

HISTORIC PRESERVATION FUND PRESERVATION & MAINTENANCE AGREEMENT

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

Term of Agreement: 5 years

Property Address: _____

Grant Amount: _____

THIS AGREEMENT is between the STATE OF UTAH, by and through its State Historic Preservation Office (SHPO), hereinafter referred to as "State"; and the below Owner, hereinafter referred to as "Owner"; and related to the above property, which is owned by the Owner and is listed on the National Register of Historic Places. Owner hereby agrees to the following for a period of FIVE YEARS from the date entered below.

1. The Owner is responsible for the continued maintenance and repair of the property to preserve its architectural, historical, or archaeological integrity and 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.
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 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 agreement. Nothing in this agreement will prohibit the Owner from charging a reasonable, nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The Owner agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200 (d)), the Americans with Disabilities Act, and with Section 504 of the Rehabilitation Act of 1973 (29 U.S. C. 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 enforceable in specific performance by a court of competent jurisdiction.

STATE:

Christopher Merritt, SHPO

Signature

Date

OWNER:

Print Name

Signature

Address

Date