

**ADDITIONAL INFORMATION
BOSTON AND MAINE CORPORATION
TO
GRANITE STATE ELECTRIC COMPANY'S EASEMENT

SALEM
ROCKINGHAM COUNTY REGISTRY**

Return to: MAIL TO
Mr. Rabinowitz
101
Research Drive
Westborough, MA 01582

EASEMENT DEED

BOSTON AND MAINE CORPORATION, a Massachusetts corporation having an office at Iron Horse Park, North Billerica, Massachusetts 01862 ("Grantor"), for **TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$250,000.00)** paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants and conveys to **GRANITE STATE ELECTRIC COMPANY**, a New Hampshire corporation having an address at 9 Lowell Road, Salem, New Hampshire ("Grantee"), its successors and assigns, without covenants, the perpetual right and easement to construct, reconstruct, install, repair, maintain, operate, inspect and patrol for the transmission and distribution of high and low voltage electric energy and for telephone use, lines of towers or poles or both (any of which may be erected and/or constructed at the same or different times) together with wires and cables strung upon and from the same, and all necessary guy wires, foundations, anchors, braces, fittings, and any other equipment or appurtenances (hereinafter collectively the "Facilities"), including without limitation buried ground wires and such footbridges, causeways, and ways of access, if any, as may be reasonably necessary for the convenient construction, reconstruction, installation, repair, replacement, maintenance, operation, inspection and patrolling of said Facilities over, through, across, under and upon portions of Grantor's land located in Salem, Rockingham County, New Hampshire (hereinafter the "Easement Area"). The Grantor's land is shown on plans (hereinafter collectively referred to as the "Plans") entitled: (i) "RIGHT-OF-WAY AND TRACK MAP MANCHESTER AND LAWRENCE R.R. OPERATED BY THE BOSTON AND MAINE R.R. STATION 1566 +63 TO STATION 1619 +0 SCALE: 1-IN. = 100-FT. JUNE 30, 1914 OFFICE OF VALUATION ENGINEER BOSTON, MASS V.10/1 REVISED TO MAY 1966"; (ii) "RIGHT-OF-WAY AND TRACK MAP MANCHESTER AND LAWRENCE R.R. OPERATED BY THE BOSTON AND MAINE R.R. STATION 1619+0 TO STATION 1671+80 SCALE: 1-IN.= 100-FT. JUNE 30, 1914 OFFICE OF VALUATION ENGINEER BOSTON, MASS. V.10/2 REVISED TO JAN. 1995"; (iii) "RIGHT-OF-WAY AND TRACK MAP MANCHESTER AND LAWRENCE R.R. OPERATED BY THE BOSTON AND MAINE R.R. STATION 1671 +80 TO STATION 1724+60 SCALE: 1-IN. = 100-FT. JUNE 30, 1914 OFFICE OF VALUATION ENGINEER BOSTON, MASS. V.10/3 REVISED TO: NOV. 1975"; (iv) "RIGHT-OF-WAY AND TRACK MAP MANCHESTER AND LAWRENCE R.R. OPERATED BY THE BOSTON AND MAINE R.R. STATION 1724 +60 TO STATION 1777 +40 SCALE: 1-IN = 100-FT. JUNE 30, 1914 OFFICE OF VALUATION ENGINEER BOSTON, MASS. V.10/4 REVISED TO JUNE 1989", copies of the Plans are in the possession of Grantor and Grantee, and are on file with the Chief Engineer of the Boston and Maine Corporation in Iron Horse Park, North Billerica, MA 01862 and with the State of New Hampshire, Department of Transportation, Bureau of Rail and Transit, 1 Hazen Drive, Concord, NH 03302, and incorporated herein by reference and made a part hereof. The Easement Area is more particularly described on Exhibit A attached hereto and made a part hereof.

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REGISTRY OF DEEDS

Also, the perpetual right and easement from time to time, without further payment therefor, to (i) excavate and/or change the grade so much thereof as is reasonable, necessary and proper in connection with the exercise of the foregoing rights; (ii) clear and keep cleared by physical, chemical (in compliance with all applicable federal, state and local laws and regulations and any subsequent amendments thereto) or other means, the Easement Area of trees, underbrush, and structures, both above and below grade (the first clearing may be for less than the full width and may be widened from time to time to the full width); (iii) renew, repair, replace, add to and otherwise change the Facilities and each and every part thereof and all appurtenances thereto and the locations thereof within the Easement Area; (iv) pass and repass along the Easement Area; (v) pass and repass along adjoining lands of the Grantor to and from the Easement Area to the extent necessary, as determined by Grantee in its sole discretion, for Grantee's exercise of the rights herein granted, provided, however, that, except in the event of an emergency, Grantee shall notify Grantor in advance of passing or repassing along adjoining lands of the Grantor, and Grantee's right to pass or repass over the adjoining lands of Grantor shall not interfere with Grantor's rights related to, or with state or federal regulations related to, railroad operations; (vi) renew, repair, replace, maintain, add to and otherwise change existing occupations and/or existing facilities and related appurtenances that currently cross or traverse over the land of Grantor in the vicinity of the Engineering Stations set forth at Exhibit B attached hereto and made a part hereof, so long as such existing occupations and/or existing facilities and related appurtenances that cross or traverse over the land of Grantor are at least twenty-four feet (24') from the top of the existing grade; (vii) renew, replace, maintain, add to and otherwise change any portion of the Facilities that overhang adjoining lands of Grantor so long as they are at least twenty-four feet (24') from the top of the existing grade; provided, however, that with respect to Grantee's right to add to any portion of the Facilities that overhang adjoining lands of Grantor, Grantee shall ensure that such additions will not encroach horizontally further into the adjoining lands of Grantor without Grantor's prior written approval, which will not be unreasonably withheld.

Grantor, its successors and assigns, covenants and agrees that: (i) no acts will be permitted within the Easement Area which are inconsistent with the rights hereby granted; (ii) that no permanent or temporary buildings, structures or obstructions will be erected or constructed above or below grade within the Easement Area without first obtaining, in each instance, Grantee's prior written approval in the form of Grantee's standard recordable Assent Agreement, which approval will not be unreasonably withheld; and (ii) that Grantor shall notify Grantee in advance of conducting any work or activities within the Easement Area. Grantor, its successors and assigns, further covenants and agrees that it shall notify Grantee of any proposed grade changes within the Easement Area and shall obtain Grantee's prior written approval in connection therewith, which shall not be unreasonably withheld.


Grantor covenants and agrees to comply with all applicable provisions of federal, state and municipal laws, regulations, codes and ordinances, including, without limitation, environmental laws and regulations, with respect to the Easement Area and adjoining lands of Grantor. Grantee covenants and agrees to comply with all applicable provisions of federal, state and municipal laws, regulations, codes and ordinances, including, without limitation, environmental laws and regulations, with respect to the Easement Area and adjoining lands of Grantor.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any additional and/or incidental rights needed to construct, reconstruct, repair, renew, replace, add to, maintain, operate, patrol, use, inspect and otherwise change, for the transmission and distribution of high and low voltage electric energy and for telephone use, the Facilities, over, through, across, under and upon the Easement Area, and the Grantor hereby agrees to execute, acknowledge and deliver to the Grantee, its successors and assigns, such further deeds and instruments as may be necessary to secure to them the rights and easements intended to be herein conveyed.

It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

All notices required to be sent to Grantee shall be delivered via Federal Express or other recognized overnight mail delivery service or via fax with confirmation receipt to David Way, Massachusetts Electric Company, 1101 Turnpike Street, North Andover, Massachusetts 01845, or any other address as Grantee may notify Grantor. All notices required to be sent to Grantor shall be delivered via Federal Express or other recognized overnight mail delivery service or via fax with confirmation receipt to Roland Theriault, Boston and Maine Corporation, Iron Horse Park, North Billerica, Massachusetts 01862, or any other address as Grantor may notify Grantee.

This easement is a commercial easement in gross for the benefit of Grantee, its successors and assigns, and the parties covenant and agree that these provisions shall run with the Grantor's land and shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of the respective parties. It is the intention of the parties that the rights and easements granted herein shall be assignable and apportionable by the Grantee, its successors and assigns.

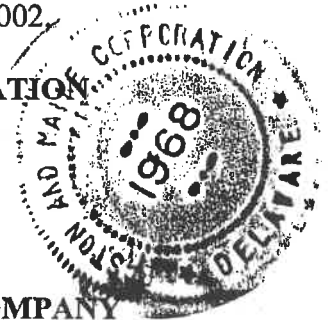
STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION			REAL ESTATE TRANSFER TAX
3 THOUSAND 7 HUNDRED AND 50 DOLLARS		AMOUNT	
MO.	DAY	YR.	073002 552286 \$3750.00
VOID IF ALTERED			

WITNESS our hands and seals as of this 29th day of JULY, 2002

Roland Samuels
Witness

BOSTON AND MAINE CORPORATION

By: *Daniel A. Feib*
Name:
Its:



GRANITE STATE ELECTRIC COMPANY

Sh. R. Felt
Witness

By: *William T. Sherry*
Name: *William T. Sherry*
Its: *Executive Vice President*

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

July 29, 2002

Then personally appeared the above named David A. Finck CEO of Boston and Maine Corporation, and acknowledged the foregoing to be his/her free act and deed in said capacity and the free act and deed of Boston and Maine Corporation,

Before me,

James J. Blumbe

Notary Public (SEAL)

My Commission Expires: March 28, 2007



STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM,

On this 26th day of July, 2002, before me, the undersigned officer, William T. Sherry personally appeared _____, who acknowledged himself to be the Executive Vice President of Granite State Electric Company and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Executive Vice President

In witness whereof, I hereunto set my hand and official seal.

(Affix Seal)

Judith A. Blumbe
Notary Public

Title of Officer

(sign in black ink)

My Commission Expires:

August 22, 2006

Exhibit A

The Easement Area covers portions of certain parcels or strips of land (railroad right-of-way) owned by Grantor located in the Town of Salem, County of Rockingham, State of New Hampshire and being a portion of Grantor's railroad line sometimes referred to as the "Manchester and Lawrence Branch" so-called, meaning and intending to include all the Grantor's land lying east of a line fifteen feet (15') east and parallel to the monumented baseline as shown on the Plans and all the Grantor's land lying west of a line fifteen feet (15') west and parallel to the monumented baseline as shown on the Plans, said monumented baseline to begin at the Massachusetts-New Hampshire State Line at Engineering Station 1567 + 28.2 thence to run northerly to the Concord and Boston Turnpike at Engineering Station 1774 +46 a distance of approximately 3.9 miles.

Exhibit B

Grantee has existing occupations and/or existing facilities and related appurtenances that currently cross or traverse over the land of Grantor in the vicinity of the following Engineering Stations:

Engineering Station 1580 + 00 +/-
Engineering Station 1602 + 81 +/-
Engineering Station 1617 + 86 +/-
Engineering Station 1620 + 10 +/-
Engineering Station 1673 + 30 +/-
Engineering Station 1689 + 10 +/-
Engineering Station 1697 + 40 +/-
Engineering Station 1734 + 30 +/-

LEASE AGREEMENT

Between
NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
And
THE TOWN OF WINDHAM

WINDHAM DEPOT AND STORAGE BUILDING
LOCATED ON THE
ROCKINGHAM RECREATION RAIL TRAIL
FREMONT BRANCH

The State of New Hampshire by and through the Commissioner, Department of Resources and Economic Development (the "State"), under authority of RSA 227-H:9 hereby leases and permits the Town of Windham (the "Town"), Board of Selectmen, PO BOX 120, Windham NH 03087-0120 , to use the following described state property:

Being land with improvements on a portion of the Rockingham Recreational Rail Trail, Fremont Branch, in the town of Windham, including the historic buildings known as the Depot Building and Freight Shed and the curtilage necessary to enjoy the use of the buildings.

Purpose

The Town is granted permission to occupy, repair, renovate, and maintain the existing old Depot Building, the old Freight Shed ("the buildings"), and the area within 20 feet around said buildings (collectively "the leased premises"). In addition the Town shall make improvements to the surrounding property as depicted on the attached plan "Depot conceptual des 2005", with written permission for the implementation of each phase of the improvements from the State. The Town shall perform stabilization, repair, and renovation work on the buildings in accordance with the terms of this agreement. The Town shall submit to the State, within 1 year from the execution date of this agreement an improvement work plan, schedule, and budget for the buildings ("the plan"). The plan shall require signature approval by the State, in consultation with the Division of Historical Resources, prior to the start of any work. The State shall review the plan and issue or deny permission within 45 days of receipt of the plan. Upon State approval the plan shall become part of this lease and be binding on the parties hereto.

Period of Lease

To hold for the term of 25 years, from February 1, 2009, and expiring on January 30, 2034, unless terminated sooner as provided herein. This lease may be extended for additional 25-year terms provided that the Town has performed satisfactorily. Satisfactory performance and lease extension shall be in the sole judgment of the State. The Commissioner, Department of Resources and Economic Development, however, reserves the right to revoke the option of the Town to extend the term hereof, to revise the fee in a subsequent lease term, or to add or remove additional covenants and conditions upon written notice to the Town. This lease is not transferable without the express written permission of the State.

Payment, Lease Fee

In the interest of public benefit, no fee shall be charged at the time of signing of the Lease.

Public Use

The remaining portions of the Rockingham Recreational Rail Trail, Fremont Branch, out to the Derry town line, shall remain open to use by the public at all times, as designated by the DRED Bureau of Trails, and shall be free from dangerous conditions or obstructions. No signs, gates, fences, or similar objects, shall be erected by the Town without the express written permission of the State. Pedestrian passes within the gates shall not be obstructed at any time.

Inspection of Premises

The Town agrees that the State or any of its duly authorized agents at any time may examine and inspect the leased premises.

Termination

In the event that the Town fails to adhere to any provision of this lease or does not follow the plan, which is a part of this lease, the State may terminate the lease by the following process:

1. A letter of deficiency will be sent to the Town. The Town shall respond to the State within 45 days of receipt of the letter, by submission of a written plan to remedy the deficiency.
2. Within 45 days of receipt of the written plan from the Town, the State will approve the written plan, or reject the written plan, setting forth the reasons therefore. If approved, the Town shall take remedial action pursuant to the approved plan. If rejected, within 45 days of receipt of the rejection, the Town will provide a revised written plan addressing the State's concerns, for approval by the State.
3. Should the Town fail to timely respond to the State, or fail to follow the approved remedy plan, the State will issue a written notice of termination to the Town.
4. Upon receiving written notice of termination, the Town shall quit this tenancy within 90 days of receipt of such notice and shall remove any and all improvements to the property as may be requested in writing by the State.

Interpretation of Performance

The Commissioner of DRED shall have final say over all disputes arising from or under the terms of this lease.

Special Conditions

1. No construction or erecting of objects, fences, posts, landscaping, or other items by the Town shall be permitted within the maintained travel corridor of the recreational rail trail, which runs over the leased premises, unless approved by the State in writing.
2. The Town shall remove the sand and salt storage area by March 30, 2012, as specified in the Council on Resources and Development Memorandum dated March 26, 2007.
3. If future development includes work on the east side of the Depot, the junction of the two trails shall be moved closer to the Depot (north) while maintaining 20 feet distance from the Depot building.
4. All improvements to the property and buildings shall become the property of the State.

IN WITNESS WHEREOF, we have set our hands this 26th day of JANUARY, 2009.

TOWN OF WINDHAM, LESSEE

[Signature] Dennis J. Sencibald
Selectman (sign and print)

[Signature] Bruce R. Betton
Selectman (sign and print)

[Signature]
Selectman (sign and print)

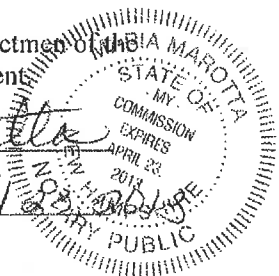
[Signature] CHARLES MC NAHON
Selectman (sign and print)

Selectmen (sign and print)

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

On this 26th day of January, 2009 personally appeared the above named selectmen of the Town of Windham, NH, known to me to be the persons described in the foregoing instrument

[Signature]
Justice of the Peace/Notary Public
My Commission expires: April 23, 2013



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT

[Signature]
Name: George M. Bald
Title: Commissioner, DRED
Duly Authorized

STATE OF NEW HAMPSHIRE
MERRIMACK, SS

On this 2nd day of FEBRUARY, 2009 personally appeared the above-named George M. Bald, Commissioner of the Department of Resources and Economic Development of the State of New Hampshire, known to me to be the person described in the foregoing instrument.

[Signature]
Justice of the Peace/Notary Public
My Commission expires: LINDA F. CORRIVEAU, Notary Public
My Commission Expires July 28, 2009

Approved as to form, substance by the Office of the Attorney General:

2/2/09
Date

[Signature]
Anthony I. Blenkinsop

ADDITIONAL INFORMATION

EASEMENT

STATE OF NEW HAMPSHIRE

TO

SPRINT-NEXTEL, COMMUNICATION EASEMENT

FIBER-OPTIC FACILITY

MANCHESTER

HILLSBOROUGH COUNTY REGISTRY

AUBURN, CANDIA, RAYMOND, EPPING, NEWFIELDS,

NEWMARKET

ROCKINGHAM COUNTY REGISTRY