887-37-00 E 1/N LL:+0+ SURVEYORS MF BOSTON + MAINE R.R. SALISBURY LAND SURVEYORS AND CHUL EMGINEERS INC. BR TRUE AD. SALISBURY MR. CARED NGG GOOH SIN SALISBURY PLANNING BOARD APPROVAL UNDER THE PLAN 4000K 26 PLAN 43

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EASEMENT

Easement for the benefit of 106 Bridge Road, Salisbury, Essex County, Massachusetts:

Toad LLC (Grantor), a limited liability company duly organized the laws of the Commonwealth of Massachusetts, having its usual place of business and owner of the land and building at 104 Bridge Road, Salisbury, Essex County, Massachusetts, deed recorded at Essex South Registry of Deeds Book 18325, Page 033, grants to Blair Properties, LLC (Grantee), a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, having its usual place of business at 98 Elm Street, Salisbury, Massachusetts, and owner of 106 Bridge Road, Salisbury, Essex County, Massachusetts,

For nominal consideration paid, without covenants express or implied, as appurtenant to land owned by the Grantee at 106 Bridge Road, Salisbury, Essex County, Massachusetts, the perpetual right and easement, to use in common with the Grantor and others from time to time entitled to use the same, on that portion of land owned by the Grantor in Salisbury, Essex County, Massachusetts, a non-exclusive easement as shown on a sketch plan entitled "Easement Plan of Land, project location: 104 Bridge Road, Salisbury MA" attached hereto and recorded herewith, and for the sole purpose of ingress and egress on foot or with vehicles.

With respect to said right and easement hereby conveyed by the Grantor, the Grantee, by its acceptance hereof, for the Grantee's successors and assigns, hereby agrees as follows:

- a. The Grantor and its successors and assigns shall have the right to use and enjoy the foregoing right and easement for the purposes stated, in common with the Grantee;
- b. Each will indemnify and hold the other harmless from and against any loss, damage, or liability arising out of their exercise of said right and easement; the Grantee will include the land covered by this easement in its liability insurance policy for Grantee's property at 106 Bridge Road, Salisbury, Massachusetts, as referenced above, and will annually provide Grantor verification of such insurance;

- c. The Grantee shall be solely responsible for maintenance of said easement, including paving, and plowing. Maintenance is hereby defined as including performing the labor or hiring third parties to perform the labor and paying all related expenses.
- d. Neither the Grantor nor the Grantee will store anything on the easement area or fence in or block the easement area in any fashion.

Any prior easement(s) granted by Grantor or its predecessor(s) to Grantee or its predecessor(s) shall remain unaltered.

WITNESS the execution hereof under seal this 26 day of November, 2009.

Toad, LLC

Francis M. Culver, Its duly authorized Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

Before me, personally appeared Francis M. Culver, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document and acknowledged that the signing was his free and voluntary act.

My Commission expires:

KIM ANN O'ROURKE
Notery Public
Commonwealth of Macsachusetts
My Contains Expires Aug (1, 2014)

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