

## HISTORIC PRESERVATION COVENANT

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, (hereafter referred to as the "Grantor") and in favor of the State acting through the Ohio History Connection for the purpose of the preservation of a certain Property known as \_\_\_\_\_, listed in the National Register of Historic Places, located at (*legal address, city, county*), Ohio.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements and is known as \_\_\_\_\_. The Property is more particularly described in the attached legal description, to be added by the Owner [*Include legal description from Owner's deed with reference to deed book and page or instrument number where deed is recorded.*]

In consideration of the federal fiscal year 2019 Paul Bruhn Historic Revitalization grant of \$\_\_\_\_\_, and the resulting cumulative sum of Historic Preservation Fund grants of \$\_\_\_\_\_ received in grants-in-aid assistance through the Society from the U. S. Department of the Interior, National Park Service, Paul Bruhn Historic Revitalization grant program from 20XX through this year, the Grantor hereby agrees to the following, which shall be a restrictive covenant running with the land on the property herein described for a period of \_\_\_\_\_ years:

1. The Grantor agrees to assume the cost of continued maintenance, repair and protection of said Property to preserve the architectural, historical, and/or archaeological integrity of the Property to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places. Nothing in this agreement prohibits the Grantor from developing the site in a manner that will not threaten or damage the National Register eligibility of the property. Nothing in this agreement shall prohibit the Grantor from seeking financial assistance from any source for additional preservation treatment work available to him/her.
2. If the 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 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Secretary of the Interior's Standards for Rehabilitation. If after reviewing the condition of the property, the Grantee determines that the features, materials, appearance, workmanship, and environment which made the property eligible for listing in the National Register of Historic Places has been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register in writing of the loss. If the property is removed from the National Register of Historic Places, the Grantee will then notify the Grantor that this agreement is null and void. If the damage or

destruction that warrants the property's removal from the National Register is deliberately caused by the gross negligence of the Grantor or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the property.

3. *[As applicable]* Because the grant assisted work to the Property is visible from a public right-of-way, no considerations for public access are necessary.

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

Grantor agrees that documentation of such notice being published will be furnished annually to the Ohio History Connection during the term of this agreement.

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. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee.

4. The Grantor agrees that the Grantee, its agents, and designees shall have the right to inspect the property at all reasonable times to ascertain whether the conditions of this agreement are being observed.

5. The Grantor agrees that no visual or structural alteration or ground disturbing activity will be made to the Property without prior written permission from the Ohio History Connection.

6. The Grantor agrees to ensure that any archaeological data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the Secretary of the Interior's "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.

7. The Grantor will comply with the Ohio History Connection's covenant monitoring program by completing the requisite form and providing photos showing the current status of the Property.

8. This covenant shall be enforceable by a suit for specific performance or by suit for damages to recover the amount of the grant brought in a court of competent jurisdiction.

9. 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.

10. This agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the parties hereto.

---

In witness whereof the parties have signed their names below on the dates indicated.

**Grantor:**

---

Signature

---

Name

---

Title

---

Date

**Grantee:**

---

Signature

---

Name

---

Title

---

Date

**Notarizations:**

**Grantor:** State of Ohio, County of \_\_\_\_\_

The forgoing instrument was acknowledged before me by \_\_\_\_\_, the **Grantor**, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Notary Public

---

My Commission expires

**Grantee:** State of Ohio, County of \_\_\_\_\_

The forgoing instrument was acknowledged before me by \_\_\_\_\_, the **Grantee**, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Notary Public

---

My Commission expires