

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF CONOVER
AND
NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
FOR
CONOVER STATION REDEVELOPMENT
CATAWBA COUNTY, NORTH CAROLINA**

WHEREAS, the City of Conover, North Carolina (City) has been awarded an Economic Development Initiative Grant by the Department of Housing and Urban Development (DHUD) for the Conover Station Redevelopment Project (the Undertaking); and

WHEREAS, according to DHUD regulation 24 C.F.R. Part 58, the City has assumed responsibility for compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, the Undertaking will adversely affect the Conover Broyhill Plant Complex, a property determined eligible for listing in the National Register of Historic Places; and

WHEREAS, the City has consulted with the North Carolina State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. Part 800, of the regulations implementing Section 106 of the National Historic Preservation Act; and

WHEREAS, in accordance with 36 C.F.R. Part 800.6(a)(1), the City has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR Part 800.6(a)(1)(iii);

NOW, THEREFORE, the City and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

The City shall ensure that the following measures are carried out:

- I. Recordation and Public Education
 - A. The City shall carry out the Recordation Plan attached to this MOA as Appendix A. The recordation results shall be submitted to the SHPO by December 31, 2008 and before any changes are made to the Conover Broyhill Plant Complex. Once the results of the Recordation Plan are accepted by the SHPO and written notification of that acceptance provided to the City, demolition activities at the complex may begin.
 - B. As part of any redevelopment project(s) on the complex site, including

the rehabilitation of the Warlong Building, the City shall mount and maintained a public display(s) explaining the history of the site and its place in the community. The display for each project shall include, but not be limited to, the use of documentary photographs and appropriate text.

II. Dispute Resolution

If the SHPO objects within thirty (30) day of receipt of any plans or documentation required as part of this MOA or to any actions proposed or the manner in which the terms of this MOA are implemented, the City shall consult with the SHPO to resolve the objection. If the City determines that such objection cannot be resolved, the City will:

- A. Forward all documentation relevant to the dispute, including the City's proposed resolution, to the ACHP. The ACHP shall provide the City with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the City shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and SHPO, and provide them with a copy of this written response. The City will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the City may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO, and provide them and the ACHP with a copy of such written response.
- C. The City's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

III. Amendment

Any party to this Agreement may request that it be amended or modified, whereupon the City and SHPO, and when applicable, the ACHP, shall consult in accordance with 36CFR800.6(c)(7) to consider such revision(s).

Any resulting amendments or addenda shall be developed and executed among the City and SHPO, and when applicable, the ACHP, in the same manner as the original Agreement.

IV. Termination

Pursuant to 36CFR800.6(c)(8), the City or SHPO may terminate this Agreement by providing 30 days notice to the other party, provided that the parties shall consult