

**DEED OF EASEMENT**  
**FOR INGRESS, EGRESS, AND UTILITIES**

**THIS DEED OF EASEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the STATE AGRICULTURE DEVELOPMENT COMMITTEE (“SADC”), whose address is 200 Riverview Plaza, P.O. Box 330, Trenton, NJ 08625, referred to as “Grantor”, and

whose current address is \_\_\_\_\_ referred to as “Grantee”.

WHEREAS, Grantor is the owner of real property designated on the official tax map of Hopewell Township, Mercer County, NJ as Block 62, Lot 2.021 and Grantee is, or is about to become, the owner of real property designated as Block 62, Lot 3.01; and

WHEREAS, Grantor and Grantee desire to establish a perpetual easement for the benefit of Block 62, Lot 3.01 over and across the Block 62, Lot 2.021 for purposes of ingress, egress, and utilities,

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, Grantor and Grantee agree as follows:

**ARTICLE 1: GRANT OF EASEMENT**

**1.1 Creation of Easement.**

Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement (the "Easement") over, under, across, and upon Block 62, Lot 2.021 for the purposes set forth in paragraph 2.1 below.

**1.2 Easement Area.**

The Easement shall be located on Block 62, Lot 2.021 along an existing paved drive from Bear Tavern Road to Block 62, Lot 3.01 as described in the legal description attached hereto as Exhibit "A" prepared by Harris Surveying, Inc., dated \_\_\_\_\_, and revised through \_\_\_\_\_, containing an easement area of +/- 0.941 acres and as further depicted on the Plan of Survey prepared by Harris Surveying, Inc., dated February 12, 2026, attached hereto as Exhibit "B" (collectively, the "Easement Area").

**1.3 Appurtenant Easement; Binding Effect.**

All rights related to the Easement are intended to be appurtenant to and run with the land and to bind, benefit, and burden, as the case may be, the heirs, successors and assigns of the Grantor and the Grantee. All references herein to the Grantor and to the Grantee shall also be deemed to include their employees, agents, tenants, licensees or invitees.

**ARTICLE 2: SCOPE AND USE OF EASEMENT**

**2.1 Permitted Uses.**

The Grantee and all persons authorized by the Grantee shall have the nonexclusive right to use the Easement Area for:

(a) Access Rights: Ingress and egress by foot and by vehicle at all times, day and night, for any lawful purpose related to the use and enjoyment of Block 62, Lot 3.01; and

(b) Utility Rights: Installation, inspection, maintenance, repair, replacement, and removal of all utility lines, pipes, wires, conduits, meters, and appurtenances necessary to provide utility services to Block 62, Lot 3.01.

## **2.2 Shared Utilities.**

The Grantor and Grantee acknowledge that certain utility infrastructure located within the Easement Area currently serves both Block 62, Lot 2.021 and Block 62, Lot 3.01 (the "Shared Utilities"). Both parties shall have the right to access, maintain, repair, and replace the Shared Utilities in accordance with the provisions of this Easement provided such activities do not unreasonably interfere with the parties' use of the Shared Utilities and of the Easement, and subject to section 2.3 below.

## **2.3 New Utility Installations.**

Either party may install new or additional utility infrastructure within the Easement Area to serve their respective properties subject to the following conditions:

(a) The party installing new or additional utility infrastructure shall provide written notice to the other party at least thirty (30) days prior to any said work, except in cases of emergency;

(b) The parties shall execute prior written consent for the location and method of installation, which consent shall not be unreasonably withheld, conditioned, or delayed. Consent shall be deemed given if one party fails to respond within fifteen (15) days of receipt of a written request for consent from the other party;

(c) All new installations shall be performed in a workmanlike manner and in compliance with all applicable laws, codes, and regulations;

(d) The party installing new or additional utility infrastructure shall be responsible, following the said installation, for reasonably restoring the Easement Area to its prior condition.

## **2.4 Restrictions on Use.**

Neither party shall:

(a) Use the Easement Area in any manner that is inconsistent with the Agricultural Retention and Development Act ("ARDA");

(b) Place or construct any permanent structures, buildings, or drainage facilities (other than utility infrastructure) within the Easement Area without the prior written consent of the other party;

(c) Use the Easement Area in any manner that unreasonably interferes with the other party's use;

(d) Damage the Easement Area and/or improvements within the Easement Area. To the extent such damage occurs other than by normal use (excluding damage cause by access for construction vehicles), the party causing such damage shall promptly repair it at that party's sole cost and expense and to the reasonable satisfaction of the other party.

(e) Park any vehicles or equipment in the Easement Area, and they shall not obstruct, interfere with, or otherwise hamper access by vehicles or personnel through and across the Easement Area.

# **ARTICLE 3: MAINTENANCE OBLIGATIONS**

## **3.1 Easement Area Maintenance.**

(a) General Maintenance: The Grantee shall be responsible at its own cost for routine maintenance of the Easement Area, including snow removal, pothole repair, and general upkeep;

(b) Standard of Maintenance and Repair: All maintenance and repairs shall be performed in a workmanlike manner using materials of similar quality to those for which the maintenance or repair was undertaken;

(c) Timeline: Maintenance or repairs required under subsection (b) shall be initiated within thirty (30) days and completed within sixty (60) days of the damage occurring or maintenance needed, or such longer or shorter period as may be appropriate given the scope of the work, weather conditions, or availability of materials;

(d) Prior Approval: Prior to undertaking any repairs, maintenance, reconstruction, or disturbance of the Easement Area that goes beyond routine maintenance, the Grantee must obtain the prior written consent and approval of the Grantor, which consent shall not be unreasonably withheld, conditioned, or delayed. Consent shall be deemed given if the Grantor fails to respond within ten (10) business days of receipt of the written request. "Beyond routine maintenance" shall mean work the cost of which exceeds \$1,000 in labor and materials.

## **3.2 Utility Maintenance.**

(a) Shared Utilities: Each party shall be responsible for maintaining, repairing, and replacing the Shared Utilities in accordance with the cost-sharing provisions of Article 4;

(b) Separate Utilities: Each party shall be solely responsible for maintaining, repairing, and replacing any utility infrastructure that exclusively serves its own property;

(c) Non-Interference: Neither party shall take any action that interferes with, interrupts, or diminishes utility service to the other property, except as may be reasonably necessary for emergency repairs or scheduled maintenance performed in accordance with the notice provisions of this Easement.

### **3.3 Failure to Maintain or Repair.**

If either party fails to perform required maintenance or repairs within the time periods specified in this Easement, the other party may, after providing ten (10) days' written notice:

(a) Perform the required work; and

(b) Recover from the non-performing party all reasonable costs incurred, including reasonable attorney's fees, through the dispute resolution procedures set forth in Article 9.

## **ARTICLE 4: SHARED UTILITY COSTS**

### **4.1 Cost Allocation.**

(a) Maintenance and Repair Costs: Routine maintenance and minor repair costs for Shared Utilities (costs under \$2,500 per incident) shall be shared equally (50/50) between the Grantor and Grantee;

(b) Major Repairs and Replacement: For major repairs or replacement of Shared Utilities (costs of \$2,500 or more per incident), the parties shall negotiate in good faith to allocate costs based on:

- i. Relative usage and benefit derived from the utility;
- ii. The cause of the need for repair or replacement;
- iii. Capacity requirements of each property;
- iv. Any other relevant factors.

(c) Default Allocation: If the parties are unable to reach agreement on cost allocation for major repairs or replacement within thirty (30) days of written notice of the need for such work, costs shall be shared equally (50/50) between the owners, subject to either party's right to pursue dispute resolution under Article 9.

### **4.2 Payment Procedures.**

(a) The party incurring costs for work on Shared Utilities shall provide the other party with an itemized invoice and reasonable documentation of the costs incurred;

(b) The other party shall pay its share of such costs within thirty (30) days of receipt of the invoice;

(c) Any amounts not paid by Grantee within thirty (30) days shall accrue interest at the rate of eight percent (8%) per annum, or the maximum rate permitted by law, whichever is less.

### **4.3 Emergency Repairs.**

In the event of an emergency requiring immediate repair to Shared Utilities, either party may proceed with necessary repairs without prior consultation, and costs shall be allocated in accordance with section 4.1 above. The party performing the emergency work shall notify the other party as soon as reasonably practicable and provide documentation of costs incurred.

## **ARTICLE 5: INDEMNIFICATION**

### **5.1 Indemnification by Grantee.**

The Grantee shall indemnify, defend, and hold harmless the Grantor, and Grantor's successors, assigns, officers, agents, and employees, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or resulting from:

(a) Grantee's use or maintenance of the Easement Area;

(b) Grantee's installation, maintenance, repair, or replacement of utilities serving the Grantee;

(c) Any negligent or willful acts or omissions of the Grantee, or any person acting on behalf of the Grantee, in connection with the exercise of rights under this Easement, except to the extent such claims arise from the negligent or willful acts or omissions of the Grantor.

### **5.2 Indemnification by Grantor.**

Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and appropriations and the availability of funding, the Grantee, at its own expense, shall be responsible

for any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Grantee, its employees, representatives, agents, independent contractors or invitees, related to this Easement.

### **5.3 Notice of Claims.**

Grantee shall notify Grantor in accordance with applicable provisions in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. Grantor shall promptly notify Grantee in writing of any claim for which indemnification may be sought under this Article.

### **5.4 Limitation of Liability.**

Neither party shall be liable to the other for damage to or interruption of utilities except where caused by the willful or grossly negligent acts of that party or its agents, employees, or contractors.

## **ARTICLE 6: INSURANCE**

### **6.1 Insurance Requirements.**

Grantee shall maintain, at its own expense, general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The certificate of insurance shall name Grantor as an additional insured.

### **6.2 Evidence of Insurance.**

Grantee shall provide Grantor with a certificate of insurance evidencing the coverage required by this Article within thirty (30) days of the full execution of this Easement.

## **ARTICLE 7: NOTICES**

### **7.1 Notice Requirements.**

All notices, requests, demands, and other communications required or permitted under this Easement shall be in writing and shall be deemed properly given if:

- (a) Delivered personally;
- (b) Sent by certified or registered mail, return receipt requested, postage prepaid;
- (c) Sent by recognized overnight courier service; or
- (d) Sent by email with confirmation of receipt.

### **7.2 Effective Date of Notice.**

Notices shall be deemed received: (a) if delivered personally, upon delivery; (b) if sent by mail, three (3) business days after deposit in the U.S. mail; (c) if sent by overnight courier, one (1) business day after deposit with the courier; (d) if sent by email, upon confirmation of receipt or the absence of a notice of non-delivery.

## **ARTICLE 8: DISPUTE RESOLUTION**

### **8.1 Good Faith Negotiation.**

In the event of any dispute arising under this Easement, the parties shall first attempt to resolve the dispute through good faith negotiation. Either party may initiate negotiations by providing written notice to the other party describing the nature of the dispute. If good faith negotiations do not resolve the dispute within sixty (60) days of the date of written notice, then either party may pursue any available legal or equitable remedies in a court of competent jurisdiction.

## **ARTICLE 9: GENERAL PROVISIONS**

### **9.1 Duration.**

This Easement is perpetual and shall continue in full force and effect unless terminated in accordance with the provisions of this Easement or by operation of law.

### **9.2 Termination.**

This Easement may be terminated only by:

- (a) Written agreement signed by the Grantor and Grantee and duly recorded in the Office of the Mercer County Clerk;
- (b) Condemnation by a governmental authority having the power of eminent domain;
- (c) Court order; or

(d) Grantor's conveyance of Block 62, Lot 2.021.

### **9.3 Non-Abandonment.**

Mere non-use of the Easement, even for an extended period, shall not constitute abandonment.

### **9.4 Amendment.**

This Easement may be amended, consistent with ARDA, only by a written instrument executed by both the Grantor and Grantee and duly recorded in the Office of the Mercer County Clerk.

### **9.5 Severability.**

If any provision of this Easement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this Easement, and the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

### **9.6 Waiver.**

No waiver of any provision of this Easement shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default of the same or any other provision.

### **9.7 Entire Agreement.**

This Easement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations, representations, and agreements, whether written or oral, except as specifically referenced herein.

### **9.8 Relationship to Other Agreements.**

This Easement does not supersede or modify any existing utility service agreements with public utilities, cost-sharing arrangements, or maintenance agreements between the parties or with third parties, except to the extent expressly provided herein. Any such agreements shall remain in full force and effect. If there is a conflict between this Easement and any such existing agreement, the parties shall negotiate in good faith to resolve the conflict, with this Easement controlling unless otherwise agreed in writing.

### **9.9 Construction and Interpretation.**

This Easement shall be construed and interpreted in accordance with the laws of the State of New Jersey.

### **9.10 Counterparts.**

This Easement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

### **9.11 Recording.**

This Easement shall be recorded in the Office of the Clerk of Mercer County, New Jersey.

## **ARTICLE 10: WARRANTIES AND REPRESENTATIONS**

### **10.1 Covenant Against Encumbrances.**

Grantor and Grantee covenant that they will not grant any easement, license, or other right in or to Block 62, Lot 2.021 and Block 62, Lot 3.01 that would materially interfere with or impair the parties' rights under this Easement.

## **ARTICLE 11: SPECIAL PROVISIONS**

### **11.1 Access During Construction.**

If, at any time, either property undergoes construction, renovation, or significant repair work not prohibited by ARDA, the party undertaking such work shall:

- (a) Maintain reasonable access through the Easement Area at all times;
- (b) Provide at least seven (7) days' advance written notice of any construction activities that may temporarily obstruct or limit access;
- (c) Minimize any disruption to access and utilities;
- (d) Restore the Easement Area to its prior condition upon completion of the work.

**11.2 Emergency Access.**

Both parties acknowledge and agree that emergency vehicles (including police, fire, and ambulance services) shall have unrestricted access through the Easement Area at all times. Neither party shall obstruct or impede emergency access under any circumstances.

**11.3 Utility Easements and Rights-of-Way.**

This Easement does not affect, and is subject to, any utility easements or rights-of-way granted to public or private utility companies. Both parties shall cooperate with utility companies in the exercise of their easement rights.

**11.4 Vegetation Management.**

Neither party shall plant trees or large shrubs within the Easement Area that could interfere with access or utilities.

**[Remainder of page intentionally left blank; signatures affixed on ensuing pages]**

**IN WITNESS WHEREOF**, the Grantor and Grantee hereto have executed this Deed of Easement on the day and year above first written.

**WITNESS**

\_\_\_\_\_ By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
**State Agriculture Development Committee, Grantor**

\_\_\_\_\_ By: \_\_\_\_\_  
Print name: \_\_\_\_\_, **Grantee**

**STATE OF NEW JERSEY:**

\_\_\_\_\_ **ss.**  
**COUNTY OF** \_\_\_\_\_ :

I certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
\_\_\_\_\_, personally came before me and acknowledged under oath, to my satisfaction, that each person,

- (a) is named in and personally signed this Deed of Easement;
- (b) signed, sealed and delivered this Deed of Easement;
- (c) made this Deed of Easement for \$1.00 and other consideration as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

\_\_\_\_\_  
Notary

**STATE OF NEW JERSEY:**

\_\_\_\_\_ **ss.**  
**COUNTY OF** \_\_\_\_\_ :

I certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
\_\_\_\_\_, personally came before me and acknowledges under oath, to my satisfaction, that this person.

- (a) is named in and personally signed this Deed of Easement;
- (b) signed, sealed and delivered this Deed of Easement;
- (c) made this Deed of Easement for \$1.00 and other consideration of the promises and covenants herein as the full and actual consideration paid or to be paid for this easement. (Such consideration is defined in N.J.S.A. 46:15-5).

\_\_\_\_\_  
Notary