

Manchester NH

BOSTON AND MAINE CORPORATION, DEBTOR
ROBERT W. MESERVE AND CHARLES W. BARTLETT, TRUSTEES

CONTRACT BUREAU TRANSMITTAL MEMO

DATE JAN 15 1976

FROM: P. E. Churchill
Director-Contract & Pass Bureau

TO: Messrs. P. W. Carr
J. J. Nee
H. B. Berkshire
~~Supt. - W. V. Forey~~ G. F. GALLAGHER
Agent

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

CONTRACT #

DEED # 12483

CORRESPONDENCE RE CONTRACT #

OPENING NOTICE SENT

CLOSING NOTICE SENT

2014

C-7

MEMORANDUM OF UNDERSTANDING

This memorandum states the understanding of the various parties listed at the end of this memorandum with respect to certain arrangements concerning railroad crossings and related matters in the vicinity of Hancock, Byron and Dunbar Streets in Manchester, New Hampshire.

(1) Hancock Street

Railroad will not object to the abandonment of Hancock Street as requested by Granite State Packing Company, provided Granite State Packing Company and Foster Grant Co., Inc. grant to the Railroad a permanent and unrestricted easement from Queen City Avenue over Sundial Street, Byron Street and land of Granite State Packing Company lying northerly of Byron Street and westerly of the Railroad right of way to the so-called Wood Yard of the Railroad. Easement will provide for the construction and maintenance including snow removal of a suitable roadway by Granite State Packing Company.

(2) Hancock Street Crossing

The present private grade crossing at Hancock Street will remain a private grade crossing, but will be reduced in width, and restricted to use by pedestrians only. Granite State Packing Company will reimburse the Railroad for future maintenance and reconstruction of the crossing, and to provide suitable insurance to the Railroad. In the event that a form of crossing protection is ordered by a Governmental Agency, such protection shall be installed and maintained by the Railroad at Granite State Packing Company's expense. Granite State Packing Company will indemnify and save harmless the Trustees of the Boston and Maine Corporation.

(3) Byron Street

Byron Street crossing shall be changed from a public crossing to a private crossing reserving

however to any public utilities or private entities any rights or easements over or under said crossing. Foster Grant Co., Inc. and Granite State Packing Company shall reimburse the Railroad for future maintenance and reconstruction of the crossing and crossing protection, and shall furnish suitable insurance to the Railroad. Railroad shall have the right to use the crossing at any and all times. Foster Grant Co., Inc. and Granite State Packing Company agree to indemnify and save harmless the Trustees of the Boston and Maine Corporation.

(4) Dunbar Street Crossing

A new crossing with automatic highway crossing protection will be installed by the Railroad at the expense of the City of Manchester at a point agreed upon by American Velcro Company, Foster Grant Co., Inc., the City of Manchester and the Railroad. The Railroad will assume full maintenance of the crossing and of the automatic highway crossing protection installed therein, unless relieved of such maintenance by order of a Governmental Agency or act of the Legislature. At the conclusion of the City's work in connection with the construction of the sewer interceptor lines, the crossing shall be left intact as a private crossing but with automatic highway crossing protection. Railroad will petition the Public Utilities Commission of the State of New Hampshire for acceptance of the Dunbar Street crossing as a private crossing. If, at any time, the City of Manchester or any of the parties to this Agreement or their successors in title shall move to change the status of this crossing to a public crossing, the Railroad will not object to such change in the status of the crossing.

(5) Culvert No. 54.93

The existing culvert in the vicinity of the premises of Granite State Packing Company

shall be filled in with concrete and abandoned, all at the expense of the City of Manchester. The work of filling the culvert will be performed by the City under Railroad supervision. A new culvert shall be installed by the City of Manchester to replace the existing culvert No. 54.93. All costs, including Railroad inspection, shall be assumed by the City of Manchester. The City will assume future maintenance of the new culvert. The easement for the culvert location shall be granted to the City by the Railroad without any cost to the City.

(6) Byron Street Right of Way

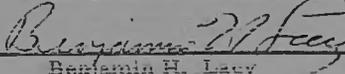
Foster Grant Co., Inc. agrees to grant to Granite State Packing Company and the Railroad a right of way over Byron Street and Sundial Avenue for access to the property of Granite State Packing Company to the north of Foster Grant Co., Inc's property and to the west of the railroad tracks. Granite State Packing Company agrees to grant to the railroad a right of way over its property to the west of the railroad tracks and north of Foster Grant Co., Inc in such a way as to extend access from Byron Street to the so-called Wood Yard of the railroad over Granite State Packing Company's property. Granite State Packing Company agrees to share the cost of the maintenance and upkeep of Byron Street on an equal basis with Foster Grant Co., Inc.

- (7) The obligations of the parties under this Memorandum of Understanding are contingent upon the awarding of Construction Contract #5 (the east interceptor north) of the Water Pollution Abatement Program by the City of Manchester.

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



Robert W. Meserve
As Trustee and not individually



Benjamin H. Lacy
As Trustee and not individually

Approved as to form
B & M Corp. Law Dept.



CITY OF MANCHESTER

By: *Donald M. R...*

FOSTER GRANT CO., INC.

By: *A. W. ... V.P.*

AMERICAN VELCRO COMPANY

By: *Edward V.P.*

GRANITE STATE PACKING COMPANY

By: *... - President*

COPY OF DEED NO. 12483

