

Grant Agreement may not be altered without prior approval of LCHIP

**EXHIBIT X
LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM
GRANT AGREEMENT**

The [REDACTED] ("Recipient"), as recipient of a \$XXX,XXX financial assistance grant from the Land and Community Heritage Investment Program ("LCHIP") in support of Recipient's acquisition of the above described **conservation easement / agricultural land easement** (the "Easement") from GRANTOR on ~XXX-acre parcel of land in the Town of XXXX, State of New Hampshire (the "Easement Area"), agrees to the following conditions:

1. Recipient will acquire a **conservation/agricultural land easement** on the Easement Area pursuant to RSA 477:45-47, with an Executory Interest granted to the State of New Hampshire and a right of enforcement granted to LCHIP (the "Deed") and further requiring that the Easement Area be maintained for the purposes set forth in RSA 227-M;
2. Recipient will return to LCHIP any grant funds herein provided in the event of a material breach of the terms of this Agreement, material misrepresentations made by Recipient during the LCHIP grant application process, a material breach of Recipient's obligations under the Deed, or an uncured cloud on or failure of title for any portion of the easement interest acquired in the Deed in proportion to the value of the portion of the easement interest with defective title;
3. Recipient will carry out easement stewardship activities on the Property in accordance with the LCHIP *Criteria, Guidelines and Procedures Rev. Date 1.14.19* the "*Guidelines*") and with the Standards and Practices for Conservation Easement Stewardship as published by the Land Trust Alliance; which activities will include:
 - a. marking and maintaining the exterior boundary lines of the Easement Area in a manner sufficient to ensure they remain easily distinguishable over a reasonable period of time;
 - b. insuring at least one inspection of the Easement Area is conducted per calendar year. Said inspection to be conducted so as to reasonably determine that no activities or uses inconsistent with the Deed, this Agreement, or NH RSA 227-M, are occurring on the Easement Area; and
 - c. ensuring an annual report is submitted to LCHIP on or before the annual reporting deadline established by LCHIP, which report will contain:
 - i. the inspection date and the name, title, address and signature of the person(s) conducting the inspection;
 - ii. a description of the conditions on the Easement Area and any activities taking place thereon;
 - iii. a description of any physical changes to the Easement Area, whether natural or human-made;
 - iv. a map of the route taken in conducting any on-the-ground inspection;
 - v. photographs of any material observations; and
 - vi. other reasonable information, documentation or other material as may be requested from time to time by LCHIP;
4. Recipient will take all reasonable steps to proactively investigate and address any challenge, known or suspected, to the purposes and intent of this Agreement or the Deed; will work diligently to cure any violation of those terms that may be discovered, and will promptly inform LCHIP in writing of any actions taken to resolve any known or potential violation of the terms of the Deed or this Agreement.
5. Recipient will deliver to LCHIP copies of any notice of violation or lien relating to the Easement Area received from any government authority within ten (10) business days of receipt. Upon request by LCHIP, Recipient will promptly furnish LCHIP with evidence of compliance with such notice or lien where compliance is required by law.

Commented [PB1]: If GA will not be attached to the CE, describe when Easement Area was acquired and include registry references (book, page, or at least date)

6. Recipient will provide the names of any successors in title to the Easement Area or any interest in the Easement Area to LCHIP no more than twenty (20) business days following notice of any sale, transfer or conveyance of any portion of same. *(include if not inserted in CE. If in CE, delete)*
7. Any materials Recipient produces or approves promoting or publicizing the Easement Area, including on-site kiosks, informational signs, guides or brochures, will include the intent of the following statement: "This Property (name may be used) protected with assistance from the Land and Community Heritage Investment Program".
8. Recipient will place a sign, if provided by LCHIP, at a prominent location on the Easement Area and will accept financial responsibility for the repair or replacement in-kind of said sign, if requested to do so by LCHIP.
9. Recipient will allow LCHIP to make photographs, drawings, or other representations documenting the Easement Area and to distribute them to magazines, newsletters, or other publicly available publications, or use them to fulfill LCHIP's charitable and educational purposes, with proper acknowledgment and designation of Recipient.

LCHIP RIGHT OF ACCESS AND ENFORCEMENT

LCHIP will have reasonable access to the Easement Area and all of its parts for such inspection as necessary to determine compliance with and enforce the terms of this Agreement and to exercise the rights conveyed hereby and to carry out the duties assumed by LCHIP under this Agreement.

AMENDMENT

If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Recipient and LCHIP may by mutual written agreement jointly amend this Agreement. Any such amendment will not negatively impact the protection of the Conservation Values of the Easement Area or the purposes of the Grant Award, will not permit any private inurement to any person or entity, and will not adversely impact the overall conservation and natural resource values protected by the Deed and this Agreement. Nothing in this paragraph will require Recipient or LCHIP to agree to any amendment or to consult or negotiate regarding any proposed amendment.

ASSIGNMENT

LCHIP may convey, assign, or transfer its rights and obligations under this Agreement to any party qualified by the State of New Hampshire to become LCHIP's assignee or transferee, who will have like power upon such assignment or transfer. Recipient may convey, assign or transfer its rights and obligations under this Agreement to any qualified applicant or to an agency of the State of New Hampshire pursuant to NH RSA 227-M:8 II, subject to LCHIP's prior approval.

LCHIP'S REMEDIES

LCHIP may, following reasonable written notice to Recipient, institute suit(s) to enjoin any violation of the terms of this Agreement by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief. LCHIP will also have available all legal and other equitable remedies to enforce Recipient's obligations hereunder. In the event Recipient is found to have violated any of its obligations under this Agreement, Recipient will reimburse LCHIP for any costs or expenses incurred in connection with LCHIP's enforcement of the terms of this Agreement, including but not limited to all reasonable court costs, and legal, administrative or other costs. Exercise by LCHIP of one remedy hereunder will not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy will not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

SEVERABILITY

This instrument is made pursuant to NH RSA 227-M, but the invalidity of such act or any part thereof will not affect the validity and enforceability of this Agreement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or

unenforceability of any provision of this instrument will not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.

INDEMNIFICATION

Recipient hereby agrees to pay, protect, indemnify, and hold harmless at its own cost and expense, LCHIP, its agents, trustees, directors, officers and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Easement Area; the presence or release in, on, or about the Easement Area, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury or other damage occurring on or about the Easement Area unless such injury or damage is caused by LCHIP or any agent, trustee, director, officer, employee, or independent contractor of LCHIP. Provided, however, that nothing contained herein will jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Easement Area.

INTERPRETATION

Nothing contained herein will be interpreted to authorize or permit Recipient to violate any law, ordinance or regulation. In the event of any conflict between any such ordinance or regulation and the terms hereof, Recipient promptly will notify LCHIP of such conflict and will cooperate with LCHIP and the applicable governmental entity to accommodate the purposes of both this Agreement and such ordinance or regulation. To the extent that any action taken by LCHIP pursuant to this Agreement gives rise to a claim of breach of contract, Recipient and LCHIP agree that the sole remedy on the part of Recipient will be reimbursement of actual direct out-of-pocket expenses reasonably incurred by Recipient as a result of such breach and that Recipient will not have any right to indirect, consequential or monetary damages in excess of such actual direct out-of-pocket expenses.

NO WAIVER OF RIGHT TO TAKE ACTION

LCHIP does not waive or forfeit the right to take action as may be necessary to insure compliance with this Agreement by any prior failure to act and Recipient hereby waives any defense of laches with respect to any delay or omission by LCHIP in acting to enforce any restriction or exercise any rights under this Agreement and any such delay or omission will not impair LCHIP's rights or remedies or be construed as a waiver.

FOR THE LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM

By: _____
Dorothy T. Taylor, Executive Director
Duly authorized

_____ Date

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss.

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

Justice of the Peace/Notary Public
My commission expires:

FOR THE RECIPIENT

Authorized

_____ Duly
Date

Print Name and Title Above

STATE OF NEW HAMPSHIRE
COUNTY OF

On this ____ day of _____, 20XX, 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.

Justice of the Peace/Notary Public
My commission expires: