

Manchester, N.H.

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. Mattie*
Director-Contract & ~~Pass~~ Bureau

TO: Messrs. P. W. Carr
H. B. Berkshire
✓ Boston Div. Supt.-G. F. Gallagher
~~N.E. Div. Supt.-W. V. Furey~~

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

CONTRACT #59831

DEED #

CORRESPONDENCE RE CONTRACT #

✓ OPENING NOTICE SENT

CLOSING NOTICE SENT

PIPE AGREEMENT

THIS AGREEMENT, made in duplicate this 13th day of December 19 76, 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 Waumbek Mills

Incorporated, Manchester, New Hampshire
hereinafter called the "Licensee"

WITNESSETH:

That Whereas the Licensee desires to lay and maintain one (1) 8 inch sewer
line and one (1) 15 inch sewer line

hereinafter called the "facility", within the premises of the Trustees at Manchester, New
Hampshire, as shown on plan marked:
"BOSTON AND MAINE CORPORATION
VAL. SEC. 21 MAP 18
MANCHESTER, N.H.
FROM OFFICE OF VICE PRES.-ENG.
SCALE 1"=100' 12-3-1976"

which plan is attached hereto and made a part of this agreement.

NOW THEREFORE, the Trustees, in consideration of the covenants and agreements hereinafter expressed to be kept and performed by the Licensee, hereby give to the Licensee, so far as they lawfully may, permission to lay, maintain and use said facility as aforesaid, but upon the following conditions:

1. No work connected with the laying, repairing, renewing or removing of said facility shall be undertaken within the premises of the Trustees without due notice in writing to the Principal Engineer for Trustees, except in cases of emergency, and all such work in connection therewith shall be done under the supervision of and in a manner satisfactory to said Principal Engineer.

2. The Licensee shall pay the Trustees as rental for the license herein granted the sum of two hundred thirty and no/100 (\$ 230.00) Dollars
for the first three-year rental period and One Hundred Eighty and no/100 Dollars (\$180.00)
per three-year period thereafter during the continuance of this agreement, effective the First day
of January, 19 77, payable in advance for each three-year period. Notwithstanding the payment
of any rental in advance the Trustees reserve the right to terminate this license as hereinafter provided and in case
this license is so terminated the Trustees shall repay to the Licensee such portion of the rent paid for the then
current rental period as is proportionate to the fraction of said period then unexpired; provided, however, that
the Trustees shall be entitled to a rental of not less than One Hundred Ten and no/100
Dollars.

(\$ 110.00)

3. The Licensee shall reimburse the Trustees for all expense they may be occasioned by reason of the permission herein given, including, but not by way of limitation, installation, maintenance and all costs and expenses occasioned by termination of this agreement which may include removal of the facility.

4. The Licensee shall make at its own expense any changes in the location of said facility which may from time to time be demanded by the Trustees.

5. The Licensee shall indemnify and save harmless the Trustees, their successors or assigns and their respective officers agents and servants against, any and all loss, cost, damage or expense and against any and all claims or suits for property damage, personal injury or death arising out of or in any way referable to the existence, construction, use, repair, renewal or removal of said facility.

6. This agreement may be terminated by either the Trustees or the Licensee on any day by giving to the other party thirty (30) day's written notice of intention so to terminate it subject to Paragraph 2, supra. Such notice on the part of the Trustees may at their option be given by posting in a conspicuous place in the vicinity of said facility and this agreement in such case shall terminate in thirty (30) days after such posting.

The Licensee shall remove the said facility from the said premises with ten (10) days after the termination of this License and shall restore the said premises as nearly as possible to as good order and condition as when original entry was made thereon by the said Licensee, and upon failure to do so the Trustees may at any time thereafter remove the said materials and dispose of them at the expense of the Licensee without liability for such removal and disposition and may repair the said premises at the expense of the Licensee.

It is agreed by the Parties hereto that the covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors of the Parties hereto respectively.

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

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

Form approved:

Execution approved:

By

H. B. Berkobin

Vice President - Engineering

Waumbek Mills Incorporated

By

Kimball A. Baker Jr.

Title Executive Vice President

