

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 Board of County Commissioners of Huerfano County, Property Owner, 401 Main Street, Walsenburg, Colorado 81089.
- II. **Effective Date:** The effective date of this agreement is _____ and is the same effective date shown on the Cover Page for the Project #2024-02-024 Grant Agreement. The State and Property Owner shall not be bound by any provision of this Agreement before the Effective Date.
- III. **Property:** The real property in Huerfano County which has been listed in the State Register of Historic Properties as the Star Theater-Valencia Theater-Fox Theater-Youth Center Theater located at 715 Main Street, Walsenburg, Colorado 81089 more particularly described as

P.M. 6th Township 28S Range 66W W 1/2 of NE 1/4 of SE 1/4 of 1/4 of Section Quad Map Walsenburg South Lot(s) Part of lots 3 & 4 Block 51 Addition Walsenburg
- IV. **Preservation of Property:**
 - A. COVENANT: The Property Owner hereby agrees to the following for a period of 20 years commencing on the effective date of this agreement.
 - 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. Property insurance shall be maintained covering the building, including the premises, its equipment, and owner's interest in improvements and betterments

on an "all risk" basis, including where appropriate the perils of fire, flood, and earthquake. Coverage shall be written with a replacement cost valuation and include an agreed value provision. Coverage shall also include restoration back to the original state. The deductible amount shall not exceed \$25,000.

- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.

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 SIGNATURE</p> <p>Board of County Commissioners of 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 entity, and that the foregoing instrument was signed on behalf of said entity by authority of its Board of Trustees/Directors, 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 entity.

NOTARY PUBLIC

<p style="text-align: center;">STATE OF COLORADO SIGNATURE</p> <p style="text-align: center;">Jared S. Polis, Governor History Colorado Dawn DiPrince, President/CEO or Designee</p> <hr/> <p style="text-align: center;">By: Dawn DiPrince, President/CEO or Designee</p> <p style="text-align: center;">Date: _____</p>
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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 **President/CEO 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