

## HISTORIC PRESERVATION EASEMENT

This Historic Preservation Easement (the “Easement”) is made between the [NAME OF PROPERTY OWNER], a Michigan [type of entity], whose address is [complete street address] (the “Grantor”), and the STATE OF MICHIGAN, MICHIGAN STRATEGIC FUND, a principal state department acting through its STATE HISTORIC PRESERVATION OFFICE (the “SHPO” or “Grantee”), whose address is 300 North Washington Square, Lansing, MI 48913. The [Name of Subgrantee] (the “X”) was the recipient of a grant award from the Certified Local Government (“CLG”) program, a preservation partnership between local, state, and national governments focused on promoting historic preservation and jointly administered by the U.S. Department of the Interior, National Park Service (the “NPS”) and the Grantee. The X used the CLG grant funds to [brief project description] at [name of property] (the “Property”). The consideration for this Easement is [AMOUNT OF FUNDING] DOLLARS (\$XXX.XX) in grant-in-aid financial assistance (the “Grant”) provided by the Grantee to the Grantor and funded through the Historic Preservation Fund (the “HPF”), which is administered by the NPS.

The Property that is the subject of this easement is the [NAME OF PROPERTY], a historically and architecturally significant building listed or eligible for listing in the National Register of Historic Places. The Property is located on a parcel of land located in the [municipality], County of [County Name], State of Michigan, and is more particularly described as:

[Full legal property description]

Parcel# XXXXXXXXXXX

The above described property is commonly known as [complete street address].

This Easement is executed consistent with Subpart 11 of Part 21 of Article 1, Conservation and Historic Preservation Easements of the Michigan Natural Resources and Environmental Protection Act, MCL 324.2140 *et seq.*, and is executed subject to the following terms and conditions:

1. In accordance with the Grantee’s CLG policy, the Grantor grants an historic preservation easement for a period of five or ten (5 or 10) years, unless terminated pursuant to paragraph 24, effective from the date that this Easement is executed.
2. The Grantor assumes all costs necessary to preserve the historic integrity of the features, materials, appearance, workmanship and environment of the Property pursuant to the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties*. Nothing in this Easement prohibits the Grantor from seeking financial assistance from any other source (including Historic Preservation Fund Development grants) for additional preservation efforts.
3. The Grantor assumes the cost of the continued maintenance and repair of the Property so as to keep it in a sound state of repair, prevent deterioration and preserve the architectural, historical, and archaeological integrity of the Property and enhance those qualities that make the Property eligible

for listing in the National Register of Historic Places.

4. In order to preserve and enhance the distinctive materials, features and spaces that caused the Property to be listed in the National Register of Historic Places, the Grantor shall maintain and preserve the Property in accordance with the recommended approaches in the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties*. The Grantor acknowledges that no visual or structural alterations will be made to the Property without prior written permission from the Grantee, its successors or assigns.
5. If the Grantor intends to undertake future work outside the scope of this Easement that may affect the Property, the Grantor must obtain the prior written consent of the Grantee, through the SHPO or the SHPO's successors or assigns. The Grantor also agrees to notify the Grantee in writing of any action or undertaking proposed by another governmental agency upon becoming aware of the proposed action or undertaking.
6. The Grantor agrees that no ground-disturbing activities will be permitted to be undertaken which would affect any historically significant or archaeological resources without receiving prior written permission from the Grantee and affirming that such work will meet the Secretary of the Interior's *Standards for Archaeological and Historic Preservation*, 48 FR 44716. The Grantor also agrees to ensure that any artifact and related material excavated will be placed in a repository that will care for the artifact and related material or will care for them in the manner prescribed in the *Standards for Archaeological and Historic Preservation*, 48 FR 44716, or will comply with the requirements of the Native Americans Graves Protection and Repatriation Act and with 36 CFR Part 79 and 43 CFR Part 10.
7. The Grantor will permit the Grantee, its agents, officers, employees, subcontractors or designees to enter onto the Property at all reasonable times to inspect and ascertain compliance with the conditions of this Easement or carry out remedial actions as necessary. These rights shall be exercisable in any case in which an inspection, remedial action, response to remedial action, or corrective action is found to be necessary after the date of this Easement. The Grantor will not unreasonably withhold its permission for Grantee access to and inspection of the Property.
8. The Grantor will provide public access to the Property no less than twelve (12) days each calendar year so that the general public can view the grant-assisted work and investment of public funds on the Property. The days the Property is available to the public will be equitably spaced. As used in this paragraph, "equitably spaced" does not necessarily require access once a month per calendar year. The Grantor may take into account seasonal and other factors that will most effectively afford public access while implementing the purpose and intent of the Grant. The Grantor will also provide access to the Property by appointment.
9. The Grantor and the Grantee acknowledge that as long as the improvements assisted by the Grant are clearly visible from a public right-of-way, public access to the Property is not required. Public access is also not required when interior development work such as electrical or plumbing repairs would not be visible if general access to the Property were to be provided.
10. If the Property is not open to the public except for the required twelve (12) days per calendar year and where the improvements assisted by the Grant are not visible from the public right-of-way or the Property was acquired with Historic Preservation Fund grant funds, the Grantor agrees to provide public notification in the community or area in which the Property is located, giving the dates and times when the Property will be open to the public. The Grantor will annually publish dates and times when the Property will be open to the public. The Grantor will annually, in

December of each year, provide documentation of notice of publication to the Grantee during the term of this Easement.

11. The Grantor may charge a reasonable nondiscriminatory admission fee to the public that is comparable to fees charged at similar facilities in the area. The Grantor will not discourage public visitation of the Property.
12. The Grantor agrees to comply with the conditions and obligations imposed on a recipient of federal financial assistance as set forth in Title VI of the Civil Rights Act of 1964, 42 USC § 2000d *et seq.*; the Americans with Disabilities Act of 1990, 42 USC § 12101 *et seq.*; Title V, Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; the rules, regulations, and guidelines promulgated pursuant to those acts; all applicable Executive Orders on equal employment opportunity, especially Executive Order 11246, as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations, 41 CFR Part 60. Furthermore, the Grantor agrees to maintain flood insurance on the premises as required by Section 102 (a) of the Flood Disaster Protection Act of 1973, 42 USC § 4001 *et seq.*, as amended, if the Property is situated in a location designated by the U.S. Secretary of Housing and Urban Development as a location with special flood hazards.
13. The Grantor shall comply with the Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, MCL 37.1101 *et seq.*; and all other state, federal and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Easement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantor agrees to include in every subcontract entered into for the performance of its obligations under this Easement this same covenant not to discriminate in employment.
14. The Grantor must comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d *et seq.*; the Americans with Disabilities Act of 1990, 42 USC § 12101 *et seq.*; and with Title V, Section 504 of the Rehabilitation Act of 1973, 29 USC § 794, when interior public access is required at least twelve (12) days per calendar year and at other times by appointment. The Grantor is not required to make every part of the Property accessible to and useable by disabled persons by means of physical alterations. During public access periods, videos, slide presentations and/or other audio-visual media should be used to depict otherwise inaccessible areas or features. In implementing public access, reasonable accommodation to qualified physically challenged persons shall be made in consultation with the SHPO. The intent of this paragraph is to communicate that the preservation/accessibility issue must be addressed and that the solution is to take careful steps to determine what can be done to improve access without sacrificing historic fabric.
15. The Grantor and its subcontractors agree to refrain from using lead-based paint, as defined in 24 CFR 35.86, in residential structures constructed or rehabilitated with Federal assistance.
16. The Grantor covenants that upon receipt of a written request from the Grantee, the Grantor shall promptly furnish the Grantee with written certification that to the best of the Grantor's knowledge, the Grantor is in compliance with the terms and conditions of this Easement.
17. This Easement runs with the land and is binding on the Grantor, its successors and assigns. The Grantor agrees to provide notice of the Easement in any deed or other legal instrument in which it

divests itself of either fee simple title or some other lesser estate in the Property.

18. If the Grantor plans to sell the Property or enter into a long-term lease during the term of this Easement, the Grantor covenants to first offer the Property to the Grantee for purchase or lease, at the same price and on the same terms of the intended sale or lease. If the Grantor proposes a conveyance other than a sale or long-term lease, the Grantor, before completing the conveyance, shall first offer the Property to the Grantee at a price based on the fair market value of the land, structures and improvements thereon. The Grantee has thirty (30) days from receipt of the offer to accept or reject it in writing.
19. If the Grantor leases the Property, the Grantor covenants to incorporate into the lease all of the terms, conditions and covenants of this Easement.
20. The Grantor covenants not to employ any subcontractor, manufacturer or supplier who appears in the register compiled by the State of Michigan, Department of Licensing and Regulatory Affairs, pursuant to 1980 PA 278, MCL 423.321 *et seq.* (State Contracts with Certain Employers Prohibited).
21. The Grantor covenants to consult with the Grantee through the SHPO or the SHPO's successors or assigns, to ensure that any contracts entered into for the performance of the obligations of this Easement comply with the applicable barrier free design laws, including the Architectural Barriers Act of 1968, 42 USC § 4151 *et seq.*, and the Utilization of Public Facilities by Physically Limited Act, MCL 125.1351 *et seq.* It is understood that the Grantor may apply for lawful exemptions from the requirements of these laws.
22. The Grantor, its successors and assigns, shall pay all legally required property taxes and special assessments, if any, on the Property as they become due and will not permit any taxes and assessments to become delinquent.
23. In the event that the Property is damaged by flood, snow, ice, rain, windstorm, fire, earth movement or any other natural disaster or casualty, the Grantor agrees to notify the Grantee, through the SHPO or the SHPO's successors or assigns, in writing within fourteen (14) days of the damage or destruction, further indicating what, if any, emergency work has already been undertaken and completed. The Grantor agrees not to undertake repairs or reconstruction of any type, other than emergency work to prevent further damage to the Property or to protect public safety, without the Grantee's prior written approval, which specifies that the proposed work will conform with the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties*. The Grantee agrees to give its approval or denial of work requested by the Grantor under this paragraph within sixty (60) days of receiving the Grantor's request.
24. If after reviewing the condition of the Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued listing in the National Register of Historic Places is in question, the Grantee will notify the Keeper of the National Register 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 Property from the National Register of Historic Places and the Grantee will then notify the Grantor in writing of the same. If the Property is removed from the National Register of Historic Places, this Easement will become null and void upon the later to occur of the following events: (1) the Property is removed from the National Register of Historic Places or (2) the conclusion of legal proceedings initiated by the Grantee pursuant to this paragraph 24. The Grantee will notify the Grantor that this Easement

is null and void and provide the Grantor with a notice of discharge of easement form (the “Notice of Discharge”). Promptly after receiving the Notice of Discharge from the Grantee, the Grantor shall execute and record the Notice of Discharge with the Register of Deeds Office in the county in which the Property is located. If the Property is removed from the National Register of Historic Places due to damage or destruction caused by the gross negligence, deliberate action or other actions of the Grantor or any successor owner, then the Grantee will initiate requisite legal action to recover from the Grantor, successor owner or both, the Federal grant funds applied to the Property which will then be returned to the U.S. Government. If the Grantee prevails in such legal action, the Grantor shall reimburse the Grantee for all costs and expenses incurred in connection with the Grantee’s enforcement of this paragraph 24, including but not limited to all court costs, attorney’s fees, architectural fees, engineering and expert witness fees.

25. The Grantor acknowledges that the Grantee, after providing written notice to the Grantor, may institute action(s) to enjoin violations of this Easement, to require specific performance, and to require restoration of the Property in conformity with the U.S. Secretary of the Interior’s *Standards for the Treatment of Historic Properties*. The Grantee has available to it all legal and equitable remedies to enforce the Grantor’s obligations under this Easement. If the Grantor is found by a court of competent jurisdiction to have violated any of its obligations, the Grantor shall reimburse the Grantee for all costs and expenses incurred in connection with the Grantee’s enforcement of the terms of this Easement, including but not limited to all court costs, attorney’s fees, architectural fees, engineering and expert witness fees.
26. This Easement constitutes the entire agreement between the parties and may only be amended in writing by the Grantor with the written consent of the Grantee, provided the amendment is consistent with the preservation purpose of the Grant Award and does not reduce the Easement term. No amendment will be effective unless it is executed in the same manner as this Easement was originally executed, expressly refers to the Easement and is recorded in the Register of Deeds’ Office in the county in which the Property is located.
27. This Easement will be interpreted in accordance with the laws of the State of Michigan.
28. If any provision of this Easement or any amendment thereto is found to be illegal or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from the remainder of the Easement and such action will not affect the enforceability of the remaining provisions of the Easement.
29. Upon execution, the Grantor covenants to promptly record this Easement in the Register of Deeds Office in the county in which the Property is located.

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IN WITNESS WHEREOF, the Grantor subscribes its name on the date set forth below:

**[SIGNATURE BLOCKS OMITTED]**