**Historic Preservation Covenant**

State of Alaska Office of History and Archaeology

550 West 7th Avenue, Suite 1310
Anchorage, AK 99501

This agreement is made the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ , 20 \_\_\_\_ , by [owner name and full address] (hereafter the "Owner") and the State of Alaska acting through the State Historic Preservation Office (hereafter the “SHPO”) for preservation of a certain Property known as Historic Dance Hall, located at 101 Century Drive in Snow Flake, Alaska 99999, which is owned in fee-simple by the Owner and is listed in the National Register of Historic Places.

The Property is comprised essentially of grounds, improvements, and appurtenances. The Property is described as: [legal reference, repository, book, and page number(s).]

In consideration of a grant of up to $16,000 received through the SHPO and the Historic Preservation Fund from the National Park Service, United States Department of the Interior, the Owner hereby agrees to the following for a period of five years.

1. Maintenance and Site Protection: 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 eligible for listing in the National Register of Historic Places.

2. Permission: The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the SHPO.

3. Inspection: The Owner agrees that the SHPO, 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.

4. Public Access: If the Property is not clearly visible from a public right-of-way or includes visible interior work assisted with Historic Preservation Fund grants, the Owner agrees to open the property to the public to view the grant-assisted work no less than 12 days a year on an equitably spaced basis and at other times by appointment. If public access is required to view the work, the Owner may charge a reasonable, nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

5. Annual Notification: If public access is required, the Owner must also agree to publish notification in newspapers of general circulation in the community or area in which the Property is located 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 this covenant.

**Owner: Please check one of the following.**

 \_\_\_ Proposed rehabilitation work is clearly visible from a public right-of-way. Public access and annual notification is not required. (Roof, foundation, exterior doors, facades, etc.)

 \_\_\_ Proposed rehabilitation work is not clearly visible from a public right-of-way or includes visible interior work. Public access and annual notification is required.

6. Compliance: The Owner agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (ADA) (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.

 To implement public access, Owner shall make reasonable accommodations to qualified disabled persons. ADA and Section 504 do not require an owner to make every part of the property accessible to and useable by disabled persons by means of physical alterations. For public access periods, videos, presentations, or other audio-visual material and devices may be used to depict otherwise inaccessible areas or features of the property.

7. Enforcement: This agreement shall be enforceable in specific performance by a court of competent jurisdiction.

8. Severability: 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.

Owner Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Print or Type Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witnessed by Notary Public**

STATE OF ALASKA )

 ) ss

\_\_\_\_\_\_\_ JUDICIAL DISTRICT )

The foregoing was acknowledged before me on this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

Witness my hand and seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: Notary Public

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

|  |  |
| --- | --- |
| **State of Alaska Office of History and Archaeology**  |  |
|  |  |
| Judith E. Bittner, State Historic Preservation Officer  |  Date |