

Preservation Agreement for REHABILITATION PROJECTS
Kalamazoo Historic Preservation Commission
O'Connor Fund for Historic Preservation in the City of Kalamazoo
Number: _____

This agreement is made the _____ day of _____, 20____, by _____

_____ (hereafter referred to as the "Owner" and in favor of the Kalamazoo Historic Preservation Commission (hereinafter referred to as the "KHPC") for the purpose of the preservation of a certain property known as _____ (hereinafter referred to as the "Property"), located at _____, and which is owned by the Owner and has been determined by the KHPC to be an appropriate recipient according to this program's eligibility requirements. In consideration of the sum of _____ received in grant assistance from the KHPC, the Owner hereby agrees to the following **for a period of five (5) years**:

1. Owner will begin work within four months of the grant award date.
2. Owner will complete work within eighteen months of the grant award date.
3. Owner assumes the cost for continued maintenance and repair of the Property so as to preserve its architectural or historical integrity and the KHPC's investment in the project.
4. Owner will make no visual or structural alterations to the Property without prior review and consultation with the City's Historic Preservation Coordinator, and that all modifications to the Property will be made in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation (Application attachment #1);
5. Owner will acknowledge financial support from the O'Connor Fund and KHPC in ALL media (including signage) generated for the project using only the statements and logos in Application Attachment #2;
6. Owner agrees to adhere to ALL City of Kalamazoo Ordinances; particularly as they relate to Chapters 18 and 18A on Non-Discrimination and Fair Housing (Application Attachments #3a and 3b);
7. Owner understands that if a violation of any of the above occurs within the five year duration of the Preservation Agreement, the KHPC shall be entitled to return of the entire grant award amount;
8. The KHPC, its agents and designees shall have the right to inspect the property at all reasonable times for the purpose of ascertaining if the conditions of this agreement are being observed;
9. This agreement shall be enforceable in specific performance by a court of competent jurisdiction; and,
10. 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 agreement did not contain the particular part, term, or provision held to be invalid.

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Name of Owner _____

Authorized Representative _____

Signature of Authorized Representative

Date

Grantor: Kalamazoo Historic Preservation Commission and the O'Connor Fund for Historic Preservation at the Kalamazoo Community Foundation

Name and title of Authorized Representative _____

Signature of Authorized Representative

Date

Witness of Owner signature by Notary Public is Required and must be attached by Owner.