

parties that this Agreement and its terms and conditions shall become a part of the chain of title and shall run with the land.

3. This easement grant and all provisions herein are subordinate to the right of the Grantor, expressly reserved, to construct, maintain, and repair on and within the easement area those improvements depicted on the plans entitled, _____, which were prepared by _____, dated _____, and last revised on _____. The Grantor further reserves the right within the easement area to clear, grade, excavate and fill in order to construct such improvements as specifically shown on such plans so long as right-of-way is not obstructed.

4. The Grantor shall not change any features of the natural landscape or general topography of the easement area nor remove any trees, shrubs, or other vegetation except as necessary for the construction, maintenance and repair of the improvements shown on the referenced plans and utilities or drainage easements herein permitted without the prior written approval of the Grantee; provided, however, that the Grantor may, without such written approval, remove dead or diseased foliage that may reasonably be expected to threaten the surrounding foliage.

5. The Grantee, its employees and agents, shall have free access over the easement area for all purposes related to construction, re-construction, maintenance and repair of the hiking and pedestrian trail as they, in their sole discretion, may choose to conduct.

6. Nothing contained herein shall require the Grantee to construct and/or maintain any hiking and pedestrian trail on or within the aforesaid easement area.

7. It is understood by the parties hereto that the use of the easement area by the public will be subject to and controlled by the terms of an ordinance adopted by the Grantee that shall extend the liability insurance coverage of Grantee to this trail and which shall further prohibit its use by motorized vehicles and further prohibit objectionable activities including, but not limited to, use of alcohol or drugs, excessive noise and littering.

8. It is agreed by and between the Grantor and Grantee that mere lack of use or interruption of use of the Easement by the public for an indefinite time shall not be constituted as an abandonment or other extinguishment of the easement except as may be subsequently agreed in a separate easement extinguishment agreement which may be entered into between the Grantor or its successors and assigns and the Township of Bernards and its successors and assigns.

9. This Easement shall be read in conjunction with any other easements depicted on the approved plans and entered into by the parties hereto simultaneously herewith.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of, and shall bind, the respective

parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

This Easement shall in all respects be governed by, and construed in accordance with, the laws of the State of New Jersey.

In the event of any violation of the covenants and conditions contained in this easement, the Township of Bernards or its designee shall be entitled to exercise all remedies provided at law or in equity and further shall be entitled to recover, in any action to enforce the terms hereof, reasonable attorney's fees.

The provisions of this Agreement may not be amended, modified or terminated without the express written consent of the Township of Bernards, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing and signed by the appropriate municipal officials.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

ATTEST:

TOWNSHIP OF BERNARDS

By: _____

, Township Clerk

, Mayor

The foregoing grant of a pedestrian trail easement is in accordance with a subdivision approved by the Bernards Township [Planning] Board on _____.

, Chairman

, Secretary

STATE OF NEW JERSEY }

} ss.:

COUNTY OF SOMERSET }

I CERTIFY that on _____, _____, _____ personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is named in and personally signed this document as general partner of _____, as its voluntary act and deed.

NAME:

TITLE:

STATE OF NEW JERSEY }

} ss.:

COUNTY OF SOMERSET }

I CERTIFY that on _____, _____ personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the TOWNSHIP OF BERNARDS, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is _____ of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Bernards Township [Planning] Board;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

TOWNSHIP CLERK

Signed and sworn to before
me on this _____ day of

_____, _____.

The Grantee, its agents, representatives, or employees may come upon, but shall have no duty to enter upon, and re-enter upon the lands described on Schedule A annexed hereto for the purpose of clearing any brush, trees, weeds or other growth upon said lands or for the purpose of establishing a clear sight or view for operators of vehicles or pedestrians traversing the abutting streets, roads, or highways.

The Grantor may convey, mortgage, lease or otherwise transfer title or interest in the lands subject to this easement provided, however, the covenants and conditions herein shall remain superior to such conveyance, mortgage, lease or transfer, it being the intention of the parties that this easement and its terms and conditions shall become a part of the chain of title and shall run with the land.

Wherever in this Agreement any parties shall be designated or referred to by name or by general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors, and assigns" had been inserted after each and every designation. All the terms, covenants and conditions herein contained shall be for, and inure to the benefit of, and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors, and assigns, respectively.

In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Agreement may require.

This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

The provisions of this Agreement may not be amended, modified or terminated without the express written consent of the parties hereto, and no such amendment, modification or termination shall be effective for any purpose or unless set forth in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

By: _____

Dated:

ATTEST:

TOWNSHIP OF BERNARDS

By: _____

Dated:

The foregoing grant of a sight easement is in accordance with a subdivision approved by the Bernards Township [Planning] Board on _____.

, Chairman

, Secretary

STATE OF NEW JERSEY }

} ss.:

COUNTY OF SOMERSET }

I CERTIFY that on _____, _____, _____ personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is named in and personally signed this document as general partner of _____, which is a party named in this document;
- (b) this person signed, sealed and delivered this document on behalf of _____, as its voluntary act and deed.

NAME:

TITLE:

2. This easement grant and all provisions herein are subordinate to the right of the Grantor, expressly reserved, to construct, maintain, and repair on and within the easement area those improvements depicted on the plans entitled, “_____” which were prepared by _____, dated _____, and last revised on _____, and as may be further revised pursuant to proper resolution of the [Planning] Board. The Grantor further reserves the right within the easement area to clear, grade, excavate and fill in order to construct such improvements as specifically shown on such plans.

3. This easement grant and all provisions herein are further subordinate to the Grantor’s right to construct, maintain and repair utility connections or drainage facilities on, over and under the conservation area and to clear, grade, excavate, and fill as necessary to construct and maintain such utility connections or drainage facilities as are shown on the plans referred to above only.

4. The Grantor shall not change any features of the natural landscape or general topography of the easement area nor remove any trees, shrubs, or other vegetation except as necessary for the construction, maintenance and repair of the improvements shown on the referenced plans and utilities or drainage easements herein permitted without the prior written approval of the Grantee; provided, however, that the Grantor may, without such written approval, remove dead or diseased foliage that may reasonably be expected to threaten the surrounding foliage.

5. The Grantor shall not make any changes within the easement area that will affect existing drainage, flood control, erosion control or soil conservation, except as necessary to construct, maintain and repair the improvements shown on the referenced plans and utilities or drainage easements herein permitted, without the prior written consent of the Grantee.

6. No topsoil, sand, gravel, loam, rock, minerals or other materials shall be excavated within or removed from the easement area, nor shall any fill be deposited, except as necessary for construction, maintenance and repair of the improvements shown on the referenced plans and utilities or drainage easement herein permitted, unless the prior written consent of the Grantee is secured.

7. The Grantor shall not deposit, or allow to be deposited, any trash, waste or any other materials within the easement area and shall not use the easement area for the storage of materials whatsoever.

8. No advertising signs or structures shall be located within the easement area.

9. No buildings or other structures, other than the improvements shown on the referenced plans and utilities or drainage facilities and structures necessary thereto

herein permitted, shall be erected in the easement area unless application therefor, with plans and specifications, have been filed with and approved by the Grantee and the Planning Board; however, improvements and structures existing on the date of this Agreement may be maintained and repaired unless shown and designated as “to be removed” upon the referenced plans.

10. It is understood and agreed that this easement agreement confers upon the Grantee no rights of title or use of the easement area and nothing herein shall be construed to permit public access to or use of that area nor require the Grantee to maintain such area. Nothing herein shall be construed to limit the Grantor’s right of access to and use of that area except as herein provided.

11. The Grantee, its employees and agents, are permitted to enter the easement area for the purpose of ascertaining compliance with the terms of this Indenture.

12. No roadways or other rights of way or parking of motor vehicles or equipment shall be allowed within the easement area unless shown on the originally approved plans.

13. This easement shall be subject to, and read in conjunction with any Hiking and Pedestrian Trail Easements or other easements depicted on the approved plans and entered into by the parties hereto simultaneously herewith.

14. It is the intention of the parties hereto that the easement area will remain undisturbed and forever wild except as specifically provided herein.

Wherever in this Instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words “heirs, executors, administrators, personal or legal representatives, successors and assigns” had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of, and shall bind, the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

This easement shall in all respects to be governed by and construed in accordance with the laws of the State of New Jersey.

In the event of any violation of the covenants and conditions contained in this Easement, the Township of Bernards or its designee shall be entitled to recover, in any action to enforce the terms hereof, reasonable attorney’s fees.

The provisions of this Agreement may not be amended, modified or terminated without the express written consent of the Township of Bernards, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing and signed by the appropriate municipal officials.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

By:

Dated:

ATTEST:

TOWNSHIP OF BERNARDS

By:

Dated:

The foregoing grant of conservation easement is in accordance with a subdivision approved by the Bernards Township Planning Board on _____, _____.

, Chairman

, Secretary

STATE OF NEW JERSEY)

) ss:

COUNTY OF SOMERSET)

I CERTIFY that on _____, _____, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of _____, the Corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is _____, the President of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this document;

(e) this person signed this proof to attest to the truth of these facts; and

(f) the full and actual consideration paid or to be paid for the transfer of title to reality evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, sec. a(c), is One Dollar (\$1.00).

Signed and sworn to before me on
this ____ day of _____, _____.

STATE OF NEW JERSEY)
) ss:
COUNTY OF SOMERSET)

I CERTIFY that on _____, _____,
_____ personally came before me and this person
acknowledged under oath, to my satisfaction, that:

(a) this person is the Clerk of the TOWNSHIP OF BERNARDS, the municipal corporation named in the attached document;

(b) this person is the attesting witness to the signing of this document by the proper municipal officer who is _____, the Mayor of the municipal corporation;

(c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Township [Planning] Board;

(d) this person knows the proper seal of the municipal corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

_____, Clerk

Signed and sworn to before me on
this ____ day of _____, ____.

- (a) this person is the Clerk of the Township of Bernards, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is _____, the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Bernards Township Planning Board;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Township Clerk

Signed and sworn to before
me on this ____ day of

_____, _____.

This Easement is conveyed to the Grantee for certain property situated in the Township of Bernards, County of Somerset, State of New Jersey, known as Block ____, Lot ____ as shown on the Tax Map of the Township of Bernards, and as said Lot is shown on the [Final Plat for _____, entitled "Final Major Subdivision Plat, _____" dated _____,] and approved by the Bernards Township [Planning] Board by Resolution dated _____ (Application # _____), said [Final Plat being recorded and filed at the Somerset County Clerk's Office on _____, as Map No. _____].

Grantor may convey, mortgage, lease or otherwise transfer title or interest in the lands subject to this Easement provided, however, that the covenants and conditions herein remain superior to such conveyance, mortgage, lease or transfer, it being the intention of the parties that this Easement and its terms and conditions shall become a part of the chain of title and shall run with the land.

This Easement grant and all provisions herein are subordinate to the right of the Grantor, expressly reserved, to construct, maintain and repair those improvements depicted on plans entitled "_____", prepared by _____, dated _____, and last revised on _____.

The Grantor further reserves the right within the easement area to clear, grade, excavate and fill in order to construct such improvements as specifically shown on such plans.

Wherever in this Instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

This Easement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

The provisions of the Agreement may not be amended, modified or terminated without the express written consent of the Township of Bernards, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing and signed by the appropriate municipal officers.

pipes, swales, ditches, basins or other drainage or detention/retention facilities, and all necessary surface and subsurface appurtenances, the perpetual right to reconstruct, operate, maintain, inspect, protect and repair such detention/retention facilities and all necessary surface and subsurface appurtenances within said easement, the perpetual right to do within said easement all that may be necessary for the reconstruction, replacement, extension, improvement, betterment, maintenance, inspection, protection, operation and use of such drainage detention or retention facilities and all necessary surface and subsurface appurtenances as a part of such drainage detention or retention facilities within said easement including all reasonable incidental rights to protect and preserve installed lines and appurtenances such as the right to subjacent lateral support, the right to construct and maintain rip rap at stream crossings and at other places where such protection may be required to protect installed lines and appurtenances from erosion, the right to reasonably limit loads traversing or bearing upon the surface of the right-of-way to protect the installed lines and appurtenances from stress or damage due to weight, shock, vibration or other similar phenomena, the right to construct and maintain requisite surface and subsurface appurtenances and to take any reasonable action that may be necessary to protect installed drainage detention or retention facility lines from infiltration, the perpetual right to use said easement for the purposes aforesaid and remove all buildings, structures and obstructions of whatsoever kind or character now or hereafter found on or within said easement and also the perpetual right of free and unobstructed access thereto, use and possession thereof with all manner of men, machinery, supplies, materials and equipment for the accomplishment of any and all of the foregoing purposes and any other purpose required to accomplish the aforesaid purposes within said area being more particularly described on Schedule A attached hereto and made a part hereof. [Said easement areas being further set forth on a certain map entitled _____, prepared by _____, dated _____, last revised _____, which Map is to be recorded in the Office of the Clerk, Somerset County.]

2. Grantee, its agents, representatives, employees or any person or entity designated by it, shall also have the right, but not the duty, of entry and re-entry in and upon the land in the easement areas for the purpose of installing, constructing, and maintaining a drainage area and related improvements as may be required by the Township of Bernards, County of Somerset, or State of New Jersey, or any agency or authority thereof.

3. In the event Grantee installs or repairs any portion of the drainage, detention or retention facilities, Grantee shall restore the surface area over the easement areas, to the extent practicable, to its original condition after entry in and upon said lands for the purposes herein permitted, however, no shrubs, trees or other plantings are required to be replaced by the Grantee.

4. It is expressly acknowledged hereby that the Grantee does not and will not in the future have any obligation to maintain any grass or other improvements in and about the said easement. The Grantee does not now and will not in the future have any

obligation to clean debris or garbage in or about the easement. All maintenance shall be and shall remain the obligation of the owner of the land upon which the Basin is located, it being specifically intended that this Easement shall run with the land and be binding upon all successors and assigns of the Grantor herein.

5. Grantee shall have the right, but not the duty, to enter upon the easement with vehicles and equipment, at any time and without prior notice to the Grantor, in order to exercise its rights with respect to said easement. Grantee will replace and/or restore the grade of any property and any landscaping disturbed by Grantee in connection with the exercise of its rights pursuant hereto. Upon completion of any work by Grantee, Grantee shall remove, or shall cause to be removed, all materials, tools, equipment, building supplies and debris from the easement and surrounding area.

6. Grantor hereby agrees to indemnify, defend, and hold Grantee harmless from and against any loss, damage, lien, encumbrances, suit, claim or expense (including, without limitation, attorneys fees) caused by or arising from any damage or injury to property or persons arising from or in connection with any of the rights herein granted.

7. Grantor may convey, mortgage, lease, or otherwise transfer title or interest in the lands subject to the easement; provided, however, that the covenants and conditions herein shall remain superior to such conveyance, mortgage, lease, or transfer, it being the intention of the parties that the easement and the terms and conditions set forth herein shall become a part of the chain of title and shall run with the land.

8. This Easement hereby granted and all provisions herein are subordinate to the right of Grantor, expressly reserved, to construct, maintain, and repair on and within the easement area those improvements depicted on a certain plan entitled _____ prepared by _____, dated _____, and last revised to _____.

9. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

10. In the event that Grantor fails to properly maintain, inspect and/or repair any portion of the easement or improvements therein and continues to fail or refuse to do so after written notice from the Grantee, the Grantee shall have the right, but not the duty, seven (7) days after delivery of such notice to enter upon the easement to perform any and all work determined by the Grantee in its sole discretion to be necessary to protect the public health, safety, and welfare and the costs thereof shall be paid by Grantor within thirty (30) days after submission of a statement thereof and if not paid, such amounts shall become a municipal lien upon the property after certification to the taxing authority.

11. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

To Grantee: Administrator
Township of Bernards

12. Wherever in this Instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors, and assigns" had been inserted after each and every designation. All terms, covenants, and conditions herein contained shall be for, and inure to the benefit of, and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors, and assigns, respectively.

13. In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Instrument may require.

14. This Instrument shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

15. The provisions of this Instrument may not be amended, modified, or terminated without the express written consent of the Township of Bernards, and no such amendment, modification, or termination shall be effective for any purpose unless set forth in writing and signed by the appropriate municipal officials.

16. This Easement shall be subject to, and read in conjunction with, all other easements depicted on the approved map or plans and entered into by the parties hereto simultaneously herewith.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

By:

Dated:

ATTEST:

TOWNSHIP OF BERNARDS

By:

Dated:

The foregoing grant of a drainage facilities easement is in accordance with a subdivision approved by the Bernards Township _____ Board on _____.

, Chairman
Secretary

STATE OF NEW JERSEY)

) ss:

COUNTY OF SOMERSET)

I CERTIFY that on _____, _____ personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is named in and personally signed this document as general partner of _____, which is a party named in this document;
- (b) this person signed, sealed and delivered this document on behalf of _____, as its voluntary act and deed.

NAME:

TITLE:

STATE OF NEW JERSEY)

) ss:

COUNTY OF SOMERSET)

I CERTIFY that on _____, _____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the TOWNSHIP OF BERNARDS, the municipal corporation named in the attached document;
- (b) this person is the attending witness to the signing of this document by the proper municipal officer who is _____, Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Township _____ Board;

- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on _____, Clerk
this ____ day of _____, _____.