

Letter to Strafford Town Planning Board

September 25, 2023

To the members of the planning board,

I'd like to say I agree with the board that the easement exists on the records of the deeds between properties, Tax map 72 and 72-1 on paper. However, that is where my agreement ends. Undoubtedly it's something that should have been settled before the sale of the property from my sister to the Thivierge family. I was not made aware of the transfer of property for over a year after the fact.

The deed, though in black and white alludes to an easement of necessity for members of the same family; I stand by the fact that it was in reality abandoned when they created their own driveway. In practice, the deed has not been adhered to since its inception. Not by the former or current owners.

When the property changed hands from my sister to the Thivierge's they would have been made aware of the easement and burden thereof. They decided to willfully ignore its existence until it became fiscally beneficial to them. Additionally, under the loan agreement with PennyMac (Strafford County Records Book 4708 Page 948 sec. 4) they signed states that any fees such as levied by the easement would be paid. I only bring this up to show there has been up to this point, no effort made on part of the Thivierge's to comply with the deed or loan conditions on the property. Is claimed ignorance of the law/deed now a proper excuse?

If approved, the Scruton family is left with the full burden of initial construction/ongoing maintenance costs and the Thivierge's will sell and move on. Undoubtedly without intent to settle for costs incurred, again making the point that the deed to them is solely a means to an end and not a mutual agreement between parties.

May I suggest that if the board sees fit to approve the subdivision that it would be conditionality based upon settlement of the deed's requirement for split costs of construction and maintenance.

I do have one question for the board. After reviewing the package to the planning board, I didn't locate the required written agreement from the lien holder expressing permission to subdivide and sell the property. Is that a consideration the board investigates or is it not relevant to the decision made?

Thank you for your time and consideration.

//Signed//

Kim and Todd Scruton
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