

**DISCRETIONARY PRESERVATION EASEMENT
(RSA 79-D)**

I (We) _____ (Grantor) of _____, County of _____ and State of New Hampshire, for (myself/ourselves) successors and assigns, for consideration paid, grant to The Town of Kensington, County of Rockingham, State of New Hampshire, a Discretionary Preservation Easement in accordance with the provisions of RSA 79-D for a term of 10 years on the following historic agricultural structure, including the land necessary for the function of the building (the PROPERTY), described as follows:

The Property is described as a portion of Tax map ____ Lot ____ in the Town of Kensington. Also reference Grantor's title by [Warranty] deed recorded at Book _____ Page _____, Rockingham County Registry of Deed.

The GRANTEE agrees that the PROPERTY provides a demonstrated public benefit in accordance with the provisions of RSA 79-D:II. The Discretionary Preservation Easement applies to:

The terms of the Discretionary Preservation Easement hereby granted with respect to the above-described PROPERTY are as follows:

MAINTENANCE OF THE PROPERTY: The GRANTOR agree to maintain the PROPERTY in a use and condition in keeping with its historic integrity and character during the term of the easement, consistent with the purposes of RSA 79-D.

ASSESSMENT OF THE PROPERTY: The Grantee agrees that the PROPERTY shall be assessed, during the term of the Discretionary Preservation Easement, based on _____% of full value assessment as provided by RSA 79-D:7. The assessment shall be based on the PROPERTY's use as an historic agricultural structure, and shall not be increased because the owner undertakes maintenance and repairs designed to preserve the structure.

RELEASE, EXPIRATION, RENEWAL, CONSIDERATION

I. RELEASE. The GRANTOR may apply to the local governing body of the Town of Kensington for a release from the foregoing Discretionary Preservation Easement upon a demonstration of extreme personal hardship. Upon release from such easement, the GRANTOR shall pay the following consideration to the tax collector of the Town of Kensington:

(a) For a release within the first half of the duration of the easement 20 percent of the RSA 75:1 full value assessment of such structure(s) and land.

(b) For a release within the second half of the duration of the easement, 15 percent of the RSA 75: 1 full value assessment of such structure(s) and land.

II. RENEWAL. Upon the expiration of the term of the Discretionary Preservation Easement, the GRANTOR may choose to renew the Easement for the additional term of 10 (ten) years. Assessment of the Property shall be based on a percentage of fair market value as determined by the parties at the time of renewal and in accordance with the provisions of RSA 79-D:7.

III. The tax collector shall issue a receipt to the owner of such property and a copy to the governing body of the Town of Kensington for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned considerations, execute a release or renewal of the easement to the GRANTOR who shall record such a release or renewal. A copy of such release or renewal shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.

IV. In the event that the structure is destroyed by fire, storm or other unforeseen circumstance not within the control of the GRANTOR, the preservation easement shall be released without penalty.

V. If, during the term of the preservation easement, the GRANTOR shall fail to maintain the structure in conformity with the foregoing agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the preservation easement shall be terminated and a penalty assessed in accordance with Paragraph I (a) and (b) above.

ENFORCEMENT.

When a breach of this Easement comes to the attention of the GRANTEE, it shall notify the owner of the property subject to the easement, in writing of such breach, delivered in hand or by certified mail, return receipt requested.

The Owner shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to cure the conditions constitution said breach and to notify the Grantee thereof.

If the owner fails to take such curative action, the Grantee may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including Grantee's expenses, court costs and legal fees, shall be paid by the owner, provided the said Owner is determined to be directly or indirectly responsible for the breach.

The Grantee, by accepting and recording this Discretionary Preservation Easement deed agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in furtherance of the preservation purposes for which this Discretionary Preservation Easement Deed is delivered.

WITNESS MY HAND this _____ day of _____ 20____ .

Witness

Grantor

Witness

Grantor

State of New Hampshire, County of Rockingham

Appeared before me this _____ day of _____, 20____, the above signed _____ and _____, known to me or satisfactorily proven to be the same, and acknowledged that he [they] executed the same for the purposes contained therein.

Notary Public/Justice of the Peace
My commission expires:

Accepted this _____ day of _____, 20____. Town of Kensington, NH.

By Kensington Board of Selectmen

Michael Motherway, Chairman

Richard Powers

