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William E. Boc
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May 24, 2021

David M. Garvey
P.O. Box 935
Durham, NH 03824

Sent by email only: dave@garveyco.com
davegarve@kwcommercial.com

RE: Henderson Subdivision Reciprocal Easements

Dear Dave:

The attached Declaration of Intent To Convey Lots With Reciprocal Access & Utility Easements and with Common Maintenance Obligations responds to your email exchange last week with Jim Hewitt. As we discussed by phone, the Hendersons (as trustees of their respective trusts) as current owners of the property, cannot grant reciprocal easements to each other to burden and benefit the two new subdivided lots. As a matter of property law, their common ownership of both lots would make such easement grants subordinate to their ownership. By merger of title, the easements would not run with the land and could be ignored unless reconveyed in the same format to third party (different) purchasers of the lots.

To satisfy similar conditions of Planning Board approval, I have recommended that the current owner record contemporaneous with an approved final subdivision plan, a Declaration of Intent to convey the lots subject to such reciprocal easements (both benefit and burden). Purchasers (their or their lenders' title searches) would insist that a deed to them/it (buyer) include specific reference to the Declaration for the purpose of binding the lot(s) to the reciprocal easements and common driveway maintenance terms (as well as the condition to shift access to Route 9 to a new roadway if ever built).

In my opinion, as soon as one lot is sold to a different owner, and reference is made to the Declaration, both lots will be burdened by it.

At your request, we will prepare deeds to third party purchasers of the lots. Preferably, both deeds will include specific metes and bounds description pursuant to the new subdivision plan. Following a metes and bounds description, both deeds would include this text:

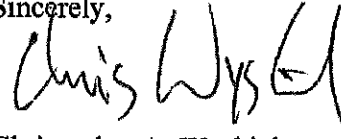
LAND USE OFFICE

The above described lot is conveyed together with the benefit and burdens, and subject to the conditions and common maintenance terms of that certain Declaration of Intent To Convey Lots With Reciprocal Access & Utility Easements and with Common Maintenance Obligations by David R. Henderson, Trustee of the David R. Henderson Living Revocable Trust, and Glenda J. Henderson, Trustee of the Glenda J. Henderson Living Revocable Trust, dated _____, 2021, and recorded at the Strafford County Registry of Deeds at Book _____, Page _____.

It would be preferable to record the final Planning Board approved plan first, so that reference to it can be included in the Declaration. Barrington can certainly approve the attached Declaration and make its recording (after plan recording) a condition of final approval.

Anticipating that the Hendersons convey both lots to you first, whether by metes and bound description, or simple plan and lot reference (following the recording of the new approved plan) that conveyance similarly can be subject to the Hendersons' Declaration to provide record notice to purchasers/title searchers of either lot from you that their deed(s) should specifically include reference to the same Declaration.

Sincerely,



Christopher A. Wyskiel

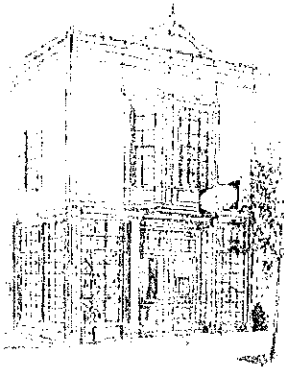
CAW/lew
Enclosure

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LAND USE OFFICE



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MAY 25 2021

561 Central Avenue • Dover, New Hampshire 03820-3480 • Phone: 603-742-5222 • Fax: 603-742-7212 • info@wbtblaw.com

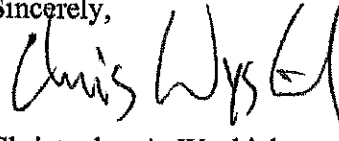
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MAY 27 2021
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