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June 17, 2010

BY HAND DELIVERY
Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: **STB Finance Docket No. 35312**
Massachusetts Department of Transportation – Acquisition Exemption – Certain Assets of CSX Transportation, Inc.

Dear Ms. Brown:

The Surface Transportation Board's ("STB") decision on May 3, 2010 in the above matter required that CSXT or MassDOT (the proponents) provide certain documents within 15 days of the first and second closings. This is to advise that the first closing in the above matter was concluded on June 11, 2010 and, accordingly eleven copies of the following relevant documents are being provided to the Board. An additional copy is also enclosed for the Board to stamp and return to our courier.

The Grand Junction deed which was recorded simultaneously with two registries of deeds as follows:

- Middlesex County South District Registry of Deeds in Book 54811, Page 440
- Suffolk County Registry of Deeds in Book 46515, Page 1 (recorded version is attached)

The South Coast deed which was recorded simultaneously in four registries of deeds as follows:

- Bristol County South District Registry of Deeds in Book 9739, Page 48
- Bristol County North District Registry of Deeds in Book 18793, Page 1
- Bristol County Fall River District Registry of Deeds in Book 7447, Page 136 (recorded version is attached)
- Plymouth County Registry of Deeds in Book 38616, Page 81

Also provided are 11 copies of the final Mass DOT/MBTA – Mass Coastal Operating Agreement.

Provisions relating to transfer of the Grand Junction easement are set forth in Exhibit D and E of the Grand Junction Deed and provisions relating to transfer of the freight easement on the South Coast Lines are set forth in Exhibit D and E of the South Coast Deed.

Proponent will subsequently provide the STB with copies of deeds transferring Railroad Assets to Mass DOT within 15 days of the second closing.

Respectfully Submitted,

Keith G. O'Brien
Attorney for Massachusetts
Department of Transportation

cc: Parties of Record
Jamey Tesler
Peter Kochansky

2010 OPERATING AGREEMENT

BY AND AMONG

THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

AND

THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

AND

MASSACHUSETTS COASTAL RAILROAD LLC

June 11, 2010

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2010 OPERATING AGREEMENT

BY AND AMONG

THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

AND

THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

AND

MASSACHUSETTS COASTAL RAILROAD LLC

INTRODUCTION AND RECITALS

The Commonwealth of Massachusetts, by and through the Massachusetts Department of Transportation ("MassDOT"), the Massachusetts Bay Transportation Authority (the "MBTA"), and Massachusetts Coastal Railroad LLC ("Mass Coastal") (hereinafter the "Parties," or each a "Party"), enter into this 2010 Operating Agreement (the "Agreement") as of June 11, 2010 in order to memorialize their mutual understanding with regard to certain rights to conduct passenger and freight services on certain property owned by MassDOT or the MBTA, and for the purpose of defining their respective rights and obligations with respect to the same.

WHEREAS, MassDOT, as successor-in-interest to the Massachusetts Executive Office of Transportation and Public Works, and CSX Transportation, Inc., a Virginia corporation ("CSXT") have entered into a certain Definitive Agreement dated as of October 10, 2008, as amended by a First Amendment to the Definitive Agreement dated as of November 23, 2009, and as further amended by a Second Amendment to the Definitive Agreement dated as of January 21, 2010 (as amended, the "Definitive Agreement"), pursuant to which CSXT has agreed to convey certain real property and railroad assets described in **Exhibit A** attached hereto to MassDOT. As set forth in the Definitive Agreement, CSXT shall retain the Freight Easement (as hereinafter defined). Simultaneously with the transfer from CSXT to MassDOT of the South Coast Rail Properties (as hereinafter defined), (i) CSXT shall transfer the Freight Easement to Mass Coastal pursuant to a certain Purchase and Sale Agreement of Permanent Freight Easement effective as of June 11, 2010 (the "Easement Transfer Agreement"), and (ii) MassDOT may transfer the South Coast Rail Properties to the MBTA and in any case, MassDOT anticipates delegating to the MBTA operational control of the South Coast Rail Properties;

WHEREAS, the transfer of the South Coast Rail Properties from CSXT to MassDOT is contingent upon, among other things, the execution and delivery by MassDOT or the MBTA, and the Short Line Acquirer (as defined in the Definitive Agreement) of an operating agreement;

WHEREAS, MassDOT is purchasing the South Coast Rail Properties as part of its plan to reconstruct the South Coast Rail Properties to accommodate passenger rail service (the "South Coast Rail Project"); and

WHEREAS, the Parties acknowledge and agree that that the South Coast Rail Project will benefit both passenger and freight service on the South Coast Rail Properties.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1 DEFINITIONS.

"Additional Insurance" shall have the meaning set forth in Section 12.2.

"Appropriate Statutory and Regulatory Authority" means 49 U.S.C. Chapter 109, *et seq.* and 49 C.F.R. Part 1152 and the STB's interpretations thereof.

"Car Mile" means a railroad car or locomotive, whether or not loaded, and whether or not passenger or freight rail service, moved one mile, in for-hire or revenue rail service.

"Car Mile Payment" shall have the meaning set forth in Section 9.3.

"CO" shall have the meaning set forth in Section 5.2(a).

"Commonwealth Parties" means MassDOT and the MBTA, both individually and collectively.

"Commonwealth Employees" shall mean the employees and agents of the Commonwealth Parties, and the Commonwealth Parties' operating contractors and said contractors' employees.

"Commonwealth Rail Properties" shall mean the properties owned or controlled by the Commonwealth Parties and more fully described on **Exhibit A**. The Commonwealth Rail Properties shall be designated as Freight Only Rail Properties, Joint Usage Rail Properties or Passenger Only Rail Properties. The Parties agree that, under certain circumstances, properties may change from any designation to any other designation.

"CSXT" shall have the meaning set forth in the recitals to this Agreement.

"Definitive Agreement" shall have the meaning set forth in the recitals to this Agreement.

"Easement Transfer Agreement" shall have the meaning set forth in the recitals to this Agreement.

"Effective Date" means the first date on which CSXT and Mass Coastal close on the acquisition by Mass Coastal of the Freight Easement, as described in the Easement Transfer Agreement.

"Effective Interest Rate" means the lesser of (i) twelve percent (12%) per annum or (ii) the fluctuating rate per annum equal to the Prime Rate plus two percent (2.0%). "Prime Rate" means the Prime Rate as from time to time published in the Money Rates Section of *The Wall Street Journal*. The rate described in clause (ii) of this definition shall change on the date of each change in the Prime Rate, and if such change results in a change to the Effective Interest Rate applicable to any amount due under this Agreement, the new Effective Interest Rate shall be applied as of such date.

"EPA Freight Rail Service" shall have the meaning set forth in Section 4.4(b).

"Extended Service Suspension" means (i) a Service Suspension in connection with Reconstruction Activities which exceeds five days (120 consecutive hours) in duration or (ii) a Service Suspension in connection with Reconstruction Activities which occurs less than 48 hours before or less than 48 hours after any other Service Suspension. Notwithstanding any provision of this Agreement to the contrary, a TIGER Service Suspension shall not be deemed to be an Extended Service Suspension.

"Force Account Work" means work that Mass Coastal has agreed to perform as part of this Agreement pursuant to Section 5 hereof.

"Force Account Work Direct Costs" means direct expenses incurred by Mass Coastal in performing any Force Account Work including, without limitation, the cost of associated employee benefits, materials and contracted services incurred by Mass Coastal in performing any Force Account Work.

"Force Account Invoice" shall have the meaning set forth in Section 9.6(b).

"Force Account Work Project" means any project initiated as Force Account Work pursuant to Section 5 hereof.

"FRA" means the Federal Railroad Administration.

"FRA Track Safety Regulations" means the regulations promulgated by FRA, currently codified at 49 C.F.R. Parts 200-268 and in effect as of January 1, 2010, as amended from time to time.

"Freight Easement" means the perpetual easement to provide freight rail service and such other rights over the South Coast Rail Properties reserved and retained by CSXT as are described in any deed or deeds transferring the South Coast Rail Properties to MassDOT pursuant to the Definitive Agreement, and transferred to Mass Coastal pursuant to the Easement Transfer Agreement, and any additional easements to provide freight rail service and such other rights over the Commonwealth Rail Properties as may be added to this Agreement from time to time by mutual agreement of the Parties, all of which are more fully described on **Exhibit B** attached hereto.

"Freight Only Rail Properties" means those segments of the Commonwealth Rail Properties for which Mass Coastal has a right of access to provide Mass Coastal Freight Rail

Service pursuant to the Freight Easement or otherwise, and which are not used by the MBTA for the provision of passenger rail service or Reconstruction Activities, as described in Section 3, and which are listed on **Exhibit A**.

"Identifiable Lost Profits" means gross freight revenues less avoidable operating costs associated with servicing the affected customer, which avoidable operating costs shall include, but shall not be limited to, labor for train and engine crews (and dispatching, if applicable), locomotive fuel, car-hire and other equipment costs, plus any other cost mutually determined by the Parties, based on a review of a list of all railroad costs that are routinely tracked by Mass Coastal which can be shown to be avoidable by virtue of not serving a customer during a Service Suspension. For the final determination of "any other cost" (as used in the preceding sentence), the Parties will review a list of all railroad costs that are routinely tracked by Mass Coastal, and mutually determine in good faith those which can be shown to be avoidable.

"Joint Usage Rail Properties" means those segments of the Commonwealth Rail Properties for which Mass Coastal has a right of access to provide Mass Coastal Freight Rail Service pursuant to the Freight Easement or otherwise, and which are also used by the MBTA for passenger rail service, as described in Section 3, and which are listed on **Exhibit A**.

"Lost Profits Invoice" shall have the meaning set forth in Section 9.7.

"Maintenance Services" means all actions necessary or required for the maintenance of the rights-of-way, tracks, bridges, signals, communications equipment and all appurtenances of any relevant section of the Commonwealth Rail Properties in accordance with the Maintenance Standard.

"Maintenance Standard" means the standards to be set from time to time by the Party obligated to provide maintenance hereunder which in all instances shall be appropriate for freight rail operations and which shall always meet or exceed the standard required by FRA rules and regulations for the applicable designated class of track shown on **Exhibit A**. In the event that maintenance of the FRA track class set forth on **Exhibit A** requires Mass Coastal to make a capital investment in such track, Mass Coastal may reduce the FRA track class shown on **Exhibit A** provided that Mass Coastal's operations on such track continue to comply with all applicable FRA rules and regulations.

"Mass Coastal" means Massachusetts Coastal Railroad LLC, a Massachusetts limited liability company, as well as any successor or permitted assign duly recognized by the STB, if necessary.

"Mass Coastal Employees" shall mean the employees and agents of Mass Coastal, and Mass Coastal's operating contractors and said contractors' employees.

"Mass Coastal Freight Rail Service" means the full range of services and activities performed by Mass Coastal in connection with its provision of rail service on the Commonwealth Rail Properties and other activities permitted or required under this Agreement.

"MassDOT" shall have the meaning set forth in the recitals of this Agreement.

"MBTA" means the Massachusetts Bay Transportation Authority, a body politic and corporate created by and acting pursuant to Chapter 161A of the General Laws of the Commonwealth of Massachusetts, as amended.

"MBTA Commuter Rail Services" means all of the rail operations, including movement of the MBTA materials and equipment, services and activities performed by the MBTA and its commuter rail Operating Contractor (or their respective assignees or designees) in connection with the provision of commuter rail service in the Commonwealth of Massachusetts.

"MBTA Employees" shall mean the employees and agents of the MBTA, and the MBTA's operating contractors and said contractors' employees.

"Mitigation Plan" means a plan entered into by the MBTA and Mass Coastal which describes procedures intended to mitigate the effects of an Extended Service Suspension. Any Mitigation Plan shall include (i) a procedure for providing alternative service to any Mass Coastal customers on the Commonwealth Rail Properties and (ii) a procedure for reimbursing Mass Coastal for its Identifiable Lost Profits (but not gross revenues) likely to be incurred by Mass Coastal during and solely as the result of such alternative service. Notwithstanding the immediately preceding sentence, upon mutual agreement of the Parties, the Commonwealth may construct improvements to the Commonwealth Rail Properties that benefit Mass Coastal Freight Rail Service in lieu of any reimbursement. Any Mitigation Plan shall also detail the procedures to be followed by the Parties in the event that an Extended Service Suspension continues beyond the date upon which such Extended Service Suspension was originally scheduled to end. Notwithstanding any provision of this Agreement to the contrary, no Mitigation Plan shall be required hereunder in connection with a TIGER Service Suspension.

"Operating Contractor" means any entity contracted with by the MBTA to provide commuter rail services on behalf of the MBTA.

"Parties" means Mass Coastal, MassDOT and the MBTA.

"Passenger Only Rail Properties" means the Commonwealth Rail Properties for which Mass Coastal does not have the right to operate rail service, and which are more fully described on "**Exhibit A**".

"Passenger Service Commencement Date" shall have the meaning set forth in Section 7.7.

"Passenger Service Commencement Notice" shall have the meaning set forth in Section 7.7.

"Person" means any individual, corporation, partnership, association, trust or any other entity or organization, including, without limitation, a government, a public agency, political instrumentality or political subdivision or authority.

"PI" shall have the meaning set forth in Section 5.2(a).

"PTC Equipment" means Positive Train Control equipment necessary for a locomotive to operate on the Joint Usage Rail Properties.

"Reconstruction Activities" means all construction and construction-related activities reasonably necessary for the completion of the South Coast Rail Project.

"Reconstruction Commencement Date" shall have the meaning set forth in Section 7.5.

"Reconstruction Commencement Notice" shall have the meaning set forth in Section 7.5.

"Reconstruction Coordination Plan" shall have the meaning set forth in Section 7.6(a).

"Reconstruction Period" means the period beginning on the Reconstruction Commencement Date and ending on the day immediately preceding the Passenger Service Commencement Date.

"Service Suspension" means the suspension of Mass Coastal Freight Rail Service in connection with the Reconstruction Activities or the TIGER Grant Improvements.

"South Coast Rail Properties" means the property acquired by MassDOT from CSXT pursuant to the Definitive Agreement through one or more deeds or other instruments of transfer from time to time, and listed on **Exhibit A** attached hereto.

"South Coast Rail Project" shall have the meaning set forth in the recitals to this Agreement.

"STB" means the Surface Transportation Board of the United States Federal Government.

"TIGER Grant" shall have the meaning set forth in Section 4.4(a).

"TIGER Grant Improvements" means any improvement constructed pursuant to the TIGER Grant.

"TIGER Service Suspension" shall have the meaning set forth in Section 4.4(b).

SECTION 2 GENERAL OPERATING RIGHTS

Consistent with the Freight Easement and subject to this Agreement, Mass Coastal may enter upon and utilize the tracks and related operating facilities on the Freight Only Rail Properties and the Joint Usage Rail Properties for the purpose of performing Mass Coastal Freight Rail Service. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that the MBTA shall have the right to use the South Coast Rail Properties to transport baggage, mail, and other matter and material, excluding any matter and material received as revenue freight in interchange from any common carrier railroad, as is or may be on occasion carried by the MBTA, including, without limitation other than the preceding exclusion,

equipment or other material for use by or for the MBTA or its non-freight related agents or contractors.

SECTION 3 DESIGNATION OF COMMONWEALTH RAIL PROPERTIES

3.1 General.

The Commonwealth Rail Properties shall be designated as Freight Only Rail Properties, Joint Usage Rail Properties or Passenger Only Rail Properties, as described in the definitions of those terms provided in Section 1, and in this Section 3, and **Exhibit A** hereto lists the designation for each of the Commonwealth Rail Properties.

3.2 Changes in Designation of Commonwealth Rail Properties.

(a) General.

The MBTA shall designate the Commonwealth Rail Properties as Freight Only Rail Properties, Joint Usage Rail Properties or Passenger Only Rail Properties and may change such designations from time to time upon thirty (30) days prior written notice to Mass Coastal, which notice shall include a draft of a revised **Exhibit A** reflecting the change in designation. In the event that any Party, pursuant to Section 3.2(c), seeks to discontinue Mass Coastal's use of portions of the Commonwealth Rail Properties that Mass Coastal has the right to use pursuant to this Agreement, such Party shall provide Mass Coastal or the Commonwealth Parties, as applicable, with at least thirty (30) days written notice of such discontinuance or new use, which notice shall include a draft of a revised **Exhibit A** reflecting the change in designation. Any change in designation pursuant to this Section 3.2(a) shall be effective on the date given in such written notice except as expressly provided below.

(b) Occasional Use.

Occasional use by Mass Coastal over Passenger Only Rail Properties (where Mass Coastal has received the permission of the MBTA for such use and such use is performed by Mass Coastal subject to and in conformance with the MBTA's operating and dispatching rules) or by the MBTA over Freight Only Rail Properties (where the MBTA has provided reasonable prior notice to Mass Coastal of such use and such use is performed by the MBTA subject to and in conformance with Mass Coastal operating and dispatching rules) shall not change the designation of such properties to Joint Usage Rail Properties.

(c) Discontinuance of Freight Rail Operations.

(1) In the event that Mass Coastal shall cease to have current use, or, in Mass Coastal's sole and absolute determination, reasonably foreseeable future use, of any segment of the Joint Usage Rail Properties or Freight Only Rail Properties, or, if in Mass Coastal's sole and absolute discretion it determines that it no longer wishes to continue the use of any such segment for Mass Coastal Freight Rail Service, Mass

Coastal shall have the option to seek (and the Commonwealth Parties agrees not to oppose such action) from the STB, Appropriate Statutory and Regulatory Authority, including without limitation, exemption from the requirement to obtain such authority, to abandon and/or discontinue Mass Coastal Freight Rail Service over all or any portion of such segment of the Joint Usage Rail Properties or Freight Only Rail Properties. Such portions of the Joint Usage Rail Properties or Freight Only Rail Properties shall then become Passenger Only Rail Properties for the purposes of this Agreement.

(2) In the event Mass Coastal has not provided Mass Coastal Freight Rail Service over any segment of the Freight Only Rail Properties or the Joint Usage Rail Properties for a continuous period of eight (8) years, Mass Coastal shall, promptly following the Commonwealth Parties' written request, (x) seek Appropriate Statutory and Regulatory Authority from the STB, including without limitation, exemption from the requirement to obtain such authority to discontinue and/or abandon Mass Coastal Freight Rail Service over all or any portion of such segment of the Commonwealth Rail Properties, or (y) fully assist the Commonwealth Parties in adverse abandonment filings, after which, if such adverse abandonment proceedings are successfully consummated with respect to such portions of the Commonwealth Rail Properties, Mass Coastal's rights under this Agreement to use such properties shall terminate, and the Parties shall promptly (within 10 days) execute an amendment to this Agreement evidencing the removal of such properties from this Agreement.

(3) In the event that for a continuous period of three (3) years, Mass Coastal has failed to provide Mass Coastal Freight Rail Service on any segment of the Freight Only Rail Properties or the Joint Usage Rail Properties (provided any such failure is not a direct or indirect result of the failure of the MBTA to fulfill its obligations to provide Maintenance Services hereunder or of any other breach by the MBTA of its obligations under this Agreement), then the Commonwealth Parties shall be entitled, in its sole discretion, to commence adverse abandonment proceedings with the STB with respect to such segments, *provided however*, Mass Coastal may oppose such proceedings and shall have no obligation to assist the Commonwealth Parties or to otherwise cooperate or participate (except as required by law) in such proceedings in any way.

SECTION 4 FREIGHT ONLY RAIL PROPERTIES

4.1 Use

Mass Coastal shall have the right to use the Freight Only Rail Properties for the Mass Coastal Freight Rail Service at such levels of activity as Mass Coastal deems to be appropriate, without the prior written consent of the Commonwealth Parties, *provided* that the character, scheduling or extent of its freight service shall not preclude the MBTA's planned future use of Freight Only Rail Properties for passenger service, as, if and when such properties are converted to Joint Usage Rail Properties in accordance with the terms of this Agreement and, *provided further*, that such use shall be subject to the provisions of Section 4.4. Notwithstanding the foregoing, the MBTA, following reasonable prior notice to Mass Coastal, may run passenger trains serving special civic, sports or other events over the Freight Only Rail Properties in an

infrequent and temporary manner that does not unreasonably interfere with Mass Coastal's use of the Freight Only Rail Properties, without changing the designation of such properties to Joint Usage Rail Properties. To the extent that the MBTA operates any such trains, MBTA train operations will be subject to Mass Coastal dispatching and operating rules.

4.2 Management and Control.

(a) Mass Coastal shall exercise and perform, or delegate or subcontract to another entity, the management, regulatory and operational control of any and all rail service over the Freight Only Rail Properties including, without limitation dispatching and control of all trains, provided that such control shall be exercised in a manner which does not preclude or impair the MBTA's planned future use of Freight Only Rail Properties for passenger service, as, if and when such properties are converted to Joint Usage Rail Properties in accordance with the terms of this Agreement.

(b) Mass Coastal shall ensure that its contractors and subcontractors performing work or services on the Freight Only Rail Properties perform and complete their respective work or services in accordance with this Agreement for the provision of such work or services. Mass Coastal, and not the Commonwealth Parties, shall be liable for all liability, cost, and expense arising out of or connected with any failure of such contractor or subcontractors to perform, and (except as the Parties may agree by written agreement) shall bear all cost or expense in connection with the performance, or failure to perform, of such contractors or subcontractors.

4.3 Maintenance

(a) At all times that Mass Coastal is conducting the Mass Coastal Freight Rail Service on any segment of the Freight Only Rail Properties, Mass Coastal shall provide Maintenance Services for the Freight Only Rail Properties. All Maintenance Services shall be undertaken in a manner that does not preclude or impair the MBTA's planned future use of Freight Only Rail Properties for passenger service, as, if and when such properties are converted to Joint Usage Rail Properties in accordance with the terms of this Agreement.

(b) Mass Coastal shall at all times provide Mass Coastal Freight Rail Service over the Freight Only Rail Properties in accordance with FRA regulations.

(c) The MBTA shall make available to Mass Coastal solely for Mass Coastal's use in the maintenance and repair of the Freight Only Rail Properties, certain surplus property and materials salvaged from the MBTA's operations that the MBTA, in its sole discretion, would otherwise dispose of as scrap property.

(d) Mass Coastal shall provide and furnish all labor, administrative, professional, and supervisory personnel necessary for the performance of any Maintenance Services performed pursuant to this Section 4.3. All Mass Coastal personnel or Mass Coastal contractor personnel involved in any aspect of providing services under this Agreement shall be subject to the direction, supervision, and control

of Mass Coastal, and not the Commonwealth Parties. Mass Coastal shall be solely responsible for all labor relations issues relating to Mass Coastal Employees that arise in connection with the performance of services under this Agreement.

(e) Unless otherwise stated explicitly in this Agreement, Mass Coastal shall be responsible for the costs of materials, equipment, management, and other expenses required for the performance of any Maintenance Services performed by Mass Coastal pursuant to this Section 4.3.

(f) In the event that Mass Coastal does not provide Maintenance Services pursuant to this Section 4.3, the MBTA may, at its option, either with or without the consent or request of Mass Coastal, maintain the Freight Only Rail Properties and Mass Coastal shall reimburse the MBTA for direct costs incurred in rendering such Maintenance Services. The MBTA's decision to provide Maintenance Services pursuant to this Section 4.3(f) shall not be considered a waiver of any other remedies available to the Commonwealth Parties under this Agreement including, without limitation, the remedies set forth in Section 13.

(g) Nothing in this Section 4 shall derogate from the Commonwealth Parties' right to enter upon the Freight Only Rail Properties for any purpose, provided that such entry does not unreasonably interfere with Mass Coastal Freight Rail Service.

(h) Notwithstanding any provision of this Agreement to the contrary, in the event that the MBTA operates over the Freight Only Rail Properties in an infrequent and temporary manner, the MBTA shall be responsible for any and all damage to the Freight Only Rail Properties that may occur from such use.

4.4 TIGER Grant Activities

(a) The Parties acknowledge that the Commonwealth Parties have been awarded a $50,000,000 grant by the United States Department of Transportation under the Transportation Investment Generating Economic Recovery Discretionary Grant Program of the American Recovery and Reinvestment Act of 2009 for the replacement and repair of certain bridges on the Commonwealth Rail Properties (the "TIGER Grant"). The MBTA shall have the right to perform TIGER Grant Improvements on the Freight Only Rail Properties in accordance with this Section 4. Prior to the commencement of any TIGER Grant Improvements, the MBTA and Mass Coastal shall agree on the operations, dispatching and safety procedures and protocols for rail operations to which the Parties shall adhere during the completion of the TIGER Grant Improvements. The Commonwealth Parties shall provide Mass Coastal with information regarding the construction and infrastructure modifications the MBTA will undertake with regard to sidings, switches, yard tracks and other freight railroad facilities that will allow Mass Coastal to continue to conduct the Mass Coastal Freight Rail Service in accordance with the Freight Easement and applicable law during and after the implementation of the TIGER Grant Improvements, provided, however, that nothing in this sentence shall derogate from the MBTA's right to cause TIGER Service Suspensions in accordance

with Section 4.4(b). The MBTA shall consider any comments to the TIGER Grant Improvements received from Mass Coastal and make good faith efforts to incorporate any such comments into the plans and specifications for the TIGER Grant Improvements provided that such comments do not have a significant adverse effect on the cost or construction schedule of any TIGER Grant Improvements or the MBTA's planned future use of Freight Only Rail Properties for passenger service.

(b) The Parties further acknowledge that, in order to make full use of the TIGER Grant, the MBTA must cause one or more Service Suspensions on the Freight Only Rail Properties (each, a "TIGER Service Suspension"). The MBTA may cause a TIGER Service Suspension at any time between October 1, 2010 and December 30, 2011. Any TIGER Service Suspension shall be scheduled and the MBTA shall provide written notice to Mass Coastal of such TIGER Service Suspension at least fifteen (15) calendar days in advance of such TIGER Service Suspension. In the event that a TIGER Service Suspension is scheduled during a period likely to have an adverse effect on the provision of regular Mass Coastal Freight Rail Service to the Environmental Protection Agency ("EPA Freight Rail Service"), the MBTA shall cooperate with Mass Coastal and EPA to implement a procedure for providing alternative trucking service sufficient to replace the affected EPA Freight Rail Service during such period. Notwithstanding the foregoing, the MBTA shall reimburse Mass Coastal for Identifiable Lost Profits (but not gross revenues) actually suffered by Mass Coastal during and solely as the result of such alternative trucking service. In consideration of the business opportunities in New Bedford identified by Mass Coastal which will be delayed due to the TIGER Service Suspension, MBTA agrees to make available to Mass Coastal at no charge from its inventory of surplus, used track materials, switches, rail, crossties, and similar materials, for the construction or rehabilitation of up to three (3) customer sidings if and when such surplus materials are available to the MBTA and to the extent permitted by applicable law.

SECTION 5 Force Account Work

5.1 General Authority

(a) The MBTA may, to the extent permitted by applicable law and in its sole discretion, request that Mass Coastal perform Force Account Work on the Freight Only Rail Properties.

(b) All Force Account Work shall be performed in full and strict compliance with all applicable terms and conditions of this Agreement.

(c) Mass Coastal shall perform Force Account Work using Mass Coastal Employees and others as may be necessary.

(d) The MBTA shall be under no obligation to provide equipment, materials and property for the performance of Force Account Work.

5.2 Force Account Work Request

(a) The MBTA shall initiate Force Account Work Projects by delivering to Mass Coastal a Project Initiation ("PI") and/or Change Order ("CO") form. The PI shall include a description of the work to be performed, as well as any plans, specifications and requirements that the MBTA determines should govern the Force Account Work Project.

(b) In the event of an emergency or when, in the sole discretion of the MBTA, expeditious response is required, MBTA may orally request Mass Coastal to undertake necessary Force Account Work, and, if Mass Coastal agrees to perform such Force Account Work, Mass Coastal shall perform such work in the most expeditious manner possible. The MBTA shall deliver to Mass Coastal written confirmation of the Force Account Work request within forty-eight (48) hours of issuing such oral request and issue a PI or CO for the Force Account Work as soon as reasonably practicable thereafter. Within seven (7) days of the date of any PI, Mass Coastal shall either return the PI signed by Mass Coastal's authorized representative to the MBTA, or provide written notice to the MBTA indicating that Mass Coastal declines to perform the work specified in the PI. Notwithstanding any provision of this Agreement to the contrary, Mass Coastal shall be deemed to have declined to perform the work specified in a PI if Mass Coastal fails to return the signed PI within seven (7) days of the date thereof

5.3 Mass Coastal Response

Following Mass Coastal's receipt of a PI or CO form, Mass Coastal shall provide a comprehensive cost proposal for the Force Account Work Project including staffing plans, resource requirements, and itemized, auditable costs in a format approved by the MBTA. Mass Coastal shall provide this cost proposal to the MBTA as quickly as possible, with a maximum response period of twenty-one (21) days from the date of the PI or CO. Once a cost estimate is agreed upon by the Parties, the cost estimate will be included in the PI or CO. Mass Coastal shall also provide a definitive schedule that includes important milestones for completing the Force Account Work Project. The costs of the preparation and production of the required cost proposals and schedules shall be included in any such cost proposal.

5.4 Initiation of Force Account Work Projects.

Completion of the PI or CO form, including the agreed upon cost estimate, and signature by Mass Coastal's duly authorized representative and the MBTA's duly authorized representative shall constitute an agreement to perform the requested Force Account Work. Mass Coastal shall perform the Force Account Work for an amount not to exceed the amount set forth in the cost estimate authorized by the MBTA in the PI or CO, which amount shall include a negotiated management fee payable to Mass Coastal. This amount may only be increased through execution of a CO. Mass Coastal shall perform the Force Account Work according to the schedule detailed in the PI, unless the Parties execute a CO revising such schedule.

5.5 Changes to Force Account Work Projects

Changes to a PI for Force Account Work shall be initiated by execution of a CO form. Each proposed CO for a Force Account Work Project shall cite the number of the PI that the CO revises. Completion of the CO form and signature by an authorized representative of the MBTA shall constitute agreement regarding the change. No changes shall be made on the basis of oral requests, except in the event of an emergency situation as set forth in Section 5.2(b) above.

5.6 80% Expenditure Notice

Mass Coastal shall promptly notify MBTA in writing when Mass Coastal has spent or obligated eighty percent (80%) of the funds authorized for a Force Account Work Project. Such notice shall include: a description of the incomplete work and the estimated cost of completing such work; a schedule update; and notice of any unsafe condition or impact on revenue service that may arise if work on the Force Account Work Project ceases before completion.

5.7 Force Account Work Project Costs

Mass Coastal shall document all Force Account Work Direct Costs. All invoices for Force Account Work Projects submitted by Mass Coastal to the MBTA shall include the number of staff-hours and cost of labor expended; the costs of associated employee benefits; quantities and costs of materials consumed; the cost of subcontracted services; equipment usage and associated costs; and any other Force Account Work Direct Costs. Mass Coastal's cost proposals and invoices shall indicate the number of hours worked by Mass Coastal Employees on each Force Account Work Project, and shall include a calculation of Mass Coastal's total charges for such hours for each Force Account Work Project. Within the cost limit specified in the PI, the MBTA shall compensate Mass Coastal for all work actually performed pursuant to the PI, according to the provisions of Section 9.6.

5.8 Project Completion

Upon completion of a Force Account Work Project, or earlier at the sole discretion of the MBTA, the MBTA will issue to Mass Coastal a Project Completion Order. Mass Coastal shall submit all invoices of bills required for compensation under the terms of this Article within ninety (90) days of the date of such order. All claims for compensation made after that time shall be waived by Mass Coastal.

5.9 Audit and Inspection

(a) Mass Coastal shall ensure that all Force Account Work conforms to all applicable laws and the regulations and the standards which may be set forth in the applicable PI.

(b) The MBTA shall have the right to have its representative(s) present at the site of a Force Account Work Project for the purpose of inspecting work performed

and to ensure that all work is progressing according to the agreed-upon schedule. Inspections may be unannounced and conducted at any location at any time.

(c) The MBTA shall approve the quality and completeness of all Force Account Work performed by Mass Coastal. Measurement of the adherence to the requirements of this Agreement and the applicable PI shall be evaluated based on the results of inspections performed at the discretion of the MBTA, as described above. Where the Force Account Work does not meet all applicable laws, regulations, or standards, or the applicable PI specifications, the Parties shall meet promptly to determine what additional work should be performed in order to satisfy those requirements. Mass Coastal shall remedy all unsatisfactory Force Account Work at no additional cost to the MBTA.

5.10 Completion of Force Account Work

Upon termination of this Agreement with respect to all or any portion of the Freight Only Rail Properties, Mass Coastal shall continue to perform all incomplete Force Account Work only to the extent necessary to remedy any unsafe condition on the Freight Only Rail Properties, except as otherwise agreed to by the Parties.

5.11 Subcontracts

Mass Coastal may subcontract Force Account Work if it believes doing so is necessary or efficient and provided that Mass Coastal obtains the MBTA's prior written consent therefor, which consent shall not be unreasonably withheld, conditioned or delayed. No such subcontract shall relieve Mass Coastal of any obligation hereunder.

SECTION 6 PASSENGER ONLY RAIL PROPERTIES

6.1 Access to Passenger Only Rail Properties.

Mass Coastal shall have no rights to utilize the tracks and related operating facilities described on **Exhibit A** hereto as "Passenger Only Rail Properties" for any purpose, except as may otherwise be expressly provided in this Agreement. Passenger Only Rail Properties shall be used for the MBTA's Passenger Rail Service only; they shall not be used by Mass Coastal in the performance of Mass Coastal Freight Rail Service.

6.2 Control, Management, Maintenance, and Alterations.

(a) The MBTA retains the exclusive right to exercise and to perform, or to delegate or subcontract to another entity the performance of, the management, maintenance, all regulatory and operational control of Passenger Only Rail Properties, including, without limitation, dispatching and control of all trains.

(b) The MBTA shall maintain all tracks within the Passenger Only Rail Properties to whatever standard the MBTA chooses in its sole discretion, consistent with the MBTA's then current maintenance of the Passenger Only Rail Properties. Nothing in this

Agreement shall be construed to require the Commonwealth Parties to use the Passenger Only Rail Properties, or to maintain the tracks on said properties to a condition that allows use of the Passenger Only Rail Properties by any Person.

(c) Notwithstanding any provision of this Agreement to the contrary, in the event that the MBTA grants prior written approval to Mass Coastal to run trains over the Passenger Only Rail Properties in an infrequent and temporary manner, Mass Coastal shall be responsible for any damage to the Passenger Only Rail Properties that may occur from such use.

6.3 General.

Notwithstanding anything herein to the contrary, MBTA shall have the exclusive right to secure such approvals of regulatory or governmental bodies for such work on Passenger Only Rail Properties as may be necessary, including, without limitation, the FRA and Massachusetts Department of Public Utilities, and no approval of Mass Coastal shall be required for the performance of any work on Passenger Only Rail Properties.

6.4 Emergency Access

The Commonwealth Parties hereby grant to Mass Coastal the right to enter upon and to utilize the Passenger Only Rail Properties on such emergency basis as the Parties determine to be necessary, but at the direction and control of the Commonwealth Parties, *provided* that such use (a) does not unreasonably interfere with the Commonwealth Parties' use of the Passenger Only Rail Properties, and (b) shall be subject to all other provisions of this Agreement.

SECTION 7 JOINT USAGE RAIL PROPERTIES.

7.1 Access to Joint Usage Rail Properties.

Consistent with the Freight Easement and subject to this Agreement, Mass Coastal may use the Joint Usage Rail Properties to provide Mass Coastal Freight Rail Service.

7.2 Limitations on Access Rights.

The rights of Mass Coastal to use Joint Usage Rail Properties, as described above, shall be limited as follows:

(a) Joint Usage Rail Properties shall be jointly used by Mass Coastal for Mass Coastal Freight Rail Service and related uses and by the MBTA for the MBTA Commuter Rail Services, Reconstruction Activities, and related uses, in accordance with the terms set forth herein. Nothing in this Agreement shall derogate from the MBTA's right to utilize, directly or through its Operating Contractor, or to permit other carrier(s) to utilize any portion of the Joint Usage Rail Properties for the provision of the MBTA Commuter Rail Services, including without limitation, long-haul intercity service as well as commuter service.

(b) The MBTA shall establish a dispatching protocol for the Joint Usage Rail Properties that (i) will minimize negative impacts on each Party's trains in all time periods, and (ii) will allow reasonable flexibility within the structure described herein in order to accommodate the movement of each other's trains, *provided however,* that the MBTA shall have the exclusive right to schedule commuter rail trains and that in all circumstances a scheduled commuter rail train shall hold a priority for as long as it maintains its schedule within a period no longer than ten minutes later than its scheduled time.

7.3 Control and Management.

(a) MBTA retains the exclusive right to exercise and to perform, or to delegate or subcontract to another entity, the performance of the management, regulatory and operational control of any and all rail service over Joint Usage Rail Properties including, without limitation, dispatching and control of all trains. In the exercise of its control over Joint Usage Rail Properties, the MBTA will give priority to the MBTA passenger trains over all other train scheduling, dispatching and control, including without limitation freight service, but will make all reasonable efforts to expedite the movement of freight trains, including expediting repairs to lines, removing obstructions, and scheduling regular maintenance and repair programs at hours which will not unreasonably interfere with such movement.

(b) MBTA shall ensure that its contractors and subcontractors performing work or services on the Joint Usage Rail Properties perform and complete their respective work or services in accordance with this Agreement for the provision of such work or services.

7.4 Maintenance

(a) MBTA shall provide all Maintenance Services for Joint Usage Rail Properties. All Maintenance Services shall be undertaken in a manner so as to minimize interference with train operations. In all circumstances where a track outage is required for the performance of maintenance (except emergency maintenance services), such maintenance work shall be scheduled and the MBTA shall provide written notice to Mass Coastal of such maintenance work at least fifteen (15) calendar days in advance of any such track outage. Notwithstanding the foregoing, the MBTA shall make reasonable efforts to provide such written notice at least thirty (30) days in advance of any such track outage.

(b) If Mass Coastal requests that the MBTA maintain a portion of the Joint Usage Rail Properties to a standard that exceeds the Maintenance Standard, the MBTA shall perform all work required to meet such standard, and Mass Coastal shall be responsible for all incremental costs and expenses of maintaining such property to the standard requested by Mass Coastal. The MBTA shall provide Mass Coastal with at least thirty (30) days prior written notice of any proposed changes to the Maintenance Standard that are likely to affect Mass Coastal's operations.

(c) MBTA shall provide and furnish all labor, administrative, professional, and supervisory personnel necessary for its performance of the Maintenance Services under this Section 7.4. All the MBTA personnel or the MBTA contractor personnel involved in any aspect of providing services under this Agreement shall be subject to the direction, supervision, and control of the MBTA, and not Mass Coastal. The MBTA shall be solely responsible for all labor relations issues relating to the MBTA Employees that arise in connection with the performance of services under this Agreement.

(d) Unless otherwise stated explicitly in this Agreement, the MBTA shall be responsible for the costs of materials, equipment, management, and other expenses required for its performance of the Maintenance Services under this Section 7. If Mass Coastal desires construction, alterations or improvements on the Joint Usage Rail Properties, it shall submit a request to the MBTA in writing which specifies the work which Mass Coastal requests the MBTA to perform on Mass Coastal's account. The MBTA shall perform such work at Mass Coastal's sole cost and expense pursuant to Section 9.2, provided that such work will not have an adverse effect on MBTA Passenger Rail Services or the MBTA's property, as determined by the MBTA in its sole discretion.

(e) The provisions of this Section do not apply to or otherwise affect the Freight Only Rail Properties.

7.5 The Reconstruction Commencement Date

The MBTA shall provide written notice to Mass Coastal (the "Reconstruction Commencement Notice") advising Mass Coastal of the date on which the MBTA intends to commence Reconstruction Activities on the South Coast Rail Properties (the "Reconstruction Commencement Date") at least 60 days prior to any such Reconstruction Commencement Date. As of the Reconstruction Commencement Date, all Freight Only Rail Properties included within the South Coast Rail Properties shall automatically convert to Joint Usage Rail Properties for the purposes of this Agreement unless otherwise specified in writing by the MBTA.

7.6 Reconstruction

(a) Prior to the commencement of Reconstruction Activities, the MBTA shall draft, in consultation with Mass Coastal, a Reconstruction Coordination Plan which shall set forth the operations, dispatching and safety procedures and protocols for rail operations and dispatching during the completion of the Reconstruction Activities (the "Reconstruction Coordination Plan"). The Reconstruction Coordination Plan shall specify in detail the construction and infrastructure modifications the MBTA will undertake with regard to sidings, switches, yard tracks and other freight railroad facilities that will allow Mass Coastal to continue to conduct the Mass Coastal Freight Rail Service in accordance with the Freight Easement, this Agreement and applicable law during and after the implementation of the Reconstruction Activities provided, however, that nothing in this sentence or any Reconstruction Coordination Plan shall derogate from the MBTA's right to cause a Service Suspension in accordance with Section 7.6(c). The

MBTA shall provide Mass Coastal with a reasonable opportunity to comment on the Reconstruction Coordination Plan. The MBTA shall consider any comments to the Reconstruction Coordination Plan received from Mass Coastal and make good faith efforts to incorporate any such comments into the Reconstruction Coordination Plan provided that such comments do not have a significant adverse effect on the cost or construction schedule of any Reconstruction Activities or the MBTA's planned future use of the Joint Use Rail Properties for passenger service. During the Reconstruction Period, Mass Coastal shall conduct Mass Coastal Freight Rail Service in accordance with the Reconstruction Coordination Plan.

(b) The MBTA shall make available to Mass Coastal all plans and specifications for the South Coast Rail Project right of way that materially affect Mass Coastal Freight Rail Service, and provide Mass Coastal with a reasonable opportunity to provide comment thereon. The MBTA shall consider any comments received from Mass Coastal, but Mass Coastal shall have no right to approve or disapprove any such plans or specifications.

(c) Notwithstanding any provision of this Agreement to the contrary, Mass Coastal hereby agrees that the Commonwealth Parties may cause one or more Service Suspensions or Extended Service Suspensions during the Reconstruction Period in order to perform the Reconstruction Activities provided that any such Service Suspension or Extended Service Suspension shall be scheduled and the MBTA shall provide written notice to Mass Coastal of such Service Suspension or Extended Service Suspension at least fifteen (15) days in advance of such Service Suspension or Extended Service Suspension. Prior to any Extended Service Suspension, the MBTA and Mass Coastal shall agree to a Mitigation Plan.

7.7 The Passenger Service Commencement Date

The MBTA shall provide written notice to Mass Coastal (the "Passenger Service Commencement Notice") advising Mass Coastal of the date on which the MBTA or its Operating Contractor intends to commence the MBTA Commuter Rail Service on the Joint Usage Rail Properties and the Passenger Only Rail Properties (the "Passenger Service Commencement Date") at least sixty (60) days prior to the Passenger Service Commencement Date.

SECTION 8 ACCESS, ALTERATIONS AND GOVERNMENTAL APPROVALS

(a) Mass Coastal, at its own cost and expense, may install switches and sidings, including any associated signaling to serve new locations on the Freight Only Rail Properties and the Joint Usage Rail Properties. All such installations shall be subject to the prior written approval of the MBTA, which approval shall not be unreasonably withheld, conditioned or delayed. The MBTA shall make reasonable efforts to provide any such written approval within sixty (60) days of the date Mass Coastal first requests such approval.

(b) Except as expressly provided herein, nothing in this Agreement shall be construed to grant to Mass Coastal a right to approve actions by the Commonwealth Parties affecting the Commonwealth Rail Properties including, without limitation, alterations thereto, the Reconstruction Activities, relocations, use of air or subsurface rights for development or other purposes, and granting of easements for utilities and crossings.

(c) Nothing in this Agreement shall derogate from the MBTA's right solely to perform all maintenance, construction, alterations or improvements of any kind on the Commonwealth Rail Properties which are determined to be necessary by the MBTA.

(d) Subject to and consistent with the other provisions of this Agreement, the MBTA may grant access to the Commonwealth Rail Properties to third parties, including but not limited to utilities providers, to perform work on such third parties' own behalf. The MBTA shall provide at least fourteen (14) days prior written notice (or with respect to emergency services, such lesser notice as is reasonable in the circumstances) to Mass Coastal of all such work that will have an impact on Mass Coastal operations and obtain Mass Coastal's consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. To the extent that any such work by third parties is performed on Freight Only Rail Properties, such work will be performed in accordance with the operational and dispatching rules and regulations of Mass Coastal and such third parties shall be obligated to have received or to procure from Mass Coastal any railway worker protection training, flagging, employee in charge and other such services as are reasonably and customarily required by Mass Coastal and to compensate Mass Coastal in accordance with its customary policies and procedures for the provision of such required training, protection and other mandatory services.

(e) Notwithstanding anything herein to the contrary, the MBTA shall have the right to secure such approvals of regulatory or governmental bodies for such work on the Commonwealth Rail Properties as may be necessary, including, without limitation, the FRA and Massachusetts Department of Public Utilities and no approval of Mass Coastal shall be required for the performance of any work on the Commonwealth Rail Properties, except as may be expressly provided herein.

(f) The Parties agree that constructing the South Coast Rail Project and any TIGER Grant Improvements to accommodate trains having a gross rail load of up to 286,000 pound is a shared goal of the Parties. Mass Coastal shall be permitted to operate trains having a gross rail load of up to 286,000 pounds on any portion of the Freight Only Rail Properties and the Joint Usage Rail Properties that are designed and maintained to accommodate a gross rail load of 286,000 pounds provided that such use is performed in accordance with this Agreement.

(g) The MBTA shall maintain vertical track clearances on the Joint Usage Rail Properties of at least 18 feet. The MBTA shall maintain all other track clearances (i.e., non-vertical clearances) on the Joint Usage Properties that meet or

exceed the clearances set forth in AAR Equipment Diagram (Plate) "H" in effect as of the Effective Date. The clearance requirements set forth in this Section shall apply to all or any portion of an overhead catenary system so as to ensure the safe movement of rail cars. Notwithstanding the foregoing, the issuance of special handling documents commonly referred to as a "Clearance Wire" and/or operating rules shall not be considered to diminish the clearance standards set forth in this Section.

(h) In the event that Positive Train Control systems are required for Mass Coastal Freight Rail Service to operate on the Joint Usage Rail Properties, then the MBTA shall acquire and install PTC Equipment in the greater of (i) two (2) Mass Coastal locomotives or (ii) such number of Mass Coastal locomotives reasonably determined by Mass Coastal to require PTC Equipment in connection with Mass Coastal Freight Rail Service on the Joint Usage Rail Properties as of the Passenger Service Commencement Date, provided that such number of locomotives and evidence supporting such determination are provided to the Commonwealth Parties in writing at least six (6) months prior to the Passenger Service Commencement Date. Notwithstanding the foregoing, the MBTA shall not install PTC Equipment in any locomotive that is not otherwise capable or permitted under law to operate on the Joint Usage Rail Properties.

SECTION 9 COMPENSATION

9.1 Elements of Compensation.

Except for fees, charges and reimbursements expressly provided for elsewhere in this Agreement, the sole compensation to the Commonwealth Parties for all services to be rendered by it pursuant to the terms of this Agreement (including, without limitation, all maintenance and dispatch services), shall be:

(a) On and after the Reconstruction Commencement Date, a Car Mile charge subject to revision from time to time as provided in Section 9.5 below, equal to $0.433 per Car Mile of Mass Coastal trains over the Joint Usage Rail Properties (the "Car Mile Charge") unless waived pursuant to Section 12.2;

(b) Costs identified in Section 9.2 below.

9.2 Mass Coastal Reimbursement of the Commonwealth Parties

In the event that Mass Coastal is obligated to reimburse the Commonwealth Parties for any cost or expense pursuant to the terms hereof, Mass Coastal shall reimburse the Commonwealth Parties for the actual, auditable costs of such work, plus a management fee equal to 16% of the amount of such costs.

9.3 Payment.

Within fourteen (14) days of the end of each calendar month, Mass Coastal shall send to the MBTA written notice of the number of Car Miles traveled on the Joint Usage Rail Properties. The MBTA shall calculate the amount due (the "Car Mile Payment") for such month by

multiplying the number of Car Miles traveled by the Car Mile Charge, and shall send Mass Coastal an invoice for such amount within thirty (30) days of receiving notice of the Car Miles traveled.

Mass Coastal shall pay the Car Mile Payment for each month within ninety (90) calendar days of the last day of such month. Any such payments shall show the number of Car Miles, as applicable, traveled during the applicable month on the Joint Usage Rail Properties.

9.4 Audit of Car Miles Traveled.

MBTA shall have the right to audit the number of Car Miles traveled by Mass Coastal on the Joint Usage Rail Properties and the Passenger Only Rail Properties, and Mass Coastal shall, within thirty (30) days of a request for information, provide the MBTA with information supporting the number of Car Miles reported by Mass Coastal for any period specified by the MBTA. Any discrepancies reconciled between the Parties shall be adjusted to the accounts of the next month. Mass Coastal's car mileage records shall be available during regular business hours for inspection by the MBTA.

9.5 Revision of the Car Mile Charge.

Beginning July 1, 2010, and each July thereafter, the Car Mile Charge shall be increased or decreased by the same percentage by which the cost of labor and material, excluding fuel, as reflected in the Annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Recovery Index" and supplements thereto (the "Annual Indexes"), issued by the Association of American Railroads ("AAR") (or if such index ceases to be published, a generally recognized index which is substantially equivalent to such Annual Indexes) has increased or decreased with each change to become effective July 1st of each calendar year. In making such determination, the final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Car Mile Charge shall be revised by calculating the percent of increase or decrease in the index of the latest calendar year (2009 Index for the first annual adjustment) as related to the index for the previous calendar year (2008 Index for the first annual adjustment) and applying that percent to the Car Mile Charge. By way of example, assuming "A" to be the "Material prices, wage rates and supplements combined (excluding fuel)" final index figure for 2008; "B" to be the "Material prices, wage rates and supplements combined (excluding fuel)" final index figure for 2009; "C" to be the Car Mile Charge; and "D" to be the percent of increase or decrease; the revised Car Mile Charge stated herein would be revised by the following formula:

(1) $(B - A)/A = D$

(2) $(D \times C) + C$ = revised Car Mile Charge effective upon the July 1 of the year being revised.

In the event the base for the Annual Indexes shall be changed from the year 1977, appropriate revision shall be made.

9.6 Charges for Force Account Work

(a) The MBTA shall pay Mass Coastal for Force Account Work Projects in an amount not to exceed the amount agreed to by the MBTA pursuant to Section 5, plus a negotiated management fee applied to such Force Account Work Direct Costs.

(b) Mass Coastal shall submit monthly invoices for any Force Account Work by the tenth (10th) day of each month in which such Force Account Work is performed or is to be performed (a "Force Account Invoice"). Each complete Force Account Invoice shall include an itemization, with appropriate supporting documentation, of any charges for Force Account Work performed or to be performed in that month including the number of staff-hours and cost of labor expended; the costs of associated employee benefits; quantities and costs of materials consumed; the cost of subcontracted services; equipment usage and associated costs; and any other allowable Force Account Work Direct Costs for performing Force Account Work. In each Force Account Invoice, Mass Coastal shall certify in writing that the information provided is factually accurate and verifiable.

(c) The MBTA shall review each Force Account Invoice and shall make appropriate adjustments in the amount of the payment to Mass Coastal therefor to reflect the amount of any underpayment or overpayment in connection with the payment of any prior Force Account Invoice. The MBTA shall provide Mass Coastal a detailed statement that reconciles the amount invoiced and the amount paid, no later than the payment date of the invoice.

(d) Except as otherwise provided in this Section, the MBTA shall pay each complete Force Account Invoice by the fifteenth (15th) business day of the month in which the Force Account Work is performed or is to be performed.

(e) The MBTA may withhold payment of a Force Account Invoice if such Force Account Invoice has not been submitted by the tenth (10th) day of the month in which such Force Account Work is performed or is to be performed, but in no event shall the MBTA withhold payment pursuant to this sentence beyond the tenth (10th) day of the following month. Provided that any Force Account Invoice is timely received by the MBTA, the MBTA shall notify Mass Coastal of any incomplete Force Account Invoice by the fifteenth day (15th) of that month. Once a complete Force Account Invoice has been submitted by Mass Coastal following such notification, the MBTA shall within two business days of receipt of all such completed Force Account Work Invoice pay the amount of the invoice to the Contractor.

(f) In the event MBTA does not agree with any item in a Force Account Invoice submitted by Mass Coastal, it shall promptly notify Mass Coastal of the item with which it disagrees, along with a statement of the reason for its disagreement

and its view as to the correct amount payable. Such notification shall occur as soon as reasonably practicable but in no event later than ten (10) calendar days following the date the item came to the attention of the MBTA. Mass Coastal shall immediately revise any Force Account Invoice to correct errors identified by the MBTA. The Parties shall promptly confer on any other items in a Force Account Invoice to which the MBTA has taken exception. In the event the Parties are unable to reach agreement, the MBTA shall pay the undisputed portion of such Force Account Invoice, but may withhold from its payment to Mass Coastal the amount that the MBTA asserts is in excess of the amount that should have been paid.

(g) In the event Mass Coastal does not agree with any item in a monthly payment made by the MBTA, it shall promptly notify the MBTA of the item with which it disagrees, along with a statement of the reason for its disagreement. The Parties shall meet promptly thereafter to attempt to resolve such disagreement.

(h) The MBTA shall withhold from the final payment for the month in which a Force Account Work Project is scheduled to be completed an amount which the MBTA believes, in good faith, to be sufficient to address any potential overpayments that need to be reconciled in connection with the final Force Account Invoice and any items where deficiencies in the Force Account were found. Upon completion of any Force Account Work Project, Mass Coastal shall submit to the MBTA a final Force Account Invoice for such Force Account Project, together with any other financial or accounting information needed to reconcile amounts due to Mass Coastal with respect to the Force Account Work Project. The MBTA shall pay all amounts in such final Force Account Invoice not in dispute within thirty (30) days after the date of receipt of the final Force Account Invoice. The Parties shall meet promptly to attempt to resolve any remaining disputed costs or charges or other outstanding issues. Any amount withheld that is later determined to be due to Mass Coastal shall be paid to Mass Coastal within thirty (30) days after such determination.

(i) In the event that the MBTA determines that Mass Coastal's financial stability or ability to perform a Force Account Work Project during any given month is in doubt, the MBTA may notify Mass Coastal that it will pay Mass Coastal on a weekly or bi-weekly basis until the MBTA determines in its sole discretion that Mass Coastal's financial stability or ability to perform the Force Account Work Project is no longer in doubt. In such an event, Mass Coastal shall continue to provide Force Account Invoices pursuant to the provision of this Section.

(j) In the event of a failure to reach agreement on a disputed Force Account Invoice or payment described in this Section, either Party may submit the matter to dispute resolution under Section 14 of this Agreement.

9.7 Reimbursement for Identifiable Lost Profits

In the event that the MBTA is required to reimburse Mass Coastal for Identifiable Lost Profits pursuant to the terms of this Agreement, the Parties shall use good faith efforts to

determine the amount of any such Identifiable Lost Profits. Once the Parties agree on an amount of Identifiable Lost Profits due to Mass Coastal, Mass Coastal shall deliver an invoice to the MBTA detailing such agreed upon Identifiable Lost Profits (a "Lost Profits Invoice"). If the MBTA fails to pay any amounts set forth in a Lost Profits Invoice within 90 days of the receipt thereof, interest on such unpaid amounts shall accrue at the Effective Interest Rate beginning on the 91st day following the MBTA's receipt of the relevant Lost Profits Invoice.

SECTION 10 TERM

This Agreement shall commence on the Effective Date and shall be for a Term of thirty (30) years, unless terminated earlier pursuant to its terms. Notwithstanding the foregoing, the Parties agree that this Agreement shall remain in full force and effect during any interim period between the end of the Term of this Agreement (or the termination hereof for any reason other than mutual agreement of the Parties) and the execution of a new, revised, or extended operating agreement covering all of the Commonwealth Rail Properties. The Parties acknowledge that expiration or termination of this Agreement will not affect the validity, continuation or perpetual nature of the Freight Easement or any other easement rights vested in Mass Coastal with regard to the South Coast Rail Properties.

SECTION 11 INDEMNIFICATION, LIABILITY AND INVESTIGATION

11.1 General

Financial responsibility for liability for personal injury or property damage shall be allocated as provided in this Section 11. For the purpose of this Section 11, no Party shall be deemed to be a "contractor" of any other Party.

11.2 Mass Coastal Employees

Mass Coastal shall defend, indemnify, and save harmless the Commonwealth Parties and the Commonwealth Employees, irrespective of any negligence or fault of, or control by the Commonwealth Parties or the Commonwealth Employees, or howsoever the same shall occur or be caused, from any and all liability, damage or expense of any kind whatsoever, including reasonable attorneys' fees, arising out of injury to or death of any Mass Coastal Employee, or destruction of any property of any such Mass Coastal Employee. Mass Coastal Employees who are involved in Mass Coastal's provision of services to the Commonwealth Parties under this Agreement shall be regarded as Mass Coastal Employees, and not as employees of the Commonwealth Parties.

11.3 MBTA Employees

MBTA shall defend, indemnify, and save harmless Mass Coastal and Mass Coastal Employees, irrespective of any negligence or fault of, or control by Mass Coastal or Mass Coastal Employees, or howsoever the same shall occur or be caused, from any and all liability, damage or expense of any kind whatsoever, including reasonable attorneys' fees, arising out of injury to or death of any the MBTA Employee, or destruction of any property of any such the MBTA Employee. The MBTA Employees who are involved in the MBTA's provision of

services to Mass Coastal under this Agreement shall be regarded as the MBTA Employees, and not as employees of Mass Coastal.

11.4 Mass Coastal Property

Mass Coastal shall defend, indemnify, and save harmless the Commonwealth Parties and the Commonwealth Employees, irrespective of any negligence or fault of, or control by same, or howsoever the same shall occur or be caused, from any and all liability, damage or expense of any kind whatsoever, including reasonable attorney's fees, arising out of loss of, damage to, or destruction of any property, real or personal, owned by, leased to or otherwise under the control of Mass Coastal, including, without limitation, Mass Coastal trains, ladings and all other contents thereof.

11.5 MBTA Property

MBTA shall defend, indemnify, and save harmless Mass Coastal and Mass Coastal Employees, irrespective of any negligence or fault of, or control by same, or howsoever the same shall occur or be caused, from any and all liability, damage or expense of any kind whatsoever, including reasonable attorney's fees, arising out of loss of, damage to, or destruction of any property, real or personal, owned by, leased to or otherwise under the control of the MBTA, including, without limitation, the MBTA trains, ladings and all other contents thereof.

11.6 Hazardous Materials

(a) Notwithstanding any other provision herein to the contrary, Mass Coastal shall defend, indemnify, and save harmless the Commonwealth Parties from any and all liability, damage, or expense, including reasonable attorneys' fees, arising out of injury to or death of any person, or arising out of loss of, damage to, or destruction of any property of any Party, any Party's employees or any other Person resulting from the transportation or use of Hazardous Materials by Mass Coastal or Mass Coastal's Employees.

(b) Notwithstanding any other provision herein to the contrary, the MBTA shall defend, indemnify, and save harmless Mass Coastal from any and all liability, damage, or expense, including reasonable attorneys' fees, arising out of injury to or death of any person, or arising out of loss of, damage to, or destruction of any property of any Party, any Party's employees or any other Person, resulting from transportation or use of Hazardous Materials by the MBTA or the MBTA's Employees.

11.7 Passengers and Other Third Parties

(a) Except as otherwise provided herein, Mass Coastal shall defend, indemnify, and save harmless the Commonwealth Parties from any and all liability, damage, or expense, including reasonable attorneys' fees, arising out of injury to or death of any passenger or Person, or arising out of loss of, damage to, or destruction of any property of any Person, resulting from the negligence or fault of Mass Coastal or Mass Coastal's Employees.

(b) Except as otherwise provided herein, the MBTA shall defend, indemnify, and save harmless Mass Coastal from any and all liability, damage, or expense, including reasonable attorneys' fees, arising out of injury to or death of any passenger or Person, or arising out of loss of, damage to, or destruction of any property of any Person, resulting from the negligence or fault of the MBTA or the MBTA's Employees.

(c) Except as otherwise provided herein, if liability, damage or expense of any kind whatsoever arises out of injury to or death of any passenger or Person, or arises out of loss of, damage to, or destruction of any property of any passenger or Person, as a result of the negligence or fault of both Mass Coastal and the MBTA, or their respective employees or other contractors, the obligations of the Parties to indemnify each other pursuant Sections 11.7(a) and 11.7(b) above shall be apportioned on the same basis as would arise under applicable common law and statutory principles of law concerning tort liability, contribution and indemnification.

11.8 No Third Party Beneficiaries, Other Remedies

Nothing expressed or implied in this Section 11 is intended to or shall be construed to: (A) confer upon or to give any person, firm, partnership, corporation or governmental entity other than the Parties, their respective legal representatives, successors or assigns any right or benefit under or by reason of this Section 11, or (B) limit or restrict any Party hereto from seeking damages, redress or other relief from any person, firm, partnership, corporation or governmental entity other than the Parties, their respective legal representatives, successors or assigns.

11.9 Administration of Claims

(a) Except as provided in Section 11.9(b) below, all claims, injuries, deaths, property damages and losses arising out of or connected with this Agreement shall be investigated, adjusted and defended by the Party bearing the liability, cost and expense therefor under the provisions of this Agreement.

(b) Mass Coastal will investigate, adjust and defend all freight loss and damage claims filed with it in accordance with applicable provisions of law and all claims, injuries and deaths of Mass Coastal's Employees, for which either Mass Coastal or the MBTA solely or Mass Coastal and the MBTA jointly may have any liability under the provisions of this Agreement.

(c) The Party hereto receiving notice of the filing of a claim will promptly notify the other Parties of such filing where liability therefor may be joint or that of another Party. The MBTA and Mass Coastal will cooperate with each other in all such investigations, adjustments, and defenses, and the MBTA and Mass Coastal will provide each other, upon request therefor, a copy of all documents and written communications and produce witnesses, experts or exhibits in their employment or

control to assist in the preparation and defense of any such claim and/or litigation with respect thereto.

(d) In the event a claim or suit is asserted against any Party which is another Party's duty hereunder to investigate, adjust or defend, then, unless otherwise agreed, such other Party shall, upon request, take over the investigation, adjustment and defense of such claim or suit, and the Party relieved of duties in respect of such claim or suit shall cooperate as requested by the Party investigating, adjusting or defending said claim or suit.

(e) All costs and expenses in connection with the investigation, adjustment and defense of any claim or suit under this Agreement shall be included as costs and expenses in applying the liability provisions set forth in this Agreement.

(f) Mass Coastal shall not settle or compromise any claim, demand, suit or cause of action of any Mass Coastal Employee for which the MBTA has any liability under this Agreement without the concurrence of the MBTA if the consideration for such settlement or compromise exceeds Fifty Thousand and no/100 Dollars ($50,000.00).

(g) It is understood that nothing in this Section 11.9 shall modify or waive the conditions, obligations, assumptions, or apportionments provided in Section 11 or elsewhere in this Agreement.

SECTION 12 INSURANCE

12.1 Freight Only Rail Properties

Mass Coastal shall procure and maintain general liability insurance with respect to Mass Coastal Freight Rail Service with minimum limits of not less than $5,000,000 per occurrence and in the aggregate. Mass Coastal shall also procure and maintain worker's compensation insurance, employer liability and other insurance as required by law. All insurance herein provided for shall be in such form and written by such companies as may be reasonably approved by the Commonwealth Parties, which approval shall not be unreasonably withheld. Mass Coastal will deliver to the Commonwealth Parties certificates of all policies of property insurance required under this Agreement.

12.2 Joint Usage Rail Properties

Prior to the Reconstruction Commencement Date and prior to the commencement of Mass Coastal Freight Rail Service on any Joint Usage Rail Properties, Mass Coastal shall seek quotes from insurance providers regarding the cost and terms of insurance policies with commercially reasonable limits covering Mass Coastal's liabilities under Section 11 on the Joint Usage Rail Properties for liability above and beyond $7,500,000 per occurrence and in the aggregate (the "Additional Insurance"). The Parties shall consider strategies for obtaining the Additional Insurance that takes advantage of available efficiencies. In the event that Mass Coastal reasonably determines that the cost of the Additional Insurance is inconsistent with the

continued economic viability of Mass Coastal Freight Rail Service on the Joint Usage Rail Properties, the Commonwealth Parties shall be required to select and implement one of the following actions:

(a) Waive the Car Mile Charge on the first 16,500 Car Miles per month on the Joint Usage Rail Properties;

(b) Add Mass Coastal as an additional insured to the MBTA's general liability policy of insurance for MBTA Commuter Rail Service, which additional insurance rider shall expressly cover losses caused by Mass Coastal; or

(c) Implement such other risk management plan as may be acceptable to the Parties.

Notwithstanding any provision of this Section to the contrary, the Parties hereby agree that the Additional Insurance shall not include, and the Commonwealth Parties shall have no obligation with respect to, any cost or premiums for any insurance policy, or portion of any insurance policy, covering the first $7,500,000 of Mass Coastal's per occurrence liabilities under Section 11.

SECTION 13 DEFAULT AND BREACH; TERMINATION

13.1 Default and Breach

(a) Each of the following shall constitute an "Event of Default" under this Agreement:

(1) Any late payment of compensation under Section 9 or other provisions of this Agreement remaining outstanding for more than four (4) months from its due date;

(2) The commencement of any proceeding by or against Mass Coastal or by the MBTA which might result in any modification of the obligations hereunder under any bankruptcy, insolvency or similar law, unless all of the obligations of such party shall have been duly assumed by a trustee or successor to such party within sixty (60) days after such proceeding shall have commenced;

(3) The failure to perform any other covenant or obligation in this Agreement, which failure shall have continued for more than thirty (30) days following the date of written notice thereof.

(b) If an Event of Default shall occur, the Party not in default may exercise any or all of the following remedies:

(1) Terminate this Agreement by and upon sixty (60) days written notice to the defaulting Party; or

(2) Regardless of whether this Agreement is terminated pursuant to Section 13.1(b)(1), pursue any other remedy at law or in equity in any state or federal court in Massachusetts, subject to the provisions of Section 14.

(c) The Parties hereto expressly acknowledge that the nature and purpose of this Agreement is such that damages may not be an adequate remedy for any default or breach so occurring, and that equitable relief, such as injunction, mandatory or otherwise, including specific performance, may be necessary in the event a Party fails to cure a breach or default so occurring; in such case, the aggrieved Party may take such legal action as it deems appropriate and may file immediately any and all pleadings in any state or federal court in Massachusetts to secure an injunction of the action or inaction resulting in such default or breach, pending resolution of the matter pursuant to the dispute resolution procedures set forth in Section 14 below; and that, except with respect to the seeking of such equitable relief, any and all controversies arising out of or connected with any default or breach so occurring shall be resolved exclusively by dispute resolution and arbitration in accordance with the provisions of Section 14 hereof. Nothing contained in this Section 13 shall be construed to limit or restrict the Parties' rights and obligations under Section 13.2.

(d) An Event of Default shall not be waived or satisfied by the failure of a Party to provide written notice thereof to another Party, nor shall a failure to provide written notice be considered a waiver of any other remedies available to any Party under this Agreement or otherwise.

13.2 Termination; Effect of Termination

(a) This Agreement may be terminated as provided in Section 13.1 or by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree to. Such termination shall be effective in accordance with a written agreement by the Parties. Termination under this Section shall not constitute a waiver of the rights of any Party to damages or other remedies related to this Agreement, except to the extent that the mutual agreement terminating this Agreement so specifies. The Parties agree and acknowledge that any termination of this Agreement does not affect the validity, continuation or perpetual nature of the Freight Easement with regard to the South Coast Rail Properties.

(b) This Agreement shall terminate with respect to portions of the Commonwealth Rail Properties (i) at such time as Mass Coastal or the Commonwealth Parties secures and exercises Appropriate Statutory and Regulatory Authority to abandon and/or discontinue all Mass Coastal Freight Rail Service on such portions of the Commonwealth Rail Properties, or (ii) in the event that such authority is not required, at such time as Mass Coastal, its successors or assigns, designates in a written notice of termination of this Agreement with respect to such portions of the Commonwealth Rail Properties, which written notice shall be given to the MBTA at least six (6) months in advance of the date so designated for termination, *provided however*, such portions of the Commonwealth Rail Properties shall continue to be subject to applicable law.

(c) Expiration or termination of this Agreement for any reason, in whole or in part, shall not relieve or release any Party from any obligation assumed or from any liability which may have arisen or been incurred by any Party under the terms of this Agreement prior to the expiration or termination hereof. The foregoing provision shall apply whether or not it is so expressly stated elsewhere in this Agreement, including without limitation, where a right of termination, in whole or in part, is expressly accorded either or both of the Parties.

SECTION 14 DISPUTE RESOLUTION

14.1 Settlement of Disputes.

Both Parties to this Agreement shall make every reasonable effort to settle any dispute concerning the interpretation, application or enforcement of this Agreement by prompt and diligent discussions and negotiations.

14.2 Informal Consideration by the Parties.

Any dispute that cannot be resolved pursuant to Section 14.1 above within thirty (30) business days after it arises (or such other time as the Parties may agree in writing), may be submitted at the written request of any Party to the MBTA's Director of Railroad Operations and the individual designated by Mass Coastal. These individuals shall discuss and attempt to resolve the dispute. In the event that the dispute remains unresolved twenty (20) business days after its submission (or such other time as the Parties may agree), the matter may be referred in writing by any Party to the MBTA's General Manager and Mass Coastal's President for consideration and resolution. If the dispute still remains unresolved thirty (30) calendar days after its referral to the MBTA's General Manager and Mass Coastal's President under this paragraph, the Parties may jointly agree to submit the matter to meditation under Section 14.3, below, or any Party may commence arbitration in accordance with Section 14.4 below.

14.3 Mediation.

(a) Either the Commonwealth Parties or Mass Coastal may request mediation of any unresolved dispute under this Section 14.3. If a Party elects mediation and any other Party declines to have the dispute resolved by mediation under this Section, or if the Parties undertake mediation and one of the Parties unreasonably delays the expeditious conclusion of same, the aggrieved Party may proceed with other remedies available under this Agreement.

(b) The Commonwealth Parties and Mass Coastal shall jointly select an independent mediator within twenty-one (21) calendar days after the submittal of a dispute under this Section 14.3. The independent mediator shall be properly qualified in the areas of surface transportation finance and the surface transportation industry, and have experience in the analysis of transportation operating and capital costs and revenues.

(c) The mediator shall meet with the Parties within twenty-one (21) days after his or her selection to attempt to mediate and resolve the dispute. If mediation efforts are unsuccessful after sixty (60) calendar days, the mediator shall, after consideration of the Parties' positions and written submissions (if so requested) issue written recommendations for resolution of the dispute. All meetings and proceedings shall be held in Boston, Massachusetts, at a time and location acceptable to both Parties.

(d) During the pendency of such mediation proceedings, the performance by both Parties of this Agreement shall continue in the same manner as before such controversy arose, unless the mediator shall make a preliminary ruling to the contrary.

(e) Each Party shall share equally the costs and expenses of any mediation conducted pursuant to this Section.

14.4 Arbitration.

It is the desire and intent of the Parties hereto to avoid the expense and delay inherent in litigation; therefore, Mass Coastal and the Commonwealth Parties agree that whenever a Party desires to commence the arbitration process it shall provide written notice thereof to the other Parties and the following provisions shall apply:

(a) Except as is otherwise expressly provided in this Agreement, any dispute (including, without limitation, disputes regarding whether a matter is subject to arbitration under this Agreement) under this Agreement shall be settled exclusively in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award entered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration shall be held in Boston, Massachusetts. It is the intent of the Parties hereto that the agreement to arbitrate contained in this Section shall be valid and irrevocable, and shall be specifically enforceable by either of the Parties hereto from and after the date of this Agreement. In interpreting this Agreement and resolving any dispute hereunder, the arbitrator(s) shall apply the laws of the Commonwealth of Massachusetts. In the event of Arbitration, each Party shall pay the compensation, costs, fees and expenses of its own witnesses, exhibits and counsel. The compensation, costs, fees and expenses of the arbitrator(s) and the American Arbitration Association shall be paid equally by the Parties.

(b) The Parties agree that neither the provisions of Section 14.4(a) nor Section 14.3 shall be applicable to, nor shall they be used: (i) to alter, amend, change, modify, add to or subtract from any of the provisions of this Agreement, except to the extent mutually agreed to by the Commonwealth Parties and Mass Coastal in the submission of the matter to arbitration or mediation; (ii) to resolve any matter subject to the judgment or discretion of one Party to this Agreement; or (iii) except as is otherwise expressly provided herein, to resolve any matter reserved by this Agreement for the mutual agreement of the Parties.

14.5 Interest.

Where the time period during which interest accrues regarding a matter in dispute is specifically established elsewhere in this Agreement, that time period shall apply for purposes of disputes under this Agreement. For any other dispute under this Agreement, interest shall accrue from the date that payment was due, at the Effective Interest Rate.

SECTION 15 EQUAL EMPLOYMENT OPPORTUNITY

15.1 Fair Employment Practices.

Mass Coastal agrees that it will comply with all applicable federal, state, and local laws and regulations relating to fair employment practices and non-discrimination against employees or applicants for employment because of race, religion, creed, color, sex, national origin, disability or sexual orientation.

15.2 Subcontracts.

Mass Coastal shall insert provisions similar to those appearing in Section 15.1 above in each subcontract, except subcontracts for standard commercial supplies, raw materials, or construction.

SECTION 16 DISADVANTAGED BUSINESS ENTERPRISES.

Mass Coastal shall comply with all applicable federal laws and regulations relating to Disadvantaged Business Enterprises, including but not limited to regulations issued by the U.S. Department of Transportation (49 C.F.R. Part 23).

SECTION 17 EMPLOYEE WAGES AND BENEFITS

Each Party (or its contractors) shall be solely responsible for the determination of and payment of wages and benefits and other terms and conditions of employment of all such Party's employees; provided, however, that such Party shall comply with any applicable mandatory federal or state prevailing wage rate, safety, or wage/hour laws.

SECTION 18 APPLICABILITY

The Parties agree that this Agreement, on and as of the respective Effective Date hereof, shall supersede all previous agreements between the Parties that relate to all or any portion of the Commonwealth Rail Properties described in this Agreement.

SECTION 19 GENERAL PROVISIONS

19.1 Additional Properties

The Parties may by mutual written agreement add additional segments of railroad and track to the Commonwealth Rail Properties as defined herein (and designate an Effective Date

with respect thereto), in order to consolidate their operating agreements within this Agreement. Any such segments of railroad so added shall have all of the rights and obligations associated with this Agreement and, to the extent permitted by law, shall permanently cease to be entitled to the rights and bound by the obligations of any other operating or trackage rights agreements between the parties that was previously in effect with respect to any such segments of railroad.

19.2 Ownership of Service Equipment

As used in this Agreement, whenever reference is made to the trains, locomotives, cars or equipment of, or in the account of, one of the Parties hereto such expression means the trains, locomotives, cars or equipment in the possession of or operated by or on behalf of one of the Parties and including such trains, locomotives, cars or equipment which are owned by, leased to, or the responsibility of such Party.

19.3 Compliance with Laws and Operating Rules

(a) Mass Coastal and the MBTA shall comply with the provisions of applicable federal, state, and local laws, regulations, and rules respecting the operation, condition, inspection, and safety of the trains, locomotives, cars and equipment it or any affiliate or contractor operates over the Commonwealth Rail Properties. Mass Coastal and the MBTA shall each indemnify, protect, defend, and save the other, and its officers, agents, and employees harmless from all fines and penalties imposed under such laws, rules, and regulations by any governmental or regulatory agency, or court having jurisdiction over the Commonwealth Rail Properties, when the imposition of same is related to the failure of such Party to comply with its obligations under this Section 19.3(a). Nothing in this Section 19.3 shall alter, modify or amend Section 11 of this Agreement.

(b) In its use of the Joint Usage Rail Properties, Mass Coastal shall comply in all respects with the operating rules and regulations of the MBTA, and the movement of Mass Coastal's trains, locomotives, cars, and equipment over the Joint Usage Rail Properties shall be subject at all times to the orders of transportation officers of the MBTA.

(c) Mass Coastal shall provide employees, at its sole cost and expense, for the operation of its trains, locomotives, rail cars and rail equipment over the Commonwealth Rail Properties, and the MBTA shall provide employees, at its sole cost and expense, for the operation of its trains, locomotives, rail cars and rail equipment over the Commonwealth Rail Properties. All of Mass Coastal's Employees and the MBTA's Employees who shall operate trains, locomotives, rail cars and rail equipment over the Commonwealth Rail Properties on and after the Reconstruction Commencement Date shall be qualified by the MBTA for operation thereover. Mass Coastal shall compensate the MBTA for any and all direct costs incurred by the MBTA in connection with the qualification of such employees of Mass Coastal as well as the cost incurred by the MBTA for furnishing pilots, until such time as such employees of Mass Coastal are deemed by the appropriate examining officer of the MBTA to be properly qualified for

operation as herein contemplated, *provided* that the MBTA shall not be required to administer more than three (3) qualifying attempts for any such employee. As used in this Section, qualification pertains only to the employee's operation of trains, locomotives, rail cars and rail equipment on the Commonwealth Rail Properties in accordance with the MBTA's operating rules and practices. For purposes of this Section, any employee of Mass Coastal qualified to operate over the Commonwealth Rail Properties on a date prior to the Reconstruction Commencement Date shall be deemed qualified by the MBTA for operation over the Commonwealth Rail Properties as herein contemplated as of the Reconstruction Commencement Date. On a date prior to the Reconstruction Commencement Date, Mass Coastal shall provide to the MBTA a list of the names of all Mass Coastal Employees that Mass Coastal certifies to be qualified to operate over the Mass Coastal Rail Properties as of that date.

(d) In the event the MBTA conducts an investigation or hearing concerning a violation of any operating rule or practice of the MBTA by any Mass Coastal Employee, except officers, Mass Coastal shall be notified in advance of any such investigation or hearing and such investigation or hearing may be attended by any official designates by Mass Coastal and shall be conducted in accordance with the collective bargaining agreements, if any, that pertain to said employee or employees.

(e) The MBTA shall have the right to exclude from the Commonwealth Rail Properties any Mass Coastal Employee, except officers, whom the MBTA determines, based on the investigation or hearing described above, to be in violation of the MBTA's rules, regulations, orders, practices or instructions issued by timetable or otherwise, provided that the MBTA may exclude any Mass Coastal Employee, except officers, from the Commonwealth Rail Properties prior to such determination for alleged violations of the MBTA's rules regarding use of intoxicating beverages or drugs, or for alleged insubordination. Mass Coastal shall release, indemnify, defend and save harmless the MBTA and its officers, agents and employees from and against any and all claims and expenses arising from such exclusion.

19.4 Disabled Trains/Wreck Clearing.

(a) If by reason of any mechanical failure or any other cause not resulting from an accident or derailment, a train or locomotive of Mass Coastal becomes stalled and unable to proceed under its own power, or fails to maintain the speed required by the MBTA on the Commonwealth Rail Properties, or if in emergencies crippled or otherwise defective cars are separated from Mass Coastal's trains on the Commonwealth Rail Properties, the MBTA shall have the option of allowing Mass Coastal to furnish motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off the Commonwealth Rail Properties. Mass Coastal shall reimburse the MBTA for direct costs incurred in rendering any such assistance.

(b) If it becomes necessary to make repairs to or adjust or transfer the lading of such crippled or defective cars in order to move them off the Commonwealth

Rail Properties, such work shall, at the option of the MBTA, be done by Mass Coastal or the MBTA or by the Parties' respective contractors. Mass Coastal shall reimburse the MBTA for direct costs incurred in rendering any such assistance.

(c) Each Party shall have full responsibility for rerailing wrecking service or wrecking train service, including without limitation the removal of damaged equipment, repair and restoration of road bed, track, signals, communication systems and all other right of way structures and facilities affected by such wrecks ("Wreck Clearing") during the period in which such Party has the responsibility to maintain such portion of the Commonwealth Rail Properties. The liability, cost and expense of the foregoing, including, without limitation, loss of, damage to or destruction of any property whatsoever and injury to or death of any person or persons whomsoever resulting therefrom, shall be allocated and apportioned in accordance with the provisions of Section 11 hereof. All trains, locomotives, rail cars, and rail equipment and salvage from the same so picked up and removed which is owned by Mass Coastal shall be promptly delivered to it. Each Party shall perform its services under this Section in an expeditious manner in order to restore rail service on the line.

19.5 Operating Duties in Regard to Safety.

Each Party shall take all reasonable safety precautions and shall provide all reasonable protection to prevent damage, injury, death, or loss to: all employees and passengers of the other Parties and all tracks, bridges, and other equipment related to the Commonwealth Rail Properties. Unless otherwise provided by law, each Party will be responsible to give all notices and comply with all applicable laws, rules, regulations and lawful orders of any public agency or the MBTA in connection with its operations under this Agreement bearing on the safety of persons or property or their protection from damage, injury, death or loss. Without limitation, this obligation shall include observance of all safety rules and regulations administered by the Federal Railroad Administration or Massachusetts Department of Public Utilities including, for example: the FRA's regulations at 49 CFR Subtitle B, Chapter II; all applicable regulations regarding the transport of hazardous materials or wastes prescribed by the U.S. Department of Transportation including 49 CFR Parts 171 et seq., and prescribed by the U.S. Environmental Protection Agency, including 40 CFR Part 263; and all safety rules and other operating procedures of general applicability and future effect issued by the MBTA and forwarded in writing to Mass Coastal. Each Party shall promptly furnish to the other Parties evidence reasonably satisfactory to the other Parties demonstrating compliance with the above. Nothing in this Section 19.5 shall alter, modify or amend Section 11 of this Agreement.

SECTION 20 ASSIGNMENT

(a) Mass Coastal may assign to any Person, in whole or in part, any of its rights, interests or obligations under this Agreement, subject to the following conditions: (i) that Mass Coastal shall provide to the MBTA and MassDOT with sixty (60) days prior written notice of such proposed assignment, (ii) that any such assignment must be accompanied by an assignment to such Person of the related portion of the Freight Easement, and (iii) the MBTA and MassDOT consent in writing to such

assignment, which consent may be withheld in the sole discretion of either the MBTA or MassDOT. No fees or other amounts shall be due or payable under this Agreement with respect to any such assignment of the Freight Easement or this Agreement. In the event of an assignment of this Agreement by Mass Coastal to an affiliate of Mass Coastal, Mass Coastal shall unconditionally guarantee to the Commonwealth Parties the performance of all obligations of Mass Coastal under this Agreement by any such affiliate. Nothing in this Section 20 shall prevent or impede Mass Coastal from transferring the Freight Easement in accordance with its terms and generally applicable law.

(b) Except as is otherwise provided in subparagraph (c) hereof, any assignment of this Agreement, in whole or in part, by Mass Coastal, its successors or assigns, shall release and discharge Mass Coastal: (i) from the performance of its obligations and covenants under this Agreement, or with respect to the part hereof so assigned, as the case may be, from and after the date of such assignment, and (ii) from any liability, cost and expense arising out of or connected with this Agreement, or with respect to the part thereof so assigned, as the case may be, from and after the date of such assignment.

(c) The Commonwealth Parties may assign, in whole or in part, any of its rights, interests or obligations under this Agreement, *provided however*, that the Commonwealth Parties shall provide to Mass Coastal sixty (60) days prior written notice of such proposed assignment, and *provided further*, that such assignment does not impair or adversely affect any material rights of Mass Coastal hereunder or as required by law.

(d) Assignment of this Agreement, in whole or in part, shall not relieve or release any Party from any obligation assumed or from any liability which may have arisen or been incurred by such Party under the terms of this Agreement prior to the assignment hereof. The foregoing provision shall apply whether or not it is so expressly stated elsewhere in this Agreement where a right of assignment, in whole or in part, is expressly accorded any Party.

SECTION 21 FORCE MAJEURE

Each Party will be excused from performance of any of its obligations to the other under this Agreement, where such non-performance is occasioned by any event beyond the non-performing Party's control which shall include, without limitation, any order, rule, or regulation of any Federal, State (other than any such rule or regulation (i) which is enacted solely by the MBTA and/or MassDOT and (ii) which is not enacted pursuant to State legislation), or local government body, agent, or instrumentality; work stoppage; natural disaster; terrorist act or threatened act of terrorism; or civil disorder; provided, however, that the Party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy, or remove such event in the shortest practical time.

SECTION 22 MISCELLANEOUS.

(a) This Agreement, and the transactions to which it relates, will be governed by and construed and enforced in accordance with the law of the Commonwealth of Massachusetts. Any claim or legal action by one Party against the other shall be commenced and maintained in any state or federal court located in Massachusetts and both Parties hereby submit to the jurisdiction and venue of any such court.

(b) This Agreement, including the Exhibits hereto, represents the entire agreement between the Parties hereto with respect to the Commonwealth Rail Properties from and after the Effective Date with respect to the Commonwealth Rail Properties, and this Agreement supersedes any and all prior discussions, proposals and communications between the Commonwealth Parties and Mass Coastal with respect to the Commonwealth Rail Properties.

(c) All notices pursuant to this Agreement shall be in writing and shall be deemed effective: (i) on the date given if delivered by hand or transmitted by facsimile on a weekday, or on the next succeeding weekday if not given on a weekday, (ii) one weekday after delivery to a reputable overnight courier service, and (iii) five (5) days after having been deposited with the U.S. Postal Service, postage prepaid.

Notices to MassDOT shall be addressed to:

Massachusetts Department of Transportation
10 Park Plaza
Boston, MA 02116
Attention: Secretary

Notices to the MBTA shall be addressed to:

Massachusetts Bay Transportation Authority
45 High Street, 9th Floor
Boston, MA 02110
Attention: Director of Railroad Operations

Notices to Mass Coastal shall be addressed to:

Massachusetts Coastal Railroad, LLC
68 Center Street, Suite 20
Hyannis, MA 02601
Attention: President

with a copy to:

John H. Broadley & Associates
1054 31st Street, NW
Suite 540
Washington, DC 20007

(d) No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies of the Parties provided herein are cumulative and not exclusive of any remedies provided for by law.

(e) The indemnification obligations of Mass Coastal and the MBTA hereunder (and all other obligations) that arise but which are not satisfied during the Term of this Agreement shall survive the termination of this Agreement.

(f) The section headings appearing herein are intended solely for convenience of reference and shall not be construed as affecting the interpretation of any provision hereof.

(g) This Agreement shall be binding upon, and inure to the benefit of the respective successors and assigns of the Parties.

(h) Nothing in this Agreement shall be deemed to create any right in any Person not a party hereto other than permitted successors and assigns of the Parties, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of a third party except as aforesaid.

(i) The Parties represent and warrant to each other that, except with respect to a challenge by any union representing any the MBTA Employees or Mass Coastal Employees, (i) the Parties have the power and authority to enter into this Agreement and to carry out their respective obligations hereunder; (ii) the Parties have taken all legal action necessary to authorize them to enter into and perform their respective obligations hereunder; (iii) entering into and performing this Agreement does not violate any statute, rule, regulation, order, writ, injunction, or decree of any court, administrative agency or governmental body, or violate any contract or agreement by which any Party hereto is bound; (iv) there is no known litigation or proceeding pending or threatened against a Party, or any other action, which could materially or adversely affect the performance of this Agreement; and (v) the Parties have obtained all approvals as may be required to permit their respective performance of the obligations of this Agreement. Except as expressly provided herein, the Parties make no representations or warranties and waive no rights or remedies.

(j) No recourse shall be had by any Party for any claim against any officer, director, stockholder, employee or agent of any other Party alleging personal

liability on the part of such Person with respect to performance of the Commonwealth Parties' or Mass Coastal's obligations under this Agreement.

(k) Mass Coastal shall maintain appropriate operating and accounting records which record the locomotives, cars, weight and mileage of same moved by Mass Coastal over the Commonwealth Rail Properties. The MBTA shall have the right, upon reasonable notice, to inspect, examine and audit during normal business hours all operating and accounting records and supporting documents of Mass Coastal including, without limitation, dispatching records, and all other books and records that relate to the performance of this Agreement. Nothing in this Agreement shall be construed as obligating Mass Coastal to retain books or records beyond the period specified in regulations of the STB, of the former Interstate Commerce Commission or of the Federal Railroad Administration.

(l) Any time limits specified under a provision of this Agreement may be suspended by mutual written agreement of the Parties.

(m) During the pendency of any dispute between the Parties, the business and the operations to be conducted under this Agreement, to the extent that they are the subject of any such dispute, shall continue to be transacted and used in the manner and form existing prior to the arising of any such controversy.

(n) In the event of any conflict between the text of this Agreement and that of any Exhibit hereto, the text of this Agreement shall control except to the extent that this Agreement makes specific reference to a provision of any Exhibit as defining the obligations of a Party hereunder.

(o) In the event that any provision of this Agreement is found to be invalid or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid or unenforceable provision was originally deleted.

(p) This Agreement and the Exhibits hereto and thereto may be amended from time to time during the Term of this Agreement. The Commonwealth Parties or Mass Coastal may request in writing such amendments or modifications. However, no such amendments or modification shall be effective unless evidenced by a written amendment to this Agreement executed by duly authorized representatives of all Parties hereto.

(q) This Agreement shall in no way be considered as establishing either a joint facility or a joint enterprise between the Commonwealth Parties and Mass Coastal.

(r) In the performance of work under this Agreement the Parties shall be deemed to be independent contractors and no Party shall be deemed to be an agent of any other Party. Notwithstanding the foregoing, for purposes of Section 11 no Party shall be deemed to be a "contractor" of any other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed as of the date first written above, in duplicate, each of which shall be considered an original.

APPROVAL AS TO FORM

By: _____
Monica Conyngham
General Counsel,
Massachusetts Department
of Transportation

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

By: _____
Jeffrey B. Mullan
Secretary & Chief Executive Officer

APPROVAL AS TO FORM

By: _____
William A. Mitchell
General Counsel,
Massachusetts Bay
Transportation Authority

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

By: _____
Richard A. Davey
General Manager

MASSACHUSETTS COASTAL RAILROAD LLC

By: _____
John F. Kennedy
President

GSDOCS\1963322

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By:_____
Monica Conyngham
General Counsel,
Massachusetts Department
of Transportation

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

By:_____
Jeffrey B. Mullan
Secretary & Chief Executive Officer

APPROVAL AS TO FORM

By:_____
William A. Mitchell
General Counsel,
Massachusetts Bay
Transportation Authority

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

By:_____
Richard A. Davey
General Manager

MASSACHUSETTS COASTAL RAILROAD LLC

By:_____
John F. Kennedy
President

GSDOCS\1963322

EXHIBIT A

Freight Only Rail Properties

Property Description	FRA Class
All of that certain real property conveyed by that certain Release Deed from CSXT to MassDOT recorded with the Plymouth County Registry of Deeds in Book 38616, Page 81, the Bristol County South District Registry of Deeds in Book 9739, Page 48, the Bristol County North District Registry of Deeds in Book 18793, Page 1 and the Bristol County Fall River District Registry of Deeds in Book 7447, Page 136.	• Excepted – from Milepost QN 17+/- (Myricks Jct.) to Milepost QN 31.8 +/- (New Bedford) • Class 1 - for the remainder of the property

Joint Use Rail Properties

None

Passenger Only Rail Properties

None

EXHIBIT B

1. The CSXT South Coast Easement, as defined in that certain Deed of Easement from CSXT to Mass Coastal recorded with the Plymouth County Registry of Deeds in Book 38617, Page 226, the Bristol County South District Registry of Deeds in Book 9739, Page 272, the Bristol County North District Registry of Deeds in Book 18793, Page 306 and the Bristol County Fall River District Registry of Deeds in Book 7448, Page 108.

First Closing
Grand Junction/BTRT

FINAL

THIS INSTRUMENT HAS BEEN PREPARED IN TWO (2) COUNTERPARTS FOR SIMULTANEOUS RECORDING IN TWO (2) REGISTRIES OF DEEDS

This instrument prepared by
or under the direction of:

~~RACKEMANN~~
~~SAWYER & BREWSTER~~
~~160 Federal Street~~
~~Boston, MA 02110-1700~~

Attested hereto
Francis M. Roache
Francis M. Roache
Register of Deeds

RELEASE DEED

THIS RELEASE DEED, made this 11th day of June, 2010, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, whose mailing address is 10 Park Plaza, Boston, Massachusetts 02116, hereinafter called "Grantee,"

DJB
RACKEMANN
SAWYER & BREWSTER
160 Federal Street
Boston, MA 02110-1700

(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) the Boston Terminal Running Track which is 1.0 miles from QBB 0.00 to QBB 1.0, (b) the Milton Secondary Track, which is 0.10 of a mile from QBB 0.00 to QBB 0.10, (c) the Grand Junction Secondary Track in three sections which is a total of 6.13 miles from QBG 0.00 to QBG 2.79 (Section 1), from QBG 3.21 to QBG 3.31 (Section 2), and from QBG 4.65 to QBG 7.89 (Section 3), and (d) the 35-foot strip of land off Broadway in Everett known as the Eastern Gas and Fuel Railroad Line, 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 1985 Operating Agreement (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;

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 Twenty-Nine Million Dollars ($29,000,000.00) 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 County and Middlesex County, Massachusetts, more particularly described in <u>Exhibit A</u> attached hereto and incorporated herein (the "Land");

BUT EXCLUDING and excepting unto Grantor those parcels, rights and interests listed or shown on <u>Exhibit B</u> 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 Grand Junction/BTRT Easement (as hereinafter defined) (the "Excluded Property);

TOGETHER WITH all tracks, rails, ties, switches, crossings, bridges, trestles, culverts, buildings, structures, facilities, signals, crossing protection devices, communication lines, poles, radio masts and other fixtures and improvements which are affixed as of the date hereof to the Land (other than any such property affixed to the Excluded Property) as well as 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").

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 hereof; (b) the rights of Amtrak under the Amtrak Agreement; (c) the CSXT Grand Junction/BTRT 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 Grand Junction/BTRT Easement") IN PERPETUITY (as hereinafter defined) FOR RAILROAD PURPOSES (as hereinafter defined) in, over or on the Property within the Land; 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 and limitations of that certain Trackage Rights Agreement dated 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 Middlesex (S.D.) Registry of Deeds in Book 19658, Page 389 and in Suffolk Registry of Deeds in Book 15379, Page 10, as amended (the "1985 Operating Agreement").

2. 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.

3. Grantor and Grantee agree that the CSXT Grand Junction/BTRT 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 said 1985 Operating Agreement.

4. Transfer of the CSXT Grand Junction/BTRT Easement shall be governed by the provisions of **Exhibit D** and **Exhibit E** attached hereto.

5. The rights of the MBTA to operate Additional Trains, as referred to in Section 5.1.3 of the Definitive Agreement.

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 Second Closing (as defined in said Definitive Agreement) 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 Grand Junction/BTRT 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; 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 CSXT 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 Grand Junction/BTRT Easement and CSXT's rights under the 1985 Operating Agreement, 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 Grand Junction/BTRT Easement, CSXT 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 Grand Junction/BTRT Easement Terms:

(a) Perpetuity: Until this CSXT Grand Junction/BTRT Easement is abandoned or terminated, as provided in the 1985 Operating Agreement herein referenced. In the event of abandonment or termination of any portion of this CSXT Grand Junction/BTRT Easement as provided in the 1985 Operating Agreement, 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 (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 1985 Operating Agreement.

There is reserved as part of the CSXT Grand Junction/BTRT Easement Grantor's rights, in common with Grantee, in 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 and with the Middlesex (S.D.) Registry of Deeds in Book 10191, Page 568, to the extent affected by releases of record.

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 1985 Operating Agreement, the provisions of the 1985 Operating Agreement 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 1985 Operating Agreement 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.

[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. Rengel, Jr.
Vice President

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

On this 10th day of June, 2010, before me, the undersigned Notary Public, personally appeared the above-named Louis E. Rengel, 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.

ELLEN S. TARKINSON
Notary Public
Commonwealth of Massachusetts
My Commission Expires October 14, 2016

Ellen S. Tarkinson
Notary Public (print name) Ellen S. Tarkinson
My Commission Expires: Oct. 14, 2016
Qualified in the Commonwealth of Massachusetts

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 shall serve as a grant and assignment of that interest by Grantor to Grantee.

BOSTON TERMINAL RUNNING TRACK

All that certain property situated in that part of Boston called South Boston, in the County of Suffolk, Commonwealth of Massachusetts, and being the line of railroad known as the Boston Freight Terminal Branch and identified as Line Code 4172, located within the Bold Lines marked X, as shown on the reduced copies of the plans entitled "Right of Way and Track Map Old Colony R.R. Co. The New York New Haven and Hartford R.R. Co. Operated by The New York New Haven and Hartford R.R. Co." Railroad Valuation Map 4.10/ST2 and Map 5.10/ST1 attached hereto.

MILTON SECONDARY TRACK

All that certain triangular parcel of land situated in that portion of Boston called South Boston, in the County of Suffolk, Commonwealth of Massachusetts, and being a portion of the line of railroad known as the Milton Secondary Track, and identified as Line Code 4181, located within the Bold Lines marked X, as shown on the reduced copy of the plan entitled "Right of Way and Track Map Old Colony R.R. Co. The New York New Haven and Hartford R.R. Co. Operated by The New York New Haven and Hartford R.R. Co." Railroad Valuation Map 5.10/ST1 attached hereto.

GRAND JUNCTION SECONDARY TRACK – SECTION 1

All that certain property situated in Boston (Brighton District) in Suffolk County, and Cambridge and Somerville in Middlesex County, Commonwealth of Massachusetts, and being a portion of the line of railroad known as the Grand Junction Secondary Track and identified as Line Code 4132, 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 New Haven and Hartford R.R. Co. as Lessee" Railroad Valuation Maps V1A/1A, V1A/1B, V1A/2A, V1A/2B, V1A/3A and V1A/3B attached hereto.

GRAND JUNCTION SECONDARY TRACK – SECTION 2

All that certain property situated in Somerville, Middlesex County, and in Charlestown, Suffolk County, Commonwealth of Massachusetts, and being a portion of the line of railroad known as the Grand Junction Secondary Track and identified as Line Code 4132, 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 New Haven and Hartford R.R. Co. as Lessee" Railroad Valuation Map V1A/4A attached hereto.

GRAND JUNCTION SECONDARY TRACK – SECTION 3

All that certain property situated in Everett, Middlesex County, Chelsea and East Boston, Suffolk County, Commonwealth of Massachusetts, and being a portion of the line of railroad known as the Grand Junction Secondary Track and identified as Line Code 4132, 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 New Haven and Hartford R.R. Co. as Lessee" Railroad Valuation Maps V1A/5B, V1A/6A, V1A/6B, V1A/7A, V1A/7B, V1A/8A, and V1A/8B attached hereto.

EASEMENT INTEREST – MIDDLESEX COUNTY
EASTERN GAS AND FUEL RAILROAD LINE
OFF BROADWAY, EVERETT, MA

All that certain property situated off Broadway in Everett, Middlesex County, Commonwealth of Massachusetts, and being located off a portion of the line of railroad known as the Grand Junction Secondary Track and identified as Line Code 4132 as shown on plan entitled "Land Map, Boston and Albany Railroad Operated by The New York Central Railroad Company as Lessee – Grand Junction Branch" dated June 30, 1915, Valuation Map V1A, Sheet 6A, (the "Plan") and described as follows:

A strip of land 35 feet in width for the most part as shown partly on each of two plans by William S. Crocker, Inc., Civil Engineers & Surveyors, one entitled "Plan of Land in Everett—Mass." dated April 29, 1965, Rev. August 26, 1965, Rev. Sept. 30, 1965, recorded in Middlesex South District Registry of Deeds as Plan 181 of 1966 in Book 11055, Page 354, and the other entitled "Subdivision Plan of Land in Everett—Chelsea—Mass." dated April 16, 1964, with several revisions notations of which the last is Rev. Sept. 30, 1965, recorded in Middlesex South District Registry of Deeds as Plan 182 of 1966 in Book 11055, Page 354.

Together with all rights and easement as set forth in a Grant of Easement from A. P. Boxley, et als, as Trustees of Eastern Gas and Fuel Associates to The New York Central Railroad Company dated March 29, 1966 recorded in Middlesex South District Registry of Deeds in Book 11263, Page 552.

TITLE REFERENCES:

The above described premises being a portion of the land conveyed to the New York Central Lines, LLC by deeds from Consolidated Rail Corporation dated June 1, 1999 recorded in Middlesex South District Registry of Deeds in Book 30898, Page 30 and in Suffolk Registry of Deeds in Book 24458, Page 132 and 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, and recorded in Middlesex South District Registry of Deeds in Book 30898, Page 25.

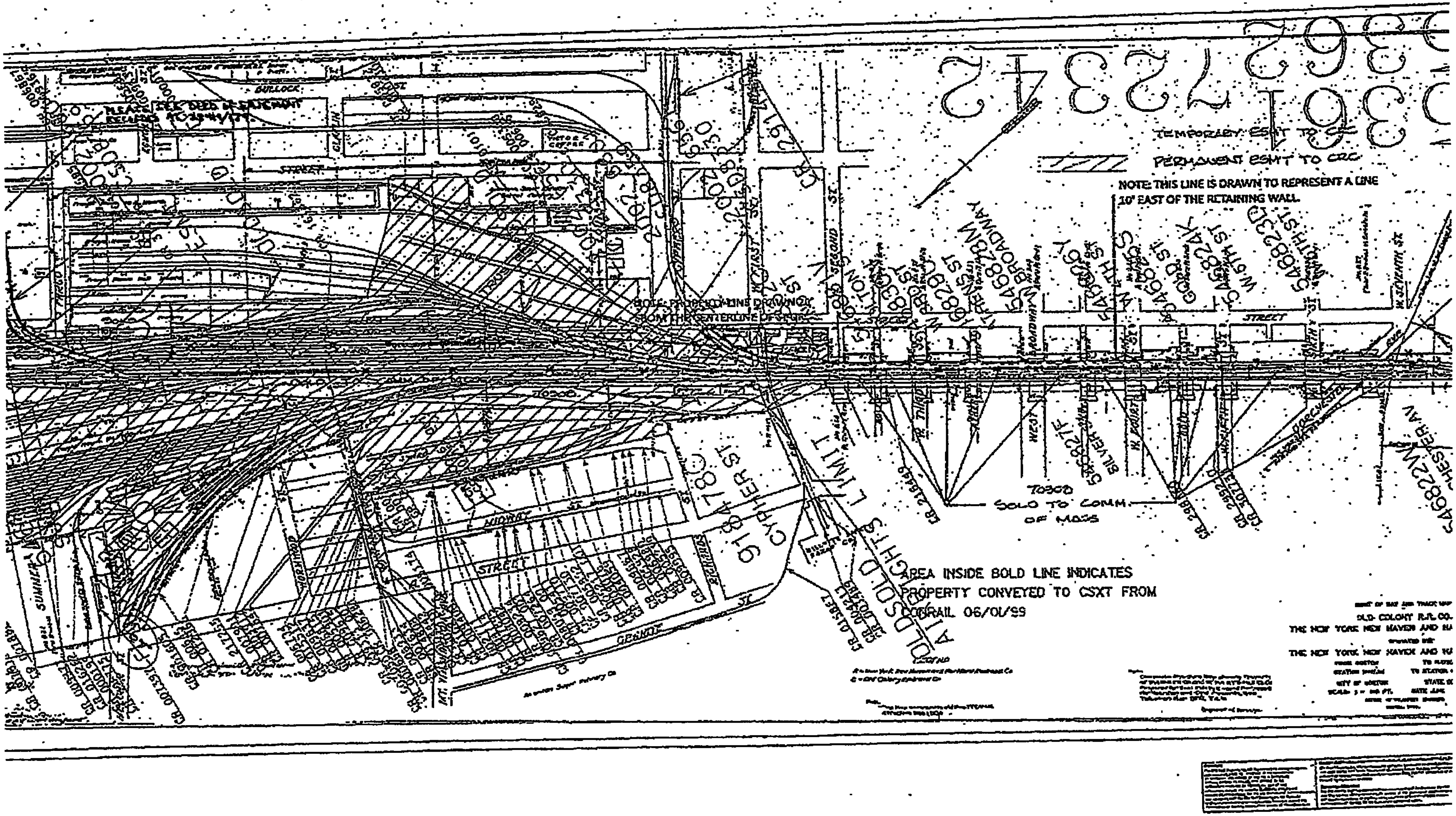
See also:

Notice of Merger recorded in Suffolk Registry of Deeds in Book 44115, Page 85 and in Middlesex South District Registry of Deeds in Book 47722, Page 538, 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.

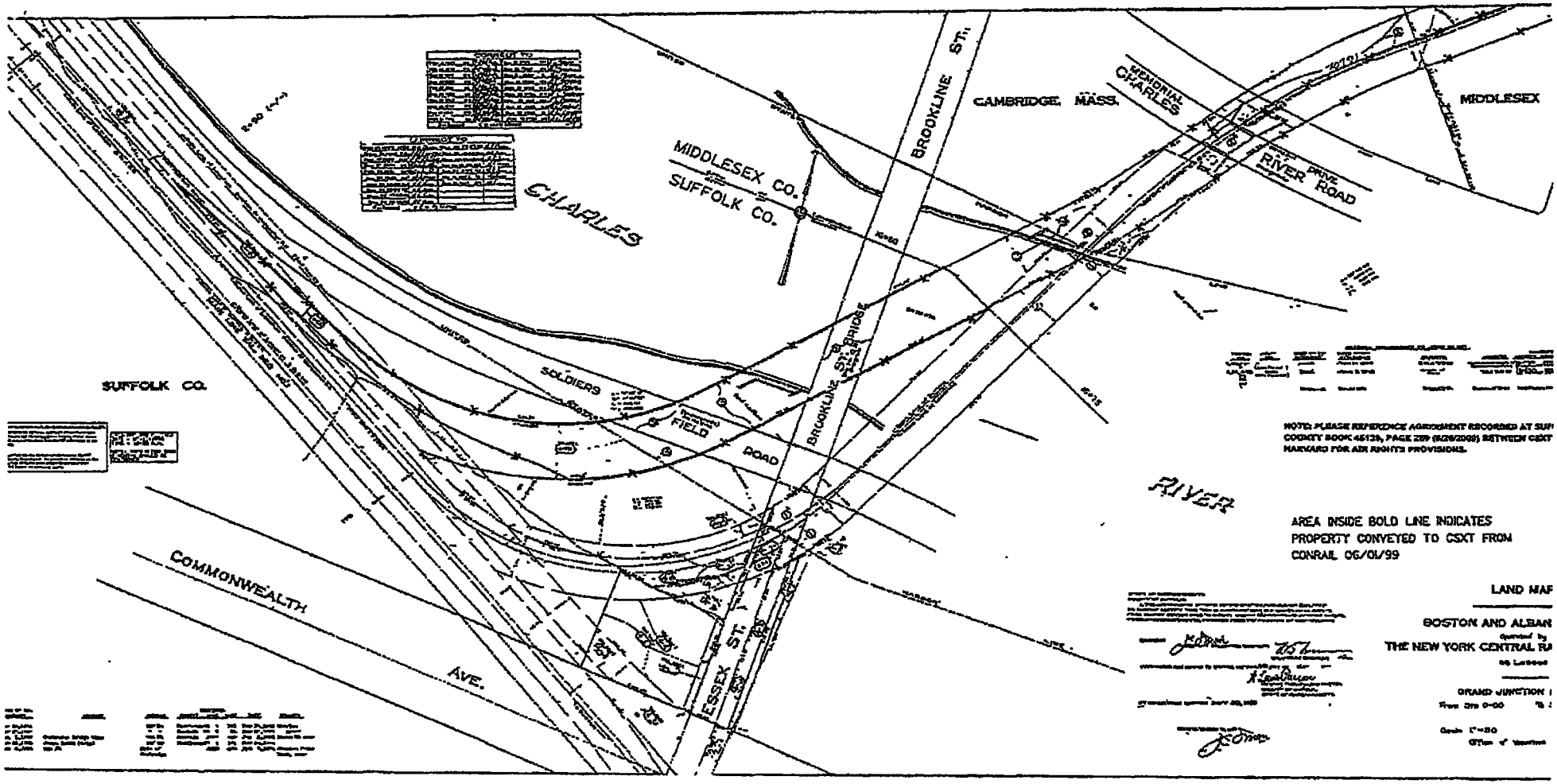
Certificate of Title No. 78832 in the Suffolk Registry of Deeds, Land Court Division, standing in the name of Penn Central Company covering Lot 1, on Land Court Plan #1155B.

Certificate of Title No. 5117 in the Suffolk Registry of Deeds, Land Court Division, standing in the name of Boston and Albany Railroad Company as affected by Certificate of Merger registered as Document No. 257842 into New York Central Railroad Company dated December 19, 1962 covering Lot C on Land Court Plan #3485C.

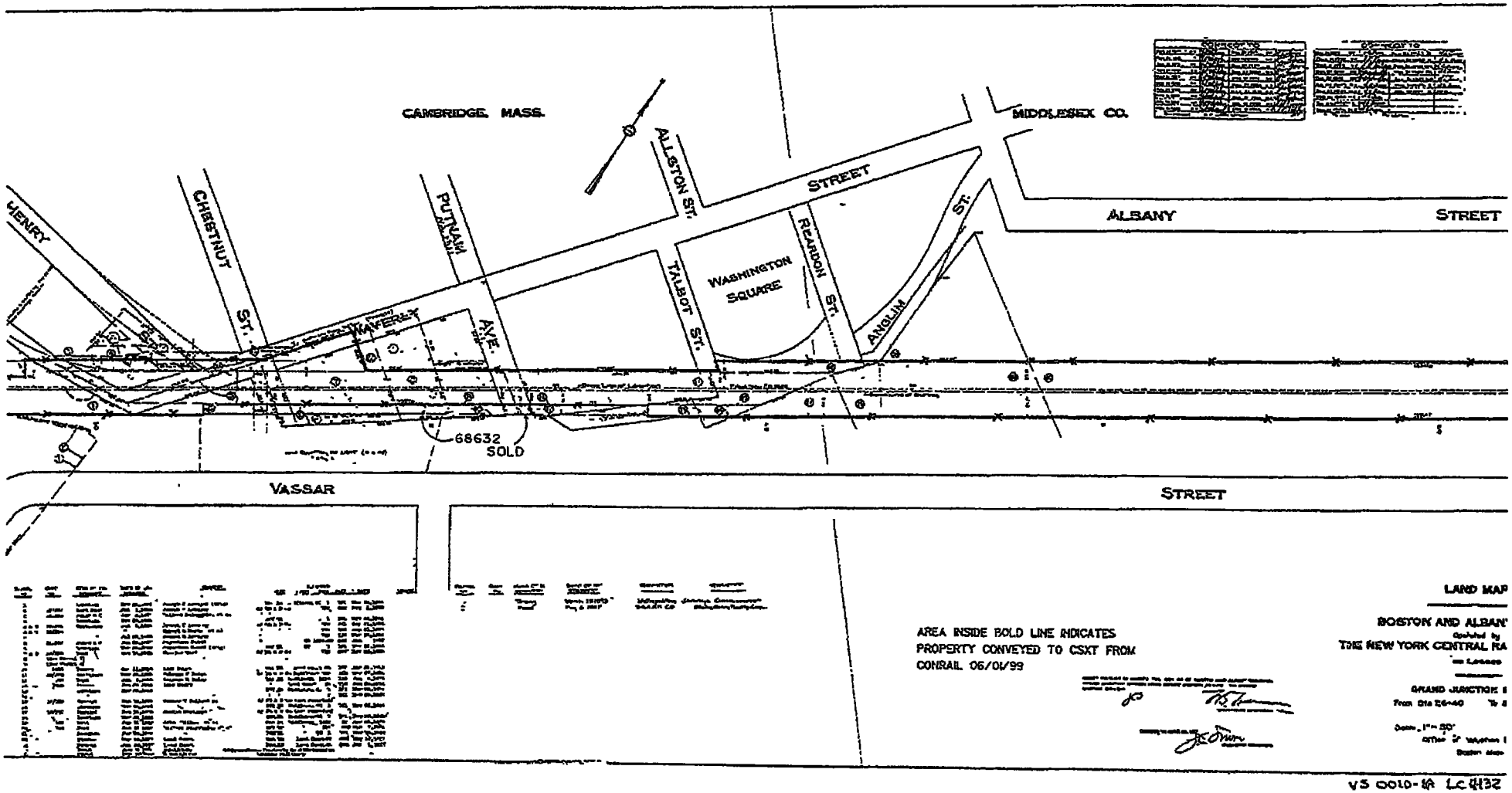
Certificates of Title No. 8007 and 8158 in the Middlesex South District Registry of Deeds, Land Court Division, standing in the name of Boston & Albany Railroad Company as affected by Certificate of Merger into the New York Central Railroad Company dated December 19, 1962 registered as Document No. 373501 covering land on Land Court Plans #2866A and #2867A.

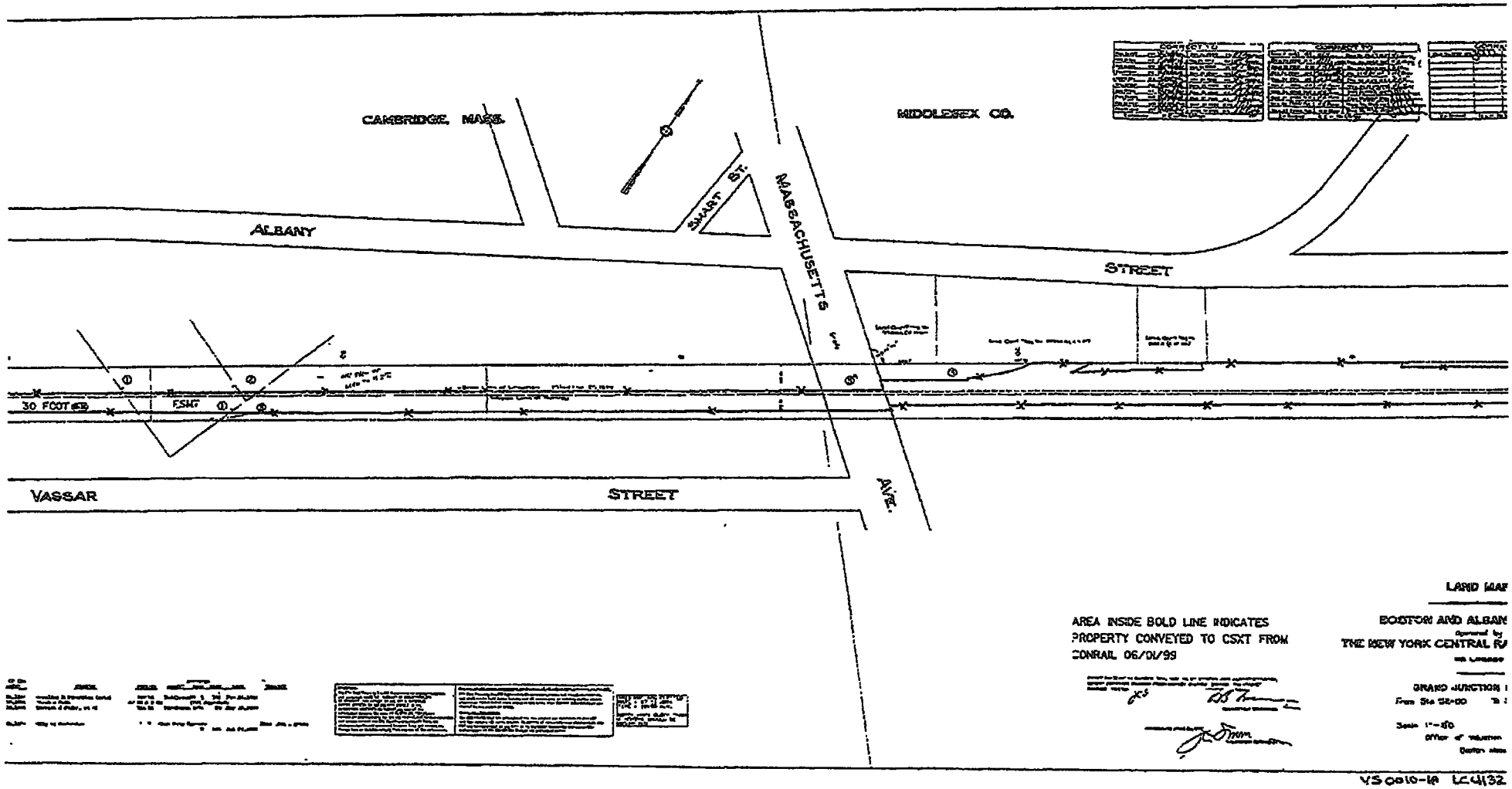

AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/99
TEMPORARY ESMT TO CRC
PERMANENT ESMT TO CRC
NOTE: THIS LINE IS DRAWN TO REPRESENT A LINE
10' EAST OF THE RETAINING WALL.
NOTE: PROPERTY LINE DRAWN 10' FROM THE CENTERLINE OF SPUR
SOLD TO COMM. OF MASS
TOBOD
OLD SOLD
AIR RIGHTS LIMIT
918478C
CYPHER ST
546830X
W. THIRD ST
546829C
ATHENS ST
546828M
W BROADWAY
546827F
SILVER ST
546826Y
W 4TH ST
546825S
GOLD ST
546824K
W 5TH ST
546823D
W 6TH ST
546822W
DORCHESTER AV
SUMMER
BULLOCK
CLAFLIN
FARGO
HORNBROOK
MT. WASHINGTON AV
RICHARDS
GERNOT
MIDWAY
STREET
CYPHER ST
W. FIRST ST
SECOND ST
W. COURT
WEST
W. SEVENTH ST
CR 216449
CR 291
CR 015867
CR 004213
CR 003489
OLD COLONY R.R. CO.
THE NEW YORK NEW HAVEN AND HA
THE NEW YORK NEW HAVEN AND HA
CITY OF BOSTON
LEGEND

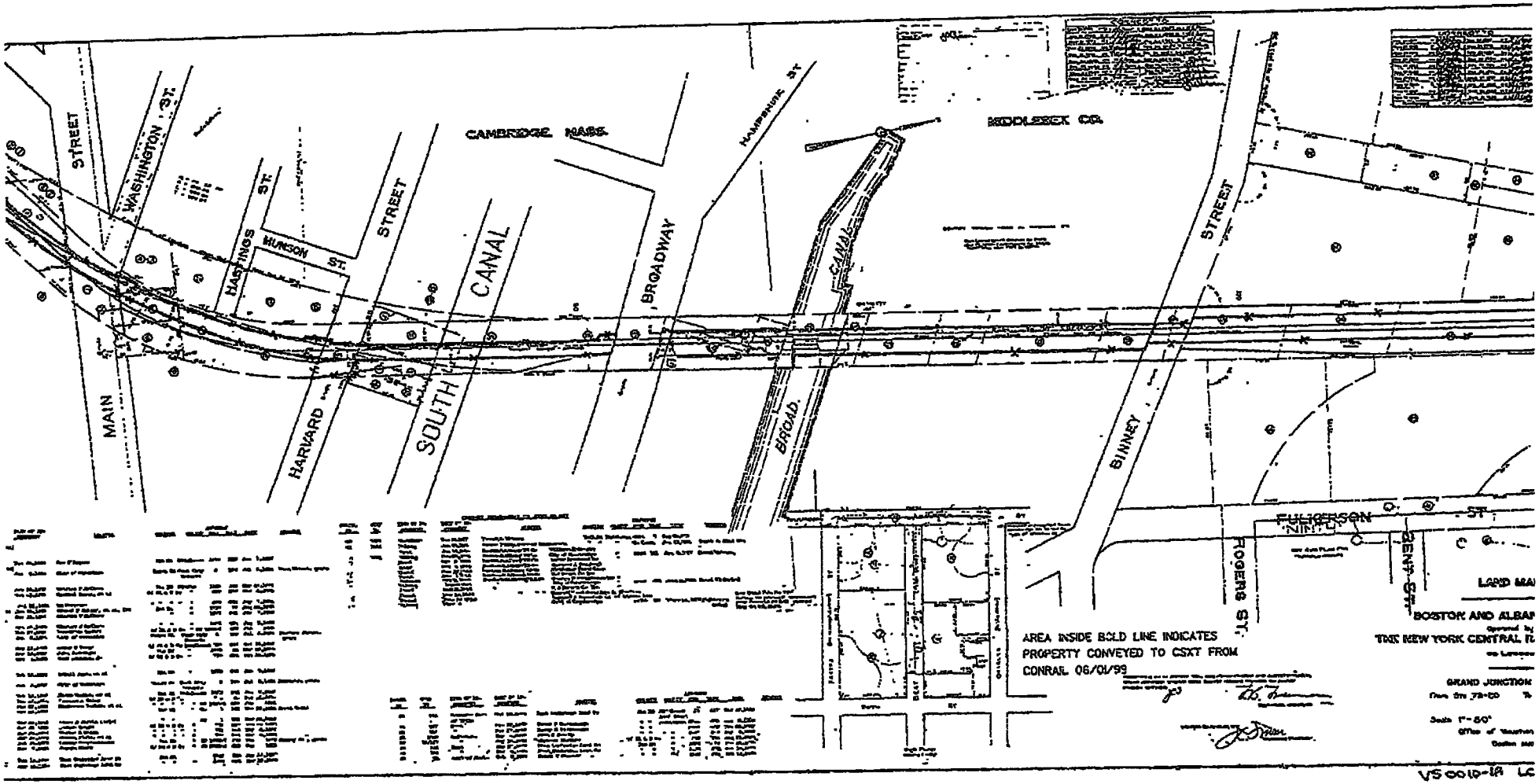
DORCHESTER
AVENUE
WEST FOURTH ST
WEST
BROADWAY
FOURTH ST
WEST BOYLE ST
SOUTH
STREET
W. SEVENTH ST
OLD COLONY
STREET
WEST ST
OLD COLONY RR. CO.
THE NEW YORK, NEW HAVEN AND HARTFORD RR. CO.
PLAN OF THE
JUNCTION
AT
SOUTH BOSTON
MASS.

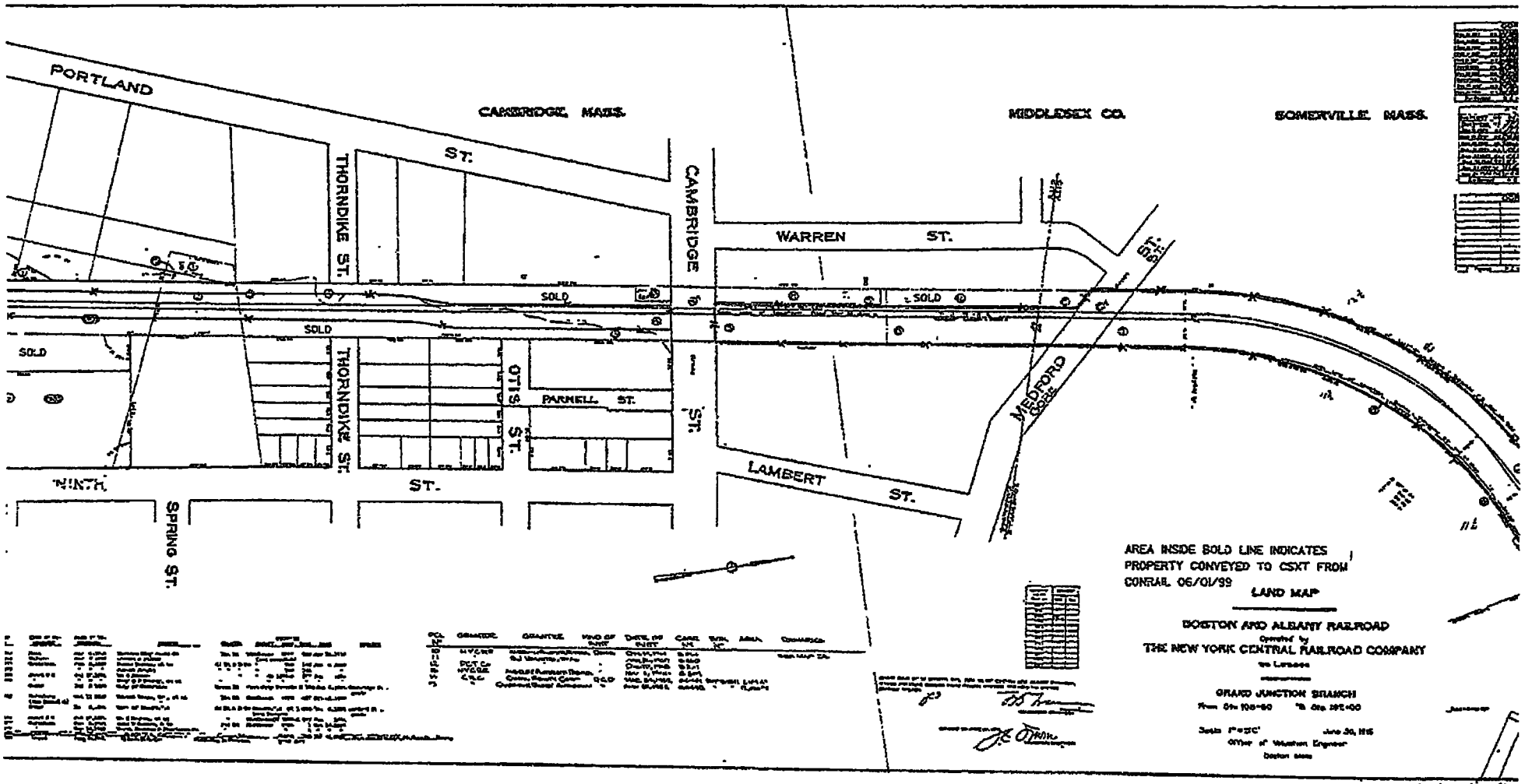


VS 0010-1A LC 432


CAMBRIDGE, MASS.
MIDDLESEX CO.
ALLSTON ST.
STREET
ALBANY
STREET
HENRY
CHESTNUT
ST.
PUTNAM
AVE.
WAVERLY
TALBOT ST.
WASHINGTON
SQUARE
REARDON ST.
ANGLIM
ST.
68632
SOLD
VASSAR
STREET
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/99
LAND MAP
BOSTON AND ALBAN
THE NEW YORK CENTRAL RA
GRAND JUNCTION
VS 0010-1A LC4132


CAMBRIDGE, MASS.
MIDDLESEX CO.
ALBANY
STREET
SMART ST.
MASSACHUSETTS
AVE.
VASSAR
STREET
30 FOOT
FSM7
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/99
LAND MAP
BOSTON AND ALBAN
THE NEW YORK CENTRAL R
GRAND JUNCTION
VS 0010-18 LC4132


MAIN STREET
WASHINGTON ST.
HASTINGS ST.
MUNSON ST.
HARVARD STREET
SOUTH CANAL
BROADWAY
HAMPSHIRE ST.
CAMBRIDGE, MASS.
MIDDLESEX CO.
BROAD CANAL
BINNEY STREET
ROGERS ST.
FULLERSON ST.
BOSTON AND ALBA
THE NEW YORK CENTRAL
GRAND JUNCTION
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/99



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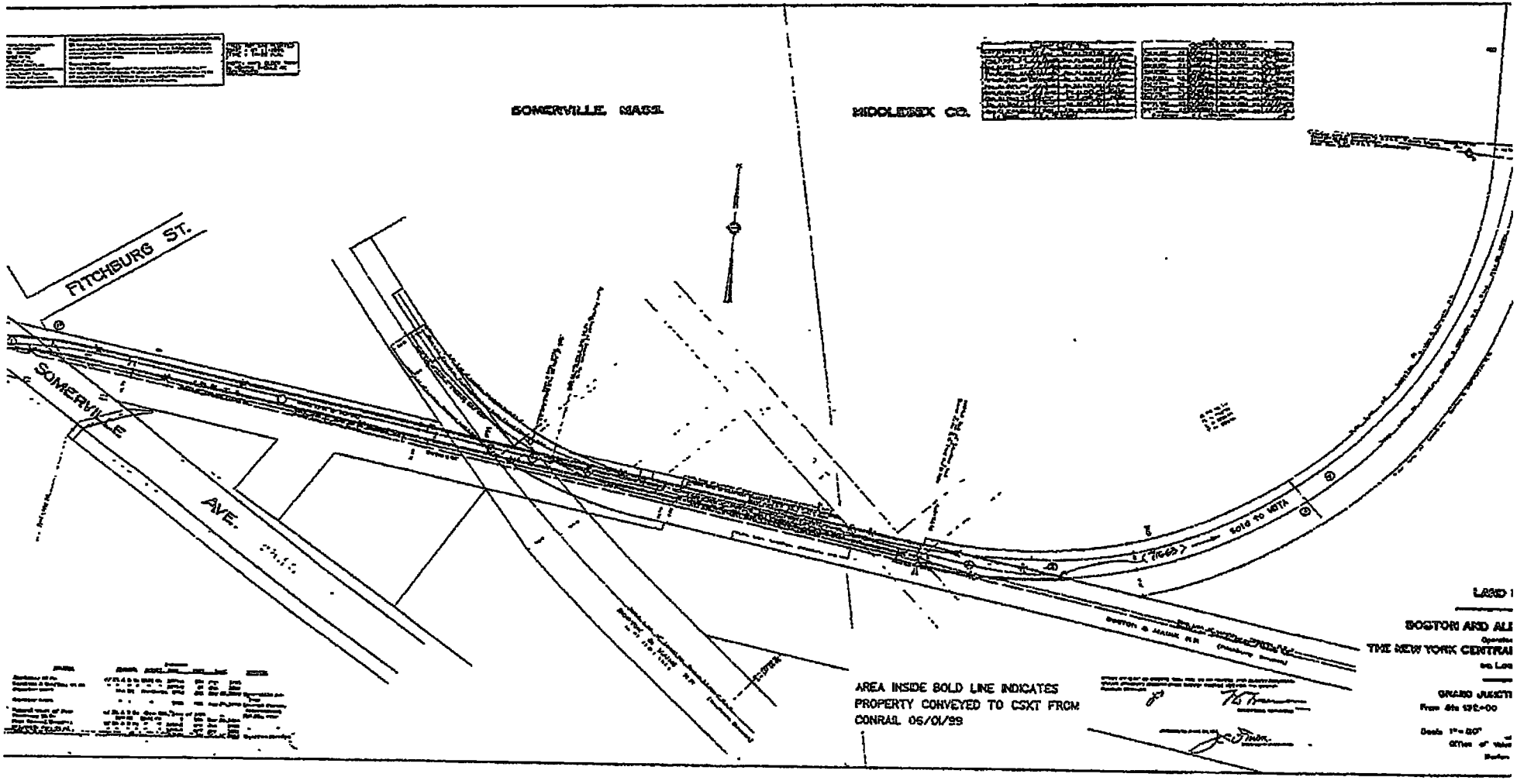
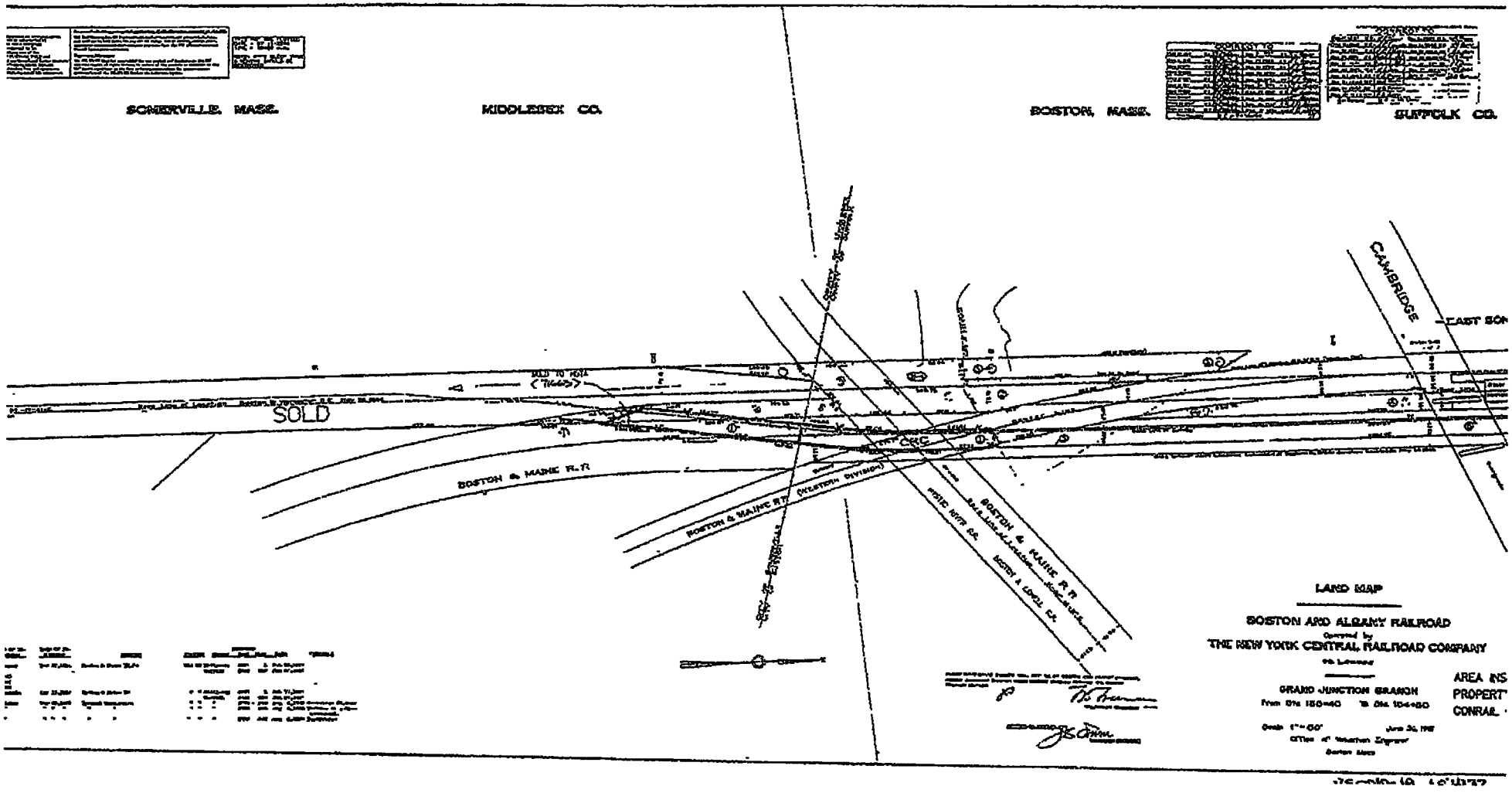
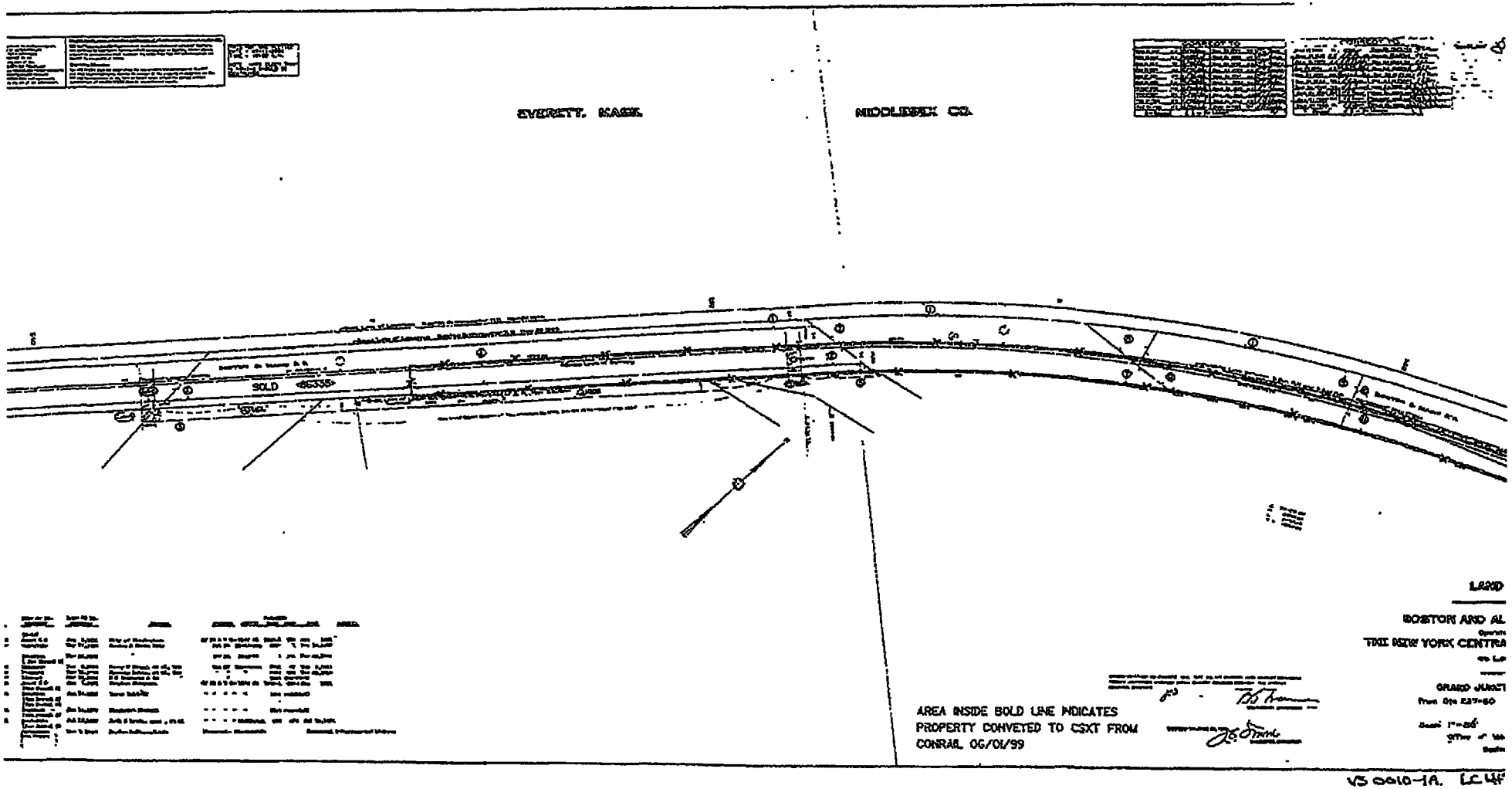
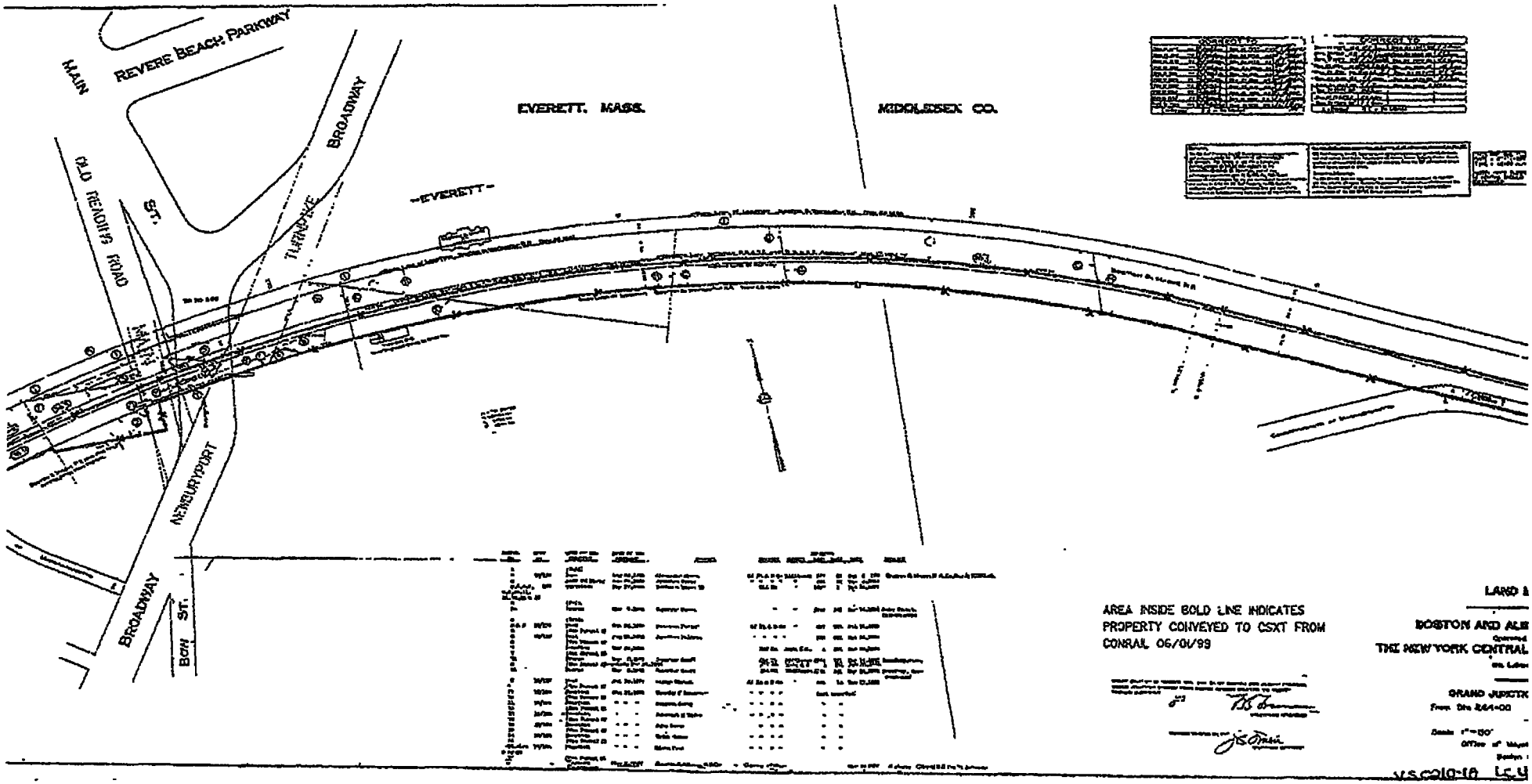
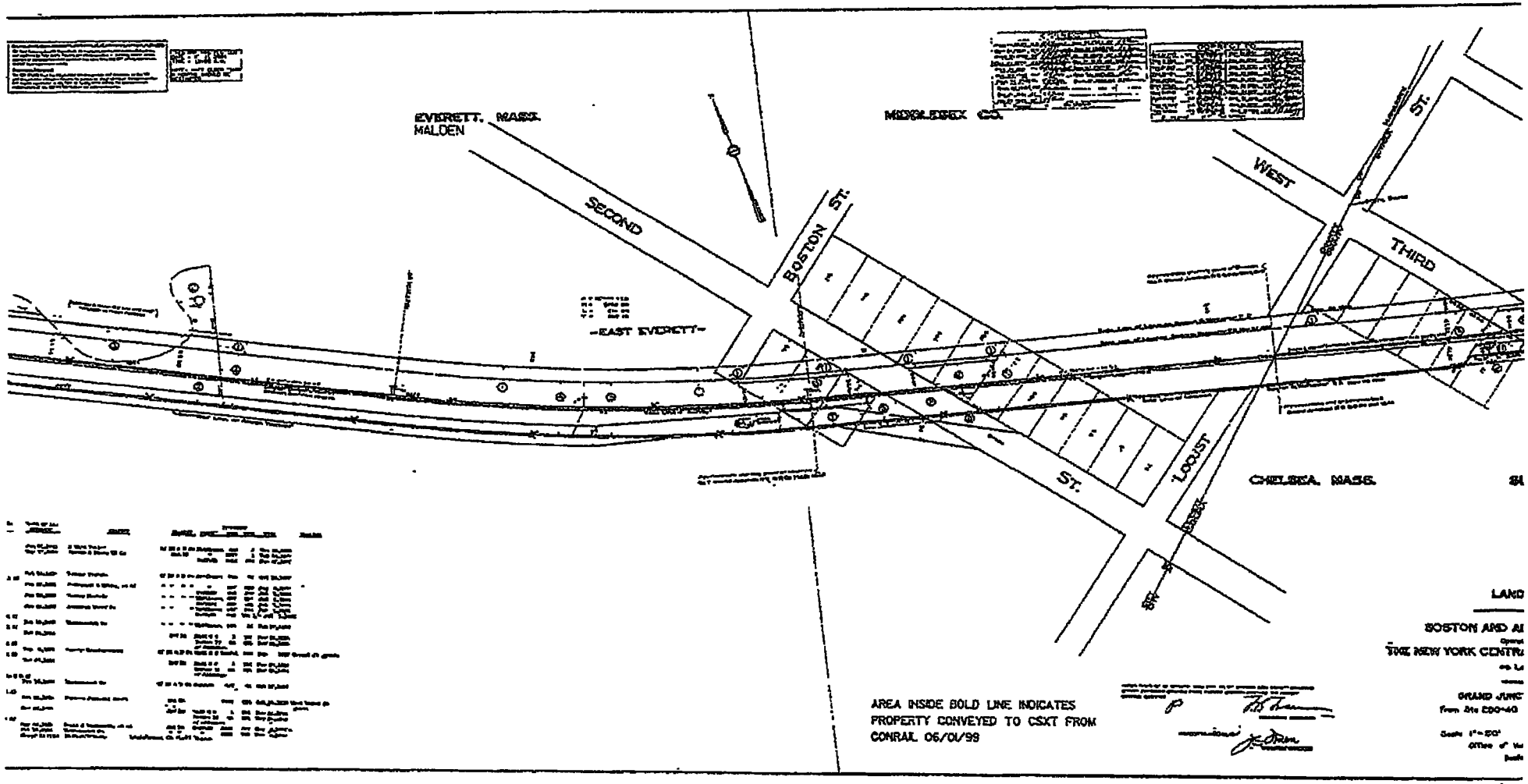

SOMERVILLE, MASS.
MIDDLESEX CO.
FITCHBURG ST.
SOMERVILLE
AVE.
Sold to MBTA
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/99
BOSTON AND AL
THE NEW YORK CENTRA


SOMERVILLE, MASS.
MIDDLESEX CO.
BOSTON, MASS.
SUFFOLK CO.
CAMBRIDGE
SOLD
BOSTON & MAINE R.R.
BOSTON & MAINE R.R. (WESTERN DIVISION)
BOSTON & MAINE R.R.
BOSTON & LOWELL CO.
LAND MAP
BOSTON AND ALBANY RAILROAD
Operated by
THE NEW YORK CENTRAL RAILROAD COMPANY
GRAND JUNCTION BRANCH
AREA INS
PROPERT
CONRAIL



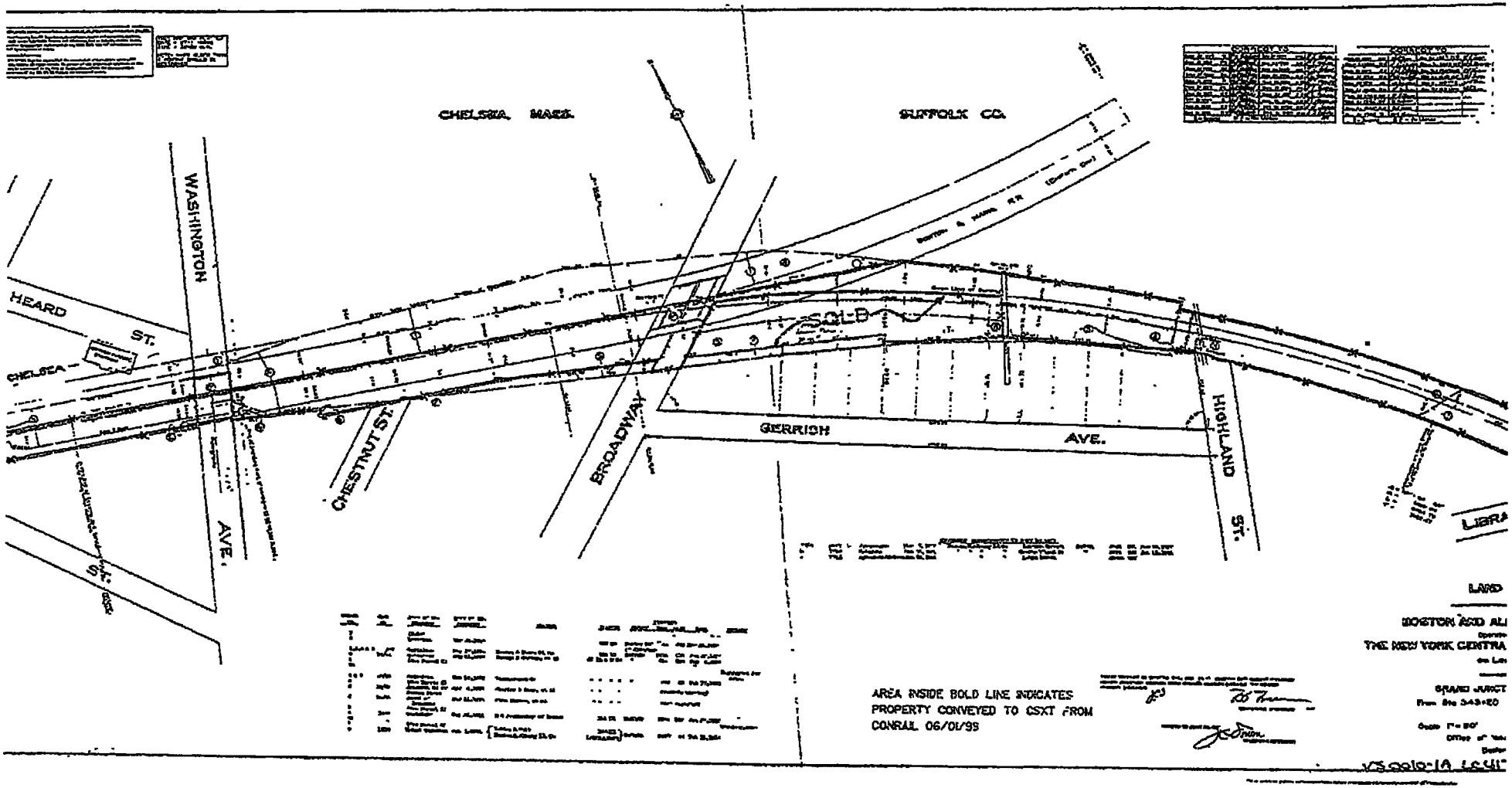
VS 0010-1A. LC 44


REVERE BEACH PARKWAY
MAIN
ST.
OLD REVERE ROAD
BROADWAY
TURNPIKE
EVERETT, MASS.
MIDDLESEX CO.
EVERETT
NEWBURYPORT
BROADWAY
BOW ST.
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/99
BOSTON AND ALB
THE NEW YORK CENTRAL
GRAND JUNCTIO


EVERETT, MASS.
MALDEN
SECOND
BOSTON ST.
-EAST EVERETT-
MIDDLESEX CO.
WEST
THIRD
ST.
LOCUST
ST.
CHELSEA, MASS.
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/99
LAND
BOSTON AND A
THE NEW YORK CENTR
GRAND JUNC

V3.C010-19 LC

AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/99
THE NEW YORK CENTRAL
CHELSEA MASS.
SUFFOLK CO.
MAPLE
FOURTH
EVERETT
VALE ST
SPRUCE
FIFTH
BEECH
SIXTH
ST.
AVE.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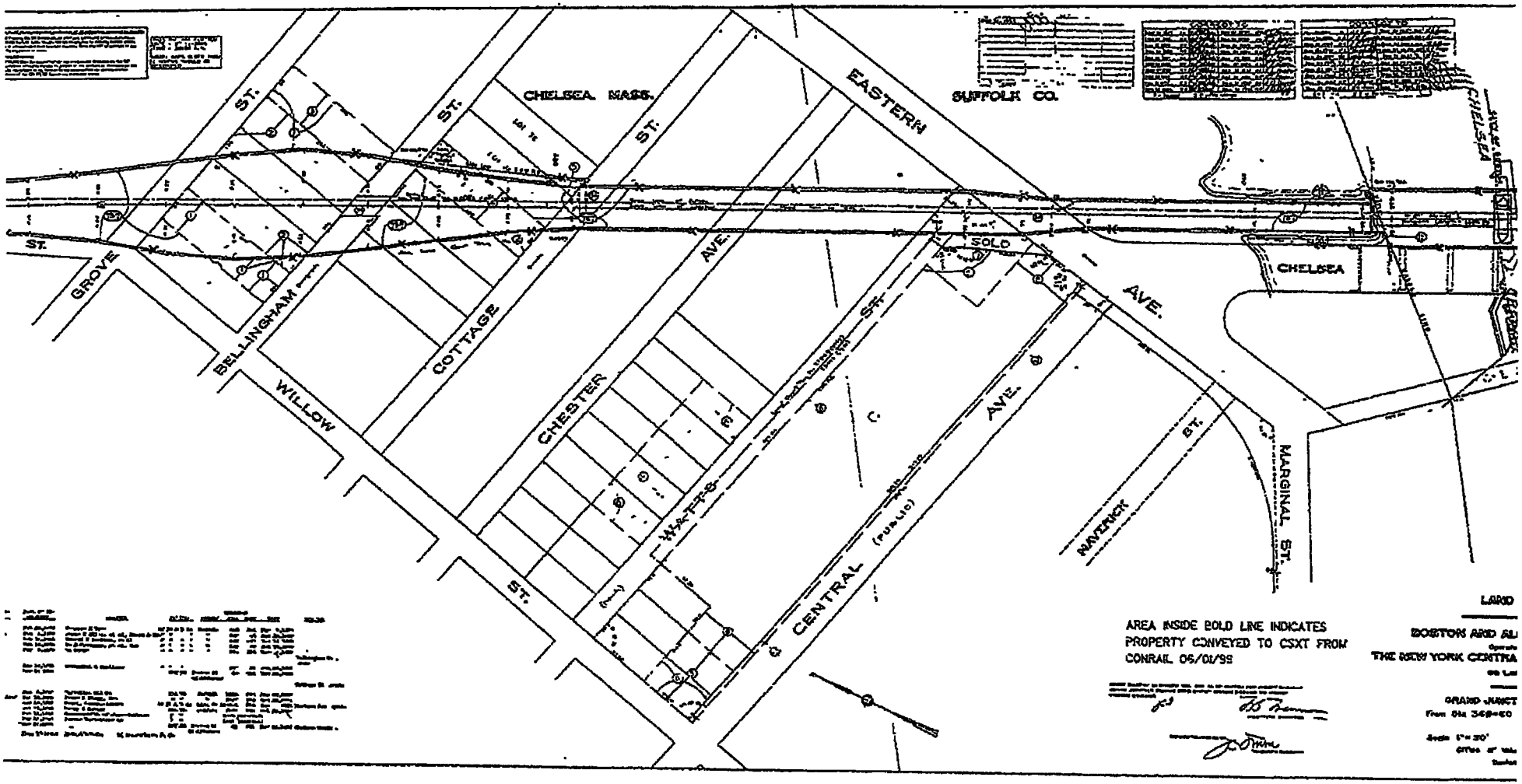
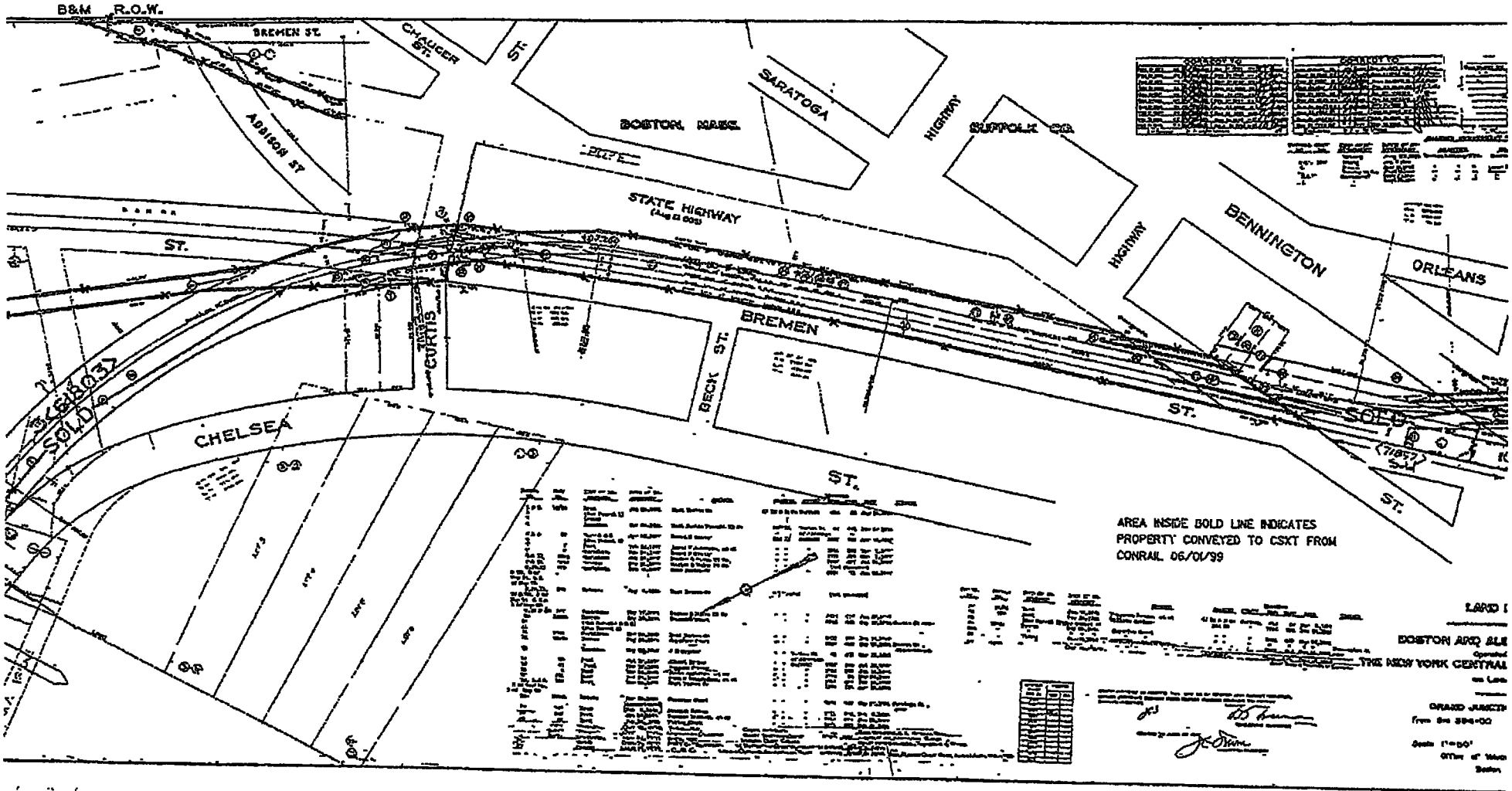
SUFFOLK CO.
WASHINGTON
AVE.
HEARD
ST.
CHELSEA
CHESTNUT ST.
BROADWAY
GERRISH
AVE.
HIGHLAND
ST.
SOLD
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/99



VS 0010-1A LL4


B&M R.O.W.
BREMEN ST.
CHAUCER ST.
ST.
ADDISON ST
BOSTON, MASS.
SARATOGA
HIGHWAY
SUFFOLK CO.
STATE HIGHWAY
HIGHWAY
BENNINGTON
ORLEANS
ST.
CURTIS
BREMEN
BECK ST.
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SOLD
CHELSEA
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AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/99
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THE NEW YORK CENTRAL
GRAND JUNCTI
VS 0010-1A LC 4132

EXHIBIT B
Excluded Property Description

1. The 1985 Operating Agreement (as defined in the deed to which this exhibit is attached).

2. The CSXT Grand Junction/BTRT Easement (as defined in the deed to which this exhibit is attached).

EXHIBIT C
List of Title Exceptions

The Premises are conveyed subject to, and, as the case may be, with the benefit of the following matters:

All references to "Middlesex" are to Middlesex South District Registry of Deeds, all references to "Middlesex Land Court" are to the Middlesex South District of the Land Court, all references to "Suffolk" are to Suffolk Registry of Deeds, and all references to "Suffolk Land Court" are to Suffolk District of the Land Court.

BOSTON TERMINAL RUNNING TRACK

1. Crossing rights as reserved in a deed from Henry Gardner to The Old Colony Rail Road Corporation dated September 30, 1845 recorded in Suffolk Book 551, Page 67.

2. Passageway rights as set forth in a deed from Joseph W. Clark to Boston, Hartford and Erie Rail Road Company dated September 25, 1865 recorded in Suffolk Book 1279 Page 81.

3. Contract rights as set forth in a deed from the Commonwealth of Massachusetts to the New York and New England Railroad Company dated July 22, 1889 recorded in Suffolk Book 1892, Page 65.

4. Rights and easements regarding grade crossings as set forth in an Order of the Suffolk Superior Court dated June 28, 1898 recorded in Suffolk Book 2552, Page 465.

5. Foundation rights as set forth in a deed from Francis C. Welch Trustee under the will of Sarah L. Cunningham to New York, New Haven and Hartford Railroad Company dated April 14, 1905 recorded in Suffolk Book 3035, Page 285.

6. Abolition of Grade Crossing at Dorchester Avenue as set forth in an instrument recorded in Suffolk Book 3246, Page 321.

7. Rights to maintain a sewer in the location as shown on a plan recorded with deed from Moses Williams, et al, Trustees to The New York New Haven and Hartford Railroad Company dated August 7, 1916 recorded in Suffolk Book 3976, Page 2.

8. The right to use Chestnut Place as set forth in a deed from William Harper to The New York New Haven and Hartford Railroad Company dated September 10, 1917 recorded in Suffolk Book 4053, Page 431.

9. The right to maintain a slope as set forth and reserved in a deed from the Trustees of the properties of The New York, New Haven and Hartford Railroad Company and the Old Colony Railroad Company to Hedge & Mattheis Company dated May 8, 1945 recorded in Suffolk Book 6155, Page 447.

10. Rights, easements and obligations as set forth and reserved in a deed from The New York, New Haven and Hartford Railroad Company to Harvey L. Macaulay dated November 29, 1951 recorded in Suffolk Book 6801, Page 514.

11. Rights, easements and obligations as reserved and set forth in a deed from The New York, New Haven and Hartford Railroad Company to Katherine L. Macaulay, et als dated October 16, 1951 recorded in Suffolk Book 6801, Page 518.

12. Rights reserved in a deed from the Trustees of the property of The New York, New Haven and Hartford Railroad Company to the Massachusetts Bay Transportation Authority dated October 18, 1965 recorded in Suffolk Book 7993, Page 230.

13. Rights and easements regarding a 24 inch steam line over the Premises off Bolton Street, as set forth in an easement from the Trustees of The New York, New Haven and Hartford Railroad Company to Boston Edison Company dated June 20, 1968 recorded in Suffolk Book 8213, Page 590.

14. Easement agreement between Penn Central Transportation Company and Boston Gas Company regarding a 20 inch gas main adjacent to and southwesterly of Bolton Street Bridge dated July 10, 1970 recorded in Suffolk Book 8379, Page 566.

15. Agreement by and between the Commonwealth of Massachusetts, acting through its Department of Public Works, and the Trustees in Reorganization of the property of Penn Central Transportation Company regarding the transfer of vehicular bridges dated August 16, 1972 recorded in Suffolk Book 8574, Page 529.

16. Easements for railroad purposes as set forth in a grant of easement from the Massachusetts Bay Transportation Authority to the Trustees of the property of Penn Central Transportation Company dated October 25, 1972 recorded in Suffolk Book 8599, Page 128.

17. Deeds from the Trustees of the property of Penn Central Transportation Company to the Commonwealth of Massachusetts, acting through its Department of Public Works in and to the following railroad bridges dated December 28, 1972:

a. West Third Street bridge recorded in Suffolk Book 8600, Page 74,
b. Bolton Street bridge recorded in Suffolk Book 8600, Page 76,
c. Athens Street bridge recorded in Suffolk Book 8600, Page 78,
d. Silver Street bridge recorded in Suffolk Book 8600, Page 90,
e. West Fourth Street bridge recorded in Suffolk Book 8600, Page 92,
f. Gold Street bridge recorded in Suffolk Book 8600, Page 94,
g. West Sixth Street bridge recorded in Suffolk Book 8600, Page 96,
h. Dorchester Street bridge recorded in Suffolk Book 8600, Page 98,
i. West Fifth Street bridge recorded in Suffolk Book 8600, Page 102,
j. West Second Street bridge recorded in Suffolk Book 8600, Page 144, and
k. West Broadway bridge recorded in Suffolk Book 8600, Page 146.

18. Rights and easements as set forth in a deed from the Trustees of the property of Penn Central Transportation Company to Massachusetts Bay Transportation Authority dated March 30, 1976 recorded in Suffolk Book 8860, Page 210.

19. Rights and easements as set forth in a deed from the Trustees of the property of Penn Central Transportation Company to Consolidated Rail Corporation dated March 30, 1976 recorded in Suffolk Book 9091, Page 153, as affected by:

a. Release from Consolidated Rail Corporation to the Trustees of the property of Penn Central Transportation Company dated October 23, 1978 recorded in Suffolk Book 9110, Page 245; and

b. Release of Easements from Consolidated Rail Corporation to Penn Central Corporation dated September 5, 1979 recorded in Suffolk Book 9277, Page 300.

20. Rights and easements as set forth in a deed from Consolidated Rail Corporation to National Railroad Passenger Corporation dated April 1, 1976 recorded in Suffolk Book 9110, Page 73.

21. Rights and easements for the use of railroad tracks as set forth in a deed from Consolidated Rail Corporation to Deluxe Diner, Inc. dated December 20, 1979 recorded in Suffolk Book 9486, Page 80.

22. Rights and easements as set forth in a deed from The Penn Central Corporation to the Trustees of Broderick Properties Trust dated December 1, 1980 recorded in Suffolk Book 9636, Book 294.

23. Deed of Easement between Consolidated Rail Corporation and Boston Gas Company dated June 17, 1982 recorded in Suffolk Book 10006, Page 37.

24. Rights, easements and obligations as set forth in a deed from Consolidated Rail Corporation to Deluxe Diner, Inc. dated October 19, 1982 recorded in Suffolk Book 10163, Page 197, as affected by Corrective Deed dated September 17, 1985 recorded in Suffolk Book 12153, Page 183.

25. Rights and easements, including air rights, as set forth and reserved in a deed from Consolidated Rail Corporation to Nicholas J. Contos, et ux dated March 18, 1985 recorded in Suffolk Book 12153, Page 193, as affected by:

a. Air Rights Agreement by and among the Commonwealth of Massachusetts, Consolidated Rail Corporation, Nicholas J. Contos, et ux and No Name Restaurant, Inc. dated September 16, 1991 recorded in Suffolk Book 17089, Page 112;

b. Order of Taking Layout No. 6863 by the Commonwealth of Massachusetts for railroad purposes dated October 10, 1991 recorded in Suffolk Book 17091, Page 304; and

c. Agreement for Judgment and Order dated January 29, 1999 recorded in Suffolk Book 24395, Page 265.

26. Tax Taking by the City of Boston on B Street, Assessors Parcel No. 02643-005, dated October 4, 1988 recorded in Suffolk Book 15166, Page 153.

27. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10.

28. Air Rights Agreement by and among the Commonwealth of Massachusetts, Consolidated Rail Corporation, Nicholas J Contos, et ux, and No Name Restaurant, Inc. dated September 16, 1991 recorded in Suffolk Book 17089, Page 112.

29. Subject to and with the benefit of rights and easements in an Order of Taking Layout No. 6863 by the Commonwealth of Massachusetts for railroad purposes dated October 10, 1991 recorded in Suffolk

Book 17091, Page 304, and registered in Suffolk Land Court as Document No. 479769, as affected by:

a. License Agreement for Use of Permanent Easement by and between the Commonwealth of Massachusetts and Consolidated Rail Corporation dated December 13, 1991 recorded in Suffolk Book 17275, Page 133;

b. First Amendment to the Permanent Easement License Agreement between the Commonwealth of Massachusetts and Consolidated Rail Corporation dated August 23, 1993 recorded in Suffolk Book 20686, Page 288;

c. Grant of easements by the Commonwealth of Massachusetts, acting by and through the Massachusetts Department of Highways to Massachusetts Turnpike Authority dated December 13, 1995 registered in Suffolk Land Court as Document No. 533627; and

d. Grant of easement by the Commonwealth of Massachusetts, through its Division of Capital Planning and Operations to Consolidated Rail Corporation dated August 15, 1997 recorded in Suffolk Book 21655, Page 207.

30. Tax Taking by the City of Boston on West Fifth Street, Assessors Parcel No. 00181-000, dated October 28, 1992 recorded in Suffolk Book 17906, Page 130.

31. Order of Taking Layout No. 6971 by the Commonwealth of Massachusetts dated March 16, 1993 recorded in Suffolk Book 18128, Page 17, as affected by Order of Taking dated March 21, 1995 recorded in Suffolk Book 19669, Page 100.

32. Tax Taking by the City of Boston on B Street, Assessors Parcel 02643-005, dated November 15, 1994 recorded in Suffolk Book 19457, Page 259.

33. Perpetual and assignable easements as set forth in an Indenture dated March 25, 1996 by and between Consolidated Rail Corporation and CRC Properties, Inc. recorded in Suffolk Book 20472, Page 195, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176.

34. Tax Taking by the City of Boston on West Sixth Street, Assessors Parcel 00223-010, dated September 24, 1996 recorded in Suffolk Book 20982, Page 202.

35. Tax Taking by the City of Boston on B Street, Assessors Parcel 02769-100, dated September 24, 1996 recorded in Suffolk Book 20982, Page 304.

36. Rights and easements as set forth in an instrument by the Commonwealth of Massachusetts, through its Division of Capital Planning and Operations, to Consolidated Rail Corporation dated August 15, 1997 recorded in Suffolk Book 21655, Page 207.

37. Rights and easements as set forth in a deed from Consolidated Rail Corporation to Nicholas J. Contos, et ux dated March 13, 1990 recorded July 23, 1998 in Suffolk Book 22704, Page 306.

38. Rights and easements as set forth in a deed from Consolidated Rail Corporation to New York

Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 132, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

39. Rights and easements as set forth in a Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176.

40. Order of Taking, Layout No. 7533 by the Commonwealth of Massachusetts dated April 11, 2001 recorded in Suffolk Book 26269, Page 131 for the widening and relocation of the State Highway at Silver Street.

41. Rights and easements as set forth in a Deed of Easement from New York Central Lines LLC to Massachusetts Convention Center Authority dated February 19, 2002 recorded in Suffolk Book 28419, Page 169.

42. Rights and easements as set forth in a Deed of Easement from Massachusetts Convention Center Authority to New York Central Lines LLC dated March 19, 2002 recorded in Suffolk Book 28419, Page 179.

43. Rights and easements as set forth in deed from CSX Transportation, Inc. to Thomas Fitzgerald dated December 21, 2009 recorded in Suffolk Book 46044, Page 117.

MILTON SECONDARY TRACK

1. Subject to the right of the City of Boston and other persons to maintain a sewer as set forth in a deed from Moses Williams, et al, Trustees to The New York New Haven and Hartford Railroad Company dated August 7, 1916 recorded in Suffolk Book 3976, Page 2.

2. Subject to and with the benefit of rights reserved in a deed from the Trustees of the property of The New York, New Haven and Hartford Railroad Company to the Massachusetts Bay Transportation Authority dated October 18, 1965 recorded in Suffolk Book 7993, Page 230.

3. Subject to and with the benefit of rights and easements reserved in a deed from the Trustees of the Property of Penn Central Transportation Company to Massachusetts Bay Transportation Authority dated March 30, 1976 recorded in Suffolk Book 8860, Page 210.

4. Subject to and with the benefit of rights and easements reserved in a deed from Consolidated Rail Corporation to National Railroad Passenger Corporation dated April 1, 1976 recorded in Suffolk Book 9110, Page 73.

5. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10.

6. 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 Suffolk Book 20472, Page 195, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Lines LLC dated June 1,

1999 recorded in Suffolk Book 24458, Page 176.

7. 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 Suffolk Book 24458, Page 132, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

8. Subject to and with the benefit of a Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176.

GRAND JUNCTION SECONDARY TRACK
SECTION I

BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/1A

1. Order of the Cambridge Common Council dated July 5, 1854 that the Union Railroad Company be permitted to cross the streets and avenues in Cambridge.

2. Taking by the Commonwealth of Massachusetts through the Metropolitan Sewerage Commissioners dated September 10, 1890 recorded in Suffolk Book 1955, Page 516.

3. Taking by the City of Cambridge from the Boston and Albany Railroad Company for the purposes of a public park dated February 6, 1894 recorded in Middlesex Book 2252, Page 401.

4. License No. 1694 issued to the Boston and Albany Railroad to repair a bridge dated July 18, 1894 recorded in Suffolk Book 2224, Page 385.

5. Taking by the Commonwealth of Massachusetts through the Metropolitan Water Supply of rights and easements to maintain pipes etc. dated May 14, 1897 recorded in Suffolk Book 2441, Page 586.

6. Taking by the Commonwealth of Massachusetts through the Metropolitan Park Commissioners dated April 5, 1899 recorded in Suffolk Book 2598, Page 625, as affected by Release dated April 18, 1899 recorded in Suffolk Book 2600, Page 569.

7. Abandonment of rights of way as set forth in a deed from the Commonwealth of Massachusetts, through the Metropolitan Park Commission dated July 24, 1899 recorded in Suffolk Book 2628, Page 401.

8. Abandonment of rights of way as set forth in a deed from the Commonwealth of Massachusetts through the Metropolitan Park Commission dated January 22, 1900 recorded in Suffolk Book 2662, Page 581.

9. Abolition of grade crossing at Essex Street dated June 1, 1905 recorded in Suffolk Book 3047, Page 489 and in Middlesex Book 3164, Page 565.

10. License No. 2938 issued to the Boston and Albany Railroad to rebuild a bridge dated March 20,

1905 recorded in Suffolk Book 3066, Page 134 and in Middlesex Book 3162, Page 589.

11. License No. 3049 issued to the Boston and Albany Railroad to build a pile dolphin and extend a guard pier dated April 11, 1906 recorded in Suffolk Book 3124, Page 627.

12. Taking by the City of Boston of rights and easements for its sewerage works dated October 16, 1911 recorded in Suffolk Book 3581, Page 378.

13. License No. 186 issued to the Boston and Albany Railroad to maintain a submarine cable then existing in Charles River at its bridge Grand Junction dated November 4, 1921 recorded in Suffolk Book 4338, Page 341 and in Middlesex Book 4481, Page 482.

14. License No. 135 issued to the Boston and Albany Railroad to maintain two submarine cables at its bridge across Charles River dated June 15, 1921 recorded in Suffolk Book 4338, Page 342 and in Middlesex Book 4481, Page 486.

15. License No. 302 issued to the Boston and Albany Railroad to rebuild a portion of the draw span in its bridge across Charles River dated April 12, 1923 recorded in Suffolk Book 4471, Page 161 and in Middlesex Book 4642, Page 259.

16. Subject to perpetual rights and easements to maintain piers supporting Cottage Farm Bridge and rights and easements regarding the underpass as set forth and reserved in a deed from Commonwealth of Massachusetts, acting through its Metropolitan District Commission, Parks Division, to the Boston and Albany Railroad Company dated June 3, 1929 recorded in Suffolk Book 5113, Page 315 and in Middlesex Book 5378, Page 113.

17. Taking by the Metropolitan District Commission of the right and easement to construct and maintain a bridge dated December 20, 1934 recorded in Middlesex Book 5900, Page 121.

18. Taking by the Metropolitan District Commission dated June 5, 1958 recorded in Suffolk Book 7320, Page 507.

19. Subject to and with the benefit of rights and easements as set forth in deed from The New York Central Railroad Company to the Massachusetts Turnpike Authority dated December 14, 1962 recorded in Suffolk Book 7710, Page 168 and in Middlesex Book 10190, Page 564, as affected by:

a. Amendment of Deed dated January 9, 1979 recorded in Suffolk Book 9154, Page 376; and

b. Release Deed dated July 19, 1982 recorded in Suffolk Book 10033, Page 304.

20. Order of Taking No. B50 by the Massachusetts Turnpike Authority dated December 20, 1962 recorded in Suffolk Book 7710, Page 172 as affected by:

a. Certificate of Entry made December 27, 1962 recorded in Suffolk Book 7710, Page 181; and

b. Release Deed dated July 19, 1982 recorded in Suffolk Book 10033, Page

304.

21. Subject to and with the benefit of rights and easements as set forth in a Deed of Easements from the Massachusetts Turnpike Authority to The New York Central Railroad Company dated December 27, 1962 recorded in Suffolk Book 7710, Page 182 and in Middlesex Book 10191, Page 568, as affected by:

a. Amendment of Easement dated January 9, 1979 recorded in Suffolk Book 9154, Page 379;

b. Release Deed dated July 19, 1982 recorded in Suffolk Book 10033, Page 304;

c. Release of Easements dated April 8, 1982 recorded in Suffolk Book 10080, Page 137;

d. Exchange of Easement Agreement dated April 26, 1984 recorded in Suffolk Book 10939, Page 225;

e. Partial Release of Easement dated August 17, 1995 recorded in Suffolk Book 20586. Page 175; and

f. Grant of Easement dated August 17, 1995 recorded in Suffolk Book 20586, Page 192.

22. Agreement by and between the Commonwealth of Massachusetts, acting through its Department of Public Works, and Trustees in Reorganization of the Property of Penn Central Transportation Company regarding the transfer of vehicular bridges dated August 16, 1972 recorded in Suffolk Book 8574, Page 529 and in Middlesex Book 12310, Page 291.

23. Overhead station easement in Release Deed from Consolidated Rail Corporation to the Massachusetts Turnpike Authority dated July 19, 1982 recorded in Suffolk Book 10033, Page 304.

24. Subject to and with the benefit of perpetual easements as set forth in a Deed of Easements from the Massachusetts Turnpike Authority to Consolidated Rail Corporation dated August 27, 1981 recorded in Suffolk Book 10080, Page 142.

25. Rights set forth in an Exchange of Easement Agreements between Consolidated Rail Corporation and the Massachusetts Turnpike Authority dated April 26, 1984 recorded in Suffolk Book 10939, Page 224.

26. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10 and in Middlesex Book 19658, Page 389, which may include, without limitation, an Easement and Right of First Refusal over the Grand Junction Secondary Track.

27. Order of Conditions, DEP File No. 6-411 regarding the Conrail Right of Way and bridge, south bank of the Charles River dated January 17, 1990 recorded in Suffolk Book 16480, Page 174.

28. Order of Conditions, DEQE File No. 123-76 regarding Conrail Bridge at the Charles River,

CambridgePort (East of Boston University Bridge) dated September 14, 1990 recorded in Middlesex Book 20772, Page 303.

29. Subject to and with the benefit of covenants as set forth in a deed from Consolidated Rail Corporation to Massachusetts Institute of Technology dated July 23, 1993 recorded in Middlesex Book 23540, Page 452.

30. Grant of Easement between Massachusetts Turnpike Authority and Consolidated Rail Corporation dated August 17, 1995 recorded in Suffolk Book 20586, Page 192.

31. 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 Suffolk Book 20472, Page 195, and in Middlesex Book 26217, Page 130, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

32. 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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

33. Subject to and with the benefit of Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

34. 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 Suffolk Book 45139, Page 230.

35. 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 Suffolk Book 45139, Page 247.

36. 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 Suffolk Book 45139, Page 255.

37. 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 Suffolk Book 45139, Page 262.

38. 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 Suffolk Book 45139, Page 269.

BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/1B

1. Order of the Cambridge Common Council dated July 5, 1854 that the Union Railroad Company be permitted to cross the streets and avenues in Cambridge.

2. Restrictions set forth in a deed from Sidney Willard to Joseph C. Lovejoy dated June 15, 1848 and recorded in Middlesex Book 530, Page 195, as noted on Middlesex Land Court Certificate of Title No. 8158.

3. Restrictions set forth in a deed from Charles Wood to the Grand Junction Railroad and Depot Company dated October 15, 1855 and recorded in Middlesex Book 730, Page 269, as noted on Middlesex Land Court Certificate of Title No. 8007.

4. Subject to rights of way forty feet wide from Brookline Street to a passageway as set forth in a deed from Joseph C. Lovejoy to Grand Junction Railroad and Depot Company dated July 5, 1855 recorded in Middlesex Book 720, Page 341.

5. Subject to the right to enjoy two convenient crossings as reserved in a deed from Willard Dalrymple et al to Boston and Worcester Railroad Corporation dated February 13, 1860 recorded in Middlesex Book 860, Page 580.

6. Taking in 1887 by the City of Cambridge of a 20 feet wide sewer easement running through the middle of Waverly Street, as noted on Middlesex Land Court Certificate of Title No. 8007.

7. Unrecorded Taking in 1888 by the City of Cambridge of a sewer easement as shown on Land Court Plan No. 2866A, as noted on Middlesex Land Court Certificate of Title No. 8158.

8. Taking by the Commonwealth of Massachusetts by its Metropolitan Sewerage Commissioners of a sewer easement dated March 25, 1893 recorded in Middlesex Book 2183, Page 245 and as noted on Middlesex Land Court Certificate of Title No. 8158.

9. Metropolitan sewer easement made February 6, 1895 in all of Waverly Street as far southwest as the southwesterly line of Chestnut Street extended southeasterly dated February 6, 1895 as noted on Middlesex Land Court Certificate of Title No. 8007.

10. Taking by the City of Cambridge of a 20 foot wide sewer easement dated April 1, 1913 recorded in Middlesex Book 3779, Page 19 as shown on plan recorded in Middlesex Plan Book 211, Plan 16, and noted on Middlesex Land Court Certificate of Title No. 8007.

11. The benefit of an agreement regarding the maintenance of a fence as set forth in a deed from Boston and Albany Railroad Company to California Stucco Products of New England, Inc. dated January 15, 1947 registered in Middlesex Land Court as Document No. 211137.

12. The benefit of an agreement regarding the maintenance of a fence as set forth in a deed from Boston and Albany Railroad Company to Blake Henry Realty Corporation dated May 6, 1957 registered in Middlesex Land Court as Document No. 318762.

13. Agreement between Massachusetts Institute of Technology and The New York Central Railroad Company dated March 5, 1962 recorded in Middlesex Book 10108, Page 474 regarding the use of water

pipes.

14. Subject to and with the benefit of rights and easements as reserved and set forth in a deed from the New York Central Railroad Company to Massachusetts Institute of Technology dated December 1, 1967 recorded in Middlesex Book 11443, Page 359.

15. Order of Taking by Metropolitan District Commission for the North Charles Relief Sewer of perpetual rights and easements to maintain sewers dated June 21, 1972 recorded in Middlesex Book 12233, Page 338 as shown on Plan No. 723 of 1972, and registered in Middlesex Land Court as Document No. 499024.

16. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10 and in Middlesex Book 19658, Page 389, which may include, without limitation, an Easement and Right of First Refusal over the Grand Junction Secondary Track.

17. Subject to and with the benefit of covenants as set forth and reserved in a deed from Consolidated Rail Corporation to Perrin Realty Trust dated November 9,1987 recorded in Middlesex Book 18742, Page 139 and registered in Middlesex Land Court as Document No. 762600.

18. Subject to and with the benefit of covenants as set forth and reserved in a deed from Consolidated Rail Corporation to Massachusetts Institute of Technology dated July 23, 1993 recorded in Middlesex Book 23540, Page 452 as shown on Plan No. 575 of 1993.

19. Taking in fee by the City of Cambridge for the creation of a public way dated February 1, 1999 recorded in Middlesex Book 29848, Page 206 as shown on Plan No. 183 of 1999.

20. Taking in fee by the City of Cambridge for the creation of a public way dated February 1, 1999 registered in Middlesex Land Court as Document No. 1098440.

21. Taking in fee by the City of Cambridge for the creation of a public way dated February 1, 1999 registered in Middlesex Land Court as Document No. 1098441.

22. Order of City of Cambridge for Acceptance of Waverly Street as public way dated February 1, 1999 recorded in Middlesex Book 29848, Page 238 as shown on Plan No. 188 of 1999, and registered in Middlesex Land Court as Document No. 1098445.

23. 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 Suffolk Book 20472, Page 195, and in Middlesex Book 26217, Page 130, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

24. 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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

25. Subject to and with the benefit of Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

26. Agreement between New York Central Lines LLC, successor to Consolidated Rail Corporation, grantor, and 325 Vassar Street Realty Trust, successor to Perrin Realty Trust, grantee, regarding the erection of a fence dated February 26, 2001 recorded in Middlesex Book 32734, Page 508 and registered in Middlesex Land Court as Document No. 1168752.

27. Subject to rights of all persons lawfully entitled thereto in and over Waverly Street.

BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/2A

1. Order of the Cambridge Common Council dated July 5, 1854 that the Union Railroad Company be permitted to cross the streets and avenues in Cambridge.

2. Rights reserved in a deed from Willard Dalrymple and Martin Lennon to the Boston and Worcester Railroad Corporation dated February 13, 1860 recorded in Middlesex Book 860, Page 580.

3. Easement for the Widening, Extension and Laying out of Front Street (now known as Massachusetts Avenue) by the City of Cambridge In Board of Mayor and Aldermen dated July 10, 1888.

4. Agreement regarding the maintenance of a fence as set forth in a deed from The New York Central Railroad Company to Massachusetts Institute of Technology dated April 11, 1963 recorded in Middlesex Book 10280, Page 398.

5. Agreement regarding a pedestrian footbridge by and between The New York Central Railroad Company and the Massachusetts Institute of Technology dated February 15, 1963 recorded in Middlesex Book 10400, Page 568.

6. Agreement regarding the maintenance of a fence as set forth in a deed from The New York Central Railroad Company to Massachusetts Institute of Technology dated October 23, 1963 recorded in Middlesex Book 10409, Page 587.

7. Subject to and with the benefit of rights and easements as set forth in a deed from The New York Central Railroad Company to Massachusetts Institute of Technology dated December 10, 1964 recorded in Middlesex Book 10719, Page 278, as affected by a Release from the Trustees of the Property of Penn Central Transportation Company to Massachusetts Institute of Technology dated November 20, 1970 recorded in Middlesex Book 11975, Page 466.

8. Subject to and with the benefit of rights and easements as set forth in a deed from The New York Central Railroad Company to Massachusetts Institute of Technology dated December 10, 1965 recorded in Middlesex Book 11007, Page 232.

9. Subject to and with the benefit of rights and easements as set forth in a deed from The New York Central Railroad Company to Massachusetts Institute of Technology dated December 2, 1966 recorded in Middlesex Book 11267, Page 38.

10. Subject to and with the benefit of rights and easements as set forth in a deed from The New York Central Railroad Company to Massachusetts Institute of Technology dated December 1, 1967 recorded in Middlesex Book 11443, Page 359.

11. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10 and in Middlesex Book 19658, Page 389, which may include, without limitation, an Easement and Right of First Refusal over the Grand Junction Secondary Track.

12. Covenants set forth in a deed from Consolidated Rail Corporation to Massachusetts Institute of Technology dated December 4, 1987 recorded in Middlesex Book 19487, Page 291, as affected by Affidavit regarding release of an easement dated May 18, 1988 recorded in Middlesex Book 19487, Page 297.

13. 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 Suffolk Book 20472, Page 195, and in Middlesex Book 26217, Page 130, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

14. Subject to and with the benefit of Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

15. Subject to such rights as the City of Cambridge may have with respect to a sewer in the area marked "20 Foot Right of Way for Sewer" as shown on plan entitled "Plan of Land in Cambridge, Mass." dated October 24, 1967, by William S. Crocker, Inc., Civil Engineers & Surveyors, recorded as Plan No. 1470 of 1967 in Middlesex Book 11443, Page 359.

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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

17. Grantor possesses easement rights, only, in the land shown on this Valuation Map.

BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/2B

1. Order of the Cambridge Common Council dated July 5, 1854 that the Union Railroad Company be permitted to cross the streets and avenues in Cambridge.

2. Subject to and with the benefit of a right of way as set forth in a grant of easement from Josiah Bright to Grand Junction Railroad and Depot Company dated October 22, 1855 recorded in Middlesex Book 730, Page 267.

3. Crossing rights reserved and set forth in a deed from George M. Rogers to Boston and Albany Railroad Company dated December 24, 1868 recorded in Middlesex Book 1073, Page 553.

4. Subject to and with the benefit of rights in a passageway (Hastings Street) as reserved in a deed from The Boston and Albany Railroad Company to Charles F. McClure dated January 6, 1869 recorded in Middlesex Book 1074, Page 11.

5. License No. 185 issued by the Commonwealth of Massachusetts Department of Public Works to The Boston and Albany Railroad Company to maintain a submarine cable in Broad Canal dated November 4, 1921 recorded in Middlesex Book 4481, Page 481 as shown on plan recorded in Plan Book 301, Plan 10.

6. License No. 136 issued by the Commonwealth of Massachusetts Department of Public Works to The Boston and Albany Railroad Company to maintain a submarine cable in Broad Canal dated June 15, 1921 recorded in Middlesex Book 4481, Page 485 as shown on plan recorded in Plan Book 301, Plan 10.

7. Order of Taking in fee by the City of Cambridge for the widening and construction of Broadway dated December 21, 1926, recorded in Middlesex Book 5054, Page 161, as affected by Order dated May 20, 1927 recorded in Middlesex Book 5102, Page 346.

8. Order of Taking by the City of Cambridge of an easement for the widening and construction of Broadway, dated September 20, 1927 recorded in Middlesex Book 5148, Page 213 as shown on plan recorded in Plan Book 401, Plan 36.

9. Subject to and with the benefit of an agreement regarding fire damage as set forth in a deed from The Boston and Albany Railroad Company to Lever Brothers Company dated October 6, 1936 recorded in Middlesex Book 6088, Page 266.

10. Subject to and with the benefit of an agreement regarding fire damage as set forth in a deed from Boston and Albany Railroad Company to Spencer A. Studwell dated October 6, 1936 recorded in Middlesex Book 6088, Page 270.

11. Subject to and with the benefit of easements as reserved in deed from The New York Central Railroad Company to Massachusetts Institute of Technology dated December 10, 1964 recorded in Middlesex Book 10719, Page 278 as shown on Plan No. 1534 of 1964, as affected by release dated November 20, 1970 recorded in Middlesex Book 11975, Page 466.

12. Subject to and with the benefit of rights and agreements as set forth in a deed from New York Central Railroad Company to A. E. Staley Manufacturing Company dated December 14, 1962 recorded in Middlesex Book 10190, Page 285.

13. Agreement by and between The New York Central Railroad Company, a Delaware corporation, (successor to the Boston & Albany Company), The New York Central Railroad Company, a New York corporation and Cambridge Steam Corporation regarding an underground steam line dated February 23, 1965 recorded in Middlesex Book 11071, Page 429, and shown on Plan No. 273 of 1966.

14. Subject to and with the benefit of easements reserved in deed from The New York Central Railroad Company to Massachusetts Institute of Technology dated May 18, 1966 recorded in Middlesex Book 11126, Page 182 and shown on Plan No. 657 of 1966.

15. Land Disposition Contract between the Cambridge Redevelopment Authority and the United States of America, dated June 13, 1966 recorded in Middlesex Book 11137, Page 315, and shown on Plan No. 715 of 1966.

16. Subject to and with the benefit of covenant and agreement to maintain a fence as set forth in a deed from The New York Central Railroad Company to Canal Realty Corporation dated May 10, 1967 recorded in Middlesex Book 11329, Page 321.

17. Agreement by and between the Commonwealth of Massachusetts, acting through its Department of Public Works, and Trustees in Reorganization of the Property of Penn Central Transportation Company regarding the transfer of vehicular bridges dated August 16, 1972 recorded in Middlesex Book 12310, Page 291.

18. Order of Conditions issued by Cambridge Conservation Commission to Consolidated Rail Corporation regarding the Bridge No. 1.71, Broad Canal, File No. 123-28, dated May 11, 1981 recorded in Middlesex Book 14446, Page 158.

19. Subject to and with the benefit of rights and easements as set forth and reserved in a deed from Consolidated Rail Corporation to Cambridge Redevelopment Authority dated August 10, 1982 recorded in Middlesex Book 14754, Page 323.

20. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10 and in Middlesex Book 19658, Page 389, which may include, without limitation, an Easement and Right of First Refusal over the Grand Junction Secondary Track.

21. Subject to and with the benefit of covenants as set forth in deed from Consolidated Rail Corporation to The Charles Stark Draper Laboratory, Inc. dated August 14, 1985 recorded in Middlesex Book 16512, Page 279.

22. Subject to and with the benefit of covenants as set forth in deed from Consolidated Rail Corporation to Far VI Limited Partnership, dated December 4, 1987 recorded in Middlesex Book 18765, Page 304.

23. Subject to and with the benefit of covenants as set forth in deed from Consolidated Rail Corporation to Canal Realty Corp., dated December 16, 1987 recorded in Middlesex Book 19485, Page 60.

24. Subject to and with the benefit of covenants as set forth in deed from Consolidated Rail Corporation to Old Binney Realty Trust, dated December 16, 1987 recorded in Middlesex Book 19545, Page 192.

25. 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 Suffolk Book 20472, Page 195, and in Middlesex Book 26217, Page 130, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in

Middlesex Book 30898, Page 25.

26. Subject to and with the benefit of a Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

27. 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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/3A

1. Order of the Cambridge Common Council dated July 5, 1854 that the Union Railroad Company be permitted to cross the streets and avenues in Cambridge.

2. Order of Taking by Commonwealth of Massachusetts Metropolitan District Commission for the McGrath Highway in Somerville, of an easement taken from Boston & Albany Railroad dated November 4, 1954 recorded in Middlesex Book 8358, Page 38 as shown on plan recorded as Plan No. 1824 of 1954.

3. Order of Taking by the Commonwealth of Massachusetts through the Metropolitan District Commission of an easement for the reconstruction of Squire's Bridge in Somerville, dated May 24, 1956 recorded in Middlesex Book 8745, Page 350 as shown on plan recorded as Plan No. 972 of 1956.

4. Easement to repair tracks as set forth and reserved in a deed from The New York Central Railroad Company to American Biltrite Rubber Co., Inc. dated December 14, 1961 recorded in Middlesex Book 9962, Page 526.

5. Subject to and with the benefit of the covenant to maintain a fence as set forth in deed from The New York Central Railroad Company to Angelo Renna, et ux dated November 1, 1966 recorded in Middlesex Book 11264, Page 157.

6. Subject to and with the benefit of the covenant to maintain a fence as set forth in deed from The New York Central Railroad Company to Anthony J. Uglietto, et als dated April 17, 1967 recorded in Middlesex Book 11315, Page 569.

7. Subject to and with the benefit of covenants and agreements regarding the construction of a driveway and the maintenance of a fence as set forth and reserved in a deed from Penn Central Company to Anthony J. Uglietto, et als dated December 10, 1968 recorded in Middlesex Book 11621, Page 483.

8. Agreement by and between the Commonwealth of Massachusetts, acting through its Department of Public Works, and Trustees in Reorganization of the Property of Penn Central Transportation Company regarding the transfer of vehicular bridges dated August 16, 1972 recorded in Middlesex Book 12310, Page 291.

9. Subject to and with the benefit of rights and easements reserved and granted in a deed from Consolidated Rail Corporation to Canal Realty Corporation dated March 24, 1982 recorded in Middlesex Book 14568, Page 294.

10. Subject to and with the benefit of rights and easements as set forth in a deed from Consolidated Rail Corporation to Cambridge Redevelopment Authority dated August 10, 1982 recorded in Middlesex Book 14754, Page 323.

11. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10 and in Middlesex Book 19658, Page 389, which may include, without limitation, an Easement and Right of First Refusal over the Grand Junction Secondary Track.

12. Subject to and with the benefit of covenants as set forth in deed from Consolidated Rail Corporation to Far VI Limited Partnership dated December 4, 1987 recorded in Middlesex Book 18765, Page 304.

13. Subject to and with the benefit of covenants as set forth in deed from Consolidated Rail Corporation to Canal Realty Corp. dated December 16, 1987 recorded in Middlesex Book 19485, Page 60.

14. Subject to and with the benefit of covenants as set forth in deed from Consolidated Rail Corporation to Old Binney Realty Trust dated December 16, 1987 recorded in Middlesex Book 19545, Page 192.

15. Subject to and with the benefit of covenants, easements and agreements as set forth in a deed from Consolidated Rail Corporation to Roman Catholic Archbishop of Boston dated December 16, 1987 recorded in Middlesex Book 19662, Page 92.

16. 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 Suffolk Book 20472, Page 195, and in Middlesex Book 26217, Page 130, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

17. 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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

18. Subject to and with the benefit of a Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/3B

1. Act to promote the public safety and convenience, by a bridge at the intersection of the Boston and Lowell, the Fitchburg and the Grand Junction Railroad, in Somerville passed June 6, 1856 under Chapter 296 of the Acts of 1856.

2. Superior Court Decree for the abolition of certain grade crossings on Somerville Avenue dated July 7, 1908 recorded in Middlesex Book 3392, Page 221, as shown on File Plan No. 441.

3. Order of Taking by Commonwealth of Massachusetts, Metropolitan District Commission for McGrath Highway, Somerville of an easement from Boston & Albany Railroad dated November 4, 1954 recorded in Middlesex Book 8358, Page 38, as shown on plan recorded therewith as Plan No. 1824 of 1954.

4. Agreement by and between the Commonwealth of Massachusetts, acting through its Department of Public Works, and Trustees in Reorganization of the Property of Penn Central Transportation Company regarding the transfer of vehicular bridges dated August 16, 1972 recorded in Middlesex Book 12310, Page 291.

5. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10 and in Middlesex Book 19658, Page 389, which may include, without limitation, an Easement and Right of First Refusal over the Grand Junction Secondary Track.

6. Subject to and with the benefit of rights and easements reserved in a deed from Consolidated Rail Corporation to Massachusetts Bay Transportation Authority dated November 1, 1996 recorded in Middlesex Book 26907, Page 99, as shown on plan recorded therewith as Plan No. 1277 of 1996.

7. 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 Suffolk Book 20472, Page 195, and in Middlesex Book 26217, Page 130, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176, and in Middlesex Book 30898, Page 25.

8. 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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

9. Subject to and with the benefit of a Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

GRAND JUNCTION SECONDARY TRACK
SECTION 2

BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/4A

1. Order of Taking, Layout No. 5741, by the Commonwealth of Massachusetts for Interstate Route 695, including a portion of its connection to Route I-93, dated December 27, 1967 recorded in Middlesex

Book 11449, Page 250.

2. Order of Taking, Layout No. 5742, by the Commonwealth of Massachusetts for Interstate Route 695, including a portion of its connection to Route I-93, dated December 27, 1967 recorded in Suffolk Book 8172, Page 266.

3. Agreement by and between the Commonwealth of Massachusetts, acting through its Department of Public Works, and Trustees in Reorganization of the Property of Penn Central Transportation Company regarding the transfer of vehicular bridges dated August 16, 1972 recorded in Middlesex Book 12310, Page 291 and Suffolk Book 8574, Page 529.

4. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10 and in Middlesex Book 19658, Page 389, which may include, without limitation, an Easement and Right of First Refusal over the Grand Junction Secondary Track.

5. Subject to and with the benefit of rights and easements reserved in a deed from Consolidated Rail Corporation to Massachusetts Bay Transportation Authority dated November 1, 1996 recorded in Middlesex Book 26907, Page 99 and in Suffolk Book 21074, Page 303, as shown on plan recorded in Middlesex as Plan No. 1277 of 1996.

6. 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 Suffolk Book 20472, Page 195, and in Middlesex Book 26217, Page 130, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176, and in Middlesex Book 30898, Page 25.

7. 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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

8. Subject to and with the benefit of a Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

GRAND JUNCTION SECONDARY TRACK
SECTION 3

BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/5B

1. Slope Easement from Francis Lewis, et als, Trustees, to Boston and Albany Railroad Company dated November 16, 1910 recorded in Middlesex Book 3566, Page 491 as shown on plan recorded in Plan Book 190, Plan 5.

2. Unrecorded License granted by E. P. Converse & Co. to Boston and Albany Railroad Company dated March 12, 1912 as referenced on Boston and Albany Railroad Valuation Map 1A/5B.

3. Indenture between Boston and Albany Railroad Company, The New York Central Railroad Company and the Monsanto Chemical Company regarding surface crossings and the use of a subway or underpass, dated March 1, 1946 recorded in Middlesex Book 6933, Page 572, as affected by Resolution of The New York Central Railroad Company dated April 10, 1946 recorded in Middlesex Book 6948, Page 487.

4 Deed of Easement from Consolidated Rail Corporation to New England Power Company regarding crossing rights over land in Everett and Chelsea, dated December 4, 1981 recorded in Middlesex Book 14510, Page 391, as affected by Amendment to Deed and Easement dated August 18, 1992 recorded in Middlesex Book 22559, Page 388.

5 Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10 and in Middlesex Book 19658, Page 389, which may include, without limitation, an Easement and Right of First Refusal over the Grand Junction Secondary Track.

6. Subject to and with the benefit of covenants as set forth in a deed from Consolidated Rail Corporation to Massachusetts Bay Transportation Authority dated May 4, 1989 recorded in Middlesex Book 20155, Page 199.

7. 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 Suffolk Book 20472, Page 195, and in Middlesex Book 26217, Page 130, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176, and in Middlesex Book 30898, Page 25.

8. 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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

9. Subject to and with the benefit of Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/6A

1. Sewer taking by the Commonwealth of Massachusetts through the Metropolitan Sewerage Commissioners dated August 7, 1891 recorded in Middlesex Book 2064, Page 142 as shown on Filed Plan Nos. 67 and 68, as affected by release dated October 4, 1894 recorded in Middlesex Book 2311, Page 545, and as affected by Order of U. S. District Court dated September 28, 1998 recorded in Middlesex Book 29255, Page 187.

2. Decree of Superior Court regarding abolition of grade crossings at Main Street and Broadway, Everett dated May 5, 1902 recorded in Middlesex Book 2964, Page 181 as shown on Filed Plans Nos. 330 and 331.

3. Order of Taking, Layout No. 4221 by the Commonwealth of Massachusetts, for the layout of Broadway dated November 16, 1954 recorded in Middlesex Book 8365, Page 452 as shown on Plan No. 1900 of 1954, and Certificate of Entry dated December 7, 1954 recorded in Middlesex Book 8374, Page 367.

4. Subject to and with the benefit of a Grant of Easement from A. P. Boxley, et als, as Trustees of Eastern Gas and Fuel Associates to The New York Central Railroad Company dated November 29, 1966 recorded in Middlesex Book 11263, Page 552, as affected by Order of United States District Court dated September 28, 1998 recorded in Middlesex Book 29255, Page 187.

5. Agreement by and between the Commonwealth of Massachusetts, acting through its Department of Public Works, and the Trustees in Reorganization of the Property of Penn Central Transportation Company regarding the transfer of vehicular bridges dated August 16, 1972 recorded in Middlesex Book 12310, Page 291.

6. Agreement between the Commonwealth of Massachusetts and the Trustees of the property of the Boston and Maine Corporation regarding railroad bridges, dated January 16, 1975 recorded in Middlesex Book 12773, Page 631, as affected by Agreement dated December 6, 1977 recorded in Middlesex Book 13424, Page 174.

7 Rights and easements for highway and slope purposes as set forth in a deed from the Trustees of the Property of Boston and Maine Corporation to the Commonwealth of Massachusetts acting through its Department of Public Works of the Main Street Bridge dated June 8, 1976 recorded in Middlesex Book 13042, Page 488.

8. Deed of Easement from Consolidated Rail Corporation to New England Power Company regarding crossing rights over land in Everett and Chelsea, dated December 4, 1981 recorded in Middlesex Book 14510, Page 391, as affected by Amendment to Deed of Easement dated August 18, 1992 recorded in Middlesex Book 22559, Page 388.

9. Deed of Easement from Consolidated Rail Corporation to Massachusetts Electric Company regarding crossing rights over land in Everett at Station 290+10, dated May 27, 1982 recorded in Middlesex Book 14651, Page 494.

10. Deed of Easement from Consolidated Rail Corporation to Algonquin Gas Transmission Company regarding crossing rights over land in Everett at Station 274+94, dated March 1, 1982 recorded in Middlesex Book 15050, Page 367.

11. Deed of Easement from Consolidated Rail Corporation to Boston Gas Company regarding a gas main pipe in Everett dated June 17, 1982 recorded in Suffolk Book 10006, Page 37.

12. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10 and in Middlesex Book 19658, Page 389, which may include, without limitation, an Easement and Right of First Refusal over the Grand Junction Secondary Track.

13. Order of Conditions, DEQE File No. 22-13 issued by the Everett Conservation Commission to the MBTA (Massachusetts Bay Transportation Authority) dated December 5, 1985 recorded in Middlesex Book 23120, Page 323.

14. Order of United States District Court in the matter of Tennessee Gas Pipeline Company vs. Consolidated Rail Corporation and approximately 0.85 acres of permanent easement and 1.25 acres of temporary work space in the City of Everett, Massachusetts, Civil Action No. 98-CV-10204-MEL, dated September 28, 1998 recorded in Middlesex Book 29255, Page 187.

15. 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 Suffolk Book 20472, Page 195, and in Middlesex Book 26217, Page 130, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

17. Subject to and with the benefit of Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

18. Possible 1/2 interest of the Massachusetts Bay Transportation Authority in Parcel #2 as shown on Boston and Albany Railroad Valuation Map V1A/6A.

BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/6B

1. A right of crossing reserved in a deed from Henry W. Fuller to Grand Junction Railroad and Depot Company dated January 1, 1851 recorded in Middlesex Book 603, Page 2.

2. A right to maintain streets and slope easements reserved in a deed from Winnisimmet Company to Grand Junction Railroad and Depot Company dated February 15, 1853 recorded in Suffolk Book 643, Page 41.

3. Subject to and with the benefit of slope easements as set forth in a deed from Winnisimmet Company to Grand Junction Railroad and Depot Company dated February 15, 1853 recorded in Suffolk Book 648, Page 15.

4. Rights to lay and maintain connecting sheets reserved in a deed from Atlantic Wharf Company to Grand Junction Railroad and Depot Company dated June 28, 1853 recorded in Suffolk Book 649, Page 101, and in Middlesex Book 657, Page 204.

5. Sewer taking by the Commonwealth of Massachusetts through the Metropolitan Sewerage

Commissioners dated August 7, 1891 recorded in Middlesex Book 2064, Page 142 as shown on Filed Plans Nos. 67 and 68, as affected by release dated October 4, 1894 recorded in Middlesex Book 2311, Page 545, and as affected by Order of United States District Court dated September 28, 1998 recorded in Middlesex Book 29255, Page 187.

6. Mutual Release between Royal S. Wentworth, et al and The Boston and Albany Railroad Company with the reservation of slope easements, dated April 24, 1903 recorded in Suffolk Book 2932, Page 177.

7. Order of the Supreme Judicial Court regarding railroad locations over West Third Street, Everett Avenue, and the intersection of Fifth and Spruce Streets in Chelsea dated October 23, 1912 recorded in Suffolk Book 3681, Page 424.

8. Agreement between the Commonwealth of Massachusetts, acting through its Department of Public Works, and Trustees in Reorganization of the Property of Penn Central Transportation Company regarding the transfer of vehicular bridges dated August 16, 1972 recorded in Middlesex Book 12310, Page 291.

9. Deed of Easement from Consolidated Rail Corporation to New England Power Company regarding crossing rights over land in Everett and Chelsea, dated December 4, 1981 recorded in Suffolk Book 9905, Page 344 and in Middlesex Book 14510, Page 391, as affected by Amendment dated August 18, 1992 recorded in Suffolk Book 17787, Page 191 and in Middlesex Book 22559, Page 388.

10. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10 and in Middlesex Book 19658, Page 389, which may include, without limitation, an Easement and Right of First Refusal over the Grand Junction Secondary Track.

11. Order of United States District Court in the matter of Tennessee Gas Pipeline Company vs. Consolidated Rail Corporation and approximately 0.85 acres of permanent easement and 1.25 acres of temporary work space in the City of Everett, Massachusetts, Civil Action No. 98-CV-10204-MEL, dated September 28, 1998 recorded in Middlesex Book 29255, Page 187.

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 Suffolk Book 20472, Page 195, and in Middlesex Book 26217, Page 130, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

14. Subject to and with the benefit of Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/7A

1. Mutual release, agreement regarding boundary lines and reservation of rights between The Boston and Albany Railroad Company and George H. Buck dated April 24, 1903 recorded in Suffolk Book 2932, Page 150.

2. Mutual release, agreement regarding boundary lines and reservation of rights between The Boston and Albany Railroad Company and City of Chelsea dated April 24, 1903 recorded in Suffolk Book 2932, Page 155.

3. Mutual release, agreement regarding boundary lines and reservation of rights between The Boston and Albany Railroad Company and Royal S. Wentworth dated April 24, 1903 recorded in Suffolk Book 2932, Page 163 and as noted on Certificate of Title No. 5117 in the Suffolk Land Court.

4. Agreement between The Boston and Albany Railroad Company and Franklin O. Whitney to establish boundary lines and slope rights dated April 24, 1903 recorded in Suffolk Book 2932, Page 168, as affected by Release by The Boston and Albany Railroad Company to Franklin O. Whitney dated September 1, 1911 recorded in Suffolk Book 3586, Page 262.

5. Mutual release, agreement regarding boundary lines and reservation of rights between The Boston and Albany Railroad Company and Henry A. Tenney and Willis Gould, as Executors under the will of Mellen Chamberlain dated April 24, 1903 recorded in Suffolk Book 2932, Page 184 and as noted on Certificate of Title No. 5117 in the Suffolk Land Court.

6. Mutual release, agreement regarding boundary lines and reservation of rights between The Boston and Albany Railroad Company and Robert B. Donaldson, et al, Trustees of the Washington Society of the New Jerusalem dated April 24, 1903 recorded in Suffolk Book 2932, Page 193 and as noted on Certificate of Title No. 5117 in the Suffolk Land Court.

7. Mutual release, agreement regarding boundary lines and reservation of rights between The Boston and Albany Railroad Company and Arthur H. Nichols dated April 24, 1903 recorded in Suffolk Book 2935, Page 213.

8. Provisions regarding a side track as set forth in a deed from Morris Feinberg, et als, to The New York Central and Hudson River Railroad Company, Lessee of the Boston and Albany Railroad Company dated May 24, 1905 recorded in Suffolk Book 3045, Page 500 and as noted on Certificate of Title No. 5117 in the Suffolk Land Court.

9. Slope rights granted in a deed from Franklin O. Whitney to Boston and Albany Railroad Company dated October 2, 1911 recorded in Suffolk Book 3586, Page 261.

10. Decree of Supreme Judicial Court regarding grade crossings over West Third Street, Everett Avenue, the intersection of Fifth and Spruce Streets, and the intersection of Arlington and Sixth Streets, dated April 5, 1912 recorded in Suffolk Book 3681, Page 424.

11. Side Track Agreement between Henry M. Levene to The Boston and Albany Railroad Company for land located on Everett and Fourth Streets dated December 30, 1920 recorded in Suffolk Book 4275,

Page 463, as affected by Covenant dated July 12, 1949 recorded in Suffolk Book 6539, Page 108.

12. Order of Taking, Layout No. 4147 by the Commonwealth of Massachusetts, Department of Public Works for the layout of a State Highway, Northeast Expressway (Route 1) dated May 4, 1954 recorded in Suffolk Book 6956, Page 243, and Certificate of Entry made May 18, 1954 recorded in Suffolk Book 6959, Page 251.

13. Tax Taking made by the City of Chelsea of 161 Elm Street from Penn Central Company dated September 30, 1971 recorded in Suffolk Book 8480, Page 639.

14. Agreement by and between the Commonwealth of Massachusetts, acting through its Department of Public Works, and Trustees in Reorganization of the Property of Penn Central Transportation Company regarding the transfer of vehicular bridges dated August 16, 1972 recorded in Middlesex Book 12310, Page 291 and in Suffolk Book 8574, Page 529.

15. Deed of Easement from Consolidated Rail Corporation to New England Power Company dated December 4, 1981 recorded in Suffolk Book 9905, Page 344, as affected by Amendment to Deed of Easement dated August 18, 1992 recorded in Suffolk Book 17787, Page 191.

16. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10 and in Middlesex Book 19658, Page 389, which may include, without limitation, an Easement and Right of First Refusal over the Grand Junction Secondary Track.

17. 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 Suffolk Book 20472, Page 195, and in Middlesex Book 26217, Page 130, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

18 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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

19. Subject to and with the benefit of Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/7B

1. Rights to maintain streets and slope easements as set forth and reserved in a deed from Winnisimmet Company to Grand Junction Rail Road and Depot Company dated February 14, 1853 recorded in Suffolk Book 643, Page 39.

2. Rights to maintain streets and slope easements as set forth and reserved in a deed from

Winnisimmet Company to Grand Junction Rail Road and Depot Company dated February 15, 1853 recorded in Suffolk Book 643, Page 41.

3. Taking of easement by City of Chelsea for laying and maintaining water pipes over 5 foot right of way over railroad dated April 30, 1900 recorded in Suffolk Book 2683, Page 222.

4. Mutual release and boundary line agreement between Boston and Albany Railroad Company and The Roman Catholic Archbishop of Boston dated September 25, 1912 recorded in Suffolk Book 3704, Page 189.

5 Mutual release and boundary line agreement between Boston and Albany Railroad Company and Lettie A. Cobb, et ux dated January 1, 1916 recorded in Suffolk Book 3937, Page 84.

6. Mutual release and boundary line agreement between Boston and Albany Railroad Company and Solomon Slotnick dated November 7, 1917 recorded in Suffolk Book 4062, Page 561.

7. Mutual release and boundary line agreement between Boston and Albany Railroad Company and Griffin Wheel Company dated October 15, 1921 recorded in Suffolk Book 4338, Page 343.

8. Mutual release and boundary line agreement between Boston and Albany Railroad Company and Louis Rubin dated January 25, 1924 recorded in Suffolk Book 4546, Page 107.

9. Tax Taking by City of Chelsea against Penn-Central Company for a parcel of land containing 11,332 sq. ft. on Gerrish Avenue dated September 30, 1971 recorded in Suffolk Book 8480, Page 637.

10. Tax Taking by City of Chelsea against Penn-Central Company for a parcel of land containing 2898 sq. ft. on Highland Street dated September 30, 1971 recorded in Suffolk Book 8480, Page 638.

11. Reserved rights as set forth in a deed from the Trustees of Penn Central Transportation Company to Leonard Florence dated January 19, 1972 recorded in Suffolk Book 8515, Page 126.

12. Agreement by and between the Commonwealth of Massachusetts, acting through its Department of Public Works, and Trustees in Reorganization of the Property of Penn Central Transportation Company regarding the transfer of vehicular bridges dated August 16, 1972 recorded in Suffolk Book 8574, Page 529.

13 Deed from the Trustees of Penn Central Transportation Company to the Commonwealth of Massachusetts of the Broadway bridge, together with easements for highway and slope purposes dated November 29, 1972 recorded in Suffolk Book 8586, Page 3.

14. Deed from the Trustees of Penn Central Transportation Company to the Commonwealth of Massachusetts of the Washington Avenue bridge, together with easements for highway and slope purposes dated December 28, 1972 recorded in Suffolk Book 8600, Page 68.

15. Deed of Easement from Consolidated Rail Corporation to New England Power Company dated December 4, 1981 recorded in Suffolk Book 9905, Page 344, as affected by Amendment to Deed of Easement dated August 18, 1992 recorded in Suffolk Book 17787, Page 191.

16. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and

Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10 and in Middlesex Book 19658, Page 389, which may include, without limitation, an Easement and Right of First Refusal over the Grand Junction Secondary Track.

17. 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 Suffolk Book 20472, Page 195, and in Middlesex Book 26217, Page 130, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

18. 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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

19. Subject to and with the benefit of Quitclaim Easement Assignment between Consolidated Rail Corporation and New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/8A

1. Subject to the rights to maintain streets and slope easements, and subject to the reservation of the fee interest in Eastern Avenue and Bellingham Street as reserved and set forth in a deed from Winnisimmet Company to the Grand Junction Rail Road and Depot Company dated February 14, 1853 recorded in Suffolk Book 643, Page 39.

2. License No. 187 issued by the Commonwealth of Massachusetts through the Board of Harbor Commissioners to the Boston and Albany Railroad Company to rebuild the Draw over Chelsea Creek between East Boston and Chelsea as authorized by Ch. 117 of the Acts of 1864, dated June 19, 1878 recorded in Suffolk Book 1428, Page 193.

3. License No. 2383 issued by the Commonwealth of Massachusetts through the Board of Harbor and Land Commissioners to the Boston and Albany Railroad Company to rebuild the bridge across Chelsea Creek in Boston and Chelsea, dated June 15, 1900 recorded in Suffolk Book 2692, Page 23.

4. License No. 3291 issued by the Commonwealth of Massachusetts through the Board of Harbor and Land Commissioners to the Boston and Albany Railroad Company to rebuild a portion of the bridge, on piles, on Chelsea Creek in Boston and Chelsea, dated May 25, 1908 recorded in Suffolk Book 3301, Page 584.

5. License No. 103 issued by the Commonwealth of Massachusetts through Directors of the Port of Boston to the Boston and Albany Railroad Company to rebuild a portion of the railroad bridge between Boston and Chelsea, dated August 20, 1914 recorded in Suffolk Book 3847, Page 293.

6. License No. 120 issued by the Commonwealth of Massachusetts through Directors of the Port of Boston to the Boston and Albany Railroad Company to rebuild draw span, piers and trestle in and over

Chelsea Creek in Boston and Chelsea, dated April 15, 1915 recorded in Suffolk Book 3890, Page 6.

7. License No. 39 issued by the Commonwealth of Massachusetts through Commission on Waterways and Public Lands to the Boston and Albany Railroad Company to rebuild draw span, piers, and trestle in and over Chelsea Creek in Boston and Chelsea, dated January 25, 1917 recorded in Suffolk Book 4067, Page 199.

8. License No. 34 issued by the Commonwealth of Massachusetts through Department of Public Works to the Boston and Albany Railroad Company to modify the location of the fender lines in connection with the construction of a new bridge across Chelsea Creek in Boston and Chelsea, dated April 23, 1920 recorded in Suffolk Book 4219, Page 241.

9. License No. 184 issued by the Commonwealth of Massachusetts through Department of Public Works to the Boston and Albany Railroad Company to maintain an electric light cable and a Western Union cable in Chelsea Creek in Boston and Chelsea, dated November 4, 1921 recorded in Suffolk Book 4332, Page 621.

10. License No. 204 issued by the Commonwealth of Massachusetts through Department of Public Works to the Boston and Albany Railroad Company to extend the present southerly fender on the easterly and westerly sides of its bridge over Chelsea Creek in Boston and Chelsea, dated February 3, 1922 recorded in Suffolk Book 4346, Page 39.

11. Order of Taking by the Commonwealth of Massachusetts through its Metropolitan District Commission of rights and easements to construct a covered main sewer dated January 5, 1939 recorded in Suffolk Book 5757, Page 252.

12. License No. 2010 issued by the Commonwealth of Massachusetts through Department of Public Works to the Boston and Albany Railroad Company to alter and extend the fender pier over Chelsea Creek in Boston and Chelsea, dated October 19, 1938 recorded in Suffolk Book 5763, Page 165.

13. Subject to and with the benefit of an easement and agreement to maintain railroad tracks and fences as set forth in a deed from Boston and Albany Railroad Company to Morris Burstein, et als dated December 29, 1950 recorded in Suffolk Book 6669, Page 479.

14. Order of Taking by the Commonwealth of Massachusetts through the Metropolitan District Commission of the right and easement to construct a sewer tunnel dated November 21, 1951 recorded in Suffolk Book 6741, Page 408.

15. Subject to and with the benefit of the rights in Sidetrack No. 8, and an agreement to maintain a fence as set forth in a deed from Boston and Albany Railroad Company to Jenney Manufacturing Company dated May 31, 1960 recorded in Suffolk Book 7487, Page 225.

16. Taking by the City of Chelsea from the New York Central Railroad Company of a slope easement in Willow Street dated June 19, 1967 recorded in Suffolk Book 8128, Page 511.

17. Tax Taking by the City of Chelsea from Penn Central Company of a parcel of land containing 13,710 square feet on Bellingham Street dated September 30, 1971 recorded in Suffolk Book 8480, Page 636.

18. Agreement by and between the Commonwealth of Massachusetts, acting through its Department of Public Works, and Trustees in Reorganization of the Property of Penn Central Transportation Company regarding the transfer of vehicular bridges dated August 16, 1972 recorded in Suffolk Book 8574, Page 529.

19. Subject to and with the benefit of highway and slope easements as set forth in a deed from the Trustees of Penn Central Transportation Company to the Commonwealth of Massachusetts, acting through its Department of Public Works, dated November 29, 1972 recorded in Suffolk Book 8586, Page 7.

20. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10 and in Middlesex Book 19658, Page 389, which may include, without limitation, an Easement and Right of First Refusal over the Grand Junction Secondary Track.

21. 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 Suffolk Book 20472, Page 195, and in Middlesex Book 26217, Page 130, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

22. 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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

23. Subject to and with the benefit of Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

24. Deed from CSX Transportation, Inc. to the City of Boston of a fee interest and temporary easement in Eastern Avenue, Chelsea, dated February 14, 2006 recorded in Suffolk Book 39404, Page 38.

25. Pipeline Placement Agreement (Longitudinal) between CSX Transportation, Inc. and Boston Gas Company d/b/a Keyspan Energy Delivery New England (Keyspan) dated August 19, 2003 recorded in Suffolk Book 41394, Page 166.

BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/8B

1. Subject to ferry restrictions as set forth in a deed from East Boston Company to Grand Junction Rail Road and Depot Company dated July 24, 1851 recorded in Suffolk Book 624, Page 22.

2. Agreements regarding a retaining wall as set forth in a deed from John H. Cunningham, et als to Boston and Albany Railroad Company dated November 24, 1885 recorded in Suffolk Book 1705, Page 430.

3. Taking by the Commonwealth of Massachusetts, Metropolitan Sewerage Commissioners dated September 10, 1890 recorded in Suffolk Book 1955, Page 516.

4. Suffolk Superior Court decree to abolish grade crossings, alter the base line of the railroad location, and establish new lines of Curtis, Bremen and Saratoga Streets dated May 13, 1904 recorded in Suffolk Book 2992, Page 449.

5. Order of Taking, Layout No. 3037 by the Commonwealth of Massachusetts for the layout of a state highway (William McClellan Highway) dated August 22, 1933 recorded in Suffolk Book 5402, Page 601.

6. Public utility easements and rights of the Commonwealth of Massachusetts to use sewer lines as set forth in a deed from J & M Corporation to The New York Central Railroad Company dated October 15, 1964 recorded in Suffolk Book 7910, Page 472.

7. Subject to and with the benefit of an agreement regarding the construction of a fence as set forth in a deed from the Trustees of Penn Central Transportation Company to M. DeMatteo Construction Co., dated December 7, 1970 recorded in Suffolk Book 8415, Page 427.

8. Agreement by and between the Commonwealth of Massachusetts, acting through its Department of Public Works, and Trustees in Reorganization of the Property of Penn Central Transportation Company regarding the transfer of vehicular bridges dated August 16, 1972 recorded in Suffolk Book 8574, Page 529.

9. Release from the Trustees of Penn Central Transportation Company to the Commonwealth of Massachusetts, acting through its Department of Public Works of the Curtis Street bridge, together with easements for highway and slope purposes dated December 28, 1972 recorded in Suffolk Book 8600, Page 70.

10. Release from the Trustees of Penn Central Transportation Company to the Commonwealth of Massachusetts, acting through its Department of Public Works of the Saratoga Street bridge, together with easements for highway and slope purposes dated December 28, 1972 recorded in Suffolk Book 8600, Page 72.

11. Subject to rights and easements regarding Sign Easement Locations as set forth in a deed from the Trustees of Penn Central Transportation Company to Consolidated Rail Corporation dated March 30, 1976 recorded in Suffolk Book 9091, Page 153.

12. Subject to and with the benefit of rights and provisions as set forth in a deed from Consolidated Rail Corporation to Trustees of the Logan Outdoor Advertising Trust dated September 10, 1980 recorded in Suffolk Book 9535, Page 165.

13. Tax Taking by the City of Boston against Consolidated Rail Corp. of a parcel of land containing 22000 sq. ft. Assrs. Parcel 00436-001 dated November 10, 1980 recorded in Suffolk Book 9624, Page 14.

14. Deed of Easement from Consolidated Rail Corporation to Mobil Pipe Line Company regarding maintenance of crossings at Curtis Street dated January 12, 1983 recorded in Suffolk Book 10208, Page 216.

15. Trackage Rights Agreement between Massachusetts Bay Transportation Authority and Consolidated Rail Corporation effective July 1, 1985 recorded in Suffolk Book 15379, Page 10 and in Middlesex Book 19658, Page 389, which may include, without limitation, an Easement and Right of First Refusal over the Grand Junction Secondary Track.

16. 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 Suffolk Book 20472, Page 195, as affected by Certificate of Merger of CRC Properties, Inc. into Consolidated Rail Corporation effective May 31, 1999 recorded in Suffolk Book 40949, Page 227 and Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176.

17. Subject to and with the benefit of covenants as set forth in a deed from Consolidated Rail Corporation to The Trust for Public Land dated March 24, 1997 recorded in Suffolk Book 21300, Page 332.

18. 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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

19. Subject to and with the benefit of Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

20. Tax Taking by the City of Boston against New York Central Lines LLC of a parcel of land containing 22,000 sq. ft. off Curtis Street, Assrs. Parcel 00436-001 dated December 12, 2006 recorded in Suffolk Book 41191, Page 152.

21. Tax Taking by the City of Boston against New York Central Lines LLC of a parcel of land containing 72,300 sq. ft. on Wm. F. McClellan HW, Assrs. Parcel 00441-050 dated December 12, 2006 recorded in Suffolk Book 41191, Page 153.

<u>EASEMENT RIGHTS IN EASTERN GAS AND FUEL OIL RAILROAD LINE SITUATED OFF BOSTON AND ALBANY RAILROAD VALUATION MAP V1A/6A</u>

1. Sewer taking by the Commonwealth of Massachusetts through the Metropolitan Sewerage Commissioners dated August 7, 1891 recorded in Middlesex Book 2064, Page 142 as shown on Filed Plans No. 67 and 68, as affected by release dated October 4, 1894 recorded in Middlesex Book 2311, Page 545, and as affected by Order of United States District Court dated September 28, 1998 recorded in Middlesex Book 29255, Page 187.

2. Easement for railroad purposes as set forth in a deed from Eastern Gas and Fuel Associates to Boston Gas Company dated February 12, 1965 recorded in Middlesex Book 10757, Page 471, as affected by a perpetual right of way and easement for laying a pipeline as set forth in Right of Way Agreement between Boston Gas Company and Tennessee Gas Pipeline Company dated April 27, 1998 recorded in Middlesex Book 29265, Page 288.

3. Subject to and with the benefit of the terms and provisions of a Grant of Easement from A. P. Boxley, et als, as Trustees of Eastern Gas and Fuel Associates to The New York Central Railroad Company dated November 29, 1966 recorded in Middlesex Book 11263, Page 552, including, without limitation, any rights in the unrecorded agreement between The New York Central Railroad Company and the Trustees of Eastern Gas and Fuel Associates dated July 8, 1965, as amended by instrument dated May 2, 1966 and instrument dated July 28, 1966, mentioned in said Grant of Easement.

4. Order of United States District Court in the matter of Tennessee Gas Pipeline Company vs. Consolidated Rail Corporation and approximately 0.85 acres of permanent easement and 1.25 acres of temporary work space in the City of Everett, Massachusetts, Civil Action No: 98-CV-10204-MEL, dated September 28, 1998 recorded in Middlesex Book 29255, Page 187.

5. 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 Suffolk Book 24458, Page 132 and in Middlesex Book 30898, Page 30, including, without limitation, rights reserved under certain unrecorded Fiber Optic Agreements mentioned therein.

6. Subject to and with the benefit of Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Suffolk Book 24458, Page 176 and in Middlesex Book 30898, Page 25.

GENERAL TITLE EXCEPTIONS:

A. CSX Transportation, Inc.("CSX") acquired an easement for railroad purposes in certain portions of the Premises by virtue of the original takings and locations of the railroad as filed with the County Commissioners, and continues to hold an easement interest, only, in certain portions of the Premises as a result thereof.

B. CSX acquired easements for railroad purposes in certain portions of the Premises by virtue of deeds out of original railroad line with reservations of an easement and by virtue of takings and grants of easements, and continues to hold an easement interest, only, in certain portions of the Premises as a result thereof.

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

EXHIBIT D
Provisions Relating to Transfer of CSXT Grand Junction/BTRT Easement

1. The CSXT Grand Junction/BTRT 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 Grand Junction/BTRT 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 Grand Junction/BTRT 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, and shall not apply to any transfer of Other Operating Rights (as defined in Exhibit B).

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 (a) the sale of Other Operating Rights, or (b) 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

Grantee's 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 Grand Junction/BTRT 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 Benefited 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.

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First Closing
South Coast Line

FINAL

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:

_____
_____
_____
_____

RELEASE DEED

THIS RELEASE DEED, made this 11th day of June, 2010, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "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 service is presently conducted, consisting of (1) the New Bedford Subdivision, which is 17.92 miles between milepost QN 13.33 at Cotley Jct. and milepost QN 31.25 at New Bedford, (2) the Fall River Subdivision, which is 14.31 miles between milepost QNF 0.06 at Myricks and QNF 14.37 at Fall River, and (3) 5.92 miles of the North Dartmouth Industrial Track between milepost QND 0.08 and QND 6.00, collectively a distance of approximately 38.15 miles (the "South Coast Lines"), in the Commonwealth of Massachusetts ("Commonwealth"), and (ii) certain specified properties contiguous to such line; and

WHEREAS, Grantor has interests in property beneath a line of railroad over which rail freight service is presently conducted by the Bay Colony Railroad Corporation between milepost QND 0.08 and QND 6.00, consisting of 5.92 miles; 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 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 freight rail service subject to the terms and limitations herein; 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 Twenty One Million Dollars ($21,000,000.00) 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 the Counties of Bristol and Plymouth, Massachusetts, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Land");

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 South Coast Easement (hereinafter defined) (the "Excluded Property);

TOGETHER WITH all tracks, rails, ties, switches, crossings, bridges, trestles, culverts, buildings, structures, facilities, signals, crossing protection devices, communication lines, poles, radio masts and other fixtures and improvements which are affixed as of the date hereof to the Land (other than any such property affixed to the Excluded Property) as well as 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").

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 hereof; (b) the CSXT South Coast Easement; (c) 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; (d) 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 (e) 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; (f) 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 (g) 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 South Coast Easement") IN PERPETUITY (as hereinafter defined) FOR RAILROAD PURPOSES (as hereinafter defined) in, over or on the Property within the Land; including, but not limited to, the use of all the tracks or Trackage (as hereinafter defined) within the Property (except the portion excluded as hereinafter described); but SUBJECT TO:

1. The terms, conditions and limitations of any South Coast Operating Agreement, which shall not unreasonably interfere with the common carrier obligations to operate over the CSXT South Coast Easement, hereinafter entered into between any purchaser of the CSXT South Coast Easement ("Purchaser") and Ma ssachusetts Bay Transportation Authority, an independent authority within the jurisdiction of Grantee ("MBTA") (said South Coast Operating Agreement or any existing operating agreement between Purchaser and MBTA being amended to include the Property, being hereinafter termed the "South Coast Operating Agreement").

2. 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.

3. Grantor and Grantee agree that the CSXT South Coast 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 said South Coast Operating Agreement.

4. Transfer of the CSXT South Coast Easement shall be governed by the provisions of **Exhibit D** and **Exhibit E** attached hereto.

5. Definitions of CSXT South Coast Easement Terms:

(a) Perpetuity: Until this CSXT South Coast Easement is abandoned or terminated, as may be provided in the South Coast Operating Agreement. In the event of abandonment or termination of any portion of this CSXT South Coast Easement as may be provided in the South Coast Operating Agreement, 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 (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 South Coast Operating Agreement.

(e) Exclusion. There is excluded from the CSXT South Coast Easement the portion of the Property described as Milepost QND 0.08 to QND 6.0.

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 South Coast Operating Agreement, the provisions of the South Coast Operating Agreement 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 Definitive Agreement is retained at the offices of the Grantor; the South Coast Operating Agreement is retained at the offices of the Grantee.

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, and 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.

[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. Rengel, Jr.
Vice President

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

On this 10th day of June, 2010, before me, the undersigned Notary Public, personally appeared the above-named Louis E. Rengel, 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 act and deed, voluntarily for its stated purpose, as Vice President of CSX Transportation, Inc.

Ellen S. Tarkinson
Notary Public (print name) Ellen S. Tarkinson
My Commission Expires: Oct. 14, 2016
Qualified in the Commonwealth of Massachusetts

ELLEN S. TARKINSON
Notary Public
Commonwealth of Massachusetts
My Commission Expires October 14, 2016

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 shall serve as a grant and assignment of that interest by Grantor to Grantee.

NEW BEDFORD SUBDIVISION

All that certain property situated in Taunton, Berkley, Freetown and New Bedford in the County of Bristol, and in Lakeville in the County of Plymouth, Commonwealth of Massachusetts, and being the line of railroad known as the New Bedford Secondary Line and identified as Line Code 4189, located within the Bold Lines marked X, as shown on the reduced copies of the plans entitled "Right of Way and Track Map, Old Colony R.R. Co. Operated by The New York New Haven and Hartford R.R. Co." Railroad Valuation Maps V7.14/14, V7.15/15, V7.15/16, V7.15/17, V7.15-16/18, V7.16/19, V7.16/20, V7.16/21, V7.16/22, V7.16/23, V7.16/24, V7.16/25, V7.16/26, V7.16/27, V7.16/28, V7.16/29, V7.16/30, V7.17/31, V7.17/SL32, and V7.17/33 attached hereto.

FALL RIVER SUBDIVISION

All that certain property situated in Fall River, Freetown, and Berkley in the County of Bristol, and in Lakeville in the County of Plymouth, Commonwealth of Massachusetts, and being a portion of the line of railroad known as the Fall River Secondary Line, and identified as Line Code 4192, located within the Bold Lines marked X, as shown on the reduced copies of the plans entitled "Right of Way and Track Map, Old Colony R.R. Co. Operated by The New York New Haven and Hartford R.R. Co." Railroad Valuation Maps V7.15-16/18, V5.36-37/31, V5.37/32, V5.37/33, V5.37/34, V5.37/35, V5.37/36, V5.37/37, V5.37/38, V5.37-38/39, V5.38/40, V5.38/41, V5.38/SL42, V5.38/SL43, V5.38/44 and V5.38-50/45 attached hereto.

NORTH DARTMOUTH INDUSTRIAL TRACK

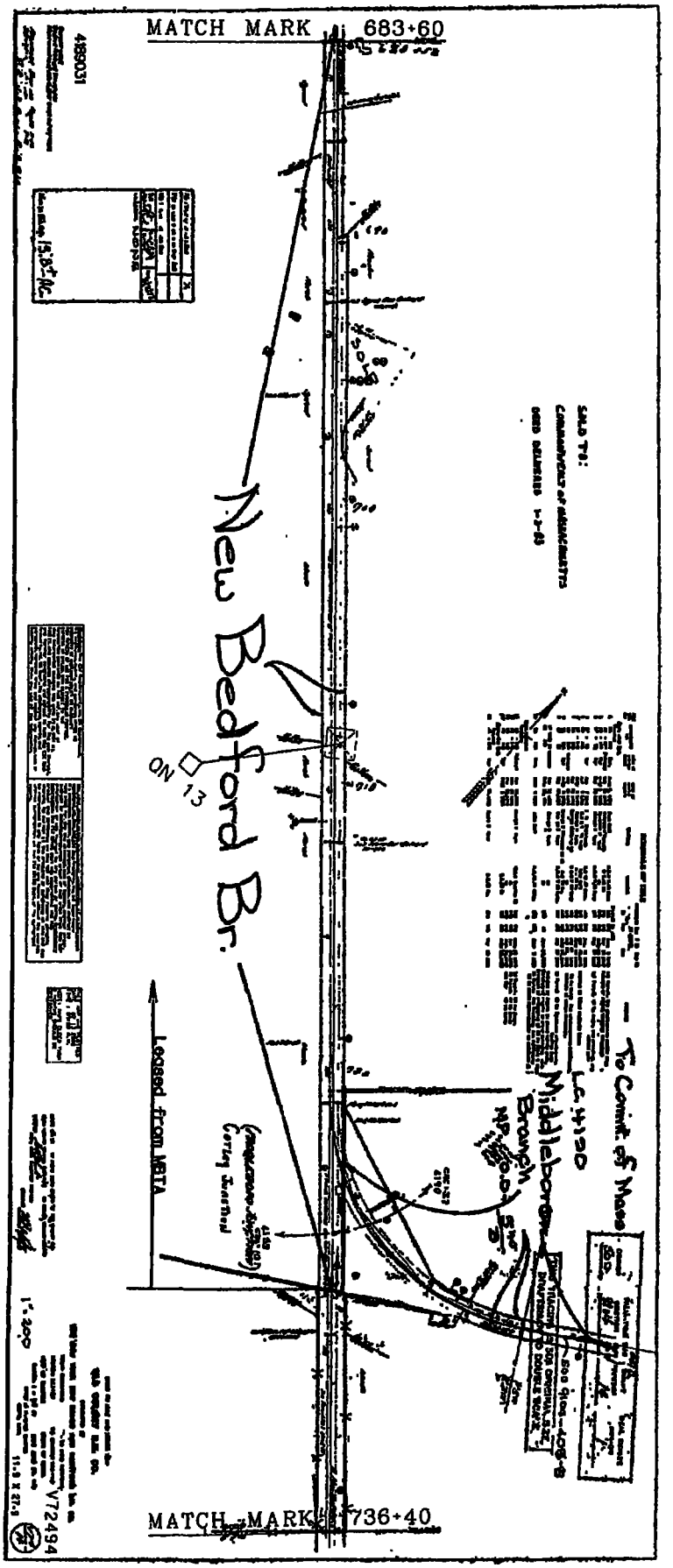
All that certain property situated in New Bedford and Dartmouth, in the County of Bristol, Commonwealth of Massachusetts, and being a portion of the line of railroad known as the Watuppa Secondary Track (a/k/a Dartmouth Industrial Track) and identified as Line Code 4199, located within the Bold Lines marked X, as shown on the reduced copies of the plans entitled "Right of Way and Track Map, Old Colony R.R. Co. Operated by The New York New Haven and Hartford R.R. Co" Railroad Valuation Maps V7.18/1, V7.18/2, V7.18/3, V7.18/4, V7.18/5, V7.18/6, and V7.18/7 attached hereto.

TITLE REFERENCES:

The above described premises being a portion of the land conveyed to the New York Central Lines, LLC by deeds from Consolidated Rail Corporation dated June 1, 1999 recorded in Bristol North District Registry of Deeds in Book 8579, Page 28, in Bristol Fall River District Registry of Deeds in Book 3733, Page 1, in Plymouth Registry of Deeds in Book 18085, Page 126, and in Bristol South District Registry of Deeds in Book 9737, Page 176 and Quitclaim Easement Assignment from Consolidated Rail Corporation to New York Central Lines LLC dated June 1, 1999 recorded in Bristol North District Registry of Deeds in Book 8579, Page 23, in Bristol Fall River District Registry of Deeds in Book 3732, Page 318, in Plymouth Registry of Deeds in Book 18085, Page 121, and in Bristol South District Registry of Deeds in Book 9737, Page 237.

See also:

Notice of Merger recorded in Bristol North District Registry of Deeds in Book 18073, Page 122 and in Bristol South District Registry of Deeds in Book 9737, Page 242, and to be recorded in Bristol Fall River District Registry of Deeds and in Plymouth Registry of Deeds 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.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To Commit of Mass
Middleborough
Brownell
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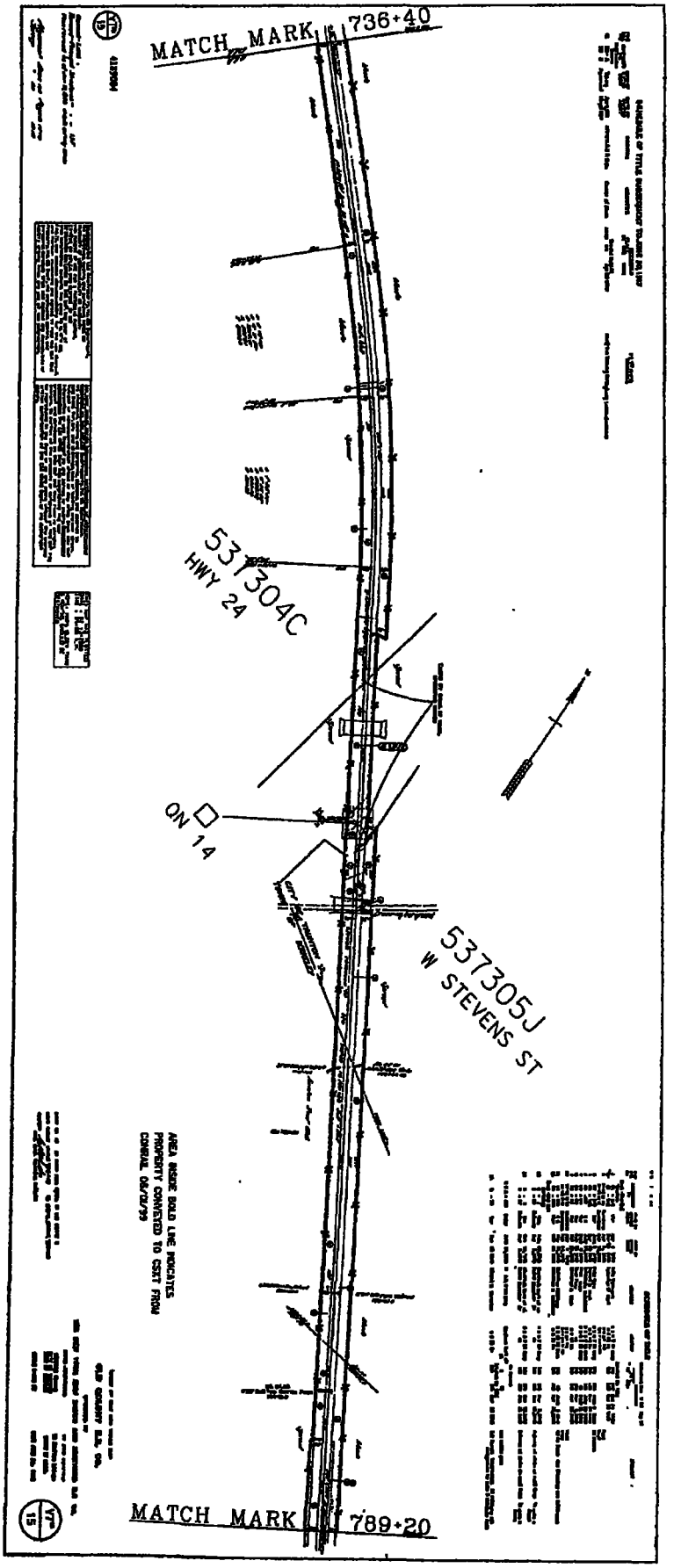
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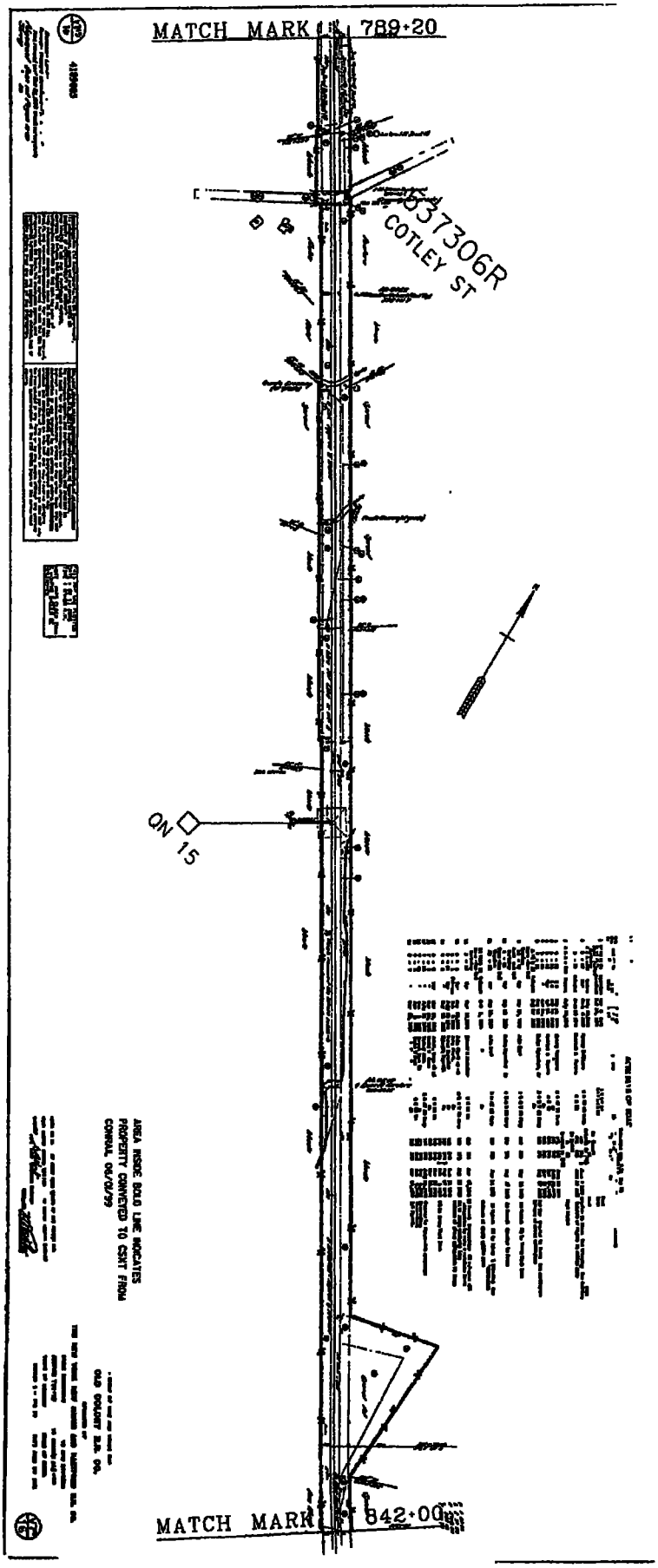
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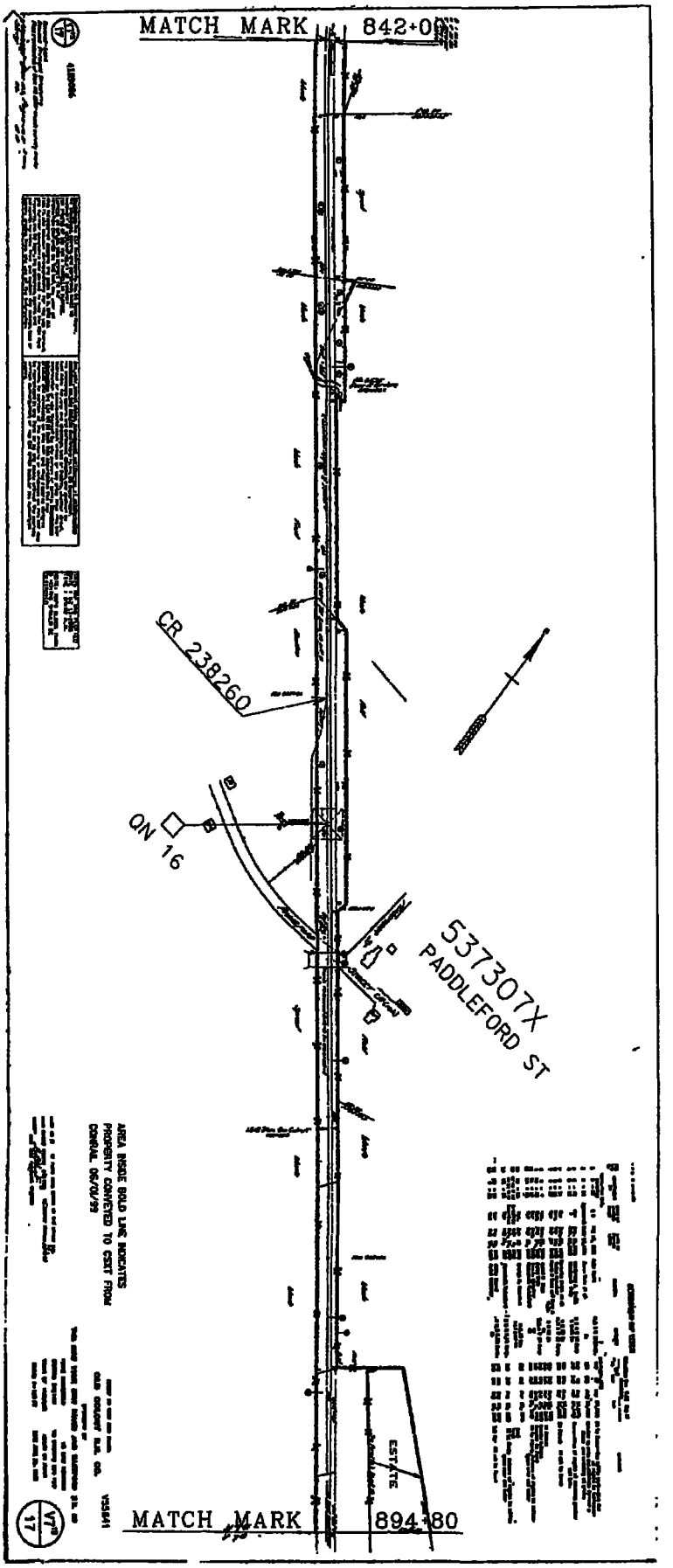
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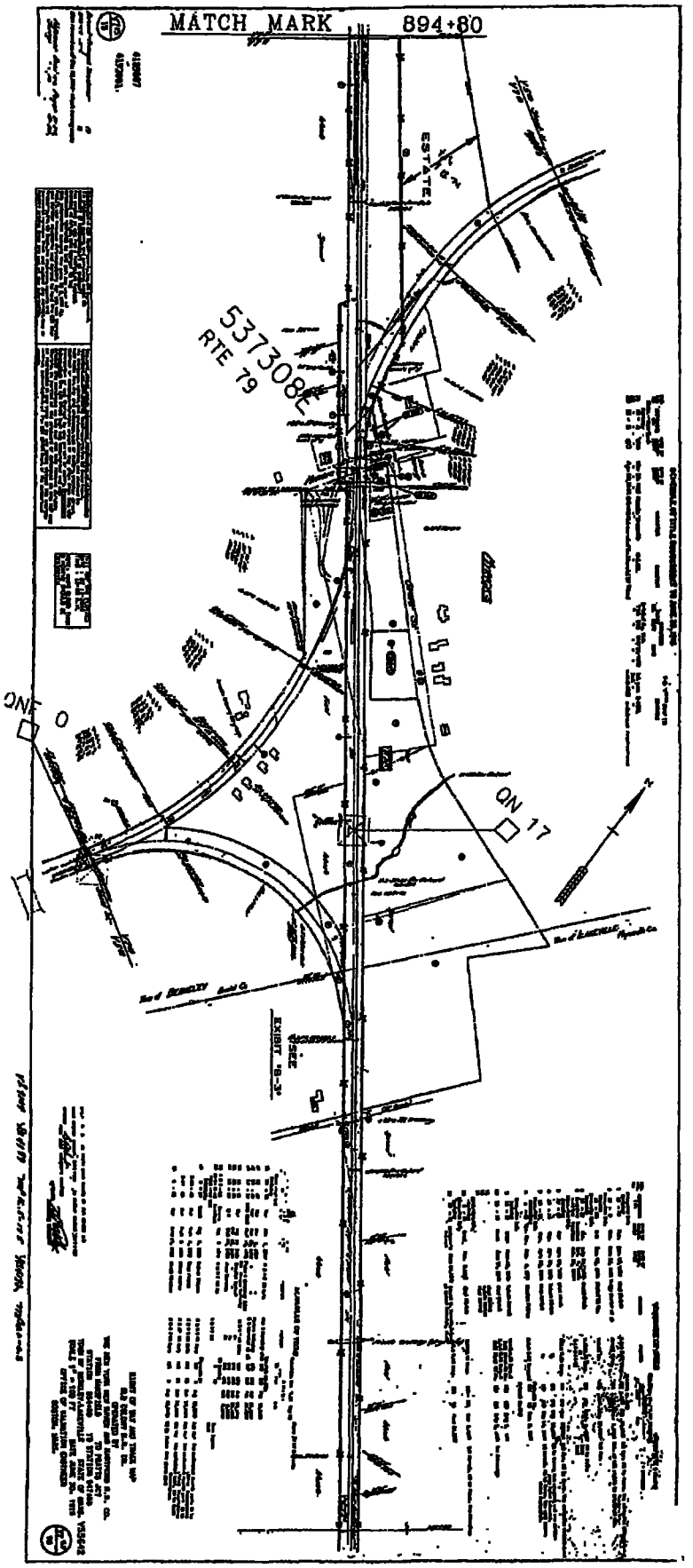
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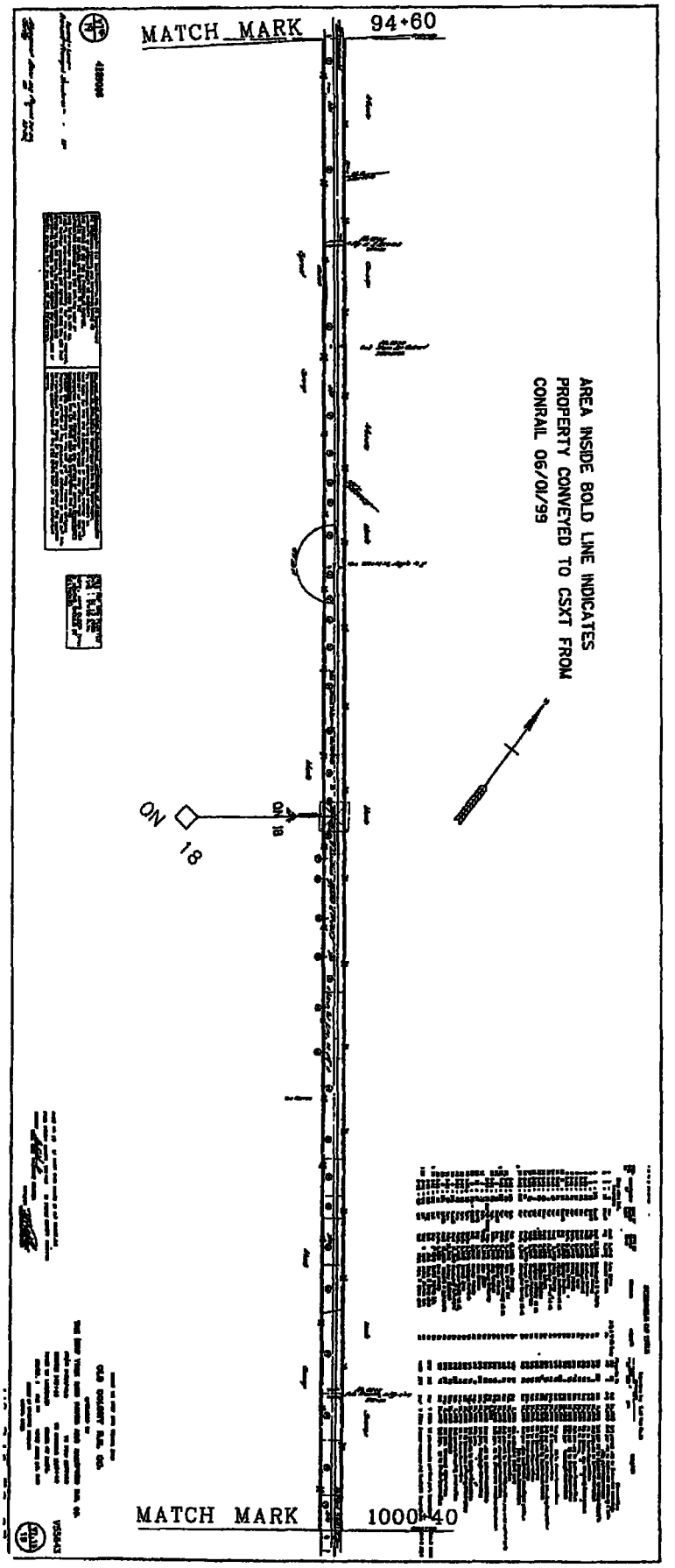
17
SEE EXHIBIT 16-3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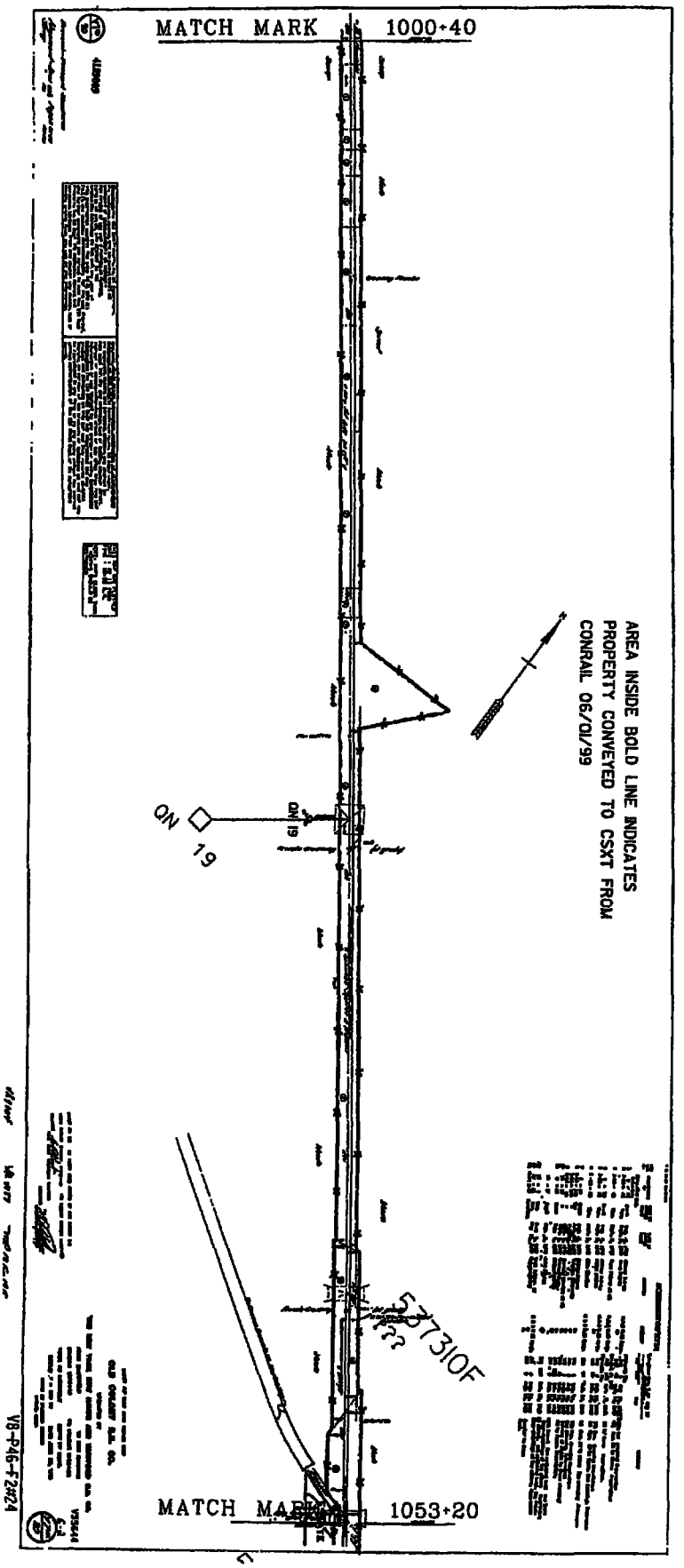
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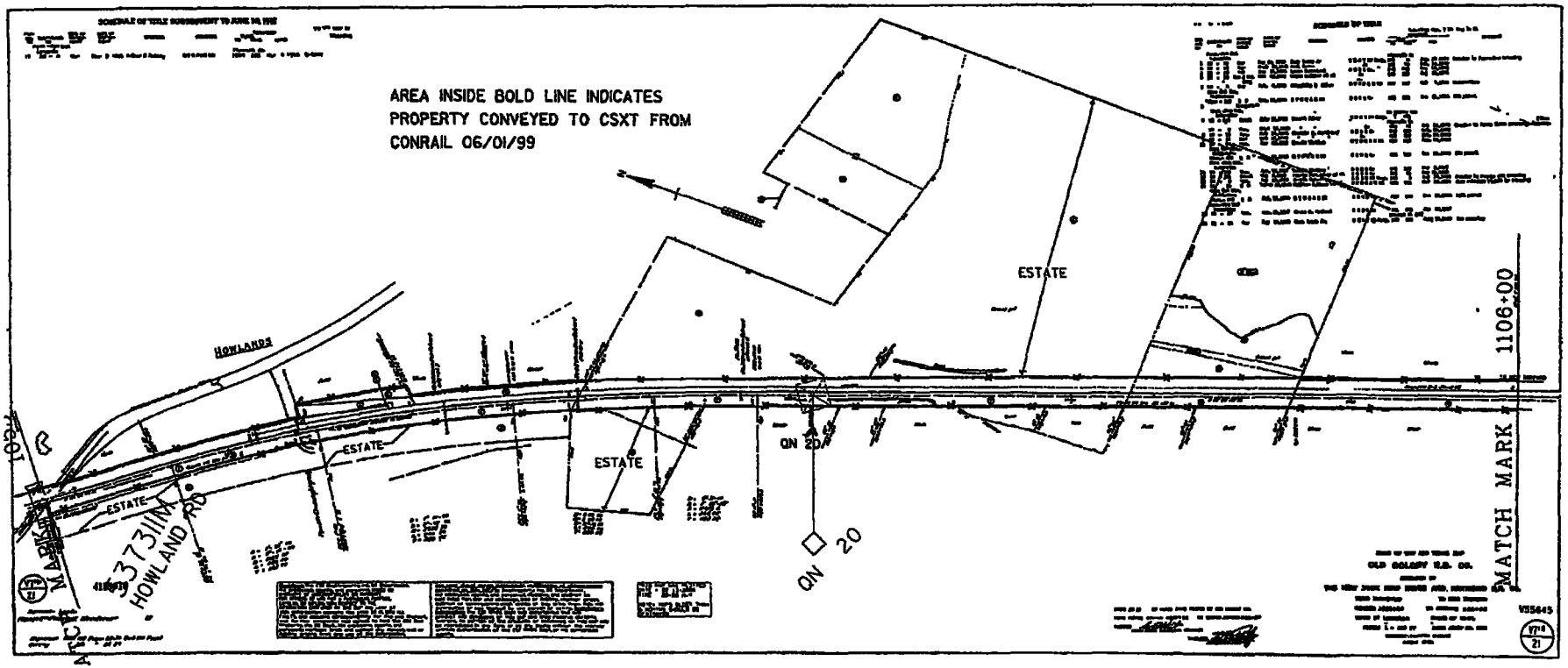
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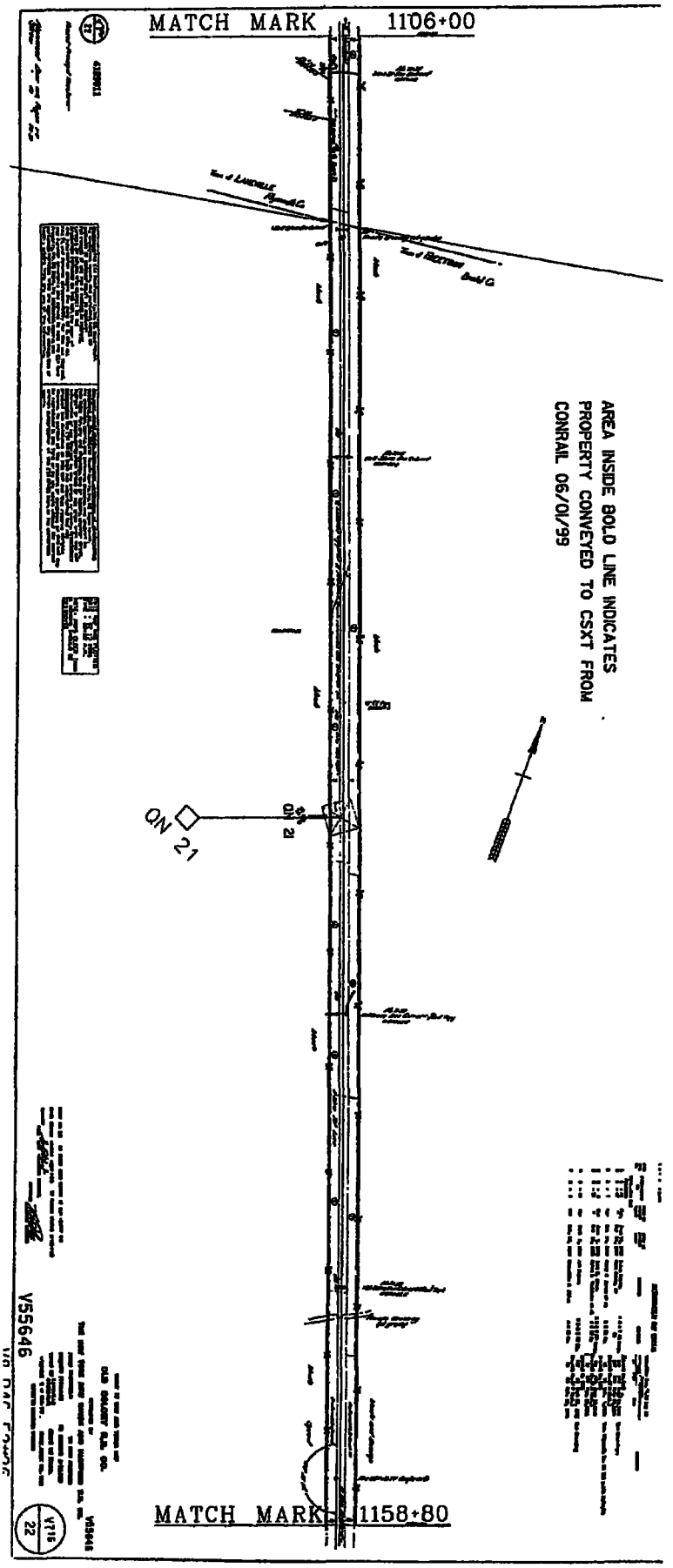
21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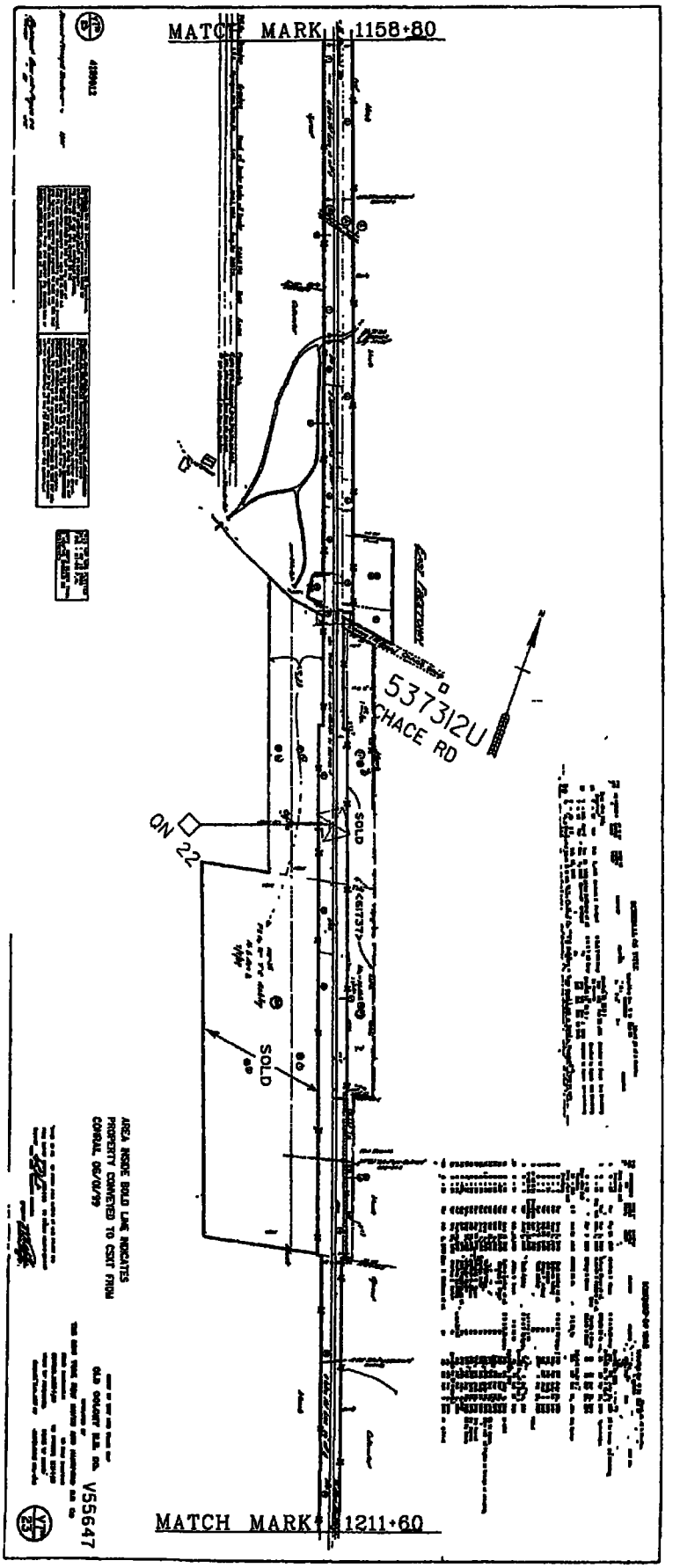
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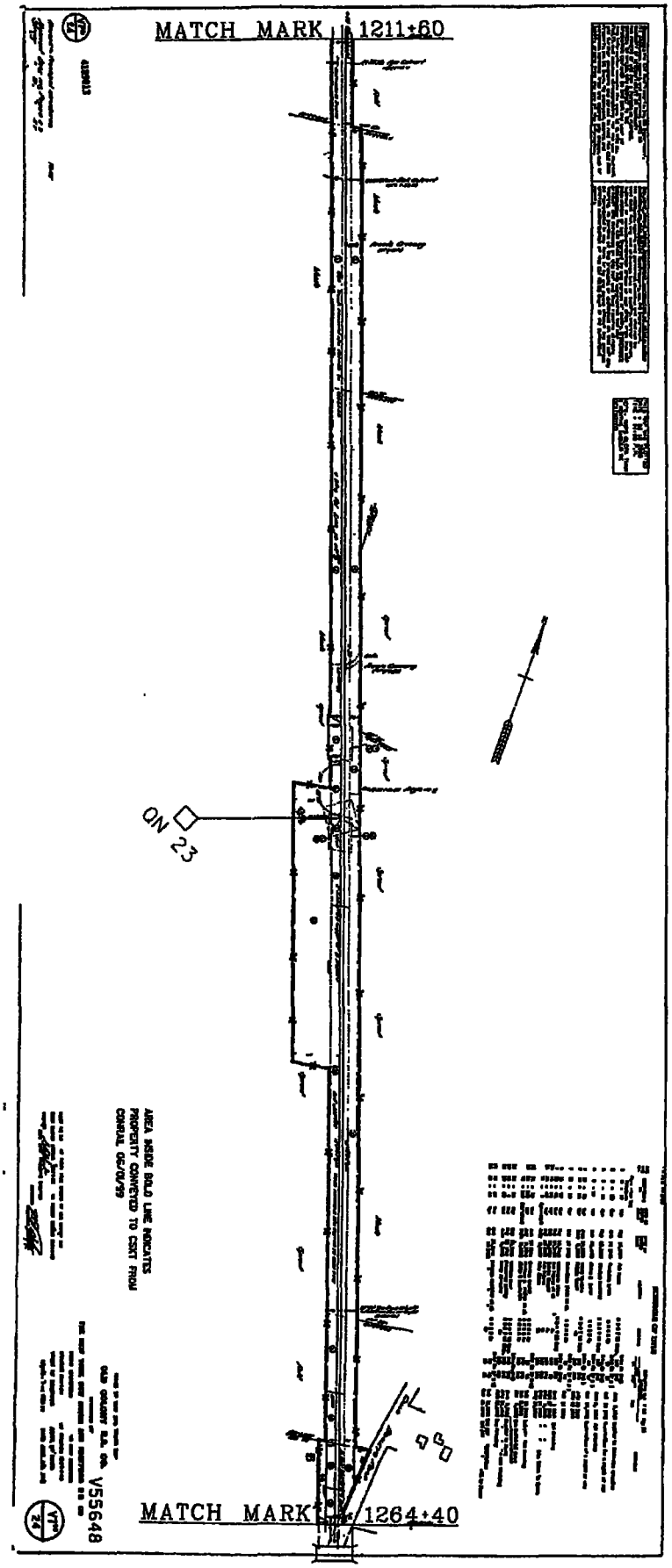
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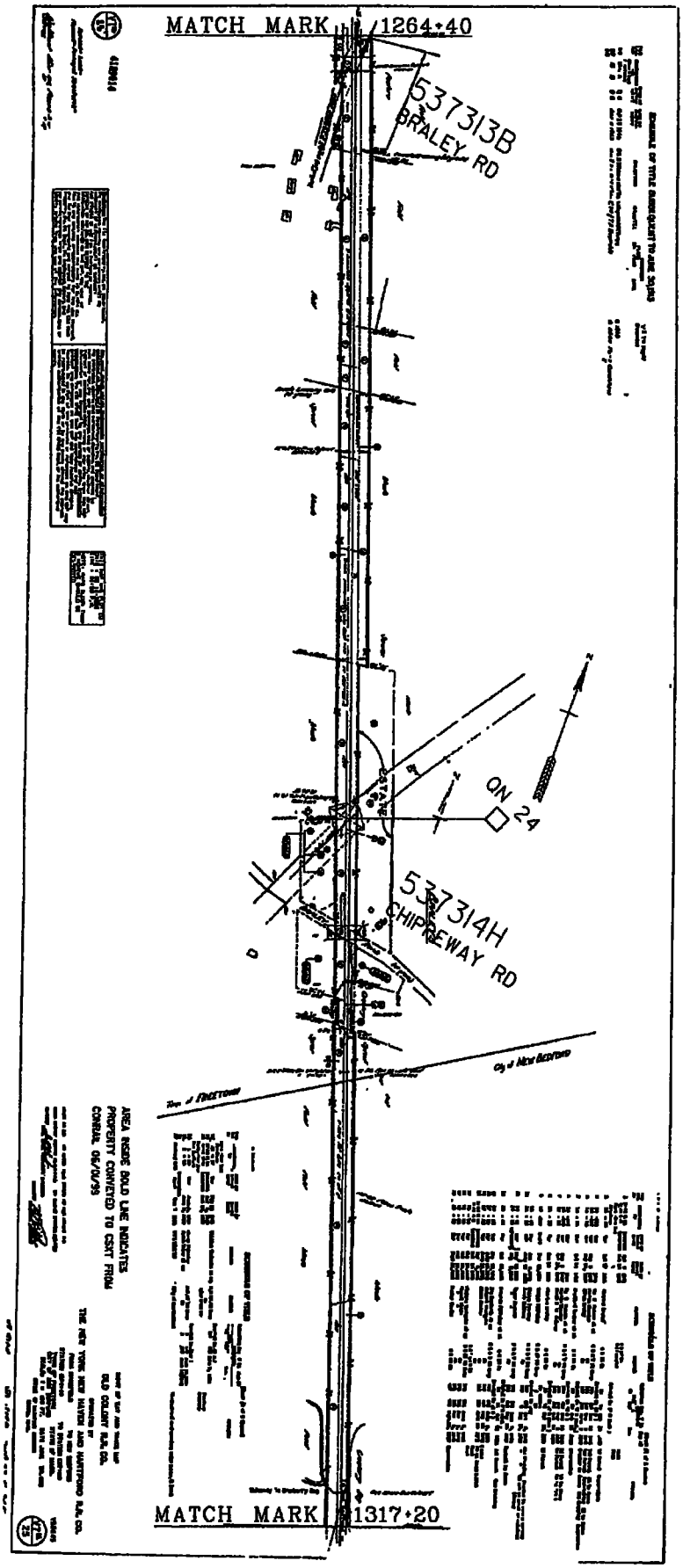
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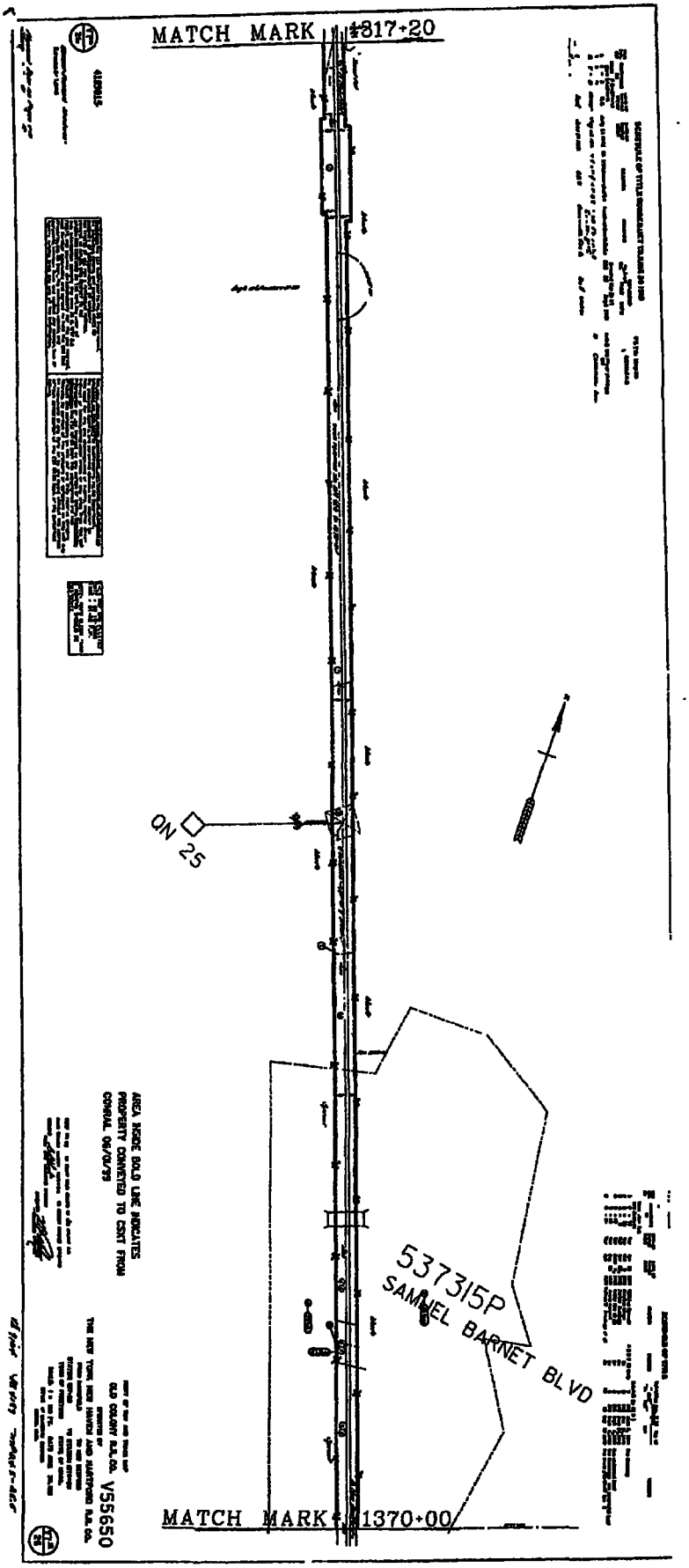
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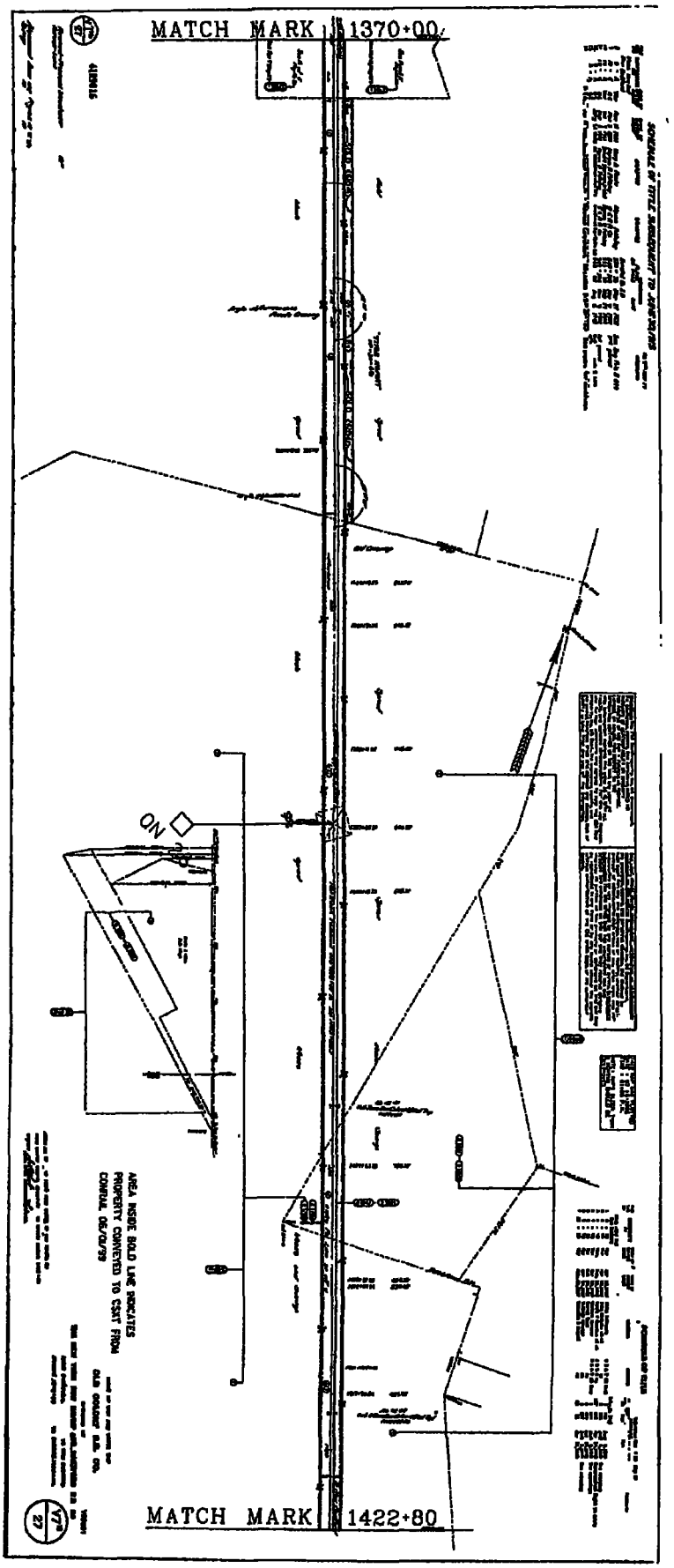
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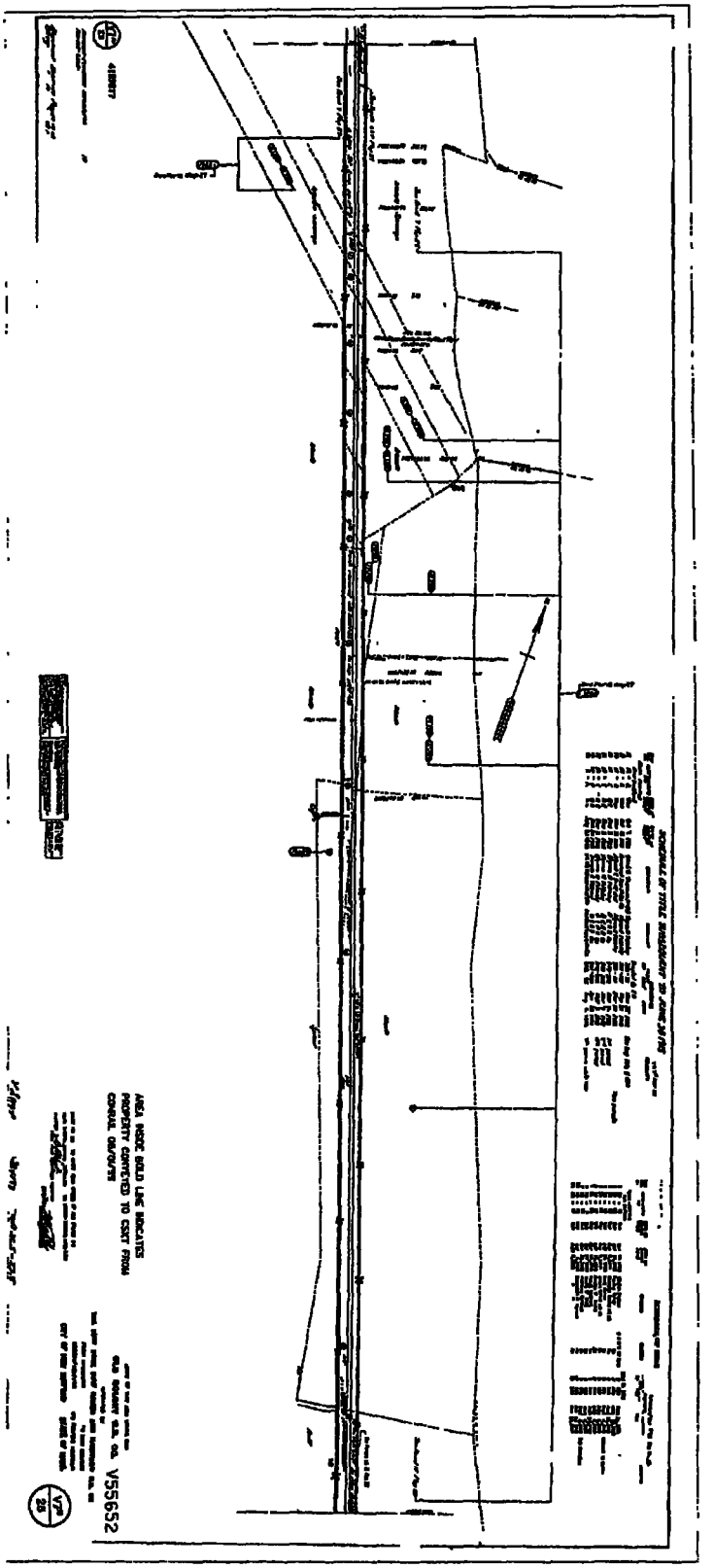
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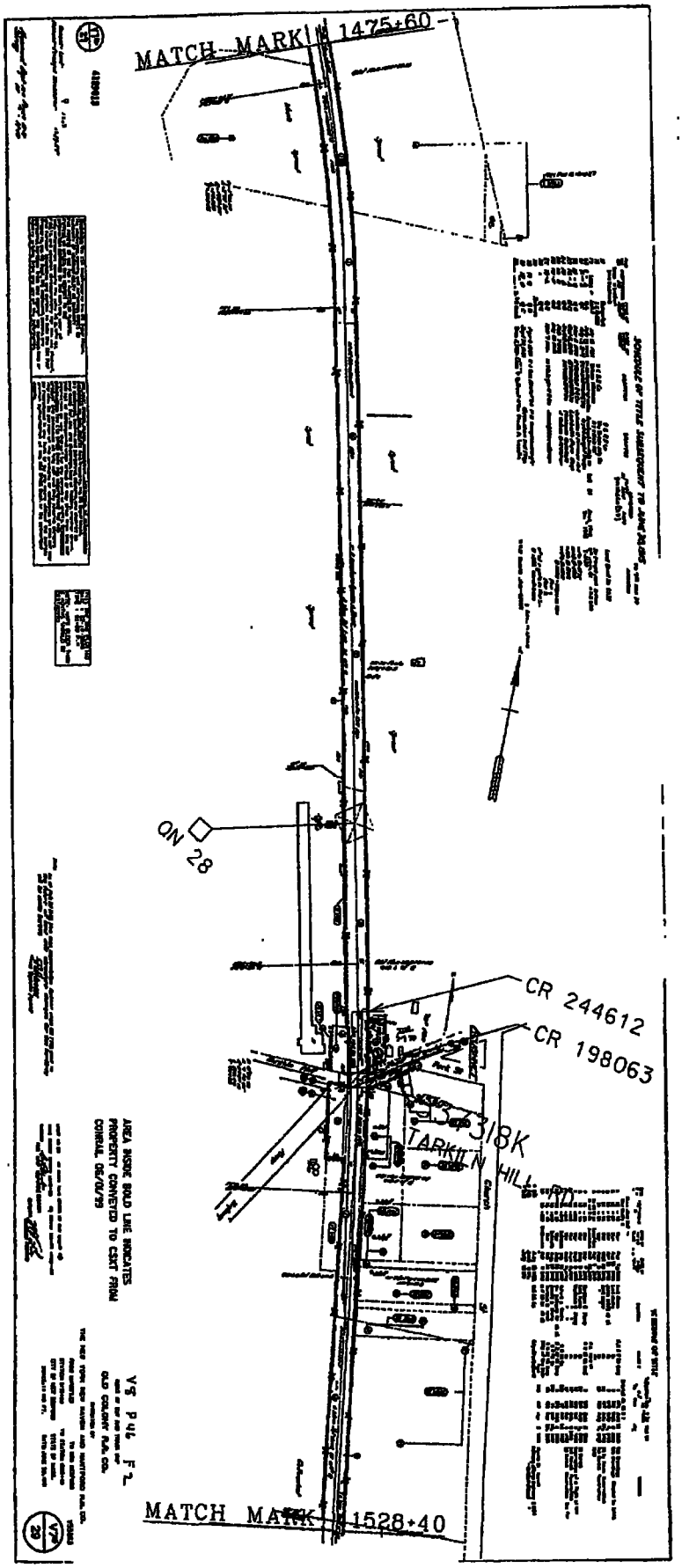
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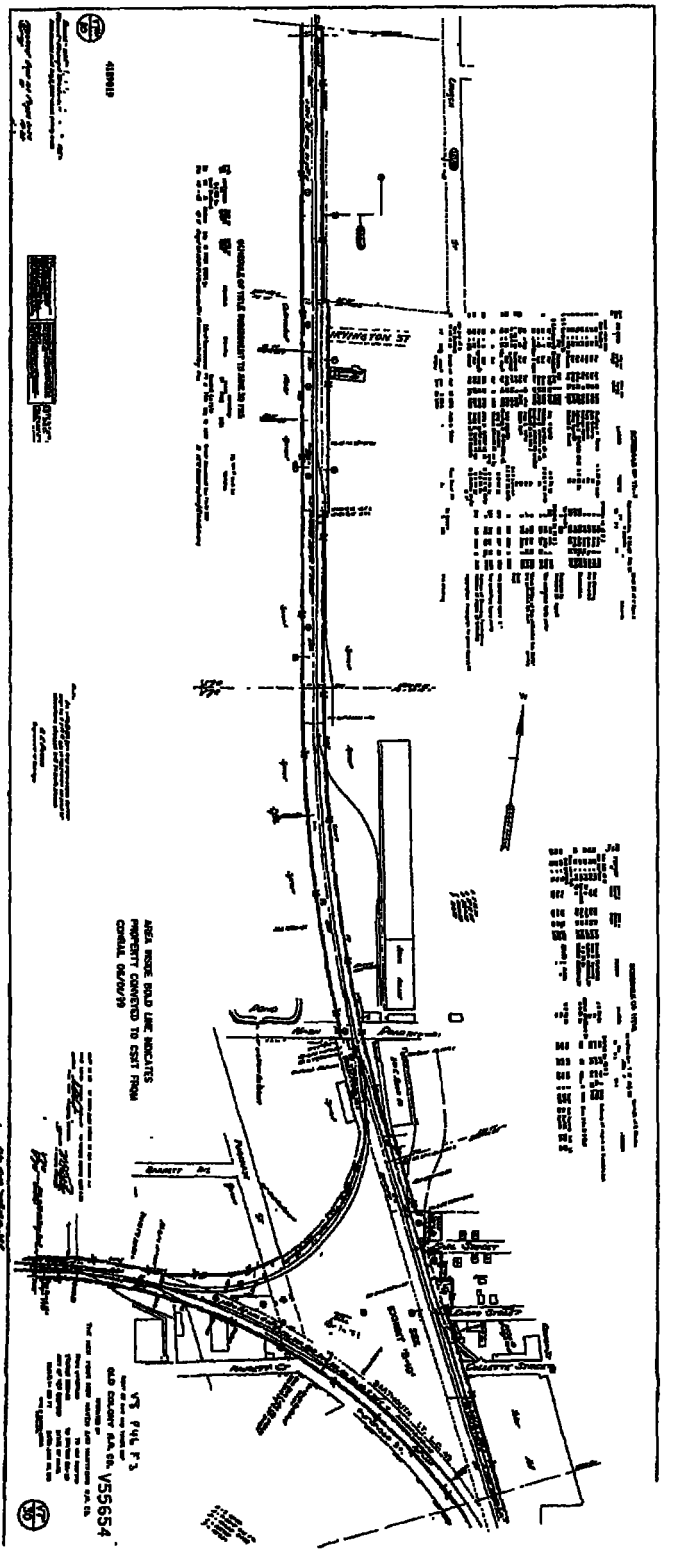
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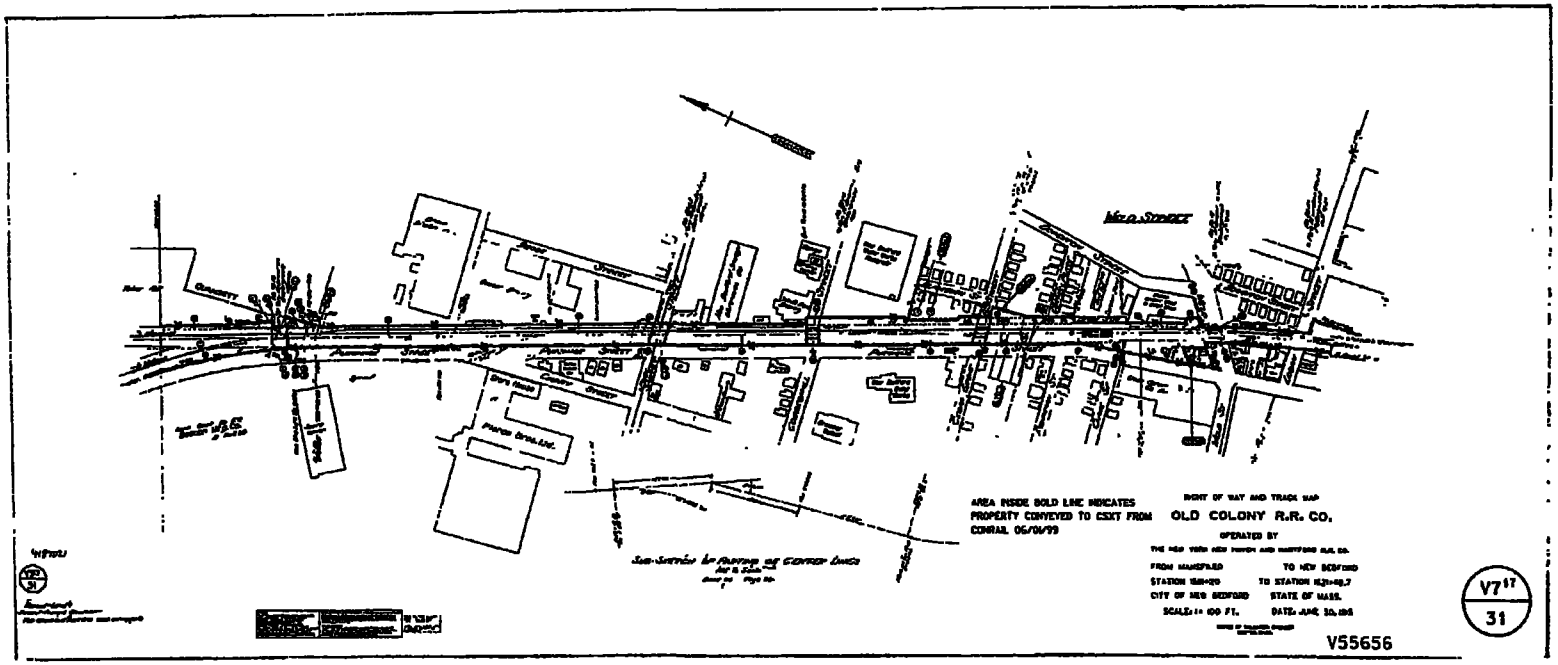
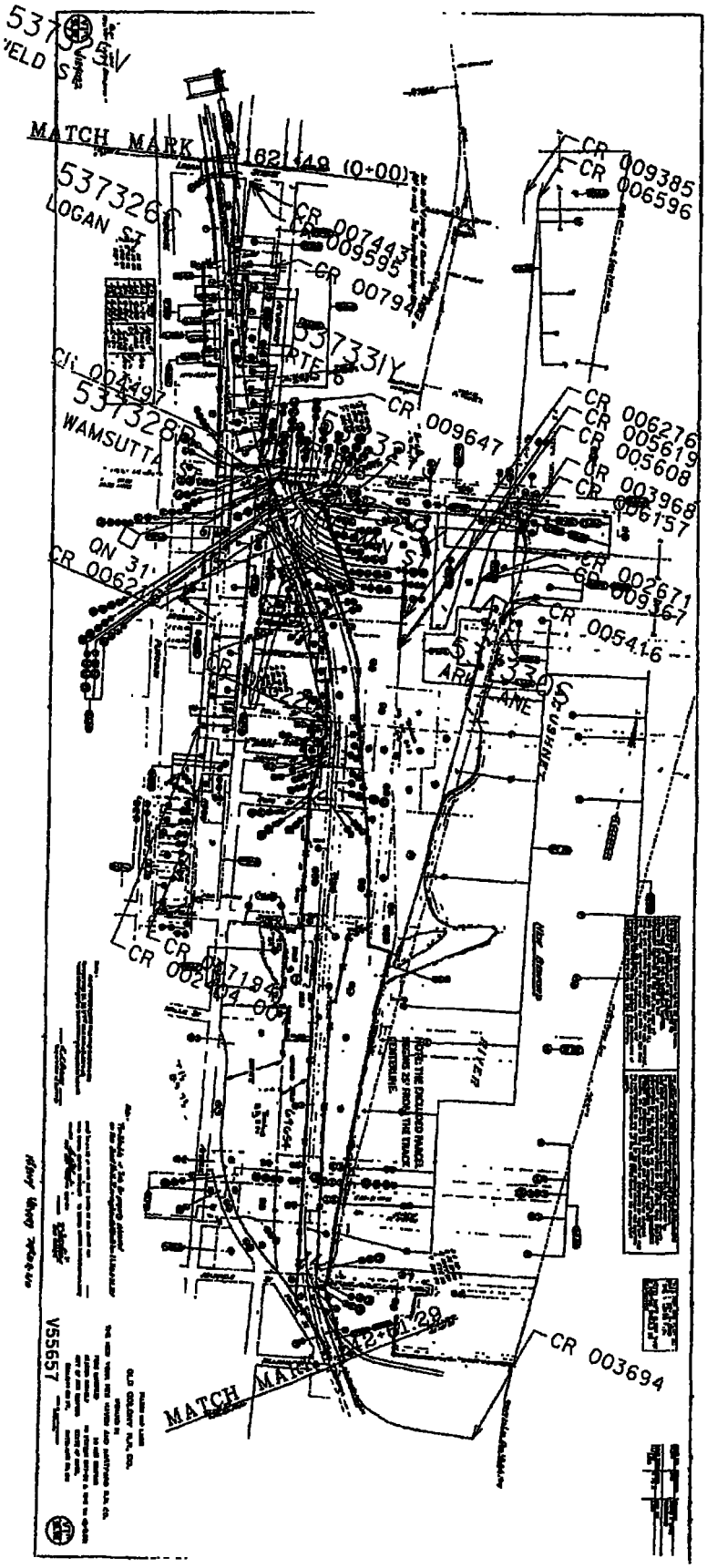
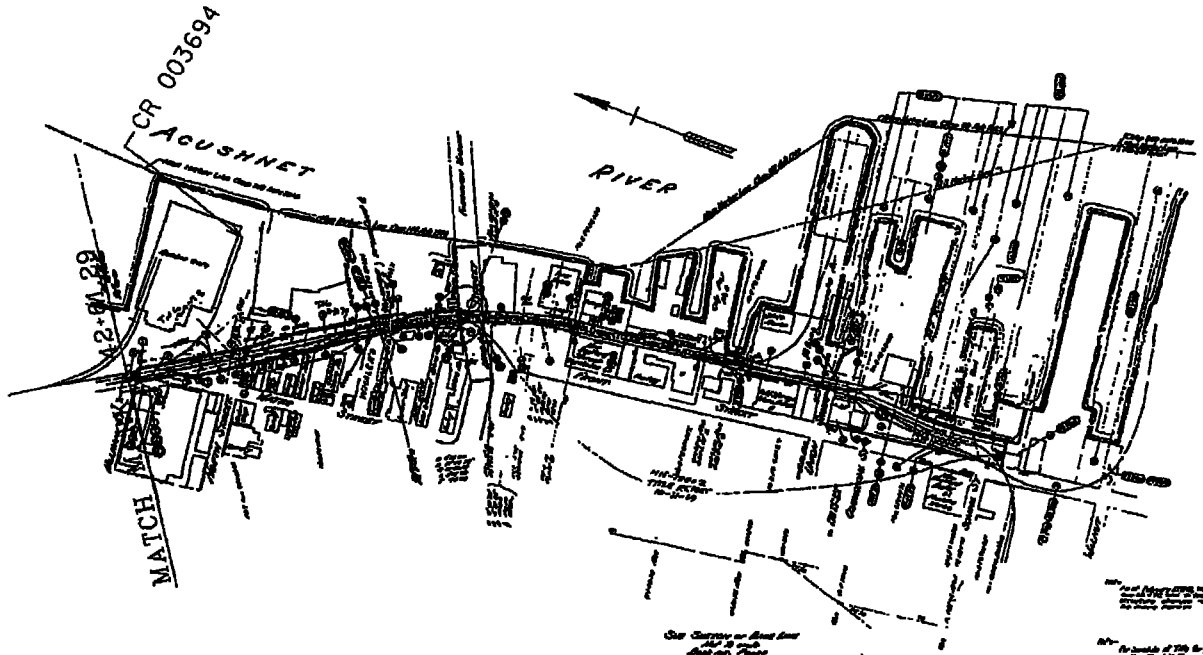
V55654



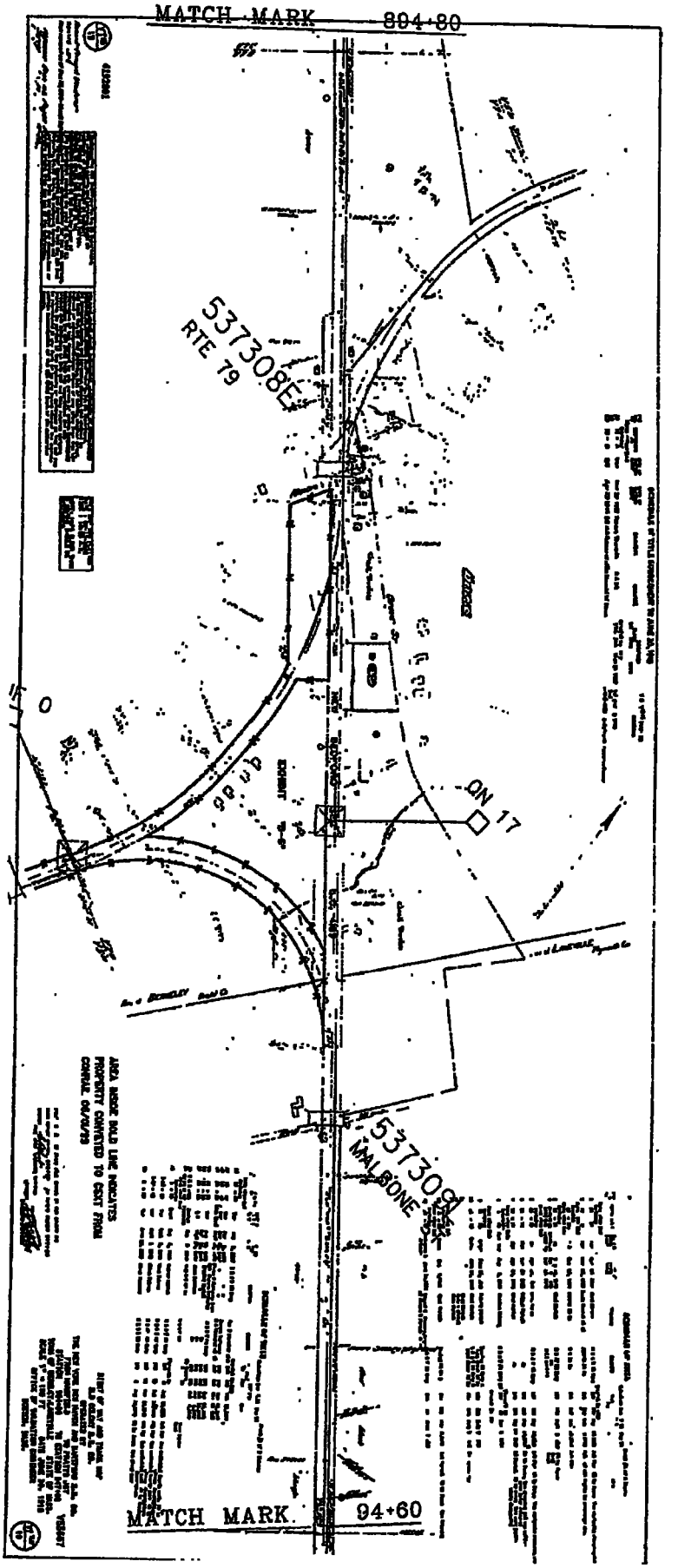

MATCH MARK
LOGAN ST
WAMSUTTA
RTE 6
CR 009385
CR 006596
CR 009595
CR 009647
CR 006276
CR 005619
CR 005608
CR 003968
CR 002671
CR 005416
CR 003694
MATCH MARK
V555657



AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FRO
CONRAIL 06/01/99

OLD COLONY R.R. CO.

V55658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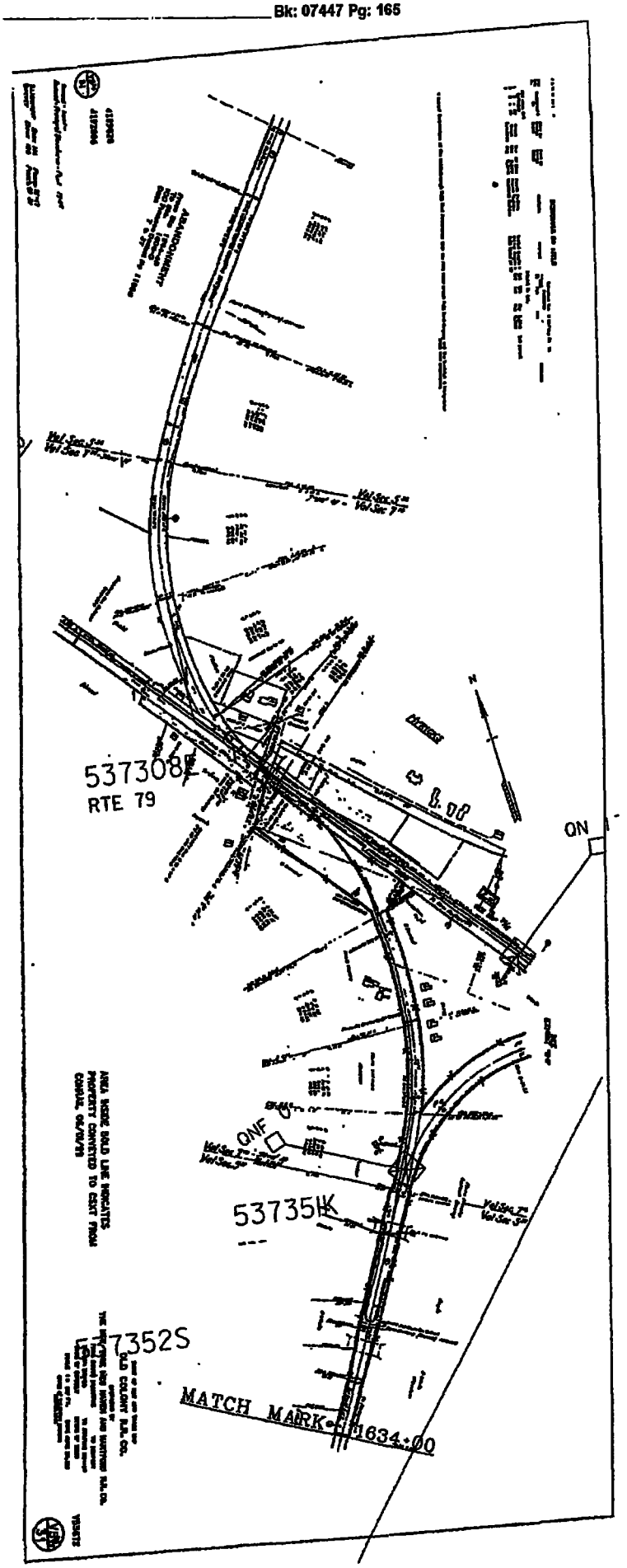
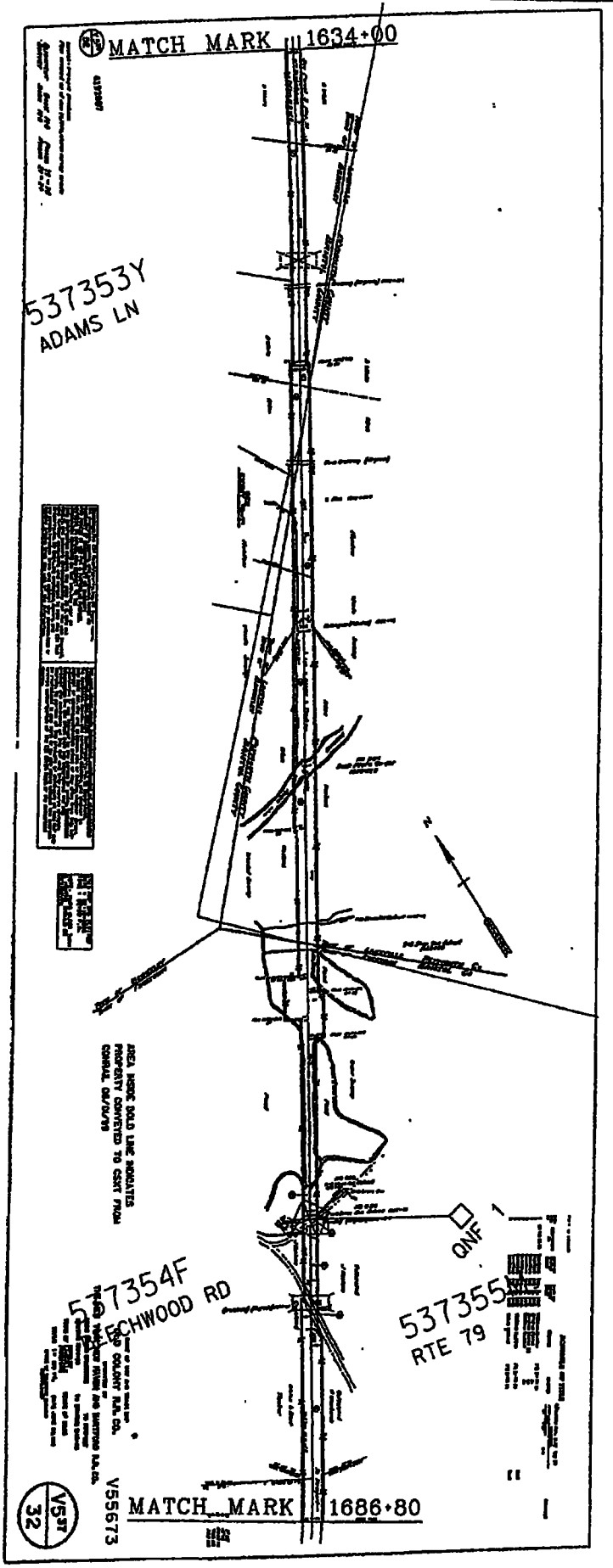
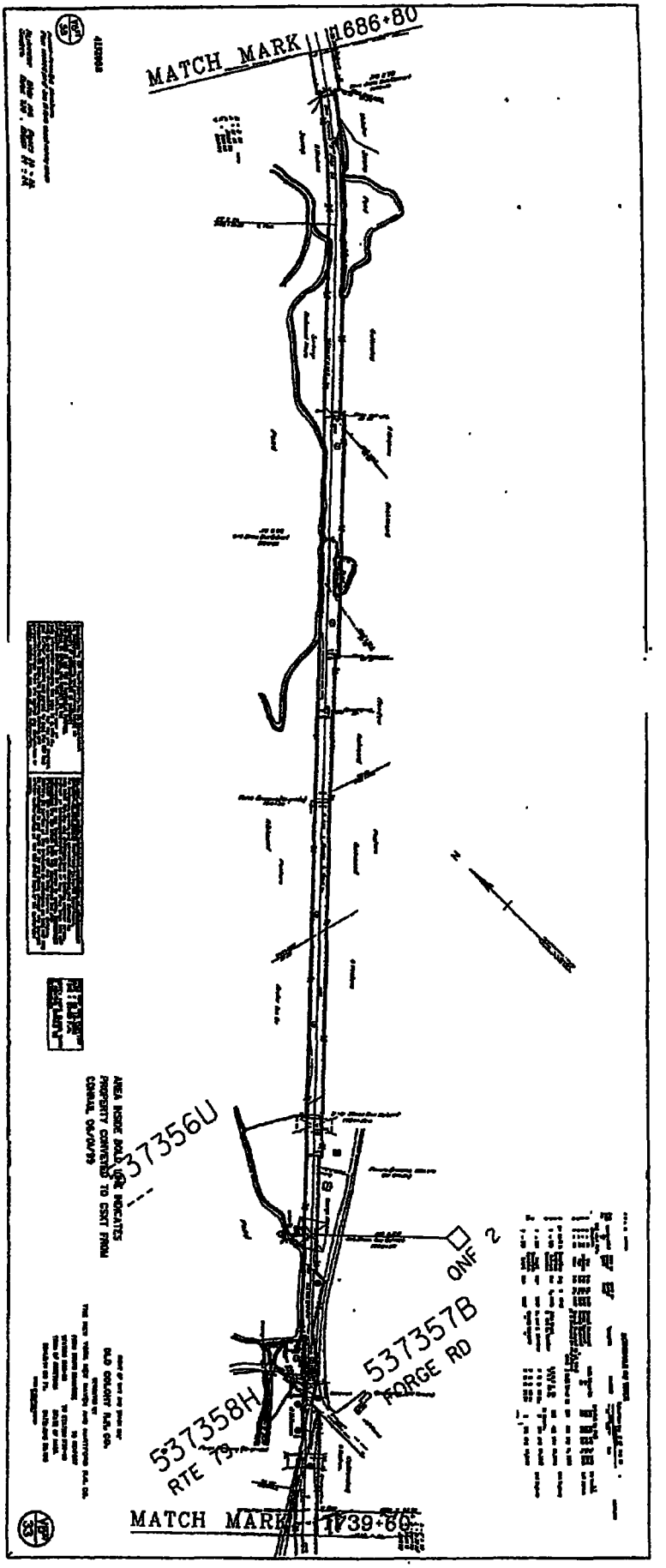
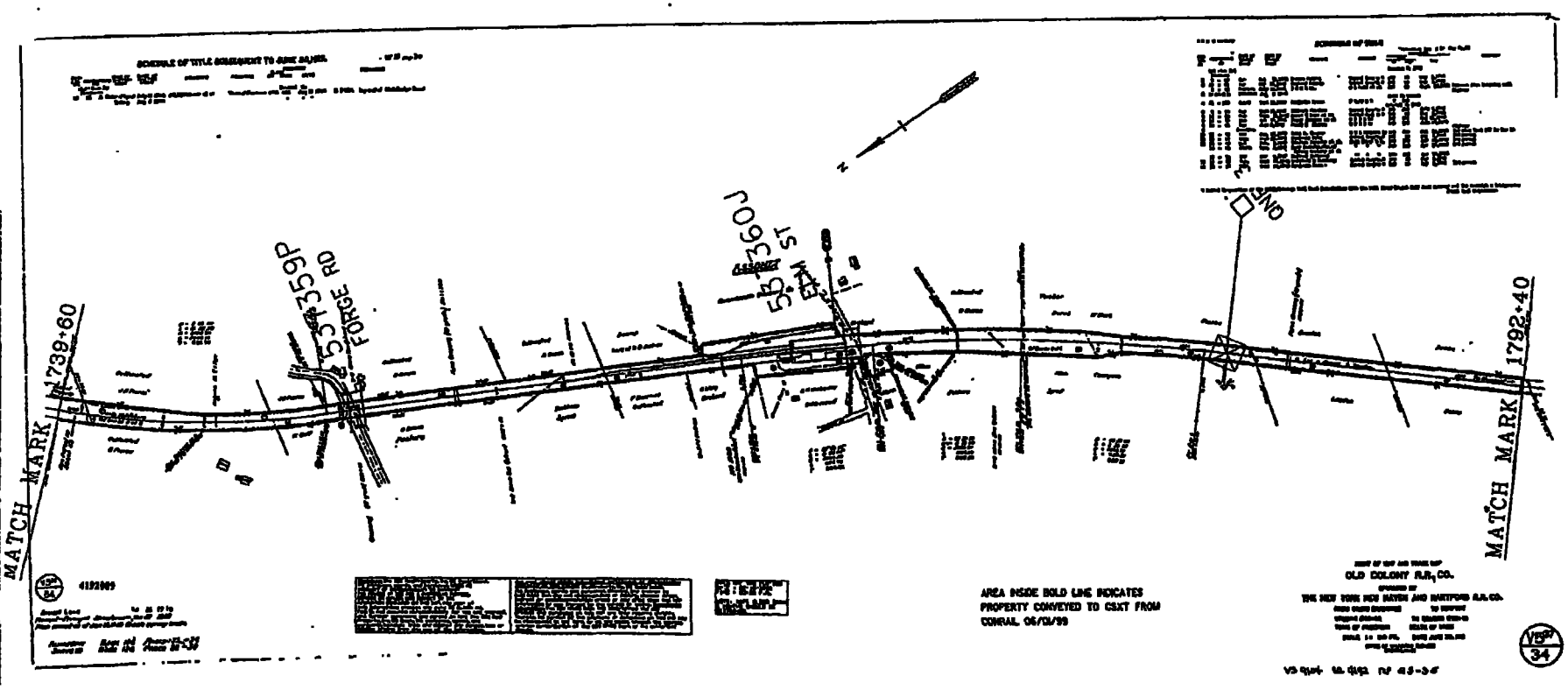
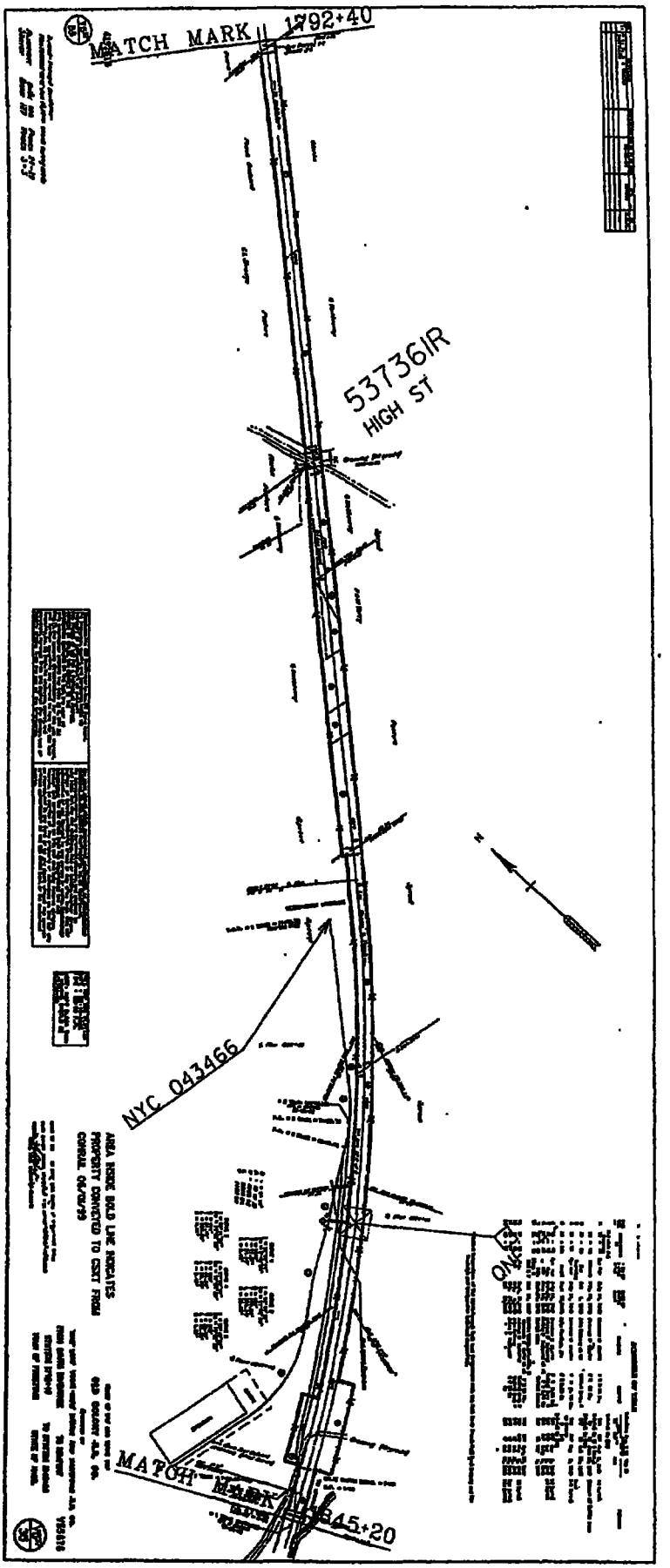
537308E
RTE 79
ON 17
537309
MALBONE
MATCH MARK 94+60

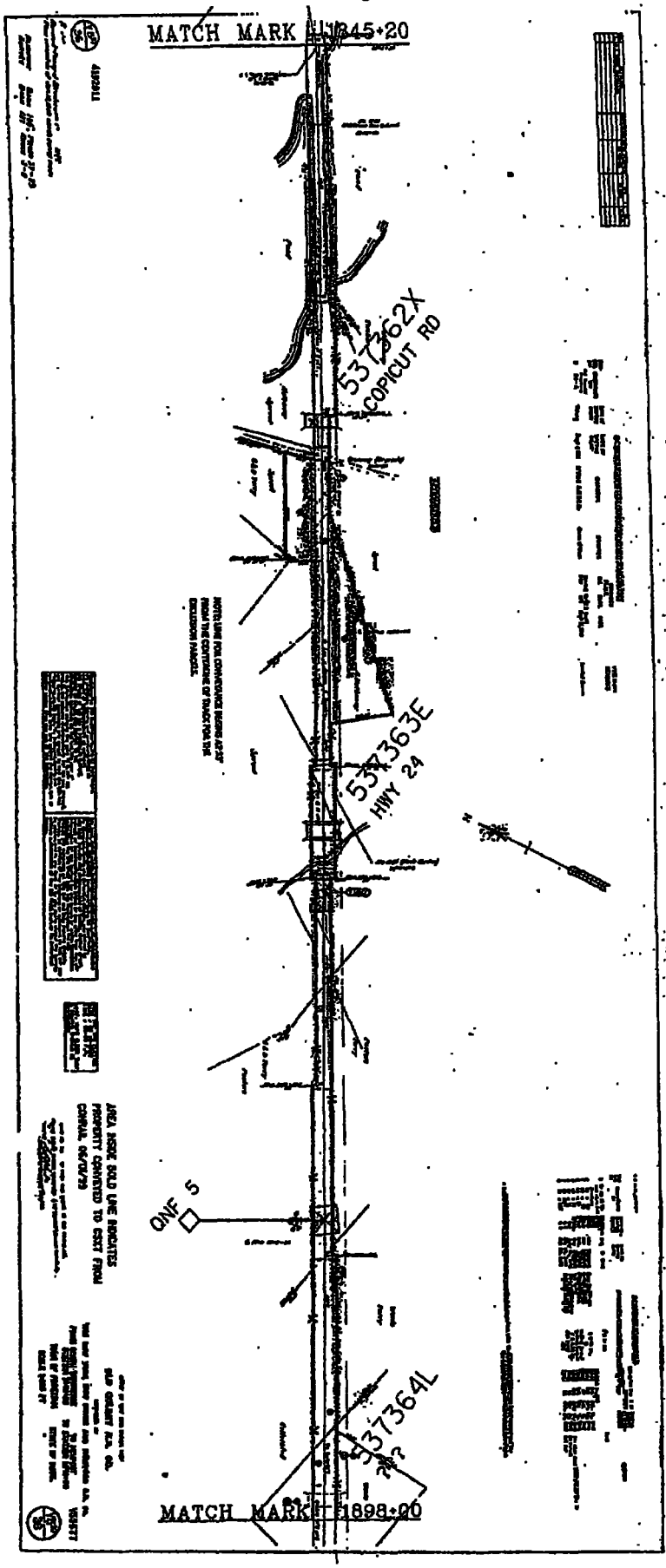

537308E
RTE 79
QN
QNF
53735K
57352S
MATCH MARK 1634+00

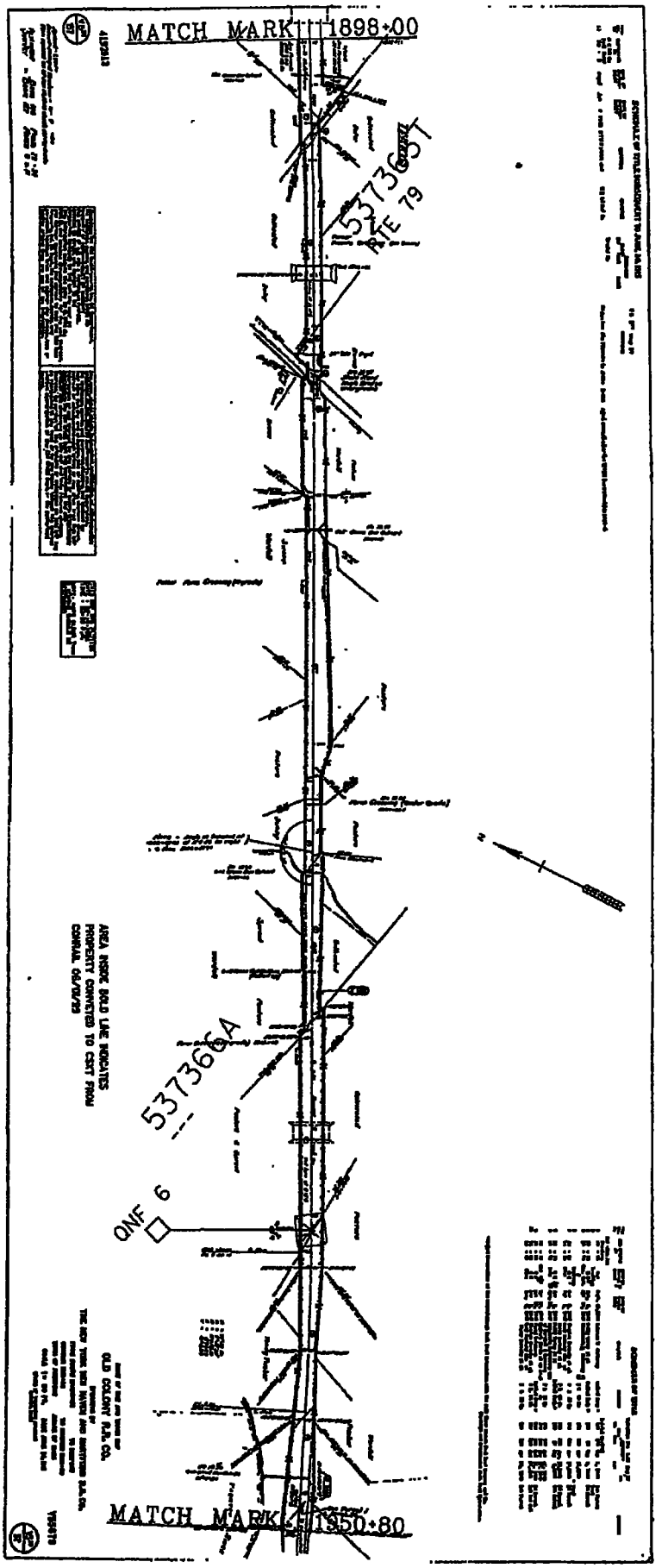

MATCH MARK 1634+00
537353Y
ADAMS LN
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/06/99
537354F
BEECHWOOD RD
QNF
537355
RTE 79
MATCH MARK 1686+80
V55673
V5ST
32


MATCH MARK 1686+80
537356U
ONF 2
537357B
FORGE RD
537358H
RTE 79
MATCH MARK 1739+60

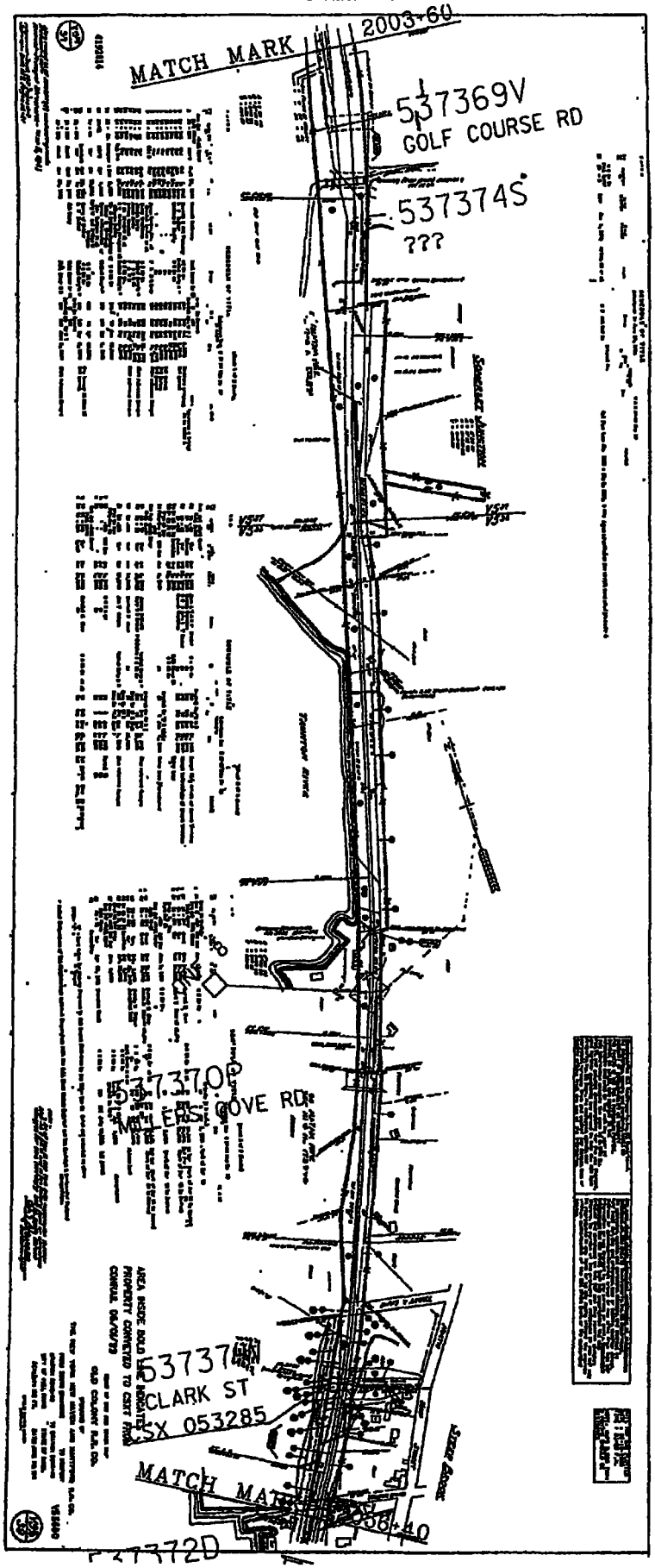

MATCH MARK
1739+60
FORGE RD
ST
MATCH MARK
1792+40
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/99
OLD COLONY R.R. CO.
34


MATCH MARK
1792+40
53736IR
HIGH ST
NYC 043466
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/99
MATCH MARK
1845+20


MATCH MARK 1845+20
537362X
COPICUT RD
537363E
HWY 24
QNF 5
537364L
MATCH MARK 1898+00
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/99


MATCH MARK 1898+00
537363A
ATE 79
537366A
ONF 6
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/06/99
OLD COLONY R.R. CO.
MATCH MARK 1850+80

MATCH MARK
1950+80
537368N
ONF 7
537367G
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 04/06/99
OLD COLONY R.R. CO.
2003+60
MATCH MARK
537369
GOLF CC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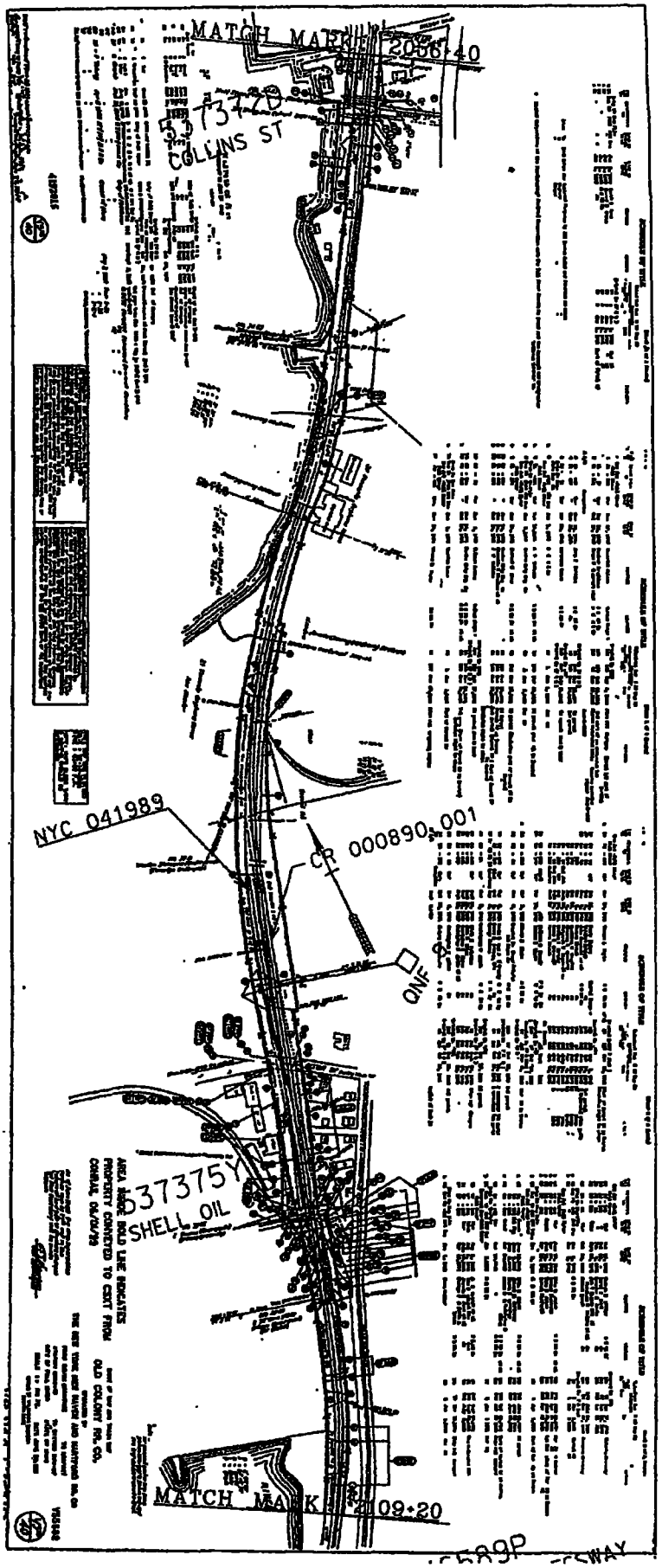
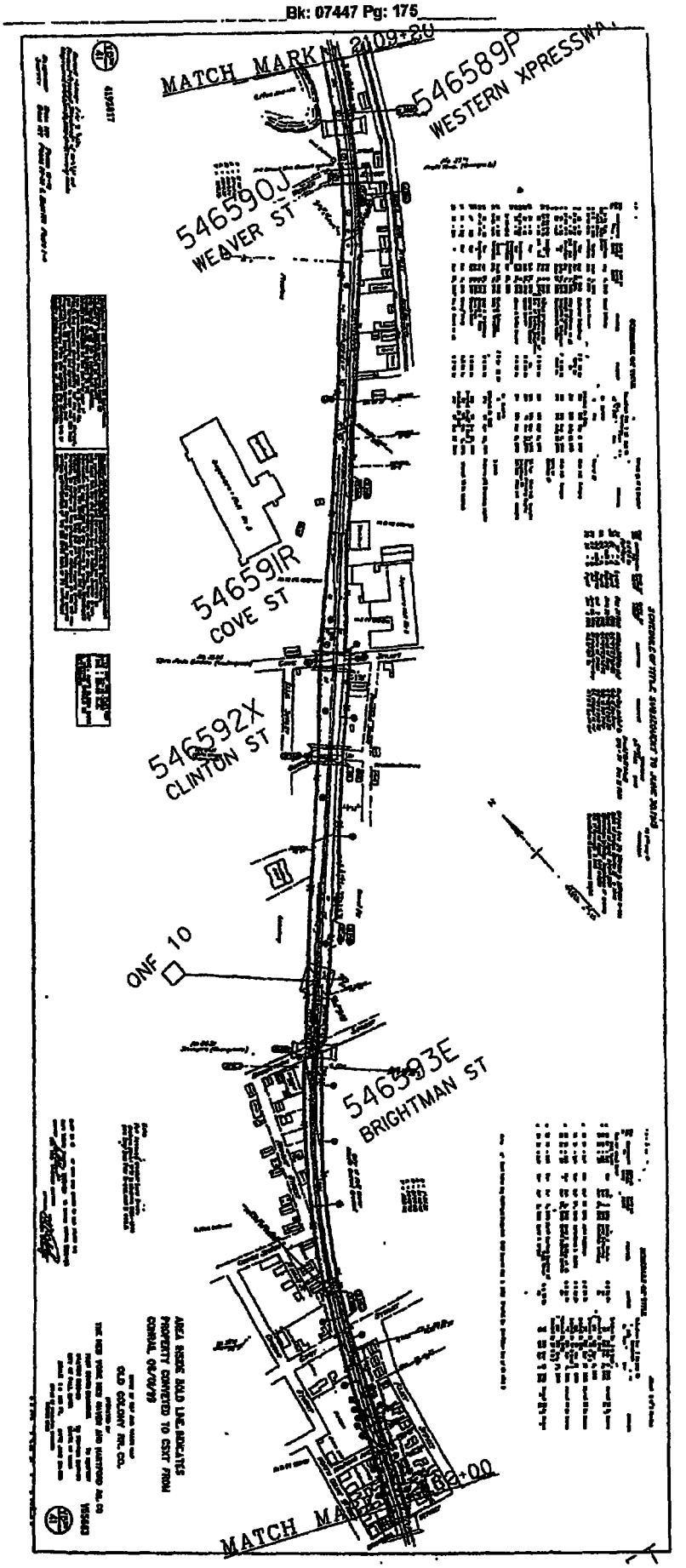
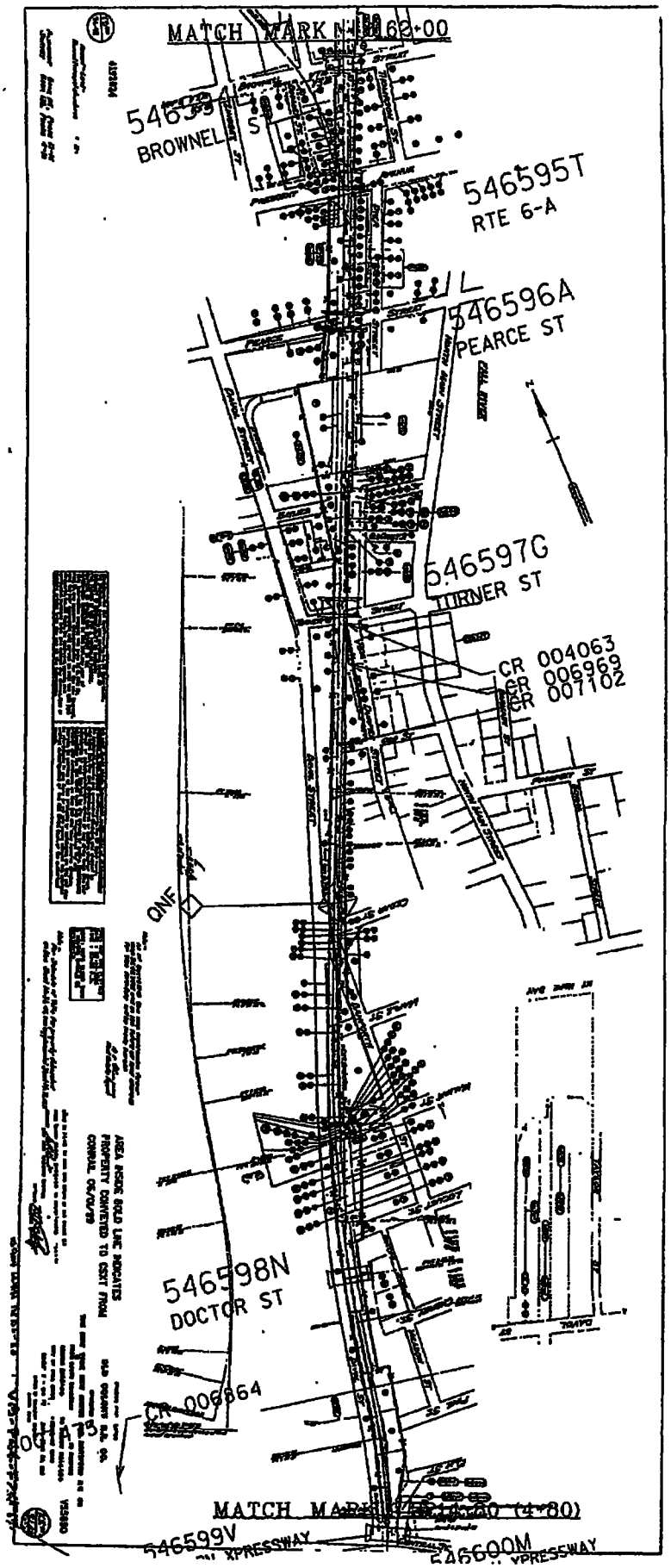
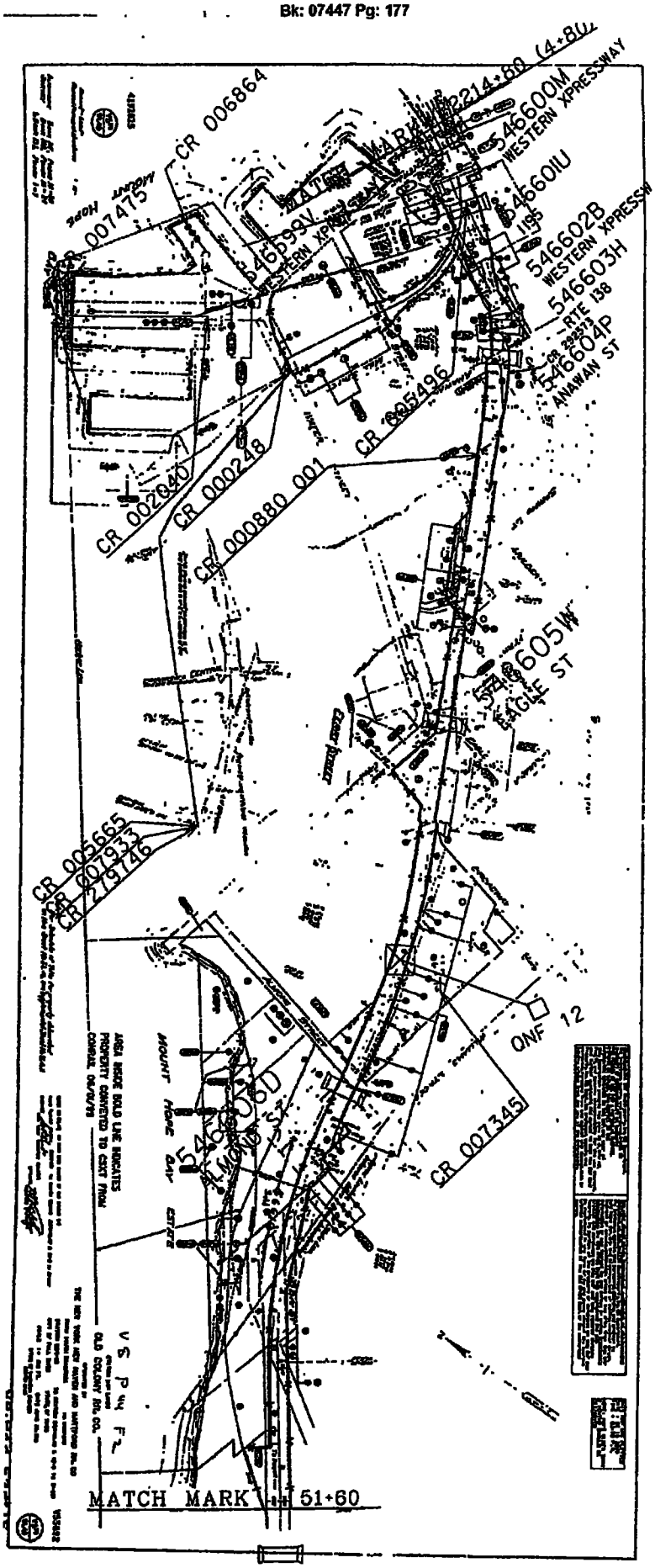
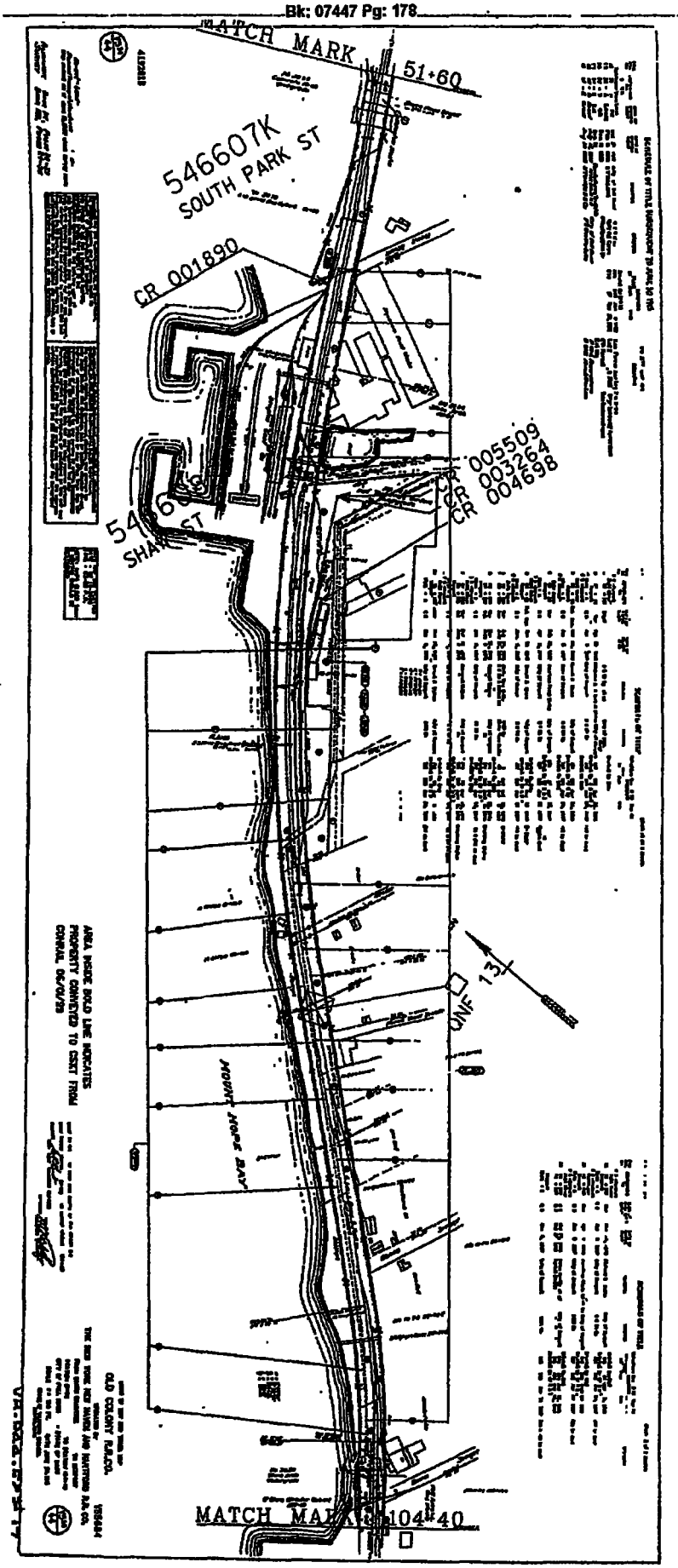
2003+60
537369V
GOLF COURSE RD
537374S
???
537370
MILES COVE RD
537371
CLARK ST
CSX 053285
MATCH MARK
F27372D

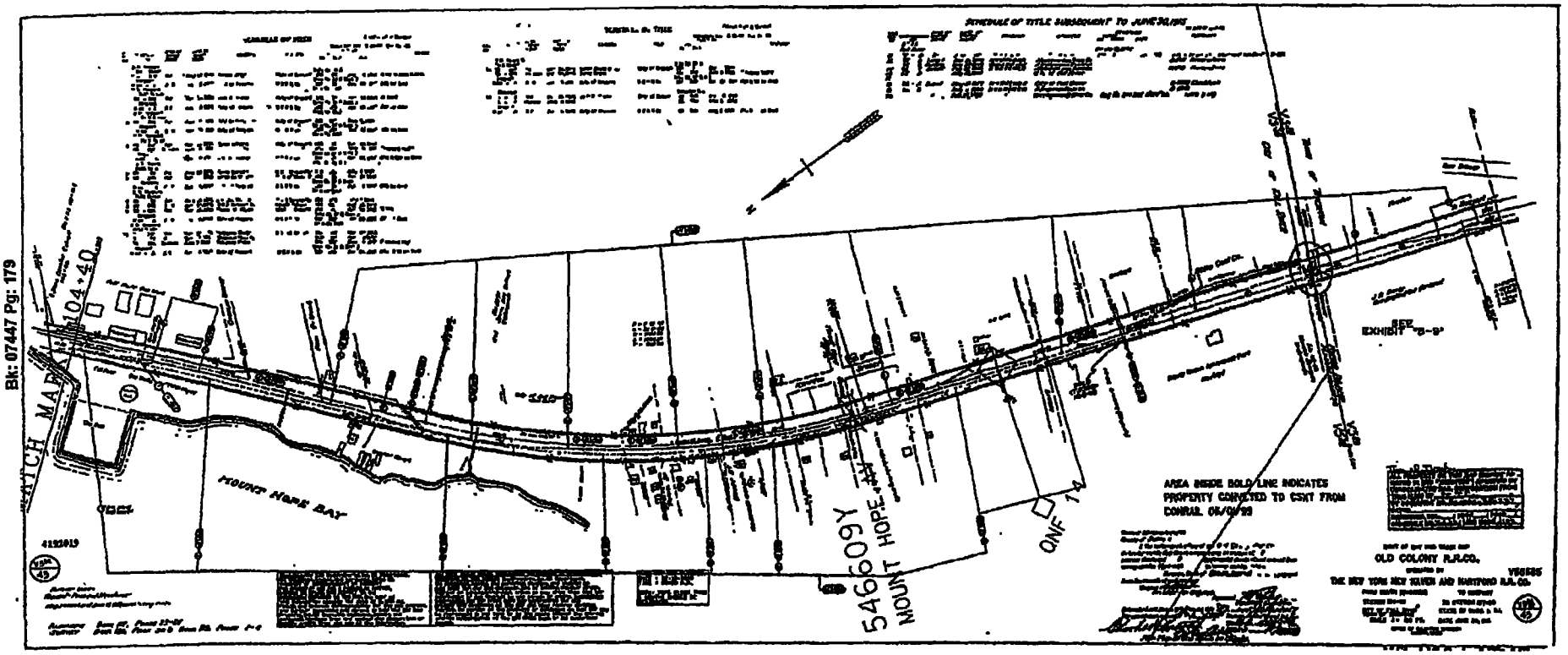

MATCH MARK 2006+40
537370
COLLINS ST
NYC 041989
CR 000890_001
QNF
537375Y
SHELL OIL
AREA NAME BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
OLD COLONY RR. CO.
MATCH MARK 2109+20

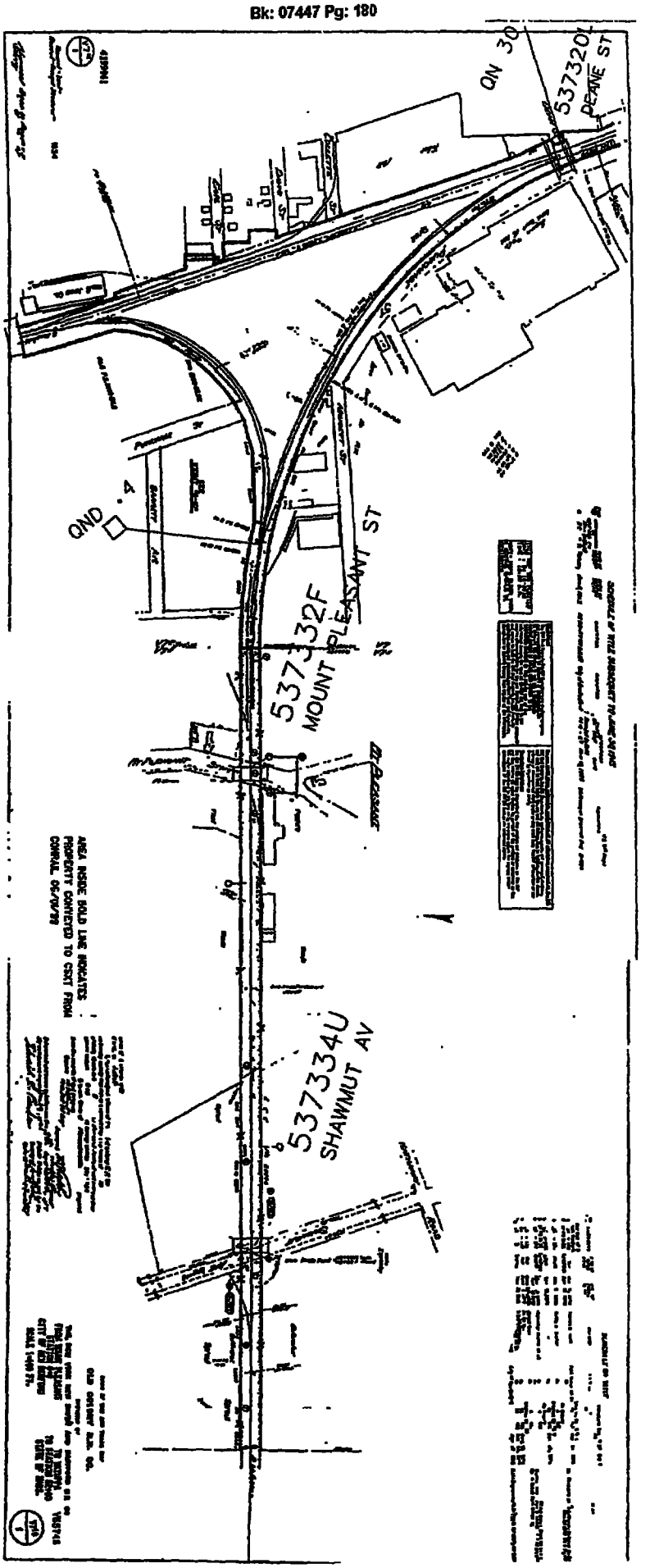

MATCH MARK
546589P
WESTERN XPRESSWA
546590J
WEAVER ST
546591R
COVE ST
546592X
CLINTON ST
ONF 10
546593E
BRIGHTMAN ST
MATCH MA
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/06/99
OLD COLONY RR. CO.


MATCH MARK
546594
BROWNELL S
546595T
RTE 6-A
546596A
PEARCE ST
546597G
TURNER ST
CR 004063
CR 006969
CR 007102
ONF
546598N
DOCTOR ST
CR 006864
MATCH MARK
546599V
XPRESSWAY
546600M
XPRESSWAY

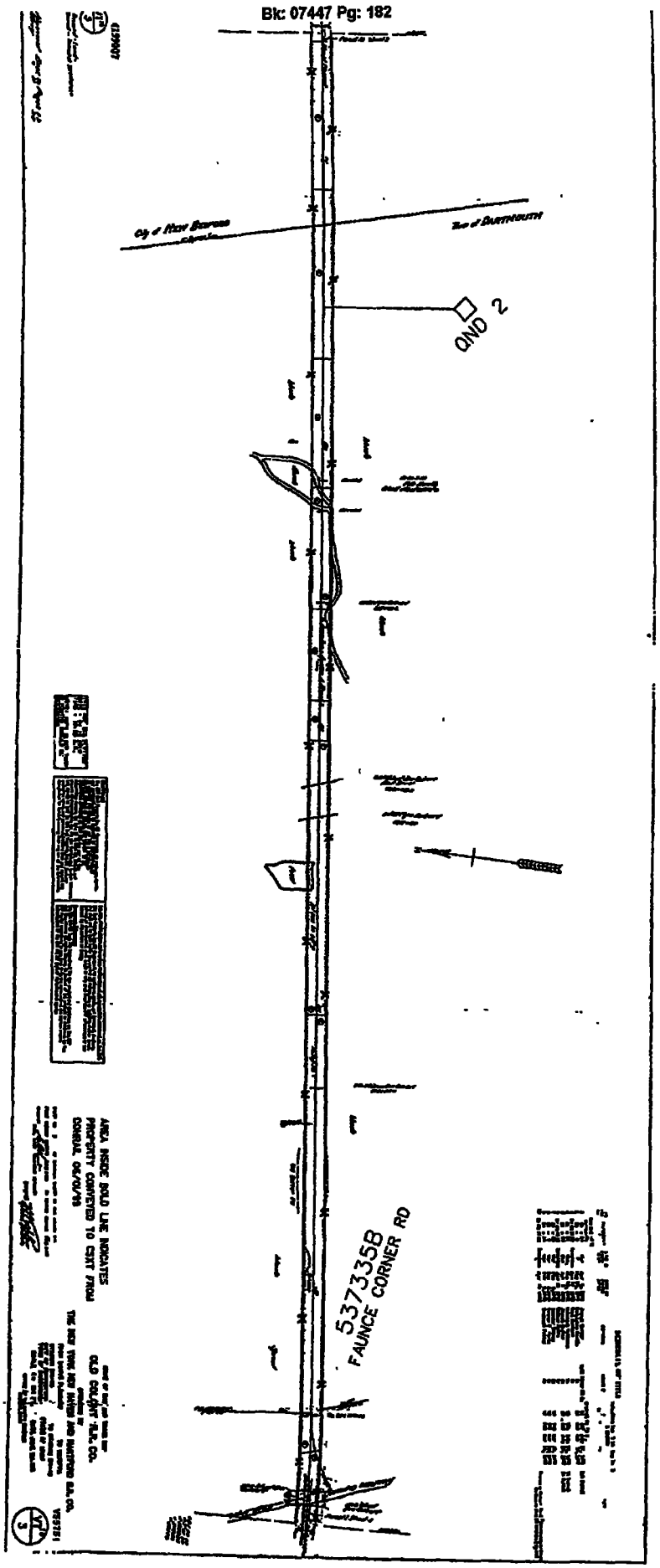

CR 006864
CR 007475
546600M
WESTERN XPRESSWAY
546601U
546602B
WESTERN XPRESSW
546603H
RTE 138
546604P
ANAWAN ST
CR 005496
CR 002040
CR 000248
CR 000880 001
546605W
EAGLE ST
CR 005665
CR 001933
CR 279746
ONF 12
CR 007345
MOUNT HOPE DRIVE
MOUNT HOPE ST
MATCH MARK 51+60


MATCH MARK
51+60
546607K
SOUTH PARK ST
CR 001890
CR 005509
CR 003264
CR 004698
SHAW ST
UNF 13
MATCH MARK 104+40




QN 30
537320L
PEANE ST
QND
537332F
MOUNT PLEASANT ST
537334U
SHAWMUT AV
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06-01-97

GND 1


City of New Bedford
Town of Dartmouth
GND 2
537335B
FAUNCE CORNER RD
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 04/01/98
OLD COLONY R.R. CO.
THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO.

537336
FAUNCE CORNER
OND 3
537336H
HIXVILLE RD
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONRAIL 06/01/98
OLD COLONY R.R. CO.

GND
4
AREA INSIDE BOLD LINE INDICATES
PROPERTY CONVEYED TO CSXT FROM
CONTAIL 06/01/95
OLD COLONY R.R. CO.

QND 5
537337P
REED RD
918422H
OLD REED RD

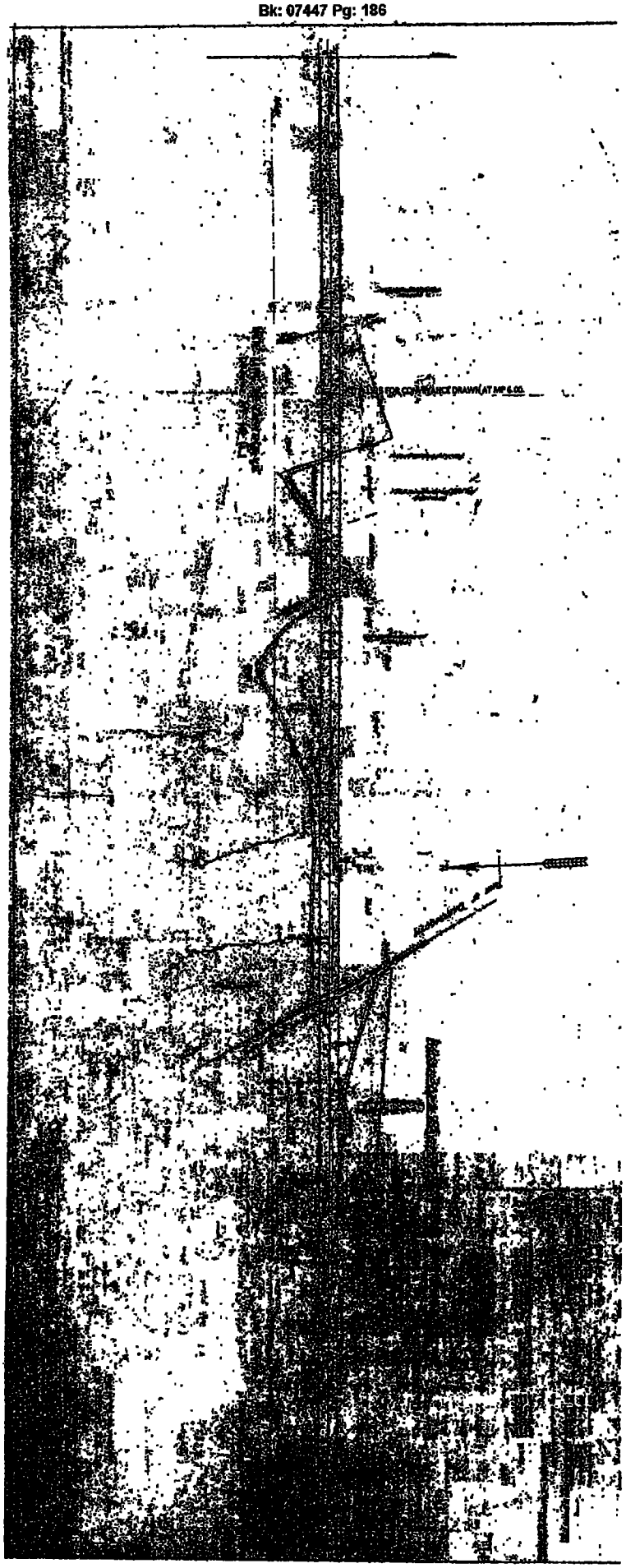


EXHIBIT B
Excluded Property Description

1. The South Coast Operating Agreement (as defined in the deed to which this exhibit is attached).

2. The CSXT South Coast Easement (as defined in the deed to which this exhibit is attached).

EXHIBIT C
List of Title Exceptions

1. Land Lease Agreement dated February 1, 2004 between Grantor and Bay Colony Railroad Corporation.

2. Other exceptions as set forth on the attached.

[SEE ATTACHED CONTINUATION OF EXHIBIT C]

EXHIBIT C -
CONTINUATION
List of Title Exceptions

A. Title Exceptions Applicable to New Bedford Secondary Line

1. Utility Easement dated March 25, 1996, from Consolidated Rail Corporation to CRC Properties Inc. recorded with the Bristol Fall River District Registry of Deeds ("FRRD") in Book 3074, Page 1 and the Plymouth Registry of Deeds ("PRD") in Book 14289, Page 79;
2. Agreement dated August 16, 1972 between George P. Baker et al, as Trustees of the Property of Penn Central Transportation Company, and the Commonwealth of MA – DPW to convey all bridges over railroad tracks and rights of way, recorded with FRRD in Book 1054, Page 27, with PRD in Book 3831, Page 597, with the Bristol South District Registry of Deeds ("BSRD") in Book 1651, Page 282, and with the Bristol North District Registry of Deeds ("BNRD") in Book 1617, Page 1133;
3. Agreement dated as of May 1, 1982 between Consolidated Rail Corporation and Providence and Worcester Railroad Company regarding trackage rights over a portion of the Rail Line, recorded with BNRD in Book 2191, Page 267, with BSRD in Book 1842, Page 778, and with FRRD in Book 1422, Page 207;
4. Release from George P. Baker et al, as Trustees of the Property of Penn Central Transportation Company, to the City of Taunton regarding the maintenance of road surfaces across the Rail Line, recorded with BNRD in Book 1607, Page 797;
5. Easement from Consolidated Rail Corporation to Algonquin Gas Transmission Company dated March 1, 1982 recorded with FRRD in Book 1468, Page 326;
6. Deed dated June 28, 1989 from Consolidated Rail Corporation to New Bedford Redevelopment Authority recorded with BSRD in Book 2355, Page 150; and
7. Additional matters affecting individual segments of the Rail Line as set forth on Exhibit C-1 attached hereto and incorporated herein by reference.

B. Title Exceptions Applicable to Fall River Secondary Line

1. Utility Easement dated March 25, 1996, from Consolidated Rail Corporation to CRC Properties Inc. recorded with FRRD in Book 3074, Page 1 and PRD in Book 14289, Page 79;
2. Agreement dated August 16, 1972 between George P. Baker et al, as Trustees of the Property of Penn Central Transportation Company, and the Commonwealth of MA – DPW to convey all bridges over railroad tracks and rights of way, recorded with FRRD in Book 1054, Page 27, with PRD in Book 3831, Page 597 and with BNRD in Book 1617, Page 1133;
3. Agreement dated as of May 1, 1982 between Consolidated Rail Corporation and Providence and Worcester Railroad Company regarding trackage rights over a portion of the Rail Line recorded with BNRD in Book 2191, Page 267 and with FRRD in Book 1422, Page 207;
4. Easement dated March 28, 1983 from Consolidated Rail Corporation to Eastern Edison Company recorded with FRRD in Book 1453, Page 328;
5. Easement dated March 1, 1982 from Consolidated Rail Corporation to Algonquin Gas Transmission Company recorded with FRRD in Book 1468, Page 326;
6. Easement dated November 21, 1986 from Consolidated Rail Corporation to Shell Oil Company recorded with FRRD in Book 1811, Page 223;
7. Easement dated September 30, 1994 from Consolidated Rail Corporation to New England Telephone and Telegraph Company recorded with FRRD in Book 3005, Page 201; and
8. Additional matters affecting individual segments of the Rail Line as set forth on Exhibit C-2 attached hereto and incorporated herein by reference.

C. Title Exceptions Applicable to Watuppa Secondary Line

1. Utility Easement dated March 25, 1996, from Consolidated Rail Corporation to CRC Properties Inc. recorded with FRRD in Book 3074, Page 1;
2. Agreement dated August 16, 1972 between George P. Baker et al, as Trustees of the Property of Penn Central Transportation Company, and the Commonwealth of MA – DPW to convey all bridges over railroad tracks and rights of way, recorded with BSRD in Book 1651, Page 282;
3. Order of Conditions (DEP File number – SE49-327) issued December 3, 2001 by the New Bedford Conservation Commission to the MBTA for the project located at the "New Bedford/Dartmouth Spur" owned by CSX Corporation, recorded with BSRD in Book 5262, Page 110; and
4. Additional matters affecting individual segments of the Rail Line as set forth on Exhibit C-3 attached hereto and incorporated herein by reference.

EXHIBIT C-1
NEW BEDFORD SECONDARY LINE
ADDITIONAL TITLE MATTERS

NOTE:

BNRD = Bristol North District Registry of Deeds
FRRD = Bristol Fall River District Registry of Deeds
BSRD = Bristol South District Registry of Deeds
PRD = Plymouth Registry of Deeds

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
14	10	John Hart	New Bedford & Taunton Railroad	Warranty Deed	BNRD 158/384	Passageway and Fence Easement
15	3		New Bedford & Taunton Railroad Boston, Clinton, Fitchburg and New Bedford Railroad	Easement by Location Easement by Location		Crossing in Road Crossing in Road
15	10		New Bedford & Taunton Railroad Boston, Clinton, Fitchburg and New Bedford Railroad	Easement by Location Easement by Location		Crossing in Road Crossing in Road
15	11	Abiathar Williams	New Bedford & Taunton Railroad	Quitclaim Deed	BNRD 159/58	Passageway and Fence Easement
15	14	Shadrack Burt et al	New Bedford & Taunton Railroad	Warranty Deed	BNRD 160/158	
		Rufus Macomber Jr.	New Bedford & Taunton Railroad	Release	BNRD 161/184	Fence Easement Released
	Out Parcel	Penn Central Corporation	Edward Griffin	Deed-out	BNRD 2425/138	Railroad Reserves Easements for wire, pipe facilities covered by agreements etc with third parties

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
15	15 Out Parcel	Edward W. Macomber Penn Central Corporation	Old Colony Railroad Edward Griffin	Warranty Deed Deed-out	BNRD 510/116 BNRD 2425/138	Passageway Easement Railroad Reserves Easements for wire, pipe facilities covered by agreements etc with third parties
15	16 Out Parcel	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Taking	BNRD 1000/32	Highway Easement
16	1		New Bedford & Taunton Railroad Boston, Clinton, Fitchburg and New Bedford Railroad	Easement by Location Easement by Location		Crossing in Road Crossing in Road
16	2	Sydney Williams Harriet A. Harmon	New Bedford & Taunton Railroad Old Colony Railroad	Warranty Deed Release	BNRD 159/391 BNRD 511/295	Passageway and Fence Easement Release Passageway Easement
16	3	County Commissioners		Decree		Crossing in Road
16	8	Rufus Macomber Jr.	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/371	Passageway and Fence Easement
16	9	John Burt	New Bedford & Taunton Railroad	Warranty Deed	BNRD 158/380	Fence Easement
16	10	Rufus Macomber Jr.	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/371	Passageway and Fence Easement
16	11	John Burt	New Bedford & Taunton Railroad	Warranty Deed	BNRD 158/380	Fence Easement; Passageway Easements Passageway under lot released per Val Map (Not recorded)
16	12	Edward W. Macomber	Old Colony Railroad	Warranty Deed	BNRD 510/116	Passageway Easement
16	14	Ephraim Caswell	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/374; 160/122	Fence Easement
16	17	Israel Dean	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/513	Passageway and Fence Easement
16	18	Israel Dean 2nd	New Bedford & Taunton Railroad	Warranty Deed	BNRD 208/233	Passageway and Fence Easement
16	19	David W. Dean	Old Colony Railroad	Warranty Deed	BNRD 503/388	Passageway Easement

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
17	1	Ruth Paul	New Bedford & Taunton Railroad	Quitclaim Deed	BNRD 159/57	Fence Easement
17	2	James Wade et al	New Bedford & Taunton Railroad	Perpetual Covenant	BNRD 158/489	Fence and Passageway Easements
17	4	Charles Wade	Old Colony Railroad	Warranty Deed	BNRD 510/117	Passageway Easement
17	9	James Wade	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/372	Fence Easement
17	10	Asa Macomber	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/392	Fence Easement
17	11	Elizabeth Padelford	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/367	Fence Easement
17	13		Boston, Clinton, Fitchburg & New Bedford Railroad	Location		Crossing in Road
17	14	Elizabeth Padelford	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/367	Fence Easement
18	1	Obid Mirick	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/270	Passageway and Fence Easements
18	3	Obid Mirick	New Bedford & Taunton Railroad	Warranty Deed	BNRD 170/183	Fence Easement
18	4		New Bedford & Taunton Railroad Boston, Clinton, Fitchburg and New Bedford Railroad	Location Location		Crossing in Road Crossing in Road
18	5	Obid Mirick	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/270	Passageway and Fence Easements
18	6	Calvin Mirick	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/268	Passageway and Fence Easements
18	7	Obid Mirick	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/270	Passageway and Fence Easements
18	9	Calvin Myrick	Taunton Railroad and Fall River Railroad	Easement	BNRD 189/220	Right to enter parcel to construct and maintain railroad

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
18	10	Obed Myrick	New Bedford & Taunton Railroad and Fall River Railroad	Easement	BNRD 189/221	Right to enter parcel to construct and maintain railroad; Passageway Easements
18	11	Obed Mirick		None of Record	Not Recorded; No Copy Provided	
18	12	Calvin Mirick		None of Record	Not Recorded; No Copy Provided	
18	13	Obed Mirick		None of Record	Not Recorded; No Copy Provided	
18	15	Gideon Mirick et al	New Bedford & Taunton Railroad	Release and Conveyance Deed	BNRD 206/84	
	Out Parcel	Penn Central Corporation	Merle Stetson et al	Deed-out	BNRD 2158/17	Railroad Reserves Rights to Sidetrack
	Out Parcel	Penn Central Corporation	Stanley Paduch	Deed-out	BNRD 2404/82; PRD 5510/459	Railroad Reserves Easements for wire, pipe facilities covered by agreements etc with third parties
18	19	Phebe Hathaway Admrix of Horace Hathaway Estate	New Bedford & Taunton Railroad	Warranty Deed	BNRD 316/234	(Same Parcel as 18-17)
	Out Parcel	Penn Central Corporation	Merle Stetson et al	Deed-out	BNRD 2158/17	Railroad Reserves Rights to Sidetrack
18	20	Erastus Myrick	New Bedford & Taunton Railroad	Warranty Deed	BNRD 248/405	
	Out Parcel	Penn Central Corporation	Stanley Paduch	Deed-out	BNRD 2404/82; PRD 5510/459	Railroad Reserves Easements for wire, pipe facilities covered by agreements etc with third parties
18	21	Erastus Myrick	New Bedford & Taunton Railroad	Warranty Deed	BNRD 248/444	
	Out Parcel	Penn Central Corporation	Stanley Paduch	Deed-out	BNRD 2404/82; PRD 5510/459	Railroad Reserves Easements for wire, pipe facilities covered by agreements etc with third parties

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
18	22	Amos Burnham	New Bedford & Taunton Railroad	Quitclaim Deed	BNRD 254/261	
	Out Parcel	Penn Central Corporation	Stanley Paduch	Deed-out	BNRD 2404/82; PRD 5510/459	Railroad Reserves Easements for wire, pipe facilities covered by agreements etc with third parties
18	23	New Bedford & Taunton Railroad	County Commissioners	Decree		Road Layout
18	24		New Bedford & Taunton Railroad	Easement by Location		Crossing in Road
18	25	Oliver Peirce	New Bedford & Taunton Railroad	Easement	PRD 199/5	Right to enter parcel to construct and maintain railroad; Passageway Easements
		Enos Pierce	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/76	Passageway and Fence Easements
		Ethan Pierce	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/74	Passageway and Fence Easements
18	26	Jirah Winslow	New Bedford & Taunton Railroad	Warranty Deed	PRD 199/2	Passageway and Fence Easements
18	28	Fannie Trenouth	Old Colony Railroad	Warranty Deed	BNRD 774/500	Same as 18-16
	Out Parcel	Penn Central Corporation	Merle Stetson et al	Deed-out	BNRD 2158/17	Railroad Reserves Rights to Sidetrack
19	1	John Allen	New Bedford and Taunton Railroad	Warranty Deed	PRD 203/82	Passageway and Fence Easement
19	2	Oliver Peirce	New Bedford & Taunton Railroad	Easement	PRD 199/5	Right to enter parcel to construct and maintain railroad; Passageway Easements
19	3	Zebulon White et al	New Bedford and Taunton Railroad	Warranty Deed	PRD 799/337	Passageway and Fence Easements
19	4	Oliver Peirce	New Bedford & Taunton Railroad	Easement	PRD 199/5	Right to enter parcel to construct and maintain railroad; Passageway Easements
19	5	Abraham Pierce	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/75	Passageway and Fence Easements
19	6	William Hoard	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/79	Passageway and Fence Easements
19	7	Samuel Hoar	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/77	Passageway and Fence Easements

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
19	8	Ethan Pierce	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/74	Passageway and Fence Easements
19	9	Enos Pierce Noble Canedy	New Bedford & Taunton Railroad New Bedford & Taunton Railroad	Warranty Deed Warranty Deed	PRD 203/76 PRD 261/97	Passageway and Fence Easements
19	10	Oliver Peirce	New Bedford & Taunton Railroad	Easement	PRD 199/5	Right to enter parcel to construct and maintain railroad; Passageway Easements
19	12	Ethan Pierce	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/74	Passageway and Fence Easements
19	13	Clothier Allen et al	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/82	Passageway and Fence Easements
19	14	Enos Pierce	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/76	Passageway and Fence Easements
19	15	William Haskins	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/78	Passageway and Fence Easements
19	16	Apollos Anthony et al	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/81	Passageway and Fence Easements
19	17	Abraham Pierce 2nd	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/80	Passageway and Fence Easements
19	18	George Hoard	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/78	Passageway and Fence Easements
19	19	William Speed et al Alexander Canedy et al	New Bedford & Taunton Railroad New Bedford & Taunton Railroad	Warranty Deed Warranty Deed	PRD 1493/307 PRD 203/74	Passageway and Fence Easements Passageway and Fence Easements
19	20	John Seekel	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/77	Passageway and Fence Easements
19	21	William Speed et al Alexander Canedy et al	New Bedford & Taunton Railroad New Bedford & Taunton Railroad	Warranty Deed Warranty Deed	PRD 1493/307 PRD 203/74	Passageway and Fence Easements Passageway and Fence Easements
19	22	Oliver Peirce	New Bedford & Taunton Railroad	Easement	PRD 199/5	Right to enter parcel to construct and maintain railroad; Passageway Easements

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
19	23	Jirah Winslow	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/76	Passageway and Fence Easements
		Jirah Winslow et al	Anthony Hathaway	Lease	PRD 261/95	Lease of Passageway Easement
		Anthony Hathaway	New Bedford & Taunton Railroad	Assignment of Lease	PRD 261/96	Passageway Easement
19	24	John Allen	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/82	Passageway and Fence Easement
19	25	John Pierce et al	New Bedford & Taunton Railroad	Warranty Deed	PRD 194/278	Passageway and Fence Easements
19	26	Oliver Peirce	New Bedford & Taunton Railroad	Easement	PRD 199/5	Right to enter parcel to construct and maintain railroad; Passageway Easements
19	27	William Haskins	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/78	Passageway and Fence Easements
19	28	Israel Dean	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/79	Passageway and Fence Easements
19	29	Ephraim Paull et al	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/80	Passageway and Fence Easements
19	30	Zebulon White et al	New Bedford and Taunton Railroad	Warranty Deed	PRD 799/337	Passageway and Fence Easements
19	31	Salmon Richmond	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/73	Passageway Easement
19	32	Zebulon White et al	New Bedford and Taunton Railroad	Warranty Deed	PRD 799/337	Passageway and Fence Easements
19	33	Enos Pierce	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/76	Passageway and Fence Easements
20	1	Oliver Peirce	New Bedford & Taunton Railroad	Easement	PRD 199/5	Right to enter parcel to construct and maintain railroad; Passageway Easements
20	2	Enos Pierce	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/76	Passageway and Fence Easements
20	3	Enos Pierce et al	New Bedford & Taunton Railroad	Warranty Deed	BNRD 163/191	Passageway and Fence Easements
20	4	Oliver Peirce	New Bedford & Taunton Railroad	Easement	PRD 199/5	Right to enter parcel to construct and maintain railroad; Passageway Easements

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
20	5	Ethan Pierce	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/74	Passageway and Fence Easements
20	6	Jirah Winslow	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/76	Passageway and Fence Easements
20	7	Oliver Peirce	New Bedford & Taunton Railroad	Easement	PRD 199/5	Right to enter parcel to construct and maintain railroad; Passageway Easements
20	8	Zebulon Canedy	New Bedford & Taunton Railroad	Warranty Deed	PRD 199/2	Passageway Easement
20	9	Barnaby Winslow et al	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/81	Passageway and Fence Easements
20	10	Thomas Terry	New Bedford & Taunton Railroad	Warranty Deed	PRD 198/205	Railroad to create ditch under railroad to flow water
20	11	Oliver Peirce John Pierce	New Bedford & Taunton Railroad New Bedford & Taunton Railroad	Easement Warranty Deed	PRD 199/5 PRD 194/278	Right to enter parcel to construct and maintain railroad; Passageway Easements Passageway and Fence Easements
20	13	Zeebedee Terry	New Bedford & Taunton Railroad	Warranty Deed	PRD 199/1	Fence Easement
20	14 Out Parcel	Trustees of Penn Central Transportation Company	New Bedford & Taunton Railroad Commonwealth of MA - DPW	Location Release	PRD 3857/243	Howland Street – Crossing in Road Rights in bridge
21	1 Out Parcel	Earl Sears Jr Trustees of Penn Central Transportation Company	New Bedford & Taunton Railroad Commonwealth of MA - DPW	Warranty Deed Release	PRD 199/3 PRD 3857/243	Passageway and Fence Easements Rights in bridge
21	2	Earl Sears	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/73	Passageway and Fence Easements
21	5 Out Parcel	Granville Allen Penn Central Corporation	New York, New Haven & Hartford Railroad Elio Francescon	Warranty Deed Deed-out	PRD 657/537 PRD 4682/481	Passageway Easement Railroad Reserves Easements for wire, pipe facilities covered by agreements etc with third parties

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
21	7	Samuel Baker	New Bedford & Taunton Railroad	Warranty Deed	PRD 203/75	Passageway and Fence Easements
21	8	Charles Mawhinney	Old Colony Railroad	Warranty Deed	PRD 639/419	
	Out-Parcel	Penn Central Corporation	Freetown/Lakeville Regional School District	Deed-out	PRD 5532/90	Railroad Reserves Easements for wire, pipe facilities covered by agreements etc with third parties
21	9	Charles Mawhinney	Old Colony Railroad	Warranty Deed	PRD 639/419	
	Out Parcel	Penn Central Corporation	Elio Francescon	Deed-out	PRD 4682/481	Railroad Reserves Easements for wire, pipe facilities covered by agreements etc with third parties
21	10	Dennis Tinkham	New York, New Haven & Hartford Railroad	Warranty Deed	PRD 659/523	
		New York, New Haven & Hartford Railroad	Old Colony Railroad	Quitclaim Deed	PRD 685/396	
	Out Parcel	Penn Central Corporation	Freetown/Lakeville Regional School District	Deed-out	PRD 5532/90	Railroad Reserves Easements for wire, pipe facilities covered by agreements etc with third parties
21	11	Dennis Tinkham	Old Colony Railroad	Warranty Deed	PRD 966/123	
	Out Parcel	Penn Central Corporation	Freetown/Lakeville Regional School District	Deed-out	PRD 5532/90	Railroad Reserves Easements for wire, pipe facilities covered by agreements etc with third parties
21	12	Frederick Alley et al	Old Colony Railroad	Warranty Deed	PRD 994/51	For Drainage Ditch and Access to Ditch
		New York, New Haven & Hartford Railroad	Old Colony Railroad	Quitclaim Deed	PRD 685/396	
21	13	Isaiah Baker	New Bedford & Taunton Railroad	Warranty Deed	PRD 199/3	Passageway and Fence Easements

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
21	14	William Hines et al	New York, New Haven & Hartford Railroad	Quitclaim Deed	PRD 663/481	Also any Rights in Passageway Easements
		New York, New Haven & Hartford Railroad	Old Colony Railroad	Quitclaim Deed	PRD 685/396	
	Out Parcel	Penn Central Corporation	Freetown/Lakeville Regional School District	Deed-out	PRD 5532/90	Railroad Reserves Easements for wire, pipe facilities covered by agreements etc with third parties
21	15	James Howland	Old Colony Railroad	Warranty Deed	PRD 961/495	
	Out Parcel	Penn Central Corporation	Freetown/Lakeville Regional School District	Deed-out	PRD 5532/90	Railroad Reserves Easements for wire, pipe facilities covered by agreements etc with third parties
21	16	Earl Sears Jr	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/499	Passageway Easement
21	17	Arthur Ashley	New York, New Haven & Hartford Railroad	Warranty Deed	PRD 1502/202	
	Out Parcel	Penn Central Corporation	Freetown/Lakeville Regional School District	Deed-out	PRD 5532/90	Railroad Reserves Easements for wire, pipe facilities covered by agreements etc with third parties
22	1	Silas Pierce	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/506	Passageway Easement
22	6	Job Pierce	New Bedford & Taunton Railroad	Warranty Deed	BNRD 160/53	Passageway Easement
23	1	Abishai Chace	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/501	Passageway and Fence Easements
23	2	Betsey Chace et al	New York, New Haven & Hartford Railroad	Warranty Deed	FRRD 21/23	Portion of Described Parcel is excepted
		New York, New Haven & Hartford Railroad	Old Colony Railroad	Quitclaim Deed	BNRD 521/247	
23	8		Boston, Clinton, Fitchburg & New Bedford Railroad	Location		Crossing in Road
23	14	Abishai Chace	New Bedford & Taunton Railroad	Warranty Deed	BNRD 297/475	Fence Easement

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
23	19	John Chase	New Bedford & Taunton Railroad	Warranty Deed	BNRD 206/408	Fence Easement
23	22	Charles Mosher	Old Colony Railroad	Warranty Deed	FRRD 10/474	Passageway Easement
23	24	Shubael Howland	New Bedford & Taunton Railroad	Warranty Deed	BNRD 162/478	Passageway and Fence Easement
23	25	Ebenezer Howland Ebenezer Howland	New Bedford & Taunton Railroad New Bedford & Taunton Railroad	Warranty Deed Quitclaim Deed	BNRD 160/176 BNRD 162/514	Passageway and Fence Easement
24	1	Job Lucas	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/389	Passageway and Fence Easement
24	2	Cordelia Lucas	Old Colony Railroad	Warranty Deed	FRRD 10/76	Passageway Easement
24	3	Stephen Laurence	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/379	Passageway Easement
24	4	Alden Lucas	Old Colony Railroad	Warranty Deed	FRRD 10/75	Passageway Easement
24	8	Cornelius Chace	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/382	Passageway Easement
24	9	Job Pierce et al	New Bedford & Taunton Railroad	Warranty Deed	BNRD 160/54	Passageway Easement
24	10	Calvin Thomas	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/378	Passageway Easement
24	11	Job Pierce John Allen	New Bedford & Taunton Railroad New Bedford & Taunton Railroad	Warranty Deed Agreement	BNRD 159/505 BNRD 158/489	Passageway Easement Fence Easement
24	12	Charles Braley	Old Colony Railroad	Warranty Deed	FRRD 10/78	Passageway Easement; Grantor reserves right to relocate Easement
24	14	William Hoar	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/383	Fence Easement
24	15	Preserved Braley	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/498	Passageway and Fence Easement
24	16	Mercy Pittsley	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/510	Passageway Easement

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
24	17	Deborah Pittsley et al	Old Colony Railroad	Warranty Deed	FRRD 10/81	Passageway Easement
24	18	Deborah Pittsley et al	Old Colony Railroad	Warranty Deed	FRRD 10/81	Passageway Easement (Easement will be released if Railroad builds road to parcel)
25	1		New Bedford & Taunton Railroad Boston, Clinton, Fitchburg & New Bedford Railroad	Location Location		Charles Braley's Road – Crossing in Road Crossing in Road
25	2	Charles Braley	Old Colony Railroad	Warranty Deed	FRRD 10/78	Passageway Easement; Grantor reserves right to relocate Easement
25	3	William Nelson et al Martin Wheeler	New Bedford & Taunton Railroad New Bedford & Taunton Railroad	Warranty Deed Warranty Deed	BNRD 180/410 BNRD 184/160	Fence Easement; Portion of this parcel is later released by Railroad Subject to Use of Driftway; Fence Easement
25	4	Alden Braley	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/380	Passageway and Fence Easement
25	5	Bradford Braley et al	Old Colony Railroad	Warranty Deed	FRRD 10/83	Passageway Easement
25	6	William Nelson et al Martin Wheeler	New Bedford & Taunton Railroad New Bedford & Taunton Railroad	Warranty Deed Warranty Deed	BNRD 180/410 BNRD 184/160	Fence Easement Fence Easement
25	8	Charles Braley	Old Colony Railroad	Warranty Deed	FRRD 10/78	Passageway Easement; Grantor reserves right to relocate Easement
25	9	Elijah Pitsley	New Bedford & Taunton Railroad	Warranty Deed	BNRD 160/224	Passageway Easement
25	10	Jacob Collins	New Bedford & Taunton Railroad	Warranty Deed	BNRD 160/5	Passageway Easements
25	11	Roger Haskell Roger Haskell	New Bedford & Taunton Railroad New Bedford & Taunton Railroad	Warranty Deed Agreement	BNRD 159/386 BNRD 160/445	Fence Easement
25	12	Deborah Pittsley et al	Old Colony Railroad	Warranty Deed	FRRD 10/81	Fence Easement
25	15	Alden Braley	New Bedford & Taunton Railroad	Warranty Deed	BNRD 313/305	Fence Easement

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
25	16		New Bedford & Taunton Railroad Boston, Clinton, Fitchburg & New Bedford Railroad	Location Location		Braley Road – Crossing in Road Crossing in Road
25	20	Dexter Woodis	Old Colony Railroad	Warranty Deed	BNRD 487/472	Passageway Easement
25	21	William Westgate et al	New Bedford & Taunton Railroad	Warranty Deed	BNRD 159/385	Fence Easement
25	22		New Bedford & Taunton Railroad	Easement by Location		
25	23		Boston, Clinton, Fitchburg & New Bedford Railroad	Easement by Location		
25	26			None of Record		Val Map claims "Occupation"
25	27	New York, New Haven & Hartford Railroad	City of New Bedford	Agreement	FRRD 772/236	To construct and maintain water pipes under location
25	29 Out Parcel	New York, New Haven & Hartford Railroad	George Reynolds et al	Deed-out	FRRD 813/400	Subject to City Water Pipes; Railroad's right to flow; Fence Easement and Rights of third parties to cross to cemetery from Braley Road
25	30 Out Parcel	New York, New Haven & Hartford Railroad	Town of Freetown	Highway Taking	FRRD 798/214	
26	1	William Spooner	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/264	Passageway Easement
26	3 Out Parcel	Parker Cummings Penn Central Railroad	New Bedford & Taunton Railroad City of New Bedford	Warranty Deed Taking	BSRD 3/275 BSRD 1613/1147	Street Crossing
26	4	Sally Nye et al James Hammett	New Bedford & Taunton Railroad New Bedford & Taunton Railroad	Warranty Deed Warranty Deed	BSRD 3/385 BSRD 3/386	Passageway Easements
26	8	New York, New Haven & Hartford Railroad	New Bedford Gas & Edison Light Company	Grant	BSRD 1340/399	Permanent Easement across Tracks

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
26	9	Consolidated Rail Corporation	Commonwealth Electric Company	Perpetual Easement	BSRD 1880/89	
27	2	John Nichols et al	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/282	Passageway Easement
27	3	David Sherman et al	Old Colony Railroad	Warranty Deed	BSRD 157/186	Passageway Easement
27	4	William Spooner	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/270	Passageway Easements
27	6	William Spooner	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/267	Passageway Easement
27	14 Out Parcel	Penn Central Transportation Company	Polaroid Corporation	Deed-out	BSRD 1596/1022	Fence Easement
27	14A	Penn Central Transportation Company	Polaroid Corporation	License	BSRD 1700/1000	Private Grade Crossing [at Parcel 27-14]
28	4	Levi Hawes	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/381	Fence Easement
28	6	Phillip Davis	New Bedford and Taunton Railroad	Warranty Deed	BSRD 3/280	
	Out Parcel	Penn Central Company	Commonwealth of MA - DPW	Highway Taking	BSRD 1588/834	Rte 140
28	7	Joel Packard	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/268	
	Out Parcel	Penn Central Company	Commonwealth of MA - DPW	Highway Taking	BSRD 1588/834	Rte 140
28	8	Samuel Ball	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/260	
	Out Parcel	Penn Central Company	Commonwealth of MA - DPW	Highway Taking	BSRD 1588/834	Rte 140
28	9	William Spooner	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/271	Passageway Easement
28	14	Albert Skiff et al	Myron Pittsley	Warranty Deed	BSRD 533/40	Same as 28-17
	Out Parcel	Penn Central Company	Commonwealth of MA - DPW	Highway Taking	BSRD 1588/834	Rte 140

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
28	17 Out Parcel	Myron Pittsley Penn Central Company	Old Colony Railroad Commonwealth of MA - DPW	Quitclaim Deed Highway Taking	BSRD 549/308 BSRD 1588/834	Rte 140
28	18 Out Parcel	Joseph Warner Penn Central Company	Old Colony Railroad Commonwealth of MA - DPW	Quitclaim Deed Highway Taking	BSRD 581/463 BSRD 1588/834	Rte 140
29	1	Levi Chase	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/274	Passageway Easements
29	2	Levi Hawes	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/383	Passageway and Fence Easements
29	4	Levi Hawes	New Bedford & Taunton Railroad	Warranty Deed	BSRD 22/477	Ditch and Fence Easements
29	5	Levi Hawes	New Bedford & Taunton Railroad	Warranty Deed	BSRD 36/383	Drain Easement
29	6		New Bedford & Taunton Railroad Boston, Clinton, Fitchburg & New Bedford Railroad	Location Location		Tarkiln Hill Road – Crossing in Road Crossing in Road
29	6 ¼ Out Parcel	Old Colony Railroad	City of New Bedford	Street Taking		Alter King's Highway
29	6 ½ Out Parcel	Old Colony Railroad	City of New Bedford	Street Taking		Alter Tarkiln Hill Road
29	6 ¾ Out Parcel	Old Colony Railroad	City of New Bedford	Street Taking		Alter King's Highway
29	9	Thaddeus Perry	New Bedford & Taunton Railroad	Warranty Deed	BSRD 37/208	Subject to Right of Way; Passageway Easement
29	10	Thaddeus Perry	New Bedford & Taunton Railroad	Warranty Deed	BSRD 37/208	Subject to Right of Way; Passageway Easement
29	11	Thaddeus Perry	New Bedford & Taunton Railroad	Warranty Deed	BSRD 37/208	Subject to Right of Way; Passageway Easement
29	16 Out Parcel	Old Colony Railroad	City of New Bedford	Street Taking	BSRD 323/457	Church Street
29	17		Old Colony Railroad	None of Record		Val Map claims "Occupation"

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
29	19	William Whitman	New York, New Haven & Hartford Railroad	Lease	Not Recorded	For Freight Yard
29	21 Out Parcel	New York, New Haven & Hartford Railroad; Old Colony Railroad	Lily Thorpe et al	Deed-out	BSRD 954/348	Fence Easement
29	24 Out Parcel	New York, New Haven & Hartford Railroad	Florence Golenski	Deed-out	BSRD 1064/10	Fence Easement
29	25 Out Parcel	New York, New Haven & Hartford Railroad	Jacob Cohen et al	Deed-out	BSRD 1243/452	Fence Easement; Drain Easement; Railroad Reserves Right to Use Track
29	26 Out Parcel	New York, New Haven & Hartford Railroad	Jacob Cohen et al	Deed-out	BSRD 1256/345	Fence Easement; Drain Easement; Railroad Reserves Right to Use Passway and Side Track; Rights released in 1334/200
29	27 Out Parcel	New York, New Haven & Hartford Railroad	Jacob Cohen et al	Deed-out	BSRD 1334/200	Reserves Use of Passageway and Right to Maintain Side Track
29	28 Out Parcel	New York, New Haven & Hartford Railroad	Jacob Cohen et al	Deed-out	BSRD 1334/200	Reserves Use of Passageway and Right to Maintain Side Track
29	29 Out Parcel	New York, New Haven & Hartford Railroad	Jacob Cohen et al	Deed-out	BSRD 1334/200	Reserves Use of Passageway and Right to Maintain Side Track
29	30 Out Parcel	New York, New Haven & Hartford Railroad	New Bedford Gas & Edison Light Company	Deed-out	BSRD 1367/449	Subject to existing Drainage; Grantee to maintain Fence
29	31 Out Parcel	New York, New Haven & Hartford Railroad	Grossman Industrial Properties, Inc.	Deed-out	BSRD 1386/162	Fence Easement
29	32 Out Parcel	Penn Central Transportation Company	Frank Lapolla	Deed-out	BSRD 1612/491	[Same as Parcel 29- 4]
30	2	Seth Tallman	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/257	Passageway Easement
30	3	Mary Tallman	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/259	Passageway Easement
30	5	Lincoln Brigham et al	Old Colony Railroad	Warranty Deed	BSRD 120/575	Passageway Easement

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
30	11		New Bedford & Taunton Railroad Boston, Clinton, Fitchburg & new Bedford Railroad	Location Location		Nash Road – Crossing in Road Crossing in Road
30	14	Peter Butler et al Oneko Mills et al	New Bedford & Taunton Railroad Old Colony Railroad	Warranty Deed Release	BSRD 3/561	Passageway and Fence Easements Release of Passageway Easement provided Public Way is built
30	16	Railroad Commissioners	New Bedford Cotton Mills et al	Consent to Construct Track Across Road		Private Crossing across Church St
30	17	John Taber	Fall River Railroad	Easement by Location		
30	20	Walter Clifford Old Colony Railroad	Old Colony Railroad Walter Clifford	Quitclaim Deed Agreement	BSRD 252/561	
30	26 Out Parcel	New York, New Haven & Hartford Railroad	Grossman Industrial Properties, Inc.	Deed-out	BSRD 1386/162	Fence Easement
31	1	Timothy Coffin	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/263	Fence Easement
31	2	Henry Fisher	Fall River Railroad	Easement by Location		
31	4	Seth Tallman Oneko Mills et al	New Bedford & Taunton Railroad Old Colony Railroad	Warranty Deed Release	BSRD 3/258	Passageway Easement Release of Passageway Easement provided Public Way is built
31	5	Old Colony Railroad Onego Mills et al	Onego Mills Old Colony Railroad	Release		Release of Passageway Easement provided Public Way is built
31	8	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
31	9	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
31	10	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
31	11	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
31	12	Elkanah Tallman Eliza Nye et al	New Bedford & Taunton Railroad Old Colony Railroad	Warranty Deed Release	BSRD 3/563 BSRD 115/35	Passageway and Fence Easements Release of Passageway Easement provided Public Way is built
31	13	Hayden Coggeshall	New Bedford & Taunton Railroad	Warranty Deed	BSRD 7/384	Passageway and Fence Easements
31	14	Eliza Nye et al	Old Colony Railroad	Release	BSRD 115/35	Release of Passageway Easement provided Public Way is built
31	15	County Commissioners/Old Colony Railroad County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad County Commissioners/Old Colony Railroad	Ordinance Decree Agreement	BSRD 270/8 BSRD 329/77	Sawyer Street Layout Railroad Locations changed; New parcels taken for new Railroad Location Alter Railroad Crossing
31	16	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
31	17	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location; 5 ft Right of Way Reserved by Commissioners for City
31	18	County Commissioners/ Old Colony Railroad Charles Cook	County Commissioners/Old Colony Railroad Old Colony Railroad	Decree Quitclaim Deed	BSRD 270/8 BSRD 274/293	Railroad Locations changed; New parcels taken for new Railroad Location
31	19	Hayden Coggleshall	New Bedford & Taunton Railroad	Agreement	BSRD 7/383	Agreement to keep Purchase Street Extension open to the public
31	20	Zenas Whittemore	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/261	Fence Easement
31	21 Out Parcel	Old Colony Railroad	City of New Bedford	Street Taking	BSRD 274/353	Coggleshall Street
31	22	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
31	23 Out Parcel	Old Colony Railroad	City of New Bedford	Street Taking	BSRD 275/244	Cedar Grove Street
31	24	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
31	25	Vincenc Dresner et al	Old Colony Railroad	Quitclaim Deed	BSRD 270/281	Subject to 5 ft drain pipe
31	27	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
31	28	County Commissioners/Old Colony Railroad Camille Normandin	County Commissioners/Old Colony Railroad Old Colony Railroad	Decree Quitclaim Deed	BSRD 270/8 BSRD 295/109	Railroad Locations changed; New parcels taken for new Railroad Location
31	32		New Bedford & Taunton Railroad Boston, Clinton, Fitchburg & New Bedford Railroad	Easement by Location Easement by Location		
31	33	Benjamin Rodman	New Bedford & Taunton Railroad	Warranty Deed	Not Recorded	Passageway and Fence Easements
31	34		New Bedford & Taunton Railroad	Location		Weld Street – Crossing in Road
31	35 Out Parcel	Old Colony Railroad	City of New Bedford	Street Taking	BSRD 240/426	Weld Street Widening
31	36	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
31	38 Out Parcel	New York, New Haven & Hartford Railroad	Commonwealth of MA - DPW	Taking	BSRD 1421/199	Rte I 195
31	39 Out Parcel	New York, New Haven & Hartford Railroad	Commonwealth of MA - DPW	Taking	BSRD 1421/199	Rte I 195
31	40 Out Parcel	New York, New Haven & Hartford Railroad	Commonwealth of MA - DPW	Taking	BSRD 1421/199	Rte I 195
32	2		New Bedford & Taunton Railroad	Location		Logan Street – Crossing in Road

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
32	4	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	5		New Bedford & Taunton Railroad	Location		Crossing in Road
32	6	Elkanah Tallman	New Bedford & Taunton Railroad	Warranty Deed	BSRD 4/38	Passageway and Fence Easements
32	8	William Tallman	New Bedford & Taunton Railroad	Warranty Deed	BSRD 4/34	Passageway and Fence Easements
32	11	Elizabeth Rodman	New Bedford & Taunton Railroad	Warranty Deed	BSRD 4/32	Passageway and Fence Easements
32	18		New Bedford & Taunton Railroad	Location		Wamsutta Street – Crossing in Road
32	20	Samuel Hazard et al	New Bedford and Taunton Railroad	Warranty Deed	BSRD 4/216	Fence Easement
32	33		New Bedford & Taunton Railroad	Location		Merrimac Street – Crossing in Road
32	34		New Bedford & Taunton Railroad	Location		Merrimac Street – Crossing in Road
32	35	Alexander Read	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/627	Also conveys Right of Way; Passageway Easement
32	36	Charles Howard	New Bedford & Taunton Railroad	Warranty Deed	BSRD 4/105	Reserves Strip of Parcel for Driftway
32	37	Allen Phillips	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/630	Passageway Easement
32	38	Asa Pickens	New Bedford & Taunton Railroad	Warranty Deed	BSRD 3/626	Passageway Easement
32	39	Alexander Read	New Bedford & Taunton Railroad	Warranty Deed	BSRD 4/354	Releases Easement reserved in 3/627 (32-35); Reserves new Driftway Easement
32	40	Allen Phillips	New Bedford and Taunton Railroad	Warranty Deed	BSRD 4/215	Passageway Easement
32	41	William Brownell	New Bedford & Taunton Railroad	Quitclaim Deed	BSRD 21/172	Also right to use adjoining Passageway
32	45	George Cornell	New Bedford & Taunton Railroad	Warranty Deed	BSRD 60/335	Also any interest in Passageway

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
32	50		New Bedford Railroad	Location		Ray and Wamsutta Streets – Crossing in Roads
32	51	City of New Bedford	Old Colony Railroad	Alter Street Crossing	BSRD 278/508	Crossing now to be bridge over Wamsutta Street
32	58 Out Parcel	New Bedford Railroad	Wamsutta Mills	Deed-out	BSRD 75/142	Cross Usage Rights
32	59		New Bedford & Taunton Railroad	Location		Wamsutta Street – Crossing in Road
32	61	Wamsutta Mills	Old Colony Railroad	Quitclaim Deed	BSRD 163/120	Also right to fill pond
32	64 Out Parcel	County Commissioners/Old Colony Railroad Consolidated Rail Corporation	County Commissioners/Old Colony Railroad David Glicksman et al	Decree Deed-out	BSRD 270/8 BSRD 1853/347	Railroad Locations changed; New parcels taken for new Railroad Location Also conveys tracks
32	65	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	66			Ordinance		Wamsutta Street Layout
32	67	Wamsutta Mills	Old Colony Railroad	Warranty Deed	BSRD 329/408	Also any rights in Merrimac St and any riparian rights; Restriction as to fill in river
32	71	Wamsutta Mills	Old Colony Railroad	Warranty Deed	BSRD 346/343	Reserves right to build and maintain conduit under parcel
32	73	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	74	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	75		New Bedford Railroad	Location		Merrimac Street – Crossing in Road
32	76	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	77	New Bedford City Council		Order to Discontinue section of Street		Merrimac St; City reserves right to maintain sewer in parcel

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
32	80 Out Parcel	Joshua Lewis Consolidated Rail Corporation	New Bedford Railroad David Glicksman et al	Warranty Deed Deed-out	BSRD 76/243 BSRD 1853/347	With Right of Way
32	81	Jacob Hadley & Seneca Oil Company	New Bedford Railroad	Warranty Deed	BSRD 76/245	With Right of Way across streets
32	84	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	86	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	88		New Bedford Railroad	Location		Wall Street – Crossing in Road
32	89			Ordinance		Wall Street
32	90	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	91	Jacob Hadley & Seneca Oil Company	New Bedford Railroad	Warranty Deed	BSRD 76/245	With Right of Way across streets
32	92	Jacob Hadley & Seneca Oil Company	New Bedford Railroad	Warranty Deed	BSRD 76/245	With Right of Way across streets
32	93	 Jacob Hadley & Seneca Oil Company	New Bedford Railroad New Bedford Railroad	Location Warranty Deed	 BSRD 76/245	Seneca Street – Crossing in Road With Right of Way across streets
32	94	 Jacob Hadley & Seneca Oil Company	New Bedford Railroad New Bedford Railroad	Location Warranty Deed	 BSRD 76/245	Pope Street Extension – Crossing in Road With Right of Way across streets
32	95	Jacob Hadley et al	Old Colony Railroad Old Colony Railroad	Easement by Location Easement by Taking		For Purpose of securing road, depot or station
32	96	Jacob Hadley et al	Old Colony Railroad Old Colony Railroad	Easement by Location Easement by Taking		For Purpose of securing road, depot or station
32	97	Jacob Hadley et al	Old Colony Railroad	Easement by Taking		For Purpose of securing road, depot or station

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
32	98	Jacob Hadley et al	Old Colony Railroad	Easement by Taking		For Purpose of securing road, depot or station
32	103 Out Parcel	Old Colony Railroad	William Read	Deed-out	BSRD 114/317	Also Passageway across Railroad at Pope St
32	104 Out Parcel	Old Colony Railroad	William Read	Deed-out	BSRD 114/317	Also Passageway across Railroad at Pope St
32	105	Jacob Hadley	Old Colony Railroad Old Colony Railroad	Easement by Location Easement by Taking		
32	106	Jacob Hadley	Old Colony Railroad Old Colony Railroad	Easement by Location Easement by Taking		
32	107		Old Colony Railroad	Easement by Location		
32	108	Eugene Hadley et al	Old Colony Railroad Old Colony Railroad	Easement by Location Easement by Taking		
32	109 Out Parcel	Old Colony Railroad	William Read	Deed-out	BSRD 114/317	Also Passageway across Railroad at Pope St
32	110	Eugene Hadley et al	Old Colony Railroad Old Colony Railroad	Easement by Location Easement by Taking		
32	111	Jacob Hadley	Old Colony Railroad Old Colony Railroad	Easement by Location Easement by Taking		
32	112	Jacob Hadley	Old Colony Railroad Old Colony Railroad	Easement by Location Easement by Taking		
32	113	Jacob Hadley	Old Colony Railroad Old Colony Railroad	Easement by Location Easement by Taking		
32	116	Jacob Hadley	Old Colony Railroad	Warranty Deed	BSRD 125/84	Reserves Passageway Easement
32	117	Jacob Hadley	Old Colony Railroad	Warranty Deed	BSRD 125/84	Reserves Passageway Easement
32	118	Jacob Hadley	Old Colony Railroad	Warranty Deed	BSRD 125/84	Reserves Passageway Easement
32	119	Eugene Hadley et al	Old Colony Railroad	Warranty Deed	BSRD 125/85	Reserves Passageway Easement
32	120	Eugene Hadley et al	Old Colony Railroad	Warranty Deed	BSRD 125/85	Reserves Passageway Easement
32	121	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
32	123	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	125	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	131	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	133	William Read	Old Colony Railroad	Warranty Deed	BSRD 278/403	Also any rights in river and any rights in adjoining streets
32	135	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	137	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	139	Rodolphus Beetle et al	Boston, Clinton , Fitchburg & New Bedford Railroad	Warranty Deed	BSRD 87/333	Passageway Easements
32	140	Rodolphus Beetle et al	Old Colony Railroad	Warranty Deed	BSRD 101/361	Subject to City's Right to maintain sewer line
32	141	Rodolphus Beetle et al	Old Colony Railroad	Warranty Deed	BSRD 101/361	Subject to City's Right to maintain sewer line
32	142	Rodolphus Beetle et al	Old Colony Railroad	Warranty Deed	BSRD 101/361	Subject to City's Right to maintain sewer line
32	144		New Bedford Railroad	Location		Pearl Street – Crossing in Road
32	145			None of Record		Val Map claims "Occupation"
32	147	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	148	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	149	Gosnold Mills	New Bedford Railroad	Warranty Deed	BSRD 76/263	Passageway Easement; Right to maintain Elevated Railway

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
32	153 Out Parcel	Old Colony Railroad	E. Williams Hervey	Deed-out	BSRD 105/149	Also right of Way to Street; Reserves railroad location and Right to Fill
32	154	Homer Hervey	Old Colony Railroad Old Colony Railroad	Easement by Location Easement by Taking		For Purpose of securing road, depot or station
32	155	Homer Hervey	Old Colony Railroad Old Colony Railroad	Easement by Location Easement by Taking		For Purpose of securing road, depot or station
32	158		New Bedford Railroad	Easement by Location		
32	159	Sylvanus Hall	Old Colony Railroad Old Colony Railroad	Easement by Location Easement by Taking		For Purpose of securing road, depot or station
32	160	Sylvanus Hall	Old Colony Railroad Old Colony Railroad	Easement by Location Easement by Taking		For Purpose of securing road, depot or station
32	161	Sylvanus Hall	Old Colony Railroad	Warranty Deed	BSRD 130/381	Reserves right to lay and maintain drain across parcel
32	167		New Bedford Railroad	Location		Maxfield Street – Crossing in Road
32	168	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
32	170 Out Parcel	Old Colony Railroad	John Denison et al	Deed-out	BSRD 129/206	Street East of Location to be discontinued
32	171	County Commissioners/Old Colony Railroad Penn Central Transportation	County Commissioners/Old Colony Railroad City of New Bedford	Decree Taking	BSRD 270/8 BSRD 1655/754	Railroad Locations changed; New parcels taken for new Railroad Location Street Crossing
32	173	County Commissioners/Old Colony Railroad Penn Central Transportation	County Commissioners/Old Colony Railroad City of New Bedford	Decree Taking	BSRD 270/8 BSRD 1655/754	Railroad Locations changed; New parcels taken for new Railroad Location Street Crossing
32	174		New Bedford Railroad	Location		Hillman Street – Crossing in Road

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
32	175	Harbor Commissioners	New Bedford Railroad	License	BSRD 75/254	To Build Bridges and to Fill Harbor
32	176 Out Parcel	Old Colony Railroad	City of New Bedford	Street Taking	BSRD 269/533	Water Street
32	177 Out Parcel	Old Colony Railroad	City of New Bedford	Street Taking	BSRD 269/533	Water Street
32	179 Out Parcel	Old Colony Railroad	City of New Bedford	Taking	BSRD P I Bk 3/310	
32	181	New York, New Haven & Hartford Railroad	Joseph Prelan	Lease		According to Val Map – Lease was for 20 years and was dated 1926
32	182	MA – DPW	Old Colony Railroad	License	BSRD 642/220	To Fill Solid and Place Riprap in River
32	184 Out Parcel	Trustees of Old Colony Railroad & New York, New Haven & Hartford Railroad	Wamsutta Mills	Deed-out	BSRD 866/168	Conveys Wharf & Water Privileges
32	185	Wamsutta Mills	Trustees of Old Colony Railroad & New York, New Haven & Hartford Railroad	Release	BSRD 866/168	Releases Conditions in 75/142 (See 32-58)
32	186	Jennie Protami	Old Colony Railroad	Permanent Easement	BSRD 889/482	Right to Slope
32	191 Out Parcel	Trustees of New York, New Haven & Hartford Railroad & Old Colony Railroad	Peter Tasho	Deed-out	BSRD 915/348	Subject to Conditions in 4/215
32	192 Out Parcel	Trustees of New York, New Haven & Hartford Railroad & Old Colony Railroad	Louis Herman	Deed-out	BSRD 927/78	Reserves use of sidewalk
32	194 Out Parcel	New York, New Haven & Hartford Railroad	Gulf Oil Corporation	Lease	BSRD 1074/256	
32	195 Out Parcel	New York, New Haven & Hartford Railroad	Gulf Oil Corporation	Lease	BSRD 1074/256	

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
32	196 Out Parcel	New York, New Haven & Hartford Railroad	C. Woodford Bliss, Trs of Petroleum Realty Trust	Deed-out	BSRD 1104/446	With Rights in River & Right to use Passway; Railroad Reserves Right to Use Passway & Spur Track Crossing; Subject to Provisions in Deed 329/408 & Lease 1074/256
32	197	Commonwealth of MA – DPW	New York, New Haven & Hartford Railroad	License	BSRD 1076/1	To Fill River
	Out Parcel	New York, New Haven & Hartford Railroad	C. Woodford Bliss, Trs of Petroleum Realty Trust	Deed-out	BSRD 1104/446	With Rights in River & Right to use Passway; Railroad Reserves Right to Use Passway & Spur Track Crossing; Subject to Provisions in Deed 329/408 & Lease 1074/256
32	198 Out Parcel	New York, New Haven & Hartford Railroad	Pacific Coal & Lumber Corp.	Deed-out	BSRD 1123/257	Fence Easement; Right to Use Passway with Railroad
32	199 Out Parcel	New York, New Haven & Hartford Railroad	Pacific Coal & Lumber Corp.	Deed-out	BSRD 1123/257	Fence Easement; Right to Use Passway with Railroad
32	201 Out Parcel	New York, New Haven & Hartford Railroad	L&S Concrete, Inc.	Deed-out	BSRD 1176/193	Railroad Reserves Track and Track Use
32	202 Out Parcel	New York, New Haven & Hartford Railroad	L&S Concrete, Inc.	Deed-out	BSRD 1176/193	Railroad Reserves Track; Track Use; Passway and Pole Easements
32	204 Out Parcel	New York, New Haven & Hartford Railroad	Pine & Hoffman, Inc.	Deed-out	BSRD 1225/7	Fence Easement; Railroad Reserves Track Use; Subject to Drainage
32	205 Out Parcel	New York, New Haven & Hartford Railroad	City of New Bedford	Deed-out	BSRD 1276/313	Also any Rights in River; Subject to Sewer Easements; City to Protect Drainage in adjoining Railroad Land
32	206 Out Parcel	New York, New Haven & Hartford Railroad	City of New Bedford	Deed-out	BSRD 1276/313	Also any Rights in River; Subject to Sewer Easements; City to Protect Drainage in adjoining Railroad Land
32	207 Out Parcel	New York, New Haven & Hartford Railroad	City of New Bedford	Deed-out	BSRD 1276/313	Also any Rights in River; Subject to Sewer Easements; City to Protect Drainage in adjoining Railroad Land
32	210 Out Parcel	New York, New Haven & Hartford Trustees	Commonwealth of MA - DPW	Highway Taking	BSRD 1432/205	Rte I 195 and City Connector
32	211 Out Parcel	New York, New Haven & Hartford Trustees	Commonwealth of MA – DPW	Highway Taking	BSRD 1432/205	Rte I 195 and City Connector
32	212 Out Parcel	New York, New Haven & Hartford Trustees	Commonwealth of MA - DPW	Highway Taking	BSRD 1432/205	Rte I 195 and City Connector

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
32	213 Out Parcel	New York, New Haven & Hartford Trustees	Commonwealth of MA - DPW	Highway Taking	BSRD 1432/205	Rte I 195 and City Connector
32	214 Out Parcel	New York, New Haven & Hartford Trustees	Commonwealth of MA - DPW	Highway Taking	BSRD 1432/205	Rte I 195 and City Connector
32	215 Out Parcel	New York, New Haven & Hartford Trustees	Commonwealth of MA - DPW	Highway Taking	BSRD 1432/205	Rte I 195 and City Connector
32	216 Out Parcel	New York, New Haven & Hartford Trustees	Commonwealth of MA - DPW	Highway Taking	BSRD 1432/205	Rte I 195 and City Connector
32	217 Out Parcel	New York, New Haven & Hartford Railroad Commonwealth of MA – DPW	Commonwealth of MA - DPW New York, New Haven & Hartford Railroad	Taking Release	BSRD 1511/21	Parcel 6-D-2 for drainage Part of Parcel
32	218 Out Parcel	New York, New Haven & Hartford Railroad Commonwealth of MA – DPW	Commonwealth of MA - DPW New York, New Haven & Hartford Railroad	Taking Release	BSRD 1511/21	Parcel 6-D-3 for drainage Part of Parcel
32	219 Out Parcel	New York, New Haven & Hartford Railroad	Morris Horvitz	Deed-out	BSRD 1519/485	Permission for platform Encroachment; Reserves Right to flow surface water
32	220 Out Parcel	New York, New Haven & Hartford Railroad	City of New Bedford	Deed-out	BSRD 1574/1130	Reserves Railroad right to Encroach, Access & Side Track; Subject to Drainage Rights and Passageway Rights
32	221 Out Parcel	New York, New Haven & Hartford Railroad	City of New Bedford	Deed-out	BSRD 1574/1130	Reserves Railroad right to Access & Side Track; Subject to Drainage Rights and Passageway Rights
33	1	Samuel Rodman Penn Central Transportation	New Bedford Railroad City of New Bedford	Warranty Deed Taking	BSRD 73/571 BSRD 1655/750	Street Crossing
33	3		New Bedford Railroad	Location		Water Street – Crossing in Road

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
33	4	Boston, Clinton, Fitchburg & New Bedford Railroad	New Bedford Railroad William Swift et al	Easement by Location Grant	BSRD 88/121	Passageway Easement
33	5	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
33	6	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
33	7	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
33	8	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	BSRD 270/8	Railroad Locations changed; New parcels taken for new Railroad Location
33	9 Out Parcel Out Parcel	County Commissioners/Old Colony Railroad Penn Central Transportation Penn Central Transportation	County Commissioners/Old Colony Railroad City of New Bedford City of New Bedford	Decree Taking Taking	BSRD 270/8 BSRD 1653/223 BSRD 1655/746	Railroad Locations changed; New parcels taken for new Railroad Location Street Crossing Street Crossing
33	10		New Bedford Railroad	Location		North Street – Crossing in Road
33	11	Old Colony Railroad	William Rotch et al	Agreement		Re: Filling Area; Retaining Wall
33	12	Wilcox and Richmond Wharf Property	Old Colony Railroad	Warranty Deed	BSRD 274/294	Passageway Easement
33	19	Ripley & Tripp	New Bedford Railroad	Easement by Location		
33	20		New Bedford Railroad	Location		Ark Lane – Crossing in Road
33	21	Ripley & Tripp	New Bedford Railroad	Easement by Location		
33	22			None of Record		Val Map claims "Occupation" Bridge Street
33	23			Ordinance		Bridge Street

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
33	24	Edward Haskell New Bedford Railroad	New Bedford Railroad Edward Haskell	Easement by Location Grant	BSRD 97/264	Passageway Easement
33	25			Ordinance		Fairhaven Viaduct
33	26 Out Parcel	Waitstill Hastings et al Old Colony Railroad	New Bedford Railroad Temple Corson	Warranty Deed Deed-out	BSRD 77/423 BSRD 112/208	Grants Passageway Easement
33	27 Out Parcel	Old Colony Railroad and Boston, Clinton, Fitchburg and New Bedford Railroad	Temple Corson	Deed-out	BSRD 112/261	Reserves railroad location
33	28 Out Parcel	Old Colony Railroad and Boston, Clinton, Fitchburg and New Bedford Railroad	Temple Corson	Deed-out	BSRD 112/261	Reserves railroad location
33	29	David Kempton et al	Old Colony Railroad	Easement	BSRD 124/61	Right to keep and maintain roadbed and Right of Way for tracks
33	31 Out Parcel	New York, New Haven & Hartford Railroad	Merchants Terminal Warehouse Company	Deed-out	BSRD 423/276	Reserves 30 ft strip for railroad location; subject to city sewer rights
33	32 Out Parcel	New York, New Haven & Hartford Railroad	Merchants Terminal Warehouse Company	Deed-out	BSRD 423/276	Reserves 30 ft strip for railroad location; subject to city sewer rights
33	37		New Bedford Railroad	Location		Union Street – Crossing in Road
33	38	Augustus Howland et al	New Bedford Railroad	Warranty Deed	BSRD 78/394	Right of Way over Parcel and Right to cross Union St
33	41	Edward Mandell et al	New Bedford Railroad	Fiduciary Deed	BSRD 78/74	With Water and Docking Rights
33	43	Board of Harbor Commissioners	Boston, Clinton, Fitchburg and New Bedford Railroad	License	BSRD 88/324	To Extend Wharf
33	45	Elizabeth Almy et al	New Bedford Railroad	Warranty Deed	BSRD 76/235	½ Interest with Philadelphia and Reading Coal & Iron
33	46			Ordinance		Front Street

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
33	46 1/2	Board of Harbor and Land Commissioners	Old Colony Railroad	License	BSRD 174/270	To Construct Ferry Slip
33	47	Waterways & Public Lands Commission	Old Colony Railroad	License	BSRD 448/180	To extend & widen wharf
33	48	Waterways & Public Lands Commission	Old Colony Railroad	License	BSRD 506/44	To widen pier
33	49	New York, New Haven & Hartford Railroad	New Bedford & Martha's Vineyard & Nantucket Steam Boat Company	Lease		Per Val Map to Terminate 2/29/1992
33	52	City of New Bedford	Old Colony Railroad	Ordinance		To change Track Location – Front Street
33	53		New Bedford Gas & Edison Light Company	None of Record		Track in Walnut Street
33	54	Commonwealth of MA – DPU		Order		To Cross Front and Walnut Streets
33	56	MA – DPW	Old Colony Railroad	License	BSRD 806/343	To Reconstruct present Wharf
33	57 Out Parcel	Trustees of New York New Haven & Hartford Railroad & Old Colony Railroad	Commonwealth of Massachusetts	Deed-out	BSRD 816/469	Wharf & land under water; Subject to Rights of City of New Bedford
33	58 Out Parcel	Trustees of New York New Haven & Hartford Railroad & Old Colony Railroad	New England Steamship Company	Deed-out	BSRD 851/303	Also conveys Passageway across remaining Railroad Land to Front Street
33	60 Out Parcel	Trustees of New York New Haven & Hartford Railroad & Old Colony Railroad	Massachusetts Steamship Lines, Inc.	Deed-out	BSRD 908/207	Reserves Right to Operate Track in Parcel
33	61 Out Parcel	New York New Haven & Hartford Railroad	County Commissioners/City of New Bedford	Street Taking – Not Recorded		Whaler's Way
33	62 Out Parcel	MA - Dept of Public Utilities		Street Taking – Not Recorded		Whaler's Way

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
33	63 Out Parcel	New York New Haven & Hartford Railroad	County Commissioners/City of New Bedford	Street Taking – Not Recorded		North St
33	64 Out Parcel	Penn Central Transportation Company	New Bedford Redevelopment Authority	Deed-out	BSRD 1595/269	Railroad Reserves Right to Use Track
33	65	Consolidated Rail Corporation	Commonwealth Electric Company	Perpetual Easement	BSRD 1880/89	
33	65 – 1	Consolidated Rail Corporation	Commonwealth Electric Company	Perpetual Easement	BSRD 1880/89	

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EXHIBIT C-2
FALL RIVER SECONDARY LINE
ADDITIONAL TITLE MATTERS

NOTE:

BNRD = Bristol North District Registry of Deeds
FRRD = Bristol Fall River District Registry of Deeds
PRD = Plymouth Registry of Deeds

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
31	3	Richmond Haskins	Fall River Branch Railroad	Easement by Location		Per Val Map
32	1	William Haskins	Fall River Branch Railroad	Easement by Location		Per Val Map
32	2	Abraham Pierce	Fall River Branch Railroad	Easement by Location		Per Val Map
32	3	Abraham Pierce 2nd	Fall River Branch Railroad	Easement by Location		Per Val Map
32	4	William Haskins	Fall River Branch Railroad	Easement by Location		Per Val Map
32	5			None of Record		Road Location per Val Map
32	6	William Haskins	Fall River Branch Railroad	Easement by Location		Per Val Map
32	7			None of Record		Road Location per Val Map now Beechwood Road
32	8	Rueben Wilbur	Fall River Branch Railroad	Easement by Location		Per Val Map
33	1	Samuel Richmond	Fall River Railroad	Warranty Deed	BNRD 189/181	Passageway and Fence Easements
33	2	Isaac Richmond	Fall River Railroad	Warranty Deed	BNRD 189/182	Passageway and Fence Easements
33	3	Samuel Richmond	Fall River Railroad	Warranty Deed	BNRD 189/181	Passageway and Fence Easements

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
33	4	Samuel Richmond gdn et al	Fall River Railroad	Fiduciary Deed	BNRD 189/180	Passageway and Fence Easements
33	6			None of Record		Road Location per Val Map
33	8	Barnaby Winslow et al	Fall River Branch Rail Road	Easement by Location		Per Val Map
33	9			None of Record		Road Location per Val Map Richmond Rd now Forge Rd
33	10	Keniln Winslow	Fall River Branch Rail Road	Easement by Location		Per Val Map
34	1	Herman Peirce	United Corporation*	Warranty Deed	BNRD 190/53	Passageway and Fence Easements
34	2	Howland Pearce	United Corporation*	Warranty Deed	BNRD 190/54	Fence Easement
		Old Colony Railroad	William Goff et al	Release	BNRD 397/60	Releases Fence Easement; Railroad to maintain Fences
34	3			None of Record		Road Location per Val Map now Forge Road
34	4	Benjamin Evans	Fall River Branch Rail Road	Easement by Location		Per Val Map
34	6	James Burr et al	United Corporation*	Warranty Deed	BNRD 190/52	Passageway and Fence Easement
		Consolidated Rail Corporation	Algonquin Gas Transmission Company	Easement	FRRD 1468/326	Space for Gas Pipe
34	9			None of Record		Road Location per Val Map now Elm Street
34	11	Benjamin Dean	United Corporation*	Warranty Deed	BNRD 190/56	Passageway and Fence Easements
34	12	Stephen Barnaby et al	Fall River Rail Road	Warranty Deed	BNRD 189/120	Passageway and Fence Easements
		Lucy Barnaby gdn	Fall River Rail Road	Fiduciary Deed	BNRD 189/122	Passageway and Fence Easements
		Malbone Hathaway	Fall River Rail Road	Warranty Deed	BNRD 189/123	Passageway and Fence Easements
34	13	Guilford Hathaway	United Corporation*	Warranty Deed	BNRD 190/58	Passageway and Fence Easements

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
34	14	Benjamin Dean	United Corporation*	Warranty Deed	BNRD 190/56	Passageway and Fence Easements
34	15 Out Parcel	Old Colony Railroad	Town of Freetown	Highway Taking	FRRD 478/432	
35	1	Ebenezer Pierce Ebenezer Peirce	Fall River Branch Railroad Fall River Rail Road	Warranty Deed Release	BNRD 189/177 FRRD 75/12	Passageway Easement Release unobstructed Passageway; Reserves Passageway through gates
35	2	John Hathaway et al	United Corporation*	Warranty Deed	BNRD 177/98	Passageway and Fence Easements
35	3			None of Record		Road Location per Val Map now High Street
35	4	Ebenezer Peirce	Fall River Branch Railroad	Warranty Deed	BNRD 189/177	Passageway Easement
35	5	John Winslow	Fall River Branch Railroad	Easement by Location		Per Val Map
35	6	Ebenezer Peirce	Fall River Branch Railroad	Warranty Deed	BNRD 189/177	Passageway Easement
35	7	Ambrose Hathaway	United Corporation*	Warranty Deed	BNRD 189/175	Fence Easement
35	8	Philip Hathaway et al	Fall River Branch Railroad	Warranty Deed	BNRD 175/427	Fence Easement
35	9	George Dean	United Corporation*	Warranty Deed	BNRD 190/51	Fence Easement
35	10	Martha Terry gdn et al	Fall River Railroad	Warranty Deed	BNRD 189/124	Passageway and Fence Easements
35	11	Ambrose Hathaway	United Corporation*	Warranty Deed	BNRD 189/175	Fence Easement
35	12	John Hathaway	United Corporation*	Warranty Deed	BNRD 177/97	Passageway and Fence Easement
35	13	James Hathaway	Old Colony Railroad	Warranty Deed	BNRD 408/47	Passageway and Fence Easements
35	14	James Hathaway	Old Colony Railroad	Warranty Deed	BNRD 408/47	Passageway and Fence Easements
36	1			None of Record		Road Location per Val Map now Copicut Road

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
36	3	Joseph Reid	Old Colony Railroad	Warranty Deed	BNRD 368/336	Fence Easement
36	4	Joseph Reid	United Corporation*	Warranty Deed	BNRD 190/57	Passageway and Fence Easement
36	5	Job Terry	United Corporation*	Warranty Deed	BNRD 189/183	Passageway and Fence Easements
36	7 Out Parcel	Fall River Railroad	Job Terry	Deed-out	BNRD 222/10	Subject to Passageway Easement
36	8 Out Parcel	Fall River Railroad	Job Terry	Deed-out	BNRD 222/10	Subject to Passageway Easement
36	9	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 549/127	Rte 24; Easement
37	1	Ambrose Hathaway	United Corporation*	Warranty Deed	BNRD 189/175	Fence Easement
37	2			None of Record		Road Location per Val Map
37	3	Polly Terry et al	United Corporation*	Warranty Deed	BNRD 190/50	Passageway and Fence Easements
37	4	Elizabeth Hathaway et al Consolidated Rail Corporation	Fall River Railroad Algonquin Gas Transmission Company	Warranty Deed Easement	BNRD 189/126 FRRD 1468/326	Fence Easement Space for Gas Pipe
37	5			None of Record		Road Location per Val Map
37	6	Stephen Barnaby et al Lucy Barnaby gdn	Fall River Rail Road Fall River Rail Road	Warranty Deed Fiduciary Deed	BNRD 189/120 BNRD 189/122	Passageway and Fence Easements Passageway and Fence Easements
37	7	Polly Terry et al	United Corporation*	Warranty Deed	BNRD 190/50	Passageway and Fence Easements
37	8	Elizabeth Hathaway gdn Gilbert Hindes et al	Fall River Rail Road Fall River Rail Road	Fiduciary Deed Warranty Deed	BNRD 189/127 BNRD 189/128	Passageway and Fence Easements Passageway and Fence Easement
37	9	David Robinson	United Corporation*	Quitclaim Deed	BNRD 198/501	Passageway and Fence Easements

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
37	10	Stephen Barnaby et al	Fall River Rail Road	Warranty Deed	BNRD 189/120	Passageway and Fence Easements
		Lucy Barnaby gdn	Fall River Rail Road	Fiduciary Deed	BNRD 189/122	Passageway and Fence Easements
38	1	David Robinson	United Corporation*	Quitclaim Deed	BNRD 198/501	Passageway and Fence Easements
		Samuel Robinson	Fall River Railroad	Warranty Deed	BNRD 189/184	Passageway and Fence Easements
38	2	Samuel Bliffins	United Corporation*	Warranty Deed	BNRD 404/494	Passageway and Fence Easements
38	3	Ruth Winslow gdn	Fall River Railroad	Fiduciary Deed	BNRD 189/159	Passageway and Fence Easements
		Frederick Winslow et al	Fall River Railroad	Warranty Deed	BNRD 189/215	Passageway and Fence Easements
38	4	William Read	United Corporation*	Warranty Deed	BNRD 189/171	Passageway and Fence Easements
		Louis Brown et al	Old Colony & Newport Railway	Warranty Deed	BNRD 296/233	
38	5	Ruth Brown	Fall River Branch Railroad	Easement by Location		Per Val Map
38	6	Samuel Bliffins	United Corporation*	Warranty Deed	BNRD 404/494	Passageway and Fence Easements
38	7	William French	Old Colony Railroad	Warranty Deed	FRRD 78/146	Passageway Easement
38	12	Myron French	Old Colony Railroad	Warranty Deed	FRRD 78/145	Passageway Easement
38	13	Horace French	Fall River Railroad	Warranty Deed	BNRD 189/156	Passageway and Fence Easements
38	14	Elijah Pierce	United Corporation*	Easement by Location		Agreement as to Passageway Easement
		Elijah Pierce	Fall River Railroad	Agreement	FRRD 69/370	Relocate Passageway Easement
		Rodolphus Allen	Old Colony Railroad	Release	BNRD 449/61	Release Interest in Passageway Easement
38	15	Rodolphus Allen	Old Colony Railroad	Quitclaim Deed	BNRD 449/61	Railroad to have right to use road across his land

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
38	16	William Young et al Frederick Sears	Old Colony & Newport Railway Old Colony & Newport Railway	Quitclaim Deed Warranty Deed	BNRD 284/396 BNRD 284/397	Passageway Easement; Reserves Right to Water in Oyster Shell Pond
38	17	John Young	United Corporation*	Warranty Deed	BNRD 189/172	Passageway and Fence Easements
38	18	Edward Thurston	United Corporation	Warranty Deed	BNRD 189/174	Passageway and Fence Easements
38	19	John Thurston	Fall River Railroad	Warranty Deed	BNRD 189/219	Passageway and Fence Easements
38	20	Edward Thurston	United Corporation	Warranty Deed	BNRD 189/174	Passageway and Fence Easements
38	21	Edward Thurston	Old Colony & Newport Railway	Warranty Deed	BNRD 288/86	Railroad to keep watering place open & to maintain bridge crossing over parcel
38	23	Sarah Thurston et al executors	Old Colony Railroad	Warranty Deed	BNRD 434/526	Passageway Easements
38	27 Out Parcel	Trustees of New York, New Haven & Hartford Railroad	Edward Nasser	Deed-out	FRRD 853/192	Railroad to keep Pole & Wire Easement and Right to Flow Surface Water; Grantee to Support Track Grade and Maintain Fence
39	1	Russell Hathaway	Fall River Branch Railroad	Easement by Location		Per Val Map
39	2	Russell Hathaway et al	Old Colony Railroad	Warranty Deed	BNRD 416/148	Passageway Easement
39	3	Benjamin Miller	United Corporation*	Warranty Deed	BNRD 189/162	Passageway and Fence Easements
39	5	William Hambly	Old Colony Railroad	Warranty Deed	BNRD 390/90	Passageway Easement
39	6	William Hambly	Old Colony Railroad	Warranty Deed	BNRD 416/146	Excepting Parcel previously conveyed out to third party; Passageway Easement
39	9	Susan Lawton gdn	Fall River Railroad	Fiduciary Deed	BNRD 189/157	Fence Easement
39	11	Joseph Davis	United Corporation*	Warranty Deed	BNRD 189/166	Passageway and Fence Easement

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
39	13	Julana Winslow	Fall River Railroad	Warranty Deed	BNRD 189/218	Fence Easement
39	19	Heirs of Miller	Old Colony Railroad	Easement by Location		Per Val Map
39	20	Benjamin Miller	United Corporation*	Warranty Deed	BNRD 189/162	Passageway and Fence Easements
	Portion –	Penn Central Railroad	City of Fall River	Taking	FRRD 971/249	Easement for Sewer
39	21	Job Terry	Fall River Branch Railroad	Easement by Location		Per Val Map
		Job Terry	Fall River Railroad	Warranty Deed	BNRD 196/420	
	Portion –	Penn Central Railroad	City of Fall River	Taking	FRRD 971/249	Easement for Sewer
39	22	Caroline Boomer et al	Old Colony Railroad	Warranty Deed	BNRD 392/96	Subject to Life Estate of Hannah Thurston
		Hannah Thurston	Old Colony Railroad	Quitclaim Deed	BNRD 392/101	
	Portion –	Penn Central Railroad	City of Fall River	Taking	FRRD 971/249	Easement for Sewer
39	23	Caroline Boomer et al	Old Colony Railroad	Warranty Deed	BNRD 392/96	Subject to Life Estate of Hannah Thurston
		Hannah Thurston	Old Colony Railroad	Quitclaim Deed	BNRD 392/101	
	Portion –	Penn Central Railroad	City of Fall River	Taking	FRRD 971/249	Easement for Sewer
39	24			None of Record		Road Location per Val Map now Terry Lane
39	25			None of Record		Road Location per Val Map now Terry Lane
39	26	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location ; Terry Lane Discontinued
39	27	Joanna Collins	United Corporation	Warranty Deed	BNRD 189/160	Fence Easement
39	30	Job Wilson	United Corporation*	Warranty Deed	BNRD 189/164	Passageway and Fence Easements

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
39	31	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
39	32	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
39	33	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
39	35	Harriet Shaw	Old Colony Railroad & City of Fall River	Use Easement	FRRD 82/538	Reserves use of parcel if it does not interfere with maintenance
39	36	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
39	37	Harriet Shaw	Old Colony Railroad & City of Fall River	Use Easement	FRRD 82/538	Reserves use of parcel if it does not interfere with maintenance
39	40	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
39	41	Harriet Shaw	Old Colony Railroad & City of Fall River	Use Easement	FRRD 82/538	Reserves use of parcel if it does not interfere with maintenance
39	42	North Methodist Episcopal Church of Fall River	Old Colony Railroad & City of Fall River	Use Easement	FRRD 85/237	Reserves use of parcel if it does not interfere with maintenance
39	45			None of Record		Road Location per Val Map now Wilson Road
39	46			None of Record		Road Location per Val Map
39	47	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
39	49			None of Record		Occupation per Val Map
40	1	Hezekiah Wilson Gardner Brightman	United Corporation* Fall River Railroad	Warranty Deed Warranty Deed	BNRD 189/163 BNRD 198/500	Passageway and Fence Easement Passageway and Fence Easement

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
40	2 Portion –	Isaac Read et al Penn Central Railroad	Old Colony Railroad City of Fall River	Warranty Deed Taking	BNRD 390/93 FRRD 971/249	Passageway Easement Easement for Sewer
40	2 1/2			None of Record		Occupation per Val Map
40	3 Portion –	John Collins Penn Central Railroad	Old Colony Railroad City of Fall River	Warranty Deed Taking	FRRD 85/150 FRRD 971/249	 Easement for Sewer
40	6	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
40	8	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
40	13	William Ashley	United Corporation*	Warranty Deed	BNRD 189/118	Passageway and Fence Easement
40	16	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
40	17	Thomas Doyle	Old Colony Railroad	Warranty Deed	FRRD 85/157	Also Releases any Passageway Easements
40	19	Henry Elsbre	United Corporation*	Warranty Deed	BNRD 189/173	Passageway and Fence Easements
40	20	William Ashley	United Corporation*	Warranty Deed	BNRD 189/118	Passageway and Fence Easement
40	22	William Canedy	Fall River Branch Railroad	Easement by Location		Fence Easement
40	26	Annie Greany et al Annie Greany gdn	Old Colony Railroad Old Colony Railroad	Warranty Deed Fiduciary Deed	FRRD 82/361 FRRD 82/359	Passageway and Pipe/Drain Easements Passageway and Pipe/Drain Easements
40	27	George Holmes	Fall River Branch Railroad	Easement by Location		Per Val Map
40	35			None of Record		Location per Val Map
40	35 1/2			None of Record		Layout of Peat Street per Val Map

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
40	36	Hannah Miller	Old Colony Railroad	Warranty Deed	BNRD 390/92	Passageway Easement
40	39	Job Wilson gdn	Old Colony Railroad	Release Deed	BNRD 395/259	Fence Easement
.40	40	Hannah Davis	Old Colony Railroad	Warranty Deed	BNRD 390/78	Passageway Easement
40	41	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
40	42	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
40	45	Ella Allen	Old Colony Railroad & City of Fall River	Easement	FRRD 108/341	For use as slope; Reserves right to use parcel if use does not interfere with easement
40	46	Samuel Hadfield	Old Colony Railroad & City of Fall River	Easement	FRRD 114/244	For use as embankment; Reserves right to use parcel if use does not interfere with easement
40	47	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
40	48	Ella Allen	Old Colony Railroad & City of Fall River	Easement	FRRD 108/341	For use as slope; Reserves right to use parcel if use does not interfere with easement
40	49	Annie Allen et al	Old Colony Railroad & City of Fall River	Easement	FRRD 101/295	For use as embankment; Reserves right to use parcel if use does not interfere with easement
40	51	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
40	55	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
40	56	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
40	57	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
40	58	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
40	59	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
40	60	Old Colony Railroad & New York, New Haven & Hartford Railroad	City of Fall River	Easement	FRRD 300/506	Reversion if sewer not used for 5 years
40	61 Out Parcel	Old Colony Railroad & New York, New Haven & Hartford Railroad	City of Fall River	Deed-out	FRRD 300/503	For Sewer; Reversion if sewer not used for 5 years
40	62	City of Fall River	Old Colony Railroad & New York, New Haven & Hartford Railroad	Ordinance	Not of Record	Discontinuance of Street
40	63	City of Fall River	Old Colony Railroad & New York, New Haven & Hartford Railroad	Ordinance	Not of Record	Discontinuance of Peet Street
40	66	New York, New Haven & Hartford Railroad	City of Fall River	Permanent Easement	FRRD 642/378	For Sewer
40	67	New York, New Haven & Hartford Railroad	City of Fall River	Permanent Easement	FRRD 642/378	For Sewer
40	68	New York, New Haven & Hartford Railroad	City of Fall River	Permanent Easement	FRRD 642/378	For Sewer
40	69 Out Parcel	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 690/300	Fee Taking
40	70 Out Parcel	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 690/300	Fee Taking
40	71	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 690/300	Highway Easement
40	72	Consolidated Rail Corporation	Montaup Electric Company	Easement	FRRD Doc # 246877	Aerial Transmission Line Across Tracks

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
40	Un-Numbered	Consolidated Rail Corporation	Shell Oil Company	Easement	FRRD 3936/330	For Land & Air Space of Bridge over Location
41	1	David Anthony	Fall River Railroad	Easement by Location		Per Val Map
41	2	County Commissioners		Decree	Not of Record	Weaver Street
41	3	Marlan Weaver	Fall River Railroad	Easement by Location		Per Val Map
41	4	Hathaway Brightman	Fall River Railroad	Warranty Deed	BNRD 189/158	Passageway and Fence Easements
41	5	Abby Brightman et al Abby Brightman et al	Old Colony Railroad Old Colony Railroad	Easement by Location Release Deed	BNRD 395/253	Per Val Map
41	6	George Brightman	Fall River Railroad	Easement by Location		Per Val Map
41	7	Benjamin Brightman	Fall River Railroad	Warranty Deed	BNRD 189/153	Passageway and Fence Easements
41	9			None of Record		Road Location per Val Map now Cove Street
41	10			None of Record		Road Location per Val Map now Clinton Street
41	11	Pardon Brightman et al Ruth Brightman	Fall River Railroad Fall River Railroad	Easement by Location Release Deed	BNRD 189/159	Per Val Map Passageway and Fence Easements
41	12	Lydia Boomer et al	Fall River Railroad	Warranty Deed	BNRD 189/154	Railroad to maintain Passageway and Fence Easements
41	13	Lydia Boomer	Old Colony Railroad	Warranty Deed	BNRD 390/76	Passageway Easement
41	14			None of Record		Road Location per Val Map now Brightman Street
41	15	Lydia Boomer et al	Fall River Railroad	Warranty Deed	BNRD 189/154	Railroad to maintain Passageway and Fence Easements
41	16			None of Record		Occupation and Location per Val Map
41	17	Wanton Hathaway	Fall River Branch Railroad	Easement by Location		Per Val Map
41	18	Cory Brightman	Fall River Railroad	Easement by Location		Per Val Map
41	19	Cory Brightman	Old Colony Railroad	Warranty Deed	BNRD 392/95	Passageway Easement
41	20	Joseph Read	Fall River Railroad	Easement by Location		Per Val Map
41	21	Town Farm	Fall River Railroad	Easement by Location		Per Val Map

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
41	29	Cornelius Kelly	Old Colony Railroad	Warranty Deed	BNRD 390/91	Fence Easement
41	35	New York New Haven & Hartford Railroad; Old Colony Railroad	City of Fall River	None of Record	Not Recorded; No Copy Provided	
41	36	New York New Haven & Hartford Railroad; Old Colony Railroad	City of Fall River	None of Record	Not Recorded; No Copy Provided	
41	37	St. Michael's Home Corp	Old Colony & New York, New Haven & Hartford Railroad	None of Record	Not Recorded; No Copy Provided	
42	1	First Baptist Society of Fall River	Old Colony Railroad	Easement	FRRD 77/551	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	3	Margaret Connor	Old Colony Railroad & City of Fall River	Easement	FRRD 82/66	For use as slope and in maintenance of street; Reserves right to use parcel if use does not interfere with easement; Grantor to build wall
42	4			None of Record		Road Location per Val Map now Brownell Street
42	5			None of Record		Road Location per Val Map now Brownell Street
42	6			None of Record		Road Location per Val Map now Town Farm
42	9	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	10	Samuel Ashton et al	Old Colony Railroad & City of Fall River	Easement	FRRD 90/545	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	11	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	12	Fannie Ferguson et al	Old Colony Railroad & City of Fall River	Easement	FRRD 82/60	For use as embankment and for walls; Reserves right to use parcel if use does not interfere with easement

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
42	14	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	15	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	16	Patrick Shields et al	Old Colony Railroad & City of Fall River	Easement	FRRD 78/275	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	17	William Batt	Old Colony Railroad & City of Fall River	Easement	FRRD 81/426	For use in maintenance of street; Reserves right to use parcel if use does not interfere with easement
42	22	Grace Rousseau	Old Colony Railroad	Easement	FRRD 77/523	For use as embankment
42	23	Patrick Burns	Old Colony Railroad	Easement	FRRD 78/109	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	24	Annie Reagan	Old Colony Railroad & City of Fall River	Easement	FRRD 85/308	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	25	Thomas McGrath	Old Colony Railroad	Easement	FRRD 77/370	For use as embankment
42	32	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	34	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	35	Elizabeth Murphy	Old Colony Railroad & City of Fall River	Easement	FRRD 99/202	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	36	Thomas Hoogs	New York, New Haven & Hartford Railroad	Quitclaim Deed	FRRD 197/347	Except Parcels conveyed in 99/205; Subject to Rights & Easements conveyed to Railroad in 99/202
42	38	Mason Fisher	Old Colony Railroad & City of Fall River	Easement	FRRD 88/137	For use as slope; Reserves right to use parcel if use does not interfere with easement

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
42	39	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	40	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	41	Emily Jenney gdn	Old Colony Railroad & City of Fall River	Easement	FRRD 78/484	For use as embankment; Reserves right to use parcel if use does not interfere with easement
		Emily Jenney et al	Old Colony Railroad & City of Fall River	Easement	FRRD 78/486	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	42	Ellen Short et al	Old Colony Railroad & City of Fall River	Easement	FRRD 88/32	For use as embankment; Reserves right to use parcel if use does not interfere with easement
		Mary Short gdn	Old Colony Railroad & City of Fall River	Easement	FRRD 88/34	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	45	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	46	Ella Boothby et al	Old Colony Railroad & City of Fall River	Easement	FRRD 78/224	For use as embankment; Reserves right to use parcel if use does not interfere with easement; Grantors to build wall
42	47	Daniel Hurley	Old Colony Railroad & City of Fall River	Easement	FRRD 91/168	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	48	William Ferguson	Old Colony Railroad & City of Fall River	Easement	FRRD 79/146	For use as embankment; Reserves right to use parcel if use does not interfere with easement; City and Railroad to relocate sewer
42	49	Sarah Horton	Old Colony Railroad & City of Fall River	Easement	FRRD 78/187	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	50			None of Record		Road Location per Val Map now Presidents Avenue
42	51			None of Record		Road Location per Val Map

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
42	52	Robinson Buffington	Fall River Branch Railroad	Easement by Location		Per Val Map
42	53	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	54	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	56	Alice Wordell et al	Old Colony Railroad & City of Fall River	Easement	FRRD 90/325	For use as slope; Reserves right to use parcel if use does not interfere with easement
42	58	Abel Borden	Fall River Branch Railroad	Easement by Location		Per Val Map
42	68	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	69	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	70	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	71	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	72	John Hadfield	Old Colony Railroad & City of Fall River	Easement	FRRD 108/56	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	73	John Lockhart	Old Colony Railroad & City of Fall River	Easement	FRRD 95/257	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	74	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	75	Mary Brown	Old Colony Railroad	Easement	FRRD 78/116	For use as embankment
42	76	Mary Brown	Old Colony Railroad	Easement	FRRD 78/116	For use as embankment

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
42	77	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	78	Cynthia Moore	Old Colony Railroad & City of Fall River	Easement	FRRD 82/72	For use as street and for slope; Reserves right to use parcel if use does not interfere with easement
42	79	John Lockhart	Old Colony Railroad	Easement	FRRD 77/516	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	80	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	81	John Lockhart	Old Colony Railroad	Easement	FRRD 77/516	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	82	George Wiley	Old Colony Railroad & City of Fall River	Easement	FRRD 79/87	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	83	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	84	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	85	Mary Keenan	Old Colony Railroad & City of Fall River	Easement	FRRD 78/188	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	86	Ervin McDonald	Old Colony Railroad & City of Fall River	Easement	FRRD 82/5	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	87	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	88	Mary Medley	Old Colony Railroad & City of Fall River	Easement	FRRD 79/359	For use as embankment; Reserves right to use parcel if use does not interfere with easement

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
42	89	John Redfearn	Old Colony Railroad & City of Fall River	Easement	FRRD 81/49	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	90	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	91	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	92	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	93	Nicholas Hathaway	Old Colony Railroad & City of Fall River	Easement	FRRD 81/117	For use in maintenance of street; Reserves right to use parcel if use does not interfere with easement
42	94	Anna Albro	Old Colony Railroad & City of Fall River	Easement	FRRD 78/238	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	95	Albert Pearce	Old Colony Railroad & City of Fall River	Easement	FRRD 78/491	For use in maintenance of street; Reserves right to use parcel if use does not interfere with easement
42	96	Wanton Hathaway	Fall River Branch Railroad	Easement by Location		Per Val Map
42	97			None of Record		Decree per Val Map
42	98			None of Record		Road Location per Val Map now Pearce Street
42	99	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	100	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	103	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
42	104	John Duvally et al	Old Colony Railroad & City of Fall River	Easement	FRRD 81/159	For use as embankment; Reserves right to use parcel if use does not interfere with easement; Grantor to build wall
42	105	William Wood	Old Colony Railroad & City of Fall River	Easement	FRRD 94/39	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	106	Mary Durfee gdn	United Corporation*	Fiduciary Deed	BNRD 189/168	Passageway and Fence Easement
42	112	John Eddy et al	United Corporation*	Warranty Deed	BNRD 189/167	Fence Easement
42	113	Nathan Durfee	United Corporation*	Warranty Deed	BNRD 189/170	Passageway and Fence Easement
42	115			None of Record		Road Location per Val Map now Baylies Street
42	119	Nathan Durfee	Old Colony & Newport Railway	Quitclaim Deed	BNRD 289/6	Also Right of Way over new street (Conveyed out by parcel 42 – 246)
42	120	Nathan Durfee	Old Colony & Newport Railway	Quitclaim Deed	BNRD 289/6	Also Right of Way over new street (Conveyed out by parcel 42 – 246)
42	124	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	125	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	126	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	127	Henry Bunker	Old Colony Railroad & City of Fall River	Easement	FRRD 88/182	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	128	John Duvally	Old Colony Railroad & City of Fall River	Easement	FRRD 101/54	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	129	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
42	130	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	132	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	133	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	134	Thomas Baylies	Old Colony Railroad & City of Fall River	Easement	FRRD 82/491	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	135	Lydia Essex	Old Colony Railroad & City of Fall River	Easement	FRRD 99/452	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	136	Charles Macomber et al	Old Colony Railroad & City of Fall River	Easement	FRRD 86/453	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	137			None of Record		Road Location per Val Map now Durfee Street Extension
42	138			None of Record		Road Location per Val Map now Old Colony Street
42	139	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	140	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	141	Timothy Haggerty	Old Colony Railroad & City of Fall River	Easement	FRRD 82/70	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	142	Mary Whittum	Old Colony Railroad & City of Fall River	Easement	FRRD 86/33	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	143	Elizabeth Coleman	Old Colony Railroad & City of Fall River	Easement	FRRD 85/160	For use as embankment; Reserves right to use parcel if use does not interfere with easement

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
42	144	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	145	Edith Meek	Old Colony Railroad & City of Fall River	Easement	FRRD 100/482	For use as embankment; Reserves right to use parcel if use does not interfere with easement; Grantor to build wall
42	146	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	147	Edward Murphy	Old Colony Railroad & City of Fall River	Easement	FRRD 100/504	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	148	William Dunn et al	Old Colony Railroad & City of Fall River	Easement	FRRD 108/7	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	149	Mary Hartley	Old Colony Railroad & City of Fall River	Easement	FRRD 81/528	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	150	Jerome Borden	Old Colony Railroad & City of Fall River	Easement	FRRD 85/96	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	152			None of Record		Road Location per Val Map now Turner Street
42	153			None of Record		Road Location per Val Map now Turner Street
42	154	William Coggleshall et al	Fall River Railroad	Warranty Deed	BNRD 198/497	Fence Easement
42	157	Fall River Gas Works Company	Old Colony Railroad & City of Fall River	Easement	FRRD 93/210	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	158	David Anthony	Old Colony Railroad & City of Fall River	Easement	FRRD 86/390	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	159	Asa French		Easement by Location		Per Val Map
42	160	City of Fall River	Old Colony Railroad	Easement by Location		Per Val Map

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
42	161	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	162	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	164	Lydia Brightman et al	Old Colony Railroad & City of Fall River	Easement	FRRD 86/188	Right to build wall; Reserves right to use parcel if use does not interfere with easement
42	165	John Earle	Old Colony Railroad & City of Fall River	Easement	FRRD 85/335	For use as embankment; Reserves right to use parcel if use does not interfere with easement
		Jane Hayden	Old Colony Railroad & City of Fall River	Easement	FRRD 85/337	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	166	Arthur Mason	Old Colony Railroad & City of Fall River	Easement	FRRD 89/200	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	167	Phebe Buffington	Old Colony Railroad & City of Fall River	Easement	FRRD 85/188	For use as embankment; Reserves right to use parcel if use does not interfere with easement
		Elisha Buffington	Old Colony Railroad & City of Fall River	Easement	FRRD 85/189	For use as embankment; Reserves right to use parcel if use does not interfere with easement
42	168			None of Record		Road Location per Val Map now Odd Street
42	170	Henry Nickerson et al	Old Colony Railroad & City of Fall River	Warranty Deed	FRRD 94/489	Right to build wall
42	172	David Brown	Old Colony Railroad	Agreement	BNRD 364/221	Regarding construction of walls and side tracks
42	173	Micah Ruggles	Fall River Branch Railroad	Easement by Location		Per Val Map
42	185			None of Record		Road Location per Val Map now Cedar, Danforth and Davol Streets
42	186	Samuel Rodman		Easement by Location		Per Val Map
42	187			None of Record		Relocation of Road per Val Map - Cedar Street

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
42	188			None of Record		Road Location per Val Map now Cedar and Danforth Streets
42	189	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	192	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	193	Samuel Rodman		Easement by Location		Per Val Map
42	194	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	196	Charles Morgan		Easement by Location		Per Val Map
42	197			None of Record		Road Location per Val Map now Maple Street
42	199	William Rodman		Easement by Location		Per Val Map
42	200			None of Record		Road Location per Val Map now Walnut Street
42	209	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	212	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	213	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	214	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	215	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	216	Nathan Durfee et al		Easement by Location		Per Val Map
42	217	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
42	218	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	219	Fall River Whaling Co.		Easement by Location		Per Val Map
42	220	Massasoit Steam Mill Company by Trs	Old Colony Railroad	Warranty Deed	BNRD 395/256	Passageway Easement
42	224	Nathan Slade et al	Fall River Railroad	Use Easement	BNRD 198/498	
42	227	Pocasset Manufacturing Company		Easement by Location		Per Val Map
42	229			None of Record		Road Location per Val Map now Elm Street
42	230	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
42	232	New York, New Haven & Hartford Railroad	New England Oil Refining Company	Lease	FRRD 326/100	Tracks for car storage
42	233	Joseph Bowen Co	Old Colony Railroad & City of Fall River	None of Record	Not Recorded; No Copy Provided	
42	234	Hartford and New York Transportation Company	New York, New Haven & Hartford Railroad	Quitclaim Deed	FRRD 425/296	Baylies Wharf, except portion conveyed in 336/393; subject to lease 276/54 (Conveyed out by Parcels 42 - 240,241,242)
42	235 Out Parcel	Old Colony Railroad	Fall River Housing Authority	Taking	FRRD 435/345	In Fee
42	236 Out Parcel	Old Colony Railroad	Fall River Housing Authority	Deed-out	FRRD 445/225	Also Releases fee in Central and Elm Streets adjoining parcel
42	237 Out Parcel	Old Colony Railroad	Fall River Housing Authority	Deed-out	FRRD 445/225	Also Releases fee in Central and Elm Streets adjoining parcel
42	238 Out Parcel	New York, New Haven & Hartford Railroad and Old Colony Railroad	Frank Kingsley	Deed-out	FRRD 470/470	Also any interest in 20 ft passageway and Baylies Street

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
42	239 Out Parcel	New York, New Haven & Hartford Railroad	John E. Cox Co., Inc.	Deed-out	FRRD 493/501	Subject to rights and easements in 85/337; 89/200 and 86/188 (Parcels 42 – 165,166, 164)
42	240 Out Parcel	New York, New Haven & Hartford Railroad	Jack Soble	Deed-out	FRRD 486/489	Also releases any interest in Baylies Street
42	241 Out Parcel	New York, New Haven & Hartford Railroad	Jack Soble	Deed-out	FRRD 486/489	Also releases any interest in Baylies Street
42	242 Out Parcel	New York, New Haven & Hartford Railroad	Jack Soble	Deed-out	FRRD 486/489	Also releases any interest in Baylies Street
42	243 Out Parcel	New York, New Haven & Hartford Railroad	Emile Boucher	Deed-out	FRRD 493/443	Subject to slope easement
42	244 Out Parcel	New York, New Haven & Hartford Railroad	John E. Cox Co., Inc.	Deed-out	FRRD 546/278	Railroad reserves Passageway Easement
42	245 Out Parcel	New York, New Haven & Hartford Railroad	Isabel Akstin	Deed-out	FRRD 599/103	Subject to slope easement; Railroad reserves bridge abutment and access
42	246 Out Parcel	New York, New Haven & Hartford Railroad	City of Fall River	Deed-out	FRRD 598/349	Subject to slope easement
42	247 Out Parcel	New York, New Haven & Hartford Railroad	Julius Miller	Deed-out	FRRD 625/330	Railroad reserves pole line and access; Grantee agrees to maintain grade of remaining railroad land and pole line and to build fence
42	248	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 798/150	Western Expressway Highway Easement
42	249 Out Parcel	New York, New Haven & Hartford Railroad	Herve Lagasse	Deed-out	FRRD 878/319	Excepts and reserves bridge abutments and access; subject to maintenance of railroad grade; right of railroad to flow surface water; Grantee to build fence
43	1			None of Record		Road Location per Val Map now Elm Street; Central Street
43	2	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	5	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
43	6	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	61/2	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	8			None of Record		Road Location per Val Map now Central Street
43	9	Pocasset Manufacturing Company	United Corporation	Warranty Deed	BNRD 189/116	Subject to Easement – Portion of parcel to be used as street; Railroad to have right to build steps from the depot building
		Fall River Iron Works Company	United Corporation	Warranty Deed	BNRD 189/151	Subject to Easement – Portion of parcel to be used as street; Railroad to have right to build steps from the depot building\
43	11	Fall River Iron Works Company	Old Colony Railroad	Warranty Deed	BNRD 383/51	Reserves Right to enter to repair pipes
43	12	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	13	Fall River Iron Works Company	Old Colony Railroad	Warranty Deed	BNRD 383/51	Reserves Right to enter to repair pipes
43	14	Harbor Commission	Old Colony Railroad	License	BNRD 376/236	To Widen Wharf
		Harbor & Land Commission	Old Colony Railroad	License	BNRD 465/375	To Construct Wharf Extension
		Harbor & Land Commission	Old Colony Railroad	License	BNRD 463/355	To Extend Wharf
43	17	Fall River Iron Works Company	Old Colony & Fall River Railroad	Warranty Deed	BNRD 267/145	Passageway and Fence Easements; Reserves Right to Draw Water and maintain pipes; Railroad to construct walls, canal & culvert
43	18			None of Record		Location per Val Map
43	19	Fall River Iron Works Company	Old Colony & Fall River Railroad	Warranty Deed	BNRD 267/145	Passageway and Fence Easements; Reserves Right to Draw Water and maintain pipes; Railroad to construct walls, canal & culvert

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
43	20	Fall River Iron Works Company	Old Colony & Fall River Railroad	Warranty Deed	BNRD 267/145	Passageway and Fence Easements; Reserves Right to Draw Water and maintain pipes; Railroad to construct walls, canal & culvert
43	21	Fall River Iron Works Company	Old Colony Railroad & City of Fall River	Warranty Deed	FRRD 112/262	Also Releases any Damages caused by driveway built for abutter
43	22	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	23	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	24	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	25	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	26	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	27	American Printing Company; Fall River Iron Works Company; Old Colony Railroad & New York, New Haven & Hartford Railroad	American Printing Company; Fall River Iron Works Company; Old Colony Railroad & New York, New Haven & Hartford Railroad	Agreement and Quitclaim Deed; Deed-out	FRRD 112/280	Property Swap to correct boundary lines; Boiler House encroachment on Railroad to remain; Viaduct across Crab Pond to be built
43	28	American Printing Company; Fall River Iron Works Company; Old Colony Railroad & New York, New Haven & Hartford Railroad	American Printing Company; Fall River Iron Works Company; Old Colony Railroad & New York, New Haven & Hartford Railroad	Agreement and Quitclaim Deed; Deed-out	FRRD 112/280	Property Swap to correct boundary lines; Boiler House encroachment on Railroad to remain; Viaduct across Crab Pond to be built

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
43	29	Old Colony & Newport Railway (now Old Colony Railroad); City of Fall River & Metacomet Manufacturing Company	Old Colony & Newport Railway (now Old Colony Railroad); City of Fall River & Metacomet Manufacturing Company	Location Agreement	FRRD 39/523	Anawan Street Regarding location of sewer pipes and liability
43	30	Richard Borden Fall River Iron Works; American Print Works	Old Colony & Fall River Railroad Old Colony & Fall River Railroad	Warranty Deed Agreement	BNRD 267/140 BNRD 248/49	Reserves Right of others to flow water in canal & right to enter parcel to enlarge canal Regarding enlargement of canal
43	31			None of Record		Road Location per Val Map now Canal Street
43	32	Jefferson Borden Fall River Iron Works; American Print Works	Old Colony & Fall River Railroad Old Colony & Fall River Railroad	Warranty Deed Agreement	BNRD 267/138 BNRD 248/49	Reserves Right of others to flow water in canal & right to enter parcel to enlarge canal Regarding enlargement of canal
43	33	Fall River Iron Works Company American Print Works	Old Colony & Fall River Railroad Old Colony & Fall River Railroad	Warranty Deed Quitclaim Deed	BNRD 267/145 BNRD 267/151	Passageway and Fence Easements; Reserves Right to Draw Water and maintain pipes; Railroad to construct walls, canal & culvert Also Right to fill pond and build walls
43	34	Old Colony & Newport Railway	Elijah Kilborn et al	Easement	BNRD 281/317	To Drain Sewer; Railroad to build wall and side track
43	36	County Commissioners		Decree	Not of Record	Canal Street
43	37	County Commissioners		Decree	Not of Record	Canal Street
43	39 Out Parcel	Old Colony & Newport Railway	James Broderick	Deed-out	BNRD 271/145	Subject to City Sewer Easement
43	44 Out Parcel	Old Colony & Newport Railway	Elijah Kilburn et al	Deed-out	BNRD 281/315	Also with Right of Way; Subject to Reservations in BNRD 267/138 & 267/140
43	48			None of Record		Road Location per Val Map now Spring Street

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
43	49	B H Borden	Old Colony & Fall River Railroad	None of Record	Not Recorded; No Copy Provided	
43	51	Nancy Bernard	Old Colony & Newport Railroad	Warranty Deed	BNRD 293/134	Fence Easement
43	52	John Dunn	Old Colony Railroad	Easement	FRRD 176/430	To Construct Retaining Wall
43	53			None of Record		Road Location per Val Map now Fountain Street
43	54	County Commissioners	Old Colony & Fall River Railroad	Decree	Not of Record	Discontinue Portion of Spring & Fountain Streets
43	59	Fall River Iron Works Company American Print Works	Old Colony & Fall River Railroad Old Colony & Fall River Railroad	Warranty Deed Quitclaim Deed	BNRD 267/145 BNRD 267/151	Passageway and Fence Easements; Reserves Right to Draw Water and maintain pipes; Railroad to construct walls, canal & culvert Also Right to fill pond and build walls
43	60	Richard Borden	Old Colony & Fall River Railroad	Easement by Location		Per Val Map
43	61			None of Record		Road Location per Val Map now Ferry Street & Eagle Street
43	62	William Marvell et al d/b/a Marvell & Davoll and Co	Old Colony & Newport Railway	Warranty Deed	BNRD 271/130	Railroad to Build Culvert
43	67	Common Council	Old Colony & Newport Railway	Order	Not of Record	Relocation of end of Broadway
43	69			None of Record		Road Location per Val Map now Broadway
43	70	Common Council	Old Colony & Newport Railway	Order	Not Recorded	Discontinue portion of Broadway
43	72	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	75	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
43	76	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	77	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	78	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	82	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	83	County Commissioners/Old Colony Railroad	County Commissioners/Old Colony Railroad	Decree	FRRD 89/1	Railroad Location changed; New Parcels taken for new Railroad Location
43	86	American Linen Company	Old Colony & Fall River Railroad	Warranty Deed	BNRD 267/154	Fence Easement; Railroad to rebuild any pipes & drains and to build & maintain 2 bridges over parcel; Right to enter parcel to repair drains & pipes and to build & maintain additional bridges over parcel reserved to grantor
		Penn Central Railroad	City of Fall River	Taking	FRRD 999/406	Permanent Easement for Sewer
	Portion – Out Parcel	Penn Central Transportation Company	Fred Azar	Deed-out	FRRD 1245/18	Subject to Con Rail Easements
43	87	American Linen Company	Old Colony Railroad	Warranty/Quitclaim Deed	FRRD 102/138	Warranty for Lots; Quitclaim for Streets; Release Crossing Rights in BNRD 267/154
	Portion- Out Parcel	Penn Central Transportation	Fred Azar	Deed-out	FRRD 1245/18	Subject to Con Rail Easements
43	88	American Linen Company	Old Colony Railroad	Warranty/Quitclaim Deed	FRRD 102/138	Warranty for Lots; Quitclaim for Streets; Release Crossing Rights in BNRD 267/154
	Portion – Out Parcel	Penn Central Transportation	Fred Azar	Deed-out	FRRD 1245/18	Subject to Con Rail Easements

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
43	89	American Linen Company	Old Colony Railroad	Warranty/Quitclaim Deed	FRRD 102/138	Warranty for Lots; Quitclaim for Streets; Release Crossing Rights in BNRD 267/154
43	90	American Linen Company	Old Colony Railroad	Warranty/Quitclaim Deed	FRRD 102/138	Warranty for Lots; Quitclaim for Streets; Release Crossing Rights in BNRD 267/154
	Portion – Out Parcel	Penn Central Transportation	Fred Azar	Deed-out	FRRD 1245/18	Subject to Con Rail Easements
43	91	American Linen Company	Old Colony Railroad	Warranty/Quitclaim Deed	FRRD 102/138	Warranty for Lots; Quitclaim for Streets; Release Crossing Rights in BNRD 267/154
	Portion – Out Parcel	Penn Central Transportation	Fred Azar	Deed-out	FRRD 1245/18	Subject to Con Rail Easements
43	92	American Linen Company	Old Colony Railroad	Warranty/Quitclaim Deed	FRRD 102/138	Warranty for Lots; Quitclaim for Streets; Release Crossing Rights in BNRD 267/154
	Portion – Out Parcel	Penn Central Transportation	Fred Azar	Deed-out	FRRD 1245/18	Subject to Con Rail Easements
43	93	American Linen Company	Old Colony Railroad	Warranty/Quitclaim Deed	FRRD 102/138	Warranty for Lots; Quitclaim for Streets; Release Crossing Rights in BNRD 267/154
	Portion – Out Parcel	Penn Central Transportation	Fred Azar	Deed-out	FRRD 1245/18	Subject to Con Rail Easements
43	94	American Linen Company	Old Colony Railroad	Warranty/Quitclaim Deed	FRRD 102/138	Warranty for Lots; Quitclaim for Streets; Release Crossing Rights in BNRD 267/154
43	95			None of Record		Road Location per Val Map now Almond Street
43	104	Charles Shove et al	Old Colony & Fall River Railroad	Warranty Deed	BNRD 262/240	Also any water rights
43	105	Michael Collins	Old Colony & Newport Railway	Warranty Deed	BNRD 273/100	Also agrees to discontinue section of Howard St
43	106	Michael Collins	Old Colony & Newport Railway	Quitclaim Deed	BNRD 273/100	Also agrees to discontinue section of Howard St
43	111	Joseph Anthony et al	Old Colony & Fall River Railroad	Warranty Deed	BNRD 262/55	Also any low water rights
43	119			None of Record		Road Location per Val Map now Division Street

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
43	120	Morton Eddy City of Newport	City of Newport Old Colony Railroad	Warranty Deed Quitclaim Deed	BNRD 263/110 FRRD 127/118	Excepted from Parcel is any Right of Way City of Fall River may have acquired by the layout of Bay Street
43	122	County Commissioners		Order	Not Recorded	Relocation of Bay Street
43	123	County Commissioners		Order	Not Recorded	Discontinuance of Portion of Bay Street & William Street
43	124	County Commissioners		Order	Not Recorded	Relocation of Bay Street
43	125	John Durfee Walter Durfee City of Newport	Newport & Fall River Railroad City of Newport Old Colony Railroad	Easement by Location Quitclaim Deed Quitclaim Deed	 BNRD 263/109 FRRD 127/118	Per Val Map
43	126	George Flynn	Old Colony Railroad	Warranty Deed	FRRD 124/218	Also Granted Right to Build Wharf
43	128	Fall River Iron Works Company	Old Colony & Fall River Railroad	Warranty Deed	BNRD 267/145	Passageway and Fence Easements; Reserves Right to Draw Water and maintain pipes; Railroad to construct walls, canal & culvert
43	130	Harbor & Land Commission	Old Colony Railroad	License	FRRD 230/37	To Fill Harbor to Enlarge Freight Yard; Subject to Restrictions
43	133	Commonwealth of MA – DPW	Old Colony Railroad & New York, New Haven & Hartford Railroad	License	FRRD 352/200	To Fill Solid; Extend Sewer Outlet and Place Riprap
43	134	Commonwealth of MA	Old Colony Railroad	None of Record		Occupation per Val Map
43	135	Old Colony Railroad & New York, New Haven & Hartford Railroad	City of Fall River	Agreement	Not Recorded; No Copy Provided	To Alter Anawan Street Bridge
43	136	Old Colony Railroad & New York, New Haven & Hartford Railroad	City of Fall River	Agreement	Not Recorded; No Copy Provided	To Alter Almond Street Bridge
43	137	American Print Company	Old Colony Railroad & New York, New Haven & Hartford Railroad		Not Recorded; No Copy Provided	Release of Damages

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
43	140	City of Fall River	Old Colony Railroad & New York, New Haven & Hartford Railroad	Ordinance	Not Recorded; No Copy Provided	Discontinue Portion of Water Street
43	141	City of Fall River	Old Colony Railroad & New York, New Haven & Hartford Railroad	Ordinance	Not Recorded; No Copy Provided	Discontinue Portion of Ferry Street
43	145	Commonwealth of MA – DPW	Old Colony Railroad	License	FRRD 427/358	To Fill Solid on Dock
43	146	Firestone Rubber & Latex Products Company	Trustees of Old Colony Railroad	Quitclaim Deed	FRRD 431/170	Passageway Easement for Pipes; Reserves Docking Rights
43	147	Firestone Rubber & Latex Products Company	Trustees of Old Colony Railroad	Quitclaim Deed	FRRD 431/170	Passageway Easement for Pipes; Reserves Docking Rights
43	148 Out Parcel	Old Colony Railroad	Fall River Housing Authority	Taking	FRRD 435/345	In Fee
43	152 Out Parcel	New York, New Haven & Hartford Railroad	Commonwealth of MA	Deed-out	FRRD 502/319	Wharf; Also any Interests in Water Extending to Channel; Railroad Reserves Right to Operate Side Track and Right of Way
43	154 Out Parcel	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 536/463	Fee Taking
43	155 Out Parcel	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 536/463	Fee Taking
43	156 Out Parcel	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 536/463	Fee Taking
43	157 Out Parcel	New York New Haven & Hartford Railroad	Manufacturers Realty Corporation	Deed-out	FRRD 516/318	Subject to Reservations in BNRD 189/116 and 189/151 regarding Underground Sluiceway
43	158	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 562/355	Easement – For Bridge over Railroad
43	159	New York, New Haven & Hartford Railroad	City of Fall River	Easement	FRRD 590/347	For Sewer Pipes and Pedestrian Underpass; Reserves Right to grant other easements and to construct rail crossings in same areas

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
43	160	New York, New Haven & Hartford Railroad	Fall River Gas Works Company	Perpetual Easement	FRRD 593/143	
43	161	New York, New Haven & Hartford Railroad	Fall River Gas Works Company	Perpetual Easement	FRRD 593/143	
43	162	New York, New Haven & Hartford Railroad	City of Fall River	None of Record	Not Recorded; No Copy Provided	Easement per Val Map
43	163	New York, New Haven & Hartford Railroad	City of Fall River	None of Record	Not Recorded; No Copy Provided	Easement per Val Map
43	164	New York, New Haven & Hartford Railroad	City of Fall River	None of Record	Not Recorded; No Copy Provided	Easement per Val Map
43	165	New York, New Haven & Hartford Railroad	Fall River Gas Works Company	Perpetual Easement	FRRD 691/457	
43	166 Out Parcel	New York, New Haven & Hartford Railroad	Manuel Sousa et al	Deed-out	FRRD 719/320	Fence Easement; Subject to Existing Drainage Conditions
43	167	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 735/24	Rte I 195 Fee Taking
43	168	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 735/24	Rte I 195 Highway Easement
43	169	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 780/109	Western Expressway Highway Easement
43	170	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 780/109	Western Expressway Highway Easement
43	171	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 780/109	Western Expressway Highway Easement
43	172	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 798/150	Western Expressway Highway Easement
43	173	New York, New Haven & Hartford Railroad	Commonwealth of MA – DPW	Highway Taking	FRRD 798/150	Western Expressway Highway Easement
43	174 Out Parcel	Trustees of New York, New Haven & Hartford Railroad	Edward Nasser	Deed-out	FRRD 946/285	Railroad Reserves Use of Freight House for as long as required
43	Unmarked Out Parcel	Penn Central Corporation	Leo Kelly, Trs of Green River Realty Trust	Deed-out	FRRD 1359/134	Subject to Con Rail Easements [Out of parcels 43 – 100, 101, 102, 104, 105, 110, 111, 113, 126, 134]

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
43	166616 Out Parcel	Penn Central Corporation	Leo Kelly, Trs of Green River Realty Trust	Deed-out	FRRD 1418/169	Subject to Easements of Record [Out of parcels 43 -15, 96, 99, 100, 111, 113, 114, 118, 126]
44	1 Out Parcel	Old Colony Railroad & New York, New Haven & Hartford Railroad	City of Fall River	Easement	Not Recorded; No Copy Provided	Right to Pass by Bridge over Railroad
44	3	Samuel Chase City of Newport	City of Newport for Newport & Fall River Railroad & Old Colony & Newport Railway Old Colony Railroad	Easement by Location Easement by Quitclaim Deed	BNRD 278/236 FRRD 127/118	Per Val Map
44	5	Samuel Chase City of Newport	City of Newport for Newport & Fall River Railroad & Old Colony & Newport Railway Old Colony Railroad	Easement by Location Easement by Quitclaim Deed	BNRD 278/236 FRRD 127/118	Per Val Map
44	6 Portion – Out Parcel	Globe Yarn Mills Penn Central Corporation	Old Colony Railroad Fred Azar	Warranty Deed Deed-out	FRRD 6/387 FRRD 1301/141	Subject to Con Rail Easements
44	7	Old Colony Railroad & New York, New Haven & Hartford Railroad	Globe Yarn Mills	Release	FRRD 43/94	Release any Passageway Easements in Babcock Street between Sanford Street and Draper Avenue (Easement granted in 6/387)
44	8	Emanuel Wilcox Emanuel Wilcox City of Newport	City of Newport City of Newport Old Colony Railroad	Warranty Deed Release Deed Quitclaim Deed	BNRD 262/39 BNRD 262/328 FRRD 127/118	Passageway Easement Release Passageway Easement
44	10	Samuel Wilcox City of Newport	City of Newport Old Colony Railroad	Warranty Deed Quitclaim Deed	BNRD 262/79 FRRD 127/118	Passageway Easement

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
44	11	Richard Smith City of Newport	City of Newport Old Colony Railroad	Warranty Deed Fee Title by Quitclaim Deed	BNRD 262/80 FRRD 127/118	Passageway Easement
44	12	Jonathan Slade et al City of Newport	City of Newport Old Colony Railroad	Warranty Deed Quitclaim Deed	BNRD 263/280 FRRD 127/118	Passageway Easement
44	13	Daniel Davelly Edwin Davelly et al City of Newport	City of Newport City of Newport Old Colony Railroad	Quitclaim Deed Warranty Deed Quitclaim Deed	BNRD 261/433 BNRD 261/434 FRRD 127/118	Passageway Easement
44	14	City of Fall River	Old Colony Railroad	Quitclaim Deed	FRRD 306/540	Reserves Sewer and Drain Pipes
44	15	New York, New Haven & Hartford Railroad	Gulf Oil Corporation	Lease	FRRD 574/57	Also Passageway Easement in Street; Subject to sewer line
44	16 Parcel Out	New York, New Haven & Hartford Railroad	C Woodford Bliss, Trs of Petroleum Realty Trust	Deed-out	FRRD 598/296	Also Passageway Easement in Street; Reserves Passageway Easement; Subject to Agreement in 6/387
44	18	New York, New Haven & Hartford Railroad	City of Fall River	Easement	FRRD 590/347	For Sewer Pipes; Reserves Right to grant other easements and to construct rail crossings in same areas
44	19	New York, New Haven & Hartford Railroad	Fall River Gas Works Company	Perpetual Easement	FRRD 593/143	
45	1	Edward Dodge City of Newport	City of Newport Old Colony Railroad	Warranty Deed Quitclaim Deed	BNRD 263/106 FRRD 127/118	Passageway and Fence Easements
45	2	John Hicks City of Newport	City of Newport Old Colony Railroad	Warranty Deed Quitclaim Deed	BNRD 262/37 FRRD 127/118	Passageway Easement

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
45	3	John Grinnell Jr City of Newport	City of Newport Old Colony Railroad	Warranty Deed Quitclaim Deed	BNRD 262/327 FRRD 127/118	Passageway Easement
45	5	James Winward	Old Colony and Newport Railway	Warranty Deed	BNRD 272/181	Also Releases any Passageway Easements
45	6	Jeremiah Wilcox City of Newport	City of Newport Old Colony Railroad	Warranty Deed Quitclaim Deed	BNRD 262/34 FRRD 127/118	Passageway Easement
45	7	Jeremiah Wilcox	Old Colony & Newport Railway	Warranty Deed	BNRD 272/179	
45	8 Out Parcel	Old Colony and Newport Railway	Joseph Osborn	Deed-out	BNRD 314/451	No additional Passageways; No future Damages or Fences (Out of Parcels 45-5 and 45-7)
45	9 Out Parcel	Samuel Allen City of Newport Consolidated Rail Corporation	City of Newport Old Colony Railroad City of Fall River	Warranty Deed Quitclaim Deed Taking	BNRD 262/40 FRRD 127/118 FRRD 3509/215	Passageway Easement Portion Taken for Wastewater Treatment Facility
45	13	Old Colony Railroad		Notice to Prevent Easement	FRRD 300/216	
45	14	New York, New Haven & Hartford Railroad New York Central Lines New York Central Lines	Algonquin Gas Transmission Company Algonquin Gas Transmission Company Algonquin Gas Transmission Company	Permanent Easement Amendment to Easement 2nd Amendment to Easement	FRRD 609/185 FRRD 3811/176 FRRD 3922/126	For Gas Pipe
45	15	New York, New Haven & Hartford Railroad	Algonquin Gas Transmission Company	Permanent Easement	FRRD 609/181	For Gas Pipe

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
45	16	New York, New Haven & Hartford Railroad	City of Fall River	Easement	FRRD 590/347	For Sewer Pipes; Reserves Right to grant other easements and to construct rail crossings in same areas
45	17	New York, New Haven & Hartford Railroad	City of Fall River	Easement	FRRD 590/347	For Pedestrian Underpass; Reserves Right to grant other easements and to construct rail crossings in same areas
45	18	New York, New Haven & Hartford Railroad	City of Fall River	Permanent Easement	FRRD 676/341	For Sewer
45	19	New York, New Haven & Hartford Railroad	Algonquin Gas Transmission Company	Permanent Easement	FRRD 736/51	For Gas Pipe

* United Corporation of the Middleborough Rail Road Corporation with the Fall River Branch Rail Road Company and the Randolph & Bridgewater Rail Road Corporation

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EXHIBIT C-3
WATUPPA SECONDARY LINE
ADDITIONAL TITLE MATTERS

NOTE:

BSRD = Bristol South District Registry of Deeds

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
1	1	Simeon West	Fall River Railroad	Warranty Deed	BSRD 79/347	Railroad to build and maintain station at Mt. Pleasant St crossing
1	2			None of Record		Road Location per Val Map now Mt. Pleasant Street
1	4	Fall River Railroad	Alexander Holmes et al	Award		Per Val Map
1	5			None of Record		Road Location per Val Map now Shawmut Avenue
1	6	Fall River Railroad David Grew	David Grew Fall River Railroad	Award Warranty Deed	BSRD 82/500	Railroad to build Passageway Easement per Val Map
1	7 1/2	New Bedford & Fall River Railroad	City of New Bedford	Ordinance	BSRD PI Bk 2/21	Widen Mt. Pleasant Street
1	8	Old Colony Railroad & New York, New Haven & Hartford Railroad	City of New Bedford	Taking	BSRD PI Bk 4/67	Widen Shawmut Avenue
2	1	Fall River Railroad Joan Hathaway et al	Joan Hathaway Fall River Railroad	Award Warranty Deed	BSRD 82/434	Two (2) Passageway Easements per Val Map
2	2	West Heirs	Fall River Railroad	Easement by Location		Per Val Map
2	3	Edward Wing	Fall River Railroad	Easement by Location		Per Val Map

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
2	5	Fall River Railroad	Elbridge Turner	Agreement	BSRD 85/345	Grantee to have right to enter Railroad land across swamp; also right to prevent flow except through culvert and right to build & maintain culvert and gate
2	8	David Kempton et al	Fall River Railroad	Warranty Deed	BSRD 95/107	Passageway and Fence Easements
2	11	New York, New Haven & Hartford Railroad	City of New Bedford	Permanent Easement	BSRD 1249/197	Water Pipe
3	3	Paul Howland	Fall River Railroad	Easement by Location		Per Val Map
3	6	Wilbur Heirs	Fall River Railroad	Easement by Location		Per Val Map
3	10			None of Record		Road Location per Val Map now Faunce's Corner Road
4	1	Fall River Railroad Lafayette Dean	Lafayette Dean Fall River Railroad	Award Warranty Deed	BSRD 82/126	Passageway Easement per Val Map
4	5			None of Record		Road Location per Val Map now North Dartmouth Highway
4	6	Asa Reed et al	Fall River Railroad	Warranty Deed	BSRD 79/344	Two (2) Passageway Easements
4	9			None of Record		Road Location per Val Map - Private Way
4	13	Consolidated Rail Corporation	Commonwealth Electric Company	Perpetual Easement	BSRD 1880/89	Transmission Line
4	13[1]	Consolidated Rail Corporation	Commonwealth Electric Company	Perpetual Easement	BSRD 1880/89	Transmission Line
4	13[2]	Consolidated Rail Corporation	Commonwealth Electric Company	Perpetual Easement	BSRD 1880/89	Transmission Line
5	2	Arnold Thomas	Fall River Railroad	Warranty Deed	BSRD 79/338	Passageway Easement
5	4	Arnold Thomas	Fall River Railroad	Warranty Deed	BSRD 79/338	Passageway Easement
5	6	Fall River Railroad	Henry Willcox	Award		Passageway Easement per Val Map
5	7	Fall River Railroad	Henry Willcox	Decree		Re: Limit of Gravel Pit per Val Map
6	1	Abiathar Poole	Fall River Railroad	Warranty Deed	BSRD 79/337	Four (4) Passageway Easements

VAL MAP	PARCEL	GRANTOR	GRANTEE	NATURE OF INSTRUMENT	REGISTRY BK/PG	ENCUMBRANCES
6	2			None of Record	Not Recorded, No Copy Provided	Gravel Pit per Val Map
6	3	Abiathar Poole	Old Colony Railroad	Warranty Deed	BSRD 147/119	Passageway Easement
6	4	Abiathar Poole	Old Colony Railroad	Warranty Deed	BSRD 147/119	Passageway Easement
6	5			None of Record		Road Location per Val Map now Reed Street
6	8 Out Parcel	New York, New Haven & Hartford Railroad	Benjamin Prince	Deed-out	BSRD 1022/363	Fence Easement
6	9 Out Parcel	New York, New Haven & Hartford Railroad	Commonwealth of MA - DPW	Highway Taking	BSRD 1438/117	Rte I 195 Highway Easement

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EXHIBIT D
Provisions Relating to Transfer of CSXT South Coast Easement

1. The CSXT South Coast 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 South Coast 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 South Coast 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**, provided, however, Grantor and any Related Party of Grantor shall in any event be deemed to meet said Transferee Standards. 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, and shall not apply to any transfer of Other Operating Rights (as defined in **Exhibit B**).

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 (a) the sale of Other Operating Rights, or (b) 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

Grantee's right to collect an Easement Transfer Payment to the extent applicable at the time of such transfer or assignment.

4. Notwithstanding the foregoing, Grantee consents to the sale of the CSXT South Coast Easement to Massachusetts Coastal Railroad pursuant to an instrument to be recorded herewith (the "Initial Sale") and agrees that the Initial Sale is exempt from the foregoing provisions of this Exhibit D with respect to (a) any requirement that the Grantee consent to, or be notified of, the Initial Sale, (b) the applicability of Transferee Standards to the Initial Sale, or (c) the payment of any Easement Transfer Payment for the Initial Sale, and after said Initial Sale said Massachusetts Coastal Railroad shall be deemed a Benefitted Holder.

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 South Coast 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 Benefited 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.