

**ACQUISITION FROM THE
ELLIOT HOSPITAL**

**MANCHESTER
HILLSBOROUGH COUNTY REGISTRY**

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the Elliot Hospital of the City of Manchester ("Grantor"), One Elliot Way (formerly 955 Auburn Street), Manchester, NH, 03103-3599, for consideration paid, does grant to the State of New Hampshire ("Grantee") acting by the Department of Transportation, 1 Hazen Drive, P.O. Box 483, Concord, New Hampshire 03301-0483, a perpetual easement for the following purposes and upon the following terms and conditions:

SCOPE OF EASEMENT.

To construct, maintain and operate solely at its own expense, taking the land as Grantee finds it, a transportation easement ("Transportation Easement") for any mode of public travel, including, but not limited to, vehicular, railroad, bus, or other form of mass transit, pedestrian, bicycle, snowmobile (but excluding all motorcycles) or other form of recreational travel.

LOCATION DESCRIPTION.

The location of the Transportation Easement shall be along the southerly boundary of Grantor's property at a width of twenty feet (20'), running westerly from Tarrytown Road along Massabesic Street ("Easement Area"), as indicated in the plan recorded concurrent with the recording of this easement.

Grantee shall use a good faith best effort to locate the actual construction of any transportation improvements in a manner or location, (i) which will minimize the impact of the improvements upon the property of Grantor, including moving the

location of the Transportation Easement to other property of Grantor, if feasible, (ii) and which will afford Grantor, to the extent feasible, a concurrent right of use of the Easement Area, provided however, such use shall not materially interfere with Grantee's easement rights.

RESERVATION OF RIGHTS.

Grantee acknowledges that the Transportation Easement is subordinate to a telecommunications easement reserved by Grantor's predecessor in title, more fully described in the deed from which Grantor took title. Grantor also reserves a temporary construction right over the Transportation Easement to allow Grantor whenever necessary to temporarily use the space to facilitate and accomplish any construction work adjacent to the easement which it may from time to time undertake.

CONSIDERATION.

Grantee shall provide Grantor with a written notice, certified mail, 60 days prior to the start of commencement of use of the Transportation Easement, whereupon the parties hereto shall agree upon the identity of an appraiser who shall determine the fair market value thereof ("Appraised Value"). Prior to commencement of use of the easement a closing shall be held at which Grantee shall pay Grantor in cash or bank check the Appraised Value and pay all attendant costs of closing, including the appraiser's fee.

Witness its hand this 24th day of July, 1995.

ELLIOT HOSPITAL OF THE
CITY OF MANCHESTER

Judy Peterson
Witness

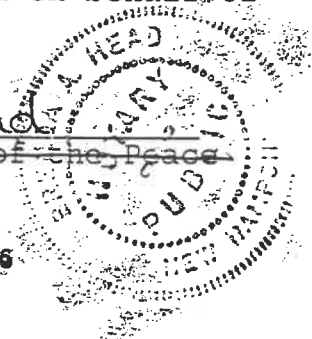
By: [Signature]
Its CEO

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this the 24th day of July, 1995, before me,
[Signature], the undersigned officer, personally
appeared Robert G. Cholette as CEO of Elliot Hospital
of the City of Manchester, known to me and acknowledged that he
executed the same for the purposes therein contained on behalf of
the corporation.

Brenda A. Head
Notary Public/Justice of the Peace
My Commission Expires:

My Commission Expires January 23, 1996



WJD 9901 CM3

STATE OF NEW HAMPSHIRE

Matthew Richards
Witness

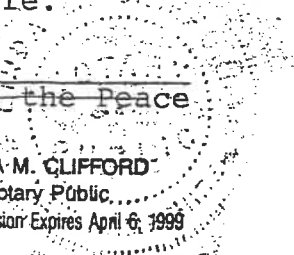
By: [Signature]
Assistant Commissioner
of Transportation

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH Merrimack

On this the 26th day of July, 1995, before me,
Linda Clifford, the undersigned officer, personally
appeared Leon S. Kenison as Assistant Commissioner
of Transportation for the State of New Hampshire, known to
me and acknowledged that he executed the same for the purposes
therein contained on behalf of the State of New Hampshire.

Linda M. Clifford
Notary Public/Justice of the Peace
My Commission Expires:

LINDA M. CLIFFORD
Notary Public
My Commission Expires April 6, 1998



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RELEASE DEED

BOSTON AND MAINE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts 01862 (the "Grantor") in consideration of Two Hundred Thousand and no/100-----

----- (\$200,000.00--) Dollars paid to it by Elliot Hospital of the City of Manchester, with a mailing address of 228 Maple Street, Manchester, New Hampshire 03103-----

(the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon and appurtenances thereto, if any, situated in Manchester, County of Hillsborough, State of New Hampshire----- (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. The Grantor hereby reserves a permanent, exclusive right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiberoptic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Seller further hereby agrees to restrict, to the extent feasible, the location and width of the Telecommunication Easement, to a strip of land ten (10') feet in width, and bounded by and running parallel to the southerly boundary of the Premises. The Grantor and Grantee mutually agree that the telecommunications system and any other means of telecommunication transmission shall be constructed and installed underground to the extent feasible and that it may become necessary to

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

NO. 1 DAY 1995

192484

08/01/1995

THOUSAND 0 HUNDRED AND 00 DOLLARS

AMOUNT \$ 200,000.00

VOID IF ALTERED

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locate the easement and transmission system and/or any other means of transmission with reference to existing physical conditions and operating requirements of the Grantor. The Grantor may request any such relocation and the Grantee agrees to cooperate in allowing such relocation provided that such relocation does not interfere with the intended use or operations of the Grantee.

The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor.

The Telecommunication Easement is subject to the provision that any work performed by the Grantor, its successors and assigns, shall be done at such times and in such manner as shall not unreasonably interfere with the use of the Premises by the Grantee and other parties using the same. Grantor agrees that Grantee has the use of said Telecommunication Easement area for all purposes including the installation of utilities and Grantee agrees not to unreasonably interfere with Grantor's Telecommunication Easement. The Grantor and Grantee each covenant to reasonably repair and restore the surface of the Easement area after any work.

3. The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day

period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.

4. ~~The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.~~
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to irrevocably waives, gives up and renounces any and all claims or causes of action against the Grantor in respect of claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.
7. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"). If fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.~~

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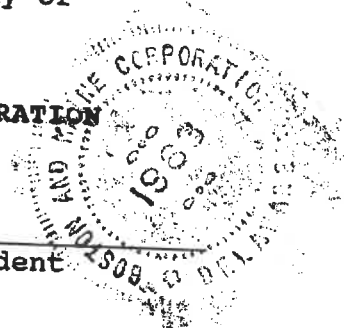
8. ~~This conveyance is subject to the following restriction~~ for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the ~~railroad operated by the Grantor, or otherwise.~~
9. ~~By the acceptance of this deed and as part consideration~~ therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way ~~attributable to any breach of the foregoing covenant.~~
10. ~~The Grantee shall not~~ ~~use~~ ~~any~~ ~~and~~ ~~all~~ overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such ~~facilities.~~
11. Whenever used in this deed, the term "Grantor" shall not only refer to the BOSTON AND MAINE CORPORATION, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case may be.
12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

IN WITNESS WHEREOF, the said BOSTON AND MAINE CORPORATION has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this July, 1995. 18th day of

GRANTOR:
BOSTON AND MAINE CORPORATION

Richard Duvalet
Witness

By: David A. Fink
David A. Fink, President



GRANTEE:
ELLIOT HOSPITAL OF THE CITY OF MANCHESTER

Judy Peterson
Witness

By: [Signature]

COMMONWEALTH OF MASSACHUSETTS

Middlesex , ss.

July 18, 1995

Then personally appeared the above-named David A. Fink, the President of the BOSTON AND MAINE CORPORATION and acknowledged the foregoing release deed to be his free act and deed and the free act and deed of said BOSTON AND MAINE CORPORATION, before me.

[Signature]
Notary Public
My Commission Expires: 11-25-99

STATE OF NEW HAMPSHIRE

Hillsborough , ss.

July 24, 1995

Then personally appeared Robert G. Cholette the CEO of ELLIOT HOSPITAL OF THE CITY OF MANCHESTER---
-----and acknowledged the foregoing release deed
to be his/her free act and deed and the free act and deed of ELLIOT
HOSPITAL OF THE CITY OF MANCHESTER-----
-----, before me.

Brenda A. Heade
Notary Public:
My Commission Expires:
- 5 -
My Commission Expires January 23, 1996

#8321-B30

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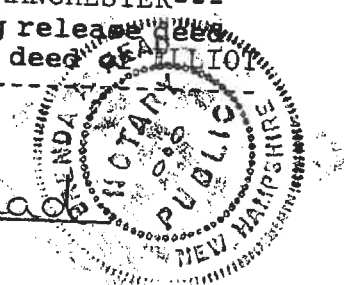


EXHIBIT A

A certain tract or parcel of land, with the improvements thereon, situated in Manchester, Hillsborough County, New Hampshire and shown on a plan entitled "Land in Manchester, NH, Boston and Maine Corporation to Elliot Hospital of the City of Manchester," Scale: 1" = 50', dated May 31, 1995, prepared by Hayner/Swanson, Inc. and recorded in the Hillsborough County Registry of Deeds as Plan No. 27565. Said tract is more particularly bounded and described as follows:

Beginning at the westernmost corner of the premises, at a point on the northerly side of Massabesic Street;

thence along a curve with a radius of 1,957.82 feet a distance of 208.31 feet, more or less, to a point at PC STA. 2019+98.01;

thence South 66° 35' 14" East a distance of 635.51 feet, more or less, to a point at PT STA. 2013+62.5;

thence along a curve with a radius of 1,408.68 feet along land of Elliot Hospital a distance of 490.19 feet, more or less, to a point;

thence along the same curve a distance of 2.43 feet, more or less, to a point on the westerly side of Tarrytown Road;

thence South 01° 55' 53" East, along the westerly side of Tarrytown Road, a distance of 66.28 feet, more or less, to a point;

thence along a curve with a radius of 1,474.68 feet along land of EHS Corporation, a distance of 519.40 feet, more or less, to a point;

thence North 66° 35' 14" West a distance of 54.07 feet, more or less, to a point;

thence South 24° 37' 18" West a distance of 4.73 feet, more or less, to a point on the northerly side of Massabesic Street;

thence North 65° 22' 42" West along Massabesic Street a distance of 573.20 feet, more or less, to a point;

thence North 54° 10' 44" West along Massabesic Street a distance of 221.35 feet, more or less, to the point of beginning.

Containing 1.853 acres, more or less, according to said plan.

BOSTON AND MAINE CORPORATION

Secretary's Certificate

I, John R. Nadolny, being the duly elected and presently serving Secretary of Boston and Maine Corporation (the "Corporation") do hereby certify that the following vote was duly adopted by the Directors of the Corporation at a meeting of the Board of Directors held on May 25, 1995.

VOTED: That the Corporation sell, assign, transfer and convey to Elliot Hospital of the City of Manchester a portion of the Corporation's so-called "Portsmouth Branch" containing approximately 81,835 square feet of land located in Manchester, New Hampshire for a consideration of Two Hundred Thousand (\$200,000.00) Dollars.

VOTED: That David A. Fink, President of the Corporation or Leonard A. Lucas, Vice President - Real Estate of the Corporation jointly or individually are hereby authorized, empowered and directed, on behalf of and in the name of the Corporation, to execute, seal and deliver such agreements of sale, deeds, certificates and other instruments as he or they shall deem necessary, appropriate or convenient to effect the transaction contemplated by the foregoing vote, and that all actions taken in furtherance of said transaction prior to the date hereof are hereby ratified, approved, confirmed and adopted in all respects.

I further certify that such vote has not been altered, amended or rescinded, and remains in full force and effect as of the date hereof.

WITNESS my hand and the seal of the Corporation as of this 13th day of June, 1995.



John R. Nadolny
John R. Nadolny, Secretary

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EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the Elliot Hospital of the City of Manchester ("Grantor"), One Elliot Way (formerly 955 Auburn Street), Manchester, NH, 03103-3599, for consideration paid, does grant to the State of New Hampshire ("Grantee") acting by the Department of Transportation, 1 Hazen Drive, P.O. Box 483, Concord, New Hampshire 03301-0483, a perpetual easement for the following purposes and upon the following terms and conditions:

SCOPE OF EASEMENT.

To construct, maintain and operate solely at its own expense, taking the land as Grantee finds it, a transportation easement ("Transportation Easement") for any mode of public travel, including, but not limited to, vehicular, railroad, bus, or other form of mass transit, pedestrian, bicycle, snowmobile (but excluding all motorcycles) or other form of recreational travel.

LOCATION DESCRIPTION.

The location of the Transportation Easement shall be along the southerly boundary of Grantor's property at a width of twenty feet (20'), running westerly from Tarrytown Road along Massabesic Street ("Easement Area"), as indicated in the plan recorded concurrent with the recording of this easement.

Grantee shall use a good faith best effort to locate the actual construction of any transportation improvements in a manner or location, (i) which will minimize the impact of the improvements upon the property of Grantor, including moving the

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location of the Transportation Easement to other property of Grantor, if feasible, (ii) and which will afford Grantor, to the extent feasible, a concurrent right of use of the Easement Area, provided however, such use shall not materially interfere with Grantee's easement rights.

RESERVATION OF RIGHTS.

Grantee acknowledges that the Transportation Easement is subordinate to a telecommunications easement reserved by Grantor's predecessor in title, more fully described in the deed from which Grantor took title. Grantor also reserves a temporary construction right over the Transportation Easement to allow Grantor whenever necessary to temporarily use the space to facilitate and accomplish any construction work adjacent to the easement which it may from time to time undertake.

CONSIDERATION.

Grantee shall provide Grantor with a written notice, certified mail, 60 days prior to the start of commencement of use of the Transportation Easement, whereupon the parties hereto shall agree upon the identity of an appraiser who shall determine the fair market value thereof ("Appraised Value"). Prior to commencement of use of the easement a closing shall be held at which Grantee shall pay Grantor in cash or bank check the Appraised Value and pay all attendant costs of closing, including the appraiser's fee.

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Witness its hand this 24th day of July, 1995.

ELLIOT HOSPITAL OF THE
CITY OF MANCHESTER

Judy Peterson
Witness

By: [Signature]
Its CEO

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this the 24th day of July, 1995, before me,
[Signature], the undersigned officer, personally
appeared Robert G. Cholette as CEO of Elliot Hospital
of the City of Manchester, known to me and acknowledged that he
executed the same for the purposes therein contained on behalf of
the corporation.

Brenda A. Head
Notary Public/Justice of the Peace
My Commission Expires:

My Commission Expires January 23, 1996



WJD 9901 CN3

STATE OF NEW HAMPSHIRE

Matthew Richards
Witness

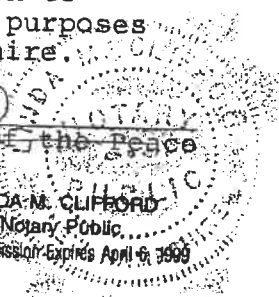
By: [Signature]
Assistant Commissioner
of Transportation

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH Merrimack

On this the 26th day of July, 1995, before me,
Linda Clifford, the undersigned officer, personally
appeared Leon S. Reinson as Assistant Commissioner
of Transportation for the State of New Hampshire, known to
me and acknowledged that he executed the same for the purposes
therein contained on behalf of the State of New Hampshire.

Linda M. Clifford
Notary Public/Justice of the Peace
My Commission Expires:

LINDA M. CLIFFORD
Notary Public
My Commission Expires April 6, 1999



BK 5645 PG 1087