

Record and Return to:

John A. Napolitano, Esq.
Morris County Counsel
P. O. Box 900
Morristown, NJ 07963

Prepared by:

John A. Napolitano, Esq.

DEED OF HISTORIC PRESERVATION EASEMENT

THIS DEED OF HISTORIC PRESERVATION EASEMENT made _____
(Easement Date) between _____ (Owner Name), having an
address at _____ (Owner Address), hereinafter referred to as the
"Grantor";

And **MORRIS COUNTY BOARD OF COUNTY COMMISSIONERS**, having an address at
P.O. Box 900, Morristown, NJ 07963-0900, 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 Name),
County of Morris, 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 preserve the Property for the continuing benefit of the
people of the County of Morris (hereinafter the "Grant").

The tax map reference for the Property is:

_____ (Municipality Name)
Block _____ (Parcel Block Number), **Lot** _____ (Parcel Lot Number)

WHEREAS, Grantee is authorized pursuant to N.J.S.A. 13:8B-1 et. seq. to acquire historic
preservation easements to protect Morris County properties with historic, aesthetic or cultural
significance being rehabilitated, stabilized, restored and preserved through matching grants by the
Morris County 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 County of Morris and is **listed individually and/or as part of a historic
district that is listed in the New Jersey Register of Historic Places and the National Register
of Historic Places**; 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 to 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 _____ (Easement Effective Date) (hereinafter the "Effective Date") and shall, thereafter, remain in full force and effect for a period of thirty (30) years until _____ (Easement Expiration Date).

3. Grantor's Obligations.

(a) Grantor shall perform the work items described in the Approved Project Description (Exhibit 2 to a separate Grant Agreement executed by Grantor and Grantee) annexed hereto as Schedule C;

(b) The Baseline Inventory of Protected Features under this agreement is fully set forth in Schedule B, annexed to this agreement and incorporated herein. Grantor shall not demolish or remove the Protected Features;

(c) Grantor shall not, without prior written approval of Grantee which will not be unreasonably withheld:

- (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.

(iv) lease the Property in whole or in part.

(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 14. 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 10 and 11. 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 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.

4. Grantor's Representations. Grantor represents that it is a (for Municipalities) municipal government within Morris County / (for Nonprofit Applicants) Nonprofit organization, qualified pursuant to section 501(c)(3) of the Internal Revenue Code, and that it shall take appropriate actions to retain its nonprofit status during the term of this Easement. In the event that its status as a 501(c)(3) organization is impaired or threatened in any way, it shall notify the County in writing not more than ten (10) days after its notice of such event.

5. 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.

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 County of Morris, New Jersey Historic Preservation Office 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 5;

(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 \$1,000,000 per occurrence and \$3,000,000 aggregate including property damage. 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 and its officers and employees as additional insured being confirmed by policy endorsement, and shall certify that coverage may not be cancelled for any reason except after thirty (30) days written notice to Grantee.

10. Indemnification. The Grantor shall indemnify, save and hold the County, including the Board of County Commissioners, their employees, agents, servants, attorneys and assigns harmless

from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) and other expenses or liabilities, including the investigation and defense of any claims, arising out of or resulting from the negligent or willful acts or omissions of Grantor, including those arising during the performance of Grantor's work or the completed operations, or any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or injury to or destruction of real or personal property, including the loss of use resulting therefrom, or any such claim, damage, loss or expense that is caused in whole or in part by any negligent act or omission of the Grantor, or anyone directly or indirectly employed by them or anyone whose acts they may be liable, including any claim by an employee of Grantor. This indemnification obligation shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Grantor under worker's compensation, disability, or any other employee benefits.

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 10, 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, 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 13.

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 the Grant.

14. 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 Grantor and Grantee shall be entitled to compensation from Grantor in the amount of the Grant.

15. 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.

16. 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.

17. 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.

18. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, 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. 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. 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. 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. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or equity.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 the _____ (Agency Admin Name and Address), and if to Grantee, then to Director, Morris County Office of Planning & Preservation, P.O. Box 900, Morristown, NJ 07963-0900, and County Counsel, County of Morris, P.O. Box 900, Morristown, NJ 07963-0900. Each party may change its address set forth herein by a notice to such effect to the other party.

25. 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.

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

27. Recordation. Grantee shall record this instrument with the County of Morris.

28. 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.

29. 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.

30. 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:

BY: _____

Print Name:

Title:

GRANTOR:

Print Name:

Title:

ATTEST:

BY: _____

Print Name:

Title:

GRANTEE:

Commissioner Director
Print Name:

Title:

ATTEST:

BY: _____

Print Name:

Title:

MORTGAGEE:

Print Name:

Title/Firm:

STATE OF NEW JERSEY

SS

COUNTY OF MORRIS

I certify that on _____ (date), _____
personally came before me and this person acknowledged under oath to my satisfaction that:

- (a) this person is the _____ (title) of _____
(Municipality / Organization name), the Grantor in this agreement.
- (b) this person is the attesting witness to the signing of this Agreement by the proper official
_____ (name) who is the _____
(title), _____ (Municipality / Organization name)
- (c) this Agreement was signed and delivered by _____
(Municipality / Organization name) as its voluntary act duly authorized by a proper
resolution of its Governing Body / Board of Trustees.

Signed and Sworn to before me on

Notary Public

STATE OF NEW JERSEY

SS:

COUNTY OF MORRIS

I certify that on _____ (date), _____
personally came before me and this person acknowledged under oath to my satisfaction that:

- (a) this person is the secretary to the Morris County Board of County Commissioners, the
Grantee in this agreement;
- (b) this person is the attesting witness to the signing of this Agreement by the proper official
_____ who is the Commissioner Director;
- (c) this Agreement was signed and delivered by the Morris County Board of County
Commissioners as its voluntary act duly authorized by a proper resolution of the Board.

Signed and Sworn to before me on

Notary Public

SCHEDULE A

Morris County Historic Preservation Trust Fund

Historic Preservation Easement

Legal Description of Property

Tax Map Reference:

_____ (Municipality), County of Morris
Block _____ (Block Number), Lot _____ (Lot Number)

The property consists of the tract or parcel of land situated in _____
(Municipality), County of Morris, State of New Jersey known as _____
(Site Name)

ALL that certain tract or parcel of land situate, lying and being in the _____
(Municipality), County of Morris, and State of New Jersey, being more particularly described as
follows:

SCHEDULE B

MORRIS COUNTY HISTORIC PRESERVATION TRUST FUND

HISTORIC PRESERVATION EASEMENT

BASELINE INVENTORY OF PROTECTED FEATURES

PROPERTY NAME

_____ (Site Name)

PROTECTED PROPERTY FEATURES

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

Natural Features

N/A Trees/Shrubs:

N/A Lawns/Vegetation/Ground Cover:

N/A Streams/Ponds/Wetlands:

N/A Topographical Features:

N/A Other:

Manmade Features

N/A Benches/Site Furnishings/Gazebos:

N/A Fences/Walls/Gates:

N/A Drain Inlets/Catch Basins/Drain Pipes:

N/A Roads/Driveways/Sidewalks:

N/A Parking Lots:

N/A Curbs:

N/A Signs:

N/A Archaeological Resources:

N/A Other:

Other

X All other SITE features referenced in documents filed or to be filed at the County of Morris, including grant applications made to the Morris County Historic Preservation Trust Fund, including all future amendments.

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

List building(s) protected by Easement:

_____ (Site / Structure Name)

(The below features refer to the _____ (Site Name) unless otherwise noted)

Roof

- N/A Roof Covering:
- N/A Roof Sheathing:
- N/A Flashing:
- N/A Chimneys:
- N/A Roof Penetrations/Decorations:
- N/A Gutters/Downspouts:
- N/A Cornice:
- N/A Trim:
- N/A Other:

Facades

- N/A Walls:
- N/A Windows (Openings/Frames/Sash/Trim):
- N/A Doors (Openings/Frames/Door Units):
- N/A Attachments (Shutters/Signs/Awnings):
- N/A Foundation:
- N/A Other:

Appurtenances

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

Other

- X All supporting structural members
- X All other EXTERIOR features referenced in documents filed or to be filed at the County of Morris, including grant applications made to the Morris County Historic Preservation Trust Fund, including all future amendments.

X **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

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

Openings

N/A Doors/Door Hardware:

N/A Door Frames:

N/A Windows/Window Hardware:

N/A Window Frames:

N/A Other:

Other Features

N/A Stairs (Carriage/Railings):

N/A Fireplaces (Hearth/Mantel/Surround):

N/A Built-in Features:

N/A Others:

X All supporting structural members

X All other INTERIOR features referenced in documents filed or to be filed at the County of Morris, including the grant application made to the Morris County Historic Preservation Trust Fund, including all future amendments.

BASELINE DOCUMENTATION OF PROPERTY

As per Paragraph 5 of easement, County of Morris may consult records documenting the Property's appearance and condition filed or to be filed at the County of Morris, New Jersey Historic Preservation Office 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 Progress Reports and/or documentation submitted by the Grantor.

Overview of Existing Documentation

1. Preservation Plans:

-

2. Architectural Drawings:

-

-

-

3. Photographs:

All as submitted by the Grantor as related to the grant applications.

SCHEDULE C

Morris County Historic Preservation Trust Fund

Historic Preservation Easement

Scope of Work to be Completed with Grant Funds

_____ (Grant Year) Grant: \$ _____ (Final Grant Amount)
_____ (Grant Year) Grant: \$ _____ (Final Grant Amount)
_____ (Grant Year) Grant: \$ _____ (Final Grant Amount)

(Grant scope of each grant)

SCHEDULE D

Morris County Historic Preservation Trust Fund

Historic Preservation Easement

Requirements for Public Access and Use

_____ 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.