

## ATTACHMENT G

### SHPO APPROVED HISTORIC PRESERVATION COVENANT

#### Declaration of Covenants

The parties to these covenants are the Commonwealth of Pennsylvania, acting by and through the Pennsylvania Historical and Museum Commission, (hereinafter referred to as the "Commission"), and the \_\_\_\_\_ (full name of Owner) (hereinafter referred to as the "Owner").

The parties agree that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this instrument, entitled "Declaration of Covenants," shall be binding as between the parties and their respective successors and assigns for a period of twenty-five (25) years (the "Term") and shall be recorded, with the \_\_\_\_\_ Recorder of Deeds. The Owner, its successors and assigns, covenants and agrees to assume responsibility for the maintenance, preservation, and administration of the property hereinafter described in satisfactory manner for a demonstrable public benefit.

The provisions of these covenants, hereinafter expressed as covenants running with the land throughout the Term, are herein set forth so as to ensure the maintenance and preservation of the architectural and historical characteristics of the \_\_\_\_\_, located at \_\_\_\_\_, in \_\_\_\_\_, Pennsylvania, which is listed in the National Register of Historic Places under the provisions of the National Historic Preservation Act of 1966 (16 U.S.C. §§ 470 *et seq.*). Architectural and historical characteristics shall be defined as those significant physical features that qualify the property as eligible for the National Register of Historic Places, as outlined in the associated National Register documentation.

The Commonwealth of Pennsylvania, acting by and through its Department of General Services, conveyed the above-referenced property to the Owner by deed dated \_\_\_\_\_ and recorded at the Office of the Recorder of Deeds of \_\_\_\_\_ County at \_\_\_\_\_.

The \_\_\_\_\_ Armory shall be maintained and preserved in accordance with the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties*. No construction, alteration, rehabilitation, remodeling, demolition, site development, ground disturbance, or other action shall be undertaken or permitted to said property without prior written permission from the Commission. Prior to the commencement of work, the Owner agrees to notify, in writing, the Commission of all work on said property in its entirety that might affect the property's architectural or historical characteristics. The Commission will be given thirty (30) days from receipt of the notice to review and approve in writing the appropriateness of said work.

For work that involves ground disturbance, the Commission may require archaeological investigation at the Owner's expense. In the event that archaeological materials are discovered during ground-disturbing activities, work shall temporarily cease, and the Commission shall be consulted for instructions prior to proceeding with the work. Any archaeological work shall be conducted in accordance with the U.S. Secretary of the

Interior's *Standards and Guidelines for Archaeological Documentation* (48 FR 447344-37) and any such standards and guidelines as the Commission may specify.

The Owner shall allow the Commission, at all reasonable times and upon reasonable advance notice to the Owner, access to inspect said property to ensure compliance with this covenant.

It is further agreed that the Commission in no way assumes any liability or obligation for maintaining, repairing or administering said property and the Owner shall hold the Commission harmless from and indemnify the Commission against any and all claims, demands and actions based upon or arising out of any activities performed by the Commission, its officials, employees and agents under this covenant and shall, at the request of the Commission, defend any and all actions brought against the Commission based upon any such claims or demands.

Failure of the Commission to exercise any rights or remedies granted under this covenant shall not be construed to be a waiver by the Commission of its rights and remedies in regard to the event of default or any succeeding event of default.

The rights and remedies of the Commission provided in this covenant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this covenant.

In Witness thereof, the \_\_\_\_\_ (full name of Owner) has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_  
\_\_\_\_\_  
(Print/Type name and title)

Commonwealth of Pennsylvania  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing Declaration of Covenants to be the free act and deed of the Owner, and being so authorized to do so, executed the foregoing instrument for this purpose therein contained.

\_\_\_\_\_  
My commission expires

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the Commission agrees to accept this Declaration of Covenants on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Pennsylvania Historical and Museum Commission,  
State Historic Preservation Officer

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, personally appeared the above named State Historic Preservation Officer of the Pennsylvania Historical and Museum Commission and executed the foregoing instrument for the purpose therein contained.

\_\_\_\_\_  
My commission expires

\_\_\_\_\_  
Notary Public