

of Drew seven hundred eighty-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. F. Kerwin Eng'r. of Design December, 1956." to be recorded herewith, a copy of which is here- to attached, to which reference is hereby made for a further description of the premise hereby conveyed.

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

Said Boston and Maine Railroad hereby reserves unto itself the right to install, maintain and use additional tracks and signals on, across and through said parcel and to operate with locomotives, trains and cars on said last mentioned tracks and to enter upon said parcel from time to time and at any and all times to repair, renew, replace and remove said tracks and signals; the rights herein reserved in this paragraph to terminate when said Boston and Maine Railroad 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 Marlon 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 or himself, his heirs and assigns, to forthwith convey to George Chick of said Madison

of 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

3. 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 hereafter. 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 the land above conveyed and are to be binding upon said Willis G. Lyman, his heirs and assigns, forever.

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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

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forth shall be fully complied with by the grantee, his heirs and assigns, such written notice to be addressed to the grantee, his heirs or assigns, and if sent by registered mail 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.

IN WITNESS WHEREOF on the day and year first above mentioned, the said Boston and Maine Railroad has caused these presents to be executed and its corporate seal to be hereto affixed by G. F. Glacy, a Vice President, thereunto duly authorized, and the said Willis G. Lyman has hereto set his hand and seal.

Signed and Sealed in presence of

*J. M. Carleton*

BOSTON AND MAINE RAILROAD,

By *G. F. Glacy*  
Vice President

Signed and Sealed in presence of

*Walter B. Smith*

*Willis G. Lyman*

The consideration for this conveyance does not exceed One Hundred Dollars.

6.

COMMONWEALTH OF MASSACHUSETTS

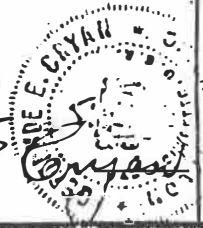
County of Suffolk

On this *29th* day of *March*, 1957, before me,

*Bertrude E. Conyan*, the undersigned officer, personally appeared G. F. Glacy, who acknowledged himself to be a Vice President of Boston and Maine Railroad, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

In witness whereof I hereto set my hand and official seal.

*Bertrude E. Conyan*  
Notary Public



R 41-60-5

Land in  
**MADISON, N.H.**  
Boston and Maine Railroad to  
Wills G Lyman  
J. F. Kamin Ingt of Design  
Scale 1/4" = 100' December, 1956

Map 60 Pt Pels 7 and 8

Received Apr. 1, 2:20 PM 1957  
Recorded by /s/ Lee T Gray  
Office of State of Deeds

DEED OF WARRANTY

I, Mark F. Birch of North Conway in the Town of Conway, Carroll County, State of New Hampshire, for consideration paid, grant to Robert W. Knapp and Betty Knapp as JOINT TENANTS with rights of survivorship, of said North Conway, Carroll County, New Hampshire, with WARRANTY covenants, certain parcels of land situated in the Village of North Conway, in the Town of Conway, County of Carroll, and State of New Hampshire, more particularly bounded and described as follows:

Those two certain tracts or parcels of land, hereinafter referred to as Tract (1) and Tract (2), with the buildings thereon, situate in the southerly part of the Village of North Conway, in the Town of Conway, County of Carroll and State of New Hampshire, bounded and described as follows:

Tract (1) Beginning at the Southwest corner of the house lot now or formerly of Benjamin Chamney, thence South seventy-five (75) degrees, fifty-five (55) minutes East, nineteen (19) rods; thence South six (6) degrees seven (7) minutes East, seven (7) rods and thirteen (13) links, thence South seventy-eight (78) degrees East, twelve (12) rods and four (4) links, thence North one (1) degree, thirty (30) minutes East, twenty-one (21) rods and five (5) links; thence South seventy-seven (77) degrees, fifteen (15) minutes East, thirty-nine rods and four (4) links, thence South thirty-three (33) degrees East, thirty-seven (37) rods, eleven (11) links, thence South eighty-six (86) degrees, forty-nine (49) minutes West, eighty-six (86) rods and twenty (20) links to the main highway leading through North Conway Village bringing into line an Elm tree standing about two (2) rods Easterly of the East line of said highway; thence by the East line of said highway Northerly about thirty-seven (37) rods and eleven (11) links to the bound begun at.

Tract (2) Beginning at the Southwest corner of the house lot now or formerly owned by the Estate of Louis Jones, on the East side of Main Street; thence Southerly on said Street fifty (50) rods to a stone monument twenty-five (25) feet below an Elm tree; thence Easterly a parallel line with the South line of said Jones' Lot to the line of the Maine Central Railroad; thence Northerly by the line of said Railroad Company's land to the Southeast corner of said Jones' Lot; thence Westerly by the South line of said Jones' Lot to the first bound, containing thirty (30) acres, more or less. Excepting and reserving, however, a certain tract or parcel of land, bounded and described





