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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

Bureau of Rail & Transit
August 27, 2018

REQUESTED ACTION

Pursuant to RSA 4:29, authorize the Department of Transportation to accept the gift of a parcel(s) of land in Salem, NH from Demoulas Super Markets, Inc., Black Brook Realty Tuscan Village North, LLC, Tuscan Village Residential Holdings, LLC, and Dilorenzo Lafayette Ledgewood Real Estate, LLC (Grantors) for railroad or other transportation use, effective upon Governor and Council approval.

EXPLANATION

On November 15, 2016, the Department entered into a Railroad Crossing Agreement with OMJ Realty to allow the installation of a driveway crossing in Salem, NH to facilitate the early phases of the Tuscan Village Development. The development's anticipated traffic necessitated highway improvements (widening) which in turn, impacted the width and alignment of the state-owned Manchester & Lawrence Railroad Corridor. In accordance with Federal Highway Administration guidance and NH RSA 228:60-a, the Department required that sufficient state-owned railroad corridor width be available to allow for the future restoration of rail service, a condition was included in the OMJ Realty Crossing Agreement requiring "that within two years of the date that this Agreement is endorsed by all signatories, that they (OMJ Realty) will obtain and deliver necessary approvals to convey to the State an unencumbered 13 foot wide permanent Railroad and Transportation easement..."

Subsequent appraisals of the two parcels, to be essentially swapped to accommodate the Tuscan Village project, were conducted and it was determined that the value of the privately-owned parcel exceeded that of the state-owned parcel. As such, the request before you is to accept this higher-valued property as a gift in order for the condition of the 11/15/16 Crossing Agreement to be met (allowing the existing driveway to remain open) and provide sufficient property and/or rights for the State to maintain a contiguous railroad corridor for transportation purposes including, but not limited to, accommodating safe railroad operation in the event rail service is restored in the corridor.

RSA 4:29 allows the Governor, with the advice and consent of the Executive Council, to acquire real estate within the State, on behalf of the State, either by purchase or otherwise, as hereinafter provided, which the Governor deems necessary for any military purpose, for public parks, public buildings, or for any other public improvement purposes and to accept deeds thereof in the name of the State.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

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, OMJ Realty, LLC 63 Main Street, Salem, NH, hereinafter referred to as the Permittee.

WHEREAS, the State is the owner of a railroad corridor in the Town of Salem, County of Rockingham, State of New Hampshire. The railroad tracks have been removed in this location and the State-owned Railroad Corridor is now managed for recreational purposes by the Town of Salem (Department of Parks and Recreation) under a Cooperative Agreement with the NH Department of Transportation.

WHEREAS, the Permittee is desirous of obtaining permission to cross a portion of the State-owned Manchester & Lawrence railroad corridor (the "Corridor") to: construct, use, maintain, and reconstruct a private vehicular crossing (the "Facility") within the right-of-way near approximate Valuation Station 1712+10 +/-, Map V10/3 hereinafter referred to as the facility, as per the approved plan titled "Driveway Improvement Plans, Offsite Improvements for Salem Ford, Map 98 Lot 12507, 60 South Broadway – Route 28, Salem, New, Hampshire" dated January 8, 2016 (revised October 3, 2016) and prepared by MHF Design Consultants, Inc. (Exhibit A) are 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 the State, and shall at no time interfere with the operation of the railroad by the State, its lessees or assigns.

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 as indicated in the Prosecution of Work on NHDOT Railroad Property, dated July 20, 2016 (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, 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 Corridor.

1.3 The Permittee's Contractor selected to construct this Facility must obtain a Temporary Use Agreement from the Bureau at a cost of \$400, and must provide evidence of required insurance coverage as specified in Section 2 prior to beginning any work on this project.

1.4 The Permittee will work with the State for the temporary removal, restoration, adjustment or relocation of the Facility in the event that it is required by the State for the reestablishment of rail traffic or any other reason in the State's interest.

1.5 In the event that the restoration of rail service on the railroad corridor warrants an at-grade vehicular crossing with active protection, including but not limited to lights and gates, as may be required by law as enacted or modified from time to time, the Permittee under this Agreement will be responsible for all costs of construction and maintenance of the at-grade vehicular crossing with active protection.

1.6 In the event of the restoration of rail service on the railroad corridor the commissioner determines, in his or her sole and exclusive discretion, that safe railroad operation will not permit the presence of a grade crossing, the State may order that the crossing be removed or separated by an overpass or underpass. The Permittee under this Agreement will be responsible for all costs of engineering, design, construction and

maintenance of the at-grade vehicular crossing with active protection, or its removal or separation if ordered by the State. Failure to remove or upgrade the crossing will result in the physical closure of the crossing

1.7 WHEREAS the Permittee hereby represents and warrants that, within two years of the date that this Agreement is endorsed by all signatories, that they will obtain and deliver necessary approvals to convey to the State an unencumbered 13 foot wide permanent Railroad and Transportation easement as per the plans attached as "Driveway Improvement Plans, Offsite Improvements for Salem Ford, Map 98 Lot 12502, 60 South Broadway - Route 28, Salem, New, Hampshire" (hereinafter referred to as the "Corridor Realignment"). It is anticipated by the parties that this 13 foot wide permanent easement is being granted by the Permittee to the State to maintain a contiguous Corridor for transportation purposes including, but not limited to, accommodating safe railroad operation in the event rail service is restored in the Corridor in the future. The Crossing Agreement is expressly conditioned upon such representations and warranty, and that failure to convey such unencumbered property rights necessary for the Corridor Realignment may, at the State's sole option, result in the termination of this Crossing Agreement. In the event of such termination, the Permittee shall be responsible for the cost of removing any improvements. Further, the failure to abide by the terms and conditions of any such Corridor Realignment easement, by the Permittee shall be grounds to terminate this Crossing Agreement.

1.8 Any damage to the 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 facility shall be repaired by the State. The Permittee shall fully compensate the State for all costs associated with the repair of any such damage.

1.9 The Permittee shall coordinate any and all work within the Corridor with the Town of Salem, and Department of Transportation by contacting Parks and Recreation personnel at (603) 890-2120 and Bureau of Rail & Transit by contacting State personnel at (603) 271-2468 respectively and giving them a minimum of 48 hours advance notice of the work to be performed in the area so that the Parks and Recreation and inspectors can schedule trail related work around the construction. Except in connection with the use of the at grade crossing which is the subject of this agreement the Permittee cannot enter onto the Corridor at any time without first obtaining authorization from the Bureau of Trails.

1.10 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 or 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.

1.11 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.

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

2. Indemnification and Insurance

2.1 The Permittee acknowledges that the Facility will be used for private purposes and does not involve the State's performance of their duties to the public. The Permittee further acknowledges that the installation and use of the Facility by the Permittee may expose the State to additional liability to which it would not otherwise be exposed. Accordingly, the Permittee agrees that the State shall not be liable for injury or death of the Permittee or agent of Permittee, regardless of status as guest, invitee or trespasser, 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. 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 operating railroad, from any

POST OFFICE DRIVE/CROSSING

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, regardless of any negligence on the part of the State, 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 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 as additional named insured.

2.1.1 Commercial General Liability:

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

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 shall maintain comprehensive automobile liability insurance or pooled risk management coverage covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage: \$500,000.00 combined single limit.

2.4 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.

2.5 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 is 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.

2.6 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 - Not Required

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 (\$350.00) dollars, then fifty (\$50.00) dollars administrative fee per annum, beginning on the date of 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 The initial term of this Agreement is ten (10) years and, except as provided in Section 6, this Agreement shall automatically renew for additional, successive five (5) year periods unless at least one (1) year prior to the expiration of the then current term, either the Permittee or the State gives notice to the other party that it wishes to terminate this Agreement, in which case, this Agreement shall terminate at the end of said term. During each extended term, the Permittee shall pay to the State the standard initial preparation fee and administrative fee per annum then in effect.

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 provided that if the default is such that it cannot reasonably be cured within fourteen (14) calendar days then Permittee shall be entitled to such time period as is reasonably required to complete such cure, provided Permittee commences to cure such default within such fourteen (14) day period and thereafter proceeds diligently to complete such cure.

6.2 The State may revoke this Agreement at any time upon thirty (30) calendar days without compensation to the Permittee if the crossing is no longer safe, suitable, or reasonably necessary in accordance with RSA 373:1 or fails to comply with applicable Federal Regulations pertaining to highway crossings of railroad corridors. In such event, the Permittee shall remove their facility from the State-owned Railroad Corridor.

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, 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 Without the prior written consent of the State, the Permittee shall not assign this Agreement, or grant any concession or license to use the Facility or any part thereof. Notwithstanding the preceding sentence, no consent from the State shall be required in connection with: (i) the use of the Facility by any existing or future owner or tenant of all or any portion of the parcels shown as Map 99, Lot 12507, Proposed Map 98, Lot 12542, Proposed Map 98, Lot 12543, and Map 98 12502 on the plan entitled "Subdivision Plan, OMJ Realty, 11 Central Street, Salem, NH 03079," prepared by MHF Design Consultants, Inc., and dated August 12, 2016 to be recorded with the Rockingham County Registry of Deeds, provided, however, as a condition of such assignment at least one subsequent owner agrees to be bound by the terms and conditions of this Agreement and to perform the Permittee's obligations provided herein; or (ii) the sale or leasing by the Permittee of all or any of such Parcels. A consent by the State to one assignment, concession, or license shall not be deemed to be a consent to any subsequent assignment, concession or license. Except as provided by this paragraph, an assignment, concession, or license without the prior written consent of the State or an assignment or operation of law, shall be void and shall, at the State's option, terminate this Agreement. Until terminated, this Agreement shall inure to the sole benefit of and be binding upon the parties hereto and permitted assigns, as aforesaid. Notwithstanding the foregoing, this Agreement shall not be assigned to any municipality or agent thereof as any petition to recognize a public crossing must be pursued pursuant to NH RSA 373:6-a.

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.

8. Termination of Previous Crossing

POST OFFICE DRIVE/CROSSING

8.1 By issuance of this Crossing Agreement, the previous crossing located approximately 200' northerly of this new location shall be terminated. This crossing shall constitute a change of use and location for the previously licensed crossing and with the issuance of this crossing, the previous crossing at Station 1714+50 shall be terminated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, on the dates below and effective the date of Office of Attorney General approval below.

PERMITTEE

By: _____

Date: 10/24/16

Print Name and Title

Joseph P. Faro

STATE OF New Hampshire

COUNTY OF Rockingham

On October 24, 2016 before the undersigned officer personally appeared personally 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.

October 24, 2016
Date

Cynthia L. Popsie
Notary Public

CYNTHIA L. POPSIE, Notary Public
Commission Expires November 6, 2018

STATE

By: _____

Patrick Herlihy

Director, Division of Aeronautics, Rail & Transit
New Hampshire Department of Transportation

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

November 15, 2016.

OFFICE OF THE ATTORNEY GENERAL

By: _____

Assistant Attorney General

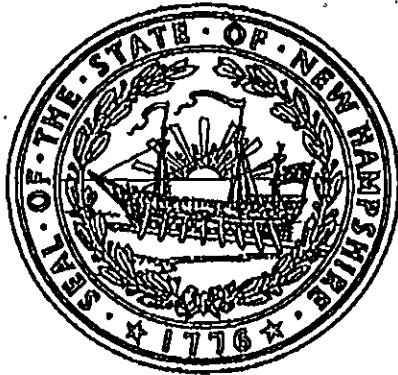
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that OMJ REALTY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on January 27, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 427160



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of October A.D. 2016.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

OMJ REALTY, LLC

WRITTEN CONSENT OF THE MEMBERS

The undersigned, being all of the Members of OMJ Realty, LLC, a New Hampshire limited liability company (the "Company"), hereby consent that the following actions be taken in lieu of a special meeting of the members pursuant to the Operating Agreement of the Company and the New Hampshire Limited Liability Company Act, RSA 304-C, effective as of the date below, and that this consent constitute a waiver of notice of such meeting.

VOTED: To approve and authorize the Company to enter into that certain Crossing Agreement with the New Hampshire Department of Transportation, Bureau of Rail and Transit (the "Crossing Agreement") permitting the Company to cross a portion of the State-owned Manchester & Lawrence railroad corridor in Salem, New Hampshire (the "Corridor") and to construct, use, maintain and reconstruct a private vehicular crossing with the right-of-way near approximate Valuation Station 1712+10, Map 10/3 (the "Facility") as per the approved plan titled "Driveway Improvement Plans, Offsite Improvements for Salem Ford, Map 98, Lot 12507, 60 South Broadway - Route 28, Salem, New Hampshire" dated January 8, 2016 (revised October 3, 2016) and prepared by MHF Design Consultants, Inc., pursuant to the terms and conditions of the Crossing Agreement.

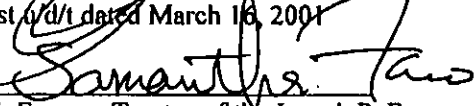
VOTED: To ratify that Joseph P. Faro was duly authorized to enter into a specific Crossing Agreement with the State of New Hampshire, through the Department of Transportation, Bureau of Rail & Transit signature dated October 24, 2016 and further authorize him to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this consent.

VOTED: That all actions previously taken by the members or the Manager of the Company in connection with the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respect as the acts and deeds of the Company.

DATED: 11/2/16

ATTEST: 
Joseph P. Faro, as Trustee of the Joseph P. Faro
Living Trust u/d/t dated March 16, 2001

DATED: 11/2/16

ATTEST: 
Samantha J. Faro, as Trustee of the Joseph P. Faro
Living Trust u/d/t dated April 30, 2001

STATE OF NEW HAMPSHIRE
COUNTY OF

On, 11/2/2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Secretary of the corporation identified in the foregoing certificate, and acknowledged that he executed the foregoing certificate.

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

11/2/2016
Date


Notary Public

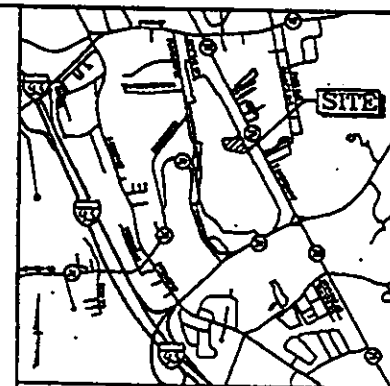
NANCY L.S. SIMPSON, Notary Public
My Commission Expires September 18, 2018

0334. TITLE SHEET
0334. DEMOLITION PLAN
0334. SITE DEVELOPMENT PLAN
0334. GRADING & DRAINAGE PLAN
0334. UTILITIES PLAN
0334. LANDSCAPE PLAN
0334. OFF-SITE UTILITY/LANDSCAPE PLAN
0337. SITE DETAILS
0338. DRAINAGE DETAILS
0338. DRAINAGE DETAILS
0338. EROSION CONTROL DETAILS
0338. UTILITY DETAILS
0338. PLANT PROFILE/MARKET STREET
0338. ROADWAY AND TRAFFIC SIGNAL
0338. IMPROVEMENTS PROJECT (BY GPR)

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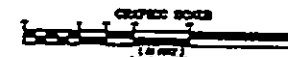
Prepared for:

OMJ REALTY
63 MAIN STREET
SALEM, NEW HAMPSHIRE 03079



LOCATION MAP

1. FOR SIDE PLANT REVIEW, SEE SHEET NO. 3 OF THE SITE PLAN DEVELOPMENT SUBMITTALS FOR SLOAN PARK, NORTH AND PART OF WEST END PLAZA, SHEETS 1-25.
2. FOR PLANT SPECIES OF PROPOSED SHADY ALLEYS (SHADY STREET) SEE SHEET 62-63.
3. FOR TOPICAL GREEN SCENES OF MARKET STREET, SEE SHEET 60-61.

[illegible]

21214 PROPERTY MAP 98 - LOT 12302
PROPERTY ADDRESS - 11 CORNEL STREET
MOVED FROM
617 EIGHTY
63 NINE EIGHTY
21214, 21215, 21216



44 Essex Street, Suite 200
Boston, MA 02114-2999
(617) 552-2200
FAX: (617) 552-2201



CHIEF OF POLICE
601 N. 1ST ST.
TULSA, OK 74103

2025 PLANNING PAGE

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LEGEND

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| NEW STONE | NEW BRICK | NEW CONCRETE | NEW ASPHALT |
| NEW SAND | NEW GRAVEL | NEW CEMENT | NEW GROUT |
| NEW FILL | NEW EXCAVATION | NEW RETENTION | NEW EROSION |
| NEW STABILIZATION | NEW REINFORCEMENT | NEW PROTECTION | NEW MONITORING |
| NEW INSULATION | NEW VIBRATION | NEW NOISE | NEW AIR |
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| NEW TELEPHONE | NEW CABLE | NEW FIBER | NEW RAILROAD |
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| NEW DESERT | NEW TUNDRA | NEW JUNGLE | NEW SAVANNAH |
| NEW STEPPE | NEW PRAIRIE | NEW MOUNTAIN | NEW HILL |
| NEW VALLEY | NEW PLAIN | NEW DESERT | NEW TUNDRA |
| NEW JUNGLE | NEW SAVANNAH | NEW STEPPE | NEW PRAIRIE |
| NEW MOUNTAIN | NEW HILL | NEW VALLEY | NEW PLAIN |
| NEW DESERT | NEW TUNDRA | NEW JUNGLE | NEW SAVANNAH |
| NEW STEPPE | NEW PRAIRIE | NEW MOUNTAIN | |

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Notes

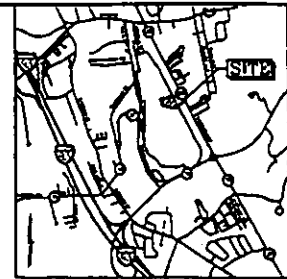
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13. RESEARCHER'S RESPONSIBILITY TO PARTICIPANTS
14. THEIR RIGHTS AND OBLIGATIONS
15. THEIR DUTY TO REPORT VIOLATIONS
16. THEIR ROLE IN THE RESEARCH PROCESS
17. THEIR RIGHT TO WITHDRAW
18. THEIR RIGHT TO REFUSE TO PARTICIPATE
19. THEIR RIGHT TO BE INFORMED
20. THEIR RIGHT TO ASK QUESTIONS
21. THEIR RIGHT TO KNOW THE RESULTS
22. THEIR RIGHT TO BE TREATED WITH RESPECT
23. THEIR RIGHT TO BE TREATED WITH DIGNITY
24. THEIR RIGHT TO BE TREATED WITH FAIRNESS
25. THEIR RIGHT TO BE TREATED WITH HONOR
26. THEIR RIGHT TO BE TREATED WITH RESPECT FOR THEIR CULTURE
27. THEIR RIGHT TO BE TREATED WITH RESPECT FOR THEIR RELIGION
28. THEIR RIGHT TO BE TREATED WITH RESPECT FOR THEIR ETHNICITY
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98. THEIR RIGHT TO BE TREATED WITH RESPECT FOR THEIR ETHNICITY
99. THEIR RIGHT TO BE TREATED WITH RESPECT FOR THEIR SEXUAL ORIENTATION
100. THEIR RIGHT TO BE TREATED WITH RESPECT FOR THEIR DISABILITY

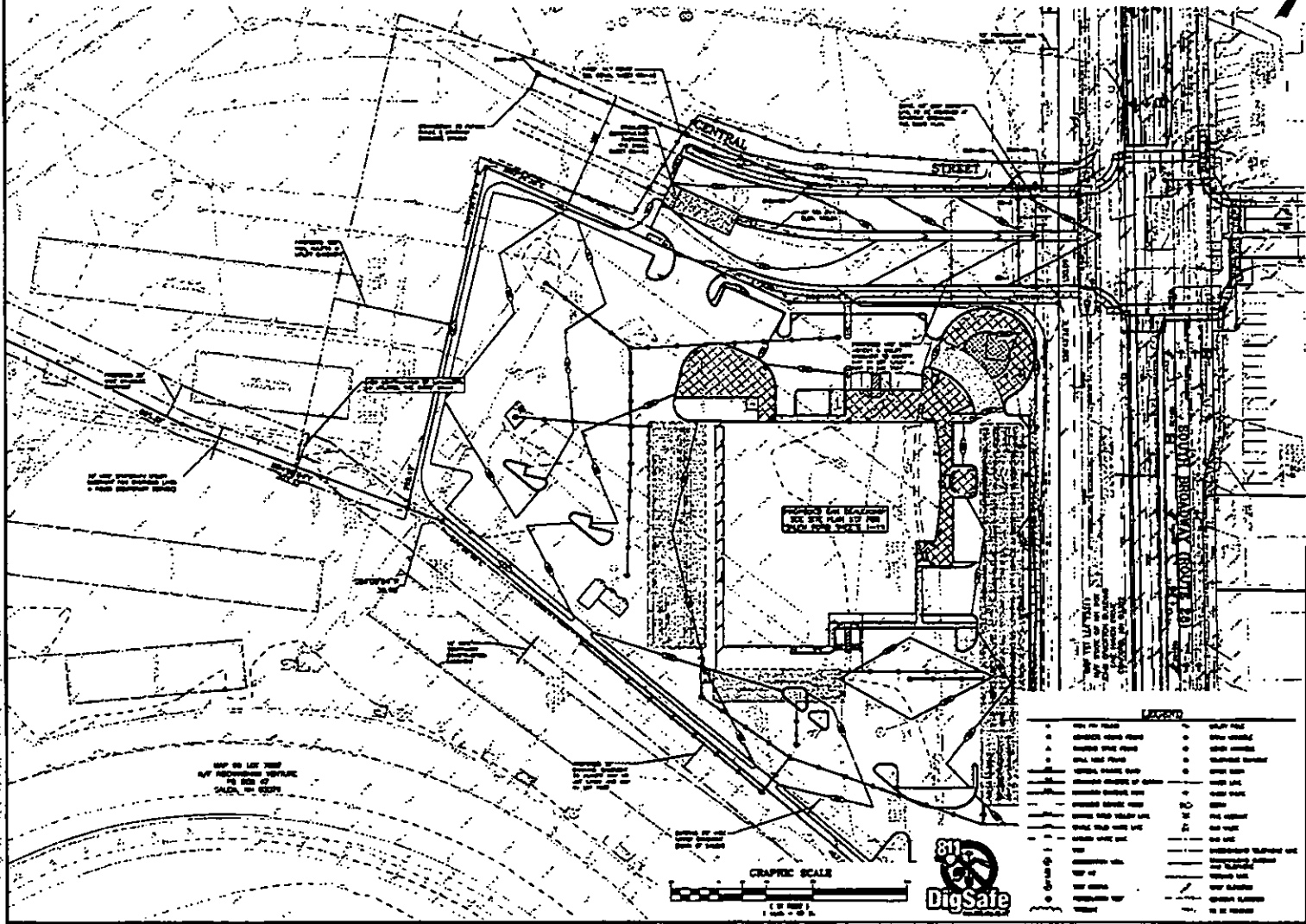
PROBABILITY THEORY

| | |
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| 1. $P(A) = 0.4$ $P(B) = 0.3$ $P(A \cap B) = 0.1$ | 2. $P(A) = 0.5$ $P(B) = 0.4$ $P(A \cup B) = 0.7$ |
| 3. $P(A) = 0.2$ $P(B) = 0.3$ $P(A \cup B) = 0.4$ | 4. $P(A) = 0.6$ $P(B) = 0.5$ $P(A \cap B) = 0.3$ |
| 5. $P(A) = 0.7$ $P(B) = 0.6$ $P(A \cap B) = 0.4$ | 6. $P(A) = 0.8$ $P(B) = 0.7$ $P(A \cup B) = 0.9$ |
| 7. $P(A) = 0.9$ $P(B) = 0.8$ $P(A \cap B) = 0.7$ | 8. $P(A) = 0.1$ $P(B) = 0.2$ $P(A \cup B) = 0.3$ |

中國時報



LOCATION MAP

[illegible]

OFF-SITE IMPROVEMENTS GRADING & DRAINAGE PLAN

**SALIM PROPERTY MAP 98 - LOT 12002
PROPERTY ADDRESS - 11 CENTRAL STREET**

MICHAEL FORD
 ORU REALTY
 63 MAIN STREET
 BALEM, NH 03070



2018 12 05

000000 JANUARY 6, 2016



DAVID REALTY
63 MAIN STREET
SALIDA, NM 87060
800-636-7400

DATE PLANNING BEGINS
ACTION

END PAGE 2 - 000000, 000000

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|-----|---------|----------|---------|------|
| 105 | 001/100 | 2007/202 | 2007/15 | 00-1 |
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LEGEND

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| EXISTING WATER MAIN | PROPOSED WATER MAIN | EXISTING SEWER MAIN | PROPOSED SEWER MAIN | EXISTING GAS MAIN | PROPOSED GAS MAIN | EXISTING ELECTRIC MAIN | PROPOSED ELECTRIC MAIN |
| EXISTING WATER SERVICE LINE | PROPOSED WATER SERVICE LINE | EXISTING SEWER SERVICE LINE | PROPOSED SEWER SERVICE LINE | EXISTING GAS SERVICE LINE | PROPOSED GAS SERVICE LINE | EXISTING ELECTRIC SERVICE LINE | PROPOSED ELECTRIC SERVICE LINE |
| EXISTING WATER TANK | PROPOSED WATER TANK | EXISTING SEWER MANHOLE | PROPOSED SEWER MANHOLE | EXISTING GAS MANHOLE | PROPOSED GAS MANHOLE | EXISTING ELECTRIC MANHOLE | PROPOSED ELECTRIC MANHOLE |
| EXISTING WATER VALVE | PROPOSED WATER VALVE | EXISTING SEWER VALVE | PROPOSED SEWER VALVE | EXISTING GAS VALVE | PROPOSED GAS VALVE | EXISTING ELECTRIC VALVE | PROPOSED ELECTRIC VALVE |
| EXISTING WATER PUMP | PROPOSED WATER PUMP | EXISTING SEWER PUMP | PROPOSED SEWER PUMP | EXISTING GAS PUMP | PROPOSED GAS PUMP | EXISTING ELECTRIC PUMP | PROPOSED ELECTRIC PUMP |
| EXISTING WATER METER | PROPOSED WATER METER | EXISTING SEWER METER | PROPOSED SEWER METER | EXISTING GAS METER | PROPOSED GAS METER | EXISTING ELECTRIC METER | PROPOSED ELECTRIC METER |
| EXISTING WATER TAP | PROPOSED WATER TAP | EXISTING SEWER TAP | PROPOSED SEWER TAP | EXISTING GAS TAP | PROPOSED GAS TAP | EXISTING ELECTRIC TAP | PROPOSED ELECTRIC TAP |
| EXISTING WATER VALVE BOX | PROPOSED WATER VALVE BOX | EXISTING SEWER VALVE BOX | PROPOSED SEWER VALVE BOX | EXISTING GAS VALVE BOX | PROPOSED GAS VALVE BOX | EXISTING ELECTRIC VALVE BOX | PROPOSED ELECTRIC VALVE BOX |
| EXISTING WATER TAP BOX | PROPOSED WATER TAP BOX | EXISTING SEWER TAP BOX | PROPOSED SEWER TAP BOX | EXISTING GAS TAP BOX | PROPOSED GAS TAP BOX | EXISTING ELECTRIC TAP BOX | PROPOSED ELECTRIC TAP BOX |
| EXISTING WATER METER BOX | PROPOSED WATER METER BOX | EXISTING SEWER METER BOX | PROPOSED SEWER METER BOX | EXISTING GAS METER BOX | PROPOSED GAS METER BOX | EXISTING ELECTRIC METER BOX | PROPOSED ELECTRIC METER BOX |
| EXISTING WATER VALVE BOX | PROPOSED WATER VALVE BOX | EXISTING SEWER VALVE BOX | PROPOSED SEWER VALVE BOX | EXISTING GAS VALVE BOX | PROPOSED GAS VALVE BOX | EXISTING ELECTRIC VALVE BOX | PROPOSED ELECTRIC VALVE BOX |
| EXISTING WATER TAP BOX | PROPOSED WATER TAP BOX | EXISTING SEWER TAP BOX | PROPOSED SEWER TAP BOX | EXISTING GAS TAP BOX | PROPOSED GAS TAP BOX | EXISTING ELECTRIC TAP BOX | PROPOSED ELECTRIC TAP BOX |
| EXISTING WATER METER BOX | PROPOSED WATER METER BOX | EXISTING SEWER METER BOX | PROPOSED SEWER METER BOX | EXISTING GAS METER BOX | PROPOSED GAS METER BOX | EXISTING ELECTRIC METER BOX | PROPOSED ELECTRIC METER BOX |

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|------------------------------------|------|------|------|
| NO. 12" DIA. WATER MAIN | 100' | 100' | 100' |
| NO. 12" DIA. SEWER MAIN | 100' | 100' | 100' |
| NO. 12" DIA. GAS MAIN | 100' | 100' | 100' |
| NO. 12" DIA. ELECTRIC MAIN | 100' | 100' | 100' |
| NO. 12" DIA. WATER SERVICE LINE | 100' | 100' | 100' |
| NO. 12" DIA. SEWER SERVICE LINE | 100' | 100' | 100' |
| NO. 12" DIA. GAS SERVICE LINE | 100' | 100' | 100' |
| NO. 12" DIA. ELECTRIC SERVICE LINE | 100' | 100' | 100' |
| NO. 12" DIA. WATER TANK | 100' | 100' | 100' |
| NO. 12" DIA. SEWER MANHOLE | 100' | 100' | 100' |
| NO. 12" DIA. GAS MANHOLE | 100' | 100' | 100' |
| NO. 12" DIA. ELECTRIC MANHOLE | 100' | 100' | 100' |
| NO. 12" DIA. WATER VALVE | 100' | 100' | 100' |
| NO. 12" DIA. SEWER VALVE | 100' | 100' | 100' |
| NO. 12" DIA. GAS VALVE | 100' | 100' | 100' |
| NO. 12" DIA. ELECTRIC VALVE | 100' | 100' | 100' |
| NO. 12" DIA. WATER PUMP | 100' | 100' | 100' |
| NO. 12" DIA. SEWER PUMP | 100' | 100' | 100' |
| NO. 12" DIA. GAS PUMP | 100' | 100' | 100' |
| NO. 12" DIA. ELECTRIC PUMP | 100' | 100' | 100' |
| NO. 12" DIA. WATER METER | 100' | 100' | 100' |
| NO. 12" DIA. SEWER METER | 100' | 100' | 100' |
| NO. 12" DIA. GAS METER | 100' | 100' | 100' |
| NO. 12" DIA. ELECTRIC METER | 100' | 100' | 100' |
| NO. 12" DIA. WATER VALVE BOX | 100' | 100' | 100' |
| NO. 12" DIA. SEWER VALVE BOX | 100' | 100' | 100' |
| NO. 12" DIA. GAS VALVE BOX | 100' | 100' | 100' |
| NO. 12" DIA. ELECTRIC VALVE BOX | 100' | 100' | 100' |
| NO. 12" DIA. WATER TAP BOX | 100' | 100' | 100' |
| NO. 12" DIA. SEWER TAP BOX | 100' | 100' | 100' |
| NO. 12" DIA. GAS TAP BOX | 100' | 100' | 100' |
| NO. 12" DIA. ELECTRIC TAP BOX | 100' | 100' | 100' |
| NO. 12" DIA. WATER METER BOX | 100' | 100' | 100' |
| NO. 12" DIA. SEWER METER BOX | 100' | 100' | 100' |
| NO. 12" DIA. GAS METER BOX | 100' | 100' | 100' |
| NO. 12" DIA. ELECTRIC METER BOX | 100' | 100' | 100' |

OFF-SITE IMPROVEMENTS UTILITIES PLAN

SALEM PROPERTY MAP NO. 11 - LOT 1222

PROPERTY ADDRESS - 11 CENTRAL STREET

PREPARED FOR
MR. DAVID
11 CENTRAL STREET
SALEM, MA 01970

DATE: JANUARY 4, 2011

SCALE: 1" = 40'

NO. 12" DIA. WATER MAIN

NO. 12" DIA. SEWER MAIN

NO. 12" DIA. GAS MAIN

NO. 12" DIA. ELECTRIC MAIN

NO. 12" DIA. WATER SERVICE LINE

NO. 12" DIA. SEWER SERVICE LINE

NO. 12" DIA. GAS SERVICE LINE

NO. 12" DIA. ELECTRIC SERVICE LINE

NO. 12" DIA. WATER TANK

NO. 12" DIA. SEWER MANHOLE

NO. 12" DIA. GAS MANHOLE

NO. 12" DIA. ELECTRIC MANHOLE

NO. 12" DIA. WATER VALVE

NO. 12" DIA. SEWER VALVE

NO. 12" DIA. GAS VALVE

NO. 12" DIA. ELECTRIC VALVE

NO. 12" DIA. WATER PUMP

NO. 12" DIA. SEWER PUMP

NO. 12" DIA. GAS PUMP

NO. 12" DIA. ELECTRIC PUMP

NO. 12" DIA. WATER METER

NO. 12" DIA. SEWER METER

NO. 12" DIA. GAS METER

NO. 12" DIA. ELECTRIC METER

NO. 12" DIA. WATER VALVE BOX

NO. 12" DIA. SEWER VALVE BOX

NO. 12" DIA. GAS VALVE BOX

NO. 12" DIA. ELECTRIC VALVE BOX

NO. 12" DIA. WATER T

| | | | |
|--------|---------------------------------------|-----|---------|
| 3 | NOISE FOR BROWSE/INDEX LAG | 400 | 16/3/76 |
| 4 | NOISE FOR DURATION OF/RECORDS COVERED | 400 | 16/3/76 |
| 5 | NOISE FOR GOOD COMMENTS | 400 | 0/6/76 |
| 6 | NOISE FOR IMPROVEMENTS TO THE INDEX | 470 | 5/24/76 |
| 7 | NOISE FOR NEW COMMENTS | 400 | 3/14/76 |
| 8 | NOISE FOR OLD COMMENTS | 400 | 2/1/76 |
| 9 | NOISE FOR SUMMARY/REMARKS COMMENTS | 400 | 2/1/76 |
| 10 | RECEPTION | BY | DATE |
| TOTALS | | | |

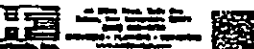
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| MARITIME BOARD | | | |
|----------------|----------|----------------|------------|
| PLANT | QUANTITY | TECHNICAL DATA | OTHER DATA |
| 1 | 1 | 1 | 1 |
| 2 | 1 | 1 | 1 |
| 3 | 1 | 1 | 1 |
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| 99 | 1 | 1 | 1 |
| 100 | 1 | 1 | 1 |

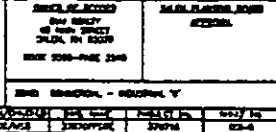


- | | | | |
|----|---------------------------------------|-----|---------|
| 4 | ROCK FOR ELEVATION 3407/BRANCH CRUISE | 125 | 0/13/74 |
| 8 | ROCK FOR HARP COMPARIS | 126 | 6/4/74 |
| 2 | ROCK OFFICE INVESTIGATIONS FOR HARP | 126 | 3/24/74 |
| 1 | ROCK FOR JURY/INTELLIGENCE COMPARIS | 126 | 2/23/74 |
| 48 | BOOKS | 24 | 24/74 |

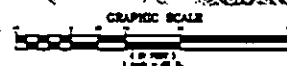
POWERED BY
GMA REALTY
63 MAIN STREET
SALEM, MA 02070



DEC 2 JAN 04 2010

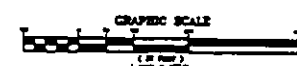
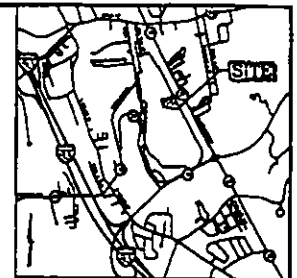
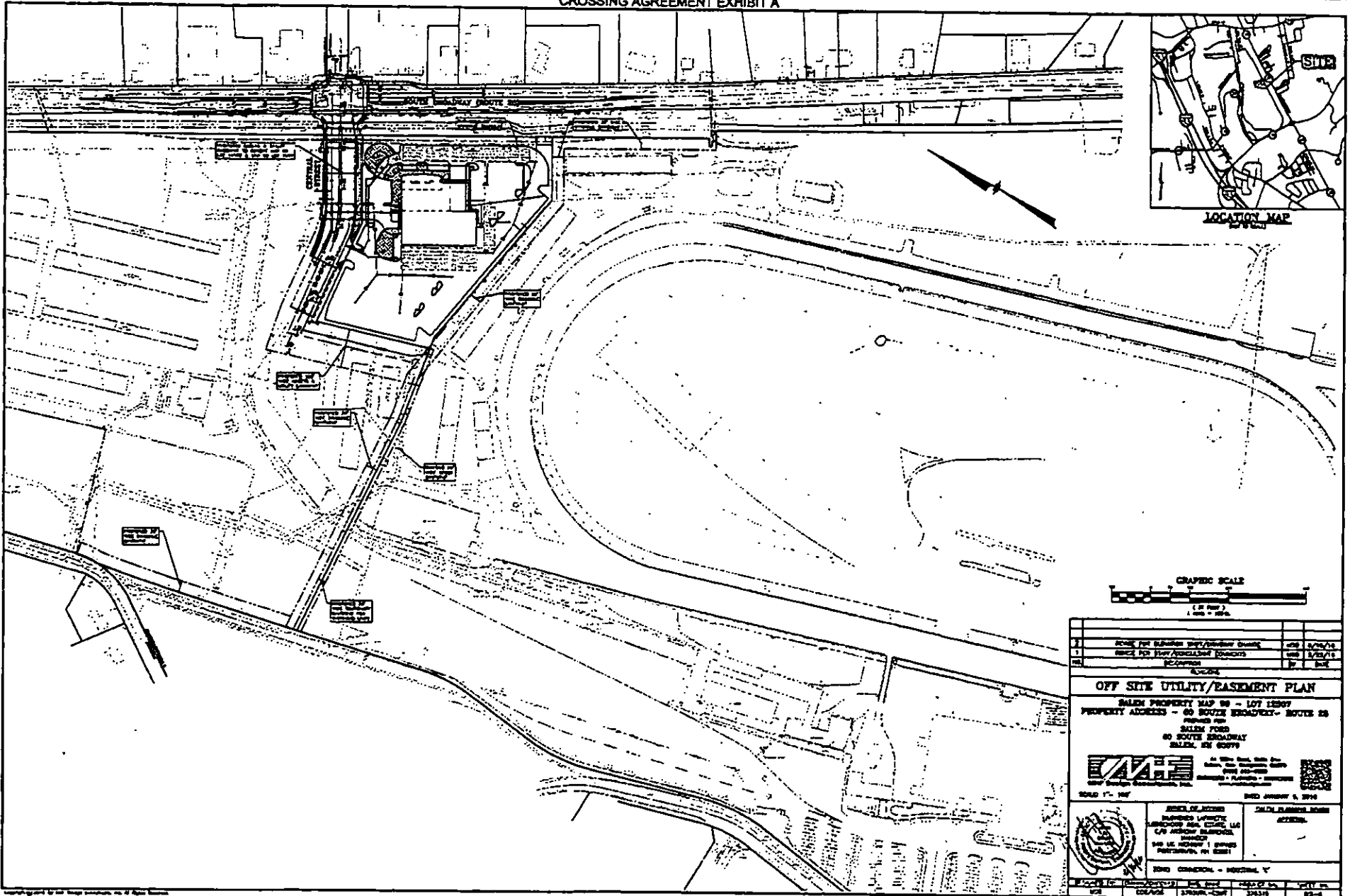


20th November - 2012



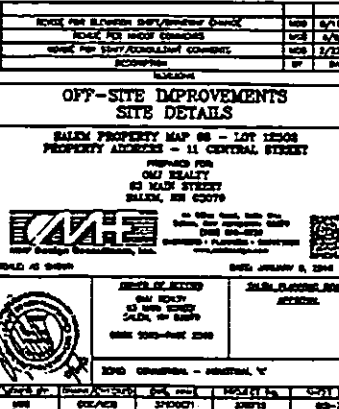
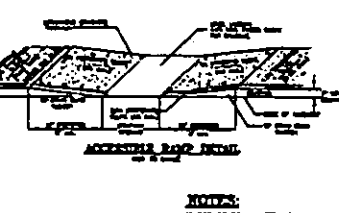
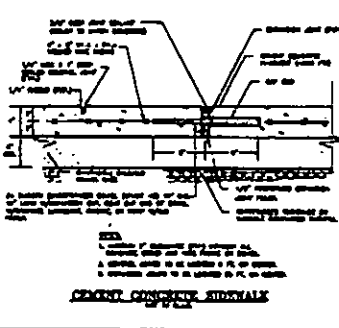
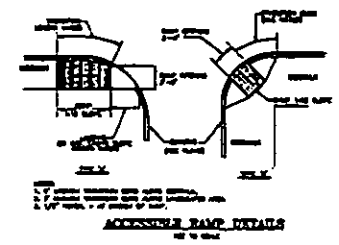
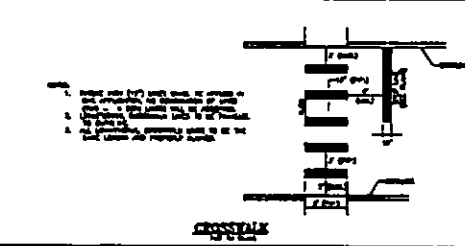
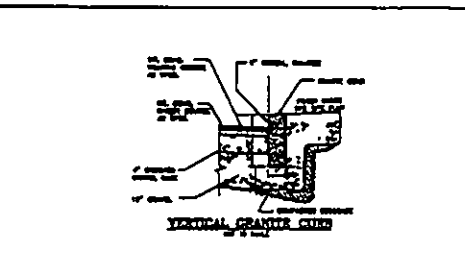
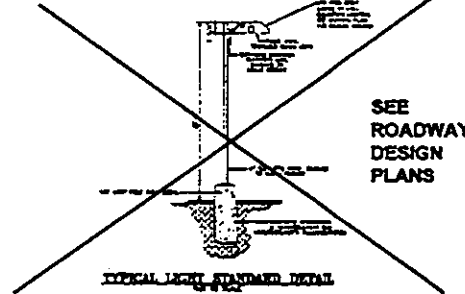
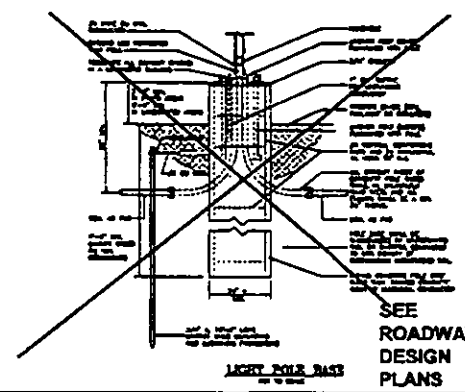
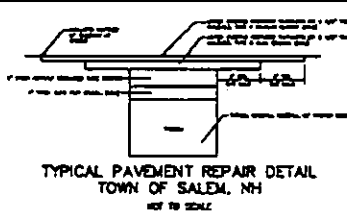
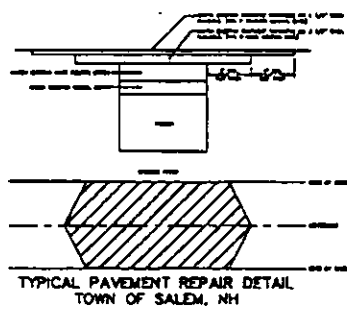
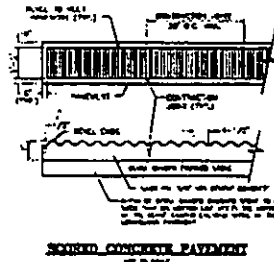
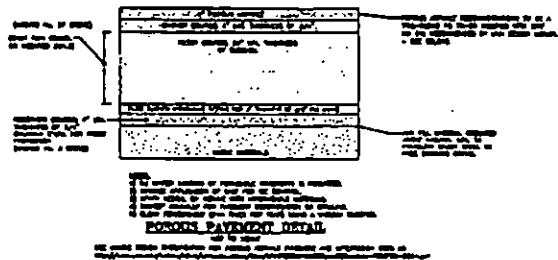
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CROSSING AGREEMENT EXHIBIT A

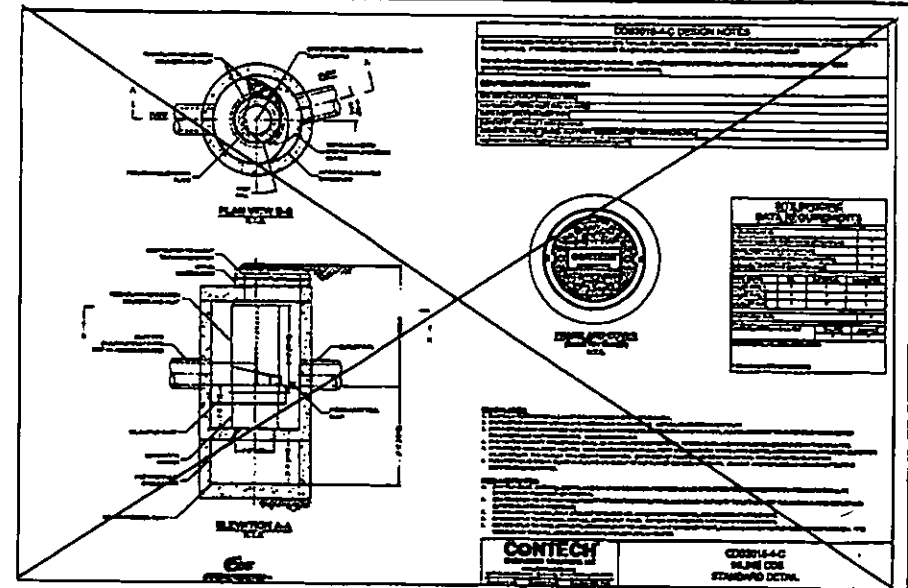
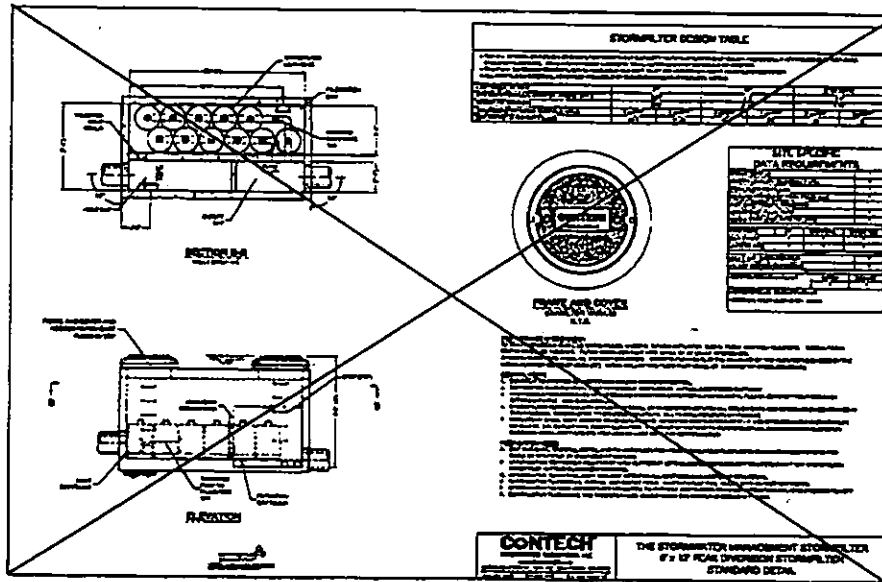


| | |
|---|--|
| OFF SITE UTILITY/EASEMENT PLAN SALEM PROPERTY MAP NO. - LOT 12307 PROPERTY ADDRESS - 60 ROUTE 28/ROUTE 100 - ROUTE 28 SALEM, MD 20788 SALEM FORD 60 ROUTE 28/ROUTE 100 SALEM, MD 20788 | |
| | |
| DATE: JANUARY 5, 2014 DRAWN BY: [Name] CHECKED BY: [Name] DESIGNED BY: [Name] IN CHARGE: [Name] | |
| PROJECT NO.: [Number] SHEET NO.: [Number] OF [Total Sheets] | |

CROSSING AGREEMENT EXHIBIT A



CROSSING AGREEMENT EXHIBIT A



SEE THE STANDARD DETAIL, FIGURE 11
FOR APPROVED DETAIL

NOTE: CONTRACTOR SHALL VERIFY WITH THE CITY AND STATE THAT THE DETAIL IS APPROVED FOR THE PROJECT.

| | | |
|----|-----------------------------------|---------|
| 1 | REVISION FOR BIDDING/PRICE (1/1) | 10/1/10 |
| 2 | REVISION FOR BIDDING/PRICE (2/1) | 10/1/10 |
| 3 | REVISION FOR BIDDING/PRICE (3/1) | 10/1/10 |
| 4 | REVISION FOR BIDDING/PRICE (4/1) | 10/1/10 |
| 5 | REVISION FOR BIDDING/PRICE (5/1) | 10/1/10 |
| 6 | REVISION FOR BIDDING/PRICE (6/1) | 10/1/10 |
| 7 | REVISION FOR BIDDING/PRICE (7/1) | 10/1/10 |
| 8 | REVISION FOR BIDDING/PRICE (8/1) | 10/1/10 |
| 9 | REVISION FOR BIDDING/PRICE (9/1) | 10/1/10 |
| 10 | REVISION FOR BIDDING/PRICE (10/1) | 10/1/10 |

| OFF-SITE IMPROVEMENTS DRAINAGE DETAILS | |
|--|--|
| SALEM PROPERTY MAP 08 - LOT 12002 PROPERTY ADDRESS - 11 CENTRAL STREET | |
| DESIGNED FOR CITY OF SALEM 11 CENTRAL STREET SALEM, NH 03079 | |
| | |
| DATE: JANUARY 6, 2016 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name] | |
| SCALE: 1" = 10' (PLAN) SCALE: 1" = 10' (SECTION) | |
| SHEET NO. 1 OF 1 TOTAL SHEETS: 1 | |

CROSSING AGREEMENT EXHIBIT A

The figure contains several technical drawings of drainage components:

- CATCH BASIN CONCENTRIC COVE**: A cross-sectional view of a catch basin with a concentric cove, showing internal structure and flow paths.
- DRAIN MANHOLE CONCENTRIC COVE**: A cross-sectional view of a drain manhole with a concentric cove, showing internal structure and flow paths.
- TYPICAL DRAIN TRENCH DETAIL**: A cross-sectional view of a typical drain trench, showing the trench walls, bottom, and surrounding soil.
- SHOULDER OIL/WATER/SEDIMENT SEPARATOR**: A cross-sectional view of a shoulder oil/water/sediment separator, showing internal structure and flow paths.
- PREFABRICATED CONCRETE CATCH BASIN**: A cross-sectional view of a prefabricated concrete catch basin, showing internal structure and flow paths.
- FRAME AND GRATE - TYPE B**: A cross-sectional view of a frame and grate, showing the frame structure and grate details.

CROSSING AGREEMENT EXHIBIT A

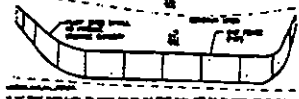
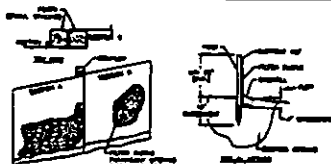


OFF-SITE DRAINAGE PROTECTION



1. The drainage ditch shall be constructed to a minimum depth of 18 inches below the existing ground surface. The ditch shall be constructed to a minimum width of 18 inches at the bottom. The ditch shall be constructed to a minimum slope of 1% to the outlet. The ditch shall be constructed to a minimum length of 100 feet. The ditch shall be constructed to a minimum width of 18 inches at the bottom. The ditch shall be constructed to a minimum slope of 1% to the outlet. The ditch shall be constructed to a minimum length of 100 feet.

OFF-SITE DRAINAGE PROTECTION DETAIL

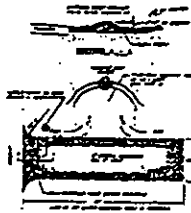


1. The drainage ditch shall be constructed to a minimum depth of 18 inches below the existing ground surface. The ditch shall be constructed to a minimum width of 18 inches at the bottom. The ditch shall be constructed to a minimum slope of 1% to the outlet. The ditch shall be constructed to a minimum length of 100 feet. The ditch shall be constructed to a minimum width of 18 inches at the bottom. The ditch shall be constructed to a minimum slope of 1% to the outlet. The ditch shall be constructed to a minimum length of 100 feet.

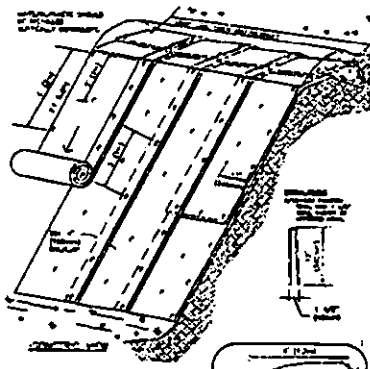
2. The drainage ditch shall be constructed to a minimum depth of 18 inches below the existing ground surface. The ditch shall be constructed to a minimum width of 18 inches at the bottom. The ditch shall be constructed to a minimum slope of 1% to the outlet. The ditch shall be constructed to a minimum length of 100 feet. The ditch shall be constructed to a minimum width of 18 inches at the bottom. The ditch shall be constructed to a minimum slope of 1% to the outlet. The ditch shall be constructed to a minimum length of 100 feet.

3. The drainage ditch shall be constructed to a minimum depth of 18 inches below the existing ground surface. The ditch shall be constructed to a minimum width of 18 inches at the bottom. The ditch shall be constructed to a minimum slope of 1% to the outlet. The ditch shall be constructed to a minimum length of 100 feet. The ditch shall be constructed to a minimum width of 18 inches at the bottom. The ditch shall be constructed to a minimum slope of 1% to the outlet. The ditch shall be constructed to a minimum length of 100 feet.

EROSION CONTROL FENCE

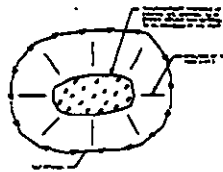


TEMPORARY GRAVEL CONSTRUCTION DETAIL



1. The drainage ditch shall be constructed to a minimum depth of 18 inches below the existing ground surface. The ditch shall be constructed to a minimum width of 18 inches at the bottom. The ditch shall be constructed to a minimum slope of 1% to the outlet. The ditch shall be constructed to a minimum length of 100 feet. The ditch shall be constructed to a minimum width of 18 inches at the bottom. The ditch shall be constructed to a minimum slope of 1% to the outlet. The ditch shall be constructed to a minimum length of 100 feet.

BLANKET GRADE PROTECTION FOR EROSION CONTROL



MATERIALS STOCKPILE DETAIL

CONSTRUCTION SCHEDULE NOTES:

1. The construction schedule shall be completed by the end of the construction period.
2. The construction schedule shall be completed by the end of the construction period.
3. The construction schedule shall be completed by the end of the construction period.
4. The construction schedule shall be completed by the end of the construction period.
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6. The construction schedule shall be completed by the end of the construction period.
7. The construction schedule shall be completed by the end of the construction period.
8. The construction schedule shall be completed by the end of the construction period.
9. The construction schedule shall be completed by the end of the construction period.
10. The construction schedule shall be completed by the end of the construction period.

TEMPORARY EROSION CONTROL MEASURES:

1. The temporary erosion control measures shall be completed by the end of the construction period.
2. The temporary erosion control measures shall be completed by the end of the construction period.
3. The temporary erosion control measures shall be completed by the end of the construction period.
4. The temporary erosion control measures shall be completed by the end of the construction period.
5. The temporary erosion control measures shall be completed by the end of the construction period.
6. The temporary erosion control measures shall be completed by the end of the construction period.
7. The temporary erosion control measures shall be completed by the end of the construction period.
8. The temporary erosion control measures shall be completed by the end of the construction period.
9. The temporary erosion control measures shall be completed by the end of the construction period.
10. The temporary erosion control measures shall be completed by the end of the construction period.

EROSION CONTROL NOTES:

1. The erosion control measures shall be completed by the end of the construction period.
2. The erosion control measures shall be completed by the end of the construction period.
3. The erosion control measures shall be completed by the end of the construction period.
4. The erosion control measures shall be completed by the end of the construction period.
5. The erosion control measures shall be completed by the end of the construction period.
6. The erosion control measures shall be completed by the end of the construction period.
7. The erosion control measures shall be completed by the end of the construction period.
8. The erosion control measures shall be completed by the end of the construction period.
9. The erosion control measures shall be completed by the end of the construction period.
10. The erosion control measures shall be completed by the end of the construction period.

WATER STABILIZATION NOTES:

1. The water stabilization measures shall be completed by the end of the construction period.
2. The water stabilization measures shall be completed by the end of the construction period.
3. The water stabilization measures shall be completed by the end of the construction period.
4. The water stabilization measures shall be completed by the end of the construction period.
5. The water stabilization measures shall be completed by the end of the construction period.
6. The water stabilization measures shall be completed by the end of the construction period.
7. The water stabilization measures shall be completed by the end of the construction period.
8. The water stabilization measures shall be completed by the end of the construction period.
9. The water stabilization measures shall be completed by the end of the construction period.
10. The water stabilization measures shall be completed by the end of the construction period.



| TEST PIT DATA | | | |
|---------------|-------------------|----------------|------------------|
| TEST PIT NO. | TEST PIT LOCATION | TEST PIT DEPTH | TEST PIT RESULTS |
| 1 | 100' W. OF ROAD | 18" | 18" |
| 2 | 100' W. OF ROAD | 18" | 18" |
| 3 | 100' W. OF ROAD | 18" | 18" |
| 4 | 100' W. OF ROAD | 18" | 18" |
| 5 | 100' W. OF ROAD | 18" | 18" |
| 6 | 100' W. OF ROAD | 18" | 18" |
| 7 | 100' W. OF ROAD | 18" | 18" |
| 8 | 100' W. OF ROAD | 18" | 18" |
| 9 | 100' W. OF ROAD | 18" | 18" |
| 10 | 100' W. OF ROAD | 18" | 18" |

TEST PIT LOGS

| | |
|---|--|
| OFF-SITE IMPROVEMENTS EROSION CONTROL DETAIL SALEM PROPERTY MAP 80 - LOT 12000 PROPERTY ADDRESS - 11 CENTRAL STREET PREPARED FOR GRI REALTY 40 MAIN STREET SALEM, NH 03079 | |
| SCALE AS SHOWN | DATE: JANUARY 8, 2010 DRAWN BY: J. B. BROWN CHECKED BY: J. B. BROWN DATE: 1/10/10 100% COMPLETE - 100% |
| PROJECT NO. 1000000000 SHEET NO. 1000000000 TOTAL SHEETS 1000000000 | PROJECT NO. 1000000000 SHEET NO. 1000000000 TOTAL SHEETS 1000000000 |

[illegible]



| | | |
|----|--------------------------------------|---------------|
| 3 | RECEIVED FOR LAMSON & HOWARD COMPANY | NOV 8 1973/76 |
| 1 | RECEIVED FOR SHAW/DOUGLASS COMPANY | NOV 8 1973/76 |
| NO | RECEIVED FOR | NOV 8 1973/76 |

ALLEGRA

OFF-SITE IMPROVEMENTS UTILITY DETAILS


SALEM PROPERTY MAP 88 - LOT 12828
PROPERTY ADDRESS - 11 CENTRAL STREET

PREPARED FOR
GRI REALTY
65 MAIN STREET
SALEM, NH 03079

110 Main Street, Suite 200
Salem, NH 03079-1000
Telephone: (603) 883-7000
Telex: 250000 GRI
Fax: (603) 883-7000

STATE OF NEW HAMPSHIRE



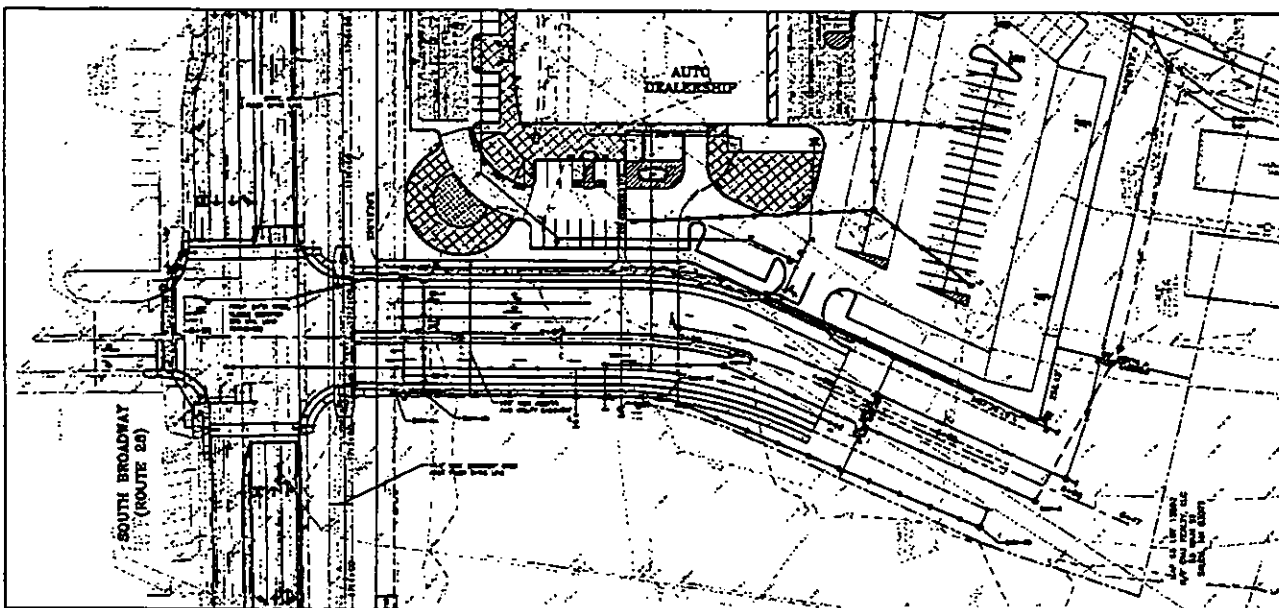
NOTARY PUBLIC
JAMES W. BROWN
JAN 1973
Salem, NH 03079
COMM. 0000-1985 2200

NOTARY PUBLIC
JAMES W. BROWN
JAN 1973
Salem, NH 03079
COMM. 0000-1985 2200

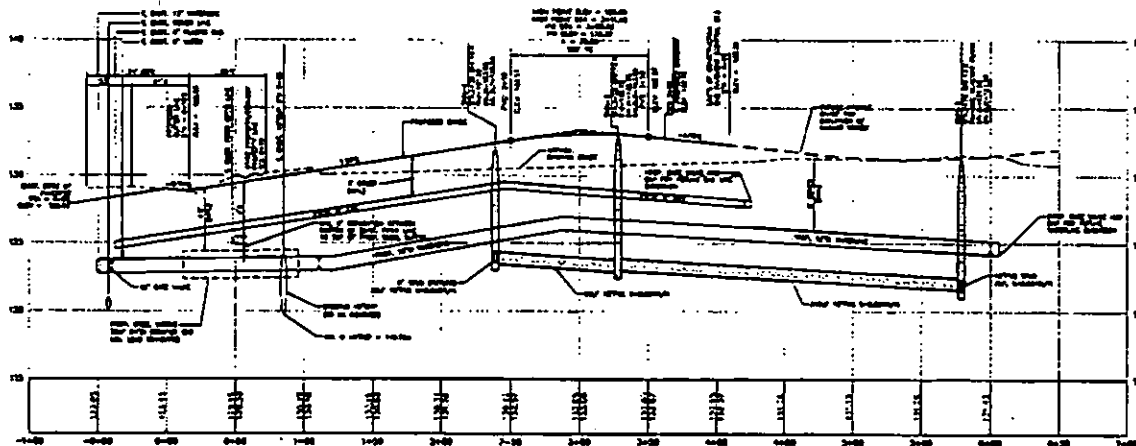
JAMES W. BROWN - GENERAL, N

| | | | |
|---------------|---------------|---------------|---------------|
| NOV 8 1973/76 | NOV 8 1973/76 | NOV 8 1973/76 | NOV 8 1973/76 |
| NOV 8 1973/76 | NOV 8 1973/76 | NOV 8 1973/76 | NOV 8 1973/76 |

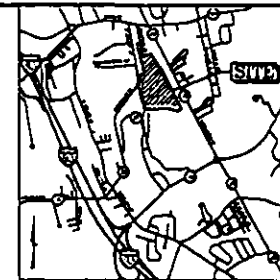
CROSSING AGREEMENT EXHIBIT A



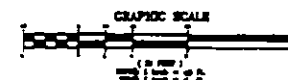
CENTRAL STREET PLAN
SCALE 1"=40'



CENTRAL STREET PROFILE
2040 1-4974/49



LOCATION MAP



| | | | |
|---|-------------------------------------|-----|---------|
| 3 | ROCK FISH BARRAGE/WHITE LANE | 101 | 10/2/71 |
| 4 | ROCK FISH BARRAGE/WHITE LANE BRIDGE | 102 | 9/17/71 |
| 5 | ROCK FISH BARRAGE/WHITE LANE | 103 | 7/15/71 |
| 6 | ROCK FISH BARRAGE/WHITE LANE | 104 | 5/17/71 |
| 7 | ROCK FISH BARRAGE/WHITE LANE | 105 | 3/15/71 |
| 8 | ROCK FISH BARRAGE/WHITE LANE | 106 | 1/15/71 |

PLAN/PROFILE CENTRAL STREET

SALEM PROPERTY MAP 98 - LOT 12002
PROPERTY ADDRESS - 11 CENTRAL STREET

PREPARED FOR
GAIL HEALTY
43 MAIN STREET
SALIS, NH 03079



TABLE 1

1997 January 6, 2004



RECEIVED BY POST
ONLY REPLY
ON THIS ENVELOPE
SALON, NY 10070
©1988 SONY—PAPER 100

SECRET

FORM COMPLETED - RELEASE TO

| | | | | |
|-----|---------|----------|----------|-------|
| 106 | QAP 106 | 10/20/07 | 10/20/07 | 07-17 |
|-----|---------|----------|----------|-------|

PROSECUTION OF WORK ON NH DOT RAILROAD PROPERTY

DESCRIPTION OF WORK

The work on this project entails the construction of a new paved at-grade crossing in Salem, New Hampshire. The Manchester & Lawrence Branch Railroad corridor in this area is currently used as a recreational trail by the Town of Salem (DEPARTMENT OF PARKS AND RECREATION) and all the cross-ties and rail in the area have been removed except in the existing crossing.

The cost of furnishing and installing new pavement, signage, signals and other railroad materials required at this crossing if the railroad line is reactivated will be borne by the Permittee.

RAILROAD OWNER

The Permittee shall coordinate their work on this project with the Railroad Corridor Owner, which is the State of New Hampshire.

Department of Transportation
Bureau of Rail & Transit
PO Box 483
Concord, New Hampshire 03302
Tel. (603) 271-2468

DEPARTMENT OF PARKS AND RECREATION (Trail Maintainer)
Town of Salem
33 Geremonty Drive
Salem, New Hampshire 03079
Tel. (603) 890-2120

TRAIL COORDINATION

This project is located on an inactive railroad line that has no rail traffic. The railroad corridor is used by Department of Parks and Recreation as a recreational trail and the Permittee should pile their snow so that it does not interfere with the use of the trail in the winter. The Permittee must contact the Department of Parks and Recreation (603-890-2120) prior to beginning any work on the railroad corridor to provide Department of Public Works and Recreation with their work schedule on the trail and to establish the signage locations. Gates or bollards are necessary to prevent unauthorized access to the remainder of the corridor, the Licensee shall supply, install and maintain these gates and or bollards.

RIGHT-OF-WAY AND PROTECTION OF PROPERTY

The Contractor shall not modify, excavate, bury materials or alter the Railroad property in any way other than that specified in the Construction Requirements referenced as follows without the written permission of the Bureau of Rail & Transit.

CONSTRUCTION REQUIREMENTS

Prior to beginning work, the Contractor shall notify the Trail Maintainer (Tel. 890-2120).

Specifically, the following modifications to the railroad corridor to construct the road crossing will apply:

1. The new road crossing shall be constructed so it does not interfere with drainage flow along the corridor. If necessary a culvert a minimum of 12" in diameter must be installed in the east ditch line along the corridor.
2. Signage stating "Construction Ahead - Trail Closed" or similar wording acceptable to DEPARTMENT OF PARKS AND RECREATION shall be erected on both sides of the work area. The contractor shall erect orange construction fencing and reflective markers around the construction area to prevent pedestrian access. No construction equipment shall be left in the middle of the recreational trail overnight.
3. The Contractor should contact Dig Safe (1-888-344-7233) prior to starting any excavation work. There is an AT&T fiber optic cable buried all along this section of the railroad corridor (contact Mark Burkhardt at AT&T (203) 266-4372). The Contractor shall pay special attention to this fiber optic line. There is a Granite State Electric line. There is a Granite State Electric aerial power line in the Corridor (contact Kurt Demmer (978) 360-6740).
4. The Contractor shall conduct their work operations so their equipment is confined to the area around the new drive crossing. At no time shall the Contractor's equipment enter onto or cross other portions of the railroad corridor.
5. The contractor shall install and maintain siltation fencing to control soil erosion in the construction area.
6. All construction debris and the old track material with exception of sections of rail shall be removed from the railroad property and shall not be buried on site. The rail shall be set to the side of the corridor so as not to restrict current trail use.
7. The Contractor shall regrade and restore the trail surface, and seed and return all disturbed areas of the railroad property to their original condition prior to construction, including the portions of the corridor used to access the work area. The Contractor may need to furnish additional granular material to reestablish the trail surface in the disturbed areas. The Trail shall be restored to a condition that is acceptable to the Railroad Owner and Trails Bureau.
8. The Contractor shall be responsible for all costs to repair damage to the railroad corridor caused by them.
9. The Permittee must obtain a driveway permit from the NHDOT for access onto NH Route 28 before constructing the new crossing.