

Brown & LaPointe
128 Main Street
Epping, NH 03042

SEPTIC SETBACK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that David C. Whitney, Trustee of the David Whitney Revocable Trust dated August 28, 1998, 18 Tuckaway Shore Road, Nottingham, County of Rockingham, State of New Hampshire 03290

FOR CONSIDERATION PAID, GRANTS TO Timothy J. Proia and Marjorie J. Proia of, Trustees of the M and T Proia Realty Trust, 301 Concord Road, Billerica, County of Middlesex, Commonwealth of Massachusetts 01821, their heirs, successors and assigns, the following described easement and waiver located at 20 Tuckaway Shores Road situate in the Town of Nottingham, County of Rockingham and State of New Hampshire bounded and described as follows:

A perpetual easement and waiver of setback requirements of and from the setback requirements of the Town of Nottingham presently Article II C(2) of the Town of Nottingham Zoning Ordinance and any applicable setbacks required by the New Hampshire Department of Environmental Services, State of New Hampshire Rule Env. Wq 1008 Sect. 040 from or over the common boundary of Grantor and Grantee so as to allow the construction of a single family septic system upon land of the Grantee as depicted on a Plan entitled "Septic System Design Tax Map 070, Lot 0048, #20 Tuckaway Shores Road, Nottingham, New Hampshire 03290" dated July 12, 2019, Joseph Maynard, designer.

The purpose of this Easement is to allow the construction of the septic system set out on the above-referred Plan waiving the setbacks referenced above, all in order for the Grantee to construct said system and to seek and obtain applicable approvals from both the Town of Nottingham and the State of New Hampshire Department of Environmental Services and to be used in conjunction with the application for and grant of any such waivers from the Town of Nottingham or the State of New Hampshire Department of Environmental Services.

Grantee, for itself and its heirs, successors and assigns, shall indemnify and hold harmless Grantor, its heirs, successors and assigns, against all damages, expenses and costs resulting from all claims for damages by third parties, and all loss and liability which may be incurred by reason of Grantee's use of the above-described Easement.

This easement and waiver shall run with the land of Grantor and Grantee.

For Grantees source of title and benefited property, see Deed of Timothy Proia et ux to Timothy Proia and Marjorie J. Proia, Trustees of M and T Proia Realty Trust dated January 13, 2016 recorded at Book 5691, Page 1645 in the Rockingham County Registry of Deeds.

For Grantors source of title and burdened property see Deed of David C. Whitney to David C. Whitney, Trustee of the David Whitney Revocable Trust dated March 15, 2018 recorded at Book 5898, Page 1571 of the Rockingham County Registry of Deeds.

WITNESS our hands this ____ day of _____, 2019.

By: _____
David C. Whitney, Trustee
David Whitney Revocable Trust

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this ____ day of _____, 2019, personally appeared David C. Whitney, Trustee of the David Whitney Revocable Trust, known to me or satisfactorily proven to be, the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

Before me,

Notary Public
My Commission expires: