

LAND USE

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Township of Delaware

Appendix V
Dedication of Natural Area Conservation Easement
[Added 3-27-2006 by Ord. No. 2006-08LU]

THIS INDENTURE made this _____ day of _____, 20____,
BETWEEN _____ whose address is (hereinafter
referred to as “the Grantor”),

AND **THE TOWNSHIP OF DELAWARE**, A MUNICIPAL CORPORATION OF THE State
of New Jersey having its principal office located at Township Hall, Sergeantsville, NJ 08557-
0500, the Grantee (hereinafter referred to as “the Township”).

WITNESSETH THAT: The Grantor is the owner of property located _____
_____ in the Township of Delaware, County of Hunterdon
and State of New Jersey, and identified on the Tax Map of the Township of Delaware as Lot
_____ in Block _____.

DEDICATION: The Grantor hereby grants, conveys and dedicates to the Township, its
successors and assigns, a perpetual conservation easement upon the portions of the lot as more
particularly described in Schedule CE, attached hereto and made a part hereof. The Grantor
may convey, mortgage, lease or otherwise transfer title or interest in the underlying lands that
are subject to this conservation easement; provided, however, that the covenants and conditions
herein remain superior to such conveyance, mortgage, lease, or transfer, it being the intention of
the parties that this easement conveyance and its terms and conditions shall become a part of
the chain of title and shall run with the land. The Grantor covenants to and agrees with the
Township that it will preserve the land located within the conservation easement in an
undisturbed natural state and will comply with the following restrictions within the area of the
conservation easement:

1. No topsoil, soil, sand, gravel, loam, rock or other material shall be excavated, dredged or
removed from the easement area and the natural topography and contours of the land shall
not be changed by excavation, grading or other physical alteration of the land surface except
with written approval of the Township acting through the governing body or such other body
or official as the governing body may designate, it being intended that the natural elevation
and function of the terrain within the easement area be preserved.
2. No buildings, structures, fences or other improvements shall be erected or placed within the
easement area and no roads, drives or trails for motorized vehicles shall be constructed or
maintained within the easement area except with written approval of the Township acting
through the governing body or such other body or official as the governing body may
designate. Motorized vehicles shall include (but not be limited to) automobiles, trucks,
snowmobiles, motorcycles, motorbikes, mopeds, go carts, dune buggies and all-terrain
vehicles.
3. No solid or liquid materials of any kind shall be kept or stored within the easement area
except with written approval of this Township acting through the governing body or such
other body or official as the governing body may designate.

DELAWARE CODE

- 4. No dumping or placing of soil or other substances or materials as land fill, and no dumping or placing of trash, waste or unsightly or offensive material, for disposal or otherwise, shall be permitted within the easement area except with written approval of this Township acting through the governing body or such other body or official as the governing body may designate.
- 5. No grazing or pasturing of livestock, and no tilling or plowing of the soil, or cultivation of crops shall be permitted within the easement area except with written approval of this Township acting through the governing body or such other body or official as the governing body may designate.
- 6. No mowing of native grasses nor cutting or removal of live trees or shrubs now or hereafter existing within the easement area shall be permitted except with written approval of the Township acting through the governing body or such other body or official as the governing body may designate.
- 7. No activities shall be permitted within the easement area which might be detrimental to drainage, flood control, springs, water conservation, water quantity or quality protection, erosion control, soil conservation or vegetation or scenic protection and no other act or uses detrimental to the preservation of the easement area shall be permitted except with written approval of the Township acting through the governing body or such other body or official as the governing body may designate.

If any area within the conservation easement is a wetland or transition area as defined by the Freshwater Wetlands Protection Act, its use shall be governed by the provisions of such Act. It is not the intent of the conservation easement to permit activities that are prohibited by the Act or to prohibit activities that are permitted by the Act.

It is understood and agreed that this conservation easement confers upon the Township no rights of title or use of the land located within the conservation easement and nothing shall be construed to permit public access to or use of the land located within the conservation easement.

This conservation easement and its restrictions shall be binding upon all subsequent owners of the lot affected by the conservation easement.

The Township shall have the right to enforce the restrictions imposed upon the Grantor by the terms of the conservation easement.

IN WITNESS WHEREOF, the Grantor has caused this Dedication of Conservation Easement to be executed the day and year above written.

ATTEST:

Notary Public

Grantor
Date:

Notary Public

Grantor
Date:

LAND USE

**APPROVAL OF THE TOWNSHIP OF DELAWARE
MUST BE NOTED BELOW PRIOR TO RECORDING**

The Township of Delaware approves the foregoing conservation easement.

ATTEST:

Notary Public

Mayor of Delaware Township
Date:

Note: Attach Schedule CE, metes and bounds description of the conservation easement area, to the end of this document.