

Attachment A

Preservation Covenant

for

Harlinsdale Farm

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Harlinsdale Farm

Franklin, Tennessee

This covenant is made the _____ day of _____, 2012, by the City of Franklin (hereafter referred to as the "Owner") and in favor of the State of Tennessee acting through the State Historic Preservation Officer (hereafter referred to as the "Grantee") for the purpose of the preservation of a certain property known as the Harlinsdale Farm, located in the Ninth Civil District, Williamson County, Franklin, Tennessee, which is owned in fee-simple by the Owner and is listed on the National Register of Historic Places. This agreement shall be recorded with the owners deed to the subject property as a restrictive covenant and shall run with the land and be binding on the Owner, its successors and assigns.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements and is known as the Harlinsdale Farm. Included in these improvements is a structure commonly referred to as the Harlin Hayes House, which is depicted in Exhibit A attached hereto and made part of this covenant. The property's address is Harlinsdale Farm, Franklin Road, Franklin, Tennessee 37064 and is the same property conveyed to the City of Franklin, Tennessee by deed of record in Book 3390, page 181, Register's Office for Williamson County, Tennessee. There currently exists on the property a conservation easement dated August 6, 2007 and recorded in Record Book 4407, pages 453-471 in the Register's office for Williamson County, Tennessee. This instrument is not intended to override, amend or otherwise modify said conservation easement. There also exists on the Property a preservation covenant dated July 1, 2011 and recorded in Record Book 5350, pages 162-165 in the Register's office for Williamson County, Tennessee. This instrument is not intended to override, amend or otherwise modify said preservation covenant.

This covenant is executed as a condition of the eligibility of the Owner for financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund in accordance with the provisions of Section 102(a)(5) of the National Historic Preservation Act as amended. In consideration of the sum of \$60,000.00 received in grant-in-aid assistance through the Grantee from the National Park Service, United States Department of the Interior, the Owner hereby agrees to the following for a period of fifteen (15) years.

1. 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. The Owner agrees that no visual or structural alterations will be made to the property without prior written permission of the Grantee.
3. The Owner agrees at all times to maintain the Property in as good and sound state of repair as on the completion of the grant funded work and to maintain the subject Property, including other structures or features of the site, according to the Standards of the Secretary of Interior for Treatment of Historic Properties so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the Property

eligible for listing in the National Register of Historic Places. 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.

4. 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, the Owner will provide public access to view the grant-assisted work or property no less than 12 days a year on an equitably spaced basis. The Owner will publish notification 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 Tennessee Historical Commission during the term of the agreement. 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.
5. 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 Tennessee Historical Commission.
6. This covenant shall become effective when the Owner files it in the Office of the Recorder of Williamson County, Tennessee, with a copy of the recorded instrument provided to the Grantee. 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.
7. This agreement shall be enforceable in specific performance by a court of competent jurisdiction.

Grantee

Owner

Tennessee State Historic
Preservation Officer

City of Franklin

Date

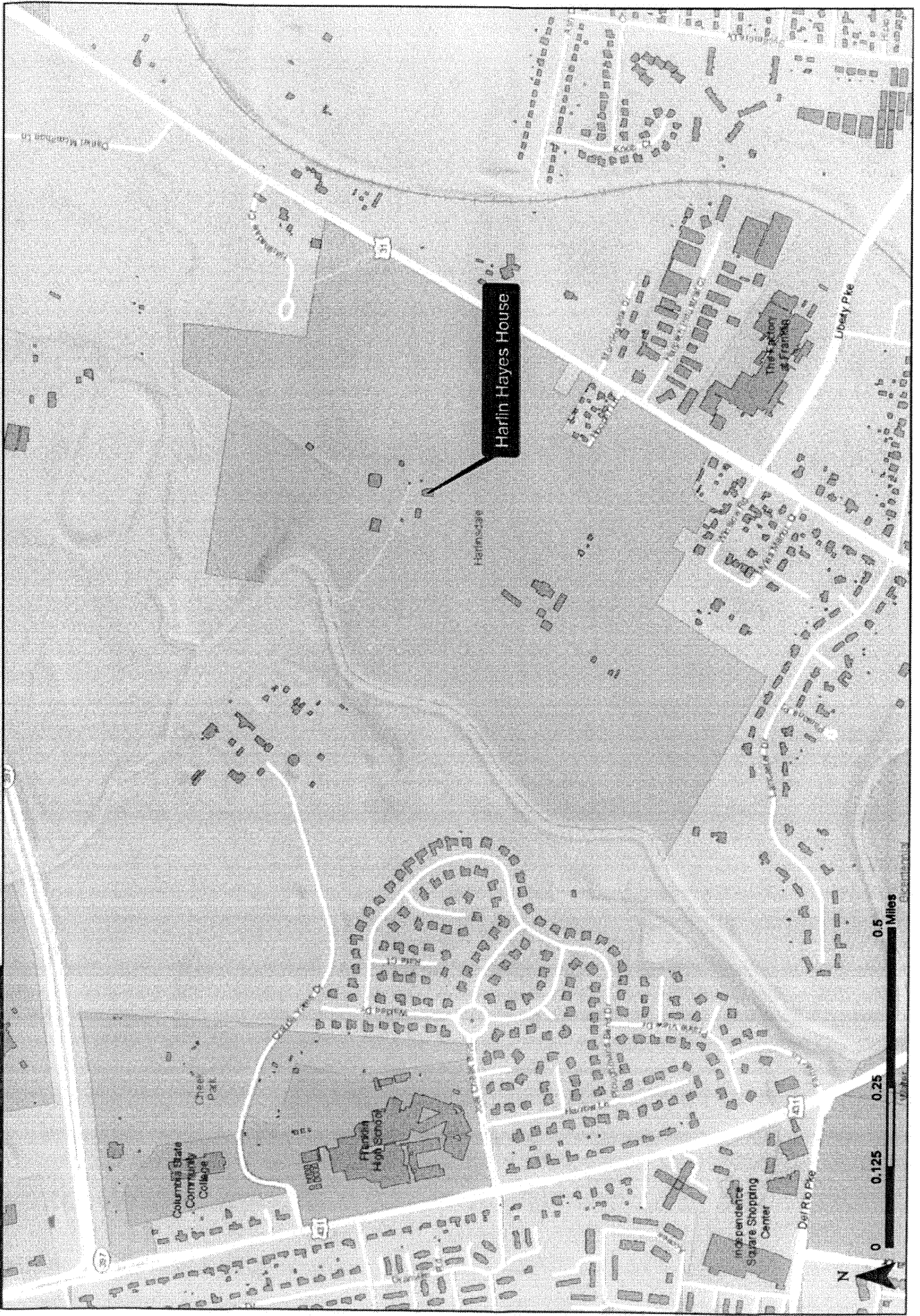
date

Witnessed by Notary Public

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The Park at Harlinsdale Farm
239 Franklin Road
Franklin, TN 37067

Harlin Hayes House



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