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October 4, 2012

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ENTERED
Office of Proceedings
October 4, 2012
Part of
Public Record

Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D. C. 20423

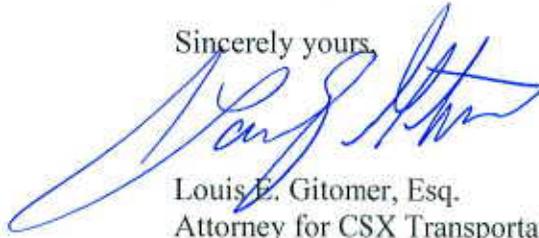
RE: Finance Docket No. 35312, *Massachusetts Department of Transportation-Acquisition Exemption-Certain Assets of CSX Transportation, Inc.*

Dear Ms. Brown:

CSX Transportation, Inc. ("CSXT") is efileing a copy of the final Release Deed and Assignment of Easement Rights for the Boston Main Line Segment as required by *Massachusetts Department of Transportation-Acquisition Exemption-Certain Assets of CSX Transportation, Inc.*, STB Finance Docket No. 35312 (STB served May 3, 2010) at 15. On October 2, 2012, CSXT completed the sale of assets to the Massachusetts Department of Transportation. CSXT had the Release Deed recorded on October 2, 2012.

Thank you for your assistance. If you have any questions, please contact me.

Sincerely yours,



Louis E. Gitomer, Esq.
Attorney for CSX Transportation, Inc.

Enclosure

**Second Closing
Execution Copy**

**THIS INSTRUMENT HAS BEEN PREPARED IN
FOUR (4) COUNTERPARTS FOR SIMULTANEOUS
RECORDING IN FOUR (4) REGISTRIES OF DEEDS**

This instrument prepared by
or under the direction of:

Philip J. Notopoulos, Esquire
Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116

RELEASE DEED AND ASSIGNMENT OF EASEMENT RIGHTS

THIS RELEASE DEED AND ASSIGNMENT OF EASEMENT RIGHTS (this "Deed"),
made as of the 2nd day of October 2012, between CSX TRANSPORTATION, INC., a Virginia
corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called

#11486561_v6

"Grantor", and the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, whose mailing address is 10 Park Plaza, Boston, Massachusetts 02116, hereinafter called "Grantee,"

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations or state agencies.)

WITNESSETH:

WHEREAS, Grantor has interests in (i) a line of railroad over which rail freight, commuter rail and intercity rail passenger service are presently conducted, consisting of (a) a 43.84 mile portion of the Boston Main Line from milepost 0.46 to milepost 44.30 including the easterly limit of Control Point 45, and (b) a portion of the former Newton Highlands Branch of the Boston Main Line extending to the municipal boundary line between Suffolk County and Norfolk County, and (ii) certain specified properties contiguous to such line; and

WHEREAS, pursuant to a certain Definitive Agreement dated as of October 10, 2008 between Grantee and Grantor, as amended (the "Definitive Agreement"), Grantee agreed to acquire Grantor's interests in such properties and such line of railroad (as hereinafter more particularly described) for the purposes of accommodating public demand for commuter rail transportation, roadways and other public purposes including the continued provision of rail freight service by Grantor, intercity rail passenger service and commuter rail service; and

WHEREAS, the parties desire that Grantee acquire Grantor's interest in such properties and line of railroad and that Grantor retain, and not transfer to the Grantee, a perpetual easement in gross over a portion of such properties and line of railroad, limited for the purpose of the exclusive provision of rail freight service subject to the terms and conditions set forth herein and to the rights of the National Railroad Passenger Corporation ("Amtrak") under the Agreement dated June 1, 1999 and all supplements thereto permitted by the Operating Agreements (as hereinafter defined), such agreement and supplements being between Grantor and Amtrak or any replacement agreement described in Section 6 hereof provided such replacement agreement complies with the terms and conditions set forth in said Section 6 (collectively, the "Amtrak Agreement"), it being the intention of the parties that Grantor remain, and the Grantee not become, the rail carrier subject to the Interstate Commerce Act, as revised, the Railway Labor Act, as revised, or any other federal law relating to the provision of railroad transportation on such properties; and

WHEREAS, this conveyance is made under threat of and in lieu of condemnation by Grantee of the real property of Grantor;

NOW THEREFORE, that Grantor, in consideration of the sum of Forty Seven Million Dollars (\$47,000,000.00) paid, does hereby grant to Grantee all right, title and interest of Grantor, if any, in and to those certain tracts or parcels of land situate, lying and being in Suffolk, Norfolk, Middlesex and Worcester Counties, Massachusetts, being the "Land" as defined and more particularly described in **Exhibit A** attached hereto and incorporated herein;

BUT EXCLUDING and excepting unto Grantor those parcels, rights and interests listed or shown on **Exhibit B** attached hereto and incorporated herein, as well as all privileges, hereditaments and

appurtenances appertaining to any such parcels, rights and interests, and the rights and interests related to the CSXT Boston Main Line Easement (as hereinafter defined) (the "Excluded Property");

TOGETHER WITH (i) all tracks, rails, ties (exclusive of tracks, rails and ties affixed as of the date hereof to the property described as Yard Lead Tracks as defined in the 2009 Operating Agreement hereinafter defined ("Yard Lead Track Rail Fixtures")), switches, ballast, crossings, bridges, trestles, culverts, buildings, structures, facilities, signals, crossing protection devices, communication lines, poles, radio masts and other fixtures and improvements (collectively, "Fixtures") which are affixed as of the date hereof to the Land (including Fixtures, other than said Yard Lead Track Rail Fixtures, located on any portion of the Land that constitutes Excluded Property), and (ii) all privileges, hereditaments and appurtenances appertaining to the Land or any of the foregoing (other than the Excluded Property) (the "Ancillary Property" and together with the Land, the "Property"). Notwithstanding the foregoing to the contrary, Grantee, by the acceptance and recording of this deed, acknowledges and agrees that Yard Lead Track Rail Fixtures that are installed after the date hereof by Grantor will be the personal property of Grantor and will not, by virtue of being affixed to the Land, be considered property of the Grantee.

THE PROPERTY IS CONVEYED EXPRESSLY SUBJECT TO: (a) those rights, interests, contracts, agreements, leases, licenses and easements which are listed or described on **Exhibit C** attached hereto and incorporated herein; (b) the rights of Amtrak under the Amtrak Agreement; (c) the CSXT Boston Main Line Easement (as hereinafter defined); (d) building, zoning, subdivision and other applicable federal, state, county, municipal and local laws, ordinances and regulations, all as existing as of the date of this Deed; (e) taxes, tax liens and assessments, both general and special, which are not yet due and payable but which may become due or payable on the Property on or after the date of this Deed; (f) reservations or exceptions whether or not of record, including, without limitation, reservations or exceptions of minerals or mineral rights by third parties; public utility and other easements; and easements, crossings, occupancies and rights-of-way, howsoever created, existing as of the date of this Deed; (g) encroachments or any other state of facts existing as of the date of this Deed which might be revealed from an accurate survey, title search or personal inspection of the Property; and (h) the rights of others in existing roads, streets, ways, alleys and party walls.

RESERVING unto Grantor, its successors and assigns, an EASEMENT IN GROSS (the "CSXT Boston Main Line Easement") IN PERPETUITY (as hereinafter defined) FOR RAILROAD PURPOSES (as hereinafter defined) in, over or on the Property; including, but not limited to, the use of all the tracks or Trackage (as hereinafter defined) within the Property; but SUBJECT TO:

1. The terms, conditions, limitations, rights and reservations set forth in the instruments creating the Existing Easement Rights, as set forth in **Exhibit A**, and the matters affecting the Existing Easements Rights as set forth in **Exhibit C**.

2. The terms, conditions and limitations of (a) that certain Trackage Rights Agreement effective July 1, 1985 between Consolidated Rail Corporation and the Massachusetts Bay Transportation Authority, an independent authority within the jurisdiction of Grantee ("MBTA"), recorded with the Suffolk Registry of Deeds in Book 15379, Page 10, and recorded with the Middlesex (S.D.) Registry of Deeds in Book 19658, Page 93 (as affected by Affidavit dated August 24, 1994 recorded with the Middlesex (S.D.) Registry of Deeds in Book 24804, Page 93), as amended (the "1985 Operating Agreement") and (b) that certain 2009 Operating Agreement between the Massachusetts Bay Transportation Authority and CSX Transportation, Inc. dated as of November __, 2009, as amended (the "2009 Operating Agreement"), said 1985 Operating Agreement and the 2009 Operating Agreement, as from time to time amended, supplemented, modified, renewed or replaced, being herein collectively

referred to as the "Operating Agreements". Each of the 1985 Operating Agreement and the 2009 Operating Agreement affect certain portions of the Boston Main Line, and together cover the entire premises being conveyed by this deed with the exception of Segment #5 and Segment #6 as described in Exhibit A.

3. Grantor and Grantee each agree to execute and record any instrument that will be necessary to properly reflect any changes in location or area that are not presently reflected in Exhibit A or to reflect any full or partial release of any rights or property hereunder.

4. Grantor and Grantee agree that the CSXT Boston Main Line Easement is not retained to the exclusion of the use of the Property by Grantee and its assigns, except that Grantor shall be the exclusive provider of Rail Freight Service (as hereinafter defined), and as otherwise set forth in the Operating Agreements.

5. Transfer of the CSXT Boston Main Line Easement shall be governed by the provisions of Exhibit D and Exhibit E attached hereto.

6. The terms, conditions and limitations of the Amtrak Agreement. In the event that Grantee or the MBTA enters into a separate agreement with Amtrak after the recording of this Deed pursuant to which Grantee or the MBTA provides to Amtrak substantially the same service as Grantor is now providing to Amtrak under the Amtrak Agreement in connection with the railroad lines located on the Property, Grantor shall no longer have any rights or obligations (except as may be required by law) to use the CSXT Boston Main Line Easement to provide any services to Amtrak. Grantee or the MBTA, in their sole discretion, reserve the right to negotiate an agreement with Amtrak for all purposes for which Amtrak is authorized to operate in connection with the Railroad Assets (as defined in the Definitive Agreement) provided, however, that such agreement shall: (i) comply with all applicable laws; (ii) not alter, amend or modify the liability or indemnity obligations of Amtrak and Grantor towards one another under the Amtrak Agreement, (iii) not cause Grantor to be in violation of Grantor's obligations under the Amtrak Agreement as it applies to the Property and (iv) be subject to the CSXT Boston Main Line Easement and Grantor's rights under the Operating Agreements, including, without limitation, the windows of operation, maintenance and access. In the event Grantee or the MBTA do not reach agreement with Amtrak in connection with the Property and Amtrak continues to operate under the CSXT Boston Main Line Easement, Grantor shall forward any revenue earned with respect to the Property after the recording of this Deed under the Amtrak Agreement (determined in accordance with generally accepted accounting principles) to Grantee promptly after each payment period.

7. Definitions of CSXT Boston Main Line Easement Terms:

(a) Perpetuity: Until this CSXT Boston Main Line Easement is abandoned or terminated, as provided in the Operating Agreements. In the event of abandonment or termination of any portion of this CSXT Boston Main Line Easement as provided in the Operating Agreements, such portion thereof shall automatically be extinguished.

(b) Trackage: The railway tracks now or hereafter located on, in or below the Property, and all supporting materials, facilities and structures appurtenant thereto (all rails, ties, tie plates, ballast, drainage structures), together with existing or future control devices, signals, switches,

communication lines and poles necessary for the safe operation of rail freight; whether main, spur, siding or sidetrack(s); those existing items being the items hereinabove conveyed to Grantee.

(c) Railroad Purposes: The right to use all Trackage on the Property for the exclusive provision of Rail Freight Service, together with the right of ingress and egress over the Property and any adjacent property owned by Grantee to and from said Trackage and facilities located within the Property, provided, however, Grantee or the MBTA may use said Trackage for its own freight needs, being the transport of railroad materials, equipment, ballast, rails and the like owned by Grantee or the MBTA, but not common or contract carriage of freight.

(d) Rail Freight Service: The transportation by rail of property and movable articles of every kind, character and description over the Property, including but not limited to rail freight transportation service to current and future industries, customers and facilities located along the Property, and supporting activities, over the Property, but excluding detour movements of other railroads permitted by Grantee or the MBTA pursuant to the Operating Agreements.

There is reserved as part of the CSXT Boston Main Line Easement, to the extent necessary for Grantor's exercise of the CSXT Boston Main Line Easement, the rights created by the following instruments, which rights are to be held and exercised in common with the Grantee: (a) the Deed of Easements dated December 27, 1962 from Massachusetts Turnpike Authority to The New York Central Railroad recorded with the Suffolk Registry of Deeds in Book 7710, Page 182, filed with the Suffolk Registry District of the Land Court as Document No. 257947 recorded with the Norfolk Registry of Deeds in Book 4042, Page 315 and recorded with the Middlesex (S.D.) Registry of Deeds in Book 10191, Page 30, (b) Easements rights granted by the Massachusetts Turnpike Authority to Penn Central Transportation Company by a Deed of Easement dated March 26, 1970 recorded with Suffolk Registry of Deeds in Book 8373, Page 498, and (c) the easement rights as reserved in a deed from the Trustees of the Penn Central Transportation Company to the Massachusetts Bay Transportation Authority dated January 17, 1973 recorded with the Middlesex (S.D.) Registry of Deeds in Book 12370, Page 158 and with the Norfolk Registry of Deeds in Book 4907, Page 632.

There is further reserved the perpetual easement (the "Fiber Optics Easement") for the purpose of access to the existing fiber optic communication systems, signboards, wirelines, and pipelines (collectively, "Facilities") described in certain retained contracts ("Retained Fiber Contracts") reserved and retained by the Grantor and defined as "Excluded/Retained Intangibles" in that certain Assignment of Transferred Intangibles of even date executed by Grantor and Grantee (the "Assignment of Intangibles") for the purpose of exercising Grantor's rights and obligations under the Retained Fiber Contracts to the extent such contracts are reserved in the Assignment of Intangibles. The Fiber Optics Easement is on, over, beneath or adjacent to the surface of the portion of the Land in which the Facilities are located or to be located. Grantor shall not, without Grantee's prior written permission, exercise Grantor's rights under the Fiber Optics Easement in a way so as to interfere with Grantee's reasonable utilization of the Property for its intended use as a commuter rail system. Access to the Property for purposes of exercising the Fiber Optics Easement shall be governed by applicable terms of the Operating Agreements.

GRANTEE HEREBY ACKNOWLEDGES THAT THE SUBJECT PROPERTY IS TRANSFERRED AS IS, WHERE IS AND WITH ALL FAULTS, DEFECTS AND CONDITIONS OF ANY KIND, NATURE OR DESCRIPTION AS OF THE DATE HEREOF, AND THAT THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES, GUARANTEES, STATEMENTS OR INFORMATION, EXPRESSED OR IMPLIED, PERTAINING TO SUCH PROPERTY, TITLE THERETO, THE VALUE, DESIGN OR CONDITION THEREOF, ITS MERCHANTABILITY OR

SUITABILITY FOR ANY USE OR PURPOSE OR ANY OTHER MATTER WHATSOEVER, MADE TO OR FURNISHED TO GRANTEE BY GRANTOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES.

In the event of a conflict between the provisions of this Deed, the Definitive Agreement and/or the Operating Agreements, the provisions of the Operating Agreements shall control over the provisions of either this Deed or the Definitive Agreement, and the provisions of this Deed shall control over the Definitive Agreement. The Operating Agreements and the Definitive Agreement are retained at the offices of the Grantor.

By the recording of this Deed, Grantee agrees that the covenants of Grantee herein shall run with title to the Property conveyed, and bind Grantee, Grantee's successors and assigns, and anyone claiming title to or holding Property through Grantee, for the continuing benefit of, and remaining enforceable by, Grantor, its successors and assigns.

Plans prepared for Grantee are referred to in the Exhibits to this Deed (the "Plans"). Notwithstanding such reference, Grantor has not reviewed and is not obligated to review the Plans, Grantor does not and shall not warrant the accuracy, correctness or legal sufficiency of the Plans, nor shall reference to the Plans create any covenant or warranty of title with respect to the property shown thereon.

No deed excise stamps are affixed hereto as none are required by law.

This conveyance does not constitute the sale or transfer of all or substantially all of the assets of the Grantor in Massachusetts.

This deed is in part a confirmatory deed that confirms the conveyance of the premises from milepost .46 to milepost 3.10 conveyed by Grantor to Grantee by deed dated April 2, 2012 recorded with the Suffolk Registry of Deeds in Book 49300, Page 308 and with the Norfolk Registry of Deeds in Book 29820, Page 88 (the "Yawkey Segment Deed"). A portion of the CSXT Boston Main Line Easement is referred to in the Yawkey Segment Deed as the "CSXT Yawkey Easement".

[signature page to follow]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be executed under seal by its officers hereunto duly authorized.

CSX TRANSPORTATION, INC.

By: Louis E. Renjel, Jr.
Louis E. Renjel, Jr.
Vice President

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

On this 30th day of September, 2012 before me, the undersigned Notary Public, personally appeared the above-named Louis E. Renjel, Jr. proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image; oath or affirmation of a credible witness known to me who knows the above signatory; or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him as his free act and deed, voluntarily for its stated purpose, as Vice President of CSX Transportation, Inc.

[Signature]
Notary Public (print name)
My Commission Expires: _____
Qualified in the Commonwealth of Massachusetts

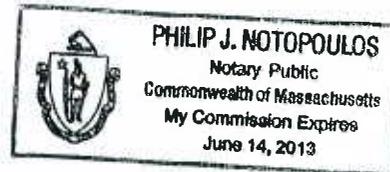


EXHIBIT A

EXHIBIT A
Description of Land

The "Land" is comprised of whatever right, title and interest that Grantor has in the property described below, whether a fee title interest, an easement interest, or otherwise, and, to the extent Grantor's interest consists of an easement interest, this Release Deed and Assignment of Easement Rights shall serve as a grant and assignment of that interest by Grantor to Grantee.

SEGMENT #1 – BOSTON AND ALBANY MAIN LINE – MILE POST 0.46 TO MILE POST 3.10

Grantor's record title interest, which includes, without limitation, the following perpetual easement rights, within certain property situated in **Boston, Suffolk County, Massachusetts and Brookline, Norfolk County, Massachusetts** consisting of that portion of the Main Line of the Boston and Albany railroad line, identified as Line Code 4103, located between Milepost 0.46 (Station 24+16.3) on the north line of Lehigh Street in said Boston and extending to Milepost 3.10 (Station 163+80) on the southerly sideline of Commonwealth Avenue in said Brookline at the municipal boundary line between Brookline and Boston and the county line between Norfolk County, on the south, and Suffolk County, on the north (said beginning and end points being shown on the plans recorded with the Suffolk Deed (as defined below) and the Norfolk Deed (as defined below)):

1. Easement rights for railroad and related purposes originally granted by the Massachusetts Turnpike Authority to The New York Central Railroad by a Deed of Easements dated December 27, 1962, recorded with the Suffolk Registry of Deeds in Book 7710, Page 182, filed with the Suffolk Registry District of the Land Court as Document No. 257947, and recorded with the Norfolk Registry of Deeds in Book 4042, Page 315, as affected by certain matters as set forth on **Exhibit C** attached hereto; and
2. Easement rights for railroad and related purposes originally granted by the Massachusetts Turnpike Authority to Penn Central Transportation Company by a Deed of Easement dated March 26, 1970, recorded with the Suffolk Registry of Deeds in Book 8373, Page 498, as affected by certain matters as set forth on **Exhibit C** attached hereto.

This Release Deed and Assignment of Easement Rights is being executed, delivered and recorded, in part, in confirmation of the conveyance of the above-described property from Grantor to Grantee by Release Deed and Assignment of Easement Rights dated April 2, 2012, recorded with the Suffolk Registry of Deeds in Book 49300, Page 308 and with the Norfolk Registry of Deeds in Book 29820, Page 88.

SEGMENT #2 – BOSTON AND ALBANY MAIN LINE – MILE POST 3.10 TO MILE POST 10.83

Grantor's record title interest, which includes, without limitation, the following perpetual easement rights, within certain property situated in **Boston, Suffolk County, Massachusetts and Newton, Middlesex County, Massachusetts** consisting of that portion of the Main Line of the Boston and Albany railroad line, identified as Line Code 4103, located between Milepost 3.10 (Station 163+80) at the county line between Norfolk County, on the south, and Suffolk County, on the north, at the southerly sideline of Commonwealth Avenue and extending to Milepost 10.83 (Station 571+60) in the City of Newton (said beginning and end points being shown on the plans recorded with the Suffolk Deed (as defined below) and the Middlesex Deed (as defined below)):

1. Easement rights for railroad and related purposes originally granted by the Massachusetts Turnpike Authority to The New York Central Railroad by a Deed of Easements dated December 27, 1962, recorded with the Suffolk Registry of Deeds in Book 7710, Page 182, filed with the Suffolk Registry District of the Land Court as Document No. 257947, and recorded with the Middlesex South District Registry of Deeds in Book 10191, Page 30, as affected by certain matters as set forth on Exhibit C attached hereto.

SEGMENT #3 – BOSTON AND ALBANY MAIN LINE – MILE POST 10.83 TO MILE POST 21.38

Grantor's record title interest, which includes, without limitation, the following perpetual easement rights, within certain property situated in **Newton, Weston, Natick, and Framingham, Middlesex County, Massachusetts and Wellesley, Norfolk County, Massachusetts** consisting of that portion of the Main Line of the Boston and Albany railroad line, identified as Line Code 4103, located between Milepost 10.83 (Station 571+60) in the City of Newton and extending to Milepost 21.38 (Station 1128+80) in the Town of Framingham (said beginning and end points being shown on the plans recorded with the Middlesex Deed (as defined below)):

1. Easement rights for railroad and related purposes as reserved in a Deed from the Trustees of Penn Central Transportation Company to the Massachusetts Bay Transportation Authority dated January 17, 1973, recorded with the Middlesex South District Registry of Deeds in Book 12370, Page 158, and recorded with the Norfolk Registry of Deeds in Book 4907, Page 632, as affected by certain matters as set forth on Exhibit C attached hereto.

SEGMENT #4 – BOSTON AND ALBANY MAIN LINE – MILE POST 21.38 TO MILE POST 44.30 INCLUDING EASTERLY LIMIT OF CONTROL POINT 45

All that certain property situated in **Framingham and Ashland, in Middlesex County, Massachusetts and Southborough, Westborough, Grafton, Millbury and Worcester in Worcester County, Massachusetts** consisting of that portion of the Main Line of the Boston and Albany railroad line, identified as Line Code 4103, located between Milepost 21.38 (Station 1128+80) in the Town of Framingham and extending to Milepost 44.30 (Station 2337+65) including the easterly limit of Control Point 45 in the City of Worcester (said beginning and end points being shown on the plans recorded with the Middlesex Deed (as defined below) and the Worcester Deed (as defined below)), said portion of such line being located within the Bold Lines marked X, as shown on the reduced copy of the plan entitled "Land Map – Boston and Albany Railroad, Operated by The New York Central Railroad Company as Lessee – Main Line" Railroad Valuation Maps V1/22, V1/23, V1/24, V1/25, V1/26, V1/27, V1/28, V1/29, V1/30, V1/31, V1/32, V1/33, V1/34, V1/35, V1/36, V1/37, V1/38, V1/39, V1/40, V1/41, V1/42, V1/43, V1/44, and V1/45 attached hereto.

**SEGMENT #5 – BOSTON AND ALBANY MAIN LINE/NEWTON HIGHLANDS BRANCH
(BROOKLINE SPUR)**

All that certain property situated in **Boston, Suffolk County, Massachusetts** consisting of that portion of the Main Line of the Boston and Albany railroad line, identified as Line Code 4103, being a portion of the line of railroad known as the former Newton Highlands Branch, identified as Line Code 4143, located between the northeasterly boundary of Lot B as shown on a plan entitled “Subdivision Plan of Land – CSX Transportation, Inc. Property – Boston, Mass.,” dated April 6, 2012, recorded with the Suffolk Registry of Deeds in Plan Book 2012, Page 268 (the “2012 Plan”) and extending through and including all of said Lot B and through additional land located westerly of said Lot B to Milepost 0.46 (Station 24+05) at the municipal boundary line between Boston and Brookline and the county line between Suffolk County, on the east, and Norfolk County, on the west (said end point being shown on the plans recorded with the Spur Deed (as defined below)), said portion of such line being located within the Bold Lines marked X, as shown on the reduced copy of the plan entitled “Right of Way and Track Map – Boston and Albany Railroad, Operated by The New York Central Railroad Company as Lessee – Newton Highlands Branch” Railroad Valuation Map V1B/1 attached hereto (the “Val Map”). For the avoidance of doubt, the area located within the Bold Lines marked X on the Val Map is intended to depict and includes the area commencing at the northeasterly boundary line of Lot B where it abuts Lot A as shown on the 2012 Plan and extending to the municipal and county line as described above.

**SEGMENT #6 – STRIP ADJACENT TO BOSTON AND ALBANY MAIN LINE – MILE POST
20.91 TO MILE POST 21.32**

All that certain property situated in **Framingham in Middlesex County, Massachusetts** consisting of that portion of the Main Line of the Boston and Albany railroad line, identified as Line Code 4103, being a thirty (30) foot wide strip of land adjacent to the southerly Right of Way of MBTA’s Boston Line, Line Code 4103, located between Milepost 20.91 (Station 1104+24), being a point opposite the centerline of Beaver Street, and extending to Milepost 21.32 (Station 1125+60), being a point at the westerly line of Concord Street (said beginning and end points being shown on the plans recorded with the Middlesex Deed (as defined below)).

The easement rights identified in the descriptions of Segment #1, Segment # 2 and Segment #3, above, are referred to collectively as the “Existing Easement Rights.”

TITLE REFERENCES:

The above described Segments #1, #2, #3, #4 and #6 (including without limitation the above-referenced easements rights) being a portion of the land and real property interests conveyed to the New York Central Lines LLC by deeds from Consolidated Rail Corporation dated June 1, 1999 recorded in Suffolk Registry of Deeds in Book 24458, Page 132 (the “Suffolk Deed”), in Middlesex South District Registry of Deeds in Book 30898, Page 30 (the “Middlesex Deed”), in Norfolk Registry of Deeds in Book 13889, Page 527 (the “Norfolk Deed”), and in Worcester District Registry of Deeds in Book 21992, Page 370 together with a corrective deed recorded in the Worcester District Registry of Deeds in Book 30340, Page 1 (together, the “Worcester Deed”), and by Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Registry of Deeds in Book 24458, Page 176, in Middlesex South District Registry of Deeds in Book 30898, Page 25, and in Norfolk Registry of Deeds in Book 13889, Page 522.

The above described Segment #5 being a portion of the land and real property interests conveyed to the New York Central Lines LLC by deed from Consolidated Rail Corporation dated June 1, 1999 recorded in Suffolk Registry of Deeds in Book 25272, Page 175 (the "Spur Deed").

See also:

Notice of Merger recorded in Suffolk Registry of Deeds in Book 44115, Page 85, in Middlesex South District Registry of Deeds in Book 51796, Page 101, and in Worcester District Registry of Deeds in Book 43383, Page 136, whereby New York Central Lines, LLC merged into NYC Newco, Inc. on August 26, 2004 and NYC Newco, Inc. merged into CSX Transportation, Inc. on August 26, 2004.

EXHIBIT B
Excluded Property Description

1. The Operating Agreements (as defined in the deed to which this exhibit is attached).
2. The CSXT Boston Main Line Easement (as defined in the deed to which this exhibit is attached).
3. All of Grantor's right, title and interest, easement or right of access on or over any real property and interests therein the fee title to which was owned as of October 10, 2008 by the President and Fellows of Harvard College and Harvard University Beacon Yards, LLC
4. The Yard Lead Track Rail Fixtures
5. The Fiber Optics Easement

EXHIBIT C
List of Title Exceptions

The premises conveyed hereby are conveyed subject to, and, as the case may be, with the benefit of the following matters to the extent in force and applicable to the premises conveyed hereby:

NOTE: All references to "SRD" are to the Suffolk Registry of Deeds, all references to "Suffolk Land Court" are to the Suffolk Registry District of the Land Court, all references to "NRD" are to the Norfolk Registry of Deeds, all references to "MSRD" are to the Middlesex South District Registry of Deeds, and all references to "WRD" are to the Worcester District Registry of Deeds.

A. Title Exceptions Applicable to Segment #1 (Boston and Albany Main Line – Mile Post 0.46 to Mile Post 3.10)

1. Rights and reservations as set forth in a deed from New York Central Railroad Company to the Massachusetts Turnpike Authority dated December 14, 1962, recorded in SRD Book 7710, Page 168, registered in Suffolk Land Court as Document No. 257944, and recorded in NRD Book 4042, Page 256, as affected by Amendment of Deed by Consolidated Rail Corporation and the Massachusetts Turnpike Authority dated January 9, 1979, recorded in SRD Book 9154, Page 376, and recorded in NRD Book 5575, Page 656.
2. Rights, easements and other matters excepted and reserved from Order of Taking No. B50 by the Massachusetts Turnpike Authority dated December 20, 1962, recorded in SRD Book 7710, Page 172, registered in Suffolk Land Court as Document No. 257945, and recorded in NRD Book 4042, Page 259.
3. Conditions, limitations, terms, conditions, rights and reservations set forth in Deed of Easements from the Massachusetts Turnpike Authority to The New York Central Railroad Company dated December 27, 1962, recorded in SRD Book 7710, Page 182, registered in Suffolk Land Court as Document No. 257947, and recorded in NRD Book 4042, Page 315, as affected by:
 - a. Release from The New York Central Railroad Company to the Massachusetts Turnpike Authority dated June 5, 1964, registered in Suffolk Land Court as Document No. 286405;
 - b. Amendment of Easement by the Massachusetts Turnpike Authority and Consolidated Rail Corporation dated January 9, 1979, recorded in SRD Book 9154, Page 379, and recorded in NRD Book 5575, Page 659; and
 - c. Release Deed from Consolidated Rail Corporation to the Massachusetts Turnpike Authority dated July 19, 1982, recorded in SRD Book 10033, Page 304.
4. Agreement by and between The Prudential Insurance Company of America, The Massachusetts Turnpike Authority, and The New York Central Railroad Company dated October 11, 1967, registered in Suffolk Land Court as Document No. 286407.
5. Conditions, limitations, terms, conditions, rights and reservations set forth in Deed of Easement from the Massachusetts Turnpike Authority to Penn Central Transportation Company dated March 26, 1970, recorded in SRD Book 8373, Page 498, as affected by Partial Release Deed from Consolidated Rail Corporation to Massachusetts Turnpike Authority dated July 19, 1982, recorded in SRD Book 10033, page 305.

6. Agreement between the Commonwealth of Massachusetts and George P. Baker, et al, Trustees in Reorganization of the Property of Penn Central Transportation Company regarding the transfer of all vehicular bridges, dated August 16, 1972, recorded in SRD Book 8574, Page 529, and recorded in NRD Book 4878, Page 388.
7. Deed and grant of easement from George P. Baker, et al, Trustees of the Property of Penn Central Transportation Company to the Commonwealth of Massachusetts regarding the transfer of rights in the Columbus Avenue bridge, dated December 28, 1972, recorded in SRD Book 8600, Page 86.
8. Deed and grant of easement from George P. Baker, et al, Trustees of the Property of Penn Central Transportation Company to the Commonwealth of Massachusetts regarding the transfer of rights in the Tremont Street bridge, dated December 28, 1972, recorded in SRD Book 8600, Page 88.
9. Deed and grant of easement from George P. Baker, et al, Trustees of the Property of Penn Central Transportation Company to the Commonwealth of Massachusetts regarding the transfer of rights in the Broadway and Albany Street bridge, dated December 28, 1972, recorded in SRD Book 8600, Page 100.
10. Deed and grant of easement from George P. Baker, et al, Trustees of the Property of Penn Central Transportation Company to the Commonwealth of Massachusetts regarding the transfer of rights in the Dartmouth Street bridge, dated December 28, 1972, recorded in SRD Book 8600, Page 104.
11. Subject to rights and easements as set forth in a deed from Robert W. Blanchette, et als, as Trustees of the Property of Penn Central Transportation Company, Debtor, to Consolidated Rail Corporation, dated March 30, 1976, recorded in SRD Book 9091, Page 153.
12. Subject to rights and easements as set forth in a deed from Robert W. Blanchette, et als, as Trustees of the Property of Penn Central Transportation Company, Debtor, to Consolidated Rail Corporation, dated March 30, 1976, recorded in NRD Book 5519, Page 688.
13. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985, recorded in SRD Book 15379, Page 10.
14. Perpetual and assignable easements as set forth in an Indenture dated March 25, 1996 by and between Consolidated Rail Corporation, grantor, and CRC Properties, Inc., grantee, recorded in SRD Book 20472, Page 195, and in NRD Book 11297, Page 490, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999, recorded in SRD Book 40949, Page 227.
15. Subject to and with the benefit of rights and easements in a deed from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999, recorded in SRD Book 24458, Page 132, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.
16. Subject to and with the benefit of rights and easements in a deed from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999, recorded in NRD Book 13889, Page 527, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

17. Memorandum of License by and between CSX Transportation, Inc. and Sprint Communications Company L. P., dated November 30, 2006, recorded in SRD Book 40976, Page 153, as affected by Agreement by and among CSX Transportation, Inc., Consolidated Rail Corporation, Sprint Communications Company L.P., and MK Parcel 7 Development LLC, as joined by CSX Fiber Networks, LLC, dated July 6, 2010, recorded in SRD Book 46626, Page 19.

B. Title Exceptions Applicable to Segment #2 (Boston and Albany Main Line – Mile Post 3.10 to Mile Post 10.83)

1. Rights and reservations as set forth in a deed from New York Central Railroad Company to the Massachusetts Turnpike Authority, dated December 14, 1962, recorded in SRD Book 7710, Page 168, registered in Suffolk Land Court as Document No. 257944, and recorded in MSRD Book 10190, Page 564, as affected by Amendment of Deed by Consolidated Rail Corporation and the Massachusetts Turnpike Authority, dated January 9, 1979, recorded in SRD Book 9154, Page 376, and recorded in MSRD Book 13648, Page 33.
2. Rights, easements and other matters excepted and reserved from Order of Taking No. B50 by the Massachusetts Turnpike Authority, dated December 20, 1962, recorded in SRD Book 7710, Page 172, registered in Suffolk Land Court as Document No. 257945, and recorded in MSRD Book 10190, Page 568.
3. Conditions, limitations, terms, conditions, rights and reservations set forth in Deed of Easements from Massachusetts Turnpike Authority to The New York Central Railroad Company, dated December 27, 1962, recorded in SRD Book 7710, Page 182, registered in Suffolk Land Court as Document No. 257947, and recorded in MSRD Book 10191, Page 30, as affected by:
 - a. Amendment of Easement by the Massachusetts Turnpike Authority and Consolidated Rail Corporation, dated January 9, 1979, recorded in SRD Book 9154, Page 379, and recorded in MSRD Book 13648, Page 37;
 - b. Deed of Easements from Massachusetts Turnpike Authority to Consolidated Rail Corporation of perpetual easements in three certain parcels of land in the Beacon Park Yard area of Allston together with additional easement rights, dated August 27, 1981, recorded in SRD Book 10080, Page 142;
 - c. Release of Easements from Consolidated Rail Corporation to Massachusetts Turnpike Authority of four certain parcels of land in the Beacon Park Yard area of Allston, dated April 8, 1982, recorded in SRD Book 10080, Page 137;
 - d. Release of Easement from Consolidated Rail Corporation to Massachusetts Turnpike Authority of all right title and interest in a parcel of land on Crescent Street, Newton, dated April 8, 1982, recorded in MSRD Book 14744, Page 135;
 - e. Release Deed from Consolidated Rail Corporation to Massachusetts Turnpike Authority, dated July 19, 1982, recorded in SRD Book 10033, Page 304;
 - f. Exchange of Easement Agreement by and between Consolidated Rail Corporation and Massachusetts Turnpike Authority of certain parcels of land in the Beacon Park Yard area of Allston, dated April 26, 1984, recorded in SRD Book 10939, Page 224;

- g. Partial Release of Easement from Consolidated Rail Corporation to Massachusetts Turnpike Authority of rights in land located in the Allston Landing area, dated August 17, 1995, recorded in SRD Book 20586, Page 175, and registered in Suffolk Land Court as Document No. 539051; and
- h. Grant of Easement between Massachusetts Turnpike Authority and Consolidated Rail Corporation of rights in land located in the Allston Landing area, dated August 17, 1995, recorded in SRD Book 20586, Page 192, and registered in Suffolk Land Court as Document No. 539052.
- 4. The benefit of an agreement that grantee shall maintain a fence on a parcel of land abutting the Charles River in Newton as set forth in a deed from The New York Central Railroad Company to Thomas W. Gilligan, et ux, dated April 15, 1963, recorded in MSRD Book 10273, Page 339.
- 5. Certificate of The New York Central Railroad Company regarding the satisfaction of the relocation of tracks and facilities, dated April 22, 1966, recorded in SRD Book 8182, Page 566.
- 6. Consent by Pennsylvania New York Central Transportation Company to a Lease from the Massachusetts Turnpike Authority to The White and Waltch Trust, which Lease is dated April 1, 1968 and recorded in MSRD Book 11489, Page 170, of land situated on Washington Street and Centre Avenue in Newton, insofar as said Lease affects the corporation's rights, said consent being dated May 6, 1968, recorded in MSRD Book 11509, Page 553. See also approval by Penn Central Transportation Company to Amendment Number Three To Lease, which amendment is dated January 1, 1974, recorded in MSRD Book 15816, Page 56.
- 7. Tax Taking by the City of Newton against Penn. Central Company on a parcel of land containing about 16355 sq. feet of land on Charles Street, in the amount of \$197.88, dated July 13, 1971, recorded in MSRD Book 12071, Page 32.
- 8. Tax Taking by the City of Newton against Penn. Central Company on a parcel of land containing about 14000 sq. feet of land off Grove Street, in the amount of \$23.76, dated July 13, 1971, recorded in MSRD Book 12071, Page 33.
- 9. Tax Taking by the City of Newton against Penn. Central Company on a parcel of land containing about 22660 sq. feet of land off Central Street, in the amount of \$245.91, dated July 13, 1971, recorded in MSRD Book 12071, Page 34.
- 10. The benefit of the reservations of existing railroad tracks and appurtenant devices and facilities in connection with the same as set forth in a deed from George P. Baker, et als, Trustees of the Property of Penn Central Transportation Company, Debtor, to Cornelius J. Manning, Trustee, dated October 21, 1971, recorded in SRD Book 8490, Page 212.
- 11. Agreement between the Commonwealth of Massachusetts and George P. Baker, et als, Trustees in Reorganization of the Property of Penn Central Transportation Company, regarding the transfer of all vehicular bridges, dated August 16, 1972, recorded in SRD Book 8574, Page 529, and in MSRD Book 12310, Page 291.
- 12. Grant from George P. Baker, et als, Trustees of the property of Penn Central Transportation Company, to the Commonwealth of Massachusetts, acting through its Department of Public Works, of right in Gardner St. Bridge, Boston, dated December 28, 1972, recorded in SRD Book 8600, Page 128.

13. Subject to rights and easements as set forth in a deed from Robert W. Blanchette, et als, as Trustees of the Property of Penn Central Transportation Company, Debtor, to Consolidated Rail Corporation, dated March 30, 1976, recorded in SRD Book 9091, Page 153.
14. Subject to rights and easements as set forth in a deed from Robert W. Blanchette, et als, as Trustees of the Property of Penn Central Transportation Company, Debtor, to Consolidated Rail Corporation, dated March 30, 1976, recorded in MSRDR Book 13554, Page 574.
15. Notice of Lease between Consolidated Rail Corporation and Jay-Mar Realty regarding the property located at 90 Western Avenue, Allston, for a term ending October 31, 2005 with an option to renew for two successive five-year periods, which Notice of Lease is dated January 15, 1981, registered in Suffolk Land Court as Document No. 355366.
16. Notice of Lease between Consolidated Rail Corporation and Jay-Mar Realty regarding a parcel of land containing 12.7 acres more or less off of Western Avenue, Allston, for a term ending July 31, 2007 with an option to renew for two successive five- year periods, which Notice of Lease is dated June 8, 1982, recorded in SRD Book 9992, Page 270, and registered in Suffolk Land Court as Document No. 363406.
17. The benefit of perpetual easements as set forth in Deed of Easements from Massachusetts Turnpike Authority to Consolidated Rail Corporation of perpetual easements in three certain parcels of land in the Beacon Park Yard area of Allston, dated August 27, 1981, recorded in SRD Book 10080, Page 142.
18. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation, effective July 1, 1985, recorded in SRD Book 15379, Page 10, and in MSRDR Book 19658, Page 389, as affected by Affidavit dated August 24, 1994, recorded in MSRDR Book 24804, Page 93.
19. Order of Conditions issued by the Boston Conservation Commission to AT&T Communications, Inc. naming Conrail as property owner (DEP File No. 6-411) on property located at Conrail right of way and bridge, south bank of the Charles River, acknowledged February 17, 1990, recorded in SRD Book 16480, Page 174.
20. Perpetual and assignable easements as set forth in an Indenture by and between Consolidated Rail Corporation, grantor, and CRC Properties, Inc., grantee, dated March 25, 1996, recorded in SRD Book 20472, Page 195, and in MSRDR Book 26217, Page 130, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation, effective May 31, 1999, recorded in SRD Book 40949, Page 227.
21. Termination of Side Track Agreement by Consolidated Rail Corporation regarding side tracks located over land located in the vicinity of Western Avenue in the Brighton/Allston section of Boston, dated November 22, 1995, recorded in SRD Book 20725, Page 273.
22. Release of Rights in certain side tracks by Consolidated Rail Corporation to Robert G. Tobin, et als, Trustees of WJG Realty Trust, on land located on Guest Street in the Brighton/Allston section of Boston, dated June 4, 1997, recorded in SRD Book 21613, Page 187.
23. Restatement of Rights I between Robert G. Tobin, et als, Trustees of WJG Realty Trust, and Consolidated Rail Corporation pertaining to land located on Everett Street in the Brighton/Allston section of the City of Boston, dated June 4, 1997, recorded in SRD Book 21613, Page 197.

24. Restatement of Rights II between Robert G. Tobin, et als, Trustees of WJG Realty Trust and Consolidated Rail Corporation pertaining to land located on Guest Street in the Brighton/Allston section of the City of Boston, dated June 4, 1997, recorded in SRD Book 21613, Page 208.
25. Subject to and with the benefit of rights and easements in a deed from Consolidated Rail Corporation to New York Central Lines LLC, dated June 1, 1999, recorded in SRD Book 24458, Page 132, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.
26. Subject to and with the benefit of rights and easements in a deed from Consolidated Rail Corporation to New York Central Lines LLC, dated June 1, 1999, recorded in MSRD Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.
27. Affidavit regarding the termination of side track easement agreement on land located on Lincoln Street in Brighton, dated June 6, 2002, recorded in SRD Book 28687, Page 261.
28. Deed of Quitclaim and Release by and between CSX Transportation, Inc., successor in interest to New York Central Lines, LLC, grantor, and WGBH Educational Foundation, grantee, of all rights of grantor in Guest Street, as well as Buffalo Street, in that part of Boston known as Brighton, dated March 28, 2005, recorded in SRD Book 37059, Page 226.
29. Option Notice (ATP-Related Areas) of Option Agreement between CSX Transportation, Inc., Harvard University Beacon Yards, LLC and President and Fellows of Harvard College, dated June 26, 2009, recorded in SRD Book 45139, Page 230, and registered in Suffolk Land Court as Document No. 766818.
30. Option Notice (Intermodal ATP Option Area) of Option Agreement between CSX Transportation, Inc., Harvard University Beacon Yards, LLC and President and Fellows of Harvard College, dated June 26, 2009, recorded in SRD Book 45139, Page 247.
31. Option Notice (Side Platform) of Option Agreement between CSX Transportation, Inc., Harvard University Beacon Yards, LLC and President and Fellows of Harvard College, dated June 26, 2009, recorded in SRD Book 45139, Page 255.
32. Option Notice (Malvern Transit Area) of Option Agreement between CSX Transportation, Inc., Harvard University Beacon Yards, LLC and President and Fellows of Harvard College, dated June 26, 2009, recorded in SRD Book 45139, Page 262.
33. Option Notice (Air Rights Area) of Option Agreement between CSX Transportation, Inc., Harvard University Beacon Yards, LLC and President and Fellows of Harvard College, dated June 26, 2009, recorded in SRD Book 45139, Page 269.

C. **Title Exceptions Applicable to Segment #3 (Boston and Albany Main Line – Mile Post 10.83 to Mile Post 21.38) and to Segment #6 (Strip Adjacent to Boston and Albany Main Line – Mile Post 20.91 to Mile Post 21.32)**

1. Subject to and with the benefit of the transportation easement and agreement regarding the termination thereof, as reserved and set forth in a deed from George P. Baker, et als, Trustees of the property of the Penn Central Transportation Company, to Massachusetts Bay Transportation Authority, dated January 17, 1973, recorded in MSRD Book 12370, Page 158, and in NRD Book 4907, Page 632.
2. Statement Filed to Continue Municipal Lien by the Town of Framingham against The Penn Central Company over land and buildings situated in Framingham designated on numerous Assessors' Plans, dated April 12, 1973, recorded in MSRD Book 12413, Page 236.
3. Deed out of a parcel of land containing 5336 square feet on Marble Street, Framingham from Robert W. Blanchette, et als, Trustees of the Property of Penn Central Transportation Company, Debtor, to Framingham Liquors, Inc., dated April 29, 1975, recorded in MSRD Book 12796, Page 241.
4. Subject to rights and easements as set forth in a deed from Robert W. Blanchette, et als, as Trustees of the Property of Penn Central Transportation Company, Debtor, to Consolidated Rail Corporation, dated March 30, 1976, recorded in MSRD Book 13554, Page 574.
5. Subject to rights and easements as set forth in a deed from Robert W. Blanchette, et als, as Trustees of the Property of Penn Central Transportation Company, Debtor, to Consolidated Rail Corporation, dated March 30, 1976, recorded in NRD Book 5519, Page 688.
6. Lease between Consolidated Rail Corporation, as landlord, and National Railroad Passenger Corporation, as tenant, of Amtrak-Leased Off-Corridor Properties located at 433 Waverly Street, Framingham, dated April 1, 1976, recorded in MSRD Book 13579, Page 400.
7. Grant of Easements and Agreement between Consolidated Rail Corporation, National Railroad Passenger Corporation, Massachusetts Bay Transportation Authority and the Town of Framingham regarding the South Framingham Railroad Station, dated April 28, 1984, recorded in MSRD Book 16024, Page 26.
8. Order of Conditions issued by the Framingham Conservation Commission to M.B.T.A. naming Conrail as property owner (DEQE File No. 158-290) on property located at Waverly Street/Franklin Street, acknowledged November 20, 1985, recorded in MSRD Book 16613, Page 323, as affected by Certificate of Compliance, acknowledged January 18, 1989, recorded in MSRD Book 20122, Page 131.
9. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation, effective July 1, 1985, recorded in MSRD Book 19658, Page 389, as affected by Affidavit dated August 24, 1994, recorded in MSRD Book 24804, Page 93.
10. Order of Conditions issued by the Framingham Conservation Commission to Consolidated Rail Corporation (DEP File No. 158-466) on property located at 4080 Hollis Street and referred to as the Conrail Automotive Terminal, acknowledged March 7, 1990, recorded in MSRD Book 20866, Page 593.

11. Order of Conditions issued by the Framingham Conservation Commission to Andrew Brennan, Manager Env. Affairs, naming Conrail as property owner (DEP File No. 158-686) on property located at Boston Mainline Railroad Right of Way – Framingham, Farm Pond, acknowledged September 20, 1995, recorded in MSRD Book 25765, Page 96.
 12. Perpetual and assignable easements as set forth in an Indenture dated March 25, 1996 by and between Consolidated Rail Corporation, grantor, and CRC Properties, Inc., grantee, recorded in MSRD Book 26217, Page 130, and in NRD Book 11297, Page 490, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation, effective May 31, 1999, recorded in SRD Book 40949, Page 227.
 13. Order of Conditions issued by the Framingham Conservation Commission to Department of Public Works, Framingham (DEP File No. 158-758) pertaining to various properties in Framingham including land of Consolidated Rail Corporation, acknowledged June 3, 1998, recorded in MSRD Book 28934, Page 164.
 14. Subject to and with the benefit of a Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC assigning various easement and operating rights retained in Line Code 4103, dated June 1, 1999, recorded in MSRD Book 30898, Page 25, and in NRD Book 13889, Page 522.
 15. Order of Conditions issued by the Framingham Conservation Commission to Town of Ashland naming Conrail Corp. as property owner (DEP File No. 158-883) on property located North of CSX Tracks, acknowledged April 30, 2001, recorded in MSRD Book 32812, Page 599.
 16. Order of Conditions issued by the Framingham Conservation Commission to Town of Ashland DPW naming Conrail Corporation as property owner (DEP File No. 158-941) on property located Under CSX Tracks, acknowledged October 25, 2005, recorded in MSRD Book 43986, Page 541.
- D. Title Exceptions Applicable to Segment #4 (Boston and Albany Main Line – Mile Post 21.38 to Mile Post 44.30 Including the Easterly Limit of Control Point 45)**
1. The additional matters set forth on Exhibit C-1 attached hereto.
 2. License Agreement between Consolidated Rail Corporation and US Sprint Communications, dated September 9, 1991, recorded in MSRD Book 21931, Page 550, and in WRD Book 13814, Page 357.
 3. License Agreement between Consolidated Rail Corporation and New England Telephone and Telegraph, dated September 30, 1994, recorded in MSRD Book 25644, Page 18, and in WRD Book 17340, Page 260.
 4. Utility Easement from Consolidated Rail Corporation to CRC Properties Inc., dated March 25, 1996, recorded in MSRD Book 26217, Page 130, and in WRD Book 17808, Page 203.
 5. Utility Easement from Consolidated Rail Corporation to Massachusetts Electric Company, dated May 27, 1982, recorded in WRD Book 7498, Page 11 as amended.
 6. Utility Easement from Consolidated Rail Corporation to New England Power Company, dated December 4, 1981, recorded in MSRD Book 14510, Page 391, and in WRD Book 7397, Page 23 as amended.

7. Easement from Consolidated Rail Corporation to Shell Oil Co., dated November 21, 1986, recorded in WRD Book 12062, Page 119.
8. Easement from Penn Central Transportation Company to American Telephone & Telegraph Co. recorded in WRD Book 5096, Page 129.
9. Easement from New York Central Railroad to the Town of Ashland for sewer pipes, dated April 4, 1966, recorded in MSRD Book 11283, Page 516.
10. Easement for water pipes taken by the Metropolitan District Water Commission and recorded in MSRD Book 5171, Page 24.
11. Agreement between the Trustees in Reorganization of Penn Central Transportation Company and the Commonwealth of Massachusetts acting through its Department of Public Works to convey all bridges over railroad tracks and rights of way, dated August 16, 1972, recorded in MSRD Book 12310, Page 291, and in WRD Book 5274, Page 457.
12. Subject to and with the benefit of rights and easements in a deed from Consolidated Rail Corporation to New York Central Lines LLC, dated June 1, 1999, recorded in MSRD Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.
13. Subject to and with the benefit of rights and easements in a deed from Consolidated Rail Corporation to New York Central Lines LLC, dated June 1, 1999, recorded in WRD Book 21992, Page 370, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein, as affected by corrective deed recorded in WRD Book 30340, Page 1.
14. Order of Conditions (DEP File No. 95-0829) by the Ashland Conservation Commission to CSX Transportation for a culvert at railroad milepost 25.3 west of the High Street Bridge, Ashland, issued July 23, 2012, recorded in MSRD Book 59617, Page 304, as affected by Certificate of Compliance, issued September 10, 2012, recorded in MSRD Book 60015, Page 394.
15. Permit issued by Grafton Conservation Commission pursuant to Grafton Wetlands By-Law and Regulations pertaining to CSX right of way at Westboro Road, Grafton, dated September 11, 2006, recorded in WRD Book 40184, Page 195.
16. Order of Conditions (DEP File No. 164-649) issued by Grafton Conservation Commission pertaining to CSX right of way at Westboro Road, Grafton, dated September 11, 2006, recorded in WRD Book 40184, Page 200.
17. With the benefit of and subject to the terms of a Temporary Construction Easement Agreement between Andrew Chaban, Trustee of Princeton Place Condominium Trust, CSX Transportation, Inc., and 295 Plantation Limited Partnership, pertaining to 285 Plantation Street and Foch Avenue, Worcester, dated December 2, 2010, recorded in WRD Book 46751, Page 147.
18. Termination Agreement among Ding On Kwan, Trustee of CDB Realty Trust, DOK Realty, LLC and CSX Transportation, Inc. terminating certain easements and covenants and releasing claims, dated February 25, 2011, recorded in WRD Book 47141, Page 355.

19. With the benefit of and subject to the terms of a Temporary Construction Easement from Craig Van Batenburg to CSX Transportation, Inc. granting a temporary construction access easement at 24 Wells Road, Worcester, dated January 30, 2011, recorded in WRD Book 47149, Page 59.
20. With the benefit of and subject to the terms of a Temporary Construction Easement from GFI Northboro Street, LLC to CSX Transportation, Inc. granting a temporary construction access easement at 60 Solferino Street, Worcester, dated February 9, 2011, recorded in WRD Book 47149, Page 63.
21. With the benefit of and subject to the terms of an Easement Agreement between Mary Ann Pokropowicz and CSX Transportation, Inc. granting to CSX Transportation, Inc. a temporary construction easement and permanent underground easement at 19 Plantation Street, Worcester, dated February 18, 2011, recorded in WRD Book 47190, Page 324.
22. Easement granted by CSX Transportation, Inc. to Massachusetts Electric Company granting certain electric easements at land situated on the northerly side of Franklin Street, Worcester, dated August 5, 2011, recorded in WRD Book 47714, Page 32.
23. With the benefit of and subject to the terms of an Easement Agreement between David F. Baldino and CSX Transportation, Inc. granting to CSX Transportation, Inc. various easements pertaining to the construction of a retaining wall at 28 Tampa Street, Worcester, dated July 21, 2011, recorded in WRD Book 47745, Page 158.
24. Vote of the Worcester Planning Board to remove the entire length of Barbara Lane from the Official Map, dated April 14, 2011, recorded in WRD Book 47747, Page 217.
25. With the benefit of and subject to the terms of an Easement Deed from Cumberland Farms, Inc. to CSX Transportation, Inc. granting to CSX Transportation, Inc. a railroad easement and right of way for all railroad operations at Flanders Road, Westborough, executed April 5, 2011, dated April 11, 2011, recorded in WRD Book 47931, Page 297, together with the benefit of and subject to the terms of an Easement Agreement between Cumberland Farms, Inc. and CSX Transportation, Inc. granting to CSX Transportation, Inc. a temporary construction easement at Flanders Road, Westborough, dated June 30, 2012, recorded in WRD Book 49616, Page 361.
26. With the benefit of and subject to the terms of a Bill of Sale from Cumberland Farms, Inc. to CSX Transportation, Inc. transferring to CSX Transportation, Inc. all interest of the transferee in certain tracks and improvements at Flanders Road, Westborough, dated April 11, 2011, recorded in WRD Book 47931, Page 300.
27. Easement granted by CSX Transportation, Inc. to Massachusetts Electric Company granting certain electric easements at land situated at Franklin Street, Worcester, dated September 7, 2011, recorded in WRD Book 47961, Page 183.
28. With the benefit of and subject to the terms of a Temporary Construction Easement from Steven Quitadamo to CSX Transportation, Inc. granting a temporary construction easement at 23 Wells Road, Worcester, dated March 11, 2011, recorded in WRD Book 47997, Page 362.
29. With the benefit of and subject to the terms of an Easement Agreement between George LaConte and CSX Transportation, Inc. granting to CSX Transportation, Inc. permanent easements for tiebacks to anchor a retaining wall at 0 Atlanta Street, Worcester, dated April 1, 2011, recorded in WRD Book 47997, Page 377, as amended by Amendment of Easement Agreement allowing a

retaining wall to be on the grantor's property, dated March 5, 2012, recorded in WRD Book 48810, Page 233.

30. Easement granted by CSX Transportation, Inc. to Massachusetts Electric Company granting certain electric easements at land situated at Draper Street, Worcester, dated September 20, 2011, recorded in WRD Book 48032, Page 316.
31. Deed of Easement by CSX Transportation, Inc. to Verizon New England Inc. granting certain easements for electrical power and communication lines at land situated at Franklin Street, Worcester, dated January 24, 2012, recorded in WRD Book 48468, Page 228.
32. With the benefit of and subject to the terms of an Easement Agreement between Northborough Realty Holdings, LLC and CSX Transportation, Inc. granting to CSX Transportation, Inc. an easement for tiebacks and a temporary construction easement at 338 Plantation Street, Worcester, dated February 29, 2012, recorded in WRD Book 48782, Page 309.
33. With the benefit of and subject to the terms of an Easement Agreement between John J. D'Iorio, Sr., Trustee of D'Iorio Realty Trust, et als, and CSX Transportation, Inc. granting to CSX Transportation, Inc. an easement for a retaining wall and tiebacks and a temporary construction easement at 4 Plantation Terrace and 341 Plantation Street, Worcester, dated November 4, 2011, recorded in WRD Book 48877, Page 385.
34. Easement granted by CSX Transportation, Inc. to Massachusetts Electric Company granting certain electric easements at land situated at Walkup Drive, Westborough, dated May 8, 2012, recorded in WRD Book 49093, Page 181.

E. Title Exceptions Applicable to Segment #5 (Boston and Albany Main Line/Newton Highlands Branch – Brookline Spur)

1. Subject to provisions regarding the maintenance of a fence and the construction of a cartway as set forth in the Norfolk County Commissioners Award to David Sears, dated September 1, 1848, filed in Book 5, Page 358 in the Norfolk County Engineer's records.
2. Subject to provisions regarding drainage and cartway crossings as set forth in the Norfolk County Commissioners Award to Augustus Aspinwall, dated June 30, 1848, filed in Book 5, Page 328 in the Norfolk County Engineer's records, as affected by Release from Sarah L. Brooks, et als, dated November 1, 1886, recorded in NRD Book 585, Page 52.
3. Sewer Taking by the Commonwealth of Massachusetts recorded in SRD Book 1945, Page 145, and shown on a plan dated May 31, 1890, recorded in SRD Book 1962, Page 36, as affected by deed from Boston & Albany Railroad Company to Commonwealth of Massachusetts recorded in SRD Book 2230, Page 466.
4. With the benefit of and subject to the terms of agreements and restrictions as set forth in a deed from The Boston and Albany Railroad Company to Burlington Realty Company, dated April 17, 1946, recorded in SRD Book 6238, Page 90, as affected by a disclaimer from The New York Central Railroad of any rights in the southwesterly half of Burlington Avenue, dated December 6, 1967, recorded in SRD Book 8172, Page 33.

5. Order of Taking by the Metropolitan District Commission of the perpetual subsurface right and easement to construct a tunnel for sewage, dated June 5, 1958, recorded in SRD Book 7320, Page 507.
6. Agreements regarding the maintenance of a fence as set forth and reserved in two deeds from The Boston and Albany Railroad Company to Emerson-Swan Incorporated, dated October 26, 1959 and January 19, 1960, recorded in SRD Book 7446, Page 246 and Book 7460, Page 346, respectively.
7. Permanent and perpetual right and easement of ingress and egress from and to Overland Street and other rights as reserved and set forth in a deed from Penn Central Company to the Trustees of Vatco Realty Trust, dated September 26, 1968, recorded in SRD Book 8234, Page 745.
8. Subject to rights and easements as set forth in a deed from Robert W. Blanchette, et als, as Trustees of the Property of Penn Central Transportation Company, Debtor, to Consolidated Rail Corporation, dated March 30, 1976, recorded in SRD Book 9091, Page 153.
9. Perpetual and assignable easements as set forth in an Indenture by and between Consolidated Rail Corporation, grantor, and CRC Properties, Inc., grantee, dated March 25, 1996, recorded in SRD Book 20472, Page 195, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation, effective May 31, 1999, recorded in SRD Book 40949, Page 227.
10. Subject to and with the benefit of rights and easements in a deed from Consolidated Rail Corporation to New York Central Lines LLC, dated June 1, 1999, recorded in SRD Book 25272, Page 175, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements as mentioned therein.
11. Agreement by and among CSX Transportation, Inc. Consolidated Rail Corporation, Sprint Communications Company and MK Parcel 7 Development LLC, dated July 6, 2010, recorded in SRD Book 46626, Page 19.

GENERAL TITLE EXCEPTIONS:

- A. Title to land located within public or private streets is subject to the rights of all persons lawfully entitled thereto.

[SEE ATTACHED EXHIBIT C-1]

EXHIBIT C-1

SEGMENT #4 – BOSTON AND ALBANY MAIN LINE
 MILE POST 21.38 TO MILEPOST 44.30 INCLUDING EASTERLY LIMIT OF CONTROL POINT 45
 ADDITIONAL TITLE MATTERS

NOTE:

MSRD = Middlesex South District Registry of Deeds
 WRD = Worcester District Registry of Deeds

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
22	22	Lovell Eames	Boston and Worcester Railroad	Warranty Deed	MSRD 327/78	Passageway and Fence Easement
22	22A	Lovell Eames	Boston and Worcester Railroad	Warranty Deed	MSRD 327/78	Passageway and Fence Easement
22	23	Lovell Eames	Boston and Worcester Railroad	Warranty Deed	MSRD 390/221	Passageway and Fence Easement
22	24	Lovell Eames	Boston and Worcester Railroad	Warranty Deed	MSRD 407/347	Passageway Easement
22	29	Jonathan Eames	Boston and Worcester Railroad	Warranty Deed	MSRD 323/552	Passageway and Fence Easement
22	29A	County Commissioners	Boston and Albany Railroad	Easement by Location		
22	30	Jonathan Eames	Boston and Worcester Railroad	Warranty Deed	MSRD 392/498	Fence Easement
22	31	Jonathan Eames	Boston and Worcester Railroad	Warranty Deed	MSRD 392/498	Fence Easement
22	34	Joseph Haven	Boston and Worcester Railroad	Warranty Deed	MSRD 323/353	Fence Easement

22	35 2439 Out Parcel	County Commissioners	Boston and Albany Railroad	Taking	MSRD 6198/50	Easement
22	35A	County Commissioners	Boston and Albany Railroad	Order		Street Crossing
22	37	Joseph Haven	Boston and Worcester Railroad	Warranty Deed	MSRD 323/353	Fence Easement
22	38	Willard Haven Esther Haven	Boston and Worcester Railroad Boston and Worcester Railroad	Warranty Deed Warranty Deed	MSRD 325/340 MSRD 402/124	Passageway and Fence Easement Fence Easement
22	41 26/S387 Out Parcel	Boston and Albany Rail Road	New England Cooperatives, Inc.	Reserved Right to Sewer Pipe in Deed-out	MSRD 8862/477	Fence Easement
22	Out Parcel	Boston and Albany Rail Road	New England Cooperatives, Inc	Deed-out	MSRD 9299/291	Fence Easement
22	42	Anthony P. DeCollibus	Harrlette F. Nevins	Deed-out	MSRD 2081/411	
22	S72110 Out Parcel	Consolidated Rail Corporation	Boston And Albany Rail Road	Warranty Deed	MSRD 6733/212	Perpetual Easement for water and sewer pipe
22	21 Out Parcel	Consolidated Rail Corporation	DeCollibus Autobody, Inc.	Reserved Rights to Sewer, Water Lines, Poles, Communication Lines, Fiber Optic Lines in Deed-out	MSRD 28989/270	
22			Massachusetts Bay Transportation Authority	Reserved Rights to Sewer, Water Lines, Poles, Communication Lines, Fiber Optic Lines in Deed-out	MSRD 30218/537	[Framingham Terminal]
22	22 Out Parcel	Consolidated Rail Corporation	Massachusetts Bay Transportation Authority	Reserved Rights to Sewer, Water Lines, Poles, Communication Lines, Fiber Optic Lines in Deed-out	MSRD 30218/537	[Framingham Terminal]

22	Out Parcel	Consolidated Rail Corporation	Massachusetts Bay Transportation Authority; National Railroad Passenger Corporation & Town of Framingham	Easement Agreement	MSRD 1602/4/26	Access and use easements [South Framingham Railroad Station]
22	29	Charles Fantony	Boston and Albany Rail Road	Encroachment Agreement	MSRD 6198/194	Building Encroachment
23	1	Joseph Haven	Boston and Worcester Railroad	Warranty Deed	MSRD 323/353	Fence Easement
23	2	Joel and Francis Coolidge	Boston and Worcester Rail Road	Warranty Deed	MSRD 323/555	Fence Easement
23	3	Benjamin A. Edwards	Boston and Worcester Rail Road	Warranty Deed	MSRD 323/548	Fence Easement
23	3A	County Commissioners	Boston and Albany Railroad	Order		Street Crossing
23	5	Moses Edgell	Boston and Worcester Rail Road	Warranty Deed	MSRD 336/444	Fence Easement
23	6	County Commissioners	Boston and Albany Railroad	Easement by Location		
23	7	Boston and Albany Rail Road	Margaret C. Scott	Reserved and Excepted Communication and Signal Pole Line Rights in Deed-out	MSRD 8840/60	Fence Easement
23	8	Boston and Albany Rail Road	Carbone Distributors, Inc.	Reserved and Excepted Communication and Signal Pole Line Rights in Deed-out	MSRD 8877/460	Fence Easement
23	9	Lucy Park et al Boston and Albany Rail Road	Boston and Worcester Rail Road Tenth, Inc.	Release for Location Damages Deed-out	MSRD 325/531 MSRD 9061/232	Passageway Easements Fence Easement
23	9	Richard Sears	Boston and Worcester Rail Road	Warranty Deed	MSRD 334/478	Passageway and Fence Easements
23	10	Charles Train	Boston and Worcester Rail Road	Warranty Deed	MSRD 323/557	Passageway and Fence Easements

23	11	Charles Train	Boston and Worcester Rail Road	Warranty Deed	MSRD 398/182	Fence Easement
23	12, 18, 26	Commonwealth of Massachusetts	Boston and Albany Railroad	Quitclaim Deed	MSRD 3080/389	Relocation of base line of location
23	13	John Twitchell Jr.	Boston and Worcester Rail Road	Warranty Deed	MSRD 323/556	Passageway and Fence Easements
23	13A	Bridget Quinn et al	Boston and Albany Railroad Co.	Warranty Deed	MSRD 3682/233	Easement to lay water pipe
		Bridget Quinn et al	Boston and Albany Railroad Co.	Warranty Deed	MSRD 5377/382	Easement to lay water pipe
	Out Parcel	Boston and Albany Railroad Co.	Theodore Dlott	Deed-out	MSRD 11538/687	
23	14, 15, 16 & 21	Francis Sprague et al	Boston and Albany Railroad Co.	Quitclaim Deed	MSRD 433/2209	Release of Right of Way
23	15	John Wenzell	Boston and Worcester Rail Road	Warranty Deed	MSRD 325/334	Passageway and Fence Easements
23	16	John Wezell	Boston and Worcester Rail Road	Warranty Deed	MSRD 390/225	Passageway and Fence Easements
23	20	Charles Scudder	Boston and Worcester Rail Road	Warranty Deed	MSRD 398/185	Fence Easement
23	24	County Commissioners	Boston and Albany Railroad	Easement by Location		
23	27	County Commissioners	Boston and Albany Railroad	Easement by Location		
23	29 and 31	Simeon Cutler	Boston and Worcester Rail Road Corp.	Warranty Deed	MSRD 526/128	Passageway and Fence Easements; Restriction – No Railroad worker houses to be located on parcel
23	30	William Greenwood	Boston and Worcester Rail Road Corp.	Warranty Deed	MSRD 323/335	Passageway and Fence Easements
23	69364	Mark Shahood	Consolidated Rail Corporation	Access Easement	MSRD 19998/500	
23	69363 Out Parcel	Consolidated Rail Corporation	Mark Shahood	Deed-out	MSRD 19998/496	
23	41 Out Parcel	Penn Central Transportation	Consolidated Rail	Release of Easements	MSRD 15511/171	

23	70379 Out Parcel	Consolidated Rail	Wellesley Press, Inc.	Permanent Easement	MSRD 22394/104	Building Encroachment
24	1	County Commissioners	Boston and Albany Railroad	Easement by Location		
24	3	Charles F. W. Parkhurst	Boston and Worcester Rail Road	Warranty Deed	MSRD 323/351	Fence Easement
24	4	Charles F. W. Parkhurst	Boston and Worcester Rail Road	Warranty Deed	MSRD 394/272	Fence Easement
24	5	Lyman Fay	Boston and Worcester Rail Road	Warranty Deed	MSRD 539/504	Fence
24	2,9,12,14,23 and 25	Benjamin Homer	Boston and Worcester Rail Road	Warranty Deed	MSRD 526/130	Excepting public street crossing/private crossing/fence. No work houses
24	6 and 8	City of Boston	Boston and Albany Railroad	Easement by Location		
24	7	Sidney Mason et al	Boston and Albany Railroad	Easement by Location		
24	10,13,24,31	Michael Homer	Boston and Worcester Rail Road	Warranty Deed	MSRD 323/368	Fence Easement
24	11	City of Boston	Boston and Albany Railroad	Easement by Location		
24	16,18,19 and 20	Calvin Shepard	Boston and Worcester Rail Road	Warranty Deed	MSRD 398/183	Fence Easement
24	S172 Out Parcel	New York Central Railroad Company	General Electric Company	Reserved Right of Use and Maintenance of Bridge Abutment in Deed-out	MSRD 10142/357	Fence Easement
24	17	Moses Grant et al	Boston and Worcester Railroad	Warranty Deed	MSRD 325/327	Passageway and Fence Easement
24	26	Town of Ashland	Boston and Albany Railroad	Easement by Location		
24	28	County Commissioners	Boston and Albany Railroad	Easement by Location		
24	29	Middlesex Superior Court	Boston and Albany Railroad	Court Decree	MSRD 2140/53	Relocate crossing

24	S 173 Out Parcel	Boston and Albany Railroad	Warren Telechron Company	Reserved 999 Year Damage Restriction in Deed-out	MSRD 5556/421	
25	2A	Michael Homer	Boston and Worcester Railroad	Warranty Deed	MSRD 323/368	Fence Easement
25	69064 Out Parcel	Consolidated Rail	Town of Ashland	Deed-out	MSRD 19207/322	
25	5&6	Boston and Albany Railroad		Notice to Prevent Easement	MSRD 4771/542	
25	7	John Stone et al	Boston and Worcester Railroad	Release Deed	MSRD 327/252	Reversion if not used as railroad. Passageway Easement under railroad
25	8,13 & 3	John Stone	Boston and Worcester Railroad	Release Deed	MSRD 653/74	Released any Restrictions
25	S397 Out Parcel	Boston and Albany Railroad	John Goldberg et al	Deed-out	MSRD 9358/588	Fence Easement
25	S397 Out Parcel	Inhabitants of Ashland		Taking	MSRD 8167/375	Alter street crossings
25	11	John West	Boston and Albany Railroad	Award for Location Damages		
25	12	John Clark	Boston and Albany Railroad	Award for Location Damages		
25	14&20	James Jackson	Boston and Worcester Railroad	Warranty Deed	MSRD 539/210	Fence Easement
25	15	Joseph Gay	Boston and Worcester Railroad	Warranty Deed	MSRD 539/208	Fence Easement
25	16	William Greenwood	Boston and Worcester Railroad	Warranty Deed	MSRD 390/222	Fence Easement
25	18,21,23	William and Samuel Clark	Boston and Worcester Railroad	Warranty Deed	MSRD 538/227	Passageway and Fence Easement
25	19	Middlesex Union Manufacturing	Boston and Worcester Railroad	Quitclaim Deed	MSRD 441/556	Fence Easement
25	24,28	Josiah Cloyes Jr.	Boston and Worcester Railroad	Warranty Deed	MSRD 529/505	Excepting land of Bacon and already of RR; excepting Public Way; no buildings excepting existing shed of Cloyes; Fence Easements

25	25 & 27	M. Wilder et al	Boston and Worcester Railroad	Warranty Deed	MSRD 401/1	Fence Easement
25	26	Mathew Mercalf	Boston and Worcester Railroad	Warranty Deed	MSRD 323/343	Passageway and Fence Easement
25	S 396 Out Parcel	Boston and Albany Railroad	Inhabitants of Ashland	Deed-out	MSRD 7252/191	
25	2089 Out Parcel	The Selectmen of Ashland		Taking	MSRD 8167/372	Alter street crossings
25	31	Santo Romeo et al	Boston and Albany Railroad	Easement	MSRD 9010/16	Pole Easement
26	1&5	Josiah Cloyes and Lydia Cloyes	Boston and Worcester Railroad	Warranty Deed	MSRD 323/333	Fence Easements
26	2,4,6	Josiah Cloyes, Jr.	Boston and Worcester Railroad	Warranty Deed	MSRD 390/219	Fence Easements
26	2A	County Commissioners	Boston and Albany Railroad	Order		Alter street crossing
26	3.8	Josiah Cloyes, Jr.	Boston and Worcester Railroad	Warranty Deed	MSRD 529/505	Excepting land of Bacon and already of RR; excepting Public way; no buildings excepting existing shed of Cloyes; Fence Easements
26	7	County Commissioners	Boston and Albany Railroad	Order		Alter street crossing
26	7A	County Commissioners	Boston and Albany Railroad	Order		Alter street crossing
26	11	John Burnham	Boston and Worcester Railroad	Warranty Deed	MSRD 323/370	Fence Easement
26	9&13	John Burnham	Boston and Worcester Railroad	Warranty Deed	MSRD 534/207	Passageway and Fence Easement
26	10&12	John Burnham	Boston and Worcester Railroad	Warranty Deed	MSRD 390/218	Fence Easement
26	14&18	Josiah Burnham	Boston and Worcester Railroad	Warranty Deed	MSRD 528/67	Subject to right of flowage and of dam owners to cross; Fence Easement
26	15&17	Josiah Burnham	Boston and Worcester Railroad	Warranty Deed	MSRD 390/217	Fence Easement
26	16	Josiah Burnham Jr. and Isaac Burnham	Boston and Worcester Railroad	Warranty Deed	MSRD 323/371	Fence Easement

26	19	Amos Johnson	Boston and Worcester Railroad	Warranty Deed	MSRD 323/332	Fence Easement
26	20	Amos Johnson	Boston and Worcester Railroad	Receipt of Payment for Location Damages		
26	22&24	Albert Ellis	Boston and Worcester Railroad	Warranty Deed	MSRD 387/12	Fence Easement
26	23	Albert Ellis	Boston and Worcester Railroad	Warranty Deed	MSRD 323/348	Fence Easement
27	1 & 1A	Middlesex Superior Court	Boston and Albany Railroad	Court Decree	MSRD 2060/220	Alter Street Crossing
27	2	Albert Ellis	Boston and Worcester Rail Road	Warranty Deed	MSRD 330/462	Fence Easement
27	3	Fitch Winchester	Boston and Worcester Railroad	Warranty Deed	MSRD 341/273	Passageway Easement
27	4	Inhabitants of the Town of Southborough	Boston and Worcester Railroad	Warranty Deed	WRD 297/372	Passageway and Fence Easement
27	5	Inhabitants of the Town of Southborough	Boston and Worcester Rail Road	Warranty Deed	WRD 374/344	Fence Easement
28	1	Josiah Johnson	Boston and Worcester Rail Road	Warranty Deed	WRD 297/331	Passageway and Fence Easement
28	Out Parcel	Commonwealth of MA		Taking	2443/41	Water Pipe Easement
28	1A	Superior Court	Boston and Albany Railroad	Decree		Alter Street Crossing
28	1B	Superior Court	Boston and Albany Railroad	Decree		Alter Street Crossing
28	1C	Superior Court	Boston and Albany Railroad	Decree		Alter Street Crossing
28	2, 4, 5	Cordaville Manufacturing Co.	Boston and Worcester Rail Road	Quitclaim Deed	WRD 492/491	Must be used as railroad
28	530 Out Parcel (out of 2)	Boston and Albany Rail Road	Ralph Giombetti & Anna Giombetti	Reserved Right to Use Wire and Poles in Deed-out	WRD 3581/315	
28	3	Cordaville Woolen Co.	Boston and Albany Railroad	Taking	1664/1	Taking for new crossing
28	6	County Commissioners	Boston and Worcester Railroad	Easement by Location		

28	7	Elliot Claflin Boston and Albany Railroad	Boston and Albany Railroad Town of Southborough	Quitclaim Deed Taking Subject to Railroad Location	814/376 2528/297	Release of Passageway Easement Taking for water pipe
29	1A	Superior Court Superior Court	Boston and Albany Railroad	Decree		Alter Street Crossing
29	1B	Superior Court	Boston and Albany Railroad	Decree		Alter Street Crossing
29	3	Sylvester Fay	Boston and Worcester Railroad	Warranty Deed	WRD 514/197	Subject to public road
29	4	Daniel Warner	Boston and Worcester Railroad	Warranty Deed	WRD 297/328	Fence Easement
29	5	Grace and Daniel Warner	Boston and Worcester Rail Road	Warranty Deed	WRD 362/467	Fence Easement
29	6	Eliphas Morse et al	Boston and Worcester Rail Road	Warranty Deed	WRD 297/603	Fence Easement
29	7, 8, 9, 10	Daniel Chamberlain	Boston and Worcester Rail Road	Warranty Deed	WRD 301/429	Fence Easement
29	1B Out Parcel	Town of Southborough	Boston and Albany Rail Road	Taking; Subject to Location of Railroad	WRD 2528/297	Taking for water pipe
29	Out Parcel (out of 7,8)	Commonwealth of MA DPW		Taking	WRD 2676/209	Relocate crossing
30	1	Darius Fay	Boston and Worcester Railroad	Warranty Deed	WRD 295/545	Subject to right to flow parcel; Fence Easement
	Out Parcel	MA Turnpike Authority		Taking	3678/251	Easement
30	4	Jesse Woods	Boston and Worcester Railroad	Warranty Deed	WRD 297/327	Passageway and Fence Easement
30	5	Jesse Woods	Boston and Worcester Railroad	Warranty Deed	WRD 363/26	Passageway and Fence Easement
30	6	Inhabitants of Westborough	Boston and Worcester Railroad	Warranty Deed	WRD 295/557	Passageway and Fence Easement
30	7 Out Parcel	Penn Central Transportation	V.S.H. Realty Inc.	Reserved Rights in Wire and Pipe Agreements in Deed- out	WRD 6568/335	
30	8 Out Parcel	Penn Central Transportation	Lawrence Walkup	Deed-out	WRD 5332/501	

30	Out Parcel	Commonwealth of MA-DPW	Boston and Albany Railroad	Taking	WRD 4513/535	Highway Easement - 1495
30	10	Daniel Chamberlain	Boston and Worcester Railroad	Warranty Deed	WRD 298/117	Passageway and Fence Easement
30	11	Luther Fay	Boston and Worcester Railroad	Warranty Deed	WRD 525/652	Subject to right to flow parcel; Fence Easement
30	12	Noah Worcester	Boston and Worcester Railroad	Warranty Deed	WRD 450/297	Fence Easement
	Out Parcel 120	Boston and Albany Railroad	Bay State Abrasive Products Company	Deed-out	WRD 3955/11	Fence Easement
30	13	Central Realty Co	Consolidated Rail	Quitclaim Deed	WRD 6649/238	And an Access Easement
30	4000	Central Realty Co	Consolidated Rail	Quitclaim Deed	WRD 4559/308	And 50 ft Access Easement; Reserves 50 ft Drainage Easement
31	65347	Central Realty Co	Consolidated Rail	Quitclaim Deed	WRD 6649/238	And an Access Easement
31	1	Jason Chamberlain	Boston and Worcester Railroad	Warranty Deed	WRD 298/224	Passageway and Fence Easement
31	2	Jason Chamberlain	Boston and Worcester Railroad	Warranty Deed	WRD 366/494	Fence Easement
31	120 Out Parcel	Boston and Albany Railroad	Bay State Abrasive Products Company	Deed-out	WRD 3955/11	Fence Easement
31	5	Jason Chamberlain	Boston & Albany Railroad	Warranty Deed	WRD 975/547	Subject to Passageway over parcel
	Out Parcel	New York Central Railroad	Central Realty Company	Deed-out	WRD 4559/314	Fence Easement
31	6	Curtis Newton	Boston and Worcester Railroad	Warranty Deed	WRD 698/402	With Passageway for benefit of railroad
31	7	Norman Newton	Boston and Worcester Railroad	Warranty Deed	WRD 698/400	With Passageway for benefit of railroad
31	8	Josiah Johnson	Boston and Worcester Railroad	Warranty Deed	WRD 297/332	Passageway and Fence Easement
31	10, 12	Orestes Forbush	Boston and Worcester Railroad	Warranty Deed	WRD 298/225	Passageway and Fence Easement
31	11, 9	Lowell Forbush et al	Boston and Worcester Railroad	Quitclaim Deed	WRD 298/229	For RR purposes only and only so long as RR is maintained on strip
32	1, 4, 7, 8, 10	Lowell Forbush et al	Boston and Worcester Railroad	Quitclaim Deed	WRD 298/229	For RR purposes only and only so long as RR's maintained on strip

32	2, 3 S113 Out Parcel	Boston and Albany Railroad	Bay State Abrasive Products Company	Deed-out	WRD 3922/257	Fence Easement
32	5	Thomas Elliott et al	Boston and Worcester Railroad	Quitclaim Deed	WRD 297/369	Passageway and Fence Easement
32	9 and 11	Nathaniel Fisher	Boston and Worcester Railroad	Warranty Deed	WRD 295/544	Passageway and Fence Easement
32	15	Lovett Peters	Boston and Worcester Railroad	Warranty Deed	WRD 426/262	Passageway and Fence Easement; Passageway created for benefit of Railroad
32	16	Dexter Brigham	Boston and Worcester Railroad	Warranty Deed	WRD 424/436	Fence Easement
32	17 and 21	John Gregory	Boston and Worcester Railroad	Warranty Deed	WRD 314/57	No Buildings or wood piles
32	18	County Commissioners	Boston and Albany Railroad	Easement by Location		
32	20	John Gregory	Boston and Worcester Railroad	Warranty Deed	WRD 364/93	No Buildings or wood piles
32	22	Dexter Brigham	Boston and Worcester Railroad	Warranty Deed	WRD 297/336	Depot to be forever maintained. No Buildings w/in 50 ft. of streets
32	22, 23	Charles Parkman	Boston and Worcester Railroad	Quitclaim Deed	WRD 306/616	For Depot; no Blacksmith
32	23	Dexter Brigham	Boston and Worcester Railroad	Quitclaim Deed	WRD 306/617	For Depot; no Tavern
32	26 Out Parcel	Boston and Albany Railroad	Bay State Abrasive Products Co.	Reserved 999 Year Damage Restriction in Deed-out	WRD 2948/108	Fence Easement
32	25, 27, 28, 29	William Forbes	Boston and Albany Railroad	Warranty Deed	WRD 1603/173	Passageway for benefit of Railroad; Excludes Main St; house and barn on East Main St
32	29A Out Parcel	Westborough Selectmen		Taking	WRD 1561/391	Alter location of crossing
32	S114 Out Parcel	Boston and Albany Railroad	Frank Forbes	Reserved 999 Year Damage Restriction in Deed-out	WRD 2533/366	

33	21 and 51	Onslow Peters	Boston and Worcester Railroad	Warranty Deed	WRD 298/225	Passageway under tracks and Fence Easement
33	22	Asaph Warren	Boston and Worcester Railroad	Warranty Deed	WRD 298/230	Passageway and Fence Easement
33	24-49 except 38 and 41	William T. Forbes	Boston and Albany Railroad	Warranty Deed	WRD 1603/173	Passageway for benefit of Railroad; Excludes Main St. house and barn on East Main St
33	Out Parcel	Boston and Albany Railroad	Gannon Motors	Reserved Right to Use Bridge Abutment in Deed-out	WRD 3658/242	
33	S121 Out Parcel	Boston and Albany Railroad	Norman Kalat	Deed-out	WRD 3995/279	
33	S118 Out Parcel	New York Central Railroad	Raymond Griffiths	Reserved Right to Use Signal and Communication Lines and Power Lines in Deed-out	WRD 4362/73	Fence Easement; Subject to Water Flow
33	S117 Out Parcel	New York Central Railroad	Bay State Abrasive Products Co.	Reserved Right to Maintain Slope Easement and Wall of Bridge and Culvert in Deed-out	WRD 4327/208	Fence Easement
33	70371 Out Parcel	Consolidated Rail	Vicar Realty Corp.	Deed-out	WRD 11483/294	
33	Out Parcel	Commonwealth of MA - DPW		Taking	WRD 4380/373	Highway Easement - Change in Bridge Location
33	24A, 24B, 28A, 35A, 42A, 47A	Westborough Selectmen	Boston and Albany Railroad	Taking	WRD 1561-391	Alter location of crossings
33	36A	County Commissioners	Boston and Albany Railroad	Decree		Alter street crossing
33	50	Butter W. Hero and George H. Hero	Boston and Albany Railroad	Warranty Deed	WRD 1585-529	Fence Easement
34	1	Joel Parker	Boston and Worcester Railroad	Warranty Deed	WRD 309/123	Fence Easement
34	2,3,8	Daniel G. Mansfield	Boston and Albany Railroad	Quitclaim Deed	WRD 1588/50	Fence Easement

34	4 & 7	Anna Harrington et al	Boston and Worcester Railroad	Warranty Deed	WRD 297/605	Fence Easement
34	5	Eli H. Whitney	Boston and Albany Railroad	Warranty Deed	WRD 1603/56	Fence Easement
34	6	Harrison C. Forbush and Rufus J. Forbush	Boston and Albany Railroad	Warranty Deed	WRD 1593/43	Fence Easement
34	9	Eli Harrington	Boston and Worcester Railroad	Warranty Deed	WRD 297/606	Fence Easement
34	North of 9	Tyree Investments Co	Consolidated Rail	Grant	WRD 18889/80	Access Easement
34	10	Eli Harrington	Boston and Worcester Railroad	Warranty Deed	WRD 310/363	Fence Easement
	64680 Out Parcel 64381 Out Parcel	Penn Central Transportation Penn Central Transportation	New England Power Company Danafilms, Inc.	Reserved Rights in Easement Reserved Rights in Deed-out	WRD 6231/380 WRD 6008/359	
34	10A	Commonwealth of MA -DPW		Taking	WRD 9244/26	Fee Taking
34	11	Fortunatus Nichols	Boston and Worcester Railroad	Warranty Deed	WRD 297/371	Passageway and Fence Easement
34	12	Moses G. Maynard	Boston and Worcester Railroad	Warranty Deed	WRD 372/427	Fence Easement
34	13	Elijah Green et al Joseph Green	Boston and Worcester Railroad Boston and Worcester Railroad	Warranty Deed Warranty Deed	WRD 308/50 WRD 308/51	Passageway and Fence Easement Passageway and Fence Easement
		Joseph H. Whitney and Edward W. Green Montan Treating Company	Boston and Worcester Railroad Boston and Albany Railroad	Quitclaim Deed Quitclaim Deed	WRD 373/566 WRD 2465/516	Passageway and Fence Easement Release of Passageway Easement
34	14	William D. Pierce	Boston and Albany Railroad	Warranty Deed	WRD 1243/139	Also releases passageway easement reserved in deed 299/510
34	15	Aaron Kimball	Boston and Worcester Railroad	Warranty Deed	WRD 299/510	Fence Easement (Passageway easement – released by deed 1243/139)
34	16	Joseph H. Whitney	Boston and Worcester Railroad	Warranty Deed	WRD 360/323	Fence Easement

34	17	Charles Rawson	Boston and Worcester Railroad	Warranty Deed	WRD 372/428	Fence Easement
34	S753 Out Parcel	Boston and Albany Railroad	Matthew Scullin	Reserved Rights to slope and to use poles and wires and 999 Year Damage Reservation in Deed-out	WRD 3099/29	
35	1A	County Commissioners		Order		Alter street crossing
35	4	Noyes Bryant	Boston and Worcester Railroad	Warranty Deed	WRD 297/337	Fence Easement
35	5	Noyes Bryant	Boston and Worcester Railroad	Warranty Deed	WRD 346/649	Fence Easement
35	10	Josiah Brigham	Boston and Worcester Railroad	Warranty Deed	WRD 298/223	Fence Easement
35	11A	County Commissioners	Boston and Albany Railroad	Order		
35	14	John G. Fay	Boston and Albany Railroad	Warranty Deed	WRD 1070/35	Also releases crossing near mile stone 35
35	15	Aaron Kimball	Boston and Worcester Railroad	Warranty Deed	WRD 310/49	Fence Easement
35	17 and 18	Herbert H. Nichols	Boston and Albany Railroad	Warranty Deed	WRD 2129/178	Passageway Easement
		Nancy M. Nichols	Boston and Albany Railroad	Warranty Deed	WRD 2129/177	Release of any interest
35 and 36	All of 35; 36: 1-6	Commonwealth of MA – Water Resource Commission		Taking	WRD 4849/186	Fee Taking to Flow Parcels
36	1	William D. Pierce	Boston and Albany Railroad	Warranty Deed	WRD 1239/621	Granted with passageway easement to road
36	2	Samuel Green	Boston and Worcester Railroad	Warranty Deed	WRD 295/555	Passageway and Fence Easement
36	3	Josiah Brigham	Boston and Worcester Railroad	Warranty Deed	WRD 298/223	Fence Easement
36	6, 9A and 9B	Martin N. Wheeler	Boston and Worcester Railroad	Warranty Deed	WRD 423/283	Fence Easement
36	7 and 9	Aaron Sherman	Boston and Worcester Railroad	Warranty Deed	WRD 423/282	Passageway and Fence Easement

36	8	Aaron Sherman	Boston and Worcester Railroad	Warranty Deed	WRD 297/604	Passageway and Fence Easement
36	10	County Commissioners	Boston and Albany Railroad	Easement by Location		
36	11	Aaron Kimball	Boston and Worcester Railroad	Warranty Deed	WRD 297/330	Passageway and Fence Easement
		Trustees of the Worcester Insane Hospital	Boston and Albany Railroad	Quitclaim Deed	WRD 1814/492	Release of right to use bridge
36	12	Aaron Kimball and Elijah Kimball	Boston and Worcester Railroad	Warranty Deed	WRD 357/163	Fence Easement
36	13	Aaron Kimball and Elijah Kimball	Boston and Worcester Railroad	Warranty Deed	WRD 371/257	Fence Easement
36	14	Elijah Kimball	Boston and Worcester Railroad	Warranty Deed	WRD 414/195	Fence Easement
37	1	Aaron Kimball and Elijah Kimball	Boston and Worcester Rail Road	Warranty Deed	WRD 371/257	Passageway and Fence Easement
		Boston and Albany Railroad	Trustees of the Worcester Insane Hospital	Deed-out	WRD 1763/206	
		New York Central and Hudson River Railroad	Trustees of Worcester Insane Hospital	Easement	WRD 1913/561	Sewer Pipe Easement
37	2 & 3	Aaron Kimball and Elijah Kimball	Boston and Worcester Rail Road	Warranty Deed	WRD 357/163	Fence Easement
37	4	Solomon Hathaway	Boston and Worcester Rail Road	Warranty Deed	WRD 359/540	Fence Easement
37	5 and 21	Daniel Cutler	Boston and Worcester Rail Road	Warranty Deed	WRD 297/334	Passageway and Fence Easement
37	6, 9 and 11	Eunice Cutler	Boston and Worcester Rail Road	Warranty Deed	WRD 359/511	Fence Easement
37	7, 8 and 12	Daniel Cutler	Boston and Worcester Rail Road	Warranty Deed	WRD 359/513	Fence Easement
37	10	Eunice Cutler	Boston and Worcester Rail Road	Warranty Deed	WRD 297/333	Fence Easement
37	13 and 16	Moses Cutler	Boston and Worcester Rail Road	Warranty Deed	WRD 374/254	Fence Easement

37	14, 17 and 18, 1/2 of 15	Moses Cutler	Boston and Worcester Rail Road	Warranty Deed	WRD 296/525	Fence Easement
37	1/2 of 15	William B. Harrington	Boston and Worcester Rail Road	Warranty Deed	WRD 295/554	Fence Easement
37	19	Elijah Brooks	Boston and Worcester Rail Road	Warranty Deed	WRD 299/513	Fence Easement
37	20	Elijah Brooks	Boston and Worcester Rail Road	Warranty Deed	WRD 359/510	Fence Easement
		Charles Prentice, 2 nd	Boston and Worcester Rail Road	Quitclaim Deed	WRD 444/145	Release of interest in bridge and Passageway over bridge
37	23	Amos Cutler	Boston and Worcester Rail Road	Warranty Deed	WRD 299/512	Passageway, Fence Easement
38	1	Harry G. Allen	Boston and Albany Railroad	Warranty Deed	WRD 2002/105	Passageway Easement
38	2	Nellie Robinson et al	Boston and Albany Railroad	Warranty Deed	WRD 1842/551	Passageway Easement
38	3	Elizabeth Cutler	Boston and Worcester Rail Road	Warranty Deed	WRD 299/511	Passageway and Fence Easement
38	4	Josiah Cutler	Boston and Worcester Rail Road	Warranty Deed	WRD 297/335	Fence Easement
38	6, 7, 15	Tarrant Merriam	Boston and Worcester Rail Road	Warranty Deed	WRD 379/166	Passageway and Fence Easement
38	8	Tarrant Merriam	Boston and Worcester Rail Road	Warranty Deed	WRD 297/369	Passageway and Fence Easement
38	S391 Out Parcel	Boston and Albany Railroad	Stewart Pratt	Deed-out	WRD 393/6/481	Fence Easement
38	14 and 15	Tarrant Merriam	Boston and Worcester Rail Road	Warranty Deed	WRD 309/129	Reversion if Depot use ceases
38	21	William Bingham	Boston and Worcester Railroad	Warranty Deed	WRD 391/221	Railroad Buildings only; Passageway for benefit of Railroad over adjoining parcel
38	22	Noah Merriam	Boston and Worcester Rail Road	Quitclaim Deed	WRD 299/509	Passageway and Fence Easement
38	Out Parcel (out of 5 and 7)	Commonwealth of MA for the benefit of Grafton State Hospital		Taking	WRD 2282/521	Water pipe Easement
38	Out Parcel (out of 4, 15 and 16)	Boston and Albany Railroad	David Fisk	Reserved Passageway Rights in Deed-out	WRD 961/129	To be kept open and used as a public street

38	Out Parcel (out of 16 and 17)	Boston & Albany Rail Road	Minnie A. Shepherd	Reserved 999 Year Damage Restriction in Deed-out	WRD 2510/554	
38	Out Parcel (out 8 and 10)	Commonwealth of MA DPW		Taking	WRD 2755/431	Easement – drainage and pedestrian underpass
38	14A Out Parcel (out of 8)	Commonwealth of MA DPW		Taking	WRD 2676/221	Relocation of Railroad crossing
38	S390 Out Parcel (out of 11, 17, 18)	Boston and Albany Rail Road	Francis G. and Ruth Bertone	Easement	WRD 3728/45	Fence Easement
39	1	Elijah Brooks	Boston and Worcester Railroad	Warranty Deed	WRD 299/513	Fence Easement
39	2	George M. Putnam	Boston and Worcester Railroad	Warranty Deed	WRD 302/162	Passageway and Fence Easement; To be used for Depot; Subject to right to flow parcel by abutter
39	3	N E Manufacturing Co	Boston and Albany Railroad	Easement by Location		
39	4	Tarrant Merriam	Boston and Worcester Railroad	Warranty Deed	WRD 297/369	Passageway and Fence Easement
39	7	Onslow Peters et al	Boston and Worcester Railroad	Quitclaim Deed	WRD 298/119	Passageway, Water Culvert and Fence Easement
40	1	George A. Trumbull	Boston and Worcester Railroad	Warranty Deed	WRD 301/428	Passageway and Fence Easement
40	2	Jonas Hastings	Boston and Worcester Railroad	Warranty Deed	WRD 299/513	Fence Easement
40	4	Onslow Peters et al	Boston and Worcester Railroad	Quitclaim Deed	WRD 298/119	Two Passageways over, water culvert under, Fence Easement
40	5	Jubal Wheelock	Boston and Worcester Railroad	Warranty Deed	WRD 298/300	Passageway and Fence Easement
40	5	David Waldo	Boston and Worcester Railroad	Quitclaim Deed	WRD 298/293	For Railroad Purposes Only
		Worcester Bank	Boston and Worcester Railroad	Quitclaim Deed	WRD 298/294	For Railroad Purposes Only
41	1 and 10	Hannah Flagg et al	Boston and Worcester Railroad	Quitclaim Deed	WRD 298/226	Fence Easement

41	2 and 3	John Clark	Boston and Worcester Railroad	Quitclaim Deed	WRD 298/319	Fence Easement
41	2A Out Parcel	City of Worcester		Taking	WRD 4576/263	Sewer Easement
41	5, 6, 7 and 8	Oliver K. Cook	Boston and Worcester Railroad	Warranty Deed	WRD 380/440	Fence Easement
41	9	Thomas Harrington et al	Boston and Worcester Railroad	Quitclaim Deed	WRD 298/118	Fence Easement
41	11	William Eaton	Boston and Worcester Railroad	Warranty Deed	WRD 298/297	Passageway and Fence Easement
41	12	Angelo Paciello and Mary Paciello	Boston and Albany Railroad	Warranty Deed	WRD 2399/385	Subject to Rights of others in Street
41	1,4, 13 Out Parcels	City of Worcester		Taking	WRD 5041/493	Sewer Easement
41	16	Boston and Albany Railroad		Taking	WRD 2494/156	Taking for additional Track
41	Out Parcel	City of Worcester		Taking	WRD 2467/593	Easement over Railroad
42	1	William Eaton	Boston and Worcester Railroad	Warranty Deed	WRD 382/242	Passageway Easement
42	3	Samuel Harrington	Boston and Worcester Railroad	Warranty Deed	WRD 297/322	Passageway and Fence Easement
42	4	Elbridge G. Partridge	Boston and Worcester Railroad	Fiduciary Deed	WRD 380/79	Land covered by dirt embankment
42	5, 6, 9, 10	Francis Harrington et al	Boston and Worcester Railroad	Warranty Deed	WRD 298/140	Passageway and Fence Easement
42	5A	Superior Court	Boston and Albany Railroad	Decree		Alter Street Crossing
42	7A	Superior Court	Boston and Albany Railroad	Decree		Alter Street Crossing
42	8	Daniel Harrington	Boston and Worcester Railroad	Warranty Deed	WRD 380/132	Fence Easement
42	8A	City of Worcester	Boston and Albany Railroad	Ordinance		
42	9A	Superior Court	Boston and Albany Railroad	Decree		Alter Street Crossing

					Taking	WRD	
42	Out Parcel (out land 2)	City of Worcester				WRD 2424/463	Sewer Easement
43	1, 2	Daniel Harrington	Boston and Worcester Railroad	Warranty Deed	WRD 380/132		Fence Easement
43	3, 5	William Eaton	Boston and Worcester Railroad	Warranty Deed	WRD 382/242		Passageway Easement
43	4	William Eaton	Boston and Worcester Railroad	Warranty Deed	WRD 298/297		Passageway and Fence Easement
43	6	John Patch	Boston and Worcester Railroad	Warranty Deed	WRD 298/299		Passageway and Fence Easement
		Andrew Waite	Boston and Worcester Railroad	Release Deed	WRD 646/550		Release of any and all passageways esp. those reserved in 298/299
43	7	Samuel Waite	Boston and Albany Railroad	Warranty Deed	WRD 757/503		Passageway Easement
43	8	Andrew Waite et al	Boston and Albany Railroad	Warranty Deed	WRD 757/502		Passageway Easement
43	9, 11, 12, 15, 16, 18	Jonas Bartlett	Boston and Worcester Railroad	Warranty Deed	WRD 392/603		Fence Easement
43	10, 17	Henry Prentice et al	Boston and Worcester Railroad	Warranty Deed	WRD 298/292		Passageway and Fence Easement
43	14 Out Parcel	Boston and Albany Railroad	Olive Holt	Deed-out	WRD 827/154		
43	19	Lucy Patch	Boston and Worcester Railroad	Warranty Deed	WRD 310/177		Fence Easement
43	20	County Commissioners	Boston and Albany Railroad	Easement by Location			
43	21, 22	Horace Bigelow	Boston and Albany Railroad	Warranty Deed	WRD 1422/21		Passageway Easement
43	10 Out Parcel (out of 7, 8)	Boston and Albany Railroad	St. Pierre Chain Corp	Reserved 999 Year Damage Restriction in Deed-out	WRD 281/376		Fence Easement
43	12 Out Parcel (out 19)	Boston and Albany Railroad	Mary and Jennie Magnoni	Deed-out	WRD 3302/58		No grade/embankment change

43	11 Out Parcel (out of 19)	Boston and Albany Railroad	Arduini Manufacturing Corp.	Reserved 999 Year Damage Restriction in Deed-out	WRD 3293/132	Fence Easement
43	6 and 6A Out Parcels (out of 12 and 13)	Boston and Worcester Railroad	Andrew Waite	Deed-out	WRD 646/547	
43	9 Out Parcel (out of 9 and 10)	City of Worcester		Taking	WRD 2549/501	Easement for sewer
44	2	William Eaton	Boston and Worcester Railroad	Warranty Deed	WRD 382/539	Fence Easement
44	3, 6	William Eaton	Boston and Worcester Railroad	Warranty Deed	WRD 298/297	Passageway and Fence Easement
44	4, 5	William Eaton	Boston and Worcester Railroad	Warranty Deed	WRD 394/461	Fence Easement
44	7, 8	White, Pevey & Dexter Company	Boston and Albany Railroad	Quitclaim Deed	WRD 1969/483	Right to fill for street and maintain slope
44	9	Boston and Albany Railroad	Henry G. Vuona	Deed-out	WRD 3084/312	
44	9A, 10 Out Parcels	City of Worcester		Taking	WRD 2010/493	Relocation of crossing
44	15, 16, 20, 27	Parley Goddard	Boston and Worcester Railroad	Warranty Deed	WRD 380/77	Passageway and Fence Easement
44	17	Parley Goddard	Boston and Worcester Railroad	Warranty Deed	WRD 301/426	Passageway and Fence Easement
44	18	Archeaus Howe et al	Boston and Albany Railroad	Grant	WRD 1143/624	Maintain Slope
44	19	County Commissioners	Boston and Albany Railroad	Easement by Location		
44	22	Parley Goddard	Boston and Worcester Railroad	Quitclaim Deed	WRD 391/296	For use as public road
44	23	City of Worcester	Boston and Albany Railroad	Ordinance		Alter street crossing
44	25	County Commissioners	Boston and Albany Railroad	Easement by Location		

44	26	Marcus Sullivan	Boston and Albany Railroad	Quitclaim Deed	WRD 907/112	And Release Passageway Rights
44	28	Walter Henry	Boston and Albany Railroad	Warranty Deed	WRD 887/166	And Release any interest in Passageway
44	37	County Commissioners	Boston and Albany Railroad	Easement by Location		
44	42	County Commissioners	Boston and Albany Railroad	Easement by Location		
44	51	Eli Goulding and Daniel Hawkins	Boston and Albany Railroad	Warranty Deed	WRD 887/579	And Release Passageway Rights
44	52	Horatio Tower	Boston and Worcester Railroad	Warranty Deed	WRD 598/337	And Release Passageway Rights
44	55	Claffin-Summer Coal Company	Boston and Albany Railroad	Warranty Deed	WRD 2842/259	Right to construct retaining wall
44	72795	Radio Oil Company, Inc	Consolidated Rail	Grant	WRD 19076/292	Easement for Signal Tower
44	11 Out Parcel (out of 1, 2)	Boston and Albany Railroad	John and Marie Stellito	Reserved Use of Drainage Ditch in Deed-out	WRD 3916/238	Fence Easement
44	10 Out Parcel (out of 26)	Boston and Albany Railroad	J. A. B. Realty Co Inc.	Reserved 999 Year Damage Restriction in Deed-out	WRD 3126/518	Fence Easement
44	8, 7 Out Parcel (out of 53)	Boston and Albany Railroad	Graton & Knight Company	Reserved 999 Year Damage Restriction in Deed-out	WRD 3110/363	Fence Easement
44	9 Out Parcel (out of 53)	Boston and Albany Railroad	Henry Vuona	Reserved 999 Year Damage Restriction in Deed-out	WRD 3124/71	Fence Easement

45	4	David Brigham Commonwealth of MA - DPW Consolidated Rail Parcel	Boston and Worcester Railroad Massachusetts Bay Transportation Authority William Kennedy National Railroad Passenger Corp	Warranty Deed Taking Deed-out Reserved Track Rights in Deed-out Deed-out	WRD 296/416 WRD 3940/484 WRD 12676/224	Excepted & reserved mansion house and right to maintain aqueduct Fee and Easement - Worcester Expressway
45	6	John Sullivan Commonwealth of MA DPW	Boston and Worcester Railroad	Quitclaim Deed Taking	WRD 716/511 WRD 3742/109	(AMTRAK Passenger Station - This Parcel has since been deeded to EOTC - 23514/2) Reserving buildings Fee and Easement Taking
45	87 Out Parcel (out of 4 - 11)	Commonwealth of MA DPW		Taking	WRD 3890/217	Fee and Easement Taking
45	16	Boston and Worcester Railroad	Western Railroad	Warranty Deed	WRD 417/596	Easement for track & passage usage
45	17&21	Boston and Worcester Railroad	Western Railroad	Warranty Deed	WRD 417/445	Also any Passageway rights
45	21A	Superior Court	Boston and Albany Railroad	Decree		
45	23	Osgood Bradley et al	Western Railroad	Warranty Deed	WRD 427/246	Reserved waterfall & 3 ft. wide space next to building
45	25	Warren McFarland	Boston and Albany Railroad	Quitclaim Deed	WRD 988/608	Released Passageway easement; reserved use of water pipe

45	26	Abbie Buckingham et al Paul Buckingham Tr	Boston and Albany Railroad Boston and Albany Railroad	Quitclaim Deed Quitclaim Deed	WRD 1898/81 WRD 1898/83	Released any rights in land taken for new station and in Mill Brook Released any rights in land taken for new station and in Mill Brook
45	28	Frederic Washburn Tr.	Boston and Albany Railroad	Quitclaim Deed	WRD 1904/473	Released any rights in land taken for new station
45	29	Charles Hickey, Administrator John Sheehan	Boston and Albany Railroad Boston and Albany Railroad	Quitclaim Deed Quitclaim Deed	WRD 1902/164 WRD 1902/165	Released any rights in land taken for new station Released any rights in land taken for new station
45	30	Owen J. Carroll	Boston and Albany Railroad	Quitclaim Deed	WRD 1935/335	Released any interest in other land
45	34	Emma C. Pratt	Boston and Albany Railroad	Quitclaim Deed	WRD 1900/495	Released any rights in land taken for new station
45	35	Charles M. Thayer et al	Boston and Albany Railroad	Quitclaim Deed	WRD 1902/163	Released any rights in land taken for new station
45	35&36	Forrest W. Taylor	Boston and Albany Railroad	Quitclaim Deed	WRD 1902/162	Released any rights in land taken for new station
45	36	George Slocomb	Western Railroad	Award for Location Damages		
45	36A	County Commissioners	Western Railroad	Easement by Location		
45	40	Superior Court	Boston and Albany Railroad	Decree		Alter street crossing
45	48	Superior Court	Boston and Albany Railroad	Decree		Alter street crossing
45	53	Superior Court	Boston and Albany Railroad	Decree		Alter street crossing
45	60	Superior Court	Boston and Albany Railroad	Decree		Alter street crossing
45	63	Superior Court	Boston and Albany Railroad	Decree		Alter street crossing
45	64	Superior Court	Boston and Albany Railroad	Decree		Alter street crossing
45	66	Superior Court	Boston and Albany Railroad	Decree		Alter street crossing

45	67	Thomas Homer	Western Railroad	Award for Location Damages		
45	70	Superior Court	Boston and Albany Railroad	Decree		Alter street crossing
45	56 Out Parcel; out of 14	City of Worcester		Taking	WRD 2225/84	Easement for street

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EXHIBIT D
Provisions Relating to Transfer of CSXT Boston Main Line Easement

1. The CSXT Boston Main Line Easement shall be assignable in whole or in part. Except as hereinafter set forth with respect to transfers to a Related Party (hereinafter defined), neither Grantor, a Related Party, as hereinafter defined, nor any subsequent holder of the benefit of the CSXT Boston Main Line Easement (each of Grantor, a Related Party and a subsequent holder being a "**Benefitted Holder**"), shall sell, lease, license or otherwise transfer (each such transaction being a "**Transfer**") the benefit of the CSXT Boston Main Line Easement, in whole or in part, or any interest therein (any such interest being an "**Easement Interest**") to a third party who fails to meet the Transferee Standards set forth on **Exhibit E**. Notwithstanding the foregoing to the contrary, no Benefitted Holder shall be required to obtain Grantee's consent for a Transfer of an Easement Interest to a Related Party of the Benefitted Holder which is making the Transfer, and such Related Party shall be deemed to have met the Transferee Standards (a "**Related Party Transfer**"). Grantor, a Related Party or the Benefitted Holder, as the case may be, shall deliver to Grantee written notice of every proposed Transfer of an Easement Interest not less than sixty (60) days prior to the effective date of the Transfer of the Easement Interest. Within such sixty (60) day period, if the Transfer is not to a Related Party, Grantee shall either (i) consent to such transfer, such consent not to be unreasonably withheld, conditioned or delayed and which must be given if the proposed transferee meets the Transferee Standards, or (ii) state in detail the reasons for denial of consent or why Grantee contends that the proposed transferee does not meet the Transferee Standards, as the case may be. The preceding notification provision shall apply to each Transfer by Grantor, a Related Party and by each Benefitted Holder; provided, however, that Grantee shall not have any right to approve a transfer to a Related Party.
2. If at any time Grantor, or a party which is a Related Party of Grantor (a "**Grantor Related Party**"), makes a Transfer of an Easement Interest to a third party, Grantor, or a Grantor Related Party, shall promptly pay to Grantee a transfer fee of five (5%) percent of the consideration (the "**Easement Transfer Payment**") paid for such transfer, net of any portion of the consideration attributable to any machinery or equipment included in the transfer. No party to whom Grantor, or a Grantor Related Party, makes a Transfer of an Easement Interest shall be required to make an Easement Transfer Payment with regard to a subsequent Transfer of the same Easement Interest or any part of said Easement Interest. In no event shall Grantor or a Grantor Related Party be responsible for paying an Easement Transfer Payment to Grantee for transactions which are in the ordinary course of Grantor's or the Grantor Related Party's business as a freight rail service provider, including without limitation, freight revenue and other income from freight service. Except with respect to the subsequent Transfer of an Easement Interest for which an Easement Transfer Payment has previously been paid, the Easement Transfer Payment shall apply to each Transfer of an Easement Interest (other than a Related Party Transfer) by Grantor or a Grantor Related Party.
3. No Benefitted Holder shall be required to make an Easement Transfer Payment in connection with any Transfer of an Easement Interest, in whole or in part, to any person, firm, partnership, corporation or other entity now or hereafter affiliated with such Benefitted Holder or in connection with a merger, reorganization, or sale of all or substantially all of such Benefitted

Holder's assets (collectively, a "**Related Party**"); provided, however, that a Grantor Related Party shall take such transfer or assignment subject to the aforesaid provisions pertaining to Grantees right to collect an Easement Transfer Payment to the extent applicable at the time of such transfer or assignment.

EXHIBIT E
Transferee Standards

In accordance with the provisions set forth in Exhibit D of this Deed ("**Exhibit D**"), no Benefitted Holder (as defined in Exhibit D) shall sell, lease, license or otherwise transfer (each such transaction being a "**Transfer**") the benefit of the CSXT Boston Main Line Easement, in whole or in part, or any interest therein (any such interest being an "**Easement Interest**") to any person other than a Related Party (as defined in Exhibit D) unless such person (a "**Transferee**") meets all of the following criteria (collectively, the "**Transferee Standards**"):

1. The Transferee has a minimum of two (2) years prior experience conducting freight rail operations in the United States, or is owned or controlled by a company that owns or controls at least one other rail carrier that has a minimum of two (2) years prior experience conducting freight rail operations in the United States. Any such company, rail carrier owned by such holding company, and any other entity that owns or controls the Transferee, or is owned or controlled by the Transferee, is referred to herein as an "**Affiliate**" of the Transferee.
2. The Transferee demonstrates, by providing to the Grantee the information described in Paragraph 3 below, as well as audited financial statements for the previous two (2) years and a business plan for the property to be acquired, that the Transferee has the financial security required to satisfy the financial obligations described in the then-current trackage rights or operating agreement between the Benefitted Holder and the Grantee or the Massachusetts Bay Transportation Authority (the "**MBTA**").
3. The Transferee has disclosed to the Grantee all material litigation, arbitration, mediation, contract dispute, or other disputes submitted to any dispute resolution procedure within the last five (5) years which involved, or arose from, a claim against the Transferee or any Affiliate regarding any of the following: the death or serious injury of any person; business, contract or other commercial disputes; employment, employment discrimination or labor disputes. As used in this Exhibit E, the term "material" means that the item would be considered material in the course of an audit of the firm under Generally Accepted Accounting Principles as expounded by the Financial Accounting Standards Board, or that the item, in the reasonable judgment of the Grantee, calls into question the ability of the Transferee to perform the obligations of the then-current trackage rights or operating agreement between the Benefitted Holder and the Grantee or the MBTA in compliance with such agreement and applicable law.
4. Neither the Transferee nor any Affiliate has filed a bankruptcy petition or made a general assignment for the benefit of creditors, and no other party has filed a bankruptcy petition against the Transferee or any Affiliate in the preceding seven (7) years that has not been dismissed.
5. Neither the Transferee nor any Affiliate has applied for or consented to the appointment of a receiver, trustee or liquidator of Transferee or any Affiliate for all or substantially all of the assets of the Transferee or Affiliate and no order, judgment or decree has been entered by any court of competent jurisdiction on the application of a creditor appointing a receiver, trustee or liquidator of Transferee or Affiliate for all or substantially all of the assets of the Transferee or Affiliate within the preceding seven (7) years.
6. The Transferee has supplied the Grantee with the records of any accident or other incident occurring in the preceding five (5) years that the Transferee or any Affiliate has reported, or was required to

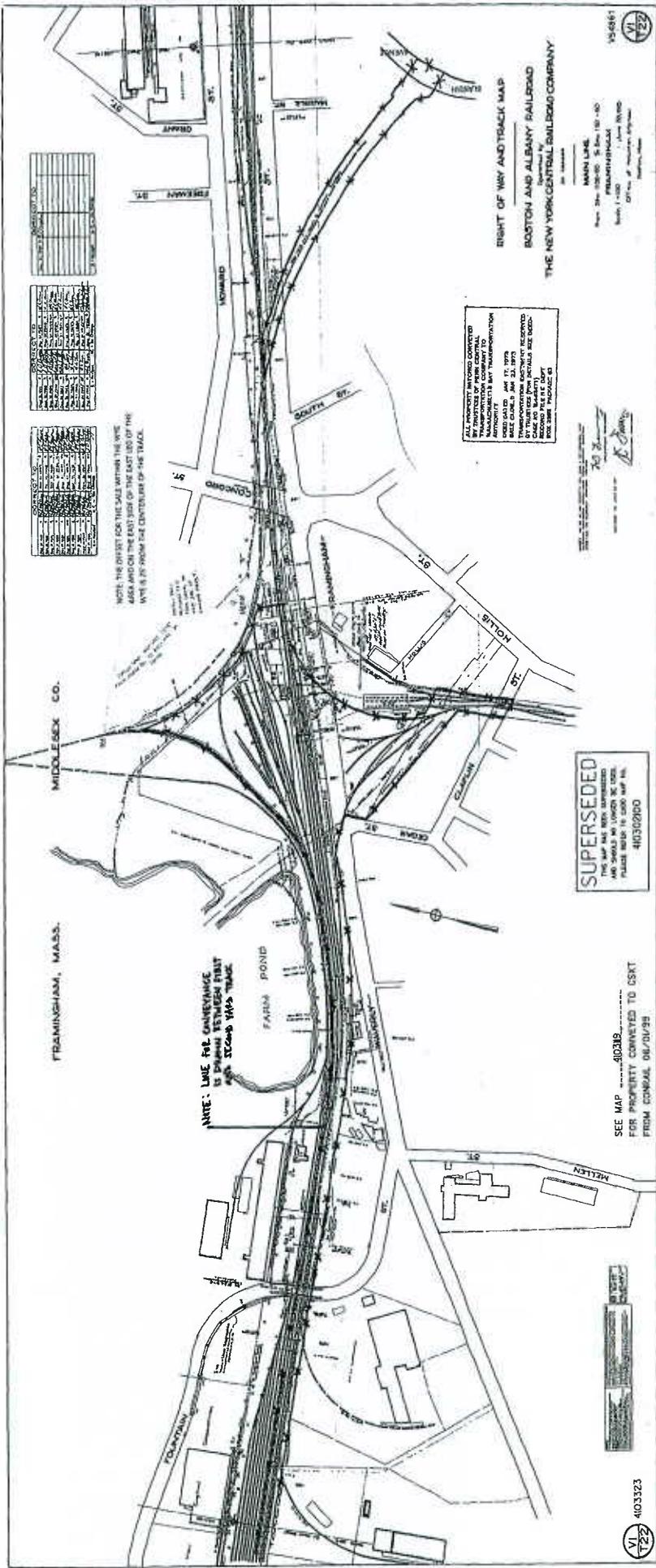
report, to the Federal Railroad Administration (the "FRA") under 49 CFR Part 225. The Transferee has disclosed to the Grantee, with respect to all freight rail operations conducted by the Transferee or any Affiliate within the preceding three (3) years, a list of FRA or state violation notices issued with respect to the regulatory compliance of such freight rail operations, together with a brief description and resolution thereof, and demonstrated that it has complied with any penalties, sanctions, or other obligation relating thereto.

7. Neither the Transferee nor any Affiliate is in violation of any law which has the potential to have a material adverse effect on its freight rail operations over the Freight Easement.
8. Neither the Transferee nor any Affiliate, nor any officer, director or department head of the Transferee or any Affiliate within the preceding five (5) years:
 - a. has been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy, or any act in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any contract with any public entity.
 - b. has had filed against it in a state or federal proceeding any criminal charge of fraud, bribery, collusion, conspiracy, or any act in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any contract with any public entity and such charge has not been finally resolved.
 - c. has had filed against it, in a state or federal court, any civil complaint (including, but not limited to, a cross-complaint), counter claim, or other claim arising out of a contract, alleging fraud, bribery, collusion, conspiracy, or any action in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract with any public entity and such civil complaint, counter claim, or other claim has been found substantially meritorious or has not been finally resolved.
 - d. has within the preceding three (3) years been found, adjudicated, or determined (which finding, adjudication or determination has not been subsequently overturned) by any federal or state court or agency, including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, and the Massachusetts Commission Against Discrimination, to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended; the Equal Pay Act; Executive Order 11246; or the Massachusetts Law Against Discrimination (Mass. Gen. Laws c. 151B) which violation was of a material nature.
 - e. has within the preceding three (3) years been found, adjudicated or determined (which finding, adjudication or determination has not been subsequently overturned) by any state court, state administrative agency, federal court or federal agency to have violated or failed to comply with any applicable law or regulation of the United States or any state governing prevailing wages (including, but not limited to, payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or

other training, or other fringe benefits) or overtime compensation, which violation or failure to comply was of a material nature.

- f. has been terminated or debarred on any contract issued by any public entity, including, but not limited to, the Grantee or the MBTA, or otherwise declared ineligible to contract with any public entity and such debarment remains in effect; or
 - g. is at the time of the proposed Transfer in default under or otherwise failing to perform any material obligations contained in any contract or agreement with the Grantee or the MBTA, and the Grantee or the MBTA has noticed the Transferee about such default or material nonperformance and otherwise exercised its contractual rights under such contract or agreement with respect to the same.
9. In the event that the Benefitted Holder's interest in the trackage rights agreement or operating agreement between the Benefitted Holder and the Grantee or the MBTA is to be assigned to the Transferee, and if such agreement requires the Benefitted Holder to maintain certain insurance coverage, the Transferee shall demonstrate the ability to secure and maintain insurance coverage in the amounts and on the terms required by such agreement.
10. All Interchange Commitments with the Transferee, if any, shall at all times comply with all applicable STB rules and regulations, if any.

Notwithstanding any provision of this Exhibit E to the contrary, Grantee may, upon the request of the Transferee or the Benefitted Holder, in its sole and absolute discretion, waive, in whole or in part, any or all of the foregoing Transferee Standards, except that Section 10 shall not be waived. No such waiver shall be effective unless evidenced by a written instrument executed by a duly authorized representative of Grantee.



SYMBOL	DESCRIPTION
[Symbol]	RIGHT OF WAY
[Symbol]	TRACK
[Symbol]	EASEMENT
[Symbol]	STREET
[Symbol]	PROPERTY
[Symbol]	UTILITY
[Symbol]	OBSTACLE
[Symbol]	WATER
[Symbol]	WOOD
[Symbol]	ROCK
[Symbol]	GRAVEL
[Symbol]	CLAY
[Symbol]	SAND
[Symbol]	SOIL
[Symbol]	FOUNDATION
[Symbol]	CONCRETE
[Symbol]	STEEL
[Symbol]	WOOD
[Symbol]	BRICK
[Symbol]	STONE
[Symbol]	GLASS
[Symbol]	PAPER
[Symbol]	TEXTILE
[Symbol]	LEATHER
[Symbol]	RUBBER
[Symbol]	PLASTIC
[Symbol]	GLASS
[Symbol]	TEXTILE
[Symbol]	LEATHER
[Symbol]	RUBBER
[Symbol]	PLASTIC

NOTE: THE DISTRICT FOR THE SALE WITHIN THE WYE AREA AND ON THE EAST SIDE OF THE EAST END OF THE WYE IS 37' FROM THE CENTERLINE OF THE TRACK.

NOTE: LINE FOR CHANGE IN ELEVATION BETWEEN FIRST AND SECOND VHS TRACK

ALL PROPERTY INTERESTS CONVEYED BY THIS MAP SHALL BE SUBJECT TO ANY TRANSFERRED INTERESTS BY THE BOSTON AND ALBANY RAILROAD COMPANY. THIS MAP IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE BOSTON AND ALBANY RAILROAD COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF OR FROM THE USE OF THIS MAP. THE BOSTON AND ALBANY RAILROAD COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF OR FROM THE USE OF THIS MAP.

RIGHT OF WAY AND TRACK MAP
 BOSTON AND ALBANY RAILROAD
 THE NEW YORK CENTRAL RAILROAD COMPANY

SUPERSEDED
 THIS MAP HAS BEEN SUPERSEDED BY MAP NO. 4033230
 4033230

SEE MAP 403323 FOR PROPERTY CONVEYED TO CSKT FROM CONDAL 08/01/99

VI 123

VI 123

403323

REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/1910	AS SHOWN
2	10/1/1910	AS SHOWN
3	10/1/1910	AS SHOWN
4	10/1/1910	AS SHOWN
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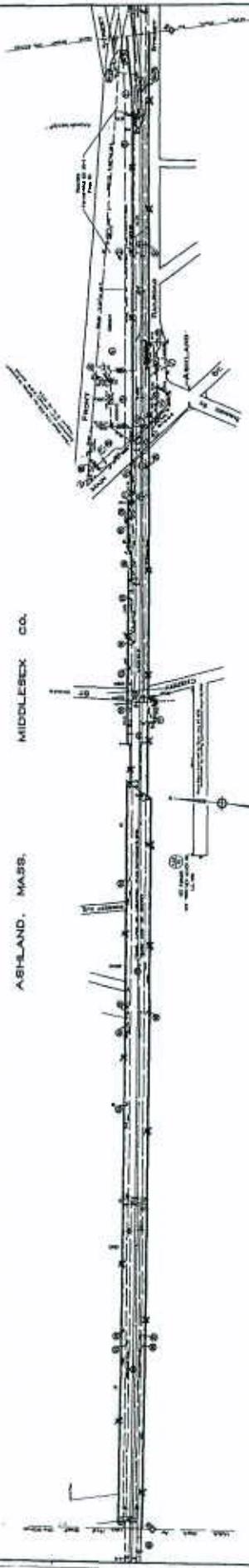
REVISIONS

NO.	DATE	DESCRIPTION
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REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/1910	AS SHOWN
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46	10/1/1910	AS SHOWN
47	10/1/1910	AS SHOWN
48	10/1/1910	AS SHOWN
49	10/1/1910	AS SHOWN
50	10/1/1910	AS SHOWN

ASHLAND, MASS. MIDDLESEX CO.



STATION	TRACK	TYPE	DATE	REMARKS
Ashland	1	Passenger	1910	Original
Ashland	2	Freight	1910	Original
Ashland	3	Passenger	1910	Original
Ashland	4	Freight	1910	Original
Ashland	5	Passenger	1910	Original
Ashland	6	Freight	1910	Original
Ashland	7	Passenger	1910	Original
Ashland	8	Freight	1910	Original
Ashland	9	Passenger	1910	Original
Ashland	10	Freight	1910	Original
Ashland	11	Passenger	1910	Original
Ashland	12	Freight	1910	Original
Ashland	13	Passenger	1910	Original
Ashland	14	Freight	1910	Original
Ashland	15	Passenger	1910	Original
Ashland	16	Freight	1910	Original
Ashland	17	Passenger	1910	Original
Ashland	18	Freight	1910	Original
Ashland	19	Passenger	1910	Original
Ashland	20	Freight	1910	Original
Ashland	21	Passenger	1910	Original
Ashland	22	Freight	1910	Original
Ashland	23	Passenger	1910	Original
Ashland	24	Freight	1910	Original
Ashland	25	Passenger	1910	Original
Ashland	26	Freight	1910	Original
Ashland	27	Passenger	1910	Original
Ashland	28	Freight	1910	Original
Ashland	29	Passenger	1910	Original
Ashland	30	Freight	1910	Original
Ashland	31	Passenger	1910	Original
Ashland	32	Freight	1910	Original
Ashland	33	Passenger	1910	Original
Ashland	34	Freight	1910	Original
Ashland	35	Passenger	1910	Original
Ashland	36	Freight	1910	Original
Ashland	37	Passenger	1910	Original
Ashland	38	Freight	1910	Original
Ashland	39	Passenger	1910	Original
Ashland	40	Freight	1910	Original
Ashland	41	Passenger	1910	Original
Ashland	42	Freight	1910	Original
Ashland	43	Passenger	1910	Original
Ashland	44	Freight	1910	Original
Ashland	45	Passenger	1910	Original
Ashland	46	Freight	1910	Original
Ashland	47	Passenger	1910	Original
Ashland	48	Freight	1910	Original
Ashland	49	Passenger	1910	Original
Ashland	50	Freight	1910	Original

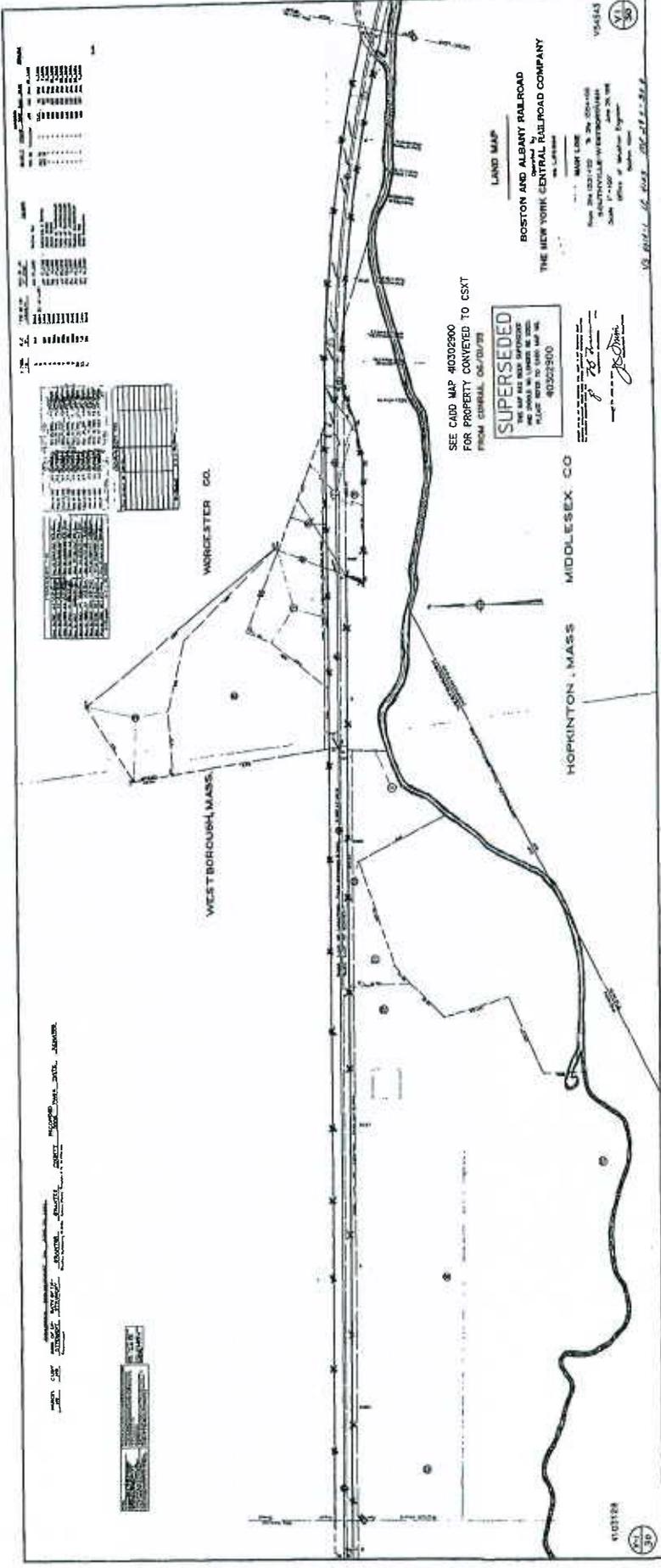
LAND MAP
 BOSTON AND ALBANY RAILROAD
 THE NEW YORK CENTRAL RAILROAD COMPANY

MADE BY
 J. J. LADD
 CIVIL ENGINEER

SUPERSEDED
 THIS MAP HAS BEEN SUPERSEDED
 AND SHOULD BE CONSIDERED
 NULL AND VOID FROM THE DATE
 OF THIS MAP NO.
 410302400

AREA UNDER BOLD LINE INDICATES
 PROPERTY CONVEYED TO COST FROM
 CORRAL, (10/1/1910)

VI
 L. 25
 410322



NO.	DESCRIPTION	AREA
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NO.	DESCRIPTION	AREA
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SEE CADD MAP 40302900
FOR PROPERTY CONVEYED TO CSXT
FROM CENTRAL, 06/10/78

SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED
BY MAP 40302900
DATE 06/10/78

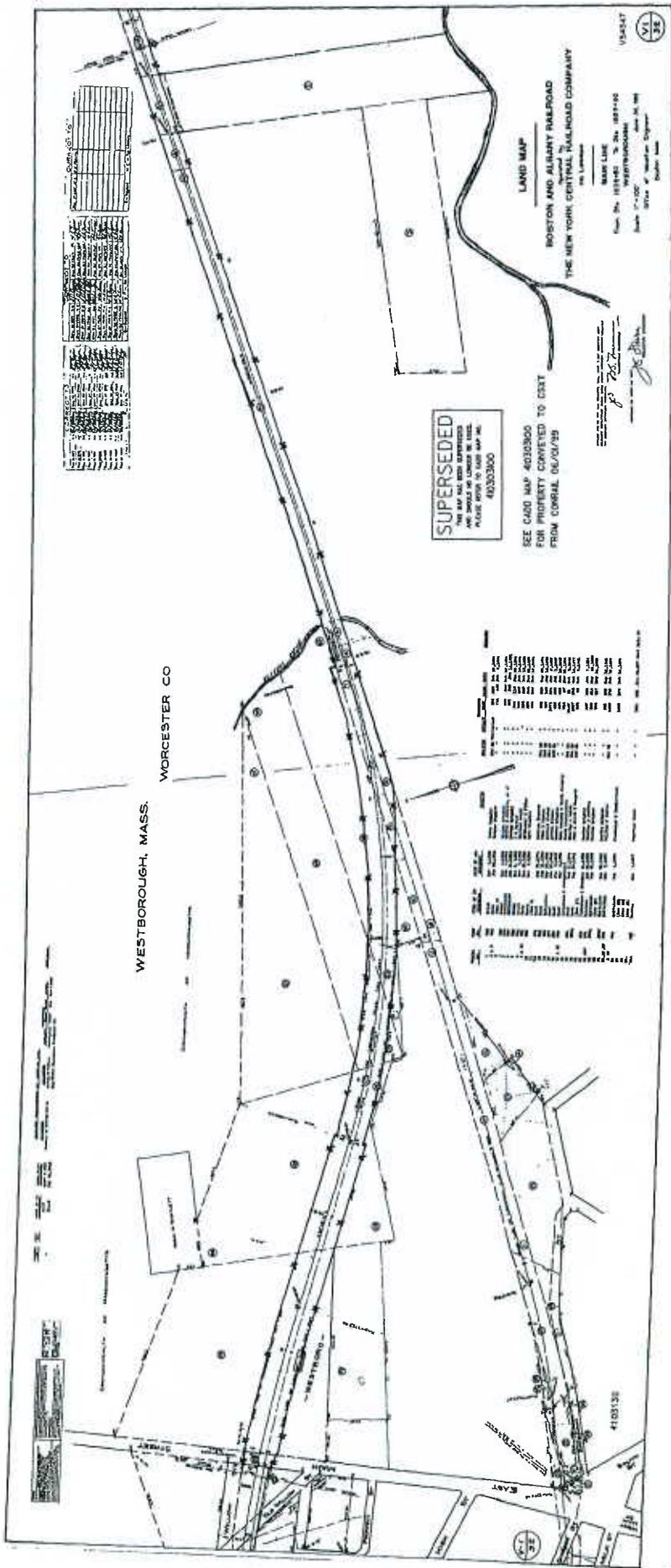
LAND MAP
BOSTON AND ALBANY RAILROAD
Operated by
THE NEW YORK CENTRAL RAILROAD COMPANY

MARK LINE
From 204 (22) (10) To 204 (20) (10)
SOUTHVILLE (MIDDLESEX CO.)
Date 10-10-78
Office of Technical Engineering
Boston, Mass.

VS 607-1-16-80-5 204 (20) (10) 2-1-78

410328
11/30

VS 6143
11/30



Station	Offset	Area	Notes
1+00	10	100	
1+10	10	110	
1+20	10	120	
1+30	10	130	
1+40	10	140	
1+50	10	150	
1+60	10	160	
1+70	10	170	
1+80	10	180	
1+90	10	190	
2+00	10	200	
2+10	10	210	
2+20	10	220	
2+30	10	230	
2+40	10	240	
2+50	10	250	
2+60	10	260	
2+70	10	270	
2+80	10	280	
2+90	10	290	
3+00	10	300	
3+10	10	310	
3+20	10	320	
3+30	10	330	
3+40	10	340	
3+50	10	350	
3+60	10	360	
3+70	10	370	
3+80	10	380	
3+90	10	390	
4+00	10	400	
4+10	10	410	
4+20	10	420	
4+30	10	430	
4+40	10	440	
4+50	10	450	
4+60	10	460	
4+70	10	470	
4+80	10	480	
4+90	10	490	
5+00	10	500	
5+10	10	510	
5+20	10	520	
5+30	10	530	
5+40	10	540	
5+50	10	550	
5+60	10	560	
5+70	10	570	
5+80	10	580	
5+90	10	590	
6+00	10	600	
6+10	10	610	
6+20	10	620	
6+30	10	630	
6+40	10	640	
6+50	10	650	
6+60	10	660	
6+70	10	670	
6+80	10	680	
6+90	10	690	
7+00	10	700	
7+10	10	710	
7+20	10	720	
7+30	10	730	
7+40	10	740	
7+50	10	750	
7+60	10	760	
7+70	10	770	
7+80	10	780	
7+90	10	790	
8+00	10	800	
8+10	10	810	
8+20	10	820	
8+30	10	830	
8+40	10	840	
8+50	10	850	
8+60	10	860	
8+70	10	870	
8+80	10	880	
8+90	10	890	
9+00	10	900	
9+10	10	910	
9+20	10	920	
9+30	10	930	
9+40	10	940	
9+50	10	950	
9+60	10	960	
9+70	10	970	
9+80	10	980	
9+90	10	990	
10+00	10	1000	

SUPERSEDED
 SEE MAP 4030300
 FOR PROPERTY CONVEYED TO DIST
 FROM CORRAL 06/01/93

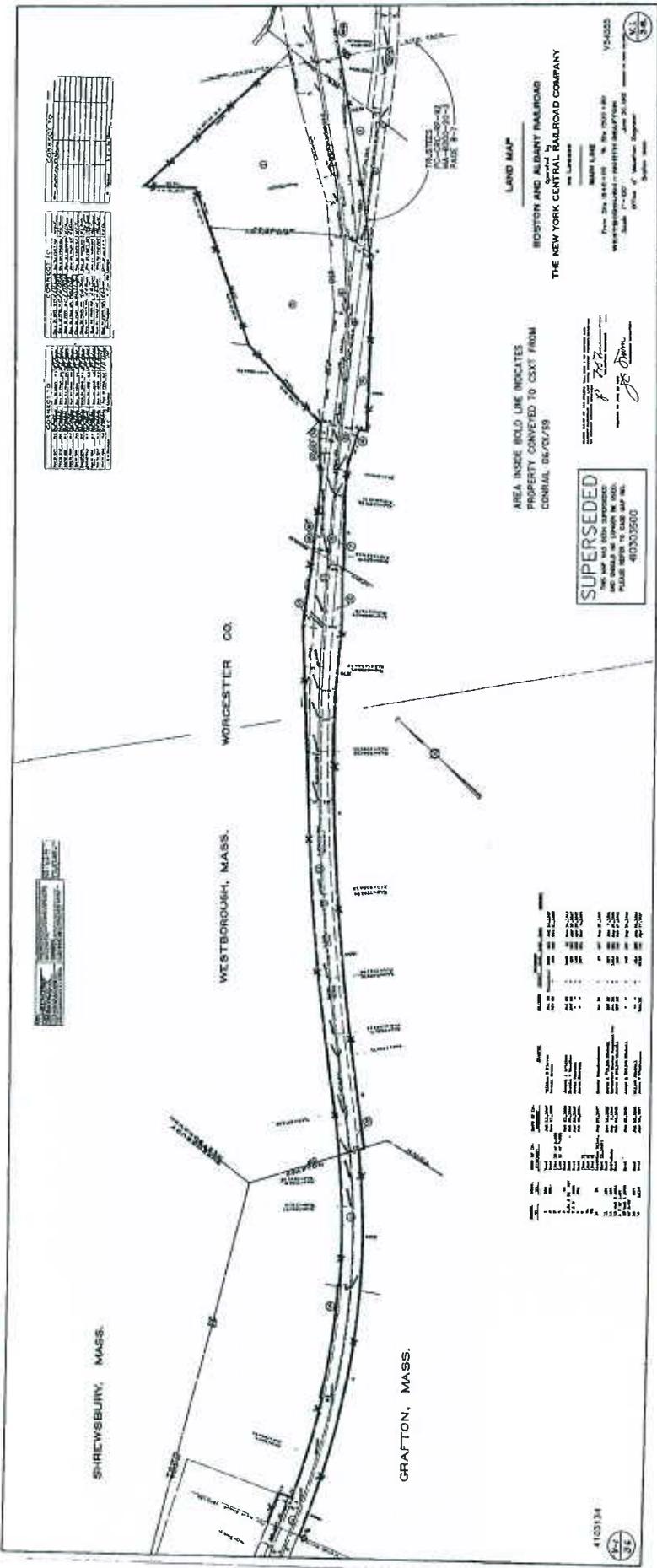
SEE CAD MAP 4030300
 FOR PROPERTY CONVEYED TO DIST
 FROM CORRAL 06/01/93

LAND MAP
 BOSTON AND ALBANY RAILROAD
 THE NEW YORK CENTRAL RAILROAD COMPANY
 IN CONNECTION
 WITH THE
 BOSTON AND ALBANY RAILROAD
 WESTBOROUGH
 MASS.
 SCALE 1"=50'

DATE 1914
 DRAWN BY J. J. [Signature]
 CHECKED BY [Signature]
 ENGINEER [Signature]

1914
 41
 38

SEE MAP 4030300 FOR PROPERTY CONVEYED TO DIST FROM CORRAL 06/01/93



PROPERTY LIST

NO.	OWNER	ACRES
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LAND MAP
 BOSTON AND ALBANY RAILROAD
 THE NEW YORK CENTRAL RAILROAD COMPANY

MADE FROM
 FROM THE YEAR 1888 TO THE YEAR 1910
 WHEREBY THE PROPERTY IS IDENTIFIED AND DESCRIBED
 FOR THE PURPOSE OF THE RAILROAD
 UNDER THE ACT OF MARCH 3, 1879
 SECTION 2080

AREA INSIDE BOLD LINE INDICATES
 PROPERTY CONVERTED TO C&NRY FROM
 COMMON 06/07/79

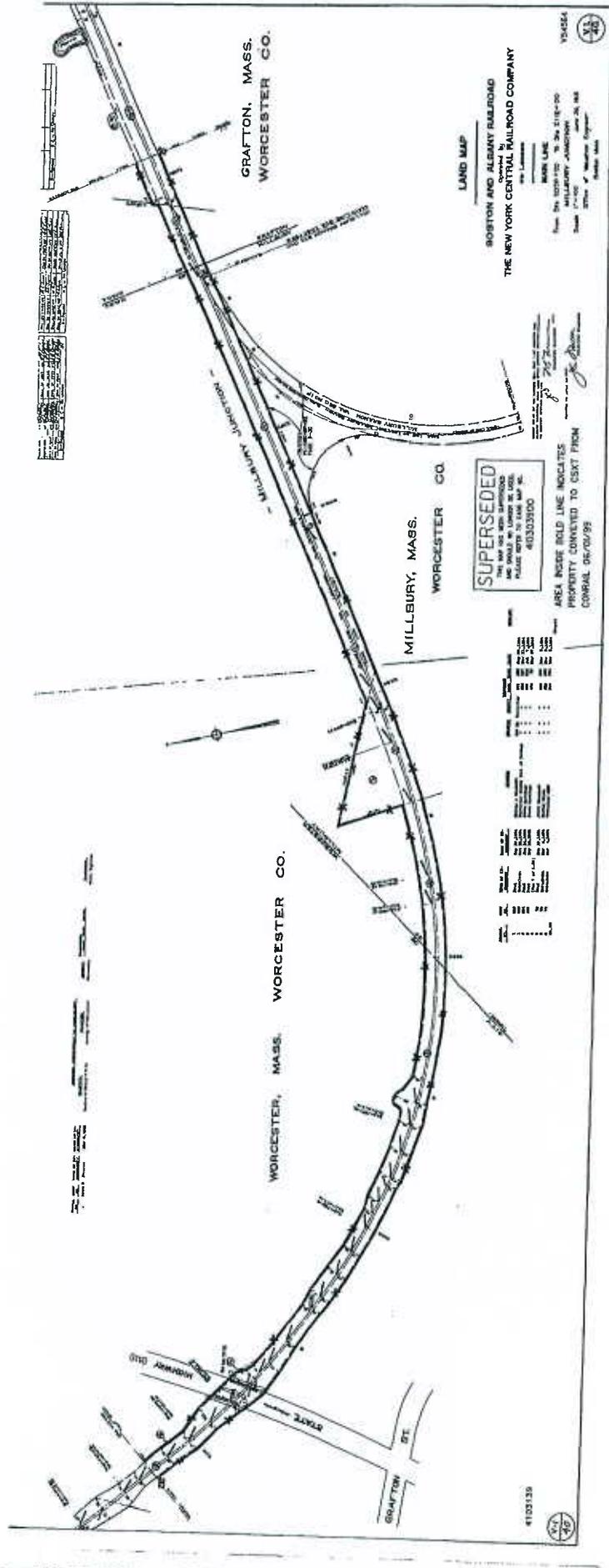
[Signature]
 Surveyor

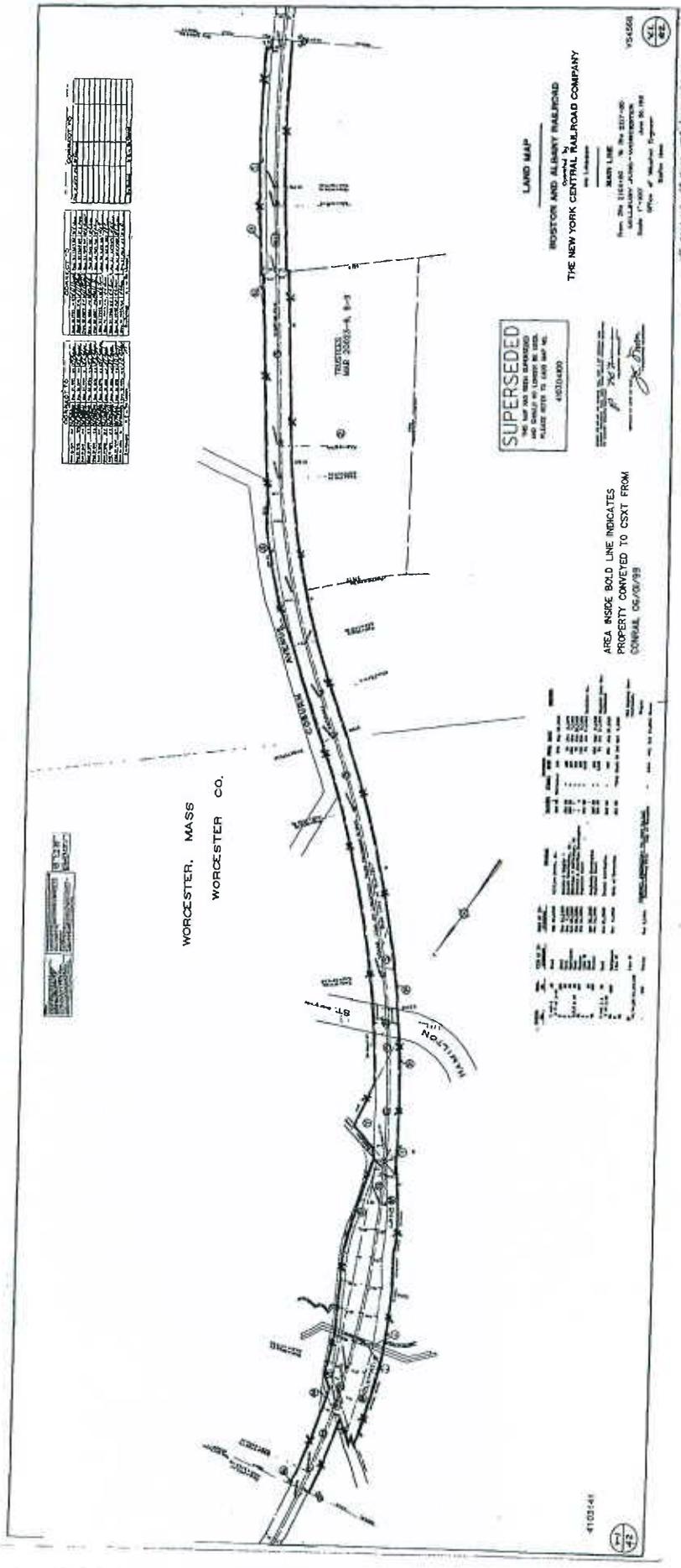
SUPERSEDED
 THIS MAP HAS BEEN SUPERSEDED
 BY THE MAP OF THE BOSTON AND ALBANY RAILROAD
 MADE UNDER THE ACT OF MARCH 3, 1879
 #10301500

NO.	OWNER	ACRES
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4103134

4103134





WORCESTER, MASS
WORCESTER CO.

SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED
BY THE 2017-18
PLANET MAP TO LAND MAP NO.
41031460

AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/93

LAND MAP
BOSTON AND ALBANY RAILROAD
THE NEW YORK CENTRAL RAILROAD COMPANY

MAINT LINE
From Sta. 118+100 to Sta. 217+00
Scale: 1" = 100' - 100' = 100'

Station	Area	Acres	Feet	Notes
118+00
119+00
120+00
121+00
122+00
123+00
124+00
125+00
126+00
127+00
128+00
129+00
130+00
131+00
132+00
133+00
134+00
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136+00
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200+00

4103146

18 2018-1-22 10:00 AM 10/1/18 - 10/1/18

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/03/99

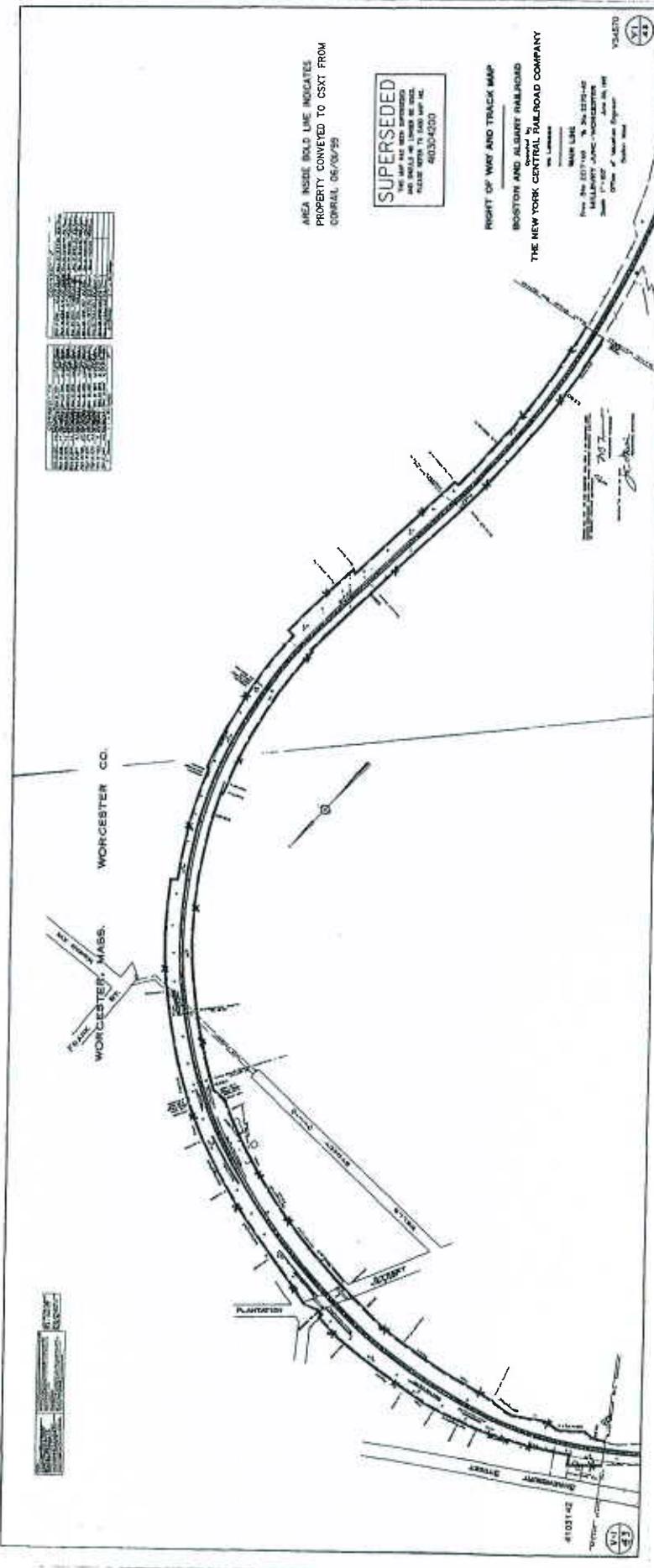
SUPERSEDED
THIS MAP AND ANY INSTRUMENTS
HEREIN ARE HEREBY SUPERSEDED
BY THE MAP DATED 11/11/03
410304200

RIGHT OF WAY AND TRACK MAP
BOSTON AND ALBANY RAILROAD
THE NEW YORK CENTRAL RAILROAD COMPANY

MADE BY
JAMES H. WILSON
11/11/03
OFFICE OF THE ENGINEER
BOSTON, MASS.

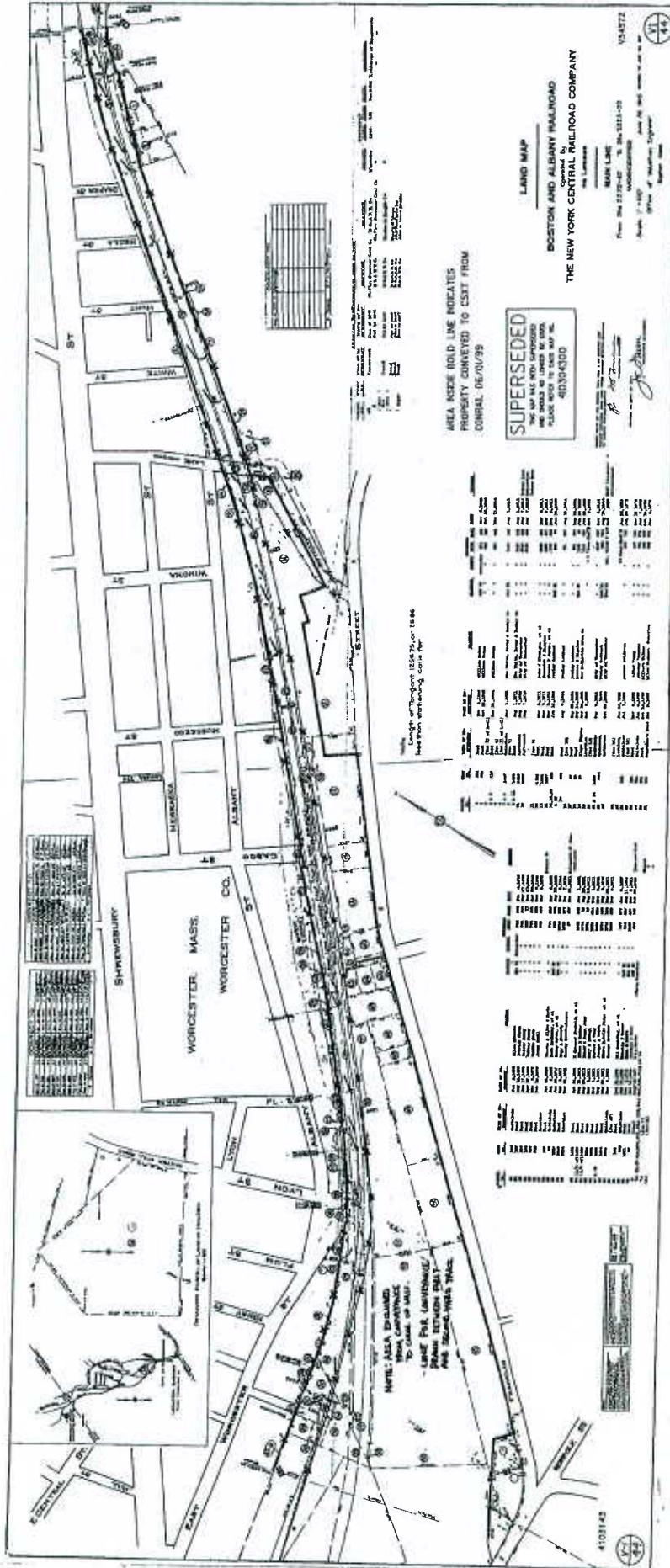


VS 000-1 LC 433 MP. 42.0-43.0



4103142





AREA IN RED BOLD LINE INDICATES
PROPERTY CONVEYED TO CSST FROM
CONRAL 06/01/99

SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED
BY THE CSST RECORDS FOR THE
PROJECT BETWEEN STATIONS
41034300

LAND MAP
BOSTON AND ALBANY RAILROAD
THE NEW YORK CENTRAL RAILROAD COMPANY

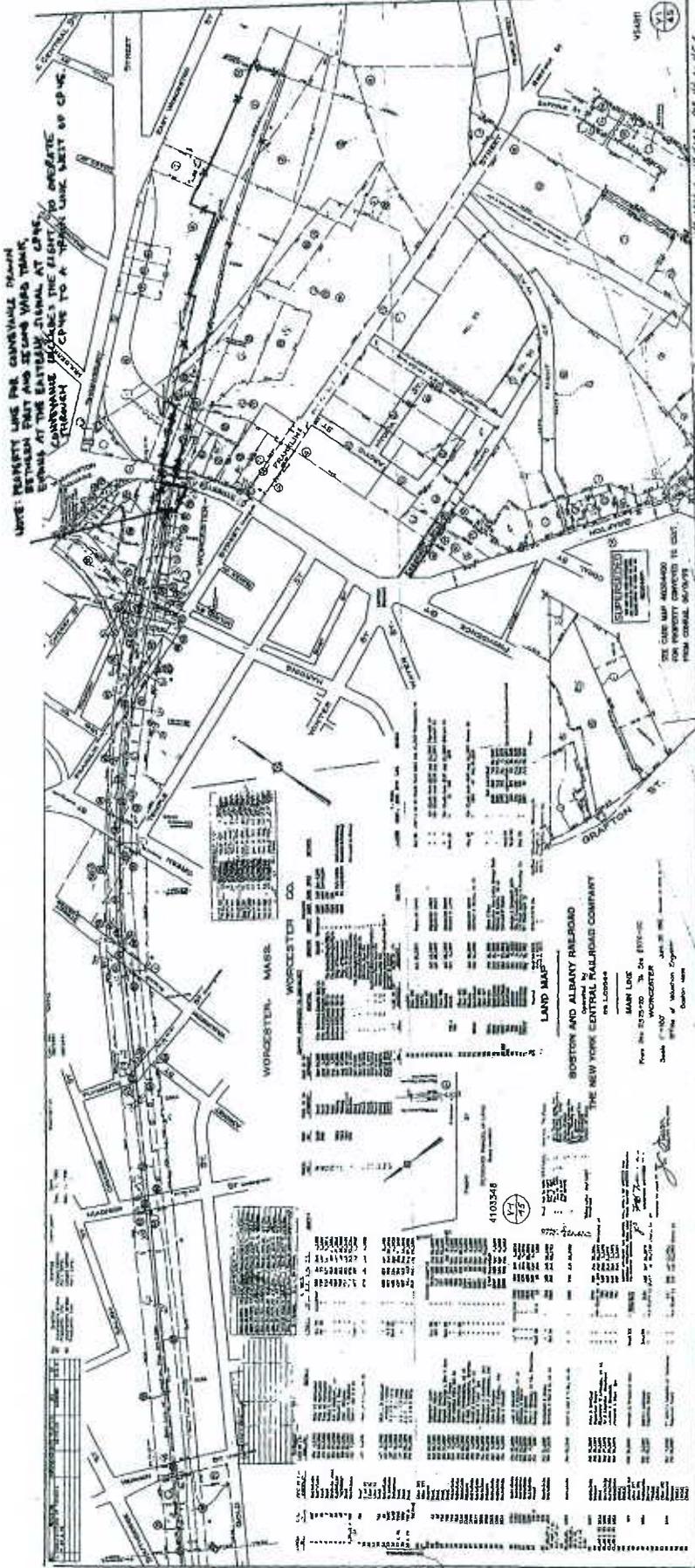
From the 12/1/1908 to 12/31/1911-12
Map 7-1907
Office of Station Engineer
104572

Note: Length of Tangent 1284.75, or 12.84
has been obtained from the

NOTE: AREA ENCLOSED
WITH CURVE DATA
TO BE USED AS A
CHECK FOR THE
LENGTH OF TANGENT
AND SECOND-TANGENT
AND SECOND-TANGENT

STATION	CHORD	TANGENT	ARC	CHORD	TANGENT	ARC	CHORD	TANGENT	ARC
100	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
200	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00
300	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00
400	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00
500	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
600	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
700	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00
800	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00
900	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00
1000	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00

4103142



NOTE: PROPERTY LINE FOR CONVALESCENCE TRAINING CAMP AT THE EASTERN SIGNAL AT CORNER CONVALESCENCE TRACKS. THE RIGHT TO CONVALESCENCE TRAINING CAMP TO A TRACK LINK WEST OF CP-16.

WORCESTER, MASS. WORCESTER, MASS.

THE NEW YORK CENTRAL RAILROAD COMPANY
BOSTON AND ALBANY RAILROAD
IN CONNECTION WITH
MASSACHUSETTS RAILROAD

From the 1910-1911
Scale 1"=100'
Worcester, Mass.
Office of Worcester Engineer
Boston, Mass.

Track No.	Length	Area	Notes
1	11.15	1.25	...
2	11.15	1.25	...
3	11.15	1.25	...
4	11.15	1.25	...
5	11.15	1.25	...
6	11.15	1.25	...
7	11.15	1.25	...
8	11.15	1.25	...
9	11.15	1.25	...
10	11.15	1.25	...
11	11.15	1.25	...
12	11.15	1.25	...
13	11.15	1.25	...
14	11.15	1.25	...
15	11.15	1.25	...
16	11.15	1.25	...
17	11.15	1.25	...
18	11.15	1.25	...
19	11.15	1.25	...
20	11.15	1.25	...
21	11.15	1.25	...
22	11.15	1.25	...
23	11.15	1.25	...
24	11.15	1.25	...
25	11.15	1.25	...
26	11.15	1.25	...
27	11.15	1.25	...
28	11.15	1.25	...
29	11.15	1.25	...
30	11.15	1.25	...
31	11.15	1.25	...
32	11.15	1.25	...
33	11.15	1.25	...
34	11.15	1.25	...
35	11.15	1.25	...
36	11.15	1.25	...
37	11.15	1.25	...
38	11.15	1.25	...
39	11.15	1.25	...
40	11.15	1.25	...
41	11.15	1.25	...
42	11.15	1.25	...
43	11.15	1.25	...
44	11.15	1.25	...
45	11.15	1.25	...
46	11.15	1.25	...
47	11.15	1.25	...
48	11.15	1.25	...
49	11.15	1.25	...
50	11.15	1.25	...



