# MARYLAND CANAL TOWNS REINVESTMENT & REVITALIZATION INITIATIVE











*This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number P24AP02347-00. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.*

# Contents

Introduction ..... 3
Program Timeline Overview ..... 4
Eligibility Requirements ..... 5
Application Process ..... 7
Selection Process and Criteria ..... 8
Program Requirements ..... 10
Appendix A – Program Map ..... 13
Appendix B – Sample Subgrant Agreement ..... 14
Appendix C – Sample Preservation Agreement ..... 15
Appendix D - Sample Preservation Easement ..... 16
Appendix E - Project Sign ..... 17
Appendix F – SOI Professional Qualifications Standards ..... 18
Appendix G – SOI Standards for Rehabilitation ..... 20

**Preservation Maryland** is a nonprofit harnessing the power of historic places by revitalizing and reinvesting in communities, advocating, and building the historic trades workforce for the benefit of all Marylanders.

Powered by PM, **The Campaign for Historic Trades** is a national workforce development program working to expand and strengthen careers in the historic trades. CHT focuses on the skills needed to preserve, restore, rehabilitate, reconstruct, and deconstruct historic structures.

PRESERVATION MARYLAND

THE CAMPAIGN FOR HISTORIC TRADES

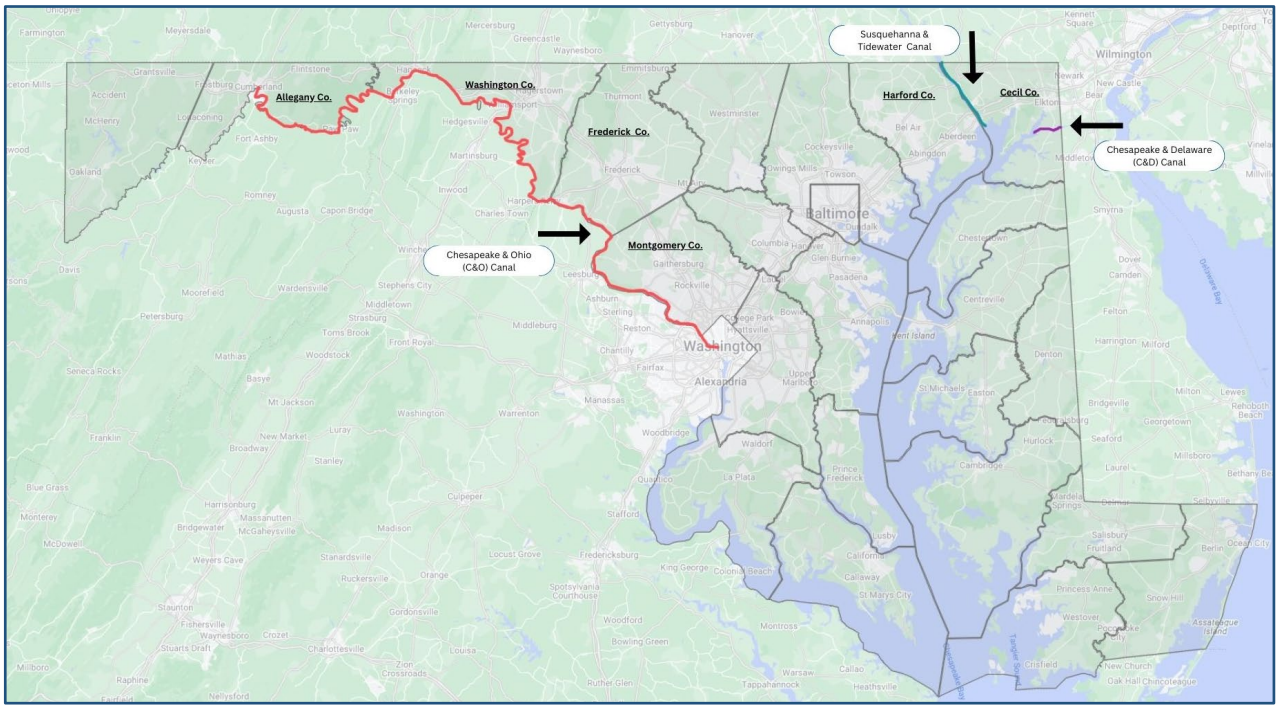
**www.PreservationMaryland.org**

# Introduction

The Maryland Canal Towns Reinvestment & Revitalization Initiative (CTRR) will provide direct funding assistance to endangered and underutilized historic properties within canal towns and communities along the three historic canals of Maryland. Once booming communities, many of Maryland's canal towns have seen significant disinvestment as a result of decreased canal traffic and the relocation of associated industrial uses. While many communities have pivoted to incorporate heritage and recreational tourism to fill the economic void left by that loss, they still face numerous challenges in converting and re-energizing their historic downtowns and main streets into economic benefits.

The primary goal of the CTRR is to complete rehabilitation projects that return currently vacant or under-utilized historic buildings located within the designated CTRR-eligible communities into productive use. Approximately $572,844 is expected to be awarded as grant funding. Preservation Maryland anticipates 5-10 projects will be awarded. Grant awards for projects will range from $20,000 to $150,000 and will require a 25% cash or in-kind match. As a reimbursement grant, awarded funds will only be paid upon completion of the work described in the approved scope of work.

This competitive grant program is funded by the National Park Service through the Paul Bruhn Historic Revitalization Grant Program. In 2024 Preservation Maryland was one of 17 organizations across the country awarded Paul Bruhn Historic Revitalization subgrant awards: the first organization to do so in Maryland. The grants are supported through the Historic Preservation Fund (HPF), which has provided more than $2 billion in historic preservation grants to states, Tribes, local governments, and nonprofit organizations since its inception in 1977.



# Program Timeline Overview

In general, the following timeline is anticipated for Maryland Canal Towns Reinvestment & Revitalization Initiative grant project selection and award. All specific dates applicable to awarded projects will be detailed in the grant agreement executed with Preservation Maryland.

| | |
|---|---|
| **September 2026** | Online application portal opens |
| **October 2026** | Virtual & In-Person Information Sessions |
| **November 2026** | Application DEADLINE – 11:59 PM |
| **November-December 2026** | Application Review |
| **January 2027** | Award Notification Letters Sent \| Grant Agreements executed |
| **January-February 2027** | NPS review, procurement, bid approval, and notice to proceed |
| **August 2027** | Deadline to complete construction phase of project |

# Eligibility Requirements

## Applicant Eligibility

The Maryland Canal Towns Reinvestment & Revitalization Initiative (CTRR) is open to applications from:

- non-profit organizations
- units of local, county, or state government
- private commercial/income-producing property owners

CTRR is not open to applications from:

- private homeowners
- active religious spaces*

**Note about active religious spaces. Non-profit religious organizations are welcome to apply for projects that meet all the CTRR program requirements, as are projects involving former religious spaces being adaptively reused. CTRR program funds cannot be used for projects involving scopes of work in active religious spaces.*

## Property Eligibility

To apply for a CTRR subgrant, the property must meet **all** of the following criteria:

- Be listed in the National Register of Historic Places (NRHP) individually or as a contributing resource to a listed historic district;
- Be a non-residential, non-religious building or structure (residential units as part of a mixed-use building are eligible, but single- or multi-family homes without commercial or other third spaces are not eligible)
- Be located within canal towns or adjacent communities along the three historic canals of Maryland, Chesapeake & Ohio Canal, Chesapeake & Delaware Canal, and Susquehanna & Tidewater Canal. The property must be located within the designated eligible canal zones, which includes communities approximately no more than 2 miles from the canal.
- Be located in a municipality or unorganized territory with a population of 50,000 or less as determined by the 2020 U.S. Census.
- Be a project that has the potential to catalyze continued investment in the historic canal towns.
- All work must meet the *Secretary of the Interior's Standards and Guidelines for Rehabilitation*, and the *Secretary of the Interior's Professional Qualifications Standards*, where applicable.
- Properties receiving funding must enter into an Easement or Preservation Agreement with Preservation Maryland. The term of the agreement is a minimum of five (5) years and determined by the total amount of the subgrant.

## Project Eligibility

CTRR supports rehabilitation projects of endangered and underutilized historic properties. Funds can only be used for construction/rehabilitation hard costs; soft costs and work that has already been completed are not eligible for grant funding.

While projects can include interior work, all projects must include an exterior scope of work. If a project includes the interior of a property or work on functional systems (e.g., fire suppression or energy efficiency upgrades), the application must specifically address why the proposed work is critical to meeting long-term goals and how it will help ensure continued active use of the property.

In addition to meeting the *Secretary of the Interior's Standards for Rehabilitation*, all projects must comply with all applicable local, county, and/or state zoning and building permit requirements.

**Eligible capital expenditures include but are not limited to:**

- Structural repairs and stabilization
- Roof and cornice repair/replacement
- Gutter systems
- Masonry repair
- Wood siding and trip repair/replacement
- Window and door repair/replacement
- Storefront rehabilitation
- Replacement of documented but missing/damaged historic features
- Exterior and interior finishes and features
- Building system upgrades (e.g. HVAC, fire suppression)
- ADA accessibility improvements
- Energy efficiency upgrades
- Project Sign installation
- Pre-development professional services, including architectural and engineering plans and specifications which contribute to the cost of completion of Project Scopes of Work.*

**Ineligible expenditures include but are not limited to:**

- Project administration and oversight
- Acquisition
- Costs incurred prior to the contract start date
- Costs incurred after the contract expiration date
- Routine maintenance
- Mothballing of vacant buildings with no anticipated use
- Major landscaping
- Site improvements associated with parking lots, sidewalks, etc.
- Mitigation activities as a condition or precondition for obtaining a federal permit, license, or funding

** The combined costs for pre-development professional services cannot exceed 20% of the total project cost.*

## Grant Awards

Projects successfully meeting all program eligibility requirements will be eligible for CTRR funding. Grant awards will range from $20,000 to $150,000. Each project budget must include at least 25% cash or in-kind match. As a reimbursement grant, awarded funds will only be paid upon completion of the work described in the approved scope of work.

# Application Process

Preservation Maryland will receive CTRR applications through the online grant application platform, *SmarterSelect* and accessed from the CTRR website. This program is free but does require setting up an account. Applications will only be accepted through the online application platform; email or hard copies of the application and/or supplemental documentation will not be accepted.

Applicants will be required to complete the online application form and upload support documentation. Depending on project plans, an applicant should expect to provide the following, or similar items:

- Confirmation of NRHP listing
- IRS Determination Letter OR IRS Tax Exempt Organization Confirmation
- Maryland Secretary of State Charitable Organization Confirmation
- Photographs of the property
- Project budget worksheet
- Proof of funds/funding commitment
- Project timeline
- Project plan, drawings, and renderings
- Contractor/consultant estimates or quotes for proposed work
- Organization/Team overview and structure
- Letters of Support from community partners
- Current lease agreement (if applicable)
- Property owner letter of consent (if applicable)
- Co-owner, corporation, or nonprofit board letter of consent (if applicable)

| **Application Timeline** | |
|---|---|
| Application opens | Monday, September 21st, 2026 |
| In-person Information Session #1 – Williamsport | Thursday, October 8th, 2026 |
| In-person Information Session #2 – Havre De Grace | Friday, October 16th, 2026 |
| Virtual Information Session | Friday, October 16th, 2026 |
| Virtual Office Hours #1 | Thursday, October 22nd, 2026 |
| Application deadline | Friday, December 4th, 2026, 11:59 PM |
| Application review | December - January 2026 |
| Award notifications \| Grant Agreements executed | February 2027- May 2028 |
| NPS & Environmental Reviews | |
| Procurement/bid approval | |
| Notice to Proceed | |
| Quarterly Reports | |
| Final Project completion deadline | May 31th, 2028 |
| Final Project reports due | July 15th, 2028 |

It is recommended that interested applicants attend one of the public information or office hours prior to beginning an application to learn more about the program and ensure eligibility. PM staff will be available virtually and in-person on the following dates and times to discuss grant requirements and answer questions. To sign up for the information session or one of the office hours, please visit Preservation Maryland's calendar for registration links.

# Selection Process and Criteria

Applications are reviewed and scored by Preservation Maryland staff and Board of Directors and undergo a National Park Service review as well. Preservation Maryland will consult with the Maryland Historical Trust, and other individuals who have enterprise and knowledge of property rehabilitation, the history of Maryland's canal towns, and a commitment to adhering to the priorities identified in the program guidelines and selection criteria.

Submitted applications are initially reviewed for completeness and eligibility, and requests for additional information may be made to the Applicant, if necessary. An application is only advanced for formal review if Preservation Maryland staff determines the application package to be complete, eligible, and all requested documentation has been received and approved.

All funding decisions will be based on CTRR Selection Criteria. Depending on the number of applications received and amount of funding requested, additional non-scored criteria may be used in the selection. These may include, for example, geographic distribution of funds, benefit to underserved or disadvantaged communities, amount of applicant match, and demonstrated local support.

**Maryland Canal Towns Reinvestment & Revitalization Initiative**
**Selection Criteria**

| **Impact** | **Max 10 Points** |
|---|---|

Extent to which the project meets the program objective to rehabilitate vacant or underutilized historic buildings within canal towns and communities of Maryland.

*Is the property eligible as defined in the program guidelines?*
*Will the proposed project enhance the value of the building to the community?*
*Is the property a community asset or critical infrastructure to the community?*
*Define the need, urgency, or threat to the property and proposed scope of work?*
*To what extent will the project create physical/visible changes downtown?*
*Will occupancy of the building increase when the project is completed?*
*Will the project contribute to the economic revitalization of the community?*

| **Feasibility** | **Max 10 Points** |
|---|---|

Extent to which the applicant shows the readiness and capacity to complete the project.

*Can the project be completed in the one-year grant term?*
*Is the applicant experienced enough to complete the project?*
*Do they have successful project team?*
*If a cash match is provided, is it in-hand or pending?*
*Are you/the property owner able to comply with the termed easement?*

| **Preservation** | **Max 10 Points** |
|---|---|

Extent to which the project meets the historic preservation standards and guidelines and industry best practices put forth in the program guidelines.

*Is the scope of work well-prioritized, clearly explained with an appropriate level of detail?*
*What parts of the scope of work will the grant fund?*
*Does the project comply with the Secretary of the Interior's Standards?*

*If not already listed, can the applicant secure NR listing within the project timeline?*

| **Budget** | **Max 10 points** |
|---|---|

Extent to which the project budget meets the needs of the project.

*Does the budget provide a line-item breakdown for each scope of work?*
*Is the budget reasonable to complete all the project objectives?*
*Is the budget appropriate for the project to relevant preservation standards and guidelines?*
*If not awarded through this program, how will the project be completed?*

# Program Requirements

If awarded funding, a Grant Agreement will be made between the Applicant (and Property Owner of Record if not the Applicant) and Preservation Maryland accepting the terms of the CTRR award. This document will confirm key project terms and conditions including but not limited to the Project Period start and end dates, reporting schedule, grant award amount, and project summary. The Grant Agreement will also include the following program requirements:

**Match & Budget**

To encourage further local investment, CTRR projects require a minimum 25% cash or in-kind match of the grant amount requested. For example, if you request a grant of $50,000, your total project budget must be at least $62,5000 ($50,000 grant request plus $12,500 match); if you request a grant of $100,000, your total project budget must be at least $125,000 ($100,000 grant request plus $25,000 match). Applicants may include a match beyond the 25% requirement. Match amount may be taken into consideration by the review team during project selection. The total match must be available and reserved for the project at the time of application, and proof of match must be included with the application.

The cash match must be liquid assets, cash-in-hand that is used to complete the project. It can be raised from several sources (e.g. private funds, donations, local grant funds, general organizational funds, etc.) but it cannot be sourced from or include other federal funds. An in-kind match represents the value of non-cash contributions provided by the Applicant or a non-federal third-party. In-kind matches can consist of charges for the value of goods and services directly benefiting approved objectives of the approved project. DIY work by the property owner is not an allowable reimbursable cost or unless that person is otherwise qualified to perform the work. Materials purchased for DIY work is an allowable reimbursable cost.

**National Register of Historic Places Listing**

The project property must be listed in the National Register of Historic Places, including contributing structures to NR districts. This is a federal program requirement and no expectations are allowed.

**Bidding and Procurement**

Awarded Applicants will be required to use Federal Procurement Standards. In all procurement actions, the general objectives are to:

- Provide full and open competition for government-funded work
- Guard against real and perceived favoritism and profiteering at taxpayer's expense by using an open and fair competitive bid process (when required)
- Provide equal opportunities to participate in public business

In addition to complying with 2 CFR 200 to determine the allowable procurement methods and policies, the Historic Preservation Fund Grant Manual also provides information on unallowable costs. Before undertaking a procurement action, whether for goods or services, grantees should review 2 CFR 200 to understand methods and generally allowable or unallowable costs as well as the grant manual for additional guidance on allowable and unallowable costs.

**Easements and Preservation Agreements**
In accordance with federal program requirements, an Easement or Preservation Agreement is required to protect the grant-funded investment in the historic character of the property. As part of these agreements, the Applicant agrees to keep and maintain the property in reasonably good order and in accordance with all relevant preservation and building codes, and to not make any major exterior or structural changes without approval from Preservation Maryland; the Secretary of the Interior's Standards for Rehabilitation will be used to review proposed changes. Preservation Agreements are simple contracts executed by Preservation Maryland and the property owner; Easements are recorded with the county clerk's land records with the deed of the property.

The preservation agreement terms are as follows:

| Award Amount | Easement/Preservation Agreement Term Requirement |
|---|---|
| $20,000 - $50,000 | 5-year minimum Preservation Agreement |
| $50,001 - $150,000 | 10-year minimum Easement |

**Laws and Regulations**
Historic Preservation Fund program funds are subject to the provisions of the National Historic Preservation Act of 1966, the Historic Preservation Fund Grants Manual (2007), and subsequent memos and guidance, OMB regulations in 2 CFR 200, and other Federal, State, and local laws and regulations.

All projects must maintain all financial and programmatic records, supporting documents, statistical records, and other grants-related records for 3 years and be made available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.

**NPS Technical and Other Reviews**
All projects, contractors, consultants, and project plans will require a review by the National Park Service for consistency with the Secretary of the Interior's Standards for Rehabilitation, and to conduct consultation with the Maryland Historical Trust and other consulting parties as needed under Section 106 of the National Historic Preservation Act and the National Environmental Policy Act (NEPA). Work may not begin until these reviews are completed and NPS provides final approval to proceed.

**Progress & Final Report**
Preservation Maryland will remain engaged with selected applicants throughout their projects to ensure successful completion. Preservation Maryland staff may also request in-progress site visits or photography for promotion of the program. Projects will be required to provide regular reports detailing the status of the project, any issues or successes encountered, proposed changes to the work schedule, and a budget update showing all paid and unpaid invoices.

All projects will be required to submit a final report at the conclusion of the project and before the final reimbursement. A required on-site inspection by Preservation Maryland will be performed as part of the final report and grant closeout procedure. Progress and final reports are a federal program requirement and no exceptions are allowed. All reports and reimbursement requests will be made online through the same grant application platform that was used to submit the grant application. The project's schedule of reporting will be included in the executed Grant Agreement.

**Reimbursement**
CTRR is a reimbursable grant program. Selected Applicants must be prepared to fund the cost of the project and then request reimbursement. An initial reimbursement request may be made at 50% completion of the project as long as the reimbursement request is at least $10,000. Payment of the remainder will be held until satisfactory completion of all project work is confirmed. No advances will be made under any circumstances. Applicants must plan their financial arrangements accordingly. Applicants are encouraged to secure full financing for their projects up front to avoid delays between work completion and grant reimbursement.

Expenditures will only be reimbursed if they are part of the approved Grant Agreement and comply with all terms and policies of this program. Reimbursement may not exceed the grant award amount and can only be made to the selected Applicant and not to any contractors, consultants, or other project vendors. In submitting a partial or final reimbursement request, all expenses must be documented. Acceptable proof of expenditures includes copies of invoices, receipts, bank/credit card statements, and both sides of cancelled checks.

**Project Sign & Public Notice**
A sign acknowledging the awarded funding must be erected and maintained at the project site. The sign must be of a reasonable and adequate size and construction to withstand weather exposure, be easily read from the public right-of-way, and be maintained in a place throughout the project term. This is a federal program requirement and no exceptions are allowed.

Preservation Maryland will provide the sign graphic to be used. Applicants will be responsible for producing and installing the sign on site at the project for the duration of the Project Period. The cost of fabricating and erecting the sign is an eligible cost for this grant and should be included in the project budget. Once installed, a photo of the sign must be provided to Preservation Maryland.

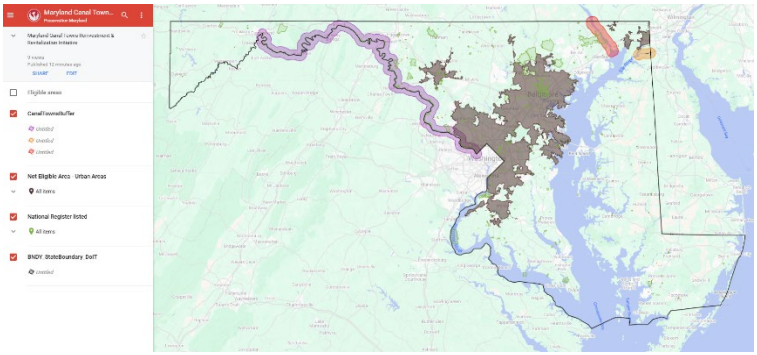
In all publicity and press releases about this project must acknowledge d similar materials funded by the CTRR program, a credit line should be included that reads: "*This project is being supported in part by a grant from the Paul Bruhn Historic Revitalization Grants Program from the Historic Preservation Fund administered by the National Park Service, Department of the Interior, in partnership with Preservation Maryland*." Additional information briefly identifying the historical significance of the property and recognizing the "Maryland Canal Towns Reinvestment & Revitalization Initiative" is also strongly encouraged.

# Appendix A – Program Map

As part of the CTRR eligibility requirements, eligible properties must be:

- Listed in the National Register of Historic Places, either individually or as a contributing resource to a listed historic district;
- Be a non-residential, non-religious building or structure (residential units as part of a mixed-use building are eligible, but single- or multi-family homes without commercial or other third spaces are not eligible)
- Be located within canal towns or adjacent communities along the three historic canals of Maryland, Chesapeake & Ohio Canal, Chesapeake & Delaware Canal, and Susquehanna & Tidewater Canal. The property must be located within the designated eligible canal zones, which includes communities approximately no more than 2 miles from the canal.
- Be located in a municipality or unorganized territory with a population of 50,000 or less as determined by the 2020 U.S. Census.
- Be a project that has the potential to catalyze continued investment in the historic canal towns.

An interactive program map is available to help confirm your project's eligibility. Preservation Maryland staff is also available to help confirm eligibility.



National Register listed historic districts located within the eligible for the CTRR program include but are not limited to:

Berkley Crossroads HD, Darlington, Harford County
Brunswick HD, Brunswick, Frederick County
Havre de Grace HD, Havre de Grace, Harford County
Port Deposit HD, Port Deposit, Cecil County
Sharpsburg HD, Sharpsburg, Washington County
South Chesapeake City HD, Chesapeake City, Cecil County
South Cumberland HD, Cumberland, Washington County
Washington Street HD, Cumberland, Washington County
Williamsport HD, Williamsport, Washington County

To confirm your property's National Register status you can also use the Maryland Historical Trust's Cultural Resource Information System, MEDUSA, or their National Register Properties search page.

# Appendix B – Sample Subgrant Agreement

(page intentionally left blank)

PRESERVATION MARYLAND

**SUBGRANT AGREEMENT**

**Maryland Canal Towns Reinvestment &**
**Revitalization Initiative Grant Program**

Subrecipient Unique Entity Identifier: #######
Federal Award Identification Number: P24AP02347
Federal Award Date: ##/##/####
Subaward start and end date: ##/##/####-##/##/####

This Subgrant Agreement, (the "**Grant Agreement**") is made this _____ day of _____, 20____ ("Effective Date") is made by and between **PRESERVATION MARYLAND** (the "**Grantor**"), a nonprofit corporation of Maryland, having an address of 3600 Clipper Mill Road, Suite 248, Baltimore, Maryland, 21211, and **123 Main Street LLC/JANE JOHNSON** (the "**Subgrantee**"), having an address of 123 Main Street, Town, Maryland, Zip. The Grantor and the Subgrantee are each a (the "**Party**") and may collectively be referred to as ("**the Parties**").

**RECITALS**

A. This Agreement is issued pursuant to the Grantor's appropriation of funding received from the Historic Preservation Fund of the National Park Service, Department of the Interior, P24AP02347. This federal funding is the sole source of funds for the Maryland Canal Towns Reinvestment & Revitalization Initiative (the "**Program**").

B. The purpose of the Program is to provide direct funding assistance to endangered and underutilized historic properties within the designated canal towns and communities, with the primary goal of completing rehabilitation projects that return currently vacant or under-utilized historic buildings back into productive use.

C. Additionally, historic properties in small, rural communities directly contribute to the community's historic and culturally identity, and supporting their rehabilitation, such as at the Name of Building if Applicable, 123 Main Street, Town, Maryland, Zip, advances the mission of Preservation Maryland and broadly benefits the public who are able to see, engage, and benefit from its revitalization.

D. The purpose of the federal funding referenced above, awarded through the Paul Bruhn Historic Revitalization grant program, is to provide financial assistance to support the rehabilitation of historic properties in rural communities. This federal funding is subject to any applicable rules, regulations, and guidance issued in the *Historic Preservation Fund Grant Manual.*

E. In executing this Agreement, the Subgrantee agrees to comply with all requirements of grant P24AP02347 between Preservation Maryland and the National Park Service.

## AGREEMENT

A. Grant Award. Pursuant to this Agreement, the Grantor agrees to provide Subgrantee with funds not to exceed **One Hundred and Fifty Thousand Dollars** ($150,000.00) (the "**Grant**") and the Subgrantee shall provide on-federal matching funds of at least **Thirty Seven Thousand and Five Hundred Dollars** ($37,500) from other resources to accomplish the approved Project Scope of Work.

B. Grant Project. Grant is to support the rehabilitation project located at 123 Main Street, Town, Maryland, Zip.

C. Grant Project Scope of Work. Subgrantee shall complete the Project in accordance with the scope of work set forth in **Exhibit A** (the "**Project Scope of Work & Project Schedule**").
   a. Subgrantee shall not alter the Project Scope of Work without prior approval of Preservation Maryland. All work must meet the *Secretary of the Interior's Standards and Guidelines for Rehabilitation*.
   b. Subgrantee shall comply with all regulations related to Section 106, Section 110 (if applicable) and NEPA Review, and shall maintain and/or upload documentation demonstrating compliance as required by the Grant Agreement.
   c. Subgrantee agrees to use the Grant only for the approved Project and only in the approved Project addresses within the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.

D. Project Budget. Subgrantee shall expend the Grant in accordance with the budget set forth in **Exhibit B** (the "**Project Budget**"). Subgrantees may transfer up to 10 percent (10%) of the Grant funds between amounts in the Project Budget without prior approval by Preservation Maryland.

E. Performance Period. Subgrantee shall complete the Project on or prior to the date set forth in **Exhibit A** (the "**Project Scope of Work & Project Schedule**"). The Final Report will be due no later than September 30, 2027. Subgrantee shall ensure that all necessary local, state, and federal approvals for the commencement of the Project have been obtained, including all applicable permits and other regulatory reviews, to ensure adherence to the Project Schedule.

F. National Register Listing. Subgrantee shall work with Preservation Maryland to ensure the Property funded under the Grant is listed on the National Register of Historic Places before the completion of the Project. Final release of Grant funds may be subject to confirmation of listing.

G. Preservation Easement/Assignment. Subgrantees shall enter into an Easement/Preservation Agreement with Preservation Maryland, after the completion of the Project. The term of the Easement/Preservation Agreement must run for **five/ten** (5/10) years from the end of the Grant Agreement; a sample of which is included as **Exhibit C** (the "**Easement/Preservation Agreement**"). The Easement will be recorded with the county clerk's land records with the deed of the property.

H. Project sign and public notification. Subgrantees shall create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. The Grantee will provide Subgrantee with a project sign included here as **Exhibit D** (the "**Project Sign**"). The Subgrantee will install the Project Sign on site at the rehabilitation project located at 123 Main Street, Town, Maryland Zip. The Project Sign shall be of a reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the term of this Agreement. At minimum, any public notification posted or made by Subgrantee must contain the following statement:

"This project is being supported in part by a grant from the Paul Bruhn Historic Revitalization Grants Program from the Historic Preservation Fund administered by the National Park Service, Department of the Interior, in partnership with Preservation Maryland."

I. Records, Inspections, and Reports. Subgrantee shall submit financial and operational reports to the Grantor as Grantor requests. Grantor shall have access to the records of the Subgrantee during normal business hours or as arranged in advance. Subgrantee and Grantor shall both be subject to all National Park Service reporting requirements as outlined in the *Historic Preservation Fund Grant Manual*. Subgrantee shall submit progress reports and financial reports to the dates set forth in **Exhibit A** (the "**Project Scope of Work & Project Schedule**").

a. Subgrantee's failure to provide such information as requested, and/or the provision of information that appears to be inaccurate or incomplete, unless remedied within 15 days from the date it receives notice of such failure or that the information contains inaccurate or incomplete information, may result in a delay in the release of funds.

J. Payment Schedule. The Grant is payable on a reimbursement basis with documentation of allowable expenditures made and sufficient Grantee match amount per reimbursement request, if applicable. Work completed prior to National Park Service (NPS) review and approval is ineligible for reimbursement. Payments are subject to the Subgrantee's compliance with all items set forth in this Grant Agreement and availability of funds. Payments may be paid in three installments or more. Preservation Maryland will process approved payments within 60 calendar days of receipt of acceptable request.

a. The first installment of up to 50% of the Grant will be paid following receipt of the Grantor of this fully executed Agreement, NEPA, Section 110 (if applicable) and Section 106 approval, proof of project signage, and invoices and/or proof of approved grant expenses and payments.
b. The second installment of up to 30% of the Grant will be paid when the Subgrantee has submitted all required quarterly reporting demonstrating that at least 75% of the Grant Project has been completed. For Grant Projects involving properties not currently listed in the National Register of Historic Places must provide documentation that significant progress has been made to secure National Register status in order to receive the second installment of the Grant.
c. The third and final installment of 20% of the Grant will be paid within sixty (60) days after the Subgrantee has submitted a final report demonstrating that the Grant Project is 100% complete. In order for the Grant Project to be determined to be 100% complete, the Subgrantee must provide the following items:
    - Final narrative report, including all relevant invoices and proof of payments.
    - Proof of Insurance.
    - Proof Grant Project Property is listed in the National Register of Historic Places as an individual resource or as a contributing resource to an historic district.
    - Executed Easement/Preservation Agreement.

If the Subgrantee fails to complete at least 50% of the Grant Project by the Completion Date, Grantor and National Park Service will determine in their sole discretion whether to fund any portion of the second or third installments of the Grant and/or extend the Completion Date deadline.

K. Insurance. For a period beginning with the execution of this Grant Agreement, and for the term of the Easement/Preservation Agreement, the Subgrantee shall keep in full force, property and commercial general liability insurance coverages on the Project and Property both during and after construction and rehabilitation. Preservation Maryland will be named as an additional insurer under the Subgrantee's insurance policy. Prior to or upon execution of this Grant Agreement, the Subgrantee shall furnish Preservation with verification of such insurance.

L. Procurement. Subgrantee must follow competitive procurement practices as outlined in 2 CFR 200.317-327 in which the Subgrantee, the non-Federal entity receiving Federal funds, must follow general procurement standards, use documented procurement procedures in the selection of contractors including retaining records of procurement actions for audit purposes, and follow informal procurement based on Federal funds awarded to Subgrantee if contracts and purchases fall below the $250,000 Simplified Acquisition Threshold. Contractors selected by the subgrantee must be approved by the grantor before a contract is signed out their work begins.

M. Americans with Disabilities Act (ADA). Subgrantee shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

N. Government Requirements. Subgrantee shall comply with all applicable federal, state, and local governmental ordinances, laws, and regulations.

O. Governing Law. This Grant Agreement shall be governed in all respects by the laws, statues, and regulations of the United States of America and of the State of Maryland. Any legal proceeding against Preservation Maryland regarding this Grant Agreement shall be brought in State of Maryland administrative or judicial forums. Subgrantee consents to personal jurisdiction in the State of Maryland.

P. Notice of Claims. The Subgrantee shall give the Grantor immediate notice of any legal action or suit filed against the Subgrantee or any subcontractor, related in any way to the Grant Agreement or which may affect the performance of duties under the Grant Agreement.

Q. Liens and Encumbrances. Subgrantee shall not use proceeds from the Grant to discharge any lien or encumbrance.

R. Non-Appropriation. Notwithstanding any other provision of this Grant Agreement, if the Grantor does not receive sufficient funds to fund this Grant Agreement, if funds are de-appropriated, or if Preservation Maryland does not receive the legal authority to expend funds from the National Park Service, then Preservation Maryland is not obligated to make payment under this Grant Agreement.

S. Survival. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent,

which have arisen during the term of and in connection with this Agreement, shall survive expiration or termination of this Agreement.

T. Default and Remedies.
   a. A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement as determination by the Grantor and/or in consultation with the National Park Service.
   b. Upon the occurrence of default, Grantor, in its sole discretion may:
      i. Reduce or withhold subsequent disbursement of the Grant;
      ii. Demand repayment from Grantee of the portion of the Grant previously disbursed to Grantee: and
      iii. Terminate this Agreement.
   c. In addition to the rights and remedies contained in this Agreement, Grantor may at any time proceed to protect and enforce all rights available to the Grantor by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of the Grantor to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement or preclude the Grantor from exercising any such right, power, or remedy at a later time or times.

U. Notices. Subgrantee and Grantor shall give one another notice pursuant to this Grant Agreement at the addresses set forth below for each, and shall keep the other informed in any change of address for notice purposes:

Subgrantee:
[Legal Name & Address]

Grantor:
Preservation Maryland
3600 Clipper Mill Road, Suite 248
Baltimore MD 21211

**WITNESS** the hands and seals of the Grantor and the Subgrantee, with the specific intention of creating a document under seal.

**WITNESS/ATTEST:**

_____

**Preservation Maryland:**

By: _____
Name: Nicholas R. Redding
Title: President & CEO

**SUBGRANTEE:**

_____

By: _____
Name:

## EXHIBITS

| | |
|---|---|
| Exhibit A | **Project Scope of Work & Project Schedule** |
| Exhibit B | **Project Budget** |
| Exhibit C | **Easement/Preservation Agreement** |
| Exhibit D | **Project Sign** |

# Appendix C – Sample Preservation Agreement

(page intentionally left blank)

PRESERVATION MARYLAND

# PRESERVATION AGREEMENT

## Maryland Canal Towns Reinvestment & Revitalization Initiative Grant Program

This Preservation Agreement ("**Agreement**") is made this _____ day of _____, 20__ ("**Effective Date**"), between OWNER (hereafter referred to as the "**Grantor**/") having an address of _____, Maryland, _____, and Preservation Maryland ("**Grantee**"), a nonprofit corporation of Maryland, having an address of 3600 Clipper Mill Road, Suite 248, Baltimore, Maryland, 20211.

The purpose of this Agreement is the preservation of the building(s) known as _____, (hereafter referred to as the "**Property**") and is comprised essentially of grounds, collateral, appurtenances, and improvements located at _____, Maryland, _____. This Property is the same property recorded among the land records of _____ County in Liber ____ Folio____ and more particularly described in **Attachment A** attached. The Property is listed in the National Register of Historic Places

In consideration of a Maryland Canal Towns Reinvestment & Revitalization Initiative grant of $_____ received in grant-in-aid financial assistance from the Historic Preservation Fund, managed by the National Park Service of the United State Department of the Interior. The Grantor/Owner enters into this Agreement for the Property for the purpose of assuring preservation of the Property.

This agreement is granted as a condition of the Grantor's receipt of financial assistance from the Historic Preservation Fund and administered by the NPS to satisfy Section 54 USC 302902(b)(1)(C) of the National Historic Preservation Act (NHPA), which requires Historic Preservation Fund grantees to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

**Conditions of the Preservation Agreement:**

1. *Duration*. This Agreement is granted for a period of five (5) years commencing on the Effective Date.
2. *Documentation of the Property.* The Grantor and Grantee confirm that the current nature and condition of the Property, including significant exterior, interior, landscape, and archaeological character defining features, have been documented by photographic record and are included here as **Attachment B**.

3. *Duty to maintain the Property.* The Grantor agrees to assume the cost of continued maintenance, and repair of the Property to the documented level of architectural, historical, and/or archeological integrity of the Subject Property and its materials to protect those qualities that made the Subject Property eligible for listing in the National Register of Historic Places (or a Subject Property contributing to the significance of a National Register listed Historic District) throughout the effective date of this preservation agreement.
4. *Restrictions on activities impacting the Property*. The Grantor agrees that no demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Property which would affect the character defining features, including archaeological resources, and any other areas defined as significant in Attachment B without prior written permission of the Grantee. All maintenance, construction, alteration, remodeling, reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* (hereinafter referred to as the "**Standards**").
5. *Public access.* The Grantor agrees to provide to view the grant-assisted work of features no less than 12 days a year on an equitably spaced basis. The dates and times when the property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
6. *Right to inspect.* The Grantor agrees that the Grantee, its agents and designees, shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this Agreement are being observed.
7. *Casualty damage or destruction*. In the event that the Property, or any part of it, shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor will notify the Grantee within 14 calendar 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 prior written approval indicating that the proposed work will meet the Standards. The Grantee will give a review of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Property from the National Register. If the Property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence or other

actions of the Grantor, then the Grantee may initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Property which will then be returned to the U.S. Government.

8. *Enforcement*. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland without regard to its conflicts of laws principles. Any suit or action between the Parties arising out of or relating to this Agreement will be filed in a court of competent jurisdiction within Frederick County in the State of Maryland, and the Parties hereby consent to personal jurisdiction and service of process in the State of Maryland.
9. *Severability.* It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

Preservation Agreement entered into by:

_____

Nicholas Redding, President & CEO date
Preservation Maryland

_____

Grantee/Owner date

STATE OF MARYLAND, _____ County, City of _____, to wit:
I HEREBY CERTIFY, that on this ____day of _____, in the year 20__, before the subscriber, personally appeared, who acknowledged that (s)he executed the foregoing instrument for the purposes therein contained as the duly authorized _____ of _____.

_____ Notary Public

My Commission Expires: _____

**Attachment List**

Attachment A - Legal description;
Site plan or survey
Attachment B - Architectural and Historic Documentation

# Appendix D - Sample Preservation Easement

(page intentionally left blank)

PRESERVATION MARYLAND

# DEED OF PRESERVATION EASEMENT

This Deed of Preservation Easement ("**Easement**") is made this _____ day of _____, 20___ ("**Effective Date**"), between OWNER (hereafter referred to as the "**Grantor**" or "**Owner**") having an address of _____, Maryland, _____, and Preservation Maryland ("**Grantee**"), a nonprofit corporation of Maryland, having an address of 3600 Clipper Mill Road, Suite 248, Baltimore, Maryland, 20211.

RECITALS

**WHEREAS**, Grantor is owner in fee simple of a certain real property located at _____, _____ County, Maryland which was conveyed to the Grantor by Deed dated _____, and recorded among the land records of _____ County (the "**Land Records**"), in Liber____ Folio____, and more particularly described in **Exhibit A** attached hereto and incorporated herein, said Property including the following structures (hereinafter the "**Building**" or "**Buildings"**): [DESCRIBE include building name, the specific structures that are the subject of the easement, such as "The principal building is a constructed of [brief description] dating from [year] and additional ancillary structures [describe]. Several outbuildings… (hereinafter "the **Ancillary Structures**")]

**WHEREAS**, Grantee is authorized to accept preservation and conservation easements to protect property significant in national and state history and culture under the provisions of Section 2-118 of Real Property Article, Annotated Code of Maryland, Conservation Easements (hereinafter the "**Act**");

**WHEREAS**, The Grantee is a 501(c)3 tax-exempt, nonprofit organization whose primary purpose includes the preservation and conservation of sites, buildings, and objects of national, state, and local significance and which is a qualifying recipient of qualified conservation contributions under Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (hereinafter, the "**Code**");

**WHEREAS**, this preservation easement is granted as a condition of the eligibility of the Grantor of the financial assistance from the National Park Service of the United States Department of the Interior as part of the Paul Bruhn Historic Revitalization Grant Program appropriated from the Historic Preservation Fund.

**WHEREAS**, in consideration of the sum of $[AMOUNT] received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a preservation easement on the real property located at [ADDRESS] for the purpose of rehabilitating and preserve the historic features of the Building in accordance with the Secretary of the Interior's Standards for Rehabilitation.

**WHEREAS**, the Property's conservation and preservation values are documented in a set of reports, drawings, and photographs (hereinafter, Baseline Documentation) incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Property as of the effective date of this grant. In the event of any discrepancy between the two counterparts produced, the counterpart retained by Grantee shall control.

**WHEREAS**, the Baseline Documentation shall consist of the following:

- Legal Description
- Site Plan
- Supporting Documentation, including a historical summary, preservation attributes and photographs

**WHEREAS**, the grant of a preservation and conservation easement by Grantor to Grantee on the Property will assist in preserving and maintaining the Property and its architectural, historical, and cultural features for the benefit of the people of the Town _____, the State of Maryland, and the United States of America.

**WHEREAS**, in recognition of the Preservation Attributes as defined below, to promote and further the preservation and conservation of the Property and its historic, architectural, aesthetic, and cultural character, Grantor intends to grant this Preservation Easement over the Property, thereby restricting and limiting certain activities on and uses of the Property as provided herein, and for the term of duration specified by this Preservation Easement.

**WHEREAS**, this Preservation Easement applies to, among other things, both the interior and exterior of [the brick house, the outbuildings, and the grounds]. No modifications may be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by Preservation Maryland and its successors and assigns. This includes but is in no way limited to:

- Exterior walls
- Roof replacement
- Front porch alterations
- Window replacement
- Modification or replacement of trim, doors, windows, floors, walls, and stairways
- Modification of outbuildings
- Construction of any new addition or expansion to the current footprint of the property

**WHEREAS**, the Grantee possesses the power and duty to accept, hold, and administer this Preservation Easement, and intends to do so exclusively for preservation purposes.

**WHEREAS**, the Grantor acknowledges and accepts that the Grantee will apply the Secretary of the United States Department of the Interior's Standards for the Treatment of Historic Properties, as set forth in Part 68, Title 36, Code of Federal Regulation, or comparable standards as may be developed, amended or revised from time to time (the "**Secretary of the Interior's Standards**"), as interpreted by Preservation Maryland, to Preservation Maryland's administration and enforcement of this Preservation Easement.

## AGREEMENT

## ARTICLE I. GRANT AND DURATION OF EASEMENT

A. The above Recitals are incorporated as if fully set forth herein. As an absolute gift for no monetary consideration ($0.00), but in consideration of the facts stated in the above Recitals and the covenants, terms, conditions and restrictions in this Preservation Easement, Grantor hereby unconditionally, irrevocably and voluntarily grants and conveys unto Preservation Maryland, and assigns, with Special Warranty of Title, this Preservation Easement in the Property, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging.

B. This Preservation Easement shall be in force and effective, and be enforceable by MHT, for a term of ten (10) years from the Recordation Date (the "**Easement Term**") unless the Easement Term is extended by operation of either Paragraph C. or Paragraph D. of Article V of this Easement (the "**Extended Term**"). At the later to occur of the expiration of the Easement Term or Extended Term (the "**Termination Date**"): (i) this Preservation is extinguished and shall have no force or effect and (ii) Preservation Maryland shall file in the Land Records notice that the Preservation Easement is extinguished.

C. During the Easement Term and any Extended Term this Preservation Easement is an easement in gross and as such it is inheritable and assignable in accordance with Article VI, runs with the land as an incorporeal interest in the Property, and is enforceable by Preservation Maryland against the Grantee, and their respective personal representatives, heirs, successors and assigns.

## ARTICLE II. PRESERVATION PURPOSE

A. Preservation of the Property shall be in conformance with the provisions of this Easement, the purpose of which is to protect, preserve, and enhance the Property's preservation attributes (the "**Preservation Purpose**"). The preservation attributes are those Structures, character defining [Interior/Exterior/Interior and Exterior] Features of Structures, and other details that give the Property its historical, architectural, aesthetic, and cultural character (the "**Preservation Attributes**").

B. The Preservation Attributes are further represented, detailed, or depicted in **Exhibits B and C** (together the "**Baseline Documentation**"). Exhibit B consists of a site plan or survey of the Property. Exhibit C consists of a schedule of documents, a historical summary, photographs of selected portions of the property, and/or other materials depicting buildings, character-defining features of the property, and other details representative of the property's Preservation Attributes. The materials listed on the schedule will be kept on file at the Grantee's principal office. The Baseline Documentation might not detail or depict every singular, individual, and unique character-defining feature or detail that comprises the Preservation Attributes.

## ARTICLE III. LAND USE AND FEATURES

A. General. This Article sets forth certain specific restrictions, prohibitions, requirements, and permitted activities and uses under this Preservation Easement. If Owner[s] believe[s], or reasonably should believe, that any completed, contemplated, or planned undertaking, activity or use on or of the

Property may have a significant adverse effect upon the Preservation Purpose or the Property, Owner[s] shall, in accordance with the requirements of Article IV, notify Grantee prior to such undertaking, activity, or use.

B. Defined Terms. The following terms, as used in this Article and throughout this Preservation Easement, shall have the following meaning:

(1) "**Casualty Loss**" means loss by fire or other hazards and casualties typically covered by a standard all-risks policy of hazard insurance that includes vandalism and malicious mischief endorsements.

(2) "**Construction**" means any construction, reconstruction, improvement, enlargement, painting and decorating, alteration, actual or exploratory demolition, maintenance, or repair of any Building, or part thereof.

(3) "**Exterior Features**" include but are not limited to the exterior design, composition, and surfaces of the buildings, including the architectural style, general design and arrangement, color, finish, appearance, kind, and texture of the extant buildings.

(4**) "Interior Features"** include wood flooring, plaster walls, baseboards, doors, transoms, chimney closets, windows, period wood trim, stairways, and fireplace mantels.

(5) **"Grounds**" include walkways, fencing, outbuildings of various types and materials, and the contour of the land at the time the easement is ratified by both the Owner and Grantee.

(6) "**Recordation Date**" means the date this Preservation Easement is recorded in the Land Records.

C. Maintenance, Repair, and Administration.

(1) The Owner shall maintain, repair, and administer the Property, including the Property's grounds, Buildings, the Features of Buildings, and other Preservation Attributes, in a good, clean, and safe condition, and in a manner consistent with and in furtherance of the Preservation Purpose.

(2) Subject to the requirements of Paragraphs D.(1) and D.(2) of this Article, the Owner may, without the prior express written approval of Grantee, cause, permit or suffer maintenance, repair, repainting or refinishing on or to the Property's Preservation Attributes – including, but not necessarily limited to the Buildings – if such maintenance, repair, repainting or refinishing is necessary to correct damage or conditions that result from Casualty Loss, or ordinary wear and tear; provided that such maintenance, repair, repainting or refinishing is performed in a manner that does not negatively impact the Preservation Attributes or the Preservation Purpose, as may be determined by Grantee at Grantee's sole discretion.

(3) The Owner shall not permit or allow, through neglect or a failure to maintain or repair, deterioration or constructive demolition (i.e., demolition-by-neglect) of the Property's Buildings, its Grounds, or other Preservation Attributes.

D. Changes and Alterations to the Property.

(1) The Owner shall not, without the prior express written approval of the Grantee, cause, permit, or suffer: (i) ground disturbance on the Property as detailed in Paragraph E. of this Article; (ii) demolition of any Structure or part thereof; (iii) Construction on the Property that alters or changes any of the Property's Preservation Attributes; or (iv) replacement, of any kind, of any Historic Features of any structure.

(2) The Owner shall not, without the prior express written approval of the Grantee, cause, permit, or suffer the construction or erection of any new structure or improvement on the Property. The Property shall include only those Structures which are as of the Recordation Date located on the Property, as listed, described, or depicted in the Baseline Documentation. The Grantee and Grantor acknowledge and affirm that all those Structures located on the Property as of the Recordation Date are listed, described, or otherwise depicted in the Baseline Documentation.

E. Casualty Damage or Destruction.

(1) In the event that the Subject Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed.

(2) No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Subject Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards.

(3) The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Subject Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register *(or the SHPO if the Grantee is not the State)* in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Subject Property from the National Register.

(4) If the Subject Property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Subject Property which will then be returned to the U.S. Government."

F. Archeological Resources.

(1) The Owner shall not, without the prior express written approval of the Grantee, cause, permit, or suffer any grading, excavation, tree removal, or any other undertaking that may materially disturb the surface or subsurface or otherwise alter the topography of the Property's grounds.

(2) Prior to approving any ground disturbance covered in subsection (1) above, the Grantee may require the Owner to (i) modify or relocate the undertaking in order to avoid, reduce or mitigate impacts on archeological deposits; (ii) perform and report to the Grantee, in accordance with applicable

and contemporary professional standards, an archeological survey of the area to be disturbed to identify and determine whether any significant archeological deposits are located in the area; and/or (iii) produce to the Grantee a written report by a qualified archeologist that documents archeological research or study of the proposed ground disturbance. If deemed necessary by the Grantee as a condition of approval for a disturbance, the Owner shall conduct archeological excavation, curation, documentation, and reporting of affected archeological deposits, all in accordance with applicable and contemporary professional standards and in a form and of substance satisfactory to the Grantee.

G. Viewshed Protection. Owner shall not, without the prior express written approval of the Grantee, erect, construct, assemble, or plant on the Property visual screens or barriers, including, without limitation, fences, walls, berms, or dense hedges, that might obstruct the substantial and regular opportunity of the public to view the exterior of Structures from adjacent publicly accessible areas.

H. Reserved Rights Exercised to Minimize Impacts. All rights reserved by the Owner or activities not prohibited by this Preservation Easement shall be exercised so as not to negatively impact the Preservation Purpose or the Preservation Attributes. The determination as to whether the exercise of a right or the conduct of an undertaking, activity, or use negatively impacts the Preservation Purpose or a Preservation Attribute shall be at the sole discretion of the Grantee.

I. Public Access. The Grantor agrees to provide public access to view the grant-assisted work of features no less than 12 days a year on an equitably spaced basis. The dates and times when the property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

## ARTICLE IV. LAND PRESERVATION MARYLAND APPROVAL PROCESS

A. Request for Approval. This Preservation Easement provides that before the Owner commences any undertakings detailed in Article III above, the Owner must receive from the Grantee express written approval for the undertaking, activity, or use. Whenever the Grantee's prior written approval is required, the Owner shall submit in writing to the Grantee a request that includes a written and visual description of the contemplated undertaking, activity, or use. The submission shall include such plans, drawings, photographs, written specifications, identification, description of materials, and/or other such information or material as Grantee, or Grantee's designee, may determine necessary to consider and evaluate the request. The Owner's submission shall be made to Grantee prior to commencement of the undertaking, activity, or use, and in advance of, or concurrent with, submission by the Owner of any application for any required federal, State, or local government permit or approval.

B. Sufficiency of Request. Grantee or Grantee's designee may review any request made pursuant to Paragraph A of this Article for purposes of determining if the information and materials submitted are sufficient for Grantee to make a determination on the request, and, after conducting such review, may require the Owner to submit additional information or materials. The Grantee or the Grantee's designee shall deem the request complete once the Grantee receives from the Owner all information and materials that the Grantee or Grantee's designee deems necessary to make a determination on the request.

C. Review and Determination. In reaching a determination on a request made pursuant to this Article, Grantee shall consider the provisions of this Preservation Easement and shall grant or deny the request based upon Grantee's sole discretion as to whether the requested undertaking, activity, or use conforms with the Preservation Purpose, as may be informed by the Secretary of the Interior's Standards. The Grantee may approve a request in whole or in part, may require changes, amendments, or additions to a request as a condition of an approval, or may deny a request.

D. Notice of Determination. The Grantee shall, by written notice dated not later than forty-five (45) days after its receipt of a request under Paragraph A of this Article, inform the Owner of its determination. A request shall be denied if the Grantee or Grantee's designee determines that the request is not sufficient under Paragraph B of this Article, and such denial shall describe the additional documentation the Owner is required to submit in a new request.

## ARTICLE V. ENFORCEMENT AND REMEDIES

A. Inspection. Grantee, and its employees and agents, shall have the right to access the Property at reasonable times and on reasonable notice to Owner for the purpose of inspecting, photographing, and surveying all portions of the Exterior and Interior of the Buildings, and the Grounds, as may be necessary for Grantee to determine whether the Owner is in compliance with the provisions of this Preservation Easement. Grantee shall provide prior notice of the date and time of an inspection to the Owner unless Grantee determines that immediate access is necessary to prevent, terminate, or mitigate a suspected or actual violation of this Preservation Easement which poses a serious or potentially permanent threat to a Preservation Attribute, in which latter case prior notice is not required.

B. Remedy. Grantee may institute suit to: (i) enjoin any breach or enforce any provision of this Preservation Easement by ex parte, temporary, and/or permanent injunction; (ii) require in the event of a breach that the Property be restored promptly to a condition required by this Preservation Easement; and/or (iii) enter upon the Property, correct any breach, and hold the Owner responsible for resulting costs to Grantee. Before instituting any such suit, Grantee shall give notice to the Owner of the suspected or actual breach of this Preservation Easement (a "**Notice of Breach**"), and provide a reasonable time for cure of the breach; provided, however, that Grantee needs not give such notice and opportunity to cure if the Grantee determines that immediate action is necessary to prevent, terminate or mitigate a suspected or actual breach which poses a serious or potentially permanent threat to a Preservation Attribute. Grantee remedies as set forth in this Paragraph are cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If the Owner is found by a court exercising jurisdiction to have breached any provision of this Preservation Easement, the Owner shall reimburse the Grantee for any costs or expenses incurred by the Grantee to remedy the breach, including court costs and reasonable attorneys' fees.

C. Extension of Easement After Extinguishment Due to Suit or Breach. If at the Extinguishment of the Easement there is either (i) a pending suit instituted by the Grantee pursuant to Paragraph B of this Article or (ii) an outstanding Notice of Breach concerning the Property (for which the Grantee has not provided written notice to the Owner that the breach has been cured to Grantee satisfaction), this Preservation Easement shall remain in force and effect, and be fully enforceable by Grantee, until such time as the suit is terminated or the Grantee provides written notice to the Owner that the Notice of Breach is cured to the Grantee's satisfaction. A suit is terminated, for purposes of this

Paragraph, when: (i) the suit has been dismissed by a court of law and all avenues to appeal the dismissal are exhausted; (ii) a judgment on the suit has been issued by a court of law and the judgment is fully and completely satisfied; or (iii) the suit has been resolved and dismissed pursuant to an agreement of settlement, the terms and conditions of which the Owner has fully and completely satisfied.

D. Waiver. No waiver of any term or condition of this Preservation Easement shall have any force or effect unless the waiver is in writing and approved by the Owner and Grantee. Absent such written waiver, no failure or delay on the part of Grantee to enforce any provision or actual or suspected breach of this Preservation Easement shall waive, discharge, or invalidate a provision of this Preservation Easement or affect the right of Grantee to enforce an actual or suspected breach, or a subsequent breach, in accordance with Paragraph B. of this Article. The failure of the Grantee to inspect the Property in accordance with Paragraph A of this Article does not constitute a waiver by the Grantee of any right under this Preservation Easement.

## ARTICLE VI. OTHER RIGHTS, DUTIES AND WARRANTIES

A. Transfer of Ownership or Possession. The Owner retains the right to sell, devise, transfer, mortgage, or otherwise encumber the Property, provided however, in no event shall the Owner sell, devise, or transfer the Property for a period of twelve (12) months from the Recordation Date (the "**Transfer Restriction**"). At least thirty (30) calendar days prior to the closing of any conveyance or transfer of a fee simple or other possessory interest in the Property, or part thereof, the Owner shall (i) notify the Grantee in writing of the names and addresses of all persons or entities to whom the Owner intends to convey or transfer the interest and (ii) provide notice of the existence of this Preservation Easement to all such persons or entities. These requirements shall be in addition to, and not a substitute for, the notice requirements established under Section 10-705(f) of Real Property Article, Annotated Code of Maryland, or such other comparable provision of law as it may be amended or revised from time to time. The Owner shall further make verbatim or specific reference to this Preservation Easement in a separate paragraph of any deed or other legal instrument by which the Owner divests or conveys a fee simple or other possessory interest in the Property.

B. Subordination. The Owner certifies that all mortgages, deeds of trust, or other liens (collectively "**Liens**"), if any, affecting the Property are subordinate to, or shall at time of recordation of such Lien become subordinate to, the rights of the Grantee under this Preservation Easement. The Owner has provided, or shall provide, a copy of this Preservation Easement to all mortgagees of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively "**Lienholders**") currently encumbering the Property or which will affect the Property prior to the recording of this Preservation Easement and shall also provide notice to the Grantee of all such Liens. If required by the Grantee, each of the Lienholders shall agree to subordinate its Lien to this Preservation Easement prior to recordation of this Preservation Easement, either by signing a subordination agreement in the form attached to this Preservation Agreement as **Exhibit D**, which subordination agreement shall become a part of this Preservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

C. Insurance. The Owner shall maintain property and liability insurance for the Property including the buildings. Insurance policy coverage shall provide for (i) the full replacement value of the buildings against Casualty Loss, including, without limitation, loss from the perils commonly insured under a standard fire and extended coverage policies; and (ii) comprehensive general liability insurance

against claims for personal injury, death, and property damage. Said insurance policy shall include a change in condition [and change in building ordinance] coverage, in form and amount sufficient to fully repair damage to the buildings and the Property without cost or expense to the Owner or contribution or coinsurance from the Owner, save standard deductibles. Insurance shall name Grantee as an additional insured, with the right of cancellation notice from the insurance carrier at least fifteen (15) days before cancellation of such insurance. All insurance proceeds from a claim will be applied to the restoration of the property.

D. Real Property Taxes. Except to the extent that may be provided for by State or local law, nothing in this Preservation Easement shall relieve the Owner of the obligation to pay taxes in connection with the ownership or transfer of the Property.

E. Warranties. The Grantor is the sole owner of the Property in fee simple as of the Recordation Date and has the right and ability to convey this Preservation Easement to Grantee. The Grantor warrants that the Property is free and clear of all rights, restrictions, and encumbrances, other than those subordinated to this Preservation Easement or otherwise specifically agreed to in writing by the Grantee.

F. Continuing Duties of Owner. For purposes of this Preservation Easement, "Owner" shall mean only, at any given time, the then current fee simple owner of the Property and shall not include the Grantor or other successor owners preceding the current fee simple owner of the Property, except that if any preceding owners violated any provision of this Preservation Easement, both the current fee simple Owner and the preceding owners shall be liable therefor.

G. Transfer by Grantee. Without the consent of the Owner, the Grantee may assign or transfer its interest in this Preservation Easement to a qualifying governmental unit or organization or to any other person or entity as the Grantee deems advisable in the Grantee's sole and absolute discretion.

H. Use of Photography. Inspection pursuant to Paragraph A of Article V of this Preservation Easement shall, as deemed necessary by Grantee, include photographic or video documentation of the Property. The Owners grant to the Grantee permission to use such photographs or videos, and any other photographs, videos, drawings, or visual depictions of the Property possessed by the Grantee, for any purposes that the Grantee deems necessary or appropriate, including without limitation, publication in magazines, newsletters, promotional materials, and other print, television, or electronic media, and for uses including without limitation, preservation, education and publicity purposes.

## ARTICLE VII. EXTINGUISHMENT

The Grantor and Grantee have determined that the Preservation Attributes constitute a valued public purpose worthy of protection. As such, this Preservation Easement may be extinguished only under circumstances as provided for in this Article.

A. Judicial Extinguishment. This Preservation Easement may be extinguished by an order of a Maryland court of competent jurisdiction issued upon the joint request of the Owner and Grantee, if, as determined by the Grantee in its sole discretion: (i) the Preservation Attributes have deteriorated or

damaged to the extent that this Preservation Easement no longer serves the Preservation Purpose, or (ii) the conditions on or surrounding the Property have changed such that it is impossible or impractical that continued adherence to the provisions of this Preservation Easement will serve or fulfill the Preservation Purpose. In the event of any sale of all or a portion of the Property after such extinguishment, the Owner and Grantee shall share any net proceeds resulting from such sale in accordance with Paragraph C of this Article. Net proceeds shall also include, without limitation, net insurance proceeds. In the event of extinguishment, the provisions of this paragraph shall survive extinguishment and shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

B. Condemnation. This Preservation Easement may be extinguished through condemnation proceedings if the condemnation of a part or all of the Property by a public authority renders it impossible or impractical to fulfill the Preservation Purpose, as determined by the Grantee in its sole discretion. The Grantee may, at its option, join in condemnation negotiations or proceedings at any time for purposes of objecting to the condemnation and to recover the value of its interests in the Property and all incidental or direct damages resulting from the condemnation. All expenses reasonably incurred by the parties to this Preservation Easement in connection with condemnation proceedings shall be paid out of the condemnation award.

## ARTICLE VIII. MISCELLANEOUS

A. Modification. The Owner and Grantee recognize that circumstances may arise that justify a modification of certain provisions contained in this Preservation Easement. The Owner and Grantee have the right to agree to modify this Preservation Easement, provided, however, that:

(1) The modification will not create private inurement or private benefit;

(2) As determined by the Grantee, the modification, as proposed, (i) either enhances or has no adverse effect on the Preservation Purpose and (ii) upholds the Grantee's obligation to protect the Property.

(3) The modification is in conformance with all applicable Grantee policies in effect at the time of the modification; and

(4) The modification is recorded in the Land Records.

This Preservation Easement shall only be modified as mutually agreed upon by the Owner and Grantee and neither the Owner nor Grantee shall, under any circumstance, be obligated to (i) agree to a modification or (ii) consult or negotiate regarding a modification. The Owner shall be responsible for paying all costs and expenses, including attorneys' fees and court costs, arising from the Owner's request to modify this Preservation Easement.

B. Notice. Any notice required to be given by this Preservation Easement to the Owner shall be addressed to the Owner as follows:

[OWNER NAME]
[ADDRESS]
[ADDRESS]

or to such other address as the Owner may from time to time designate by notice to the Grantee; or to Grantee shall be addressed to the Grantee as follows:

Preservation Maryland
3600 Clipper Mill Road
Suite 248
Baltimore, Maryland 21211

or to such other addresses as the Grantee may from time to time designate by notice to the Owner.

Compliance with Other Laws. The provisions of this Preservation Easement do not replace, abrogate, or otherwise set aside any Local, State, or Federal laws, requirements, or restrictions, whether existing at the time of this Preservation Easement or as subsequently enacted or adopted, that might impose limitations on the use of the Property. In the event that any applicable legal requirement imposes affirmative obligations, which if complied with by the Owner, would be a violation of a provision of this Preservation Easement, the Owner shall: (i) if said requirement directs a specific act which does not permit the exercise of any discretion on the part of the Owner, give the Grantee written notice of the Owner's intent to comply at least forty-five (45) calendar days before the Owner commences any undertaking necessary for compliance; or (ii) if said requirement permits the exercise of some discretion by the Owner on how to comply, use the method most protective of the Preservation Attributes and give the Grantee written notice of the Owner's intent to comply at least forty-five (45) calendar days before the Owner commences any undertaking necessary for compliance. Any notice to the Grantee under this provision shall be subject to the requirements of Article IV.

D. Construction and Governing Law. This Preservation Easement shall be construed to promote the purposes of the statutes creating and governing Grantee, the purposes of Section 2-118 of the Real Property Article, Annotated Code of Maryland, and the Preservation Purpose. This Preservation Easement shall be governed by and interpreted under the laws of the State of Maryland, and any ambiguities and questions of validity of a specific provision shall be resolved in a manner consistent with the Preservation Purpose. The common law principles of disfavoring restrictions on the use of real property and construing restrictions in favor of the free and unrestricted use of real property shall not apply to this Preservation Easement.

E. Indemnification. The Owner shall defend, indemnify and hold Grantee harmless from any liability, costs, attorneys' fees, judgments or expenses to Grantee or any of Grantee's officers, employees, agents or independent contracts resulting or caused in any way by reason of Grantee's acceptance of this Preservation Easement, including, without limitation, from actions or claims of any nature by third parties, whether asserted under Federal, State or Local law, arising from a breach of this Preservation Easement by the Owner, or arising out of the ownership, possession, or exercise of rights under this Preservation Easement.

F. Entire Agreement and Severability. This instrument sets forth the entire agreement between the Owner and Grantee with respect to the Preservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Preservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Preservation Easement, and the application of such provision to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

G. Joint and Several. If the Owner at any time owns the Property in joint tenancy, tenancy by the entireties, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Preservation Easement.

H. Recordation. The Grantee shall record or cause to be recorded this Preservation Easement in a timely fashion among the Land Records and may re-record it at any time as may be required to preserve the Grantee's rights hereunder.

I. Counterpart Signatures. The parties may execute this Preservation Easement in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

**TO HAVE AND TO HOLD** unto Preservation Maryland, its successors, and assigns. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon the Owner, the Owner's survivors, agents, personal representatives, heirs, assigns and all other successors to the Owner in interest, and shall continue as a servitude running with the Property in perpetuity.

**IN WITNESS WHEREOF**, Owner and Preservation Maryland have hereunto set their hands and seals.

**WITNESS/ATTEST:**

_____

**[OWNER/GRANTOR]:**

By: _____
Name:
Title:

**WITNESS:**

_____

**PRESERVATION MARYLAND/GRANTEE:**

By: _____
Name:
Title:

STATE OF MARYLAND, _____ County, City of _____, to wit:
I HEREBY CERTIFY, that on this ____day of _____, in the year 20__, before the subscriber, personally appeared, who acknowledged that (s)he executed the foregoing instrument for the purposes therein contained as the duly authorized _____ of _____.

_____ Notary Public

My Commission Expires: _____

STATE OF MARYLAND, Washington County, to wit:
I HEREBY CERTIFY, that on this ____day of _____, in the year 20__, before the subscriber, personally appeared _____, and acknowledged that (s)he executed the foregoing instrument for the purposes therein contained as the fully authorized for **Preservation Maryland.**

**_____ Notary Public**

**My Commission Expires: _____**

**Exhibit List**
Exhibit A - Legal description
Exhibit B - Site plan or survey
Exhibit C - Historic Documentation

# Appendix E - Project Sign




Click here to access a PDF version of the sign.

# Appendix F – SOI Professional Qualifications Standards

Used by the National Park Service, the following requirements define the minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience. Where appropriate, all contractors and consultants retained on a CTRR funded project must meet the relevant standard.

**History**

The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or

2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

**Archeology**

The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration, or management:

2. At least four months of supervised field and analytic experience in general North American archeology, and

3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

**Architectural History**

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field with coursework in American architectural history or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

**Architecture**

The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

**Historic Architecture**

The minimum professional qualifications in historic architecture area professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

# Appendix G – SOI Standards for Rehabilitation

The Standards for Rehabilitation provide direction in making appropriate choices in planning the repairs, alterations, and additions that may be part of a rehabilitation project. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

The accompanying Guidelines apply the Standards and describe specific treatments that do and do not meet the Standards. The Standards for Rehabilitation are codified in 36 CFR Part 67, are regulatory for the Historic Preservation Tax Incentives program, and are the Standards most often used by local historic district commissions nationwide. The Standards for Rehabilitation is one of the Four Treatments of Historic Properties.

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.