

CUYAHOGA VALLEY NATIONAL PARK
Environmental Assessment for
Church in the Valley Land Transfer

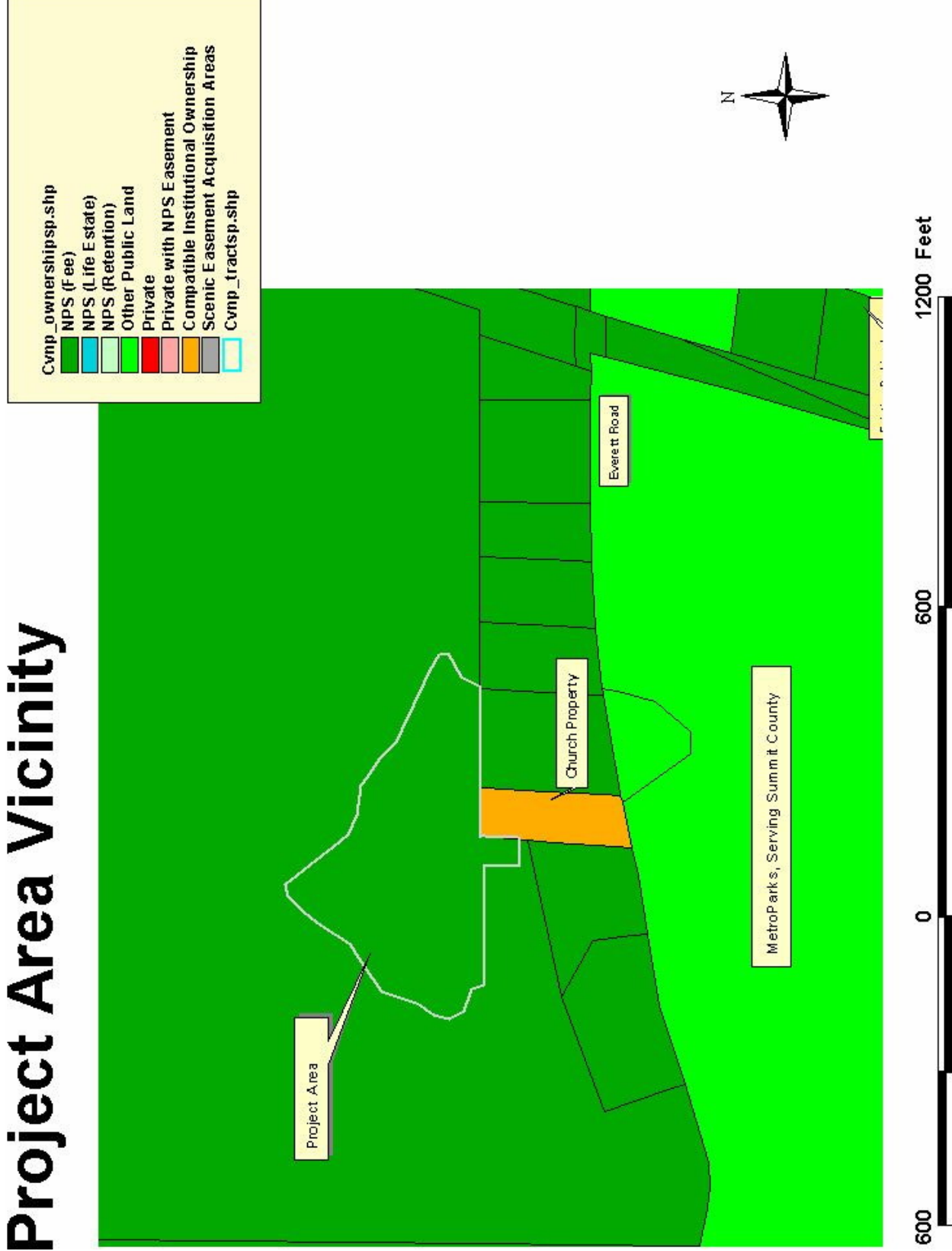
Appendix D

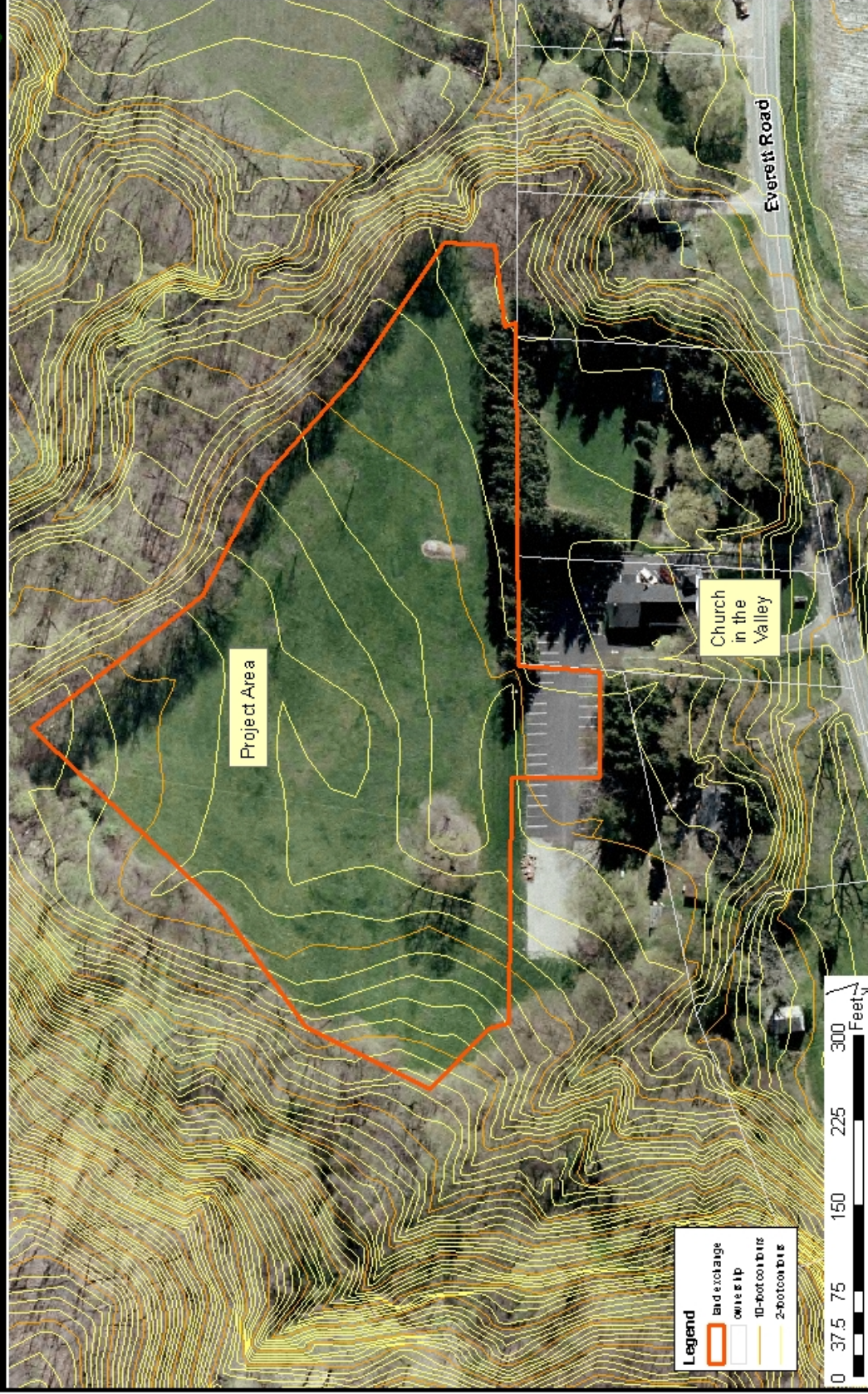
Site Maps



Church in the Valley, Everett Village
VICINITY MAP

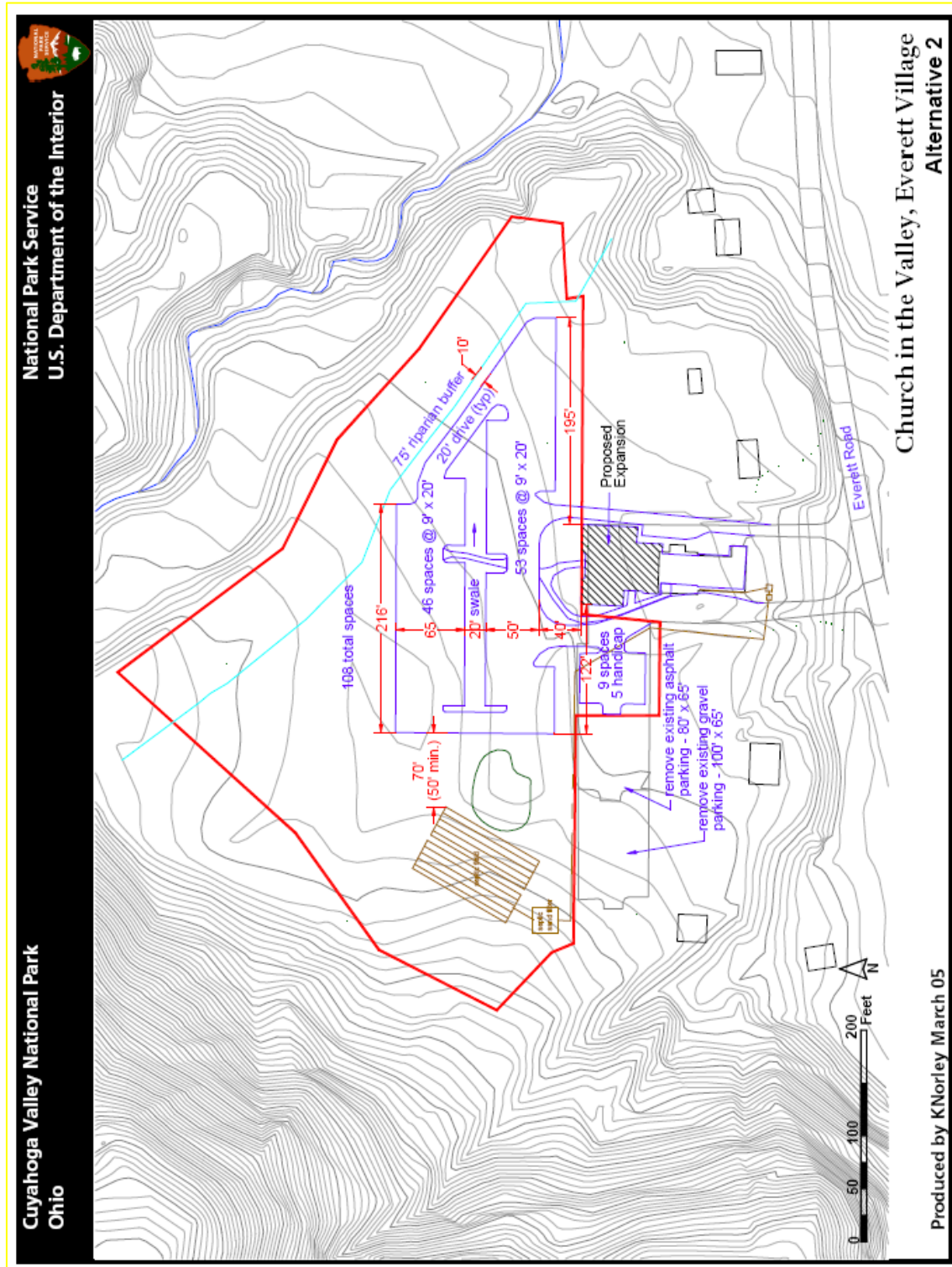
Project Area Vicinity





Site Map: Alternative 2 – Land Transfer (Exchange) with Conditions

The following drawing is a schematic-level drawing for the development proposals for the Field under Alternative 2, Land Transfer (Exchange) with Conditions. If selected as the as the alternative, the schematic design will be subject to further during the design process.






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Appendix E

Site Photographs

Photograph description	Photo
The Field	
View of western portion of the field from the se corner of field.	
View of the eastern portion of the field, existing parking lot and rear of church from the western edge of field.	
View of the eastern portion of the field from se edge of small grove of trees in the central – western portion of the field.	

View of existing parking lot on church and NPS land. Photo taken from behind church facing west.



Additional view of parking lot on NPS land (gravel and paved portions). View looking southeast.



View of the southeast corner of field showing line of spruce trees along the south border of field.



The Church

Entrance to the church property with Everett Road and MetroParks, SSC field in the distance.



South and East facades of church.



North and West facades of church. The 1967 addition is can easily be seen in this view.



Existing parking to the rear of church (on the church property).



Adjacent Properties

Krimmer House as seen from the southeast lawn of the church.



The Krimmer House and Church as seen from the back edge of the Krimmer property.



The Schmidt House as seen from the parking lot.



The field as seen from the Schmidt House



Offsite Views of Church and Field

Western approach to the church along Everett Road.



Eastern approach to the church along Everett Road. The church is on the right just after the rise.



Immediate approach to the church from the east.



View of the field area from Riverview Road. Development possible under Alternatives 2 or 3 are not expected to be visible from this or other off-site locations.



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CUYAHOGA VALLEY NATIONAL PARK
Environmental Assessment for
Church in the Valley Land Transfer

Appendix F

Terms and Conditions of Restrictive Covenant to be Reserved by the NPS For Federal Land Being Transferred to the Church

Cuyahoga Valley National Park

Tract 114-81 (formerly a part of Tract 114-72) **RESTRICTIVE COVENANT TERMS and CONDITIONS**

In exchange for the interest herein granted by the National Park Service, hereinafter referred to as the "Park", the Grantee – the Everett Church of Christ, hereinafter referred to as the "Church," undertakes, of itself, to do (and to refrain from doing as the case may be) upon the Property each of the following covenants, which contribute to the public purpose of protecting and preserving the Property in a manner consistent with the property's archaeological and cultural resources.

Purpose

The purpose of these Restrictive Covenants is to allow the subject Property to be used to support the needs of the Church in the Valley, and to preserve and protect the property's cultural landscape values and archaeological resources.

1. Definitions

For the purposes of this Restrictive Covenant, the following definitions and background information apply:

- (a) The term **Structure/s** shall be defined as anything built, constructed or placed on the property; and shall include all site amenities.
- (b) The term **Landscape** means all physical improvements, including landscape features, such as vegetation and topography, and their current placement within the boundaries of the subject property.
- (c) The term **Construction** shall include all new construction, reconstruction, improvement, enlargement, alteration, demolition, or repair of any improvements.
- (d) The term **Cultural Landscape** refers to a geographic area (including both cultural and natural resources and the wildlife or domestic animals therein), associated with a historic event, activity, or person or that exhibits other cultural aesthetic values.
- (e) The term **Ground Disturbance/s** shall mean any activity that penetrates the soil or would cause compaction of buried soils. Examples include digging postholes, pouring a concrete slab, installing plantings with deep/extensive root systems, etc.
- (f) The acronym **CERCLA** stands for Comprehensive Environmental Response Compensation and Liability Act. This federal law imposes on owners, lenders, occupants and operators liability for correcting environmental problems discovered on a property. Liability is imposed under CERCLA when release of hazardous waste results in the government or a private party incurring response costs. A release is very broadly defined as any spilling, leaking, dumping, pumping, pouring, emitting, emptying, discharging, injecting, escaping, or dispersing into the environment. A CERCLA action can be triggered by the discovery of hazardous substances and requires mitigation.

2. Background

- (a) Cultural Landscape: The parent tract of tract 114-81, 114-72, is listed in the 1987 Cuyahoga Valley National Recreation Area Cultural Landscape Report as contributing to the cultural landscape of Cuyahoga Valley National Park under the theme of agriculture for its field components. In addition, this tract sits immediately adjacent to the Everett Historic District to the north. Per the Everett Historic District National Register nomination, "the farm fields that border the [district] to the north and east are also considered to contribute to the integrity of setting and association of this agriculturally oriented community." Thus, the open field on tract 114-72 that is now denoted as tract

114-81 contributes to the Everett Historic District's sense of place and needs to be preserved and maintained for such purposes.

- (b) **archeological Resources:** The prehistoric archeological site located on this property, 33SU121, is multi-component site dating from Middle Archaic through Late Woodland periods. Preliminary interpretation of this site is that it represents the cumulative effect of widely spaced, short-term occupations and use episodes that occurred over a long period of time. In general, the density of artifacts is greater in the northern and eastern portions of the mowed field area with the majority of artifacts recovered from the plowzone (upper 12" of soil). However, several intact sub-plowzone features were identified and recorded in the eastern portion of the field. The potential for site data to assist further research is largely due to the existing features that were discovered in this area. The archeological resources identified at this site have the potential to yield information relating to Archaic, Late Prehistoric, and Middle Woodland use of the area.
- (c) **Planned Property Improvements:** Prior to the granting of this Restrictive Covenant, the Church proposed and the Park reviewed and approved certain changes to the building and grounds which require no further Park review/approval if constructed as submitted and approved. All pre-approved improvements/changes are depicted and noted in Exhibit D.

3. Terms and Conditions

The Church shall not cause or permit any of the following actions that would change the property as depicted in Exhibit C unless specifically provided for herein. Further, due to the subject property's cultural and archaeological resources, the **process of review and approval** noted in this Restrictive Covenant may require technical assessments of proposed changes and alterations proposed by the Church. The Church should allow for a minimum of a 30-day review and approval period, but should also understand the process may require extended reviews depending on the nature and extent of the proposed work.

- (a) **Tree Removal:** Without the express written approval by the Secretary of the Interior or his authorized representative (hereinafter referred to as the "**Superintendent**"), the Church shall not remove any trees during the period from April 15 through September 15. Outside of this period, trees with a diameter breast height (d.b.h.) of 6" or less may be removed without prior approval. Tree removal, as required for the planned building construction depicted in Exhibit D, does not require further permission by the Superintendent so long as the tree removal occurs outside of the designated period stated above.
- (b) **Vegetation removal and installation:** is permitted with the review and approval of the Superintendent. Vegetation includes trees, shrubs, perennial and annual plant material. Gardens are included.
- (c) **Lawn/open spaces:** All areas depicted as maintained lawn and open areas, in Exhibit C, shall be maintained as such, unless such areas depicted are modified by actions provided for herein.
- (d) **Ground Disturbance:** For this property, any ground disturbing activity that penetrates beyond 12" requires the review and approval of the Superintendent - disturbance confined to the upper 12" of soil does not require Park review and approval. Approval for ground disturbance associated with the parking lot and septic will be granted separately. Ground disturbance associated with planned utility installations as depicted in Exhibit D, does not require further permission from the Superintendent.
- (e) **Topography:** The general topography of the landscape shall be maintained in its present condition and no topographic changes shall be made without review and approval of the Superintendent. Such restrictions include the placement of fill, excavation or ditching, or any other activities which may result in ground disturbance as defined herein.
- (f) **Dumping and material storage:** No dumping of any kind is permitted on the Property. The storage of construction materials is not permitted without the prior written approval of the Superintendent. Material storage and staging areas, required for the planned building construction depicted in Exhibit D, do not require further permission from the Superintendent.
- (g) **Signs and Billboards:** No billboards or advertisements shall be displayed or placed upon the Property. Signs are permitted, but require the review and approval of the Superintendent.

- (h) **Driveways and Parking Areas:** Existing paved drives and parking areas, as depicted in Exhibit C, shall be maintained in the present location, materials and general condition unless such areas are modified by actions provided for herein. Any other changes or additions require the approval of the Superintendent. The installation of planned parking areas and drive ways depicted in Exhibit D do not require further review and approval of the Park.
- (i) **Structures:** No building or other structures/site amenities may be constructed, erected or placed on the Property without the prior review and approval by the Superintendent.
- (j) **Fences:** the installation of fencing requires the review and approval of the Superintendent.
- (k) **Site lighting:** the installation of site lighting requires the review and approval of the Superintendent.
- (l) **Minerals:** Mineral and topsoil extraction, and the development of oil and gas production and/or leases, is prohibited.
- (m) **Public Utilities:** No major public utility installations such as electric generating plants, electric power substations, cellular phone and other communication towers, high tension electric power transmission lines, gas generating plants, gas storage tanks, water storage tanks or reservoirs, sewage treatment plants, microwave relay stations or telephone exchanges shall be constructed on the land.
- (n) **Private-use Utilities:** Existing utilities may be maintained or replaced in-kind providing they are reinstalled in existing locations. The installation of new, or relocation of existing utilities - required for planned construction and depicted in Exhibit D - does not require further review and approval by the Superintendent. New utility installation or relocation of existing services/facilities requires the review and approval of the Superintendent.

4. Maintenance

The Church agrees at all times to maintain the property and any improvements in a good and sound state of repair and to maintain the safety of the Property.

5. Usage

The Grounds may be used as open space, for parking and associated amenities, for on-site wastewater disposal, and for passive recreation. No commercial/industrial uses of the property are allowed.

6. Hazardous Materials and Toxic Wastes

It is understood that the Church will not use, dump or bury hazardous materials or dispose of toxic wastes determined by EPA to be detrimental to the environment on said lands, including all containerized materials (including but not limited to barrels and tanks for storage), household pesticides, herbicides, oil, paint, heating fuel, or oils. The Church is responsible for any and all costs, fines, and procedures for cleanup of any such mishandling of hazardous materials, and/or the disposing of toxic wastes. The Church is also responsible for any damage caused to the Park's adjacent or affected lands and/or improvements caused by the Church's mishandling of any hazardous materials or resultant toxic wastes.

In the event that a CERCLA action is triggered, the terms and conditions herein shall be waived and not construed as limiting the Church's ability and sole obligation to remediate. However, unless in an emergency, the Church must provide the Park with information about such contamination and plans for remediation prior to taking any action that violates any of terms and conditions included in this restrictive covenant.

7. Access to Property by The Park

General Access:

- The Superintendent or his/her authorized representative shall be permitted to enter onto the Property in order to ascertain compliance with the restrictions and covenants of this agreement.

Such access will be permitted so long as it is at a reasonable time, and at least a 24-hour notice is given to the Church. However, prior arrangement for entrance onto said Property for reasons of protection, safety, or a similar situation is not necessary.

Access to archeological Resources:

- The Park reserves the right to further investigate archaeological resources found on the Property.
 - The Park must provide prior notification of such action 6 months in advance
 - The Park must provide a plan for excavation, and a minimization and mitigation of disruption subject to the approval of the Church.
 - The Park must restore the Property to its condition prior to excavation

8. Public Access to Property

It is agreed that the imposition of the covenants and restrictions set forth herein in no way grant park visitors the right to enter such area for any purpose beyond those rights provided and exercised by the Church in the Valley in their administration of the property.

9. Notice of Proposed Sale or Transfer

The Church shall promptly notify the Superintendent in writing of any proposed sale or transfer of the property and provide the opportunity for the Park to explain the terms of the Restrictive Covenants to potential new owners prior to sale closing. Written notification of proposed sale of the property shall be provided to the Superintendent no less than 6 months prior to proposed sale or transfer. The Park shall have 180 days after notification in which to exercise a right of first refusal to match any bona fide offer to obtain such interest under the same terms and conditions as are contained in such offer.

10. The Park's Remedies

After the Park has exhausted all reasonable attempts to negotiate a remedy of any violation by the Church of any covenant, stipulation or restriction herein, the Park has the following legal remedies to correct such violations, in addition to any other remedies now or hereafter provided by law:

- (a) The Park may, following reasonable written notice to the Church, institute suit(s) to enjoin such violation by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Building and Premises to the condition and appearance required under this instrument.
- (b) Representative of the Park may, following reasonable notice to the Church, correct any such violation, and hold the Park, its successors, and assigns, responsible for the cost thereof.
 - (I) Such cost until repaid shall constitute a lien on the property.
 - (II) The Park shall exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any such violations, including making reasonable inquiry as to whether such contractor is properly licensed and has adequate liability insurance and workman's compensation coverage.
- (c) *The Park shall also have available all legal and equitable remedies to enforce the Church's obligations hereunder.*
- (d) *In the event the Church is found to have violated any of its obligations, the Church shall reimburse the Park for any costs or expenses incurred in connection therewith, including all reasonable court costs, and attorney's architectural, engineering, and expert witness fees.*
- (e) *Exercise by the Park of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.*

11. Severability

If any provision of this Covenant or the application of this Covenant to any person or circumstance is found to be invalid, the remainder of the provisions shall not be affected, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto.

EXHIBIT "C"



**NATURE OF BUILDING AND GROUNDS:
PHOTOGRAPHS AND SITE PLAN**




Site Map (2002 Aerial Photograph. Red line indicates approximate property boundary for property subject to this restrictive covenant.



EXHIBIT "C"

NATURE OF BUILDING AND GROUNDS: PHOTOGRAPHS AND SITE PLAN Site Photographs

Photograph description	Photo
The Field	
View of western portion of the field from the se corner of field.	
View of the eastern portion of the field, existing parking lot and rear of church from the western edge of field.	

Photograph description	Photo
<p>View of the eastern portion of the field from se edge of small grove of trees in the central – western portion of the field.</p>	
<p>View of existing parking lot on church and NPS land. Photo taken from behind church facing west.</p>	
<p>Additional view of parking lot on NPS land (gravel and paved portions). View looking southeast.</p>	

Photograph description	Photo
<p>View of the southeast corner of field showing line of spruce trees along the south border of field.</p>	 A photograph showing a wide, green grassy field. In the background, there is a dense line of trees. On the right side of the image, a cluster of dark green evergreen trees is visible. The rest of the background trees are bare, suggesting a late autumn or winter setting. The sky is overcast and grey.

EXHIBIT "D"

Church Expansion Plans – Draft / Renderings

Site Plan	<p>Pending Completion of the project Environmental Assessment</p>
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CUYAHOGA VALLEY NATIONAL PARK
Environmental Assessment for
Church in the Valley Land Transfer

Appendix G

Terms and Conditions of the Historic Preservation Easement To be Granted to the NPS For Protection of the Church

Cuyahoga Valley National Park

Tract 114-83 Church in the Valley

Historic Preservation Easement

Terms and Conditions

In exchange for valuable consideration received from the National Park Service hereinafter referred to as the "Park", the Grantor, hereinafter referred to as the "Church", undertakes, of itself, to do (and to refrain from doing as the case may be) upon the Building/s and Grounds each of the following terms, which contribute to the public purpose of protecting and preserving the Building and Grounds in a manner consistent with its status as a National Register of Historic Places property and its inclusion in a National Register District.

Purpose of Historic Preservation Easement

The purpose of this Historic Preservation Easement is to allow the use of the property for church and church-related purposes, and to preserve and protect the historic features and character of the property.

4. Definitions

For the purposes of this Historic Preservation Easement, the following definitions and information apply:

- (g) The term **Building/s** refers to the architectural style, general design, plan and location, the kind and texture of building materials, and the type and style of all windows, doors, and wood trim, and other similar features.
- (h) The term **Grounds** means all physical improvements, in addition to Building/s, landscape features, such as vegetation and topography, and their current placement within the boundaries of the subject property.
- (i) The term **Construction** shall include all construction, reconstruction, improvement, enlargement, alteration, demolition, or repair of any improvements.
- (j) The term **Restoration** refers to the act or process of accurately depicting the form, features, and character of a historic structure, landscape, or object as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.
- (k) The term **Reconstruction** refers to the act or process of depicting, by means of new work the form, features, and detailing of a non-surviving historic structure or landscape, or any part thereof, for the purpose of replicating its appearance at a specific time and in its historic location.
- (l) The acronym **CERCLA** stands for Comprehensive Environmental Response Compensation and Liability Act. This federal law imposes on owners, lenders, occupants and operators liability for correcting environmental problems discovered on a property. Liability is imposed under CERCLA when release of hazardous waste results in the government or a private party incurring response costs. A release is very broadly defined as any spilling, leaking, dumping, pumping, pouring, emitting, emptying, discharging, injecting, escaping, or dispersing into the environment. A CERCLA action can be triggered by the discovery of hazardous substances and requires mitigation.

2. Background

- (a) The Disciple Church, otherwise known as the Everett Church of Christ is listed on the National Register of Historic Places as contributing to the Everett Historic District. The 1995 Everett Historic

District Cultural Landscape Report additionally describes the historically significant landscape features of property. Thus, the historic features and character of the Church property need to be preserved and protected for its own significance as well as for its contribution to the larger historic district.

- (b) Due to the subject property's National Register of Historic Places status, the **process of review and approval** noted in this Historic Preservation Easement will require technical assessments of changes and alterations proposed by the Church. The Church should allow for a minimum of a 2-month review and approval period, but should also understand the process may require extended reviews depending on the nature and extent of the proposed work.
- (c) **Planned Property Improvements:** Prior to the granting of this Restrictive Covenant, the Church proposed and the Park reviewed and approved certain changes to the building and grounds which require no further Park review/approval if constructed as submitted and approved. All pre-approved improvements/changes are depicted and noted in Exhibit D.

3. Usage

The Building and Grounds shall be used as a church and for other uses in direct support of the maintenance, administration or operations of the Church in the Valley. Excepting the uses of Church in the Valley, no commercial/industrial uses of the property are allowed without the approval the Secretary of the Interior (hereinafter referred to as the **"Superintendent"**).

Changes and Alterations to Building/s

Pre-2005 Addition Portion: hereinafter referred to as the 'Historic Church', and as delineated in Exhibit C and D.

The Church shall not cause or permit any construction or maintenance which would alter or change the Historic Church, except as provided in Paragraph 12, without the prior express written permission of the Superintendent.

2005 Addition Portion: hereinafter referred to as the 'Addition,' and as delineated in Exhibit D.

Interior: Changes to the interior of the Addition, do not require the review/approval by the Superintendent provided that such changes do not impact any portion of the existing building, and they in no way alter the appearance of the building from the outside.

Exterior: Any changes to the exterior of the Addition require the review and approval of the Superintendent.

5. Changes and Alterations to Grounds

The Church shall not cause or permit any of the following actions that would change the Grounds as depicted in Exhibit C:

(o) **Landscape Resources:**

Tree Removal: Without the express written approval by the Superintendent, the Church shall not remove any trees during the period from April 15 through September 15. Outside of this period, trees with a diameter breast height (d.b.h.) of 6" or less may be removed without prior approval. Tree removal, as required for the planned building construction depicted in Exhibit D, does not require further permission by the Park as long as the tree removal occurs outside of the designated period stated above.

Vegetation removal and installation: is permitted with the review and approval of the Superintendent. Vegetation includes trees, shrubs, perennial and annual plant material. Gardens are included.

Lawn/open spaces: All areas depicted as maintained lawn and open areas, in Appendix C, shall be maintained as such.

Additional Structures: No building or other structure may be constructed or erected on the Grounds without the prior express written permission of the Superintendent.

- (p) **Topography:** The general topography of the landscape shall be maintained in its present condition and no excavation or topographic changes shall be made without the express written permission of the Superintendent, except in eroding areas of a drainage system where surface run-off is destroying the natural ground cover, suitable fill material may be placed as to control and prevent further erosion.
- (q) **Dumping and material storage:** No dumping of any kind is permitted on the Property. The storage of construction or materials is not permitted without the prior written approval of the Superintendent.
- (r) **Trailers:** No trailer shall be used on the lands as a substitute for a residential building or other structure except that should the dwelling of the owner be rendered uninhabitable by fire, storm, casualty or otherwise, a trailer may be placed upon said lands as a substitute dwelling on a temporary basis not to exceed one year while the original dwelling is being rebuilt or replaced.
- (s) **Signs and Billboards:** Signs, as needed for the operations of the Church, are permitted with the review and approval by the Superintendent. The maintenance of existing signs, and the addition of those provided for in Exhibit D, require no further NPS review and approval. No signs shall be self-illuminated.
- (t) **Driveways and Roads:** Existing driveways and parking areas, as depicted in Appendix C, or planned changes as depicted in Exhibit D, shall be maintained in their present location, materials and general condition. Any changes require the review and approval by Superintendent.
- (u) **Fences:** Existing fences, as depicted in Appendix C, may be maintained in the present location, materials and general condition. Any changes or addition of new fencing requires the review and approval by the Superintendent.
- (v) **Minerals:** Mineral and topsoil extraction, and the development of oil and gas production and/or leases, is prohibited.
- (w) **Public Utilities:** No major public utility installations such as electric generating plants, electric power substations, cellular phone and other communication towers, high tension electric power transmission lines, gas generating plants, gas storage tanks, water storage tanks or reservoirs, sewage treatment plants, microwave relay stations or telephone exchanges shall be constructed on the land.
- (x) **Private-use Utilities:** Existing utilities or planned changes as depicted on Exhibit D, may be maintained or replaced in-kind providing they are reinstalled in existing locations. New utility installation or relocation of existing services/facilities requires the review and approval by the Superintendent.
- (y) The Church shall not be required to request permission to conduct maintenance on the property such as repair in kind, repainting or refinishing, provided such maintenance or repair in kind will not damage, destroy or permanently obscure the physical improvements as they exist on the date of this Deed.

6. Maintenance

The Church agrees at all times to maintain the building and grounds in a good and sound state of repair and to maintain the structural soundness and safety of the building. Attached is a recommended maintenance schedule, Exhibit "F".

7. Standards for Review

The Church shall apply the Secretary of the Interior's Standards for Treatment of Historic Properties in exercising authority to review all construction, alteration, repair, maintenance or reconstruction done to the Building/s or Grounds, including construction, alteration, repair, maintenance or reconstruction due to casualty damage of the Building or Premises. The Secretary of the Interior's Standards for Treatment of Historic Properties are attached as Exhibit "E". Plans need to be submitted prior to work and sufficient time must be allowed for review and approval by the Park.

8. Hazardous Materials and Toxic Wastes

It is also understood that the Church will not ~~use~~ dump or bury hazardous materials or dispose of Toxic wastes determined by EPA to be detrimental to the environment on said lands, including all containerized materials (including but not limited to barrels and tanks for storage), household pesticides, herbicides, oil, paint, heating fuel, or oils. The Church is responsible for any and all costs, fines, and procedures for cleanup of any such mishandling of hazardous materials, and/or the disposing of toxic wastes. The Church is also responsible for any damage caused to The Park's adjacent, or affected lands and/or improvements caused by the Church's mishandling any hazardous materials or resultant toxic wastes.

In the event that a CERCLA action is triggered, the terms and conditions herein shall be waived and not construed as limiting the Church's ability and sole obligation to remediate. However, unless in an emergency, the Church must provide the Park with information about such contamination and plans for remediation prior to taking any action that violates any of terms and conditions included in this Historic Preservation Easement.

9. Access to Property by The Park

The Superintendent or his/her authorized representative shall be permitted at reasonable times and upon granting at least 24 hour notice to the property owner and making a prior appointment with the property owner to enter onto the Premises and into the Building/s in order to ascertain compliance with the restrictions and covenants of this agreement. Prior arrangement for entrance onto said Grounds and into said buildings for reasons of protection, safety, or similar situations is not necessary.

10. Public Access to Property

It is agreed that the imposition of the easement terms and conditions set forth herein in no way grant park visitors the right to enter such area for any purpose beyond those rights provided and exercised by the Church in the Valley in their administration of the property.

11. Notice of Proposed Sale or Transfer

The Church shall promptly notify the Superintendent in writing of any proposed sale or transfer of the Building or Premises and provide the opportunity for The Park to explain the terms of the Historic Preservation Easement to potential new owners prior to sale closing. Written notification of proposed sale of the property shall be provided to the Superintendent no less than 6 months prior to proposed sale or transfer. The Park shall have 180 days after notification in which to exercise a right of first refusal to match any bona fide offer to obtain such interest under the same terms and conditions as are contained in such offer.

12. Casualty Damage and Destruction

If the Building/s or any part of thereof are destroyed due to fire, demolition by neglect, or other casualty or deterioration by the elements, it may be restored or reconstructed in the same location if, in the opinion of the Park, the purpose and intent of the Historic Preservation shall be served by such restoration or reconstruction.

If in the opinion of the Park, restoration/reconstruction would not serve the purpose and intent of the Easement, then the Church may submit plans for the replacement of subject structure providing the replacement structure is of similar massing and same location as existing structure. Such plans shall be subject to the review and approval of the Superintendent, which approval shall not be unreasonably withheld.

No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building/s and to protect public safety, shall be undertaken by the Church without the Park's prior written approval of the work.

15. Severability

If any provision of this Easement or the application of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions shall not be affected, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto.

EXHIBIT "C"

NATURE OF BUILDING AND GROUNDS: PHOTOGRAPHS AND SITE PLAN

July 15, 2002



Site Map (2002 Aerial Photograph; alignment of the property lines are offset to the west slightly. The church building and associated drives are located on church lands.)



EXHIBIT "C"

NATURE OF BUILDING AND GROUNDS:
PHOTOGRAPHS AND SITE PLAN

Site Photographs

Photograph description	Photo
The Church	
Entrance to the church property with Everett Road and MetroParks, SSC field in the distance.	
South and East facades of church.	




Photograph description	Photo
The Church	
<p>Garden and sitting area located at the front of the church</p>	
<p>Church sign</p>	
<p>Inside of church: the sanctuary, facing north. Rear of historic pews visible.</p>	

EXHIBIT "D"

Church Expansion Plans – Draft / Renderings

Photograph of the existing Historic Church with architectural rendering of addition to rear.



Architectural rendering of side and rear of the planned Church addition.



Architectural rendering of the rear view of planned church addition. The western façade of the Historic Church can be seen in the distance.



Site Plan

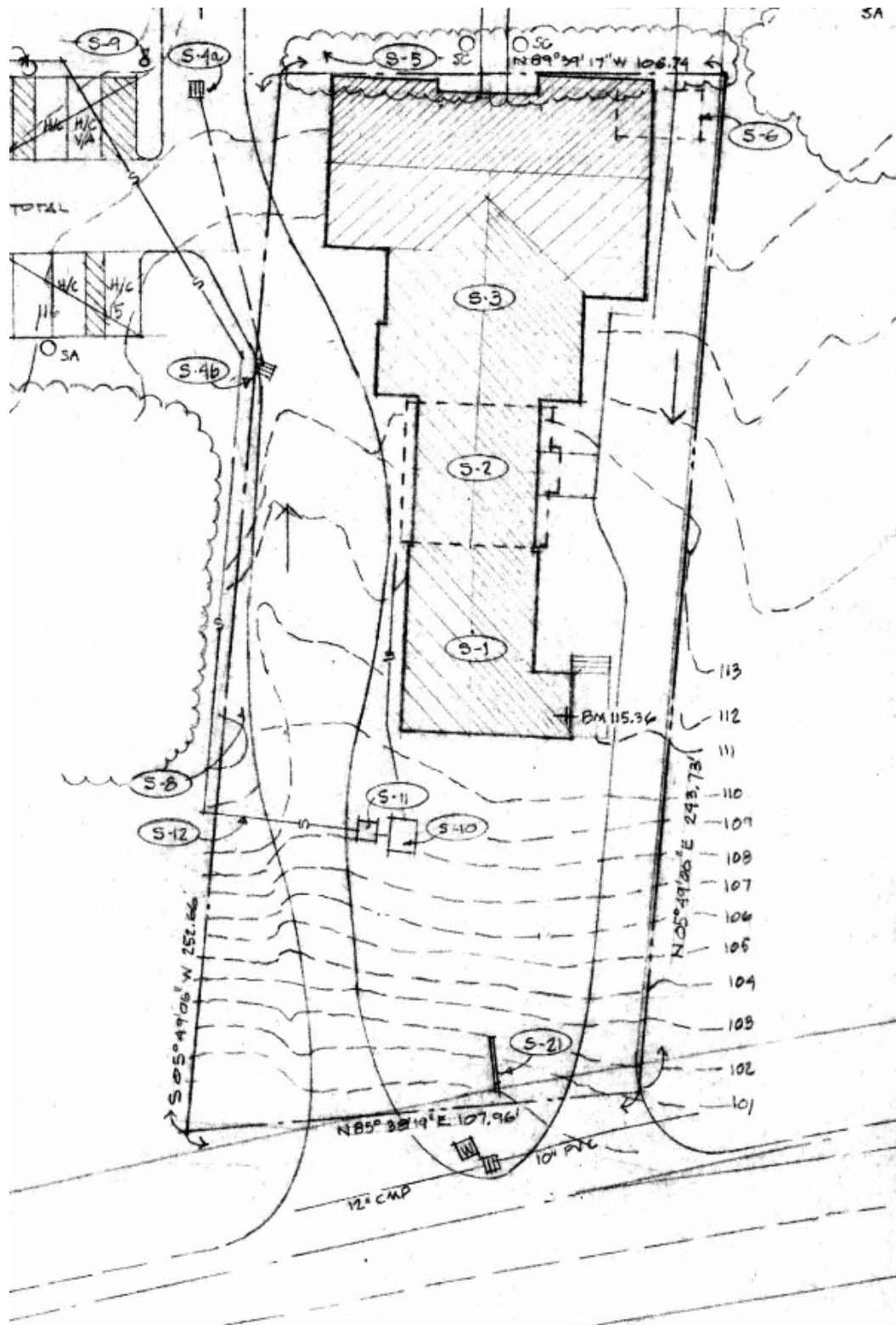


Exhibit "E"

Secretary of the Interior's Standards for Treatment of Historic Properties

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Exhibit "F"

Recommended Maintenance Schedule

Roofs

Replace roof shingles in kind as necessary. Repair any holes in roofs, taking immediate, temporary measures to repair any roof leaks.

Gutters, flashing and downspouts should be visually checked and cleaned if necessary at least once a month from March to September and weekly from the first killing frost until all the leaves have fallen.

Facades

Facades shall be annually cleaned using water and a low pressure, garden spray hose. If more cleaning is needed, warm water and detergent shall be used. Avoid the use of strong soapy detergents that will leave streaks.

All exterior paint or stains on the facades shall be inspected by the property owner on an annual basis for signs of weathering or deterioration. Areas showing signs of weathering or deterioration should be painted or stained after surface preparation is accomplished. Deteriorated paint must be removed, if necessary to bare wood, before priming and painting. Before staining, surfaces should be cleaned.

If mold or mildew is found on facades during annual inspection, the source of the moisture should be eliminated and the affected area shall be cleaned to kill the fungi, rinsed, dried and, for wood surfaces, repainted with mildew resistant primer and finish.

Any vandalism resulting in the defacement or destruction of the Facades shall be removed or repaired in kind. Graffiti removal shall be done by using the gentlest means possible and any repairs shall meet the Secretary of the Interior's Standards for Treatment of Historic Properties.

Windows shall be repaired as needed. Broken glass shall be removed from sash and old putty chipped off. Replacement glass is to be installed using proper glazing techniques and new putty shall be painted to match the color of the window sash or muntins.

Miscellaneous

Plant materials shall be removed from the facades. Trees and plants that seed themselves close to the Facades shall be removed.

The Building should be maintained at a minimum interior temperature of 50 degrees Fahrenheit to prevent the pipes from freezing.

Drainage slopes shall be maintained away from the structure to prevent the possibility of heaving caused by saturated soils.

The utility systems of the Building shall be kept in adequate working order in order to prevent structural damage due to utility system failure. Utility system filters shall be inspected on a regular basis and replaced as necessary.