

2055 088

KNOW ALL MEN BY THESE PRESENTS:

This agreement made this 11th day of February, 1971, by and between Elizabeth Grier Plumer, a married woman of New Castle, County of Rockingham and State of New Hampshire, hereinafter referred to as PLUMER, and John E. Seybolt, a married man of New Castle, County of Rockingham and State of New Hampshire, hereinafter referred to as SEYBOLT,

WITNESSETH:

In consideration of the promises and mutual covenants and agreements the parties hereto agree by and between themselves that,

WHEREAS said PLUMER owned prior to a conveyance from SEYBOLT on January 28, 1971, certain lands off Piscataqua Street in New Castle, New Hampshire, on Salamander Point, a certain lot lying between the right of way and land now or formerly of James B. Sullivan, a one-half undivided interest in a tract of land marked Parcel 1 and a certain tract of land with a house thereon shown on a Plan of John E. Seybolt and Others, prepared by McKenna Associates dated December, 1970, and recorded in Rockingham County Registry of Deeds, Plan D-2141 on January 28, 1971,

WHEREAS said SEYBOLT owned prior to a conveyance by Anne C. Withington on January 28, 1971, a certain tract of land with buildings thereon off Piscataqua Street, New Castle, New Hampshire, as indicated on the plan above referred to,

WHEREAS both PLUMER and SEYBOLT had certain rights of way as contained in deeds of easement set forth in Book 1165, Page 395, Book 1165, Page 392, Book 1165, Page 386, Book 1165, Page 393. Said rights of way are shown on the plan above referred to,

WHEREAS PLUMER, SEYBOLT and Anne C. Withington had certain agreements with regard to the maintenance and upkeep of the right of way to be shared by the parties on a one-third basis,

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REC'D ROCKINGHAM COUNTY
REGISTRY OF DEEDS

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WHEREAS SEYBOLT purchased from Anne C. Withington by deed dated January 28, 1971, all her interest in land in New Castle, New Hampshire, and more particularly shown on the plan above referred to and indicated as Parcels 2 and 3, Parcel 2, and a one-half undivided interest in Parcel 1, along with all the interest of Anne C. Withington in the rights of way above referred to, and

WHEREAS SEYBOLT conveyed to PLUMER by deed dated January 28, 1971, all the interest he acquired in that portion of the former Withington land designated as Parcels 2 and 3, and the undivided one-half interest he acquired in that portion of Parcel 1 lying generally Westerly of the right of way,

WHEREAS SEYBOLT and PLUMER now own the right of way as tenants in common, and said right of way is shown on the plan above referred to, along with the right to pass from the right of way to and from Piscataqua Street, and more particularly described as follows:

Beginning at the base of a gate post at the Northwesterly corner of other land of John E. Seybolt being the most Northeasterly corner of the Right of Way herein described; thence turning and running along other land of John E. Seybolt S 23° 51' W for a distance of 52.51 feet to a point at land now or formerly of George S. and Virginia F. Pitts; thence turning and running along land of said Pitts S 21° 41' W for a distance of 87.46 feet to a point at land of said Pitts; thence turning and running S 68° 20' W for a distance of 14.9 feet to a point at a stone wall at land now or formerly of Norman O. Miller; thence turning and running along said stone wall and land of said Miller N 27° 14' W for a distance of 5.57 feet to a point on stone wall at land now or formerly of Elizabeth Grier Plumer; thence turning and running along land of said Plumer N 21° 41' W for a distance of 94.06 feet to a point at land of said Plumer; thence turning and running along land of said Plumer N 23° 51' E for a distance of 54.39 feet to a point at other land of Elizabeth Grier Plumer and other land of John E. Seybolt; thence turning and running along other land of John E. Seybolt S 61° 09' E for a distance of 15.06 feet to the point of beginning, said parcel containing 2,200 square feet, more or less.

Together with the Right of Way benefits which the grantor received under two deeds of easement as more particularly set forth in the deed of George S. Pitts, et al to the grantor and others dated April 11, 1950, and recorded in Rockingham County Registry of Deeds, Book 1165, Page 392; and by Francis Grier to the grantor and others dated April 12, 1950, and recorded in Rockingham County Registry of Deeds, Book 1165, Page 395.

WHEREAS SEYBOLT acquired from Gertrude C. Withington a certain triangular piece of land by deed dated June 25, 1965, and recorded in

Rockingham County Registry of Deeds, Book 1774, Page 223, but said deed conveyed said parcel of land to both John E. and Carolyn B. Seybolt as joint tenants. By deed dated January 28, 1971, Carolyn B. Seybolt conveyed all her interest in said parcel of land to John E. Seybolt individually, said deed being recorded in Rockingham County Registry of Deeds on January 28, 1971, in Book 2053, Page 314;

NOW THEREFORE for the mutual protection and advantage of the parties hereto, it is mutually agreed as follows:

That the maintenance, repair and upkeep of the rights of way shall now be shared by said PLUMER and said SEYBOLT on the basis of a fifty (50%) percent contribution by SEYBOLT and a fifty (50%) percent contribution by PLUMER.

That in the event that either SEYBOLT or PLUMER are disposed to sell and convey the whole or any part of their properties aforesaid, which are more particularly shown on a plan of land of John E. Seybolt and Others, Salamander Point, New Castle, New Hampshire, recorded in Rockingham County Registry of Deeds, Plan D-2141, except to mortgage as hereinafter provided, and have received a bona fide offer from a prospective purchaser, which they are disposed to accept, then each said SEYBOLT and PLUMER shall give to the other the option to purchase the whole or any part of their properties at a price not lower than that offer by said prospective purchaser, financially able to complete the transaction, has agreed to pay.

It is further mutually agreed that in the event of such bona fide offer, notice shall be given by the party offering the whole or a portion of his or her land for sale to the other in writing by registered or certified mail at their last known address, along with all pertinent information and documents with regard to said bona fide purchaser; and the other party shall have ten (10) days following receipt of said letter to notify the other party in writing by registered or certified mail of his or her intention to exercise his

or her right to purchase, and notify the other party of his or her intention of not to so exercise this right.

It is further mutually agreed that in the event no indication of intention so to purchase is received within ten (10) days following receipt of the letter, there shall thenceforth be no restriction on the part of the other to sell to the prospective purchaser.

It is further mutually agreed that nothing herein shall be construed to make the within agreement and option applicable to the right of either party hereto to obtain a mortgage on his or her real estate, nor prevent the mortgaging of the within real estate, nor shall it be applicable to a mortgage foreclosure sale.

It is further mutually agreed that this agreement and option shall extend to and be binding only upon the parties hereto or to such person or persons, who upon the decease of either of the parties hereto, shall be his or her immediate heirs-at-law or devisees to whom the property of either party hereto shall descend directly by descent, intestate succession or devise.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year hereinabove set forth.

WITNESS:

Maureen J. Murphy
(with)

Elizabeth Grier Plumer
Elizabeth Grier Plumer

John E. Seybold
John E. Seybold

STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS.

February 11, 1971

Personally appeared the above named Elizabeth Grier Plumer and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Maureen J. Murphy
Justice of the Peace

2055 092

Book 2055 Page 0092

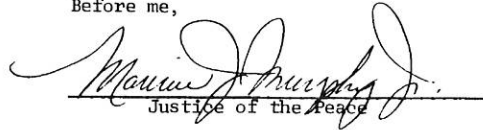
STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS.

February 11, 1971

Personally appeared the above named John E. Seybolt and acknowledged
the foregoing instrument to be his free act and deed.

Before me,


Justice of the Peace