E # 19006422 02/26/2019 03:03:34 PM Book 5982 Page 1489 Page 1 of 4

Register of Deeds, Rockingham County

ROA439434 25.00 TRANSFER TAX RO086186

4,425.00 RECORDING 22.00 SURCHARGE 2.00

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that N.A.B.D. REALTY CORP., a New Hampshire corporation, with an address of 234 North Road, Deerfield, NH 03037 ("Grantor"), for consideration paid, grants to CHRISTOPHER ALEXANDROU, TRUSTEE OF THE ROUTE 27 RAYMOND REALTY TRUST, under Declaration of Trust dated February 26, 2019, with an address of 171 Route 27, Raymond, New Hampshire 03077 ("Grantee" or "Trust"), with WARRANTY COVENANTS, the following described premises:

Three (3) certain tracts of land situate on the northeasterly side of NH Route 27 (f/k/a Route 101) in Raymond, County of Rockingham, and State of New Hampshire, and shown as Lots 33-7, 33-8 and 33-9 on plan entitled, "Subdivision Plan, Sections I and II. Robert A. and Barbara R. Hutchins, Raymond, Rockingham County, New Hampshire," dated 1978 and recorded in Rockingham County Registry of Deeds as Plan D-8052 (the "Plan") and further bounded and described as follows:

Lot 33-7: Beginning at a stone bound on the northeasterly side of NH Route 27 and thence running North 48° 25' 56" East along land now or formerly of Beachard and Lot 33 as shown on said plan four hundred thirty-six (436) feet to an iron pin; thence turning and running North 33° 02' 12" West along said Lot 33 two hundred two and twenty-one hundredths (202.21) feet to an iron pin; thence turning and running South 48° 25' 35" West along Lot 33-8 four hundred sixty-two and four hundredths (462.04) feet to a stone bound; thence turning and running along the Northeasterly side of said NH Route 27 two hundred and seven hundredths (200.07) feet to a stone bound and the point of beginning.

Lot 33-8: Beginning at a stone bound on the northeasterly side of NH Route 27 and thence running North 48° 25' 35" East along Lot 33-7 four hundred sixty-two and four hundredths (462.04) feet to an iron pin; thence turning and running North 33° 02' 12" West along Lot 33 as shown on said plan two hundred two and twenty-one hundredths (202.21) feet to an iron pin; thence turning and running South 48° 11' 31" East along Lot 33-9 four hundred sixty-four and thirty-three hundredths (464.33) feet to a stone bund; thence turning and running

in a southeasterly direction along Route 101 two hundred and thirteen hundredths (200.13) feet to a stone bound and the point of beginning.

Lot 33-9: Beginning at a stone bound on the northeasterly side of NH Route 27 and thence running North 48° 11' 31" East along Lot 33-8 four hundred sixty-four and thirty-three hundredths (464.33) feet to an iron pin; thence turning and running North 33° 02' 12" West along Lot 33 as shown on said plan two hundred two and twenty-six hundredths (202.26) feet to an iron pin; thence turning and running in a southwesterly direction along several courses and along land now or formerly of Reed and a stone wall one hundred eighty-four and seventy-one hundredths (184.71) feet to a drill hole; thence turning and running North 55° 08' 29" West along said Reed land seventy-two and twenty-seven hundredths (72.27) feet to a point; thence turning and running South 46° 56' 57" West along said Reed land two hundred thirty-seven and thirty-six hundredths (237.36) feet to an iron pipe; thence turning and running South 22° 00' 43" East along said NH Route 27 forty-one and eighty hundredths (41.80) feet to a New Hampshire Highway Department marker; thence continuing in a Southeasterly direction along said NH Route 27 to a stone bound and the point of beginning.

Meaning and intending to describe and convey the same premises conveyed to N.A.B.D. Realty Corp. by Warranty Deed of Jay Bottai and Dean Sotirakopoulos, Trustees of the J.B.D.S. Realty Trust, dated January 23, 1992, recorded in the Rockingham County Registry of Deeds at Book 2907, Page 0690.

The above described premises are conveyed **TOGETHER WITH** the following rights and easements:

- A. Permanent Access & Maintenance Easement. Permanent and perpetual rights and easements for ingress and egress over the westerly portion of the abutting property of Raymond Pines LLC by Deed of Grantor of near or even date herewith ("171 Route 27"), including over the existing parking lot and the existing driveway, for access to and from said New Hampshire Route 27 for the benefit of Lot 33-9 (a/k/a "Lot 25"), Lot 33-8 (a/k/a "Lot 26") and Lot 33-7 (a/k/a "Lot 27") on said Plan (the "Access Easement").
- B. <u>Temporary Construction Easement</u>. The Trust, together with its employees, agents, permittees and assigns, may enter upon 171 Route 27 with persons and machinery for the purpose of constructing, reconstructing, repairing, replacing, and maintaining the Access Easement. Following any work by the Trust pursuant to this easement, the Trust shall generally restore any disturbed areas, as appropriate. Upon completion of the construction of the Access Easement, the Temporary Construction Easement shall terminate.

ALSO TOGETHER WITH the right to require Raymond Pines LLC to cooperate with the Trust, to consent to, apply for and submit any and all such applications to the State of New Hampshire and/or the Town of Raymond for the purpose of applying for, renewing or amending any such driveway permits as may be required in connection with the construction and use of the Access Easement.

Should Raymond Pines LLC fail to comply with any of the easements, covenants, conditions and obligations set forth in the above paragraphs, Raymond Pines LLC shall be obligated to pay to the Trust a fee of \$500.00 per month (which fee shall not be prorated for any portion of a month), together with any and all attorney's fees and costs incurred by the Trust in connection with any legal action undertaken by the Trust in order to cure such non-compliance by Raymond Pines LLC.

The easements, covenants, conditions and obligations set forth herein shall run with the land and be binding upon and inure to the benefit of Grantor, Grantee and Trust, their successors and assigns.

Homestead rights do not apply to this conveyance.

EXECUTED this <u>A6</u> day of February, 2019.

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N.A.B.D. REALTY CORP.

By: Ann M. Launier

Its: President, Duly Authorized

BRIAN P. BARRETT

Notary Public

COMMONWEALTH OF MASSACHUSETTS

My Commission Expires

August 27, 2021

RAYMOND PINES LLC, a NH limited liability company, with an address of 171 Route 27, Raymond, New Hampshire 03077for itself, its successors and assigns, hereby agrees to the easements, covenants, conditions and obligations set forth in the foregoing Warranty Deed.

Executed this 26th day of February, 2019.

RAYMOND PINES LLC

By: Christopher Alexandrou,

Manager

COMMONWEALTH OF MASSACHUSETTS

County of Essex

On this Low of February, 2019, before me, Brown Burnell Standard the undersigned Notary Public, personally appeared Christopher Alexandrou, as Manager of Raymond Pines LLC (name of document signer) proved to me through satisfactory evidence of identification, which was Manager of Julie to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, on behalf of said NH limited liability company.

(seal)

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