

ATLANTIC COUNTY, NJ  
EDWARD P. McGETTIGAN, COUNTY CLERK  
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MARGINAL NOTATION 0.00  
RECORDED 11/05/2010 11:39:26 AM  
INST # 2010065939

## DEED OF CONSERVATION RESTRICTION

THIS INDENTURE dated October 7, 2010

Made by: The Richard Stockton College of New Jersey, a New Jersey State institution of higher education, organized pursuant to N.J.S.A. 18A:64-1 et. seq. located at Jimmie Leeds Road, Pomona New Jersey 08240 (hereinafter referred to as GRANTOR);

In favor of The State of New Jersey, Department of Environmental Protection, a principle Department in the Executive Branch of the State of New Jersey, having an address at 401 East State Street, Trenton, New Jersey (hereinafter referred to as GRANTEE.)

This transfer is made for no monetary consideration.

### WITNESSETH:

WHEREAS, Grantor is the owner of certain real property known and designated as Block 875.04, Lots 1.01, 1.02, 1.03, 1.04, 1.05, 1.06, 1.07, 1.08; Block 645. Lots 3.5 and 6; Block 681.01, Lot 10; Block 663.01, Lot 55.27; Block 645, Lot 3,5,6, Tax Map of the Township of Galloway, County of Atlantic, State of New Jersey, Sheets 16, 18 & 18.05, respectively, (hereinafter the "Property") and shown on Exhibit 1, page 3 of the April 2010 Master Plan of The Richard Stockton College of New Jersey (herein after the "April 2010 Master Plan") and Exhibit C of the Executive Director's Report on the Richard Stockton College April 2010 Master Plan both annexed hereto as Exhibits A and B, respectively, and incorporated herein by reference; and

WHEREAS, Grantor seeks to preserve portions of the Property (hereinafter the "Restricted Areas") which are depicted in green and blue on Exhibit B annexed hereto; and

WHEREAS, the Grantee is a principal Department of the Executive Branch of State Government charged with the responsibility to formulate comprehensive policies for the conservation of the natural resources of the state, including protection of threatened and endangered species and their associated habitat, the promotion of environmental protection and the prevention of pollution of the environment of the State (N.J.S.A. 13:1D-9); and

WHEREAS, the purposes of this Deed of Conservation Restriction include:

- a. that the "Restricted Areas" will be retained in their natural, scenic, open and existing state, in perpetuity, subject only to the specific rights reserved to the Grantor herein;

- b. that the natural features of the "Restricted Areas" will be respected and preserved to the maximum extent consistent with Grantor's exercise of the rights expressly reserved to Grantor herein;
- c. that the "Restricted Areas" will be forever protected and preserved in their natural, scenic, open and existing state free from all activities that might damage, compromise or interfere with the ecological diversity, natural beauty or resource quality, or with the natural processes occurring therein; and
- d. the prohibition of any use of the "Restricted Areas" that will significantly impair or interfere with the conservation values of the such areas or would be inconsistent with the provisions of the Pinelands Comprehensive Management Plan (the "Plan"), codified at N.J.A.C. 7:50.

WHEREAS, Grantor desires and intends to prohibit development activities in, on, and/or under the Restricted Areas, in perpetuity, pursuant to the terms, covenants, conditions and restrictions set forth herein so that the Restricted Areas will be protected and remain in its natural state; and

NOW THEREFORE, in consideration of the foregoing and the agreements, terms, covenants, conditions and restrictions contained herein, Grantor, for itself, its successors and assigns hereby declares that the portions of Grantor's Property designated herein as the "Restricted Areas" shall be held, transferred, sold, conveyed, leased and occupied subject to the following covenants, conditions, obligations and restrictions hereafter set forth:

1. Except as specifically set forth herein, the following activities shall not be conducted, performed, or take place in, on, above, beneath or under the surface of the Restricted Areas:

- a. The construction, placement, building, installation, erection, assembly, manufacture, fabrication, enlargement of any building, structure ;
- b. Any disturbance or alteration of the surface topography and natural features of the Restricted Areas;
- c. Clearing, cutting, destruction or removal of any tree cover, tree limbs, trees, shrubs, plants, vegetation or other plant material, except that dead, fallen, diseased or infected tree limbs or other vegetation that poses a health or safety hazard may be trimmed or;
- d. The planting of any invasive or non-native plant species;

- e. Processing, storage, disposal, spreading, placing or dumping of refuse, rubbish, debris, dredge spoils, chemicals, hazardous materials, animal waste, fertilizers, herbicides, pesticides, fungicides, abandoned vehicles or other refuse or offensive materials;
- f. Placement, installation, dumping, side casting of any soils or other substances or materials as fill or the stockpiling of soils or other substances or materials on the Restricted Areas;
- g. Use of the Restricted Areas by automobiles, trucks, all-terrain vehicles, motorized trail bikes, motorcycles, snowmobiles or other motorized vehicles, with the exception of vehicular access by employees, agents or representatives of Grantor to the Restricted Areas for management practices consistent with terms herein and/or emergency purposes;
- h. Use of the Restricted Areas for commercial or industrial uses;
- i. Mining, quarrying, drilling, extraction, excavation, dredging, extraction or otherwise removing loam, peat, turf, soil, gravel, sand, coal, rock, mineral, petroleum, natural gas, or other natural resources from the Restricted Areas; and
- j. Other activities, uses, disturbances or development that could be detrimental to continuation of the Restricted Areas in its natural state.

2. Grantor, for itself, its successors, transferees, or assignees, agrees to leave the Restricted Areas unmolested and in their natural state.

3. Notwithstanding any provision of this Deed of Conservation Restriction, the Restricted Areas may be utilized for:

- a. educational classes or programs and academic experiments associated therewith provided that any activities associated with these activities do not result in the construction, placement, building, installation, erection, assembly, fabrication or enlargement of any permanent structures, as that term is defined in N.J.A.C. 7:50-2.11, or the clearing or disturbance of any land or vegetation in excess of 1,500 square feet.
- b. fish and wildlife management purposes and low intensity recreational uses (hereinafter "recreation uses") as both of these terms are defined at N.J.A.C. 7:50-2.11 and as may be permitted by the Pinelands Commission in its sole and absolute discretion,

and subject to compliance with applicable local, county, state and federal laws, rules, regulations and ordinances.

- c. soil and water conservation practices or management activities, conducted in accordance with the approved Forestry Stewardship Management Plan delineated at page 42 of the April \_\_, 2010 Master Plan , as may be necessary to preserve, enhance, create or restore habitat for native plant or animal species and/or characteristic Pinelands habitats as provided in the approved Forestry Stewardship Management Plan and provide that such practices and activities protect the conservation values associated with the Restricted Areas, and provided further that these practices and activities are undertaken in compliance with all relevant federal, state laws and regulations, including the Plan. These practices and activities may include, but need not be limited to: the removal of vegetation which poses a health or safety risk; the removal of invasive or successional plant species; the undertaking of ecological burning designed to preserve, enhance, create or restore habitat for specific native plant or animal species and/or characteristic Pinelands habitats; and the preservation, creation, enhancement and management of the hydrological regime needed to sustain specific native plant or animal species and/or characteristic Pinelands habitats.
- d. prescribed or controlled burning of the Restricted Areas as may be necessary, from time to time, for public health and safety.
- e. maintain, improve, replace or repair paths and trails, fences, stiles, interpretive and directional signs and kiosks, intended only for occasional use or use for educational purposes or for the public's recreation and conservation use, access, and convenience, in accord with the Forestry Stewardship Management Plan provided such activities are consistent with the requirements of the Pinelands CMP and any other applicable, state and federal laws, rules, regulations and ordinances.
- f. reconstruct, maintain, replace or repair any existing building or other structure located in the Restricted Areas which will be used for recreation, education or conservation purposes, including stewardship or management of the Restricted Areas, as provided for in the Forestry Stewardship Management Plan provided such activities are consistent with the requirements of the Pinelands CMP and any other applicable state and federal laws, rules, regulations and ordinances.

- g. stockpile soils, collect recyclables, and compost, with an area, not to exceed 20 acres, adjacent to the existing landfill located off Jimmie Leeds Road depicted in purple on Exhibit B;
- h. continued use of the potable water plant complex located at building 75, water well at building 75a, sewerage treatment facility at existing building 76 located on Polkberry Way and associated existing roadways depicted on page 22, Exhibit 5 of April 2010 Master Plan, attached hereto as Exhibit C. Should the salt barn and storage located in the existing Plant Management Complex at buildings 70 and 71 be determined to be located within the Restricted Area, these facilities may continue to be used as well.
- i. With the exception of the arboretum, continue to maintain the Restricted Areas in their natural and unmolested state using College personnel or vendors hired by the College to perform such maintenance and upkeep of the Restricted Areas.
- j. continue to service, landscape, and maintain the arboretum through the use of College personnel or vendors hired by the College to perform servicing, landscaping, maintenance and upkeep of the arboretum.
- k. utilize up to 9 acres of land located adjacent to Jimmie Leeds Road and depicted on Exhibit B in red to accommodate a proposed Garden State Parkway exit ramp and any improvements associated therewith.

4. Grantor covenants that Grantor has done no act to encumber the Restricted Areas other than impose this Deed of Conservation Restriction.

5. Grantor reserves to itself, its successors or assigns, all rights associated with ownership of the Restricted Areas, including the right to engage in all uses of the Restricted Areas not inconsistent with the terms, covenants, conditions, and restrictions of this Deed of Conservation Restriction and the requirements of the Pinelands Comprehensive Management Plan. Nothing contained herein shall be construed to interfere with the right of Grantor, its successors or assigns to utilize the Restricted Areas subject to the terms and conditions of this Deed of Conservation Restriction.

6. Grantor, its successors, transferees, or assignees, shall not sell, lease, exchange, or donate the Restricted Areas except to the State, federal government, a local government unit, or other qualified tax exempt, nonprofit organization. The Restricted Areas shall remain subject to this Deed of Conservation Restriction after any conveyance.

7. To accomplish the purposes of this Deed of Conservation Restriction, the Grantor grants the Grantee and the Pinelands Commission, a special beneficiary to this

Deed of Conservation Restriction, their employees, agents, representatives, successors, or assigns, the following rights:

- a. Except in the case of any emergency, upon 24 hours prior verbal notice to the College, have access to and enter upon the Property, including the Restricted Areas, at all reasonable times to inspect the Restricted Areas and enforce the terms of this Deed of Conservation Restriction;
- b. In addition to the exercise of any statutory or common law right, the right to enforce this Deed of Conservation Restriction by means of any remedy provided for herein or available at law or equity, including but not limited to, enjoining any activity on, or use of, the Restricted Areas that is inconsistent with the purpose of this Deed of Conservation Restriction;
- c. To require Grantor or third persons to restore the Restricted Areas, or any portion thereof, as may be damaged by an inconsistent use or activity; and
- d. To protect and preserve the Restricted Areas, and in connection therewith, to determine the consistency of any activity or use for which no express provision is made herein with the purposes of this Deed of Conservation Restriction.

8. This Deed of Conservation Restriction may be amended only by written instrument duly executed by Grantor and Grantee, their successors or assigns, upon thirty (30) days written notice to and consent of the Pinelands Commission. Such modification shall not be effective until duly recorded with the Office of the Recorder of Deeds for Atlantic County, New Jersey.

9. The terms and conditions of this Deed of Conservation Restriction shall be governed and construed in accordance with the laws of the State of New Jersey and this Deed of Conservation Restriction constitutes a conservation restriction under and is subject to the New Jersey Conservation Restriction and Historic Preservation Act, N.J.S.A. 13:8B-1 et seq.

10. This Deed of Conservation Restriction and all rights and obligations incidental thereto, whether expressed or implied, shall be construed to be a covenant running with the land and shall be binding upon and inure to the benefit and be enforceable by any successor, transferee, or assignee to the parties hereto.

11. The terms of this Deed of Conservation Restriction may be enforced by any appropriate proceeding in law or equity in any Court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or

enjoin such violation or threat of violation or to recover damages and the failure or forbearance by any party benefited by these restrictions to enforce any covenant or restriction contained within this document or to exercise their rights hereunder in the event of any breach by the Grantor or any third persons for any period of time shall in no event be deemed a waiver or estoppel of the right thereafter to enforce the same or exercise a right hereunder

12. This Deed of Conservation Restriction shall be recorded in the Office of the Recorder of Deeds for Atlantic County, New Jersey and a reference to this Deed of Conservation Restriction shall be contained in a separate paragraph of any future deed, lease, or document of transfer or conveyance, or any other legal instrument including or affecting the Property and/or the "Restricted Areas" as depicted in the April \_\_\_\_, 2010 Master Plan. Grantor shall give written notice to the Pinelands Commission of any such transfer or conveyance of interest in the Property and/or the "Restricted Areas" prior to or within ten (10) days following such transfer or conveyance. Such notice shall include the name and address of the Transferee of such interest. Grantor shall provide a copy of this instrument to all subsequent Transferees of an interest in any part or all of a Property. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Deed of Conservation Restriction or limit its enforceability in any way. Grantor shall not be responsible for the violation of the terms of this Declaration by third parties that are not within the control of or authorized to act on behalf of the Grantor.

13. Should any covenant or restriction herein contained, or any subsection, sentence, clause, phrase or term of this Deed of Conservation Restriction be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction, such a declaration shall not affect the validity of the remaining provisions which are hereby declared to be severable and which shall continue to remain in full force and effect.

GRANTOR:

Attest

By:

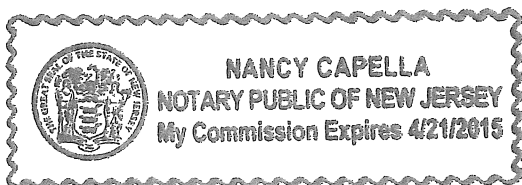
Nancy Capella  
Witness

By:

Herman J. Saatkamp  
Herman J. Saatkamp,  
President

Dated:

10/7/10

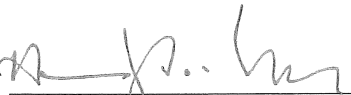


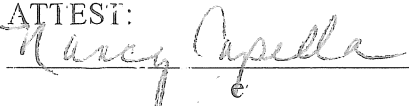
TO HAVE AND TO HOLD unto the State of New Jersey, Department of Environmental Protection, its successors and assigns forever.

The covenants, term, conditions, restrictions and purposes imposed with this Deed Restrictions shall not only be binding upon the GRANTOR but also upon its agents, personal representatives, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

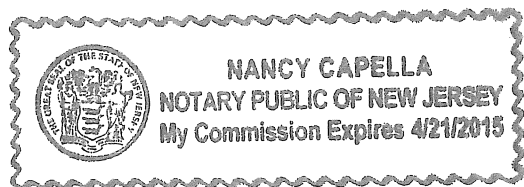
IN WITNESS WHEREOF, the GRANTOR has set its hand and seal on the day and year first above written, and directs that this instrument be recorded in the office of the Atlantic County Clerk.

The Richard Stockton College of New Jersey

By:   
Herman J. Saatkamp  
President

ATTEST:  


(Seal)





ACKNOWLEDGEMENT

STATE OF NEW JERSEY :

SS

COUNTY OF ATLANTIC :

BE IT REMEMBERED, that on the 7 day of October, 2010, before me personally appeared Herman J. Saatkamp, who being duly sworn on his oath, deposes and makes proof to my satisfaction that he is the authorized agent of the Grantor; that the execution and the making of this Deed of Conservation Restriction has been duly authorized by proper resolution of the Grantor, and the seal affixed to this instrument is such corporate seal of the Grantor; and that this Deed of Conservation Restriction was signed and delivered as the voluntary act and deed of said Grantor, in the presence of the notary.

Nancy Capella  
(signature)

Signed and Sworn to before me on this 7 day of October, 2010

Nancy Capella  
Notary Public  
My Commission Expires:

