

**ACQUISITION FROM  
THOMAS NASTASI, JR.**

**BENNINGTON**

**HILLSBOROUGH COUNTY REGISTRY**

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KNOW ALL MEN BY THESE PRESENTS,

THAT THOMAS NASTASI, JR., with a principal place of residence at 331 Wheatly Road, Old Westbury, New York 11568, hereinafter referred to as "Grantor", for Two Thousand Five Hundred (\$2,500.00) Dollars paid to him 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 03302-0483, hereinafter referred to as "Grantee", does hereby give, grant, bargain, sell and convey unto said Grantee, its successors and assigns, a certain piece or parcel of land situated in the Town of Bennington, County of Hillsborough, State of New Hampshire, and more particularly described as follows:

A strip of former Boston and Maine Corporation abandoned railroad property, beginning at a point designated as Station 1079+07.1; thence running generally in a northeasterly direction to a point designated as Station 1062+45 as shown on Right-of-Way and Track Map Valuation Section 34-Map 6 in the Town of Bennington, County of Hillsborough, State of New Hampshire; said parcel being located between a line measured seven (7) feet southeasterly of and parallel with the center line of track and the southeasterly railroad property line being thirty-three (33) feet southeasterly of and parallel with the center line of track; said parcel containing 43,215 square feet, more or less, or 0.99 acres, more or less and more precisely shown on a plan of: "Land in BENNINGTON, NEW HAMPSHIRE, Thomas Nastasi, Jr. to State of New Hampshire, Department of Transportation, January, 1989"; on file at the New Hampshire Department of Transportation, Bureau of Railroads; said plan has been initialled for identification by the Grantor and Grantee.

Meaning and intending to describe and convey hereby the - southeasterly, twenty-six (26) foot portion of the sixty-six (66) foot abandoned railroad property being one thousand six hundred sixty-two and one tenth (1,662.1) feet in length more or less, described in deed to Thomas Nastasi, Jr. by the Boston and Maine Corporation dated May 4, 1984, recorded at Book 3204, Page 0919, Hillsborough County Registry of Deeds.

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, their heirs and assigns, to their own use and behoof forever.

EXECUTED this 3<sup>rd</sup> day of May, 1989.

Maura J. King  
WITNESS

Thomas Nastasi, Jr.  
THOMAS NASTASI, JR.

THE STATE OF NEW YORK

COUNTY OF: Queens

On this the 3<sup>rd</sup> day of May, 1989 before me Margaret Cortazzo, the undersigned officer, personally appeared Thomas Nastasi known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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

Margaret Cortazzo  
Notary Public Justice of the Peace

MARGARET CORTAZZO  
NOTARY PUBLIC, State of New York  
No. 4898917  
Qualified in Westchester County  
Commission Expires 7/6 19 89

BK 5104 PS 1829

BN 3204 160919

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AUG 30 9 29 AM '84



KNOW ALL MEN BY THESE PRESENTS

that 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, for \$2,000.00 paid to them by THOMAS NASTASI, JR., 49 Bryant Avenue, Roslyn, New York 11576, does hereby give, grant, bargain, sell and convey unto said Thomas Nastasi, Jr., his heirs and assigns, all of its right, title and interest in and to a certain piece or parcel of land situated in Bennington, Hillsboro County, New Hampshire, and bounded and described as follows:

A strip of abandoned Railroad right-of-way, the centerline of which rund from Station 1079+07.1 in a generally northeast direction to Station 1082+45, said parcel located approximately 33 feet either side of center line of location; said parcel is also bounded on the southwest by land of Boston and Maine Corporation; on the northwest by land of Thomas Nastasi, Jr.; of the northeast by North Bennington Road, so-called; and on the southeast by land of Lawrence Southwick, land now or formerly of Boston and Maine Corporation, and land of Frank and Dawn Strout; said parcel containing approximately 109,700 square feet, or approximately 2.52 acres and being shown upon plan marked: "Land in BENNINGTON, N. H. Boston and Maine Corporation to Thomas Nastasi, Jr. June 30, 1983", to be recorded herewith.

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This conveyance is made subject to the following restriction for the benefit of other land of the grantor, to wit: that from the date hereof neither the grantor, nor its successors or assigns, shall ever be liable to the said grantee, or his heirs or assigns, or to any lessee or user of said parcel of land or of any part thereof, for any damage to any buildings or property upon the above-described premises caused by fire whether communicated directly or indirectly by or from locomotive engines upon the railroad operated by the grantor, its successors or assigns, or otherwise.

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

Excepting from this conveyance any and all overhead and/or underground facilities as are now located within the limits of the above-described parcel; and said conveyance is hereby made subject to the rights of the grantor, its successors, assigns and licensees, to maintain and use said overhead and/or underground facilities in their present location; and further, subject to the right of the grantor, its successors, assigns and licensees, to enter upon the above-described parcel from time to time and at any and all reasonable times in order to maintain, repair, replace, renew, relay and remove and use said overhead and/or underground facilities.

By the acceptance of this deed and as part consideration therefor, the grantee hereby covenants and agrees for himself, his heirs and assigns, to build and forever maintain fences

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(together with any necessary gate) suitable to the Principal Engineering Officer of the Railroad operated by the grantor, its successors and assigns, along the boundaries of said parcel which are common to the remaining land and location of the grantor, its successors and assigns, if fences are ever required in the sole and reasonable opinion of the said Principal Engineering Officer, his successors or assigns, at any time hereafter; in no event, however, shall the grantee be required to install, maintain, repair or replace any fence or fences greater in material specification than as presently exists on or contiguous to the conveyed premises; provided, however, if the said grantee, his heirs or assigns, shall fail to install and/or maintain, repair or replace said fence or fences (or gate) within sixty (60) days after having been requested and/or ordered to erect and forever maintain said fence or fences (or gate) by the Principal Engineering Officer, or his successors or assigns, then the grantor, its successors or assigns, shall have the right to install, maintain, repair or replace said fence or fences (or gate) and the grantee further covenants and agrees for himself, his heirs and assigns, that, upon the rendition of a bill for all cost and expense of installation, maintenance, repair or replacement of said fence or fences (or gate) by the grantor to the said grantee, then the grantee shall pay said bill in full within thirty (30) days from the date of receipt of such bills. The grantee further covenants and agrees that any said bill not paid within thirty (30) days shall become subject to a finance charge computed at a periodic rate of 1.5% per month applied to the previous balance after deducting any current payment, if said finance charge is lawful. If said finance charge is not lawful, then

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the finance charge shall be the highest amount chargeable under the law up to said 1.5% per month charge. If the grantee, for any reason whatsoever, fails to pay said bill with finance charge, and the grantor seeks and obtains a court judgment favorable to the grantor in the matter of payment, the grantee, his heirs and assigns, covenants and agrees to pay the grantor's reasonable legal and attorney fees and costs for related legal action.

By the acceptance of this deed and as part consideration therefor, the grantee hereby covenants and agrees for himself, his heirs and assigns, to make no use of the above-described parcel which, in the sole and reasonable opinion of the Principal Engineering Officer of the Railroad operated by the grantor, its successors and assigns, adversely affects, increases or decreases surface and/or underground drainage from or in remaining land and location of the grantor, its successors and assigns; provided, further, grantee hereby covenants and agrees for himself, his heirs and assigns, not to permit or allow either directly or indirectly, drainage to flow from the above-described parcel onto remaining land and/or location of the grantor, its successors and assigns, including, but not by way of limitation, flowing drainage from said above-described parcel onto or to existing drainage ditches or culverts located either in part or entirely upon remaining land and/or location of the grantor, its successors and assigns; provided, further, the grantee covenants and agrees for himself, his heirs and assigns, to indemnify and save harmless the grantor, its succes-

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sors and assigns, from and against any and all loss, cost, damage or expense, including, but not limited to the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to breach of the covenants contained in this paragraph.

By the acceptance of this deed and as part consideration therefor, the grantee hereby covenants and agrees for himself, his heirs and assigns, to assume any and all obligations and liabilities of the grantor, its successors and assigns, which in any way relate to fences, drainage, culverts, walls, crossings, bridges and/or structures located in whole or in part within the above-described premises, or abutting thereto, including, but not by way of limitation, Culvert No. 37,43 located at or near Sta. 1066+59, and formerly referred to as Old Culvert No. 1988.

The grantor reserves for itself, its successors and assigns, the permanent right and easement to use, from time to time and at any and all times, for purposes for which streets and ways may now or hereafter be used in the Town of Bennington, including, but not by way of limitation, installation, maintenance, use and replacement of service and utilities in that portion of the above-described parcel which runs from North Bennington Road in a generally southwesterly direction a distance of 250 feet, with full access to the grantor's remaining land.

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The covenants in this deed contained are to be covenants running with the land and are to be binding upon the grantee, his heirs and assigns, forever.

TO HAVE AND TO HOLD the above-described premises, with all the privileges and appurtenances thereto belonging to the said Thomas Nastasi, Jr., his heirs and assigns, to their own use and behoof forever.

IN WITNESS WHEREOF the said Boston and Maine Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by David A. Fink, its <sup>Chairman and</sup> ~~Chief Executive Officer~~ hereto duly authorized, this 14<sup>th</sup> day of May, 1984

BOSTON AND MAINE CORPORATION

WITNESS:

Esther J. M. Leland by David A. Fink

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this 14<sup>th</sup> day of May, 1984, before me, the undersigned officer, personally appeared David A. Fink, who acknowledged himself to be the <sup>Chairman and Chief Executive Officer</sup> ~~Chairman and Chief Executive Officer~~ of the Boston and Maine Corporation, and that as such ~~Chairman and Chief Executive Officer~~ being authorized so to do, he executed the foregoing instrument for the purposes therein contained by signing the same as said

In witness whereof I hereto set my hand and official seal.

Richard D. McLean  
Notary Public

My Commission expires: Jan. 18, 1991.

EX 3204 P00924

NATON N.H.

**Nastasi**  
**Hillsborough Cty BK 3204 pg0919**  
**Sta 1079+07.1 to Sta 1062+45**

