SANDY DISASTER RELIEF GRANT
PRESERVATION AGREEMENT
Non-Profit, Places of Public Accommodation, and Government Entities

This agreement is made the ______ day of _____________________, 20____, by
____________________ (hereafter referred to as the “Owner”) and the New Jersey Historic Trust
(hereafter referred to as the “Grantee”) for the purpose of the preservation of a certain Property known
as [enter the property name as it is listed on the National Register of Historic Places], located at [enter
street address, city, county, and State], which is owned in fee simple by the Owner and is listed or
determined eligible for listing on the National Register of Historic Places.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements and is
known as the [enter property name]. The Property is more particularly described as follows [include
county reference, consisting of repository, book, and page number(s)].

In consideration of the sum of [enter SDRG grant amount] received in grant-in-aid assistance through
the Grantee from the National Park Service, United States Department of the Interior, the Owner hereby
agrees to the following for a period of _______ years [enter the term based on the amount of grant].

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property
so as to preserve the architectural, historical, or archaeological integrity of the same in order to
protect and enhance those qualities that made the Property eligible for listing on the National
Register of Historic Places.

2. The Owner agrees that no construction, alteration, or remodeling shall be undertaken or
permitted to be undertaken on the Property which would affect significant features, such as
architectural details, materials, fenestration, overall form, structure, or height of the Property as
identified in Schedule A, without prior written approval of the Grantee affirming that such
activities will meet the Secretary of Interior’s Standards for the Treatment of Historic
Properties (hereafter referred to as the “Standards”). Owner shall provide to Grantee sufficient
information to inform Grantee of the work to be performed including details of treatment,
materials, and applications along with any other documentation the Grantee requests to
reasonably review the project in accordance with the Standards.

3. The Owner agrees that the Grantee, its agents and designees shall have the right to inspect the
property at all reasonable times in order to ascertain whether or not the conditions of this
agreement are being observed.

4. The Owner agrees to provide public access to view the grant-assisted work or property no less
the 12 days a year on an equitably spaced basis. Nothing in this agreement will prohibit a
reasonable, nondiscriminatory admission fee, comparable to fees charged at similar facilities in
the area.

5. The Owner agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d))
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

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race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the New Jersey Historic Trust.

6. The Owner further agrees that when the property is not open on a continuing basis, and when the improvements assisted with the Sandy Disaster Relief Grants are not visible from the public way, notification will be published in newspapers of general circulation in the community area in which the Property is located giving dates and times when the Property will be open. Documentation of such notice will be furnished annually to the New Jersey Historic Trust during the term of the agreement.

7. 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 Owner shall notify the Grantee in writing within fourteen (14) day of the damage or destruction, such notification including what, if any, emergency work has already been completed. Nor 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 Owner 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 sixty (60) of receiving the request from the Owner. 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 Owner that the agreement is null and void. If the damage or destruction that warrants the Property’s 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 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 returned to the U.S. Treasury.

8. Owner agrees to 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 the Grantee in the amount of the Grant after all mortgage claims are satisfied. Owner shall also carry comprehensive liability insurance against claims for personal injury and death. If the property is located within a Special Flood Hazard Area, the Owner is required to maintain flood insurance to an amount equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less. Owner shall deliver to Grantee within ten (10) business days of the Effective Date of this agreement, certificates of such insurance coverage. Each certificate shall name the Grantee, the State of New Jersey, and their respective officers and employees as additional insured and shall certify that coverage may not be cancelled for any reason except after thirty (30) days written notice to the Grantee. Owner agrees to maintain such insurance coverage for the term of this Preservation Agreement.

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9. The Grantee shall have the right to prevent and correct violations of the terms of this preservation agreement. If the Grantee, upon inspection of the property, finds what appears to 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 Owner 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 Owner to restore the Property to a condition that would be consistent with the preservation purposes of the grant from the Grantee. 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.

10. SEVERABILITY CLAUSE

It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions of provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.

_______________________________  _________________________
Signature of Grantee (NJHT  Signature of Owner

________________________________  _________________________
Date of signature  Date of signature

_______________________________  _________________________
Witnessed by Notary  Witnessed by Notary
**SCHEDULE A**

**NEW JERSEY HISTORIC TRUST**

**HISTORIC PRESERVATION AGREEMENT**

**BASELINE INVENTORY OF PROTECTED FEATURES**

**PROPERTY NAME/LOCATION**

**PROTECTED PROPERTY FEATURES**

<table>
<thead>
<tr>
<th>SITE FEATURES (if not applicable, go to Exterior):</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Natural Features</strong></td>
</tr>
<tr>
<td>_ Trees/Shrubs:</td>
</tr>
<tr>
<td>_ Lawns/Vegetation/Ground Cover:</td>
</tr>
<tr>
<td>_ Streams/Ponds/Wetlands:</td>
</tr>
<tr>
<td>_ Topographical Features:</td>
</tr>
<tr>
<td>_ Other:</td>
</tr>
<tr>
<td><strong>Manmade Features</strong></td>
</tr>
<tr>
<td>_ Benches/Site Furnishings/Gazebos:</td>
</tr>
<tr>
<td>_ Fences/Walls/Gates:</td>
</tr>
<tr>
<td>_ Drain Inlets/Catch Basins/Drain Pipes:</td>
</tr>
<tr>
<td>_ Roads/Driveways/Sidewalks:</td>
</tr>
<tr>
<td>_ Parking Lots:</td>
</tr>
<tr>
<td>_ Curbs:</td>
</tr>
<tr>
<td>_ Signs:</td>
</tr>
<tr>
<td>_ Archaeological Resources:</td>
</tr>
<tr>
<td>_ Other:</td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>EXTERIOR FEATURES (If not applicable, go to Interior):</th>
</tr>
</thead>
<tbody>
<tr>
<td>List building(s) protected by Easement:</td>
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</tbody>
</table>

**Roof**

<table>
<thead>
<tr>
<th>Roof</th>
</tr>
</thead>
<tbody>
<tr>
<td>_ Roof Covering:</td>
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<tr>
<td>_ Roof Sheathing:</td>
</tr>
</tbody>
</table>

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__ 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:
__ 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:
__ 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:

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:

Other:

**INTERIOR FEATURES**

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

*The following format is used for each room*

**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

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, including photographs.