

**ACQUISITION FROM THE
BOSTON AND MAINE CORPORATION**

**RINDGE TO JAFFREY
CHESHIRE COUNTY REGISTRY**

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 Hundred and 00/100 (\$100.00) Dollars plus other good and valuable consideration paid to it by the **STATE OF NEW HAMPSHIRE, 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 certain parcels or strips of land sometimes referred to as the "Monadnock Branch" so-called, including all stations, buildings, bridges, structures, crossings, culverts, fixtures, and improvements thereon and including all appurtenances thereto, if any, situated in towns of Rindge and Jaffrey, County of Cheshire, State of New Hampshire (hereinafter collectively referred to as the "Premises"), more particularly 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 (7½) 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 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 the are 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 unreasonable 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.

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. 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.
- ~~7. 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.~~
8. 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.
9. 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.
10. 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, the Chief Executive Officer of the **BOSTON AND MAINE CORPORATION**, on this 6th day of May, 1999.

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]

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

[Signature], 1999

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

[Signature]
Notary Public
My Commission Expires: 12/03/04

STATE OF NEW HAMPSHIRE

Merrimack,ss

MAY 7, 1999

Then personally appeared JAMES F. MARSHALL the DIRECTOR OF PUBLIC WORKS of **STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION** and acknowledged the foregoing deed to be his/her free act and deed and the free act and the free act and deed of said **STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION**, before me.

[Signature]
Notary Public
My Commission Expires: 6/22/99

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PREMISES

Certain parcels or strips of land (railroad right-of-way) running through the towns of Rindge and Jaffrey, County of Cheshire, State of New Hampshire and being a portion of the railroad line sometimes referred to as the "Monadnock Branch", so-called, and including all stations, buildings, bridges, structures, crossings, culverts, and improvements thereon and including all appurtenances thereto, being more particularly described as:

Parcel 1:

Beginning at a point designated as Engineering Station 2014+28± located on the state line between Massachusetts and New Hampshire as shown on Federal Valuation Plan 39.3NH, Map 4;

Thence running generally in a northerly direction to a point designated as Engineering Station 2291+28± as shown on Federal Valuation Plan V39.3NH- Map 9.

Said parcel containing a total area of about 2,135,440 square feet more or less or about 49.02 acres, more or less.

Parcel 2:

Beginning at a point designated as Engineering Station 2296±25± as shown on Federal Valuation Plan 39.3NH-Map 9;

Thence running in northerly direction to the westerly sideline of Squantum Street at a point designated as Engineering Station 2395+67± as shown on Federal Valuation Plan V39.3NH-Map 11;

Said parcel containing a total area of about 854,090 square feet more or less or about 19.06 acres, more or less.

Parcel 3:

Beginning at a point designated as Engineering Station 2408± as shown on Federal Valuation Plan V39.3NH-Map11;

Thence running generally in a northerly direction to a point designated as Engineering Station 2455+55± as shown on Federal Valuation Plan V39.3NH-Map 12.

Said parcel containing a total area of about 315,640 square feet more or less or about 7.24 acres, more or less.

Parcel 4:

Beginning at a point designated as Engineering Station 2510+74± as shown on Federal Valuation Plan V39.3NH-Map 13;

Thence running generally in a northerly direction and terminating at the westerly sideline of the town line between Jaffrey, New Hampshire and Peterborough, New Hampshire at a point designated as Engineering Station 2544+65± as shown on Federal Valuation Plan 39.3NH, Map 14.

Said parcel containing a total area of about 247,390 square feet more or less or about 5.68 acres, more or less.

Said tract 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 parcels run in a 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 Railroads and Public Transportation, 1 Hazen Drive, Concord, NH 03302.

Said four parcels contain a total combined area of about 3,552,560 square feet more or less or about 81.56 acres, more or less.

BOSTON AND MAINE CORPORATION

Secretary's Certificate

I, John R. Nadolny, being the duly elected and presently serving Secretary of Boston and Maine Corporation (the "Corporation") do hereby certify that the following votes were duly adopted by the Directors of the Corporation at a meeting of the Board of Directors held on January 14, 1999:

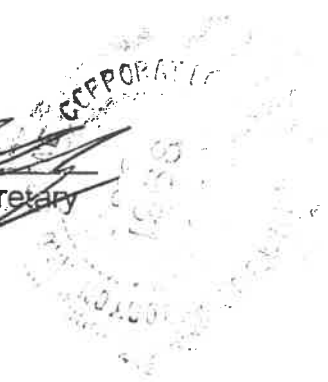
VOTED: That the Corporation sell, assign, transfer and convey to the State of New Hampshire Department of Transportation approximately 96.63 acres of land located in Rindge and Jaffrey, New Hampshire for a consideration of Five Hundred Thousand and no/100 (\$500,000.00) Dollars.

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 shall deem necessary, appropriate or convenient to effect the transactions contemplated by the foregoing votes and that all actions taken in furtherance of said transactions prior to the date hereof are hereby ratified, approved, confirmed and adopted in all respects.

I further certify that such votes have not been altered, amended or rescinded, and remains in full force and effect as of the date hereof.

WITNESS my hand and the seal of the Corporation as of this 6TH day of May, 1999.


John R. Nadolny, Secretary



5630

George

1999 MAY 18 PM 1:49

REC'D CHESHIRE COUNTY
REGISTER OF DEEDS
EVELYN S. HUBAL

State of NH compatible

Release Deed

CHESHIRE COUNTY
 REGISTRY OF DEEDS
 KEENE, NEW HAMPSHIRE
 RECEIVED

MAY 18 1999

AT 1:49 O'CLOCK P.M.
 RECORDED IN VOL 1700 PG 801
 AT ES

Evelyn S. Hubal

Charge + Return

State of NH

DOT

(William Bondreau)

| | |
|-------------|--------------|
| <i>70</i> | <i>24.33</i> |
| <i>70</i> | <i>2.00</i> |
| | <i>-----</i> |
| <i>Chg.</i> | <i>26.33</i> |