

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

R E S O L U T I O N #25-159

**RESOLUTION OF THE TOWNSHIP COMMITTEE
OF THE TOWNSHIP OF HOPEWELL AUTHORIZING
THE MAYOR AND CLERK TO EXECUTE A
TEMPORARY CONSTRUCTION EASEMENT
FOR CONSTRUCTION OF AN EXTENSION OF THE
LAWRENCE-HOPEWELL TRAIL ACROSS PROPERTY
LOCATED AT BLOCK 20, LOT 21.011, KNOWN AS THE
HILLMAN PROPERTY**

WHEREAS, D&R Greenway Land Trust, Inc. (“DRGLT”) is the owner of land located at Block 20, Lot 21.011 on the tax maps of the Township of Hopewell, which is known as the “Hillman property”; and

WHEREAS, the Township has received funding for the construction of a recreational trail and associated appurtenances through a portion of the Hillman property, as an extension of the Lawrence-Hopewell Trail (the “Trail”); and

WHEREAS, it is necessary for the Township of Hopewell to obtain a temporary construction easement from DRGLT across a portion of the Hillman property in order to construct the Trail; and

WHEREAS, it is appropriate for DRGLT and the Township to enter into a Temporary Construction Easement across a portion of the Hillman property to provide the Township with the right to construct the Trail.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Hopewell, Mercer County, that the Mayor and Clerk are hereby authorized to execute a Deed of Temporary Easement for the Construction of a Recreational Trail between Hopewell Township and D&R Greenway Land Trust, in the form attached hereto, subject to any non-substantive changes as approved by the Township Attorney.

Date Adopted: April 14, 2025

CERTIFICATION

I, Katherine Fenton-Newman, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 14th day of April, 2025, in the Municipal Building Auditorium, Hopewell Township, New Jersey and via Zoom Video Communications.



Katherine Fenton-Newman

Katherine Fenton-Newman, CMR, RMC

Municipal Clerk

**DEED OF TEMPORARY EASEMENT
FOR THE CONSTRUCTION OF A RECREATIONAL TRAIL**

THIS INDENTURE (this "Temporary Easement") is made as of the ____ day of March, 2025,

by and between

D&R GREENWAY LAND TRUST, INC., a New Jersey nonprofit corporation, having an address at One Preservation Place, Princeton, New Jersey 08540 ("Grantor"), and

THE TOWNSHIP OF HOPEWELL in Mercer County, a Municipal Corporation of the State of New Jersey, with offices located at 201 Washington Crossing-Pennington Road, Titusville, New Jersey 08560 ("Grantee").

WITNESSETH:

Whereas, Grantor is the owner in fee simple of lands in the Township of Hopewell, County of Mercer and State of New Jersey, designated as Block 20, Lot 21.011 on the Tax Maps of Hopewell Township (the "Property"); and

Whereas, Grantee intends to construct a recreational trail and associated appurtenances through a portion of the Property (the "Project").

Now, therefore, in consideration of the sum of ONE DOLLAR (\$1.00) and other consideration paid by Grantee, the receipt whereof is hereby acknowledged, Grantor does hereby grant a temporary construction easement to Grantee, its agents, employees, contractors and subcontractors, and the agents of each of them (collectively, "Grantee Parties") to enter upon and have access to a portion of the Property described below, with any necessary equipment. This temporary easement is for the express purpose of construction work, including a topsoil stockpile and a strip of land in a 40 foot wide area, measured 20 feet on either side of the center line of the proposed path shown on a plan entitled "Lawrence – Hopewell Trail, Mount Rose Distillery Trail, Township of Hopewell, Mercer County, New Jersey" prepared by Ferriero Engineering, Inc., dated March 19, 2021, a portion of which is attached hereto as Exhibit A, and the entire document being incorporated herein by this reference (the "Temporary Easement Area").

This grant of Temporary Easement will terminate upon the filing of any notice of completion of construction of the Project or two (2) years from the date of the commencement of the construction of the Project, whichever occurs first; provided, however, that if the Project cannot be completed within such two (2) years, then Grantee shall have reasonable extensions as necessary for Grantee to complete construction of the Project. Grantee, its agents, employees, contractors and guests shall have the right to locate and/or store construction equipment and /or supplies within the Temporary Easement Area during construction of the Trail.

As a further consideration for this Temporary Easement, Grantee agrees as follows:

1. Immediately following the construction of the Project, Grantee shall cause to be removed from the Property all debris, surplus material and construction equipment, so as to leave the Property in a neat and presentable condition. Any surplus excavated shall be left for Grantor's use or hauled away, at the option and direction of Grantor and consistent with any permits or approvals received for the Project.

2. In the event that any landscaping, fences, driveways or permanent buildings of Grantor are removed or damaged by any Grantee Parties during the Project's construction, Grantee shall cause such improvements on the Property to be repaired and restored to a condition equal to that existing before construction operations were commenced.

3. Following the completion of the Project, Grantee shall cause the prompt restoration to smooth surface contours and neat conditions any portion of the Temporary Easement Area that may have settled or heaved and shall return the remainder of the Temporary Easement Area as nearly as practicable to its original condition.

4. Grantee shall be solely liable for any bodily or personal injury or damage to property, arising or alleged to arise from any Grantee Parties' negligence in the construction and use of the Project pursuant to this Temporary Easement as to which it is determined to be legally liable.

Grantee shall indemnify, defend and save Grantor, its representatives, consultants, employees, directors, agents and assigns (collectively, "Grantor Parties") harmless from and against any liabilities, claims, losses or damages, including reasonable legal fees, on account of bodily or personal injury or damage to property, arising or alleged to arise from any Grantee Parties' actions or failure to act in connection with this Temporary Easement, but not to the extent arising from the concurrent negligence of any Grantor Parties; provided, however, that any Grantee Parties' responsibility to pay claims and to defend or pay for the defense of claims shall be limited to those instances in which any Grantee Parties are determined to be legally liable for such claims.

If any part of this provision obligating Grantee Parties to defend and protect Grantor Parties shall be in contravention of any statute, ordinance, regulation or rule, or any decision of any court of adjudicatory body, then this provision shall survive to the fullest extent permitted thereby.

5. Grantee covenants and agrees that at all times that any Grantee Parties intends to enter the Temporary Easement Area Grantee shall have obtained and shall maintain, or shall cause the applicable Grantee Parties to obtain and maintain, insurance coverage for any claims or causes of action for property damage or physical injury to third parties thereon, which policy shall name all Grantor Parties as additional insureds, and which insurance coverage shall be in at least the amount of \$1,000,000.00 per occurrence. Grantee shall provide Grantor with 15 days advance written notice of commencement of the Project and shall provide Grantor with copies of the Grantee's insurance certificates and that of any Grantee Parties at that time.

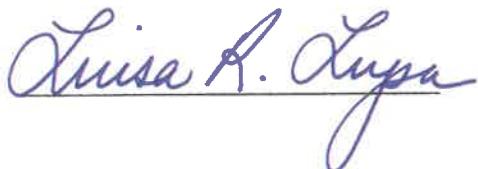
By acceptance of this Temporary Easement, Grantee agrees to abide by the terms and conditions herein on its part to be performed.

This Temporary Easement and the covenants and agreements contained in it will inure to the benefit of, and be binding and obligatory upon, the successors and assigns of the respective parties.

Grantor hereby reserves the right to use the Temporary Easement Area for any purpose not inconsistent with the terms of this Temporary Easement and which will not prevent easy and ready access thereto by Grantee for the uses aforesaid.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Temporary Easement to be signed and sealed the day and year first above written.

ATTEST:

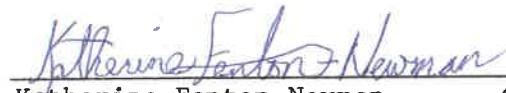


GRANTOR

D&R Greenway Land Trust, Inc., a nonprofit corporation of the State of New Jersey

By: 
Name: Linda Mead
Title: President

ATTEST:


Katherine Fenton-Newman, Clerk

GRANTEE:

TOWNSHIP OF HOPEWELL,
a Municipal Corporation of the State of New Jersey

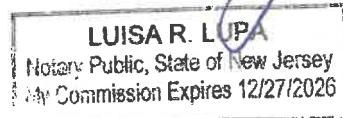
By: 
Courtney Peters-Manning, Mayor

STATE OF NEW JERSEY)
) ss
COUNTY OF MERCER)
 Somerset

I CERTIFY that on April 15, 2024, Linda Mead personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the attached document as President of D&R Greenway Land Trust, Inc., the corporation named in this Indenture;
- (b) this document was signed and delivered by the corporation as its voluntary act and deed; and
- (c) the full and actual consideration paid or to be paid for the transfer of title is One Dollar (\$1.00).

Luisa R. Lupa
Notary Public



STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

I CERTIFY the 14th day of April, 2025, Courtney Peters-Manning personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as the Mayor of **Hopewell Township**, the municipality named in this document; and
- (b) this document was signed and made by the municipality as its voluntary act and deed by virtue of and pursuant to an Ordinance adopted by its Township Committee.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Courtney Pro-Mary + Katherine Fonton Newman

Record and Return to:
Christopher S. Tarr, Esq.
Stevens & Lee, a PA P.C.
Princeton Corporate Park
100 Lenox Drive, Suite 200
Lawrenceville, NJ 08648

KATHERINE M. FENTON-NEWMAN
Commission # 50004216
Notary Public, State of New Jersey
My Commission Expires
October 03, 2029

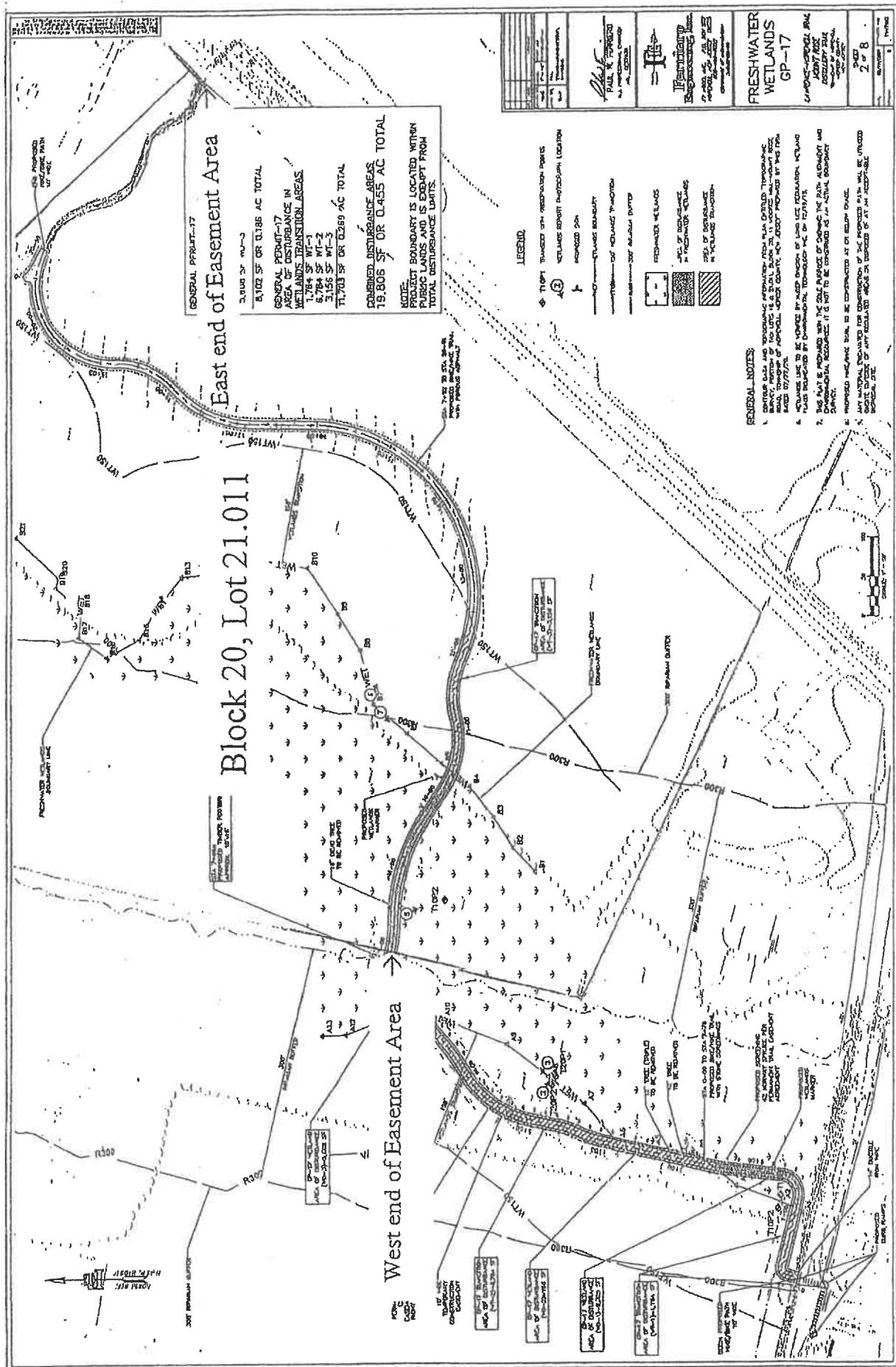


Exhibit A

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

R E S O L U T I O N #23-412

**RESOLUTION AUTHORIZING A DEED OF TEMPORARY EASEMENT
FOR THE CONSTRUCTION OF A RECREATIONAL TRAIL
THROUGH A PORTION OF BLOCK 20, LOT 21.011**

WHEREAS, the D&R Greenway Land Trust, Inc. is the owner in fee simple of lands in the Township of Hopewell, designated as Block 20, Lot 21.011 ("Hillman Property); and

WHEREAS, the Township of Hopewell intends to construct a recreational trail and associated appurtenances through a portion of the Hillman Property; and

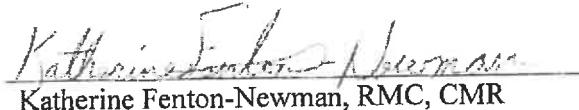
WHEREAS, the construction of a recreational trail on the Hillman Property requires that a temporary easement be granted by the D&R Greenway Land Trust, Inc. to the Township of Hopewell.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, that the Deed of Temporary Easement for the Construction of a Recreational Trail is hereby accepted and the Mayor and Clerk are authorized to execute same.

Date Adopted: November 27, 2023

CERTIFICATION

I, Katherine Fenton-Newman, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 27th day of November 2023, in the Municipal Building Auditorium, Hopewell Township, New Jersey and via Zoom Video Communications.



Katherine Fenton-Newman, RMC, CMR

Municipal Clerk



PARKER McCAY

Parker McCay P.A.
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054-5054

P: 856.596.8900
F: 856.596.9631
www.parkermccay.com

Susan E. Bacso, Esquire
P: 856-985-4027
F: 856-494-1769
sbacso@parkermccay.com

March 24, 2025

File No. 17087-0004

VIA OVERNIGHT DELIVERY

George Snyder, Township Administrator
Hopewell Township
201 Washington Crossing Pennington Road
Titusville, NJ 08560

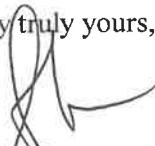
Re: Temporary Construction Easement Agreement
Block 20, Lot 21.011 (Hillman)

Dear George:

Enclosed, for the above matter, please find an original Temporary Construction Easement for the construction of the trail across the Hillman property. This easement has been signed by D&R Greenway Land Trust.

Kindly have this executed by the Mayor and Township Clerk, and notarized, where indicated and return so it can be recorded.

Please do not hesitate to contact me with any questions.

Very truly yours,

Susan E. Bacso

Enclosure – as stated

COUNSEL WHEN IT MATTERS.SM

Mount Laurel, New Jersey | Hamilton, New Jersey | Atlantic City, New Jersey | Camden, New Jersey