



PROJECT AGREEMENT between LCHIP and the RECIPIENT

Recipient: RECIPIENT
Project Name: PROJECT NAME
Project Type: Rehabilitation/Study/Acquisition
LCHIP Grant ID: 20XX-RXX-XX
Grant Award: \$XXX,XXX
Preservation Document: X-Year Stewardship Agreement

The State of New Hampshire, acting by and through the NH Land and Community Heritage Investment Program (LCHIP), and the RECIPIENT, (the RECIPIENT), mutually agree to perform this Project Agreement, as described herein, in accordance with RSA chapter 227-M, the *LCHIP Criteria, Guidelines and Procedures* (LCHIP Guidelines), and all other applicable laws.

LCHIP and the RECIPIENT enter into this Project Agreement in advance of entering into a Stewardship Agreement. It is acknowledged by all parties that prior to the final disbursement of the LCHIP grant award, the Stewardship Agreement, containing all statutory and guideline requirements of LCHIP, must be signed by both LCHIP and the RECIPIENT and registered with the COUNTY County Registry of Deeds within thirty (30) days of the date of execution of the Stewardship Agreement. LCHIP will provide the RECIPIENT with the Stewardship Agreement.

The purpose of the project, as described herein and in the Stewardship Agreement, is to protect the historic character and preservation values of the RESOURCE, located in TOWN, COUNTY County, New Hampshire (the RESOURCE).

Recapture Provision:

The RECIPIENT must fully complete the project as described below in this Project Agreement, and must act in compliance with all statutory and guideline requirements of LCHIP. LCHIP must undertake a final inspection of the RESOURCE and completed work prior to the award of the final disbursement of grant funds. LCHIP shall determine, at its sole discretion, whether the project and completed work are consistent with this Project Agreement, the Stewardship Agreement, all statutory and guideline requirements of LCHIP, including but not limited to, approved plans and specifications, and the Secretary of the Interior's Standards for the Treatment of Historic Properties, 36 C.F.R. 68, as amended (the Secretary's Standards). If LCHIP determines the project and completed work are inconsistent with the foregoing requirements, the RECIPIENT shall return the grant funds to LCHIP within thirty (30) days of notification of such determination. Further, if the Stewardship Agreement is not executed and recorded as specified above, the RECIPIENT shall return all received funds to LCHIP. If the RECIPIENT fails to return the funds, LCHIP reserves the right to pursue all appropriate remedies at law and in equity.

Work To Be Undertaken:

Description of Work

Payment Schedule

Subject to the RECIPIENT'S compliance with this Project Agreement, the Stewardship Agreement, and all statutory and guideline requirements of LCHIP, LCHIP hereby agrees to pay to the RECIPIENT the Grant Award, in the amount specified above, from the LCHIP trust fund, in accordance with the following schedule:

- 50% in the form of a check made payable to the RECIPIENT upon the submission and approval of all due diligence items by LCHIP staff and the NH Division of Historical Resources (NHDHR).
- 30% in the form of a check made payable to the RECIPIENT upon completion of 50% of proposed work.
- 20% in the form of a check made payable to the RECIPIENT upon the completion of all work and all required documentation.

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.

Recipient's Covenants

The RECIPIENT hereby agrees to the following obligations, and agrees to ensure such obligations from the holders of any interests in the RESOURCE rehabilitated through this Project Agreement and Stewardship Agreement:

- 1) The RECIPIENT shall submit for review and approval all due diligence items before beginning the project. LCHIP reserves the right to withhold or withdraw awarded funds if the project begins without LCHIP staff's review and approval.
- 2) The RECIPIENT shall complete the project as detailed in the project scope of work or project plans, and as approved by LCHIP. The project must be completed by MONTH YEAR, which is 24 months after the notification of the RECIPIENT'S grant award. A six month extension may be granted by LCHIP's Executive Director upon a written request from the RECIPIENT. Any extension beyond 30 months will require the RECIPIENT to provide a written request to the LCHIP Board of Directors for approval.
- 3) The RECIPIENT shall monitor the property on an annual basis, and, in accordance with LCHIP Guidelines, submit for review an annual monitoring report, to ensure that the terms of the Stewardship Agreement are being adhered to and to ensure that no actions are occurring that could be detrimental to the historic character and preservation values of the property.
- 4) The RECIPIENT shall place a sign or plaque, to be provided by LCHIP, in a prominent place on the property, identifying LCHIP as a contributing partner to the rehabilitation of the RESOURCE and the long-term protection of the RESOURCE. Should the LCHIP sign be damaged or destroyed, the RECIPIENT agrees to repair or replace it with identical signage and absorb any

costs associated with that repair or replacement.

- 5) The RECIPIENT shall include the LCHIP logo and following statement in brochures or programs produced for events that promote or publicize the historic value of the RESOURCE: "This historic resource (name of property may be used) has been protected with assistance from the NH Land and Community Heritage Investment Program;"
- 6) The RECIPIENT shall 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 all properties protected under this Project Agreement and the Stewardship Agreement;
- 7) The RECIPIENT shall return to LCHIP any funds herein provided to the extent of any loss of historic character of the RESOURCE protected by this Project Agreement, including nonconformance with the Secretary's Standards and/or noncompliance with NH RSA chapter 227-M and/or the LCHIP Guidelines;
- 8) The RECIPIENT shall record the Stewardship Agreement at the COUNTY County Registry of Deeds within 30 days of the date of the execution of the Stewardship Agreement; and
- 9) The RECIPIENT shall provide public access, as provided for in the terms of the Stewardship Agreement, to all members of the public in a non-discriminatory way.

The undersigned have read, understand and agree to the terms in this contract;

By: _____ Date: _____

for the RECIPIENT
(print name and title)

THE STATE OF NEW HAMPSHIRE

_____(COUNTY), SS.

On the ____ day of _____ 20____, before me personally appeared

_____, known to me (or satisfactorily proven) to be the person whose name appears above, and s/he acknowledged that s/he executed this document in the capacity indicated above.

Notary Public/Justice of the Peace
My commission expires:

By: _____
Dorothy T. Taylor, LCHIP Executive Director
for the State of New Hampshire

Date: _____

THE STATE OF NEW HAMPSHIRE

MERRIMACK (COUNTY), SS.

On the ____ day of _____ 20____, before me personally appeared Dorothy T. Taylor, known to me (or satisfactorily proven) to be the person whose name appears above, and s/he acknowledged that s/he executed this document in the capacity indicated above.

Notary Public/Justice of the Peace
My commission expires: