PRESERVATION & MAINTENANCE COVENANT FOR HISTORIC PRESERVATION FUND PROJECT

This Covenant pertains to the historic property listed below and the grant provided through the State from the National Park Service to assist in its rehabilitation.

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| --- | --- |
| PROPERTY INFORMATION | GRANT INFORMATION |
| Property Name: | Project Grant Award Amount: |
| Property Address: | SHPO Grant Number: |
| City & County: | Term of Covenant: Based on award. |
| National Register Number: |  |

This agreement is between the State of Oregon, by and through its Parks and Recreation Department, State Historic Preservation Office (SHPO), hereinafter referred to as “State”; and the Owner of the property, hereinafter referred to as “Owner” (collectively referred to as the “Parties”; and is related to the property described above, which is hereinafter referred to as “Property.” The Property is owned by the Owner and is listed in the National Register of Historic Places. The Parties have also entered into a Historic Preservation Grant Agreement number \_\_\_\_\_\_\_\_\_\_\_\_, related to the Property, which is incorporated herein, along with all of its attachments, by this reference.

Owner hereby agrees to the following for the term of the Covenant. This Covenant will be attached to the deed of the property.

1. The Owner is responsible for the continued maintenance and repair of the Property to preserve its architectural, historical or archaeological integrity and to protect the qualities that made the Property eligible for listing in the National Register of Historic Places.
2. The Owner agrees that no visual or structural alterations (excluding routine maintenance and painting) will be made to the Property without prior written permission of the State. These alterations include, but are not limited to window replacement, changing door or window opening, structural work, siding material replacement, etc.
3. The Owner agrees that the State, 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. The Owner agrees that if the Property is not clearly visible from a public right-of-way or includes interior work assisted with Historic Preservation Fund grants, the Property will be open to the public, for the purpose of viewing the grant-assisted work, no less than 12 days a year and at other times by appointment. Notification will be published in newspapers of general circulation in the community area of the Property giving dates and times when the Property will be open. Documentation of such notice will be furnished annually to the SHPO during the term of the Covenant. Nothing in this Covenant will prohibit the Owner from charging a reasonable, nondiscriminatory admission fee, comparable to fess charged at similar facilities in the area.
5. The Owner agrees to comply with Title VI of the Civil Rights Act of 1964 (42 USC 200(d)), the Americans with Disabilities Act, and with Section 504 of the Rehabilitation Act of 1973 (29 USC 794) in completing the grant funded project. These laws prohibit discrimination on the basis of race, religion, national origin, or handicap. In implementing public access, reasonable accommodation to qualified handicapped persons will be made in consultation with the SHPO.

This agreement shall be enforced in specific performance by a court of competent jurisdiction.

Enforcement may include, but is not limited to restoration of the alteration or repayment of grant funds to the State.

In the event of a conflict between this Covenant and the incorporated Grant Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: the main Grant Agreement without Attachments, this Covenant,

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| --- | --- | --- |
| STATE AUTHORITY | WORK PERMISSION CONTACT | OWNER |
| Name: | Name: | Name: |
| Address: | Address: | Address: |
| City: | City: | City: |
| State, Zip: | State, Zip: | State, Zip: |
| Phone: | Phone: | Phone: |
| Email: | Email: | Email: |
| Signature: | Signature: | Signature: |
| Date: | Date: | Date: |

Acknowledgement:

State of Oregon

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is personally known to me, or whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same.

Notary Public \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_