

**HISTORICAL INFORMATION  
JOAN B. LYMAN  
TO  
JOAN B. LYMAN REVOCABLE TRUST  
  
MADISON  
  
CARROLL COUNTY REGISTRY**

41/60

QUITCLAIM DEED

I, Joan B. Lyman, an unmarried widow, with a mailing address of Rte. 113, P. O. Box 118, Silver Lake, County of Carroll, New Hampshire, for consideration paid grant to Joan B. Lyman, Trustee of the Joan B. Lyman Revocable Trust dated August 9, 1994, with a mailing address of Rte. 113, P. O. Box 118, Silver Lake, County of Carroll, and State of New Hampshire, with quitclaim covenants:

A certain piece or parcel of land with the depot building, express building and freight house building thereon, situated in Madison, in the County of Carroll and State of New Hampshire, bounded and described as follows:

Beginning at the most southerly corner of said parcel and on the northerly side line of the Highway, so-called, and at the most westerly corner of land now or formerly of Drew, thence running North 69 degrees 10 minutes 00 seconds West by said Highway and through Station 3122+00 on the center line of track and location of the Conway Branch route of the Portland Division of the Boston and Maine Railroad two hundred twenty and twenty-nine hundredths (220.29) feet to a point at land now or formerly of James J. Burke; thence turning and running North 46 degrees 50 minutes 00 seconds East partly by said last mentioned land and partly by land now or formerly of Stacy seven hundred thirty-three and ninety-four hundredths (733.94) feet to a point at remaining land of said Railroad; thence turning and running South 79 degrees 30 minutes 00 seconds East by said last mentioned land and through Station 3129+46.2 on said center line of track and location, and partly by land now or formerly of Isaiah A. Forrest two hundred forty-five and seventy-eight hundredths (245.78) feet to land now or formerly of Harmon; thence turning and running South 46 degrees 50 minutes 00 seconds West partly by said last mentioned land and partly by said land now or formerly of Drew seven hundred eight-three (783.00) feet to the point of beginning, be all of said measurements more or less, said parcel containing about one hundred fifty thousand, one hundred seventy-one (150,171) square feet and being shown upon plan marked "Land in Madison, N. H. Boston and Maine Railroad - to Willis G. Lyman, J. of Kerwin Eng'r. of Design, December, 1956."

Excepting from this conveyance the tracks, signals, underground facilities and track and signal appurtenances.

Said Boston and Maine Railroad hereby reserves unto itself, its successors and assigns, the right to maintain and use said tracks, signals, underground facilities and track and signal appurtenances and the right to operate on said tracks with locomotives, trains and cars as a part of the Conway Branch Route, and to enter upon said premises from time to time and at any and all times to repair, renew, replace and remove said tracks, signals, underground facilities and track and signal appurtenances; the rights herein reserved in the paragraph to

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terminate when said Boston and Maine Railroad, its successors and assigns, abandons operations through said Madison.

Said Boston and Maine Railroad hereby reserves unto itself, and for its patrons, the right to pass and repass afoot and by motor vehicle over said parcel between said Highway and said buildings and said depot building platform via the existing driveway; the rights herein reserved in this paragraph to terminate when said Boston and Maine Railroad abandons passenger train operations through said Madison.

This conveyance is made subject to an agreement between the grantor and Marion B. Lyman dated September 25, 1952, covering use of a portion of said parcel, and for the consideration aforesaid the grantor does hereby assign, transfer and set over unto said Willis G. Lyman all its rights in and to said agreement dated September 25, 1952 and all benefits to be derived therefrom.

By the acceptance of this deed said Willis G. Lyman covenants and agrees for himself, his heirs and assigns, to forthwith convey to George Chick of said Madison said freight house building situated on said parcel (but not the land thereunder) and to grant to said George Chick the right and easement to use the land under said freight house and a driveway, located as the said Lyman, his heirs or assigns, may designate, of reasonably adequate dimensions between the Highway abutting the said parcel and said freight house building until such time as the Boston and Maine Railroad abandons operations through said Madison, such grant to provide that said Lyman, his heirs and assigns, will pay the taxes on the land under said freight house building and in said driveway, and that said Chick, his heirs and assigns, shall pay the taxes on said freight house building during the term of said grant, the wording and terms of the instrument or instruments from said Lyman to said Chick conveying said freight house building and said grant to be such as meet with the approval of the Railroad's counsel. This covenant is to run with the land hereinabove described and to be binding upon the grantee, his heirs and assigns, as long as the Boston and Maine Railroad operates at Madison, New Hampshire.

By the acceptance of this deed said Willis G. Lyman hereby covenants and agrees for himself, his heirs and assigns, to build and maintain a suitable fence along the northeasterly and southwesterly sides of said parcel for the benefit of the remaining land of the grantor, if such fence is ever required by the grantor at any time hereinafter. This covenant is to run with the land hereinabove described and to be binding upon the grantee, his heirs and assigns, as long as the Boston and Maine Railroad operates trains at said Madison.

Said Willis G. Lyman for himself, his heirs, executors, administrators and assigns, in consideration of the foregoing conveyance, does hereby release and agrees to save harmless said

Boston and Maine Railroad, from any and all claims for damage to the property above conveyed and to any structures or property erected or placed thereon, which may arise on account of or be in any way referable to the elimination of the existing grade crossing at said Highway and the tracks of said Railroad adjoining said premises, and further agrees that no proceedings shall ever be brought against the said Railroad for such damages, by said Willis G. Lyman, his heirs, executors, administrators or assigns, or by any other person or corporation claiming by, through or under them; it is further covenanted and agreed that the foregoing covenants are to be covenants running with land above conveyed and are to be binding upon said Willis G. Lyman, his heirs and assigns, forever.

Said Boston and Maine Railroad hereby covenants and agrees for itself, its successors and assigns, to indemnify and save harmless said grantee, his heirs and assigns from and against any and all loss, cost, damage or expense and from and against any and all claims or suits for property damage, personal injury or death arising out of or in any way attributable to the use by the grantor, its successors, patrons or invitees, of said depot building, driveway or station platforms.

Said Boston and Maine Railroad hereby covenants and agrees for itself, its successors and assigns, to keep said station platforms and driveway in repair and to remove ice and snow therefrom and apply sand to same when necessary, in so far as necessary for use by its patrons and invitees, without expense to the grantee, his heirs and assigns.

TO HAVE AND TO HOLD the above described premises with all the privileges and appurtenances thereto belonging, to the said Willis G. Lyman, his heirs and assigns, to their own use and behoof forever, but upon the express conditions however, that until said grantor abandons passenger service at said Madison, said grantee, his heirs and assigns shall provide to the grantor, for the accommodation of and use by said grantor, and its patrons, a suitable waiting room in said depot building, and heat and light in and to such waiting room during present business hours, Monday through Friday, when passenger trains operate in and out of said Madison; all of the foregoing, waiting room, heat and light, shall be without charge to said grantor and its patrons.

In the event of breach of any or all of the foregoing conditions, then the grantor shall have the right, but not the obligation, to enter upon any portion or all of the premises hereby conveyed and take possession of the same and upon such entry and repossession the premises shall revert to and become the property of the grantor, and the filing of a certificate in the Registry of Deeds for the section of the County in which the land lies, shall be conclusive evidence of such entry and repossession of the premises affected thereby. Provided however, that in the event of breach of any of said conditions, the grantor shall give the

grantee, his heirs or assigns, written notice of such breach by posting on said premises or by registered mail, return receipt requested, at least ten (10) days prior to any entry or repossession of said premises, in order that the grantee, his heirs or assigns, may remedy said breach to the end that the conditions herein set forth shall be fully complied with by the grantee his heirs and assigns, such written notice to be mailed to said premises; otherwise, any such entry and repossession for breach of the aforesaid conditions, shall be null and void. The waiver by the grantor of any breach of any or all of the foregoing conditions shall be limited to the particular instance involved and shall not operate or be deemed to be a release of said conditions or a waiver of any future, succeeding or continuing breach of the same or in any way affect the right of re-entry for condition broken herein provided for.

Provided however, that the said express conditions shall terminate if and when the grantor abandons passenger train operations through said Madison.

By the acceptance of this deed the grantee hereby acknowledges that the foregoing restrictions, exceptions, conditions, covenants and agreements are part consideration therefor, and that he and his heirs, executors, administrators and assigns, will be bound by said restrictions, exceptions, conditions, covenants and agreements in the same manner as if he had conveyed such rights to said Boston and Maine Railroad.

Meaning and intending to convey all of the said premises conveyed to Edward W. and Joan B. Lyman by deed of Willis G. Lyman, Jr. and Charlotte M. Fortier, dated June 4, 1982 and recorded at the Carroll County Registry of Deeds at Volume 855, Page 150.

Executed this 13th day of December, 1994.

Alexandra Cook  
Witness

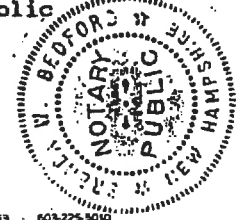
Joan B. Lyman  
Joan B. Lyman

STATE OF NEW HAMPSHIRE  
COUNTY OF Carroll

Before me, personally appeared Joan B. Lyman, and acknowledged the foregoing instrument to be her free act and deed on this 13th day of December, 1994.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
REAL ESTATE TRANSFER TAX  
\$ THOUSAND \$ HUNDRED AND 40 DOLLARS  
01/06/1995 163897 \$ \*\*\*\*\*40.00  
VOID IF ALTERED

OFFICE USE  
BERNICE M. BEDFORD  
NOTARY PUBLIC  
My Comm. Expires Jan 11, 2000



BM-002 PAR 885