

**AGREEMENT INFORMATION  
STATE OF NEW HAMPSHIRE  
AND  
DONALD AND ANN MCGARITY**

**MADISON**

**CARROLL COUNTY REGISTRY**

AGREEMENT

The State of New Hampshire Department of Transportation, P.O. Box 483, Concord, N.H. 03301 (hereafter the State) and Donald and Ann McGarity of Tamworth, New Hampshire (hereafter the McGaritys), for and in consideration of the promises made herein, do hereby enter into this agreement, this 25<sup>th</sup> day of October, 1997.

WHEREAS, the McGaritys are the owners of certain land in the town of Madison, County of Carroll, State of New Hampshire, by virtue of a deed executed by Mary F. Hewes and recorded at Book 1042, Page 49, Carroll County Registry of Deeds (CCRD), being comprised partially of property transferred by the State of New Hampshire to J. Donald Hayes and Dorothy V. Hayes by a deed recorded at Book 487, Page 116, CCRD, and

The State of New Hampshire is the owner of a certain railroad corridor, in the same town of Madison, by virtue of a deed executed by the Selectmen of the Town of Madison and recorded at Book 1599, Page 649, CCRD.

NOW THEREFORE,

A) The State agrees that:

1. It will convey to the McGaritys, their successors and assigns, with quitclaim covenants, all its right, title, and interest to that part of the corridor which lies both:

a) within the bounds of the property described in the above-mentioned deed from Mary F. Hewes to the McGaritys, and

b) westerly of a line parallel to, and fifteen (15) feet westerly of, the center line of the existing railroad track.

2. It will convey to the McGaritys, their successors and assigns with quitclaim covenants, with the reservation noted below, all of its right, title and interest to that part of the corridor which lies both:

a) within the bounds of the property described in the above-mentioned deed from Mary F. Hewes to the McGaritys, and

b) easterly of a line parallel to, and fifteen (15) feet easterly of, the center line of the existing railroad track,

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Jenson J Brackett, Deputy  
REGISTER OF DEEDS

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EXCEPT THAT, upon receipt by the McGaritys, or their successors or assigns, of written notice from the State, or its successors or assigns, that it intends in good faith to commence railroad service on said corridor within 30 days, the last-described portion of the corridor (except for the existing dock, which will remain the exclusive property of the McGaritys or their successors or assigns) shall revert to the State, or its successors or assigns, as a railroad easement.

3. It will convey to the McGaritys, their successors and assigns, with quitclaim covenants, all of its right, title, and interest to the land underlying that portion of the building known as the Lakeside General Store, which lies within 15 feet of the center line of the existing railroad track, until (1) that part of the building is removed or destroyed, or until (2) the McGaritys, or their successors or assigns, receive the notice described in the preceding paragraph, whichever occurs first; at which time said portion of the corridor shall revert to the State, or its successors or assigns, as a railroad easement.

4. It will guarantee to the McGaritys, their successors and assigns, the right to cross the railroad track in the vicinity of the Lakeside General Store, until the McGaritys, or their successors or assigns, receive the notice described in the last sentence of paragraph (2) above, at which time said right shall cease, except as crossing may be permitted by the railroad crossing statutes or regulations in effect at that time.

B) The McGaritys agree that:

5. They will convey to the State, its successors and assigns, with quitclaim covenants, a railroad easement including all land within fifteen (15) feet of the center line of the existing railroad track where it traverses the property described in the deed from Mary F. Hewes to the McGaritys, with the exception of the portion described in paragraph (3) above.

6. Inasmuch as this agreement is made pursuant to RSA 228:60-c, they, their successors and assigns will guarantee to the State the right to use said easement for the purposes listed in RSA 216-F:2,

EXCEPT THAT no motorized vehicles other than snowmobiles will be permitted to use said easement, until such time as the notice described in the last sentence of paragraph (2) above is received.

7. They, their successors and assigns will make no improvements on, or expand their use of, the land within and to the east of the railroad easement. The existing dock will not be enlarged except as allowed by the rules and regulations of the New Hampshire Wetlands Bureau or its successor.

8. They will pay the sum of \$20,000.00 to the State, immediately upon the sale by them of the Lakeside General Store and/or its associated land, and their receipt of the proceeds of that sale.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above by their duly authorized representatives.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

By: Nicholas Cort  
Nicholas Cort  
Assistant Attorney General

Donald McGarity  
Donald McGarity

Ann McGarity  
Ann McGarity

Approved as to form and execution this 20<sup>th</sup> day of Aug, 1997.

BM 1 / 33 Fu 8 / 9

CERTIFIED A TRUE COPY ATTEST  
William A. Boudreau  
WILLIAM A. BOUDREAU, Notary Public  
My Commission Expires February 1, 2000