agree to submit to arbitration any dispute or controversy arising under this Agreement for determination and settlement by arbitration under the rules of the American Arbitration Association. Upon the request of either party, the arbitrator shall, as part of its award, make specific findings of fact and rulings of law. The parties agree that the arbitration award shall be a final and binding judgment and the award may be entered in any court of competent jurisdiction pursuant to New Hampshire RSA 542.
9. **General Stipulations.**
- A. This Agreement is to be construed in accordance with the laws of the State of New Hampshire.
- B. This Agreement embodies the entire agreement and understandings between the parties and there are no other arrangements, representations, warranties or understandings between them with respect to the subject matter of the Agreement, and no modification of this Agreement shall be valid unless in writing, executed by the parties to this Agreement.
- C. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.


This Escrow Agreement is signed on the day and year first written above.

**SOUTH DOWN BEACH CLUB  
CONDOMINIUM ASSOCIATION**

By:   
Its: President  
Duly Authorized



NH - BIG ISLAND CO.

By:   
Its: Tim James  
Duly Authorized

ESCROW AGENT:  
WESCOTT LAW, P.A.

By: \_\_\_\_\_  
Rodney N. Dyer,  
Duly Authorized



**EASEMENT DEED**

**SOUTH DOWN BEACH CLUB CONDOMINIUM ASSOCIATION**, a not for profit Condominium Association, with a principal place of business at 1 Davidson Drive, Laconia, County of Belknap, State of New Hampshire, 03246, for consideration paid, grants to **NH - BIG ISLAND CO.**, a corporation, with a place of business at 14801 Quorum Drive, Suite 300, Dallas, County of Dallas, State of Texas, 75254, its successors and assigns, with **WARRANTY COVENANTS**, the non-exclusive right and easement to install, maintain, repair, rebuild, replace, operate and remove underground water and sewer lines running from the sources to the shore of Paugus Bay of Lake Winnepesaukee, more particularly described as follows:

An underground water line commencing at the existing water line within South Down Beach Club Condominium; thence running easterly underneath the State of New Hampshire Railroad Right-of-Way to a shed housing a water meter, backflow valve and associated appurtenances; thence continuing easterly to the high water mark of Paugus Bay of Lake Winnepesaukee, or as more particularly shown on Construction Plans, Sewer, Water, Electric & Cable Utilities for Scott A. Everett prepared by Steven J. Smith & Associates, Inc., dated April 30, 2014, and revised to July 7, 2014, to be recorded at the Belknap County Registry of Deeds.

In addition, this Easement shall include an underground sewer line to be tied to the municipal gravity sewer line as depicted on the aforesaid Site Plan, and running to the shore of Paugus Bay of Lake Winnepesaukee. The underground water and sewer lines constitute an expansion of an existing easement as more particularly described below.



The purpose of this Easement is to permit the extension of utility services from the premises of the South Down Beach Club Condominium to Big Island. The utility services shall include, without limitation, water, sewer, electric and cable connections into a HDPE Sleeve, extending existing utility connections through the premises of South Down Beach Club, and thence to Big Island.

South Down Beach Club Condominium Association is the successor in interest to NAK Associates, the original Declarant of the South Down Beach Club Condominium.

The Grantor reaffirms the easement of NAK Associates to George Gordon Steady and his successors and assigns as set forth in Easement Deed dated October 21, 1986, recorded at the Belknap County Registry of Deeds in Book 972, Page 135, and acknowledges that this current Easement Deed expands the original grant. The original grant permits the installation and maintenance of electrical and telecommunication lines through the South Down Beach Club Condominium premises, extending to the shore of Paugus Bay, and is now intended to be bundled with the utility services described in this Easement Deed.

Together with the right to excavate, trench and backfill by men and/or machines and temporarily to place excavated earth and other materials on the aforesaid easement premises; provided, however, that the land must be restored by the easement holder to the reasonable satisfaction of the Grantor and as near as possible to the condition in which it existed immediately prior to such excavation, trenching and backfilling, including replacement of any pavement, landscaping or shrubbery with pavement, landscaping or shrubbery of like kind and quality, if necessary, together with the right to pass and repass by foot, vehicle or machine over said easement premises for any of the above purposes.

Grantee shall coordinate with Grantor all work on Grantor's property in order to ensure minimal interference to the Grantor's use of Grantor's property within the easement area. Grantor shall be deemed to mean the Association, its members, families and invitees.

The Grantee shall hold the Grantor harmless from all liability pertaining to the repair, replacement, maintenance, installation and use of the aforesaid easements.

Dated this 30 day of October, 2014.

**SOUTH DOWN BEACH CLUB CONDOMINIUM ASSOCIATION**

By: F. Jay Sargent  
Its: President  
Duly Authorized



STATE OF NEW HAMPSHIRE, COUNTY OF BELKNAP

This instrument was acknowledged before me on this 30<sup>th</sup> day of October, 2014, by Ray Spodaro as he/she is the President of **SOUTH DOWN BEACH CLUB CONDOMINIUM ASSOCIATION.**

(Seal, if any)



Christina V. Lupoli  
(Signature of notarial officer)  
Notary Public/Justice of the Peace  
My commission expires: 5/15/2018