

COPY

KNOW ALL MEN BY THESE PRESENTS, That the Amoskeag Manufacturing Company, for and in consideration of the sum of One Dellar to them paid by the Town of Manchester, have granted, covenanted and agreed to and with the said town, that in case the said town of Manchester shall cause the Roads herein described, to be duly and legally discontinued, if said roads or either of them are now public highways, as early as the same can be conveniently done- not later than two years from the date hereof that is to say the road beginning at the east end of Amoskeag Bridge and extending eastwardly by the Philip Stevens house so called to the easterly end of Merrimack street; Also the road beginning at said Amoskeag Bridge and extending eastwardly by the sand hill so called to Elm street; Also the road extending from the Old Falls road so called near the dwelling house now building by Messrs. Wilkins & Kidder to the easterly end of Bridge street; Also the road extending from the West side of Amoskeag Canal near the house formerly owned by Samuel Blodget to the Old Falls road near the house formerly owned by George Clark; Also the road beginning at the north line of the Philip Stevens farm near Merrimack River and extending southerly by the Barrett house so called to the South end of Elm street; The said Town of Manchester shall thenceforth have and the said Company grant to said town from that time forward, for all the inhabitants of said town, and for all other persons having occasion to pass the same, full right to pass and repass, at all times, with all manner of cattle and carriages ever and upon a fifty feet street now laid out by said Company known by the name of Canal street and over those parts of the streets known by the name Stark street and Mechanic street which are on land owned by said Company, and over and upon all such streets as are now or shall be hereafter laid out by said Company in said town of Manchester West of Elm street and east of said Company's upper Canal without expense and without any hindrance or obstruction by Company.

And said Company further agree that as soon as said Roads shall be discontinued, they will make and put in order for public travel a new street from Elm street to Canal street, between

Bridge street and Mechanic street; and said Company further agree that they will make and put in order for travel all the streets which they may lay out West of Elm street and east of their upper Canal as aforesaid at their own expense and that they will keep in repair all the streets now laid out or which may hereafter be laid out by said Company west of said Elm street and East of their upper Canal as aforesaid at their own expense.

Provided however, that if either of said streets shall be laid out as public highways all obligation on the part of said Company to make or repair the same shall cease-And provided further that nothing herein contained shall be construed in any way to interfere with the right of said Company to use said streets for the purpose of building on the adjoining lots or their right to alter said streets or substitute others or to change the grade of the same or make any alteration therein not inconsistent with public accommodation at their pleasure.

In witness whereof the said Amoskeag Manufacturing Company have hereunto affixed their common seal and their Treasurer being duly authorized has subscribed his name this 29th day of January 1841. Wm. Amory Tr. of Amoskeag Mfg. Co. (Seal)

Signed Sealed and delivered in presence of

Charles Amory)
Otis Everett, Jr.)

Commonwealth of Massachusetts. Suffolk Co. Boston, January 29, 1841. Then the above named Wm. Amory, Tr. of the Amoskeag Mfg. Co. appeared and acknowledged the foregoing instrument by him subscribed to be the free Will and Act of the Amoskeag Mfg. Co. by him represented-

Before me, Wm. Appleton, Justice of the Peace.
Boston, January 29, 1841. We the undersigned, Directors of the Amoskeag Mfg. Co. do hereby consent to the above instrument.

Geo. Howe

Francis C. Lowell