

**NEW JERSEY HISTORIC TRUST
HISTORIC PRESERVATION AND CONSERVATION EASEMENT**

**Glen Alpin
Harding Township, Morris County, New Jersey**

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Prepared by:


Haley McAlpine and Glenn Ceporis
New Jersey Historic Trust

Record and Return to:

New Jersey Historic Trust
101 South Broad Street
PO Box 457
Trenton, NJ 08625-0457

HISTORIC PRESERVATION AND CONSERVATION EASEMENT

This Historic Preservation and Conservation Easement is made this _____ day of _____, Two Thousand and Twenty-Two between **the Township of Harding of Blue Mill Road, Box 666, New Vernon, NJ 07967** (its successors and assigns, collectively, "Grantor"), and

NEW JERSEY HISTORIC TRUST ("Trust"), a not-for-profit corporation of the State of New Jersey, qualified under Section 509 (a) (1) of the Internal Revenue Code of 1986, as amended, located at 101 South Broad Street, P.O. BOX 457, Trenton, Mercer County, New Jersey 08625-0457, its successors and assigns (collectively, "Trust").

WITNESSETH:

WHEREAS, New Jersey Historic Trust is a body corporate and an instrumentality of the State of New Jersey, created under Chapter 124, Public Laws of 1967 (N.J.S.A. 13:1B-115.111 et seq.), and is a qualified recipient of qualified conservation contributions under Sections 170(b), (f), and (h) of the Internal Revenue Code of 1986, as amended.

WHEREAS, Trust is authorized, pursuant to N.J.S.A. 13:1B-15.115 (b), to acquire preservation and conservation easements to protect New Jersey properties with historic, aesthetic or cultural significance.

WHEREAS, Grantor is the owner in fee simple of real property located at **685 Mount Kemble Avenue, Harding Township, NJ** ("Premises") (described in Schedule A) on which there is presently a unique historic resource known as **Glen Alpin** ("Buildings"), with a unique curtilage ("Site") (together, sometimes "Property") (described in Schedule B) worth preserving for historic, aesthetic, architectural, horticultural, and/or cultural significance.

WHEREAS, The Township of Harding subdivided this property into two parcels, one comprised of approximately 3.5 acres and containing the Glen Alpin House (disposal area) and subject to a separate historic preservation and conservation easement; and a second parcel comprised of the remaining approximately 6 acres subject to the provisions of this historic preservation and conservation easement.

WHEREAS, the Property was listed in the National Register of Historic Places on **June 27, 2000** under the **Tempe Wick Road Historic District**.

WHEREAS, the Property is a certified historic property representing a valuable example of a **Gothic Revival and Country Estate Style Architecture in Morris County**.

WHEREAS, Grantor and Trust wish to preserve the Property, and prevent any use of the Property that is not historically appropriate, or that will significantly impair or interfere with the historic features.

WHEREAS, the grant of a preservation and conservation easement, by Grantor to Trust, on the real property described in Schedules A and B, will assist in preserving the Property, its historical, cultural and aesthetic features.

WHEREAS, Grantor wishes to convey, and Trust wishes to accept, a preservation and conservation easement on the Property.

WHEREAS, the historic features of the Property ("Protected Features") consisting of the approximately 6-acres of land documented in a baseline inventory, which is annexed hereto, and incorporated herein by reference, as Schedule B, which the parties agree provides an accurate representation of the Property at the time of this conveyance, and which shall serve as an objective baseline for monitoring compliance with the terms of this Easement.

NOW THEREFORE, in consideration of \$10.00, and other good and valuable consideration, grantor hereby unconditionally and irrevocably grants and conveys to Trust, its successors and assigns, and Trust hereby accepts, a preservation and conservation easement in perpetuity ("Easement"), over and on the Property described in Schedule A of this easment, subject to the following covenants and restrictions:

1. **Grantor's Obligations.**

(a) Grantor shall not make any change to the property that would be inconsistent with its historical character, and shall not demolish or remove the Protected Features. Nothing in subparagraph (k) below shall be construed to permit Trust to approve any change of any kind in the property that would be inconsistent with its historical character.

(b) Grantor shall maintain the Protected Features in good condition. A Protected Feature is in "good condition" when: the feature is intact and structurally sound and the feature needs no more than minor repair or routine maintenance.

(c) Grantor shall not threaten or affect adversely the structural soundness of the Protected Features.

(d) Grantor shall not conduct landfill, dumping (including wetlands filling), or placing of ashes, trash, rubbish, manure or other unsightly or offensive materials, except: (1) for the purpose of combating erosion or flooding or (2) for the maintenance and/or construction of permitted structures -- all consistent with the preservation and conservation purposes of this Easement.

(e) Grantor shall not cut, remove, or destroy trees, shrubbery, and other vegetation now or later existing, unless consistent with the preservation and conservation purposes of this Easement. New vegetation shall be of appropriate historic preservation quality, form, and color. Grantor must maintain trees, shrubs and lawns in good manner and appearance and conformity with good horticultural and forestry practices.

(f) Grantor shall not conduct or permit or otherwise allow others to conduct activities on the Property, which would, or may be, detrimental to drainage, flood control, water conservation, erosion control or the preservation or conservation purposes of this Easement.

(g) Grantor shall not erect anything on or near the Protected Features, which would prohibit them from being visible from ground level or compromise the historic or architectural character of the Property, except for temporary structures during approved alteration or restoration or which meet the Secretary of Interior Standards.

(h) Grantor shall not erect or maintain or permit or otherwise allow others to erect or maintain trailer homes on the Property, except for temporary structures during any period of approved alteration or restoration.

(i) Grantor shall not create a subdivision, or effect devises, conveyances, transfers of the Property except as a unit.

(j) Grantor shall not install aboveground utility transmission lines, except those reasonably necessary for the existing structures, subject to utility easements already recorded.

(k) Grantor shall not, without Trust's prior approval as provided in paragraph 3:

- (I) make any changes in the Protected Features including, but not limited to, alteration, removal, construction, remodeling or other physical or structural change.
- (ii) erect any building or structure or other improvement on, above or beneath the surface of the property, incompatible in style, architectural character, materials, scale, and/or massing to Glen Alpin Mansion House on the adjoining property, the Protected Features and be consistent with the preservation and conservation purposes of this Easement, except as provided in paragraph 1(g).
- (iii) make any topographical changes to the Protected Features including, but not limited to, topsoil, sand, gravel, loam, rock and minerals excavation or removal, except: (1) to combat erosion or flooding, (2) for agriculture and silviculture on the Property, (3) for the maintenance and/or construction of permitted structures or (4) provide hiking trails and parking -- all consistent with the preservation and conservation purposes of this Easement.

2. **Archeological Resources.**

(a) The Owner shall preserve and maintain the Property (as illustrated in attached block and lot plan view map of the Baseline Documentation of the Property, Schedule A) in accordance with the recommended approaches in the Secretary of the Interior's Guidelines for Archaeology and Historic Preservation including the Standards and Guidelines for Preservation Planning, Identification, Evaluation, and Documentation.

(b) The Property is restricted in perpetuity against all ground disturbance within 250 feet of the Tempe Wick Road (County Road 646) and within 250 feet of Mount Kemble Avenue (State Highway Route 202), except in areas that have already been disturbed to the extent that would preclude the existence of intact archaeological deposits. The Owner must demonstrate, to the NJHT's satisfaction, that prior disturbance has occurred in the proposed area. Prior to issuing written permission under Paragraph 3 of this Easement, the NJHT shall consult with the New Jersey

State Historic Preservation Office ("SHPO"), Department of Environmental Protection, PO Box 420, Trenton NJ 08625-0420. This restriction specifically prohibits, without express prior written permission:

- (i) removal, excavation, grading, or other disturbance of the soil;
 - (ii) dumping or filling with any materials;
 - (iii) erection of structures, either permanent or temporary;
 - (iv) placement of pavements;
 - (v) destruction of plant life which would significantly alter the existing pattern of vegetation or contribute to site disturbance or erosion;
 - (vi) any activity which would involve substantial alteration of the Property such as burning; and
 - (vii) the use of heavy construction equipment which could result in ground compaction or disturbance of any buried Native American archaeological deposits.
- (c) Prior consultation with and permission from the NJHT is not required for normal property maintenance or pedestrian use, provided that the activities do not result in disturbance of, or alteration to, the existing characteristics of the soil or buried archaeological deposits that may be present. Normal property maintenance includes:
- (i) mowing of existing lawn or field areas;
 - (ii) pruning of trees and shrubs;
 - (iii) selective cutting of trees when not accompanied by the stump removal below the ground surface and provided that erosion or ground disturbance does not result from cutting;
 - (iv) introduction of plant species through planting seeds when this introduction would not result in ground disturbance; and
 - (v) maintenance of existing artificial features which would not result in ground disturbance.
- (d) The Owner may request a letter of clarification in order to determine if a particular activity involving ground disturbance would require prior review and written approval by the NJHT.
- (e) For activities requiring prior review and written approval, the Owner shall submit adequate project or activity information to both the NJHT and the SHPO. The SHPO will determine if the information is sufficient to evaluate the potential impact on archaeological resources. Projects and activities will be reviewed for their potential to impact archaeological remains that may be eligible for listing in the New Jersey and National Registers of Historic Places.
- (f) Within 60 days of receipt of all information necessary to make such determination, the SHPO will make a determination of whether the project can proceed as is, or if an archaeological survey will be required, as outlined below. The NJHT shall be copied on all correspondence between the Owner and the SHPO.
- i. If it appears as the result of the review that degradation or destruction of archaeological resources may result from the project or activity, and it is not feasible and prudent to shift the project or activity location to an area which would not result in degradation or destruction, then the SHPO may require an archaeological survey or other historic preservation activities prior to implementation of the undertaking in an effort to identify archaeological resources in the area of the proposed project or activity and, if such resources are present, to assess their eligibility for listing in the New Jersey and National Registers of Historic Places, and if eligible, to suggest measures for avoiding, minimizing, and/or mitigating adverse effects to them.
 - ii. All archaeological survey and data recovery that may be required shall be conducted by an archaeologist meeting the National Park Service's Professional Qualifications Standards for Archaeology, (currently available at http://www.nps.gov/history/local-law/arch_stnds_9.htm) and shall be in keeping with the "Guidelines for the Preparation of Cultural Resources Management Archaeological Reports Submitted to the Historic Preservation Office," and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.
- (g) In the event one or more additional human burials are discovered on the Property, the New Jersey State Archaeologist shall be contacted immediately at the New Jersey State Museum. The State Archaeologist shall contact Native American representatives, as appropriate.
- (h) Representatives of the NJHT/SHPO shall be permitted at all reasonable times to inspect the Property in order to ascertain if the restrictions, stipulations, and conditions of this covenant are being observed.

(i) This restriction shall not be construed as preventing the undertaking of scientifically valid research on the Property by an archaeologist meeting the National Park Service's Professional Qualifications Standards provided that:

- i. research designs for proposed archaeological investigations are reviewed and approved by the SHPO;
- ii. prospective researchers demonstrate the capability in personnel and facilities to carry the work to completion in a reasonable time period; and
- iii. professional reports of the work are prepared for review and written approval by the SHPO which meet SHPO survey and report guidelines and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.

3. **Request for Approval.**

Grantor shall seek any approval required by this Easement by submitting a completed Request for Approval Form (Schedule E) to Trust, accompanied by documents, including plans, specifications and designs, where appropriate, describing the proposed activity with enough specificity to permit meaningful review and oversight by Trust. Grantor shall also provide Trust with a timetable for the proposed activity. Within 45 days of its receipt of the Request for Approval, Trust shall notify Grantor of its approval, conditioned approval or disapproval, provided that the information and documentation contained therein is adequate and acceptable to Trust. Trust's failure to approve or disapprove a Request for Approval within the 45-day time period shall be deemed to constitute approval by Trust of the Request for Approval as submitted.

4. **Inspections.**

At least annually, and upon prior reasonable notice to Grantor, Trust's representatives 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.

5. **Standard for Review.**

In exercising any authority created by this Easement to inspect the Property; to approve and review any construction, alteration, repair, or maintenance; to review casualty damage, or approve reconstruction of the Protected Features following casualty damage, Trust shall apply The Secretary of the Interior's Standards for the Treatment of Historic Properties, 36 CFR 800 et seq. In evaluating any Request for Approval, submitted in accordance with Paragraph 3, Trust may consult records documenting the Property's appearance, including, without limitation, 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 repairs and maintenance.

6. **Reserved Rights.**

Subject to the restrictions set forth in Paragraphs 1 and 2, and elsewhere in this Easement, the following rights, uses, and activities of or by Grantor, on, over, or under the Property, are permitted by this Easement and by Trust without further approval by Trust:

(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 Property; and (iii) are not inconsistent with the purposes 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 the 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 prior approval from Trust, in accordance with Paragraph 3.

(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.

7. **Public Access.**

Subject to the terms of this Easement, Grantor shall retain the exclusive right to access and use the Property, and the Property shall not be generally accessible to the public. Grantor shall however allow two (2) public access days each year, upon terms and scheduling to be agreed upon by Grantor and Trust. Further, Grantor shall not obstruct or interfere with the public's opportunity to view the exterior architectural features of any protected building, structure, or improvements on the Property, from adjacent publicly accessible areas such as public streets. Trust may make photographs, drawings or other representations documenting the significant historical, cultural and architectural character and features of the Property and distribute them to magazines, newsletters or other publicly available publications, or use them to fulfill its charitable and educational purposes., provided, however, that Grantee shall give written notice to Grantor of such distribution within a reasonable time thereafter.

8. **Costs and Liabilities.**

Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate insurance, and payment of all taxes, as required by Paragraphs 9 and 10. Grantors shall keep the Property free of any liens arising out of any work performed or, materials furnished to, or obligations incurred by Grantors; however, grantors or their successors in title shall have the right to place a residential mortgage and/or a residential home equity lien on the property, which shall be subordinate to this Historic Preservation Conservation Easement.

9. **Insurance.**

Without cost to Trust, Grantor shall carry, either through insurance companies or through formal, fully funded self-insurance programs, full replacement value comprehensive general liability insurance, and non-cancelable reasonably adequate standard fire insurance, with extended coverage policies for the Property - all naming Trust as an insured. Upon request of Trust, not more frequently than annually, Grantor shall provide Trust with a certificate of insurance evidencing that such coverage is in force. Grantor, without cost to Trust, shall comply with all rules, orders and regulations of the Board of Fire Underwriters, Rating Bureaus and insuring Fire Insurance Companies.

10. **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 result of, this Easement, and shall furnish Trust with satisfactory evidence of payment upon request.

11. **Indemnification.**

Grantor shall hold harmless, indemnify and defend Trust, the State of New Jersey and their respective officers, agents 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 any way connected with: (1) 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; (2) the obligations specified in Paragraphs 8 and/or 10 above; and (3) the existence or administration of this Easement.

12. **Casualty Damage or Destruction.**

(a) If the Property, or any part of the Property, is damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other like casualty, Grantor shall notify Trust in writing within 10 days of the damage or destruction, such notice describing what, if any, emergency work already has 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 Grantor without Trust's prior approval as provided in paragraph 3. Within 30 days of the date of damage or destruction, if required by Trust, Grantor at its own expense, shall provide Trust with a written report prepared by a qualified restoration architect, and an engineer acceptable to Grantor and Trust, which report shall include the following:

- (i) an assessment of the nature and extent of the damage;
- (ii) a determination of the feasibility of the restoration and/or reconstruction of the damaged or destroyed portions of the Property; and
- (iii) a report recommending restoration/reconstruction work necessary to return the Property to the condition it was in as of the date of execution of this Easement.

(b) Trust shall have thirty (30) days within which to review the report and notify Grantor in writing of its recommendations concerning restoration and reconstruction. Prior to making its recommendations, Trust shall make a reasonable effort to consult with Grantor and discuss the various options. If, after reviewing such report, Trust and Grantor agree that the purpose of the Easement would be served by the recommended restoration/reconstruction, Grantor and Trust shall establish a schedule pursuant to which Grantor shall complete the restoration and reconstruction, in accordance with plans and specifications agreed to by the parties.

(c) If Trust determines, after reviewing the report, that restoration/reconstruction would not serve the purpose and intent of this Easement, or is impossible, then Grantor may, with Trust's prior written approval as provided in paragraph 3, demolish, remove or raze the structure, or affected portion of the Property, and/or construct improvements. In this event, Grantor and Trust 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. **Extinguishment.**

(a) In the event an unexpected change in circumstances arises in the future which makes it impossible to accomplish the purposes of this Easement, this Easement may be extinguished in whole or in part through an appropriate judicial proceeding, but only through a judicial proceeding. For purposes of this Easement, a "change in circumstances" includes, but is not limited to, partial or total destruction of the Buildings resulting from a casualty of such magnitude that Trust approves demolition or condemnation of all or a portion of the Buildings.

(b) Upon extinguishment of this Easement, the following conditions and requirements shall apply:

- (i) Trust shall execute and deliver to Grantor documentation of the Easement's extinguishment, which Grantor shall record, in the Office of the Clerk, of the County of Morris.
- (ii) Trust shall be entitled to a share of the net proceeds resulting from the extinguishment, as determined in accordance with Paragraph 15, subject to any applicable Federal or State law.
- (iii) Trust's share of the net proceeds of the extinguishment shall be dedicated to the preservation and conservation of other buildings, structures or sites having historical, architectural, cultural or aesthetic value and significance to the people of New Jersey.

14. **Condemnation.**

If the Property is taken in whole or in part by exercise of the power of eminent domain, Trust shall be entitled to a share of the condemnation proceeds, as determined in accordance with Paragraph 15, subject to any applicable Federal or State law. Trust shall use said share for the purposes described in Paragraph 13 (b)(iii).

15. **Stipulated Value of Trust's Interest.**

This Easement constitutes a real property interest immediately vested in Trust, which, for purposes of Paragraphs 13 and 14, shall be deemed to have a stipulated fair market value, to be determined by multiplying the fair market value of the Property (as of the date of execution of this Easement, without deduction for the value of the Easement), by the ratio of the fair market value of the Easement (as of the date of its execution) to the fair market value of the Property (as of the date of execution of this Easement, without deduction for the value of the Easement). The fair market value of the Easement shall be determined in the same manner, and by reference to the same values, used to calculate the deduction for federal income tax purposes, allowable by reason of this Easement, under Section 170 (h) of the Internal Revenue Code of 1986, as amended.

16. **Recordation.**

Grantor shall record this Easement with Schedule A (Legal Description of Site), Schedule B (Baseline Survey Document Identifying Protected Features), and Schedule E (Request for Approval Form), in a timely fashion, at the Office of the Morris County Clerk, and shall incorporate the terms of this Easement in any deed, or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

17. **Subsequent Transfers.**

Grantor shall give written notice to the Trust of the transfer of any interest in the Property at least 20 days prior to the date of such transfer.

18. **Proof of Compliance.**

At Trust's request, Grantor shall promptly furnish Trust with written certification, in the form required by Trust, that, to the best of Grantor's knowledge, Grantor is in compliance with, and has satisfied the obligations of this Easement.

19. **Enforcement and Remedies.**

If Trust determines that Grantor is in violation of any term of this Easement, or that a violation is threatened, Trust and its representatives may institute proceedings in a Court of competent jurisdiction to enjoin the violation, demand corrective action (including, but not limited to, restoration of the affected portion of the Property), and/or recover any damages attributable to the violation. All reasonable costs incurred by Trust and/or its representatives, in connection with the enforcement of this Easement, including, but not limited to, the costs of suit and attorneys' fees, shall be borne by Grantor. Trust's remedies, as described in this paragraph, shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

20. **Trust's Discretion.**

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

21. **Trust's Obligations.** Trust warrants and covenants that:

(a) Trust shall remain a Qualified Organization for purposes of Section 170(h) of the Internal Revenue Code of 1986, as amended. If Trust's status as a Qualified Organization is successfully challenged by the Internal Revenue Service, Trust shall select promptly another Qualified Organization and transfer all of its rights and obligations under this Easement to it.

(b) In the event that Trust acquires fee simple title to the Property, any transfer of the title, from Trust to another, shall be subject to the terms of this Easement, or a new easement with equivalent terms.

(c) Trust may, in its sole discretion, without notice to Grantor, convey, assign, or transfer this Easement to a unit of federal, state, or local government, or to a similar local, state, or national organization whose purposes are to promote preservation or conservation of historical, cultural or architectural resources, and which, at the time of the conveyance, is a qualified organization under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, provided that the conveyance, assignment, or transfer requires that the preservation and conservation purposes for which this Easement was granted will continue to be carried out.

22. **Transfer of Trust's Obligations and Rights.**

In the event of dissolution, Trust's interest in the Property shall pass to the State of New Jersey. At any time before dissolution, Trust may transfer its interest in the Property to the State of New Jersey, or to a nonprofit organization (organized under the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1 et seq., and that is exempt from federal income taxation under Section 501(c)(3) of the federal Internal Revenue Code of 1986, as amended ("Code") and satisfies the requirements to be a qualified organization with respect to historic preservation easements within the meaning of section 170(h) of the Code, or under any substantially similar provision of any successor tax code, whose purposes are to promote preservation or conservation of historical, cultural or architectural resources and which is authorized to hold such an easement in and with respect to property located in the state of New Jersey.

23. **Amendments.**

If circumstances arise under which an amendment to this Easement would be appropriate, Grantor and Trust may by mutual written agreement jointly amend this Easement. Any such amendment shall be consistent with the purposes of this Easement; shall not permit additional development on the Property other than the development permitted by this Easement on the execution 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 Office of the Clerk of Morris County. Nothing in this Paragraph shall require Trust to agree to any amendment or to consult or negotiate regarding any amendment.

24. **Runs with the Land.**

This Easement binds and benefits Grantor's and Trust's heirs, fiduciaries, successors and assigns, and runs with the land, whether or not inserted in later instruments which purport to pass interests in the real property described in Schedule A, and the structures, amenities, and other appurtenances located on it.

25. **Signs, Markers.**

Display of Billboards, Signs and Advertisements is prohibited on or over the Property, except: (1) to state solely the name and/or address of the Property and/or the owners; (2) to advertise the sale or lease of the Property; (3) to advertise the agricultural, horticultural, silvicultural and/or naturalistic uses of the Property; (4) to advertise the sale of goods or services produced by permitted uses of the Property; or (5) to commemorate the history of the Property, its recognition under state or federal historical registers, or its protection under this Instrument or state and local environmental or game laws. No sign or billboard on the Property, except those existing on the property as of January 31, 2019 shall exceed four by four feet. Multiple signs shall be limited to a reasonable number, shall not damage living trees and shall be placed in accord with applicable local regulations. No sign shall be placed in such manner as to mar the reasonable sight lines of the protected features identified in Schedule B – Baseline Survey Document of Property.

26. **Severability.**

If any court or other tribunal determines that any provision of this Easement is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event that the invalid and/or unenforceable provision cannot appropriately be modified, the provision shall be deemed deleted from this Easement as though it had never been included. In either case, the remaining provisions of this Easement shall remain in full force and effect.

27. **Construction.**

This Easement shall be liberally construed to effect its preservation purposes.

28. **Integration.**

This Easement comprises the entire agreement between Grantor and Trust, and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

29. **Notices and Submissions.**

Any notices or submissions by Grantor to Trust, pursuant to the requirements of this Easement, shall be sent by registered or certified mail, return receipt requested, addressed to New Jersey Historic Trust, P.O. BOX 457, Trenton, NJ 08625-0457, or any other address which Trust provides in writing to Grantor. Any notice given in this manner shall be deemed to have been given upon receipt, which shall be presumed to be three (3) days after the day it is deposited with the United States Post Office. All notices by Trust to Grantor also shall be sent by registered or certified mail, return receipt requested, addressed to **The Township of Harding and the Harding Land Trust at Blue Mill Road, Box 666, New Vernon, NJ 07976** unless Grantor notifies Trust otherwise in writing.

30. **Schedules.**

The following schedules are included and incorporated herein by reference:

Schedule A: Legal Description of Site.

Schedule B: Baseline Survey Document of Property Identifying Protected Features.

Schedule E: Request for Approval Form.

The following additional materials are available for inspection at Trust' office:

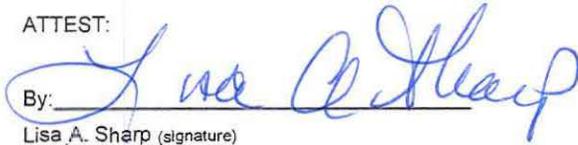
- (a) Photographs depicting the protected property features;
- (b) National Register of Historic Places Nomination Form dated June 27, 2000; and
- (c) Preservation Plan for Glen Alpin, prepared by Watson & Henry of Bridgeton, NJ dated September, 2006.

Glen Alpin
Harding Township, Morris County

SIGNATURES, ACKNOWLEDGMENTS

On the date at the top of the first page, as appropriate, this instrument is signed, attested, and sealed by proper corporate officers and is signed and witnessed by proper individuals.

ATTEST:

By: 

Lisa A. Sharp (signature)
Municipal Clerk

THE TOWNSHIP OF HARDING, GRANTOR:

By: 

Timothy Jones (signature)
Mayor

ATTEST

By: 

Glenn Ceponis (Signature)
Historic Preservation Specialist

THE NEW JERSEY HISTORIC TRUST

By: 

Dorothy P. Guzzo (Signature)
NJHT Executive Director

GRANTOR'S ACKNOWLEDGEMENT

STATE OF NEW JERSEY, COUNTY OF MORRIS SS:

I CERTIFY that on October 27, 2022

Timothy Jones personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) He is the Mayor of the Township of Harding, a New Jersey municipal corporation named in this document;
- (b) Executed this document on behalf of the Township of Harding and he is authorized to sign and deliver this document on its behalf; and
- (c) Made this document for \$10.00, the full and actual consideration paid or to be paid for the transfer of the Historic Preservation and Conservation Easement.


Notary Public



GRANTEE'S ACKNOWLEDGEMENT

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on Oct 13, 2022

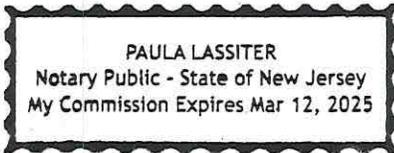
Dorothy Guzzo personally came before me acknowledged under oath, to my satisfaction, that:

- (a) she is the Executive Director of NEW JERSEY HISTORIC TRUST ("Trust") Grantee in this Instrument;
- (b) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Chairperson of Trust;
- (c) this Instrument was signed and delivered by Trust as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of Trust which was affixed to this Instrument;
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn before me

By: Dorothy Guzzo
Dorothy Guzzo
Executive Director

Oct. 13, 2022
By: Paula Lassiter
Notary (Print name, title, commission exp. date, and impress seal)



Deed Description
Green Acres Participation Area
Project Name: Glen Alpin

Lands of N/F Township of Harding and Harding Land Trust

May 4, 2020

Block 34 Lot 1

Township of Harding

685 Mount Kemble Avenue

Morris County

All that certain tract or parcel of land located at, on or along 685 Mount Kemble Avenue in the Township of Harding, County of Morris, New Jersey, bounded and described as follows:

Commencing at a concrete monument set in the westerly right-of-way line (33 feet from centerline) of New Jersey State Highway Route 202-Mount Kemble Avenue, said concrete monument having NJPCS NAD 1983 values of North 700.397.77 feet and East 485.106.94 feet, thence on NJPCS NAD 1983 bearings the following three courses running along the westerly right-of-way line of Route 202-Mount Kemble Avenue:

1. On a curve to the left having a radius of 988.37 feet, an arc length of 13.70 feet, a delta of $0^{\circ} 47' 39''$ and a chord of South $18^{\circ} 57' 11''$ West, 13.70 feet to a point, thence
2. South $18^{\circ} 32' 14''$ West, 410.02 feet to a point of curvature, thence;
3. On a curve to the right having a radius of 922.37 feet, an arc length of 248.69 feet, a delta of $15^{\circ} 26' 54''$, and a chord of South $26^{\circ} 15' 41''$ West, 247.94 feet to a point of compound curvature, thence;
4. On a curve to the right connecting the westerly right-of-way line of Route 202-Mount Kemble Avenue to the Northerly right-of-way line of Tempe Wick Road - County Route No. 646 (having a right-of-way width of 57.5 feet) said curve having a radius of 25.00 feet, an arc length of 33.12 feet, a delta of $75^{\circ} 54' 14''$ and a chord of South $71^{\circ} 56' 12''$ West, 30.75 feet to a point of tangency, thence the following three courses running along the northerly right-of-way line of Tempe Wick Road - County Route No. 646.:
5. North $70^{\circ} 06' 46''$ West, 91.00 feet to a point, thence;
6. North $76^{\circ} 38' 15''$ West, 172.58 feet to a point, thence;
7. North $81^{\circ} 08' 56''$ West, 139.55 feet to a capped iron pipe found and corner of Block 34 Lot 1.01, Lands of N/F Liang-Bin/Su-Hsiang, thence;
8. Leaving Tempe Wick Road, and running along Block 34 Lot 1.01, North $8^{\circ} 51' 04''$ East, 110.76 feet to a point, thence leaving Block 34 Lot 1.01, the following thirteen courses running through Block 34 Lot 1:
9. North $82^{\circ} 01' 09''$ East, 99.87 feet to a point, thence;
10. North $18^{\circ} 36' 38''$ East, 86.42 feet to a point, thence;
11. North $56^{\circ} 29' 26''$ East, 162.96 feet to a point, thence;
12. North $16^{\circ} 56' 10''$ East, 56.40 feet to a point, thence
13. North $7^{\circ} 15' 59''$ West, 112.09 feet to a point, thence;
14. North $66^{\circ} 35' 34''$ East, 109.30 feet to a point, thence;
15. North $25^{\circ} 01' 26''$ West, 120.99 feet to a point, thence;
16. North $69^{\circ} 25' 25''$ West, 141.05 feet to a point, thence;
17. South $68^{\circ} 14' 12''$ West, 112.18 feet to the point, thence;
18. South $26^{\circ} 59' 09''$ East, 19.18 feet to a point, thence;
19. South $61^{\circ} 40' 31''$ West, 34.59 feet to a point, thence;
20. South $79^{\circ} 45' 50''$ West, 28.30 feet to a point, thence;
21. North $33^{\circ} 40' 54''$ West, 36.45 feet to a point in line of Block 34 Lot 1.01, Lands of N/F Liang-Bin/ Su-Hsiang, thence;
22. Running along Block 34 Lot 1.01, North $24^{\circ} 52' 34''$ East, 120.48 feet to a concrete monument set in line of Block 27 Lot 2, lands of N/F Harding Holdings PM, LLC, thence the following two courses running along Block 27 Lot 2:
23. South $88^{\circ} 31' 06''$ East, 115.00 feet to a point on a marble monument found, said point being North 0.17 feet and West 0.11 feet from the center of said marble monument, thence;
24. South $69^{\circ} 25' 26''$ East, 507.08 feet to the point of beginning.

Containing a total of 6.05930 acres of land.

The above description was written pursuant to a survey of property designated as Block 34 Lot 1, Township of Harding, Morris County, State of New Jersey. Said survey was prepared by Apgar Associates, Inc, Far Hills, New Jersey, February 5, 2020 and marked as File No 10581. A reduced copy of said plan is attached hereto and made part hereof.

New Jersey Historic Trust
Historic Preservation Perpetual Easement

Schedule B - BASELINE SURVEY DOCUMENT OF PROPERTY

Baseline Documentation of Property

New Jersey Historic Trust
Historic Preservation and Conservation Easement

PROPERTY NAME: Glen Alpin
ADDRESS: 685 Mount Kemble Avenue, Harding Township, NJ 07960

Donor: Township of Harding

PROTECTED PROPERTY FEATURES

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

Natural Features

- Trees/Shrubs:
 Lawns/Vegetation/Ground Cover: Open lawn area south -- southeast of the building.
 Streams/Ponds/Wetlands:
 Topographical Features:
 Other:

Manmade Features

- Benches/Site Furnishings/Gazebos:
 Fences/Walls/Gates:
 Drain Inlets/Catch Basins/Drain Pipes:
 Roads/Driveways/Sidewalks: A entrance drive from Mt Kemble Avenue (Route 202) up towards the house. The current roadway may be widened with appropriate review and approval of NJ Historic Trust as provided for in this easement.
 Parking Lots:
 Curbs:
 Signs:
 Archaeological Resources: Known areas of archaeological sensitivity as noted in Paragraph 2 (b) of this easement as well as other areas that may be determined.
 NJHT Permanent Marker
 Other:

Other

- All other SITE features referenced in documents filed or to be filed at the New Jersey Historic Trust.

N/A EXTERIOR FEATURES (If not applicable, go to Interior):

List building protected by Easement:

N/A 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))

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 approved construction documents.

Overview of Existing Documentation

1. Historic Structures Reports & Preservation Plans: *Preservation Plan for Glen Alpin*, prepared by Watson & Henry Associates. September 2006.
2. Architectural Drawings:
3. Photographs: Interior and exterior of House as well as site views.

**New Jersey Historic Trust
Historic Preservation Perpetual Easement
Schedule E - REQUEST FOR APPROVAL FORM**

1. General Information

To be completed by easement Grantor

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone(s): _____

Fax: _____

Property Name: _____

Property Address (if different from above): _____

City: _____ State: _____ Zip: _____

2. Description of Proposed Project: (Attach applicable site plans, architectural drawings, photos and any other pertinent documentation.)

3. Reasons for undertaking project:

4. Protected features potentially affected by proposed project:

5. Name(s), Address (es), Telephone Number(s) of Consultant(s)/Contractor(s) involved in project:

Certify that the above statements are true to the best of your knowledge by signing below:

Signature: _____

Date: _____

Mail this application with supporting documentation to:

New Jersey Historic Trust
P.O. Box 457
Trenton, NJ 08625