

JUL 2 1 2022

Borough of **Hightstown**

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

PLANNING BOARD APPLICATION

The applicant <u>must submit 21 copies</u> 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 Revis	ed General Ordinances	of the Borough of Hightstown
RES	UBMISSION	To be completed by Borough Staff
Dated File	ed JULY 21	2022 Application Number # 2021 - 02
	on Fees:	Escrow Deposit:
Schedule	d for:	6
	Review for Completene	
ŀ	Hearing Date: KSE	PTEMBER 12, 2022 *
		# ¹⁰
1.	APPLICANT	
	Name:	Katsifis Family LLC
	Address:	359 US Route 130 North
		East Windsor, NJ 08520
	Telephone:	<u>609-273-6406</u>
	Fax:	<u>609-371-8361</u>
	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
		<u>1676 Rt. 27</u>
		Edison, NJ 08817
	Telephone:	732-819-9100
		corporation or partnership, please attach a list of the names and address of a 10% interest or more in the corporation or partnership.
2.	The relationship of the	he Applicant to the property in question is:
	Owner 🛛 Less	

3.	If owner is other	er than	applicant, provide the following information:
	Owner:		Borough of Hightstown
	Owner's Addre	ss:	148 N. Main Street
			Hightstown, NJ 08520
	Telephone:		<u>609-490-5100</u>
4.	Type of Applica	ation ((check all that apply)
	A.	\boxtimes	SITE PLAN
			☐ Waiver ☐ Preliminary ☐ Final
			Amendment to an Approved Site Plan
	В.		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.	\boxtimes	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.
26	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_ <u>732-846-8585</u>
		EmailFaxFax
		B. PLANNING CONSULTANT
		Address
		Telephone

		Email		
		Fax		
	Ć.	TRAFFIC ENGINEER		
		Address		
		Telephone	 	ll l
		Email		
		Fax		
	D.	ARCHITECT		
		Address		
		Telephone		
		Email		
		Fax		
	E.	List any other expert who will submit a	report or who will testify for the A	Applicant.
		Name:		
		Field of Expertise:		
		Address		
		Telephone		
		Email		
		Fax		
9.		nt hereby requests that copies of the report e provided to the following of the Applic		ing the
	APPLICAN	T'S PROFESSIONALS	REPORTS NEEDE	D
	Menlo Engin	eering Associates Inc		
	261 Clevelan	d Avenue		
	Highland Par	k, NJ 08904		
	732-846-858	5		
10.		tion from the Tax Collector that all taxes, id is provided.	, water, sewer rents due on the sul	oject property

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.)

Katsifis Family LLC;

Signature of Owner Constantine Katsifis

1st AMENDMENT TO LEASE AGREEMENT

Made this 574 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 <u>N.J.S.A.</u> 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

MARK S. SHANE

Attorney at Law of the State of New Jersey

LANDLORD:

BOROUGH OF HIGHTSTOWN

HON. STEVEN KIRSON, MAYOR

TENANT:

KATSIFIS FAMILA, LLC

B.

BY: Constantine Katsifis

00057556.1

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 <u>unilateral</u> 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.

Vergatruly 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.

Chra 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. 2014-14/3, 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.

	LANDLORD:
WITNESS:	BOROVGH OF HIGHTSTOWN
DEBRA L. SOPRONYI, CLERK	HON. STEVEN KIRSON, MAYOR

TENANT: KATSIFIS FAMILY, LLC 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:

- 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

Sopronyi

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	l Jefferson Way, New Egypt, NJ 08533
4.		>
5.		
6.		•
7.		
8.		
9.		
10.		
10.		
3	undersigned or in another corporation / r	cen percent (10%) or more of the stock / interest in the partnership so reported, this requirement shall be of the non-corporate stockholders / individual partners hip criterion have been listed. Signature of Officer / Partner Date Constantine Katsifis Katsifis Family LLC

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

CERTIFICATE OF TITLE

County of Mercer	, the owner of record in fee simple of the following
	(See Attached Deeds) and recorded in Deed Book
a	Page, and that
the owner has	not sold, assigned, or
any way disposed of <u>their</u>	right
in said lands so far as the records of s	aid County reveal.
	DESCRIPTION
	DESCRIPTION
	DESCRIPTION
	DESCRIPTION
N WITHESS WILEDEGE, AL.	2 = "
N WITNESS WHEREOF, I have hereur ny hand and seal this day of	to placed
N WITNESS WHEREOF, I have hereur ny hand and seal this day of , 20	to placed
ny hand and seal this day of	to placed
ny hand and seal this day of	to placed
ny hand and seal this day of	to placed White
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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



SEP 0 2 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.

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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.

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By: Mark S. Shane

Attorney for Katsifis Family, LLC

Morcer County Clerk's Office

Return To:

G THEODORE SIGGELAKIS 611 NORTH MAIN ST

HIGHTSTOWN

THREE HUNDRED SEVENTY ONE CENT-TRENTE ASSOC KATSIPIS REALTY

ਮ੍ਹੇਰ 08520

Index DEEDS

Book 05360 Page 0235

No. Pages 0006

Instrument REGULAR EXCESS

Date : 5/05/2006

Tima : 11:32:00

Control # 200605050519

Fremi

PD 2006 026706

Employes ID BAROCHO

RECORDING RECORD	4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-	26.00 24.00 15.00 3.00 10.00 2.00 .00 150.00 375.00
UD7 TI RT		375.00
Total:	\$	15,705.00
		1

STATE OF NEW DERSEY Marcer County Clerk's Office

Paula Sollami-Covello Mercer County Clerk



VOL 5 3 6 0 PG 2 3 5

DD7 50 4 80

recovered by Marie Brother II

Deed

This Deed is made on April 28, 2006

ESTWEEN, 371 CENT-TRENTE ASSOCIATES, LTD., a limited partnership lessey 08520, referred to as the "Gartor"(s),

AND, KATEUFIS REALTY, LLC. whose address is 359 Route 130, East Window, New Jersey 88520, referred to 81 the Grantee(s). The words "Granton" and "Grantee" shall mean all Grantons and all Grantons Island above.

Transfer of Ownership. The Granbr grants and conveys (transfers ownership of) the properly described below in the Grantes. This transfer is made for the sum of One Million Five Hundred Fifty Thousand and 00/100 (\$1,550,000.00) politic. Granter administration of this money.

Tax Map Reference. (N.1.5.A. 46:15-1.1) Municipality of East Windows 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 logal description is:

ATTACHED AS SCHEDULE A

BEING the rune lend and premises in a certain Deed maming NETL PIROZZI AND RICHARD 5, PLUMERI, T/A AVARTI ASSOCIATES, A PARTNERSHIP as Granto(s) and S71 CENT-TRENTE ASSOCIATES, LTD., as Grantoe(s), dated November 16, 1984 and recorded July 25, 1985 in the Office of the Heroer County Clerk, Deed Book 2300, Page 129 & c.

Promises by Granton. The Grantor promises that the Grantor has done no act to encomber the property. This promise is called a "covenant as to grantor's acts" (N.1.5.A. 46:4-6), 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 seek the day and year first above written.

G in the presence of:

371 CENT-TRENTE ASSOCIATES, LTD. . .

William P. Portrude, Secretary

By Rose K. Bentley, II. Skalinian

VOL5360PG236.

SCHEDULE A DESCRIPTION

Application No.: PTC-036114

ALL that certain let, perced or tract of land, elimate and lying in the Township of Heat Window, County of Matocrand and Sinds of New Icraey being 2000s particularly described as follows:

BECHNAING at a point in the Southerstony sidelins of New Jossy State Highway Route No. 130 (120' ROW). said point being distout 806.11 feet Northerstony, along the same, from its intersection with the Northerstony sideline of Stockton Street; from theree tunning

- Along the Southersterly sideline of New Jerroy State Highway Roots No. 130, North 45 degrees 07 minutes 03 seconds Rest, 147.06 first to see here pipe found in the Southwesterly line of lands now or formerly Highestown Mutch, therein
- Along the same, South 44 degrees 53 minutes 00 seconds East, 377.50 feet to an iron pipe finest; thence
- South 23 degrees 33 minutes DD seconds West, 158.07 feet to a point in the Markessterly line of kinds now are formerly Faltz Realty Company; thence
- Along the same, North 44 degrees 53 minutes 50 seconds West, 436.00 fact to the point and place of BEGENNING.

FOR INFORMATIONAL PURPOSES ONLY: Reing community income as Lot 9, Block 57 on the Tax Map of the Township of East Windsor.

The shove description was drawn in accordance with a survey prepared by Harris Surveylor, Inc., chied Pelmany

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

Paracac arterol & Tills acord, Dic Acord for Och Referic Haboral Tills Bourance Corpory

YOL 5360PG237

(5-05)



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

Cun	CENT TRENTE ASSOCIANT Regident Address:	ATES LTD				
Sinzi	at: 24.COVENTRY DRIV	E				
FREE	HOLD			ş	tale	Zip Code
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57			Lot(s)		25	A CONTRACTOR OF THE
	Address;		0			Qualifier
Cty, 7	ROUTE 130 Fown, Post Office					
EAST	TWINDSOD			51	abe	Zip Code
Salige	a Percentage of Owners	Np	Considerati	N	J	D8520
100%		•				Closing Date
	RASSURANCES	izck the Apotophi	विकासिक हैं	-	constant in	5/2/2008
5. 图 6. 口 7. 口	I ha tool property belo of the federal internal in an a mortigager core as additional consideration of the federal internal inter	g sold or transformed. Revenue Code of 152 oring the mortgaged licon. History is an agency and National Mortga, orised and service or sestate or trust and as for the property is 58 J.S.A. SAAS-1-1 et a will not be recognized THE APPLICABLE obligation to fite a or admirstrate of a distors of the decord distors of the decord	is used exclusively 50, 25 U.S.C. s. 12: properly to a morty or authority of the in ge Association, the mortosqu insurance is each not required is such not required ,000 or less and as aq. if for Federal Income SECTION). It such was design income was served.	is my principal resi ages in foreclosure inhed States of Am Federal Home Lose company to make an extensi such, the seller is a text purposes und accidentions over not we	daces while or in a tran arica, an ag a Mortgage and payment and required or EP.C. So: librately ap	
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RCHA-Amint of Constanting the by Report RTP-ICE (Rev. 197000) PAGGE Printed by ALL STATE LECALOR
A Distribut of ALL-STATE Integral STATE OF NEW JERREY APPIDAYIT OF CONSIDERATION FOR USE BY BUYER. (Chapter & P.L. 1904, as muscled timoth Chapter & P.L. 2009) arranged to Chapter & P.L. 1909, as mounted by Chapter 190, P.L. 190 (PC.R.A. 42: [6-5 et 2013) BTATE OF NEW JERSEY FOR RECORDER'S USE ONLY COUNTY OF MERCER Consideration \$ RTP paid by buyer \$ CIPARIT OR LEGAL REPRESENTATIVE (See Sandructions #8 and #1 on reverse side) Deponed Constantine Katsifin paint uply ander securities to Jan alou prefer outp' golores and selathat he/she is the <u>Author's ged Hambers Saturiffs Boalty, Fire</u>

British Santa Santa Laginarda, Separation, Married Sa, Land, Land, Lord hadedouted 4/28/06 transferring real property blandified or Black No. 57 located at 375 Route 130, East Mindson, Mexican County Lal. No. 9 and sunered hereto. COCONSIDERATION \$1.550,000,00 (See Instructions #2 and #5 on reverse side) Multire consideration is in excess of \$1,000,000.00: (A) When Grantes pays: Zoned for residential new, whether improved or not Pakiby grantee. (B) When Grantes does not have to pay, fill not below: Ci Property scaling at date of transfer COMMERCIANT.

Ci Property class if not sened residential. Carle Applicable class(es): 1 E 2A 4B (4A) 4B (3) FILL EXEMPTION FROM FEE. On Instruction of our remote olds!

Depotent states that this dead intersection is fully exempt from the Resky Transfer Fee imposed by Chapter 49, P.L. 1988, on amounted through Chapter 60, P.L. 2004 for the following ressents). More reduced to everythin symbol is not sufficient. Depressal makes this Alliforit to induce the Oburty Clerk or Bayfrour of Decks to record the dead and accept the fee architected betwellt in accordance with the provisions of Casting of File 1969, as amended through Casting of File 1969, as amended through Casting of File 1969, as amended through Casting of Casting of File 1969, as amended through Casting of Casting Oburth of Casting Obu Sporter of populat

359 Route 130

Sast Window Val. 08570

Miron of Departed

Miron of Organization

Miron of Orga GDS T. SINCEPARIS, An Attorney at Las of Mes dersey. GOS T. SIGGELUCIS, PSO. FOR OFFICIAL USE ONLY with Money

DEFORMANT. SEPONE COMPLETION THIS APPOAYS, PLEASE READ THE SHYRDCING ON DESCRIPTIONS SHE REVERSE SHE HERESOF.
This form is presented by the Director, Division of Execution in the Department of the Director, as required by the Director of the Director of the Director by the present of the Director of t

Dala Petersied

Doed Marsh

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State of New Jersey:

County Of Mercer:

- (b)
- this person is the Chairman of 371 Cent-Trents Associates, Ltd., the limited partnership association remed in this Deed; this Deed was signed, scaled and delivered by the limited partnership association as its voluntary act duty authorized by the members; this person signed this proof to attest to the truth of these facts; and the full and actual consideration paid or to be paid for the transfer of title is \$1,550,000,000 (such consideration is defined in N.1.5.A. 46:15-5)

A Metary Public of Serv Junes.
A Metary Public of Serv Junes.
A Metary Public of Serv Junes.

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 texting district therein mentioned.

PAULA SOLLAMI-COVELLO MERCER COUNTY CLERK

YOL 5360 PG 240

CITY OF DOCUMENT

DECEMBER INSCRIPTION

State: MEH JERSEY County: HERCER Municipality: IRST WINDSOR TWP Block: 57 Let: 10

Property Information: Street Address: 369 Rows 110 Owner Hame: Karstrie Realer 120 Moiling Address: 369 ROWE 130, EAST WINDSOR, MY 08520 Block: 57 Additional Yols: HIGHTSTONE MOTEL

Assessment Data;
Land Value: \$ 277,200 Tax Year: 12/31/2010
Tatal Value: \$ 24,600 Taxon: \$ 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:
Sele Frice: \$ 1000000
Book/ Page: 05157 / 00235

Kiscellancous Data:
Community Number: 01
Lot Sise: 2151440

Map: 12

7/18/05

Mercer County Clerk's Office

Return To:

JOSEPH ANTONAKAKIS ESQ SLAVIN & MORSE 234 MAIN ST WOODBRIDGE NJ 07095

RESHMA INC

KATSIFIS REALITY

Index DEEDS

Book 05157 Page 0235

No. Pages

Instrument REGULAR EXCESS

Date : 9/19/2005

Time : 9:33:44

Control # 200509190127

Inst#

RD 2005 054634

Employee ID DENAV

RECORDING		
RECORDING		24.00
DARM #3	÷.	21.00
DARM \$3		12.00
NMD1 PA	Ģ	3.00
NJPRPA	\$	8.00
ADPATER	4	2.00
GRANTER TX	\$.00
DD7 T1 CO	\$	150.00
DD7 T1 BT		730.00
All Other	*	375.00
Total:		9,050.00
	*	9,645.00

STATE OF NEW JERSEY Mercer County Clark's Office

Catherine DiCostanzo Mercer County Clerk



VOLS | 57 PG 235

DD7 4pgs \$70.00 Hy360 \$75.00 \$EPAREDBY: W/ #9575.00 Howard L. Felicofeld, Esquire #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 Granter 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

VOL5 157 PG 236

LAPUED BY COMMONINGATIN LAND THE INCHESION CONTANT



File No. ST-00126

SCHEDULE A-4 (Revised)

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

BEGINNING at an iron pipe found in the Southeasterly 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-Treute Associates, Ltd.; from thence .

- Along the Southeasterly addline of New Jersey State Highway U. S. Route No. 130, North 45 degrees 07 (1) minutes 00 seconds East, 215.00 feet to an fron pipe found; thence (2)
- South 44 degrees 53 minutes00 seconds Exst, 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

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.

GT/REP-3 (6-05)



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

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	ves, fre .			SERVICE CONTRACT	P. Profession	
Cun	ent Resident Addr					
City.	t: 7 Archerst Way Town, Post Office					
	iton Juneten				State	
FRO	EDTVILLEDON	O management				Zip Codo
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		YOL5 157	BC33B		and all	

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.

RESHMA, INC. Plesione. By: Nitin V. DeSai

RESHMA, INC. 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 ssio the Assessor of the taxing district therein mentioned.

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 algried 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).

> Howard L. Felsenfeld, Esquire Attorney at Law; State of New Jersey

Reshma, Inc. Grantor(s)

Constantine Katalita Grantee(a)

RECORD AND RETURN TO:

Joseph Antonakskie, Esquire Blavin & Morse, LLC 234 Main Street Woodbridge, New Jersey 07095

END OF DOCUMENT

Vol5157 PG239

PROPERTY IMPORMATION

State: MEN DERSEY County: MERCER Municipality: East Minoson The Block: 57 Lot; 11

Property information:
Street Address: 359 Route 130
Owner Mane: Tent Marylyts Fabric L.L.C.
Hailing Madress: 58 ORK CREEK RD, RAST MIRDSOR, MY 08520
Riock: 57
Lot: 11
Additional Lots: Americana biner

Associated 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 Mac: Commercial 1808 10320 gy *Mot to be used to determine "rapidential was" for the purposes of P.L. 2004, C. 66, section 8.

Transfer Date:

Sale Price 5 1

Book / Rage: 03315 / 00206

Miscallaneous Data:

Community Mumber: 01

Lat Size: 1.499 AC

Map: 12

2/15/1997



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

ODSEPH A LAMBARIELLO ESQ 12 NEW PROVIDENCE ED WATCHUNG EJ 07060

EXTRIPLS EXMILE CHRISTOS CHRISTOS Index Deeps

Book 03315 Page 0206

No. Pages 0005

Instrument DEED NO COMEID

Date : 2/04/1998

Tima : 2:33:11

Control # 199802040258

INST# RD 1998 004531

Employee ID LIEAC

STATE OF NEW JERGEY Marder County Clerk's Office

TRANSPER TAX

.00

Transfer Tex # .00

Catherine Dicostanzo Mercer County Clerk



VOL33 | 5 PG 2 O 6

DEED

Prepared by:

This Deed is made on December B. 1887

BETWEEN The Christop Katelite and Goorgia Katelite, Interview Trust, of 17 Huntington Road, East Brunswick, New Jersey, referred to as the Grantor,

AND The Estetite Family L.L.C., referred to as the Grantes. The words "Grantes" and "Grantes" shall make all Grantess and all Grantess listed short.

Transfer of Ownership. The Granter grants and sonveys (transfers ownership of) the property described below to Grantee. This transfer is made for the sum of one Bollar (LOQ). The Granter schooledges receipt of this money.

Tax Map Reference. (N.J.S.A. 48:18-2.1) Township of East Window

Block No. 57

Lot No. 11

Account No.

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

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

BECOMMING at a pipe in the southeasterly line of New Jersey State Highway Route U.S. 180 formarly Now Jersey State Highway Ro. 25, 180 feet wide, bearing South 45 Degrees Of minutes West, 210,50 feet along seld southeasterly line from the middle of the contrate bridge over Rocky Enolt; and number slong lends of the Borough of Hightelowa the following 2 courses and distances;

- (1) South 18 degrees West, 153,80 feet to a pipe thance
- (2) South 29 degrees East, 184,84 fact to a piper themes
- (3) along the middle of a dirch, South 27 degrees 47 minutes 50 seconds West, 232.10 fest to lands now or farmedy Philip Gold: thence
- (Q along said lands now or immerly Philip Gold, North 44 degrees his scinates 86 estoude West 209.07 feat to a pipe in the afrevesid contressory line of New Jerrey Highway Boule UR 180; thanks
- (3) along said southeartestly Has of New Jersey state Highway Bouts US 130, North 45 degrees 07 minutes sent, 410 feet to the point and place of REGINATIO.

BRING Tax lot 11 in Blook 57 on the Tax Rolls of the Township of East Windson

BERMS the same premises conveyed to The Christos Katellis and Georgia Katellis Intervives That by Daed from Constructions Flaviorie, and Limberte Flaviorie, dated June 15 1896 and recorded in the Mercer County Glock's Origin in Book 201 of Daeds for each County at Page 255.

BEING the same premises conveyed to Constantines Flaciotic and Limberts Philiptic by Deed from Harry Compositor and North Compositor duted June 14, 1963 and recorded in the Marces Comp Charle Office on July 7, 1968 Book 2121 page 855.

BEING more commanly known as the American Direct 200 Routs 180, fast Windson, NJ

STATE OF NEW JERSEY, COUNTY OF Valor

ES.1

I CHENTET that on December | 1997, Christon Habifig and Georgin Hatelile personally each person);

(a) | Se maned in and personally signed this Deed;

(b) | Se maned in and personally signed this Deed;

(c) | Manual in the Deed is to get the Deed as his or her art and deed; and

is named in and parametry signed this Deed; Signed, seeled and delivered this Deed as his or her art and deed; and mude this Deed for one OLOO doller as full and actual consideration paid ar to be paid for the branche of title, (such consideration is defined in N.J.S.A. 48:15-3.)

VOL3315 PG208

HCME-ACINE & Continues RTF-1 (Rm. 1/1/86)

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ALL-STATE LEGAL, A Distance ALL-STATE International, Inc. 904-171-Days

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	COUNTY OF ACTUAL EST. COUNTY OF ACTUAL STATE
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	in a Good dated occuper 15, 1997 _ investoring real property Martified on Block No. 57
	Let Na. 1 located at 1559 Route 130 Frant 120 and 120
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	(4) PARVIAL EXEMPTION PROM FEE NOTE AR boson below people to grandomly only. ALL, BOXES IN any SUPPLIANT CARROWS MUST BE CHECAED. Feders in do so sell sold states for partial assessment. ALL, BOXES IN Last for the following states of the partial assessment. (See hast-uniform fig. L. 1978 for the following states of the partial assessment.)
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	in a deed dated December 15, 1997, interigring real property Mertified on Block No. 57 Led No. 10 Control at 359 Acres 130 Egy Vinching of Block No. 57 Control Delay Service that with respect to deed hereto amended, the actual amount of somey and the secretary who of they are the secretary of the tenth of the property of the secretary who of they are the secretary of the secretary who of they are the secretary and the secretary of the secretary who of they are the secretary and the secretary of the secretary property of the secretary and the secretary of the secretary who of they are they are the secretary property to peed for the secretary and the secretary who of they are they are the secretary property of the secretary and the secretary such as they are they are they are the secretary and the secretary property of the secretary of th
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-	non-negative - Flate Dayly in print file days.

4013315 PG209

DED

Dated: December /5, 1997

The Christos Katsifis de Georgia Katsifis Intervires Trust Granter

TO The Recalific Parally LLQ Grantes Record and return for

Joseph A. Lambariello, Esq. 200 Sindlald Street Mountainaide, NJ 07082

in compliance with the statute I beyon to the fassessor of the basing didulation that we have been a compliance of the basing didulation of the ba

YOL3315 PG210

END OF POCUMENT

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DECOMBREM INCOMPRIOR

State: MEN GERRRY County: MERCER Numberpality: HIGHTSTONN BORD ... Block: 7 Lot: 40.02

Property Information: Surcot Address: OAK MANE Owner Mane: IATELYSIS, FAMILY LLC Mailing Address: 259 ROUTE 130, EAST MINDSOR, EJ 08520 Rlock: 7 Lot: 40.02

Assessment Data:
Land Value: \$ 47,500 Tax Year: 12/31/2010
Total Value: \$ 47,500 Taxes: \$ 1,499 Westinated

*Property Use:
Vacant Land
*Not to be used to determine "residential use" for the purposes of
P.L. 2004, c. 66, section 5:

Sale Prior: 8 1 Book Page: 03887 / 00291

Miscellandous Mate: Committy Number: 04 Lot Size: IRP

kap; 2

Merger County Clark's Office

Ruturn To:

TURP CONTES ESEL & DRIGGERS

PO BOX 191

HIGHTSTORM MJ 08520 Index DEPOS

Book 03887 Page 0291

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Instrument DEED NO COREID

Date : 8/16/2000

Time : 1:22:40

Control # 200008160194

INBT

RD 2000 032375

Constanting EXTSIVE PAMILY

KATELFIS

Employee m ANNE

RECORDING. 30.00 . .00 .00 -00 -00 .00 .00 .00 -00 Total: 30,00

EDATE OF REN JERSEY Morcer County Clark's Office

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Catherine DiCostanzo Mercer County Clerk



VOL3887 PG291

Propaged by: Donald S. Driggers 49934 DEED This Deed is made on eetween constantine katsibis whose address is 359 Routs 130, East Windson, New Jersey, 08520 referred to as the Grantor, AND KATSIFIS FAMILY, LL.C. whose address is 359 Routs 130, East Windsor, New Jersey, 08520 referred to as the Granton. The words "Grantor" and "Grantes 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 Grantoe. 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 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 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 Schedole "P" 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 macing of the Herough of Hightstown Planning Board and resolution adopted by the said Borough of Hightstown Planning Board and resolution adopted by the said Borough of Hightstown Planning Sport on Suggest 9, 1999. Chairman VOL3867 PG292

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HARRIS SURVEYING, Inc. Professional Land Surveyors & Professional Flanuers

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

Thomas A. Hanis, P.L.S. & P.P. Thomas A. Hanis, Jr. P.L.S. & P.P. Kovin P. Hartie, P.L.S. & P.P.

DESCRIPTION OF DOROUGH OF HIGHTSTOWN, MURCER COUNTY, NEW JERSEY

BEGINNING AT AM IRON PIN (TO BE SET) MARKING THE SOUTHEASTERLY CORNER OF NEW LOT 40.02 AND BEING THE MORTHWESTERLY CORNER OF NEW LOT 37.01, EAID POINT BRING DISTANT 233.51 FRET ON A COURSE OF NORTH 65 DEGREES 15 MINUTES 00 SECONDS WEST FROM AN IRON PIN (FOUND) IN THE MORTHWESTERLY LINE OF OAK LANE (30 FOOT RIGHT OF WAY), AND RUNE; THENCE

- ALONG THE MORTHEASTERLY LINE OF LANDS NOW OR FORMERLY OF MONCAN, INC., NORTH 66 DEGREES IS MINUTES 00 SECONDS WEST, A DISTANCE OF 176.64 FEBT TO AN IRON FIN (TO BE SET) MARKING THE MUNICIPAL BOUNDARY LINE BETWEEN THE BOROUGH OF HIGHTETOWN AND THE TOWNSHIP OF EAST WINDSOR, THENCE
- ALONG SAID MUNICIPAL BOUNDARY LINE, NORTH 28 DEGREES 12 MINUTES 41 SECONDS EAST, A DISTANCE OF 218.91 FEBT TO AN IRON PIN (POUND) CORNER TO LANDS ROW OR FORMERLY OF THE BOROUGH OF HIGHISTOWN; THERCE
- ALONG THE SOUTHWESTERLY LINE OF SAID LANDS OF THE BOROUGH OF HIGHTSTOWN, SOUTH 56 DEGREES 16 MINUTES 59 SECONDS EAST, A DISTANCE OF 23/A3 FRET TO AN IRON PIN (TO BE SET) CORNER TO NEW LOT 3)
- ALONG THE MORTHWESTERLY LINE OF NEW LOT 40.01 & NEW LOT 37.01, SOUTH 45 DEGREES 32 MINUTES 09 SECONDS WEST, A DISTANCE OF 138.24 FREET TO THE POINT AND PLACE OF REGINNING. 4)

Subject to easements and restrictions of record if any.

THIS WRITTEN DESCRIPTION IS IN ACCORDANCE WITH A SURVEY AND EQUIDARY ADJUSTMENT FOR CHRISTOS KATSIFIS & CONSTANTINE KATSIFIS 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 Katisfis the 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 Proliminary and Final Site Plan appoyal for the expanded Diner parking lot, checklist walvers (#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 automitted 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:

- The proposed use (i.e. and commercial parking) is not a permitted use in the R-3 District.
- 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
- The property located in Hightstown abuts the Borcugh's Recycling Center and Wasto Water Treatment Plant.
- 4. The proposed Oak Lane duplex housing is not consistent with the R-3 Zone and the Borough Master Plan.
- 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.

. VOL3887 PG294

- The applicant has agreed to limit the residential development of the Oak Lane property to two conforming single family dwellings; and
- 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:

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

NOW, THEREFORE, HE IT RESOLVED that conditioned upon implementation of the approved Preliminary/Floal 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 Eg.pr.t. and w. are granted (latest Revised Plan dated \$/10/99) subject to the following conditions.

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

- 5. All site lighting shall avoid any spillover outo adjacent properties.
- All site drainage, feacing, 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 fenoing located in Highistown shall be maintained and replaced as needed in perpensity.
- The landscaping and fencing located in Highistown shall be maintained and replaced as needed in perpetuity.
- 10. All other conditions if say, which have been agreed to or which may have been imposed are incorporated becein 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

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.

VOL3887 PG296

AFFIDAVIT OF COMMIDERATION OF EXCEPTION (C.49, P.L. 1968), or PARTIAL EXCEPTION (C.176, P.L. 1973)
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	W.	然此不是不是相关的文字中的主要的相对对方的。 No y-10-15	E, 4			

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 mailing a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs	tigage or allowing a judgment to be entered against the Granton this Devil as of the date at the top of the first page.
	and next as of the date at the top of the first page.
Witnessed by: Dought S, Driggers	Constantine Katshis
STATE OF NEW JERSEY, COUNT	VOFMERCER SS.
I CEPTIER	1. 2000, Constantine Katriffs, personally came before my satisfaction, that this person (or if more than one, each
(c) made this Don't for the	onally signed this Deed; livered this Deed as his or her act and deed; and 1.00 as the full and actual consideration paid or to be paid for (Such consideration is defined in N.J.S.A. 46:15-5.)
ä	Donald S. Drityers Attorney at lan of New Jersey
Principles (Constitution of the Constitution o	for fourtheast with fire exhibits I have be the Assessor of the within presented on abstract of the within the fourtheast with fire exhibits I have been maritimed.
DEKD	Dated: Adjacen Country Charge
Constantine Katsiris	: Record and Return to:
Granter,	B
To	TURP, COATES, ESSL AND DRIGGERS
Katsifis family, LLC.	A Professional Corporation - 170 SOUTH MAIN STREET
Grantee	F.O. BOX 191
	: Hightstown, n.l. 08520
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VOL3867 PG298