

LCHIP

Land & Community Heritage
Investment Program



PROJECT AGREEMENT

The State of New Hampshire, its successors and assigns, acting by and through the New Hampshire Land and Community Heritage Investment Program [LCHIP], and the **GRANT RECIPIENT**, its successors and assigns, [the "Recipient"] hereby agree to perform this agreement ["Agreement"] in accordance with New Hampshire RSA 227-M, LCHIP's *Criteria, Guidelines, and Procedures* [the "LCHIP Guidelines"] and all pertinent New Hampshire laws.

Grant Recipient **GRANT RECIPIENT NAME**
GRANT RECIPIENT ADDRESS

Taxpayer Identification Number **12-3456789**

Project Location **PRIMARY TOWN, SECONDARY TOWN ETC., COUNTY**

Project Name **PROJECT NAME, AKA OTHER PROJECT NAME**

Project Type **000.00^{+/-} acre FEE or CE acquisition or BOTH**

LCHIP Grant ID **20XX-RXX-XX**

Grant Award **\$000,000**

Project Completion Deadline **June 30, 20XX**

PURPOSE

The purpose of this grant award is to assist the **Recipient** in acquiring **TITLE IN OR A CE ON 000.00^{+/-}** acres located in the town(s) of **PROJECT TOWN(S)**[the "Property"], thereby conserving: **(INSERT GENERAL NATURAL RESOURCE VALUES FROM PROJECT SUMMARY PROVIDED BY RECIPIENT)** as described in the project proposal submitted by Recipient on **MONTH XX, 20XX** which include **DESCRIBE SPECIFIC ATTRIBUTES IF APPROPRIATE** [the "Conservation Values"] in perpetuity.

Recipient will utilize this LCHIP grant award to acquire the **INTEREST** in the Property subject to conservation restrictions and an executory interest with right of enforcement and power of termination to LCHIP (the "Deed").

Recipient will complete the Project on or before the Project Completion Deadline. Any request to extend the Project Completion Deadline must be submitted in writing to LCHIP and may be approved in accordance with the *LCHIP Guidelines*.

Amount to be Authorized

Subject to the Recipient's compliance with this Agreement, LCHIP hereby obligates a payment of **\$XXX,XXX.XX** from the LCHIP Trust Fund in support of the Project outlined herein, to be delivered in the form of a check made payable to the Recipient or its agent, at a place and time mutually agreed upon between the parties. Upon completion of the Project, LCHIP will transfer additional funds from the LCHIP Trust Fund to the LCHIP Community Conservation Endowment fund in compliance with the *LCHIP Guidelines*.

LCHIP’s Limited Obligation and Termination Clause

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation the continuance of payments hereunder, are contingent upon the availability of funds and in no event shall the State be liable for any payments hereunder in excess of such available funds. In the event of a reduction or termination of such funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Recipient notice of such termination. The State shall not be required to transfer funds from any other account to the LCHIP Trust Fund in the event funds in that account are reduced or unavailable.

Obligations of Grant Recipient

The Recipient must act in compliance with all statutory and guideline requirements of LCHIP, and must perform all obligations of this grant no later than the Project Completion Deadline. Prior to distributing funds, LCHIP shall determine, at its sole discretion, whether the Project and associated work product comply with the terms of this Agreement and all statutory or other requirements of LCHIP. LCHIP reserves the right to terminate the grant award outlined herein if it determines that any aspect of the Project or work product is inconsistent with the foregoing.

As **Recipient**, the **RECIPIENT NAME** hereby agrees:

1. to record a Grant Agreement provided to the Recipient by LCHIP at the **COUNTY NAME** County Registry of Deeds coincident with the Deed described herein,
2. to return to LCHIP any funds herein provided in the event of a material breach of the terms of this Agreement or incompleteness of any part of this Project by the Project Completion Deadline,
3. to return to LCHIP any funds herein provided to the extent of any loss due to any title that proves to be less than clear and marketable for any portion of the Property or due to material misrepresentations made during the application or project completion process,
4. to limit the use of the Property to conservation purposes in perpetuity as specified by New Hampshire RSA 227-M, the *LCHIP Guidelines* and any other applicable laws.
5. that any material changes to the information contained herein, including any approved extensions of the Project Completion Deadline, shall require execution of a revised Project Agreement by LCHIP and Recipient.

FOR THE STATE OF NEW HAMPSHIRE

By: _____
Dorothy T. Taylor, Executive Director
Land and Community Heritage Investment Program
Duly Authorized

Date

FOR GRANT RECIPIENT

BY: _____
NAME OF AUTHORIZED PERSON
TITLE OF AUTHORIZED PERSON, duly authorized

Date