

("FWPA"), N.J.S.A. 13:9B-1 to -30, and the Flood Hazard Area Control Act, N.J.S.A. 58:16A-50 to -101, and duly delegated to the Assistant Commissioner of Compliance and Enforcement, pursuant to N.J.S.A. 13:1B-4.

1. Stavola Construction Materials, Inc. ("Stavola") is the owner of property designated Block 711, Lots 3, 4 & 6 on the Tax Map of the Township of Bridgewater ("Property") in Somerset County.

2. On June 6, 2005, the Department's Bureau of Coastal and Land Use Compliance and Enforcement ("BCLUE") issued an Administrative Order and Notice of Civil Administrative Penalty Assessment ("AO/NOCAPA"), PEA050003-1806-05-0005.1, to Stavola and John W. Stavola Jr. alleging impacts to state-regulated wetlands, wetlands transition areas, and to flood hazard areas located on the Property. Stavola and John W. Stavola submitted a timely request to the Department for a hearing and the matter was transmitted to the Office of Administrative Law ("OAL") and docketed as ESA 0274-2006S.

3. In March 16, 2006, Stavola submitted an application to the Department's Division of Land Use Regulation for a freshwater wetlands general permit to authorize a quarry road and two stream culvert crossings previously constructed in alleged wetlands or wetland transition areas.

4. On September 28, 2006, the Division of Land Use Regulation denied Stavola's application for a freshwater wetlands general permit for the quarry road and stream crossings. Stavola submitted a timely request for a hearing to challenge the Department's denial of the application for a freshwater wetlands general permit.

5. By letter to the Department's Office of Legal Affairs dated December 23, 2008, Stavola withdrew its request for a hearing referenced in paragraph 4 and the parties agreed that

the outcome of the hearing in this enforcement action would dictate the type of permit(s), if any, necessary for the quarry access road and two stream culvert crossings.

6. On July 31, 2008, the Department's BCLUE issued an Amended AO/NOCAPA (PEA050004-1806-05-0005.1) to Stavola to amend the area of alleged impacts to state-regulated wetlands and transition area. The Amended AO/NOCAPA also rescinded the June 6, 2005 AO/NOCAPA (PEA050003-1806-05-0005.1), removed John W. Stavola, Jr. as a respondent, and confirmed that any alleged wetlands that may have existed in the alleged violation area were classified as intermediate resource value wetlands and not as exceptional resource value wetlands. As part of its determination that the alleged wetlands were of intermediate resource value, the Department determined that there were no endangered species or habitat for such species in the alleged violation area. Stavola requested a hearing concerning the Amended AO/NOCAPA and the matter was filed in the OAL and docketed as ELUFW 08985-2008S. The OAL consolidated the two pending hearing requests by Order dated November 6, 2009.

7. In January 2009, the parties entered a Stipulation of Dismissal to formally dismiss John W. Stavola, Jr. as a respondent in the administrative matter (PEA050003-1806-05-0005.1), with prejudice.

8. On January 25, 2010, the DEP Commissioner's designee issued a Final Decision on the parties' Cross Motions for Summary Decision. Stavola sought leave from the Appellate Division to appeal this decision, which request was denied.

9. On October 5, 2011, the scheduled hearing date, the parties appeared before the Hon. Dennis P. Blake, ALJ, and placed the principal terms of this settlement on the record. By letter dated October 6, 2011 Stavola clarified its understanding of certain terms of the settlement and the Department concurred. In order to resolve this matter without a hearing and adjudication

of the facts and legal issues, and to avoid unnecessary costs and delay of litigation, DEP and Stavola enter into this Stipulation, without admission of fact or law. DEP and Stavola acknowledge and agree that the settlement of this matter, the consideration referenced herein, and the execution of this Stipulation, are the result of compromise and are entered into in good faith and shall never for any purpose be considered an admission of liability or of responsibility concerning any of the allegations referred to in this matter, and no past or present wrongdoing shall be implied by such consideration or execution. The parties further acknowledge and agree that each had their respective legal positions in this matter and that the execution of this Stipulation does not constitute an endorsement of the other's legal position.

THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

COMPLIANCE SCHEDULE

10. Subject to paragraphs 12 – 18 below, Stavola agrees to mitigate for the alleged loss of 6.59 acres of wetlands on the Property, in the following manner:

- (a) Stavola agrees to donate a total of 84.72 acres of property along the Toms River in Ocean County consisting of the following parcels:
 - (i) Block 4, Lot 4 (35.77 acres) in Toms River Township;
 - (ii) Block 45, Lot 1 (3.27 acres) in Toms River Township;
 - (iii) Block 109, Lot 1 (20.22 acres) in Toms River Township;
 - (iv) Block 61, Lot 19 (25.40 acres) in Manchester Township; and
 - (v) Block 61, Lot 21 (0.06 acres) in Manchester Township.

- (b) Stavola agrees to donate approximately 127 acres of property in Jackson Township, Ocean County, identified as Block 502, Lot 8, which is located in the headwaters of the Metedeconk River.

Stavola represents that it has full authority to offer these properties for donation and to effectuate the transfer of these properties (some parcels of which it is not the record owner) pursuant to the terms of this Stipulation.

11. The Department's BCLUE has determined that land donation is an appropriate mitigation alternative in this case, and that the proposed land donations identified in subparagraphs 10(a) and 10(b) have the potential to be valuable components of wetland or surface water ecosystems. The Department acknowledges that the proposed land donations exceed the acreage normally required by the Freshwater Wetlands Mitigation Council ("Mitigation Council") land donation checklist to mitigate for the acreage of alleged wetland loss. Nevertheless, Stavola has offered and agrees in this Stipulation to donate these properties to resolve the above-captioned matters. The proposed land donations are located in watersheds of the Barnegat Bay and have the potential to be valuable components of the State's efforts to restore and maintain the ecology of the Barnegat Bay. Upon application by Stavola to the Mitigation Council pursuant to paragraph 15, the Department's BCLUE will recommend to the Mitigation Council that it accept the proposed land donations.

12. Within 20 days of its execution of this Stipulation, Stavola shall submit to the Department for approval (which approval shall not be unreasonably withheld) a draft conservation restriction using the form provided in Exhibit A for each parcel identified in subparagraphs 10(a) and 10(b). The conservation restriction shall prohibit in perpetuity all regulated activities and all other activities detrimental to the retention of the land in its natural, scenic or open or wooded condition. The Department shall promptly review the draft conservation restrictions and respond in writing either (a) approving the conservation restrictions for recording, or (b) requesting that changes be made to the draft conservation restrictions and that the revised drafts be resubmitted to the Department for review within 10 days. Within 20 days of the Department's approval of the conservation restrictions and prior to the transfer of the parcels, Stavola shall record the conservation restrictions with the Ocean County Clerk and

shall, within 5 days of receipt of the recorded copies from the Clerk, provide the Department and Ocean County with recorded copies. If any parcel identified in subparagraph 10(a) or 10(b) is not approved for donation by the Mitigation Council pursuant to paragraph 15, DEP agrees, without the need for further public notice, to execute a release provided by Stavola for the applicable conservation restriction which shall be returned to Stavola within 10 business days of receipt.

13. Stavola made a proposal to the Ocean County to donate the parcels listed in subparagraphs 10(a) and 10(b). Ocean County Board of Chosen Freeholders passed a Resolution on November 16, 2011 to accept the donation of the parcels. The Resolution authorized the County's agents to effectuate the transfer of the parcels. The Department acknowledges that Ocean County is a suitable government agency to accept title to the parcels and to preserve them as natural areas in perpetuity.

14. The Department's BCLUE has reviewed the Phase I Environmental Site Assessment Reports prepared by Pennoni Associates Inc. for the donation parcels and has determined that the parcels are suitable for donation. The Reports reflect that there are no areas of contamination or potential contamination on the donation parcels.

15. All land donations shall be subject to the approval of the Mitigation Council, pursuant to N.J.A.C. 7:7A-15.22. Within 30 days of the effective date of this Stipulation, Stavola shall apply to the Mitigation Council for approval of the parcels determined to be suitable for donation or conservation restriction under paragraph 14. The Department agrees to recommend Stavola's application for approval before the Mitigation Council. In the event that the Mitigation Council issues a resolution denying Stavola's application in whole or in part, Stavola shall:

- a. seek to address the grounds for denial and, within 20 days of the date of the resolution denying the application, resubmit an application to the Mitigation Council for reconsideration;
- b. within 20 days of the date of the resolution denying the application, submit an alternative proposal for land donation to the Department for review for compliance with the Freshwater Wetlands Mitigation Rules, N.J.A.C. 7:7A-15.1 to -15.26, and to determine whether the proposed land donation has the potential to be a valuable component of a wetland or surface water ecosystem. Any such proposal shall be subject to all requirements for land donations under this Stipulation; or
- c. after undertaking (a) or (b) without obtaining Mitigation Council approval of the parcels suitable for land donation, submit a letter to the Department voiding this Stipulation and request that the Department resubmit the above-referenced matters to the OAL for the scheduling of an administrative hearing. The parties shall work cooperatively together to consider alternative land donations prior to voiding this Stipulation.

16. If the Mitigation Council approves Stavola's land donations, Stavola shall comply with all conditions of the Mitigation Council's resolution approving the land donations.

However, if the Mitigation Council approves Stavola's land donations with conditions that materially alter the terms of this Stipulation, then Stavola shall:

- a. within 20 days of the date of the resolution imposing the conditions, submit a written request to the Mitigation Council for reconsideration of the conditions;
- b. within 20 days of the date of the resolution imposing the conditions, submit an alternative proposal for land donation to the Department for review for compliance with the Freshwater Wetlands Mitigation Rules, N.J.A.C. 7:7A-15.1 to -15.26, and to determine whether the proposed land donation has the potential to be a valuable component of a wetland or surface water ecosystem. Any such proposal shall be subject to all requirements for land donations under this Stipulation; or
- c. after undertaking (a) or (b) without obtaining relief from the conditions or Mitigation Council approval of an alternative land donation, submit a letter to the Department voiding this Stipulation and request that the Department resubmit the above-referenced matters to the OAL for the scheduling of an administrative hearing. The parties shall work cooperatively together to consider alternative land donations prior to voiding this Stipulation.

17. Stavola shall, within 60 days of the date of the Mitigation Council's resolution approving the land donations, transfer its remaining rights, title, and interest in the parcels to a suitable government agency or land conservancy approved by the Department, as required by N.J.A.C. 7:7A-15.19. This 60-day period shall be tolled if Stavola pursues the options provided in paragraph 16. In addition, Stavola shall, within 5 days of the date of the Mitigation Council's resolution approving the land donations and prior to the transfer of title to the parcels, pay \$2,640.00 to the Department for the purchase of title insurance for the conservation restriction filed pursuant to paragraph 12. Payment shall be made by cashier's check or certified check payable to "South Jersey Title Agency" and shall be mailed to counsel for the Department. If, however, Stavola pursues an option provided in subparagraphs 16(a) or 16(b), and receives relief from the condition(s), or approval of an alternative land donation, then payment shall be due within 5 days of the date of a resolution of the Mitigation Council memorializing such relief or approval. All parcels shall be conveyed by bargain and sale deeds with covenants against grantor's acts which title shall be good and marketable and insurable at regular rates. All parcels shall be conveyed free and clear of all buildings, billboards, mortgages, leases, judgments, tax liens, and outstanding taxes prorated to the date of closing. Stavola represents that it is not aware of any unasserted or unrecorded easements, covenants, mortgages, leases, encumbrances, judgments, tax liens, outstanding taxes and any other instruments not of record on the donation parcels. Prior to the transfer of the property identified in subparagraph 10(b), Stavola shall take all necessary action to withdraw Progress Park Associates, the record owner of the property, from the Jackson Industrial Park Property Owners Association such that the property is no longer subject to the Declaration of Covenants, Conditions and Restrictions recorded in deed book 5207, page 396. Stavola shall, within 5 days of receipt of recorded copies

of the deeds for each donation parcel from Ocean County, provide recorded copies of the deeds to the Department. Stavola shall request that Ocean County promptly provide Stavola with copies of the recorded deeds.

18. It is the intention of the parties that within 180 days of the effective date of this Stipulation, Stavola shall receive Mitigation Council approval for all land donations needed to fully satisfy the mitigation requirements of this Stipulation, including the consideration of any additional applications or requests submitted by Stavola pursuant to paragraphs 15 and 16. Recognizing that Stavola does not control all aspects of this process, upon receipt of a written request by Stavola, the Department may in its reasonable discretion agree in writing to extend the deadline for compliance under this paragraph should it determine that any delay has been caused by circumstances beyond the control of Stavola, and that Stavola has acted in good faith to prevent or minimize the delay. If Stavola does not receive Mitigation Council approval within 180 days of the effective date of this Stipulation, or such additional time as may be provided by the Department under this paragraph, then this Stipulation shall be null and void, and the Department reserves the right to resubmit the above-referenced matters to the OAL and to request that the matters be scheduled for hearing.

19. Upon satisfaction of the mitigation requirements in this Stipulation for the alleged wetland and transition area losses, the 6.59 acre wetlands area that was the subject of the Amended AO/NOCAPA, and as identified on Exhibit B hereto and associated wetland transition areas shall not be considered as part of any future wetlands delineation or wetlands permitting requirements at the quarry. Quarry activity in this 6.59 acre wetland area, and associated wetland transition area may proceed without approvals from the Department's Division of Land Use Regulation.

20. This Stipulation also resolves the alleged violations of the Flood Hazard Area Control Act, N.J.S.A. 58:16A-50 to -101, created by the two stream crossings along the quarry road, and reflected on a plan entitled “Wetlands Location Plan, Stavola-Bound Brook Quarry”, prepared by Gilmore & Associates, Inc., dated January 10, 2006, and last revised February 20, 2006. These stream crossings are hereby authorized and may remain in place without further approval. However, any modifications to the culverts that would increase their conveyance capacity in the future, may be subject to the permitting requirements of the Flood Hazard Area Control Act, N.J.S.A. 58:16A-50 to -101.

WITHDRAWAL OF HEARING REQUESTS

21. Stavola hereby withdraws with prejudice its hearing requests in the above-captioned consolidated matters before the OAL, subject to the resubmission of this matter to the OAL in the event that this Stipulation is voided under the terms of this Stipulation.

PENALTY PAYMENT

22. Stavola shall pay the penalty of \$154,860.00 within 20 days of the date of the resolution of the Mitigation Council approving the land donations pursuant to paragraph 15 above. If, however, Stavola pursues an option provided in subparagraphs 16(a) or 16(b), and receives relief from the condition(s), or approval of an alternative land donation, then payment shall be due within 20 days of the date of a resolution of the Mitigation Council memorializing such relief or approval. Payment shall be made by cashier's or certified check payable to the “Treasurer, State of New Jersey,” and shall be mailed together with the Enforcement Invoice Form (to be supplied by the Department) to:

Division of Revenue
New Jersey Department of Treasury
P.O. Box 417
Trenton, New Jersey 08625-0417

GENERAL PROVISIONS

23. Pursuant to N.J.A.C. 7:7A-16.19, notice of the settlement set forth in this Stipulation shall be published in the DEP Bulletin and a 30 day public comment period provided.
- a. If there are no material changes to this Stipulation pursuant to the public participation process, then this Stipulation shall become final.
 - b. If DEP proposes to make material changes to this Stipulation pursuant to the public participation process and Stavola agrees to such changes, then the Stipulation as modified in writing shall become final.
 - c. If DEP proposes to make material changes to this Stipulation pursuant to the public participation process and Stavola does not agree to such changes within a reasonable period of time not to exceed thirty (30) days thereafter, this Stipulation shall become null and void. In such event, the Department reserves the right to resubmit the above-referenced matters as contested cases to the OAL and to request that the matters be scheduled for hearing.
24. This Stipulation shall be enforceable by the Department under R. 4:67-6 and N.J.S.A. 13:9B-21(e) as an agency order.
25. Stavola acknowledges that the Flood Hazard Area Control Act, N.J.S.A. 58:16A-50 et seq., the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 to -20, and other local, State and Federal laws may apply to portions of the Property other than the alleged wetlands and wetland transition areas cited as violations in the Amended AO/NOCAPA and resolved herein.
26. All submissions of information required by this Stipulation (except payment of penalty) shall be mailed to the representatives of each party at the addresses indicated below:

FOR DEP

Larry Baier, Chief
Bureau of Land Use Compliance and Enforcement
401 East State Street
Mail Code 401-04C, PO Box 420
Trenton, NJ 08625-0420

FOR STAVOLA

Gary J. Vialonga
Stavola Construction Materials, Inc.
620 Tinton Avenue, Building B, Suite 200,
Tinton Falls, NJ 07724
and
George J. Tyler, Esq.
Tyler & Carmeli, P.C.
1 AAA Drive, Suite 204
Robbinsville, NJ 08691
and
Peter J Wolfson, Esq.
Porzio, Bromberg & Newman, P.C.
100 Southgate Pkwy, P.O. Box 1997
Morristown, NJ 07962-1997.

27. This Stipulation shall be binding on Stavola its respective agents, successors, assigns, and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity, and the Department, its successors and assigns.

28. This Stipulation represents a full and final settlement of the matters identified above and in the Amended AO/NOCAPA. No modification or waiver of any provision of this Stipulation shall be valid except as authorized by the parties in writing. The Department reserves the right to void this Stipulation (by providing written notice to Stavola) in the event that Stavola violates its terms and further reserves the right to resubmit the above-referenced matters to the OAL and to request that the matters be scheduled for hearing. Nothing in this Stipulation shall preclude the Department from taking enforcement action against Stavola for matters not resolved herein. The BCLUE represents that it is not aware of any pending or contemplated enforcement

action by it against Stavola relating to the Property other than the Amended AO/NOCAPA referenced above.

29. No obligations or penalties imposed by this Stipulation are intended to constitute debts which may be limited or discharged in a bankruptcy proceeding. All obligations and penalties are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and the protection of public health, safety, welfare and the environment.

30. Nothing in this Stipulation shall constitute a waiver of any statutory or regulatory right of DEP pertaining to any of the laws of the State of New Jersey.

31. This Stipulation has been approved by the Commissioner of the DEP, through the authority delegated to the Assistant Commissioner of Compliance and Enforcement, and shall be deemed the Final Decision in this case, pursuant to N.J.A.C. 1:1-19.1(d) and for purposes of the Penalty Enforcement Law of 1999, N.J.S.A. 2A:58-10 et seq.

32. The signatories to this Stipulation certify that they have the authority to enter into this Stipulation and bind the respective parties to the terms and provisions herein.

STAVOLA CONSTRUCTION MATERIALS, INC.

DATED: Feb. 3, 2012

By:

Name: JOSEPH C. STAVOLA

Title: PRESIDENT

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION

DATED: Feb. 1, 2012

By:

Wolfgang Skacel, Assistant Commissioner
Compliance and Enforcement

EXHIBIT A

Prepared by: _____

NJDEP File No.: 1806-05-0005.1

GRANT OF CONSERVATION RESTRICTION/EASEMENT

This Grant of Conservation Restriction is made this _____ day of _____, 20____, by _____, whose address is _____, Borough/Township, County of _____, State of New Jersey, hereinafter referred to as "Grantor" which term shall refer to all successors and assigns, in favor of the State of New Jersey Department of Environmental Protection, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located in the Township/Borough of _____, County of Ocean, New Jersey, designated as Lot(s) _____, Block(s) _____ on the official Tax Map of the Township/Borough of _____, County Clerk or Recorder's Deed Book Number _____, Page Number _____, (hereinafter "the Property"); and

WHEREAS, the Grantor and Grantee have entered into a Stipulation of Settlement, which is recorded herewith; and

WHEREAS, the Stipulation of Settlement includes the Grantor's agreement to record a conservation restriction approved by the Grantee, on the Property as shown on a plan, entitled _____, prepared by _____, dated _____, attached hereto as **Exhibit A**, (hereinafter the "Plan"), and more particularly described on a legal description of the Property, attached hereto as **Exhibit B**; and

WHEREAS, the Grantor and Grantee agree that if, under the terms of the Stipulation of Settlement, the Property is not approved by the Freshwater Wetlands Mitigation Council for donation to a suitable government agency or land conservancy or the Stipulation is voided, then the parties shall file a release of this Grant of Conservation Restriction/Easement without the need for further public comment;

WHEREAS, the Property includes freshwater wetlands, transition areas, riparian zones and forested area all of which have a significant role in the maintenance of environmental quality on a community, regional, and statewide level; and

WHEREAS, through the interaction of their soils, hydrology, and biotic communities, freshwater wetlands, transition areas, riparian zones and forested areas maintain many important physical, biological, and ecological functions, and provide important social benefits; and

WHEREAS, protection of these areas provides necessary protection for Category One waters in the Barnegat Bay watershed (including but not limited to the Barnegat Bay itself), so designated because of their exceptional ecological significance, exceptional recreational significance, exceptional water supply significance, or as exceptional fisheries resource(s); and

WHEREAS, forest areas provide for microclimate control, energy conservation, soil stabilization, aquifer recharge and critical wildlife habitat; and

WHEREAS, the Grantee is authorized by N.J.S.A. 13:1D-9 to formulate comprehensive policies for the conservation of natural resources, to promote environmental protection, and prevent pollution of the environment of the State, and is authorized by N.J.S.A. 13:8B-3 to acquire and enforce conservation restrictions; and

WHEREAS, the Grantor, having the authority to do so, intends to enter into this Conservation Restriction in order to grant to the Grantee a Conservation Restriction/Easement to restrict subsequent development of the Property.

NOW THEREFORE, in fulfillment of the Stipulation of Settlement and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the facts recited above and the terms, conditions and restrictions contained herein, except as provided in paragraph 3, the Grantor hereby agrees that the Property shall be subject in perpetuity to the following conveyances, covenants and restrictions in favor of the Grantee:

1. Grantor hereby conveys, transfers, assigns and grants to the Grantee a Conservation Restriction/Easement on the Property as shown in **Exhibit A** and as described in **Exhibit B**.
2. The following activities shall not occur on the Property:
 - a. Removal, excavation, or disturbance of the soil;
 - b. Dumping or filling with any materials;

- c. Installation of structures;
 - d. Placement of pavement or other impervious surfaces, subject to any existing right-of-way easements held by the State or County;
 - (i) except that, Ocean County Route 527 and Diamond Road, both in Jackson Township, may, with all necessary approvals, be widened up to fifty (50) feet from centerline to provide right of way and drainage improvements to existing County facilities.
 - e. Destruction of plant life which would alter the existing pattern of vegetation;
 - f. The use of fertilizers, herbicides or pesticides;
 - g. Alteration of natural drainage features;
 - h. Removal, clearing or mowing of live vegetation, unless it is demonstrated to the Grantee that such removal will result in habitat enhancement or to prevent a safety hazard, and the Grantor has received written approval of the DEP's Division of Land Use Regulation.
 - i. Installation of soil erosion and sediment control materials, unless it is demonstrated to the Grantee that such installation will result in water quality enhancement or to prevent a safety hazard, and the Grantor has received written approval of the DEP's Division of Land Use Regulation.
3. If, under the terms of the Stipulation of Settlement executed by the Grantor and Grantee, the Property is not approved by the Freshwater Wetlands Mitigation Council for donation to a suitable government agency or land conservancy or is voided, then the parties shall file a release of this Grant of Conservation Restriction/Easement without the need for further public comment.
4. This Conservation Restriction/Easement shall be a burden upon and shall run with the Property, and shall bind Grantor, its successors and assigns, in perpetuity. The Grantor shall give notice of this Conservation Restriction/Easement to all holders of any easements in the Property within 30 days of recording by the County Clerk.
5. It is the purpose of the Conservation Restriction/Easement to assure that the Property will be maintained as such and to prevent any disturbance or development of the Property. To carry out this purpose, the following rights are granted to Grantee by this Conservation Restriction/Easement:

- a. To enter upon the Property in a reasonable manner and at reasonable times so as to assure compliance with the provisions of this Conservation Restriction/Easement; and
 - b. In addition to the exercise of any other statutory or common law right, to enjoin any activity on, or use of, the Property that is inconsistent with the purpose of this Conservation Restriction/Easement and to enforce the restoration of such areas or features of the Property that may be damaged by inconsistent activity or use.
6. Grantor shall provide the Grantee telephonic and written notice of any transfer or change in ownership of any portion of the Property, including but not limited to the name and address of the new owner, and including but not limited to any later-formed condominium association, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.
7. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the Grantee determines that a breach, default or violation ("Violation") of this Conservation Restriction/Easement has occurred or that a Violation is threatened, the Grantee shall give written notice to Grantor of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantor fails to cure the Violation after receipt of notice thereof from the Grantee, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the Grantee, fails to begin curing such Violation within the time period dictated by the Grantee, or fails to continue diligently to cure such Violation until finally cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction:
 - a. To enjoin and/or cure such Violation,
 - b. To enter upon the Property and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Property affected by such Violation to the condition that existed prior thereto, or
 - c. To seek or enforce such other legal and/or equitable relief or remedies as the Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Conservation Restriction/Easement.
8. If the Grantee, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Property, the Grantee may pursue its remedies under paragraph 7 above without prior notice to Grantor or

without waiting for the period provided for cure to expire. The Grantee's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Conservation Restriction/Easement. Grantor agrees that the Grantee's remedies at law for any Violation of the terms of this Conservation Restriction/Easement are inadequate and that the Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the Grantee's rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.

9. Enforcement of the terms of this Conservation Restriction/Easement shall be at the discretion of the Grantee and any forbearance by the Grantee to exercise its rights under this Conservation Restriction/Easement in the event of any Violation by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent Violation or of any of the Grantee's rights under this Conservation Restriction/Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any Violation by Grantor shall impair such right or remedy or be construed as a waiver of such right or remedy.
10. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Conservation Restriction/Easement against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.
11. The Grantee reserves the right to transfer, assign, or otherwise convey the Conservation Restriction/Easement to any other entity or person to facilitate the operation of and/or public use and enjoyment of the Property.
12. Any notice, demand, request, consent, approval or communication under this Conservation Restriction/Easement shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To Grantor:

To the Grantee:

State of New Jersey
Department of Environment Protection
Division of Land Use Regulation
And its successors and assigns
As of this date of this Conservation Restriction, Grantee's address for the purposes of notice is:
501 East State Street
Mail Code 501-02A

P.O. Box 420
Trenton, NJ 08625-0420
Attention: Director, Division of Land Use Regulation
(609) 984-3444

In addition, any notice relating to paragraph 7 shall be addressed as follows:

To the Department:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
And its successors and assigns
As of the date of this Conservation Restriction/Easement, Grantee's
address for the purposes of notice relating to paragraph 7 is:
401 East State Street
Mail Code 401-07B
P.O. Box 420
Trenton, NJ 08625-0420
Attention: Manager, Coastal & Land Use Compliance & Enforcement
(609) 984-4587

13. A party may change the address or person to whom notices to it are required to be given by notice given in the manner above provided.
14. The Grantor reserves to itself, its successors or assigns, all rights as owners of the Property, including the right to engage in all uses of the Property not inconsistent with the purpose of this Conservation Restriction/Easement and the right to manage the Property in accordance with the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1, or the Flood Hazard Area Control Act, N.J.S.A. 58-16A-50, and the Freshwater Wetlands Protection Act Rules, N.J.A.C. 7:7A, the Flood Hazard Area Control Act Rules, N.J.A.C. 7:13, the Stormwater Management Rules, N.J.A.C. 7:8 and the Surface Water Quality Standards, N.J.A.C. 7:9B.
15. This instrument conveys no additional right of access by the general public to any portion of the Property.
16. The Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Property. The Grantor shall be responsible for acts of its own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:8-1 et seq.
17. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Restriction/Easement will be inserted in any subsequent deed, subdivision deed, lease, sub-lease or other legal instrument by which the Grantor

divests itself of any interest in any portion of the Property. Notwithstanding the failure of the Grantor to include the terms and restrictions of this instrument, it shall run with the land and be binding on all heirs, successors and assigns.

18. The Grantee agrees that it will assign its rights under this Conservation Restriction/Easement only to another governmental body or a charitable conservancy, and only in accordance with N.J.S.A. 13:8B-1 et seq. and N.J.S.A. 13:9B-1 et seq.
19. Notwithstanding anything contained herein to the contrary, any modification or termination of this Conservation Restriction/Easement shall require the prior written approval of the Grantee, its successor or assign.
20. This Conservation Restriction/Easement shall survive any merger of the fee and restriction interest in the Property.
21. Taxes, Insurance.
 - a. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
 - b. The Grantor agrees to pay any real estate taxes or other assessments levied on the Property. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien against the land is created, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in said Property or to take such other actions as may be necessary to protect the Grantee's interest in the Property and to assure the continued enforceability of this Conservation Restriction/Easement.
 - c. Grantor further covenants that it shall at all times keep the Property free of all liens, outstanding taxes, judgments, mortgages and all other further easements.
23. Miscellaneous.
 - a. The laws of the State of New Jersey shall govern the interpretation and performance of this Conservation Restriction/Easement.
 - b. If any provision of this Conservation Restriction/Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction/Easement,

or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

- c. This Conservation Restriction/Easement and the Stipulation of Settlement set forth the entire agreement of the parties with respect to the Conservation Restriction/Easement and supersede all prior discussions, negotiations, understandings or agreements relating to the easement, all of which are merged herein. No alteration or variation of this Conservation Restriction/Easement shall be valid or binding unless contained in a writing executed by the parties hereto.
 - d. Should there be more than one Grantor, the obligations imposed by this Conservation Restriction/Easement upon each Grantor shall be joint and several.
 - e. The covenants, terms, conditions and restrictions of this Conservation Restriction/Easement shall be binding upon, and inure to the benefit of, the parties hereto and all parties having or acquiring any right, title or interest in any portion of the Property, including holders of subdivision deeds, and shall continue as a servitude running in perpetuity with the Property.
 - f. The captions in this Conservation Restriction/Easement have been inserted solely for convenience of reference and are not a part of this Conservation Restriction/Easement and shall have no effect upon construction or interpretation.
 - g. Execution of this Conservation Restriction/Easement does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property.
 - h. This Conservation Restriction/Easement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.
24. The Grantor reserves unto itself the right to undertake de minimis modifications of the Property that are approved by the Grantee. The Grantee may approve the modification under the following conditions and with the following documentation:
- a. The modification results in an increased level of protection of the natural resource; or
 - b. The modification results in equivalent areas of resources protected; and

- c. The modification does not compromise the original protected resource.
25. If the Grantee approves the Grantor's modification, the Grantor shall amend this instrument by preparing and submitting to the Grantee for review and approval:
- a. A revised plan and metes and bounds description for the area to be preserved under the modified Conservation Restriction/Easement (hereinafter the "Modification Documents"); and
 - b. An Amended Conservation Restriction/Easement that reflects the modifications to the original Conservation Restriction/Easement, the justification for the modification, and that also includes the deed book and page of the title deed for the property or properties subject to the modified Conservation Restriction/Easement set forth in the Modification Documents.
26. The Grantor shall record the documents listed in paragraph 25, above, in the same manner and place as this original Conservation Restriction/Easement was recorded.
27. Except as provided in paragraph 3, above, this Grant of Conservation Restriction/Easement may only be removed pursuant to N.J.S.A. 13:8B-1 et seq.

TO HAVE AND TO HOLD unto the State of New Jersey, Department of Environmental Protection, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Restriction/Easement shall not only be binding upon the Grantor but also upon its agents, personal representatives, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

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

(Grantor)

By: _____ (Signature names and title)

ATTEST:

, Secretary

(Seal)

STATE OF _____
COUNTY OF _____

Be it remembered that on this ____ day of _____, 20__, before me, the
subscriber, a Notary Public of New Jersey, personally appeared: _____
_____, and he thereupon acknowledged that he signed the foregoing
instrument (*in such capacity, that the seal affixed to said instrument is the corporate seal
of said corporation*), and that said instrument is the voluntary act of deed of said person
(*or corporation, made by virtue of authority from its Board of Directors*).

A Notary Public of _____

My Commission Expires: _____

Attachments required: NJDEP Approved Property Plan
Metes and Bounds description schedule



Stavola Construction Materials, Inc.

Block 711, Lots 3, 4 & 6
Bridgewater Township
Somerset County

