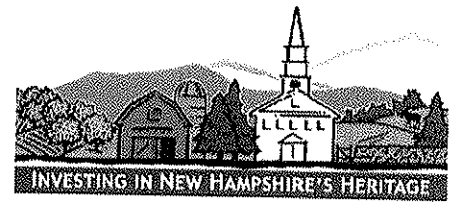


LCHIP

Land & Community Heritage
Investment Program



PROJECT AGREEMENT between LCHIP and the Town of Jaffrey

Recipient: Town of Jaffrey
Project Name: Jaffrey Meetinghouse
Project Type: Rehabilitation
LCHIP Grant ID: 2016-R15-09
Grant Award: Up to \$54,600
Preservation Document: 10-Year Stewardship Agreement

The State of New Hampshire, acting by and through the NH Land and Community Heritage Investment Program (LCHIP), and the Town of Jaffrey (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 Cheshire 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 Jaffrey Meetinghouse, located in Jaffrey, Cheshire 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:

The herein mentioned grant will help fund the rehabilitation of the Jaffrey Meetinghouse. The proposed project includes the in-kind replacement of the Meetinghouse's wood shingle roof.

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 following 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, including recording the Stewardship Agreement.

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.

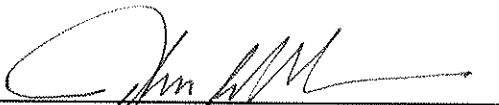
Recipient's Covenants

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) Before beginning the project, the Recipient must submit for review and approval all due diligence items required on the list provided by LCHIP. 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 December 2018, 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 for the duration of the Stewardship Agreement, 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, if provided by LCHIP, at a prominent location on the Property and to accept financial responsibility for the repair, or replacement in-kind of said sign, if requested to do so by LCHIP;

- 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 Cheshire 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.

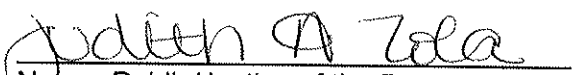
The undersigned have read, understand and agree to the terms in this Project Agreement;

By:  Date: 2/13/17
 (signature for the Town of Jaffrey)
John A. MacLean INTERIM TOWN MANAGER
 (print name and title for the Town of Jaffrey)

THE STATE OF NEW HAMPSHIRE
Cheshire (COUNTY), SS.

On the 13 day of February, 2017, before me personally appeared

John A. MacLean, 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: 12-16-20

JUDITH A. ZOLA
 Notary Public - New Hampshire
 My Commission Expires December 16, 2020

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

Date: March 1, 2017

THE STATE OF NEW HAMPSHIRE

MERRIMACK (COUNTY), SS.

On the 1 day of March 2017, 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.

Chelsea Gardner
Notary Public/Justice of the Peace
My commission expires:

