



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

December 7, 2023

Taylor Caswell, Commissioner  
Business and Economic Affairs  
100 North Main Street, Suite 100  
Concord, NH 03301

RE: Easement amendment on State Land in Bennington, NH, (Hillsborough Recreation Trail).

Dear Commissioner Caswell,

The Department of Natural and Cultural Resources is seeking CORD approval to grant an amendment expanding the area of an existing easement involving the Towns of Antrim and Bennington. 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.

Please submit this proposal to the Council on Resources and Development (CORD) for review at its next meeting. If you have any questions, please contact Bob Spoerl at (603) 271-2765.

Sincerely,

A handwritten signature in blue ink that reads "Sarah L. Stewart".

Sarah L. Stewart, Commissioner

**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@dnrc.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](mailto: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.

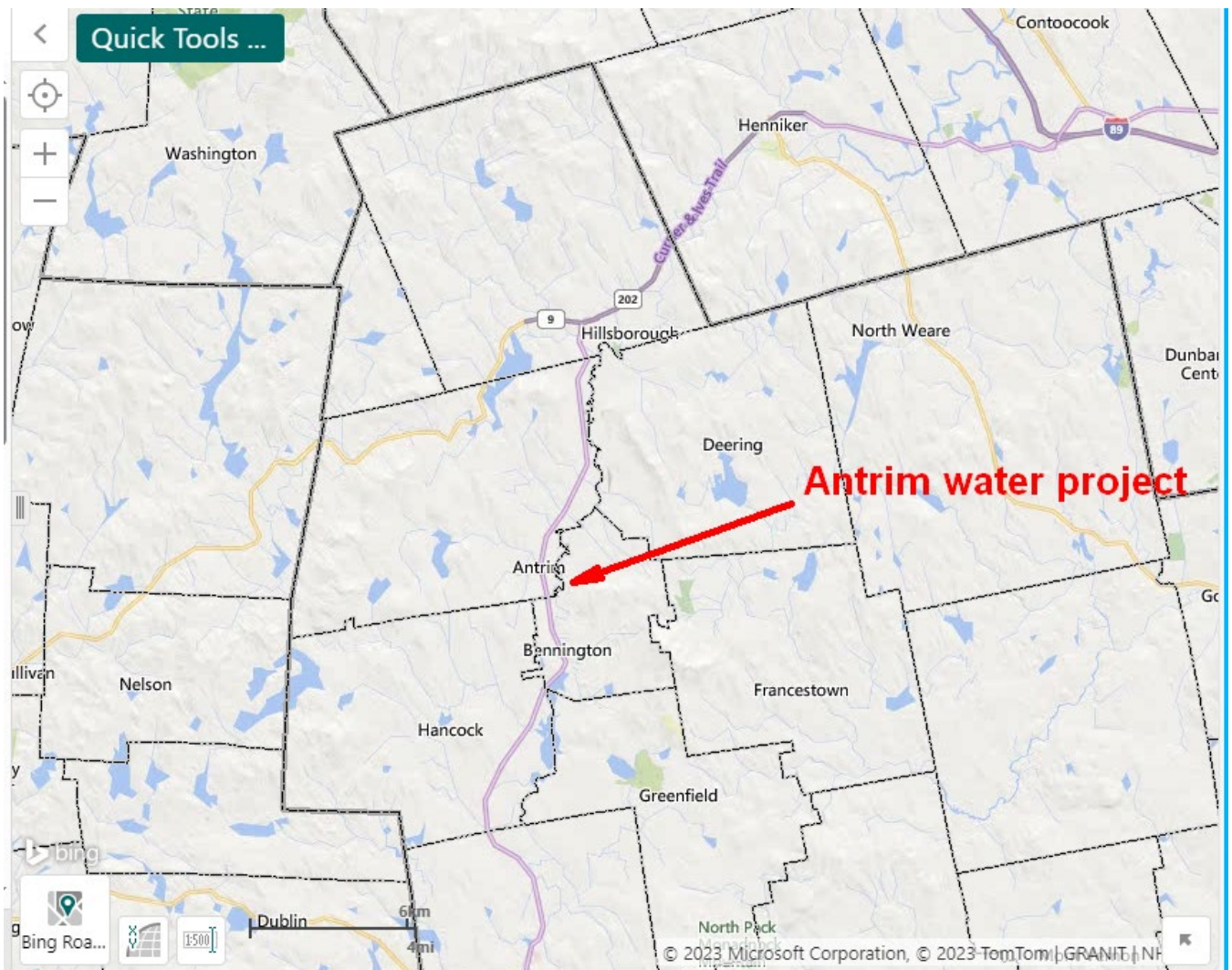
New building on adjacent property will have roof run-off and driveways. Site plans show catch basins

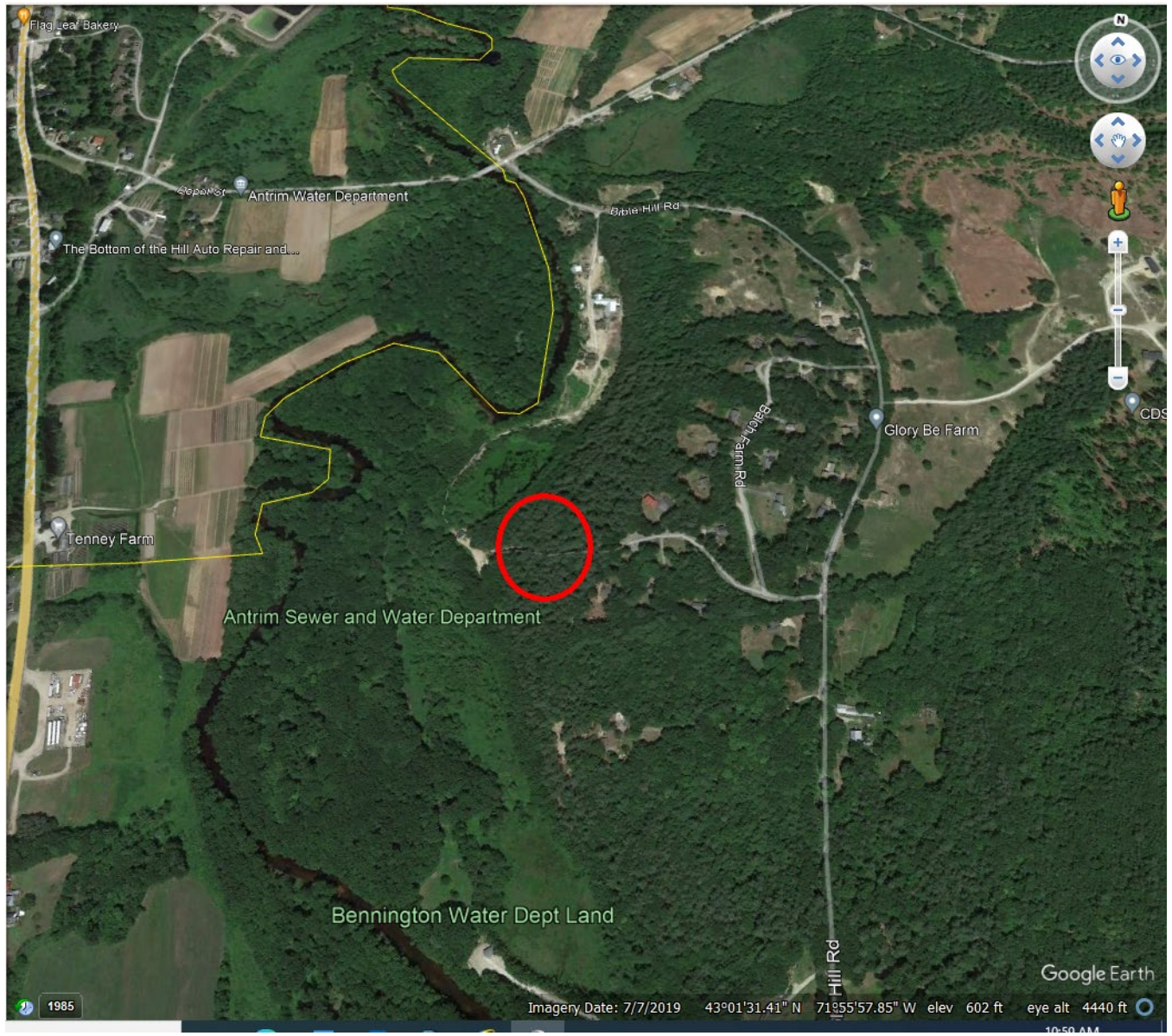
**11. Attach photographs and maps of the property. Maps should highlight the requested property location and help to adequately place the property within the town.**

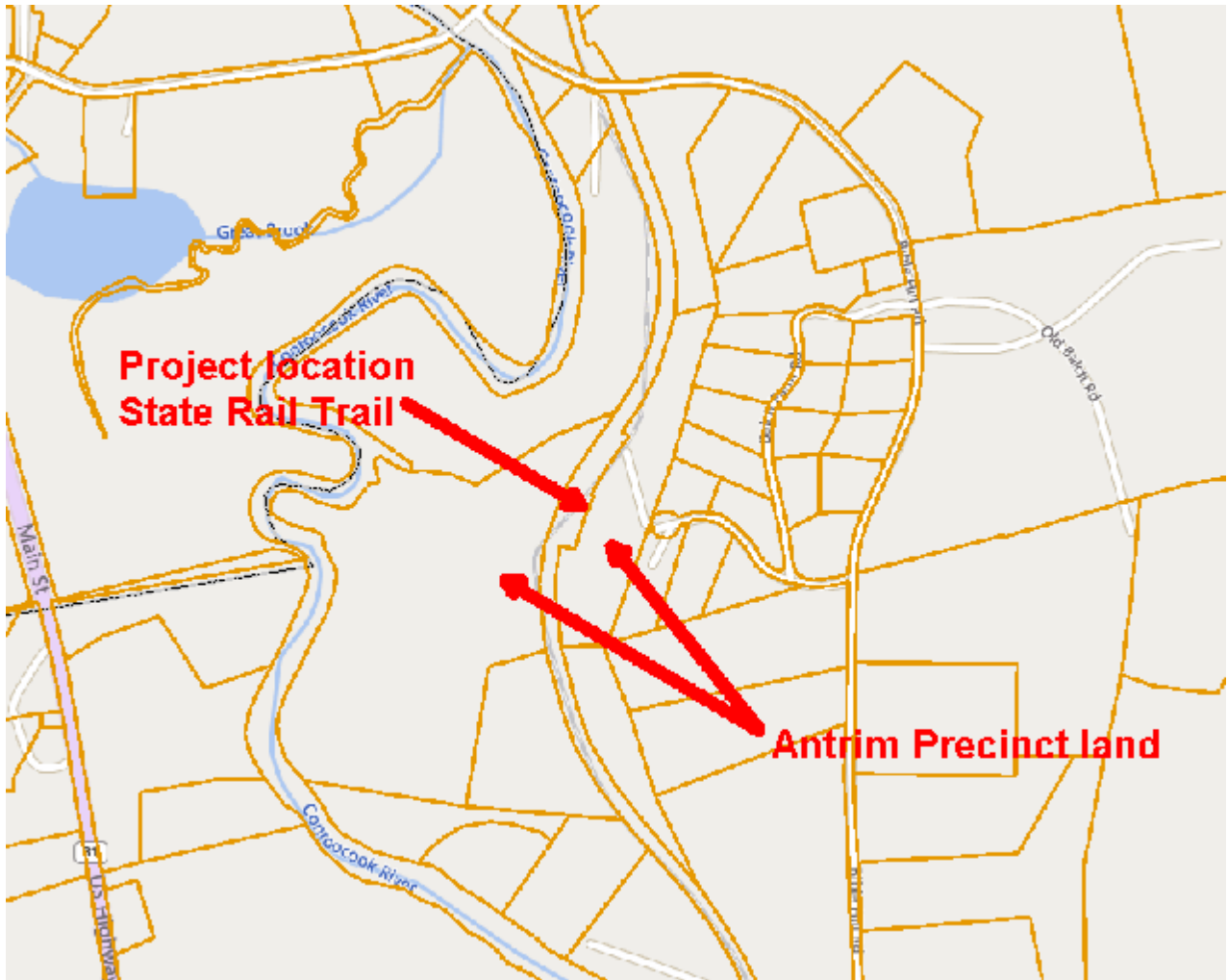
- a. Municipal tax map copy showing all abutters
- b. General location map with scale, north arrow, nearby roads, and water bodies/features\*
- c. Aerial Photograph\*
- d. Any site plans for new or proposed development prepared at the time of application
- e. Maps depicting rail lines, wetlands, conservation 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.

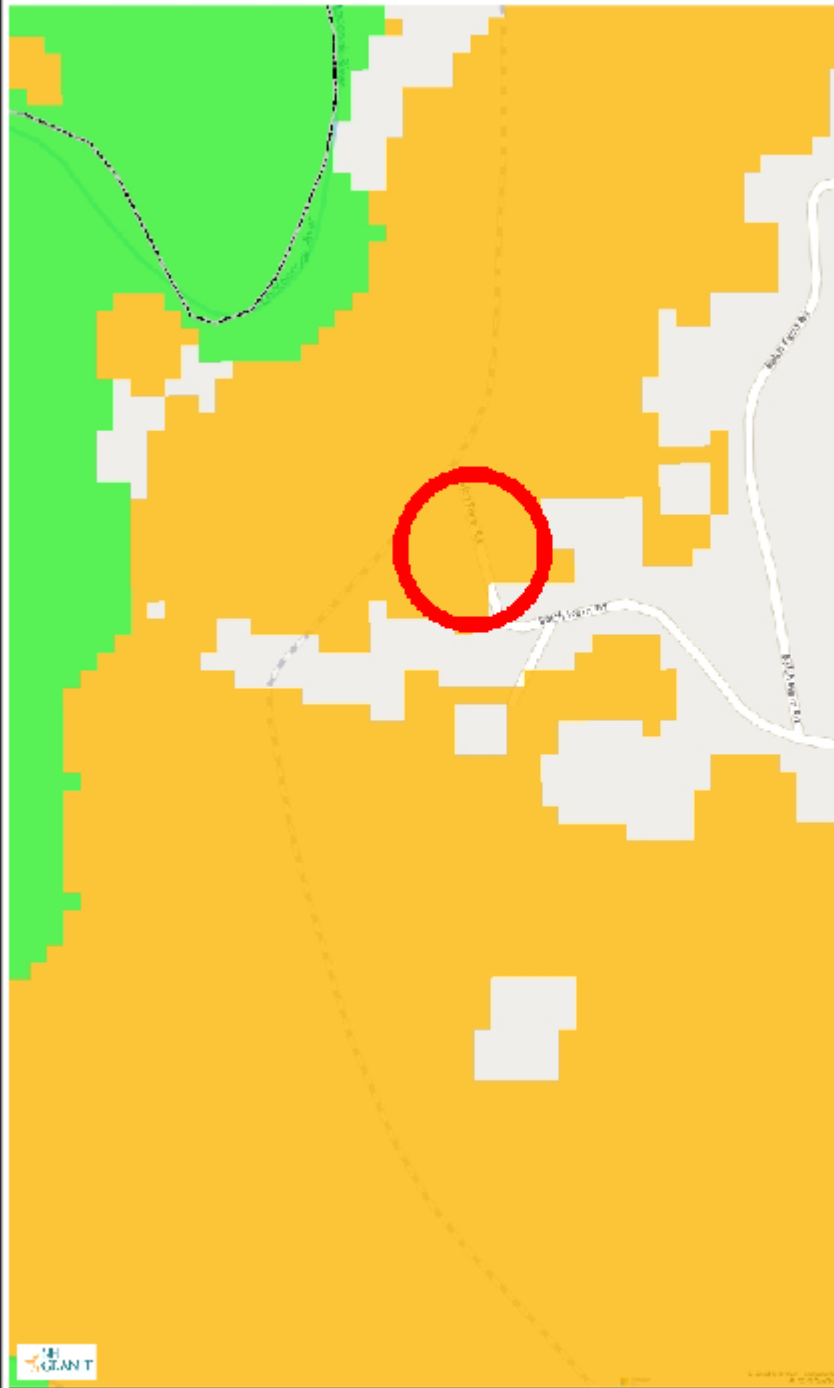
*Please paste any maps and photographs submitted as part of this application here.*







# Map by NH GRANIT



## Legend

- State
- County
- City/Town
- WAP 2020: Highest Ranked Wildlife Habitat
  - 1H highest Ranked Habitat in NH
  - 2H highest Ranked Habitat in Region
  - 3 Supporting Landscape

## Map Scale

1: 3,217



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Map Generated: 1/25/2023

## Notes





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 or 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 \_\_\_\_\_, 2023.

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