

COVENANT PROPERTY PROTECTION

I. Parties: This Agreement is by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203 and **Huerfano County**, Property Owner, 401 Main Street, Walsenburg, Colorado 81089.

II. Property: the Star Theater-Valencia Theater-Fox Theater-Youth Center Theater located at 715 Main Street, Walsenburg, Colorado , in Huerfano County, which has been listed in the State Register of Historic Properties and is more particularly described as follows:

P. M. 6th Township 28S Range 66W W ½ of NE ¼ of SE ¼ of ¼ of Section Quad Map
Walsenburg South Lot(s) Part of lots 3 & 4 Block 51 Addition Walsenburg

III. Preservation of Property:

A. EASEMENT: If required, in the sole discretion of the State, the provisions in the following paragraph are hereby incorporated into this agreement:

Easement Required: Yes No

- i. Property Owner shall place or cause to be placed on the property title a perpetual easement, which easement shall be transferred to an organization qualified to hold easements of this kind under Section 170(h)(3) of the Internal Revenue Code and Internal Revenue Service Regulations, Section 1.170A-14(c).
- ii. The easement shall, at a minimum, prohibit any alteration of the premises, which would affect the exterior appearance of the property unless first authorized by the easement holding organization with appropriate exceptions to permit routine maintenance. Other necessary language shall protect the interests of the easement holding organization in the event of damage to the property, and shall further require that the easement be transferred to a similar organization in the event that the selected organization becomes unable for any reason to perform its obligations pursuant to the easement agreement.
- iii. Property Owner agrees that the easement form and any associated costs shall be subject to the approval of the State. State shall pay the costs for the easement in the amount(s) set forth in Exhibit B.

B. COVENANT: The Property Owner hereby agrees to the following for a period of **20 years** commencing on the date it is filed with the County Recorder.

- i. Without the express written permission of History Colorado, no construction, alteration, movement, relocation or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would alter the architectural appearance of the Property, adversely affect the structural soundness of the Property, encroach on the open land area of the Property, or adversely affect such prominent landscape features as trees, hedges, fences, walls or paths. Such work, when permitted shall be performed according to the Secretary of the Interior's *Standards for the Treatment of Historic Properties and the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings*, issued and as may from time to time be amended by the U.S. Secretary of the Interior, hereinafter collectively referred to as the "*Standards*". In all events, the Property Owner further agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property according to the *Standards* so as to prevent deterioration of the Property.
- ii. In the event of severe damage or total destruction to the Property (defined, for the purpose of this provision, as sudden damage or loss caused by fire, earthquake, inclement weather, acts of the public enemy, riot or other similar casualty) not due to the fault of the Property Owner this provision shall terminate as of the date of such damage or destruction.
- iii. History Colorado, or a duly appointed representative of History Colorado, shall be permitted to inspect the Property at all reasonable times in order to ascertain if the above conditions are being observed.
- iv. When Section B is for COVENANT, within sixty (60) days of the completion of this Award, Property Owner covenants and agrees that History Colorado will record this Exhibit with the county clerk and recorder for the county in which the property is located. Property Owner further covenants and agrees that this Exhibit will constitute a binding covenant that will run with the land.
- v. When section B is for LETTER OF AGREEMENT, History Colorado will maintain record of this Exhibit until the expiration of the letter of agreement period.
- vi. The provisions of this Paragraph will cease to be effective upon the conveyance of an approved easement if such is required pursuant to EASEMENT Paragraph above.

SIGNATURE PAGE

*Persons signing for Owner hereby swear and affirm that they are authorized to act on Parties' behalf and acknowledge that the State is relying on their representations to that effect.

<p>OWNER Huerfano County</p> <p>_____</p> <p>*Signature of Authorized Officer for Owner</p> <p>Date: _____</p>
<p>_____</p> <p>Printed Name of Authorized Officer</p> <p>_____</p> <p>Title of Authorized Officer</p>

PROPERTY OWNER NOTARIZATION:

STATE OF COLORADO, Huerfano COUNTY:

On this ____ day of _____, _____, before me the undersigned, a Notary Public for said State, personally appeared _____, to me personally known, who stated that he/she is _____, that no seal has been procured by said county, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of County Commissioners, and that as such officer, he/she acknowledged that he/she executed the foregoing instrument as his/her voluntary act and the voluntary act of the county.

NOTARY PUBLIC

STATE OF COLORADO
Jared S. Polis, Governor
History Colorado
Dawn DiPrince, Executive Director or Designee

By: Dawn DiPrince, Executive Director or Designee

Date: _____

STATE OF COLORADO, CITY & COUNTY OF DENVER:

On this ____ day of _____, _____, before me the undersigned, a Notary Public for said State, personally appeared **Dawn DiPrince**, to me personally known, who stated that she is **Executive Director of History Colorado**, that no seal has been procured by said organization, and that the foregoing instrument was signed on behalf of said organization by authority of its Board of Directors, and that as such officer, she acknowledged that she executed the foregoing instrument as her voluntary act and the voluntary act of the State of Colorado-Department of Higher Education, History Colorado, the Colorado Historical Society.

NOTARY PUBLIC