

Project No. \_\_\_\_\_

DEED OF CONSERVATION RESTRICTION

\_\_\_\_\_  
a nonprofit organization of the  
State of New Jersey

Grantor

TO

**THE COUNTY OF MERCER,  
STATE OF NEW JERSEY**

Grantee

Dated: \_\_\_\_\_

Record and return to:  
Mercer County Planning Department  
640 South Broad Street  
P.O. Box 8068  
Trenton, New Jersey 08650-0068

Prepared By:

\_\_\_\_\_

DEED OF CONSERVATION RESTRICTION

This Deed of Conservation Restriction is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, a charitable conservancy as defined in N.J.S.A. 13:8B-2, whose post office address is \_\_\_\_\_ ("Grantor"), and the County of Mercer ("County"), having its principal office located at 640 South Broad Street, Trenton, New Jersey 08650 ("Grantee").

TAX MAP REFERENCE. Grantor owns in fee simple certain lands in the Township of \_\_\_\_\_, County of Mercer, State of New Jersey, which lands are known as Block(s) \_\_\_\_\_, Lots (s) \_\_\_\_\_, on the [respective] Tax Map of \_\_\_\_\_ Township, Mercer County, and which lands are more fully described on Schedule A attached hereto and incorporated by this reference ("Property").

PURPOSE. It is the purpose of this Deed of Conservation Restriction to ensure: (1) that the Property will be retained forever predominantly in a natural, scenic, and open condition; (2) that the Property will be used only for recreation and conservation purposes, as defined in the Open Space Preservation Bond Act of 1989, L. 1989, c. 183, in the Green Acres, Clean Water, Farmland and Historic Preservation Bond Act of 1992, L. 1992, c. 88, and in the Green Acres, Farmland and Historic Preservation, and Blue Acres Bond Act of 1995, L. 1996, c. 204; and/or Garden State Preservation Trust Act, L. 1999, c. 152 (collectively, "Bond Act"), and in any regulations promulgated pursuant to the authority of the Bond Act ("Regulations"), now codified in N.J.A.C. 7:36-1.1 et seq. (such purposes, collectively and individually, "Park Purposes"); (3) that development or other rights in or appurtenant to the Property will not be transferred to, or used for the benefit of, any other property; (4) that the Property will not be used as open space for or appurtenant to any other property; (5) that the Property will be open and accessible for public use and enjoyment for such purposes and, more specifically, for the purposes described below after the caption "Use of Property"; (6) that the Property will not be subdivided; and (7) that any use of the Property that will significantly impair or interfere with the recreation and conservation values of the Property will be prevented.

TRANSFER OF OWNERSHIP. Grantor, for and in consideration of Grantee's \$ \_\_\_\_\_ [matching] grant used for the acquisition of the Property, and pursuant to the New Jersey Conservation Restriction and Historic Preservation Restriction Act, N.J.S.A. 13:8B-1 through 13:8B-9 ("Conservation Restriction Act"), hereby transfers, assigns, and grants to Grantee, its successors, and its assigns, (1) a conservation restriction on the Property for the purpose of restricting its use to Park Purposes; and (2) all development rights, except as specifically reserved to Grantor in this Deed of Conservation Restriction, which are now or hereafter allocated to, implied in, reserved to, or inherent in the Property ("Development Rights"). Grantor shall not use, convey, transfer, or assign the Development Rights and assigns to Grantee the concurrent right to enforce this restriction on the use of the Development Rights. Grantor now terminates and extinguishes all Development Rights for other than Park Purposes and covenants that they shall neither be used or transferred to any portion of the Property or to any other property nor used for the purpose of calculating permissible lot yield of the Property or any other property. Grantor shall not subdivide the Property. The provisions of this Deed of Conservation Restriction shall run with title to the Property and shall encumber the Property unless they are released in compliance with the requirements specified in the Conservation Restriction Act and in compliance with any requirements specified in the Regulations.

RIGHTS OF GRANTEE. To accomplish the purpose of this Deed of Conservation Restriction the Grantor transfers, assigns, and grants the following rights to Grantee:

- 1) to enter upon the Property at reasonable times in order to monitor Grantor's maintenance of the Property and compliance with the terms of this Deed of Conservation Restriction, provided that Grantee shall not unreasonably interfere with Grantor's use and enjoyment of the Property;
- 2) to prevent any activity on or use of the Property that is inconsistent with the purpose of this Deed of Conservation Restriction and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use; and
- 3) to take any other action necessary or convenient to preserve and protect the recreation and conservation values of the Property.

REMEDIES. In the event of any violation of this Deed of Conservation Restriction, Grantee may, in its sole discretion and with or without notice, institute suit or take any other action it deems necessary to enjoin such violation, ex parte or otherwise, and to require restoration of the Property to its prior condition and additionally to seek damages and costs incurred in bringing the action and curing the violation. Grantor further agrees to pay whatever costs Grantee incurs in enforcing the Grantor's obligations pursuant to this Deed of Conservation Restriction, the Bond Act, and the Regulations. Such costs shall include, but not be limited to, labor and other personnel costs, equipment and material costs, attorney and other professional fees, and court costs.

ADDITIONAL RESERVATIONS AND COVENANTS. Grantor reserves the right to utilize the Property subject to the terms, conditions, and specifications of this Deed of Conservation Restriction. Grantor covenants that Grantor has done no act to encumber the Property other than to convey this Deed of Conservation Restriction to the County. Grantor's promise regarding other encumbrances is called a "covenant as to grantor's acts" N.J.S.A. 46:4-6). This promise means that Grantor has not done anything which would allow anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or by allowing a judgment not be entered against Grantor). Grantor covenants that Grantor shall not give any party a lien, mortgage or encumbrance on or other interest in the Property.

USE OF PROPERTY. Grantor understands and intends that this Deed of Conservation Restriction will benefit the public by virtue of: **(USE STATEMENT FROM GRANT AGREEMENT HERE)**

Grantor intends to maintain and use the Property for:

\_\_\_\_ passive recreation/nature preserve

\_\_\_\_ active recreation

PUBLIC ACCESS. Public access shall be limited to non-vehicular use. Grantor covenants to permit the public the greatest public access consistent with the uses stated above. On-site parking may be permitted provided that the size, scope and materials used are appropriate for the Property. In no event shall the improved parking area exceed 5% of the land area of the Property except with the express written consent of the County.

RECORDATION AND CORRECTIVE INSTRUMENTS. Grantor agrees to record this instrument in the official records of the County of Mercer, State of New Jersey, concurrently with the recordation of the deed to the newly acquired Property. Grantee may re-record this instrument at any time it may deem necessary or convenient to preserve its rights pursuant to this Deed of Conservation Restriction. Grantor agrees to execute any corrective or additional instrument which Grantee determines may be necessary or convenient to secure its rights under this Deed of Conservation Restriction or fully to effectuate the purposes intended to be achieved by this Deed of Conservation Restriction.

PROMISES BY GRANTOR. Grantor, for itself, its successors, and its assigns, agrees to maintain, protect, and use the Property only for Park Purposes. Grantor, its successors, and its assigns shall not sell, lease, exchange, or donate the Property except to the State, a local government unit, or another qualifying tax exempt, nonprofit organization, pursuant to N.J.A.C. 7:36-25.5. The Property shall remain subject to this Deed of Conservation Restriction after any approved conveyance.

Grantor covenants that it shall not permit any of the following activities on the Property:

- 1) Clear cutting of any tree, shrub, or other vegetation now existing on the Property without the express written consent of the County as necessary or convenient for use of the Property for the Park Purposes described in this Deed of Conservation Restriction.
- 2) Excavation, dredging, removal, or placement of topsoil, sand, gravel, loam, rock, or other mineral substance from or on the Property, without the express written consent of the County has approved of the activity in writing as necessary or convenient for use of the Property for the Park Purposes described in this Deed of Conservation Restriction.
- 3) Construction of any building, structure, or road on the Property, without the express written consent of the County has approved of the activity in writing as necessary or convenient for use of the Property for the Park Purposes described in this Deed of Conservation Restriction.
- 4) Dumping or placing of landfill material, trash, waste, or unsightly or offensive materials on the Property, except clean fill may be placed if all necessary permits have been obtained and the County has approved of the activity in writing as necessary or convenient for use of the Property for the Park Purposes described in this Deed of Conservation Restriction.
- 5) Notwithstanding the foregoing, Grantee agrees that Grantor may:
  - a) engage in such soil and water conservation practices or management activities as may be necessary, provided that if Grantor has obtained a management plan, such practices and activities are to be consistent with same, and further provided that such practices and activities protect the conservation values associated with the Property, including but not limited to removing vegetation which poses a health or safety hazard, removing invasive plant species and engaging in deer management on the property;
  - b) construct, maintain, improve, replace or repair roadways, bridges, paths and trails, fences, stiles, interpretive and directional signs, and related and associated structures necessary for the public's recreation and conservation use, access and convenience, provided that following completion of same, the Grantor provides notice to the Grantee;

c) impose terms, conditions and restrictions upon the use and ownership of the Property which are in addition to or more restrictive than this Deed of Conservation Restriction, provided that the Property will be open and accessible for public use and enjoyment and that any use of the Property will not significantly impair or interfere with the recreation and conservation values of the Property.

The Grantee acknowledges that the Grantor has not performed any investigation with respect to the environmental condition of the Project Site. The Grantee represents to the Grantor that Grantee has performed its own investigation as to the environmental condition of the Project Site and accepts the Project Site in its "AS-IS" condition. As a condition of the receipt of funding from the Grantor, the Grantee agrees to comply with all applicable federal, state or local law, rule regulation, ordinance or requirement relating to health, safety, and protection of the environment ("Environmental Laws") applicable to the Project Site or concerning any environmental conditions at, on, near or from the Project Site in effect on or after the date of this Agreement, and the Grantee agrees to indemnify, defend, hold harmless and release the Grantor from all responsibility with respect to the environmental condition of the Project Site or the Grantee's failure to comply with Environmental Laws

EXECUTION SIGNATURES. This Deed of Conservation Restriction is signed and attested to by Grantors' proper and authorized officers, directors, or representatives as of the date written at the top of the first page.

GRANTOR: \_\_\_\_\_

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

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

Date: \_\_\_\_\_, 20\_\_

ACKNOWLEDGMENT

STATE OF NEW JERSEY)  
                                  )      SS. :  
COUNTY OF MERCER )

I CERTIFY that on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as \_\_\_\_\_ of \_\_\_\_\_, the non - profit conservation organization named in this document; and
- (b) this document was signed and made by the organization as its voluntary act and deed by virtue of authority from its Board of Trustees.

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

SCHEDULE A

(insert metes and bounds description of Property here)