

**MEMORANDUM OF AGREEMENT
HISTORICAL PRESERVATION COVENANT
QUARtermaster DEPOT, YUMA, ARIZONA**

WHEREAS, the General Services Administration (GSA), under the authority of the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 484(K)(3)), proposes to convey, for historic monument purposes, the property known as the Quartermaster Depot, 4th Avenue and Colorado River, Yuma, Arizona 85364; consisting of approximately 21 acres of land, as described in the Quitclaim Deed, including structures to the State of Arizona; Arizona State Parks, and

WHEREAS, the Quartermaster Depot is listed as a National Landmark including; the Corral House with additions; the Storehouse; and the Bridge (hereinafter referred to as the structures), are historical elements of the Quartermaster Depot; and

WHEREAS, GSA has determined that the transfer of ownership may result in physical alterations to said property; and

WHEREAS, GSA requires that such physical alterations be considered and conducted in accordance with relevant regulatory provisions of sections 106 and 110 of the National Historic Preservation Act of 1966, as amended:

NOW THEREFORE, GSA, the Arizona State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (ACHP) agree that in order to take into account the effect of the proposed undertaking, the following Historic Preservation Covenant will be inserted in the instruments of conveyance and hereinafter run with the land:

The Grantee covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof that the real property above described is hereby conveyed subject to the conditions, restrictions, and limitations hereafter set forth which are covenants running with the land; that the grantee, its successors and assigns, covenants and agrees, that in the event that the property is sold or otherwise disposed of, these covenants and restrictions shall be inserted in the instruments of conveyance.

Historic Covenants

1. The property shall be forever used and maintained as and for historical monument purposes and for those purposes only in perpetuity in accordance with the application and approved Program of Preservation and Utilization dated March 20, 1997. The Program of Preservation and Utilization may be amended from time to time at the request of either the

Grantee or the United States of America with the written concurrence of the other party, and such amendment shall be added to and become part of the aforesaid approved Program of Preservation and Utilization.

2. No construction, alteration, remodeling, rehabilitation, or disturbance of the ground surface shall be undertaken without formal consultation with and the written concurrence of the SHPO. The SHPO shall be given 30 days time to review and approve, or disapprove the proposed action, together with the opportunity to recommend an alternative course of action if the proposed action has the potential to adversely affect the historic property, including historic buildings and structures and archaeological deposits. If the SHPO fails to respond within this period, the action may proceed as planned. SHPO involvement should begin at the design development stage, and must precede acceptance of final working drawings.

3. In the event of a breach of any condition or covenant, herein imposed, the United States of America, may immediately re-enter and possess itself of title to the herein conveyed premises.

4. Biennial reports setting forth the use made of the property during the preceding two-year period shall be filed by the Grantee with the National Park Service, Historical Review Section, P.O. Box 728, Santa Fe, New Mexico 87504, or such other address as may be designated by the Secretary of the Interior.

5. Other than as provided for in the approved Program of Preservation and Utilization, the Grantee will not sell, lease, assign or otherwise dispose of any of the premises above described, except to another local governmental agency that the Secretary of the Interior or his designee, determines in writing can assure the continued use and maintenance of the property for historic monument purposes. However, nothing in this provision shall preclude the Grantee from providing facilities and services to the visiting public compatible with the approved Program of Preservation and Utilization through concession agreements entered into with third parties, provided the prior written concurrence of the Secretary of the Interior or his designee is obtained to such agreement.

6. The structures situated on the property will be preserved and maintained in accordance with plans submitted in writing to the State Historic Preservation Officer (SHPO), 1300 West Washington Street, Phoenix, Arizona and must be developed in accordance with the Secretary of the Interior's Standard for Rehabilitation. Any such plans must be submitted to the National Park Service, Historical Review Section, P.O. Box 728, Santa Fe, New Mexico 87504, or such other

address as may be designated by the Secretary of the Interior, for review and approval prior to the initiation of construction. The development of the property shall be in compliance with the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings and the Secretary of the Interior's Standard for Archaeology. Development plans must be approved by the SHPO, in accordance with paragraph 2. The failure of any project activity to meet the Secretary of the Interior's Standards will result in an adverse effect.

7. Any lease between the Arizona State Parks and any organization or agency other than a municipal agency shall be subject to the review and approval by the Secretary of the Interior through the National Park Service, Historical Review Section, Santa Fe, New Mexico, prior to execution.

The acceptance of the delivery of the Deed shall constitute conclusive evidence of the agreement of the Grantee to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.

Execution of this Memorandum of Agreement and implementation of its terms evidence that GSA has afforded the ACHP an opportunity to comment on the proposed transfer of ownership for the Quartermaster Depot, Yuma, Arizona, and its effects on this historic property, and that GSA has taken into account such effects on the historic property.

GENERAL SERVICES ADMINISTRATION

By: Arthur J. [Signature] Date: 9/3/98
Agency Historic Preservation Officer

STATE HISTORIC PRESERVATION OFFICE

By: James W. [Signature] Date: 2/1/99
State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: John M. [Signature] Date: 2/1/99
Executive Director

ACKNOWLEDGED AND AGREED:

ARIZONA STATE PARKS BOARD

By: [Signature] Date: 2/1/99
Arizona State Parks, Executive Director