

**ACQUISITION FROM THE  
BOSTON AND MAINE CORPORATION**

**SALEM  
ROCKINGHAM COUNTY REGISTRY**

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BK 3817 PG 1388

**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 and 00/100 (\$1.00) Dollar plus other good and valuable consideration paid to it by the **STATE OF NEW HAMPSHIRE BUYING THROUGH ITS DEPARTMENT OF TRANSPORTATION, John Morton Building, 1 Hazen Drive, Concord, Merrimack County, New Hampshire**, (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 Salem, County of Rockingham, State of New Hampshire (hereafter referred to as the "Premises") described as follows:

**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 excepts from this conveyance and reserves unto itself, its successors and assigns, a permanent, non-exclusive right of way and through the Premises, a fifteen (15) ft. wide strip of land located seven and one half (7 1/2) feet on either side of the existing fiber optic 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 or existing or hereafter devised, including such poles, pipes, wires, fibers, fiber optic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"), together with the right of access to 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 and Grantor may freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. Provided further that the Grantor shall: (a) provide the Grantee with sixty 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

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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 has been paved, to a suitable backfilled and repaved condition. The plan and construction schedule identified in (c) above shall be based on the location, schedule and methodology that least impacts upon the Grantee's use of the premises for any and all purposes, including but not limited to active railroad operations, interim recreational uses, and the State's non-exclusive use of this easement area for telecommunication purposes. By the acceptance of this deed and as part consideration therefore, the Grantee hereby covenants and agrees for itself, its successors and assigns, to recognize this Telecommunications Easement 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 acknowledges 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.

3. The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.
4. ~~The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.~~
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.

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6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to irrevocably waives, gives up and renounces any and all claims or causes of action against the Grantor in respect of claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, *et seq.*, as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.
7. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.~~
8. ~~This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.~~
9. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless 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 any breach of the foregoing covenant.~~
10. ~~The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.~~

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- 11 Whenever used in this deed, the term "Grantor" shall not only refer to the BOSTON AND MAINE CORPORATION, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case maybe.
- 12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

IN WITNESS WHEREOF, the said BOSTON AND MAINE CORPORATION has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its Chief Executive Officer, thereunto duly authorized this 25<sup>th</sup> day of July 2002.

GRANTOR:  
BOSTON AND MAINE CORPORATION

[Signature]  
Witness

By: [Signature]  
David A. Fink, Chief Executive Officer



GRANTEE:  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

[Signature]  
Witness

By: [Signature]  
Asst. Commissioner

APPROVED AND ACCEPTED:  
STATE OF NEW HAMPSHIRE  
OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
AAG  
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COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 25, 2002

Then personally appeared the above-named David A. Fink, the Chief Executive Officer of the BOSTON AND MAINE CORPORATION and acknowledged the foregoing release deed to be his free act and deed and the free act and deed of said BOSTON AND MAINE CORPORATION, before me.

*James J. Primeau*  
Notary Public

My Commission Expires: *March*



STATE OF NEW HAMPSHIRE

MERRIMACK, ss.

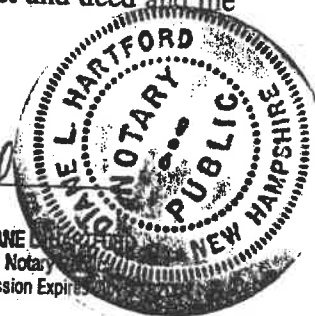
July 29, 2002

Then personally appeared *GILBERT REEBS* the *ASST. Commissioner* of *NH DOT* and acknowledged the foregoing release deed to be his/her free act and deed and the free act and deed of said *NH DOT*, before me.

*Diane L. Hartford*  
Notary Public:

My Commission Expires:

DIANE L.  
Notary  
My Commission Expires:



BK 3817 PG 1393

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

1617+19 Spickett R.

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

Beginning at a point designated as Engineering Station 1617+19 on Federal Valuation Plan 10, Map 1;

Thence running in a northerly direction and terminating at a point designated as Engineering Station 1772+55 and being the westerly sideline of Old Rockingham Road as shown on said Federal Valuation Plan 10, Map 4;

Said parcel containing a total area of about 855,593 square feet, more or less, or about 19.64 acres more or less.

Said tracts include the entire width of said portion of said rail line including all appurtenances thereto and all fixtures attached or affixed thereon. Said right-of-way parcels run generally northerly direction and are more particularly defined as shown outlined within heavy dashed lines ( — — — — — ) as shown on federal valuation plans on file with the Chief Engineer of the Boston and Maine Corporation, Iron Horse Park, North Billerica, Massachusetts and the State of New Hampshire, Department of Transportation, Bureau of Rail and Transit, 1 Hazen Drive, Concord, NH 03302.

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**BOSTON AND MAINE CORPORATION**

**Secretary's Certificate**

July 29, 2002

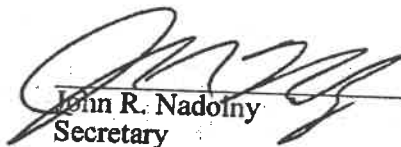
I, John R. Nadolny, being the duly appointed and presently serving Secretary of Boston and Maine Corporation (the "Corporation"), hereby certify that the following votes were unanimously adopted by the directors of the Corporation at a meeting duly noticed and called for such purpose on July 25, 2002:

**VOTED:** That the Corporation sell, assign, transfer and convey to the State of New Hampshire, Department of Transportation, a portion of the so-called Manchester and Lawrence Branch, containing approximately 19.64 acres, more or less, of land located in Salem, County of Rockingham, State of New Hampshire, for the consideration of Two Million and no/100 (\$2,000,000.00) Dollars.

**VOTED:** That David A. Fink, Chief Executive Officer of the Corporation, is hereby authorized, empowered and directed, on behalf of and in the name of the Corporation, to execute, seal and deliver such agreements of sale, deeds, certificates and other instruments as he may deem necessary, appropriate or convenient to effect the transactions contemplated by the foregoing vote and that all actions taken in furtherance of said transaction prior to the date hereof are hereby ratified, approved, confirmed and adopted in all respects.

I hereby further certify that the foregoing votes remain in full force and effect as of the date hereof, and that they have not been modified, amended or revoked.

WITNESS my hand and seal of the Corporation this 29<sup>th</sup> day of July, 2002.

  
John R. Nadolny  
Secretary

