

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 _____, (hereinafter referred to as the _____).

The parties agree that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby declare that this instrument, entitled "Declaration of Covenants," shall be binding as between the parties and their respective successors and assigns and shall be recorded with a certain deed dated _____ from _____, Grantor, to the _____, recorded with the _____ Recorder of Deeds at Book _____, Page _____. The _____, its successors and assigns, covenants and agrees to assume responsibility for the maintenance, preservation, and administration of the property in satisfactory manner for a demonstrable public benefit for a period of _____ () years from _____, the date of execution of this instrument.

The provisions of these covenants, hereinafter expressed as covenants running with the land, are herein set forth so as to ensure the maintenance and preservation of the architectural and historical characteristics of _____, which has been determined eligible for listing or is listed in the National Register of Historic Places under the provision of the National Historic Preservation Act of 1966 (80 Stat. 915). Architectural and historical characteristics shall be defined as those significant physical features that qualified the property as eligible for the National Register of Historic Places.

The _____ shall be maintained and preserved in accordance with the 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 the prior written permission from the Commission. Prior to the commencement of work, the _____ 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 _____'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 Secretary of the Interior's *Standards and Guidelines for Archaeological Documentation* (48FR 447344-37) and any such standards and guidelines as the Commission may specify.

The _____ shall allow the Commission, at all reasonable times and upon reasonable advance notice to the _____, access to inspect said property to ensure compliance with this preservation 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 _____ shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Commonwealth, Commission, its officials, employees and agents under this covenant and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth 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 Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

The rights and remedies of the Commonwealth 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 _____ has hereunto set its hand and seal this
_____ day of _____, _____.

By _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

This record was acknowledged before me on _____ by
_____ as _____ who represents that he (or she)
is authorized to act on behalf of _____.

Notary Public

Title of office

My commission expires: _____

In Witness thereof, the Commission agrees to accept this Declaration of Covenants on this
_____ day of _____.

Pennsylvania Historical and Museum Commission

By _____

Andrea L. MacDonald

Deputy State Historic Preservation Officer

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DAUPHIN

This record was acknowledged before me on _____ by Andrea L.
MacDonald as the Deputy State Historic Preservation Officer who represents that she is
authorized to act on behalf of the Pennsylvania Historical and Museum Commission.

Notary Public

Title of office

My commission expires: _____