

**ACQUISITION FROM THE  
BOSTON AND MAINE CORPORATION**

**MANCHESTER  
HILLSBOROUGH COUNTY REGISTRY**

## 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 Forty-Seven Thousand and no/100-----(\$47,000.00---) Dollars paid to it by the STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, with a mailing address of John O. Morton Building, 1 Hazen Drive, P. O. Box 483, Concord, New Hampshire 03302-0483--

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 ("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 Manchester, County of Hillsborough, 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

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. 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.
4. 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.
5. 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.
6. The requirements of deed stamps and a Declaration of Consideration do not apply to this transaction pursuant to RSA 78-B:2 and RSA 78-B:10, III.

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 30<sup>th</sup> day of May, 1996.

GRANTOR:  
BOSTON AND MAINE CORPORATION

Roland Parvill  
Witness

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

GRANTEE:  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

James F. Marshall  
Witness

By: Paul J. Keenan  
COMMISSIONER

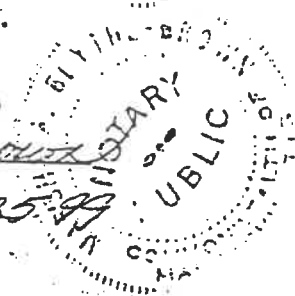
COMMONWEALTH OF MASSACHUSETTS

Middlesex , ss.

May 30, 1996

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.

Kenneth A. Byrnes-Brown  
Notary Public  
My Commission Expires: 11-25-99



STATE OF NEW HAMPSHIRE

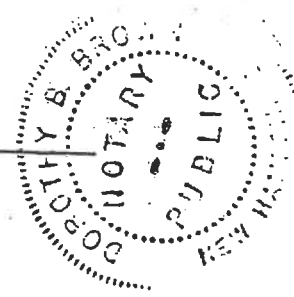
Merrimack , ss.

July 8, 1996

Then personally appeared LEON S. KENISON the Commissioner of the State of New Hampshire, Department of Transportation and acknowledged the foregoing release deed to be his/her free act and deed and the free act and deed of the State of New Hampshire, Department of Transportation, before me.

Dorothy B. Brown

Notary Public:  
My Commission Expires:  
DOROTHY B. BROWN  
NOTARY PUBLIC  
My Commission expires Mar. 8, 2000



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EXHIBIT A

BOSTON AND MAINE CORPORATION  
TO  
STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION  
SALE OF LAND IN MANCHESTER, NEW HAMPSHIRE

All the real property and premises together with the improvements thereon, comprising the property of the former "Goffstown Branch" lying and being in the Town of Manchester, County of Hillsborough and State of New Hampshire, bounded and described as follows:

Beginning at a line at centerline engineering station 8+40 as depicted on plans for Federal Valuation Section V23.2, Map 1 and located approximately one hundred thirty-five feet (135') westerly from and more or less parallel to the monumented centerline of the Grantor's southbound main line track of the Northern Main Line so-called, and depicted on Federal Valuation Section V21, Map 17 and more particularly, being the new division line between said V23.2, Map 1 and V21, Map 17.

Thence in a generally westerly direction extending approximately 1.84 miles to the easterly boundary line of a certain parcel of land described in a deed from said Boston and Maine Corporation to Paul Cowette dated April 28, 1989 and recorded in the Hillsborough County Registry of Deeds at Book 5105, Page 1263 and shown as the easterly boundary line of Parcel No. 1, as shown on plans for Federal Valuation Section V23.2, Map 2 at approximately centerline engineering station 105+53, including all the land, which comprises approximately 13 ± acres, together with all the Grantor's interests in franchises, right-of-way, land, buildings, crossings, bridges, culverts and appurtenances on its line of railroad between said terminal points subject to reservation by the Grantor of a telecommunication easement.

Specifically excluded from the hereinabove described segment of right-of-way are the following two prior conveyances and an Eminent Domain Taking of certain segments of said right-of-way:

1. Deed dated December 11, 1992 from the Boston and Maine Corporation to Tires, Inc. and recorded at the Hillsborough County Registry of Deeds at Book 5507, Page 1351.
2. Deed dated July 5, 1991 from the Boston and Maine Corporation to David G. Larivee and recorded at the Hillsborough County Registry of Deeds at Book 5277, Page 0752.

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3. A Declaration of Taking by the State of New Hampshire dated May 22, 1972. Said parcel is depicted on a plan entitled Manchester US 23(13)C-1525, on file in the Hillsborough County Registry of Deeds and in records of the New Hampshire Department of Public Works and Highways.

In aid of the foregoing description, reference may be had to two certain valuation maps V23.2, Maps 1-2, entitled in part:

"Right-Of-Way and Track Map  
The Concord & Montreal R.R.  
Operated by the  
Boston and Maine R.R.  
Scale: 1"=100', June 30, 1914  
Office of Valuation Engineer  
Boston, Mass."

Said plans being on file with the Chief Engineer of the Boston and Maine Corporation, Iron Horse Park, North Billerica, Massachusetts 01862 and the State of New Hampshire, Department of Transportation, Bureau of Railroads and Public Transportation, 91 Airport Road, P. O. Box 483, Concord, New Hampshire 03302-0483.

BOSTON AND MAINE CORPORATION

Assistant Secretary's Certificate

I, Leonard A. Lucas, being the duly elected and presently serving Assistant Secretary of the Boston and Maine Corporation ("Corporation"), do hereby certify that the following vote was duly adopted by the Directors of the Corporation at a meeting of the Board of Directors held on October 22, 1988:

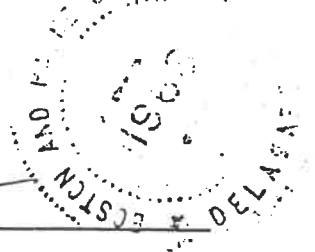
VOTED: That David A. Fink, President of the Corporation, in connection with sales of parcels of real estate of the Corporation with purchase prices of less than One Hundred Thousand (\$100,000.00) Dollars, is hereby authorized, empowered and directed, on behalf of and in the name of the Corporation, to execute, seal, and deliver such agreements of sale, deeds, certificates or instruments and to take such other action as he may deem necessary, appropriate, or convenient to sell such parcels, consummate such transactions, and effect the purposes of this vote.

I further certify that such vote has not been altered, amended, or rescinded and remains in full force and effect as of the date hereof.

WITNESS my hand and seal of the Corporation as of this

30<sup>th</sup> day of May, 1996.

  
Leonard A. Lucas  
Assistant Secretary



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