

Manchester NH

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

CONTRACT BUREAU TRANSMITTAL MEMO

DATE: OCT 12 1979

FROM: L. R. Mattice
Director-Contract Bureau

TO: Messrs. P. W. Carr
J. J. Nee
D. J. Hughes
M. V. Smith
✓ E. R. Towle
~~J. T. Walsh~~
Agent- *Manchester, N.H.*

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

CONTRACT # *60370-A*

DEED #

CORRESPONDENCE RE CONTRACT #

OPENING NOTICE SENT

2014
H-2
✓H-3
H-11

AGREEMENT TO SWITCH TO AND FROM SIDETRACK

AGREEMENT made in duplicate this 5th day of Oct 1978 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 New Hampshire Plastics, Inc. of Manchester, New Hampshire 03102

hereinafter called the "Shipper."

WITNESSETH:

That WHEREAS section A-B of the sidetrack A-D is owned by the Trustees and section B-D of said sidetrack is owned or controlled by the Shipper, as shown on plan attached hereto and made a part hereof, marked: "Boston and Maine Corporation Val Sec. 10 Map 20 MANCHESTER, NH Office of the Vice President Engr. Scale 1 in=40 ft. Issue A-3-17-79 B-7-9-79 C-8-20-79",

and the Shipper desires the Trustees to switch cars to and from said sidetrack A-D and

WHEREAS the Trustees are willing to switch cars to and from said sidetrack for the Shipper subject to reasonable terms and regulations.

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

Operation 1. 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 published tariffs of the Trustees which are at the time applicable; provided, however, that cars shall be placed for said Shipper only upon section B-D of said sidetrack.

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.

Maintenance 2. The Shipper shall keep section B-D of said sidetrack, including trestles, bridges, culverts, conduits and other structures appurtenant thereto, in proper repair and shall remove ice and snow therefrom and keep the same in suitable condition without notice from the Trustees. The Trustees may refuse to operate upon said sidetrack when the condition is unsatisfactory to the Trustees. The Trustees shall keep section A-B in proper repair and the Shipper shall reimburse the Trustees therefor.

Track Changes 3. Any changes, rearrangements or extensions of said sidetrack or structures appurtenant thereto, hereafter required on account of size or type of cars switched to and from said sidetrack or any changes in the track or tracks of the Trustees or because of any changes in the operating practice of the Trustees, shall be made at the expense of the Shipper unless otherwise mutually agreed by the parties hereto.

Assignment 4. The Shipper agrees not to assign this contract or any rights thereunder without written consent of the Trustees.

5. Special Provisions.

(A) It is agreed that if tank cars are loaded or unloaded on said sidetrack by the Shipper the following rules and regulations must be followed:

- (1) Loading and/or unloading operations must be performed by reliable persons properly instructed and made responsible for safe handling.
- (2) Car brakes must be set and wheels blocked on all cars being loaded or unloaded

(3) At all times during loading or unloading operations caution signs of type that clamp to rail must be provided and so placed as to give necessary warning to persons approaching car from open end or ends of siding and such signs must be left up until after the car is completely loaded or unloaded and disconnected from the pipe connection. Signs must be of metal, at least 12 inches by 15 inches in size and must bear the words: "STOP - Tank Car Connected", the word "STOP" being in letters at least 4 inches high and the other words in letters at least 2 inches high. The letters must be white on a blue background.

(B) It is agreed that the Trustees have constructed at the expense of the Shipper that part of said sidetrack A-D which is shown between the letter A-B on said plan attached at a cost of \$13,800.00 and the Trustees will reimburse the Shipper up to such amount at the rate of Five and no/100 (5.00) Dollars for each loaded car which is handled on said sidetrack and on which the Trustees have received a line haul; it being further agreed that no such refunds shall be made until after the Trustees have received from the Shipper full payment of all money due the Trustees in connection with the cost of installing said sidetrack. Nothing in this agreement shall be construed to imply that the Trustees will reimburse the Shipper for the cost of any part of the sidetrack except as above described.

(C) It is understood, covenanted and agreed by and between the parties hereto that reinforcing the sanitary sewer line and filling the storm sewer drainage ditch in adjoining land and location of the Railroad operated by the Trustees is to be protected at the sole expense of the Shipper against any adverse effect caused in the sole judgment of the principal engineering officer of the Railroad operated by the Trustees.

Indemnity

6. It is understood that the movement of railroad locomotives involves some risk of fire and the Shipper assumes all responsibility for and agrees to indemnify the Trustees against loss or damage to property of the Shipper or to property upon the Shipper's premises, regardless of Trustees' negligence, arising from fire caused by locomotives operated by the Trustees on said sidetrack or in the vicinity for the purpose of serving said sidetrack, except to the premises of the Trustees and to rolling stock belonging to the Trustees or to others, and to shipments in the course of transportation.

The Shipper also agrees to indemnify and hold harmless the Trustees for loss, damage or injury from any act or omission of the Shipper, its employees or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or about said sidetrack; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto it shall be borne by them equally.

Clearance

7. No obstruction of any kind whatsoever shall be permitted within the distances shown by the lines on the Clearance Diagram upon this agreement without first obtaining the consent of the Principal Engineering Officer of the railroad operated by the Trustees and the Shipper shall at all times save harmless and indemnify the Trustees from and against all loss, cost, damage or expense which the Trustees may directly or indirectly suffer or be subject to, caused wholly or in part or in any way referable to the existence of such obstruction whether with or without the consent of said Principal Engineering Officer.

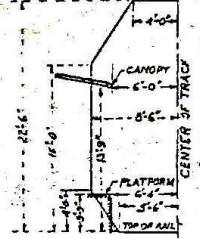
Hazardous materials

8. The Shipper agrees not to load, unload or store hazardous materials as defined by the regulations of the United States Department of Transportation, upon said sidetrack, unless express written permission is given by the Superintendent of the Trustees, and the Shipper shall at all times save harmless and indemnify the Trustees from and against any and all damage to rolling stock belonging to the Trustees or to others on said sidetrack due to the presence of said hazardous materials on the premises unless such damage is due to fire communicated by railroad locomotives while not operating on said sidetrack or in the vicinity for the purpose of serving said sidetrack.

Termination

9. This agreement shall take effect on the 20th day of June, 1979 and shall continue in full force and effect for the term of one year, and thereafter until terminated on any day by thirty days' written notice given by either party to the other, of intention to terminate. Such notice on the part of the Trustees may at their option be given by posting in a conspicuous place on or about said sidetrack and this agreement, in such case, shall terminate in thirty days after such posting.

CLEARANCE ON STRAIGHT TRACK



ALLOWANCE FOR CLEARANCE ON CURVES	
DEVIATION	ELEVATION
FOR TRACK	IN ADDITION TO ALLOWANCE FOR
GRADE OF	CLEARING, MAKE UP
QUANTITY	CLEARANCE FROM TOP OF RAIL
TO BE	AND TOP OF TRACK OF CLEARANCE

It is agreed that any portion of the sidetrack owned by the Shipper which is situated on Trustees' land or right-of-way shall remain the property of and may be removed by said Shipper at any time before the termination of this agreement or within ten days thereafter; and it is further agreed that any part of said sidetrack remaining upon said Trustees' land or right-of-way ten days after termination of this agreement shall become and be absolutely the property of the Trustees.

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors or assigns of the parties hereto respectively and the word "Trustee" shall be considered as meaning, "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, their successors or assigns" and the word "Shipper" shall be considered as meaning the "Shipper, its heirs, executors, administrators, successors or assigns," wherever the context does not render such construction impossible.

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

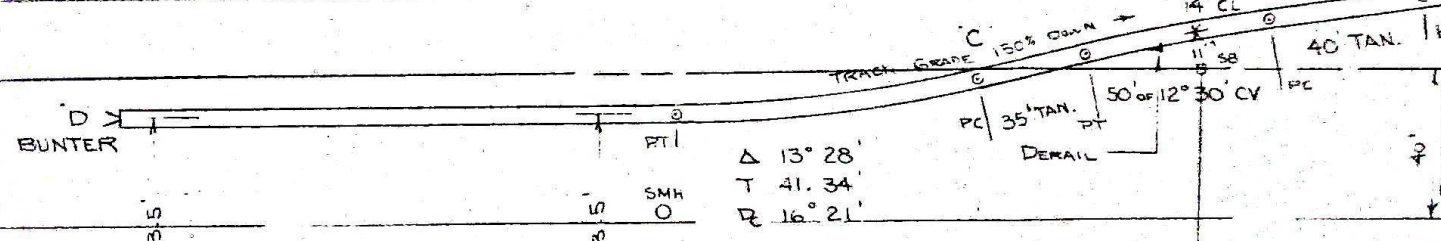
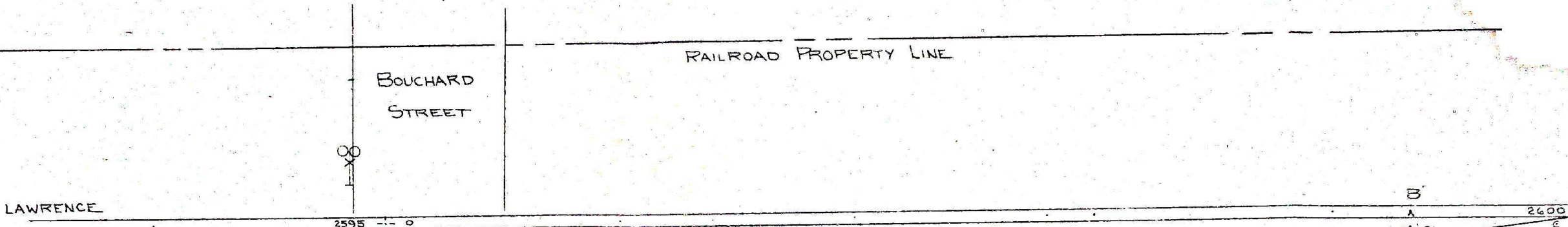
Form approved

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

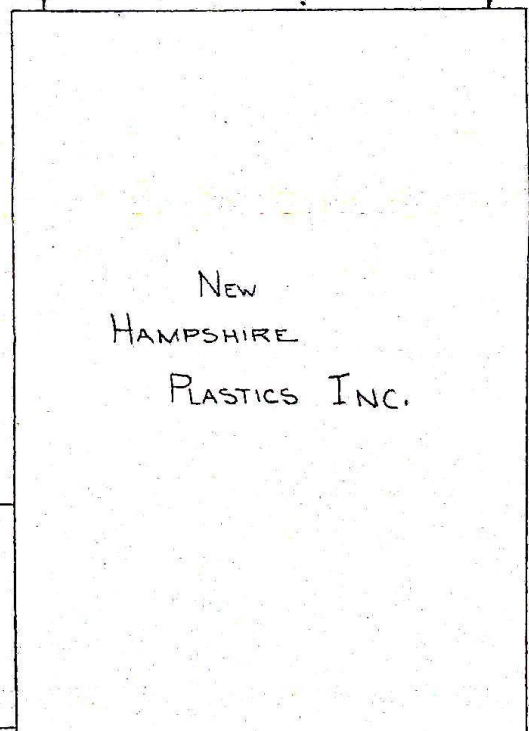
Execution approved

BY: [Signature] Director
Real Estate and Industrial Development

New Hampshire Plastics, Inc.
By: [Signature]
Title: [Signature]



BM. - NW BOLT ON BASE OF
SIGNAL FLASHER
ELEV. = 100.0' ASSUMED



MARK	LEN
A-B	13'
B-C	13'
C-D	2'

