

HISTORIC PRESERVATION COVENANT

This agreement is made on the day of 22nd day of December, 2011, by the City of Parma, hereafter referred to as the "Owner") and in favor of the State acting through the Ohio Historical Society (hereafter referred to as the "Grantee") for the purpose of the preservation of a certain Property known as the Philip Henninger House, listed on the National Register of Historic Places as the Henninger House, located at 5757 Broadview Road, Parma, Cuyahoga County, Ohio, which is listed on the National Register of Historic Places.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements and is known as the Henninger House. The Property is more particularly described in Attachment A, to be added by the Owner [Include county reference, consisting of repository, book and page number(s).]

In consideration of the cumulative sum of \$46,679 received in grants-in-aid assistance through the Society from the U. S. Department of the Interior, National Park Service, Certified Local Government grant program, the Owner hereby agrees to the following for a period of ten (10) years:

1. The Owner agrees to assume the cost of continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological 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. The Owner agrees that no visual or structural alteration will be made to the Property without prior written permission from the Ohio Historical Society.
3. The Owner agrees to maintain flood insurance coverage for said property for the term of the covenant and will provide proof of said insurance to the Grantee on an annual basis throughout the term of the covenant.

4. The Owner agrees that the Grantee, 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.
5. The Owner agrees to provide public access to view the grant-assisted work or property no less than 12 days a year on an equitably spaced basis. At the Owner's option, 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 reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
6. 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 (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 Ohio Historic Preservation Office of the Ohio Historical Society.

7. The Owner further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with Historic Preservation Fund grants are not visible from the public way, notification will be published in newspapers of general circulation in the community 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 State Historic Preservation Officer of the Ohio Historical Society during the term of the covenant.
8. The Owner further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with Historic Preservation Fund grants are not visible from the public way, notification will be published in newspapers of general circulation in the community 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 State Historic Preservation Officer of the Ohio Historical Society during the term of the covenant.
9. The Owner will comply with the Ohio Historical Society's biennial covenant monitoring program by completing the requisite form and providing photos showing the current status of the Property.
10. This covenant shall be enforceable in specific performance by a court of competent jurisdiction.
11. 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.

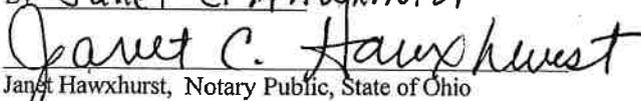


Lox A. Logan, Jr.
State Historic Preservation Officer

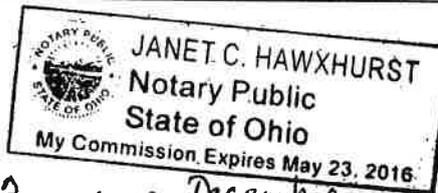
December 22, 2011
Date

Signed and acknowledged in the presence of:
State of Ohio
County of Franklin

The foregoing instrument was acknowledged before me the 22 day of December, 2011

By Janet C. Hawxhurst

Janet Hawxhurst, Notary Public, State of Ohio

My commission expires: May 23, 2016



Owner to attach copy of covenant filing with property deed indicating county reference, repository, book and page number.

Signature

Name, Title

Date

Owner Signature Witnessed by Notary Public

State of Ohio
County of _____

On this ____ day of _____, 201_, before me, a notary public in and for said County,

personally appeared _____, the Owner in the foregoing Historic Preservation Covenant, and acknowledged the signing thereof to be a voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Document prepared by: Judith M. Krasniewski
Ohio Historic Preservation Office