

TERM DEED OF CONSERVATION RESTRICTION

This indenture dated this ____ day of _____, 2026

Made by:

The MUNICIPALITY OF PRINCETON, a political subdivision of the State of New Jersey, with its principal offices located at 400 Witherspoon Street, Princeton, New Jersey 08542 (hereinafter referred to as GRANTOR);

In favor of the DEPARTMENT OF ENVIRONMENTAL PROTECTION (“Department”), a principal Department in the Executive Branch of the State of New Jersey (hereinafter referred to as GRANTEE);

The words “Grantor” and “Grantee” shall mean all Grantors and Grantees listed above.

This transfer is made for no monetary consideration.

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property known and designated as Block 5201, Lots 7 and 13 on the tax maps of the municipality of Princeton, County of Mercer, State of New Jersey (hereinafter the "Property"), which Property is described in **Exhibit A** annexed hereto and incorporated herein by reference; and

WHEREAS, the Grantee is charged with the responsibility to formulate comprehensive policies for conservation of natural resources of the State, protection of those resources and the prevention of pollution, N.J.S.A. 13:1D-9; and

WHEREAS, in 2022, the Department announced the Natural Climate Solutions Grant Program would provide up to \$24.3 million dollars from the Regional Greenhouse Gas Initiative (RGGI) auction, allocated pursuant to P.L. 2008, c. 340, to fund on-the-ground implementation of projects that create, restore, and enhance New Jersey’s natural carbon sinks, such as salt marshes, seagrass beds, forests, urban parks and woodlands, and street trees (hereinafter “NCS Grant Program”); and

WHEREAS, on May 13, 2025, Grantor received a Natural Climate Solutions Grant (hereinafter “NCS Grant”) from the Department for a forest restoration project on the Property to restore, enhance, and provide long-term protection of an important natural resource and to generate greenhouse gas emission reductions and removals as outlined in Grant Document #NCS-2022-Prince-00050; and

WHEREAS, as a condition of the NCS Grant, the Grantor is required to execute a Deed of Conservation Restriction in favor of the Department for the Property, to ensure the preservation, protection, repair, maintenance and monitoring of the NCS Grant Project on the Property for a set term and further ensure the viability and receipt of the full environmental benefit of the NCS Grant Project (hereinafter “Restricted Area”); and

WHEREAS, the boundaries of the Restricted Area are described in **Exhibit B**, which is annexed hereto and incorporated herein by reference; and

WHEREAS, Grantor desires and intends to prohibit development activities in, on, and/or under the Restricted Area, for the Term in 1 below, pursuant to the terms, covenants, conditions, and restrictions set forth herein, so that the NCS Grant Project, will be protected and remain for the Term; and

NOW THEREFORE, in consideration of the foregoing and the agreements, terms, covenants, conditions, and restrictions contained herein, Grantor and Grantee, for themselves and their respective successors and assigns, hereby declare that Grantor's Restricted Area shall be held, transferred, sold, conveyed, leased, and occupied subject to the following covenants, conditions, obligations, and restrictions hereafter set forth.

1. Term. The full terms, conditions, and requirements of this Deed of Conservation Restriction shall be in effect for a period of five years from the date of completion of the NCS Grant Project or, if a phased project, five years from the date of completion of the last phase of the Project (“Partial Termination Date”). Thereafter, this Agreement shall continue in force only to the extent that no development, other than fishing or boating access, shall occur in the Conserved Area from completion of the project until 2050 (“Full Termination Date”). Development shall mean no building, installation, erection, assembly, manufacture, fabrication, alteration, enlargement, renovation or placement of any structure, or pavement in, on, above or beneath the surface of the Conserved Area or removal of the project. (the Partial Termination Date and the Full Termination Date shall collectively be referred to as the “Termination Dates”).

This Deed of Conservation Restriction shall automatically terminate and be of no further effect upon the last of the Termination Dates.

2. Requirements. This Deed of Conservation Restriction requires the preservation, protection, repair, maintenance and monitoring of the NCS Grant Project for the Term set forth in paragraph 1 above.

Specifically:

- a. The features of the NCS Grant Project in the Restricted Area must be monitored, maintained, protected, and preserved to the maximum extent consistent with the NCS Grant Recipient’s grant.

- b. The Restricted Area is to be protected, preserved, and maintained free from all activities that might damage, compromise, or interfere with the NCS Grant Project and its anticipated environmental benefits, resource quality or the natural processes occurring therein for the term set forth in paragraph 1 above.
 - c. The NCS Grant Recipient shall make an effort during the term of this Agreement to educate the public through signage and other appropriate means as to the reasons for the NCS Grant Project and the anticipated environmental values and benefits of the project.
 - d. The Public shall continue to be allowed to access the Restricted Area after completion of the NCS Grant Project if the Restricted Area was open to the public prior to construction of the project and if such access will not be detrimental to the environmental values of the project or will otherwise compromise the project.
3. Allowed Uses. Notwithstanding any provision of this Deed of Conservation Restriction, the Restricted Area may be utilized for:
- a. T16-6c (5) and (6): low intensity fish and wildlife or recreational uses that do not disturb the NCS Grant Project;
 - b. Public access purposes, which include the ability to construct fences, interpretive and directional signs and kiosks, and related and associated structures necessary for the public's use, access, and convenience, provided such purpose is consistent with protection of the NCS Grant Project; and
 - c. Recreation and Conservation purposes except as listed under T16-6, which include the ability to reconstruct, maintain, replace, or repair the Grant Project in the Restricted Area or other structures used for conservation, management, or stewardship, provided such purposes do not negatively impact the Grant NCS Grant Project.
4. Prohibitions. Except as specifically set forth herein, the following activities shall not be conducted, performed, or take place in, on, or under the Restricted Area:
- a. The construction, placement, building, installation, erection, assembly, manufacture, fabrication, alteration, enlargement, renovation, or replacement of any structure; or pavement in, on, above, or beneath the surface of the Restricted Area;
 - b. Any disturbance or alteration of the NCS Grant Project in the Restricted Area;
 - c. The planting of any invasive or non-native plant species in the Grant NCS Grant

Project in the Restricted Area; and

- d. Other activities, changes, uses, disturbances, or development that could be detrimental to the preservation, protection, repair, maintenance, and monitoring of the NCS Grant Project in the Restricted Area.
5. Grantor covenants that Grantor has done no act to encumber the Restricted Area other than to impose this Deed of Conservation Restriction.
 6. Grantor reserves to itself, its successors or assigns, all rights associated with ownership of the Restricted Area, including the right to engage in all uses of the Restricted Area not inconsistent with the terms, covenants, conditions, and restrictions of this Deed of Conservation Restriction. Nothing contained herein shall be construed to interfere with the rights of Grantor, its successors or assigns, to utilize the Restricted Area subject to the terms and conditions of this Deed of Conservation Restriction.
 7. The Restricted Area shall remain subject to this Deed of Conservation Restriction after any conveyance for the term of the Agreement.
 8. To accomplish the purposes of this Deed of Conservation Restriction, the Grantor grants the Department, its employees, agents, representatives, successors, or assigns the following rights:
 - a. To have access to and enter upon the Restricted Area at all reasonable times to inspect the Restricted Area and to 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 Restricted Area that is inconsistent with the purpose of this Deed of Conservation Restriction; provided, however, that a 60-day written notice of violation and reasonable opportunity to take corrective action has been provided to Grantor; and
 - c. 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.
 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. This Deed of Conservation Restriction constitutes a conservation restriction under and is subject to the New Jersey Conservation Restriction and Historic Preservation Act, N.J.S.A. 13:8B-1 et seq. ("CRHP Act"). This Deed of Conservation Restriction may be amended only by a certificate of the Department Commissioner under the CRHP Act.

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 for the term set forth in paragraph 1 above.
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 county clerk for Mercer County, New Jersey, and a reference to this Deed of Conservation Restriction, and its term, referenced in 1, 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 described in Schedule A or any portion thereof. Grantor shall give written notice to the Grantee and Department 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 Deed of Conservation Restriction to all subsequent transferees of an interest in any part or all of the Restricted Area.

Grantor agrees to bear all costs and liabilities of any kind related to the operation, maintenance, and upkeep of the Restricted Area in keeping with the requirements of the Deed of Conservation Restriction. 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 Deed of Conservation Restriction by third parties unless they are acting under the control or authorization of the 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 shall continue to remain in full force and effect for the term set forth in 1 above.

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

Exhibit A: Property Description

Exhibit B: Boundaries of Restricted Area

IN WITNESS WHEREOF, the Grantor has set its hand and seal on the day and year first written above and directs that this instrument be recorded in the office of the Mercer County Clerk.

GRANTOR:

MUNICIPALITY OF PRINCETON

By: _____
Hon. Mark Freda
Mayor

Attest

By: _____
Dawn M. Mount, RMC
Princeton Municipal Clerk

Date:

CERTIFICATION

STATE OF NEW JERSEY:

SS:

COUNTY OF MERCER:

Be it remembered this ____ day of _____, 2026, before me appeared Dawn M. Mount, who being duly sworn on her oath deposes and makes proof to my satisfaction that she is the Clerk of the Grantor; that the execution of the making of this Deed of Conservation Restriction has been duly authorized by proper act 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 the Honorable Mark Freda, Mayor of Princeton, 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 _____ 2026

, Notary Public
My Commission Expires:

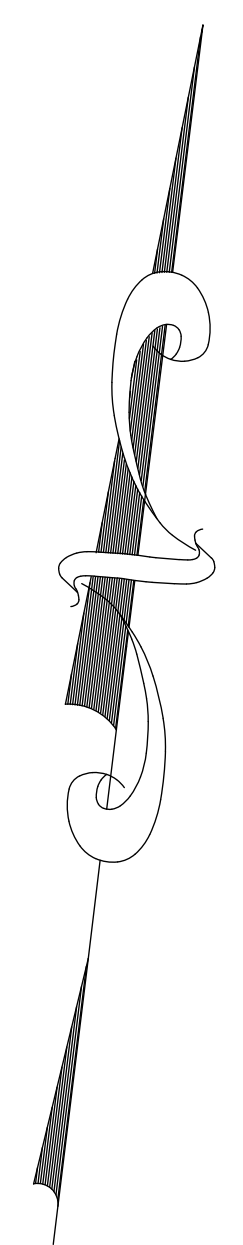
RECORD AND RETURN TO:
Helaine Barr, Assistant Director
Climate Change, Clean Energy and Sustainability
Department of Environmental Protection
401 East State Street, Trenton, NJ 08625

EXHIBIT A: Property Description - Tax Map of area

REVISIONS		
DATE	L.S. NAME	NO.



This map has been redrawn using Computer Aided Drafting/Design (CAD/D) based on the map prepared by Matthew L. Martini, December, 1994.



SEE SHEET 52.01

THIS MAP SHEET HAS BEEN FORMALLY CERTIFIED FOR CONSOLIDATION ON 12/10/2012, ASSIGNED SERIAL NUMBER 1012, AND SIGNED BY SUE DAVIDSON (CTA SUPERVISING FIELD REPRESENTATIVE FOR THE STATE OF NEW JERSEY). A COPY OF THE ORIGINALLY APPROVED MAPS ARE ON FILE AT THE MUNICIPALITY OF PRINCETON LOCATED AT 400 WITHERSPOON STREET, PRINCETON, NJ. THE NEW JERSEY STATE DIVISION OF TAXATION IS RETAINING THE OFFICIAL APPROVED MAPS.

TAX MAP PRINCETON
 MERCER COUNTY, NEW JERSEY
 SCALE: 1" = 200' OCTOBER, 2012
 DAVID B. DIXON, PLS
 Professional Land Surveyor N.J. Lic. No.27282
 OMLAND ENGINEERING ASSOCIATES, INC.
 CEDAR KNOLLS, NEW JERSEY
 To Show Conditions as of October, 2012

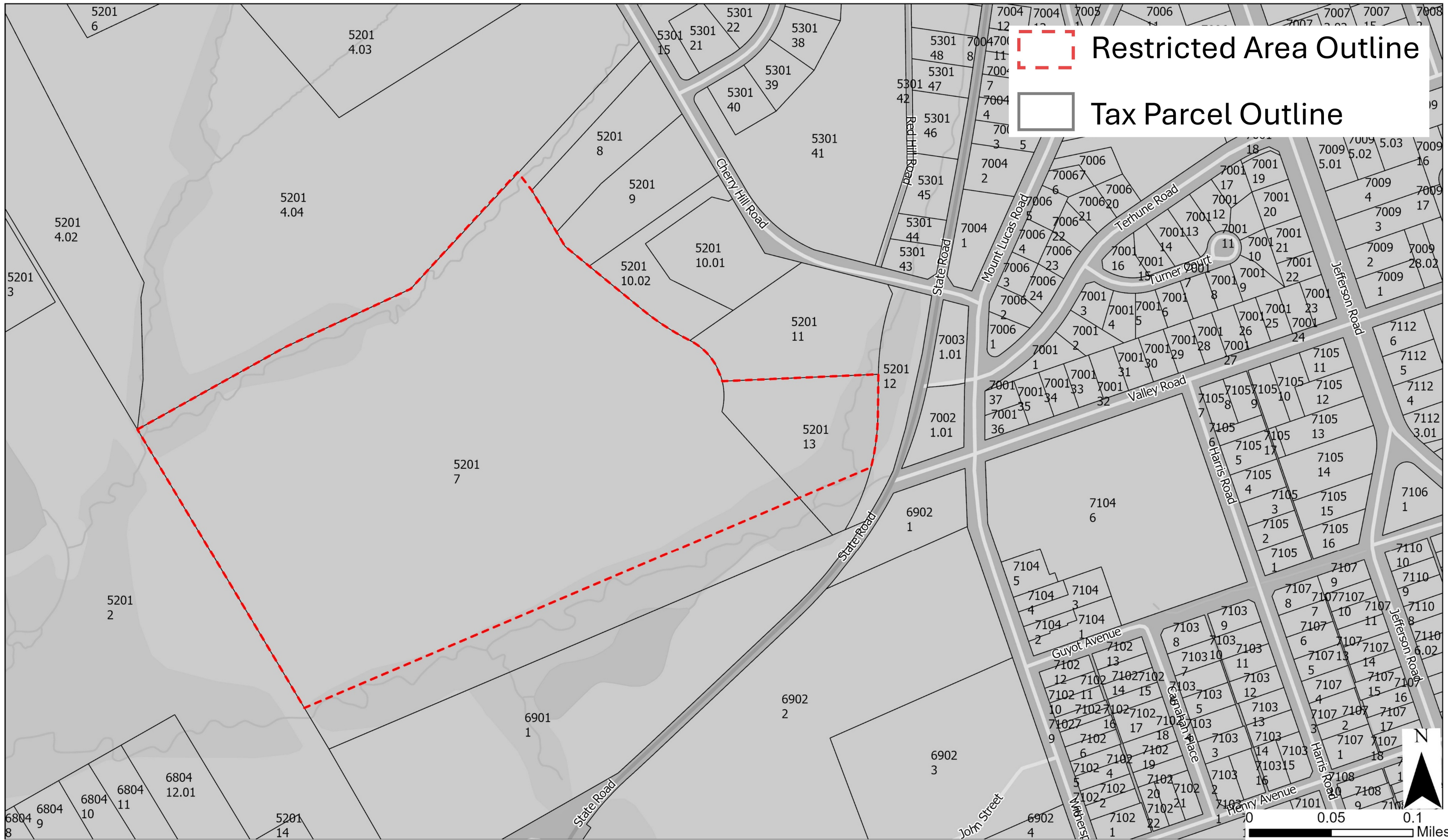


Exhibit B – Boundaries of Restricted Area

March 4th, 2026