



# Abbotts Meadows WMA (ABM04) Elsinboro Twp.



## ABBOTTS MEADOWS 04 (ABM04)

Lease ID	WMA	Field ID	Soil Type	Soil Acres	Value per Acre	Total Rental Value
ABM04	Abbotts Meadows	39	OTMA	0.05	\$78.00	\$4.00
ABM04	Abbotts Meadows	39	MbuB	2.92	\$85.00	\$248.00

<b>Total Soil Acres</b>	<b>3.0</b>
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Sub-total	\$252.00
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20% Discount	\$50.00
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<b>Minimim Bid</b>	<b>\$202.00</b>
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# Agriculture Special Use Permit

**TYPE OF USE -** Agriculture

**AREA -** Abbotts Meadow Wildlife Management Area

**SPECIFIC USE AND LOCATION -** Farming, Abbotts Meadow Wildlife Management Area as specified in attached map

**DURING THE PERIOD FROM -** February 15, 2017 **TO** December 31, 2018

**GRANTED TO -** \_\_\_\_\_

**ADDRESS -** \_\_\_\_\_

**TELEPHONE -** \_\_\_\_\_ **EMAIL** \_\_\_\_\_

Subject to the following terms and conditions:

- The Permittee will pay an annual permit fee of \$ \_\_\_\_\_ for the period covered by this permit. The first year’s fee is due at signing. Subsequent payments will be due February 15th.  
Is permittee required to leave 15% of the row crops unharvested for food cover for wildlife in lieu of payment?  
Yes  No
- Tenant agrees to perform In-kind Services on a parcel or parcels of land within 2.5 air miles of the premises in exchange for a reduction in the annual permit fee. The annual permit fee is comprised of a base amount of \$ \_\_\_\_\_ per year, less the value of the In-kind Services of \$ 0.00 per year. The value of the In-kind Services is based on the actual costs of the services as determined by the Department of Environmental Protection, Division of Fish and Wildlife upon consultation of external sources. Any designated In-kind Services shall be mandatory and designated on an annual basis.
- This permit may not be assigned, in whole or in part, to any other person. The premises covered by this permit are solely for the personal use of the Permittee.
- The Permittee will comply with the requirements of the Federal, State and Municipal authorities in respect to the premises.
- No signs or advertisements of any description will be permitted to be painted or posted on the premises other than those approved in writing by the State of New Jersey, Department of Environmental Protection, Division of Fish & Wildlife.
- The Permittee agrees to abide by the rules and regulations of the Department of Environmental Protection, Division of Fish & Wildlife now existing or hereafter adopted concerning the use of the premises and agree to cause others to obey such rules and regulations.
- The premises shall be kept neat and clean and the Permittee will at his or her own expense, make such arrangements as may be necessary to remove or dispose of all garbage, rubbish or other waste accumulated by the Permittee on the premises.
- The permittee shall maintain, at Tenant’s sole cost and expense for the period of authorized use, the following policies with an insurance company recognized to do business in the State of New Jersey and shall name the “State of New Jersey, Department of Environmental Protection, Division of Fish & Wildlife” as an additional insured: Commercial General Liability at the level of \$1,000,000 for each occurrence of bodily injury and property damage liability; property insurance; Worker’s Compensation and Employer’s Liability Insurance as required under the Laws of the State of New Jersey with limits of not less than \$1,000,000; and Comprehensive Automobile Liability to cover bodily injury and property damage with limits of not less than \$1,000,000 per person or per occurrence for all vehicles used on the property.
- Permittee shall provide the State of New Jersey with a current Certificate of Insurance prior to the commitment of the term evidencing coverage and renewals thereof which must contain the provision that the insurance provided in the Certificate shall not be cancelled for any reason except after giving thirty days written notice to:

State of New Jersey – Department of Environmental Protection  
Division of Fish & Wildlife  
P.O. Box 420  
Mail Code 501-03  
Trenton, New Jersey 08625-0420

10. Permittee shall assume all risk of an responsibility for, and agrees to indemnify, protect, defend and save harmless the STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF FISH AND WILDLIFE from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses arising out of the occupancy of the premises on account of the loss of life, property or injury, or damage to the person, body, or property of any person or person whatsoever. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this permit.
11. The Permittee will not erect any structures or additions to existing structures or make any changes in the natural condition of the premises without the approval in writing to the Department of Environmental Protection, Division of Fish & Wildlife.
12. This permit will expire on the last day of the terms stated and may be renewed only upon the acceptance by the Department of Environmental Protection, Division of Fish & Wildlife of a new application in writing, upon payment of the permit fee and submission of proof of public liability and property damage insurance coverage. The renewal application must be made two (2) months before the expiration of the original permit.
13. The Permittee shall allow authorized agents of the Department of Environmental Protection, Division of Fish & Wildlife the right to enter upon the premises for the purpose of making inspections.
14. This permit may be revoked or modified if, in the judgment of the Department of Environmental Protection, Division of Fish & Wildlife such action will best serve the interests of the State of New Jersey.
15. In the event of revocation or modifications resulting from actions of the Permittee, the permit fee or any part thereof is not refundable.
16. This permit grants no privilege other than that which is set forth herein.
17. Permittee will follow the cropping scheme and farm plan outlined and agreed to with an authorized representative of the Department of Environmental Protection, Division of Fish & Wildlife. The permittee is required to plant a winter cover crop on all fields covered by this permit. Following the expiration date of this permit, any existing winter cover crops cannot be harvested and must be left standing. In addition, all farming practices must be terminated by the expiration date of this permit.
18. Farming will be conducted in a way that will not adversely affect hunting or fishing on the land.
19. The results of soil tests every second year will be submitted to the Department of Environmental Protection, Division of Fish & Wildlife
20. All harvesting must be completed prior to the commencement of the small game season, which usually begins on the first Saturday in November.
21. The Department of Environmental Protection, Division of Fish & Wildlife is not responsible for any crop damage suffered by the permittee.
22. The Department of Environmental Protection, Division of Fish & Wildlife is not responsible for any damage to equipment used by the permittee.
23. Tenant shall comply with the terms and conditions of this permit. The Department of Environmental Protection, Division of Fish and Wildlife may terminate this permit at any time should the tenant violate any of the terms and conditions, including failure to maintain any of the insurance policies to the extent required under this permit; failure to provide valid certificates of renewal of insurance upon expiration of policies; failure to pay when due any rent, additional rent, taxes, or sums required to be paid by tenant hereunder; or failure to perform the in-kind services.

I, the undersigned Permittee, understand and accept the terms of this permit.

Signed the \_\_\_\_\_ day of \_\_\_\_\_

Witness \_\_\_\_\_ Permittee \_\_\_\_\_

Witness \_\_\_\_\_ Director/Regional Superintendent \_\_\_\_\_