

CONSERVATION EASEMENT AGREEMENT

INTRODUCTION. This conservation easement agreement is made the 26th day of September, 2011, between the City of Lancaster, as GRANTOR of a conservation easement (hereafter referred to as the "Grantor"), and the Pennsylvania State Historic Preservation Office, as GRANTEE of the conservation easement (hereafter referred to as the "Grantee"). This conservation easement agreement is entered under Pennsylvania law for the purpose of preserving the Central Market of the City of Lancaster a building that is important culturally, historically, and/or architecturally.

1. **The Subject Property.** This agreement creates a conservation easement in real estate legally described in Exhibit A. The Subject Property is the site of the Central Market, located at 23 North Market Street, Lancaster City, Lancaster County, Pennsylvania (hereafter referred to as the "Subject Property").

2. **Grant of conservation easement.** In consideration of the sum of \$ 300,000 received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement in the Subject Property for the purpose of assuring preservation of the Central Market.

3. **Easement required for Federal grant.** This conservation easement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund for the Save America's Treasures Grant Program.

4. **Conditions of easement:**

a. *Duration.* This conservation easement is granted for a period of fifty (50) years commencing on the date when it is filed with the Recorder of Deeds Office for Lancaster County, Commonwealth of Pennsylvania, in the United States of America.

b. Documentation of condition of the Central Market at time of grant of this easement. In order to make more certain the full extent of Grantor's obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Subject Property, including significant interior elements in spatial context, a list of character-defining materials, features, and spaces is incorporated as Exhibit "B" at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the Subject Property. To complement Exhibit "B", Grantee and/or the Grantor personnel have compiled a photographic record, including photographer's affidavit, black and white photographs and negatives, or electronic image files saved as high resolution images, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Subject Property on the date of execution of this easement is accurately documented by the architectural drawings and

photographic record, which shall be maintained for the life of this easement in the Grantee's conservation easement file for the Subject Property.

c. Duty to maintain the Subject Property. The Grantor agrees to assume the cost of continued maintenance and repair of the Subject Property so as to preserve the architectural, historical, and/or archeological integrity of the Subject Property and its materials to protect those qualities that made the Subject Property eligible for listing in the National Register of Historic Places (or a Subject Property contributing to the significance of a National Register listed Historic District) throughout the effective date of this Easement.

d. Restrictions on activities that would affect historically significant components of the Subject Property. The Grantor agrees that no demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant exterior features or interior spaces identified as significant in Exhibit "A." Exterior construction materials, architectural details, form, fenestration, scale, and mass should not be adversely affected nor the structural soundness or setting altered without prior written permission of the Grantee affirming that such reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's Standards for the Treatment of Historic Properties (hereinafter referred to as the "Standards").

e. Restrictions on activities that would affect archeological resources. The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit "A" without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's applicable "Standards for Archeology and Historic Preservation".

f. Maintenance of recovered materials. The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the applicable Standards for Archeology and Historic Preservation or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.

g. Public access. The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the Subject Property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Subject Property may also be open at other times in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

h. Right to inspect. The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Subject Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this conservation easement agreement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Subject Property the easement holder shall be granted access to the Subject Property with no prior notice.

i. Anti-discrimination. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee (or State Historic Preservation Office if another organization is holding the easement).

j. Easement shall run with the land; conditions on conveyance. This conservation easement shall run with the land and be binding on the Grantor, its successors, and assigns. The Grantor agrees to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property, or any part thereof.

k. Casualty Damage or Destruction. In the event that the Subject Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Subject Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Subject Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register (or the SHPO if the Grantee is not the State) in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Subject Property from the National Register. If the Subject Property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, then the Grantee will initiate requisite legal action to recover, at

a minimum, the Federal grant funds applied to the Subject Property which will then be returned to the U.S. Government.

l. Enforcement. The Grantee shall have the right to prevent and correct violations of the terms of this conservation easement. If the Grantee, upon inspection of the Subject Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Subject Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Subject Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Subject Property to reimburse the Grantee and the State Attorney General for all the State's expenses incurred in stopping, preventing, and/or correcting the violation, including, but not limited, to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

m. Effective date; severability. This conservation easement shall become effective when filed by the Grantor in the Office of the Recorder of Deeds for Lancaster County, Pennsylvania, with a copy of the recorded instrument provided to the Grantee for its conservation easement file. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.

n. Amendments. The parties may by mutual written agreement jointly amend this conservation easement, provided the amendment shall be consistent with preservation purpose of this conservation easement and shall not reduce the regulatory controls listed in the conditions of this conservation easement. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the Lancaster County Recorder of Deeds.

This instrument reflects the entire agreement of Grantor and Grantee regarding the subject easement. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal
on the days and year set forth below.

GRANTOR:

ATTEST:

CITY OF LANCASTER


Janet Spleen, City Clerk

By: 
J. Richard Gray, Mayor

By: 
E. William Andrews, Controller

GRANTEE: PA Historical & Museum Commission

By: 
Jean H. Cutler, Deputy State Historic Preservation Officer

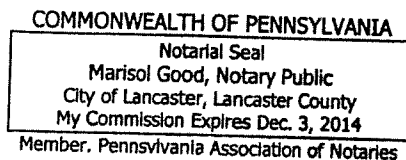
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF LANCASTER)

) SS.:

ON THIS, the 15th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared J. RICHARD GRAY, who acknowledged himself to be the Mayor of the City of Lancaster, and that he as such Mayor being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation.

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



[Redacted Signature]

Notary Public

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF DAUPHIN
~~COUNTY OF LANCASTER~~

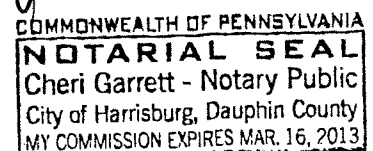
) SS.:

ON THIS, the 26th day of September, 2011, before me, a Notary Public, personally appeared Jim Duttler, who stated that he is the duly appointed and actively serving as DSHPO, and that he executed the foregoing conservation easement agreement as his voluntary act and as the voluntary act of the State Department of Cultural Affairs. her
PA Historical Museum Commission.

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

[Redacted Signature]

Notary Public



My Commission expires: 3/16/2013

EXHIBIT A TO THE CONSERVATION AGREEMENT

Legal Description of the Subject Property

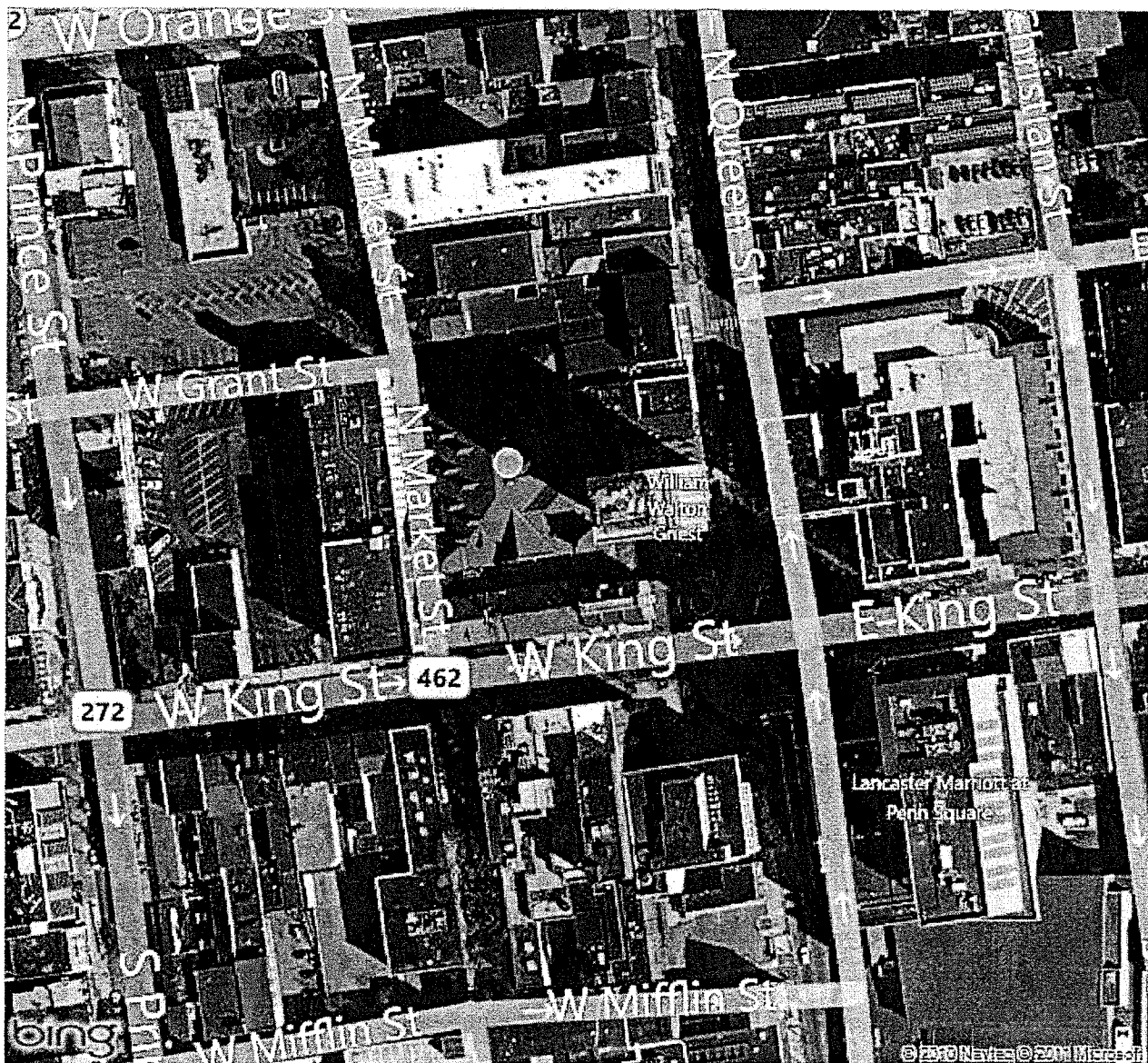
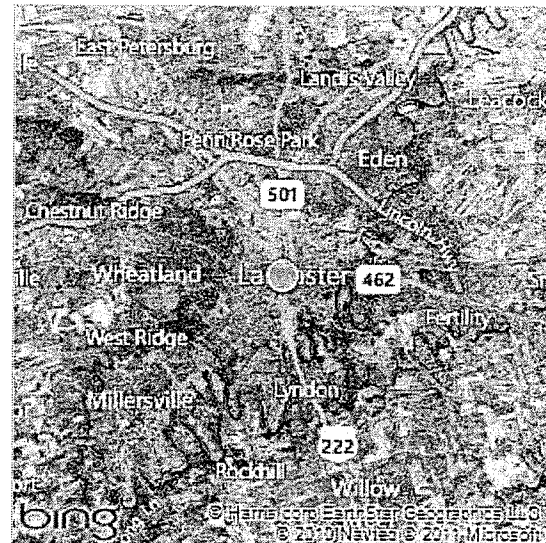
That certain parcel of real estate and improvements known as the Central Market and located in the City of Lancaster, Lancaster County, Pennsylvania on Grant Street in Market Square identified as Tax Parcel No. 3316603700000 in the Assessment Records of the County of Lancaster and as more particularly shown on the diagram attached hereto and incorporated herein as Exhibit A.1.

bing Maps

2 W Grant St, Lancaster, PA 17603

Central Market, Lancaster PA

 **FREE!** Use Bing 411 to find movies,
businesses & more: 800-BING-411



Bird's eye view maps can't be printed, so another map view has been substituted.

Tools

Parcel Search for Lancaster County, PA

Navigation

Query/Info

Selection

NEW

Tabular Results

Selection Set Results

parc0 (1 - 1 of 1 Record)

ACCOUNT	ADDRESS	Total Assessment	Bldg Assessment	Land Assessment	Deed Acres	Deed BK PG Ref
3316603700000	2 W GRANT ST	\$874,400	\$776,400	\$ 98,000	0.49	NR

System

Scale 1: 947

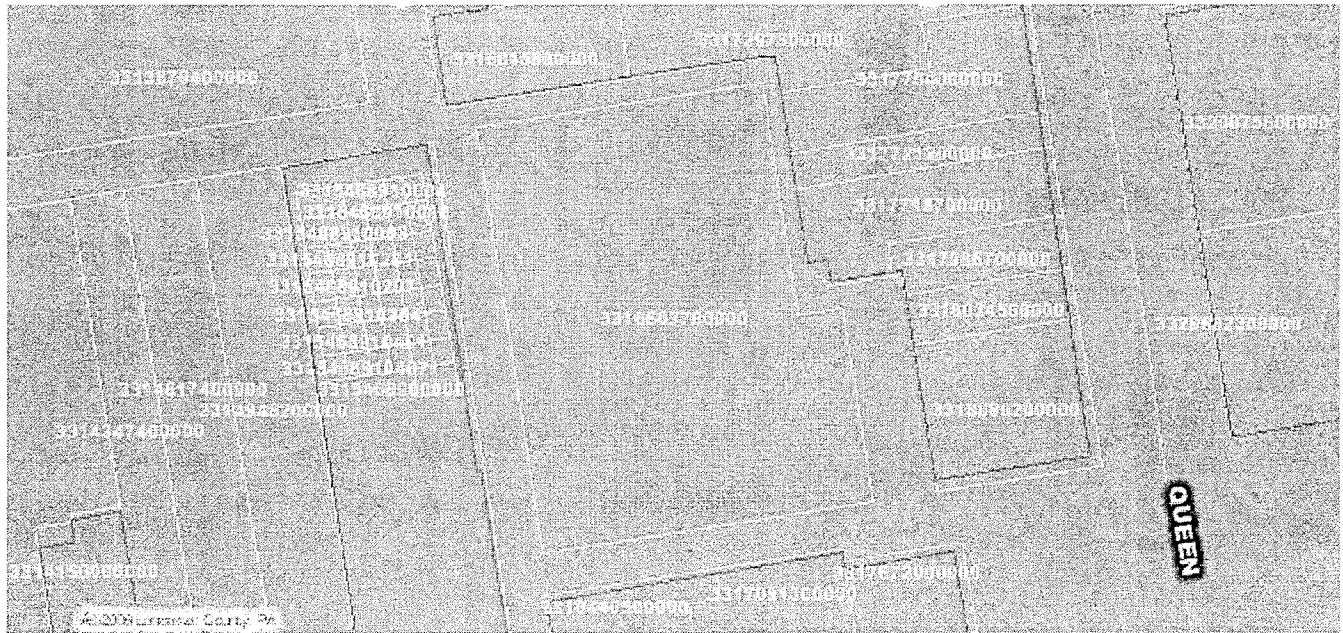


EXHIBIT B TO THE CONSERVATION AGREEMENT

BASELINE DOCUMENTATION

CENTRAL MARKET, LANCASTER, PENNSYLVANIA

To remain eligible for listing on the National Register of Historic Places, a Subject Property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of Central Market. Also current photo documentation and the narrative of the National Register nomination must be attached to the baseline documentation.

Significant Character Defining Interior Spaces and Features

The spatial organization of the main ground floor, with a basic grid layout formed by aisles and market stalls.

The building's one-story interior height, and the clear-span expanse of the ceiling.

The exposed structural roofing system of wood and steel trusses, including wood columns with large timber brackets carrying wood cross beams, and steel Howe trusses supporting the central section of the main roof.

The arched multi-lite transoms above the entry doorways.

The exposed masonry walls (historically painted white).

Significant Character Defining Exterior Spaces and Features

The building's overall form as a freestanding structure surrounded on four sides by narrow market alleys, and the orientation on its urban parcel.

The building's shape and functional features, including:

- The gabled outline of the roof on the primary south façade, echoed in a smaller gable on the secondary east elevation
- The two square towers rising 72 feet on the east and west ends of the south façade, with pyramidal roofs covered in *terra cotta* shingles and featuring ornamental metal cornices
- The main hipped gable roof with 22 operable multi-lite casement dormers positioned in two alternating tiers or rows

- The historic fenestration, including multiple entries on all four elevations with operable doors, arched windows on the two towers and within the two gables, and divided-lite windows with transoms on all four elevations

The historic building materials and decorative details, including:

- Brick walls, pilasters, corbelling, watertables, rowlock headers above windows and doors, and arches over round-headed windows and gable entry doors
- Rusticated brownstone watertables and belt courses on the gables and towers, window headers and window sills
- Stone checkerboard design within the pediments of the primary south gable and secondary east gable
- Building's *terra cotta* nameplate on the south façade above the entry doors
- Sheet metal cornices on the towers, metal finials and ornamental scrolls on the front gable and along the raking cornice