

RECEIVED

JUL 21 2022

Borough of Hightstown

BOROUGH OF HIGHTSTOWN
156 BANK STREET
HIGHTSTOWN, NJ 08520
609-490-5100, ext. 617

PLANNING BOARD APPLICATION

The applicant must submit 21 copies of the completed application and plans; see checklist for sizes.

The application, with supporting documentation, must be filed with the Planning Board Secretary no less than 31 days prior to the meeting at which the application is to be considered.

NOTE: Some applications may be subject to additional fees, please refer to Chapter 26, Section 10, "Land Use" in the Revised General Ordinances of the Borough of Hightstown

RE-SUBMISSION To be completed by Borough Staff

Dated Filed: JULY 21, 2022 Application Number: #2021-02

Application Fees: Escrow Deposit:

Scheduled for:

Review for Completeness: BEFORE SEPTEMBER 4, 2022

Hearing Date: *SEPTEMBER 12, 2022*

1. APPLICANT

Name: Katsifis Family LLC
Address: 359 US Route 130 North
East Windsor, NJ 08520
Telephone: 609-273-6406
Fax: 609-371-8361
E-mail:

Mailing Address: same as above

Applicant is a: [] Corporation [] Partnership [] Individual [X] Limited Liability Co.

Corporations must be represented by an attorney

Attorney's Name: Mark S. Shane, Esq.
Address: Shane and White LLC
1676 Rt. 27
Edison, NJ 08817
Telephone: 732-819-9100

If the applicant is a corporation or partnership, please attach a list of the names and address of all persons having a 10% interest or more in the corporation or partnership.

2. The relationship of the Applicant to the property in question is:

[] Owner [X] Lessee [] Purchaser (under contract) [] Other, specify

3. If owner is other than applicant, provide the following information:

Owner: Borough of Hightstown
Owner's Address: 148 N. Main Street
Hightstown, NJ 08520
Telephone: 609-490-5100

4. Type of Application (check all that apply)

- A. SITE PLAN
 Waiver Preliminary Final
 Amendment to an Approved Site Plan
- B. MINOR SUBDIVISION
 Preliminary Final
Number of lots to be created including remainder lot _____
- C. MAJOR SUBDIVISION
 Preliminary Final
Number of lots to be created including remainder lot _____
- D. VARIANCE
 Hardship Use Substantial Benefit
Section(s) of Ordinance from which a variance is requested:

- E. Conditional Use
F. Conceptual Review
G. Appeal decision of an Administrative Officer
H. Interpretation of Map or Ordinance
I. Other

Please specify: Applicant seeks a modification of the stormwater collection process to comply with the Municipality requirements. Lighting has been installed and will need to be approved. Amended Final Site Plan: 1) Reconfigured Island within the parking lot to save the existing 36" maple tree. The island allowed the existing transformer which services the diner to remain. 2) Minor circulation change due to the reconfigured island. Relocation of the dumpsters, added planting and relocated handicapped parking. Applicant will seek a design waiver for the Parking Stall size.

5. Explain in detail the exact nature of application: See item 4I above. Client is seeking to develop the property adjacent to the Americana for offices and H-C uses.

6. Waivers requested of Development Standards and/or Checklist Requirements: None.

7. Subject PROPERTY

A. Address: _____

B. Block 7 Lot(s) 40.02 & 41

C. Zoning District R-3

D. Is the subject located on a:

County Road State Road

Within 200 feet of a Municipal Boundary

E. Use of Property:

Existing: for parking

Proposed: _____

F. Are there any existing or proposed deed restrictions, easements, right-of-ways or other dedication? NO YES (Attach Copies)

G. List all maps and other exhibits accompanying this application.

Set of plans consisting of cover sheet, existing conditions sheet, 200' surrounding areas plan, overall plan, geometry plan, grading and utility plan, landscaping plan, lighting plan, soil erosion & sediment control plan, woodlands management plan, utility profile and detail sheets.

8. Applicant's PROFESSIONALS

A. ENGINEER Menlo Engineering Associates Inc

Address 261 Cleveland Avenue

Highland Park, NJ 08904

Telephone 732-846-8585

Email _____

Fax _____

B. PLANNING CONSULTANT _____

Address _____

Telephone _____

Email _____
Fax _____

C. TRAFFIC ENGINEER _____

Address _____

Telephone _____

Email _____

Fax _____

D. ARCHITECT _____

Address _____

Telephone _____

Email _____

Fax _____

E. List any other expert who will submit a report or who will testify for the Applicant.

Name: _____

Field of Expertise: _____

Address _____

Telephone _____

Email _____

Fax _____

9. The Applicant hereby requests that copies of the reports of the professional staff reviewing the application be provided to the following of the Applicant's professionals:

APPLICANT'S PROFESSIONALS

REPORTS NEEDED

Menlo Engineering Associates Inc

261 Cleveland Avenue

Highland Park, NJ 08904

732-846-8585

10. Certification from the Tax Collector that all taxes, water, sewer rents due on the subject property have been paid is provided.
11. Attach a copy of the Notice that will appear in the official newspaper of the municipality and that will be mailed to owners of all real property, as shown on the current tax duplicate, located within 200 feet in all directions of the property which is subject of this application. The Notice must specify the sections of the Ordinance from which relief is sought, if applicable.

THE PUBLICATION AND SERVICE OF THE AFFECTED OWNERS MUST BE ACCOMPLISHED AT LEAST 10 DAYS PRIOR TO THE DATE SCHEDULED BY THE ADMINISTRATIVE OFFICER FOR THE HEARING.

Americana Center-Proposed Waivers being requested

Section 28-10-10.f

Parking Stall Size 9'x20' required 10'x18' previously approved 9'x18' proposed

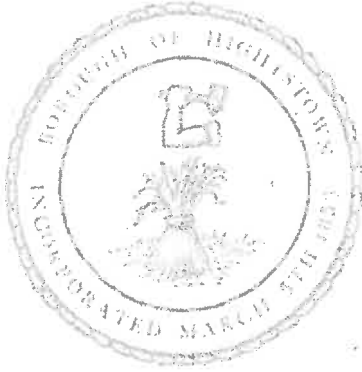
Americana Center-Proposed Variances being requested

No proposed variances are being requested

Existing Variances previously granted:

Section 28-3-7.b.10

Max Impervious Coverage 40% required 75.04% proposed



Borough of Hightstown

156 Bank Street, Hightstown, NJ 08520
(609) 490-5100 Fax: (609) 448-2672

Website: www.hightstownborough.com

May 3, 2022

Please note the following properties have a zero balance for Taxes as of today. Katsifis, Family LLC Oak Lane Block 7 Lot 40.2 and Block 7 Lot 41 also know as Americana are paid in full. Please note that this letter serves as proof of payment with know open amounts on either account for Tax/Utilities.

Pamela Lewis

Tax Collector

Hightstown Borough

609-490-5100 ext 613

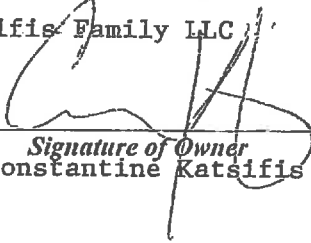
tax@hightstownborough.com

An affidavit of service on all property owners and proof of publication must be filed before the application will be complete and a hearing can proceed.

CERTIFICATION

I certify that the foregoing statements and the materials submitted are true. I further certify that I am the individual applicant or that I am an Officer of the corporate applicant and that I am authorized to sign the application for the Corporation or that I am a general partner of the partnership applicant. (If the applicant is a corporation an authorized corporate officer must sign this. If the applicant is a partnership, a general partner must sign this.)

Katsifis Family LLC



Signature of Owner
Constantine Katsifis

**1st AMENDMENT
TO
LEASE AGREEMENT**

Made this 5th day of MAY, 2014, by and between

**THE BOROUGH OF HIGHTSTOWN,
a Municipal Corporation of the State of New Jersey,
156 BANK STREET
HIGHTSTOWN, NEW JERSEY 08520
(HEREINAFTER REFERRED TO AS "LANDLORD")**

AND

**KATSIFIS FAMILY LLC
375 ROUTE 130, SUITE 102
EAST WINDSOR, NEW JERSEY 08520
(HEREINAFTER REFERRED TO AS "TENANT")**

In accordance with N.J.S.A. 40A:12-14(a), and Hightstown Borough Resolution No. 2014-108, attached hereto, the Landlord, Borough of Hightstown, hereby enters into the following 1st Amendment to Lease Agreement with the Tenant, Katsifis Family LLC:

Paragraph 17 of the original Lease Agreement, dated March 5, 2012, by and between the Landlord and the Tenant, with regard to a certain portion of a parcel of real property located near or adjacent to Route 130, also known as Lot 41, in Block 7 on the Official Tax Map of the Borough of Hightstown, shall be amended to read as follows:

17. Renewal Option. The Tenant shall have the unilateral right to exercise a renewal option of the within Lease Agreement for two (2) additional terms of ten (10) years each, pursuant to the same annual rental increase(s) of two-and-one-half percent (2-1/2%) per year over the rate which was in effect during the prior year, so long as the Tenant has not committed an "Event of Default," pursuant to Paragraph 11 of the within Lease, in which case the Landlord may terminate the Lease, re-possess the property, and pursue all other remedies as are available pursuant to the Lease and applicable law. The renewal option shall be exercised no later than 90 days prior to the termination date of the initial or any renewal lease term.


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

WITNESS:

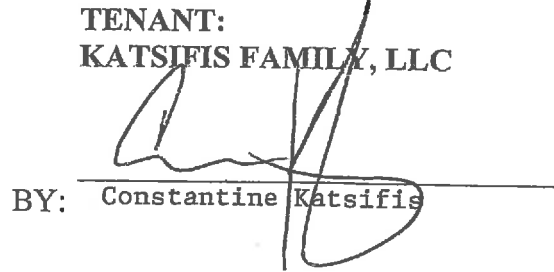

DEBRA L. SOPRONYI, CLERK

LANDLORD:
BOROUGH OF HIGHTSTOWN


HON. STEVEN KIRSON, MAYOR


MARK S. SHANE
Attorney at Law
of the State of New Jersey

TENANT:
KATSIFIS FAMILY, LLC


BY: Constantine Katsifis

Resolution 2014-108

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AMENDING A LEASE AGREEMENT WITH KATSIFIS FAMILY, LLC, RELATING TO CERTAIN BOROUGH-OWNED PROPERTY LOCATED AT BLOCK 7, LOT 41 (ROUTE 130) ON THE HIGHTSTOWN BOROUGH TAX MAP.

WHEREAS, on February 6, 2012, the Mayor and Council of the Borough of Hightstown (the "Borough") adopted Resolution No. 2012-60, which authorized the execution of a Lease Agreement (the "Lease") with Katsifis Family, LLC (the "Tenant"), whereby the Borough agreed to rent to the Tenant a portion of certain Borough-owned property located at Block 7, Lot 41 (Route 130) on the Hightstown Borough Tax Map (the "property"), which was not otherwise needed for any public purpose(s) of the Borough, for use as a parking lot for the parking of motor vehicles only; and

WHEREAS, this action followed a publicly advertised bidding process; and

WHEREAS, the portion of the property which is subject to the said Lease measures approximately 36,650 square feet, and is located along or adjacent to the municipal boundary line with the Township of East Windsor; and

WHEREAS, the rent for the property was \$9,500.00 for the first year, payable in monthly increments of \$791.67 each, which payments are due and payable on the first day of each month, with the rental rate to increase annually by two-and-one-half percent (2-1/2%) per year over the rate which was in effect during the prior year; and

WHEREAS, the term of the Lease is for a period of ten (10) years, commencing on February 6, 2012 and concluding on February 5, 2022; and

WHEREAS, the Lease provides the parties with the right to negotiate a renewal of the Lease for two additional terms of ten (10) years each, at a rental rate to be negotiated between the parties and with an annual escalation rate also to be determined by the parties at the time of each renewal (collectively, the "Renewal Option"); and

WHEREAS, all other terms and conditions associated with said undertaking are set forth in detail in the attached Lease Agreement, which includes a copy of a plan depicting the area in question; and

WHEREAS, the Tenant has requested that the Borough consider amending the provisions concerning the "Renewal Option," as referenced above, which are set forth in more detail in Paragraph 17 of the Lease; and

WHEREAS, in particular, the Tenant has requested that the language of Paragraph 17 be revised to provide the Tenant with the unilateral right to exercise the "Renewal Option" at the time of each renewal, pursuant to the same annual rental increase(s) of two-and-one-half percent (2-1/2%) per year over the rate which was in effect during the prior year, so long as the Tenant has not committed an "Event of Default," pursuant to Paragraph 11 of the Lease, in which case the Borough may terminate the Lease, re-possess the property, and pursue all other remedies as are available pursuant to the Lease and applicable law; and



Borough of Hightstown

156 Bank Street, Hightstown, NJ 08520
(609) 490-5100 Fax: (609) 371-0267

Website: www.hightstownborough.com

July 9, 2014

Katisifs Family, LLC
375 Route 130, Ste 102
East Windsor, NJ 08520

Re: Lease Amendment

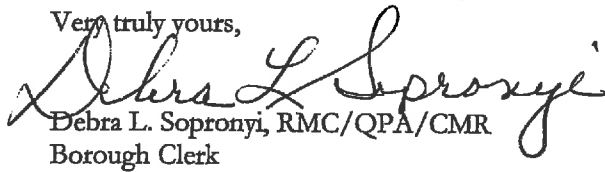
Dear Mr. Katsifis:

Please find enclosed resolution 2014-149 which was adopted by the Hightstown Borough Council at their meeting of July 7, 2014. This resolution amends your lease agreement to provide an additional used as requested.

Also enclosed are three (3) copies of the agreement, which must be signed and witnessed. Kindly have all three (3) agreements executed, and return two (2) copies to my attention; the final copy is for your files.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


Debra L. Sopronyi, RMC/QPA/CMR
Borough Clerk

C: ✓ Mark Shane, Esq. (w/enc)
George Lang, CFO (w/enc)
Kenneth Pacera, Assessor (w/enc)
Carmela Roberts, Borough Engineer (w/enc)
Frederick Raffetto, Esq., Borough Attorney (w/enc)

Resolution 2014-149

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING A SECOND AMENDMENT TO THE LEASE AGREEMENT WITH KATSIFIS FAMILY, LLC, RELATING TO CERTAIN BOROUGH-OWNED PROPERTY LOCATED AT BLOCK 7, LOT 41 (ROUTE 130) ON THE HIGHTSTOWN BOROUGH TAX MAP

WHEREAS, the Borough of Hightstown is a party to a Lease Agreement (the "Lease") with Katsifis Family, LLC, concerning a portion of certain Borough-owned property located at Block 7, Lot 41 (Route 130) on the Hightstown Borough Tax Map (the "property"); and

WHEREAS, the parties wish to authorize a Second Amendment to the Lease, which would expand the scope of the permitted uses associated with the property such that, in addition to the parking of motor vehicles, the property may also be utilized for the location of temporary farm stands for local farm produce; and

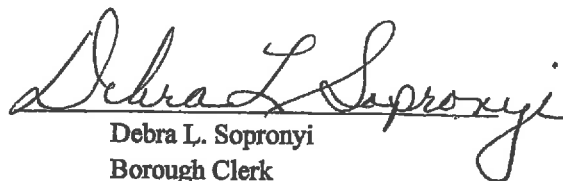
WHEREAS, the proposed revision is set forth in the attached "Second Amendment to Lease Agreement."

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, as follows:

1. That the Borough Council hereby provides its consent to the Second Amendment to the Lease Agreement as set forth above.
2. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, the attached "Second Amendment" to the Lease Agreement in order to effectuate said revision.
3. That a certified copy of this Resolution shall be provided to each of the following individuals:
 - (a) Katsifis Family, LLC
 - (b) Mark Shane, Esq.
 - (c) Henry Underhill, Borough Administrator
 - (d) George Lang, CFO
 - (e) Kenneth Pacera, Tax Assessor
 - (f) Carmela Roberts, Borough Engineer
 - (g) Frederick C. Raffetto, Esq., Borough Attorney

CERTIFICATION

I hereby certify the foregoing to be true copy of a resolution adopted by the Borough Council at a meeting held on July 7, 2014.


Debra L. Sopronyi
Borough Clerk

2nd AMENDMENT
TO
LEASE AGREEMENT

Made this 7th day of JULY, 2014, by and between

**THE BOROUGH OF HIGHTSTOWN,
a Municipal Corporation of the State of New Jersey,
156 BANK STREET
HIGHTSTOWN, NEW JERSEY 08520
(HEREINAFTER REFERRED TO AS "LANDLORD")**

AND

**KATSIFIS FAMILY, LLC
375 ROUTE 130, SUITE 102
EAST WINDSOR, NEW JERSEY 08520
(HEREINAFTER REFERRED TO AS "TENANT")**

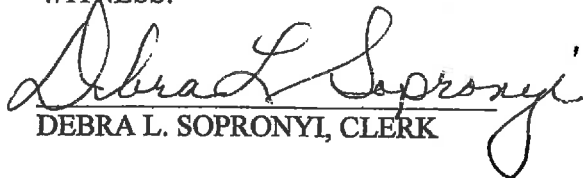
In accordance with N.J.S.A. 40A:12-14(a), and Hightstown Borough Resolution No. 2014-149, attached hereto, the Landlord, Borough of Hightstown, hereby enters into the following 2nd Amendment to Lease Agreement with the Tenant, Katsifis Family LLC:

Paragraph 3 of the original Lease Agreement, dated March 5, 2012, by and between the Landlord and the Tenant, with regard to a certain portion of a parcel of real property located near or adjacent to Route 130, also known as Lot 41, in Block 7 on the Official Tax Map of the Borough of Hightstown, shall be amended to read as follows:

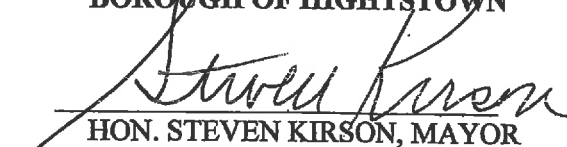
3. Use. The premises are to be used and occupied as a parking lot for the parking of motor vehicles, as well as for the location of temporary farm stands for local farm produce. The Tenant will not, and will not allow others to, occupy or use the Premises or any part thereof for any purpose other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or hazardous, on account of fire or other casualty.

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

WITNESS:


DEBRA L. SOPRONYI, CLERK

**LANDLORD:
BOROUGH OF HIGHTSTOWN**


HON. STEVEN KIRSON, MAYOR

**TENANT:
KATSIFIS FAMILY, LLC**

BY: _____

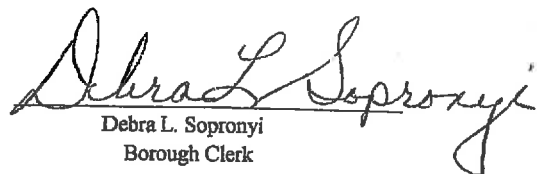
WHEREAS, the Borough Council has considered the within request, and wishes to provide its consent to the same.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, as follows:

1. That the Borough Council hereby provides its consent to the amendment of the Lease Agreement as set forth above.
2. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, an "Amendment" to the Lease Agreement in order to effectuate said revision, so long as said "Amendment" is in a form satisfactory to the Borough Attorney.
3. That a certified copy of this Resolution shall be provided to each of the following individuals:
 - (a) Katsifis Family, LLC
 - (b) Mark Shane, Esq.
 - (c) Henry Underhill, Borough Administrator
 - (d) George Lang, CFO
 - (e) Kenneth Pacera, Tax Assessor
 - (f) Carmela Roberts, Borough Engineer
 - (g) Frederick C. Raffetto, Esq., Borough Attorney

CERTIFICATION

I hereby certify the foregoing to be true copy of a resolution adopted by the Borough Council at a meeting held on May 5, 2014.


Debra L. Sopronyi
Borough Clerk

**CERTIFICATION OF OWNERSHIP OF APPLICANT
AS REQUIRED BY NEW JERSEY LAW
(P.L. 1997, CHAPTER 336)**

Listed below are the names and addresses of all owners having ten percent (10%) or more of the stock / interest* in the undersigned applicant corporation / partnership

NAME	ADDRESS
1. Constantine Katsifis	359 US Route 130 North, East Windsor, NJ 08520
2. Chris Katsifis	359 US Route 130 North, East Windsor, NJ 08520
3. Athena Toto	1 Jefferson Way, New Egypt, NJ 08533
4.	
5.	
6.	
7.	
8.	
9.	
10.	

* Where corporations / partnerships own ten percent (10%) or more of the stock / interest in the undersigned or in another corporation / partnership so reported, this requirement shall be followed until the names and addresses of the non-corporate stockholders / individual partners exceeding the ten percent (10%) ownership criterion have been listed.



Signature of Officer / Partner	Date
Constantine Katsifis	
*Katsifis Family LLC	
Name of Applicant Corporation Partnership	

TO BE COMPLETED BY TITLE INSURANCE COMPANY OR N.J. ATTORNEY AT LAW

CERTIFICATE OF TITLE

Gentlemen:

I hereby certify that according to the records in the County Clerk's Office of

_____ County of Mercer, the owner of record in fee simple of the following described premises, by deed dated (See Attached Deeds) and recorded in Deed Book

_____ at Page _____, and that

the owner has not sold, assigned, or in any way disposed of their rights in said lands so far as the records of said County reveal.

DESCRIPTION

IN WITNESS WHEREOF, I have hereunto placed my hand and seal this _____ day of _____, 20____.



Signature

1676 Rt 27, Edison, NJ 08817
Address

East Windsor
Municipality

**NOTICE OF HEARING
PLANNING BOARD OF
THE BOROUGH OF HIGHTSTOWN**

NOTICE is hereby given that the Planning Board of the Borough of Hightstown, located at 156 Bank Street, Hightstown, Mercer County, New Jersey, will hold a public meeting via ZOOM () on September 12th, 2022, at or about ____ p.m. in order to hear the application of Katsifis Family, LLC, located at 359 US Route 130 North, East Windsor, New Jersey, concerning premises known as Block 7, Lot 40.02 & 41 on the tax maps of the Borough of Hightstown, County of Mercer and State of New Jersey. You may appear either on your own behalf or by agent or attorney and present any statements in support of or in objection to the application.

The applicant seeks to develop the property adjacent to the Americana Kitchen and Bar located in Hightstown, New Jersey in order to amend the previously approved final site plan to modify the lighting and the stormwater collection to comply with the municipal requirement. In addition, the applicant has reconfigured the island within the parking lot to save the existing 36" maple tree. A design waiver for the Parking Stall size will be requested. The island will allow the existing transformer for the building to remain. There were also minor traffic circulation changes and a relocation of the dumpsters, added plantings and a relocated handicapped parking.

The applicant seeks to utilize the parking on the Hightstown Borough property for the project. The applicant is seeking to use the Hightstown Borough property for parking for the entire project, including the existing restaurant. The premises are located in the R-3 residential zone. The applicant shall seek any and all variances and waivers, including but not limited to those set forth above, and any additional variances or waivers which the Board may deem necessary and appropriate.

DRAFT

All documents relating to this application may be inspected by the public between the hours of 8:30 a.m. and 4:30 p.m., Monday thru Friday, in the office of the Planning Board in the Municipal Building.

By: Mark S. Shane
Attorney for Katsifis Family, LLC

RECEIVED

SEP 02 2022

**Borough of
Hightstown**

**NOTICE OF HEARING
PLANNING BOARD OF
THE BOROUGH OF HIGHTSTOWN**

NOTICE is hereby given that the Planning Board of the Borough of Hightstown, located at 156 Bank Street, Hightstown, Mercer County, New Jersey, will hold a public meeting via ZOOM (Meeting ID: 860 8909 2616; Passcode: nynE2L) on September 12th, 2022, at or about 7:30 p.m. in order to hear the application of Katsifis Family, LLC, located at 359 US Route 130 North, East Windsor, New Jersey, concerning premises known as Block 7, Lot 40.02 & 41 on the tax maps of the Borough of Hightstown, County of Mercer and State of New Jersey. You may appear either on your own behalf or by agent or attorney and present any statements in support of or in objection to the application.

The applicant seeks to develop the property adjacent to the Americana Kitchen and Bar located in Hightstown, New Jersey in order to amend the previously approved final site plan to modify the lighting and the stormwater collection to comply with the municipal requirement. In addition, the applicant has reconfigured the island within the parking lot to save the existing 36" maple tree. A variance for impervious conveyance will be requested as well as a design waiver for the Parking Stall size. The island will allow the existing transformer for the building to remain. There were also minor traffic circulation changes and a relocation of the dumpsters, added plantings and a relocated handicapped parking.

The applicant seeks to utilize the parking on the Hightstown Borough property for the project. The applicant is seeking to use the Hightstown Borough property for parking for the entire project, including the existing restaurant. The premises are located in the R-3 residential zone. The applicant shall seek any and all variances and waivers, including but not limited to

those set forth above, and any additional variances or waivers which the Board may deem necessary and appropriate.

All documents relating to this application may be inspected by the public between the hours of 8:30 a.m. and 4:30 p.m., Monday thru Friday, in the office of the Planning Board in the Municipal Building.

By: Mark S. Shane
Attorney for Katsifis Family, LLC

20

Mercer County Clerk's Office

Return To:

G THEODORE SIGGELAKIS
611 NORTH MAIN ST
HIGHTSTOWN NJ 08520

THREE HUNDRED SEVENTY ONE
CENT-TRENTE ASSOC
KATSIFFIS REALTY

Index DEEDS

Book 05360 Page 0235

No. Pages 0006

Instrument REGULAR EXCESS

Date : 5/05/2006

Time : 11:32:00

Control # 200605050519

INST# RD 2006 026706

Employee ID BAROCHO

RECORDING	26.00
RECORDING	24.00
DARM \$3	15.00
DARM \$3	3.00
NMDIPA	10.00
NOPRPA	2.00
GRANTER TX	.00
DD7 T1 CO	150.00
DD7 T1 ST	375.00
All Other	15,705.00
Total:	16,310.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

*****PLEASE NOTE:*****
* DO NOT REMOVE THIS COVER SHEET - *
* IT CONTAINS ALL RECORDING INFORMATION *

Paula Sollami-Covello
Mercer County Clerk



VOL 5360PG235

DD7 SP 80
RTF 16,230
16,310

Prepared By: *Roger K. Bentley, II*
Roger K. Bentley, II, Esq.

Deed

This Deed is made on April 28, 2006

BETWEEN, 371 CENT-TRENTE ASSOCIATES, LTD., a limited partnership association of the State of New Jersey whose address is 375 Route 130, Hightstown, New Jersey 08520, referred to as the "Grantor"(s),

AND, KATSOFIS REALTY, LLC, whose address is 359 Route 130, East Windsor, New Jersey 08520, referred to as the Grantee(s). The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of One Million Five Hundred Fifty Thousand and 00/100 (\$1,550,000.00) Dollars. Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of East Windsor Township, being a Block No.57, Lot No.9.

Property. The property consists of the land and all the buildings and structures on the land in the TOWNSHIP OF EAST WINDSOR, COUNTY OF MERCER, and STATE OF NEW JERSEY. The legal description is:

ATTACHED AS SCHEDULE A

BEING the same land and premises in a certain Deed naming NEIL FIROZZI AND RICHARD S. PLUMERI, T/A AVANTI ASSOCIATES, A PARTNERSHIP as Grantor(s) and 371 CENT-TRENTE ASSOCIATES, LTD., as Grantee(s), dated November 16, 1984 and recorded July 25, 1985 in the Office of the Mercer County Clerk, Deed Book 2300, Page 129 & c.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as making a mortgage or allowing a judgment to be entered against the Grantor).

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

371 CENT-TRENTE ASSOCIATES, LTD.

William F. Forbrude
William F. Forbrude, Secretary

Roger K. Bentley, II
Roger K. Bentley, II, Esq.

Vol 5360 PG 236

SCHEDULE A DESCRIPTION

Application No.: PTC-036114

ALL that certain lot, parcel or tract of land, situate and lying in the Township of East Windsor, County of Mercer and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the Southeastery sideline of New Jersey State Highway Route No. 130 (120' ROW), said point being distant 806.51 feet Northwestery, along the same, from its intersection with the Northeastery sideline of Stockton Street; from thence running:

- (1) Along the Southeastery sideline of New Jersey State Highway Route No. 130, North 45 degrees 07 minutes 00 seconds East, 147.00 feet to an iron pipe found in the Southwestery line of lands now or formerly Hightower & Hatch; thence
- (2) Along the same, South 44 degrees 53 minutes 00 seconds East, 377.50 feet to an iron pipe found; thence
- (3) South 23 degrees 33 minutes 00 seconds West, 158.07 feet to a point in the Northeastery line of lands now or formerly Fife Realty Company; thence
- (4) Along the same, North 44 degrees 53 minutes 00 seconds West, 436.00 feet to the point and place of **BEGINNING**.

FOR INFORMATIONAL PURPOSES ONLY:

Being commonly known as Lot 9, Block 57 on the Tax Map of the Township of East Windsor.

The above description was drawn in accordance with a survey prepared by Harris Surveying, Inc., dated February 28, 2006.

THIS IS A REVISED DESCRIPTION DATED April 7, 2006. THIS DESCRIPTION MUST BE USED IN THE PREPARATION OF ALL DOCUMENTS.

PEROGRA ABSTRACT & TITLE AGENCY, INC.
AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

PHONE: (609) 882-1000
FAX: (609) 882-1007

YOL 536 DP6237



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.65, P.L. 2004)

GT/REP-3
 (5-05)

(Please Print or Type)

SELLER'S INFORMATION (See Instructions Page 2)

Name(s)

371 CENT TRENT ASSOCIATES LTD

Current Resident Address:

Street: 24 COVENTRY DRIVE

City, Town, Post Office

FREEHOLD

State

Zip Code

NJ

07728

PROPERTY INFORMATION (OWNER PROPERTY DESCRIPTION)

Block(s)

Lot(s)

Qualifier

57

8

Street Address:

375 ROUTE 130

City, Town, Post Office

EAST WINDSOR

State

Zip Code

NJ

08520

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$1,550,000.00

5/2/2008

SELLER ASSURANCES (Check the Applicable Box)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagee conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-7 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or its a secondary plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I/We therefore declare that I have executed this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

5/2/2008

Date

Roger A. B...

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Vol 5360 Pg 238

NCIM - Affidavit of Consideration for Use by Buyer
RTP-ISE (Rev. 12/2004) P1901

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A Division of ALL-STATE Insurance Co., Inc.
www.allstate.com 800.328.2424 Page 1

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 44, P.L. 1993, as amended through Chapter 44, P.L. 2004
To be recorded with deed pursuant to Chapter 44, P.L. 1993, as amended by Chapter 270, P.L. 1997 (C.I.R.A. 2014) of 2007.)

STATE OF NEW JERSEY
COUNTY OF MERCER } SS.

FOR RECORDER'S USE ONLY
Consideration \$ _____
RFF paid by buyer \$ _____
Date _____

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)
Deponent, Constantine Katsifis, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Authorized Member/ Katsifis Realty, LLC in a deed dated 4/29/06 transferring real property identified as Block No. 57 Lot No. 9 located at 375 Route 130, East Windsor, Mercer County and situated hereto.

(2) CONSIDERATION \$1,550,000.00 (See Instructions #1 and #5 on reverse side)
Katsifis consideration is in excess of \$1,000,000.00.

- (A) When Grantee pays:
- Zoned for residential use, whether improved or not Paid by grantee.
- (B) When Grantee does not have to pay, fill out below:
- Property zoning at date of transfer COMMERCIAL
- Property class if not zoned residential. Circle Applicable class(es): 1 2 3A 3B 4A 4B 4C 15
- Property classes:
1 - Vacant Land
2 - Residential
3A - Farm (Regul)
3B - Farm (Special)
4A - Commercial
4B - Industrial
4C - Apartment
15 - Public Property

(3) FULL EXEMPTION FROM FEE (See Instruction #6 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by Chapter 44, P.L. 1993, as amended through Chapter 60, P.L. 2004 for the following reason(s). More reference to exemption symbol is not sufficient. Explain in detail.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 44, P.L. 1993, as amended through Chapter 60, P.L. 2004

Subscribed and sworn to before me this 2nd day of May, 2006

359 Route 130 East Windsor, N.J. 08520
Address of Deponent

359 Route 130 East Windsor, N.J. 08520
Address of Officer at Time of Sale

GOS T. SIGGELAKIS, P.S.O.
Notary Company of Notarial Officer

FOR OFFICIAL USE ONLY
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Entered _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury; it required by law, and may not be altered or amended without the approval of the Director.
For further information on the Realty Transfer Fee or to pick a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/tax/ncim/affidavit.htm.

YOL 53606239.

State of New Jersey:

County Of Mercer:

ss.

I CERTIFY that on April 28, 2006, Roger K. Bentley, II personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the Chairman of 371 Cent-Trents Associates, Ltd., the limited partnership association named in this Deed;
- (b) this Deed was signed, sealed and delivered by the limited partnership association as its voluntary act duly authorized by its members;
- (c) this person signed this proof to attest to the truth of these facts; and
- (d) the full and actual consideration paid or to be paid for the transfer of title is \$1,550,000.00 (such consideration is defined in N.J.S.A. 45:15-5)


DAVE R. BENTLEY
A Notary Public in and for the State of New Jersey
My Commission Expires December 31, 2010

RECORD AND RETURN TO:

GUS SIGGELAKIS, ESQUIRE
611 NORTH MAIN STREET
HIGHTSTOWN, NJ 08520

In compliance with the statute I have presented an abstract of this within to the Assessor of the taxing district therein mentioned.

PAULA SOLLAMI-COVELLO
MERCER COUNTY CLERK

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END OF DOCUMENT

PROPERTY INFORMATION

State: NEW JERSEY County: MERCER Municipality: EAST WINDSOR TWP
Block: 57 Lot: 10

Property Information:
Street Address: 369 ROUTE 130
Owner Name: KATSTYIS REALTY LLC
Mailing Address: 369 ROUTE 130, EAST WINDSOR, NJ 08520
Block: 57 Lot: 10
Additional Lots: NIGHTSTOWN HOTEL

Assessment Data:
Land Value: \$ 877,200 Tax Year: 12/31/2010
Improvement: \$ 24,600 Taxes: \$ 24,718 Estimated
Total Value: \$ 901,800 Tax Dist.: G01

Property Use:
Commercial 1SF 6,731 SF
*Not to be used to determine "residential use" for the purposes of
P.L. 2006, c. 66, section 8.

Transfer Data:
Sale Price: \$ 1000000
Book / Page: 05157 / 00235

Miscellaneous Data:
Community Number: 01 Map: 12
Lot Size: 215X340

7/18/05

SM

Mercer County Clerk's Office

Return To:

JOSEPH ANTONAKAKIS ESQ
SLAVIN & HORSE
234 MAIN ST
WOODBRIIDGE NJ 07095

Index DEEDS
Book 05157 Page 0235
No. Pages 0005
Instrument REGULAR EXCESS
Date : 9/19/2005
Time : 9:33:44
Control # 200509190127
INST# RD 2005 054634

RESRMA INC
KATSIFIS REALTY

Employee ID DEMAV

RECORDING	\$	24.00
RECORDING	\$	21.00
DARM #3	\$	12.00
DARM #3	\$	3.00
NMD1FA	\$	8.00
NJPRPA	\$	2.00
GRANTEES TX	\$	.00
DD7 T1 CO	\$	150.00
DD7 T1 ST	\$	375.00
All Other	\$	9,050.00
Total:	\$	9,645.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

*****PLEASE NOTE:*****
* DO NOT REMOVE THIS COVER SHEET - *
* IT CONTAINS ALL RECORDING INFORMATION *

Catherine DiCostanzo
Mercer County Clerk



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DDT 4pgs
870.00 14360

PREPARED BY:

[Signature]
Howard L. Feltsfeld, Esquire
#957500
*4510

DEED

THIS DEED is made on July 18, 2005

BETWEEN

RESHMA, INC.

whose address is 7 Amherst Way, Princeton Junction, New Jersey 08550.

referred to as the Grantor,

AND

KATSIFIS REALTY LLC

about to do business at 369 Route 130, East Windsor, New Jersey 08520.

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

TRANSFER OF OWNERSHIP. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of One Million (\$1,000,000.00) Dollars.

The Grantor acknowledges receipt of this money.

TAX MAP TRANSFER. (N.J.S.A. 46:15-2.1) Block No. 57, Lot No. 10.

PROPERTY. The property consists of all the land and all the buildings and structure on the land in the Township of East Windsor, County of Mercer and State of New Jersey. The legal description is as follows:

See Schedule A Attached;

Being the same premises conveyed to Reshma Inc., by Deed from Ash Motel Corp., dated May 29th, 1985, recorded July 24th, 1986, in the Mercer County Clerk's Office

VGL5157 PG236

ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY
OF NEW JERSEY



Commonwealth
A LANDAMERICA COMPANY

File No. ST-00126

SCHEDULE A-4
(Revised)

ALL that certain lot, parcel or tract of land, situate and lying in the Township of East Windsor, County of Mercer, State of New Jersey, and being more particularly described as follows:

BEGINNING at an iron pipe found in the Southeastly sideline of New Jersey State Highway U. S. Route No. 130 (120' ROW), said point being the Northerly corner of lands n/w 371 Cent-Treute Associates, Ltd.; from thence running

- (1) Along the Southeastly sideline of New Jersey State Highway U. S. Route No. 130, North 45 degrees 07 minutes 00 seconds East, 215.00 feet to an iron pipe found; thence
- (2) South 44 degrees 53 minutes 00 seconds East, 297.74 feet to an iron pin with cap found; thence
- (3) South 23 degrees 55 minutes 00 seconds West, 230.61 feet to a point; thence
- (4) North 44 degrees 53 minutes 00 seconds West, 381.13 feet to the point and place of **BEGINNING**.

The above description was drawn in accordance with a survey prepared by Precision Surveying Technology L.L.C., dated 4/22/2005.

THIS IS A REVISED DESCRIPTION. PLEASE USE THIS DESCRIPTION IN THE PREPARATION OF ALL DOCUMENTS. DATED: 4/22/2005.

FOR INFORMATIONAL PURPOSES ONLY:

Also known as Tax Lot 10, Block 57 and having a street address of 369 Route 130, East Windsor, NJ 08520.

vol 5157 PG 237



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.53, P.L. 2004)

9/17/REP-3
 (5-05)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions Page 2)

Name(s) _____

Business, Inc. _____

Current Resident Address: _____

Street 7 Archerst Way _____

City, Town, Post Office _____

Princeton Junction State Zip Code

NJ 08550

PROPERTY INFORMATION (Brief Property Description)

Block(s) _____ Lot(s) _____ Cyp/ft² _____

57 _____

Street Address: _____

369 Route 130 _____

City, Town, Post Office _____

East Windsor State Zip Code

NJ 08520

Seller's Percentage of Ownership _____ Consideration _____ Closing Date _____

100% 1,000,000.00 7/20/2005

SELLER ASSURANCES (Check the Appropriate Box)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a consular plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

7/20/2005 _____
 Date Signature

7/20/2005 _____
 Date Signature

7/20/2005 _____
 Date Signature

VOL5157 PG238

in Deed Book 2346, Page 473.

PROMISES BY GRANTOR. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

SIGNATURES. The Grantor signs this Deed as of the above date.

Witnessed By:
[Signature]

Witnessed By:
[Signature]

Nitin V. DeSai
RESHMA, INC. *President*
By: Nitin V. DeSai

Bharati V. DeSai
RESHMA, INC. *Secretary*
By: Bharati DeSai

STATE OF NEW JERSEY, COUNTY OF MERCER)
I CERTIFY that on July 20th, 2005

in compliance with the statute I have presented an abstract of the within ssjo the Assessor of the taxing district therein mentioned.

CATHERINE DICOSTANZO
MERCER COUNTY CLERK

Nitin DeSai and Bharati DeSai, 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 Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$1,000,000.00 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).

[Signature]
Howard L. Felsenfeld, Esquire
Attorney at Law; State of New Jersey

Reshma, Inc.
Grantor(s)
to
Constantine Katsifis
Grantee(s)

RECORD AND RETURN TO:
Joseph Antonakakis, Esquire
Blavin & Morse, LLC
234 Main Street
Woodbridge, New Jersey 07095

VOL 5157 PG 239

END OF DOCUMENT

PROPERTY INFORMATION

State: NEW JERSEY County: MERCER Municipality: EAST WINDSOR TWP
Block: 57 Lot: 11

Property Information:
Street Address: 359 ROUTE 130
Owner Name: THE KATZSIS FAMILY L.L.C.
Mailing Address: 38 OAK CREEK RD, EAST WINDSOR, NJ 08520
Block: 57 Lot: 11
Additional Lots: AMERICANA DINER

Assessment Data:
Land Value: \$ 1,043,000 Tax Year: 12/31/2010
Improvement: \$ 1,107,000 Taxes: \$ 58,932 Estimated
Total Value: \$ 2,150,000 Tax Dist.: 601

*Property Use:
Commercial 18CE 10320 SF
*Not to be used to determine "residential use" for the purposes of
P.L. 2004, c. 66, section 8.

Transfer Data:
Sale Price: \$ 1
Book / Page: 03315 / 00206

Miscellaneous Data:
Community Number: 01 Map: 12
Lot Area: 1.499 AC

12/15/1997



Mercer County Clerk's Office
Catherine DiCostanzo, County Clerk
Recording Sheet
Return For

JOSEPH A LAMBARIELLO ESQ
 12 NEW PROVIDENCE RD
 WASHINGTON NJ 07060

KATSIFIS
 CHRISTOS
 KATSIFIS FAMILY

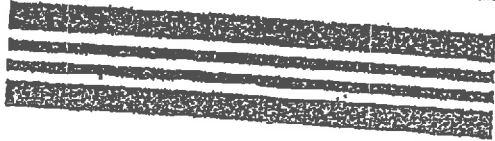
RECORDING	\$	24.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	24.00

STATE OF NEW JERSEY
 Mercer County Clerk's Office

Catherine DiCostanzo
 Mercer County Clerk



D033150206



Index DEEDS
 Book 03315 Page 0206
 No. Pages 0005
 Instrument DEED NO CONSID
 Date : 2/04/1998
 Time : 2:33:11
 Control # 199802040258
 INSTR# RD 1998 004531

Employer ID LHSAC

TRANSFER TAX

	\$	.00
Transfer Tax	\$	.00

VOL3315 PG206

DEED

Prepared by:

DOC 1453
24-00pd

Joseph A. Lombardi
Joseph A. Lombardi, Esq.

This Deed is made on December 12, 1987

BETWEEN The Christie Katsika and Georgia Katsika, Intervivos Trust, of 17 Huntington Road, East Brunswick, New Jersey, referred to as the Grantor,

AND The Knights Family L.L.C., referred to as the Grantee. The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to Grantee. This transfer is made for the sum of one Dollar (\$1.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 40:15-2.1) Township of East Windsor

Block No. 87 Lot No. 11 Account No.

No property tax identification number is available on the date of this deed.

Property. The property consists of the land and all buildings and structures on the land in the Township of Union, County of Union and State of New Jersey. The legal description is:

BEGINNING at a pipe in the southeasterly line of New Jersey State Highway Route U.S. 180 formerly New Jersey State Highway No. 28, 180 feet wide, bearing South 45 Degrees 07 minutes West, 210.80 feet along said southeasterly line from the middle of the concrete bridge over Rocky Brook; and running along lands of the Borough of Hightstown the following 2 courses and distances; Thence

- (1) South 15 degrees West, 153.80 feet to a pipe; thence
- (2) South 29 degrees East, 184.84 feet to a pipe; thence
- (3) along the middle of a ditch, South 27 degrees 47 minutes 30 seconds West, 238.10 feet to lands now or formerly Philip Gold; thence
- (4) along said lands now or formerly Philip Gold, North 44 degrees 51 minutes 55 seconds West 203.07 feet to a pipe in the norwesterly southeasterly line of New Jersey Highway Route US 180; thence
- (5) along said southeasterly line of New Jersey state Highway Route US 180, North 45 degrees 07 minutes east, 470 feet to the point and place of **BEGINNING**.

BEING Tax lot 11 in Block 87 on the Tax Rolls of the Township of East Windsor.

BEING the same premises conveyed to The Christie Katsika and Georgia Katsika Intervivos Trust by Deed from Constantinos Flakotis, and Lamberis Flakotis, dated June 15 1986 and recorded in the Mercer County Clerk's Office in Book 231 of Deeds for said County at Page 855.

BEING the same premises conveyed to Constantinos Flakotis and Lamberis Flakotis by Deed from Harry Geanopoulos and Nona Geanopoulos dated June 14, 1983 and recorded in the Mercer County Clerk's Office on July 7, 1983 Book 2291, page 855.

BEING more commonly known as the American Diner, 860 Route 180, East Windsor, NJ

Vol 38 15 Pg 207

Signatures. The Grantor signs the Deed as of the date at the top of the first page.

Witnessed by:



 (Seal)
Christos Katsifis (Trustee)


 (Seal)
Georgia Katsifis (Trustee)

STATE OF NEW JERSEY, COUNTY OF Union

ES:

I CERTIFY that on December 15, 1997, Christos Katsifis and Georgia Katsifis personally came before me acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for one (\$1.00) dollar as full and actual consideration paid or to be paid for the transfer of title. (such consideration is defined in N.J.S.A. 46:15-3.)


Joseph A. Lombardiello, Esq.
Attorney at Law
State of New Jersey

Y013315 PG208

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR
EXEMPTION
(c. 176, P.L. 1984)

ALL-STATE LEGAL, A Division of
ALL-STATE* International, Inc.
806-475-2688

To Be Recorded With Deed Pursuant to a. 49, P.L. 1984, as amended by a. 226, P.L. 1986 OR J.S.A. 42:15-5 (a) (2)

STATE OF NEW JERSEY
COUNTY OF Mercer SS.

FOR RECORDERS USE ONLY
Consideration \$ 1.00
Booky Expense None
Date 12-15-87 BY 17

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #1, 4 and 5 on reverse side)
Deponent Joseph A. Lambicelli Esq., being duly sworn according to law upon oath
deposes and says that he is the Legal Representative

In a deed dated December 15, 1987, transferring real property identified as Block No. 57
Lot No. 11 located at 359 Route 130 East Windsor,
Mercer County, New Jersey

(2) CONSIDERATION (See Instruction #4)
Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire consideration paid or to be paid for the transfer of title to the lands, tenements or other things, including the respective amount of any prior mortgages for which the transfer is subject or which it is to be granted and secured to be paid by the grantor and any other lien or encumbrance thereon, not paid, satisfied or removed in connection with the transfer of title is \$ 1.00

(3) FULL EXEMPTION FROM FEE Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by a. 49, P.L. 1984, for the following reason(s): Explain in detail. (See Instruction #7.) Here reference to exemption symbol is not sufficient.
Transfer for no consideration.

(4) PARTIAL EXEMPTION FROM FEE NOTE: All items below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)
Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by a. 176, P.L. 1984 for the following reason(s):

- a) SENIOR CITIZEN (See Instruction #8)
 - Grantor(s) 65 yrs. of age or over.
 - One- or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt transferee.
 - b) BLIND (See Instruction #9)
 - Grantor(s) legally blind.
 - One- or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt transferee.
 - c) DISABLED (See Instruction #10)
 - Grantor(s) permanently and totally disabled.
 - One- or two-family residential premises.
 - Receiving disability payments.
 - Owned and occupied by grantor(s) at time of sale.
 - Not partially exempt.
 - No joint owners other than spouse or other qualified exempt transferee.
- * IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDED QUALIFY.

d) LOW AND MODERATE INCOME HOUSING (See Instruction #11)
 Applicant(s) According to HUD Standards. (See Instruction #11)
 Meets Income Requirements of Region(s).
 Reserved for Occupancy.
 Subject to Rental Controls.

e) NEW CONSTRUCTION (See Instructions #12)
 Entirely new improvement.
 Not previously used for any purpose.
 Not previously occupied.

Deponent makes this Affidavit before me this 15th day of December, 1987.
Subscribed and sworn to before me this 15th day of December, 1987.
Christina R. Griffin
Christina R. Griffin
A Notary Public of New Jersey
My Commission Expires 7/30/1991

Joseph A. Lambicelli Esq.
Joseph A. Lambicelli Esq.
17 Washington Road
East Windsor, NJ 08816
Address of Recipient of Deed of Title

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds
Index Number 1531 County Mer
Deed Number 2315 Book 206 Page 206
Deed Dated 12-15-87 Date Recorded 2-12-88

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This Affidavit is governed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.
ORIGINAL - While Copy To Be Retained by County.
DUPLICATE - Yellow Copy To Be Forwarded by County to Division of Taxation on partial exemption. (See NJ.S.A.C. 12:16-8.14).
TRIPLE COPY - Pink Copy To Be Forwarded by County to Division of Taxation on partial exemption. (See NJ.S.A.C. 12:16-8.14).

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICE

DEED

Date: December 15, 1997

The
Charles Katsina
&
Georgia Katsina
Intervive Trust
Grantor

Record and return to:

Joseph A. Lombardi, Esq.
200 Stratford Street
Mountainside, NJ 07092

TO
The
Katsina Family
L.L.C.
Grantee

In compliance with the statute I have
presented to the Clerk of the County
to the Assessor of the taxing district
therein mentioned.

CATHERINE DI COSTANZO
MUNICIPAL CLERK

VOL3815 PG210

END OF DOCUMENT

PROPERTY INFORMATION

State: NEW JERSEY County: MERCER Municipality: HIGHTSTOWN BORO
Block: 7 Lot: 40.02

Property Information:
Street Address: OAK LAKE
Owner Name: KATSEFIS, FAMILY LLC
Mailing Address: 259 ROUTE 130, EAST WINDSOR, NJ 08520
Block: 7 Lot: 40.02

Assessment Data:
Land Value: \$ 47,500 Tax Year: 12/31/2010
Improvement: \$ 0 Taxes: \$ 2,499 Estimated
Total Value: \$ 47,500

*Property Use:
Vacant Land
*Not to be used to determine "residential use" for the purposes of
R.L. 2004, c. 66, section 6.

Transfer Data:
Sale Price: \$ 1
Book / Page: 03887 / 00291

Miscellaneous Data:
Community Number: 04 Map: 2
Lot Size: 1.98

NO. 454 1225

LAFFREYETTE GENERAL TITLE AGENCY • 18568249163

18117 01/21/2011

Merger County Clerk's Office

Return To:

TURF COATES ESHL & DRIGGERS
PO BOX 191

EIGHTTOWN NJ 08520

KATSIFIS
CONSTANTINE
KATSIFIS FAMILY

Index DEEDS

Book 03887 Page 0291

No. Pages 0008

Instrument DEED NO CONSID

Date : 8/16/2000

Time : 1:22:40

Control # 200008160194

INST# RD 2000 032375

Employee ID ANNS

RECORDING.	\$	30.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	30.00

STATE OF NEW JERSEY
Merger County Clerk's Office

*****PLEASE NOTE*****
* DO NOT REMOVE THIS COVER SHEET *
* IT CONTAINS ALL RECORDING INFORMATION *

Catherine DiCostanzo
Merger County Clerk



VOL3887 PG291

Prepared by:


Donald S. Diggers

DD6
7/1
\$ 3000
#9971

DEED

This Deed is made on Aug-11th, 2000

BETWEEN CONSTANTINE KATSIRIS
whose address is 359 Route 130, East Windsor, New Jersey, 08520
referred to as the Grantor,

AND KATSIRIS FAMILY, L.L.C.
whose address is 359 Route 130, East Windsor, New Jersey, 08520
referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE (\$1.00) DOLLAR.

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Borough of Hightstown

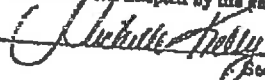
Block No. 7 _____ Lot No. 40.02

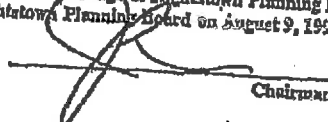
Property. The property consists of the land and all the buildings and structures on the land in the Borough of Hightstown, County of Mercer and State of New Jersey. The legal description is:

SEE SCHEDULE A ANNEXED HERETO AND MADE A PART HEREOF.

The within conveyance is in accordance with a use variance and preliminary and final site plan and major subdivision as approved by the Borough of Hightstown Planning Board on June 14, 1999 and memorialized on August 9, 1999 under Application 1999-4. A copy of said resolution of approval is annexed hereto as Schedule "B" and made a part hereof.

It is hereby stated that the within deed conforms to and is approved by the Undersigned and is in accordance with an approval for a use variance and preliminary and final site plan and major subdivision approved on June 14, 1999 at a meeting of the Borough of Hightstown Planning Board and resolution adopted by the said Borough of Hightstown Planning Board on August 9, 1999.


Secretary


Chairman

VOL3887 PG292

HARRIS SURVEYING, Inc.
Professional Land Surveyors & Professional Planners

26 Main Street
Robbinston, N.J. 08691
(609) 259-3007
Fax: (609) 259-9577

Thomas A. Harris, P.L.S. & P.P.
Thomas A. Harris, Jr. P.L.S. & P.P.
Kevia P. Harris, P.L.S. & P.P.


DESCRIPTION OF
NEW LOT 40.02 BLOCK 7
BOROUGH OF HIGHTSTOWN, MERCER COUNTY, NEW JERSEY

BEGINNING AT AN IRON PIN (TO BE SET) MARKING THE SOUTHEASTERLY CORNER OF NEW LOT 40.02 AND BEING THE NORTHWESTERLY CORNER OF NEW LOT 37.01, SAID POINT BEING DISTANT 233.51 FEET ON A COURSE OF NORTH 66 DEGREES 15 MINUTES 00 SECONDS WEST FROM AN IRON PIN (FOUND) IN THE NORTHWESTERLY LINE OF OAK LANE (30 FOOT RIGHT OF WAY), AND RUNS; THENCE

- 1) ALONG THE NORTHEASTERLY LINE OF LANDS NOW OR FORMERLY OF MONCAN, INC., NORTH 66 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 176.64 FEET TO AN IRON PIN (TO BE SET) MARKING THE MUNICIPAL BOUNDARY LINE BETWEEN THE BOROUGH OF HIGHTSTOWN AND THE TOWNSHIP OF EAST WINDSOR; THENCE
- 2) ALONG SAID MUNICIPAL BOUNDARY LINE, NORTH 28 DEGREES 12 MINUTES 41 SECONDS EAST, A DISTANCE OF 218.91 FEET TO AN IRON PIN (FOUND) CORNER TO LANDS NOW OR FORMERLY OF THE BOROUGH OF HIGHTSTOWN; THENCE
- 3) ALONG THE SOUTHWESTERLY LINE OF SAID LANDS OF THE BOROUGH OF HIGHTSTOWN, SOUTH 56 DEGREES 26 MINUTES 59 SECONDS EAST, A DISTANCE OF 234.43 FEET TO AN IRON PIN (TO BE SET) CORNER TO NEW LOT 40.01; THENCE
- 4) ALONG THE NORTHWESTERLY LINE OF NEW LOT 40.01 & NEW LOT 37.01, SOUTH 45 DEGREES 32 MINUTES 09 SECONDS WEST, A DISTANCE OF 138.24 FEET TO THE POINT AND PLACE OF BEGINNING.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD IF ANY.

THIS WRITTEN DESCRIPTION IS IN ACCORDANCE WITH A SURVEY AND BOUNDARY ADJUSTMENT FOR CHRISTOS KATSEFIS & CONSTANTINE KATSEFIS PREPARED BY HARRIS SURVEYING, INC. DATED MARCH 28, 1998, LAST REVISED FEBRUARY 22, 2000.


HARRIS SURVEYING, INC.
THOMAS A. HARRIS
PROFESSIONAL LAND SURVEYOR
NJ LICENSE NO. 16205

DATE: MARCH 7, 2000
FILE: 98251C

VOL3887 PG293

RESOLUTION - AMERICANA DINER PARKING LOT 1999-4

WHEREAS, Constantine and Christos Katsifis t/a The Americana Diner, Route 130, East Windsor, NJ submitted a use variance application in order to construct an expanded diner parking lot on its existing property, and to construct duplex housing on Block 7, Lots 37, 38 and 40, located in the R-3 District; and

WHEREAS, the Americana Diner also submitted applications for Preliminary and Final Site Plan approval for the expanded Diner parking lot, checklist waivers (#20 and items f.g.p.r.t and w.) and a major subdivision application to subdivide the three lots fronting on Oak Lane into four lots; and

WHEREAS, the applications were the subject of a public hearing held on June 14, 1999; and

WHEREAS, the Planning Board considered the testimony of the applicant's witnesses both expert and factual, considered all plans, reports, and other documents submitted with the applications, as well as all the representations of the applicant; and

WHEREAS, the Board received reports from the Borough Engineer, Environmental Commission, and Fire, Police and Public Works Departments regarding the subject application; and

WHEREAS, the Planning Board finds as follows:

1. The proposed use (i.e. and commercial parking) is not a permitted use in the R-3 District.
2. The submitted use variance application seeks to construct an expanded parking lot to serve a proposed diner expansion of 100 seats located in East Windsor Township
3. The property located in Hightstown abuts the Borough's Recycling Center and Waste Water Treatment Plant.
4. The proposed Oak Lane duplex housing is not consistent with the R-3 Zone and the Borough Master Plan.
5. The proposed diner parking lot will be under the exclusive use and control of the Americana Diner and cannot be used for any other purpose without the approval of this Board.

6. The applicant has agreed to limit the residential development of the Oak Lane property to two conforming single family dwellings; and
7. The applicant has also agreed to nine other items requested by neighboring property owners.

WHEREAS, the Planning Board has concluded that the proposed diner parking lot expansion demonstrates that the proposed use is particularly suited for the subject property as the proposed use is a logical extension of the existing diner parking lot and is not suitable for single family dwellings; and

WHEREAS, THE Board has also concluded that a use variance may be granted without substantial detriment to the Borough's Zoning Plan and Zoning Ordinance. This conclusion is based on the following:

1. The existing lots are 400 feet deep, which area and depth is not needed to construct conforming single family dwellings on Oak Lane.
2. The property is bordered by the Borough's Recycling Center and Waste Water Treatment plant.
3. The applicant has proposed an extensive landscape buffer and fencing to shield all residential lots in Hightstown.

NOW, THEREFORE, BE IT RESOLVED that conditioned upon implementation of the approved Preliminary/Final Site and Subdivision Plan and all requirements of this approval, the application for use variance is hereby granted.

BE IT FURTHER RESOLVED that Preliminary and Final Site and Subdivision Plan approval and checklist waivers #20, items E.g. p.r.t. and w. are granted (latest Revised Plan dated 5/10/99) subject to the following conditions.

1. Compliance with the report and other requirements of the Borough Engineer.
2. Execution of a Developer's Agreement and posting of all inspection fees, escrows and performance guarantees.
3. An easement of .023 ac to be granted to the Borough for improved access to the Borough Recycling Center.
4. NJDEP approval of an LOI for all Wetlands any General or Individual permits which may be required.

5. All site lighting shall avoid any spillover onto adjacent properties.
6. All site drainage, fencing, and landscaping shall be subject to the Borough Engineer's approval.
7. Submission of a Revised Site Plan reflecting all conditions of this approval and all agreements and representations by the applicant shall be prepared, submitted and approved by the Borough Engineer prior to signature by the Chairman and Secretary.
8. All site landscaping and fencing located in Hightstown shall be maintained and replaced as needed in perpetuity.
9. The landscaping and fencing located in Hightstown shall be maintained and replaced as needed in perpetuity.
10. All other conditions if any, which have been agreed to or which may have been imposed are incorporated herein by reference and are not waived by their absence from this Resolution.
11. Compliance with all other applicable laws, local, state, and federal.
12. Publication of a notice of this decision in the Hightstown Gazette.
13. NJDOT approval, if required.
14. Demolition of the two existing residential dwellings on Oak Lane if new construction permits can be obtained for the two approved conforming lots. Demolition shall take place at the same time the diner parking lot expansion is constructed.

This Resolution was adopted at a regularly scheduled meeting of the Planning Board of the Borough of Hightstown held on August 9, 1999 memorializing the action taken by the Planning Board of the Borough of Hightstown at its regular meeting of June 14, 1999.

I hereby certify this to be a true copy of the resolution dated.


Muriel A. Barr, Secretary

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STATE OF NEW JERSEY
 AFFIDAVIT OF CONSIDERATION OR EXEMPTION (c.49, P.L. 1966), or
 PARTIAL EXEMPTION (c.176, P.L. 1975)
 To Be Recorded With Deed Pursuant To c.49, P.L. 1966,
 as amended by 225, P.L. 1985 (N.J.A.C.17:27 et seq)

STATE OF NEW JERSEY
 COUNTY OF MERCER

FOR RECORDER'S USE ONLY
 Consideration \$ _____
 Realty Transfer Fee \$ _____
 Date _____ BY _____
 *Use Symbol "C" to indicate that fee is
 exclusively for county use

(1) PARTY OR LEGAL REPRESENTATIVE:

Deponent, Donald S. Briggere, being duly sworn according to law upon his/her oath deposes and says that he/she is the Legal Representative in a deed dated May 2000, transferring real property identified as Block No. 7, Lot No. 40.02, located in the Borough of Nighttown, Mercer County and situated hereto.

(2) CONSIDERATION:

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire consideration paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assigned and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$1.00

(3) FULL EXEMPTION FROM FEES:

Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1966, for the following reason(s): (a) consideration of less than \$100.00

(4) PARTIAL EXEMPTION FROM FEES:

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

- a) SENIOR CITIZEN
 Grantor(s) 62 yrs. of age or over
 One or two-family residential premises
 Owned and occupied by grantor(s) at time of sale
 No joint owners other than spouse or other qualified exempt owners.

- b) BLIND
 Grantor(s) legally blind
 One or two-family residential premises
 Owned and occupied by grantor(s) at time of sale
 No joint owners other than spouse or other qualified exempt owners.

- DISABLED
 Grantor(s) permanently and totally disabled
 One or two-family residential premises
 Receiving disability payments
 Owned and occupied by grantor(s) at time of sale
 Not gainfully employed
 No joint owners other than spouse or other qualified exempt owners

- c) LOW AND MODERATE INCOME HOUSING
 Affordable According to N.J.D. Standards
 Meets Income Requirements of Region
 Reserved for Occupancy
 Subject to Access Controls

- d) NEW CONSTRUCTION
 Entirely new improvement
 Not previously used for any purpose
 Not previously occupied

Deponent makes this Affidavit to submit the County Clerk or Registrar of Deeds to record the deed and accept the fee admitted hereinto in accordance with the provisions of c.49 P.L. 1966.

Subscribed and sworn to before me this
 9th day of August, 2000

Janet Johnson
 Janet Johnson,
 County Public Administrator,
 Mercer County, New Jersey
 Comp. Expir. 5/31/02

Donald S. Briggere
 Name of Deponent (as on above line)
 Donald S. Briggere
 170 South Main Street
 Nighttown, New Jersey
 Address of Deponent

Donald S. Briggere
 Name of Grantor (type above line)
 359 Route 130
 East Windsor, New Jersey
 Address of Grantor at time of Sale

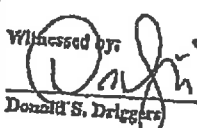
FOR OFFICIAL USE ONLY This space for use of County Clerk or Registrar of Deeds.
 Instrument Number _____ County _____
 Deed Number _____ Book _____ Page _____
 Deed Dated _____ Date Recorded _____

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Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

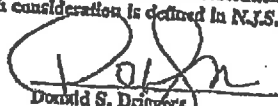

Donald S. Driggers


Constantine Katsifis

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on 12-11-2008, 2008, Constantine Katsifis, 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 Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$1.00 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.)


Donald S. Driggers
Attorney-at-law of New Jersey

In compliance with the statute I have presented an abstract of this within to the Assessor of the taxing district herein mentioned.

DEED

DATE RECORDED
Dated: 12-11-2008

CONSTANTINE KATSIFIS

Record and Return to:

Grantor,

To

TURP, COATS, ESSL AND DRIGGERS
A Professional Corporation
170 SOUTH MAIN STREET
P.O. BOX 191
HIGHTSTOWN, N.J. 08520

KATSIFIS FAMILY, L.L.C.

Grantee

VOL3867 PG298

END OF DOCUMENT

July 14, 2022

Borough of Hightstown
Planning Board
156 Bank Street
Hightstown, NJ 08520

Attention: Jane Davis, Administrative Assistant

Re: Americana Diner
Block 57 Lot 9.01
MEA #2005109.02

Dear Ms. Davis,

Attached please find the following:

- Six (6) Full sets of revised Engineering Plans
- Six (6) copies of the revised Site Plan Application
- Six (6) copies of the Variance Request List
- Six (6) copies of the Waiver Request List
- Six (6) copies of the Stormwater Management Report
- Fifteen (15) reduced set of Engineering Plans (11x17)

RECEIVED

JUL 21 2022

Borough of
Hightstown

The following items contained within the June 7, 2022 letter received from Roberts Engineering Group, LLC have been addressed as follows:

II. Checklist Waivers

- Item 3: The Cover Sheet and application have been revised to be consistent regarding the Applicant information.
- Item 7: A list of waivers is enclosed. The waiver is also noted within the zoning table on Sheet 4.
- Item 8: A list of variances is enclosed. The variance is also noted within the zoning table on Sheet 4.
- Item 9: All sheets have been revised to include the lot line, along with the lease area label.
- Item 32: A Landscape Plan has been added to the set of plans.

III. Design Waivers

1. A list of waivers is enclosed. The waiver is also noted within the zoning table on Sheet 4.
2. Sheet 5 of the plans has been revised to show the curb modification to allow a 24 foot drive aisle width.

IV. Completeness

1. The plans have been revised to include the concrete pad and compactors which are currently located onsite. One parking stall was eliminated for the additional compactor. Three (3) parking stalls have been designed as "employee only" parking with signage to allow control over accessibility to the area.

VI. Parking and Driveway Comments

1. Testimony will be provided to the Planning Board.
2. A waiver for the parking stall size is being requested.
3. Sheet 5 of the plans has been revised to show the curb modification to allow a 24 foot drive aisle width.
4. Two additional ADA stalls that previously existed in the rear of the diner were removed by the applicant. Sheet 5 has been revised to show these stalls to be reconstructed/restriped to what previously existed to provide 6 ADA parking stalls for the restaurant.
5. The plans have been revised to include the concrete pad and compactors which are currently located onsite.
6. The previous request for a farm shed is no longer valid nor proposed onsite.

VII. Grading and Stormwater Management Comments

1. Testimony will be provided to the Planning Board.
2. Additional information has been provided on page 4 and Appendix F of the enclosed Stormwater Management Report.
3. The Stormwater Management Report has been revised.

VIII. Approvals

1. The applicant will obtain the necessary Borough and outside agency approvals.

Should you have any questions or require additional information, please do not hesitate to contact this office.

Very truly yours,



Gregory Oman, PE
President

GSO

Enclosures

ec: Constantine Katsifis
Mark Shane
Krista Ruh



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

1670 Whitehorse-Hamilton Square Rd.
Hamilton, New Jersey 08690
609-586-1141 fax 609-586-1143
www.RobertsEngineeringGroup.com

August 31, 2022

Jane Davis
Planning Board Secretary
Borough of Hightstown
156 Bank Street
Hightstown, New Jersey 8520

Re: Amended Site Plan Review No. 4
Applicant: Americana Hospitality Group
Development: Americana Center
359 US Route 130 North
Block 7, Lots 40.02 and 41
Borough of Hightstown, Mercer County, New Jersey
Our File No.: HPB202102

Dear Ms. Davis:

This application requests Amended Site Plan approval for Block 7, Lots 40.02 and 41. The site, known as Americana Center, is in both the Borough of Hightstown and the Township of East Windsor. The property fronts on Route 130 in East Windsor. Currently on site within the Borough on Lot 40.02 is a parking lot servicing the Americana Kitchen & Bar, formerly the Americana Diner. The Americana Kitchen & Bar itself is located on Block 57, Lot 11 in East Windsor Township.

The Applicant has previously entered into a lease agreement with the Borough to occupy a 35,650 square foot portion of Lot 41, Block 7 in Hightstown Borough. The existing ten-year lease per Council Resolution 2014-108 was set to expire on February 5, 2022. The lease has automatically renewed for a ten-year term.

The applicant was previously approved per Planning Board Resolution 2011-16 to construct a parking lot and driveways on the leased land and connect to an existing parking area located on the adjoining Lot 40.02, Block 7, which is owned by the Applicant.

A parking lot with driveways and associated improvements were recently constructed on the leased lot and Lot 40.02 with modifications to the approved plans of Planning Board Resolution 2011-16. The applicant is seeking approval for the modified version of the approved plans.

Health and safety issues had been found within the new parking lot and were needed to be corrected immediately for the public welfare and to satisfy the lease agreement and renewal with the Borough of Hightstown. The construction official was addressing the safety issues.

We have reviewed the following documents submitted in support of the above referenced application:

1. Copy of the Borough of Hightstown Planning Board Application. Received and Filed July 21, 2022.
2. Copy of an item-by-item response letter addressed to Jane Davis, Planning Board Secretary, from Gregory Oman, P.E., of Menlo Engineering Associates, Inc., dated July 14, 2022. Response to Review Letter dated June 7, 2022 (Review Letter No. 3). Response letter also includes a listing of submitted documents.
3. Copy of a 24" X 36" plan set entitled, "Americana Center Americana Diner, Parking Lot Improvements, Block 57, Lots 9, 10 & 11 – Township of East Windsor; Block 7, Lots 40.02 & 41 – Borough of Hightstown", 10 Sheets, prepared by Menlo Engineering Associates, Inc, signed and sealed by Gregory S. Oman, PE, dated of issue February 11, 2022, plans revised through July 13, 2022.

Two (2) plans in the set are entitled "Previously Approved Overall Site Plan" and "Previously Approved Grading and Drainage Plan" with a last revision date of April 25, 2019. Apparently, these two (2) plans represent what East Windsor Planning Board approved in 2019.

4. Copy of a 11" X 17" plan set (reduced).
5. Copy of all waivers requested.
6. Copy of all variances requested
7. Stormwater Management Report prepared by Menlo Engineering Associates, Inc., dated October 9, 2017, and last revised July 13, 2022.
8. Copy of Draft copy of the Notice to the property owners.
9. Copy of Statement indicating the taxes have been paid in full dated May 3, 2022.
10. Copy of 1st Amendment to Lease Agreement dated May 5, 2014, pertaining to a renewal option.
11. Copy of letter from Ms. Debra L. Sopronyi, Borough Clerk, to the Applicant, dated July 9, 2014, regarding Resolution 2014-149 and copy of said resolution for Second Amendment to the Lease.
12. Copy of 2nd Amendment to Lease Agreement dated July 7, 2014, pertaining to the parking of motor vehicles, and permitted use of temporary farm stands.
13. Deeds of property transfers with descriptions and Resolution 1999-4.
14. Certificate of Ownership.
15. Certificate of Title.

I. ZONING

1. Block 7, Lots 40.02 and 41 are located in the R-3 Residential Zone.
2. In accordance with Ordinance Section 28-3-7(a), a Use Variance is required for Lot 41, (the Lease Area) as parking is not a permitted use in the R-3 District.
3. Planning Board Resolution 2011-16 granted parking in Lot 40.02 of the R-3 Residential Zone. We defer to the Board Planner for additional comments related to a Use Variance.
4. An additional variance is required because more impervious coverage has been added for construction of a new concrete pad for a dumpster and compactors and an increased aisle width to 24 feet. The additional impervious coverage exceeds the previously granted variance of 76.4% for the site's maximum impervious coverage and has increased to 77.1%. (Ordinance Section 28-3-7(b)10).

II. CHECKLIST ITEMS

The Applicant has satisfied many of the checklist items outlined within the June 7, 2022, review letter. However, some items are requested to be completed and we offer the following comments:

Item No. 3 – Name, title and address of applicant, owner and person preparing application.

Please confirm the address for Block 7, Lot 41 on the application and Cover Sheet.

Item No. 32– Landscaping Plan.

A Landscaping Plan was requested in Review Letter #3 and has been submitted with the application. The review of this plan is deferred to the Borough Planner.

III. DESIGN WAIVERS

1. A design waiver was granted in 2011 from Subsection 28-10-11F which requires parking spaces to be 9 feet by 20 feet. The proposed parking spaces were approved to be 10 feet by 18 feet. The plans appear to have varying parking space widths. The Applicant has indicated 9 feet by 18 feet spaces and noted as a proposed waiver in the zoning table.

The Applicant is seeking a design waiver for 9'x18' parking spaces as indicated on the provided list of waivers and the zoning table.

2. According to 28-10-11 (C.) Off-Street Parking and off-Street Loading Facilities, Interior circulation aisles shall be at least twenty-four feet wide, except when designated for one-way use; in that case, they shall be at least 12 feet wide.

The as-built drawing indicates an aisle width of 20.84 feet located in the lower portion of Lot 41 between a curbed island and several parking spaces located along the northern edge of the parking area on the plans.

The plans have been revised to show a curb modification to allow a 24-foot drive aisle width. The modification is acceptable, and a design waiver for aisle width is not required.

IV. COMPLETENESS

Prior to Review Letter No. 3, we were informed and observed that the Applicant intended to construct a concrete pad and install two large compactors within the area of several existing parking spaces located in the rear parking area of Lot 40.02. The proposed compactors will be located along the rear property line of the residential lots situated on Oak Lane and may adversely affect these lots.

Plans have been revised to indicate the concrete pad, compactors, the modification to the existing parking lot, overall parking spaces availability and the impact to the residential lots.

We recommend this application be deemed complete because new site improvements on Lots 40.02 and 41 have been addressed on the current plans and reports.

V. GENERAL COMMENTS

BACKGROUND

1. In May 2011, Americana Diner expressed their desire to enter into a long-term lease agreement. To review the request, the Borough asked that an application for preliminary and final site plan be submitted to the Planning Board for the proposed improvements in the lease area as a portion of Lot 41, Block 7.
2. The applicant was approved per Planning Board Resolution 2011-16 to construct a parking lot and driveways on the leased land and connect them to an existing parking area located on the adjoining Lot 40.02, Block 7, which is owned by the Applicant.

3. On March 5, 2012, a ten (10) year lease agreement was entered into between the Katsifis Family, LLC, and the Borough in accordance with Council Resolution No. 2012-60, commencing on February 6, 2012, and ending on February 5, 2022, for a portion of Lot 41, Block 7.
4. In accordance with Council Resolution 2014-108, which was adopted on May 5, 2014, the lease agreement between the Borough of Hightstown and Katsifis Family, LLC was amended to allow the tenant the right to exercise a renewal option of the lease agreement for two (2) additional terms of ten (10) years each for a portion of Lot 41, Block 7.
5. The newly constructed parking area and site improvements are similar to changes presented in 2019. On December 9, 2019, the applicant presented a revised layout to the approved plans to the Planning Board. The December 2019 plan set was entitled, "Americana Center Amended Preliminary and Final Site Plan, Township of East Windsor and Borough of Hightstown, Mercer County, New Jersey," consisting of 18 sheets, prepared by Menlo Engineering Associates, Inc., issued October 9, 2017, as revised through April 25, 2019. The application was tabled and never approved.
6. On September 19, 2021, health and safety issues were found by Mr. Chin, Borough Construction Official, within the new parking lot. The Applicant was requested to immediately correct the issues for the public welfare and to satisfy the lease agreement and lease renewal with the Borough of Hightstown. The status of these issues is deferred to Mr. Chin.

VI. PARKING AND DRIVEWAY COMMENTS

1. The site was previously approved for a two-way entrance and exit onto Route 130 near the leased area. The submitted plans indicate a one-way driveway out and no new entrance on Route 130. This entrance/exit change impacted the layout of parking spaces and aisles, and the location of the handicap parking spaces. The applicant is to provide a detailed explanation of the driveway change and the subsequent parking layout changes.
2. Parking spaces in the leased area were approved to be 10 feet by 18 feet per the approved 2011 plans.

Parking spaces of 9 feet by 18 feet are provided in the leased area.

A design waiver is required for these spaces and has been requested for this submission.

3. Interior circulation aisles shall be at least 24 feet wide, except when designated for one-way use; in that case, they shall be at least 12 feet wide.

The plans have been modified to provide a 24-foot-wide aisle by the removal of existing curbing and placement of new curbing and pavement.

Please confirm the change for impervious coverage from the aisle modification and its impact to the maximum impervious coverage for the site and previously granted variance.

4. The approved 2011 Plan indicates six (6) handicapped parking spaces in East Windsor at the rear of the building and no handicap parking spaces in the leased area. The 2022 plan submitted indicates four (4) handicap spaces and a ramp in the leased area. The site also appears to have additional handicap parking at the front, but this is not shown on the drawings.

The Applicant is to confirm the total overall number of handicapped spaces for the restaurant and provide their location on the plans. Please show all handicapped signage.

The submitted plans for this application indicate two proposed handicapped spaces in the rear of the restaurant which are located in the Township of East Windsor. Six handicapped spaces have been provided for the restaurant of which four are located in the leased area of Lot 41.

5. The existing concrete pad which is in Lot 40.02 and the leased area of Lot 41 are proposed to be expanded and to contain 2 compactors and a dumpster. The expansion has removed one parking space and the location of the compactors and dumpster has limited the accessibility of two or more existing spaces thus decreasing the overall available parking.

The reduction of one space has been updated in the zone data chart.

The concrete pad expansion, the decreased number of parking spaces, and the compactor locations require Borough approval.

6. The Applicant has provided three spaces designated as "Employee Only" parking with signage and indicated that the spaces will allow control over the access to the compactor area.

Please provide information about access to the compactor area.

7. A proposed 8-yard dumpster is shown on an existing concrete pad in the leased area of Lot 41. The dumpster must be removed per the lease agreement.
8. The 2nd Amendment to the Lease Agreement, dated July 7, 2014, permitted the use of temporary farm stands and was submitted with the prior submission.

The Applicant's engineer has stated that the farm stand is no longer valid.

9. Please revise the title of Sheet 5 to reflect existing conditions, proposed demolition, and other site work.

VII. GRADING AND STORMWATER MANAGEMENT COMMENTS

1. The stormwater systems shown on the plans appear to be different from what was approved for the 2011 plans. This seems to be as a result of the parking space and aisle modification subsequent to the Route 130 driveway change.

Some of the differences are as follows:

- a. Several pipes are proposed to be abandoned and inlets converted to manholes.
- b. New pipes and inlets are proposed for the revised parking space and aisle layout.
- c. Stormwater is proposed to be directed to an inlet located at a curb cut area adjacent to a handicapped space and access. Please provide information that the inlet can sufficiently manage the flow without ponding at the handicapped space and access.

The Applicant's engineer has indicated that testimony will be provided to the Planning Board regarding the differences between the approved 2011 stormwater system and the proposed and current stormwater systems.

2. The Applicant's engineer has satisfactorily demonstrated that the existing and proposed stormwater system has sufficient capacity for outfall flows and runoff has been reduced from the site.

VIII. APPROVALS

Approval of this application will be conditioned upon the Applicant obtaining or providing approved documents for the following:

1. Mercer County Soil Conservation District
2. Mercer County Planning Board
3. Borough of Hightstown Fire Department
4. Borough of Hightstown Construction Official

The Applicant's engineer has indicated that Borough and outside agency approvals will be obtained for the site.

IX. FEES

<u>DESCRIPTION</u>	<u>APPLICATION FEES</u>	<u>ESCROW FEES</u>
Preliminary Site Plan	\$750.00	\$3,565.00
Final Site Plan	\$500.00	\$1,782.50
Resubmission of Incomplete Application	\$500.00	\$0
Total:	\$1,750.00	\$5,347.50

Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Carmela Roberts, P.E., C.M.E.
Borough Engineer

cc: Scott Miccio, Associate, Parker McCay, Planning Board Attorney
Brian Slauch, PP, AICP, Clark, Caton, Hintz, Planning Board Planner
George Chin, Borough Construction Official
Mark S. Shane, Esq., Shane and White, LLC, Applicant's Attorney
Gregory Oman, P.E., Menlo Engineering Associates, LLC, Applicant's Engineer
GS-Bachman, E.I.T., Roberts Engineering Group, LLC



MEMORANDUM

Clarke Caton Hintz

Architecture
Planning
Landscape Architecture

100 Barrack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel: 609 883 8383
Fax: 609 883 4044

To: Hightstown Planning Board

From: Brian Slaugh, PP, AICP
Donna Miller, AICP, PP, CFM

Re: **Americana Hospitality Group (Applicant)**
Katsifis Family, LLC (Owner Lot 40.02)
Borough of Hightstown (Owner Lot 41)
Preliminary and Final Major Site Plan
Application No. 2019-05
Block 7, Lot 40.02 and 41
R-3 Residential Single-Family District

Date: September 7, 2022

1. Materials Reviewed

The following materials were reviewed in the preparation of this report:

- Application No. 2019-05, dated July 3, 2019 and Application No. 2021-02 dated April 8, 2022.
- *Americana Center Site Plan*, by prepared Gregory S. Oman, PE, Menlo Engineering Associates, Inc., dated October 9, 2018, and last revised April 29, 2022, consisting of 18 sheets.
- *Americana Center Americana Dinner Parking Lot Improvements*, prepared by Gregory S. Oman, PE, Menlo Engineering Associates, Inc., dated February 11, 2022 and last revised July 13, 2022, consisting of 11 sheets.
- Lease Agreement between Katsifis Family, LLC, and the Borough of Hightstown, dated March 5, 2012 pertaining to Block 7 Lot 41 with two amendments.

In addition to the review of this material, the site was investigated to determine existing conditions.

2. Application Description

- 2.1 Applicant's Proposal. The applicant has entered into a lease with the Borough to use and occupy a 35,650 sf. portion of the southerly area of Lot 41 in Block 7 that adjoins the existing diner in East Windsor for a parking lot. The applicant had

John Hatch, FAIA
George Hibbs, AIA
Brian Slaugh, AICP
Michael Sullivan, AICP
Michael Hanrahan, AIA
Mary Beth Lonergan, AICP



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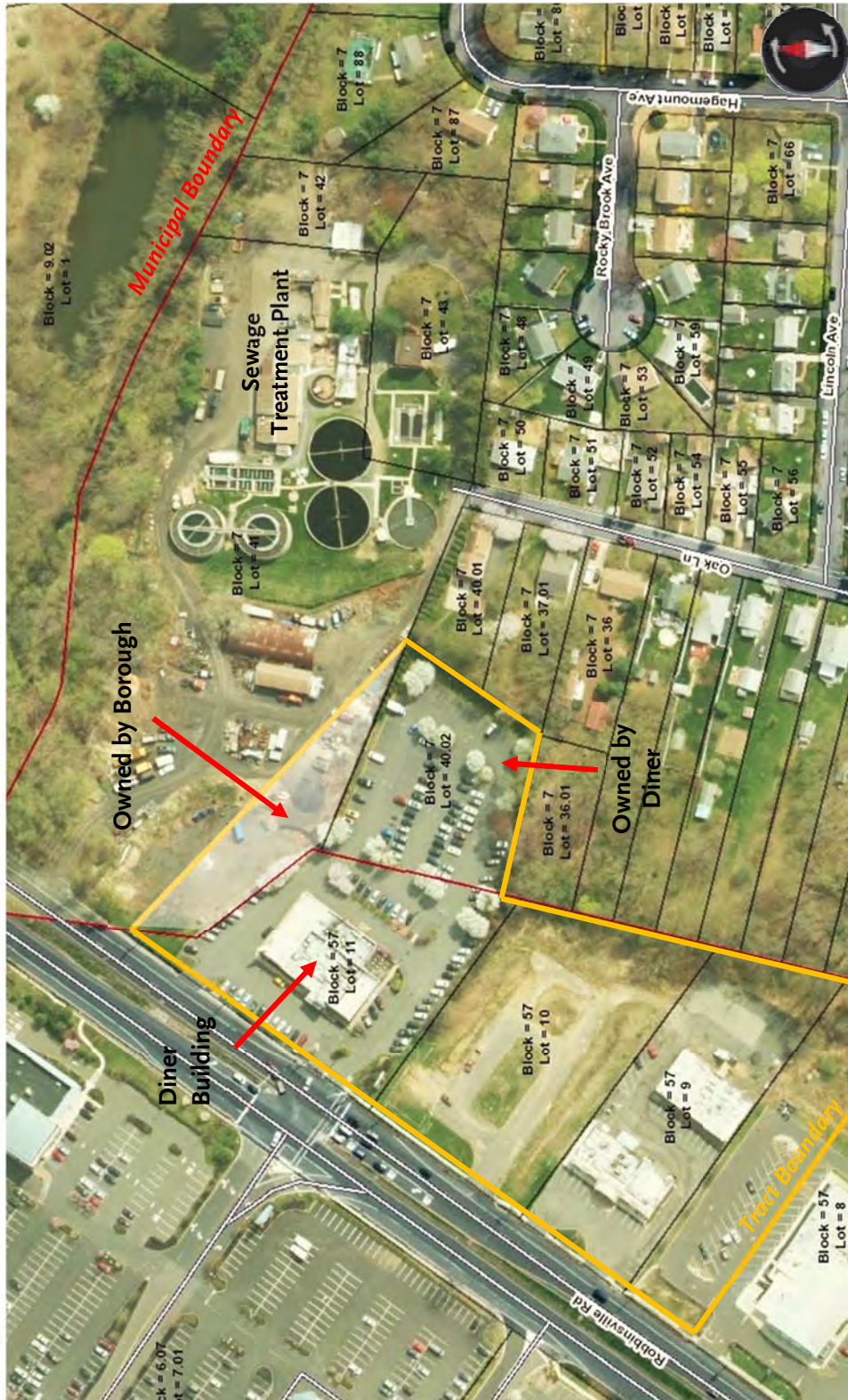
originally proposed to construct a 78-space parking lot and driveways on this leased land and connect them to the existing parking area on adjoining Lot 40.02. No access to the Borough's wastewater treatment plant will be provided through the new parking area, which is on the same lot. The applicant had presented a site plan application in 2019 which depicted the proposed layout of parking and vehicle circulation, landscaping and lighting on the Borough property and how it would integrate with the improvements on the existing diner site. The applicant did not proceed with that application but nonetheless constructed most of those improvements without use variance/site plan approval.

Additionally, slight modifications to the existing parking layout and driveway on East Windsor Township's Block 57, Lot 11 are planned. The lease with the Borough also allows a farm stand to be constructed on the property, however, a farm stand has not been included in the application.

- 2.2 Property Description. Lot 41 in Block 7 contains the Borough of Hightstown's wastewater treatment plant. It has frontage on Route 130 just north of the traffic signal for the entrance to the East Windsor Towne Center shopping center and the Americana Center. Lot 40.02 is owned by the applicant and is currently developed as a parking lot at the rear of the Americana Diner. This lot directly adjoins residences on Oak Lane in Hightstown. Both lots are zoned R-3 Residential Single-Family by Hightstown. Adjoining properties to the south area located in East Windsor and have frontage on Route 130 and are zoned by the Township of East Windsor as H-C Highway Commercial.

3. Variances and Exceptions

- 3.1 Non-Permitted Use. Lots 40.02 and 41 are located in the Borough's R-3 Residential District which permits detached single-family dwellings, schools, places of worship, public utility offices and facilities, hospitals, nursing homes, cemeteries, agricultural uses, community residences and shelters. The existing parking lot on Lot 40.02 is an existing non-conforming use which has been expanded and altered to provide access to the new parking area on Lot 41. The parking lot use on a portion of Lot 41 also is not a permitted use. A -d(1) use variance is required to permit the expansion of the existing non-conforming parking lot use and new parking lot use.



Aerial Photograph of Subject Property and Surrounding Area



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- 3.2 Parking Stall Size Variance. §28-10-11.f requires parking stalls to be a minimum of 20 feet long. A variance had been granted as part of the original 2011 site plan application to permit 18-foot long stalls. The new parking area was also constructed with unapproved 18-foot long stalls. A variance is required to permit this depth for the new undersized stalls.

- 3.3 Maximum Lot Coverage Variance. The only bulk standard applicable to the subject property is Maximum Lot Coverage, which is limited to 40% of the gross lot area per §28-3-7-B(10). Of the 35,650 sf. of Lot 41 developed as part of the new parking area, approximately 27,000 sf. of that lot will be impervious coverage. In order to determine if the entire lot, which also includes the Borough's sewage treatment plant and its ancillary equipment and compacted areas, the applicant will need to supply a lot coverage percentage to determine if it meets the Borough's ordinance limit. With regard to Lot 40.02, the property had an existing lot coverage of 73% which was increased to 75% following the construction of the new, but unapproved, improvements. A variance to permit the increased lot coverage on Lot 40.02 is required. If not approved, the applicant will be required to remove two percent of the lot coverage in a logical fashion.

- 3.4 Screening Exception. All parking and service are required to be screened year round from the view of such premises and of adjoining streets (§28-23-14.b.3). The compactors and dumpster are proposed to be set on a new concrete pad at parking lot elevation of approximately 102 feet and enclosed on three sides by a six-foot high, board-on-board fence. The proposed compactors are seven feet high and the fence will be installed at a height about 1.4 feet below the top of the compactors. Additionally, the front, or westerly exposure of the refuse area has no screening. These are actually visible all the way from Route 130.

4. Variance Comments

- 4.1 Use Variance. As described previously, the proposed parking lot is not listed as a permitted principal use in the zone and requires a variance under N.J.S.A. 40:55D-70(d)1. Under case law, applications involving uses and structures not permitted by ordinance must prove, and the Board must specifically find, that the use promotes the general welfare because the proposed site is particularly suitable for the proposed use. Such proofs and findings must satisfactorily reconcile the grant of the variance with the ordinance's continued omission of the use from those permitted in the zone, and provide a more substantive basis for the determination that the variance "will not substantially impair the intent and purpose of the zone plan and zoning ordinance" (i.e., the master plan of the municipality).



- 4.2 Positive Criteria. To satisfy the positive criteria for a “d” variance, also known as special reasons”, the applicant must demonstrate that “the proposed use promotes the general welfare and is particularly suited for the site.” A site for commercial use, may only meet the positive criteria if it, “serves the general welfare and thereby satisfies the positive criteria [and] if the use is particularly suited for the proposed site.” To demonstrate that a property is particularly suited for the proposed nonconforming use, an applicant must show the need for the use at that particular location. Peculiar suitability may exist where “the use is one that would fill a need in the general community, where there is no other viable location, and where the property itself is particularly well fitted for the use either in terms of its location, topography or shape.” The applicant should be prepared to address the need(s) in the community that the use may already be serving, and the suitability of the site for the use. Since a portion of the site (Lot 40.02) has already been used in this manner for many decades, the continuation of the same type of use would point towards finding it suitable.
- 4.3 Consistency with the Master Plan and Zoning Ordinance. The applicant must also prove not only “that the variance can be granted ‘without substantial detriment to the public good,’” but also “must demonstrate through an ‘enhanced quality of proof . . . that the variance sought is not inconsistent with the intent and purpose of the master plan and zoning ordinance.” The master plan provides the basis for land use policy throughout the Borough. The 2014 master plan update does not contain a land use plan map but instead has a proposed zoning map tied to a description of the different land use categories and zoning districts of Hightstown. The master plan does not address the subject property or provide any references to the use of the Borough’s wastewater treatment plant.
- 4.4 Negative Criteria. In addition to meeting the special reasons, or positive criteria, a second test of meeting the negative criteria is required. In considering potential detriment to the public good related to the proposed expansion of the nonconforming use and creation of a new non-permitted use, issues to consider may include, but are not limited to, impacts on traffic and circulation, parking, visual character/aesthetics, noise, and air quality.
- 4.5 Neighborhood Context. From a neighborhood context viewpoint, the existing commercial development adjoining both the wastewater treatment plant and the existing diner parking are separated from the residential neighborhood by extensive landscape screening and buffering. The applicant also benefits from the adjoining residential lots having much greater depth than other lots in the immediate neighborhood, which allows for greater separation of the nuisance aspects of the parking lots from the residences. However, the quality of the existing landscape screening and buffering and the new encroachments into that



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landscape screen by the refuse containers is a factor in considering whether the development creates a substantial adverse impact to the neighborhood and the zoning scheme of the municipality.

As a short hand guide, we have listed several questions that are commonly asked in use variance applications for the Board’s consideration:

SPECIAL REASONS (POSITIVE CRITERIA)

- Does the site have characteristics which make it peculiarly (but not uniquely) suited for the proposed use?
- Are there unusual circumstances regarding the applicant and/or property which would result in undue hardship if a use variance were not granted?
- Does the use promote the purposes of zoning? Typically, the Board would need to find that one of the purpose statements of the municipal land use law applies to the application.

NEGATIVE CRITERIA

- Would substantial detriment occur to the public health, safety and welfare if a use variance were granted?
- Would an impairment of the intent and purpose of the Master Plan or the Zoning Ordinance and Zone Plan (Zoning Map) result if a use variance were granted?

5. Site Plan Comments

5.1 Changes in Layout. The plans have been revised to depict most of the conditions as they have actually been constructed. Overall, the layout is essentially unchanged from the April 2019 version of the plans, except for the location and type of outdoor refuse storage, arrangement of parking spaces near the building and the extent of plantings.

5.2 Refuse Storage Location. We note that the use of Lot 41 is restricted to parking of motor vehicles only per Resolution 2014-108. The original plan had proposed a pair of dumpsters within a screened enclosure located on Lot 41, along the easterly property line, and in-line with the north-south internal vehicle circulation path. This allowed for garbage trucks to have adequate room to maneuver without conflicts, provide screening from public view and was 175 feet distant from the residence on adjoining Lot 40.01. During a site visit in April 2022, it was observed that the diner was utilizing multiple dumpsters, totes, milk crates and compactors concentrated in the landscaped buffer area between the parking lot and the rear lot line of Lot 40.01 and the southeast corner of Lot 40.02. The



proposed dumpster location, shown on the revised plans, is in the southeasterly corner of Lot 41, and may not be permitted to be located there without amendment of the terms of the lease by the Borough Council.



View of Dumpsters, Crates and Totes in Buffer at Northeast Corner of Site

- 5.3 Refuse Storage Area Design. The current version of the site plan proposes two compactors and an 8-yd dumpster to be located in the rear of Lot 40.01, in the northeast corner of the property. As proposed on the revised plan, there would be a six-foot high board-on-board fence provided on three sides of the compactor and dumpster area, with no gate. In addition to the fact that one side of the refuse storage area is completely unscreened or enclosed by fencing, the proposed fencing is not tall enough to screen the view of the compactors, which are seven feet high. Additionally, the orientation of the proposed dumpster does not appear to be able to be accessed without compromising multiple parking spaces. The revised site plan includes notation of signage at three parking spaces adjoining the dumpster location that are to be reserved for employees. The proposed design raises numerous concerns with respect to the adequacy of the space and facilities proposed to accommodate the refuse generated by the now expanded diner, including noise, vibration, odor and effluent, that may affect the adjoining residential uses, as well as visual impacts to residents and the general public / passersby within the parking lot and on Route 130.

If the Board finds this location is acceptable for refuse storage, we recommend that the entire refuse storage area be set at the pavement elevation and enclosed by a raised curb to contain the dumpster and any effluents that may result from refuse storage. A drainage inlet may need to be added and tied into the stormwater system. We also strongly recommend the fencing be extended and



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increased in height sufficient to hide the dumpsters/compactors along the open side of the storage area with gates to permit truck access and a man door for personnel access. Additionally, specifications on the noise and vibration from the operation of the compactors be provided to determine whether physical measures are required to mitigate these factors as well as restrictions on the time of day when compactors may be operated.

- 5.4 Landscape Plan. The April 2019 Landscape Plan proposed a line of shade trees along the easterly lot line of Lot 41 and significant shrub and groundcover plantings within the parking lot islands, including six shade trees and four ornamental trees. Evergreen shrubs were provided around the dumpster enclosure. The current Landscape Plan has a date of April 29, 2022, with no prior issue date or revision dates and includes a Plant Schedule which does not include the size of plant material or full common or botanical names. This plan differs substantially from the Landscape Plan of April 2019; providing only four shade trees and five ornamental trees within the parking lot islands and scant shrub and groundcover plantings. There are no plantings proposed around the refuse storage area. A line of evergreen trees is proposed along the easterly lot line of Lot 41.

We recommend a return to the April 2019 landscape plan, adjusted for the changes in site layout but continuing with the same theme as the original. The Plant Schedule should be revised to include common and botanical names of plant materials, planting size and height and planting details and notes in accordance with standard reference material.

- 5.5 Lighting. The current plan depicts a new layout of fixtures, some retrofitted and some new fixtures, however still with 25 foot mounting height and 4,000°K color temperature. The plan notes indicate an average light level of 1.27 foot-candles and an average to minimum uniformity ratio of 4.23:1. The plan has been revised to indicate all lights within the parking field will be extinguished at 3 a.m. We defer to the Borough Engineer on the adequacy of this lighting plan.

We would be pleased to answer any questions concerning this review.

- Cc. Jane Davis, Planning Board Secretary
Scott Miccio, Esq., Planning Board Attorney
Carmela Roberts, PE, Planning Board Engineer
George Chin, Zoning Officer
Mark S. Shane, Esq., Applicant's Attorney
Gregory S. Oman, PE, Applicant's Engineer



The Borough of Hightstown
Code Enforcement Office
156 Bank Street
Hightstown, NJ 08520
(609) 490-5100 Ext. 617

September 7, 2022

Subject: Block 57, Lot 9.01
Americana Diner Parking, Hightstown, New Jersey 08520

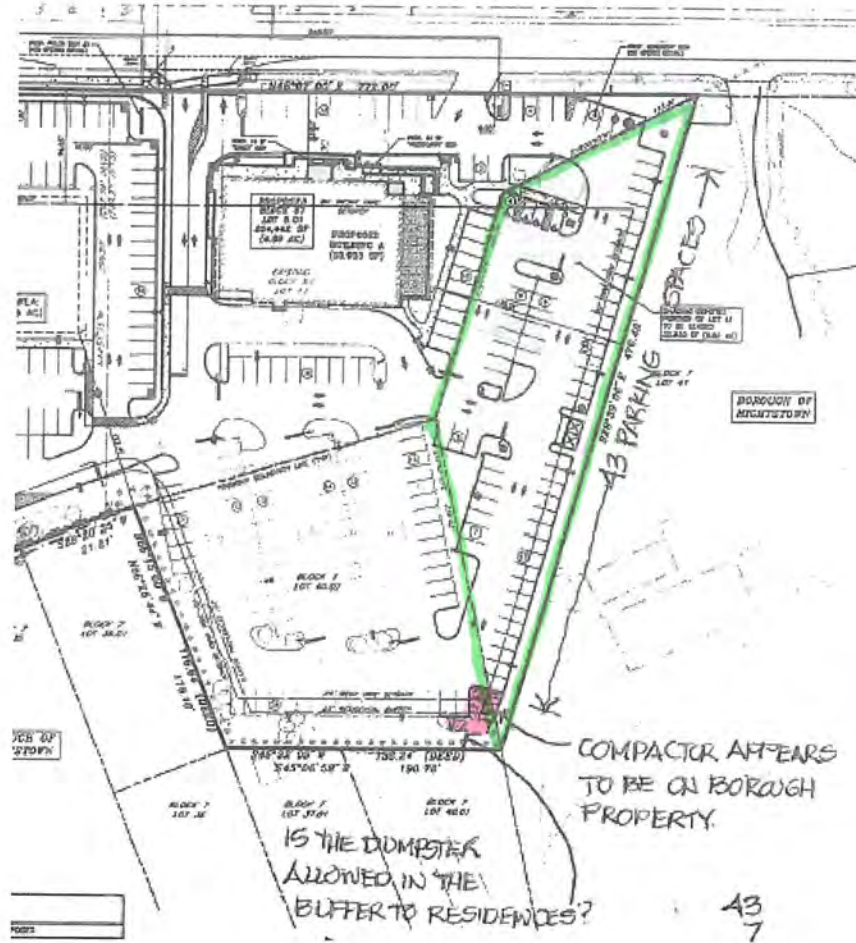
Re: Planning Board Comments

Zoning Comments

1. Borough Ordinance Resolution 2014-18 authorizing the Lease Agreement restricts the use of the property to the parking of motor vehicles only and for no other purposes. Dumpsters are not allowed. As of September 7, 2022, the dumpsters were still located at the northeast corner of the parking lot.



The front corner of the red dumpster is still on Borough property.



43
7

The dumpster therefore is in violation of the lease agreement with Hightstown Borough.

LEASE AGREEMENT

Made this 5th day of March, 2012, by and between

THE BOROUGH OF HIGHTSTOWN,
a Municipal Corporation of the State of New Jersey,
148 NORTH MAIN STREET
HIGHTSTOWN, NEW JERSEY 08520
(HEREINAFTER REFERRED TO AS "LANDLORD")

AND

KATSIFIS FAMILY LLC
375 ROUTE 130, SUITE 102
EAST WINDSOR, NEW JERSEY 08520

(HEREINAFTER REFERRED TO AS "TENANT")

In accordance with N.J.S.A. 40A:12-14(a), and *Hightstown Borough Resolution No. 2012-60, attached hereto*, the Landlord, Borough of Hightstown, hereby enters into the following Lease Agreement with the Tenant, Katsifis Family LLC:

1. **Premises.** The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord the following described premises:

A certain portion of a parcel of real property located near or adjacent to Route 130, also known as Lot 4), in Block 7 on the Official Tax Map of the Borough of Hightstown. The portion of the property subject to this Lease, hereinafter the "Premises," measures approximately 35,650 square feet, or 0.82 acres, and is depicted in more detail on a plan prepared by Menlo Engineering Associates, Inc., dated February 3, 2008, which is attached hereto as Exhibit "A".

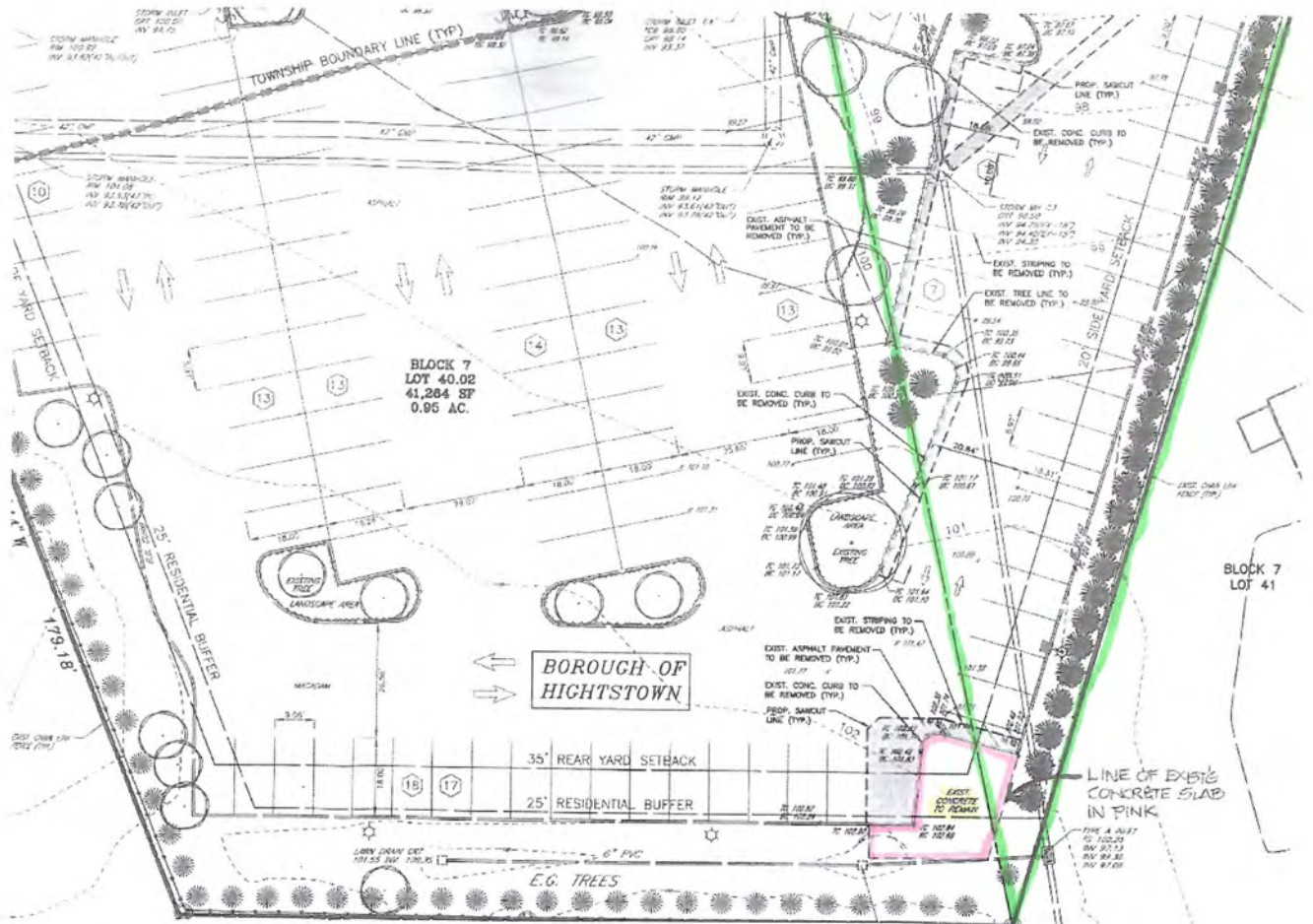
2. **Term.** This Lease is for a term of ten (10) years, commencing on February 6, 2012 and ending on February 5, 2022.

3. **Use.** The premises are to be used and occupied as a parking lot for the parking of motor vehicles only, and for no other purpose(s). The Tenant will not, and will not allow others to, occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or hazardous, on account of fire or other casualty.

4. **Rent.** The Tenant agrees to pay rent in accordance with a bid made by it and accepted by the Landlord pursuant to N.J.S.A. 40A:12-14(a), in the amount of Nine Thousand Five Hundred and 00/100 Dollars (\$9,500.00) annually for the first year. Rent in the amount of \$791.67 per month shall be due on the first day of each month. The Tenant shall also post a security deposit with the Landlord in the amount of Three Thousand Dollars (\$3,000.00). The first payment of rent and the security deposit shall be due upon the signing of this Lease by the Tenant. The Tenant must pay a late charge of One Hundred Dollars (\$100.00) as additional rent for each payment that is more than ten (10) days late. This late charge is due with the monthly rent payment. The Tenant must also pay a fee of Twenty-five Dollars (\$25.00) as additional rent for any dishonored check. After the first year, the rental rate shall increase annually by two-and-one-half percent (2 1/2%) of the rental rate in effect for the previous year.

5. **Disclosure of Known Conditions of Leased Premises.** Upon information and belief, the premises or some part thereof may have been used for landfill purposes in the past. Upon further information and belief, this alleged use of the property was terminated some time ago and the alleged landfill was properly closed in accordance with all applicable legal requirements. Tenant acknowledges that it is accepting the premises strictly "AS IS" with full knowledge of the aforesaid conditions, and will not seek redress against Landlord for any damages it may incur as a result of these known conditions.

2. The dumpsters and concrete slabs are in the 25' Residential Buffer.

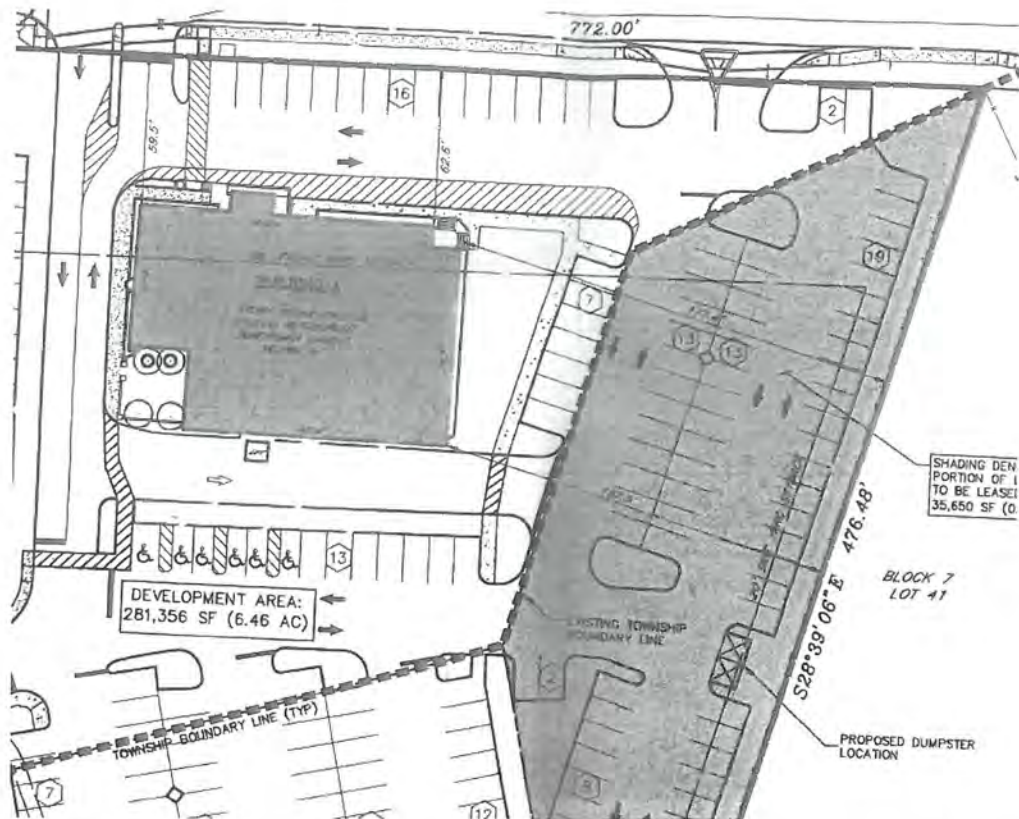




It should be noted that the Existing Conditions Plan, dated February 11,2022, does not show the dumpsters at this location, It shows a dashed line for where the concrete slab is located and a note that the existing concrete is to remain. **The plan, however, does not show where they are relocating the dumpsters in the parking lot.** The Board needs to determine if they will allow the concrete slab or the dumpsters to remain in the 25' residential buffer.

Construction Official Comments

1. The original plan had the ADA parking located in East Windsor.



Locating the ADA parking in Hightstown increases the Borough liability to ADA lawsuits. ADA parking is not just for people in a wheelchair. It is also for people who have problems walking. If the sidewalks or parking spaces are not properly maintained, cleaned of snow or ice, etc., there is a greater chance of an ADA person slipping or falling. As owner of the property, the Borough would be involved in any lawsuit.

The original plan had six ADA parking. The current existing plan has only four ADA parking spaces. Using the H-C Zone (East Windsor) Table, the diner has 345 seats. East Windsor requires

PARKING:				
19A-2.3(b)5	RESTAURANT: 345 SEATS (BLDG A) + 42 SEATS (STARBUCKS) = 387 TOTAL SEATS	1 SPACE/2.5 SEATS = 387 SEATS/2.5 = 155 SPACES		
19A-2.3(b)6 19A-2.3(b)7	RETAIL/OFFICE: 33,750 SF (BLDG B) + 8,112 SF (BLDG C) = 42,757 SF	1 SPACE/200 SF = 39,882 SF/200 SF = 200 SPACES		
19A-2.3(b)16	FITNESS CENTER: 11,608 SF (BLDG D)	1 SPACE/200 SF = 11,608 SF/200 SF = 59 SPACES		
	TOTAL NUMBER OF SPACES	414 SPACES	228 SPACES (TOTAL) ●	194 IN EAST WINDSOR (342 SPACES TOTAL) ●●●●
22-9.2(a)	STALL SIZE	9 FT x 18 FT	9 FT x 18 FT	10 FT x 18 FT
22-9.2(a)1	STALL SIZE (RETAIL)	10 FT x 18 FT	9 FT x 18 FT ●	10 FT x 18 FT
22-9.2(b)	MINIMUM AISLE WIDTH	24 FT	24 FT	24 FT

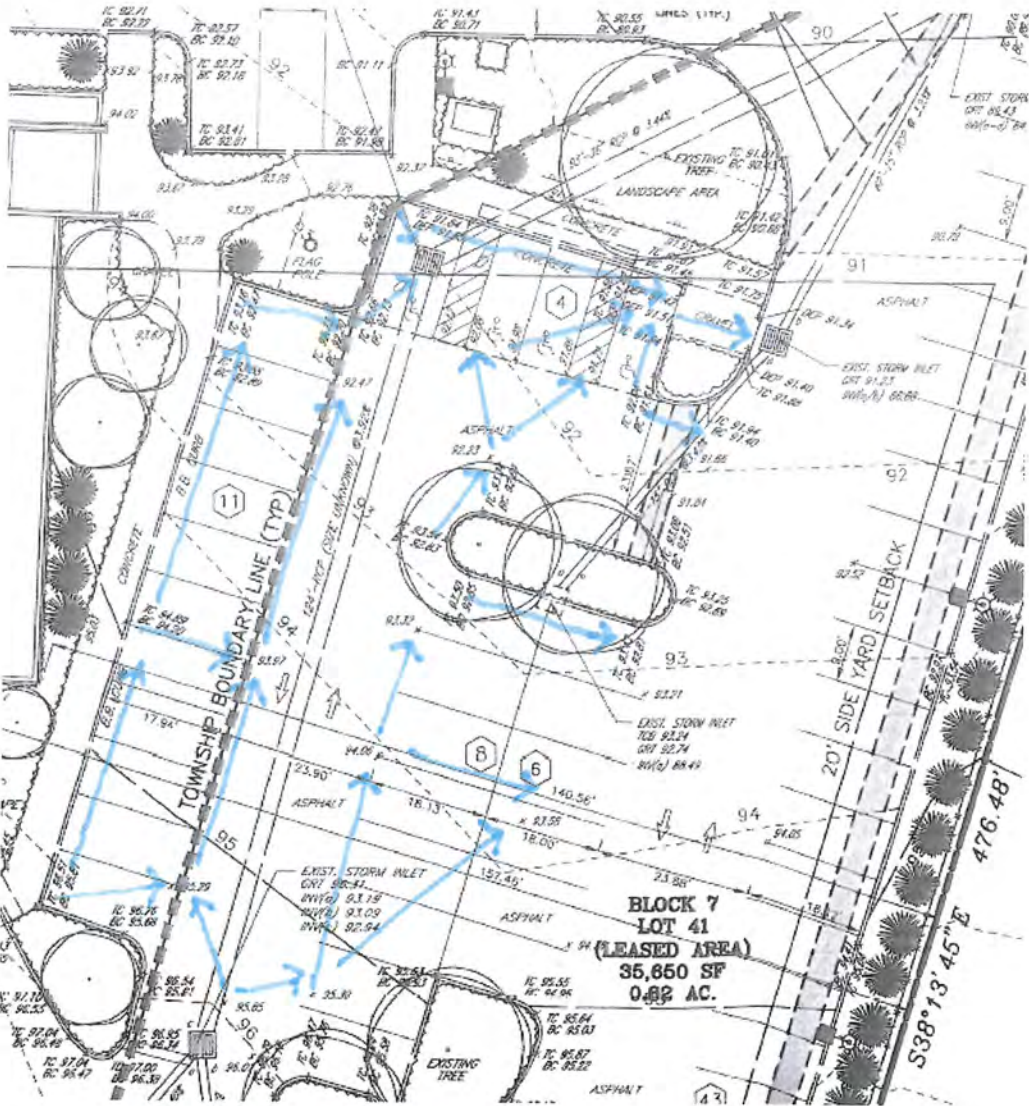
one space per 2.5 seats or 138 spaces. This would require five ADA spaces.

**TABLE 1106.1
ACCESSIBLE PARKING SPACES**

TOTAL PARKING SPACES PROVIDED IN PARKING FACILITIES	REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total
1,001 and over	20, plus one for each 100, or fraction thereof, over 1,000

If you include the Starbucks, the 155 spaces would require six ADA parking spaces. There are not enough required ADA parking spaces. The parking lot does not meet code. This is a potential ADA lawsuit. They normally sue everyone. The question is how much the Borough will pay in attorney fees to get out of the lawsuit.

- 2. The parking lot drains to the ADA parking spaces. There is a drain located on the south side of the ADA space. This indicates that the ADA is a low point for water to flow to the drain. It is also a place for water to collect if the drain is clogged. The north side of the ADA is lower than the drain, so the water will flow first to the north.



The discoloration at the north end of the ADA parking space is a sign that water is collecting at that spot.



This can be a hazard in the winter when the snow and ice melts during the day and then freezes at night. A passenger in the car, using a cane, may slip on the ice that formed in the parking space. The concrete ADA parking spaces are more likely to freeze earlier than the asphalt, which absorbs more heat.

The ADA parking spaces should drain to the aisle so that the water does not collect and freeze in the ADA parking spaces. We should not be adding more hazards to people who already have mobility issues.

3. The ADA striping and markings needs to be redone.





Very truly yours,

A handwritten signature in black ink, appearing to read "George Chin".

George Chin
Zoning Official/Construction Official