

Manchester N.H.

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

CONTRACT BUREAU TRANSMITTAL MEMO

DATE AUG 30 1978
FROM: L. R. Mattice
Director-Contract Bureau

TO: Messrs. P. W. Carr
D. J. Hughes
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 # 60268

DEED #

CORRESPONDENCE RE CONTRACT #

✓ OPENING NOTICE SENT

CLOSING NOTICE SENT

H-7

PIPE AGREEMENT

THIS AGREEMENT, made in duplicate this 24th day of August 1978, 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 one (1) 48 inch sewer pipe

hereinafter called the "facility", within the premises of the Trustees at Manchester, N. H., as shown on plan marked:

"Boston and Maine Corporation
Val. Sec. 21 Map 17
MANCHESTER, N. H.
Scale 1"=100' Aug. 15, 1978,"

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 Engineering Officer of the 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. If, however, for any reason the Licensee, its agents, servants or employees shall perform all or any of the foregoing, or cause such work to be performed by another without previous notification as required herein, then, in that event, the Licensee shall pay to the Trustees, as liquidated damages, those amounts which the Licensee would have been required to pay if said notice had been given and Licensee shall, at its own expense, without cost to the Trustees, and under the supervision of the Principal Engineering Officer of the Trustees restore the property to its condition immediately prior to the performance of such work.

2. The Licensee shall pay the Trustees as rental for the license herein granted the sum of

Eighty and No/100 (\$80.00) - - - - - Dollars
for the first ~~three~~-year rental period and
Thirty and No/100 (\$30.00) - - - - - Dollars
per ~~three~~ year ~~period~~ thereafter during the continuance of this agreement, effective the 1st day
of September, 1978, payable in advance for each ~~three~~ ^{one} 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 provided, however, that the Trustees shall be entitled to
a rental of not less than Eighty and No/100 (\$80.00) - - - - - Dollars.

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 within 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 ^{1/3}set/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

By

Officer
Vice President - Engineering

CITY OF MANCHESTER, NEW HAMPSHIRE

By *Donald M. Long*
Title *Public Works Director*

Form approved:

Execution approved:
