

**RECORD AND RETURN TO:**  
**Fox Rothschild, LLP**  
**c/o Jeffrey R. Chang, Esq.**  
**997 Lenox Drive, Building 3**  
**Lawrenceville, New Jersey 08648**

DECLARATION OF CROSS-EASEMENTS

THIS DECLARATION OF CROSS-EASEMENTS (this “Declaration”) is made as of this [ ] day of [ ], 2023, by **ER/UDC WEST WINDSOR, LLC**, a Delaware limited liability company having offices at 250 Miron Drive, Southlake, Texas 76092 (hereinafter called “Declarant”).

**WHEREAS**, the Declarant is the fee owner of that certain 3.094 +/- acre parcel of land and the improvements thereon located in the Township of West Windsor, Mercer County, New Jersey designated as Block 47, Lots 2, 3, 4, 5 and 6 in the Township of West Windsor (hereinafter referred to as the “Property”); and

**WHEREAS**, Declarant will consolidate existing lots and subdivide the Property creating two lots: (i) “Proposed Lot 1”, the QuickChek Parcel consisting of approximately 2.092 +/- acres as shown on the map entitled “Preliminary and Final Major Subdivision Plat” dated April 6, 2022 and prepared by Control Point Associates, Inc. (“Subdivision Plan”) annexed hereto as “**Exhibit A**” and (ii) “Proposed Lot 2”, the Restaurant Parcel, consisting of approximately 1.389 +/- acres as shown on the Subdivision Plan, (hereinafter collectively referred to as the “Proposed Lots”); and

**WHEREAS**, Pursuant to the terms of the approval granted by the Township of West Windsor Planning Board in connection with application no. PB 22-02, Declarant is required to provide a blanket access and drainage easement across the Proposed Lots due to the proposed interconnected driveways, parking lots, and stormwater management facilities; and

**WHEREAS**, the Declarant has agreed to enter into this Declaration to confirm the creation and grant of cross-easements to provide mutual rights, duties, and obligations applicable to the Proposed Lots.

**NOW THEREFORE**, in consideration of mutual rights, benefits and obligations hereinafter set forth, the parties hereto covenant and agree to impose certain perpetual, non-exclusive cross-easements across the Property as follows (collectively, the “Cross-Easements”):

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the body of this Declaration by this reference.
2. Access. The Declarant hereby declares and confirms the grant and establishment of an easement to enjoy the free and uninterrupted, non-exclusive and irrevocable right for cross-

access upon, over, under, through and across all paved areas curb cuts, driveways, parking areas, easement areas and access points across the Proposed Lots (the “Access Easement”). The Access Easement is hereby granted for the purpose of providing ingress, egress and access to the Proposed Lots, its tenants and occupants, and their respective officers, directors, employees, contractors, agents, invitees, licensees and visitors, for motor vehicles, machinery, and pedestrians.

3. Stormwater Drainage. The perpetual right and easement to discharge surface storm drainage and/or runoff over, upon, under and across the burdened Proposed Lots, to all retention and/or detention basins constructed on the Property, and through any existing drainage pipes or swales, in accordance with Township and County approved plans; and (ii) a nonexclusive easement to allow for access to and the use of all Drainage Facilities (defined below) serving a Property (to the extent necessary to serve that Proposed Lot), necessary to ensure the proper operation and maintenance of the Drainage Facilities, and as otherwise necessary to facilitate and ensure the complete construction of the Drainage Facilities and all obligations of the Declarant and its successors under approvals for such construction and development.

4. Responsibility for Costs and Expenses. Except as expressly set forth in this Declaration, as to the Cross-Easements described herein, Declarant shall be fully and entirely responsible for the costs, expenses and work relating to said Cross-Easements and related facilities.

5. Rights of Owners; Purpose and Use of Easements. The Cross-Easements shall be used only for the purposes set forth herein and in compliance with all applicable laws. Nothing contained in this Declaration is intended to evidence or be, or shall ever be construed or interpreted as, a dedication of any right or interest in or to the Cross-Easements to the public, nor give any member of the public any rights or interests whatsoever hereunder.

6. Term of Easement. The within Declaration and the rights, duties and obligations herein granted and provided shall be in perpetuity, unless same shall be terminated by the Declarant by recorded deed of release.

7. No Interference. No party or their respective heirs, successors or assigns shall block, hinder or otherwise unreasonably interfere with any Declarant’s use of the above-described Cross-Easements.

8. Successors and Assigns. This Declaration, and the rights and obligations created hereunder, shall be covenants running with the land and shall bind and inure to the benefit of the the users and occupants of the Property, and to their successors and assigns.

9. Amendments. The provisions of this Declaration can be effectively modified or amended only by an instrument or instruments in writing signed by Declarant, which shall not be effective until recorded.

10. Authority; Further Assurances. The Declarant has the full power and authority to make, deliver, enter into and perform the terms and conditions of this Declaration. The Declarant shall take all such further actions as may be reasonably required to fully effectuate the terms and provisions of this Declaration, and the Cross-Easements and agreements provided for herein.

11. Counterparts. This Declaration may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement.

12. Governing Law. This Declaration shall be governed by the laws of the State of New Jersey. All rights conferred hereunder may be enforced by any and all actions and remedies available at law and equity, including an action for specific performance.

12. Incorporation of Exhibits. The exhibits attached to this Declaration are specifically incorporated herein.

*[Signatures contained on the following pages]*



