

**TOWN OF GORHAM
PLANNING BOARD**

**APPLICATION FOR: MAJOR SUBDIVISION, MINOR SUBDIVISION,
LOT LINE ADJUSTMENT OR SITE PLAN REVIEW**

Map # U5 Lot # 21

_____ Major Subdivision

_____ Minor Subdivision

_____ Lot Line Agreement / Boundary Adjustment

X Site Plan Review

Street / Location 101B Main St. Gorham, NH

To have an application accepted as complete prior to the Planning Board's consideration for approval, an applicant must:

1. Submit this form along with the appropriate checklist attached
2. Provide all information required by the Subdivision or Site Plan Review Regulation, and;
3. Remit full payment of application fees to the Board **15 days before** the regular monthly meeting.

The undersigned owner and / or his designated agent hereby submits to the Gorham Planning Board a subdivision plat dated _____ which is entitled U521 and requests approval of said plat, pursuant to the requirements of the APPROPRIATE checklist. In consideration for this approval and the privileges adherent thereto, the applicant hereby agrees:

1. To carry out the improvements as shown and intended by said plat, including any work made necessary by unforeseen conditions, which become apparent during construction.
2. To post all streets "Private" until accepted by the Town and to provide and install standard street signs as approved by the Town for all street intersections.
3. To give to the Town on demand, proper deeds for and/or right-of-way reserved on the plat for streets, drainage or other purposes as agreed upon.
4. To hold the Town harmless from any obligation it may incur, or repairs it may make, because of applicant's failure to carry out any of the foregoing provisions.
5. To make no changes whatsoever in the Final Plat as approved by the Board unless a revised plat or re-subdivision is submitted to and approved by the Board.

The undersigned owner may designate an agent (relative, surveyor, or real estate broker, etc.) to carry out the application process and to whom all related communications may be addressed:

Owner's Name and Address:

Maureen
11 McFarland St
Gorham, NH 03587

Agents Name and Address:

Stephanie
15 McFarland St
Gorham, NH 03587

Stephen Jackson
13 McFarland St.
Gorham, NH 03581
(603)723-2004

Property Owner
Joseph Micucci
11 McFarland St.
Gorham, NH 03581
(603)723-9111

This project proposes converting two existing apartments on the second floor of the building at 101B Main St. Gorham, NH (a commercial zone) - into seven short term rental / hotel rooms. The changes will be to the interior of the existing building itself. There are no proposed changes to the site. The accompanying drawing shows the property boundary lines, existing driveway, and the current building. Parking for customers will be - two (existing) places are marked #1 & #2. Five additional spaces are located behind Libby's Bistro, (see easement) for a total of seven spaces. A fire hydrant is located fifty five feet off the NW corner of the building. The storm water drain is 28 feet from the NW corner of the building. One sign will be placed at the NW corner of the property - design is not yet finalized/ down facing lighting will be incorporated.


Joseph Micucci

Date

3.25.2021

Stephen Jackson



Abutter's

Liz Jackson 13 McFarland St Gorham, NH 03581

Steve Grone/ Grone Family Revocable Trust 52 Railroad St Gorham, NH 03581

JD Developers LLC 10 Exchange St, Gorham, NH 03581

Erwin Klunger 108 Main St. Gorham, NH 03581

Carl J Mercier/ Mercier Revocable Trust 104 Main St. Gorham, NH 03581

REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on March 23, 2021, by and between Elizabeth Micucci BDA Libby's Bistro of 111 Main St., Gorham, New Hampshire 03581, hereinafter ("Grantor"), and Joseph Micucci of 11 McFarland St, GORHAM, New Hampshire, 03581 hereinafter ("Grantee").

Recitals

A. The Grantor is the owner of certain real property commonly known as 111 Main St., Gorham, New Hampshire, 03581, and more fully described as follows: Town of Gorham - Map# U5 Lot# 22, (Servient Estate).

B. The Grantee is the owner of certain real property commonly known as New Hampshire, 11 McFarland St, GORHAM Joseph Micucci, Gorham Town Map U5 - Lot# 21, ("Dominant Estate").

C. The Grantee

rights in the Servient Estate.

1. Grant of Easement

For valuable consideration following-described

wrong
Property
Address

Grantee an easement on and across the
ate: Town of Gorham - Map# U5 Lot# 22.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by For the use of five parking spaces.

3. Duration and Binding Effect

The easement shall endure 200 years. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee by For the use of five parking spaces.

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to To provide five parking spaces for the Hotel..

6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

7. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

8. Grantee's Rights and Duties

Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

11. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.


12. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement,

or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

The parties have executed this agreement on the above mentioned date.

GRANTOR:

By: 
Elizabeth Micucci BDA Libby's Bistro

Date: 3.25.2021

GRANTEE:

By: 
Joseph Micucci

Date: 3/25/2021