

Please return to:

Ray Ilg

c/o LCHIP

**13 West Street, Suite 3**

Concord, NH 03301



NH Land and Community Heritage Investment Program (LCHIP)

**13 West Street, Suite 3** Concord, NH 03301

(603) 224-4113

**PROJECT AGREEMENT**

Between LCHIP and \_\_\_\_\_

**Municipality:**

**Target Properties:**

**Interest to be conveyed:**

**Grantors:**

**Grantee:**

**Executory Interest:**

Summary of Project Costs

Type	Name	Acres	Cost to LCHIP
Target			
	LCHIP endowment contribution (from LCHIP's Trust Fund)		
	Total		

Amount to be authorized:

Check to be made payable to \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

Transfer to LCHIP Endowment: \$ \_\_\_\_\_.

The State of New Hampshire, its successors and assigns, represented by the Executive Director of the NH Land and Community Heritage Investment Program (LCHIP), and \_\_\_\_\_, its successors and assigns, agree to perform this agreement in accordance with New Hampshire RSA chapter 227-M; all applicable sections of the *Criteria, Guidelines, and Procedures* of LCHIP, and all other pertinent New Hampshire laws.

The Land and Community Heritage Investment Program hereby obligates for payment from the LCHIP Trust Fund the amount specified above in the form of one check made payable to \_\_\_\_\_ as specified above in this contract, at the place and time of closing mutually agreed upon between LCHIP and \_\_\_\_\_.

As Grantee of the fee ownership of the \_\_\_\_\_ (the property) acquired through the execution of this project, \_\_\_\_\_ accepts the following obligations:

1. To utilize the funds herein provided by the State of New Hampshire, acting through LCHIP, for the acquisition of the interest referenced in this contract as soon as possible, time being of the essence. The project shall be completed within 18 months of the notification of the grant award. A six month extension may be granted by LCHIP's Executive Director upon a written request. Any extension beyond 24 months will require a written request to the LCHIP Board of Directors for approval.
2. To limit the use of the Property as hereinafter defined to conservation purposes in perpetuity as specified by New Hampshire RSA chapter 227-M, the *Criteria, Guidelines, and Procedures* established by LCHIP and any other applicable laws;
3. That the property acquired through this project (hereinafter "the Property") will be monitored on an annual basis in accordance with the *Standards and Practices* for stewardship of the Land Trust Alliance, and LCHIP's *Criteria, Guidelines and Procedures* to ensure that the terms of the Warranty Deed are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation values of the Property. The

\_\_\_\_\_ agrees to submit a copy of the annual monitoring report to LCHIP to document the actions taken;

4. The \_\_\_\_\_ agrees to place a sign, to be provided by LCHIP, at a prominent location on the Property. The sign should contain as a minimum the LCHIP logo and the following statement: "This property (name of property may be used) has been protected with assistance from the NH Land and Community Heritage Investment Program." Should the LCHIP sign be damaged or destroyed, the \_\_\_\_\_ agrees to repair or replace it with identical signage and absorb any costs associated with that repair or replacement. The \_\_\_\_\_ also agrees that where significant signage is placed at major access points, the Land and Community Heritage Investment Program will be identified as a contributing partner to the acquisition of easement interests and the long-term protection of the Property;

5. That any materials produced after the time of closing to promote or publicize the Property will include the following statement: "This property (name of property may be used) has been protected with assistance from the NH Land and Community Heritage Investment Program." The \_\_\_\_\_ agrees to include the LCHIP logo or appropriate mention of LCHIP participation on significant signage placed at major access points and on major written material in which the logos of other contributing organizations are used;

6. 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 all properties protected under this contract;

7. To return to LCHIP any funds herein provided to the extent of any loss due to material misrepresentations during the application process or in completion of this project by the \_\_\_\_\_ regarding the properties protected by this contract;

8. That all public access provided for in the terms of the Easement will be in accordance with all federal and state policies of non-discrimination in public accommodation.

By: \_\_\_\_\_

\_\_\_\_\_  
**WITNESS:**

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

**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 Turcott, Executive Director  
Land and Community Heritage Investment Program  
For the State of New Hampshire

\_\_\_\_\_  
**WITNESS:**

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

**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:

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SAMPLE