

## Describing the Scope-of-Work of your LCHIP Project

Recipients must describe work to be undertaken on the structure or resource benefitting from LCHIP funding. Please submit this form before beginning work. Those who undertake rehabilitation without prior approval from LCHIP may jeopardize their grant award.

Proposed work will be evaluated using the Secretary of the Interior's Standards for the Treatment of Historic Properties. Conformance with the Standards will be determined on the basis of the application documentation and other available information by evaluating the property as it existed prior to the start of the work. The Standards are applied in a reasonable manner, taking into consideration economic and technical feasibility.

To describe the work to be done, applicant must provide the following information of each architectural feature or component to be rehabilitated:

- Feature
- Date of feature
- Description of existing feature and its condition
- Photo or illustration of the feature
- Description of proposed work and its impact on the feature

Begin with site work, followed by exterior, then the interior. Describe processes such as masonry cleaning in the narrative; do not simply attach specifications.

Include photographs showing the interior and the exterior before rehabilitation. Include the resource's site and environment, all of its sides, all major interior spaces and features, and representative secondary spaces and features, including areas where no work is proposed. Send drawings, sketches, or illustrations as needed, showing the existing conditions and the proposed rehabilitation work (along with new additions or new construction). Where necessary, include floor plans, sections, or elevations. Dimensions and notes must be clearly legible. For small projects, sketches may suffice. Drawings must be numbered and keyed to the application narrative.

## Special Rehabilitation Concerns

Several treatments can be problematic. The Guidelines accompanying the Secretary of the Interior's Standards, provide further guidance on these and other treatments. Applicants should address these concerns when undertaking work in any of these areas and include the information outlined below.

Exterior masonry cleaning. Owners are strongly encouraged to clean masonry only when necessary to halt deterioration or to remove graffiti and stains. Indicate the condition of each material to be cleaned. Specify what the cleaning is intended to accomplish (soot removal, paint removal, etc.) and what process is to be used. When chemical systems are to be employed, specify the product to be used and their application. Information for cleaning involving chemical processes should include products to be used and water pressure in pounds per square inch (psi). Provide material to show that the method selected will not harm the masonry. Summarize results of test patches, and include close-up color photographs of masonry surfaces before and after cleaning as evidence.

Exterior masonry repair. Indicate deteriorated areas in photographs or illustrations and describe repair method proposed. Provide evidence that repointing mortar will match the historic in composition (ratio of lime, cement, sand and any additives), color, texture, and tooling. Owners are encouraged to repoint only those portions of the masonry that require repair.

Windows. If replacement is proposed, indicate the condition of existing windows (sash, glazing, muntins, etc.) and the reasons for replacement. Photographs must be provided as evidence of severe deterioration; provide data on the cost of repairing existing windows versus installing replacements. Owners are strongly encouraged to retain and repair historic windows. Where replacement of existing windows appears justified by supporting documentation, and where the windows are an integral part of the building's design and character, replacement sash must match the original in size, pane configuration, color, trim details, and planar and reflective qualities, and, in most cases, materials. Scaled drawings comparing the existing windows with the replacement windows may be needed.

Interior partitions, trim, and finishes. Document the existing condition of the interior. Indicate both historic and non-historic walls. Show walls to be removed or altered. Note whether trim and wall and ceiling finishes will be affected. Owners are strongly discouraged from changing historic floor plans unnecessarily and from exposing masonry surfaces unless this condition is supported by historical evidence.

New heating, ventilation, and air-conditioning (HVAC) systems. Indicate what effect the new equipment and ductwork will have on the historic building. New systems must not run across windows or introduce an "unfinished" character to finished interior spaces. Installation of systems that cause damage to the historic building material or visual loss of character will not be eligible expenses.

# Stewardship Plans

LCHIP defines “Stewardship” as *planning for and taking the necessary actions over the long term to successfully preserve and protect the natural, cultural, or historic value of a resource.*

Such actions include

- managing the resource in accordance with all legal obligations,
- performing regular maintenance and upkeep,
- providing for necessary monitoring,
- educating or informing those who might negatively impact the resource about the need to protect and preserve it,
- paying tax or in-lieu-of tax obligations, if any,
- obtaining insurance, and
- securing sufficient levels of financial resources to carry out all necessary actions.

A Stewardship Plan is a document that states and explains how these goals will be achieved.

A Stewardship Plan should answer the following questions:

- *Who* is preparing the plan, and who is responsible for the different aspects of stewardship?
- *Why* is the resource significant?
- *What* are its historic features of the resource that are to be preserved?
- *When* and *how* will various activities, such as regular maintenance, monitoring, budgeting, etc. take place?

Suggestions for a Stewardship Plan follow:

## I. The Resource:

- A. Explain the history and significance of the resource,
- B. describe when it was built and when it was modified, and
- C. name the features that help define its historic character.

You may find useful information about this in the documentation that you submitted to document that the property is listed, or eligible for listing, on the State or National Register of Historic Places.

## II. Stewarding organization(s):

- A. Who owns the Resource? Who is responsible for maintaining it?
- B. If stewardship duties are shared among different organizations, how are those duties divided up?
- C. How long has/have the organization(s) been the steward(s) of the Resource?
- D. How does the Resource fit in with the operations of the organization(s)?

## III. Legal obligations:

- A. What are the legal constraints governing the stewardship of the Resource?
  - 1. Are there any existing preservation easements or LCHIP stewardship agreements (from previous grants) that are in effect?
  - 2. Are there any local boards or commissions that have jurisdiction over the Resource (such as the planning board or heritage commission)?
  - 3. If the stewarding organization leases the Resource, what legal obligations bind the organization to stay in compliance with the lease?

## IV. Regular monitoring and inspecting:

- A. How often is the condition of the property evaluated?
- B. Who does monitoring and inspecting?
- C. What sort of documents are used and/or generated (checklists of features to be examined, photographs showing current conditions)?
- D. How are the findings of regular inspections recorded? Where are records kept?
- E. How do regular inspections help inform planning for the future?

V. Regular maintenance and upkeep:

- A. How is regular maintenance and upkeep planned for, executed, and paid for?
- B. Who supervises, executes, and inspects the work? To what extent does the stewarding organization use in-house staff, external contractors, and/or volunteers to get work done?
- C. To what extent are people who do this work briefed about, and familiar with, best practices in historic preservation?

VI. Educating users about the need to preserve the Resource:

- A. Who uses the Resource?
- B. Is it used by outside groups for events?
- C. How are users made aware of the significance of the Resource and the need to preserve it?
- D. Are there written agreements between the stewarding organization and outside users that include policies concerning the responsible use of the historic resource?

VII. Taxes or in-lieu-of-taxes payments (if any):

- A. Does the stewarding organization need to pay any taxes or make any in-lieu-of-taxes payments? (Even nonprofit organizations may have to pay some taxes or other assessments, especially if their property produces income from rents.)

VIII. Insurance:

- A. Indicate what kind of insurance you have and what the levels of coverage are.
  - 1. Liability insurance protects the stewarding organization.
  - 2. Property insurance may be for actual cash value or replacement cost value.
- B. Who in the stewarding organization reviews insurance? How often does that review take place?

**IX. Funding:**

- A. How is money allocated for the stewardship of the resource? How are funds budgeted toward needed expenses?
- B. Are there dedicated streams of funding that may be used for its stewardship?
- C. Does the stewarding organization have a way of dealing with unexpected expenses?

## **Baseline Documentation** for Historic and Cultural Resources

The purpose of Baseline Documentation is to provide documentation of the physical condition and historic character of your resource once the project is completed, to provide a permanent record of the work that was accomplished by your LCHIP grant. The baseline documentation is an integral part of the stewardship of your resource; and good, thorough Baseline Documentation will make review and approval of future alterations to the building easier.

*Location, address and boundaries of property (legal description)*

*Brief statement of significance of property*

*Description of physical evolution of property, noting major additions, alterations*

*Assessment of condition of property from visual inspection*

*Site Plan from tax map or survey with photo key*

*Sketch Floor Plan with photo key*

### **Photographic Record:**

In order to make the photographs more useful, they should be keyed to a sketch map of the property. Black and white 35mm photographs printed on archival quality paper are preferable; however, color 35mm photos or good quality digital prints may be acceptable on a case-by-case basis. Please contact LCHIP staff to discuss photography requirements for your project. Photographs should be printed in at least 4X6 format, and each photo must be labeled on reverse (write directly on the photo, do not use an adhesive label) with property name, date, photographer's name and description/location of where the photo was taken (for example, "front elevation" or "from entry, looking north").

Photos should include:

- Whole structure showing major faces or elevations
- Setting around the structure
- Significant exterior features
- Significant interior features
- Photos showing the improved areas

Grant recipients must produce at least 2 unbound sets of Baseline Documentation, **one is retained by the Recipient and one submitted to LCHIP.**

Baseline Documentation can be completed by the Recipient or by a paid (or volunteer) consultant. Any costs associated with completing the Baseline Documentation can be included in your Total Project Cost. The Baseline Documentation must be approved by LCHIP staff for completeness. If staff determines that the submitted Baseline Documentation is not complete, it will be returned to the Recipient with notes from LCHIP regarding what additional material is necessary. If a second submittal is not complete, LCHIP reserves the right to require the Recipient to hire a consultant to complete the Baseline Documentation.

# Board Adoption Resolution

The Land Trust Alliance requires that all land trust members adopt *Land Trust Standards and Practices* as their guiding principles. Some public or private funders also ask for such a statement. Here is the board resolution.

WHEREAS, the [land trust] has reviewed *Land Trust Standards and Practices* (“the Standards”), first published by the Land Trust Alliance in 1989, and with the most recent revision effective February 3, 2017; and,

WHEREAS, the [land trust] agrees that the Standards are the ethical and technical guidelines for the responsible operation of a land trust;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the [land trust] hereby adopts and commits to implementing the Standards as guidelines for the organization’s operations.

\_\_\_\_\_ board meeting date when approved

## Historic Resources and the *Standards and Practices* of the Land Trust Alliance

The *Standards and Practices* of the Land Trust Alliance are principles and guidelines developed by organizations devoted to conserving natural resources. But they are also valuable to organizations involved in preserving historic resources.

LCHIP requires all entities seeking financial assistance to be willing to commit to and show evidence of adopting the appropriate components of the Land Trust Alliance *Standards and Practices*.

The principles most likely to pertain to entities managing historic properties:

- Your organization should maintain high ethical standards and have a mission committed to community service and public benefit.
- Your organization should fulfill all legal requirements, either as a nonprofit tax-exempt organization or as a public entity, and comply with all laws.
- Your board should act ethically in conducting the affairs of the organization and carry out their legal and financial responsibilities as required by law.
- Your organization should have policies and procedures to avoid or manage real or perceived conflicts of interest.
- Your organization should conduct fundraising activities in a lawful, ethical and responsible manner.
- Your organization should be responsible and accountable for how it manages its finances and assets.
- Your organization should have sufficient personnel to carry out its programs, whether volunteers, staff and/or consultants/contractors.
- Your organization should carefully evaluate and select its preservation projects.
- Your organization should have a program of responsible stewardship for the historic resources that it owns or leases.

Additionally, organizations that hold, or will hold, preservation easements should find these relevant:

- Your organization should work diligently to see that every preservation easement transaction is legally, ethically and technically sound.
- Your organization should work diligently to see that every charitable gift of a preservation easement meets federal and state tax law requirements, to avoid fraudulent or abusive transactions, and to uphold public confidence in preservation easements.
- Your organization should have a program of responsible stewardship for its preservation easements.

For more information about the *Standards and Practices* of the Land Trust Alliance, please visit <https://www.landtrustalliance.org/topics/land-trust-standards-and-practices>.

Please Return To  
Land and Community Heritage Investment Program  
13 West Street, Suite 3  
Concord, NH 03301

**LCHIP**  
Land & Community Heritage  
Investment Program



## **XX-Year Stewardship Agreement**

The State of New Hampshire, acting by and through the NH Land and Community Heritage Investment Program (“LCHIP”), and the RECIPIENT (the “Recipient”), in consideration of a grant in the amount of AMOUNT Dollars (\$\$\$\$), and in order to assure that the architectural, historic, and cultural features of the RESOURCE, in CITY, 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 CITY, COUNTY 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: DESCRIPTION OF WORK (hereinafter referred to as the “Resource”) and more completely described in Baseline Documentation, Exhibit C, which is attached hereto and incorporated by reference herein.

The Recipient shall record this Stewardship Agreement, in the chain of title of the Property, at the COUNTY County Registry of Deeds within thirty (30) days of the date of execution of this Stewardship Agreement.

## RECIPIENT'S COVENANTS

- 1 **Recipient's Covenants: Covenant to Maintain.** Recipient agrees to maintain the Resource throughout the term of this Stewardship Agreement in the same or better structural condition and state of repair as existed on the effective date of this Stewardship Agreement. Recipient's obligation to maintain shall require any necessary replacement, rebuilding, repair, and/or reconstruction, subject to the casualty provisions of paragraphs 6 and 7, to preserve the Resource in substantially the same structural condition and state of repair as existed on the date of this Stewardship Agreement.

All work shall be undertaken in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties, 36 C.F.R. 68, as amended, (the "Secretary's Standards").

- 1.1 **Recipient's Covenants: Prohibited Activities.** The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this paragraph:
- (a) the Resource shall not be demolished, removed, razed, or otherwise destroyed except as provided in paragraphs 6 and 7;
  - (b) no action shall be undertaken which would adversely affect the structural soundness of the Resource;
  - (c) nothing shall be erected or allowed to grow on the Property which would impair the visibility of the Resource from street level;
  - (d) no other buildings or structures, including, but not limited to satellite-receiving dishes (small rooftop dishes excluded), camping accommodations, or mobile homes, shall be erected or placed on the Property hereafter except for temporary structures required for the maintenance or rehabilitation of the Property, such as construction trailers;
  - (e) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;
  - (f) the Property shall not be divided or subdivided in law or in fact and the Property shall not be devised or conveyed except as a unit;
  - (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 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. Stewardship reports shall be submitted to LCHIP each calendar year on or before December 31.

## 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 at 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 permission shall be deemed granted. Recipient shall not undertake any such activity until approved by LCHIP. LCHIP reserves the right to consult with governmental agencies, nonprofit preservation organizations, and/or other advisors deemed appropriate by LCHIP, concerning the appropriateness of any activity proposed under this Stewardship Agreement. Recipient shall make no change or take any action subject to the approval of LCHIP unless expressly authorized in writing by an authorized representative of LCHIP. It is further agreed that whenever the consent of LCHIP is required or requested, Recipient shall bear the reasonable costs of LCHIP's review, and

Recipient agrees that the costs for LCHIP's review shall include reasonable architectural fees and LCHIP's reasonable administrative expenses in processing Recipient's request.

- 3 **Standards for Review.** In exercising any authority created by the Stewardship Agreement to review any construction, alteration, repair, or maintenance, or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, LCHIP shall apply the Secretary's Standards.
- 4 **Public Access.** Recipient shall make the Property and interior of the Resource accessible to the public during regular operating hours. At other times deemed reasonable by Recipient, persons affiliated with educational organizations, professional architectural associations, and historical societies shall be admitted to study the Property. LCHIP may make photographs, drawings, or other representations documenting the significant historical, cultural, and architectural character and features of the Property and distribute them to magazines, newsletters, or other publicly available publications, or use them to fulfill its charitable and educational purposes.

#### **RECIPIENT'S RESERVED RIGHTS**

- 5 **Recipient's Reserved Right to Permit Archaeological Investigations.** The Recipient reserves the right to permit archaeological investigations on the Property after receiving written approval from LCHIP. Prior to permitting any such investigations, Recipient shall send written notice to the New Hampshire State Archaeologist (or other person or agency then recognized by the State of New Hampshire as having responsibility for archaeological resources) for review and comment, and to LCHIP, such notice describing the nature, scope, location, timetable, qualifications of investigators, site restoration, research proposal, and any other material aspect of the proposed activity. The Recipient and LCHIP shall request the State Archaeologist (or other person or agency, as above) to consider the proposal, to apply the standards as specified in rules implementing RSA 227-C:7, Permits Issued for State Lands and Waters, as amended, and to provide written comments to the Recipient and LCHIP. LCHIP may, in its sole discretion, approve the proposed investigations only if it finds that: (i) the archaeological investigations shall be conducted by qualified individuals and according to a specific research proposal; (ii) the proposed activities will not harm state or federally recognized rare, endangered, or threatened species; and (iii) the proposed activities will not be materially detrimental to the purposes of this Stewardship Agreement.
- 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 Recipient shall complete the restoration/reconstruction of the Resource in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Recipient.

- 7.1 If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Recipient and LCHIP agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the purposes of the Stewardship Agreement would not be served by such restoration/reconstruction, Recipient may, with the prior written consent of LCHIP, alter, demolish, remove, or raze the Resource, and/or construct new improvements on the Property. Recipient and LCHIP may agree to extinguish this Agreement in whole or in part in accordance with the laws of the State of New Hampshire.
- 7.2 If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Recipient and LCHIP are unable to agree that the purposes of the Stewardship Agreement will or will not be served by such restoration/reconstruction, the matter may be addressed by either party informally through candid and open communication. If informal dialogue does not resolve the issue, any party may seek alternative resolution such as voluntary mediation prior to bringing legal action. If agreement cannot be reached, the party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation by permanent injunction, and to require the restoration/reconstruction of the property to its condition prior to the breach and for such damages as appropriate.
- 8 **Insurance.** For the term of this Agreement, Recipient shall keep the Resource covered for full replacement value through a qualified insurance provider against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Recipient shall deliver to LCHIP, within ten (10) business days of LCHIP's written request therefore, certificates of such insurance coverage. In the event of a catastrophic loss of the Resource, Recipient shall return to LCHIP a portion of the insurance proceeds equal to the amount of the LCHIP Grant Award, adjusted by a percentage equal to the percentage that the value of the Resource has appreciated or depreciated since the signing of this Agreement. The Recipient may request a waiver of this recapture from the LCHIP Board of Directors by presenting a proposal to repair or rebuild the Resource in conformance with the Secretary's Standards. Waivers for other good cause may be granted at the sole discretion of the Board. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

## **INDEMNIFICATION; TAXES**

- 9 **Indemnification.** Recipient hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, LCHIP, its agents, trustees, directors, officers and 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 ADDRESS; and if to LCHIP, then at 13 West Street, Suite 3, Concord, NH, 03301. The party receiving Notice shall have two (2) weeks to respond to the

Notice, before any action is undertaken by the other party. Each party may change its address set forth herein by a notice to such effect to the other party.

- 13 **Evidence of Compliance.** Upon request by Recipient, LCHIP shall promptly furnish Recipient with certification that, to the best of LCHIP's knowledge, Recipient is in compliance with the obligations of Recipient contained herein or that otherwise evidences the status of this Agreement to the extent of LCHIP's knowledge thereof.
- 14 **Inspection.** With appropriate prior notice to Recipient, representatives of LCHIP or its designee shall be permitted at all reasonable times to inspect the Property, including the interior of the Resource.
- 15 **LCHIP's Remedies.** LCHIP may, following reasonable written notice to Recipient, institute suit(s) to enjoin any violation of the terms of this Stewardship Agreement by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property and Resource to the condition and appearance that existed prior to the violation. LCHIP shall also have available all legal and other equitable remedies to enforce Recipient's obligations hereunder.

In the event Recipient is found to have violated any of its obligations, Recipient shall reimburse LCHIP for any costs or expenses incurred in connection with LCHIP's enforcement of the terms of this Agreement, including but not limited to all reasonable court costs, and attorney's, architectural, engineering, and expert witness fees.

Exercise by LCHIP of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

- 16 **Notice from Government Authorities.** Recipient shall deliver to LCHIP copies of any notice of violation or lien relating to the Property received by Recipient from any government authority within five (5) days of receipt by Recipient. Upon request by LCHIP, Recipient shall promptly furnish LCHIP with evidence of Recipient's compliance with such notice or lien where compliance is required by law.
- 17 **Notice of Proposed Sale.** Recipient shall promptly notify LCHIP in writing of any proposed sale of the Property and provide the opportunity for LCHIP to negotiate an agreement similar in purpose to this Stewardship Agreement with the new owners prior to sale closing. This Stewardship Agreement is being recorded at the COUNTY County Registry of Deeds so as to run with the land. No sale shall be permitted to a party unwilling to enter into such an agreement.

- 18 **Liens.** Any lien on the Property created pursuant to any paragraph of this Stewardship Agreement may be confirmed by judgment and foreclosed by LCHIP in the same manner as a mechanic's lien, except that no lien created pursuant to this Agreement 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.
- 19 **Signage.** Recipient agrees to maintain a plaque on the site, which shall be provided by LCHIP in support of the restoration and preservation of the Property. LCHIP will provide a plaque, not to exceed 14 by 10 inches in size. LCHIP reserves the right to assess a fee to the applicant to cover the cost of the plaque. If LCHIP determines, at its sole discretion, that the structure is not being maintained in a way that satisfactorily protects its natural, cultural, or historic value, even after expiration of the term of the stewardship agreement, LCHIP may require that the LCHIP plaque be removed and returned to LCHIP.

#### **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 COUNTY 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 recorded.

22.1 **Expiration Date.** Without further action, this Agreement shall expire X years to the day after the date this Agreement is recorded.

## EXTINGUISHMENT

23 **Extinguishment.** Recipient and LCHIP hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Property in a manner consistent with the purposes of this Stewardship Agreement and necessitate extinguishment of the Agreement. Such circumstances may include, but are not limited to, partial or total destruction of the Resource resulting from casualty. Extinguishment must be the result of a judicial proceeding in a court of competent jurisdiction.

## INTERPRETATION

24 **Interpretation.** The following provisions shall govern the effectiveness, interpretation, and duration of the Stewardship Agreement.

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Agreement, and this instrument shall be interpreted broadly to effect its purposes and the transfer of rights and the restrictions on use herein contained.
- (b) This instrument may 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.
- (c) This instrument is made pursuant to RSA chapter 227-M, but the invalidity of such act or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns for the term of this Agreement to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.
- (d) Nothing contained herein shall be interpreted to authorize or permit Recipient to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Recipient promptly shall notify LCHIP of such conflict and shall cooperate with LCHIP and the applicable governmental entity to

accommodate the purposes of both this Agreement and such ordinance or regulation.

- (e) To the extent that Recipient owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to a more intensive use (in terms of height, bulk, or other objective criteria related by such ordinances) than that to which the Property is devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property during the term of the Agreement, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the purposes of the Agreement.
- (f) To the extent that any action taken by LCHIP pursuant to this Agreement gives rise to a claim of breach of contract, Recipient and LCHIP agree that the sole remedy on the part of Recipient shall be reimbursement of actual direct out-of-pocket expenses reasonably incurred by Recipient as a result of such breach and that Recipient shall 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 between the 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.

\_\_\_\_\_  
**For:**  
  
**Print Name:** \_\_\_\_\_  
  
**Title:** \_\_\_\_\_  
  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
**WITNESS:**  
  
**Print Name:** \_\_\_\_\_  
  
**Title:** \_\_\_\_\_  
  
**Date:** \_\_\_\_\_

THE STATE OF NEW HAMPSHIRE

\_\_\_\_\_ (COUNTY), SS.

On the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me personally appeared

\_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

\_\_\_\_\_

**LCHIP:**

**Print Name:** Dorothy T. Taylor  
LCHIP Executive Director  
for the State of New Hampshire

**Date:** \_\_\_\_\_

\_\_\_\_\_

**WITNESS:**

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

THE STATE OF NEW HAMPSHIRE

\_\_\_\_\_(COUNTY), SS.

On the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me personally appeared Dorothy T. Taylor, known to me (or satisfactorily proven) to be the person whose name appears above, and she acknowledged that she executed this document in the capacity indicated above.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

## SCHEDULE OF EXHIBITS

- Exhibit A                      Legal Description of Property (**needs to be recorded with Stewardship Agreement**)
- Exhibit B                      Project Agreement (**does not need to be recorded with Stewardship Agreement**)
- Exhibit C                      Baseline Documentation (does not need to be recorded)

The Baseline Documentation produced in two counterparts, one to be retained by the LCHIP and one to be retained by the Recipient, and incorporated herein by reference provides an accurate representation of the Property and the Resource as of the effective date of this agreement. In the event of any discrepancy between the two counterparts produced, the counterpart retained by LCHIP shall control.