

Appendix D

PERFORMANCE AGREEMENT
between
Interagency Committee on Natural Resources,
State of Vermont, hereinafter 'State'
and

Town of Fairlee, hereinafter 'Grantee'.
(Town, City or School District)

Date July 23, 1979
Project # 50-00320
Location Western portion of the Town
in the vicinity of Fairlee Town Forest

WHEREAS, it is desirable to construct and maintain a recreation project located within the boundaries of the Grantee; and

WHEREAS, the State is making an allocation of funds to the Grantee to construct and maintain such a project under provisions of the Land and Water Conservation Fund Act and administered by the Heritage Conservation and Recreation Service (HCRS), U. S. Department of the Interior, it is hereby agreed between the parties hereto as follows:

(1) The Grantee agrees and covenants to comply with the provisions of the Land and Water Conservation Fund agreement and Project Agreement between the State and HCRS under which funds are being made available to the State insofar as such terms and conditions contained therein specify responsibilities for construction and maintenance of the Project and are herewith delegated by the State to Grantee.

(2) All terms and conditions for performance under the contracts mentioned in Paragraph 1 above shall apply to Grantee and be an obligation of Grantee to State and are incorporated herein by reference; for the purposes thereof in each instance where the word 'State' appears, the word 'Grantee' shall be substituted excepting insofar as such substitution from the context therein is clearly inappropriate; and all rights conferred upon HCRS against the State shall be deemed to be the rights of the State with respect to the Grantee.

(3) In addition to remedies provided for in Paragraph 2 above the State, at its option, upon default by Grantee in any of its obligations assumed hereunder and upon written notice to the Grantee may

(a) make demand and institute suit for recovery of any sum of money the State may be required to pay to the HCRS by reason of any default of the Grantee;

(b) take any and all necessary steps, upon notice and demand to Grantee, to correct any default with respect to the Project, including but not limited to assuming direction of construction, repair and maintenance of the Project;

(c) recover from the Grantee any costs incurred by State in enforcing any condition specified herein.

STATE OF VERMONT
Agency of Environmental Conservation

By Edward J. Koennemann
Edward J. Koennemann, State Liaison Officer

7/23/79
Dated

TOWN, CITY, SCHOOL, DISTRICT

Theodore A. Zetser
Authorized Official

Dated