

**ATTACHMENT NO. 4**

**A SAMPLE RESIDENTIAL EASEMENT**  
**CURRENTLY IN USE BY**  
**THE TRUST FOR ARCHITECTURAL EASEMENTS**

## HISTORIC PRESERVATION DEED OF EASEMENT

THIS is an Historic Preservation Deed of Easement (the “Easement”), made on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_, with a mailing address at \_\_\_\_\_ (“Grantor,” the term being used collectively if there is more than one owner of the Property), to the Trust for Architectural Easements., with offices at 1906 R Street, NW, Washington, D.C. 20009 (“Grantee”).

### RECITALS

A. Grantee is a non-profit corporation chartered under the laws of the District of Columbia to promote a public aesthetic in land use planning, including the preservation of historically important properties, and is a “qualified organization” as defined in Section 170(h)(3) of the Internal Revenue Code.

B. Grantee is authorized to accept and administer gifts of real and personal property, including easements and restrictions for conservation and historic preservation purposes, in furtherance of its tax-exempt purposes. Grantee has the resources to manage and enforce this Easement and, by execution of this Easement, commits to its enforcement.

C. Grantor is the owner, in fee simple, of real property commonly known as \_\_\_\_\_, as legally described on Attachment A, attached hereto and incorporated herein by this reference and in a Deed recorded with \_\_\_\_\_ (insert appropriate recordation office) in Book \_\_\_\_, Page \_\_\_\_ (the “Property”).

D. The Property is improved with a structure (the “Building” and, together with the Property, the “Premises”), more fully described in the baseline documentation attached hereto and incorporated herein by this reference as Attachment B.

E. The Property consists of: \_\_\_\_\_ . Refer to Attachment B for a full description.

F. National Register Districts – The Property is a contributing resource to the [Name] Historic District, listed on the National Register of Historic Places on [Date], and is also included in the [local name] Historic District, established by the City of New York on [Date]. The grant of the restriction as set forth in this instrument will assist in preserving a certified historic structure and its character-defining features as depicted in photographs and descriptions on Attachment B and defined herein below as “Protected Façades”.

Total number of pages: \_\_\_\_\_

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Trust for Architectural Easements  
1906 R Street, NW  
Washington, D.C. 20009

G. Grantor, on behalf of itself and any successors or assigns, desires to grant in perpetuity to Grantee, and Grantee desires to accept from Grantor, the Easement on the Premises, exclusively for conservation and historic preservation purposes.

H. The term “Protected Façades”, as used herein, consists of all exterior surfaces of the Building, including, but not limited to, all exterior walls, windows and doors on the front, sides and rear of the Building, the height of the Building, including, but not limited to, the roofs and chimneys, and any other character-defining features of the Premises. Written descriptions and photographs of the Protected Façades and their character-defining features are appended hereto as part of Attachment B. It is the intent of the parties that the Protected Façades remain essentially unchanged and, wherever visible from a public way, in full public view. Any change to the Protected Façades shall require prior express written approval by Grantee and shall be consistent with the historical character of the Protected Façades, as required under Section 170 of the Internal Revenue Code of 1986, as amended (the “Code”) and related Treasury Regulations, and be in compliance with any other applicable federal laws, including, but not limited to, *The Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (36 C.F.R. §§ 67 & 68), as amended from time to time (the “Secretary’s Standards”), and any applicable state and local laws (hereinafter, collectively, “Applicable Preservation Laws”). In case of ambiguity regarding the condition of the Protected Façades at the time of conveyance of the easement, the photographs and descriptions constituting Attachment B shall control.

I. Grantor intends to preserve the Protected Façades in their entirety, to prevent the destruction of the Building and to prevent the alteration of the size, profile and silhouette of the Building in any manner that would adversely affect the appearance or structural integrity of the Protected Façades.

J. It is the purpose of this Easement to assure that the architectural, historical and cultural features of the Premises will be retained and maintained forever, substantially in their current condition for conservation and preservation purposes in the public interest, and to prevent any change to the Premises that will impair or interfere with the conservation and preservation values of the Premises or that will be detrimental to its preservation and to preserve and protect the architectural, historical and cultural characteristics of the \_\_\_\_\_ Historic District.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, including the terms, conditions and restrictions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, give, bargain, transfer and convey to Grantee, its successors and assigns, irrevocably and forever, an easement, in gross, in perpetuity, in, on and to the Premises and the Protected Façades, being an Historic Preservation Deed of Easement on the Property, with the following rights and conditions:

**1. Covenants of Grantor; Prohibited Activities.** Without the express written consent of Grantee, which consent shall only be given if in compliance with standards set forth in Applicable Preservation Laws, and which may be withheld, conditioned or delayed in the sole and absolute discretion of Grantee, Grantor shall not undertake nor suffer nor permit to be undertaken:

a) The demolition, razing, destruction or removal of the Building or any portion of the Protected Façades.

b) Any alteration, construction or remodeling of existing improvements on the Property, or the placement thereon or on the Building or Protected Façades of signs or markers that would alter or change the condition or appearance of the Protected Façades as they existed on the effective date of this Easement, and as documented in photographs and written descriptions included in the baseline documentation set forth on Attachment B; provided, however, that dignified signs or markers may be placed on the Protected Façades without consent of Grantee so long as they: (i) indicate no more than the street address and occupants of the premises; or (ii) are necessary to direct pedestrians or vehicular traffic; or (iii) commemorate the history of the Property or the grant of this easement; or (iv) do not unduly obscure or cause damage to the character-defining features of the Protected Façades as described on Attachment B.

c) Any exterior extension of existing improvements on the Property or the erection of any new or additional improvements on the Property or in the open space above or surrounding the existing improvements.

d) The rebuilding of the Protected Façades if totally or substantially destroyed, (e.g., by fire). In considering the request for Grantee's approval, Grantee shall permit some variations in the reconstruction and replication of the Protected Façades, so long as the rebuilt Protected Façades will be consistent with the style, mass and height characteristics of the Historic District in which the Property is located, as determined in Grantee's sole discretion, and in compliance with any standards or requirements set forth in Applicable Preservation Laws, including, but not limited to, the Secretary's Standards.

e) The painting or cleaning of the Protected Façades in a manner incompatible with the protection and preservation of the Protected Façades; provided, however, that the painting and cleaning in connection with regular maintenance of presently existing elements of the Protected Façades is permitted without Grantee's consent so long as it is conducted in a manner which will maintain the appearance of the Protected Façades as they exist at this date and so long as it is conducted in a manner which is in compliance with the standards set forth under Applicable Preservation Laws.

f) The reconstruction, repair and refinishing of presently existing elements of the Protected Facades, damage to which has resulted from casualty loss, destruction or deterioration; provided, however, that Grantee's consent shall not be unreasonably withheld if such reconstruction, repair and refinishing will be conducted in a manner which will maintain the

appearance of the Protected Façades as they exist at this date and so long as it will be conducted in a manner which is in compliance with the standards set forth under Applicable Preservation Laws.

g) The erection, planting or growing of any hardscape or softscape features on the Property that could impair the visibility of the Protected Façades from the public street level, as such public access is required under Treasury Regulation Section 1.170A-14(d)(5)(iv).

h) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to a use more intensive (in terms of height, bulk or other objective criteria regulated by such ordinances) than the Premises are devoted as of the date hereof, the exercise or transfer of such development rights on, above or below the Premises in a manner that would interfere with the preservation and conservation purposes of this Easement.

Grantor and Grantee agree to abide by the Change Approval Guidelines attached hereto and incorporated herein as Attachment C.

**2. Standards of Work.** Grantor agrees that any repair, replacement, alteration or rehabilitation or new construction work on the Protected Façades, whether or not Grantee has given consent to undertake the same, shall comply with the requirements of Applicable Preservation Laws and all other applicable federal, state and local governmental laws and regulations. Without limiting the foregoing, in undertaking maintenance, repair, replacement or reconstruction, Grantor shall apply the Secretary's Standards.

**3. Maintenance.** Grantor agrees to maintain in good order the Protected Façades, the foundations and the overall structural integrity of the Building in the condition and appearance existing on the effective date of this Easement as documented in photographs and written descriptions included in the baseline documentation set forth on Attachment B. In the case of a building where the government requires periodic engineering reports on the soundness of some or all elements of the building, Grantor promises to promptly: (a) prepare and file or cause the preparation and filing of such reports with the requisite governmental authority, and (b) provide copies of such reports to Grantee.

**4. Grantor's Representations and Warranties.** Grantor represents and warrants that:

- a) Grantor is the owner in fee simple of the Premises;
- b) Grantor is fully authorized and empowered to execute and deliver this Easement;

c) There is no lien, encumbrance, contract or governmental prohibition against the execution and delivery of this Easement and the performance by Grantor of all of Grantor's obligations hereunder; and

d) Grantor acknowledges and understands that: (i) all mortgage and lien holders must subordinate or partially release their interests in the Premises to the conservation purposes of this Easement for the donation of the easement to qualify as a tax-deductible contribution, and (ii) if, for any reason, this Easement is not in the first position, the tax deductibility of the easement donation may be at risk.

e) Grantor acknowledges and understands that Grantee has no liability or responsibility of any kind related to the Premises, including the ownership, operation, insurance or maintenance of the Premises.

**5. Arbitration.** If a dispute arises between Grantor and Grantee concerning the consistency of any proposed activity with the purpose or restrictions of this Easement, and Grantor agrees not to proceed with the activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made in writing to the other. Arbitration shall be conducted in the locality where the Property is located in accordance with the rules and regulations of the Expedited Procedures of the American Arbitration Association, before three (3) arbitrators, one (1) chosen by each of Grantor, Grantee and the above chosen arbitrators, provided that such arbitrators shall have not less than ten (10) years of experience in the field of restoration, rehabilitation and preservation of landmark and historic buildings and sites. Judgment by such arbitrators shall be fixed and binding upon all parties and may be entered in any court having jurisdiction thereover. Each party shall be responsible for its own legal fees and expenses, for the costs and expenses of the arbitrator designated by it, and for one-half (1/2) of the costs and expenses of the third arbitrator. Each party shall appoint its arbitrator within ten (10) business days of service of the arbitration notice, and in the event any of the parties shall fail to do so, the arbitrator chosen by the other party alone shall be entitled to issue a decision binding both of the parties hereto, and in such case each of the parties hereto shall be responsible for one-half (1/2) of such single arbitrator's legal fees and expenses. The arbitrator(s) shall issue their decision within twenty-one (21) days of submission.

**6. Remedies.** Grantee, in order to ensure the effective enforcement of this Easement, shall have, and Grantor hereby grants it, the following rights and remedies:

a) At reasonable times and upon reasonable notice, the right to enter upon and inspect the Protected Façades and any improvements thereon. Grantor acknowledges that in order for Grantee to obtain proper access to inspect the Protected Façades, Grantee may require access through the interior of the Building.

b) In the event of a violation of this Easement and Grantor's failure to cure, or to propose to Grantee a cure agreement that is acceptable to Grantee in its sole discretion, within fifty (50) business days (subject to force majeure) of the date of a Violation Notice ("Violation Notice" shall mean written notification to Grantor of a violation of this Easement setting forth the

commencement of the fifty-day period to cure or propose an acceptable agreement to cure to Grantee):

(i) the right to institute legal proceedings to enjoin such violation by temporary, and/or permanent injunction, including prohibitory or mandatory injunctive relief, to require the restoration of the Property or the Building, including the Protected Façades and open space appurtenant thereto, to their prior condition, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, to be reimbursed by Grantor for all reasonable costs and attorneys' fees, and to avail itself of all other legal and equitable remedies;

(ii) the right to: (x) enter upon the Premises and improvements thereon in order to correct such violation, (y) hold Grantor responsible for the cost thereof, and (z) obtain a judgment against Grantor with respect to the cost of all labor performed and materials furnished to complete such improvements; and

(iii) the right to place a lien against the Property to secure the payment of any of Grantor's obligations arising under this Easement. Notwithstanding any provision of this Easement to the contrary, any lien securing Grantee and created pursuant to Grantor's obligations hereunder shall be subordinate to the lien on the Premises of \_\_\_\_\_ Bank (dated \_\_\_\_\_ and recorded with \_\_\_\_\_ (insert appropriate recording office) at Book \_\_\_\_\_), Page \_\_\_\_\_ on \_\_\_\_\_, its successors and assigns and any other bank, savings and loan, commercial finance company or other lending institution that has made a loan to any owner of the Premises, whether such lien be now existing or hereafter created (each, a "Mortgage Lien Lender" and, collectively, "Mortgage Lien Lenders"). The sale or transfer of the Premises pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish Grantee's lien, subject to Grantee's rights to receive any excess proceeds in accordance with Grantee's order of priority. Furthermore, any indebtedness represented by Grantee's lien shall continue as a personal obligation of Grantor, Grantor's successors, heirs and assigns, and all other successors in interest to Grantor.

Grantee agrees to provide to the Mortgage Lien Lender(s) then reflected in Grantee's records copies of all Violation Notices (as defined above) delivered by Grantee to Grantor within five (5) days of delivery of such Violation Notice to Grantor.

c) In the event of a threatened violation of this Easement, the right to institute legal proceedings to enjoin such violation by temporary, and/or permanent injunction.

d) Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

7. **Insurance.** Grantor, at its own expense, shall keep the Premises insured by an insurance company against loss from the perils commonly insured under the broadest standard property owner's and comprehensive general liability insurance policies in use from time to time, including, without limitation, fire, lightning, wind storm, hail, explosion damage by vehicles, smoke, vandalism, malicious mischief, weight of ice, snow or sleet, freezing of plumbing, HVAC or sprinkler systems, and sudden and accidental damage from artificial electrical current explosion, in such amounts as would normally be carried on a structure such as the Building. Such insurance shall include Grantee's interest, shall name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation. In the event that Grantor fails to obtain insurance, Grantee shall have the right, but not the obligation, to provide the same at Grantee's cost and expense, in which event the cost of such insurance shall constitute a lien on the Premises until repaid by Grantor. Whenever the Premises is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

8. **Indemnification.** Grantor shall pay, protect, defend, indemnify and hold harmless Grantee and its directors, officers, trustees, employees, agents and contractors, and the successors and assigns of each of them (collectively, the "Indemnified Parties"), from and against any and all claims, judgments, liabilities, penalties, costs, damages and expenses (including, without limitation, reasonable attorneys' fees arising out of or in connection with the Building or the Property (a "Claim" or "Claims")), including, without limitation: (a) injury to or death of any person, (b) physical damage to the Property, (c) the presence of or release onto the Property of any hazardous, toxic, polluting or contaminating substance, (d) any other injury or damage occurring on or about the Building or the Property, (e) any real property taxes and general or special assessments assessed against the Building or the Property, or (f) this Easement, the conveyance or possession hereof or the exercise of any rights hereunder; provided, however, that Grantor shall not indemnify any of the Indemnified Parties to the extent that any Claim or Claims are based upon the gross negligence or willful misconduct of such Indemnified Party.

9. **Proposed Sale.** Grantor shall promptly notify Grantee in writing of any proposed sale of the Premises. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which Grantor divests themselves of any interest in all or a portion of the Premises, including without limitation, a leasehold interest. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforcement in any way; provided, however, that if Grantor fails to provide notice of this Easement to any future purchaser or lien holder prior to the date that this Easement is recorded, Grantor acknowledges that this Easement may be found invalid or unenforceable in perpetuity and that Grantor's tax deduction in connection with this easement donation may be disallowed.

10. **Liens.**

a) Any lien on the Premises created pursuant to this Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a judgment lien, except that no lien



created pursuant to this Easement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Premises.

b) Any lien on the Premises created pursuant to this Easement shall be subordinate to the easement itself.

**11. Subordination or Partial Release.** At the time of conveyance of the easement, the Premises are subject to a mortgage, the holder of which has agreed by separate instrument, a copy of which is attached hereto as Attachment D and incorporated by this reference, to subordinate or partially release its rights in the Premises to the extent necessary to permit Grantee to enforce the purposes of this Easement in perpetuity and to prevent any modification or extinguishment of this Easement by the exercise of any rights of the mortgage holder.

**12. Binding Effect; Assignment.**

a) This Easement is binding not only upon Grantor but also upon its successors, heirs and assigns and all other successors in interest to Grantor, and the word “Grantor”, when used herein, shall include all such persons (“person” shall mean an individual or an entity, as the case may be). This Easement shall: (i) be effective in perpetuity, (ii) be deemed to run as a binding servitude with the Property, and (iii) survive any termination of Grantor's existence. A person shall have no obligation pursuant to this Easement after such person ceases to have any interest in the Premises and Protected Façades by reason of a bona fide transfer for full value and shall not have any liability arising from acts or omissions committed subsequent to such transfer; provided, however, that such a transfer shall not relieve any person from liability arising from acts or omissions committed prior to such transfer, for which such person shall remain liable.

b) This Easement shall survive any termination of Grantee's existence. This Easement is fully transferable by Grantee; provided, however that Grantee shall not transfer, assign or otherwise convey its rights under this Easement: (i) except to another "qualified organization" described in Section 170(h)(3) of the Code and controlling Treasury regulations, and (ii) unless the transferee: (x) is an organization whose purposes, inter alia, are to promote the preservation or conservation of historic, cultural or architectural resources, and (y) agrees to continue to carry out the conservation purposes for which the easement was created; provided further that nothing herein contained shall be construed to limit Grantee's right to give its consent (e.g., to changes to a Protected Façade). The rights of Grantee under this Easement shall run for the benefit of and may be exercised by its successors and assigns, or by its designees duly authorized in a deed of easement.

**13. Effective Date.** This Easement shall be effective as of the date that this Easement is submitted for recording with the appropriate land records register's office.

**14. Conversion Proceeds.** As required pursuant to Treasury Regulation 1.170A-14(g)(6), Grantor hereby agrees and acknowledges that the donation of this easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the

proportionate value that the perpetual conservation restriction at the time of the gift bears to the value of the property as a whole at that time as set forth by Grantor's appraisal. In the event of an unexpected change in the conditions surrounding the Property making impossible or impractical the continued use of the Property for conservation purposes, Grantor and Grantee may petition for judicial extinguishment of the easement pursuant to the requirements set forth in New York State Consolidated Laws and in compliance with the requirements set forth in Treasury Regulation 1.170A-14(g)(6). Grantee agrees to use any proceeds so realized in a manner consistent with the conservation purposes of the original contribution.

15. **Plaque.** Grantor agrees that, to the extent it is legally permissible, Grantee may provide and maintain a plaque on the Premises, the size of which shall not exceed twenty-four (24) inches by twenty-four (24) inches, giving notice of the significance of the Property and the existence of this Easement.

16. **Photographs.** Grantee may make photographs, drawings or other representations documenting the significant historical, cultural and architectural character and features of the Building and may use them to fulfill its charitable and educational purposes, including but not limited to distributing them to magazines, newsletters or other publicly available publications.

17. **Entire Agreement.** This Easement reflects the entire agreement between Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

**TO HAVE AND TO HOLD**, the said Historic Preservation Deed of Easement, unto the said Grantee and its successors and permitted assigns forever. This **HISTORIC PRESERVATION DEED OF EASEMENT** may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

**<THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK>**

**IN WITNESS WHEREOF**, the Parties hereto have caused duplicate originals of this Historic Preservation Deed of Easement to be executed by their respective duly authorized representatives as of the date and year written below.

I declare under penalty of perjury that I am authorized to execute this Historic Preservation Deed of Easement on behalf of Grantor; I have examined the contents of this Easement; and I believe that all representations are true and correct to the best of my knowledge, information and belief.

**GRANTOR**

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**IN NY –**

**Grantor Notarization**

<b>(Taken within the State of New York)</b>	<b>(Taken outside the State of New York)</b>
State of New York ) ) ss.: County of )	State of ) ) ss.: County of )
On the _____ day of _____, 200_, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____ _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.	On the _____ day of _____, 200_, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in _____ [city, state or county or other place acknowledgment taken].
_____ Notary Public My commission expires: _____	_____ Notary Public My commission expires: _____

I declare under penalty of perjury that I am authorized to execute this Historic Preservation Deed of Easement on behalf of Grantee; I have examined the contents of this Easement; and I believe that all representations are true and correct to the best of my knowledge, information and belief.

**GRANTEE**

Trust for Architectural Easements

(CORPORATE SEAL)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Grantee Notarization**

District of Columbia ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification which was [a current driver’s license] [a current U.S. passport] [my personal knowledge of the identity of the principal], to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

**Attachment A**

**Legal Description of Property (from Deed)**

**Attachment B**

**Detailed Description and Photographs of Protected Facades**

## **Attachment C**

### **Change Approval Guidelines**

1. Grantor must obtain advance written approval from Grantee to perform any work on the Premises as set forth in Section 1 of the Easement. Change requests submitted to Grantee should generally include the Proposed Modification Request Form, drawings or photographs showing existing conditions, drawings showing proposed conditions and historical documentation, when required by Grantee. Grantee reserves the right to request Grantor submit additional information and documentation regarding proposed work.

2. In many cases, Grantor must also receive approval from local historic preservation authorities prior to making exterior alterations to the property. In order to avoid any delay, Grantee recommends Grantor simultaneously send to Grantee a copy of the submission Grantor submits to the local historic preservation authority.

3. Grantor's mailing address, unless otherwise notified, is:

Trust for Architectural Easements  
1906 R Street, NW, Suite 100  
Washington, D.C.20009  
Attention: Director of Stewardship

4. Grantee's review committee will review Grantor's request promptly. Unless the proposed alterations are, in Grantee's opinion, quite complex, Grantee will respond to Grantor's change request within thirty (30) days. If Grantee determines that additional documentation is required, Grantee will make such a request of Grantor within fifteen (15) days. Grantee's response will provide that either: (a) Grantee does not object to Grantor's plans and Grantor may proceed as planned, (b) Grantor's plans require revision, along with a detailed explanation why such revisions are necessary, or (c) Grantee does not consent to Grantor's plans and Grantor may not proceed.

5. Grantee monitors the condition and appearance of the exterior of the Protected Facades on an annual basis by taking exterior photographs of the Property and comparing the photographs to its baseline documentation as reflected on Attachment B to the Easement. If Grantee identifies changes in the appearance of the Protected Facades that have not been approved by Grantee or deferred maintenance that threatens the character-defining features of the Protected Facades and/or the structural stability of the Building, Grantee will contact Grantor to initiate the process to redress any inappropriate changes or absence of maintenance of the Property.





**Historic Preservation Deed of Easement**

**Title No.**

**Section**

**Block**

**Lot**

**County or Town**

**Street Address**

**To:**

TRUST FOR ARCHITECTURAL  
EASEMENTS

**Once Recorded, Return By Mail To:**

Trust for Architectural Easements  
1906 R Street, NW  
Washington, D.C. 20009  
Attn: \_\_\_\_\_

**Reserve This Space For Use Of Recording Office**