

*Manchester NH*

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

CONTRACT BUREAU TRANSMITTAL MEMO

DATE JUN 30 1976

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

TO: Messrs. P. W. Carr  
J. J. Nee  
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 # 59735

DEED #

CORRESPONDENCE RE CONTRACT #

✓ OPENING NOTICE SENT

CLOSING NOTICE SENT

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This AGREEMENT made in duplicate this June 17<sup>th</sup> day of 1976 by and 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 John Harko and Mary M. Harko, both of Manchester, New Hampshire

hereinafter called the "LESSEE".

WITNESSETH:

That the TRUSTEES, so far as they lawfully may, hereby lease to the LESSEE about 2,580 square feet of land located in Manchester, New Hampshire and shown outlined in red lines upon a plan attached hereto, made a part hereof, and entitled: "Boston and Maine Corp. New Hampshire Div. - Portsmouth Branch Vicinity of Beech St. MANCHESTER, N.H., Scale 1" = 40 ft. Office of the Vice President - Eng. Issue 1-4-10-1976 (previous issues omitted from quotation) upon the following terms and conditions, to wit,

Term 1. The term of this lease shall begin on June 24, 1976 and shall be for the period of one year and thereafter shall continue in force until terminated on any day by thirty (30) days' written notice given by either party to the other of intention to terminate. Such notice on the part of the TRUSTEES may at their option be given by posting in a conspicuous place on the premises, and this agreement in such case shall terminate in thirty (30) days after such posting.

Rental 2. The LESSEE shall pay to the TRUSTEES as rent the sum of Seventy-five and 00/100 (75.00) dollars a year during the continuance of this lease, and at the same rate for any part of a year unexpired at the legal termination of this lease, said rent being payable in advance in equal annual payments; any holding over of the premises by the LESSEE after the termination hereof shall be upon the same terms and conditions as herein set forth.

Notwithstanding the payment of any instalment of rent in advance, the right to terminate this lease as hereinbefore provided is to continue in full force and in case this lease is so terminated, the TRUSTEES shall repay to the LESSEE such portion of the rent paid for the then current year as is proportionate to the fraction of said year then unexpired.

Taxes, Lighting, Water, Betterment, Assessment 3. The LESSEE shall pay any and all taxes or assessments of any nature or description levied or assessed upon the leased premises during the term of this lease, and shall also pay any and all taxes or assessments levied or assessed upon any building, structure or other improvement placed or erected on said premises by or for the LESSEE or owned by the LESSEE and also all charges for electricity or for the use of water. The LESSEE also agrees to pay any and all betterment assessments levied or assessed by any municipality as appurtenant to the leased premises, including in the term "betterment assessments" structures, paving, fixtures, pipes, sewers, wires, sidewalks, curbings, gas mains, electric lines and telephone wires, but not by way of limitation.

Maintenance 3a. It is also understood and agreed that the TRUSTEES shall be under no obligation to make any repairs upon the exterior or interior of said premises during the continuance of this lease, but that if at any time upon the request of the LESSEE the TRUSTEES shall make repairs upon said premises, the making of said repairs shall be at the expense of the LESSEE and shall not be considered an admission by the TRUSTEES of a duty to make repairs, and shall in no way obligate it to make further repairs, and that said repairs, if made, shall be considered as if made by the LESSEE, and there shall be no liability on the TRUSTEES, for damages suffered on account of failure to make or negligence in the making of said repairs, and such damages shall be covered by the provisions of the following paragraph as to damages to property or for personal injury of death.

Indemnity 4. The LESSEE shall indemnify and save harmless the TRUSTEES from all loss, cost, damage or expense occasioned by the use, misuse or abuse of water on said premises, and against any and all claims or suits for loss or damage to property or for personal injury or death on account of the condition or use of said premises during the term of this lease, including, but not by way of limitation, any and all claims for damages arising from neglect to remove snow and ice from the roof of any structure on said premises or from the sidewalks bordering the same. It is also mutually agreed that the said LESSEE will assume all responsibility for any damage to any property other than that of the TRUSTEES upon the demised premises while this lease is in force, caused by fire, whether communicated directly or indirectly by or from locomotive engines upon the railroad now operated by the TRUSTEES, or otherwise.

5. Special Provisions. a. It is agreed that this agreement supersedes and cancels as of

the effective date hereof, an agreement between Boston and Maine Railroad, predecessor to the Boston and Maine Corporation and the LESSEE dated November 16, 1954 covering use of railroad land and maintenance and operation of sidetrack at Manchester, New Hampshire.

Use  
Approp-  
ment, etc.

6. The LESSEE agrees to use said premises only for location of a platform and section of sidetrack owned by the LESSEE

and to use and occupy the same in a careful, safe and orderly manner so as not to interfere in any way with the maintenance or operation of the TRUSTEES' railroad, or any of its appliances, and not to place or allow to be placed on any part of the demised premises, nor upon any building or structure thereon, any advertisements, signs or posters, except such reasonable and lawful signs as may properly advertise the LESSEE'S business, and not to make any alterations in or addition to said premises, nor install or alter heating, lighting or power equipment upon said premises, but to consent of the TRUSTEES and not to commit or suffer waste or nuisance upon said premises, but to keep and deliver up the same upon the termination hereof in as good condition as they are now in or may be put in by the TRUSTEES, common and ordinary wear and tear and damage by the elements without concurring fault on the part of the LESSEE excepted, and not assign this lease nor undertake the whole or any part of the demised premises without written permission from the TRUSTEES, and to permit the TRUSTEES, their agents or applicants, for purchase or lease to inspect the premises at all reasonable times.

7. Buildings, structures and fixtures of any kind or nature upon the said premises and belonging to the LESSEE shall remain the property of and may be removed by said LESSEE at any time before the termination of this agreement or within ten days thereafter provided rents, taxes, assessments, and all other charges falling due under this agreement have been fully satisfied, and any and all such buildings, structures and fixtures upon said premises ten days after the termination of this agreement, regardless of how such termination has been effected, shall become and be absolutely the property of the TRUSTEES.

Against any and all such buildings, structures and fixtures, the TRUSTEES shall have a lien for rents, taxes assessments and all other charges whatever which may fall due under this agreement, and this lien shall attach to any and all such buildings, structures and fixtures as soon as they are placed on the premises and will continue until this agreement has been terminated and until rents, taxes assessments and all other charges as aforesaid shall have been duly satisfied. Nothing in this paragraph shall be construed to prevent the TRUSTEES from acquiring absolute ownership of buildings, structures and fixtures as provided in the first paragraph of this Section 7.

Should the LESSEE fail to comply with any covenant or condition whatever of this agreement, or should the LESSEE'S estate be taken from the LESSEE by process of law, proceedings in bankruptcy or insolvency or otherwise, the TRUSTEES may lawfully immediately or at any time thereafter, and while such neglect or default continues, and notwithstanding any license or waiver of any prior breach of covenant or condition and without demand or notice, enter upon the said premises and repossess the same and expel (if forcible) if necessary, the said LESSEE, and those claiming under the LESSEE thereby terminating this lease and the estate hereby created. In the event of such a termination, the LESSEE may enter the premises and remove buildings, structures and fixtures belonging to the LESSEE, provided that such removal is completed within ten days after such termination, and provided that rents, taxes, assessments and all other charges falling due under this agreement have been fully satisfied. Buildings, structures and fixtures remaining on the premises ten days after termination, as provided in this paragraph, shall become and be absolutely the property of the TRUSTEES.

Upon termination of this agreement, the LESSEE further agrees that it will remove any or all of said buildings, structures or fixtures belonging to the LESSEE from the said premises and that upon refusal or failure by the LESSEE to so remove any or all of said buildings, structures or fixtures within ten days after the termination of this agreement, the LESSEE agrees that the TRUSTEES, if they so elect, may at any time thereafter remove the said buildings, structures or fixtures and repair the said premises at the expense of the LESSEE and without being answerable for the disposition of any of the materials therein.

It is agreed that if the leased premises or any part thereof shall be taken by public authority for public use, or shall receive any direct or consequential damage by reason of anything done in compliance with any public authority, the TRUSTEES, or their successors or assigns, may thereupon terminate this lease, and any damage which may be recoverable by reason of such taking, or as a result of such action pursuant to any public authority, shall be due solely to the TRUSTEES, and the LESSEE hereby assigns and releases to the TRUSTEES any and all rights which it may have in damages on account of such taking, or as the result of such action pursuant to any public authority.

This Agreement is given subject to the terms of an Indenture dated December 1, 1919, made by and between Boston and Maine Railroad, predecessor to Boston and Maine Corporation, its successors or assigns and the Old Colony Trust Company and S. Parkman Shaw, Jr., Trustees, as provided in Article 14, Section 10 of said Indenture and in any supplemental Indenture amendments thereto; and is also given subject to the terms of an Indenture dated as of July 1, 1940 made by and between Boston and Maine Railroad, predecessor to Boston and Maine Corporation, its successors or assigns and the State Street Trust Company and Dana M. Dutch, Trustees, as provided in ARTICLE 14, Section 10 of said Indenture and in any supplemental Indenture amendments thereto.

Eminent  
Domain

IN WITNESS WHEREOF, the LESSEE has hereunto set its hand and seal and the TRUSTEES have authorized execution of these presents in duplicate on the day and year first above written.

Form approved

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

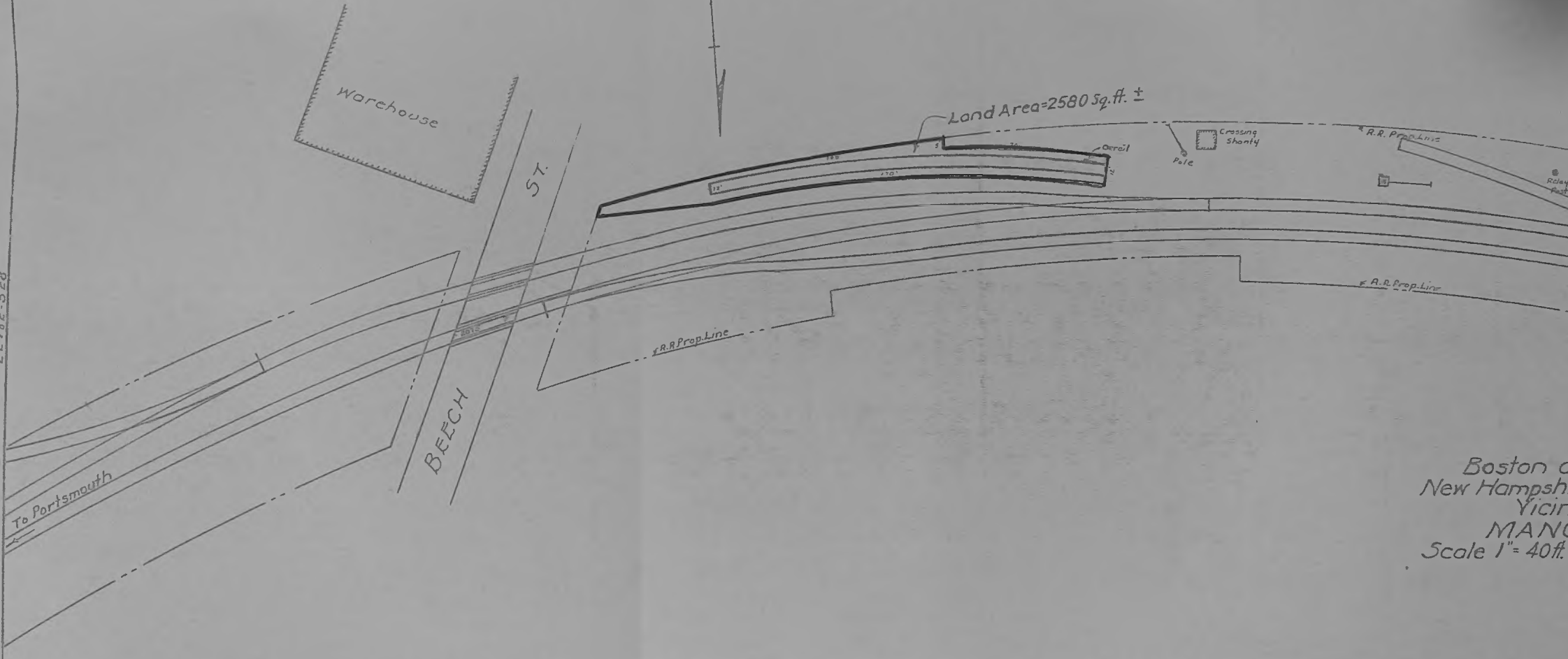
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Execution approved

By *W. H. Kish* Manager,  
Real Estate & Industrial Development

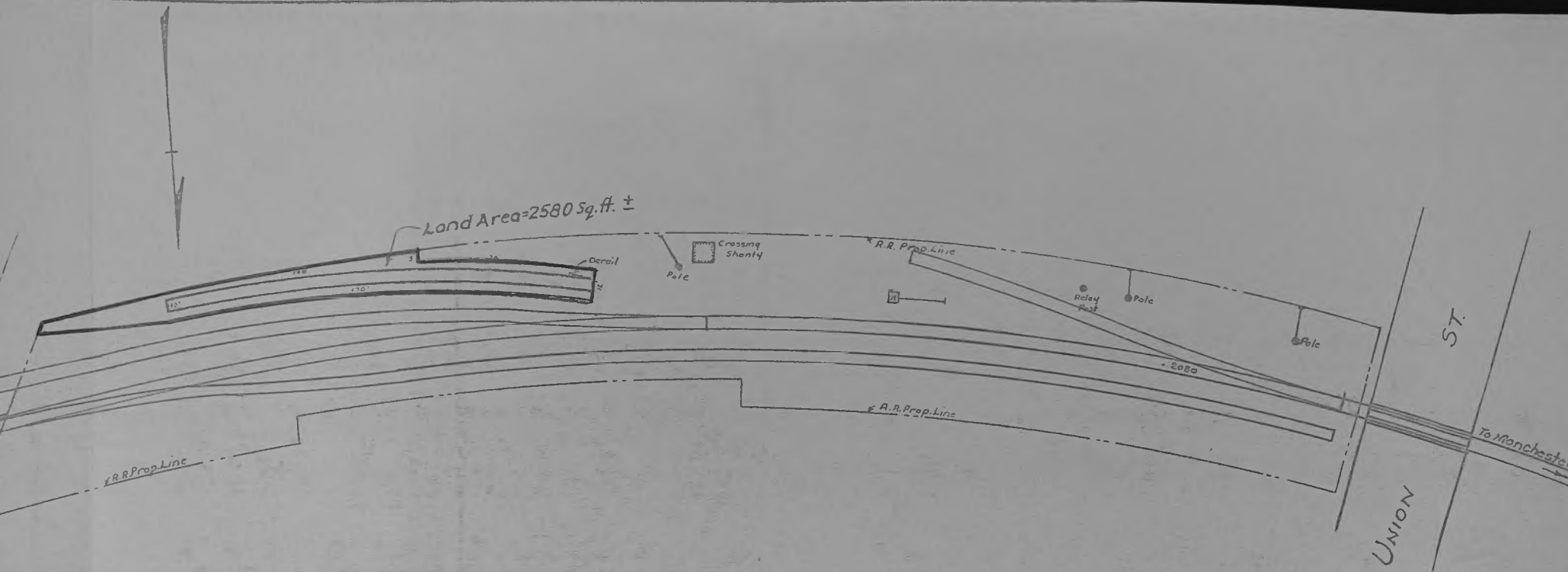
.....  
*John Harko*  
JOHN HARKO

*Mary M. Harko*  
MARY M. HARKO

22982-528



Boston and  
 New Hampshire  
 Vicinity  
 MANCHESTER  
 Scale 1" = 40ft.



Boston and Maine Corp.  
 New Hampshire Div. + Portsmouth Branch  
 Vicinity of Beech St.  
**MANCHESTER, N.H.**  
 Scale 1" = 40ft. Office of the Vice Pres. - Eng.

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|-------------|-------------|
|             | Issue       |
| F 4-20-1976 | A-2-16-1954 |
|             | B-5-28-1954 |
|             | C-9-23-1954 |
|             | D-1-3-1955  |
|             | E-7-19-1955 |

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COPY OF CONTRACT No. 59735

**SUPERSEDES AND CANCELS  
CONTRACT \* 50980-A**

