

MEMORANDUM OF AGREEMENT

WHEREAS, the Department of Veterans Affairs (VA) has determined that the proposed construction of the 300 Bed Domiciliary/Nursing Home (Undertaking) will have an adverse effect on historic properties pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) and its implementing regulations, "Protection of Historic Properties" (36 CFR Part 800); and

WHEREAS, the Ohio Veterans Home by action of its Board of Trustees (OVH) participated in the consultation and has been invited to concur in this Memorandum of Agreement (MOA);

NOW, THEREFORE, VA, OVH, SHPO, and Council agree that the Undertaking, generally described in Appendix 'A', shall be implemented in accordance with the following stipulations in order to take into account its effect on historic properties.

STIPULATIONS

The VA, in consultation with OVH, will ensure that the following stipulations are carried out.

Stipulation 1

Extension Request

1.1 OVH shall, prior to end of the current fiscal year, request from VA a Conditional Approval of the VA grant for the Undertaking. Such Conditional Approval will extend grant funds an additional 90 days. It will permit OVH to comply with grant requirements and would allow two activities to take place:

1.1.1 reconsideration of Alternative D or a new alternative design for the nursing home that would avoid the Library (and Cottage 'M', as appropriate), and

1.1.2 provide time for interested parties to pursue the possibility of moving the Library.

Stipulation 2

Initial Demolition

2.1 In the event no acceptable alternative design for the nursing home is identified under paragraph 1.1.1, demolition of historic resources at the site which must precede construction of the 300 Bed Domiciliary/Nursing Home facility, shall be:

Building Scheduled for Initial Demolition (Initial Buildings)	Key Plan Reference
Cottage 'H'	39
Cottage 'L'	17
Cottage 'M'	18
Library (pursuant to Stipulation 4)	16

2.2 Prior to demolition of each Initial Building, OVH shall provide HABS Documentation of that building complying with requirements of Stipulation 6 and acceptable to HABS.

Stipulation 3
Deferred Demolition

3.1 OVH agrees to defer demolition of the historic resources listed in Appendix 'B' for a minimum period of time, as indicated for each resource, from the date of this MOA.

3.2 During the period of deferral, OVH shall;

3.2.1 OVH shall endeavor to find financially viable alternative uses for the Deferred Buildings.

3.2.1.1 Ohio Veterans Home (OVH) shall give first consideration to use of historic resources to house new or expanded OVH activities. In seeking facilities for new or expanded activities, OVH shall seek SHPO comments regarding the suitability of historic resources for the proposed use prior to making a determination regarding the location of the activity.

3.2.1.2 Ohio Veterans Home shall seek to bring existing economic forces in the community favoring preservation into play on behalf of the Deferred Buildings. OVH's responsibilities under this paragraph shall be fully met by preparation and implementation of a Marketing Plan as described in Stipulation 4.

3.2.2 OVH shall take reasonable care to maintain the Deferred Buildings in their current condition subject to normal wear and tear. For purposes of this MOA, reasonable care shall include requirements of Appendix 'C'.

3.3 As financially viable alternative uses are identified under paragraph 3.2.1, OVH shall give consideration to each Deferred Building remaining unused in order based upon its priority as listed in Appendix 'B'.

Stipulation 4
Library

4.1 OVH shall cooperate with efforts of SHPO and other interested parties in endeavoring to make Suitable Arrangements for moving the Library to a location at the Ohio Veterans Home site. Such new location shall be agreed to by OVH and the SHPO.

4.1.1 OVH shall delay demolition of the Library as long as possible in its cooperation with efforts to make Suitable Arrangements to move the Library. In any event, OVH shall not permit demolition of the Library before January 1, 1980.

4.2 Suitable Arrangements shall include completion of the move so as not to delay construction of the Undertaking or otherwise cause or expose VA or OVH to suffer damages as a result of the move.

4.3 Suitable Arrangements shall include raising and assignment of sufficient funds to pay costs of moving the Library by qualified professional building movers, new foundations, associated work, and repairs/replacements to grounds and existing improvements to remain at the Ohio Veterans Home site.

4.4 In the event Suitable Arrangements for moving the Library can not be made, the Library shall be retained on the list of Initial Buildings and subject to the provisions of Stipulation 2 - Initial Demolition.

Stipulation 5
Marketing Plan

5.1 In consultation with SHPO, OVH shall prepare a Marketing Plan for the Deferred Buildings. OVH shall retain a consultant, or other qualified professional, (Consultant) to advise and assist it in preparing and implementing the Marketing Plan. The Consultant shall be acceptable to OVH and SHPO. The Marketing Plan shall include the requirements listed in Appendix 'D'. OVH shall submit its proposed Marketing Plan to SHPO for review and approval within 180 days of the date of this MOA.

5.2 During the entire Deferred Period, the Marketing Plan shall provide for the lease of historic resources for uses OVH determines are compatible with OVH activities at the site. In accordance with its charter, OVH shall not be required to accept uses which are not related to serving veterans. OVH shall not unreasonably withhold its acceptance of an alternative use by a proposed leasee.

5.2.1 Subject to Ohio Department of Administrative Services and Ohio Attorney General approval, deferred Buildings shall be leased for One Dollar annually plus reasonable expenses for utilities and maintenance of buildings and grounds. OVH shall seek legislative budget authority to provide for financial assistance to leasees in the amount of the Initial Funds (see Appendix 'B').

5.3 Upon the SHPO's agreement with the Marketing Plan, OVH shall implement the plan.

5.4 OVH shall review all offers in consultation with the SHPO prior to acceptance. OVH shall ensure that lease or transfer of the property incorporates provisions of the covenant attached hereto as Appendix 'E'.

Stipulation 6
Recording Historic Resources

6.1 OVH shall, in accordance with other provisions of Stipulation 6, make a record of historic resources prior to:

- .1 Demolition of historic resources.
- .2 Substantial alteration of historic resources.
- .3 Lease or transfer without preservation covenants.
- .4 Moving of Library under provisions of Stipulation 4.

6.2 When required by this MOA, OVH shall make a record of historic resources so that there will be a permanent record of their history and appearance (HABS Documentation). The Historic American Building Survey (HABS) (National Park Service, Mid Atlantic Regional Office, Customs House, 2nd Floor, 2nd & Chestnut Streets, Philadelphia, PA 191106) shall be contacted to determine what documentation is required. All documentation must be accepted by HABS, and SHPO notified of its acceptance, prior to demolition, substantial alteration, or lease or transfer of the property.

6.3 OVH shall provide a copy of HABS Documentation to the local public library or historical society for public use.

Stipulation 7
Alterations to Historic Resources

7.1 Substantial alterations undertaken by OVH to Deferred Buildings shall be done in accordance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Standards).

7.2 Plans for substantial alterations shall be developed in consultation with SHPO and then submitted to SHPO for review and approval at 25%, 50%, and 75% design stages. The SHPO shall provide its comments within 30 days of receipt of a submittal.

7.3 For purposes of this Stipulation 7, Substantial Alterations are defined in Appendix 'F'.

Stipulation 8
Review and Modification

8.1 This MOA shall be reviewed by VA, OVH, SHPO, and Council 12 months from the date of this MOA to determine if any of the terms of the Agreement cannot be met or if a change is necessary. If any of the signatories to the MOA determines that its terms cannot be met, that signatory shall immediately request the other parties to consider an amendment or addendum to the MOA. Such an amendment or addendum shall be executed in the same manner as the original MOA.

8.2 OVH shall provide SHPO and Council semi-annual status reports on progress made to meet stipulations of this MOA.

Execution of this MOA and carrying out its Stipulations evidences that the Department of Veterans Affairs and the Ohio Veterans Home have fulfilled their obligations under Section 106 of the National Historic Preservation Act in connection with the Undertaking and that the Department of Veterans Affairs have taken into account the effects of the Undertaking on historic properties.

DEPARTMENT OF VETERANS AFFAIRS

By: *Robert L. Neary, Jr.*
ROBERT L. NEARY, JR., Director
Office of Planning/Development (086)

Date: 9-15-89

OHIO HISTORIC PRESERVATION OFFICE

By: *W. Roy Luce*
State Historic Preservation Officer

Date: 9/13/89

ADVISORY COUNCIL ON HISTORIC PRESERVATION

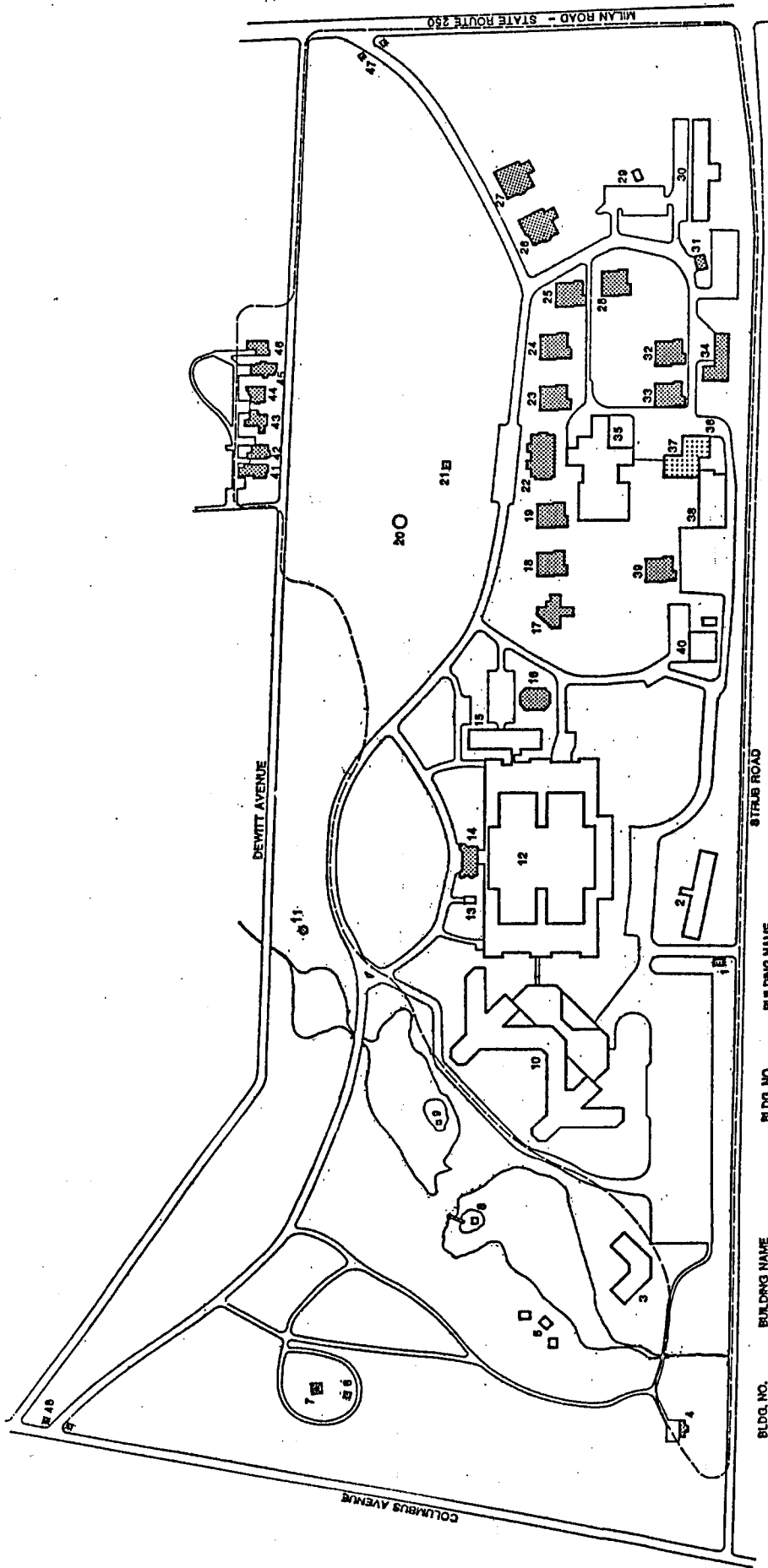
By: *Robert W. Bush*
Executive Director

Date: 9/15/89

Concur
OHIO VETERANS HOME, SANDUSKY, OHIO

By: *John F Weeks*
Director *DM*

Date: 13 Sept 89



SITE PLAN - OHIO VETERANS' HOME

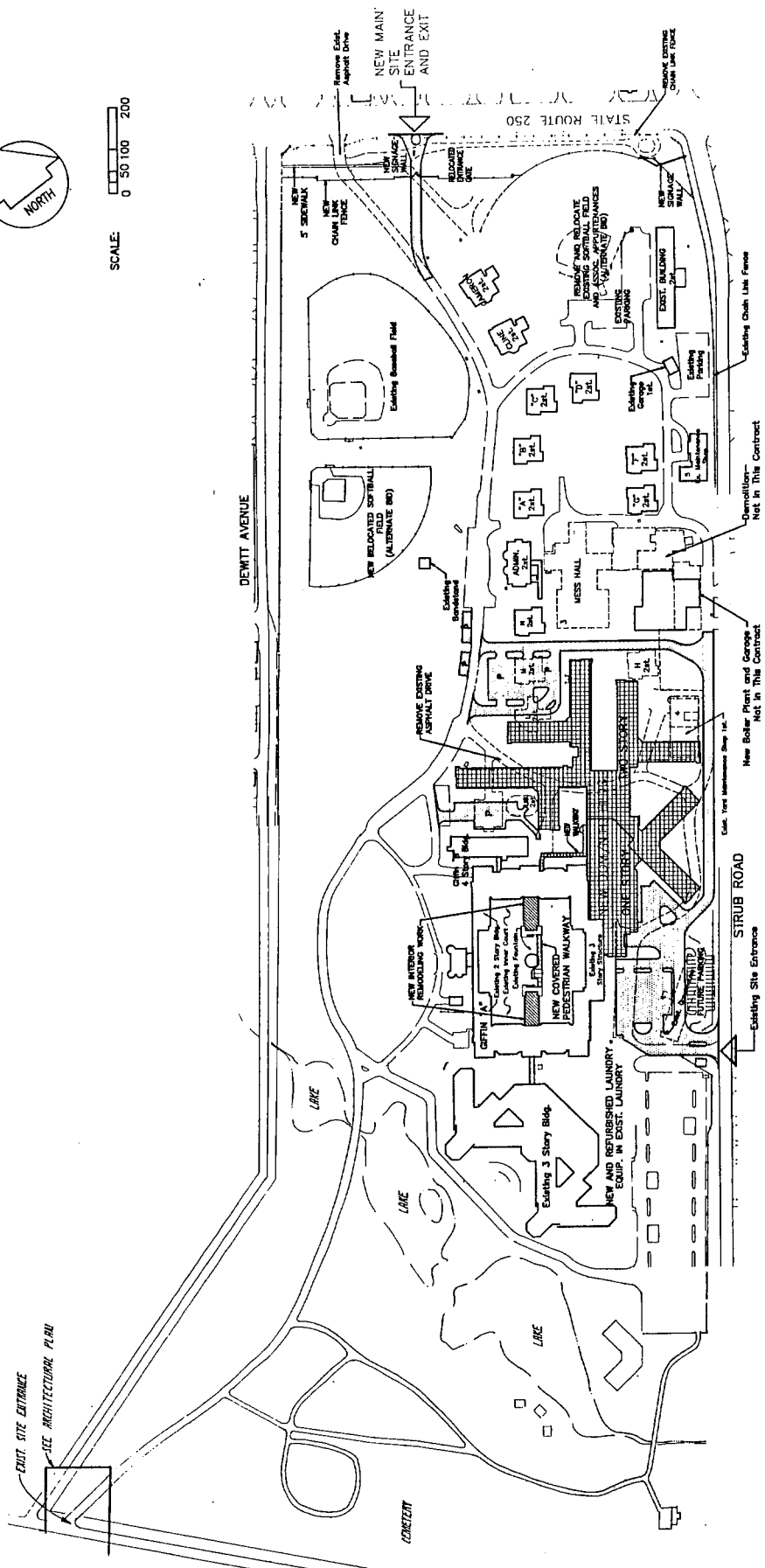
KEY PLAN

- KEY TO SYMBOLS**
- Buildings that contribute to the Historic Character of the site
 - Buildings that do not contribute to the Historic Character of the site
 - Buildings subject to previous Memorandum of Agreement
 - National Register Boundary
 - Cottage Buildings previously demolished

BLDG. NO.	BLDG. NAME	BLDG. NO.	BLDG. NAME	BLDG. NO.	BLDG. NAME
1	Guard House	24	Cottage "B"	31	Recreation Hall
2	Greenhouse	25	Cottage "C"	32	Garage "A"
3	Storage Garage	26	Cottage "D"	33	Cottage "C"
4	Plank Shelter (3)	27	Cottage "E"	34	Mess Hall
5	Cemetery Building	28	Fieldhouse	35	Maintenance Shops
6	Monument	29	Recreation Hall	36	Mess Hall
7	Shelter	30	Garage	37	New Gas Meter Building
8	Shelter	31	Garage "B"	38	Boiler House
9	Shelter	32	Cottage "C"	39	Coal Storage
10	Secretariat Nursing Home	33	Cottage "D"	40	Coal Storage
11	Old Gas Meter	34	Maintenance Shops	41	Coal Storage
12	Giffin "A" Building	35	Mess Hall	42	Coal Storage
13	Garage	36	Mess Hall	43	Coal Storage
14	Garage	37	New Gas Meter Building	44	Coal Storage
15	Garage	38	Boiler House	45	Coal Storage
16	Garage	39	Coal Storage	46	Coal Storage
17	Garage	40	Coal Storage	47	Coal Storage
18	Garage	41	Coal Storage	48	Coal Storage
19	Garage	42	Coal Storage		
20	Garage	43	Coal Storage		
21	Garage	44	Coal Storage		
22	Garage	45	Coal Storage		
23	Garage	46	Coal Storage		
24	Garage	47	Coal Storage		
25	Garage	48	Coal Storage		



SCALE: 0 50 100 200



UTILITIES

CELLULAR GAS
LUDWIG, 1301 S. 44th ST.
CINCINNATI, OHIO 45228
(616) 881-1111

COAL GAS
1200 N. WILSON, W. 4415
CINCINNATI, OHIO 45212
1-800-377-3000

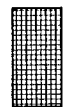
ELEC. COUNTY SANITARY ENGINEERS
1500 S. 44th ST.
CINCINNATI, OHIO 45228
P.O. BOX 300
CINCINNATI, OHIO 45201
TEL. 524-2222


SEWER
SEWER ENGINEER
1400 S. 44th ST.
CINCINNATI, OHIO 45228
(616) 822-7420


WATER
WATER ENGINEER
1400 S. 44th ST.
CINCINNATI, OHIO 45228
(616) 822-7420

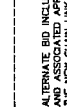
DRUG VETERANS HOME
2450 PROSPECT AVE.
CLEVELAND, OHIO 44115
(216) 421-1000

LEGEND

 NEW CONSTRUCTION

 NEW REMODELING WORK

 NEW PAVING
P - PROPOSED PARKING

 REMOVE EXISTING CONSTRUCTION

ALTERNATE BID INCLUDES RELOCATION OF EXISTING SOFTBALL FIELD TO WEST SIDE OF DEWITT AVENUE. THE NEW CHAIN LINK FENCE ALONG STATE ROUTE 250.

DEMOLITION NOTES

REMOVE EXISTING TWO STORY BUILDINGS
FILL AND SEED

1. LIBRARY
2. COTTAGE
"H" "L" "M"

3. MESS HALL 1st.
4. YARD MAINTENANCE SHOP
5. GREEN HOUSE 1st.

Voinovich Companies
UNIVERSITY SQUARE BUILDING
2450 PROSPECT AVE.
CLEVELAND, OHIO 44115

Appendix 'A'
Page 1 of 9
O.C.P.'S. NO. 421-MLK #21

PROJECT NUMBER
1516

PROJECT TITLE
300 BED DOMICILIARY/NURSING HOME
OHIO VETERANS HOME-SANDUSKY, OHIO
PREPARED FOR STATE OF OHIO DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC CARE

SHEET NO.
SW-1
OF

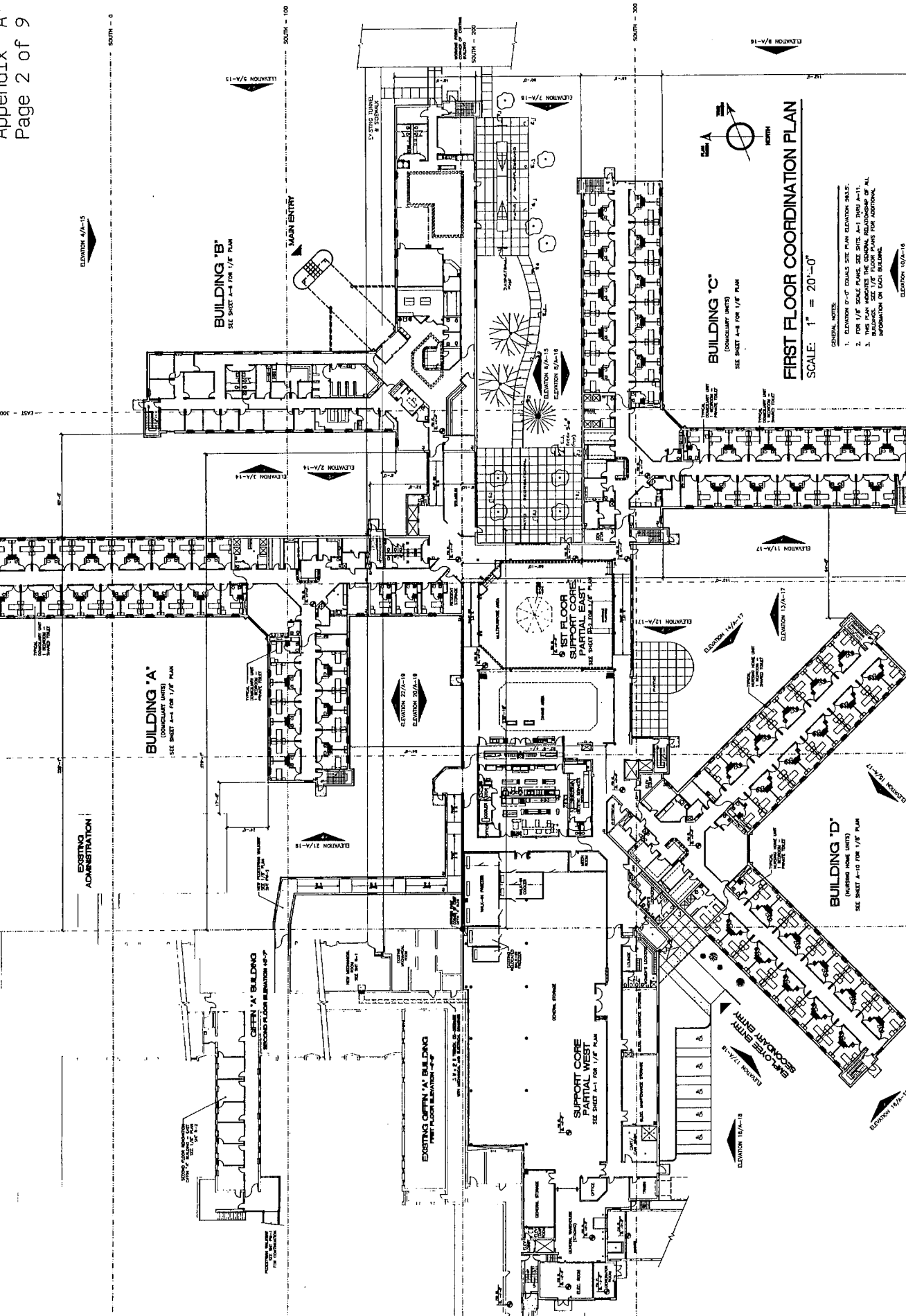
<p>REVISIONS</p>		<p>REMARKS</p>	

The Vorovich Companies
 UNIVERSITY SQUARE BUILDING
 2450 PROSPECT AVE.
 CLEVELAND, OHIO 44115

PROJECT NO. 430-88-008
 SHEET NO. C-1

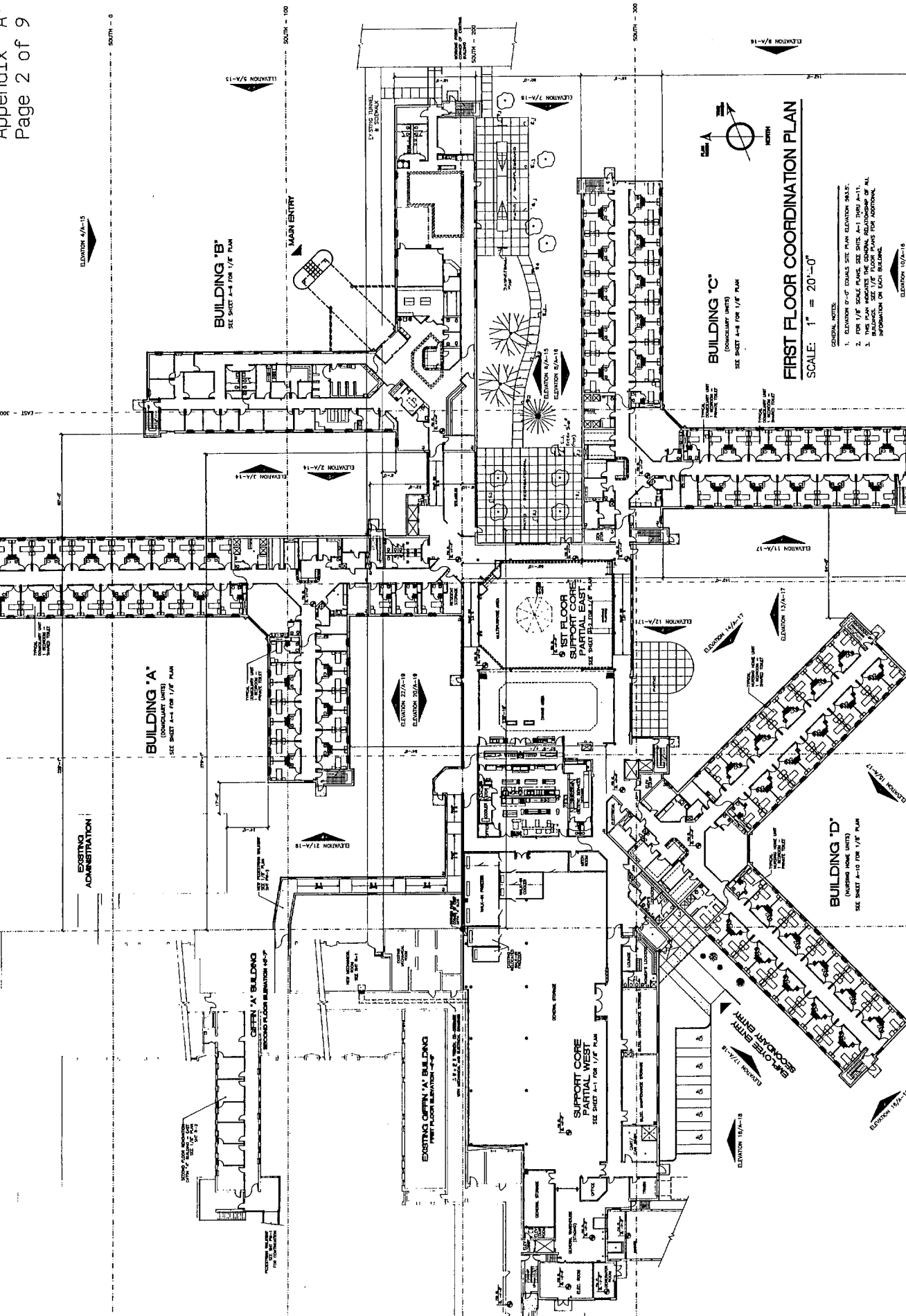
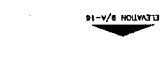
FOR THE BOARD OF COMMONS
 300 BED DOMESTIC/INTERNATIONAL HOME
 PROJECT NO. 430-88-008
 PREPARED BY THE ARCHITECTURAL FIRM OF VOROVICH & COMPANY, INC.
 10000 W. 12TH AVENUE, SUITE 100, CLEVELAND, OHIO 44120

Appendix 'A'
 Page 2 of 9



FIRST FLOOR COORDINATION PLAN
 SCALE: 1" = 20'-0"

- GENERAL NOTES:
- ELEVATION E-O OF DETAILS SEE PLAN ELEVATION SCHEDULE.
 - FOR 1/8" SCALE PLANS SEE SHEETS A-1 THRU A-11.
 - THIS PLAN IS A COORDINATION PLAN AND DOES NOT PROVIDE ALL INFORMATION ON EACH BUILDING.

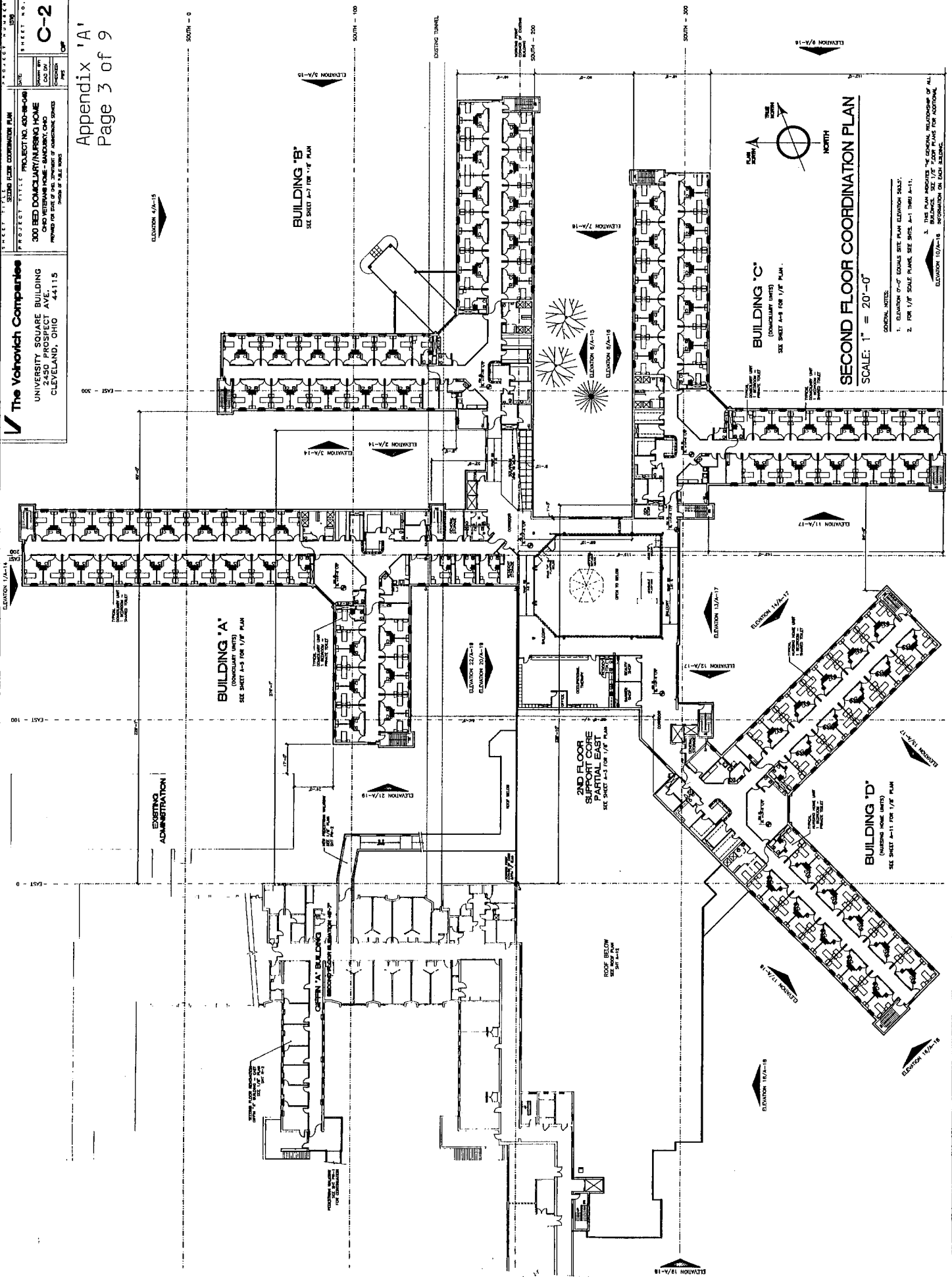


The Veinovich Companies
 UNIVERSITY SQUARE BUILDING
 2450 PROSPECT AVE.
 CLEVELAND, OHIO 44115

SECOND FLOOR COORDINATION PLAN
 PROJECT TITLE PROJECT NO. 400-88-048
 300 BED DOMICILIARY/NURSING HOME
 OHIO VETERANS HOME - SANDUSKY, OHIO
 PREPARED FOR STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
 DIVISION OF PUBLIC WORKS

SHEET NO. **C-2**

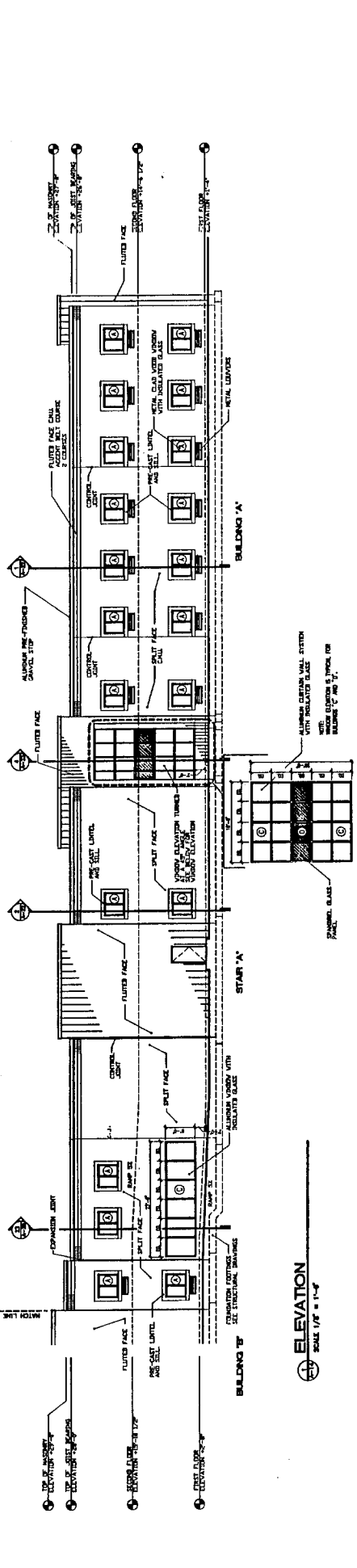
Appendix 'A'
 Page 3 of 9



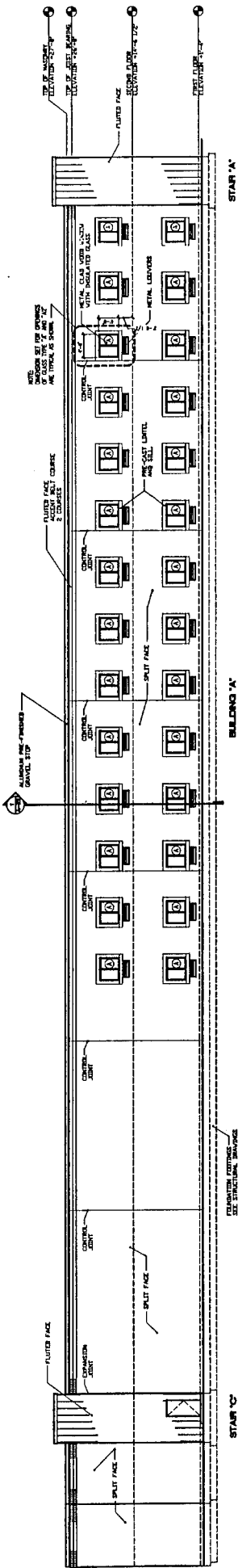
SECOND FLOOR COORDINATION PLAN
 SCALE: 1" = 20'-0"

- GENERAL NOTES:
- ELEVATION D-C EQUALS SITE PLAN ELEVATION SALS.
 - FOR 1/8" SCALE PLANS, SEE SITS. A-1 THRU A-11.
 - THIS PLAN INDICATES THE GENERAL RELATIONSHIP OF ALL EXISTING AND PROPOSED PLANS FOR ADDITIONAL INFORMATION ON EACH BUILDING.

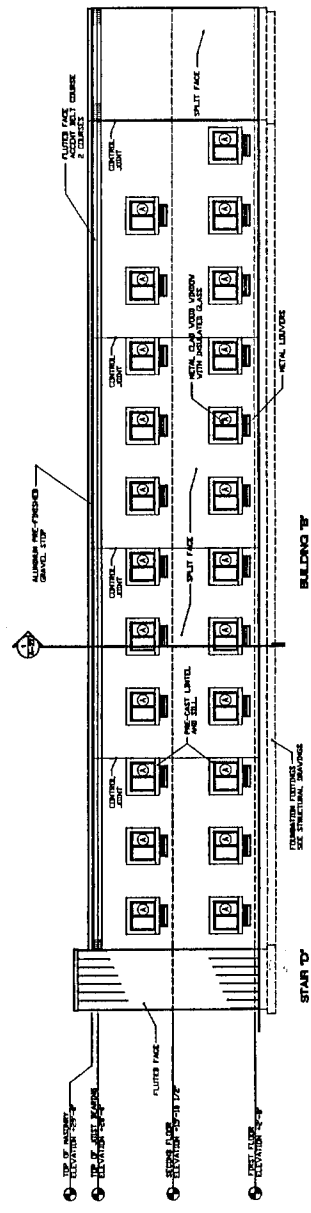
- GENERAL NOTES:
- 1. ELEVATION 8'-0" EQUALS SITE PLAN ELEVATION 80'-0"
 - 2. FINISH FLOOR OR FOUNDATION LAYOUT SEE STRUCTURAL DRAWINGS
 - 3. (C) INDICATES GLASS TYPE, FOR INFORMATION
 - 4. (S) INDICATES GLASS TYPE, SEE SPECIFICATIONS



ELEVATION
SCALE 1/8" = 1'-0"



ELEVATION
SCALE 1/8" = 1'-0"



ELEVATION
SCALE 1/8" = 1'-0"

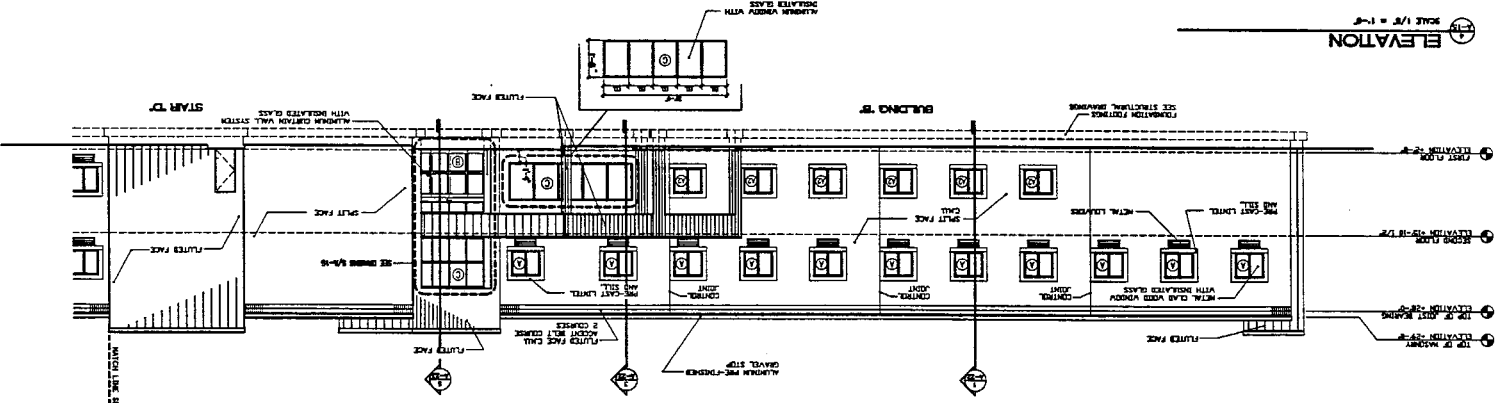
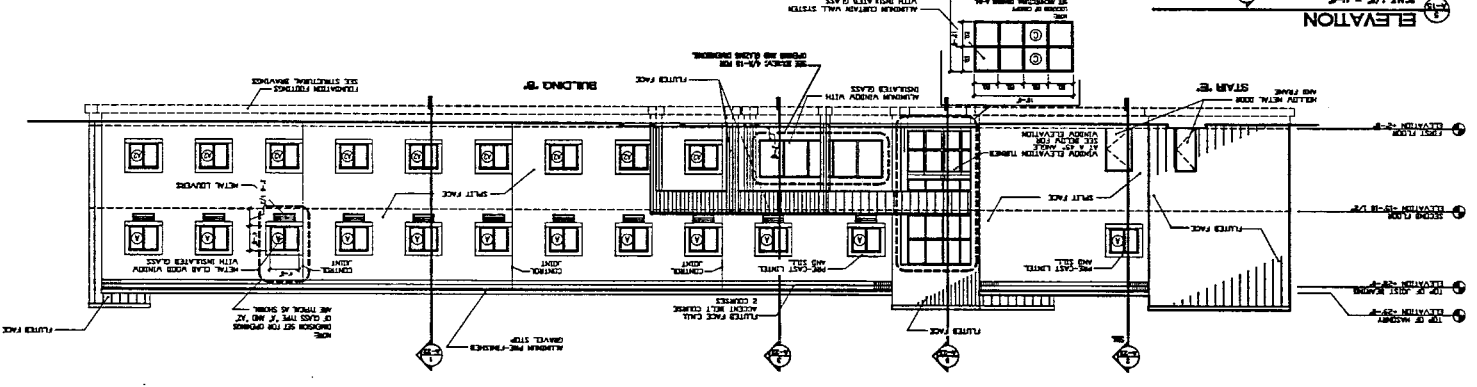
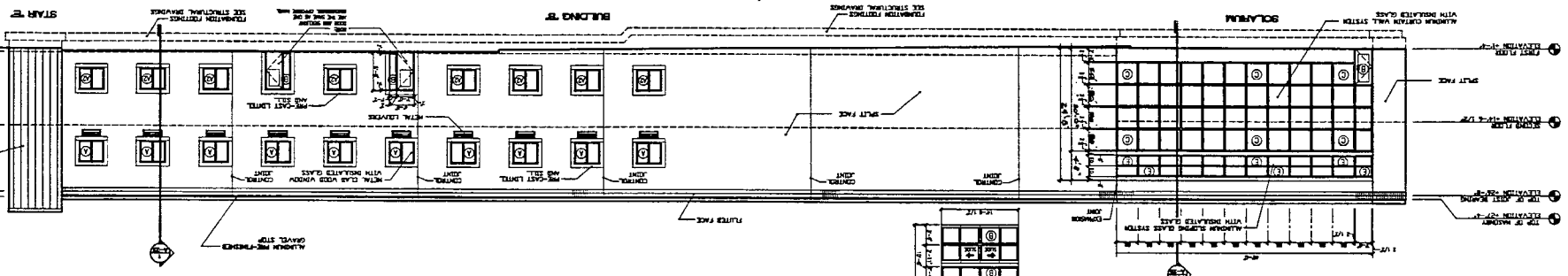
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PROJECT TITLE	300 BED DOMICILIARY/INPATIENT HOME
OWNER	OHIO VETERANS HOME - MARIETTA, OHIO
DESIGNER	THE VOLKOVICH COMPANIES
DATE	10/11/15
SCALE	AS SHOWN
PROJECT NO.	A-14
SHEET NO.	04

The Volkovich Companies
UNIVERSITY SQUARE BUILDING
1200 EAST AVENUE
CLEVELAND, OHIO 44115

REVISIONS:	DATE:

REVISIONS:	DATE:

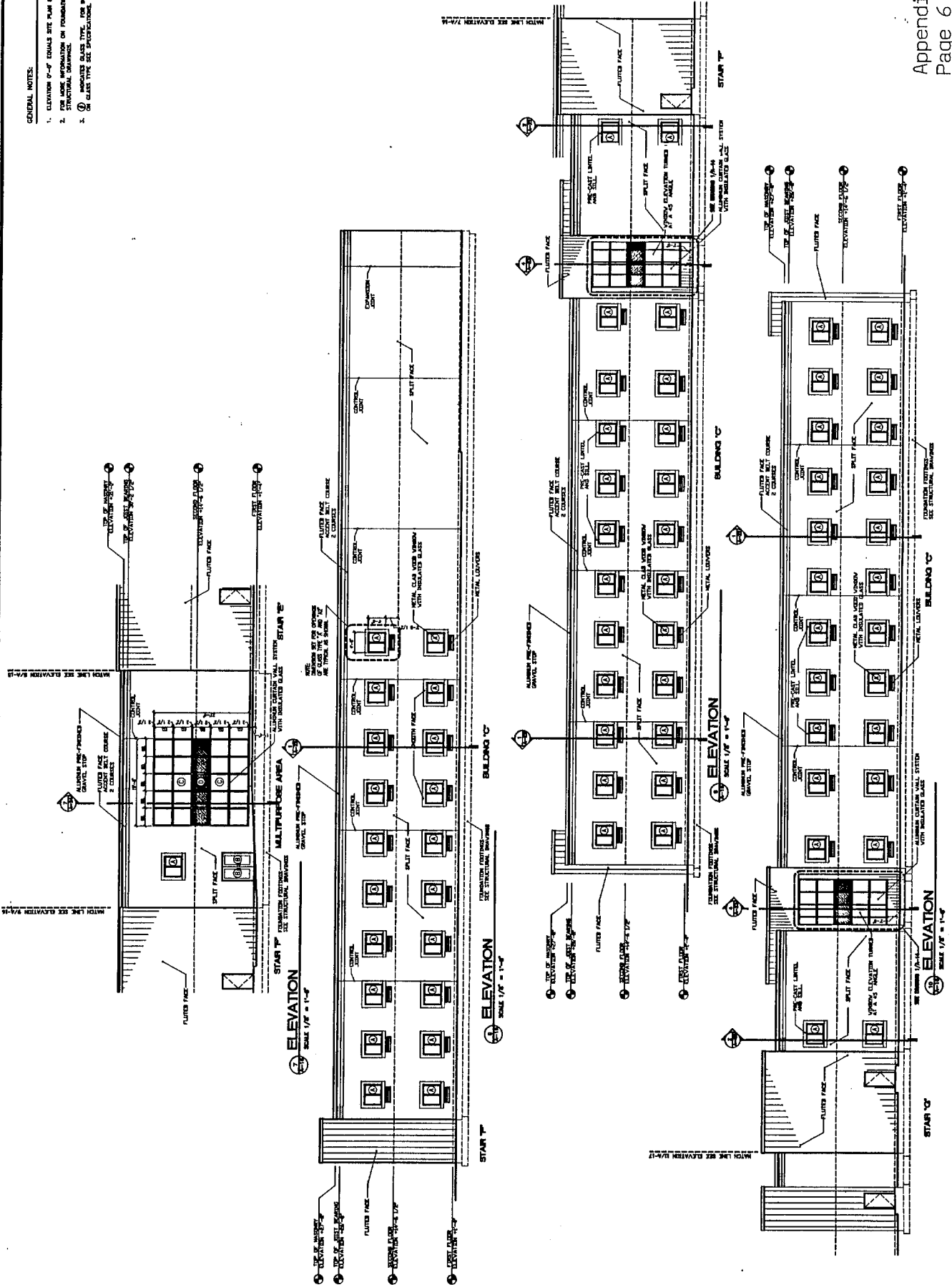
Appendix 'A'
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GENERAL NOTES:
 1. ELEVATION "A" EQUALS SITE PLAN ELEVATION "A-15"
 2. FOR MORE INFORMATION ON FOUNDATION LAYOUT SEE STRUCTURAL DRAWINGS.
 3. INDICATES GLASS TYPE FOR INFORMATION ON GLASS TYPE SEE SPECIFICATIONS.

GENERAL NOTES:

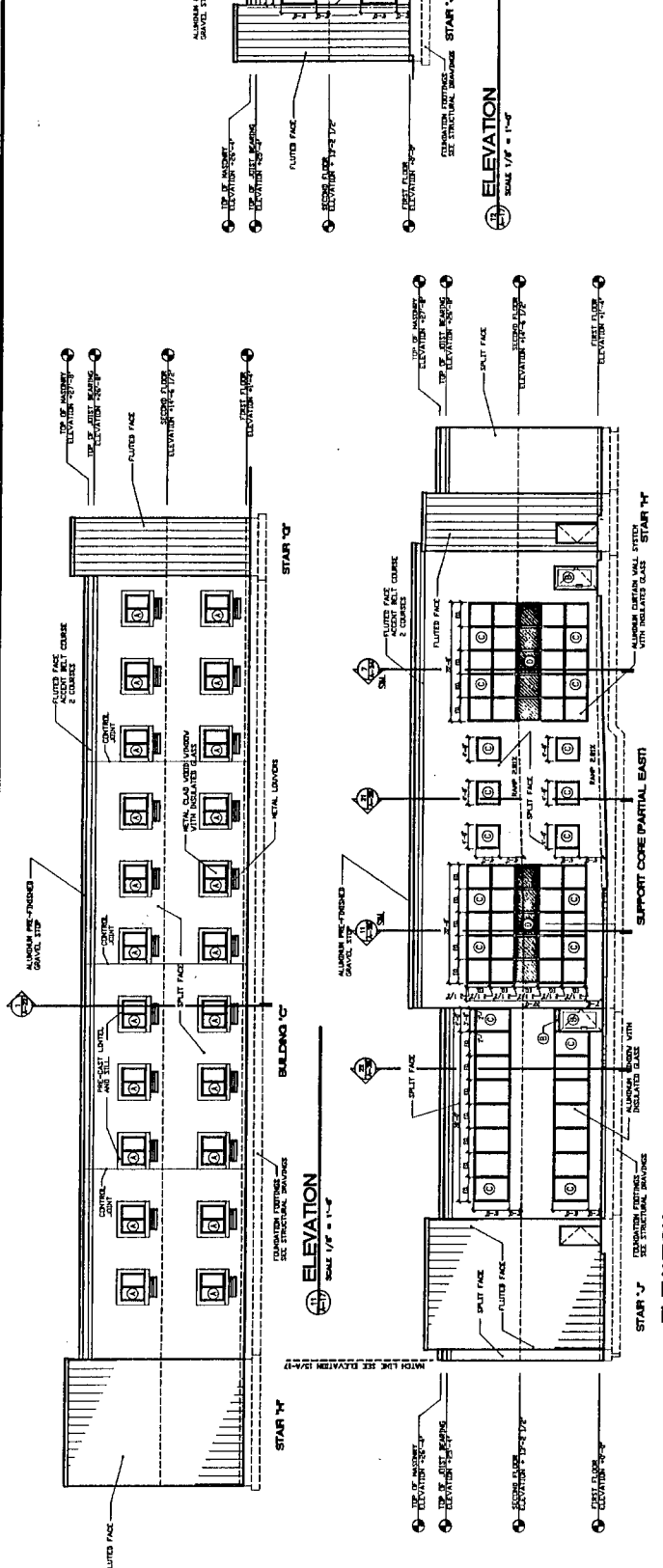
1. ELEVATION 2'-0" EQUALS SITE PLAN ELEVATION 180'-0"
2. FOR LINES, MEASUREMENTS OR FOUNDATION LAYOUT SEE STRUCTURAL DRAWINGS
3. ① INDICATES GLASS TYPE, FOR INFORMATION OF CLASS TYPE SEE SPECIFICATIONS



Appendix 'A'
Page 6 of 9

<p>PROJECT NO. 430-88-048 300 BED DOMICILIARY/NURSING HOME OHIO VETERANS HOME - SANDUSKY, OHIO PREPARED FOR STATE OF OHIO, DIVISION OF ARCHITECTURE SERVICES DRAWING BY: [Signature]</p>		<p>PROJECT NUMBER: [Blank] SHEET NO.: [Blank] DATE: [Blank] SCALE: [Blank] DRAWN BY: [Blank] CHECKED BY: [Blank] TITLE: [Blank]</p>
<p>The Vohovich Companies UNIVERSITY SQUARE BUILDING 2450 PROSPECT AVE. CLEVELAND, OHIO 44113</p>		<p>PROJECT TITLE: [Blank] ELEVATIONS: [Blank]</p>

- GENERAL NOTES:**
- ELEVATION 0'-0" EQUALS SITE PLAN ELEVATION 363'-4"
 - FOR MORE INFORMATION ON FOUNDATION LAYOUT SEE STRUCTURAL DRAWINGS.
 - ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 - GLASS TYPE SEE SPECIFICATIONS.



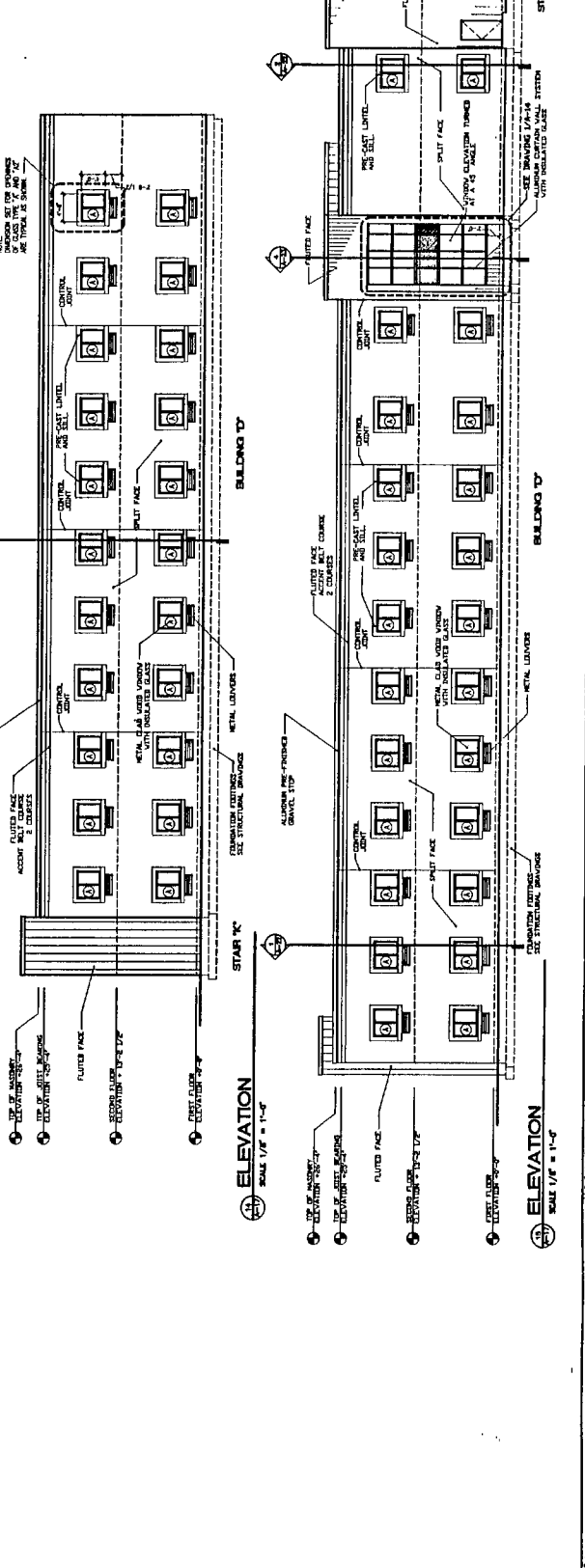
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SCALE 1/8" = 1'-0"

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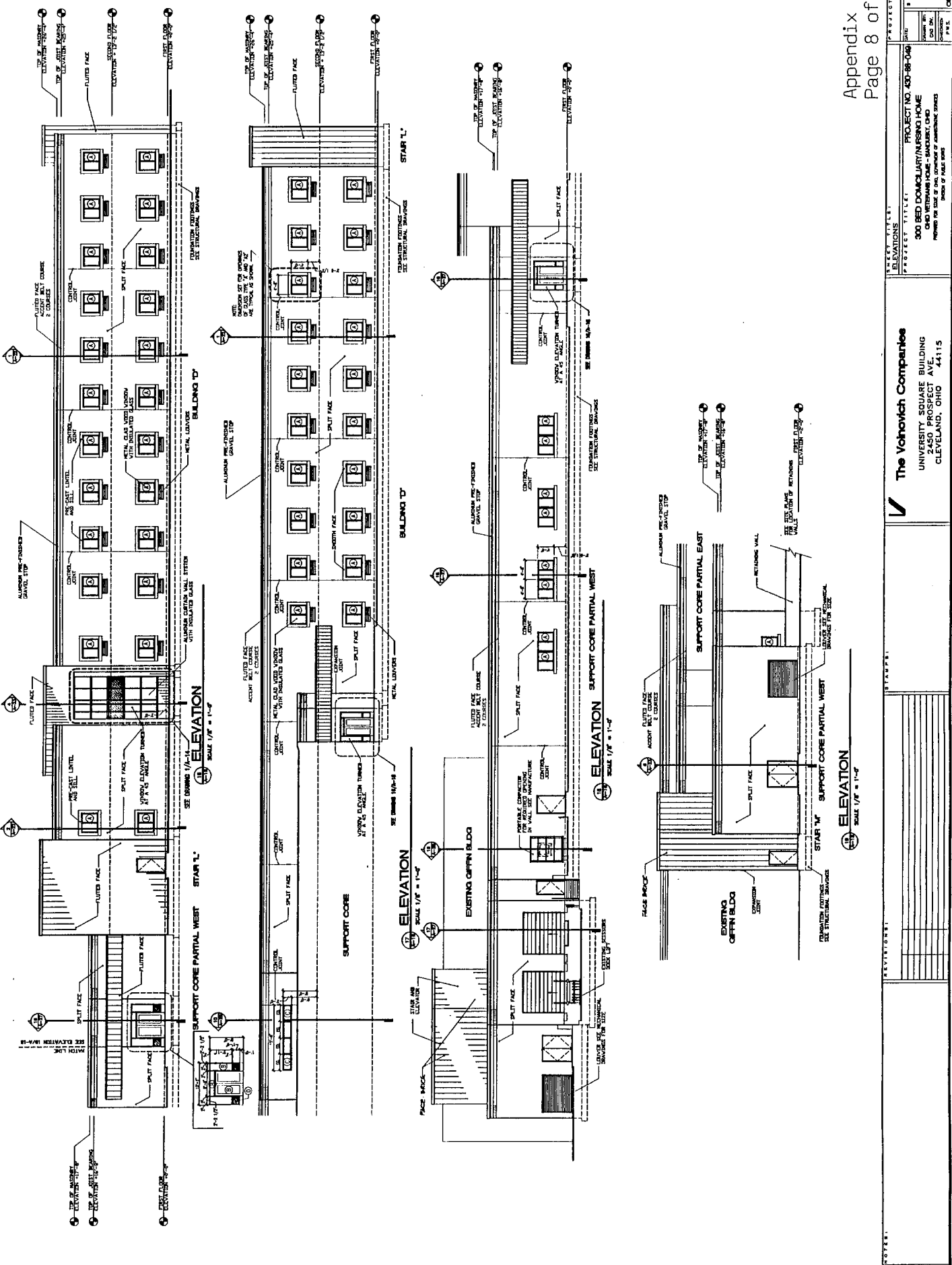
ELEVATION
SCALE 1/8" = 1'-0"

<p>The Volkovich Companies UNIVERSITY SQUARE BUILDING 10000 UNIVERSITY AVENUE CLEVELAND, OHIO 44115</p>		<p>PROJECT NO. 600-88-048 300 BED DOWNSHIFT/NURSING HOME CAMPUS DEVELOPMENT REMOVED FOR SIZE OF FACE, CONTINUED 7 CORNERSTONE SPACE SECTION OF FACE SHOWN</p>												
<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION										<p>PROJECT NUMBER: 600-88-048 SHEET NO. A-17</p>	<p>DATE: </p>
NO.	DATE	DESCRIPTION												

The Volkovich Companies
UNIVERSITY SQUARE BUILDING
2450 PROSPECT AVE.
CLEVELAND, OHIO 44115

PROJECT TITLE: 300 BED DOMICILIARY/NURSING HOME
PROJECT NO. 437-88-006
SHEET NO. 18
SHEET TOTAL: 18

PROJECT NUMBER: 437-88-006
SHEET NO. 18
SHEET TOTAL: 18



REVISIONS:
DATE: _____
BY: _____

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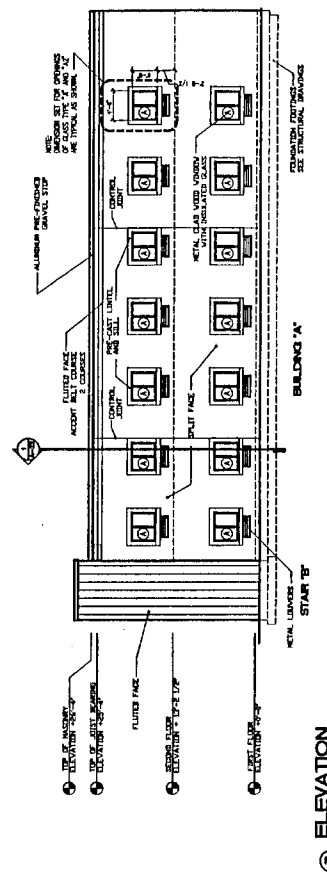
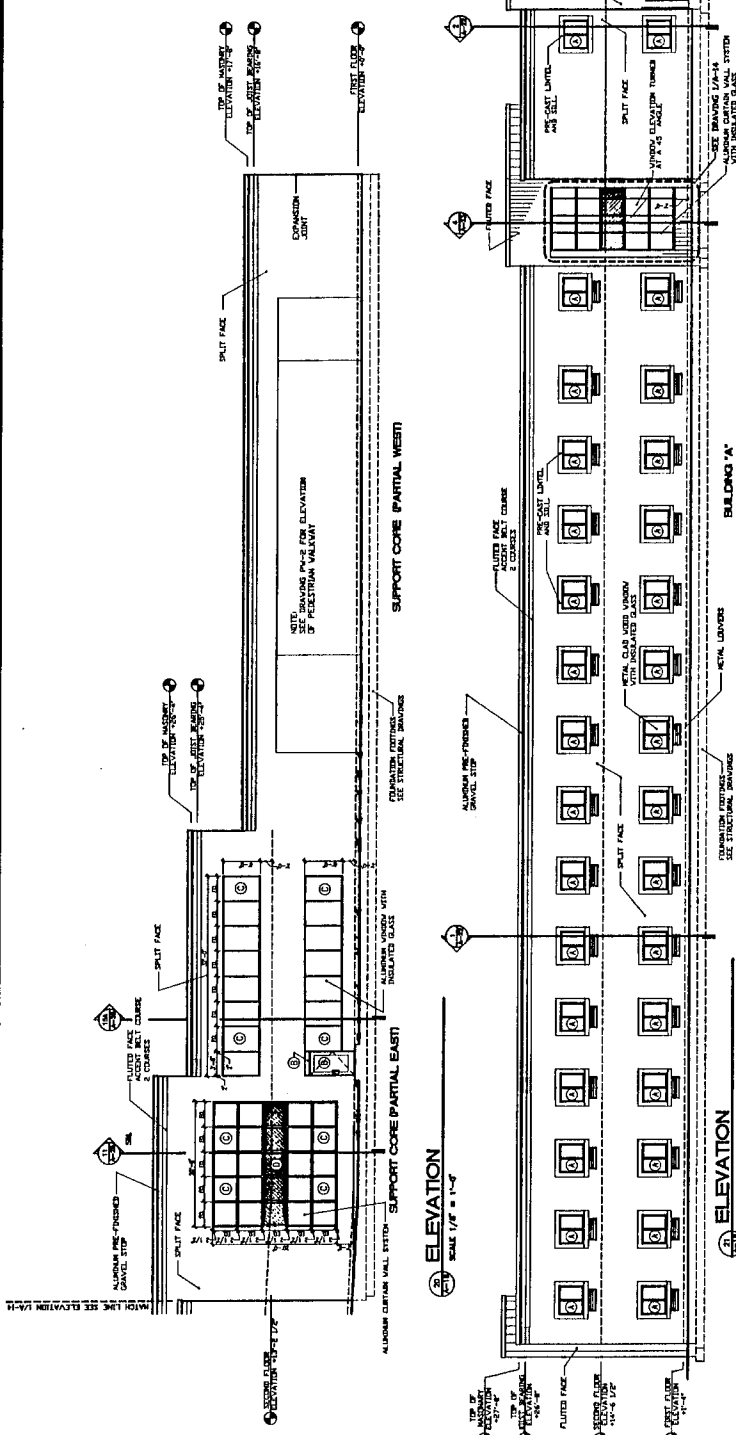
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GENERAL NOTES:

- ELEVATION 9'-0" EQUALS SITE PLAN ELEVATION 843'-4"
- FOR MORE INFORMATION ON FOUNDATION LAYOUT SEE ARCHITECTURAL DRAWINGS.
- FOR WINDOW SIZES, SEE ARCHITECTURAL DRAWINGS.
- FOR GLASS TYPE SEE SPECIFICATIONS.



Appendix 'A'
Page 9 of 9

<p>PROJECT TITLE: ELEVATIONS</p> <p>PROJECT NO.: 430-88-048</p> <p>300 BED COLLEGIATE APARTMENT HOME</p> <p>2450 PROSPECT AVE., CLEVELAND, OHIO 44115</p> <p>UNIVERSITY SQUARE BUILDING</p> <p>UNIVERSITY SQUARE BUILDING</p> <p>2450 PROSPECT AVE., CLEVELAND, OHIO 44115</p>	<p>PROJECT NO.: 430-88-048</p> <p>SHEET NO.: A-19</p> <p>DATE: 11/11/11</p> <p>SCALE: AS SHOWN</p>						
	<p>THE VEINOVICH COMPANIES</p> <p>UNIVERSITY SQUARE BUILDING</p> <p>2450 PROSPECT AVE., CLEVELAND, OHIO 44115</p>	<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION		
NO.	DATE	DESCRIPTION					

APPENDIX 'B'

DEFERRED DEMOLITION LIST

Priority	Deferred Building	Period	Key Plan	Initial Funds
1	Cottage 'D'	10	28	\$3,762
2	Cottage 'Cline'	10	27	\$5,367
3	Cottage 'Cameron'	10	26	\$5,367
4	Cottage 'F'	10	32	\$3,762
5	Cottage 'G'	10	33	\$3,762
6	Cottage 'N'	10	19	\$3,762
7	Maintenance Shops	5	34	\$3,762

Jun 29 89 ba

APPENDIX 'C'

MAINTENANCE OF DEFERRED BUILDINGS

As required by paragraph 3.3.2 of the Memorandum of Agreement, the OVH shall take reasonable care to maintain the Deferred Buildings in their current condition subject to normal wear and tear. For purposes of this MOA, reasonable care shall include:

1. Protection from the elements including maintenance and repair of doors, windows, roofs, and exterior walls to keep rain, snow, and high wind from the inside of the buildings.

2. Protection from extremes in temperature including 1) maintenance and repair of heating systems to provide a minimum of 40 degrees Fahrenheit in all parts of the interior of the buildings, 2) opening of buildings, when weather permits, to prevent inside air temperature from exceeding 140 degrees Fahrenheit, 3) opening of buildings, when weather permits, to prevent conditions of high humidity inside the buildings.

3. Protection from vermin, insects, and birds including 1) quarterly inspection of the buildings for evidence of vermin, insects, and birds, 2) annual inspection by professional exterminators, 3) semi-annual cleaning of buildings (broom cleaning, dusting, and window washing) inside and outside, and 4) extermination of vermin, insects, and/or birds if discovered.

4. Protection from vandalism and fire including 1) repair and maintenance of existing fire detection and alarm systems in the buildings, if any, 2) routine and periodic visual inspection by Ohio Veterans Home security personnel.

5. Protection of plumbing including repair and maintenance of domestic plumbing potable water, drains, vents, and fixtures and including draining water from water lines and drains and filling traps with anti-freeze (anti-freeze levels must be maintained to keep traps functioning).

6. Periodic inspections including in addition to inspections listed elsewhere, quarterly inspections to determine the condition of the buildings, particularly with regard to requirements of this Appendix.

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APPENDIX E

EXAMPLE COVENANT FOR LEASE

Notes:

1. This covenant is to be incorporated into leases prepared in connection with Article 5 of this MOA. The Property, Leasee, Leassor, SPHO, OVH, MOA, etc. are to be defined elsewhere in the lease before this covenant.

Example Covenant

Leasee hereby covenants on behalf of itself, its heirs, successors, and assigns for the period of this lease (and any other periods in which Leasee is in possession of the property) to Leassor and SHPO to maintain and preserve those exterior and interior features that qualify the property for inclusion in the National Register, as described on Annex 1 (prepare and attach Annex 1 describing such features for the property in question) as follows:

1. Leasee shall preserve and maintain the Property in accordance with the recommended approaches in The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings (National Park Service 1983) in order to preserve and enhance those qualities that make the Property eligible for inclusion in the National Register of Historic Places.
2. No construction, alteration, and/or remodeling of the building or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect the structural integrity or the appearance or historic value of the Property without the express prior written permission of OVH and SHPO signed by a fully authorized representative thereof.
3. The SHPO shall be permitted at all reasonable times to inspect the Property in order to ascertain if the above conditions are being observed.
4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, OVH or SHPO may, following reasonable notice to Leasee, 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.
5. Leasee agrees that SHPO may at its discretion, without prior notice to Leasee, convey and assign all or part of its rights and responsibilities contained in this covenant to a third party.

6. The covenant is binding on Lessee, its heirs, successors, and assigns so long as Lessee is in possession of the Property or during the term of this lease, whichever is longer. Restriction, stipulations, and covenants contained herein shall be inserted by Lessee verbatim or by express reference in any assignment of this lease, sub-lease, or license by which Lessee transfers any rights under this lease to any third party.

7. The failure of OVH or 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.

8. This covenant may be jointly amended or released in writing, and such amendment or release shall become effective upon its recordation in the Office of Recorder of the County of Erie, State of Ohio.

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APPENDIX 'F'

SUBSTANTIAL ALTERATIONS DEFINED

- I. OVH shall notify the SHPO if the following repairs will be done to a Deferred Building:
 - a. Vinyl or aluminum siding installed over original siding.
 - b. Foundation work resulting in appearance change.
 - c. Replacement or repair of original doors, windows, porches, trim or any other architectural element if the replacement or repair is not in-kind (that is, any new materials used must have the same composition, design, color, texture and other visual qualities as the original).
 - d. Demolition of any kind.
 - e. Any other activity not listed in item II. below.

- II. The following activities can be categorically excluded from review because they will have no effect on the Deferred Buildings.
 - a. Handicap facility requirements (ramps will be constructed in such a way that they could be removed at some future date).
 - b. Electrical.
 - c. Heating.
 - d. Plumbing.
 - e. Foundation repair with no change in appearance.
 - f. Painting.
 - g. Energy improvements; specifically, insulation (side walls must not be drilled and plugged from the outside), installation of storm windows and doors, weather stripping and caulking.
 - h. Roof (as long as the improvements will not alter the shape and design of the original roof); every effort will be made to match color and materials of the existing roof.
 - i. Gutter and downspouts.
 - j. Sidewalks, driveways, steps.
 - k. Repair of any item as long as any new materials used match the original in composition, design, color, texture and other visual qualities.
 - l. New furnace flue vents to comply with building and fire codes when the old chimney or flues cannot be used.

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