

PRESERVATION GRANT AND EASEMENT CONTRACT

THIS PRESERVATION GRANT AND EASEMENT CONTRACT (hereinafter the "Contract") made this 00 day of month, 2010, by and between _____ (hereinafter the "Grantee") and **The Maryland-National Capital Park and Planning Commission, 6611 Kenilworth Avenue, Riverdale, Maryland 20737** (hereinafter the "Commission").

WHEREAS, the Grantee is the owner of all that piece or parcel of property located in the ___ Election District, consisting of ____, more or less, in tax account number _____ and described with particularity on Exhibit A (the "Property"); and

WHEREAS, the Commission administers a program dedicated to the preservation, enhancement, and protection of historic properties in Prince George's County pursuant to Title 5, Subtitle 3, Section 5-306 of Article 28 of the Maryland Annotated Code, Subtitle 29, Section 29-106 of the Prince George's County Code, and the Prince George's County Historic Property Grant Program Guidelines adopted May 8, 2008 by the Prince George's County Planning Board of the Maryland-National Capital Park and Planning Commission; and

WHEREAS, in consideration of a grant from the Commission, the Grantee desires to convey an Historic Preservation Easement ("Easement") to the Commission that will promote the preservation and maintenance of the Property and its historic, cultural, scenic and aesthetic character of the Property.

NOW THEREFORE in consideration of the mutual promises contained herein, the forgoing recitals which are incorporated as operative provisions of this Preservation Grant and Easement Contract, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Commission agrees to provide certain grant funds to the Grantee, and the Grantee agrees to convey to the Commission an Easement subject to the following terms and conditions:

1. **GRANT AWARD.** In exchange for the Easement, the grant shall be _____ Dollars (\$00) ("Grant Award"), payable in cash or certified funds pursuant to the terms of this Contract. Upon acceptance of this Grant Award, the Grantee represents that it has the cash on hand to complete the project or an agreement with a lender to acquire the necessary funds for project completion.
2. **PAYMENT.** Historic Property Grant Program (Grant Program) funds are awarded as reimbursable payments. Upon execution of this Contract, the Grantee shall submit a detailed scope of work to the Commission's Historic Preservation Section. Upon approval of the Scope of Work, the Grantee may commence work. At regular intervals throughout the project, the Grantee may request reimbursement by submitting documentation of project progress and project expenditures, as set forth in this

Paragraph Two (2). Requests for reimbursement shall not be made more than once per month and at least once per quarter, within thirty (30) days of the end of the quarter.

Upon receipt of adequate documentation and the Property Grant Reimbursement Form (attached hereto as Exhibit C), and property inspection, if considered necessary, the Commission shall reimburse the Grantee for amounts specified in the reimbursement request. When reimbursement requests are made, the Grantee must document the expenditures made with match dollars as well as those made with grant dollars. The Grantee must provide copies (not originals) of records, documents, and other evidence in support of all costs and expenses. The Commission will retain twenty percent (20%) of the grant funds until the Grantee's final report, final request for reimbursement, and all documentation is approved. All expenditures (grant dollars, cash match, and in-kind matches) must be made during the contract period. Expenditures made prior to the execution of this contract cannot be reimbursed; nor can they be counted as a match.

3. **MATCH REQUIREMENTS.** Grantee must provide a ten percent (10%) cash match or an in-kind match of goods or services for every dollar of Grant Program funds. Grantee is not required to have match dollars in hand at the time of execution of this Contract, but the match dollars and/or in-kind match must be available, as appropriate, so that the project can be completed within the two-year performance period.
4. **MODIFICATIONS.** The Grantee agrees that the Commission reserves all rights to reassess the grant award and approvals and decline grant reimbursement, withdraw conditional grant approval, and/or require additional documentation and/or assurances.
5. **FINANCIAL SECURITY.** The Commission may require the Grantee to open a separate bank account specifically designated for the project and to deposit the entire grant and matching funds in said account. The Commission reserves the right to audit the Grantee's accounts relating to the grant funds and payments to contractors. The Commission reserves the right to demand and receive the return of any funds not spent in accordance with the Historic Preservation Grant Program's Guidelines or other stipulations and, by submission of the Application, the Grantee agrees to this provision.
6. **ADJUSTMENTS AND ASSESSMENTS.** The Grantee shall continue to pay the real estate taxes and general and special assessments, subsequent to conveyance of the Easement to the Commission.
7. **COSTS.** The Commission shall pay all costs associated with drafting and structuring the Easement, together with the recording costs in connection with settlement. The Grantee shall be responsible for the costs associated with obtaining a title examination/certificate of title, property survey, an easement appraisal by a qualified, independent appraiser, if applicable, bank service charges for mortgage subordination, if applicable, Grantee's attorney's fees, financial, tax, and/or real estate advisor fees, and any other fees associated with the Grantee's professional services and costs associated with settlement.

8. **TITLE.** Title to the Easement shall be free from all liens, encumbrances, judgments and other matters affecting title that could render the covenants in said Easement unenforceable. The expense of curing any issues of title that could render the covenants in said Easement unenforceable shall be paid by the Grantee(s). In the event the Grantee(s) cannot deliver the Easement free of all such liens and encumbrances at the time of settlement, the Grantee shall, at the Commission's election have thirty (30) days in which to cure any defect and deliver title satisfactory to the Commission. If the Grantee either is unable or unwilling to cure such defects in title, either party may cancel this Contract upon written notice to the other. This provision shall survive the execution and delivery of the Easement hereunder and shall not be merged into the settlement hereof.

ADD FOLLOWING LANGUAGE IF THE PROPERTY IS SUBJECT TO A MORTGAGE OR DEED OF TRUST:

Lender Name, Contact and Address (Lender) holds a Deed of Trust/Mortgage lien on the Property. The Grantee agrees that such lien shall be subordinate to this Easement, and that the Grantee shall be responsible for securing such subordination from the Lender prior to the time of settlement. Further, the Grantee agrees to comply with the Lender's conditions of such subordination.

9. **EASEMENT.** The parties agree that the Easement conveyed shall be in substantially the form attached hereto as Exhibit B and incorporated herein, as required pursuant to Title 5, Subtitle 3, Section 5-306 of Article 28 of the Maryland Annotated Code, Subtitle 29, Section 29-106 of the Prince George's County Code, and the Prince George's County Historic Property Grant Program Guidelines adopted May 8, 2008 by the Prince George's County Planning Board of The Maryland-National Capital Park and Planning Commission.
10. **SETTLEMENT.** Settlement shall occur as soon as possible, but not later than six (6) months from the date of this Contract, unless a defect in title is discovered prior to such date. In that event, the last date for settlement shall be extended by the number of days it takes the Grantee to cure any defects in title. Settlement shall take place at the Commission offices at a date and time mutually convenient to the parties. The Easement shall be recorded among the Land Records of Prince George's County, Maryland within 15 days of settlement. If the Settlement contemplated by this Contract is not consummated within the 18 months from the date of this Contract, either party shall have the right to terminate the Contract, and upon such termination the Contract shall become null and void and have no further force and effect.
11. **ENVIRONMENTAL REPRESENTATIONS.** The Grantee represents that to the best of his/hers/its/their reasonable knowledge, information and belief there has been no environmental damage on the Property from any past operations and past storage (above or underground) of any hazardous substances or wastes.

12. **FINAL AGREEMENT.** This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, or representations not expressly contained herein.
13. **EXTENT OF CONTRACT.** Except as to the Grantee's continuing obligations as set forth herein with respect to the grant of easement, payments made under this grant award are terminated two (2) years from the date of settlement. The Grantee understands that the Commission through its Historic Property Grant Program will not make payment for costs incurred after the aforesaid termination date. This Contract may be terminated by the Grantee prior to any expenditure of awarded monies; whereupon the Commission shall have no further obligations to the Grantee with respect to this Contract or the underlying Historic Preservation Grant Program Application filed by Grantee.
14. **PROFESSIONAL STANDARDS.** All Grant Program projects will follow professional standards. The Grantee will follow all applicable federal and state laws, regulations, guidelines, and technical standards, including the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*. Grantees must demonstrate their intention and ability to adhere to these Standards. In particular, Grantees and their contractors must be familiar with the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*. Copies of these standards and guidelines shall be provided by the Commission. Failure to follow the Secretary of the Interior's Standards may result in the revocation of the Grant.
15. **TIME OF PERFORMANCE.** All expenditures of grant funds, cash match, and in-kind matches must occur within the two-year performance period as set forth in the Grant Program Guidelines. No expenditures made before the recording of the Easement will be allowed under this Agreement. The Commission shall not honor requests for reimbursement received after two (2) years from the date of settlement.
16. **FINDING OF NON-COMPLIANCE.** If the Commission finds that the Grantee does not meet the requirements of the Historic Property Grant Program or the terms of this Contract, the Commission may seek remedies for non-compliance including suspension or return of the grant funds.
17. **SUCCESSORS/ASSIGNS.** The parties agree that this Contract shall be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.
18. **DAMAGES.** The Grantee will defend, hold and save the Commission, its officers, agents, and employees, and any appointed body or commission and its members harmless from any and all suits, claims, and demands of any nature or kind, including expenses for or on account thereof, for injury to persons or damage to property sustained by a person or persons resulting in whole or in part from the performance or omission of any employee, agent, or representative or contractor or sub-contractor of the Grantee or from any action arising from the performance of work associated with the Grant Application or this Agreement.

19. **NOTICES.** It is hereby further understood and agreed that all notices to be given shall be deemed received on the date of actual receipt in the case of overnight delivery, or three (3) business days after deposit in the U.S. mail under this Contract and will be given by U.S. certified mail, return receipt requested, or by reputable overnight delivery service as follows:

To the Grantee(s):

To the Commission:
The Maryland – National Capital Park and Planning Commission
Prince George’s County Planning Department
Historic Preservation Section
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772

20. **GOVERNING LAW AND SEVERABILITY.** This Contract shall be governed by and construed in accordance with the laws of the State of Maryland. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidating, illegality or unenforceability without invalidating the remainder of this Contract which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed and delivered, the day and year first written above.

GRANTEE

Landowner’s name

Landowner’s Name

Attest:

THE MARYLAND-NATIONAL CAPITAL PARK
AND PLANNING COMMISSION

By: _____

Secretary-Treasurer

Executive Director

Prince George's County Historic Preservation Grant Program

Exhibit A

Legal Description of Property

Grantee's Name

Property Tax Account No.

Prince George's County Historic Preservation Grant Program

Exhibit B
Example of
Historic Preservation Easement

See attached sample copy of Historic Preservation Easement.

Prince George's County Historic Preservation Grant Program

Exhibit C

Historic Property Grant Reimbursement Form

See attached sample copy of Historic Property Grant Reimbursement Form.