

**JAMES E. HOWARD LLC**  
ONE THOMPSON SQUARE  
SUITE 201  
CHARLESTOWN, MA 02129

TEL (617) 886-9322  
FAX (617) 886-9324  
EMAIL JIM@JEHOWARDLAW.COM



October 3, 2008

Anne K. Quinlan  
Acting Secretary  
Surface Transportation Board  
395 E Street, S W  
Washington, DC 20423

Re Portland Terminal Company--Abandonment  
Exemption--In Cumberland County, Maine  
STB Docket No AB-268 (Sub-No 16X)

Dear Secretary Quinlan

ENTERED  
Office of Proceedings  
OCT 16 2008  
Part of  
Public Record

I represent the Maine Department of Transportation ("Maine DOT") As described more fully below, I am writing in order to comply with a decision served on April 23, 2008 in STB Ex Parte 678, Consummation of Rail Line Abandonments that are Subject to Historic Preservation and Other Environmental Conditions (the "April 23 Decision")

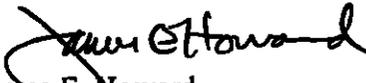
Maine DOT has recently purchased the portion of a rail line formerly known as the Mountain Division between milepost 6 0 and milepost 11 16 The line between milepost 6 0 and milepost 7 3 (the "Line") was owned by Portland Terminal Company and was the subject of a decision served on December 14, 2007 in the above-captioned proceeding in which the Board authorized the abandonment and discontinuance of operations on the Line subject to the condition that Portland Terminal consult with the National Geodetic Survey at least 90 days prior to the commencement of salvage activities that would destroy or disturb any geodetic station markers On April 17, 2008, Portland Terminal filed a notice of consummation indicating that it had exercised the authority to abandon the Line

The April 23 Decision notes that such a salvage condition attaches to the property and applies to salvage activities whenever they might occur The policy stated by the Board was "to require any successor in interest to agree to the condition by referencing the condition in the purchase contract or other instrument of conveyance, and by submitting a copy of that instrument of conveyance to the Board so that it can be filed in

the docket of the relevant abandonment proceeding " Accordingly, enclosed for such filing is a copy of the deed pursuant to which Maine DOT acquired the Line

Please let me know if you have any questions or need additional information  
Thank you for your attention to this matter

Very truly yours,

  
James E. Howard

Enclosure



**RELEASE DEED**

**PORTLAND TERMINAL COMPANY ("PTC") and MAINE CENTRAL RAILROAD COMPANY ("MEC")**, Maine corporations with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (PTC and MEC sometimes being referred to herein as "Grantors"), for consideration paid, hereby grant to the **STATE OF MAINE**, acting by and through its **DEPARTMENT OF TRANSPORTATION ("Grantee")**, whose mailing address is 16 State House Station, Augusta, Maine 04333-0016, without any warranties or covenants of title whatsoever, all of Grantors' right, title, and interest (except as hereinafter reserved) in the property located in the **City of Westbrook** and in the **Town of Windham**, Cumberland County, Maine, described in Schedule A and depicted in Schedule B attached hereto and made a part hereof, which property is hereinafter referred to as the "Premises."

**TOGETHER WITH** a permanent easement over and across remaining land of PTC located in the **City of Westbrook** and the **City of Portland**, Cumberland County, Maine, described in Schedule C attached hereto and made a part hereof, which permanent easement is hereinafter referred to as the "Connectivity Easement."

**THIS CONVEYANCE IS SUBJECT** to the following exceptions, reservations, conditions, covenants and agreements.

1. Telecommunications Easement. The northerly terminus of the Premises is Grantee's property boundary line under deed from MEC to Grantee dated December 30, 1996, and recorded in the Cumberland County Registry of Deeds in Book 12887, Page 2 MEC reserved in said deed a permanent right-of-way and easement, referred to therein as the "Telecommunications Easement." MEC hereby reserves a permanent right-of-way and easement over that part of the Premises located in Windham, Cumberland County, Maine, the terms and conditions of which shall be the same as the terms and conditions of the Telecommunications Easement. PTC hereby reserves a permanent right-of-way and easement over that part of the Premises located in Westbrook, Cumberland County, Maine, the terms and conditions of which shall be the same as the terms and conditions of the Telecommunications Easement (with references therein to MEC being replaced by references to PTC).

2. No Other Reserved Rights. Grantors hereby jointly and severally represent and warrant to Grantee that, after the execution and delivery of this Release Deed, neither MEC nor PTC, nor any affiliate of either of them (including, without limitation, Springfield Terminal Railway Company), shall have any leasehold rights, operating rights, or rights of any other kind in, or with respect to, the Premises, including (without limitation) any regulatory rights as a common carrier by rail, except for the Telecommunications Easement reserved in the immediately preceding paragraph of this Release Deed.

**3. Environmental Conditions**

(a) As between Grantors and Grantee, Environmental Conditions existing on the date of recording of this Release Deed ("Pre-Closing Environmental Conditions") shall remain Grantors' sole and exclusive responsibility, and Grantors agree to indemnify and hold Grantee harmless therefor.

(b) As between Grantors and Grantee, Environmental Conditions arising after the date of recording of this Release Deed ("Post-Closing Environmental Conditions") shall be Grantee's sole and exclusive responsibility.

(c) The following presumptions shall be used in the determination of whether an Environmental Condition is a Pre- or Post-Closing Environmental Condition:

(i) If the Environmental Condition was or is identified in an environmental audit, assessment or sample of environmental media conducted prior to Grantee's rehabilitation of the Premises or the commencement of rail operations on and over the Premises, whichever occurs first (collectively, "Baseline Environmental Studies"), such Environmental Condition shall be presumed to be a Pre-Closing Environmental Condition.

(ii) If the Environmental Condition is discovered after the date of recording of this Release Deed in areas previously evaluated as part of Baseline Environmental Studies and the Environmental Condition involved contamination that could have been detected using the analytic methods and parameters utilized in the Baseline Environmental Studies, such Environmental Condition shall be presumed to be a Post-Closing Environmental Condition

(iii) If the Environmental Condition involves a Regulated Substance that was used, generated, transported or stored by Grantors, or is a decomposition product of a substance used, generated, transported or stored by Grantors, such Environmental Condition shall be presumed to be a Pre-Closing Environmental Condition.

These presumptions shall be rebuttable presumptions and shall place the burden of going forward and the burden of persuasion upon the party against whom the presumption applies. These presumptions may be overcome by a preponderance of the evidence to the contrary.

(d) For purposes of this paragraph, the following terms shall have the following meanings.

(i) "**Environmental Condition**" means the concentration of Regulated Substance(s) in the soil or groundwater beneath or adjacent to the Premises which results in Environmental Liabilities or any violation of Environmental Protection Laws

(ii) "**Environmental Liabilities**" means any monetary obligations, losses, liabilities (including strict liability), damages, punitive damages, consequential damages, treble damages, costs and expenses (including all reasonable out-of-pocket fees, disbursements and expenses of counsel, out-of-pocket expert and consulting fees and out-of-pocket costs for environmental site assessments, remedial investigation and feasibility studies), fines, penalties, sanctions and interest arising out of releases of Regulated Substances on or from the Premises or violations of Environmental Protection Laws

(iii) "**Environmental Protection Law**" includes the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, as amended; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, as amended; the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*, as amended; the Occupational Safety and Health Act, 29 U.S.C. §§ 655 *et seq.*; and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability or establishing standards of conduct for protection of the environment.

(iv) "**Regulated Substance**" means any substances, chemicals, materials or elements that are prohibited, limited or regulated by the Environmental Protection Laws pertaining to the protection of land, water, air, health, safety or the environment.

#### 4. Rail Service On And Over The Premises And The Connectivity Easement.

(a) Grantors acknowledge that Grantee's acquisition of the Premises and the Connectivity Easement is in part intended to enable Grantee in the future (a) to improve the Premises and the Connectivity Easement to permit the restoration of freight and passenger rail service on and over the Premises and the Connectivity Easement, and (b) to contract with one or more third parties to provide freight and passenger rail service on and over the Premises and the Connectivity Easement.

(b) If Grantee intends to permit common carrier freight rail service on and over the Premises and the Connectivity Easement:

(1) Grantee shall give Grantors the right of first consideration to conduct such service if, at that time, Grantors are conducting common carrier freight rail service at the southerly end of the Connectivity Easement.

(2) If, upon being given such right of first consideration, Grantors wish to conduct common carrier freight rail service on and over the Premises and the Connectivity Easement, Grantors shall so inform Grantee, and Grantee and Grantors thereupon shall negotiate in good faith in an effort to reach an agreement that would provide for Grantors to conduct such service under standard industry terms and conditions.

(3) Should such negotiations be unsuccessful, Grantee may negotiate and contract with third parties wishing to conduct common carrier freight rail service on and over the Premises and the Connectivity Easement.

(4) Grantors covenant to negotiate in good faith with the operator(s) of such service to conclude an agreement establishing reasonable and customary terms and conditions, including commercially reasonable rates, for the interchange of freight rail traffic so that freight rail traffic may move to and from the Premises on and over the national rail system.

(5) If Grantors and the operator(s) of such service are unable to conclude such an agreement, any party may initiate binding arbitration by so notifying the other and by designating one arbitrator. Within ten days after the date such notice is served, the other party shall respond by designating a second arbitrator. Within ten days after the designation of the second arbitrator, the two designated arbitrators shall appoint a third arbitrator to serve as chair. If the two designated arbitrators fail to appoint a third arbitrator, or if a party fails to designate an arbitrator within the appointed time, the initiating party may request the Chief Justice of the Maine Supreme Judicial Court to appoint an arbitrator. The arbitrators shall hold a hearing as promptly as practicable on, and thereafter shall establish promptly by decree, the terms and conditions, including commercially reasonable rates, for the interchange of freight rail traffic so that freight rail traffic may move to and from the Premises on and over the national rail system. Unless otherwise agreed, the arbitration shall be conducted in Portland, Maine. The arbitrators' decree shall be final and binding upon the parties. Each party shall bear the fees of the arbitrator designated by that party, and the parties shall bear equally the fees of the third arbitrator. Each party shall bear its own costs and expenses of arbitration.

(c) If Grantee intends to permit passenger rail service on and over the Connectivity Easement:

(1) Grantee shall so notify Grantors.

(2) Grantors covenant to negotiate in good faith with the operator(s) of such service to conclude an agreement establishing reasonable and customary terms and conditions for the operation of passenger rail service on and over the Connectivity Easement. If Grantors and the operator(s) of such service are unable to conclude such an agreement, any party may initiate binding arbitration by so notifying the other and by designating one arbitrator. Within ten days after the date such notice is served, the other party shall respond by designating a second arbitrator. Within ten days after the designation of the second arbitrator, the two designated arbitrators shall appoint a third arbitrator to serve as chair. If the two designated arbitrators fail to appoint a third arbitrator, or if a party fails to designate an arbitrator within the appointed time, the initiating party may request the Chief Justice of the Maine Supreme Judicial Court to appoint an arbitrator. The arbitrators shall hold a hearing as promptly as practicable on, and thereafter shall establish promptly by decree, the terms and conditions for the operation of passenger rail service on and over the Connectivity Easement. Unless otherwise agreed, the arbitration shall be conducted in Portland, Maine. The arbitrators' decree shall be final and binding upon the parties. Each party shall bear the fees of the arbitrator designated by that party, and the parties shall bear equally the fees of the third arbitrator. Each party shall bear its own costs and expenses of arbitration.

5. Salvage Condition. Grantors and Grantee acknowledge and agree that (a) the portion of the Premises between milepost 6.0 and milepost 7.3 is subject to a decision of the Surface Transportation Board served on December 14, 2007, in Portland Terminal Company--Abandonment Exemption--In Cumberland County, Maine, STB Docket No. AB-268 (Sub-No. 16X), which provides in part that the abandonment of such portion of the Premises is subject to the condition that PTC will consult with and notify the National Geodetic Survey at least 90 days prior to beginning salvage activities that will disturb or destroy any geodetic station markers located on such portion of the Premises (the "Salvage Condition"), and (b) the Surface Transportation Board has issued a decision served on April 23, 2008, in STB Ex Parte No. 678, Consummation of Rail Line Abandonments that are Subject to Historic Preservation and Other Environmental Conditions (the "STB Order"), that provides, in effect, that the Salvage Condition will apply to salvage activities if they are undertaken by Grantee and that the policy of the Service Transportation Board in such circumstances is to require Grantee to agree to the Salvage Condition in an instrument of conveyance and to submit a copy of such instrument to the Surface Transportation Board to be filed in the docket of the relevant abandonment proceeding. Grantee shall comply with the Salvage Condition and with the STB Order by submitting a copy of this Release Deed to the Service Transportation Board for filing in STB Docket No. AB-268 (Sub-No. 16X).

6. Binding Effect. The several exceptions, reservations, conditions, covenants and agreements contained in this Release Deed shall be deemed to run with the land and

be binding upon Grantors and Grantee forever. In addition to accepting and recording this Release Deed, Grantee hereby signifies its assent to the said several exceptions, reservations, conditions, covenants and agreements by joining in the execution of this Release Deed

**7 Successors, Assigns and Grantees.** Except as may be otherwise specifically provided in this Release Deed, whenever used in this Release Deed or in any schedule to this Release Deed:

(a) "PTC" shall refer not only to Portland Terminal Company and its successors, assigns, grantees and operators, but also to any company affiliated with PTC (including, without limitation, Springfield Terminal Railway Company) and the successors, assigns, grantees and operators of any such affiliated company,

(b) "MEC" shall refer not only to Maine Central Railroad Company and its successors, assigns, grantees and operators, but also to any company affiliated with MEC (including, without limitation, Springfield Terminal Railway Company) and the successors, assigns, grantees and operators of any such affiliated company; and

(c) "Grantee" shall refer not only to the State of Maine, acting by and through its Department of Transportation, but also to Grantee's successors, assigns, grantees and operators

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TO HAVE AND TO HOLD the foregoing Premises and Connectivity Easement, with all the privileges and appurtenances thereunto belonging, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Portland Terminal Company and Maine Central Railroad Company have caused this Release Deed to be executed in their names and their corporate seals to be hereto affixed by David A. Fink, their Chief Executive Officer, thereunto duly authorized this 2<sup>nd</sup> day of May, 2008.

PORTLAND TERMINAL COMPANY

Roland L. Thenault  
Witness

David A. Fink  
By David A. Fink  
Its Chief Executive Officer

SEAL

MAINE CENTRAL RAILROAD COMPANY

Roland L. Thenault  
Witness

David A. Fink  
By David A. Fink  
Its Chief Executive Officer

SEAL

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

May 2, 2008

Personally appeared before me the above-named David A. Fink in his capacity as Chief Executive Officer of Portland Terminal Company and Maine Central Railroad Company and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Companies.

Roland L. Thenault

Notary Public/Attorney at Law  
Print Name: Roland L. Thenault  
My commission expires: Notary Public  
Seal: My Commission Expires August 7, 2009

SEAL

IN WITNESS WHEREOF, the said State of Maine, acting by and through its Department of Transportation, has caused this instrument to be executed by Toni L. Kemmerle, its Chief Counsel, thereunto duly authorized, this 5th day of May, 2008.

STATE OF MAINE  
DEPARTMENT OF  
TRANSPORTATION

[Signature]  
Witness

Toni L. Kemmerle  
By: Toni L. Kemmerle  
Its: Chief Counsel

STATE OF MAINE  
Cumberland, ss

5/5, 2008

Personally appeared before me the above-named Toni L. Kemmerle, Chief Counsel, State of Maine, Department of Transportation, and acknowledged the execution of the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of the State of Maine.

[Signature]

Notary Public/Attorney at Law  
Print Name: Theresa Pulver  
My commission expires NOTARY PUBLIC  
State of Maine  
Seal.  
My Commission Expires 9/23/08

SEAL

**SCHEDULE A TO RELEASE DEED**

**DESCRIPTION OF PREMISES**

Those certain lots or parcels of land located in the City of Westbrook and in the Town of Windham, Cumberland County, Maine, together with all buildings, bridges, bridge abutments, structures, walls, culverts, railroad and spur tracks, rail, ties, spikes, ballast, other track materials, signal facilities and devices, crossings, crossing protection facilities and devices, and all other fixtures and improvements located thereon, lying within the dark lines on the plan attached hereto as Schedule B to Release Deed and made a part hereof.

The plan attached hereto as Schedule B to Release Deed is derived from three (3) sheets of plans entitled:

Right-of-Way and Track Map  
The Portland & Ogdensburg Ry.  
Owned & Operated by the  
Portland Terminal Company

dated June 30, 1916, and further identified as Valuation Plan 2, Sheets 5 through 7 (inclusive) (hereinafter referred to as the "Portland Terminal Valuation Plans"), and from four (4) sheets of plans entitled:

Right-of-Way and Track Map  
The Portland & Ogdensburg Ry.  
Operated by the  
Maine Central Railroad Company

dated June 30, 1916, and further identified as Valuation Plan 16, Sheets 1 through 4 (inclusive) (hereinafter referred to as the "Maine Central Valuation Plans"). Copies of the Portland Terminal Valuation Plans and the Maine Central Valuation Plans are on file with PTC, MEC, and Grantee. All references to Station numbers in the following description refer to survey stations on the Portland Terminal Valuation Plans and the Maine Central Valuation Plans.

The Premises is further described as follows:

PTC's railroad line beginning at milepost 6 (from Portland) at Station 258+65.8 as shown on Sheet 5 of the Portland Terminal Valuation Plans; thence running generally northwesterly as shown on Sheet 5, Sheet 6, and Sheet 7 of the Portland Terminal Valuation Plans to the Westbrook-Windham town line at Station 327+65.09 as shown on Sheet 7 of the Portland Terminal Valuation Plans, said town line also being Station 0.00 as shown on Sheet 1 of the Maine Central Valuation Plans, said town line also being the property boundary line between PTC and MEC;

and

MEC's railroad line beginning at said Westbrook-Windham town line at Station 0.00 as shown on Sheet 1 of the Maine Central Valuation Plans, said town line also being Station 327+65.09 as shown on Sheet 7 of the Portland Terminal Valuation Plans, said town line also being the property boundary line between MEC and PTC; thence running generally northwesterly as shown on Sheet 1, Sheet 2, Sheet 3, and Sheet 4 of the Maine Central Valuation Plans to the property boundary line with the State of Maine at approximately Station 203+00+/- as shown on Sheet 4 of the Maine Central Valuation Plans, said property boundary line with the State of Maine being approximately equivalent to mileage 11.16 (from Portland) and coincident with the easterly sideline of "Gray Road", so-called, also known as Route 4.

The northerly terminus of the Premises is the State of Maine's property boundary line under deed from Maine Central Railroad Company to the State of Maine dated December 30, 1996, and recorded in the Cumberland County Registry of Deeds in Book 12887, Page 2.

The Premises is of varying widths, as depicted on the Portland Terminal Valuation Plans and the Maine Central Valuation Plans.

TOGETHER WITH any and all right, title and interest PTC and MEC may have in and to lands below the high water mark of any water body or water way in relation to the Premises.

TOGETHER WITH all rights, easements, privileges, and appurtenances belonging to or benefiting the Premises.

For source of title, reference is made to:

Deed from The Portland and Ogdensburg Railway to Maine Central Railroad Company dated December 28, 1943, and recorded in the Cumberland County Registry of Deeds in Book 1732, Page 126; and

Deed from Maine Central Railroad Company to Portland Terminal Company dated March 7, 1961, and recorded in the Cumberland County Registry of Deeds in Book 2590, Page 301

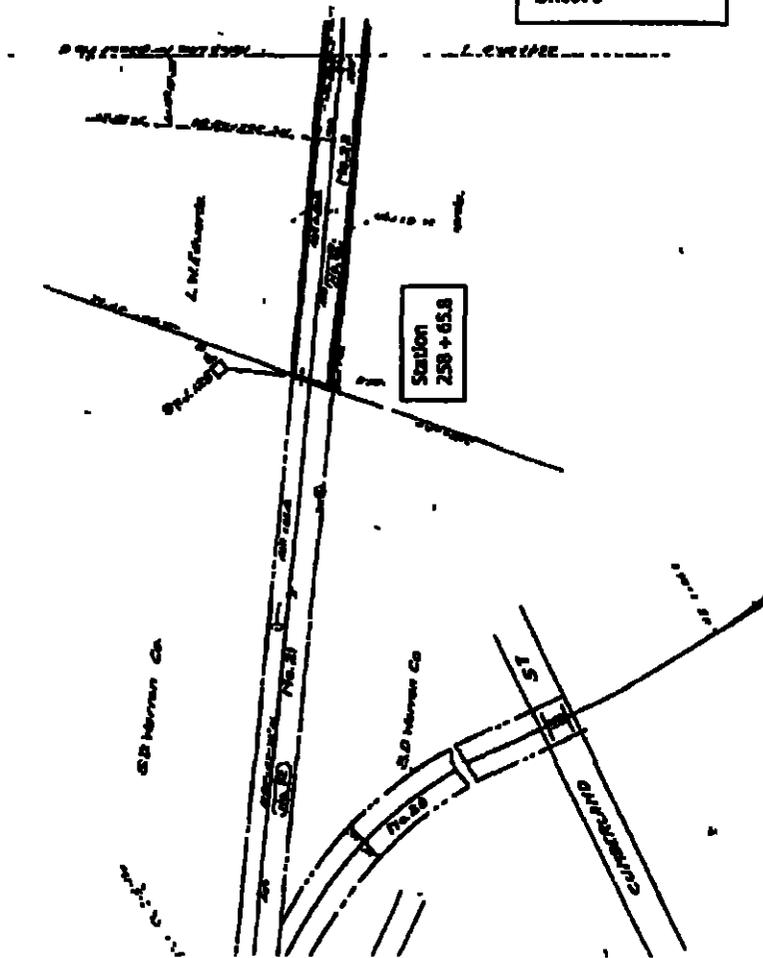
**SCHEDULE B TO RELEASE DEED**

**PLAN DEPICTING PREMISES**

**[SEE ATTACHED SHEETS]**

WESTBROOK A4

Portland Terminal  
Valuation Plan 2  
Sheet 5

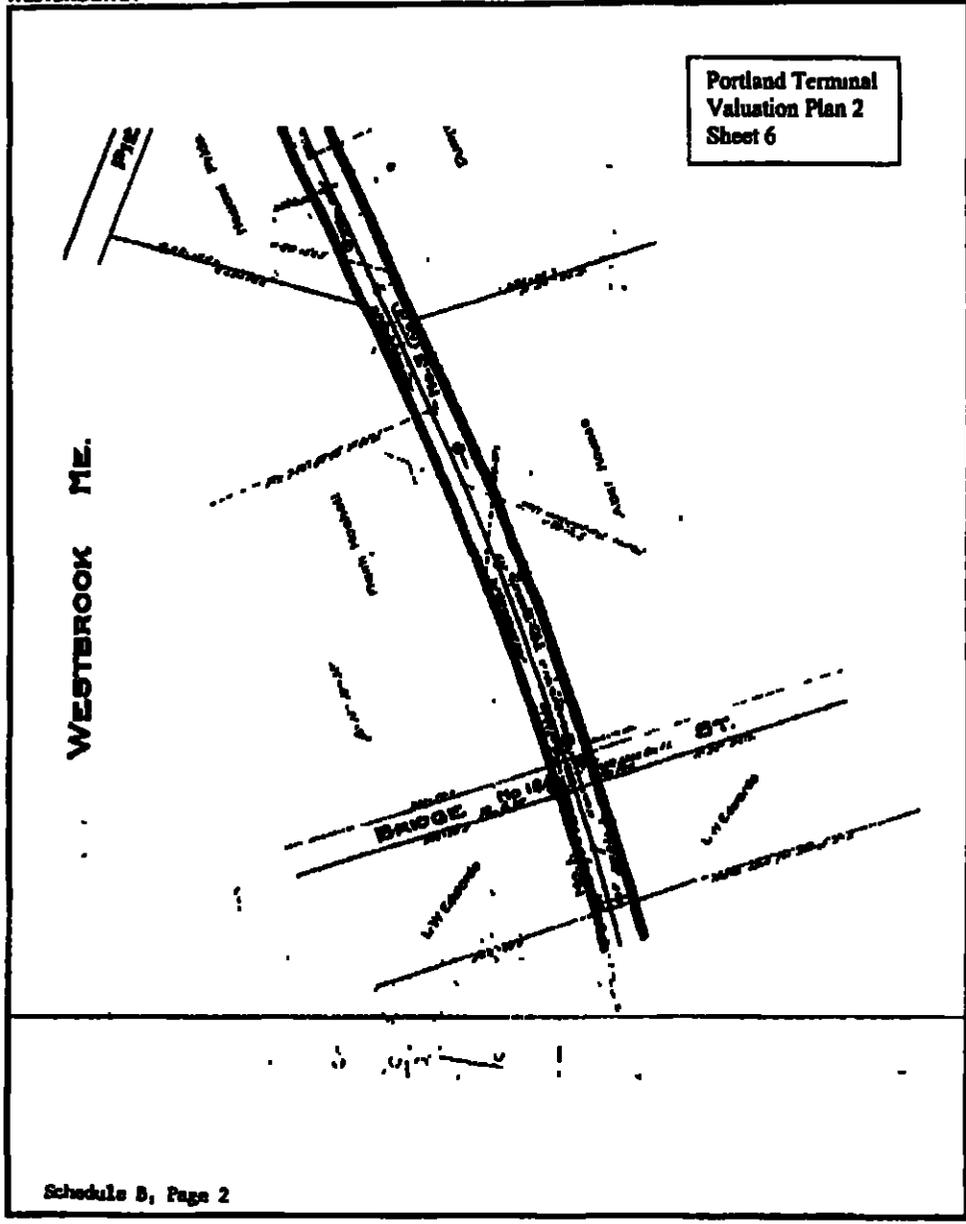


Schedule B, Page 1

WESTBROOK B1

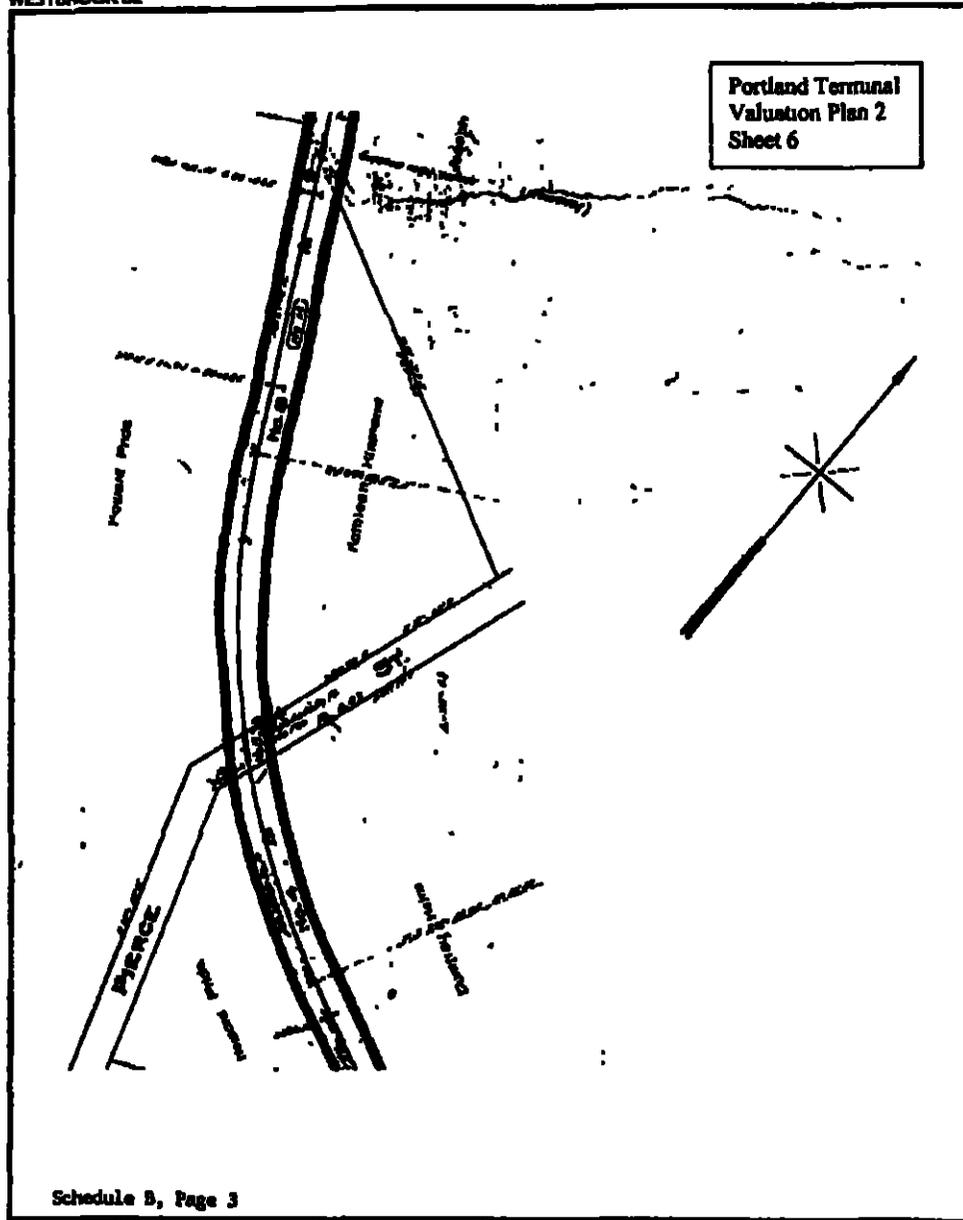
Portland Terminal  
Valuation Plan 2  
Sheet 6

WESTBROOK ME.



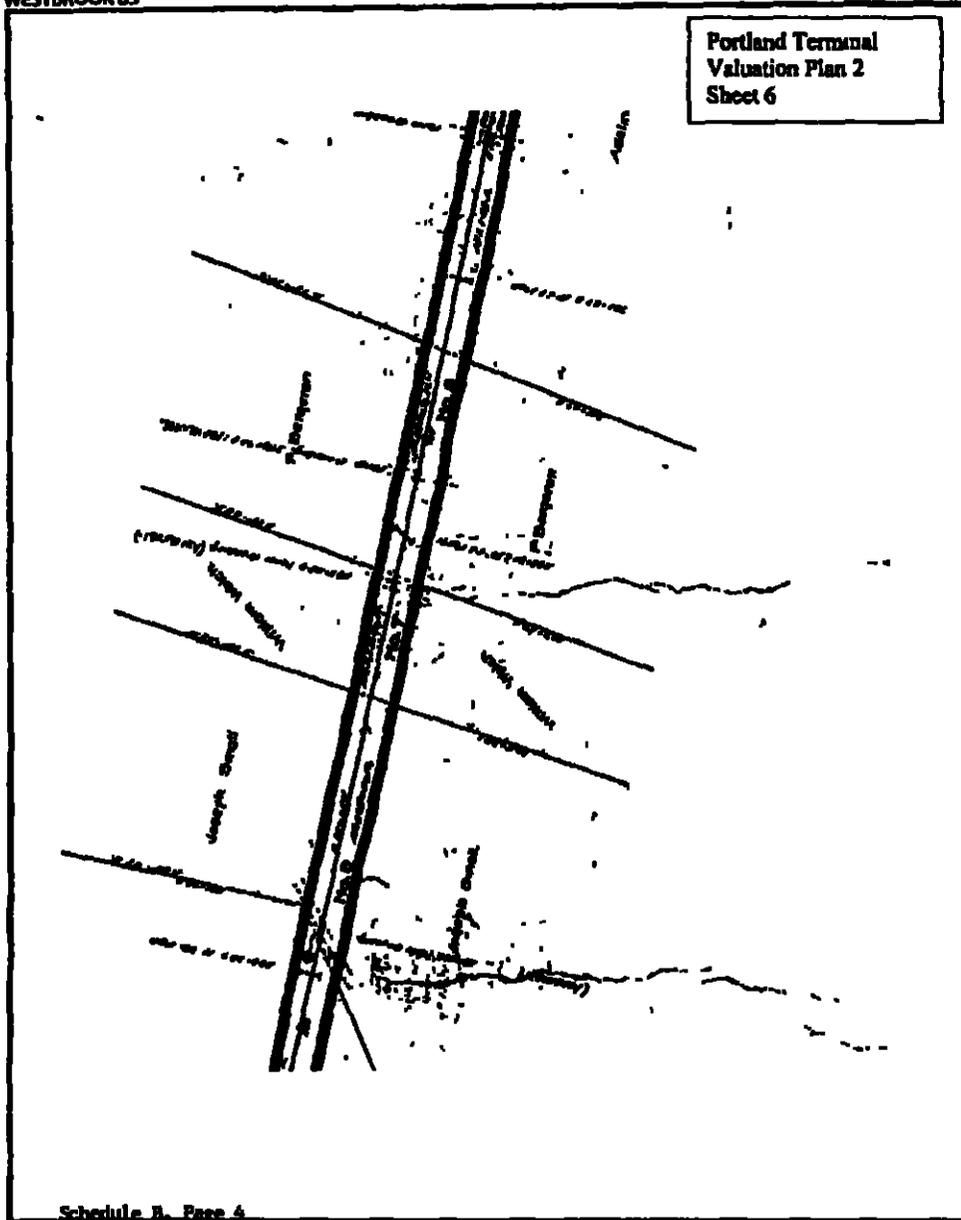
Schedule B, Page 2

WESTBROOK 82



WESTBROOK 83

Portland Terminal  
Valuation Plan 2  
Sheet 6



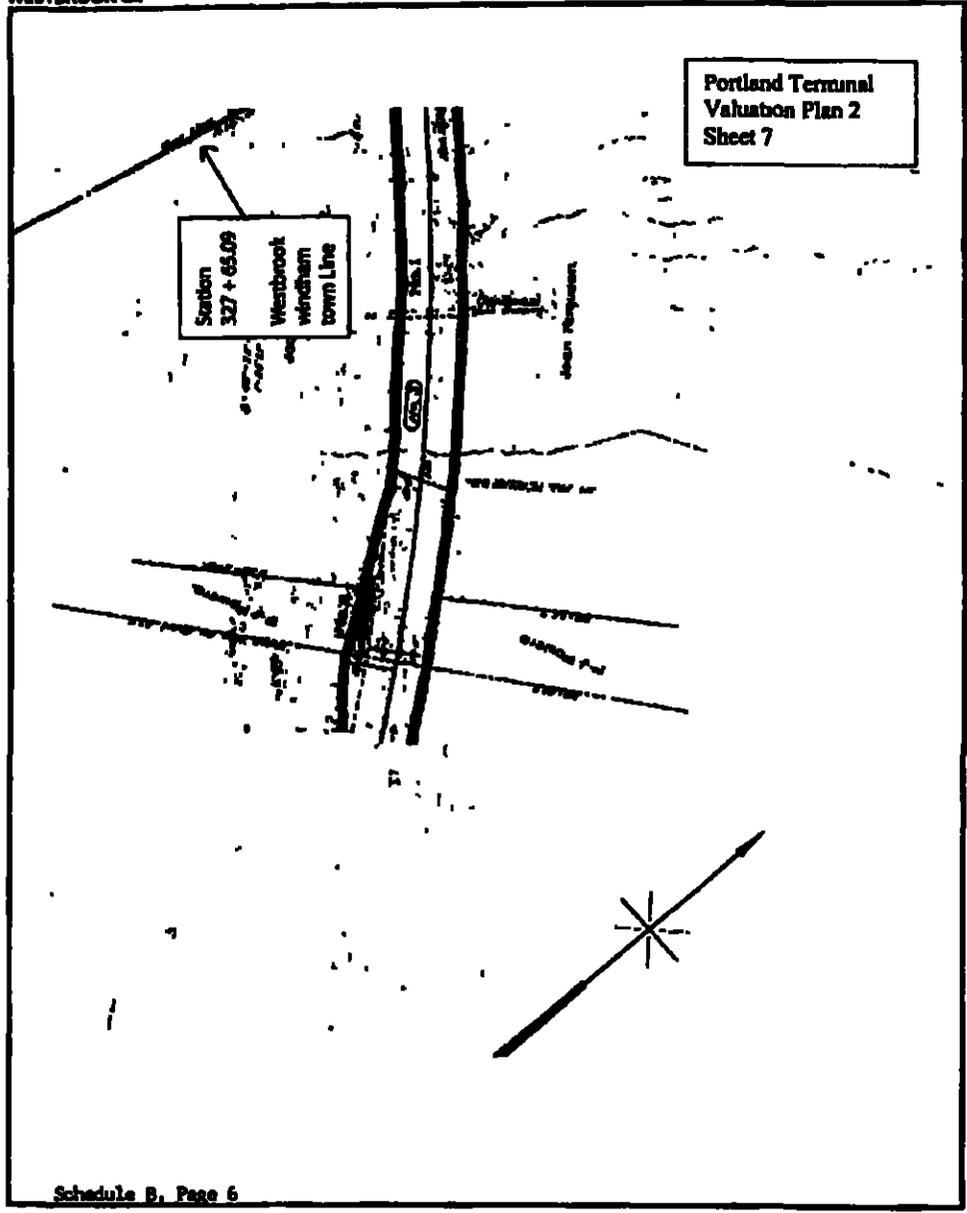
Schedule B, Page 4



WESTBROOK C2

Portland Terminal  
Valuation Plan 2  
Sheet 7

Station  
327 + 65.09  
Westbrook  
Windham  
town Line



WESTBROOK C3

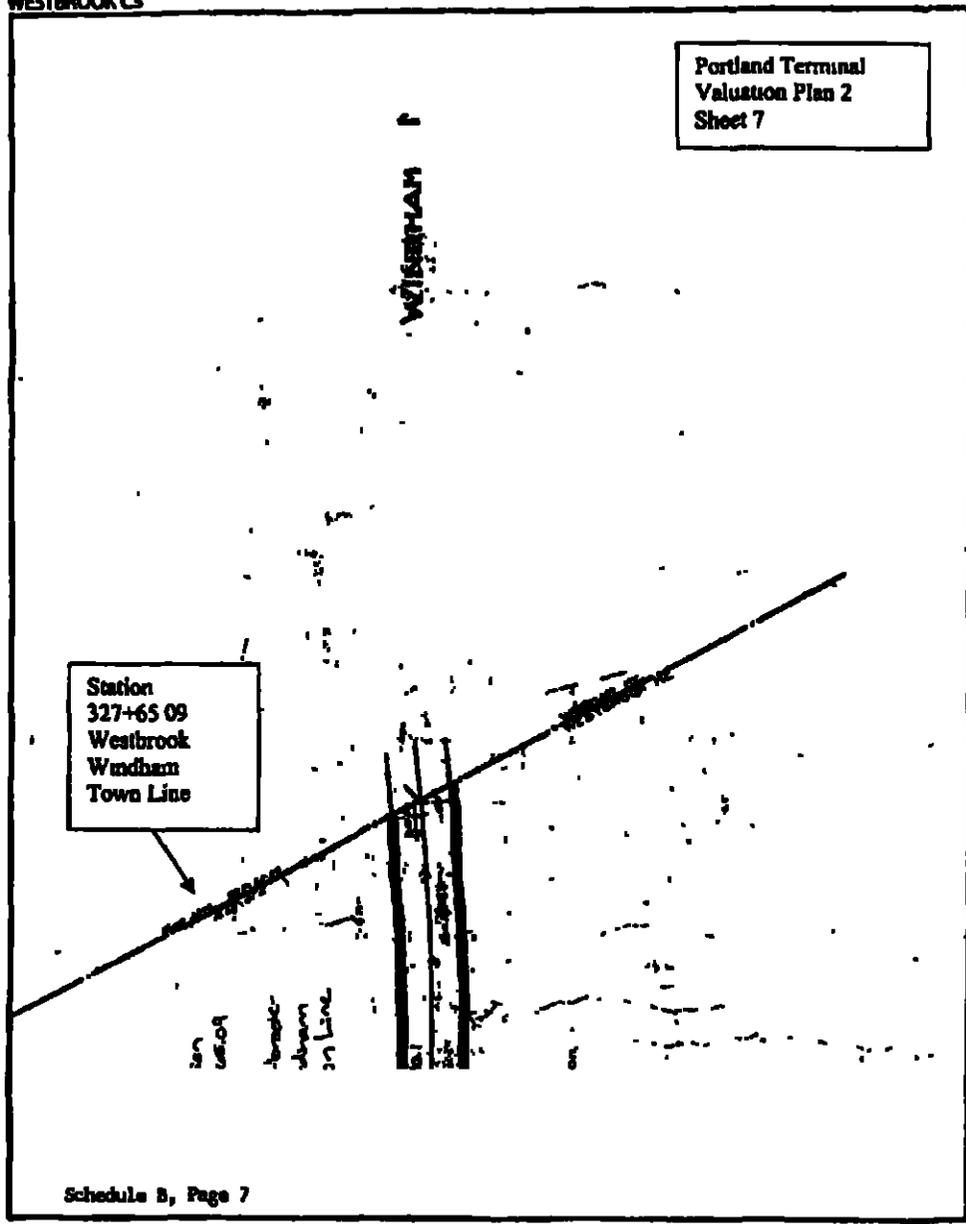
Portland Terminal  
Valuation Plan 2  
Sheet 7

Station  
327+65.09  
Westbrook  
Windham  
Town Line

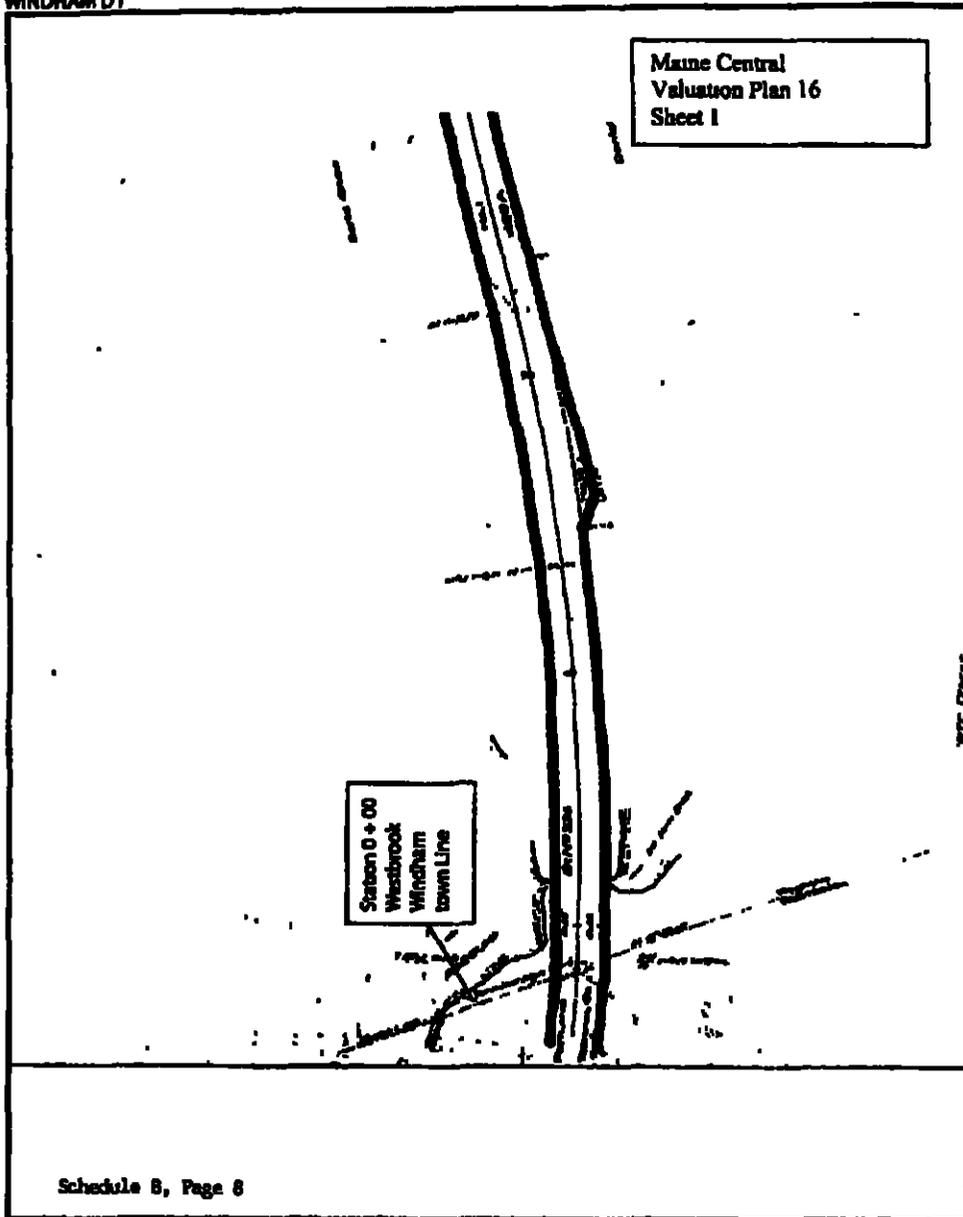
WINDHAM T

on  
201.09  
brook  
Windham  
in Line

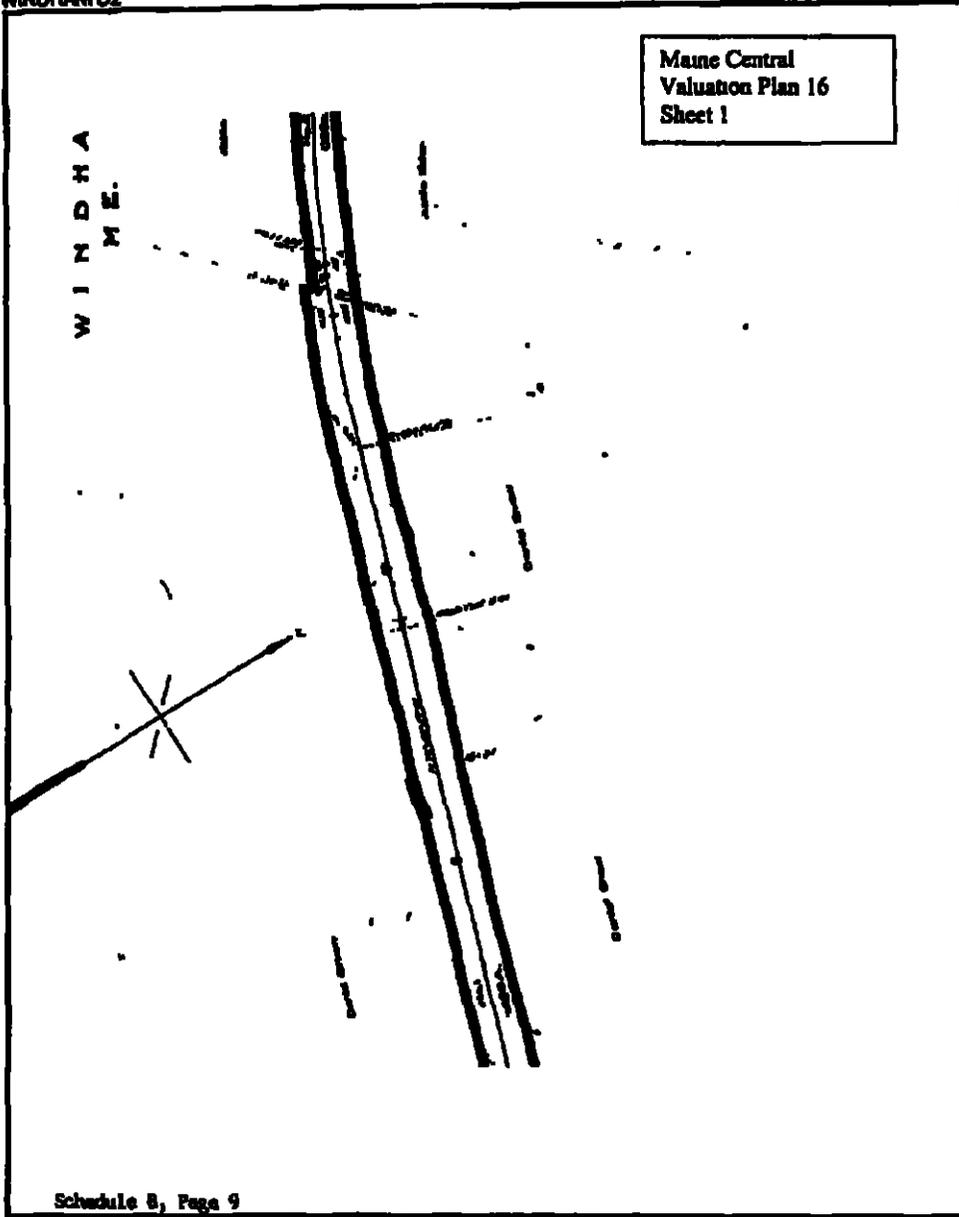
Schedule B, Page 7



WINDHAM D1



WINDHAM 02



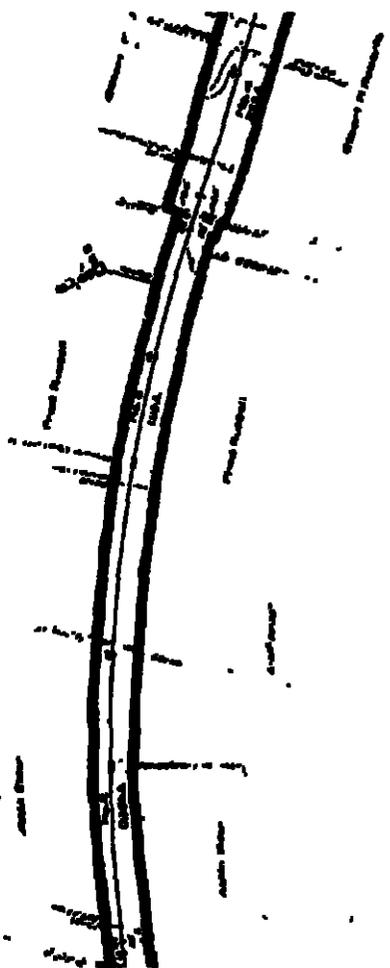
WINDHAM 03

Maine Central  
Valuation Plan 16  
Sheet 1

MAINE CENTRAL  
VALUATION PLAN 16  
SHEET 1

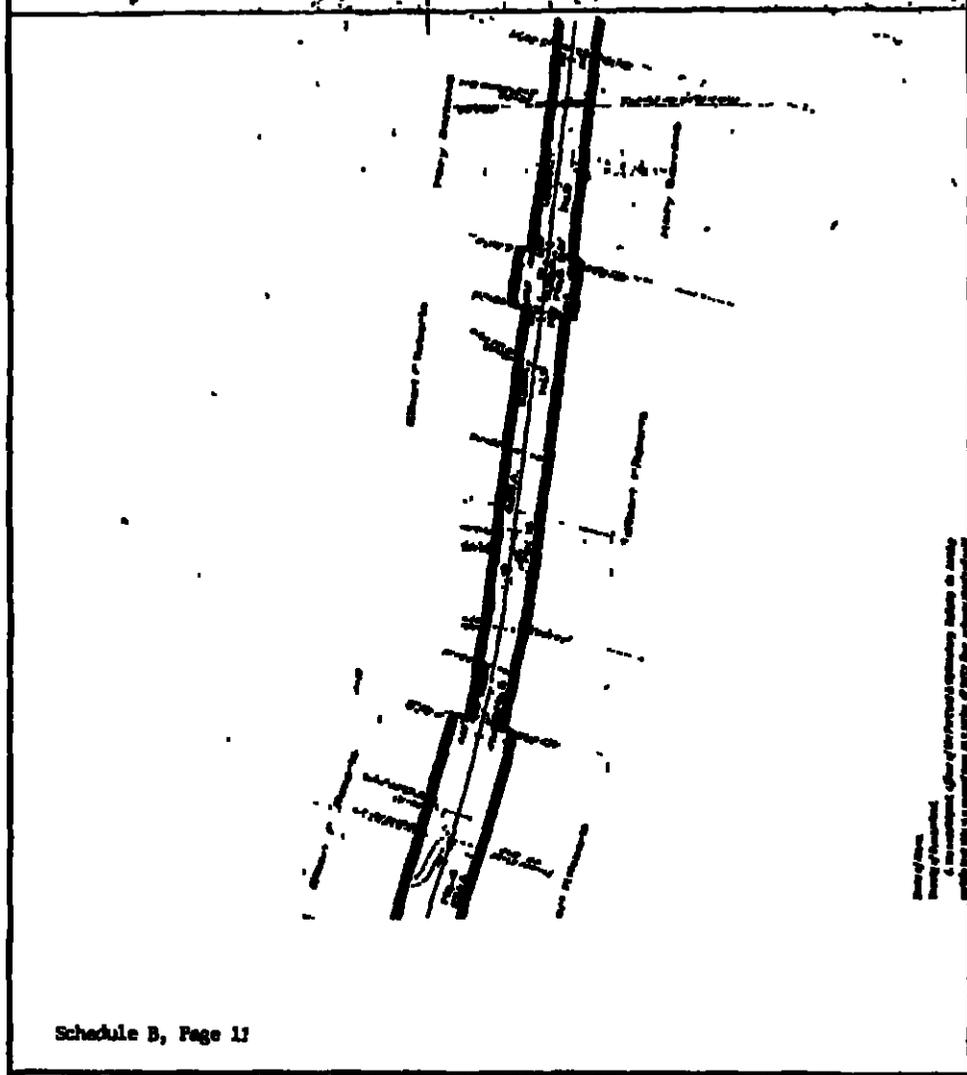
WINDHAM  
ME.

Schedule B, Page 10



WINDHAM D4

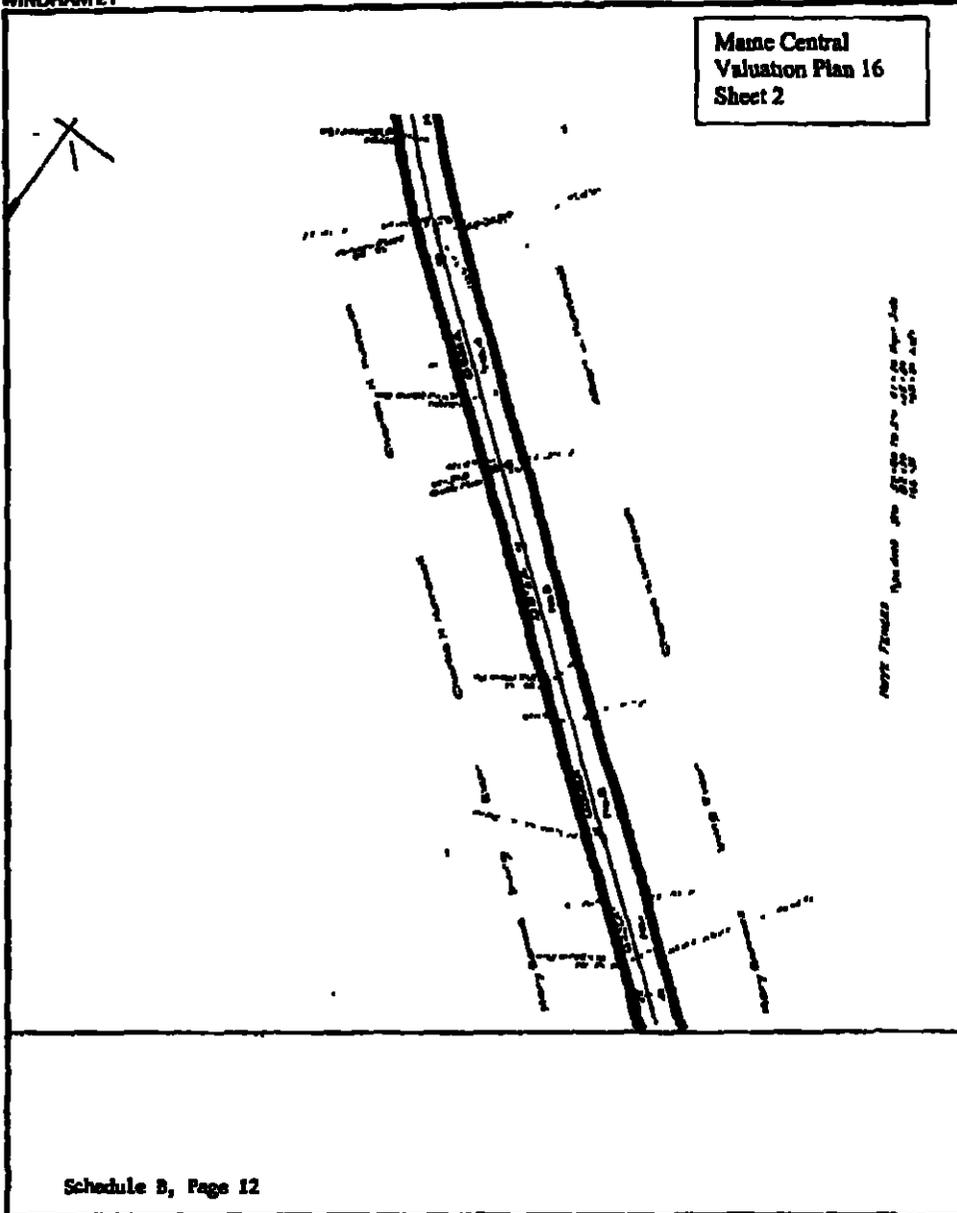
Maine Central  
Valuation Plan 16  
Sheet 1



Drawn by  
Checked by  
Approved by  
Date

WINDHAM E1

Main Central  
Valuation Plan 16  
Sheet 2

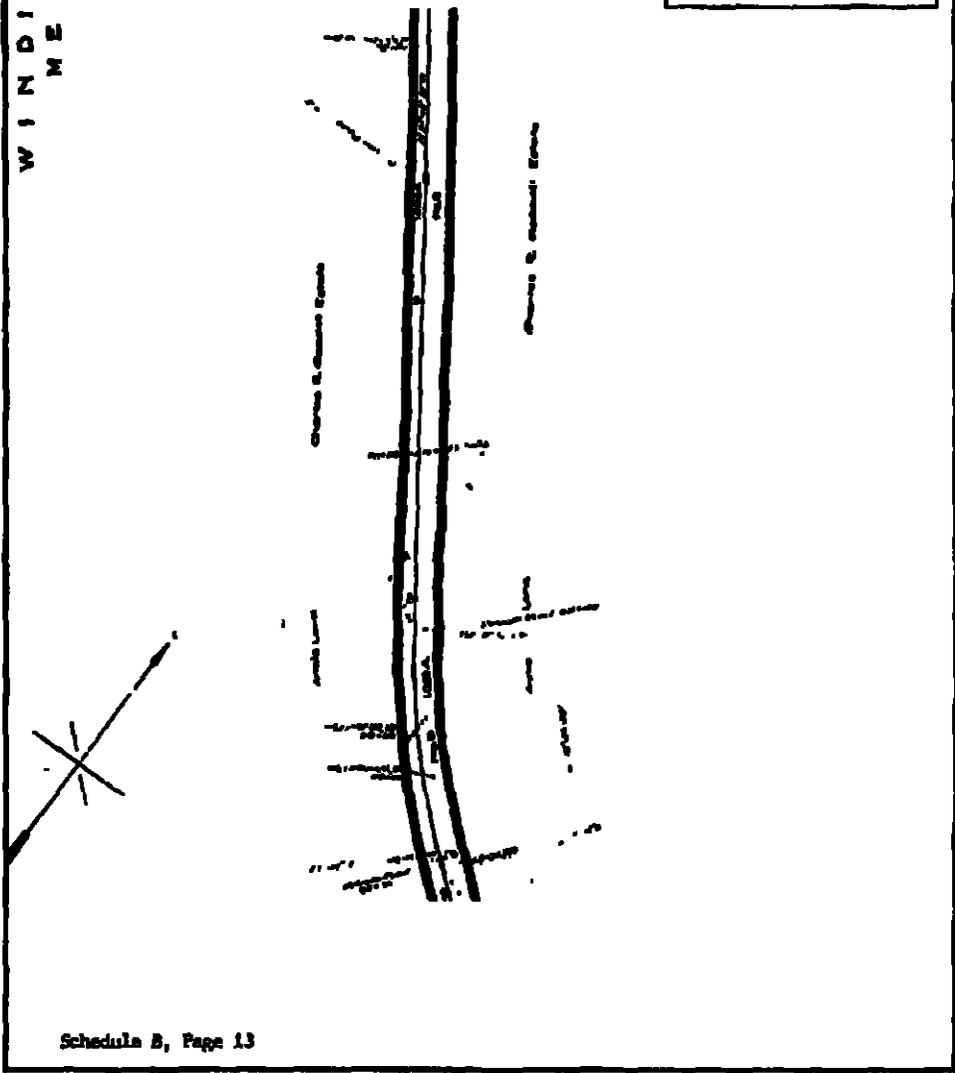


Schedule B, Page 12

WINDHAM E2

Maine Central  
Valuation Plan 16  
Sheet 2

W  
I  
N  
D  
I  
M  
E



Schedule B, Page 13

WINDHAM E3

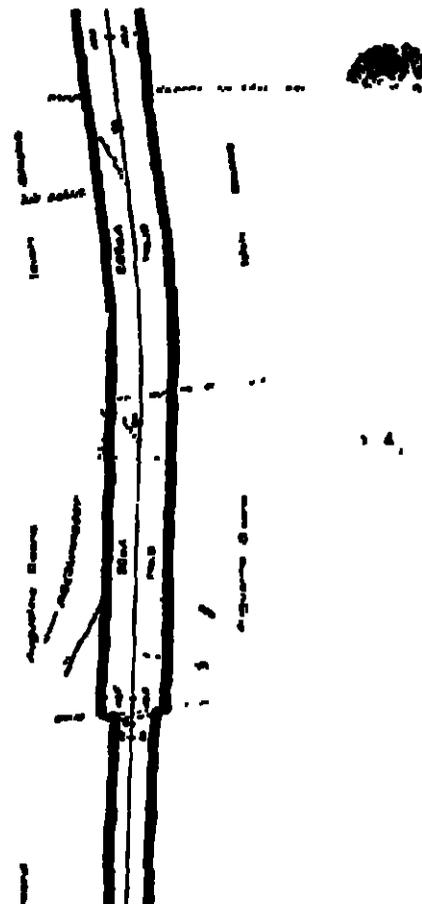
Maine Central  
Valuation Plan 16  
Sheet 2

DHAM  
VE



WINDHAM E4

Maine Central  
Valuation Plan 16  
Sheet 2



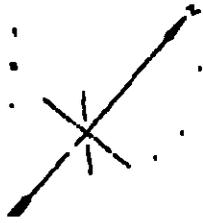
PORTLAND AND TRACK MAP



WINDHAM F2

Maine Central  
Valuation Plan 16  
Sheet 3

W I N D H A M  
M E V



Proposed  
Maine Central Valuation Plan 16  
Sheet 3

Schedule B, Page 17

WINDHAM F3

Maine Central  
Valuation Plan 16  
Sheet 3

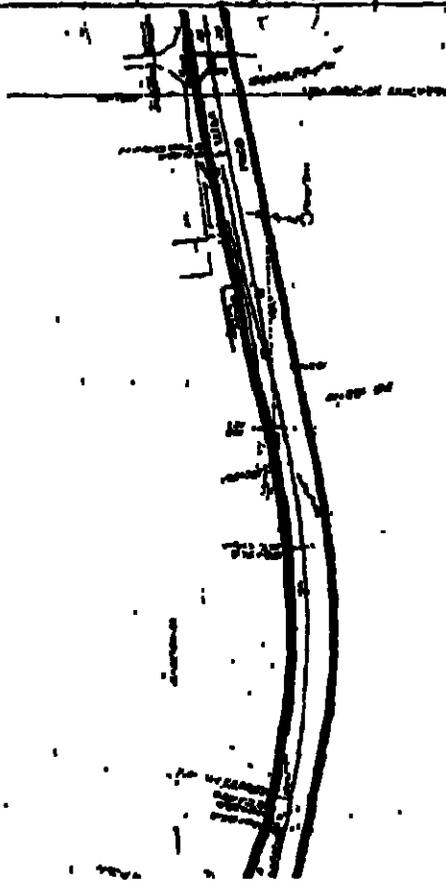
WINDHAM  
ME.

Schedule B, Page 18



WINDHAM F4

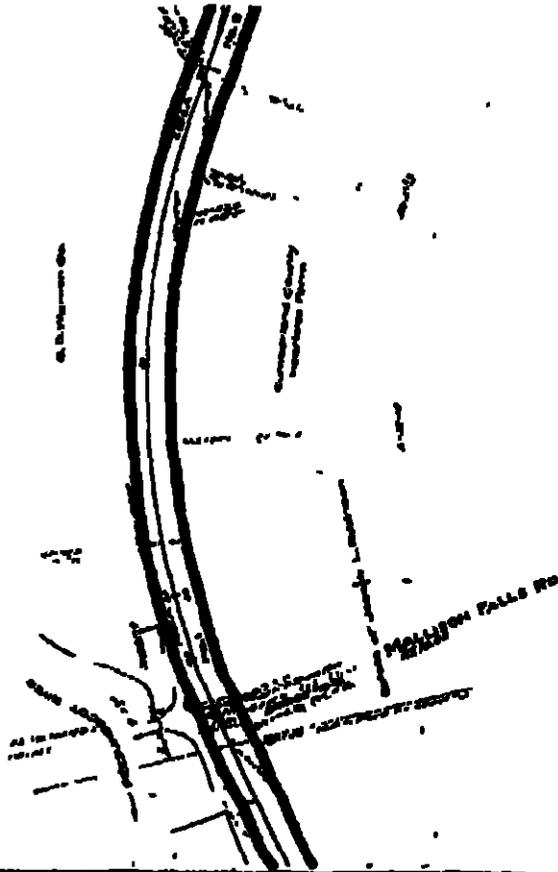
Maine Central  
Valuation Plan 16  
Sheet 3



Schedule B, Page 19

WINDHAM G1

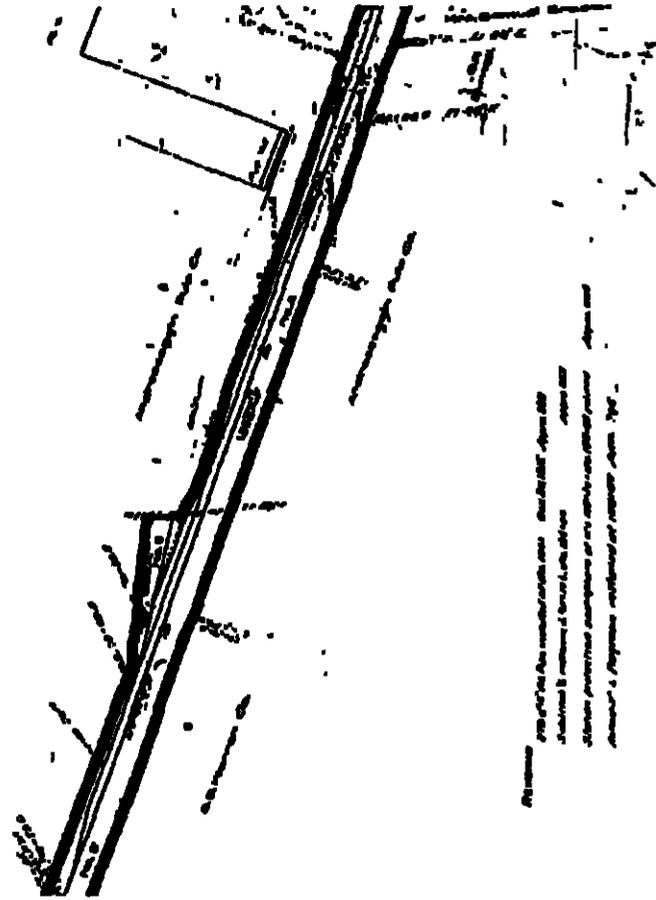
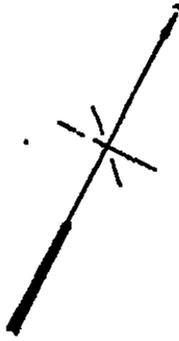
Maine Central  
Valuation Plan 16  
Sheet 4



WINDHAM G2

Maine Central  
Valuation Plan 16  
Sheet 4

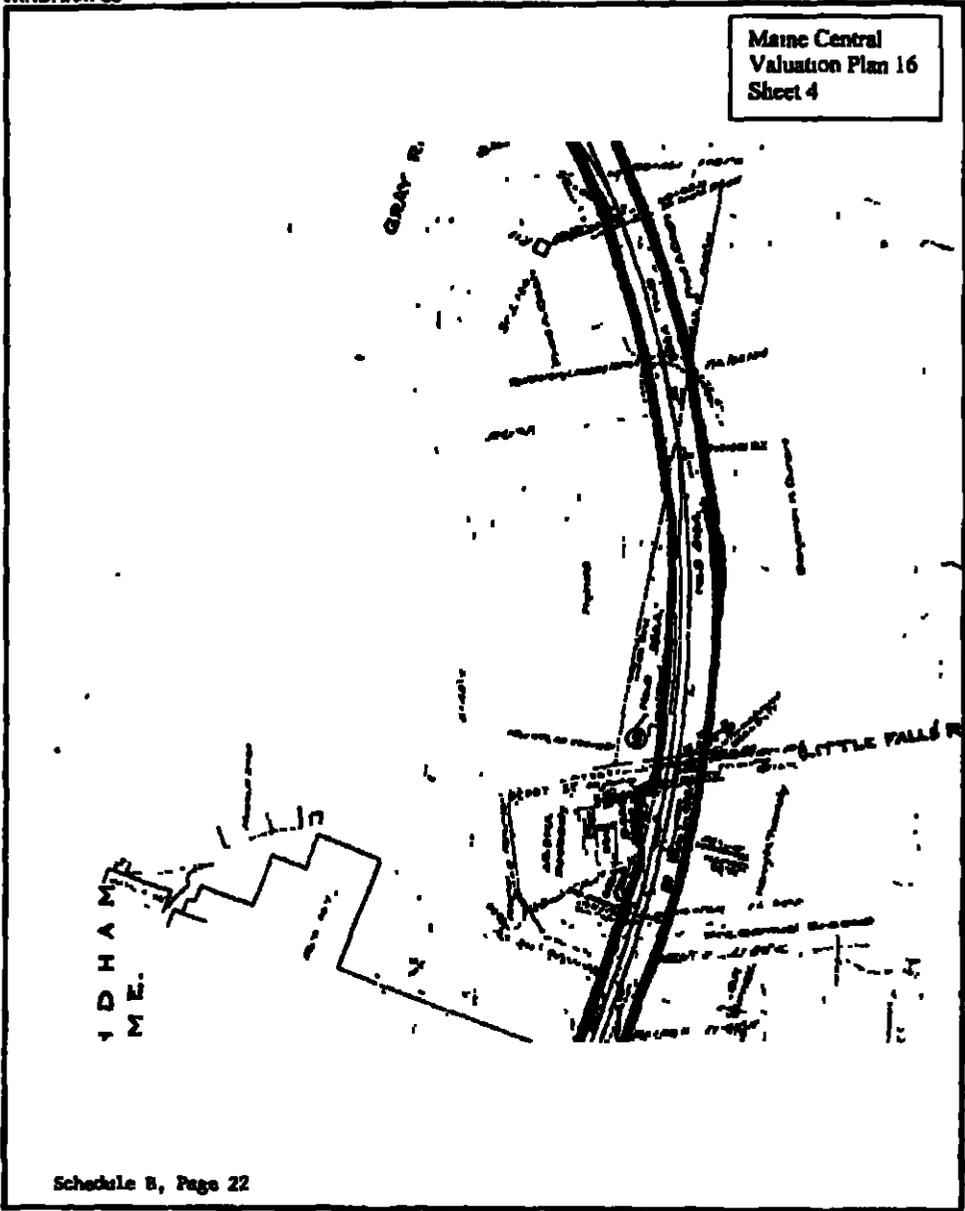
WINDHAM  
ME



Reference to the plan number in the title block of this sheet shall refer to the  
Maine Central Valuation Plan 16, Sheet 4, which is hereby incorporated by reference  
into this sheet. The plan number of any other sheet shall be similarly indicated.

WINDHAM G3

Maine Central  
Valuation Plan 16  
Sheet 4



Schedule B, Page 22



**SCHEDULE C TO RELEASE DEED**

**CONNECTIVITY EASEMENT**

A permanent easement, for the purpose stated herein, over and across that segment of PTC's remaining property now or formerly known as the "Mountain Division" located between (a) the southerly terminus of the Premises at milepost 6 (from Portland) at Station 258+65.8 as shown on Sheet 5 of the Portland Terminal Valuation Plans, and (b) PTC's Freight Main Line; provided, however, that Grantee may not exercise the rights granted pursuant to this easement on any portion of the Mountain Division over which Grantors are continuing to provide common carrier freight rail service.

The parties acknowledge that on the date of execution of this instrument, Grantors are not providing common carrier freight rail service on and over the portion of the Mountain Division between (a) the southerly terminus of the Premises at milepost 6 (from Portland) at Station 258+65.8 as shown on Sheet 5 of the Portland Terminal Valuation Plans, and (b) milepost 5.76 (from Portland). The parties further acknowledge that on the date of execution of this instrument, Grantors are providing common carrier freight rail service on and over the portion of the Mountain Division between (a) milepost 5.76 (from Portland) and (b) PTC's Freight Main Line. The parties intend that at no time will there be a gap between the portion of the Mountain Division on which Grantors are providing common carrier freight rail service and the portion of the Mountain Division on which Grantors are not providing common carrier freight rail service.

The purpose of this easement is to effectuate and provide for an unhampered rail connection for the operation of freight and passenger trains, and this easement includes the right to enter upon land of PTC, subject to reasonable and customary terms and conditions established by PTC, for the purpose of construction, installation, repair, and maintenance of trackage, track appurtenances, switches, and bridge abutments to carry out the purpose of this easement. This easement also includes the right to operate freight and passenger rail service on and over the property subject to this easement, which right may be assigned to the operator(s) of freight and passenger rail service on and over the Premises.

This easement shall be appurtenant to the Premises.

Received  
Recorded Register of Deeds  
Nov 05, 2008 11:21:07A  
Cumberland County  
Pamela E. Lovles