



**NH Land and Community Heritage Investment Program (LCHIP)**

**13 West Street, Suite 3**

**Concord, NH 03301**

**603.224.4113**

**PROJECT AGREEMENT between LCHIP and the RECIPIENT**

**Recipient:**

**Project Name:**

**Project Type:**

**Grant Award:**

**LCHIP Grant ID:**

**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 XXXX (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, and it is acknowledged by all parties that the Stewardship Agreement, containing all statutory and guideline requirements of LCHIP, must be signed by the RECIPIENT prior to the final disbursement of the LCHIP grant award 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 XXXX, 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.

**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 one 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 one 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 monitoring documentation and the recording of the Stewardship Agreement with the COUNTY County Registry of Deeds.

### **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, within 24 months of the notification of the RECIPIENT'S grant award. A six month extension may be granted the 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 allow LCHIP, or LCHIP's designee, to monitor the property on an annual basis, according to LCHIP Guidelines, 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 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, at the COUNTY County Registry of Deeds, the Stewardship Agreement 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, and shall provide public access 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: \_\_\_\_\_  
\_\_\_\_\_ (print name)  
for RECIPIENT

Date: \_\_\_\_\_

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: \_\_\_\_\_  
Deborah K. Turcott, LCHIP Executive Director  
for the State of New Hampshire

Date: \_\_\_\_\_

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.

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My commission expires: