


MEG Companies
Easement

Return **MAIL TO**

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~~Wadleigh, Starr & Peters, P.L.L.C.~~
~~95 Market Street~~
~~Manchester, NH 03101~~

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION  REAL ESTATE TRANSFER TAX

X THOUSAND *2* HUNDRED AND *25* DOLLARS

MO.	DAY	YR.	AMOUNT
03	31	05	\$ 225.00

VOID IF ALTERED

DEED OF EASEMENT

FOR VALUE RECEIVED, the Boston and Maine Corporation, a corporation duly organized and existing under the laws of the State of Delaware, with a place of business at Iron Horse Park, North Billerica, Massachusetts (the "Grantor"), hereby grants to Salem Rockingham, LLC, a New Hampshire limited liability company, with a place of business at 25 Orchard View Drive, Londonderry, New Hampshire ("Grantee"), the following rights and easements, over the premises located in Salem, Rockingham County, New Hampshire, shown as "Proposed 12' Wide Easement" on a plan of land entitled "Easement Plan, Assessors Map 143-Lot 192," prepared for Vickerry Realty Co. Trust by MHF Design Consultants, Inc., dated March 24, 2005, recorded herewith in the Rockingham County Registry of Deeds (the "Easement Plan"), as more particularly described in Schedule A (the "Easement Area"), attached hereto and made a part hereof:

1. Grantor hereby grants to the Grantee, its successor and assigns, an exclusive easement to construct, install, utilize, repair, and maintain parking areas located in the Easement Area, and such internal driveways as may be necessary to access the parking areas, and the exclusive right to pass and repass over any internal roads, driveways, and rights-of-way constructed by Grantee on the Easement Area, for the purpose of providing access for egress from and ingress to the Easement Area from Grantee's property (as described in Paragraph 4). The rights of the Grantee hereunder shall include the right to construct such appurtenant improvements as are customary in connection with

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

parking facilities, driveways, rights-of-way, and roads, including, but not limited to, paving, curbing, landscaping, signs, lighting poles and fixtures, drainage systems, and other utilities. This easement is granted subject to the condition that any slopes constructed by Grantee within the Easement Area shall not exceed a grade of 2:1. Grantee may construct slopes with grades steeper than 2:1 so long as Grantee constructs such slopes in accordance with a plan, approved by Grantor (such approval not to be unreasonably withheld), that provides that the slopes will be constructed with adequate soil stabilization techniques.

2. The rights of the Grantee hereunder shall be subject to the rights of American Telephone and Telegraph Company pursuant to a Right-of-Way Occupancy Agreement dated July 29, 1986, recorded at Book 2751, Page 710 of the Rockingham County Registry of Deeds, and the rights of Granite State Electric Company, pursuant to an Easement dated July 29, 2002, recorded at Book 3808, Page 281, to the extent that said Right-of-Way Occupancy Agreement and said Easement affect the Easement Area, and the Grantee shall not interfere with any rights that American Telephone and Telegraph Company and Granite State Electric Company may have to utilize the Easement Area.

3. Grantee hereby agrees to defend, indemnify, and hold Grantor harmless from any injury to person or property relating from the use of the Easement Area by Grantee, its agents, tenants, employees, licensees, guests, and invitees.

4. The easements provided for in paragraph 1 shall be for the benefit of the Grantee, its tenants, employees, customers, licensees, guests, and invitees. The properties that shall have the benefit of these easements rights are as follows:

A. That certain tract or parcel of land, leased by Salem Farm Realty Trust from

Circuit City Stores, Inc., pursuant to a Lease dated September 24, 1992, which was assigned to the Grantee by Vickerry Realty Co. Trust, Assignee of Salem Farm Realty Trust, pursuant to an Assignment and Assumption Agreement by and between Edward C. Gordon, as Trustee of Vickerry Realty Co. Trust, and Salem Rockingham, LLC, dated May 21, 2004, recorded at Book 4298, Page 2908. The leased premises are a portion of the property described in a deed from Peter L. Gordon, et al, as Trustees of Salem Farm Realty Trust to Circuit City Stores, Inc., recorded at Book 2945, Page 921. This easement shall also benefit all or any portion of the premises described in said deed from Salem Farm Realty Trust to Circuit City Stores, Inc., that in the future, may be conveyed to Salem Rockingham, LLC, or any assignee of Salem Rockingham, LLC.

B. That certain tract or parcel of land described in a Deed from Edward C. Gordon as Trustee of Vickerry Realty Co. Trust to Salem Rockingham, LLC, by Deed dated May 21, 2004, recorded at Book 4298, Page 2906, which accesses the Easement Area by means of Cuoco Drive (as shown on the Easement Plan).

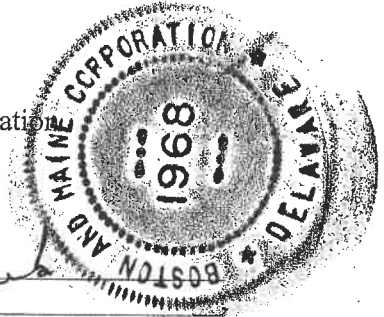
5. The exercise of the rights of the Grantee conveyed hereunder shall not interfere with the use of that portion of the Easement Area described in Schedule B attached hereto and made a part hereof (the "Limited Use Area") by the Grantor, its successors, and assigns for repair, operation, and maintenance of railroad line located outside to the Easement Area. The Grantee shall not construct any building or other structure in the Limited Use Area and shall not deposit snow or other materials on the Grantor's property outside the Easement Area.

The easements herein granted and the agreements herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assigns.

Grantee shall have the right to assign its rights herein, and/or permit use of said Easement Area for access and ingress from and to other properties.

IN WITNESS WHEREOF, the undersigned has set forth its signature this 29th day of March 2005.

Boston and Maine Corporation



[Signature]
Witness

By: D. A. Fink
David A. Fink
its duly authorized Chief Executive Officer

STATE OF Massachusetts
COUNTY OF Middlesex

Then personally appeared before the undersigned officer, DAVID A. FINK
authorized C.E.O. of Boston and Maine Corporation, a Delaware corporation,
executed the foregoing on behalf of the Corporation, this 29th day of March

[Signature]
Notary Public
My Commission Expires:



Roland L. Theriault
Notary Public
My Commission Expires
August 7, 2009