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National Park Service Main Street Façade Improvement Grant Program

The National Main Street Center, Inc. (NMSC) is pleased to offer the National Park Service (NPS) Main Street Facade Improvement Grant Program, supported through a grant from the Historic Revitalization Subgrant Program as administered by the National Park Service, Department of Interior.

Starting in 2020, the NPS Main Street Facade Improvement Grant Program will provide façade improvement grants to building or business owners in 12 rural Main Street America™ communities within the boundaries of four Main Street America Coordinating Programs (three communities per state/region).

Building/business owners will use these grants to support highly visible improvements to buildings and storefronts. This program is intended to provide local Main Street America programs with an additional "tool" in their economic vitality tool-box and help stimulate local economies.

Funding and grant administration will be issued from NMSC. The four Coordinating Programs in the four selected states will be asked to help with design review, community selection, and project vetting. Project scope and design review will be led by NMSC, and when reviews for compliance with Section 106 of the National Historic Preservation Act (1966) and the National Environmental Policy Act (NEPA) are required, NPS will conduct reviews for compliance.

Before submitting your application, please review the program details and materials on the NPS Main Street Façade Improvement Grant Program homepage including Frequently Asked Questions, and examples of the program forms and documents.

This project is supported through a grant from the Historic Revitalization Subgrant Program as administered by the National Park Service, Department of Interior.

Grant Basics

Funding Details:

- Grants will not exceed $25,000.
- Grantees will be required to provide a match of at least 30% of the total project cost.
    - For example: if the total project cost was $24,000, then the grantee would contribute $7,200 (30%) and receive $16,800 (70%) in grant dollars.
- Grants will be disbursed in three installments:
    - 50% of the grant will be disbursed within 30 days of the finalization of the subgrant agreement.
    - When the project has been determined to be 50% completed, 30% of the remaining funds will be disbursed.
    - Then, when the project has been determined to be full completed will all grant requirements met, the remaining 20% of the grant will be disbursed.
- Grantees will have 24 months after the finalization of the subgrant agreement to complete their façade improvement projects.

- Interested applicants will submit a grant application form detailing their project and their match sources, which NMSC will review. NPS will conduct Section 106 and NEPA reviews where needed.

Grantee Eligibility

- Building owners and business owner tenants of commercial and/or mixed-use buildings located within commercial districts that are either already listed or eligible to be listed in the National Register of Historic Places (NRHP) are eligible to apply.
- Business owner tenants must demonstrate written approval from the building owner in order to be considered eligible.
- Project buildings must be located within commercial districts and either already listed in the NRHP (either individually or as contributing to a district) or eligible to be listed (individually or as contributing to a district).

Design Review

- NMSC reviewers overseeing this project scope and design review meet the Professional Qualification Standards used by NPS, published in the Code of Federal Regulations, 36 CFR Part 61.
- NMSC will forward the grant application and design review materials to NPS who will review the project scope and design for compliance with Section 106 of the National Preservation Act of 1966 and the National Environmental Policy Act (NEPA). They will have 60 days to conduct their review.
- For the design review portion of the grant application, grantees will be required to submit:
  - A narrative description of the project scope.
  - Construction scope of work.
  - A copy of the executed contract between the applicant and general contractor and/or subcontractors for the Project with a schedule of performance timeline.
  - National Environmental Policy Act (NEPA) worksheet [Worksheet available on NPS Main Street Façade Improvement Grant Program homepage].
  - Construction schedule.
  - Contractor scope of work with cost estimates.
  - Contractor resume or work experience.
  - Renderings and/or architecture plans (if available/applicable).
  - Photos of current condition.
    - *Please see Texas Main Street Program's* How to Photograph a Building *for instructions on best methods.* See the NPS Main Street Façade Improvement Grant Program homepage to access.
  - Historic photos, illustrations, or architectural plans relevant to the proposed work.
- If NMSC and NPS determine that the project scope is in accordance with the Secretary of the Interior's Standards and in compliance with the Section 106 and NEPA requirements, NMSC and NPS will approve the project and grant application to move forward for funding.
- Projects that are located within local historic districts will be reviewed by Local Preservation Commission (LPC) or local design review committee, with final design review approval to come from NMSC and NPS.

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Grant Use

- The funds must be used towards exterior rehabilitation or improvement of existing commercial or mixed-use buildings within the Main Street District. These funds are intended to help stimulate local economies, so projects improving the exterior of local businesses and local mixed-use (commercial and residential) buildings will be priorities.
- Eligible projects include, but are not necessarily limited to:
    - Awnings, roof, canopies, storefronts, doors, paint;
    - Landscaping;
    - Exterior lighting;
    - Window repair;
    - Masonry work;
    - Signage.
- All historical districts' proposed rehabilitation work and improvements must be submitted to and approved in advance by NPS and NMSC and be conducted in accordance with local design guidelines and the Secretary of the Interior's Standards.
- Successful applicants must preserve and repair original historic materials wherever possible.
- No portion of the funds may be utilized for interior improvements to the building.
- No portion of the funds may be utilized for work completed prior to the grant.

Grantee Requirements

Grantees will:

- Submit a NPS Main Street Façade Improvement program grant application, including the application, design review materials, and a NEPA worksheet.
- Submit all proposed rehabilitation and/or preservation work and improvements to NMSC who will submit the project for review to NPS for review and approval.
- Sign and submit a subgrant agreement; a project completion schedule [form will be provided]; a current credit report received within the past 90 calendar days (if not available, NMSC can obtain the report at grantees request); and a Certificate of insurance naming The National Main Street Center, Inc. as an additional insured. Please see subgrant agreement on the NPS Main Street Façade Improvement Grant Program homepage for details on coverage.
- Display NPS signage onsite while work is being done. See NPS Main Street Façade Improvement Grant Program homepage for sign template and instructions.
- Comply with federal wage rate requirements and the Americans with Disabilities Act and Architectural Barriers Act (ABA). The Federal Wage Rate Requirement is $10.80/hour, per Executive Order 13658.
- Get their project property listed in the NRHP as an individual listing or as part of a district listing.
- Sign either a five-year preservation agreement or five-year preservation covenant at the conclusion of the project. See details in the Historic Preservation Fund Manual, Chapter 6, Section M and example forms on NPS Main Street Façade Improvement Grant Program homepage.
    - For grants below $10,001, grantees will be required to sign a five-year preservation agreement.
    - For grants between $10,001-25,000, grantees will be required to sign five-year covenant agreement, which will be recorded on their property deed.

- Applicants will be required to comply with all Federal and State Civil Rights and Equal Employment opportunity laws and agree not to discriminate on the basis of race, color, sex, religion, marital status, disability, age, sexual orientation, or national origin.
- Submit semi-annual reports documenting predetermined metrics. *Please see details in Reporting section below.*

Timeline

- Initial applications from property owners and tenants whose projects are within in historic districts will be received and reviewed by NMSC and forwarded to NPS for approval beginning March 8, 2020.
- Funding of the grant from NMSC will begin after the subgrant agreement is signed.
- Grants will be disbursed in three installments:
    - 50% of the grant will be disbursed within 30 days of the finalization of the subgrant agreement.
    - When the project has been determined to be 50% completed, 30% of the remaining funds will be disbursed.
    - Then, when the project has been determined to be full completed will all grant requirements met, the remaining 20% of the grant will be disbursed.
- All grant-funded projects must be completed within 24 months.

Reporting

Grant recipients will be required to track and report indicators as prescribed by NMSC and confirmed by NMSC, the local Main Street Director, and the coordinating program on a semi-annual basis. See Semi-Annual and Final Report Forms on the NPS Main Street Façade Improvement Grant Program homepage for more details. The following are possible indicators that would be required to track over the two-year timeframe:

- Number of new or increase in customers or clients (includes increase in foot traffic);
- Sale percentages;
- New partnerships;
- Local investment leveraged (required for all);
- Volunteer hours directly related to the project;
- Other kinds of renovation taken on during the project timeframe;
- Change in building use/vacancy status;
- Change in project timeline (required for all);
- Improvements to structural integrity (where applicable);
- Before and after photos (required for all).

Some of the above metrics will vary according to business type. NMSC will gather the reports from the grant recipients. **Grant recipients will be required to submit signed lien waivers from all contractors and subcontractors as work is completed.**

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NPS Main Street Façade Improvement Grant Program
Grant Application

Instructions: Complete all sections of the application and attach documentation as requested. Brief answers are encouraged. However, if you need additional space to respond to the narrative questions, please use a separate sheet of paper for each response, clearly indicating which section and question number relate to the response.

The National Main Street Center, Inc. (NMSC) will accept and process grant applications beginning on **March 8, 2020**.

Please submit grant applications, including all exhibits and attachments, to National Main Street Center, Inc., either by mail or email (preferred):

Brittanii' Batts, Associate Manager of Projects and Research
National Main Street Center, Inc.
53 West Jackson Blvd., Ste. 350
Chicago, IL 60604
Email: bbatts@savingplaces.org

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SECTION ONE – APPLICANT

Name of Applicant: _____

Company/Business Name: _____ Date Established: _____

Type of Company/Organization:

- ❑ Limited Liability Company
- ❑ Limited Partnership
- ❑ Partnership
- ❑ S Corporation
- ❑ C Corporation
- ❑ Sole Proprietorship
- ❑ Nonprofit Organization

Contact Person/Title: _____

Street Address: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (_____) _____ Fax: (_____) _____

Email Address: _____

Is the applicant the owner of the building?

Note: The owner can show proof of ownership with a copy of the property tax records or a copy of the deed.

- ❑ **Yes.** The building owner is required to provide proof of ownership such as payment of property taxes or property deed

- ❑ **No.** If the applicant is not the owner of the builder, the applicant is **required** to submit written evidence of building owner's approval of the application (refer and fill out number 2). **Note**: the owner's approval can be shown in a simple letter.

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Please provide building owner's contact information.

- ❑ Applicant is the building owner. If applicant is the building owner, and the contact information is the same as above, you can leave this section blank.

Name of Owner/Company/Organization:

_____

Contact Person: _____

Street Address: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (_____) _____ Fax: (_____) _____

Email Address: _____

In the past, has the applicant received financial assistance from NPS, Community Development Block Grant, State Historic Preservation Commission, or a private foundation?

- ❑ **Yes**
  - Project Name(s): _____
  - Name of Program(s): _____
  - Year(s) Received: _____
  - Amount(s): _____
  - Was the financial assistance in the form of a grant?
    _____
- ❑ **No**

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SECTION TWO – PROJECT DESIGN REVIEW

Note: NMSC reviewers overseeing this project design review meet the Professional Qualification Standards used by the National Park Service, published in the Code of Federal Regulations, 36 CFR Part 61.

- ✓ **Please see GRANT USE on page 2 for details on eligible work.**
- ✓ **Please attach the following supplements to fully illustrate the project's scope of work**:
  - A narrative description of the project scope
  - Construction scope of work
  - A copy of the executed contract between the applicant and general contractor and/or subcontractors for the Project with a schedule of performance timeline
  - National Environmental Policy Act (NEPA) worksheet [available here].
  - Construction schedule
  - Contractor scope of work with cost estimates
  - Contractor resume or work experience
  - Renderings and/or architecture plans (if available/applicable)
  - Photos of current condition.
    Please see Texas Main Street Program's How to Photograph a Building *for instructions on best methods.*
  - Historic photos, illustrations, or architectural plans relevant to the proposed work.

Request for assistance initiated by:

- ❑ Business
- ❑ Tenant
- ❑ Property Owner
- ❑ Local Main Street organization
- ❑ Other:_____

Project Property

Building Name (if applicable): _____

Building Address: _____

Business Name (if applicable):_____

Business Street Address (if different from the building address):

_____

Date of Original Construction: _____

Square Footage of Building (approx.): _____

Dates of Significant Additions/Alterations: _____

The current status of the project property is:

- ❑ Vacant
- ❑ Occupied

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Project Scope of Work
Describe the scope of work of the project, including all proposed exterior work. Please attach any illustrations or specifications that show complete scope of work (please see above).

Project construction:
Work is expected to begin _____(MM/DD/YYYY) and be completed by _____(MM/DD/YYYY).

Additional Review
If additional review is required, has the project scope of work been reviewed and/or approved by:

- ❑ Main Street Coordinating program
- ❑ Local Preservation Commission, Design Review, or Local Historic District Review
- ❑ Other (please name): _____

Is there any opposition to the project?

- ❑ Yes

  Please describe: _____

- ❑ No
- ❑ Don't know

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Designation and Listing

Is the property designated as a National Historic Landmark (NHL)?

- ❑ Yes
- ❑ No

Is the property listed or eligible for listing in the National Register of Historic Places?

- ❑ Yes, as an individual listing
- ❑ Yes, as a contributing property in an NRHP district
- ❑ No.

Is the project located in a local Historic District?

- ❑ Yes (please indicate the name of the district):
- ❑ No

Is the project property endangered?
Yes, explain how:

Additional Funding

Is there additional funding available and/or or being used for this project?

- ❑ Yes
- ❑ No
- ❑ If yes, please identify the additional funding source(s)_____

If yes, is your district a Certified Local Government?

- ❑ Yes
- ❑ No

Applying for Federal or State Historic Preservation Tax Credits:

- ❑ Yes
- ❑ No

Describe plans, if any, for community participation in the project (e.g. crowdfunding, volunteers, events, etc.)

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SECTION THREE - FINANCING

In addition to the questions in this section, please complete Exhibit A as appropriate. Please see GRANT AMOUNTS AND TERMS on page 1 for further details.

Total Estimated Project Cost: $_____

Requested Grant Amount (cannot exceed $25,000 or 70% of the total project cost): $_____

Requested Grant Term (cannot exceed two years): _____ months

Describe any other current or proposed liens on the property:

1. Other existing liens: _____
2. Other proposed liens: _____

Describe the source of the required upfront 30% match.
Examples: building/business owner funds, CDBG funds, etc.

Acting as a duly authorized representative of the described project and its sponsoring company/organization, I am submitting this request for financial assistance from the NPS Main Street Facade Improvement Grant program. I have provided all information requested to the best of my knowledge, and I have read and fully understand the requirements of the program.

Signature: _____ Date: _____

Name and Title: _____

Please complete the attached Exhibit A as appropriate.

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EXHIBIT A
Project Budget

Instructions: Provide a budget for the project with cost estimates and indicate assumptions for all estimated costs. Total project costs must equal total project sources.

ANTICIPATED SOURCES AND USES

Please list all of the sources and uses of the project. Sources include the grant you are requesting with this application plus any other financing that will go into the project, including but not limited to bank financing, owner cash, and/or other grants. Uses include the façade improvements and any other improvements that are included with what the National Park Service Main Street Façade Improvement Grant program will be funding. The total sources must equal the total uses.

Example listed below:

SOURCES	$ AMOUNT	USES	$ AMOUNT
Ex: Owner funds	*5,000*	*Replace awning; expose and repair transom windows*	*5,000*
TOTALS			

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The NPS Main Street Façade Improvement Grant Program Application Checklist

✓ Signed and Dated Grant Application

✓ Proof of Ownership

- **Note**: The owner can show proof of ownership with a copy of the property tax records or a copy of the deed.
- If the applicant is NOT the owner of the builder, the applicant is **required** to submit written evidence of building owner's approval of the application. **Note**: the owner's approval can be shown in a simple letter.

✓ Completed Design Review Request Form and Scope of Work

- A narrative description or the project scope
- Construction scope of work
- Construction schedule
- Contractor scope of work with cost estimates.
- A copy of the executed contract between the applicant and general contractor and/or subcontractors for the Project with a schedule of performance timeline
- Renderings and/or architecture plans (if available/applicable)
- Photos of current condition. *Please see Texas Main Street Program's How to Photograph a Building for instructions on best methods.*
- Historic photos, illustrations, or architectural plans relevant to the proposed work.
- National Environmental Policy Act (NEPA) worksheet.

✓ Exhibit A

- Project Budget
- Anticipated Sources and Uses

HOW TO PHOTOGRAPH A BUILDING

The design team is passionate about providing Texas Main Street cities with high quality images and ideas on how to revitalize historic buildings and downtown. They can work a lot of magic in Photoshop, but none of that magic can happened without a good photograph to start with. **The Design Team relies on you, the Main Street manager, to provide quality photos, so they can provide quality assistance.** This guide will help you do just that.

EQUIPMENT:

There is no need for a fancy camera. Your iPhone or other smart device will work to photograph a building.

RESOLUTION:

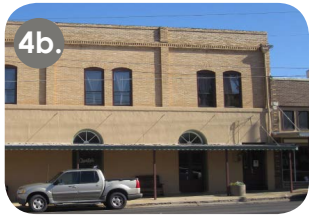
Today, most phones and cameras take decent quality photos when it comes to resolution. There is no need to change the presets before photographing. When a photo is emailed from a device, **always send in the actual size, so that the photo is large enough for the Design Team to work with.**

TIME OF DAY:

The biggest factor that determines whether your photo will be good or not is the time of day. Too much shadow or too much glare can make a photo difficult to work with. The best time to take photos in a downtown situation is typically during the middle of the day, when the sun is high in the sky and there are minimal shadows. Look at the images below. In photo A on the left, you can see the beautiful blue sky, but the building is dark and the details are muddy. In photo B on the right, the sky is washed out, but the building details are crisp. Send in photo B on the right side. Design Staff can add a blue sky, **but the building features must be clear to start with.**

ANGLE:

The most important picture to send Design Staff is an overall photograph showing the entire building. If the building has more than one side visible, try to capture the photo at the corner, so that both sides can be seen as shown in the Photo **#1**. Straight on pictures of the front facade also work well (**#2**).For multiple buildings, take the photo at an angle (**#3**). If the building is too large, take multiple pictures of the facade (**#4a & #4b**). Make sure to stay the same distance away from the building and move laterally to take pictures like the example below. Staff can easily make this one picture in Photoshop.



BUILDING VISIBILITY:

It's ok for cars or trees to block a small portion of the building. These elements make the picture automatically look more alive. However, make sure objects are not obscuring large portions of the building. For example, in photo **#3**, a few cars on the street blocks the lower portion of the streetscape, but a majority of the buildings can be seen. In photo **#4**, half of the building is blocked with a dumpster. Boards are also covering portions of the building. It's extremely difficult to recreate what is hidden and determine if historic elements are in place.

DETAILS:

Detail photographs are not always necessary, but they can be useful when you are trying to point out problem areas or architectural features. Detail shots help us understand what maintenance information we need to include in the design report. See Image #6 for examples. The more detail shots you include, the more we know about a building.

The National Park Service's
State, Tribal, and Local Plans & Grants
Environmental Screening Worksheet

This worksheet should be attached to all NEPA documentation and sent to Megan J. Brown, Chief, of State, Tribal, and Local Plans & Grants for final review. This worksheet shall be completed and signed by the Grantee. The Categorical Exclusion Form (if applicable) will be reviewed and signed by Megan J. Brown.

A. PROJECT INFORMATION

Project Name: Click here to enter text.

Grant Number: Click here to enter text.

Program Area:

☐Development (Pre-Construction / Construction)
☐Survey - Archeological
☐Testing - Archeological or Pre-Construction

Click here to enter text if other than above.

Project Address: Click here to enter text.
Project Originator/Coordinator: Click here to enter text.
Owner: Click here to enter text.
National Register Status: Click here to enter text.

B. PROJECT DESCRIPTION/LOCATION [To begin the statutory compliance file, attach to this form, maps, site visit notes, agency consultation, data, reports, categorical exclusion form (if applicable), or other relevant materials.]

Click here to enter text.

Background Information is attached (if applicable) ☐**Yes** ☐**No**

C. SECTION 106 REVIEW

Are historic resources affected (if yes must complete a Section 106 Review)? ☐**Yes** ☐**No**
Define your Area of Potential Effect (APE) – include at the minimum the project specific site location:
Click here to enter text.
Have all required tribal/public notification consultation steps been completed? ☐**Yes** ☐**No**
Section 106 maps & photographs are attached? ☐**Yes** ☐**No**

Section 106 Effects Determination: ☐ **No Effect** ☐ **No Adverse Effect** ☐ **Adverse Effect**

If an Adverse Effect determination has been reached you must contact the National Park Service AND no Categorical Exclusion can be taken. If not, proceed with the Environmental Screening Form to determine IF a Categorical Exclusion can be taken.

D. RESOURCE EFFECTS TO CONSIDER

Consider the context, duration and intensity of effects on resources.

Are any measurable impacts possible on the following physical, natural or cultural resources?

	Yes?	No?	Data Needed to Determine?
1. Geological resources – soils, bedrock, streambeds, etc.	☐ Yes	☐No	☐Data Needed
2. Air quality	☐ Yes	☐No	☐Data Needed
3. Soundscapes	☐ Yes	☐No	☐Data Needed
4. Water quality or quantity	☐ Yes	☐No	☐Data Needed
5. Streamflow characteristics	☐ Yes	☐No	☐Data Needed
6. Marine or estuarine resources	☐ Yes	☐No	☐Data Needed
7. Floodplains or wetlands	☐ Yes	☐No	☐Data Needed
8. Land use, including occupancy, income, type of use	☐ Yes	☐No	☐Data Needed
9. Rare or unusual vegetation, old growth timber, riparian	☐ Yes	☐No	☐Data Needed
10. Species of special concern (plant/animal/state or Federal listed or proposed for listing) or habitat	☐ Yes	☐No	☐Data Needed
11. Unique ecosystems, biosphere reserves, World Heritage	☐ Yes	☐No	☐Data Needed
12. Unique or important wildlife or wildlife habitat	☐ Yes	☐No	☐Data Needed
13. Unique or important fish or fish habitat	☐ Yes	☐No	☐Data Needed
14. Introduction/promotion of non-native species	☐ Yes	☐No	☐Data Needed
15. Recreation resources, including supply, demand, visitation, activities, etc.	☐ Yes	☐No	☐Data Needed
16. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	☐ Yes	☐No	☐Data Needed
17. Minority and low-income populations, ethnography, size, migration patterns, etc.	☐ Yes	☐No	☐Data Needed
18. Energy resources	☐ Yes	☐No	☐Data Needed
19. Other agency, or tribal, land use plans or policies	☐ Yes	☐No	☐Data Needed
20. Resource, including energy, conservation potential	☐ Yes	☐No	☐Data Needed

E. MANDATORY CRITERIA: If implemented, would the proposal?

1. Have material adverse effects on public health or safety?
   ☐ Yes ☐No ☐Data Needed

2. Have adverse effects on such unique characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands; floodplains; or ecologically significant or critical areas, including those listed on the National Register or Natural Landmarks?
   ☐ Yes ☐No ☐Data Needed
3. Have highly controversial environmental effects?
   ☐ Yes ☐No ☐Data Needed
4. Have highly uncertain and potentially negative environmental effects or involve unique or unknown environmental risks? ☐ Yes ☐No ☐Data Needed

5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?☐ Yes ☐No ☐Data Needed

6. Be directly related to other actions with individually insignificant, but cumulatively significant, environmental effects? ☐ Yes ☐No ☐Data Needed

7. Have adverse effects on properties listed or eligible for listing on the National Register of Historic Places? ☐ Yes ☐No ☐Data Needed

8. Have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have adverse effects on designated Critical Habitat for these species?
   ☐ Yes ☐No ☐Data Needed

9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment? ☐ Yes ☐No ☐Data Needed

10. Have a disproportionate, significant adverse effect on low income or minority populations (EO 12898)? ☐ Yes ☐No ☐Data Needed

11. Limit access to and ceremonial use of Indian sacred sites by Indian religious practitioners or adversely affect the physical integrity of such sacred sites (EO 130007)?
    ☐ Yes ☐No ☐Data Needed

12. Contribute to the introduction, continued existence, or spread of federally listed noxious weeds (Federal Noxious Weed Control Act). Contribute to the introduction, continued existence, or spread of non- native invasive species or actions that may promote the introduction, growth or expansion of the range of nonnative invasive species (EO 13112)?
    ☐ Yes ☐No ☐Data Needed

*****If you check "YES" to any of the above listed criteria you cannot claim a Categorical Exclusion and must complete either an Environmental Assessment or Environmental Impact Statement for your project to proceed. Please notify your grant manager at the National Park Service to determine your next steps.**

Please answer the following questions:

1. Are the personnel preparing this form familiar with the site, and/or has a site visit been conducted? (Attach additional pages noting when site visit took place, staff attending, etc.)
   Click here to enter text.

2. Has consultation with all affected agencies or tribes been completed? (Attach additional pages detailing the consultation, including the name, date, and summary of comments from other agency or tribal contacts.)
   Click here to enter text.

GRANTEE SIGNATORY

Based on the environmental impact information contained in the statutory compliance file and in this environmental screening form, environmental documentation for the subject project is complete.

Recommended Action:Choose an item.

Approved:
Grantee _____ Date Click here to enter a date.

Type Name: Click here to enter text.

Categorical Exclusion Form

Grantee: Click here to enter text.

Grant funding pool: Choose your grant program

NPS Grant Number:Click here to enter text.

Project Name, Address, and Grant Number: Click here to enter text.

Provide the category used to exclude action from further NEPA analysis: Choose an item.

Describe any public or agency involvement effort conducted (reference the attached ESF):Click here to enter text.

On the basis of the environmental impact information in the statutory compliance file, with which I am familiar, I am categorically excluding the described project from further NEPA analysis. No exceptional circumstances (i.e., all boxes in the ESF are marked "no") or conditions in section 3-6 apply, and the action is fully described in section 3-4 of DO-12.

Megan J. Brown Chief, State, Tribal, and Local Plans & Grants Division	Date

Required Attachment:
Signed Environmental Screening Worksheet

National Main Street Center
a subsidiary of the
National Trust *for* Historic Preservation

[Date]

[Contact
Organization/Business
Address 1
Address 2
City, State Zip]

National Park Service (NPS) Main Street Façade Improvement Grant Program: Grant to [_____]

Dear _____:

It is a pleasure to inform you that your application for a NPS Main Street Façade Improvement Grant has been approved. The National Main Street Center, Inc. is very supportive of your worthwhile preservation activity.

Acceptance of this grant is indication of your willingness to conduct your project in conformance with the following terms and conditions of this agreement (the "Agreement"):

1. Grant and Budget. The National Main Street Center, Inc. (the "Grantor") has awarded a grant to [Contact/Organization/Business] (the "Grantee") in the amount of $XX.XX for the purposes stated in Section 2 (the "Grant").

2. Use of Grant Funds. Grantee shall use the Grant solely for the following purposes (the "Grant Project"):

Project Scope of Work

Any changes in the purposes of the Grant must be approved by Grantor in advance, in writing. Grantee should contact the National Main Street Center, Inc. (by email to bbatts@savingplaces.org or by calling 312.610.5606) to discuss any proposed changes to the Grant Project.

Unless otherwise agreed upon in writing by Grantor, Grant funds must be used to achieve the Grant Project as described above and as otherwise outlined in the Grantee's underlying NPS Main Street Façade Improvement Grant Program application that was submitted for the Grant (the "Application") and the work, services, and deliverables described therein, incorporated by reference into this Agreement.

3. Funding Documentation. Grantee shall deliver to Grantor all of the following prior to Grantor disbursing any grant installment:

- **a)** A completed Grant Application from Grantee;
- **b)** A copy of the executed contract between Grantee and general contractor and/or subcontractors for the Grant Project with a schedule of performance timeline;
- **c)** A certificate of insurance confirming coverage (see Section 16);
- **d)** A current credit report received within the past 90 calendar days;
- **e)** A Completion Report with project completion milestones demonstrating % completion (see form attached as Exhibit A) prior to the second and third installments;
- **f)** Contractor lien waivers for work completed prior to the second and third installments and with the final Completion Report.

4. Schedule. The terms of this Agreement will commence upon execution by both parties. Administration of the Grant will follow the process described herein.

a) The Grant will be paid in three installments. The first installment of 50% of the Grant ($XX.XX) will be paid within thirty (30) days following receipt by the Grantor of this fully executed Agreement and any required documentation.

The second installment of 30% of the Grant ($XX.XX) will be paid within thirty (30) days after the Grantee has submitted a 50% COMPLETION REPORT which demonstrates the Grant Project is 50% complete per the schedule (the "Completion Schedule") agreed to by the Grantee and the Grantor, and with the terms stated in the Application and this Agreement.

The third and final installment of 20% of the Grant ($XX.XX) will be paid within thirty (30) days after the Grantee has submitted a 100% COMPLETION REPORT which demonstrates the Grant Project is 100% complete per the Completion Schedule. In order for the Grant Project to be determined to be 100% complete, the Grantee must:

i) Demonstrate evidence that the Grant Project property is listed in the National Register of Historic Places (NRHP) as an individual listing or as a contributing structure to a district that is listed in the NRHP; and
ii) Sign either a five-year preservation agreement or five-year preservation covenant/easement, as required by all recipients of funding from the federal Historic Preservation Fund. See details in the Historic Preservation Fund Grants Manual, Chapter 6, Section M at the NPS website: https://www.nps.gov/preservation-grants/HPF_Manual.pdf.

Grantee will have twenty-four (24) months after receipt of the first installment (the "Completion Date") to complete the Grant Project.

b) If the Grantee fails to complete at least 50% of the Grant Project by the Completion Date, Grantor and NPS 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.

c) For those Grant Projects located in properties not currently listed in the NRHP, Grantees must provide a draft National Register nomination or letter of inquiry and determination of eligibility for listing from the State Historic Preservation Office (SHPO) in order to receive the second installment of the Grant.

_____ Please Initial Here

5. Reporting. Grantee agrees to submit **SEMI-ANNUAL PROGRESS REPORTS** and a **FINAL REPORT** (see forms attached as Exhibit B and Exhibit C) from the time the first installment of the Grant is funded until such time as the Grant Project is completed**.** Semi-annual progress reports must be submitted electronically, and the report shall describe all expenditures made from Grant funds and shall report on Grantee's compliance with the terms of this Agreement. The last of these reports will be the **FINAL REPORT**.

_____ Please Initial Here

For each semi-annual progress report, the Grantee will report on several specific metrics, including: local dollars raised or leveraged as a result of the Grant; new partnerships created as a result of the Grant; and other metrics specific to the project type (to be defined project to project and inserted here).

Additional final project deliverables shall include:

1. Before and after images of the Grant Project.

2. Copies of executed preservation covenant/easement, or preservation agreement, as applicable.
3. Publications or products (workshops, handouts, pamphlets, videotapes, etc.) produced using this Grant (one digital copy), if applicable.
4. Final National Register or National Historic Landmark nomination submitted to the SHPO (for properties not listed on the National Register).

Copies of all related reporting forms will be made available in electronic format to the Grantee. The reports received from Grantee will be submitted by the Grantor to the National Park Service.

Report Type	**Due Date**
Semi-Annual Report #1	DD/MM/YY
Semi-Annual Report #2	DD/MM/YY
Semi-Annual Report #3	DD/MM/YY
Final Report	DD/MM/YY

6. Covenant/Easement Requirement. Grantee agrees to assume, after the completion of the Grant Project, the total cost of continued maintenance, repair and administration of the property in a manner satisfactory to the Secretary of the Interior.

a) For grants between $10,001 to $25,000, the Grantee shall sign a preservation covenant/easement (see form attached as Exhibit D) with the State Historic Preservation Officer (SHPO) where the Grant Project is located or to a nonprofit preservation organization acceptable to the National Park Service. NPS approval of a covenant/easement holder other than the SHPO must be in writing.

   The term of the covenant/easement must run for a minimum of 5 years. Grantee will register the covenant/easement with the deed of the property and will provide proof of registration to the Grantor by providing a photocopy of the executed document stamped registered with the deed. The proof of registration received from Grantee will be submitted by the Grantor to the National Park Service.

b) For grants between $1.00 to $10,000, the Grantee shall sign a preservation agreement (see form attached as Exhibit E) with the State Historic Preservation Office (SHPO) where the Grant Project is located or to a nonprofit preservation organization acceptable to the National Park Service. NPS approval of a preservation agreement holder other than the SHPO must be in writing. The preservation agreement is not registered with the deed of the property.

7. Minimum Wage Requirement. The Grantee shall pay to workers, while performing in the United States, and performing on, or in connection with, this Agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis.

8. Requirement for Project Sign/Notification. Grantor will provide Grantee with public notification of the Grant Project in the form of a project sign (see sample attached as Exhibit F), website posting, and proper credit for announcements and publications as appropriate. The sign/notification will be of 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. Grantee agrees to permanently display the project sign in a prominent location at the project site throughout the term of this Agreement and during the term of any covenant/easement or preservation agreement related to the Grant Project. At a minimum, any notifications posted by Grantee must contain the following statement:

"[Grant Project Name] is being supported in part by a grant from the Historic Revitalization Subgrant Program from the Historic Preservation Fund administered by the National Park Service, Department of the Interior."

Additional information briefly identifying the historical significance of the property and recognizing Grantor and other contributors is permissible.

9. Inspections. Grantee agrees to permit representatives of the Grantor, with reasonable notice, to inspect the Grant Project to ensure that the work is progressing as planned and that the Grant funds are being used for the purposes stated herein. Grantee also agrees to allow reasonable access to the project site for consultants and contractors engaged by the Grantor for the Grant Project.

10. Representations and Warranties. Grantee hereby represents and warrants the following:

- **a)** if Grantee is a non-profit organization, that it is a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code (the "Code") and is in good standing, or a government entity;
- **b)** if Grantee is an individual, that Grantee shall personally assume all legal, fiscal, and oversight responsibility for all obligations of Grantee under this Agreement;
- **c)** if Grantee has previously received financial assistance from Grantor, that all grant requirements were satisfied or are current as of the date of this Agreement;
- **d)** that the representative executing this Agreement has the power and authority to bind the Grantee to the terms stated herein;
- **e)** that the Grant Project is in compliance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, which is available on the NPS website.

11. Breach. Failure to comply with the terms and conditions of this Agreement, including, without limitation, any failure to:

- **a)** meet the deadlines and submittal of related forms as specified in this Agreement;
- **b)** obtain the Grantor's written approval of any proposed changes in use of Grant funds before implementation; or
- **c)** complete the Grant Project as described in Section 2

shall nullify the Grant with the expectation that all funds paid to the Grantee shall be returned, along with reasonable accrued interest, to the Grantor.

In the event that Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, Grantor may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this Grant to Grantee and require the repayment of any funds that have already been paid. Grantee agrees, in the event of breach, upon the request of Grantor, to return any and all payments to Grantor within thirty (30) calendar days of receipt of a written demand of repayment from Grantor or at another date and/or in increments as approved in writing by Grantor. In accepting the Grant funds, Grantee agrees to any and all costs associated with returning Grant funds to Grantor, including, but not limited to reasonable attorney's fees.

12. Lobbying and Political Activities. Grantee shall use no portion of the Grant to participate in any political campaign on behalf of or in opposition to any candidate for public office, or to support attempts to influence legislation of any governmental body other than through making available the results of non-partisan analysis, study and research, to induce or encourage violations of law or public policy, to cause any private inurnment or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code.

13. Non-Discrimination. Grantee agrees to not discriminate against any contractor, subcontractor, employee or applicant for employment because of actual or perceived race, color, national origin, creed, age, gender, marital status, sexual orientation, religion, mental and physical disabilities, sex (including pregnancy), personal appearance, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation or veteran status.

14. Change in Status. Grantee shall notify Grantor immediately of any change in (a) Grantee's tax-exempt status, or (b) Grantee's executive staff or key staff responsible for or instrumental to achieving the Grant purposes.

15. Indemnification and Hold Harmless. The Grantee hereby agrees to defend, indemnify and hold harmless the Federal Government, the National Park Service, and the National Main Street Center, Inc. from any act or omission of the Grantee, its officers, employees, members, participants, representatives, or agents (a) against third party claims for damages arising from one or more identified activities carried out in connection with this Agreement, and (b) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

16. **Insurance**. The Grantee hereby agrees to maintain the following insurance policies throughout the term of this Agreement and during the term of any covenant/easement or preservation agreement related to the Grant Project: (a) public and employee liability insurance with a minimum limitation of one million dollars ($1,000,000) per person for any one claim, and an aggregate limitation of three million dollars ($3,000,000) for any number of claims arising from any one incident. The policies shall name the Federal Government, the National Park Service, and the National Main Street Center, Inc. as an additional insured. Such policies to pay the United States the full value for all damage to the lands or other property of the United States caused by the Grantee, its officers, employees, or representatives and to provide workers' compensation protection to the Grantee, its officers, employees, and representatives. The Grantee hereby agrees to cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the Grantee, its agents, and employees.

17. Compliance with Laws, Etc. Grantee hereby agrees to comply with all laws, statutes, ordinances, orders, rules or regulations applicable to Grantee, Grantee's business, Grantee's organization, or the Grant Project.

18. Force Majeure. Either party may terminate or suspend its obligations under this Agreement if substantial performance of such obligations is delayed, prevented, or rendered impractical by an event beyond the party's reasonable control and without its fault or negligence, including, but not limited to: acts of God, acts of war or the public enemy, terrorism, fires, floods, epidemics, quarantine restrictions, strikes (other than own employees), freight embargoes and unusually severe weather, laws, regulations or orders of governmental authorities, curtailment of transportation facilities, or other emergency making it illegal, impossible or impractical to perform this Agreement as planned.

19. Confidentiality. The Grantee shall maintain in strict confidence any Confidential Information of Grantor that the Grantee reviews, receives, or acquires in the performance of this Agreement. Grantor will make efforts to clearly identify, preferably in writing, any Confidential Information. "Confidential Information" means, subject to the limitation set forth below: economic and financial information, sales and marketing plans, information and materials obtained from interviews or surveys, personnel information, membership and donor lists, business procedures, solicitation or contact methods, and any other information regarding the business of Grantor. Confidential Information does not include information that: (i) is or becomes available from public sources through no wrongful act of the Grantee; (ii) is already in the Grantee's possession prior to the date of this Agreement without an obligation of confidentiality, except for information disclosed during discussions related to this Agreement; (iii) is rightfully disclosed to the Grantee by a third party with no obligation of confidentiality; (iv) is independently developed by the Grantee; or (v) is required to be disclosed pursuant to any court or regulatory order served on the Grantee. The

Grantee may disclose Confidential Information to its accountants, counsel, and other financial and legal advisors who have a need to know for the purpose of this Agreement and who are obligated to maintain the Confidential Information in accordance with the terms of this Agreement. The Grantee shall not publicly release any information concerning Grantor or any subject relating to this Agreement, unless approved in advance and in writing by Grantor. This approval will not be unreasonably withheld.

20. Assignment. This Agreement may not be assigned by the Grantee without the prior written approval of the Grantor.

21. Governing Law. This Agreement is made in and will be governed by the laws of the District of Columbia.

22. Entire Agreement. This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in a written document signed by both parties hereto.

Please acknowledge your acceptance of this Agreement by signing and returning the original of this letter to:

Brittanii' Batts
Associate Manager of Projects and Research
National Main Street Center, Inc.
53 W. Jackson Blvd., Suite 350
Chicago, IL 60604

Please direct questions regarding this Grant or your reporting requirements to the National Main Street Center, Inc., at bbatts@savingplaces.org or 312.610.5606.

By signing and returning this Agreement you acknowledge that these Grant funds will be used expressly for the purposes described herein and are subject to the conditions contained herein.

_____ _____
Patrice Frey Date
President and Chief Executive Officer
National Main Street Center, Inc.

AGREED AND ACCEPTED BY:

_____ _____
Signature Date

Name:

Title:

Organization/Business:

EXHIBIT A
COMPLETION SCHEDULE

EXHIBIT B
SEMI-ANNUAL PROGRESS REPORT FORM

EXHIBIT C
FINAL REPORT FORM

EXHIBIT D
PRESERVATION COVENANT/EASEMENT AGREEMENT FORM

EXHIBIT E
PRESERVATION AGREEMENT FORM

EXHIBIT F
PROJECT SIGN

National Park Service Façade Improvement Grant

Completion Schedule

ORGANIZATION

Milestone	Date of Task Completion	Percentage Complete
		10%
		20%
		30%
		40%
		50%
		60%
		70%
		90%
		100%
National Park Service project is complete and Final Report is submitted.	**DATE**	**100%**

National Park Service
U.S. Department of the Interior

State, Tribal, Local, Plans & Grants Division
Historic Preservation Fund

Project Sign Guidance

Historic Preservation Fund Sign, 48" x 36"

Font sizes are given at Full Size

This document is intended to assist grant recipients of Historic Preservation Fund grants in designing and printing public notification signage.

All grant recipients of Historic Preservation Funds must create public notification of the project in the form of a project sign, website posting, and provide proper credit for announcements and publications. A draft of signage/notification must be submitted by to NPS in advance for review. Photo documentation of the sign/notification must be submitted to NPS with the first Performance Report. The cost of fabricating and erecting notification is an eligible cost for this grant.

Signage must be of reasonable and adequate construction to withstand weather exposure, be readily and easily visible from the public right-of-way, and be maintained in place throughout the project term as stipulated in the grant agreement.

If a grantee wishes to use the NPS Arrowhead, they must follow the design and format above exactly without deviation. The dimensions for the provided template are 48 inches by 36 inches. Signage must use described font styles and sizes, header and footer, and placement of agency logo and grant program name. Additional information identifying the grantee or recognizing other contributors is encouraged and permissible in the areas outlined for logos or text credits. Logos the grantee wishes to add should be at the lower left third of the sign. The rest of the lower third may be used as a space to recognize partners, other funders, donors, or other companies or organizations supporting the project, like an architectural or engineering firm. The sign template provided is designed to be printed on corrugated plastic, aluminum, or vinyl.

If a grantee does not wish to use the NPS Arrowhead, then this format is not required; however, the following statement must be included: "This project is being supported in part by a Historic Preservation Fund grant administered by the National Park Service, Department of the Interior."

Additional Information

For more information on our programs, please visit: www.nps.gov/stlpg

For questions about sign usage, please contact your grant manager or our general delivery email and telephone line at:
preservation_grants_info@nps.gov
202-354-2020

National Main Street Center
a subsidiary of the National Trust *for* Historic Preservation

NATIONAL PARK SERVICE
MAIN STREET FAÇADE IMPROVEMENT GRANT

Semi-Annual Report

Date:

Project Address:

Organization/Business (if applicable):

Contact name:

Contact email:

Contact Phone Number: ( ) -

Final Report? Y N

Please list milestones completed
Refer to Completion Schedule for milestones.

Itemized project expenditure
Please list itemized expenses here or submit attachment.
Note: Itemizations can be general, i.e. paint supplies, equipment, contractor labor, etc.

This project is supported through a grant from the Historic Revitalization Subgrant Program as administered by the National Park Service, Department of Interior. For more information about the NPS Main Street Façade Improvement Program, please visit the program website www.mainstreet.org/ourwork/projectspotlight/facadeimprovements/npsgrant.

National Main Street Center
a subsidiary of the National Trust *for* Historic Preservation

Local Dollars Leveraged

Please list by source any local dollars raised or leveraged in connection to/as a result of the NPS Main Street façade improvement project, including dollars used toward the required grant match.

New Partnerships Created

Please list any new partnerships created in connection to/as a result of the NPS Main Street façade improvement project.

Volunteer Hours

Please list any volunteer hours accrued in connection to the NPS Main Street façade improvement project.

Do you need to make any changes to your project timeline or completion schedule?

If yes, please describe.

Signature

Name

This project is supported through a grant from the Historic Revitalization Subgrant Program as administered by the National Park Service, Department of Interior. For more information about the NPS Main Street Façade Improvement Program, please visit the program website www.mainstreet.org/ourwork/projectspotlight/facadeimprovements/npsgrant.

National Main Street Center
a subsidiary of the National Trust *for* Historic Preservation

NATIONAL PARK SERVICE
MAIN STREET FAÇADE IMPROVEMENT GRANT

Final Report

Date:

Project Address:

Organization/Business (if applicable):

Contact name:

Contact email:

Contact Phone Number: ( ) -

Final Report? Y N

Please list milestones completed
Refer to Completion Schedule for milestones.

Itemized project expenditure
Please list itemized expenses here or submit attachment.
Note: Itemizations can be general, i.e. paint supplies, equipment, contractor labor, etc.

This project is supported through a grant from the Historic Revitalization Subgrant Program as administered by the National Park Service, Department of Interior. For more information about the NPS Main Street Façade Improvement Program, please visit the program website www.mainstreet.org/ourwork/projectspotlight/facadeimprovements/npsgrant.

National Main Street Center
a subsidiary of the National Trust *for* Historic Preservation

Local Dollars Leveraged

Please list by source any local dollars raised or leveraged in connection to/as a result of the NPS Main Street façade improvement project, including dollars used toward the required grant match.

New Partnerships Created

Please list any new partnerships created in connection to/as a result of the NPS Main Street façade improvement project.

Volunteer Hours

Please list any volunteer hours accrued in connection to the NPS Main Street façade improvement project.

Do you need to make any changes to your project timeline or completion schedule?

If yes, please describe.

Please describe any long-term maintenance plans for the site/work/project completed under this grant.

This project is supported through a grant from the Historic Revitalization Subgrant Program as administered by the National Park Service, Department of Interior. For more information about the NPS Main Street Façade Improvement Program, please visit the program website www.mainstreet.org/ourwork/projectspotlight/facadeimprovements/npsgrant.

National Main Street Center
a subsidiary of the National Trust *for* Historic Preservation

What future public outreach activities are planned to increase the public's access to the work completed under the grant (e.g. tours, on-line exhibitions, social media, etc.)

Please estimate the number of people that will have access to the information/sites assisted by the grant this year and over the next five years. Also, please indicate the basis for your estimate.

Please indicate the use of the building (site) if it changed after the completion of the grant. If the use changed, please indicate what was the original use of the building or site and what is the new use.

If known, please indicate <u>both</u> the estimated original value of the building (site) and the current value of the building or site.

This project is supported through a grant from the Historic Revitalization Subgrant Program as administered by the National Park Service, Department of Interior. For more information about the NPS Main Street Façade Improvement Program, please visit the program website www.mainstreet.org/ourwork/projectspotlight/facadeimprovements/npsgrant.

National Main Street Center
a subsidiary of the National Trust *for* Historic Preservation

What were the major successes or obstacles you faced in implementing your grant project and what additional assistance (from partner organizations, the community, NPS, etc.) would have benefited your organization?

Please provide a quote and citation/author that describes how this project has benefited the local community and nation and how it has furthered the public's knowledge of significant historical/cultural event(s) that shaped the nation. ***Note: this quote may be used by NPS and/or MSA in publications or other social media.***

Attachments	Attached	Previously Submitted
NRHP nomination form		
Signed Preservation Agreement or Covenant		
Final Photo(s) of the building or site		

Signature

Name

This project is supported through a grant from the Historic Revitalization Subgrant Program as administered by the National Park Service, Department of Interior. For more information about the NPS Main Street Façade Improvement Program, please visit the program website www.mainstreet.org/ourwork/projectspotlight/facadeimprovements/npsgrant.

PRESERVATION AGREEMENT

This Preservation Agreement ("Agreement") is made this _____ day of _____, 20__ ("Effective Date"), between OWNER (hereafter referred to as the "Grantor" or "Owner") in favor of the State Historic Preservation Office (SHPO) in STATE (hereafter referred to as the "Grantee") for the purpose of the rehabilitation and preservation of a certain property located at _____ [enter the Street Address, City, County, State] ("Property"), which is owned in fee simple by the Owner and is listed as a contributing structure in the _____ Historic District.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements and is known as the _____ [enter the Property name]. The Property is more particularly described as follows: [include county reference, consisting of repository, book, and page numbers].

In consideration of the sum of $_____ [enter the grant amount] received in grant-in-aid assistance through Grantee, the Owner hereby agrees to the following for a period of five (5) years from the Effective Date:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archeological integrity of the same in order to protect and enhance those qualities that made the Property a contributing structure.

2. The Owner agrees that no visual or structural alterations will be made to the property without prior written permission of the Grantee.

3. The Owner 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.

4. This Agreement shall be enforceable in specific performance by a court of competent jurisdiction.

5. 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.

_____

Signature of Owner

_____

Signature of Grantee

PRESERVATION COVENANT

INTRODUCTION. This preservation covenant is made the X day of MONTH, YEAR, between [Property Owner] as GRANTOR of a preservation covenant (hereafter referred to as the "Grantor"), and the *State Historic Preservation Office/Other*, as GRANTEE of the preservation covenant (hereafter referred to as the "Grantee"). This preservation covenant is entered under *State Law/Regulation* for the purpose of preserving the *Name of Subject Property*, a building that is important culturally, historically, and/or architecturally.

1. **The Subject Property.** This agreement creates a preservation covenant in real estate legally described in Exhibit A**.** The subject property is the site of the *Name of Subject Property*, located at *Street Address, City, County, & State* (hereafter referred to as the "Subject Property").

2. **Grant of preservation covenant.** In consideration of the sum of $XXXX.XX 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 covenant in the Subject Property for the purpose of assuring preservation of the *Subject Property*.

3. **Covenant required for Federal grant**. This preservation covenant is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Revitalization Subgrant Program (HRSP).

4. **Conditions of covenant**:

a. Duration. This preservation covenant is granted for a period of five (5) years commencing on the date when it is filed with the *County* County Recorder, in the State of STATE, in the United States of America.

b. Documentation of condition of the Name of Subject Property *at time of grant of this covenant*. In order to make more certain the full extent of Grantor's obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Subject Property, a list of character-defining materials, features, and spaces is incorporated as Exhibit "B" at the end of this agreement. To complement Exhibit "B", Grantor has compiled a photographic record, and electronic image files saved as high-resolution images, and a keyed location map. The Grantor agrees that the nature and condition of the Subject Property on the date of execution of this covenant is accurately documented by the photographic record, which shall be maintained for the life of this covenant in the Grantee's preservation covenant file for the Subject Property.

c. Duty to maintain the Subject Property. The Grantor agrees to assume the cost of continued maintenance and repair of the Subject Property so as to preserve the 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 covenant.

d. Restrictions on activities that would affect historically significant components of the Subject Property. The Grantor agrees that no demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant exterior features identified as significant in Exhibit "B." Exterior construction materials, architectural details, form, fenestration, scale, and mass should not be adversely affected nor the structural soundness or setting altered without prior written permission of the Grantee affirming that such reconstruction, repair, refinishing, rehabilitation,

preservation, or restoration will meet The *Secretary of the Interior's Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").

e. Restrictions on activities that would affect archeological resources. The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit "B" without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's applicable "*Standards for Archeology and Historic Preservation*".

f. Maintenance of recovered materials. The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the applicable *Standards for Archeology and Historic Preservation* or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.

h. Right to inspect. The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Subject Property at all reasonable times, with advance written notice to Grantor, in order to ascertain whether the conditions of this preservation covenant agreement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Subject Property the covenant holder shall be granted access to the Subject Property with no prior notice.

i. Anti-discrimination. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability.

j. Covenant shall run with the land; conditions on conveyance. This preservation covenant shall run with the land and be binding on the Grantor, its successors, and assigns. The Grantor agrees to insert an appropriate reference to this preservation covenant in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property, or any part thereof.

k. Casualty Damage or Destruction. 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. 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. 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. 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.

l. Enforcement. The Grantee shall have the right to prevent and correct violations of the terms of this preservation covenant. If the Grantee, upon inspection of the Subject Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Subject Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Subject Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Subject Property to reimburse the Grantee and the *State* Attorney General for all the State's expenses incurred in stopping, preventing, and/or correcting the violation, including, but not limited, to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

m. Effective date; severability. This preservation covenant shall become effective when filed by the Grantor in the Office of the Recorder of COUNTY County, STATE, with a copy of the recorded instrument provided to the Grantee for its preservation covenant file. If any part of this preservation covenant is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement does not contain the particular part held to be invalid.

n. Amendments. The parties may by mutual written agreement jointly amend this preservation covenant, provided the amendment shall be consistent with preservation purpose of this preservation covenant and shall not reduce the regulatory controls listed in the conditions of this preservation covenant. Any such amendment shall not be effective unless it is executed in the same manner as this covenant, refers expressly to this covenant, and is filed with the COUNTY County Recorder.

o. Signatories Authority. If the Grantor is a corporation or organization, the Grantor agrees to submit concurrent with the execution of this agreement, an authorized signatories certificate in the form of Exhibit C.

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

In witness whereof, Grantor and Grantee have set their hands under seal on the days and year set forth below.

GRANTOR: _____

By: _____
Name and Title

STATE OF _____, _____ COUNTY, ss: On this X day of MONTH, YEAR, before me the

undersigned, a Notary Public for said State, personally appeared **Name of Person,** to me personally known, who stated that he is **Title and Organization**, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

_____
NOTARY PUBLIC

GRANTEE: _____

By: _____
Name and Title

STATE OF _____, _____ COUNTY, ss: On the X day of MONTH, YEAR, before me, a Notary Public for said State, personally appeared **Name of Person**, who stated that he is the duly appointed and actively serving **Title and Organization**, and that he executed the foregoing preservation covenant agreement as his voluntary act and as the voluntary act of the State Department of Cultural Affairs.

_____
NOTARY PUBLIC

EXHIBIT A TO PRESERVATION COVENANT

Legal description of the Subject Property

EXHIBIT B TO PRESERVATION COVENANT

Baseline Documentation
Subject Property Name, City, State

To remain eligible for listing on the National Register of Historic Places, a Subject Property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of _____ (Subject Property name). In addition, current photo documentation and the narrative of the National Register nomination must be attached to this baseline documentation.

Significant Character Defining Exterior Spaces and Features:

EXHIBIT C TO PRESERVATION COVENANT

Written Documentation of the Signatories Authority to Sign for and Legally Bind the Organization

RESOLUTION OF THE BOARD OF DIRECTORS OF
Insert Grantor Name Here

RESOLVED, that INSERT GRANTOR NAME HERE, a INSERT STATE non-profit corporation (the "Grantor") shall execute a five (5) year preservation covenant with the INSERT STATE State Historic Preservation Office (the "Grantee"). This preservation covenant will be entered under STATE LAW/REGULATION for the purpose of preserving the NAME OF SUBJECT PROPERTY, a building that is important culturally, historically, and architecturally.

RESOLVED, that INSERT NAME OF PERSON AUTHORIZED TO SIGN as INSERT TITLE of INSERT GRANTOR NAME HERE, is authorized, directed, and empowered to take such action and execute and deliver such document in such form as he or she deems to be in the best interests of INSERT GRANTOR NAME HERE, including without limitation the execution and delivery of a preservation covenant.

I, INSERT CHAIRMAN'S NAME HERE, Chairman of INSERT GRANTOR NAME HERE (the "Corporation"), do hereby certify that the foregoing is a full, true and correct copy of the resolution of the Board of Directors of said Corporation, duly and regularly passed by the Board of Directors of said Corporation in all respects as required by law, and by the By-Laws of said Corporation, on the ____ day of MONTH, 20___, at which time a majority of the Board of Directors of said Corporation was present and voted in favor of said resolution.

Date: _____

By: INSERT GRANTOR NAME HERE

By: _____
INSERT CHAIRMAN'S NAME HERE, Chairman