

PV 3087 P2470

RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT, made this 21st day of December, 1994, by and between Caroline A. Levine, also known as Caroline C. Levine, of 17 Pond Path Road, North Hampton, New Hampshire, (hereinafter referred to as "Levine"), and Charles A. Mahoney and Maureen T. Mahoney of 21 Sheffield West, Winchester, Massachusetts, (hereinafter referred to as "Mahoneys").

W I T N E S S E T H

WHEREAS, Levine is the owner of Lot #17 in Country Club Estates, North Hampton, New Hampshire; and

WHEREAS, Mahoneys are the owners of Lot #19 in Country Club Estates, North Hampton, New Hampshire; and

WHEREAS, commensurate with this Agreement, the parties have each entered into certain purchases and conveyances of property owned by Abeniqui Country Club, with Levine purchasing a certain 30,908 square foot parcel, (herein referred to as "Levine Parcel"), and the Mahoneys purchasing a certain 5,816 square foot parcel, (herein referred to as "Mahoney Parcel"), both parcels being shown on a plan recorded in the Rockingham County Registry of Deeds as Plan D-23156, entitled, "Lot Line Adjustment Lot 17 and Lot 14 - 'Country Club Estates', Pond Path, North Hampton, New Hampshire for Caroline A. Levine and Charles A. and Maureen T. Mahoney", by Durgin Verre & Associates, Inc. dated September 7, 1994, and are the subject of deeds to be recorded herewith; and

WHEREAS, as part of the above purchases and conveyances, the parties desire to enter into certain Reciprocal Easements

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pertaining to the preservation and maintenance of certain wooded or vegetated areas located on both parcels.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The parties acknowledge and agree that there presently exists certain trees and substantial reoccurring vegetation which provides a natural buffer between the properties of the parties, covering the entire Mahoney Parcel as shown on Plan D-23156 which is triangular in shape and runs from an iron rod and cap set at the top of the triangle, N 61° 12' 37" W, 179.32 feet along the Levine Parcel to an iron rod and cap at Lot 17, (so-called), thence S 38° 06' 52" W, 65.74 feet along said Lot 17 to a set 1" iron pipe; thence S 80° 03' 51" W, 200.74 feet along Lot 19, (so-called), to the point of beginning and covering that small portion of the Levine Parcel presently covered by trees as it abuts the Mahoney Parcel and shown within the "tree line" as herein defined, (hereinafter referred to as the "buffer").

The parties agree that the buffer is substantially defined by the area contained within a "tree line" designation on a plan recorded at the Rockingham County Registry of Deeds as Plan D-20985, "Lot Line Revision Abenagui Country Club, Inc., North Hampton, N.H.", by Durgin Verre & Associates, Inc., dated April 18, 1991, which is incorporated herein by reference. The parties agree the "tree line" referred to herein is shown as that tree line area designated running from a 9" red oak and running in a generally northwesterly direction to a dirt path as shown on said Plan D-20985, or as actually now covered on the ground by trees, whichever is less.

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by
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LPH

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2. Each party hereto agrees that a permanent reciprocal easement is hereby established between the parties as follows:

A. Neither party shall cut, remove, trim, or otherwise modify or change any existing or future trees, or reoccurring vegetation, bushes or growth contained within the "buffer" described above, without the express prior written and signed consent of the other party, it being the intent of both parties that without such consent the buffer described herein shall permanently remain in its natural state.

B. No buildings, structures, driveways or other improvements shall be permanently or temporarily constructed, installed, stored, or located within the buffer areas, provided, however, that reasonable fencing shall be allowed so long as such fencing shall not include the removal of any trees.

C. Any violation of the above easement shall permit the other party to seek any legal or equitable relief, including, but not limited to, damages, costs, expenses (including reasonable attorneys' fees), and injunctive relief, but such violation shall not cause any termination of the easement. In the event that such violation shall occur but shall not become the subject of any protest, notice, claim or legal action by the other party, no waiver or forbearance estoppel or laches claim or cause of action shall ensue against that party with respect to any future violation of the terms of this easement.

3. This easement shall be binding upon and inure to the benefit of the respective parties hereto, and their heirs, executors and assigns, and shall run with the respective lands of the parties hereto.

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MWA
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IN WITNESS WHEREOF, the undersigned have set their hand this

21st day of December, 1994.

*Caroline C. Levine by Brian T. Wade
her attorney in fact under a Power
of Attorney dated 12/19/94*

Kimberly A. Alvares
Witness

Caroline C. Levine

John J. [Signature]
Witness

Charles A. Mahoney
Charles A. Mahoney

John J. [Signature]
Witness

Maureen T. Mahoney
Maureen T. Mahoney

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this 21st day of December, 1994, before me, the undersigned officer, personally appeared Caroline C. Levine,* known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Kimberly A. Alvares
Notary Public/Justice of the Peace

by Brian T. Wade, her attorney in fact, under a Power of Attorney dated 12/19/94.
STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

KIMBERLY A. ALVARES, Notary Public
My Commission Expires May 22, 1997

On this 24 day of December, 1994, before me, the undersigned officer, personally appeared Charles A. Mahoney and Maureen T. Mahoney, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

John J. [Signature]
Notary Public/Justice of the Peace

NOTICE OF TAX ASSESSMENT

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

XX THOUSAND XX HUNDRED AND 40 DOLLARS

212495 170225 \$40.00

VOID IF ALTERED