

Attachment C
1801 Assembly Street
Historic Covenant Disclosure

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(s) comprising the Property as described above in this Deed and shown as Tract 8, a new parcel, a portion of tax map no. R09015-05-04, having a total of 0.677 acres, shown on plat "ALTNNSPS Land Title Subdivision Boundary Survey Site GS-04-P-16-EW-P-7230" prepared by Pittman Professional Land Surveying, dated July 20, 2016 (Exhibit 1), is hereby conveyed subject to the following conditions, restrictions and limitations, which are hereinafter identified and described as covenants running with the land.

1. HISTORIC PROPERTY. Veterans Administration Regional Office (VARO) Building, located at 1801 Assembly Street, Columbia, South Carolina is individually considered eligible for listing in the National Register of Historic Places ("National Register") on August 31, 2015. The features ("Features") which make the Property eligible for listing the National Register are summarized below.
 - a. Description. The design of the late period International style building was by the local architecture firm of Lafaye, Fair, and Lafaye along with Stork and Lyles, Associated Architects. Completed in 1951, the reinforced concrete building is five stories tall with a full basement and penthouse for mechanical systems.
 - b. Significance. The Property is eligible for the National Register, at the local level of significance, under Criterion A, in the area of Government. The Property is Columbia's most intact prominent early post-World War II presence of the federal government during a time of significantly increased veteran activity. Initial planning and development of the Property was carried out under the auspices of the Federal Works Agency (FWA) Public Buildings Administration. Project management fell under the authority of the U.S. General Services Administration (GSA) with the passage of the Public Buildings Act of 1949. The Act established GSA as a successor to the FWA and authorized and appropriated money for site purchasing and planning costs for large-scale public buildings throughout the country. The Property is one of the earliest facilities built under the newly formed GSA.

The Property is also eligible under Criterion C for Architecture, at the local level of significance, as one of Columbia's most intact examples of mid-century modern architecture and as a formative design work of the Columbia-based architectural firm of LaFaye, Fair and Lafaye along with Stork and Lyles, Associated Architects. The Property has integrity of location, design, materials, workmanship, feeling and association.

- c. Site. The L-shaped building is located on Arsenal Hill, one of the highest points in Columbia at the northwest corner of the intersection of Assembly Street and Laurel Street. The selection of the prominent location was intentional to make the Property

more visible and more accessible, convenient to veterans from all parts of South Carolina. The location of the Property and nearby Federal buildings illustrates the presence of the Federal government in downtown Columbia from Reconstruction to the present. The flag pole is located within the Property's boundary, adjacent to the main entrance.

- d. Exterior Architectural Detail. The Property has a running bond, tan brick veneer exterior and is an example of the functional, post-World War II iteration of the International style common to Federal architecture during the 1950s and early 1960s. A band of granite tile panels are set along the building foundation and around the main entrance and artwork at the southeast corner on Assembly Street.

Attached aluminum letters spell out the name of the building across the entrance canopy. Limestone panels individually frame the first story windows and limestone detailing is also engaged along the cornice and in the rectangular stringcourses around the horizontal window bands on the upper levels. Cantilevered limestone window hoods project over upper level windows on the building's south face on Laurel Street. All windows are single pane glass and aluminum frame units.

- e. Artwork Commission. Edmond Amateis, a Beaux-Arts trained sculptor, was commissioned for a sculpture ("Artwork") begun in 1952 and completed in 1953. Amateis' artwork depicts a theme of Agriculture featuring Thomas G. Clemson, a prominent South Carolina agriculturist, instructing farmers in scientific farming. The sculpture features symbols and images that represent equal rights and opportunity for African Americans amidst South Carolina crops and agriculture. Although added after completion of the Property, the Artwork is site-specific. The Artwork shall be considered as part of the Property and must remain in its current location.

Identification: The Artwork is 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: FA4839
Title: *Agriculture and Thomas G. Clemson*
Type: Granite sculpture
Location: Main entrance, Assembly Street
Size: 20' x 10'

Maintenance and Conservation: The Grantee, and/or its successors and assigns, and every other part with title to, interest in and/or possession of the Property will be responsible for the maintenance and conservation of the Artwork (see Exhibit 2: Cyclic Maintenance Form). 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 by the Grantee to remove graffiti of any kind in a timely manner.

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 Grantee, its successors and assigns, and any other party in title, interest or possession of the Property will provide a completed art inspection form (Forms attached as Exhibit 3) 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 and be sent shortly thereafter, by the Grantee, to the Regional Fine Arts Officer in GSA, Regional Office building in Atlanta, Georgia.

- f. Entrance vestibule and Lobby. The entrance vestibule and lobby has terrazzo tile floors, marble panel walls, terra cotta tile ceilings with a painted stucco finish. In addition, metal grill work is in the vestibule and an aluminum clock is in the lobby.
 - g. Interior. Tenant spaces on the upper four floors feature an open floor plan with stucco covered terra cotta tile partitions. Original solid core wood doors with glass or louvered sections and metal hardware are present throughout the building.
2. **PRESERVATION.** The Grantee shall, at its own cost and expense, ensure the long-term preservation of the Property's historic significance including the Artwork's artistic significance over the reasonably foreseeable future and absent extraordinary circumstances, maintain the physical integrity of those characteristics of the property that qualify it for inclusion in the National Register as summarized in 1.a-g.
 3. **INITIAL MAINTENANCE.** Commencing on the effective date of this covenant, with the prior written consent of the GSA, which shall not unreasonably be withheld or delayed, the Grantee shall, at its own cost and expense, promptly take commercially reasonable actions to secure the Property from the elements, vandalism and arson, and shall carefully undertake any stabilization that is necessary to prevent deterioration, in accordance with the recommended approaches set forth in the "Secretary of the Interior's Standards for Rehabilitation" and "Guidelines for Rehabilitating Historic Buildings" ("Secretary's Standards") and applicable National Park Service Preservation Briefs. In any event, GSA shall respond to any request for consent for an initial maintenance plan within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given.
 4. **ONGOING MAINTENANCE.** The Grantee shall, at its own cost and expense, undertake all normal maintenance and repairs and will at all times maintain the Property in a good and sound state of repair and structural integrity, in a clean and safe condition, and in a manner that will not exacerbate the normal aging of the Property nor accelerate its deterioration, all in accordance with the recommended approaches set forth in the Secretary's Standards.
 5. **WORK AND SUBMISSIONS.** Grantee shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, demolition, or other activity, or permit

any period of inaction over two years, which would affect or alter in any material way the Features of the Property which make the Property eligible for listing in the National Register without first delivering to the GSA for review and consent the information (including plans, specifications, and designs where appropriate) identifying any proposed permanent changes to the Property along with photographs of the areas to be affected, and waiting thirty (30) days. In connection therewith, Grantee shall also submit to the GSA a timetable for the proposed activity sufficient to permit the GSA to monitor such activity. In any event, GSA shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. Proposed changes will conform to the Secretary's Standards.

6. **GROUND-DISTURBING WORK.** Grantee covenants and agrees to not perform material disturbance of any ground surface not already excavated as part of previous construction of the existing buildings on the Property without first developing a monitoring plan for consent by the GSA, which shall not unreasonably be withheld or delayed. In any event, GSA shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given.
7. **PROFESSIONAL QUALIFICATIONS.** Grantee hereby covenants and agrees that all work carried out pursuant to this covenant shall be conducted by or under the direct supervision of an individual or individuals who meets, at a minimum, the applicable Secretary of the Interior's Professional Qualifications Standards for conducting the appropriate work (48 FR 44738-9, September 29, 1983). The most recent guidance is available at http://www.nps.gov/history/local-law/arch_stnds_9.htm.
8. **CONVEYANCE.** The GSA shall be notified by the Grantee within thirty (30) days of any conveyance of some or all of the Property. Notifications shall include the name and contact information for the new owner(s).
9. **NOTIFICATIONS.** It is the responsibility of the Grantee to immediately inform GSA and the State Historic Preservation Officer (SHPO) of any change in name, mailing address, email address or phone number of any point-of-contact, as well as any conveyance. Communication required or permitted to be given under this covenant shall be sufficiently given or delivered if provided in writing and transmitted by personal messenger, certified mail, return receipt requested, or overnight delivery service with receipt confirmation to the following:
 - a. Regional Historic Preservation Officer, General Services Administration, 77 Forsyth Street, SW, Atlanta, Georgia 30303
 - b. GSA Building Manager, Strom Thurmond Federal Building, 1835 Assembly Street, Columbia, SC 29201

c. SHPO, SC Department of Archives & History, 8301 Parkland Road, Columbia, SC 29223

10. INSPECTIONS. Representatives of the GSA shall have the right to inspect the property annually within the first week of June, and shall have the right to inspect the premises from time to time, upon reasonable notice, to determine whether the Grantee is in compliance with the terms herein set forth.
11. ACCEPTANCE. The acceptance of the delivery of a Deed conveying title to the Property shall constitute conclusive evidence of the agreement of the Grantee to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.
12. SUBSEQUENT DEEDS OR OTHER LEGAL INSTRUMENTS. Grantee agrees that restrictions contained in this instrument will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantee's fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed.
13. DISPUTE RESOLUTION. Grantee hereby covenants and agrees that if a dispute arises out of or relates to this covenant, or the breach thereof, Grantee and GSA shall first seek to resolve the dispute amongst themselves in a timely manner in good faith, then if necessary by mediation, before resorting to litigation. If the dispute involves the interpretation of the Secretary of the Interior's Standards for Rehabilitation, then Grantee will notify the South Carolina State Historic Preservation Office (SHPO), in writing, and SHPO will make a reasonable effort to resolve the dispute. Grantee's responsibilities to carry out all other actions subject to the terms of this covenant that are not the subject of the dispute remain unchanged.
14. VIOLATION. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, any other interested party may, following reasonable notice to the Grantee institute suit to enjoin said violation, or to require the restoration of the condition of the improvements on the Property to that of the time of conveyance. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorneys' fees.
15. INSURANCE. Grantee at its expense shall keep the Property insured against casualty loss or damage and against liability for injury or damage to persons or property according to terms as may be reasonably required by GSA. GSA shall be named as an additionally insured party under all casualty loss or damage and liability insurance policies.
16. CASUALTY DAMAGE. Grantee agrees that if there is damage to the Property resulting from casualty loss, Grantee shall promptly take all steps necessary to render any undamaged portions or remains of the Property in a reasonably safe condition and promptly take all commercially reasonable efforts to render same in a

secure and watertight condition and to minimize additional damage to the Property. Grantee shall also repair or restore, as appropriate, the Property in compliance with the Secretary's Standards unless it is not feasible to do so because of commercial or physical infeasibility, legal requirements or other circumstances, at which point Grantee shall consult with the GSA on other redevelopment alternatives and modifications of the Property, which must adhere to the Secretary's Standards and shall be completed at the Grantee's sole cost and expense. Grantee shall, in addition to all other obligations of this covenant, promptly take all steps necessary to render any undamaged portions or remains of the Property in a reasonably safe condition and promptly take all commercially reasonable efforts to render same in a secure and watertight condition and to minimize additional damage to the Property.

17. EMERGENCY PROCEDURES. 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, without violation of this agreement, and will notify the GSA of such actions promptly.
18. PUBLIC ACCESS. Grantee covenants and agrees to make every effort to maintain reasonable public access to the Property, while providing appropriate security for Property. Should major changes in Property use become necessary, Grantee will consider those alternatives that continue to meet the public access and stewardship goals of this covenant as well as invite and consider comments from the GSA on those alternatives. Grantee further covenants and agrees to give first preference to those uses that meet the public access and stewardship goals of this covenant.
19. SIGNAGE. The Grantee may rename the Property; however, the location, size, and materials of the new sign must be reviewed by the GSA prior to installation. The original metal-lettered signage should stay in place. A new sign near the main entrance that is not physically attached to the Property may be added into the landscape within the Property boundary.
20. REVERSIONARY CLAUSE. 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 or assigns may:
 - a. 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;
 - b. 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
 - c. 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

21. AMENDMENT. Should unforeseen changes in circumstances arise, due to casualty damage, emergencies or reversion of the Artwork for which the Grantee and GSA want to amend this Historic Covenant through their mutual consent and in writing, such may occur. The revised deed will be promptly recorded again and copies sent to the SHPO and GSA.