

RELEASE DEED FOR THE "BLACKMOUNT BRANCH"

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 Two Hundred Seven Thousand One Hundred Fifty Four and 00/00 (\$207,154.00) Dollars paid to it by the **State of New Hampshire, Department of Transportation, John Morton Building, 1 Hazen Drive, Concord, Merrimack County, New Hampshire**, (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in certain parcels or strips of land, and the stations, buildings, bridges, structures, crossings, culverts, fixtures and improvements thereon and including all appurtenances thereto, if any, situated in Haverhill, County of Grafton, State of New Hampshire (the "Premises") more particularly 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 a permanent, exclusive 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, fiber optic 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. The Grantor excepts from this conveyance any and all railroad tracks, railroad~~

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~~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 Grantee period, the Trackage shall be deemed abandoned by the Grantor.~~

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. 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.
7. ~~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 covenant.~~
8. 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

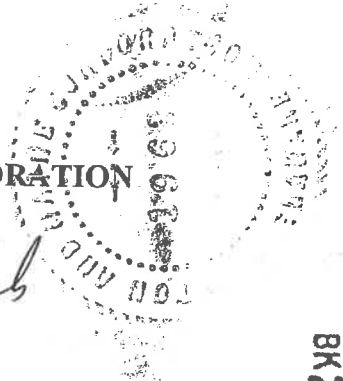
time to maintain, repair, replace, renew, relay or remove such facilities.

9. 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 maybe.
10. 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.

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, the President of the **BOSTON AND MAINE CORPORATION**, on this 29th day of December, 1997.

GRANTOR:
BOSTON AND MAINE CORPORATION

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



[Signature]
Witness Vice President

GRANTEE:
STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

A. M. Elnash
Witness

James F. Marshall

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COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 29, 1997

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

[Signature]
 Notary Public
 My Commission Expires: 7/14/2001



STATE OF NEW HAMPSHIRE

Merrimack, ss.

dec. 29, 1997

Then personally appeared James F. Marshall the representative of NH D.O.T.

and acknowledged the foregoing deed to be his/her free act and deed and the free act and deed of said _____, before me.

Linda L. Morris
 Notary Public *Justice of the Peace*
 My Commission Expires: 4-19-2000

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE "BLACKMOUNT BRANCH"

Certain tracts or strips of land (railroad right-of-way) running through the town of Haverhill, County of Grafton, State of New Hampshire and being portion of the railroad line sometimes referred to as the "Blackmount Branch" and including all stations, building, bridges, structures, crossings, culverts, and improvements thereon and including all appurtenances thereto, and being more particularly described :

Parcel 1

Beginning at a point designated as Engineering Station 4308 +93± as shown on Federal Valuation Plan V21, Map 118 ;

Thence running generally in an northwesterly direction to a point designated as Engineering Station 4337+18± (plus a parcel 77 feet in width to the south of said parcel) as shown on Federal Valuation Plan V21, Map 119;

Said parcel containing a total area of about 295,630 square feet, more or less or about 6.79 acres and more or less.

Parcel 2

Beginning at a point designated as Engineering Station 4407+69± as shown on Federal Valuation Plan V21, Map 120;

Thence running generally in a northwesterly direction to a point designated as Engineering Station 4454+20± as shown on Federal Valuation Plan V21, Map 121;

Said parcel containing a total area of about 416,050 square feet, more or less or about 9.55 acres, more or less.

Parcel 3

Beginning at a point designated as Engineering Station 4671+12± as shown on Federal Valuation Plan V21, Map 125 at the northern sideline of the Blackmount Highway;

Thence running in a northerly direction to a point designated as Engineering Station 4899+40 ±as shown on Federal Valuation Plan V21, Maps 125 through 130.

Said parcel containing a total area of about 2,119,920 square feet, more or less or about 48.66 acres, more or less.

Said parcels include the entire width of said portion of said rail line. Said right-of-way parcels run

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in a northerly direction and are more particularly defined as shown outlined within heavy dashed lines (——— -- ———) as shown on federal valuation plans on file with the Chief Engineer of the Boston and Mine Corporation, Iron Horse Park, North Billerica, Massachusetts, 01862, and the State of New Hampshire, Department of Transportation, Bureau of Railroads and Public Transportation, 1 Hazen Drive, Concord, NH 03302.

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RECEIVED
Carol Elliott
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GRAFTON COUNTY
REGISTRY OF DEEDS
Registrar of Deeds