

PRESERVATION GRANT CONTRACT

15th day of May, 2019, by and between The City of College Park, 4500 Knox Road, College Park, Maryland 20740 (hereinafter the "Grantee") and The Maryland-National Capital Park and Planning Commission, 6611 Kenilworth Avenue, Riverdale, Maryland 20737 (hereinafter the "Commission").

WHEREAS, the Grantee is the owner of all that piece or parcel of property located in the 21st Election District, consisting of 12,960 square feet, more or less, in tax account number 2383156 and described with particularity on Exhibit A (the "Property"); and

WHEREAS, the Commission administers a program dedicated to the preservation, enhancement, and protection of historic properties in Prince George's County pursuant to the Maryland Land Use Article, Sections 26-101 through 26-107, and Subtitle 29 of the Prince George's County Code, and the Prince George's County Historic Property Grant Program Guidelines adopted May 8, 2008 by the Prince George's County Planning Board of The Maryland-National Capital Park and Planning Commission; and

WHEREAS, Grants from the Prince George's County Historic Property Grant Program ("Grant Program") are designed to preserve, protect and enhance historic properties, encourage others to preserve, protect and enhance historic properties and to promote interest in and the study of historic properties; and

WHEREAS, Grants are awarded for the rehabilitation, restoration, preservation, or acquisition of historic property; and

WHEREAS, in consideration of a grant awarded from the Commission, the Grantee conveyed to the Commission that certain Historic Preservation Easement ("Easement") attached hereto and incorporated herein as Exhibit B, dated July 10, 2018 and recorded August 6, 2018 promoting the preservation and maintenance of the Property and its historic, cultural, scenic, and aesthetic character of the Property; and

WHEREAS, the Grantee and the Commission recognize the architectural, historic, and cultural values (hereinafter "conservation and preservation values") and significance of the Property, and have the common purpose of conserving and preserving the aforesaid conservation and preservation values and significance of the Property; and

WHEREAS, the terms of the Easement and this Contract require the Grantee to undertake certain obligations with respect to the preservation of the Building, and the terms of the aforesaid Easement and Contract also require the Commission to perform certain administrative and supervisory functions with respect to the preservation of the Property and rehabilitation of the Building thereon.

WHEREAS, the Grantee has been awarded additional monies from the Grant Program to continue repair and rehabilitation work on the property.

1. **GRANT AWARD.** In exchange for the Easement, the grant shall be **THIRTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS AND ZERO CENTS (\$38,500.00)** ("Grant Award"), payable in cash or certified funds pursuant to the terms of this Contract. Upon acceptance of this Grant Award, the Grantee represents that it has the cash on hand to complete the project or an agreement with a lender to acquire the necessary funds for project completion.

2. **PAYMENT.** Historic Property Grant Program (Grant Program) funds are awarded as reimbursable payments. Upon execution of this Contract, the Grantee shall submit a detailed scope of work to the Commission's Historic Preservation Section. Upon approval of the Scope of Work, the Grantee may commence work. At regular intervals throughout the project, the Grantee may request reimbursement by submitting documentation of project progress and project expenditures, as set forth in this Paragraph Two (2). Requests for reimbursement shall not be made more than once per month and at least once per quarter, within thirty (30) days of the end of the quarter.

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

3. **MATCH REQUIREMENTS.** Grantee must provide a ten percent (10%) cash match or an in-kind match of goods or services for every dollar of Grant Program funds. Grantee is not required to have match dollars in hand at the time of execution of this Contract, but the match dollars and/or in-kind match must be available, as appropriate, so that the project can be completed within the two-year performance period.
4. **MODIFICATIONS.** The Grantee agrees that the Commission reserves all rights to reassess the grant award and approvals and decline grant reimbursement, withdraw conditional grant approval, and/or require additional documentation and/or assurances.
5. **FINANCIAL SECURITY.** The Commission may require the Grantee to open a separate bank account specifically designated for the project and to deposit the entire grant and matching funds in said account. The Commission reserves the right to audit the Grantee's accounts relating to the grant funds and payments to contractors. The Commission reserves the right to demand and receive the return of any funds not spent in accordance with the Historic Preservation Grant Program's Guidelines or other stipulations and, by submission of the Application, the Grantee agrees to this provision.
6. **ADJUSTMENTS AND ASSESSMENTS.** The Grantee shall continue to pay the real estate taxes and general and special assessments, subsequent to conveyance of the Easement to the Commission.
7. **COSTS.** This Paragraph 7 is intentionally left blank.
8. **TITLE.** Title to the Easement shall be free from all liens, encumbrances, judgments and other matters affecting title that could render the covenants in said Easement unenforceable. The expense of curing any issues of title that could render the covenants in said Easement unenforceable shall be paid by the Grantee.
9. **EASEMENT PURPOSE RESTATED.** The Grantee and the Commission recognize the historic, architectural, cultural, scenic, natural, and aesthetic value and significance of the Property, and

have the common purpose of conveying and preserving these values and significance of the Property.

The Easement contains provisions reflecting that the historic and architectural character of the Property will be preserved in perpetuity and that the Property will not be altered without the approval of the Commission. The Grantee retains use of the entire Property and shall continue to be responsible for its maintenance and care. Buildings, archeological sites, and land are protected by the terms of the Easement. The conservation and preservation values of the Easement are reaffirmed by this Contract.

10. **EASEMENT CONVEYANCE.** The Easement conveyed on July 10, 2018 was required pursuant to the Maryland Land Use Article, and Subtitle 29 of the Prince George's County Code, and the Prince George's County Historic Property Grant Program Guidelines adopted May 8, 2008 by the Prince George's County Planning Board of The Maryland-National Capital Park and Planning Commission.
11. **SETTLEMENT.** This Paragraph 11 is intentionally left blank.
12. **ENVIRONMENTAL REPRESENTATIONS.** The Grantee represents that to the best of his/hers/its/their reasonable knowledge, information and belief there has been no environmental damage on the Property from any past operations and past storage (above or underground) of any hazardous substances or wastes.
13. **FINAL AGREEMENT.** This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, or representations not expressly contained herein. The terms and provisions of the Easement are affirmed and incorporated herein by reference.
14. **EXTENT OF CONTRACT.** Except as to the Grantee's continuing obligations as set forth herein with respect to the Easement, payments made under this Grant Award are terminated two (2) years from the date this Contract is executed. The Grantee understands that the Commission through its Historic Property Grant Program will not make payment for costs incurred after the aforesaid termination date. This Contract may be terminated by the Grantee prior to any expenditure of awarded monies; whereupon the Commission shall have no further obligations to the Grantee with respect to this Contract or the underlying Historic Preservation Grant Program Application filed by the Grantee, except for the mutual obligations set forth in the Easement.
15. **PROFESSIONAL STANDARDS.** All Grant Program projects will follow professional standards. The Grantee will follow all applicable federal and state laws, regulations, guidelines, and technical standards, including the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*. Grantees must demonstrate their intention and ability to adhere to these Standards. In particular, Grantees and their contractors must be familiar with the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*. Copies of these standards and guidelines shall be provided by the Commission. Failure to follow the Secretary of the Interior's Standards may result in the revocation of the Grant.
16. **TIME OF PERFORMANCE.** All expenditures of grant funds, cash match, and in-kind matches must occur within the two-year performance period as set forth in the Grant Program Guidelines. Because the easement has already been recorded, the two (2) year performance period begins the date this Contract is executed.

17. **FINDING OF NON-COMPLIANCE.** If the Commission finds that the Grantee does not meet the requirements of the Historic Property Grant Program or the terms of this Contract, the Commission may seek remedies for non-compliance including suspension or return of the Grant Award. The Commission shall be empowered to institute legal or other remedial action in accordance with the terms of the Easement governing enforcement procedures. In addition to any remedies now or hereinafter provided by law, (i) the Commission may, following reasonable notice to the Grantee, institute suit(s) to enjoin such violation by ex parte, temporary, preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property and Building to the condition and appearance required under this Contract, or, (ii) representatives of the Commission may enter upon the Property, correct any such violation, and hold the Grantee, its successors and assigns, responsible for the cost thereof, and such cost, until repaid shall constitute a lien on the Property. The Commission shall also have available all legal and equitable remedies to enforce the Grantee's obligations hereunder, and in the event the Grantee is found to have violated any of its obligations, the Grantee shall reimburse the Commission for any cost or expenses incurred in connection therewith, including all court costs and attorney's fees. The exercise by the Commission of one remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.
18. **SUCCESSORS/ASSIGNS.** The parties agree that this Contract shall be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.
19. **DAMAGES.** Subject to and without waiving common law and other governmental immunities and the provisions §§5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, the Grantee will defend, hold and save the Commission, its officers, agents, and employees, and any appointed body or commission and its members harmless from any and all suits, claims, and demands of any nature or kind, including expenses for or on account thereof, for injury to persons or damage to property sustained by a person or persons resulting in whole or in part from the performance or omission of any employee, agent, or representative or contractor or sub-contractor of the Grantee or from any action arising from the performance of work associated with the Grant Application or this Agreement.
20. **NOTICES.** It is hereby further understood and agreed that all notices to be given shall be deemed received on the date of actual receipt in the case of overnight delivery, or three (3) business days after deposit in the U.S. mail under this Contract and will be given by U.S. certified mail, return receipt requested, or by reputable overnight delivery service as follows:

To the Grantee:
Scott Somers, City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

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

21. **GOVERNING LAW AND SEVERABILITY.** This Contract shall be governed by and construed in accordance with the laws of the State of Maryland. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidating, illegality or unenforceability without invalidating the remainder of this Contract which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Jurisdiction and venue are hereby agreed among the parties to lie within the State Courts of Prince George's County, Maryland.

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


GRANTEE:
City of College Park


By: Scott Somers, City Manager

DATE: 5/15/19

ATTEST:

THE MARYLAND-NATIONAL CAPITAL PARK
AND PLANNING COMMISSION


Joseph Zimmerman
Secretary-Treasurer

By: 
Anju A. Bennett
Acting Executive Director

DATE: _____

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY


M-NCPPC Legal Department

Date 3/28/19

Exhibit A

Legal Description of Property

College Park Woman's Club / Old Parish House

4711 Knox Road
College Park, 20740
Historic Site 66-042-09

Property Account ID: 21-2383156

SEE ATTACHED COPY OF STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
PROPERTY DATA SHEET

Real Property Data Search (w3)

Search Result for PRINCE GEORGE'S COUNTY

View Map		View GroundRent Redemption				View GroundRent Registration				
Tax Exempt:		Special Tax Recapture:								
Exempt Class:		NONE								
Account Identifier:		District - 21 Account Number - 2383156								
Owner Information										
Owner Name:		COLLEGE PARK CITY OF				Use:		EXEMPT		
Mailing Address:		RICHARD N CONTI 4500 KNOX RD COLLEGE PARK MD 20740-3330				Principal Residence:		NO		
						Deed Reference:		/12423/ 00095		
Location & Structure Information										
Premises Address:		4711 KNOX RD COLLEGE PARK 20740-0000				Legal Description:		F 108 FT OF LOTS 7.8		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	E-1237
0033	00D4	0000		3245		9		2019	Plat Ref:	
Special Tax Areas:		Town:				COLLEGE PARK				
		Ad Valorem:								
		Tax Class:				8				
Primary Structure Built	Above Grade Living Area	Finished Basement Area		Property Land Area	County Use					
1817	2,732 SF			12,960 SF	901					
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
1 1/2	YES	STANDARD UNIT	BRICK	1 full						
Value Information										
		Base Value	Value	Phase-in Assessments						
			As of	As of		As of				
			01/01/2019	07/01/2018		07/01/2019				
Land:		150,800	200,800							
Improvements		275,300	356,100							
Total:		426,100	556,900	426,100		469,700				
Preferential Land:		0		0						
Transfer Information										
Seller:		WOMANS CLUB OF COLLEGE PARK INC			Date:		08/27/1998			
Type:		NON-ARMS LENGTH OTHER			Deed1:		/12423/ 00095			
Seller:		PROGRESS CLUB OF			Date:		04/23/1964			
Type:					Deed1:		/00062/ 00224			
Seller:					Date:					
Type:					Deed1:					
Price:					Price:		\$2,675			
Deed2:					Deed2:					
Price:					Price:		\$0			
Deed2:					Deed2:					
Exemption Information										
Partial Exempt Assessments:		Class	07/01/2018		07/01/2019					
County:		650	426,100.00		469,700.00					
State:		650	426,100.00		469,700.00					
Municipal:		650	426,100.00 469,700.00		426,100.00 469,700.00					
Tax Exempt:		Special Tax Recapture:								
Exempt Class:		NONE								
Homestead Application Information										
Homestead Application Status: No Application										

Exhibit B

**Copy of
Historic Preservation Easement
Dated July 10, 2018, Recorded August 6, 2018**