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JUL 27 2007

Director of
S.C. Dept. of Mental Health

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JUL 30 2007

PHYSICAL PLANT
SERVICES

MEMO

TO: Mr. R. Brooks Galloway, S.C. Department of Mental Health
FROM: Elizabeth M. Johnson
RE: Babcock Building
Covenant Expiration Date: 6/17/2013
DATE: July 25, 2007

The South Carolina Department of Archives and History holds a covenant on the Babcock Building that remains in effect until 6/17/2013.

Please remember that the covenant requires that any work undertaken on the property must be reviewed and approved by the State Historic Preservation Officer before it begins, to ensure that the work meets the Secretary of the Interior's Standards for Rehabilitation. The review process takes approximately 30 days, so please remember to plan ahead. Proposals for work should be submitted to the attention of:

Richard Sidebottom
South Carolina Department of Archives and History
8301 Parklane Rd.
Columbia, SC 29223
Email: Sidebottom@scdah.state.sc.us
803-896-6199

You do not need to respond to this memo unless you are planning construction on the Babcock Building in the near future. If you have any questions or concerns, or need to update the contact information for this property, please feel free to contact me by phone at (803) 896-6183, or email: emjohnson@scdah.state.sc.us.

Thank you for your continued dedication to preserving one of South Carolina's historic properties.



SOUTH CAROLINA DEPARTMENT OF ARCHIVES AND HISTORY

STATE HISTORIC PRESERVATION GRANT FUND

COVENANT AGREEMENT

SEP 21 1993
DWP Babcock File

This covenant made this 17th day of June, 1993, by and between the South Carolina Department of Mental Health, Property Owner, and the South Carolina Department of Archives and History, Grantor Agency:

WITNESSETH

WHEREAS, a proviso in the South Carolina Department of Archives and History fiscal year 1986-1987 Appropriations Act stipulates: "Provided, further, that fifty percent of the funds earned from the United States Department of the Interior by the South Carolina Department of Archives and History for administering the national historic preservation program in this State, with the exception of the appropriate amount of indirect cost reimbursement to the general fund, must be deposited in a special account in the State Treasury, to be used by this Department for a Historic Preservation Grants program that will assist historic properties throughout South Carolina," and

WHEREAS, the South Carolina Department of Archives and History is responsible to the State to assure that a property receiving grant funds will, after completion of the project, assume the total cost of the continued maintenance, repair and administration of the property in a manner satisfactory to the Department, and

WHEREAS, the director of the South Carolina Department of Archives and History has been appointed by the Governor as State Historic Preservation Officer, he or his duly authorized representative shall represent the Grantor Agency in all administrative concerns of this covenant.

WHEREAS, a grant in the amount of \$25,000 has been awarded to the South Carolina Department of Mental Health for the stabilization and weatherization of the Babcock Building, including general requirements, structural masonry, nonstructural carpentry, roofing material, exterior walls and eaves, and exterior finishes;

NOW THEREFORE, the Property Owner agrees to the following provisions:

MAINTENANCE AND ADMINISTRATION

For a period of 20 years, until June 17, 2013, there shall run with the land, described in Exhibit A, a covenant, in favor of and enforceable by the State of South Carolina, requiring the owner and any successors in interest to repair, maintain and administer the features, materials, appearance, workmanship, and environment of the premises in the state of repair and condition as at the time of completion of the grant-assisted work, or as at any subsequent time approved in writing by the State Historic Preservation Officer.

Nothing in this agreement shall prohibit the owner from seeking financial assistance from any source available to him.

Any subsequent work, interior or exterior, undertaken on the property described in Exhibit A shall conform to the Secretary of the Interior's "Standards for Historic Preservation Projects", Exhibit B, which is attached hereto and made a part of this agreement until June 17, 2013. Until this date, the owner and all successors in interest agree to submit to the State Historic Preservation Officer, for review and approval, a written notice of intent for any proposed changes to the property. This notice may include the construction plans and specifications along with 5" X 7" black and white photographs of the areas to be affected. The State Historic Preservation Officer will review the proposed plans. Proposed work shall not begin until receipt of written approval from the State Historic Preservation Officer.

ENFORCEMENT

As a condition of this covenant, representatives of the State Historic Preservation Officer may, upon reasonable notice, enter the property at reasonable times and in a reasonable manner to assure compliance with the terms of the agreement. In the event of a violation of any covenant or restriction herein, the State of South Carolina through its Attorney General shall have available all legal and equitable remedies to enforce the owner's obligations hereunder.

IN WITNESS WHEREOF, the owner has caused this covenant to be duly executed in his behalf and seal to be herunto affixed and attested; and, thereafter, the State has caused the same to duly executed in its behalf this 17th day of June, 1993.

SOUTH CAROLINA DEPARTMENT
OF MENTAL HEALTH

Owner

Jack Butler
Signature

ATTEST:

Miriam M. Blank

Linda C. Hastey

Sept. 3, 1993
Date

SOUTH CAROLINA DEPARTMENT
OF ARCHIVES AND HISTORY

Mary W. Edmonds
Signature

ATTEST:

Edward B. Tolson

Lona E. Williams

June 17, 1993
Date

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PERSONALLY appeared before me the undersigned witness, who, first being duly sworn, says that (s)he was present and saw the South Carolina Department of Archives and History by its duly authorized Official sign, seal, and as its act and deed deliver the within written document; and that (s)he, with the other witness whose name is subscribed above, witnessed the due execution thereof.

SWORN to before me this 7th day of June, 1993.

Edward B. Tolson
Witness

[Signature] (LS)
Notary Public for South Carolina

My commission expires 4/5/98

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PERSONALLY appeared before me the undersigned witness, who, first being duly sworn, says that (s)he was present and saw the South Carolina Department of Mental Health by its duly authorized Official sign, seal, and as its act and deed deliver the within written document; and that (s)he, with the other witness whose name is subscribed above, witnessed the due execution thereof.

SWORN to before me this 3rd day of September, 1993.

Miriam M. Blend
Witness

Barbara B. Clary (LS)
Notary Public for South Carolina

My commission expires 9/19/2000

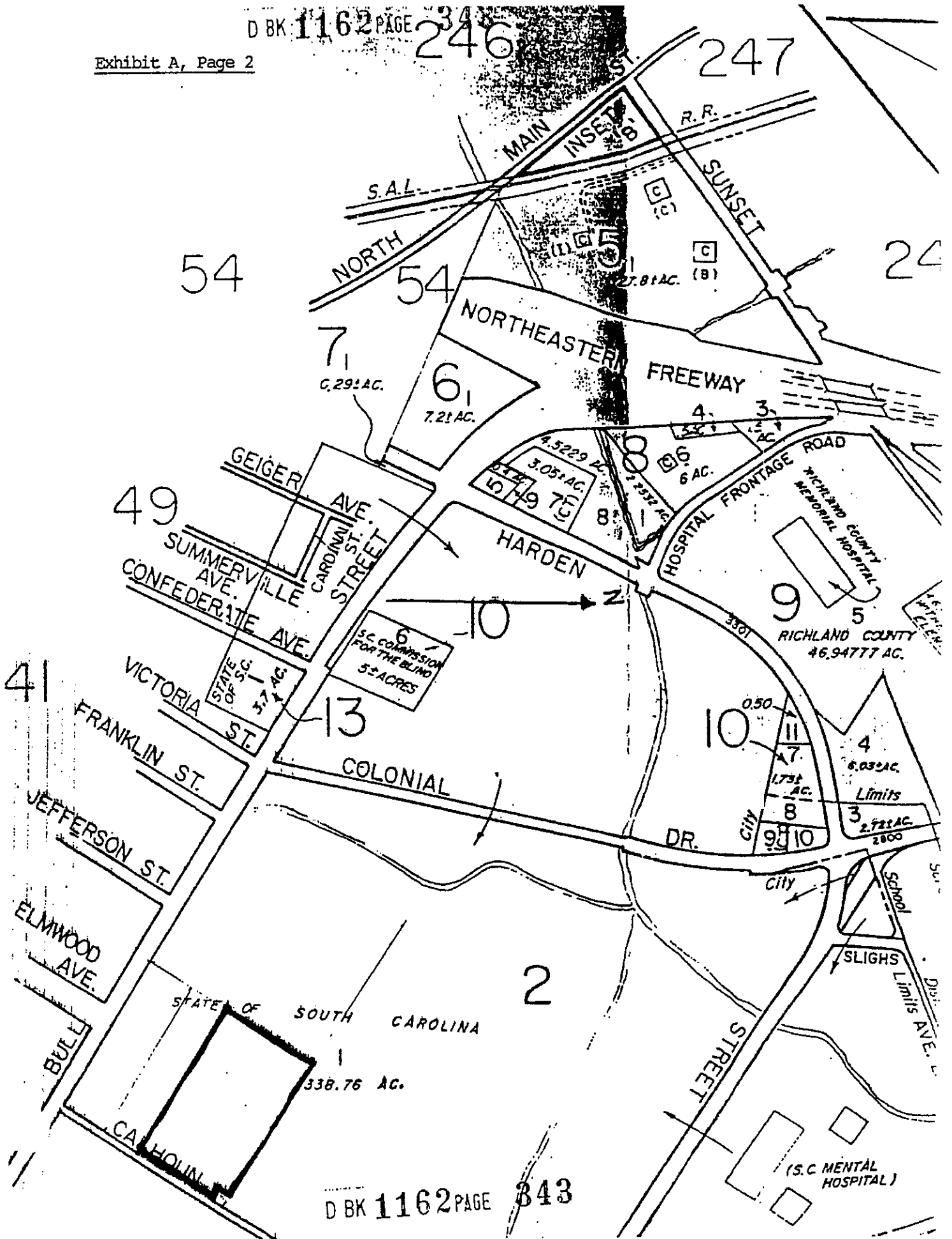
Exhibit A, Page 1

Property Description

The Babcock Building at the South Carolina State Hospital is located at 2414 Bull Street in the city of Columbia, as shown on the attached map. The 14.2 acre site is bounded on the south by Calhoun Street, on the west by Bull Street, and on the north and east by the property line.

The UTM Reference Points are as follows:

- A. 17/497122/3763798
- B. 17/497540/3763215
- C. 17/497045/3763490
- D. 17/496950/3763740



SECRETARY OF THE INTERIOR'S STANDARDS FOR PRESERVATION

GENERAL STANDARDS

The following general standards apply to all treatments undertaken on historic properties listed in the National Register:

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 retained and 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 archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

SPECIFIC STANDARDS

The following specific standards for each treatment are used in conjunction with the eight standards defined above and, in each case, begin with #9. For example, in evaluating protection projects, include the eight general standards plus the three specific standards listed under Standards for Protection.

Standards for Protection

9. Before applying protective measures, which are generally of a temporary nature and imply future historic preservation work, an analysis of the actual or anticipated threats to the property shall be made.

10. Protection shall safeguard the physical condition or environment of a property or archaeological site from further deterioration or damage caused by weather or other natural, animal, or human intrusions.

11. If any historic material or architectural features are removed, they shall be properly recorded, and if possible, stored for future study or reuse.

Standards for Stabilization

9. Stabilization shall re-establish the structural stability of a property through the reinforcement of load bearing members or by arresting material deterioration leading to structural failure. Stabilization shall also re-establish weather resistant conditions for a property.

10. Stabilization shall be accomplished in such a manner that it detracts as little as possible from the property's appearance. When reinforcement is required to re-establish structural stability, such work shall be concealed wherever possible so as not to intrude upon or detract from the aesthetic and historical quality of the property, except where concealment would result in the alteration or destruction of historically significant material or spaces.

Standards for Preservation

9. Preservation shall maintain the existing form, integrity, and materials of a building, structure, or site. Substantial reconstruction or restoration of lost features generally are not included in a preservation undertaking.

10. Preservation shall include techniques of arresting or retarding the deterioration of a property through a program of ongoing maintenance.

Standards for Rehabilitation

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.

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.