

**ACQUISITION FROM THE
FLYING HORSE REALTY, INC.**

**MANCHESTER
HILLSBOROUGH COUNTY REGISTRY**

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EASEMENT DEED

KNOW ALL MEN BY THESE PRESENT that Flying Horse Realty, Inc., a New Hampshire corporation of 98 Willow Street, Manchester, County of Hillsborough, State of New Hampshire ("Grantor") does grant to the State of New Hampshire ("Grantee"), acting through its Department of Transportation, 1 Hazen Drive, P.O. Box 483, Concord, New Hampshire 03302-0483, a perpetual easement for the following purposes and upon the following terms and conditions:

SCOPE OF EASEMENT: To construct track and other facilities and operate railroad or other transportation service, solely at its expense, together with the right of access for operation and maintenance of such service.

LOCATION: Said easement shall be over a thirty (30) foot wide strip of land through the Grantor's premises on Willow Street in Manchester, New Hampshire, beginning at the southerly most point of said premises, at an iron pin with cap to be set;

1. Thence along a curve westward along said parcel with a radius of 962.57 feet, a distance of 470.56 feet to a point; thence
2. North 08°25'43" W a distance of 108.31 feet to a point; thence
3. Along a curve southeasterly with a radius of 932.57; a distance of 524.07 feet to a point on Willow Street in Manchester, New Hampshire; thence
4. South 13°52'44" east a distance of 45.99 feet to the point of beginning;

as shown on a plan entitled "Easement Plan of Land prepared for Flying Horse Realty Inc., in Manchester, NH, Scale: 1" = 40', Date: January 11, 2000", prepared by Duval Survey, Inc., 14 Dartmouth Street, Hooksett, NH 03106, and recorded in the Hillsborough County Registry of Deeds as Plan No. 30334.

The location of the easement shall follow the curvature of the southwesterly boundary of the premises having a radius of 962.57 feet, for a thirty (30) foot wide strip to a point where the thirty (30) foot wide strip intersects the main line of the Boston and Maine Corporation as shown on said plan referenced hereinabove.

CONDITIONS: Provided that the Grantee shall provide the Grantor with at least 90 days notice of Grantee's intention to install railroad tracks or other facilities, furnish the Grantor with a complete and detailed description of the work to be performed, and repair and restore any area outside the easement area used

for access to the railroad corridor. Grantee agrees to use a good faith best effort to locate the actual construction of railroad tracks in a manner or location to minimize its effect on the Grantor and its facilities. Grantor agrees that it shall not permit construction of any permanent structures within the railroad easement area described above. Grantee agrees that Grantor shall afford Grantor concurrent right of use of the Easement area until and unless Grantee has initiated construction or operation of railroad or other transportation service.

The Grantee hereby covenants and agrees for itself and its successors and assigns to recognize this railroad easement as a reserved right of way and easement.

MEANING AND INTENDING to grant said easement rights over a portion of the premises conveyed to the Grantor by deed of Boston and Maine Corporation dated December 22, 1999, and recorded in the Hillsborough County Registry of Deeds at Book 6194, Page 0339.

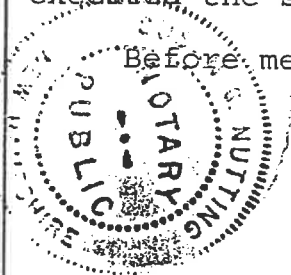
FLYING HORSE REALTY, INC.

DAVID G. NUTTING
Witness

By: Joel Wheeler pro
Joel Wheeler, President

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS

On this the 9th day of February, 2000, personally appeared Joel Wheeler, President of Flying Horse Realty, Inc., known to me or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged he executed the same for the purposes contained therein.



Before me,

DAVID G. NUTTING
Notary Public/Justice of the Peace

My commission expires 7/21/04

MOTORCYCLES/EASEMENT DEED

BK6208PG0027