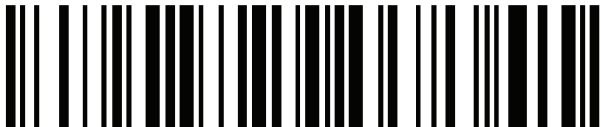




ULSTER COUNTY – STATE OF NEW YORK  
TAYLOR BRUCK, ACTING COUNTY CLERK  
244 FAIR STREET, KINGSTON, NEW YORK 12401

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



BOOK/PAGE: 7516 / 212  
INSTRUMENT #: 2025-8700

Receipt#: 2025058477  
Clerk: SM  
Rec Date: 07/30/2025 11:54:13 AM  
Doc Grp: D  
Descrip: EASEMENT  
Num Pgs: 9  
Rec'd Frm: KEAN MILLER LLP

Party1: VERDE OUTDOOR NE LLC  
Party2: TLC PROPERTIES LLC  
Town: WAWARSING

Recording:

|                           |       |
|---------------------------|-------|
| Cover Page                | 5.00  |
| Recording Fee             | 60.00 |
| Cultural Ed               | 14.25 |
| Records Management - Coun | 1.00  |
| Records Management - Stat | 4.75  |
| TP584                     | 5.00  |

Sub Total: 90.00

Transfer Tax  
Transfer Tax - State 122.00

Sub Total: 122.00

Total: 212.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: 5522  
Transfer Tax  
Consideration: 30500.00

Transfer Tax - State 122.00

Total: 122.00

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

WARNING\*\*\*

\*\*\* Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a (5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

*Taylor Bruck*

Taylor Bruck  
Acting Ulster County Clerk

Prepared By and  
When Recorded Return To:

TLC Properties, LLC  
5321 Corporate Blvd.  
Baton Rouge, LA 70896

## **GRANT OF PERPETUAL EASEMENTS**

Date: **July 2, 2025**

Grantor: **Verde Outdoor NE, LLC f/k/a Verde Outdoor HV LLC**  
1720 W. Rio Salado Parkway, Tempe, AZ 85281

Grantee: **TLC Properties, LLC**  
5321 Corporate Boulevard  
Baton Rouge, Louisiana 70808

Property: That real property owned by Grantor and identified as S/B/L: 82.16-1-24, **Town of Wawarsing, Ulster County, New York** and legally described or depicted in Exhibit A attached hereto and incorporated herein.

### **Sign Location**

Easement Property: That 30 feet by 40 feet portion of the Property on which a billboard structure is erected, which 30 feet by 40 feet portion of the Property is legally described or depicted in Exhibit B attached hereto and incorporated herein.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor, its successors and assigns, do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual easement for an outdoor advertising structure and all necessary or desirable appurtenances on, over and upon the Sign Location Easement Property. The easement granted herein shall consist of (i) an easement on, over, and upon the Sign Location Easement Property for the location, construction, maintenance and operation of an outdoor advertising structure (the "Advertising Structure") (the "Sign Location Easement"), as well as (ii) easements on, over and upon the Property for access to and from the Sign Location Easement Property and the adjacent public street (the "Public Street"), visibility of the Advertising Structure from said Public Street, electricity and internet/cellular connection services from the nearest public utility easement provided that all such services are provided to Grantee in Grantee's name and are not the liability of Grantor, and overhang of the Advertising Structure if the Advertising Structure is not currently located entirely on the Sign Location Easement Property. The Sign Location Easement and all other easements and rights granted to Grantee herein may be referred to collectively as the "Easements."

Subject to the terms hereof, the Easements shall consist of perpetual easements of use that run with the land and shall include the right to construct, repair, service, maintain, improve and modify the Advertising Structure to have as many advertising faces as are allowed by local and state law, including changeable copy faces and/or electronic faces and to replace or rebuild the Advertising Structure within the Sign Location Easement Property. The Easements shall include a right of ingress and egress from the adjacent Public Street, a right of overhang for the existing Advertising Structure, a right to install, repair, replace and maintain underground and/or above ground electrical service to the Advertising Structure in Grantee's name, a right to maintain telecommunication devices as it relates to the Advertising Structure only and a right of view, prohibiting vegetation or improvements on the Property that would obstruct the view of the Advertising Structure from the Public Street. Grantor agrees that Grantee may trim or remove any or all trees and vegetation in, on or about the Property as often as Grantee deems necessary to prevent obstruction of visibility of the Advertising Structure from the Public Street.

Notwithstanding the grant of the Easements herein, Grantor reserves fee title to the Property and Grantor may convey or encumber its title to the Property, subject to the Easements, without restriction by this Grant of Perpetual Easements. Grantor also reserves the concurrent right to use all of the Property, provided that such concurrent use by Grantor shall not interfere with the full and continuous use and enjoyment of the Easements.

Grantee's exercise of the Easements shall at all times be reasonable so as not to prevent or interfere in the ownership, development, operation and maintenance of the balance of the Property and any improvements or operations thereon; provided, however, the installation, operation, maintenance, repair, replacement, and visibility of the Advertising Structure in accordance with the terms and conditions set forth herein shall not be deemed to prevent or interfere in the ownership, development, operation and maintenance of the balance of Grantor's property and any improvements or operations thereon. Grantee, its successors and assigns hereby specifically hold Grantor and all of Grantor's employees, agents, tenants, invitees, permittees, successors and assigns, free and harmless from any damages or injuries to any person or property caused by the actions or inactions of Grantee or any employee, agent tenant, invitee, permittee, successor or assign of Grantee on or adjacent to the Property. Grantee and its successors and assigns shall also pay when due and forever indemnify Grantor from any and all governmental taxes, fines, fees and assessments of any kind assessed on the Advertising Structure.

Grantor warrants that it is the sole record owner of the Property, that such Property is not subject to any mortgages or monetary liens other than for real property taxes, that such Property is not encumbered by any leases or other rights that are in any way conflicting with or inconsistent with the conveyance herein made, and that Grantor has the right and authority to execute this Grant of Perpetual Easement and to grant, sell and convey the real rights set forth herein to Grantee. Grantor makes no representation or warranty, and disclaims all liability, regarding the construction, maintenance and operation or performance of the Advertising Structure.

Upon receipt of notice to condemn the Property, or any part thereof, by proper authorities or relocation of the highway that adversely impacts the Easements herein

granted, Grantee shall have the right to relocate the Advertising Structure and Easements onto Grantor's remaining Property, if any, provided such relocation does not disturb in any material respect the use of Grantor's remaining Property, if any ("Relocation Rights"). Any condemnation award for the Easements (and the Advertising Structure) shall accrue to Grantee but the condemnation award for fee title to the Property, including all income to Grantor therefrom, shall accrue to Grantor.


The terms and provisions of this Grant of Perpetual Easements shall be binding upon and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of Grantor and Grantee. This Grant of Perpetual Easements shall be governed by the laws of the State where the Property is located and any litigation regarding this Grant of Perpetual Easements shall be prosecuted in the County where the Property is located and Grantor and Grantee voluntarily submit themselves to the personal jurisdiction of the courts in said County.


This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when two or more counterparts hereto, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories.

*[SIGNATURES ON FOLLOWING PAGE]*

THIS GRANT OF EASEMENT is executed by the undersigned parties as of the dates set forth below but effective as of the date first set forth above.

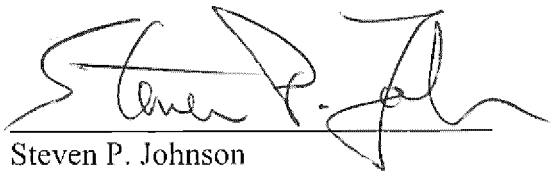
**WITNESSES:**

  
Mark Sauder

  
Kayla Guelian

**GRANTOR:** Verde Outdoor NE, LLC  
f/k/a Verde Outdoor HV, LLC, a New York  
limited liability company

By: Verde Outdoor Media, LLC  
Its: Manager

By:   
Steven P. Johnson  
Its: Manager

**ACKNOWLEDGMENT**

State of Arizona

County of Maricopa

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Steven P. Johnson, to me personally known, who stated that he is the Manager of Verde Outdoor Media, LLC, the Manager of Verde Outdoor NE, LLC f/k/a Verde Outdoor HV, LLC, a New York limited liability company, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

I have hereunto set my hand and official seal this 1<sup>st</sup> of July, 2025.



  
Notary Public


Printed Name: Brittany Angell  
Commission expires: 8-31-27

**WITNESSES:**

**GRANTEE:**


**WITNESSES:**

**TLC PROPERTIES, LLC**


  
Name: Hal P. Kilshaw

By: The Lamar Company, LLC, its sole member

By: Lamar Advertising Limited Partnership, its sole member

  
Name: Maia Weary

By: Lamar Advertising General Partner, LLC, its general partner

By:  Lamar Media Corp., its sole member

By: \_\_\_\_\_  
Name: Lee Kantrow, Jr.

Title: Executive Vice President of Business Development

**ACKNOWLEDGMENT**

State of Louisiana  
Parish of East Baton Rouge

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said Parish and State, appeared in person the within named Lee Kantrow, Jr. to me personally known, who stated that he is the Executive Vice President of Business Development of Lamar Media Corp., a Delaware corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 1<sup>st</sup> day of July, 2025.

  
\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

Notary No/Bar Roll No.: \_\_\_\_\_ Connor B. Eglin  
Louisiana Bar Roll No. 23723  
My commission is: \_\_\_\_\_ My Commission is for Life

## **EXHIBIT "A"**

### **Legal Description of Property**

THAT PIECE OR PARCEL OF LAND situate in the County of Ulster and State of New York more fully bounded and described as follows:

#### **Parcel 1**

Beginning at a point on the Western bounds of the property, this point being marked by an iron pipe set on the South side of Briggs Highway and 25 feet from the center-line of the highway, which pipe also marks the Southeast corner of the development entitled "Wawarsing Land Development Corp. Section 1"; thence from this point of beginning North 44 degrees 45 minutes East 25 feet to the center-line of the Briggs Highway; thence along the center-line of the road South 53 degrees East 53 feet; thence South 63 degrees 45 minutes East 368 feet; thence South 59 degrees 10 minutes East 167.5 feet; thence South 46 degrees 30 minutes East 199.5 feet; thence South 39 degrees 45 minutes East 120.5 feet; thence leaving the center of Briggs Highway South 15 degrees West 20 feet to the North bounds of Route 52; thence North 68 degrees 47 minutes West 87.2 feet to a point on the line of a culvert under Route 52 and 30 feet from the North headwall of the culvert; thence North 75 degrees 02 minutes West 148.7 feet; thence North 66 degrees 32 minutes West 478 feet, this line passing through a point 22 feet North of the headwall of the second culvert westerly from the intersection of Route 52 and Briggs Highway; thence North 41 degrees 44 minutes West 145.0 feet; thence North 73 degrees 19 minutes West 25 feet to a stone wall; thence along the wall North 37 degrees East 90 feet; thence North 61 degrees East 38 feet to the place of beginning, enclosing an area of 2.6 acres more or less. All bearings are as the compass needle pointed in 1966.

Excepting so much thereof as is required for road purposes along Briggs Highway.

#### **Parcel 2**

Beginning at the Northeast corner of the parcel, this corner being a point on the south side of Route 52, 44 feet from the center-line of the road and 79 feet Westerly from the second culvert West of the intersection of Route 52 and Briggs Highway, which culvert is at Station 91+90 on the center-line of Route 52; thence from this point of beginning and on a line perpendicular to the road south 40 feet to the center-line of the Beer Kill; thence up along the Beer Kill Westerly 363 feet; thence Northerly perpendicular to the road 22 feet to a point 54 feet from the center-line of the road; thence Easterly 361 feet to the place of beginning.

For informational purposes only;  
Property known as Briggs Highway  
(Section 82.16, Block 1, Lot 24 in Ulster County NY)

## **EXHIBIT "B"**

### **Legal Description of Sign Location Easement Property**

Across the Lands of Verde Outdoor HV LLC  
S/B/L: 82.16-1-24  
Town of Wawarsing, Ulster County, New York

All that certain tract or parcel of land situate in the Town of Wawarsing, Ulster County, State of New York, being more particularly described as follows:

Beginning at a point at the intersection of the northerly right-of-way line of New York State Route 52 and S/B/L: 82.16-1-24, reputed owner Verde Outdoor HV LLC. Said point being the following 2 courses from the intersection of the said northerly right-of-way line of New York State Route 52 and the southerly right-of-way line of Briggs Highway, with all courses referred to the New York State Plane Coordinate System (NAD 83):

- A. North  $81^{\circ}20'20''$  West a distance of 87.20 feet to a point. Thence,
- B. North  $87^{\circ}35'20''$  West a distance of 53.95 feet to the true point or place of beginning.  
Running thence,
  - 1. Along said northerly right-of-way line of New York State Route 52, North  $87^{\circ}35'20''$  West a distance of 40.00 feet to a point. Thence,

Leaving said northerly right-of-way line of New York State Route 52 and through the lands of the aforementioned Verde Outdoor HV LLC the following 3 courses:

- 2. North  $02^{\circ}24'40''$  East a distance of 30.00 feet to a point. Thence,
- 3. South  $87^{\circ}35'20''$  East a distance of 40.00 feet to a point. Thence,
- 4. South  $02^{\circ}24'40''$  West a distance of 30.00 feet to the point or place of beginning.

Containing 1,200 square feet or 0.0275 acres of land.

Jack W. Shoemaker  
New York Professional Land Surveyor 50495-1

As shown on the attached survey.

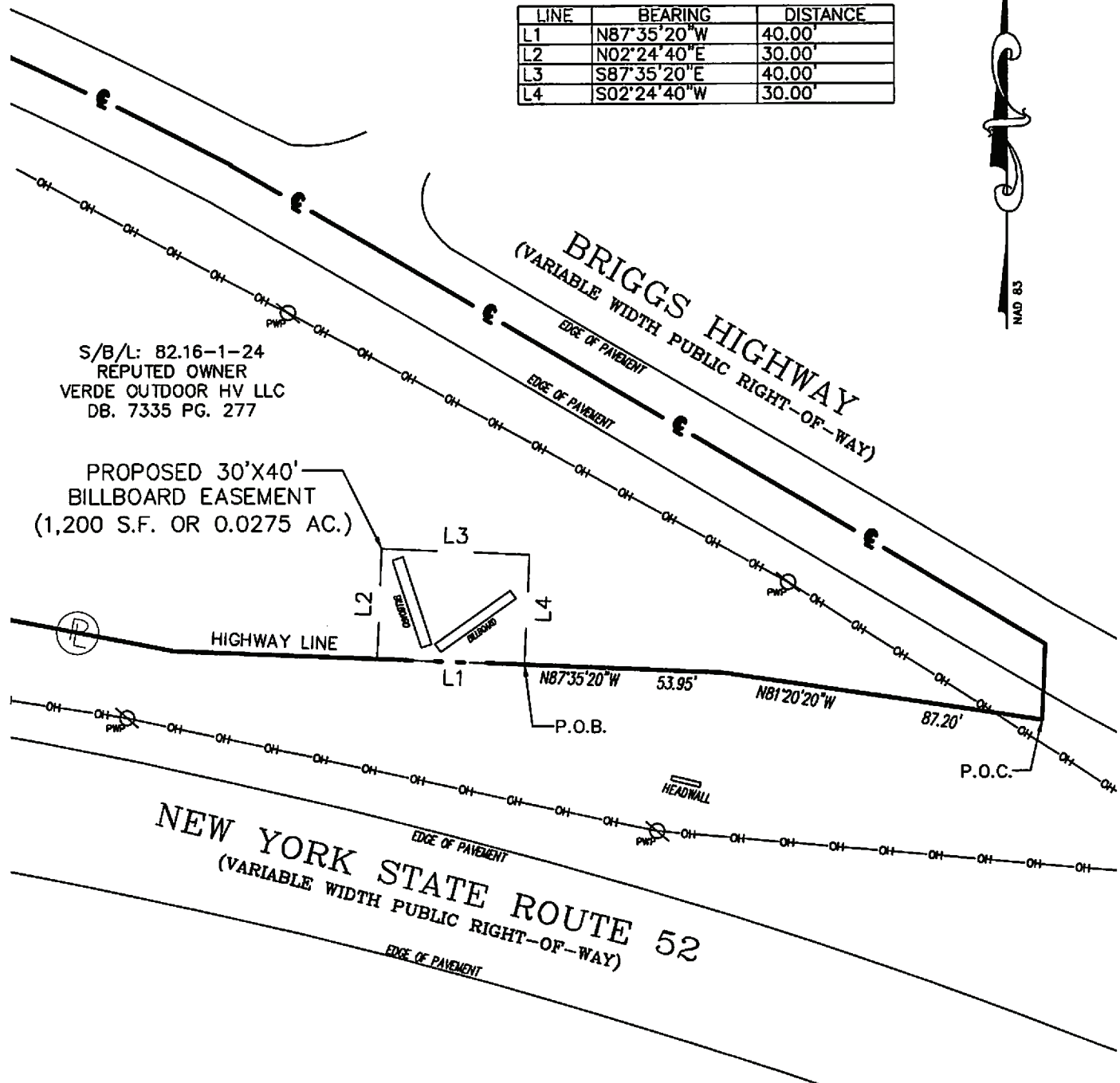



| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | N87°35'20"W | 40.00'   |
| L2   | N02°24'40"E | 30.00'   |
| L3   | S87°35'20"E | 40.00'   |
| L4   | S02°24'40"W | 30.00'   |



S/B/L: 82.16-1-24  
 REPUTED OWNER  
 VERDE OUTDOOR HV LLC  
 DB. 7335 PG. 277

PROPOSED 30'X40'  
 BILLBOARD EASEMENT  
 (1,200 S.F. OR 0.0275 AC.)



|  |   |
|--|---|
| <b>PROPOSED BILLBOARD EASEMENT<br/>         ACROSS THE LANDS OF VERDE OUTDOOR HV LLC</b>   |   |
| SITE ADDRESS: S/B/L: 82.16-1-24<br>TOWN OF WAWARSING<br>ULSTER COUNTY, NEW YORK  |   |
| CLIENT: GRS GROUP<br>CLIENT PROJECT #25-75190.1  |   |
| JOB NO: F250223-001  |   |
|  <b>FIRST ORDER, LLC</b><br>4383 HECKTOWN ROAD, SUITE B<br>BETHLEHEM, PA 18020<br>Phone (610) 385-2907 Fax (610) 385-2958 | Coordinated By:<br>GRS Group<br>300 Spectrum Center Drive Suite 45<br>Irvine, CA 92618<br>FIELDSURVEYOR@GRS-GLOBAL.COM<br>PHONE: 330-779-1187<br>Network Project No. 24-70376.1 |

DATE: JUNE 11, 2025  
 REVISIONS:

| No. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |
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