

Additional

Documents

from

Richard Townsend

Property Owners:

Brief summary

I've updated and corrected some information within the link. I hope all the "members" can contribute any correcting efforts as well as ask me for more information that may be omitted which they may like. I can do this quickly and at no cost.

There is superfluous information in deeds that are "in between" important originating and current, meaning transfers that are only repeat information. Along the way, some grantors terminology differs which should not. The original deed is the "meaning and intending" but also, was missing a lot of crucial terminology or proper grammar and more important, missing intentions.

An example is that Eldridge obviously would not grant a part of her land without retaining access to the lake (Stibbards). Also, it's obvious that she would not grant land without the right to access it (yours).

There are several lots that have no right of way.

Then there are blatant mistakes and INTENTIONAL omissions. The alleged fire road was fabricated but never legally created because it could not be. Instead and after the fact, a previously agreed ROW was documented out of behind-the-scenes, a ROW on the Campground property. Legal descriptions reference "beginning at a ROW" which is that on the campground property.

Now the obvious... When the 2008 Map was created for McKenney by Berry surveying, they drove pins that threw the entire cluster of property lines on the south side of Rosemary, off. When that illegal so-called 20' ROW, that a deed was fabricated for Fogarty to sign in 1999, using the illegal survey map created in 2008 at the expense and by McKenney, a point of beginning which is far from accurate, was created. Future surveys compounded the error. When that 20' area is removed, the entire cluster from Rosemary, comes into perfect order and sense.

The Fogarty Quitclaim deed from Ivan to the association is not valid either. The road was an access point dating to be beginning and existed before the 2 major subdivisions (which were break-offs). All the lots that reference the ROW have beginning points and trump recent deeds, valid or not. The ROW, having no width, is a leftover area. The quitclaim deed that Don Whittum crated, references dimensions derived from the tax map which is far from accurate. The road frontage stating 26.5' does not exist. That is what measurement was remaining after the assessor's office collected information that derived from Berry's bogus 20' ROW, drawn on the northerly side of the real ROW on the campground property.

The lot 29 is UP TO the depth described in the deed 300' on both northerly and southerly side lines. UP TO is reduced by the lots 34 and 36 which trump lot 29. Matt's lot 33 has a 100' depth. Dave's 2 lots of 75' each and my lot 30 is 100'. The total available depth is 350 feet. Lot 29 and 34 describe depth of 400'. Because lot 29's 300' is trumped by lot 34, lot 29 can only have 250' along Dave and my lots.

Now look at the 2008 map that Berry created. The line south of lot 29 shows 298'. The parallel boundary is 250' meaning this drawing is bogus. Note that this is a TO SCALE DRAWING and his scale marker is shown.

Dave said that McKenney bailed out from selling Dave lot 36 at the last minute. Luzi (lot 29) said he kept the bogus ROW clear until recent years and that she always argued about that being her land. I hear that Lisa Hunts lot 38 was the alleged right for people to cross as a ROW which she argued? I've not confirmed. Such ROW does not exist and she and

Luzy are right to prohibit passage. In the event Dave purchase land that allegedly existed by McKenney which really didn't exist, McKenney would be liable if transferred via warranty deed or even worse, selling something he really knew did not exist. I left my card at Dick's home with no reply since I've created this "book" of data.

Dick bought lot 34 by warrantee deed by the person Fogarty granted a warranty deed to in the beginning, meaning liability is on Fogarty's hands but through the string of owners hence a motive exists to prolong "getting caught" until death. Once Ivan is gone, any damages would be a burden to his estate. It seems like this should be resolved ASAP.

With ASAP on the table, I have determined that the people on Rosemary don't especially care about cleaning the deeds (all issues) for their children but with knowledge on the table, any transfer from this date on must be disclosed to buyers to avoid liability unless they are conveying with only Quitclaim deeds. Knowledge establishes responsibility and liability.

The cure is simple. Everyone on both sides (original parcels) of Rosemary need to come together (missing NOT one party) to execute a global master plan agreement. Randy Orvis has walked the lines with me and comprehends most to all the problems. He targeted the cluster mess created by that 20' fabricated ROW before I told him. That meant a lot! Randy said since I've done all the footwork, he can complete the master plan with all easements (rights to use) that allow the encumbrances (encroachments) to remain.

The fire turn-around exists at the end of the road, as shown.

If Luzy agrees to allow, there is a "fancy foot-work" dance that can create a lot 34, POSSIBLY, accessed via Rosemary lane. Any NON-conforming lot can't deed away any more land. A corrective deed that grants prescience to lot 34 is the only way that lot can be recreated but only if Lot 29 goes along. The BEST solution to the lot 34 is to obtain a right to use for septic purposes only, from lot 29, meaning lot 29 retains ownership of the 250' +/- lot and Dave (and others) can then use that area for a leach field with everyone having their own 2 chamber septic tanks along the lake, removing direct phosphate contamination from the lake. I can help with all of this, assisting property owners install such equipment, for very low costs. Randy can include that with the master plan and design a system, accordingly, surely at an additional cost of probably about \$400 per lot that would benefit.

Rosemary Lane becomes a much more comfortable road with the width at Hall road corrected by avoiding the bogus 20' measurement by Berry's 2008 plan.

I grant right to use to lot 29 and Dave's lot 31.

Lot 29 grants to use to Lots 30, 31 and 32... and so forth.

If Dave can contribute the cost of his new leach field to the community field, he and everyone can benefit, making this a viable solution.

Richard Townsend

Townsend Building & Finance

119 Hall Rd

Barrington, NH 03825

O: 603 664-5987

M: 603 498-0747

Richard@ACEnergySaver.com

While searching for the title to Lots 34 and 36 which is alleged to be owned by Richard (& Theresa) **McKenney**, I come across this deed which refers to a 20 foot tract. The 530 foot throws me off. I feel this may not be a valid ("Warranty") Deed.

Beginning on the N side of Hall road (N is the Swain Pond side of Hall road)...

At the SW corner of land of Armand Fontaine...

And at the SE corner of land of George and Kathleen Demeritt ...

Running Northerly, westerly and again Northerly TOWARDS Swains Pond...

Bounded Easterly by

Armand Fontaine

Dana Sharp

George Demers

And (bounded) Westerly by Thomas and Doris Saulnier

Terminates at the SW corner of Demers...

A total of 530'

WARRANTY DEED

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KNOW EVERYONE BY THESE PRESENTS,

That of Ivan T. Fogarty ST. [Grantor]
1641 SE Lorraine Street in Port Lucie, Florida

for consideration paid, grants to Richard A. McKenney and Theresa F. McKenney [Grantees]
of 308 Goodwin Road in Eliot, Maine

with warranty covenants as joint tenants with rights of survivorship

A certain twenty (20) foot wide tract or parcel of land situated in Barrington, County of Strafford and State of New Hampshire over which others have deeded rights to pass and repass, bounded and described as follows:

Commencing on the north side of Hall Road in said Town of Barrington at the southwest corner of land now or formerly of Armand Fontaine and at the southeasterly corner of land owned now or formerly of George and Kathleen Demeritt and thence running in a general northerly, westerly and again northerly direction toward Swains Pond, bounded easterly by land now or formerly of Armand Fontaine, Dana Sharp and George Demers and westerly by land now or formerly of Thomas F. and Doris Saulnier. Said conveyed parcel terminates at the northwesterly corner of the Demers property previously mentioned for a total length of five hundred and thirty (530) feet, more or less.

This is not homestead property of the Grantor.

For reference purposes, deeds recorded at the Strafford County Registry of Deeds, which have rights of way in common with others to pass and repass over said Right-of-Way are as follows:

Thomas F. and Doris A. Saulnier to Myron P. and Olive P. Peabody - Book 690, Page 97 dated June 24, 1958.

Ivan Fogarty to Armand Fontaine - Book 750, Page 404 dated June 20, 1962.

Ivan Fogarty to Dana and Joan Sharp - Book 791, Page 59 dated October 2, 1964.

Signed this 23rd day of May, 1999

Ivan T. Fogarty
Ivan T. Fogarty

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REGISTER OF DEEDS
STRAFFORD COUNTY

009491

A certain tract or parcel of land situated in Barrington, County of
Strafford and State of New Hampshire, bounded and described as follows:

Beginning at a right of way at the Northwesterly corner of land of
one Armand Fontaine; thence turning and running in a Westerly and Northerly
direction by said right of way a distance of one hundred thirty (130) feet to
the Southwesterly corner of land of one George Demers; thence turning and
running Easterly by Demers land and land of one Barbarisi a distance of two
hundred thirty-eight (238) feet to land now or formerly of Norman LaBranch;
thence turning and running Southerly by said LaBranch land a distance of
fifty-five (55) feet to an iron stake; thence turning and running Westerly by
land of Armand Fontaine a distance of one hundred forty (140) feet to the
point of beginning.

Meaning and intending to convey a portion of the premises acquired
by deed of Leonard Fogarty, see Strafford Registry of Deeds, Book 671, Page
227; Book 483, Page 333 and Book 498, Page 159. Together with a right of
way leading to the pond.

I, Ivan T. Fogarty, am single.

WITNESS My hand and seal this *second* day of *October*, 1964.

Witness:

Eleanor G. Rogers

Ivan T. Fogarty

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STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

On this *second* day of *October*, 1964, personally
appeared Ivan T. Fogarty and acknowledged the foregoing instrument to be
his free act and deed. Before me,

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Eleanor G. Rogers
Justice of the Peace / Notary Public

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LIVED 11:50 A.M. FEB 15, 1965

EXAMINED BY

J. P. [Signature]

REGISTER

750
404



Know All Men By These Presents

THAT I, Ivan Fogarty of Newmarket, County of Rockingham and State of New Hampshire, a single person, for consideration paid, grant to Armand Fontaine of Newmarket, County of Rockingham and State of New Hampshire, with warranty covenants, ~~all~~ a certain tract or parcel of land situated in Barrington, County of Strafford and State of New Hampshire, on the Northwestern side of the Hall Road, bounded and described as follows; viz:

Beginning at a marker on the Northwestern side of the Hall Road at the Southwesterly corner of land of Carroll; thence running West-erly by said Hall Road a distance of one hundred ten (110) feet, more or less, to a marker at a right of way leading from said Hall Road to Swain's Pond; thence running Northerly by said right-of-way a distance of three hundred (300) feet, more or less, to a marker; thence running Easterly by other land of the grantor herein a distance of one hundred forty (140) feet, more or less, to a marker; thence running Southerly by land now or formerly of Ryan, land now or formerly of LaBranche and land of said Carroll a distance of three hundred (300) feet, more or less, to the Northwestern side of said Hall Road and the point of be-ginning.

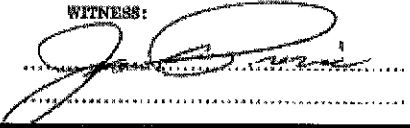
Together with the right in common with others over said right-of-way to and from said Hall Road and to and from said Swain's Pond.

~~XXXXX~~ ~~XX~~

~~XXXXXX~~ ~~XX~~

Witness my hand and seal this 20 day of June 19 62

WITNESS:





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Know all Men by these Presents:

THAT We, Thomas F. Saulnier and Doris A. Saulnier, both of Lee, in the County of Strafford and State of New Hampshire,

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for and in consideration of the sum of One Dollar and other valuable considerations, to us in hand before the delivery hereof, well and truly paid by Myron F. Peabody and Olive F. Peabody, both of Barrington, County of Strafford and State of New Hampshire, the receipt whereof we do hereby acknowledge, have granted, bargained and sold and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said Myron F. Peabody and Olive F. Peabody as joint tenants, and not as tenants in common, to them and their assigns, and to the survivors of them, and to the

heirs and assigns of such survivor forever, a certain tract or parcel of land situated in Barrington, County of Strafford and State of New Hampshire, on the Westerly side of the Hall Road, bounded and described as follows: Beginning on the Westerly side of the Hall Road at the Northeastly corner of land of Peabody; thence running Westerly and Southwesterly by said Peabody land as marked by a stone wall to a large oak at land of Conway; thence running Northwesterly by said Conway land a distance of eighty (80) feet, more or less, to Swain's Pond; thence running Northerly by said pond a distance of Twenty-nine feet more or less, to a pin at land of Estes; thence running Northeastly by said Estes land to a pin; thence running Northwesterly by said Estes land a distance of Two Hundred (200) feet, more or less, to a pin; thence continuing Northwesterly by land of Cannon to the Southerly side of a right of way; thence running Southeastly by said right of way to a marker on the Westerly side of Hall Road; thence running Southerly by said Hall Road to the point of beginning, together with the use of said right of way in common with others.

Being the same premises conveyed to Thomas F. Saulnier and Doris A. Saulnier by Ivan Fogarty by deed dated June 4, 1957 and recorded in Strafford County Registry of Deeds, Book 676, Page 123.

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PAGE

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THAT I, Ivan Fogarty, of Barrington, in the County of Strafford and State of New Hampshire,

for and in consideration of the sum of One Dollar and other valuable considerations, to me in hand before the delivery hereof, well and truly paid by Thomas F. Saulnier and Doris A. Saulnier, both of Lee, in said County of Strafford and State of New Hampshire,

the receipt whereof, do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, convey and confirm unto the said

Thomas F. Saulnier and Doris A. Saulnier as joint tenants, and not as tenants in common, to them and their assigns, and to the survivor of them, and to the

heirs and assigns of such survivor forever, a certain tract or parcel of land situated in Barrington, County of Strafford and State of New Hampshire, on the Westerly side of the Hall Road, bounded and described as follows: Beginning on the Westerly side of the Hall Road at the Northeastly corner of land of Peabody; thence running Westerly and Southwestly by said Peabody land as marked by a stone wall to a large oak at land of Conway; thence running Northwestly by said Conway land a distance of eighty (80) feet, more or less, to Swain's pond; thence running Northwesterly by said pond a distance of Twenty-nine feet more or less, to a pin at land of Estes; thence running Northeastly by said Estes land to a pine; thence running Northwestly by said Estes land a distance of Two Hundred (200) feet more or less, to a pin; thence continuing Northwestly by land of Cannon to the Southerly side of a right of way; thence running Southeastly by said right of way to a marker on the Westerly side of Hall Road; thence running Southerly by said Hall Road to the point of beginning, together with the use of said right of way in common with others.

do hereunto and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to the said Grantees as joint tenants, to them and their assigns, and to the survivor of them, and to the heirs and assigns of such survivor, to their and their only proper use and benefit forever. And I the said grantor and my heirs, executors and administrators do hereby covenant, grant and agree, to and with the said Grantees as joint tenants, with them and their assigns, and with the survivor of them and the heirs and assigns of such survivor, that until the delivery hereof, I am the lawful owner of the premises and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever, and that I and my heirs, executors and administrators, shall and will WARRANT and DEFEND the same to the said Grantees as joint tenants, to them and their assigns, and to the survivor of them and to the heirs and assigns of such survivor, against the lawful claims and demands of any person or persons whatsoever.

And I, Gail Fogarty

wife of the said Ivan Fogarty in consideration aforesaid, do hereby relinquish my right of dower in the before mentioned premises.

And we, and each of us, do hereby release, discharge and waive all our rights of redemption from attachment and levy or sale on execution, and all other rights whatsoever in said premises, and in each and every part thereof, to our Family Homestead, as are reserved, or accorded to us, or either of us, by Chapter 280, of the Revised Laws of New Hampshire, or by any other statute or statutes of said State.

In Witness Whereof, We have hereunto set our hands and seals this 4th day of June, A. D. 1957.

Signed, sealed and delivered in the presence of us

[Signature]
To B. P. A.

[Signature]
[Signature]



Know All Men By These Presents

THAT I, Leonard Fogarty, of Barrington, in the County of Strafford, and State of New Hampshire,

for consideration paid, grant to Ivan Fogarty, a single person, of Barrington, County of Strafford and State of New Hampshire, with warranty covenants, ~~and~~ a certain tract of land with the buildings thereon, situated in Barrington, County of Strafford, State of New Hampshire, on the southerly side of the Hall Road, so-called, bounded and described as follows; viz: Beginning on said road at the Northeastly corner of land now or formerly of Arlington Clow; thence running Southerly by said Clow land, and land of the heirs of Eben Locke to land now or formerly of Charles Hall; thence running Easterly by land of said Hall and land now or formerly of James Hall by land formerly of Ezra Berry, land of Benjamin Hoitt, land of Walter Smith, land of Frank Clark to land of Henry P. Hill; thence by land of said Hill, and land of one Campbell to land now or formerly of Peter Ladd; thence Westerly, North-erly and Easterly by said Peter Ladd's land to land of said Campbell; thence Northerly by said Campbell's land to a point two hundred (200) feet Southerly from the Southerly side line of said Hall Road; thence running Westerly a distance of two hundred (200) feet, to a marker by other land of the grantor herein; thence running Northerly by other land of the grantor herein a distance of two hundred (200) feet, to a marker on the Southerly side of said Hall Road; thence running Westerly by said Hall Road to the point of beginning.

Being a portion of the premises conveyed by Lyle C. Smith to Leonard Fogarty by deed dated August 4, 1938, and recorded in Strafford County Registry of Deeds, Book 483, Page 333, and re-recorded in said records, Book 498, Page 159.

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And I, Laura M. Fogarty (wife of said grantor, release to said grantee all rights of ~~and~~ and homestead and other interests therein.

Witness OUR hand and seal this 15th day of January, 1957.

WITNESS: Unofficial Document Unofficial Document

Leonard Fogarty
Laura M. Fogarty

STATE OF NEW HAMPSHIRE

COUNTY OF Strafford

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Polgar Affidavit 100-364

Lyman to Florence N. Tasker, Bertha L. Smith, and Theodore Lyman Tasker, dated June 22, 1907, and recorded in the Strafford County Registry of Deeds, Book 347, Page 453.

The exact location of the transmission lines aforesaid is to be selected by the grantee, after its final surveys have been completed, within the above limitations.

Permission is given to remove such trees as in the judgment of the grantees may interfere with or endanger said lines or their operation. Permission is also given to trim or remove trees and underbrush, structures or obstructions, for a width of 30 feet on each side of the center line of the herein described transmission line right of way strip.

The grantees agree to cut the timber upon said right of way strip into 12 ft. lengths and to keep the same in the property of the grantor.

It is agreed that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the grantee, its successors and assigns forever.

The grantor covenants and agrees that he has full right, title and authority to convey the foregoing rights and privileges and will defend same to said grantee against the lawful claims or demands of all persons.

And I, Edith N. Tasker, wife of said Theodore Lyman Tasker hereby release all my rights of dower in the foregoing premises so far as affected by this conveyance. And I, _____ husband of said _____ hereby release all my rights of curtesy in the foregoing premises so far as affected by this conveyance.

WITNESS our hand and seal this first day of July, 1940.

In the presence of;

Carroll W. Crouch
Carroll W. Crouch
Carroll W. Crouch

Theodore Lyman Tasker (SEAL)
Florence N. Tasker (SEAL)
Bertha L. Smith (SEAL)

THE STATE OF MASSACHUSETTS, Suffolk, SS. July 1, 1940. We, Theodore Lyman Tasker, Florence N. Tasker, Bertha L. Smith personally appeared and acknowledged the foregoing instrument to be our voluntary act and deed, before me,
(NOTARIAL SEAL)

Robert S. Haisbeck, Notary Public.

Received: 1:45 P.M. July 3, 1940. Examined by _____, Register.

KNOW ALL MEN BY THESE PRESENTS

THAT I, Lyle G. Smith Collector of Taxes for the Town of Barrington in the County of Strafford and State of New Hampshire, for the year 1935 by the authority in me vested by the Laws of the State, and in consideration of _____

to be paid by the Leonard Forgerly

DO HEREBY SELL AND CONVEY to the said Leonard Forgerly successors/heirs and assigns, a certain tract or parcel of land situated in the Town of Barrington, N.H. aforesaid, and described by the Deedbook/Assessors as follows, to wit: A certain tract of Land with the buildings thereon situate in Barrington, in the County of Strafford, State of New Hampshire, on the Southerly side of the William Hall road,

so called, bounded and described as follows, to wit: Beginning on said Road at the Northeast corner of Arlington Road and thence running Northerly by said Ladd's land and land of the heirs of Eben Locke to land of Charles Hall; thence running Easterly by land of said Hall and land of James Hall by land formerly of Sara Berry, land of Benjamin Holt, land of Walter Smith, land of Frank Clark to land of Henry P. Hill; thence by land of said Hill and land of one Campbell to land of Peter Ladd; thence Westerly, Northerly and Easterly by said Peter Ladd's land to land of said Campbell; thence Northerly by said Campbell's land to the said highway; thence by said highway along the West-erly side of the same to point began at. Said premises being the homestead farm of the said Daniel Chesley and contains sixty(60) acres more or less, and being the same premises conveyed to Arthur Wilson by said Daniel Chesley by deed dated May 27, 1938, Book 398, Page 2

THE WHOLE OR WHOLE of the above real estate was/were bought by Leonard Fogarty at a Tax Collector land sale held at the Town House in the said Town of Barrington, N.H., New Hampshire, on the first day of August 1938.

TO HAVE AND TO HOLD THE SAID PREMISES, with the appurtenances, to the said Leonard Fogarty successors/heirs and assigns forever. And I hereby covenant with the said Leonard Fogarty that in making sale of the same I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the fourth day of August in the year of our Lord one thousand nine hundred and thirty-eight (1938)

Signed, sealed and delivered in the presence of:

Laura M Fogarty	Lyle C Smith	SEAL
	Collector	
Olivia Plourde		
Sarah I Smith		

STATES OF NEW HAMPSHIRE, Strafford SS. Aug. 4, 1938

Personally appearing Lyle C. Smith above named, and acknowledged the foregoing instrument to be his voluntary act and deed, before me

Harold W Handcock, Justice of the Peace.

Received 8:00 A.M. August 27, 1938.

Emitted by *J. A. [Signature]* Register.

Know All Men by These Presents

THAT WE, ARMAND FONTAINE,

Official Document

of the County of Strafford, State of New Hampshire
and IMBA Fontaine wife of the said Armand Fontaine

for and in consideration of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 dollars (\$3,500.00)

to us in hand before the delivery hereof and truly paid by the MERCHANTS SAVINGS BANK, a body corporate by the laws of the State of New Hampshire, and having its place of business in Dover, Strafford County, State of New Hampshire, the receipt whereof we do hereby acknowledge, have granted, bargained and sold, and by these Presents do give, grant, bargain, sell, alien, entreat, convey and confirm unto the said Merchants Savings Bank, its successors and assigns forever, a certain tract of land, with the buildings thereon, situate in Barrington, County of Strafford, State of New Hampshire, on the northwesterly side of the Hall Road bounded and described as follows, to wit:

Beginning at a marker on the northwesterly side of the Hall Road at the southwesterly corner of land of Carroll; thence running westerly by said Hall Road a distance of one hundred ten (110) feet, more or less, to a marker at a right of way leading from said Hall Road to Swain's Pond; thence running northerly by said right-of-way a distance of three hundred (300) feet, more or less, to a marker; thence running easterly by other land of Ivan Fogarty a distance of one hundred forty (140) feet, more or less, to a marker; thence running southerly by land now or formerly of Ryan, land now or formerly of LaBranche and thence by said Carroll a distance of three hundred (300) feet, more or less, to the northwesterly side of said Hall Road and the point of beginning, together with the right in common with others over said right-of way to and from said Hall Road and to and from said Swain's Pond.

For title see Decree of Strafford County Superior Court in the action of Ivan Fogarty vs. Arthur Wilson, et al, dated July 1, 1963 and recorded in Strafford County Registry of Deeds, Book 764, Page 223. See also warranty deed of Ivan Fogarty to Armand Fontaine, dated June 20, 1962 and recorded in Strafford County Registry of Deeds, Book 750, Page 404.

TO HAVE AND TO HOLD the said granted premises with all the privileges and appurtenances to the same belonging, to said Merchants Savings Bank, its successors and assigns, to us and their heirs forever.
And the said grantor# for ONEBLYEN and OUR heirs, assigns and administrators do hereby

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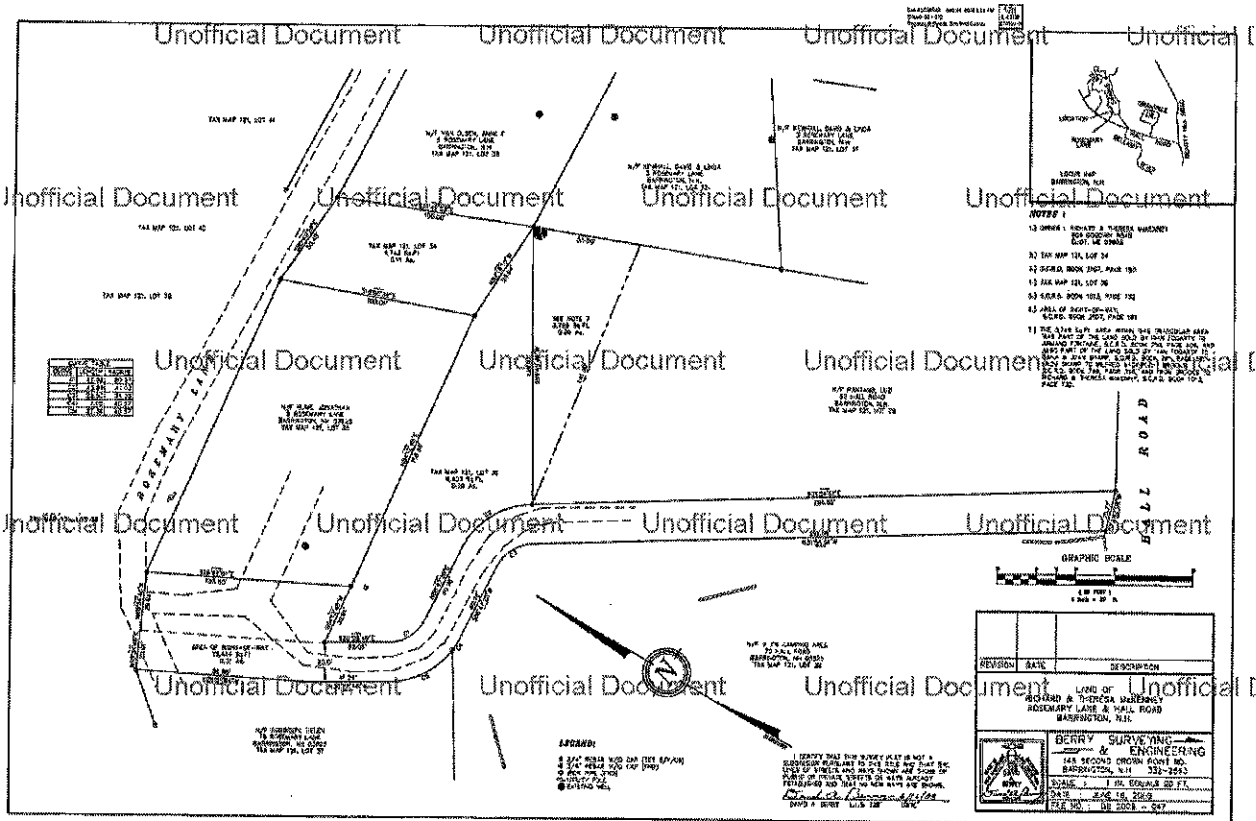
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RECORDED
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MERCHANTS SAVINGS BANK
RECEIVED
DEC 21 1967
See 117

This plan by Berry dated 2008:



WARRANTY DEED
Unofficial Document Unofficial

KNOW EVERYONE BY THESE PRESENTS.

That **Roland J. Demers** [Grantor]
of 11 Third Avenue in Rochester, Strafford County, New Hampshire

for consideration paid, grants to **Richard A. and Theresa F. McKenney** [Grantees]
of 308 Goodwin Road in Elliot, York County, Maine

with warranty covenants as joint tenants with rights of survivorship

A certain tract or parcel of land situated in Barrington, County of Strafford and State of New Hampshire on the southerly side of a private road that runs northerly and westerly from Hall Road, so-called, adjacent to the premises herein conveyed, bounded and described as follows:

Beginning at a marker on the southerly side of said private road at the north-westerly corner of land now or formerly of Ryan; thence turning and running southerly by said Ryan land a distance of one hundred (100) feet, more or less, to a marker at the southwesterly corner of said Ryan land; thence turning and running westerly by land formerly of the Ivan T. Fogarty a distance of fifty (50) feet, more or less to a marker; thence turning and running Northerly by other land formerly of said Fogarty a distance of one hundred (100) feet, more or less, to a marker, on the southerly side of said private road; thence turning and running easterly by said private road a distance of fifty (50) feet, more or less, to the point of beginning. Together with a right of way in common with other as now described from the northerly side of said private road to Swains Pond.

This is not homestead property of the Grantor.

Meaning and intending to convey the same premises conveyed to Roland J. Demers by Warranty Deed of Doris A. Saulnier dated September 3, 1986 and recorded at the Strafford County Registry of Deeds in Book 1255, Page 790.

See also Corrective Warranty Deed of Ivan T. Fogarty to Roland J. Demers dated May 12, 1999 and recorded in the Strafford County Registry of Deeds contemporaneously with this Instrument.

Signed this day of 5-17, 1999

Louise A. [Signature] Witness
Roland J. Demers [Signature] Roland J. Demers

State of New Hampshire
Strafford, ss
May 17, 1999

99 MAY 20 PM 4:02
REGISTER OF DEEDS
STRAFFORD COUNTY

009490

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BK-1018 PGE-732

Know all men by these presents
Unofficial Document Unofficial Document

1978 APR 27 PM 1:23
Lump Sum

THAT, We, Wilfred E. Brooks and Dorothy P. F. Brooks
of Newfields of Rockingham County, State of
New Hampshire, for consideration paid, grant to Richard A. McKenny and Theresa F. McKenny,
as joint tenants, with rights of survivorship, and not as tenants in common
of Hill Road, Barrington of Strafford County, State of
New Hampshire, WITH WARRANTY COVENANTS.

A certain tract of land situated in Barrington, County of Strafford and State
of New Hampshire, bounded and described as follows:

Beginning at a right-of-way at the northwesterly corner of land now or formerly
of one Amund Fontaine; thence turning and running in a westerly and northerly direction
by said right-of-way, a distance of one hundred thirty (130) feet to the southwesterly
corner of land now or formerly of one George Demers; thence turning and running easterly
by Demers land and land now or formerly of one Barbarisi, a distance of two hundred
thirty-eight (238) feet to land now or formerly of Norman LaBranch; thence turning and
running southerly by said LaBranch land a distance of fifty-five (55) feet to an iron
stake; thence turning and running westerly by land now or formerly of Amund Fontaine,
a distance of one hundred forty (140) feet to the point of beginning. Together with a
right-of-way leading to the pond.

Being the same premises which we acquired by Warranty Deed of Dana Sharp and Joan
Sharp, dated August 10, 1965, recorded in Strafford County Registry of Deeds, Book
799, Page 396.

Unofficial Document Unofficial Document U



We, Wilfred E. Brooks and Dorothy P. F. Brooks, being husband & wife
release to said Grantees all rights of dower and homestead and other interest therein.

Witness our hands and seal on this 18th day of April, 1978
Witness:
[Signatures of Richard A. McKenny and Theresa F. McKenny]
[Signatures of Wilfred E. Brooks and Dorothy P. F. Brooks]



Barbara Irvine

From: Richard Townsend <Richard@acenergysaver.com>
Sent: Saturday, March 5, 2022 8:55 AM
To: Barbara Irvine
Subject: FW: Richard Townsend has shared a file with you using Dropbox

External (richard@acenergysaver.com)

[Report This Email](#) [FAQ](#) [Skout Email Protection](#)

[EXTERNAL]

Barbara,

See link below.

The link is a huge extrapolation that I want the town to have on file. This contains the history that presents a lot of very “wrong doing” and some probably illegal activities over the many years. The various surveyors made numerous errors that were both used knowingly and unknowingly to parlay further errors. The town required Dave Newhall to grind his foundation away from the Rosemary Lane as it was too close, according to the foundation certification. I found an original monument that supports that his home was actually about 1.5 feet further away from the private road. When I had my lot surveyed by the same surveyor (who parlayed most of the “problems”), I lost road frontage from my 100 X 100 lot which trumped all others by the date it was created. The battle to argue would cost me time and money while my future projections indicate that I can do the same “job” with or without that footage because the NON trumping neighbor has encroached onto my land, regardless and I will most likely end up with that property in the long future. I am also going to send a link to the proposed community septic system which that same parcel I will likely obtain, can offer, to reduce phosphates entering Swains Lake and Bellamy River. Our code enforcement and a few other officials have received this proposal draft, stating that there are state grants available. The community has no interest in improvements or the future. Just live for today. A problem in our system that prevents correcting things as would be instantly done by China, for example.

I don't know where the town would store these documents but there should be a source. The time to create all this represents over \$100,000.00 in work, fruitless to date.

The same surveyor was paid to perform a design for an illegal lot in the center of this mess, for Ivan Fogarty to convey. That grantee conveyed this illegal lot to Dave Newhall after I exposed this unethical activity which that grantor then never spoke another word to me. I believe this message should be stored with the information I am providing the town.

The property owned by Niswender trust, adjacent to the damn, has no legal ROW to his property. The north side of Rosemary (my other property) is not part of the Ivan Fogarty cluster mess that includes Rosemary lane and all land south of the lane. My property/house which I currently retained 25% ownership on the corner of Rosemary and Hall (the north side) was owned by the Fogarty family member who clearly intended to convey

a ROW to Niswender as well as retain a ROW access to the lake, to go with the family retained corner lot that I own. As a perfect resolution, the home sold by Ethyl Mattocks, north of my land, was perfect for both making an access to Niswender and modifying the Rosemary lane to better egress to Hall road.

As the town must recognize, I put a lot of work into making things correct for everyone but again, that takes a "China Like" act to accomplish. This has been most frustrating. I suppose acquisitions or eminent domain in the interest of the environment and secondly, all the people, is an avenue worth pursuing by the right people.

Among the links I am sending, you will also see the more logical line of the Rosemary lane vs the most illogical line that the surveyor "ended up with" once the "full circle" came around. Clearly gross and wrong. However, the town can also see how I proposed a number of boundary line adjustments to many parcels to balance all problems out, to satisfy everyone.

I thought I clearly stated my position at that time, not involved but contributing to great things. The community thought I was just making trouble and all they wanted was to be left alone, status quo.

Please accept and share with everyone imaginable, including any law makers who might get an idea in the future to create an instrument that enables progress in the interest of the whole.

Very truly yours,

Rich

Richard Townsend

Townsend Building & Finance

119 Hall Road - Barrington, NH 03825

M: 603 498-0747

E: Richard@ACEnergySaver.com

Winter Main & Shipping location:

Richard Townsend

Cypress Cove Resort

4425 Pleasant Hill Rd.

Kissimmee, FL 34746

From: Richard Townsend <acenergysaver@yahoo.com>

Sent: Saturday, March 5, 2022 8:19 AM

To: Richard Townsend <richard@acenergysaver.com>

Subject: Fwd: Richard Townsend has shared a file with you using Dropbox

Sent from Richard Townsend

Begin forwarded message:

From: Richard Townsend <acenergysaver@yahoo.com>

Date: March 5, 2022 at 7:26:51 AM EST

To: Terry and Stacey Stibbards <stiboldaron@gmail.com>

Subject: Richard Townsend has shared a file with you using Dropbox

Hi,

Here's a link to "Rosemary Extrapolation Deed research ROW descriptions.docx" in my Dropbox:

<https://www.dropbox.com/s/u6ktfcmowrll33z/Rosemary%20Extrapolation%20Deed%20research%20ROW%20descriptions.docx?dl=0>

Sent from Richard Townsend

TOWN OF BARRINGTON CONFIDENTIALITY AND DISCLOSURE NOTICE:

This email and any email to employees and officials of the Town of Barrington may be subject to public disclosure under the New Hampshire Right to Know law (RSA 91-A). However, this message may also contain information that is privileged and confidential which may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please forward this email to support@rockporttech.com if you believe this email is suspicious.

Richard Townsend

From: Richard Townsend <Richard@acenergysaver.com>
Sent: Friday, August 27, 2021 8:32 AM
To: 'mniswender@yahoo.com'
Cc: 'Brian'; 'Richard Townsend'; 'david newhall'; 'Terry and Stacey Stibbards'; 'dwhittum@rochesternhlaw.com'; 'Yan@acenergysaver.com'
Subject: Rosemary Lane
Attachments: House Plot Plan for ZBA.pdf

Matt, for Rosemary Lane Association:

In a continues attempt to resolve discrepancies and errors within the Rosemary lane abutters deeds, not limited to, please see the attached boundary survey that restricts the curb cut, Rosemary Lane to Hall road.

Facts:

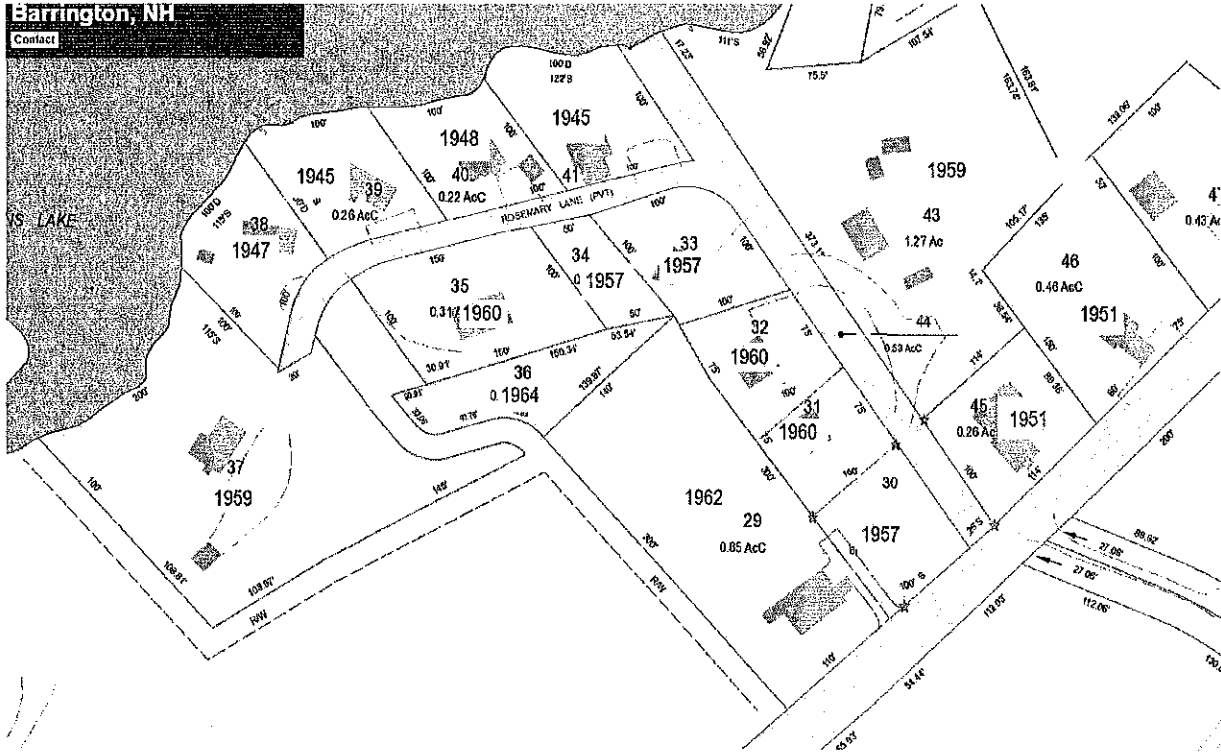
1. Lot 160 hall and all property owned by Niswender (trust) was not a part of the Rosemary Lane and all land south of same.
2. The subdivision on the Northerly side of Rosemary has no deeded interest or relationship with Rosemary Lane.
3. The subdivision on the Northerly side, owned interest by Niswender and Townsend and Stibbards, must have had intentional rights granting and retaining (assumed but not deeded) both access from hall Road to Niswender and lake access retained to benefit the 160 Townsend/Stibbards parcel.
4. Townsend has acquired and had surveyed lot 60, the Southerly parcel corner of Rosemary Lane and Hall road.
5. The attached survey shows a substantial encroachment onto the Lot 60 Townsend parcel.

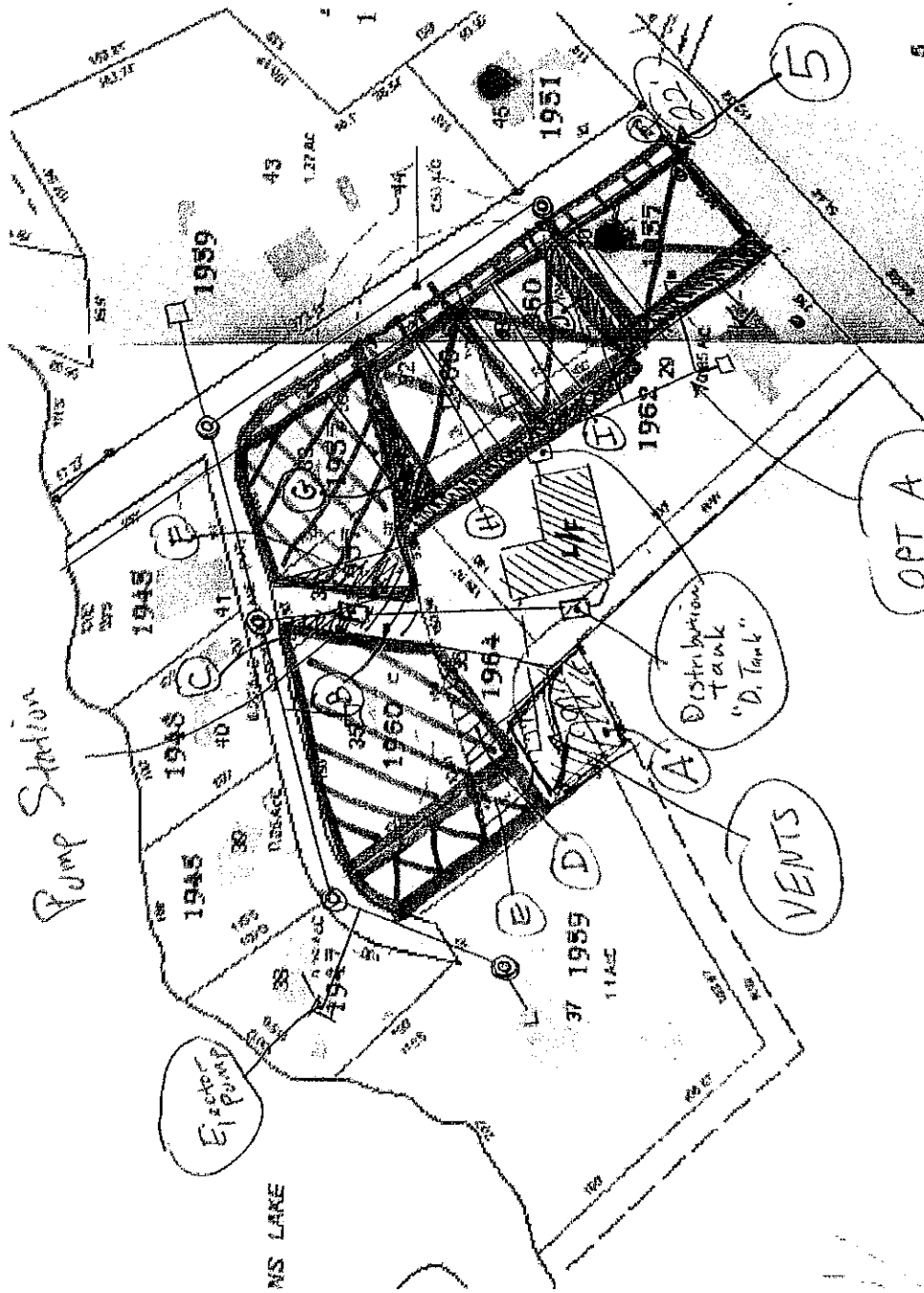
In the interest of the entire community, I propose to grant an easement to EXPAND the Rosemary Lane curb for value of:

- a. Hold harmless that goes with the lot 60 land
- b. Costs to contract and filing fees are on the Rosemary Lane Association
- c. Access is provided to Niswender (trust) to use Rosemary lane from Hall Road
- d. Access to use Rosemary lane and lake (same description as terminology within lot 60 deed) granted to 160 land.
- e. Maintenance agreement that the association will correct any deficiencies, control drainage and maintain without any improper methods or material, the entire area known as Rosemary Lane from the Hall road to the lake.
- f. Mail boxes will be reconstructed and relocated to a best place and consistent condition that is not "mix-matched" (ugly in any way), including potentially recessing within a live-wall that is going to be constructed by Townsend on the boarder of lot 60 and Rosemary Lane, strongly suggesting that the top of Rosemary Lane is raised to a level that reduces traffic problems entering Hall road in slippery conditions (witnessed delivery trucks needlessly and annoyingly spinning tires, "melting to get out").
- g. Townsend will remove Trees and boulders and prepare sub surface area for the radius and will, at the option to the RLA, construct the radius for the cost of materials to be escrowed and disbursed by the RLA attorney Donald Whittum, noting that reasonable slopes/extensions will be required to support the road side, up to approximately 8 feet. Once established, "EXCAVATION" town regulations protect

Barrington, NH

Contact





- 1) Rosemary: Straight lines
Consistent 22' wide
- 2) Maintain Matt & Stibbard
boundary @ Pin @ Street
b) Cross in Stone
c) Pin @ bench
d) Pin Matt/Stibbard.

- 3) Design 5 man holes w
Lower 4 phase 1 &
Upper 1 phase 2.
- 4) Lots 32, 31, 30 & 29
OPT A. Gravity affluent to D. Tank
B. Potential easement through
30/31 to sewer main.
C.

- 5) Lots 33, 32, 31, 30 Grant
ROW easements to
R.L.R.A. as they will
gain a few feet.

- 6) Each lot had its own
Septic tank, responsible
for individual Solid pump.
- 7) a. 38 Needs ejector pump
b. 37 should be gravity
(AFFLUENT: 39, 40, 41, 43 "Should" be gravity
d. All others: Gravity
- 8) * Sub panel elect off 33
community metered to
Avoid added expense from du.

- Areas
- A) Lot 37 O.C.D. to 29
 - B) 35 to 34
 - C) 34 to 35
 - D) 35 to 29
 - E) 29 to RLRA
 - F) 34 to 33
 - G) 33 to 32
- H) 29 to 32
 - I) 29 to 31
 - J) 31 to 30
 - K) 30 to 29
- OPT A