

AGREEMENT AMONG THE TRUSTEES OF THE KEENE PUBLIC LIBRARY
THE FRIENDS OF THE KEENE PUBLIC LIBRARY, AND
THE CITY OF KEENE, NEW HAMPSHIRE

This Agreement is made and entered into this 28th day of January, 2003, by and between **The Trustees of the Keene Public Library**, an entity operating under the auspices of the municipality of the City of Keene, New Hampshire, of 60 Winter Street, Keene, Cheshire County, New Hampshire (hereinafter referred to as “KPL Trustees”); **The Friends of the Keene Public Library**, a duly formed and operating non-profit charitable organization of 60 Winter Street, Keene, Cheshire County, New Hampshire (hereinafter referred to as “The Friends”); and the **City of Keene, New Hampshire**, a municipal corporation organized and existing under the laws of the State of New Hampshire, of 3 Washington Street, Keene, Cheshire County, New Hampshire (hereinafter referred to as “the City”).

This Agreement is conditioned upon the conveyance by warranty deed of certain land and buildings located at 91 West Street, Keene, Cheshire County, New Hampshire, as described in a deed recorded in Volume 1843, Page 902, of the Cheshire County Registry of Deeds (hereinafter referred to as “the Masonic Building”), by the Jerusalem Lodge No. 104 Masonic Association to the City. The Masonic Building is adjacent to the existing Keene Public Library and it is being acquired, in large part, to provide additional parking for the Keene Public Library and to provide The Friends of the Keene Public Library with space to conduct their charitable undertakings in support of the Keene Public Library.

This Agreement shall be recorded in the Cheshire County Registry of Deeds with the warranty deed from the Jerusalem Lodge No. 104 Masonic Association to the City. This Agreement is intended to run with the land in perpetuity. Any amendment of this Agreement must be made in writing by agreement of all the parties to this Agreement and recorded in the Cheshire County Registry of Deeds to be effective.

For good and adequate consideration paid, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. The KPL Trustees shall contribute and pay the sum of Two Hundred Thousand Dollars (\$200,000) towards the purchase price of the Masonic Building, said sum to be paid at the time of closing.
2. The Friends shall contribute and pay the sum of Fifty Thousand Dollars (\$50,000) towards the purchase price of the Masonic Building, said sum to be paid at the time of closing.
3. The Friends shall contribute and pay the sum of Two Hundred Thousand Dollars (\$200,000) towards the purchase price of the Masonic Building, said sum to be paid thirty (30) days prior to the first anniversary of the closing.

4. The Friends shall contribute and pay a sum of Ninety Three Thousand Dollars (\$93,000), to the City for the completion of that work which is described in the report of Medard Kopczynski dated October 31, 2002, attached hereto as Exhibit A, said sum to be paid at time of closing.
5. The Friends shall contribute and pay a sum of up to Ten Thousand Dollars (\$10,000) to the Masonic Building Association when the Masonic Building Association vacates the Masonic Building to defray its moving and relocation expenses, provided it is not in default of the provisions of its lease with the City.
6. The City, by vote of the Keene City Council dated October 3, 2002, voted to accept the conveyance of the Masonic Building on the terms set forth in the warranty deed and further agreed to the terms and conditions set forth in this Agreement.
7. The KPL Trustees, by vote of its Board of Directors on October 25, 2002, voted to accept the terms and conditions set forth in this Agreement.
8. The Friends, by vote of its Board of Directors on October 30, 2002, voted to accept the terms and conditions set forth in this Agreement.
9. The City will take title to the Masonic Building on the condition that the land and buildings shall be used primarily for library purposes. "Primarily for Library purposes" means uses including, but not limited to, a free public library, its programs and activities, reading rooms, lecture rooms, parking for the library office space for the Friends and their book sales, programs and activities, and use for other civic activities, including the use of the facilities at the Masonic Building for other City and community meetings and activities as long as those events do not interfere with library operations. Any revenue which is derived from the use of the land and buildings which are the subject of this Agreement shall be used to defray the cost of repair and maintenance of the said land and buildings.
10. The use of the Masonic Building and its grounds shall be governed by the KPL Trustees, who are appointed in accordance with the 1898 Agreement between Edward C. Thayer and the City of Keene.
11. Except for the expenditures set forth in paragraph 2, 3 and 4 in this Agreement, the City will assume and pay all the expenses of owning, maintaining, repairing, altering, modifying, or redesigning the Masonic Building. No major modification, alteration, demolition, or redesign of the Masonic Building shall be undertaken without the written approval of the KPL Trustees which shall not be unreasonably withheld.
12. The deed of conveyance from Jerusalem Lodge No. 104 Masonic Association to the City shall contain the following language:

The premises hereby conveyed are subject to the restriction that the premises shall be used for public library purposes in a manner that is

consistent with, or complementary to, the use of the adjacent property known as 60 Winter Street, Keene, New Hampshire, pursuant to RSA 202-A:11 V, and as provided in a certain agreement between The Trustees of the Keene Public Library, The Friends of the Keene Public Library, and the City of Keene to be recorded herewith. The foregoing restriction shall be subject to the retained leasehold interest of Jerusalem Lodge No. 104 Masonic Association, which is the successor in interest to the Keene Masonic Building Association, for a period of five (5) years.

See also Agreement Among The Trustees of the Keene Public Library, The Friends of the Keene Public Library, and the City of Keene, New Hampshire, to be recorded herewith at the Cheshire County Registry of Deeds.

See also Assignment of Rights to Enforce Restrictive Covenant from Jerusalem Lodge No. 104 Masonic Association to The Trustees of the Keene Public Library and to The Friends of the Keene Public Library, of even or nearly even date, to be recorded herewith.

The Trustees of the Keene Public Library and The Friends of the Keene Public Library shall have standing to enforce the terms of this covenant.

Except for the retained five (5) year non-renewable leasehold and mortgage of Jerusalem Lodge No. 104 Masonic Association, no portion of the premises conveyed herein will be sold or transferred without the written approval of the City of Keene, New Hampshire, The Trustees of the Keene Public Library, and The Friends of the Keene Public Library, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date above stated.

The Trustees of the Keene Public Library

By: _____
Christine H. Weeks, President
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

On the 28th day of January, 2003, before me, personally appeared Christine H. Weeks, duly authorized President of The Trustees of the Keene Public Library, who executed this Agreement for the purposes therein contained, by signing the name of The Trustees of the Keene Public Library by herself as President.

Given under my hand this the 28th day of January, 2003.

Notary Public/Justice of the Peace
Print name: _____
My commission expires: _____

The Friends of the Keene Public Library

By: _____
Joyce Gallant, President
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

On the 28th day of January, 2003, before me, personally appeared Joyce Gallant, duly authorized President of The Friends of the Keene Public Library, who executed this Agreement for the purposes therein contained, by signing the name of The Friends of the Keene Public Library by herself as President.

Given under my hand this the 28th day of January, 2003.

Notary Public/Justice of the Peace
Print name: _____
My commission expires: _____
The City of Keene, New Hampshire

By: _____
John A. MacLean, City Manager
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

On the 28th day of January, 2003, before me, personally appeared John A. MacLean, duly authorized City Manager of the City of Keene, who executed this Agreement for the purposes therein contained, by signing the name of the City of Keene by himself as City Manager.

Given under my hand this the 28th day of January, 2003.

Notary Public/Justice of the Peace
Print name: _____
My commission expires: _____

