

H Covenant Related to Archaeological Matters

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NAS JRB Willow Grove PA

Covenant Regarding Archaeological Matters: As more fully described in the document attached to this Quitclaim Deed and incorporated herein as Exhibit __, specific archaeological areas within NAS JRB Willow Grove PA have been identified and are referred to within, collectively, as “Archaeological Sites”. The archaeological areas located at Willow Grove consist of the Stemple/Sill Farmstead Site (36-MG-0459) and the Hallowell House Site (36-MG-0460). (Refer to Figures 1-3 of Exhibit __)

GRANTEE, its successors, and its assigns hereby covenant at all times to maintain and preserve the Archaeological Sites and access to such sites as follows:

1. No disturbance of the ground surface or any other action shall be undertaken or permitted to be undertaken on the Archaeological Sites that would affect the physical integrity of the Archaeological Sites without first obtaining the prior written permission of the PA SHPO (signed by a fully authorized representative thereof). Should the PA SHPO require GRANTEE to conduct a Phase II evaluation study, as a condition to granting such prior written permission, then the GRANTEE shall notify the Delaware Tribe of Indians prior to any ground disturbance, and, if required by the SHPO, conduct archaeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the Archaeological Sites. The GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior’s Standards and Guidelines for Archaeological Documentation (48 FR 447344-37) and any additional standards and guidelines as PA SHPO may specify (including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports of artifacts and other materials, and re-interment of human remains.)
2. GRANTEE shall make every reasonable effort to prohibit and prevent any person from vandalizing or otherwise disturbing the Archaeological Sites and shall promptly report any such disturbance to the PA SHPO.
3. GRANTEE shall allow the PA SHPO or his/her designee, upon reasonable advance notice to GRANTEE, access to conduct annual inspection of the Archaeological Sites in order to ascertain whether GRANTEE is complying with the conditions of this covenant.
4. In the event of an inadvertent discovery of human remains during the course of any ground disturbance at the Archaeological Sites, the GRANTEE shall cease activity immediately and inform the PA SHPO who may require consultation with the Delaware Tribe of Indians or other organizations, and re-interment of human remains. Artifacts and other materials recovered with the human remains shall be turned over to the PA SHPO for curation of the inadvertent discovery.

5. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, GOVERNMENT, or (upon 60 days prior notice to GOVERNMENT), the PA SHPO may, following reasonable written notice to GRANTEE, institute a suit to enjoin said violation or to require the restoration of the Archaeological Sites.

6. The failure by GOVERNMENT or by the PA SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by GOVERNMENT or by the PA SHPO of any other right or remedy or the use of such right or remedy at any other time

7. This covenant shall be binding on GRANTEE, its successors, and its assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by GRANTEE, its successors, and its assigns, verbatim or by express reference in any deed or other legal instrument by which such party divests itself of either the fee-simple title or any lesser estate in the property containing the archaeological sites or affording access thereof.

8. This covenant shall be a binding servitude upon the real property that includes the Archaeological Sites and access to such sites, and shall be deemed to run with the land.

The figures referred to in the Covenant Regarding Archaeological Matters for NAS JRB Willow Grove identify the locations of culturally sensitive resources; therefore, the figures are not included in Appendix H of the FEIS. The figures are, however, available to the appropriate organizations and/or agencies.