

**ACQUISITION FROM THE  
NEW HAMPSHIRE & VERMONT RAILROAD**

**JEFFERSON TO GORHAM  
COOS COUNTY REGISTRY**

**QUITCLAIM DEED**

**NEW HAMPSHIRE AND VERMONT RAILROAD COMPANY d/b/a in New Hampshire as NEW HAMPSHIRE AND VERMONT RAILROAD COMPANY, INC.**, a Florida corporation with a place of business at 104 Northwest Lancaster Street, Trenton, Florida 32693 ("NHVT"), for consideration paid, grants to the **STATE OF NEW HAMPSHIRE by its DEPARTMENT OF TRANSPORTATION**, with a place of business at One Hazen Drive, Concord, New Hampshire 03303 ("NHDOT"), with Quitclaim Covenants (as described in NH RSA 477:28) all of NHVT's right, title and interest in a parcel of railroad land and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in Coos County, New Hampshire, which are more particularly described as follows (the "Property"):

A parcel or strip of railroad land of varying width, lying in Coos County, New Hampshire, comprising a portion of the railroad right of way known as the "Berlin Branch" conveyed by the Boston and Maine Corporation (the "B&M") to NHVT by Release Deed dated May 27, 1992 and recorded at the Grafton County Registry of Deeds at Book 1969, Page 943 and at the Coos County Registry of Deeds at Book 795, Page 407 (the "B&M Deed"), as more particularly described as follows:

The line segment running between railroad milepost 130.9 in Jefferson (Waumbec Junction), New Hampshire (shown as railroad Valuation Station 325+03.2 on plans for Federal Valuation Section 24.2, Map 6 at the point of switch for the Maine Central Railroad connecting track) and railroad milepost 149.1 in Gorham, New Hampshire (shown as railroad Valuation Station 1291+20 on plans for Federal Valuation Section 24.2, Map 25.

The Property includes any and all of the Seller's right, title and interest in the parcels identified on Exhibit A attached hereto and on the following plans: Valuation

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REGISTRATION  
COOS REGISTER OF DEEDS

Section 24.2, Maps 6 through 25 (copies of which are on file with the Seller, the Buyer and the B&M); however, the sale of the Property is subject to the exceptions and reservations contained in the B&M Deed.

The Property shall not include any rail, ties or other track materials, which materials are excepted from the transaction and all right, title and interest in which are reserved unto the Seller. The Seller shall remove all such materials from the Property. In any area where the rail is removed, the Seller shall also remove all ties from the Property. The Seller shall have until June 30, 1998 to remove any remaining rail, ties or other track materials from the Property. On or before April 30, 1998, the Seller shall also place wooden milepost markers at the locations of the granite milepost markers previously removed by the Seller from the Property.

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 NHVT.

2. This Quitclaim Deed constitutes an assignment by NHVT to NHDOT, and an acceptance by NHDOT, of any and all existing rights and agreements, and in addition any and all covenants, maintenance and all other responsibilities and obligations arising or accruing after the date of this Quitclaim Deed, with respect to any and all overhead, at-grade and subsurface wires, pipes, pedestrian and vehicular crossings, drainage culverts, walls and other crossings, structures and facilities of any type, nature or description located, in whole or in part, within the above described Property which appear of record or, if unrecorded, have been fully disclosed by NHVT to NHDOT (the "Facilities"). NHDOT assumes all rights, agreements, covenants, maintenance and all other responsibilities and obligations with respect to the Facilities as of the date of this Quitclaim Deed but only as to matters, events or activities first occurring after the date of this

Quitclaim Deed.

3. Whenever used in this Quitclaim Deed, the term "NHVT" shall refer to the New Hampshire and Vermont Railroad Company d/b/a in New Hampshire as New Hampshire and Vermont Railroad Company, Inc., and its successors, assigns and affiliates, and the term "NHDOT" shall refer to the State of New Hampshire and its successors, assigns, grantees and affiliates, as the case may be.

4. This conveyance is subject to the exceptions and reservations contained in the B&M Deed.

5. The several exceptions, reservations, conditions, covenants and agreements contained in this Quitclaim Deed shall be deemed to run with the land and shall be binding upon NHDOT forever. In addition to the acceptance and recording of this Quitclaim Deed, NHDOT signifies its assent to such exceptions, reservations, conditions, covenants and agreements by joining in the execution of this Quitclaim Deed.

Meaning and intending to describe and convey a portion of the premises described in the B&M Deed.

Executed this 15th day of January, 1998 by the duly authorized officers or representatives of NHVT and NHDOT.

NEW HAMPSHIRE AND VERMONT  
RAILROAD COMPANY d/b/a in New  
Hampshire as NEW HAMPSHIRE AND  
VERMONT RAILROAD COMPANY, INC.

By 

Clyde S. Forbes, Jr., President

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STATE OF NEW HAMPSHIRE

By: James F. Marshall  
James F. Marshall, Director  
N.H. Department of Transportation

Approved as to form and execution this 15th day of January, 1998 by:

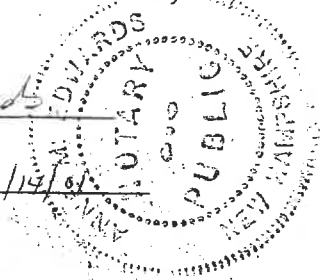
Anne M. Edwards  
Anne M. Edwards  
Assistant Attorney General

Approved by Governor and Executive Council on November 20, 1996.

STATE OF NEW HAMPSHIRE  
MERRIMACK, SS

Acknowledged before me this 15th day of January, 1998 by Clyde S. Forbes, Jr.,  
President of the NEW HAMPSHIRE AND VERMONT RAILROAD COMPANY d/b/a  
in New Hampshire as NEW HAMPSHIRE AND VERMONT RAILROAD COMPANY,  
INC., on behalf of the Corporation.

Anne M. Edwards  
Notary Public  
My Commission Expires: 2/14/99



STATE OF NEW HAMPSHIRE  
MERRIMACK, SS.

Acknowledged before me this 15th day of January, 1998 by James F. Marshall,  
Director of the STATE OF NEW HAMPSHIRE'S DEPARTMENT OF  
TRANSPORTATION, on behalf of the State of New Hampshire.

Anne M. Edwards  
Notary Public  
My Commission Expires: 2/14/99



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## GORHAM TO JEFFERSON

Gorham, Coos County

- Plan V-24.2/25 Including portion of Parcel #3 Southwest of V.S. 1302+00, #24-8, #8, #2 (right to cross highway), #1, *Excluding* Portion of #3 and all other parcels Northwest of V.S. 1302+00.
- Plan V-24.2/24 Including parcels #8, #9, #7, #6, #5, #4 (right to cross highway), #3, #2, #1, #23-6
- Plan V-24.2/23 Including parcels #6, #5, #4, #3, #11 (use for highway purposes), #7 (subject to utility easement), #3, #2 (right to cross highway), #10 (subject to utility easement), #9 (subject to utility easement), #8 (subject to utility easement), #1, #22-2
- Plan V-24.2/22 Including parcels #2, #1, #21-4
- Plan V-24.2/21 Including parcels #4, #3, #2, #1  
 Randolph Including parcels #20-3
- Plan V-24.2/20 Including parcels #3, #4, #2, #1 (right to cross highway), #19-4, #19-3, #19-7 (used for highway purposes)
- Plan V-24.2/19 Including parcels #7, #4, #3, #6 (subject to utility easement), #2, #5 (subject to utility easement), #1, #18-3
- Plan V-24.2/18 Including parcels #3, #2, #1, #17-2
- Plan V-24.2/17 Including parcels #2, #4 (subject to utility easement), #1, #3, #16-3
- Plan V-24.2/16 Including parcels #1, #3, #6, #5, #9 (subject to utility easement), #11 (subject to utility easement), #2 (meaning right to cross highway), #7 (portion shown within solid lines). *Excluding* #8, #4, #10, #7 (portion shown outside solid lines), #15-12 (portion shown outside solid lines), #15-6 (portion shown outside solid lines), #15-4 (portion shown outside solid lines).
- Plan V-24.2/15 Including parcels #12 (use for highway purposes), #10 (subject to utility easement), #4 (*Excluding* that portion of #6, #12, and #5 used for highway purposes), #9 (subject to utility easement), #3, #2, #1, #14-3, *Excluding* #8, #7, #11, #6
- Plan V-24.2/14 Including parcels #3, #8 (subject to utility easement), #7 (subject to

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utility easement), #2, #1, #13-5, #6, #4 (subject to highway encroachment), *Excluding* #5

<u>Plan V-24.2/13</u> Jefferson	Including parcels #5 Including parcels #4, #6 (right to cross highway), #3, #9 (subject to private crossing), #2, #8 (right to pass bridge), #1, #11-2, #7 (subject to flowage rights)
<u>Plan V-24.2/12</u>	Including parcels #11-2, #1 (used for highway purposes)
<u>Plan V-24.2/11</u>	Including parcels #2, #3 (used for highway purposes), #1, #10-4, <i>Excluding</i> #10-5, #10-7
<u>Plan V-24.2/10</u>	Including parcels #4, #3, #2, #1 <i>Excluding</i> #5, #7, #6, #9
<u>Plan V-24.2/9</u>	Including parcels #7, #6, #5, #5-1, #3, #1, #2, #8 (right to cross highway), #4 (subject to utility easement), <i>Excluding</i> portion of Val. Sec 24.3 (Jefferson Branch)
<u>Plan V-24.2/8</u>	Parcel #5-1
<u>Plan V-24.2/7</u>	Parcel #5-1
<u>Plan V-24.2/6</u>	Only that portion of parcel #5-1 East of MP 130.9 (V.S. 325+03.2) meaning the point of switch for the Maine Central Railroad Line at Waumbeck Jct.