

**AGREEMENT INFORMATION
STATE OF NEW HAMPSHIRE
AND
TOWN OF MADISON**

MADISON

CARROLL COUNTY REGISTRY

RIGHT-OF-WAY PRESERVATION AGREEMENT

THIS AGREEMENT made and entered into this 20th day of June, 1990, by and between the State of New Hampshire (hereinafter called "State") acting by and through its Commissioner of the Department of Transportation (hereinafter referred to as "Commissioner") and the Town of Madison, New Hampshire (hereinafter called "Town"), witnesseth:

WHEREAS, the Town has acquired from the Boston and Maine Corporation (hereinafter referred to as "B&M") by deed dated February 6, 1987, all of the right, title and interest in and to certain rail property in Madison, New Hampshire described as a portion of the so-called Conway Branch extending northerly from the Tamworth-Madison town line at Engineering Station 2969+56 as shown on Valuation Section 4.1 - Map 57 to the Madison-Albany town line at Engineering Station 3412+57 as shown on Valuation Section 4.1 - Map 65 (hereinafter called "right-of-way") and as recorded in Volume 1215, Page 480 of the Carroll County Registry of Deeds; and

WHEREAS, the State of New Hampshire supports the preservation of abandoned railroad rights-of-way that have strong potential for future transportation or other public uses; and

WHEREAS, the Town is willing to preserve and perpetuate an unobstructed land corridor for future railroad, alternative mass transportation or recreational use, upon condition that the State relieve the Town from any civil liability for any personal injury or property damage occurring on said right-of-way.

NOW THEREFORE, in consideration of the agreements and covenants of the parties hereto, it is mutually agreed as follows:

1. The Town agrees to perpetually preserve the entire portion of the Conway Branch, so-called, lying within the Town for railroad use and is held for the continuation of the railroad easement.

CARROLL COUNTY
REGISTRY

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Heleen C. Brooks

REGISTER OF DEEDS

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BK 1421 PG 532

2. The Town agrees that it will not erect, nor suffer to be erected, any permanent structures within the right-of-way without prior approval by the State.

3. The Town agrees to submit for review and approval all proposed plans for construction of any permanent structure to be located within the right-of-way to the Railroad Administrator, Department of Transportation, John O. Morton Building, Concord, New Hampshire 03302.

4. The Town agrees that the right-of-way shall not be used for any purpose that would unreasonably limit the ability to restore rail service over the right-of-way at minimum cost if such service were to be required in the future.

5. The Town agrees that any portion of the right-of-way offered for sale shall be offered to the State which shall have the right to match any verifiable bona fide offer made for such property.

6. The Town agrees that all track and bridges still in place will remain intact.

7. The Town agrees that said right-of-way may be used for recreational purposes in conjunction with the statewide trail system provided for in RSA 216-F, subject to its being made available for rail use if necessary.

8. The State agrees to relieve and hold harmless the Town from civil liability for any personal injury or property damage occurring within said right-of-way.

9. The State agrees to seek appropriate authorization to take whatever steps may be necessary to acquire absolute fee simple title ownership of any parcel making up the right-of-way to which the Town lacks clear title, and which will ensure the continuity of the right-of-way.

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10. This Agreement shall be binding upon the successors and assigns of each of the parties hereto.

11. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

THEREFORE, IN WITNESS WHEREOF, in consideration of the covenants set forth herein, State and Town have caused this Agreement to be executed by their duly authorized agents on the day and year first written above.

In the presence of:

Margery Meade
Virginia W. Perreault
Virginia W. Perreault

TOWN OF MADISON
By Its Board of Selectmen

J. P. O'Brien
Guinevere M. Hayes
H. A. Bell

In the presence of:

John W. Clement

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

By: Robert S. Dunt
Director

ATTORNEY
GENERAL

This is to certify that the above Right-of-Way Preservation Agreement has been reviewed by this office, and is approved as to form and execution.

Dated 25 June 1990

Nicholas Court
ASSISTANT ATTORNEY GENERAL

Approved by Governor and Executive Council July 11, 1990

Attest: Robert P. White
Secretary of State - Deputy

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