

<b>IN THE MATTER OF</b>	:	
<b>THE CIBA GEIGY TOMS RIVER</b>	:	
<b>SUPERFUND SITE</b>	:	<b>NATURAL RESOURCE DAMAGES</b>
<b>BLOCK 411, LOTS 6.01, 6.02 AND 6.03</b>	:	
<b>AND BLOCK 409, LOT 62 ON THE</b>	:	<b>SETTLEMENT AGREEMENT</b>
<b>TAX MAPS OF TOMS RIVER</b>	:	
<b>TOWNSHIP, OCEAN COUNTY</b>	:	
<b>AND</b>	:	
<b>BASF CORPORATION</b>	:	

The New Jersey Department of Environmental Protection, the Commissioner of the New Jersey Department of Environmental Protection, and the Administrator of the New Jersey Spill Compensation Fund (jointly, the “Department”) enter this Settlement Agreement pursuant to the authority vested in the Administrator of the New Jersey Spill Compensation Fund by the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., and in the Commissioner of the Department by N.J.S.A. 13:1D-1 et seq. and the New Jersey Spill Compensation and Control Act.

**FINDINGS**

1. BASF Corporation (hereinafter, “BASF”) is a corporation incorporated in the State of New Jersey, with a principal office at 100 Park Avenue, Florham Park, NJ 07932 and is the successor to the specialty chemicals business of the former Ciba-Geigy Corporation. BASF Corporation is the settling party to this Natural Resource Damages Settlement Agreement (“Settlement Agreement”).
2. The discharges that are the subject of this Settlement Agreement occurred at the site of the former Ciba-Geigy Corporation manufacturing facility, also known as the Ciba Geigy Superfund Site, 277 Oak Ridge Parkway, Toms River Township, Ocean County, New Jersey also designated as Block 411, Lot 6.01; Block 411, Lot 6.02; Block 411, Lot 6.03; and Block 409, Lot 62 on the Tax Map of Toms River Township (hereinafter, “Site”). The Site encompasses approximately 1255 acres. The Site and all other areas to which any hazardous substances discharged at or from the Site that have migrated, or are migrating, are collectively referenced hereinafter as the “Contaminated Site.”
3. This Settlement Agreement addresses BASF’s alleged liability for natural resource damages arising from discharges, as defined in N.J.S.A.58:10-23.11b, at or from the Site that have impacted or will impact Natural Resources.
4. BASF, through corporate acquisitions, has assumed liability for the ownership and operations at the Site. Chemical manufacturing operations began at the Site in 1952 and included the production of industrial dyes, pigments, epoxy resins, and plastics. Production ended in 1990 and all operations ceased in 1996.

5. The Contaminated Site was placed on the National Priorities List in 1983 as an Environmental Protection Agency (“EPA”)-lead Superfund site. The Contaminated Site was divided into Operable Unit 1 for groundwater, and Operable Unit 2 for source areas. In April 1989, EPA approved a Record of Decision (“ROD”) that selected a remedy for OU1. In September 2000, EPA approved a ROD that selected a remedy for OU2.
6. BASF has been remediating discharges at the Contaminated Site pursuant to the OU1 Consent Decree entered December 1, 1993 (as corrected on June 13, 1994) in Civil Action No. 93-4675, which governs the implementation of the April 1989 ROD, and the OU2 Consent Decree entered March 21, 2002, in Civil Action No. 01-4223, which governs the implementation of the September 2000 ROD. BASF recognizes its obligation to complete this work.
7. On July 27, 2020, the Department approved a revised classification exception area (“CEA”) for the Contaminated Site, which notes the extent, estimated duration, and contaminants of concern present in ground water at the Contaminated Site.
8. In March 2001, the State of New Jersey completed a Public Health Assessment that, among other things, determined that ground water at the Contaminated Site was contained, and that other public health exposure pathways had been interrupted.
9. As the trustee of all natural resources within the jurisdiction of the State of New Jersey for the benefit of its citizens, the Department alleges that the discharges at the Contaminated Site have injured and continue to injure Natural Resources of the State.
10. The Department finds that the information provided in the reports referenced in the paragraphs above is sufficient to form a rational basis for determining the nature and extent of natural resource injuries arising from the discharges and for determining the nature and extent of BASF’s alleged liability for Natural Resource Damages, defined below, arising from the discharges at the Contaminated Site.
11. In order to provide compensation for the injuries to natural resources described above, BASF has agreed that it will arrange for the preservation of approximately 1000 acres of the Property (“Preservation Acreage”) and implement on approximately 375 acres of those 1,000 acres certain ecological uplift restoration projects (“Restoration Projects”) in accordance with the Scope of Work (“Scope of Work” or “SOW”), attached hereto as Appendix B (“Restoration Projects”) (collectively, “NRD Settlement Project”). The Preservation Acreage provides groundwater recharge, which together with the Restoration Projects, will offset and compensate for the injuries to natural resources addressed in the Settlement Agreement.
12. Contingent upon BASF’s completion of the NRD Settlement Project together with payment to the Department in accordance with paragraph 18 of this Settlement Agreement, the Department finds and agrees, that the value of the NRD Settlement Project provided in this Settlement Agreement will offset the injuries to natural resources caused by the discharges of hazardous substances. The Department therefore finds and agrees, subject to these contingencies, that



the value of the compensation provided in this Settlement Agreement constitutes BASF's fair share of Natural Resource Damages addressed in this Settlement Agreement.

13. By entering into this Settlement Agreement, BASF does not admit any of the Findings of the Department. This Settlement Agreement shall not constitute or be interpreted or used as an admission of fault, liability, law or fact, nor shall it be admissible in any proceeding as such, except only to the limited extent necessary to enforce the provisions of this Settlement Agreement or to establish the scope of the release or contribution protection provisions of this Settlement Agreement.

## DEFINITIONS

14. "Natural Resources" as used in this Settlement Agreement includes all land, fish, shellfish, wildlife, biota, air, waters, and other such resources owned, managed, held in trust or otherwise controlled by the State.
15. "Natural Resource Damages" as used in this Settlement Agreement shall mean all claims the Department may have now or in the future arising from discharges at the Contaminated Site that occurred prior to the Effective Date of this Settlement Agreement, and that are recoverable by the Department as natural resource damages for injuries to natural resources under the Spill Act; the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1 through -20; the Oil Pollution Act, 33 U.S.C.A. §§ 2701 through -2761; the Clean Water Act, 33 U.S.C.A. §§ 1251 through -1387; the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C.A. §§ 9601 through -9675; the Sanitary Landfill Act, or any other state or federal common law, statute, or regulation, and include:
  - a. The costs of assessing injury to Natural Resources, the Department's Office of Natural Resource Restoration's costs, attorneys' fees, consultants and experts' fees, other litigation costs, and interest, incurred prior to the Effective Date of this Settlement Agreement; and
  - b. Compensation for the lost value of, injury to, or destruction of Natural Resources.
16. "Natural Resource Damages" do not include:
  - a. Compliance with any statutory or regulatory requirement that is not within the definition of Natural Resource Damages;
  - b. Any applicable requirements to remediate the Contaminated Site including the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) and any remediation requirements imposed by the Department or the EPA; or

- c. Any obligation to pay the Department's fees and oversight costs and fees determined pursuant to N.J.A.C. 7:26C-4., incurred after the Effective Date of this Settlement Agreement.

17. "Preservation Acreage" means real property that consists of approximately 1000 acres of land, which is a portion of the 1255 acres designated as Block 411, Lot 6.01; Block 411, Lot 6.02; Block 411, Lot 6.03; and Block 409, Lot 62 on the tax map of the Township of Toms River, County of Ocean, State of New Jersey, and more particularly described in a metes and bounds description of the property attached to and made a part here of as the Schedules to Appendix C . The Preservation Acreage will consist of approximately 375 acres of Restoration Projects, 535 acres of forested land, and 90 acres of preservation acreage retained by BASF for groundwater infiltration. The Preservation Acreage will be protected through the recording of three Deed of Conservation Restriction (DCR): (1) one for approximately 535 acres (DCR Settlement Area 1 or Forested Parcel) as described in Schedule A; (2) one for approximately 255 acres (DCR Settlement Area 2 or Project Parcel) as described in Schedule B; and (3) one for approximately 210 acres that will be retained by BASF indefinitely (DCR Settlement Area 3 or Retained Parcel) as described in Schedule C.

### **TERMS**

18. Following the Effective Date, the Department will issue an invoice for payment pursuant to this paragraph 18, along with payment instructions ("Invoice"). Within thirty (30) calendar days of the receipt of the Invoice, BASF shall make a payment to the Department, in the amount of \$100,000.00 for the Department's Office of Natural Resource Restoration's costs of assessing damages to Natural Resources at the Contaminated Site and in compensation of the Department's oversight costs to be incurred in this matter. BASF agrees to make this payment electronically in accordance with directions provided by the Department in the Invoice, or by a cashier's or certified check payable to the "Treasurer State of New Jersey" and remit it to, with the applicable Invoice furnished by the Department to the address stated on the Invoice with a copy of the payment and invoice to:

David Bean, Chief  
Department of Environmental Protection  
Office of Natural Resource Restoration  
Mail Code 501-03  
P.O. Box 420  
Trenton, New Jersey 08625-0420

### **CONSERVATION RESTRICTIONS**

19. A licensed site remediation professional (LSRP) will evaluate the results of the sampling program referenced in Section 23.d. to confirm, subject to provisions in Section 23.d, that sampling results within surface soil (0 to 2-feet below ground surface) meet the Department's residential soil remediation standards within DCR Areas 1 and 2. The LSRP will also evaluate the results to confirm that the soil sampling results for DCR Area 3, within surface soil, meet the Alternative Remediation Standards approved by the Department (Approved ARS) for DCR Area 3 and are therefore protective of restricted use of the adult maintenance worker. Within 30 calendar days after the LSRP informs the Department that the surface soil sampling results in DCR Areas 1 and 2 meet the Department's residential soil remediation standards and the sampling results in DCR Area 3 meet the Approved ARS, or 30 calendar days after Department approval of the Conservation Restriction, whichever is later, BASF agrees to record with the Clerk of Ocean County a Conservation Restriction on the DCR Settlement Area 1 of the "Preservation Acreage" that conforms with Appendix D on approximately 535 acres, more particularly described in Appendix C/Schedule A. A copy of the recorded Conservation Restriction shall be forwarded to the Department at the address listed in Paragraph 18 above, within 30 days of its filing.
20. Within 60 calendar days after completion of the Restoration Projects, or 30 calendar days after Department approval of the Conservation Restriction, whichever is later, BASF agrees to record with the Clerk of Ocean County a Conservation Restriction on DCR Settlement Area 2 of the "Preservation Acreage" that conforms with Appendix E on approximately 255 acres, more particularly described in Appendix C/Schedule B. A copy of the recorded Conservation Restriction shall be forwarded to the Department at the address listed in Paragraph 18 above, within 30 days of its filing. The Conservation Restriction on this parcel will allow for implementation of an Operations and Maintenance Plan that will be approved by the Department pursuant to the SOW and allow for the continued maintenance of the Restoration Projects upon their completion.
21. Within 60 calendar days after completion of the Restoration Projects, or 30 calendar days after Department approval of the Conservation Restriction, whichever is later, BASF agrees to record with the Clerk of Ocean County a Conservation Restriction on DCR Settlement Area 3 of the "Preservation Acreage" that conforms with Appendix F on approximately 210 acres, more particularly described in Appendix C/Schedule C. A copy of the recorded Conservation Restriction shall be forwarded to the Department at the address listed in Paragraph 18 above, within 30 days of its filing. The Conservation Restriction on this parcel will allow for implementation of an Operations and Maintenance Plan that will be approved by the Department pursuant to the SOW and allow for the continued maintenance of the Restoration Projects upon their completion.
22. For each DCR to be recorded pursuant to this Settlement Agreement, BASF shall provide to the Department for its review and approval at the address provided at paragraph 18 the following:
  - a. a current preliminary assessment/site investigation report for the Preservation Area as per Subchapter 3 of the Technical Requirements for Site Remediation, N.J.A.C. 7:26E;

BASF may submit documentation indicating that historical work performed substantially complies with the regulatory requirements for conducting a preliminary assessment/site investigation;

- b. a current title search report;
- c. a survey package (the "Survey Package") consisting of but not limited to 10 copies of the site plan and 10 copies of a property description, with a reduced plan of the Parcel as depicted in the diagram attached hereto as Appendix C attached, prepared in accordance with New Jersey Green Acres, "Scope of Work for Professional Land Surveying," (found at: <http://www.nj.gov/dep/greenacres>); and
- d. a present condition report, which is part of the conservation easement (Appendix H).

23. BASF represents and agrees as follows:

- a. DCR Settlement Area 1 (Forested Parcel) shall include approximately 535 acres of forested land. DCR Settlement Area 1 is free from any easements, except those existing and confirmed in the title search report and Survey Package. Ground water remediation is ongoing. DCR Settlement Area 1 will support the intended uses of the property as described in Appendix I to this Agreement, and as determined by the Department will be protective of public health and safety and of the environment. The Department may require the use of institutional and (as deemed necessary) engineering controls based upon the intended use of the property.
- b. DCR Settlement Area 2 (Project Parcel) shall include approximately 255 acres of Restoration Projects. DCR Settlement Area 2 is free from any easements, except those existing and confirmed in the title search report and Survey Package. Ground water remediation is ongoing. When construction of the Restoration Projects is complete, DCR Settlement Area 2 will support the intended uses of the property as described in Appendix I to this Agreement, and as determined by the Department will be protective of public health and safety and of the environment. The Department may require the use of institutional and (as deemed necessary) engineering controls based upon the intended use of the property.
- c. DCR Settlement Area 3 (Retained Parcel) shall include approximately 210 acres of both Restoration Projects and forested land that BASF retains without future transfer. DCR Settlement Area 3 is free from any easements, except those existing and confirmed in the title search report and Survey Package. Ground water remediation is ongoing. While valuable for NRD, this area contains remediation features that were established under other regulatory obligations and for which BASF requires control and long-term restricted access. When construction of the Restoration Projects is complete, DCR Settlement Area 3 will support the intended uses of the property as described in Appendix I to this Agreement, and as determined by the Department will be protective of public health and safety and of the environment. The Department may require the use of institutional and engineering controls based upon the intended use of the property.

- d. As of the date of this Settlement Agreement, BASF is conducting site wide surface soil (0 to 2-feet below ground surface) sampling and analysis. These results will be compared to the Department's residential soil remediation standards for Areas 1 and 2 and the Approved ARS for Area 3 based on restricted use for the adult maintenance worker. Should the sampling results indicate the site is not in compliance with the Department's residential soil remediation standards in Areas 1 and/or 2, and the approved ARS for the adult maintenance worker in Area 3, BASF will:
- i. Implement institutional and (as deemed necessary) engineering controls acceptable to the Department that will ensure that the site is protective for applicable use;
  - ii. Modify the scope of work for the individual project(s) or propose a new project where institutional and (as deemed necessary) engineering controls can be implemented into the design of a project;
  - iii. Propose a new project location on-site where (a) an LSRP has evaluated the results of the sampling program referenced in Section 23.d and confirmed that the sampling results meet the Department's residential soil remediation standards or meet an Approved ARS, and (b) institutional and engineering controls, if required, can be implemented into the design of the project;
  - iv. If within 90 days the Department determines in its sole discretion that on-site institutional and (as deemed necessary) engineering controls cannot be implemented and that a new project cannot be performed on-site, BASF shall identify additional off-site NRD projects acceptable to the Department;
  - v. If after additional 90 days the Department determines in its sole discretion that a project cannot be performed on-site or off-site, BASF will satisfy its NRD liability for this particular project(s) area by a lump sum payment in the amount for the cost of the project(s) which shall be established by BASF and reviewed and approved by the Department.
24. Within sixty (60) days after the Effective Date of this Settlement Agreement, BASF shall provide to the Department for its review and approval the information identified in paragraph 22 for the Conservation Restriction on DCR Settlement Area 1.
25. Within thirty (30) days after completion of the Restoration Projects, BASF shall provide to the Department for its review and approval the information identified in paragraph 22 for the Conservation Restriction on DCR Settlement Area 2.
26. Within thirty (30) days after completion of the Restoration Projects, BASF shall provide to the Department for its review and approval the information identified in paragraph 22 for the Conservation Restriction on DCR Settlement Area 3.

## **SCOPE OF WORK**

27. BASF will perform the Restoration Projects described in the Scope of Work in Appendix B in accordance with the timeframes established in the SOW. The SOW describes the Restoration Projects and outlines the tasks needed to design, permit, and construct the Restoration Projects consisting of an integrated array of ecological service and uplift projects. Each project provides both near-term and long-term benefits to mitigate damages, including to the ecology and loss of human use. The Restoration Projects are designed to support future community and stakeholder passive and active recreational, interpretational, and educational uses of the Site. The Restoration projects shall take into consideration projected Climate Change projections. The Restoration Projects shall consist of the following inter-connected projects: Perched Wetland/Pond/Wooded Buffer; Environmental Education Center/ Dry Meadow / Wet Meadow; Grassland/Pollinator Habitat; Flood Plain/Wetland Enhancement; Grassland/Observation Platform; Pine Snake, Bat, and Turtle Conservation Project; Forest Restoration; Winding River Park Connection; and Uplifted Grassland/Pollinator Habitat/Solar Array.
28. Each of the Restoration Projects shall have its own timeline but BASF has committed to performing the work between 2023 and 2027, contingent on factors such as permit approvals. If for some reason one or more of the Restoration Projects identified in the SOW cannot be implemented, BASF shall prepare and present a suitable alternative project for the Department's consideration and approval within 60 calendar days of identifying that a specific project could not be executed.
29. BASF agrees that the terms reflected in this Settlement Agreement are premised on current and future compliance with all lawfully imposed requirements for remediation of discharges at the Contaminated Site, see paragraphs 6 and 23 above, and completion of the requirements of the Scope of Work (attached as Appendix B) and filing of the Deed Conservation Restrictions and other requirements of this Settlement Agreement. Failure to comply with these requirements may give rise to additional liability for Natural Resource Damages to the extent that the noncompliance increases the scope or duration of injuries to Natural Resources.

## **PROGRESS REPORTS**

30. BASF agrees to submit semi-annual progress reports beginning six months from the Effective Date of the Settlement Agreement to the Department at the address listed in paragraph 31 below until the Department has issued a Release pursuant to paragraph 33 of this Settlement Agreement. Each progress report shall include, but not be limited to, the following:
- A. identification of site and reference to this Settlement Agreement;
  - B. status of design, permitting and planning approvals and any work at the site and progress to date;
  - C. difficulties or problems encountered during reporting period and actions taken to rectify;
  - D. activities planned for the next reporting period;

- E. required and actual completion date for each item identified in the Settlement Agreement and SOW;
- F. an updated detailed schedule;
- G. an explanation of any delays; and
- H. evaluation of all corrective measures implemented to date.

### **NOTIFICATIONS**

31. Except as otherwise provided herein, all written communication between BASF and the Department shall be sent via regular mail and email to the following at the addresses specified below:

For the Department:

David Bean, Chief  
Office of Natural Resource Restoration  
Community Investment and Economic Revitalization  
New Jersey Department of Environmental Protection  
501 East State Street  
P.O. Box 420  
Mail Code 501-03  
Trenton, New Jersey 08625-0420  
Email: David.Bean@dep.nj.gov

For BASF:

Laura McMahan  
BASF Corporation  
227 Oak Ridge Parkway  
Toms River, NJ 08755  
laura.mcmahan@partners.basf.com

### **EXTENSIONS**

32. The parties recognize that, except for the payment required pursuant to paragraph 18, BASF may need additional time to complete any requirement contained in this Settlement Agreement or the SOW. In such an event, BASF shall communicate its request for additional time to the Department no less than 30 days in advance of the deadline. The Department may adjust the deadlines in the Settlement Agreement if the Department finds that BASF has taken all necessary actions to prevent or minimize the delay.

## COVENANT AND RELEASE

33. Within sixty (60) calendar days after the Department's determination that BASF has satisfied the requirements in paragraphs 33.a through 33.f of this Settlement Agreement, the Department will issue a Release to BASF, consistent with Appendix A (the "Release"), which is attached hereto and made a part hereof.
- a. BASF shall make payment to the Department per paragraph 18;
  - b. BASF shall record DCR Area 1 (Forested Parcel) per paragraph 19;
  - c. BASF shall construct the Restoration Projects per paragraph 27. If the Restoration Projects cannot be constructed per paragraph 23.d., BASF shall perform an alternative project or make a lump-sum payment, as agreed to by the Department, as described in 23.d.ii-v.;
  - d. BASF shall record DCR Area 2 (Project Parcel) per paragraph 20;
  - e. BASF shall record DCR Area 3 (Retained Parcel) per paragraph 21; and
  - f. BASF shall establish a funding source as per paragraph 60.
34. When fully executed, this Settlement Agreement will constitute an administratively approved settlement for the settled Natural Resource Damages. With the exception of the reservation in paragraph 16 above, BASF has resolved its liability for the Natural Resource Damages to the Department.
35. In accordance with N.J.S.A. 58:10-23.11e2, on December 5, 2022, the Department published notice of this Settlement Agreement in the New Jersey Register and on the Department's website, and arranged notice, as described in the following paragraph, to other potentially responsible parties. The following information was included in such notice:
- a) the name and location of the Site;
  - b) the name of the Settling Party;
  - c) a summary of the terms of this Settlement Agreement; and
  - d) that there are 30 days to comment on this proposed Settlement Agreement.
36. The Department has also arranged for written notice of the Settlement Agreement to all other potentially responsible parties of whom the Department had notice.
37. Upon conclusion of the 30-day comment period set forth in paragraph 35 above, the Department will notify BASF that:
- a) the Department received no comments that disclosed facts or considerations that indicated to the Department, in its sole discretion, that the Settlement Agreement was inappropriate, improper, or inadequate;
- OR
- b) the Department received comments that disclosed facts or considerations that indicated to the Department, in its sole discretion, that the Settlement Agreement



required amendment and the Department provided BASF with the specifics of those amendments and provided BASF with a Settlement Agreement incorporating the amendments.

38. In any subsequent administrative or judicial proceeding initiated by the Department for injunctive relief, recovery of costs and/or damages, or other appropriate relief concerning the Site, BASF shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, the entire controversy doctrine or other defenses based upon any contention that the claims the Department raises in the subsequent proceeding were or should have been brought in this case; provided, however, that nothing in this paragraph affects the enforceability of the covenants set forth in this Settlement Agreement.

### **APPENDICES**

39. The following appendices are attached to and incorporated into this Settlement Agreement:

- a) "Appendix A" is the Model Release;
- b) "Appendix B" is the Scope of Work;
- c) "Appendix C" is a description of the Preservation Acreage, including Schedule A, with a metes and bounds description of the Forested Parcel/DCR Settlement Area 1 and including a survey, and Schedule B with a metes and bound description of the Project Parcel/DCR Settlement Area 2 and including a survey, and Schedule C with a metes and bounds description of the Retained Parcel/DCR Settlement Area 3 and including a survey;
- d) "Appendix D" is the Model Deed Conservation Restriction for the Forested Parcel;
- e) "Appendix E" is the Model Deed Conservation Restriction for the Project Parcel;
- f) "Appendix F" is the Model Deed of Conservation Restriction for the Retained Parcel;
- g) "Appendix G" is a tax map of the BASF site;
- h) "Appendix H" is the model Present Condition Report; and
- i) "Appendix I" is the Uses for the Toms River NRD Site.

### **GENERAL PROVISIONS**

40. If BASF fails to comply with paragraphs 18, 27, 28, and 29 above, the Department reserves its right to terminate this Settlement Agreement, withdraw its offer to settle the Natural Resource Damages as provided herein, not issue a release, and pursue any other actions.
41. Nothing in this Settlement Agreement, including the Department's issuance of the Release pursuant to paragraph 33 above, shall impact BASF's obligation to comply with all applicable laws and legally enforceable requirements with respect to the remediation of the Contaminated Site, including, to the extent applicable, the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), the Technical Requirements for Site Remediation

(N.J.A.C. 7:26E) and any other order entered into with the United States Environmental Protection Agency.

42. Nothing in this Settlement Agreement shall modify, waive, or impair any rights or defenses that BASF may have with respect to the remediation of the Contaminated Site.
43. The Department reserves, and this Settlement Agreement is without prejudice to, all rights against BASF concerning all matters not addressed in this Settlement Agreement, and to which BASF reserves all rights and defenses.
44. Nothing in this Settlement Agreement shall be construed as precluding the Department from taking any action it deems necessary or appropriate to protect the public health and safety and the environment, and to enforce the environmental laws of the State of New Jersey to the extent not inconsistent with this Settlement Agreement or any Release issued hereunder.
45. Nothing in this Settlement Agreement shall restrict the ability of the Department to raise or make the above findings in any other proceeding to the extent not inconsistent with this Settlement Agreement.
46. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Settlement Agreement.
47. BASF agrees not to contest (a) the authority or jurisdiction of the Department to enter into this Settlement Agreement, and (b) the terms or conditions hereof, except that BASF does not waive its right to contest the interpretation or application of such terms and conditions in an action or proceeding brought by the Department to enforce this Settlement Agreement.
48. This Settlement Agreement shall be fully enforceable as an Order in the New Jersey Superior Court pursuant to the Department's statutory authority.
49. No modification or waiver of this Settlement Agreement shall be valid except by written amendment to this Settlement Agreement duly executed by BASF and the Department.
50. BASF acknowledges that it has no right to an administrative hearing concerning the entry of this Settlement Agreement.
51. This Settlement Agreement shall be governed and interpreted under the laws of the State of New Jersey.
52. This Settlement Agreement shall be binding, jointly and severally, on BASF, its successors, assignees and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity. No change in the ownership or corporate status of any party or the ownership of the Site shall alter any party's responsibilities under this Settlement Agreement.

53. All obligations are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and the protection of public health, safety, welfare, and the environment.
54. BASF shall give written notice of this Settlement Agreement to any successor in interest thirty (30) calendar days prior to transfer of ownership or control of the properties which are the subject of this Settlement Agreement and shall simultaneously notify the Department that such notice has been given. Written approval shall be required prior to any transfer of ownership or control of the properties. This requirement shall be in addition to any other statutory or regulatory requirements arising from the transfer of ownership or control of BASF's property. In addition, the parties agree that any contract, lease, deed or any other agreement that BASF enters into to convey the property that is the subject of this Settlement Agreement shall include a provision which states that the successor, assignee, tenant or purchaser has the financial and technical ability to assume the obligations imposed by this Settlement Agreement and has expressly agreed to assume the obligations except to the extent those obligations are expressly retained by BASF. Further, the parties agree that any contract, lease, deed or any other agreement that BASF enters into to convey ownership or control of the property that is the subject of this Settlement Agreement shall include an express provision which states that if the successor, assignee, tenant, or purchaser fails to comply with any obligations imposed by this Settlement Agreement, after being provided thirty (30) days to cure such failure, all rights, title, interests, possession, and ownership of the property shall be conveyed and assigned to NJDEP. Upon conveyance and assignment to NJDEP, BASF shall continue any remaining maintenance obligations, as outlined in paragraph 60, and any other remaining obligations under this Settlement Agreement.
55. Upon receipt of a written request by the Department, BASF shall submit or make available to the Department all information BASF has concerning the Site, including data, technical records, and contractual documents.
56. This Settlement Agreement may be signed and dated in any number of counterparts, each of which shall be an original, and such counterparts shall together be one and the same Settlement Agreement. Signatures may be executed and delivered electronically and shall be deemed to be original signatures.
57. The Effective Date of this Settlement Agreement shall be upon the execution of this Settlement Agreement by the Department and BASF.
58. Nothing in this Settlement Agreement shall prevent BASF from being eligible to receive additional NRD credit for additional ecological uplift or other enhancements that BASF may conduct on the Forested Parcel, so long as such enhancements are consistent with the conservation easement (Appendix D) and subject to Department review and approval.
59. The undersigned representative of BASF certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind BASF to this Settlement Agreement.

60. Maintenance Obligations: Within sixty (60) days after acceptance of the completion of the Restoration Projects in accordance with SOW section 3.6.5, BASF shall establish a source of funding that is satisfactory to the Department in an amount that is adequate to ensure funding of the Operation and Maintenance of the Restoration Projects, per the SOW, for a period of ten (10) years. BASF shall annually review the amount of funding and the remaining maintenance obligations and, if any shortage is expected, shall make the necessary increase and notify the Department of same.

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**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Shawn LaTourette, Commissioner  
New Jersey Department of Environmental Protection

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David E. Haymes, Administrator  
New Jersey Spill Compensation Fund

**BASF CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name Signed Above

\_\_\_\_\_  
Title

**APPENDIX A**

**RELEASE**

**IN THE MATTER OF** :  
**THE CIBA GEIGY SITE** :  
**PROGRAM INTEREST NO. 009044** : **NATURAL RESOURCE DAMAGES**  
: :  
**AND** : :  
: :  
**BASF CORPORATION** : **RELEASE**

1. BASF Corporation is a corporation incorporated in the State of New Jersey, with its principal offices at 100 Park Avenue, Florham Park, NJ 07932 (“BASF”).

2. The discharges that are the subject of this Natural Resource Damages Settlement Agreement (hereinafter "Settlement Agreement") occurred at the former Ciba Geigy site, 277 Oak Ridge Parkway, Toms River Township, Ocean County, New Jersey also designated as Block 411, Lot 6.01; Block 411, Lot 6.02; Block 411, Lot 6.03; and Block 409, Lot 62 on the Tax Map of Toms River Township (hereinafter, “Site”).

3. The Department of Environmental Protection, the Commissioner of the Department of Environmental Protection, and the Administrator of the New Jersey Spill Compensation Fund (hereinafter "the Department") and BASF entered into a Natural Resource Damages Settlement Agreement that became effective on \_\_\_\_\_ to resolve BASF’s potential natural resource damage liability to the State of New Jersey as described therein (hereinafter, “Settlement Agreement”).

4. BASF has complied with the Settlement Agreement.

5. "Natural Resources" as used in this Natural Resource Damages Release includes all land, fish, shellfish, wildlife, biota, air, waters and other such resources owned, managed, held in trust or otherwise controlled by the State.

6. "Natural Resource Damages" as used in this Natural Resource Damages Release includes all claims the Department may have now or in the future arising from discharges at the Site that occurred prior to the Effective Date of the Settlement Agreement and that are recoverable by the Department as natural resource damages for injuries to Natural Resources under the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Oil Pollution Act, 33 U.S.C. §§ 2701 et seq., the Clean Water Act, 33 U.S.C. §§ 1251 et seq., the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., or any other state or federal common law, statute, or regulation, and include:

(a) The costs of assessing injury to Natural Resources, the Department’s Office of Natural Resource Restoration’s costs, attorneys’ fees, consultants’ and experts’

fees, other litigation costs, and interest, incurred prior to the Effective Date of this Settlement Agreement; and

(b) The compensation for the lost value of, injury to, or destruction of Natural Resources.

7. Natural Resource Damages do not include, however:

(a) Compliance with any statutory or regulatory requirement that is not within the definition of Natural Resource Damages;

(b) Any applicable requirements to remediate the Contaminated Site including the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) and any remediation requirements imposed by the Department or the EPA; or

(c) BASF's continuing obligation to pay the Department's fees and oversight costs determined pursuant to N.J.A.C. 7:26C-4, incurred after the Effective Date of this Settlement Agreement.

8. The Department fully and forever releases, covenants not to sue, and not to otherwise take administrative action against BASF and its corporate officers, directors, employees, predecessors, parents, successors, and subsidiaries, for any and all of the Department's causes of actions for Natural Resource Damages arising from discharges at or from the Site.

9. The Department reserves, and this Release is without prejudice to, all rights against BASF concerning all matters not addressed in this Release and the Settlement Agreement, and to which BASF reserves all rights and defenses.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Shawn LaTourette, Commissioner

New Jersey Department of Environmental Protection

**APPENDIX B**  
**SCOPE OF WORK**

DRAFT

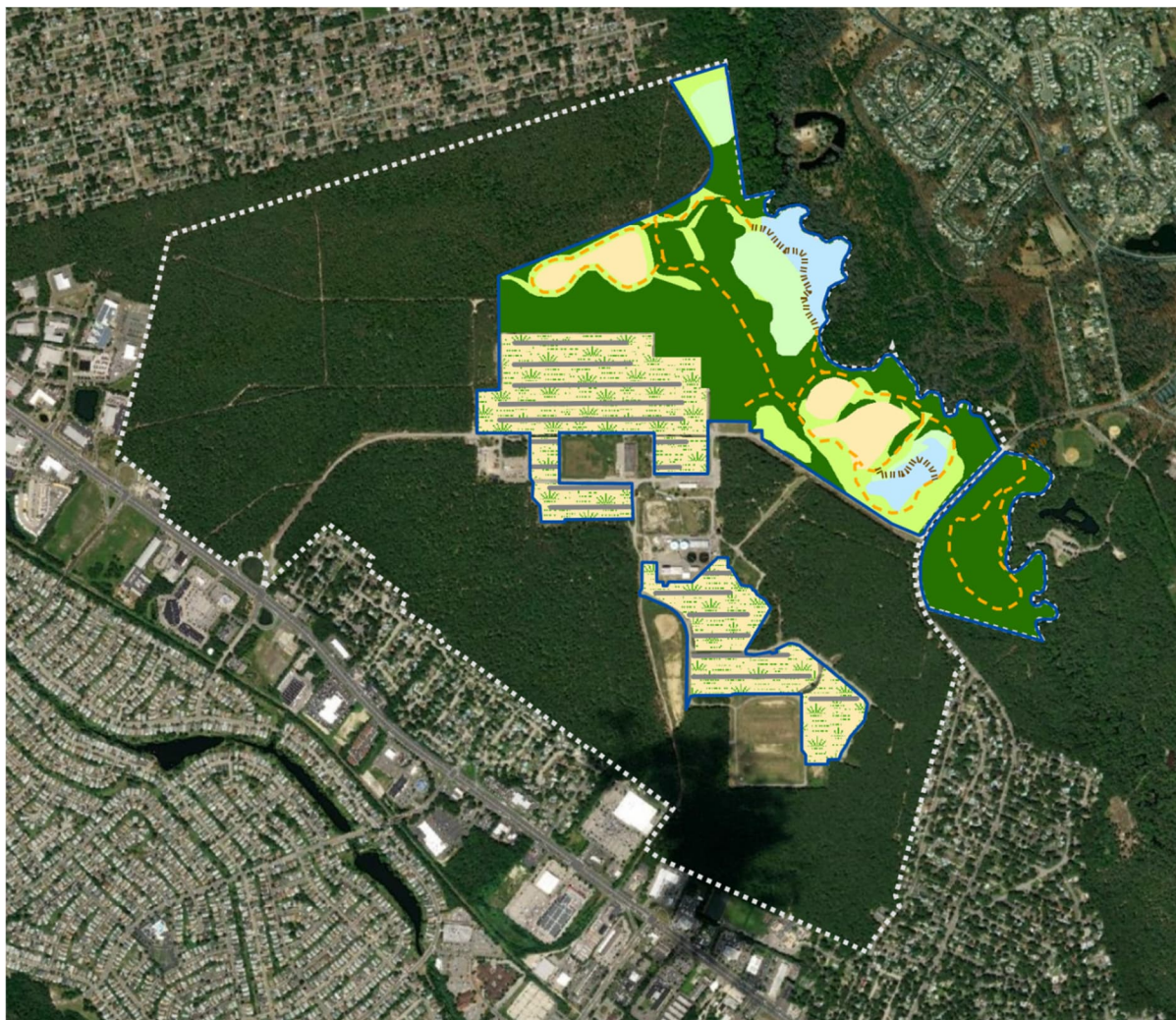
# Scope of Work

Natural Resource Damage Mitigation Program

Ciba-Geigy Superfund Site, Toms River, Ocean County NJ

Prepared for BASF Corporation

August 26, 2022





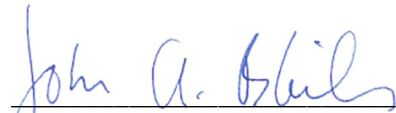
# Scope of Work

Natural Resource Damage Mitigation Program

Ciba-Geigy Superfund Site, Toms River, Ocean County NJ

Prepared for BASF Corporation

August 26, 2022



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Prepared By: John A. Bleiler  
Certified Senior Ecologist



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Reviewed By: Bruce Bayne, Senior Ecologist

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## List of Acronyms

AECOM	AECOM Technical Services, Inc.
ADAAG	Americans with Disabilities Act of 1990 (42 U.S.C § 1210 et seq.), Accessibility Guidelines
BASF	BASF Corporation
DCR	Deed of Conservation Restriction
IP	individual permit
LEED	Leadership in Energy and Environmental Design
NJ	New Jersey
N.J.A.C.	New Jersey Administrative Code
NJDEP	New Jersey Department of Environment Protection
NJPDES	New Jersey Pollution Discharge Elimination System
NRD	natural resources damage
O&M	Operations and Maintenance
PMP	Project Management Plan
QA	quality assurance
SOW	Scope of Work
UFAS	Uniform Federal Accessibility Standards

## 1. Introduction

This Scope of Work (SOW) has been prepared on behalf of BASF Corporation (BASF) to describe a program to be performed in order to compensate the State of New Jersey for the natural resource damage (NRD) losses from historical operations at the Ciba-Geigy Toms River Superfund Site (the “Site”), Toms River, Ocean County, New Jersey (NJ). The Site is generally depicted in Figure 1 and includes the aerial extent of any contamination that may have migrated.

BASF will enter into a Natural Resource Damages Settlement Agreement (“Settlement”) to address natural resource damages (“Damages”) as that term is defined in the Settlement Agreement. The obligations of BASF under the Settlement are twofold:

1. BASF will establish a conservation easement on approximately, 1,000 acres of the Site. A draft conservation easement will be attached as an Exhibit to the Settlement.
2. Perform the work described in this SOW (hereinafter “NRD Projects”).

This SOW describes the NRD Projects and outlines the tasks needed to design, permit, and construct the NRD Projects consisting of an integrated array of ecological service and uplift projects. Each project provides both near-term and long-term benefits to mitigate damages, including to the ecology and loss of human use. The NRD Projects described herein have been designed to support future community and stakeholder passive and active recreational, interpretational, and educational uses of the Site.

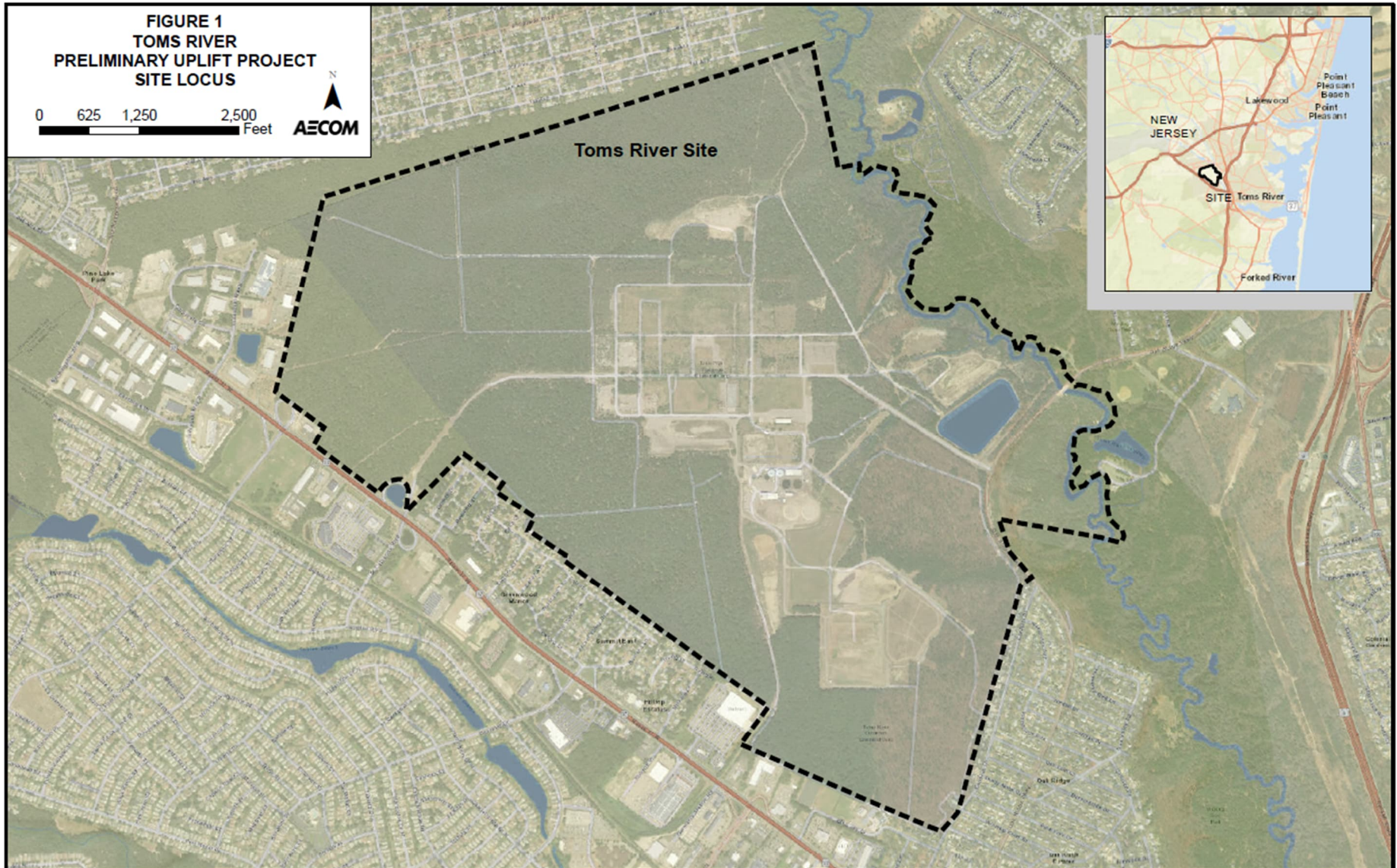
The NRD Projects consist of the following inter-connected projects:

- **Program Element 1:** Perched Wetland/Pond/Wooded Buffer (~25 acres, including ca. 12 acres wetland/aquatic environment)
- **Program Element 2:** Environmental Education Center/ Dry Meadow / Wet Meadow (~9 acres)
- **Program Element 3:** Grassland/Pollinator Habitat (~4 acres)
- **Program Element 4:** Flood Plain/Wetland Enhancement (~27 acres)
- **Program Element 5:** Grassland/Observation Platform (~8 acres)
- **Program Element 6:** Pine Snake, Bat, and Turtle Conservation Project (~400 acres)<sup>1</sup>
- **Program Element 7:** Forest Restoration (~5 acres)
- **Program Element 8:** Winding River Park Connection (~42 acres)
- **Program Element 9:** Uplifted Grassland/Pollinator Habitat/Solar Array (~120 acres)

A conceptual overview of the nine inter-connected ecological uplift projects comprising the NRD Projects is provided in Figure 2. The Deed of Conservation Restriction (DCR) areas are shown on Figure 3. Further details regarding ecological uplift and human use benefits are described in in Section 2. Section 3 describes the design, construction completion, and certification process that will be followed to assure the New Jersey Department of Environment Protection (NJDEP) that the program will meet its goals, Section 4 describes permitting and regulatory compliance, and Section 5 presents a preliminary timeline for implementation of the NRD Projects.

<sup>1</sup> Program Element 6 includes the combined acreage of Program Elements 1 through 9 (241 acres) as well as approximately 160 additional publicly accessible acres in the vicinity of these Program Elements, as depicted in Figure 2

Figure 1 Site Locus Map





**Figure 2 Overview of NRD Program Elements**

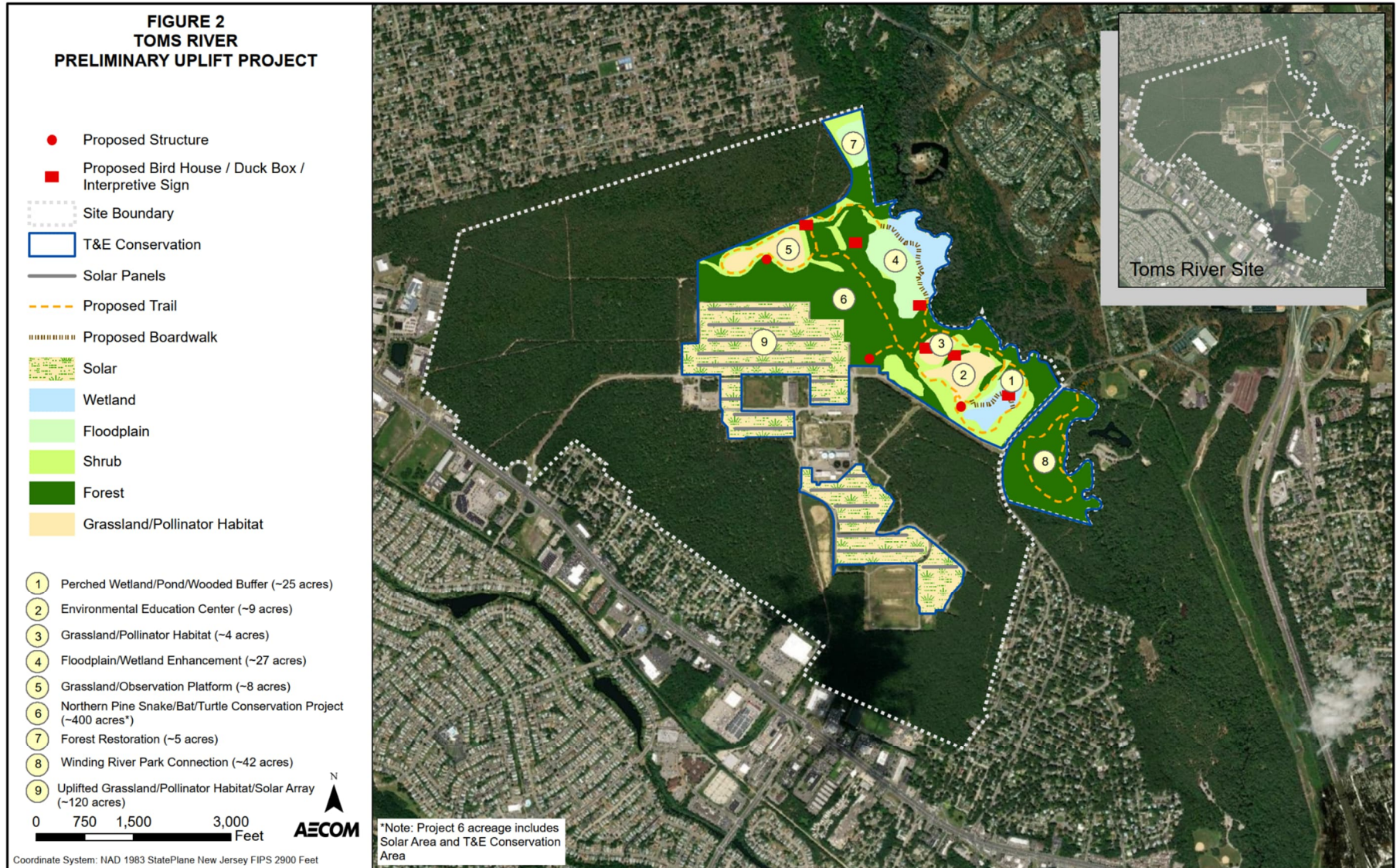
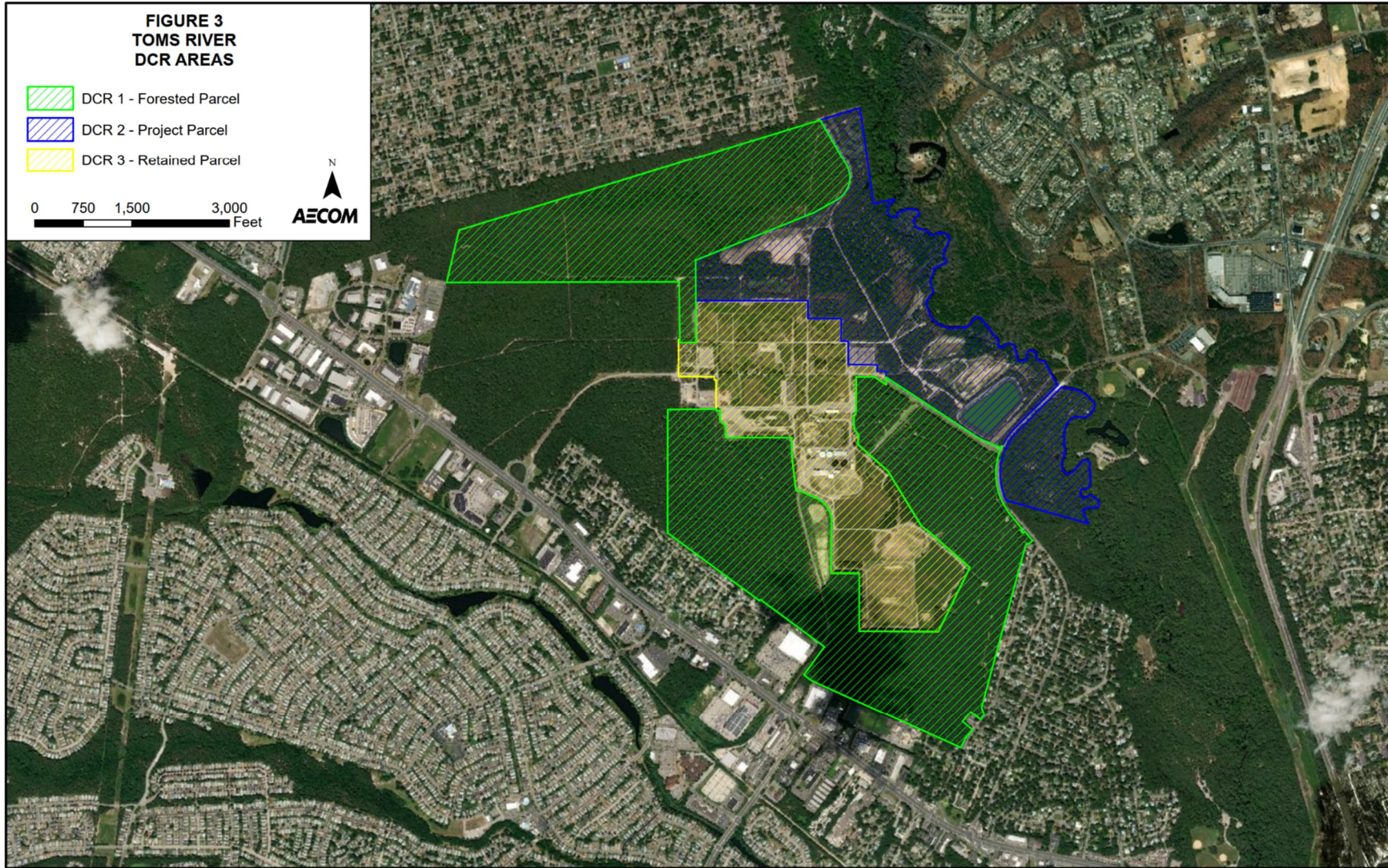




Figure 3 Deed of Conservation Restriction Areas



## 2. NRD Project Elements: Ecological Uplift Projects

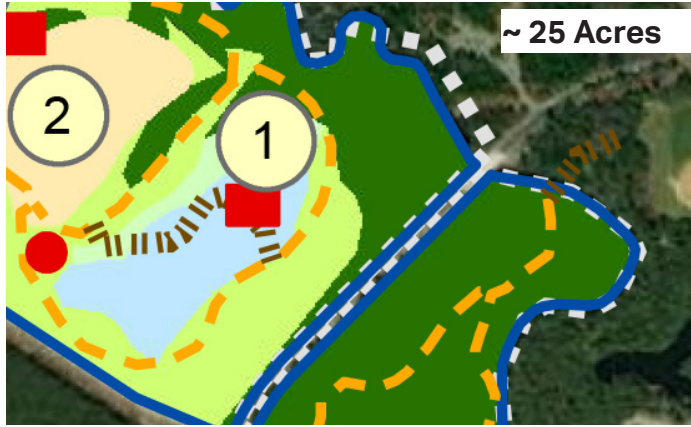
As described throughout this SOW and summarized in Table 1, the programmatic elements provide substantive ecological and human use services both in the short and long-term, and provide linkage to off-Site and on-Site restoration, recreational, and education opportunities. Furthermore, the landscape improvement projects, coupled with the construction of a Leadership in Energy and Environmental Design (LEED) -certified on-Site Nature Center, provide an ideal opportunity to showcase green and sustainable remediation, park, and nature center construction.

Table 1 provides elements of the basis for design for the nine projects that comprise the NRD Projects for the Site. The table, which is cross-indexed to Figure 2, delineates the approximate size (acreage) of each named project, provides a description of key ecological uplift and human use benefits, and itemizes attributes which will benefit threatened and endangered species at the Site. These elements establish the goals for each project that will inform the design process described in Section 3.



Table 1. NRD Program Elements

# 1. PERCHED WETLAND/POND/WOODED BUFFER



## CONCEPTUAL DESCRIPTION OF ELEMENT ATTRIBUTES

1. **Open Water Limnetic Zone:** deep aquatic environment with complex substrate, fisheries, and submerged habitat
2. **Shallow Water Littoral Zone:** diverse submerged aquatic vegetative community including aquatic bed, emergent and mud flat habitats
3. **Palustrine Emergent Marsh Wetlands:** integrated pit and hummock microtopography forming assorted habitat complexity
4. **Palustrine Scrub/shrub Wetlands:** fringe ecotone providing corridors of dense cover connecting low emergent to forested transition/uplands.
5. **Stream Watercourses:** inter-woven and braided flow through created wetland with diverse benthic substrates/ hydrology
6. **Transitional Buffer:** forested, successional, and herbaceous communities forming complex blends of open and dense cover systems connecting adjacent habitats
7. **Public Connectivity:** ADA accessible trail, viewing / interaction platforms, boardwalk, blinds, and interpretive kiosks to engage, encourage participation, and educate stakeholders

## ECOLOGICAL BENEFITS

This complex wetland (ca. 12 of 25 acres) and forested buffer system will provide an extensive suite of ecological and ecosystem services, resulting in ecological continuity with the Toms River corridor. Attributes include:

- **Diverse aquatic resources** providing forage, nesting, and cover habitat for fish, amphibians, benthic macroinvertebrates, and waterfowl.
- **Complex wetland habitats** and resources for wildlife habitat, providing water quality and air quality benefits, floodwater desynchronization, sediment and nutrient retention and export functions.
- **Threatened & Endangered Species habitat and cover** and increased connectivity of adjacent natural lands and site conservation area.
- **Wetland transition area** functions for cover, nesting, and rearing habitat, buffering capability between the Toms River, the upland buffer, and the ca. 12 acre created wetland system.



## HUMAN USE BENEFITS

Located in proximity to the main entrance to the Site, this project will serve as one of several gateway projects. Human use benefits are extensive:

- The **wetland complex trail and boardwalk** will provide that initial linkage to passive and active recreational opportunities (e.g., hiking, birding).
- **Special access focus** for handicap/disability stakeholders in certain designated areas.
- **Education programs for children and adult** stakeholders connected with Element 2,
- **Aesthetic benefits** of reestablishment of complex natural systems integrated community access and planned aesthetics.



## CONCEPTUAL RENDERING

Existing

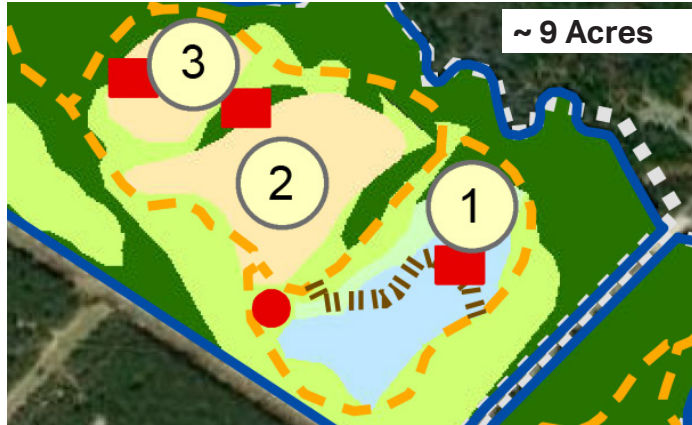


Proposed



Table 1. NRD Program Elements (continued)

## 2. ENVIRONMENTAL EDUCATION CENTER/GRASSLAND/MEADOW



### CONCEPTUAL DESCRIPTION OF ELEMENT ATTRIBUTES

- 1. LEED Certified Education Center:** designed to encourage stakeholder involvement with collaboratively developed educational and interpretive programs focused on NJ Pine Barren ecology, green and sustainable environmental practices, and sustainable management. Site-specific research monitoring, ADA accessible, extension of trails and interpretive learning opportunities
- 2. Grassland Habitat:** expansion/enhancement of this regionally important and critical cover type for threatened and endangered bird, reptile, and plant species known to exist on site.
- 3. Wet Meadow:** extension of transitional wetland and meadow habitats from Element 1. Sloped wet herbaceous habitats with patches of scrub/shrub clusters leading into broader grassland cover.
- 4. Pollinator Gardens:** integrated with grassland and meadow habitats. Accessible for education purposes. Patches that highlight the diversity of native pollinator plant species, the range of inter-dependant fauna, and the beneficial ecosystem services provided.
- 5. Public Connectivity:** ADA accessible trails where applicable, viewing / interaction platforms, blinds, and interpretive kiosks to engage, encourage participation, and educate stakeholders

### ECOLOGICAL BENEFITS

Establishment and enhancement of this transitional mosaic of wet-to-dry cover types will provide abundant ecosystem services and benefits. These include, but are not limited to:

- **Expansive grassland habitats** providing forage, nesting, and cover habitat for grassland dependant songbirds and other avian species that require open cover (e.g., Short-Eared Owls, American Kestrel, Common Nighthawk). Other wildlife that will benefit include reptiles (e.g. lizards, snakes), soil invertebrates, and small and large mammals.
- **Transitional wetlands** and resources providing wildlife including amphibian forage and cover habitat, water quality and air quality benefits, groundwater recharge, floodwater desynchronization, sediment and nutrient retention and export functions.
- **Threatened & Endangered Species** habitat and cover.
- **Pollinator cover** – supporting the recovery of native and beneficial pollinator insects and bird species.



### HUMAN USE BENEFITS

The Environmental Education Center is strategically positioned near the entrance to the Site and presents the most concentrated human use benefits as the information hub for the three gateway projects (1-3). Human use benefits are extensive:

- **Education Center** will continue to provide student programs focused on facilitating understanding of Pine Barren ecology and linkage between various terrestrial and aquatic cover types; natural processes and importance of wildlife interactions; industry leading sustainable site closure and land management practices, sustainable development, solar technology at industry scale, among others.
- **Extension of trail network,** linkage to passive and active recreational opportunities (e.g., hiking, birding).
- **Special access focus** for handicap/disability stakeholders in certain designated areas.
- **Aesthetic benefits,** enjoyment of community access to complex natural systems.



### CONCEPTUAL RENDERING

Existing



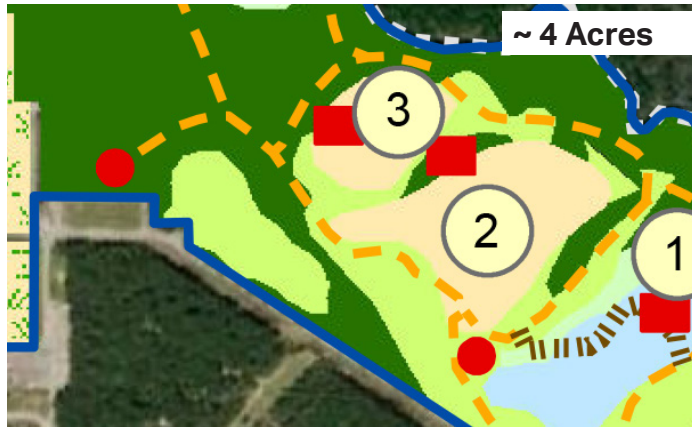
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Table 1. NRD Program Elements (continued)

### 3. GRASSLAND/POLLINATOR HABITAT



#### ECOLOGICAL BENEFITS

Establishment and enhancement of this grassland habitat provides near continuous connectivity with more expansive grasslands with Element 9 and an important open space leading to Toms River riparian zone. The project will further restore the site setting to native habitat and in so doing, extend natural connections within the Toms River corridor. Associated ecosystem services and benefits include, but are not limited to:

- **Expansive grassland habitats** provide resilient drought tolerant habitat that facilitates infiltration for stormwater, soil development and erosion prevention with deep rooted native plants. Extension of forage, nesting, and cover habitat for grassland dependant songbirds and other avian species that require open cover. Habitat for insects, reptiles, soil invertebrates, and small and large mammals.
- **Threatened & Endangered Species habitat and cover** especially for grassland songbirds (e.g., Grasshopper Sparrow) and reptiles (Northern Pine Snake).
- **Pollinator cover** – supporting the recovery of native and beneficial pollinator insects and birds.



#### HUMAN USE BENEFITS

This extension of the gateway projects provides easy access and direct link to the Environmental Education Center Human use benefits are extensive:

- **Extension of trail network**, where visitor stakeholders can observe the complexity of Pine Barren ecology and linkage between various terrestrial and cover types; natural processes; grassland and riparian edge wildlife interactions. Connections to passive and active recreation opportunities (e.g., hiking, birding).
- **Special access focus** for handicap/disability stakeholders in certain designated areas.
- **Aesthetic benefits**, enjoyment of community access to complex natural systems.



#### CONCEPTUAL DESCRIPTION OF ELEMENT ATTRIBUTES

- 1. Grassland Habitat:** extension and enhancement of this regionally important and critical cover type for threatened and endangered bird, reptile, and plant species known to exist on site. Expansion and linkage from Element 2, Environmental Education Center. Broad dry grassland and herbaceous habitats connecting to successional fringe/ edge along forested Toms River riparian zone. Grassland corridor towards solar grasslands to the west (Element 9)
- 2. Pollinator Gardens:** integrated and blended with grassland habitats. Accessible for education purposes. Patches that highlight the diversity of native pollinator plant species, the range of inter-dependant fauna, and the beneficial ecosystem services provided.
- 3. Public Connectivity:** easily accessible gateway project potentially with ADA accessible trails, viewing / interaction platforms, bird / wildlife viewing blinds, and interpretive kiosks to engage and encourage participation and educate stakeholders

#### CONCEPTUAL RENDERING

Existing

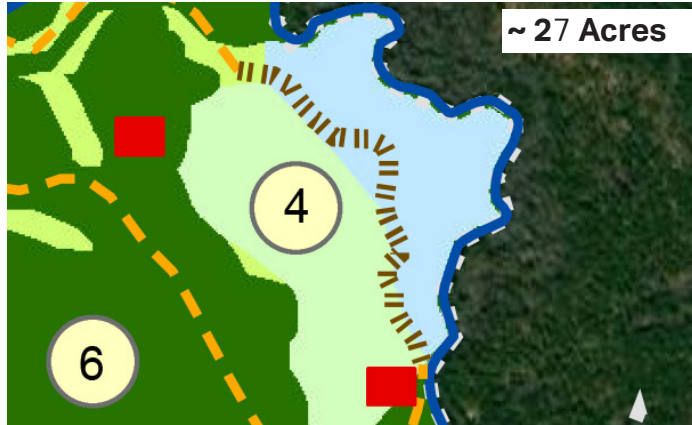


Proposed



Table 1. NRD Program Elements (continued)

## 4. FLOODPLAIN/WETLAND ENHANCEMENT



### CONCEPTUAL DESCRIPTION OF ELEMENT ATTRIBUTES

- 1. Toms River Riparian Zone:** Forested and scrub buffer complex b/w riverine and terrestrial habitats
- 2. Forested Wetlands:** floodplain with hydrologic input from overbank flood events and upland contributions. Closed and open canopy wetland resources with tiered structural complexity and niche habitats
- 3. Vernal Habitats:** critical seasonal aquatic resources for amphibians, specialized invertebrate and plants
- 4. Palustrine Emergent Marsh Wetlands:** integrated pit and hummock microtopography forming assorted habitat complexity
- 5. Palustrine Scrub/shrub Wetlands:** establish fringe ecotone providing corridors of dense cover connecting low emergent to forested transition/uplands.
- 6. Transitional Buffer:** successional and herbaceous communities forming complex blends of open and dense covers connecting adjacent habitats
- 7. Public Connectivity:** expanded trail networks, viewing / interaction platforms, boardwalk, blinds, and interpretive kiosks to engage, encourage participation, and educate stakeholders

### ECOLOGICAL BENEFITS

Restoration and enhancement of this complex wetland and buffer system will be designed to provide an extensive suite of ecological and ecosystem services. These include, but are not limited to:

- **Diverse aquatic resources** providing forage, nesting, and cover habitat from predators for amphibians, benthic macroinvertebrates, waterfowl, and riparian dependent species.
- **Complex wetland habitats** and resources for wildlife habitat, providing water quality and air quality benefits, floodwater desynchronization and storage, sediment and nutrient retention, soil conservation and export functions.
- **Threatened & Endangered Species** habitat and cover for reptile, amphibian, bird, and plants known to be present on-site or within the region.
- **Wetland transition area** functions for cover, nesting, and rearing habitat, buffering capability between upland and aquatic resources.



### HUMAN USE BENEFITS

An extensive tract of riparian forest and mixed habitat – this project is connected with the Site trail system and provide substantial recreation and education opportunities in addition to infrastructure protection services. Human use benefits are extensive:

- **Flood water desynchronization** protecting downstream property and infrastructure,
- The **trail and boardwalk** will provide that expansion of passive and active recreational opportunities (e.g., hiking, birding).
- **Special access focus** for handicap/disability stakeholders where applicable (in certain designated areas).
- **Education program connections** and informational displays/learning engagements along trails.
- **Aesthetic benefits** of reestablishment of complex natural systems integrated community access and planned aesthetics.



### CONCEPTUAL RENDERING

#### Existing



#### Proposed





Table 1. NRD Program Elements (continued)

## 5. GRASSLAND/OBSERVATION PLATFORM



### ECOLOGICAL BENEFITS

Establishment and enhancement of this grassland habitat provides near continuous connectivity with more expansive grasslands with Element 9 and an important terrestrial ecotone. Associated ecosystem services and benefits include, but are not limited to:

- **Expansive grassland habitats** provide resilient drought tolerant habitat that facilitates infiltration for stormwater, soil development and erosion prevention with deep rooted native plants. Extension of forage, nesting, and cover habitat for grassland dependant songbirds and other avian species that require open cover. Habitat for insects, reptiles, soil invertebrates, and small and large mammals.
- **Threatened & Endangered Species habitat and cover** especially for grassland songbirds (e.g., Grasshopper Sparrow, Savannah Sparrow) and reptiles (Northern Pine Snake).
- **Pollinator cover** – supporting the recovery of native and beneficial pollinator insects and bird species.



### CONCEPTUAL DESCRIPTION OF ELEMENT ATTRIBUTES

1. **Grassland Habitat:** extension and enhancement of this regionally important and critical cover type for threatened and endangered bird, reptile, and plant species known to exist on Site. The inclusion of this habitat provides an extensive patch of grassland habitat closely aligned with similar and expansive lands in Element 9.
2. **Pollinator Gardens:** integrated and blended with grassland habitat, particularly along the public trail network. Accessible for education purposes. Patches that highlight the diversity of native pollinator plant species, the range of inter-dependant fauna, and the beneficial ecosystem services provided.
3. **Public Connectivity:** project includes trail linkages to other Program elements, bird / wildlife viewing blinds, and interpretive kiosks to immerse participants in the experience and provide a sense on the importance of each Pine Barrens habitat
4. **Observation Platform:** easily accessible viewing and interaction platform with lower and elevated decks. Enabling expanded views of restored grasslands and Pine Barrens forest communities. Unique vantage point providing novel education opportunities. Exceptional bird / wildlife viewing and interpretive kiosks to engage and encourage participation and educate stakeholders.

### HUMAN USE BENEFITS

This project provides additional access to the trail network and a unique elevated observation platform. Human use benefits are extensive

- **Extension of trail network**, where visitor stakeholders can observe the complexity of Pine Barren ecology and linkage between various terrestrial cover types, natural processes, grassland and edge wildlife interactions. Connections to passive and active recreation opportunities (e.g., hiking, birding).
- **Unique Observation Platform**, providing multiple levels for viewing and interaction with restored grasslands, edge ecotones, and Pine Barren forest wildlife and plant communities.
- **Education Center Connectivity**, with integration and sharing of research and learning opportunities.
- **Aesthetic benefits**, community access to complex natural systems, immersion in nature from unique elevated vantage points.



### CONCEPTUAL RENDERING

Existing

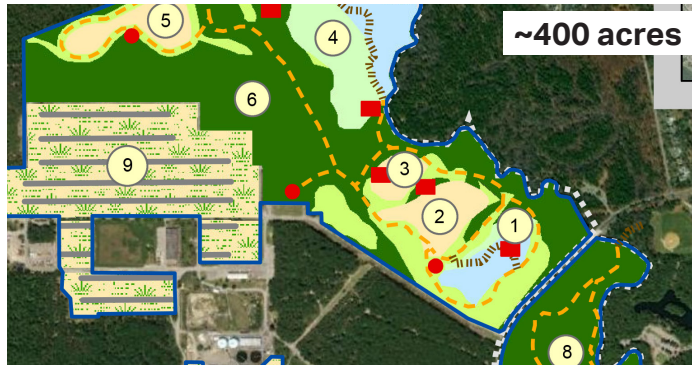


Proposed



Table 1. NRD Program Elements (continued)

## 6. NORTHERN PINE SNAKE, BAT, AND TURTLE CONSERVATION PROJECT



### CONCEPTUAL DESCRIPTION OF ELEMENT ATTRIBUTES

- 1. Rare, Threatened & Endangered Habitat Conservation:** Conservation of lands used by rare and T&E species is critical in supporting important Pine Barrens species. Program Element 6 encompasses the combined acreage of Program Elements 1 through 9 (240 acres) as well as approximately 160 additional publicly accessible abutting forested acres in the vicinity of these Program Elements, as depicted in Figure 2. The Project 6 objective is to enhance all 400 acres to support conservation of pine snakes, bats, and turtles. This Program element along the Toms River corridor will benefit T&E species and other species of special concern. This project will focus on research and implementation of conservation measures that consider the entire Project areas, the adjacent land uses, and connectivity's within the Toms River corridor ecosystem.
- 2. Nesting and Forage Habitat Management:** BASF will engage academic expertise to research and help determine what land preservation/conservation/habitat elements would best benefit the T&E species at the Site. This project will assess and develop management actions to retain / restore / establish habitats for species such as Northern Pine Snake, Little Brown Bat, Pine Barrens Tree Frog, Eastern Box Turtle and other T&E and species of concern. Grassland and open forest tracts are important forage habitat and will also be managed accordingly.
- 3. Hibernacula Preservation & Management:** winter hibernacula have been identified as limited resources. Establishment of artificial hibernaculum has been shown to be an effective management tool to support T&E species. The project will explore the use of constructed hibernaculum designed to support resource limited species that occur within the area.

### ECOLOGICAL BENEFITS

The Northern Pine Snake is a listed threatened species documented on the site. Similarly, Eastern Box Turtle and multiple bats are species of special concern. Additional conservation and management practices can provide substantial benefits for these species. Associated ecosystem services and benefits include, but are not limited to:

- **Expansive grassland and open pine/oak forest habitats** provide required forage, cover, and nesting habitat for Northern Pine Snake and other noted T&E species. Conservation of these lands will provide life-cycle benefits to this species and similar reptiles/amphibians that use these resources.
- **Hibernacula resources** are limited, and management and/or construction of artificial hibernaculum can increase longevity and support population growth.
- **Expansive and management of wetlands, riparian, and terrestrial habitats** provide required forage, cover, and nesting habitat for extensive list of T&E resources that use the site.



### HUMAN USE BENEFITS

The NRD Program will conserve extensive tracts of pine/oak forest and open mixed habitats that support T&E species. Conservation and management actions that protect such species are also vitally important for human stakeholders too:

- **Unique Education Opportunities** to understand T&E species life-cycle requirements and ecology with possible chance encounters with T&E wildlife and plants.
- **Natural World Connectivity,** stakeholders have challenges connecting with natural environments. Learnings and encounters with rare species and unique landscapes can endear the importance of these resources with stakeholders and result in greater support for, and connection with, T&E species.
- **Research Opportunities (university partnership)** supported with the Education Center resources could further societal understanding of this and other Pine Barrens T&E species and leading to increased conservation practices.



### CONCEPTUAL RENDERING

#### Existing



#### Proposed

**Research and Conservation Management:**

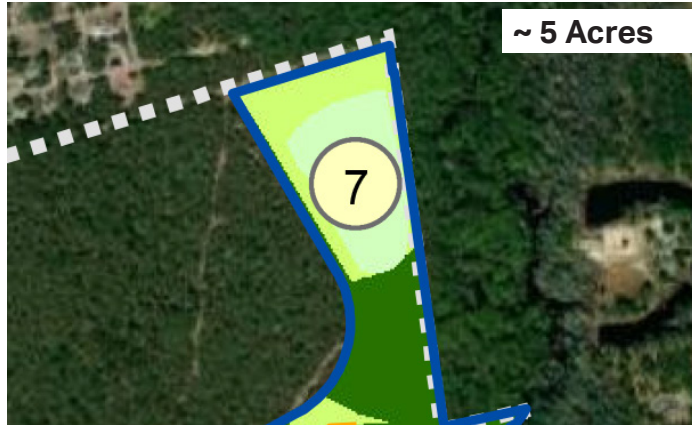
1. T&E Amphibian Research
2. T&E Reptile Research
3. Bat Research
4. Ecosystem Value Connection
5. Wildlife Activity Monitoring

Photo credits: Ohio.gov, Ben Wurst, George Cevera, Research Gate, respectively



Table 1. NRD Program Elements (continued)

## 7. FOREST RESTORATION



### CONCEPTUAL DESCRIPTION OF ELEMENT ATTRIBUTES

- 1. Toms River Riparian Zone:** Forested and scrub habitats for a complex buffer b/w riverine and developed terrestrial habitats – current recharge area to be restored to mixed forest / natural buffer environment.
- 2. Transitional Buffer:** successional communities form complex and temporal transition that blend from open to dense covers over time and connect adjacent habitats within the Toms River corridor. The tiered structural complexity provides niche habitats for plant and wildlife resources
- 3. Interior Forest Cover:** progressive elimination of edge habitat and expansion of mature forest interior habitat. Support of broad range of wildlife associated with interior forest resources.

Project 7 will require an interactive and iterative approach to introduce flexibility in project options. In large part, the Project 7 ecological uplift will be dependent on the availability of treated groundwater (i.e., if treated groundwater that is currently discharging to this area is consumed by Project 1, Project 7 will evolve accordingly).

### ECOLOGICAL BENEFITS

Restoration and enhancement of this forested resource will be designed to provide an extensive suite of ecological and ecosystem services. These include, but are not limited to:

- **Restoration of Complex Forest Interior Habitats** will develop over time. Resources for wildlife habitat, providing water quality and air quality benefits, soil conservation and export functions.
- **Threatened & Endangered Species** successional to interior forest habitat cover for reptile, amphibian, bird, and plants known to be present on-site or within the region.
- **Expanded Forest Buffer** functions for, nesting, and rearing habitat, buffering capability between developed upland and riparian and aquatic resources.



### HUMAN USE BENEFITS

Restoration of interior forest and mixed habitat will provide increased buffering, and water quality, services. Human use benefits are extensive:

- **Water Quality Benefits** via precipitation recharge, nutrient uptake, increased forested buffer b/w riverine and development and infrastructure,
- **Air Quality** benefits from increased successional and forest cover.
- **Aesthetics** from restoration of native forest and complex ecosystems.



### CONCEPTUAL RENDERING

Existing



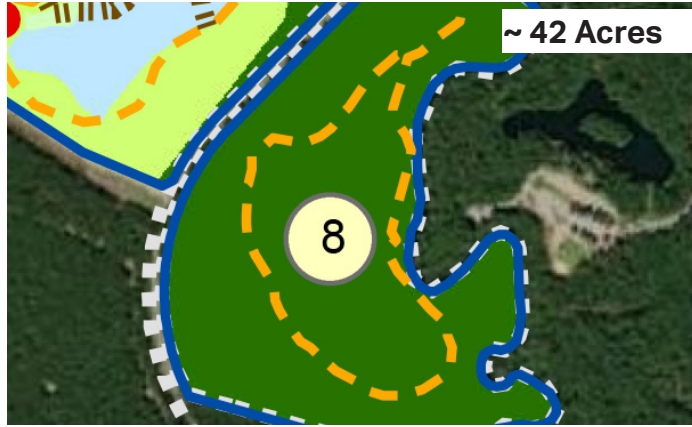
Proposed



Photo credit: <https://www.markbetz.net/slideshows/the-jersey-i-know/>

Table 1. NRD Program Elements (continued)

## 8. WINDING RIVER PARK CONNECTION



### CONCEPTUAL DESCRIPTION OF ELEMENT ATTRIBUTES

1. **Toms River Riparian Zone:** Forested and scrub buffer complex b/w riverine and terrestrial habitats
2. **Forested Wetlands:** floodplain with hydrologic input from overbank flood events and upland contributions. Closed and open canopy wetland resources with tiered structural complexity and niche habitats
3. **Public Connectivity:** expanded trail network connecting and extending public park use and access areas, viewing / interaction platforms, boardwalk/bridge, interpretive kiosks to engage, encourage participation, and educate stakeholders

### ECOLOGICAL BENEFITS

Preservation and enhancement of public connectivity to this complex riverine, wetland and floodplain buffer system. Will be designed to preserve ecological and ecosystem services, while providing public access. The ecological benefits include, but are not limited to:

- **Diverse Toms River and Riparian Aquatic Resources** conservation / preservation that provide forage, nesting, spawning, and cover habitat for fish, amphibians, benthic macroinvertebrates, waterfowl, and aquatic habitat dependent species.
- **Complex wetland habitats** and resources for wildlife habitat, providing water quality and air quality benefits, floodwater desynchronization and storage, sediment and nutrient retention, soil conservation and export functions.
- **Threatened & Endangered Species** habitat and cover for reptile, amphibian, bird, and plants known to be present on-site or within the region.



### HUMAN USE BENEFITS

Winding River Park provides year-round passive and active recreation to Toms River residents and visitors. Connection to a trail network and natural resources within the approximately 43 acre tract will extend those community benefits. Access to the south side of Toms River was generally limited, the new connection will provide substantial recreation opportunities. Additionally, linkage with the on-site Education Center will extend recreation and connection opportunities. Human use benefits are extensive:

- The **trail and boardwalk** will expand passive and active recreational opportunities (e.g., hiking, birding).
- **Special access focus** to link Winding River Park and Education/on-site trail network.
- **Education program connections** and informational displays/learning engagements along trails
- **Aesthetic benefits** of providing and connecting communities to complex natural systems



### CONCEPTUAL RENDERING

Existing



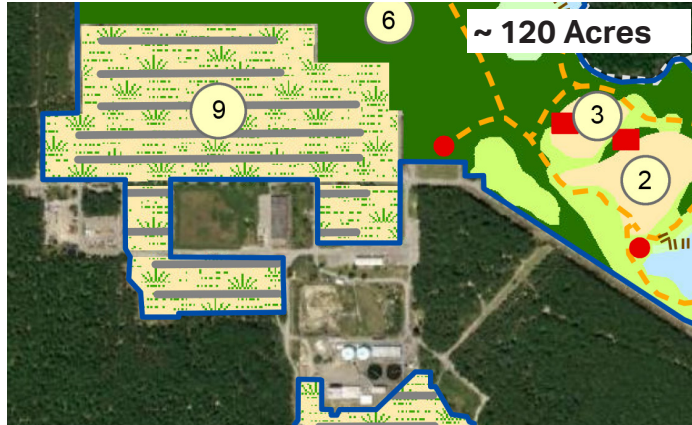
Proposed





Table 1. NRD Program Elements (continued)

## 9. UPLIFTED GRASSLAND/POLLINATOR HABITAT/SOLAR ARRAY



### CONCEPTUAL DESCRIPTION OF ELEMENT ATTRIBUTES

- 1. Grassland and Pollinator Habitats:** significant expansion/enhancement of this regionally important and critical cover type. Substantial increase in the support for threatened and endangered bird, reptile, and plant species known to exist on site and depend on grassland habitat.
- 2. Solar Array:** progressive adaptation of remedial lands to provide combination of renewable energy and integrated with important grassland tracts
- 3. Pollinator Gardens:** integrated and blended with grassland habitats. Accessible for education purposes. Patches that highlight the diversity of native pollinator plant species, the range of inter-dependant fauna, and the beneficial ecosystem services provided.
- 4. Public Education Linkage:** grasslands and solar array benefits, monitoring, and research projects integrated with Education Center programs to demonstrate and document ongoing interactions and benefits of project. Encouraging participation and providing education opportunities to stakeholders

### ECOLOGICAL BENEFITS

Establish and enhance grassland habitat integrated with solar array development. Provides restoration of an expansive grassland habitat, an important terrestrial cover type. Associated ecosystem services and benefits include, but are not limited to:

- **Expansive grassland habitats** provide resilient drought tolerant habitat that facilitates infiltration for stormwater, soil development and erosion prevention with deep rooted native plants. Extension of forage, nesting, and cover habitat for grassland dependant songbirds and other avian species that require open cover. Habitat for insects, reptiles, soil invertebrates, and small and large mammals.
- **Threatened & Endangered Species habitat and cover** especially for grassland songbirds (e.g., Grasshopper Sparrow, Savannah Sparrow) and reptiles (Northern Pine Snake)
- **Pollinator cover** – supporting the recovery of native and beneficial pollinator insects and birds.



### HUMAN USE BENEFITS

Solar array closely connected with Environmental Education Center. Presents additional human use and education benefits and complements the three gateway projects (1-3). Human use benefits are extensive:

- **Solar Array**, on former industrial lands as integrated renewable energy and wildlife habitat complex provides substantial clean energy source and beneficial reuse of dormant lands.
- **Carbon sequestration** and offset from solar energy, supporting increased regional air quality
- **Connectivity with Education Center** will expand available opportunities for student programs. Potential for grassland and T&E species research. Link to informational programs on sustainable site closure and land management, and sustainable development.
- **Birding and nature observation** from outside the perimeter fence will provide passive recreational opportunities



### CONCEPTUAL RENDERING

Existing



Proposed



### 3. Design, Construction, and Completion Certification

The purpose of this section is to outline and discuss the steps required to successfully design, construct, and verify the nine NRD Projects described in Section 2. Design and implementation of this program will proceed in a phased fashion. As data on early phases of work are obtained, later phases will be adjusted and refined to maximize the performance of project elements and return on investment.

Table 2 outlines the roles and responsibilities for BASF and the NJDEP, describes key steps in the design and implementation, and provides a basis for NJDEP to confirm that the projects are built as designed.

#### 3.1 General Terms and Conditions

BASF agrees to perform all work necessary to undertake the following obligations under this SOW:

1. BASF shall undertake all actions necessary to design and implement the NRD Projects, as specified in the engineer stamped drawings and plans to be developed in consultation with, and approved by, the NJDEP;
2. BASF shall provide all management, supervision, administrative support, labor, materials, tools, parts, supplies, equipment and transportation required to successfully complete the NRD Projects in a safe manner;
3. BASF shall design and construct the projects to allow, consistent with BASF Site rules and requirements, the public access in designated areas for a variety of passive and active recreational opportunities, including site interpretation and education. It is envisioned that some project elements will be managed separately from other project elements on BASF property, where access will continue to be managed and controlled by BASF until the property is donated to a 3<sup>rd</sup> party who will be responsible for access;
4. BASF shall design and construct the projects to optimize the restoration and enhancement of injured natural resources and the public's enjoyment of the services provided by the restored and enhanced natural resources;
5. BASF shall design and construct certain designated areas to be accessible to and usable by handicapped persons in accordance with the Americans with Disabilities Act of 1990 (42 U.S.C § 1210 et seq.), Accessibility Guidelines (ADAAG) and the Uniform Federal Accessibility Standards (UFAS);
6. BASF shall be completely responsible for the quality, technical accuracy, and coordination of all designs, drawings, specifications, and other work or materials produced and furnished by its own staff and that of its contractors and subcontractors, and shall be required to correct or revise any errors or deficiencies in its work;
7. BASF shall design and construct the projects to maximize the use of flora native to the State of New Jersey.

#### 3.2 Basis of Design

The information contained in Table 1 captures the current conceptual design for each project. The initial task for the NJDEP and BASF team will be to expand the conceptual design into a Basis of Design document. The Basis of Design shall guide the detailed design of the Toms River NRD Projects. During the development of the Basis of Design, the NJDEP and BASF team shall capture the major uplift elements for each project, provide input into how to optimize the desired uplift, and develop a plan for how the public can use the project.

In order to start construction as quickly as possible, the projects will be bundled into groups with like elements. For example, meadow land-based projects have very similar design elements and can therefore be group into one design package. The appropriate grouping of projects will be determined during the

development of the Basis of Design. BASF has preliminarily assigned projects to the following categories (recognizing that as the design advances, these assignments may change).

- Fast Track: Projects 3, 5, 9
- Typical: Project 2 (earthwork/upland plantings), Projects 6 and 8
- Complex: Project 2 wetland plantings/education center, Projects 1, 4, and 7

### 3.3 Design Process

Once the Basis of Design is completed, the design process will commence. BASF and NJDEP will collaborate as depicted in Table 2 to advance the design process. A design package will be prepared for each project group. The design process will follow the same steps for each group, but the timing will vary.

**Table 2 Outline of Design Process**

Phase	Description	Key Stakeholders
Predesign Field Work	Key data needed to initiate the design will be gathered. The data will include topographic surveys, soil and agronomic data, survey of existing flora, hydrologic data, etc.	BASF; NJDEP
Initial Park Design Drawings	Develop a set of sketches using the information gathered in the field to express the thoughts of the design team and facilitate discussion during the Design Charette.	BASF
Design Meeting	In person workshop to review preliminary park design, solicit input from NJDEP, and ensure that NJDEP input has been incorporated into the Park Design Document	BASF; NJDEP
Design Team/Stakeholder Engagement	BASF will incorporate feedback from the into a conceptual design, which will be the subject of review an in-person meeting(s) to obtain broader stakeholder input.	BASF; NJDEP; Community & NGO Stakeholders
Park Design Package	BASF will incorporate feedback from the Design Team Meeting into a Park Design Package, which will include design drawings with enough detail to show how functional and technical requirements will be met, including handicap accessibility. Will also include plan drawings, project narrative, appropriate design calculations, outline of specifications list, analysis of environmental permitting requirements, and design and construction schedule.	BASF; NJDEP
Final Design Team Meeting / Park Design Package Review / Comment Period	In person workshop to review Park Design Package and ensure that design criteria and previous review comments have been correctly incorporated, and finalize Park Design Package so that Engineering Design can proceed	BASF; NJDEP
Environmental Permitting	Final Park Design Package will be used to support environmental permitting needs	BASF; NJDEP; USACOE
Draft Final Engineering Design	To include design narrative, key work plans, specifications, drawings, construction sequencing, permit approvals. This submittal is intended to ensure that the design criteria and previous review comments were correctly interpreted.	BASF; NJDEP
Final Engineering Design	Final design revisions in response to NJDEP comments on Draft Final Design. This submittal represents a 100% complete design, with the exception of the incorporation of any review comments resulting from the review of the submittal. The Final Engineering Design shall consist of: Designs with all elements 100% complete. This design shall include all backup material previously submitted and revised, as necessary, all design calculations, all explanatory material giving the design rational for design decisions and any information for BASF and its contractors in administering its construction contracts including: <ul style="list-style-type: none"> <li>• 100% complete drawings including those addressing project construction phasing;</li> <li>• Final edited specifications;</li> <li>• Annotated interim review comments;</li> <li>• All supporting documentation required for permit application submittals;</li> <li>• Resolution of the NJDEP comments on prior project design phases</li> </ul>	BASF; NJDEP

Phase	Description	Key Stakeholders
	<ul style="list-style-type: none"> <li>A final project design that is certified by a registered professional engineer licensed in the State of New Jersey and that follows the Construction Specifications Institute's Master Format 2012.</li> </ul>	
Issued for Construction Design	To include narrative, key work plans, specifications, drawings	BASF

### 3.4 NJDEP Review and Approvals

In accordance with the schedule of activities outlined in Table 2, plans and related required documentation outlined in this SOW shall be submitted to the NJDEP for review and acceptance. All required plans and required documentation shall be stamped with an engineer's seal, and upon NJDEP approval of submittals, such approval shall be documented in writing.

Table 3 documents the oversight, quality assurance (QA), and approval process.

**Table 3 Oversight, QA, and Approval Process**

Task	Description
Project Management Plan	BASF and/or its contractor shall develop a Project Management Plan (PMP). The PMP shall provide NJDEP with information on preconstruction planning activities, including on-going site investigations, advance studies and surveys to be conducted, monitoring and design services to be employed, permit applications to be filed, contract specifications, contract bid services, and construction administration and oversight.
Quality Assurance Plan	BASF and/or its contractor shall develop and implement a quality assurance plan to ensure all services are performed in accordance with established construction industry standards. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. This Plan shall ensure the contractor fulfills all the requirements of this SOW.
Submittals	All formal coordination and review of materials and actions related to the design and construction of the Park between BASF and the NJDEP shall occur through the designated NJDEP Representatives listed under Section 3.6.6. of this SOW. Reports and other materials shall be submitted electronically via email to the lead NJDEP Representative listed in Section 3.6. 6. BASF shall timely provide to the NJDEP copies of any reports, findings, corrective orders, or certifications from any local authority having jurisdiction for inspections/certifications including, but not limited to municipal engineers, code enforcement officials, fire marshal, sanitation officials, and land use regulators.
NJDEP Review	As set forth in this SOW, BASF shall coordinate with the NJDEP in providing reasonable review, comment, and approval opportunities of all documents, plans, and drawings related to the design, construction, maintenance, monitoring, and long-term stewardship of the NRD Project. Corrections and changes requested by NJDEP, resulting from the review of BASF's completed work, will be returned to BASF for its correction and/or modification. NJDEP will make every reasonable attempt to process reviews within fifteen (15) working days; however, the NJDEP reserve the right to advise BASF that additional review time may be required.
Notification of Submittal Approval by NJDEP	Acceptance of all deliverables is under the authority of the designated NJDEP Representative. The NJDEP may use advisors in order to ensure that the requirements of this SOW have been met. Once a project deliverable is completed and BASF provides their report/presentation for review and approval, the NJDEP will either sign off on the approval for the next phase to begin, or reply to BASF, in writing, specifying the additional work that must still be accomplished or modified
Periodic Meetings	During all project activities, BASF shall have periodic meetings with the NJDEP, in person or via conference call, to discuss project-related issues, including: progress reports and deliverable status, notification of unforeseen issues or setbacks, mid-course corrections, modifications and substitutions of construction requirements, and issues with the public. BASF will hold monthly onsite meetings to allow all Parties to review progress and provide input. BASF shall prepare minutes of the conference calls and meetings and shall distribute the minutes to all Parties within five (5) working days of the respective call or meeting.
Status Updates	At any time, the NJDEP may request that BASF provide a status update on any of its commitments under the SOW; BASF shall use best efforts to provide the NJDEP a response in approximately three (3) working days or an alternative agreed-upon timeframe.



### 3.5 Operations and Maintenance Plan and Obligations

Upon the NJDEP acceptance or approval of the Final Engineering Design, as set forth above, BASF shall provide an Operations and Maintenance (O&M) Plan to the NJDEP for their review and approval. The O&M Plan shall describe the NRD Project components and constructed elements, including initial baseline monitoring. In addition, the O&M Plan shall outline the operation, inspection, and maintenance activities necessary to maintain BASF's obligations per the terms of the Settlement.

### 3.6 Project Construction

#### 3.6.1 Overall Construction

- BASF shall be responsible for the work required to construct the NRD Project elements to the design specifications contained in the final engineered construction drawings and plans;
- BASF shall ensure that its contractors provide all management, supervision, administrative support, labor, materials, tools, parts, equipment and transportation required to successfully perform overall project construction.

#### 3.6.2 Preconstruction Conference

BASF shall hold a preconstruction conference with the NJDEP and others as directed by the NJDEP.

#### 3.6.3 Site Inspections

The NJDEP, and/or their representatives, reserve the right, after appropriate notification to BASF and/or its contractors, to enter the Site to examine construction progress and condition.

#### 3.6.4 Field Change Process

Recognizing that field conditions may dictate that a change in design, construction, or materials is required, the following procedures will be implemented for material changes to the scope:

- A communications protocol will be established with NJDEP to establish an approval process, including timelines, for field changes.
- BASF will document any field changes in writing, with sufficient detail to describe the proposed project element, the rationale for change to this project element, the alternative to be implemented, and any impacts to the project timeline. As warranted, revised drawings and/or photographs will accompany the field change documentation. As required plans and required documentation shall be stamped with an engineer's seal.
- BASF will submit field change documentation to NJDEP for review and approval in accordance with the approved communications protocol.
- Upon NJDEP approval of submittals, such approval shall be documented in writing in accordance with the provisions of the communications protocol.
- ONRR shall be able to make suggestions, in collaboration with the BASF team, for alternative project elements, should a field change be required. Any changes would need to be consistent with the terms and conditions in the settlement agreement

#### 3.6.5 Construction Completion Report and Documentation

Following completion of construction of each NRD Project or each group of NRD Projects, BASF shall provide the NJDEP with a construction completion report as set forth in this paragraph. The construction completion report must include a description of the NRD Project, including the Final Engineering Design Plan, as-built drawings, signed and stamped by a registered professional engineer licensed in the State of New Jersey, as well as photographs, and other records to sufficiently demonstrate construction completion. BASF shall demonstrate and certify that the Construction Activity is complete as set forth in

the Terms and Condition in this SOW. All deliverables shall be signed by BASF's Project Coordinator, or other responsible official of BASF, as well as the PE of record, and must contain the following statement:

*"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of person(s) who manage the system, or those persons who are directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitted false information, including the possibility of fines or imprisonment for knowing violations."*

BASF shall schedule an inspection for the purpose of obtaining the NJDEP notification of Construction Completion. The inspection must be attended by BASF and the NJDEP and/or their representatives. Following the inspection, BASF shall submit a Construction Completion Report to the NJDEP requesting that they provide BASF with a notification of Construction Completion;

If the NJDEP concludes that the Construction Activity is not complete, the NJDEP shall notify BASF in writing. This notification will include a description of any deficiencies requiring correction prior to NJDEP approval. The NJDEP shall have discretion in determining completion of construction and shall base its notification of deficiency on an evaluation of the data, information, reports, permits, authorizations, agency consultation, approval or acceptance letters, supporting documents, and assessments from any site visits. The NJDEP shall make every reasonable attempt to process such review within thirty (30) working days; however, the NJDEP reserves the right to advise BASF that additional review time may be required, as circumstances arise;

If the NJDEP concludes, based on the initial or any subsequent Construction Completion Report, that the Construction Activity is complete, the NJDEP shall notify BASF. This notification will constitute the notification of Construction Completion for purposes of both the SOW and the Settlement. The notification of Construction Completion will acknowledge completion of all tasks related to Construction Activity completion and receipt of the information required in this SOW.

### **3.6.6 Communications / Contacts**

BASF shall provide the NJDEP with the name and contact information of its designated Project Coordinator and Construction Manager. The person so designated shall have technical expertise sufficient to adequately manage all aspects of the project and shall be responsible for supervising and directing all activities necessary to implement the terms of this SOW. Likewise, NJDEP will provide BASF with the name and contact information of their designated NJDEP Representative, who will serve as BASF's primary point of contact for the NRD Project.

## 4. Regulatory Compliance

BASF and its contractors shall comply with all applicable Federal, State and local laws, and regulations; jurisdictional building codes, and all applicable approving agency procedural requirements. BASF and its contractors shall obtain all necessary construction and related permits including environmental and soil erosion and sediment control approvals. BASF and its contractors shall also comply with the policies and procedures of the jurisdiction responsible for issuing any permit required for the contractor to perform its work and the NJDEP' requirements in completing the design and construction of the Park. BASF and its contractor shall comply with all applicable revisions, additions, changes and/or upgrades to any Federal, state, and municipal laws, codes, and regulations.

Preliminary review of NJDEP environmental permitting requirements that may be applicable for project activities regulated under the Freshwater Wetlands Protection Act Rules (N.J.A.C. 7:7a) and Flood Hazard Area Control Act (N.J.A.C. 7:13) suggests that the following combination of permit authorization may be required. These permits would provide authorization for unavoidable disturbances within regulated wetland, transition areas, flood hazard areas, and riparian zones that may be impacted by construction activities during establishment of the Park features. This preliminary permitting list includes:

### **Freshwater Wetlands**

- General Permit 16 – Creation, restoration, and enhancement of habitat and water quality functions and values
- General Permit 17 – Trails and boardwalks

### **Flood Hazard Area<sup>2</sup>**

- General Permit 4 – creation, restoration, and enhancement of habitat and water quality values and functions
- General Permit 13 – Construction of trails and boardwalks

### **Coastal Area Facility Review Act**

- As the design is advanced for the NRDA program, BASF will review the need for Coastal Facility Review act review.

BASF shall coordinate with NJDEP early in the planning phase of the program regarding permit requirements. A pre-application meeting is expected to confirm application and approval requirements and establish estimated schedules for submitting permit packages to the agencies and receiving approval for construction activities.

NJDEP permit preparation, review, and approval schedules are anticipated to be completed within approximately one-year following authorization to proceed.

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<sup>2</sup> Note: An Individual Permit (IP) for Flood Hazard Area disturbances and a NJ Pollution Discharge Elimination System (NJPDES) authorization may be required if it is deemed that a new outfall is needed in association with establishment of Element 1 Wetland/Pond complex. Authorization under an IP would also be prepared to include allowance for General Permit 4 and 13 activities.

## 5. Schedule and Reporting

Key factors affecting the schedule are:

- **Obtaining the necessary permits, primarily for in-water and near-water work:** BASF shall prepare permit applications in a timely manner; however, it is recognized that the permit review/comment cycle can result in unforeseen delays.
- **Other** (NJDEP approvals, timely award of contracts)

With the above considerations, the goal is to commence construction for early phases of the NRD Projects in 2022 and for the bulk of the work to be completed between 2024 and 2027. These start dates are primarily contingent on the approval of the SOW and the various design documents, in-water work permits, and timely award of contracts for the restoration ecology and building construction work.

Major timeline milestones are presented in Figure 4. As the design is advanced for the NRD Program, it is anticipated that each of the individual nine projects comprising the NRD Program will have its own timeline, dependent on the complexity of the project, implementability, stakeholder acceptance, and other factors. As described in Section 3.2, an effort will be made to group “like” projects such that the design and construction of these projects can be advanced more expeditiously.

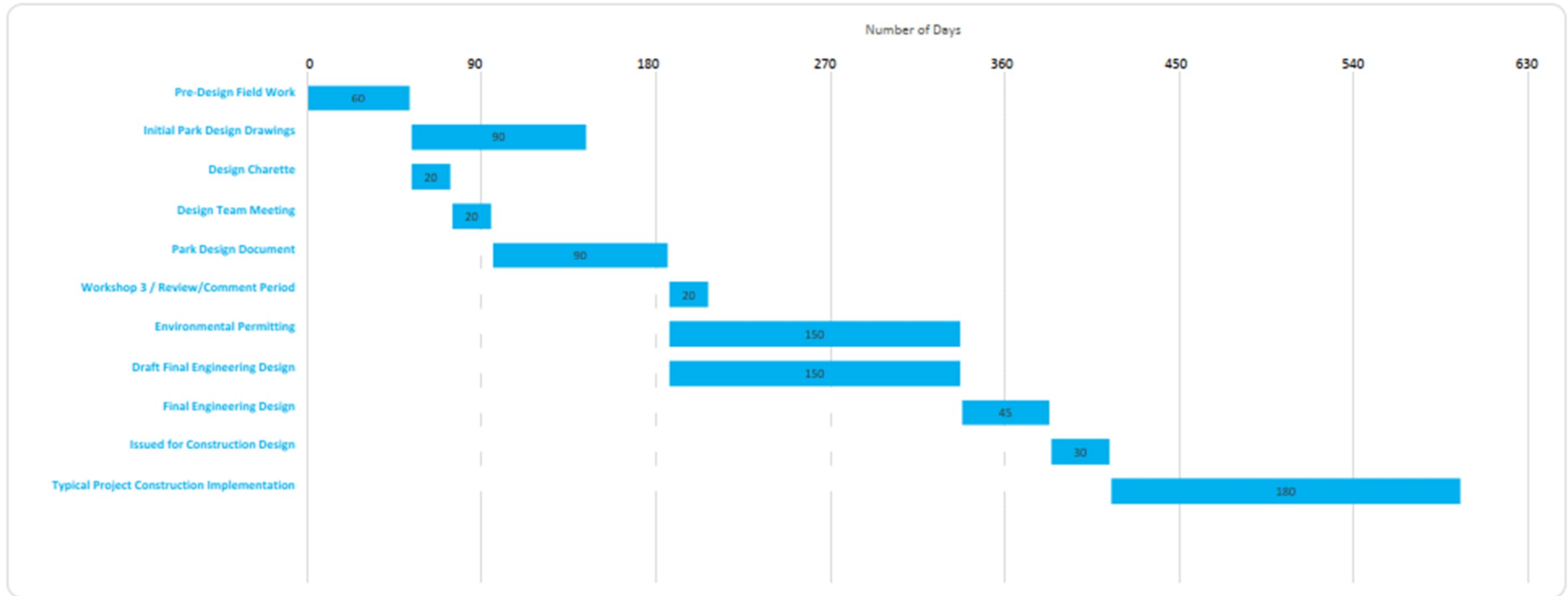
For the purpose of development of the conceptual project timeline, Figure 3 is presented in the following manner:

- Figure 4A presents the typical schedule for a streamlined or “fast track” project or group of projects (e.g., project(s) with a straightforward and definable design process, relative ease of implementation and permitting, and acceptable to stakeholders without a lengthy back and forth review process);
- Figure 4B presents the typical schedule for the more conventional or typical project or group of projects (e.g., project(s) with a defined SOW, a more complex design process, some implementation and permitting challenges, and a more complex stakeholders review/acceptance process); and
- Figure 4C presents the typical schedule for a the most complex project or group of projects (e.g., project(s) with a sophisticated SOW, complex design process, implementation and permitting challenges requiring a longer and more complex timeline, and multiple stakeholder engagements).



Figure 4 Preliminary Project Timeline

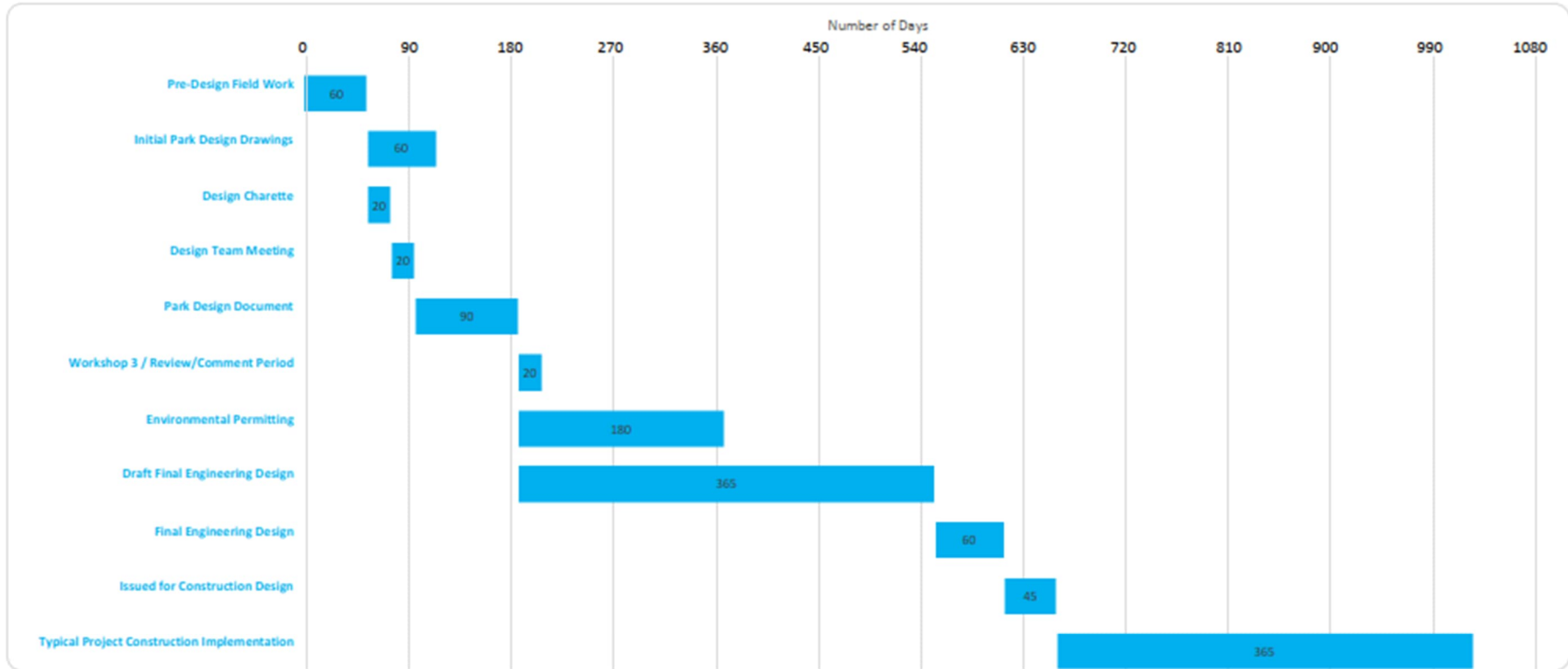
Figure 4A: Fast-Track Project Timeline



**Notes:**

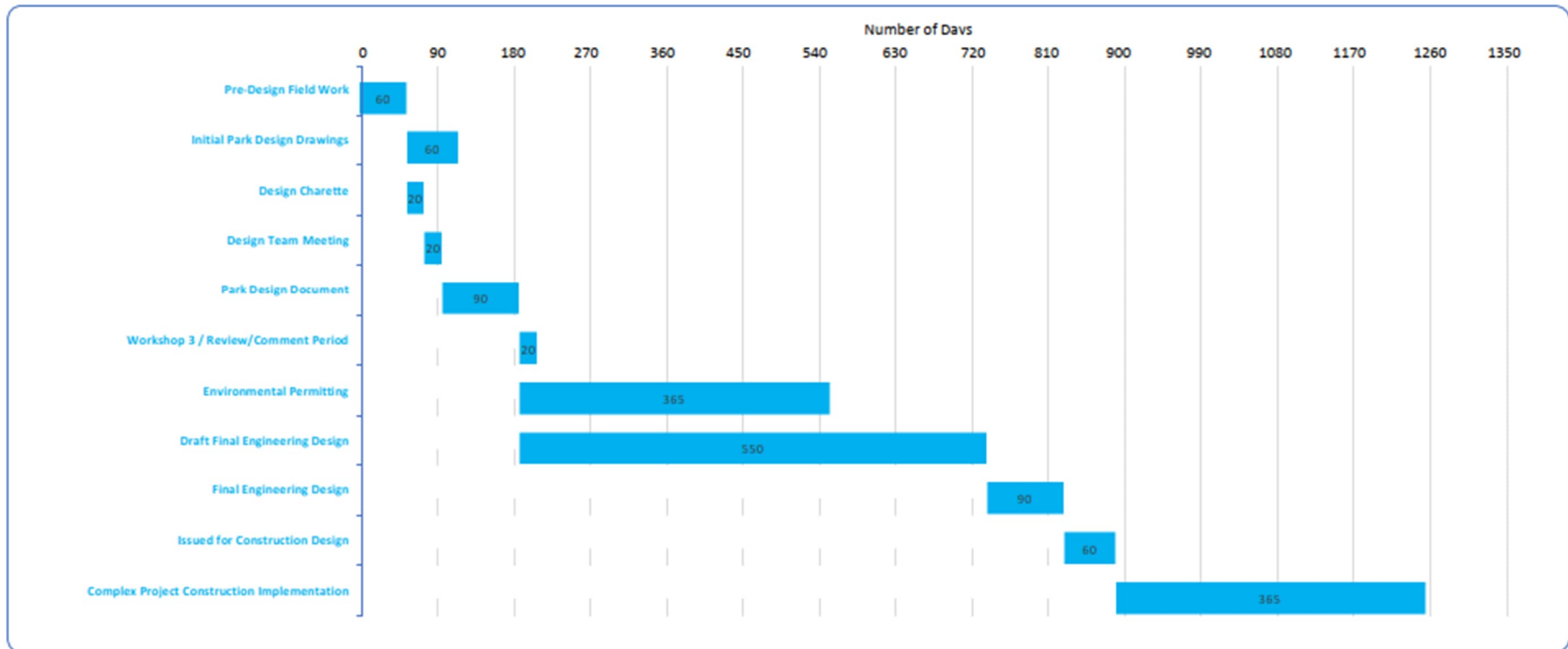
1. Start date for Administrative Order and Scope of Work To Be Determined (timescale units presented as calendar days)
2. Construction Implementation depicted as three (3) types of projects: Fast Track (straightforward design, implementable, relative ease of permitting); Typical (some design challenges; implementable; more complex permitting and stakeholder acceptance; Complex (sophisticated design, complex permitting, multiple stakeholders)

Figure 4B: Typical Project Timeline



- Notes:**
1. Start date for Administrative Order and Scope of Work To Be Determined (timescale units presented as calendar days)
  2. Construction Implementation depicted as three (3) types of projects: Fast Track (straightforward design, implementable, relative ease of permitting); Typical (some design challenges; implementable; more complex permitting and stakeholder acceptance; Complex (sophisticated design, complex permitting, multiple stakeholders)

Figure 4C: Complex Project Timeline



**Notes:**

1. Start date for Administrative Order and Scope of Work To Be Determined (timescale units presented as calendar days)
2. Construction Implementation depicted as three (3) types of projects: Fast Track (straightforward design, implementable, relative ease of permitting); Typical (some design challenges; implementable; more complex permitting and stakeholder acceptance; Complex (sophisticated design, complex permitting, multiple stakeholders)



**APPENDIX C**  
**DESCRIPTION OF PRESERVATION ACREAGE**

DRAFT

**SCHEDULE A**

**METES AND BOUNDS DESCRIPTION OF FORESTED PARCEL/DEED OF  
CONSERVATION RESTRICTION SETTLEMENT AREA 1**

DRAFT



### **CONSERVATION AREA #1 DESCRIPTION**

PART OF TAX BLOCK 411, LOTS 6.01, 6.02 AND 6.03

TOMS RIVER TOWNSHIP, OCEAN COUNTY, NEW JERSEY

**ALL THOSE CERTAIN** tracts and parcels of land situate, lying and being in the Township of Toms River, County of Ocean, State of New Jersey and being more particularly described as follows:

#### TRACT #1

**BEGINNING** at a point on the municipal division line between Manchester Township and Toms River Township at the division line between Conservation Restriction Area #1, Tract 1 and Conservation Restriction Area #2, Tract 1, said point having New Jersey State Plane Coordinate System Values North 424,256.92 feet, East 565,846.22 feet, and in said bearing system running; thence

1. South 30°25'47" East, a distance of 799.09 feet to a point of curvature; thence
2. Southwestwardly along a curve to the right, having a radius of 400.00 feet, a central angle of 92°28'59", an arc length of 645.65 feet (chord bearing: South 15°48'42" West, distance 577.81 feet) to a point on a non-tangent line; thence
3. South 61°01'29" West, a distance of 390.97 feet to a point; thence
4. South 68°09'57" West, a distance of 1,960.90 feet to a point; thence
5. South 00°15'56" East, a distance of 1,263.51 feet to a point; thence
6. South 88°45'17" West, a distance of 248.64 feet to a point; thence
7. North 00°39'22" West, a distance of 937.69 feet to a point; thence
8. South 89°50'02" West, a distance of 3,582.19 feet to a point; thence
9. North 13°28'48" East, a distance of 825.48 feet to a point; thence
10. North 72°58'09" East, a distance of 5,813.11 feet to the point and place of **BEGINNING**.

**CONTAINING** within said bounds 194.726 acres, more or less.

#### TRACT #2

**BEGINNING** at a point on the northeasterly terminus of Germania Station Road (66' wide per tax map) at a point for a corner in the westerly line of Toms River Township Tax Block 411, Lot 6.03, said point having New Jersey State Plane Coordinate System Values North 416,132.00, East 565,915.29, and in said bearing system running; thence

1. North 53°40'19" West, a distance of 873.22 feet to a point; thence
2. North 53°35'03" West, a distance of 351.92 feet to a point; thence
3. South 36°30'24" West, a distance of 22.81 feet to a point; thence
4. North 53°45'30" West, a distance of 430.91 feet to a point; thence
5. South 36°23'43" West, a distance of 0.71 feet to a point; thence

PROPERTY DESCRIPTION  
CONSERVATION RESTRICTION AREA #1  
PART OF TAX BLOCK 411, LOTS 6.01, 6.02 and 6.03  
August 12, 2022  
Page 2

6. North 53°36'17" West, a distance of 1,328.51 feet to a point; thence
7. North 00°04'56" East, a distance of 1,907.08 feet to a point; thence
8. North 89°35'28" East, a distance of 745.74 feet to a point; thence
9. South 00°01'33" East, a distance of 24.40 feet to a point; thence
10. North 88°52'14" East, a distance of 68.17 feet to a point; thence
11. South 03°39'44" West, a distance of 141.31 feet to a point; thence
12. South 43°00'06" East, a distance of 127.47 feet to a point; thence
13. South 03°50'09" East, a distance of 178.92 feet to a point; thence
14. North 89°58'37" East, a distance of 1,003.33 feet to a point; thence
15. South 00°14'03" West, a distance of 245.06 feet to a point; thence
16. South 07°05'49" East, a distance of 573.03 feet to a point; thence
17. South 79°56'53" East, a distance of 86.27 feet to a point; thence
18. South 65°50'21" East, a distance of 250.35 feet to a point of curvature; thence
19. Southeastwardly along a curve to the right, having a radius of 400.00 feet, a central angle of 66°25'43", with a chord bearing of South 32°37'29" East and chord distance of 438.22 feet, an arc length of 463.76 feet to a point of tangency; thence
20. South 00°35'22" West, a distance of 796.83 feet to a point; thence
21. South 89°52'41" East, a distance of 437.48 feet to a point; thence
22. South 00°00'43" West, a distance of 888.76 feet to a point; thence
23. South 89°37'17" East, a distance of 1,213.05 feet to a point; thence
24. North 26°10'13" East, a distance of 1,097.91 feet to a point; thence
25. North 48°52'36" West, a distance of 985.45 feet to a point; thence
26. North 31°32'52" West, a distance of 998.04 feet to a point; thence
27. North 48°30'39" West, a distance of 614.93 feet to a point; thence
28. North 07°18'58" East, a distance of 137.64 feet to a point; thence
29. North 37°56'32" West, a distance of 97.52 feet to a point; thence
30. North 10°24'10" West, a distance of 109.44 feet to a point; thence
31. North 00°33'27" East, a distance of 106.35 feet to a point; thence
32. North 45°28'56" East, a distance of 43.95 feet to a point; thence
33. North 00°51'43" East, a distance of 82.12 feet to a point; thence
34. South 88°52'59" East, a distance of 5.72 feet to a point; thence
35. North 01°07'01" East, a distance of 29.23 feet to a point; thence
36. North 88°59'54" West, a distance of 6.03 feet to a point; thence
37. North 00°34'38" East, a distance of 461.49 feet to a point; thence
38. South 89°53'19" East, a distance of 281.03 feet to a point; thence
39. South 56°30'24" East, a distance of 217.81 feet to a point; thence
40. North 01°36'02" West, a distance of 117.33 feet to a point; thence
41. South 56°44'57" East, a distance of 1,719.82 feet to a point; thence
42. South 67°09'10" East, a distance of 337.29 feet to a point; thence
43. North 61°28'45" East, a distance of 47.77 feet to a point on the curved westerly right-of-way line of Oak Ridge Parkway (66 feet wide); thence
44. Southwardly and eastwardly along said line of Oak Ridge Parkway, along curve having a radius of 983.00 feet, a central angle of 65°36'25", an arc length of 1,125.59 feet (chord bearing: South 06°42'41" East, distance 1,065.10 feet) to a point of tangency; thence



45. South 39°30'54" East, a distance of 295.58 feet to a point; thence
46. South 50°05'47" West, a distance of 38.62 feet to a point; thence
47. South 38°59'21" East, a distance of 52.86 feet to a point; thence
48. North 50°42'40" East, a distance of 39.11 feet to a point; thence
49. South 39°30'54" East, a distance of 187.13 feet to a point; thence
50. South 50°29'43" West, a distance of 79.62 feet to a point; thence
51. North 79°36'33" West, a distance of 16.23 feet to a point; thence
52. South 53°11'41" West, a distance of 32.92 feet to a point; thence
53. South 18°57'23" West, a distance of 26.70 feet to a point; thence
54. South 15°16'36" West, a distance of 2,556.55 feet to a point; thence
55. South 18°31'49" East, a distance of 125.55 feet to a point on the curved northwesterly line of Cardinal Drive (60 feet wide per tax map); thence
56. Southwestwardly along a curve to the right having a radius of 1,360.26 feet, a central angle of 03°56'54", an arc length of 93.74 feet (chord bearing: South 33°37'21" West, distance 93.72 feet) to a point; thence
57. North 50°28'25" West, a distance of 196.74 feet to a point; thence
58. South 39°34'11" West, a distance of 200.00 feet to a point; thence
59. South 50°25'49" East, a distance of 200.00 feet to a point; thence
60. South 39°34'11" West, a distance of 188.61 feet to a point; thence
61. South 24°08'33" West, a distance of 141.91 feet to a point; thence
62. North 65°52'00" West, a distance of 547.27 feet to a point; thence
63. North 65°46'27" West, a distance of 1,327.18 feet to a point; thence
64. North 65°33'47" West, a distance of 657.96 feet to a point; thence
65. North 52°33'44" West, a distance of 141.70 feet to a point on the southeasterly line of Germania Station Road; thence
66. North 36°19'41" East, along said line, a distance of 535.65 feet to the point and place of **BEGINNING.**


**CONTAINING** within said bounds 338.360 acres, more or less.

**CONSERVATION AREA #1 TOTALING** 533.086 acres, more or less.

This description was prepared in accordance with a Map of Survey entitled "BASF Toms River Conservation Easements, Tax Lots 6.01, 6.02, 6.03 and 9.03, Block 411 & Tax Lot 62, Block 409, Toms River Township, Ocean County, New Jersey" prepared by Vargo Associates dated May 18, 2021 and noted as Project Number 21072.

August 12, 2022

Prepared by:



Michael R. Vargo  
Professional Land Surveyor  
N.J. License #GS33182

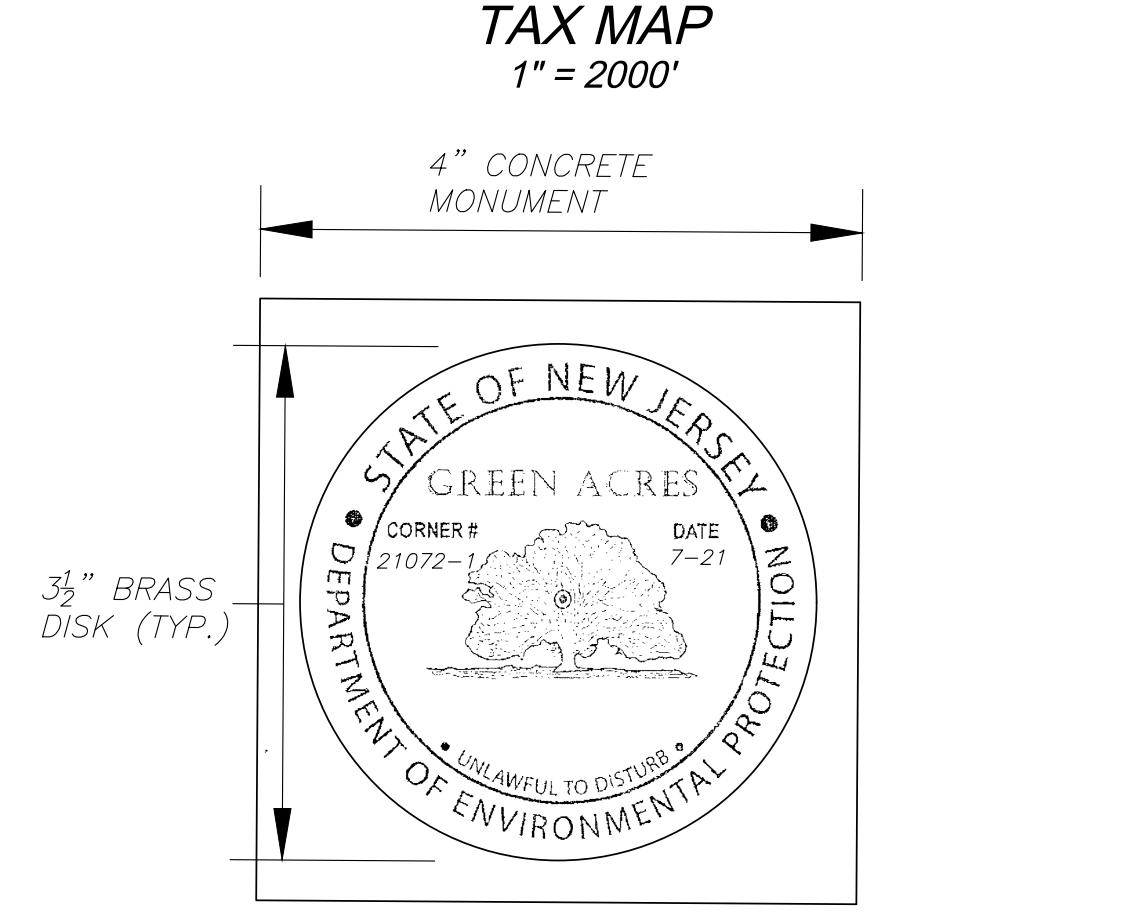
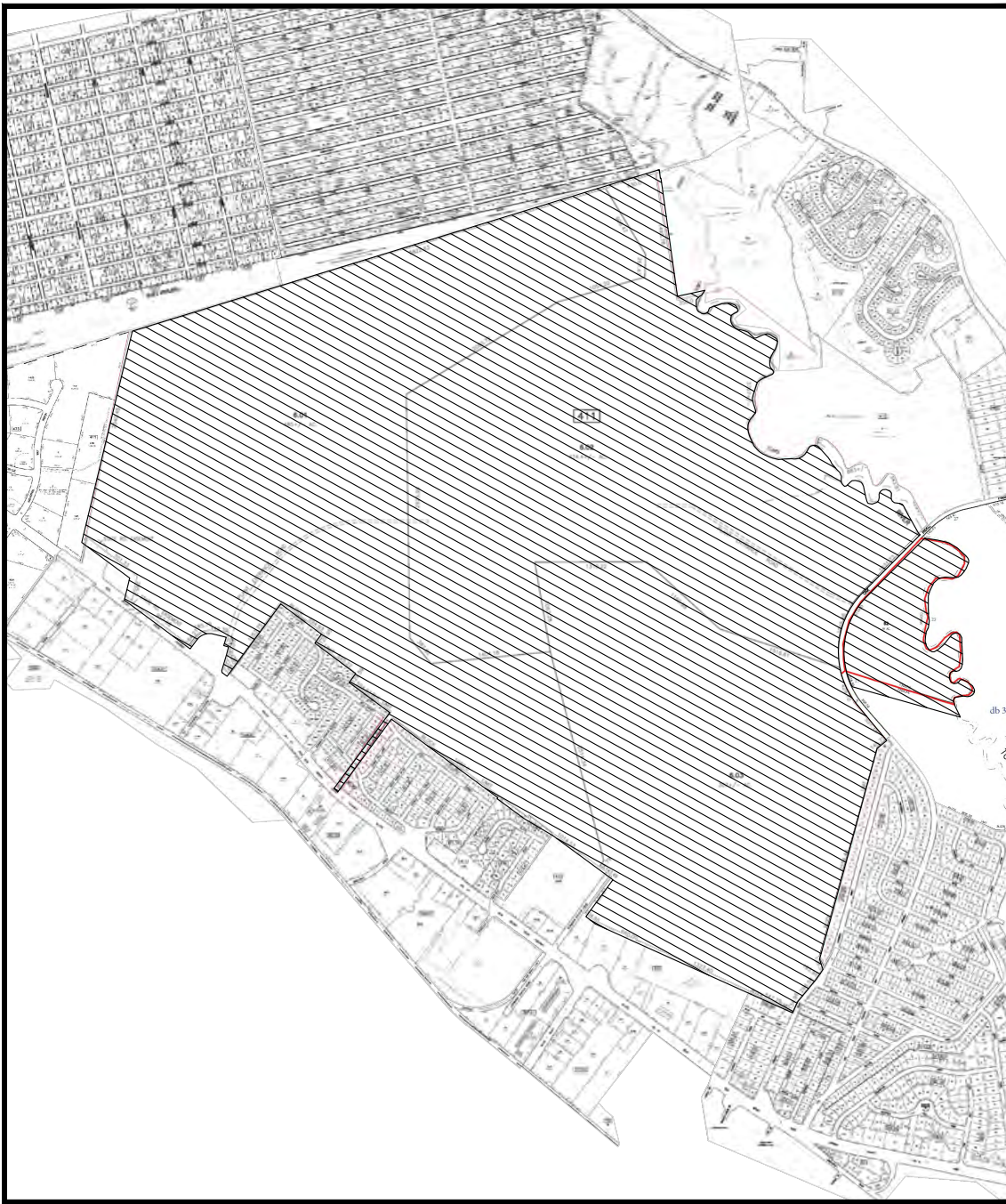
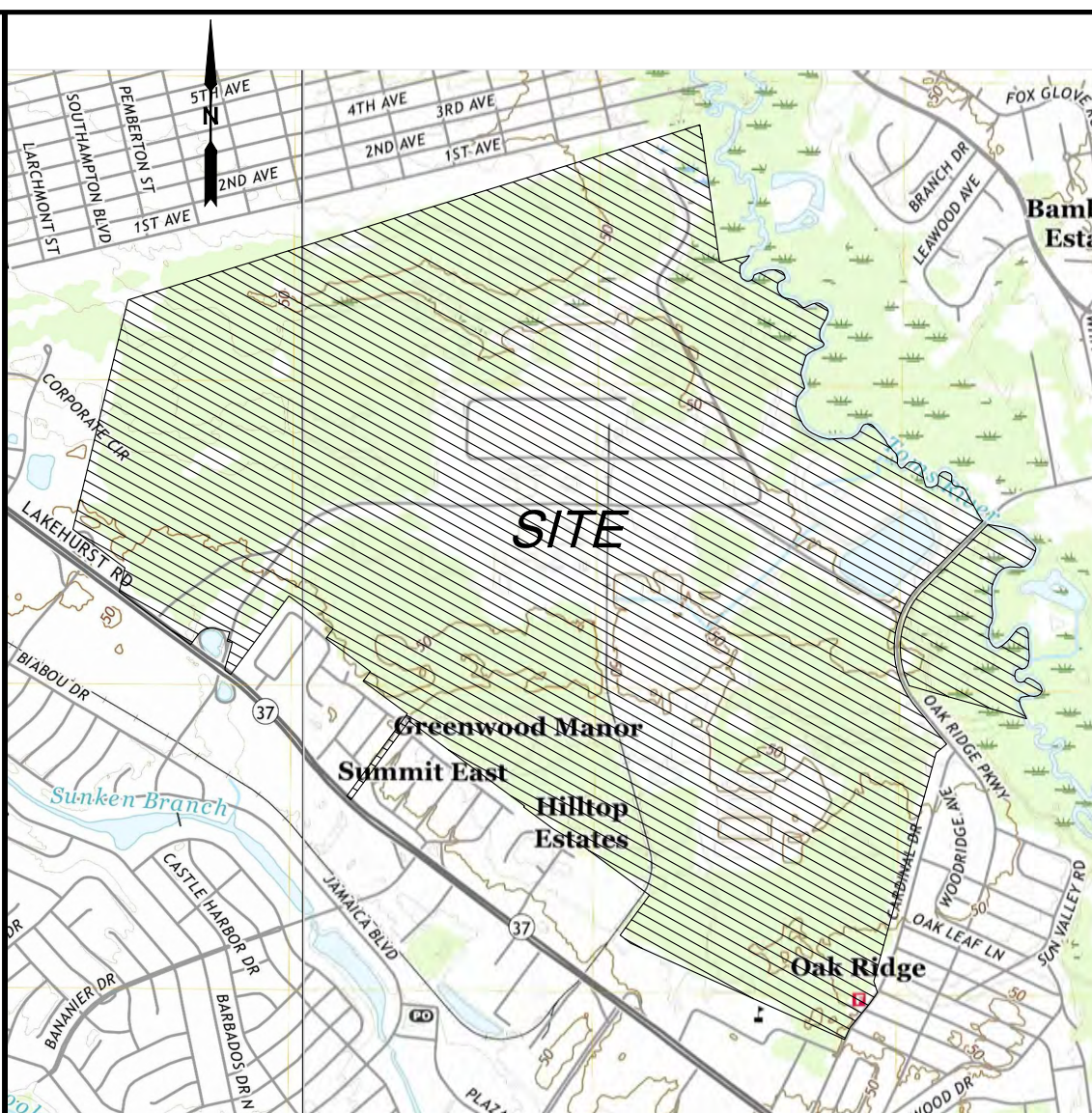
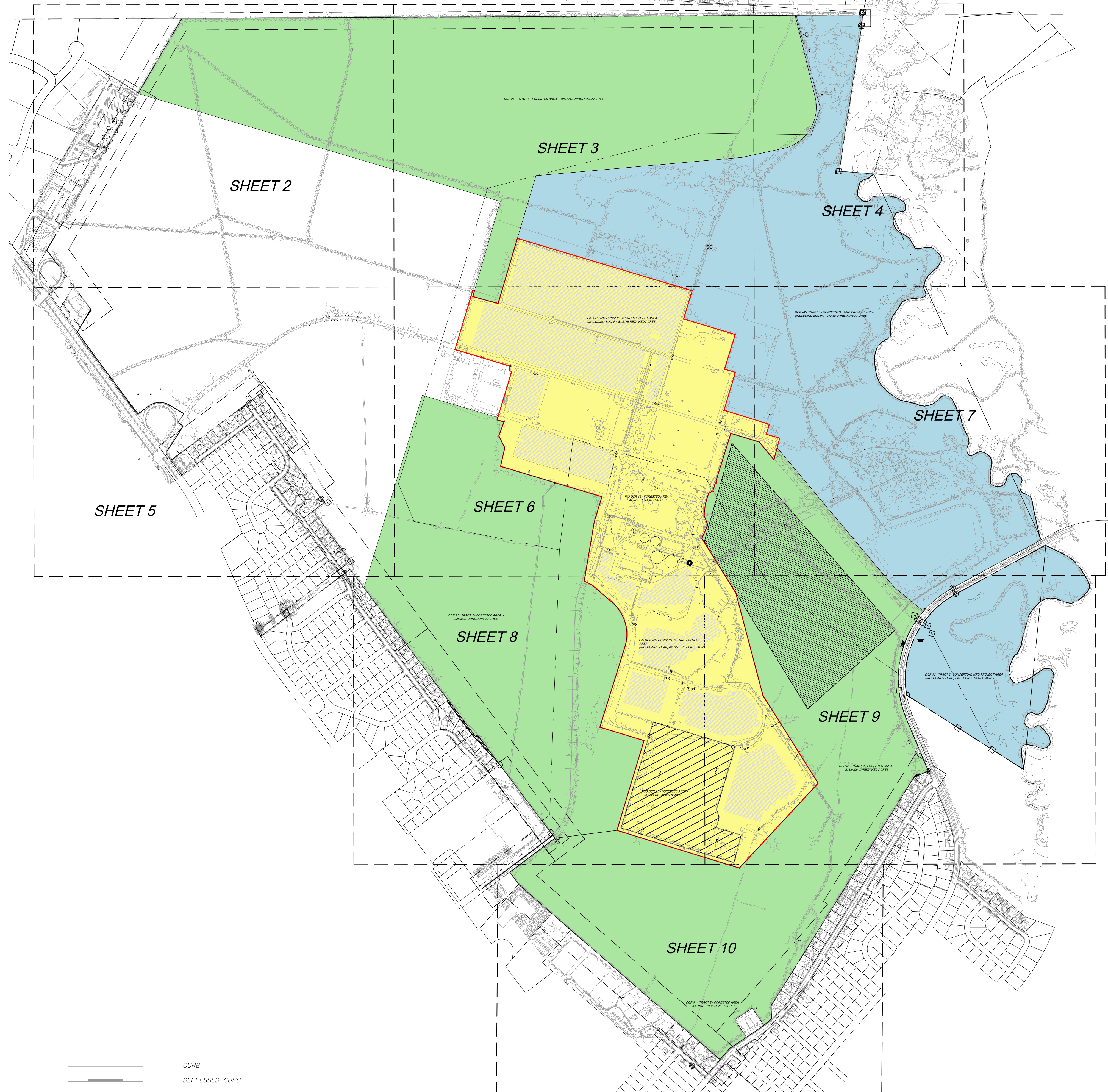


# BASF TOMS RIVER CONSERVATION EASEMENTS

TAX LOTS 6.01, 6.02, 6.03 & 9.03, BLOCK 411 AND TAX LOT 62, BLOCK 409  
TOMS RIVER TOWNSHIP, OCEAN COUNTY, NEW JERSEY

**NOTES:**

- PROPERTY KNOWN AS TAX LOTS 6.01, 6.02, 6.03 & 9.03, BLOCK 411 AND TAX LOT 62, BLOCK 409 AS SHOWN ON SHEETS 27, 27.02 & 56 OF THE TAX ASSESSMENT MAPS OF TOMS RIVER TOWNSHIP, OCEAN COUNTY, NEW JERSEY.
- THIS SURVEY IS REFERENCED TO:
  - A TITLE SEARCH REPORT PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, FILE NO. 20100289107, REPORT DATE, SEPTEMBER 1, 2020, AS TO LOTS 6.01, 6.02, 6.03 & 9.03, BLOCK 411.
  - A TITLE REPORT TO BE PROVIDED) AS TO LOT 62, BLOCK 409; LOT B, BLOCK 411.32 & LOT 12, BLOCK 411.34.
- REFERENCE DEEDS:
  - LOTS 6.01, 6.02, 6.03 & BLOCK 411; DEED BOOK 15725-1589; INSTRUMENT # 2014002646
  - LOT 6.02, BLOCK 411; DEED BOOK 15946-1595; INSTRUMENT # 2014104628
  - LOT 62, BLOCK 409; DEED BOOK 14277-498; INSTRUMENT # 2010034237
- REFERENCE MAPS:
  - MAP OF HILLTOP ESTATES PREPARED BY JOHN C FELLOWS & SON, DATED OCTOBER 1958, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # 4427.
  - SUBDIVISION MAP OF PROPERTY OF CATHERINE VAN STEENBURGH PREPARED BY JOHN A ERNST, JR. DATED AUGUST 1962, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # 4462.
  - MAP OF BLOCKS 9, 11 & 13 AND PORTION BLOCKS 15 & 30, OAK RIDGE BY JOHN A ERNST, JR., DATED NOVEMBER 1959, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # 4438.
  - MAP OF GERMANIA VILLAGE PREPARED BY A.P. IRONS UNDATED AND IN JUNE 1879 A TRACING OF THIS MAP WAS FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # C234.
  - FINAL MAP OF SUMMIT EAST PREPARED BY FELLOWS & READ, DATED NOVEMBER 1961, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # C297.
  - AMENDED MAP OF SHERWOOD MANOR PREPARED BY G ALBERT PLATT, DATED MAY 1953, REVISED OCTOBER 1954, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # C358.
  - MAP OF SHERWOOD MANOR PREPARED BY G ALBERT PLATT, DATED MAY 1953, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # D289.
  - PLAN OF MAYNARD ESTATE PREPARED BY JOHN A ERNST, JR., DATED MARCH 1959, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # D432.
  - MINOR SUBDIVISION LOT 27, BLOCK 411, OAK RIDGE PREPARED BY JOHN A ERNST, JR., DATED JULY 1961, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # D450.
  - FINAL MAP OF PROPERTY EXCHANGE AGREEMENT BETWEEN TOMS RIVER CHEMICAL CORP & WINDING RIVER RANCH INC. PREPARED BY FELLOWS, READ & WEBER, DATED NOVEMBER 1967, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # E276.
  - FINAL MAP OF SUBDIVISION NORTHAMPTON GLEN SECTION 2 PREPARED BY ERNST, ERNST & LISSENDEN, DATED DECEMBER 1978, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # E339.
  - FINAL MAP OF OAK RIDGE SECTION 6C & 7 PREPARED BY FELLOWS, READ & WEBER, DATED OCTOBER 1967, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # F341.
  - PLAN OF GREENWOOD MANOR PREPARED BY JOHN A ERNST, JR., DATED MARCH 1956, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # F434.
  - MAP OF SUBDIVISION OF JAMES & ANN GARBARINO PROPERTY PREPARED BY FELLOWS & READ, DATED NOVEMBER 1960, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # F444.
  - MINOR SUBDIVISION OF LOTS 4, 6, 7, BLOCK 4, SHERWOOD MANOR PREPARED BY FELLOWS, READ & WEBER, DATED NOVEMBER 1968, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # F571.
  - FINAL MAP OF OAK RIDGE SECTION 6-B & LOT 18 SECTION 6-A PREPARED BY FELLOWS & READ, DATED JUNE 1965, REVISED JULY 1965, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # G251.
  - 120 ACRE SUBDIVISION TOMS RIVER TRACT, TOMS RIVER CHEMICAL CORPORATION PREPARED BY SEIDEL, SCHEIDT & CO., DATED JULY 1966, REVISED DECEMBER 1966, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # G279.
  - RESUBDIVISION MAP LOTS 27 & 28, BLOCK 30 OAK RIDGE SECTION 6C PREPARED BY FELLOWS, READ & WEBER, DATED FEBRUARY 1969, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # G578.
  - MINOR SUBDIVISION OF TAX MAP 58.01 BLOCK 411 LOT 133 FOR WAL-MART STORES PREPARED BY LANGAN ENGINEERING, DATED AUGUST 1993, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # H202.
  - MINOR SUBDIVISION MAP, TAX MAP LOT 1.02 BLOCK 411 AND LOT 6 BLOCK 472 PREPARED BY DONALD W SMITH ASSOCIATES, PA, DATED APRIL 1987, REVISED DECEMBER 1987, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # H1981.
  - FINAL PLAT - MAJOR SUBDIVISION PIN OAK SECTION 1 PREPARED BY FELLOWS, READ & ASSOCIATES, INC., DATED SEPTEMBER 1986, REVISED FEBRUARY 1988, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # H1991.
  - FINAL PLAT MAJOR SUBDIVISION CREAM RIDGE ESTATES PREPARED BY SHEPHERD, WEINERT & SHIELDS, DATED OCTOBER 1987, REVISED JULY 1988, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # H2096.
  - FINAL MAP OF OAK RIDGE SECTION 6-A PREPARED BY FELLOWS & READ, DATED APRIL 1965, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # I488.
  - SUBDIVISION MAP LOTS 1 THRU 5 INCL., BLOCK 1 AS SHOWN ON MAP OF GREENWOOD MANOR PREPARED BY ERNST, ERNST & LISSENDEN, DATED MAY 1966, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # I520.
  - NUDOT ALIGNMENT PRESERVATION MAP DATED MARCH 1987, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # I1833.
  - FINAL PLAT - MAJOR SUBDIVISION PIN OAK SECTION II PREPARED BY FELLOWS, READ & ASSOCIATES, INC., DATED AUGUST 1981, REVISED JANUARY 1988, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # I1951.
  - MAP OF TOMS RIVER INDUSTRIAL PARK PREPARED BY T&M ASSOCIATES, DATED JUNE 1975, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # J70.
  - PLAN OF SURVEY & MINOR SUBDIVISION SHOWCASE PUBLICATIONS, INC. INDUSTRIAL WAY NORTH & CORPORATE CIRCLE PREPARED BY SCHOOR DEPALMA, DATED AUGUST 2005, REVISED OCTOBER 2005, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # J865.
- REFERENCE MAPS - NOT FILED
  - ALTA/NSPS LAND TITLE SURVEY 227 OAK RIDGE PARKWAY BLOCK 411, LOTS 6.02 & 6.03 PREPARED BY BOWMAN CONSULTING GROUP, LTD., DATED JUNE 2020, REVISED NOVEMBER 2020, PROVIDED BY BASF.
  - PLAN SHOWING SIDE TRACKS SERVING TOMS RIVER CHEMICAL CORPORATION PREPARED BY CRR CO OF NJ DATED SEPTEMBER 1948, REVISED JANUARY 1963, PROVIDED BY CORNELL.
  - PLANS OF OAK RIDGE PARKWAY FROM THE TOMS RIVER-CASSVILLE ROAD TO ST. HWY ROUTE 37 PREPARED BY LAWRENCE WAGNER, COUNTY ENGINEER, DATED JUNE 1965, PROVIDED BY OCEAN COUNTY ENGINEER'S OFFICE.
  - TOMS RIVER MERCHANT SOLAR, LLC PROPOSED 35 MW DC SOLAR FACILITY PRELIMINARY AND FINAL SITE PLAN PREPARED BY WESTON SOLUTIONS DATED NOVEMBER 2019, REVISED JANUARY 2020, PROVIDED VIA OPRA REQUEST TO TOMS RIVER TOWNSHIP.
  - LAKEWOOD-TOMS RIVER 33KV TRANSMISSION LINE CSS SUPPLY TO CIBA STATES, LTD PREPARED BY JCP&L DRAWING 026, SHEET 6A, DATED NOVEMBER 1950, REVISED APRIL 1956, PROVIDED BY JCP&L.
  - CIBA STATES LIMITED, 33KV TAP, B-54 LINE PREPARED BY JCP&L DRAWING 016215, DATED DECEMBER 1950, REVISED SEPTEMBER 1983, PROVIDED BY JCP&L.
  - PARCELS 15B & 15C ON GENERAL PROPERTY KEY MAP ROUTE 37, SECTION 3 PREPARED BY NJ STATE HIGHWAY DEPARTMENT, DATED DECEMBER 1958, REVISED AUGUST 1951, PROVIDED BY NJDOT.
  - PARCEL R11 ON ENTIRE TRACT MAP ROUTE 37 (1953) SECTION 8 PREPARED BY NJ DOT DATED OCTOBER 1980, REVISED JANUARY 1983, PROVIDED BY NJDOT.
  - PARCEL ER98D ENTIRE TRACT MAP ROUTE 37 (1953) SECTION 8 PREPARED BY NJ DOT DATED JUNE 1986, REVISED JANUARY 1989, PROVIDED BY NJDOT.
  - PARCEL ER98A, ER98B, ER98C & ER98D ENTIRE TRACT MAP ROUTE 37 (1953) SECTION 8 PREPARED BY NJ DOT DATED LINE 1986, REVISED SEPTEMBER 1991, PROVIDED BY NJDOT.
  - DETAIL OF NATURAL GAS PIPE LINE ROW DRAWING #1566 TITLED TOMS RIVER CHEMICAL CORPORATION PLOT PLAN 11-1961 ATTACHED TO DEED 2314-389 - VERY POOR COPY.
  - MINOR SUBDIVISION OF BLOCK 411, TAX LOT 6, 84, 101, 124, 130 & 131 BASF CORPORATION PREPARED BY HEDGES & ASSOCIATES INC., DATED OCTOBER 2012, REVISED SEPTEMBER 2013, PROVIDED BY BASF.
- HORIZONTAL DATUM IS REFERENCED TO NEW JERSEY STATE PLANE COORDINATES (NAD '83-2011). PROJECT COORDINATES PROJECTED TO GROUND BASED ON THE FOLLOWING:
  - SURVEY SCALED TO GROUND: PNT #2016
  - GROUND SCALE FACTOR: 1.000978482067
  - GROUND COORDINATES: N:418999.3330 E:566385.6700 Z:47.06
  - VERTICAL DATUM: NAVD 1988
- PHYSICAL FEATURES AND TOPOGRAPHIC INFORMATION TAKEN FROM A FIELD SURVEY PERFORMED BY THIS OFFICE BETWEEN MAY AND JULY 2021 AND SUPPLEMENTED WITH PLANIMETRIC DATA DEVELOPED BY AXIS GEOSPATIAL, LLC, JOB NUMBER: 21096-2102, PHOTOGRAPHY FLOWN: 04-03-21 WITH DIGITAL MAPPING AERIAL PHOTOGRAPHY GSD @ 15CM.
- ADJOINING PROPERTY LINES ARE BASED ON DEEDS OF RECORD AND MUNICIPAL TAX MAPS.
- THE FEMA FLOOD INSURANCE RATE MAP FOR OCEAN COUNTY, NEW JERSEY MAP NUMBER J42020301F, EFFECTIVE DATE SEPTEMBER 29, 2006 INDICATES PORTIONS OF THE PROJECT ARE IN ZONES X AND AE.
- PROPERTY IS SUBJECT TO EASEMENTS TO JERSEY CENTRAL POWER AND LIGHT AND NJ BELL AS SET FORTH IN DB 1386, PG 314 AND DB 1408, PG 188 - NOT PLOTTABLE.



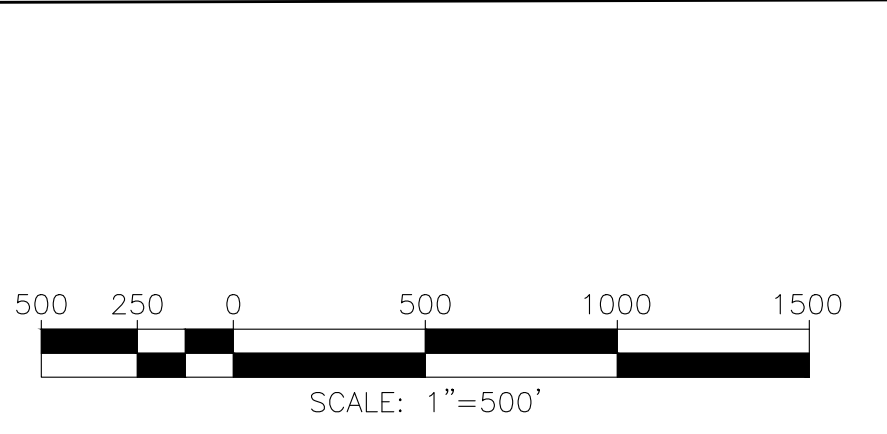
**LEGEND OF CONSERVATION RESTRICTION AREAS**

Green	OCR #1: FORESTED = 533.086± ACRES
Blue	OCR #2: PROJECTS = 255.9± ACRES
Yellow	OCR #3: RETAINED = 210.936± ACRES

**LEGEND**

Concrete Monument	Sign	Curb
Iron Pin	Traffic Light	Depressed Curb
Magnal	Tree	Edge of Pavement
Iron Pipe	Unknown Manhole	Edge of Stone
Bollard	Unknown Valve	Edge of Dirt
Fire Hydrant	Utility Pole	Edge of Water
Guy Wire	Utility Pole W/Light	Chain Link Fence
Headwall/Flared End Section	Wetlands Marsh Symbol	Vinyl Fence
'X' Inlet	Rock Symbol	Wood Fence
'E' Inlet	Handicap Paint Symbol	Guide Rail
Light Pole	Pillar	Property Line
Light Post	Unknown Object	Railroad Tracks
Mailbox	Solar Panel Area	Woods Line
Electric Box	CAFRA Restriction Area	
Shrub	Restricted Waste Management Area	
Monitoring Well		

## GENERAL LOCATION MAP AND SHEET KEY



**BASF TOMS RIVER CONSERVATION EASEMENTS**

DATE	NO.	REVISIONS	BY	APPR.

MAP OF SURVEY  
227 OAK RIDGE PARKWAY  
TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ  
PREPARED FOR:  
BASF CORPORATION

**VARGO ASSOCIATES**  
Surveying and Mapping  
P.O. Box 647, Franklinville New Jersey  
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Certificate of Authorization # 24CA08021200

**MICHAEL R. VARGO**  
N.J. Professional Land Surveyor License No. 33182 & Planner License No. QS-3027  
PA. Professional Land Surveyor License No. SU-055513-E  
DE. Professional Land Surveyor License No. 96-0008000

SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	1 OF 17



TAX LOT: 6  
BLOCK: 1  
N/F: MANCHESTER TOWNSHIP

MUNICIPAL BOUNDARY MANCHESTER TOWNSHIP

TOMS RIVER TOWNSHIP N72°58'09"E 6,452.78'

DCR #1 - TRACT 1 - FORESTED AREA - 194.726± UNRETAINED ACRES

TAX LOT: 6.01  
BLOCK: 411  
N/F: BASF CORPORATION  
485± ACRES

TAX LOT: 14.02  
BLOCK: 122  
N/F: 180' INDUSTRIAL  
WAY, LLC & P. BROWN

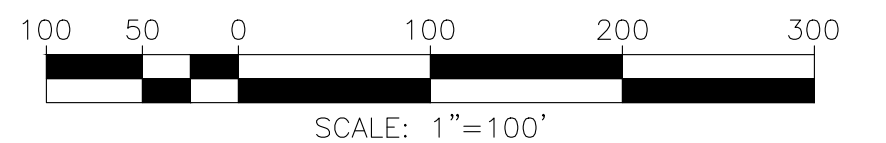
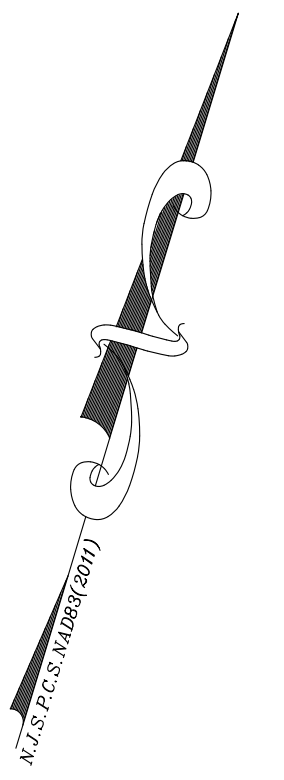
TAX LOT: 1.02  
BLOCK: #112  
N/F: INDUSTRIAL  
WAY, LLC & P. BROWN

TAX LOT: 6.01  
BLOCK: #111  
N/F: BASF CORPORATION  
485± ACRES

TAX LOT: 1.01  
BLOCK: #111  
N/F: FRED GROUP LP

SHEET 3

SHEET 5



Know what's below.  
Call before you dig.

**BASF TOMS RIVER CONSERVATION EASEMENTS**

DATE	NO.	REVISIONS	BY	APPR.
MAP OF SURVEY 227 OAK RIDGE PARKWAY TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ PREPARED FOR: BASF CORPORATION				

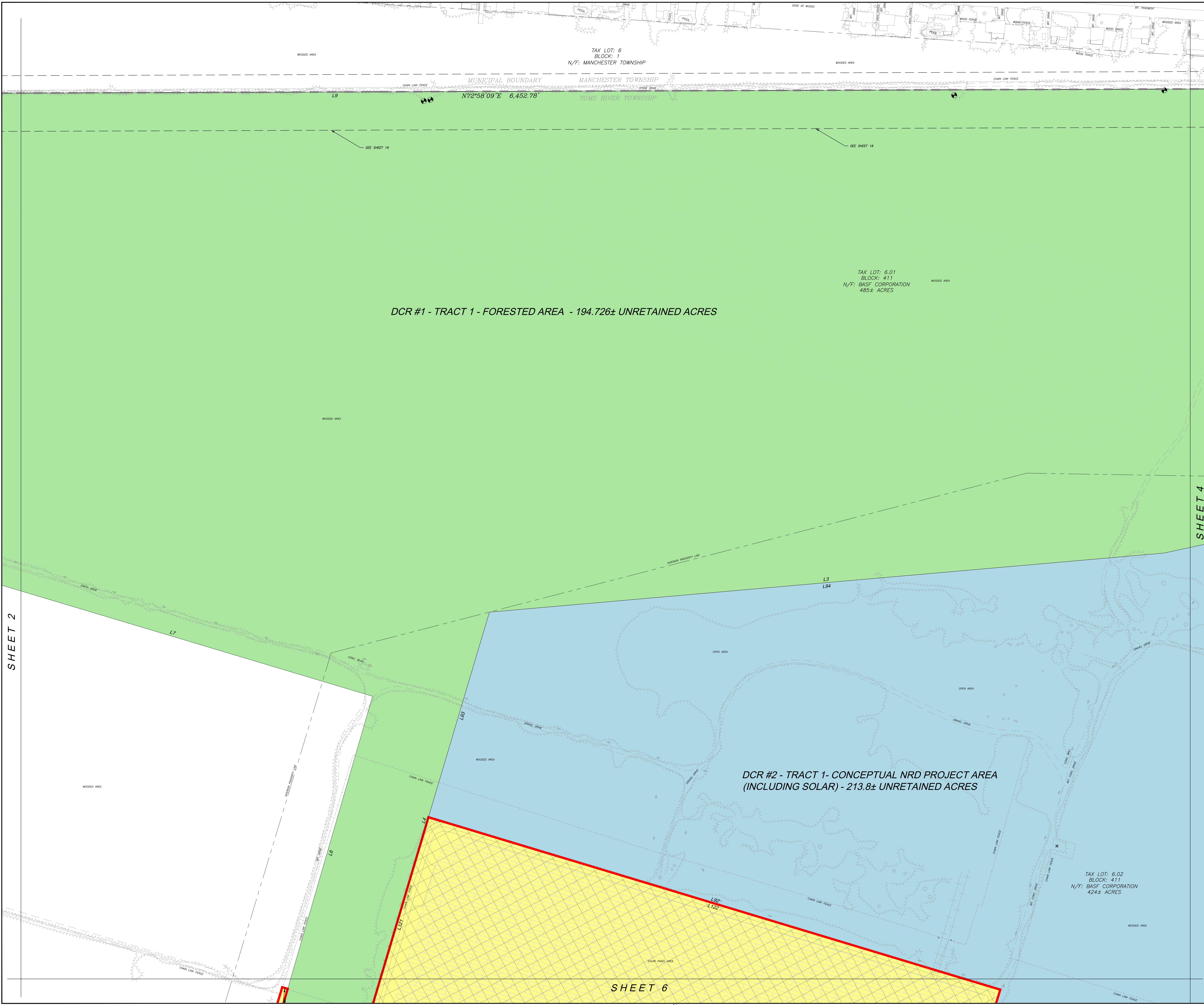


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SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	2 OF 17

*Michael R. Vargo*  
**MICHAEL R. VARGO**  
N.J. Professional Land Surveyor Lic. No. 33182 & Planner Lic. No. 05-3927  
PA. Professional Land Surveyor License No. SU-055513-E  
DE. Professional Land Surveyor License No. 96-0008000





TAX LOT: 6  
BLOCK: 1  
N/F: MANCHESTER TOWNSHIP

MUNICIPAL BOUNDARY  
MANCHESTER TOWNSHIP  
TOMS RIVER TOWNSHIP

N72°58'09"E 6,452.78'

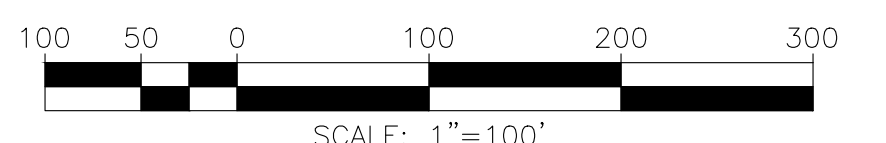
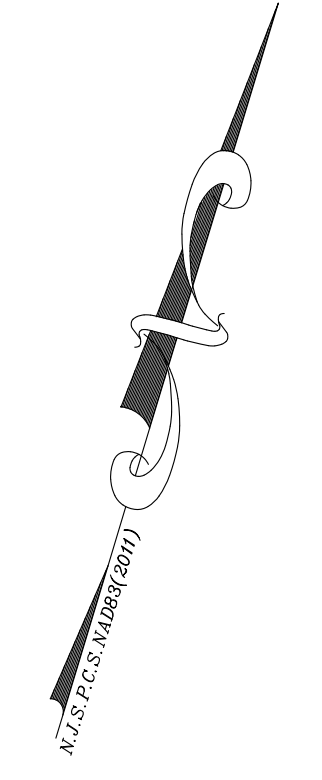
TAX LOT: 6.01  
BLOCK: 411  
N/F: BASF CORPORATION  
485± ACRES

DCR #1 - TRACT 1 - FORESTED AREA - 194.726± UNRETAINED ACRES

DCR #2 - TRACT 1 - CONCEPTUAL NRD PROJECT AREA  
(INCLUDING SOLAR) - 213.8± UNRETAINED ACRES

TAX LOT: 6.02  
BLOCK: 411  
N/F: BASF CORPORATION  
424± ACRES

SHEET 6



Know what's below.  
Call before you dig.

BASF TOMS RIVER CONSERVATION EASEMENTS

DATE	NO.	REVISIONS	BY	APPR.

MAP OF SURVEY  
227 OAK RIDGE PARKWAY  
TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ  
PREPARED FOR:  
BASF CORPORATION

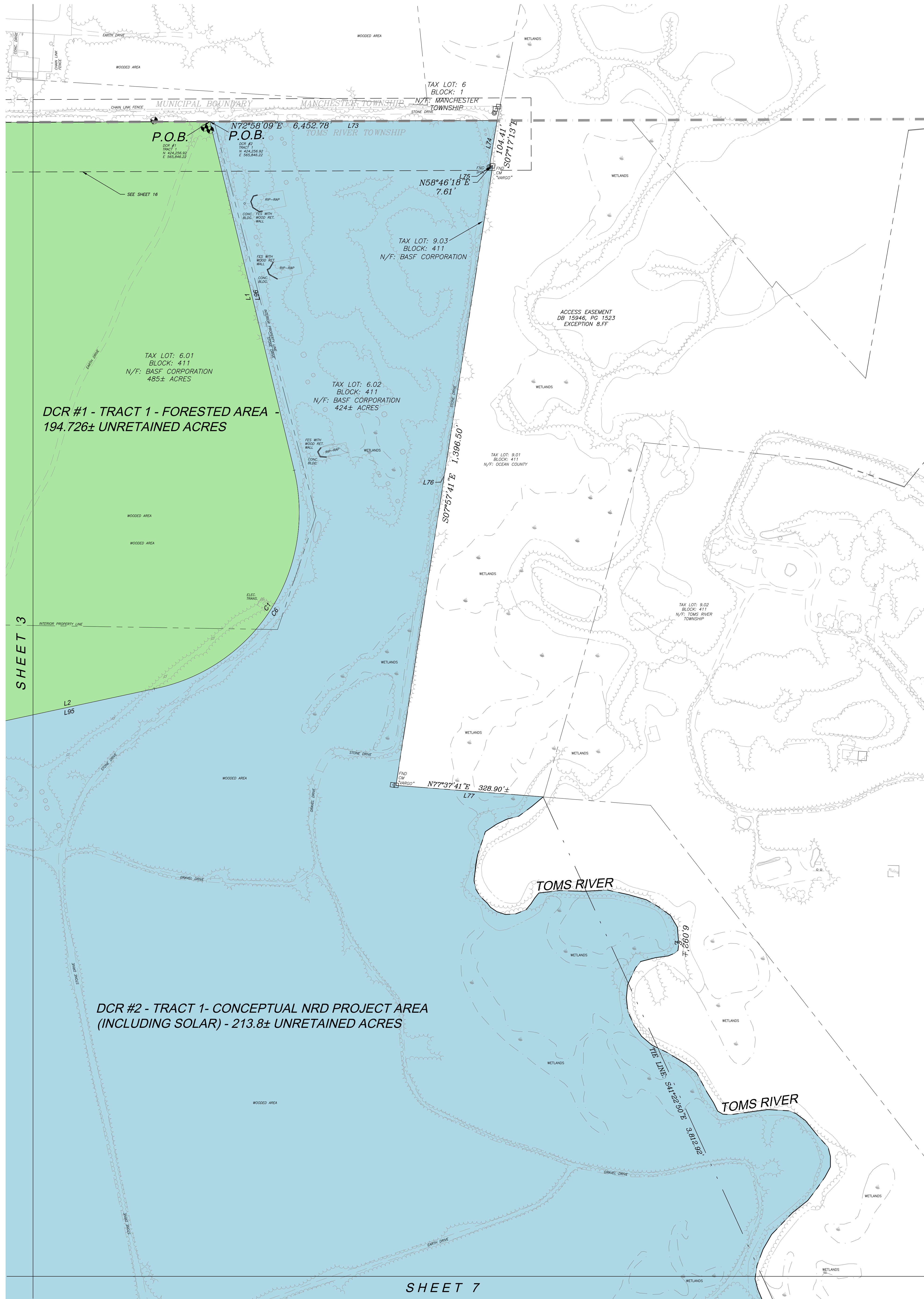
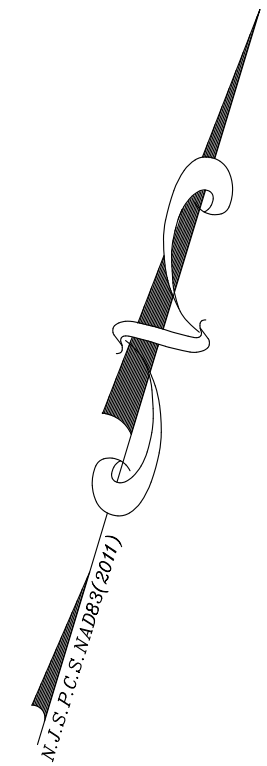


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SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	3 OF 17

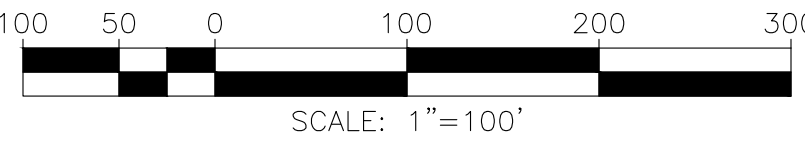
*Michael R. Vargo*  
**MICHAEL R. VARGO**  
N.J. Professional Land Surveyor Lic. No. 33182 & Planner Lic. No. 05-3927  
PA. Professional Land Surveyor License No. SU-055513-E  
DE. Professional Land Surveyor License No. 96-0008000





SHEET 3


SHEET 7



Know what's below.  
Call before you dig.

**BASF TOMS RIVER CONSERVATION EASEMENTS**

DATE	NO.	REVISIONS	BY	APPR.
MAP OF SURVEY 227 OAK RIDGE PARKWAY TOMS RIVER TOWNSHIP, OCEAN CITY, NJ PREPARED FOR: BASF CORPORATION				



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SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	4 of 17

*Michael R. Vargo*  
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PA. Professional Land Surveyor License No. SU-055513-E  
DE. Professional Land Surveyor License No. 96-0008000



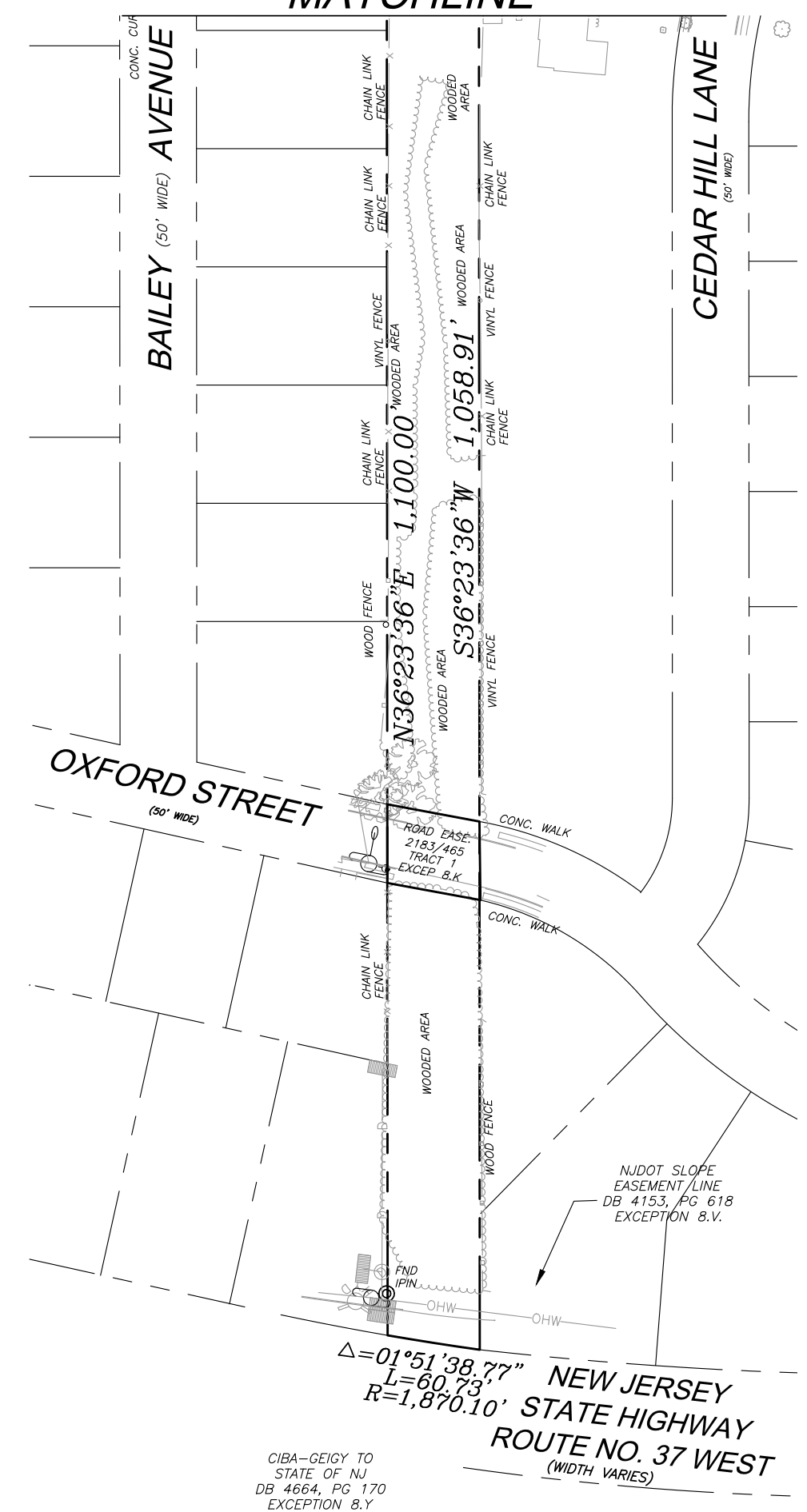
TAX LOT: 6.01  
BLOCK: 411  
N/F: BASF CORPORATION  
485± ACRES

TAX LOT: 6.01  
BLOCK: 411  
N/F: BASF CORPORATION  
485± ACRES


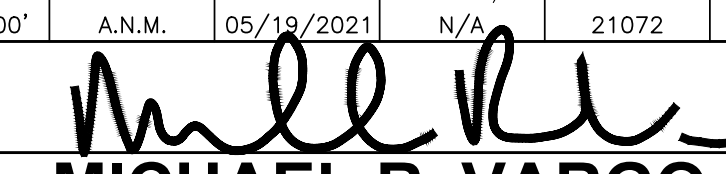
TAX LOT: 6.01  
BLOCK: 411  
N/F: BASF CORPORATION  
485± ACRES

SHEET 6

MATCHLINE

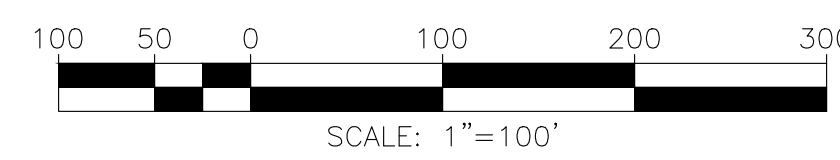


BASF TOMS RIVER CONSERVATION EASEMENTS

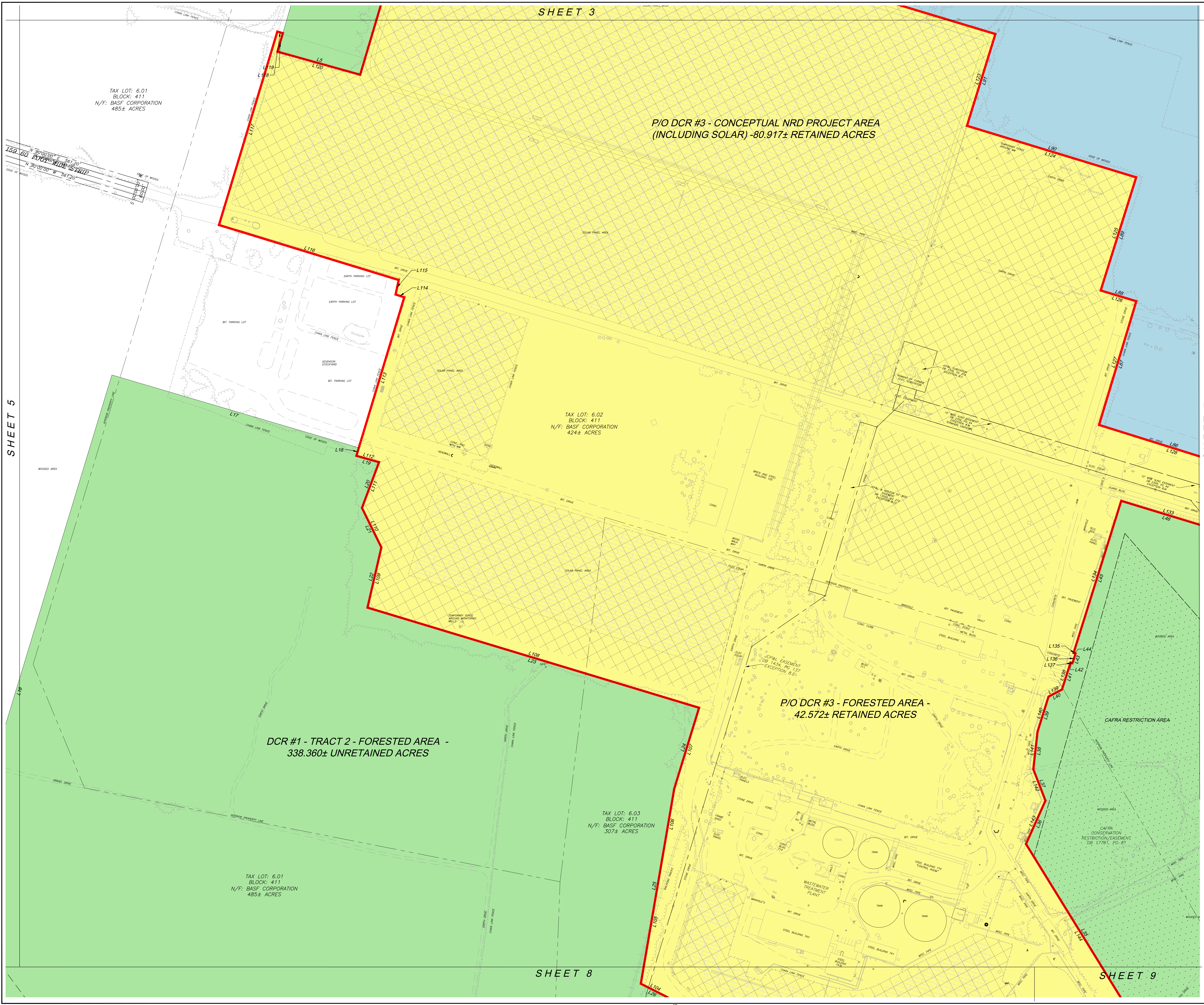
DATE	NO.	REVISIONS	BY	APPR.	
MAP OF SURVEY 227 OAK RIDGE PARKWAY TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ PREPARED FOR: BASF CORPORATION					
 <b>VARGO ASSOCIATES</b> Surveying and Mapping P.O. Box 647, Franklinville New Jersey 08322 (856) 694-1716 <small>© COPYRIGHT 2017 VARGO ASSOCIATES ALL RIGHTS RESERVED                      Certificate of Authorization # 24243921200</small>					
SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	5 OF 17
 <b>MICHAEL R. VARGO</b> <small>N.J. Professional Land Surveyor Lic. No. 33182 &amp; Planner Lic. No. 08-3927                      PA. Professional Land Surveyor License No. SU-05513-E                      DE. Professional Land Surveyor License No. 96-0008900</small>					



Know what's below.  
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SHEET 3

P/O DCR #3 - CONCEPTUAL NRD PROJECT AREA  
(INCLUDING SOLAR) - 80.917± RETAINED ACRES

TAX LOT: 6.02  
BLOCK: 411  
N/F: BASF CORPORATION  
424± ACRES

P/O DCR #3 - FORESTED AREA -  
42.572± RETAINED ACRES

DCR #1 - TRACT 2 - FORESTED AREA -  
338.360± UNRETAINED ACRES

TAX LOT: 6.03  
BLOCK: 411  
N/F: BASF CORPORATION  
307± ACRES

TAX LOT: 6.01  
BLOCK: 411  
N/F: BASF CORPORATION  
465± ACRES

TAX LOT: 6.01  
BLOCK: 411  
N/F: BASF CORPORATION  
485± ACRES

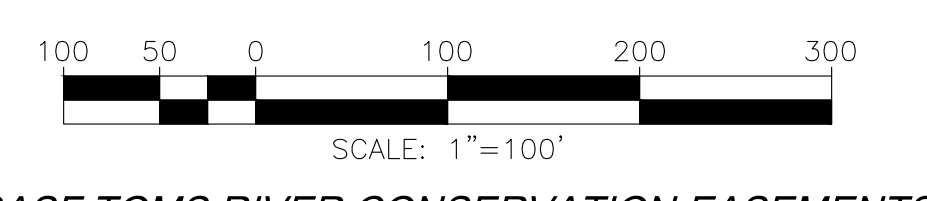
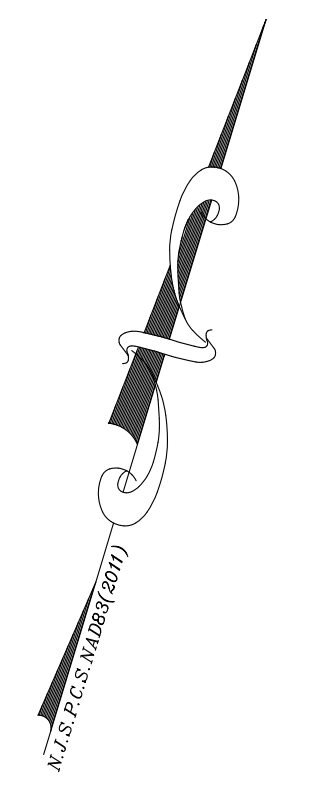
159.60' E 89°00'00" W 56.120'  
N 89°00'00" W 56.120'  
N 89°00'00" W 56.120'

SHEET 5

SHEET 7

SHEET 8

SHEET 9



BASF TOMS RIVER CONSERVATION EASEMENTS

DATE	NO.	REVISIONS	BY	APPR.
MAP OF SURVEY 227 OAK RIDGE PARKWAY TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ PREPARED FOR: BASF CORPORATION				



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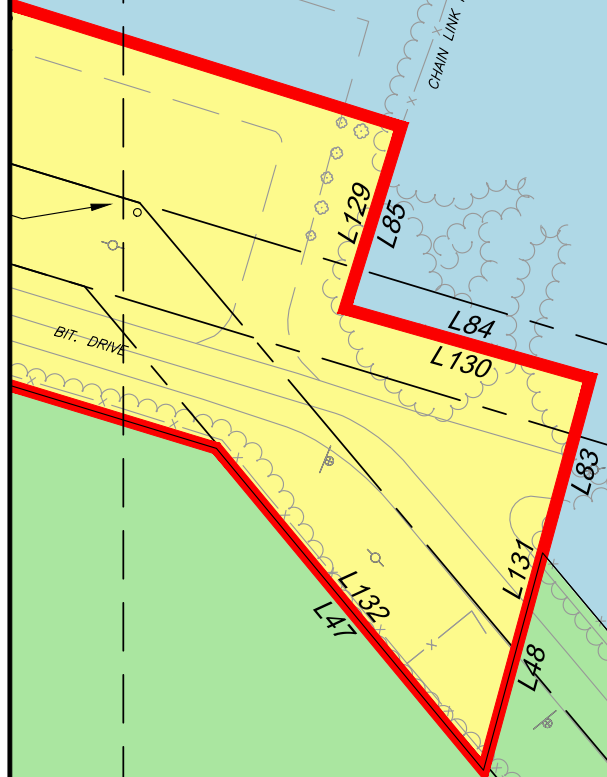
SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	6 OF 17

*Michael R. Vargo*  
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PA. Professional Land Surveyor License No. SU-055513-E  
DE. Professional Land Surveyor License No. 96-0008000



DCR #2 - TRACT 1 - CONCEPTUAL NRD PROJECT AREA  
(INCLUDING SOLAR) - 213.8± UNRETAINED ACRES

SHEET 6



TAX LOT: 6.02  
BLOCK: 411  
N/F: BASF CORPORATION  
424 ACRES

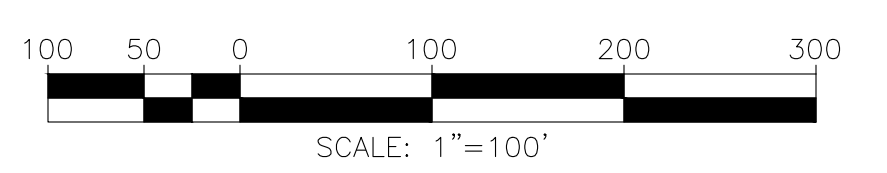
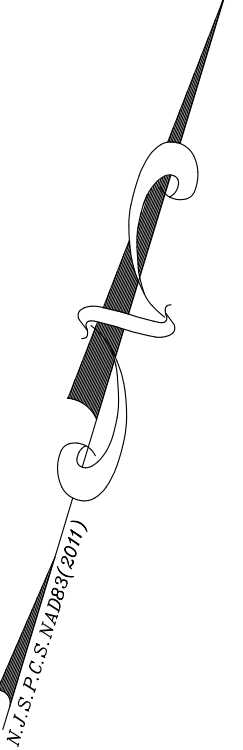
TAX LOT: 29  
BLOCK: 411  
N/F: TOWNSHIP OF  
TOMS RIVER

DCR #1 - TRACT 2 - FORESTED AREA -  
338.360± UNRETAINED ACRES

CAFRA  
CONSERVATION  
RESTRICTION EASEMENT  
DB-17781 - PG. 81.

TAX LOT: 62  
BLOCK: 409  
BASF CORPORATION  
42± ACRES

TAX LOT: 10  
BLOCK: 409  
N/F: TOWNSHIP OF TOMS  
RIVER



Know what's below.  
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**BASF TOMS RIVER CONSERVATION EASEMENTS**

DATE	NO.	REVISIONS	BY	APPR.

MAP OF SURVEY  
227 OAK RIDGE PARKWAY  
TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ  
PREPARED FOR:  
BASF CORPORATION



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1" = 100'	A.N.M.	05/18/2021	N/A	21072	7 of 17

*Michael R. Vargo*  
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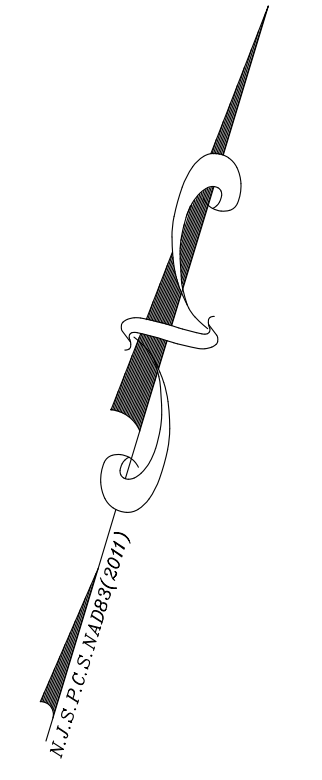
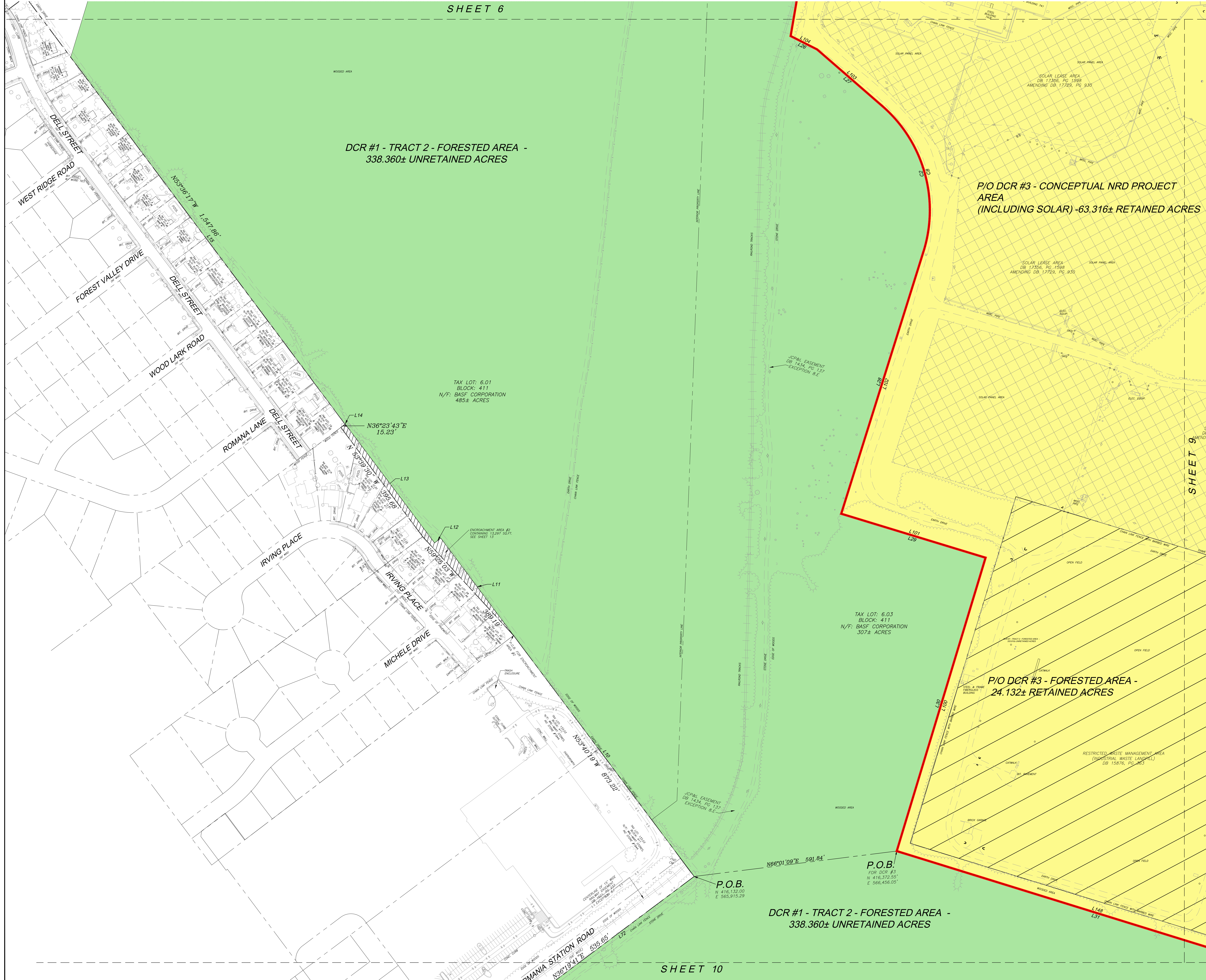


DCR #1 - TRACT 2 - FORESTED AREA -  
338.360± UNRETAINED ACRES

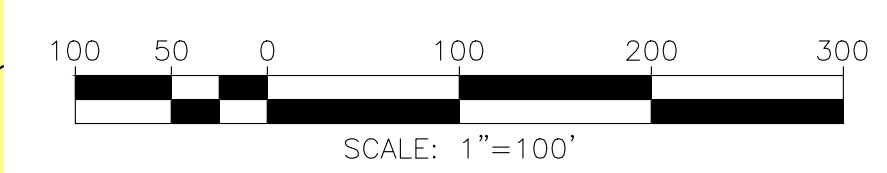
P/O DCR #3 - CONCEPTUAL NRD PROJECT  
AREA  
(INCLUDING SOLAR) -63.316± RETAINED ACRES

P/O DCR #3 - FORESTED AREA -  
24.132± RETAINED ACRES

DCR #1 - TRACT 2 - FORESTED AREA -  
338.360± UNRETAINED ACRES



SHEET 9



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**BASF TOMS RIVER CONSERVATION EASEMENTS**

DATE	NO.	REVISIONS	BY	APPR.

MAP OF SURVEY  
227 OAK RIDGE PARKWAY  
TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ  
PREPARED FOR:  
BASF CORPORATION

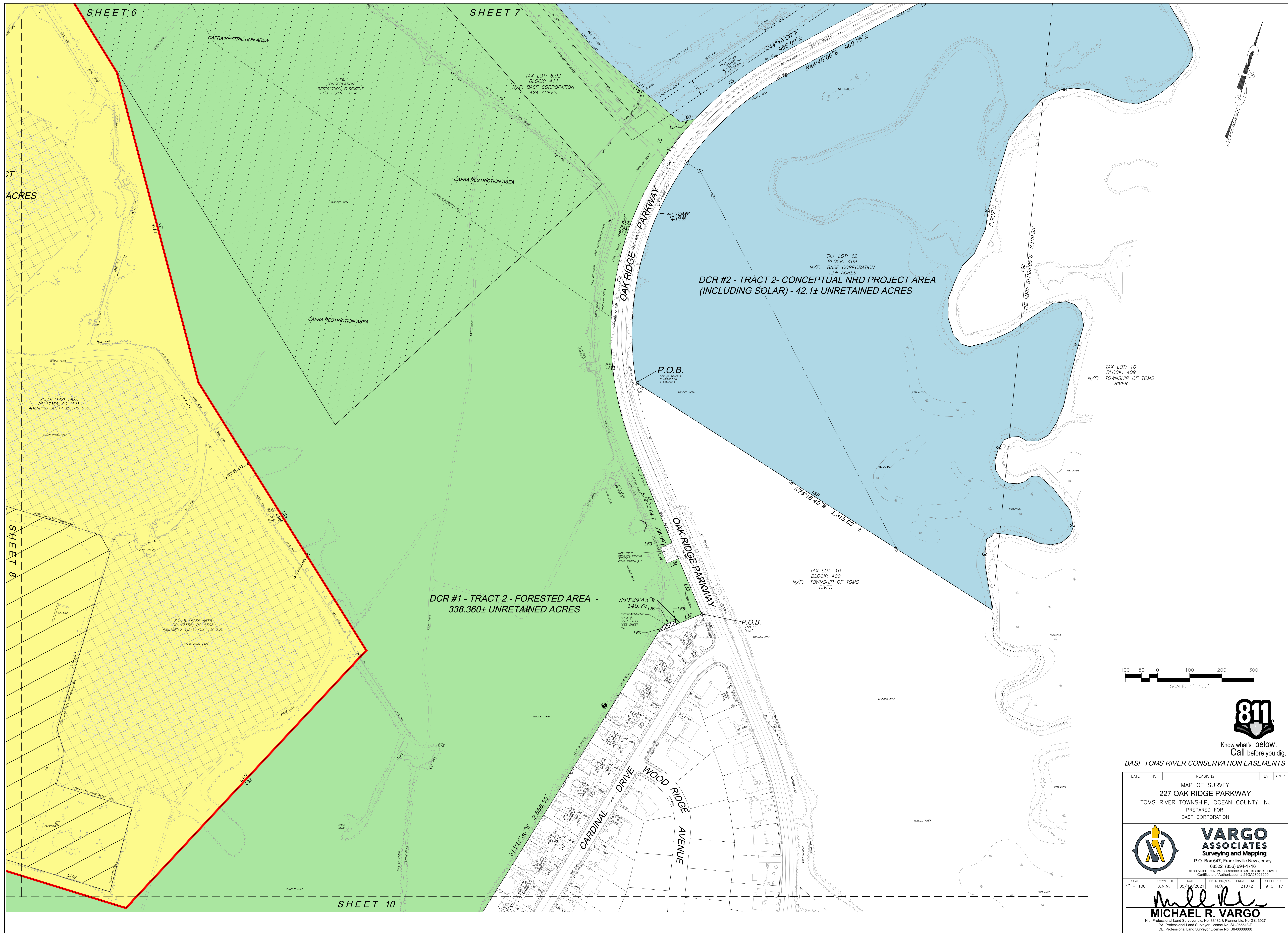


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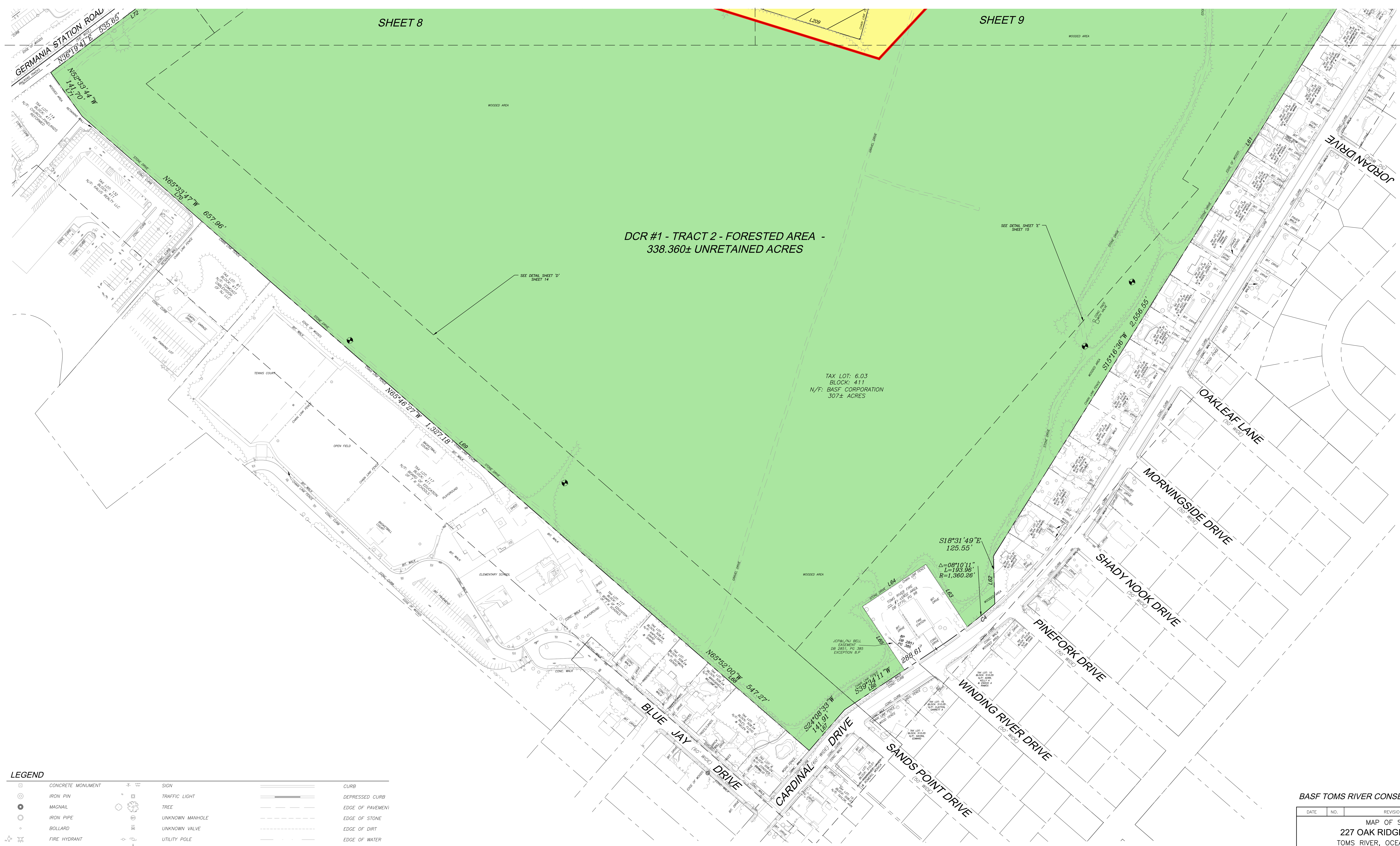
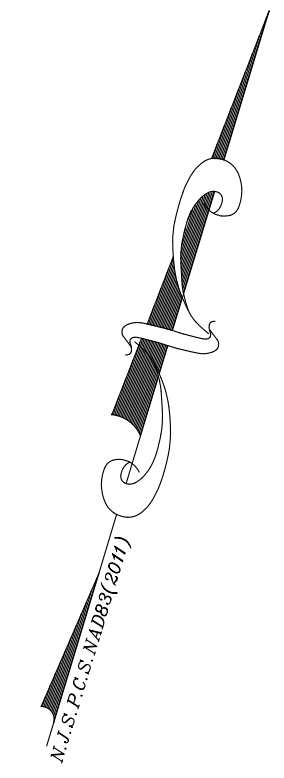
SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	8 OF 17

*Michael R. Vargo*  
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DE. Professional Land Surveyor License No. 98-0008000







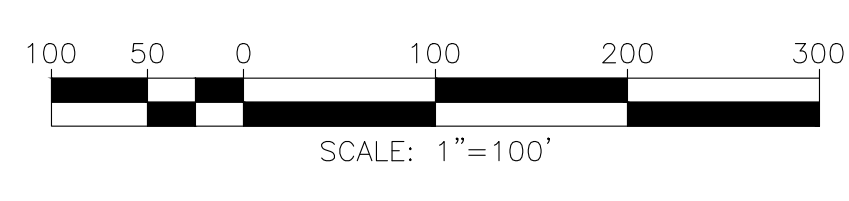


DCR #1 - TRACT 2 - FORESTED AREA -  
338.360± UNRETAINED ACRES

TAX LOT: 6.03  
BLOCK: 411  
N/F: BASF CORPORATION  
307± ACRES

**LEGEND**

	CONCRETE MONUMENT		SIGN		CURB
	IRON PIN		TRAFFIC LIGHT		DEPRESSED CURB
	MAGNAIL		TREE		EDGE OF PAVEMENT
	IRON PIPE		UNKNOWN MANHOLE		EDGE OF STONE
	BOLLARD		UNKNOWN VALVE		EDGE OF DIRT
	FIRE HYDRANT		UTILITY POLE		EDGE OF WATER
	GUY WIRE		UTILITY POLE W/LIGHT		CHAIN LINK FENCE
	HEADWALL/FLARED END SECTION		WETLANDS MARSH SYMBOL		VINYL FENCE
	"4\"/>		ROCK SYMBOL		WOOD FENCE
	"Z\"/>		HANDICAP PAINT SYMBOL		GUIDE RAIL
	LIGHT POLE		PILLAR		PROPERTY LINE
	LIGHT POST		UNKNOWN OBJECT		RAILROAD TRACKS
	MAILBOX		SOLAR PANEL AREA		WOODS LINE
	ELECTRIC BOX		CAFRA RESTRICTION AREA		
	SHRUB		RESTRICTED WASTE MANAGEMENT AREA		
	MONITORING WELL				



**BASF TOMS RIVER CONSERVATION EASEMENTS**

DATE	NO.	REVISIONS	BY	APPR.
MAP OF SURVEY 227 OAK RIDGE PARKWAY TOMS RIVER, OCEAN COUNTY, NJ PREPARED FOR: BASF CORPORATION				



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SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
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*Michael R. Vargo*  
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PA. Professional Land Surveyor License No. SU-055513-E  
DE. Professional Land Surveyor License No. 96-0008000



**SCHEDULE B**

**METES AND BOUNDS DESCRIPTION OF PROJECT PARCEL/DEED OF  
CONSERVATION RESTRICTION SETTLEMENT AREA 2**

DRAFT



## **CONSERVATION AREA #2 DESCRIPTION**

PART OF TAX BLOCK 411, LOTS 6.01, 6.02 AND 9.03 AND ALL OF TAX BLOCK 409, LOT 62  
TOMS RIVER TOWNSHIP, OCEAN COUNTY, NEW JERSEY

**ALL THOSE CERTAIN** tracts and parcels of land situate, lying and being in the Township of Toms River, County of Ocean, State of New Jersey and being more particularly described as follows:

### TRACT #1

**BEGINNING** at a point on the municipal division line between Manchester Township and Toms River Township at the division line between Conservation Restriction Area #1, Tract 1 and Conservation Restriction Area #2, Tract 1, said point having New Jersey State Plane Coordinate System Values North 424,256.92, East 565,846.22, and in said bearing system running; thence

1. North 72°58'09" East, a distance of 639.67 feet to a point; thence
2. South 07°17'13" East, a distance of 104.41 feet to a point; thence
3. North 58°46'18" East, a distance of 7.62 feet to a point; thence
4. South 07°57'41" East, a distance of 1,396.50 feet to a point; thence
5. North 77°37'41" East, a distance of 328.90 feet, more or less, to a point in the middle of Toms River; thence
6. In a general southeastward direction along the middle of Toms River, the various courses thereof, a distance 6,092 feet, more or less (tie line: South 41°22'50" East, 3,812.92 feet) to a point on the northwesterly line of Oak Ridge Parkway (66 feet wide); thence
7. South 44°45'06" West, along the northwesterly line of Oak Ridge Parkway, a distance of 956.06 feet, more or less, to a point of curvature in same; thence
8. Southwestwardly along a curve to the left having a radius of 983.00 feet, a central angle of 18°40'04", an arc length of 320.28 feet (chord bearing: South 35°25'33" West, distance 318.86 feet) to a point; thence
9. South 61°28'45" West, a distance of 47.77 feet to a point; thence
10. North 67°09'10" West, a distance of 337.29 feet to a point; thence
11. North 56°44'57" West, a distance of 1,719.82 feet to a point; thence
12. North 01°36'02" West, a distance of 94.23 feet to a point; thence
13. South 88°59'07" West, a distance of 132.74 feet to a point; thence
14. North 00°21'00" East, a distance of 99.22 feet to a point; thence
15. North 89°27'25" West, a distance of 449.91 feet to a point; thence
16. North 00°03'42" West, a distance of 374.12 feet to a point; thence
17. South 89°57'20" West, a distance of 107.73 feet to a point; thence
18. North 00°35'47" East, a distance of 343.35 feet to a point; thence
19. North 89°53'08" West, a distance of 512.40 feet to a point; thence
20. North 00°23'12" East, a distance of 278.14 feet to a point; thence
21. South 89°57'05" West, a distance of 1,730.03 feet to a point; thence
22. North 00°15'56" West, a distance of 619.43 feet to a point; thence

- 23. North 68°09'57" East, a distance of 1,960.90 feet to a point; thence
- 24. North 61°01'29" East, a distance of 390.97 feet to a point on a non-tangent curve; thence
- 25. Northeastwardly along a curve to the left, having a radius of 400.00 feet, a central angle of 92°28'59", an arc length of 645.65 feet (chord bearing: North 15°48'42" East, distance 577.81 feet) to a point of tangency; thence
- 26. North 30°25'47" West, a distance of 799.09 feet to the point and place of BEGINNING.

**CONTAINING** within said bounds 213.8 acres, more or less.

TRACT #2

**BEGINNING** at the southerly intersection of the division line between Toms River Township Tax Block 409 Lots 10 and 62 with the curved easterly right-of-way line of Oak Ridge Parkway (66 feet wide per tax map), said point having New Jersey State Plane Coordinate System Values North 418,391.96 feet, East 568,716.51 feet; thence

- 1. Northeastwardly along said curved right-of-way line having a radius of 917.00 feet, a central angle of 71°10'49", an arc length of 1,139.22 feet (chord bearing: North 09°10'11" East, distance 1,067.36 feet) to a point of tangency; thence
- 2. North 44°45'06" East, a distance of 969.75 feet, more or less, to the centerline of Toms River; thence
- 3. In a general southerly direction, along said centerline of Toms River, the various courses thereof, a distance of 3,972 feet, more or less (tie line: South 11°09'05" East, 2,139.35 feet) to a point; thence
- 4. North 74°16'40" West, a distance of 1,315.82 feet, more or less, to the point and place of **BEGINNING**.

**CONTAINING** within said bounds 42.1 acres, more or less.

**CONSERVATION AREA #2 TOTALING** 255.9 acres, more or less.

This description was prepared in accordance with a Map of Survey entitled "BASF Toms River Conservation Easements, Tax Lots 6.01, 6.02, 6.03 and 9.03, Block 411 & Tax Lot 62, Block 409, Toms River Township, Ocean County, New Jersey" prepared by Vargo Associates dated May 18, 2021 and noted as Project Number 21072.

August 12, 2022

Prepared by:



Michael R. Vargo  
Professional Land Surveyor  
N.J. License #GS33182

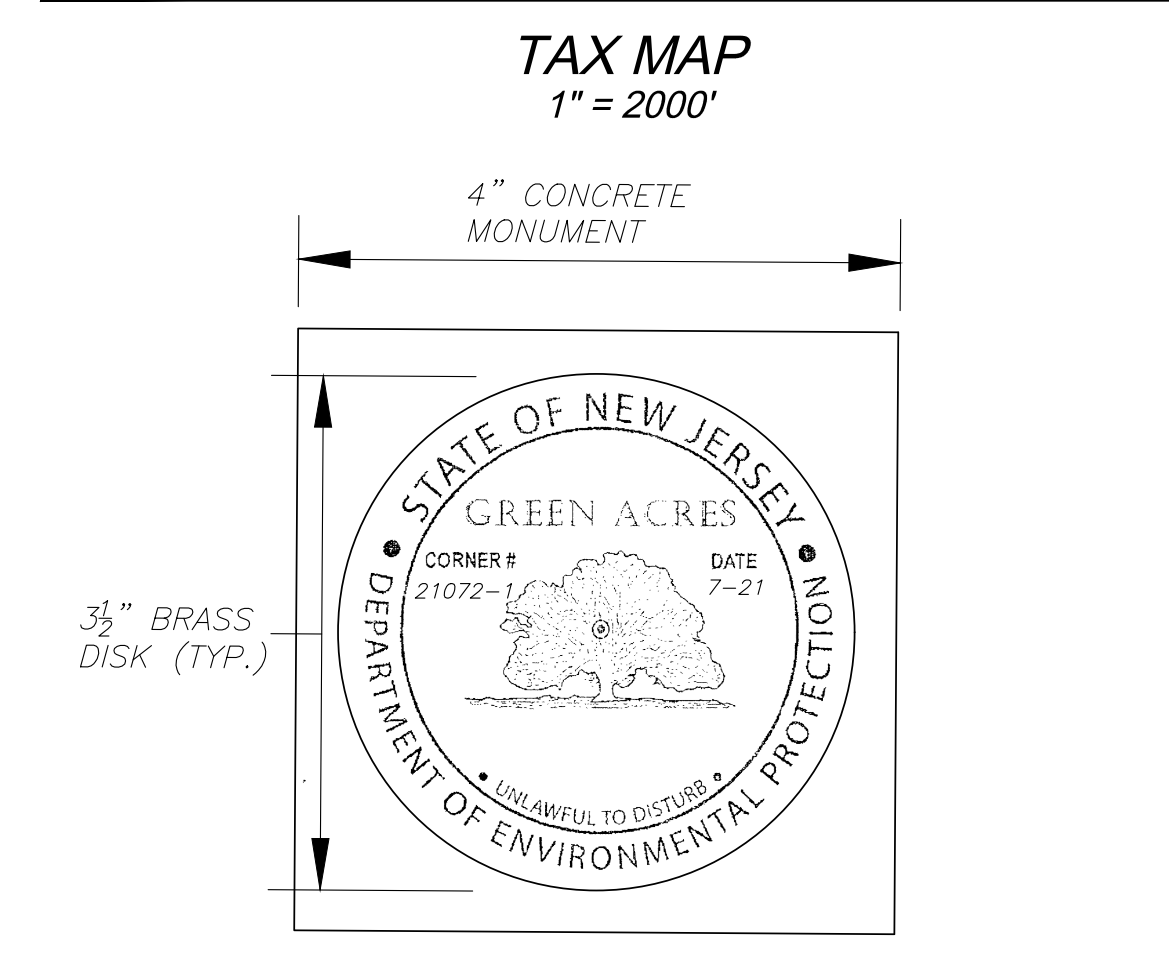
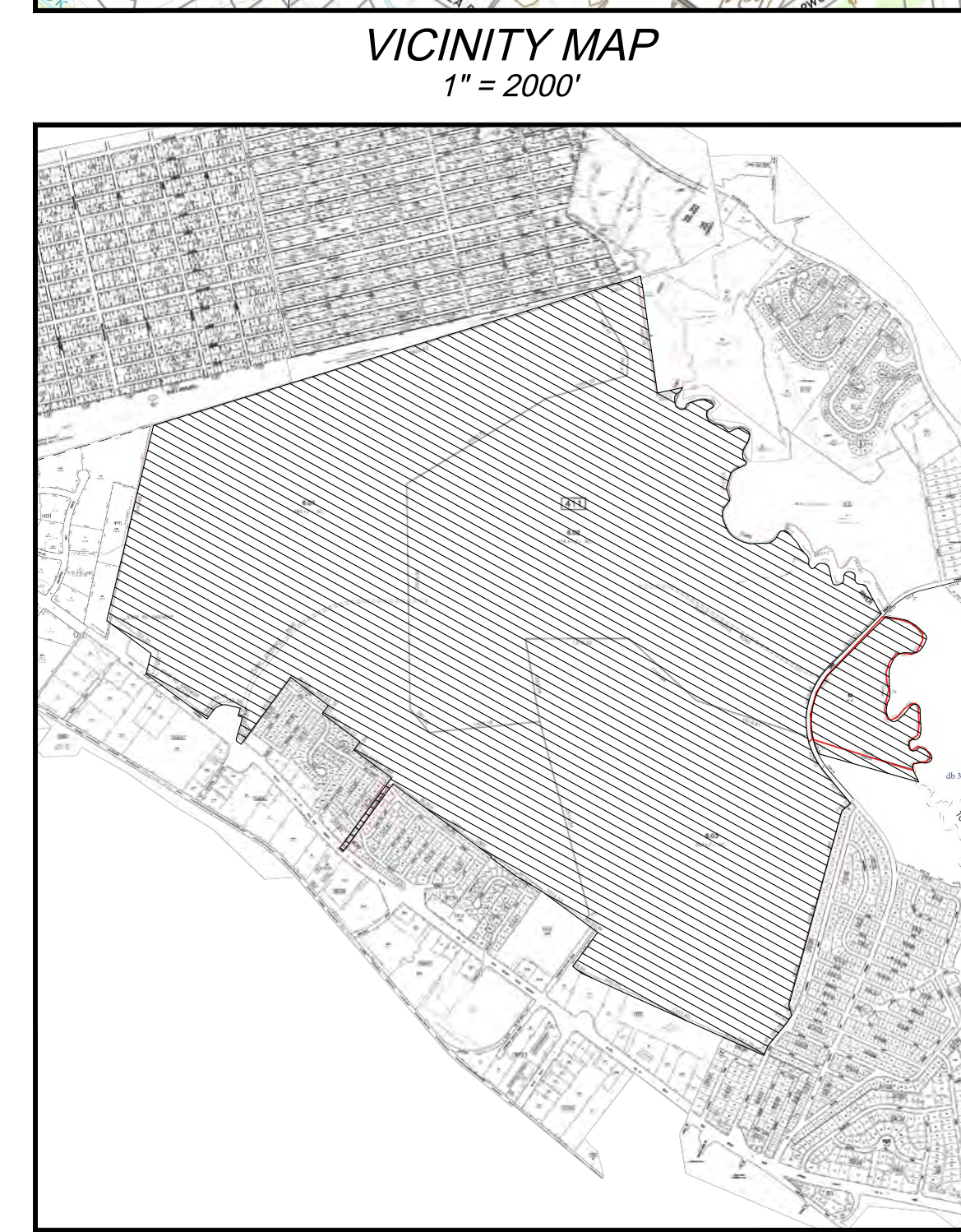
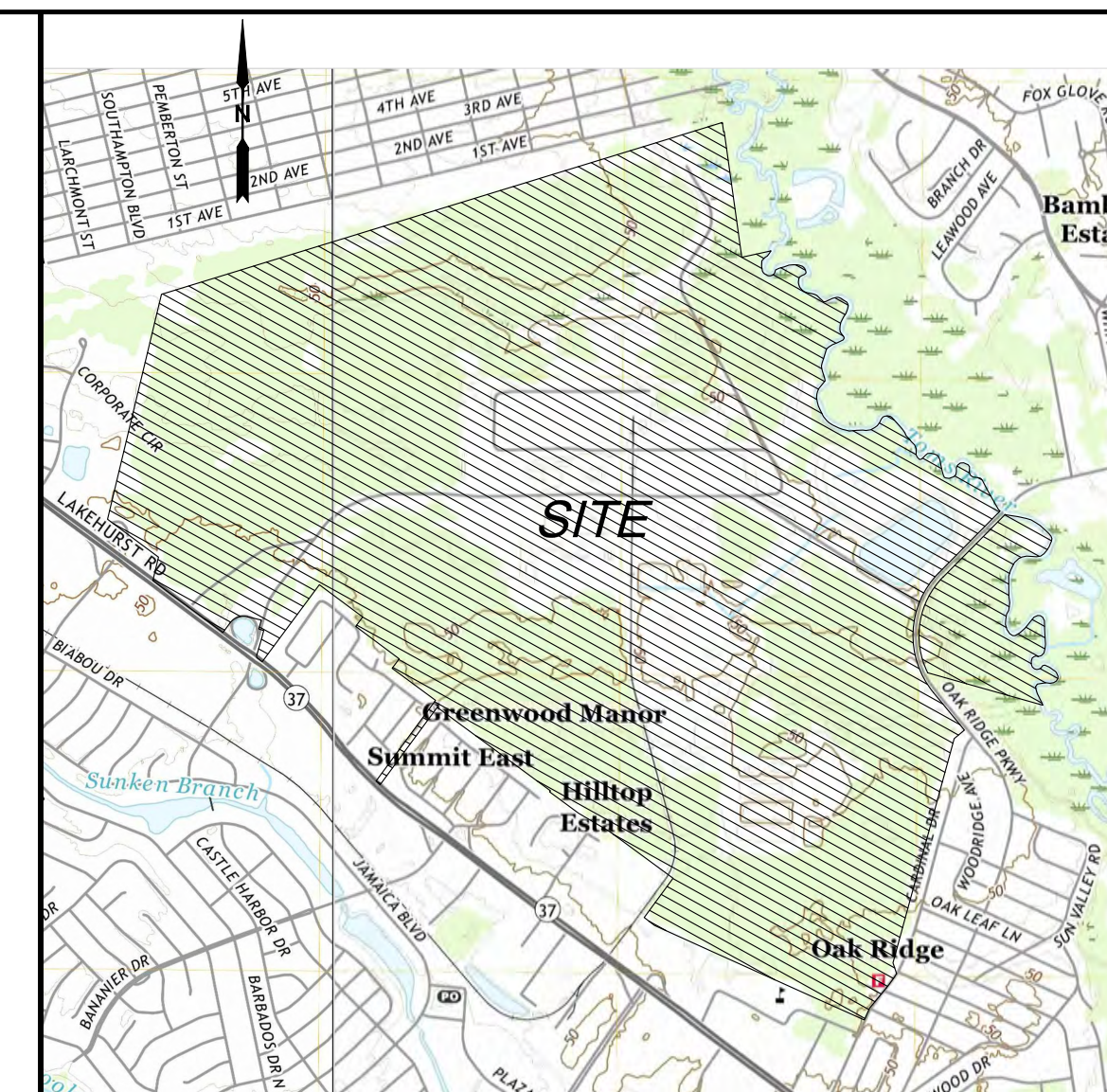
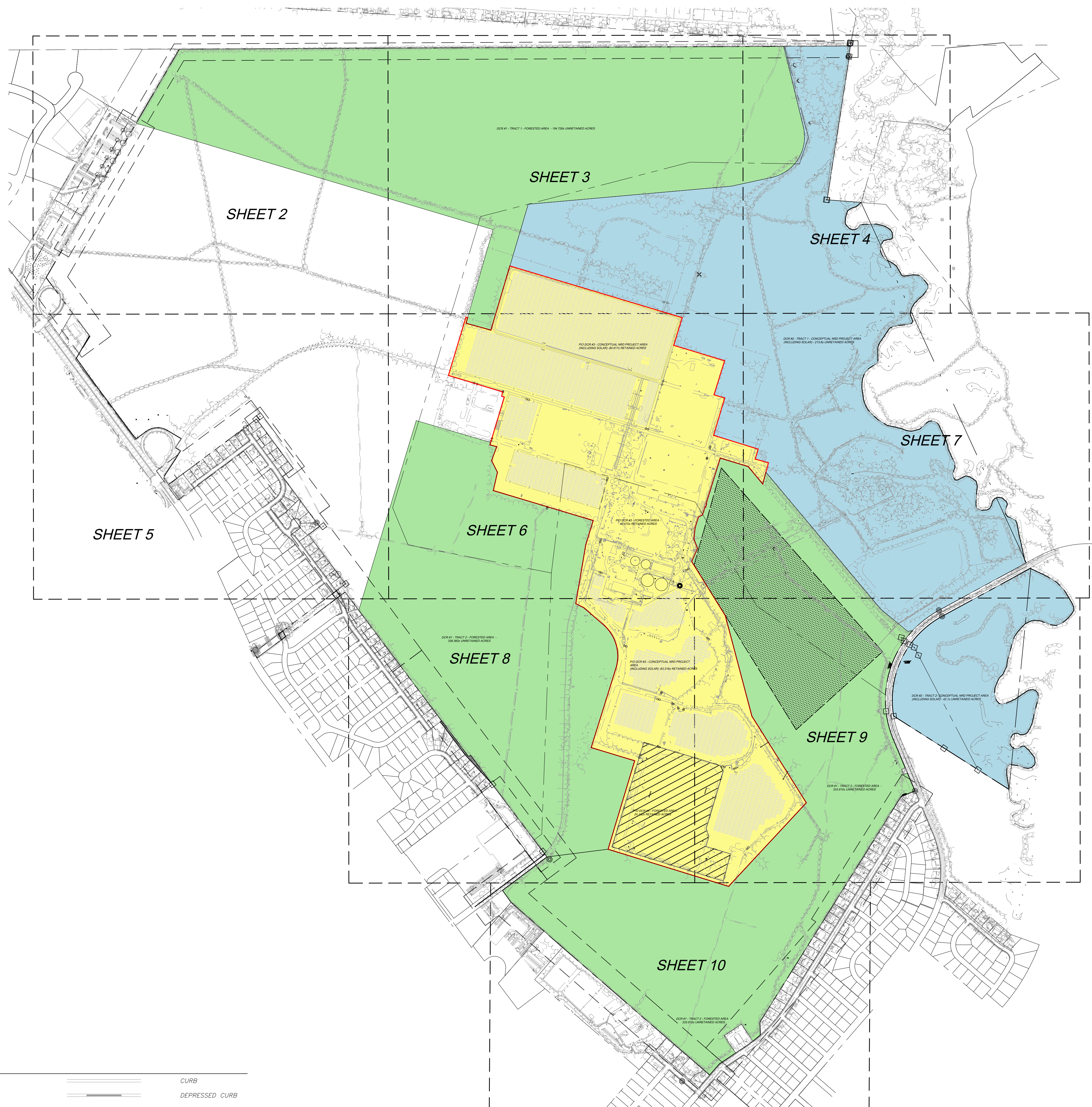


# BASF TOMS RIVER CONSERVATION EASEMENTS

TAX LOTS 6.01, 6.02, 6.03 & 9.03, BLOCK 411 AND TAX LOT 62, BLOCK 409  
TOMS RIVER TOWNSHIP, OCEAN COUNTY, NEW JERSEY

**NOTES:**

- PROPERTY KNOWN AS TAX LOTS 6.01, 6.02, 6.03 & 9.03, BLOCK 411 AND TAX LOT 62, BLOCK 409 AS SHOWN ON SHEETS 27, 27.02 & 56 OF THE TAX ASSESSMENT MAPS OF TOMS RIVER TOWNSHIP, OCEAN COUNTY, NEW JERSEY.
- THIS SURVEY IS REFERENCED TO:
  - A TITLE SEARCH REPORT PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, FILE NO. 20100289107, REPORT DATE, SEPTEMBER 1, 2020, AS TO LOTS 6.01, 6.02, 6.03 & 9.03, BLOCK 411.
  - A TITLE REPORT TO BE PROVIDED) AS TO LOT 62, BLOCK 409; LOT B, BLOCK 411.32 & LOT 12, BLOCK 411.34.
- REFERENCE DEEDS:
  - LOTS 6.01, 6.02, 6.03 & BLOCK 411; DEED BOOK 15725-1589; INSTRUMENT # 2014002646
  - LOT 6.02, BLOCK 411; DEED BOOK 15948-1535; INSTRUMENT # 2014104628
  - LOT 62, BLOCK 409; DEED BOOK 14277-498; INSTRUMENT # 2010034237
- REFERENCE MAPS:
  - MAP OF HILLTOP ESTATES PREPARED BY JOHN C FELLOWS & SON, DATED OCTOBER 1958, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # 4427.
  - SUBDIVISION MAP OF PROPERTY OF CATHERINE VAN STEENBURGH PREPARED BY JOHN A ERNST, JR, DATED AUGUST 1962, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # 4462.
  - MAP OF BLOCKS 9, 11 & 13 AND PORTION BLOCKS 15 & 30, OAK RIDGE BY JOHN A ERNST, JR., DATED NOVEMBER 1959, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # 4438.
  - MAP OF GERMANIA VILLAGE PREPARED BY A.P. IRONS UNDATED AND IN JUNE 1879 A TRACING OF THIS MAP WAS FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # C234.
  - FINAL MAP OF SUMMIT EAST PREPARED BY FELLOWS & READ, DATED NOVEMBER 1961, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # C297.
  - AMENDED MAP OF SHERWOOD MANOR PREPARED BY G ALBERT PLATT, DATED MAY 1953, REVISED OCTOBER 1954, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # C358.
  - MAP OF SHERWOOD MANOR PREPARED BY G ALBERT PLATT, DATED MAY 1953, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # D289.
  - PLAN OF MAYNARD ESTATE PREPARED BY JOHN A ERNST, JR., DATED MARCH 1959, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # D432.
  - MINOR SUBDIVISION LOT 27, BLOCK 411, OAK RIDGE PREPARED BY JOHN A ERNST, JR., DATED JULY 1961, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # D450.
  - FINAL MAP OF PROPERTY EXCHANGE AGREEMENT BETWEEN TOMS RIVER CHEMICAL CORP & WINDING RIVER RANCH INC. PREPARED BY FELLOWS, READ & WEBER, DATED NOVEMBER 1967, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # E276.
  - FINAL MAP OF SUBDIVISION NORTHAMPTON GLEN SECTION 2 PREPARED BY ERNST, ERNST & LISSENDEN, DATED DECEMBER 1978, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # E339.
  - FINAL MAP OF OAK RIDGE SECTION 6C & 7 PREPARED BY FELLOWS, READ & WEBER, DATED OCTOBER 1967, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # F341.
  - PLAN OF GREENWOOD MANOR PREPARED BY JOHN A ERNST, JR., DATED MARCH 1956, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # F434.
  - MAP OF SUBDIVISION OF JAMES & ANN CARBARINO PROPERTY PREPARED BY FELLOWS & READ, DATED NOVEMBER 1960, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # F444.
  - MINOR SUBDIVISION OF LOTS 4, 6, 7, BLOCK 4, SHERWOOD MANOR PREPARED BY FELLOWS, READ & WEBER, DATED NOVEMBER 1968, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # F571.
  - FINAL MAP OF OAK RIDGE SECTION 6-B & LOT 18 SECTION 6-A PREPARED BY FELLOWS & READ, DATED JUNE 1965, REVISED JULY 1965, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # G251.
  - 120 ACRE SUBDIVISION TOMS RIVER TRACT, TOMS RIVER CHEMICAL CORPORATION PREPARED BY SEIDEL, SCHEIDT & CO., DATED JULY 1966, REVISED DECEMBER 1966, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # G279.
  - RESUBDIVISION MAP LOTS 27 & 28, BLOCK 30 OAK RIDGE SECTION 6C PREPARED BY FELLOWS, READ & WEBER, DATED FEBRUARY 1969, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # G578.
  - MINOR SUBDIVISION OF TAX MAP 58.01 BLOCK 411 LOT 133 FOR WAL-MART STORES PREPARED BY LANGAN ENGINEERING, DATED AUGUST 1993, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # H202.
  - MINOR SUBDIVISION MAP, TAX MAP LOT 1.02 BLOCK 411 AND LOT 6 BLOCK 472 PREPARED BY DONALD W SMITH ASSOCIATES, PA, DATED APRIL 1987, REVISED DECEMBER 1987, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # H1981.
  - FINAL PLAT - MAJOR SUBDIVISION PIN OAK SECTION 1 PREPARED BY FELLOWS, READ & ASSOCIATES, INC., DATED SEPTEMBER 1986, REVISED FEBRUARY 1988, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # H1981.
  - FINAL PLAT MAJOR SUBDIVISION CREAM RIDGE ESTATES PREPARED BY SHEPHERD, WEINERT & SHIELDS, DATED OCTOBER 1987, REVISED JULY 1988, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # H2096.
  - FINAL MAP OF OAK RIDGE SECTION 6-A PREPARED BY FELLOWS & READ, DATED APRIL 1965, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # I488.
  - SUBDIVISION MAP LOTS 1 THRU 5 INCL., BLOCK 1 AS SHOWN ON MAP OF GREENWOOD MANOR PREPARED BY ERNST, ERNST & LISSENDEN, DATED MAY 1966, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # I520.
  - NUDOT ALIGNMENT PRESERVATION MAP DATED MARCH 1987, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # I1833.
  - FINAL PLAT - MAJOR SUBDIVISION PIN OAK SECTION II PREPARED BY FELLOWS, READ & ASSOCIATES, INC., DATED AUGUST 1981, REVISED JANUARY 1988, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # I1951.
  - MAP OF TOMS RIVER INDUSTRIAL PARK PREPARED BY T&M ASSOCIATES, DATED JUNE 1975, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # J70.
  - PLAN OF SURVEY & MINOR SUBDIVISION SHOWCASE PUBLICATIONS, INC. INDUSTRIAL WAY NORTH & CORPORATE CIRCLE PREPARED BY SCHOOR DEPALMA, DATED AUGUST 2005, REVISED OCTOBER 2005, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # J4505.
- REFERENCE MAPS - NOT FILED
  - ALTA/NSPS LAND TITLE SURVEY 227 OAK RIDGE PARKWAY BLOCK 411, LOTS 6.02 & 6.03 PREPARED BY BOWMAN CONSULTING GROUP, LTD., DATED JUNE 2020, REVISED NOVEMBER 2020, PROVIDED BY BASF.
  - PLAN SHOWING SIDE TRACKS SERVING TOMS RIVER CHEMICAL CORPORATION PREPARED BY CRR CO OF NJ DATED SEPTEMBER 1948, REVISED JANUARY 1963, PROVIDED BY CORNELL.
  - PLANS OF OAK RIDGE PARKWAY FROM THE TOMS RIVER-CASSVILLE ROAD TO ST. HWY ROUTE 37 PREPARED BY LAWRENCE WAGNER, COUNTY ENGINEER, DATED JUNE 1965, PROVIDED BY OCEAN COUNTY ENGINEER'S OFFICE.
  - TOMS RIVER MERCHANT SOLAR, LLC PROPOSED 35 MW DC SOLAR FACILITY PRELIMINARY AND FINAL SITE PLAN PREPARED BY WESTON SOLUTIONS DATED NOVEMBER 2019, REVISED JANUARY 2020, PROVIDED VIA OPRA REQUEST TO TOMS RIVER TOWNSHIP.
  - LAKEWOOD-TOMS RIVER 33KV TRANSMISSION LINE CSS SUPPLY TO CIBA STATES, LTD PREPARED BY JCP&L DRAWING 026, SHEET 6A, DATED NOVEMBER 1950, REVISED APRIL 1956, PROVIDED BY JCP&L.
  - CIBA STATES LIMITED, 33KV TAP, B-54 LINE PREPARED BY JCP&L DRAWING 016215, DATED DECEMBER 1950, REVISED SEPTEMBER 1983, PROVIDED BY JCP&L.
  - PARCELS 15B & 15C ON GENERAL PROPERTY KEY MAP ROUTE 37, SECTION 3 PREPARED BY NJ STATE HIGHWAY DEPARTMENT, DATED DECEMBER 1958, REVISED AUGUST 1951, PROVIDED BY NUDOT.
  - PARCEL R11 ON ENTIRE TRACT MAP ROUTE 37 (1953) SECTION 8 PREPARED BY NJ DOT DATED OCTOBER 1980, REVISED JANUARY 1983, PROVIDED BY NUDOT.
  - PARCEL ER98D ENTIRE TRACT MAP ROUTE 37 (1953) SECTION 8 PREPARED BY NJ DOT DATED JUNE 1986, REVISED JANUARY 1989, PROVIDED BY NUDOT.
  - PARCEL ER98A, ER98B, ER98C & ER98D ENTIRE TRACT MAP ROUTE 37 (1953) SECTION 8 PREPARED BY NJ DOT DATED JUNE 1986, REVISED SEPTEMBER 1991, PROVIDED BY NUDOT.
  - DETAIL OF NATURAL GAS PIPE LINE ROW DRAWING #1566 TITLED TOMS RIVER CHEMICAL CORPORATION PLOT PLAN 11-1961 ATTACHED TO DEED 2314-389 - VERY POOR COPY.
  - MINOR SUBDIVISION OF BLOCK 411, TAX LOT 6, 84, 101, 124, 130 & 131 BASF CORPORATION PREPARED BY HEDGES & ASSOCIATES INC., DATED OCTOBER 2012, REVISED SEPTEMBER 2013, PROVIDED BY BASF.
- HORIZONTAL DATUM IS REFERENCED TO NEW JERSEY STATE PLANE COORDINATES (NAD '83-2011). PROJECT COORDINATES PROJECTED TO GROUND BASED ON THE FOLLOWING:
  - SURVEY SCALED TO GROUND: PNT #2016
  - GROUND SCALE FACTOR: 1.000978482067
  - GROUND COORDINATES: N:418999.3330 E:566385.6700 Z:47.06
  - VERTICAL DATUM: NAVD 1988
- PHYSICAL FEATURES AND TOPOGRAPHIC INFORMATION TAKEN FROM A FIELD SURVEY PERFORMED BY THIS OFFICE BETWEEN MAY AND JULY 2021 AND SUPPLEMENTED WITH PLANIMETRIC DATA DEVELOPED BY AXIS GEOSPATIAL, LLC, JOB NUMBER: 21096-2102, PHOTOGRAPHY FLOWN: 04-03-21 WITH DIGITAL MAPPING AERIAL PHOTOGRAPHY GSD @ 15CM.
- ADJOINING PROPERTY LINES ARE BASED ON DEEDS OF RECORD AND MUNICIPAL TAX MAPS.
- THE FEMA FLOOD INSURANCE RATE MAP FOR OCEAN COUNTY, NEW JERSEY MAP NUMBER J4200301F, EFFECTIVE DATE SEPTEMBER 29, 2006 INDICATES PORTIONS OF THE PROJECT ARE IN ZONES X AND AC.
- PROPERTY IS SUBJECT TO EASEMENTS TO JERSEY CENTRAL POWER AND LIGHT AND NJ BELL AS SET FORTH IN DB 1366, PG 314 AND DB 1408, PG 188 - NOT PLOTTABLE.



**LEGEND OF CONSERVATION RESTRICTION AREAS**

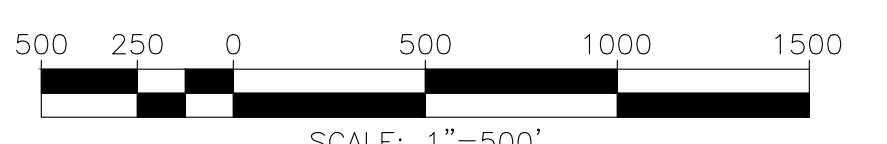
<span style="color: green;">■</span>	DCR #1: FORESTED = 533.086± ACRES
<span style="color: blue;">■</span>	DCR #2: PROJECTS = 255.9± ACRES
<span style="color: yellow;">■</span>	DCR #3: RETAINED = 210.936± ACRES

**LEGEND**

	CONCRETE MONUMENT		SIGN		CURB
	IRON PIN		TRAFFIC LIGHT		DEPRESSED CURB
	MAGNAL		TREE		EDGE OF PAVEMENT
	IRON PIPE		UNKNOWN MANHOLE		EDGE OF STONE
	BOLLARD		UNKNOWN VALVE		EDGE OF DIRT
	FIRE HYDRANT		UTILITY POLE		EDGE OF WATER
	GUY WIRE		UTILITY POLE W/LIGHT		CHAIN LINK FENCE
	HEADWALL/FLARED END SECTION		WETLANDS MARSH SYMBOL		VINYL FENCE
	'X' INLET		ROCK SYMBOL		WOOD FENCE
	'E' INLET		HANDICAP PAINT SYMBOL		GUIDE RAIL
	LIGHT POLE		PILLAR		PROPERTY LINE
	LIGHT POST		UNKNOWN OBJECT		RAILROAD TRACKS
	MAILBOX		SOLAR PANEL AREA		WOODS LINE
	ELECTRIC BOX		CAFRA RESTRICTION AREA		
	SHRUB		RESTRICTED WASTE MANAGEMENT AREA		
	MONITORING WELL				

## GENERAL LOCATION MAP AND SHEET KEY

SCALE: 1"=500'



**BASF TOMS RIVER CONSERVATION EASEMENTS**

DATE	NO.	REVISIONS	BY	APPR.

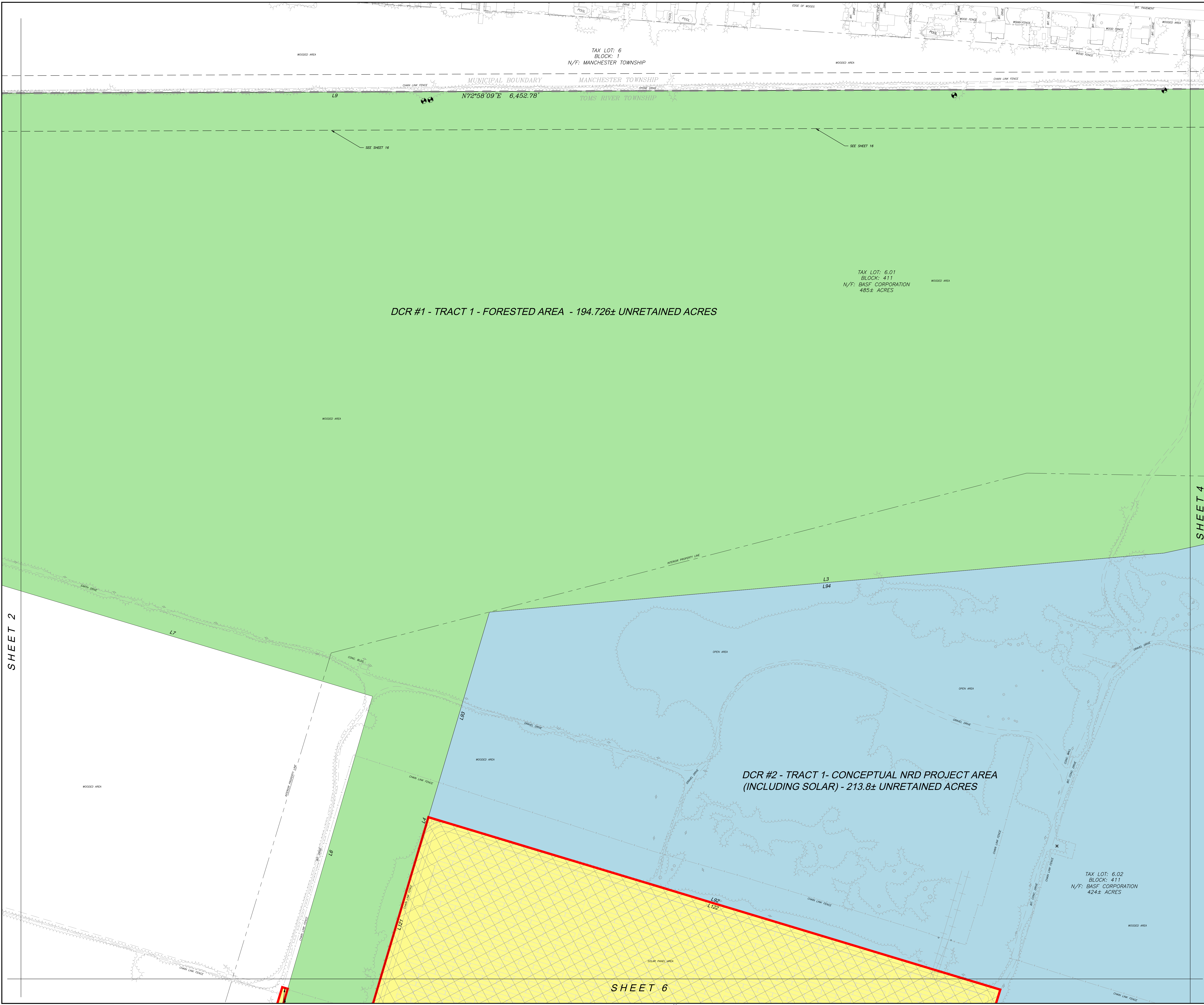
MAP OF SURVEY  
227 OAK RIDGE PARKWAY  
TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ  
PREPARED FOR:  
BASF CORPORATION

**VARGO ASSOCIATES**  
Surveying and Mapping  
P.O. Box 647, Franklinville New Jersey  
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Certificate of Authorization # 24C48021200

**MICHAEL R. VARGO**  
N.J. Professional Land Surveyor License No. 33182 & Planner License No. 03-03-3027  
PA. Professional Land Surveyor License No. SU-055513-E  
DE. Professional Land Surveyor License No. 96-0008000

SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	1 OF 17

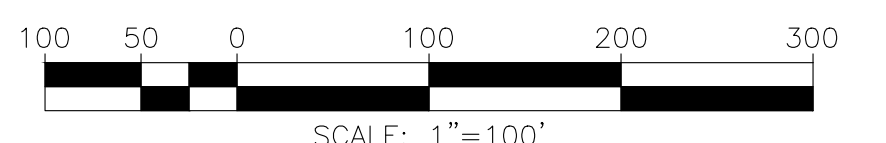
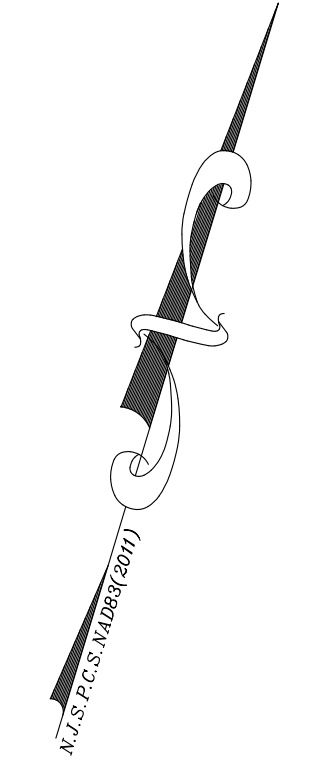




DCR #1 - TRACT 1 - FORESTED AREA - 194.726± UNRETAINED ACRES

DCR #2 - TRACT 1 - CONCEPTUAL NRD PROJECT AREA (INCLUDING SOLAR) - 213.8± UNRETAINED ACRES

SHEET 6



BASF TOMS RIVER CONSERVATION EASEMENTS

DATE	NO.	REVISIONS	BY	APPR.

MAP OF SURVEY  
 227 OAK RIDGE PARKWAY  
 TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ  
 PREPARED FOR:  
 BASF CORPORATION



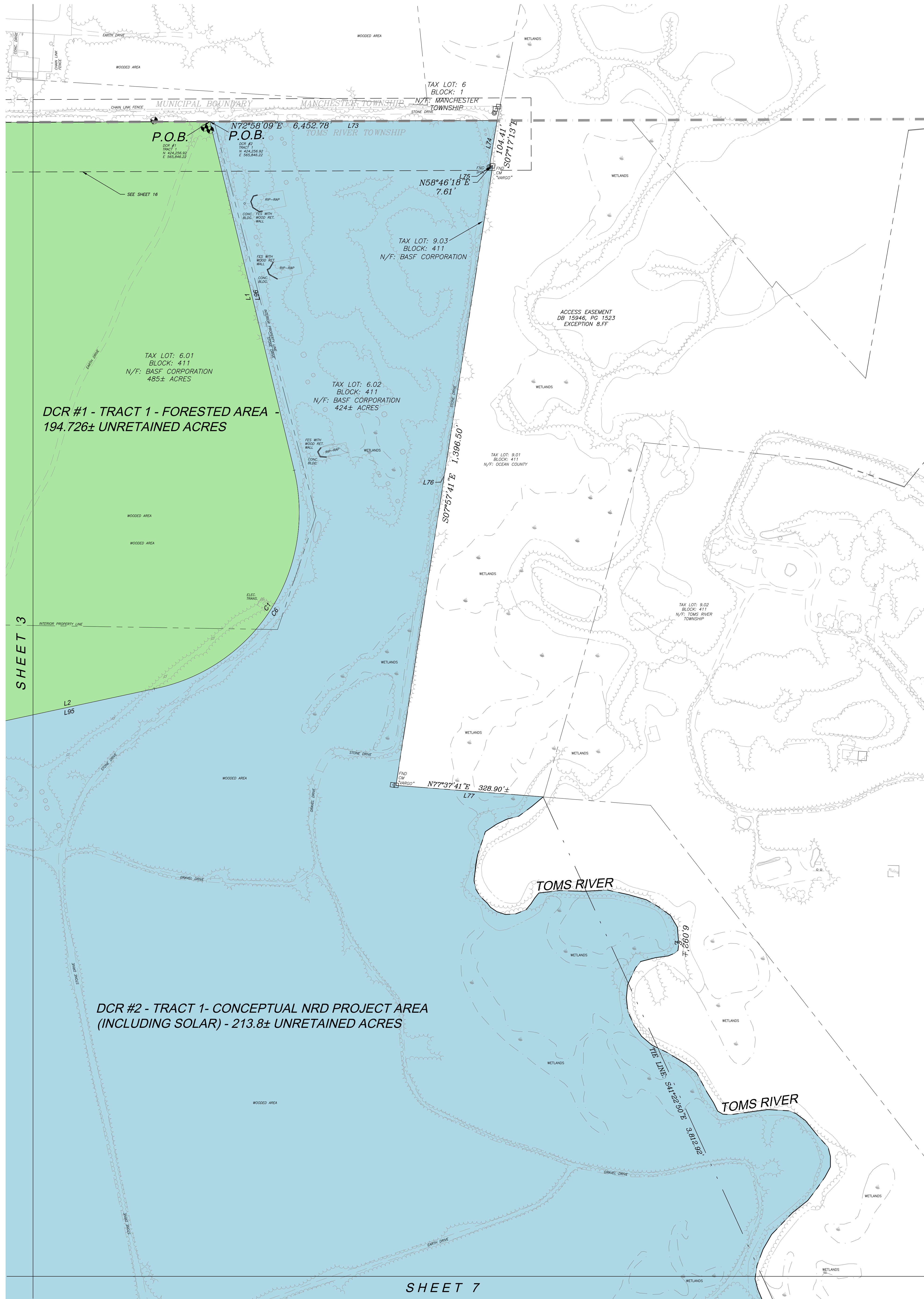
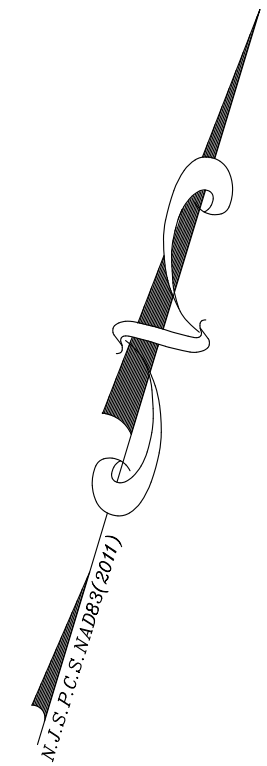
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SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	3 OF 17

*Michael R. Vargo*  
**MICHAEL R. VARGO**  
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 PA. Professional Land Surveyor License No. SU-055513-E  
 DE. Professional Land Surveyor License No. 96-00089000





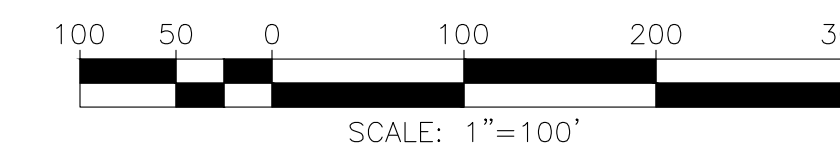


SHEET 3

SHEET 7

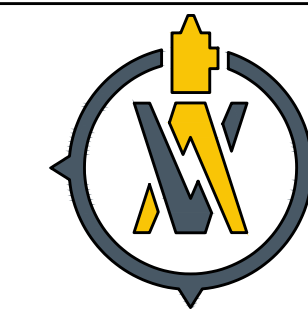


Know what's below.  
Call before you dig.



**BASF TOMS RIVER CONSERVATION EASEMENTS**

DATE	NO.	REVISIONS	BY	APPR.
MAP OF SURVEY 227 OAK RIDGE PARKWAY TOMS RIVER TOWNSHIP, OCEAN CITY, NJ PREPARED FOR: BASF CORPORATION				



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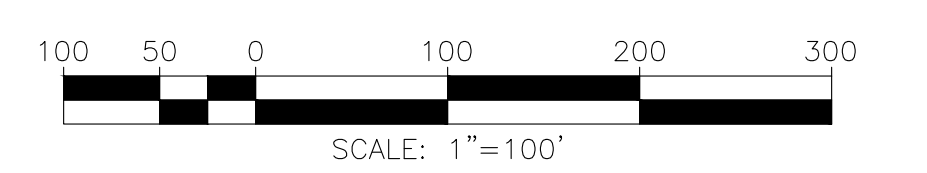
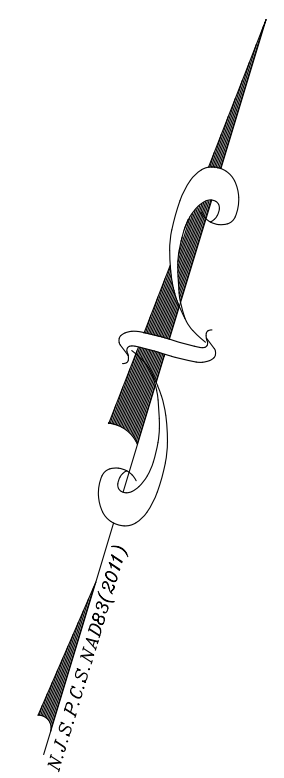
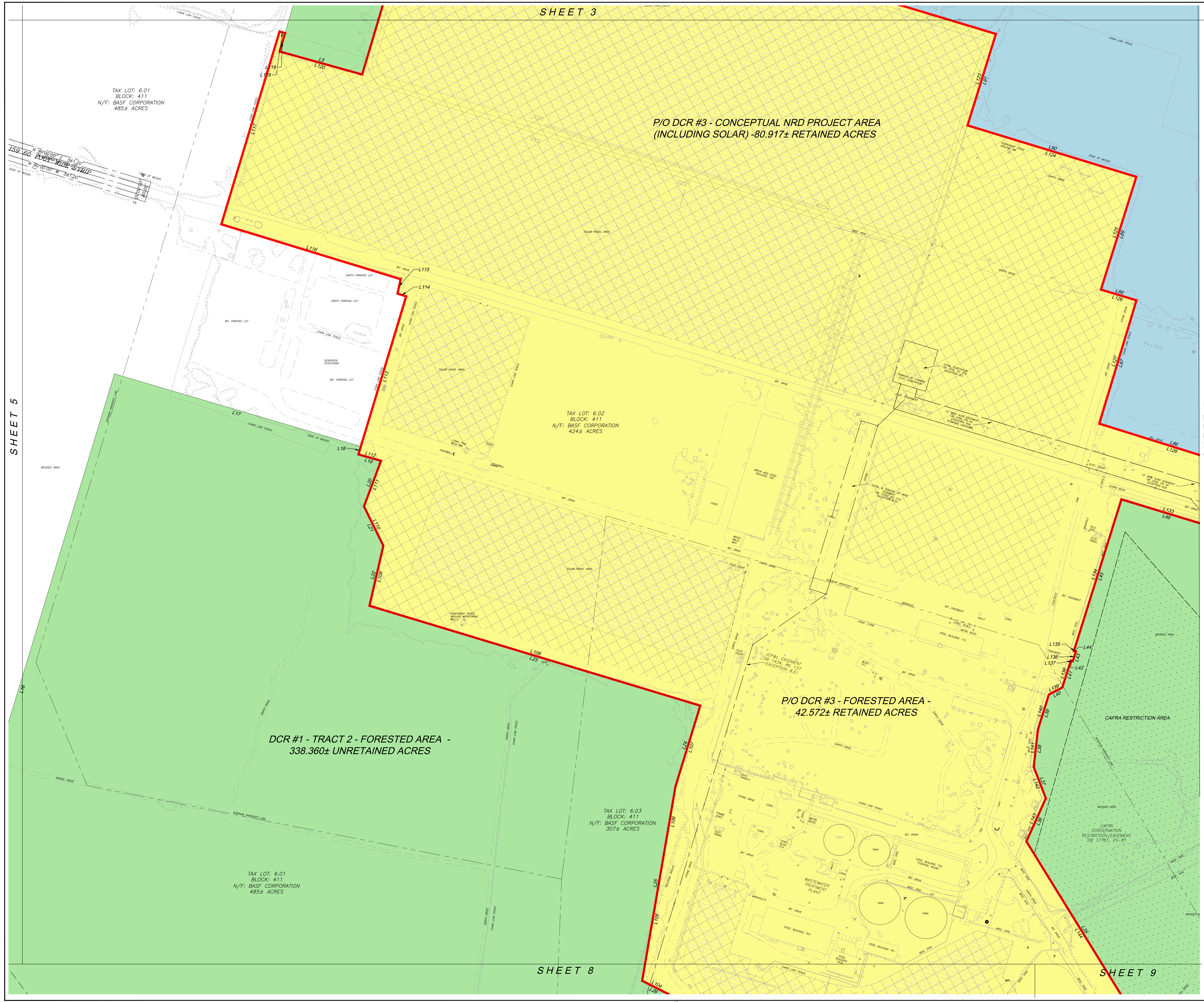
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SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	4 of 17

*Michael R. Vargo*  
**MICHAEL R. VARGO**

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PA. Professional Land Surveyor License No. SU-055513-E  
DE. Professional Land Surveyor License No. 96-0008000





BASF TOMS RIVER CONSERVATION EASEMENTS

DATE	NO.	REVISIONS	BY	APPR.
MAP OF SURVEY 227 OAK RIDGE PARKWAY TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ PREPARED FOR: BASF CORPORATION				



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SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	6 OF 17

*Michael R. Vargo*  
**MICHAEL R. VARGO**  
 N.J. Professional Land Surveyor Lic. No. 33182 & Planner Lic. No. 05-3927  
 PA. Professional Land Surveyor License No. SU-055513-E  
 DE. Professional Land Surveyor License No. 98-0008000



DCR #2 - TRACT 1 - CONCEPTUAL NRD PROJECT AREA  
(INCLUDING SOLAR) - 213.8± UNRETAINED ACRES

TOMS RIVER

TOMS RIVER

TOMS RIVER 6,002.0' ±

TOMS RIVER

TOMS RIVER

TOMS RIVER

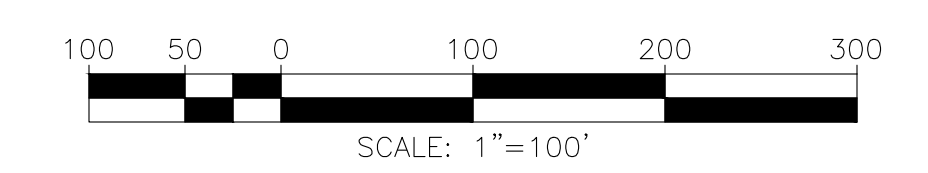
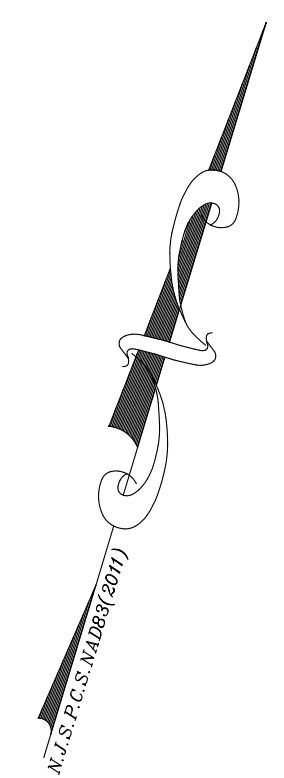
TAX LOT: 6.02  
BLOCK: 411  
N/F: BASF CORPORATION  
424 ACRES

TAX LOT: 29  
BLOCK: 411  
N/F: TOWNSHIP OF  
TOMS RIVER

TAX LOT: 10  
BLOCK: 409  
N/F: TOWNSHIP OF TOMS  
RIVER

DCR #1 - TRACT 2 - FORESTED AREA -  
338.360± UNRETAINED ACRES

CAFRA  
CONSERVATION  
RESTRICTION EASEMENT  
DB-17781 - PG. 81.

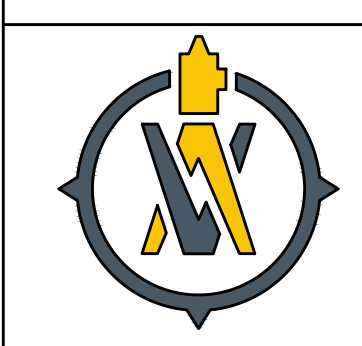


Know what's below.  
Call before you dig.

**BASF TOMS RIVER CONSERVATION EASEMENTS**

DATE	NO.	REVISIONS	BY	APPR.

MAP OF SURVEY  
227 OAK RIDGE PARKWAY  
TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ  
PREPARED FOR:  
BASF CORPORATION

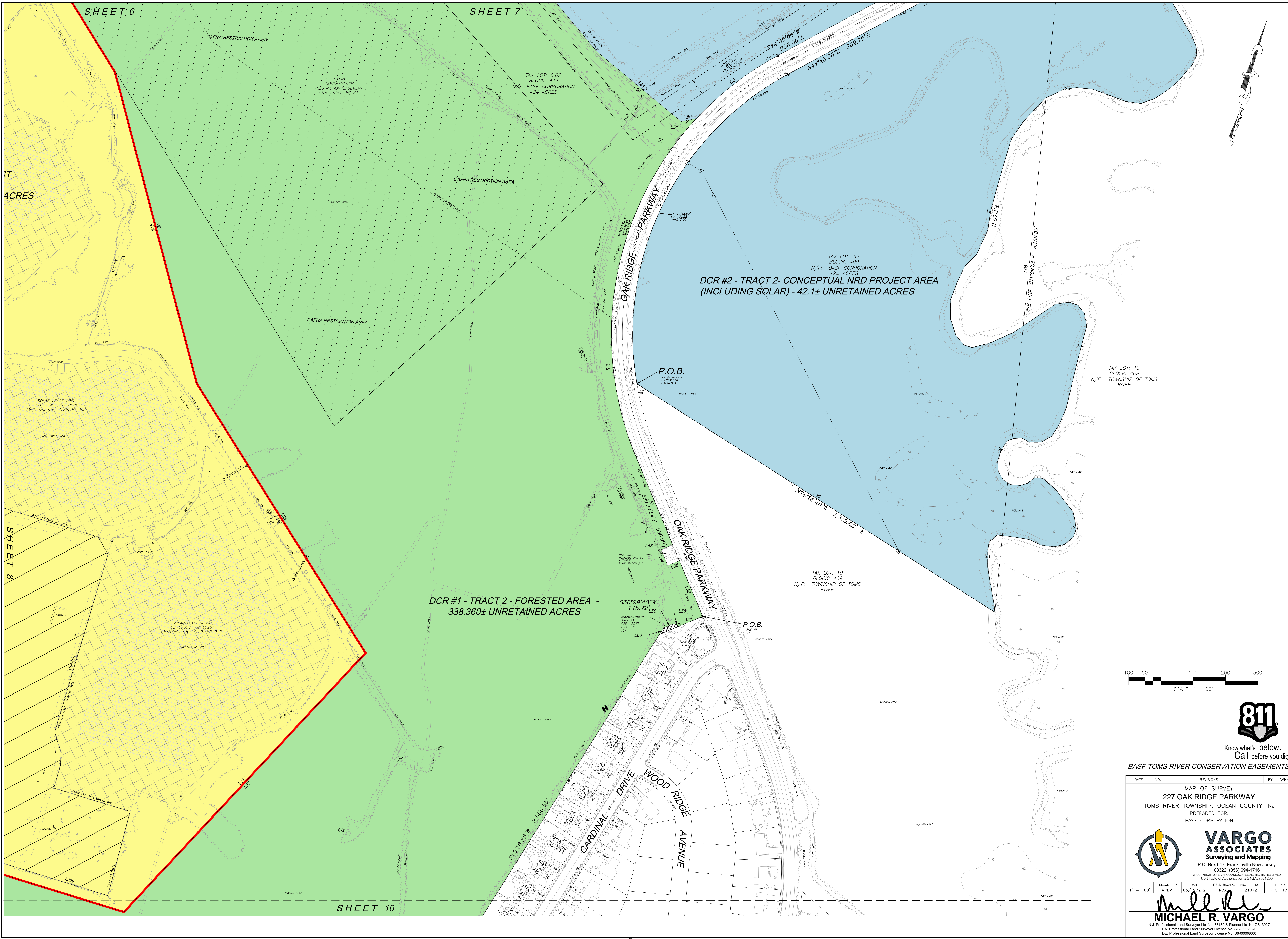


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SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	7 of 17

*Michael R. Vargo*  
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PA. Professional Land Surveyor License No. SU-055513-E  
DE. Professional Land Surveyor License No. 96-0008000





SHEET 6

SHEET 7

ACRES

SHEET 8

SHEET 10

CAFRA RESTRICTION AREA

CAFRA RESTRICTION AREA

CAFRA RESTRICTION AREA

TAX LOT: 6,02  
BLOCK: 411  
N/F: BASF CORPORATION  
424 ACRES

TAX LOT: 62  
BLOCK: 409  
N/F: BASF CORPORATION  
42± ACRES  
**DCR #2 - TRACT 2 - CONCEPTUAL NRD PROJECT AREA  
(INCLUDING SOLAR) - 42.1± UNRETAINED ACRES**

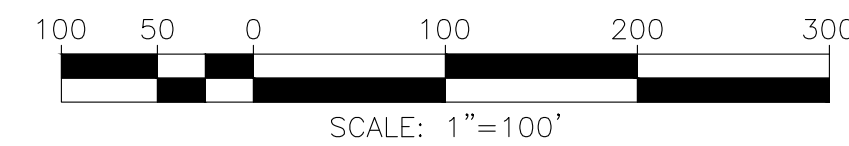
P.O.B.

TAX LOT: 10  
BLOCK: 409  
N/F: TOWNSHIP OF TOMS  
RIVER

**DCR #1 - TRACT 2 - FORESTED AREA -  
338.360± UNRETAINED ACRES**

TAX LOT: 10  
BLOCK: 409  
N/F: TOWNSHIP OF TOMS  
RIVER

P.O.B.



Know what's below.  
Call before you dig.

**BASF TOMS RIVER CONSERVATION EASEMENTS**

DATE	NO.	REVISIONS	BY	APPR.
MAP OF SURVEY 227 OAK RIDGE PARKWAY TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ PREPARED FOR: BASF CORPORATION				



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SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	9 OF 17

*Michael R. Vargo*  
**MICHAEL R. VARGO**  
N.J. Professional Land Surveyor Lic. No. 33182 & Planner Lic. No. GS-3927  
PA. Professional Land Surveyor License No. SU-055513-E  
DE. Professional Land Surveyor License No. 98-0008000



**SCHEDULE C**

**METES AND BOUNDS DESCRIPTION OF RETAINED PARCEL/DEED OF  
CONSERVATION RESTRICTION SETTLEMENT AREA 3**

DRAFT



### **CONSERVATION AREA #3 DESCRIPTION**

PART OF TAX BLOCK 411, LOTS 6.02 AND 6.03

TOMS RIVER TOWNSHIP, OCEAN COUNTY, NEW JERSEY

**ALL THAT CERTAIN** tract and parcel of land situate, lying and being in the Township of Toms River, County of Ocean, State of New Jersey and being more particularly described as follows:

**BEGINNING** at a point within Tax Lot 6.02, Block 411, said point being distant 591.84 feet on a course of North 66°01'09" East from a point being the northeasterly terminus of Germania Station Road (66' wide) at a point for a corner in the westerly line of Toms River Township Tax Block 411, Lot 6.03, said beginning point having New Jersey State Plane Coordinate Values North 416,372.55 feet, East 566,456.05 feet, and in said bearing system running; thence

1. North 00°00'43" East, a distance of 888.76 feet to a point; thence
2. North 89°52'41" West, a distance of 437.48 feet to a point; thence
3. North 00°35'22" East, a distance of 796.83 feet to a point of curvature; thence
4. Northwestwardly along a curve to the left, having a radius of 400.00 feet, a central angle of 66°25'42", a chord bearing of North 32°37'29" West and chord distance of 438.22 feet, an arc length of 463.76 feet to a point of tangency; thence
5. North 65°50'21" West, a distance of 250.35 feet to a point; thence
6. North 79°56'53" West, a distance of 86.27 feet to a point; thence
7. North 07°05'49" West, a distance of 369.09 feet to a point; thence
8. North 07°05'49" West, a distance of 203.93 feet to a point; thence
9. North 00°14'03" East, a distance of 245.06 feet to a point; thence
10. South 89°58'37" West, a distance of 1,003.33 feet to a point; thence
11. North 03°50'11" West, a distance of 178.93 feet to a point; thence
12. North 43°00'19" West, a distance of 127.46 feet to a point; thence
13. North 03°39'44" East, a distance of 141.31 feet to a point; thence
14. South 88°52'14" West, a distance of 68.17 feet to a point; thence
15. North 00°01'33" West, a distance of 479.47 feet to a point; thence
16. North 88°53'21" West, a distance of 26.38 feet to a point; thence
17. North 04°38'12" West, a distance of 42.93 feet to a point; thence
18. North 89°48'55" West, a distance of 544.50 feet to a point; thence
19. North 00°01'09" West, a distance of 585.15 feet to a point; thence
20. North 89°44'44" East, a distance of 16.48 feet to a point; thence
21. South 00°39'22" East, a distance of 55.73 feet to a point; thence
22. North 88°45'17" East, a distance of 248.64 feet to a point; thence
23. North 00°15'56" West, a distance of 644.08 feet to a point; thence
24. North 89°57'05" East, a distance of 1,730.03 feet to a point; thence
25. South 00°23'12" West, a distance of 278.14 feet to a point; thence
26. South 89°53'08" East, a distance of 512.40 feet to a point; thence
27. South 00°35'47" West, a distance of 343.35 feet to a point; thence
28. North 89°57'20" East, a distance of 107.73 feet to a point; thence



- 29. South 00°03'42" East, a distance of 374.12 feet to a point; thence
- 30. South 89°27'25" East, a distance of 449.91 feet to a point; thence
- 31. South 00°21'00" West, a distance of 99.22 feet to a point; thence
- 32. North 88°59'07" East, a distance of 132.74 feet to a point; thence
- 33. South 01°36'02" East, a distance of 211.56 feet to a point; thence
- 34. North 56°30'24" West, a distance of 217.81 feet to a point; thence
- 35. North 89°53'19" West, a distance of 281.03 feet to a point; thence
- 36. South 00°34'38" West, a distance of 461.49 feet to a point; thence
- 37. South 88°59'54" East, a distance of 6.03 feet to a point; thence
- 38. South 01°07'01" West, a distance of 29.23 feet to a point; thence
- 39. North 88°52'59" West, a distance of 5.72 feet to a point; thence
- 40. South 00°51'43" West, a distance of 82.12 feet to a point; thence
- 41. South 45°28'56" West, a distance of 43.95 feet to a point; thence
- 42. South 00°33'27" West, a distance of 106.35 feet to a point; thence
- 43. South 10°24'10" East, a distance of 109.44 feet to a point; thence
- 44. South 37°56'32" East, a distance of 97.52 feet to a point; thence
- 45. South 07°18'58" West, a distance of 137.64 feet to a point; thence
- 46. South 48°30'39" East, a distance of 614.93 feet to a point; thence
- 47. South 31°32'52" East, a distance of 998.04 feet to a point; thence
- 48. South 48°52'36" East, a distance of 985.45 feet to a point; thence
- 49. South 26°10'13" West, a distance of 1,097.91 feet to a point; thence
- 50. North 89°37'17" West, a distance of 1,213.05 feet to the point and place of **BEGINNING**.

**CONSERVATION AREA #3 CONTAINING** within said bounds 210.936 acres, more or less.

This description was prepared in accordance with a Map of Survey entitled "BASF Toms River Conservation Easements, Tax Lots 6.01, 6.02, 6.03 and 9.03, Block 411 & Tax Lot 62, Block 409, Toms River Township, Ocean County, New Jersey" prepared by Vargo Associates dated May 18, 2021 and noted as Project Number 21072.

August 12, 2022

Prepared by:



Michael R. Vargo  
Professional Land Surveyor  
N.J. License #GS33182

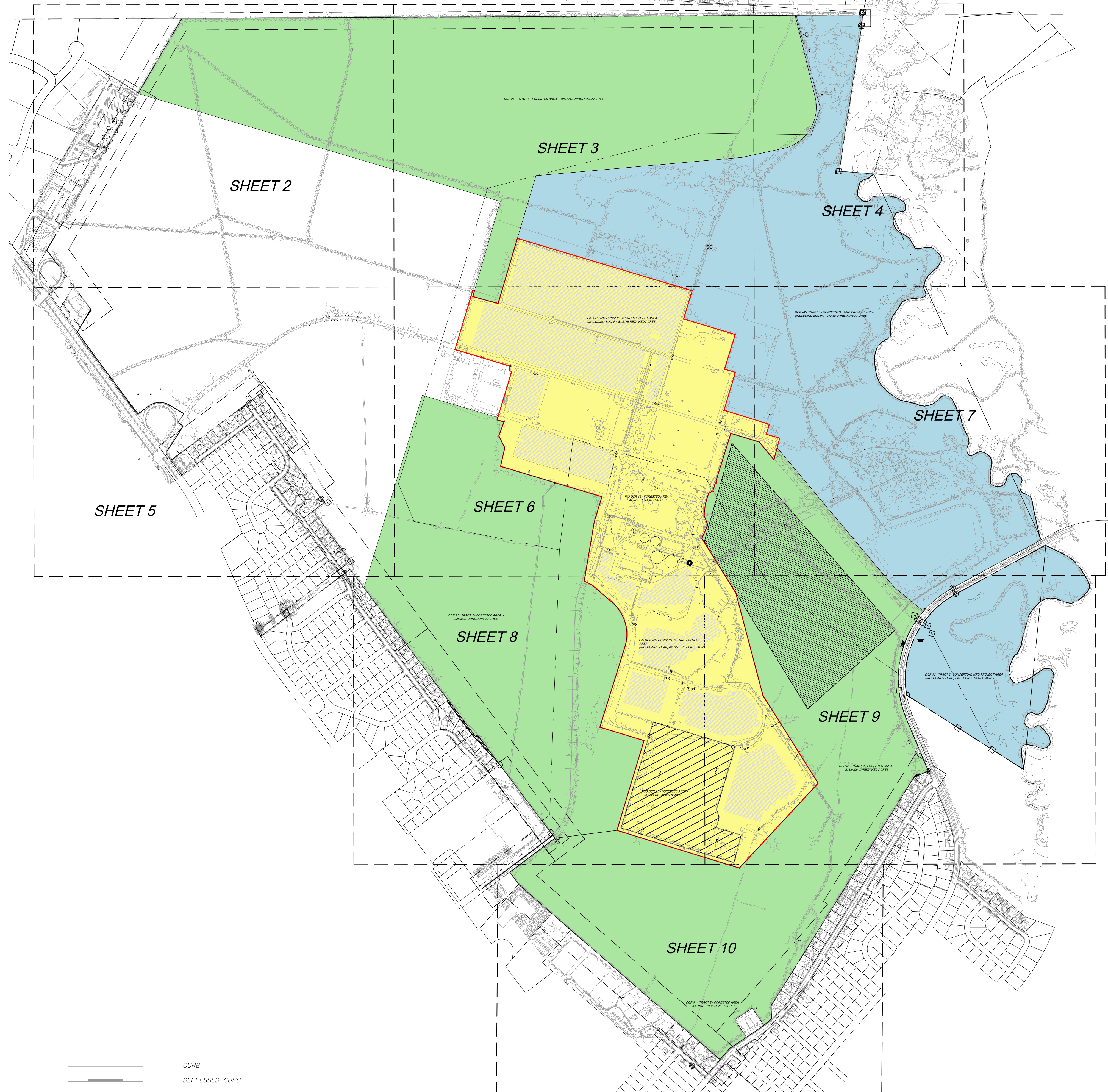


# BASF TOMS RIVER CONSERVATION EASEMENTS

TAX LOTS 6.01, 6.02, 6.03 & 9.03, BLOCK 411 AND TAX LOT 62, BLOCK 409  
TOMS RIVER TOWNSHIP, OCEAN COUNTY, NEW JERSEY

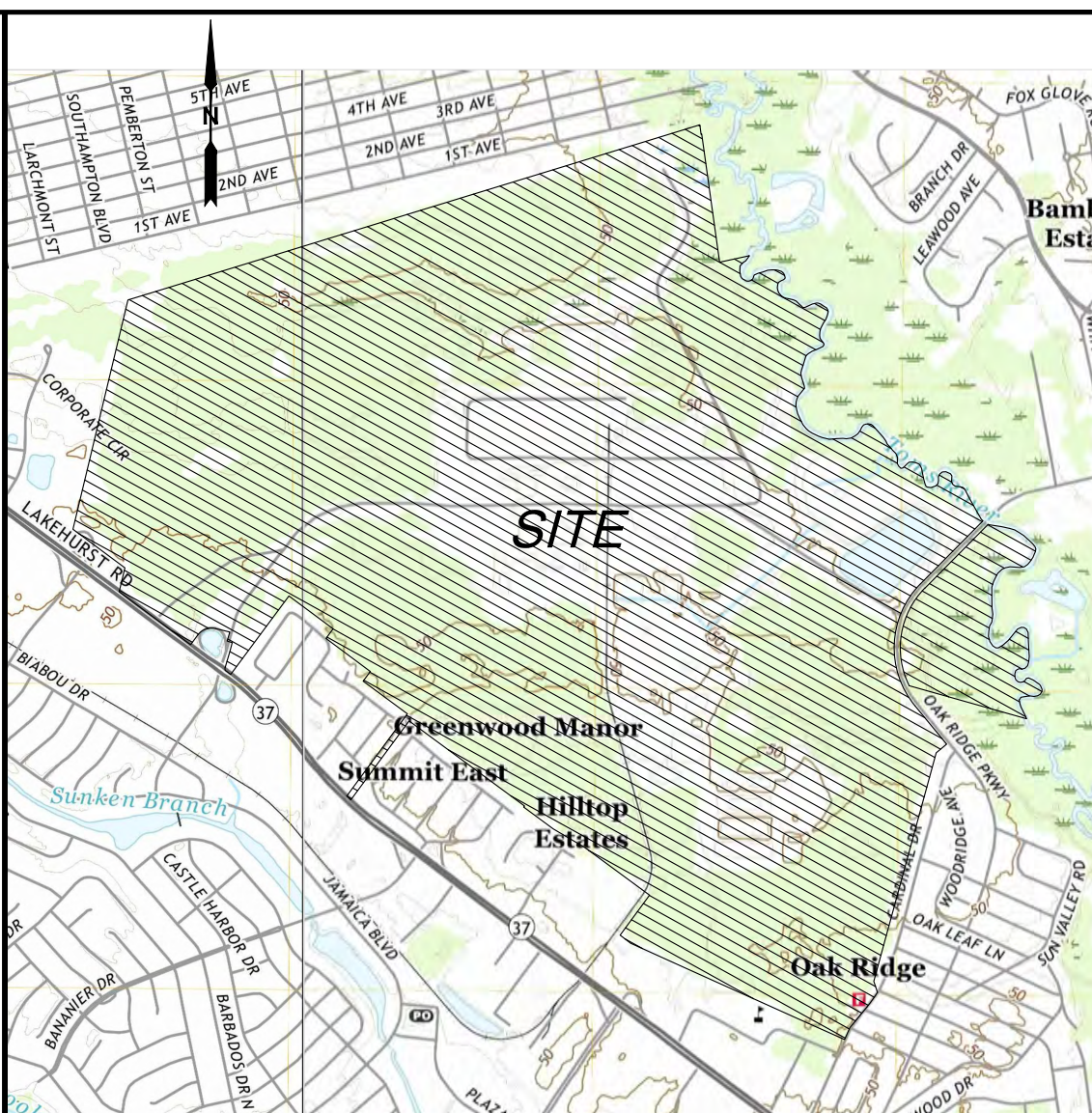
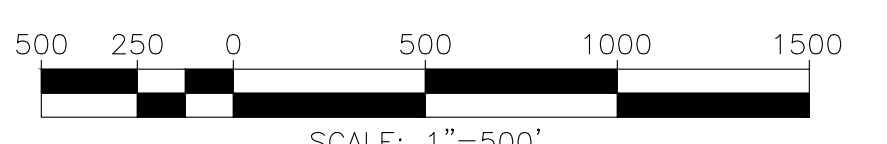
**NOTES:**

- PROPERTY KNOWN AS TAX LOTS 6.01, 6.02, 6.03 & 9.03, BLOCK 411 AND TAX LOT 62, BLOCK 409 AS SHOWN ON SHEETS 27, 27.02 & 56 OF THE TAX ASSESSMENT MAPS OF TOMS RIVER TOWNSHIP, OCEAN COUNTY, NEW JERSEY.
- THIS SURVEY IS REFERENCED TO:
  - A TITLE SEARCH REPORT PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, FILE NO. 20100289107, REPORT DATE, SEPTEMBER 1, 2020, AS TO LOTS 6.01, 6.02, 6.03 & 9.03, BLOCK 411.
  - A TITLE REPORT TO BE PROVIDED) AS TO LOT 62, BLOCK 409; LOT B, BLOCK 411.32 & LOT 12, BLOCK 411.34.
- REFERENCE DEEDS:
  - LOTS 6.01, 6.02, 6.03 & BLOCK 411; DEED BOOK 15725-1589; INSTRUMENT # 2014002646
  - LOT 6.02, BLOCK 411; DEED BOOK 15946-1535; INSTRUMENT # 2014104628
  - LOT 62, BLOCK 409; DEED BOOK 14277-498; INSTRUMENT # 2010034237
- REFERENCE MAPS:
  - MAP OF HILLTOP ESTATES PREPARED BY JOHN C FELLOWS & SON, DATED OCTOBER 1958, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # 4427.
  - SUBDIVISION MAP OF PROPERTY OF CATHERINE VAN STEENBURGH PREPARED BY JOHN A ERNST, JR. DATED AUGUST 1962, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # 4462.
  - MAP OF BLOCKS 9, 11 & 13 AND PORTION BLOCKS 15 & 30, OAK RIDGE BY JOHN A ERNST, JR., DATED NOVEMBER 1959, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # 4438.
  - MAP OF GERMANIA VILLAGE PREPARED BY A.P. IRONS UNDATED AND IN JUNE 1879 A TRACING OF THIS MAP WAS FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # C234.
  - FINAL MAP OF SUMMIT EAST PREPARED BY FELLOWS & READ, DATED NOVEMBER 1961, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # C297.
  - AMENDED MAP OF SHERWOOD MANOR PREPARED BY G ALBERT PLATT, DATED MAY 1953, REVISED OCTOBER 1954, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # C358.
  - MAP OF SHERWOOD MANOR PREPARED BY G ALBERT PLATT, DATED MAY 1953, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # D269.
  - PLAN OF MAYFAIR ESTATES PREPARED BY JOHN A ERNST, JR., DATED MARCH 1959, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # D432.
  - MINOR SUBDIVISION LOT 27, BLOCK 411, OAK RIDGE PREPARED BY JOHN A ERNST, JR., DATED JULY 1961, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # D450.
  - FINAL MAP OF PROPERTY EXCHANGE AGREEMENT BETWEEN TOMS RIVER CHEMICAL CORP & WINDING RIVER RANCH INC. PREPARED BY FELLOWS, READ & WEBER, DATED NOVEMBER 1967, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # E276.
  - FINAL MAP OF SUBDIVISION NORTHAMPTON GLEN SECTION 2 PREPARED BY ERNST, ERNST & LISSENDEN, DATED DECEMBER 1978, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # E339.
  - FINAL MAP OF OAK RIDGE SECTION 6C & 7 PREPARED BY FELLOWS, READ & WEBER, DATED OCTOBER 1967, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # F341.
  - PLAN OF GREENWOOD MANOR PREPARED BY JOHN A ERNST, JR., DATED MARCH 1956, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # F434.
  - MAP OF SUBDIVISION OF JAMES & ANN GARBARINO PROPERTY PREPARED BY FELLOWS & READ, DATED NOVEMBER 1960, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # F444.
  - MINOR SUBDIVISION OF LOTS 4, 6, 7, BLOCK 4, SHERWOOD MANOR PREPARED BY FELLOWS, READ & WEBER, DATED NOVEMBER 1968, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # F571.
  - FINAL MAP OF OAK RIDGE SECTION 6-B & LOT 18 SECTION 6-A PREPARED BY FELLOWS & READ, DATED JUNE 1965, REVISED JULY 1965, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # G251.
  - 120 ACRE SUBDIVISION TOMS RIVER TRACT, TOMS RIVER CHEMICAL CORPORATION PREPARED BY SIEDEL, SCHEIDTCKER CO., DATED JULY 1966, REVISED DECEMBER 1966, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # G279.
  - RESUBDIVISION MAP LOTS 27 & 28, BLOCK 30 OAK RIDGE SECTION 6C PREPARED BY FELLOWS, READ & WEBER, DATED FEBRUARY 1969, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # G578.
  - MINOR SUBDIVISION OF TAX MAP 58.01 BLOCK 411 LOT 133 FOR WAL-MART STORES PREPARED BY LANGAN ENGINEERING, DATED AUGUST 1993, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # H202.
  - MINOR SUBDIVISION MAP, TAX MAP LOT 1.02 BLOCK 411 AND LOT 6 BLOCK 472 PREPARED BY DONALD W SMITH ASSOCIATES, PA, DATED APRIL 1987, REVISED DECEMBER 1987, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # H1981.
  - FINAL PLAT - MAJOR SUBDIVISION PIN OAK SECTION 1 PREPARED BY FELLOWS, READ & ASSOCIATES, INC., DATED SEPTEMBER 1986, REVISED FEBRUARY 1988, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # H1981.
  - FINAL PLAT MAJOR SUBDIVISION CREAM RIDGE ESTATES PREPARED BY SHEPHERD, WEINERT & SHIELDS, DATED OCTOBER 1987, REVISED JULY 1988, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # H2096.
  - FINAL MAP OF OAK RIDGE SECTION 6-A PREPARED BY FELLOWS & READ, DATED APRIL 1965, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # I488.
  - SUBDIVISION MAP LOTS 1 THRU 5 INCL., BLOCK 1 AS SHOWN ON MAP OF GREENWOOD MANOR PREPARED BY ERNST, ERNST & LISSENDEN, DATED MAY 1966, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # I520.
  - NUDOT ALIGNMENT PRESERVATION MAP DATED MARCH 1987, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # I1833.
  - FINAL PLAT - MAJOR SUBDIVISION PIN OAK SECTION II PREPARED BY FELLOWS, READ & ASSOCIATES, INC., DATED AUGUST 1981, REVISED JANUARY 1988, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # I1951.
  - MAP OF TOMS RIVER INDUSTRIAL PARK PREPARED BY T&M ASSOCIATES, DATED JUNE 1975, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # J70.
  - PLAN OF SURVEY & MINOR SUBDIVISION SHOWCASE PUBLICATIONS, INC. INDUSTRIAL WAY NORTH & CORPORATE CIRCLE PREPARED BY SCHOOR DEPALMA, DATED AUGUST 2005, REVISED OCTOBER 2005, FILED IN THE OCEAN COUNTY CLERKS OFFICE - INSTRUMENT # J865.
- REFERENCE MAPS - NOT FILED
  - ALTA/NSPS LAND TITLE SURVEY 227 OAK RIDGE PARKWAY BLOCK 411, LOTS 6.02 & 6.03 PREPARED BY BOWMAN CONSULTING GROUP, LTD., DATED JUNE 2020, REVISED NOVEMBER 2020, PROVIDED BY BASF.
  - PLAN SHOWING SIDE TRACKS SERVING TOMS RIVER CHEMICAL CORPORATION PREPARED BY CRR CO OF NJ DATED SEPTEMBER 1948, REVISED JANUARY 1963, PROVIDED BY CORNELL.
  - PLANS OF OAK RIDGE PARKWAY FROM THE TOMS RIVER-CASSVILLE ROAD TO ST. HWY ROUTE 37 PREPARED BY LAWRENCE WAGNER, COUNTY ENGINEER, DATED JUNE 1965, PROVIDED BY OCEAN COUNTY ENGINEER'S OFFICE.
  - TOMS RIVER MERCHANT SOLAR, LLC PROPOSED 35 MW DC SOLAR FACILITY PRELIMINARY AND FINAL SITE PLAN PREPARED BY WESTON SOLUTIONS DATED NOVEMBER 2019, REVISED JANUARY 2020, PROVIDED VIA OPRA REQUEST TO TOMS RIVER TOWNSHIP.
  - LAKEWOOD-TOMS RIVER 33KV TRANSMISSION LINE CSS SUPPLY TO CIBA STATES, LTD PREPARED BY JCP&L DRAWING 026, SHEET 6A, DATED NOVEMBER 1950, REVISED APRIL 1956, PROVIDED BY JCP&L.
  - CIBA STATES LIMITED, 33KV TAP, B-54 LINE PREPARED BY JCP&L DRAWING 016215, DATED DECEMBER 1950, REVISED SEPTEMBER 1983, PROVIDED BY JCP&L.
  - PARCELS 15B & 15C ON GENERAL PROPERTY KEY MAP ROUTE 37, SECTION 3 PREPARED BY NJ STATE HIGHWAY DEPARTMENT, DATED DECEMBER 1958, REVISED AUGUST 1951, PROVIDED BY NUDOT.
  - PARCEL R11 ON ENTIRE TRACT MAP ROUTE 37 (1953) SECTION 8 PREPARED BY NJ DOT DATED OCTOBER 1980, REVISED JANUARY 1983, PROVIDED BY NUDOT.
  - PARCEL ER98D ENTIRE TRACT MAP ROUTE 37 (1953) SECTION 8 PREPARED BY NJ DOT DATED JUNE 1986, REVISED JANUARY 1989, PROVIDED BY NUDOT.
  - PARCEL ER98A, ER98B, ER98C & ER98D ENTIRE TRACT MAP ROUTE 37 (1953) SECTION 8 PREPARED BY NJ DOT DATED JUNE 1986, REVISED SEPTEMBER 1991, PROVIDED BY NUDOT.
  - DETAIL OF NATURAL GAS PIPE LINE ROW DRAWING #1566 TITLED TOMS RIVER CHEMICAL CORPORATION PLOT PLAN 11-1961 ATTACHED TO DEED 2314-389 - VERY POOR COPY.
  - MINOR SUBDIVISION OF BLOCK 411, TAX LOT 6, 84, 101, 124, 130 & 131 BASF CORPORATION PREPARED BY HEDGES & ASSOCIATES INC., DATED OCTOBER 2012, REVISED SEPTEMBER 2013, PROVIDED BY BASF.
- HORIZONTAL DATUM IS REFERENCED TO NEW JERSEY STATE PLANE COORDINATES (NAD '83-2011). PROJECT COORDINATES PROJECTED TO GROUND BASED ON THE FOLLOWING:
  - SURVEY SCALED TO GROUND: PNT #2016
  - GROUND SCALE FACTOR: 1.000978482067
  - GROUND COORDINATES: N:418999.3330 E:566385.6700 Z:47.06
  - VERTICAL DATUM: NAVD 1988
- PHYSICAL FEATURES AND TOPOGRAPHIC INFORMATION TAKEN FROM A FIELD SURVEY PERFORMED BY THIS OFFICE BETWEEN MAY AND JULY 2021 AND SUPPLEMENTED WITH PLANIMETRIC DATA DEVELOPED BY AXIS GEOSPATIAL, LLC, JOB NUMBER: 21096-2102, PHOTOGRAPHY FLOWN: 04-03-21 WITH DIGITAL MAPPING AERIAL PHOTOGRAPHY GSD @ 15CM.
- ADJOINING PROPERTY LINES ARE BASED ON DEEDS OF RECORD AND MUNICIPAL TAX MAPS.
- THE FEMA FLOOD INSURANCE RATE MAP FOR OCEAN COUNTY, NEW JERSEY MAP NUMBER J4200301F, EFFECTIVE DATE SEPTEMBER 29, 2006 INDICATES PORTIONS OF THE PROJECT ARE IN ZONES X AND AE.
- PROPERTY IS SUBJECT TO EASEMENTS TO JERSEY CENTRAL POWER AND LIGHT AND NJ BELL AS SET FORTH IN DB 1386, PG 314 AND DB 1408, PG 188 - NOT PLOTTABLE.

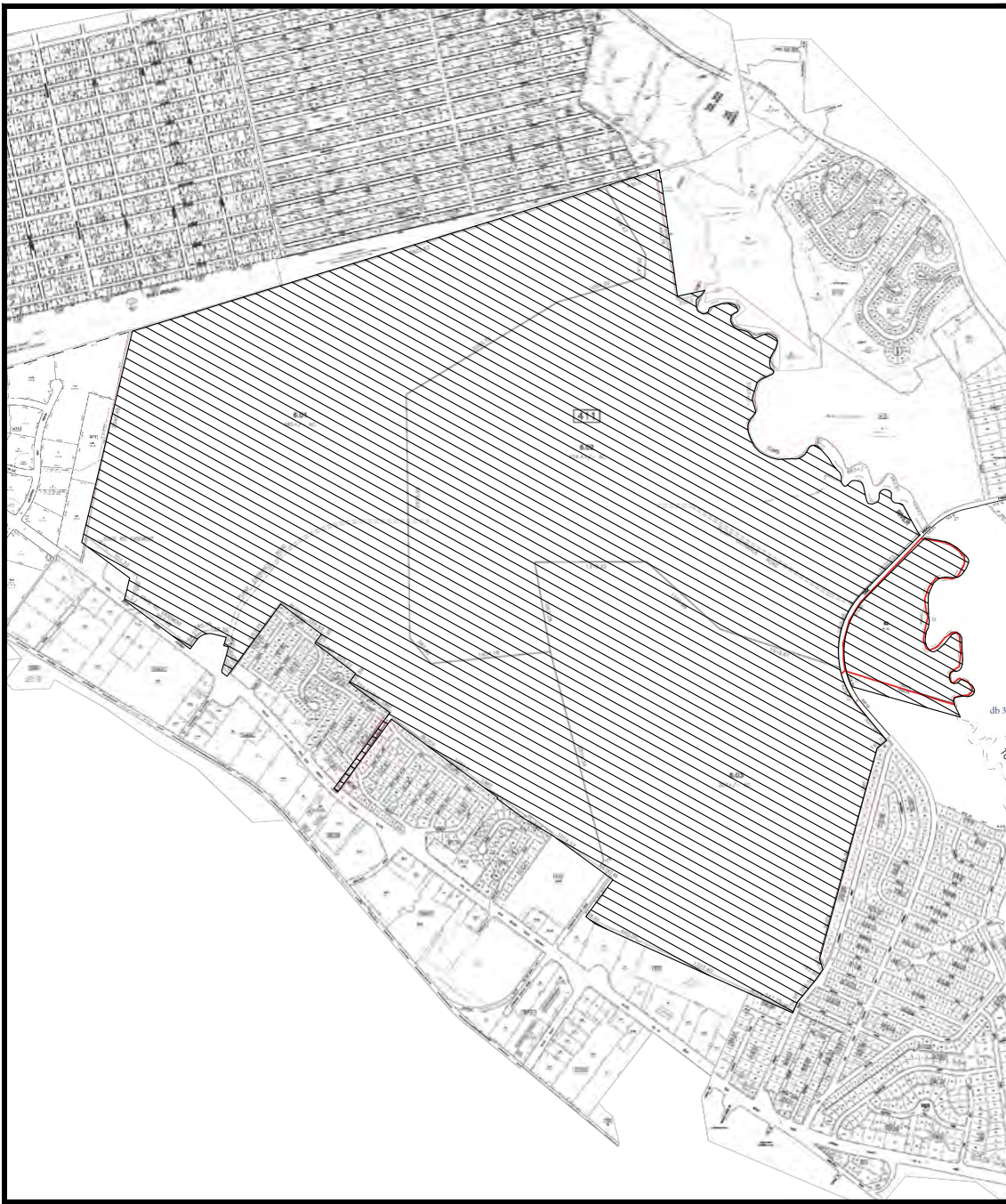


## GENERAL LOCATION MAP AND SHEET KEY

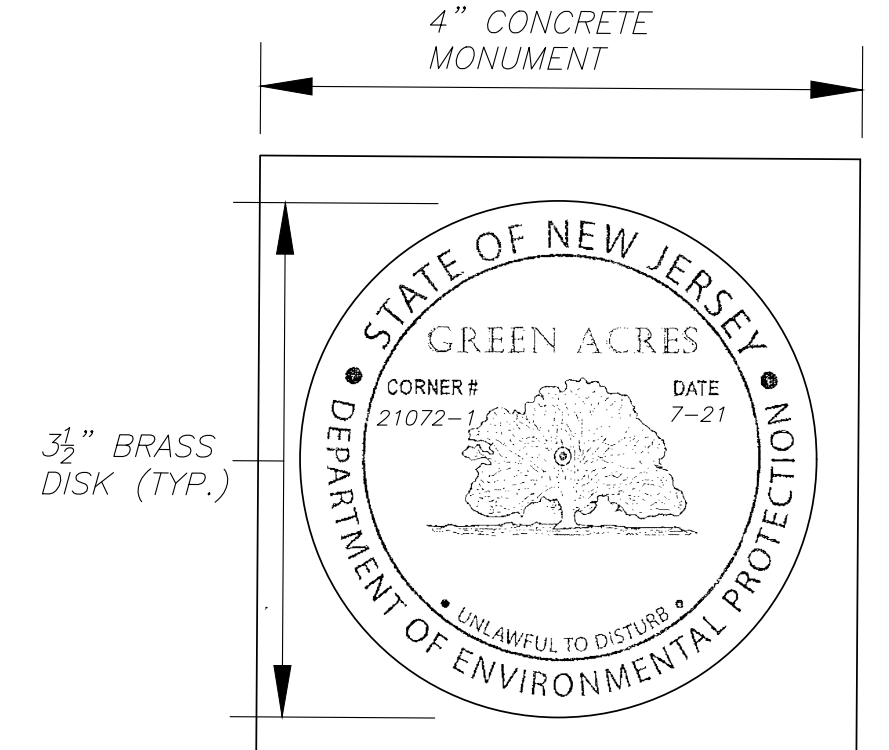
SCALE: 1"=500'



VICINITY MAP  
1" = 2000'



TAX MAP  
1" = 2000'



CONCRETE MONUMENT DETAIL  
N.T.S.

**LEGEND OF CONSERVATION RESTRICTION AREAS**

Green	OCR #1: FORESTED = 533.086± ACRES
Yellow	OCR #2: PROJECTS = 255.9± ACRES
Blue	OCR #3: RETAINED = 210.936± ACRES

**LEGEND**

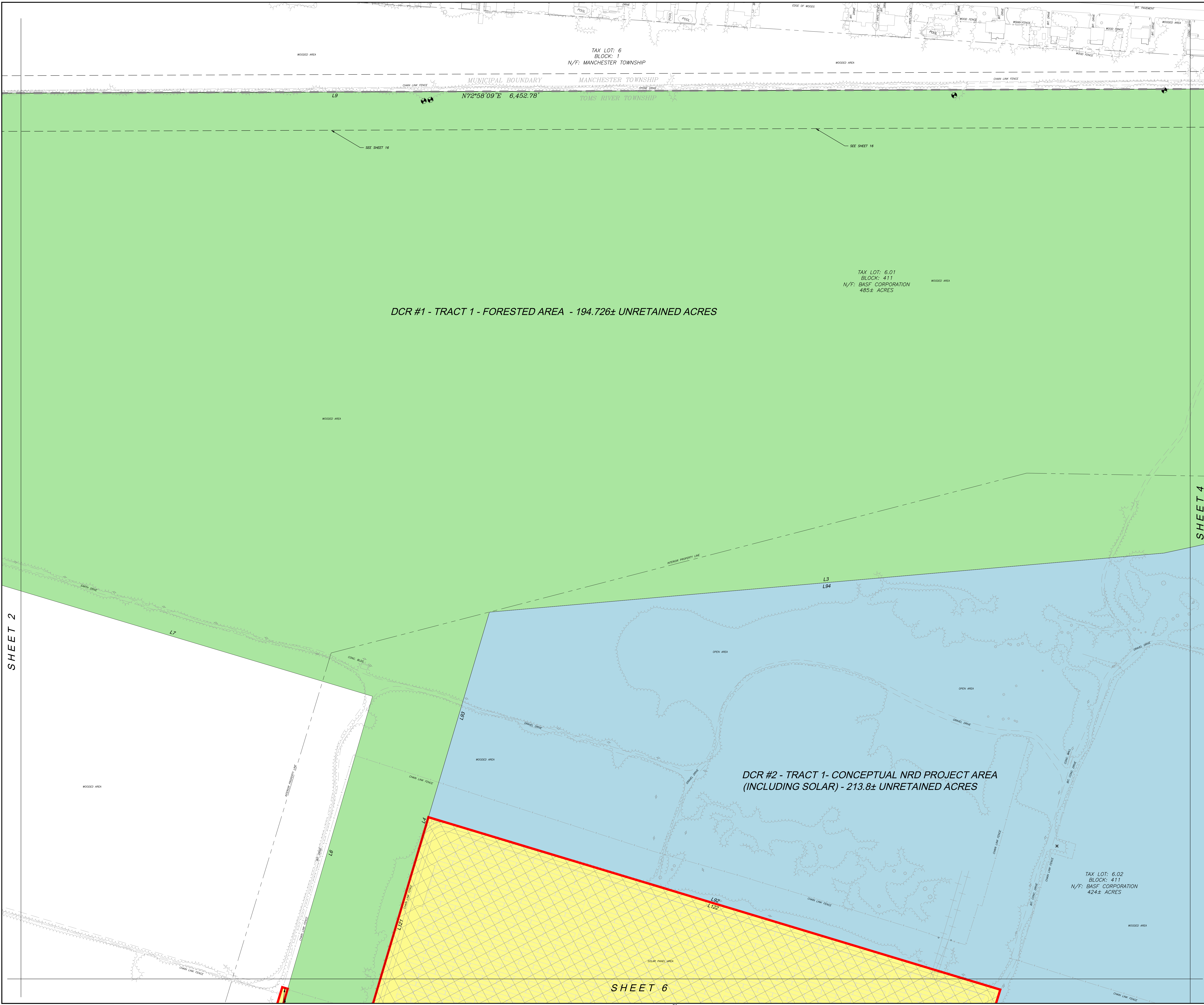
Concrete Monument	Sign	Curb
Iron Pin	Traffic Light	Depressed Curb
Magnal	Tree	Edge of Pavement
Iron Pipe	Unknown Manhole	Edge of Stone
Bollard	Unknown Valve	Edge of Dirt
Fire Hydrant	Utility Pole	Edge of Water
Guy Wire	Utility Pole W/Light	Chain Link Fence
Headwall/Flared End Section	Wetlands Marsh Symbol	Vinyl Fence
'X' Inlet	Rock Symbol	Wood Fence
'E' Inlet	Handicap Paint Symbol	Guide Rail
Light Pole	Pillar	Property Line
Light Post	Unknown Object	Railroad Tracks
Mailbox	Solar Panel Area	Woods Line
Electric Box	CAFRA Restriction Area	
Shrub	Restricted Waste Management Area	
Monitoring Well		

**BASF TOMS RIVER CONSERVATION EASEMENTS**

DATE	NO.	REVISIONS	BY	APPR.
MAP OF SURVEY 227 OAK RIDGE PARKWAY TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ PREPARED FOR: BASF CORPORATION				
<p><b>VARGO ASSOCIATES</b> Surveying and Mapping P.O. Box 647, Franklinville New Jersey 08322 (856) 684-1716 © COPYRIGHT 2017 VARGO ASSOCIATES ALL RIGHTS RESERVED Certificate of Authorization # 24C48021200</p>				
SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072
				SHEET NO.
				1 OF 17
<p><b>MICHAEL R. VARGO</b> N.J. Professional Land Surveyor License No. 33182 &amp; Planner License No. 03-03-3027 PA. Professional Land Surveyor License No. SU-055513-E DE. Professional Land Surveyor License No. 96-0008000</p>				



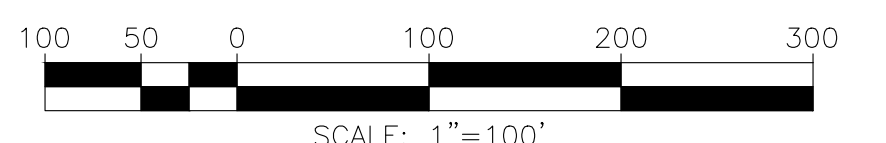
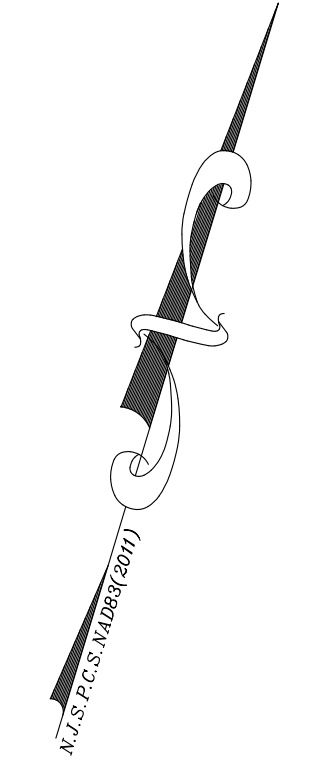




DCR #1 - TRACT 1 - FORESTED AREA - 194.726± UNRETAINED ACRES

DCR #2 - TRACT 1 - CONCEPTUAL NRD PROJECT AREA (INCLUDING SOLAR) - 213.8± UNRETAINED ACRES

SHEET 6



BASF TOMS RIVER CONSERVATION EASEMENTS

DATE	NO.	REVISIONS	BY	APPR.

MAP OF SURVEY  
 227 OAK RIDGE PARKWAY  
 TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ  
 PREPARED FOR:  
 BASF CORPORATION



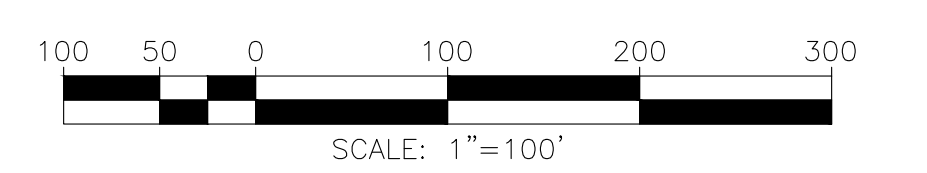
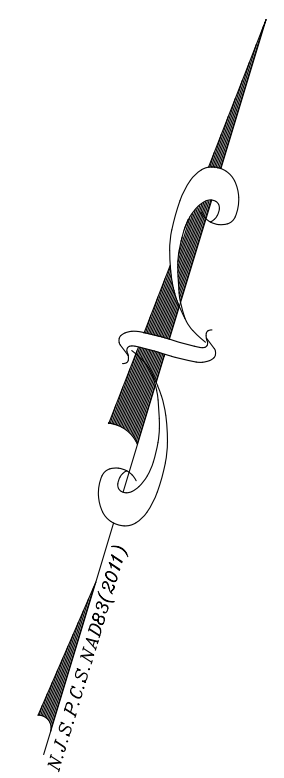
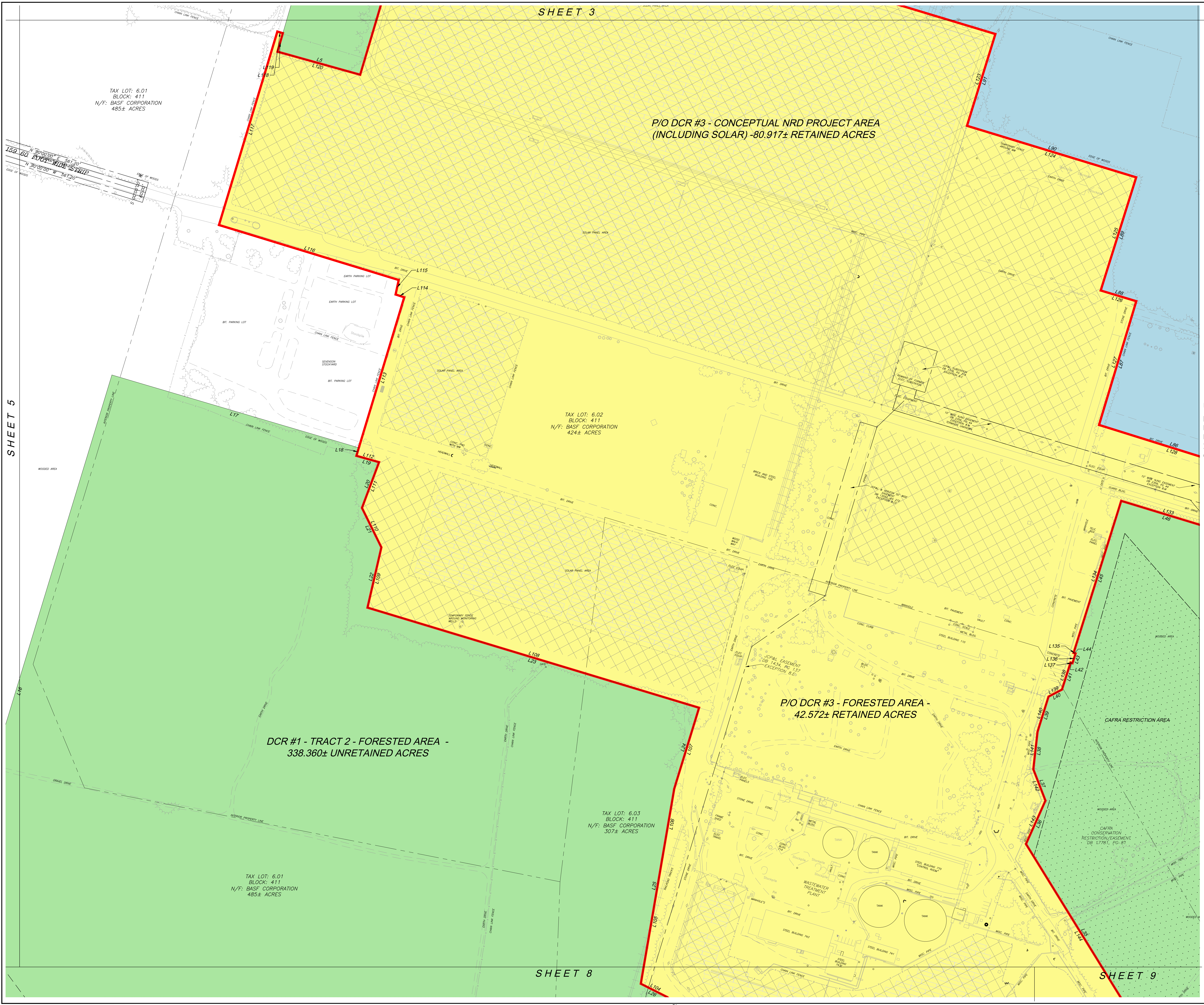
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SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	3 OF 17

*Michael R. Vargo*  
**MICHAEL R. VARGO**  
N.J. Professional Land Surveyor Lic. No. 33182 & Planner Lic. No. 05-3927  
 PA. Professional Land Surveyor License No. SU-055513-E  
 DE. Professional Land Surveyor License No. 96-00089000







BASF TOMS RIVER CONSERVATION EASEMENTS

DATE	NO.	REVISIONS	BY	APPR.
MAP OF SURVEY 227 OAK RIDGE PARKWAY TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ PREPARED FOR: BASF CORPORATION				



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SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	6 OF 17

*Michael R. Vargo*  
**MICHAEL R. VARGO**  
 N.J. Professional Land Surveyor Lic. No. 33182 & Planner Lic. No. 05-3927  
 PA. Professional Land Surveyor License No. SU-055513-E  
 DE. Professional Land Surveyor License No. 98-0008000



DCR #2 - TRACT 1 - CONCEPTUAL NRD PROJECT AREA  
(INCLUDING SOLAR) - 213.8± UNRETAINED ACRES

TOMS RIVER

TOMS RIVER

TOMS RIVER 6,002.9±

TOMS RIVER

TOMS RIVER

TOMS RIVER

TAX LOT: 6.02  
BLOCK: 411  
N/F: BASF CORPORATION  
424 ACRES

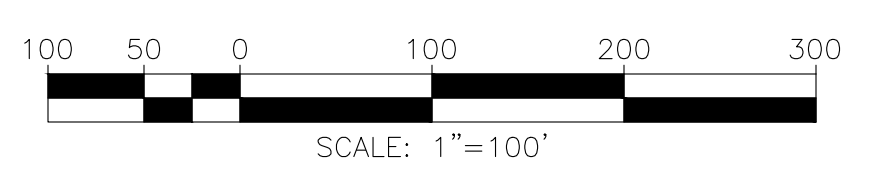
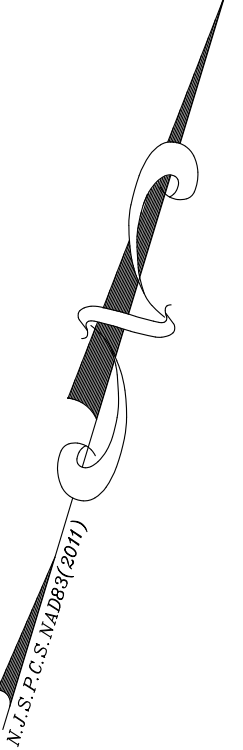
TAX LOT: 29  
BLOCK: 411  
N/F: TOWNSHIP OF  
TOMS RIVER

TAX LOT: 10  
BLOCK: 409  
N/F: TOWNSHIP OF TOMS  
RIVER

TAX LOT: 62  
BLOCK: 409  
N/F: BASF CORPORATION  
42± ACRES

DCR #1 - TRACT 2 - FORESTED AREA -  
338.360± UNRETAINED ACRES


CAFRA  
CONSERVATION  
RESTRICTION EASEMENT  
DB-17781 - PG. 81.



Know what's below.  
Call before you dig.

**BASF TOMS RIVER CONSERVATION EASEMENTS**

DATE	NO.	REVISIONS	BY	APPR.
MAP OF SURVEY 227 OAK RIDGE PARKWAY TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ PREPARED FOR: BASF CORPORATION				



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SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	7 of 17

*Michael R. Vargo*  
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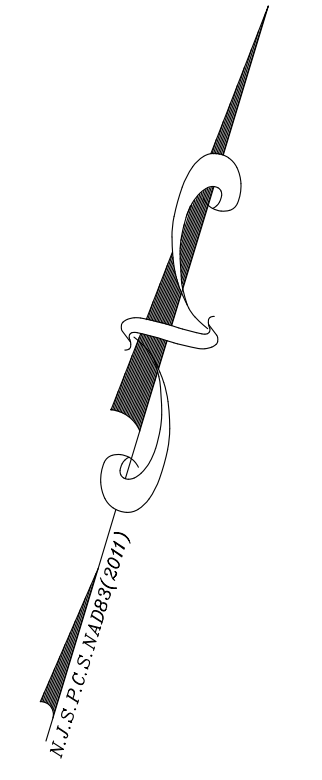
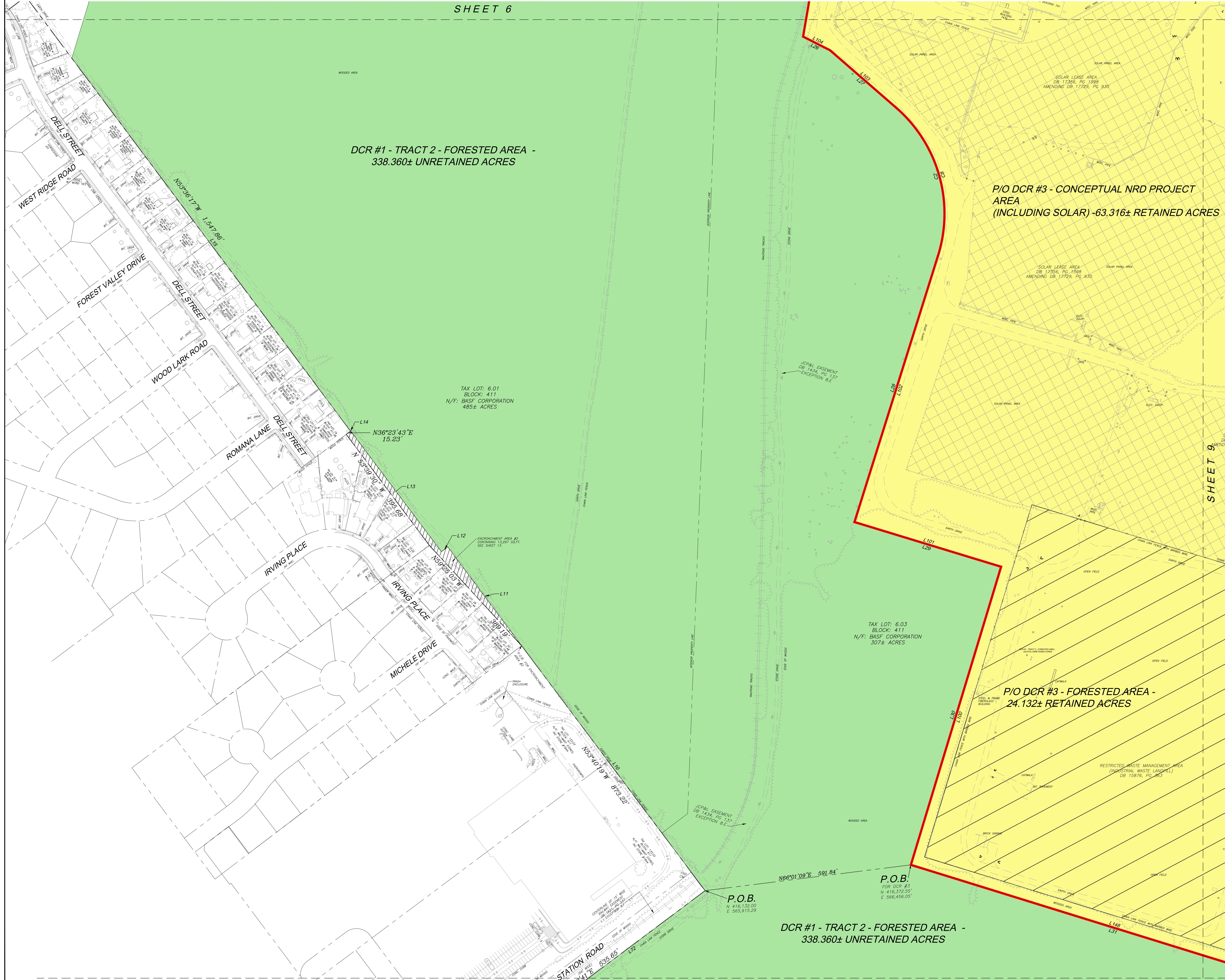


DCR #1 - TRACT 2 - FORESTED AREA -  
338.360± UNRETAINED ACRES

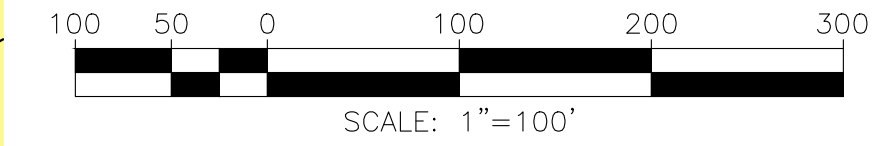
P/O DCR #3 - CONCEPTUAL NRD PROJECT  
AREA  
(INCLUDING SOLAR) -63.316± RETAINED ACRES

P/O DCR #3 - FORESTED AREA -  
24.132± RETAINED ACRES

DCR #1 - TRACT 2 - FORESTED AREA -  
338.360± UNRETAINED ACRES



SHEET 9



Know what's below.  
Call before you dig.

BASF TOMS RIVER CONSERVATION EASEMENTS

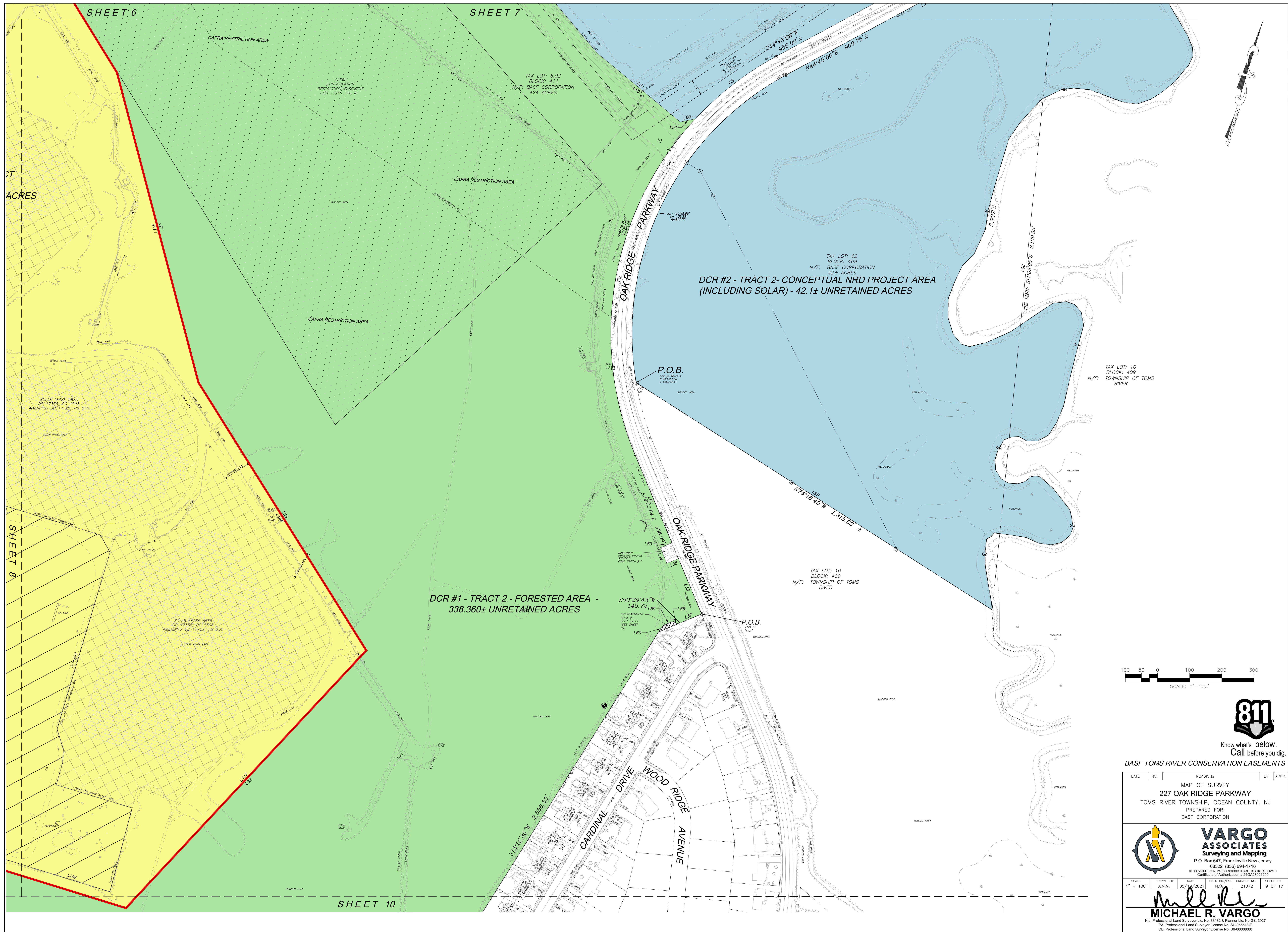
DATE	NO.	REVISIONS	BY	APPR.
MAP OF SURVEY 227 OAK RIDGE PARKWAY TOMS RIVER TOWNSHIP, OCEAN COUNTY, NJ PREPARED FOR: BASF CORPORATION				

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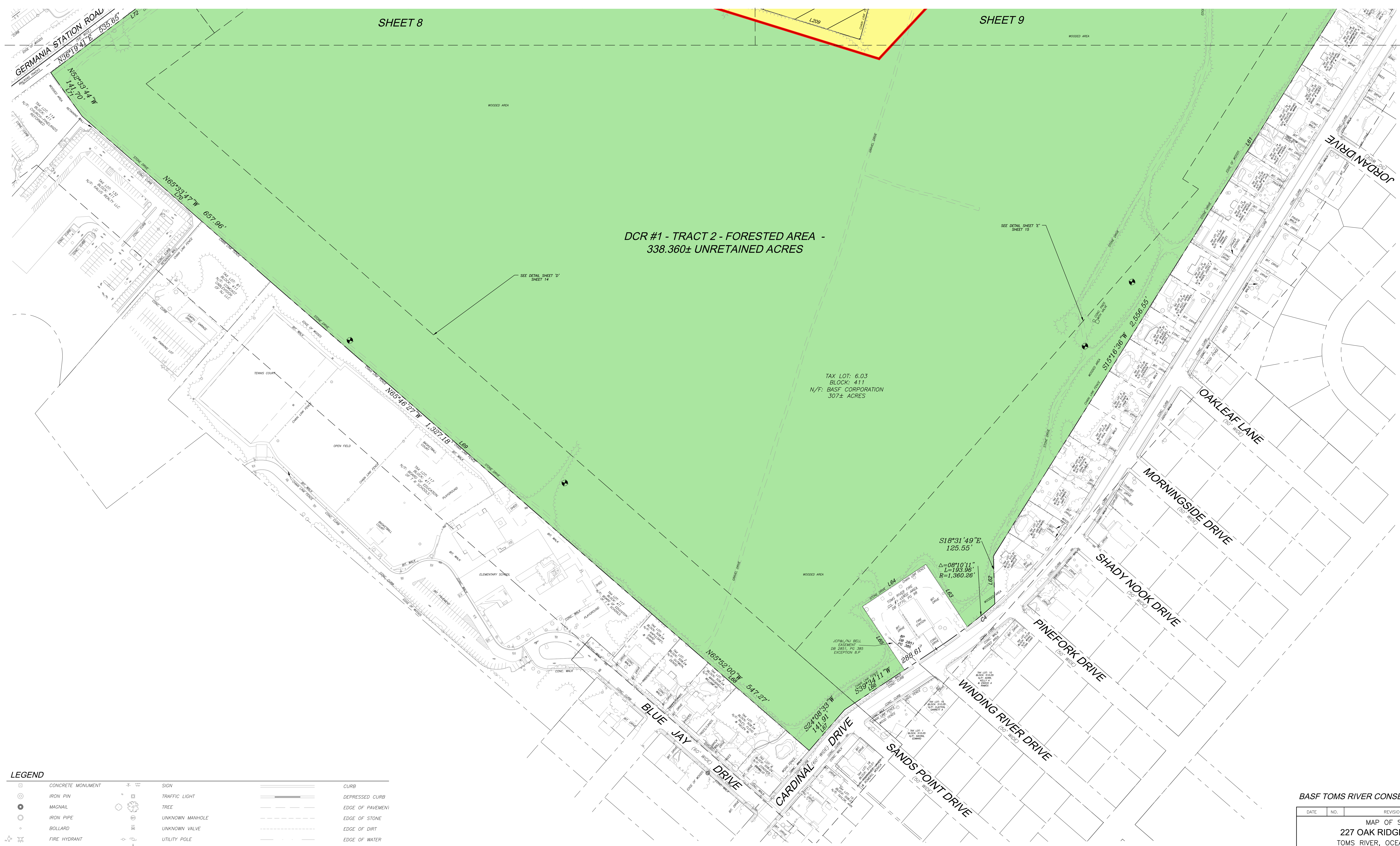
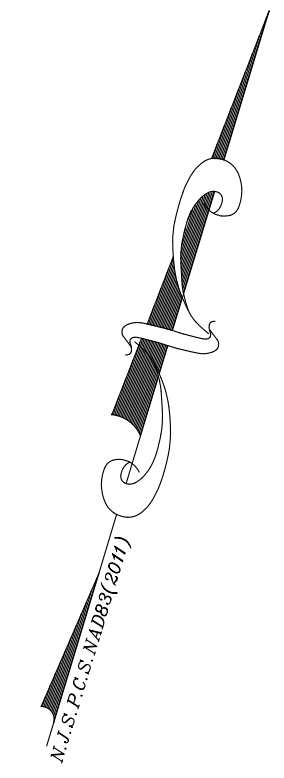
SCALE	DRAWN BY	DATE	FIELD BK./PG.	PROJECT NO.	SHEET NO.
1" = 100'	A.N.M.	05/18/2021	N/A	21072	8 OF 17

*Michael R. Vargo*  
**MICHAEL R. VARGO**  
N.J. Professional Land Surveyor Lic. No. 33182 & Planner Lic. No. 083-3927  
PA. Professional Land Surveyor License No. SU-055513-E  
DE. Professional Land Surveyor License No. 98-0008000







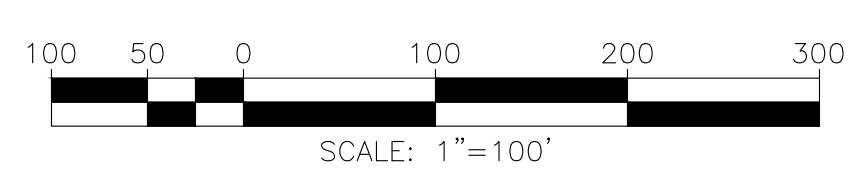


DCR #1 - TRACT 2 - FORESTED AREA -  
338.360± UNRETAINED ACRES

TAX LOT: 6.03  
BLOCK: 411  
N/F: BASF CORPORATION  
307± ACRES

**LEGEND**

	CONCRETE MONUMENT		SIGN		CURB
	IRON PIN		TRAFFIC LIGHT		DEPRESSED CURB
	MAGNAIL		TREE		EDGE OF PAVEMENT
	IRON PIPE		UNKNOWN MANHOLE		EDGE OF STONE
	BOLLARD		UNKNOWN VALVE		EDGE OF DIRT
	FIRE HYDRANT		UTILITY POLE		EDGE OF WATER
	GUY WIRE		UTILITY POLE W/LIGHT		CHAIN LINK FENCE
	HEADWALL/FLARED END SECTION		WETLANDS MARSH SYMBOL		VINYL FENCE
	4" INLET		ROCK SYMBOL		WOOD FENCE
	6" INLET		HANDICAP PAINT SYMBOL		GUIDE RAIL
	LIGHT POLE		PILLAR		PROPERTY LINE
	LIGHT POST		UNKNOWN OBJECT		RAILROAD TRACKS
	MAILBOX		SOLAR PANEL AREA		WOODS LINE
	ELECTRIC BOX		CAFRA RESTRICTION AREA		
	SHRUB		RESTRICTED WASTE MANAGEMENT AREA		
	MONITORING WELL				



Know what's below.  
Call before you dig.

**BASF TOMS RIVER CONSERVATION EASEMENTS**

DATE	NO.	REVISIONS	BY	APPR.
MAP OF SURVEY 227 OAK RIDGE PARKWAY TOMS RIVER, OCEAN COUNTY, NJ PREPARED FOR: BASF CORPORATION				



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1" = 100'	A.N.M.	05/18/2021	N/A	21072	10 OF 17

*Michael R. Vargo*  
**MICHAEL R. VARGO**  
N.J. Professional Land Surveyor License No. 33182 & Planner License No. GS-3927  
PA. Professional Land Surveyor License No. SU-055513-E  
DE. Professional Land Surveyor License No. 96-0008000



**APPENDIX D**

**MODEL DEED OF CONSERVATION RESTRICTION**

**FORESTED PARCEL/SETTLEMENT AREA 1**

**BASF CORPORATION**

Grantor

TO

**THE STATE OF NEW JERSEY,  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Grantee

Dated: \_\_\_\_\_

*Record and return to:*

Department of Environmental Protection  
Office of Natural Resource Restoration  
Mail Code 501-03  
P.O. Box 420  
Trenton, NJ 08625-0420



**DEED OF CONSERVATION RESTRICTION  
(FOR CERTAIN ECOLOGICAL UPLIFT PROJECTS ON SETTLEMENT AREA 1)**

This Deed of Conservation Restriction, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, is between BASF Corporation, as successor to the specialty chemicals business of the former Ciba-Geigy Corporation (“Grantor”), having a principal place of business at 100 Park Avenue Florham Park, New Jersey 07932 and the New Jersey Department of Environmental Protection, its successors and assigns, having its principal place of business at 401 East State Street, Trenton, New Jersey 08625 (“Grantee”).

**Witnesseth:**

**Whereas**, BASF Corporation, as successor to the specialty chemicals business of the former Ciba-Geigy Corporation (hereinafter, “BASF”) has executed a Natural Resource Damages Settlement Agreement, dated \_\_\_\_\_, (“Settlement Agreement”) with the New Jersey Department of Environmental Protection, the Commissioner of the New Jersey Department of Environmental Protection, and the Administrator of the New Jersey Spill Compensation Fund (jointly, the “Department”) to address injuries to groundwater arising from the discharge of hazardous substances at the Ciba-Geigy Superfund Site (Site), encompassing approximately 1,255 acres, located in Toms River Township, Ocean County; and

**Whereas**, as a condition of the Settlement Agreement, BASF agreed to grant a conservation restriction on, certain real property referred to in the Settlement Agreement and herein as Settlement Area 1, with a collective groundwater recharge value that will, upon their preservation, offset and compensate for the injuries to natural resources addressed in the Settlement Agreement. A copy of the Settlement Agreement and the SOW are attached hereto and made a part hereof as Schedule A; and

**Whereas**, Grantor is the sole owner in fee simple of the Site, which is designated as Block 411 Lots 6.01, 6.02 and 6.03 and Block 409 Lot 62 on the tax map of the Township of Toms River, County of Ocean, State of New Jersey; the Site includes approximately 535 acres of forested land more particularly described in the metes and bounds description attached to and made a part hereof as Schedule B (the “Settlement Area 1”); and

**Whereas**, the natural resource values and existing condition of Settlement Area 1 are further documented in an inventory of the property identified on Present Condition Report which consists of reports, maps, photographs, and/or other documentation that the parties agree provide an accurate representation of the property at the time of this grant and which is intended to serve as information baseline for monitoring compliance with the terms of this grant. The summary and signature pages of the Present Condition Report are attached hereto and made a part hereof as Schedule C; and

**Whereas**, Settlement Area 1 provides natural resources to the benefit of the general public in the form of open space, wildlife habitat, groundwater protection, forest and aquifer



recharge (“Conservation Values”). These Conservation Values are more particularly described and depicted in the Present Condition Report; and

**Whereas**, this Deed of Conservation Restriction is entered into in accordance with the New Jersey Conservation and Historic Preservation Restriction Act, N.J.A.C. 13:8B-1 et seq., and shall be binding upon the Grantor, its successors and assigns and upon the Grantee, its successors and assigns.

**NOW THEREFORE**, and in consideration for execution of the Settlement Agreement, the Grantor does hereby convey to the Grantee, a Deed of Conservation Restriction in perpetuity, pursuant to the laws of New Jersey, for the exclusive purpose of assuring that the Conservation Values will be conserved and maintained forever and that uses of the Restoration Parcel that are inconsistent with the Conservation Values are prohibited and will be prevented or corrected by Grantor.

**I. PURPOSE.** The purpose of this Deed of Conservation Restriction is to protect and maintain the Conservation Values of Settlement Area 1 forever, prevent any use of Settlement Area 1 that will impair or interfere with the Conservation Values, and, subject to the limitations set forth herein, allow only stewardship that is consistent with the terms of this Deed of Conservation Restriction and the purposes established in the Settlement Agreement and Scope of Work.

**II. PROMISES BY GRANTOR.** Grantor, for itself, its successors, and its assigns, agrees to:

- A. Maintain, protect and use Settlement Area 1 for the purposes set forth herein;
- B. Not sell, lease, exchange or donate Settlement Area 1 except to the federal government, the State, a local government unit or a qualifying tax exempt, nonprofit organization, or an entity otherwise approved by the Grantee. Settlement Area 1 shall remain subject to this Deed of Conservation Restriction after any approved conveyance;
- C. Obtain the approval of the Grantee prior to imposing any additional perpetual restrictions on Settlement Area 1;
- D. Provide reasonable public access to Settlement Area 1 in accordance with the purposes set out in Schedule D to this Deed of Conservation Restriction;
- E. Use Settlement Area 1 for the purposes described in Schedule D to this Deed of Conservation Restriction.

**III. PROHIBITED ACTS.** Any activity on or use of Settlement Area 1 inconsistent with the purpose of this Deed of Conservation Restriction is prohibited. Without limiting the generality of the foregoing, and except as permitted in Paragraph IV below, the following activities and uses



are expressly prohibited:

**A. Subdivision.** Any subdivision of Settlement Area 1 is expressly prohibited, except as necessary to transfer ownership of Settlement Area 1 to the grantee, or a third-party or, subject to the restrictions set forth in Paragraph III.D. below, as necessary to provide vehicle and/or utility access to public roads for the owners of land remaining after any transfer.

**B. Structures.** Construction on Settlement Area 1 of any new or expanded structures, temporary or permanent, including, but not limited to, buildings, billboards, cellular phone or other communications towers, golf courses, airstrips, solar fields and helicopter pads is expressly prohibited, except for any wildlife viewing facility and any related passive recreation facility, including outdoor vehicular parking areas, that may be constructed with the prior written approval of both the Grantee and Grantor.

**C. Grading and Resource Extraction.** No topsoil, sand, gravel, loam, rock, or other minerals shall be deposited on, excavated, dredged, or removed from, Settlement Area 1. No subsurface mining, drilling, directional drilling, or fracking for petroleum, natural gas or any other material extraction may occur on Settlement Area 1.

**D. Roads, Driveways and Other Impervious Cover.** No portion of Settlement Area 1 shall be covered with concrete, asphalt, oiled stone, or any other impervious material except (i) those existing and shown on Schedule B or (ii) if impervious has been removed per Paragraph IV.I. and there will be no net increase in impervious in Settlement Area 1. Grantor's goal is to reduce impervious in Settlement Area 1. Notwithstanding the foregoing, with Grantee's prior written consent, which consent shall be in Grantee's sole discretion, a parking area(s), road(s) and temporary infrastructure necessary for forestry management conducted under a Department-approved Forest Stewardship Plan or Woodland Management Plan may be constructed to facilitate access to Settlement Area 1 with a preference for pervious material.

**E. Trash.** No trash, hazardous or solid waste or fill material shall be dumped, stored or placed on Settlement Area 1.

**F. Natural resource protection.** No activity shall be permitted on Settlement Area 1 that would be detrimental to or otherwise impair the Conservation Values which include, but are not limited to, groundwater recharge, forest, wildlife habitat, drainage, water conservation, erosion control, or soil conservation. Further, the destruction of plant life which would alter the existing pattern of vegetation, the use of fertilizers, herbicides or pesticides and/or the removal or clearing of live vegetation or trees, other than routine maintenance and mowing, shall be prohibited on Settlement Area 1 unless approved by the Grantee, in writing, for maintenance and protection of the Conservation Values, habitat enhancement, invasive species removal or to prevent a safety hazard.



**G. Residential.** Settlement Area 1 shall not be used for Residential Use, in whole or in part. “**Residential Use**” as used herein shall mean and include any improvement, structure or dwelling used for living and/or sleeping accommodations (single or multi-family occupancy, including, without limitation, detached housing, condominiums, apartment buildings, dormitories, mixed residential use facility, and senior citizen housing); any day care facility (whether for infants, children, the infirmed, or the elderly); any hospital, hospice, and/or nursing home facility; any school; and any prison.

**H. Use of Groundwater.** No groundwater wells shall be drilled, constructed, installed, or used on the Property except relating to BASF Corporation’s Remedial Measures and restoration obligations, as defined in Paragraph IV.F and the Settlement Agreement.

**I. Commercial Use.** Settlement Area 1 shall not be used for Commercial Use, in whole or in part. “**Commercial Use**” Commercial use describes any activity in which you use a product or service for financial gain.

**J. Industrial Use.** Settlement Area 1 shall not be used for Industrial Use, in whole or in part. “**Industrial Use**” Industrial use means use for or in a manufacturing, mining, or chemical process or use in the operation of factories, processing plants, and similar sites.

**IV. RIGHTS OF GRANTOR.** The ownership rights of the Grantor extend to Grantor’s personal representatives, heirs, successors, and assigns, and include, but are not limited to, the right to sell or otherwise transfer Settlement Area 1 and the right to use the property as expressly set forth below.

**A. Trail Improvements.** To support public access to and use of Settlement Area 1, Grantor may: (1) maintain existing trails and install and maintain additional trails, provided that no new trail shall be improved with macadam, gravel, paving stones or other impervious or semi-pervious material without the prior written approval of Grantee, which shall be in Grantee’s sole discretion; (2) construct and maintain minor rustic boundary markers, trail markers, and other trail-related improvements reasonably necessary to their safe enjoyment or the control of runoff and trail-related damage, such as steps, bog bridges, erosion bars and railings, small unlighted information and interpretive signs, provided that they shall be constructed of rustic natural colored materials that blend in with the natural surroundings and complement the natural and scenic features of the landscape; and (3) install barriers and low fences where necessary to prevent use or access by motor vehicles or to protect fragile natural resources. Grantor shall ensure that all permits, licenses or other authorizations required under all applicable laws, regulations or ordinances are obtained prior to any trail maintenance, improvement or construction activities.



**B. Maintenance of Forest.** Grantor shall have the right to expand or keep existing forest cover on Settlement Area 1 consistent with a Department-approved Forest Stewardship Plan or Woodland Management Plan.

**C. Maintenance of Open Fields.** Grantor shall have the right to keep the existing field and meadow areas on Settlement Area 1 as open meadows and fields rather than allowing them to revert to successional woodland.

**D. Control of Pest and Invasive Species.** Grantor may control non-native invasive species or vegetation and vegetation commonly considered to be pest species in accordance with an Invasive Species Control Plan approved by the Department.

**E. Removal of Hazardous Vegetation.** Grantor may, without prior consent of Grantee, trim or remove dead, fallen, diseased or infected trees, tree limbs or plant material if they: (1) obstruct passage on paths, trails, roads or drives; (2) pose an imminent hazard to the safety of persons using Settlement Area 1, or (3) present a risk of infection to healthy non-invasive trees or plants.

**F. Maintenance or Modification of Remedial Measures.** Grantor is currently conducting work on Settlement Area 1, under oversight of the Environmental Protection Agency (EPA) (OU1 Consent Decree entered December 1, 1993 (as corrected on June 13, 1994) in Civil Action No. 93-4675, which governs the implementation of the April 1989 ROD, and the OU2 Consent Decree entered March 21, 2002 in Civil Action No. 01-4223, which governs the implementation of the September 2000 ROD (“OU1/OU2 Work”) and under oversight of the Department (NJDEP Permitted Industrial Waste Landfill (“Landfill”) (collectively “Remedial Measures”). Grantor shall have the right to maintain, optimize, modify and/or operate Remedial Measures as required by EPA for OU1/OU2 Work or the Department for the Landfill. Grantor shall obtain Grantee’s consent, which shall not be unreasonably withheld, prior to taking any action that would result in expansion of the Remedial Measures footprint into other areas of Settlement Area 1. BASF will work to minimize any such impacts to Settlement Area 1. Grantor shall provide notice to the Grantee and obtain Grantee’s consent, which shall not be unreasonably withheld, prior to any removal of a Remedial Measure in any part or in its entirety. If the Grantor removes the Remedial Measure in part or in whole, Grantor shall restore the disturbed area (as approved by EPA for OU1/OU2 Work or the Department for the Landfill) and plant vegetation approved by Grantee. Grantor and Grantee acknowledge that future engineering and/or institutional controls may be necessary in Settlement Area 1 to address the Remedial Measures.

**G. Trash.** Trash may be managed on Settlement Area 1 in appropriate trash receptacles to support the Restoration Projects, as provided in the SOW.

**H. Additional uplift.** Grantor may design, permit (as needed) and perform projects



that provide additional ecological uplift not specifically defined herein with the prior written approval of the Department.

**I. Removal of Impervious.** Grantor shall have the right to remove or otherwise reduce the amount of impervious material present within Settlement Area 1. Where any such impervious removal is replaced with soil, Grantor will plant with the appropriate regionally native plants approved by the Department.

**V. RIGHT OF FIRST REFUSAL.** Grantor and its successors and assigns agree to give Grantee or a Grantee-approved third-party designee Right of First Refusal to acquire Settlement Area 1, which right shall be of perpetual duration. The conditions of this Right shall be such that whenever Grantor receives a written offer from a person or persons to purchase all or any part of Settlement Area 1, or to receive as a donation or for nominal consideration all or any part of Settlement Area 1, and Grantor accepts the offer subject to this Right of First Refusal, the Grantor shall notify Grantee via certified mail of the offer. Grantee may elect to acquire Settlement Area 1 on the same terms and conditions as those contained in the conditionally accepted offer. Grantee shall have 90 calendar days to elect to acquire Settlement Area 1 and will notify the Grantor by certified mail of such an election. If Grantee shall fail to notify Grantor within such 90-day period of its exercise of the Right of First Refusal, Grantor will be free to transfer the Property to a third party on the terms set forth in the offer. The Right of First Refusal shall apply to all offers for interests in Settlement Area 1. The Right of First Refusal shall not apply to any proposed sale of Settlement Area 1 to any federal, state or local government entity.

**VI. RIGHTS OF GRANTEE.** To accomplish the conservation purposes of this Deed of Conservation Restriction, the following rights are conveyed to the Grantee:

**A. Enforcement.** Grantee has the right to preserve and protect the Conservation Values of Settlement Area 1 and enforce the terms, conditions of this Deed of Conservation Restriction.

**B. Inspection.** Grantee and its agents shall be permitted access to, and have the right to enter upon with advance written notice, Settlement Area 1 for the purposes of inspection in order to enforce and assure compliance with the terms and conditions of this Deed of Conservation Restriction.

**VII. RESPONSIBILITIES OF GRANTOR AND GRANTEE NOT AFFECTED.** Other than as specified herein, this Deed of Conservation Restriction is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligations of the Grantor as owner of Settlement Area 1. This shall apply to:

**A. Taxes.** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against Settlement Area 1.



**B. Upkeep and Maintenance.** The Grantor shall continue to be solely responsible for the upkeep and maintenance of Settlement Area 1 to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of Settlement Area 1. Nothing in this Deed of Conservation Restriction shall require the Grantor to take any action to restore the condition of Settlement Area 1 after any Act of God or other event over which it had no control.

**C. Liability and Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee, its employees, agents, and contractors, and their successors and assigns from and against all liabilities, penalties, costs, losses, damages, expenses, or claims, including, without limitation, attorneys fees, arising from, or on account of negligent or other wrongful acts or omissions of Grantor, and its respective officers, directors, employees, agents, contractors, subcontractors, and any persons acting on Grantor's behalf or under their control with respect to the Property that is the subject of the Deed of Conservation Restriction. Grantor's agreement to hold harmless and indemnify shall not affect any statutory protections available to the Grantor under the Landowner's Liability Act, N.J.S.A. 2A:42A-2, et seq.

**D. No Waiver of Immunities.** Nothing in this conservation restriction waives the protections and immunities afforded to the State under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 through -12.3.

**VIII. REMEDIES.** Grantee shall have the right to prevent and correct violations of the terms of this Deed of Conservation Restriction. Enforcement of the terms of this Deed of Conservation Restriction shall be at the discretion of the Grantee and any failure on behalf by Grantee to exercise its rights hereunder shall not be deemed or construed to be a waiver of Grantee of those rights. This shall be true regardless of the number of violations of the terms of this Deed of Conservation Restriction by Grantor that occur or the length of time it remains unenforced. If Grantee finds what it believes is a violation of the terms of this Deed of Conservation Restriction, it may without limitation as to other available legal recourse, at its discretion take any of the following action:

**A. Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Deed of Conservation Restriction has occurred or is threatened, Grantee may give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation in accordance with a plan approved by the Grantee.

**B. Injunctive Relief.** If Grantor fails to cure the violation within 45 days after receipt of notice from the Grantee, or under circumstances where the violation cannot reasonably be cured with a 45-day period, fails to begin curing such violation, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed of Conservation Restriction, to enjoin ex parte the violation by temporary or permanent injunction, and to require the restoration of Settlement Area 1 to the condition that existed



prior to such injury. Grantor acknowledges that any actual or threatened failure to comply or cure will cause irreparable harm to the Grantee and that money damages will not provide an adequate remedy.

**C. Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Deed of Conservation Restriction or injury to any Conservation Values protected by this Deed of Conservation Restriction, including, without limitation, damages for the loss of Conservation Values. Without limiting Grantors' liability, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on Settlement Area 1.

**D. Costs of Enforcement.** In any case where a court finds that a violation has occurred, costs incurred by Grantee in enforcing the terms of this Deed of Conservation Restriction against Grantor, including, without limitation, costs and expenses of suit, and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the Deed of Conservation Restriction shall be borne by the Grantor.

**IX. DEVELOPMENT RIGHTS.** Grantor hereby grants to Grantee all development rights or credits that are now or hereafter allocated to, implied, reserved or inherent in Settlement Area 1, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of Settlement Area 1 as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield on Settlement Area 1 or any other property.

**X. GRANTOR'S WARRANTIES.**

**A. Covenant as to Grantor's Acts.** Grantor promises that, except for existing encumbrances confirmed in the title search report and survey package, and this this Deed of Conservation Restriction and any conservation restriction required by EPA related to the Remedial Measures, Grantor has done no act to encumber Settlement Area 1. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that Grantor has not allowed anyone else to obtain any legal rights that affect Settlement Area 1 (such as by making a mortgage or allowing a judgment to be entered against Grantor).

**B. Hazardous Substances.** Grantor hereby promises to defend and indemnify Grantee and the Department against all litigation, claims, demands, penalties, and damages, arising from or connected with any release or discharge of hazardous substances or violation of federal, state, or local environmental laws.

**XI. AMENDMENT OF DEED OF CONSERVATION RESTRICTION.** This Deed of Conservation Restriction may be amended only with the written consent of Grantee. Any such amendment shall be consistent with the purposes of this Deed of Conservation Restriction and



with the laws of the State of New Jersey and any regulations promulgated pursuant to those laws. Amendments may require, where applicable, approval by the NJDEP Commissioner under the New Jersey Conservation and Historic Preservation Restriction Act, N.J.S.A. 13:8B-1 et seq.

**XII. INTERPRETATION.** This Deed of Conservation Restriction shall be interpreted under the laws of the State of New Jersey, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

**XIII. PERPETUAL DURATION.** This Deed of Conservation Restriction shall be a servitude running with the land in perpetuity. Every provision of this Deed of Conservation Restriction that applies to the Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. The Grantor agrees that the terms, conditions, restrictions and purposes of this Deed of Conservation Restriction shall be inserted in any subsequent deed, lease, sub-lease or other legal instrument by which the Grantor divests itself of any interest in Settlement Area 1.

**XIV. NOTICES.** Any notices required by this Deed of Conservation Restriction shall be in writing and shall be personally delivered or sent by first class mail, to Grantor, Grantee and the Department at the following addresses, unless a party has been notified of a change of address:

To Grantor:

Laura McMahon  
BASF Corporation  
227 Oak Ridge Parkway  
Toms River, NJ 08755

To Grantee:

New Jersey Dept. of Environmental Protection  
C/O Chief, Office of Natural Resource Restoration  
501 East State Street  
Mail Code 501-03  
PO Box 420  
Trenton, NJ 08625-0420

**XV. MISCELLANEOUS.**

**A.** The laws of the State of New Jersey shall govern the interpretation and performance of this Deed of Conservation Restriction.

**B.** If any provision of this Deed of Conservation Restriction or the application thereof to



any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Restriction, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

**C.** This Deed of Conservation Restriction sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, understandings or agreements relating to the Deed of Conservation Restriction, all of which are merged herein. No alteration or variation of this Deed of Conservation Restriction shall be valid or binding unless contained in writing executed and recorded by the parties hereto.

**D.** Should there be more than one Grantor, the obligations imposed by this Deed of Conservation Restriction upon each Grantor shall be joint and several.

**E.** The captions in this Deed of Conservation Restriction have been inserted solely for convenience of reference and are not a part of this Deed of Conservation Restriction and shall have no effect upon construction or interpretation.

**F.** Execution of this Deed of Conservation Restriction does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property.

**G.** This Deed of Conservation Restriction shall be construed as if it were drafted by both parties. Both parties waive all statutory and common law presumptions which might otherwise serve to have the instrument construed in favor of, or against, either party as the drafter hereof.

**H.** Throughout this Deed, the singular shall include the plural, and the masculine shall include the feminine unless the text indicates otherwise.

**I.** This Deed of Conservation Restriction may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.

**J. Successors and Assigns.** Upon BASF's transfer of ownership of Settlement Area 1 consistent with this Deed of Conservation Easement, BASF's obligations shall terminate and shall be assumed by the new Grantor, provided however that BASF's obligations shall not terminate where such change is solely due to a change in ownership through corporate restructuring. Any contract, lease, deed or any other agreement that Grantor enters into to convey ownership or control of Settlement Area 1 shall include an express provision which states that if the successor, assignee, tenant, or purchaser fails to comply with any obligations imposed by this Deed of Conservation Easement, after being provided thirty (30) days to cure such failure, all rights, title, interests, possession, and ownership of the property shall be conveyed and assigned to the Department. Nothing in this provision shall affect any BASF obligations pursuant to the Settlement Agreement.



**IN WITNESS WHEREOF**, the Grantor has hereunder set his/her/their hand and seal on the day and year first written above.

BASF Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW JERSEY    )  
  ss.  
COUNTY OF                    )

On \_\_\_\_\_, \_\_\_\_\_ personally appeared before me who I am satisfied is the person named in and who executed this Instrument and they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for this Deed of Conservation Restriction as such consideration is defined in P.L. 1969, c49 is reflected in the Natural Resource Damages Settlement Agreement, dated \_\_\_\_\_, referenced above.

**Attachments:**

Schedule A – Natural Resource Damages Settlement Agreement I/M/O The Ciba Geigy Toms River Superfund Site dated \_\_\_\_\_ and all attachments thereto

Schedule B – Metes and Bounds Description and reduced survey

Schedule C – Present Condition Report

Schedule D – Uses for the Toms River NRD Site



**SCHEDULE A**

**NATURAL RESOURCE DAMAGES SETTLEMENT AGREEMENT I/M/O THE  
CIBA GEIGY TOMS RIVER SUPERFUND SITE DATED \_\_\_\_\_ AND ALL  
ATTACHMENTS THERETO**

DRAFT



## **SCHEDULE B**

### **METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

Metes and bounds description of the property based upon a survey prepared in accordance with “New Jersey Green Acres, Minimum Specifications for Land Surveys and Property Descriptions,” which is available at: <http://www.state.nj.us/dep/greenacres>;

DRAFT



**SCHEDULE C**  
**PRESENT CONDITIONS REPORT**

DRAFT



## **SCHEDULE D**

### **Uses for the Toms River NRD Site**

The following is a description of the uses and the relevant soil remediation standards for each of the three areas defined in the Settlement Agreement (SA) and the Deed of Conservation Restrictions (DCR). The site has been divided into three areas:

- DCR Settlement Area 1 (535 acres of Forested Land): This parcel shall be preserved in its natural state in perpetuity. Appropriate remediation standards will be protective of future use, including recreation.
  - Settlement Area 1 will be used for certain public outdoor passive recreation such as walking, hiking, snowshoeing, bird watching, and nature observing.
  - Settlement Area 1 will be used for conservation purposes. Farming, hunting, trapping, and foraging shall be prohibited; however, wildlife management activities including culling may be necessary to maintain the ecological health and diversity of the area.
  - No groundwater will be extracted from the site unless extracted for remediation purposes, or for ecologically beneficial purposes where applicable water quality standards are met.
  - Out of an abundance of caution, any new structures needed for remedial purposes, wildlife habitat or public access use and enjoyment will include appropriate soil vapor mitigation measures in this area.
  - BASF will continue to conduct remediation as required by its CERCLA obligations, including implementing and maintaining any necessary institutional and engineering controls.
  - BASF will implement additional remediation as required by NJDEP, including implementing and maintaining any necessary institutional and engineering controls.
  - While BASF is owner, BASF will continue to use the land to support educational programs. Access is managed and supervised by BASF while under their ownership. Educational programs may also continue after BASF's ownership with proper approvals.
  
- DCR Settlement Area 2 (255 acres of Projects). Appropriate remediation standards will be protective of future use, including recreation.
  - Settlement Area 2 will be used for certain public outdoor passive recreation such as walking, hiking, snowshoeing, bird watching, and nature observing.
  - Settlement Area 2 will be used for conservation purposes. Farming, hunting, trapping, and foraging shall be prohibited; however, wildlife management activities including culling may be necessary to maintain the ecological health and diversity of the area.



- Settlement Area 2 will be used for conservation purposes. Fishing shall be prohibited while BASF is the owner. A future owner may evaluate with NJDEP the appropriateness of fishing.
  - No groundwater will be extracted from the site unless extracted for remediation purposes, or for ecologically beneficial purposes where applicable water quality standards are met.
  - Out of an abundance of caution, any new structure that may be built in the area will include appropriate soil vapor mitigation measures. BASF will continue to conduct remediation as required by its CERCLA obligations, including implementing and maintaining any necessary institutional and engineering controls.
  - BASF will implement additional remediation as required by NJDEP, including implementing and maintaining any necessary institutional and engineering controls.
  - While BASF is owner, BASF will continue to use the land to support educational programs. Access is managed and supervised by BASF while under their ownership. Educational programs may also continue after BASF's ownership with proper approvals.
- DCR Settlement Area 3 (210 acres of Forested Land and Projects). The future uses of this parcel will be consistent with its current use as a solar electric generation array and grassland pollinator habitat. In the event that solar electric generation ceases permanently, this parcel shall be restored to a natural meadow pollinator condition in perpetuity.
    - With the exception of groundwater extracted for remediation purposes, no groundwater will be extracted from the site.
    - Out of an abundance of caution, any new structures needed for remedial purposes and or wildlife habitat will include appropriate soil vapor mitigation measures in this area.
    - BASF will continue to conduct remediation as required by its CERCLA obligations, including implementing and maintaining any necessary institutional and engineering controls.
    - BASF will implement additional remediation as required by NJDEP, including implementing and maintaining any necessary institutional and engineering controls.
    - BASF may use the land to support educational programs. Access is managed and supervised by BASF.



**APPENDIX E**

**MODEL DEED OF CONSERVATION RESTRICTION**

**PROJECT PARCEL/SETTLEMENT AREA 2**

**BASF CORPORATION**

Grantor

TO

**THE STATE OF NEW JERSEY,  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Grantee

Dated: \_\_\_\_\_

*Record and return to:*

Department of Environmental Protection  
Office of Natural Resource Restoration  
501 East State Street  
Mail Code 501-03  
P.O. Box 420  
Trenton, NJ 08625-0420



**DEED OF CONSERVATION RESTRICTION  
(FOR CERTAIN ECOLOGICAL UPLIFT PROJECTS ON SETTLEMENT AREA 2)**

This Deed of Conservation Restriction, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, is between BASF Corporation, as successor to the specialty chemicals business of the former Ciba-Geigy Corporation (“Grantor”), having a principal place of business at 100 Park Avenue Florham Park, New Jersey 07932 and the New Jersey Department of Environmental Protection, its successors and assigns, having its principal place of business at 401 East State Street, Trenton, New Jersey 08625 (“Grantee”).

**Witnesseth:**

**Whereas**, BASF Corporation, as successor to the specialty chemicals business of the former Ciba-Geigy Corporation (hereinafter, “BASF”) has executed a Natural Resource Damages Settlement Agreement, dated \_\_\_\_\_, (“Settlement Agreement”) with the New Jersey Department of Environmental Protection, the Commissioner of the New Jersey Department of Environmental Protection, and the Administrator of the New Jersey Spill Compensation Fund (jointly, the “Department”) to address injuries to groundwater arising from the discharge of hazardous substances at the Ciba-Geigy Superfund Site (Site), encompassing approximately 1,255 acres, located in Toms River Township, Ocean County; and

**Whereas**, as a condition of the Settlement Agreement, BASF agreed to grant a conservation restriction on, certain real property referred to in the Settlement Agreement and herein as Settlement Area 2, with a collective groundwater recharge value that will, upon their preservation, offset and compensate for the injuries to natural resources addressed in the Settlement Agreement. A copy of the Settlement Agreement and the SOW are attached hereto and made a part hereof as Schedule A; and

**Whereas**, Grantor is the sole owner in fee simple of the Site, which is designated as Block 411 Lots 6.01, 6.02 and 6.03 and Block 409 Lot 62 on the tax map of the Township of Toms River, County of Ocean, State of New Jersey; the Site includes approximately 255 acres more particularly described in the metes and bounds description attached to and made a part here of as Schedule B (the “Settlement Area 2”) upon which certain ecological restoration projects have been constructed in accordance with the Scope of Work (“Scope of Work” or “SOW”), attached as Appendix B to the Settlement Agreement (“Restoration Projects”); and

**Whereas**, the natural resource values and existing condition of Settlement Area 2 are further documented in an inventory of the property identified on Present Condition Report which consists of reports, maps, photographs, and/or other documentation that the parties agree provide an accurate representation of the property at the time of this grant and which is intended to serve as information baseline for monitoring compliance with the terms of this grant. The summary and signature pages of the Present Condition Report are attached hereto and made a part hereof as Schedule C; and



**Whereas**, Settlement Area 2 provides natural resources to the benefit of the general public in the form of open space, wildlife habitat, groundwater protection, forest and aquifer recharge (“Conservation Values”). These Conservation Values are more particularly described and depicted in the Present Condition Report; and

**Whereas**, this Deed of Conservation Restriction is entered into in accordance with the New Jersey Conservation and Historic Preservation Restriction Act, N.J.A.C. 13:8B-1 et seq., and shall be binding upon the Grantor, its successors and assigns and upon the Grantee, its successors and assigns.

**NOW THEREFORE**, and in consideration for execution of the Settlement Agreement, the Grantor does hereby convey to the Grantee, a Deed of Conservation Restriction in perpetuity, pursuant to the laws of New Jersey, for the exclusive purpose of assuring that the Conservation Values will be conserved and maintained forever and that uses of the Restoration Parcel that are inconsistent with the Conservation Values are prohibited and will be prevented or corrected by Grantor.

**I. PURPOSE.** The purpose of this Deed of Conservation Restriction is to protect and maintain the Conservation Values of Settlement Area 2 forever, prevent any use of Settlement Area 2 that will impair or interfere with the Conservation Values, and, subject to the limitations set forth herein, allow only stewardship that is consistent with the terms of this Deed of Conservation Restriction and the purposes established in the Settlement Agreement and Scope of Work.

**II. PROMISES BY GRANTOR.** Grantor, for itself, its successors, and its assigns, agrees to:

- A. Maintain, protect and use Settlement Area 2 for the purposes set forth herein;
- B. Not sell, lease, exchange or donate Settlement Area 2 except to the federal government, the State, a local government unit or a qualifying tax exempt, nonprofit organization, or an entity otherwise approved by the Grantee. Settlement Area 2 shall remain subject to this Deed of Conservation Restriction after any approved conveyance;
- C. Obtain the approval of the Grantee prior to imposing any additional perpetual restrictions on Settlement Area 2;
- D. Provide reasonable public access to Settlement Area 2 in accordance with the purposes set out in Schedule D to this Deed of Conservation Restriction;
- E. Use Settlement Area 2 for the purposes described in Schedule D to this Deed of Conservation Restriction.

**III. PROHIBITED ACTS.** Any activity on or use of Settlement Area 2 inconsistent with



the purpose of this Deed of Conservation Restriction is prohibited. Without limiting the generality of the foregoing, and except as permitted in Paragraph IV below, the following activities and uses are expressly prohibited:

**A. Subdivision.** Any subdivision of Settlement Area 2 is expressly prohibited, except as necessary to transfer ownership of Settlement Area 2 to the grantee, or a third-party or, subject to the restrictions set forth in Paragraph III.D. below, as necessary to provide vehicle and/or utility access to public roads for the owners of land remaining after any transfer.

**B. Structures.** Construction on Settlement Area 2 of any new or expanded structures, temporary or permanent, including, but not limited to, buildings, billboards, cellular phone or other communications towers, golf courses, airstrips, solar fields and helicopter pads is expressly prohibited, except for any wildlife viewing facility and any related passive recreation facility, including outdoor vehicular parking areas, that may be constructed with the prior written approval of both the Grantee and Grantor.

**C. Grading and Resource Extraction.** No topsoil, sand, gravel, loam, rock, or other minerals shall be deposited on, excavated, dredged, or removed from, Settlement Area 2. No subsurface mining, drilling, directional drilling, or fracking for petroleum, natural gas or any other material extraction may occur on Settlement Area 2.

**D. Roads, Driveways and Impervious Cover.** No portion of Settlement Area 2 shall be covered with concrete, asphalt, oiled stone, or any other impervious material except (i) those existing and shown on Schedule B or (ii) if impervious has been removed per Section IV.K and there will be no net increase in impervious in Settlement Area 2. Notwithstanding the foregoing, with Grantee's prior written consent, which consent shall be in Grantee's sole discretion, a parking area(s), road(s) and temporary infrastructure necessary for forestry management conducted under a Department-approved Forest Stewardship Plan or Woodland Management Plan may be constructed to facilitate access to Settlement Area 2 with a preference for pervious material.

**E. Trash.** No trash, hazardous or solid waste or fill material shall be dumped, stored or placed on Settlement Area 2.

**F. Natural resource protection.** No activity shall be permitted on Settlement Area 2 that would be detrimental to or otherwise impair the Conservation Values which include, but are not limited to, groundwater recharge, forest, wildlife habitat, drainage, water conservation, erosion control, or soil conservation. Further, the destruction of plant life which would alter the existing pattern of vegetation, the use of fertilizers, herbicides or pesticides and/or the removal or clearing of live vegetation or trees, other than routine maintenance and mowing, shall be prohibited on Settlement Area 2 unless approved by the Grantee, in writing, for maintenance and protection of the Conservation Values, habitat enhancement, invasive species removal or to prevent a



safety hazard.

**G. Residential.** Settlement Area 2 shall not be used for Residential Use, in whole or in part. “**Residential Use**” as used herein shall mean and include any improvement, structure or dwelling used for living and/or sleeping accommodations (single or multi-family occupancy, including, without limitation, detached housing, condominiums, apartment buildings, dormitories, mixed residential use facility, and senior citizen housing); any day care facility (whether for infants, children, the infirmed, or the elderly); any hospital, hospice, and/or nursing home facility; any school; and any prison.

**H. Use of Groundwater.** No groundwater wells shall be drilled, constructed, installed, or used on the Property except relating to BASF Corporation’s Remedial Measures and restoration obligations, as defined in Section IV.F and the Settlement Agreement.

**I. Commercial Use.** Settlement Area 2 shall not be used for Commercial Use, in whole or in part. “**Commercial Use**” Commercial use describes any activity in which you use a product or service for financial gain.

**J. Industrial Use.** Settlement Area 2 shall not be used for Industrial Use, in whole or in part. “**Industrial Use**” Industrial use means use for or in a manufacturing, mining, or chemical process or use in the operation of factories, processing plants, and similar sites.

**IV. RIGHTS OF GRANTOR.** The ownership rights of the Grantor extend to Grantor’s personal representatives, heirs, successors, and assigns, and include, but are not limited to, the right to sell or otherwise transfer Settlement Area 2 and the right to use the property as expressly set forth below.

**A. Trail Improvements.** To support public access to and use of Settlement Area 2, Grantor may: (1) maintain existing trails and install and maintain additional trails, provided that no new trail shall be improved with macadam, gravel, paving stones or other impervious or semi-pervious material without the prior written approval of Grantee, which shall be in Grantee’s sole discretion; (2) construct and maintain minor rustic boundary markers, trail markers, and other trail-related improvements reasonably necessary to their safe enjoyment or the control of runoff and trail-related damage, such as steps, bog bridges, erosion bars and railings, small unlighted information and interpretive signs, provided that they shall be constructed of rustic natural colored materials that blend in with the natural surroundings and complement the natural and scenic features of the landscape; and (3) install barriers and low fences where necessary to prevent use or access by motor vehicles or to protect fragile natural resources. Grantor shall ensure that all permits, licenses or other authorizations required under all applicable laws, regulations or ordinances are obtained prior to any trail maintenance,



improvement or construction activities.

**B. Maintenance of Forest.** Grantor shall have the right to expand or keep existing forest cover on Settlement Area 2 consistent with a Department-approved Forest Stewardship Plan or Woodland Management Plan.

**C. Maintenance of Open Fields.** Grantor shall have the right to keep the existing field and meadow areas on Settlement Area 2 as open meadows and fields rather than allowing them to revert to successional woodland.

**D. Control of Pest and Invasive Species.** Grantor may control non-native invasive species or vegetation and vegetation commonly considered to be pest species in accordance with an Invasive Species Control Plan approved by the Department.

**E. Removal of Hazardous Vegetation.** Grantor may, without prior consent of Grantee, trim or remove dead, fallen, diseased or infected trees, tree limbs or plant material if they: (1) obstruct passage on paths, trails, roads or drives; (2) pose an imminent hazard to the safety of persons using Settlement Area 2, or (3) present a risk of infection to healthy non-invasive trees or plants.

**F. Maintenance or Modification of Remedial Measures.** Grantor is currently conducting work on Settlement Area 2, under oversight of the Environmental Protection Agency (EPA) (OU1 Consent Decree entered December 1, 1993 (as corrected on June 13, 1994) in Civil Action No. 93-4675, which governs the implementation of the April 1989 ROD, and the OU2 Consent Decree entered March 21, 2002 in Civil Action No. 01-4223, which governs the implementation of the September 2000 ROD (“OU1/OU2 Work”) and under oversight of the Department (NJDEP Permitted Industrial Waste Landfill (“Landfill”) (collectively “Remedial Measures”). Grantor shall have the right to maintain, optimize, modify and/or operate Remedial Measures as required by EPA for OU1/OU2 Work or the Department for the Landfill. Grantor shall obtain Grantee’s consent, which shall not be unreasonably withheld, prior to taking any action that would result in expansion of the Remedial Measures footprint into other areas of Settlement Area 2. BASF will work to minimize any such impacts to Settlement Area 2. Grantor shall provide notice to the Grantee and obtain Grantee’s consent, which shall not be unreasonably withheld, prior to any removal of a Remedial Measure in any part or in its entirety. If the Grantor removes the Remedial Measure in part or in whole, Grantor shall restore the disturbed area (as approved by EPA for OU1/OU2 Work or the Department for the Landfill) and plant vegetation approved by Grantee. Grantor and Grantee acknowledge that future engineering and/or institutional controls may be necessary in Settlement Area 2 to address the Remedial Measures.

**G. Environmental Education Center.** Grantor shall have the right to design, permit, construct, operate and maintain an environmental education center and parking and access road on Settlement Area 2 as set forth in the SOW. Except as provided for in



the SOW, Grantor shall obtain Grantee's consent to any and all additional construction plans, including, but not limited to, the exact location of the construction on Settlement Area 2, prior to the commencement of construction. Grantor shall ensure that all permits, licenses or other authorizations required under all applicable laws, regulations or ordinances are obtained prior to any construction or maintenance activities.

**H. Operation and Maintenance of Restoration Projects.** Grantor shall operate and maintain the Restoration Projects identified in the Settlement Agreement and SOW, and any alternative Restoration Projects allowed in accordance with the Settlement Agreement, in accordance with Operation and Maintenance Plan(s) approved by the Department for a period of ten years. Grantor shall notify Grantee and obtain Grantee's consent prior to modifying the Operation and Maintenance Plan(s).

**I. Trash.** Trash may be managed on Settlement Area 2 in appropriate trash receptacles to support the Restoration Projects, as provided in the SOW.

**J. Additional uplift.** Grantor may design, permit, perform projects that provide additional ecological uplift not specifically defined herein with the prior written approval of the Department.

**K. Removal of Impervious.** Grantor shall have the right to remove or otherwise reduce the amount of impervious material present within Settlement Area 2. Where any such impervious removal is replaced with soil, Grantor will plant with the appropriate regionally native plants approved by the Department.

**V. RIGHT OF FIRST REFUSAL.** Grantor and its successors and assigns agree to give Grantee or a Grantee-approved third-party designee Right of First Refusal to acquire Settlement Area 2, which right shall be of perpetual duration. The conditions of this Right shall be such that whenever Grantor receives a written offer from a person or persons to purchase all or any part of Settlement Area 2, or to receive as a donation or for nominal consideration all or any part of Settlement Area 2, and Grantor accepts the offer subject to this Right of First Refusal, the Grantor shall notify Grantee via certified mail of the offer. Grantee may elect to acquire Settlement Area 2 on the same terms and conditions as those contained in the conditionally accepted offer. Grantee shall have 90 calendar days to elect to acquire Settlement Area 2 and will notify the Grantor by certified mail of such an election. If Grantee shall fail to notify Grantor within such 90-day period of its exercise of the Right of First Refusal, Grantor will be free to transfer the Property to a third party on the terms set forth in the offer. The Right of First Refusal shall apply to all offers for interests in Settlement Area 2. The Right of First Refusal shall not apply to any proposed sale of Settlement Area 2 to any federal, state or local government entity.

**VI. RIGHTS OF GRANTEE.** To accomplish the conservation purposes of this Deed of Conservation Restriction, the following rights are conveyed to the Grantee:

**A. Enforcement.** Grantee has the right to preserve and protect the Conservation Values



of Settlement Area 2 and enforce the terms, conditions of this Deed of Conservation Restriction.

**B. Inspection.** Grantee and its agents shall be permitted access to, and have the right to enter upon with advance written notice, Settlement Area 2 for the purposes of inspection in order to enforce and assure compliance with the terms and conditions of this Deed of Conservation Restriction.

**VII. RESPONSIBILITIES OF GRANTOR AND GRANTEE NOT AFFECTED.**

Other than as specified herein, this Deed of Conservation Restriction is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligations of the Grantor as owner of Settlement Area 2. This shall apply to:

**A. Taxes.** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against Settlement Area 2.

**B. Upkeep and Maintenance.** The Grantor shall continue to be solely responsible for the upkeep and maintenance of Settlement Area 2 per Paragraph IV.H or to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of Settlement Area 2. Nothing in this Deed of Conservation Restriction shall require the Grantor to take any action to restore the condition of Settlement Area 2 after any Act of God or other event over which it had no control.

**C. Liability and Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee, its employees, agents, and contractors, and their successors and assigns from and against all liabilities, penalties, costs, losses, damages, expenses, or claims, including, without limitation, attorneys fees, arising from, or on account of negligent or other wrongful acts or omissions of Grantor, and its respective officers, directors, employees, agents, contractors, subcontractors, and any persons acting on Grantor's behalf or under their control with respect to the Property that is the subject of the Deed of Conservation Restriction. Grantor's agreement to hold harmless and indemnify shall not affect any statutory protections available to the Grantor under the Landowner's Liability Act, N.J.S.A. 2A:42A-2, et seq.

**D. No Waiver of Immunities.** Nothing in this conservation restriction waives the protections and immunities afforded to the State under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 through -12.3.

**VIII. REMEDIES.** Grantee shall have the right to prevent and correct violations of the terms of this Deed of Conservation Restriction. Enforcement of the terms of this Deed of Conservation Restriction shall be at the discretion of the Grantee and any failure on behalf by Grantee to exercise its rights hereunder shall not be deemed or construed to be a waiver of Grantee of those rights. This shall be true regardless of the number of violations of the terms of this Deed of Conservation Restriction by Grantor that occur or the length of time it remains unenforced. If



Grantee finds what it believes is a violation of the terms of this Deed of Conservation Restriction, it may without limitation as to other available legal recourse, at its discretion take any of the following action:

**A. Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Deed of Conservation Restriction has occurred or is threatened, Grantee may give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation in accordance with a plan approved by the Grantee.

**B. Injunctive Relief.** If Grantor fails to cure the violation within 45 days after receipt of notice from the Grantee, or under circumstances where the violation cannot reasonably be cured with a 45-day period, fails to begin curing such violation, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed of Conservation Restriction, to enjoin ex parte the violation by temporary or permanent injunction, and to require the restoration of Settlement Area 2 to the condition that existed prior to such injury. Grantor acknowledges that any actual or threatened failure to comply or cure will cause irreparable harm to the Grantee and that money damages will not provide an adequate remedy.

**C. Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Deed of Conservation Restriction or injury to any Conservation Values protected by this Deed of Conservation Restriction, including, without limitation, damages for the loss of Conservation Values. Without limiting Grantors' liability, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on Settlement Area 2.

**D. Costs of Enforcement.** In any case where a court finds that a violation has occurred, costs incurred by Grantee in enforcing the terms of this Deed of Conservation Restriction against Grantor, including, without limitation, costs and expenses of suit, and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the Deed of Conservation Restriction shall be borne by the Grantor.

**IX. DEVELOPMENT RIGHTS.** Grantor hereby grants to Grantee all development rights or credits that are now or hereafter allocated to, implied, reserved or inherent in Settlement Area 2 , and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of Settlement Area 2 as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield on Settlement Area 2 or any other property.

**X. GRANTOR'S WARRANTIES.**

**A. Covenant as to Grantor's Acts.** Grantor promises that, except for existing encumbrances confirmed in the title search report and survey package, and this this Deed



of Conservation Restriction and any conservation restriction required by EPA related to the Remedial Measures, Grantor has done no act to encumber Settlement Area 2. This promise is called a “covenant as to grantor’s acts” (N.J.S.A. 46:4-6). This promise means that Grantor has not allowed anyone else to obtain any legal rights that affect Settlement Area 2 (such as by making a mortgage or allowing a judgment to be entered against Grantor).

**B. Hazardous Substances.** Grantor hereby promises to defend and indemnify Grantee and the Department against all litigation, claims, demands, penalties, and damages, arising from or connected with any release or discharge of hazardous substances or violation of federal, state, or local environmental laws.

**XI. AMENDMENT OF DEED OF CONSERVATION RESTRICTION.** This Deed of Conservation Restriction may be amended only with the written consent of Grantee. Any such amendment shall be consistent with the purposes of this Deed of Conservation Restriction and with the laws of the State of New Jersey and any regulations promulgated pursuant to those laws. Amendments may require, where applicable, approval by the NJDEP Commissioner under the New Jersey Conservation and Historic Preservation Restriction Act, N.J.S.A. 13:8B-1 et seq.

**XII. INTERPRETATION.** This Deed of Conservation Restriction shall be interpreted under the laws of the State of New Jersey, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

**XIII. PERPETUAL DURATION.** This Deed of Conservation Restriction shall be a servitude running with the land in perpetuity. Every provision of this Deed of Conservation Restriction that applies to the Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. The Grantor agrees that the terms, conditions, restrictions and purposes of this Deed of Conservation Restriction shall be inserted in any subsequent deed, lease, sub-lease or other legal instrument by which the Grantor divests itself of any interest in Settlement Area 2.

**XIV. NOTICES.** Any notices required by this Deed of Conservation Restriction shall be in writing and shall be personally delivered or sent by first class mail, to Grantor, Grantee and the Department at the following addresses, unless a party has been notified of a change of address:

To Grantor:

Laura McMahon  
BASF Corporation  
227 Oak Ridge Parkway  
Toms River, NJ 08755

To Grantee:



New Jersey Dept. of Environmental Protection  
C/O Chief, Office of Natural Resource Restoration  
501 East State Street  
Mail Code 501-03  
PO Box 420  
Trenton, NJ 08625-0420

## **XV. MISCELLANEOUS.**

- A.** The laws of the State of New Jersey shall govern the interpretation and performance of this Deed of Conservation Restriction.
- B.** If any provision of this Deed of Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Restriction, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- C.** This Deed of Conservation Restriction sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Deed of Conservation Restriction, all of which are merged herein. No alteration or variation of this Deed of Conservation Restriction shall be valid or binding unless contained in writing executed and recorded by the parties hereto.
- D.** Should there be more than one Grantor, the obligations imposed by this Deed of Conservation Restriction upon each Grantor shall be joint and several.
- E.** The captions in this Deed of Conservation Restriction have been inserted solely for convenience of reference and are not a part of this Deed of Conservation Restriction and shall have no effect upon construction or interpretation.
- F.** Execution of this Deed of Conservation Restriction does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property.
- G.** This Deed of Conservation Restriction shall be construed as if it were drafted by both parties. Both parties waive all statutory and common law presumptions which might otherwise serve to have the instrument construed in favor of, or against, either party as the drafter hereof.
- H.** Throughout this Deed, the singular shall include the plural, and the masculine shall include the feminine unless the text indicates otherwise.
- I.** This Deed of Conservation Restriction may be executed in any number of counterparts,



all of which, taken together, shall constitute one and the same instrument.

**J. Successors and Assigns.** Upon BASF's transfer of ownership of Settlement Area 2 consistent with this Deed of Conservation Easement, BASF's obligations shall terminate and shall be assumed by the new Grantor, provided however that BASF's obligations shall not terminate where such change is solely due to a change in ownership through corporate restructuring. Any contract, lease, deed or any other agreement that Grantor enters into to convey ownership or control of Settlement Area 2 shall include an express provision which states that if the successor, assignee, tenant, or purchaser fails to comply with any obligations imposed by this Deed of Conservation Easement, after being provided thirty (30) days to cure such failure, all rights, title, interests, possession, and ownership of the property shall be conveyed and assigned to the Department. Nothing in this provision shall affect any BASF obligations pursuant to the Settlement Agreement.

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**IN WITNESS WHEREOF**, the Grantor has hereunder set his/her/their hand and seal on the day and year first written above.

BASF Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW JERSEY    )  
  ss.  
COUNTY OF                    )

On \_\_\_\_\_, \_\_\_\_\_ personally appeared before me who I am satisfied is the person named in and who executed this Instrument and they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for this Deed of Conservation Restriction as such consideration is defined in P.L. 1969, c49 is reflected in the Natural Resource Damages Settlement Agreement, dated \_\_\_\_\_, referenced above.

Attachments:

- Schedule A – Natural Resource Damages Settlement Agreement I/M/O The Ciba Geigy Toms River Superfund Site dated \_\_\_\_\_ and all attachments thereto
- Schedule B – Metes and Bounds Description and reduced survey
- Schedule C – Present Condition Report
- Schedule D – Uses for the Toms River NRD Site



**SCHEDULE A**

**NATURAL RESOURCE DAMAGES SETTLEMENT AGREEMENT I/M/O THE  
CIBA GEIGY TOMS RIVER SUPERFUND SITE DATED \_\_\_\_\_ AND ALL  
ATTACHMENTS THERETO**

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**SCHEDULE B**

**METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

Metes and bounds description of the property based upon a survey prepared in accordance with “New Jersey Green Acres, Minimum Specifications for Land Surveys and Property Descriptions,” which is available at: <http://www.state.nj.us/dep/greenacres>;

DRAFT



**SCHEDULE C**

**PRESENT CONDITIONS REPORT**

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## **SCHEDULE D**

### **Uses for the Toms River NRD Site**

The following is a description of the uses and the relevant soil remediation standards for each of the three areas defined in the Settlement Agreement (SA) and the Deed of Conservation Restrictions (DCR). The site has been divided into three areas:

- DCR Settlement Area 1 (535 acres of Forested Land): This parcel shall be preserved in its natural state in perpetuity. Appropriate remediation standards will be protective of future use, including recreation.
  - Settlement Area 1 will be used for certain public outdoor passive recreation such as walking, hiking, snowshoeing, bird watching, and nature observing.
  - Settlement Area 1 will be used for conservation purposes. Farming, hunting, trapping, and foraging shall be prohibited; however, wildlife management activities including culling may be necessary to maintain the ecological health and diversity of the area.
  - No groundwater will be extracted from the site unless extracted for remediation purposes, or for ecologically beneficial purposes where applicable water quality standards are met.
  - Out of an abundance of caution, any new structures needed for remedial purposes, wildlife habitat or public access use and enjoyment will include appropriate soil vapor mitigation measures in this area.
  - BASF will continue to conduct remediation as required by its CERCLA obligations, including implementing and maintaining any necessary institutional and engineering controls.
  - BASF will implement additional remediation as required by NJDEP, including implementing and maintaining any necessary institutional and engineering controls.
  - While BASF is owner, BASF will continue to use the land to support educational programs. Access is managed and supervised by BASF while under their ownership. Educational programs may also continue after BASF's ownership with proper approvals.
- DCR Settlement Area 2 (255 acres of Projects). Appropriate remediation standards will be protective of future use, including recreation.
  - Settlement Area 2 will be used for certain public outdoor passive recreation such as walking, hiking, snowshoeing, bird watching, and nature observing.
  - Settlement Area 2 will be used for conservation purposes. Farming, hunting, trapping and foraging shall be prohibited; however, wildlife management activities including culling may be necessary to maintain the ecological health and diversity of the area.



- Settlement Area 2 will be used for conservation purposes. Fishing shall be prohibited while BASF is the owner. A future owner may evaluate with NJDEP the appropriateness of fishing.
  - No groundwater will be extracted from the site unless extracted for remediation purposes, or for ecologically beneficial purposes where applicable water quality standards are met.
  - Out of an abundance of caution, any new structure that may be built in the area will include appropriate soil vapor mitigation measures. BASF will continue to conduct remediation as required by its CERCLA obligations, including implementing and maintaining any necessary institutional and engineering controls.
  - BASF will implement additional remediation as required by NJDEP, including implementing and maintaining any necessary institutional and engineering controls.
  - While BASF is owner, BASF will continue to use the land to support educational programs. Access is managed and supervised by BASF while under their ownership. Educational programs may also continue after BASF's ownership with proper approvals.
- DCR Settlement Area 3 (210 acres of Forested Land and Projects). The future uses of this parcel will be consistent with its current use as a solar electric generation array and grassland pollinator habitat. In the event that solar electric generation ceases permanently, this parcel shall be restored to a natural meadow pollinator condition in perpetuity.
    - With the exception of groundwater extracted for remediation purposes, no groundwater will be extracted from the site.
    - Out of an abundance of caution, any new structures needed for remedial purposes and or wildlife habitat will include appropriate soil vapor mitigation measures in this area.
    - BASF will continue to conduct remediation as required by its CERCLA obligations, including implementing and maintaining any necessary institutional and engineering controls.
    - BASF will implement additional remediation as required by NJDEP, including implementing and maintaining any necessary institutional and engineering controls. BASF may use the land to support educational programs. Access is managed and supervised by BASF.

**APPENDIX F**

**MODEL DEED OF CONSERVATION RESTRICTION**

**RETAINED PARCEL/SETTLEMENT AREA 3**

**BASF CORPORATION**

Grantor

TO

**THE STATE OF NEW JERSEY,  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Grantee

Dated: \_\_\_\_\_

*Record and return to:*

Department of Environmental Protection  
Office of Natural Resource Restoration  
501 East State Street  
Mail Code 501-03  
P.O. Box 420  
Trenton, NJ 08625-0420



**DEED OF CONSERVATION RESTRICTION  
(FOR CERTAIN ECOLOGICAL UPLIFT PROJECTS ON SETTLEMENT AREA 3)**

This Deed of Conservation Restriction, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, is between BASF Corporation, as successor to the specialty chemicals business of the former Ciba-Geigy Corporation (“Grantor”), having a principal place of business at 100 Park Avenue Florham Park, New Jersey 07932 and the New Jersey Department of Environmental Protection, its successors and assigns, having its principal place of business at 401 East State Street, Trenton, New Jersey 08625 (“Grantee”).

**Witnesseth:**

**Whereas**, BASF Corporation, as successor to the specialty chemicals business of the former Ciba-Geigy Corporation (hereinafter, “BASF”) has executed a Natural Resource Damages Settlement Agreement, dated \_\_\_\_\_, (“Settlement Agreement”) with the New Jersey Department of Environmental Protection, the Commissioner of the New Jersey Department of Environmental Protection, and the Administrator of the New Jersey Spill Compensation Fund (jointly, the “Department”) to address injuries to groundwater arising from the discharge of hazardous substances at the Ciba-Geigy Superfund Site (Site), encompassing approximately 1,255 acres, located in Toms River Township, Ocean County; and

**Whereas**, as a condition of the Settlement Agreement, BASF agreed to grant a conservation restriction on, certain real property referred to in the Settlement Agreement and herein as Settlement Area 3, with a collective groundwater recharge value that will, upon their preservation, offset and compensate for the injuries to natural resources addressed in the Settlement Agreement. A copy of the Settlement Agreement and the SOW are attached hereto and made a part hereof as Schedule A; and

**Whereas**, Grantor is the sole owner in fee simple of the Site, which is designated as Block 411 Lots 6.01, 6.02 and 6.03 and Block 409 Lot 62 on the tax map of the Township of Toms River, County of Ocean, State of New Jersey; the Site includes approximately 210 acres more particularly described in the metes and bounds description attached to and made a part here of as Schedule B (the “Settlement Area 3”) upon which certain ecological restoration projects have been constructed in accordance with the Scope of Work (“Scope of Work” or “SOW”), attached as Appendix B to the Settlement Agreement (“Restoration Projects”); and

**Whereas**, the natural resource values and existing condition of Settlement Area 3 are further documented in an inventory of the property identified on Present Condition Report which consists of reports, maps, photographs, and/or other documentation that the parties agree provide an accurate representation of the property at the time of this grant and which is intended to serve as information baseline for monitoring compliance with the terms of this grant. The summary and signature pages of the Present Condition Report are attached hereto and made a part hereof as Schedule C; and

**Whereas**, Settlement Area 3 provides natural resources to the benefit of the general public in the form of open space, wildlife habitat, groundwater protection, forest and aquifer recharge (“Conservation Values”). These Conservation Values are more particularly described and depicted in the Present Condition Report; and

**Whereas**, this Deed of Conservation Restriction is entered into in accordance with the New Jersey Conservation and Historic Preservation Restriction Act, N.J.A.C. 13:8B-1 et seq., and shall be binding upon the Grantor, its successors and assigns and upon the Grantee, its successors and assigns.

**NOW THEREFORE**, and in consideration for execution of the Settlement Agreement, the Grantor does hereby convey to the Grantee, a Deed of Conservation Restriction in perpetuity, pursuant to the laws of New Jersey, for the exclusive purpose of assuring that the Conservation Values will be conserved and maintained forever and that uses of the Restoration Parcel that are inconsistent with the Conservation Values are prohibited and will be prevented or corrected by Grantor.

**I. PURPOSE.** The purpose of this Deed of Conservation Restriction is to protect and maintain the Conservation Values of Settlement Area 3 forever, prevent any use of Settlement Area 3 that will impair or interfere with the Conservation Values, and, subject to the limitations set forth herein, allow only stewardship that is consistent with the terms of this Deed of Conservation Restriction and the purposes established in the Settlement Agreement and Scope of Work.

**II. PROMISES BY GRANTOR.** Grantor, for itself, its successors, and its assigns, agrees to:

- A. Maintain, protect, and use Settlement Area 3 for the purposes set forth herein;
- B. Not sell, lease, exchange or donate Settlement Area 3 except to the federal government, the State, a local government unit or a qualifying tax exempt, nonprofit organization, or an entity otherwise approved by the Grantee. Settlement Area 3 shall remain subject to this Deed of Conservation Restriction after any approved conveyance;
- C. Obtain the approval of the Grantee prior to imposing any additional perpetual restrictions on Settlement Area 3;
- D. Use Settlement Area 3 for the purposes described in Schedule D to this Deed of Conservation Restriction.

**III. PROHIBITED ACTS.** Any activity on or use of Settlement Area 3 inconsistent with the purpose of this Deed of Conservation Restriction is prohibited. Without limiting the generality of the foregoing, and except as permitted in Paragraph IV below, the following activities and uses



are expressly prohibited:

- A. Subdivision.** Any subdivision of Settlement Area 3 is expressly prohibited, except as necessary to transfer ownership of Settlement Area 3 to the grantee, or a third-party or, subject to the restrictions set forth in Paragraph III.D. below, as necessary to provide vehicle and/or utility access to public roads for the owners of land remaining after any transfer.
- B. Structures.** Construction on Settlement Area 3 of any new or expanded structures, temporary or permanent, including, but not limited to, buildings, billboards, cellular phone or other communications towers, golf courses, airstrips, solar fields and helicopter pads is expressly prohibited, except for any wildlife viewing facility and any related passive recreation facility, including outdoor vehicular parking areas, that may be constructed with the prior written approval of both the Grantee and Grantor.
- C. Grading and Resource Extraction.** No topsoil, sand, gravel, loam, rock, or other minerals shall be deposited on, excavated, dredged, or removed from, Settlement Area 3. No subsurface mining, drilling, directional drilling, or fracking for petroleum, natural gas or any other material extraction may occur on Settlement Area 3.
- D. Roads, Driveways and Impervious Cover.** No portion of Settlement Area 3 shall be covered with concrete, asphalt, oiled stone, or any other impervious material except (i) those existing and shown on Schedule B or (ii) as required to construct, operate and maintain a solar generating facility and its associated infrastructure under Paragraph IV.E. below, or (iii) if impervious has been removed per Paragraph IV.J and there will be no net increase in impervious in Settlement Area 3. Notwithstanding the foregoing, with Grantee's prior written consent, which consent shall be in Grantee's sole discretion, a parking area(s), road(s) and temporary infrastructure necessary for forestry management conducted under a Department-approved Forest Stewardship Plan or Woodland Management Plan may be constructed to facilitate access to Settlement Area 3 with a preference for pervious material.
- E. Trash.** No trash, hazardous or solid waste or fill material shall be dumped, stored or placed on Settlement Area 3.
- F. Natural resource protection.** No activity shall be permitted on Settlement Area 3 that would be detrimental to or otherwise impair the Conservation Values which include, but are not limited to, groundwater recharge, forest, wildlife habitat, drainage, water conservation, erosion control, or soil conservation. Further, the destruction of plant life which would alter the existing pattern of vegetation, the use of fertilizers, herbicides or pesticides and/or the removal or clearing of live vegetation or trees, other than routine maintenance and mowing, shall be prohibited on Settlement Area 3 unless approved by the Grantee, in writing, for maintenance and protection of the Conservation Values, habitat enhancement, invasive species removal or to prevent a

safety hazard.

**G. Residential.** Settlement Area 3 shall not be used for Residential Use, in whole or in part. “**Residential Use**” as used herein shall mean and include any improvement, structure or dwelling used for living and/or sleeping accommodations (single or multi-family occupancy, including, without limitation, detached housing, condominiums, apartment buildings, dormitories, mixed residential use facility, and senior citizen housing); any day care facility (whether for infants, children, the infirmed, or the elderly); any hospital, hospice, and/or nursing home facility; any school; and any prison.

**H. Use of Groundwater.** No groundwater wells shall be drilled, constructed, installed, or used on the Property except relating to BASF Corporation’s Remedial Measures and restoration obligations, as defined in Paragraph IV.F and the Settlement Agreement.

**I. Commercial Use.** Settlement Area 3 shall not be used for Commercial Use, in whole or in part. “**Commercial Use**” Commercial use describes any activity in which you use a product or service for financial gain.

**J. Industrial Use.** Settlement Area 3 shall not be used for Industrial Use, in whole or in part. “**Industrial Use**” Industrial use means use for or in a manufacturing, mining, or chemical process or use in the operation of factories, processing plants, and similar sites.

**IV. RIGHTS OF GRANTOR.** The ownership rights of the Grantor extend to Grantor’s personal representatives, heirs, successors, and assigns, and include, but are not limited to, the right to sell or otherwise transfer Settlement Area 3 and the right to use the property as expressly set forth below.

**A. Maintenance of Forest.** Grantor shall have the right to expand or keep existing forest cover on Settlement Area 3 consistent with a Department-approved Forest Stewardship Plan or Woodland Management Plan.

**B. Maintenance of Open Fields.** Grantor shall have the right to keep the existing field and meadow areas on Settlement Area 3 as open meadows and fields rather than allowing them to revert to successional woodland.

**C. Control of Pest and Invasive Species.** Grantor may control non-native invasive species or vegetation and vegetation commonly considered to be pest species in accordance with an Invasive Species Control Plan approved by the Department.

**D. Removal of Hazardous Vegetation.** Grantor may, without prior consent of Grantee, trim or remove dead, fallen, diseased or infected trees, tree limbs or plant material if they: (1) obstruct passage on paths, trails, roads or drives; (2) pose an



imminent hazard to the safety of persons using Settlement Area 3, or (3) present a risk of infection to healthy non-invasive trees or plants.

**E. Maintenance or Modification of Remedial Measures.** Grantor is currently conducting work on Settlement Area 3, under oversight of the Environmental Protection Agency (EPA) (OU1 Consent Decree entered December 1, 1993 (as corrected on June 13, 1994) in Civil Action No. 93-4675, which governs the implementation of the April 1989 ROD, and the OU2 Consent Decree entered March 21, 2002 in Civil Action No. 01-4223, which governs the implementation of the September 2000 ROD (“OU1/OU2 Work”) and under oversight of the Department (NJDEP Permitted Industrial Waste Landfill (“Landfill”) (collectively “Remedial Measures”). Grantor shall have the right to maintain, optimize, modify and/or operate Remedial Measures as required by EPA for OU1/OU2 Work or the Department for the Landfill. Grantor shall obtain Grantee’s consent, which shall not be unreasonably withheld, prior to taking any action that would result in expansion of the Remedial Measures footprint into other areas of Settlement Area 3. BASF will work to minimize any such impacts to Settlement Area 3. Grantor shall provide notice to the Grantee and obtain Grantee’s consent, which shall not be unreasonably withheld, prior to any removal of a Remedial Measure in any part or in its entirety. If the Grantor removes the Remedial Measure in part or in whole, Grantor shall restore the disturbed area (as approved by EPA for OU1/OU2 Work or the Department for the Landfill) and plant vegetation approved by Grantee. Grantor and Grantee acknowledge that future engineering and/or institutional controls are required by EPA in Settlement Area 3 for the OU1/OU2 Work and may be necessary in Settlement Area 3 to address the Landfill.

**F. Solar Field.** Grantor shall have the right to construct, operate and maintain a solar electric generating facility and its associated infrastructure on approximately 120 acres of Block 411, Lot 6.02 and 6.03 of Settlement Area 3 Grantor shall obtain Grantee’s consent to any expansion beyond the approximately 120 acres. Upon decommissioning of the solar electric generating facility, any disturbance will be restored. Grantor shall ensure that all permits, licenses or other authorizations required under all applicable laws, regulations or ordinances are obtained prior to any construction or maintenance activities. Furthermore, notwithstanding the provisions of Paragraph II.B., Grantor may lease portions of Settlement Area 3 for the specific purposes of constructing, operating, and maintaining a solar electric generation facility provided that such lease shall not allow for activities otherwise not permitted by this Deed of Conservation Restriction. Any solar electric generation facility and related activities granted a permit by the Grantee and any of its divisions shall be considered as expressly permitted under this Deed of Conservation Restriction.

**G. Operation and Maintenance of Restoration Projects.** Grantor shall operate and maintain the Restoration Projects identified in the Settlement Agreement and SOW, and any alternative Restoration Projects allowed in accordance with the Settlement Agreement, in accordance with Operation and Maintenance Plan(s) approved by the

Department, which will provide for plantings to be maintained for the life of the Solar Field. Grantor shall notify Grantee and obtain Grantee's consent prior to modifying the Operation and Maintenance Plan(s).

**H. Trash.** Trash may be managed on Settlement Area 3 in appropriate trash receptacles to support the Restoration Projects, as provided in the SOW.

**I. Additional uplift.** Grantor may design, permit, and perform additional projects that result in ecological uplift not specifically defined herein with the prior written approval of the Department.

**J. Removal of Impervious.** Grantor shall have the right to remove or otherwise reduce the amount of impervious material present within Settlement Area 3. Where any such impervious removal is replaced with soil, Grantor will plant with the appropriate regionally native plants approved by the Department.

**V. RIGHT OF FIRST REFUSAL.** Grantor and its successors and assigns agree to give Grantee or a Grantee-approved third-party designee Right of First Refusal to acquire Settlement Area 3, which right shall be of perpetual duration. The conditions of this Right shall be such that whenever Grantor receives a written offer from a person or persons to purchase all or any part of Settlement Area 3, or to receive as a donation or for nominal consideration all or any part of Settlement Area 3, and Grantor accepts the offer subject to this Right of First Refusal, the Grantor shall notify Grantee via certified mail of the offer. Grantee may elect to acquire Settlement Area 3 on the same terms and conditions as those contained in the conditionally accepted offer. Grantee shall have 90 calendar days to elect to acquire Settlement Area 3 and will notify the Grantor by certified mail of such an election. If Grantee shall fail to notify Grantor within such 90-day period of its exercise of the Right of First Refusal, Grantor will be free to transfer the Property to a third party on the terms set forth in the offer. The Right of First Refusal shall apply to all offers for interests in Settlement Area 3. The Right of First Refusal shall not apply to any proposed sale of Settlement Area 3 to any federal, state or local government entity.

**VI. RIGHTS OF GRANTEE.** To accomplish the conservation purposes of this Deed of Conservation Restriction, the following rights are conveyed to the Grantee:

**A. Enforcement.** Grantee has the right to preserve and protect the Conservation Values of Settlement Area 3 and enforce the terms, conditions of this Deed of Conservation Restriction.

**B. Inspection.** Grantee and its agents shall be permitted access to, and have the right to enter upon with advance written notice, Settlement Area 3 for the purposes of inspection in order to enforce and assure compliance with the terms and conditions of this Deed of Conservation Restriction.

**VII. Responsibilities of Grantor and Grantee not affected.** Other than as specified



herein, this Deed of Conservation Restriction is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligations of the Grantor as owner of Settlement Area 3. This shall apply to:

**A. Taxes.** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against Settlement Area 3.

**B. Upkeep and Maintenance.** The Grantor shall continue to be solely responsible for the upkeep and maintenance of Settlement Area 3 per Paragraph IV.G or to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of Settlement Area 3. Nothing in this Deed of Conservation Restriction shall require the Grantor to take any action to restore the condition of Settlement Area 3 after any Act of God or other event over which it had no control.

**C. Liability and Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee, its employees, agents, and contractors, and their successors and assigns from and against all liabilities, penalties, costs, losses, damages, expenses, or claims, including, without limitation, attorneys fees, arising from, or on account of negligent or other wrongful acts or omissions of Grantor, and its respective officers, directors, employees, agents, contractors, subcontractors, and any persons acting on Grantor's behalf or under their control with respect to the Property that is the subject of the Deed of Conservation Restriction. Grantor's agreement to hold harmless and indemnify shall not affect any statutory protections available to the Grantor under the Landowner's Liability Act, N.J.S.A. 2A:42A-2, et seq.

**D. No Waiver of Immunities.** Nothing in this conservation restriction waives the protections and immunities afforded to the State under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 through -12.3.

**VIII. REMEDIES.** Grantee shall have the right to prevent and correct violations of the terms of this Deed of Conservation Restriction. Enforcement of the terms of this Deed of Conservation Restriction shall be at the discretion of the Grantee and any failure on behalf by Grantee to exercise its rights hereunder shall not be deemed or construed to be a waiver of Grantee of those rights. This shall be true regardless of the number of violations of the terms of this Deed of Conservation Restriction by Grantor that occur or the length of time it remains unenforced. If Grantee finds what it believes is a violation of the terms of this Deed of Conservation Restriction, it may without limitation as to other available legal recourse, at its discretion take any of the following action:

**A. Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Deed of Conservation Restriction has occurred or is threatened, Grantee may give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation in accordance with a plan approved by the Grantee.

**B. Injunctive Relief.** If Grantor fails to cure the violation within 45 days after receipt of notice from the Grantee, or under circumstances where the violation cannot reasonably be cured with a 45-day period, fails to begin curing such violation, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed of Conservation Restriction, to enjoin ex parte the violation by temporary or permanent injunction, and to require the restoration of Settlement Area 3 to the condition that existed prior to such injury. Grantor acknowledges that any actual or threatened failure to comply or cure will cause irreparable harm to the Grantee and that money damages will not provide an adequate remedy.

**C. Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Deed of Conservation Restriction or injury to any Conservation Values protected by this Deed of Conservation Restriction, including, without limitation, damages for the loss of Conservation Values. Without limiting Grantors' liability, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on Settlement Area 3.

**D. Costs of Enforcement.** In any case where a court finds that a violation has occurred, costs incurred by Grantee in enforcing the terms of this Deed of Conservation Restriction against Grantor, including, without limitation, costs and expenses of suit, and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the Deed of Conservation Restriction shall be borne by the Grantor.

**IX. Development Rights.** Grantor hereby grants to Grantee all development rights or credits that are now or hereafter allocated to, implied, reserved or inherent in Settlement Area 3 , and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of Settlement Area 3 as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield on Settlement Area 3 or any other property.

#### **X. GRANTOR'S WARRANTIES.**

**A. Covenant as to Grantor's Acts.** Grantor promises that, except for existing encumbrances confirmed in the title search report and survey package, and this Deed of Conservation Restriction and any restrictions required by EPA related to the Remedial Measures, Grantor has done no act to encumber Settlement Area 3. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that Grantor has not allowed anyone else to obtain any legal rights that affect Settlement Area 3 (such as by making a mortgage or allowing a judgment to be entered against Grantor).

**B. Hazardous Substances.** Grantor hereby promises to defend and indemnify Grantee and the Department against all litigation, claims, demands, penalties, and damages, arising from or connected with any release or discharge of hazardous substances or violation of



federal, state, or local environmental laws.

**XI. AMENDMENT OF DEED OF CONSERVATION RESTRICTION.** This Deed of Conservation Restriction may be amended only with the written consent of Grantee. Any such amendment shall be consistent with the purposes of this Deed of Conservation Restriction and with the laws of the State of New Jersey and any regulations promulgated pursuant to those laws. Amendments may require, where applicable, approval by the NJDEP Commissioner under the New Jersey Conservation and Historic Preservation Restriction Act, N.J.S.A. 13:8B-1 et seq.

**XII. INTERPRETATION.** This Deed of Conservation Restriction shall be interpreted under the laws of the State of New Jersey, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

**XIII. PERPETUAL DURATION.** This Deed of Conservation Restriction shall be a servitude running with the land in perpetuity. Every provision of this Deed of Conservation Restriction that applies to the Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. The Grantor agrees that the terms, conditions, restrictions and purposes of this Deed of Conservation Restriction shall be inserted in any subsequent deed, lease, sub-lease or other legal instrument by which the Grantor divests itself of any interest in Settlement Area 3.

**XIV. NOTICES.** Any notices required by this Deed of Conservation Restriction shall be in writing and shall be personally delivered or sent by first class mail, to Grantor, Grantee and the Department at the following addresses, unless a party has been notified of a change of address:

To Grantor:

Laura McMahan  
BASF Corporation  
227 Oak Ridge Parkway  
Toms River, NJ 08755

To Grantee:

New Jersey Dept. of Environmental Protection  
C/O Chief, Office of Natural Resource Restoration  
501 East State Street  
Mail Code 501-03  
PO Box 420  
Trenton, NJ 08625-0420

**XV. MISCELLANEOUS.**

**A.** The laws of the State of New Jersey shall govern the interpretation and performance of this Deed of Conservation Restriction.

**B.** If any provision of this Deed of Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Restriction, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

**C.** This Deed of Conservation Restriction sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, understandings or agreements relating to the Deed of Conservation Restriction, all of which are merged herein. No alteration or variation of this Deed of Conservation Restriction shall be valid or binding unless contained in writing executed and recorded by the parties hereto.

**D.** Should there be more than one Grantor, the obligations imposed by this Deed of Conservation Restriction upon each Grantor shall be joint and several.

**E.** The captions in this Deed of Conservation Restriction have been inserted solely for convenience of reference and are not a part of this Deed of Conservation Restriction and shall have no effect upon construction or interpretation.

**F.** Execution of this Deed of Conservation Restriction does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property.

**G.** This Deed of Conservation Restriction shall be construed as if it were drafted by both parties. Both parties waive all statutory and common law presumptions which might otherwise serve to have the instrument construed in favor of, or against, either party as the drafter hereof.

**H.** Throughout this Deed, the singular shall include the plural, and the masculine shall include the feminine unless the text indicates otherwise.

**I.** This Deed of Conservation Restriction may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.

**J. Successors and Assigns.** Upon BASF's transfer of ownership of Settlement Area 3 consistent with this Deed of Conservation Easement, BASF's obligations shall terminate and shall be assumed by the new Grantor, provided however that BASF's obligations shall not terminate where such change is solely due to a change in ownership through corporate restructuring. Any contract, lease, deed or any other agreement that Grantor enters into to convey ownership or control of all or a portion of Settlement Area 3 shall include an express provision which states that if the successor, assignee, tenant, or purchaser fails to comply with any obligations imposed by this Deed of Conservation Easement, after being



provided thirty (30) days to cure such failure, all rights, title, interests, possession, and ownership of the property shall be conveyed and assigned to the Department. Nothing in this provision shall affect any BASF obligations pursuant to the Settlement Agreement.

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**SCHEDULE A**

**NATURAL RESOURCE DAMAGES SETTLEMENT AGREEMENT I/M/O THE  
CIBA GEIGY TOMS RIVER SUPERFUND SITE DATED \_\_\_\_\_ AND ALL  
ATTACHMENTS THERETO**

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## **SCHEDULE B**

### **METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

Metes and bounds description of the property based upon a survey prepared in accordance with “New Jersey Green Acres, Minimum Specifications for Land Surveys and Property Descriptions,” which is available at: <http://www.state.nj.us/dep/greenacres>;

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**SCHEDULE C**  
**PRESENT CONDITIONS REPORT**

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## **SCHEDULE D**

### **Uses for the Toms River NRD Site**

The following is a description of the uses and the relevant soil remediation standards for each of the three areas defined in the Settlement Agreement (SA) and the Deed of Conservation Restrictions (DCR). The site has been divided into three areas:

- DCR Settlement Area 1 (535 acres of Forested Land): This parcel shall be preserved in its natural state in perpetuity. Appropriate remediation standards will be protective of future use, including recreation.
  - Settlement Area 1 will be used for certain public outdoor passive recreation such as walking, hiking, snowshoeing, bird watching, and nature observing.
  - Settlement Area 1 will be used for conservation purposes. Farming, hunting, trapping, and foraging shall be prohibited; however, wildlife management activities including culling may be necessary to maintain the ecological health and diversity of the area.
  - No groundwater will be extracted from the site unless extracted for remediation purposes, or for ecologically beneficial purposes where applicable water quality standards are met.
  - Out of an abundance of caution, any new structures needed for remedial purposes, wildlife habitat or public access use and enjoyment will include appropriate soil vapor mitigation measures in this area.
  - BASF will continue to conduct remediation as required by its CERCLA obligations, including implementing and maintaining any necessary institutional and engineering controls.
  - BASF will implement additional remediation as required by NJDEP, including implementing and maintaining any necessary institutional and engineering controls.
  - While BASF is owner, BASF will continue to use the land to support educational programs. Access is managed and supervised by BASF while under their ownership. Educational programs may also continue after BASF's ownership with proper approvals.
  
- DCR Settlement Area 2 (255 acres of Projects). Appropriate remediation standards will be protective of future use, including recreation.
  - Settlement Area 2 will be used for certain public outdoor passive recreation such as walking, hiking, snowshoeing, bird watching, and nature observing.
  - Settlement Area 2 will be used for conservation purposes. Farming, hunting, trapping, and foraging shall be prohibited; however, wildlife management activities including culling may be necessary to maintain the ecological health and diversity of the area.



- Settlement Area 2 will be used for conservation purposes. Fishing shall be prohibited while BASF is the owner. A future owner may evaluate with NJDEP the appropriateness of fishing.
  - No groundwater will be extracted from the site unless extracted for remediation purposes, or for ecologically beneficial purposes where applicable water quality standards are met.
  - Out of an abundance of caution, any new structure that may be built in the area will include appropriate soil vapor mitigation measures. BASF will continue to conduct remediation as required by its CERCLA obligations, including implementing and maintaining any necessary institutional and engineering controls.
  - BASF will implement additional remediation as required by NJDEP, including implementing and maintaining any necessary institutional and engineering controls.
  - While BASF is owner, BASF will continue to use the land to support educational programs. Access is managed and supervised by BASF while under their ownership. Educational programs may also continue after BASF's ownership with proper approvals.
- DCR Settlement Area 3 (210 acres of Forested Land and Projects). The future uses of this parcel will be consistent with its current use as a solar electric generation array and grassland pollinator habitat. In the event that solar electric generation ceases permanently, this parcel shall be restored to a natural meadow pollinator condition in perpetuity.
    - With the exception of groundwater extracted for remediation purposes, no groundwater will be extracted from the site.
    - Out of an abundance of caution, any new structures needed for remedial purposes and or wildlife habitat will include appropriate soil vapor mitigation measures in this area.
    - BASF will continue to conduct remediation as required by its CERCLA obligations, including implementing and maintaining any necessary institutional and engineering controls.
    - BASF will implement additional remediation as required by NJDEP, including implementing and maintaining any necessary institutional and engineering controls.
    - BASF may use the land to support educational programs. Access is managed and supervised by BASF.

**APPENDIX G**  
**TAX MAP OF THE PROPERTY**

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REVISIONS		
DATE	NAME	NO.
10.1.06	BERNARD M. MACKLE	GS 35856
10.1.07	BERNARD M. MACKLE	GS 35856
12.1.08	BERNARD M. MACKLE	GS 35856
10.1.14	BERNARD M. MACKLE	GS 35856



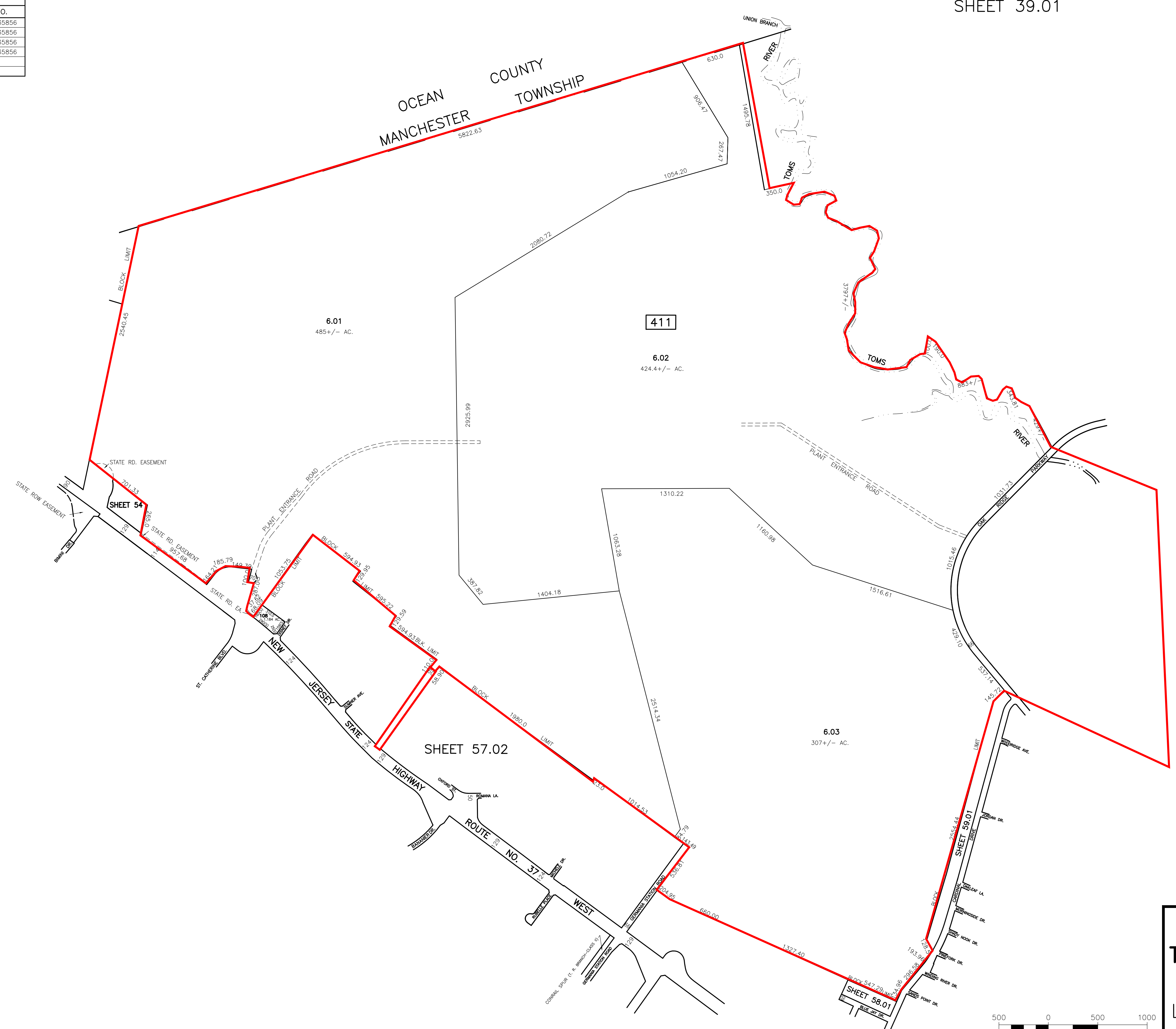
SHEET 54

SHEET 57.01

SHEET 61.01

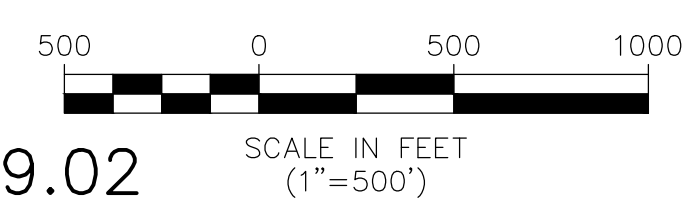
SHEET 58

SHEET 59.01



THIS SHEET HAS BEEN REDRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD/D) BASED ON THE MAP PREPARED BY JOHN A. ERNST, JR. DATED OCTOBER 1971.

**TAX MAP**  
**TOWNSHIP OF TOMS RIVER**  
 OCEAN COUNTY, NEW JERSEY  
 SCALE: 1"=500' OCTOBER 2003  
 LAWRENCE P. CAGLIOSTRO  
 PE & PLS NO. 19747  
 33 WASHINGTON ST., TOMS RIVER, NJ



SHEET 57.02

SHEET 58.01

SHEET 59.02

## APPENDIX H

### MODEL PRESENT CONDITION REPORT

#### SUMMARY AND SIGNATURE PAGE

The purpose of the following is to memorialize the original intent for entering into the Conservation Restriction, and to record the present conditions of the property to be conserved. The parties may update the baseline Present Condition Report should conditions change.

1. Type of Easement: Deed of Conservation Restriction

2. Current Landowner:

Name: BASF Corporation

Address: 100 Park Avenue, Florham Park NJ, 07932

Phone: 973-245-5271

3. Location of Property:

Municipality: Toms River

County: Ocean

Lot and Block:

Acres:

4. Describe the property condition, including land use and management; ecological communities, historical, archaeological, geological, or other features; including the condition of any specific property areas or features that may change when the landowner exercises reserved rights:

[This section will contain a summary narrative describing the property conditions and planned future property changes, such as any changes needed for remediation purposes. Supporting documentation will be attached as appendixes.]

5. Describe the property access:

[This section will contain a summary of the property road frontage on public roads]

6. List buildings or structures on the property, including houses, sheds, barns, etc. Describe purpose and show location on map.

[This section will contain a summary of the structures that exist on the property. A chart with photos and a general description of the structure will be provided.]

7. Describe adjacent land uses:



[This section will contain a summary of land uses based upon currently available public data and potentially some market analysis.]

8. Describe Purpose of Easement (Why the property was protected):

[This section will describe the purpose of the easement, which relates to protection and maintenance of the conservation values of the property and preventing impairment or interference with the conservation values.]

Data collected by:

Date baseline data collected:

Attachment checklist:

\_\_\_\_\_ Survey & Legal Description

\_\_\_\_\_ Tax Map

\_\_\_\_\_ Road Map

\_\_\_\_\_ Aerial map

\_\_\_\_\_ Photograph Location Map

\_\_\_\_\_ Representative Photographs of Property, including access, existing trails, all structures/buildings, keyed to Location Map

Signature Page

I acknowledge that the within baseline documentation form dated [DATE] is an accurate representation, to the best of my knowledge, of Block , Lot in , County of , NJ at the date that the baseline report data was collected.

I acknowledge that the within baseline documentation is a true, fair and accurate representation of existing conditions on the property which is referenced to and described in the conservation easement between Department of Environmental Protection and [\_\_\_\_\_].

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

Department of Environmental Protection    date

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

date

DRAFT



## APPENDIX I

### USES FOR THE TOMS RIVER NRD SITE

The following is a description of the uses and the relevant soil remediation standards for each of the three areas defined in the Settlement Agreement (SA) and the Deed of Conservation Restrictions (DCR). The site has been divided into three areas:

- DCR Settlement Area 1 (535 acres of Forested Land): This parcel shall be preserved in its natural state in perpetuity. Appropriate remediation standards will be protective of future use, including recreation.
  - Settlement Area 1 will be used for certain public outdoor passive recreation such as walking, hiking, snowshoeing, bird watching, and nature observing.
  - Settlement Area 1 will be used for conservation purposes. Farming, hunting, trapping, and foraging shall be prohibited; however, wildlife management activities including culling may be necessary to maintain the ecological health and diversity of the area.
  - No groundwater will be extracted from the site unless extracted for remediation purposes, or for ecologically beneficial purposes where applicable water quality standards are met.
  - Out of an abundance of caution, any new structures needed for remedial purposes, wildlife habitat or public access use and enjoyment will include appropriate soil vapor mitigation measures in this area.
  - BASF will continue to conduct remediation as required by its CERCLA obligations, including implementing and maintaining any necessary institutional and engineering controls.
  - BASF will implement additional remediation as required by NJDEP, including implementing and maintaining any necessary institutional and engineering controls.
  - While BASF is owner, BASF will continue to use the land to support educational programs. Access is managed and supervised by BASF while under their ownership. Educational programs may also continue after BASF's ownership with proper approvals.
- DCR Settlement Area 2 (255 acres of Projects). Appropriate remediation standards will be protective of future use, including recreation.
  - Settlement Area 2 will be used for certain public outdoor passive recreation such as walking, hiking, snowshoeing, bird watching, and nature observing.
  - Settlement Area 2 will be used for conservation purposes. Farming, hunting, trapping, and foraging shall be prohibited; however, wildlife management activities including culling may be necessary to maintain the ecological health and diversity of the area.
  - Settlement Area 2 will be used for conservation purposes. Fishing shall be prohibited while BASF is the owner. A future owner may evaluate with NJDEP the appropriateness of fishing.

- No groundwater will be extracted from the site unless extracted for remediation purposes, or for ecologically beneficial purposes where applicable water quality standards are met.
  - Out of an abundance of caution, any new structure that may be built in the area will include appropriate soil vapor mitigation measures. BASF will continue to conduct remediation as required by its CERCLA obligations, including implementing and maintaining any necessary institutional and engineering controls.
  - BASF will implement additional remediation as required by NJDEP, including implementing and maintaining any necessary institutional and engineering controls.
  - While BASF is owner, BASF will continue to use the land to support educational programs. Access is managed and supervised by BASF while under their ownership. Educational programs may also continue after BASF's ownership with proper approvals.
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- DCR Settlement Area 3 (210 acres of Forested Land and Projects). The future uses of this parcel will be consistent with its current use as a solar electric generation array and grassland pollinator habitat. In the event that solar electric generation ceases permanently, this parcel shall be restored to a natural meadow pollinator condition in perpetuity.
    - With the exception of groundwater extracted for remediation purposes, no groundwater will be extracted from the site.
    - Out of an abundance of caution, any new structures needed for remedial purposes and or wildlife habitat will include appropriate soil vapor mitigation measures in this area.
    - BASF will continue to conduct remediation as required by its CERCLA obligations, including implementing and maintaining any necessary institutional and engineering controls.
    - BASF will implement additional remediation as required by NJDEP, including implementing and maintaining any necessary institutional and engineering controls.
    - BASF may use the land to support educational programs. Access is managed and supervised by BASF.