

BROWN

NEW LONDON PLANNING BOARD
REGULAR MEETING
MARCH 23, 1993

PRESENT: Laurie DiClerico, Bob Gray, Jim Clancy, Syd Crook, Karen Ebel
(Conservation), Gordon Marshall (Selectmen), Ken McWilliams (Planner)

Election of officers: the following officers were unanimously appointed:
Chairman - Laurie DiClerico
Vice-Chairman - James Clancy
Secretary - Syd Crook

119-011-000

The minutes of the March 7, 1993 regular meeting were unanimously approved as amended.

*

1. ROBERT BROWN - FORES ACRES ROAD, ANNEXATION Tax Map 119, Lots 8 & 13

Mr. Brown has chosen to withdraw his application and has asked for the return of his \$75. filing fee. The Board unanimously agreed not to return his fee due to the extent of time the Planner has spent helping Mr. Brown with his annexation.

2. A.V. HOWARD TRUST & M. DEACON CONTINUED FINAL MAJOR SUBDIVISION TAX MAP 69 LOT 2

This was a continued hearing. Abutter Syd Crook removed himself from the Board.

The necessary documents were given to the Board and included the driveway permit, restricting covenants, easements, bylaws, etc. Town Counsel John Teague has looked over all of these documents and his only recommendation was that one person be a designated official contact for the town. This person will be Michael Howard.

A motion was made and seconded to accept this subdivision application as complete. This was unanimously accepted.

Next a motion was made and seconded to approve this major subdivision. This was also unanimously passed. Fees have been paid. When the plat is signed and filed, the covenant that restricts the sale of lots will be filed with the plat along with the other easements and covenants. The mylar was signed, Ken will attached the proper documents to the plat and it will be filed in Concord.

Syd Crook returned to the Board.

Ken reported that a meeting of the driveway regulation subcommittee was held and will report to the Board on April 13th. Bob Gray reported that the helicopter study committee will meet again soon.

3. BOB JOSEPH FINAL SITE PLAN REVIEW FOR FORMER LASH PROPERTY TAX MAP 98 LOT 37

This was a noticed hearing for the final site plan review. Charles Hirshberg spoke to last minute changes shown on an updated site plan.

The dry hydrant needs to be accessible to the Fire Department for access for any property in the neighborhood. The State Highway Dept. felt they

NEW LONDON PLANNING BOARD
REGULAR MEETING
MARCH 9, 1993

PRESENT: WRIGHT (CHAIRMAN), CLANCY, CROOK, GRAY, DiCLERICO, EBEL (CONSERVATION)
ATKINS (SELECTMEN), McWILLIAMS (PLANNER).

NEW MAP & LOTS

The minutes of the February 23, 1993 regular meeting were approved as amended. 119-011-000

1. ROBERT BROWN - FINAL ANNEXATION FOREST ACRES ROAD TAX MAP 119, Lots 8 & 13

This was a noticed hearing with no abutters present.

Mr. Brown plans to annex lot 8 to 13 which includes his house lot on Forest Acres Road. Mr. Brown is interested in using a covenant agreement to accomplish this and was given a copy of it by Ken McWilliams and it was explained to Mr. Brown.

A motion was made and seconded to accept this final annexation as presented contingent upon receiving the signed covenant agreement to be signed at the next session of the Planning Board. This was unanimously approved.

The fee of \$81.74 will need to be paid.

2. BILL JONAH, ONE MAIN STREET, CONCEPTUAL SITE PLAN REVIEW TAX MAP 73, LOT 39

Tom Kraeger, representing Bill Jonah, came before the Board to see if a site plan review was necessary for a change in use from office to retail.

This site has been retail space in the past and the issue of parking was reviewed. The survey of parking requirements for this property did not include the Lake Sunapee Painting Company housed at this address and so Tom will come back before the Board on March 23rd concerning the proposal of a retail flower shop at One Main Street.

3. MARY ELLEN ALGER (MURRAY SARGENT PROPERTY) FINAL MINOR SUBDIVISION TAX MAP 36 LOT 16

This was a noticed hearing, one abutter was present.

Doug Sweet, representing Ms. Alger, stated they planned to subdivide this lot and make Lot 1 13.8 acres and Lot 2 27.6 acres. The bulk of the frontage on Lot 1 is on Lake Shore Road and Lot 2's frontage is off Pingree Road and 76' on Lake Shore Road. HIS mapping has been done on Lot 2. At some time in the future a single family dwelling will be built on Lot 2 but not for quite some time. The idea is to keep this parcel within the Sargent family while Lot 1 will be sold off. Mickey Spofford, who owns a lot abutting this property, wanted to be sure Ms. Alger was aware there is a right-of-way to her property across Lot 2 and she was shown this is clearly shown on the plans.

Karen Ebel spoke for the Conservation Commission who has drawn up a new easement covering the changes Mr. Sargent wished to make which were not done when first established and were purely an oversight. The Conservation Commission wishes their attorney, Bart Mayer, to review this easement and asks that any approval the Planning Board gives this be contingent upon getting a fully executed document. They also want it to be clear that the Conservation Commission does not want changes to be made once easements are fully executed but are willing on this property.

TM 119-003-000

④ TEE
2260
2.00

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

THOUSAND HUNDRED AND 40 DOLLARS

03/13/2003 586417 \$ 40

VOID IF ALTERED

Doc# 497232
 Book: 2472
 Pages: 1158 - 1161
 Filed & Recorded
 03/13/2003 10:44:08 AM
 KATHI L. BURY, CPD, REGISTER

MERRIMACK COUNTY REGISTRY OF DEEDS

RECORDING	\$	22.00
SURCHARGE	\$	2.00
TRANSFER TAX	\$	40.00
POSTAGE	\$	0.50

Book 2472 Page 1158

WARRANTY DEED

4000

KNOW ALL MEN BY THESE PRESENTS, that we, ROBERT S. BROWN, TRUSTEE OF THE ROBERT S. BROWN TRUST dated March 1, 2000, and SANDRA J. BROWN, TRUSTEE OF THE SANDRA J. BROWN TRUST dated March 1, 2000, of New London, County of Merrimack and State of New Hampshire, for consideration paid, grant to JEAN-PIERRE PAQUETTE and KELLY PAQUETTE, of said New London, whose present mailing address is 65 Forest Acres Road, New London, New Hampshire 03257, with WARRANTY COVENANTS to the said JEAN-PIERRE PAQUETTE and KELLY PAQUETTE, as joint tenants with rights of survivorship,

Rights of easement affecting to land of the within grantors situated in New London, County of Merrimack and State of New Hampshire, identified as being a portion of Tax Map 119 Parcel 3, said rights of easement being more particularly described and defined as follows:

Granting to the within grantees, their heirs and assigns, a perpetual right and easement to install, maintain, repair and replace an underground septic pipeline or pipelines and an underground septic leach field on real estate of the within grantors situated in New London, County of Merrimack and State of New Hampshire, as hereinafter specifically described, and to utilize said pipeline or pipelines for flowing septic effluents from real estate of the within grantees identified as Tax Map 118-7 which abuts said real estate of grantors, to said septic leach field. There is further granted to the within grantees, their heirs and assigns, a perpetual right and easement to enter upon such easement area for the purposes of installation, maintenance, repair and replacement of said pipeline or pipelines and septic leach field, doing no unnecessary damage thereby, and immediately thereafter returning said real estate of grantors as

Map/Lot # 119-003
 Sale \$ _____
 Entered in Computer
 Posted to Assess Card
 Corrected Blotter
 Verify - Audit List

MERRIMACK COUNTY

nearly as possible to the condition in which it existed prior to any such entry.

The specific parcel of land made subject to the within grants of easement is shown and identified as "Easement Area" on a certain survey plan entitled "Boundary Survey and Easement Plan - Property of Jean-Pierre and Kelly Paquette", dated October 2002, prepared by Pierre J. Bedard, L.L.S., said "Easement Area" being more particularly bounded and described as follows: Beginning at a point which is North 75° 31' 25" West 44.76 feet from a drill hole on a boulder marking the Southeasterly corner of land of the within grantees, Jean-Pierre and Kelly Paquette, as conveyed to them by deed recorded in Volume 2233, Page 1740 of the Merrimack County Registry of Deeds, said point of beginning being on the Southerly boundary line of said Paquette land; thence from said point of beginning South 05° 22' 40" West sixty and no hundredths (60.00) feet to a point; thence North 75° 30' 42" West ninety and no hundredths (90.00) feet to a point; thence North 05° 22' 40" East sixty and no hundredths (60.00) feet to a point on the Southerly boundary line of said Paquette land; thence South 75° 29' 17" East thirty and thirty-one hundredths (30.31) feet to an iron pipe; thence South 75° 31' 25" East fifty-nine and sixty-nine hundredths (59.69) feet to the point of beginning, the previous two courses having been along the Southerly boundary line of said Paquette land; consisting of 5,331 square feet, or 0.12 acre, more or less.

The rights and easements conveyed hereby shall run with the real estate conveyed to Jean-Pierre Paquette and Kelly Paquette by Nancy Lancio by warranty deed dated November 30, 2000, recorded in Volume 2233, Page 1740 of the Merrimack County Registry of Deeds, and shall not be severed therefrom. Grantees, theirs heirs and assigns shall be solely responsible for all costs and expenses relating to the installation, operation and maintenance of said pipeline or pipelines and leach field.

The real estate made subject to the within grants of easement is a portion of those premises conveyed to Robert S. Brown, Trustee of the Robert S. Brown Trust dated March 1, 2000, and Sandra J. Brown, Trustee of the Sandra J. Brown Trust dated March 1, 2000, by Robert S. Brown and Sandra J. Brown by warranty deed dated June 23, 2000, recorded in Volume 2211, Page 1074 of the Merrimack County Registry of Deeds.

By their acceptance of this deed, the within grantees covenant and agree, for themselves, their heirs and assigns, that they will pay any Current Use Change Tax which may be assessed by the Town of New London as a result of the utilization of the

rights of easement granted hereby, and will further pay all future annual real estate taxes assessed by the Town of New London for improvements constructed on the easement area in conjunction with the within grants of easement.

This conveyance constitutes a non-contractual transfer and is therefore exempt from the payment of New Hampshire transfer tax pursuant to RSA 78-B:2(IX).

We, Robert S. Brown and Sandra J. Brown, individually, being husband and wife, hereby release all rights of homestead in the above-described premises.

TRUSTEE'S CERTIFICATES

The undersigned Trustee, as Trustee of the ROBERT S. BROWN TRUST dated March 1, 2000, a trust duly established and existing under law, and thereto has full and absolute power in said Trust to convey any interest in real estate and improvements thereon held in said Trust and no purchaser or third party shall be bound to inquire whether the Trustee has such power or is properly exercising such power or to see to the application of any Trust asset paid to the Trustee for a conveyance thereof.

The undersigned Trustee, as Trustee of the SANDRA J. BROWN TRUST dated March 1, 2000, a trust duly established and existing under law, and thereto has full and absolute power in said Trust to convey any interest in real estate and improvements thereon held in said Trust and no purchaser or third party shall be bound to inquire whether the Trustee has such power or is properly exercising such power or to see to the application of any Trust asset paid to the Trustee for a conveyance thereof.

Signed this 31 day of January, 2003.

Emily Smith
Witness

By: Robert S. Brown
Robert S. Brown, individually
and as Trustee of the Robert
S. Brown Trust

Sandra J. Brown
Witness

By: Sandra J. Brown
Sandra J. Brown, individually
and as Trustee of the Sandra
J. Brown Trust

Beth A Evans

STATE OF NEW HAMPSHIRE
MERRIMACK, SS.

January 31, 2003

Personally appeared Robert S. Brown and Sandra J. Brown, individually and as Trustees, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Before me,

Emily Suuronen

Notary Public/Justice of the Peace
(Please type or print name)
My commission expires:
EMILY SUURONEN, Notary Public
My Commission Expires May 29, 2007



*Sandra appeared
Before me,
Beth A. Evans*

BETH A. EVANS, Notary Public
My Commission Expires April 17, 2007



MERRIMACK COUNTY RECORDS

Kath L. Gray, CPO, Register

MERRIMACK COUNTY

Map/Lot # 119-011, 119-014, 105-028
Sale \$ _____
 Entered in Computer
 Posted to Assess Card
 Corrected Blotter
 Verify - Audit List

NEW MAP & LOT
119-003-000

391221

2000 JUN 27 AM 9:47

BK 2211 PG 1074

WARRANTY DEED

40.00

We, Robert S. Brown and Sandra J. Brown, husband and wife, of 37 Forest Acres Road, New London, New Hampshire 03257, for consideration paid, grant an undivided one-half (1/2) interest to Robert S. Brown, Trustee of the Robert S. Brown Trust dated March 1, 2000, of 37 Forest Acres Road, New London, New Hampshire, and an undivided one-half (1/2) interest to Sandra J. Brown, Trustee of the Sandra J. Brown Trust dated March 1, 2000, of same address, as Tenants in Common, with Warranty covenants,

The following tracts or parcels of land located in the Town of New London, County of Merrimack, and State of New Hampshire, with any buildings which may be thereon, more particularly bounded and described as follows:

Tract I

A certain tract or parcel of land situated in the Town of New London, County of Merrimack and State of New Hampshire, being W. F. Section VIII of Willow Farm as shown on a plan recorded in the Merrimack County Registry of Deeds as Plan Number 2165 on June 30, 1967, and bounded and described as follows, to wit:

Beginning at an iron pipe on the northwest side of Bog Road at the southeast corner of the tract, the same being about two hundred thirty (230) feet Southwesterly from the intersection of Bog Road and Forest Acres Road, and the same being the south corner of Lot No. One of Section VII on Plan No. 1848, recorded; thence about

North 33° West about 465 feet along said Section VII to an iron pipe at the northeast corner of the tract; thence about

South 59° 35' West about 797 feet along said Section VII to an iron pipe at the southeast corner of Lot No. One of Section VI on Plan 1847, recorded; thence about

North 70° West about 773 feet along said Section VI to an iron pipe; thence about

North 76° West about 780 feet along said Section VI to an iron pipe; thence about

BK2211 PG1075

North 56° 30' West about 195 feet along said Section VI to the northeast right of way of Interstate Highway 89; thence

Southeasterly about 1,920 feet, roughly, along said right of way to the Controlled Access land of the State of New Hampshire bordering said Bog Road; thence

Northeasterly along said Controlled Access land bordering said Bog Road to a concrete marker; thence

Southeasterly to said Bog Road and Northeasterly along said Bog Road to the point of beginning.

Conveying also two (2) points of access each 50 feet in width at the right of way line on the northwest side of Relocated Bog Road, the same being between Station 5 + 50 and Station 13 + 00, as allowed by the State of New Hampshire.

Meaning and intending to describe and convey those same premises conveyed to Grantors herein by deed of the Forest W. Kimball and Georgia W. Kimball dated July 12, 1968, and recorded in the Merrimack County Registry of Deeds at Book 1034, Page 13.

Tract II

Two certain parcels or tracts of land situate on the Westerly side of Forest Acres Road in the Town of New London, County of Merrimack, and State of New Hampshire, more particularly bounded and described as follows, to wit:

Lot #9, on Section VII of Plan of Forest Acres made by Lloyd H. Littlefield and recorded in Merrimack County Records on Plan #1848 on July 15, 1963.

Lot #10, on Section VII, of Plan of Forest Acres made by Lloyd H. Littlefield and recorded in the Merrimack County Records on Plan #1848 on July 15, 1963, with buildings thereon.

Conveying also a right of way for the passage of men, teams and vehicles upon and over a right of way 50 feet in width running from the Bog Road to the above-described premises, as shown on said Plans, this right of way to be shared in common with others entitled thereto, including Forest W. and Georgia W. Kimball, their heirs and assigns, it being understood that the said Kimballs, their heirs and assigns, assume no liability or obligation as to upkeep, maintenance nor for accidents of any kind on said right of way.

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX
***** THOUSAND	* HUNDRED AND	40 DOLLARS
06/27/2000	4 2 2 9 4 2	\$ *****40.00
VOID IF ALTERED		

BK2211 PG1076

This conveyance is subject to the following conditions and restrictions which are made a part of the consideration hereof and which shall be binding on the Grantee and all persons claiming under it:

1. **The within described premises shall be used for residential purposes only, except that the premises may be rented for residential use when not occupied by the owner.**
2. **That no more than one cottage shall be erected on one (1) lot and that such cottage shall not cost less than Three Thousand Five Hundred Dollars (\$3,500.00). There may also be erected on said lot a private garage for not more than two (2) cars and a combination tool house and wood shed which is not detrimental to the neighborhood.**
3. **That no trailers shall be placed on said premises.**
4. **That no boathouse shall be erected on the Lake shore above the height of one story.**
5. **That said property shall not be used for a commercial sea plane base.**
6. **That no Quonset hut type building shall be erected on said premises, nor any metal type building.**
7. **That any cottage constructed must be equipped with modern plumbing facilities and that no outdoor toilets or chemical closets will be permitted.**
8. **If the Grantees or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any real property as shown on said map or plan to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent them from so doing or to recover damages or other dues for such violation. Invalidation of any of these covenants or restrictions by judgment of any court shall in no wise affect any of the other provisions which shall remain in full force and effect.**

Meaning and intending to describe and convey Lot #10, Section VII as shown on said plan of Forest Acres being a portion of those premises conveyed to Grantors herein by deed of Robert S. Brown dated June 14, 1967 and recorded in the Merrimack County Registry of Deeds at Book 1010, Page 89. Also meaning and intending to describe and convey Lot #9, Section VII as shown on said plan of Forest Acres being a portion of those premises conveyed to Grantors herein by

BK 2211 PG 1077

deed of Forest W. and Georgia W. Kimball dated May 26, 1967 and recorded in the Merrimack County Registry of Deeds at Book 1010, Page 91.

Tract III

A certain tract or parcel of land situated in the Town of New London, County of Merrimack, and State of New Hampshire, being Willow Farm Section VI as shown on a plan recorded in the Merrimack County Registry of Deeds as Plan Number 2165 on June 30, 1967, bounded and described as follows, to wit:

Beginning at the southwest corner of the intersection of Forest Acres Road and County Road, both being public highways; thence

Southeasterly and Southerly along the west side of Forest Acres Road about 1,043 feet to an iron pipe at the north corner of Lot #14, Section V, as shown on Plan 1852 recorded in said Registry of Deeds; thence

South 73° West 210 feet along said Lot #14 to an iron pipe at the west corner of said Lot #14; thence

South 21° 30' East about 501 feet and South 17° East about 780 feet along the boundary of said Section V of Plan 1852 to land of the State of New Hampshire, the same being the northeast right of way of Interstate Highway 89; thence

Northwesterly about 1,800 feet along said right of way of Interstate Highway 89; thence

Northerly about 200 feet along said right of way of Interstate 89 to the Controlled Access land of the State of New Hampshire bordering said County Road; thence

Northeasterly about 150 feet along said Controlled Access land bordering said County Road; thence

Northerly to said County Road and Northeasterly along said County Road to the point of beginning.

Meaning and intending to describe and convey those same premises conveyed to Grantors herein by deed of Forest W. and Georgia W. Kimball dated September 19, 1968 and recorded in the Merrimack County Registry of Deeds at Book 1037, Page 487.

Tract IV

A certain tract or parcel of land with any buildings which may be situated thereon located on the Northerly side of Forest Acres Road and being also on the

Southerly shore of Messer Pond in the Town of New London, County of Merrimack, and State of New Hampshire, as shown on Plan entitled Annexation Plan, Property of Robert S. and Sandra J. Brown dated May 10, 1991 and recorded in the Merrimack County Registry of Deeds Plan #12083 more particularly described as follows:

Beginning at an iron pin on the Northerly side of Forest Acres Road being the Southeasterly corner of the within described premises; thence proceeding

North 30° 33' 39" West a distance of 137.25 feet, more or less, to an iron pin located on the shore of Messer Pond; thence turning and proceeding

South 59° 59' 42" West a distance of 34.21 feet, more or less, to a point located on the shore of Messer Pond; thence continuing along the shore line

South 27° 22' 21" West a distance of 45.66 feet, more or less, to a point; thence continuing along said shore line

South 16° 25' 03" West a distance of 42.30 feet, more or less, to a point; thence continuing along said shore line

South 33° 16' 25" East a distance of 3.71 feet, more or less, to a point; thence continuing along said shore line

South 53° 02' 16" West a distance of 22.95 feet, more or less, to a point; thence continuing along said shore line

South 23° 37' 59" West a distance of 13.82 feet, more or less, to an iron pin set in the shore line; thence continuing along said shore line

South 08° 40' 03" West a distance of 20.78 feet, more or less, to a point at the origination of a brook leading from Messer Pond; thence continuing along said shore line of Messer Pond

North 30° 49' 57" West a distance of 107.52 feet, more or less, to a point; thence continuing along said shore line

North 55° 47' 51" West a distance of 5.83 feet, more or less, to an iron pin located on the shore of Messer Pond, being the Northwesterly corner of the within described premises; thence turning and running

South 21° 20' 29" West a distance of 121.72 feet, more or less, to an iron pin located on the Northerly side of the Forest Acres Road; thence proceeding

Copy provided by Registry of Deeds for town purposes only

BK 2211 PG 1079

South 62° 10' 26" East a distance of 42.87 feet, more or less, to an iron pin; thence
South 79° 29' 36" East a distance of 92.75 feet, more or less, to an iron pin; thence
North 63° 34' 01" East a distance of 92.30 feet, more or less, to a point; thence
North 48° 41' 42" East, a distance of 66.29 feet, more or less, to the point of
beginning. Said parcel containing 0.61 acres, more or less.

Conveying also a right of way for the passage of men, teams and vehicles upon
and over a right of way fifty (50) feet in width running from the Bog Road, so
called, to the County Road as shown on said plan, this right of way to be shared in
common with others entitled thereto, including Forest W. and Georgia W.
Kimball, their heirs and assigns, it being understood that Forest W. and Georgia
W. Kimball, their heirs and assigns, assume no liability or obligation as to upkeep,
maintenance nor for accidents of any kind on said right-of-way.

Excepting and reserving to Forest W. Kimball and Georgia W. Kimball, their heirs
and assigns, the right and privilege of permitting the Public Service Company of
New Hampshire, or their successors and assigns, the privilege of erecting and
maintaining power lines on said premises for the purpose of supplying the various
owners with light and power.

This conveyance is subject to the following conditions and restrictions which are
made a part of the consideration hereof which shall be binding on the Grantee and
all persons claiming under it:

1. The within described premises shall be used as for residential purposes
only, except that the premises may be rented for residential use when not
occupied by the owner.
2. That no trailers shall be placed on said premises.
3. That no more than one cottage shall be erected on said lot and that such
cottage shall not cost less than Three Thousand Five Hundred Dollars
(\$3,500.00). There may also be erected on said lot a private garage for not
more than two (2) cars and a combination tool house and wood shed which
is not detrimental to the neighborhood.
4. That no boathouse shall be erected on the Lake shore above the height of
one story.
5. That said property shall not be used for a commercial sea plane base.

Copy provided by Registry of Deeds
town tax purposes only

BK2211 PG1080

6. That no Quonset hut type building or metal building shall be erected on said premises.
7. That any cottage constructed must be equipped with modern plumbing facilities and that no outdoor toilets or chemical closets will be permitted.
8. If the Grantees or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any real property as shown on said Map or Plan to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenant or restrictions, and either to prevent them from so doing or to recover damages or other dues for such violation. Invalidation of any of these covenants or restrictions by judgment or any court shall in no wise affect any of the other provisions which shall remain in full force and effect.

Meaning and intending to describe and convey the same premises conveyed to Grantors herein by deed of Robert S. Brown and Helene E. Brown dated January 29, 1968 and recorded in the Merrimack County Registry of Deeds at Book 1020, Page 387, and a portion of those premises as conveyed to Grantors herein by deed of Robert S. and Helene E. Brown dated April 24, 1971 and recorded in the Merrimack County Registry of Deeds at Book 1095, Page 155.

Tract V

An undivided one-half interest in a certain parcel or tract of land, with any buildings and improvements thereon, situate in the Town of New London, County of Merrimack, and State of New Hampshire, and being Lot #1 (One) in Section VII (Seven) as shown on a Plan of Lots in Forest Acres as shown on a map by Lloyd H. Littlefield, Surveyor, dated June 1963 and recorded in the Merrimack County Registry of Deeds as Plan Number 1848.

The herein conveyed premises being subject to all easements of record.

Meaning and intending to describe and convey the undivided one-half interest in all and the same premises as conveyed to Grantors herein by deed of Scott E. Brown and Laura J. Brown, dated March 9, 1990, and recorded in the Merrimack County Registry of Deeds at Book 1834, Page 490.

Consideration is such that minimum transfer tax is payable.

BK2211 PG1081

EXECUTED this 23rd day of June, 2000.

Robert S. Brown
Robert S. Brown

Sandra J. Brown
Sandra J. Brown

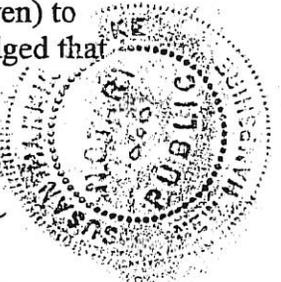
STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 23rd day of June, 2000, before me, the undersigned Officer, personally appeared Robert S. Brown, know to me (or satisfactorily proven) to be the person whose name is subscribed to the withing instrument and acknowledged that they executed the same for the purposes therein contained.

L. D. Zinke
Notary Public

My Commission Expires:

SUSAN N. HANKIN-BARKE
Notary Public New Hampshire
My Commission Expires March 8, 2004



STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 23rd day of June, 2000, before me, the undersigned Officer, personally appeared Sandra J. Brown, know to me (or satisfactorily proven) to be the person whose name is subscribed to the withing instrument and acknowledged that they executed the same for the purposes therein contained.

Paula D. Falkowski
Notary Public

My Commission Expires:



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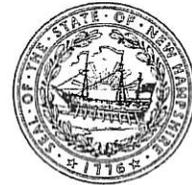
MERRIMACK COUNTY RECORDS

Kath L. Quay, Register

2237 Bob Brown



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

January 30, 2015

CLD CONSULTING ENGINEERS INC
16 HEMLOCK RIDGE DR STE #103
WHITE RIVER JCT VT 05001

RE: Expired Construction Approval: CA2008095716
Property Location: 458 Forest Acres Road, New London
Map/Lot: 119 / 11

Dear Applicant:

On 12/04/2008, The Department of Environmental Services Subsurface Systems Bureau (DES) issued construction approval number CA2008095716 for the above referenced Individual Sewage Disposal System (ISDS). As noted on the issued Approval for Construction of Individual Sewage Disposal System (ISDS), the construction approval expires four (4) years from the date of issuance.

This notice is to inform you that construction approval number CA2008095716 has expired. Pursuant to Env-Wq 1003.02(f), DES is required to notify the applicant no less than 30 days prior to discarding the application.

Please note, if you intend to proceed with the activity initially requested, a new application, complete with plans and fee must be submitted.

If you have any questions, please contact James W. Berg, Subsurface Systems Bureau at (603) 271-3501.

Sincerely,

James W. Berg
James W. Berg

Subsurface Systems Bureau
Land Resources Management

cc: Town of New London

