

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION,  
NEW JERSEY HISTORIC PRESERVATION OFFICE  
AND  
THE NEW JERSEY HISTORIC TRUST**

This Memorandum of Understanding constitutes an agreement between the New Jersey Department of Environmental Protection, the New Jersey Historic Preservation Office (hereafter DEP/HPO) and the New Jersey Historic Trust (NJHT).

**WHEREAS**, Hurricane Sandy caused unprecedented damage to New Jersey's housing, business, infrastructure, health and social services, the environment, and historic properties, resulting in the Federal declaration of major disaster areas in all twenty-one counties of the state in 2012; and

**WHEREAS**, New Jersey's cultural resources were significantly impacted by Hurricane Sandy in a variety of ways across all areas of the state; and

**WHEREAS**, the U.S. Department of the Interior, National Park Service (NPS) administers Historic Preservation Fund Disaster Recovery Grants (HPF-DR) to provide disaster relief to historic properties damaged by Hurricane Sandy under the Disaster Relief Appropriations Act of 2013 (P.L. 113-2); and

**WHEREAS**, NPS has awarded a HPF-DR grant of \$13.1 million to the State of New Jersey, Department of Environmental Protection, Historic Preservation Office (DEP/HPO) for projects intended to preserve and/or rehabilitate historic and archaeological resources impacted by Hurricane Sandy. In addition, the fund can be used for staffing, streamlining, agency coordination, a program of technical assistance, and subgrants and contracts that provide direct financial assistance to historic property owners for this purpose; and

**WHEREAS**, of the \$13.1 million, DEP/HPO has established a budget of \$8.6 million for the subgrant recovery assistance portion of the HPF-DR grant;

**WHEREAS**, NPS has stipulated that DEP/HPO as grantee should strive for prompt obligation and rapid expenditure of the grant funds, and may augment its staff and enter into partnerships with other agencies of the State of New Jersey in order to expedite the award of subgrants and contracts to achieve the purposes of these projects; and

**WHEREAS**, the Department of Environmental Protection desires efficiencies in administration, sharing services and utilizing the strengths of existing agencies and programs within the State of New Jersey to achieve the purposes of these projects; and

**WHEREAS**, DEP/HPO's commitment to interagency sharing of its experience and expertise has been demonstrated by performing reviews of potential impact on historical and cultural properties under Section 106 of the National Historic Preservation Act of 1966 (Section 106) as required for Department of Community Affairs (DCA)-funded Sandy recovery projects—with 7-day turnaround of more than 660 DCA project reviews during the last quarter of 2013 alone, and several thousand additional reviews expected in the coming years; and

**WHEREAS**, the New Jersey Historic Trust (NJHT), an “in but not of” entity within the State of New Jersey's Department of Community Affairs, was created by law in 1967 to preserve New Jersey's historic resources and to advance historic preservation in New Jersey for the benefit of future generations through education, stewardship and financial investment programs; and to this end; and

**WHEREAS**, NJHT operates a comprehensive historic preservation grant program, and is experienced in and willing to assume responsibility for administering the subgrant portion of the HPF-DR grant to the State of New Jersey for preserving and rehabilitating historic and archaeological resources impacted by Hurricane Sandy; and

**WHEREAS**, DEP/HPO desires to enter into this Memorandum of Understanding with DCA/NJHT to administer the HPF-DR program of subgrants and contracts for preservation of historic and archaeological resources impacted by Hurricane Sandy;

**NOW, THEREFORE**, the DEP/HPO and NJHT agree that the HPF-DR Grants Program shall be administered by NJHT consistent with DEP/HPO's grant and cooperative agreement with the National Park Service and the Historic Preservation Fund Grant Manual in accordance with the following stipulations in this Memorandum of Understanding (MOU).

## **STIPULATIONS**

DEP/HPO and NJHT shall ensure that the following stipulations are carried out:

### **I. Funding and Expenditures**

- A. DEP/HPO, based on its HPF-DR grant and cooperative agreement with NPS, shall create a federal grant account named “DR4086 Sandy Historic Preservation” in the NJ Comprehensive Financial System (NJCFS) to fulfill the purposes of this program.
- B. NJHT shall create a corresponding federal subgrant account with the same name in the NJCFS.
- C. DEP/HPO shall transfer budget authority totaling \$8.6 million for NJHT to fulfill its responsibilities under this MOU, which includes program funds for subgrants and administrative funds for overhead directly related

to this program, including personnel, equipment, and/or contracted and support services.

- D. NJHT shall not spend more than \$700,000 for implementation costs directly and indirectly related to this program.
- E. NJHT will obligate all available subgrant funds no later than December 1, 2014, unless extended by NPS.
- F. NJHT shall provide routine reports of obligations and expenditures on a schedule and in a format and manner pursuant to the provisions of Section VII herein.
- G. DEP/HPO shall process financial reporting and federal reimbursements, in accordance with the requirements of the HPF-DR grant and cooperative agreement with NPS.

## **II. Oversight**

- A. DEP/HPO shall establish general goals, objectives, policies and procedures for this program consistent with the requirements of NPS's *Hurricane Sandy HPF Grant Agreement*, *2013 Hurricane Sandy Disaster Relief Grants Program Approach Statement*, and DEP/HPO's *Action Plan Narrative for the Preservation, Stabilization, Rehabilitation, and Repair of Historic Properties*.
- B. NJHT shall implement all final policy decisions of DEP/HPO regarding the administration of the HPF-DR program of subgrants and contracts, as well as the overall allocation of funding to major categories of eligible grant applicants, and eligibility criteria for individual applicants (i.e., property owners), and eligibility and evaluation criteria for types of projects to be funded.
- C. DEP/HPO and NJHT shall appoint staff from both agencies respectively to serve on a Joint Oversight Team (JOT) for the purpose of providing general administrative oversight for the program, guidance in establishing and interpreting program policies, and a forum for resolving problems and for making adjustments in the program as may be necessary to achieve its purposes. Activities of the JOT may include, but are not limited to:
  - 1. Defining quarterly and other report content and format requirements consistent with NPS guidelines
  - 2. Reviewing qualifications and selection of NJHT's employed and contracted personnel for program
  - 3. Defining the process for efficient and timely HPO Section 106 review of applicant properties

4. Defining the criteria for invoking HPO archaeological review of applicant properties
  5. Proposing and implement changes in program priorities, interagency workflow processes, and budgeting as needed to ensure successful program outcomes
  6. Ensuring compliance with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) and NPS Federal pass-through requirements
  7. Ensuring compliance of grant announcements, application review and award process, grant project management, and administration of easements with Executive Order No. 125 (Christie, 2013).
- D. JOT shall convene at the beginning of the program on a weekly basis for the first 3 months of the program, and thereafter at least quarterly and at any other times when deemed necessary by either DEP/HPO or NJHT to report on and review progress, and to address any opportunities, problems or challenges affecting the program's successful administration.
- E. NJHT shall report to DEP/HPO in writing at least quarterly on the status of program administration and finances, consistent with NPS requirements.
- F. DEP/HPO shall report to NPS on the status and progress of the HPF-DR program in a manner and according to the schedule required by NPS in the *Hurricane Sandy HPF Grant Agreement* dated \_\_\_\_\_, Grant No. P13AF00197.
- G. This program shall be governed by the requirements of NPS's *Historic Preservation Fund Grants Manual (HPF Grants Manual)*, except where its provisions are specifically superseded by the *Code of Federal Regulations*, 43 CFR 12, Subpart C, Uniform Administrative Requirements for Grants to State and Local Governments.
- H. NJHT shall obtain approval for the grant announcement for this program from the Office of the State Comptroller, to ensure the integrity of the expenditure of federal reconstruction resources, pursuant to Executive Order No. 125 (Christie, 2013).

### **III. Program Administration**

Upon full execution of this MOU, the stipulations stated above shall take effect. In addition, the following stipulations shall also take effect. NJHT shall assume authority and responsibility for general administration and routine operations of the HPF-DR program of subgrants and contracts. General administration and routine operations shall include, but not be limited to:



- A. Developing and executing the subgrant program in strict conformance with all requirements, limitations and restrictions in NPS's *Historic Preservation Fund Grants Manual (HPF Manual)*, and *2013 Hurricane Sandy Disaster Relief Grants Program Approach Statement*.
- B. Developing and proposing to JOT of criteria for eligibility of individual applicants (property owners), and types of historic properties consistent with all final policy decisions of DEP/HPO regarding the administration of the HPF-DR program of subgrants and contracts, as well as the overall allocation of funding to major categories of eligible grant applicants, and eligibility criteria for individual applicants (i.e., property owners), and eligibility and evaluation criteria for types of projects to be funded.
- C. Marketing of the subgrant grant program by posting on the NJHT website, distribution via e-mail contact lists, and notice to their network of consultants and contractors.
- D. Providing guidance and support for applicants and potential applicants.
- E. Managing the subgrant application, review, award and post-award monitoring and reporting processes.
- F. Providing a comprehensive grants management system for the entire lifecycle of the program, including submission of applications; review, evaluation, scoring and ranking of applications; generating subgrant contracts and reports, and related activities and tasks. To accomplish this, NJHT may, if necessary, contract for the development and maintenance of such a system within the allowance provided for implementation costs.
- G. Drafting, executing, holding, monitoring, and enforcing term easements on properties receiving subgrants consistent with the language and restrictions contained in Attachment A.
- H. Submitting grant application forms, and supporting instructions to DEP/HPO for approval by NPS.
- I. Submitting proposed grant awards to DEP/HPO for approval by NPS prior to formal announcement.
- J. Complying with Section 106 of the National Historic Preservation Act - Prior to award, NJHT will submit the list of projects to be funded, along with background materials, proposed scopes of work and assessment of effect to DEP/HPO in compliance with Section 106 of the National Historic Preservation Act, as detailed in Section VII herein. NJHT will ensure that any conditions stipulated as a result of consultation will be implemented prior to the disbursement of funding.

- K. Complying with the New Jersey Register of Historic Places Act – For publicly owned resources listed in the New Jersey Register of Historic Places, N.J.A.C. 7:4, NJHT will coordinate applications for project authorization for DEP/HPO review and authorization.

#### **IV. Personnel**

- A. NJHT shall hire and/or contract for not less than four (4) designated professional staff to fulfill its responsibilities for administering this program. Of these, at least one shall be a qualified Historic Architect. All employees and/or contracted staff of NJHT who will be reviewing projects for conformance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (hereinafter referred to as "*Standards*") shall exceed the Secretary of the Interior's Professional Qualifications Standards (hereinafter referred to as "*Qualifications*") for architectural history, archaeology, or historic architecture (36 CFR 61), supplemented by Attachment B. NJHT may also hire and/or contract for one clerical support staff to assist in the administration of the grant program.
- B. For projects involving ground disturbance, DEP/HPO shall provide NJHT with the services of an archaeologist that exceeds the *Qualifications*, per Subsection A. above and has demonstrated expertise in Cultural Resource Management work. The archaeologist will review complete applications, and make recommendations regarding identification, evaluation, and treatment of archaeological resources in accordance with the *Standards*.
- C. Within the allowance provided for implementation costs (see I. Funding and Expenditures, D. above), NJHT may procure other professional services on a contract basis as necessary to ensure efficient and timely implementation of this program, provided all personnel hired on such basis shall meet or exceed the *Qualifications*, if applicable.
- D. DEP/HPO shall review the qualifications of the candidates the NJHT intends to hire to ensure the individuals meet the *Qualifications*.

#### **V. Review of Applications for funding**

- A. All proposed and completed work submitted in grant applications shall be reviewed by NJHT for conformance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards)* unless the work has been previously reviewed or approved under N.J.A.C. 7:4A or is undergoing review per Section 106 of the National Historic Preservation Act.
- B. If the project requesting funding has been reviewed previously or is currently under review by DEP/HPO for compliance with *Standards*,

DEP/HPO shall provide to NJHT any compliance findings per Section 106 or N.J.A.C. 7:4.

- C. NJHT shall review and rank each project in accordance with the criteria and protocol established in Section II above.
- D. NJHT shall forward a list of selected projects for award to DEP/HPO.
- E. DEP/HPO shall forward the list of selected projects for award to NPS consistent with NPS requirements.
- F. Section 106 Review Procedure

For projects preliminarily selected for grant assistance, NJHT shall initiate consultation with DEP/HPO, and prepare documentation for compliance with Section 106 of the National Historic Preservation Act including identification and assessment of effects, and forward such documentation to DEP/HPO for review and response. This documentation shall distinguish between completed and proposed work, and compliance with the *Standards*. For the purposes of this grant program, the property boundary shall be considered the area of potential effects for the project to be funded.

- 1. If DEP/HPO concurs with NJHT findings and the project is deemed to have no adverse effect on historic resources, DEP/HPO shall notify NJHT in writing of its concurrence and the application may be considered further for funding.
- 2. If DEP/HPO determines that a project may have an adverse effect on a historic resource, DEP/HPO shall notify the NJHT in writing. NJHT and DEP/HPO shall then consult with the grant applicant to determine if the project can be brought into compliance; if no options are possible, the project will be removed from the list of projects to be funded.
- 3. DEP/HPO shall prepare and submit Project Notifications to the National Park Service in accordance with the *Historic Preservation Fund Grant Manual*.

## **VI. Grant Management**

- A. All applicants awarded grants will be treated in the following manner:
  - 1. The preservation, stabilization, rehabilitation or restoration of historic properties shall be carried out in accordance with the recommended approaches in the *Standards*. NJHT will review all plans and specifications (or other documentation as appropriate) for Grant Assistance projects to ensure conformance with the *Standards*.

2. For projects involving ground disturbance, DEP/HPO shall provide NJHT with the services of an archaeologist that exceeds the *Qualifications*, per Subsection A. above and has demonstrated expertise in Cultural Resource Management work. The archaeologist will review complete applications, and make recommendations regarding identification, evaluation, and treatment of archaeological resources in accordance with the *Standards*.
  3. As specified in Attachment A, NJHT shall fully execute term easements on properties in receipt of preservation funds and conduct annual monitoring for the duration of the easement. NJHT will report annually to DEP/HPO on the status throughout the term of the easement.
- B. NJHT shall maintain a permanent record of each funded project along with a file containing documentation upon which the decision was based. The NJHT repository shall include the following information:
1. The project description and location.
  2. The final plans and specifications.
  3. Grants agreement, contract documents, proof of payment & supporting documentation
  4. Photographs of existing conditions.
  5. Historical information which informed the review, such as Historic Structures Report, Preservation Plan, Existing Conditions Survey, or historic photographs.
  6. Photographs of completed work
  7. Executed Term easement

## **VII. Status Reports**

NJHT shall provide written reports to DEP/HPO on a quarterly basis on the status of program administration and finances consistent with NPS requirements, until such time as all subgrants have been completed and closed out. Following, and on an annual basis, NJHT shall provide a list of easements monitored pursuant to this program, and advise on any issues or problems that need to be addressed.

## **VIII. Duration and Termination**

This Memorandum of Understanding will continue in full force and effect for the duration of this grant program and until such time as all easements have expired. No modification will be effective unless all parties to the Memorandum of Understanding or their respective designees have agreed to it in writing. Any party to this Memorandum of Understanding may request that it be amended, whereupon the parties will consult to consider such amendment.




Any party to the Memorandum of Understanding may terminate it by providing thirty (30) days of written notice to the other party, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, DEP/HPO agrees to reimburse NJHT for any and all grant eligible actual costs expended for staffing, equipment, contracted services and all grant eligible work implemented by sub-grantees and approved as meeting the *Standards*.

#### IX. ENTIRE AGREEMENT

The parties hereto agree that this MOU represents the entire agreement between the parties: all negotiations, oral agreements and understanding are merged herein.


#### Signatures:

#### NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:   
Bob Martin, Commissioner

Date: 2/6/2014

#### NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

By:   
Richard E. Constable III, Esq., Commissioner

Date: 2/12/2014

#### NEW JERSEY HISTORIC TRUST

By:   
Dorothy Guzzo, Executive Director

Date: 2/10/14

## ATTACHMENT A – EASEMENTS ON PROPERTIES IN RECEIPT OF PRESERVATION FUNDS

### HISTORIC PRESERVATION EASEMENT

This Historic Preservation Easement is made this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_, between Organization/Individual, as GRANTOR of a preservation easement (hereafter referred to as the "Grantor") having an address at \_\_\_\_\_, and the New Jersey Historic Trust, as GRANTEE of the preservation easement (hereafter referred to as the "Grantee") having an address at 101 South Broad Street Trenton, NJ 08608 with a mailing address of P.O. Box 457, Trenton, NJ 08625.

#### WITNESSETH:

WHEREAS, Grantee is authorized pursuant to N.J.S.A. 13:1-B-15.111 et. seq. and N.J.S.A. 13:1B-115(b) to acquire historic preservation easements to protect New Jersey properties with historic, aesthetic or cultural significance;

WHEREAS, the Grantor has title to certain historic real property along with the improvements thereon, located at \_\_\_\_\_ (Subject Property), which is more particularly described in Schedule A of this Easement with a unique historic resource (Buildings) and unique curtilage (site) more particularly described in Schedule B of this Easement, worth preserving for historic, aesthetic, architectural, and or cultural significance;

WHEREAS, this preservation easement is granted as a condition of the eligibility of the Grantor for financial assistance from the U.S. Department of the Interior, National Park Service (NPS), Historic Preservation Fund Disaster Recovery Grants (HPF-DR) funded by the Disaster Relief Appropriations Act of 2013 (P.L. 113-2), and distributed by the New Jersey Department of Environmental Protection, Historic Preservation Office pursuant to a Memorandum of Understanding with the New Jersey Department of Community Affairs, New Jersey Historic Trust; and

WHEREAS, this historic preservation easement is entered into for the purpose of preserving the Subject Property.

NOW, THEREFORE, in consideration of the receipt of the grant funds referenced above, Grantor hereby grants and conveys to the Grantee a historic preservation easement in the Subject Property for the purpose of assuring preservation of the Subject Property and agrees to the following restrictions to the Subject Property.

1. **Purpose.** The purpose of this easement is to assure the preservation of the Property, to prevent any use that is detrimental to or will significantly impair or interfere with the historic features. The historic features of the Property are documented in a baseline inventory annexed hereto as Schedule B (hereafter "Protected Features") that provide an accurate representation of the Property at the time of this conveyance along with a photographic record and available architectural drawings, which will serve as an objective information baseline for monitoring compliance with the terms of the this easement.

2. **Term.** This easement shall become effective on the date of its recording with the \_\_\_\_\_ County Clerk, and shall, thereafter, remain in full force and effect for a period of \_\_\_\_\_ years.

3. **Restrictions on activities that would affect historically significant components of the Property.** The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant interior spaces and features, exterior construction materials, architectural details, form, fenestration, height of the Property as identified in Schedule "B", or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, 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"). Grantor shall provide to Grantee sufficient information that will inform the Grantor of the work to be performed including details of treatment, materials and application along with any other documentation the Grantee requests to reasonably review the project in accordance with the Standards.

4. **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 "B" without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's *"Standards for Archeology and Historic Preservation"*.

**5. 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 *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.

**6. Duty to maintain the Property.** The Grantor agrees at all times to maintain the Property in a good and sound state of repair and to maintain the subject Property, including the Protected Features, according to the Standards so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places.

**7. Public access.** The Grantor agrees to provide public access to view the exterior of the building, which requirement shall be deemed satisfied if the exterior of the building is visible from a public street.

**8. Insurance.** Grantor shall keep the Property insured by an insurance company authorized to conduct business in the State of New Jersey against the 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 the Grantee.

**9. Right to inspect.** The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this easement agreement are being observed.

**10. Anti-discrimination.** The Grantor, if a Municipal, County or State organization, 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 to public buildings, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee.

**11. 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 of either the fee simple title or other lesser estate in the Property, the Subject Property, or any part thereof.

**12. Casualty Damage or Destruction.** In the event that the 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 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 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 property, the Grantee determines that the features, materials, appearance, workmanship, and environment which made the property eligible for listing in the National Register of Historic Places has been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register 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 property from the National Register. If the 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 caused by a deliberate act of the owner or owner's representative or deliberately caused by the gross negligence of the Grantor or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the property which will then be returned to the U.S. Treasury.



**13. Enforcement.** The Grantee shall have the right to prevent and correct violations of the terms of this easement. If the Grantee, upon inspection of the 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 architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) 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 obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the 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 Property to reimburse the Grantee and the New Jersey Attorney General for all the State's expenses incurred in stopping, preventing and 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.

**14. Amendments.** The parties may by mutual written agreement jointly amend this easement, provided the amendment shall be consistent with preservation purpose of this easement and shall not reduce its term of duration. 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 County Clerk or Register of Deeds of \_\_\_\_\_ County, New Jersey.

**15. 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.

**16. Effective date; severability.** This conservation easement shall become effective when the Grantor files it in the Office of the County Clerk or Register of Deeds of \_\_\_\_\_ County, New Jersey, 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.

**17. 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.

**18. Subordination.**

[If at the time of the conveyance of this Easement, the Property is subject to a Mortgage/Deed of Trust the following provisions shall apply.]

There is a Mortgage/Deed of Trust on the Property 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: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, ss: On this day of \_\_\_\_\_, 2014, before me the undersigned, a Notary Public for said State, personally appeared Name of Person, to me personally known, who stated that he is Title and Organization, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

\_\_\_\_\_  
NOTARY PUBLIC

GRANTEE: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, ss: On the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public for said State, personally appeared Name of Person, who stated that she is the duly appointed and actively serving Executive Director, New Jersey Historic Trust, and that she executed the foregoing historic preservation easement agreement as her voluntary act and as the voluntary act of New Jersey Historic Trust.

\_\_\_\_\_  
NOTARY PUBLIC

## **SCHEDULE A**

### Legal Description of Property

## SCHEDULE B

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

### PROPERTY NAME/LOCATION

### PROTECTED PROPERTY FEATURES

— 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

- X All other SITE features referenced in documents filed or to be filed at the New Jersey Historic Trust, including the Scope of Work of the Grant Agreement.

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

List building(s) protected by Easement:

[The above listed buildings are marked on a site plan attached to this document.]

#### Roof

- Roof Covering:
- Roof Sheathing:

- Flashing:
- Chimneys:
- Roof Penetrations/Decorations:
- Gutters/Downspouts:
- Cornice:
- Trim:
- Other:

**Front (insert compass direction) Elevation**

- Foundation:
- Walls:
- Windows (frames/sash/trim):
- Doors/Door Frames:
- Attachments (shutters/signs/awnings):
- Other:

**Appurtenances**

- Steps/Stairs:
- Landings/Slabs:
- Porches:
- Balconies:
- Light Fixtures:
- Other:

**Side (insert compass direction) Elevation**

- Foundation:
- Walls:
- Windows (frames/sash/trim):
- Doors/Door Frames:
- Attachments (shutters/signs/awnings):
- Other:

**Appurtenances**

- Steps/Stairs:
- Landings/Slabs:
- Porches:
- Balconies:
- Light Fixtures:
- Other:

**Side (insert compass direction) Elevation**

- Foundation:
- Walls:
- Windows (frames/sash/trim):
- Doors/Door Frames:



- Attachments (shutters/signs/awnings):
- Other:

**Appurtenances**

- Steps/Stairs:
- Landings/Slabs:
- Porches:
- Balconies:
- Light Fixtures:
- Other:

**Rear (insert compass direction) Elevation**

- Foundation:
- Walls:
- Windows (frames/sash/trim):
- Doors/Door Frames:
- Attachments (shutters/signs/awnings):
- Other:

**Appurtenances**

- Steps/Stairs:
- Landings/Slabs:
- Porches:
- Balconies:
- Light Fixtures:
- Other:

**INTERIOR FEATURES**

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

*(the following format is used for each room)*

**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:
- All supporting structural members
- All other INTERIOR features referenced in documents filed or to be filed at the New Jersey Historic Trust, including Scope of Work of Grant Agreement and 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 Interim Reports and the Project Completion Report.

### **Overview of Existing Documentation**

- 1.
- 2.
- 3.

## ATTACHMENT B

### **SUPPLEMENT TO SECRETARY OF THE INTERIOR'S PROFESSIONAL QUALIFICATIONS STANDARDS FOR ARCHITECTURAL HISTORY, ARCHAEOLOGY, OR HISTORIC ARCHITECTURE (36 CFR 61)**

In order to efficiently and expeditiously facilitate the implementation of this grant program, DEP/HPO shall provide administrative funds from the HPF-DR grant to DCA/NJHT for the temporary procurement of professional staff, as follows:

1. Architectural historian(s) with demonstrated expertise in historic building rehabilitation

Consistent with the professional qualification standards as determined by the National Park Service and codified in 36 *Code of Federal Regulations*, 36 CFR Part 61, applicants must possess either:

- a. A graduate degree in architectural history, art history, historic preservation, or closely related field with coursework in American architectural history, *OR* a bachelor's degree in architectural history, art history, historic preservation or closely related field plus:
  - i. At least two years of full-time experience in research, writing or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum or other professional institution
  - ii. In addition, qualified candidates must also demonstrate three to five years of experience working with physical historic building restoration and/or rehabilitation, either with the federal investment tax credit program or with comparable situations where the Secretary of the Interior's Standards for Rehabilitation are utilized.
  - iii. Knowledge of construction, historic building systems, traditional building materials and alternative materials to achieve a measure of flood proofing a plus.
  - iv. Ability to communicate with the general public, both verbally and in written form is a must.

2. Historic architect(s)

Consistent with the professional qualification standards as determined by the National Park Service and codified in 36 *Code of Federal Regulations*, 36 CFR Part 61, candidates must possess a professional degree in architecture, or a State license to practice architecture, plus one of the following:

- a. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field (Graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.); or
- b. 3-5 years of full-time professional experience on historic preservation projects.
- c. Ability to communicate with the general public, both verbally and in written form is a must.

3. Public information officer

At least one of the aforementioned positions may also serve as a public information officer to disseminate information and respond to public inquiries.

4. Duration

These temporary assignments may serve for a minimum of one year, with the option to renew for up to two additional years.