

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, Carl J. DiMassa, a married man of 9 Kendall Hill, Leominster, Massachusetts 01453, for consideration paid, grant to Richard D. Comstock, Jr. of Post Office Box 1406, Center Harbor, New Hampshire 03253, with WARRANTY COVENANTS:


Two certain lots or parcels of land situate in Meredith, County of Belknap, State of New Hampshire, being designated as Lots # 7 and #10 on plan entitled "Section II Meredith Place, A Commercial & Industrial Subdivision of Inter-Lakes Sales, Inc. Meredith, (Belknap County) N.H.", dated November 1978, Associated Surveyors, recorded at Plan Book 74, Pages 33 and 34, in the Belknap County Registry of Deeds, more particularly described as follows:

Lot #7:

Commencing at an iron pin set in the ground, said pin marking the southwesterly corner of Lot #10, the northwesterly boundary of the right of way for State of New Hampshire Route 104 and the southeasterly corner of the within described Lot #7;

thence turning to the right and running to the right along the northwesterly boundary of the right of way for State of New Hampshire Route 104 on a radius of curvature of 1,785.0 feet, a distance of 53.78 feet to a New Hampshire Highway Department concrete bound;

thence turning and continuing to run along the northwesterly boundary of the right of way for State of New Hampshire Route 104 on a course of S 64 degrees 27' 20" W a distance of 98.32 feet to an iron pin set at the southeasterly corner of the right of way for Meredith Place Roadway and at the southwesterly corner of the within described Lot #7;

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	 REAL ESTATE TRANSFER TAX
**** THOUSAND	4 HUNDRED AND 90 DOLLARS
MO. DAY YR. 08/25/1995	AMOUNT 187914 \$ ****490.00
VOID IF ALTERED	

BK1346 PG0383

thence turning and running along a northeasterly boundary of the right of way for Meredith Place Roadway on a course of N 14 degrees 15' 45" W a distance of 296.56 feet to an iron pin;

thence turning to the right and running to the right along a southeasterly boundary of the right of way for Meredith Place Roadway on a radius of curvature of 25.0 feet a distance of 33.59 feet to an iron pin;

thence turning and running along same southeasterly boundary of the right of way for Meredith Place Roadway on a course of N 62 degrees 43' 10" E a distance of 134.08 feet to an iron pin set at the northwesterly corner of Lot #10 and at the northeasterly corner of the within described Lot #7;

thence turning and running along Lot #10 on a course of S 14 degrees 15' 45" E a distance of 336.52 feet to the point of beginning.

Meaning and intending hereby to convey Lot #7, consisting of 48,100 square feet, more or less, as shown on the above mentioned plan.

Subject to a Sewer Line Easement to the Town of Meredith, New Hampshire dated July 24, 1992 and recorded in the Belknap County Registry of Deeds at Book 1222, Page 0183.

Meaning and intending to describe and convey the same premises as conveyed to the grantor herein by Warranty Deed of Gerard E. Smith and Jane H. Smith dated July 6, 1994 and recorded in the Belknap County Registry of Deeds at Book 1303, Page 132.

Lot #10:

Commencing at an iron pin set in the ground, said pin marking the southeasterly corner of Lot #7, the northwesterly boundary of the right of way for State of New Hampshire Route 104 and the southwesterly corner of the within described Lot #10;

thence turning to the left and running to the left along the northwesterly boundary of the right of way for the State of New Hampshire Route 104 on a radius of curvature of 1,785.0 feet a distance of 150.11 feet to an iron pin set at the southwesterly corner of Lot #12 and at the southeasterly corner of the within described Lot #10;

thence turning and running along Lot #12 on a course of N 14 degrees 15' 45" W a distance of 375.55 feet to an iron pin set at the northwesterly corner of Lot #12, at the southeasterly boundary of the right of way for Meredith Place Roadway and at the northeasterly corner of the within described Lot #10;

thence turning and running along the southeasterly boundary of the right of way for Meredith Place Roadway on a course of S 62 degrees 43' 10" W a distance of 153.96 feet to an iron pin set at the northeasterly corner of Lot #7 and at the northwesterly corner of the within described Lot #10;

thence turning and running along Lot #7 on a course of S 14 degrees 15' 45" E a distance of 336.52 feet to the point of beginning.

Meaning and intending hereby to convey Lot #10, consisting of 53,500 +/- square feet as shown on the above mentioned plan.

Meaning and intending to describe and convey the same premises as conveyed to the grantor herein by Warranty Deed of W.T. Porter Realty Investment, Inc. dated June 30, 1994 and recorded in the Belknap County Registry of Deeds at Book 1303, Page 126.

Together with the right to use, in common with others, Meredith Place Roadway and the right of way reserved for the extension of Meredith Place Roadway leading from/to Route 104 and to/from the northeasterly boundary of Lot #10 over land now or formerly of Inter-Lakes Sales, Inc. and Scott Northern, Inc. as shown on said Plan.

Excepting and reserving to Inter-Lakes Sales, Inc., its successors and assigns, a surface drainage easement over or through any surface drainage ways which presently exist or may be constructed on Lot #10. Said drainage easement shall be for the purpose of providing for any increase of flow (both rate of flow and/or amount of flow) of surface drainage waters resulting from any development of the land located on the southerly side of Route 104 known as Meredith West.

This conveyance is made subject to the benefits and burdens of all rights of way, easements and flowage rights of record previously reserved and/or conveyed.

The subject lot, whether occupied or unoccupied, shall be maintained in an attractive condition at all times. All brush and dead or damaged trees located within 100 feet of Meredith Place Roadway shall be cut and removed from the subject lot by the owner or tenant on at least a semi-annual basis. All trash containers and gas, oil and other storage tanks shall be enclosed or located so that they are not visible from Meredith Place Roadway. Within eight months after placement of a structure or other construction is undertaken on the subject lot, the disturbed area, other than gravelled areas, shall be graded and reasonably landscaped within the minimum requirement that said areas must have an adequate ground cover so as to maintain an attractive appearance and to eliminate erosion due to water run-off.

All buildings or structures shall be completed on the exterior and ready for occupancy (or other principal use for which designated) within eight months from the commencement of the excavation or erection of any portion of said buildings or structures. All structures on the lot must have solid wall foundations or else the entire foundation area of each structure must be enclosed. All buildings and other improvements placed or constructed upon the subject lot shall be maintained in good repair and in an attractive condition at all times. If any buildings, structures or trees are damaged by fire, storm or other casualty, the same shall be removed or repaired within six months from such damage.

No temporary or partial structures shall be built or placed upon the subject lot, other than necessary for and used during the course of construction of permanent buildings. Such temporary or partial structures shall not be subject to these restrictions. They shall be removed immediately upon completion of any building operation, and shall not be permitted to remain on the lot more than eight months under any circumstances. No permanent building or structure shall be covered with tarpaper, sheathing paper or any other similar material as an exterior wall covering.

BK1 346 PG0386

The disposal of all sewage on the subject lot shall be accomplished by means of a septic tank or tanks of standard type properly proportioned for their per capita demand and the determination of their location and capacity shall be made in accordance with State laws and local ordinances and regulations. No garbage, debris or other waste material shall be thrown onto or allowed to remain on the subject lot.

Inter-Lakes Sales, Inc., its successors or assigns, reserves the right to grant easements and rights for electrical, telephone and other utilities in any part of Meredith Place. The owner of the subject lot shall not be entitled to damages or compensation in connection with any such existing or future grant, but no such easement or right shall unreasonably or substantially interfere with or damage the value of the subject lot. The rights of the owner of the subject lot to use any road or right of way are also subject to such utility rights of way and easements as have now been, or hereafter may be granted by Inter-Lakes Sales, Inc., its successors or assigns. Inter-Lakes Sales, Inc., its successors or assigns, reserves the sole and exclusive right to grant rights to, and establish grades, slopes and drainage on the subject lot shown on said Plan, incident to present or future construction of roads or rights of way and/or in connection with the development of other lots in Meredith Place free from any claims for damage or compensation by the owner of the subject lot. Further, Inter-Lakes Sales, Inc., its successors or assigns, reserves the sole and exclusive right by itself or others to whom it may grant this right, to install, maintain, repair and replace from time to time on the subject lot and in the right of way, a water and/or sewer pipe or pipes and other apparatus necessary or desirable for furnishing water and/or sewage collection to any and all property in Meredith Place but without interfering with any building or installation existing at the time on the subject lot, and doing no unnecessary damage; such right to be free from any claim for damage or compensation by the owner of the subject lot.

No activity or condition shall be carried on or maintained upon the subject lot without prior approval of the Town of Meredith Planning Board under the authority granted to said Board by the Site Plan Review Ordinance.

BK1 346 PG0387

Inter-Lakes Sales, Inc., its successors or assigns, so long as owning one or more lots in Meredith Place as now laid out or as hereafter extended, shall have the right to waive minor violations of the deed restrictions set forth herein. Thereafter, during the balance of the period of said deed restrictions are in effect, and of renewal periods as hereafter provided, the right to grant such waivers of minor violations shall be vested in a majority of owners of all the lots in Meredith Place as now laid out or as hereafter extended, regardless of enlargement or decrease in the size of any one lot, the ownership of any lot being regarded as one, irrespective of the number of co-owners thereof.

The deed restrictions set forth herein shall be enforceable by Inter-Lakes Sales, Inc., its successors or assigns or by the owner of any lot, by proceeding by law or in equity, either to restrain violation or to recover damages or both.

The deed restrictions set forth herein shall run with the subject lot until January 1, 1988, after which time they shall be automatically extended for successive periods of ten (10) years each unless an instrument, signed by the then owners of a majority of all the lots in Meredith Place as constituted at the particular time (including lots, if any, hereafter laid out by Inter-Lakes Sales, Inc., its successors or assigns, in Meredith Place, and regardless of enlargement or decrease in the size or number of such lots, the ownership of any one lot being regarded as one, irrespective of the number of co-owners thereof) agreeing to change said deed restrictions in whole or in part, shall have been recorded in the Belknap County Registry of Deeds.

Lot #7 and Lot #10 are to be consolidated into a single lot. The grantor, Carl J. DiMassa, has filed a Lot Consolidation Application with the Town of Meredith for consolidation which, when approved, will be recorded in the Belknap County Registry of Deeds.

Not homestead property of the grantor or his spouse.

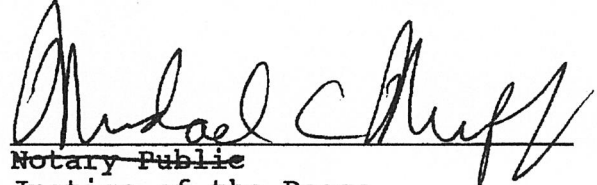
Executed this 25 day of August, 1995.


Carl J. DiMassa

STATE OF NEW HAMPSHIRE
BELKNAP, SS.

Personally appeared, before me, Carl J. DiMassa, who
executed the foregoing instrument for the purposes contained
therein.

Date: August 25, 1995


Notary Public
Justice of the Peace

RECEIVED
Rachel M. Normandin
95 AUG 25 AM 11:58

REGISTRY OF DEEDS
BELKNAP COUNTY
Register

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