

Attachment A

PRESERVATION COVENANT

Covenant. 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 land and building comprising the Property as described above in this Deed, identified on a 0.96 acre parcel located at 100 Bluestone Road in the City of Mount Hope, Fayette County, West Virginia containing the Federal Building & Garage (SHPO ID: FA-0940), Fayette County tax parcel 10-08-0005-0061- 0000 (District 8, Map 5, Parcel 61), is hereby conveyed subject to the following conditions, restrictions and limitations, which are hereinafter identified and described as covenants running with the land:

1. Grantee shall preserve and maintain the Property in accordance with the recommended approaches in The Secretary of the Interior's Standards for the Treatment of Historic Properties (National Park Service, 2017) in order to preserve and enhance those character defining features that make the Property eligible for inclusion in the National Register of Historic Places.
2. No demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Property which would affect historically significant exterior features or interior spaces of the Property without the express prior written permission of the State of West Virginia through the Historic Preservation Office of the Department of Arts, Culture and History (hereafter referred to as the "SHPO") signed by a fully authorized representative thereof. The SHPO will make all reasonable efforts to respond within thirty (30) days to any submissions intended to comply with the stipulations enumerated in this paragraph. However, a lack of or delay in response from the SHPO shall not be understood or interpreted as approval of the proposed activity.
3. Grantee may carry out activities which are listed below under this condition without the express prior written permission of the SHPO, provided that Grantee ensures that they are carried out in a manner consistent with the standards set forth at Condition 1. For the purposes of this covenant, "in-kind" shall be defined as the use of materials for repairs or replacements that match the original material in design, color, texture, other visual properties, and materials:
 - a) non-decorative painting of previously painted surfaces; painting in-kind in public spaces; painting of private spaces;
 - b) wood refinishing;
 - c) cleaning and waxing of floors;
 - d) repairs to windows using in-kind materials; window cleaning;
 - e) landscaping in previously landscaped or otherwise disturbed areas provided that such activities do not go below the depth(s) of existing disturbance(s); such landscaping may include in-kind paving repair, but not the paving of previously unpaved areas, and minor plant removal / replacement in landscaped areas visible to the public (landscaping does

not include new construction);

- f) heating, ventilation, and air conditioning systems repairs, or plumbing and electrical repairs in-kind that will not require new penetrations of building fabric.

4. Grantee shall be allowed to respond to an emergency as required by law, or as directed by governmental authorities, or as necessary to protect life and property (due to an "Act of God"), without violation of this agreement, and will notify the SHPO of such actions with 72 hours of the event.

5. The SHPO shall be permitted to inspect the Property upon reasonable notice to the Grantee in order to ascertain if the above conditions are being observed.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, SHPO may, following reasonable notice to Grantee, institute suit to enjoin said violation or to require the restoration of the Property. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees. For the purposes of this stipulation, "reasonable notice" shall be defined as notification in writing or via electronic communication (e.g., e-mail) followed by a period no less than thirty (30) days for response.

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

8. This covenant is binding on Grantee, its heirs, successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by 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 or any part thereof.

9. The failure of 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. The covenant shall be a binding servitude upon the Property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that Grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.