

PREPARED BY

SIGNATURE

TYPED OR PRINTED NAME

Form for Corporate Entities Only

PINELANDS DEVELOPMENT CREDIT DEED RESTRICTION
FOR AGRICULTURAL PRODUCTION AREA

THIS INDENTURE DATED _____

Made by: _____
[Name(s) and Address(es) of Corporate Entity Landowner(s)]

Hereinafter referred to as GRANTOR;

In favor of the State of New Jersey, Department of Environmental Protection, C/O NJ PDC Bank, P.O. Box 359, New Lisbon, New Jersey 08064, hereinafter referred to as the GRANTEE.

This transfer is made for no monetary consideration.

WITNESSETH:

WHEREAS, GRANTOR owns in fee simple all that certain land known as (legal description including Tax Map Block & Lot, Municipality and County and property location

WHEREAS, the Land is located in an area designated under the Pinelands Comprehensive Management Plan as eligible for the use right known as Pinelands Development Credits; and

WHEREAS, the New Jersey Pinelands Commission has determined that there is/are _____ transferable
NUMBER OF CREDITS
Pinelands Development Credit(s) allocated to the Land.

NOW THEREFORE, for and in consideration of the right to sell, transfer and assign the Pinelands Development Credit(s) allocable to the Land by means of a Pinelands Development Credit Certificate, the GRANTOR hereby conveys, sells, transfers and assigns to GRANTEE, its successors and assigns, the following conservation restriction:

1. The Land, which is located in an Agricultural Production Area, may only be used in perpetuity for the following uses: Agriculture; forestry; low intensity recreational uses in which the use of motorized vehicles is not permitted except for necessary transportation, access to water bodies is limited to no more than 15 feet of frontage per 1,000 feet of frontage on the water body, clearing of vegetation does not exceed five percent of the parcel, and no more than one percent of the parcel will be covered in impervious surfaces; agricultural commercial establishments, excluding supermarkets and restaurants and convenience stores, where the principal goods or products available for sale were produced in the Pinelands and the sales area does not exceed 5,000 square feet; agricultural products processing facilities; and accessory uses. Where permitted by a certified municipal land use ordinance or when the property is located in an uncertified municipality, the following additional uses may be specifically permitted in such deed restriction: airports and heliports accessory to agricultural uses and which are used exclusively for storage, fueling, loading, and operation of aircraft as part of an ongoing agricultural operation; fish and wildlife management; wetlands management; and agricultural employee housing as an accessory use.

2. Nothing herein contained shall be construed to convey to the public any right of access to or use of the Land, and GRANTOR, for itself, its successors and assigns shall, subject to Paragraph 3 hereof, retain the exclusive right of access and the use of the Land.

3. This conservation restriction shall be fully enforceable by the GRANTEE as well as by the New Jersey Pinelands Commission, which is a specific beneficiary of this conservation restriction, in an action at law or equity or both. Moreover, GRANTEE and the New Jersey Pinelands Commission and their respective agents shall be permitted access to, and to enter upon, the Land at all reasonable times but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions herein contained. GRANTEE and the New Jersey Pinelands Commission agree to give the GRANTOR 24 hour advance notice of their intention to enter the Land, and further, to limit such times of entry to daylight hours on regular business days of the week.

4. It is understood that this instrument imposes no obligation on the GRANTOR and no restrictions on the development of the Land or the making or construction of improvements thereon in furtherance of the uses of the Land specifically reserved and set forth in Paragraph 1 hereof. Nothing herein contained shall be construed to interfere with the right of the GRANTOR, its successors, assigns, licensees and any party claiming under them to utilize the Land in such a manner as they may deem desirable within the scope of the uses herein reserved to the GRANTOR in Paragraph 1 hereof.

5. This instrument shall be binding upon the GRANTOR, its successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound, the GRANTOR has executed this indenture.

By: _____
WITNESS (PRINT NAME OF ATTESTING WITNESS BELOW SIGNATURE)

By: _____
GRANTOR (PRINT NAME, TITLE AND CORPORATION BELOW SIGNATURE)

By: _____
GRANTOR (PRINT NAME, TITLE AND CORPORATION BELOW SIGNATURE)

STATE OF NEW JERSEY, COUNTY OF _____ SS:

I CERTIFY that on _____, 20____,

[INSERT GRANTOR'S NAME(S)] _____

personally came before me and acknowledged under oath, to my satisfaction that this person (if more than one, each person):

- a. is named in and personally signed this document; and
- b. signed, sealed and delivered this document as his or her act and deed; and
- c. this transfer is made for no monetary consideration.

Signed and sworn before me

On _____, 20____

(NOTARY'S SIGNATURE, COMMISSION AND SEAL)

DEED

Dated:

From:

Record and Return to:

PINELANDS DEVELOPMENT CREDIT BANK
P.O. BOX 359
NEW LISBON, NJ 08624-0359

Grantor

TO

State of New Jersey
Department of Environmental Protection

Grantee
