



EASEMENT DEED

WHOGAS, LLC, a limited liability company duly organized and existing under the laws of the State of New Hampshire, with a mailing address of 8R Gifford Farm Road, Stratham, New Hampshire, 03885, (hereinafter referred to as the "Grantor"), for consideration paid, grants to **ROBERT E. GODFREY, SR.**, with an address at 18 Lovell Road, Stratham, New Hampshire, 03885, (hereinafter referred to as the "Grantee", the Grantee's successors and assigns), with **QUITCLAIM COVENANTS**, upon the conditions hereafter set forth, an easement to pass and repass on and over that area described herein below on the land of Grantor (the easement shall be referred to herein as the "Easement"). This Easement is being given by Grantor to Grantee pursuant to an Agreement entered into by the Grantor and Grantee on February 6, 2014, in connection with Rockingham Superior Court Case Number 218-2013-CV-377.

Said Easement Area is situated in the Town of Stratham, County of Rockingham, State of New Hampshire. This conveyance is made subject to all encroachments and other matters of record. All references to Grantor hereunder shall include its successors and assigns. The premises hereby conveyed are not the homestead property of Grantor.

Said Easement is located on land of Grantor in Stratham, Rockingham County, New Hampshire as described in that Deed recorded at Book 5262, Page 2011 in the Rockingham County Registry of Deeds on November 17, 2011, and incorporated by reference ("Grantor Land"). Specifically the Easement is located near the southerly point of the Grantor's Land and is bordered on one side by an 0.7068 acre parcel, more or less, of land owned by the Grantee, (Parcel "A"), and on the other side by a 1.7566 acre parcel, more or less, of land owned by the Grantee, (Parcel "B"). Said Easement includes the existing gravel driveway but is expanded both in width and in length. Said Easement is twenty-five (25) feet in width, and extends over the Grantor Land from its border with Parcel "A" to its border with Parcel "B". The exact location of the Easement shall be depicted with metes and bounds on a plan to be recorded in the Rockingham County Registry of Deeds, (the "Easement Area").

1. The Easement granted by Grantor shall be for the purposes of the Grantee constructing, replacing, repairing and maintaining a dirt, gravel or paved pathway or driveway to pass and repass by the Grantee and others. The Easement is granted together with the perpetual right of ingress and egress and the right to pass and repass over and across said Easement Area, including but not limited to foot traffic, motor vehicles, equipment or otherwise for any and all

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purposes herein granted. Nothing shall remain stationary on said easement, including but not limited to motor vehicles, equipment or other objects.

2. Reserving to Grantor, its successors and assigns, the use and enjoyment of said Easement Areas for such purposes only as will in no way interfere with the perpetual use thereof by the Grantee, its successors and assigns for the purposes contained herein; and to that end, the Grantor, its successors and assigns shall not erect any building, structures sidewalks, parking areas, surface curbs, landscaping and other similar improvements on said Easement Area; provided however, that Grantor may install underground utility structures or systems within the Easement Area which do not interfere with Grantee's use of the Easement Areas and Grantor reserves all rights to cross the Easement Area and all rights and easements necessary or desirable for the use, occupation, repair, maintenance and replacement of any improvements now or hereafter located upon Grantor's remaining land.

3. As a condition of the granting of the Easement from Grantor to Grantee, Grantee agrees that Grantee, his heirs and assigns, shall not keep, store, maintain, place or allow at any time the presence of livestock, unregistered vehicles, and similar atypical storage on Parcel B. Further, any building on Parcel B shall be restricted to a single family home with typical accessories, (i.e. shed, driveway, fence, garage, etc.). Grantee agrees that no building shall be located within thirty (30') feet of the easterly boundary of Parcel B and any other adjacent land.

4. The easement rights and privileges granted by this instrument are perpetual and shall run with the land.

This conveyance is Exempt from Transfer Tax.

IN WITNESS WHEREOF, I have hereunto set my hand this 6 day of ^{March}~~February~~, 2014.

WHOGAS, LLC

By: Stephen Fee

Stephen Fee
Sole Member, Duly Authorized

THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

Personally appeared Stephen Fee, the Sole Member of Whogas, LLC this 6 day of ^{March}~~February~~, 2014 who acknowledges the foregoing on behalf of the limited liability company.

Before me,

Justice of the Peace / Notary Public
My commission expires

JONATHAN M. FLAGG
Notary Public - New Hampshire
My Commission Expires October 7, 2014