

STATE LAND RECORD

TRACT WASHINGTON, MT # 2
GRANTOR MARSHFIELD, INC DATE OF DEED ~~Sept. 2, 1970~~ 3/23/70
DATE OF RECORD ~~unrecorded~~ 4/7/70
GRANTEE STATE COUNTY COOS
BOOK 527 PAGE 331
CONSIDERATION ~~\$1000~~ NONE CHARACTER EASEMENT
ACRES NONE TREAS. BOOK PAGE
TOWN SARGENT'S PURCHASE

DESCRIPTION

EASEMENT FOR PURPOSES OF ~~CONSTRUCTING~~ CONSTRUCTING WATER
~~A BOLLING ON THE SUMMIT UTILITY LINES~~
AND SEWER LINE.

ALSO UNRECORDED ~~AND~~ AGREEMENT BETWEEN
MARSHFIELD INC AND DRED REGARDING
CONSTRUCTION OF SUMMIT DLOG. DATED
9/2/70

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT, MARSHFIELD, INC. a corporation with its principal office at the Base Station, Mount Washington, N.H., for and in consideration of the sum of one dollar and other valuable consideration, well and truly paid by The State of New Hampshire, the receipt whereof it does hereby acknowledge through Ellen C. Teague, President, Treasurer and Director; and does hereby release to The State of New Hampshire the right to construct a ditch and lay pipe in the Place of Sargent's Purchase, County of Coos, The State of New Hampshire, as shown on a Plan in the records of the Special Services Division, Department of Public Works & Highways, The State of New Hampshire, in the City of Concord, marked "Plans for Construction of Water and Sewerage Improvements at Mount Washington, Sargent's Purchase", Sheet 1 of 5, dated January 26, 1970; and to be recorded in the Coos County Registry of Deeds at Lancaster, N.H.

AND THE CORPORATION DOES HEREBY RELEASE to the said State the right to flow sewage and water through said pipes and to maintain said pipes in repair and enter upon its land at any and all times for the purpose of cleaning out or repairing said pipes, providing, however, that no damage to its land is occasioned by these entries or repairs.

AND IT IS HEREBY A CONDITION of this Easement that The State of New Hampshire will relocate the pipelines if, in the future, Marshfield, Inc. erects a building on their property in a location where the pipeline would interfere with its construction and/or the utilization of the ground owned by the corporation.

IN WITNESS WHEREOF, I, ELLEN C. TEAGUE, President, Treasurer, and Director, of MARSHFIELD, INC., have hereunto set my hand and seal this 23rd day of March, 1970.

Signed, sealed and delivered
in the presence of:

MARSHFIELD, INC.

J.S. Evans

By: Ellen C. Teague L.S.
President

STATE OF NEW HAMPSHIRE COOS SS.

March 23, A.D. 1970

Personally appeared the above-named Ellen C. Teague and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

J.S. Evans
Justice of the Peace.

Received Apr. 7, 8:30 AM 1970
Examined, ATTEST:

William A. B. Hall Register.

Easement
Marshfield, Inc.
to
State of New
Hampshi

V 529
P-23,

V 529
date
April 20
1970
Lancaster
page 17

AGREEMENT

This Agreement made this 29th day of September, 1980, by and between the Mount Washington Commission, Sherman Adams, Chairman (hereinafter called the "Commission"); the Department of Resources and Economic Development, George Gilman, Commissioner (hereinafter called the "State"); the Mount Washington Railway Company, a corporation duly organized and existing under the laws of the State of New Hampshire and having its principal place of business in Thompson and Meserve's Purchase, County of Coos, State of New Hampshire (hereinafter called the "Railway"); and Marshfield, Inc., a corporation duly organized and existing under the laws of the State of New Hampshire and having its principal place of business also in said Thompson and Meserve's Purchase, said County and State (hereinafter called "Marshfield")

WHEREAS, the State of New Hampshire is the owner of certain premises situated on the Summit of Mount Washington in Sargent's Purchase, in the County of Coos, as more particularly described in deed from Dartmouth College to the State of New Hampshire dated April 21, 1964 and recorded in the Coos County Registry of Deeds, Volume 481 at Page 209; and

WHEREAS, Marshfield, Inc. is the owner of a certain tract of land situated on the Summit of Mount Washington in Sargent's Purchase and other rights and easements, as more particularly described in deed from Dartmouth College to Marshfield, Inc. dated April 21, 1964, and recorded in said Registry, Volume 481 at Page 96; and

WHEREAS, Mount Washington Railway Company operates a railway from the base to the Summit of Mount Washington and is the owner of certain easements over the land described in said deed from Dartmouth College to the State referred to above, which rights are more particularly described in deed from Marshfield, Inc., to Mount Washington Railway Company dated November 29, 1962 and recorded in said Registry, Volume 474 at Page 58; and

WHEREAS, the State of New Hampshire is in the process of constructing a building on its premises at the Summit of Mount Washington and desires to acquire from the Railway and Marshfield certain rights and easements with respect to the construction of said building, utility lines and other easements; and

NOW THEREFORE, in consideration of the mutual premises and undertakings hereinafter set forth, the parties agree as follows:

1. Marshfield hereby grants to the State the following rights and easements as to its premises in Sargent's Purchase, which premises are more particularly described in deed from Dartmouth College to Marshfield, Inc. dated April 21, 1964 and recorded in Volume 481 at Page 96 in said Registry:

a. The right and easement to enter upon the property of Marshfield during the construction of the new Summit Building for the purpose of excavating the foundation of said building and for other construction work in connection with the construction of the Summit Building on said premises of the State, provided that at the conclusion of said construction, and not later than December 31, 1981, the State shall remove any and all of its equipment and other materials from the premises of Marshfield and shall return said premises to its condition of July 1, 1978 insofar as possible.

b. The right and easement to construct a sewer line and a manhole on the Marshfield premises, in the location shown on "Site Plan Drawing L-2", Mount Washington Summit Building, Sargent's Purchase, State Project No. 8282-B, dated April 5, 1978 and revised February, 1979. Marshfield reserves the right to require the State to move said sewer line and manhole to another portion of the Marshfield premises if the sewer line and manhole interfere with the construction of a building on the premises by Marshfield, Inc.

Included in the rights granted to the State is the right to flow sewerage and water through said pipes and to maintain and repair said pipes and to enter upon the land of Marshfield at any and all times for the purpose of cleaning out or repairing said pipes, provided, however, that no damage to its land or any structures constructed thereon is occasioned by these entries or repairs.

2. Railway hereby grants to the State the right and easement to construct across the Railway's right of way on the Summit of Mount Washington electric lines and pipelines for carrying oil, provided that such electric and pipelines shall not interfere with the operation and maintenance of the Railway. Such lines shall be located as shown on "Site Plan Drawing L-2, Mount Washington Summit Building, Sargent's Purchase, State Project No. 8282-B, dated April 5, 1978, and relocated February, 1979." The State shall have the right to maintain such lines and pipes in repair and enter upon the land under easement to the Railway at all and any times for the purpose of maintaining and repairing said lines and pipes, provided, however, that such repair work shall not interfere with the operation of the Railway and no damage to Railway property is occasioned by these entries or repairs.

3. Marshfield hereby grants to the State the right to construct the building as shown on the Site Plan referred to in Paragraph 2 above, the roof of which building when constructed will overhang the land of Marshfield described in Paragraph 1 by reason of the fact that the roof of said proposed building will overhang a small portion of the northwest corner of said Marshfield land.

4. The Commission hereby agrees to pay Marshfield, Inc. the sum of \$10,000 in full payment for the rights and easements granted by Marshfield to the State in this Agreement.

5. The State hereby agrees, subject to Governor and Council approval, that the easement of the Railway to operate its Cog Railway over and across premises of the State of New Hampshire at the Summit of Mount Washington shall be interpreted to give the Railway the right to construct a building for the use of the trainmen and other employees of the Railway for their sole and exclusive use. The design of the building is to be further subject to the approval of the State.

6. The parties agree that the effective date of this Agreement shall be _____, or the date of approval by the Governor and Council of the State of New Hampshire, whichever is later.

7. The Railway and Marshfield further agree to defend, indemnify and hold harmless the State from and against any and all losses suffered by the State, and any and all claims, liabilities or penalties asserted against the State by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Railway or Marshfield in connection with construction, operation and maintenance of the new Summit Building.

8. Notwithstanding anything in this Agreement to the contrary, all obligations of the Commission and the State hereunder, including, without limitations, the payment referenced in Paragraph 4 above, are contingent upon the availability and appropriation of funds, and in no event shall the Commission or State be liable for any payments hereunder in excess of such available appropriated funds.

9. However, the State and Marshfield, Inc. agree that should the State of New Hampshire fail to appropriate the sum of \$10,000 as full payment to the Railway for said easements, not later than July 1, 1981 that it be thereby understood that any and all easements here above and/or hereunder are null and void.

10. Nothing in this Agreement shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State. This covenant shall survive the term of this Agreement.

11. The parties agree to record this Agreement in the Registry of Deeds for the County of Coos in accordance with RSA 477:3-d.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
21 day of January, 1931

IN THE PRESENCE OF:

MOUNT WASHINGTON COMMISSION

James D. ...
Witness

By: ...
Chairman

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF
RESOURCES AND ECONOMIC DEVELOPMENT

...
Witness

By: ...
Commissioner

MOUNT WASHINGTON RAILWAY COMPANY

...
Witness

By: ...
Title: ...

MARSHFIELD, INC.

...
Witness

By: ...
Title: ...

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On February 26, 1931, before the undersigned officer, personally
appeared the above signatories, known to me or satisfactorily proven to be the
persons whose names are signed above and acknowledged that they executed this
Agreement in accordance with proper authority.

...
Notary Public in and for the State of New Hampshire

Approved as to form, substance and execution:

OFFICE OF THE ATTORNEY GENERAL

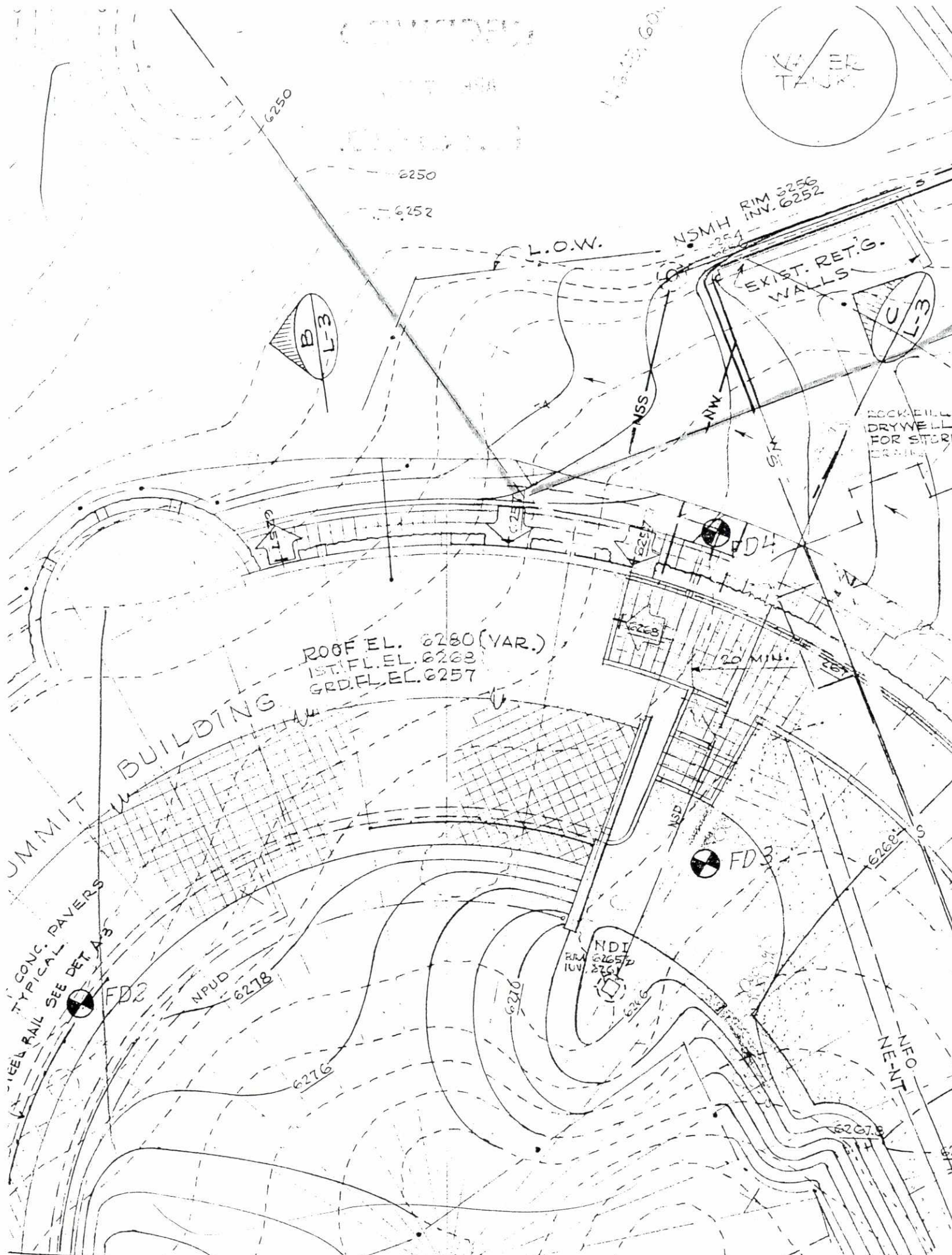
By: Anne R. Clarke
Assistant Attorney General
Date: Mar. 30, 1931

Approved by Governor and Council this ... day of ...,
19....

OFFICE OF SECRETARY OF STATE

By: William M. ...
Title: Secretary of State

✓ ER
TANK



STEEL RAIL
TYPICAL PAVERS
SEE DET A-3

SUMMIT BUILDING

ROOF EL. 6280 (VAR.)
1ST FL. EL. 6268
GRD. FL. EL. 6257

NSMH RIM 6256
INV. 6252

EXIST. RET'G. WALLS

ROCKWELL DRYWELL
FOR STORM DRAINAGE

FD 3

NDI
RIM 6257
INV. 6257

NPUD 6278

LINE-INT