

HISTORIC PRESERVATION EASEMENT

THIS HISTORIC PRESERVATION EASEMENT (hereinafter the "Easement") is hereby granted and conveyed on this ___ day of _____ 20__ by [*Name and Address of Grantors*] ("Grantor") to The Maryland-National Capital Park and Planning Commission, 6611 Kenilworth Avenue, Riverdale, Maryland 20737, a body corporate and politic ("Grantee").

WHEREAS, the Grantor is the sole owner in fee simple of that certain piece or parcel of property located in the ___ Election District of Prince George's County and known as (insert street address) (hereinafter "Property"); and

WHEREAS, the Grantee administers a program dedicated to the preservation, enhancement, and protection of historic properties in Prince George's County pursuant to Prince George's County Code (2003 Edition, 2007 Supplement), as amended, Subtitle 29, Historic Property Grant Program and the Prince George's County Historic Property Grant Program Guidelines adopted on 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 Grantee, the Grantor desires to convey an Historic Preservation Easement ("Easement") to the Grantee that will promote the preservation and maintenance of the Property and the historic, architectural, archeological, cultural, scenic, open space, landscape, and aesthetic character of the Property; and

WHEREAS, the all holders of liens superior to this Easement have agreed to release or subordinate their interests in the Property to the operation and effect this Easement, and to refrain forever from any action that would be inconsistent with its purposes.

WHEREAS, the Grantee is possessed with the power and duty to accept, hold, enforce and administer this Easement; and

WHEREAS, in accordance with the terms and conditions of an Historic Preservation Easement Contract between the Grantor and the Grantee, which terms and conditions have been agreed to and accepted by the Grantor, Grantee has approved a grant in the amount of _____ DOLLARS (\$ _____) (the "Grant"), to be made to the Grantor for the purpose of financing, in part, [*provide description of project*]; and

WHEREAS, a condition of receipt of the Grant is that the Grantor execute this Easement.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purpose. The Grantor and the Grantee recognize the historic, architectural, archeological, cultural, scenic, open space, landscape, and/or aesthetic value and significance of the Property and have the common objective of preserving the aforesaid value and significance of the Property. It is the purpose of this Easement to assure that the architectural, historic, archeological, cultural, and associated open space features of the Property will be retained and maintained in perpetuity for preservation purposes and to prevent any use or change of the Property that are inconsistent with the Property's preservation.

2. Grantor's Covenants. Grantor hereby grants and conveys to Grantee with Special Warranty of Title an easement (the "Easement") in all of that certain lot or parcel of land located in the ____th Election District, in tax account number _____, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging, which is situate, lying and being in Prince George's County, State of Maryland, and which is more particularly set forth and described in Exhibit A (the "Property"), attached hereto and incorporated herein.

3. Subordination. If there is no prior lien on the Property, the Easement (as hereinafter defined) shall be an encumbrance prior to any subsequent lien on the Property. If there are any prior liens on the Property, the Grantor hereby further agrees that such lien shall be subordinate to this Easement (as evidenced by the Mortgagee's/Lender's acceptance herein), and Grantor agrees to comply with Mortgagee's/Lender's conditions of such subordination.

4. Description. Exhibit B consists of _____ pages and includes as Page 1, a Schedule (which is recorded with this Easement) describing the documents, photographs of selected portions or elements of the Property, and other things that are not recorded herewith but are nonetheless as fully and completely incorporated by reference into this Easement as though recorded herewith. The Parties acknowledge that Exhibit B may be modified and updated upon the conclusion of the restoration of the Property.

5. Duration and Nature of the Easement. The Easement shall be perpetual in duration. The Parties agree that it is and shall be considered an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal property interest in the Property, enforceable by the Grantee and its successors, transferees and assigns with respect to the Property and against Grantor and Grantor's heirs, successors, transferees and assigns.

6. Standards for Review. All improvements on the Property, including any changes and alterations must conform to both the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Standards") (see Exhibit C) and the Prince George's County Historic Preservation Ordinance and policies. In the event that the Standards are abandoned or materially altered or otherwise become, in the sole judgment of the Grantee, inappropriate for the purposes set forth herein, the Grantee may apply reasonable alternative standards, and notify the Grantor of the substitute standards. Furthermore, the Grantor agrees to the following specific conditions (if none, state none):

7. Maintenance and Administration. Grantor shall keep and maintain the Property, including the Exterior and Interior (as hereinafter defined) of the improvements thereon, in good, clean and safe condition. Grantor shall maintain, repair and administer the Property and the Exterior and Interior of the improvements thereon in a manner to preserve the historic, architectural, aesthetic and cultural character and appearance of the Property and the improvements thereon as shown and described in Exhibit B. The maintenance, repair and administration of the Property and the Exterior and Interior of the improvements thereon shall further conform to the requirements of Paragraph 6 above.

8. Changes and Alterations. The Grantor shall not demolish, remove or raze the building or structure located on the Property as described in Exhibit B, except as provided in Paragraphs 13 and 14;
 - a. Without the express prior written consent of the Grantee, which consent may be withheld or conditioned in the sole discretion of the Grantee, the Grantor shall not cause, permit or suffer any construction which would alter or change the Property or the Exterior or Interior of any improvements thereon as described and depicted in Exhibit B, provided, however,

that if damage has resulted to said Exterior or Interior from casualty loss, deterioration or wear and tear, then the maintenance, reconstruction, repair, repainting or refinishing to correct the damage shall be permitted without such written permission of the Grantee, provided that such maintenance, reconstruction, repair, repainting or refinishing is performed in a manner that will not substantially alter the appearance of such improvements upon conclusion of the restoration of the Property.

- b. The term Exterior means the exterior surfaces of an improvement on the Property including the architectural style and detail, the general design and arrangement, the kind and texture of the building materials and the type and style of all windows, doors, light fixtures, signs and other similar exterior features. The term Interior means the interior surfaces of an improvement on the Property, including the architectural style and detail, the general design and arrangement, the kind and texture of building materials and the type and style of all windows, doors light fixtures, and other similar interior features. The term “construction” means the act of building a structure and shall include all reconstruction, renovation, improvement, enlargement, alteration, demolition, maintenance or repair of any structure or works, including significant and/or character defining landscape features.
- c. Without the express written consent of the Grantee, no building, structure, or improvement may be constructed or erected on the Property other than those buildings, structures, or improvements which are as of the date of this Agreement located on the Property, as described and depicted in Exhibit B. Grantee may grant permission for any construction, alteration, addition, removal or any other use or activity by the Grantor which is restricted by any provision of this Easement. The failure by the Grantee to act within ninety (90) days of its receipt of any written request for Grantee permission required under this Easement shall be deemed to be approval of the entire request. Permission as to one alteration or addition, or group of alterations or additions, shall in no circumstances be construed to waive the requirement for permission for subsequent alterations or additions.

9. Positive Work Requirements for Stabilization Program.

- a. Within one (1) month of the date of recording this Easement, the Grantor shall present a program for the stabilization of the historic structure located on the Property (the “Stabilization Program”), in the event that the Property requires “stabilization” as defined in this Paragraph 9(a). Necessity to participate in the Stabilization Program shall be at the sole discretion of the Grantee. The Stabilization Program shall outline and prioritize work items necessary to stabilize the historic structure and shall describe the stabilization work, if any, already completed prior to the recording of this Easement. The Stabilization Program shall be submitted to the Grantee for review and written approval and shall be in effect until rehabilitation or restoration efforts can begin.

Stabilization is defined as the act or process of applying temporary measures designed to re-establish a weather resistant enclosure and the structural stability of an unsafe or deteriorated structure while maintaining the essential form as it exists at present. Stabilization shall include securing the structure against intruders on a one-time basis.

- b. Within three (3) months from the date the Grantee approves the Stabilization Program, all measures approved to stabilize the historic structure on the Property shall have been completed by the Grantor.

10. Work Requirements for Rehabilitation Program

- a. Within three (3) months from the date of completion of stabilization, Grantor shall present a program for the rehabilitation of the Exterior [and Interior] of the historic structure located on the Property (the "Rehabilitation Program"). The Rehabilitation Program shall outline and prioritize work items necessary to rehabilitate the historic structure. The Rehabilitation Program shall be submitted to the Grantee for review and written approval.

Rehabilitation is defined as the act or process of returning a structure to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions or features which are significant to its historical, architectural, and cultural values.

- b. Within two (2) years from the date the Grantee approves the Rehabilitation Program; all measures approved to rehabilitate the historic structures on the Property shall have been completed by the Grantor.

11. Archeological Resources. Without the express prior written consent of the Grantee, the Grantor shall not cause, permit or suffer any grading, excavation, plowing over five (5) inches in depth, sub-soiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground. Prior to granting any consent, the Grantee may require the Grantor to perform an archeological survey in order to identify and determine the significance of archeological deposits. If subsequently deemed necessary by the Grantee, the Grantor shall conduct data recovery, excavation, curation, documentation and reporting of the affected deposits, all in a form and substance satisfactory to the Grantee.

12. Inspection. The Grantor authorizes the Grantee and its duly authorized agents and assigns upon reasonable notice and at reasonable times, to enter upon the Property from time to time to inspect and monitor the Property for compliance with the terms and conditions of this Easement. Access to the property shall not be unreasonably withheld. The failure of the Grantor to exercise this right of inspection for any period of time shall under no circumstances be construed as a waiver of such right.

13. Casualty Damage or Destruction. In the event that the Property or any part thereof shall be damaged or destroyed, the Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval, except as otherwise permitted in Paragraph 9(a) herein above. Within thirty (30) days of the date of damage or destruction, if required by the Grantee, the Grantor at its expense shall submit to the Grantee a written report by a qualified restoration architect and/or engineer who are acceptable to the Grantor and the Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Property and/or reconstruction of damaged or destroyed portions of the Property; and
- (c) a report of such restoration/reconstruction work necessary to return the Property to the condition existing as of the date hereof.

14. Review After Casualty Damage or Destruction. If, after reviewing the report provided in Paragraph 13 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims

under Paragraph 15, the Grantor and the Grantee agree that the Purpose of this Easement will be served by such restoration/reconstruction, the Grantor and the Grantee shall establish a schedule under which the Grantor shall complete the restoration/reconstruction of the Property in accordance with the plans and specifications consented by the parties up to at least the total of the casualty insurance proceeds available to the Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 15, the Grantor and the Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of the Easement would not be served by such restoration/reconstruction, the Grantor may, with the prior written consent of the Grantee, alter, demolish, remove, or raze the structure(s) and/or construct new improvements on the Property. The Grantor and the Grantee may agree to extinguish this Easement in whole or in part in accordance with the laws of the State of Maryland and Paragraph 29 hereof.

15. Insurance. The Grantor shall keep the Property insured by an insurance company rated "A1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and structures without cost or expense to the Grantor or contribution or coinsurance from the Grantor. Such insurance shall include the Grantee's interest and name the Grantee as an additional insured. The Grantor shall deliver to the Grantee, within ten (10) business days of the Grantee's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.
16. Taxes. Grantor shall pay on or before the due date, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property, regardless of the status of protests or appeals. Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to the Grantor any payments relating to taxes, assessments, water rates, sewer charges and any other governmental or municipality charges, fines, impositions, or liens asserted against the Property. The Grantee may make such payment according to any bills, statements, or estimates procured from the appropriate public office without inquiry into the accuracy of such bills, statements, or assessments or into the validity of such tax assessments, sales, or forfeitures. Such payment, if made by the Grantee, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien, except that such lien shall not jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.
17. Breach by Grantor and Remedies of the Grantee. Upon any breach of the terms of this Easement by the Grantor, the Grantee may, after reasonable notice to the Grantor, and in addition to any remedies now or hereafter provided by law, exercise any or all of the following remedies:
 - a. institute suit(s) to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction, specific performance or damages;
 - b. demand that the Property be restored promptly to the condition required by this Agreement; and
 - c. enter upon the Property, correct any breach, and hold the Grantor responsible for the resulting cost.

The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. If the Grantor is found to have breached any of the Grantor's covenants under this Easement, the Grantor shall reimburse the Grantee for any costs or expenses incurred by the Grantee, including but not limited to, reasonable court costs, attorney's, architectural, engineering, and expert witness fees.

- 18. Waiver. No waiver of any term or condition of this Easement shall have any force or effect unless it is in writing and approved by the parties hereto. No failure on the part of the Grantee to enforce any covenant or provision herein nor the waiver of any right thereunder by the Grantee shall discharge or invalidate such covenant or provision, or any other covenant, condition, or provision hereof, or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.
- 19. Indemnification. The Grantor shall indemnify and hold the Grantee harmless for any liability, costs, attorney's fees, judgments or expenses to the Grantee or any officer, employee, agent, or independent contractor of the Grantee resulting from actions or claims of any nature by third parties arising from the Grantor's violation of these preservation restrictions, or arising out of the conveyance, possession, or exercise of rights under these preservation restrictions.
- 20. Consent. In any event where the terms of this Easement require the consent of the Grantee, such consent shall be requested by notice to the Grantee.
- 21. Notice. Any notice required to be given by this Easement shall be in writing and may be given by certified or registered mail, with postage prepaid and return receipt requested, or hand delivered and received, if to the Grantor, addressed to the Grantor as follows:

or to the Grantor at such other address as the Grantor may from time to time designate by notice to the Grantee at:

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

Any notice given in the foregoing manner shall be deemed to have been given upon receipt thereof, which shall be presumed to be two (2) days after the day notice has been deposited with the United States Post Office. Each party may change its address set forth herein by a notice to such effect to the other party. The failure to service a change of address notice shall not waive the notice requirement.

- 22. Notice from Government Authorities. The Grantor shall deliver to the Grantee copies of any notice of violation or lien relating to the Property received by the Grantor from any governmental authority within five (5) days of receipt by the Grantor. Upon request by the Grantee, the Grantor shall promptly furnish the Grantee with evidence of the Grantor's compliance with such notice or lien where compliance is required by law.

23. Liens. Any lien on the Property created pursuant to any paragraph of this Easement may be confirmed by judgment and foreclosed by the Grantee in the same manner as a mechanic's lien, except that no lien created pursuant to this Easement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.
24. Subsequent Conveyance. The Grantor agrees that the restrictions of the Easement will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which the Grantor's fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed. The Grantor agrees for [itself,] its [personal representatives, heirs,] successors, transferees and assigns, to notify the Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is being transferred before or within forty-five (45) days of the time the transfer is consummated. The Grantor shall provide the opportunity for the Grantee to explain the terms of the Easement to potential new owners prior to the sale closing.
25. Publication. The Grantee may make photographs, drawings or other representations documenting the significant historic, cultural, or architectural character and features of the Property and distribute them to magazines, newsletters, or other publicly available electronic or printed publications, or use them in any of its efforts or activities for the preservation of the heritage of Prince George's County or advance the general preservation goals of the Grantee.
26. Applicable Law. The Grantor acknowledges and agrees that the Property shall be subject to the rules and regulations of the Historic Preservation Ordinance, Subtitle 29 of the Prince George's County Code (2003 Edition, 2007 Supplement), as amended, and the Prince George's County Historic Property Grant Program Guidelines adopted on May 8, 2008 by the Prince George's County Planning Board of The Maryland-National Capital Park and Planning Commission in effect at the time this easement is conveyed.
27. Compliance with Applicable Ordinances. To the extent that this Easement permits future development of the Property, such development shall conform with appropriate local, state or federal standards for construction or rehabilitation. Furthermore, nothing contained herein shall be interpreted to authorize or permit the Grantor to violate any ordinance relating to building materials, construction methods or use. In the event any conflict between such ordinance and the terms hereof, the ordinance shall prevail and the Grantor shall promptly notify the Grantee of such conflict and shall cooperate with the Grantee and Prince George's County and the State of Maryland or other appropriate authority to accommodate the purposes of both this instrument and such ordinance.
28. Percentage Interests. For purposes of allocating proceeds pursuant to Paragraphs 29 and 30 herein below, the Grantor and the Grantee stipulate that as of the date of this Easement, the Grantor and the Grantee are each vested with real property interests in the Property and that such interests have a stipulated percentage interest in the fair market value of the Property. Said percentage interests shall be determined by the ratio of the value of the Easement on the effective date of this Easement to the value of the Property, without deduction for the value of the Easement, on the effective date of this Easement. The values on the effective date of the Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code. The parties shall include the ratio of those values with the Baseline Documentation (on file with the Grantor and the Grantee) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. For purposes of this Paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant, and the percentage interests of the Grantor and the Grantee in the fair market value of the Property thereby determinable shall remain constant, except that the value of any improvements made by the Grantor after the effective date of this Easement is reserved to the Grantor.

29. Extinguishment. The Grantor and the Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Property in a manner consistent with the purpose of this Easement and necessitate extinguishment of the Easement. Such circumstances may include, but are not limited to, partial or total destruction of the Property resulting from casualty. Extinguishment must be the result of a judicial proceeding in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and any costs or expenses associated with such sale, the Grantor and the Grantee shall share in any net proceeds resulting from such sale in accordance with their respective percentage interests in the fair market value of the Property, as such interests are determined under the provisions of Paragraph 27, adjusted, if necessary, to reflect a partial termination of extinguishment of this Easement. All such proceeds received by the Grantee shall be used by the Grantee in a manner consistent with the Grantee's primary purposes. Net proceeds shall also include, without limitation, net insurance proceeds
30. Condemnation - Eminent Domain. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, the Grantor and the Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. After the satisfaction of prior claims and the net of expenses reasonably incurred by the Grantor and the Grantee in connection with such taking, the Grantor and the Grantee shall be respectively entitled to compensation from the balance to recover proceeds in conformity with the provisions of Paragraphs 29 and 30 herein, unless otherwise provided by law.
31. Interpretation. This Easement will be interpreted under the laws of the State of Maryland and Prince George's County, Maryland in a manner designed to resolve any ambiguities and questions of the validity of specific provisions to give maximum effect to its preservation purpose. If the Grantor has any doubt concerning the easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said Property, the Grantor may submit a written request to the Grantee for consideration and approval of such use. The following provisions shall govern the effectiveness, interpretation and duration of the Easement:
- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Easement and this instrument shall be interpreted broadly to affect its purpose and the transfer of rights and the restrictions on use herein contained.
 - (b) This instrument may be executed in two counterparts, one of which may be retained by the Grantor and the other, after recording, to be retained by the Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern.
 - (c) It is the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument, whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.
 - (d) To the extent that the Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to a use or uses more intensive (in terms of height,

bulk, or other objective criteria regulated by such ordinances) than the Property is devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property during the term of the Easement, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the Purpose of the Easement.

- (e) To the extent that any action taken by the Grantee pursuant to this Easement gives rise to a claim of breach of contract, the Grantor and the Grantee agree that the sole remedy on the part of the Grantor shall be reimbursement of direct out-of-pocket expenses reasonably incurred by the Grantor as a result of such breach and that the Grantor shall not have any right to indirect, consequential or monetary damages in excess of such direct out-of-pocket expenses.

32. Assignment. The Grantee may transfer or assign this Easement to a unit of federal, state or local government or to a similar local, state, or national organization that is a “qualified organization” Section 170(h) of the Internal Revenue Code whose purposes, *inter alia*, are to promote preservation of historic, cultural, architectural, or archeological resources, provided that any such conveyance, assignment, or transfer requires that the Purpose for which this Easement was granted will continued to be carried out.

33. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Grantor and the Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code and the laws of the State of Maryland. Any such amendment shall be consistent with the protection and preservation values of the Property and the Purpose of this Easement; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, cultural, and open space values protected by this Easement. Any such amendment shall be recorded in the land records of Prince George’s County. Nothing in this paragraph shall require the Grantor or the Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

THIS EASEMENT reflects the entire agreement of the Grantor and the Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

TO HAVE AND TO HOLD, the said Historic Preservation Easement, unto the said Grantee and its successors and permitted assigns forever. This DEED OF HISTORIC PRESERVATION EASEMENT may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Grantor and the Grantee intending to legally bind themselves, have set their hands and seals on the date first written above.

Witness:

GRANTOR

Landowner's Name, Grantor

Witness:

GRANTOR

Landowner's Name, Grantor

Attest:

THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION,
GRANTEE

Patricia Colihan Barney
Secretary-Treasurer

By: Oscar S. Rodriguez
Executive Director, duly authorized

MORTGAGE SUBORDINATION [as applicable]

Subordination of Mortgage. At the time of the conveyance of this Easement, the Property is subject to a Mortgage/Deed of Trust dated _____, recorded in the Land Records of Prince George’s County, Maryland at Liber_____,Folio_____ (hereinafter “the Mortgage”/”the Deed of Trust”) held by _____(hereinafter, “Mortgagee”/”Lender”). The Mortgagee/Lender joins in the execution of this Easement under the following conditions and stipulations:

- (a) The Mortgagee/Lender and its assignees shall have a prior claim to all insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Property and all proceeds of condemnation proceedings, and shall be entitled to same in preference to the Grantee until the Mortgage/Deed of Trust is paid off and discharged, notwithstanding that the Mortgage is subordinate in priority to the Easement.
- (b) If the Mortgagee/Lender receives an assignment of the leases, rents, and profits of the Property as security or additional security for the loan secured by the Mortgage/Deed of Trust, then the Mortgagee/Lender shall have a prior claim to the leases, rents, and profits of the Property and shall be entitled to receive same in preference to the Grantee until the Mortgagee’s debt is paid off or otherwise satisfied, notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Easement.
- (c) The Mortgagee/Lender or purchaser in foreclosure shall have no obligation, debt, or liability under the Easement until the Mortgagee/Lender or a purchaser in foreclosure under it obtains ownership of the Property. In the event of foreclosure or deed in lieu of foreclosure, the Easement is not extinguished.
- (d) Nothing contained in this paragraph or in this Easement shall be construed to give any Mortgagee/Lender the right to violate the terms of this Easement or to extinguish this Easement by taking title to the Property by foreclosure or otherwise.

Attest:

MORTGAGEE / LENDER

(NOTARY MUST BE COMPLETED FOR EACH PARTY SIGNING THE EASEMENT,
INCLUDING THE MORTGAGEE/LENDER)

COUNTY OF PRINCE GEORGE'S
STATE OF MARYLAND, SS:

I hereby certify that on this _____ day of _____ 20__, before me, a Notary Public of the State and County aforesaid, personally appeared _____, known to me (or satisfactory proven) to be the person whose name is subscribed to the foregoing Historic Preservation Easement, and acknowledged that all material statements of fact in the foregoing Historic Preservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Easement is his/her free act.

Notary Public
My commission expires:

COUNTY OF PRINCE GEORGE'S
STATE OF MARYLAND, SS:

I hereby certify that on this _____ day of _____ 20__, before me, a Notary Public of the State and County aforesaid, personally appeared _____, known to me (or satisfactory proven) to be the person whose name is subscribed to the foregoing Historic Preservation Easement, and acknowledged that all material statements of fact in the foregoing Historic Preservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Easement is his/her free act.

Notary Public
My commission expires:

COUNTY OF PRINCE GEORGE'S
STATE OF MARYLAND SS:

I hereby certify that on this _____ day of _____ 20__, before me, a Notary Public of the State and County aforesaid, personally appeared _____, known to me (or satisfactory proven) to be the person whose name is subscribed to the foregoing Historic Preservation Easement, and acknowledged that he/she is the Executive Director of the Maryland-National Capital Park and Planning Commission, and that the execution of this Easement is his/her free act as Executive Director.

Notary Public
My commission expires:

CERTIFICATION

The undersigned hereby certifies that this instrument has been prepared by or under my supervision, and that I am an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature over Typed Name of Attorney] (SEAL)

AFTER RECORDATION, PLEASE RETURN TO:

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

Exhibit A

Legal Description of Property

Conveyed by
Landowner's Name (Grantor)

Part of that certain tract or parcel of land situate, lying and being in Election District ____, Prince George's County, Maryland and being more particularly described in the land records of Prince George's County as Liber: _____ Folio: _____ referring to _____ acres, more or less.

Property Tax Account No.

Exhibit B

Schedule describing the documents, photographs of selected portions of the
Property
[Project name/ address]

Baseline Documentation for Preservation Easement to include:

1. Location, address, and boundaries of the Property;
2. Brief statement of significance of the Property;
3. Description of physical evolution of the Property, noting major additions, alterations;
4. Assessment of condition of Property from visual inspection
5. Site Plan from tax map or survey;
6. Sketch Floor Plan;
7. Easement Percentage / Qualified Appraisal
8. Photographic Record.

Exhibit C

The Secretary of the Interior's Standards for Rehabilitation

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.