

HISTORIC PRESERVATION COVENANTS.

The Property is listed (eligible for listing) in the National Register of Historic Places. The Grantee, in accepting this Deed, acknowledges and accepts the following conditions and covenants.

1. Grantee shall maintain and preserve the Property in accordance with the recommended approaches in The Secretary of the Interior's Standards for Treatment of Historic Properties, 1995, Standards for Preservation (Technical Preservation Services for Historic Buildings, National Park Service) in order to preserve and enhance the distinctive materials, features and spaces that make the Property eligible for inclusion in the National Register of Historic Places.
2. When rehabilitation is the appropriate treatment, Grantee shall rehabilitate the Property in accordance with the recommended approaches in The Secretary of the Interior's Standards for Treatment of Historic Properties, 1995, Standards for Rehabilitation (Technical Preservation Services for Historic Buildings, National Park Service). Rehabilitation is appropriate when repair and replacement of deteriorated features is necessary or when alteration or additions to the property are planned.
3. Distinctive materials, features, finishes, construction techniques and examples of craftsmanship that characterize the Property shall be preserved.
4. Plans of proposed rehabilitation, construction, alteration or replacement of distinctive materials, features, finishes or spaces which would affect the appearance or structural integrity of the Property shall be reviewed and approved by the State Historic Preservation Officer ("SHPO") for consistency with in The Secretary of the Interior's Standards for Treatment of Historic Properties, 1995.
5. Archaeological resources shall be protected and preserved in place. All projects involving ground-disturbing activity shall be reviewed by the SHPO. If such resources must be disturbed, mitigation measures must be undertaken with the express prior written permission of the SHPO.
6. The SHPO shall be permitted at all times to inspect the Property in order to ascertain if the above conditions are being observed.
7. In the event that the Property, or any associated historic artifact associated with the Property ceases to be maintained in compliance with the covenants, conditions and restrictions set forth in this section, in addition to any remedy now or hereafter provided by law, the SHPO may, following reasonable notice to Grantee, institute suit to enjoin said violation or to require restoration of the Property.
8. The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in

the Property.

9. The Grantee agrees that the SHPO may, at its discretion, without prior notice to the Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.

10. The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

11. The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Property and shall be deemed to run with the land.

12. The above covenants shall be binding in perpetuity; however, the SHPO may, for good cause, modify, suspend, or cancel any or all of the covenants upon written application of the Grantee.