

Federal Building and U.S. Courthouse
600 Broad Street
Gadsden, AL 35901

A. HISTORIC PRESERVATION COVENANT

1. The Grantee covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the real property above described, together with any improvements (said real property and improvements are collectively referred to herein as the “Property”), is hereby conveyed subject to the conditions, restrictions, and limitations hereinafter set forth, which are covenants running with the land, that the Grantee, its successors, and assigns, covenants and agrees that in the event that the Property is sold or otherwise disposed of, these covenants and restrictions shall be inserted in the instruments of conveyance.
2. Grantee acknowledges and understands that the Federal Building and United States Courthouse (“Building”), located at 600 Broad Street, Gadsden, Alabama, was individually listed on the National Register of Historic Places on June 3, 1976. This Building is subject to preservation protection set forth in this covenant and must follow the Building Preservation Plan (“BPP”) dated May 2012 developed to guide the maintenance and rehabilitation of the Building. Preservation zoning has been applied to the building site, floor plans, and elevations to establish a hierarchy of significance and guide long-term preservation strategies for the building as a whole and its individual spaces. The BPP is composed of three principal parts: History and Documentation, Building Analysis, and Recommended Treatment. A description of the Property, its significance, size, exterior and interior features, significant spaces, artwork, and furnishings to be retained are described in detail within the BPP and for convenience summarized below.
3. History and Documentation: This narrative includes the Building’s history and significance with a focus on its initial construction and physical evolution.
 - a. The three-story marble Neo-Classical Revival Style Building is located at the intersection of Broad and Sixth Streets. Architectural designs for a modest one-story post office building were developed in 1908 by the Office of the Supervising Architect under the direction of James Knox Taylor with construction beginning in 1909 and completed in 1910 by Miles & Brandt of Atlanta. Located on its original site, the Building experienced two additions in 1911-1912 and again in 1936-1937. The building has experienced some modification to its original fabric but retains its overall historic character.
 - b. The Building is significant under National Register Criterion C for its significance in the area of Art due to Thomas Gilbert White’s mural,

Nemesis (the “Artwork”), which was painted in 1914 and installed on the southern wall of the second floor courtroom in 1915. The Building is also significant under Criterion C for Architecture as an example of the federal Neo-Classical style.

- c. In 1997, the Building is a contributing property to the Gadsden Downtown Historic District nominated under Criteria A and C in the areas of Commerce and Architecture. This National Register of Historic Places listed district contains 76 buildings within 430 acres. The Building symbolizes the Federal presence in the community of Gadsden.
4. Building Analysis. This section includes a description of the spaces and features of the Building and their existing condition.
- a. The Building was constructed in several phases over three decades. The Building has 37,145 total square feet and 18,377 rentable square feet. The three-story building (with a basement) was built of granite, marble, terra cotta tile, flat-lock copper.
 - b. Site. The site configuration was modified when the Building was expanded in 1936-1937. The mailing platform was moved from the rear to the west side of the new addition. Site features were observed to be in good condition.
 - c. Exterior. The Building has experienced some modification to its original fabric but retains its overall historic character. Given its high degree of preservation, the entire exterior of the building has been zoned for Restoration except for the former mailing platform which was in-filled and converted for office space. No alteration of the exterior shall be made without consultation with the State Historic Preservation Office (SHPO).
 - d. Roof. The primary roof material is clay tile with the low slope central portion covered with flat lock copper and the former one-story Mail Work Room covered with a flat built-up rolled roof. No alteration of the clay tile or copper roof shall be made without consultation with the SHPO.
 - e. Interior: The Building’s significant public spaces which should be preserved and are all zoned for Restoration include the entrance lobby, public circulation corridors, grand stair, courtroom and Judge’s chambers. Most tenant spaces on the first, second and third floors have been significantly altered over time but contain some historic fabric and are zoned Rehabilitation. Refer to the BPP for the specific Building Treatment Zone for individual interior spaces. Alteration of interior spaces zoned Restoration or Rehabilitation may not be made without consultation with the SHPO.

- f. Artwork Commission: Thomas Gilbert White was commissioned for a mural for the courthouse by the Section of Fine Arts, Department of the Treasury. The Artwork is site-specific, shall be considered as part of the Building and must remain in its current location.

Identification: The Artwork shall be accompanied by an interpretive plaque provided by GSA identifying the artist and intent, and noting that it was commissioned for the people of the United States by the Federal Government.

Identification Number:	FA7
Title:	<i>Nemesis</i>
Type:	Oil on canvas
Location:	Interior, courtroom wall
Size:	15 feet 9 inches x 7 feet 6 inches

Protection: The Grantee, and/or its successors and assigns, and every other party with title to, interest in and/or possession of the Property will be responsible for the protection of the Artwork. The Artwork is located in a recessed niche. When the courtroom walls are repainted, polyethylene sheeting should be taped to wall flats and moldings outside of the painted gold border to protect the Artwork. The border is quite delicate and should not be wiped off or taped over. A skilled painter with a proper brush may carefully cut the wall color up to the gold border.

Maintenance and Conservation: The Grantee, and/or its successors and assigns, and every other party with title to, interest in and/or possession of the Property will be responsible for the maintenance and conservation of the Artwork. The Artwork will be preserved and maintained in accordance with the guidelines and standards set forth in the American Institute for the Conservation of Historic and Artistic Works (AIC). A conservator shall be contacted to remove dust if the mural becomes noticeably dusty. Under no circumstances may cleaning personnel vacuum or wipe the Artwork or border surface with anything. No alteration of the mural shall be made without consultation with the SHPO.

Inspection: The Artwork may be inspected on a cyclical basis by representatives of GSA. The Grantee will allow physical access to the Artwork for inspection.

Self Certification: The Building owner, its successors and assigns, and any other party in title, interest or possession of the Property will provide a completed art inspection (forms attached) documenting that they are in compliance with the terms and conditions of this covenant. The Self Certification will occur on a biennial basis beginning in June 2018.

Disposition: With respect to the Artwork, if the Grantee hereafter desires to convey fee title to the Property to a non-federal governmental entity, it shall first offer to return the Artwork, in writing, to the United States of America, acting by and through GSA, for disposition. If after a period of 90 days, the GSA declines to take back the Artwork, then the Grantee, and/or its successors and assigns may:

1. Require as a condition of such conveyance to a non-federal governmental entity, that the new owner of the Property protect and maintain the Artwork to the same extent as provided above, subject to reversionary rights in the GSA to the Artwork;
 2. Convey the Artwork to a public nonprofit (501(c)(3) institution, with or without consideration, on condition that if the Artwork ceases to be displayed or used for public purposes, it shall be subject to reversionary rights in the GSA to the Artwork; or
 3. Sell the Artwork and to fully account for and deliver to the United States of America, acting by and through the GSA, all proceeds of such sale to be deposited into the miscellaneous receipts account of the U.S. Treasury.
5. Treatment Recommendations: This section provides a list of significant architectural elements. In addition, specific recommendations for the repair and maintenance of the Building's historic features and materials with reference to GSA's technical specifications are outlined. Comprehensive photography documents the present condition of the Building and its features. As work on the Building is planned, these treatment recommendations should be implemented.
- a. Site. Retain, preserve and maintain existing significant elements such as the stone curbing and flag pole.
 - b. Exterior. Significant exterior elements to be preserved and maintained include: the overall Building massing and fenestration, granite base, marble walls, iron security bars, bronze vent grills, iron railings, terra cotta tile and flat lock copper roofing. Specific treatment recommendations for each exterior element are provided in the BPP. In addition, treatment recommendations are provided for portico ceiling repair, the location of any exterior modifications, new Building systems, finish analysis, mortar analysis, contractor qualifications, replication of missing light fixtures, restoration of original skylights, etc. No alteration of the exterior shall be made without consultation with the SHPO.

- c. Interior. The Building's significant public spaces which should be preserved and are all zoned for Restoration include the entrance lobby, public circulation corridors, grand stair, courtroom and Judge's chambers. Most tenant spaces on the first, second and third floors have been significantly altered over time but contain some historic fabric and are zoned Rehabilitation. Refer to the BPP for the specific Building Treatment Zone for individual interior spaces and architectural elements. Alteration of interior spaces zoned Restoration or Rehabilitation cannot be made without consultation with the SHPO.
6. The Grantee covenants and agrees that Grantee shall not authorize, perform, permit or allow any changes, whether physical or structural, that affect the color or the surface, consisting of, but not limited to, additions/deletions to the exterior of the Property or to architecturally or historically significant interior features, including but not limited to artwork, as determined by the SHPO, without the prior written approval of the SHPO.
7. The Grantee covenants and agrees that the Property will be preserved and maintained in accordance with this covenant. When developing plans for the Property, the Grantee covenants and agrees that Grantee shall be developed in compliance with the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.
8. Grantee covenants and agrees that Grantee shall obtain the prior written approval of the SHPO before undertaking any activity that affects the Property or any of its significant character defining interior or exterior features. Grantee further covenants that Grantee shall submit to the SHPO any and all plans to modify, renovate, and/or add to the Property. Grantee covenants that Grantee shall not commence any undertaking until the SHPO approves of the plans. All plans shall be submitted to the SHPO at the address, below, or to such other address designated by the SHPO and a local government certified in accordance with Section 101(c)(3) of the National Historic Preservation Act of 1966, as amended.

State Historic Preservation Officer
Alabama Historical Commission
468 South Perry Street
Montgomery, AL 36130-0900

9. Grantee covenants and agrees that if the Grantee and the SHPO are unable to agree on the plans for the proposed development, then the Grantee shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation ("ACHP") at:

Advisory Council on Historic Preservation
401 F Street NW, Suite 308

Washington DC 20001-2637

The Grantee, SHPO, and ACHP shall reach written agreement regarding the proposed development. Grantee covenants and agrees that no undertaking shall occur unless and until said written agreement is reached.

10. In the event of the breach of this covenant, the SHPO or the United States of America may institute a suit to enjoin any undertaking by an *ex parte* application for a temporary and/or permanent injunction; demand that the Property be restored to the condition required by the SHPO; enter upon the Property, correct any breach, and hold the Grantee responsible for the resulting costs. Grantor's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantor at law or equity. If Grantee is found to have breached any of Grantee's obligations under this covenant, the Grantee shall reimburse Grantor (or any other enforcer of this covenant) for any costs incurred by the Grantor (or such other enforcer of the covenant), including court costs, reasonable attorney's fees, and restoration costs. Grantee acknowledges and agrees that Grantor may place a lien against the Property, at any time even prior to obtaining a judgment, to secure payment for costs allowed under this covenant if Grantee does not pay such costs within forty-five (45) days of being presented with an invoice from the Grantor.
11. Grantor hereby reserves the right for the SHPO and/or for the Grantor, or their agents, to enter the Property upon reasonable notice to the Grantee for the purpose of inspecting the Property to determine whether there is compliance by the Grantee with the terms of this covenant. Grantee covenants to cooperate in determining a date and time for such inspections and to provide for such inspections in all leases with its tenants.
12. Grantee covenants and agrees that no waiver of any term or condition of the covenant shall have any force or effect unless it is in writing and approved by the Grantor. No failure on the part of the Grantor to enforce any covenant or condition herein nor the waiver of any right there under by Grantor shall discharge or invalidate such covenant or provision of any other covenant, condition, or provision hereof, or affect the right of the Grantor to enforce the same in the event of a subsequent breach or default.
13. These restrictions shall be binding on the Grantee and all Parties; hereto, their successors, and assigns in perpetuity; however, the SHPO may, for good cause, and with the concurrence of the ACHP, modify or cancel any or all of the forgoing restrictions upon written application of the Grantee, its successors, or assigns.
14. Grantee covenants for itself and its successors and assigns that any and all covenants described in this covenant shall run with the land and bind the Grantee and any successors and assigns of the Grantee to the restrictions, agreements and

promises made in such covenants in perpetuity. Grantee further covenants for itself and its successors and assigns, to be bound by these covenants and subject to Grantor's reserved easement for inspection. The Grantor shall be deemed to be a beneficiary of all covenants, easements and warranties without regard to whether the Grantor remains the owner of any land or interest in the locality of the Property hereby conveyed, and shall have the right, together with the SHPO, the primary enforcer of this covenants, to enforce these covenants in any court of competent jurisdiction.

15. The acceptance of the Delivery of the Quitclaim Deed, of which this Historic Preservation Covenant is a part, shall constitute conclusive evidence of the agreement of the Grantee and any successors or assigns to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.

- B. Signage. The Grantee may rename the Property; however, the location, size, and materials of the new sign must be reviewed by the SHPO prior to installation.
- C. Public Access to Murals. The Grantee agrees for itself, its successors and assigns, to provide some public access to the Artwork entitled, "Nemesis" by Thomas Gilbert White, which was commissioned by the Department of the Treasury.
- D. Reversionary Clause. If Grantee or its successors or assigns fail, or no longer desire to provide protection and maintenance of the Artwork, then the Artwork will, at the option of the United States of America, revert thereto.