

DECLARATION OF PRESERVATION RESTRICTIONS AGREEMENT

This Declaration of Preservation Restrictions Agreement, executed the ____ day of June, 2016 by the TOWN OF GREENWICH (hereinafter referred to as "Grantor") and in favor of the STATE OF CONNECTICUT (hereinafter referred to as "Grantee"), acting by the STATE HISTORIC PRESERVATION OFFICE (SHPO), an agency of the State of Connecticut having its offices at One Constitution Plaza, 2nd Floor, Hartford, Connecticut 06103.

WITNESSETH THAT,

WHEREAS, the Grantee has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of the buildings, structures, and sites significant to the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and in particular the Grantee has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of that certain building known as the "Old Barn" and appurtenant structures (such structure and appurtenant structures hereinafter referred to cumulatively as the "Property") which is indicated and described in Exhibit A and Exhibit B hereof, attached thereto and made a part thereof, which building and appurtenant structures are hereby declared to be significant in the history, architecture, archeology or culture of the State of Connecticut, its municipalities or the nation; and

WHEREAS, the Grantee wishes to protect and further such interest by acquiring legally enforceable rights to ensure that the Grantor and its successors in title to the Property use and maintain said Property in a way which will advance and further such interest; and

WHEREAS, the Grantor likewise has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of the Property, which the Grantor acknowledges to be significant to the history, architecture, archaeology or culture of the Town of Greenwich; and

WHEREAS, the Grantor has represented itself as the owner of the Property; and

WHEREAS, the Grantor wishes to impose certain limitations, restrictions, obligations and duties upon itself as the owner of the Property and on the successors to its right, title or interest thereon, with respect to maintenance, protection, preservation, restoration, stabilization and adaptive use of said Property in order to protect the historical, architectural, and cultural qualities of the Property; and

WHEREAS, the Declaration of Preservation Restrictions Agreement by the Grantor on behalf of itself, its successors and assigns in favor of the Grantee, its successors and assigns, will assist, advance and protect the interests recited above; and

WHEREAS, among the purposes of this instrument is the purpose of the Grantor to guarantee the preservation of the historical and architectural qualities of the Property, as provided in Section 10-411 of the Connecticut General Statutes and as set forth in Section 10-411(b)(3) of said Statutes, and to impose on the Property "preservation restrictions" as that term is used in Section 47-42a(b) of the Connecticut General Statutes;

NOW, THEREFORE, the Grantor, declaring its intention that it, its successors and assigns be legally bound hereby, in favor of the Grantee, its successors and assigns, and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and confirm to said Grantee, its successors and assigns for the term hereof, the benefit of preservation restrictions and obligations maintenance agreement (all as more particularly described herein and in Exhibit B hereof, attached hereto and made a part hereof) in and to the Property. The preservation restrictions and obligations maintenance agreement herein described shall constitute binding restrictions and maintenance agreement obligations upon the Property of the said Grantor and upon the Grantor and its successors in title and interest for the benefit of the Grantee, its successors and assigns; and to that end the Grantor hereby agrees as follows on behalf of itself, its successors and assigns, jointly and severally, to and for the benefit of the Grantee, its successors and assigns; it being the intent of the Grantor and Grantee that said preservation restrictions shall run as a binding servitude with the land for the period set forth herein:

1. Subject to appropriations the Grantor agrees to assume and pay the cost of the continued maintenance, good and sound repair, and administration of the Property, whether now existing or henceforth constructed, so as to preserve and maintain the historical, architectural, and cultural qualities of the same for a period of twenty (20) years in a manner satisfactory to the Grantee, its successors and assigns, subject to reasonable wear and tear. For this purpose, the historical, architectural and cultural qualities of the Property shall be deemed to be those qualities described in Exhibits A and B hereof.
2. Without express prior written permission of the Grantee, signed by its duly authorized representative, or the express written permission of the Grantee's successors or assigns, signed by its duly authorized representative or representatives, no building or other structure or improvement or alteration shall be made which would significantly affect the appearance or the historical, architectural and cultural qualities of the exterior of the Property as shown in Exhibits A and B, attached hereto and made a part hereof; and no alteration or any other thing shall be undertaken or permitted to be undertaken on the exterior of said Property which would affect more than marginally and insignificantly the appearance or the historical, architectural, and cultural qualities of the Property; PROVIDED, HOWEVER, that the maintenance, repair and preservation of the Property may be made without the permission of the Grantee or its successors or assigns; and PROVIDED FURTHER, HOWEVER, that the Grantor may and shall, at its own expense but subject to the provisions of Section 8 hereof, restore the existing building, structure exhibits to which Exhibit B may refer, attached hereto. In the event of damage or destruction to such building, structure and improvements, the restoration may be undertaken only if there shall not then be in effect any federal, state or local law, statute, regulation or other legal provision restricting or prohibiting such restoration. The express prior written permission of the Grantee or its successors or assigns when required by this Section 2 shall not be unreasonably withheld. Upon written request for such permission via certified mail, return receipt requested by the then owner or owners of the Property and the building, structure and improvements thereon, the Grantee, or its successors or assigns, shall act upon such request within thirty days of the receipt thereof, and if such request for permission is not denied in writing mailed to the said requesters at the address or addresses set forth in the request within said thirty days, such request shall be deemed approved and such permission shall be deemed granted.

3. Representatives of the Grantee may inspect the Property at reasonable intervals upon reasonable notice to the possessor thereof in order to determine whether or not the restrictions, agreements and obligations recited herein are being adhered to and observed.

4. In the event of the nonperformance or violation of any duties of the Grantor, its successors, heirs or assigns, under any agreement or preservation restriction provided herein, the Grantee may institute suit to enjoin such violation and to require the restoration of the Property and improvements thereon to the condition required by this instrument and the attachments hereto. Should the Grantee resort to any of the remedies set forth in this paragraph, either the Grantee or the Grantor, whichever is the prevailing party in a finally adjudicated action, may recover from the legally responsible parties all necessary and reasonable costs and expenses incurred in connection with such remedies including, but not limited to, court costs and reasonable attorney's fees.

5. The Grantee may assign the benefit of the restrictions, obligations and duties set forth in this instrument to another Connecticut State governmental body or to any charitable corporation or trust among the principal purposes of which is the maintenance and preservation of buildings, structures and sites significant in the history, architecture, or culture of the State of Connecticut, or its municipalities. Any such charitable corporation or trust shall have demonstrated experience and expertise in the maintenance and preservation of such historic buildings, structures and sites. Any such assignee shall be subject to the prior approval of the Grantor, which approval shall not be unreasonably withheld or delayed. Such assignee may act under this instrument in the same way that the Grantee would have acted, and such assignee shall have a like power of assignment.

6. Without the express prior permission of the Grantee, its successors or assigns, the Property shall be used for the following purposes and no other: Municipal Services. The procedure for the requesting and granting of such express prior written permission under this section 6 shall be the same as that set forth in Section 2 of this instrument and such permission shall not be unreasonably withheld.

7. The Grantor agrees for itself, its successors and assigns that the Property shall be open to the public for viewing of its exterior at least twelve days a year on an equitably spaced basis between the hours of "sunrise to sundown", during the hours that Greenwich Point Park is open to the public. The hours of the park and other details regarding public access to the park are published on the website of the Town of Greenwich, as determined by the Grantor from time to time. Notwithstanding anything contained herein to the contrary, public access to the Property shall be only available in accordance with and subject to the policies and procedures determined by the Town of Greenwich from time to time regarding such access.

8. The Grantor, its successors and assigns, shall maintain for the Property fire and extended coverage insurance (and flood insurance if the same is available) in accordance with the policy of the Town of Greenwich regarding insurance of properties owned and maintained by the Town of Greenwich. Grantor shall, from time to time at the request of Grantee, provide Grantee with satisfactory evidence of such insurance. It is contemplated by the parties hereto that the proceeds of such fire and extended coverage and flood insurance shall be used to repair and restore the Property and improvements should they be damaged or destroyed by any peril which the Grantor, its successors and assigns are required to insure against or which they have insured against. To the extent that the Property is destroyed or damaged by any casualty which the Grantor or its successors and assigns are not required to insure against and have not insured against, the Grantee, its successors and assigns shall have none of the remedies set forth out in Section 4 of

this instrument for failure to repair such destruction or damages. The Grantor shall not be required to repair or restore the Property and improvements if such repair or restoration is restricted or prohibited by any federal, state or local law, statute, regulation or other legal provision then in effect.

9. The Grantor warrants and represents that it is the owner of the Property and all appurtenances thereto, and no other person or entity has any interest therein.

10. The Grantor agrees and covenants that the provisions of this instrument will be inserted by it into any subsequent deed or instrument of conveyance whereby it transfers title to or any interest in the Property for the period set forth herein.

11. Wherever the context of this instrument would reasonably be deemed to so require, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular.

12. The rights, remedies, privileges, duties and obligations of this instrument shall inure to the benefit of, and be binding upon, as the case may be, successors and assigns of the Grantor and Grantee, and the duties set forth herein shall run with the land, for the period set forth herein.

13. The restrictions and obligations set forth herein shall terminate twenty (20) years from the date of this instrument, but such termination shall not affect rights accrued under this instrument for any occurrence actionable prior to such termination.

Grantor Name:

TOWN OF GREENWICH

By:_____

GREENWICH/FAIRFIELD COUNTY

On this _____ day of _____, 2016, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the

_____ of the TOWN OF GREENWICH and that she/he, as such

_____, being authorized so to do, executed the foregoing instrument for the TOWN OF GREENWICH, by signing the name of the corporation as such

_____.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court/Notary Public

Signed, sealed and delivered In the presence of:

Witness Name

Witness Name

EXHIBIT A

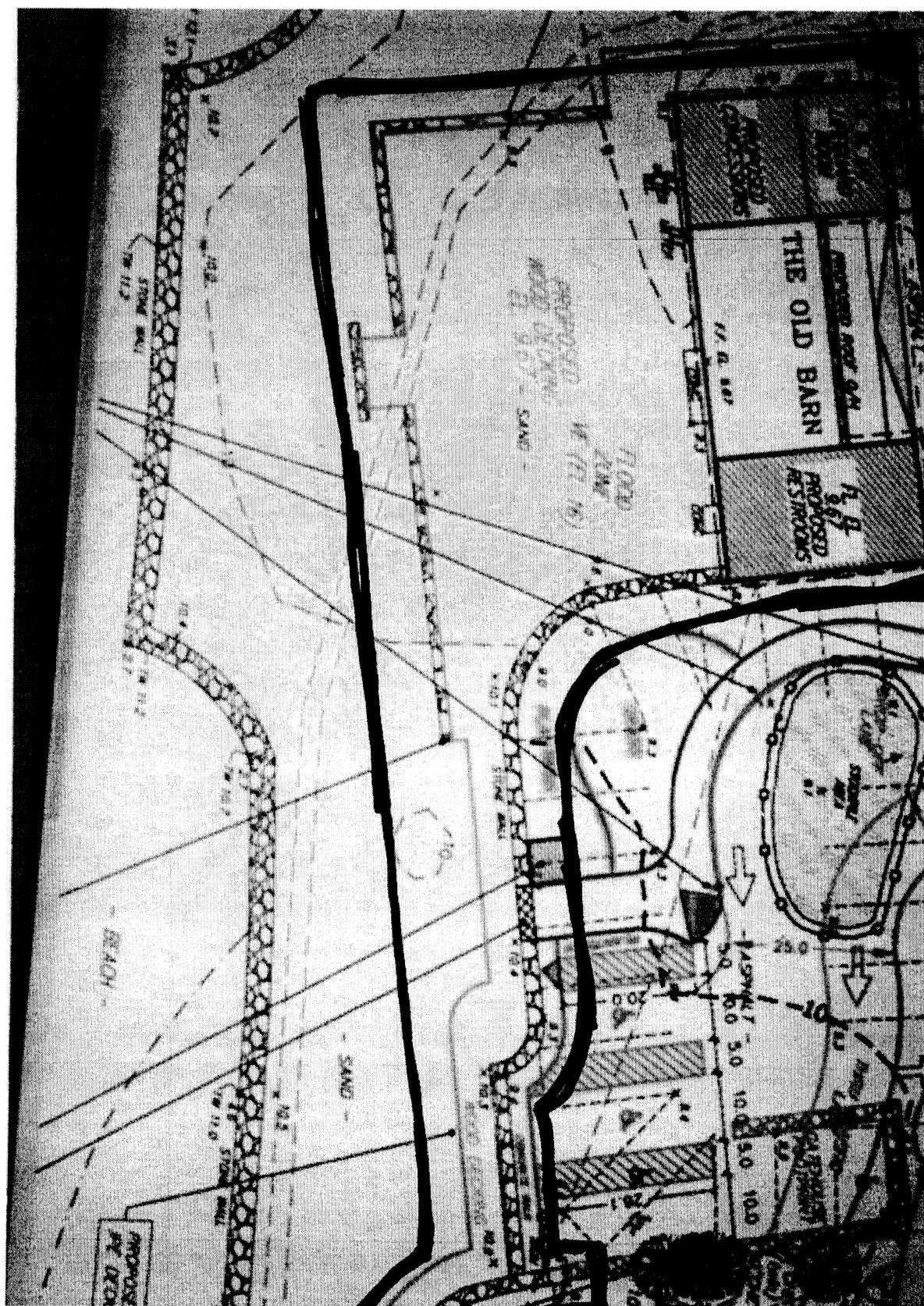


EXHIBIT B

Exhibit B to an instrument entitled: DECLARATION OF PRESERVATION RESTRICTIONS AGREEMENT, executed on the ____ day of June, 2016, by the TOWN OF GREENWICH and STATE OF CONNECTICUT and made a part thereof.

MAINTENANCE STANDARDS FOR THE OLD BARN AT GREENWICH POINT

- 1) The OLD BARN at Greenwich Point has been restored to those standards set forth in the Plans – Old Barn, attached hereto, to preserve its historic integrity.
- 2) Attached hereto and made a part hereof are four photographs of the exterior of the Old Barn, which shall become a part of this Exhibit B.
- 3) The Grantors herein will preserve and maintain the structure as described in good condition during the term of this Preservation Restriction in accordance with the photographs attached hereto.

EXHIBIT B (photos of 4 elevations)



