

Manchester NH

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

CONTRACT BUREAU TRANSMITTAL MEMO

DATE JAN 6 1976

FROM: P. E. Churchill
Director-Contract & Pass Bureau

TO: Messrs. P. W. Carr
J. J. Nee
H. B. Berkshire
C. R. Drake
✓ Boston Div. Supt.-G. F. Gallagher
M.E. Div. Supt.-W. V. Furey
Agent- *W. K. Palmer*

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

CONTRACT # 59619

DEED #

CORRESPONDENCE RE CONTRACT #

OPENING NOTICE SENT

CLOSING NOTICE SENT

2014
H-2
H-3
H-11

AGREEMENT TO SWITCH TO AND FROM SIDETRACK

AGREEMENT made in duplicate this 4th day of December 1960 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-H) with offices at 150 Causeway Street, Boston, Massachusetts, hereinafter called the "Trustees" and Pandora Industries, Inc., a corporation duly organized by law, having a usual place of business at Commercial Street, Manchester, New Hampshire 03105,

hereinafter called the "Shipper."

WITNESSETH:

That WHEREAS section A-B of the sidetrack A-D is owned by the Trustees and section B-D is owned or controlled by the Shipper, as shown on plan attached hereto and made a part hereof, marked:

"Boston and Maine Railroad
New Hampshire-Portland Div.-West Side Trks.
0.70 Miles North of West Side Switch
Scale 1" = 40'
WEST MANCHESTER, N. H.
Division Engr.
Issue A-7-28-1960
B-9-8-750

and the Shipper desires the Trustees to switch cars to and from said sidetrack A-D and

WHEREAS the Trustees are willing to switch cars to and from said sidetrack for the Shipper subject to reasonable terms and regulations.

NOW, THEREFORE, in consideration thereof the parties hereto covenant and agree as follows:

Operation 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 said sidetrack as provided in and in accordance with published tariffs of the Trustees which are at the time applicable; provided, however, that cars shall be placed for said Shipper only upon section C-D of said sidetrack

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.

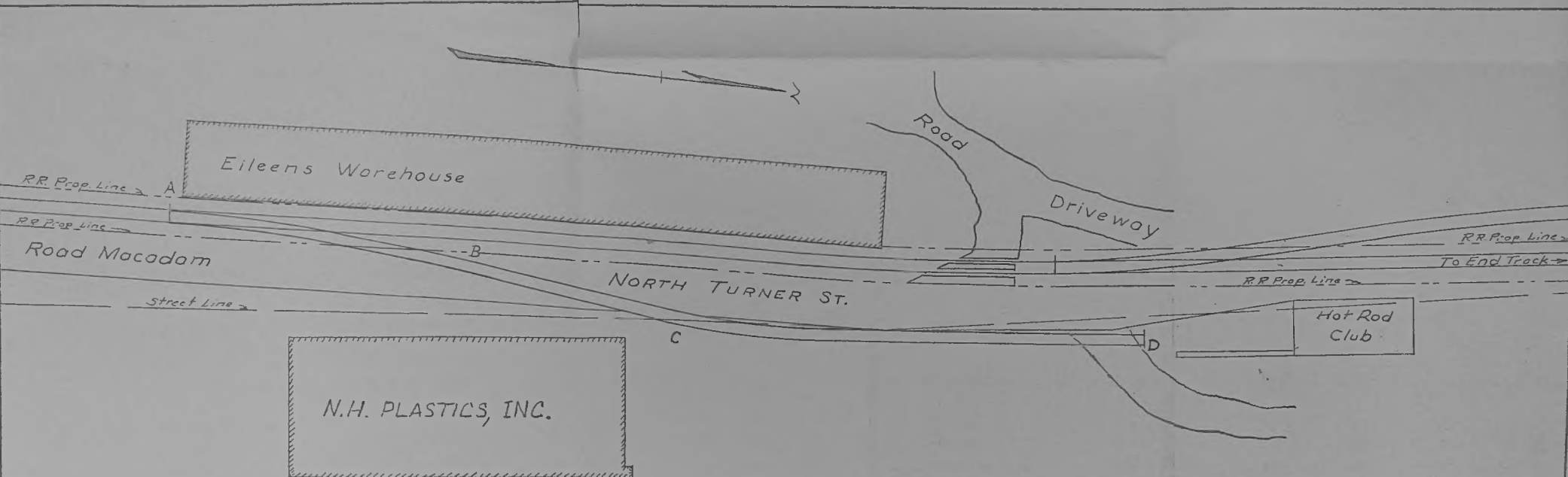
Maintenance 2. The Shipper shall keep section B-D of said sidetrack, including trestles, bridges, culverts, conduits and other structures appurtenant thereto, in proper repair and shall remove ice and snow therefrom and keep the same in suitable condition without notice from the Trustees. The Trustees may refuse to operate upon said sidetrack when the condition is unsatisfactory to the Trustees. The Trustees shall keep section A-B in proper repair and to the same extent as the Trustees shall keep the rest of the track.

Track Changes 3. Any changes, rearrangements or extensions of said sidetrack or structures appurtenant thereto, hereafter required on account of size or type of cars switched to and from said sidetrack or any changes in the track or tracks of the Trustees or because of any changes in the operating practice of the Trustees, shall be made at the expense of the Shipper unless otherwise mutually agreed by the parties hereto.

Assignment 4. The Shipper agrees not to assign this contract or any rights thereunder without written consent of the Trustees.

5. Special Provisions.

a. It is agreed as between the Trustees and the Shipper as successor in title to South End Grain, Inc., a corporation duly organized by law, in the ownership of Section B-D of said sidetrack, that this agreement supersedes and cancels as of the effective date hereof, an agreement dated October 28, 1960, between Boston and Maine Corporation and said South End Grain, Inc. covering maintenance and operation of said sidetrack A-D.



<u>Track</u>	<u>Length</u>	<u>Owned by</u>	<u>Used by</u>
A-B	122 ft.	Boston & Maine Corp.	JOINTLY
B-C	37 ft.	PANDORA INC.	North Turner St.
C-D	134 ft.	"	PANDORA INC.
A-D	393 ft. TOTAL		

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