

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:

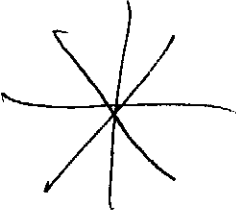
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SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY THIS REFERENCE.

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

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* 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.