

LINCOLN ZONING BOARD OF ADJUSTMENT**REGULAR MEETING MINUTES****WEDNESDAY MAY 20, 2020 – 6:00PM****LINCOLN TOWN HALL - 148 MAIN STREET, LINCOLN NH****(Meeting Video Available at www.LincolnNH.org)**

**This meeting was presented via Zoom Video Conferencing
due to COVID-19 State of Emergency Lockdown**

Any questions or comments for the Planning Board can be submitted to TownClerk@LincolnNH.org the day of the meeting and will be addressed during the Public Participation segment.

Present: Chair Jonathan Ham (via ZOOM), (via ZOOM), Member Ray D’Amante, (via ZOOM), Member Jack Daly, (via ZOOM), Member Delia Sullivan (via ZOOM), Alternate Myles Moran (via ZOOM), Alternate Margie Gozdoff (via ZOOM) and Alternate Susan Chenard (via ZOOM).

Members Excused: Vice Chair Paul Beaudin

Members Absent: None

Staff Present: Planner Carole Bont (via ZOOM), Planning Assistant Brook Rose (via ZOOM), Town Manager Butch Burbank (via ZOOM) and Fire Chief/Health Officer/Code Enforcement Officer Ron Beard (via ZOOM).

Town Consultant: Attorney Peter Malia (via ZOOM),

Guests (all via ZOOM):

- **There were three blank screens present during the meeting – people who did not identify themselves.**
- **Paul E. Aurette** – nonresident (ABUTTER), of 11 Naumkeeg Court, Litchfield, NH 03052, co-owner with Lusa M. G. Aurette of 16 Beechnut Drive (Map 131, Lot 008) and 221 Black Mountain Road #LO (Map 130, Lot 088).
- **David Beaudin** resident, of 10 Louis Lane, PO Box 245, Lincoln, NH 03251-0245, and co-owner with Mary Conn of 10 Louis Lane (Tax Map 116, Lot 004), Lincoln, NH 03251-0245 and Lincoln Water Plant Operator.
- **Taylor C. Beaudin**, resident, owner with Sarah H. Chandler of 8 Louis Lane Lincoln, NH 03251, representing uncle & business associate William Conn d/b/a Lincoln Trucking & Excavating LLC at 177 Connector Road, Lincoln, NH 03251-9720, representing property owners William Conn and Cynthia A. Conn.
- **James Burrows, nonresident (ABUTTER)** 75 Clairemont Road, Belmont, MA 02478, co-owner with Reny Burrows of 5 Beechnut Drive (Tax Map 130, Lot 119) – Mountain Residential (MR) District
- **Cinda D’Amante**, resident (ABUTTER) of 188 Black Mountain Road, Lincoln, NH 03251, owned by Dannalea D. D’Amante, Trustee, GST Exempt Separate Family Trust,

18 Bay Street #1, Cambridge, MA 03129, President of Beechwood II Homeowners Association which is an active association, but not incorporated. (Beechwood II is an abutter to Beechwood I) and wife of ZBA member, Raymond D'Amante.

- **Di L. Lee Gordon**, nonresident (close neighbor but not a direct abutter) co-Trustee with Stephen A. Gordon of the Stephen & Di Gordon Family Trust, 63 Tirrell Road, Bedford, NH 03110 that owns 30 Beechnut Drive (Map 131, Lot 007).
- **Kevin Halloran** – nonresident (**ABUTTER**), of 5 Nicholas Drive, Franklin, MA 02038, co-trustee with Kimberly Halloran of the Halloran Heirloom Ownership Trust that owns 14 Beechnut Drive, (Map 130 Lot 121).
- **Michael Hamori**, nonresident (**APPELLANT**), of 304 Salem Street, Andover, MA 01810, co-owner with Sonya Hamori of 11 Beechnut Drive, (Map 130, Lot 120).
- **Sonya Hamori**, nonresident (**APPELLANT**), of 304 Salem Street, Andover, MA 01810, co-owner with Michael Hamori of 11 Beechnut Drive, (Map 130, Lot 120).
- **Attorney Jason Reimers**, nonresident (**APPELLANT'S ATTORNEY**) representing Appellants Michael & Sonya Hamori re: Retaining Wall on land of Burrows matter), BCM Environmental & Land Law, PLLC, 3 Maple Street, Concord, NH 03301
- **Attorney Stephen A. Rosales**, nonresident (**James C. Burrows' ATTORNEY**), representing abutter James C. Burrows, of Rosales & Rosales, 67 Trapelo Road, Belmont, MA 02478.

I. CALL TO ORDER

Chairman Ham called the meeting to order at 6:06 pm.

II. CONSIDERATION of meeting minutes from:

October 16, 2019 (Present: Chair Jonathan Ham, Vice Chair Paul Beaudin, Member Ray D'Amante, Member Jack Daly, Member Delia Sullivan, and Alternate Susan Chenard.)

Review of the minutes was put off until a later date (September 15, 2020).

III. CONTINUING AND OTHER BUSINESS (Staff and Zoning Board Member/Alternates).

- A. 6:00 PM. Status Update and Request for Additional Time to Meet Conditions:**
Michael and Sonya Hamori – Var 2018-07 M130 L120 Grant - Variance – build retaining wall within side setback

STATUS UPDATE RE: MEETING CONDITIONS FOR VARIANCE concerning Article VI District and District Regulations, Section B District Regulations, Paragraph 4 (Dimensional Chart) of the zoning ordinance known as the Land Use Plan Ordinance (LUPO) to build a retaining wall that encroaches into the 25-foot side setback areas.

Appellants & Property Owners:

Michael and Sonya Hamori
304 Salem Street
Andover, MA 01810

Property:

11 Beechnut Drive (Tax Map 126, Lot 020) – Mountain Residential (MR)
District

Other Property Owners Directly Impacted by Retaining Wall:

James Burrows & Reny Burrows
75 Clairemont Road
Belmont, MA 02478

Property:

5 Beechnut Drive (Tax Map 130, Lot 119) – Mountain Residential (MR) District

Surveyor:

Stephen B. Tower, NH LLS, NH Designer
Sabourn & Tower Surveying and Septic Design, PLLC
1022 Daniel Webster Highway
North Woodstock, NH 03262

July 3, 2019, ZBA accepted the variance with two conditions to be satisfied within 120 days:

(a) secure an easement from James Burrows and provide a recorded copy to the Town of Lincoln, and

(b) provide to the Town of Lincoln confirmation by a licensed engineer that the portion of the wall built in 2018 highlighted in yellow on the attached plan meets all applicable state building codes: D'Amante

October 16, 2019, the Zoning Board of Adjustment granted the Hamoris more time until May 3, 2020.

Prior to May 3, 2020, Hamoris requested another extension until December 31, 2020 to effectuate a transfer of the portion of the Burrows property under the retaining wall to the Hamoris.

Summary of Case by Planner Carole Bont:

Planner Bont said the Appellants have requested a continuance. James Burrows is the abutter on whose land the retaining wall sits. The appellants are supposed to be talking to James Burrows about getting either an easement for the retaining wall or a deed for the portion of the Burrows property where the retaining wall is located.

Procedural Matters:

Attorney Peter Malia asked Planner Bont to orally list the members of the ZBA present. Vice Chair Paul Beaudin was not present. Attorney Peter Malia asked Chair Jon Ham to appoint an Alternate and asked which of three (3) present alternates would be appointed. Myles Moran was

chosen as the most senior of the alternates.

Motion to appoint Alternate Myles Moran to sit as a voting member of the ZBA.

Jack Daly. Second. Ray D'Amante. All in favor. (4-0).

Myles Moran was seated as a regular member for this matter.

Presentation by Appellants Attorney Jason Riemers:

Appellants' Attorney Jason Riemers put forth his summary of the case.

The ZBA granted a variance in July 3, 2019 for the retaining wall that straddles the property boundary line between the Hamoris and the Burrows with two conditions:

1. Hamoris obtain an easement over the portion of the Burrows property on which the retaining wall sits.
2. Hamoris obtain an engineer's sign-off on the yellow portion of the wall.

The Hamoris got the Engineer's sign-off and presented it to the ZBA at the last meeting in November of 2019 during the Hamori's first request for an extension. He sent the sign-off document along to Planner Bont late this afternoon to be sure the ZBA got it, satisfying the second condition.

Request for an Extension to December 31, 2020

Appellants' Attorney Jason Riemers requested an extension back in late March of 2020 because at that time the extension that the ZBA granted in November of 2019 was going to run out in May of 2020 and it really looked like they needed more time and he did need more time. However, since he filed his letter seeking the extension, they have made a lot of progress.

Since November of 2019, the following has happened:

- Mr. Burrows, his attorney, Steven A. Rosales, the Hamoris and their Attorney Jason Riemers have discussed whether to create an easement or a deed transfer. They went back and forth.
- They negotiated on the scope of the survey. The Hamoris will do a full survey of Mr. Burrow's property. Unfortunately, the snow began about a week or two after they came to the agreement so Sabourn and Tower were not able to get out there to do the survey. They thought they had a window of opportunity to do so, but it did not come together in time. They had to put the survey off until spring. Now we have the survey. Both parties are happy with it.
- All parties have agreed that this is going to be an easement rather than a lot line adjustment. They have also agreed on the easement language – at least all of the material parts. There are some details they are still working out, like the book and page numbers and the deeds that he will mention in a moment.
- A lot has happened, but they just could not get it done in time by the deadline.
- Now that they have an agreement and the essential language of the easement.
- Sabourn & Tower can revise and record the survey plan and that survey plan is going to show the location of the easement area.

- He sent a preliminary plan prepared by Sabourn & Tower to Planner Bont for the ZBA later this afternoon. He sent those things to the ZBA just to show the ZBA that things are coming together quickly and to shown the ZBA where the easement area is going to be.
- The easement is going to be that strip of land that is shown on the plan highlighted in yellow of what the surveyor, Steve Tower thought at the time was going to be a lot line adjustment so it is labeled “lot line adjustment”. Now that area is going to be relabeled as “easement area” instead of “lot line adjustment”.
- That strip of land will be described in the deed as “easement area”. They will have that plan revised and hopefully recorded next week. Once he gets the easement deed from Mr. Burrow’s ex-wife who is in Canada, he will record the easement deed because he has to take the language from that deed, record that and then insert it into the easement deed. Once he has that he can finish signing the easement deed. Once he has the signed easement deed, he can record the easement deed and get a copy to the Town and that will satisfy Condition #1 of the variance.
- Having already satisfied Condition #2, the variance then should become final.

Appellants’ Attorney Riemers said although they did not get the easement deed signed and recorded by tonight, they are hopeful it will be done by the end of the month. His understanding of the Notice of Decision is that the July of 2019 Notice of Decision that granted the variance is that the engineer’s letter and the recorded variance, once they are both provided to the Town would make the variance become final without any further hearings or meetings. It would be good to have that understanding confirmed.

Appellants Attorney Riemers said he requested an extension back in March of 2020 until December 31, 2020, but at that time they did not have the survey or an “almost final agreement” and the Corona Virus had just begun and he did not know what that would mean as far as delays.

Even though he is nearly certain that he is not going to need anywhere near to December 31st, just to guard against any unknowns he would still like the extension to December 31, 2020.

Pending Building Permit (i.e., a Land Use Authorization Permit)

Appellants Attorney Riemers said the appellants have a Land Use Authorization Permit Application that has been pending for a couple of weeks to build an addition onto the back of the house away from the Burrows property. Their addition is completely unrelated to the Burrows property, a lot line adjustment or the easement. The contractor is ready to go. They might lose the contractor if they cannot get this Building Permit (i.e., Land Use Authorization Permit) issued. The ZBA does not issue building permits, however, he would like confirmation that the Town will not be holding up a building permit for their addition until this matter is resolved. Please confirm that.

Mr. Burrows’ Property at 5 Beechnut Drive (Tax Map 130, Lot 119) – Mountain Residential (MR) District

Appellants Attorney Riemers asked, “Is a variance required for the portion of the wall that is on Mr. Burrows’ property?”

Appellants Attorney Riemers said it was his understanding that that granting of the variance to the Hamoris was to cover the entire wall. A couple of years ago when the ZBA looked at this

situation and decided that the Hamoris needed a variance for the wall and needed to get an easement from the Burrows for the wall for the portion of the wall that was located on Mr. Burrow's property. The ZBA's solution did not include Mr. Burrows getting his own variance for the wall. That would have meant two variances for the exact same wall that Mr. Burrows had no part in building.

Could the ZBA confirm that Mr. Burrows did not need a variance also and does not have a nonconformity and is not in need of a variance?

ZBA Members Response:

Chair Ham said he did not think that they needed to put the deadline out to December 31st, but rather it sounded like the Appellants would be able to make the July deadline.

The building permit has nothing to do with the ZBA.

Planner Bont said the Planning Board has nothing to do with issuing Land Use Permits. The problem is that during COVID quarantine, everyone has decided to build. There are a lot of applications that have been submitted and are pending and were submitted prior to the Hamoris' application for a Land Use Permit. Their application is in the queue, but will have to wait on the other permit applications that are ahead of theirs in the queue.

Planner Bont did not know about whether or not Mr. Burrows would need his own variance. She asked Town Attorney Peter Malia for advice on this matter.

Member Jack Daly asked the attorneys present whether the easement was going to be in perpetuity or was there a time frame for it. Appellants Attorney Riemers said the easement was going to be in perpetuity and would run with the land.

Legal Advice from Town Attorney Peter Malia

1. Extension: As far as the continuance is concerned, sounds like they are having an issue with getting Mr. Burrows' ex-wife's signature as she is in Canada and that could delay things. Pick a date certain for whatever month you chose.
2. Whether Mr. Burrows needs his own variance, this process for a variance should be sufficient to formalize/legalize the location of the retaining wall. Attorney Peter Malia asked ZBA member and Attorney Raymond D'Amante who is a real estate attorney if he had any contrary advice. Raymond D'Amante agreed with Town Attorney Peter Malia. When someone comes in for a variance the abutter does not usually need to come into the ZBA to get their own variance. In this particular case we are talking about a wall fully designed and clearly shown on a plan. The wall exists. Clearly it is shown on the ground. He thinks that the ZBA's action will create a legal situation for both parties, the Hamoris and the Burrows.

Member Jack Daly moved to extend the variance to December 31, 2020.

Member Jack Daly said in support of his motion that the ZBA knows full well that the easement recording could be consummated prior to that date and they do not have to come back to the ZBA once the document is filed/recorded. That December 31, 2020, date would give the parties enough time should something happen causing delays (for example, another wave of corona virus in the fall, or the border between the US and Canada gets shut down and no mail allowed between the two countries).

Vice Chair Ray D’Amante seconded.

Town Attorney Peter Malia said that the third Wednesday of December is December 16, 2020. Would the ZBA want to extend it to that date?

Planner Bont recommended it be extended to December 9, 2020, and then to December 16, 2020.

Member Jack Daly withdrew his Motion (twice). Vice Chair D’Amante withdrew his second (twice).

Member Jack Daly made a motion to extend the variance to Wednesday, December 16, 2020.

Vice Chair Ray D’Amante seconded.

Discussion:

Sonya and Michael Hamori were agreeable to an extension to December 16, 2020, after asking for clarification. Town Attorney Peter Malia said should the easement be signed and recorded and submitted to the Town that another hearing would not be required. The variance would be complete.

James C. Burrows said he was also agreeable to this date.

James C. Burrows’ attorney, Attorney Stephen A. Rosales, introduced himself and said that he was a Massachusetts attorney who was not licensed in the State of New Hampshire. He asked permission to ask a question. Chairman Ham granted permission.

Attorney Stephen A. Rosales said he just wanted to be clear here that the retaining wall as it currently is built and the easement is going to be given to the Hamoris by his client, Mr. Burrows. The retaining wall is within the twenty-five-foot (25’) zoning district setback and the retaining wall is greater than four feet (4’) in height. Attorney Stephen A. Rosales said he has never seen the wall, but he has looked at aerial pictures of the wall and the wall appears substantially greater than four feet (4’) in height. The wall is substantial. That being the case, it is a “structure” under the Land Use Plan Ordinance located within the twenty-five-foot (25’) setback area, is it this ZBA’s position that a variance is not necessary or it is not nonconforming?

Attorney Stephen A. Rosales said if the retaining wall is okay as is, then that is fine, but he would request that any type of decision or memorandum of this ZBA be reflected somewhere so that it does not become a problem for Mr. Burrows potentially in the future and that this whole thing will run with the land. He does not expect that wall to go anywhere other than its assigned location. Does that make sense?

Town Attorney Peter Malia asked ZBA Vice Chair (and NH Real Estate Attorney) Ray D’Amante that since D’Amante agreed with Town Attorney Malia’s legal advice, would D’Amante make a motion to that affect? That the variance granted to the Hamoris is sufficient to essentially legalize the location of the retaining wall on Mr. Burrows property as well and that Mr. Burrows would not need any further relief from the Town.

ZBA Vice Chair (and NH Real Estate Attorney) Ray D’Amante said, “So moved.”

Member Jack Daly seconded.

Chair Ham asked if there was any discussion. No discussion.

All in favor. (Unanimous 5-0).

Attorney Stephen A. Rosales thanked the ZBA.

Maintenance of the Retaining Wall:

Chair Jon Ham asked Town Attorney Peter Malia and Attorney Riemers about maintenance of the retaining wall. Was there anything in the easement document about who maintains the wall?

Appellants' Attorney Riemers said, "Yes there is."

He gave the ZBA (through Planner Bont) a copy of the draft easement. The easement said Mr. James C. Burrows and his successors in interest have no responsibility for maintenance of the retaining wall and that the Hamoris and their successors in interest do have that responsibility. The easement document gives the Hamoris and their successors the right to enter Mr. James C. Burrow's land to do that maintenance and repair any damage that is done.

Documents to be Filed in Both Map and Lot Files in Town Hall:

Town Fire Chief Ron Beard said, copies of pertinent documents related to that retaining wall structure that is partially on Burrows property should be put in the Town's Map and Lot files here at Town Hall for ***both*** properties so that anyone in the future would be able to see those documents and review them in the event they intended to buy one of those two properties, rather than having to search through meeting minutes to figure out what happened. Pertinent documents related to that retaining wall structure that is partially on the Burrows property should be in the map and lot file for ***both*** properties.

Vice Chair Ray D'Amante said that was a good idea. So did Attorney Stephen Rosales.

Survey of Retaining Wall to be Submitted and Included in Map and Lot Files:

Sonja Hamori said the retaining wall is shown on the survey map.

Planner Bont asked Sonja Hamori to provide the Town with an extra copy of the survey map so she could put a copy in the Map and Lot files for each of the affected lots. Sonja Hamori agreed.

Condition #2 Was Satisfied

Attorney Jason Riemers asked the ZBA if the document from Engineer William Gregsak satisfied condition #2.

Planner Bont reminded everyone that the ZBA had already decided that the letter submitted satisfied condition #2 at the last ZBA meeting.

Extension of the Variance Conditions to December 16, 2020:

Delia Sullivan reminded the Board they needed to take a final vote on the Motion to Extend the deadline of the variance to December 16, 2020.

Chair Ham reiterated.

Member Jack Daly had motioned to extend the variance to Wednesday, December 16, 2020.

Vice Chair Ray D'Amante had seconded.

All in favor. (Unanimous 5-0).

II. Minutes.

- **October 16, 2019** (Present: Chair Jonathan Ham, Vice Chair Paul Beaudin, Member Ray D'Amante, Member Jack Daly, Member Delia Sullivan, Alternate Myles Moran, Alternate Susan Chenard, and Alternate Margie Gozdiff)

Planner Bont said staff had technological difficulty with the recording of that meeting and could not do the minutes for October 16, 2019 without the recording. She needed to try another avenue to try to recapture the meeting audio for the last set of minutes. The meeting minutes were not available and approving those minutes would have to be rescheduled for the next ZBA meeting.

Member Delia Sullivan moved to continue the minutes from the last ZBA meeting until the next ZBA meeting.

Member Jack Daly seconded.

All in favor. (Unanimous 5-0).

III. IV. ADJOURNMENT

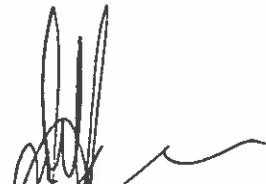
“Motion to Adjourn at 6:36 PM.”

Motion: Member Jack Daly.

Second: Member Delia Sullivan.

All in favor. (Unanimous 5-0).

Respectfully submitted,
Planner,
Carole Bont



Chairman Jon Ham
Date Approved: _____ May 4, 2022

December 9, 2020

Via Email (planning@lincolnnh.org) and First-Class Mail

Jonathan Ham, Chairman
Lincoln Zoning Board of Adjustment
148 Main Street
P.O. Box 25
Lincoln, NH 03251

RE: Sonya and Michael Hamori; Variance 2018-07

Dear Chairman Ham,

I represent Sonya and Michael Hamori with regard to the variance granted by the Lincoln ZBA on July 3, 2019. The ZBA granted the variance and imposed the following two conditions: (1) the Hamoris secure an easement from James Burrows and provide a recorded copy to the Town of Lincoln; and (2) that the Hamoris provide confirmation by a licensed engineer that the subject portion of the retaining wall meets all applicable state building codes.

The original deadline imposed by the ZBA for satisfying the two conditions was November 3, 2019. At its October 16, 2019 meeting, the ZBA granted a six-month extension to approximately May 3, 2020. At its May 20, 2020 meeting, the ZBA granted an extension to December 31, 2020.

The ZBA acknowledged at its October 16, 2019 and May 20, 2020 meetings that we satisfied the second condition with the July 19, 2019 letter from Gregsak Engineering, Inc. With the enclosed Easement Deed recorded at Book 4582, Page 923 at the Grafton County Registry of Deeds, we have now satisfied the first condition.

With all conditions now satisfied, the variance granted by the ZBA on July 3, 2019, is final and this matter is closed.

We appreciate the extensions that the ZBA has granted. Please let me know if you have any questions.

Sincerely,



Jason Reimers

Cc: Peter Malia, Esq.
Stephen A. Rosales, Esq.
Clients

Enc.





Return to:

✓ BCM Environmental & Land Law, PLLC
3 Maple Street
Concord, NH 03301

20018140 12/08/2020 01:44 PM
Book 4582 Page 923 Page 1 of 3
Register of Deeds, Grafton County

LCHIP FEE	GRA154700	25.00
TRANS TAX	GR070171	40.00

EASEMENT DEED

JAMES C. BURROWS of Belmont, Massachusetts, his successors and assigns ("Grantor"), for consideration paid, grant to MICHAEL S. HAMORI and SONYA A. HAMORI of 304 Salem Street, Andover, Massachusetts, their successors and assigns ("Grantees"), the following easement with warranty covenants.

An easement in and upon Grantor's property on Beechnut Drive in LINCOLN, Grafton County, New Hampshire for the purposes of locating and maintaining a boulder retaining wall (the "Retaining Wall"), as further described herein. The properties of the Grantor and Grantees and the Easement Area are shown on "Easement Plan for James C. Burrows and Michael S. & Sonya A. Hamori in the Town of Lincoln, NH" prepared by Sabourn & Tower Surveying and Septic Design, PLLC, dated August 24, 2020 (the "Plan"), and recorded as Plan No. 16000 at the Grafton County Registry of Deeds.

Grantor's property is identified as 5 Beechnut Drive in Lincoln, also referred to as Lincoln Tax Map 130, Lot 119, and is more fully described in a Quitclaim Deed to Grantor from Reny Burrows dated June 8, 2020, and recorded July 20, 2020, at Book 4537, Page 0750 at the Grafton County Registry of Deeds.

Grantees' property is identified as 11 Beechnut Drive in Lincoln, also referred to as Lincoln Tax Map 130, Lot 120, and is more fully described in a Warranty Deed to Grantees from Edward J. Walsh a/k/a Edward J. Walsh, Sr., dated May 6, 2014, and recorded at Book 4060, Page 0703 at the Grafton County Registry of Deeds.

Grantor shall have no responsibility, financial or otherwise, to maintain, repair, augment, or replace the Retaining Wall.

Grantees may enter the Easement Area to maintain, repair, augment, or replace the Retaining Wall. Grantees may enter the Grantor's property outside of the Easement Area by foot to maintain, repair, or replace the Retaining Wall. If necessary to maintain, repair, augment, or replace the Retaining Wall, the Grantees may enter onto the Grantor's property outside of the Easement Area with machinery or vehicles, and if any damage is caused thereby to the Grantor's property, the Grantees shall make such repairs as necessary to restore the property to its original condition. All maintenance, repair, augmentation, or replacement of the retaining wall shall occur within the

Easement Area.

The Retaining Wall may be replaced in kind by the Grantees without permission of the Grantor. However, if Grantees seek to replace the Retaining Wall with a different material or configuration, Grantees shall first obtain the consent of the Grantor.

Grantees shall indemnify and hold Grantor harmless from all claims, suits, costs, losses, and liabilities arising from loss or damage to persons or property as a result of the maintenance, repair, augmentation, replacement, use, or failure of the Retaining Wall. This indemnification shall be secondary to any other indemnification that is available.

This Easement shall RUN WITH THE LAND, and the obligations and benefits stated herein shall be binding upon the successors and assigns of the Grantor and Grantees.

Grantees accept the terms and conditions stated herein and agree to abide by such terms and conditions for themselves, their assigns and successors.

This is not homestead property.

DATED this 7 day of October, 2020.

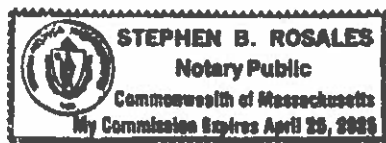
GRANTOR:

James C. Burrows
James C. Burrows


STATE OF MASSACHUSETTS
COUNTY OF

The foregoing instrument was acknowledged before me, this 7 day of October, 2020,
by James C. Burrows.

Notary Public
Comm. Exp. _____



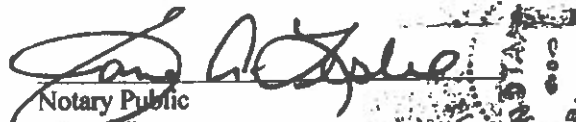
GRANTEES:


Michael A. Hamori
MA


Sonya A. Hamori

STATE OF New Hampshire
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me, this 28th day of Oct., 2020, by
Michael A. Hamori and Sonya S. Hamori.


Notary Public
Comm. Exp. _____
JANE A. LESLIE, Notary Public
State of New Hampshire
My Commission Expires May 2, 2023

