

**NEW JERSEY HISTORIC TRUST
GARDEN STATE PRESERVATION FUND
HISTORIC PRESERVATION EASEMENT**

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Prepared by: NJHT Staff
Principal Historic Preservation Specialist
New Jersey Historic Trust

Address: PO Box 457
Trenton, New Jersey 08625-0457

Record and return to: New Jersey Historic Trust
PO Box 457
Trenton, New Jersey 08625-0457

(Note: If using delivery service, please mail to New Jersey Historic Trust at 101 South Broad Street,
Room 604, Trenton, NJ 08608)

DEED OF HISTORIC PRESERVATION EASEMENT

THIS DEED OF HISTORIC PRESERVATION EASEMENT is made this ____day of ____, 20__

Between **FRIENDS OF OLD BUILDING**, having a mailing address at 24 Old Building Lane, Any Town, New Jersey 08065, hereinafter referred to as the "Grantor";

And **NEW JERSEY HISTORIC TRUST**, having a mailing address at P.O. Box 457, Trenton, NJ 08625-0457, hereinafter referred to as the "Grantee".

Grantor grants and conveys to the Grantee a historic preservation easement (hereinafter the "Easement") on Grantor's property located in the Municipality of Any Town, County of _____, more fully described in Schedule A annexed hereto (hereinafter the "Property") for and in consideration of the sum of ONE DOLLAR (\$1.00) and a matching grant from Grantee to restore, rehabilitate, stabilize, and/or improve the Property for the continuing benefit of the people of the State of New Jersey (hereinafter the "Grant").

The tax map reference for the Property is:

Block 14, Lot 26

WHEREAS, Grantee is authorized pursuant to N.J.S.A. 13:1B-15.111 et. seq. and N.J.S.A. 13:8C-1 et. seq. to acquire historic preservation easements to protect New Jersey properties with historic, aesthetic or cultural significance being rehabilitated, stabilized, restored and improved through matching grants by the Garden State Historic Preservation Trust Fund in order to assure the continued preservation of grant-assisted properties for the public benefit; and

WHEREAS, the Grantor is the sole and exclusive owner of the Property; and

WHEREAS, the Property possesses historic, aesthetic, or cultural significance to Grantor and the people of the State of New Jersey and was listed as Old Building in the New Jersey Register of Historic Places on 5/24/2003 and/or the National Register of Historic Places on 6/18/2003 and

WHEREAS, Grantor and Grantee intend that the Property be preserved and maintained;

NOW, THEREFORE, Grantor promises that the Property will be owned, used and conveyed subject to, and not in violation of, the following covenants and restrictions:

1. Purpose. It is the purpose of this Easement to assure the preservation of the Property, to prevent any use of the Property that is not historically appropriate or that is detrimental to or will significantly impair or interfere with the historic features and to assure that public benefit continues after the expenditure of the Grant. The historic features of the Property are documented in a baseline inventory annexed hereto as Schedule B (hereinafter the "Protected Features") that the parties agree provide an accurate representation of the Property at the time of this conveyance and which shall serve as an objective information baseline for monitoring compliance with the terms of this Deed.

2. Term. This Easement shall become effective on May 4, 2012 (hereinafter the "Effective Date") and shall, thereafter, remain in full force and effect for a period of thirty (30) years until May 4, 2042.

3. Grantor's Obligations.

(a) Grantor shall perform the work items described in the Scope of Work (Attachment D-1 to a separate Grant Agreement executed by Grantor and Grantee) annexed hereto as Schedule C;

(b) Grantor shall not demolish or remove the Protected Features;

(c) Grantor shall not, without prior written approval of Grantee:

(i) adversely affect or threaten the structural soundness of the Protected Features;

(ii) make any changes to the Protected Features including alteration, removal, construction, remodeling, addition of new structures or other physical or structural change, including any change in color or surfacing or any excavation or topographical change which affects the appearance or construction of the Protected Features;

(iii) attach to or erect anything on or near the Protected Features which would prohibit them from being visible from ground level, or compromise the historic aesthetic or cultural significance of the Property except for temporary structures needed during any period of approved alteration or restoration.

(d) To prevent deterioration of the Property, Grantor shall maintain the Protected Features in good condition at Grantor's cost and expense. "Good condition" means that the Protected Features are intact and structurally sound, there are few or no cosmetic imperfections and the feature needs no more than routine maintenance.

(e) Grantor shall be responsible for deliberate damage or destruction of Protected Features. If Protected Features are deliberately damaged or destroyed for any reason by the Grantor, or persons acting on behalf of the Grantor; the Grantor shall be responsible for financial reimbursement to the Grantee in accordance with the provisions of Paragraph 19, Section (b). For purposes of this Easement, deliberate damage or destruction may result from, but is not limited to, deferred maintenance, demolition by neglect, and demolition.

(f) Grantor's obligation to maintain the Protected Features shall require replacement, repair, and reconstruction by Grantor whenever necessary, subject to the casualty provisions of paragraphs 11 and 12. Grantor's obligation to maintain the Property shall also require that the Property's landscaping be maintained in good appearance. The existing lawn areas shall be maintained as lawns and regularly mown. The existing meadows and open fields shall be maintained as meadows and open fields, regularly brushhogged to prevent the growth of woody vegetation where none currently grows.

(g) The dumping, abandonment or storage of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property.

(h) The Property shall not be divided or subdivided in law or in fact and the Property shall not be leased, devised or conveyed except as a unit.

(i) No above ground utility transmission lines, except those reasonably necessary for the existing buildings, may be created on the Property, subject to utility easements already recorded.

(j) Grantor's obligation to submit an Annual Easement Report to the Grantee in accordance with Paragraph 5.

4. Requests for Approval. Grantor must seek the approval of Grantee required by Paragraph 3(c) hereinabove by submitting to Grantee a request for approval in the form required by Grantee. Grantor shall submit to Grantee documents, including plans, specifications, and designs where appropriate, describing the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity in a form acceptable to Grantee and sufficient to permit Grantee to monitor such activity.

5. Annual Reports. The Grantor is required to submit an Annual Easement Report (Schedule D) to the Grantee beginning on the date of the first anniversary of the expiration of the Grant Agreement and then continuing throughout the term of the easement.

6. Standards for Review. In exercising any authority created by this Easement to inspect the Property or the Protected Features, to review and approve any construction, alteration, repair, addition of new structures or maintenance, or to review casualty damage or to reconstruct or approve reconstruction of the Protected Features following casualty damage, Grantee shall utilize The Secretary of the Interior's Standards for the Treatment of Historic Properties, (36 CFR 800 et seq.)(hereinafter the "Standards"). To determine the appropriateness of Grantor's request for approval submitted in accordance with Paragraph 4, Grantee may consult records documenting the Property's appearance including photographs and measured drawings, National or State Registers or other survey data, historic structure reports, existing condition surveys and other reports filed or to be filed at the New Jersey Historic Preservation Office,

New Jersey Historic Trust and other appropriate places within the State. Grantor agrees to abide by the Standards in performing all repairs and maintenance.

7. Reserved Rights. Except as set forth in Paragraph 3, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Easement and by Grantee without further approval by Grantee:

(a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not materially impair the Protected Features or the Property; and (iii) are not inconsistent with the purpose of this Easement;

(b) the right to maintain and repair the Protected Features strictly according to the Standards. As used in this Paragraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors applied in a workman-like manner. The right to maintain and repair as used in this paragraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of Grantee in accordance with the provisions of Paragraphs 3, 4 and 6;

(c) the right to continue the existing use and enjoyment of the Property consistent with the purpose of this Easement; and

(d) the right to conduct at or on the Property educational and nonprofit activities that are not inconsistent with the purpose of this Easement.

8. Public Access. The property shall be accessible by the public as specified in Schedule D annexed hereto.

9. Insurance. Grantor shall keep the Property insured by an insurance company authorized to conduct business in the State of New Jersey against loss from the perils commonly insured under standard fire and extended coverage policies in an amount sufficient to reimburse Grantee in the amount of the Grant after all mortgagee claims are satisfied. Grantor shall also carry comprehensive general liability insurance against claims for personal injury and death in an amount not less than \$500,000 per person and \$1,000,000 per occurrence and property damage in the amount of \$250,000 per occurrence. Grantor shall deliver to Grantee, within ten (10) business days of the Effective Date, certificates of such insurance coverage. Each certificate shall name the Grantee, the State of New Jersey and their respective officers and employees as additional insureds and shall certify that coverage may not be cancelled for any reason except after thirty (30) days written notice to Grantee.

10. Indemnification. Grantor shall hold harmless, indemnify and defend Grantee, the State of New Jersey and their respective officers and employees from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in anyway connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause.

11. Casualty Damage or Destruction. In the event the Protected Features shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other like casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification describing 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 Protected Features and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer acceptable to Grantor and Grantee, which report shall include the following:

(a) an assessment of the nature and extent of the damage;

(b) a determination of the feasibility of the restoration of the Protected Features and reconstruction of damaged or destroyed portions of the Protected Features; and

(c) a report of such restoration and reconstruction work necessary to return the Protected Features to the condition existing immediately prior to the damage or destruction.

12. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 11, Grantor and Grantee agree that the Purpose of the Easement will be served by such restoration and reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration and reconstruction of the Protected Features in accordance with plans and specifications agreed to by the parties.

If, after reviewing the report, Grantor and Grantee agree in writing that restoration and reconstruction of the Property is impractical or impossible, or agree in writing that the Purpose of this Easement would not be served by such restoration and reconstruction, Grantor, may, with the prior written consent of Grantee, alter, demolish, remove, or raze the Protected Features, and construct new improvements on the Property. In this event the Grantee is entitled to compensation in accordance with Paragraph 19 of this agreement. In the event of the destruction of Protected Features, Grantor and Grantee may agree to extinguish this Easement in whole or in part in accordance with the laws of the State of New Jersey and Paragraph 15.

13. Condemnation. If the Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation from Grantor in the amount of all past grant monies in accordance with Paragraph 19, Section (b) of this agreement.

14. Assignment. This Easement is assignable by Grantee only to the State of New Jersey or a political subdivision of the State of New Jersey or to a charitable organization that is a qualified organization at the time of transfer under Section 501(c)(3) of the Internal Revenue Code (26 U.S.C. §501(c)(3)), as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder.

15. Extinguishment. If circumstances arise in the future such as to render the purpose of this Easement impossible to accomplish, this Easement may be terminated or extinguished by Grantee and Grantee shall be entitled to compensation from Grantor in the amount of the Grant.

16. Subsequent Transfers. Grantor agrees to give written notice to Grantee of the transfer of any interest in the Property at least thirty (30) days prior to the date of such transfer.

17. Inspection. At least annually, and upon prior reasonable notice to Grantor, representatives of Grantee shall be permitted to inspect and photograph the Property, including the Protected Features. Grantor agrees that it will not unreasonably withhold its consent in determining dates and times for such inspections.

18. Evidence of Compliance. Upon request by Grantee, Grantor shall promptly furnish Grantee with written certification in the form required by Grantee that, to the best of Grantor's knowledge, Grantor is in compliance with the obligations of Grantor contained herein.

19. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened:

(a) Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation within the period of time set forth in the notice and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured.

(b) In the event a violation cannot, or is not, corrected pursuant to Paragraph 19(a) above, Grantee shall be entitled to reimbursement for all past grant monies provided to the Grantor by the Grantee for the subject property.

(c) Grantee may bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for a violation of the terms of this Easement or injury to any Protected Features protected by this Easement, and to require the restoration of the Property to the condition that existed prior to any such injury.

(d) Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Features of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor.

(e) Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(f) Grantee's remedies described above shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or equity.

20. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement. Any such amendment shall be consistent with the purpose of this Easement; shall not permit additional development on the Property other than the development permitted by this Easement on the Effective Date; shall not permit any private inurement to any person or entity; and shall not adversely impact the Protected Features or the Property. Any such amendment shall be recorded by Grantor at its cost and expense in the county in which the Property is located. Nothing in this Paragraph shall require Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

21. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

22. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

23. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and reasonable attorneys' fees, and

any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.

24. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor shall keep the Property free of any construction or mechanics liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

25. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods (i) overnight courier postage prepaid, (ii) registered or certified mail return receipt requested or, (iii) hand delivery; if to Grantor, then to Old Building, 24 Old Building Lane, Any Town, NJ and if to Grantee, then to Executive Director, New Jersey Historic Trust, P.O. Box 457, Trenton, New Jersey 08625-0457. Each party may change its address set forth herein by a notice to such effect to the other party.

26. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

27. Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

28. Recordation. Grantor shall record this instrument in timely fashion in the county in which the Property is located at Grantor's cost and expense.

29. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

30. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

31. Subordination. At the time of the conveyance of this Easement, the Property is subject to a Mortgage/Deed of Trust held by _____ (hereinafter, "Mortgagee"/"Lender"). The Mortgagee/Lender joins in the execution of this Easement to evidence its agreement to subordinate the Mortgage to this Easement under the following conditions and stipulations:

(a) the Mortgagee/Lender and its assignees shall have a prior claim to all insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Property and the proceeds of any condemnation proceeding, and shall be entitled to same in preference to Grantee until the Mortgage/the Deed of Trust is paid off and discharged, notwithstanding that the Mortgage/the Deed of Trust is subordinate in priority to the Easement.

(b) If the Mortgagee/Lender receives an assignment of the lease, rents, and profits of the Property as security or additional security for the loan secured by the Mortgage/Deed of Trust, then Mortgagee/Lender shall have prior claim to the leases, rents, and profits of the Property and shall be entitled to receive same in preference to Grantee until the Mortgagee's /Lender's debt is paid off or otherwise satisfied, notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Easement.

(c) The Mortgagee/Lender or purchaser in foreclosure shall have no obligation, debt, or liability under the Easement until the Mortgagee/Lender or a purchaser in foreclosure under it obtains ownership of the Property. In the event of foreclosure or deed in lieu of foreclosure, the Easement is not extinguished.

(d) Nothing contained in this Easement shall be construed to give any Mortgagee/Lender the right to violate the terms of this Easement or to extinguish this Easement by taking title to the Property by foreclosure or otherwise.

Grantor, Grantee and, if applicable, Mortgagee sign this Deed of Easement as of the date at the top of the first page. If the Grantor is a corporation, this Deed of Easement is signed and attested to by its proper corporate officers and its corporate seal is affixed.

ATTEST:

FRIENDS OF OLD BUILDING

BY: _____

Print Name:

Print Name:

ATTEST:

NEW JERSEY HISTORIC TRUST

By: _____

Executive Director

Print Name:

Print Name:

ATTEST:

MORTGAGEE:

BY: _____

Print Name:

Print Name:

This instrument has been reviewed
and approved as to form.

Paula S. Dow
Attorney General of New Jersey

By: _____

Patricia Stern
Deputy Attorney General

GRANTOR'S ACKNOWLEDGEMENT

STATE OF NEW JERSEY, COUNTY of _____ SS.:

I CERTIFY on _____, 20__

personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ of Grantor named in this Deed of Easement;
- (b) This person is the attesting witness to the signing of this Deed of Easement by _____ who is Grantor's _____;
- (c) this Deed of Easement was signed and delivered by Grantor as its voluntary act duly authorized by a proper resolution of its governing body or board (which resolution has been filed with Trust);
- (d) this person knows Grantor's proper seal which was affixed to this Deed of Easement;
- (e) this person signed this proof to attest to the truth of these facts.

Print Name:

Signed and sworn before me
_____, 20__

MORTGAGEE'S ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY on _____, 20__

personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ of Mortgagee named in this Deed of Easement;
- (b) This person is the attesting witness to the signing of this Deed of Easement by _____ who is Mortgagee's _____;
- (c) this Deed of Easement was signed and delivered by Mortgagee as its voluntary act duly authorized by a proper resolution of its governing body or board (which resolution has been filed with Trust);
- (d) this person knows Mortgagee's proper seal which was affixed to this Deed of Easement;
- (e) this person signed this proof to attest to the truth of these facts.

Print Name:

Signed and sworn before me
_____, 20__

GRANTEE'S ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF MERCER_SS.:

I CERTIFY that on _____, 20__

_____ personally came before me and acknowledged under oath, to my satisfaction,
that:

- (a) this person is the _____ of Grantee named in this Deed of Easement;
- (b) this person is the attesting witness to the signing of this Deed of Easement by _____ who is Grantee's _____;
- (c) this Deed of Easement was signed and delivered by Grantee as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) this person knows the proper seal which was affixed to this Deed of Easement;
- (e) this person signed this proof to attest to the truth of these facts.

Print Name:

Signed and sworn before me

_____, 20__

SCHEDULE A

New Jersey Historic Trust

Historic Preservation Easement

Legal Description of Property

The property consists of that certain tract, parcel or lot of land, situate, lying and being in Old Town, in the County of Any County and State of New Jersey, and is more particularly described and bounded as follows:

Beginning at a spike in the center line of Old Building Lane at the intersection of the south edge of Swampy Place, and runs along the said edge of Swampy Place, (1) South Thirty one Degrees and twenty six minutes East, seventy seven and sixty three hundredth feet to a corner of lot #13; thence by said lot, (2) South Fifty eight Degrees and thirty four minutes West, one hundred and twelve and forty two – hundredth feet to a corner in the line of Lily Tucker’s land; hence thereby (3) sixty seven feet to a spike in the center line of Old Building Lane aforesaid; thence along the said center line of Old Building Lane aforesaid; thence along the said centre line, (4) North Fifty three Degrees and seven minute East One hundred and twelve and ninety three hundredth feet to the Beginning.

Containing Eight thousand one hundred and thirty and twenty one hundredth Square Feet.

Being a part of a tract of land that was set off to Lily Tucker, by Commissioners appointed to make partition of the real estate of Nellie Brown decd. And was conveyed to the said Lily Tucker by a deed of indenture dated the ninth day of January A.D. 1911, and is recorded in the Clerks Office of Any County at Old Town New Jersey in Book #520 of Deeds, and being lot #24 Old Building Lane in the Borough of Old Town aforesaid.

SCHEDULE B

**NEW JERSEY HISTORIC TRUST
HISTORIC PRESERVATION EASEMENT
BASELINE INVENTORY OF PROTECTED FEATURES**

Old Building, 2006.2187

PROTECTED PROPERTY FEATURES

X SITE FEATURES (if not applicable, go to Exterior):

Natural Features

- Trees/Shrubs:
- Lawns/Vegetation/Ground Cover:
- Streams/Ponds/Wetlands:
- Topographical Features:
- Other:

Manmade Features

- Benches/Site Furnishings/Gazebos:
- Fences/Walls/Gates:
- Drain Inlets/Catch Basins/Drain Pipes:
- Roads/Driveways/Sidewalks:
- Parking Lots:
- Curbs:
- Signs:
- Archaeological Resources:
- Other:

Other

- All other SITE features referenced in documents filed or to be filed at the New Jersey Historic Trust, including attachment D-1 of Grant Agreement, including all future amendments.

X EXTERIOR FEATURES (If not applicable, go to Interior):

List building(s) protected by Easement:

Old Building, 2006.2187

Roof

- Roof Covering: asphalt roofing
- Roof Sheathing: wood sheathing
- Flashing: metal
- Chimneys: square brick chimneys near east bay of south elevation and same position on north elevation
- Roof Penetrations/Decorations:
- Gutters/Downspouts: no gutters; cast iron downspouts located at four corners drain directly into the ground
- Cornice: wood soffit and boxed cornice
- Trim:
- Other:

Facades

- Walls: khaki colored cast concrete block on first floor, asbestos siding on second floor (Asbestos siding will be replaced with wood clapboard siding as per Schedule C); marble corner block on 5th course from

bottom in southeast corner of the main elevation inscribed 1938; wood string course between concrete block and shingles runs perimeter of building

- X Windows (Openings/Frames/Sash/Trim): all cast concrete lintels; all second floor windows are wood frame two over two true divided lights (4 on the south and north elevations, 3 one west, and 2 on east elevation); east/main elevation: paired aluminum frame one over one replacement windows flank entry; and header areas filled with painted plywood; south elevation: three single and one half-size one over one aluminum replacement windows; west elevation: one single and two half-size one over one aluminum replacement windows; north elevation: two single and one half-size one over one aluminum replacement window (Existing aluminum windows will be replaced with wood windows as per Schedule C)
- X Doors (Openings/Frames/Door Units): west elevation: four divided light over two horizontal panels and wood frame screen door; east elevation: two replacement doors with aluminum replacement screen doors; wood framed transom lights (covered on interior); north elevation: one door with three horizontal lights over two horizontal panels and replacement doors et in wood paneled surround with opaque glass in transom
- N/A Attachments (Shutters/Signs/Awnings):
- X Foundation: poured concrete
- X Other: square louvered vent at gable peak on east elevation; square wood-covered opening between two windows on west elevation

Appurtenances

- X Steps/Stairs: north elevation: concrete steps and slab to entries; east elevation: four slab steps to two entries with metal pole railing up middle of steps; west elevation: single freestanding concrete block step
- N/A Landings/Slabs:
- NA Porches:
- NA Balconies:
- NA Light Fixtures:
- Other:

Other

- X Other: Permanent marker approved by the NJ Historic Trust
- X All supporting structural members
- X All other EXTERIOR features referenced in documents filed or to be filed at the New Jersey Historic Trust, including attachment D-1 of Grant Agreement, including all future amendments.

NA **INTERIOR FEATURES**

List space(s) in building(s) protected by easement. (Include name of building if more than one. Spaces are marked and delineated on attached floor plan(s))

Finishes

- Floors:
- Walls:
- Ceilings:
- Molding/Trim:
- Other:

Openings

- Doors/Door Hardware:
- Door Frames:
- Windows/Window Hardware:
- Window Frames:
- Other:

Other Features

- Stairs (Carriage/Railings):
- Fireplaces (Hearth/Mantel/Surround):
- Built-in Features:

- X All supporting structural members
- X All other INTERIOR features referenced in documents filed or to be filed at the New Jersey Historic Trust, including attachment D-1 of Grant Agreement, including all future amendments.

BASELINE DOCUMENTATION OF PROPERTY

General Statement

As per Paragraph 3 of easement, Trust may consult records documenting the Property's appearance and condition filed or to be filed at the New Jersey Historic Preservation Office, New Jersey Historic Trust, and at other places within the State.

Because existing documentation may not continue to reflect the actual appearance and condition of the property at the time of project completion, it will be supplemented by baseline information provided in the Quarterly Reports and the Project Completion Report.

Overview of Existing Documentation

1. Historic Structures Reports & Preservation Plans:
 - a. *Old Building Preservation Plan*, Qualified Architect and Consultants, August 2005.
2. Photographs:
 - a. 39 color photographs submitted with application 2006.2187 to the NJ Historic Trust 2006 Grant Round of the Garden State Historic Preservation Trust Fund.

SCHEDULE C

New Jersey Historic Trust

Historic Preservation Easement

Scope of Work to be Completed with Grant Funds

ATTACHMENT D-1, SCOPE OF WORK

Name of Grantee: Friends of Old Building
Project Name: Old Building
Project Number: 2006.2187
Grant Award: \$ 750,000

I. OVERVIEW OF PRESERVATION OBJECTIVES OF ENTIRE PROJECT

The Old Building was constructed as a community headquarters, but used as an office from 1931 to 1942. The building continues to be a meeting for a variety of organizations in the community. More recently, academic, state and local history organizations have discovered the building's history, and a historic interpretation and use of the site is planned as part of its restoration.

The building is threatened by continued disuse of the first floor and damage inflicted by water infiltration (since corrected) in the second floor meeting space. The proposed work is phase one of a scope of work outlined in a 2005 preservation plan funded by a previous Trust grant.

II. PROJECT REVIEW AUTHORITY

The New Jersey Historic Trust will review the planning documents (and special testing reports) for this project. The Trust will also review the contract documents, plans, specifications, etc. according to *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (1995), as well as oversee construction.

III. ACTIVITIES FUNDED BY THIS GRANT

III.A Description of Work to be Funded with this Grant.

The scope of work of this grant includes:

1. Non-construction costs directly related to the funded work:
 - a. Architectural and engineering services by Quality Architects and Consultants relevant to the construction work listed below (including schematic design, design development, contract documents, and construction administration).
 - b. The contract documents must set minimum qualifications for all general contractors and subcontractors using language similar to below:

The bidder shall demonstrate successful experience in the restoration of historic buildings using the *Secretary of the Interior's Standards for the Treatment of Historic Properties* on at least two projects of similar size and scope of work as the subject project within the past five years, at least one of which was reviewed and approved by a state Historic Preservation Office, the New Jersey Historic Trust, or the historic review body of a county or municipal authority.

Pre-qualification statements from general contractors must be submitted for NJHT review and approval before bid documents are

distributed. Subcontractor qualifications are to be submitted for NJHT review and approval with bids.

- c. Preparation of Project Completion Report which shall include (unless submitted with periodic reports): narrative description with photographs of all completed work; drawings, specifications, reports, and other records documenting the work if not included in earlier submissions; as-built drawings of all phases of work; revised D-1 Scope of Work showing work completed and actual money spent; names of contracted firms with duties identified; final employment figures; any recommendations for future treatment.
- d. No more than **20% of the total construction costs** (up to a limit of **\$120,834**) may be used to fund non-construction costs.

2. Construction costs directly related to the funded work as described in *Project Manual, Phase 1: Exterior Restoration of the Old Building, December 2005, by Quality Architects and Consultants.*

- Division 1: General Requirements
 - a. NJHT Project Sign
 - b. Coordination and supervision
- Division 4: Masonry
 - a. Repair and spot repoint masonry
- Division 6: Wood & Plastics
 - a. Repair wood cornice and soffits
- Division 7: Thermal & Moisture Protection
 - a. Install new aluminum hang gutters and downspouts
- Division 8: Doors & Windows
 - a. Restore wood windows
 - b. Replace south elevation door and restore frame
- Division 9: Finishes
 - a. Paint all exterior woodwork
- Division 10: Specialties
 - a. Install NJHT approved permanent marker upon completion of work.

III.B Line Item Costs for Work to be Funded with this Grant.

See the following page for the Schedule of Values. (Note: item amounts may be estimates.)

IV. **PROJECT SCHEDULE:**

Agreement Commencement Date:	5/4/2007
Work Period Commencement Date:	11/19/2006
Agreement Execution Deadline:	11/4/2008
Project Commencement Deadline:	11/4/2008
Work Period Expiration Date:	5/4/2011
Agreement Expiration Date:	5/4/2012

Created: December 7, 2004 by NJHT Staff
Revised:

SCHEDULE D

New Jersey Historic Trust
Historic Preservation Easement
Requirements for Public Access and Use

 X As this Property IS now ACCESSIBLE to the public, no additional access is required. The SITE of the Property must remain generally accessible to the public for the term of this easement.

 As this Property IS NOT now ACCESSIBLE to the public, public openings are required. The (SITE and/or INTERIOR) of the Property is/are to be open to the public a minimum of 6 hours a day at reasonable spaced intervals a minimum of 12 days in any calendar year during the term of this Easement specified in Paragraph 2. If the hours of public access are not permanently posted or additional hours are required under this Easement, a sign advertising each opening is to be maintained on the property in public view beginning one week before, and on the day of public access, or public notice is to be placed in an appropriate local newspaper.