Manchester

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

## CONTRACT BUREAU TRANSMITTAL MEMO

DATE JAN 25 1977

FROM: P. E. Churchill J. R. Mattice
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 # 59851

DEED #

CORRESPONDENCE RE CONTRACT #

OPENING NOTICE SENT

CLOSING NOTICE SENT

## PIPE AGREEMENT

THIS AGREEMENT, made in duplicate this
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

City of Manchester, New Hampshire

hereinafter called the "Licensee"

WITNESSETH:

That Whereas the Licensee desires to lay and maintain a storm drain system consisting of 36", 48" and 60" reinforced concrete pipe and three (3) manholes in the vicinity of South Beach Street

hereinafter called the "facility", within the premises of the Trustees at Manchester, N.H.

"BOSTON AND MAINE CORP.

VAL. SEC. 10 MAP 23

MANCHESTER, N.H.

OFFICE OF VICE PRES-ENG.

ISSUE A-11-12-69 SCALE 1"=100"

B-12-5-69

C = 5 - 24 - 76 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:

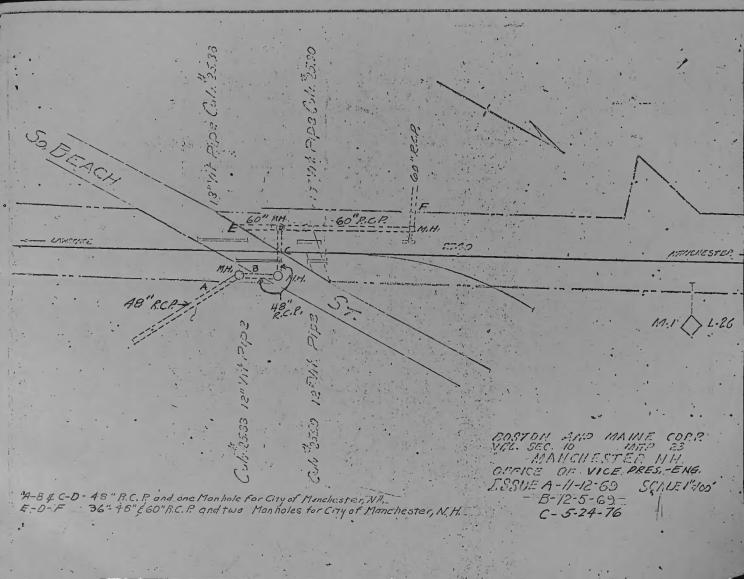
1. No work connected with the laying, repairing, renewing or removing of said facility shall be undertaken within the premises of the Trustees without due notice in writing to the Principal Engineer for Trustees, except in cases of emergency, and all such work in connection therewith shall be done under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

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2. It is agreed by the Trustees and the Licensee that this agreement will, effective on the date of its execution, supersede and cancel a previous agreement the Licensee and the Boston and Maine Corporation dated December 17, 1969, for a similar privilege at this location, provided, however, that any rights or liabilities accrued or accruing under the aforesaid agreement prior to the effective date of this cancellation shall be and remain in full force and effect.

3. The Licensee shall reimburse the Trustees of the permission herein given, including, but not by way of lime expenses occasioned by termination of this agreement which me	for all expense they may be occasioned by reason itation, installation, maintenance and all costs and ay include removal of the facility.				
4. The Licensee shall make at its own expens may from time to time be demanded by the Trustees.	e any changes in the location of said facility which .				
5. The Licensee shall indemnify and save har their respective officers agents and servants against, any and al all claims or suits for property damage, personal injury or dexistence, construction, use, repair, renewal or removal of said	eath arising out of or in any way referable to the				
6. This agreement may be terminated by eigving to the other party thirty (30) day's written notice of in supra. Such notice on the part of the Trustees may at their or the vicinity of said facility and this agreement in such case sh	nnon he given by posting in a constituous place in				
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 PROP- ERTY OF BOSTON AND MAINE COR- PORATION, DEBTOR				
Form approved:	By ABBerkshir				
	Vice President - Engineering				
Execution approved:	City of Manchester, New Hampshire				
	By Charle R Starton				
	Tiele Miser				

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COPY OF CONTRACT No. 59851

SUPERSEDES AND CANCELS
CONTRACT \* 58145

