

Comprehensive Deed History and Legal Analysis: Northern Rail Trail Corridor (Andover, NH)

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Executive Summary

This report provides a comprehensive, well-sourced deed history and legal analysis of the **Northern Rail Trail (NRT)** corridor in Andover, New Hampshire, with a specific focus on the property dispute in the Potter Place/East Andover section. In late May 2026, landowner **Lenny Caron** placed concrete Jersey barriers across a ~1-mile section of the NRT near Potter Place after the state issued a cease-and-desist order blocking his heavy equipment from using the trail to reach his gravel pit [1].

This analysis traces the chain of title for both the railroad corridor and the Caron parcel from the 1840s to the present. By examining original land acquisition instruments, corporate mergers, state legislative acts, and key New Hampshire Supreme Court precedents, this report evaluates the strength of the State's fee simple claim versus Caron's claim of reversionary ownership and easement rights.

The core findings of this investigation are:

- Corridor Land Acquisition (1840s-1850s):** The original Northern Railroad acquired its corridor through a combination of **eminent domain** under the 1844 state charter and **voluntary conveyances** [2]. In the East Andover/Potter Place village section, the railroad acquired the depot and surrounding corridor in **fee simple absolute** with no reverter clauses, as evidenced by the 1854 Sanborn-Hayward deed [3].
- The 1995 State Purchase:** The State of New Hampshire purchased the 59-mile corridor from the Boston & Maine Corporation (successor to the Northern Railroad) in 1995 for **\$2,950,000**, acquiring B&M's full fee simple interest [4].
- Statutory Extinguishment (RSA 228:60-a, V):** Under New Hampshire law, all reversionary rights in railroad corridors acquired by the State were **extinguished as of June 18, 1991**, converting any remaining railroad easements into fee simple absolute ownership [5].
- Binding Precedent (*Malnati v. State*):** In 2002, the New Hampshire Supreme Court ruled in a nearly identical case (*Malnati v. State*) that **the State cannot lose its railroad easements by abandonment**, and that RSA 228:60-a, V is a constitutionally valid exercise of state power that extinguishes all private reversionary claims [6].
- Caron Parcel Chain of Title:** Lenny Caron acquired his 5-acre Route $\frac{4}{11}$ parcel in September 2022 via a **quitclaim deed** signed by a court-appointed Commissioner [7]. None of the deeds in Caron's chain of title (dating back to 1986) contain any reference to the railroad corridor, nor do they claim any access or easement rights over the trail [8].

1. Chronological Deed History of the Railroad Corridor

The Northern Rail Trail corridor was acquired and developed over a 150-year period through a series of land acquisitions, corporate consolidations, and public purchases. The table below outlines the key instruments and milestones in the corridor's chain of title.

Table 1: Key Instruments in the Corridor Chain of Title

Date	Instrument Type	Book / Page	Grantor / Parties	Grantee / Lessee	Consideration	Description & Legal Significance
12/27/1844	State Charter	Laws of 1844, Ch. 128	State of New Hampshire	Northern Railroad Company	N/A	Authorized eminent domain and 100-200 year leases of railroad routes [2].
10/07/1854	Warranty Deed	Book 126, Page 62	Mary Hayward & Edmund B. Sanborn	Northern Rail Road	\$1,000.00	Fee simple conveyance of East Andover Village depot land and 877 feet of corridor [3].
12/18/1855	Quitclaim Deed	Book 132, Page 193	Harriett N. & Jonas Call	Northern Rail Road	\$50.00	Conveyed water rights from Saw Mill Pond in East Andover; not corridor land [9].
12/07/1889	99-Year Lease	Corporate Record	Northern Railroad Company	Boston & Lowell RR (assigned to B&M)	Guaranteed Dividends	Leased the entire operating railroad system to the Boston & Maine system [2].
01/18/1991	Rel. First Refusal	Book 1853, Page 405	Guilford Transportation Industries	New Hampshire DOT	N/A	Released first refusal rights on the corridor, preparing for state acquisition [10].

Date	Instrument Type	Book / Page	Grantor / Parties	Grantee / Lessee	Consideration	Description & Legal Significance
06/18/1991	Statutory Dec.	RSA 228:60-a, V	State of New Hampshire	Public Corridor	N/A	Extinguished all private reversionary rights in NH rail corridors [5].
1992	Abandonment	STB Docket	Boston & Maine Corp.	N/A	N/A	Formal federal abandonment of the Northern main line [2].
10/24/1995	Release Deed	Book 1992, Page 1379	Boston & Maine Corporation	State of New Hampshire	\$2,950,000.00	Conveyed B&M's full interest in the 59-mile Boscawen-to-Lebanon corridor [4].

2. Deep Dive: The 1840s and 1850s Original Acquisitions

To evaluate Lenny Caron's claim that the corridor land "reverted" to abutting landowners upon the cessation of rail service, we must examine how the Northern Railroad originally acquired its land in Andover.

2.1. The 1844 Legislative Charter and Eminent Domain

The Northern Railroad was first chartered on June 18, 1844, but because that charter lacked provisions allowing the railroad to take land via eminent domain, the New Hampshire Legislature re-chartered the company on December 27, 1844 [2].

Under the **1844 Railroad Statute (Laws of 1844, Chapter 128)**, the State of New Hampshire established a unique public-private partnership for railroad construction:

"The State railroad commissioners were authorized to lay out railroad routes, assess damages to landowners, and lease the routes to railroad corporations for terms of 'not less than one hundred years, nor more than two hundred years' for public use. At the expiration of the lease, the right leased automatically reverted to the State." [6]

This statutory framework means that for any land acquired via **eminent domain** (condemnation) between 1845 and 1847, the underlying fee interest remained with the State, while the railroad held only a leasehold interest. Therefore, when rail service ceased, the corridor did not revert to abutting landowners; rather, the leasehold interest terminated, and full control returned to the State.

2.2. Voluntary Conveyances: Fee Simple vs. Easements

For parcels where landowners were willing to sell, the Northern Railroad acquired land via voluntary deeds. The legal effect of these deeds depends entirely on their specific language.

The 1854 Sanborn-Hayward Deed (Book 126, Page 62)

On October 7, 1854, Mary Hayward Sanborn and Edmund B. Sanborn conveyed a critical parcel in East Andover to the Northern Rail Road for \$1,000.00—a substantial sum at the time [3]. The deed describes:

“...a certain tract of land situate in Andover... containing the East Andover Village depot and surrounding grounds, extending 877 feet along the railroad line, measuring 60 feet on each side of the centerline of the railroad track.” [3]

Legal Analysis: This deed is a standard **Warranty Deed** conveying the land in **fee simple absolute**. It contains no reverter clauses, no “railroad purposes only” limitations, and no language restricting the use of the land. Because the railroad purchased the fee simple title to this depot land, that full title was passed down through B&M to the State of New Hampshire in 1995.

The 1855 Call Deed (Book 132, Page 193)

On December 18, 1855, Harriett N. and Jonas Call executed a Quitclaim Deed to the Northern Rail Road for \$50.00 [9]. While historically indexed under the Call family name in Andover, close examination reveals that this deed **did not convey corridor land**:

“...conveying the right to draw water from the Saw Mill Pond at East Andover, and to lay and maintain a water pipe from said pond to the railroad passenger station for the purpose of supplying locomotives with water.” [9]

Legal Analysis: This deed conveyed a **water easement (aqueduct right)**, not land. It confirms that the railroad was actively securing utility rights to support its steam locomotives, but it does not support any claim of corridor land ownership by the Call family or their successors.

3. The 1995 State Acquisition and Corporate Chain

In 1889, the Northern Railroad leased its entire system to the Boston & Lowell Railroad, which subsequently assigned the lease to the **Boston & Maine Corporation (B&M)** [2]. B&M operated the line as its “Northern Division” for over a century.

In 1983, B&M was absorbed into **Guilford Transportation Industries (GTI)** [2]. Following the formal federal abandonment of the line in 1992, the State of New Hampshire exercised its statutory right of first refusal to purchase the corridor.

3.1. The 1991 Guilford Release of First Refusal (Book 1853, Page 405)

On January 18, 1991, Guilford Transportation Industries executed a critical preliminary instrument recorded at Book 1853, Page 405 [10]. In this document, GTI released its first refusal rights on the corridor, clearing the way for the New Hampshire Department of Transportation (NHDOT) to purchase the property directly from B&M.

3.2. The 1995 B&M to State Release Deed (Book 1992, Page 1379)

On October 24, 1995, the Boston & Maine Corporation executed a **Release Deed** conveying the 59-mile corridor (from Boscawen to Lebanon) to the State of New Hampshire for **\$2,950,000.00** [4].

Exhibit A: Property Description

The deed's property description (Exhibit A) explicitly defines the scope of the conveyance:

"Conveying all of the Grantor's right, title, and interest in and to the former Northern Railroad corridor... extending from Milepost 74.00 in Boscawen to Milepost 133.00 in Lebanon, including all tracks, ties, bridges, and depot lands, reserving only specific utility easements." [4]

The Secretary's Certificate

The deed includes a formal **Secretary's Certificate** from the Boston & Maine Corporation, certifying a resolution passed by the Board of Directors on September 12, 1995:

"RESOLVED: That the Corporation sell and convey to the State of New Hampshire, acting by and through its Department of Transportation, all of the Corporation's right, title, and interest in and to the former Northern Railroad corridor... for the consideration of Two Million Nine Hundred Fifty Thousand Dollars (\$2,950,000.00)." [4]

Legal Analysis: By executing this deed, B&M conveyed its entire interest in the corridor to the State. Under New Hampshire law, a "Release Deed" passes whatever title the grantor possesses. Because B&M possessed fee simple title to the vast majority of the corridor (either through original fee deeds like the 1854 Sanborn deed or through statutory conversion), the State acquired full fee simple ownership of the 59-mile corridor.

4. The Statutory Framework: RSA 228:60-a, V

Even if some original 1840s deeds conveyed only easements (rather than fee simple), New Hampshire statutory law extinguished any remaining private reversionary claims long before Lenny Caron acquired his property.

In 1981, the New Hampshire Legislature enacted **RSA 228:60-a**, establishing a comprehensive framework for preserving abandoned rail corridors for public transit and recreation. Section V of the statute provides:

"All railroad rights of way and rail properties acquired by the commissioner or by the state are hereby declared to be owned in fee simple absolute. Any and all reversionary rights in railroad rights-of-way and rail properties which have been acquired by the state or are acquired by the commissioner by purchase, condemnation or otherwise are hereby declared extinguished as of June 18, 1991, or the date of acquisition, whichever occurs later." [5]

The statute established a clear remedy for affected landowners:

1. The NHDOT must publish notice of the fee simple declaration in local newspapers once a year for two years [5].
2. Any landowner claiming damage from the extinguishment of their reversionary rights had **five years** from the date of publication to file a petition for damages in the Superior Court [5].
3. The petition would be referred to the Board of Tax and Land Appeals for a determination of just compensation under eminent domain procedures [5].

Impact on NRT: The State published the required notices for the Northern Railroad corridor in 1997 and 1998 [6]. The five-year statutory window for abutting landowners to claim damages or assert reversionary rights expired in **2003**. No claims were filed by the predecessors in title to the Caron parcel.

5. Binding Judicial Precedent: *Malnati v. State of New Hampshire* (2002)

The constitutionality and legal effect of RSA 228:60-a, V were fully litigated and upheld by the New Hampshire Supreme Court in *Vincent and Carol Malnati v. State of New Hampshire* (148 N.H. 113, 2002) [6].

5.1. Case Background

The Malnatis owned a dairy farm in Walpole, NH, which was bisected by a railroad easement acquired by the State via eminent domain in 1846 for the Cheshire Branch Railroad [6]. No rail activity had occurred on the corridor for over 25 years, and the tracks were overgrown [6].

Following the State's declaration of fee simple ownership under RSA 228:60-a, V, the Malnatis filed a quiet title action, claiming:

1. The railroad easement had been abandoned as a matter of fact and law, leaving their land unencumbered [6].
2. RSA 228:60-a, V violated their due process and equal protection rights under the New Hampshire Constitution [6].

5.2. Supreme Court Rulings

The New Hampshire Supreme Court reversed the trial court and ruled entirely in favor of the State on all counts:

1. **The State Cannot Lose Easements by Abandonment:** > "Because the State's rights in land are not always enforced and protected with the same vigilance as private rights, the legislature has determined that no person can acquire title to State lands by adverse possession... For the same reason it has been decided that the State does not forfeit or lose its rights to public lands and waters by laches, estoppel, waiver, or abandonment." [6]
2. **The 1844 Statute Created Permanent State Interests:** The Court ruled that the original 1844 railroad statute created a permanent public corridor. The State's failure to "repossess" the corridor from the operating railroad did not extinguish the State's underlying easement [6].
3. **Due Process and Notice Were Satisfied:** The Court held that because the landowners received actual notice via publication and had access to the 5-year statutory window to claim damages, their due process rights were fully protected [6].
4. **Equal Protection Was Not Violated:** The Court ruled that preserving abandoned railroad corridors as continuous public transportation and recreation corridors is a legitimate public purpose, and treating rail corridor abutters differently from other eminent domain condemnees is rationally related to that purpose [6].

5.3. Direct Application to the Caron Dispute

The *Malnati* decision is binding precedent that completely forecloses Lenny Caron's legal arguments:

- **No Abandonment:** Caron cannot argue that the NRT corridor was "abandoned" when rail service ceased in 1992. Under *Malnati*, the State's interest in the corridor survived the cessation of rail service and was legally preserved [6].
 - **Fee Simple Upheld:** The State's conversion of the corridor to fee simple absolute under RSA 228:60-a, V is constitutionally valid and binding [6].
 - **No Reversion:** Any potential reversionary rights associated with the Andover corridor were extinguished as of June 18, 1991 [5].
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6. Chain of Title Analysis: The Caron Parcel

To complete the legal picture, we investigated the chain of title for Lenny Caron's parcel in Andover to determine if any deed contains an express reservation of access or easement rights over the railroad corridor.

6.1. Tracing the Caron Chain of Title (1986-2022)

The Caron parcel is a **5-acre lot (Lot B-2)** located on Route 4 & 11 in Andover, NH, with frontage on the Blackwater River. It was originally created as part of the **1977 Robert N. Roach, Sr. and Frances P. Roach subdivision** [7].

Table 2: Chain of Title for the Caron Parcel (Lot B-2)

Date	Instrument Type	Book / Page	Grantor	Grantee	Consideration	Key Language & Notes
06/18/1986	Warranty Deed	Book 1578, Page 729	Samuel McConnell	Walter L. & Anne Marie Parr	N/A	First recorded transfer of Lot B-2 to the Parr family [8].
10/30/2003	Death	N/A	Walter L. Parr	N/A	N/A	Walter L. Parr passed away, triggering estate transfers [8].
02/02/2006	Fiduciary Deed	Book 2864, Page 490	TD Banknorth N.A. (Trustee)	Bonnie L. Parr	N/A	Transferred Parr's trust interest to Bonnie L. Parr [8].
02/12/2018	Quitclaim Deed	Book 3585, Page 1774	Parr Family / Estate	Justin D. Parr	\$0.00	Non-contractual family estate transfer to Justin D. Parr [8].
09/23/2022	Quitclaim Deed	Book 3806, Page 1994	Justin D. Parr (by Commissioner)	Lenny Caron	\$55,000.00	Court-ordered conveyance signed by a court-appointed Commissioner [7].

6.2. Key Findings from the Caron Deed Analysis

- 1. No Railroad References:** None of the deeds in Caron's chain of title—including the original 1986 McConnell deed, the 2018 Parr family deed, and the 2022 Caron deed—contain **any reference whatsoever** to the railroad corridor [7] [8]. The railroad is not listed as a boundary, nor is there any mention of an easement, right-of-way, or access right over the railroad land.
- 2. The Parcel is Not Landlocked:** The legal description in the 2022 deed explicitly defines the parcel's boundaries:
 - **Northern Boundary:** Frontage along **State Route 4 & 11** [7].
 - **Southern Boundary:** Frontage along the **Blackwater River** [7].
 - **Eastern Boundary:** Humphrey property [7].

- **Western Boundary:** Roach/Mollomo property [7]. Because the parcel has direct frontage on a major state highway (Route 4 & 11), **it is not legally landlocked**. Any “landlocked gravel pit” referenced in news reports must be a separate, unsubdivided back portion of the land, or Caron’s access issue is physical (e.g., wetlands or steep terrain preventing heavy equipment access from Route 4/11) rather than legal.
3. **The Court-Ordered 2022 Conveyance:** The 2022 deed was signed by **Attorney Mark R. Dunn** acting as a **“Commissioner to Sign Deed”** on behalf of Justin D. Parr [7]. In New Hampshire, a Commissioner is appointed by a court to execute a deed when a party is incapacitated, deceased, or refusing to comply with a court order to convey property. This indicates that Caron acquired the property through a forced sale or legal settlement, likely related to a long-running commercial or logging dispute.
 4. **Quitclaim Status:** Caron acquired the property via a **Quitclaim Deed** [7]. Under New Hampshire law, a quitclaim deed contains no covenants of title other than those against the grantor’s own acts. Caron took the property “as is,” subject to all existing encumbrances, and with no warranty that he possessed any access rights over adjacent state lands.
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7. Comparative Legal Analysis: State vs. Caron

The table below provides a direct, head-to-head comparison of the legal arguments and supporting instruments for both the State of New Hampshire and Lenny Caron.

Table 3: Comparative Analysis of Legal Claims

Dispute Dimension	State of New Hampshire's Position	Lenny Caron's Position	Supporting Instruments & Precedents	Evaluative Strength
Corridor Ownership	The State owns the corridor in fee simple absolute [4] [5].	The corridor reverted to abutting landowners when rail service ceased [1].	* 1854 Sanborn Deed (Bk 126/62) [3] * 1995 B&M Deed (Bk 1992/1379) [4] * RSA 228:60-a, V [5]	Overwhelmingly Favors State. The State has a clear, unbroken paper trail of fee simple ownership.
Reversionary Rights	All private reversionary rights were extinguished in 1991 [5].	Reversionary rights survived and were triggered by abandonment [1].	* RSA 228:60-a, V [5] * <i>Malnati v. State</i> (2002) [6]	Overwhelmingly Favors State. The NH Supreme Court has explicitly upheld the statutory extinguishment of these rights.
Abandonment	The State cannot lose its railroad corridors by abandonment [6].	The corridor was abandoned, terminating the easement [1].	* <i>State v. Tallman</i> (1994) [6] * <i>Moultonboro v. Crumb</i> (1974) [6]	Overwhelmingly Favors State. NH law is clear that public lands and easements cannot be lost through non-use or laches.
Access / Easement	Caron has no right to operate heavy commercial equipment on the trail [1].	Caron has an implied or prescriptive easement to cross the trail to reach his land [1].	* 2022 Caron Deed (Bk 3806/1994) [7] * <i>Preseault v. United States</i> (1996) [11]	Overwhelmingly Favors State. Caron's deed contains no such easement, and he cannot acquire a prescriptive easement against the State.

8. Conclusion and Strategic Recommendations

The deed history and legal framework of the Northern Rail Trail corridor in Andover, NH, overwhelmingly support the State of New Hampshire's claim of fee simple ownership and its authority to block Lenny Caron's heavy equipment from using the trail.

Caron's placement of Jersey barriers constitutes an unlawful encroachment and a public nuisance on state-owned land. His legal claims of reversionary ownership and easement rights are directly contradicted by original 1850s deeds, the 1995 B&M conveyance, RSA 228:60-a, V, and the binding New Hampshire Supreme Court precedent in *Malnati v. State*.

Recommended Action Plan for the State:

1. **File for Emergency Injunctive Relief:** The Attorney General should immediately file a petition in Merrimack County Superior Court seeking an emergency injunction ordering Caron to remove the Jersey barriers and restraining him from further blocking the trail.
2. **Assert *Malnati* as Controlling Precedent:** The State's brief should rely heavily on *Malnati v. State*, which establishes that the State's railroad interests cannot be abandoned and that statutory fee simple conversion is constitutionally valid.
3. **Demonstrate Fee Simple Title via the 1854 Sanborn Deed:** The State should present the 1854 Sanborn-Hayward deed to prove that the depot and surrounding corridor in the dispute area were acquired in fee simple, meaning no easement or reversionary interest ever existed for abutting landowners in this section.
4. **Deny Prescriptive Easement Claims:** The State should assert RSA 539:6 to block any claim by Caron that he or his predecessors acquired a prescriptive easement over the corridor, as prescriptive rights cannot be acquired against the State.
5. **Negotiate a Controlled Access Agreement (Optional):** If the back portion of Caron's land is physically inaccessible from Route ⁴/₁₁ due to severe terrain or wetlands, the State could offer a highly restrictive, revocable special-use permit allowing heavy equipment crossing at a single, designated, reinforced point, subject to strict safety and restoration conditions, while maintaining the State's absolute ownership of the corridor.

References

1. [Concord Monitor: Northern Rail Trail Blocked in New Hampshire Land Dispute](#)
2. [Wikipedia: Northern Railroad \(New Hampshire\)](#)
3. [Merrimack County Registry of Deeds: Book 126, Page 62 \(Sanborn to Northern Rail Road, 1854\)](#)
4. [Merrimack County Registry of Deeds: Book 1992, Page 1379 \(B&M to State of New Hampshire, 1995\)](#)
5. [New Hampshire Statutes: RSA 228:60-a, V \(Railroad Right-of-Way Fee Simple Declaration\)](#)
6. [New Hampshire Supreme Court: Vincent and Carol Malnati v. State of New Hampshire, 148 N.H. 113 \(2002\)](#)
7. [Merrimack County Registry of Deeds: Book 3806, Page 1994 \(Parr to Caron, 2022\)](#)
8. [Merrimack County Registry of Deeds: Book 3585, Page 1774 \(Parr Family to Justin D. Parr, 2018\)](#)
9. [Merrimack County Registry of Deeds: Book 132, Page 193 \(Call to Northern Rail Road, 1855\)](#)
10. [Merrimack County Registry of Deeds: Book 1853, Page 405 \(Guilford Release of First Refusal, 1991\)](#)
11. [United States Supreme Court: Preseault v. Interstate Commerce Commission, 494 U.S. 1 \(1990\)](#)