

Manchester NH

BOSTON AND MAINE CORPORATION, DEBTOR
ROBERT W. MESERVE AND BENJAMIN H. LACY, TRUSTEES

CONTRACT BUREAU TRANSMITTAL MEMO

DATE JAN 7 1977

FROM: ~~P. E. Churchill~~ *L. R. Mattice*
Director-Contract ~~& Pass~~ Bureau

TO: Messrs. P. W. Carr
C. R. Drake
H. B. Berkshire
✓ Boston Div. Supt.-G. F. Gallagher
~~N.E. Div. Supt. W. V. Furey~~
Agent- *Manchester, N.H.*

Attached for your information is copy of numbered document checked below.

CONTRACT # 58349 -/

DEED #

CORRESPONDENCE RE CONTRACT #

OPENING NOTICE SENT

CLOSING NOTICE SENT

2014
H-4

SIDETRACK AGREEMENT

AGREEMENT made in triplicate this *14th* day of *December* 19 *76* between Robert W. Meserve and Benjamin H. Lacy, as Trustees of the Property of Boston and Maine Corporation, Debtor, and not individually (see In the Matter of Boston and Maine Corporation, Debtor, United States District Court for the District of Massachusetts, Docket No. 70-250-M) with offices at 150 Causeway Street, Boston, Massachusetts, hereinafter called the "Trustees" and Union Leader Corporation, a corporation duly organized by law hereinafter called the "Shipper."

WITNESSETH:

That WHEREAS the Shipper desires the Trustees to switch cars to and from sidetrack at Manchester, New Hampshire and has obtained the proper license therefor from Central Paper Products Co., Inc., a corporation duly organized by law,

hereinafter called the "Licensor", with which party the Trustees have an agreement covering the operation of said sidetrack, and

WHEREAS, the Trustees are willing to switch to and from the said sidetrack for the benefit of the said Shipper, subject to proper terms and conditions.

NOW, THEREFORE, in consideration thereof the parties herunto mutually agree as follows:

- Opera-
tion**
1. The Trustees, at the request of the Shipper, and subject to reasonable terms and regulations from time to time made by the Trustees, will switch cars to and from the said sidetrack as provided in and in accordance with the published tariffs of the Trustees which are at the time applicable. The Trustees may refuse to operate on said sidetrack when the condition is unsatisfactory to the Trustees.
- Demurrage**
- It is understood and agreed that the Trustees are compelled to assess demurrage and/or other car detention charges against all shippers for the detention of cars beyond the allotted free time as prescribed in tariffs legally on file.
- Licen-
sor's
obli-
gations**
2. This agreement is subject to the terms and conditions set forth in the before mentioned agreement with the Licensor and upon failure of said Licensor to fulfill any of its obligations under said contract the Trustees shall have the right to stop service for the Shipper upon the said sidetrack.
- Gasoline,
etc.**
3. The Shipper agrees not to handle explosives or gasoline, naphtha or other inflammable liquids, as defined by the regulations of the United States Department of Transportation, upon said sidetrack, unless express written permission is given by the Superintendent of the Trustees and the Shipper shall at all times save harmless and indemnify the Trustees from and against any and all loss cost, damage and expense which the Trustees may directly or indirectly suffer or be subject to on account of or attributable to the presence on said sidetrack or in the vicinity of said sidetrack of said explosives or inflammable articles.
- Indem-
nity**
4. It is understood that the movement of railroad locomotives involves some risk of fire, and the Shipper assumes all responsibility for and agrees to indemnify the Trustees against loss or damage to property of the Shipper or to property upon the Shipper's premises, regardless of Trustees' negligence, arising from fire caused by locomotives operated by the Trustees on said sidetrack, or in the vicinity for the purpose of serving said sidetrack, except to the premises of the Trustees and to rolling stock belonging to the Trustees or to others, and to shipments in the course of transportation.
- The Shipper also agrees to indemnify and hold harmless the Trustees for loss, damage or injury from any act or omission of the Shipper, its employees or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation, while on or about said sidetrack; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto it shall be borne by them equally.

5. Special Provisions.

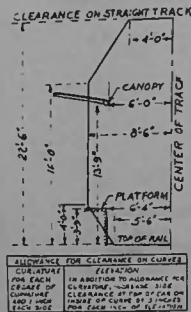
None

Clearance

6. No obstruction of any kind whatsoever shall be permitted within the distances shown by the lines on the Clearance Diagram upon this agreement without first obtaining the consent of the principal engineering officer of the railroad operated by the Trustees and the Shipper shall at all times save harmless and indemnify the Trustees from and against all loss, cost, damage and expense which the Trustees may directly or indirectly suffer or be subject to caused wholly or in part or in any way referable to the existence of such obstruction, whether with or without the consent of the principal engineering officer of the railroad operated by the Trustees.

Termination

7. This agreement shall take effect on the 15th day of November, 1976 and shall terminate on any day upon receipt of notice from the Licensor to the Trustees that the Shipper's license to use said sidetrack has been cancelled. Otherwise, it shall continue in force until terminated on any day by either the Trustees or the Shipper giving to the other thirty days' notice in writing of intention to terminate. Such notice, on the part of the Trustees, may, at their option be given by posting in a conspicuous place upon the premises and this agreement in such case shall terminate in thirty days after such posting; provided, further, that this agreement shall in any event, terminate with the termination of the agreement between the Trustees and the Licensor covering operation of said sidetrack, unless said agreement shall be superseded by a new agreement between the Trustees and the Licensor covering the operation of said sidetrack.



IT IS AGREED by all the parties hereto that the covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors or assigns of the parties hereto respectively, and the word "Shipper" shall be considered as meaning the "Shipper, its heirs, executors, administrators, successors or assigns", and the word "Trustees" shall be considered as meaning, "Robert W. Meserve and Benjamin H. Lacy, as Trustees of the Property of Boston and Maine Corporation, Debtor, and not individually (see In the Matter of Boston and Maine Corporation, Debtor, United States District Court for the District Court for the District of Massachusetts, Docket No. 70-250-M) with offices at 150 Causeway Street, Boston, Massachusetts, their successors or assigns", wherever the context does not render such construction impossible.

IN WITNESS WHEREOF the Shipper has hereunto set its hand and seal and the Trustees have authorized execution of these presents in triplicate on the day and year first above written.

Form approved

Execution approved,

ROBERT W. MESERVE AND BENJAMIN H. LACY,
TRUSTEES OF THE PROPERTY OF
BOSTON AND MAINE
CORPORATION — DEBTOR

BY: [Signature] Manager.
Real Estate and Industrial Development

Union Leader Corporation,
By [Signature]
Title: General Manager

Until revocation of this license is received by the Trustees from the undersigned, the Trustees may place cars upon said sidetrack above described for the above named Shipper.

Central Paper Products Co., Inc.,

By [Signature]
Title: President

COPY OF CONTRACT No. 58349-1

