

TOWNSHIP OF LOWER MERION

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.

RESOLVED, this ____ day of _____, 2019.

BOARD OF COMMISSIONERS
TOWNSHIP OF LOWER MERION

By: _____
Daniel S. Bernheim, President

ATTEST:

Jody L. Kelley, Secretary

DECLARATION OF COVENANTS

The parties to this Declaration of Covenants are the Commonwealth of Pennsylvania, acting by and through the PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION, (hereinafter referred to as the “Commission”), and the TOWNSHIP OF LOWER MERION (hereinafter referred to as the “Township”).

WHEREAS, the Township is in title to a 26.75 acre tract of ground located at the intersection of West Montgomery Avenue and Airdale Road, Rosemont, Parcel No. 40-00-40412-003, the property having been devised to the Township under the will of Emily Rebecca Ashbridge, recorded in Will Book 93, page 286 and accepted by Agreement of the Board of Commissioners of the Township of Lower Merion dated April 30, 1941 and recorded in the Office of the Recorder of Deeds, Norristown, in Deed Book 1392, Page 20 *et. sec.* (the “Property”), which Property has been developed and is used as a public park and playground; and

WHEREAS, several structures are located on the Property, among them being the prior owner’s residence, known as Ashbridge House, and an accessory structure formerly used as a chicken coop (together hereinafter the “Historic Assets”), both of which have historic value recognized by the Commission; and

WHEREAS, the Township has applied for a monetary grant from the Commission to be applied towards the cost of rehabilitating Ashbridge House, and the Commission has approved that grant on condition that this Covenant be executed.

NOW THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree effective the _____ day of _____, 2019 (the “Effective Date”) as follows:

The Township its successors and assigns, covenants and agrees to assume responsibility for the maintenance, preservation, and administration of the Historic Assets in satisfactory manner for a demonstrable public benefit for a period of fifteen (15) years from the Effective Date hereof.

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 the Historic Assets, which have been determined eligible for listing or are 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 Historic Assets 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 with respect to the Historic Assets without the prior written permission from the Commission. Prior to the commencement of such work, the Township agrees to notify, in writing, the Commission of all work related to the Historic Assets in their entirety that might affect the Historic Assets' 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 Township'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 Township shall allow the Commission, at all reasonable times and upon reasonable advance notice to the Township, access to inspect the Historic Assets 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 the Historic Assets and the Township 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.

This "Declaration of Covenants" shall run with the land for a period of Fifteen Years from the Effective Date following which it shall expire and have no further effect, and shall be binding as between the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Township has caused this instrument to be executed effective the day and date first above written.

TOWNSHIP OF LOWER MERION

By_____

Daniel S. Bernheim

President, Board of Commissioners

Attest:

Jody L. Kelley, Township Secretary

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

Pennsylvania Historical and Museum Commission

By_____

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this ____ day of _____, _____, personally appeared the above named _____ and acknowledged he is the President of the Board of Commissioners of the Township of Lower Merion, and that as such President he executed the foregoing Declaration of Covenants on behalf of the Township of Lower Merion, being authorized to do so, for the purposes therein contained.

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

Notary Public

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