



State of New Hampshire  
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES  
 OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301  
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 TDD Access: Relay NH 1-800-735-2964  
 dncr.nh.gov



Y8

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May 28, 2024

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

**REQUESTED ACTION**

Pursuant to RSA 4:29, authorize the Department of Natural and Cultural Resources (DNCR), to acquire fee title to 0.11 acres in the Town of Gorham, New Hampshire from the Gorham Land Company (VC #434326), Gorham, NH which offered the property for the value of the survey, \$3,982.50 plus attorney and closing fees, not to exceed \$5,000, effective upon Governor and Council approval. 100% Other Funds (Agency Income).

Funding is available in account, Trail Acquisition, as follows:

	<u>FY 2024</u>
03-035-035-351515-35620000-033-509033 – Land Acquisitions and Easement	\$5,000

**EXPLANATION**

The State of New Hampshire (State) owns the former Boston and Maine, Berlin Branch, a rail corridor now known as the Presidential Rail Trail in Gorham. The NH Department of Transportation (NH DOT) transferred management of the trail to the DNCR in March of 2010. To provide access to the trail the State built a parking lot in an area on Route 2 where the two corridors (highway and rail) came together.

Gorham Land Company recently had lands they owned surveyed including a parcel on the west side of the parking lot. That attached survey shows the State driveway to be located on Gorham Land Company Land. The Gorham Land Co. has offered to sell the State the parcel to clear up this encroachment.

Attached is an executed Purchase and Sales Agreement approved as to form and substance by the Department of Justice (DOJ), and an environmental assessment executive summary which indicates no remediation action is necessary. Final closing, upon approval, shall be subject to the terms of the purchase and sales agreement and final approval of the warranty deed as to execution by the DOJ.

Respectfully submitted,

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Sarah L. Stewart  
 Commissioner

**STATE OF NEW HAMPSHIRE**

**Inter-Department Communication**

**DATE:** May 28, 2024

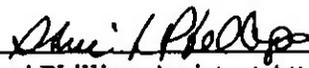
**FROM:** Sheri Phillips, Assistant Attorney General  
New Hampshire Department of Justice

**SUBJECT:** Warranty Deed Transferring Land from Gorham Land Company, a New Hampshire Limited Partnership to the State of New Hampshire, Department of Natural and Cultural Resources

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

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The Office of the Attorney General has reviewed the attached Warranty Deed related documents pertaining to a parcel of land ("Property") currently owned by Gorham Land Company ("Seller") and identified in the Warranty Deed as being 0.11 +/- acres located on the North side of NH Route 2, abutting the state-owned rail trail known as the Presidential Rail Trail, in the Town of Gorham, Coos County, New Hampshire. The Warranty Deed was reviewed and is approved as to form and substance only. Following approval by the Governor and Executive 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 Phillips, Assistant Attorney General  
Office of Attorney General, Department of Justice

## PURCHASE AND SALE AGREEMENT

**PURCHASE AND SALE AGREEMENT** made as of this 13th day of May, 2024, by and between Gorham Land Company, PO BOX 278, Gorham, NH, 03581 ("SELLER") and the State of New Hampshire, through its Department of Natural and Cultural Resources, of 172 Pembroke Road, Concord, New Hampshire 03301 ("BUYER"). This Purchase and Sale Agreement between the Seller and Buyer is hereinafter referred to as the "Agreement." The terms and conditions of the Agreement are set forth below:

1. **PROPERTY:** The property to be conveyed is a certain tract or parcel of approximately 0.11 +/- acres of land, identified on the Town of Gorham Tax Maps as Map U19, Lot 25 ("the PROPERTY"), currently owned by Gorham Land Company which is located on the north side of NH Route 2, and abutting the state-owned rail trail known as the Presidential Rail Trail. The access driveway to the state-owned parking lot crosses this property as shown on a plan by York Land Services, LLC titled "Plat of Property Survey for Gorham Land Company, Tax Map U-19, Lot 25, Part of Gorham Lot 103, US Route 2, Gorham, New Hampshire" and dated July 19, 2022. Said plan is recorded in the Coos County Registry of Deeds as plan #2434. The SELLER'S source of title is recorded at the Coos County Registry of Deeds at Book 720, Page 14.
2. **PURCHASE PRICE:** Gorham Land Company offered the property to the State for the value of the survey, \$3,982.50, plus attorney and closing fees for a total not to exceed \$5000.00. The SELLER hereby agrees to sell, and the BUYER hereby agrees to purchase the Property at the purchase price ("PURCHASE PRICE") not to exceed \$5000.00 to be paid by the BUYER to the SELLER by a State of New Hampshire Treasurer's check at the closing.
3. **TITLE AND DEED:** The SELLER shall convey the PROPERTY to the BUYER by warranty deed, conveying good and clear record and marketable title thereto, free and clear from all liens and encumbrances and any environmental conditions.
4. **CLOSING:** At the closing, a warranty deed shall be delivered, and exclusive possession shall be given to the BUYER, and the BUYER shall tender the Purchase Price to the SELLER. The date, time and location of the closing shall be mutually agreed to by the SELLER and the BUYER.
5. **REAL PROPERTY AND TRANSFER TAXES:** The BUYER is exempt from the real estate transfer tax under RSA 78-B and the SELLER is responsible for payment of property taxes for the current tax year.
6. **EXAMINATION OF TITLE AND ENVIRONMENTAL ASSESSMENT:** If the BUYER desires an examination of title or environmental assessment, it shall bear the cost therefor.
  - a. **TITLE:** If, upon examination of title it is found that the title is not marketable, the SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agree to in writing) to remedy such defect. Should the SELLER be unable to provide marketable title within the 30 days, the BUYER may rescind this agreement at the BUYER'S sole option and all parties are released from any further obligations. The SELLER hereby agrees to make a good faith effort to correct the title defect within the 30-day period once notification of such defect is received.

- b. If, upon examination of environmental assessment, it is found environmental issues detrimental to the BUYER exist, this Agreement may be rescinded at the option of the BUYER.
7. **HAZARDOUS MATERIALS** ; The SELLER affirms that to the best of SELLER's knowledge, the property is free and clear of all hazardous and regulated substances that require remediation under State and Federal law.
  8. **CONDITIONS PRECEDENT**: The SELLER understands that the BUYER must secure the approval to purchase the PROPERTY from the Legislative Fiscal Committee, and the Governor and Executive Council prior to the closing. If the BUYER perceives any time before closing that it will need additional time in order to complete any necessary approval process, it shall notify the SELLER in writing of the remaining approvals necessary and the expected time frame in which such approvals can be reasonably obtained. The SELLER shall grant all reasonable requests for extensions of time by the BUYER.
  9. **RISK OF LOSS**: Risk of loss relative to any damage or loss to the PROPERTY shall be on the SELLER until closing. In case of loss, any sums recoverable from insurance shall be paid or assigned at the Closing to the BUYER.
  10. **TIME**: Time is of the essence for all dates and time periods in the Agreement.
  11. **DEFAULT**: If either party defaults hereunder, then the other party shall have available to it all rights provided under law and in equity.
  12. **NOTICES**: All notices shall be sent to the parties at their addresses set forth above. Any press release regarding this transaction shall be first approved by the SELLER.
  13. **MERGER**: All representations, statements and agreements made by and between the BUYER and the SELLER are merged in the Agreement which alone fully and completely expresses their respective rights and obligations.
  14. **SEVERABILITY**: If any terms of this Agreement or the application thereof to a person or circumstance shall at any time or to any extent be deemed invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected.
  15. **GOVERNING LAW**: The AGREEMENT is made in accordance with New Hampshire law and shall be interpreted, governed and enforced under New Hampshire law. This Agreement may not be canceled, modified or amended except by written instrument executed by both parties. The provisions, covenants, and agreements herein contained will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns.
  16. **COUNTERPARTS**: The AGREEMENT may be executed in two (2) or more counterparts, all of which shall constitute but one (1) Agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

17. It is acknowledged and agreed between the parties hereto that no broker is involved in this transaction.

**Signature page follows.**

IN WITNESS WHEREOF the parties have caused this instrument to be executed this 13 day of May ~~2023~~ 2024

**SELLER**  
Gorham Land Company

Razon B. [Signature]

Witness

By: [Signature] 5/13/24

Tobey Reichert  
Duly appointed by Gorham Land Co.

Date

**BUYER**  
State of New Hampshire

Sarah Stewart 5/28/24

Sarah L. Stewart  
Commissioner  
Department of Natural and Cultural Resources

Date

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

\_\_\_\_\_  
Attorney Date



**Site of Gorham Parking Lot**



**PHASE I ENVIRONMENTAL SITE ASSESSMENT  
UNDEVELOPED LAND PARCEL  
0 LANCASTER ROAD (TAX MAP U19, LOT 25)  
GORHAM, NEW HAMPSHIRE**

New Hampshire Department of Natural & Cultural Resources  
Division of Parks and Recreation – Bureau of Trails  
January 2024





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34 SCHOOL STREET • LITTLETON, NH 03561 • PHONE 603-444-4111 • FAX 603-444-1343 • [www.horizonsengineering.com](http://www.horizonsengineering.com)

**PHASE I ENVIRONMENTAL SITE ASSESSMENT  
FOR  
UNDEVELOPED LAND PARCEL  
0 LANCASTER ROAD (TAX MAP U19, LOT 25)  
GORHAM, NEW HAMPSHIRE**

**January 30, 2024**

**Prepared For:**  
**New Hampshire Department of Natural & Cultural Resources**  
**Division of Parks and Recreation – Bureau of Trails**  
**Attn: Alexis Rudko – Deputy Chief**  
**172 Pembroke Road**  
**Concord, New Hampshire 03301**  
**[Alexis.M.Rudko@dncr.nh.gov](mailto:Alexis.M.Rudko@dncr.nh.gov)**  
**Phone: (603) 271-3254**

**Prepared by:**  
**Horizons Engineering, Inc.**  
**34 School Street**  
**Littleton, New Hampshire 03561**  
**Contact: Valerie J. Carr**  
**[vcarr@horizonsengineering.com](mailto:vcarr@horizonsengineering.com)**  
**(603) 444-4111**

**Project No. 231035**  
**Horizons Engineering, Inc.**

**Horizons Engineering, Inc.**

**MAINE • NEW HAMPSHIRE • VERMONT**



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Project No. 231035  
January 30, 2024

Ms. Alexis Rudko – Deputy Chief  
New Hampshire Department of Natural & Cultural Resources  
Division of Parks and Recreation – Bureau of Trails  
172 Pembroke Road  
Concord, New Hampshire 03301

**Subject: Phase I Environmental Site Assessment – Undeveloped Land Parcel  
0 Lancaster Road (Tax Map U19, Lot 25)  
Gorham, New Hampshire**

Dear Ms. Rudko:

Horizons Engineering, Inc. is pleased to submit this report of our Phase I Environmental Site Assessment completed for the undeveloped land parcel located at 0 Lancaster Road (Tax Map U19, Lot 25) in the Town of Gorham, Coos County, New Hampshire.

We appreciate your selection of Horizons Engineering, Inc. for this project. If you have any questions or require additional information, please do not hesitate to contact the undersigned at (603) 444-4111.

Sincerely,  
Horizons Engineering, Inc.

A handwritten signature in blue ink that reads "Valerie J. Carr". The signature is written in a cursive style.

Valerie J. Carr  
*Environmental Project Manager*

Enclosure: Phase I Environmental Site Assessment Report

Horizons Engineering, Inc.

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**APPENDICES**

**Appendix A** – USGS Site Locus Map  
Google Earth Aerial Photo  
Parcel Map  
Assessor Card  
Deed

**Appendix B** – NHDES GIS Map & Search Results  
Environmental Data Resources Radius Map with GeoCheck Report  
Vapor Encroachment Screening Report

**Appendix C** – Historic Aerial Photographs  
Historical Topographic Maps  
Sanborn Map Report  
City Directory Abstract Report

**Appendix D** – Site Photographs

**Appendix E** – ESA USER Questionnaire  
ESA Owner/Occupant Questionnaire

**Appendix F** – Qualifications

## 1.0 EXECUTIVE SUMMARY

Horizons Engineering, Inc. (HEI) was retained to complete a Phase I Environmental Site Assessment (ESA) in accordance with ASTM E1527-21 and the Environmental Protection Agency (EPA) All Appropriate Inquiries Rule for an undeveloped land parcel located at 0 Lancaster Road (Tax Map U19, Lot 25), Gorham, New Hampshire (“Subject Site”) on behalf of the New Hampshire Department of Natural & Cultural Resources, Division of Parks and Recreation – Bureau of Trails, of Concord, New Hampshire. The main objective of this ESA was to identify *recognized environmental conditions* in connection with the Subject Site, defined in ASTM Practice E 1527-21 as (1) the presence of hazardous substances or petroleum products in, on or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on or at the subject property under conditions that pose a material threat of a future release to the environment.

HEI’s representative, Derrick W. Carruthers, completed site reconnaissance on December 14, 2023, which included a walkover assessment conducted around the land parcel and observation of abutting properties to identify recognized environmental conditions (RECs) at the Subject Site. In addition, this assessment included visual reconnaissance of neighboring and adjoining properties, background research, and review of available local, state, and federal regulatory records regarding the presence of petroleum products and/or hazardous substances on or in the vicinity of the Subject Site.

The Subject Site is identified on Town of Gorham Tax Map U19 as Lot 25 with a physical address of 0 Lancaster Road in Gorham, New Hampshire. The Subject Site is located off the north line of Lancaster Road (US Route 2) approximately 0.29 miles east of Jimtown Road and 0.90 miles west of the intersection of Lancaster Road and Main Street. Access to the Subject Site is via an asphalt paved curb cut off the north line of Lancaster Road to the Presidential Rail Trail Parking Lot.

Per the Town of Gorham records, the Subject Site is currently owned by the Gorham Land Company, c/o Howie Wemyss, P.O Box 278, Gorham, New Hampshire 03581. The Subject Site is located within the Town of Gorham’s Residential Agricultural (RA) zoning district with land use listed as Residential Land – Undevelopable (RES ACLNUD). Per the assessor’s office, the Subject Site consists of 0.031± acres of undeveloped land.

Electricity is supplied to the Subject Site by Eversource via overhead transmission lines extending off Lancaster Road. Three (3) 500 KVA three-phase and three (3) 75 KVA single-phase pole-mounted electrical transformers abut the Subject Site to the north off the ROW access to the Presidential Rail Trail and the PSNH transmission corridor. The transformers are owned by the local utility company and appear to be in fair condition with no suspect leaks, spills or contamination to nearby soils or groundwater. The Subject Site has access to municipal water and wastewater services along Lancaster Road, but the Subject Site is currently not connected to either.

The topography of the Subject Site is generally level and slopes gradually to the south towards Moose Brook. Based upon the local topography and orientation with respect to southeasterly flowing Moose Brook, the inferred direction of shallow groundwater flow beneath the Subject Site is to the southeast toward the Moose Brook and Androscoggin River. No hazardous material, leaking transformers, clarifiers, boilers, buried drums, floor drains or sumps were observed at the Subject Site during reconnaissance.

The Subject Site is abutted to the north by a state-owned easement for an abandoned railway alignment that is presently owned by the New Hampshire Department of Natural & Cultural Resources, Division of Parks and Recreation – Bureau of Trails as the White Mountains Presidential Range Rail Trail and operated as a limited access public recreation destination as part of a larger trails system for local, state and federally owned land areas managed within the broader scope of the White Mountain National Forest. The Subject Site is intersected north-to-south by a ROW easement for a utility transmission corridor. To the south, the Subject Site is abutted by Lancaster Road (US Route 2); a gated access trail toward Moose Brook – identified as Casey’s Lane and undeveloped woodland areas; to the east by the Presidential Rail Trail parking area located off the north line of Lancaster Road; and to the west by 1.6478± acres of residential property consisting of the Brae Burn Cooperative Mobile Home Park – specifically a single-family dwelling with a physical address of 104 Lancaster Road and identified on Tax Map U19 as Lot 24. Development for the surrounding area located off Lancaster Road is characterized by low density single-family residential developments with most structures having been established prior to the last fifteen-year period.

HEI conducted a review of regulatory search information prepared by Environmental Data Resources (EDR) and completed a review of the New Hampshire Department of Environmental Services (NHDES) online database to evaluate if the Subject Site or nearby properties are listed as having a past or present record of actual or potential environmental impacts which are Recognized Environmental Conditions (RECs). The Subject Site is not listed with the EDR and NHDES OneStop Database searched.

Below is the Assessment Summary Table presenting our recommended actions for the Subject Site. HEI’s Findings and Opinions are presented in Sections 8.0 and 9.0; respectively. Recommendations for further action or investigation are presented in Section 10.0.

ASSESSMENT SUMMARY TABLE			
Assessment Component	Section(s)	REC (Yes/No) / type	Recommended Actions
Historical Review	5.4	NO	No Further Action
Current Occupants / Operations	3.3 / 6.0	NO	No Further Action
Hazardous Substances / Petroleum Products	6.3.1	NO	No Further Action
Discharges	6.3.2	NO	No Further Action
Landfills/Solid Waste	6.3.7	NO	No Further Action
Storage Tanks	6.3.8	NO	No Further Action
PCBs	6.3.4	NO	No Further Action
Regulatory Agency /Database Review Potential Off-site Sources	5.0	NO	No Further Action

## 2.0 INTRODUCTION AND LIMITATIONS

This Phase I ESA Report complies with the All-Appropriate Inquiries Rule set forth and codified by the United States Environmental Protection Agency on December 30, 2013. This Phase I ESA Report has been prepared in accordance with ASTM E 1527-21. This ESA involved a reconnaissance of the Subject Site and contiguous properties and a review of regulatory and historical information in accordance with the ASTM standard and EPA regulations referenced herein.



STATE OF NEW HAMPSHIRE

FOR USE BY COOS COUNTY REGISTRY OF DEEDS

**CERTIFICATION:**

I CERTIFY THAT THIS PLAT IS NOT A SUBDIVISION PURSUANT TO N.H.R.S.A. TITLE LXIV AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN, RSA 676:16,II

DATE 01/11/2022 E. J. Doo

**PLAN REFERENCES:**

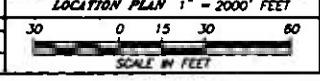
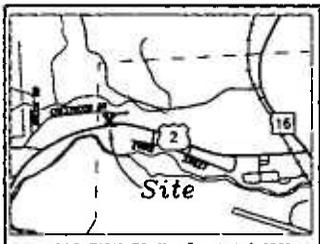
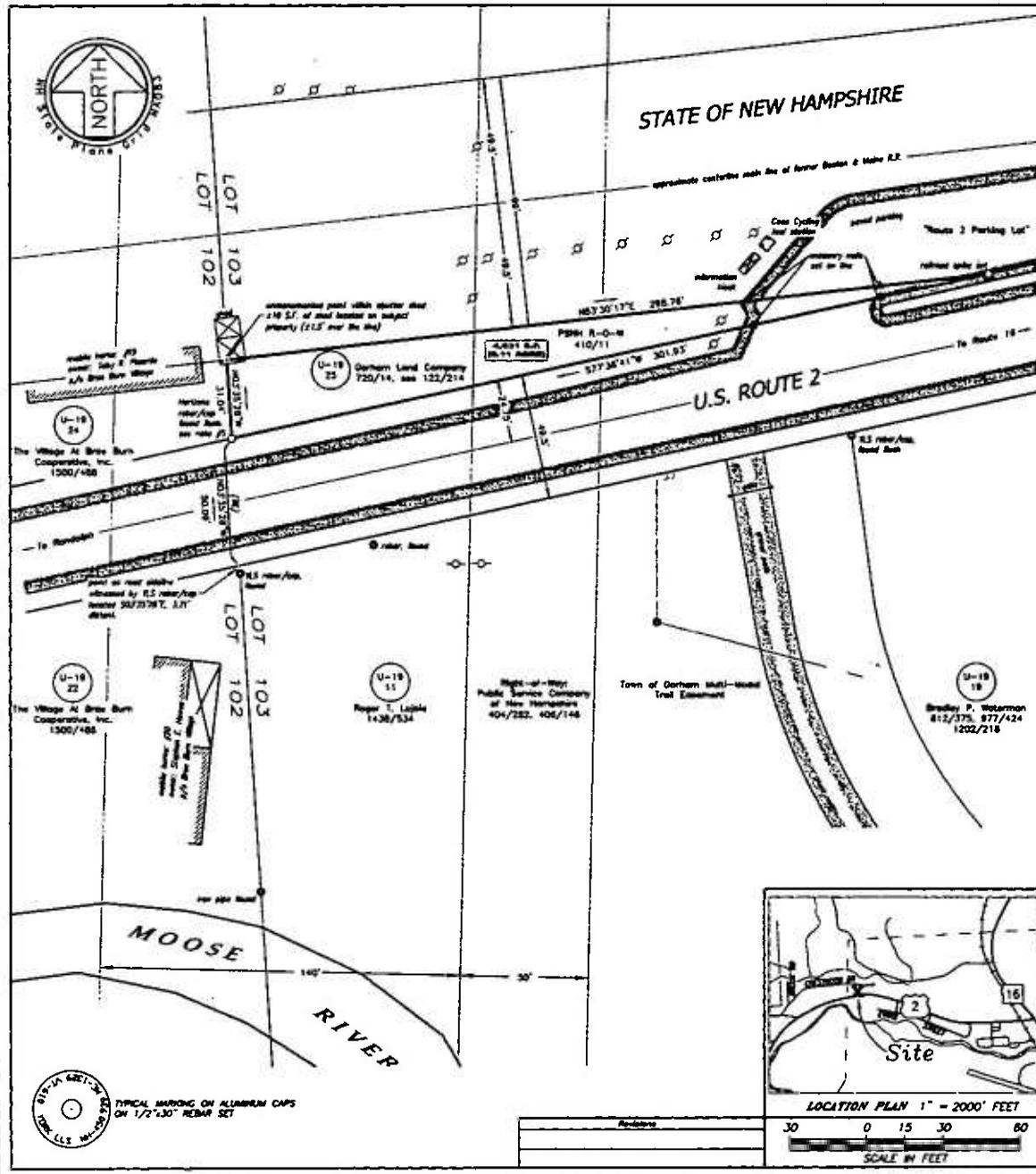
1. "RIGHT-OF-WAY AND TRACK MAP, THE CONCORD & MONTREAL R.R., OPERATED BY BOSTON AND MAINE R.R., STATION 1231+0 TO STATION 1263+80", DATED JUNE 30, 1914, REVISED JULY, 1951.
2. "PLAT OF PROPERTY SURVEYED FOR GORHAM LAND COMPANY, TAX MAP U-19, PARCEL 11, PART OF LOTS 92 & 103, U.S. ROUTE 2, GORHAM, NEW HAMPSHIRE"; DATED NOVEMBER 7, 2011, REVISED SEPTEMBER 3, 2015; BY YORK LAND SERVICES, LLC; RECORDED AT COOS COUNTY REGISTRY OF DEEDS AS PLAN #4058 (YLS DWG. #11-0052).
3. "PLAN SHOWING A BOUNDARY SURVEY MADE FOR BRUE BURN COOPERATIVE, C/O ROC-HK, 7 WALL STREET, CONCORD, NH 03301, ON PROPERTY LOCATED ON U.S. ROUTE 2, GORHAM, NEW HAMPSHIRE, GORHAM MAP U10 LOT 22 AND LOT 24"; DATED JULY 25, 2017; BY HORIZONS ENGINEERING INC.; RECORDED AT COOS COUNTY REGISTRY OF DEEDS AS PLAN #4221.
4. NHDOT HIGHWAY PLANS: PROJECT #3849, DATED 1984
5. NHDOT HIGHWAY PLANS: PROJECT #3867, DATED 1982

**NOTES:**

1. NORTH IS NEW HAMPSHIRE STATE PLANE GRID NAD83 BASED ON OPUS DERIVED POSITION OF A SURVEY CONTROL POINT ESTABLISHED AS PART OF THIS PROJECT. VERTICAL DATUM IS NAVD83.
2. ZONING DISTRICT: RESIDENTIAL-A
3. ROUTE 2 RIGHT-OF-WAY LOCATION DETERMINED BY EXISTING CENTERLINES AND PLAN REFERENCES #4 & #5.
4. RAILROAD MAIN LINE CENTERLINE BASED ON CENTERLINE OF MOOSE BROOK RAILROAD BRIDGE LOCATED EAST OF SUBJECT, AND EXISTING CENTERLINES/PLAN REFERENCE #3 ON THE WEST. THIS ELIMINATES ANY INCONSISTENCIES DUE TO THE FORMER SOWA LOCATED IN THE VICINITY OF THE "ROUTE 2 PARKING LOT."
5. FROM REBAR/CAP FOUND ON NORTHERLY SIDELINE OF ROUTE 2 TO AN IRON PIPE MARKING THE CORNER OF GORHAM LOTS 92, 93, 102, & 103: 307.35'±28"±, 404.89'± DISTANT. FROM SAID REBAR/CAP TO WOOD POST/MOUND OF STONES MARKING THE CORNER OF GORHAM LOTS 102, 103, 106, & 107: 803.35'±28"±, 2182.34'± DISTANT.

**LEGEND**

	Heavy Boundary		Monumented Point
	Heavy Centerline		Access Dr
	Edge of Road		Iron Pipe Post
	Lot Line		Utility Pole
	Easement		Utility & Post
	Edge of Plowed		To Map & Lot Marker
	Edge of Road		John Doe



**YORK LAND SERVICES, LLC**  
 Riverside Courtyards, 3 Twelfth Street  
 Berlin, New Hampshire 03570 - (603)752-7282

Plat of Property Surveyed  
 for  
**GORHAM LAND COMPANY**  
 Tax Map U-19, Lot 25  
 Part of Gorham Lot 103  
 U.S. Route 2, Gorham, New Hampshire

THIS SURVEY AND PLAT PREPARED UNDER THE DIRECT SUPERVISION AND CONTROL OF AN ENGINEER LICENSED UNDER THE BOARD OF LICENSED LAND SURVEYORS OF NEW HAMPSHIRE.

Drawing No. 22-042

Scale	Drawn by	Checked by
1 inch = 30 feet	B/J, RCG	RCG, CSL
Method	Date	
GPS (PP & RTK) / TOTAL STATION	JULY 19, 2022	

TYPICAL MARKING ON ALUMINUM CAPS ON 1/2"±30" REBAR SET

**Return to:**  
Administrator, Land Management Bureau  
Department of Natural and Cultural Resources  
Division of Forests and Lands  
172 Pembroke Road  
Concord, NH 03301

**THIS TRANSFER IS A TRANSFER TO THE STATE OF  
NEW HAMPSHIRE AND IS THEREFORE EXEMPT FROM  
THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX  
PURSUANT TO NH RSA 78-B:2(I) AND FROM THE  
LCHIP SURCHARGE PURSUANT TO RSA 478:17g,II(a)**

### **WARRANTY DEED**

**Gorham Land Company**, a New Hampshire Limited Partnership, having a mailing address of P.O. Box 278, Gorham, New Hampshire 03581 "Grantor", for consideration paid, hereby grants to the **STATE OF NEW HAMPSHIRE**, through its Department of Natural and Cultural Resources, having an address of 172 Pembroke Road, Concord, New Hampshire 03301 "Grantee", with **WARRANTY COVENANTS**,

A certain tract or parcel of land with the improvements thereon, if any, and appurtenances pertaining thereto, situated in the **Town of Gorham**, Coos County, State of New Hampshire, and shown on a plan entitled, "Plat of Property Surveyed for Gorham Land Company, Tax Map U-19, Lot 25, Part of Gorham Lot 103, US Route 2, Gorham, New Hampshire" and recorded as Plan # 4776 in the Coos County Registry of Deeds.

Said parcel is more particularly described as follows:

Beginning at a rebar situated at the southeasterly corner of land now or formerly owned by The Village at Brae Burn and also on the northerly sideline of US Route 2;

Thence N 03°35'28" W a distance of 31.04' along land of The Village at Brae Burn to a point on the southerly sideline of land owned by the State of New Hampshire and being the former Boston & Maine Railroad corridor;

Thence N 83°30'17" E a distance of 298.76' along land of the State of New Hampshire to a railroad spike on the northerly sideline of US Route 2;

Thence S 77°36'41" W a distance of 301.93' along the sideline of the US Route 2 to the point of beginning.

Said parcel contains 4,631 square feet or 0.11 acres.

Excepting and reserving from the foregoing described premises the rights and easements conveyed by E. Libby & Sons Company to the Public Service Company of New Hampshire by deed dated September 18, 1954 and recorded in the Coos County Registry of Deeds at Book 410, Page 11.

Meaning and intending to convey a portion of the premises conveyed to the Gorham Land Company by deed of Eleanor S. Appleton et als dated October 31, 1987 and recorded in the Coos County Registry of Deeds at Book 720, Page 14.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GORHAM LAND COMPANY**

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

Name:

Title:

Duly Authorized

**STATE OF NEW HAMPSHIRE  
COUNTY OF COOS, SS.**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_; as \_\_\_\_\_, on behalf of the **Gorham Land Company**.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires:

(seal or stamp)

This conveyance by the State of New Hampshire was authorized by vote of New Hampshire Governor and Executive Council on \_\_\_\_\_, Agenda Item No. \_\_.