

AGREEMENT

The Kensington Leadership Center Trust (hereinafter, "KLCT"), Alan E. Lewis, Trustee, a New Hampshire not-for-profit corporation with a mailing address of 347 Congress Street, Boston, Massachusetts 02210; the Town of Kensington, by and through its Board of Selectmen, with an address of 95 Amesbury Road, Kensington, New Hampshire 03833 (hereinafter, "Town"); and the Sawyer/Kensington Trust (hereinafter, "the Trust") 22 Cottage Road, Kensington, NH 03833 (hereinafter collectively "the Parties") agree to the following terms:

Whereas, KLCT prepared a comprehensive plan for the land currently owned by the Town, known as "Sawyer Park" (the "Town Land"); and the land adjacent thereto having been deeded to the Town by KLCT ("KLCT Land"). The Town Land and the KLCT Land are referred to collectively as the "Park"; and **If all the land is town-owned, why refer to the Park this way? An exhibit detailing the parcels of land constituting the park will be added here.**

Whereas, KLCT (and/or related parties) donated land to the Town and paid for the development of the Park at a cost of about \$3.2 million; and

Whereas, since the Park's inception, the Trust has spent about \$360,000 for the maintenance and operation of the Park; and

Whereas, the Parties are desirous of seeing the Park's continued development for park and recreational purposes in a cohesive fashion; and

Whereas, the Parties are desirous of seeing that the Park is maintained for the purposes for which it was built for the foreseeable future;

Therefore, the Parties agree as follows:

1. The term of this Agreement is thirty (30) years from the date hereof;
2. KLCT will fund the internal operating costs of the Trust, which has qualified as a public charity under Internal Revenue Service statutes and regulations. The Trust consists of five members, three of whom are currently appointed by the Board of Selectmen ("Town Trustees"). Hereafter, subject to approval by the Town of Kensington, the Town Trustees shall be elected at Town Meetings in similar fashion to other Town Trusts, such as the Library Trust, Grange Hall Trust and the Cemetery Trust. **In the event a trustee position fails to be filled by election, the Board of Selectmen shall appoint a trustee to serve until the next Town Meeting, at which time**

the vacant position will be filled by election. Initial trustee positions should be for one, two and three years so that only one trustee position is subject to re-election in any year. The remaining two Trustees shall be appointed by KLCT. The Parties agree that four Trustees constitute a quorum, and four votes are needed to take any action on behalf of the Trust.

3. The Town agrees to provide \$30,000 annually to the Trust. KLCT agrees to provide all remaining funds necessary to maintain the Park (“Necessary Funds”). All permit fees shall be remitted to the Trust.
4. KLCT shall hire a Park Manager, to be selected by the Parties, to oversee the operations of the Park, in consultation with a designee selected by KLCT. Key responsibilities of the Park Manager shall include the coordination of all Park activities, including but not limited to Park rentals, event scheduling, advertising, concession stand, and community and nearby communities outreach. ~~In effect, to help the Parties manage the Park efficiently.~~ Funds paid to the Park Manager shall also be considered Necessary Funds.
5. The Park will be used by for-profit and not-for-profit groups who will benefit from the use of the Park and they may retain the revenue that such groups may earn from concession stand sales, ticket sales, or other revenue-generating activities. The Parties agree that the first priority for use of the Park shall be given to Town residents. Town residents shall not be required to pay a permit fee. The Parties further agree to establish minimum Permit Fees consistent with the attached “Permit Fee Schedule” (the “Fee Schedule”) attached hereto as Schedule 1, and incorporate the Fee Schedule as part of this Agreement. The Parties agree that all Permit Fees shall be used by the Trust solely to benefit the Park.

The Parties agree to revisit the Fee Schedule annually, prior to January 15th, to make such adjustments to the Fee Schedule as may be reasonable and necessary, including any modifications to the “Definitions” used therein, keeping in mind that the Fee Schedule set forth herein established minimum fees that are to be honored for the period of this Agreement.

6. The Town Board of Selectmen may, after consultation with the Trust, establish policies for the Park’s use.

7. The Trust will, according to its governing documents, have as a purpose the monitoring of the use and maintenance of the Park and recreational facilities, and will make periodic recommendations to the Town. Subject to the Board of Selectmen's approval, the Trust will enter into contracts, oversee and manage the grounds and building maintenance for the Park, including but not limited to:
 - a. Mowing, fertilization, athletic field turf care, pesticide application, plus general purpose plant, shrub and tree oversight;
 - b. Monitoring and routine maintenance of building structures, fencing, and playground and fields; and
 - c. Making capital improvements to the Park.
8. To accomplish the goals set forth in paragraph seven (7) herein, the Town, Trust and park manager agree to sponsor a jointly conducted comprehensive review of the Park Grounds, buildings, playground equipment, and athletic fields for purpose of developing a maintenance schedule which will remain intact during the life of this Agreement. This review will be conducted annually, and the schedule may be amended if all parties agree.
9. The Trustees will prepare a financial report reflecting the expenditures and funding sources for the Park on an annual basis. The review and publication of this report is the responsibility of the Board of Selectmen.”
10. This Agreement may be modified only in writing and only by the agreement of the Town, KLCT and a vote of not less than Eighty Percent (80%) of the Trustees of the Trust.
11. This Agreement will expire thirty (30) years from the date hereof, unless extended in writing by the Town, KLCT and the vote of not less than Eighty Percent (80%) of the Trust.

[signature pages to follow]

All of the changes proposed above are agreed to by the members of the review committee.

Sawyer Park Maintenance and Repair/Improvements Financial Report

	Sawyer Kensington Trust	KLCT
2017	\$24,572.66	\$8,000.00
2016	\$31,262.99	\$8,000.00
2015	\$7,867.72	\$8,000.00
1014	\$11,663.00	\$8,000.00
2013	\$9,085.26	\$8,000.00
2012	\$10,850.00	\$8,000.00
2011	\$19,851.37	\$8,000.00
2010	\$15,206.04	\$8,000.00
2009	\$52,971.51	\$8,000.00
2008	\$96,050.79	\$8,000.00
Total	\$279,381.34	\$80,000.00