

LAND DEVELOPMENT

109 Attachment 5.2

Appendix D
Woodlands Conservation Easement
Township of West Amwell

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

WITNESSETH:

WHEREAS, Grantor, in order to comply with the applicable provisions of the Woodlands Retention Ordinance of Grantee (and for no money paid by Grantee), does by these presents grant and convey to the Grantee a conservation easement over premises in West Amwell Township, County of Hunterdon and State of New Jersey, as more particularly described and set forth in Schedule "A" annexed hereto, and hereinafter referred to as THE PROPERTY.

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

1. No tree with a diameter greater than six (6) inches dbh or more than thirty (30) feet in height may be cut down, removed or destroyed on The Property except for selective cutting and thinning required for woodlands management in connection with a forest stewardship or woodlands management plan to be approved by the Grantee, which plan may also be used to satisfy the requirements for a Forest Stewardship Plan to be approved by the State Forester. Notwithstanding the foregoing, diseased or hazardous trees or tree limbs may be removed to prevent personal injury or property damage provided notice shall be served upon the Grantee at least ten (10) days prior to such removal. Where an emergency situation renders the giving of notice impracticable, the tree or limb may be removed without prior notice, but a notarized statement from the owner of the underlying title giving the reasons for such removal shall be submitted to the Grantee within seven (7) days thereof, along with appropriate documentation of the reasons in the form of photographs, corroborative letters or other evidence.
2. Understory plant materials, including, but not limited to, brush, shrubs, saplings, seedlings, undergrowth and vines shall not be cut down, removed or destroyed within The Property, except as needed to control exotic or invasive species in connection with a forest stewardship or woodlands management plan to be approved by the Grantee, which plan may also be used to satisfy the requirements for a Forest Stewardship Plan to be approved by the State Forester.

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3. Fences for deer control may be erected within or around The Property, if approved as part of the woodlands maintenance plan or with the consent of the Grantee if previously approved deer control measures have proven to be ineffective.
4. New plantings may be installed within The Property if needed to supplement existing vegetation or to replace dead trees or other vegetation, provided such plantings are characteristic of native growth and have been approved by the Grantee.
5. The following activities shall be specifically prohibited within The Property:
 - a. Construction, excavation, grading or the erection of retaining walls, buildings or other structures, roads, driveways or utilities.
 - b. Any grading or other activities that would or might impair soil or slope stability or alter drainage patterns on or off the site.
 - c. Commercial timber cutting or harvesting of vegetative products from The Property for commercial purposes.
 - d. Maintenance or grazing of livestock.
 - e. Excavation, grading, dredging or removal of topsoil, sand, gravel, loam, rock or other minerals from The Property.
 - f. Dumping or composting of soil, grass clippings, garden waste, household waste, sawdust, ashes, trash, construction materials or other debris of any kind on The Property.
 - g. The operation of any mechanical equipment of any kind, including recreational vehicles such as ATVs and snowmobiles, except as needed to undertake approved activities identified in this conservation easement.
6. Although the conservation easement granted and intended to be granted hereby has been created for the benefit of the general public through the retention and maintenance of existing woodlands or the protection of a woodlands mitigation area, nothing herein contained shall be construed to convey to the public any right of access to or use of The Property, and Grantor, his heirs, successors and assigns shall, subject to paragraph 7 hereof, retain the exclusive right of access to and use of The Property.
7. The municipally approved forest stewardship program/woodlands management plan for The Property shall be as follows: *(to be filled in for the particular site after consultation with the Woodlands Advisor.)*
8. Grantee and its agents shall be permitted limited access to enter upon The Property at all reasonable times for the purpose of inspection in order to assure compliance with the terms and conditions herein contained. In the event of noncompliance with the terms hereof, the Grantee shall have the right to enter the premises and fulfill the obligations imposed herein and charge the reasonable cost thereof to the Grantor or to issue citations

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for any violations of the terms and conditions of this conservation easement or of the development application approval or ordinance pursuant to which this conservation easement has been established.

- 9. Nothing herein contained shall be deemed to restrict the right of Grantor to maintain all trails and strictures existing upon The Property on the date hereof.
- 10. Grantee may at any time transfer and assign the easement and interest created hereby to any succeeding public corporation or entity.
- 11. It is understood that this instrument imposes no obligation on the Grantor 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 Grantor, its heirs, successors and assigns and their licensees and any party claiming rights 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.
- 12. This instrument shall be binding upon the Grantor, its heirs, successors and assigns and upon the Grantee, its successors and assigns.

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

For Grantor

For Grantee

Attested by: _____