

Final Report: Land Acquisition Program of the Pinelands Conservation Fund



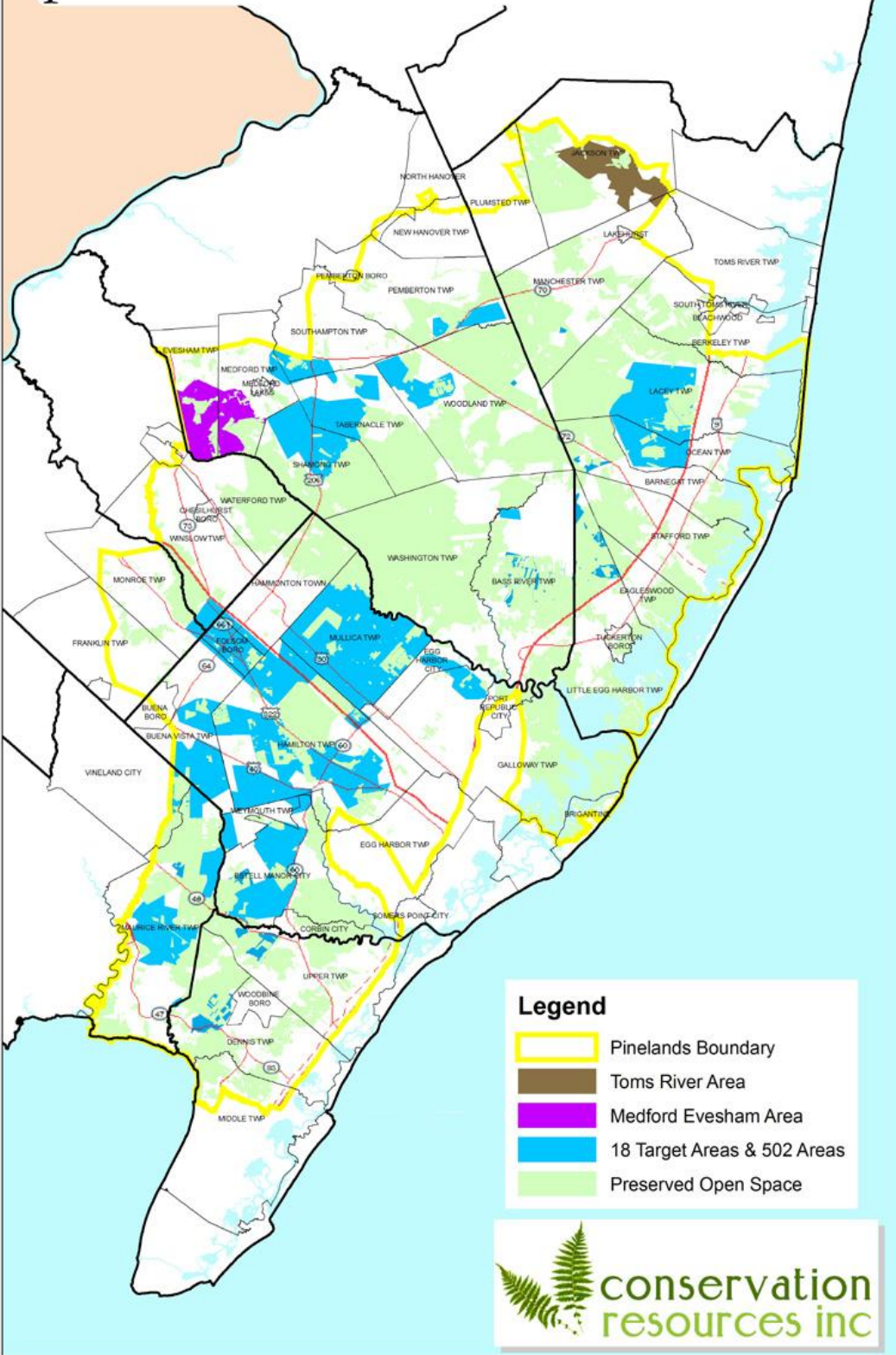
pinelands conservation fund

January 2014



Lenape Farms acquired with support from the Pinelands Conservation Fund in 2012

pinelands conservation fund areas



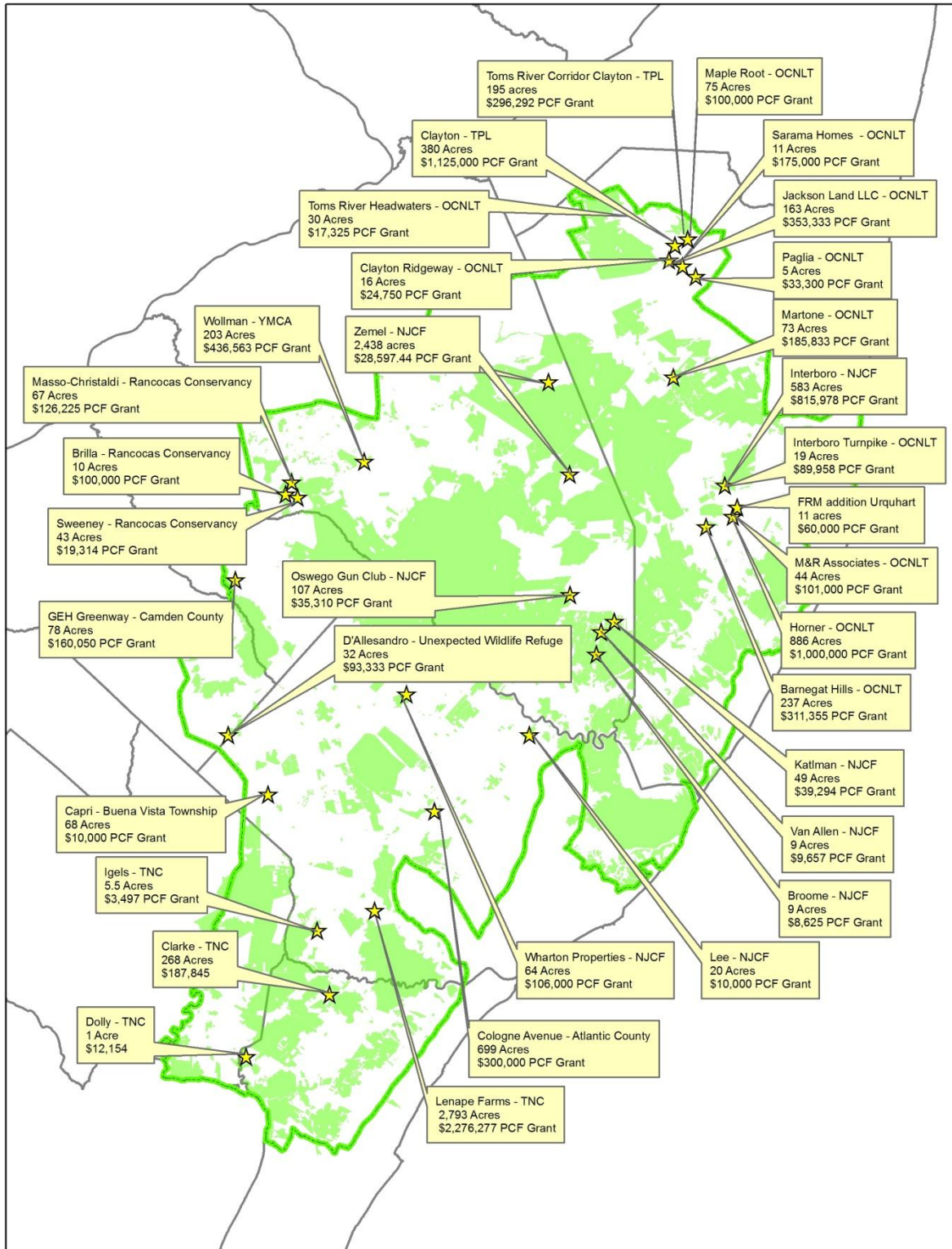
Foreward

I am especially pleased to submit this final report to the Pinelands Commission on the projects completed through the Land Acquisition Program of the Pinelands Conservation Fund. I think you will agree that this has been an extremely effective, efficient, and cost effective Land Acquisition Program. Since the first acquisition in 2007 to the time of this report, late January 2014, the PCF has funded over 33 projects covering over 7,250 acres. This impressive total does not even include the one outstanding allocation for a project scheduled to be completed in mid-2014 to protect an additional 2,438 acres. The Land Acquisition Program has not only protected thousands of key acres, it has provided considerable leverage for scarce conservation dollars. The more than \$8.6 million in PCF funding has protected land valued at over \$38.1 million dollars; an actual match of more than 4:1 -- well above the anticipated match. Conservation Resources has been thrilled to be a partner with the Pinelands Commission and nearly a dozen State, local and non-profit organizations that were able to complete projects to protect critical acres in the New Jersey Pinelands.

I am proud of what we collectively accomplished under this Land Acquisition Program, and it is bittersweet to submit this final report. I will miss the opportunity to work on protection projects in a landscape that establishes New Jersey as an international biodiversity hot spot, especially in a landscape I have spent much of my career trying to protect. Yet I know the partnerships forged to carry out the Land Acquisition Program in the Pinelands will last beyond the involvement of Conservation Resources, and I am excited about bringing the many lessons learned in this effort to my new role as the Executive Director of Duke Farms.



Michael Catania, President
Conservation Resources
January 2014



Land Acquisition Projects funded by the PCF

Background

The purpose of this report is to summarize the Land Acquisition Program of the Pinelands Conservation Fund (PCF) and Conservation Resources (CRI) role in assisting to administer this Program from December 2006 to January 2014 – see *Appendix A: Complete PCF Land Acquisition Program Project List and Map*. By way of background, it is useful to provide some information on the origin and purpose of the Land Acquisition Program of the Pinelands Conservation Fund.

The Pinelands Conservation Fund was established by the Pinelands Commission in 2004 from required contributions as outlined in a Memorandum of Agreement between the Pinelands Commission and the New Jersey Board of Public Utilities in order to allow for electronic transmissions line improvements in the Preservation and Forest Areas of the Pinelands. The Fund was initiated to further the Pinelands protection program and ensure a greater level of protection to unique Pinelands resources. In 2005, the Commission adopted policies for the use and management of the PCF for land acquisition, conservation planning and research, and community planning and design. At that time \$6 million was allocated to acquire land through the Land Acquisition Program. In 2006, the Commission authorized the Executive Director to contract with Conservation Resources Inc. (CRI) to assist in implementing the Land Acquisition Program. On December 29, 2006, CRI entered into a contract with the Pinelands Commission to provide consulting services for the Land Acquisition Program of the Pinelands Conservation Fund.

Subsequently, the Pinelands Commission made two additional contributions to the Pinelands Conservation Fund. An additional \$2,500,000.00 was added to the Land Acquisition Program in 2009 from a required contribution from the Cape May County Municipal Utilities Authority when a CMP amendment authorized the expansion of the landfill. And 8% of this contribution – or \$200,000.00 was restricted to land acquisition projects in Cape May County. A second contribution of \$915,000.00 was made as a requirement of a Memorandum of Agreement between the Pinelands Commission and the New Jersey Turnpike Authority to allow for widening and other improvements to the Garden State Parkway. The contribution is restricted to the acquisition of specific undersized parcels to address the secondary impacts of the road improvements. In 2009 the Commission revised its PCF policies to manage these additional funds and again awarded a contract to CRI to assist with this second phase of land acquisition funds.

CRI assisted the Pinelands Commission in all phases of the acquisition process in order to allocate and spend the combined \$9,415,000.00 of the PCF dedicated to land acquisition. CRI developed the tools for applying for funds -- see *Appendix B: Application Form*; screened the projects, visited the properties, prepared evaluations -- see *Appendix C: Evaluation Form*, and recommended grant allocations. Once organizations received allocations, CRI would assist them in moving the project forward and turning the allocation into a formal grant agreement with the Pinelands Commission to secure the funds for the land acquisition project -- see *Appendix D: PCF Grant Agreement*. In several cases, CRI was able to assist applicants in finding and using additional matching funds in order to ensure project completion. CRI assisted each applicant to the PCF as required from project application to closing.

Grant Program

The Pinelands Commission developed priorities for the Land Acquisition Program in order to focus its funding projects in three distinct priority areas of the Pinelands - see *map on Page 2: Pinelands Conservation Fund Areas*:

- 18 Planning Areas;
- Section 502 Target Areas
- Sub-regional Planning Areas

While the Commission focused on acquisition in pre-identified areas, it also provided for acquisitions within the State Pinelands boundary but outside areas listed above by identifying a process for properties to be reviewed as "contingency" projects. Projects were considered "contingency" if they were highly significant and supplement the protection identified above, or were located in Preservation Areas, Special Agricultural Production Areas, Agricultural Production and Forest Areas. All contingency projects required full approval of the Pinelands Commission. In addition to identifying spatial priorities for the PCF, the Pinelands Commission determined fund allocations based on geographic areas for the 2006 and 2009 funds as follows:

2006 contribution of \$6,000,000.00:

- \$2.5 million for the 18 Planning Areas and Section 502 Target Areas
- \$1 million for Toms River Sub-regional Planning Area
- \$2 million for Medford/Evesham Sub-regional Planning Area
- \$500,000.00 for Contingency Projects

2009 contribution of \$3,415,000.00:

- \$2 million for 18 Planning Areas and Section 502 Target Areas (including 8% or \$200,000.00 - restricted for Cape May County projects)
- \$500,000.00 for Contingency Projects
- \$915,000.00 restricted to identified turnpike parcels

The Commission also established that, in most cases, it would provide funding at a level of 33.3% of the fair market value of a property. The PCF has been matched through a variety of sources including the federal Department of Defense Readiness and Environmental Protection Initiative (REPI); the Green Acres Program; Natural Resource Damage settlement funds; and county and municipal open space funds. In addition, landowners have made partial gifts of land value, as well as privately-raised funds from individual and foundations supporting the land acquisition projects undertaken by the six grantee non-profit conservation organizations.

Land Acquisition Projects by PCF Funding Round						
Funding Round	# of Projects Reviewed	# of Projects receiving Allocations	# of Projects Completed	Acres Protected in Completed Projects	PCFunds expended in Completed Projects	Certified Value of Completed Projects
2007	15	10	8	2,426	\$2,787,611.49	\$15,320,000.00
2008	11	9	6	335	\$471,868.00	\$1,428,200.00
2009	10	6	3	168	\$368,775.00	\$1,117,500.00
2010 A	14	13	5	290	\$350,458.20	\$1,053,400.00
2010 B	13	7	5	3468	\$3,896,398.00	\$15,987,000.00
2012*	4	3	2	270	\$396,292.00	\$2,300,000.00
Cape May	3	2	2	269	\$200,000.00	\$815,050.00
Turnpike	3	3	2	31	\$146,958.00	\$146,958.00
Totals	73	53	33	7,257	\$8,618,360.69	\$38,168,108.00

* Totals for the 2012 Round do not include the \$28,597.44 allocated to the NJCF - Zemel project (2,438 acres with a certified value of \$2,100,000.00) expected to close later in 2014.

As shown on the chart above, CRI completed six competitive grant rounds for the Land Acquisition Program (2007, 2008, 2009, 2010 A, 2010B and 2012). And since 2009 with the restricted funds for Cape May County and NJ Turnpike parcels provided for “Continuous Rounds” to review any potential project at any time – outside a regular competitive grant round. Over the course of the six founding as well as the continuous rounds, CRI has reviewed over 73 project proposals. Out of those reviews, the Commission approved funding allocations for 53 projects and of those, 33 were successfully closed and completed, expending \$8,618,360.69 and permanently protecting 7,257 acres of unique, natural, cultural, historic and

agricultural resources in the New Jersey Pinelands. These lands were valued at \$38,618,108.00. It is important to note that these numbers do not reflect the additional leverage provided by the PCF, for example the Lenape Farms project expanded beyond the Pinelands Boundary. In addition to the 2,793 acres that were protected with the PCF, an additional adjoining property of over 2,101 acres with a value of \$4.5 million was acquired as part of this extraordinary land protection project.

At this time there is one remaining allocation to New Jersey Conservation Foundation for the Zemel project – to protect 2,438 acres by mid-2014. The remaining allocations have been used or expired. There remains \$768,042.00 which is available for parcels in Ocean County that were identified in the MOA between the Commission and the NJ Turnpike Authority.

Land Conservation Projects

As discussed above, 33 projects have been completed since 2007 protecting a range of habitats throughout the New Jersey Pinelands – see map on Page 4 and Appendix A: Complete PCF Land Acquisition Program Project List and Map. The majority of these projects added to existing protected lands -- filling in gaps in State Forests, County Open Spaces or Parks and Non-profit conservation areas -- affording better opportunities for cohesive conservation management. As shown in the charts below, the projects were spread throughout the Pinelands in almost all of the Pinelands and within 14 of the pre-identified priority areas - see map on Page 2: Pinelands Conservation Fund Areas.

Land Acquisition Projects by County				
County	# of Projects Completed	Acres Protected in Completed Projects	PCFunds expended in Completed Projects	Certified Value of Completed Projects
Atlantic	6	3,650	\$2,705,723.50	\$12,751,700.00
Burlington*	8	497	\$765,230.70	\$2,331,400.00
Camden	1	78	\$160,050.00	\$485,000.00
Cape May	2	269	\$200,000.00	\$815,050.00
Gloucester	1	32	\$93,333.00	\$280,000.00
Ocean	15	2731	\$4,686,124.16	\$21,504,958.00
Totals	33	7,257	\$8,618,360.69	\$38,168,108.00
Burlington County*	1	2,438	\$28,597.44	\$2,100,000.00

*The total for Burlington County does not include the \$28,597.44 allocation to the NJCF for the Zemel project (2,438 acres with a certified value of \$2,100,000.00) is expected to be expended when the project closes later in 2014.

Land Acquisition Projects by PCF Funding Area				
Funding Area	# of Projects Completed	Acres Protected in Completed Projects	PCFunds expended in Completed Projects	Certified Value of Completed Projects
Section 502 Areas	4	73	\$61,072.20	\$183,900.00
Batsto River Headwaters	1	203	\$436,563.00	\$1,311,000.00
Clarks Landing	1	20	\$10,000.00	\$37,700.00
Contingency – Cape May	2	269	\$200,000.00	\$815,050.00
Contingency	4	290	\$472,668.00	\$1,429,500.00
Elwood Corridor	1	64	\$106,000.00	\$318,000.00
Estell Manor Forest	1	2,793	\$2,276,227.00	\$10,000,000.00
Forked River Mountain	4	1,752	\$2,228,333.16	\$12,103,000.00
Hamilton	1	699	\$300,000.00	\$2,200,000.00
Headwaters of South River	1	68	\$10,000.00	\$185,000.00
Medford/Evesham	3	120	\$245,539.00	\$740,500.00
Toms River Corridor	8	875	\$2,125,000.33	\$8,697,500.00
Turnpike Agreement Exhibit D parcels	2	31	\$146,958.00	\$146,958.00
Totals	33	7,257	\$8,618,360.69	\$38,168,108.00
Brendan Byrne State Forest*	1	2,438	\$28,597.44	\$2,100,000.00

*The Brendan Byrne State Forest project is not included in the totals and is here for reference. The \$28,597.44 allocation to the NJCF for the Zemel project (2,438 acres with a certified value of \$2,100,000.00) is expected to be expended when the project closes later in 2014.

Ten different organizations completed projects with the Land Acquisition Program of the Pinelands Conservation Fund as listed on the chart below. One Township, three Counties and six non-profit organizations were responsible for the success of the program, working with willing landowners that ranged from long-term residents to complex partnerships. They also worked with multiple matching funding sources, adding to the complexity of the projects but ensuring that these projects were completed.

Land Acquisition Projects by Organization				
Organization	# of Projects Completed	Acres Protected in Completed Projects	PCFunds expended in Completed Projects	Certified Value of Completed Projects
Atlantic County	1	699	\$300,000.00	\$2,200,000.00
Buena Vista Township	1	68	\$10,000.00	\$185,000.00
Camden County	1	78	\$160,050.00	\$485,000.00
New Jersey Conservation Foundation*	7	842	\$1,024,863.86	\$3,400,600.00
Ocean County	12	1,572	\$2,446,996.33	\$12,239,958.00
Rancocas Conservancy	3	120	\$245,539.00	\$740,500.00
The Nature Conservancy	4	3,068	\$2,479,723.50	\$10,826,050.00
The Trust for Public Land	2	575	\$1,421,292.00	\$6,500,000.00
Unexpected Wildlife Refuge	1	32	\$93,333.00	\$280,000.00
YMCA Camp Ockanickon	1	203	\$436,563.00	\$1,311,000.00
Totals	33	7,257	\$8,618,360.69	\$38,168,108.00

* Totals for the New Jersey Conservation Foundation do not include the \$28,597.44 allocated to the Zemel project (2,438 acres with a certified value of \$2,100,000.00) expected to close later in 2014.

Lessons Learned

We believe the Land Acquisition Program of the Pinelands Conservation Fund was successful for a number of reasons. First and foremost was the power of leverage. The fact that organizations could receive an allocation for 1/3 of the cost of the project allowed them to pursue the protection of key parcels. The PCF Land Acquisition Program was initiated at a time when statewide - funds available for land protection were diminishing due to a number of factors. The pool of public matching funds available was shrinking and was at its most competitive, revenues for open space funds created by transfer taxes were less available due to the economic down turn and several foundations revised their long-time matching requirements. Since 2007, the overall conservation funding landscape has changed from a 1/2 to 1/3 match to often times a 1/5 match. The assurance of a PCF allocation provided organizations with a strong base from which to pursue the additional funding required to protect a specific piece of land. The Program was also effective as it put a premium on project readiness. Through the allocation

process milestones were established for project completeness which assisted applicants in moving their projects forward. Other keys to success were the simple application which allowed applicants to have their projects reviewed and decisions on allocations were made very quickly. Finally, the Pinelands Commission was very patient, yet firm. Once an allocation was made, it typically provided applicants with extensions, but tied each to completion of key milestones. This ensured that the funds were expended on acquisition and not unspent while a project languished. While at times, it may have appeared projects were not moving forward quickly, the end result was often achieved due to the approach of the Commission in their insistence on progress prior to further extensions.

Summary and Next Steps

Conservation Resources was pleased to assist the Pinelands Commission in the development and task of making the Land Acquisition Program of the Pinelands Conservation Fund a success. The legacy of protection provided by these key projects will serve the public for generations to come. The long-term protection provided by the deed of conservation restrictions that were placed on properties protected with PCF will ensure the appropriate use and management of these lands. And while the majority of the funds have been allocated, the remaining funds – currently restricted to pre-identified parcels at two Parkway interchanges – will become unrestricted on June 30, 2014. The Pinelands Commission will have the opportunity to re-evaluate the program and determine was to further its successes.

Appendices:

- Appendix A: Complete PCF Land Acquisition Program Project List and Map
- Appendix B: Application Form
- Appendix C: Application Report
- Appendix D: PCF Grant Agreement

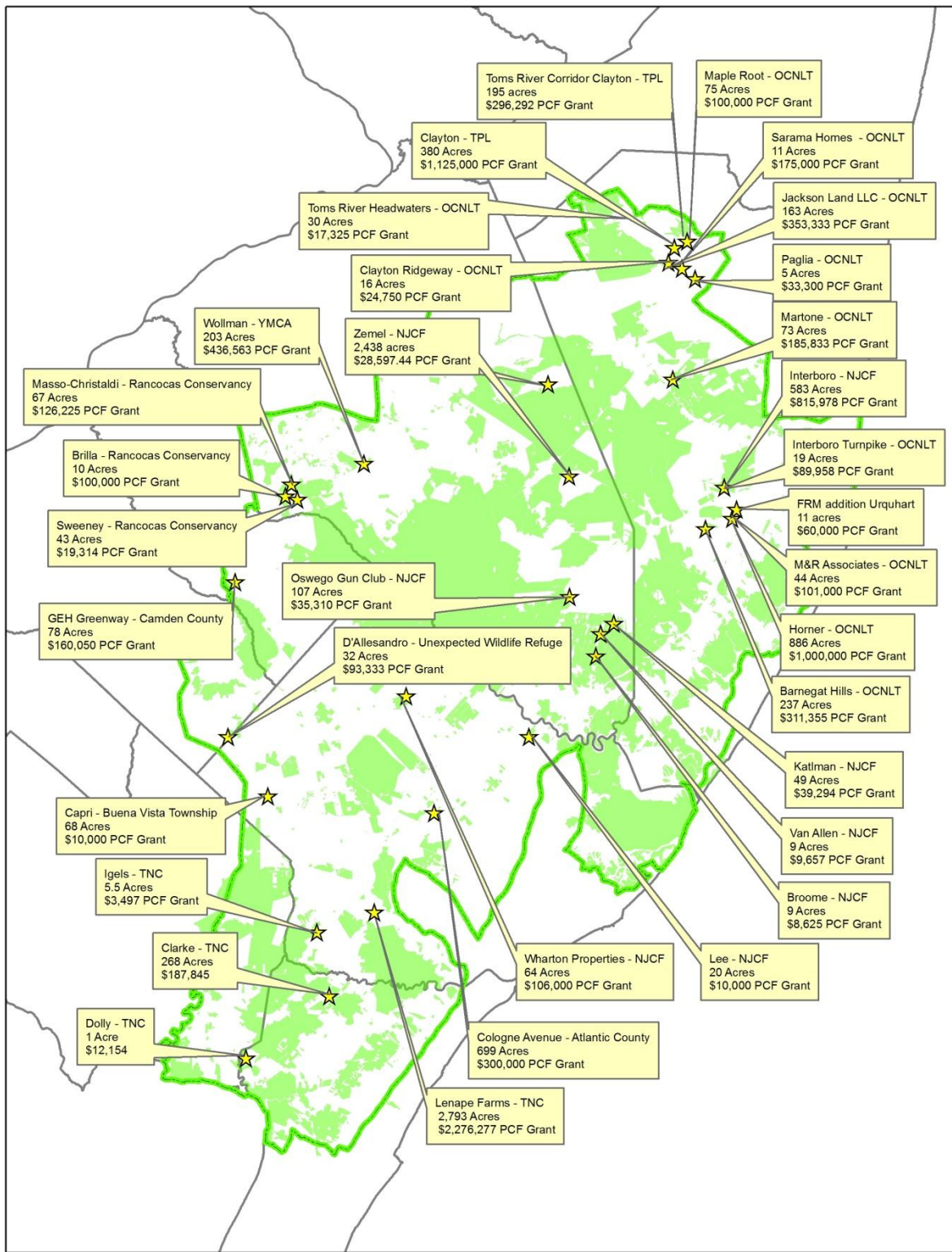
Appendix A: Complete PCF Land Acquisition Program Project List and Map

Project Name	Organization	PCF Funding Round	Town-ship(s)	Acres	Certified Value	PCF Allocation
Brilla	Rancocas Conservancy	2007	Medford	9.982	\$300,000.00	\$100,000.00
Capri	Buena Vista Township	2007	Buena Vista	68.206	\$185,000.00	\$10,000.00
Cologne Avenue	Atlantic County	2007	Hamilton	699.319	\$2,200,000.00	\$300,000.00
Horner	Ocean County	2007	Ocean	886.609	\$8,100,000.00	\$1,000,000.00
Interboro	New Jersey Conservation Foundation	2007	Lacey & Ocean	583.229	\$2,765,000.00	\$815,978.16
Jackson Land LLC	Ocean County	2007	Jackson	163.25	\$1,060,000.00	\$353,333.00
Paglia	Ocean County	2007	Jackson	4.889	\$185,000.00	\$33,300.00
Sarama Homes	Ocean County	2007	Jackson	10.996	\$525,000.00	\$175,000.00
D'Alessandro	Unexpected Wildlife Refuge	2008	Buena Borough, & Franklin Township	31.859	\$280,000.00	\$93,333.00
Lee	New Jersey Conservation Foundation	2008	Galloway	20.001	\$37,700.00	\$10,000.00
M & R Associates	Ocean County	2008	Ocean	44.22	\$303,000.00	\$101,000.00
Masso-Christaldi	Rancocas Conservancy	2008	Medford	67.201	\$382,500.00	\$126,225.00
Oswego Gun Club	New Jersey Conservation Foundation	2008	Bass River	107.21	\$107,000.00	\$35,310.00
Wharton Properties	New Jersey Conservation Foundation	2008	Mullica	64.33	\$318,000.00	\$106,000.00
Clayton - Ridgeway	Ocean County	2009	Jackson	16.04	\$75,000.00	\$24,750.00
Great Egg Harbor Greenway	Camden County	2009	Winslow	78.26	\$485,000.00	\$160,050.00
Martone	Ocean County	2009	Lacey	73.398	\$557,500.00	\$185,833.00
VanAllen	New Jersey Conservation Foundation	2010A	Bass River	8.763	\$29,000.00	\$9,657.00

Barnegat Hills	Ocean County	2010A	Ocean	237.48	\$935,000.00	\$311,355.00
Broome	New Jersey Conservation Foundation	2010A	Bass River	8.895	\$25,900.00	\$8,624.70
Igels Trust	The Nature Conservancy	2010A	City of Estell Manor	5.5	\$11,000.00	\$3,496.50
Tom's River Headwaters Extension	Ocean County	2010A	Jackson	29.58	\$52,500.00	\$17,325.00
Clayton	The Trust for Public Land	2010B	Jackson	380.205	\$4,500,000.00	\$1,125,000.00
Kaltman	New Jersey Conservation Foundation	2010B	Bass River	49.346	\$118,000.00	\$39,294.00
Lenape Farms	The Nature Conservancy	2010B	Estell Manor	2,793	\$10,000,000.00	\$2,276,227.00
Sweeney	Rancocas Conservancy	2010B	Medford & Evesham	43.285	\$58,000.00	\$19,314.00
Wollman Property	YMCA Camp Ockanickon	2010B	Medford	202.819	\$1,311,000.00	\$436,463.00
Maple Root River	Ocean County	2012	Jackson	75	\$300,000.00	\$100,000.00
Toms River Corridor Clayton (Shulton/Jackson)	The Trust for Public Land	2012	Jackson, Manchester and Toms River	195	\$2,000,000.00	\$296,292.00
Dolly	The Nature Conservancy	Continuous Cape May	Dennis	1	\$36,500.00	\$12,154.50
Clarke	The Nature Conservancy	Continuous Cape May	Upper Township	268	\$778,550.00	\$187,845.50
Interboro Turnpike	Ocean County	Continuous Turnpike	Ocean	19.324	\$86,958.00	\$86,958.00
Forked River Mountain - Urquhart	Ocean County	Continuous-Turnpike	Ocean	11.46	\$60,000.00	\$60,000.00
Zemel**	New Jersey Conservation Foundation	2012	Pemberton and Woodland	2,438	\$2,100,000.00	\$28,597.44

**Project has an allocation, but has not closed – scheduled to close in mid-2014

Land Acquisition Projects funded by the PCF



Appendix B: Application Form



PINELANDS CONSERVATION FUND 2012 APPLICATION FORM

Please see www.conservationresourcesinc.org/pinelandspcf.htm for additional information about the Pinelands Conservation Fund. Please email maps, photos or other supporting materials to anne@conservationresourcesinc.org.

GRANTEE INFORMATION			
Organization Name:		Submission Date (m/d/yy):	
Organization Legal Name: <i>(If different from above)</i>			
Street Address 1:			
Street Address 2:			
City, State, Zip:			
Primary Phone:		Fax:	
Primary Contact for Organization:		Title:	
Primary Contact's E-Mail Address:			

Proposed Project	
Type of Project: <i>Check the type of project</i>	<input type="checkbox"/> Fee-simple land acquisition <input type="checkbox"/> Conservation easement acquisition <input type="checkbox"/> Farmland preservation easement acquisition <input type="checkbox"/> Acquisition of pdc-restricted land
Name of Project:	
Project Location: <i>List the Municipality, Block, Lot</i>	
Number of Acres: <i>List the number of acres to be acquired with the assistance of the Pinelands Conservation Fund</i>	
Pinelands Conservation Fund Target Areas: <i>Check the location of the project within the 20 areas identified by the Pinelands Commission as eligible for the Pinelands Conservation Fund, or an existing 502 area. Please see www.conservationresourcesinc.org/pinelandspcf.htm</i>	
<input type="checkbox"/> Batsto River Headwaters <input type="checkbox"/> Bear Swamp (Route 206) <input type="checkbox"/> Brendan Byrne State Forest <input type="checkbox"/> Clark's Landing Road <input type="checkbox"/> Deep Run <input type="checkbox"/> Elwood Corridor <input type="checkbox"/> Estell Manor Forest Area <input type="checkbox"/> Forked River Mountains <input type="checkbox"/> Great Egg Harbor Greenway <input type="checkbox"/> Hamilton Growth Area	<input type="checkbox"/> Tricks Causeway <input type="checkbox"/> Manumuskin River <input type="checkbox"/> Medford- Evesham <input type="checkbox"/> Peaslee-Belleplain West <input type="checkbox"/> Penn-Wharton SF Connector <input type="checkbox"/> Sooy Place Road <input type="checkbox"/> South Branch <input type="checkbox"/> Toms River Corridor <input type="checkbox"/> Tuckahoe River Corridor <input type="checkbox"/> Wading-Oswego Rivers Infill <input type="checkbox"/> 502 Target Areas



Amount Requested:

Funding amount requested from the Pinelands Conservation Fund. Please note: typically the Pinelands Conservation Fund provides up to 33.3% of certified marked value.

Proposal Summary:

Provide a proposal summary in 10 words or less, e.g, "For fee simple land acquisition of 100 acres..."

Total Project Cost:

Please estimate the total capital acquisition costs (Do not include soft costs such as appraisals, surveys, phase 1, or legal fees as they are not reimbursable through the Pinelands Conservation Fund)

Existing Funding Sources:

Identify existing funding commitments as well as anticipated sources of additional funds necessary to complete the project, by organizations, anticipated amounts, and expected date of receipt of funds. Include any donation or "bargain sale" element of the proposed project in these funding sources, and include copies of any commitment letters or agreements that provide funding for the project. Specify the amount of financial assistance which is being requested from the Pinelands Conservation Fund in "Amount Requested" above.

Detailed Project Description:

Please summarize how the project meets the criteria of the Pinelands Conservation Fund. Also include an estimate of when grant funds will be needed for closing.

Status of Project:

Please check all boxes that apply – in November 2009, the Pinelands Commission established a new higher standard for project readiness – requiring PCF applicants provide a letter from the landowner indicating willingness to enter into negotiations to sell the property as well as one completed appraisal. The intent of these new standards is to ensure that the Pinelands Commission does not obligate funds to projects that are not likely to be completed. Preference in awarding grants will be given to projects that meet the new higher standard of readiness.

- Letter or application from landowner indicating their willingness to enter into negotiations to sell the property
- Verbal agreement on price with landowner
- Project is under contract
- Appraisals have been ordered but not completed
- Appraisals are complete, but value not certified yet
- Green Acres or other government agency has certified fair market value
- None of the above

Submit this application, maps, photos and other supporting materials to anne@conservationresources.org



Appendix C: Evaluation Form

pinelands conservation fund
2012 Round
PROJECT NAME
PROJECT EVALUATION

Project Evaluation	
Resource Values	High
Project Feasibility	Medium High
Degree of Development Threat	Low
Due Diligence	Medium
Financing/Leverage	High

FUNDING RECOMMENDATION

PROJECT DETAILS

<i>Project Description</i>	
Project Name	
Acquisition Organization	
Location	
PCF Target Area(s)	
Acres	
Total Capital Acquisition Cost	
PCF Request	
Total Eligible from Pinelands Conservation Fund	

Key information from project application:

<i>Resource Values</i>	
Natural Heritage Priority Sites	
Known T&E "Hot Spots"	
Ecological Integrity Assessment	
Prehistoric	
Historic	
Agricultural	
Proximity to Protected Lands (adjacent, same watershed, upstream?)	

<i>Project Feasibility</i>	
Time Period	
Signed Option or Contract	
Organizational Capacity/Past Success	
Organizational Ability to Manage Property and/or Take-Out	

<i>Degree of Development Threat</i>

PCF Target Area	
Pinelands Management Area	
Zoning	
PDCs	
Adjacent Land Uses	
<i>Due Diligence</i>	
Appraisals	
Phase I Environmental Assessment	
Survey	
Title	
<i>Financing/Leverage</i>	
<i>Project Costs (Uses)</i>	
Capital Acquisition Cost	
Due Diligence and Closing Cost	
TOTAL PROJECT COST	
<i>Sources of Funding (Sources)</i>	
Pinelands Conservation Fund Request	
TOTAL SOURCES OF FUNDING	
Total Eligible from Pinelands Conservation Fund	
Recommended Grant	
Per acre cost for total capital costs	
Leverage Factor	

Picture of Project and/or map

Appendix D: PCF Grant Agreement

NEW JERSEY PINELANDS COMMISSION
PINELANDS CONSERVATION FUND
GRANT AGREEMENT

THIS AGREEMENT, made the ___ day of _____ in the year Two Thousand and Thirteen (2013)

BETWEEN NEW JERSEY PINELANDS COMMISSION
P.O. BOX 359
NEW LISBON, NEW JERSEY 08064

hereinafter referred to as the "Commission,"

AND

hereinafter referred to as the "Grantee."

WHEREAS, the Commission is an independent political subdivision of the State of New Jersey created pursuant to Section 4 of the Pinelands Protection Act, N.J.S.A. 13:18A-1, et seq., and charged with implementing the requirements of the Act; and

WHEREAS, the Commission is also the planning entity authorized in Section 502 of the "National Parks and Recreation Act of 1978" (PL-95-625); and

WHEREAS, Grantee(s) is/are _____

WHEREAS, the Commission established the Pinelands Conservation Fund on April 15, 2005, as an outgrowth of an August 13, 2004 Memorandum of Agreement between it and the Board of Public Utilities which authorized the construction of portions of an electric transmission line project by Atlantic Electric in the Pinelands Area; and

WHEREAS, the Commission allocated the sum of \$6 million of the Pinelands Conservation Fund for a Land Acquisition Program whose goal is to help permanently protect, through the fee simple purchase of land or interests therein, the important natural, cultural, historic and agricultural resources of the Pinelands Area; and

WHEREAS, the Land Acquisition Program of the Pinelands Conservation Fund is intended to provide funding to local governments and non-profit conservation organizations for the acquisition of fee simple or other interests in certain lands which have been deemed by the Commission to be a priority for preservation; and

WHEREAS, the Commission, based upon the recommendations of the Permanent Land Protection Committee, (PLPC) identified and approved specific project areas within which funds from the Pinelands Conservation Fund shall be utilized, which project areas are set forth in Schedule A, Pre-Approved Acquisition Locations, which is incorporated herein and made a part of this Agreement and which include: (1) the areas within Sub-Regional Plans endorsed by the Commission; (2) the Section 502 Target Areas established pursuant to Section 502 of the National Parks and Recreation Act of 1978 (P.L. 95-625), and the remaining 18 Planning Areas; and (3) certain contingency areas in the Preservation Area, Special Agricultural Production Areas, and Forest Areas; and

WHEREAS, following several public meetings and testimony from a number of conservation organizations and local governments, the PLPC recommended goals and guidelines for the operation of the Land Acquisition Program of the Pinelands Conservation Fund that are set forth in Schedule B, Land Acquisition Program Goals and Guidelines, and incorporated herein and made a part of this Agreement; and

WHEREAS, these goals and guidelines were duly adopted by the Commission at its meeting of April 15, 2005; and

WHEREAS, the Commission delegated the awarding of grants for the acquisition of lands or interests therein located within the boundaries of preapproved projects areas to the PLPC, which was reorganized in June 2010 to be known as the Public and Government Programs Committee (P&GPC); and

WHEREAS, pursuant to the goals and guidelines, the Commission issued Agency Request for Proposal (RFP) RFP-06-0003, dated June 26, 2006, for a consultant to act as a facilitator for the Land Acquisition Program of the Pinelands Conservation Fund; and

WHEREAS, after reviewing the proposals which were submitted in response to this RFP, on September 8, 2006 the Commission selected and contracted with Conservation Resources Inc. (CRI) as the consultant to act as a facilitator for the Land Acquisition Program of the Pinelands Conservation Fund; and

WHEREAS, pursuant to this contract, CRI circulated a notice of the availability of grant funds; solicited and reviewed applications; and made its recommendations for a series of grants to local governments and non-profits conservation organizations to the P&GPC which was combined in July 2011 with the Policy and Implementation Committee and is now known as the Policy and Implementation Committee (P&I) Committee; and;

WHEREAS, CRI's recommendations were duly approved by the P&I at its meeting of _____; and

WHEREAS, on this date, the P&I authorized the allocation of grant funds to _____ in the amount not to exceed the lesser of \$ _____ or 33.3% of the total eligible costs of the land acquisition project known as the _____, hereinafter referred to as the Project; and

WHEREAS, the authorization of grant funding by the P&I for the Project was required in order to permit the Commission and the Grantee(s) to proceed to the execution of a Grant Agreement for this project; and

NOW, THEREFORE, the Commission and the Grantee(s) herein stipulate and agree as follows:

ARTICLE 1 ACQUISITION

1.1 The Grantee hereby agrees that the grant allocation in the amount not to exceed \$ _____ from the Pinelands Conservation Fund shall be used solely for the Project. This Project is more particularly described in Schedule C of this Grant Agreement.

1.2 The Grantee(s) hereby accepts primary responsibility for completing the land acquisition project identified in Paragraph 1.1 in accordance with the terms and conditions of this Agreement, including the following Schedules, which are hereby incorporated into and made a part of this Agreement:

Schedules A Pre-Approved Acquisition Locations, & Land Acquisition Program Goals
and B and Guidelines

Schedule C Description of Project

Schedule D	Meets and Bounds Description of the Land to be Acquired in Fee or in which Some Other Interest will be Acquired - Note: the Metes and Bounds Description is not yet available. In the interim a list of blocks and lots is attached. This list will be replaced at a later date with the Metes and Bounds Description in the Deed of Conservation Restriction.
Schedule E	Deed of Conservation Easement
Schedule F	Methodology to Determine Fair Market Value

- 1.3 The Grantee shall use all funds provided under this Agreement only to offset the costs of the purchase of the specific tract of land identified in the Schedule D, or interests therein, for its own management or for subsequent transfer to one of the organizations identified in Article 3 of this Agreement.
- 1.4 In no instance shall the Grantee acquire land or land interests utilizing funds provided under this Agreement in excess of the appraised fair market value unless such excess amount is funded exclusively with Grantee's own funds. Fair market value shall be determined pursuant to the methodology set forth in Schedule F.
- 1.5 Any and all necessary or incidental transactional costs of the acquisition including, but not limited to, the cost of appraisals, surveys, environmental assessments, title searches and title insurance, legal expenses, adjustments for property taxes, and other closing fees, shall be borne by the Grantee.
- 1.6 At the time of purchase, the Grantee shall convey a conservation easement to the State on any land acquired pursuant to this Agreement. Such conservation easement shall be in substantially the same form as the Deed of Conservation Restriction of Schedule E of this Agreement.
- 1.7 In no instance shall the funds provided under this Agreement account for more than 33.3% of the certified fair market value of the lands or land interests to be acquired.
- 1.8 Purchases of land or land interests utilizing funds provided under this Agreement shall be completed within one (1) year of the date of the execution of this Agreement. Should an extension of this time be necessary, a request for extension shall be made by Grantee in writing to the Executive Director of the Commission, through CRI, at least 90 days prior to the end of the one year period.
- 1.9 Within thirty (30) days of completion of the Project, the Grantee shall submit to the Commission a map of the property acquired pursuant to this Agreement. The map shall be provided in a ESRI shapefile, or ESRI file geodatabase. All digital data will be in North American Datum 1983, State plane coordinate system with the units of measure being feet.

ARTICLE II FUNDING

- 2.1 In order for the Grantee to be reimbursed for the costs of acquiring land or interests therein pursuant to this Agreement, the Grantee shall submit to the Commission, through CRI, a copy of the following documents: 1) a fully executed contract of sale for the acquisition project, 2) any appraisal(s) prepared for the property, 3) a HUD settlement or equivalent thereof acceptable to the title company, 4) and such other documentation as the Executive Director of

the Commission finds reasonably necessary to demonstrate completion of the acquisition project and to substantiate the costs associated with such acquisition project.

- 2.2 Within 15 days of receipt of the documentation delineated in paragraph 2.1, the Commission shall pay the sum of \$_____ to the Grantee.
- 2.3 If the Grantee is unable to go to settlement on the acquisition project, which is the subject of this Agreement, absent receipt of funds hereunder prior to settlement, the Grantee may submit a written request to the Executive Director of the Commission for an advance of funding no later than sixty (60) calendar days prior to the proposed settlement date. Such request shall include a copy of an executed contract of sale to purchase the land or land interest, as well as notice of the proposed settlement date. Upon receipt of such request, and upon recommendation by CRI and approval of the P&I, the Commission shall forward the amount of funding provided under this Agreement to CRI, in the name of the Grantee, no later than fifteen (15) days prior to the proposed settlement date. Such funds shall only be provided by CRI to the Grantee at the time of settlement. In addition, the Grantee, through CRI, shall within fifteen (15) days of settlement, provide proof in accordance with paragraph 2.1 to the Executive Director of the Commission that settlement was completed. If settlement does not occur within thirty (30) days of the proposed settlement date, the funds shall be returned to the Commission.

ARTICLE III SUBSEQUENT TRANSFER

- 3.1 The Grantee may transfer any property acquired with funds provided pursuant to this Agreement, or subsequently convey any interest in such property to one or more of the organizations listed below. The consideration for such subsequent transfer or conveyance shall be nominal. If, however, the Grantee receives consideration in an amount equal to or more than the original acquisition costs for the subsequent transfer or conveyance, the Grantee shall refund the full amount received under this Agreement to the Commission. If the Grantee receives less than the original cost of acquisition, the Grantee shall refund to the Commission an amount equal to amount of consideration received for the subsequent transfer or conveyance times the percentage that the funds provided under this Agreement represented in the original acquisition.
 1. The U.S. Department of Interior, Fish and Wildlife Service;
 2. The New Jersey Department of Environmental Protection;
 3. The New Jersey Natural Lands Trust;
 4. One of the seven Pinelands Area counties;
 5. Any of the 53 Pinelands Area municipalities; or
 6. Any other qualified non-profit stewardship agency or organization approved in writing by the Commission.
- 3.2 Within 30 days of its receipt of any proceeds from the subsequent transfer or conveyance of lands or interests therein in accordance with paragraph 3.1, the Grantee shall notify the Commission of the amount of such proceeds and submit any required refund.

ARTICLE IV RECORDS AND AUDIT

- 4.1 The Grantee shall submit all records, materials, certifications, reports, and information in the form requested by the Commission.
- 4.2 The Grantee shall maintain complete and adequate financial records relating to the Project sufficient to allow the Grantee to prepare, in accordance with generally accepted accounting principles, financial statements of all costs incurred by the Grantee in furtherance of said project.
- 4.3 The Grantee shall provide the Commission, through any authorized representative, reasonable and practicable access to and the right to examine all records, books, papers or documents reasonably related to the project financed by this Agreement for a period of at least three (3) years after the completion of such acquisition project.

ARTICLE V INDEMNIFICATION

- 5.1 The Grantee shall, for itself, its successors and assigns, defend, indemnify, protect, and save harmless the State and the Commission and hereby releases the State and the Commission, their agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of any act, error, or omission of the Grantee, its agents, servants, employees in the performance of the land acquisition project funded under this Agreement. The Grantee shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim incurred in connection therewith and shall not settle or adjust such suit or claim without the written approval of the State or Commission as appropriate. If any judgment shall be rendered against the State or Commission for which indemnification is provided under this Paragraph, the Grantee shall, at its own expense, satisfy and discharge the same.
- 5.2 The State or Commission shall, as soon as practicable after a claim has been made against it arising out of the land acquisition project financed under this Agreement, give written notice thereof to the Grantee along with full and complete particulars of the claim. If the suit is brought against the State or Commission or any of their agents, servants or employees, the State or Commission shall expeditiously forward or have forwarded to the Grantee every demand, complaint, notice, summons, pleading, or other process received by the State, the Commission or their representatives.
- 5.3 It is expressly agreed and understood that any approval by the Commission pertaining to the land acquisition project funded under this Agreement shall not operate to limit the Grantee's obligations assumed in this section or in the other provisions of this Agreement. It is further expressly agreed and understood that the indemnification provided by the Grantee under this section does not extend to acts or omissions occurring with respect to a particular land or land interest purchased by the Grantee with funds provided under this Agreement at any time after the transfer to the State or a qualified organization of the land or land interests in accordance with Article III of this Agreement.

ARTICLE VI TERMINATION AND REMEDIES

- 6.1 The Grantee may unilaterally rescind this Agreement at any time prior to settlement on the property described in Schedule D.
- 6.2 The Commission shall have the right to terminate this Agreement in the event of default by the Grantee after providing fifteen (15) days written notice and reasonable opportunity to the Grantee to cure. Any one or more of the following events shall constitute a default by the Grantee:

- a. Non-compliance by the Grantee with the terms and conditions of this Agreement;
 - b. If any representation or warranty made herein or any certifications, appraisals, reports, financial statements, other information or documentation furnished in connection with this Agreement proves to be materially false or misleading; or
 - c. If the Grantee fails to observe and/or perform any covenant, condition, or requirement of this Agreement, and such failure continues for a period of 15 days after receipt by the Grantee of written notice by the Commission specifying the nature of the failure and requesting that it be remedied, or if by reason of the nature of such failure the same cannot be remedied within 15 days, the Grantee fails to proceed with reasonable diligence after receipt of notice to cure same.
- 6.3 In the event of default of this Agreement by the Grantee, the Commission may recover any funds that have been provided to the Grantee under this Agreement but not yet expended in the acquisition of the Project described in Schedule C and in addition to the recovery of such funds, the Grantee shall compensate the Commission for any additional costs, including attorneys fees, incurred by the Commission because of the default of the Grantee.
- 6.4 In addition to any other rights or remedies available to the Commission or the State pursuant to law or equity, in the event of default by the Grantee the Commission or the State may take one or more of the following actions:
- a. Issue a notice of default;
 - b. Withhold funds under this Agreement;
 - c. Order suspension of this project;
 - d. Terminate or annul the Agreement in accordance with the notice and cure provisions of Article VI of this Agreement; and
 - e. Demand immediate repayment in accordance with Section paragraph 6.3 of this Agreement of all funds advanced by the Commission but not expended by the Grantee under this Agreement.
- 6.5 No remedy herein conferred or reserved by the Commission or the State is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission by the Commission or the State in exercising any right or power accruing upon any default of this Agreement by the Grantee shall either impair any such right or power or be construed as a waiver thereof, but rather, any such right and power may be exercised from time to time and as often as the Commission or the State may deem expedient. In order to entitle the Commission or the State to exercise any remedy reserved to it in this section, the Commission or the State shall send a notice describing the default to the Grantee in accordance with paragraph 6.2.
- 6.6 In the event that the Grantee defaults under any of the provisions of this Agreement and the Commission or the State requires and employs attorneys or the services of the Attorney General's Office, or incurs other expenses for the collection of payments due or the enforcement or performance or observance of any obligation or agreement by the Grantee arising under this Agreement and the Commission or the State prevails in such collection or enforcement actions, the Grantee shall on demand pay to the Commission or the State the reasonable amount of attorneys fees and other expenses incurred by the Commission or the State.
- 6.7 This Agreement shall not be construed to require the Commission or the State to do any act whatsoever or exercise any diligence whatsoever to mitigate damages to the Grantee if any default occurs under this Agreement.

but not limited to the Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

10.6 Choice of Forum

Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the Commission and the Grantee arising out of, or relating to, this Agreement or the breach of this Agreement shall be decided in a court of competent jurisdiction within the State of New Jersey.

10.7 Succession: Binding Agreement

Except as otherwise set forth herein, all of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Grantee and the Commission.

10.8 Waiver

The waiver by either party of any breach of this Agreement shall not be construed as or deemed to be a waiver of any subsequent breach of the same or any other covenants, conditions, or terms of this Agreement.

10.9 Severability

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance or event is determined to be invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such term or provision to other persons or circumstances, shall not be affected and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

10.10 Good Faith Cooperation

The parties hereby specifically agree to cooperate in good faith in the execution of all duties and obligations under this Agreement and in the resolution of all disputes under this Agreement.

10.11 Signage and Publicity

Upon completion of the Project, Grantee agrees to post a permanent sign, which shall be erected and maintained by Grantee in a publicly visible location at the Project site. This sign will include a statement that says: "This property was permanently protected with the assistance of Pinelands Commission." This acknowledgement may also be incorporated in other signage which may be posted in a publicly visible location at the Project site, upon prior written consent of the Pinelands Commission.

Grantee shall acknowledge the financial assistance of the Pinelands Commission with the Project in all press releases, newsletters, website text, and other printed or audiovisual materials related to the Project, and shall provide the staff of the Pinelands Commission with an opportunity to review any such documents or materials in draft form before these documents are released to the general public.

ARTICLE XI
ENTIRE AGREEMENT

11.1 This Agreement, including all exhibits attached hereto, constitutes the entire Agreement between the Grantee and the Commission, and supersedes all previous communications, understandings, agreements or representations, either verbal or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on and as of the day and year first written above. This Agreement shall be executed

in at least four original copies of which one is to be delivered to Grantee and the remainder to the Commission.

New Jersey Pinelands Commission

Witnessed:

By: _____
Nancy Wittenberg, Executive Director
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

GRANTEE

Witnessed:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULES A and B
PRE-APPROVED ACQUISITION LOCATIONS
LAND ACQUISITION PROGRAM GOALS and GUIDELINES

The PLPC has established the following goals and guidelines for the Land Acquisition Program of the Pinelands Conservation Fund:

1. To permanently protect, through the purchase of land or interests therein, important natural, cultural, historic or agricultural resources of the Pinelands Area.
2. To focus preservation efforts on the following areas, in accordance with the following funding allocation recommendations:
 - a. Areas within Sub-Regional Plans Endorsed by the Commission (\$3 Million)
 - i. Tom's River Corridor Plan (\$1 Million) and the Southern Medford/Evesham Sub-regional Resource Protection Plan (\$2 Million), with priority to projects recommended in these Sub-regional Plans, or if not designated, in Preservation Area District, Special Agricultural Production, Agricultural Production and Forest Areas.
 - b. The 502 Target Areas and the remaining 18 Planning Areas (\$2.5 Million)
 - i. Priority to Elwood Corridor, Atlantic County
 - ii. Priority to projects in Preservation Area District, Special Agricultural Production, Agricultural Production and Forest Areas.
 - c. Contingency Areas (\$500,000)
 - i. Priority to projects in Preservation Area District, Special Agricultural Production, Agricultural Production and Forest Areas, and
 - ii. To supplement the first two categories for highly significant projects.
3. To make specific allocations and awards of funding based upon the recommendations of CRI for a specific amount of funding for each land or land interest acquisition project. Such recommendation shall be accompanied by a clear map of the parcel and an analysis of any supporting factors, including but not limited to the ecological, agricultural or historical importance of the parcel, cost in relation to the parcel's resource value, the presence or absence of sensitive ground or surface water resources, threatened or endangered species habitat, unbroken forest cover, or hazardous materials, waste or constituents or other contaminants, etc. In those instances where the recommendation for a specific acquisition project deviates from the maximum thirty three percent (33.3%) contribution from the Pinelands Conservation Fund provided in the Pinelands Commission Agency Request for Proposal RFP-06-0003, dated June 26, 2006, additional information regarding the unique or special circumstances warranting such deviation shall be provided to the PLPC at the time of the recommendation.
4. To maximize the cost effectiveness of land or land interest acquisitions by seeking acquisitions that involve monetary or land donations and, therefore, payments of less than Fair Market Value.
5. To give priority to acquisition projects that involve lands adjacent to existing preserved open space owned by a governmental agency or non-profit conservation organization.

SCHEDULE C
Description of Project

Project Description	
Project Name	
Acquisition Organization	
Location	
Block and Lot	
Acres	
Total Capital Acquisition Cost	
PCF Allocation	
PCF Grant	

Project Narrative:

Resource Values	
Natural Heritage Priority Sites	
Known T&E "Hot Spots"	
Ecological Integrity Assessment	
Prehistoric	
Historic	
Agricultural	
Proximity to Protected Lands	

Degree of Development Threat	
PCF Target Area	
Pinelands Management Area	
Zoning	
PDCs	
Adjacent Land Uses	

Financing	
Project Costs (Uses)	
Capital Acquisition Cost	
Due Diligence and Closing Cost	
Subdivision Cost	
TOTAL PROJECT COST	
Sources of Funding (Sources)	
Pinelands Conservation Fund Grant	
TOTAL SOURCES OF FUNDING	

SCHEDULE E

PREPARED BY

Signature

Typed or Printed Name

DEED OF CONSERVATION RESTRICTION

THIS INDENTURE dated _____, 201__

Made by:

(Name(s) and addresses of landowner(s))

(hereinafter referred to as GRANTOR);

In favor of The State of New Jersey, Department of Environmental Protection, a principle Department in the Executive Branch of the State of New Jersey, having an address at 401 East State Street, Trenton, New Jersey (hereinafter referred to as GRANTEE.)

This transfer is made for no monetary consideration.

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property known and designated as _____ on the tax map of _____ Township, _____ County of Ocean, State of New Jersey (hereinafter the "Property"), which property is described in the Exhibit A annexed hereto and incorporated herein by reference; and

WHEREAS, the Grantee is a principal Department of the Executive Branch of State Government charged with the responsibility to formulate comprehensive policies for the conservation of the natural resources of the state, including protection of threatened and endangered species and their associated habitat, the promotion of environmental protection and the prevention of pollution of the environment of the State (N.J.S.A. 13:1D-9); and

WHEREAS, the purposes of this Deed of Conservation Restriction include:

- a. that the Property will be retained in its natural, scenic, open and existing state, in perpetuity, subject only to the specific rights reserved to the Grantor herein;
- b. that the natural features of the Property will be respected and preserved to the maximum extent consistent with Grantor's exercise of the rights expressly reserved to Grantor herein;
- c. that the Property will be forever protected and preserved in its natural, scenic, open and existing state free from all activities that might damage, compromise or interfere with the ecological diversity, natural beauty or resource quality, or

with the natural processes occurring therein; and

- d. the prohibition of any use of the Property that will significantly impair or interfere with the conservation values of the Property or would be inconsistent with the provisions of the Pinelands Comprehensive Management Plan (the "Plan"), codified at N.J.A.C. 7:50.

WHEREAS, Grantor desires and intends to prohibit development activities in, on, and/or under the Property, in perpetuity, pursuant to the terms, covenants, conditions and restrictions set forth herein so that the Property will be protected and remain in its natural state; and

NOW THEREFORE, in consideration of the foregoing and the agreements, terms, covenants, conditions and restrictions contained herein, Grantor, for itself, its successors and assigns hereby declares that Grantor's Property shall be held, transferred, sold, conveyed, leased and occupied subject to the following covenants, conditions, obligations and restrictions hereafter set forth:

1. Except as specifically set forth herein, the following activities shall not be conducted, performed, or take place in, on or under the Property:
 - a. The construction, placement, building, installation, erection, assembly, manufacture, fabrication, alteration, enlargement, renovation or replacement of any building, structure; or pavement in, on, above or beneath the surface of the Property;
 - b. Any disturbance or alteration of the surface topography and natural features of the Property;
 - c. Clearing, cutting, destruction or removal of any tree cover, tree limbs, trees, shrubs, plants, vegetation or other plant material, except that (1) dead, fallen, diseased or infected tree limbs or other vegetation that poses a health or safety hazard may be trimmed or removed;
 - d. The planting of any invasive or non-native plant species;
 - e. Processing, storage, disposal, spreading, placing or dumping of refuse, rubbish, debris, dredge spoils, chemicals, hazardous materials, animal waste, fertilizers, herbicides, pesticides, fungicides, abandoned vehicles or other refuse or offensive materials;
 - f. Placement, installation, dumping, side casting of any soils or other substances or materials as fill or the stockpiling of soils or other substances or materials on the Property;
 - g. Use of the Property by automobiles, trucks, all-terrain vehicles, trail bikes, motorcycles, snowmobiles or other motorized vehicles;
 - h. Use of the Property for commercial or industrial uses;
 - i. Mining, quarrying, drilling, extraction, excavation, dredging, extraction or otherwise removing loam, peat, turf, soil, gravel, sand, coal, rock, mineral, petroleum, natural gas, or other natural resources from the Property; and
 - j. Other activities, uses, disturbances or development that could be detrimental to continuation of the Property in its natural state.
2. Grantor, for itself, its successors, transferees, or assignees, agrees to leave the Property unmolested and in their natural state.
3. Notwithstanding any provision of this Deed of Conservation Restriction, the Property may be utilized for:
 - a. fish and wildlife management purposes and low intensity recreational uses as defined at N.J.A.C. 7:50-2.11 (hereinafter "recreation uses") as may be permitted by the Pinelands Commission in its sole and absolute discretion, and subject to compliance with applicable local, county, state and federal laws, rules, regulations and ordinances;

- b. soil and water conservation practices or wetland management activities as may be necessary to preserve, enhance, create or restore habitat for plant or animal species and/or natural communities, provided that such practices and activities protect the conservation values associated with the Property, and provided further that these practices and activities are undertaken in compliance with all relevant federal, state and local laws and regulations, including the Plan. These practices and activities may include, but need not be limited to: the removal of vegetation which poses a health or safety risk; the removal of invasive or successional plant species; prescribed burning to reduce underbrush (the "fuel" for a fire), in areas that are prone to fire, or to defend against oncoming wildfire; the undertaking of ecological burning designed to preserve, enhance, create or restore habitat for specific plant or animal species and/or natural communities; and the preservation, creation, enhancement and management of the hydrological regime needed to sustain specific plant or animal species and/or natural communities;
 - c. forestry practices designed to: improve forest health; preserve or increase the ability of forested area to sequester carbon; comply with the requirements of a recognized carbon sequestration program; or preserve or enhance wildlife habitat for rare, threatened or endangered species, natural communities or Pinelands Native Forest Types. All such forestry practices shall comply with all relevant federal, state and local laws and regulations, including the Plan, and shall not result in more than five percent of the Property being cleared.
 - d. construct, maintain, improve, replace or repair bridges intended for occasional pedestrian use, paths and trails, fences, stiles, interpretive and directional signs and kiosks, and related and associated structures necessary for the public's recreation and conservation use, access, and convenience, in accordance with the Plan;
 - e. reconstruct, maintain, replace or repair any existing building or other structure on the Property which will be used for recreation or conservation purposes, including stewardship or management of the Property, in accordance with the Plan; and
 - f. impose terms, conditions, and restrictions upon the use of the Property which are in addition to, or more restrictive than, this Deed of Conservation Restriction, provided that any use of the Property will not substantially impair or interfere with the conservation values of the Property.
4. Grantor covenants that Grantor has done no act to encumber the Property other than impose this Deed of Conservation Restriction.
5. Grantor reserves to itself, its successors or assigns, all rights associated with ownership of the Property, including the right to engage in all uses of the Property not inconsistent with the terms, covenants, conditions, and restrictions of this Deed of Conservation Restriction and the requirements of the certified municipal land use ordinances and this Plan. Nothing contained herein shall be construed to interfere with the right of Grantor, its successors or assigns to utilize the Property subject to the terms and conditions of this Deed of Conservation Restriction.
6. Grantor, its successors, transferees, or assignees, shall not sell, lease, exchange, or donate the Property except to the State, federal government, a local government unit, or other qualified tax exempt, nonprofit organization. The Property shall remain subject to this Deed of Conservation Restriction after any conveyance.
7. To accomplish the purposes of this Deed of Conservation Restriction, the Grantor grants the Grantee and the Pinelands Commission, a special beneficiary to this Deed of Conservation Restriction, their employees, agents, representatives, successors, or assigns the following rights:

- a. To have access to and enter upon the Property at all reasonable times to inspect the Property and enforce the terms of this Deed of Conservation Restriction;
 - b. In addition to the exercise of any statutory or common law right, the right to enforce this Deed of Conservation Restriction by means of any remedy provided for herein or available at law or equity, including but not limited to, enjoining any activity on, or use of, the Property that is inconsistent with the purpose of this Deed of Conservation Restriction;
 - c. To require Grantor or third persons to restore the Property, or any portion thereof, as may be damaged by an inconsistent use or activity; and
 - d. To protect and preserve the Property, and in connection therewith, to determine the consistency of any activity or use for which no express provision is made herein with the purposes of this Deed of Conservation Restriction.
8. This Deed of Conservation Restriction may be amended only by written instrument duly executed by Grantor, Grantee and the Pinelands, their successors or assigns. Such modification shall not be effective until duly recorded with the Office of the Recorder of Deeds for _____ County, New Jersey.
 9. The terms and conditions of this Deed of Conservation Restriction shall be governed and construed in accordance with the laws of the State of New Jersey.
 10. This Deed of Conservation Restriction and all rights and obligations incidental thereto, whether expressed or implied, shall be construed to be a covenant running with the land and shall be binding upon and inure to the benefit and be enforceable by any successor, transferee, or assignee to the parties hereto.
 11. The terms of this Deed of Conservation Restriction may be enforced by any appropriate proceeding in law or equity in any Court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threat of violation or to recover damages and the failure or forbearance by any party benefited by these restrictions to enforce any covenant or restriction contained within this document or to exercise their rights hereunder in the event of any breach by the Grantor or any third persons for any period of time shall in no event be deemed a waiver or estoppel of the right thereafter to enforce the same or exercise a right hereunder
 12. This Deed of Conservation Restriction shall be recorded in the Office of the Recorder of Deeds for Ocean County, New Jersey and a reference to this Deed of Conservation Restriction shall be contained in a separate paragraph of any future deed, lease, or document of transfer or conveyance, or any other legal instrument including or affecting the Property described in Schedule A or any portion thereof. Grantor shall give written notice to the Pinelands Commission of any such transfer or conveyance of interest in the Property prior to or within ten (10) days following such transfer or conveyance. Such notice shall include the name and address of the Transferee of such interest. Grantor shall provide a copy of this instrument to all subsequent Transferees of an interest in any part or all of a Property. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Deed of Conservation Restriction or limit its enforceability in any way. Grantor shall not be responsible for the violation of the terms of this Declaration by third parties unless they are acting under the control or authorization of Grantor.
 13. Should any covenant or restriction herein contained, or any subsection, sentence, clause, phrase or term of this Deed of Conservation Restriction be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction, such a declaration shall not affect the validity of the remaining provisions which are hereby declared to be severable and which shall continue to remain in full force and effect.

14. The following exhibits are annexed hereto and shall form a part of this Deed of Conservation Restriction:

Exhibit A: Property Description

GRANTOR:

Attest"

By: _____

By: _____

Witness

GRANTOR

Dated: _____

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :

SS

COUNTY OF _____ :

BE IT REMEMBERED, that on the ____ day of _____, 201__, before me personally appeared _____, who being duly sworn on his oath, deposes and makes proof to my satisfaction that her or she is the _____ of the Grantor; that the execution and the making of this Deed of Conservation Restriction has been duly authorized by proper resolution of the Grantor, and the seal affixed to this instrument is such corporate seal of the Grantor; and that this Deed of Conservation Restriction was signed and delivered by _____, _____, as and for the voluntary act and deed of said Grantor, in the presence of the deponent.

(signature)

Signed and Sworn to before me on this ____ day of _____, 201__

Notary Public

My Commission Expires:

SCHEDULE F
APPRAISAL GUIDELINES

- A. The Grantee shall undertake appraisals on land or land interests in accordance with the following:
1. In undertaking fair market value (FMV) appraisals of lands or land interests, the Grantee shall contract with an appraiser who is included on the list of certified appraisers utilized by the Green Acres Program of the Department of Environmental Protection.
 2. The Grantee shall commission one FMV appraisal on all lands or land interests valued at Four Hundred Ninety Nine Thousand, Nine Hundred Ninety Nine Dollars and Ninety Nine Cents (\$499,999.99) or less. The Grantee shall commission two (2) independent FMV appraisals for all lands or land interests valued at Five Hundred Thousand Dollars (\$500,000.00) or more.
 3. In instances where Green Acres or comparable federal, state or county agency is charged with reviewing the appraisals and determining certified fair market value, the certified fair market value determined by such agency shall be used for the purposes of the Pinelands Conservation Fund. In instances where no such review is required to be conducted, and the two (2) FMV appraisals indicate values which differ by no more than ten percent (10%) of the value of the lesser appraisal, the midpoint between the two (2) appraisals shall be considered as the appropriate statement of the property's FMV for the purposes of the Pinelands Conservation Fund. Should the difference between the two (2) values exceed ten percent (10%) of the value of the lesser appraisal, or only one appraisal be required by this agreement, with no relevant federal, state, or county agency charged with certifying value, the PLP reserves the right, based upon the recommendations of CRI and its review of the appraisal(s) and the Grantee's justification of the proposed purchase price, to review and approve the proposed purchase price and to use that proposed purchase as the certified fair market value for the purposes of this Agreement, or to require that the Grantee submit the appraisal(s) at the Grantee's sole expense, to an independent, third party, DEP certified review appraiser, who shall determine certified fair market value for the purposes of this Agreement.
 4. The Grantee shall forward copies of all appraisals to CRI.
 5. All appraisals shall include a base map or documentation of land utilization factors, including fresh and tidal wetlands, riparian claims, steep slopes, municipal zoning and land use regulations, ownership, and legal/physical access.
 6. Where applicable, appraisals shall distinguish the residual value of State riparian lands or tidal claims. The value of said lands and/or claims shall be deducted from the consideration paid to landowners, in order to ensure that State-awarded funds are not used for the acquisition of land or land interests owned or held in trust by the State of New Jersey.