

**ACQUISITION FROM THE  
MAINE CENTRAL RAILROAD  
RAILROAD BRIDGES**

**STATEWIDE  
CARROLL COUNTY REGISTRY**

RELEASE DEED AND COVENANT

FOR CONSIDERATION PAID and in full consideration of One (\$1.00) Dollar, the MAINE CENTRAL RAILROAD COMPANY, a corporation organized under the laws of the State of Maine with a place of business at Rigby Road West, P.O. Box 9701, Portland, Maine (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 one highway bridge over and adjacent to land of the Grantor located within the State of New Hampshire, which is more particularly described in an Exhibit "A" which is annexed hereto and made a part hereof (hereinafter the "Bridge"). The Bridge is conveyed together with all foundations, slopes, abutments, structures, and substructures appurtenant thereto and used in connection therewith. The Bridge is 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 Bridge is conveyed "AS IS" and the Grantor makes no warranties in respect to it whatsoever. The Grantor expressly disclaims any and all warranties as to "merchantability", fitness for the Grantee's particular purposes, usability, or structural integrity. By the acceptance hereof, the Grantee assumes all risk of loss arising out of any defects in said Bridge arising on or after the date of this deed.

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*Juan & Brackles*

REGISTER OF DEEDS

RECEIVED  
CARROLL COUNTY  
REGISTER

BK 1484 PG 412

The Grantor also hereby RELEASES UNTO the Grantee a limited right of entry upon its land adjacent to and/or under the Bridge for the purpose of repairing and maintaining it. 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 Bridge (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 deliver 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 maintenance 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 Bridge.

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.

MAINE CENTRAL RAILROAD  
COMPANY



[Signature]  
Witness

By: [Signature]  
David A. Fink, its  
President

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

[Signature]  
Witness

By: [Signature]

Number two of two identical counterparts.

BK 1484 PG 415

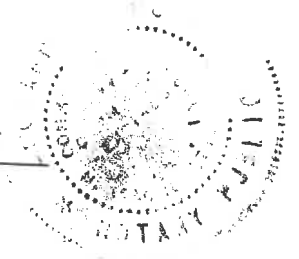
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 30, 1988

Then personally appeared the above-named David A. Fink as he is the President of the Maine Central Railroad Company and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Maine Central Railroad Company, before me

*[Signature]*  
Notary Public  
My Commission Expires:  
*1992*



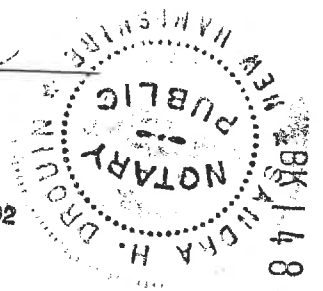
STATE OF NEW HAMPSHIRE

Merrimack, ss.

December <sup>th</sup> 30, 1988

Then personally appeared the above-named W.L. Fletcher, the Assistant Commissioner 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.

*[Signature]*  
Notary Public  
My Commission Expires:  
SANDRA H. DROUIN, Notary Public  
My Commission Expires February 4, 1992



BK 1484 PG 416

EXHIBIT "A"

That certain highway bridge over land of the Maine Central Railroad Company which is located in Bartlett, New Hampshire and numbered, according to the system of the State of New Hampshire, no. 188123 and numbered, according to the system of the Maine Central Railroad Company, no. 66.58. The said bridge carries New Hampshire Route 302 over said land of the Maine Central Railroad Company.

MAINE CENTRAL RAILROAD COMPANY

Directors' Unanimous Written Consent to  
Action Without Meeting

as of December 30, 1988

The undersigned, being all of the directors of the  
Maine Central Railroad Company (the "Corporation"), do  
hereby consent to the adoption of the following votes:

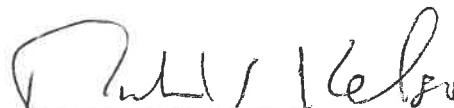
VOTED: That the Corporation assign, sell, transfer  
and convey to the State of New Hampshire the  
bridge which carries New Hampshire Route 302  
over the property, tracks and right-of-way of  
the Corporation located in Bartlett, New  
Hampshire, also known as the Corporation's  
Bridge #66.58, and also known as the State of  
New Hampshire's Bridge #188123.

VOTED: That David A. Fink, president of the  
Corporation, be and he hereby is authorized,  
empowered and directed, on behalf of and in  
the name of the Corporation, to execute, seal  
and deliver such deeds, certificates or other  
instruments and to take such action as he may  
deem necessary, appropriate or convenient to  
effect the transaction contemplated by the  
foregoing vote.

Executed as of the date set forth above.

  
\_\_\_\_\_  
Timothy Mellon

  
\_\_\_\_\_  
David A. Fink

  
\_\_\_\_\_  
Richard S. Kelso



BOSTON & MAINE  
RAILROAD BRIDGES

RAILROAD OWNED - STATE MAINTAINED

TOWN	CARRIED	INTERSECT	NUMBER	MAINTENANCE	R.K. NO.
ANDOVER	N.H. RTE. 4A & 11	B & M RAILROAD	058103	STATE	104.54
ANDOVER	N.H. RTE. 4	B & M RAILROAD	118095	STATE	101.63
BOSCOWEN	N.H. RTE. 4	B & M RAILROAD	139040	STATE	60.38
CONCORD	N.H. RTE. 202	B & M RAILROAD	152104	STATE	74.12
CONCORD	N.H. RTE. 202	B & M RAILROAD	150107	STATE	0.80
CONCORD	RTE. 93 (RAMP)	B & M RAILROAD	152107	STATE	0.77
COBHAM	N.H. RTE. 2	B & M RAILROAD	049101	STATE	147.72
LISEON	N.H. RTE 302	B & M RAILROAD	095112	STATE	106.15
SURRY	N.H. RTE. 12	B & M RAILROAD	082040	STATE	58.03
TROY	N.H. RTE. 12	B & M RAILROAD	096091	STATE	81.52
WALPOLE	N.H. RTE. 12	B & M RAILROAD	208060	STATE	105.86

Number of bridges on page 1: 31

Number of bridges on page 2: 11

Total bridges: 42