

STATE OF NEW HAMPSHIRE

In Re: Will of Jeremy Belknap Guppy

Nonjudicial Settlement Agreement Pursuant to RSA 564-B:1-111

THIS AGREEMENT is entered by and between the City of Dover, the City of Dover Board of Trustee of Trust Funds, and the New Hampshire Director of Charitable Trusts, by and through duly authorized officials of each body/entity, and consent to as follows:

WHEREAS, a charitable trust was created in by the 1917 will of Jeremy Belknap Guppy, attached as Ex. __, which left real property in Rollinsford to the City of Dover, see Ex. __, (clause tenth, third tract labeled as 10/3 in the margin), “to be occupied and used in such manner as the City may see fit” together with “the benefit, income and control of said property”;

WHEREAS, by a 1956 judicial Decree recorded at Strafford County Registry of Deeds 669-347, attached as Ex. __, the Superior Court decreed “[t]hat the primary intent of Jeremy Belknap Guppy was the care of the needy people of the City of Dover”, and further authorizing the sale of the subject Rollinsford property with “the proceeds from said sale or sales to be placed in a trust fund designated as the “Jeremy Belknap Guppy Trust” under the control and supervision of the Trustees of the Trust Funds of the City of Dover, to be invested by said Trustees in such securities and/or institutions as are on the legal list, and payments of income accruing or accrued to be made to the City of Dover only upon application by said City of Dover for the use and benefit of the needy people of the City of Dover.”;

WHEREAS, in 2025 the subject Rollinsford property was sold to the highest bidder for \$510,000, as reflected in the City of Dover resolution attached as Exhibit __, with such sale proceeds placed in the Jeremy Belknap Guppy Trust” as directed in the 1956 judicial Decree;

WHEREAS, the County of Strafford has proposed to build a homeless shelter on real estate in the City of Dover that is currently owned by the County of Strafford. To fund the construction, the City of Dover has proposed using the \$510,000 proceeds from the sale of the subject Rollinsford property currently in the “Jeremy Belknap Guppy Trust” (combined with other funds to create a total of \$1,698,878) to fund construction of said homeless shelter on the County’s land in the City of Dover;

WHEREAS, the proposed use of the \$510,000 sale proceeds as described herein directly aligns with the decree purpose of the trust, but to use trust corpus would require modification of the 1956 judicial Decree, which only allows “payments of income accruing or accrued”, and not payments from the trust corpus.

WHEREAS, New Hampshire law provides the ability for parties to enter into nonjudicial settlement agreements for “the termination or modification of a trust.” *N.H. Rev. Stat. Ann.* §564-B:1-111(d)(7).

WHEREAS, the parties are, subject to obtaining judicial approval, entering into this nonjudicial settlement agreement in order to permit the use of the \$510,000 sale proceeds to fund the County’s construction of a homeless shelter in the City of Dover.

NOW THEREFORE, the City of Dover, the City of Dover Board of Trustee of Trust Funds, and the New Hampshire Director of Charitable Trusts hereby agree as follows:

Purpose of the Trust

1. The purpose of the Trust shall remain unchanged and continue to be for “the care of the needy people of the City of Dover”.

Expenditure of Trust Funds

2. A total of \$510,000 from the corpus of the “Jeremy Belknap Guppy Trust” may be expended to fund the construction of a homeless shelter located on real estate owned by the County of Strafford within the City of Dover.

Powers and Duties of the Trustees of the Trust Funds

3.1 The City of Dover Board of Trustees (Trustees) shall continue to manage the remaining trust funds in the “Jeremy Belknap Guppy Trust” pursuant to the 1956 judicial decree. For avoidance of doubt, there will be a balance of funds in the “Jeremy Belknap Guppy Trust” remaining after the expenditure of the \$510,000 discussed above, and such remaining balance of funds would, consistent with the 1956 Judicial Decree, “be invested by said Trustees in such securities and/or institutions as are on the legal list, and payments of income accruing or accrued to be made to the City of Dover only upon application by said City of Dover for the use and benefit of the needy people of the City of Dover.”

3.2 The Trustees shall maintain such records for the “Jeremy Belknap Guppy Trust” as will evidence the amounts received for deposit, the amounts disbursed and withdrawn, the total amount of trust funds held, and the location, description, and character of the investments of the Fund. Such books and records shall be open to the inspection of all persons in the City of Dover. *N.H. Rev. Stat. Ann.* §31:34. The Trustees shall properly file all requests required under State law, including those required to be filed with the Department of Revenue Administration (which may include the Department of Revenue Administration Form MS-9 and Form MS-10) and the Charitable Trusts Unit in the Office of the Attorney General, if any.

Miscellaneous

4.1 This Agreement shall be governed by the laws of the State of New Hampshire.

4.2 Should any provision of the “Jeremy Belknap Guppy Trust” and/or this Agreement be held to be unlawful, invalid, or unenforceable by a court of competent jurisdiction, such provision shall not affect the remaining provisions of the surviving document(s), but shall be fully severable, and the Fund and/ or Agreement shall be construed as if such unlawful, invalid, or unenforceable provision had never been included herein.

IN WITNESS WHEREFOR, the undersigned, duly authorized representatives of the identified parties to this Agreement hereby stipulate to the terms and conditions of same on this effective date as of the date last signed by the parties below.

CITY OF DOVER

_____ Dated: _____
J. Michael Joyal, Jr.
City Manager

CITY OF DOVER BOARD OF TRUSTEE OF THE TRUST FUND

_____ Dated: _____
Daniel Lynch, Chair

NEW HAMPSHIRE DIRECTOR OF CHARITABLE TRUSTS

_____ Dated: _____
Mary Ann Dempsey

Exhibits to NJSA

Exhibit A
Guppey Will

①

I, Jeremy Belknap Guppy of Dover, in the County of Strofford and State of New Hampshire do make and declare this to be my last will and Testament disposing of my property in manner following.

First:- I direct my executors to pay my just debts and funeral expenses as soon after my decease as may be.

Second:- I give to my nephews Charles T. Henderson and William C. Henderson both of said Dover and to my niece Delia A. H. Neal of Walden, Massachusetts, the sum of five thousand (5000) dollars each.

Third:- I give to my grandniece Maria J. Robinson of South Berwick, Maine, my grand nephews John P. Guppy of said South Berwick, Eddie V. G. Henderson of Amsterdam, N.Y., John F. Neal of Boston, Massachusetts and to Sarah F. Henderson, widow of John Henderson deceased of Catskill, N.Y. the sum of two thousand (2000) dollars each.

Fourth:- I give to Abram P. Place of said Dover the sum of five hundred (500) dollars.

Fifth:- I give to Sarah W. Stoughton and Henrietta Guppy both of Rollinsford, New Hampshire and to

Sarah J. Sargent of Chelsea, Massachusetts
the sum of three hundred (300)
dollars each.

Sixth:- I give to the City of Dorchester
the sum of two thousand (2000)
dollars, in trust, the income only
therefrom to be used annually, to
aid the worthy poor of that city.

Seventh:- I give to the City of Dorchester
the sum of five thousand (5000)
dollars to be used towards the construction
of a public swimming pool
or for the purpose of maintaining a
public swimming pool, upon the
condition that the construction of such a pool
be commenced within two years from
the time of my death; and in case the
construction of such a pool is not
commenced within two years
of my death said sum of five
thousand (5000) dollars shall become
a part of the residuum of my estate.

Eighth:- I give to the City of Dorchester the sum
of four hundred (400) dollars, in trust,
the income therefrom to be used for the
purpose of righting, repairing and
cleaning grave stones in Pine
Hill Cemetery in said Dorchester.

It is my wish that this income be
expended on burial lots, for the care
of which there is no other provision.

Ninth:- I give, bequeath and

devise unto the City of Dover a certain tract of land situate on the westerly side of Portland Street in said Dover bounded and described as follows: - viz: - beginning on the westerly side of Portland Street at a stone marked "P." set in the wall at the line fence between my field and pasture and thence running westerly by the line fence between my field and pasture to the Boston and Maine Railroad property; thence running southerly by the Boston and Maine Railroad property a distance of four hundred and fifty eight and forty nine one hundredths feet to a stone post, thence running easterly to a stone post at Portland Street, said post being marked with a letter "P."; thence running northerly by Portland Street to the point begun at, the same being a tract of land containing about thirteen acres, upon the express condition that this tract of land shall be forever used as a public park by said city of Dover.

Park

Tenth

Trust: - I give, bequeath and devise unto the County of Strofford in said State of New Hampshire, in trust, upon the conditions hereinafter set forth, the following described tracts of

10/1

land - the first tract of land is situated on the westerly side of Portland Street in said Dover and is bounded and described as follows viz: - beginning at the intersection of the westerly side line of Portland Street with the southerly side line of Oak Street and running westerly by Oak Street to land of William Brown, thence running southerly by said Browns land to land of the Boston and Maine Railroad; thence running by said Railroad land to land herein before given the City of Dover for Park purposes; thence running easterly by said land given said City for Park purposes to Portland Street; thence running northerly by said Portland Street to the point begun at. The above described tract of land contains about fifteen acres.

10/2

One other tract of land situated in Rollinsford in said County and State of New Hampshire, bounded and described as follows, viz: - beginning at the intersection of the northerly side line of Oak Street with the easterly side line of Portland Street and running *thence easterly by Portland Street to land now or formerly of Michael McCone; thence northerly by

* corrected to east x Fresh Creek Rd. see deed C819/39, City of Dover to McQuade Rity. see Rollinsford tx mp 3/Lot 22

McCormie's land to land of Sarah A. Wiggins; thence westerly by said Wiggins land to Portland Street; Thence southerly by Portland Street to the point begun at. This tract of land contains about eighteen acres. One other tract of land situated in said Hollinsford on the northerly side of the Fresh Creek Road bounded and described as follows viz: - beginning at the southeasterly corner of land of Albert F. R. Elliott and running thence easterly by said road to land of George H. Graton; Thence southerly by land of said Graton to land of Frank Swain; Thence westerly by land of said Swain and land of James McLean; Thence southerly by land of McCormie and land of said Elliott to the point begun at. Said tract of land contains sixteen acres, more or less.

One other tract of land situated in said Dorris on the road leading out of Dorris City and commonly called the Island Road opposite the road leading to the Ezra Hays place; said tract of land contains sixteen acres more or less.

One other tract of land situate in said Dorris on the westerly side of Portland Street bounded as follows: - beginning at a stone post marked

"P." and running westerly to a stone post at land of the Boston and Maine Railroad; thence running southerly by land of the Boston and Maine Railroad to Forrest Street; thence easterly by Forrest Street to land formerly of one McKernan; thence southerly by said McKernan's land, land of Patrick McManus, land of Anna Ross, land of Laurence Connolly, land of James McKeam and land of James Quinn heirs to land of Laurence Connolly; thence easterly by said Connolly land to the rear line of the house lots on Hancock Street; thence by said rear line of said house lots on Hancock Street to Portland Street; thence northerly by Portland Street to the point begun at. This tract of land contains nine and thirty six one hundredths acres, more or less. One other tract of land situated in said Dorset on the easterly side of Portland Street, bounded as follows viz: beginning at the intersection of the southerly side line of Oak Street with the easterly side line of Portland Street and running thence southerly by Portland Street to Granite Street, thence easterly by Granite Street

to land of Thomas Mason; Thence northerly by land of said Mason, thence Easterly by said Mason's land, land of one McKay, land of heirs of George Colbath and land of the Wainward Land Company to Oak Street, Thence southerly by Oak Street to the point begun at. Said tract of land contains twenty four acres, more or less, and includes the homestead house of the said Jeremy Belknap Guppy.

I also give to the County of Stafford upon the conditions hereinafter set forth all my farming tools, carpenter tools, harnesses, sleighs, robes, blankets, sleds, pungs, carts, wheels, machinery of all kinds and all household furniture not hereinafter disposed of which are found upon the above described property or in the buildings thereon.

The conditions upon which the devise and gifts contained in this section of my will are made are that the property herein devised and given shall be held in trust by said County and shall be used as a house for protestants of good character who are descended from American ancestors and who are unable through misfortune or old age to earn their own living for whose support the said County is responsible, and upon the further condition that my homestead house shall be main-

tained in substantially the same condition that it is now in and shall be kept in good repair. (8)

In case said County of Stafford shall fail to accept the above devices and gifts upon the conditions herein contained within two years of the time of the appointment of administration upon my estate, I give be-
queath and devise all of the property mentioned in this clause of my will to the said City of Dorset, the same to be held in trust and to be occupied and used in such manner as the city may see fit, meaning hereby to give said City the benefit, income and control of said property. I request that my homestead house be maintained in the condition in which it now is.

Eleventh:- I give to the Wentworth Home for the Aged, a corporation situated in said Dorset, the sum of Twenty Thousand (20,000) dollars, said sum of Twenty Thousand (20,000) dollars to be used for the purpose of building an addition to the present building of said corporation or for the purpose of constructing another building for the accommodation of elderly people, and for the purpose

of equipping and furnishing such addition or building. This bequest to the Wentworth House for the Aged is made upon the express condition that all of said sum of Twenty Thousand (20,000) dollars and the accumulations thereon which shall not be used for the objects above set forth within six (6) years from the time of my decease, shall upon the expiration of six (6) years from the time of my decease revert to and become a part of my residuary estate, and shall be conveyed and delivered to my executors to be distributed in accordance with the provisions of the residuary clause in my will.

Twelfth:- I give, bequeath and devise to the Hays Hospital a corporation situated in said Dorset and existing by virtue of the laws of the State of New Hampshire and to its successors and assigns the three two tenement houses numbered one and two, three and four, five and six together with the lots on which they are located on Hancock Street in said Dorset, in trust, the income therefrom to be used towards the support of a free bed in said Hospital.

Thirteenth:- I give to the New Hampshire Society for Prevention of Cruelty to Animals the sum of two thousand (2000) dollars, in trust, the income only therefrom to be used for the relief of suffering animals.

Fourteenth:- I give to the Dorr Fireman's Relief Association of said Dorr the sum of one thousand (1000) dollars, in trust, the income only therefrom to be used for the benefit of disabled firemen of that city.

Fifteenth:- I give my wearing apparel to the New Hampshire Home Missionary Society.

Sixteenth:- I give my two watches to my Executors hereinafter named and direct that they shall give them to two young men whom they consider worthy and who are working their way through life.

Seventeenth:- I give to the Wentworth Home for the Aged my spy glass, my field glasses and all of my ~~carves and request that they be~~ retained in said home. I also give to the Wentworth Home for the Aged the Portraits of my brothers, Joseph D. Guppy and Joshua J. Guppy and of myself and request that

(11)

they be placed on the walls within said House.

Eighteenth:- I give to the New Hampshire Genealogical Society which was incorporated in New Hampshire on February 24, 1903 any or all of my articles of furniture, crockery and antiques which said Society may desire.

Nineteenth:- I give to the Dorset Public Library any or all of my books which they may desire.

Twentieth:- All the rest, residue and remainder of my property of every name and nature wherever found I give, bequeath and devise in equal shares to the Wentworth Home for the Aged, the Dorset Childrens Home and to The Hoags Hospital, to them and their successors and assigns, in trust, the income therefrom to be used in such manner as said respective legacies see fit.

I direct my said executors to erect at my grave a stone of the same kind and design as those erected at the graves of my brothers in Pine Hill Cemetery in said Dorset.

I appoint John F. Neal of Boston, Massachusetts and Dwight Hall

was well.

12

I revoke all former wills by me made.

In witness whereof I have hereunto set my hand and seal this eighteenth day of April A. D. 1914

Jeremy Belknap Guppy

Signed, sealed, published and declared by the above named Jeremy Belknap Guppy as and for his last will and testament in the presence of us who at his request and in his presence and in the presence of each other have subscribed our names as witnesses hereto

Gilman H. Twombly
Frank B. Bliss
Dwight Hall

THE STATE OF NEW HAMPSHIRE.

STRAFFORD, SS.—At a ^{special} Court of Probate holden at Somersworth in said County, on the twenty fourth ~~day~~ of March A. D., 1917.
The foregoing instrument purporting to be the last Will in writing of Jeremy Belknap Guppy late of Dover in said County, deceased, having been presented for probate in common form by John F. Neal and Dwight Hall the Executors therein named

and Dwight Hall one of the subscribing witnesses thereto, having made oath before said Court, that he saw the said testator sign and seal said instrument;—that at the time of so doing the said testator was of the age of twenty-one years and of sound mind; and that the said Dwight Hall with Frank B. Bliss and Gilman H. Twombly (all credible witnesses,) attested and subscribed said instrument together in the presence and at the request of the said testator. I do therefore approve and allow the same, and do DECREE that said instrument is duly proved and allowed in this Court in common form, as the last will in writing of said Jeremy Belknap Guppy deceased.

Christopher H. Cook Judge of Probate.

Rollinsford, New Hampshire and is

Exhibit B
1956 Supeior Court Decree

THE STATE OF NEW HAMPSHIRE

Strafford, ss.

Superior Court

September Term 1956

City of Dover

vs.

Director of Charitable Trusts
Wentworth Home for the Aged
Dover Children's Home
Wentworth-Dover City Hospital
and
Whom it May Concern

DECREE

Upon consideration of the petition to deviate from the provisions of the Will of Jeremy Belknap Guppy in the above-entitled matter, and the evidence offered in support thereof, it is hereby

ORDERED, ADJUDGED AND DECREED:

(a) That the primary intent of Jeremy Belknap Guppy was the care of the needy people of the City of Dover.

(b) That the City of Dover, a municipal corporation situate in the County of Strafford in The State of New Hampshire, trustee u/w of Jeremy Belknap Guppy, is authorized and empowered to deviate from the terms of said will and sell, at public auction or private sale, such real estate as will not be needed by said City of Dover in the foreseeable future, and to execute, acknowledge and deliver, by its Mayor, such instrument or instruments as necessary to convey legal title to such real estate as is sold, the proceeds from said sale or sales to be placed in a trust fund designated as "Jeremy Belknap Guppy Trust" and under the control and supervision of the Trustees of the Trust Funds of the City of Dover, to be invested by said Trustees in such securities and/or institutions as are on the legal list, and payments of income accruing or accrued to be made to the City of Dover only upon application by said City of Dover for the use and benefit of the needy people of the City of Dover.

Dated this 19th day of November, 1956.

Harold E. Messott

Presiding Justice

Certified to be a true copy.

ATTEST: Frederick A. Gage Clerk.

RECEIVED 2:30 P.M. Nov. 21, 1956

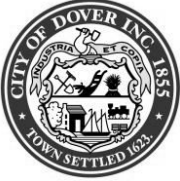
EXAMINED BY John Morison Register

CLERK

PAGE

669
347

Exhibit C
City of Dover Resolution



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R - 2025.09.24 - 45**

Resolution Re: B26009 Disposal of City of Dover Owned Real-Estate Map 3 Lot 9 Rollinsford NH

WHEREAS: A sealed Request for Bid #B26009 was issued and received for the Disposal of City of Dover Owned Real-estate Map 3 Lot 9 Rollinsford NH on September 15,2025 at 2:00 p.m; and

WHEREAS: The bid request listed city owned property for sale in Rollinsford Map 3 Lot 9. Pursuant to City Ordinance Chapter 29 Article I 29-6 Disposing of City Owned Real-estate, the city Manager has evaluated the offers and is recommending dispose of this real-estate to the highest bidder. Bidders were requested to provide a cost offer and intended use of the property along with a 10% bid deposit. The selected bidder will also pay other costs associated with the closing and as well as reimbursement of the survey conducted earlier this summer; and

WHEREAS: Five bid responses were received and reviewed for conformity to the bid requirements and the offer deemed most advantageous came from the highest bidder, Acclivity Growth LLC of Greenland NH in the bid amount of \$510,000; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

Pursuant to City Ordinance Chapter 29 Article I 29-6 Disposing of City Owned Real-estate, requests have been received and the recommendation is for City Council to vote to sell Rollinsford Map 3 Lot 9 to the highest bidder, Acclivity Growth LLC in the amount of \$510,000 plus survey and closing costs.

AND FURTHER BE IT RESOLVED THAT:

The proceeds from the sale of this parcel of land to be placed in the Jeremy Belknap Guppey Trust (8703).

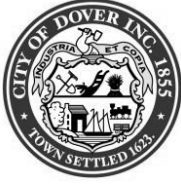
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal Form and Compliance: Jennifer R. Perez
Acting City Attorney

Recorded by: Jerrica Vanslyvong-
Bizier
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.B.6. Resolution Number: R - 2025.09.24 - 45 Resolution Re: B26009 Disposal of City of Dover Owned Real-Estate Map 3 Lot 9 Rollinsford NH
---	---

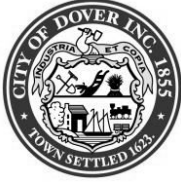
DOCUMENT HISTORY:

First Reading Date: 9/24/2025	Public Hearing Date: n/a
Approved Date: 9/24/2025	Effective Date: 9/24/2025

DOCUMENT ACTIONS:

**Deputy Mayor Shanahan moved to approve the resolution, seconded by Councilor Hackett.
Roll Call Vote: 6-0.**

VOTING RECORD		
Date of Vote: 9/24/2025	YES	NO
Mayor Robert Carrier	X	
Deputy Mayor Dennis Shanahan	X	
Councilor S. April Richer, Ward 1	X	
Councilor Robert Warach, Ward 2	Absent	
Councilor Anthony Retrosi, Ward 3	X	
Councilor Debra Hackett, Ward 4	X	
Councilor Fergus Cullen, Ward 6	X	
Councilor Linnea Nemeth, At Large	Absent	
Councilor Lindsey Williams, At Large	Absent	
Total Votes:	6	
Resolution does pass.		

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.B.6. Resolution Number: R - 2025.09.24 - 45 Resolution Re: B26009 Disposal of City of Dover Owned Real-Estate Map 3 Lot 9 Rollinsford NH
---	--

RESOLUTION BACKGROUND MATERIAL:

The City of Dover Ordinance Chapter 79-6 outlines the process for disposal of City owned property. City Council approved via Resolution R-2022.04.13-083, to solicit offers from abutters and/or bid out for sale Map 3 Lot 9, Old Mill Lane Rollinsford NH. Upon receiving a letter of interest to purchase this real-estate, a request for bids was solicited to abutters in conjunction with the solicitation being sent via constant contact to all interested.

The Jeremy Belknap Guppy Trust (8703) was established through a bequest of Mr. Guppy as prescribed in his will. The purpose of the trust is to aid the worthy poor of the City and benefit of the needy people of the City. In Mr. Guppy's will he also bequeathed certain tracts of land. One of those tracts of land is the parcel identified in this resolution to be sold. In accordance with Mr. Guppy's will, and as confirmed by the NH Department of Justice Charitable Trust Division, the proceeds from the sale of the parcel of land is to be placed in the Jeremy Belknap Guppy Trust (8703). The proceeds to be used for the established purpose of the trust. In prior discussions with the NH Department of Justice Charitable Trust Division, it was acknowledged that the City could use these proceeds for affordable housing with Court consent.

Staff recommends conveying the property and applying the proceeds towards a future permeant shelter/warming center for housing-challenged people. This would meet the existing purpose of the Guppy Trust, aid the worthy poor and benefit the needy people of the City.

Purchasing Information:

Type:	NA	Advertised:	Yes
Invitations Emailed:	1338	Number of Responses:	5
Warranty:	Quit Claim Deed	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completed	Estimated Delivery:	5 weeks
Recommended Award to:	Acclivity Growth LLC Greenland NH	Fund:	
Other Approvals Required:	NA	References Checked:	NA
Previously Worked for City:	NA	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

B26009 Bid Documents

Document Created by: Finance Document Posted on: September 25, 2025	R-2025.09.24 B26009 Disposal of City of Dover Owned Realestate Map 3 Lot 9 Rollinsford NH Page 3 of 3
---	--