

Prepared by:

Lewin J. Weyl
Deputy Attorney General

CONSERVATION AND MAINTENANCE AGREEMENT

In consideration for the approval by the Delaware and Raritan Canal Commission of the State of New Jersey, of the storm water management plans for a certain project located within the Delaware and Raritan Canal State Park Review Zone proposed by _____, the owner/contract purchaser (circle one) (hereinafter “the Owner”) of the property upon which the project will be located, has granted to the Commission a Conservation and Maintenance Easement to insure that the required storm water management facilities are maintained in accordance with Commission regulations. In relation thereto, the parties agree as follows:

1. _____, a corporation/partnership/individual (circle one) of the State of _____, with its principal office/residence (circle one) in the State of _____ located at _____, is the owner/contract purchaser (circle one) of the lands in the Township of _____, _____ County, more particularly known as Block(s) _____, Lot(s) _____, on the tax map of the Township/County of _____ which lands are located at _____ (street address) (subject property).

In connection with a project proposed to be located on the subject property, Owner has submitted to the Delaware and Raritan Canal Commission its plans for the construction and installation of storm water management facilities upon the premises in order to comply with the Commission’s review zone regulations. These plans are contained in certain documents filed with the Commission as more particularly identified in the staff report by the Commission dated _____, a copy of which report is attached hereto and made a part hereof.

2. On _____ 20____, pursuant to the _____ 20____ Staff Report recommending application number _____, which includes the plans entitled “ _____ ”, prepared by _____, dated _____, and revised through _____, the Commission approved the above project application, and as a condition of its approval, the Commission required the applicant to insure that the storm water management facilities are maintained in a manner that will provide for their compliance with the standards and criteria enumerated in the Delaware and Raritan Canal State Park review zone regulations (in force at the time of the start of construction of the stormwater management facilities).

3. The Owner hereby agrees to properly maintain the storm water management facilities to insure said facilities function and to protect them from degradation or removal in accordance with the Delaware and Raritan Canal State Park review zone regulations in force as of this date and as set forth in the approved engineering plans dated _____. In the event that the Owner fails to comply in any respect in this obligation, Owner agrees, upon notification from the Commission, that the Commission shall have all of the rights and remedies afforded it by law for the enforcement of this conservation and maintenance easement agreement including the right to specifically enforce the same, and it further agrees that Owner, provided it is not in compliance, will remain liable for the cost of such proceedings as well as the cost and expenses incurred by the Commission relating to any required maintenance of the storm water management facilities performed by the Commission.

In this connection, Owner agrees that the Commission, its agents, servants, and employees, subject to forty-five (45) days prior notice to Owner are hereby given access to that portion of the subject property affected by the storm water management facilities for the purpose of cleaning, repairing, and maintaining the approved storm water management facilities to insure these

facilities comply with the standards and criteria of the review zone regulations as now in effect and the approved plans. Prior to the commencement of any proceedings to enforce this agreement and prior to incurring any cost or expenses for which the Owner assumes liability, the Commission will give the aforementioned forty-five (45) days notice to Owner of its intention to so proceed or to incur such expenses and will afford the Owner this time to remedy any defect or deficiency relating to the condition of the storm water management facilities. Notwithstanding the foregoing, the Commission shall be entitled to enter or to have its agents enter immediately or as necessary to abate any emergency or nuisance. The rights granted herein to the Delaware and Raritan Canal Commission of the State of New Jersey do not include the right to alter any buildings on the property and to disturb the use thereof other than for the purpose of cleaning, repairing and maintaining the approved storm water management facilities contained thereon to insure their compliance with the standard and criteria of the review zone regulations and/or the approved plans.

4. This agreement is binding upon the Owner, its heirs, successors, and assigns; it shall be construed as an easement running with the land and shall be binding upon any person to whom title to the subject property is transferred as well as upon the heirs, successors and assigns of all such persons. Notwithstanding anything contained herein to the contrary, the parties hereto acknowledge and agree that the responsibilities and obligations of the owner as set forth herein are personal to _____, as long as he holds title to the subject property.

Upon passage of title from _____, the responsibilities and obligations hereunder shall pass to the then title holder of the subject property.

5. Any written notice to Owner shall be directed to them as follows:

Any written notice to the Delaware and Raritan Canal Commission of the State of New Jersey

shall be directed to them at:

Delaware and Raritan Canal Commission
33 Risler Street, Prallsville Mills
P.O. Box 539
Stockton, NJ 08559-0539

6. Owner agrees to record this Conservation and Maintenance Easement and provide the Commission with evidence of same.

IN WITNESS WHEREOF, the applicant has caused these presents to be duly executed and acknowledged, this ____ day of _____, 20____.

ATTEST:

Owner/Contract Purchaser

BY: _____
Name:
Title:

Name:
Title:

Executed and acknowledged by the Canal Commission this ____ day of _____, 20____.

ATTEST:

DELAWARE AND RARITAN
CANAL COMMISSION OF THE
STATE OF NEW JERSEY

BY: _____

Ernest P. Hahn
Executive Director