

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

This conveyance is subject to reservations, conditions, covenants and agreements as described in a Release Deed from the Boston and Maine Corporation to the State of New Hampshire, Department of Transportation recorded January 28, 1998, at the Grafton County Registry of Deeds in Book 2295, Pages 41-44.

Containing in total 2,831,600 square feet or 65 acres, more or less, and being all that real estate recorded January 28, 1998, at the Grafton County Registry of Deeds in Book 2295, Page 41.

As a further condition of this instrument, the Town of Haverhill agrees to the following:

1. If at any time the railroad right-of-way herein conveyed, or any portion thereof, is proposed to be sold or otherwise conveyed, the town of Haverhill hereby agrees that it will submit said sale or conveyance to the commissioner of the New Hampshire Department of Transportation, whose address is JO Morton Building, 7 Hazen Drive, PO Box 483, Concord, NH 03302-0483 and the Federal Highway Administration (FHWA) New Hampshire Division, whose address is 19 Chenell Drive, Suite One, Concord, NH 03301, for approval of the sale of that portion or those portions proposed to be conveyed. The New Hampshire Department of Transportation shall have 120 days, from being notified, to exercise the right of first refusal upon that portion or those portions to be sold or conveyed and the right to meet any subsequent bona fide offer by a third party.
2. If the sale of conveyance of all or a portion of the railroad right-of-way occurs as outlined in 1.) above, the Town of Haverhill agrees to reimburse the FHWA the amount of eighty (80%) percent of the current market value of that portion or those portions proposed to be conveyed.

Also excepting and reserving from the above described parcels any and all easements of record.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereunto belonging to the said Grantee, to him, his heirs, and assigns forever.

IN WITNESS WHEREOF The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by the Commissioner of The Department of Transportation, duly authorization and executed this 13th day of September, in the year of our Lord, 2004.

Signed, Sealed and Delivered in the presence of:

Diane L. Hartford

THE STATE OF NEW HAMPSHIRE

Carol A. Murray
Commissioner

Department of Transportation

STATE OF NEW HAMPSHIRE,

SS.

A. D., 2004.

On this 13th day of September, 2004, before me, *Diane L. Hartford*, the undersigned officer, personally appeared the Commissioner of the Department of Transportation, and that as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

Joel A. Dupuis REGISTER
GRAFTON COUNTY REGISTRY OF DEEDS

Diane L. Hartford
Notary Public/Justice of the Peace
My Commission Expires: _____

DIANE L. HARTFORD
Notary Public
My Commission Expires June 23, 2009