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COREY R. LEWANDOWSKI, Individually and)
d/b/a REAGAN'S ROCK, LLC)
Plaintiffs)

vs.)

GLENN P. SCHWARTZ and IRENE)
A. SCHWARTZ, Defendants)

DEFENDANTS' COUNTERCLAIM

NOW COME the Defendants, Glenn P. Schwartz and Irene A. Schwartz (hereinafter "Schwartz"), and complain against Corey R. Lewandowski (hereinafter "Lewandowski") and Reagan's Rock, LLC (hereinafter "Reagan's Rock") in counterclaim as follows:

JURISDICTION

1. This Court has jurisdiction over this matter pursuant to RSA 491:22 and RSA 491:7.
2. Venue is proper in Rockingham County because this action is currently pending in this county and because the Plaintiffs and Defendants reside in Rockingham County.

PARTIES

3. Glenn P. Schwartz and Irene A. Schwartz (hereinafter "Schwartz") are husband and wife and are the owners and residents of Lot 25G-90, 11 Emerson Road, Windham, County of Rockingham, State of New Hampshire (hereinafter the "Schwartz Lot").
4. Reagan's Rock, LLC is a Limited Liability Company that owns the property at Lot 25G-110, being 15 Emerson Road, Windham, County of Rockingham, State of New Hampshire (hereinafter "Reagan's Lot").

5. Corey Lewandowski is the owner (along with his wife not named herein) and resident of Lot 25G-120, known as 21 Emerson Road, Windham, County of Rockingham, State of New Hampshire (hereinafter the "Lewandowski Lot").

6. William T. Broadley and Jacqueline H. Broadley, Trustees of the William T. Broadley Family Trust and Jacqueline H. Broadley and William T. Broadley, Trustees of the Jacqueline H. Broadley Family Trust are residents of 80 Hillside Avenue, Needham, Massachusetts but own the property located at Lot 25G-85, 9 Emerson Road, Windham, County of Rockingham, State of New Hampshire (hereinafter the "Broadley Lot"). By way of a motion filed herewith, the Schwartzes seek to add the Broadleys as indispensable third parties.

7. The Defendants purchased the Schwartz Lot in April, 2015 and subsequently obtained approval for and constructed a single family dwelling on the lot which serves as their primary residence. This property is located on Rock Pond, Windham, New Hampshire.

8. The Lewandowski Lot is improved by a large and substantial single family residence that serves as the primary residence of Corey Lewandowski and his family.

9. Through an entity known as Reagan's Rock, LLC Lewandowski owns or otherwise has an interest in the Reagan's Lot which abuts the Lewandowski Lot and the Schwartz Lot.

10. Situated on the Reagan's Lot is a small camp style dwelling on Rock Pond consisting of about 700 square feet.

11. The Lewandowski Lot has been historically accessed by a driveway off of Emerson Road directly into the Lewandowski Lot.

12. On June 1, 2015 Schwartz and Broadley granted an access easement to Reagan's Rock to travel over the Schwartz Lot and Broadley Lot solely for the benefit of going to and

from the Reagan's Lot but under circumstances that have since developed that indicate the easement should otherwise be rescinded.

13. The Easement Agreement, is recorded at Book 5626, Page 2753 of the Rockingham County Registry of Deeds.

14. By way of further background, in 2014 Schwartz made an offer to purchase the Schwartz Lot contingent upon researching the land to ensure it could be accessed, developed and that all permits could be received to build a single family residence on it.

15. Building permits were initially issued to begin work on the Schwartz Lot but during this process it came to light that the Schwartz Lot did not have any deeded access.

16. The Schwartz Lot at the time only had 6 feet of frontage on Emerson Road yet in order to obtain a construction loan for the development and improvement of the lot, Schwartz needed to negotiate access for an additional 12 feet from one of their neighbors, meaning Lewandowski or Broadley.

17. Schwartz initially attempted to negotiate access to their lot with Lewandowski who advised Schwartz that the Broadleys were unreasonable people and should not be approached as they could "ruin your chances to get this done" but that he was a "great neighbor" and would be the only one willing to assist.

18. The Schwartzes were then unsophisticated in this sort of real estate transaction having never built a house from the ground up or dealt with these sorts of issues previously so they began to work with Lewandowski in good faith upon his representations that he would provide assistance and that only he could provide assistance.

19. A "land swap" was proposed to provide access to Emerson Road from the Schwartz Lot which would be achieved by trading a northeast piece of the Lewandowski Lot on

Emerson Road with a piece of land at the southwest corner of the Schwartz Lot so that Lewandowski could get to his cottage coming off of a new easement to be provided to the Schwartzes.

20. Lewandowski represented that he had access to the cottage through his own driveway on the Lewandowski Lot and that the only reason he was willing to discuss a land swap was so that he could assist and be a good neighbor. This representation would later prove to be patently false.

21. In good faith Schwartz went through no less than 5 land design iterations at their own expense and cost trying to have an engineering design that optimized access to the Reagan's Lot and that would serve the Schwartz purpose as well.

22. None of the various design plans produced at a significant time and cost to the Schwartz were acceptable to the Plaintiffs because at the time, unknown to Schwartz, these design plans could not achieve Lewandowski's true purpose which was to build a large imposing garage on his Reagan's Rock property to be used primarily in connection with the Lewandowski Lot.

23. Therefore, during a telephone conversation to discuss one of the designs, Lewandowski broke off all direct negotiations with Schwartz, screaming at Schwartz that the plans they proposed do not "provide enough land and is not acceptable to my wife" and then yelled "don't disrespect her wishes" abruptly then hanging up the telephone. Thereafter Schwartz attempted to negotiate with Allison Lewandowski without success.

24. Feeling bullied and at the end of their ropes, the Schwartzes ultimately approached the Broadleys who they would learn were eminently reasonable people. Broadley then agreed to allow Schwartz to pass over the northwest corner of their property to gain access

from their lot to Emerson Road. After the agreement was drafted but before it was executed, Lewandowski forcibly inserted himself into the negotiations which he was not then involved in.

25. Ultimately with the assistance of the Broadleys, Broadley, Schwartz and Lewandowski entered into the Easement Agreement.

26. During those negotiations, Lewandowski falsely represented that the reason he needed the Easement Agreement was in the event he ever decided to sell the Reagan's Lot it would have access via the easement apart from access over the Lewandowski Lot.

27. Lewandowski assured Schwartz there was no other reason for this access.

28. It was for this reason that Schwartz (and upon information and belief Broadley) agreed to grant the Easement Agreement to Lewandowski.

29. At no time prior to the execution of the Easement Agreement did Lewandowski ever represent or otherwise disclose to Schwartz that he intended to build an imposing 6 stall garage to be used for the Lewandowski Lot.

30. Had he made such a disclosure or other representation, Schwartz (and upon information and belief Broadley) would not have granted the Easement Agreement.

31. In addition to making false representations of his true intentions with respect to the need for the easement, Lewandowski engaged in behavior to coerce Schwartz into entering into the Easement Agreement.

32. Specifically, on May 19, 2015 Lewandowski illegally shut down electrical work being performed for the benefit of the Schwartz Lot as part of the house construction by illegally parking his truck in front of a telephone pole precluding Eversource from running power to the Schwartz Lot.

33. Although there are deeded easement rights to run power to the Schwartz Lot over the Reagan's Lot, Lewandowski so positioned his pickup truck as to make it impossible for Eversource to complete its work.

34. In addition, Lewandowski called Eversource and apparently threatened a lawsuit on May 20th effectively shutting down all electrical work that was necessary for the construction of the Schwartz house on the Schwartz Lot.

35. During this time Lewandowski knew, or should have known, that the Schwartzes were in dire need to complete the construction because they were living in temporary housing, paying a substantial cost for storage of their household goods and in danger of having to start paying a bridge loan they set up for emergency purposes.

36. In an effort to resolve the ongoing animosity generated by Lewandowski's improper behavior, Schwartz and Lewandowski spoke directly on May 21, 2015.

37. During this telephone call Lewandowski screamed and threatened Schwartz stating "this is a small town" and that he would use his political clout and connections to "shut down all building and work and make your life a nightmare with an expensive and extended lawsuit".

38. It was only in light of this background that Schwartz agreed to grant Lewandowski the Easement Agreement.

39. Subsequent to the granting of the easement, Lewandowski used this easement to convince the Town of Windham to issue the permits and approval necessary to build an oversize garage on Reagan's Lot which he had been using as a backdoor entrance to his primary residence.

40. Although more than one application for approval for a variance was submitted to the town containing numerous inaccuracies, the final one was submitted on March 28, 2017.

41. The March 28, 2017 ZBA application represented that access to the proposed garage on Reagan's Lot was going to come off the Lewandowski Lot and so relying on that the Schwartzes never objected to the variance application.

42. The plan submitted and approved indicated a single level garage in support of the Lewandowski Lot.

43. Subsequently, Schwartz learned from a conversation with Lewandowski's builder in and around May 1, 2017 that the Plaintiffs actually intended to use the easement to access their garage.

44. The Schwartzes immediately went to the town on or about May 4, 2017 to review the file.

45. In reviewing the town's file, Schwartz found an old unapproved plan in the file from a postponed hearing on February 28th as well as there was an email indicating that the abutters had (falsely) approved electrical work that would affect the Schwartzes' property. The unapproved original plan found in the file showed a design for the Lewandowski garage that cut a 50 foot opening across the Schwartz Lot to access the garage and was never discussed with or approved by Schwartz leading to the February 28th meeting postponement to March 28th. Furthermore, the approved plan from the March 28th meeting was not in the file so the Schwartzes worked with the town to correct this.

46. Once the plan was ultimately approved by the town the Plaintiffs proceeded to change their plans so that what is being constructed now is a two level 6 car garage seemingly to service both the Reagan's Lot and the Lewandowski Lot.

47. This garage which is serving a dual purpose, clearly indicates that the original pretext that Lewandowski used to obtain the easement, to wit, so that Reagan's Lot could be sold with its own separate access, was false as the large imposing garage is being used to support the Lewandowski primary residence and cannot therefore be severed by a private sale of Reagan's Lot.

48. Since the Easement Agreement was executed, Lewandowski has allowed others who are not authorized to use the easement to use it including his mother, other guests of his primary residence and service providers to his primary residence.

49. Furthermore, Lewandowski's construction contractors that have used the easement have impermissibly widened it and damaged it on numerous occasions.

50. Although Section 6 of the Easement Agreement requires Lewandowski to have provided insurance at the commencement of the use of the easement, he did not do so.

51. The Easement Agreement was not granted to allow Lewandowski to utilize it for any other purpose beyond accessing the single family residence then on Reagan's Lot or a replacement of the single family residence on Reagan's Lot.

52. In addition to the foregoing, Lewandowski, his wife and his mother have engaged in a pattern of conduct that has caused the Schwartz to suffer emotional distress including, but not limited to, (a) on more than one occasion Lewandowski came out of his home carrying a baseball bat while Irene Schwartz was on her property seemingly as a threatening and intimidating gesture; and (b) on multiple occasions Lewandowski, his wife and his mother would aggressively approach the property line between the parties when Schwartz had guests at their property or service contractors visiting to make them uncomfortable, chastise them or intimidate them.

53. Further, Lewandowski filed his lawsuit in such a way as to cause additional anxiety and emotional distress to the Defendants by including a claim for monetary damages in the amount of Five Million Dollars contrary to Rule 8 of the Superior Court Rules which specifically provides that complaints shall not allege or otherwise include an amount of damages claimed.

54. Lewandowski did so purely for shock value and intending to cause emotional distress upon Schwartz.

55. The home on the Schwartz Lot is serviced by a private well located on the Schwartz Lot.

56. The Plaintiffs do not have a well easement or any other right to go onto the Schwartz Lot or otherwise access the well on the Schwartz Lot.

57. The Plaintiffs' apparent claim is predicated upon a faulty grant of a well easement.

58. Specifically, recorded at Book 2900, Page 2875 of the Rockingham County Registry of Deeds is an easement purportedly granting a well easement to certain beneficiaries, one of which the Plaintiffs claim to be.

59. However, at the time this purported well easement was granted for the alleged purpose of accessing the well on the Schwartz Lot, the grantor of the easement did not own the property upon which the well was located so the grant is ineffectual.

60. The well referred to in the well easement at Book 2900, Page 2875 of the Rockingham County Registry of Deeds is depicted at Plan #D-38757 of the Rockingham County Registry of Deeds.

61. Plan #D-38757 clearly shows that the well is located on the Schwartz Lot and was never located on the lot of the grantor of the purported easement described in Book 2900, Page 2875.

62. Therefore, although the Plaintiffs claim a right to access the well located on the Schwartz Lot he has no legal right to do so and any so-called well easement granted at Book 2900, Page 2875 would have been legally ineffectual as the grantor did not then own or at any other time own the land upon which the well was located.

COUNT I—RESCISSION

63. The Defendants repeat and reallege each and every one of the allegations contained in Paragraphs 1-62 of this Counterclaim as if set forth fully herein.

64. The Defendants are entitled to the rescission of the Easement Agreement on account of the facts aforesaid.

65. This Court should therefore issue an order rescinding the Easement Agreement effective forthwith.

COUNT II—INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

66. The Defendants repeat and reallege each and every one of the allegations contained in Paragraphs 1-65 of this Counterclaim as if set forth fully herein.

67. The conduct and acts of the Plaintiffs as aforesaid are extreme and outrageous and were intentionally and recklessly engaged in causing the Schwartzes to suffer severe emotional distress.

68. The Defendants are entitled to an award of damages for the Plaintiffs' intentional infliction of emotional distress in an amount within the minimum and maximum jurisdictional limits of this Court including interest, costs and attorney's fees.

COUNT III—NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

69. The Defendants repeat and reallege each and every one of the allegations contained in Paragraphs 1-68 of this Counterclaim as if set forth fully herein.

70. The Defendants have suffered emotional distress as a result of the negligence of the Plaintiffs for the acts as aforesaid which emotional distress has manifested itself through physical symptoms requiring treatment.

71. The Defendants are therefore entitled to the recovery of damages for the negligent infliction of emotional distress by the Plaintiffs in an amount within the minimum and maximum jurisdictional limits of this Court plus interest, costs and attorney's fees.

COUNT IV—BREACH OF EASEMENT AGREEMENT

72. The Defendants repeat and reallege each and every one of the allegations contained in Paragraphs 1-71 of this Counterclaim as if set forth fully herein.

73. The Plaintiffs have breached the Easement Agreement as aforesaid for which the Defendants are entitled to compensation for the damages suffered in an amount within the minimum and maximum jurisdictional limits of this Court including interest, costs and attorney's fees.

COUNT V—TRESPASS

74. The Defendants repeat and reallege each and every one of the allegations contained in Paragraphs 1-73 of this Counterclaim as if set forth fully herein.

75. The Plaintiffs have intentionally trespassed upon the property of Schwartz without any right or lawful authority either expressed or implied on repeated occasions all as aforesaid.

76. The Defendants are entitled to the recovery of damages for the Plaintiffs' trespasses including mental suffering in an amount within the minimum and maximum jurisdictional limits of this Court including interest, costs and attorney's fees.

COUNT VI—NEGLIGENT MISREPRESENTATION

77. The Defendants repeat and reallege each and every one of the allegations contained in Paragraphs 1-76 of this Counterclaim as if set forth fully herein.

78. As aforesaid, the Plaintiffs negligently made material misrepresentations to Schwartz about their need for an easement or the use to which they intended to put it upon which Schwartz relied to their detriment all as aforesaid.

79. The Defendants are therefore entitled to the recovery of damages from the Plaintiffs for the Plaintiffs' negligent misrepresentations in an amount within the minimum and maximum jurisdictional limits of this Court including interest, costs and attorneys fees.

COUNT VII—INTENTIONAL MISREPRESENTATION

80. The Defendants repeat and reallege each and every one of the allegations contained in Paragraphs 1-79 of this Counterclaim as if set forth fully herein.

81. As aforesaid, the Plaintiffs intentionally made material misrepresentations to the Schwartzes about their need for an easement or the use to which they intended to put it upon which the Schwartzes relied to their detriment all as aforesaid.

82. The Schwartzes are therefore entitled to the recovery of damages from the Plaintiffs for the Plaintiffs' intentional misrepresentations in an amount within the minimum and maximum jurisdictional limits of this Court including interest, costs and attorneys fees.

COUNT VIII—DECLARATORY JUDGMENT

83. The Defendants repeat and reallege each and every one of the allegations contained in Paragraphs 1-82 of this Counterclaim as if set forth fully herein.

84. As aforesaid, the Plaintiffs claim a right to access or otherwise utilize the well located upon the Defendants' property based on a well easement that is legally ineffectual.

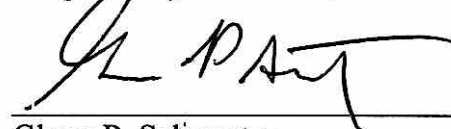
85. The Defendants therefore request that this Court issue a declaratory judgment order, determining and stating that the Plaintiffs do not have the right to use the well located upon the Schwartz Lot nor do they have the right to enter the Schwartz Lot to access the well located upon the Schwartz Lot.

DEMAND FOR JURY

The Defendants, Glenn and Irene Schwartz, demand a trial by jury on all facts so triable.

Dated: August 10, 2017

Respectfully submitted,



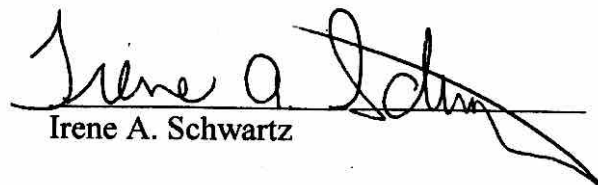
Glenn P. Schwartz

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

Then personally appeared the above named Glenn P. Schwartz and made oath that the foregoing was true to the best of his knowledge and belief.



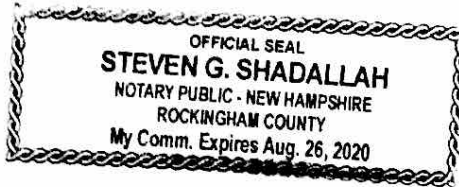
Notary Public



Irene A. Schwartz

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

Then personally appeared the above named Irene A. Schwartz and made oath that the foregoing was true to the best of her knowledge and belief.

A handwritten signature in black ink, likely belonging to the Notary Public, is written over a horizontal line.

Notary Public

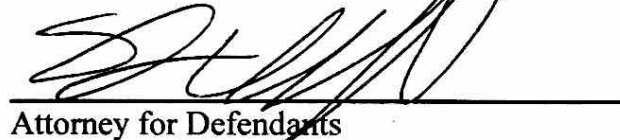
Glenn P. Schwartz, et al.
By their attorney

A handwritten signature in black ink, likely belonging to Steven G. Shadallah, is written over a horizontal line.

Steven G. Shadallah, Esquire
197 Main Street
Salem, New Hampshire 03079
(603) 893-9000
NH Bar#: 2302

CERTIFICATE OF SERVICE

I, Steven G. Shadallah, Esquire, attorney for Defendants, do hereby certify that I have made due service of a conformed copy of the foregoing Defendants' Counterclaim upon William R. Sullivan, Esquire, 25 Railroad Square, Suite 405, Haverhill, MA 01832 and Debra L. Mayotte, Esquire, 831 Union Street, Manchester, NH 03104 by mailing a copy of the same to them this 10th day of August, 2017.

A handwritten signature in black ink, likely belonging to Steven G. Shadallah, is written over a horizontal line.

Attorney for Defendants