

# DEED OF CONSERVATION EASEMENT - SUMMARY

**Reference: Deed of Conservation Easement - November 7, 2011**

The Deed of Conservation covers the conditions for the open space preservation of all included Lakeshore Co. properties. Lakeshore is both the Grantor (owner of the lots) of the easement and the Grantee (holder of the easements).

The Properties are:

Block 36, Lot 1	Block 39 Lot 8	Block 43 Lot 6
Block 36 Lot 7	Block 39, Lot 9	Block 43 Lot 16
Block 36, Lot 14	Block 39, Lot 10	Block 44, Lot 3
Block 36, Lot 15	Block 40, Lot 2	Block 44 Lot 12
Block 36 Lot 18	Block 40, Lot 3	Block 44, Lot 12.01
Block 37 Lot 2	Block 40 Lot 7.02	
Block 39 Lot 5	Block 40, Lot 11	
	Block 40 Lot 12	

In consideration of the sum of One (\$1.00) Dollar, Grantor conveys to Grantee and its successors an easement in perpetuity on the terms set forth.

**Purpose.** The purpose of this Easement is to ensure that the Properties are protected in their existing natural, scenic and open state, subject only to the specific rights expressly reserved to Grantor.

**Prohibited Uses and Activities.** Generally, activities on and uses of the Properties that are inconsistent with the purposes of this Easement are prohibited. *Expressly* forbidden on the Properties, except as provided in Paragraph 3:

a. Construction any structure on, above or beneath the surface of the Properties. "Structure" includes, but is not limited to (i) buildings; (ii) swimming pools, fences, satellite dishes and antennae, signs, storage tanks and other accessory structures and fixed items of equipment; (iii) water, sewer, power, fuel and communication lines, other utility systems and related facilities; (iv) culverts, detention basins, and other stormwater

or groundwater storage and control facilities; and (v) pads, patios, playing courts, walkways, roads, driveways, parking areas and other areas surfaced with wood, concrete, macadam, brick, paving stones, cinder-block, gravel, clay or other impervious or semi-pervious material.

b. Dumping on the Properties that may cause significant harm or damage to plants or wildlife, including, but not limited to, refuse, hazardous materials, animal waste, fertilizers, leaves and yard waste.

c. Disturbance or alteration of the surface topography or natural features of the Properties.

d. Draining, dredging, filling or other disturbance of wetland areas on the Properties, except as necessary to carry out an activity expressly permitted under this Easement.

e. Alteration of streams or other water bodies, except for such conservation and water quality improvement measures approved in writing.

f. Cutting, destruction or removal of trees or other vegetation, whether alive, dead or fallen, on the Properties, except that: (i) non-native vegetation may be controlled by mechanical means or the application of herbicides and biological control measures; and (ii) dead, fallen diseased or infected trees, tree limbs and other vegetation that pose a health or safety hazard or that obstruct passage on paths, trails or drives.

g. Use of chemical or biological pesticides, herbicides, fungicides, rodenticides, or other biocides on the Properties, unless used responsibly to control pests or invasive species and they do not pose significant risk of harm to any threatened or endangered species.

h. Use of any motorized vehicles except (i) for emergency purposes; or (ii) to carry out legitimate management actions (See Permitted Uses).

### **Permitted Uses:**

Recreational Activities to include nature study and observation and passive recreational activities and maintenance of existing trails and bridle paths and, with prior notice to construct new trails and paths that do not use any impervious or semi-pervious material.

Soil and Water Conservation and Habitat Restoration to include soil and water conservation practices or habitat restoration projects the support the intent of the easement such as placement of materials to combat erosion or flooding.

Signs designed to control unauthorized entry or use, such as "no trespassing" and/or "no hunting" signs.

Existing Structures may be maintain, repair, demolish and replace any existing structures or other improvements on the Properties, provided that replacements shall be located in substantially the same location as the existing structure or other improvement being replaced, and no renovation, enlargement or replacement of an existing structure or other improvements shall substantially alter its character and function or increase its height or size.

Utility Structures, e.g., underground pipes and stormwater management facilities (excluding culverts and detention and retention basins) and utility lines installed underground if reasonably practicable.

### **Monitoring, Enforcement and Remedies.**

Lakeshore has the right to have access properties to monitor compliance with this Easement.

If a violation occurs, written notice shall be given and actions must be taken within sixty (60) days of the notice to fix the violation within the sixty (60) day period. Lakeshore is entitled to recover all costs necessary to restore the properties to the preexisting condition. Any restoration work required as a result of a violation, shall be preceded by detailed restoration plan approval by Lakeshore prior to undertaking restoration activities.

Lakeshore may at any time, with thirty (30) days notice, transfer this Easement to qualified organizations or entities that agree to accept transfer and assignment that is an organization: (i) exempt from federal income taxation i.e., 501(c)(3); (ii) is a "qualified organization" under Section 170(h) of the Internal Revenue Code e; and (iii) is authorized to hold such an easement, entity created for substantially similar purposes by

the Legislature of the State of NJ, Morris County, Harding Township or other governmental body.

### **Miscellaneous Provisions**

No Public Access. Nothing in this Easement conveys to the general public right of access to or use of the Properties.