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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
OFFICE OF THE COMMISSIONER

172 Pembroke Road, Concord, New Hampshire 03301
Phone: 271-2411 Fax: 271-2629
TDD ACCESS: Relay NH 1-800-735-2964

January 11, 2024

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

REQUESTED ACTION

In accordance with RSA 4:40, the Department of Natural and Cultural Resources (DNCR), Division of Forests and Lands, Bureau of Land Management, respectfully requests permission to amend an existing waterline easement with the Towns of Antrim and Bennington to allow them to improve the water they provide to the communities. The affected State property is a multi-use rail trail known as the Hillsborough Recreation Rail Trail. The proposed amendment will not affect the public use of the trail. Effective upon Governor and Council approval and contingent upon Long Range Capital Planning Committee approval scheduled for January 26, 2024.

EXPLANATION

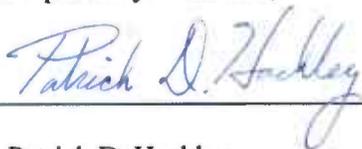
The Division of Forest and Lands, Bureau of Land Management was contacted by Antrim and Bennington. Both towns have requested additional rights to cross under the trail to a new filter facility on Town of Antrim property. The attached amendment would grant them the rights they have deemed necessary to connect the well to the filter facility.

On July 27, 1995, the State of New Hampshire through the Department of Transportation (DOT) granted a waterline easement to the Towns of Antrim and Bennington. At that time DOT was the manager of the property, an old Boston and Maine rail corridor. On June 23, 2009, DOT petitioned Governor and Council to transfer a group of state-owned rail corridors, including the subject property, to the Department of Resources and Economic Development (now the Department of Natural and Cultural Resources) for use as recreation trails.

No state funds are required or expended for this action to occur should you see fit to authorize it.

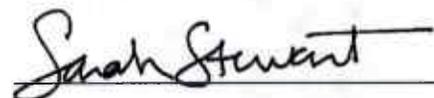
This request is contingent upon approval by the Long-Range Capital Planning and Utilization Committee on January 26, 2024.

Respectfully submitted,



Patrick D. Hackley
Director

Concurred,



Sarah L. Stewart
Commissioner

(15M)



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nhdfl.org

January 10, 2024

The Honorable Mark McConkey, Chairman
Long Range Capital Planning and Utilization Committee
Legislative Office Building, Room 201
Concord, NH 03301

REQUESTED ACTION

1. Pursuant to RSA 4:40, the Department of Natural and Cultural Resources requests approval for the Department to amend an existing easement agreement at no cost to include the Towns of Antrim and Bennington public water supply.
2. Pursuant to RSA 4:40, III-a, the Department requests authorization to waive the \$1,100 administrative fee as the requested easement amendment is for the Towns of Antrim and Bennington public water supply.

EXPLANATION

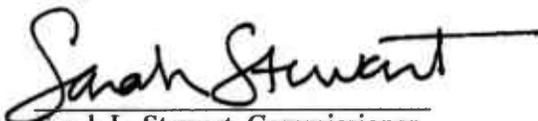
The Division of Forest and Lands, Bureau of Land Management was contacted by Antrim and Bennington. Both towns have requested additional rights to cross under the trail to a new filter facility on Town of Antrim property, and to improve the access to said facility, in the Town of Bennington, County of Hillsborough, State of New Hampshire. The attached amended and restated easement would grant them the rights they have deemed necessary to connect the well to the filter facility.

On July 27, 1995, the State of New Hampshire through the Department of Transportation (DOT) granted a waterline easement to the Towns of Antrim and Bennington. At that time DOT was the manager of the property, an old Boston and Maine rail corridor. On June 23, 2009, DOT petitioned Governor and Council to transfer a group of state-owned rail corridors, including the subject property, to the Department of Resources and Economic Development (now the Department of Natural and Cultural Resources) for use as recreation trails.

This request has been recommended for approval by the Council on Resources and Development at their January 11, 2024 meeting. Copy included.

Thank you for your consideration.

Respectfully submitted,



Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources

(15M)



New Hampshire Council on Resources and Development
NH Office of Planning and Development
100 N Main St., Concord, NH 03301

RECOMMENDATION MEMORANDUM

TO: Sarah L. Stewart, Commissioner
NH Department of Natural and Cultural Resources

FROM: Stephanie N. Verdile, Principal Planner, Staff to CORD
NH Office of Planning and Development

DATE: January 12, 2024

Reference: SLR 2024-002 Antrim/Bennington-
NH Department of Natural and Cultural Resources (DNCR)-Requests an amendment of an existing easement with the Towns of Antrim and Bennington. The expansion is to install a new water line under an existing rail trail to a new water filter facility and improve access to the facility. The expansion would become part of the permanent easement. The property is located off Balch Farm Road in Bennington.

On January 11, 2024, the Council on Resources and Development (CORD) voted to **recommend approval** of the above referenced Surplus Land Review application SLR 2024-002.

Cc: Taylor Caswell, Chair of CORD and Commissioner NH Department of Business and Economic Affairs
Pamela Ellis, Staff to Legislative Long Range Capital Planning and Utilization Committee

Council on Resources and Development
REQUEST FOR SURPLUS LAND REVIEW ACTION

Name of Requesting Agency: Dept of Natural and Cultural Resources

Agency Contact Person: Robert Spoerl
Address: 172 Pembroke Road, Concord, NH, 03301
Phone Number: 603-271-2765
E-Mail: Robert.spoerl@dncr.nh.gov

Applicant Contact Person: _____
Address: _____
Phone Number: _____
E-Mail: _____

Location of Property: Off of Balch Farm Road, Bennington

Acreage:0 0.6 acre

Requested Action: Grant easement for underground waterline

Term of Lease or Easement: Permanent easement

.....

Please complete ALL questions below, submit one digital copy, one hardcopy with original signatures, and three photocopies of the completed application to:

NH Bureau of Economic Affairs
NH Office of Planning & Development
100 North Main St, Suite #100,
Concord, NH 03301
Attn: Stephanie N. Verdile, Principal Planner stephanie.n.verdile@livefree.nh.gov

1. What is the current use of this property?

Portion is trail surface; rest is unmanaged forest

2. What is the proposed use of this property if surplused? Please note if proposed use is intended to create a public benefit.

Intended purpose is to allow for waterlines to be buried leading from well to new filter/treatment facility and improving access to the new facility building.

3. Does the proposed use of this property entail new development? Yes No

a. If yes, is it consistent with adjacent and existing development? Yes No

b. Please describe how the proposed new development differs from or is similar to its surroundings. Also indicate how it may initiate a future change in the use of the property or its surroundings.

The Town of Antrim owns the abutting property and intends to build a new water filtering facility. It is downslope to a development with residential homes.

4. Are there any structures located on this property? Yes No

a. If yes, please describe the structures including how many and what kind?

5. Are there historical architectural or archaeological resources identified on this site?

Yes No

a. If yes, describe the resource(s)?

b. If no, contact the NH Division of Historical Resources prior to application submission.

6. **Is there any existing development or structures on adjacent sites?** Yes No

a. If yes, describe the use and number of structures of adjacent sites.
If no, where is the nearest development? (Describe distance, use, and number)

Residential homes

7. **Does the site represent the entire state property in this location?** Yes No

a. If no, please describe its relationship to the entire state holding (percentage of total acreage, percentage of overall rail length, etc).

This is roughly 240 feet of a 8 mile recreation trail

8. **Is access to this property available?** Yes No

a. If yes, how is the site accessed? (from rail, water, across applicant's property, etc)

Local neighborhood walks down extension from cul-de-sac which is the Town access to their well, and the trail has parking lots and road crossing where the public can access it.

b. If yes, is there a potential for public access interruption? Yes No

9. **Are there water resources related to this property, such as:**
Lakes/Ponds - Yes No **OR Rivers -** Yes No **OR Wetlands -** Yes No?

a. If yes, please indicate the size or extent of such resources.

Wetlands along the westerly side of the trail.

b. If yes, briefly describe how the requirements of RSA 483-B (Shoreland Water Quality Protection Act) apply to potential development of this property:

The planned development has a run-off plan.

c. If yes, briefly describe how any municipal zoning requirements for buffers or setbacks from lakes, rivers or wetlands apply to potential development of this property:

none

d. Is the property within 250 feet of a lake/pond or river/stream? Yes No

e. If lakes or rivers are related to this property, describe current public or private access from the site to the water body? Public Private No Access Available

Description:

f. How would the proposal affect the access opportunities described in e?

None known

10. Please identify any other significant resources or sensitive environmental conditions known to be located on or adjacent to this property.

	Yes (property)	Yes (adjacent property)	No
a. Steep slopes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Wetlands (Prime and NWI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Threatened or endangered species	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Wildlife Action Plan Critical Habitats	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Increased impervious surface	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Potential stormwater flow changes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Agricultural soils of prime, statewide, or local importance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Potential river channel change	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Other special designations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please provide a description for any "yes" responses to question #10.

The area to the east of the trail is steep and sandy which the project will cut down to a lesser slope to improve access to the new building.

The wetlands to the west are in the NWI but are in the project envelope.

The WAP shows the area as "supporting landscape". Map attached.

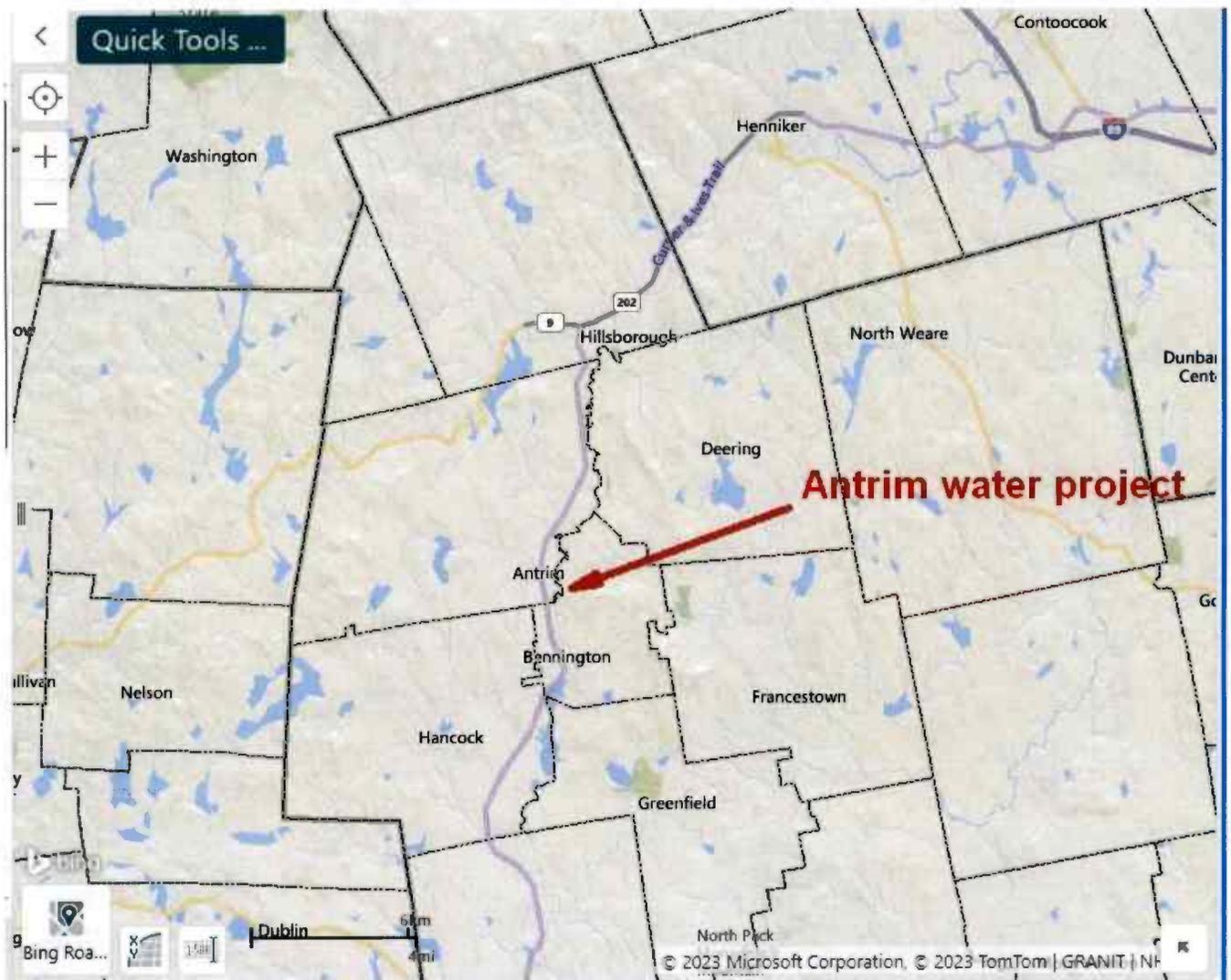
New building on adjacent property will have roof run-off and driveways. Site plans show catch basins

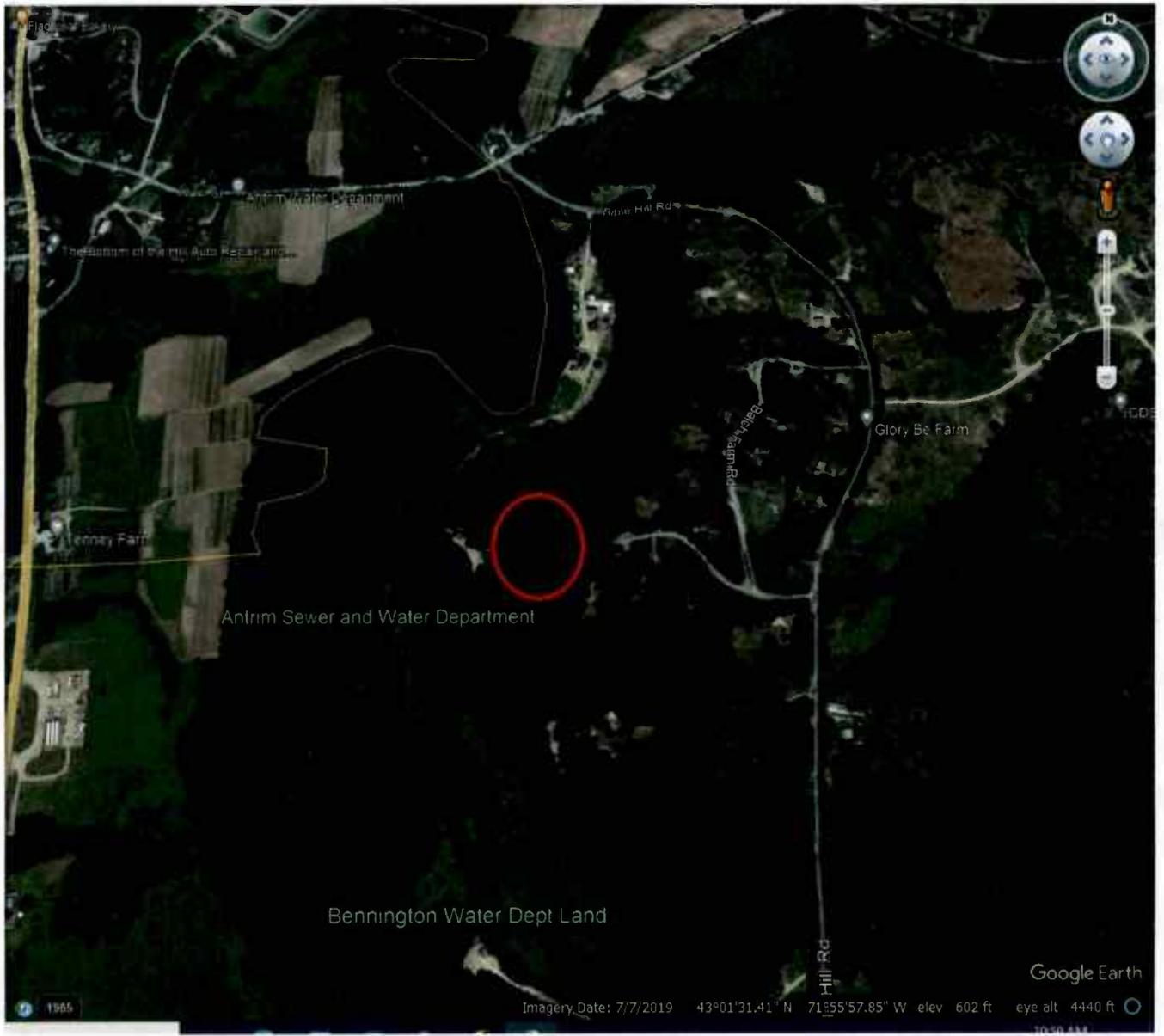
11. Attach photographs and maps of the property. Maps should highlight the requested property location and help to adequately place the property within the town.

- a. Municipal tax map copy showing all abutters
- b. General location map with scale, north arrow, nearby roads, and water bodies/features*
- c. Aerial Photograph*
- d. Any site plans for new or proposed development prepared at the time of application
- e. Maps depicting rail lines, wetlands, conservation lands, rare species and exemplary natural communities, or topographic features are welcome but not required

* Maps can be created with GIS, Google, Mapquest, GRANIT data mapper, or any other readily available mapping service.

Please paste any maps and photographs submitted as part of this application here.





Map by NH GRANIT



Legend

- State
- County
- City/Town
- WAP 2020: Highest Ranked Wild to Habitat
- 1H plus Ranked Habitat in NH
- 2H plus Ranked Habitat in Region
- Supporting Landscape

Map Scale
1:3247



© NH GRANIT, www.granit.org.edu
Map Generated: 12/8/2022

Notes



STATE OF NEW HAMPSHIRE
Inter-Department Communication

DATE: January 16, 2024

FROM: Sheri Phillips
Assistand Attorney General

AT: Department of Justice
Civil Bureau

SUBJECT: Amended and Restated Easement between the State of New Hampshire
Department of Natural and Cultural Resources and the Towns of Antrim and
Bennington

TO: Patrick Hackley, Director
Division of Forests & Lands
Department of Natural and Cultural Resources

The Office of the Attorney General has reviewed the Amended and Restated Easement granting to the Towns of Antrim and Bennington, Hillsborough County, New Hampshire, by the State of New Hampshire, Department of Natural and Cultural Resources, an easement for an additional piece of property located in Hillsborough County, New Hampshire to facilitate moving a pump station out of an existing flood zone. This Amended and Restated Easement is approved as to form and substance only, contingent upon approval by the Long Range Capital Planning and Utilization Committee on January 26, 2024. Following approval by the Long range Capital Planning and Utilization Committee, subsequent approval by Governor and Council and execution, please submit the fully executed Deed to this Office for approval of execution prior to recordation in the Registry of Deeds.



Sheri L. Phillips, Assistant Attorney General
Department of Justice

AMENDED AND RESTATED EASEMENT

KNOW ALL MEN BY THESE PRESENTS

THAT, the State of New Hampshire, by Sarah L. Stewart, Commissioner of the New Hampshire Department of Natural and Cultural Resources, for considerations received, to it in hand before the delivery hereof, well and truly paid by the Towns of Antrim and Bennington, municipal corporations in the County of Hillsborough, State of New Hampshire, does hereby grant to said Towns of Antrim and Bennington, an easement to install, maintain, repair and replace underground waterlines and associated infrastructure to connect the existing municipal water supply to a new filter facility on property of the Town of Antrim. Also granting the right of ingress and egress to and from the premises for any and all purposes necessary or convenient to the exercise by the Grantee and assigns of the rights granted herein. Said premises is located in the Town of Bennington, County of Hillsborough, State of New Hampshire, bounded and described as follows:

A certain tract of land as shown on an amended "Site Plan prepared for TOWN OF BENNINGTON, WATER & SEWER COMMISSIONERS, Bennington, New Hampshire Scale: 1"= 100' April 14, 1995 AMENDED Dec 1, 2023" on file in the records of the State of New Hampshire Department of Natural and Cultural Resources; bounded on the north by lands of the State at Railroad Engineer Station 1158+00 as shown on Railroad Valuation Map V34-08; for a width of 115 feet to station 1160+40; thence narrowing to 66 feet to station 1162+40; thence narrowing to the original 20 foot wide easement bounded on the west by a line 10 feet easterly of and parallel to the westerly edge of the right of way and bounded on the east by remaining land of the State.

The above-described easement is subject to and conditioned upon the performance by the Grantees, their successors and assigns, that these conditions and restrictions listed below are covenants running with the land.

- 1.) The Grantees agree that all work on construction, maintenance, repair and reconstruction of: a pipeline connecting the municipal water supply wells of the Towns of Antrim and Bennington (hereinafter referred to as the facility); and a new pump station in a different location shall be performed at the time and under conditions acceptable to the State.
- 2.) The Grantees agree that they are liable for the cost of all work required to use, maintain, repair and reconstruct said facility. Such liability shall include the cost of all on-site inspectors necessary in the sole judgment of the State.
- 3.) The State, its lessees and assigns shall have the right at any time to lay down, maintain and operate tracks as it may elect at the location herein described provide the State, its lessees and assigns do not unreasonably interfere with the rights herein granted to the Grantee.
- 4.) The Grantees shall in no way interfere with the use of the subject property by the State, its lessees or assigns over the land covered by this easement.
- 5.) The Grantees, their employees, contractors and agents agree to defend, indemnify and hold harmless the State, its lessees, assigns, officers, agents, employees and potential

operating railroad against any and all loss, cost, damage and expense, including damage to the State's property or to the property of others, injury or death to the State's employees or to others, due directly or indirectly in any way to the use, maintenance, installation, removal or existence of this facility. The Grantees further agree that their contractor shall obtain and keep in force during the construction of this facility and to pay the premiums on a policy or policies of insurance covering the following at said facility, designating the State of New Hampshire as additionally insured.

- A.) Contractors' Public and Property Damage Liability:
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate
- B.) Contractors' Protective Private and Property Damage Liability:
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

After satisfactory construction of this facility, the Grantee further agrees to obtain and keep in force for the life of the facility, a policy or policies of insurance covering said facility.

- A.) Bodily Injury and Property Damage Liability:
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

Procurement and delivery to the State of New Hampshire a certificate indicating such insurance acceptable to the State is a condition precedent to the effectiveness of this easement. Nothing contained herein shall be construed as a waiver of sovereign immunity.

6.) The Grantees shall obtain 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 specified covenants contained herein, which shall be posted with the State of New Hampshire Department of Natural and Cultural Resources, Bureau of Trails, prior to the commencement of construction and shall remain in effect for one (1) year following the completion of the facility.

7.) The Grantees agree to protect existing drainage facilities located on the State property and agree to repair or replace as necessary any drainage as a result of the easement herein conveyed.

8.) Unpaved areas disturbed by the use or reconstruction of the facility shall be reshaped to drain freely to the State's satisfaction and, in addition, areas within the easement area by outside the paved area of the road shall be loamed and seeded in accordance with acceptable erosion control practices. The State shall be the sole determining entity in regard to the grading of all reshaped areas.

9.) Notwithstanding this easement, the State retains ownership of the right-of-way, and such track or right-of-way as may hereafter be constructed, operated or utilized by the State or by its lessees or assigns.

10.) The Grantees agree that easement shall be used exclusively by the Grantees, their employees, successors and assigns, business invitees and agents as a pipeline connecting the municipal water supply wells of the Towns of Antrim and Bennington.

11.) The Grantees shall coordinate any and all work within the right-of-way with the New Hampshire Department of Natural and Cultural Resources through its Bureau of Trails, at (603) 271-3254 by giving them advance notice of work to be performed in the easement area so the public can be notified, if necessary, at the determination of the State.

TO HAVE AND TO HOLD said premises to Grantees, the Towns of Antrim and Bennington, their successors and assigns forever for the uses and purposes herein before described.

IN WITNESS WHEREOF, the State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by Sarah L. Stewart, Commissioner of the Department of Natural and Cultural Resources, duly authorized this ____ day of _____, 2024.

Signed, sealed and Delivered

In the presence of:

THE STATE OF NEW HAMPSHIRE

By: _____
Sarah L. Stewart, Commissioner
Department of Natural and Cultural
Resources

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this ____ day of _____, 2023, before me, _____,
the undersigned officer, personally appeared, _____, known to me (or
satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged
that she executed the same in the capacity there stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

Observed Magnetic North April 6, 1995.



Bennington Tax Map 16 Lot 16
Robyn Manley, Deanna Feren
J. S. MacGarvey and L. J. Leas
227 Bible Hill Road
Bennington, NH 03442
5503/616 - 1993

Bennington Tax Map 15 Lot 3
N.H. Dept. of Transportation
P.O. Box 483
Concord, N.H. 03301
5080/1086 - 1989

Bennington Tax Map 16 Lot 13
Town of Bennington
7 School Street
Bennington, NH 03442
1922/235 - 1967
1936/124 - 1967

Town of Bennington
Municipal Water Supply



B.
Roym

Be

TOWN OF ANTRIM WATER & SEWER
PO BOX 517
ANTRIM NH 03440

EASEMENT

Mary Ann Crowell
Register of Deeds, Hillsborough County

KNOW ALL MEN BY THESE PRESENTS

THAT, The State of New Hampshire, by Charles P. O'Leary, Jr., Commissioner of the New Hampshire Department of Transportation, for considerations received, to it in hand before the delivery hereof, well and truly paid by the Towns of Antrim and Bennington, municipal corporations in the County of Hillsborough, State of New Hampshire, does hereby grant to said Towns of Antrim and Bennington, an easement for a pipeline connecting the municipal water supply wells of the Towns of Antrim and Bennington in the Town of Bennington, County of Hillsborough, State of New Hampshire, bounded and described as follows:

A certain twenty (20) foot wide easement for a pipeline connecting the municipal water supply wells of the Towns of Antrim and Bennington and extending in a north south direction; said easement as shown on a plan of "SITE PLAN, Prepared for, THE TOWN OF BENNINGTON, WATER & SEWER COMMISSIONERS, Bennington, New Hampshire, Scale: 1"= 100' April 14, 1995, on file in the records of the State of New Hampshire Department of Transportation, Bureau of Railroads and Public Transportation; bounded on the north by a gravel access road to the Antrim Municipal Water Supply and approximate Railroad Engineering Station 1160+40; bounded on the west by a line ten (10) feet easterly of and parallel with the westerly right-of-way line of the State-owned portion of the Hillsboro Branch and lands now or formerly of Antrim Precinct; Robyn Manley, Deanna Feren, J. S. MacGarvey and L. J. Lass; Town of Bennington; Gladys Newhall; bounded on the south by a gravel access road to the Bennington Municipal Water Supply and approximate Railroad Engineering Station 1181+14; bounded on the east by other land of the Grantor.

The above-described easement is subject to and conditioned upon the performance by the Grantees, their successors and assigns, that these conditions and restrictions listed below are covenants running with the land.

1.) The Grantees agree that all work on construction, maintenance, repair and reconstruction of a pipeline connecting the municipal water supply wells of the Towns of Antrim and Bennington (hereinafter referred to as the facility) shall be performed at the time and under conditions acceptable to the State.

2.) The Grantees agree that they are liable for the cost of all work required to use, maintain, repair and reconstruct said facility. Such liability shall include the cost of all on-site inspectors or necessary in the sole judgment of the State.

3.) The State, its lessees and assigns shall have the right at any time to lay down, maintain and operate tracks as it may elect at the location herein described provided the State, its lessees and assigns do not unreasonably interfere with the rights herein granted to the Grantee.

4.) The Grantees shall in no way interfere with the use of the subject property by the State, its lessees or assigns over the land covered by this easement.

5.) The Grantees, their employees, contractors and agents agree to defend, indemnify and hold harmless the State, its lessees, assigns, officers, agents, employees and potential operating railroad against any and loss, cost, damage and expense, including damage to the State's property or to the property of others, injury or death to the State's employees or to others, due directly or indirectly in any way to the use, maintenance, installation, removal or existence of this facility. The Grantees further agree that their contractor shall obtain and keep in force during the construction of this facility and to pay the premiums on a policy or policies of insurance covering the following at said facility, designating the State of New Hampshire as additionally insured.

A.) Contractors' Public and Property Damage Liability:
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

B.) Contractors' Protective Private and Property Damage Liability:
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

After satisfactory construction of this facility, the Grantee further agrees to obtain and keep in force for the life of the facility, a policy or policies of insurance covering said facility.

A.) Bodily Injury and Property Damage Liability:
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

Procurement and delivery to the State Of New Hampshire a certificate indicating such insurance acceptable to the State is a condition precedent to the effectiveness of this easement. Nothing contained herein shall be construed as a waiver of sovereign immunity.

6.) The Grantees shall obtain 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 specified covenants contained herein, which shall be posted with the State of New Hampshire Department of Transportation, Bureau of Railroads and Public Transportation, prior to the commencement of construction and shall remain in effect for one (1) year following the completion of the facility.

7.) The Grantees agree to protect existing drainage facilities located on the State property and agree to repair or replace as necessary any drainage as a result of the easement herein conveyed.

8.) Unpaved areas disturbed by the use or reconstruction of the facility shall be reshaped to drain freely to the State's satisfaction and, in addition, areas within the easement area by outside the paved area of the road shall be loamed and seeded in accordance with acceptable erosion control practices. The State shall be the sole determining entity in regard to the grading of all reshaped areas.

9.) Notwithstanding this easement, the State retains ownership of the right-of-way, and such track or right-of-way as may hereafter be constructed, operated or utilized by the State or by its lessees or assigns.

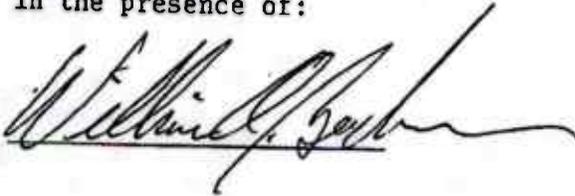
10.) The Grantees agree that easement shall be used exclusively by the Grantees, their employees, successors and assigns, business invitees and agents as a pipeline connecting the municipal water supply wells of the Towns of Antrim and Bennington.

11.) The Grantees shall coordinate any and all work within the right-of-way with the New Hampshire Department of Transportation's Bureau of Railroads and Public Transportation by contacting Bureau personnel at (603) 271-2468 and giving them advanced notice of the work to be performed in construction area so that inspectors can schedule railroad work around their operations.

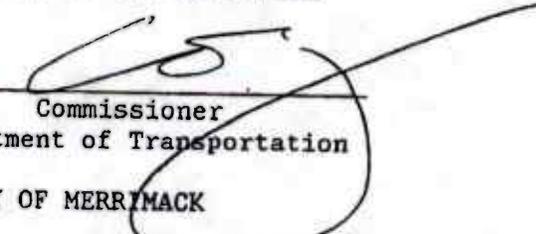
TO HAVE AND TO HOLD said premises to Grantees, the Towns of Antrim and Bennington, their successors and assigns forever for the uses and purposes herein before described.

IN WITNESS WHEREOF, The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by Charles P. O'Leary, Jr., Commissioner of the Department of Transportation, duly authorized this 27th, day of JULY, in the year of our Lord, 1995.

Signed, Sealed and Delivered in the presence of:



THE STATE OF NEW HAMPSHIRE

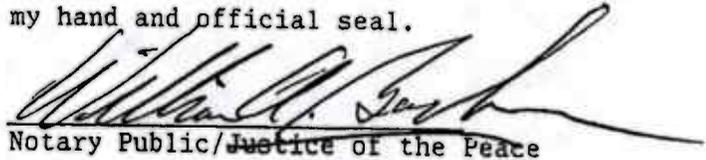
By: 
Commissioner
Department of Transportation

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this 27th day of JULY, 1995, before me, WILLIAM A. BOUDREAU, the undersigned officer, personally appeared, CHARLES P. O'LEARY, JR., know to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity there stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public/Justice of the Peace

WILLIAM A. BOUDREAU, Notary Public
My Commission Expires February 1, 2000