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✓ NH Land and Community Heritage Investment Program (LCHIP)  
10 Dixon Avenue  
Concord, NH 03301  
603.224.4113

**PROJECT AGREEMENT between LCHIP and the RECIPIENT**

**Recipient:** Town of Epsom  
**Project Name:** Epsom Meetinghouse  
**Project Type:** Rehabilitation  
**Grant Award:** \$191,000  
**LCHIP Grant ID:** 2007-R7-10  
**Preservation Document:** 15-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 Epsom (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 Merrimack 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 Epsom Meetinghouse, located in Epsom, Merrimack 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 workplan includes securing and enclosing the building envelope by repairing exterior siding and trim,



enclosing the hole left on the side elevation left by the removal of an addition, new roofing, exterior paint, and the construction of new barrier-free access to the main level, and installation of HVAC, and electrical systems. All new exterior wooden features shall match the old in design, color, texture, materials and workmanship. Replacement of missing features shall be substantiated by documentary and physical evidence,

#### **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 signing of this Project Agreement.
- 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 Merrimack County Registry of Deeds.

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 and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those 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 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;
- 2) 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.
- 3) 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;"

- 4) 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 ;
- 5) 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;
- 6) The RECIPIENT shall record, at the Merrimack County Registry of Deeds, the Stewardship Agreement within 30 days of the date of the execution of the Stewardship Agreement; and
- 7) 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;

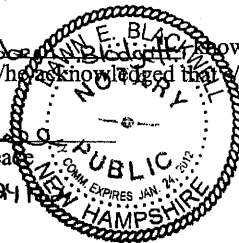
By: Robert Blockett  
Robert Blockett (print name)  
 for Town of Epsom

Date: 07-28-08

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

On the 28th day of July 2008, before me personally appeared Robert Blockett, 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.

Dawn E. Blackmore  
 Notary Public/Justice of the Peace  
 My commission expires: 11/24/08



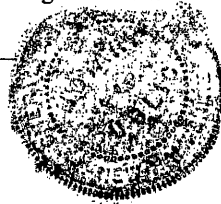
By: Deborah K. Turcott  
 Deborah K. Turcott, LCHIP Executive Director  
 for the State of New Hampshire

Date: July 28, 2008

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

On the 28 day of July 2008, before me personally appeared Deborah Turcott, 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.

Cheryl Ann Carlson  
 Notary Public/Justice of the Peace  
 My commission expires:



MERRIMACK COUNTY RECORDS

Kathi L. Gray, CPO, Register

CHERYL ANN CARLSON, Notary Public  
 My Commission Expires March 10, 2008