

# **Appendix G.**

## **Model Morris Canal Easements**

**Conservation Easement**

**Conservation Easement with Right to Public Access**

## **Appendix D**

### **MORRIS CANAL HISTORIC PRESERVATION REQUIREMENTS**

- A. Purpose: The preservation, protection and enhancement of the Morris Canal is required because:
1. The Morris Canal is recognized as a cultural resource of National importance by it's inclusion on the State and National Register of Historic Places, and
  2. The Morris Canal was (and is) of great significance to the social and economic development of Warren County and the individual municipalities through which it passes and is so recognized by it's inclusion in Warren County's Open Space Plan, and
  3. The Morris Canal is of environmental importance as a drainage way, water retention basin and, in many cases, as part of a valuable natural area watersheds.
  4. Temporary restoration easements may be necessary as part of the buffer areas or in place of the buffer areas.
- B. Delineation Requirements of Canal Corridor and Buffer: The delineation of the Morris Canal corridor on all subdivision and site plan maps must include:
1. The Canal right-of-way, levels, prism, basins, locks and inclined planes.
  2. Adjacent features, sites and structures, such as boat yards, of primary importance to the operation of the Canal.
  3. Areas of special sensitivity within the zone, including but not necessarily limited to special features, such as the inclined planes, locks, boat basins and yards, shall be designated.
  4. A one-hundred (100) foot buffer along both sides of the Canal corridor measured from the outside toe of the prism bank, basin, lock or inclined plane, as the case may be, to facilitate the establishment of the Canal greenway, to minimize the impact of encroachments on the Canal, and to minimize potential conflicts between the public using the Canal and private landowners.
- C. Provisions for Driveways, Underground Utilities, Sanitary and Storm Water Sewers, Streets, Etc:

The crossing of and/or excavation within the Canal corridor for any of the above mentioned purposes shall be permitted if there is no feasible and prudent alternative and such crossing and/or excavation is clearly in the public interest. Provisions for such crossing/excavation shall

include:

1. For utilities and sewers. Work to be completed in such a manner as to minimize the disturbance and/or destruction of significant features both above and below ground. Any such features disturbed and/or destroyed shall be restored to their preexisting condition as closely as is feasibly possible.
2. For driveways, work to be completed with minimum disturbance and/or destruction of significant features, both above and below ground; with restoration of destroyed or disturbed significant features, and completed to insure proper drainage flow.
3. For minor and major subdivision application, and for individual applications, where multiple driveways would normally be permitted, only one common driveway crossing the Canal corridor shall be permitted. The provision of more than one driveway may be permitted if the applicant can demonstrate that a single common driveway is not feasible.
4. For major subdivisions where one or more streets are proposed to cross the Canal corridor, a bridge shall be provided to carry the roadway over the Canal prism. The same shall be required of a minor subdivision if deemed by the Planning Board to be appropriate and in the public interest.

#### D. Acquisition Procedures

1. The value of Morris Canal properties, easements, and buffers shall be established using NJDEP Green Acres procedures and requirements.
2. The County prefers fee title ownership of the canal property and buffers as part of a linear historic park corridor and trail system.
3. Donations of canal property and easements may be considered to offset other impact fees and responsibilities on a case by case basis.
4. Morris Canal Public Access Easements must be clearly labeled on all plans and must be delineated in all deeds by a metes and bounds description.

#### E. Conservation Easements/Public Access Easements:

1. Owners of property within the delineated Canal corridor shall be encouraged to donate conservation easements to the County.
2. Major and minor subdivision and site plan applicants shall be requested to designate conservation easements of the Canal corridor on the plans for the property being developed and to donate such easements to the County. Where practical, public access should also be granted.

3. Applicants for subdivision and site plan approval shall also consider the sale of the Canal corridor and buffer as defined in Section B, to the County.

F. Review Procedures:

The Planning Board shall review and comments in regard to the compliance with the provisions of this section.

**CONSERVATION EASEMENT**

THIS INDENTURE, made this \_\_\_\_ (day) \_\_\_\_\_ day of \_\_\_\_ (month) \_\_\_\_\_, \_\_\_\_ (year) \_\_\_\_\_, BETWEEN, \_\_\_\_ (owner/corporation) \_\_\_\_\_, a corporation of the State of \_\_\_\_\_ (hereinafter referred to as the Grantor), AND the COUNTY OF WARREN, a public corporation of the State of New Jersey (hereinafter referred to as the County);

WHEREAS, the Grantor is the owner of lands in the \_\_\_\_ (Twn., Boro, Twp.) \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as the \_\_\_\_ (Twn., Boro, Twp.) \_\_\_\_\_) which are the subject of approval for a \_\_\_\_ (subdivision/site plan) \_\_\_\_\_ by the Planning Board of the \_\_\_\_ (Twn., Boro, Twp.) \_\_\_\_\_, Block \_\_\_\_\_, Lot(s) \_\_\_\_\_ on the Tax Assessment Map of the \_\_\_\_ (Twn., Boro, Twp.) \_\_\_\_\_; and

WHEREAS, one abandoned canal bed and other environmentally sensitive areas are located on said lands adjacent to or near said lands; and

WHEREAS, the Grantor and the County wish to protect the natural conditions of said abandoned canal and said stream or streams and other areas and the quality of the waters of said canals or said streams from adverse effects from the future development of the property.

**WITNESSETH**

In consideration of One Dollar (\$1.00) paid to the Grantor by the County at or before the delivery of this grant of easement, the receipt of which is hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys to the County forever a conservation easement over that tract, parcel or lot of land in the \_\_\_\_ (Twn., Boro, Twp.) \_\_\_\_\_ of \_\_\_\_\_, County of Warren and State of New Jersey, more particularly described on Schedule A annexed hereto in the location described on Schedule B annexed hereto, on the following terms and conditions:

1. There shall be no residential structures or accessory structures thereto in the area designated as conservation easement, except for drainage purposes, agricultural or farming structures.
2. Notwithstanding anything to the contrary contained in this instrument, there shall be allowed, subject to federal and state law or regulation, drainage facilities and any related structures and accessways.
3. No trees or shrubs shall be removed or destroyed except for:
  - (a) The purposes allowed herein.
  - (b) Diseased or storm damaged trees or shrubs needed to be removed in accordance with accepted horticulture or silvaculture practices.
4. No topsoil, sand, gravel, loam, rock or other material shall be excavated, dredged or removed from the easement area except for the purposes allowed herein or except with the written approval of the County acting through the governing body or such other body or official as the governing body may designate.
5. No filling of land shall be allowed except for purposes allowed herein or as allowed by the Corps, and no dumping or placing of trash, waste or unsightly or offensive material, for disposal or otherwise shall be permitted within the easement area.
6. No solid or liquid materials which might pollute or otherwise adversely affect the flow or quality of the water in any watercourse within the easement area shall be kept or stored within the easement area or placed in or discharged into any watercourse traversing the easement area.
7. No activities shall be permitted within the easement area which might be

detrimental to drainage, flood control, springs, water, conservation, water quantity or quality protection, erosion control, or soil conservation.

- 8. Notwithstanding the foregoing, this agreement may be modified by mutual consent of the Grantor and or the Grantor's assigns and the County of Warren.
- 9. The provisions of this Indenture shall be binding upon and shall inure to the benefits of the parties and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this Indenture as of the date first above written.

WITNESS: \_\_\_\_\_(Owner)\_\_\_\_\_

\_\_\_\_\_(name)\_\_\_\_\_, \_\_\_\_\_(title)\_\_\_\_\_      \_\_\_\_\_(name)\_\_\_\_\_, \_\_\_\_\_(title)\_\_\_\_\_

STATE OF \_\_\_\_\_:      COUNTY OF \_\_\_\_\_: SS. \_\_\_\_\_

I CERTIFY that on this \_\_\_(day)\_\_\_\_\_ day of \_\_\_(month)\_\_\_\_\_, \_\_\_(year)\_\_\_\_\_, \_\_\_(name)\_\_\_\_\_ personally came before me and this person acknowledged under oath, to my satisfaction that (a) this person is the \_\_\_(title)\_\_\_\_\_ of \_\_\_(owner/corporation)\_\_\_\_\_, the corporation named in this document; (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is \_\_\_(name)\_\_\_\_\_, \_\_\_(title)\_\_\_\_\_; (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors; (d) this person knows the proper seal of the corporation which was affixed to this document; (e) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
\_\_\_\_\_(name)\_\_\_\_\_, \_\_\_\_\_(title)\_\_\_\_\_

Subscribed and Sworn to:  
Before me this \_(date)\_ day

of \_(month)\_\_\_, \_\_\_(year)\_\_\_:

\_\_\_\_\_  
\_\_\_\_(notary public)\_\_\_\_\_



**CONSERVATION EASEMENT**  
*(with right to public access)*

THIS INDENTURE, made this \_\_\_\_ (day) \_\_\_\_\_ day of \_\_\_\_ (month) \_\_\_\_\_, \_\_\_\_ (year) \_\_\_\_\_, BETWEEN, \_\_\_\_ (owner/corporation) \_\_\_\_\_, a corporation of the State of \_\_\_\_\_ (hereinafter referred to as the Grantor), AND the COUNTY OF WARREN, a public corporation of the State of New Jersey (hereinafter referred to as the County);

WHEREAS, the Grantor is the owner of lands in the \_\_\_\_ (Twn., Boro, Twp.) \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as the \_\_\_\_ (Twn., Boro, Twp.) \_\_\_\_\_) which are the subject of approval for a \_\_\_\_ (subdivision/site plan) \_\_\_\_\_ by the Planning Board of the \_\_\_\_ (Twn., Boro, Twp.) \_\_\_\_\_, Block \_\_\_\_\_, Lot(s) \_\_\_\_\_ on the Tax Assessment Map of the \_\_\_\_ (Twn., Boro, Twp.) \_\_\_\_\_; and

WHEREAS, one abandoned canal bed and other environmentally sensitive areas are located on said lands adjacent to or near said lands; and

WHEREAS, the Grantor and the County wish to protect the natural conditions of said abandoned canal and said stream or streams and other areas and the quality of the waters of said canals or said streams from adverse effects from the future development of the property.

**WITNESSETH**

In consideration of One Dollar (\$1.00) paid to the Grantor by the County at or before the delivery of this grant of easement, the receipt of which is hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys to the County forever a conservation easement over that tract, parcel or lot of land in the \_\_\_\_ (Twn., Boro, Twp.) \_\_\_\_\_ of \_\_\_\_\_, County of Warren and State of New Jersey, more particularly described on Schedule A annexed hereto in

the location described on Schedule B annexed hereto, on the following terms and conditions:

1. There shall be no residential structures or accessory structures thereto in the area designated as conservation easement, except for drainage purposes, agricultural or farming structures.
2. Notwithstanding anything to the contrary contained in this instrument, there shall be allowed, subject to federal and state law or regulation, drainage facilities and any related structures and accessways.
3. No trees or shrubs shall be removed or destroyed except for:
  - (c) The purposes allowed herein.
  - (d) Diseased or storm damaged trees or shrubs needed to be removed in accordance with accepted horticulture or silvaculture practices.
4. No topsoil, sand, gravel, loam, rock or other material shall be excavated, dredged or removed from the easement area except for the purposes allowed herein or except with the written approval of the County acting through the governing body or such other body or official as the governing body may designate.
5. No filling of land shall be allowed except for purposes allowed herein or as allowed by the Corps, and no dumping or placing of trash, waste or unsightly or offensive material, for disposal or otherwise shall be permitted within the easement area.
6. No solid or liquid materials which might pollute or otherwise adversely affect the flow or quality of the water in any watercourse within the easement area shall be kept or stored within the easement area or placed in or discharged into any watercourse traversing the easement area.
7. No activities shall be permitted within the easement area which might be detrimental

to drainage, flood control, springs, water, conservation, water quantity or quality protection, erosion control, or soil conservation.

8. Except for unusual and unforeseen emergencies, the easement area shall be open to the public all year during designated hours. The opening and closing hours shall be posted at the entrance to the easement area for public information and shall be determined from time to time by resolution of the Warren County Board of Chosen Freeholders or designated agency.
9. The County reserves the right to create and maintain a footpath along the course of the easement including, where necessary, the removal of trees and other vegetation that impede the footpath course.
10. Public access to the easement area shall only occur once a park program has been established by the County in order to oversee the usage of the easement area by the public.
11. Notwithstanding the foregoing, this agreement may be modified by mutual consent of the Grantor and or the Grantor's assigns and the County of Warren.
12. The provisions of this Indenture shall be binding upon and shall inure to the benefits of the parties and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this Indenture as of the date first above written.

WITNESS:

\_\_\_\_\_ (Owner) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_(name)\_\_\_\_\_, \_\_\_\_ (title)\_\_\_\_\_                      \_\_\_\_ (name)\_\_\_\_\_, \_\_\_\_ (title)\_\_\_\_\_

STATE OF \_\_\_\_\_:                      COUNTY OF \_\_\_\_\_: SS. \_\_\_\_\_

I CERTIFY that on this \_\_ (day)\_\_\_\_\_ day of \_\_ (month)\_\_\_\_\_, \_\_ (year)\_\_\_\_\_,  
\_\_\_\_ (name)\_\_\_\_\_ personally came before me and this person acknowledged under oath,  
to my satisfaction that (a) this person is the \_\_\_\_ (title)\_\_\_\_\_ of  
\_\_\_\_ (owner/corporation)\_\_\_\_\_, the corporation named in this document; (b) this person is the  
attesting witness to the signing of this document by the proper corporate officer who is  
\_\_\_\_ (name)\_\_\_\_\_, \_\_\_\_ (title)\_\_\_\_\_; (c) this document was signed and delivered by the  
corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;  
(d) this person knows the proper seal of the corporation which was affixed to this document; (e)  
this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
\_\_\_\_ (name)\_\_\_\_\_, \_\_\_\_ (title)\_\_\_\_\_

Subscribed and Sworn to:  
Before me this \_\_ (date)\_\_ day  
of \_\_ (month)\_\_\_\_, \_\_ (year)\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_ (notary public)\_\_\_\_\_