

## RESOLUTION

No. \_\_\_\_\_

WHEREAS, the Township of Lower Merion desires to undertake the exterior restoration of property owned by the Township and known as Ashbridge House (the “Project”); and

WHEREAS, the Township desires to apply to the Pennsylvania Historical and Museum Commission (PHMC) for a grant to be used for the purpose of carrying out this Project; and

WHEREAS, the Township understands that if the grant is awarded by the PHMC it will automatically be accepted by the Township pursuant to the terms of a Grant Agreement between the Township and PHMC; and

WHEREAS, the Grant Agreement will incorporate the terms of a Declaration of Covenants to be entered into by the Township which Covenant will impose certain limitations and requirements of the Township regarding the Ashbridge House property.

NOW THEREFORE, the Board of Commissioners of the Township of Lower Merion does hereby resolve:

1. The “Signature Page for Grant Application and Grant Agreement” may be signed on behalf of the Township by the Official who, at the time of signing, has the title of President, Board of Commissioners.
2. If the Township is awarded a grant, the “Grant Agreement Signature Page”, signed by the above Official, will become the applicant/grantee’s executed signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
3. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official, who, at the time of the signing of the amendment, has the title specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the Township of Lower Merion Board of Commissioners this 18th day of January 2017.

Attest: \_\_\_\_\_  
Jody L. Kelley  
Secretary

\_\_\_\_\_  
Daniel S. Bernheim  
President  
Board of Commissioners

## **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 [Name of the Grant Recipient], (hereinafter referred to as the [Short Name of the Grant Recipient]).

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 [Date of previous deed] from [Name of the previous Owner], Grantor, to the [Name of the Grant Recipient], recorded with the [County Name] Recorder of Deeds at Book [Number/Letter], Page [Number]. The [Short Name], 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 fifteen (15) years from [Date Covenant is signed], 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 [Name or Address of Property], 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 [Name or Address of Property] 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 [Short Name] 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 [Short Name]'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 [Short Name] shall allow the Commission, at all reasonable times and upon reasonable advance notice to the [Short Name], 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 [Short Name] 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 [*Short Name*] has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

*Name of Grant Recipient*

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 [*Name of the Grant Recipient*]; and being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

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

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public