

STATE LAND RECORD

GRANTOR	The Trustees of Dartmouth College	DATE OF DEED	April 21, 1964
		DATE OF RECORD	June 4, 1964
GRANTEE	State of New Hampshire	CHARACTER	W. L. 17
		BOOK	481 PAGE 209
CONSIDERATION	\$150,000.00 (see other state land record)	COUNTY	Coos
		TREAS. BOOK	11 PAGE 86

DESCRIPTION

Tract I

A certain tract or parcel of land, with the buildings thereon, located in Sargent's Purchase, in the County of Coos, State of New Hampshire, bounded and described as follows:

All that portion of the summit of Mount Washington which is included within the circle described by a radius fifty (50) rods in length, the center of which is an iron pin set in the ledge, three and nine tenths (3.9) feet northeast from the northeasterly corner of the Stage Office, so-called.

Being Exception #4 in a Petition for Condemnation filed in U. S. A. v. Conway Lumber Co., et als, dated October 18, 1915 and recorded in the Coos County Registry of Deeds in Volume 176 at Page 99. For further title reference see deed of Sylvester Marsh to Mount Washington Railway Company, dated May 10, 1866 and recorded in said Registry, Burnt Records, Book 8, Page 117; and deed of David Pingree, et als, to Mount Washington Railway Company, dated April 30, 1894, recorded in said Registry, Volume 68 at Page 310; and Tract II in deed of Mount Washington Summit House, Inc. to the Trustees of Dartmouth College, dated November 16, 1962 and recorded in said Registry, Volume 474 at Page 2.

Tract II

A certain tract or parcel of land, with the buildings thereon, situated in said Sargent's Purchase, bounded and described as follows:

Commencing at a point on the easterly side line of the right of way of the Mount Washington Railway Company, said point being located at right angles from a point in the center line of location of said Railway, three hundred forty-seven (347) feet northwesterly, measuring along said center line, from a point in said center line opposite the Lizzie Bourne Monument; thence North 68° East, four hundred thirty-seven (437) feet; thence South 22° East, one thousand (1000) feet; thence South 68° West, four hundred thirty-seven (437) feet to a point fifty (50) rods easterly from an iron pin on the summit of Mount Washington at the center of Tract I; thence northwesterly by said circular tract about six hundred nineteen (619) feet to the easterly side of the location of said railway; thence northwesterly by said side line about four hundred nine (409) feet to the point of beginning.

Being Exception #5 to said Petition for Condemnation. For further title reference see deed of Conway Company to Mount Washington Railway Company, dated March 15, 1910 and recorded in said Registry, Volume 153 at Page 150; and Tract III in deed of Mount Washington Summit House, Inc. to Trustees of Dartmouth College, dated November 16, 1962 and recorded in said Registry, Volume 474 at Page 2.

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Also hereby conveyed is the Mount Washington Observatory Building and the land on which said building stands, together with a right of way to said Mount Washington Observatory Building

Also conveying to the grantee a right of way for travel by motor vehicle or on foot, in common with the grantor and others, over and across the premises conveyed by the grantor to Marshfield, Inc., by deed dated November 20, 1962 and recorded in said Registry, Vol. 474 at Page 5.

Excepting and excluding from Tracts I and II the following described tracts, with the buildings and improvements thereon:

(A) Beginning at a point halfway between the Tip Top House and the so-called Yankee Network Building, measured at the shortest distance between said buildings; thence running westerly by a line parallel with the northerly side of the Yankee Network Building to a point two hundred (200) feet beyond the point where said line intersects the extension northerly of the line of the westerly side wall of said Yankee Network Building; thence turning a right angle and running southerly to the boundary of Tract I, a distance of approximately seven hundred (700) feet; beginning again at the original point of beginning and running easterly to a point ten (10) feet north of the Mount Washington Observatory steps; thence still easterly by a line parallel to the northerly side of the Observatory building to the border of the parking area, a distance of approximately two hundred (200) feet; thence turning at a right angle and running to the boundary of Tract I, a distance of approximately seven hundred fifty (750) feet; thence by a line curving to the right and having a radius of eight hundred twenty-five (825) feet, being the boundary of Tract I, to the southerly end of the line already referred to as being approximately seven hundred (700) feet; the premises containing approximately nine (9) acres.

Together with the land on which the tanks, pump house and pump formerly owned by the Yankee Network, Incorporated stand, and sufficient land adjacent thereto for such larger or additional tanks as the successor to the Yankee Network, Incorporated may require for the conduct of its business.

Excluding from the premises described above as (A) the Mount Washington Observatory Building and the land on which said building stands.

Meaning and intending to except and exclude the premises leased, together with the rights granted, to the Yankee Network, Incorporated, by Mount Washington Club, dated June 7, 1944 and recorded in said Registry, Volume 328 at Page 330.

Reserving to the Grantor, its successors and assigns, a right of way over and across Tracts I and II by vehicle and on foot to the premises reserved.

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(B) Beginning at an iron pin driven in the ground, which pin is located twenty-five (25) feet northeast of the center cog of the Mount Washington Railway as now located and constructed, and twenty-five (25) feet east of the northeast corner of the Summit House Building; thence northerly on a line which is parallel to the north side of the Summit House a distance of eighty (80) feet to a point; thence easterly on a ^{line} parallel to the line of the center cog of said Railway a distance of two hundred (200) feet; thence southerly on a line parallel to the first mentioned bound a distance of eighty (80) feet; thence westerly on a line parallel to, and twenty-five (25) feet from, the line of the center cog of said Railway, to the point of beginning.

Meaning and intending to describe the premises described in deed of even date from the Grantor to Marshfield, Inc.

Tracts I and II are conveyed subject to the following leases, conditions, reservations, easements, exceptions, restrictions and rights; and all other rights and easements, whether by grant, reservation or prescription:

(1) The Lease from Mount Washington Summit House, Inc. to Mount Washington Observatory dated March 14, 1958 and recorded in said Registry in Volume 436 at Page 219.

(2) The Agreement between Dartmouth College and Aeronautical Radio, Inc., to lease, until October, 1964, certain space for the maintenance of three antennas on the summit of Mount Washington.

(3) That the premises described above as Tracts I and II shall not be used for aural or visual broadcasting.

(4) The rights and property reserved to the Mount Washington Summit Road Co. in deeds of David Pingree, et als, to Mount Washington Railway Company, dated April 15, 1894 and recorded in said Registry in Volume 68 at Page 310, and of the Conway Company to Mount Washington Railway Company dated March 15, 1910, and recorded in said Registry, Vol. 153 at Page 150; and deed of Robert Osgood to Mount Washington Summit Road Company, dated May 14, 1906 and recorded in said Registry, Volume 132 at Page 347, and Agreement dated September 27, 1955 between Mount Washington Summit Road Company and Mount Washington Summit House, Inc., which Agreement is recorded in said Registry, Vol. 419 at Page 117.

(5) The right of way and rights to maintain and repair pipelines and water tanks of the Mount Washington Railway Company as more particularly described in deed of Trustees of Dartmouth College to Marshfield, Inc. dated November 20, 1962 and recorded in said Registry, Volume 474 at Page 7, to which deed reference is made for a more particular description.

(6) The rights of the passengers, guests, and employees of the Mount Washington Road Company and the Mount Washington Railway Company, and of the students and faculty of educational institutions, and of hikers,

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skiers and other members of the general public, to pass and repass, in common with others, over and across the premises described above which are not occupied by buildings or other structures for the purpose of scientific research and for the purpose of obtaining a view from and observing the summit of Mount Washington.

(7) The right of way conveyed by the grantor to Marshfield, Inc. by deed of even date over and across Tracts I and II by vehicle and on foot, and the right to construct wires for the transmission of electricity and pipelines for water and fuel oil over and across Tracts I and II, together with the right to maintain, replace and repair such pipelines and transmission lines.

(8) Reserving to the grantor the rights and easements of Yankee Network, Inc. set forth in a lease from Mount Washington Club to the Yankee Network, Incorporated, dated June 7, 1944, to maintain, repair, replace and construct wires for the transmission of electricity, pipelines between the premises excepted as (A) above and the tank farm also excepted as (A) above, and pipelines between said tank farm and The Carriage Road, in each case in substantially the location of those now existing, but not limited to the number now existing, also reserving to the grantor the rights granted to General Teleradio, Inc. in Agreement dated January 25, 1955 between Mount Washington Summit House, Inc. and General Teleradio, Inc., which is recorded in the Coos County Registry of Deeds, in Vol. 412 at Page 64, to which reference is made for a more particular description.

The grantor also conveys to the grantee the right to purchase the premises excepted and excluded above as (A) together with the rights of the grantor in aural and visual broadcasting from the premises described above as Tracts I and II, in accordance with the following conditions; In the event that the grantor desires to sell the premises excepted and excluded as Tract (A) and/or the rights of the grantor in aural and visual broadcasting from the premises described as Tracts I and II above, the grantor shall give written notice to the grantee setting forth the purchase price offered for such premises and/or rights by a bona fide purchaser. If the grantee desires to purchase said premises and/or rights at such offered purchase price it must, within 60 days of the date of said written notice was deposited in the U. S. Mail, registered give written notice of its intent to purchase said premises and/or rights and make a tender of said purchase price in case or by grantee's check to grantor, otherwise this right to purchase shall be terminated and **ended**. Written notice addressed to the Governor of the State of New Hampshire, State House, Concord, N. H., and deposited in the U. S. Mail, registered, postage prepaid, shall constitute compliance with all notice requirements on behalf of the grantor. Written notice addressed to Treasurer, Dartmouth College, Hanover, N.H., and deposited in the U. S. Mail, registered, postage prepaid, accompanied by the amount of the purchase price as above provided, shall constitute compliance with all notice and tender requirements on behalf of the grantee.

Mt. Washington

STATE LAND RECORD

GRANTOR	Trustees of Dartmouth College	Assignment of lease: DATE OF DEED 4/21/1964
		DATE OF RECORD 6/4/1964
GRANTEE	State of New Hampshire	CHARACTER ER Assignment of lease
		BOOK 481 PAGE 208
CONSIDERATION	150,000.00 (see other state land record)	COUNTY Coos
		TREAS. BOOK 11 PAGE 86

DESCRIPTION

ASSIGNMENT OF LEASE:

For value received, the Trustees of Dartmouth College, a corporation duly existing under the laws of the State of New Hampshire, and having its principal place of business in Hanover, County of Grafton, State of New Hampshire, hereby sells, assigns and transfers to the State of New Hampshire all of its right, title and interest in and to a certain lease dated March 14, 1958 by and between Mount Washington Summit House, Inc. and the Mount Washington Observatory, which lease is recorded in the Coos County Registry of Deeds, in Volume 436, Page 219. Mount Washington Summit House, Inc. assigned said lease to the Trustees of Dartmouth College by written assignment dated November 16, 1962.

TRUSTEES OF DARTMOUTH COLLEGE

BY S/ John F. Meck
Treasurer

April 21, 1964

Seal

Dartmouth College
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DARTMOUTH COLLEGE
OFFICES OF ADMINISTRATION
HANOVER · NEW HAMPSHIRE

JOHN F. MECK
Treasurer and Vice President

March 23, 1964

DARTMOUTH COLLEGE PROPOSAL
TO THE STATE OF NEW HAMPSHIRE

Dartmouth College makes the following proposal to the State of New Hampshire concerning the properties owned by Dartmouth College at the summit of Mount Washington, in Sargent's Purchase.

A. Dartmouth College will convey to the State of New Hampshire, in accordance with the terms hereinafter set forth, the real estate now owned by Dartmouth College at the summit of Mount Washington, more particularly described as Tracts II and III in deed of Mount Washington Summit House, Inc. to Dartmouth College dated November 16, 1962 and recorded in the Coos County Registry of Deeds in Volume 474 at Page 2, subject to the provisions of subparagraphs 1 and 2 of this Paragraph A, and which real estate includes the Mount Washington Observatory Building and the land on which it stands. Dartmouth will also convey to the State of New Hampshire a right of way to the Mount Washington Observatory Building and the rights of way, to be used in common with others, reserved in deed from Trustees of Dartmouth College to Marshfield, Inc. dated November 20, 1962 and recorded in said Registry in Volume 474 at Page 5.

1. The above described property is to be conveyed subject to the following exceptions and exclusions:

(a) The land, buildings and appurtenances leased by Mount Washington Club, Inc. to the Yankee Network, Incorporated by lease dated June 7, 1944, and recorded in the Coos County Registry of Deeds in Volume 328 at Page 330. Dartmouth College reserves to itself, and its successors and assigns, all necessary rights of way to the land, buildings and appurtenances originally leased to the Yankee Network, Incorporated.

(b) The land and structures bounded and described as follows: Beginning at an iron pin driven in the ground, which pin is located twenty-five (25) feet northeast of the center cog of the Mount Washington Railway as now located and constructed, and twenty-five (25) feet east of the northeast corner of the Summit House Building; thence northerly on a line which is parallel to the north side of the Summit House a distance of eighty (80) feet to a point; thence easterly on a line parallel to the line of the center cog of said Railway a distance of two hundred (200) feet; thence southerly on a line parallel to the first mentioned bound a distance of eighty (80) feet; thence westerly on a line parallel to, and twenty-five (25) feet from the line of the center cog of said Railway, to the point of beginning. Which exclusion is in accordance with a lease dated the 20th day of November, 1962 between Dartmouth College and Marshfield, Inc., and recorded in said Registry in Volume 474 at Page 8.

2. The above described property is to be conveyed subject to the following conditions, restrictions, leases, reservations and exceptions:

(a) The right of way of Mount Washington Railway Company across a portion of said premises, as more particularly described in deed from Trustees of Dartmouth College to Marshfield, Inc. dated November 20, 1962 and recorded in Coos County Registry of Deeds in Volume 474 at Page 7.

(b) The conditions, restrictions, rights of way, reservations and exceptions contained in the above mentioned lease to the Yankee Network, Incorporated, as modified by Agreement between Mount Washington Summit House, Inc. and General Teleradio, Inc. dated January 25, 1955 and recorded in said Registry in Volume 412, at Page 64.

(c) The lease between Mount Washington Summit House, Inc. and Mount Washington Observatory dated March 14, 1958 and recorded in said Registry, Volume 416, at Page 219.

(d) An agreement between Dartmouth College and Aeronautical Radio, Inc. to lease, until October 1, 1964, certain space for the maintenance of three antennas on the summit of Mount Washington.

(e) The easements and rights of way to be conveyed by Dartmouth College to Marshfield, Inc. in connection with the premises excluded above in 1. (b), a right of way to said premises over and across the premises Dartmouth College will convey to the State of New Hampshire, by vehicle and on foot, together with rights to construct wires for the transmission of electricity and pipelines for water and fuel oil, and the right to maintain, replace, and repair such transmission lines and pipelines.

(f) The rights of the Mount Washington Summit Road Company in and to the building on said premises known as "The Stage Office", and other rights of the Mount Washington Summit Road Company in deeds recorded in said Registry in Volume 68 at Page 310, Volume 153 at Page 150, and Volume 132 at Page 347, and in Agreement dated September 27, 1955, between Mount Washington Summit House, Inc. and Mount Washington Summit Road Company.

(g) That the above described property to be conveyed shall not be used for aural or visual broadcasting.

B. Title to said properties is to be delivered free and clear of all encumbrances upon delivery of deed, except as set forth in this proposal and except that such conveyance shall be subject to all easements, conditions, restrictions, reservations, exceptions and rights previously granted to the Mount Washington Railway Company, Mount Washington Road Company and Marshfield, Inc., and subject to all easements, whether by grant, reservation or prescription, for passing over and across said tracts on foot or by vehicle, for roads, cog railway, utilities, tanks and pipelines, and the right to enter to maintain such utilities, tanks and pipelines, roads and cog railway.

C. Dartmouth College also conveys to the State of New Hampshire the right to purchase the premises excepted and excluded above in Paragraph A. 1. (a) together with the rights of Dartmouth College in aural and visual broadcasting from the premises described in Tracts II and III in deed of

Mount Washington Summit House, Inc. to Dartmouth College dated November 16, 1962 and recorded in the Coos County Registry of Deeds in Volume 474 at Page 2 in accordance with the following conditions:

In the event that Dartmouth College desires to sell the premises excepted and excluded in Paragraph A. 1. (a) and/or the rights of Dartmouth College in aural and visual broadcasting from the premises described as Tracts II and III in the above mentioned deed, Dartmouth College shall give written notice to the State of New Hampshire setting forth the purchase price offered for such premises and/or rights by a bona fide purchaser. If the State of New Hampshire desires to purchase said premises and/or rights at such offered purchase price it must, within sixty (60) days of the date said written notice was deposited in the United States mail registered, give written notice of its intent to purchase said premises and/or rights and make a tender of said purchase price in cash or by check of the State of New Hampshire to Dartmouth College, otherwise this right to purchase shall be terminated and ended. Written notice addressed to the Governor of the State of New Hampshire, State House, Concord, New Hampshire and deposited in the United States mail registered postage prepaid, shall constitute compliance with all notice requirements on behalf of Dartmouth College. Written notice addressed to the Treasurer, Dartmouth College, Hanover, New Hampshire and deposited in the United States mail registered postage prepaid, accompanied by the amount of the purchase price as above provided, shall constitute compliance with all notice and tender requirements on behalf of the State of New Hampshire.

D. The price at which these properties are offered to the State of New Hampshire, on the basis outlined above, is \$150,000.00, payable in cash to Dartmouth College, on or before delivery of a deed to the State of New Hampshire.

E. It is an express condition of this offer, and a condition of the sale of these properties, if such offer is accepted, that the State of New Hampshire will make the summit of Mount Washington available to the faculty and the students of Dartmouth College and other educational institutions for the purpose of study and research without charge, and will allow full access to the summit of Mount Washington to passengers of the Mount Washington Road Company and the Mount Washington Railway Company, and to hikers, campers, and other members of the general public, subject only to such restrictions as may be reasonably necessary to safeguard the property of the State of New Hampshire.

F. In making the above offer to the State of New Hampshire, Dartmouth College reserves the right to withdraw such offer, in whole or in part, and/or to modify the same at any time.

TRUSTEES OF DARTMOUTH COLLEGE

By 
Assistant Treasurer

Mt. Washington

STATE LAND RECORD

GRANTOR	Trustees of Dartmouth College	Assignment of lease: DATE OF DEED	4/21/1964
		DATE OF RECORD	6/4/1964
GRANTEE	State of New Hampshire	CHARACTER	Assignment of lease
		BOOK 481	PAGE 208
CONSIDERATION	150,000.00 (see other state land record)	COUNTY	Coos
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TRUSTEES OF DARTMOUTH COLLEGE

BY S/ John F. Meek
Treasurer

April 21, 1964

Seal

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Treasurer

April 21, 1964

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