

HPC

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

ORDINANCE NO. 11-1520

AN ORDINANCE AUTHORIZING THE SALE BY PUBLIC BIDDING THROUGH SUBMISSION OF SEALED BIDS FOR CERTAIN REAL PROPERTY OWNED BY HOPEWELL TOWNSHIP KNOWN AS BLOCK 34, LOT 8 ON THE HOPEWELL TOWNSHIP TAX MAP BEING LOCATED AT 95 PENNINGTON-HOPEWELL ROAD, HOPEWELL TOWNSHIP, NEW JERSEY AND BEING ALSO KNOWN AS THE MARSHALL'S CORNER SCHOOLHOUSE

WHEREAS, pursuant to *N.J.S.A. 40A: 12-13 et. seq.* the Township has determined that it is in the public interest to publicly bid, by submission of sealed bids, the sale of certain real property wned by the Township known as Block 34, Lot 8 on the Hopewell Township Tax Map, being also known as the Marshall's Corner Schoolhouse (the Schoolhouse) and being located at 95 Pennington-Hopewell Road, Hopewell Township, New Jersey; and

WHEREAS, the Schoolhouse is a one story stone and frame school house which was built in approximately 1825; and

WHEREAS, the Schoolhouse is one of the few intact surviving schoolhouse structures in Hopewell Township and is a good example of schoolhouse architecture of the early to mid 19th century; and

WHEREAS, the Township wishes to insure that the historical significance of Schoolhouse is preserved by any future owner; and

WHEREAS, the Township's Historical Preservation Commission has recommended that any sale of the Schoolhouse be subject to imposition of a deed restriction on the property which would permit use of the Schoolhouse as a single-family residence but would also require compliance with various covenants and restrictions to insure the continued the historic character of the Schoolhouse; and

WHEREAS, the Township has determined that it wishes to accept the recommendations of the Historic Preservation Commission regarding the Schoolhouse, but wishes to allow the Schoolhouse to be used not only as a single family residence but for such other uses as may be approved by the Township Planning Board or Township Zoning Board.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, as follows:

Section 1.

Pursuant to *N.J.S.A. 40A:12-13 et. seq.*, the Township is authorized to seek sealed bids for the sale of Block 34, Lot 8, known as the " Marshall's Corner Schoolhouse (the Schoolhouse) located at 95 Pennington-Hopewell Road, Hopewell Township, NJ. The Township reserves the right to establish a minimum price for the Schoolhouse should it deem it appropriate and further reserves the right to reject all bids where the highest bid is not accepted.

The sale of the Schoolhouse shall be subject to a deed restriction, in a form substantially similar to that attached hereto as Exhibit A. The deed restriction shall require the future owners to comply with various duties, restrictions and obligations, including: (1.)

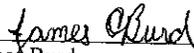
Restriction of the use of the Schoolhouse to that of a single-family residence and/or such other uses as may be approved by the Township Planning Board or the Township Zoning Board; (2.) Obligation to rehabilitate and maintain the property in compliance with historically appropriate standards; (3.) Limitations regarding future changes or additions to the property.

The successful bidder shall be obligated to comply with various duties, restrictions and obligations as set forth in length in the bid documents, including the bid specifications.

Section 2.

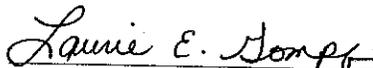
This Ordinance shall take effect upon final passage after publication in accordance with law.

Date Introduced: June 13, 2011
Date Advertised: June 16, 2011
Date Adopted: June 27, 2011



James Burd
Mayor

Attest:



Laurie E. Gompf
Municipal Clerk

DEED OF HISTORIC PRESERVATION EASEMENT

Deed of Historic Preservation Easement dated November 18, 2008 between the Township of Hopewell, a New Jersey municipal governmental body whose address is 201 Washington Crossing-Pennington Road, Titusville, New Jersey 08560 (hereinafter called "Grantor")

AND

FUTURE OWNER (hereinafter called "Grantee").

WHEREAS, the Township of Hopewell (the "Township") are the owners, as tenants in common, of the fee simple interest in certain real property located at 95 Pennington-Hopewell Road, Hopewell, New Jersey which is described in Exhibit A hereto and is known and designated as Block 34 Lot 8 on the tax: map of Hopewell Township, Mercer County, New Jersey, containing approximately .76 acres; and

WHEREAS, the Hopewell Township Committee has granted approval, subject to various conditions, of the sale of such real property

WHEREAS, the purpose of this Easement is to impose certain restrictions on the Property which shall be binding upon the Grantee and its successors and assigns; and

WHEREAS, there is on the Property a one story stone and frame school house, known as the Marshall's Corner Schoolhouse (the "Schoolhouse"), which was built circa 1825 and is one of the few intact surviving schoolhouse structures remaining in Hopewell Township; and

WHEREAS, Grantor and Grantee recognize that the Property and the House have architectural, historic and cultural values, which should be preserved; and

WHEREAS, the Township intends to convey the Property to a second party; subject to this Easement, and such second party will be subject to all of the obligations of Grantee hereunder; and

WHEREAS, the grant of this Easement by Grantor to Grantee will assist in preserving such architectural, historic and cultural values for the benefit of the residents of Hopewell

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Township and others, by obligating all future owners of the Property to comply with the terms of this Easement; and

WHEREAS, to that end, Grantor desires to convey to Grantee, and Grantee desires to accept, a Historic Preservation Easement on the Property in perpetuity;

NOW, THEREFORE, in consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged, Grantor hereby grants, transfers, and conveys to Grantee a Historic Preservation Easement ("Easement") in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

This Easement shall run with the land, and shall be binding upon all future owners of any interest in the Property.

The Township, in its capacity as Grantor, shall ensure that its conveyance of the Property to a second party is subject to this Easement and that such purchaser is subject to all of the obligations of the Grantee under this Easement.

The provisions of this Easement shall remain in effect even if the same entity holds both the Grantor's and the Grantee's interests.

1. Purpose

The purpose of this Easement is to provide for the preservation of the principal architectural, historic and cultural features of the Schoolhouse, which have survived from the nineteenth and twentieth centuries, and to encourage the removal of the twentieth century addition. However, the Schoolhouse is intended to be lived in or used for another approved use, and not used as a museum, so compromises may be required between strict historical integrity and the needs of modern family life with regard to the historic fabric of the interior of the building. Every effort shall be made to restore, maintain, and otherwise repair the exterior of the building using both the Hopewell Township Preservation Commission's *DESIGN GUIDELINES A Guideline for Maintaining and Rehabilitating Historic Buildings and Landscapes, September 2005* and the Secretary of the Interior's Standards for Rehabilitation, United State Park Service.

2. Prohibitions and Covenant as to the Property.

A. Subdivision. The Property shall never be subdivided. It shall never be conveyed or devised except as a single unit.

B. Grading, etc. There shall be no grading, mining, excavation, dredging or removal or disturbance of top soil, gravel, sand, loam, rock or other materials or minerals from, in, on, over or beneath the Property except in connection with permitted changes in driveway and parking areas and the construction of permitted additions to the Schoolhouse and additional structures.

C. Filling, etc. There shall be no filling, dumping, placing, storage or burning of soil or other substances or materials on any portion of the Property.

D. View from Hopewell-Pennington Road. The view of the Schoolhouse from Hopewell-Pennington Road, directly in front of the Schoolhouse and the two sides must be maintained. Plantings may be installed so long as they do not affect the view of the building from Hopewell-Pennington Road and are consistent with the historic character of the Schoolhouse and Property. No "foundation" plantings may be installed.

E. New Structures. New structures, which are ancillary to a single family residence, may be erected on the north side of the Schoolhouse, provided that they are not visible from Hopewell-Pennington Road in front of the Schoolhouse.

F. Driveway and Parking Areas. The driveway and all parking areas shall be gravel or dirt and not concrete or asphalt. Parking areas should be at the rear (north) side of the Schoolhouse. If and when any additions to the Schoolhouse or major renovations are undertaken, driveway and parking shall be changed so parking is solely at the rear of the Schoolhouse.

3. General Prohibitions and Covenants as to the Schoolhouse

A. Repairs, etc. Grantee shall at all times maintain the Schoolhouse in good structural condition and good state of repair, and make whatever repairs and reconstruction may be required to prevent damage or deterioration.

B. Single Family Residence Or Other Approved Use The Schoolhouse shall be used as a single family residence or for such other use which may be approved by the Township Planning Board or Township Zoning Board. It may also be opened for tours and similar visits.

C. Demolition. The Schoolhouse shall not be demolished or removed except as provided in Section 7.

D. Maintaining Historic Character. All additions, replacements, repairs, painting and other work on the interior and exterior of the Schoolhouse must be with historically appropriate materials, which are compatible with existing materials and of comparable workmanship, and the results must be sympathetic to the historic character of the Schoolhouse as an nineteenth century schoolhouse and, to the extent known, shall be as similar as feasible to the condition of the building at that time. All such work shall be carried out in accordance with The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (36 C.F.R. 67), as amended from time to time.

E. Changes to the Schoolhouse. Sections 4 and 5 of this Easement set forth various existing aspects of the Schoolhouse which must be preserved. "Rehabilitation/Restoration

Recommendations" for the Schoolhouse shall be carried forth as recommended by the Guidelines for Preservation attached hereto.

4. Prohibitions and Covenants as to the Exterior of the Schoolhouse

A. Form and Massing. The form and massing of the main block and the east wing, including height, depth and roof pitch, as viewed from Hopewell-Pennington Road, must be maintained. The Schoolhouse may be expanded at the rear (north) side and the east and west sides, by a total area not exceeding 4,000 square feet, provided that the addition or additions are compatible with the original form and massing and preserve the appearance of the Schoolhouse as viewed from Hopewell-Pennington Road.

B. Stonework. The historic stonework coursed rubble walls must be retained. The Portland cement parging and pointing may be removed. Replacement pointing must be sympathetic to the historic character of the Schoolhouse in profile.

C. Addition. The present clapboard addition may be removed. If it is removed, the front gable end of the schoolhouse must be restored to its original condition as depicted in the attached photograph.

D. Chimney Stacks. The metal chimney stacks may be removed and or replaced. If replaced the new chimney should be simple metal piping with a termination cap sympathetic to typical chimney caps of the period.

E. Roof Eaves. The profiles of the roof eaves must be retained but not the modern finishes. However, gutters and downspouts or other roof water drainage systems of historically appropriate design may be added. Downspouts should be connected to an underground drainage system and be so designed to evacuate water away from the building foundations.

F. Roofing. The existing roof must be repaired or replaced to match the existing standing seam metal roofing.

F. Windows. The existing windows should be restored. The existing frames should be repaired with wood epoxy as required, stripped of lead based paints and glazed repaired as required with new glass of similar quality.

5. Prohibitions and Covenants as to the Interior of the Schoolhouse

A. Floors, Walls and Ceilings. Existing floor system needs to be removed along with the heating system located within enclosed chase along the wall. Investigate condition/salvageability of existing floorboards and create new crawlspace. Remove existing ceiling and expose original ceiling - determine salvageability.

B. Wooden Trim. Maintain existing bead board wainscoting, window and door casing.

C. Missing Windows. Replicate existing windows for front gable of schoolhouse to match existing.

6. Consultation and Approval of Work

Before constructing any additions to the Schoolhouse, doing any work which would change the facade of the Schoolhouse or change the floor plan of any part of the Schoolhouse, Grantee shall provide to Grantor a detailed report, setting forth the materials, colors and other aspects of the proposed work. If Grantor concurs that the proposed work complies with the requirements of this Easement, Grantor shall inform Grantee as soon as practicable that the proposed work is approved. Grantee shall not do such work until Grantor provides to Grantee written approval, which shall not be unreasonably withheld. Failure of Grantor to respond within 30 days after receipt of such report shall constitute approval. If Grantor has questions or objections, the parties shall negotiate in good faith, taking into consideration the cost of the proposed work and possible alternatives, the significance of possible deviations from historic integrity to the overall character of the Property and the Schoolhouse, the need to have the Schoolhouse suitable for use as a single family residence, and other relevant factors, in order to try to reach agreement on the proposed work.

7. Casualty Damage or Destruction.

(a) In the event that the Schoolhouse or any part thereof is damaged or destroyed by fire, windstorm or other casualty, Grantee shall notify Grantor in writing within 14 days. Such notice shall specify the emergency work, if any, which has been done in order to protect residents and others from injury and to prevent further damage. No other repairs or reconstruction shall be undertaken without Grantor's prior written approval. As soon as practicable, Grantee will select a qualified restoration architect or engineer to analyze the Schoolhouse, which person must be reasonably satisfactory to Grantee. Within 60 days after the damage or destruction Grantee shall submit to Grantor a written report prepared by such restoration architect or engineer, at Grantee's expense, setting forth an assessment of the nature and extent of the damage, a determination of the feasibility of restoration of the Schoolhouse or the reconstruction of damaged or destroyed portions of the Schoolhouse, and a recommendation of the work necessary to return the Schoolhouse to substantially the same condition existing before the casualty.

(b) If after reviewing the report mentioned in the previous paragraph and any further analyses that Grantor or Grantee reasonably believes necessary or useful, Grantor and Grantee agree that the purpose of this Easement would be served by restoration or reconstruction of all or part of the Schoolhouse and that such work would be possible and practicable, Grantee shall have detailed plans and specifications for such work prepared, and shall engage architects, construction contractors and others as necessary to complete such restoration or reconstruction; all of such plans and specifications and other parties shall be subject to approval by Grantor, which shall not be unreasonably withheld. Grantee's obligations under this paragraph shall not be limited to the amount of insurance proceeds available. If, however, Grantor and Grantee agree that restoration

or reconstruction would not be possible or practicable or would not serve the purpose of this Easement, then Grantee may demolish the Schoolhouse.

8. Insurance

Grantee shall at its expense keep the Property and the Schoolhouse insured by an insurance company rated "AI" or better by Best's for the full replacement value of the Schoolhouse and any other structures on the Property against loss from the perils commonly insured under standard fire and extended coverage policies, with deductible not exceeding \$1,000 and no coinsurance, and comprehensive general liability insurance against claims for personal injury, death and property damage. Such insurance policies shall name the entity which is at the time the Grantor as an additional insured and shall provide that no losses for property coverage may be paid without Grantor's approval. Grantee shall furnish to Grantor copies of all such insurance policies and renewals thereof within 10 days after they are issued.

9. Inspection

Grantor may inspect the Property and the Schoolhouse annually, and whenever any of the work about which notices are required to be given by Paragraph 6 or 7 is under way or completed, in order to verify compliance with the terms of this Easement. All such inspections shall be made at mutually satisfactory times within 10 days after request by Grantor.

10. Notice of Proposed Sale

Grantee shall promptly notify Grantor when it proposes to sell the Property and shall provide to Grantor the opportunity to explain the terms of this Easement to potential new owners prior to their purchase.

11. Condemnation

If all or any part of the Property is taken under the power of eminent domain, or is acquired by purchase in lieu of condemnation, all proceeds shall belong to Grantee.

12. Extinguishment

If the Schoolhouse is demolished after casualty or becomes unusable for the purposes of this Easement because of partial or complete condemnation, or if for some similar unexpected reason the Property and the Schoolhouse cannot be used as contemplated by this Easement, either Grantor or Grantee may petition a court to extinguish this Easement.

13. Enforcement

If Grantor has reason to suspect that any of the terms of this Easement are not being complied with, it shall notify Grantee, and both parties shall attempt in good faith to resolve any

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disagreements. Grantor reserves the right, following such attempt, to institute suit to enjoin any violation of this Easement. Judicial relief may include requirements to remove any additions or other work which are not in compliance with this Easement, to take actions to prevent deterioration of the Schoolhouse, to replace non-conforming work with work that complies with this Easement, and any other appropriate relief.

If Grantee is found to have violated any of its obligations under this Easement, Grantee shall reimburse Grantor for all of its reasonable costs incurred in enforcing this Easement, including attorneys', architects', expert witnesses' and other costs.

14. Amendment

This Easement may be amended, by a writing executed by Grantor and Grantee and duly recorded in the same manner as this Easement, if unexpected discoveries make it impracticable to carry out any of the specific requirements hereof, or if further research results in changes to the present understanding, of the characteristics of the Property or the Schoolhouse which should be preserved or changed in order to meet the objectives set forth herein. Under no circumstances may an amendment permit subdivision of the Property, permit the construction of any structures not permitted herein, change the purpose of preserving the historic and other values of the Property or the Schoolhouse, or affect the perpetual duration of this Easement.

15. Assignments and Conveyances

Grantor may assign or convey its interest in this Easement to any entity which, in its judgment, has the interest and the resources to monitor and enforce this Easement. Grantee may assign or convey the Property, subject to this Easement, to any person or persons or entity which understands and accepts its obligations under this Easement.

16. General

All notices pertaining to this Easement shall be in writing, delivered personally or by recognized courier service, or by registered or certified mail, return receipt requested, at the address set forth above or at the address of a successor to a party's interest as shown on a recorded assignment or similar document, or at such other address as either party may designate by a notice to the other party.

This document sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior communications and understandings relating to such subject matter.

This Easement shall be interpreted and enforced pursuant to the laws of the State of New Jersey.

17. Recording

This Easement shall be recorded in the Office of the Mercer County Clerk by the Grantor.