



Please return to:  
 LCHIP  
 13 West Street, Suite 3  
 Concord, NH03301

NH Land and Community Heritage Investment Program (LCHIP)  
 13 West Street, Suite 3, Concord, NH03301  
 (603) 224-4113

**PROJECT AGREEMENT**

Between LCHIP and Town of Durham

**Municipality:** Durham

**Target Property:** 176 Acre Sprucewood Forest

**Interest to be conveyed:** Fee Simple with Executory Interest and Conservation Easement

<p><b>Grantors (Conservation Easement):</b>                  Sprucewoods Retirement Trust                  John H. Farrell                  8 Littlejohn Road                  Durham, NH 03824                   Chet Tecce Jr. Revocable Trust                  240 Mast Road                  Durham, NH 03824</p>	<p><b>Grantee (Conservation Easement):</b>                  USDA Natural Resources Conservation Service                  Federal Building,                  2 Madbury Road                  Durham, NH 03824</p>
<p>After transferring the Conservation Easement to USDA, the Chet Tecce Jr. Revocable Trust will convey the restricted fee to the Sprucewoods Retirement Trust</p>	
<p><b>Grantor (Fee Simple):</b>                  Sprucewoods Retirement Trust                  John H Farrell, Trustee                  8 Littlejohn Road                  Durham, NH 03824</p>	<p><b>Grantee (Fee Simple):</b>                  Town of Durham                  15 Newmarket Road                  Durham, NH 03824</p>
<p><b>Grantor (Executory Interest):</b>                  Town of Durham                  15 Newmarket Road                  Durham, NH 03824</p>	<p><b>Grantee (Executory Interest):</b>                  Land and Community Heritage Investment Program                  13 West Street, Suite 3                  Concord, NH 03301</p>

**Project Scope:** The Natural Resource Conservation Service will purchase a conservation easement from Sprucewoods Retirement Trust and Chet Tecce Jr. Revocable Trust. The Chet Tecce Jr. Revocable Trust will then transfer the restricted fee to the Sprucewoods Retirement Trust. Then, the Town of Durham (Grant Recipient) will purchase the restricted fee on what was formerly two properties from Sprucewoods Retirement Trust.

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

**Project Costs Summary:**

Type	Name	Acres	Cost to LCHIP
Target	Sprucewood Forest	176	\$76,770.09
	LCHIP endowment contribution (from LCHIP's Trust Fund)		\$6,667.00*
	<b>Total</b>		<b>\$ 83,437.09</b>

\*The LCHIP Board of Directors specifically set the endowment contribution for the Oyster River Initiative at a total of \$10,000, knowing that amount is much lower than the current CGP formula for this project

**Amounts to be Authorized:**

Check payable to the Trust for Public Land or authorized agent in the amount of \$76,770.09. Transfer to LCHIP Endowment: \$6,667.00.

The Land and Community Heritage Investment Program hereby obligates payment of \$66,667.00 from the LCHIP Trust Fund for the project specified above. Payment is to be provided in the form of one check made payable to the Trust for Public Land or its agent at the place and time of closing mutually agreed upon between the Trust for Public Land, Town of Durham and LCHIP.

**LCHIP's Limited Obligation, Due Diligence Requirements & Termination Clause:**

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 **Grant 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.

This payment will not be distributed until all due diligence outlined in the *Criteria, Guidelines, and Procedures* and the checklist provided with the grant award commitment letter has been submitted to and approved by LCHIP staff. Furthermore, the project shall be completed as detailed in the project scope, application materials, or LCHIP grant approval, within 18 months of the notification of the **Grant Recipient's** grant award, no later than May 15<sup>th</sup>, 2014.

The **Grant Recipient** must act in compliance with all statutory and guideline requirements of LCHIP. LCHIP shall determine, at its sole discretion, whether the project and completed work are consistent with this Project Agreement, the Project Application and all statutory and guideline requirements of LCHIP. If LCHIP determines the project and completed work are inconsistent with the foregoing requirements then the LCHIP Board of Directors has the right to terminate the grant award.

**Obligations of Grant Recipient and Grantee of Conservation Easement Obligations:**

As recipient of the LCHIP grant and holder of the fee interest in the property, the Town of Durham agrees to the following:

1. To limit the use of the target property (hereinafter the Property) to conservation purposes in perpetuity as specified by New Hampshire RSA chapter 227-M, any other applicable laws; and the *Criteria, Guidelines, and Procedures* established by LCHIP;
2. That materials produced to promote or publicize the Property, including on-site kiosks or informational signs, will include the following statement: "This property (name of property may be used) protected with assistance from the NH Land and Community Heritage Investment Program.";
3. The Town of Durham agrees to place a sign, if provided by LCHIP, at a prominent location on the Property. Any replacement or repair costs to the sign will be the responsibility of the Town of Durham;
4. 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;
5. To return to LCHIP any funds herein provided to the extent of any loss due to material misrepresentations during the application process or incompleteness of this project by the Town of Durham regarding the properties protected by this contract;
6. The parties agree that all public access provided for in the terms of the easement shall be in accordance with all state and federal laws and regulations applicable to private, non-profit organizations.
7. This project includes a Conservation Easement which is being conveyed to the Natural Resources Conservation Service. The Town of Durham agrees to provide a copy of the annual monitoring report to LCHIP to document actions taken and to ensure that the terms of the conservation easement are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation values of the Property.

Town of Durham

By: [Signature]  
Todd Selig, Town Administrator

[Signature]  
WITNESS:

Print Name GREGG CAPROSSI

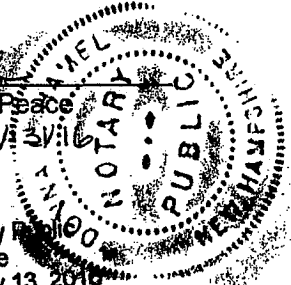
Date: 3/29/13

Date: 3/29/13

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

On the 29th day of March 2013, before me personally appeared Todd Selig,  
known to me to be the persons whose names appears above, and they acknowledged  
that they executed this document in the capacity indicated above.

Donna L. Hamel  
Notary Public/Justice of the Peace  
My commission expires: 7/13/16



DONNA L. HAMEL, Notary Public  
Justice of the Peace  
My Commission Expires July 13, 2016

Land and Community Heritage Investment Program

By: Dorothy T. Taylor  
Dorothy T. Taylor, Executive Director  
Land and Community Heritage Investment  
Program for the State of New Hampshire

Michelle Wilkerson  
WITNESS:

Print Name: Michelle Wilkerson

Date: Dorothy T Taylor

Date: 3-26-13

THE STATE OF NEW HAMPSHIRE

MERRIMACK COUNTY, SS.

On the 26 day of March 2013, before me personally appeared Dorothy 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.

Stacie Elliott  
Notary Public/Justice of the Peace  
My commission expires:

STACIE E. ELLIOTT, Notary Public  
My Commission Expires September 9, 2014



