

NEW JERSEY HISTORIC TRUST
HISTORIC PRESERVATION AND CONSERVATION EASEMENT

Luke Miller House

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Prepared by: Glenn Ceponis and Ross Sweetland
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 five between the Borough of Madison, of 50 Kings Road, Hartley Dodge Memorial, Madison, 07940, Morris County, New Jersey (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 105 Ridgedale Avenue, Madison, 07940, Morris County, New Jersey ("Premises") (described in Schedule A) on which there is presently a unique historic resource known as the Luke Miller House ("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 Property was listed in the New Jersey Register of Historic Places on July 7, 2004, and in the National Register of Historic Places on _____, as a contributing resource in the Bottle Hill Historic District.

WHEREAS, the Property is a certified historic property representing a valuable example of a Colonial-era residence.

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

WHEREAS, the historic features of the Property ("Protected Features") have been 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 the Trust, its successors and assigns, and Trust hereby accepts, a preservation and conservation easement in perpetuity ("Easement"), over and on the entire Property, subject to the following covenants and restrictions:

1. Grantor's Obligations.

- (a) Grantor shall not demolish or remove the Protected Features.
- (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, (2) for agriculture and silviculture on the Property, or (3) 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. Grantor must maintain trees, shrubs and lawns in good manner and appearance.
- (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.
- (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 architectural or engineering changes in the Protected Features including, but not limited to, alteration, removal, construction, remodeling or other physical or structural change, including any change in color or surfacing of the Buildings.
 - (ii) 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, or (3) for the maintenance and/or construction of permitted structures -- all consistent with the preservation and conservation purposes of this Easement.
 - (iii) install metal/vinyl storm doors and windows, except for those that currently exist on the Protected Features, nor install screens & screen doors framed in other than original fabrics.
 - (iv) install "Blacktop" driveways, parking areas, trails, or walks, except for those that currently exist on the Protected Features, unless appropriate to the historic character of the Property.

2. Archeological Resources.

(a) Grantor shall not cause, permit or suffer any grading, excavation, plowing, subsoiling, drainage improvements, or other undertaking that would materially disturb the ground's surface or subsurfaces without first submitting a Request for Approval to Trust, and obtaining Trust's written approval thereof as provided in paragraph 3 of this Easement. As part of the Request for Approval, Trust may require Grantor to perform a survey in order to identify and determine the significance of archeological deposits, to conform with the Guidelines for the Preparation of Cultural Resources Management, Archeological Reports ("Guidelines") (May 1990) maintained by the New Jersey Historic Preservation Office. As a further condition of approval, Trust may require Grantor to conduct data recovery, excavation, curation, documentation and reporting of the affected deposits, in conformance with the Guidelines, and in a form and substance satisfactory to Trust.

(b) All archeological artifacts recovered from the Property shall be the property of the Borough of Madison ("Borough") or, if the Borough refuses the artifact, the State of New Jersey, but may, upon execution of a written agreement, between Grantor and Trust, remain in the possession of Grantor for purposes of research, conservation and display. Should Grantor in possession of such artifacts cease to exist, or become for any reason unwilling to remain in possession of such artifacts, or should Trust determine that Grantor is using

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Madison, Morris County:

such artifacts for purposes other than research, conservation, and display, then possession shall become vested in Trust, and Grantor or its successors shall immediately surrender control over all such artifacts, and cause such artifacts to be placed in Trust's possession.

3. Request for Approval.

Grantor shall seek any approval required by this Easement by submitting a completed Request for Approval Form (Schedule C) 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 and the interior of the Buildings. 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 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.

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 Preservation Easement.

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9. Insurance.

Without cost to Trust, Grantor shall carry, either through insurance companies or through formal, fully funded self-insurance programs, reasonably adequate 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 - and annually shall submit to Trust verifications of payment of premiums or documentation of self-insurance. 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) 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. Certification of Title.

Grantor warrants and covenants that no lien, mortgage or other encumbrance presently exists on the Property, or will have been placed on the property as of the date of recordation of this Easement.

17. Recordation.

Grantor shall record this Easement with Schedule A (Legal Description of Site), Schedule B (Baseline Survey Document Identifying Protected Features), and Schedule C (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.

18. 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.

19. 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.

20. 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. Any 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.

21. 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.

22. 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.

23. 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 qualified for tax-exempt status under Section 501(c) of the Internal Revenue Code of 1986, as amended) that has purposes similar to its own.

24. 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 purpose 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.

25. 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.

26. 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 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.

27. 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.

28. Construction.

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

29. 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.

30. 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 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 Borough Administrator, Borough of Madison, 50 Kings road, Hartley Dodge Memorial, Madison, New Jersey, 07940 unless Grantor notifies Trust otherwise in writing.

31. Schedules.

The following schedules are included and incorporated herein by reference:

Schedule A: Legal Description of Site (3 pages).

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

Schedule C: 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 2003; and
- (c) Historic American Buildings Survey Documentation dated 1930.

32. Mortgagee's Subordination of Interest

At the time of the conveyance of this Easement, the Property is subject to a Mortgage/Deed of Trust dated _____ (hereinafter "the Mortgage" or "Deed of Trust") held by _____ at _____ (hereinafter, "Mortgagee"/"Lender"). The Mortgagee/Lender joins in the execution of this Easement to evidence its agreement to subordinate the Mortgage/the Deed of Trust 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) Before exercising any right or remedy due to breach of this Instrument except the right to enjoin a violation, Trust shall give all mortgagees of record written notice describing the default, and the mortgagee shall have 60 days thereafter to cure or cause a cure of the default;

(e) Nothing contained in the above paragraphs or in this Instrument shall be construed to give any mortgagee the right to extinguish this Instrument by taking title to the premises by foreclosure or otherwise.

SIGNATURES, ATTORNEY GENERAL'S APPROVAL, 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:

GRANTOR:

By: _____
Print Name:

By: _____
Print Name:

ATTEST

THE NEW JERSEY HISTORIC TRUST

By: _____
Barbara Irvine (Signature)
NJHT Executive Director

By: _____
Dr. Thomas Brown (Signature)
NJHT Chair

ATTEST:

MORTGAGEE:

By: _____
Print Name:

By: _____
Print Name:

This Instrument has been reviewed
and approved as to form.

Peter C. Harvey
Attorney General of New Jersey

By: _____
Patricia E. Stern
Deputy Attorney General

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____, 2005,

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

- (a) this person is the Grantor named in this Instrument;
- (b) this Instrument was signed and delivered by Grantor as his or her voluntary act;

Signed and sworn before me

Witness:

Print Name:

_____, 200__

By: _____
Notary (Print name, title, commission exp. date,
and impress seal)

MORTGAGEE'S ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____, 200__

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

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

Print Name:

_____, 200__

By: _____
Notary (Print name, title, commission exp. date, and impress seal)

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on _____, 200__

Barbara Irvine
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 Chairman 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: _____
Barbara Irvine
NJHT Executive Director

_____, 200__

By: _____
Notary (Print name, title, commission exp. date, and impress seal)

New Jersey Historic Trust
Historic Preservation Perpetual Easement

Schedule A - LEGAL DESCRIPTION OF SITE

Parcel of land known as Lot 76.01 in Block 1001 on the Borough of Madison Tax Map.

ALL that certain lot, parcel or tract of land, situate and lying in the Borough of Madison, County of Morris, State of New Jersey, and being more particularly described as follows:

BEGINNING at a point on the southeasterly sideline of Ridgedale Avenue said point being South 39 degrees-55 minutes-40 seconds West 96.82 feet from a monument on said sideline as shown on Final Plat Lot 6-8 Block 19 filed in the Morris county Clerk's Office as Map 3620 and running thence:

1. South 44 degrees-01 minutes-03 seconds East 125.72 feet; thence
2. South 33 degrees-00 minutes-00 seconds East 54.52 feet; thence
3. South 57 degrees-00 minutes-00 seconds West 102.98 feet; thence
4. North 39 degrees-19 minutes-56 seconds West 149.52 to the southeasterly sideline of Ridgedale Avenue; thence
5. Along said sideline North 39 degrees-55 minutes-40 seconds East 99.84 feet to the point and place of Beginning.

Site Plan

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: Luke Miller House
Address: 105 Ridgedale Ave., Madison

Donor: Borough of Madison

PROTECTED PROPERTY FEATURES

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

Natural Features

X Trees/Shrubs: specimen trees. One White Oak tree (approx. 50-inch diameter) to the northeast of house.
X Lawns/Vegetation/Ground Cover: grass-covered lawn to north and south of house.

N/A Streams/Ponds/Wetlands:

N/A Other:

Manmade Features

N/A Benches/Site Furnishings/Gazebos:

X Fences/Walls/Gates: Wood fence to south of house. Wood picket fence along street. Three-rail wood fence with wood posts along parking area. Wood gate in fence at walk.

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

X Roads/Driveways/Sidewalks: Flagstone walk on south side of house leading from drive to front door and side door. Flagstone walk from North side to street.

N/A Parking Lots:

N/A Curbs:

N/A Signs:

X Other: Stone retaining walls. 2 retaining walls of dry-set, irregular, rough-faced stones. 2 sets of flagstone steps with stone retaining walls on south sides of house. Iron bell on wood post. Millstone with iron band to East of house.

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

List building(s) protected by easement:

Luke Miller House

Roof

X Roof Covering: wood shake roof on main roof and south pent roof.

X Roof Sheathing: wood sheathing.

X Flashing: metal flashing and valley flashing.

X Chimneys: 2 brick chimneys, at East and West gables.

X Roof Penetrations/Decorations: 4 wood dormers with wood shake roofs.

X Gutters/Downspouts: metal gutters and downspouts. Square metal downspouts.

X Cornice: wood soffit.

X Trim: wood trim.

X Other: projecting wood pent roof with wood shingles and wood framing on South elevation. Deeper pent over South door. Triangular wood vents a ridge at East and West gables.

South Elevation

X Foundation: irregular rough-faced stone foundation and footings.

X Walls: (*Ground floor*) Irregular rough-faces stone. (*First floor*) Painted wood shakes.

X Windows (frames/sash/trim): Wood windows with wood trim and frames. (*Ground floor*) 4 six-over-six wood true-divided sash windows with wood trim. 4 wood framed storm windows. (*First floor*) 5 six-over-six wood true-divided sash windows with wood trim. (*Second Floor dormers*) 2 six-over-six wood true-divided sash windows with wood trim.

X Doors/Door Frames: (*Ground floor*) Wood tough-and-groove door with nine-pane light and wood frame and trim. Cast iron hardware.

- X Attachments (shutters/signs/awnings): (*First floor*) Wood shutters with metal hardware (including hinges and shutter stops). Each shutter of three vertical boards and four horizontal braces.
N/A Other:

North Elevation

- X Foundation: irregular rough-faced stone foundation and footings.
X Walls: Painted wood shakes.
X Windows (frames/sash/trim): Wood windows with wood trim and frames. (*First floor*) 5 six-over-six wood true-divided sash windows with wood trim. (*Dormers*) 2 six-over-six wood true-divided sash windows with wood trim.
X Doors/Door Frames: (*First floor*) Wood tough-and-groove door with wood frame and trim.
X Attachments (shutters/signs/awnings): Wood shutters with metal hardware (including hinges and shutter stops). Each shutter of three vertical boards and four horizontal braces.
X Other: Cast iron carriage lamp.

West Elevation (facing street)

- X Foundation: irregular rough-faced stone foundation and footings.
X Walls: Painted wood clapboards.
X Windows (frames/sash/trim): Wood windows with wood trim and frames. (*First floor*) 2 six-over-six wood true-divided sash windows with wood trim. (*Second floor*) 2 six-over-six wood true-divided sash windows with wood trim.
N/A Doors/Door Frames:
X Attachments (shutters/signs/awnings): Wood shutters with metal hardware (including hinges and shutter stops). Each shutter of three vertical boards and four horizontal braces.
X Other: Bronze round plaque with rose motif. Iron numbers "1750" on side of chimney.

East Elevation

- X Foundation: irregular rough-faced stone foundation and footings.
X Walls: Painted wood clapboards.
X Windows (frames/sash/trim): Wood windows with wood trim and frames. (*First floor*) 2 six-over-six wood true-divided sash windows with wood trim. (*Second floor*) 2 six-over-six wood true-divided sash windows with wood trim.
N/A Doors/Door Frames:
X Attachments (shutters/signs/awnings): Wood shutters with metal hardware (including hinges and shutter stops). Each shutter of three vertical boards and four horizontal braces.
N/A Other:

Appurtenances

- N/A Steps/Stairs:
N/A Landings/Slabs:
N/A Porches:
N/A Balconies:
N/A Light Fixtures:
X Other: Wood log cover with wood shake roof on south side of house. Well with metal pump to south of house.

X **INTERIOR FEATURES**

Spaces are marked and delineated on attached floor plans
(Spaces in buildings protected by easement.)

Ground Floor: Dining Room and Kitchen
First Floor: Hall, Living Room, and Bed Room 1
Second Floor: Hall, Bedroom 2 and Bedroom 3

DINING ROOM

Finishes:

- X Floors: Hardwood floorboards
X Walls: Plaster on lath walls
X Ceilings: Plaster on lath with exposed wood beams
X Molding/Trim: simple wood chair rail and wood trim.
N/A Other:

Openings:

- X Doors/Door Hardware: Wood doors with four fielded panels. Iron hardware.
X Door Frames: Wood frames and trim.
X Windows/Window Hardware: Wood windows with true-divided light sashes.
X Window Frames: Wood frames with wood trim.
N/A Other:

Other Features:

- X Stairs (carriage/railings): Wood stair to first floor. Wood treads and risers, vertical board walls and wood frame. Door to stairs with wood latch
- X Fireplaces (hearth/mantel/surround): Stone and brick fireplace. Wood mantel. Stone hearth area in front of fireplace. Iron pot hanger. Brick bread oven with cast-iron door.
- N/A Built-in Features:

KITCHEN

Finishes:

- X Floors: stone floor
- X Walls: Plaster on lath walls
- X Ceilings: Plaster on lath with exposed wood beams
- X Molding/Trim: wood trim.
- N/A Other:

Openings:

- X Doors/Door Hardware: Wood doors. Iron hardware.
- X Door Frames: Wood frames and trim.
- X Windows/Window Hardware: Wood windows with true-divided light sashes.
- X Window Frames: Wood frames with wood trim.
- N/A Other:

Other Features:

- N/A Stairs (carriage/railings):
- X Fireplaces (hearth/mantel/surround): Brick fireplace with brick surround, stone back, and iron and brick lintel. Wood mantel. Iron pot hanger.
- N/A Built-in Features:

FIRST FLOOR HALL

Finishes:

- X Floors: Hardwood floorboards
- X Walls: Plaster on lath walls
- X Ceilings: Plaster on lath with exposed wood beams
- X Molding/Trim: wood chair rail and wood trim.
- N/A Other:

Openings:

- X Doors/Door Hardware: Wood doors. Iron hardware.
- X Door Frames: Wood frames and trim.
- X Windows/Window Hardware: Wood windows with true-divided light sashes.
- X Window Frames: Wood frames with wood trim.
- NA Other:

Other Features:

- X Stairs (carriage/railings): Wood stair to second floor. Wood treads and risers, vertical board walls and wood frame.
- N/A Fireplaces (hearth/mantel/surround):
- N/A Built-in Features:

LIVING ROOM

Finishes:

- X Floors: Hardwood floorboards
- X Walls: Plaster on lath walls
- X Ceilings: Plaster on lath with exposed wood beams
- X Molding/Trim: wood chair rail, baseboard and trim.
- N/A Other:

Openings:

- X Doors/Door Hardware: Wood doors. Iron hardware.
- X Door Frames: Wood frames and trim.
- X Windows/Window Hardware: Wood windows with true-divided light sashes.
- X Window Frames: Wood frames with wood trim.
- NA Other:

Other Features:

- N/A Stairs (carriage/railings):
- X Fireplaces (hearth/mantel/surround): Brick fireplace, with brick surround and brick hearth. Wood mantel.
- X Built-in Features: Warming cupboards on both ends of fireplace with wood doors.

BEDROOM 1 (FIRST FLOOR)

Finishes:

- X Floors: Hardwood floorboards
- X Walls: Plaster on lath walls
- X Ceilings: Plaster on lath with exposed wood beams
- X Molding/Trim: wood chair rail, baseboard, molding, and trim.
- N/A Other:

Openings:

- X Doors/Door Hardware: Wood doors with vertical boarding with horizontal bracing and metal hardware.
- X Door Frames: Wood frames and trim.
- X Windows/Window Hardware: Wood windows with true-divided light sashes.
- X Window Frames: Wood frames with wood trim.
- NA Other:

Other Features:

- N/A Stairs (carriage/railings):
- X Fireplaces (hearth/mantel/surround): brick fireplace with brick hearth, brick surround, and iron and brick lintel. Wood mantel with molding. Iron pot hanger.
- X Built-in Features: Warming cupboard with wood door.

SECOND FLOOR HALL

Finishes:

- X Floors: Hardwood floorboards
- X Walls: Plaster on lath walls
- X Ceilings: Plaster on lath with exposed wood beams
- X Molding/Trim: Wood baseboards and trim.
- N/A Other:

Openings:

- X Doors/Door Hardware: Wood doors with vertical boards and horizontal braces. Iron hardware.
- X Door Frames: Wood frames and trim.
- N/A Windows/Window Hardware:
- N/A Window Frames:
- NA Other:

Other Features:

- N/A Stairs (carriage/railings):
- N/A Fireplaces (hearth/mantel/surround):
- N/A Built-in Features:

BEDROOM 2 (SECOND FLOOR)

Finishes:

- X Floors: Hardwood floorboards
- X Walls: Plaster on lath walls. Vertical wood boarding at knee walls.
- X Ceilings: Plaster on lath with exposed wood beams
- X Molding/Trim: Wood baseboard and trim.
- N/A Other:

Openings:

- X Doors/Door Hardware: Wood doors with vertical boards and horizontal bracing. Iron hardware.
- X Door Frames: Wood frames and trim.
- X Windows/Window Hardware: Wood windows with true-divided light sashes.
- X Window Frames: Wood frames with wood trim.
- NA Other:

Other Features:

- N/A Stairs (carriage/railings):
- X Fireplaces (hearth/mantel/surround): brick fireplace with brick hearth and brick surround. Wood mantel.
- X Built-in Features: Warming cupboards with wood doors.

BEDROOM 3 (SECOND FLOOR)

Finishes:

- X Floors: Hardwood floorboards
- X Walls: Plaster on lath walls. Vertical wood boarding at knee walls.
- X Ceilings: Plaster on lath with exposed wood beams
- X Molding/Trim: Wood baseboard and trim.
- N/A Other:

Openings:

- X Doors/Door Hardware: Wood doors with vertical boards and horizontal bracing. Iron hardware.

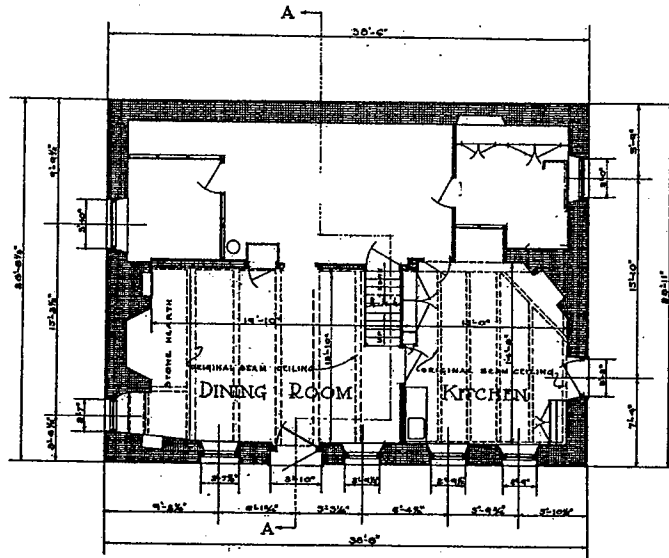
- X Door Frames: Wood frames and trim.
- X Windows/Window Hardware: Wood windows with true-divided light sashes.
- X Window Frames: Wood frames with wood trim.
- NA Other:

Other Features:

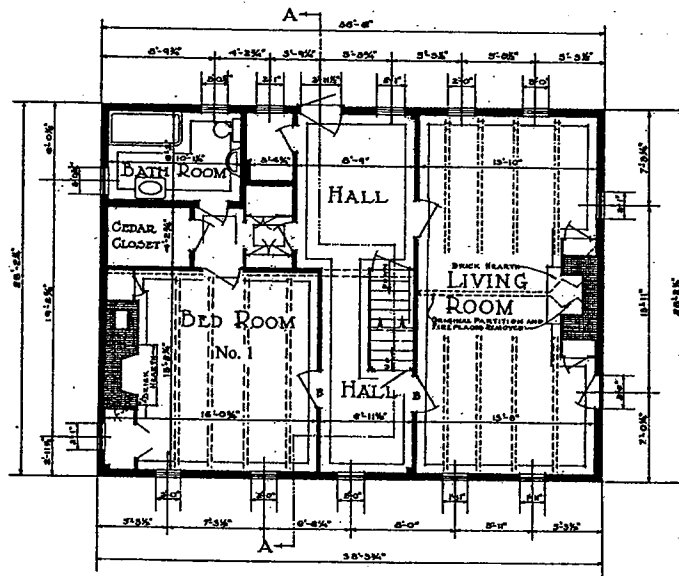
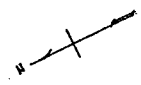
- N/A Stairs (carriage/railings):
- N/A Fireplaces (hearth/mantel/surround):
- X Built-in Features: Warming cupboard with double wood door.

GENERAL INTERIOR

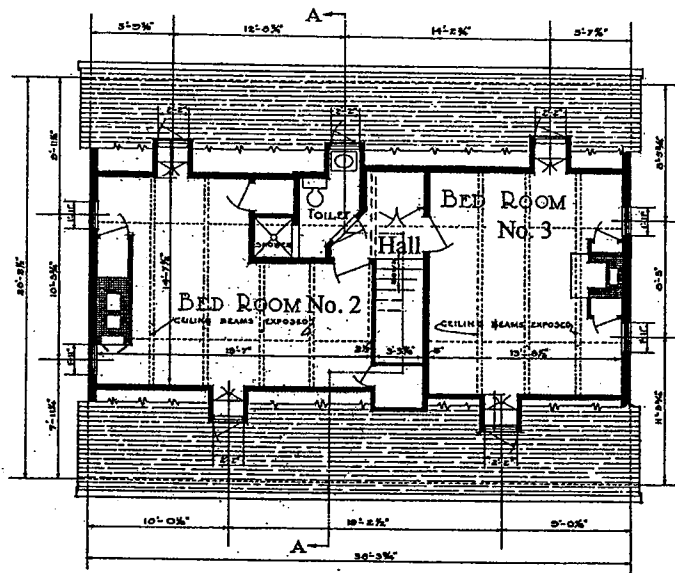
- X All supporting structural members
- X All other INTERIOR features referenced in documents filed or to be filed at the New Jersey Historic Trust, including all future amendments.



GROUND FLOOR PLAN
From HABS Survey



FIRST FLOOR PLAN
From HABS Survey



SECOND FLOOR PLAN
From HABS Survey

New Jersey Historic Trust
Historic Preservation Perpetual Easement

Schedule C - 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