

**ACQUISITION FROM THE
CITY OF MANCHESTER**

**LONDONDERRY
ROCKINGHAM COUNTY REGISTRY**

Return to:

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DEED WITHOUT COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF MANCHESTER, a body corporate and politic, through its Department of Aviation, whose mailing address is One Airport Road, Suite 300, Manchester, New Hampshire 03101, hereinafter, the "Grantor", for consideration paid, hereby grants, without any warranties or covenants, to the STATE OF NEW HAMPSHIRE, whose mailing address is Department of Transportation, P.O. Box 483, 1 Hazen Drive, Concord, New Hampshire 03302-0483, hereinafter, the "Grantee", a certain tract of land and the improvements located thereon situated in the Town of Londonderry, County of Rockingham, State of New Hampshire more particularly described as follows:

Certain parcels or strips of land (former railroad right-of-way) located in the Town of Londonderry, County of Rockingham, State of New Hampshire and being portions of the railroad line sometimes referred to as the "Manchester and Lawrence Branch", so-called, including all stations, buildings, bridges, structures, crossings, culverts, and improvements thereon and including all appurtenances thereto, and being more particularly described as follows:

Beginning at a point designated as Engineering Station 2474+75± located on the Easterly side line of Route 28 as shown on Federal Valuation Plan V10NH, Map 18, thence running generally in a Westerly direction and terminating at a point designated as Engineering Station 2539+ 16± located on the Easterly side line of Harvey Road as shown on Federal Valuation Plan V10NH, Map 19.

Said parcel containing a total area of about 529,820 square feet, more or less, or about 12.16 acres, more or less.

Meaning and intending to describe Parcel "A" conveyed by the Boston and Maine Corporation to the Grantor herein by release deed dated August 31, 1998 and recorded in the Rockingham County Registry of Deeds at Volume 3431, Page 2028.

This conveyance is made subject to the following easements and/or rights of way: the Easement and Right of Way Agreement with AES Londonderry, L.L.C. dated January 31, 2000 and recorded in the Rockingham County Registry of Deeds at Volume 3466, Page 24888; the Telecommunications Easement, so-called, described in Paragraph 2 of the release deed from the

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Boston and Maine Corporation to the Grantor herein dated August 31, 1998 and recorded in the Rockingham County Registry of Deeds at Volume 3431, Page 2028; and the Right of Way Occupancy Agreement with American Telephone and Telegraph Company dated July 29, 1986 and recorded in the Rockingham County Registry of Deeds at Volume 2751, Page 710.

This conveyance is further made subject to any and all other easements, covenants, restrictions, and/or agreements of record.

The Grantor reserves to itself any and all property interests it may have in any streets, associated rights of way, and municipal utilities, including, but not limited to, water lines, located in whole or in part within the above-described parcel and reserves the right to enter upon the above-described parcel to maintain, repair, and/or replace the same. Nothing in this deed shall be construed as to convey any interest in said streets, rights of way, and/or municipal utilities to the Grantee.

The Grantor further reserves the easement and rights in the above-described parcel as more particularly described in Exhibit "A" attached hereto and incorporated herein.

The reservations, exceptions, restrictions, conditions, or covenants set forth herein shall be deemed to run with the land and be binding upon the Grantee, its successors, and its assigns.

This conveyance is made pursuant to formal action taken by the City of Manchester Board of Mayor and Aldermen on April 16, 2002. This conveyance is further made as a part of the Manchester, STP-TE-X-000S(234), 12652 project, in accordance with approval of this acquisition by a vote of the Governor and Executive Council on January 6, 1999 (Item no.123).

IN WITNESS WHEREOF, the City of Manchester has caused this deed to be executed in its name and on its behalf by Kevin A. Dillon, its Airport Director, this 5th day of August, 2003.

Signed
in the presence of

Witness

CITY OF MANCHESTER
DEPARTMENT OF AVIATION

Kevin A. Dillon,
Its Airport Director

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS.

Before me, the undersigned, personally appeared Kevin A. Dillon, Airport Director known to me to be the person whose name is subscribed to the foregoing deed, and who acknowledged that he executed the same with full authority for the purposes therein contained on this 5th day of August 2003.

Before me,

Justice of Peace/Notary Public

My commission expires: _____

DOREEN A. STARKEY, Notary Public
My Commission Expires April 11, 2006

EXHIBIT AEASEMENT PARCEL A

The City of Manchester, New Hampshire (hereinafter, the "Grantor") excepts and reserves an easement and right of way for the unobstructed and unrestricted flight and passage of all types of aircraft over, in, about, and through the airspace from the Primary, Approach, Horizontal, and Transitional Surfaces of Runway 17-35 of the Manchester Airport to an infinite height above the same imaginary planes or surfaces over the tract of land and improvement conveyed herewith (hereinafter, the "Premises") to the State of New Hampshire Department of Transportation (hereinafter, the "Grantee"). The imaginary planes or surfaces are described below:

PRIMARY SURFACE - A surface longitudinally centered on Runway 17-35, one thousand and 00/100 (1,000.00) feet in width, extending two hundred and 00/100 (200.00) feet beyond each end of the Runway. The elevation of any point on the Primary Surface is the same as the elevation of the nearest point on the runway centerline.

RUNWAY 35 APPROACH SURFACE - A surface longitudinally centered on the extended runway centerline and extending upward and outward from the end of the Primary Surface. The inner edge of the Approach Surface is the same width as the Primary Surface, one thousand and 00/100 (1,000.00) feet. The Approach Surface expands uniformly to a width of sixteen thousand and 00/00 (16,000.00) feet at a horizontal distance of fifty thousand and 00/100 (50,000.00) feet from the end of the Primary Surface. The Approach Surface slopes upward one and 00/100 (1.00) foot vertically for each fifty and 00/100 (50.00) feet horizontally for the first ten thousand and 00/100 (10,000.00) horizontal feet, and for the remaining forty thousand and 00/100 (40,000.00) horizontal feet the approach surface shall slope upward one and 00/100 (1.00) foot vertically for each forty and 00/100 (40.00) feet horizontally from elevation two hundred sixty-seven and 10/100 (267.10) feet Mean Sea Level (MSL) at the end of the Primary Surface.

HORIZONTAL SURFACE - A horizontal plane at elevation four hundred seventeen and 10/100 (417.10) feet MSL constructed by swing of arcs of ten thousand and 00/100 (10,000.00) feet from the centerline of each end of the Primary Surface of each runway and connecting the adjacent arcs by lines tangent to those arcs.

TRANSITIONAL SURFACES - These surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of one and 00/100 (1.00) foot vertically for each seven and 00/100 (7.00) feet horizontally from the side of the Primary Surface and from the edge of the Approach Surface until the Horizontal Surface is intersected.

The surface and plane restrictions translate into an elevation matrix whereas the premises can be examined for available vertical clearance from existing ground elevation.

The elevation height matrix is as follows:

Station	Existing Grade	Surface Elevation	Protected Surface	Vertical Surface
2474+75	274'	417'	Horizontal	143'
2475+00	278'	417'	Horizontal	139'
2480+00	278'	417'	Horizontal	139'
2485+00	280'	417'	Horizontal	137'
2490+00	282'	417'	Horizontal	135'
2495+00	276'	417'	Horizontal	141'
2500+00	274'	417'	Horizontal	143'
2505+00	271'	417'	Horizontal	146'
2510+00	268'	417'	Horizontal	149'
2515+00	264'	417'	Horizontal	153'
2520+00	265'	417'	Horizontal	152'
2525+00	263'	417'	Horizontal	154'
2530+00	262'	417'	Horizontal	152'
2535+00	257'	375'	Transitional	118'
2539+16	256'	350'	Transitional	94'

Drawing Sources that developed the above matrix are as follows:

- Federal Valuation Plans,
- AES Londonderry Cogeneration Facility Natural Gas Pipeline Plans by Coler & Colantonio, March 2002,
- City of Manchester Topographic Mapping Plans on file in the City of Manchester, April 10,1995,
- Parcel-A Plan Drawings developed by Edwards and Kelcey, Inc. for Manchester Airport, January 2003.

This easement shall run with the land and be appurtenant to and for the benefit of all of the real property comprising and known as the Manchester Airport and such additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantor or its successors and assigns as constituting a part of Manchester Airport. The easement shall be in gross for the benefit of Grantor and all other persons and entities who directly or indirectly use the easement as a result of any type of use of the property and facilities constituting Manchester Airport, including aviation ground and flight operations.

In addition, this easement grants the right and privilege: (1) of passage of all lawful flight operations and all noise resulting directly or indirectly therefrom within the described air space; (2) to cause noise that may enter the above-described air space which results directly or indirectly from the operations of the Airport, now and in the future, including but not limited to, ground and flight operations of aircraft at, over, on, or in the vicinity of Manchester Airport, and regardless of whether arriving, departing, or enroute, while recognizing that the quantity of operations may increase in the future; and (3) to generate vibration, emit fumes and dust and fuel particles as well as other aircraft related effects that may be caused in the operation of aircraft over the Premises.

Further, the Grantee hereby waives and releases any right, claim or cause which the Grantee now has or which the Grantee may have in the future against the Grantor, its successors and assigns, or of any other person or entity entitled to the benefits of this easement in the normal operation of aircraft over the Premises, for: (1) damage to property, or physical or emotional injury to persons, animals, and any other living thing; (2) the diminution in value of any personal or real property; (3) any discomfort; (4) any interference with the audio portion of television and/or radio; and (5) any noise, vibration, fumes, dust, fuel particles and/or other

effects that may be caused, or may have been caused, in the normal operation of aircraft over the Premises.

The Grantee shall:

a. not erect, maintain or allow on said above-described premises, structures or objects of natural growth which extend or might extend in the future above said imaginary surfaces(s) as indicated on plans entitled Parcel - A Plans 1 through 4, and Parcel C - Plans 1 through 8 and described by the Elevation Height Matrix as developed by Edwards and Kelcey, Inc. maintained in the offices of Grantor and Grantee; and to grant all rights of entry, ingress and egress to Grantor to mark, light, trim or remove completely, trees, other vegetation, structures or objects which may from time to time extend above the imaginary surfaces described above. Whether to mark, light, trim or completely remove the trees, vegetation, structures or objects and the methods utilized to complete the removal or trimming shall be at the Grantor's sole discretion and expense. After the removal of the obstruction, the Grantor shall restore at its sole expense the area to a condition equal to that which existed prior to the obstruction removal work;

b. not use or permit any use of the Premises for any purposes which will interfere with the use, operation, maintenance and further development of Manchester Airport; and, in addition, not to use or permit the use of said land and of structures thereon for the purposes which will create or result in a hazard to flight including, but not limited to, purposes which will: (1) produce electrical interference with radio communications; (2) make it difficult for pilots to distinguish between airport lights and others; (3) project glare in the eyes of the pilots; (4) impair visibility in the vicinity of Manchester Airport for aircraft and aircraft traffic control; or (5) otherwise endanger the landing, taking off and maneuvering of aircraft.

c. for and during the life of said aviation easement, not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantees' property any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, or smoke generating activities; and the grantees, for themselves, their heirs, administrators, executors, successors, and assigns, further agree they will not permit places of public assembly upon Grantees' property, such as, churches, schools, office buildings, shopping centers, restaurants, child care facilities, and stadiums.

And for the consideration hereinabove set forth, the Grantees, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right of way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantees' property any building, structure, tree or other object extending into the airspace above the aforesaid imaginary plane, and that they shall not hereafter use or permit or suffer the use of Grantees' property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to permit any use of the Grantees' land

that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft. Grantees furthermore waive all damages and claims for damages caused or alleged to be caused by or incidental to such activities. .

The Grantee agrees that the rights granted and covenants undertaken in and by this instrument shall be binding on the successors and assigns of the Grantee and shall run with the land above described which shall be servient tenement, it being intended that the land now and hereafter comprising Manchester Airport shall be the dominant estate until Manchester Airport is abandoned and ceases to be used for public airport purposes.