

Manchester NH

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

CONTRACT BUREAU TRANSMITTAL MEMO

DATE MAY 11 1977

FROM: L. R. Mattice
Director-Contract Bureau

TO: Messrs. P. W. Carr
J. J. Nee
D. J. Hughes
M. V. Smith
✓ 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 # 59947

DEED #

CORRESPONDENCE RE CONTRACT #

✓ OPENING NOTICE SENT

CLOSING NOTICE SENT

✓ H-2
H-3
H-11

AGREEMENT GOVERNING TEMPORARY USE OF RAILROAD -- OWNED LAND AND SIDETRACK

AGREEMENT made in duplicate this _____ day of _____, 19____ 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-AF with offices at 150 Causeway Street, Boston, Massachusetts, hereinafter called the "Trustees," and Gulf Oil Corporation, a corporation duly organized by law.

hereinafter called the "Shipper."

WITNESSETH:

That WHEREAS the Trustees own, or control, and the Shipper desires the use of One (1) carlength of a sidetrack known as the "Old Northward Passing Track" located just south of Byron Street, so-called together with the land thereunder.

which premises are a part of the land and location of the Trustees----- in the city of Manchester, New Hampshire and are held for railroad purposes but the Trustees are willing, so far as they lawfully may, to lease the premises temporarily for the use of the said Shipper without in any way abandoning the title or the location of said Trustees----- therein.

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

1. The Shipper may use the said premises, together with the sidetrack above described in accordance with the provisions of this agreement. The Shipper agrees at all times while tank cars are being unloaded on said track that it will have some one in attendance who shall disconnect said cars whenever the Trustees desire to switch cars to or from said sidetrack.

2. The Shipper agrees to pay to the Trustees as rent for use of said premises and use and maintenance of said sidetrack, the sum of ~~Twenty and no/100 (20.00)~~ Dollars per month or fraction thereof for the first month and ~~Fifteen and no/100 (15.00)~~ Dollars per month or fraction thereof, ~~An advance during the continuance of this agreement.~~ payable annually

Owner-ship and Maintenance

3. It is agreed that the sidetrack is owned by the Trustees and that the Trustees shall keep said sidetrack in proper repair and that the Shipper shall remove ice and snow therefrom. The Trustees shall determine when repairs are to be made.

Track Changes

4. The Shipper agrees not to permit or authorize the use of said leased premises by or for the benefit of any person, firm or corporation not a party to this agreement, nor to assign this contract or any rights thereunder without written consent of the Trustees.

Switching

5. 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 the published tariffs of the Trustees which are at the time applicable. It is understood, however, that cars shall be placed for the Shipper only upon section above described of said sidetrack; the use of said sidetrack by the Shipper to be subject to necessary switching operations in its use by the Trustees or to accommodate shippers who now have or may hereafter acquire rights in the use of said sidetrack or other trackage connecting therewith.

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.

5 A. Special Provisions:

a. Notwithstanding anything to the contrary contained herein or elsewhere, the Shipper shall use said carlength of sidetrack and premises only for storage of cars.

RECEIVED
BOSTON & MAINE CORPORATION
SUPERINTENDENT-POSTAL DIVISION

MAY 12 1977

COPY OF CONTRACT No. 59917