

## GRANT OF HISTORIC PRESERVATION EASEMENT

THIS GRANT of Historic Preservation Easement (the "Grant") is given on this 3<sup>RD</sup> day of Feb, 2014 by the **Town of Plainfield**, a municipality of the State of Vermont, on behalf of itself and its successors and assigns (the "Grantor") to the **Vermont Housing and Conservation Board**, a public instrumentality of the State of Vermont with an address of 58 East State Street, Montpelier, Vermont 05602 ("VHCB"), and the **Preservation Trust of Vermont, Inc.**, a Vermont nonprofit corporation with an address of 104 Church Street, Burlington, Vermont 05401 ("PTV"), and their successors and assigns (collectively known herein as the "Grantees").

WHEREAS, PTV is a Vermont nonprofit corporation which has been determined by the Internal Revenue Service to be an exempt organization under 26 U.S.C. §501(c) (3) and is a qualified holder of preservation rights and interests pursuant to 10 V.S.A. Chapter 34;

WHEREAS, VHCB is a public instrumentality of the State of Vermont existing by virtue of the Vermont Housing and Conservation Trust Fund Act, 10 V.S.A. Chapter 15 (the "Act") which provides grants and loans to eligible entities for projects which fulfill the goals of creating affordable housing for Vermonters and/or conserving and protecting Vermont's agricultural land, historic properties, important natural areas and recreational lands;

WHEREAS, the Act provides that in the best interests of all of its citizens and in order to improve the quality of life for all Vermonters and to maintain for the benefit of future generations the essential characteristics of the Vermont countryside, Vermont should assist in creating affordable housing and in preserving the state's agricultural land, historic properties, important natural areas and recreational lands;

WHEREAS, the parties hereto have entered into VHCB Grant Agreement #2013-039-001 which provides, in part, that: (i) VHCB will make a grant in the amount of up to \$71,000 to Grantor to rehabilitate the **Plainfield Town Hall**; (ii) Grantor will rehabilitate the Plainfield Town Hall to preserve the historic features of the Building in accordance with the Secretary of Interior's Standards for the Treatment of Historic Properties; (iii) Grantor has agreed to execute a Grant of Historic Preservation Easement (the "Grant") of perpetual duration on the Plainfield Town Hall; and, (iv) VHCB will provide funds to PTV to monitor the Plainfield Town Hall property on an annual basis.

KNOW ALL PERSONS BY THESE PRESENTS that the Grantor, pursuant to the authority granted in Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of One Dollar and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey and confirm unto the Grantees a perpetual historic preservation easement (as more particularly set forth below), on the setting, external features and the significant interior features of a building known as the **Plainfield Town Hall** (the "Building") located on a lot or parcel of land in the Town of Plainfield, County of Washington and State of Vermont, as more particularly described in **Schedule A** attached hereto and incorporated herein (the "Protected Property").

The Grant hereby conveyed to Grantees consists of covenants on the part of Grantor to do and refrain from doing, severally and collectively, the various acts set forth below. Grantees accept such covenants in order to further the public purpose of preserving the Building and to help maintain and assure the historic integrity of the Protected Property.

**I. Purposes of the Grant.**

**A. Statement of Purposes**

Grantor and Grantees acknowledge that the purposes of this grant are as follows (the "Purposes of this Grant"):

1. To assure that the setting, significant interior features, significant exterior features, finishes and structural soundness of the Building will be retained and maintained substantially in their current condition so that their historic and architectural integrity is not lost, and to prevent any use or change of the Building that will significantly compromise such integrity.

2. To insure that the Protected Property will be owned in perpetuity by a qualified nonprofit, public or other entity approved by VHCB.

3. These purposes will be advanced by protecting the Plainfield Town Hall, a 1841 Greek Revival style building listed in the National Register of Historic Places and occupying a highly prominent site overlooking the village center at its visual and historical crossroads in the heart of the historic district. The building is among the best of its class in the state as a town hall and opera house due to the overall integrity of its exterior and the highly intact condition of the opera house on the main floor, and is crucial to defining and maintaining the important setting of the historic district.

4. These purposes will be advanced by protecting the Building which has outstanding historic significance, as will be further described and depicted in detail in the Documentation Report. The features which are subject to perpetual protection under this Grant include the Building's Façades, which are defined as the original exterior walls, foundation, elevations, roof lines, color, building materials, fenestration, windows, doors and roof. Of particular importance are the significant exterior features, as well as, the significant interior features and the setting, all as follows:

**Exterior Features:**

All exterior elevations of the building are covered under the terms of the Grant. Of particular significance are the following:

- Massing as a rectangular, gable roof, one-story (plus basement level) building;
- Greek Revival style features: pedimented front gable with its triangular louvered fan, Doric corner pilasters, intermediate wall pilasters, 3-part entablature at the eaves;
- Paired, four-over-four windows with four-pane transoms framed by architrave moldings with corner blocks;
- East side door with large ten-pane transom window framed by architrave moldings with corner blocks;

- Rough cut granite foundation; and,
- Wood clapboard siding.

**Significant Interior Features:**

Of particular significance are the following historic interior features on the main floor:

- Natural finish stair balustrades and newel posts, with natural finish, closed, beaded board railing at the main floor;
- Main floor performance hall with a balcony and stage;
- Pressed metal wall and ceiling finishes;
- Molded window trim with corner blocks;
- Molded trim details at the balcony and stage proscenium;
- Hardwood flooring; and,
- Historic pendant lights.

**Setting**

The surrounding landscape within the parcel, including the low cobblestone wall with somewhat taller cobblestone corner sections, which surrounds the yard between the front of the Building and the town sidewalk.

B. Documentation Report

In order to make more certain the full extent of Grantor's obligations and the restrictions on the Protected Property and in order to document the setting, the external nature and the significant internal features of the Building as of the date of substantial completion of rehabilitation, the setting, and the appearance and character of the Building will be documented in a set of photographs depicting the setting, the exterior surfaces and significant interior features of the Building, and further described in a memorandum specifying certain technical and locational information relative to said photographs (the "Documentation Report"). The Documentation Report will be completed by Grantee PTV (or any other historic preservation expert identified by Grantees) after Grantor completes the planned rehabilitation of the Building in accordance with plans and specifications which have been approved by Grantees. The Documentation Report will be signed by Grantor and Grantees and held by Grantees and Grantor. It is stipulated by and between Grantor and Grantees that the setting, and the external nature and the significant interior features of the Building as shown and described in the Documentation Report are deemed to be the setting and the external nature and the significant interior features of the Building as of the date thereof and as of the date this instrument is first recorded in the Town of Plainfield Land Records. The external nature of the sides of the Building as shown and described in the Documentation Report are hereinafter referred to as the "Façades".

## II. Restricted Uses of Protected Property.

The Grant consists of preservation restrictions and affirmative obligations to maintain the historic character of the Protected Property as follows:

1. Grantor covenants and agrees at all times to maintain the significant interior features and Façades in a reasonably good and sound state of repair and to maintain the structural soundness and safety of the Building. This obligation to maintain shall require reasonable levels of replacement, rebuilding, repair and reconstruction whenever necessary to have the significant interior features and external nature of the Building at all times appear to be and actually be the same as the Façades and to prevent deterioration of the significant interior features and Façades.

2. Grantor shall follow "The Secretary of Interior's Standards for the Treatment of Historic Properties" issued by the Secretary of the United States Department of the Interior (the "Secretary"), published in the Federal Register on July 12, 1995, codified at 36 CFR Part 68 and incorporated herein by reference (the "Standards") in conducting repairs and maintenance to the significant interior features and Façades, in planning additions to the Building and in planning physical or structural alterations to the significant interior features and exterior of the Building. Prior to commencing construction on any additions or physical or structural alterations to the significant interior features and exterior of the Building, Grantor shall meet with Grantees, or a historic preservation professional acceptable to Grantees, and consult the Standards.

3. Unless otherwise agreed pursuant to this paragraph, the standard for review shall be as set forth in paragraph 2 above. If Grantor and Grantees mutually agree to do so in writing, Grantor and Grantees may use the Standards as they may be amended from time to time by the Secretary, or state or local standards considered appropriate by Grantor and Grantees, instead of the Standards.

4. Grantor shall not make or permit any alteration to the significant interior features and exterior of the Building, nor shall Grantor construct, erect or permit any new buildings or structures on the Protected Property without the prior written consent of Grantees. The approval of Grantees shall not be unreasonably withheld, conditioned or delayed, provided said alteration, building or structure is consistent with the architectural and historic integrity of the Building's features, materials, workmanship and environment and is consistent with the Standards.

5. In furtherance of the covenants contained herein, and without limiting the requirements of paragraph 4 above, Grantor shall not undertake any of the following actions without the prior written consent of Grantees:

- (a) increase the height of the Building;
- (b) adversely affect the structural soundness of the Façades or the Building;

- (c) make any changes to the Façades, including the alteration, partial removal, construction, remodeling, or other physical or structural change, and, including any change in color or surfacing or placement of awnings or signs thereon, with the exception of ordinary maintenance allowed by paragraph 6;
- (d) add, remove, replace or repair any window(s) in the Building;
- (e) erect anything on the Protected Property or on the Façades which would obstruct the substantial and regular opportunity of the public to view the exterior features of the Building from adjacent publicly accessible areas such as public streets, except for a temporary structure during any period of alteration, restoration, or routine maintenance;
- (f) permit any masonry repairs including removal of mortar, stone, brick, concrete or other material and any repointing or replacing any material on the foundation, walls, chimneys or any other part of the building or decorative element associated with the building;
- (g) permit any significant reconstruction, repair, repainting, or refinishing of the Façades that materially alters their state; and,
- (h) dump ashes, trash, rubbish, or any other unsightly or offensive materials on the Protected Property.

6. Notwithstanding the provisions of paragraphs 4 and 5, no approval shall be required for routine maintenance and repair of the Building or for alterations of the non-significant interior features of the Building. Ordinary and necessary repairs and maintenance not materially affecting the architectural integrity of the significant interior features or the Façades shall not be considered as alterations and nothing in this Grant shall be construed to prevent the ordinary maintenance and repair of the Building or the Protected Property.

7. Grantor covenants and agrees to assume the total cost of the continued maintenance, repair, safety and administration of the Protected Property so as to preserve the architectural and historic integrity of the Building's features, materials, workmanship, and environment in perpetuity. Grantor and Grantees agree that Grantees in no way assume any obligation for maintaining, repairing, reconstructing or administering the Protected Property or for paying any claims, liabilities, expenses, costs, damages, losses or expenditures related to the maintenance, repair, safety and administration of the Protected Property.

8. Grantor covenants and agrees to ensure that the general public is provided with reasonable and regular access to the Protected Property for charitable, educational, cultural, recreational, or historic preservation purposes.

9. Grantor shall not sell, convey, transfer, dispose of or further encumber the Protected Property, any part thereof, or any interest therein, or agree to do so, except in accordance with the provisions hereof, without first obtaining the written consent of VHCB. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

10. Grantor shall keep the Protected Property insured by a commercial insurance company qualified to do business in the State of Vermont for the full replacement value of the Building 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 of a type and in such amounts as would, in the reasonable opinion of Grantees, normally be carried on a property such as the Protected Property.

11. In case of fire or other casualty so serious as to cause repair or reconstruction of the Building to be reasonably adjudged by Grantor to be impractical, Grantor may request the prior written consent of Grantees to demolish, remove or raze the Building and/or construct new improvements on the Protected Property, which consent shall not be unreasonably withheld by Grantees provided that the proposed action is consistent with the Purposes of this Grant. In the event of damage resulting from casualty that is of such magnitude and extent as to render repairs or reconstruction of the significant interior features and Façades impractical, Grantees may elect to take possession of any salvageable portion of the significant interior features and Façades and remove them from the Protected Property.

12. Grantor and Grantees hereby acknowledge that these covenants shall constitute a servitude upon the land and run with the Protected Property.

13. No use shall be made of the Protected Property, and no activity thereon shall be permitted which is or is likely to become inconsistent with the Purposes of this Grant.

### **III. Enforcement of the Restrictions.**

1. Grantees shall make reasonable efforts from time to time to assure compliance by Grantor with all of the historic preservation covenants set forth herein. In connection with such efforts, Grantees may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantees shall have the right of reasonable access to the Protected Property, including the interior of the Building. In the event that Grantees become aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantees shall give notice to Grantor of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance, Grantor shall reimburse Grantees all reasonable costs, including staff time, incurred in investigating the non-compliance and in securing its correction.

2. Failure by Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by Grantees within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantees to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Grantees to corrective action on the Protected Property, if necessary. If such Court determines that Grantor has failed to comply with this Grant, Grantor shall reimburse Grantees for any reasonable costs of enforcement, including Grantees' staff time, court costs and reasonable

attorneys' fees, in addition to any other payments ordered by such Court. In the event that Grantees initiate litigation and the court determines that Grantor has not failed to comply with this Grant and that Grantees have initiated litigation without reasonable cause or in bad faith, then Grantees shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitle Grantees to such equitable relief, including, but not limited to, injunctive relief, as the Court deems just.

3. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantees at law, in equity, or through administrative proceedings. No delay or omission by Grantees in the exercise of any right or remedy upon any breach by Grantor shall impair Grantees' rights or remedies or be construed as a waiver.

#### **IV. Miscellaneous Provisions.**

1. The construction of any building, structures or improvements, or any use of the land otherwise permitted under this Grant, shall be in accordance with all applicable ordinances, statutes and regulations.

2. In the event that Grantees deem it necessary or appropriate to procure the services of an architect or a historic preservation professional in connection with any proposed activity or act requiring Grantees' approval under Section II of this Grant, Grantor shall reimburse Grantees for the reasonable costs of said services, provided that such reimbursement shall not exceed the reasonable cost of five hours of such services per approval. Costs incurred by Grantees in excess of that amount shall be paid by Grantees.

3. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of Grantees before commencing an activity or act, and where Grantees have designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantees.

4. Grantor shall provide Grantees with prior written notice of any proposed conveyance of the Protected Property and provide Grantees with a reasonable opportunity to explain the terms of this Grant to the new owner prior to the date of the conveyance.

5. Grantees may transfer the historic preservation rights and restrictions conveyed by Grantor herein, but only to a qualified holder, as defined in 10 V.S.A. Chapter 34, in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers. Grantees shall give Grantor prior written notice of any such transfer.

6. In any deed conveying an interest in the Protected Property, Grantor shall make reference to the historic preservation easement, restrictions and obligations described herein and shall indicate that said easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

7. Grantees shall be entitled to rerecord this Grant or to record a notice making reference to the existence of this Grant, in the Land Records of the Town of Plainfield, as may be necessary to satisfy the requirements of the Marketable Record Title Act, 27 V.S.A., Chapter 5, Subchapter 7, including 27 V.S.A. §§603 and 605.

8. The term "Grantor" shall include the successors and assigns of the original Grantor, the Town of Plainfield. The term "Grantees" shall include the respective successors and assigns of the original Grantees, Vermont Housing and Conservation Board and the Preservation Trust of Vermont, Inc.

9. This Grant shall be governed by and construed in accordance with the laws of the State of Vermont. In the event that any provision or clause in this Grant conflicts with applicable law, such conflict shall not affect other provisions hereof which can be given effect without the conflicting provision. To this end the provisions of this Grant are declared to be severable. Invalidation of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted historic preservation easement and restrictions, with all the privileges and appurtenances thereof, to Grantees, their successors and assigns, to their own use and behoove forever, and Grantor, the **Town of Plainfield** for itself and its successors and assigns, does covenant with Grantees, their successors and assigns, that until the ensealing of these presents, it is the sole owner of the Protected Property; has good right and title to convey the same in the manner aforesaid; that the Protected Property is free from every encumbrance, except those encumbrances and use restrictions listed in **Schedule B** attached hereto and incorporated herein; and, Grantor hereby engages to warrant and defend the same against all lawful claims whatever.

Grantor has caused this instrument to be executed by its duly authorized agent.

**Town of Plainfield**

By: David Strong  
Its Duly Authorized Agent  
DAVID STRONG

**STATE OF VERMONT**  
**COUNTY OF WASHINGTON, SS.**

At Plainfield, Vermont, on this 3RD day of Feb, 2014, personally appeared DAVID STRONG, duly authorized agent of the **Town of Plainfield** and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the **Town of Plainfield**.

Before me, [Signature]  
Notary Public James Demele  
My Commission Expires: 2/10/2015

Plainfield Town Hall Preservation Restrictions

Approved by the Vermont Housing and Conservation Board:

1/22/14  
Date

By: [Signature]  
Its Duly Authorized Agent

Approved by the Preservation Trust of Vermont, Inc.:

1-24-2014  
Date

By: [Signature]  
Its Duly Authorized Agent

Plainfield Town Clerk's Office

Rec'd for record FEB. 4 20 14 A.D.

at 12:00 o'clock 30 minutes P M

Recorded in Book 67 Page 23-33

Attest [Signature] Asst. Town Clerk

**SCHEDULE A DESCRIPTION**

Being all and the same land as conveyed to Town of Plainfield by quit-claim deed of The Restoration Society of Plainfield and the Pew Owners and Proprietors of the Restoration Meeting House, now succeeded by the Vermont and Quebec Universalist Unitarian Convention dated June 29, 1981 and recorded at Book 26, Page 184 of the Town of Plainfield Land Records and described therein as follows:

“Being all and the same premises which the Grantor owned in the Town of Plainfield and which was the subject of a certain lease between the Restoration Society of Pew Owners and the Town of Plainfield dated 29 June 1908, which lease is recorded in the land records of the Town of Plainfield in Book 10 at Page 428. The land and premises herein conveyed is also all and the same land and premises which the Grantor owned at the time that the Grantor conveyed its right, title and interest to the Town of Plainfield on 15 April 1952, said deed having been recorded in the land records of the Town of Plainfield at Book 19, at Page 289, including title to the church bell which was on the premises during the entire period of time that the above-referred to lease was in effect but was loaned to the Emmanuel Pentacostal Church prior to the time that the above-referenced deed of 15 April 1952 was executed and delivered to the Town of Plainfield.

Being all and the same land and premises as conveyed to The First Restoration Society by Deed of Nathaniel Bancroft dated March 30, 1842 and of record in Book 4, Page 233 of the Town of Plainfield Land Records.

Meaning hereby to include such church bell as part of this conveyance of the so-called Town Hall or Opera House to the Town of Plainfield.”

Reference is hereby made to the above-mentioned deeds and records thereof, all former deeds and the records thereof for a further description of the said granted land and premises.

**SCHEDULE B**  
**PERMITTED ENCUMBRANCES**

Per the Town of Plainfield's attorney's title opinion, there are no permitted encumbrances recorded in the Town of Plainfield Land Records.