



LCHIP	ROA687949	25.00
TRANSFER TAX	RO132187	40.00
RECORDING		18.00
SURCHARGE		2.00

EASEMENT DEED

For consideration received, Marjorie A. Palmer, as Trustee of The Marjorie A. Palmer Revocable Trust 2007, as amended, with mailing address of 91 Warner Hill Road, Derry, NH 03038 ("Grantor") hereby grants to Palmer and Gardner, LLC, a New Hampshire limited liability company, with a mailing address of 91 Warner Hill Road, Derry, NH 03038 ("Grantee"), without covenants, the following:

The certain exclusive easements, rights and interests more particularly described below in and over a portion the certain property of the Grantor situated in Derry, County of Rockingham and State of New Hampshire being MAP 03 LOT 129 ("Lot 129") as shown on a plan of land entitled, "BOUNDARY PLAT MAP 3 LOTS 74, 76, 128, & 129 #202 ROCKINGHAM RD, #8 & #14 STARK RD; & #2 KILREA RD DERRY, NEW HAMPSHIRE MAY 31, 2018", PREPARED FOR /OWNER: THE MARJORIE A. PALMER REVOCABLE TRUST 2007 MARJORIE A. PALMER, TRUSTEE 91 WARNER HILL ROAD DERRY NH, 03036 SCALE: 1" = 100' SHEET 1 OF 1 PREPARED BY: Promised Land Survey, LLC 60 Crystal Ave, Unit A Derry, New Hampshire 03038, and recorded at the Rockingham County Registry of Deeds as Plan Number D-42128 (the "Plan") more particularly bounded and described as the portion of Lot 129 forming a strip of land seventy (70) feet in width lying adjacent to, parallel with, and immediately southeasterly of the southerly boundary of MAP 03 LOT 129-1 with Lot 129 ("Lot 129-1 Boundary"), the course for which boundary is described on the Plan as having a course of S 69° 20' 33" W (the ("Easement Area"). The Easement Area is bounded on the west by Rockingham Rd (NH Rte. 28) and is bounded on the east by a line forming a right angle with the Lot 129-1 Boundary, which line measures one hundred (100) feet from Rockingham Rd (NH Rte. 28) at its closest point thereto, namely along the southerly boundary of the Easement Area herein described.

Grantor hereby conveys to Grantee the exclusive easement and right to access, improve, maintain, repair, replace and/or reconstruct the billboard and incidental advertising display facilities currently located on the Easement Area as such billboard and facilitates may be expanded and improved to enhance the economic potential thereof (collectively, the "Billboard"). Without implied limitation, the easements and rights hereby conveyed include: (i) the easement and right of Grantee to enter on foot or by motorized equipment or vehicle on the Easement Area to access, improve, maintain, repair, replace and/or reconstruct the Billboard and for related purposes, including display changes and enhancements, landscaping, irrigation and lighting (with above and/or below ground easements and rights to install, maintain, repair, replace and reinstall all related facilities, including electrical and/or data lines); and (ii) the right of Grantee to lease and/or license the Billboard along with all rights in or to the Easement Area hereby conveyed by Grantor to third-parties from time to time.

Grantor for itself and its successors and assigns covenants: (i) that no building, structure or use will encroach upon the Easement Area which in the reasonable judgment of Grantee or its successors or assigns might unreasonably interfere with easements, rights or interests hereby granted to Grantee; (ii) that no building or structure shall be erected, placed or permitted to exist on Lot 129 which interferes with a clear line of sight from Rockingham Rd (NH Rte. 28) to the Billboard or which, in the reasonable judgment of Grantee or its successors or assigns, might unreasonably interfere with easements, rights or

interests hereby granted to Grantee; (iii) at the sole cost and expense of Grantor and its successors and assigns, to maintain the trees, bushes and other vegetation or landscaping on the Easement Area and Lot 129 to preserve a clear line of sight from Rockingham Rd (NH Rte. 28) as reasonably directed by Grantee or its successors or assigns; and (iv) to reasonably cooperate with Grantee and its successors and assigns in obtaining any entitlements, approvals, authorizations and permits desired in order for Grantee and its successors and assigns to develop, construct, use and operate the Billboard. Such cooperation shall include, without limitation, cooperating by executing and delivering any documents required to be signed by the owner of the land in order to pursue such entitlements, approvals, authorizations or permits or in prosecuting or contesting any appeals thereof.

Grantor does hereby sell, assign, transfer, convey and deliver to Grantee and its successors and assigns all of Grantor's rights, title and interest in and to the Billboard and related improvements and facilities its/their sole property notwithstanding the annexation thereof to the land, and free of any present or future interests or claims of Grantor or its successors or assigns.

The easements, rights and interests described herein shall: (i) be effective commencing on the date of execution and recordation of this instrument in the registry of deeds and shall remain in full force and effect thereafter in perpetuity; and (ii) inure to the benefit of Grantee and Grantee's heirs, successors, devisees, assigns, designees, agents and licensees under outdoor advertising contracts or otherwise, and be binding upon Grantor and Grantor's heirs, successors, devisees, assigns, tenants and occupants; in each case as easements, rights and interests in gross to the fullest extent permitted by law.

Meaning and intending to describe and convey easements, rights and interests in the Easement Area, being a portion of the premises described in the Quitclaim Deed of Marjorie A. Palmer to Marjorie A. Palmer, as Trustee of The Marjorie A. Palmer Revocable Trust 2007, as amended recorded in the Rockingham County Registry of Deeds in Book 5844, Page 1702.

The undersigned trustee(s) as Trustee(s) under The Marjorie A. Palmer Revocable Trust 2007 created by Marjorie A. Palmer as grantor under trust agreement dated January 23, 2007, as amended to the date hereof, and thereto have full and absolute power in said trust agreement to convey any interest in real estate and improvements thereon held in said trust and no purchaser or third party shall be bound to inquire whether the trustee has said power or is properly exercising said power or to see to the application of any trust asset paid to the trustee for a conveyance thereof.

This is not homestead property.

This conveyance is not subject to New Hampshire Real Estate Transfer Tax pursuant to RSA 78-B:2 XXII because (a) No consideration is exchanged for the transfer of the real estate; and (b) The direct or indirect owners of the parties to the transfer remain the same before and after the transfer of the real estate, the respective ownership percentages of each are identical, and the combined assets and liabilities of the transferor and transferee remain the same except with respect to the real estate.

[Signature page follows.]

Executed this 21st day of SEPTEMBER, 2024.

Marjorie A. Palmer

Marjorie A. Palmer, as Trustee of The Marjorie A. Palmer Revocable Trust 2007, as amended

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 21st day of Sept., 2024, by Marjorie A. Palmer, in her capacity as Trustee of The Marjorie A. Palmer Revocable Trust 2007, as amended.



Bertrand A. Zalinsky

Notary Public/Justice of the Peace

Print Name: _____

My commission expires: _____