

*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~~ *L. 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



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 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 PROP-  
ERTY OF BOSTON AND MAINE COR-  
PORATION, DEBTOR

Form approved:

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Execution approved:

\_\_\_\_\_

By

H. B. Berkley

Vice President - Engineering

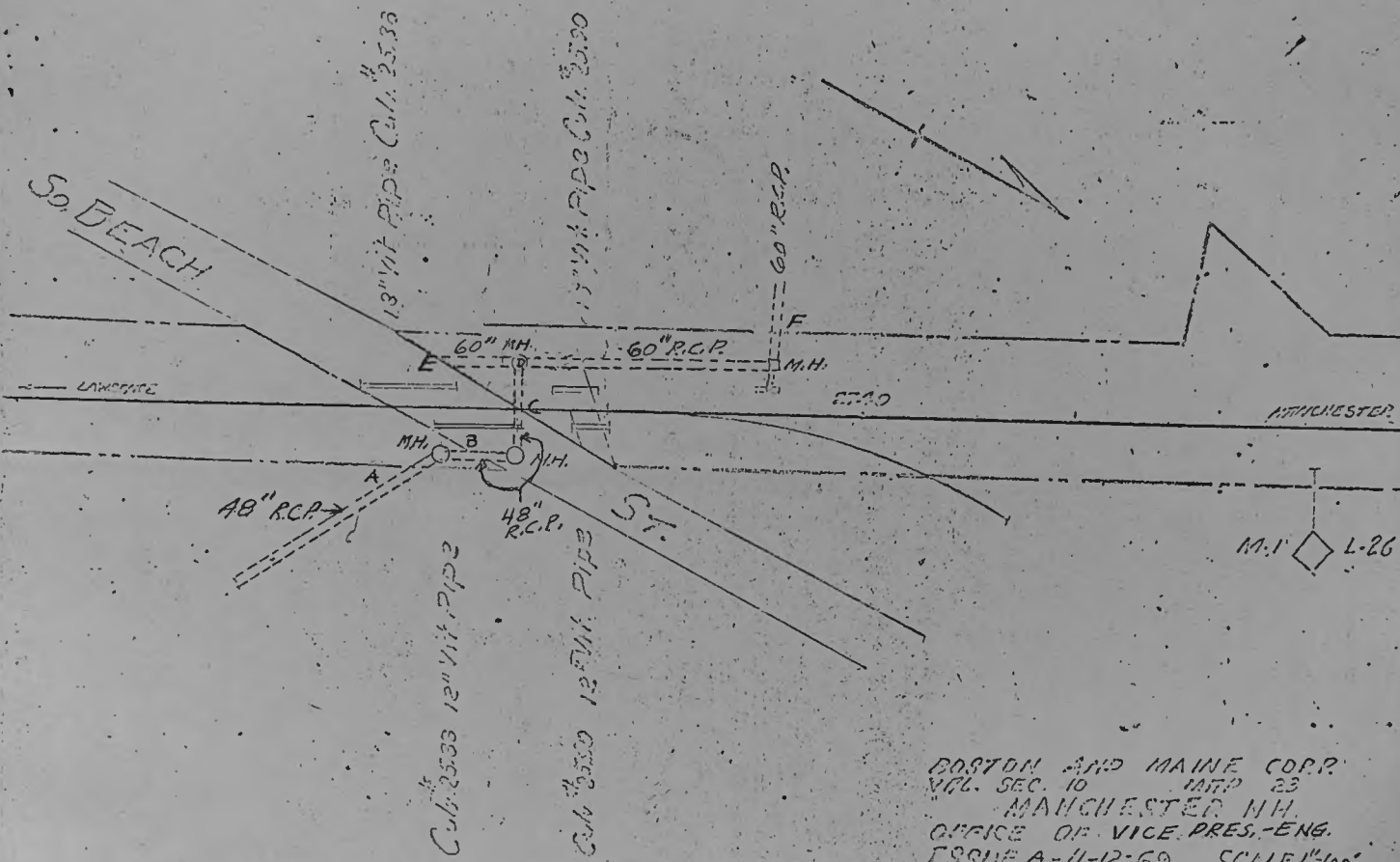
City of Manchester, New Hampshire

By

Charles R. Stanton

Title

Mayor



13" Vit Pipe Cul. 25.33  
 12" Vit Pipe Cul. 25.33

48" R.C.P.  
 48" R.C.P.  
 M.H.  
 M.H.  
 M.H.

12" Vit Pipe Cul. 25.33  
 12" Vit Pipe Cul. 25.33

BOSTON AND MAINE CORP.  
 VOL. SEC. 10 MAP 23  
 MANCHESTER, N.H.  
 OFFICE OF VICE-PRES. ENG.  
 ISSUE A-11-12-69 SCALE 1"=100'

A-B & C-D - 48" R.C.P. and one Manhole for City of Manchester, N.H.  
 E-D-F - 36"-48"-60" R.C.P. and two Manholes for City of Manchester, N.H.

B-72-5-69  
 C-5-24-76

M.1 L-26

COPY OF CONTRACT No. 59851

SUPERSEDES AND CANCELS  
CONTRACT # 58145

