

**DISPOSAL FROM THE  
STATE OF NEW HAMPSHIRE  
TO  
CITY OF NASHUA**

**NASHUA  
HILLSBOROUGH COUNTY REGISTRY**

QUITCLAIM

KNOW ALL PERSONS BY THESE PRESENTS,

THAT, The State of New Hampshire, whose mailing address is 1 Hazen Drive, PO Box 483, Concord, NH 03302-0483, by Leon S. Kenison., Commissioner of The Department of Transportation, pursuant to vote of the Governor and Council on August 20, 1997, and in accordance with the provisions of New Hampshire Revised Statutes Annotated 228:31, for considerations received, to it in hand before the delivery hereof, from the City of Nashua whose address is 229 Main Street, County of Hillsborough, State of New Hampshire, has remised, released, and forever QUITCLAIMED, and by these presents, does remise, release, and forever quitclaim unto said City of Nashua, its successors and assigns forever:

Any and all interest the State of New Hampshire has in a portion of the abandoned Nashua Branch Railroad Corridor, formerly Boston and Maine Corporation, in the City of Nashua, County of Hillsborough, State of New Hampshire; for the Nashua STP-TE-X-000S(088), 11918 pedestrian and bike path project, bounded and described as follows:

Two certain strips or parcels of land (railroad right-of-way) located in Nashua, County of Hillsborough, State of New Hampshire and being portions of the railroad line sometimes referred to as the Worcester, Nashua and Portland Branch and being more particularly described as follows:

Parcel I

Beginning at the westerly sideline of Main Street, at approximately centerline engineering station ("CLE") 2382+12 as shown on plans for federal railroad valuation section 6 on map 46 in Nashua, New Hampshire;

Thence continuing in a westerly direction to the point of termination at the easterly sideline of Palm Street at CLE 2364+26 as shown on plans for said federal railroad valuation section 6 on map 46.

Said parcel contains approximately 40,690 square feet of land or 0.94 acre.

Parcel II

Beginning at the westerly sideline of Pine Street at approximately CLE 2361+42 as shown on plans for federal railroad valuation section 6 on map 46.

Thence continuing in a westerly direction to the point of termination at CLE 2313+13.9 as shown on plans for federal railroad valuation section 6 map 45.

Said parcel contains approximately 400,074 square feet of land or 9.18 acres.

Containing in all 10.12 acres more or less and being all that real estate recorded in the Hillsborough County Registry of Deeds, Book 5783, Pages 232, 233, 234, 235, 236 on January 13, 1997.

Said parcels include the entire width of these sections of this rail line including all appurtenances thereto and all fixtures attached or affixed thereon. Said parcels run in a generally westerly direction and are more particularly defined as shown outlined within heavy dashed lines ( \_\_\_\_\_ ) as shown on federal railroad valuation plans on file with the Chief Engineer of the Boston and Maine Corporation, Iron Horse Park, North Billerica, Massachusetts 01862 and the State of New Hampshire, Department of Transportation, Bureau of Railroads and Public Transportation, PO Box 483, Concord, New Hampshire 03302-0483.

This conveyance is subject to all the reservations, conditions, covenants and agreements between the State of New Hampshire Department of Transportation and the Boston and Maine Corporation as specified in the above referenced document recorded in the Hillsborough County Registry of Deeds Book 5703, Pages 232, 233, 234, 235, 236, on January 13, 1997.

746145

97 SEP 10 PM 3:34

BK 5850 PG 1868

As a further condition of this instrument the City of Nashua agrees to the following:

1. If at any time, the property herein conveyed, or any portion thereof, is proposed to be sold or otherwise conveyed, the City of Nashua hereby agrees that it will coordinate with the Commissioner of the New Hampshire Department of Transportation, whose address is J. O. Morton Building, PO Box 483 Hazen Drive, Concord, NH 03301-0483; and will also coordinate with the Federal Highway Administration (FHWA) New Hampshire Division, whose address is 279 Pleasant Street, Concord, NH, 03301-2509, for approval of the sale of that/those portion(s) proposed to be conveyed.

2. If the sale or conveyance of all or a portion of this property occurs as outlined in (1.) above, the City of Nashua hereby agrees to reimburse the FHWA the amount of eighty (80%) percent of the then appraised fair market value for that/those portion(s) of property being conveyed.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereunto belonging to the said Grantees, to them, their heirs, and assigns forever:

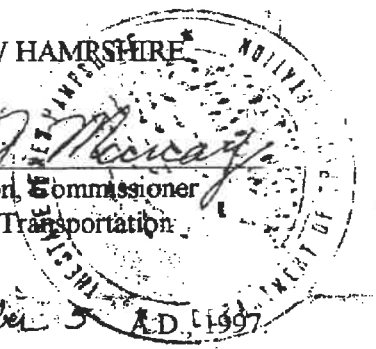
IN WITNESS WHEREOF The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by Leon S. Kenison, Commissioner of The Department of Transportation, duly authorization and executed this 5<sup>th</sup>, day of September, in the year of our Lord, 1997.

Signed, Sealed and Delivered in the presence of:

*M. M. [Signature]*

THE STATE OF NEW HAMPSHIRE

*for* Carol D. [Signature]  
Leon S. Kenison, Commissioner  
Department of Transportation



STATE OF NEW HAMPSHIRE Merrimack

SS September 5 A.D. 1997

On this 5<sup>th</sup> day of September, 1997, before me, Linda M. Clifford, the undersigned officer, personally appeared Leon S. Kenison, who acknowledged himself to be the Commissioner of The Department of Transportation, and that he, as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The State of New Hampshire by himself as Commissioner of the Department of Transportation.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

Linda M. Clifford  
Notary Public/Justice of the Peace  
My commission expires 4/6/99



BK5850PG1869



14.37  
2  
not

639  
Dept of  
Trans

QUITCLAIM DEED

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, THAT, The State of New Hampshire, Department of Transportation, whose mailing address is PO Box 483, 7 Hazen Drive, Concord, New Hampshire 03302-0483, by the Commissioner of the Department of Transportation (the Grantor), pursuant to vote of the Governor and Executive Council on September 29, 1998, (Item # 211), and in accordance with the provision of New Hampshire Revised Statutes Annotated 228:31, and for consideration paid, hereby grants to the City of Nashua, a Municipal Corporation, with a principal office at PO Box 2019, Nashua 03061-2019, County of Hillsborough, State of New Hampshire (the Grantee), with QUITCLAIM covenants:

A parcel of land including but not limited to the buildings, bridges, structures, crossing, fixtures and improvements thereon, located in the City of Nashua, County of Hillsborough, State of New Hampshire and being more particularly described as:

A certain parcel of land starting at the Massachusetts/New Hampshire State Line centerline engineering station 2075+85.5 as shown on the Right of Way and Track Map, Boston and Maine Railroad, operated by the Boston and Maine, Valuation Section V6, Map 41, thence continuing in a northerly direction and ending at centerline engineering station 2088+75. This parcel extends 41.25 feet on either side of the centerline from station 2075+85.5 to station 2088+75, thence following the southwesterly sideline of Depot Road to its most northerly point ending at station 2089+50±.

Said parcel containing a total area of approximately 2.48 acres of land, more or less.

Said tracts include the entire width of said portion of said rail line including all appurtenances thereto and all fixtures attached or affixed thereon. Said right of way parcel runs generally in a northerly direction and as more particularly defined as shown outlined within heavy dashed lines ( \_\_\_\_\_ ) as shown on Federal Valuation plans on file with the Chief Engineer of the Boston and Maine Corporation, Iron Horse Park, North Billerica, Massachusetts and the State of New Hampshire, Department of Transportation, Bureau of Rail and Transit, Seven Hazen Drive, Concord, NH 03302.

Meaning and intending to convey the railroad right of way conveyed to the State of New Hampshire by the Boston and Maine Corporation by a deed recorded November 5, 2003, at the Hillsborough County Registry of Deeds in Book 7113, Page 0937.

This conveyance is subject to the following reservation, 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. By the acceptance of this deed and as part consideration therefore, 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 above described parcel.
3. The City of Nashua hereby acknowledges that the City of Nashua is purchasing the above described parcel "as is" "with all faults" and subject to the possible existence of hazardous materials, petroleum products and/or other pollutants regulated by law. Notwithstanding the foregoing, the City of Nashua for itself, its successors, assigns and grantees hereby irrevocably waives, gives up and renounces any and all claims or causes of action against the Seller, its successors, assigns and affiliates, with respect to 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 above described parcel, 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. 9601, et seq., as amended) on, upon, or into the above described parcel; 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 upon the above described parcel. Whenever used in this deed, the term "Grantor" shall not only refer to the State of New Hampshire, 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 maybe.
4. Whenever used in this deed, the term "Grantor" shall not only refer to the State of New Hampshire, 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 maybe.

BA / 10010100BR

5. The several exception, 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.
6. If at any time the Railroad Right-of-Way herein conveyed, or any portion thereof, is proposed to be sold or otherwise conveyed, the City of Nashua hereby agrees that it will submit said sale or conveyance to the Commissioner of the New Hampshire Department of Transportation, whose address is JO Morton Building, 7 Hazen Drive, PO Box 483, Concord, NH 03302-0483 and the Federal Highway Administration (FHWA) New Hampshire Division, whose address is 270 Pleasant Street, Concord, NH 03301-2509, for approval of the sale of that portion or those portions proposed to be conveyed. The New Hampshire Department of transportation shall have 120 days, from being notified, to exercise the right of first refusal upon that portion or those portions to be sold or conveyed and the right to meet any subsequent bona fide offer by a third party.
7. If the sale of conveyance of all or a portion of the Railroad Right-of-Way occurs as outlined in Condition No. 6 listed above, the City of Nashua agrees to reimburse the FHWA the amount of eighty (80%) percent of the current market value of that portion or those portions proposed to be conveyed.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereunto belonging to the said Grantee, to them, their heirs, and assigns forever.

IN WITNESS WHEREOF The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by the Commissioner of The Department of Transportation, duly authorization and executed this 13 day of February, in the year of our Lord, 2004.

William Hall  
Witness

GRANTOR:

THE STATE OF NEW HAMPSHIRE  
Carol A. Clifford  
Commissioner  
Department of Transportation  
A. D., 2004

STATE OF NEW HAMPSHIRE, Merrimack SS. February 13

On this 13<sup>th</sup> day of February, 2004, before me, LINDA M. CLIFFORD, the undersigned officer, personally appeared the Commissioner of the Department of Transportation, and that as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

Linda M. Clifford  
Notary Public/Justice of the Peace  
My Commission Expires: 4/7/04  
LINDA M. CLIFFORD  
Notary Public  
My Commission Expires April 7, 2004  
GRANTEE:

BK 7180PG1069

Claire C. Rioux  
Witness

THE CITY OF NASHUA

By: Bernard Struts  
Title: Mayor

STATE OF NEW HAMPSHIRE, SS. A. D., 2004.

On this 9<sup>th</sup> day of January, 2004, before me, Claire C. Rioux, the undersigned officer, personally appeared the Mayor of the City of Nashua and that as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Bernard Struts as the Mayor.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

Claire C. Rioux  
Notary Public/Justice of the Peace  
My Commission Expires: \_\_\_\_\_

CLAIRE C. RIOUX, Notary Public  
My Commission Expires August 9, 2005

NASHUA, STP-TE-X-5315(040), 13105  
LAND FILE NO. 0-315-13/05-10

QUITCLAIM DEED

STATE OF NEW HAMPSHIRE

TO

CITY OF NASHUA

Hillsborough Registry

Received \_\_\_\_\_, 2004

Hour \_\_\_\_\_ Min \_\_\_\_\_ M.

Recorded Lib. \_\_\_\_\_ Fol. \_\_\_\_\_

Examined by,

Registrar

RECEIVED AND RECORDED  
HILLSBOROUGH COUNTY REGISTRY OF DEEDS  
*Judith A. Macdonald*  
JUDITH A. MACDONALD, CPO, REGISTRAR

4007  
365