

**ACQUISITION FROM THE
MAINE CENTRAL RAILROAD**

**WHITEFIELD, NH TO LUNENBURG, VT
LUNENBURG, VT TOWN CLERK**

RELEASE DEED

MAINE CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Maine, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of Three Hundred Ninety One Thousand and 00/100 (\$391,000.00) Dollars and Other Valuable Consideration paid to it by **STATE OF NEW HAMPSHIRE BUYING THROUGH ITS DEPARTMENT OF TRANSPORTATION, John Morton Building, 1 Hazen Drive, Concord, Merrimack County, New Hampshire 03302** (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 the Town of Lunenburg, County of Essex, State of Vermont, (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 center line of the Premises 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 ten 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 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 back-filled and repaved condition. 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. Grantor indemnifies Grantee for any injury or damages arising out of any equipment installed pursuant to the telecommunication easement.

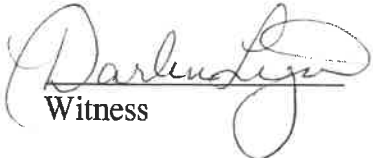
3. ~~The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance 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.
6. The State of New Hampshire Department of Transportation ("NHDOT") hereby acknowledges that the NHDOT is purchasing the Premises "as is" "with all faults" and subject to the possible existence of hazardous materials, petroleum products and/or other pollutants regulated by law. Notwithstanding the foregoing, the NHDOT for itself, its successors, assigns and grantees hereby irrevocably waives, gives up and renounces any and all claims or causes of action against the Seller, its successors, assigns and affiliates, with respect to 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. 9601, et seq., as amended) on, upon, or into the Premises; 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 upon the Premises.
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.~~
11. The requirements of deep stamps and Declaration of Consideration do not apply to this transaction pursuant to RSA. 78-B10,III.
12. Whenever used in this deed, the term "Grantor" shall not only refer to the **MAINE CENTRAL RAILROAD COMPANY**, 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 may be.
13. 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 MAINE CENTRAL RAILROAD COMPANY 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 20th day of December, 2002.

GRANTOR:
MAINE CENTRAL RAILROAD COMPANY

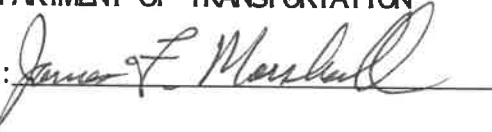

Witness

By: 
David A. Fink, Chief Executive Officer


Witness

GRANTEE:
STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION


Witness

By: 

Witness

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 20, 2002

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

Roland L. Theriault

Notary Public

Roland L. Theriault

My Commission Expires:

Notary Public

My Commission Expires August 7, 2009

STATE OF VERMONT

N.H.

MERRIMACK, ss.

Dec. 20, 2002

Then personally appeared JAMES F. MARSHALL the DIRECTOR, Public Works of the STATE OF NEW HAMPSHIRE BUYING THROUGH ITS DEPARTMENT OF TRANSPORTATION, and acknowledged the foregoing release deed to be his/her free act and deed and the free act and deed of said STATE, before me.

Craig J. Donais

Notary Public:

My Commission Expires:

December 8, 2004

EXHIBIT "A"

LEGAL DESCRIPTION

Certain parcels or strips of land (railroad right-of-way) located in the Towns of Whitefield and Dalton, County of Coos, State of New Hampshire, as shown on Valuation Section 17NH Map 53 beginning in Whitefield at engineering station 5060+25 and continuing through Dalton, New Hampshire, to the New Hampshire/Vermont state line as shown on Valuation Section 17NH Map 59 thence continuing on Valuation Section 18VT Map 1 in Lunenburg, Vermont and ending in Lunenburg and shown on Valuation Section 18 VT Map 3, at engineering station 5503 at River Road (Town Road).

The said right-of-way includes 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 runs in a generally north-easterly direction and is more particularly defined as shown, outlined with heavy dashed line (..) as shown on Federal Valuation plans on file with the Chief Engineer of the Maine Central Railroad Company, Iron Horse Park, North Billerica, Massachusetts 01862 and the State of New Hampshire, Department of Transportation, Bureau of Railroads and Public Transportation, 1 Hazen Drive, Concord, New Hampshire 03302.

Said parcel contains a total area of approximately 97.86 acres of land, and is approximately 8.5 miles in length.

This conveyance is subject to a Lease and Operating Agreement between the Maine Central Railroad Company and Twin State Railroad Corporation and Lamoille Valley Railroad Company dated March 1, 1984 from mile post P103 in Whitefield to mile post 131.5 in St. Johnsbury, Vermont.

Received For Record June 14 AD 19 2003
at 10 o'clock 00 Min 0 N and
Recorded in Book 46 Page 604 of 598

Sumner Lewis
Attest Wendy Anne Jackson
Town Clerk, Lunenburg, Vermont