

**ACQUISITION FROM THE  
BOSTON AND MAINE CORPORATION**

**RAYMOND TO CANDIA  
ROCKINGHAM COUNTY REGISTRY**

10/29/1986

2.08 MILES

## KNOW ALL MEN BY THESE PRESENTS

that 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 01862, hereinafter referred to as "Grantor", for \$30,000.00 paid to it by STATE OF NEW HAMPSHIRE, with offices at John O. Morton Building, P.O. Box 483, Concord, New Hampshire, 03301-0483, hereinafter referred to as "Grantee", does hereby give, grant, bargain, sell and convey unto said Grantee, its successors and assigns, all of its right, title and interest, without warranties, either expressed or implied, in and to a certain piece or parcel of land situated in Raymond and Candia, Rockingham County, New Hampshire, and bounded and described as follows:

A portion of the Boston and Maine Corporation land in Raymond, N.H., and described on their Right-Of-Way Track Maps Numbered V28/26 thru V28/28, including any structures, culverts or bridges remaining thereon. More specifically:

Beginning at Sta. 1300 + 95, on Valuation Sheet V28/26, all of Parcel No. 3 west of said Station 1300 + 95. All of Parcel No. 4 shown on said sheet; on Valuation Sheet Numbered V28/27, Parcels No. 26-4, All of Parcel No. 2 that lies southerly of a line 28' northerly of and parallel to the centerline of location, and Parcel No. 3; on Valuation Sheet No. V28/28, Parcel 27-3, Parcel No. 1, No. 2, No. 3, No. 4, and that portion of Parcel No. 5 in the Town of Raymond.

Also land in the Town of Candia shown on Valuation Sheet No. V28/28 as that portion of Parcel No. 5 lying within the Town of Candia, and all of Parcel No. 6 ending at the easterly Right-Of-Way line of East Candia Road, Valuation Station 1411 + 20 on the centerline of location.

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ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

This conveyance is made without granting any right of way either by necessity or otherwise over remaining land or location of the Grantor, its successors and assigns.

By the acceptance of this deed and as part consideration therefor, the Grantee covenants for itself, its successors and assigns, to assume and hereby does assume any and all obligations and liabilities of the Grantor, its successors and assigns, relative to underground facilities, drainage, culverts, walls, crossing and/or structures located in whole or in part within the limits of said above-described parcels.

The Grantor reserves unto itself, its successors and assigns, a permanent right-of-way and easement along the entire length of the said parcels described above, for the purpose of construction, installation, operation, maintenance, repair, reinstallation, relocation and removal of telecommunication transmission systems to be located in, under, along and through said parcels described above; such installation thereof is desired by the Grantor, its successors and assigns; together with the right of access to the area 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, to freely assign this reserved right to others. By the acceptance of this deed and as part consideration therefor, the Grantee hereby covenants and agrees for itself, its successors and assigns, to permanently recognize this 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 acknowledge the right of the Grantor, its successors and assigns, to assign same to third parties. Said documents 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. Provided, however, the Grantor covenants and agrees for itself, its successors and assigns, to replace and restore the surface of the reserved easement areas to the reasonable satisfaction of the Grantee, its successors and assigns, to the same or as good conditions as existed prior to the undertaking of any work thereon, in the event the surface of the location thereof has been paved or used for the transport of goods, passengers, power or information by the Grantee, its successors or assigns.

Excepting from the conveyance any and all sections of railroad tracks and railroad track materials and/or appurtenances as are located in whole or in part within the limits of the described parcel and the said conveyance is hereby made subject to the reserved rights of the Grantor, its successors and assigns, to enter upon said parcel from time to time and at any and all times within the 90-day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the sole and reasonable opinion of the Principal Engineering Officer of the Railroad operated by the Grantor, as are necessary for the removal of said sections of

railroad tracks, railroad track materials and/or appurtenances; provided, however, that days during the months of December, January, February and March shall not be counted or included in the aforesaid 90-day period. It is agreed that if the Grantor, during said 90-day period shall not have removed any and all of the said railroad trackage or railroad track materials and appurtenances, said railroad trackage and railroad track and materials and appurtenances shall be deemed abandoned by the Grantor and shall become the property of the Grantee subject to such disposition as the Grantee, its successors or assigns, may make without any financial or other obligation of any kind to said Grantor, its successors or assigns.

The covenants in this deed contained are to be covenants running with the land and are to be binding upon the Grantee, its successors and assigns, forever.

TO HAVE AND TO HOLD the above described premises, with all the privileges and appurtenances thereto belonging, to the said STATE OF NEW HAMPSHIRE, its successors and assigns, to its own use and behoof forever.

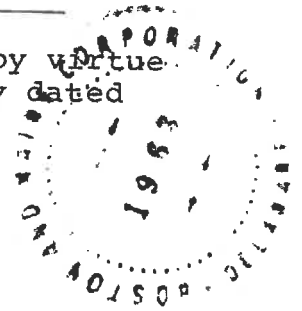
IN WITNESS WHEREOF, the said Boston and Maine Corporation has caused these presents to be executed in its name, and its

corporate seal to be hereto affixed, by its Attorney-in-fact, Robert F. MacSwain, thereunto duly authorized, this 15<sup>TH</sup> day of September, 1986.

BOSTON AND MAINE CORPORATION

By: *Robert F. MacSwain*

Robert F. MacSwain  
Its Attorney-in-fact by virtue  
of a Power of Attorney dated  
December 13, 1984



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

I HEREBY CERTIFY that on this day, before me, personally appeared the above-named Robert F. MacSwain known to me or satisfactorily proved to be the person whose name is subscribed to the within instrument and that he acknowledged executing the foregoing instrument freely and voluntarily under authority vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal this 15<sup>th</sup> day of September, 1986.

*Jenna Arch*  
Notary Public

My commission expires: 9-25

