ADDITIONAL INFORMATION REAL COVENANT MARY SARGENT/CAMP SE-SA-MA-CA

RAYMOND ROCKINGHAM COUNTY REGISTRY The State of New Hampshire, (hereinafter "State) acting by and through the Commissioner of Public Works and Highways and under an Agreement between the State of New Hampshire and Mary Sargent and Camp Sc-Sz Ma-Ca, Inc., dated October 28 ______, 1985, does hereby make the following Promise and Covenant with Mary Sargent, and Camp Se-Sa-Ma-Ca., Inc. and its and her heirs and agsigns, (hereinafter "Camp") concerning and running with certain land. The parties intend this convenant to be written, to touch and concern the land, and to bind successors and assigns.

The land to which this convenant runs is that land identified in the Deed of Conveyance from Boston & Maine Corporation to the State of New Hampshire dated September 15, 1986 and recorded in the Rockingham County Registry of Deeds at Volume 2639, Page 2978 (the "land").

It is the intention of the parties to agree and covenant as follows:

1. The land may be used by the State for any public transportation purpose and for any communication or commodity transportation purpose; the State will make a good faith effort to implement the above in a manner that minimizes to the extent possible any adverse effect upon camp activities.

- 2. The land may also be used for any other purpose, excepting those recited below, which Camp consents to, which consent will not be unreasonably withheld.
- 3. The land shall not be used by the State for any purpose other than those recited above, during the spring, summer, and thumn seasons, except as provided in paragraph 3, which would materially disrupt the operations of the Camp or its private property interest, or would allow any member of the public to be upon the land.
- 4. The land may be used by the State during the winter, or such longer time as snow exists on the land to a depth of six inches, to allow public winter recreational activities, such as snowmobiling, snowshoeing and cross-country skiing.
- 5. The State shall maintain barriers in good and sufficient condition to obstruct passage to those who might violate the within restrictions, and post notices to alert the public to said restrictions. Said barriers shall be put in place at the end of the period identified in paragraph 3 and removed at the beginning of such period.
- 6. The land may be timbered by Mary Sargent, any benefit from which shall remain the sole right of Mary Sargent, and she agrees to restore any damage to the State's facilities including disturbances to the ditchlines and ground surface to a condition equal to or better than prior to the execution of

this instrument at her own expense and to the State's satisfaction and to indemnify and hold harmless the State from any liability whatsoever associated with said timbering and restoration operations.

IN WITNESS WHEREOF, on this 18th day of Octobre,
1985 the State and Camp have caused their names to be
subscribed by a duly authorized official.

STATE OF NEW HAMPSHIRE

Witness Aulife

Commissioner of Public Works and Highways

STATE OF NEW HAMPSHIRE COUNTY OF MCCIMOCK

Notary Public/Justice of the Peace

Witness -

Mary T Sargent

STATE OF NEW HAMPSHIRE

Subscribed and sworn to before me, the undersigned officer, this _______, 1985.

Watery Du Sic/Justice of the Peace

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BK2650 P1867

CAMP SE-SA-MA-CA, INC.

Witness

By: Mary T. Sargint, President

STATE OF NEW HAMPSHIRE COUNTY OF

Subscribed and sworn to before me, the undersigned officer, this day of _________, 1985.

Notate Printed Justice of the Peace

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