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PINELANDS COMMISSION
15 Springfield Road
New Lisbon, NJ 08064

Attention: Ken Carter

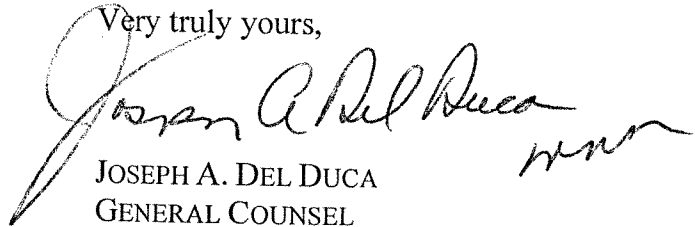
Re: **Stafford Park - Landfill**
Stafford Township, Ocean County, New Jersey

Dear Ken:

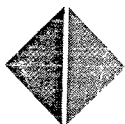
Pursuant to your request, enclosed are two copies of the recorded Declaration of Covenants and Restrictions for the landfill.

If you have any questions or need anything additional, please let me know. Thank you for your consideration.

Very truly yours,


JOSEPH A. DEL DUCA
GENERAL COUNSEL

JAD:mmr
Enclosures



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750 - 63362 LK

RETURN TO:
CONGRESS TITLE
P.O. Box 5479
Ecclesley Pavilion East
Clergy Hill, NJ 08034

Prepared by: Karen Taylor-Lewis
Karen Taylor-Lewis, Esquire

DECLARATION OF COVENANTS AND RESTRICTIONS (11b)
(LANDFILL)

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made on the 7th day of December, 2006 by the TOWNSHIP OF STAFFORD, a body politic with its municipal office located at 260 East Bay Avenue, Manahawkin, New Jersey ("Grantor").

WITNESSETH:

WHEREAS, Grantor is the owner of Block 25, Lot 93, Block 13. Lots 22.01 and 68, as designated on the Stafford Township Tax Map ("Grantor's Property") and depicted on the Lot Consolidation-Subdivison Plan prepared for The Stafford Business park by Thomas J. Ertle & Associates dated June 21, 2005, last revised on November 27, 2006 and intended to be filed in compliance with all provisions of the New Jersey Map Filing Law, N.J.S.A. 46:23-9.9, et. seq. in the Ocean County Clerk's Office on or about the date hereof; and

WHEREAS, Grantor, Ocean County ("County") and the New Jersey Pinelands Commission ("Commission") have entered into a Memorandum of Agreement dated June 28, 2006 (the "MOA") with respect to the implementation of the following plans: 1) the Major Landfill Waste Disruption Approval Report and Request for Beneficial reuse Approval for the Old Stafford Township Landfill (commonly referred to as the "Old Landfill") and the Landfill Closure Report for the Stafford Township Sanitary Landfill (commonly referred to as the "New Landfill") (collectively the "Closure Plans") and 2) "Redevelopment Plan for the Stafford Business Park" adopted by the Mayor and Town Council of Stafford on November 1, 2005 by Ordinance No. 2005-102, as amended from time to time (the "Redevelopment Plan"); and

WHEREAS, Grantor's Property is located within the Stafford Business Park ("Business Park"); and

WHEREAS, the Redevelopment Plan calls for, inter alia, the closure of both the Old and New landfills located on the Business Park site in accordance with applicable law in order to protect the surface waters, groundwaters, and other resources of the Pinelands; and

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WHEREAS, the landfills will be closed in accordance with the requirements of the Closure Plans as approved by the New Jersey Department of Environmental Protection; and

WHEREAS, the Commission has determined that implementation of the Landfill Closure and Redevelopment Plans will result in adverse impacts on wetland buffers, on the survival of two (2) local populations of threatened or endangered plants and on habitats that are critical to the survival of two (2) local populations of threatened or endangered animal species; and

WHEREAS, in order to provide an equivalent level of protection of the resources of the Pinelands, Grantor has agreed to deed restrict those portions of the Grantor's Property more particularly shown in cross hatch on that certain Lot Consolidation-Subdivision Plan prepared for The Stafford Business park by Thomas J. Ertle & Associates dated June 21, 2005, last revised on November 27, 2006 and intended to be filed in compliance with all provisions of the New Jersey Map Filing Law, N.J.S.A. 46:23-9.9, et. seq. in the Ocean County Clerk's Office on or about the date hereof (the "Restricted Area") against future development; and

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

WHEREAS, the purposes of this Declaration of Covenants and Restrictions include:

- a. that the Restricted Area that is the subject of this Declaration of Covenants and Restrictions be protected 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 Restricted Area shall be respected and preserved to the maximum extent consistent with Grantor's exercise of the rights expressly reserved to Grantor by the terms of this Declaration of Covenants and Restrictions; and
- c. that the Restricted Area 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;

NOW THEREFORE, in consideration of the foregoing and the agreement, terms, covenants 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 Restricted Area may not be developed in any manner whatsoever and shall remain in its natural condition. The term "developed" shall include, but not be limited to, the following activities:

- 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 Restricted Area;
- b. Any disturbance or alteration of the surface topography and natural features of the Restricted Area;
- c. Clearing, cutting, destruction or removal of any tree cover, tree limbs, trees, shrubs, plants, vegetation or other plant material, except that 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 Restricted Area;
- g. Use of the Restricted Area by automobiles, trucks, all-terrain vehicles, trail bikes, motorcycles, snowmobiles or other motorized vehicles;
- h. Use of the Restricted Area 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 Restricted Area; and
- j. Other activities, uses, disturbances or development that could be detrimental to continuation of the Restricted Area in its natural state.

2. Notwithstanding the above, the Restricted Area may be disturbed solely to permit the construction, installation, maintenance and repair of the following: (i) storm water basins associated with the landfill closure; (ii) the landfill cap; (iii) access roads related to the landfill closure and (iv) the proposed 15' wide access road to the compost and chipping areas all in accordance with the terms of the MOA, the Closure Plans and such other plans as maybe approved by NJDEP and the Commission and subject to compliance with applicable local, county, state and federal laws, rules, regulations and ordinances. Once implementation of the Closure Plans is completed, the Restricted Area,

with the exception of the area utilized for the construction of stormwater basins, shall be graded and revegetated with native Pinelands vegetation;

3. Grantor, for itself, its successors, transferees, or assignees, agrees to leave the Restricted Area unmolested and in their natural state.

4. To accomplish the purposes of this Declaration of Covenants and Restrictions, the Commission, their respective employees, agents, representatives, successors or assigns the following rights:

a. To have access to and to enter upon the Restricted Area at all reasonable times for the purpose of inspecting the Restricted Area in order to enforce and assure compliance with the terms and conditions herein contained;

b. In addition to the exercise of exercise of any statutory or common law right, the right to enforce this Declaration of Covenants and Restrictions 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 Restricted Area that is inconsistent with the purpose of this Declaration of Covenants and Restrictions;

c. To require Grantor or third persons to restore the Restricted Area, or any portion thereof, as may be damaged by an inconsistent use or activity; and

d. To protect and preserve the Restricted Area, 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 Declaration of Covenants and Restrictions.

5. This Declaration of Covenants and Restrictions may be amended only by written instrument duly executed by Grantor, the Commission and the County, their respective successors or assigns. Such modification shall not be effective until duly recorded with the Office of the Recorder of Deeds in and for Ocean County, New Jersey.

6. The terms and conditions of this Declaration of Covenants and Restrictions shall be governed and construed in accordance with the laws of the State of New Jersey.

7. This Declaration of Covenants and Restrictions 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 of any successor, transferee, or assignee to the parties hereto.

8. The terms of this Declaration of Covenants and Restrictions 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

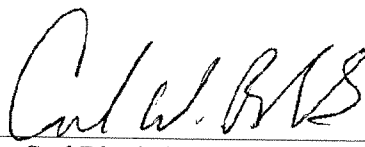
forebearance by any party benefited by these restrictions to enforce any covenant or restriction contained within this document or to exercise their rights hereunder in the event of any breach by the Grantor or any third persons for any period of time shall in no event be deemed a waiver or estoppel of the right thereafter to enforce the same. .

9. This Declaration of Covenants and Restrictions shall be recorded in the Office of the Recorder of Deeds for Ocean County, New Jersey and a reference to this Declaration of Covenants and Restrictions 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 Restricted Area or any portion thereof. Grantor shall give written notice to the Commission of any such transfer or conveyance of interest in the Restricted Area 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 the Restricted Area. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Declaration of Covenants and Restrictions 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.

10. Should any covenant or restriction herein contained, or any subsection, sentence, clause, phrase or term of this Declaration 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 provision which are hereby declared to be severable and which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions is made on the day and year first above written.

TOWNSHIP OF STAFFORD


By: 
Carl Block, Mayor
w.

STATE OF NEW JERSEY :
 : SS
COUNTY OF Ocean :

I certify that on December 7, 2006, before me the subscriber, a Notary Public of New Jersey, personally appeared Carl Block, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Mayor of the Township of Stafford, the Municipal Corporation named in the within Instrument; that the execution, as well as the making of this Instrument, has been duly authorized by a proper Resolution of the Township Council of the said Municipal Corporation; that the deponent well knows the corporate seal of said Municipal Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor as and for the voluntary act and deed of said Municipal Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sworn and Subscribed to
Before me this 7 day of
December, 2006.


NOTARY PUBLIC OF NEW JERSEY


Carl Block, Mayor

LYNDA A. KRONBERGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 18, 2007

