

**pureland**  
INDUSTRIAL COMPLEX

**Declaration of  
Environmental Standards  
and  
Declaration of  
Reciprocal Easements**

as recorded  
October 4, 1973  
Deed Book 1250  
Gloucester County, New Jersey

**DECLARATION OF ENVIRONMENTAL STANDARDS  
PURELAND INDUSTRIAL COMPLEX**

THIS DECLARATION is made this 23rd day of August, 1973, by STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA, a Massachusetts corporation, 440 Lincoln Street, Worcester, Massachusetts 01605 ("Declarant").

WHEREAS, Declarant holds title to the real property described in Section 1.01 hereof and, for the purposes hereinafter stated, desires to subject said property (together with such additional property as may be made subject hereto in accordance with Section 9.02 hereof ("Additional Property")) to the covenants, restrictions and provisions contained herein, each and all of which is and are for the benefit of said property and the Additional Property and the present owner and future owners, occupants and users of all or any portion thereof:

NOW, THEREFORE, Declarant, for itself and its successors and assigns, hereby declares that the real property described in Section 1.01 hereof and the Additional Property is and shall be held, transferred, sold, conveyed, encumbered, leased, used and occupied subject to the covenants, restrictions and provisions contained herein.

**I. Property Subject to This Declaration**

1.01 The real property that is made subject to this Declaration is located in Logan Township, Gloucester County, New Jersey, and is more particularly described in Exhibits A and B hereto and a part hereof, which property and the Additional Property, if any, is to be developed as an ecologically planned and pollution controlled complex of heavy, medium and light industry and is referred to hereinafter as "Pureland".

1.02 All powers and rights created in Declarant hereby shall enure to the benefit of Pureland Association, Inc. at such time as Declarant no longer has an interest in any land that is a portion of Pureland.

**II. Purposes**

2.01 Pureland is made subject to this Declaration to insure its development as an ecologically planned and pollution controlled complex of heavy, medium and light industry. Without limiting the generality of the foregoing, Pureland is made subject to this Declaration to protect Declarant, the Owners, Primary Tenants, and Secondary Tenants of Plant Sites therein against improper use, development, and improvement of other Plant Sites therein; to encourage the erection and maintenance of attractive improvements therein at appropriate locations on each Plant Site therein; to secure and maintain proper setbacks from roadways and adequate free space between improvements therein; and in general to provide adequately for a high type and quality of improvement therein.

**III. Environmental Standards**

3.01 This article sets forth Environmental Standards for "Pureland" and the "Pureland Light Industrial Area", a part of "Pureland".

3.02 The following Environmental Standards apply to "Pureland". Except during abnormal operations caused by



upset conditions, equipment malfunctions or breakdowns, or maintenance, a failure to meet the following Environmental Standards shall be considered a violation of the Environmental Standards. During any such unusual conditions, the affected member shall take all reasonable steps to correct the situation so as to limit pollutant emissions as specified in these Environmental Standards.

(A) AIR POLLUTANTS

(1) Definitions

All terms used herein shall be in accordance with those used in the State of New Jersey Air Pollution Regulations, except that "particulate matter" shall be defined as any material other than uncombined water which is in the form of a solid or liquid at the gas conditions existing at point of discharge.

(2) Open Burning

Open burning is prohibited unless conducted in compliance with local and New Jersey Regulations and with the prior approval of Declarant.

(3) Particulate Matter

(a) Emission of particulate matter from the combustion of solid fuels for heat for power shall not exceed that allowable under applicable regulations of the State of New Jersey, nor shall any installation burning solid fuels for heating purposes and having a heat input capacity exceeding  $10 \times 10^6$  BTU/hr. be constructed without the installation of air pollution control equipment which will remove a minimum of 97% of the particulate matter leaving the process in the flue gas.

(b) Particulate matter from sources not included in the previous paragraph shall not be discharged into the outdoor air in a concentration exceeding 0.03 grains per cubic foot of gas at actual gas conditions unless a minimum of 95% of such particles leaving the process in the stack gas are removed from the gas prior to discharge. However, regardless of degree of gas cleaning, the following provisions shall apply.

(i) The concentrations of solid particles shall not exceed 0.05 grains per cubic foot at 60°F and 1 atmosphere pressure.

(ii) No more than 3% by weight of the particles discharged shall equal or exceed 44 microns in diameter.

(iii) No more than 40 pounds of particulate matter per hour shall be discharged into the outdoor air from any single source.

(c) The provisions of this section shall not apply to incinerators constructed for the primary purpose of destruction of waste solid or liquid materials. However, no such incinerator shall discharge stack gases containing solid particulates, including particles which are liquid at 60°F, in excess of 0.10 grains per standard cubic foot of dry gas, corrected to 12% carbon dioxide (excluding auxiliary fuel) and to one atmosphere pressure at 60°F.

(4) Visible Emissions

Visible emissions, other than water vapors from vents and stacks shall not exceed Ringelmann #1 or 20% Equivalent Opacity except that smoke of a density not exceeding Ringelmann #2 or 40% Equivalent Opacity may be emitted for any aggregate time of not more than 3 minutes in any 60 minute period.

(5) Sulphur and Other Compounds

(a) Emissions of the following compounds, excluding those resulting from the combustion of fuels, or the operation of sulphur recovery units, shall not exceed 1.2 pounds per hour per source:

(i) Combined sulphuric acid and sulphur trioxide expressed as equivalent weight of sulphuric acid.

(ii) Halogens

(iii) Hydrogenated halogens

(iv) Phosphorous pentoxide

(v) Combined nitric oxide (NO) and nitrogen dioxide (NO<sub>2</sub>) expressed as equivalent weight of NO<sub>2</sub>.

(b) Further, sulphuric acid, sulphur trioxide as sulphuric acid, and oxides of nitrogen (NO and NO<sub>2</sub>) resulting from the combustion of fuels or other operations shall not be emitted in quantities which will cause calculated average annual ground level concentrations from a single source to exceed 0.01 ppm of sulphuric acid and/or sulphur trioxide (expressed as SO<sub>3</sub>) and 0.05 ppm oxides of nitrogen (expressed as NO<sub>x</sub>).

(c) For the purpose of these Environmental Standards, the concentration at ground level in ppm of sulphuric acid and/or sulphur trioxide (expressed as SO<sub>3</sub>) and oxides of nitrogen (expressed as NO<sub>x</sub>) shall be computed in accordance with the techniques described in "Workbook of Atmospheric Dispersion Estimates", Public Health Service Publication No. 999-AP-26, revised 1969, and based on the assumption of a class "A" Stability condition with a wind speed of 2 meters per second.

(d) The sulphur content of fuels used shall not exceed that permissible under applicable regulations of the State of New Jersey.

(6) Increase in Suspended Particulate Matter

*Between Upwind and Downwind Property Lines*

Notwithstanding any other provision herein, the average increase in suspended particulate matter between the upwind and downwind property lines of a given Plant Site shall not exceed 20 µgm/cubic meter as measured by directional high volume samplers operating on a 22½ degree vector. For data to be considered valid, a given sampler must operate a minimum of 6 hours in any 24-hour period. A minimum of ten such samples shall be used to determine the average increase in suspended particulates.

(7) Dust Clouds

Visible dust clouds shall not be produced on Plant Sites during winds of 20 knots or below. Dust clouds shall be prevented by appropriate equipment and plant design in conjunction with proper landscaping.

(8) Odorous Materials

Odorous materials excluding sulphur dioxide and combustion products of coal, oil and natural gas, shall not be discharged into the outdoor air in an average concentration exceeding that given by the following equation:

$$\text{Maximum Odor Concentration} = \frac{212,000}{q}$$

Where Odor Concentration is defined as one plus the number of volumes of odor free air which must be added to one volume of stack gas to dilute the odor in the resultant mixture to the point that the odor is barely perceptible to the human nose.

q = Stack gas discharge in cubic feet per minute



Regardless of the above equation, gases may not be discharged with an odor concentration exceeding 200, nor will it be necessary to reduce the odor concentration below 10 prior to discharge of a stack gas.

No odorous materials shall be discharged at a point less than 30 feet above ground level.

Instantaneous odor concentration discharge shall not exceed 150 percent of the allowable average rate as determined above.

(9) *Combined Stack and Random Odors*

Combined stack and random odors shall not be intentionally discharged in quantities detectable beyond a Member's Plant Site setback line. A member shall take all reasonable actions to immediately remedy any accidental discharges causing odors to pass beyond the Member's Plant Site setback line.

(10) *Organic Vapors*

Organic vapors shall not be intentionally discharged from any stack, vent, or valve to the outdoor air in a concentration exceeding 200 parts per million by volume.

(11) *Toxic and Allergenic Compounds*

Emission of toxic and allergenic compounds will be limited to a level which will insure protection to all forms of life. Proposed emission levels will be approved by Declarant in each specific instance.

(12) *Water Vapor*

Emission of visible water vapor to the atmosphere shall be limited to conform with good modern industrial practice.

(B) **RADIOACTIVE MATERIALS**

With the exception of process instrumentation and detection procedures utilizing radioactive materials in an Atomic Energy Commission approved manner, the manufacture, utilization, or storage of radioactive materials shall not be allowed in Pureland, except by special permit of Declarant.

(C) **EXPLOSIVES AND FLAMMABLE MATERIALS**

The manufacture, transportation, storage, and use of material or products which decompose by detonation shall be conducted in accordance with the National Fire Protection Association Standard No. 495, "Code for Manufacture, Transportation, Storage and Use of Explosives and Blasting Agents", and the rules and regulations governing explosives promulgated by the State of New Jersey and other authorities having jurisdiction. Explosive materials not covered by these standards and regulations shall be manufactured, stored or utilized no closer than 200 feet to a Plant Site title line or 300 feet to Pureland Light Industrial Area or commercial or residential areas as defined in municipal zoning ordinances.

The manufacture, transportation, utilization, and storage of flammable materials shall be conducted in accordance with accepted standards for safety and fire prevention. Such standards shall include the National Fire Codes and the appropriate standards of the American Petroleum Institute, the Manufacturing Chemists Association, and other organizations that promulgate standards of good practice. The storage, utilization, or manufacture of flammable gases or liquids having a flash point below 110°F shall not be permitted within 200 feet of the bound-

ary line separating Pureland from a residential or commercial area as defined in municipal zoning ordinances except when storage underground or in containers of 5,000 gallons or less above ground. (When flammable gases are stored in the gaseous phase, the above limit in gallons shall be multiplied by 30 to obtain the limit in cubic feet at 14.7 pounds per square inch absolute and 60°F.)

Flammable liquids that may get into the waste system shall be trapped and contained at a point within the Plant Site lines.

(D) **NOISE**

(1) *Definitions*

(a) *Sound Pressure Decibel Level*

The logarithm to the base (10) of the ratio of the pressure at a particular sound level to the reference pressure of a 0.0002 microbar.

(b) *Microbar*

Pressure in dynes/cm<sup>2</sup>

(2) *Sound Pressure Decibel Levels*

At no point on the Plant Site title line or street right-of-way adjacent to a Plant Site either at ground level or at a habitable elevation shall the sound pressure decibel levels in the octave bands exceed those shown below, relative to the standard reference of .0002 microbar.

<i>Octave Band (cycles per second)</i>	<i>Sound Pressure Level in Decibels Relative to 0.0002 Microbar*</i>
0- 75	79
75- 150	74
150- 300	68
300- 600	62
600-1200	56
1200-2400	51
2400-4800	47
above-4800	44

Measurements shall be made during the time of maximum disturbance.

(3) *Measurement*

Measurement of noise shall be made with a sound level meter and octave band analyzer meeting the standards prescribed by the American National Standards Institute, New York, New York (No. S1.4, "American Standard Sound Level Meters for Measurement of Noise and Other Sounds", and S1.11, "American Standard Specification for an Octave-Band Filter Set for the Analysis of Noise and Other Sounds"). The instrument shall be maintained in good working order and calibrated with its associated acoustic calibrator at the time of any noise measurement. Professionally acceptable procedures in acoustics engineering shall be followed in the taking of sound level measurements and in their proper representation.

(E) **VIBRATION**

(1) *Vibrations at Title Lines*

There shall be no operations creating intense earth-shaking vibrations such as are created by heavy drop forges, or heavy hydraulic equipment. Such equipment may be used if its operations are controlled in such a

\*Reduced by 3 dB on the boundaries of Pureland Light Industrial Areas and commercial or residential areas as defined in local zoning ordinances.

manner as to prevent earth-shaking vibration perceptible at Plant Site title lines without the aid of instruments.

(2) *Vibrations Affecting Processes*

Instruments may be used by the Association to determine the extent of vibrations transmitted to a vibration-sensitive process from a neighboring operation. If, in the opinion of the Association, an undesirable effect is being created, the offender shall be required through the remedies herein to make every reasonable effort to reduce the undesirable effect of its equipment.

(F) **GLARE**

(1) *Allowable Illumination*

Any operation or activity producing intense glare except for emergency procedures shall be conducted so that direct and indirect illumination from the source shall not exceed 0.2 foot candle in any area zoned residential by municipal authorities. Flickering and intense sources of light shall be controlled so as not to cause a nuisance across Plant Site title lines.

(G) **WASTEWATER AND SURFACE DRAINAGE**

(1) *Definitions*

(a) **Liquid Waste.** Domestic wastewaters and industrial process wastewaters of acceptable quality, not including cooling waters or uncontaminated storm water.

(b) **BODs.** Biochemical Oxygen Demand as determined by "Standard Method for the Examination of Water and Wastewater" by American Public Health Association, Inc.

(c) **Carbonaceous Oxygen Demand (FSUOD).** First stage ultimate oxygen demand as defined by the Delaware River Basin Commission.

(d) **Pureland Central Wastewater System (CWW System).** The total system of wastewater pipes, pumps, valves, equipments and other appurtenances, as well as on or off-site wastewater treatment facilities provided by Pureland or other local or Regional Sewage Authority.

(2) *Aqueous Wastes*

(a) Members in the Association may discharge aqueous wastes into the CWW System. Each Member desiring to connect to the CWW System shall be obligated to contract with the CWW System, when created and in operation, for the collection, treatment, and disposal of its aqueous wastes.

(b) To assure the efficiency of wastewater treatment in the CWW, Members in the Association shall discharge only contaminated wastes into the CWW. Uncontaminated storm water shall discharge to the Pureland Common Utilities and Service Facilities, or other system acceptable to the Declarant.

(c) No Member shall discharge into the CWW any industrial waste, chemical or other matter:

(i) having a suspended solids content averaging more than 300 mg/l;

(ii) having a temperature higher than 150°F;

(iii) containing more than 100 mg/l of fat, oil or grease;

(iv) containing any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas, which will interfere with the proper operation of the CWW System.

(v) containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous substance capable of causing obstruction or other interference with the proper operation of the Pureland CWW System;

(vi) having a "pH" lower than 5.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structure, equipment, or personnel of the Pureland CWW System.

(vii) containing toxic or poisonous substances in sufficient quantity; to injure or interfere with any sewage treatment process; to constitute a hazard to humans or animals, or to create any hazard in the waters receiving the effluent of the CWW System.

(viii) containing total solids of such character and quantity that unusual attention or expense is required to handle such materials at the CWW treatment facility;

(ix) containing noxious or malodorous gas or substance capable of creating a public nuisance;

(x) batch-collected from septic tanks, cesspools or other on-lot sanitary disposal systems;

(xi) containing more than 100 mg/l of free ammonia (NH<sub>3</sub>);

(xii) restricted by virtue of the New Jersey Department of Health permit under which the Pureland CWW System is required to operate; unless otherwise permitted, authorized or approved by the Pureland CWW System and the State of New Jersey or any duly constituted board, commission or department thereof having jurisdiction in the premises.

(d) Any discharge having a five (5) day, twenty (20) degree C (Centigrade) biochemical oxygen demand (BOD) averaging more than 600 milligrams per liter (mg/l) may be subject to extra surcharge costs.

(e) Prior to a Member's obtaining permission to discharge wastes into the Pureland CWW System, it will provide, at its own expense, a review of its proposed processes and wastewaters by the Association.

(f) Any Member permitted to discharge industrial waste into the CWW System will provide, at its own expense, suitable facilities to enable sewage samples to be collected for analyses and to permit the taking of such samples as may be requested by Declarant and the Association.

(g) In addition, records will be kept by the Member in accordance with the requirements as determined by the Association. These records shall be made available to Declarant and the Association at its request.

(3) *Direct Wastewater Discharge*

(a) Members of the Association may discharge liquid wastes into receiving streams on or adjacent to Pureland. The volume, quality, and point of discharge of domestic and industrial liquid wastes shall be approved by the New Jersey State Department of Environmental Protection, or such other agency of the State of New Jersey that may succeed to its authority, as well as any other public agencies that may have jurisdiction. In addition, the quality and volume of such liquid wastes shall satisfy the following criteria:

(1) **Biochemical Oxygen Demand.** The biochemical oxygen demand (BODs) shall be reduced at all seasons by an average of at least 90% and expressed in



other terms, the BOD<sub>5</sub> shall not exceed on the average over any twenty-four (24) hour period of a day, thirty (30) parts per million and shall not exceed for any single grab sample, forty (40) parts per million.

(ii) Carbonaceous Oxygen Demand. The carbonaceous oxygen demand (FSUOD) shall be approved by the CWW System Consulting Engineer based on current allocations for the appropriate zone of the Delaware River.

(iii) Nitrogenous Oxygen Demand. The nitrogenous oxygen demand of wastes, expressed as nitrogen, shall not exceed an average over any twenty-four (24) hour period of 20 mg/l for discharge to the Delaware River, or 5 mg/l for discharge into the Raccoon Creek or Oldman's Creek.

(iv) Color. The effluent shall be sufficiently free of color or turbidity, or both, so that after dispersion in the receiving waters, or not more than fifty (50) feet above or below the point of effluent discharge, it will not noticeably discolor or add to the turbidity of the receiving waters.

(v) Dissolved Substances. Dissolved and colloidal substances, including nutrients, discharged in waste effluents shall be limited to 500 mg/l for total solids; except for discharges directly to the Delaware River.

(vi) Dissolved Oxygen. Dissolved oxygen in waste effluents, shall not be less than 5 mg/l.

(vii) Volume of Effluent. The volume of effluent discharged shall be consistent with the hydraulic capacity of the receiving stream.

(viii) Additional Criteria. The following criteria applicable to the CWW must be met as well: 3.02 (G) (2) (c) (i), (ii), (iii), (ix), (x), (xi) and 3.02 (G) (2) (d) and 3.02 (G) (2) (g).

(ix) Prior to discharge of toxic material, the Member shall obtain written approval of Declarant as to the specific substance, its concentration in mg/l, its mode and frequency of occurrence, and the maximum of volume of the flows to be discharged. Such discharges shall be in accordance with all applicable governmental standards.

#### (4) Surface Drainage

(a) Uncontaminated storm drainage and surface runoff shall be segregated from industrial and domestic waste, and directed into the Pureland Common Utilities and Service Facilities, or appropriate system approved by Declarant.

(b) No storm drainage from a Member's Plant Site shall be allowed to flow into the Pureland Common Utilities and Service Facilities until Declarant has granted approval in writing of the Member's site plans prior to commencing construction.

(c) To avoid contaminating surface drainage, all apparent and potential sources of contamination such as operating areas, loading or unloading areas, product transfer pump areas and equipment cleaning and maintenance areas shall be curbed and drained to the CWW System, or to Member's waste treatment system.

(d) All storm drainage from tank farm or similar operations, where a potential exists for relatively large quantities of storm water becoming contaminated, shall be directed to an impoundment area for sampling and analysis prior to discharge by the Member into either a treatment system or Common Utilities and Service Facilities.

ities. The Association shall review the sample and analysis at the expense of the Member and, on the basis of the sample and analysis, may deny the Member access to the Common Utilities and Service Facilities.

(e) During the construction of a Member's site improvements, all excavation and earth moving on the Plant Site will be performed in such a manner that erosion and silting of the storm water collection system will not take place. Each Member, during construction of his site improvements, will plan and execute his earth moving so that runoff from precipitation will not carry with it soil which has been disturbed temporarily during the construction process.

#### (H) SOLID WASTES

No solid wastes may be disposed of by a Member on or adjacent to Pureland without prior written approval by Declarant of the method and plan of disposal proposed by said Member.

#### (I) SITE CONGESTION AND VISUAL POLLUTION

##### (1) Definitions

(a) Street. Dedicated public right-of-way, right-of-way offered for dedication, or a right-of-way of the Pureland Internal Private Road System.

##### (2) Off-Street Parking

Adequate off-street parking space shall be provided for regular and temporary employees, contractor employees and visitors. No parking shall be allowed on streets within Pureland.

##### (3) Off-Street Loading

Loading areas, weight stations, and truck roads shall be located so as not to impede traffic or cause unsafe conditions on streets. Adequate off-street parking areas for vehicles that are normally and regularly waiting for loading or unloading shall be provided. Warning signs approved by Declarant shall be erected by a Member where truck traffic from such Member's Plant Site enters a street.

##### (4) Setback of Structures

Permanent improvements on Plant Sites shall have a minimum setback of one hundred (100) feet from the right-of-way lines of abutting streets, and fifty (50) feet from any Plant Site title line. Paving for parking purposes shall be permitted only in the inner fifty (50) feet of this setback.

Within a setback of 100 feet from any Plant Site title line there shall be erected no structure having elevation above ground level greater than 65 feet.

##### (5) Landscaping and Area Maintenance

(a) Within the setback from streets and Plant Site title lines, there shall be located only green areas of grass, plants, shrub and trees except for driveways, parking and access ways. The setback areas of each Plant Site shall be landscaped and the remainder of the property maintained in accordance with plans approved in writing by the Declarant. The approved landscaping shall be accomplished within 120 days of issuance of certificate of occupancy by the local issuing authority.

(b) No fixed and permanent structures other than paving or gravel may be erected within the Pureland Easement Area or setback areas. If such areas are paved or gravelled by a Member on his Plant Site, then said

Member is responsible for the reasonable costs of removal and replacement of such paving and gravel to facilitate the installation and maintenance of any utilities on or within such area.

(c) All Plant Sites and all Permanent Improvements and other structures therein or thereon shall be kept in good order, repair and maintenance. This includes, but is not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

(d) All Plant Sites shall be graded in such a way that storm water runoff will not create erosion and/or silting of the storm water collection system downstream of the Plant Site. In addition, each Member shall maintain the natural and planted ground cover on its site in such a manner that erosion from storm water runoff will not take place. Should failure of natural or contoured slopes occur after storms, the Member shall take measures to reconstruct those slopes and plant ground cover of sufficient hardness to prevent future erosion and slope failure.

(e) From time to time, the Declarant, at its expense, may elect to place screening in the form of vegetation or fencing within the setback areas of certain Members' respective Plant Sites. The purpose of this screening shall be to protect the aesthetics of Pureland as a whole. Such screening shall be installed so as not to interfere with the normal business operations of the Member. Should such screening be installed by the Declarant, the Member shall be required to maintain same as part of his landscaping and area maintenance obligations under this paragraph.

(f) In addition to the setbacks from public right-of-way on each Plant Site, each Member shall maintain the natural vegetation on his site in such a way that refuse and other aesthetically objectionable items will not be allowed to accumulate in said areas.

#### (J) FOLIAGE, MARSH, AND WILDLIFE PROTECTION

(1) Cutting, destruction or removal of tree clusters, or free standing trees, located in the setback area and in the Permit and Protected areas delineated in Exhibit C, shall not be permitted without prior review and written approval by Declarant.

(2) A Member in its site planning shall, to the best of its ability, use reasonable care to minimize the removal of trees on the remainder of its property.

(3) With the exception of laying pipes, railroad lines, and roadway facilities, the tidal marshes of Oldman's and Raccoon Creeks outlined in Exhibit C shall remain undisturbed. No excavating, dredging, filling or alteration of the Permit or Protected areas shall be permitted without prior review and written approval by Declarant.

(4) No hunting, trapping, poisoning or destruction of wildlife shall be permitted. Fishing with prescribed New Jersey permits is allowed.

No pesticides shall be utilized before the type, duration and manner of utilization have been approved in writing by Declarant.

(K) Members of Pureland shall meet the clean air and water codes, standards and regulations of the Federal Government, State of New Jersey, and the Delaware River Basin Commission. A determination by a governmental agency that any such standard or regulation has been violated shall not constitute a violation of this Declaration.

3.03 In addition to the Standards described in Section 3.02 hereof, the following are Environmental Standards that apply to the real property described in Exhibit B hereto and a part hereof, which property (together with such additional property as may be subject hereto in accordance with Section 9.02 hereof) is referred to herein-after as "Pureland Light Industrial Area". Where setback or right-of-way requirements differ from those described in Section 3.02 the requirements outlined below shall control. Pureland Light Industrial Area is a part of Pureland.

(a) (1) No Permanent Improvement shall be located within fifty (50) feet of any street right-of-way or thirty (30) feet of the side boundary lines or thirty (30) feet of the rear boundary lines of a Plant Site.

(2) The aesthetic and structural acceptability of any Permanent Improvement shall be subject to the approval in writing of Declarant.

(3) No more than one-half of the area of any Plant Site or of land of any Owner shall be built upon, and no Plant Site shall contain less than one (1) acre.

(4) Within fifty (50) feet from any street right-of-way line there shall be located only green areas of grass, plants, shrubs and trees, and walks and driveways necessary for access and necessary utility lines and directional signs. Paving for parking purposes shall be permitted only within the inner fifteen (15) feet of this setback area.

(5) General adequate off-street parking shall be provided to accommodate all parking needs for employee, contractor, visitor and Member's vehicles on the Plant Site. The intent of this provision is to eliminate the need for any on-street parking. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this section. No business shall be conducted until the following provisions have been met: (i) One (1) off-street parking space for each two employees on a normal work shift shall be provided on the Plant Site or (ii) A minimum of one (1) parking space for each 1000 square feet of building area on the Plant Site shall be provided, whichever results in the greater number of spaces.

(6) General storage and loading areas shall be provided on each Plant Site sufficient to service the business without using adjacent or other streets therefor. No open storage of materials, supplies or equipment, including Member-owned or operated trucks, shall be permitted unless the following conditions shall have been satisfied with respect thereto: (i) the storage area shall be so sited and so screened so that the items stored therein shall not generally be viewable from streets and adjoining land, (ii) the location, size and nature of the storage area and the kind of items to be stored therein are not detrimental to the appearance of Pureland Light Industrial Area, and (iii) the Association shall have approved the same in writing, which approval shall not be unreasonably with-



held if the same conforms to the clauses (i) and (ii) hereof.

#### IV. Approval of Plans

4.01 (a) No Permanent Improvement, as hereinafter defined, shall be erected, placed, altered, or permitted to remain on any land subject to these restrictions until, as to each such Improvement, there shall have been submitted and approved in writing by Declarant (such approval not to be unreasonably withheld):

(1) Plans and specifications showing plot layout, storm drainage and, with the exception of processing and processing-associated equipment and buildings, all exterior elevations, materials and colors therefor and structural design; and

(2) Engineering plans and specifications for environmental control equipment and environmental control processes.

(b) Declarant's scope of approval shall be limited to determining conformity of the proposed Permanent Improvement with the restrictions stated in Article III hereof. As to environmental control equipment and environmental control processes, performance data, either from the manufacturer or other sources, shall be acceptable to establish performance levels for purposes of these approvals.

(c) No Member shall be required to disclose proprietary process plans, data, or information, so long as sufficient information is furnished reasonably to enable Declarant and the Association to determine compliance with the foregoing provisions of this Section 4.01.

4.02 (a) No billboard or advertising sign shall be permitted other than the following:

(1) Those identifying the name business and products of the person or entity occupying the Plant Site and

(2) Those offering the Plant Site for sale or lease when approved by Declarant in writing.

(b) No free-standing signs shall be permitted. A sign shall be harmonious with the texture and color of the building to which it is affixed. No sign shall project more than eighteen (18) inches from the wall. A sign may be illuminated provided that no flashing, traveling, animated or intermittent illumination shall be used. Such illumination shall be confined to the area of the sign except when such illumination is back lighting for an otherwise non-illuminated sign. No colored illumination, other than white, shall be used without the prior written approval of Declarant. No sign shall extend above the rooflines of a building.

Prior to erection of any sign, the plans therefor shall be first submitted to Declarant in form sufficient to convey the total impression created by the sign and the sign shall not be erected if in the opinion of Declarant such sign does not conform to the general character of Pureland.

4.03 If Declarant fails to either approve or disapprove any item submitted to it for its approval within thirty (30) days thereafter, Declarant shall be deemed to have approved such item, provided, however, that the Environmental Standards contained herein shall at all times apply to any Plant Site.

4.04 Neither Declarant nor its successors or assigns nor

the Association shall be liable in damages to anyone submitting plans to them for approval, or to any owner or lessee of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person and entity who submits plans to Declarant or the Association for approval agrees, by submission of such plans, and every owner or lessee of any of said property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant or the Association to recover any such damages.

4.05 An architectural and engineering review fee of \$250.00 shall be paid to Declarant or the Association at the time plans are submitted for approval.

#### V. Variances and Certain Amendments

5.01 Declarant may from time to time by written instrument authorize variances from the requirements of particular provisions of Article III hereof to the Owner, Primary Tenant or Secondary Tenant of a particular Plant Site where, in the opinion of the Declarant, the variance can be granted without substantial detriment to the development of Pureland in accordance with the purposes set forth in Section 2.01 hereof and without substantial detriment to the portions of Pureland theretofore built upon.

5.02 The Environmental Standards contained in Section III shall not be made more stringent at any future time without the prior consent of ninety percent (90%) in interest of the then current Members who will be required to conform to the more stringent Environmental Standards.

#### VI. Pureland Association, Inc.

##### 6.01 DEFINITIONS

(a) "Association" shall mean and refer to Pureland Association, Inc., its successors and assigns.

(b) "Association Board" shall mean and refer to the Board of Directors of the Association. As provided in the By-Laws, Declarant, its successors and assigns shall at all times be a member of the Association Board so long as Declarant has an interest in any land that is a portion of Pureland.

(c) (i) "Association Charter" shall mean and refer to the Articles of Incorporation of the Association.

(ii) "Association By-Laws" shall mean and refer to the By-Laws of the Association.

(d) "Declaration" shall mean and refer to this Declaration as it may be supplemented or amended from time to time in the manner prescribed herein.

(e) "Deed" shall mean and refer to a deed or other instrument conveying the fee title to a Plant Site.

(f) "Members" shall mean and refer to every person and entity holding membership in the Association.

(g) "Mortgage" shall mean and refer to a mortgage, deed of trust or other security device and "Mortgagee" shall mean and refer to the mortgagee, beneficiary, trustee or other holder of any of the foregoing instruments.

(h) "Owner" shall mean and refer to the owner of any Plant Site or any common or joint interest therein if such Plant Site is owned by more than one person or



entity. It shall also mean and refer to Declarant so long as it has an interest in any land that is a portion of Pureland.

(i) "Permanent Improvements" shall mean and refer to all buildings, structures and other matters and things that at the time of the assessment of each "Annual Charge", as hereinafter defined, are taxable by Logan Township, Gloucester County or the State of New Jersey as real property under applicable laws.

(j) "Plant Site" shall mean and refer to any portion of Pureland less than the whole thereof identified as a separate tract on the subdivision plat relating thereto.

(k) "Property" shall have the following meanings:

(i) at the time of the execution hereof, the term "Property" shall mean all land described in Exhibit A and all presently existing Permanent Improvements built, installed or erected thereon;

(ii) from and after the building, installation or erection of each new Permanent Improvement upon the land described in Exhibit A, the term "Property" shall also include each such new Permanent Improvement;

(iii) from and after each addition to the land subject to this Declaration pursuant to Section 9.02 hereof, the term "Property" shall also include each such new parcel and land and each Permanent Improvements existing on each such new parcel of land at the time that the same is subjected to this Declaration; and

(iv) from and after the building, installation or erection of each new Permanent Improvement on each new parcel of land referred to in subparagraph (iii) above the term "Property" shall also include each such new Permanent Improvement.

(l) "Entity" shall mean and refer to a corporation, general or limited partnership, joint venture, trust, unincorporated association, co-tenancy or joint tenancy.

(m) "Primary Tenant" shall mean and refer to any person or entity from time to time legally or equitably entitled to the use of a Plant Site under lease from Declarant, its successors or assigns.

(n) "Secondary Tenant" shall mean and refer to any person or entity from time to time legally or equitably entitled to the use of a portion or all of a Plant Site under lease from a Plant Site Owner or a portion of a Plant Site under lease from Declarant, its successors or assigns.

(o) "Declarant" shall mean and refer to the person or entity named above making this Declaration, its successors and assigns (but not any Site Owner) whether

(i) owner of all of Pureland or (ii) owner of any portion or portions of Pureland.

#### 6.02 ESTABLISHMENT

Declarant has caused Pureland Association, Inc., (the "Association"), a New Jersey non-profit corporation, to be formed for the purpose of providing a non-profit organization to serve as the representative of the Owners and Primary Tenants of Plant Sites with respect to: the assessment, collection and application of all charges imposed hereunder; the enforcement of all covenants contained herein and all liens created hereby; and the creation, operation, management and maintenance of the facilities and provision of the services referred to hereafter.

#### 6.03 MEMBERSHIP AND VOTING RIGHTS

(a) The Association shall have as Members only Owners and Primary Tenants. All Owners and Primary Tenants, upon becoming such, shall be deemed automatically to have become Members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership or tenancy of a Plant Site. Declarant's rights of membership for those Plant Sites under lease to a Primary Tenant shall be assumed by the Primary Tenant so long as the Primary Tenant is in good standing with regard to its obligations under its lease.

(b) Each Member, so long as it qualifies under this Section 6.03, shall be entitled to vote on each matter submitted to a vote at a meeting of Members. Each Member of the Association shall have a number of votes equal to the number of acres in Pureland owned or leased by such Member, adjusted to the nearest whole number, one-half acre or more being deemed the equivalent of one acre for this purpose, except that every Owner and Primary Tenant and Declarant shall be entitled to at least one vote, and except that:

(i) Any Member that pursuant to Section 6.06 hereof has received notice of an alleged violation or breach of an Environmental Standard shall not be entitled to vote on matters directly related to the alleged violation or breach. Any Member that fails to pay an Annual Charge shall not be entitled to vote during any period in which any such Annual Charge is due and unpaid.

(ii) The Association Board may make such regulations, consistent with the terms of this Declaration and the Association Charter and By-Laws, as it deems advisable for any meeting of Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall deem fit.

(iii) No Member shall be entitled to assign its right to vote, by power of attorney, proxy or otherwise, and no vote shall be valid unless cast in person by the individual Member, provided, however, that in the case of a Member that is an entity, the vote may be cast by a duly authorized officer, partner or member of the entity that is a Member, and that Members unable to attend a meeting at which Directors of the Association are to be elected shall be entitled to file a written vote under absentee balloting regulation provided in the By-Laws.

(c) The Association has adopted By-Laws for the administration and management of Pureland. As provided in the By-Laws, the Association shall be responsible for maintaining Pureland, enforcing the provisions of this Declaration and the Declaration of Reciprocal Easements made by Declarant covering Pureland, formulating and implementing a preparedness plan, coordinating the availability of protective services and for incidentally managing and administering Pureland. Any action taken by the Association shall first be approved by a vote of sixty-six and two-third percent (66-2/3%) in interest of the Members, eligible to vote at the time of approval. The responsibilities of the Association shall not be changed or increased without the approval of ninety percent (90%) in interest of the Members.

6.04 ASSOCIATION ASSESSMENTS AND ANNUAL CHARGE

(a) For the purpose of providing funds for functions as specified in Article VI hereof, the Association Board, in each year, commencing with the year 1973, shall assess against the Plant Sites monitored pursuant to Section 6.06 hereof for enforcement of the Environmental Standards contained in Article III hereof, a charge (which shall be uniform with respect to all such Plant Sites) equal to a specified number of cents for each One Hundred Dollars (\$100 of the then current "Assessed Valuation", as hereinafter defined, of such Plant Site. In making each such assessment, the Board shall separately assess each Plant Site based upon its Assessed Valuation, and each such Plant Site shall be charged with and subject to a lien for the amount of such separate assessment which shall be deemed part of the "Annual Charge" with respect to such Plant Site.

(b) As used herein, the term "Assessed Valuation" shall mean:

(i) the highest valuation placed on land and Permanent Improvements in each year for Logan Township, Gloucester County or New Jersey real estate tax purposes, whichever may be highest, as assessed or determined in such manner as may from time to time be provided by applicable law, regardless of any decrease of such valuation during such year by reason of protest, appeal or otherwise;

(ii) if Logan Township, Gloucester County and New Jersey shall ever cease to impose real estate taxes, then said term shall mean in each year thereafter the highest valuation placed on land and Permanent Improvements during the last year when real estate taxes shall have been imposed, determined as provided in the immediately preceding subparagraph (i).

(c) For the purpose of providing funds for uses as specified in Article VI hereof, the Association Board, in each year, commencing with the year 1973, shall also assess against each Plant Site a charge (which shall be uniform with respect to all Plant Sites) equal to a specified amount (not in excess of Twelve Dollars (\$12.00)) per acre occupied by the Plant Site and each such Plant Site shall be charged with and subject to a lien for the amount of such separate assessment which together with the assessment provided for by Section 6.04 (a) hereof, if any, shall be deemed the "Annual Charge" with respect to such Plant Site. Declarant shall not be assessed for vacant Plant Sites which it is holding for sale or lease.

(d) After a Member has commenced operations on a Plant Site, as soon as may be practical in each year, the Association Board shall send a written bill to each Member stating (i) the Assessed Valuation for that year of the Plant Site owned by such Owner or leased by such Primary Tenant as it appears on the appropriate public record; (ii) the number of cents per One Hundred Dollars (\$100) of such Assessed Valuation and the number of dollars and cents per acre assessed against such Plant Site by the Association Board as part of the Annual Charge for the year in question pursuant to Sections 6.04 (a) and (c) hereof, respectively, (iii) the amount of the Annual Charge assessed against such Plant Site, stated in terms of the total sum due and owing as the Annual Charge, and (iv) unless the Owner or Primary Tenant

shall pay the Annual Charge within sixty (60) days following the date of receipt of the bill it shall be deemed delinquent and will bear interest at the rate of ten percent (10%) per annum until paid if that rate is permitted by law, otherwise at the highest rate of interest permitted by law.

(e) If any Member shall fail to pay the Annual Charge within six months following receipt of the bill referred to in Section 6.04 (d) hereof, the Association shall have the right from time to time to sue the Member for a personal judgment and confess judgment against said Member for the amount of the Annual Charge together with interest due thereon, as well as the cost of suit and a reasonable attorney's fee, and release of errors, for which a true and correct copy of this Declaration and a true and correct copy of the Deed or Lease shall be sufficient warrant. Each Member agrees by acceptance of the Deed or Lease to its Plant Site or portion thereof to execute from time to time upon Declarant's request, a separate document in recordable form containing substantially the provisions and authorization set forth in this Section 6.04 (e) hereof.

(f) The Association Board shall have the right to adopt procedures for the purpose of making the assessments provided herein and the billing and collection of the Annual Charges, provided that they are not inconsistent with the provisions hereof.

(g) (i) Upon any voluntary conveyance of a Plant Site, the grantor and grantee of such unit shall be jointly and severally liable for all unpaid Annual Charges pertaining to such Plant Site duly made by the Association accrued up to the date of such conveyance without prejudice to the right of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for those accruing while it is the Plant Site Owner.

(ii) Prior to completion of a voluntary sale any Site Owner or any purchaser of a Plant Site may require from the Association a certificate showing the amount of unpaid assessments pertaining to such Plant Site and the Association shall provide such certificate within ten (10) days after request therefor. The holder of a Mortgage or other lien on any Plant Site may request a similar certificate with respect to such Plant Site. Any person or entity other than the Plant Site Owner at the time of issuance of any such certificate who relies upon such certificate shall be entitled to rely thereon and tender by it of the amount set forth in such certificate shall be deemed, as to it, to be tender of the full amount actually due. Neither the Association, nor the Association Board, or any of its officers or employees shall be liable to the Site Owner, purchaser, mortgagee, lien holder or any other person or entity for any errors of omission or commission in the issuance of any such certificate.

(iii) If a Mortgagee of a first mortgage of record secured by a Plant Site or other purchaser of a Plant Site obtains title to such Plant Site as a result of foreclosure of the first mortgage, such acquirer of title, his personal representatives, successors and assigns shall not be liable for the assessments by the Association pertaining to such Plant Site or chargeable to the former Plant Site Owner that became due prior to acquisition of title as a result of the foreclosure.



(h) Not later than thirty (30) days prior to the annual meeting of the Members, the Association Board shall prepare a proposed budget for the following fiscal year, setting forth in reasonable detail as to nature and amount the proposed expenditure of funds for the functions specified in this Declaration.

The budget approved by the Members shall be adequate as to nature and amount to enable the Association to perform the functions specified in Section 6.05.

The estimated budget shall be subject to the approval of the Members at the annual meeting. The failure of the Members before the expiration of any fiscal year to approve the budget for the following fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration or a release of any Member from the obligation to pay any past or future Annual Charges, and the budget for the then current fiscal year shall continue if necessary from year to year, until a new budget is approved.

#### 6.05 USE OF FUNDS

(a) The Association Board shall apply all funds received by it pursuant to this Declaration, and all other funds and property received by it from any source to the following, and in the order stated:

(i) the costs and expenses of the Association; and

(ii) for the benefit of the Property, Site Owners, Primary Tenants and Secondary Tenants by allocating the same to the purposes set forth in Articles IV, V, VI and VII.

#### 6.06 ADMINISTRATION OF ENVIRONMENTAL STANDARDS

The Association Board at the direction of the Association shall contract with a qualified independent organization to conduct a continuing monitoring program designed to determine whether the requirements of the Environmental Standards are being met. The representatives of the Association and of its contractors shall have the right to enter during normal business hours certain predetermined portions of each Plant Site designated by the Member in writing to the Association Board. The Association shall not have the right to enter any portion of a Plant Site the Member deems to be proprietary in nature, but if any Member fails to designate an area that permits the representatives of the Association and its contractors to carry out the monitoring program, those persons shall have the right to enter any portion of the Plant Site. The routine results of this monitoring program shall be furnished quarterly to each Member of the Association. Each continuing or repeated violation of the Environmental Standards shall be reported immediately to the Member or Members potentially in violation and its source shall be investigated. As soon as a violation has been investigated and the probable offender identified, the Association Board shall be notified. The Board shall then notify the probable offending Member of the alleged offense and the Association. If the probable offender cannot be identified, the Members of the Association shall be so notified.

#### 6.07 EMERGENCY PREPAREDNESS PLAN

The Association Board at the direction of the Association shall formulate and implement an emergency preparedness plan. This plan shall be similar to plans which

already exist in other major industrial complexes subject to the normal hazards of fire, and other unforeseen occurrences.

#### 6.08 PROTECTIVE SERVICES

The Association Board shall coordinate the availability of industrial fire protection service and other protective services in Pureland. Because of the necessarily specialized nature of such services in an industrial complex such as Pureland, it is anticipated that each Site Owner and Primary Tenant of an industrial plant will own, operate and maintain its own fire fighting equipment and supplies and that such equipment and supplies will be made available to each other Member of the Association in time of need. The Association shall coordinate the services hereunder among the Members and with those of applicable governmental authorities, such as city police, sheriffs, constables, fire departments, weather bureaus and civil defense agencies.

#### VII. Easements

7.01 (a) Easements and rights-of-way are hereby expressly reserved to Declarant, its successors and assigns, the Association, and their respective agents, in, on, over and under the "Pureland Easement Area," as hereinafter defined, of each Plant Site, for the following purposes:

(i) For the erection, installation, construction and maintenance of Portions of the Internal Private Road System, Portions of the Common Utility and Service Facilities, Electric Service Equipment and Portions of the Product Transmission Lines, as those terms are defined in the Pureland Declaration of Reciprocal Easements of even date herewith.

(ii) For slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity on the respective Plant Sites that might interfere with the slope ratios approved by Declarant or that might create erosion or sliding problems, or that might change, obstruct or retard drainage flow.

(b) Declarant, its successors and assigns, the Association and their respective agents shall have the right to enter upon all parts of the Pureland Easement Area within each Plant Site for any of the purposes for which said easements are reserved.

(c) Declarant, its successors and assigns, the Association and their respective agents shall also have the right at the time of, or after, grading any roadway, or any part thereof, to enter upon any abutting Plant Site and grade the portion of such Plant Site adjacent to such roadway to a slope of 2 to 1, but there shall be no obligation on any of them to do such grading or to maintain the slope, other than as provided in Section 3.01 hereof.

7.02 The term "Pureland Easement Area," as used herein, shall mean and refer to (i) any portion of Pureland designated as such on a recorded subdivision plat pertaining to all or a portion of Pureland, (ii) any sidewalks, roadways and driveways within Pureland, constructed by Declarant, or caused to be constructed by Declarant, and intended for use by all Members, Secondary Tenants, and Permittees, as defined in the Pureland Declaration of Reciprocal Easements, and (iii) the ten (10) foot wide strips of land within the title lines of each Plant Site having as one boundary a title line of the

Plant Site, unless the title line is within a roadway, in which event the boundary shall be the right-of-way line of such roadway within the Plant Site, and having as a second boundary a line parallel to the first boundary line located within the Plant Site the ten (10) feet inward from the first boundary line.

7.03 Owners may not grant easements across their respective Plant Sites to the owner or occupant of any real property that is not a part of Pureland without the prior written approval of Declarant.

#### VIII. Zoning and Specific Restrictions

8.01 The Environmental Standards shall not be construed as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, deeds, leases or the Environmental Standards shall be taken to govern and control.

#### IX. Duration and Amendment

9.01 (a) The covenants, restrictions and provisions contained in this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable as provided herein by Declarant, the Association and its Members, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 2021, after which time said covenant, restrictions and provisions shall be automatically extended for successive periods of ten (10) years unless terminated pursuant to Section 9.01 (c) hereof.

(b) This Declaration may not be amended in any respect except by the filing for recording with the Recorder of Deeds, Gloucester County, New Jersey, or in such other place of recording as may be appropriate at the time of the execution of such instrument, of an instrument executed by not less than ninety percent (90%) in interest of the Members. In the event that a Plant Site is encumbered by a mortgage, any vote of such Member in favor of an amendment may be counted if it is approved in writing by the holder of the mortgage secured by that site.

(c) This Declaration may be amended and/or terminated in its entirety only by the filing for recording with the Recorder of Deeds of Gloucester County, New Jersey, or in such other place of recording as may be appropriate at the time of the execution of such instrument, of an instrument executed by all Members and holders of mortgages secured by Plant Sites.

9.02 Notwithstanding anything herein contained to the contrary the Property subject to this Declaration may be increased from time to time by the filing for recording with Recorder of Deeds of Gloucester County of supplements to this Declaration executed by Declarant and the owner of the Additional Property being made subject to this Declaration, provided that such Additional Property is expressly subjected to this Declaration. The Additional Property shall only be such as is contiguous to Pureland or, if physically separated from Pureland, has its nearest boundary within one mile of the nearest boundary as presently defined in Exhibit A hereto.

#### X. General

10.01 (a) When, pursuant to the procedures set forth in Section 6.06, a Member receives notice of an alleged violation of any Environmental Standard, such Member shall have a reasonable time, not to exceed thirty (30) days, in which to notify the Association Board that it intends to submit evidence to rebut the evidence upon which the alleged violation is based together with its estimate of the time required to prepare such submission. If, upon reviewing the evidence submitted for its consideration, the Board determines, by the vote of a majority of its Members, that there is a probable violation, or if no rebuttal evidence has been submitted within a reasonable time, the matter shall then be referred to the Association for determination, by a vote of sixty-six and two-thirds percent (66-2/3%) in interest of the Members entitled to vote, of whether a violation does exist. If the Association determines that the Member is in violation and the Member does not agree with this determination, the Member shall have the right to demand that the matter be submitted for binding arbitration to the American Arbitration Association which shall name one arbitrator agreeable to all parties to decide the controversy and whose decision shall be binding upon the Association and the Member. The cost of arbitration shall be borne equally by the parties thereto. If the controversy is not submitted for arbitration, the Association may enforce its rights under this Declaration either in law or in equity.

(b) If it is determined that a violation exists, the Member shall be given reasonable time to remedy such violation.

10.02 The failure of Declarant, the Association or any Member or their respective legal representatives, heirs, successors and assigns, to enforce any Environmental Standards herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

10.03 No Environmental Standard herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

10.04 Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, and any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

10.05 If any Member of the Association succeeds in enforcing an Environmental Standard or enjoining the violation of an Environmental Standard against any other Member, such enforcing Member of the Association may be awarded a reasonable attorney's fee against such Member in violation.

10.06 (a) The Association Board shall have the right to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons and entities or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation of the Association and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association.



(b) The Association Board may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, variances, authorizations, approvals, rules or regulations, the Association Board shall take into consideration the best interests of the Owners and Primary and Secondary Tenants and of Pureland so that Pureland shall be preserved and maintained as a high quality ecologically planned and pollution controlled complex of heavy, medium and light industry.

(c) (i) In granting any permit, variance, authorization, or approval, as herein provided, Declarant and the Association may impose any conditions or limitation thereon as it shall deem advisable under the circumstances in each case.

(ii) Neither Declarant, its successors or assign nor the Association, nor their respective agents shall incur any liability as a result of granting or refusing any permit, variance, authorization or approval as herein provided or as a result of the failure of any person or entity subject to this Declaration to comply with this Declaration or any provisions of any permit, variance, authorization, approval, rule or regulation issued pursuant to this Declaration.

10.07 Each grantee accepting a Deed, lease or other instrument conveying any interest in any Plant Site, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by the provisions of this Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of its interest in any property subject hereto.

10.08 The Association may assign its rights hereunder to any successor non-profit corporation (the "Successor Association") and, upon such assignment, the Successor Association shall have all the rights and be subject to all the duties of the Association hereunder.

10.09 All restrictions and other provisions herein contained shall be deemed subject and subordinate to all Mortgages now or hereafter secured by all or any portion of Pureland, and none of those restrictions or provisions shall supersede or in any way reduce the security or affect the validity of any such Mortgage, except that, if all or any portion of the property securing such a Mortgage is acquired pursuant to a foreclosure thereof or any provisions thereof (or a deed in lieu of foreclosure), any acquirer of such property and its personal representatives, successors and assigns shall hold any and all such property so acquired subject to all of the restrictions and other provisions of the Declaration.

10.10 The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

10.11 The determination by a court, or where applicable by an arbitrator designated pursuant to the provisions hereof, that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

In WITNESS WHEREOF, Declarant has duly executed this Declaration the day and year first above written.

STATE MUTUAL LIFE ASSURANCE  
COMPANY OF AMERICA

By: A. G. BULLOCK, *Vice President*

Attest: JOSEPH G. NASON, *Assistant Secretary*  
(Corporate Seal)

STATE OF MASSACHUSETTS }  
COUNTY OF WORCESTER } ss.

On this, the 23rd day of August, 1973, before me, a Notary Public in and for the State and County aforesaid, personally appeared A. G. Bullock who acknowledged himself to be the Vice President of STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA, a Massachusetts corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

RALPH A. PECK, *Notary Public*  
My Commission Expires:  
November 22, 1979

**DECLARATION OF RECIPROCAL EASEMENTS  
PURELAND INDUSTRIAL COMPLEX**

THIS DECLARATION is made this 23rd day of August, 1973, by STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA, a Massachusetts corporation, 440 Lincoln Street, Worcester, Massachusetts 01605 ("Declarant").

WHEREAS, Declarant holds title to the real property described in Section 1.01 hereof and, for the purpose hereinafter stated, desires to benefit and burden said property (together with such additional property as hereafter may be made subject hereto in accordance with Section 7.01 hereof ("Additional Property")) with the easements, covenants, and provisions contained herein, each and all of which is and are for the benefit of said property and the Additional Property and the present owner and future owners, occupants and users of all or any portion thereof:

NOW, THEREFORE, Declarant, for itself and its successors and assigns, hereby declares that the real property described in Section 1.01 hereof and the Additional Property, if any, is and shall be held, transferred, sold, conveyed, encumbered, leased, used and occupied subject to the easements, covenants and provisions contained herein.

**I. Property Subject to This Declaration**

1.01 The real property that is made subject to this Declaration is located in Logan Township, Gloucester County, New Jersey, and is more particularly described in Exhibit A hereto and a part hereof, which property and the Additional Property, if any, is to be developed as an ecologically planned and pollution controlled complex of heavy, medium and light industry and is referred to hereinafter as "Pureland."

1.02 All powers and rights hereby created in Declarant shall enure to the benefit of Pureland Association, Inc., a New Jersey non-profit corporation, its successors and assigns, at such time as Declarant no longer has an interest in any land that is a portion of Pureland.

**II. Purposes**

2.01 In the development of Pureland, Declarant intends to erect, construct and install within the Pureland Easement Area an internal private road system affording to Plant Sites within Pureland direct access for ingress from and egress to public roads abutting portions of Pureland and indirect access for ingress from and egress to Interstate Route 295 and New Jersey State Route 130 presently abutting portions of Pureland, overhead, above ground and underground utility service distribution pipes, lines and conduits (including water, industrial sewer, sanitary sewer and storm drainage sewer lines, electric current lines, gas lines and telephone lines) railroad side track, directional signs, electric service equipment and facilities, and product transmission lines, all intended to serve the various Plant Sites within Pureland.

Declarant intends from time to time hereafter to sell to Site Owners or lease to Primary Tenants portions of Pureland as Plant Sites. Site Owners may lease their respective Plant Sites to and Declarant may lease portions of Plant Sites owned by it to Secondary Tenants.

Declarant intends by this Declaration, and it is the purpose hereof, to provide during the term of this Dec-



laration for the use in common with Declarant of the Common Internal Private Road System, the Common Utility and Service Facilities, the Common Electric Service Equipment and the Common Product Transmission Lines, hereinafter described, by any future Site Owners, Primary Tenants and Secondary Tenants of Plant Sites or portions of Plant Sites within Pureland and their respective heirs, personal representatives, successors and assigns in a manner consistent with the development of Pureland as an ecologically planned and pollution controlled complex of heavy, medium and light industry.

### III. Definitions

3.01 Whenever used in this Declaration, the following terms shall have the following respective meanings:

(a) "Common Internal Private Road System" means all sidewalks, roadways and driveways as may be constructed by Declarant or caused to be constructed by Declarant and intended for use by all Grantees at any time hereafter during the term of this Declaration within the Pureland Easement Area.

(b) "Portions of the Common Internal Private Road System" means the various portions of the Internal Private Road System of the full width thereof or of as much of such width as may be located within the title lines of any Plant Site.

(c) "Common Utility and Service Facilities" means all overhead, above ground and underground pipes, lines, conduits, wires and cables as may be installed for the benefit of all Grantees at any time hereafter during the term of this Declaration within the Pureland Easement Area for providing water, sanitary sewer, storm drainage sewer, industrial sewer, electric current, gas, telephone, street lighting services, railroad side track, and directional signs.

(d) "Portions of the Common Utility and Service Facilities" means the various portions of the Common Utility and Service Facilities as may be located within the title lines of any Plant Site.

(e) "Common Electric Service Equipment" means all electric equipment and facilities intended for electric current redistribution as may be installed at any time hereafter for the benefit of all Grantees during the term of this Declaration within the Pureland Easement Area.

(f) "Common Product Transmission Lines" means all above ground and underground pipes, lines, and conduits for the transmission of oils, gases, feedstocks, and other industrial products to or from a Plant Site either from a source or to a destination within or outside Pureland as may be installed for the benefit of all Grantees at any time hereafter during the term of this Declaration within the Pureland Easement Area.

(g) "Portions of the Common Product Transmission Lines" means the various portions of the "Common Product Transmission Lines" as may be located within the title lines of any Plant Site.

(h) "Pureland Easement Area" means (i) any portion of Pureland designated as such on a recorded subdivision plat pertaining to all or a portion of Pureland, (ii) any sidewalks, roadways and driveways within Pureland constructed by Declarant or caused to be constructed by Declarant and intended for use by all Grantees and (iii) the ten (10) foot wide strips of land within the title lines

of each Plant Site having as one boundary a title line of the Plant Site, unless the title line is within a roadway, in which event the boundary shall be the right of way line of such roadway within the Plant Site, and having as a second boundary a line parallel to the first boundary line located within the Plant Site ten (10) feet inward from the first boundary line.

(i) "Declarant" means the person or entity named above making this Declaration, its successors and assigns (but not any Site Owner) whether (i) owner of all of Pureland or (ii) owner of any portion or portions of Pureland.

(j) "Entity" means a corporation, general or limited partnership, joint venture, trust, unincorporated association, co-tenancy or joint tenancy.

(k) (A) "Site Owner" means an entity or person, other than Declarant, from time to time the owner of a fee interest in a Plant Site.

(B) "Plant Site" means any portion of Pureland less than the whole thereof identified as a separate tract on the recorded subdivision plat relating thereto.

(l) (A) "Primary Tenant" means an entity or person from time to time legally entitled to the use and occupancy of an entire Plant Site under lease from Declarant.

(B) "Secondary Tenant" means an entity or person from time to time legally entitled to the use of a portion or all of an entire Plant Site under lease from a Site Owner or a portion of a Plant Site under lease from Declarant.

(m) "Permitees" means the officers, directors, employees, agents, contractors, subcontractors, patrons, visitors and invitees of (i) Declarant, (ii) any Site Owner, (iii) any Primary or Secondary Tenant, and (iv) the visitors, invitees, and, where applicable, the patrons of Declarant, Site Owners and Primary and Secondary Tenants.

(n) "Grantees" means each Site Owner, Primary Tenant, and Secondary Tenant, and their respective Permitees.

### IV. Grant of Easements

4.01 Subject to Sections 4.02, 4.03 and 4.04 hereof, Declarant does hereby grant to:

(a) Each Site Owner and its respective Permitees;

(b) Each Primary Tenant and its respective Permitees; and

(c) Each Secondary Tenant and its respective Permitees: each of the following easements, to wit:

(i) The use of all of the Common Internal Private Road System hereafter located in all other portions of Pureland as a means of appropriate pedestrian and vehicular passage in, over and through them and as a means of direct access for ingress and egress to and from public roads abutting portions of Pureland and indirect access for ingress and egress to and from Interstate Route 295 and New Jersey State Route 130 presently abutting portions of Pureland;

(ii) The use of all of the Common Utility and Service Facilities hereafter located in all other portions of Pureland and the right to connect rail sidings, overhead, above ground and underground distribution pipes, lines,

conduits, wires and cables to and with the Common Utility and Service Facilities as a means of obtaining the utility and other services provided or furnished thereby;

(iii) The use of the Common Electric Service Equipment as a means of obtaining electric service; and

(iv) The use of all of the Common Product Transmission Lines hereafter located in all other portions of Pureland and the right to connect pipes, lines and conduits to and with the Common Product Transmission Lines as a means of obtaining oils, gases, feedstocks, and other industrial products; all in common with the use thereof by Declarant for the benefit of Pureland and by all of the parties above enumerated in whose favor also the aforesaid easements have been granted and all provided that such Site Owner, Primary Tenant, Secondary Tenant or Permittee comply with any requirements of any person or entity providing any such system, facility, service or equipment.

(v) The use of the Pureland Easement Area to install, gain access to, and maintain private product transmission lines and private utility and service facilities for Grantee's sole use, subject to approval in writing by Declarant, unless Grantee installs facilities across a portion of the Pureland Easement Area that separates contiguous portions of his Plant Site within Pureland. Notwithstanding anything herein contained to the contrary no crossing shall be made without notification to Declarant or in such a manner as to unreasonably interfere with facilities existing within the Pureland Easement Area.

4.02 (a) The portions of Pureland and of each Plant Site on, over and through which the easements granted in Section 4.01 hereof may be exercised shall be only the Pureland Easement Area.

(b) The Pureland Easement Area is the same area defined as the Pureland Easement Area in Article VII of the Declaration of Environmental Standards covering Pureland executed this date by Declarant and filed or to be filed for record this date with the Recorder of Deeds of Gloucester County, New Jersey. In the event any provision of Article VII of the Declaration of Environmental Standards conflicts with any provision of this Declaration of Reciprocal Easements, the provision of this Declaration of Reciprocal Easements shall prevail and apply.

4.03 The easements granted in Section 4.01 hereof to any Site Owner, Primary Tenant or Secondary Tenant shall terminate as to that Site Owner, Primary Tenant or Secondary Tenant and their respective Permittees at such time as that Site Owner, Primary Tenant or Secondary Tenant permits any owner or tenant of, or holder of any other interest in, any real estate not located in Pureland, or any other unauthorized person or entity, to use any system, facility, service or equipment described in Section 4.01 hereof without prior written consent of Declarant, including, without limiting the generality of the foregoing, providing such owner or tenant or other person or entity with access, by easement or otherwise, to portions of any such system, facility, service or equipment located in any other portion of Pureland by use of the portion of any such system, facility, service or equipment located or available on the Plant Site of the Pureland Site Owner, Primary Tenant or Secondary Tenant.

4.04 Neither Declarant nor any Site Owner, Primary Tenant or Secondary Tenant nor any person or entity

acting by or through them shall cause or permit any construction within the Pureland Easement Area except as specified in this Declaration, or inconsistent with the specified purposes hereof.

#### V. Maintenance, Repair and Replacement

5.01 At such time as title to any Plant Site becomes vested in a Site Owner:

(a) The Site Owner of each such Plant Site shall be responsible for the maintenance, repairs and replacements of the Portion of the Common Internal Private Road System and the Portion of the Common Utility and Service Facilities, if used by the Site Owner or any person or entity occupying or using the Plant Site by, under or through the Site Owner, and the Portion of the Common Product Transmission Lines, if used by the Site Owner or any person or entity occupying or using the Plant Site by, under or through the Site Owner, located within such Site Owner's Plant Site and the charges for the water, sewer, gas, electric and other utility services furnished for use on or with respect to each such Plant Site.

(b) The Site Owner of each such Plant Site shall be responsible for an equitable pro rata share of the cost and expense of operation, maintenance, repair and replacement of the Common Internal Private Road System, the Common Utility and Service Facilities and the Common Electric Service Equipment, and the Common Product Transmission Lines if used by the Site Owner or any person or entity occupying or using the Plant Site by, under or through the Site Owner.

#### VI. Duration

6.01 The term of this Declaration shall continue until the termination thereof as provided by this Article VI.

6.02 This Declaration, by an instrument executed in recordable form by the Declarant and all then existing Site Owners and Primary Tenants and all then existing holders of mortgages secured by all or a portion of Pureland, may be:

(a) terminated in its entirety and all of the easements granted hereby extinguished; or

(b) altered, amended and modified from time to time in any respect, including, without limitation thereto, the extinguishment and release of any one or more of the easements provided hereby.

6.03 No consent, approval or agreement of any Secondary Tenants or of any Permittees shall be required at any time for the termination, extinguishment, alteration, amendment or modification of this Declaration or of any of the easements granted hereby, it being the intent hereof that any rights, privileges or benefits of any Secondary Tenants or Permittees shall be dependent upon and derived from the rights reserved to Declarant in common with others and the easements granted hereby in favor of Declarant, Site Owners and Primary Tenants.

6.04 This Declaration may be terminated with respect to all or any part of the Common Internal Private Road System, and all of the easements pertaining thereto extinguished, upon the effective dedication by Declarant and effective acceptance by the appropriate township or other governmental authorities of all or such part of the Common Internal Private Road System for public use. Not-



withstanding the provisions of Section 6.02, if such dedication is so accepted, consent to such dedication shall be conclusively presumed to have been given by the holders of mortgages secured by a portion of Pureland, if any, by their acceptance of their respective mortgages on Pureland or any portion thereof; and such consent shall also be conclusively presumed to have been given by Site Owners, if any, by their acceptance of their respective deeds to a Plant Site. Until the effective acceptance of a proposed dedication by Declarant of all or part of the Common Internal Private Road System all rights therein shall exist only in favor of the persons and entities and to the extent specified in this Declaration.

6.05 This Declaration may from time to time be terminated with respect to all or any part of the Common Utility and Service Facilities, the Common Electric Service Equipment and the Common Product Transmission Lines, and the respective easements pertaining thereto extinguished, upon the effective transfer thereof by the Declarant and effective acceptance thereof by a public utility company that assumes responsibility for the continuous rendition of such service and for the operation, maintenance, repair and replacement of the facilities, all in accordance with the normal requirements of public utility laws, rules and regulations. Notwithstanding the provisions of Section 6.02, if such transfer is so accepted, consent to such transfer and appropriate easements in favor of the public utility companies for the maintenance, repair and replacement of the Common Utility and Service Facilities, the Common Electric Service Equipment and the Common Product Transmission Lines shall be conclusively presumed to have been given by the holders of mortgages secured by a portion of Pureland, if any, by their acceptance of their respective mortgages on Pureland or any portion thereof; and such consent shall also be conclusively presumed to have been given by Site Owners, if any, by their acceptance of their respective deeds to a Plant Site. Until the effective acceptance of such proposed transfer, all rights with respect to the Common Utility and Service Facilities, the Common Electric Service Equipment and the Common Product Transmission Lines shall exist only in favor of the persons and entities and to the extent specified in this Declaration.

6.06 Each such mortgage holder and Site Owner, upon request, from time to time, will execute or join in the execution of any instruments in recordable form required either by any governmental authority or by any public utility company to confirm the provisions of this Article VI.

6.07 Whenever a transfer of ownership of a Plant Site takes place, liability of the transferor for breach of covenant occurring thereafter is automatically terminated.

#### VII. Additional Property

7.01 Notwithstanding anything herein contained to the contrary, the property subject to this Declaration may be increased from time to time by the filing with the Recorder of Deeds of Gloucester County, New Jersey (or in such other place of recording as may be appropriate at the time of the execution of such instrument) of supplements to this Declaration executed by Declarant and the Owner of the Additional Property made subject to this Declaration in recordable form, provided that such additional property is expressly made subject to this Declaration. The Additional Property shall only be such as is contiguous to

Pureland or if physically separated from Pureland, has its nearest boundary within one mile of the nearest Pureland boundary as presently defined in Exhibit A hereto.

#### VIII. No Liability of Declarant or Pureland Association, Inc.

8.01 Notwithstanding anything contained herein to the contrary, (a) this Declaration and the provisions hereof shall not be deemed to create in the Declarant or Pureland Association, Inc. or their respective successors and assigns any obligation to erect, construct, install or maintain all or any portion of the Common Internal Private Road System, Common Utility and Service Facilities, Common Electric Service Equipment or Common Product Transmission Lines, and (b) nothing herein shall be deemed to create in any Plant Site Owner, Primary Tenant, Secondary Tenant, Permittee or any other person or entity the right to require Declarant or Pureland Association, Inc. or their respective successors or assigns to erect, construct, install or maintain such systems, facilities, services or equipment or to be compensated.

(i) in the event Declarant or Pureland Association, Inc. or their respective successors or assigns does not erect, construct, install or maintain such systems, facilities, services or equipment or

(ii) for any errors of omission or commission of Declarant or Pureland Association, Inc. or any of their respective successors or assigns in connection with the erection, construction, installation or maintenance of such systems, facilities, services or equipment by any other person or entity subject to this Declaration or the failure of such other person or entity to comply with this Declaration or any provisions of any rule or regulation issued pursuant to this Declaration.

#### IX. Rules and Regulations

Declarant may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, Declarant shall take into consideration the best interests of the Site Owners and Primary and Secondary Tenants and of Pureland so that Pureland shall be preserved and maintained as a high quality ecologically planned and pollution controlled complex of heavy, medium and light industry.

#### X. Parties Bound

10.01 This Declaration and the provisions hereof, including the benefits and burdens, shall run with the land and shall be binding upon Declarant, the successors, assigns and grantees of Declarant, and any other occupants or users of Pureland or any portion thereof, their heirs, successors, assigns and personal representatives, and any and all conveyances, leases or licenses of all or any portion or portions of Pureland and mortgages thereof shall be subject to the provisions of this Declaration.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed by its President with its corporate seal affixed, duly attested by its Secretary, the day and year first above written.

STATE MUTUAL LIFE ASSURANCE  
COMPANY OF AMERICA

By: A. G. BULLOCK, *Vice President*

Attest: JOSEPH G. NASON, *Assistant Secretary*  
(Corporate Seal)

STATE OF MASSACHUSETTS {  
COUNTY OF WORCESTER } ss.

On this, the 23rd day of August, 1973, before me, a Notary Public in and for the State and County aforesaid, personally appeared A. G. Bullock who acknowledged himself to be the Vice President of STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA, a Massachusetts corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

RALPH A. PECK, JR., *Notary Public*

My Commission Expires:  
November 22, 1979