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New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Website: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
Fax: (603) 271-1438
Email: info@wildlife.nh.gov

Scott R. Mason
Executive Director

47

September 13, 2024

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

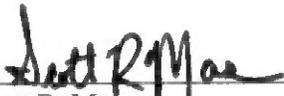
REQUESTED ACTION

Pursuant to RSA 230:44-a, the Fish and Game Department is requesting authorization to enter into a Right-of-Way (ROW) Maintenance and Use Agreement with David Sheehan of 19 Gilbert Street, Lynn, MA 01902 to document the conditions under which a pre-existing deeded ROW across NHFG property in the Town of Columbia will be executed and managed, effective upon Governor and Council approval. There is no funding associated with this request.

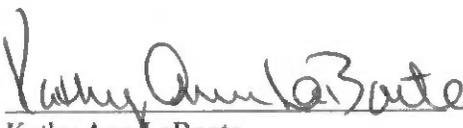
EXPLANATION

The New Hampshire Fish and Game Department (NHFG) has fee ownership of the Fish Pond Public Boat Access Area in the Town of Columbia, as approved by the Governor and Council (Item #43, February 14, 1996), and manages the property as part of the Statewide Public Boat Access Program (RSA 233-A). NHFG acquired the property subject to a pre-existing Right-of-Way for access to an abutting property now owned by David Sheehan. Mr. Sheehan wishes to exercise his ROW and a mutually agreeable location for the ROW was established leaving from the Class III-a access road into the boat ramp parking lot. The "ROW MAINTENANCE AND USE AGREEMENT BETWEEN THE NEW HAMPSHIRE FISH AND GAME DEPARTMENT AND DAVID SHEEHAN REGARDING THE RIGHT-OF-WAY ACROSS THE NH FISH AND GAME BOAT ACCESS AREA ON FISH POND TO THE SHEEHAN PROPERTY (MAP 410 / LOT 10, COLUMBIA, NH) documents the ROW dimensions and conditions under which the ROW will be accessed, used, managed, and maintained. Approval of the Agreement will clarify the rights and obligations of Mr. Sheehan to construct a driveway, access NHFG property, and contribute to maintenance of the access road on State land.

Respectfully submitted,



Scott R. Mason
Executive Director



Kathy Ann LaBonte
Chief, Business Division

Inter-Department Communication

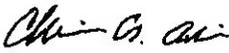
DATE: September 12, 2024

FROM: Christopher G. Aslin **AT (OFFICE)** Department of Justice
Senior Assistant Attorney General Environmental Protection Bureau

SUBJECT: Fish Pond ROW Maintenance and Use Agreement, Town of Columbia

TO: Garret Graaskamp, Coordinator
Statewide Public Boat Access Program
Fish & Game Department

The Office of the Attorney General has reviewed the ROW Maintenance and Use Agreement between NHFG and David Sheehan in connection with the Fish Pond Boat Access Area, and approves the agreement for form and substance only. Please note that once approved by Governor and Council, and signed by all parties, the Agreement should be returned to this office for final review of execution before it is recorded in the appropriate county registry of deeds.



Christopher G. Aslin

**ROW MAINTENANCE AND USE AGREEMENT
BETWEEN THE NEW HAMPSHIRE FISH AND GAME DEPARTMENT AND
DAVID SHEEHAN REGARDING THE RIGHT-OF-WAY ACROSS THE NH FISH AND
GAME BOAT ACCESS AREA ON FISH POND TO THE SHEEHAN PROPERTY (MAP
410 / LOT 10, COLUMBIA, NH)**

WHEREAS, the State of New Hampshire (the State) owns certain land known as the Fish Pond Boat Access Area (BAA) located in the Town of Columbia, New Hampshire, pursuant to a deed recorded in the Coos County Registry of Deeds at Book 855, Pages 001 and 002, which land is under the management and control of the New Hampshire Fish and Game Department (NHFG), with a mailing address of 11 Hazen Drive, Concord, New Hampshire, 03301;

WHEREAS, NHFG maintains a single lane Access Road (Access Road) from Fish Pond Road to a parking lot for boaters using the BAA;

WHEREAS, David Sheehan, with a current permanent address at 19 Gilbert Street, Lynn, MA 01902, owns certain property (Map 410 / Lot 10) located in the Town of Columbia, New Hampshire pursuant to a deed recorded in the Coos County Registry of Deeds at Book 1590, Page 148 (the Sheehan Property), which property abuts the BAA.

WHEREAS, the Sheehan Property is benefitted by a Right-of-Way easement over the BAA (ROW) from Fish Pond Road over the Access Road to the Sheehan Property.

WHEREAS, David Sheehan desires to construct a permanent driveway on the ROW to connect to the Access Road and provide access to his property by vehicle or other methods of ingress and egress; and

WHEREAS, NHFG and David Sheehan (hereafter the "Parties") desire to establish by agreement reasonable procedures for developing the driveway on the BAA, and terms of use of the ROW.

NOW, THEREFORE, NHFG and David Sheehan (for himself and his future Successors and Assigns) enter into this ROW Maintenance and Use Agreement (Use Agreement) to their mutual benefit.

1. The portion of the driveway to be constructed on the BAA shall be established at a location pre-approved by the NHFG such that the distance of the centerline of the driveway is as short as possible and which curtails the cutting of mature trees to the maximum extent possible on the BAA property.
2. All driveway improvements on the BAA, including but not limited to the width of the travel lane of the driveway, side slopes, stormwater drainage infrastructure and an appropriate residence sign, shall be located within a one rod wide (16.5 feet) area.
3. Dave Sheehan shall design the driveway within the ROW at the location agreed upon by NHFG from the existing Access Road to the property line of Lot 9, which lies between

Sheehan Property Initials _____
Date _____

the BAA and the Sheehan Property, and obtain all required town permits and environmental permits from the NH Department of Environmental Services (NHDES) including, but not limited to, a Shoreland Water Quality Protection permit under RSA 483-B.

4. Before any development activity, construction or tree cutting may begin on the BAA, Dave Sheehan shall provide NHFG with a copy of all required permits to document approval by the town and/or NHDES.
5. Dave Sheehan or his Successors and Assigns shall be responsible for all maintenance and repairs of the driveway located on the BAA, and NHFG shall have no responsibilities for maintenance or repairs thereof; provided, however, that all alterations, additions or improvements to the driveway on the BAA shall be approved in writing in advance by the NHFG.
6. Maintenance and Use of the Access Road. The following provisions shall govern the obligations as between the Parties for the maintenance and use of the Access Road:
 - a. NHFG maintains the Access Road for access to the boat ramp during the summer at its own discretion and does not guarantee a minimum level of service of any kind; Dave Sheehan, his invitees, successors and assigns may use the Access Road at their own risk.
 - b. Snow removal from the Access Road will not be provided by NHFG. Dave Sheehan or his Successors and Assigns may conduct snow removal at their own cost.
 - c. Dave Sheehan or his Successors and Assigns shall have the right, with prior notice to NHFG and at their own cost and risk, to conduct maintenance work on the Access Road including, but not limited to, winter plowing. Any such work shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal and State statutes
 - d. Prior to performing any maintenance work on the Access Road, Dave Sheehan or his Successors and Assigns shall contact NHFG in advance and provide a description of the proposed maintenance activities including erosion, stormwater and sediment control measures according to New Hampshire Department of Transportation (NHDOT) standard methods as published in the latest edition of "NHDOT Guidelines For Temporary Erosion and Sediment Control and Stormwater Management" or the NHDOT standard in force at the time of the activity. Any permits required by law or rule, for the proposed maintenance activities shall be obtained by Dave Sheehan or his Successors and Assigns. Any alterations shall not weaken or impair the BAA, substantially lessen its value, or change its usability, or the purposes for which it was acquired.

- e. In no case are Dave Sheehan or his Successors and Assigns authorized to change the existing drainage patterns, travel lane width of the Access Road or disturb vegetation outside of the ROW over BAA property, without pre-approval from NHFG.
 - f. No earth moving work, except with hand tools, shall be conducted on, across or along the Access Road while any road in the Town of Columbia is restricted with a seasonal (i.e., "mud season") load limit, without prior pre-approval from NHFG.
 - g. Dave Sheehan or his Successors and Assigns agree to share the cost of any maintenance work completed by NHFG on the Access Road prorated for only that portion of the Access Road between Fish Pond Road to the far side of the driveway where it meets the Access Road.
 - h. Dave Sheehan or his Successors and Assigns shall ensure, at their sole cost and expense, that any entity performing maintenance work on the Access Road shall maintain comprehensive general liability insurance against claims of bodily injury, death, or property damage occurring on (or claimed to have occurred on), in or about the BAA and caused by, or claimed to have been caused by, the entity conducting such maintenance work, including any negligent acts or omissions. All such insurance shall name the State of New Hampshire, Fish and Game Department as "additionally insured" by certificate for covered claims in limits of not less than One million dollars (\$1,000,000.00) per occurrence and Two million dollars (\$2,000,000.00) aggregate.
7. Public use of the BAA is subject to compliance with all applicable NH Fish and Game administrative rules, and such use shall not be restricted by Dave Sheehan or his Successors and Assigns.
 8. The BAA shall be open 24-hours for the purpose of providing public boat access to the Fish Pond, and any other use thereof for recreational purposes. However, if conditions at the BAA pose a health or safety hazard, and when construction, maintenance, or enforcement activities require, the NHFG may temporarily close the area or any portion of it to public use. NHFG will notify Dave Sheehan or his Successors and Assigns at the address on record in Paragraph 12 below, or as amended per Paragraph 13, of any planned closures and shall make a good faith effort to afford access for Dave Sheehan or his Successors and Assigns to the ROW during any planned closures.
 9. Dave Sheehan or his Successors and Assigns agrees to promptly notify NHFG of any damage or safety issues or defects to the Access Road which may affect the public enjoyment of the BAA or could result in a public safety hazard.
 10. Dave Sheehan or his Successors and Assigns agree to indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, or other claims asserted against the State, its

officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of Dave Sheehan or his Successors and Assigns, including but not limited to negligent, reckless or intentional conduct. This covenant in this paragraph shall survive the termination of this Use Agreement.

11. The Use Agreement shall remain in force and effect unless terminated by either party.
12. All Notices or communications related to this Use Agreement shall be provided to the following contacts at NHFG and Dave Sheehan or his Successors and Assigns:

To NHFG:

NHFG Statewide Boat Access Coordinator
NH Fish and Game Department
11 Hazen Drive
Concord, NH 03301
Phone: 603-271-3421

Dave Sheehan or his Successors and Assigns:

Dave Sheehan
19 Gilbert Street
Lynn, MA 01902

13. Dave Sheehan or his Successors and Assigns shall be responsible for promptly amending the contact information in Paragraph 12 and NHFG shall rely on the contact information recorded at the NHFG office and shall not be responsible for any damages or misdirected correspondence through reliance on the recorded contact information.
14. Any Notice sent by either party hereto to the other party shall be delivered by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Paragraph 12 above, or as amended per Paragraph 13. General day-to-day-communication between the State and Dave Sheehan or his Successors and Assigns may be done through electronic means.
15. All obligations of NHFG hereunder are contingent upon the availability and continued appropriation of funds. NHFG shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
16. This Use Agreement may be amended by an instrument in writing signed by both parties, effective upon approval by the New Hampshire Governor and Executive Counsel.
17. This Use Agreement shall be construed in accordance with the laws of the State of New Hampshire.

18. The parties hereto do not intend to benefit any third parties and this Use Agreement shall not be construed to confer any such benefit.
19. In the event any of the provisions of this Use Agreement are held to be contrary to any state or federal law, the remaining provisions of this Use Agreement will remain in full force and effect.
20. This Use Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Use Agreement and understandings between the parties, and supersedes all prior Use Agreements and understandings relating hereto.
21. Nothing herein shall be construed as a waiver of the State of New Hampshire's sovereign immunity, such immunity being hereby specifically reserved.
22. The Effective Date of this Use Agreement shall be the date of the approval by the New Hampshire Governor and Executive Council.

New Hampshire Fish and Game Department:

By: _____ (date) _____
Scott R. Mason
Executive Director

Sheehan Property:

By: _____ (date) _____
David Sheehan

Approval by Attorney General as to Form, Substance and Execution:

By: _____ (date) _____
Christopher G. Aslin
Senior Assistant Attorney General

Approved by Governor and Council on _____ as Item # _____

APPROVED

G&C

2/14/96 #43

JACK BOWYER



State of New Hampshire
Fish and Game Department

2 Hazen Drive, Concord, NH 03301
TDD Access: Relay NH 1-800-735-2964
(603) 271-3421

January 29, 1996

RECEIVED

FEB 14 1996

ACCESS & ENGINEERING
DIVISION

James J. DiStefano
Executive Director

His Excellency Stephen Merrill
and Members of the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

1. Authorize the New Hampshire Fish and Game Department to purchase, by Warranty Deed, 1.4 acres of land fronting Fish Pond, Columbia, New Hampshire, from David M. and Julie J. Brunault.
2. Authorize the Comptroller to encumber the amount of \$45,000.00 from the following Fish and Game appropriation account/object code:

020-075-2117-090-0308

\$45,000.00

Explanation

Changes in land use patterns have resulted in a significant loss of water access opportunities for the public. In response to this situation, the New Hampshire Fish and Game Department has placed a high priority on the acquisition of lands fronting the State's "public waters".

This 1.4 acre tract, which includes an access road, parking area and gravel ramp, was appraised by Goddard & Associates Appraisers of Berlin, New Hampshire, and determined to have a fair market value of \$65,000.00. Mr. and Mrs. Brunault are willing to accept \$45,000.00, resulting in a \$20,000.00 in-kind contribution to the State of New Hampshire.

Acquisition of this tract is in accordance with the New Hampshire Fish and Game Commission's "Resolution on Statewide Public Access", and it meets with the policies contained within the Public Access Plan for New Hampshire's Lakes, Ponds and Rivers. The Office of the Attorney General has approved this acquisition, pursuant to RSA 212:7.

Respectfully submitted,

James J. DiStefano

James J. DiStefano
Executive Director

Richard N. Cunningham
Richard N. Cunningham
Business Administrator

JSD/WTC/wtc
Attachments

Wild
Discover New Hampshire

MAY 3 1995

OPTION AGREEMENT
STATEWIDE PUBLIC ACCESS PROGRAM
BETWEEN
NEW HAMPSHIRE FISH AND GAME DEPARTMENT
AND
DAVID M. and Julie J. Brunault
LANDOWNER

THIS AGREEMENT entered into this 27 day of April, 1995, between the New Hampshire Fish and Game Department, hereinafter called the "STATE", acting by and through its Executive Director and David M. and Julie J. Brunault, hereinafter called the "SELLER".

WITNESSETH, that for consideration paid by the STATE, the SELLER hereby gives and grants to the STATE the exclusive option, right and privilege of purchasing ALL THAT TRACT OR PARCEL OF LAND with improvements thereon situated in the Town of Columbia, County of Coos, State of New Hampshire, briefly described as:

A FEE SIMPLE INTEREST to approximately 1.5 acres of land abutting on Fish Pond which is believed to be bounded on the west, 385 feet, more or less, by Fish Pond Road, bounded on the north by the outflow brook of Fish Pond and the southerly end of the Fish Pond Dam which is currently owned and maintained by the STATE, bounded on the northeast, 116 feet, more or less, by Fish Pond, and bounded easterly and southerly by land now or formerly owned by Wayne A. Jr. and Joyce B. Holden. This property is further identified by improvements thereon in the form of an existing private dirt road leading to a small gravel parking area and gravel boat ramp to said Fish Pond.

The purchase price to be paid for such fee simple interest shall be \$45,000.00. Said purchase price being derived from an independent fee appraisal dated December 23, 1994, performed by Goddard and Associates Appraisers of 154 High Street, Berlin, NH, whereby the fair market value was determined to be \$65,000.00; and the SELLER thereby agrees to donate 31% (\$20,000.00) of fair market value. The SELLER further agrees that the aforementioned fair market value and subsequent donation value are subject to the approval of the appraisal report by the Division of Realty, Office of Federal Assistance, United States Fish and Wildlife Service. Any such donation by the SELLER shall be done in accordance with Internal Revenue Code Section 170.

NOTICE OF ELECTION TO PURCHASE hereunder shall be given by the STATE in writing, by certified mail, addressed to the SELLER, at P.O. Box 315, Colebrook, NH, 03576, on or before August 31, 1995.

SELLER agrees that the STATE and its Public shall have free and unfettered access over and across the subject property until such time that the STATE purchases the land or, until the STATE elects not to purchase, by the date prescribed above.

IN CONSIDERATION the STATE shall provide a chain of title, abstract, boundary survey, and Level I hazardous waste assessment when applicable, and/or any other associated activities necessary for the successful completion of the acquisition.

STATE shall have the right to terminate this agreement at any time it deems appropriate as the result of information verified during title work, boundary survey and/or the hazardous waste assessment, which would render the parcel unacceptable for the purposes intended herein.

SELLER shall convey said premises to STATE in fee simple, free and clear of all liens, rights of dower or other encumbrances (unless herein otherwise specified) by a good and sufficient deed of conveyance, in the usual form of warranty deed, except that if the SELLER conveys as executor, trustee, administrator or guardian, or in any trust capacity, the usual deed given in such cases shall be accepted. In the event the SELLER fails to convey the property at the mutually agreed upon date, the SELLER agrees to reimburse the STATE for the costs incurred or borne by the STATE in providing a chain of title, abstract, boundary survey, Level I hazardous waste assessment, and any other associated activities.

SELLER shall convey to STATE marketable title and insurable title (without standards or special exceptions) to said premises.

TITLE SHALL CLOSE and deed shall be delivered at a date mutually agreed upon by the parties hereto with said date occurring on or before June 31, 1996.

STATE is to have possession of the premises on the day of transfer of title.

PROPERTY TAXES shall be adjusted pro rata to the day of the transfer of title.

ACQUISITION shall be accomplished in accordance with RSA 212, and New Hampshire Fish and Game Department Land Acquisition Policy and Procedures.

This AGREEMENT is binding on SELLERS, heirs, successors, or assigns.

SELLER(S) are licensed New Hampshire salespersons.

ACQUISITION is subject to approval by Governor and Executive Council.

IN WITNESS WHEREOF, this Agreement has been duly authorized by the parties hereto as of the date first above written.

SELLER

Helene L. Dionne
Witness
Notary

David M. Brunault
David M. Brunault

Helene L. Dionne
Witness
Notary 04-30-95

Julie J. Brunault
Julie J. Brunault

Sept 16, 1998

NEW HAMPSHIRE FISH AND GAME
DEPARTMENT

Judith A. Krasin
Witness

James J. DiStefano
James J. DiStefano
Executive Director

Approved as to form, substance and execution by the Office of Attorney General.

July 10, 1995
Date

Leslie J. Ludtke
Leslie J. Ludtke
Senior Assistant Attorney
General

SUMMARY OF SALIENT FEATURES

Subject Address	Fish Pond Road
Legal Description	Metes & Bounds description per copy affixed Warra
City	Columbia
County	Coccs
State	N.H.
Zip Code	03576
Census Tract	Not Avl
Map Reference	M-418 L-7

Sale Price	\$ Not Appl.
Date of Sale	12/23/94

Borrower / Client	David M. Brunault
Lender	David M. Brunault

Size (Square Feet)	60,985
Price per Square Foot	\$ N/A
Location	Good/Rural
Age	N/A
Condition	N/A
Total Rooms	N/A
Bedrooms	N/A
Baths	N/A

Appraiser	Robert J. Goddard NRCR-200
Date of Appraised Value	12/23/94

Final Estimate of Value	\$ 65,000
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WARRANTY DEED

We, David M. Brunault and Julie J. Brunault, of P.O. Box 315, Colebrook, NH, 03576, (hereinafter referred to as the "GRANTOR"), for \$45,000 paid, grant to the State of New Hampshire, acting through the Fish and Game Department, of 2 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire 03301, (hereinafter referred to as the "GRANTEE"), with WARRANTY COVENANTS, all our right, title and interest in and to a certain tract or parcel of land, with any improvements thereon, as shown on a plan entitled "Boundary Plan of Tax Map #410, Lot #7, Fish Pond Road and Fish Pond, Columbia, Coos County, New Hampshire" by the New Hampshire Fish and Game Department, dated September 1, 1995, and recorded as Plan # 807, Coos County Registry of Deeds and bounded and described as follows:

Beginning at a 1/2" by 15" iron pipe at the easterly sideline of Fish Pond Road (class V), said iron pipe marks the northwesterly corner of land now owned by Wayne A. Jr. and Joyce B. Holden and marks the southwesterly corner of the property being hereby conveyed;

Thence N 68°-07'-59" E, 156.39 feet, more or less, by land of said Holden to a 1/2" by 4" iron pipe, said iron pipe marks the southwest corner of other land of said Holden;

Thence N 22°-59'-21" E, 126.79 feet, more or less, by land of said Holden to a 2" by 3" iron pipe set near the normal high water line of Fish Pond, said course and distance being a boundary line agreement between said Holden and the GRANTOR;

Thence continuing on the same course and said agreed-to boundary line, 7 feet, more or less, by land of said Holden to the normal high water line of Fish Pond;

Thence northerly and westerly, 136 feet, more or less, by the normal high water line of Fish Pond to the center of the beginning of Fish Pond Brook - marked by the center of Fish Pond Dam (owned and controlled by the GRANTEE);

Thence N 74°-50'-55" W, 113.66 feet, more or less, by the center of Fish Pond Brook to an angle point;

Thence N 67°-45'-32" W, 117.03 feet, more or less, by the center of Fish Pond Brook to a point on the sideline of Fish Pond Road, said point marked by the easterly end of a 48" corrugated metal pipe;

Thence S 07°-44'-48" E, 382.77 feet, more or less, along the easterly sideline of Fish Pond Road to the point of beginning, said parcel containing 1.4 acres.

MEANING AND INTENDING: To describe and convey all that property conveyed to the GRANTOR by Paul L. Nugent on April 19, 1994 by two (2) Warranty Deeds recorded in the Coos County Registry of Deeds, Volume 826, Page 320 and Volume 826, Page 822.

SUBJECT TO: Said Boundary Line Agreement between this GRANTOR and Wayne A. Jr. and Joyce B. Holden, dated September 7, 1995 and recorded in Volume 848, Page 317, at the Coos County Registry of Deeds.

AND SUBJECT TO AND CONVEYING THE BENEFIT OF: A right-of-way easement, depicted on said boundary plan as an existing 12 foot wide gravel road leading from Fish Pond Road to Fish Pond, reserved to Wayne A. Jr. and Joyce B. Holden, (current owners of Tax Lot #410-9) and Ralph and Linda Wilson, and Daniel J. Reynolds (current owners of Tax Lot #410-10).

This transfer is exempt from tax under the provisions of RSA 78-B:2(I) and N.H. Admin. Rules, Rev. 802.12.

Real property taxes assessed for the tax year beginning April 1, 1995, shall be prorated between the parties as of the date of delivery of the deed.

EXECUTED this _____ day of _____, 1996.

David M. Brunault

Julie J. Brunault

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by David M. Brunault and Julie J. Brunault.

Justice of the Peace/Notary Public
My Commission Expires: _____

Approved as to form and substance by the Office of Attorney General.

1-24-96
DATE


Leslie J. Ludtke, Esq.
Senior Assistant Attorney General

XIII C

STATE OF NEW HAMPSHIRE

INTER-DEPARTMENT COMMUNICATION

DATE January 24, 1996

FROM Leslie J. Ludtke *LJL* AT (OFFICE) Attorney General
Senior Assistant Attorney General Environmental Protection Bureau

SUBJECT FISH POND ACQUISITION, COLUMBIA

TO Nancy L. Girard, Esquire
Legal Coordinator
Fish and Game Department

RECEIVED

JAN 25 1996

LEGAL COUNSEL OFFICE
RECEIVED

JAN 26 1996

ACCESS & ENGINEERING
DIVISION

Pursuant to RSA 212:7, I have reviewed and approve the abstract of title, chain of title, and Warranty Deed for the Fish Pond acquisition in Columbia, New Hampshire.

LJL/sed
Enclosure