

Deed of Conservation Easement

DATE: May _____ 2003

GRANTOR: Haddon Township, New Jersey
GRANTEE: Haddon Township, New Jersey

This Deed of Conservation Easement is made this _____ day of May, by
The Township of Haddon, 135 Haddon Avenue, Westmont, a municipal corporation of the County of Camden, State of New Jersey, ("Grantor") and
The Township of Haddon, 135 Haddon Avenue, Westmont, a municipal corporation of the County of Camden, State of New Jersey, ("Grantee");

For Purposes of this Conservation Easement, the Grantor and Grantee will be referred to as the "Township."

PROPERTY: The property is subject to this easement shown on the Township Tax Map as Block 1303, Lot 1.01 and more particularly described by the metes and bounds description marked schedule A, attached hereto and made a part of this easement. The property is also commonly known as "The McArthur Tract". The Township acquired the property from VS Associates, Inc. by deed dated February 22, 2001 and was recorded in the Camden County Clerk/Register's Office on April 4, 2001 in Deed Book 5149, Page 229.

CONVEYANCE: The Township hereby creates a perpetual Conservation Easement over Township property presently known as The MacArthur Tract, and which is hereinafter referred to as the Property. The scope of this Conservation Easement is set forth in this agreement. The Township hereby waives any common law or statutory authority it may have to invoke the merger doctrine, and covenants hereby to maintain this Conservation Easement in

perpetuity.

1. PURPOSE:

A. This Conservation Easement assures that the Property will be perpetually preserved in a natural, scenic, historic, forested, condition for the gentle use, enjoyment, and appreciation by local residents and visitors, and for

the preservation of its biodiverse habitat for the benefit and protection of the flora and fauna that live there. The Conservation Easement is specially dedicated to the preservation of the MacArthur Tract, in its recognition as a unique old growth forest, whose integrity and preservation requires the preservation of the entire site.

The Purpose of this Conservation Easement is to protect the Property's natural resource and watershed values; to maintain and enhance its biodiversity; to retain a quality habitat for native plants and animals, and to maintain, enhance, protect and preserve the natural features of the Property. Any uses of the Property which may impair or interfere with these Conservation Values are expressly prohibited, unless otherwise permitted by this Conservation Easement.

B. The Township hereby commits to preserve the Conservation Values of

the Property. The Township agrees to confine use of the Property to

activities consistent with the Purposes of this Easement and the preservation of the Conservation Values. The force and effect of this instrument shall not be terminated in the event of a future assignment of this Conservation Easement to another entity. The creation of this Conservation Easement is expressly intended to benefit the general public in the interest of permanent open space preservation and the conservation of natural resources.

2. CONSERVATION VALUES: The Property possesses natural, scenic, historic, scientific, biological, aesthetic and ecological values of prominent importance to the Township and the public. These values are referred to as the "Conservation Values" in this Easement. The

Conservation Values include the following:

SCENIC VALUE:

- A. Preservation and protection of the aesthetic beauty of the trees and other features of the Property, whose natural character would be impaired by unrestricted human interventions and modifications to the natural habitat.
- B. Preservation of a scenic retreat with unique features , which Property offers its visitors restful recreation, and all the benefits of communing with nature, which enjoyment would be adversely compromised by unrestricted human interventions and modifications to the natural habitat.
- C. The Property affords local residents the benefit of a local refuge from surrounding built environments.
- D. The preservation of the Property in its natural state provides the Township with a unique environmental feature, attractive to both residents and tourists.
- E. The preservation of the Property provides the opportunity to preserve local biological diversity and ecosystem integrity as a counterpoint to increased local development activities in the built environment.
- F. There is a reasonable possibility that the Township may acquire other valuable property rights on nearby or adjacent properties, whereby it may elect to apply the Conservation Values in this Conservation Easement to other properties.

PUBLIC POLICY:

- G. The Property is preserved pursuant to public policies that acknowledge the inherent and selfevident public benefit of the preservation of the natural environment through conservation measures that protect and preserve natural ecosystems.

This Conservation Easement is intended to resonate with the hundreds of local, State and Federal legislative

initiatives that address the numerous beneficial aspects of implementing and enforcing environmental conservation measures and the positive values of responsible stewardship.

WILDLIFE VALUES:

- H. The Property is home to many hundreds of species of wildlife whose biodiverse lives interact to form the delicate and complex tapestry that is the web of life. An important intention of this Conservation Easement is to provide responsible stewardship that will protect and preserve the natural habitat that supports the wildlife who live in the MacArthur Tract.
- I. The Property provides vital corridor wetlands and upland wildlife habitats which serve as a connection for wildlife movement and create a natural greenway.

ECOLOGICAL VALUES - PRESERVATION OF NATURAL HABITATS:

- J. The Property contains significant natural habitat in which wetlands, wildlife, plants, trees, and the ecosystems which support them, thrive in a natural state.
- K. The Property is a natural habitat for all of its common and rare species of animals, plants, trees and other biodiverse life forms that are supported on the Property.
- L. The Property contains natural areas which represent high quality examples of old growth trees. Experts have estimated that among the older trees, some range in age from 178 to 335 years old. These old growth trees include the American Beech, Tulip Tree, Black Cherry, Red Maple; Oak trees of the varieties Chestnut, Red, White, and Willow; Black Gum, and Hickory trees. The MacArthur Tract is home to one of the oldest and largest American Beech trees in New Jersey, and to one of the largest Chestnut Oak trees known to exist in the Northeastern United States. Less than 1% of all remaining American forest is old growth, and this Property may be one of the four remaining old growth forests on the East coast, made even more rare by its existence in an otherwise built up area.
- M. A diversity of plant and animal life are found on the Property in an unusually broad range of habitats for a property of its size.
- N. The Property contains natural wetland areas that provide habitat for aquatic invertebrates, reptiles, amphibians, and aquatic and/or emergent vegetation.

- O. Valued native forest land exists on the Property, which includes diverse native species, and trees of many age classes and structural diversity, including a multi-story canopy, standing dead trees and downed logs.

WATERSHED PROTECTION:

- P. The Property provides important natural land within the local watershed, and its preservation contributes to the quality and quantity of surface runoff to the Newton Creek watershed. Protection of the Property in its natural and open space condition helps to ensure the quality and quantity of water recharge resources for the local area.

URBAN FOREST PROTECTION:

- Q. Urban forests remove carbon dioxide, sulfur dioxide, nitrogen dioxide, ozone, and other particulate matter from the air, breaking these gaseous and particulate pollutants down into less harmful molecules, via photosynthetic processes that take place in their leaf stomata. Trees convert carbon dioxide into breathable oxygen and, in the process, help to eliminate one of the largest contributors to greenhouse gases that accelerate global warming. Trees are the "lungs" of the natural ecosystem, cleaning, refreshing, and improving the ambient air quality through natural processes.

UNIQUE VALUE:

- R. In addition to all of the above values, several experts have remarked upon the uniqueness of the MacArthur Tract. One such expert, arborist Matthew Largess from Jamestown, Rhode Island, remarked that "This forest, to me, is one of the rarest forests in America, if not the world." And "This is a last remnant of what New Jersey looked like in the preColonial period. Its value is priceless, and its scientific information is limitless." [Reference: <http://www.southjerseynews.com/communities/camden/ca052302i.htm>; 5/23/02, Courier Post, Communities; Article: "Here, a last remnant of what NJ was in pre-Colonial times," by Eileen Sullivan].

Other experts have made similar remarks. The desire of the local residents to preserve the MacArthur Tract, for all of its unique as well as common splendors, has driven the creation of this Conservation Easement.

3. **BASELINE DOCUMENTATION:** Specific Conservation Values will be reflected in an ongoing inventory about the

property, which inventory shall be continuously updated and maintained by the Township and its Environmental Commission as a public record. The Baseline Documentation Report shall provide an accurate representation of the current status and condition of the Property, and shall be maintained as an ongoing record of its condition. The recordations shall begin with a comprehensive inventory of the present condition of the Property. The inventory shall thereafter consist of maps, a depiction and/or description of all existing human-made modifications, the identification and catalog of all prominent vegetation, flora and fauna, a land use history, an inventory of distinct natural features, photographs or other visual records of the site, and any other collections of data that will contribute to a comprehensive inventory of the Property.

The Haddon Township Environmental Commission shall maintain the most recent collection of documentation about the Property, and shall submit outdated or superseded records about the Property to the Township for archival filing.

The Environmental Commission has the authority to accept or reject descriptive or inventorial data, in exercise of its discretion in determining the accuracy and reliability of the data it receives. This documentation collection process shall be an ongoing aspect of the Property oversight, and shall not be terminated in the event of a future assignment of this Conservation Easement to another entity.

4. PROHIBITED ACTIONS. Any activity on, or use of, the Property which is inconsistent with the Purposes of this Conservation Easement or which is detrimental to the Conservation Values is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are expressly prohibited:
 - A. Division. Any division or subdivision of the Property is prohibited.
 - B. Commercial Activities. Any commercial activity on the Property is prohibited. De minimis commercial recreational activity may be permitted, subject to an appropriate petition to and approval by the Township and its relevant reviewing bodies.

C. Industrial Activities. Any commercial industrial activity on the Property is strictly prohibited.

D. Construction. The placement or construction of any human-made modification such as, but not limited to, structures, buildings, fences, roads, and parking lots is prohibited, unless otherwise permitted by this Conservation Easement. An exception may exist for approval of a structure that is intended to serve as an integral part of the Property's purpose, for example, something intended to enhance the educational appreciation of the Property. A proposal to create any such structure shall be reviewed by the Environmental Commission in a public forum, and shall be considered by all other appropriate Township bodies, for its suitability in size, shape, placement, environmental impact, aesthetic value, and in consideration of public input on the matter.

The creation and/or maintenance of appropriately reviewed and approved nature trails shall not be considered a human-made construction or modification.

E. Cutting and Removing Vegetation. Any cutting of trees or vegetation, including pruning or trimming, is prohibited, except for the cutting or removal of trees or vegetation which pose a threat to human life, or whose diseased condition threatens to damage other trees or vegetation on the property.

The Township's decision to remove any diseased trees or vegetation shall be made only after careful review and a consensus of the opinions of qualified professionals who are knowledgeable to address the matter. If there is a general consensus and agreement among qualified professionals on how to handle a situation involving diseased trees or vegetation, and concurrence by the Environmental Commission, the Township may act on these recommendations.

Should the proper handling of diseased trees or vegetation become a matter of credible and substantive controversy, then the Township's Environmental Commission shall be tasked by the Township to collect and review professional opinions, receive public comment on the matter, and issue its recommendation to the Township.

The type of diseased condition contemplated in this section does not include the natural dying processes of trees and vegetation that are part of the natural life cycle, but rather an invasive infestation of some type that poses a serious risk of harm to other vegetation and tress on the Property.

The removal of human made trash shall not constitute a removal of vegetation, so long as the removal of the trash does not require the removal of vegetation.

The removal of vegetation that is generally accepted by knowledgeable persons as being that of an invasive species, and the removal of non native vegetation that is deemed to be harmful to native species, shall be an accepted exception to the prohibition concerning the removal of vegetation, and such removals shall require the prior approval of the Environmental Commission. Such actions must be supervised by the Delaware River Keeper Network, or the Newton Creek Watershed Association, or some other organization with a primary environmental purpose, where that organization has received recognition by the Township of its status as a bona fide non-profit or volunteer organization, duly authorized to conduct such activity on the Property.

The Scouts, local Environmental Clubs, or any other volunteer group, person, or civic organization, must be accompanied by a knowledgeable supervisor in conducting any environmental activity on the Property.

The Township must be notified in advance of any environmental activities undertaken on the Property. The approval of the Township and its Environmental Commission must be obtained before undertaking any activity affecting the Property.

The specific concern of this provision is to prohibit any removal or remediation activity on the land by persons who may mean well, but who may not have a sufficient background or expertise to know what should and what should not be removed or remediated.

F. Land Surface Alteration. Any alteration of the surface of the Property is prohibited, except necessary remediation activities that obtain prior review and approval by the Township. Any unauthorized removal of topsoil, sand, gravel,

rock, peat or natural surface materials of any kind is prohibited. Any alteration of the land, for instance, the building of mounds for skate boarding or for any other kind of recreational activity, is strictly prohibited. (See "II" below, for additional related prohibitions, including a prohibition against skate boarding).

G. Dumping. Waste and unsightly or offensive material is not allowed and may not be accumulated on the Property.

H. Water Courses, Ground Water. Natural water courses, wetlands, or other bodies of water may not be altered. In addition, water from ground or surface sources may not be diverted. Measures necessary for erosion control may be taken provided that the proposed actions have been properly reviewed and authorized by the Township and its Environmental Commission for appropriateness, and so long as the actions taken are supervised by qualified Township personnel to minimize damage to the Property.

I. Vehicles, including Off-Road Recreational Vehicles. The use of motorized off-road vehicles such as, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles is prohibited. No vehicles, except those authorized by the Township as necessary for the maintenance of the Property, shall be permitted. No skate boards or in line skates or other forms of locomotion are allowed, except for baby strollers and wheel chairs and other such forms of personal transportation where the use of such apparatus is appropriately necessary.

The Township reserves the right to regulate bicycle use on the Property. Any regulation allowing for bicycle use must stipulate that the activity shall be restricted to paths specifically approved for such use. Any bicycling activity so regulated must comport with the Conservation Values, and be part of an overall Management Plan. (See Section 5.C., third paragraph, below).

J. Signs and Billboards. Billboards are prohibited. Signs are generally prohibited. The following signs, listed below, constitute possible

exceptions, and may be displayed on the Property, provided that the proposed signs receive the prior review and approval by the Township, its Environmental Commission, and any other appropriate personnel.

Signs must be appropriate in design and placement, so that the integrity and aesthetic quality of the Property is preserved, and so that the placement of such signs shall not harm the property. An appropriately reviewed and authorized sign may:

(1) State that the area is protected by a conservation easement.

(2) Announce the prohibition of any unauthorized entry or use.

(3) Identify natural features.

(4) Identify the area by name, including any designations it may acquire.

(5) Display information relevant to the history of the Property, its natural features, and any other historic and educational information of general interest to the visiting public.

K. Additional prohibited activities:

(1) Paint ball, the shooting of any guns, arrows, darts or projectiles of any kind;

(2) The hunting, capture, removal, disturbance, or harassment of any wildlife on the Property, and the infliction of any kind of harm to any animal. All wildlife and the homes of all wildlife on the Property shall not be moved, taken, disturbed, or relocated, nor shall wildlife be chased or pursued or interacted with in any way except to visually enjoy their presence.

(3) The removal of any kind of plant or vegetation is prohibited, in accord with Section 4.E. above. This prohibition includes the altering or disturbance in any way of any of the flora and fauna on the Property, without prior Township approval.

(4) All existing Township ordinances will be enforced, including those imposing limits on noise in public places, and those requiring that dogs be kept on a leash, and requiring the bagging and removal of dog excrement.

Township ordinances requiring that dogs be controlled on their leashes in public places,

and requiring the removal of dog excrement are of particular importance to the preservation of the Property due to the sensitive nature of new growth and vegetation.

Township ordinances placing restrictions on the intensity and duration of noise are of particular importance to the Property, making it possible for members of the community to benefit from the peaceful use and enjoyment of the Property.

(5) No smoking activities are permitted on the land. The consumption of alcohol is prohibited. Fireworks of any kind are prohibited. Campfires or use of fire in any capacity is prohibited. Cooking food by whatever means is prohibited on the Property.

(6) Proper maintenance of the Property requires that any food containers, paper or plastic bags, diapers, clothing, rags, newspapers, paper products or manufactured materials of any kind that are brought on to the property shall be taken away from the property, and are not permitted to be left behind as litter or to be buried on the Property.

No littering is permitted on the Property.

(7) The surface of the Property shall not be disturbed in any way, except for good cause, and only by personnel duly authorized by the Township, except as otherwise permitted in this Conservation Easement. (See Section 4.F. above).

5. RIGHTS RETAINED BY THE TOWNSHIP:

- A. This Conservation Easement shall Run with the Land: Any future conveyance of the Property will remain subject to the terms of the Conservation Easement, and the subsequent assignee or grantee will be bound by all obligations set forth in this instrument.
- B. The Right to Maintain and Replace Existing Structures. The Township retains the right to maintain and replace the existing infrastructure(s) as necessary, in substantially the same locations and in approximately the same dimensions in which they presently exist. Any expansion or replacement of the public utilities,

water, and sewer lines, or other incidents of infrastructure, may not be done in such a way as to substantially alter the character or nature of the Property.

Prior to the beginning of any activity involving necessary work on existing public utilities or sewer and water structures on the Property, the Township shall review the planned activities to insure that all action will be carried out in a way that maximizes the preservation of the Property, and minimizes any disruption or damage to its flora and fauna.

Plans to undertake activities on the Property involving the construction, maintenance, repair, or replacement, of above ground and/or below ground public or private utilities, including sanitary sewer and/or water lines, are subject to review and comment by the Township, its Environmental Commission, and other appropriate reviewing personnel which will recommend any less disruptive means that may be engaged to complete the work. The Township reserves the right to review and approve all proposed work activity on the Property.

C. Township activity on the Property: Prior to the beginning of the construction of any structure on the Property, the Township will submit such plans to the Township's Planning Board, Environmental Commission and other appropriate reviewing personnel for review and comment. Construction of structures on the property is strongly discouraged, and should only be considered where the nature and purpose of the structure provides a clear overall advantage to, and enhancement of, the use and enjoyment of the property, and where such construction can be shown to have only a de minimus adverse impact on the Property.

Any such structure must be compatible with the Purpose of the Conservation Easement, must contribute in a substantial way to the overall beneficial use and enjoyment of the Property, and do so in a way that does not damage or diminish the integrity of the Property.

Further, no such elective construction activity of any kind shall take place on the Property in the absence of an overall Management Plan for the Property, which, as of the adoption

of this Conservation Easement, does not yet exist. Such a plan shall include the inventory referenced in Section 3., above. A Management Plan specific to the MacArthur Tract shall provide, whether formally or informally, a more detailed subsection of the Township's Master Plan, and shall be consistent with the Master Plan.

A narrow exception to the process of obtaining prior review and approval shall be made for de minimus routine work conducted by authorized Township employees, such as routine inspections of existing conditions on the Property, where there is virtually no adverse impact to the land.

Township employees or independent contractors or agents of the Township assigned to work on the Property shall be sufficiently instructed by supervisory personnel as to what activities are and are not permitted on the Property, in order to preserve the integrity of the Property, and to minimize any adverse impacts caused by activity on the Property.

Details regarding any accidental damage done to the Property by Township employees or independent contractors or agents of the Township must be reported to the Township by anyone having knowledge of the damage. The purpose of the reporting requirement is to enable the Township to investigate the damage and plan for its remediation, to find ways to prevent a recurrence, and to help the Township keep as accurate a record as possible regarding the condition of the Property.

D. Permitted activities on the property:

Any activity on the Property that is intended to alter its present state in any way shall be carefully reviewed by the Haddon Township Environmental Commission. In its recommendation to the Township, the Environmental Commission shall consider whether the proposed activity comports with the provisions of the Conservation Easement, or whether the activity should be denied, or whether it might be modified to prevent or minimize any potential adverse impact on the Property. The imposition of this deliberative review process is intended to make any action on the property subject to careful review and

consideration.

Future activities that may be considered for their appropriateness of content, design, implementation, and effect on the Property may include such things as the creation or maintenance of foot paths, allowing small groups of supervised tours for educational purposes and for aesthetic enjoyment, the placement of appropriate minimal structures, such as benches or foot bridges, and the like.

The key consideration is that no construction action should be undertaken until that action has been thoroughly considered for its appropriateness, in keeping with the overall Conservation Values of this Easement. The rule of thumb for the Township, Environmental Commission, and others in a position to render input should be: When in doubt, refuse any action on the Property that may have a negative impact on the Property or diminish its overall integrity. Under no circumstances, shall any action be permitted that will in any way change the natural configuration of the forest, unless otherwise permitted by this Conservation Easement.

The Township reserves the right to make a future determination about the placement of appropriate trash receptacles on the Property. There are pluses and minuses to providing such receptacles on the Property, including the cost of providing, maintaining, and emptying the receptacles and other related considerations such as the aesthetic appearance of receptacles, their placement, and the impact of collected refuse on local wildlife.

The restoration of areas effected by human disturbance or natural causes is an allowed activity, subject to obtaining all prior requisite reviews and approvals in advance of such activity, as outlined in this section and elsewhere. Engaging in processes to propagate native species is an allowed activity, subject to obtaining all prior requisite reviews and approvals in advance of such activity, as outlined in this section and elsewhere.

At minimum, the Township approval process for activities such as restoration and propagation shall require a recommendation from the Environmental Commission to the Township in

support of such activity. Such activity, where recommended and approved, shall be subject to periodic review and reauthorization. These processes of review and recommendation are deemed necessary in order to exercise reasonable oversight of any environmental activities being conducted on the Property.

It is left to the good faith effort and common sense of the Township, its Environmental Commission, and other Township personnel, including support staff and administrators, to work out whatever reasonable processes and procedures may best accommodate all of the administrative details pertaining to this section or any other provision of the Conservation Easement. For example, determinations regarding how frequently approvals need to be reauthorized, and how the Township can best insure that all of the requisite records are appropriately gathered and maintained.

E. Emergencies: The Township reserves the right to take immediate action

on the Property in the event of a bona fide emergency, such as fire or flood, where such action is necessary to prevent or to mitigate an actual or imminent harm to the Property.

In non-emergent situations, the Township shall obtain the review and comment of its Environmental Commission and other appropriate professionals in the Township whose recommendations may be helpful in reducing or eliminating the adverse impacts of actions on the Property that are deemed to be necessary.

F. Adjacent properties: As a condition of Township approval for any work

done anywhere on any property adjacent to any land protected by the Conservation Easement, there must be placed clear demarcations, which shall not themselves be injurious to the Property, and which shall clearly indicate the boundaries of the Property.

The Township shall take special care to see that any activities it authorizes to take place on land adjacent to the MacArthur Tract, or near enough to the Property to have an impact on it, shall be reviewed with particularity to insure that no

activity shall be authorized that would adversely affect the environmentally protected integrity of the Property. Further, the Township shall use all of the Zoning and Planning Board rules at its disposal, as well as any ordinances or other legal and public policy bases necessary to proactively preserve the Property from any intrusions and degradations that emanate from outside its borders.

G. Augmentation of the Property: The Township reserves the right to acquire properties adjacent to the MacArthur Tract. The Township will determine whether such acquisitions shall be merged with the MacArthur Tract, and, should such property be merged, it shall become subject to all of the terms and conditions of this Conservation Easement. The legal description of any adjacent property acquired by the Township shall be incorporated and merged into the legal description of the present MacArthur Tract, so that it becomes legally described as one parcel of land.

H. Acquisition of easement rights: The Township, or its successors or assigns, reserves the right to accept the assignment of the conservation easement rights to adjacent properties, which acceptance will make those properties subject to all of the terms and conditions of this Conservation Easement.

6. RIGHTS OF THE TOWNSHIP AS THE GRANTEE:

A. Right to Preserve. The Township has the right to prevent any activity on, or use of, the Property that is inconsistent with the Purposes of this Conservation Easement, or that is detrimental to the Conservation Values of the Property.

B. Right to Require Restoration. The Township reserves whatever legal right it may have to require that individuals or entities who have damaged the Property be required to pay for its remediation. Any persons engaged in unauthorized activity that causes damage to the Property, or any persons engaged in authorized activity that is carried

out in a grossly negligent manner resulting in damage to the Property, may be subject to the Township's exercise of its lawful authority to demand that restitution be paid to remediate the damage. The Township retains the right to require restitution to pay for the costs of remediation from any persons whose criminal conduct results in damage to the Property. (Also, see Section 8.C. below).

- C. Signs. The Township has the right to place appropriate signs on the Property which identify the land as protected by this Conservation Easement. The number and location of any signs are subject to the Township's approval, and should be determined after careful review and consideration of the recommendations from the Environmental Commission and other appropriate Township entities whose input may be helpful. (See Section 4.J. for additional prohibitions and exceptions).

7. THE DELEGATION OF THE AUTHORITY TO MONITOR THE PROPERTY FOR COMPLIANCE, TO CONDUCT INSPECTIONS OF THE PROPERTY, TO MAKE RECOMMENDATIONS TO THE TOWNSHIP, AND TO TAKE APPROPRIATE ACTION TO PROTECT THE MACARTHUR TRACT:

Haddon Township shall delegate to the Haddon Township Environmental Commission the responsibility to conduct an annual inspection of the Property, or to oversee the conduct of such inspection, and the Environmental Commission shall initiate such additional monitoring of the Property as may be necessary in order to adequately monitor the Property for compliance with the provisions of this Conservation Easement.

This activity shall be taken as recommended by the Association of New Jersey Environmental Commissions, in its Environmental Commissioners' Handbook, Fourth Edition, at page 47. As therein stated, "The key to [conservation easement] enforcement is good records and regular, systematic and well-documented inspections. The easement restriction is only as good as the commitment to enforce its terms."

In accord, the Haddon Township Environmental Commission shall accept the helpful input from individuals and organizations in the community with regard to the ongoing status, upkeep, activities, and conditions on the Property, and shall initiate appropriate action and make timely recommendations to the

Township, where necessary, to preserve the Property, or to pursue enforcement of the provisions of this Conservation Easement.

The responsibility of easement monitoring by the Haddon Township Environmental Commission includes its charge to make recommendations to the Township. Such recommendations shall be based on the knowledge and expertise of the Environmental Commissioners, and on any outside professional expertise as may be sought by the Environmental Commission. The Environmental Commission shall make recommendations to the Township regarding remediations and restorations, or other actions, that may be necessary on the Property to preserve or restore its natural state insofar as is reasonably possible, or to better provide for its protection and oversight.

An evaluation concerning the management and condition of the MacArthur Tract shall be included in the Environmental Commission's annual report to the Township. The Environmental Commission shall hold a regular or special meeting to provide the public with an opportunity to comment on any matters of concern involving the MacArthur Tract. The Environmental Commission shall take the public's comments and concerns into account in drafting their annual report. The

Environmental Commission shall keep a record of all reported violations of the provisions of this Conservation Easement, and of all notices of alleged inappropriate actions or damaged conditions on the Property. The Environmental Commission is responsible for the ongoing management of data to thoroughly map and identify every significant environmental attribute of the Property. (See Section 3, above).

Should the Environmental Commission make recommendations to the Township concerning practical adjustments to administrative processes and procedures that would help facilitate the efficient management and oversight of this Conservation Easement, such administrative considerations may be instituted without the need to formally amend or adjust the terms of this instrument.

8. REMEDIES.

A. Delay in Enforcement. A delay in the enforcement of any part of this Conservation Easement shall not be construed as a waiver of the Township's right to exercise its discretion to enforce the

terms of this Conservation Easement.

B. Notice and Demand. Every adult resident of Haddon Township has standing to notify the Township of any known or suspected violation of any of the terms and conditions of this Conservation Easement, where that violation is related to actual physical damage to the Property.

If any adult resident of the Township determines that a violation, or a credible imminent violation, of this Conservation Easement is afoot, that resident may submit a written notice of the violation to the Township, giving detailed information specifically describing the alleged violation that has caused or that threatens to cause damage to the Property.

Should an adult person, not a resident of Haddon Township, seek to report a known or suspected wrong action or condition on the Property, the Township will make every effort provide an immediate, timely, efficient, prompt and courteous response to the non-resident for the purpose of obtaining the report. The Township shall initiate an appropriate internal procedure to effectuate the efficient collection and recording of all reports alleging damage or threat of damage to the Property.

The Township shall make a timely determination as to whether a reported situation is a matter requiring police response, or whether it appears that the proper responder may be personnel from Public Works, the Environmental Commission or some other Township professional.

The Township shall timely notify the Environmental Commission of all such notifications it receives concerning alleged incidents of violations of the Conservation Easement, and the Environmental Commission shall keep a record of such incidents and how they were responded to, as part of their general oversight and recordation responsibilities.

The Environmental Commission must timely notify the Township of any notifications it receives of alleged wrongful actions on the Property. The Township and the Environmental Commission shall seek to work cooperatively in coordinating communications about such violations, sharing information, and coordinating efforts to

make a timely and proper response to such incidents. The Environmental Commission shall keep a record, available to the public, about the nature of alleged incidents in violation of the Conservation Easement, and what action was taken in response to the matter.

C. Response by the Township: The Township reserves the right to seek an injunction to enjoin any activity on the Property which threatens to damage the Property. The Township reserves the right to seek all reasonable litigation costs and reasonable attorney's fees, and all costs of any corrective action taken to remedy damage done to the Property. (Also, see Sections 8.E and 8.F, below).

D. Response by Haddon Township Environmental Commission:

It shall be the task of the Environmental Commission to receive and respond to complaints and notices of violation concerning the Conservation Easement of the Property. The Environmental Commission shall seek whatever advice is needed to determine the validity of the complaint, the seriousness of the alleged violation, and whether it is a matter that the Environmental Commission can address, or whether outside authorities might be needed to fully respond to the situation. Notices alleging criminal activity shall be forwarded to the police.

The Environmental Commission may consider whether to recommend that the Township codify the substantial provisions of the Conservation Easement. Should such an ordinance be created, the substantive terms and conditions of this Conservation Easement shall be incorporated into it by reference or by express inclusion.

E. Preference for Mediation in the Resolution of Disputes:

Should a dispute arise between a local organization, or local residents, and the Township over the enforcement of the terms and conditions of this Conservation Easement, the process of resolving the dispute shall be as follows:

(1) The submission of a detailed written account

of the matter in dispute shall be made to the Township. The Township shall distribute copies of the submission to the Township's Environmental Commission and to others in the Township whose involvement may be helpful;

(2) The Township shall have 45 days to either act on and resolve the alleged matter, or to provide the submitter with a status report on the actions being taken by the Township to resolve the matter. The Township may request additional information from the submitter or from others who may be helpful in resolving the matter, and may take steps to arrange whatever meetings may be helpful to reach a resolution.

(3) Should the process of dispute resolution hit an impasse, the Township and submitter should then avail themselves of the services of a professional mediator in order to obtain as time and cost effective a resolution as possible.

F. Mediation:

Every resident has legal standing to petition the Township to enforce the provisions of this Conservation Easement. Upon proper notification, whose process is noted elsewhere, the Township and parties necessary to resolve the dispute, should try to reach a resolution informally, by face to face meetings, or by other effective means of communication. If no such informal resolution process is possible, or if it is unlikely to result in a resolution, then the parties should mutually agree upon the selection of a professional mediator to hear the matter. If no agreement can be reached regarding the designation of a mediator, then both parties shall make a joint and timely application to court of proper jurisdiction to obtain the appointment of a professional mediator.

The mediation process is not intended to provide a forum or process for challenging the terms and conditions of the Conservation Easements. Its purpose is to provide a process for resolving allegations of violations of the terms and conditions of the Conservation Easement where those violations are alleged to have resulted in actual physical damage to the Property, or where such allegations pertain to an ongoing threat of damage to the Property.

No party shall be required to continue with the

mediation process beyond 90 days from the date of the designation of the mediator, or where the mediator concludes that there is no reasonable likelihood that the parties will reach resolution. The judicial process remains as a last resort to all who seek a redress of their grievances and complaints.

Officials of the Township hold a public trust to administer the affairs of the Township for the benefit of the highest good of the entire community. The Township must make difficult decisions regarding the allocation of limited time and resources to address the needs of the entire community. In this regard, caution and common sense should influence any decision to initiate a formal dispute resolution process. Such measures should be undertaken only after informal measures to resolve the matter have failed, or where other

less time consuming and contentious approaches have proven unproductive.

By acting in good faith, with mutual respect, and with personal maturity, many disputes can be resolved amicably, for the greater good of the community.

It should be remembered in the institution of any complaint process that the primary purpose of this Conservation Easement is to protect the MacArthur Tract from damage, and to preserve it in its natural state.

G. Cumulative Remedies. The preceding remedies are cumulative. Any, or all, of the remedies herein may be invoked by the Township or appropriate person if there is an allegation of an actual or threatened violation of this Conservation Easement. The Township reserves the right to avail itself of the judicial process should less formal, extra judicial means of dispute resolution prove to be either inappropriate or otherwise unproductive. (Also, see Section 8.C above).

9. COSTS OF ENFORCEMENT. All reasonable costs of enforcing the provisions of the Conservation Easement shall be borne by the Township. The Township reserves the right to recover costs of any remediations made necessary by the unauthorized and/or negligent actions by individuals or entities whose actions caused damage to the Property. (See Section 6.B., above).

The township reserves the right to adopt future ordinances related to fines and penalties for violations of the terms and conditions of this

Conservation Easement. (See related Section 8.D., second paragraph, above).

10. NOTIFICATION PROVISION. The Township is entitled to 45 Days written notice whenever its approval is sought for any activity on the Property under this Conservation Easement. Where appropriate, the Township shall request the review and comment of the Township's Environmental Commission and any other advice that may be appropriate before responding to the request or inquiry. The requested activity has a one year approval limit, and must be reapplied for in order to be continued, unless the activity is of an inherently ongoing nature, such as a public maintenance activity.

11. CONSERVATION EASEMENT REQUIREMENTS UNDER UNITED STATES TREASURY REGULATIONS, IF SO ASSIGNED.

The Township reserves the right to assign the Conservation Easement to a qualified non-profit 501(C)(3) organization that has a primarily conservation purpose, pursuant to the Internal Revenue Code, as amended at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c), 2055, and 2522, and under Treasury Regulations at Title 26 C.F.R. § 1.170A14 et seq, as amended.

Should any such assignment occur, the terms and conditions of this Conservation Easement shall be incorporated into the organization's management authority on the Property, without need for additional recourse for approval from the Courts or other authorities.

The Township shall make a good faith effort to engage in a thoughtful review and comment process, to consider the assignment of all or part of this Conservation Easement, or its management, to a qualified non-profit 501 (C) (3) organization, or to an other qualified person, entity, or organization, whose primary purpose is conservation.

The good faith effort shall include a public hearing on the matter for the purpose of obtaining input and recommendations about qualified 501(c) (3) organizations or otherwise qualified persons, entities or organizations who can accept assignment of a Conservation Easement, or its management. The public meeting shall be held by the Township or its Environmental Commission.

This good faith effort shall be made on at least a biannual basis, and may cease once an assignment has been made to

convey the Conservation Easement or its management to an appropriate entity.

Should relevant regulations or operation of law allow assignment of all or part of the Conservation Easement to a qualified assignee, the Township reserves the right to create an appropriate process for performance review and evaluation. The Township reserves the right to continue, modify, discontinue or suspend the activities of an assignee. The reservation of authority by the Township, in this paragraph, may be rendered null and void should the Township exercise its authority to transfer the Conservation Easement to an irrevocable assignee.

If the Township should transfer, delegate, or assign any or all of the activities, management or control of the Property related to the Conservation Easement to any person group or entity, the Township reserves the right to pursue whatever rights of review, evaluation, retention, renewal, removal and dismissal it may have under the laws of the State of New Jersey.

12. CESSATION OF THE EXISTENCE OF A QUALIFIED NON-PROFIT ASSIGNEE.

If the Township should assign the Conservation Easement to a qualified non-profit organization, and should that organization then cease to exist, or if it fails to remain a qualified organization for purposes of Internal Revenue Code Section 170(h)(3), or if it is no longer authorized to acquire, hold, and/or manage conservation easements, then this Conservation Easement may become vested in another entity through a reassignment process conducted by the Township, in accord with the process announced in Section 11., above.

13. OWNERSHIP COSTS AND LIABILITIES. In establishing this Conservation Easement, the Township acknowledges its ongoing responsibility, as the owner, to fulfill its obligations including the costs, liabilities, and insurance related to the Property.

14. TERMINATION, AND THE IMPACT OF TERMINATION SHOULD A QUALIFIED NON-PROFIT HOLD THE CONSERVATION EASEMENT. This Conservation Easement may be extinguished only by an unexpected change beyond the control of the Township, or that of any subsequent Owners. Such an incident must be one that leaves the Property in so catastrophically damaged a condition that it causes it to be impossible to fulfill the purpose of the Conservation Easement.

Should such subsequent circumstances render the Purposes of this Conservation Easement impossible to

fulfill, then this Conservation Easement may be partially or entirely terminated, and such a determination can only be rendered through judicial proceedings by a court of competent jurisdiction.

A fire on the property shall not be an adequate reason to terminate this Conservation Easement. This section contemplates some massive contamination or other such occurrence that cannot be reasonably expected to be remediated.

Should such a termination be ordered, and if the Property is managed by a qualified non-profit organization at that time, that organization would be entitled to compensation in accordance with the provisions of IRC Treasury Regulations Section 1.170A14(g)(6)(ii).

15. LIBERAL CONSTRUCTION. This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property.
16. NOTICES. For purposes of this Conservation Easement, notices may be provided to the Township Clerk by personal delivery or by mailing a written notice to the Township by First Class mail.
17. SEVERABILITY. If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.
18. SUCCESSORS. This Conservation Easement is binding upon, and inures to the benefit of, the Township's successors in interest. All subsequent Owners of the Property are bound to all provisions of this Conservation Easement to the same extent as the Township.
19. TERMINATION OF RIGHTS AND OBLIGATIONS. A party's future rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.
20. NEW JERSEY LAW: This Conservation Easement shall be construed in accordance with New Jersey Law.
21. CONSTRUCTION: Nothing in this Conservation Easement shall be construed to preclude any beneficial opportunities for the MacArthur Tract to receive designation on any state or federal historic site or registry, nor shall the

creation of this Conservation Easement be interpreted in any way that disqualifies the Property from receiving grant monies or monetary contributions for its benefit from any source.

Words in this instrument shall be construed to convey their plain meaning. Where the meaning of a term of art, or a specific word, or a particular phrase is in question, the words shall be given their most generally accepted and common sense interpretation. No individual word or phrase shall be understood to contradict the overall and repeated intent of this Conservation Easement, which is to provide every reasonable protection for the MacArthur Tract, so that it may survive in its natural state in perpetuity.

22. CAPTIONS: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

23. ENTIRE AGREEMENT. This Conservation Easement sets forth the Township's entire agreement concerning the terms and conditions for the protection of the MacArthur Tract. The Township may initiate whatever additional routine administrative procedures are necessary to facilitate the effective implementation of the provisions in this Conservation Easement. (See the last paragraphs of Section 7, and of Section 5.D.)

24. RECORDATION: The Township shall record this instrument in a timely fashion in the appropriate office of recordation, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement. The Township shall maintain several copies of this document on file for review by the public, and shall provide a (1) copy of this document to any resident so requesting it for a nominal photocopying fee.

25. PUBLIC ACCESS: This Conservation Easement shall be made available to the public in hard copy (See Section 24, above), and also by way of a link on the Township's official Internet web site. The Conservation Easement should be posted in an electronic format that does not permit its alteration.

THIS DEED OF CONSERVATION EASEMENT REFLECTS THE INPUT OF MANY PEOPLE WHO LOVE THE TREES. IT WAS DRAFTED BY KATHLEEN V. HOGAN, ESQ.. IN WITNESS WHEREOF THE GRANTOR AND GRANTEE SIGN THIS DEED OF CONSERVATION AS OF THE DATE AT THE TOP OF THE FIRST PAGE.

Attested by: TOWNSHIP OF HADDON

By:

DENISE WHITE, Clerk
WILLIAM J. PARK, JR. Mayor ñ GRANTOR

Attested by: TOWNSHIP OF HADDON

By:

DENISE WHITE, Clerk
WILLIAM J. PARK, JR. Mayor ñ GRANTEE

STATE OF NEW JERSEY, COUNTY OF CAMDEN SS.:
I CERTIFY that on _____, 2003

Denise White personally came before me and stated to my satisfaction that:

- (a) this person was the subscribing witness to the signing of this deed of Easement;
 - (b) this deed was signed by WILLIAM J. PARK, JR. who is the MAYOR of THE TOWNSHIP OF HADDON the entity in this deed was fully authorized to and did execute this deed on its behalf;
 - (c) this deed was made for \$1.00 as the full and actual consideration paid on behalf of the transfer of title. Such consideration is defined in N.J.S.A. 46: 15-5.); and
 - (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.
-

RECORD AND RETURN TO:

HADDON TOWNSHIP LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Haddon, County of Camden and State of New Jersey being more particularly described as follows: BEGINNING at a concrete monument in the Southerly right-of way line of Mac Arthur Boulevard, 66 feet in width, where the same is intersected by the Westerly line of lands of the

Township of Haddon Water Works; thence from said place of beginning

1. South 08 degrees 01 minutes 47 seconds West, along the said Haddon Township of Water Works line and along the rear line of Lots 9 and 10 block 13.03, 514.80 feet to a concrete monument; thence
2. North 89 degrees 19 minutes 14 seconds West, along the Northerly line of lands of Paul VI High School (Diocese of Camden), 1,251.65 feet to a point; thence
3. North 20 degrees 34 minutes 00 seconds West 384.09 feet to a drill hole in an entrance drive side walk; thence
4. North 36 degrees 49 minutes 42 seconds 236.13 feet to a drill hole in the aforementioned side walk and in the Southerly right-of-way line of the said Mac Arthur Boulevard; thence
5. Easterly, along the Southerly line of Mac Arthur Boulevard, a curve, bearing to the right, whose radius is 1,326.53 feet, an arc distance of 455.08 feet to a point at the corner of the Haddon Township well lot (Lot 5); thence
6. South 01 degrees 02 minutes 40 seconds West, along the radial line of the said well lot, 50.00 feet to a concrete monument; thence
7. North 89 degrees 57 minutes 52 seconds East, along the said well lot, 51.88 feet to a concrete monument; thence
8. North 01 degrees 06 minutes 55 seconds West, along the Easterly line of the well lot 50.00 feet to a concrete monument in the Southerly line of Mac Arthur Boulevard; thence
9. Easterly, along the Southerly line of Mac Arthur Boulevard, a curve, bearing to the left, whose radius is 1,326.53 feet, an arc distance of 25.68 feet to a concrete monument at the point of tangency of the said curve; thence
10. North 87 degrees 46 minutes 32 seconds East, along the Southerly line of MacArthur Boulevard, 797.07 feet to the point and place of BEGINNING.

COMMONLY KNOWN AS: Mac Arthur Boulevard, Haddon Twp., NJ.
ALSO KNOWN AS Lot 1 .01 in Block 13 .03 on the Township of Haddon Tax Map.