

Prepared By:

Susan E. Bacso, Esq.
Mercer County Agricultural Development Board Counsel
Attorney-at-Law of New Jersey

DECLARATION OF COVENANTS

This DECLARATION OF COVENANTS is made on this ____ day of _____, 20____

By:

[_____]
whose address is:

(referred to as the Grantor),

In favor of,

COUNTY OF MERCER,
a body politic and corporate of the State of New Jersey,
whose address is:
640 South Broad Street
Trenton, New Jersey 08650-0068,

(referred to as the Grantee and/or Board).

The Grantor hereby grants and conveys to the Grantee the rights set forth in this instrument in and to the property described in Exhibit A attached hereto (the "Property").

The tax map reference for the Property is:

Block _____, Lot _____, in the Township/City/Borough of _____,
County of Mercer, State of New Jersey.

This transfer is an integral part of a certain transaction between the Grantor and the Grantee memorialized in a Deed of Easement between the parties dated _____, 20__ and recorded simultaneous with, but just prior to, this Declaration of Covenants.

The consideration for the establishment of this Declaration of Covenants is the payment by the Grantee of \$_____, which is recited in the Deed of Easement. The Grantee paid the monetary consideration for the express purposes of acquiring both the Deed of Easement and the rights contained in this Declaration of Covenants and would not have acquired the Deed of Easement and paid the monetary consideration without it being accompanied by this Declaration of Covenants.

This Declaration of Covenants runs with the land and is binding on the Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns, and in particular on any and all present or future owners of the land described in Exhibit A.

The purpose of the Covenant is to expressly promote and enhance the rights and benefits conveyed to the Grantee in the Deed of Easement. This Declaration of Covenants places an affirmative responsibility on the owner of the premises, which responsibility enhances the suitability for farming not only of the lands described in Exhibit A, but also of other lands in the agriculture district of which this premises is a part, and of other farm operations within the general geographic area and is to place on notice all owners of the Property and subsequent owners of record thereof that the Property is subject to the covenants and restrictions herein imposed.

The covenants and requirements which the Grantor imposes on the Property and upon its present and future owners for the benefit of the Grantee and others are as follows:

1. The Grantor shall not permit the Property to become overgrown and must maintain and manage the Property in a manner which will enhance the suitability of the Property for agricultural purposes. At least once a year, the Grantor will clear cut or mow, or have clear cut or mowed, all fields or open spaces located on the Property described in Exhibit A (and as more specifically depicted on a survey prepared by _____, dated _____, as Job No. _____, which survey is attached hereto as Exhibit B), except those fields which are in pasture or contain crops to be harvested or made in that year. The cutting or mowing must occur annually before December 31st and should occur after July 15th, if possible, to protect nesting birds.

2. The Grantee and its agents or designees are given the right to enter the Property to determine whether the cutting or mowing has been completed. Before any inspection is made, a reasonable advance notice to the record owner is to be provided.

3. In the event that the cutting or mowing has not been performed by the completion date, the Grantor will be given written notice that the mowing or cutting has not been performed and a direction that it be completed within fourteen (14) calendar days.

4. In the event that the cutting or mowing is still not completed within fourteen (14) calendar days after the notice provided for in paragraph 3 is given, then:

A. The Grantee at its option may bring a legal action to enforce this Declaration of Covenants. If a legal action is necessary, the Grantor will pay all of the Grantee's reasonable legal fees; or,

B. The Grantee may hire somebody to do the cutting or mowing. The person, firm, or corporation hired shall have the right to enter the Property and do the work without notice to or interference by the Grantor. The Grantor shall pay for the work and all costs and expenses of the Grantee in arranging for it to be performed.

In the event the Grantee exercises its rights under either A or B, all costs and expenses shall be the obligation of the Grantor and shall automatically become a lien upon the lands and premises described in Exhibit A without further legal action on behalf of the Grantee to perfect the lien.

5. This Declaration of Covenants runs with the land and is binding on the heirs, successors and assigns of the Grantor.

6. The covenants, conditions and restrictions on the Property created and established in this Declaration of Covenants may be waived, terminated or modified only upon written consent of the Grantee. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Clerk of Mercer County.

The Grantor signs this Declaration of Covenants and seals it within the meaning of New Jersey Law as of the date on the top of the first page. If the Grantor is a corporation, this instrument is signed and attested to by its corporate officers and its corporate seal is affixed.

Witness/Attest:

By: _____
Name:
Title:

By: _____
Name:
Title:

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF NEW JERSEY :
: SS.
COUNTY OF MERCER :

I certify that on _____, 20____, _____, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Declaration of Covenants;
- (b) signed, sealed and delivered this Declaration of Covenants as his or her act and deed;
- (c) made this Declaration of Covenants of and in consideration of mutual obligations and benefits to each party; and,
- (d) the actual and true consideration paid for this instrument was recited in the Deed of Easement, a companion document which was recorded just prior to this instrument.

NOTARY PUBLIC OF NEW JERSEY
My Commission expires:

STATE OF NEW JERSEY :
:SS
COUNTY OF MERCER :

I CERTIFY that on _____, 20 _____, Brian M. Hughes personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this DECLARATION OF COVENANTS,
- (b) signed, sealed and delivered this DECLARATION OF COVENANTS as the County's act and deed, and
- (c) is the County Executive of Mercer County.

Jerlene H. Worthy, Clerk of the Mercer County
Board of Chosen Freeholders