

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 ☒ 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 ☒ 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:

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- 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
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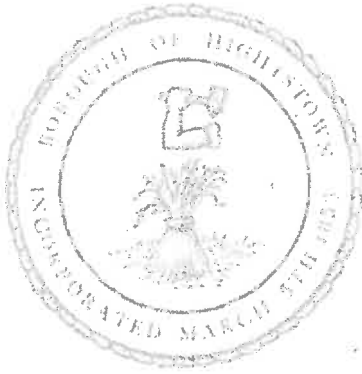
### **Americana Center-Proposed Variances being requested**

No proposed variances are being requested

### **Existing Variances previously granted:**

Section 28-3-7.b.10

Max Impervious Coverage	40% required	75.04% proposed
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## Borough of Hightstown

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

Website: [www.hightstownborough.com](http://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

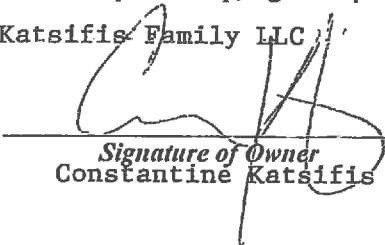
[tax@hightstownborough.com](mailto:tax@hightstownborough.com)

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



**1<sup>st</sup> AMENDMENT  
TO  
LEASE AGREEMENT**

Made this 5<sup>th</sup> 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 1<sup>st</sup> 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:

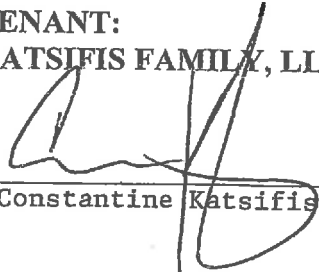
  
DEBRA L. SOPRONYI, CLERK

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](http://www.hightstownborough.com)

July 9, 2014

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

Re: Lease Amendment

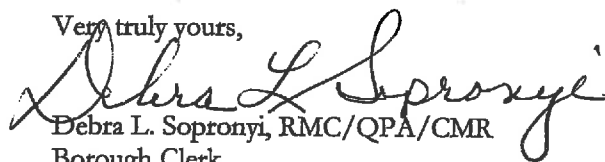
Dear Mr. Katsifis:

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

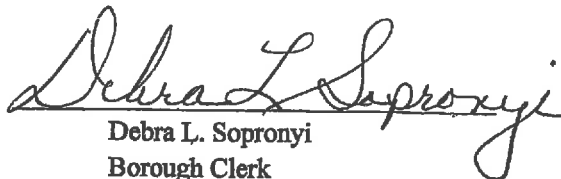
WHEREAS, the proposed revision is set forth in the attached "Second Amendment to Lease Agreement."

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

**2<sup>nd</sup> AMENDMENT  
TO  
LEASE AGREEMENT**

Made this 7<sup>th</sup> 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")**

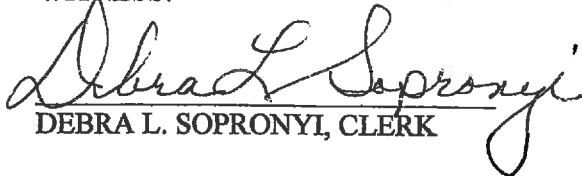
In accordance with N.J.S.A. 40A:12-14(a), and Hightstown Borough Resolution No. 2014-148, attached hereto, the Landlord, Borough of Hightstown, hereby enters into the following 2<sup>nd</sup> Amendment to Lease Agreement with the Tenant, Katsifis Family LLC:

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:

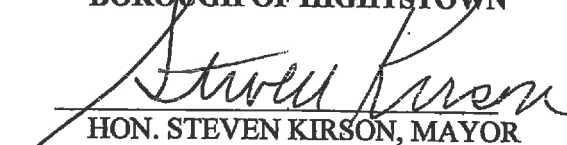
3. Use. The premises are to be used and occupied as a parking lot for the parking of motor vehicles, as well as for the location of temporary farm stands for local farm produce. The Tenant will not, and will not allow others to, occupy or use the Premises or any part thereof for any purpose other than 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: \_\_\_\_\_

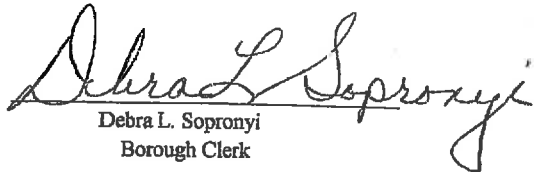
WHEREAS, the Borough Council has considered the within request, and wishes to provide its consent to the same.

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.

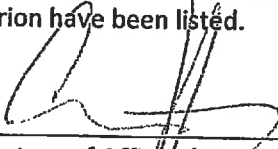
  
Debra L. Sopronyi  
Borough Clerk

**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  
Constantine Katsifis

\_\_\_\_\_  
Date

K  
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 12<sup>th</sup>, 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 12<sup>th</sup>, 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.

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

Mercer County Clerk's Office

Return To:

G THEODORE SIGGELAKIS  
611 NORTH MAIN ST  
HIGHTSTOWN NJ 08520

THREE HUNDRED SEVENTY ONE  
CENT-TRENTS ASSOC  
KATSIKIS 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
NJFRPA	\$	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

Prepared By: *Roger K. Bentley, II*

*Roger K. Bentley, II, Esq.*

DD7 SP 4 80  
RTF 16,230  
16,310

## 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, KATSOFFS REALTY, LLC, whose address is 357 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. Fortitude*  
William F. Fortitude, Secretary

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

VOL 536 UPG 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 Southeastly sideline of New Jersey State Highway Route No. 130 (120' ROW), said point being distant 806.51 feet Northeastly, along the same, from its intersection with the Northeastly sideline of Stockton Street; from thence running

- (1) Along the Southeastly 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 Southwestly line of lands now or formerly Hightstown Mutch; 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 Northeastly 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.**

PERGEE ABSTRACT & TITLE AGENCY, INC.  
AGENT FOR OUR REPUBLIC NATIONAL TITLE INSURANCE COMPANY

PHONE: (609) 882-1000  
FAX: (609) 882-1001

VOL 536 DP6237





State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(G.S. PL. 2004)

GT/RSP-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 (See Instructions Page 2)**

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

100%

Consideration

\$1,550,000.00

Closing Date

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:1-1 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 U.S.C. Section 721, 1031, 1033 or is a cemetery 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 nevertheless 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]*

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

NCIEM - Affidavit of Consideration for  
Use by Buyer  
RTP-USE (Rev. 12/2004) P1904

STATE OF NEW JERSEY  
**AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER**

Printed by ALL-STATE LEGAL  
A Division of ALL-STATE Insurance Co., Inc.  
www.allstate.com 800.338.6112 Page 1

To be recorded with deed pursuant to Chapter 60, P.L. 1993, as amended by Chapter 296, P.L. 1997 (N.J.S.A. 17:27 et seq.)

STATE OF NEW JERSEY

COUNTY OF MERCER

} SS.

**FOR RECORDER'S USE ONLY**

Consideration \$ \_\_\_\_\_  
RFF paid by buyer \$ \_\_\_\_\_  
Date \_\_\_\_\_

**DISPARTY 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 4/25/06

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)

Entire 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 is not zoned residential. Circle Applicable class(es):

1 2 3A 3B (4A) 4B 4C 15

Property classes:  
1 - Vacant Land  
2 - Residential  
3A - Farm (Rural)  
3B - Farm (Rural)  
4A - Commercial  
4B - Industrial  
4C - Agricultural  
15 - Public Property

**(3) FULL EXEMPTION FROM FEE** (See Instruction #4 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by Chapter 60, 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 60, P.L. 1993, as amended through Chapter 60, P.L. 2004

Subscribed and sworn to before me

this 2nd day of May, 2006

[Signature]  
Notary Public

359 Route 130

East Windsor, N.J. 08520

Address of Deponent

Katsifis Realty, LLC

[Signature]

359 Route 130

East Windsor, N.J. 08520

Address of Grantee at Time of Sale

Gus T. Siggeblakis, An Attorney  
at Law of New Jersey.

GUS T. SIGGEBLAKIS, P.S.O.

Notary Company of Notarial Office

**FOR OFFICIAL USE ONLY**

Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

**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; as required by law, but 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/taxation/fees.htm](http://www.state.nj.us/treasury/taxation/fees.htm)

**YOL 5360P6239.**

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. 46:15-5)

  
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 the within  
to the Assessor of the taxing district  
therein mentioned.

PAULA SOLLAMI-COVELLO  
MERGER COUNTY CLERK

VOL 5360 PG 240

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: KATSIKIS REALTY LLC  
Mailing Address: 369 ROUTE 130, EAST WINDSOR, NJ 08520  
Block: 57 Lot: 10  
Additional Lots: NIGHTSTOWN MOTEL

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

5m  
Mercer County Clerk's Office

Return To:

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

RESRMA INC  
KATSIFIS REALTY

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

Employee ID DENAV

RECORDING	\$	24.00
RECORDING	\$	21.00
DARM #3	\$	12.00
DARM #3	\$	3.00
NMD1FA	\$	8.00
NJPRPA	\$	2.00
GRANTEE 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



051570235

VOL 5157 PG 235

DDT 4pgs  
870.00 14360  
RIF  
#9,515.00  
\*4510  
PREPARED BY: HW  
Howard L. Felsenfeld, Esquire

## 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

**KATSIPIE 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 29<sup>th</sup>, 1985, recorded July 24<sup>th</sup>, 1986, in the Mercer County Clerk's Office

VOL 5157 PG 236



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/f 371 Cent-Treule 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.



State of New Jersey  
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION  
(C.55, P.L. 2004)

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

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Rachna, 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)

Cylinder

57

10

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 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 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 consensual 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

Natim V. Doshi

Signature

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

7/20/2005

Date

Bharati N. Doshi

Signature

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

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 20<sup>th</sup>, 2005

In compliance with the statute I have presented an abstract of the within SS to 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 Katselis  
Grantee(s)

**RECORD AND RETURN TO:**  
Joseph Antonakakis, Esquire  
Slavin & 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 KATZINIS 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 1808 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 Size: 1.439 AC

12/15/1997



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

JOSEPH A LAMBARIELLO ESQ  
12 NEW PROVIDENCE RD  
WATCHUNG NJ 07060

KATSIKIS  
CHRISTOS  
KATSIKIS FAMILY

Index DEEDS

Book: 03315 Page 0206

No. Pages 0005

Instrument DEED NO CONSID

Date: 2/04/1998

Time: 2:33:11

Control #: 199802040258

INST#: RD 1998 004531

Employer ID LHSAC

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

STATE OF NEW JERSEY  
Mercer County Clerk's Office

TRANSFER TAX

	\$	.00
Transfer Tax	\$	.00

Catherine DiCostanzo  
Mercer County Clerk



0033150206

VOL3315 PG206

# DEED

Prepared by:

DOC 1855  
1453  
24-00pd

*Joseph A. Lombardi, Esq.*  
Joseph A. Lombardi, Esq.

This Deed is made on December 14, 1987

BETWEEN The Christos 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. 26, 180 feet wide, bearing South 45 Degrees 07 minutes West, 110.80 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 208.07 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, 410 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 Christos 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 251 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.

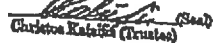
BEING more commonly known as the American Diner, 850 Route 180, East Windsor, NJ

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 16, 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. 48:15-3)

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

VOL3315 PG208

NOTES - Affidavit of Consideration  
KIT-4 (Rev. 1/1/66)  
624

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION OR  
EXEMPTION  
(c. 12, P.L. 1963)

ALL-STATE LEGAL, A Division of  
ALL-STATE International, Inc.  
904-474-1000

To Be Recorded With Deed Pursuant to c. 49, P.L. 1963, as amended by c. 225, P.L. 1936 (N.J.S.A. 42:15-5.1 et seq.)

STATE OF NEW JERSEY  
COUNTY OF Mercer SS.

FOR RECORDERS USE ONLY	
Consideration \$	1.00
Ready Transfer Fee \$	2.00
Date	12-15-97

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #1, 4 and 5 on reverse side)  
Depositor Joseph A. Landriscelli, Esq., being duly sworn according to law upon oath call  
deposited and says that (1) Legal Representative

In a deed dated December 15, 1997, 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) \_\_\_\_\_ and deposited hereto.

Depositor 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 respective amount of any prior mortgages to 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 Depositor claims that this deed transaction is fully exempt from the Ready Transfer Fee imposed by c. 49, P.L. 1963, for the following reason(s): Explain in detail. (See Instruction #7.) More references to exemption symbol is Transfer for no consideration

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes 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.) Depositor claims that this deed transaction is exempt from the increased portion of the Ready Transfer Fee imposed by c. 125, P.L. 1974 for the following reason(s):

- a) SENIOR CITIZEN (See Instruction #8.1)  
☐ 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 owners.
- b) BLIND (See Instruction #8.2)  
☐ 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.
- c) DISABLED (See Instruction #8.3)  
☐ 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 owners.
- \* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDED QUALIFY.
- d) LOW AND MODERATE INCOME HOUSINGS (See Instruction #8.4)  
☐ Applicant's According to HUD Standards.  
☐ Meets Income Requirements of Region.  
☐ Reserved for Occupancy.  
☐ Subject to Rental Controls.
- e) NEW CONSTRUCTION (See Instructions #8.5)  
☐ Entirely new improvement.  
☐ Not previously used for any purpose.  
☐ Not previously occupied.

Depositor 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 c. 49, P.L. 1963.

Subscribed and sworn to before me this 15th day of December, 1997

Christina R. Griffin  
CHRISTINA R. GRIFFIN  
A Notary Public of New Jersey  
My Commission Expires 7/30/1998

Joseph A. Landriscelli, Esq.  
Joseph A. Landriscelli, Esq.  
1700 Morris Ave., Ste 304  
Elizabeth, NJ 07208

Christos Katsifas  
Christos Katsifas  
17 Washington Road  
East Windsor, NJ 08816

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.			
Instrument Number	<u>4531</u>	County	<u>Mer</u>
Deed Number	<u>2315</u>	Page	<u>206</u>
Deed Dated	<u>12-15-97</u>	Date Recorded	<u>12-15-97</u>

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.  
This Affidavit is provided 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 One To Be Retained by County.  
DUPLICATE - Yellow Copy To Be Forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 17:27-8.13).  
REPLICATE - Pink Copy To Be Given to Taxpayer.

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

**DEED**

Dated: December 15, 1997

The  
Christie Katsina  
&  
Georgia Katsina  
Intervenor Trust  
Grantor

Record and return to:

Joseph A. Lambardiello, Esq.  
200 Stanfield Street  
Mountainside, NJ 07092

TO  
The  
Katsina Family  
L.L.C.  
Grantee

In compliance with the notice I have  
presented to the Clerk of the County  
to the Assessor of the taxing district  
therein mentioned.  
CATHERINE D'IOSTANZO  
MORRIS COUNTY CLERK

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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: 359 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: 01887 / 00291

Miscellaneous Data:  
Community Number: 04 Map: 2  
Lot Size: 1.00

NO. 454 1885

LAFFRETTE GENERAL TITLE AGENCY • 18568249163

01/21/2011 18:17



Merger County Clerk's Office

Return To:

TURP COATES ESHL & DRIGGERS  
PO BOX 191

HIGHTSTOWN 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 # 200008150194

INST# RD 2000 032375

Employee ID ARMS

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

0038870291

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Prepared by:

Donald S. Driggers

DD6  
7/1  
\$3000  
#9931

DEED

This Deed is made on Aug-11<sup>th</sup>, 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

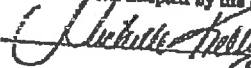
Block No. 7 \_\_\_\_\_ Lot No. 40.02


**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

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**HARRIS SURVEYING, Inc.**  
Professional Land Surveyors & Professional Planners

26 Main Street  
Robbinstonville, 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.  
Kevin 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 213.51 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 RUN; 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

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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. NJ DOT 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

VDL3887 PG296

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION OR EXEMPTION (c.49, P.L. 1968), or  
PARTIAL EXEMPTION (c.176, P.L. 1975)  
To be recorded with deed pursuant to c.49, P.L. 1968,  
as amended by 225, P.L. 1983 (N.J.A.C. 17:27 et seq.)

STATE OF NEW JERSEY  
COUNTY OF MERCER : SS.

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 E. 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 Nightstown, Mercer County and annexed 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 secured 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 FEE:**

Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): (a) consideration of less than \$100.00

**(4) PARTIAL EXEMPTION FROM FEE:**

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 Rental Controls
- ☐ Entirely new improvement
- ☐ Not previously used for any purpose
- ☐ Not previously occupied

**d) NEW CONSTRUCTION**

- ☐ Entirely new improvement
- ☐ Not previously used for any purpose
- ☐ Not previously occupied

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 c.49, P.L. 1968.

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

*Janet Johnson*  
Notary Public for New Jersey  
My Comm. Expires 5/31/02

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

Containing Notarize  
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 Register of Deeds.  
Instrument Number \_\_\_\_\_  
Deed Number \_\_\_\_\_  
Deed Date \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
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. 46:4-5). 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:

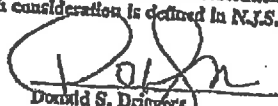
  
Donald S. Driggers

  
Constantine Katsifis

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on 14-11-2008, 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: 14-11-2008

CONSTANTINE KATSIFIS

Record and Return to:

Grantor,

To

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

KATSIFIS FAMILY, L.L.C.

Grantee

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END OF DOCUMENT