

**CONSERVATION EASEMENT AGREEMENT**

This Conservation Easement Agreement (the Agreement), made as of the \_\_\_\_\_ of  
(date)

\_\_\_\_\_, by and between \_\_\_\_\_ having a mailing address  
(month, year) (applicant's name)

of \_\_\_\_\_ (the Owner),

and the Delaware and Raritan Canal Commission of the State of New Jersey, with offices located in  
Stockton, New Jersey (the Commission).

**WITNESSETH:**

WHEREAS, Owner is the owner of certain real property designated as Lot(s) \_\_\_\_\_,  
Block(s) \_\_\_\_\_, on the tax map of \_\_\_\_\_ in the county of  
(township, borough, city)  
\_\_\_\_\_ (the Property); and,

WHEREAS, pursuant to the Commission's regulations set forth at N.J.A.C. 7:45 et seq. (the  
Regulations), the Commission has reviewed and issued an approval (the Approval) on  
\_\_\_\_\_, for a project located on the Property which is known as  
(date)

\_\_\_\_\_, and identified by the  
(name of project)

Commission as DRCC # \_\_\_\_\_; and,

WHEREAS, the Approval granted by the Commission requires Owner to enter into a stream corridor conservation easement agreement with the Commission to ensure against any adverse impacts on the stream corridor and to otherwise comply with the Commission's requirements and with the Master Plan for the Delaware and Raritan Canal State Park; and,

WHEREAS, a portion of the stream corridor (the Corridor) of \_\_\_\_\_,  
(*name of stream*)  
which is subject to Stream Corridor Impact review by the Commission, is located on the Property, and this portion of the stream corridor is shown on the plan(s) entitled \_\_\_\_\_, prepared by \_\_\_\_\_, and dated \_\_\_\_\_, and is more fully described in Exhibit A, which is attached hereto and incorporated herein by reference. The information on this plan (or plans) shall supersede any information in this Agreement.

NOW THEREFORE, in consideration of the Approval granted by the Commission, Owner and the Commission agree as follows:

1. The Corridor is regulated by the Commission pursuant to the Regulations effective the date of the issuance of the Commission's Approval for this project.
2. Any uses approved by the Commission as part of this Approval and as depicted on the plan(s) in Exhibit A (hereinafter collectively referred to as the "Permitted Uses") shall be permitted.
3. Except for the Permitted Uses, all other uses are prohibited.
4. The Commission and its successors shall have the right to enforce the terms and

conditions of this Agreement in accordance with law.

5. This Agreement is binding upon the Owner, its successors and assigns. It shall be construed as a conservation easement running with the land and shall be binding upon any person to whom title to the Property or any portion thereof within the Corridor is transferred, as well as upon the heirs, successors and assigns of all such persons.
6. This Agreement shall be construed as if drafted jointly by both parties.
7. Owner agrees to record this Conservation Easement Agreement and any amendment thereto and to provide the Commission with evidence of same.
8. Any written notices to Owner or to the Commission shall be directed to them as follows:

If to Owner:

If to Commission: Delaware and Raritan Canal Commission  
Post Office Box 539  
Stockton, NJ 08559

IN WITNESS WHEREOF, The Owner has caused these presents to be duly executed and acknowledged, this \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

Owner/Contract Purchaser

BY: \_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Title:

Title:

Executed and acknowledged by the Canal Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

DELAWARE AND RARITAN CANAL  
COMMISSION OF THE STATE OF  
NEW JERSEY

BY: \_\_\_\_\_

\_\_\_\_\_

John Hutchison  
Executive Director