

Pinelands Commission  
PO Box 359  
New Lisbon NJ 08064

Douglas & Lucille Carman  
192 2<sup>nd</sup> Ave  
Estell Manor, NJ 08319



State of New Jersey  
THE PINELANDS COMMISSION  
PO Box 359  
NEW LISBON, NJ 08064  
(609) 894-7300  
www.nj.gov/pinelands



PHILIP D. MURPHY  
Governor  
SHEILA Y. OLIVER  
Lt. Governor

General Information: Info@pinelands.nj.gov  
Application Specific Information: AppInfo@pinelands.nj.gov

LAURA E. MATOS  
Chair  
SUSAN R. GROGAN  
Executive Director

May 23, 2023

Douglas & Lucille Carman  
192 2<sup>nd</sup> Ave  
Estell Manor, NJ 08319

Re: Application # 2006-0275.001  
Block 22, Lot 39 & 40  
City of Estell Manor

Dear Mr. & Mrs. Carman:

Based on observations from 2<sup>nd</sup> Ave and available information, approximately 39,000 square feet of vegetation (15,000 square feet on Lot 40 and 24,000 square feet on Lot 39) has been cleared behind and west of the existing single family dwelling on the above referenced 10 acre parcel. The purpose of the vegetation removal is unclear. Available information indicates that you are the current owners of the parcel. Please advise us, in writing, if that is incorrect.

On February 15, 2007, an application was completed with the Commission and the City of Estell Manor and issued a Preliminary Zoning Permit (PZP) for the development of a dwelling on 4.9 acre Lot 40. As part of that application to meet threatened and endangered species (T&E) protection standards, the applicant recorded a deed restriction (enclosed) on a 3.938 acre portion of Lot 40 prohibiting any future clearing, land disturbance or other development outside of the area identified "development envelope" as depicted on the plan prepared by Schaeffer Nassar Scheidegg dated 4/21/2007.

All vegetation clearing that has occurred on Lot 40 outside of the "development envelope" depicted on the above referenced plan constitutes a violation of the T&E protection standards of the City land use ordinance and the Pinelands Comprehensive Management Plan (CMP). To resolve the violation, the entirety of the clearing on Lot 40 must be restored to previous undisturbed conditions.

As for the 24,000 square feet of vegetation clearing that occurred on adjacent Lot 39, the purpose of the vegetation removal on Lot 39 is unclear. Additionally, it is unclear whether the concerned clearing is consistent with the T&E protection standards of the City land use ordinance and the CMP. To resolve the violation, the entirety of the clearing on Lot 39 must be restored to previous undisturbed conditions.

To resolve the violation, please submit the following information to the Commission within 30 days of this letter:

1. A restoration plan proposing to restore the entirety of the concerned clearing outside of the "development envelope" on the above referenced plan to previous undisturbed conditions. A restoration plan could be a written proposal accompanied by a hand drawn sketch depicting the

approximate location of the clearing and the type, quantity, size, and location of native Pinelands vegetation to be replanted. [Native Pinelands Plants for the Landscape](#) has been enclosed as guidance. Please note that suitably sized seedlings (at least 3 to 4 inches) spaced no greater than 10 feet apart are acceptable to the Commission. The plan should include provisions for the replanting of vegetation that does not survive and for the elimination of non-native invasive species which may become established in the disturbed area. The restoration plan must also specify a time frame for replanting, including a date by which planting will be completed. No restoration should begin until you have received a written response from the Commission staff indicating agreement with the proposed restoration plan.

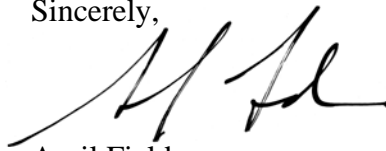
Alternatively, if you wish to propose for a portion or all of the concerned clearing to remain, please submit a written response, within 30 days of this letter, indicating the purpose of the clearing and we will provide further guidance. Note that to proceed under this option it will also be necessary to submit the results of additional information, such as the results of a full T&E species survey by a qualified professional, demonstrating that the concerned clearing will not have an irreversible adverse impact on habitats critical to the survival of T&E species.

By copy of this letter, we are notifying Estell Manor City officials of this matter.

Please submit all application-related materials, including large reports and plans, in digital format to [appinfo@pinelands.nj.gov](mailto:appinfo@pinelands.nj.gov). All plans must be in .pdf format.

If you have any questions, please contact Devin Williamson of our staff.

Sincerely,




April Field  
Chief Permit Administrator

enc: [Native Pinelands Plants for the Landscape](#)  
4/24/2007 Recorded T&E Deed Restriction  
(Above form(s) may be found at [nj.gov/pinelands/appli/tools/](http://nj.gov/pinelands/appli/tools/).)

c: Secretary, City of Estell Manor Planning Board (via email)  
City of Estell Manor Administrator (via email)  
City of Estell Manor Zoning Officer (via email)  
City of Estell Manor Construction Code Official (via email)

Prepared by:

  
 JAMES E. ROBERTSON, ESQ.

ATLANTIC COUNTY, NJ  
 EDWARD P. McGETTIGAN, COUNTY CLERK  
 RCPT # 678432 RECD BY chris  
 VOL 12599  
 REC FEES \$0.00  
 MARGINAL NOTATION 10.00  
 RECORDED 04/24/2007 01:33:31 PM  
 INST # 2007040034

**DEED RESTRICTION**  
**FOR THREATENED AND ENDANGERED SPECIES**

AUG 14 2007

This Indenture dated April 24, 2007

REC'D AUG 14 2007

Made by:

JOSEPH L. REALE, II  
 119 N. Melbourne Avenue  
 Ventnor NJ 08406

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, New Jersey 08625 and the City of Estell Manor, an incorporated municipality located within the County of Atlantic, State of New Jersey, having an address of 148 Cumberland Avenue, Estell Manor NJ 08319.

This transfer is made for no monetary consideration.

**WITNESSETH**

WHEREAS, GRANTOR is the owner of certain real property known and designated as Block 22, Lot 4,192 Second Avenue, on the Tax Map of the City of Estell Manor, County of Atlantic, State of New Jersey (herein after the "Parcel"), which property is described in the Schedule A annexed hereto;

Being the same premises which George J. Hagal and Elaine Hagal conveyed to Joseph L. Reale, II, by Deed dated June 7, 2006 and recorded in the Atlantic County Clerk's Office on June 7, 2006 in Volume 12354 as Instrument No. 2006056443.

WHEREAS, the GRANTEEES consist of 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 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 a municipal body whose intent is to preserve and protect certain within the municipality that constitute apparent critical habitat for threatened and endangered species; respectively; and

WHEREAS, the GRANTOR proposes to construct a single family dwelling under an application submitted to the Pinelands Commission, Application No. #2006-0275.001; and

WHEREAS, in the course of reviewing this development application, the New Jersey Pinelands Commission has determined that it appears that critical habitat for certain designated threatened or endangered species are located on the Parcel; and

WHEREAS, in order to demonstrate that the proposed development complies with the requirements of the Pinelands Comprehensive Management Plan and the City of Estell Manor's certified land use ordinances regarding threatened and endangered species and their habitat, the GRANTOR proposes to deed restrict from development as defined in the Pinelands Comprehensive Plan a portion of the Parcel.



**Schaeffler Nassar Scheidegg**  
**CONSULTING ENGINEERS, LLC**  
 Surveyors • Environmentalists • Planners

Rami N. Nassar, PE, PP, CME  
 David S. Scheidegg, PE, PP, CME  
 Andrew F. Schaeffer, PE, PP  
 Daniel F. Kwapinski, PE, PP  
 Howard A. Transue, PLS

19 October 2006

F-06-554  
 Joseph Reale  
 Block 22, Lot 40  
 192 Second Avenue  
 City of Estell Manor  
 Atlantic County, New Jersey

All that certain tract or parcel of land, situate in the City of Estell Manor, County of Atlantic, State of New Jersey and being further described and bounded as follows:

BEGINNING at a P.K. nail set for a corner in the centerline of Second Avenue (50.00 feet wide), said P.K. nail being South 62 degrees 30 minutes 00 seconds West 1,625.00 feet from the intersection of the centerline of Second Avenue and the centerline of Tuckahoe Road (50.00 feet wide); thence

1. along the centerline of Second Avenue, South 62 degrees 30 minutes 00 seconds West 250.00 feet to a pin set for a corner; thence
2. along Lot 39 of Block 22, North 27 degrees 30 minutes 00 seconds West (at 25.00 feet passing over a found pin) 871.20 feet to a pin found for a corner; thence
3. along Lot 20 of Block 22, North 62 degrees 30 minutes 00 seconds East 250.00 feet to a pin found for a corner; thence
4. along Lot 41 of Block 22, South 27 degrees 30 minutes 00 seconds East (at 846.20 feet passing over a found pin) 871.20 feet to the Point of Beginning.

CONTAINING: 5.000 Acres of land, more or less (gross).  
 4.856 Acres of land, more or less (net).

SCHEDULE "A"

  
 HOWARD A. TRANSUE

Profession Land Surveyor, NJ License No. 33541

1425 Centilion Boulevard • Mays Landing • New Jersey • 08330  
 Phone: (609) 625-7400 • Fax: (609) 909-0253



Rami N. Nassar, PE, PP, CME  
 David S. Scheidegg, PE, PP, CME  
 Andrew F. Schaeffer, PE, PP  
 Daniel F. Kwapinski, PE, PP  
 Howard A. Transue, PLS

23 April 2007

F-06-554  
 Joseph Reale  
**Block 22, Lot 40**  
 192 Second Avenue (Deed Restricted Area)  
 City of Estell Manor  
 Atlantic County, New Jersey


All that certain tract or parcel of land, situate in the City of Estell Manor, County of Atlantic, State of New Jersey and being further described and bounded as follows:

BEGINNING at a point in the Northerly line of Second Avenue (50.00 feet wide), said point being North 27 degrees 30 minutes 00 seconds West 25.00 feet from a point in the centerline of Second Avenue and said centerline point being South 62 degrees 30 minutes 00 seconds West 1,825.00 feet from the intersection of the centerline of Second Avenue and the centerline of Tuckahoe Road (50.00 feet wide); thence

1. along the Northerly line of Second Avenue, South 62 degrees 30 minutes 00 seconds West 50.00 feet to a pin found for a corner; thence
2. along Lot 39 of Block 22, North 27 degrees 30 minutes 00 seconds West 846.20 feet to a pin found for a corner; thence
3. along Lot 20 of Block 22, North 62 degrees 30 minutes 00 seconds East 250.00 feet to a pin found for a corner; thence
4. along Lot 41 of Block 22, South 27 degrees 30 minutes 00 seconds East 646.20 feet to a point; thence
5. through other lands of the Grantors herein, South 62 degrees 30 minutes 00 seconds West 200.00 feet to a point; thence
6. along the same, South 27 degrees 30 minutes 00 seconds East 200.00 feet to the Point of Beginning.

CONTAINING: 3.938 acres of land, more or less.

SCHEDULE "B"

  
 HOWARD A. TRANSUE  
 Professional Land Surveyor, NJ License No. 33541

1425 Cantillon Boulevard • Mays Landing • New Jersey • 08330  
 Phone: (609) 825-7400 • Fax: (609) 909-0253

The area to be restricted consists of:

3.938 net acres contained within the 5.00 gross acre total parcel.  
The 3.938 acres are located in the back of the gross parcel outside  
of the proposed development envelope,  
which is described in Schedule B annexed hereto; and

WHEREAS, through deed restricting the portion of the Parcel identified in Schedule B, the  
apparent critical habitat located on the Parcel should be protected;

NOW THEREFORE, in consideration for the foregoing, the covenants and agreements contained  
herein and other good and valuable consideration, the GRANTOR, for itself, its successors and  
assigns, hereby grants, bargains, conveys, transfers and assigns to the GRANTEE, their  
successors and assigns, in perpetuity, the following conservation restrictions on the portion of the  
Parcel described in Schedule B:

1. Structure or structures shall not be constructed, built, installed, placed, erected, assembled, manufactured, fabricated, altered, enlarged, maintained, repaired, renovated or replaced on, above, or beneath the surface of the portion of the Parcel described in Schedule B. The term "structure" means a combination of materials to form a construction, fabrication, or any thing of human manufacture, for temporary or permanent occupancy, use or ornamentation having a fixed location on, above or below the surface of land or attached to something having a fixed location on, above or below the surface of land.
2. The surface topography and natural features of portion of the Parcel described in Schedule B shall not be disturbed or altered.
3. Trees, shrubs, native plants, vegetation or other plant material shall not be cut, destroyed or removed from the portion of the Parcel described in Schedule B, except that dead, fallen, diseased or infected tree limbs or other vegetation that pose a health of safety hazard may be trimmed or removed.
4. Invasive or non-native species shall not be planted on the portion of the Parcel described in Schedule B.
5. No alteration to the landscape, including vegetation removal, except as authorized in N. J. A.C. 7:50-6.124 regarding fire protection, or planting of additional vegetation shall occur on the portion of the Parcel described in Schedule B.
6. No other activity shall be conducted on, or use made of, the portion of the Parcel described in Schedule B that is likely to have no adverse impact on the apparent critical habitat for threatened or endangered species located on the Parcel.
7. Nothing contained herein shall be construed to convey the public any right of access to or use of the Parcel, and the GRANTOR shall, subject to Paragraph 8 hereof, retain the exclusive right of access to and use of the Parcel.
8. To accomplish the purposes of this Deed Restriction, the GRANTOR grants the following rights the GRANTEE, their employees, agents, representatives, successors and assigns and to the New Jersey Pinelands Commission, which is a special beneficiary of the Deed Restriction, its employees, agents, representatives, successors and assigns:
  - (a) To have access and enter upon at all reasonable times to inspect the portion of the parcel described in the attached Schedule B and to enforce the terms of this Deed Restriction; provided, however, that except in cases in which immediate entry is required to prevent, terminate or mitigate any violation of this Deed Restriction, such entry shall be made upon 24 hour prior notice to the GRANTOR, and to the daylight hours on regular business days of the week;
  - (b) In addition to the exercise of any statutory or common law right, to enforce this Deed

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 portion of the parcel described in the attached Schedule B that is inconsistent with the purposes of this Deed Restriction;

- (c) To require GRANTOR or third persons to restore any portion of the parcel described in the attached Schedule B, or any portion thereof, as may be damaged by an inconsistent use or activity; and
  - (d) To protect and preserve the portion of any parcel described in the attached Schedule B 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 Restriction, GRANTOR intends that enforcement of the terms, covenants, conditions and restrictions of this Deed Restriction, their successors or assigns, and that any forbearance on behalf of the GRANTEES or the New Jersey Pinelands commission, their successors or assigns, to exercise their rights hereunder in the event of any breach by the GRANTOR or third persons shall not be deemed or construed to be a waiver of the GRANTEES' or the New Jersey Pinelands Commission's rights granted hereunder in the event of any subsequent breach regardless of the number of breached or the length or time this Deed Restriction remains unenforced.
9. GRANTOR intends that enforcement of the terms, covenants, conditions, and restrictions of this Deed Restriction shall be at the discretion of the GRANTEES and the New Jersey Pinelands Commission, which is a special beneficiary of this Deed Restriction, their successors or assigns, and that any forbearance on behalf of the GRANTEES or the New Jersey Pinelands Commission, their successors or assigns, to exercise their rights hereunder in the event of any breach by the GRANTOR or third persons shall not be deemed or construed to be a waiver of the GRANTEES' or the New Jersey Pinelands Commission's rights granted hereunder in the event of any subsequent breach, regardless of the number of breaches or the length or time this Deed Restriction remains unenforced.
  10. The terms, covenants, conditions, and restrictions of this Deed Restriction shall run with the land and shall be binding, in perpetuity, upon the GRANTOR, its successors or assigns, and all entities having or acquiring any right, title or interest in the portion of the parcel described in the attached Schedule B, or any portion thereof.
  11. This instrument shall be recorded in the Office of the Clerk of Atlantic County and a reference to this instrument shall be contained in a separate paragraph of any future deed, lease, or document of transfer or conveyance affecting the Parcel described in Schedule A, of which the restricted portion is a part. GRANTOR shall give written notice to the GRANTEES of any such transfer or conveyance in interest in the Parcel described in Schedule A prior to or within ten (10) days following such transfer or conveyance. Such notice shall include the name and address of the recipient/owner of such interest. GRANTOR shall provide a copy of this instrument to all subsequent recipients/owners of an interest in any part or the entire parcel. The failure of the GRANTOR to perform any act required by this paragraph shall not impair the validity of this instrument or limit its enforceability in any way.
  12. The GRANTOR reserves the right to submit threatened and endangered species survey work for the species of concern in an attempt to demonstrate that no portion of the parcel described in Schedule A is critical habitat for that species of concern. The commission staff shall review the survey work that is submitted and determine whether it concurs that the survey work submitted demonstrates that no portion of the parcel described in Schedule A that is necessary for the survival of any local populations of threatened or endangered animal species. If it is determined that no portion of the Parcel constitutes necessary or critical to the survival of any local populations of threatened or endangered animal species. If it is determined that no portion of the Parcel constitutes necessary or critical habitat for threatened or endangered plants or animal species, respectively, the Commission staff shall issue a letter specifically stating so. Upon receipt of such a letter, the GRANTOR may take any necessary actions to remove this Deed Restriction and the Commission staff will not object to such actions.



13. If any provision of this Deed Restriction is held invalid as a result of its conflict with any federal, state, or local law, regulation, or other requirements, statutory or administrative, the remainder of this Deed Restriction shall not be affected thereby.

14. The following schedules and exhibits are annexed hereto and shall form a part of this Deed Restriction:

Schedule A: Metes and Bounds Description of the Parcel

Schedule B: Metes and Bounds Description of the Portion of the Parcel Subject to the Development Restrictions

IN WITNESS WHEREOF, and intending to be legally bound, the GRANTOR has executed this indenture.



By:

  
JOSEPH L. REALE, II  
GRANTOR

STATE OF NEW JERSEY, COUNTY OF ATLANTIC

I CERTIFY that on April 24, 2007

JOSEPH L. REALE, II, personally came before me and acknowledged under oath, to my satisfaction that this person:

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her own act and deed; and
- (c) this transfer is made for no monetary consideration

Signed and Sworn to before me


on April 24, 2007



Notary Public

**KAREN A. KNIGHT**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 13, 2010

4/28/07

  
JOSEPH REALE  
119 N. MELBOURNE AVE  
VENTNOR, NJ 08406