

LAND USE

230 Attachment 10

Township of Delaware

**Appendix I
Conservation and Drainage Easement**

THIS INDENTURE dated _____ between _____
residing in _____ hereinafter referred to as
“GRANTOR,” and Delaware Township, a municipal corporation of the State of New Jersey,
having its principal office at the Delaware Township Municipal Building in Sergeantsville,
New Jersey, hereinafter referred to as “GRANTEE,”

WITNESSETH:

WHEREAS, Grantors, in order to comply with the applicable provisions of the ordinances of Delaware Township or for the purpose of permitting conservation on the premises owned by the Grantors, or some or all of the foregoing (and for no money paid by the Township of Delaware), does by these presents grant and convey to the Township of Delaware an easement over premises in the Township of Delaware, County of Hunterdon and State of New Jersey, more particularly described as set forth in Schedule “A” annexed hereto.

Within the conservation easements, the following terms and conditions shall apply:

1. No trees, shrubs or other vegetation now or hereafter existing on the property shall be destroyed or removed except by mutual agreement of Grantors and Grantee and consistent with the conservation purposes to be achieved hereby.
2. No topsoil, sand, gravel, loam, rock or other minerals shall be excavated, dredged or removed from the property except as may be agreed upon by Grantors and Grantee.
3. No building or other structures shall be erected on the property and no roads for motorized vehicles shall be constructed thereon.
4. No dumping or placing of soil or other substance or material as landfill, and no dumping or placing of trash, waste or unsightly or offensive materials shall be permitted on the property.
5. No other activities shall be permitted on the property which would or might be detrimental to drainage, flood control, water conservation, erosion control or soil conservation and no other acts or uses detrimental to the preservation of the property shall be permitted.
6. Although the conservation easement granted and intended to be granted hereby has been created for the benefit of the general public through the protection of water and land resources and natural beauty, nothing herein contained shall be construed to convey to the public any right of access to or to use the property, and Grantor, his heirs, successors and assigns shall, subject to paragraph 7 hereof, retain the exclusive right of access to and to use the property.

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7. Grantee and its agents shall be permitted limited access to, and to enter upon, the property at all reasonable times, but solely for the purpose of inspection in order to assure compliance with the terms and conditions herein contained.
8. Nothing herein contained shall be deemed to restrict the right of Grantor to maintain all roads, trails, bridges and structures existing upon the property on the date hereof.
9. Grantee may at any time transfer and assign the easement and interest created hereby to any succeeding public corporation or entity.
10. It is understood that this instrument imposes no obligation on the Grantors and no restrictions on the use of the property except as specifically set forth herein and nothing herein contained shall be construed to interfere with the right of the Grantors, their heirs, successors and assigns and their licensees and any party claiming under them to utilize the property in such manner as they or any of them may deem desirable, subject to the terms and conditions hereof.
11. Within such easements, the Township may erect, construct, install, and lay and therefore use, inspect, repair, maintain, alter, replace, and remove drainage facilities, including but not limited to culvert pipes, headwalls, inlets, rip-rap and swales.
12. This instrument shall be binding upon the Grantors, their heirs, successors and assigns and upon the Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantors and Grantee have duly executed this instrument as of the date first above written.

Attested by: