

A G R E E M E N T

THIS AGREEMENT DATED the day of 1982,

between The Trustees of the Diocese of Vermont, a Vermont Corporation with its principal office in the City of Burlington, in the County of Chittenden and State of Vermont, hereinafter called "THE TRUSTEES", party of the first part, and ^{CHURCH CHRISTIAN SOCIETY, INC.} ~~The Incorporated Society for the Preservation of~~

~~Christ Church in Guilford~~, a Vermont Corporation with its principal office in Guilford, in the County of Windham and State of Vermont, hereinafter called "THE SOCIETY", party of the second part,

WITNESSETH:

WHEREAS THE TRUSTEES, hold title to certain real estate in the Town of Guilford, Vermont, on which stands a Church building known as "Christ Church" and

WHEREAS said land and premises have not been used as a Parish of the Protestant Episcopal Diocese of Vermont for many years, and

WHEREAS THE SOCIETY was formed for the preservation of Christ Church, Guilford, Vermont, on its original site as an historic landmark and for other purposes in connection therewith, as more fully appears in its Articles of Association and Amendment thereto, and

WHEREAS THE SOCIETY has through informal consent of The Diocese of Vermont, expended money on the maintenance and restoration of Christ Church and wishes to continue to do so, and

WHEREAS THE TRUSTEES are willing that THE SOCIETY, subject to the conditions and limitations herein expressed, continue to maintain and restore said Christ Church.

NOW, THEREFORE, it is agreed by and between THE TRUSTEES and THE SOCIETY as follows:

I. THE SOCIETY agrees:

A. To continue to maintain the building and grounds of Christ Church, and as financially able, restore the interior of the building, but any restoration is to be done only with approval of the Bishop of the Episcopal Diocese of Vermont.

B. To work to accomplish the purposes outlined in its Articles of Association, which read as follows:

"f. for the purpose of the preservation of Christ Church in Guilford on its original site forever; to provide for the restoration and preservation of the Church as an historic landmark and an example of early New England architecture and as the First Episcopal Church of Vermont; to provide for the care and maintenance of the building; to provide for the care and maintenance of the grounds; to provide for the improvement and preservation of the building and grounds in Substantially its original status but with inconspicuous modern improvements for the convenience and comfort of persons in the more effective safeguarding the building, grounds and cooperating and assisting in the maintenance of the cemetery as part of the restoration of the original Church grounds."

- C. to cooperate with the Rector of St. Michael's Episcopal Church, Brattleboro, Vermont, in holding the Annual Old Home Service and for other Services where THE SOCIETY'S HELP is needed.
- D. Through the Rector of St. Michael's Episcopal Church of Brattleboro, Vermont, to notify THE TRUSTEES of all events, such as lectures, meetings, conferences and/or other cultural or educational functions of a non-sectarian character, which are to be held, or scheduled by THE SOCIETY, which events are to be held only upon the approval of the Bishop of the Episcopal Diocese of Vermont.
- F. To make annual reports to the Bishop of the Episcopal Diocese of Vermont and the Chancellor of the Diocese of Vermont.

II. THE TRUSTEES hereby, approving the amended Articles of Association of THE SOCIETY, recorded April 22, 1966, agree as follows:

- A. That THE SOCIETY may have the care of Christ Church property to the extent herein provided, but:
- (1) provided THE SOCIETY performs its functions
 - (2) that the Protestant Episcopal Diocese of Vermont does not need the building as a Parish or Mission.
- B. Through the Rector of St. Michael's Episcopal Church of Brattleboro, Vermont, to act promptly on all requests of THE SOCIETY for use of the property.

C. Not to make or permit to be made any alterations or additions to the building or grounds which are inconsistent or at variance with the present or future restoration by THE SOCIETY.

D. To pay the proceeds of any insurance received by means of fire or other casualty to THE SOCIETY for its use.

E. To pay over to THE SOCIETY each year the interest received from the Guilford Rectory Fund and the Ellan A. Weatherhead Fund, so long as it is legally permissible and during the period of this agreement.

III. It is mutually agreed as follows:

1. That this agreement shall continue until terminated by THE TRUSTEES, or by THE SOCIETY, but in no event shall it continue for more than fifteen (15) years. However, at the end of this fifteen (15) year period, THE TRUSTEES agree that it will give consideration to a renewal, or extension, of the agreement, subject to such terms and provisions as may be mutually agreed upon.
2. THE TRUSTEES agree not to terminate the agreement prior to the expiration of fifteen (15) years, except for a good cause or reason.
3. Without limiting the meaning of the words "good cause or reason" and solely as examples of the meanings of said words, they shall include the following:

- (1) The need of the use of Christ Church as a Parish or Mission of the Episcopal Diocese of Vermont;
- (2) The failure of THE SOCIETY to perform any of the agreements on its part to be performed hereunder;
- (3) The agreement, or any part thereof being deemed illegal or ultra vires on the part of either THE TRUSTEES or THE SOCIETY;
- (4) The exercise by THE SOCIETY of any actions not covered by the provisions of this agreement.

THE SOCIETY agrees not to terminate the agreement except for good and sufficient reasons. The following are included as examples, but not as limitations on the meaning of the words "good and sufficient reasons":

1. Destruction of the building by fire or natural disaster.
2. Serious loss of THE SOCIETY'S resources.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day first above mentioned.

IN THE PRESENCE OF:

Edward F. Daniel

Brenda Merrill-Lalor

THE TRUSTEES OF THE DIOCESE OF
VERMONT

BY John S. Kerr (SEAL)
Its Authorized Agent

BY _____ (SEAL)
Authorized agent

THE INCORPORATED SOCIETY FOR THE
PRESERVATION OF CHRIST CHURCH

STATE OF VERMONT)
)
Chittenden COUNTY, SS)

AT *Burlington*
12th day of *July*
Robert S. Kent

, in said County, on this
1982, personally appeared

Robert S. Kent agent of THE TRUSTEES OF THE DIOCESE OF VERMONT,
AND he acknowledged the foregoing instrument by him sealed and subscribed
to be his free act and the free act and deed of The Trustees of the Diocese
of Vermont.

Before me,

Catherine D. Perkins
Notary Public

STATE OF VERMONT)
)
COUNTY, SS)

AT

day of

, in said County, on this
1982, personally appeared

agent of THE INCORPORATED SOCIETY FOR

THE PRESERVATION OF CHRIST CHURCH, and he acknowledged the foregoing
instrument by him sealed and subscribed to be his free act and deed and
the free act and deed of The Incorporated Society for the Preservation of
Christ Church.

Before me,

Notary Public