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CONSERVATION EASEMENT

MERCER COUNTY PLANNING DIVISION
MCDADE ADMINISTRATION BUILDING
P.O. BOX 8068
TRENTON, NEW JERSEY 08650-0068

29th THIS CONSERVATION EASEMENT ("Conservation Easement"), made and effective on this day of June, 2009 between:

THE HAMILTON AREA YMCA, a New Jersey non-profit corporation, 1315 White Horse-Mercerville Road, Hamilton, New Jersey 08619 ("Grantor"),

and

THE COUNTY OF MERCER, New Jersey, a body politic and corporate, with its principal office in the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08611 (hereinafter "Grantee" or "County").

WHEREAS, Grantor is the owner of certain real property which is described in Exhibit A hereto and is known and designated as Block 2730, Lot 14.01, on the tax map of Hamilton Township, Mercer County, New Jersey (the "Property"); and

WHEREAS, the Property is a buffer to the Crosswicks Creek Greenway which is recognized as an important ecological region and widely recognized as an important habitat for wildlife, forest habitat and stream corridor preservation, and possesses significant recreational, historic, scenic, and open space values as more particularly described in the Baseline Data Report (as hereinafter defined) (collectively, the "Conservation Values") of great importance to the Township of Hamilton, County of Mercer, and to the people of the State of New Jersey; and

WHEREAS, the Property contains open fields used by the Grantor as a day camp ("Day Camp") and for outdoor recreation activities and the parties hereto wish to preserve the outdoor recreational use of the Property and the open fields and woodlands located thereon; and

WHEREAS, in 2006 the County acquired, with Green Acres funding, fee simple title from the Grantor to a stream corridor parcel located at the rear of the Property which provides public access to the Crosswicks Creek Greenway; and

WHEREAS, it is a goal of the County to preserve the ecologically intact undisturbed character of mature woodlands and forests by minimizing logging, forest canopy disturbance, removal of native understory shrubs, and soil disturbance which can encourage growth of non-native invasive plant species and diminish its habitat value for breeding of Neotropical migrant songbirds and other wildlife dependent on deep forest habitat; and

WHEREAS, development of the Property for other than recreation and conservation purposes would impair the scenic character of the local landscape and restrict the Property's availability for outdoor recreation activities; and

WHEREAS, it is the policy of the County to conserve open space and scenic vistas, and the County has found that this Conservation Easement is consistent with public policy of preserving open space and will yield a significant public benefit; and

WHEREAS, preservation of the Property is consistent with the goals set forth in *N.J.S.A. 40:12-15.1 et seq.*, the Mercer County Open Space and Recreation Master Plan, adopted by the Mercer County Open Space Preservation Board and County Planning Board in 1992, as updated in April 2003; and

WHEREAS, preservation of the Property is consistent with the goals set forth in the Communities of Place, the New Jersey State Development and Redevelopment Plan, prepared by the New Jersey State Planning Commission and adopted on June 12, 1992; and

WHEREAS, preservation of the Property is consistent with the goals set forth in the State of New Jersey's "Garden State Preservation Trust Act", *N.J.S.A. 13:8C-1 et seq.*, concerning open space, farmland, and historic preservation; and

WHEREAS, protection of the Property is pursuant to clearly delineated local, county, state, and federal governmental conservation and preservation policies and will yield a significant public benefit under Section 170(h)(4)(iii) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Property has resource qualities that benefit the general public by providing watershed protection, water quality protection and wildlife habitats, in relation to the adjacent Crosswicks Creek Greenway; and

WHEREAS, Grantor and Grantee intend that the Conservation Values of the Property be preserved and maintained by the continuation of such uses as a Day Camp consistent with outdoor recreation; and

WHEREAS, the qualities of the Property are further documented in an inventory of the Property dated as of June 13, 2008, and attached hereto as Schedule A ("Baseline Data Report"), a component of the Present Condition Report prepared for the Property, which consists of reports, maps, photographs, and other documentation that the parties agree provide accurate representation of the Property at the time of this grant and which is intended to serve as baseline information for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor desires to convey to Grantee the right to preserve and protect the Conservation Values and outdoor recreational uses of the Property in perpetuity; and

WHEREAS, Grantee is a governmental agency with the legal authority to hold and monitor easements; and

WHEREAS, Grantee agrees by accepting this grant of Conservation Easement to honor the intentions of Grantor stated herein and to preserve and protect or cause to be preserved and protected in perpetuity the Conservation Values and outdoor recreational uses of the Property for the benefit of this generation and generations to come.

NOW, THEREFORE, in consideration of the sum of Eight Hundred Seventy-Two Thousand Six Hundred Dollars (\$872,600.00), receipt of which is hereby acknowledged, and pursuant to the New Jersey Conservation Restriction and Historic Preservation Restriction Act, *N.J.S.A. 13:8B-1 et seq.* ("Conservation Restriction Act"), Grantor hereby dedicates, grants, transfers, and conveys to Grantee a Conservation Easement ("Conservation Easement") in perpetuity over, under and across the Property of the nature and character and to the extent hereinafter set forth. This Conservation Easement shall run with the land, and shall be binding upon all future owners of any interest in the Property.

1. Purpose

The purpose of this Conservation Easement is to assure that the Property will be retained forever as preserved open space for the purpose of outdoor recreation, except as may otherwise be agreed to in

writing by the parties for recreational and conservation purposes, and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities. The primary intention hereof is to prevent the Property from being developed for residential, commercial or other non-recreation or non-conservation use.

The Property, as delineated on the plan attached hereto as Exhibit B, will be subject to restrictions, as follows:

A. The Property will be maintained primarily as an outdoor recreational facility for use by the Hamilton Area YMCA as a Day Camp. No indoor recreation activities shall be permitted unless same are consistent with, and ancillary to, and not primary in nature to, the outdoor recreational use of the Property. The Grantee recognizes the occasional use by Grantor of the Property for indoor programs, primarily in the winter, consistent with the purpose of the Grantor and its programs. The Grantor agrees, however, that the primary use of the Property will be for outdoor recreation and activities in support of outdoor recreation, with occasional indoor use only as a supplement to same, and that all uses of the Property must be consistent with the provisions of N.J.S.A. 13:8C-1 et seq., as codified in N.J.A.C. 7:36 (collectively, the "Green Acres Regulations"), and N.J.S.A. 40:12-15.1 et seq. (the "County Open Space Act").

B. Except for those rights expressly reserved herein, any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

i. Subdivision and Development. Any subdivision of the Property is expressly prohibited. The development of the Property for other than recreational and conservation purposes is expressly prohibited.

ii. Structures and Construction. There shall be no placement or construction of any buildings, structures, or other improvements of any kind on the Property, other than as specifically set forth in this Easement or unless otherwise agreed to by the parties in the Camp Management Plan or otherwise in writing by the parties. If the Grantor wishes to construct any buildings, structures or other improvements on the Property which are not otherwise specifically permitted by this Easement, the Grantee's prior consent to same must be obtained. The placement or construction of any buildings, structures, or other improvements of any kind shall not impede the use of the Property for outdoor recreation and shall be consistent and/or in support of outdoor recreation uses of the Property. Such permitted placement or construction may include, by way of example and not by way of limitation, outdoor playing fields, courts, pavilions, outdoor amphitheaters, nature centers, horse stables, administrative offices, snack and concession stands, nature center and outdoor pools, which shall be in accordance with best management practices as set forth by the Natural Resources Conservation Service ("NRCS") to protect the entire Easement Area and will act in a manner to prevent the destruction of the natural setting of the Easement Area. Notwithstanding the foregoing, the following specific construction shall be permitted:

- a. The Grantor shall be permitted to erect up to four (4) additional pavilions on the Property to provide shelter for the campers.
- b. The Grantor shall be permitted to construct one additional outdoor family pool for use by day campers.
- c. The Grantor shall be permitted to install a seasonal inflatable bubble enclosure for the existing outdoor pool, provided same complies with Green Acres regulations and Township zoning ordinances. The seasonal inflatable

bubble enclosure shall be removed to provide for outdoor swimming during the time period from each Memorial Day through Labor Day.

- d. The installation of lights for evening play at the baseball fields shall be permitted.
- e. The construction of a playground for individuals with disabilities shall be permitted in support of the Grantor's recreational programs for children and families with disabilities.
- f. The Grantor shall be permitted to construct an outdoor rock climbing wall for use by the campers.
- g. The Grantor shall be permitted to construct one (1) additional recreation building, of no more than 8,000 square feet, in the vicinity of the existing facility, for uses consistent with and in support of the Day Camp and existing camp programs and for occasional indoor recreation use in support of the outdoor activities.

iii. Mining. Except as agreed to by the parties in the Camp Management Plan or otherwise in writing by the Grantor and Grantee, there shall be no grading, mining, excavation, dredging or removal, or disturbance of top soil, gravel, sand, loam, rock or other materials or minerals from, in, on, over or beneath the Property except for maintenance of the existing drainage ditches on the Property. Disturbance of the soil and grading shall be permitted in connection with any permitted construction at the Property.

iv. Roads, Driveways and Impervious Cover. No portion of the Property shall be covered with concrete, asphalt, oiled stone or any other impervious paving material with the following exception: Existing paved roads, parking lots and driveways may be maintained in their current condition at their current location without further permission from the Grantee. No new roads or driveways may be constructed on the Property. Additional parking areas, not to exceed 100 spaces, shall be permitted to be constructed in areas approved by Grantee, and shall be constructed with a pervious materials such as grass block, in accordance with local zoning regulations. The Grantor shall be permitted to apply and install a synthetic soccer field (such as "Nexturf") for use by persons utilizing the facilities.

v. Trash; Dumping; Filling. Except as agreed to by the parties in the Camp Management Plan or otherwise in writing by the Grantor and Grantee, there shall be no filling, dumping, placing, storage or burning of soil or other substances or materials on any portion of the Property. Burning will be permitted only if the proper permits are obtained in advance.

vi. Natural Resource Protection; Flood Control; Drainage. No activity shall be permitted on the Property which would be detrimental to natural drainage, flood control, water conservation, or soil erosion control. Earthwork or other activities which would improve wildlife management or protection of the stream corridor or wetlands or would advance other conservation objectives may be undertaken upon written agreement of Grantor and Grantee and the holder of a Secondary Right of Enforcement (as defined hereafter) and upon obtaining all necessary State and local approvals.

vii. Cutting. Except as agreed to by the parties in the Camp Management Plan or otherwise in writing by the Grantor and Grantee, there shall be no cutting of trees or clearance of natural or vegetative growth on the Property.

viii. Utilities. Grantor shall have the right to use the Property for the purpose of running lines or otherwise making connections solely for utility services or other such facilities required for or associated with the outdoor recreation and Day Camp use of the Property consistent with this Conservation Easement. In conjunction with any use of the Property by Grantor for the purpose of running lines or otherwise making connections for utility services or other such facilities as provided for in the immediately

preceding sentence, Grantor shall restore the portion of the Property so used to its original condition (or as close to its original condition as is feasible and possible) after the work has been completed. The Property may not be used for the installation or running of utilities to service properties other than the Property as aforesaid.

2. Grantor's Obligations. Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligations of the Grantor as the owner of the Property. This shall apply to the following:

i. Grantor shall continue to be solely responsible for and shall pay all real estate taxes and assessments levied against all of the Property.

ii. The Grantor, as owner of the Property, shall continue to be solely responsible for the upkeep and maintenance of the Property in good condition. The Grantee shall have no obligation for the upkeep or maintenance of the Property. Nothing in this Easement shall require the Grantor to take any action to restore the condition of the Property after any Act of God or other event over which they had no control.

iii. Grantor shall ensure that no activity on or use of the Property is inconsistent with the purpose of this Conservation Easement, the Green Acres Regulations or the County Open Space Act.

iv. Right of First Refusal. Grantor agrees to give the Grantee, jointly and severally, a Right of First Refusal to purchase the Property, which right shall be of perpetual duration. The conditions of this Right shall be such that whenever the Grantor receives a written offer from a person or persons to purchase all or any part of the Property, and Grantor accepts the offer subject to this Right of First Refusal, the Grantor shall notify the Grantee via certified mail of the offer. Grantee may elect to purchase the Property at the offered price and upon such other terms and conditions not less favorable to the Grantor than those contained in the conditionally accepted offer. Grantee shall have ninety (90) days to elect to purchase the Property and will notify the Grantor by certified mail of such an election.

This Right of First Refusal shall not apply to any gift, inheritance, or other transfer of the Property without consideration or any mortgage with respect to the Property, including any transfer to any mortgagee thereunder, whether by foreclosure or otherwise. The Right of First Refusal shall apply to all other sales and conveyances of the Property, including any sale or conveyance for consideration of any interest in the Property, including any conveyance by, or conveyance of any interest in, a family corporation, partnership or other related holding entity.

v. Camp Management Plan. Grantor shall, by the effective date of this Conservation Easement, and every fifth year thereafter, submit and obtain the written approval of Grantee of a detailed comprehensive plan for management of the Property ("Management Plan") as a camp ground for the period of five (5) years commencing on the effective date of this Easement and for each succeeding five year period. The Management Plan shall include a description of the type, location, and use of any proposed improvements to or capital projects at the Property. Grantee shall approve the Management Plan provided that the Management Plan is consistent with the conservation purposes of this Easement and Grantor and Grantee's commitment herein to preserve the Property in its natural, scenic, open and existing state as a camping facility. As approved, the Management Plan shall become a part of this Easement and Grantor shall not modify or deviate from the approved Management Plan without first obtaining the express written approval thereof by the Grantee.

3. Grantee's Rights

The following rights and obligations are conveyed to Grantee by this Conservation Easement:

A. To preserve and protect the Conservation Values of the Property, as documented in the Baseline Documentation and the Present Condition Report, and to prevent uses of the Property that are not in support of recreation or conservation.

B. To enter or cause its agents to enter upon the Property at all reasonable times for the purposes of inspection in order to enforce and ensure compliance with the terms and conditions of this Conservation Easement; provided, however, that such entry shall be upon at least twenty-four (24) hours advance notice to Grantor of Grantee's or Grantee's agents' intention to enter the Property and that such time of entry shall be limited to the daylight hours on regular business days of the week, except in cases of emergency.

C. To prevent any activity on or use of the Property that is inconsistent with the purpose and terms of this Conservation Easement, and to restore or require restoration of any aspects of the Property which are damaged by any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement.

D. To preserve the Property as part of the overall Crosswicks Greenway, identified in the Mercer County Open Space and Recreation Plan, which provides for stream corridor protection and connection to public access for canoeing and walking trails or the adjacent stream corridor parcel.

E. To take any other action necessary or convenient to preserve and protect the recreation and conservation values of the Property.

4. Reserved Rights

Grantor reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to grant mortgages and to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. All mortgages granted by Grantor shall be subordinate to this Conservation Easement either by its terms or a recorded subordination agreement.

5. Grantee's Remedies

In the event of any alleged breach or any dispute between Grantor and Grantee, or their respective successors and assigns, as to the interpretation of this Conservation Easement, or the rights granted or reserved herein, which, following notice thereof and a reasonable opportunity to cure, is not settled by agreement between them, the parties shall have all of the rights that are available to them under law and this shall include, but not be limited to, the right of the parties to institute suit, seek specific performance and/or take any other legal action that they deem necessary in order to protect and preserve their rights and interests hereunder.

In the event of any violation of this Conservation Easement, the Grantee may, in its sole discretion and with or without notice, institute suit or take any other action it deems necessary to enjoin such violation, ex parte or otherwise, and to require restoration of the Property to its prior condition and additionally to seek damages and costs incurred in bringing the action and curing the violation. The Grantor shall pay whatever costs the Grantee incurs in enforcing the Grantor's obligations pursuant to this

Conservation Easement and the Green Acres Regulations. Such costs shall include, but not be limited to, labor and other personnel costs, equipment and material costs, attorney and other professional fees, and court costs.

The Grantee's remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to the Grantee at law or equity.

No failure on the part of the Grantee to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

In addition to all other rights and remedies listed in this Conservation Easement, the Grantee, and its employees and agents, shall have the right to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor is complying with the terms of this Conservation Easement; provided that, except in cases where the Grantee determines that immediate entry is required to prevent, terminate or mitigate a suspected or actual violation of this Conservation Easement, such entry shall be upon sending prior reasonable notice to the Grantor's last known address. This right of inspection includes access to the interior of buildings and structures.

6. Indemnification

A. Grantor shall hold harmless, indemnify and defend Grantee and its members, directors, officers, employees, agents, and contractors, and their successors and assigns ("Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses or claims including, without limitation, reasonable attorneys fees arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the gross negligence or willful misconduct of any of the Indemnified Parties.

7. Valuation, Extinguishment and Condemnation

A. This Conservation Easement constitutes a real property interest which shall vest immediately in Grantee. For purposes of this Paragraph 7, the parties stipulate that Grantee's real property interest shall have a fair market value determined by multiplying the fair market value of the Property unencumbered by this Conservation Easement (minus any increase in value after the date of this grant attributable to improvement) by the ratio of the value of this Conservation Easement at the time of this grant to the value of the Property, without deduction for the value of this Conservation Easement, at the time of this grant. The value at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this donation, pursuant to Internal Revenue Code Section 170(h), as amended. For the purposes of this Paragraph 7, the ratio of the value of this Conservation Easement to the value of the Property unencumbered by this Conservation Easement shall remain constant.

B. Should future circumstances render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by law at the time, in accordance with Paragraph 7.A herein.

C. Should all or part of the Property be taken in exercise of eminent domain so as to abrogate the restrictions imposed by this Conservation Easement, Grantor shall, at Grantor's expense, take appropriate actions, which may include an out-of-court settlement with the condemnor to recover the full value of the taking and all incidental or direct damages resulting from the taking for the benefit of Grantor and Grantee. All expenses incurred by Grantor in such action shall be paid out of the recovered proceeds. The remaining recovered proceeds shall be distributed between Grantor and Grantee in proportion to the fair market value of their respective interests in the Property on the date of execution of this Conservation Easement, as described in Paragraph 7.A herein. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

8. Transfer

A. In the event that Grantee desires to convey this Conservation Easement and interest created hereby, it may do so at any time to any privately funded or publicly supported charity provided that such organization is a "qualified" organization pursuant to the terms of Paragraph 8.B herein.

B. A "qualified organization" as used herein shall be an organization whose primary purpose is the preservation of natural resources and open space and meets the requirements of Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, or substantially similar provisions of future codes.

C. The Grantee may convey this Conservation Easement in accordance with the provisions of *N.J.S.A. 13:8C-34 et seq.*

9. Successors

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective personal representatives, heirs, successors and assigns (including any mortgagees and transferees thereof), and shall continue as an easement in gross, shall run with the land and shall be perpetual.

10. Subsequent Transfers

Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property including, without limitation, a leasehold interest. Grantor shall provide notification to Grantee of intent to change ownership of the Property, including the name of the new owner, a minimum of thirty (30) days prior to intended date of transfer, and of any proposed activities that could have a significant effect or impact on the protected resources within the Conservation Easement area. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way, or the validity or effectiveness of the deed or other legal instrument by which Grantor is divested of any interest in all or a portion of the Property including, without limitation, a leasehold interest.

11. Governing Law

This Conservation Easement shall be governed in all respects by the laws of the State of New Jersey.

12. Recordation and Corrective Instruments

This Conservation Easement shall be recorded in the official records of the County of Mercer, State of New Jersey, as soon as possible after execution of same. The Grantee may re-record this instrument at any time it may deem necessary or convenient to preserve its rights pursuant to this Conservation Easement. The Grantor shall execute any corrective or additional instrument which the Grantee determines may be necessary or convenient to secure its rights under this Conservation Easement or fully to effectuate the purposes intended to be achieved by this Conservation Easement.

In order to provide the Grantee with notice of a change in ownership or other transfer of an interest in the Property, the Grantor agrees for itself, its personal representatives, heirs, successors and assigns, to notify the Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated.

13. Miscellaneous

This Conservation Easement shall run with the land in perpetuity. Every provision of this Conservation Easement that applies to the Grantor or the Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns and all other successors as their interests may appear. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in this Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer. Ownership, rental or occupancy of the Property or any part thereof shall be conclusively deemed to mean that the Grantor, tenant or occupant has accepted, ratified and will comply with the terms, provisions and conditions of this Conservation Easement.

The Grantor shall warrant and defend its fee simple title against all claims from persons claiming by, through, or under the Grantor.

The Grantor shall defend and indemnify the Grantee and the New Jersey Department of Environmental Protection, Green Acres, against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous wastes or violation of federal, state or local environmental laws. Without limiting the foregoing, nothing in this Conservation Easement shall be construed as giving rise to any right or ability in the Grantee, nor shall the Grantee have any right or ability to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

Unless the parties expressly state that they intend a merger of estates or interest to occur, then no merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Conservation Easement.

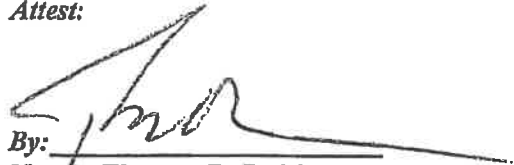
Any notice which either the Grantor or the Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery; if to the Grantor, then at 1315 White Horse-Mercerville Road, Hamilton, New Jersey 08619, if to any subsequent owner to an address specified by such owner in writing to the Grantee at the time of acquisition of the Property, and if to the Grantee, then at the County Administration Building, Room 412, 640 South Broad Street, Trenton, New Jersey.

Each party may change its address set forth herein by a notice to such effect to the other party.

The parties may by mutual written agreement jointly amend this Conservation Easement, provided the amendment shall be consistent with the purposes of this Conservation Easement, does not cause this Conservation Easement to not qualify as a conservation easement under the Conservation Restriction Act, and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed in the same manner as this Conservation Easement, refers expressly to this Conservation Easement, and is filed with the Mercer County Clerk's Office. All changes and amendments to this Conservation Easement must be made in accordance with the Green Acres Regulations and all other applicable statutes, rules and regulations including, but not limited to, the Conservation Restriction Act.

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

Attest:

By: 
Name: Thomas R. Smith
Title: Secretary

GRANTOR:
THE HAMILTON AREA YMCA


By: 
Name: James J. Fell
Title: Chief Executive Officer

COUNTY OF MERCER

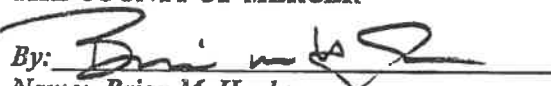
The Undersigned, being the County Executive of Mercer County, on behalf of the Board of chosen Freeholders of the County of Mercer, hereby accepts and approves this Conservation Easement as authorized by Freeholder Resolution No. 2008-439

ACCEPTED AND APPROVED this 29th day of June, 2009

Attest:

By: 
Name: Jerlene H. Worthy
Title: Freeholder Clerk

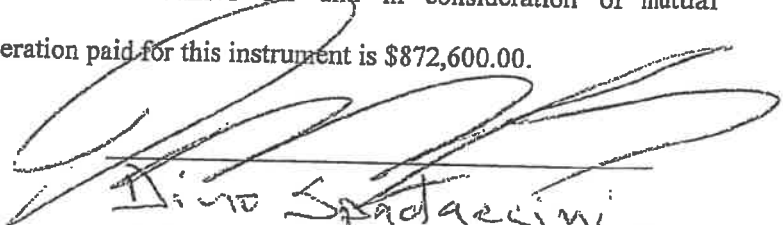
THE COUNTY OF MERCER

By: 
Name: Brian M. Hughes
Title: County Executive

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on 7/12, 2009, James J. Fell personally came before me and acknowledged under oath, to my satisfaction, that each person:

- (a) Is the Chief Executive Officer of the Hamilton Area YMCA, the entity named in this CONSERVATION EASEMENT;
- (b) Signed, sealed and delivered this CONSERVATION EASEMENT as the act and deed of the Corporation pursuant to a resolution of its Board of Trustees;
- (c) Made this CONSERVATION EASEMENT for and in consideration of mutual obligations and benefits to each party; and
- (d) The actual and true consideration paid for this instrument is \$872,600.00.


Dino Spadaccini
Attorney at Law of NJ

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on June 29, 2009, Brian M. Hughes, County Executive of the County of Mercer, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) personally signed this CONSERVATION EASEMENT as County Executive of the County of Mercer, the entity named in this CONSERVATION EASEMENT; and
- (b) signed, sealed and delivered this CONSERVATION EASEMENT as the act and deed of the County pursuant to a resolution of the Board of Chosen Freeholders.


Notary Public

PATRICIA L TSILIMIDOS
Notary Public of New Jersey
My Commission Expires Feb. 13, 2012

