ACQUISITION FROM THE BOSTON AND MAINE CORPORATION RAILROAD BRIDGES

CHESHIRE COUNTY REGISTRY
COOS COUNTY REGISTRY
GRAFTON COUNTY REGISTRY
MERRIMACK COUNTY REGISTRY
ROCKINGHAM COUNTY REGISTRY
STRAFFORD COUNTY REGISTRY

RELEASE DEED AND COVENANT

FOR CONSIDERATION PAID and in full consideration of One Dollar, the BOSTON AND MAINE CORPORATION, corporation organized under the laws of the State of Delaware with a place of business at Iron Horse Park, North Billerica, Commonwealth of Massachusetts (hereinafter, the "Grantor") hereby RELEASES UNTO the STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, of John O. Morton Building, P.O. Box 483, Concord, State of New Hampshire, its successors and assigns (hereinafter the "Grantee"), all of its right, title and interest in and to forty-two several highway bridges now or formerly over and adjacent to land of the Grantor located within the State of New Hampshire, all as more particularly described in an Exhibit "A" which is annexed hereto and made a part hereof (hereinafter the "Bridges"). The Bridges are conveyed together with all foundations, slopes, abutments, structures, and substructures appurtenant thereto and used in connection therewith. The Bridges are conveyed subject to the rights of all licensees and third parties therein, if any, and Grantor makes no warranties in respect to the title thereto.

Furthermore, the said Bridges are conveyed "AS IS" and the Grantor makes no warranties in respect to them whatsoever. The Grantor expressly disclaims any and all warranties as to "merchantability", fitness for the Grantee's particular purposes, usability, or structrural integrity. By the acceptance hereof, the Grantee assumes all risk of loss arising out of any defects in said Bridges arising on or after the date of this deed.

The Grantor also hereby RELEASES UNTO the Grantee a limited right of entry upon its land adjacent to and/or under the Bridges for the purpose of repairing and maintaining them. This limited right of entry is granted subject to the following terms and conditions:

- 1. Prior to the Grantee's commencement of any repair or maintenance work upon the Bridges (hereinafter "Project"), the Grantee shall:
- (a) Provide the Grantor with ten (10) day's notice of Grantee's intention to commence any Project and, subsequently, ten (10) day's notice of any intention to suspend any such Project for a period exceeding three (3) consecutive days.
- (b) Require any State contractor to obtain a Railroad Protective Liability Insurance policy or policies, in form and amounts reasonably acceptable to the Grantor, and deiver the original policy or policies of the same to the Grantor no later than ten (10) days prior to the commencement of any such Project.
- (c) Furnish the Grantor with a complete and detailed description of the Project, including any applicable plans and construction schedule.
- (d) Enter into a negotiated Railroad Service Agreement concerning any maintenance or repair work undertaken by State forces, except for mainenance and repair work of an emergency nature.
- 2. The Grantee shall observe the following affirmative and negative covenants during the continuation of

any Project or any other exercise of the limited right of entry hereinabove granted:

- (a) The Grantee shall perform any Project in accordance with the description furnished to the Grantor as hereinabove provided.
- (b) The Grantee, including its representatives, agents or employees, shall not, at any time, except with prior written approval of the Grantor or its authorized agent, enter upon the Grantor's land or perform any such Project without the presence at the Project site of a duly qualified foreman, inspector, or flagman assigned by the Grantor or its affiliates.
- (c) The Grantee shall permit to enter upon the Grantor's land and perform any such Project only those agents, contractors, and/or subcontractors having sufficient engineering and construction expertise and financial ability.
- 3. The railroad and telecommunication transmission operations of the Grantor and its affiliates, in general and in running through the Grantor's land in particular, shall have priority over the performance of any Project. The Grantee hereby agrees that any Project shall be performed only at such hours and times as do not interfere with railroad and telecommunications operations. It is understood and hereby agreed that the Grantee may suffer delays and increased costs due to said priority of the Grantor's operations.

BK 1408 PG 0408

The Grantee hereby covenants with the Grantor, its successors, affiliates and assigns to assume, and hereby does assume any and all maintenance or other obligations of the Grantor in respect to the Bridges.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals upon this Release Deed and Covenant on the 30th day of December, 1988.

BOSTON AND MAINE CORPORATION

Withess

y (<u>Varin</u>

David A. Fink, President

STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

Victorias (Mulls

By: W. J. Hetcher

Number two of seven identical counterparts.

DY I HODEPORTA

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 30, 1988

Then personally appeared the above-named David A. Fink, President of the Boston and Maine Corporation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Boston and Maine Corporation, before me

Notary Public

My Commission Expires

STATE OF NEW HAMPSHIRE

Merremick , ss.

December 30 , 1988

Then personally appeared the above-named W.J. Ilethu, the Western Community of the State of New Hampshire, Department of Transportation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the same.

Notary Public

My Commission Expires:

GALIDDA H. ETIDUM, Hotary Public Lly Committee Expires February 4, 1992

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EXHIGH "A"

BALLON & MAINE RAILEDAD BRIDGES

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		RAILROAD BRIDGES	20		BK	•
SAILROAD OWNED - RAILRO	- RAILEGAD HAINTAINED				14	= 1
NEIGE	CARGIED	Intersect	BK. NUMBER	MAINTENANCE.	08 PG	R.R. MC
ANDOVER	N.H. HTE. 11	B & M RAILROAD	153110	KAILROAD	0	58.37
ANDOVER	N.H. RTE, 11	B & M RAILROAD	206137	KALLRUAD & STATE	4	95.79
AUBURN	HOOKSETT RD.	B & M KATLKDAD	971050	KAILKOAD & STATE	0	33.15
HOSFALEN	DEPOT ST.	B & M RAILROAD	131083	RALLROAD		82.64
CANAAN	U.S. RTE. 4	B & M RALLROAD	187075	RAILROAD & STATE		124.69
DANBURY	U.S. RTE. 4	B & M RAILROAD	156104	RAILROAD		111.18
DANBURY	U.S. RTE. 4	B & M KAILROAD	178031	KALLROAD & STATE		105.83
DOVER	-N.H. KTE. 9	B & M RAILROAD	109106			65.70
DUFUIAH	OLD U.S. RTE. 4	B & M RAILROAD	695121	48		61.67
EAST KINCCTON	N.H. HTE. 107A	B & M RAILROAD	061064	KAILKUAD & STATE		14.55
PNFIELD	South ST.	B & M RAILROAD	084155	RALLKUAD		111.75
PITZWILLIAN	N.H. RTE. 119	B & M RAILEGAD	106093			73.20
CHAFTON	U.S. KTE. 4	B & M KAILKOAD	130094	RAILROAD & STATE		118.46
CREENLAND	BREAKFAST HILL RD.	B & M RATLKOAD	142065			51.45
HAMPTON	U.S. KTE. 1 S.B.	B & M RAILROAD	162112	ري		45.84
HAMPTON	U.S. RTE. 1	B & M RAILROAD	163184	৺ই		47.70
LANDAFF	U.S. 302/N.H. 10	B & M RAILRUAD	075177	RAILROAD & STATE		102.77
LEBANON	PAYNE RD.	B & M RAILROAD	192125	KAILROAD		134.47
HADBURY	N.H. RTE, 155	B & H RAILROAD	114084	KAILHOAD & STATE		63.84
NEWF IELDS	N.H. RTE. 85	B & M RATERIGAD	125065			54.55
NEUFIELDS	N.H. RTE, 108	B & M RAILROAD	127081	KATLKOAD & STATE		5.83
NEUMARKET	N.H. RTE. 152	B & M RATLEOAD	120089			57.25
NEGWARKET	N.H. RTE. 105	B & M RAILIWAD	125054	-4		25.47
NORTH HARFTON	U.S. RTE. 1	B & M KAILKOAD	148132	KALLKOAD & STATE		45.52
NORTH HAMPTON	N.H. KTE. 101-D	B & M RAILROAD	136088	KAILROAD		48.78
OKANGE	U.S. RTE. 4	B & M RAILROAD	0.49071	RAILROAD & STATE		123,29
PLAISTOW	N.H. WFR. 125	B & M RAILROAD	110062	RAILROAD & STATE		37.31
PLAISTOW	KINGSTON KD.	B & M RAILROAD	137115	پ		38.83
PLAISTON	N.H. KTE. 121	LITTLE RIVER & KAILKOAD	105028	-5		36.47
ROLLINSFORD		I.	091085	~ 3		70.31
SEABRICHE	N.H. RTE. 286	B & M KALLIWAD	136051	KAILRGAD & STATE		41.42

BAILHOAD BRIDGES BAINE

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HAGE	CARRI ED	INTERSECT	NEWTHIN	HAINTENANCE	R.K. MC
N SACONAL N	N.H. RTE. 4A 5 11	в & м натькоаd	058103	STATE	104.54
	•	B & M RAILROAD	118095	STATE	101.63
7.		B & M KAILKOAD	139040	BLVLS	60.38
	RTE.	B & M ILATLICUAD	152104	STATE	74.12
		B & M RAILROAD	150107	STATE	0.80
	93	B & M RAILRUAD	152107	STATE	0.77
	K'TE	B & M RATLROAD	101650	STATE	147.72
	RTE	B & N HAILROAD	095112	STATE	106.15
	N.H. KTE. 12	B & M RAILROAD	082040	STATE	56.03
	RTE	B & N RAILROAD	096091	STATE	81.62
OLE	RTE	B & M RAILROAD	208060	STATE	105.86

Number of bridges on page 1: 32
Number of bridges on page 2: 11

Total bridges:

43

RELEASE DEED AND COVENANT

FOR CONSIDERATION PAID and in full consideration of One (\$1.00) Dollar, the BOSTON AND MAINE CORPORATION, a corporation organized under the laws of the State of Delaware with a place of business at Iron Horse Park, North Billerica, Commonwealth of Massachusetts (hereinafter, the "Grantor") hereby RELEASES UNTO the STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, of John O. Morton Building, P.O. Box 483, Concord, State of New Hampshire, its successors and assigns (hereinafter the "Grantee"), all of its right, title and interest in and to forty-two several highway bridges now or formerly over and adjacent to land of the Grantor located within the State of New Hampshire, all as more particularly described in an Exhibit "A" which is annexed hereto and made a part hereof (hereinafter the "Bridges"). The Bridges are conveyed together with all foundations, slopes, abutments, structures, and substructures appurtenant thereto and used in connection therewith. The Bridges are conveyed subject to the rights of all licensees and third parties therein, if any, and Grantor makes no warranties in respect to the title thereto.

Furthermore, the said Bridges are conveyed "AS IS" and the Grantor makes no warranties in respect to them whatsoever. The Grantor expressly disclaims any and all warranties as to "merchantability", fitness for the Grantee's particular purposes, usability, or structrural integrity. By the acceptance hereof, the Grantee assumes all risk of loss arising out of any defects in said Bridges arising on or after the date of this deed.

The Grantor also hereby RELEASES UNTO the Grantee a limited right of entry upon its land adjacent to and/or under the Bridges for the purpose of repairing and maintaining them. This limited right of entry is granted subject to the following terms and conditions:

- I. Prior to the Grantee's commencement of any repair or maintenance work upon the Bridges (hereinafter "Project"), the Grantee shall:
- (a) Provide the Grantor with ten (10) day's notice of Grantee's intention to commence any Project and, subsequently, ten (10) day's notice of any intention to suspend any such Project for a period exceeding three (3) consecutive days.
- (b) Require any State contractor to obtain a Railroad Protective Liability Insurance policy or policies, in form and amounts reasonably acceptable to the Grantor, and deiver the original policy or policies of the same to the Grantor no later than ten (10) days prior to the commencement of any such Project.
- (c) Furnish the Grantor with a complete and detailed description of the Project, including any applicable plans and construction schedule.
- (d) Enter into a negotiated Railroad Service Agreement concerning any maintenance or repair work undertaken by State forces, except for mainenance and repair work of an emergency nature.
- 2. The Grantee shall observe the following affirmative and negative covenants during the continuation of

any Project or any other exercise of the limited right of entry hereinabove granted:

- (a) The Grantee shall perform any Project in accordance with the description furnished to the Grantor as hereinabove provided.
- (b) The Grantee, including its representatives, agents or employees, shall not, at any time, except with prior written approval of the Grantor or its authorized agent, enter upon the Grantor's land or perform any such Project without the presence at the Project site of a duly qualified foreman, inspector, or flagman assigned by the Grantor or its affiliates.
- (c) The Grantee shall permit to enter upon the Grantor's land and perform any such Project only those agents, contractors, and/or subcontractors having sufficient engineering and construction expertise and financial ability.
- 3. The railroad and telecommunication transmission operations of the Grantor and its affiliates, in general and in running through the Grantor's land in particular, shall have priority over the performance of any Project. The Grantee hereby agrees that any Project shall be performed only at such hours and times as do not interfere with railroad and telecommunications operations. It is understood and hereby agreed that the Grantee may suffer delays and increased costs due to said priority of the Grantor's operations.

The Grantee hereby covenants with the Grantor, its successors, affiliates and assigns to assume, and hereby does assume any and all maintenance or other obligations of the Grantor in respect to the Bridges.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals upon this Release Deed and Covenant on the 30th day of December, 1988.

BOSTON AND MAINE CORPORATION

Winess

By: Land G. tink David A. Fink, President

STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

Witness Witness

By: W. J. Fletcher

Number four of seven identical counterparts.

Middlesex, ss.

December 30, 1988

Then personally appeared the above-named David A. Fink, President of the Boston and Maine Corporation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Boston and Maine Corporation, before me

Notary Public

My Commission Expires

STATE OF NEW HAMPSHIRE

Merinsek, ss.

December 3, 1988

Then personally appeared the above-named W.A. Alekker, the State of New Hampshire, Department of Transportation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the same.

Notary Public

My Commission Expires:

SANDRA H. DROUM, Noticy Public My Commission Expires February 4, 1992

RAILROAD BRIDGES

RATEROAD OWNED - RATEROAD MAINTAINED

ANDOVER ANDOVER ANDOVER ANDOVER BOSCAWEN CANAAN DEPOT ST. CANAAN DEPOT ST. CANAAN U.S. RTE. DANBURY DANBURY DANBURY DANBURY U.S. RTE. OLD U.S. RTE. OLD U.S. EAST KINCCTON N.H. RTE. FITZVILLIAM CREENLAND FITZVILLIAM GRAFTON U.S. RTE. GRAFTON HAMPTON HAMPTON WADBURY HAMPTON WADBURY NEWFIELDS NEWFIELDS NEWFIELDS NEWFIELDS NEWFIELDS NEWFIELDS NEWFIELDS NEWFIELDS N.H. RTE. NORTH HAMPTON ORANGE PLAISTOW PLAISTOW PLAISTOW PLAISTOW PLAISTOW PLAISTOW PLAISTON N.H. RTE. RTE. NORTH HAMPTON N.H. RTE. NORTH HAMPTON N.	TOTAL
E. 11 E. 11 E. 11 E. 11 F RD. F RD. F. 302 F. 4 E. 4 E. 4 E. 4 E. 107A E. 107A E. 107A E. 107A E. 108 E. 155 E. 108 E. 109 E. 101-D E. 4 E. 121 E. 122 E. 12	
B & M RAILROAD	INTERSECT
153110 206137 090146 188123 117075 156104 178091 109106 095121 061064 084155 106093 130094 142065 162112 1631184 075177 192129 114084 125065 127081 120089 125054 148132 136088 049071 110062 105028	BR. NIMINER
RAILROAD RAILROAD & STATE	MAINTENANCE
\$95.37 \$55.79 13.15 65.76 111.18 105.83 65.70 61.67 44.55 131.75 77.20 118.46 51.45 45.84 47.70 102.77 134.47 63.84 54.59 54.59 54.59 54.59 102.77 134.47 63.84 54.59 103.83 57.25 55.47 49.52 48.78 123.29 170.31 38.83 36.47	R.R. NO.

BOSTON & MAINE RALLEDGES

RAILROAD OWNED - STATE MALNTAINED	ATE MAINTAINED				
RHOL	CARILIED	INTERSECT	NARATA	HAINTENANCE	R.K. HC
ANDOVER	N.H. RTE. 4A & 11	B & M HAILROAD	058103	STATE ·	104.54
ANDOVER		B & M WAILROAD	118095	STATE	101.63
BOSCAULN	N.H. KTE. 4	B & M KATLKOAD	135040	STATE	80.38
CONCORD	RTE.	CAN HATEROAD	152104	STATE	74.12
CONCORD	N.H. RTE. 202	B & H RAILROAD	150107	STATE	0.80
CONCORD	RTE. 93 (RAMP)	B & M RAILRÚAD	152107	STATE	0.77
COBHAM	N.H. KTE. 2	U & M RAILROAD	. 049101	STATE	147.72
LISEGN	N.H. RTE 302	B & H RAILROAD	095112	STATE	106.15
SURRY	N.H. KTE. 12	B & M RAILIWAD	082040	STATE	58.03
YOHT		B & N HATLROAD	096091	STATE	81.62
MALPOLE	N.H. RTE. 12	B & H RAILROAD	208060	STATE	105.86

RECEIVEDS
92 MAY 12 PM 2: 17
6RAFTON COUNTY
REGISTRY OF DEEDS

Number of bridges on page 1: Number of bridges on page 2:

32

43

Total bridges:

RELEASE DEED AND COVENANT

FOR CONSIDERATION PAID and in full consideration of One (\$1.00)Dollar, the BOSTON ANDMAINE CORPORATION, corporation organized under the laws of the State of Delaware with a place of business at Iron Horse Park, North Billerica, Commonwealth of Massachusetts (hereinafter, the "Grantor") hereby RELEASES UNTO the STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, of John O. Morton Building, P.O. Box 483, Concord, State of New Hampshire, its successors and assigns (hereinafter the "Grantee"), all of its right, title and interest in and to forty-two several highway bridges now or formerly over and adjacent to land of the Grantor located within the State of New Hampshire, all as more particularly described in an Exhibit "A" which is annexed hereto and made a part hereof (hereinafter the "Bridges"). The Bridges are conveyed together with all foundations, slopes, abutments, structures, and substructures appurtenant thereto and used in connection therewith. The Bridges are conveyed subject to the rights of all licensees and third parties therein, if any, and Grantor makes no warranties in respect to the title thereto.

Furthermore, the said Bridges are conveyed "AS IS" and the Grantor makes no warranties in respect to them whatsoever. The Grantor expressly disclaims any and all warranties as to "merchantability", fitness for the Grantee's particular purposes, usability, or structrural integrity. By the acceptance hereof, the Grantee assumes all risk of loss arising out of any defects in said Bridges arising on or after the date of this deed.

The Grantor also hereby RELEASES UNTO the Grantee a limited right of entry upon its land adjacent to and/or under the Bridges for the purpose of repairing and maintaining them. This limited right of entry is granted subject to the following terms and conditions:

- 1. Prior to the Grantee's commencement of any repair or maintenance work upon the Bridges (hereinafter "Project"), the Grantee shall:
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- (b) Require any State contractor to obtain a Railroad Protective Liability Insurance policy or policies, in form and amounts reasonably acceptable to the Grantor, and deiver the original policy or policies of the same to the Grantor no later than ten (10) days prior to the commencement of any such Project.
- (c) Furnish the Grantor with a complete and detailed description of the Project, including any applicable plans and construction schedule.
- (d) Enter into a negotiated Railroad Service Agreement concerning any maintenance or repair work undertaken by State forces, except for mainenance and repair work of an emergency nature.
- 2. The Grantee shall observe the following affirmative and negative covenants during the continuation of

any Project or any other exercise of the limited right of entry hereinabove granted:

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- (b) The Grantee, including its representatives, agents or employees, shall not, at any time, except with prior written approval of the Grantor or its authorized agent, enter upon the Grantor's land or perform any such Project without the presence at the Project site of a duly qualified foreman, inspector, or flagman assigned by the Grantor or its affiliates.
- (c) The Grantee shall permit to enter upon the Grantor's land and perform any such Project only those agents, contractors, and/or subcontractors having sufficient engineering and construction expertise and financial ability.
- 3. The railroad and telecommunication transmission operations of the Grantor and its affiliates, in general and in running through the Grantor's land in particular, shall have priority over the performance of any Project. The Grantee hereby agrees that any Project shall be performed only at such hours and times as do not interfere with railroad and telecommunications operations. It is understood and hereby agreed that the Grantee may suffer delays and increased costs due to said priority of the Grantor's operations.

B3151 P1515

The Grantee hereby covenants with the Grantor, its successors, affiliates and assigns to assume, and hereby does assume any and all maintenance or other obligations of the Grantor in respect to the Bridges.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals upon this Release Deed and Covenant on the 30th day of December, 1988.

BOSTON AND MAINE CORPORATION

ву:

David A. Fink, President

STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

Witness Wolls

By: W. T. Fletcher

Number three of seven identical counterparts.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 30, 1988

Then personally appeared the above-named David A. Fink, President of the Boston and Maine Corporation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Boston and Maine Corporation, before me

Notary Public

My Commission Expires:

10/23/82

STATE OF NEW HAMPSHIRE

Merrinak, ss.

Hi December 30, 1988

Then personally appeared the above-named Whiteler, the wind Communication of the State of New Hampshire, Department of Transportation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the same.

Notary Public

My Commission Expires:

CAMBRA H. DROUGH, Makey Poblic My Commission Expired I objectly 4, 1992

B3151 P1517

EXHIBIT "A"

BOSTON & MAINE RAILROAD BRIDGES

RAILROAD OWNED - RAILROAD MAINTAINED

R.R. NO.	99.37 95.79 33.15 82.64 124.69 111.18 109.83 65.70 61.67 77.20 118.46 51.45 47.70 102.77 134.47 63.84 57.25 57.25 57.25 38.83 36.47	_
BR. NUMBER MAINTENANCE	159110 RAILROAD & STATE 206107 RAILROAD & STATE 101083 RAILROAD & STATE 101083 RAILROAD & STATE 156104 RAILROAD & STATE 109106 RAILROAD & STATE 109106 RAILROAD & STATE 095121 RAILROAD & STATE 084155 RAILROAD & STATE 084155 RAILROAD 130094 RAILROAD 142065 RAILROAD 162112 RAILROAD & STATE 142065 RAILROAD & STATE 192129 RAILROAD & STATE 120089 RAILROAD & STATE 120089 RAILROAD & STATE 120089 RAILROAD & STATE 13608 RAILROAD & STATE 137115 RAILROAD & STATE 10062 RAILROAD & STATE 10063 RAILROAD & STATE 10064 RAILROAD & STATE 10065 RAILROAD & STATE 10066 RAILROAD & STATE 10066 RAILROAD & STATE 10066 RAILROAD & STATE 10066 RAILROAD & STATE 10067 RAILROAD & STATE	
INTERSECT	ವರ್ಷ ಪ್ರಪ್ರವಾದ ಹಾಗೂ ಪ್ರಪ್ರವಾದ ಹಾಗೂ ಪ್ರಪ್ರವಾದ ಹಾಗೂ ಪ್ರಪ್ರವಾದ ಹಾಗೂ ಪ್ರಪ್ರವಾದ ಪ್ರಪ್ರವಾದ ಪ್ರಪ್ರವಾದ ಪ್ರಪ್ರವಾದ ಪ್ರವಾದ	B & M RAILROAD B & M RAILROAD B & M RAILROAD
CARRIED	N.H. RTE. 11 N.H. RTE. 11 HOOKSETT RD. DEPOT ST. U.S. RTE. 4 U.S. RTE. 4 U.S. RTE. 4 N.H. RTE. 9 OLD U.S. RTE. 4 N.H. RTE. 107A SOUTH ST. U.S. RTE. 1 U.S. RTE. 108 U.S. RTE. 1	MAIN ST. N.H. RTE. 286 N.H. RTE. 4A & 11
TOWN	ANDOVER ANDOVER AUBURN BOSCAWEN CANAAN DANBURY DOVER DURHAM EAST KINGSTON ENFIELD FITZWILLIAM GRAFTON GREENLAND HAMPTON LANDAFF LEBANON MADBURY NEWFIELDS NEWFIELDS NEWMARKET NORTH HAMPTON ORANGE PLAISTOW PLAISTOW PLAISTOW	ROLLINSFORD SEABROOK ANDOVER

EXHIBIT "A"

BOSTON & MAINE RAILROAD BRIDGES

RAILROAD OWNED - RAILROAD MAINTAINED

TOWN	CARRIED	INTERSECT	BR. NUMBER MAINTENANCE	R.R. NO.
ANDOVER BOSCAWEN CONCORD CONCORD GORHAM LISBON SURRY TROY	N.H. RTE. 4 N.H. RTE. 4 N.H. RTE. 202 N.H. RTE. 202 RTE. 93 (RAMP) N.H. RTE. 2 N.H. RTE. 12 N.H. RTE. 12 N.H. RTE. 12 N.H. RTE. 12	B & M RAILROAD	118096 STATE 139040 STATE 152104 STATE 150107 STATE 152107 STATE 049101 STATE 095112 STATE 085040 STATE 208060 STATE	101.60 60.38 74.12 0.80 0.77 147.72 106.19 98.03 81.82
Number of bridges on page 1: Number of bridges on page 2:	.: 32 :: 10		E	

42

Total bridges:

RELEASE DEED AND COVENANT

FOR CONSIDERATION PAID and in full consideration of One (\$1.00)Dollar, the BOSTON AND MAINE CORPORATION, corporation organized under the laws of the State of Delaware with a place of business at Iron Horse Park, North Billerica, Commonwealth of Massachusetts (hereinafter, the "Grantor") hereby RELEASES UNTO the STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, of John O. Morton Building, P.O. Box 483, Concord, State of New Hampshire, its successors and assigns (hereinafter the "Grantee"), all of its right, title and interest in and to forty-two several highway bridges now or formerly over and adjacent to land of the Grantor located within the State of New Hampshire, all as more particularly described in an Exhibit "A" which is annexed hereto and made a part hereof (hereinafter the "Bridges"). The Bridges are conveyed together with all foundations, slopes, abutments, structures, and substructures appurtenant thereto and used in connection therewith. The Bridges are conveyed subject to the rights of all licensees and third parties therein, if any, and Grantor makes no warranties in respect to the title thereto.

Furthermore, the said Bridges are conveyed "AS IS" and the Grantor makes no warranties in respect to them whatsoever. The Grantor expressly disclaims any and all warranties as to "merchantability", fitness for the Grantee's particular purposes, usability, or structrural integrity. By the acceptance hereof, the Grantee assumes all risk of loss arising out of any defects in said Bridges arising on or after the date of this deed.

The Grantor also hereby RELEASES UNTO the Grantee a limited right of entry upon its land adjacent to and/or under the Bridges for the purpose of repairing and maintaining them. This limited right of entry is granted subject to the following terms and conditions:

- 1. Prior to the Grantee's commencement of any repair or maintenance work upon the Bridges (hereinafter "Project"), the Grantee shall:
- (a) Provide the Grantor with ten (10) day's notice of Grantee's intention to commence any Project and, subsequently, ten (10) day's notice of any intention to suspend any such Project for a period exceeding three (3) consecutive days.
- (b) Require any State contractor to obtain a Railroad Protective Liability Insurance policy or policies, in form and amounts reasonably acceptable to the Grantor, and deiver the original policy or policies of the same to the Grantor no later than ten (10) days prior to the commencement of any such Project.
- (c) Furnish the Grantor with a complete and detailed description of the Project, including any applicable plans and construction schedule.
- (d) Enter into a negotiated Railroad Service Agreement concerning any maintenance or repair work undertaken by State forces, except for mainenance and repair work of an emergency nature.
- 2. The Grantee shall observe the following affirmative and negative covenants during the continuation of

any Project or any other exercise of the limited right of entry hereinabove granted:

- (a) The Grantee shall perform any Project in accordance with the description furnished to the Grantor as hereinabove provided.
- (b) The Grantee, including its representatives, agents or employees, shall not, at any time, except with prior written approval of the Grantor or its authorized agent, enter upon the Grantor's land or perform any such Project without the presence at the Project site of a duly qualified foreman, inspector, or flagman assigned by the Grantor or its affiliates.
- (c) The Grantee shall permit to enter upon the Grantor's land and perform any such Project only those agents, contractors, and/or subcontractors having sufficient engineering and construction expertise and financial ability.
- 3. The railroad and telecommunication transmission operations of the Grantor and its affiliates, in general and in running through the Grantor's land in particular, shall have priority over the performance of any Project. The Grantee hereby agrees that any Project shall be performed only at such hours and times as do not interfere with railroad and telecommunications operations. It is understood and hereby agreed that the Grantee may suffer delays and increased costs due to said priority of the Grantor's operations.

The Grantee hereby covenants with the Grantor, its successors, affiliates and assigns to assume, and hereby does assume any and all maintenance or other obligations of the Grantor in respect to the Bridges.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals upon this Release Deed and Covenant on the 30th day of December, 1988.

BOSTON AND MAINE CORPORATION

Marela Hytle-Zuna

By David A. Fink, President

STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

Muhael Males

By: W. L. Hetcher

Number five of seven identical counterparts.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 30, 1988

Then personally appeared the above-named David A. Fink, President of the Boston and Maine Corporation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Boston and Maine Corporation, before me

Notary Public Jun Byron CARCOLL
My Commission Expires: 4/12/9/

STATE OF NEW HAMPSHIRE

Nevennek, ss.

December 30, 1988

Then personally appeared the above-named of flatch., the Assistant Annuary the State of New Hampshire, Department of Transportation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the same.

Notary Public

My Commission Expires:

SANDRA H. DROUIN, Natury Public My Commission Expires February 4, 1992

BK | 606 PG 0 | 65

9910

BOSTON & MAINE RAILROAD BRIDGES

EXHIBIT "A"

ATERDAD OWNED - RATERDAD MAINTAINED

	CARRIED	Intersect	BR. NUMBER	MAINTENANCE	R.R. NO.
		2	() () () ()	,	
	Note Hills 11	E :	DITECT		59.37
	N.H. RTE. 11	ð	206137	KALLROAD & STATE	95.79
	HOOKSETT RD.		030146	RAILROAD & STATE	33,15
XXXXXXXXXXX	KARTIKKTTXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	kadaaja nneen een een een een een een een een e	XXXXXXXXXX
	DEPOT ST.	B & M RAILROAD	131083	RAJEROAD	82.64
	U.S. RTE. 4	B & M RAILROAD	187075	RAILROAD & STATE	124.69
	U.S. RTE. 4	B & M RAILROAD	. 156104	RAILROAD	111.18
	U.S. RTE. 4	B & M RAILROAD	178091	RAILROAD & STATE	109.83
	N.H. RTE. 5	B & M RAILROAD	109106	RAILROAD & STATE	65.70
	OLD U.S. RTE. 4	B & M RAILROAD	695121	RAILROAD & STATE	61.67
EAST KINGCTON	N.H. R'TE. 107A	B & M RAILROAD	061064	RAILROAD & STATE	144.55
	SOUTH ST.	B & M RAILROAD	084155	RAILROAD	131.75
PITZVILLIAN	N.H. RTE. 119	B & M RAILROAD	106093	KAILROAD	73,20
	U.S. RTE. 4	B & M RAILROAD	130094	RAILROAD & STATE	118,46
	BREAKFAST HILL RD.	B & M RATLROAD	142065	KAILKOAD	51.45
	u.s. RTE. 1 S.B.	B & M RAILROAD	162112	RAILROAD & STATE	45.84
	U.S. RTE. 1	B & M RAILROAD	163184	RAILROAD & STATE	47.70
	U.S. 302/N.H. 10	B & M RAILROAD	075177	RAILROAD & STATE	102.77
	PAYNE RD.	B & M RAILROAD	192129	KAILROAD	134.47
	N.H. RTE. 155	B S H RAILROAD	114084	RAILROAD & STATE	63.84
	N.H. RTE. 85	B & M RATLROAD	125065	RAILHOAD	54.59
	N.H. RTE. 108	B & M RAILROAD	127081	KAILROAD & STATE	9.83
		B & M RATEROAD	120089	RATLROAD	57.25
	N.H. RTE. 108	B & M RAILRUAD	125054	RAILROAD & STATE	55.47
NORTH HAMPTON	U.S. RTE. 1	B & M RAILROAD	148132	RAILROAD & STATE	49.92
NORTH HAMPTON	N.H. RTE. 101-D	B & M RAILROAD	136088	RAILROAD	48.78
	U.S. RTE. 4	B & M RAILROAD	049071	RAILROAD & STATE	123.29
	N.H. RTE. 125	B & M KAICROAD	110062	RAILROAD & STATE	37,31
	KINGSTON RD.	B & M RAILROAD	137115	RAILROAD & STATE	38,83
		LITTLE RIVER & RAILROAD	105028	RAILROAD & STATE	36.47
ROLLINSFORD	MAIN S'F.	B & M RAILROAD	091085	KATLROAD & STATE	70.31
	N.H. KTE. 286	B & M KAILKUAD	136051	RAILROAD & STATE	41.42

BK 1606 PG 0 167

DOSTON & MAINE RAILROAD BRIDGES

RAILROAD OWNED - STATE MAINTAINED

	CARRIED	INTERSECT	NUMBER	MAINTENANCE	R.K. NO.
_	H. RTE. 4A \$ 11	B & M HAILROAD	058103	STATE	104.54
	n. RTE. 4	B & M RAILROAD	118095	STATE	101.03
	H. RTE. 4	B & M KAILKOAD	139040	STATE	60.38
	M. RTE. 202	B & M RATLRUAD	152104	STATE	74.12
	II. RTE. 202	B & M RAILHOAD	150107	STATE	0.80
	'E. 93 (KAMP)	B & M RAILRUAD	152107	STATE	0.77
	H. KTE. 2	B & M RAILHOAD	049101	STATE	147.72
	H. RTE 302	B & M RAILROAD	095112	STATE	106.15
	N.H. KTE. 12	B & M RAILROAD	082040	STATE	58.03
	H. RTE. 12	B & M RAILROAD	160960	STATE	81.62
NALFOLE	H. RTE. 12	B & M RAILROAD	208060	STATE	105.86

Number of bridges on page 1: Number of bridges on page 2:

Total bridges:

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