

T-064728

**DEED OF RESTRICTIVE COVENANTS**

This Deed of Restrictive Covenants ("Deed"), made this 1<sup>st</sup> day of March, 2002,

Between the Rancocas Conservancy ("Grantor"), a charitable conservancy with headquarters located at 4 Sawmill Road, Medford, New Jersey 08055 and the Rancocas Conservancy, a charitable conservancy with headquarters located at 4 Sawmill Road, Medford, New Jersey 08055, ("Grantee").

**Witnesseth:**

Whereas, Grantor is the sole owner in fee simple of Property which consists of approximately 116.937 acres of land, located in the township of Pemberton, County of Burlington, State of New Jersey known as: Block 779, Lot 7 on the current tax map of said municipality and located in the township of Springfield, County of Burlington, State of New Jersey known as: Block 1201, Lot 8 on the current tax map of said municipality (the "Property"), more particularly described in a metes and bounds description of the Property attached to and made a part here of as Schedule A; and

Whereas, the Property is primarily open land with scenic qualities that can be enjoyed by the general public, namely by providing a public access as part of the Arney's Mount Preserve; and

Whereas, Grantor intends, as owner of the Property, to convey to preserve and protect the conservation values of the Property in perpetuity; and

Whereas, this conservation easement is entered into in accordance with the New Jersey Conservation and Historic Preservation Restriction Act (N.J.S.A. 13:8B-1 et seq.) and shall be binding upon the Grantor its successors and assigns and upon the Grantee, its successors and assigns;

NOW THEREFORE, and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the Grantor does hereby convey to the Grantee, a conservation easement in perpetuity, pursuant to the laws of New Jersey, for the exclusive purpose of assuring that the open space character, wildlife habitat and scenic qualities of the Property ("Conservation Values") will be conserved and maintained forever and that uses of the Property that are inconsistent with these Conservation Values will be prevented or corrected. The Property was purchased with Green Acres funding and is subject to Green Acres restrictions against disposal or diversion to a use other than recreation and conservation purposes.

- I. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever and predominantly in its natural, and/or open space condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property.
- II. **Prohibited Acts.** Except for those rights expressly reserved, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
  - A. **Subdivision and Development.** Any new development or subdivision of the Property is expressly prohibited, except for specific rights retained in this Easement.
  - B. **Structures.** Construction of any new structures, including but not limited to both residential and agricultural structures, is expressly prohibited, except as provided below:

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BURLINGTON COUNTY CLERK  
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1. *Single Family Residential Structures*: Existing residential structures may be repaired and replaced at their current location without further permission from the Grantee. Grantee shall notify the Grantor prior to any enlargement or replacement of existing structures,

New single family residential structures and reasonable appurtenances such as garages, swimming pools, and sheds may be built on the Property in the location(s) indicated on the survey map attached to this Easement as Schedule B. All structures shall be contained within a building envelope no larger than 1.12 acres. At the time of construction of such dwellings is to commence, Grantee shall be notified so that its records can be updated.

2. *Other Structures*: Construction of billboards and cellular phone towers, golf courses, airstrips, and helicopter pads are expressly prohibited on the Property.

- C. **Mining**. No topsoil, sand, gravel, loam, rock, or other minerals shall be deposited on, excavated, dredged, or removed from the Property.
- D. **Roads**. No new roads may be constructed or other portions of the Property covered with concrete, asphalt, or any other paving material. Existing roads and paved surfaces may be maintained in their current condition.
- E. **Trash and Waste Material**. No dumping or placing of trash or waste material shall be permitted on the Property. No treated or untreated sludge derived products shall be applied to the Property.
- F. **Natural resource protection**. No activity shall be permitted on the Property that would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation.
- G. **Timber harvesting**. Clear cutting of timber stands is expressly prohibited. However, select trees may be cut to: control insects and disease; to prevent personal injury and property damage; for firewood to be used for on-site domestic purposes; and for the preservation of plant and animal species and natural communities described in this Easement. Any commercial timber harvesting on the Property shall be conducted on a sustainable yield basis and in accordance with a forest management plan.

III. **Rights of Grantor**. The ownership rights of the Grantor extend to Grantor's personal representatives, heirs, successors, and assigns and include, but are not limited to, the right to sell or otherwise transfer the Property, and the right to exclude any member of the public from the Property except within the boundaries of the Public Access Area described in paragraph IV.B.

IV. **Rights of Grantee**. To accomplish the conservation purposes of this Easement the following rights are conveyed to the Grantee:

- A. **Enforcement**. Grantee has the right to preserve and protect the conservation values of the Property.
- B. **Public Access Area**. This Deed establishes a Public Access area on the Property to be used exclusively for the benefit of the Grantee and the public for 1) trail maintenance, and 2) potential passive recreational purposes. The Public Access area runs north along the

access easement from North Pemberton Road, along the eastern property boundary and encompasses the field area east of the stream on lot 8, more particularly described in a metes and bounds description of the Property (Schedule A) and a Property survey (Schedule B).

C. **Inspection.** Grantee and its agents shall be permitted access to, and have the right to enter upon, the Property with reasonable notice to the Grantor, for the purposes of inspection in order to enforce and assure compliance with the terms and conditions of this Easement. Except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior notice to the Grantor.

V. **Responsibilities of Grantor and Grantee not affected.** Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligations of the Grantor as owner of the Property. This shall apply to:

A. **Taxes.** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property.

B. **Upkeep and Maintenance.** The Grantor, as owner of the Property, shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of the Property except for the public access area identified in paragraph IV.B. Nothing in this Easement shall require the Grantor to take any action to restore the condition of the Property after any Act of God or other event over which they had no control.

C. **Liability and Indemnification.** Grantor shall hold harmless, indemnify and defend Grantee and its members, directors, officers, employees, agents, and contractors, and their successors and assigns from and against all liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorneys fees arising from or in any way connected with 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, unless due solely to the negligence of any of the indemnified parties.

Grantee shall be responsible for losses or damages resulting from the negligent use, maintenance or occupancy of the Public Access Area to the extent legally liable for such actions.

VI. **Remedies.** The Grantee shall have the right to prevent and correct violations of the terms of this Easement. Enforcement of the terms of this Easement shall be at the discretion of the Grantee and any failure on behalf of the Grantee to exercise its rights hereunder shall not be deemed or construed to be a waiver of the Grantee of those rights. This shall be true regardless of the number of violations of the terms of this Easement by the Grantor that occur or the length of time it remains unenforced.

If the Grantee finds what it believes is a violation of the terms of this Easement, it may without limitation as to other available legal recourse, at its discretion take any of the following action:

A. **Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation in accordance with a plan approved by the Grantee.

- B. **Injunctive Relief.** If Grantor fails to cure the violation within 45 days after receipt of notice from the Grantee, or under circumstances where the violation cannot reasonably be cured with a 45 day period, fail to begin curing such violation, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin *ex parte* the violation by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to such injury. The Grantor acknowledges that any actual or threatened failure to comply or cure will cause irreparable harm to the Grantee and that money damages will not provide an adequate remedy.
- C. **Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of Conservation Values. Without limiting Grantors' liability, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- D. **Costs of Enforcement.** In any case where a court finds that a violation has occurred, all reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorney's fees, and any costs of restoration necessitated by Grantor's violation of the Easement shall be borne by the Grantor.
- VII. **Development Rights.** Grantor hereby grants to Grantee all development rights or credits except those associated with any reserved building sites or exception areas associated with the 1.12 acre exception area referred to in paragraph 2, that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield on the Property or any other property.
- VIII. **Grantor's Warranties.**
- A. **Title.** Grantor warrants good and sufficient title to the Property, free from all encumbrances and hereby promises to defend the same against all claims that may be made against it. Grantor warrants the Property to be free from all mortgages, liens, encumbrances, restrictions, easements, covenants and conditions, except those that the Purchaser determines do not interfere with its proposed use of the Property.
- B. **Hazardous Substances.** Grantor warrants no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property. Grantor hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties and damages, arising from or connected with any release of hazardous waste or violation of federal, state, or local environmental laws.
- IX. **Amendment of Easement.** This easement may be amended only with the written consent of grantee and Grantor. Any such amendment shall be consistent with the purposes of this Easement and with the laws of the State of New Jersey and any regulations promulgated pursuant to those laws.

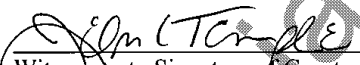
- X. **Interpretation.** This Easement shall be interpreted under the laws of the State of New Jersey, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.
- XI. **Perpetual Duration.** This Easement shall be servitude running with the land in perpetuity. Every provision of this Deed that applies to the Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.
- XII. **Notices.** Any notices required by this Easement shall be in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee at the following addresses, unless a party has been notified of a change of address:


To Grantor:	
Physical address:	Mailing address:
Rancocas Conservancy	Rancocas Conservancy
4 Sawmill Road	P.O. Box 4109
Medford, New Jersey 08055	Mount Holly, New Jersey 08060

To Grantee:	
Physical address:	Mailing address:
Rancocas Conservancy	Rancocas Conservancy
4 Sawmill Road	P.O. Box 4109
Medford, New Jersey 08055	Mount Holly, New Jersey 08060

- XIII. Throughout this Deed, the singular shall include the plural, and the masculine shall include the feminine unless the text indicates otherwise.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunder set their hand and seal on the day and year first written above.

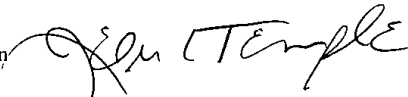
  
 Witness as to Signature of Grantor  
 JEAN L. TEMPLE

  
 Rancocas Conservancy  
 JOHN J. NARDONE,  
 PRESIDENT


STATE OF NEW JERSEY )  
 ss.  
 COUNTY OF BURLINGTON)

On March 1, 2002, JOHN J. NARDONE personally appeared before me who I am satisfied is the person named in and who executed this Instrument and they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for this easement is \$1.00.

Attachments:  
 Schedule A - Metes and Bounds Description  
 Schedule B - Survey

  
 JEAN L. TEMPLE

**JEAN L. TEMPLE**  
 Notary Public of New Jersey  
 My Commission Exp. July 19, 2003

  
 BURLINGTON COUNTY ABSTRACT COMPANY  
 TALL OAKS CORPORATE CENTER  
 BUILDING II  
 1000 LENOLA ROAD, SUITE 100  
 MAPLE SHADE, NEW JERSEY 08052

Joseph J. Feldman  
Professional Land Surveyor  
20 Point Breeze Avenue  
Clementon, New Jersey 08021

Tele. 856-783-0379

Fax 856-784-0789

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Description of Land

January 28, 2002

All that tract of land situate partly in the Township of Pemberton and partly in the Township of Springfield, County of Burlington and the State of New Jersey, as depicted on a "Property Survey" by Joseph J. Feldman, PLS, NJ License No. 27522, dated 12/07/98, last revised 01/11/02 and described as follows;

Beginning in Pemberton Twp., at a rebar set at the corner of lands n/f Edgar Cramer and of lands n/f Howard Mattson at N.A.D. 83 coor. North 424632.0502, East 429250 3849; thence

1. Partly along said Mattson and partly along land n/f 206 Association, North 09 degrees 23 minutes 46 seconds East, and passing into Springfield Twp., 2807.18 feet to a stone at lands n/f Matthew Rinaldo; thence

2. Thereby, North 59 degrees 22 minutes 42 seconds East, 389.81 feet to a stone at lands n/f John Hlubik; thence

3. Thereby North 59 degrees 46 minutes 52 seconds East 215.12 feet to a rebar in same; thence

4. Still thereby, South 29 degrees 13 minutes 44 seconds East, 1372.08 feet to a corner of same that in South 62 degrees 03 minutes 46 seconds West, 3.30 feet from a large stone as per 1860 survey by William Dyer; thence

5. Still thereby, North 61 degrees 12 minutes 43 seconds East, 1008.95 feet to a rebar at a corner of same; thence

6. Still thereby and partly along land n/f Kwang Woo Choi, South 19 degrees 53 minutes 13 seconds East 1174.80 feet to a rebar at land n/f Calvin Calmon; thence

7. Thereby, South 57 degrees 32 minutes 11 seconds West, 815.76 feet to a stone n/f said Edgar Cramer; thence

8. Thereby, and passing back into Pemberton Twp., South 56 degrees 43 minutes 52 seconds West 518.25 feet to a stone in same; thence

9. Still thereby South 65 degrees 38 minutes 46 seconds West 243.94 feet to a rebar in same; thence

10. Still by Cramer, South 86 degrees 08 minutes 47 seconds West, 566.92 feet to a stone in same; thence

11. Still thereby, South 02 degrees 12 minutes 04 seconds East 452.76 feet to a concrete monument in same; thence

12. Still thereby, North 87 degrees 04 minutes 37 seconds West, 1042.80 feet to the point and place of beginning.

Being known as Lot 7, Block 779 in Pemberton Twp., containing 36.89 acres and Lot, & Block 1201 in Springfield Twp., containing 80.04 acres and containing 116.9377 acres in total.

Excepting there from the following tract of land intending to contain the residence and farm buildings of the owner of record.

Beginning at a fence post resting North 53 degrees 15 minutes 15 seconds East, 279.05 feet from the Point of Beginning in the above description; thence

1. North 00 degrees 17 minutes 33 seconds West, 126.43 feet to a rebar; thence

2. North 84 degrees 23 minutes 25 seconds East, 197.51 feet to a rebar; thence

3. North 02 degrees 12 minutes 28 seconds East, 49.24 feet to a rebar; thence

4. South 87 degrees 47 minutes 32 seconds East, 120.25 feet to a rebar; thence

5. South 02 minutes 34 minutes 09 seconds West, 132.82 feet to a rebar; thence

6. North 87 degrees 47 minutes 32 seconds West, 89.36 feet to a rebar; thence

7. South 10 degrees 18 minutes 02 seconds East, 98.80 feet to a rebar; thence

8. South 89 degrees 27 minutes 59 seconds West, 103.53 feet to a rebar;

thence

9. North 03 minutes 06 minutes 47 seconds East. 30.64 feet to a rebar; thence

10. North 87 degrees 18 minutes 27 seconds West, 138.68 feet to the point and place of beginning.

The above described exception contains 1.1149 acres.

Also subject to an access easement of varying widths Beginning at a rebar being North 87 degrees 04 minutes 37 seconds West, 551.70 feet from the concrete monument at the end of the eleventh course in the above mentioned description; thence

1. North 17 degrees 40 minutes 55 seconds West, 30.00 feet to a rebar; thence

2. North 72 degrees 19 minutes 05 seconds East, 25.00 feet to a rebar; thence

3. South 17 degrees 40 minutes 55 seconds East, 18.03 feet to a rebar; thence

4. South 87 degrees 04 minutes 37 seconds East, 510.64 feet to a rebar; thence

5. North 02 degrees 12 minutes 04 seconds West, 454.70 feet to a rebar; thence

6. South 87 degrees 19 minutes 18 seconds East 95.38 feet to a rebar; thence

7. North 85 degrees 41 minutes 47 seconds East, 482.40 feet to a rebar; thence

8. North 71 degrees 39 minutes 46 seconds East, 116.18 feet to a rebar; thence

9. North 67 degrees 54 minutes 31 seconds East, 50.77 feet to a rebar set in

the center of a creek; thence

10. Along the center of said creek, Northwardly, Northeastwardly and Northeastwardly, 1550 feet +/- to a point where the center of said creek intersects with the 5th course of the above description; thence

11. Thereby, North 61 degrees 12 minutes 43 seconds East, 785.6 feet +/- to a rebar at the end of said 5<sup>th</sup> course; thence

12. South 19 degrees 53 minutes 13 seconds East, 1174.80 feet to a rebar at land n/f Calvin Calmon ; thence

13. Thereby, South 57 degrees 32 minutes 11 seconds West, 815.76 feet to a stone to land n/f said Edgar Cramer; thence

14. Thereby, and passing back into Pemberton Twp., South 56 degrees 43 minutes 52 seconds West 518.25 feet to a stone in same; thence

15. Still thereby South 65 degrees 38 minutes 46 seconds West 243.94 feet to a rebar in same; thence

16. Still by Cramer, South 86 degrees 08 minutes 47 seconds West, 566.92 feet to a stone in same; thence

17. Still thereby, South 02 degrees 12 minutes 04 seconds East 452.76 feet to a concrete monument in same; thence

18. Along the twelfth course of the above description, North 87 degrees 04 minutes 37 seconds West, 551.70 feet to the point of beginning.

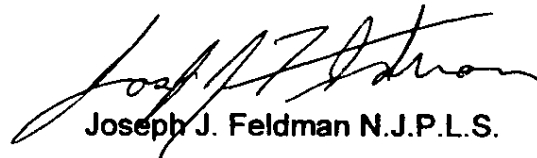
Containing 28.9 acres +/-.

The above description was written pursuant to a survey of property designated partly as Block 779, Lot 7, on the tax map of Pemberton Twp. and partly as Block 1201, Lot 8, on the tax map of Springfield Twp., Burlington County, State of New Jersey. Said survey was prepared by Joseph J. Feldman & Assoc., 20 Point Breeze Ave., Clementon, N.J., dated 12/7/98 and last revised 1/10/02 and marked as file "cfcramer".

**APPROVED**  
SURVEY REVIEW SECTION

FEB 01 2002

N.J.D.E.P. Green Acres Program  
P.O. Box 412, 501 East State Street  
Trenton, New Jersey 08625-0412

  
Joseph J. Feldman N.J.P.L.S.



# RECORDING DATA PAGE

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Consideration                      Code:  
Transfer Fee :  
Recording Date: 03/12/2002    Login id:  
Document No : 3628074    ccjones

BURLINGTON COUNTY ABSTRACT CO  
TALL OAKS CORPORATE CENTRE BLDG 11  
1000 LENOLA ROAD SUITE 100  
MAPLE SHADE, NJ 08052

Receipt No : 339602  
Document No : 3628074    Type : DECR  
Recording Date : 03/12/2002  
Login id : ccjones

Recorded  
Mar 12 2002 11:07am  
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060  
609-265-5180