

**ACQUISITION FROM THE  
BOSTON AND MAINE CORPORATION**

**BENNINGTON TO WILTON**

**HILLSBOROUGH COUNTY REGISTRY  
ROCKINGHAM COUNTY REGISTRY**

# HILLSBORO BRANCH RAILROAD CORRIDOR

11Dec03

**ACQUISITION:** Wilton to Hillsborough  
Boston & Maine Corporation – Release Deed

**Registry:**

County	Book	Pages	Date	See Note #'s
Hillsborough	5080	1086-1103	Jan. 17, 1989	
Rockingham	2777	2546-2536	Jan. 17, 1989	

**Description:**

From VS / Map – Station	To VS / Map – Station	Town /City
V34/1 – 787+80+/-	V34/11 – 1335+06.5+/-	Hillsborough – Hancock
V14/6 – 1659+54+/-	V14/1 – 1376+56+/-	Hancock – Greenfield
V18/11 – 573+90.3+/-	V18/1 – 12+00+/-	Greenfield – Wilton

**ACQUISITION:** Bennington  
Thomas Nastasi, Jr., – Deed

**Registry:**

County	Book	Page	Date	See Note #'s
Hillsborough	5104	1828-1829	May 9, 1989	#1

**Description:**

From VS / Map – Station	To VS / Map – Station	Town /City
V34/6 – 1062+45+/-	V34/6 – 1079+07.1+/-	Bennington

**Note #1:** Plan is not recorded in the Registry.

## RELEASE DEED

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 01862, hereinafter referred to as "Grantor", for TWO MILLION ONE HUNDRED SEVEN THOUSAND SEVEN HUNDRED (\$2,107,700.00) DOLLARS paid to it by the STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, with its usual place of business at John O. Morton Building, P.O. Box 483, Concord, New Hampshire 03301-0483, hereinafter referred to as "Grantee", does hereby give, grant, bargain, sell and convey unto said Grantee, its successors and assigns, all of its right, title and interest without warranties, either expressed or implied, in and to certain parcels of land, including all overhead, surface, and/or underground facilities, drainage, culverts, walls, crossings, bridges, and structures together with the improvements thereon and affixed thereto, and all the rights and easements appurtenant thereto, situated in the cities, towns, and counties of the State of New Hampshire, and more particularly described as follows:

SEE EXHIBIT "A" ANNEXED HERETO AND MADE A PART HEREOF

Excepting, however, from the above conveyance and reserving to the Grantor in the property herein conveyed, the following rights and easements:

This conveyance is made without granting any right-of-way either by necessity or otherwise over remaining land or location of the Grantor, its successors and assigns.

The Grantor reserves unto itself, its successors and assigns, an existing or future permanent right-of-way and easement within a 20-foot strip of said parcels along the entire length of the said parcels described above, for the purpose of construction, installation, operation, maintenance, repair, reinstallation, relocation and removal of telecommunication transmission system(s) to be located in, under, along, and through said parcels described above such installation thereof is desired by the Grantor, its successors and assigns; together with the right of access to the area where the cable is to be located; provided, further, this conveyance is made expressly subject to the right reserved to the Grantor, for itself, its successors and assigns, to freely assign this reserved right to others. Provided further, however, that the Grantor shall: (a) provide the Grantee with ten days notice of Grantor's intention to commence such installation; (b) obtain the Grantee's approval of the location of such proposed installation, which approval shall not be unreasonably withheld or delayed; (c) furnish the Grantee with a complete and detailed description of such installation, including any applicable plans and construction schedules; and (d) replace and/or restore the surface area, if any, disturbed by such installation to either: (i) the condition thereof as of the date of this Release Deed; or (ii) if the surface thereof has been paved, to a suitable back-filled and repaved condition. By the acceptance of this deed and as part consideration

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therefor, the Grantee hereby covenants and agrees for itself, its successors and assigns, to recognize this reservation as a reserved right-of-way and easement appurtenant, and further covenants that upon the request of the Grantor, its successors and assigns, to execute documents suitable in form for recording in the Registry of Deeds, which documents confirm and acknowledge this reservation to the Grantor's successors and assigns, and acknowledge the right of the Grantor, its successors and assigns to assign same to third parties. Said documents are to be executed without the payment of further consideration of any kind by the Grantor, its successors and assigns to the Grantee, its successors and assigns.

Excepting from this conveyance any and all sections of railroad tracks and railroad track materials and/or appurtenances as are located in whole or in part within the limits of the described parcels and the said conveyance is hereby made subject to the reserved rights of the Grantor, its successors and assigns, to enter upon said parcels from time to time and at any and all times, within the 90-day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment, and materials as, in the sole and reasonable opinion of the Principal Engineering Officer of the Railroads operated by the Grantor, are necessary for the removal of said sections of railroad tracks, railroad track materials and/or appurtenances; provided that if Grantor must enter restricted or fenced in

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areas, the Grantor will obtain Grantee's approval in order to allow Grantee, its successors and assigns, the opportunity to provide security for Grantee's materials secured therein. Such approval will not be unreasonably withheld. The Grantor agrees to restore the surface of the railroad bed to a condition reasonably satisfactory to the Grantee. However, that days during the months of December, January, February, and March shall not be counted or included in the aforesaid 90-day period. It is agreed that if the Grantor, during said 90-day period shall not have removed any and all of the said railroad trackage or railroad track materials and appurtenances, said railroad trackage and railroad track and materials and appurtenances shall be deemed abandoned by the Grantor and shall become the property of the Grantee, its successors and assigns, subject to such disposition as the Grantee, its successors and assigns may make without any financial or other obligation of any kind to said Grantor, its successors and assigns.

There is excepted from this conveyance any and all advertising signs and/or billboards located within the limits of the above-described parcels which are not owned by the Grantor; provided further, this conveyance is made expressly subject to the rights of the owners of the said signs and/or billboards to remove same within 90 days from the date of delivery of this deed.

By the acceptance of this deed and as part consideration therefor, the Grantee covenants for itself, its successors

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and assigns, to assume and hereby does assume any and all obligations and liabilities of the Grantor, its successors and assigns, arising after the date of this deed, relative to overhead, surface, and/or underground facilities, drainage, culverts, walls, crossings, bridges, and/or structures located in whole or in part within the limits of said above-described parcels, except facilities located within the aforementioned easement for telecommunication transmission system(s).

The Grantee hereby covenants and agrees for itself, its successors and assigns, to provide and preserve to the Grantor, its successors and assigns, a right to pass and repass in, over, through, and across the conveyed premises from time to time and at any and all times on foot and in or with vehicles for the purposes of installation, use, and maintenance of services and utilities and ingress to and egress from remaining land and location of the Grantor.

The covenants in this deed contained are to be covenants running with the land and are to be binding upon the Grantee, its successors and assigns, forever.

TO HAVE AND TO HOLD the above-described premises, with all the privileges and appurtenances thereto belonging, to the said STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, its successors and assigns, to its own use and behoof forever.

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IN WITNESS WHEREOF, the said Boston and Maine Corporation has caused these presents to be executed in its name, and its corporate seal to be hereto affixed, by its President, David A. Fink, thereunto duly authorized, this 30th day of December, 1988.

BOSTON AND MAINE CORPORATION

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



Number two of five identical counterparts.

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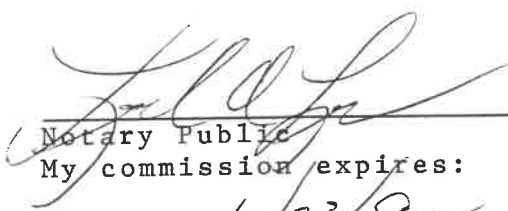


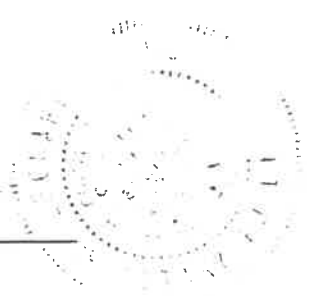
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

I HEREBY CERTIFY that on this day, before me, personally appeared the above-named David A. Fink known to me or satisfactorily proved to be the person whose name is subscribed to the within instrument and that he acknowledged executing the foregoing instrument freely and voluntarily under authority vested in him by said corporations and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal this 30 day of December, 1988.

  
Notary Public  
My commission expires:  
10/23/92



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EXHIBIT "A"

BOSTON AND MAINE CORPORATION TO:

State of New Hampshire

Segment of the abandoned Right-of-Way of the Hillsboro Branch.

The segment of the abandoned Right-of-Way of the Hillsboro Branch consists of parcels of various widths described as follows:

Beginning at a point designated as Station 787+80 being the southwesterly sideline of Bridge Street as shown on Valuation Section 34 - Map 1 in the Town of Hillsborough, New Hampshire, County of Hillsborough; thence running generally in a southeasterly direction through the Towns of Hillsborough, Deering, Bennington and Hancock, New Hampshire, in said County of Hillsborough to a point designated as Station 1335+06.5 being the end of Valuation Section 34 and the beginning point of Valuation Section 14 at Station 1659+54 as shown on Valuation Section 34 - Map 11; thence turning and running generally in a northeasterly direction through the Towns of Hancock and Greenfield, New Hampshire, County of Hillsborough to a point designated as Station 1376+56 being the end of Valuation Section 14 and the beginning point of Valuation Section 18 at Station 573+90.3 as shown on Valuation Section 14 - Map 1; thence turning and running generally in a southeasterly direction through the Towns of Greenfield, Lyndeborough, and Wilton, New Hampshire, County of Hillsborough, to a point designated as Station 12+00 being the end of Valuation Section 18 and the beginning of the active segment of the Hillsboro Branch, Valuation Section 17 at Station 814+65.4 as shown on Valuation Section 18 - Map 1, Town of Wilton, New Hampshire, County of Hillsborough, containing a total area of 12,121,680 Sq. Ft., more or less, or about 278.27 Acres, more or less, and being more specifically described as follows:

Hillsborough County - Town of Wilton

- V.S. 18 - Map 1: Parcels #2, #3, #4, #5, #6, #7, #8 (excluding, however, that portion of said Parcel #8 previously conveyed), #9 (meaning the right to cross Souhegan River), #10 (meaning the right to cross Souhegan River), #11 (excluding, however, that portion of said Parcel #11 previously conveyed), #12 (meaning the right to cross a highway), #15 (meaning the right to a cross highway), #16, #17, #18, #19, #20 and #21.
- V.S. 18 - Map 2: Parcels #1-21, #1, #2, #3, #4, #5, #6 (meaning the right to cross highway at Forest Road, so called), #7 (excluding, however, that portion of said Parcel #7 previously conveyed), #8 (excluding, however, that portion of said Parcel #8 previously conveyed), #9 (excluding, however, that portion of said Parcel #9 previously conveyed), #10 (excluding, however, that portion of said Parcel #10 previously conveyed), #12, #13 (meaning the right to cross Souhegan River), and #14.
- V.S. 18 - Map 3: Parcels #2-12, #2, #3 and #4.

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Hillsborough County - Towns of Wilton and Lyndeborough

V.S. 18 - Map 4: Parcels #3-3, #1, #2, #3 (meaning right to cross a highway), #4, #5, #6, #7, #8 (meaning right to cross Wilton Road, so called), #9, #10, #11, #12 (excluding, however, that portion of said Parcel #12 previously conveyed), #15 (meaning right to cross Forest Road, so called), #16 and #17 (meaning easement to clear land).

Hillsborough County - Town of Lyndeborough

V.S. 18 - Map 5: Parcels #4-11, #4-12 (excluding, however, that portion of said Parcel #4-12 previously conveyed), #4-15 (meaning right to cross Forest Road, so called), #1 (excluding, however, that portion of said Parcel #1 previously conveyed), #3, #4, #5, #6, #7, #8, #9, #10 (meaning right to cross highway at Cram's Crossing, so called), #11, #12, #13 (meaning right to cross Centre Road, so called), #14, #15, #16, #17, #18 and #19 (meaning right to cross a highway).

V.S. 18 - Map 6: Parcels #5-18, #1, #2, #3, #4, #5, #6, #7, #8 (meaning right to cross a highway), #9 (excluding, however, that portion of said Parcel #9 previously conveyed) and #12 (meaning right to cross river).

V.S. 18 - Map 7: Parcels #6-9 (excluding, however, that portion of said Parcel #6-9 previously conveyed), #1, #2 (excluding, however, that portion of said Parcel #2 previously conveyed), #6 (meaning right to cross Gulf Road, so called), #7 (meaning right to cross Peterboro Road, so called), and #8.

Hillsborough County - Towns of Lyndeborough and Greenfield

V.S. 18 - Map 8: Parcels #7-8, #1, #2, #3, #5, #6 (meaning the right to a cross highway), and #7.

Hillsborough County - Town of Greenfield

V.S. 18 - Map 9: Parcels #8-7, #1, #2, #3, #4, #5, #6, #7, and #8 (meaning the right to a cross highway).

V.S. 18 - Map 10: Parcels #9-5, #1, #2, #3 (meaning the right to cross Hardy Road, so called), and #4.

V.S. 18 - Map 11: Parcels #10-4, #1, #2 (excluding, however, that portion of said Parcel #2 previously conveyed), #3 (meaning the right to cross Slip Road, so called), #4, #5, #6 (excluding, however, that portion of said Parcel #6 previously conveyed), #7, #9 (excluding, however, that portion of said Parcel #9 previously conveyed), #10 (excluding, however, that portion of said Parcel #10 previously conveyed), and #13.

V.S. 14 - Map 1: Parcels #1, #2, #3, #4, #5, #6, #7 (meaning the right to cross highway at Greenfield Crossing, so called), #8, #9, #10, #11, #12, #13, #14 (meaning the right to cross highway at Fairgrounds Crossing, so called), #15, #16 (excluding, however, that portion of said Parcel #16 previously conveyed), #17 and #18.

Hillsborough County - Town of Greenfield (cont).

- V.S. 14 - Map 2: Parcels #1-17, #3, #4 and #5.
- V.S. 14 - Map 3: Parcels #2-5, #1, #2, #3 (meaning the right to cross a highway), #4 and #5.
- V.S. 14 - Map 4: Parcels #3-5, #1, #3 and #4. Note: This transaction is not intended to convey Parcel #2.

Hillsborough County - Towns of Greenfield and Hancock

- V.S. 14 - Map 5: Parcels #4-4, #1 (meaning the right to cross a highway), #2, #3, #4 and #5.

Hillsborough County - Town of Hancock

- V.S. 14 - Map 6: Portions of Parcels #5-5 and #8 (meaning those portions of said Parcels #5-5 and #8 not previously conveyed).

Hillsborough County - Towns of Hancock and Bennington

- V.S. 34 - Map 11: Parcels #10-4 (excluding, however, that portion of said Parcel #10-4 previously conveyed), #1, #2 and portions of Parcels #3 and #10 (meaning those portions not previously conveyed).

Hillsborough County - Town of Bennington

- V.S. 34 - Map 10: Parcel #1A and portions of Parcels #1, #2, #3 and #4 (meaning those portions of said Parcels #1, #2, #3 and #4 not previously conveyed).
- V.S. 34 - Map 9: Parcels #8-7, #1, #2, #3, #4, #5 (meaning the right to cross canal), a portion of Parcel #6 including the right to cross a highway, #7, #8, #9, #10, #10A, #11, #12, #13 (meaning the right to cross highway), #14 (excluding, however, that portion of Parcel #14 previously conveyed), #15, #16, #17 (meaning the right to cross Contoocook River), #18 (excluding, however, that portion of Parcel #18 previously conveyed), #19, #20 and #10-1.
- V.S. 34 - Map 8: Parcels #1, #2, #3, #4, #5, #6, #6A, and #7.
- V.S. 34 - Map 7: Parcels #6-4, #1, #2, #3, #4, #5, #6, #7, #8, #9, (meaning right to a cross highway), #10 and #8-1.

Hillsborough County - Towns of Bennington and Deering

- V.S. 34 - Map 6: Parcels #5-3, #1, #3 (meaning the right to cross a highway), and #5, and portions of Parcels #2 and #4 not previously conveyed.

Hillsborough County - Town of Deering

- V.S. 34 - Map 5: Parcels #4-7, #1, #2 and #3.
- V.S. 34 - Map 4: Parcels #3-8, #1, #2, #3, #4 (meaning right to cross a highway), #5, #6, #7, #8 and #9.
- V.S. 34 - Map 3: Parcels #1, #2, #3, #4, #5, #6 (meaning the right to cross a highway), #7, #8 and #9.

Hillsborough County - Town of Deering (cont).

V.S. 34 - Map 2: Parcels #1-18, #1 (meaning the right to cross highway at Hubbard's Crossing, so called), #2, #3, #4, #5 (meaning the right to cross highway at Long Woods Crossing, so called), #6, #7 and #3-1.

Hillsborough County - Towns of Deering and Hillsborough

V.S. 34 - Map 1: Parcels #13, #14, #15, #16, #17, #18 and #19.

EXHIBIT "A"

BOSTON AND MAINE CORPORATION TO:

State of New Hampshire

Segment of the abandoned Right-of-Way of the Portsmouth Branch.

The segment of the abandoned Right-of-Way of the Portsmouth Branch consists of two sections of parcels of various widths described as follows:

Section "A"

Beginning at a point designated as Station 522+57+ located on the westerly sideline of the West Route Main Line of the Boston and Maine Corporation at Rockingham Junction in the Town of Newfields, County of Rockingham, State of New Hampshire, as shown on Valuation Section 28 - Map 11; thence running generally in a westerly direction through the Towns of Newfields, Epping and Raymond, County of Rockingham, State of New Hampshire, to a point designated as Station 1300+95 in the Town of Raymond, County of Rockingham, State of New Hampshire, as shown on Valuation Section 28 - Map 26.

Section "B"

Beginning at a point designated as Station 1411+20+ located on the easterly sideline of East Candia crossing in the Town of Candia, County of Rockingham, State of New Hampshire, as shown on Valuation Section 28 - Map 28; thence running generally in a westerly direction through the Towns of Candia and Auburn, County of Rockingham, and the City of Manchester, County of Hillsborough, State of New Hampshire, to a point designated as Station 1967+15.5 located on the easterly sideline of Page Street in the City of Manchester, County of Hillsborough, New Hampshire, as shown on Valuation Section 28 - Map 38.

The total area of both sections contain about 9,808,160 Sq. Ft., more or less, or about 225.16 Acres, more or less, and being more specifically described as follows:

Section "A"

Rockingham County - Town of Newfields

- V.S. 28 - Map 11: Parcels #9 (excluding, however, that portion of Parcel #9 previously conveyed), #10, #11 and #12.
- V.S. 28 - Map 12: Parcels #11-12, #1, #2, #3, #4 (meaning the right to cross a highway), #5 and #6.
- V.S. 28 - Map 13: Parcels #12-6, #1, #2, #3 (meaning the right to cross a highway), #4, #5, #6, #7, #8 and #9.
- V.S. 28 - Map 14: Parcels #13-9, #1, #2, #3, #4, #5, #6, #7, #8 (meaning the right to cross a highway), and #9.

Rockingham County - Towns of Newfields and Epping

V.S. 28 - Map 15: Parcels #14-9, #1, #2, #3, #5 (meaning the right to cross a highway), #6, #7, #8, #9, #10, #11 and #12 (meaning right to clear view).

Rockingham County - Town of Epping

V.S. 28 - Map 16: Parcels #15-8, #1, #2, #3, #4, #5 and #6.  
V.S. 28 - Map 17: Parcels #16-6, #1 (meaning the right to cross a highway), #2, #3, #4 (meaning the right to cross a highway), #5, #6, #7, #8 and #9.  
V.S. 28 - Map 18: Parcels #17-9, #1, #2, #3 (excluding, however, that portion of said Parcel #3 previously conveyed), #5 (meaning the right to cross a highway), #6 (excluding, however, that portion of said Parcel #6 previously conveyed), #9 (excluding, however, that portion of said Parcel #9 previously conveyed), #10 (excluding, however, that portion of said Parcel #10 previously conveyed), #11 (meaning the right to cross Chicken Street, so called), #12 (excluding, however, that portion of said Parcel #12 previously conveyed), #13 (meaning the right to cross a highway), #14, #15 and #16 (meaning any rights remaining to operate and maintain a railroad).  
V.S. 28 - Map 19: Parcels #18-15, #1, #2, #3, #4, #5, #6 (meaning the right to cross a highway), and #7.  
V.S. 28 - Map 20: Parcels #19-7, #1, #2, #3, #4 and #5.  
V.S. 28 - Map 21: Parcels #20-5, #1, #2, #4, #5 (meaning the right to cross a highway), #6 (meaning that portion easterly of West Epping Crossing, so called), #9, #13, #15, #16, #17 (meaning right to cross a highway), and #18. Note: This transaction is not intended to convey Parcels #7, #11, #12, #14 and part of #6 (meaning that portion westerly of West Epping Crossing, so called).

Rockingham County - Towns of Epping and Raymond

V.S. 28 - Map 22: Parcels #21-18, #1, #2, #3 and #4 (meaning the right to cross a highway).

Rockingham County - Town of Raymond

V.S. 28 - Map 23: Parcels #22-3, #1, #2, #3, #4, #5 (meaning the right to cross a highway), #6, #7 and #24-1.  
V.S. 28 - Map 24: Parcels #1, #2 (excluding, however, that portion of said Parcel #2 previously conveyed), #3 (excluding, however, that portion of said Parcel #3 previously conveyed), #4 (excluding, however, that portion of said Parcel #4 previously conveyed), #7 (meaning the right to cross Main Street, so called), #8 (excluding, however, that portion of said Parcel #8 previously conveyed), and #10.  
V.S. 28 - Map 25: Parcels #24-10, #1 (meaning the right to cross a highway), #2, #3 (meaning the right to cross a highway), #4 (excluding, however, that portion of said Parcel #4 previously conveyed), #5 (meaning

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Rockingham County - Town of Raymond (cont)

the right to cross a highway), #6 (excluding, however, that portion of said Parcel #6 previously conveyed), #7 and #8 (meaning the right to clear land).

V.S. 28 - Map 26: Parcels #1 and #2.

"Section B"

Rockingham County - Town of Candia

- V.S. 28 - Map 28: Parcels #7 (meaning the right to cross a highway), #8, #9, #10, #11, #12, #13 and #14.
- V.S. 28 - Map 29: Parcels #28-14, #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #12 (meaning the right to cross a highway), #13 and #14.
- V.S. 28 - Map 30: Parcels #29-10, #1, #2 (excluding, however, that portion of said Parcel #2 previously conveyed), #3, #4 (meaning the right to cross a highway), #5 (excluding, however, that portion of said Parcel #5 previously conveyed), #6 and #7.
- V.S. 28 - Map 31: Parcels #30-6, #1 (meaning the right to cross a highway), #2, #3, #4 (excluding, however, that portion of said Parcel #4 previously conveyed), #5 (excluding, however, that portion of said Parcel #5 previously conveyed) and Parcel #7 (meaning any rights remaining to operate a railroad).
- V.S. 28 - Map 32: Parcels #3-5, #1 (meaning the right to cross a highway), #2, #3 (excluding, however, that portion of said Parcel #3 previously conveyed, but including any rights remaining to operate a railroad over Parcels #6 and #7), and #4 (meaning the right to cross a highway).

Rockingham County - Towns of Candia and Auburn

V.S. 28- Map 33: Parcels #32-3, #1, #2, #3 (meaning right to cross a highway), #4, #5, #6, #7 and #8.

Rockingham County - Town of Auburn

- V.S. 28- Map 34: Parcels #33-8, #2 (meaning the right to cross a highway), #4 (meaning right to fill and construct overflow channel and dike), #5, #6 (meaning the right to cross a highway), and #7. Note: This transaction is not intended to convey Parcels #1 and #3.
- V.S. 28 - Map 35: Parcels #34-7, #1, #2, #4, #5, #6 (meaning the right to cross a highway), and #7. Note: This transaction is not intended to convey Parcel #3.

Rockingham and Hillsborough Counties - Town of Auburn - City of Manchester

V.S. 28 - Map 36: Parcels #35-7, #1 (meaning right to cross Bald Hill Road, so called), #2, #3 (meaning right to cross Lakeview, so called), #4, #5, #6 and #7 (meaning right to cross Londonderry Turnpike, so called).

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Hillsborough County - City of Manchester

- V.S. 28 - Map 37: Parcels #36-6, #1, #2, #3, #4, #5 (meaning right to cross Lake Shore Road, so called), #6, #7, #8 (excluding, however, that portion of said Parcel #8 previously conveyed), #9, #10, #11, #12 and #15 (meaning the right to cross Proctor Avenue, so called).
- V.S. 28 - Map 38: Parcels #1, #2 (meaning the right to cross Proctor Road, so called), #3, #4 (meaning the right to cross Candia Road, so called), #5 (excluding, however, that portion of said Parcel #5 previously conveyed), #6, #7, #8 (excluding, however, that portion of said Parcel #8 previously conveyed, but including any rights remaining to operate a railroad over Parcel #15), #9 and a portion of #10 (meaning to approximate Station 1967+15.5).

EXHIBIT "A"

BOSTON AND MAINE CORPORATION TO:

State of New Hampshire

Abandoned Right-of-Way of the Fremont to Epping Branch

The abandoned Right-of-Way of the Fremont to Epping Branch consists of parcels of various widths described as follows:

Beginning at a point designated as Station 3672+88+ located on the southwesterly sideline of Route 107 in the Town of Fremont, County of Rockingham, State of New Hampshire, as shown on Valuation Section 6 - Map 71; thence running northeasterly through the Towns of Fremont and Epping, New Hampshire, County of Rockingham, to a point designated as Station 3907+93+ located on the southerly sideline of the abandoned segment of the Portsmouth Branch and on the westerly sideline of Main Street in the Town of Epping, County of Rockingham, State of New Hampshire, as shown on Valuation Section 6 - Map 75; containing a total area of about 2,106,014 Sq. Ft., more or less, or about 48.34 acres, more or less, and being more specifically described as follows:

Rockingham County - Town of Fremont

- V.S. 6 - Map 71: Parcels #1 (excluding, however, that portion of Parcel #1 previously conveyed), #3 (meaning the right to cross a highway), #5, #6, #7, #8, #9 and #10.  
Note: This transaction is not intended to convey Parcel #4.
- V.S. 6 - Map 72: Parcels #71-10, #1, #2 and #3.
- V.S. 6 - Map 73: Parcels #72-3, #1, #2, #3 (meaning the right to cross a highway at Lyford's Crossing, so called), and #4.

Rockingham County - Towns of Fremont and Epping

- V.S. 6 - Map 74: Parcels #73-4, #1, #2, #3, #4 (meaning the right to cross a highway at Martin's Crossing, so called), #5, #6 and #7.

Rockingham County - Town of Epping

- V.S. 6 - Map 75: Parcels #74-7, #1, #2, #3, #4 (excluding, however, that portion of said Parcel #4 previously conveyed) and #6 (meaning the right to cross Main Street, so called).

EXHIBIT "A"

BOSTON AND MAINE CORPORATION TO:

State of New Hampshire

Segment of the abandoned Right-of-Way of the Manchester and Lawrence Branch.

The segment of the abandoned Right-of-Way of the Manchester and Lawrence Branch consists of parcels of various widths described as follows:

Section "A"

Beginning at a point designated as Station 1774+48 located on the northerly sideline of the Concord & Boston Turnpike, in the Town of Salem, County of Rockingham, State of New Hampshire, as shown on Valuation Section 10 - Map 4; thence running generally in a northwesterly direction through the Towns of Salem and Windham, to a point designated as Station 2060+78 being the Town Line of Windham and Derry, New Hampshire, County of Rockingham, as shown on Valuation Section 10 - Map 10; containing a total area of about 2,586,195 Sq. Ft., more or less, or about 59.37 Acres, more or less, and being more specifically described as follows:

Rockingham County - Town of Salem

- V.S. 10 - Map 4: Parcel #25
- V.S. 10 - Map 5: Parcels #4-25, #1, #2, #3, #4 (excluding, however, any portion of said Parcel #4 as may have been conveyed beyond 57.1' southwesterly of the centerline of rail line), and #5.

Rockingham County - Towns of Salem and Windham

- V.S. 10 - Map 6: Parcels #5-2 (excluding, however, that portion of said Parcel #5-2 previously conveyed), #5-5, #1 (meaning the right to cross a highway at Canobie Lake Crossing, so called), #2, #3, #4 (meaning the right to cross a highway at Whitcomb's Crossing, so called), #5 and #6. Note: This transaction is not intended to convey Parcel #7.

Rockingham County - Town of Windham

- V.S. 10 - Map 7: Parcels #6-6, #1, #2 (meaning the right to cross a highway), #3, #4, #5 (meaning the right to cross a highway), #6, #7, #8, #9 (excluding, however, that portion of said Parcel #9 previously conveyed), #10, #11 and #12.
- V.S. 10 - Map 8: Parcels #7-12, #1, #2, #3, #4 and #5. Note: This transaction is not intended to convey Parcel #6.
- V.S. 10 - Map 9: Parcels #8-5, #1, #2, #3, #4, #5 and #6.
- V.S. 10 - Map 10: Parcels #9-5, #1, #2, #3, #4, #5 (meaning the right to cross a highway), #6 (meaning the right to cross a highway), #7 (excluding, however, that portion of said Parcel #7 previously conveyed), #8 (meaning the right to cross Bridge Street, so called) and #9 (excluding, however, that portion of said Parcel #9 previously conveyed).

## Section "B"

Beginning at a point designated as Station 2300+62+ located at the southeasterly sideline of Coburns Crossing as shown on Valuation Section 10 - Map 14 in the Town of Londonderry, County of Rockingham, New Hampshire; thence running in a northwesterly and westerly direction through the Town of Londonderry, County of Rockingham, New Hampshire, to a point on the easterly sideline of N.H. Route 28 being Station 2474+82+ in the Town of Londonderry, County of Rockingham, New Hampshire, as shown on Valuation Section 10 - Map 18, containing an area of about 1,230,399 Sq. Ft., more or less, or about 28.25 Acres, more or less, and being more specifically described as follows:

Rockingham County - Town of Londonderry

- V.S. 10 - Map 14: Parcels #8 (meaning the right to cross a highway at Coburn's Crossing, so called), #9 and #13.
- V.S. 10 - Map 15: Parcels #14-9, #1, #2, #3, #4, #5, #6, #7, #8 (excluding, however, that portion of said Parcel #8 previously conveyed), #9 (excluding, however, that portion of said Parcel #9 previously conveyed), #17, #18, #19, #20, #21, #22, #23, #24, #25, and #26.
- V.S. 10 - Map 16: Parcels #15-9 (excluding, however, that portion of said Parcel #15-9 previously conveyed), #1 (excluding, however, that portion of said Parcel #1 previously conveyed), #2 (excluding, however those portions of said Parcel #2 previously conveyed by Parcel #15-29; between Station 2384+16+ and 2393+24+; and that portion westerly of Station 2406+80+), and #3 (meaning the right to cross a highway at Wilson's Crossing, so called).
- V.S. 10 - Map 17: A portion of Parcels #2 and #4 beginning at Station 2419+82+ (excluding, however, those portions of said Parcels #2 and #4 previously conveyed easterly of Station 2419+82+), Parcels #5, #6, #7, #8, #9, #10 (excluding, however, that portion of said Parcel #10 previously conveyed), #11, #12 (excluding, however, those portions of said Parcel #12 previously conveyed), #13 (meaning the right to cross a highway) and #14.
- V.S. 10 - Map 18: Parcels #17-11, #1 (meaning the right to cross a highway), #2, #3 (meaning the right to cross a highway at Duke's Crossing, so called) and #12 (excluding, however, that portion of said Parcel #12 previously conveyed, but including the right to cross a highway at N.H. Route 28, so called).

RECEIVED AND RECORDED  
HILLSBOROUGH COUNTY  
REGISTRY OF DEEDS

*Judith A. MacDonald*  
REGISTER

*Burnham, J. A.*

*4/16/59  
11/14/59*

*1/15/59*