

**HISTORICAL INFORMATION
BOSTON AND MAINE CORPORATION
TO
NEW HAMPSHIRE & VERMONT RAILROAD**

**BERLIN & GROVETON BRANCH LINES
COOS COUNTY REGISTRY
GRAFTON COUNTY REGISTRY**

GRAFTON COUNTY

Copy of
Deed from B&M
to NHVT RR - Berlin + Groveton
Branches

RELEASE DEED

THE BOSTON AND MAINE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of One Million Five Hundred Thousand and no/100----- (\$1,500,000.00) Dollars paid to it by NEW HAMPSHIRE AND VERMONT RAILROAD COMPANY, a Florida corporation with a place of business at 104 Northwest Lancaster Street, Trenton, Florida 32693--(the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in the Counties of Coos and Grafton, State of New Hampshire----- (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. The Grantor hereby reserves an exclusive, permanent right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiberoptic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement.* The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and

* provided that operator of the easement agrees to indemnify Grantee for loss occasioned by operator's negligence and that operator obtain Grantee's approval of construction plans, which approval shall not be unnecessarily withheld or delayed.

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deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.

3. ~~The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.~~
4. ~~The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.~~
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to indemnify, defend and hold harmless the Grantor (including its officers, employees, agents, directors, shareholders and affiliates) from any and all loss, liability, damage,

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cost and expense (including reasonable attorneys' fees) occasioned by or associated with any claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.

7. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer. If the Grantee fails to install, maintain, repair or replace the Fences within sixty (60) days after having been requested or ordered to do so by the said Principal Engineering Officer of the Grantor, then the Grantor shall have the right to so install, maintain, repair or replace the Fences. The Grantee further covenants and agrees that, upon the rendering of a bill for the expense of such installation, maintenance, repair or replacement of the Fences, the Grantee shall pay said bill in full within thirty (30) days from the date of receiving it. The Grantee further covenants and agrees that if said bill is not paid within thirty (30) days, it shall become subject to a finance charge computed at a periodic rate of 1.5% per month applied to the previous balance after deducting any current payment. If said finance charge is not lawful, then the finance charge shall then be the highest lawful amount which does not exceed said 1.5% per month charge. If the Grantee, for any reason whatsoever, fails to pay said bill (and finance charges, if applicable) the Grantee shall pay all Grantor's costs of collection, including costs of collection, including reasonable attorneys' fees and expenses.~~

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8. ~~This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.~~
9. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenants.~~
10. ~~The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.~~
11. Whenever used in this deed, the term "Grantor" shall not only refer to the BOSTON AND MAINE CORPORATION, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case may be.
12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

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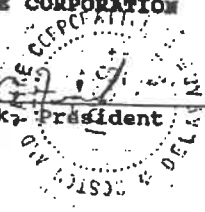
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IN WITNESS WHEREOF, the said BOSTON AND MAINE CORPORATION has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this 27 day of May, 1992.

Philip B. Crowley, Jr.
Witness

GRANTOR:
BOSTON AND MAINE CORPORATION

By: David A. Fink
David A. Fink, President



Libbi Forbes
Witness

GRANTEE:
NEW HAMPSHIRE AND VERMONT
RAILROAD COMPANY

By: Clyde S. Forbes
Clyde S. Forbes, President

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COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 27, 1992

Then personally appeared the above-named David A. Fink, the President of the BOSTON AND MAINE CORPORATION and acknowledged the foregoing release deed to be his free act and deed and the free act and deed of said BOSTON AND MAINE CORPORATION, before me.

David A. Fink
Notary Public
My Commission Expires:

10-23-92

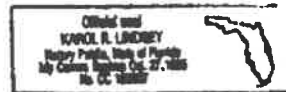
STATE OF FLORIDA

Gilchrist, ss.

May 14, 1992

Then personally appeared Clyde S. Forbes-----the President----- of NEW HAMPSHIRE AND VERMONT RAILROAD COMPANY-----and acknowledged the foregoing release deed to be his/NNN free act and deed and the free act and deed of said NEW HAMPSHIRE AND VERMONT RAILROAD COMPANY-----before me.

Karel R. Lindsey
Notary Public:
My Commission Expires:



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EXHIBIT A

TRACT I.

A certain parcel or strip of railroad land of varying width together with all the fixtures and improvements thereon lying in Coos County, New Hampshire known as the "Groveton Branch" and described as follows:

Beginning at Groveton in Northumberland, Coos County, New Hampshire at a point shown on federal valuation plans for valuation section 22, map 53 at station 2741 + 83 of the centerline of said line of railroad (all subsequent references to stations shall be deemed stations along the centerline of the line of railroad unless otherwise noted) including all trackage extending northerly and easterly therefrom owned by the Grantor together with all rights of the Grantor to operate over certain trackage memorialized by agreement between the Grantor and Canadian National Railway Company dated October 13, 1924 and all amendments thereto, thence running in a generally southerly and easterly direction to a point in Coos Junction, Coos County, New Hampshire shown on said valuation section 22 at map 44, station 2279 + 88.7, said point being the place of intersection with valuation section 24.6, as shown on map 14 thereof, thence continuing in a generally southerly and easterly direction along said valuation section 24.6 to a point at Waumbek Junction in Jefferson, Coos County, New Hampshire shown on said valuation section 24.6 at map 3, station 126 + 85, said point being the place of intersection with the Berlin Branch (hereinafter described) and the point of termination.

Tract I is more particularly described within heavy dashed lines shown on plans for valuation section 22, maps 53 to 44 inclusive, and valuation section 24.6, maps 14 to 3 inclusive, duplicate copies whereof have been initialled as of the 20th day of November, 1989 by the Grantor and Grantee for identification.

Excepting and reserving unto the Grantor the following described parcel of land together with a perpetual right-of-way and easement, over, upon, across and through the Premises for purposes of access of any description including utilities (hereinafter "Access"):

1. A certain parcel of land together with Access thereto located in Lancaster, NH and being shown on V.S. 24.6, Map 12 as part of parcels 6 and 7 located between the westerly sideline of Bunker Hill Street and the easterly sideline of High Street as all of the Grantor's land on both the northerly and southerly side of the main line track no closer than twenty feet from the centerline of said main line track on either side.

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TRACT II.

A certain parcel or strip of railroad land of varying width together with the fixtures and improvements thereon, lying in the Counties of Coos and Grafton, New Hampshire known as the "Berlin Branch" and being more particularly described as follows:

Beginning in Berlin, Coos County, New Hampshire at a point shown on plans for federal valuation section 24.2 at map 31, station 1645 + 23.5 ±, thence running in a generally westerly and southerly direction along said valuation section 24.2 through Waumbek Junction and the place of intersection with the Groveton Branch (hereinabove described) to a point in Whitefield Junction, Coos County, New Hampshire shown on said valuation section 24.2 at map 1, station 2 + 33, said point being the place of intersection with valuation section 22, as shown on map 31 thereof at engineering station 1629 + 30.5, thence continuing in a generally westerly and southerly direction along said valuation section 22 to a point at Woodsville in Haverhill, Grafton County, New Hampshire shown on said valuation section 22 at map 1, station 0 + 0 said point shown as the beginning point for valuation section 22 and which intersects with valuation section 21, as shown on map 130 thereof at engineering station 4920 + 28±, thence continuing generally northerly from the last described point along said valuation section 21, map 130 to station 4943 + 04.5, said point being the point of termination.

Tract II is more particularly described within the heavy dashed lines shown on plans for valuation section 24.2, maps 30 through 1 inclusive and valuation section 22, maps 31 through 1 inclusive, duplicate copies whereof have been initialled as of the 20th day of November, 1989 by the Grantor and Grantee for identification (hereinafter "Plans") as well as plan V.S. 24.2/31 and plan V.S. 21/130.

Excepting and reserving unto the Grantor the following described parcels of land together with a perpetual right-of-way and easement, over, upon, across and through the Premises for purposes of access of any description including utilities (hereinafter "Access"):

1. A certain parcel of land together with Access thereto located in Whitefield, NH and being shown on V.S. 22, Map 31 of the Plans as part of parcel 4 crosshatched in red color.
2. A certain parcel of land together with Access thereto located in Whitefield and Dalton, NH and being shown on V.S. 22, Map 32 of the Plans as all of parcel 1 including that portion of parcel 1 shown on V.S. 22, Map 31 including all other land shown on V.S. 22, Map 32.

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3. A certain parcel of land together with Access thereto located in Whitefield, NH and being shown on V.S. 24.2, Map 1 on the northerly side of the railroad track as part of parcels 2 and 3 and all of parcel 1 crosshatched in red color.

4. A certain parcel of land together with Access thereto located in Whitefield, NH and being shown on V.S. 24.2, Map 4 as part of parcel 1 and all of parcel 5 and on V.S. 24.2, Map 5 as all of parcel 4-5, 4-1 and 1 of the Plans crosshatched in red color.

5. A certain parcel of land together with Access thereto located in Jefferson, NH and being shown on V.S. 24.2, Map 9 of the Plans as all of the "Y" connection for V. S. 24.3 crosshatched in red color.

6. A certain parcel of land together with Access thereto located in Haverhill, NH and being shown on V.S. 21, Map SL 130 as all of parcels 22, 23, 24, 26, 27, 28, 30, 34 and so much of parcel 33 as is located on the easterly side of the yard tracks at a point no closer than twenty-five feet easterly from the centerline of the closest yard track shown as the "Back" track so-called on V.S. 21, Map 130.

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GRAFTON COUNTY
REGISTRY OF DEEDS

EXAMINED, ATTEST *Carol A. Elliott*
GRAFTON COUNTY REGISTRY OF DEEDS

#3008-A14

NH Transfer Stamp has been paid to Coos County Registry of Deeds and we have received and applied to the deed from The Boston and Maine Corp. to the New Hampshire and Vermont Railroad Co. (1,500,000.00).

Sally Pelletier

Sally Pelletier
Deputy Register

5/28/92