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MARK D. FERNALD

LICENSED TO PRACTICE IN
NEW HAMPSHIRE AND MASSACHUSETTS

RICHARD R. FERNALD (1929-2020)

ROBERT TAFT (1930 - 2022)

RETIRED

J. RODERICK FALBY, JR.

SILAS LITTLE

September 7, 2023

Mr. John A. Dresser
Ms. Elaine L. Horn
325 Burton Highway
Wilton, NH 03086

Dear Mr. Dresser and Ms. Horn:

I represent your neighbors, Howard Alan Preston and Elaine M. Keenan. They are the trustees of the Preston Revocable Trust, which owns the property at 21 Frye Mill Road. I am writing concerning easement rights that the Preston Revocable Trust has over your property. My client's easement rights apply to Parcel II as described in the deed you received from Brian E. Graziano dated September 19, 1922. That deed is recorded with the Hillsborough County Registry of Deeds in Book 9654, Page 1242.

I enclose for your reference the deed by which the Preston Revocable Trust became the owner of its property, which lies to the east of Parcel II in your deed. I direct your attention to the last two full paragraphs on page 2, which I am copying here:

Together with the right to use water from two wells situated on land now or formerly of Alice C. Frye and the right to enter said Frye land for the repair and maintenance of said wells and pipes, as reserved in the deed of Nicholas Coughlin to Alice C. Frye dated November 23, 1914, and recorded in said County Registry of Deeds in Book 727, Page 385.

Excepting and reserving a right-of-way over an old wood road across the westerly part of the premises conveyed herein from land now or formerly of Coughlin on the north to land now or formerly of Alice C. Frye, as described in the aforementioned deed of Nicholas Coughlin to Alice C. Frye.

The common element in both of these easement paragraphs is the name Alice C. Frye. She was a prior owner of your Parcel II. She purchased that property in 1914 from Nicholas

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Coughlin, by a deed recorded in Book 727, Page 385. A copy of that deed is enclosed. The last 11 lines of the handwritten part of the deed say:

"The said Nicholas Coughlin hereby reserves for himself, his heirs and assigns a certain well located in the westerly part of the above-described premises and the aqueduct leading therefrom across said premises which now supplies water for the said Coughlin's dwelling house. Together with the right to enter upon said premises for the purpose of repairing said well and repairing or relaying water pipes leading therefrom."

"This conveyance is made subject to a right-of-way across said premises beginning at a barway on the northerly boundary thereof and running southerly to the most easterly barway on the southerly boundary line at the Old County Road, so-called."

Nicholas Coughlin sold what is now my client's property in 1924 to Melville and Ann Russell by a deed recorded in Book 834, Page 500. I enclose a copy of that deed. That deed, and all subsequent deeds in the chain of title of the Preston Revocable Trust, include the right to use the well on your property, and the right-of-way across your property.

I am writing because I understand you have buildings under construction that encroach upon my client's right-of-way. My client has a deeded right to use the old woods road that crosses your property from southeast to northwest. You are not allowed to build any buildings upon the old woods road.

I do not know why your deed does not reference the easement rights. What is Parcel II in your deed was purchased by A&T Forest Products in 2001 from Jenny D. Clary McCallion. That deed clearly states the easement rights. However, when A&T Forest Products sold what is now your Parcel II to Alan Stevens in 2018, the easement rights were not referenced, nor were they referenced in the deed from Stevens to Graziano in 2018, nor in the deed from Graziano to you in 2022. Even though the easement rights were not mentioned, as a matter of law they continue to exist.

If you would like to discuss this further, please give me a call. In the meantime, I recommend that you halt any construction that you may be doing upon the old woods road, so that you do not incur the expense of having to remove any new construction that is blocking the old woods road.

Very truly yours,



Mark D. Fernald

(603) 924-3361 Ext. 15

Email: mferald@ftfl-law.com

MDF:jfk
Enc.

cc: Mr. H. Alan Preston
Ms. Elaine M. Keenan

KNOW ALL MEN BY THESE PRESENTS.

That I, Nicholas Coughlin of Weston in the County of Hillsborough and State of New Hampshire.

In consideration of certain lands, and other good and valuable considerations, paid by Alice C. Frye, wife of Edmund R. Frye, of Boston in the County of Suffolk and Commonwealth of Massachusetts, in remembrance of

the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold and conveyed, and do for myself and my heirs, by these presents, give, grant, bargain, sell and convey unto the said Alice C. Frye:

Her heirs and assigns, forever, A certain tract or parcel of land, situated in said Weston in the part thereof called Division 1 and bounded and described as follows, viz: Beginning at the Northwesterly corner of the premises at the Old County Road, and called and at other end of said Coughlin. Thence per the above-mentioned direction, following the course of said old County Road to touch of Isaac's Whiting's lot; thence Northerly by land of said Whiting by the wall to other land of said Whiting; thence in a Southwesterly direction by said other land of Coughlin and by the wall to a corner; thence Southerly by said other land of Coughlin and by the wall to a corner; thence Southerly by said other land of Coughlin and by the wall to the bound of beginning said tract containing several acres, more or less. The said Nicholas Coughlin hereby covenants for himself, his heirs and assigns a certain well located in the Westerly part of the above described premises and the aqueduct leading therefrom over said premises which now supplies water for the said Coughlin's dwelling house. Together with the right to enter upon said premises for the purpose of repairing said well and repairing and laying water pipes leading therefrom.

This conveyance is made subject to a right of way across said premises beginning at a certain way on the Northwesterly boundary thereof and running Southerly to the most Easterly boundary on the Southwesterly boundary line at the old County Road, so called.

TO HAVE AND TO HOLD the afore-described premises, with all the privileges and appurtenances thereunto belonging to the said grantee use and behoof forever. And I do covenant with the said grantee her heirs and assigns, to their heirs and assigns, that I am lawfully seized in fee of the afore-described premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said grantee in manner aforesaid; and

that I and my heirs will warrant and defend the same premises to the said grantee her heirs and assigns forever, against the lawful claims and demands of any person or persons whomsoever.

And I, Mary J. Coughlin, wife of said Nicholas Coughlin in consideration aforesaid, do hereby relinquish my right of Dower in the before-mentioned premises. And we, and each of us, hereby release our several rights of Homestead in said premises, under and by virtue of any law of this state.

KNOW ALL MEN BY THESE PRESENTS.

That I, Nicholas Coughlin of Wilton in the county of Hillsborough and State of New Hampshire,

In consideration of one dollar and other good and valuable considerations to me paid by Melville H. Rowell and Anna M. Rowell of Reading, Massachusetts,

the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold and conveyed, and do for myself and my heirs, by these presents, give, grant, bargain, sell and convey unto the said Melville H. and Anna M. Rowell, their heirs and assigns forever,

A certain tract or parcel of land, with the buildings thereon, situated in said Wilton and bounded and described as follows, to wit:- Beginning at the most southerly corner of the premises at the intersection of the road leading to the premises herein conveyed with the Old County road; thence in a northerly direction crossing the road leading to the premises herein conveyed about four rods to a corner at land of Daniel Cragin heirs; thence continuing in a northerly direction by land of said Cragin heirs about ten rods to a bank wall between the premises herein conveyed and land of said Cragin heirs; thence northerly by said bank wall about thirty six and one half rods to a corner of wall; thence northwesterly by other land of said Coughlin, formerly of Cragin about 108 feet to a corner of wall; thence north three and one-half degrees west by other land of said Coughlin to a corner of wall; thence north eighty two and one fourth degrees east by other land of said Coughlin to a corner of wall; thence north fourteen and three fourths degrees west thirty two rods and four links by other land of said Coughlin to a corner of wall; thence north seventy two degrees west thirty two rods and seventeen links by other land of said Coughlin to a corner of wall; thence south forty three and one fourth degrees west seven rods by other land of said Coughlin to a bend in the wall; thence south sixty four and one half degrees west ten rods and twenty one links by other land of said Coughlin to a corner of wall; thence north forty nine and one fourth degrees west about 11 rods to a corner; thence westerly and southerly as the wall now runs by land of Isaac S. Whiting et als known as the Stiles Place; thence easterly as the wall now runs by land of Alice E. Frye about 14 rods and 7 links to a corner; thence southerly by wall and land of said Frye about 6 rods and 22 links to a corner; thence easterly by wall and land of said Frye about 31 rods and 7 links to a corner; thence southerly by wall and land of said Frye about 9 rods to a corner; thence continuing southerly by stone wall near the west side of a brook and by land of said Frye to the Old County road; thence southeasterly by said Old Road to the bound of beginning. Together with right to use water from two wells situated on land of said Alice E. Frye and the right to enter said Frye land for the repair and maintenance of said wells and pipes as reserved by said Coughlin in deed from Coughlin to said Frye. Reserving and excepting a right of way over an old wood road across the westerly part of said premises hereby conveyed from other land of Coughlin on the north to land of said Frye. Meaning and intending to convey all the premises as conveyed to said Coughlin by Frank P. Went by deed dated May 13, 1902 and recorded in the Hillsborough County Registry of Deeds Vol. 511 page 452 and a part of the premises as conveyed to said Coughlin by Lucelia A. Willoughby by deed dated May 7, 1896 and recorded in said Registry of Deeds Vol. 561 page 396.

To HAVE AND TO HOLD the afore-described premises, with all the privileges and appurtenances thereunto belonging to the said grantees, their heirs and assigns, to their use and behoof forever. And I do covenant with the said grantees, their heirs and assigns, that I am lawfully seized in fee of the afore-described premises; that they are free of all incumbrances, that I have good right to sell and convey the same to the said grantees, their heirs and assigns, in manner aforesaid; and that I and my heirs will warrant and defend the same premises to the said grantees, their heirs and assigns forever, against the lawful claims and demands of all persons. And I, Mary J. Coughlin wife of said Nicholas Coughlin in consideration aforesaid, do hereby relinquish my right of dower in the before-mentioned premises. And we, and each of us, hereby release our several rights of Homestead in said premises, under and by virtue of any law of this state.

* * * * *
* U.S. REV. *
* STATE *
* \$2.50 *
* Cancelled *
* * * * *

IN WITNESS WHEREOF we have hereunto set our hands and seals this 18th day of September in the year of our Lord, one thousand nine hundred and twenty-four. Signed, sealed and delivered in presence of us;

H. D. Cheever, Nicholas Coughlin, seal.
Mary J. Coughlin, seal.

STATE OF NEW HAMPSHIRE, HILLSBOROUGH, ss. September 18th, 1924.
Then the above named Nicholas and Mary J. Coughlin, personally appearing, acknowledged the above instrument to be their free act and deed.
Before me, H. D. Cheever, JUSTICE OF THE PEACE.

HILLSBOROUGH, ss.—Received and recorded, 7-00 A.M. Sept. 20, 1924.
and examined by *Jerry J. Haggerty* REGISTER.

Return To: Jenny Rivard, Esq. 1000 Elm St., Suite 800, Manchester, NH 03101

THIS IS A CONTRACTUAL TRANSFER, BUT NO CONSIDERATION HAS BEEN PAID, THE TRUST HAVING BEEN CREATED AND FUNDED FOR ESTATE PLANNING PURPOSES AS A TESTAMENTARY SUBSTITUTE; REV. 802.02; RSA 78-B:2 (XXII) SUBJECT TO NO MINIMUM TRANSFER TAX.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Howard A. Preston, a/k/a Howard Meredith Alan Preston, married, of 21 Frye Mill Road Wilton, NH 03086, for no consideration paid, grant to Howard A. Preston, a/k/a Howard Meredith Alan Preston and Elaine M. Keenan, as Trustees of the Preston Revocable Trust dated April 12, 2022, with an address of 21 Frye Mill Road Wilton, NH 03086, with WARRANTY COVENANTS, in the following described premises:

A certain tract of land, with the buildings thereon, situated in Wilton, the County of Hillsborough and State of New Hampshire, and bounded and described as follows, to wit:

Beginning at the most southerly comer of the premises at the intersection of the road leading to the premises herein conveyed with the Old County Road; thence

1. In a northerly direction crossing the road leading to the premises herein conveyed about 4 rods to a comer at land now or formerly of Daniel Cragin heirs; thence
2. Continuing in a northerly direction by land of said Cragin heirs about 10 rods to a bank wall between the premises herein conveyed and land of said Cragin heirs; thence
3. Northerly by said bank wall about 36 ½ rods to a comer of walls; thence
4. Northwesterly by land now or formerly of Coughlin, formerly of Cragin, about 108 feet to a corner of walls; thence
5. North 3 ½ degrees west by other land of said Coughlin 10 a comer of wall; thence
6. North 82 ¼ degrees east by other land of said Coughlin to a corner of wall; thence

7. North $14 \frac{3}{4}$ degrees west 32 rods and 4 links by other land of said Coughlin to a corner of wall; thence
8. North 72 degrees west; 32 rods and 17 links by other land of said Coughlin to a corner of wall; thence
9. South $53 \frac{1}{4}$ degrees west 7 rods by other land of said Coughlin to a bend in the wall; thence
10. South $64 \frac{1}{2}$ degrees west 10 rods and 21 links by other land of said Coughlin to a corner of wall; thence
11. North by $19 \frac{1}{4}$ degrees west about 11 rods to a corner; thence
12. Westerly and southerly as the wall now runs by land of Isaac S. Whiting et als known as the Stiles Place; thence
13. Easterly as the wall now runs by land now or formerly of Alice Frye about 14 rods and 7 links to a corner; thence
14. Southerly by wall and land of said Frye about 6 rods and 22 links to a corner; thence
15. Easterly by wall and land of said Frye about 31 rods and 7 links to a corner; thence
16. South by wall and land of said Frye about 9 rods to a corner; thence
17. Continuing southerly by stone wall near the west side of a brook and by land of said Frye to the old County Road aforesaid; thence
18. Southeasterly by said County Road to the bound of beginning.

Together with the right to use water from two wells situated on land now or formerly of Alice C. Frye and the right to enter said Frye land for the repair and maintenance of said wells and pipes, as reserved in the deed of Nicholas Coughlin to Alice C. Frye dated November 23, 1914, and recorded in said County Registry of Deeds in Volume 727, Page 385.

Excepting and reserving a right of way over an old wood road across the westerly part of the premises conveyed herein from land now or formerly of Coughlin on the north to land now or formerly of Alice C. Frye, as described in the aforementioned deed of Nicholas Coughlin to Alice C. Frye.

Meaning and intending to be the same premises described in a Deed from Howard M. Preston and Shirley C. Preston, dated December 20, 1996, and recorded in the

Hillsborough County Registry of Deeds at Book 5779, Page 109 and described in a Deed from Carolyn Brenda Snow, dated October 9, 2009, and recorded in the Hillsborough County Registry of Deeds at Book 8145, Page 2442 and described in a Deed from Margaret P. Preston to Howard A. Preston a/k/a Howard Meredith Alan Preston, dated December 12, 2012, and recorded in the Hillsborough County Registry of Deeds at Book 8513, Page 2795 . No title search has been completed in reference to this deed.

EXECUTED on April 12, 2022

Witness

Howard A. Preston
Howard A. Preston, a/k/a Howard Meredith Alan Preston

STATE OF NEW HAMPSHIRE

Hillsborough, ss

On this April 12, 2022, before me, personally appeared Howard A. Preston, a/k/a Howard Meredith Alan Preston, known to me or satisfactorily proven to be the persons whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

[Signature]
Notary Public
My Commission Expires:

MICHAEL D. CONLON
Justice of the Peace - New Hampshire
My Commission Expires May 5, 2026