

✓ Please Return To
Land and Community Heritage Investment Program
10 Dixon Ave
Concord, NH 03301

MCRD Book 3130 Page 582

B
63.34
2



15-YEAR STEWARDSHIP AGREEMENT

The State of New Hampshire, acting by and through the NH Land and Community Heritage Investment Program ("LCHIP"), and the Town of Epsom (the "Recipient"), in consideration of a grant in the amount of One Hundred Ninety-One Thousand Dollars (\$191,000), and in order to assure that the architectural, historic, and cultural features of the Epsom Meetinghouse, in Epsom, New Hampshire, will be retained and maintained in substantially their current or better condition for conservation and preservation purposes throughout the term of this Stewardship Agreement, mutually agree to perform this Stewardship Agreement in accordance with RSA chapter 227-M, the LCHIP Criteria, Guidelines and Procedures (the LCHIP "Guidelines") of LCHIP and all other applicable laws.

The subject of this Agreement is certain real property located in Epsom, Merrimack County, New Hampshire, more particularly described in the Legal Description of Property, Exhibit A, which is attached hereto and incorporated by reference herein (the "Property"), said Property including the following improvements: rehabilitation of the mid-19th century meetinghouse, which includes securing and enclosing the building envelope by repairing exterior siding and trim, enclosing the hole left on the side elevation left by the removal of an addition, new roofing, exterior paint, and the construction of new barrier-free access to the main level, and installation



- (g) no above-ground utility transmission lines, except those reasonably necessary for existing buildings, may be created on the Property, subject to utility easements already recorded;
 - (h) in accordance with RSA 227-M:14, notwithstanding any other provision of law relating to the disposal of publicly-owned real estate, no deviation in the uses of the Property to uses or purposes not consistent with the purposes of RSA chapter 227-M shall be permitted; and
 - (i) the sale, transfer, conveyance or release of the Resource from the public trust is prohibited except as provided in RSA 227-M:13.
- 1.2 **Recipient's Covenants: Covenant of Stewardship.** Recipient agrees to submit on an annual basis, on the anniversary of the execution date of this Stewardship Agreement, a stewardship report to LCHIP, detailing all physical work, undertaken on the Property both on the exterior and the interior of the Resource over the course of the previous year, as well as any stewardship development activities and any changes to the stewardship plan for the Property.

RECIPIENT'S CONDITIONAL RIGHTS

- 2 **Conditional Rights Requiring Approval by LCHIP.** Without the prior express written approval of LCHIP, which approval may be withheld or conditioned in the sole discretion of LCHIP, the Recipient shall not undertake any of the following actions:
- (a) increase or decrease the height of, make additions to, change the exterior construction materials or finishes of, or move, improve, alter, reconstruct, or change the facades (including fenestration) and roofs of the Resource;
 - (b) remove, demolish, or alter, subject to the maintenance covenants of paragraph 1 hereof, historic features, materials, and finishes located within the interior of the Resource;
 - (c) erect any external signs or external advertisements except: (i) such plaque permitted under paragraph 19 of this Stewardship Agreement; (ii) a sign stating solely the address of the Property; and (iii) a temporary sign to advertise a special event or the sale or rental of the Property;
 - (d) make permanent substantial topographical changes, including but not limited to, excavation for the construction of roads and recreational facilities; and
 - (e) change the use of the Property to another use. LCHIP must determine that the proposed use: (i) does not impair the preservation values of the Property; and (ii) does not conflict with the purposes of this Stewardship Agreement.
- 2.1 **Review of Recipient's Requests for Approval.** When requesting approval to undertake actions set forth in paragraph 2, Recipient shall submit to LCHIP information, including plans, specifications, and designs where appropriate, identifying the proposed activity with reasonable specificity. In connection therewith, Recipient shall also submit to LCHIP a timetable for the proposed activity sufficient to permit LCHIP to monitor such activity. Upon receipt of Recipient's written request for approval, LCHIP shall act upon such request within thirty (30) days of the receipt thereof; and if such request for permission is not denied in writing, such request shall be deemed approved and such

- 5.1 **Recipient's Reserved Rights Not Requiring Further Approval by LCHIP.** Subject to the provisions of paragraphs 1, 1.1, 1.2 and 2, the following rights, uses, and activities of or by Recipient on, over, or under the Property are permitted by this Stewardship Agreement and by LCHIP without further approval by LCHIP:
- (a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair preservation values of the Property; and (iii) are not inconsistent with the purposes of this Agreement;
 - (b) the right to maintain and repair the Resource strictly according to the Secretary's Standards. As used in this subparagraph, the right to maintain and repair shall mean the use by Recipient of like-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Resource. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of LCHIP in accordance with the provisions of paragraphs 2 and 2.1;
 - (c) the right to continue all manner of existing use and enjoyment of the Resource consistent with the purposes of this Stewardship Agreement; and
 - (d) the right to conduct at or on the Property educational and nonprofit activities that are not inconsistent with the protection of preservation values of the Property.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

- 6 **Casualty Damage or Destruction.** In the event that the Resource or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Recipient shall notify LCHIP in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. Recipient shall undertake no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Resource and to protect public safety, without LCHIP's prior written approval. Within thirty (30) days of the date of damage or destruction, if required by LCHIP, Recipient at its expense shall submit to LCHIP a written report prepared by a qualified restoration architect and/or an engineer who is/are acceptable to Recipient and LCHIP, which report shall include the following:
- (a) an assessment of the nature and extent of the damage;
 - (b) a determination of the feasibility of the restoration of the Resource and/or reconstruction of damaged or destroyed portions of the Resource; and
 - (c) a report of such restoration/reconstruction work necessary to return the Resource to the condition existing at the date hereof.
- 7 **Review After Casualty Damage or Destruction.** If, after reviewing the report provided pursuant to paragraph 6 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Recipient and LCHIP agree that the purposes of the Stewardship Agreement will be served by such restoration/reconstruction, Recipient and LCHIP shall establish a schedule under which

employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury or other damage occurring on or about the Property, unless such injury or damage is caused by LCHIP or any agent, trustee, director, officer, employee, or independent contractor of LCHIP. In the event that Recipient is required to indemnify LCHIP pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

- 10 **Sovereign Immunity.** Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This reservation of immunity covenant shall survive the termination of this Stewardship Agreement.
- 11 **Taxes.** Recipient shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property unless Recipient timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Recipient, LCHIP is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Recipient any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien asserted against the Property. LCHIP may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment if made by LCHIP shall constitute a lien on the Property with the same effect and priority as a mechanic's lien, except that such lien shall not jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

ADMINISTRATION AND ENFORCEMENT

- 12 **Written Notice.** Any notice which either Recipient or LCHIP may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery; if to Recipient, then at Town of Epsom, PO Box 10, Epsom, NH 03234; and if to LCHIP, then at 10 Dixon Avenue, Concord, NH, 03301. The party receiving Notice shall have two (2) weeks to

jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

- 19 **Plaque.** Recipient agrees to maintain a plaque on the Property, which plaque shall be provided by LCHIP and shall not exceed 10 by 13 inches in size, giving notice of the significance of the Property and the existence of this Stewardship Agreement. LCHIP reserves the right to assess a fee to the applicant to cover the cost of the plaque.

BINDING EFFECT; ASSIGNMENT

- 20 **Runs with the Land.** Except as provided in paragraph 7, the obligations imposed by this Agreement shall be effective for the duration of this Agreement and shall be deemed to run as a binding servitude with the Property. This Agreement shall extend to and be binding upon Recipient and LCHIP, their respective successors in interest and all persons hereafter claiming under or through Recipient and LCHIP, and the words "Recipient" and "LCHIP" when used herein shall include all such persons. Any right, title, or interest herein granted to LCHIP also shall be deemed granted to each successor and assign of LCHIP and each such following successor and assign thereof, and the word "LCHIP" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Agreement shall be inserted by Recipient, verbatim or by express incorporation by reference, in any subsequent deed or other legal instrument by which Recipient divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

- 21 **Assignment.** LCHIP may convey, assign, or transfer this Agreement to a unit of federal, state, or local government or to a similar local, state, or national organization that is a "qualified organization" under Section 170(h) of the Federal Internal Revenue Code whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment, or transfer requires that the purposes for which the Stewardship Agreement was granted will continue to be carried out.
- 22 **Recording and Effective Date.** Applicant shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of the Merrimack County Registry of Deeds. Recipient and LCHIP intend that the restrictions arising under this Agreement shall take effect on the day and year this instrument is executed.
- 22.1 **Expiration Date.** Without further action, this Agreement shall expire fifteen (15) years to the day after the date of the signing of this Agreement between Recipient and LCHIP.

EXTINGUISHMENT

not have any right to indirect, consequential or monetary damages in excess of such actual direct out-of-pocket expenses.

AMENDMENT

25 **Amendment.** If circumstances arise under which an amendment to or modification of this Stewardship Agreement would be appropriate, Recipient and LCHIP may by mutual written agreement jointly amend this Agreement, provided that no amendment shall be made that will adversely affect the qualification of this Agreement or the status of LCHIP under any applicable laws, including Sections 170(h) and 501(c)(3) of the Federal Internal Revenue Code and the laws of the State of New Hampshire. Any such amendment shall be consistent with the protection of preservation values of the Property and the Purpose of this Agreement; shall not permit additional development on the Property other than the development permitted by this Agreement on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Agreement. Any such amendment shall be executed in two counterparts, one of which may be retained by Recipient and the other to be retained by LCHIP. In the event of any disparity between the counterparts produced, the counterpart retained by LCHIP shall in all cases govern. Nothing in this paragraph shall require Recipient or LCHIP to agree to any amendment or to consult or negotiate regarding any amendment.

THIS AGREEMENT and attached exhibits reflect the entire agreement of Recipient and LCHIP. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

TO HAVE AND TO HOLD, the said Stewardship Agreement, unto the said LCHIP and its successors and permitted assigns.

IN WITNESS WHEREOF, Recipient and LCHIP have set their hands under seal on the days and year set forth below.

Robert Blodgett
For the Town of Epsom:

Print Name: Robert Blodgett

Date: 04-27-09

Keith A. Cota
WITNESS:

Print Name: KEITH A COTA

Date: 4/27/09

THE STATE OF NEW HAMPSHIRE
Merrimack (COUNTY), SS.

Deborah K Jussett Young
LCHIP:

Amy S Dixon
WITNESS:

Print Name: Deborah Turcott Young

Print Name: Amy S Dixon

Date: 5/19/09

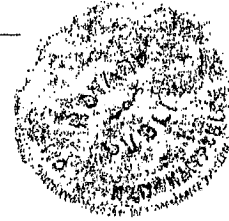
Date: 5/19/09

THE STATE OF NEW HAMPSHIRE
Merrimack (COUNTY), SS.

On the 19 day of May 2009, before me personally appeared Deborah Turcott Young known to me (or satisfactorily proven) to be the person whose name appears above, and s/he acknowledged that s/he executed this document in the capacity indicated above.

Cheryl Ann Carlson
Notary Public/Justice of the Peace
My commission expires:

CHERYL ANN CARLSON, Notary Public
My Commission Expires February 4, 2014



Selectmen's Office
P.O. Box 10
Epsom, NH 03234
(603) 736-9002
Fax (603) 736-8539



EPSOM, NEW HAMPSHIRE 03234

May 4, 2009

Land and Community Heritage
Investment Program
10 Dixon Avenue
Concord, NH 03301

RE: Epsom Meetinghouse 15-year Stewardship Agreement

To Whom It May Concern:

The Epsom Board of Selectmen have signed the enclosed 15-year Stewardship Agreement for Epsom's Meetinghouse.

A Land and Community Heritage Investment Program signature is now necessary. After signature, please return the contract for our records.

Should you have a question or concern relating to this request, please call the office at (603) 736-9002.

Sincerely,

A handwritten signature in cursive script that reads "Debbi".

Debra Tibbetts
Administrative Assistant to the
Board of Selectmen

\dt