Preliminary Investigation



Block 125, Lots 1 & 3 Bernardsville, NJ Topology | 60 Union St #1 Newark, NJ 07105

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Introduction

Study Authorization

The following preliminary investigation has been prepared for the Borough of Bernardsville Planning Board to determine whether certain properties meet one or more of the criteria to qualify as non-condemnation areas in need of redevelopment under N.J.S.A. 40A:12A-5. The Borough Council of Bernardsville authorized the Planning Board, through Resolution 22-25, annexed hereto as **Appendix A**, to conduct this preliminary investigation to determine whether designation of Block 125, Lots 1, 2 and 3 as shown on the official tax map of the Borough of Bernardsville (the "Site," "Property" or "Study Area") as a non-condemnation area in need of redevelopment is appropriate and in conformance with the statutory criteria in N.J.S.A. 40A:12A-5.

Parcel Identification

In the course of research conducted while preparing this report, it was discovered that Lots 1 and 2 were merged following a Planning Board resolution in 1991. Consequently, although many of the maps contained herein show three separate parcels, the analysis considers Lots 1 and 2 as a single consolidated lot. When reference is made to the parcels before the merger, they are identified as "Original Lot 1" or "Original Lot 2."



Map 1: Study Area boundary.



Summary of Findings

The analysis contained within this report will serve as the basis for the recommendation that Block 125, Lots 1 (inclusive of Original Lot 1 and Original Lot 2) and 3 qualify as a non-condemnation area in need of redevelopment.

Redevelopment Process

Legal Authority

New Jersey's Local Redevelopment and Housing Law (the "LRHL") empowers local governments to initiate a process by which designated properties that meet certain statutory criteria can be transformed to advance the public interest. Once an area is designated "in need of redevelopment" in accordance with statutory criteria, municipalities may adopt redevelopment plans and employ several planning and financial tools to make redevelopment projects more feasible to remove deleterious conditions. A redevelopment designation may also qualify projects in the redevelopment area for financial subsidies or other incentive programs offered by the State of New Jersey.

Redevelopment Procedure

The LRHL requires local governments to follow a process involving a series of steps before they may exercise powers under the LRHL. The process is designed to ensure that the public is given adequate notice and opportunity to participate in the public process. Further, the redevelopment process requires the Governing Body and Planning Board interact to ensure that all redevelopment actions consider the municipal Master Plan. The steps required are generally as follows:

- A. The Governing Body must adopt a resolution directing the Planning Board to perform a preliminary investigation to determine whether a specified area is in need of redevelopment according to criteria set forth in the LRHL (N.J.S.A. 40A:12A-5).
- B. The resolution authorizing the Planning Board to undertake a preliminary investigation shall state whether the redevelopment area determination shall authorize the municipality to use all those powers for use in a redevelopment area other than the use of eminent domain (non-condemnation redevelopment area) or whether the redevelopment area determination shall authorize the municipality to use all those powers for use in a redevelopment area, including the power of eminent domain (condemnation redevelopment area).
- C. The Planning Board must prepare and make available a map delineating the boundaries of the proposed redevelopment area, specifying the parcels to be included to be investigated. A statement setting forth the basis of the investigation or the preliminary statement should accompany this map.
- D. The Planning Board must conduct the investigation and produce a report presenting the findings. The Board must also hold a duly noticed hearing to present the results of the investigation and to allow interested parties to give testimony. The Planning Board then may adopt a resolution recommending a course of action to the Governing Body.
- E. The Governing Body may accept, reject, or modify this recommendation by adopting a resolution designating lands recommended by the Planning Board as

an "Area in Need of Redevelopment." The Governing Body must make the final determination as to the Condemnation Redevelopment Area boundaries.

- F. If the Governing Body resolution assigning the investigation to the Planning Board states that the redevelopment determination shall establish a Condemnation Redevelopment Area, then the notice of the final determination shall indicate that: (i) the determination operates as a finding of public purpose and authorizes the municipality to exercise the power of eminent domain to acquire property in the redevelopment area, and (ii) legal action to challenge the final determination must be commenced within forty five (45) days of receipt of notice and that failure to do so shall preclude an owner from later raising such challenge.
- G. A Redevelopment Plan may be prepared establishing the goals, objectives, and specific actions to be taken with regard to the "Area in Need of Redevelopment."
- H. The Governing Body may then act on the Plan by passing an ordinance adopting the Plan as an amendment to the municipal Zoning Ordinance.
- I. Only after completion of this process is a municipality able to exercise the powers under the LRHL.

Redevelopment Process

In satisfaction of Part A above, the Bernardsville Borough Council adopted Resolution 22-25 on January 10, 2022, which is on file with the Municipal Clerk. The resolution authorizing a non-condemnation preliminary investigation and a map outlining the area to be investigated, which satisfy Part B and C above, are included as **Appendix A** and **Appendix B**, respectively.

Purpose + Scope

In accordance with the process outlined above, this Preliminary Investigation will determine whether the Study Area within the Borough of Bernardsville can be appropriately designated under N.J.S.A. 40A:12A-5 as a non-condemnation area in need of redevelopment. This study was prepared for the Bernardsville Planning Board and was duly authorized by the Borough Council.

The scope of work for the investigation encompassed research including, but not limited to: review of available municipal property records including tax records, permit records, violation records, planning and zoning records, and building records; review of historic maps; review of the existing zoning ordinance, zoning map, and Master Plan for the Borough of Bernardsville; and site visits including internal building inspections on February 18, 2022 and April 5, 2022 and aerial photography on April 11, 2022.

Background

Study Area Context



Map 2: Study Area context.

The Study Area is in the southeastern section of Bernardsville, roughly 600 feet northeast of the Bernardsville Train Station. The Study Area is bounded by Olcott Square and Morristown Road (US 202) to the north, Mount Airy Road (CR 525) to the west and rail lines serving NJ Transit's Gladstone Branch to the south. The site features commercial uses, with a large portion of the lot consisting of parking devoted to those uses. Surrounding land uses are commercial, with the exception of the Masonic Lodge directly east of Lot 3. Land use becomes more residential further north on Anderson Hill Road and south on Mount Airy Road (CR 525).

Major roadways providing site access include US 202, known locally as Morristown Road, and CR 525, known locally as Claremont Road and Mount Airy Road. The Site is close to Interstate-287, which is accessible via US 202. The Bernardsville Train Station nearby provides access to the Gladstone Branch of the Morris & Essex Line.

Property History

Originally named Vealtown, Bernardsville was renamed in 1840 after Sir Frances Bernard, the colonial Governor of New Jersey from 1758 to 1760. The Study Area developed

alongside Bernardsville in the subsequent years, and played a continuous role in the Borough's evolution. Like much of the area surrounding the train station, over the course of history the Study Area has featured a range of land uses that have been complementary to nearby rail and eventually major roadways.

Historical Sanborn maps, a historic map of Bernardsville created by John Charles Smith, and deed and property tax records, were used to trace the evolution of the buildings and their uses. Snapshots of the Sanborn maps are shown in the figure below.

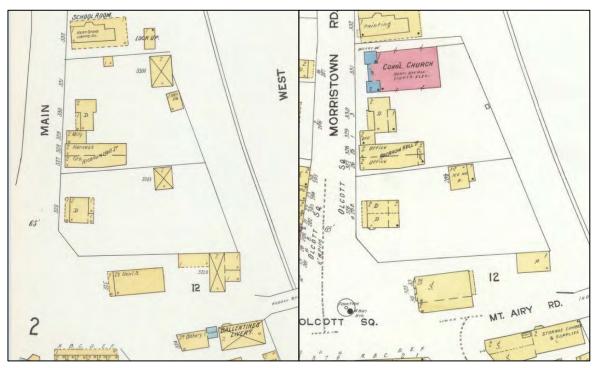


Figure 1: Sanborn Maps from 1901 and 1923 showing development in and around the Study Area.

The buildings in the Study Area have served numerous functions. The building on Original Lot 1 was first used as a general store following its construction around 1878. The original building burned down in 1987 and was demolished leaving the foundation. This foundation was incorporated into the new foundation of the structure that stands today. Original Lot 2 is home to a structure referred to locally as the Boylan House or Liddy Building. Sanborn maps from 1901 to 1923 indicate the structures were used for residential dwellings at this time before being converted to their current, commercial uses. Lot 3 was home to several commercial uses in the early 1900s, including a dress shop, harness store, grocer, and tailor shop. By 1923, the Sanborn maps depict it being used as a split office building.

TOPO



Figure 2: On-site existing conditions.

The Study Area consists of Block 125, Lots 1 and 3. Based on information from the Borough Tax Assessor, the area of Lot 1 is 0.63 acres and the area of Lot 3 is 0.63 acres.¹ The deeds for these properties are annexed as **Appendix E.**

The topography on site generally slopes downward from east to west and from north to south. US-202 is situated towards the front of the lots, and the NJ Transit rail right-of-way runs along the rear of the properties.

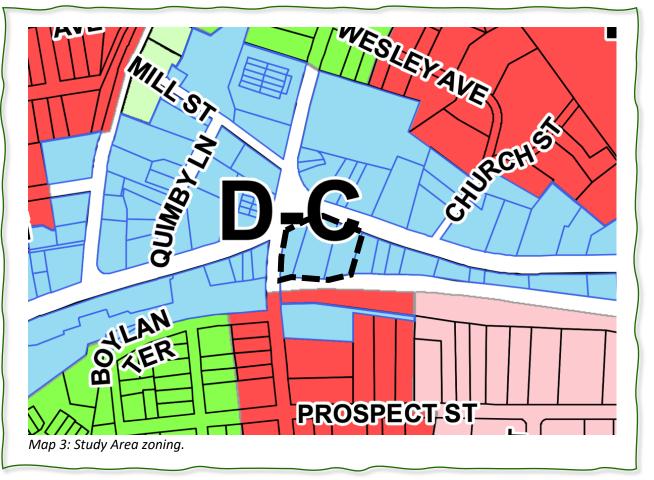
Three buildings are located in the Study Area. The two buildings on Lot 1 include a restaurant, medical office, vacant ground floor office space, an integrative medicine center, a mental health counsellor and a law office. Lot 3 includes a test preparation center, an art gallery and a florist.

The buildings utilize a shared surface parking lot in the rear of the property. The parking lot has access points from Mount Airy Road and US-202.

TOPO

¹ A survey conducted by Yannaccone Villa & Aldrich, LLC that was inclusive of portions of the property located within the adjacent rights-of-way calculates the area to be 1.191 acres. The survey is annexed hereto as **Appendix D**.

Existing Zoning

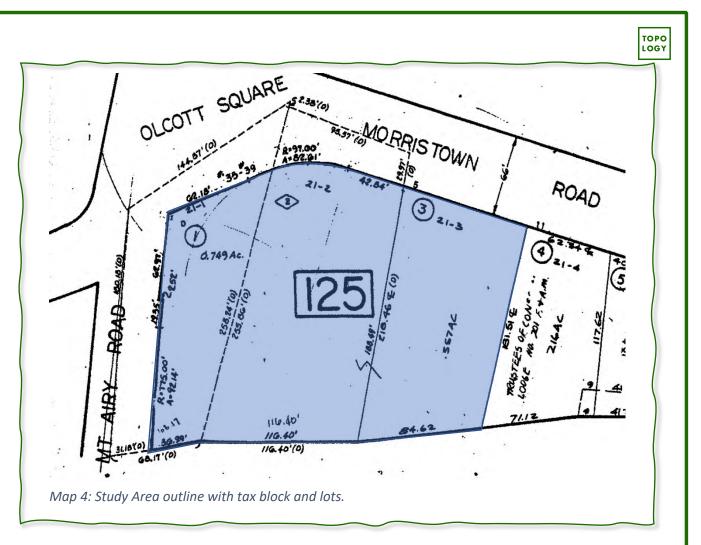


The Study Area lies within the Downtown Core (D-C) zoning subdistrict. Permitted principal uses in the zone include artisan manufacturing, educational institutions, offices, personal care, recreation, residential, restaurants, and retail. The maximum building height in the D-C subdistrict is 3 stories and the maximum lot coverage is 90%.

Ownership

A review of the Borough's property tax records was conducted to determine current ownership information. The table below shows the most current ownership records based on records from the Borough's Tax Assessor. Tax records are annexed hereto as **Appendix C.**

		Property	Area			
Block	Lot	Class	(Acres)	Address	Owner	Note
125	1	4A	0.63	39 Olcott Square	Palmer Enterprises LLC	
						Consolidated
125	2	4A		35 Olcott Square	Palmer Enterprises LLC	with Lot 1
125	3	4A	0.36	5 Morristown Road	Palmer Enterprises LLC	



Assessed Value

Property tax records from were analyzed to determine the assessed value of each property in the Study Area. The value of the land and improvements thereon is displayed in the table below. Tax records are annexed hereto as **Appendix C.**

Block	Lot	Land Value	Improvement Value	Cumulative Value				
125	1	\$846,600	\$1,235,900	\$2,082,500				
125	2	Consolidated with Lot 1						
125	3 \$447,050		\$681,500	\$1,129,000				

Application of Statutory Criteria

Introduction

The "Blighted Areas Clause" of the New Jersey Constitution empowers municipalities to undertake a wide range of activities to effectuate redevelopment of blighted areas:

"The clearance, replanning, development or redevelopment of blight areas shall be a public purpose and public use, for which private property may be taken or acquired. Municipal, public or private corporations may be authorized by law to undertake such clearance, replanning, development or redevelopment; and improvements made for these purposes and uses, or for any of them, may be exempted from taxation, in whole or in part, for a limited period of time... The conditions of use, ownership, management and control of such improvements shall be regulated by law." NJ Const. Art. VIII, Section 3, Paragraph 1.

The New Jersey Local Redevelopment and Housing Law implements this provision of the New Jersey Constitution, by authorizing municipalities to, among other things, designate certain parcels as "in need of redevelopment," adopt redevelopment plans to effectuate the revitalization of those areas and enter agreements with private parties seeking to redevelop blighted areas. Under the relevant sections of the LRHL (N.J.S.A. 40A:12A-1 et. seq.), a delineated area may be determined to be "in need of redevelopment" if the governing body concludes there is substantial evidence that the parcels exhibit any one of the following characteristics:

- a) The generality of buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.
- b) The discontinuance of the use of a building or buildings previously used for commercial, retail, shopping malls or plazas, office parks, manufacturing, or industrial purposes; the abandonment of such building or buildings; significant vacancies of such building or buildings for at least two consecutive years; or the same being allowed to fall into so great a state of disrepair as to be untenantable.
- c) Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.
- d) Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.
- e) A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real properties therein or other similar

conditions which impede land assemblage or discourage the undertaking of improvements, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare, which condition is presumed to be having a negative social or economic impact or otherwise being detrimental to the safety, health, morals, or welfare of the surrounding area or the community in general.

- f) Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.
- g) In any municipality in which an enterprise zone has been designated pursuant to the "New Jersey Urban Enterprise Zones Act," P.L.1983, c.303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L.1992, c.79 (C.40A:12A- 5 and 40A:12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L.1991, c.431 (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L.1991, c.441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L.1992, c.79 (C.40A:12A-1 et al.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.
- h) The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.

It should be noted that, under the definition of "redevelopment area" and "area in need of redevelopment" in the LRHL, individual properties, blocks or lots that do not meet any of the statutory conditions may still be included within an area in need of redevelopment provided that within the area as a whole, one or more of the expressed conditions are prevalent. This provision is referred to as "Section 3" and is set forth under N.J.S.A. 40A:12A-3, which states that:

"a redevelopment area may include lands, buildings, or improvements which of themselves are not detrimental to public health, safety or welfare, but the inclusion of which is found necessary, with or without change in this condition, for the effective redevelopment of the area of which they are a part."

Redevelopment Case Law Principles

The New Jersey Local Redevelopment and Housing Law has been interpreted extensively by the New Jersey courts with regard to the specific application of the redevelopment criteria established under N.J.S.A. 40A:12A-5. The bulk of the case law relevant to this analysis has addressed: 1) the minimum evidentiary standard required to support a governing body's finding of blight; 2) the definition of blight that would satisfy both the State Constitution and the LRHL; and 3) the use of the term "faulty arrangement" in the qualification of properties as areas in need of redevelopment.

Standard of Proof: According to the New Jersey Supreme Court's decision, <u>Gallenthin</u> <u>Realty v. Borough of Paulsboro (2007)</u>, a "municipality must establish a record that contains more than a bland recitation of the application of the statutory criteria and declaration that those criteria are met." In <u>Gallenthin</u>, the Court emphasized that municipal redevelopment designations are only entitled to deference if they are supported by substantial evidence on the record. It is for this reason that the analysis herein is based on a specific and thoughtful application of the plain meaning of the statutory criteria to the condition of the parcels within the Study Area as they currently exist. The standard of proof established by the Court in <u>Gallenthin</u> was later upheld in <u>Cottage Emporium v. Broadway Arts Ctr. LLC (N.J. App. Div. 2010)</u>.

The Meaning of Blight: The Supreme Court in Gallenthin emphasized that only parcels that are truly "blighted" should be designated as "in need of redevelopment" and clarified that parcels designated under criterion "e" must be underutilized due to the "condition of the title, diverse ownership of the real properties." Prior to this decision, municipalities had regularly interpreted criterion "e" to have a broader meaning that would encompass all properties that were not put to optimum use and may have been more financially beneficial if redeveloped. Gallenthin ultimately served to constrict the scope of properties that were once believed to qualify as an "area in need of redevelopment" under subsection (e). On the other hand, in 62-64 Main Street LLC v. Mayor & Council of the City of Hackensack (2015), the Court offered a clarification that resisted an overly narrow interpretation, "[this Court has] never stated that an area is not blighted unless it 'negatively affects surrounding properties' because, to do so, would undo all of the legislative classifications of blight established before and after the ratification of the Blighted Areas Clause." The Hackensack case is largely perceived as having restored a generally expansive view of the Housing and Redevelopment Law, except as restricted by the Gallenthin interpretation of subsection (e).

"Faulty Arrangement": The term "faulty arrangement" is used as a basis for blight or "area in need of redevelopment" declarations in legislation from states across the country, including Minnesota, Louisiana, Illinois, and Utah. Given the ubiquity of this term and its lack of clear definition within the text of the LRHL, substantiating the meaning of faulty arrangement and its applicability to the Study Area is essential to substantiating the subsequent claims in the report regarding whether or not properties in the Study Area qualify. New Jersey courts have made several rulings that have clarified the meaning of "faulty arrangement" as it pertains to an area in need of redevelopment designation. These rulings are instructive in evaluating the applicability of the condition to properties within the Study Area. They include:

- <u>62-64 Main Street LLC v. Mayor & Council of the City of Hackensack (2015)</u>
 - "The Board found that Block 205, Lot 8 [(the Moore property)] meets criteria "d" for faulty arrangement of design, which is indicated by the undefined layout and related poor circulation for the parking lot. The conditions have a negative impact on the surrounding properties because it is an unsightly area and the inefficient utilization of the parking area contributes to greater use of the on-street parking resources than would otherwise occur."
 - "The property displayed faulty arrangement of design, had no landscaping or lighting, encroached into the sidewalk along one street, and was economically underutilized. In addition, the report found that the parcel had a negative impact on the surrounding properties because it was unsightly and inefficient, in a way that contributed to greater use of onstreet parking."
- <u>Suburban Jewelers Inc. v. City of Plainfield (2010)</u>
 - "The report identified some particular problems caused by the faulty arrangement or obsolete layout of buildings. One of these, in Block 245, dealt with the PNC Bank and its drive thru facility. Proximity of the drive thru to West Second Street contributes to traffic congestion near the Park Avenue intersection because the queue extends into the street. The problem becomes further aggravated when vehicles traveling west on West Second Street wait to make the left turn. Motorists exiting the bank drive thru are deprived of a clear line of sight at the point where the egress drive intersects with the sidewalk along Park Avenue, enhancing the likelihood of injury to pedestrians. The other similar problem is in Block 316, where "[a]n alley is situated on the north side of the [former Elks Lodge] building within which vehicles are parked creating an unsafe condition for pedestrians resulting from a lack of clear line of sight where the alley intersects with the sidewalk."
- Price v. City of Union City, NJ (2018)
 - "[There are] 12 properties... [with] 12 separate driveways, most of which required vehicles to back out onto those roadways.... The proliferation of this many individual driveways produces concerns for traffic safety on such a busy street... The deteriorated condition of the [area] exerts a negative impact on the surrounding neighborhood..."

The findings of the Courts in these cases are instructive to an understanding of faulty arrangement as it pertains to pervasive conditions found in the Study Area, particularly as it relates to circulation patterns, property layouts, the interaction of vehicles and pedestrians, and the relationship between land use design and traffic patterns.

Absent further guidance from the Courts as to specific definitions of faulty arrangement, the report relies on a common sense understanding of the word faulty. Faulty is defined

by Merriam-Webster as "marked by fault or defect: imperfect." In the case of the conditions in the Study Area, specifically those found in the rear parking areas, this common sense understanding of the word, coupled with an understanding of the Court's previous interpretation of the term, is used to support designation under Criterion D.



Study Area Evaluation

The following evaluation of the Study Area is based on the statutory criteria described above for designation as a non-condemnation area in need of redevelopment.

SUMMARY OF FINDINGS:

The table below summarizes this report's findings with regard to the statutory criteria's applicability to each parcel within the Study Area:

Black	Lot	Criteria							Section 3	
Block		Α	В	С	D	Ε	F	G	Н	
125	1				Х				Х	
125	3				Х				Х	

Block 125, Lot 1



Map 5: Aerial boundary map of Lot 1

Criterion D

Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community. The property qualifies as an area in need of redevelopment under Criterion D, as it features buildings and improvements which by reason of dilapidation, obsolescence, and faulty arrangement are detrimental to safety, health, and welfare of the community.

Faulty arrangement of the site is primarily observed in the conditions of the parking area. Conditions of faulty arrangement in the parking area include lack of directional arrows to inform circulation, lack of pedestrian infrastructure to guide visitors safely, lack of curbing in key locations, and lack of accommodation for mobility-impaired visitors. Collectively, these conditions increases the likelihood of pedestrian-motorist incidents and incidents between motorists, a condition that is detrimental to the health and safety of the community.

These conditions of faulty arrangement in the parking area are substantiated and explained in the subsequent images. Furthermore, they are illustrated in the discrepancies between the existing conditions and those shown on the site plan approved by the Borough's Planning Board. Discrepancies between this approval, which is included as **Appendix F**, and existing conditions are shown in Figures 3 and 4.

- Missing directional arrows (1, 4, 7)
- Missing curbing (2, 8)
- Parking where not approved on the site plan (3, 6, 10)
- Buffer missing between parking spaces (5)
- Accessibility and lack of pedestrian striping (9)
- Missing parking spaces creating de facto drive aisles (11)
- Blindspot created by landscaping (5, 12)

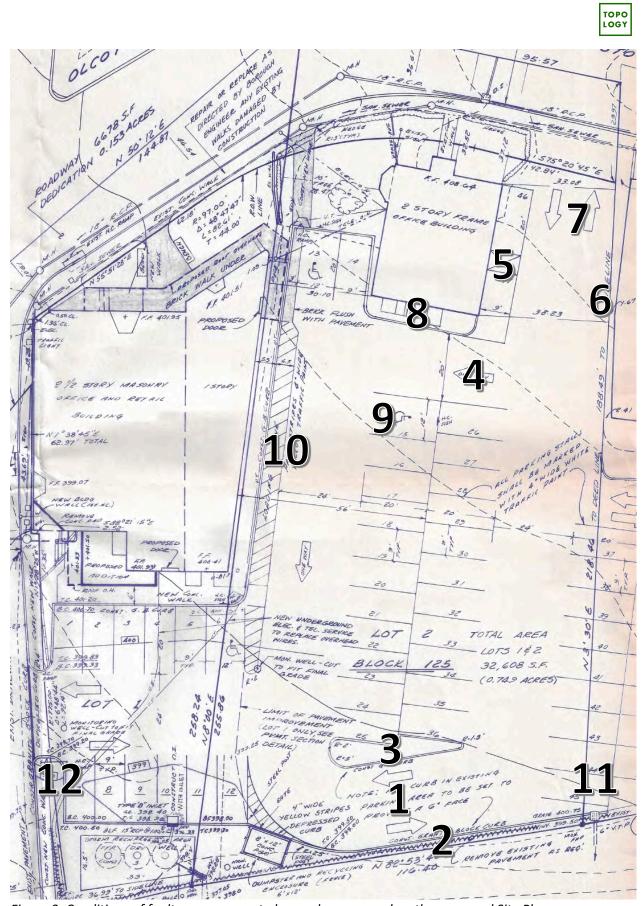


Figure 3: Conditions of faulty arrangement observed, as mapped on the approved Site Plan.

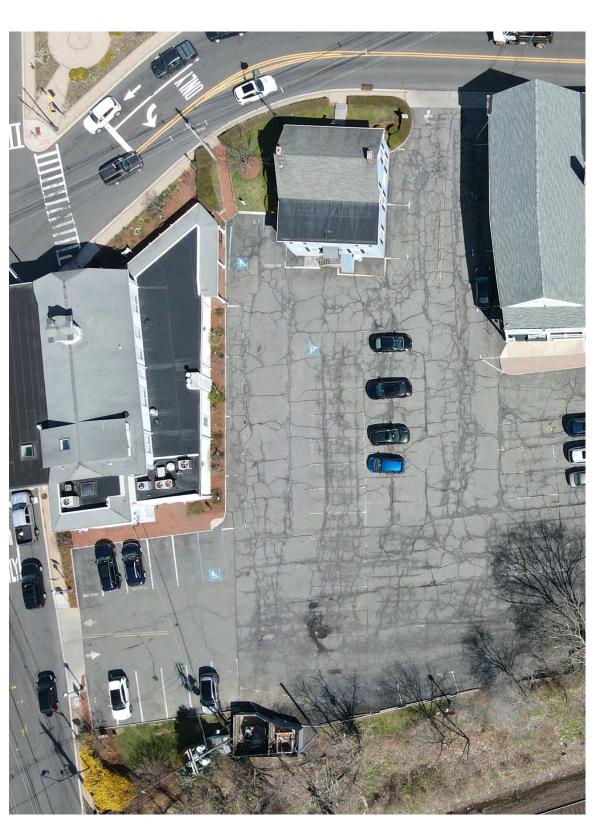


Figure 4: Aerial photography of Lot 1 captured on April 11, 2022 showcasing faulty arrangement and discrepancies from approved site plan.



Figure 5: The directional arrows shown on the site plan are missing, which means that the intended pattern of circulation for this portion of the parking lot is not indicated. There is nothing to suggest to pedestrians or motorists that the intention is for there to be a two-way drive aisle here. Lack of directional arrows increases the likelihood of conflict.



2. Parking where not approved on the site plan

Figure 6: Unapproved parking parallel to the curb at the rear of the property. As indicated in Figure 7, the parking spaces do not meet the 9 foot minimum width requirement for parking spaces included in the Borough's Land Development Regulations.



Figure 7: In addition to not being approved on the site plan and being undersized, these parking spaces also reduce the width of the adjacent drive aisle to less than 16 feet across as shown in Figure 8.



Figure 8:The parking in question narrows the drive aisle to under 16 feet wide. This unapproved parking reduces the functionality of the drive aisle which, despite the lack of corresponding striping, is intended to function to accommodate two-way traffic.

3. Missing curbing



Figure 9: The curbing depicted on the southern portion of the site plan is missing. Features like this curbing are to guide the pattern of circulation on site and to protect parked vehicles from turning vehicles in motion. They also serve as an elevated surface for pedestrians, increasing their visibility to operators of moving vehicles and providing safe areas. With this curbing left out, neither of these purposes are being fulfilled. This is a condition detrimental to health and safety.

4. Missing directional arrow



Figure 10: The missing directional arrow in this location is problematic because the site plan shows this drive aisle to be a one-way driveway. When this intended pattern of circulation is not highlighted, the potential for motorist incidents increases as the lack of directional arrows can



then be interpreted as a two-way. Two-way movement in this area is conducive to conflict because of limited visibility stemming from the parking immediately to the right of the building.



5. Buffer missing between parking spaces

Figure 11: The site plans show a buffer here between the two parallel parking spaces on the site of 35 Olcott Square. This buffer is not present on site. Instead, the landscaping adjacent to this parking area is laid out in a manner inconsistent with the approved plan. This limits visibility for motorists entering the site from US 202, creating a blind spot conducive to dangerous conflicts between motorists and pedestrians. Faulty arrangement of this area is supported by a strip of wood along the side of the building at bumper height, which seems to have been hit repeatedly as drivers have attempted to park in this space.

6. Unapproved parking



Figure 12: There is parking along the side of 5 Morristown Road, a building on Lot 3, that is not indicated on the site plans. This serves to narrow the drive aisle as well. This is particularly problematic as this entrance to the parking lot leads to US 202, one of the two major roads upon which Lot 1 has frontages. Based on a review of Borough police records, an accident caused by a vehicle turning right from the site in this location occurred in 2018.



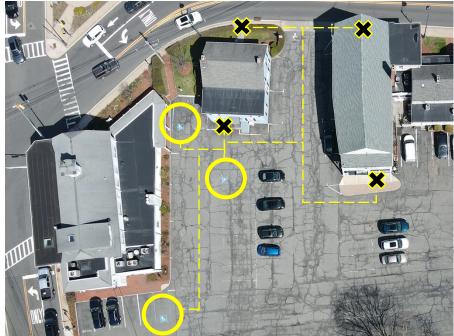
7. Missing directional arrow

Figure 13: This entrance also has weathered striping to the point where the exit directional arrow is missing. To the uninitiated, this can seem be a one-way entrance to the lot, creating the potential for a motorist to not consider oncoming traffic exiting the lot.





Figure 14: There is a curb missing at the base of the rear of 35 Olcott Square, which is indicated on the approved site plans. This deprives pedestrians of an elevated surface to make themselves more visible and allows for vehicles to make this turn more closely. This creates a point of conflict detrimental to health and safety. It also brings the base of the cellar door entry to the basement to the same height as the parking lot. This can cause issues of water seeping into the basement that could have been avoided if the curb was present.



9. Accessibility and lack of pedestrian striping

Figure 15: The image above shows accessible parking spaces in relation to building entrances and likely pedestrian paths. As illustrated, individuals exiting their vehicles has no discernable

infrastructure or considerations to rely upon in order to get to the 35 Olcott Square (Original Lot 2) or Lot 3. This is particularly problematic for individuals with mobility impairments. The rear of 35 Olcott Square and the building on Lot 3 feature staircases and there is no accessible entrance for 35 Olcott Square on the front. The parking lot, already an expanse of broken pavement, features no striping or indication of a safe pedestrian right of way. A person looking to gain access to any building after parking on this space is vulnerable to a plethora of potential conflict points as they attempt to traverse the lot. Faulty arrangement of this nature is detrimental to health, safety, and welfare as it both increases the likelihood of pedestrian and vehicular conflict and limits the potential use of buildings by individuals with mobility impairments.

10. Parking along loading zone

Figure 16: Where the site plans depict a loading zone adjacent to 37 Olcott Square, in reality the entirety of this stretch is used for parking. As a result, there is no defined loading area for businesses in this lot. In a scenario where all spots are utilized, trucks may have to load from areas required for circulation. Lack of adequate loading is a condition detrimental to the welfare of the community as it limits the potential reuse of the site.





Figure 17: Where the site plan indicates a continuous row of parking to the very rear of lot 1 and 3, several spaces are not marked. This has served to create a de facto, unmarked drive aisle with the elimination of intended parking spaces.



12. Blindspot created by landscaping

Figure 18: The entrance on the western portion of Lot 1 features a significant blind spot as motorists travelling north along Mount Airy Road have limited visibility behind a large hedge while they approach the intersection near Olcott Square along US-202.

The hatched areas in the figure above show locations where a driver has limited visibility into the parking area. As indicated by these markers, the turn into Lot 1 from this entrance would only allow for a full range of visibility for the length of about 1 car before the turn is executed, meaning that for the majority of this process pedestrians and vehicles behind the hedges are out of the sight line of moving vehicles about to enter the parking lot.

This condition of faulty arrangement increases the likelihood of conflict between pedestrians and vehicles in the parking area.

As outlined in the conditions above, buildings and improvements on site exhibit faulty arrangement in a manner that is detrimental to the safety, health, and welfare of the community.



Figure 20: Cracked pavement and potholes



TOPO LOGY

Figure 19: Bricks from paved pathway uneven and out of place

Improvements on this site also exhibit dilapidated conditions detrimental to health and safety. The parking lot features prominent potholes and cracked pavement, as shown in Figure 19, and, more generally in Figure 4. These are dilapidated improvements that can prove to be dangerous and exacerbates issues of cracking, weathering, and uplifting of pavement further as water and ice penetrate the paved surfaces through these compromises in the asphalt. These factors not only in and of themselves impede safe traversal of the lot, but they further the issues of safety and welfare they create by accelerating the rate at which these improvements are being compromised. As shown in Figure 19, the exterior features brick paved walkways and stairs in which the bricks are





uneven or completely out of place, resulting in a feature that presents a hazard to users looking to gain access to the building or parking lot.

The buildings on site also exhibit conditions of obsolescence related to their lack of accessibility for individuals that are mobility impaired. This is evidenced by the lack of an accessible entrance to the building on Original Lot 2. Any individual looking to enter the building on Lot 2 will be required to climb a staircase, rendering it totally inaccessible to individuals in wheelchairs. While the building on Original Lot 1 has an accessible entrance, the handicapped parking space for the building lacks striping to accommodate an oversized vehicle, and the sidewalk adjacent to the building along Mount Airy road is too narrow to accommodate a wheelchair. Buildings that lack accessibility for disabled individuals are limited in the range of individuals that they can serve, reducing both their value to the community and their value to potential users that are excluded from using them. This lack of accessibility and corresponding reduction of utility is a condition of obsolescence that is detrimental to the health and welfare of the community.



Figure 23: View of sidewalk along a section of Lot 1 with a utility pole obstructing use. The usable width is reduced to 25 inches; not enough space for a person using a wheelchair. An example of a seemingly small hurdle for a person with the ability to walk unimpeded by a disability affecting their capability to do so, this issue becomes insurmountable without substantial risk to a person who is wheelchair-bound. Such considerations are crucial for people with disabilities navigating spaces, especially public spaces such as this pedestrian right of way.

Based on the analysis above, Lot 1 (inclusive of Original Lot 1 and Original Lot 2) qualifies as an area in need of redevelopment under Criterion D, as it features buildings and improvements which by reason of dilapidation, obsolescence, and faulty arrangement are detrimental to safety, health, and welfare of the community.

Block 125, Lot 3



Map 6: Aerial boundary map of Lot 3.

Criterion D

Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.

The property qualifies as an area in need of redevelopment under Criterion D, as it features buildings and improvements which by reason of dilapidation, obsolescence, and faulty arrangement are detrimental to safety, health, and welfare of the community.

Faulty arrangement of the site is primarily observed in the conditions of the parking area. As with Lot 1, conditions of faulty arrangement in the parking area include lack of directional arrows to inform circulation, lack of pedestrian infrastructure to guide visitors safely, and lack of accommodation for mobility-impaired visitors. Collectively, these conditions increases the likelihood of pedestrian-motorist incidents and incidents between motorists, a condition that is detrimental to the health and safety of the community.

As with Lot 1, these conditions of faulty arrangement in the parking area are substantiated and explained in the subsequent images and in the discrepancies between the existing

conditions and those shown on site plans filed with the Borough's Planning Board. Discrepancies between this filing, which is included as **Appendix F**, and existing conditions are shown in Figures 24 and 25.

Conditions of faulty arrangement as seen in relation to site plans filed with the Borough include the following:

- Missing directional arrows (1, 3)
- Accessibility issues and lack of pedestrian striping (2)
- Unapproved parking reducing circulation areas (4)
- Parking areas converted to drive aisles (5)

These conditions are shown and described in greater detail below.

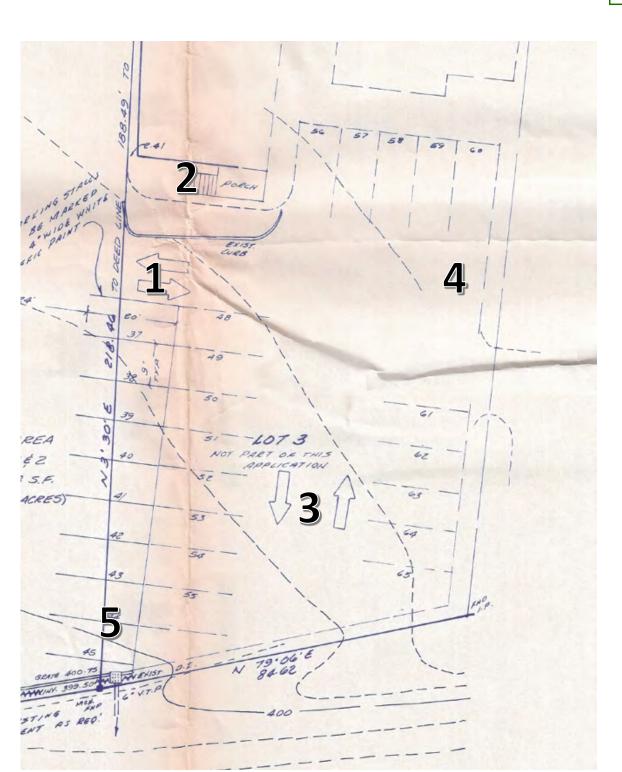


Figure 24: Conditions of faulty arrangement observed, as mapped on the approved Site Plan.

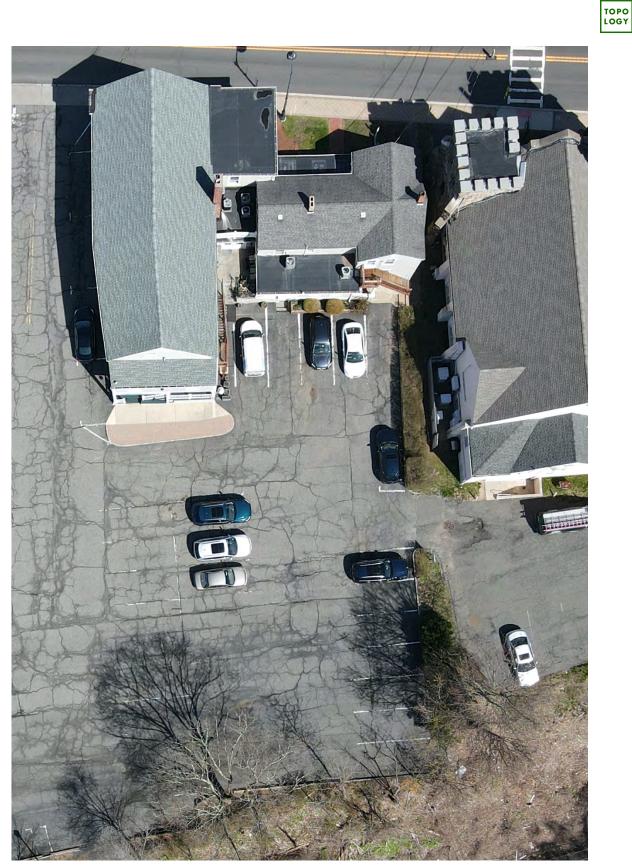


Figure 25: Aerial photography of Lot 1 captured on April 11, 2022 showcasing faulty arrangement and discrepancies from approved site plan.

TOPO LOGY

1. Missing directional arrows



Figure 26:The site plan depicts directional arrows on the drive aisle between lots 1 and 3, which are missing. In the absence of striping, this aisle can be erroneously interpreted as a one-way, leading to motorist conflict as drivers attempt to exit or enter the lot.



2. Accessibility and lack of pedestrian striping

Figure 27: As stated in the case of Lot 1, Lot 3 also lacks any striping or considerations of mobility for people with disabilities. While the space shown above is located on Lot 1, it serves as the handicapped accessible space for Lot 3. Individuals parking here must cross drive aisles, with no indication of safe pedestrian routes. This is a condition of faulty arrangement that increases the likelihood of conflict and is detrimental to health and safety.





Figure 28: The two-way directional arrows for the drive aisle serving most of the parking on lot 3 are missing. The lack of directional arrows is a condition of faulty arrangement that increases the likelihood of conflict and is detrimental to health and safety.



4. Unapproved parking reducing circulation areas

Figure 29: The parking space to the right is not shown on approved plans and serves to limit the movement of cars behind it. The arrangement also creates potential conflict points between vehicles.

TOPO LOGY

Missing parking



Figure 30: As mentioned above, several parking spaces are missing here that were indicated on the site plan. Consequently, this space is being utilized as an unapproved drive aisle for which no striping or directional arrows exist. This is another point of potential conflict between motorists and pedestrians, as the lack of any coherent marker of intended circulation is missing.

An additional consideration of faulty arrangement stems from the property's relationship with the adjacent lots. The parking lot is arranged in such a way that it is entirely dependent on the adjacent lots for ingress and egress. Based on a review of available title documents, there is no easement that formalizes this agreement. As a result of this condition, if the properties are acquired by different owners, the parking area in Lot 3 would be rendered inaccessible. This is a condition of faulty arrangement that is detrimental to the welfare of the community by reducing the potential reuse of the property.

This site also possesses dilapidated improvements. These include prominent potholes and cracked pavement, as shown in Figures 31 and 32. These dilapidated improvements can be dangerous and exacerbates issues of cracking, weathering, and uplifting of pavement further as water and ice penetrate the paved surfaces through these compromises in the asphalt.



Figure 32: Aerial imagery depicting dilapidated Figure 31:Large pothole spanning several feet . condition of pavement on site.

Buildings on site also demonstrate conditions of emerging dilapidation. As can be observed in Figure 33, the rear entrance features cracked and weathered plastering around the foundation and rear entrance stairs.



Figure 33: Weathered plastering around the foundation wall and base of the rear entrance stairs.

During the February site visit, as shown in the figure below, a water leak was ongoing. Enough water had pooled over roughly a quarter of the basement's floor area to make access to those areas difficult and being a potential source for mold growth throughout the structure.

торо



Figure 34: Leak in basement and standing water below.



Figure 35: An example of an opening in the foundation wall of 5 Morristown Road.

Finally, as shown in Figure 35, portions of the basement had minor openings to the outside. This is conducive to water entry, which is conducive to mold growth. These collective conditions of emerging dilapidation are detrimental to health and safety of users and the community.

The building also features condition of obsolescence related to accessibility. While the building does include an accessible entrance, the door is signed to direct visitors to an alternative entrance. Furthermore, the balance of the building is not accessible from this individual entrance. Other portions of the building are only accessible from the outside using staircases. These are obsolescent conditions that exclude portions of the community and limit the potential use of the building. As such, they are conditions detrimental to health, safety, and welfare because they both limit the potential reuse of the structure and require individuals with mobility impairments to attempt to scale stairs in order to access the building.



Figure 36: Primary entrances to the building lack accessible routes.



Figure 37: Accessible entrance only provides access to portion of the building, sign discourages use.

Based on the analysis above, as a site where buildings and improvements feature conditions of dilapidation, obsolescence, and faulty arrangement detrimental to health, safety, and welfare of the community, Lot 3 qualifies as an area in need of redevelopment under Criterion D.

Lots 1 & 3

Criterion H states: "the designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation." Criterion H applies to all properties within the Study Area.

The Smart Growth principles crafted by the Smart Growth Network and cited by the United States Environmental Protection Agency include:

- Mix land uses
- Take advantage of compact building design
- Create a range of housing opportunities and choices
- Create walkable neighborhoods
- Foster distinctive, attractive communities with a strong sense of place
- Preserve open space, farmland, natural beauty, and critical environmental areas
- Strengthen and direct development towards existing communities
- Provide a variety of transportation decisions
- Make development decisions predictable, fair, and cost effective

The Study Area exhibits many of the characteristics of an area suitable for Smart Growth.

It has access to public transit, including commuter rail and a bus with connectivity to New York City. It is within an established commercial center, with a form conducive to creating a space for a mixture of uses that utilize compact building design to help promote a more walkable neighborhood. The Study Area is a part of Bernardsville's distinct and attractive downtown, and, through designation, can further contribute to the creation of a strong sense of place by directing development towards this existing community center.

Each of these characteristics support the contention that the designation of the delineated area is consistent with smart growth principles and, consequently, its designation as an area in need of redevelopment under Criterion H.

Consideration of Redevelopment Designation

The results of the preliminary investigation indicate that the Study Area, encompassing Block 125, Lots 1 and 3, can be appropriately designated as a non-condemnation "area in need of redevelopment" in accordance with N.J.S.A. 40:12A.

Conclusion

This Preliminary Investigation was prepared on behalf of the Borough of Bernardsville Planning Board to determine whether properties identified as Block 125, Lots 1 (inclusive of Original Lot 1 and Original Lot 2) and 3 qualify as a non-condemnation "area in need of redevelopment" in accordance with N.J.S.A. 40A:12A-1 et seq. Based on the above analysis and investigation of the Study Area, these lots can be appropriately designated as a non-condemnation "area in need of redevelopment" in accordance with N.J.S.A. 40:12A-1 et seq. Based on the above analysis and investigation of the Study Area, these lots can be appropriately designated as a non-condemnation "area in need of redevelopment" in accordance with N.J.S.A. 40:12A.

Appendices

Appendix A – Resolution

BOROUGH OF BERNARDSVILLE RESOLUTION #22-25

AUTHORIZING THE BOROUGH PLANNING BOARD TO UNDERTAKE AN INVESTIGATION TO DETERMINE WHETHER ALL OR A PORTION OF CERTAIN PROPERTIES IDENTIFIED ON THE BOROUGH TAX MAPS AS BLOCK 125, LOTS 1, 2, AND 3 CONSTITUTE A NON-CONDEMNATION REDEVELOPMENT AREA

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the "Redevelopment Law"), authorizes a municipality to determine whether certain property within the municipality constitutes an area in need of redevelopment; and

WHEREAS, to make such a determination under the Redevelopment Law, the municipal council (the "Borough Council") of the Borough of Bernardsville (the "Borough") must first authorize the planning board of the Borough (the "Planning Board") to conduct a preliminary investigation of the area and make recommendations to the Borough Council; and

WHEREAS, the Borough Council believes it is in the best interest of the Borough that an investigation occur with respect to certain parcels within the Borough and therefore authorizes and directs the Planning Board to conduct an investigation of the properties identified on the tax maps of the Borough as Block 125, Lots 1, 2, and 3, and commonly known as 39 Olcott Square, 35 Olcott Square and 5 Morristown Road respectively (the "Study Area"), and to determine whether all or a portion of the Study Area meets the criteria set forth in the Redevelopment Law, *N.J.S.A.* 40A:12A-5, and whether all or a portion of said Study Area should be designated as a non-condemnation area in need of redevelopment; and

WHEREAS, the redevelopment area determination requested hereunder would authorize the Borough and Borough Council to use all those powers provided by the Redevelopment Law for use in a redevelopment area, other than the power of eminent domain, and any redevelopment area so designated shall be referred to as a "Non-Condemnation Redevelopment Area," pursuant to *N.J.S.A.* 40A:12A-6,

NOW, THEREFORE, BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF BERNARDSVILLE, COUNTY OF SOMERSET, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. The Planning Board is hereby authorized and directed to conduct an investigation, pursuant to *N.J.S.A.* 40A:12A-6, to determine whether all or a portion of the Study Area satisfies the criteria set forth in *N.J.S.A.* 40A:12A-5 and whether said Study Area should be designated a "Non-Condemnation Redevelopment Area."

Section 3. As part of its investigation, the Planning Board shall prepare a map showing the boundaries of the Study Area and the location of the parcels contained therein and appended thereto shall be a statement setting forth the basis of the investigation. Section 4. The Planning Board shall conduct a public hearing in accordance with the Redevelopment Law, after giving due notice of the proposed boundaries of the Study Area and the date of the hearing to any persons who are interested in or would be affected by a determination that the Study Area shall be an area in need of redevelopment. The notice of the hearing shall specifically state that the redevelopment area determination shall not authorize the Borough or Borough Council to exercise the power of eminent domain to acquire any property in the delineated area, for the Study Area is being investigated as a possible Non-Condemnation Redevelopment Area.

Section 5. At the public hearing, the Planning Board shall hear from all persons who are interested in or would be affected by a determination that the Study Area is a redevelopment area. All objections to a determination that the Study Area is an area in need of redevelopment and evidence in support of those objections shall be received and considered by the Planning Board and shall be made part of the public record.

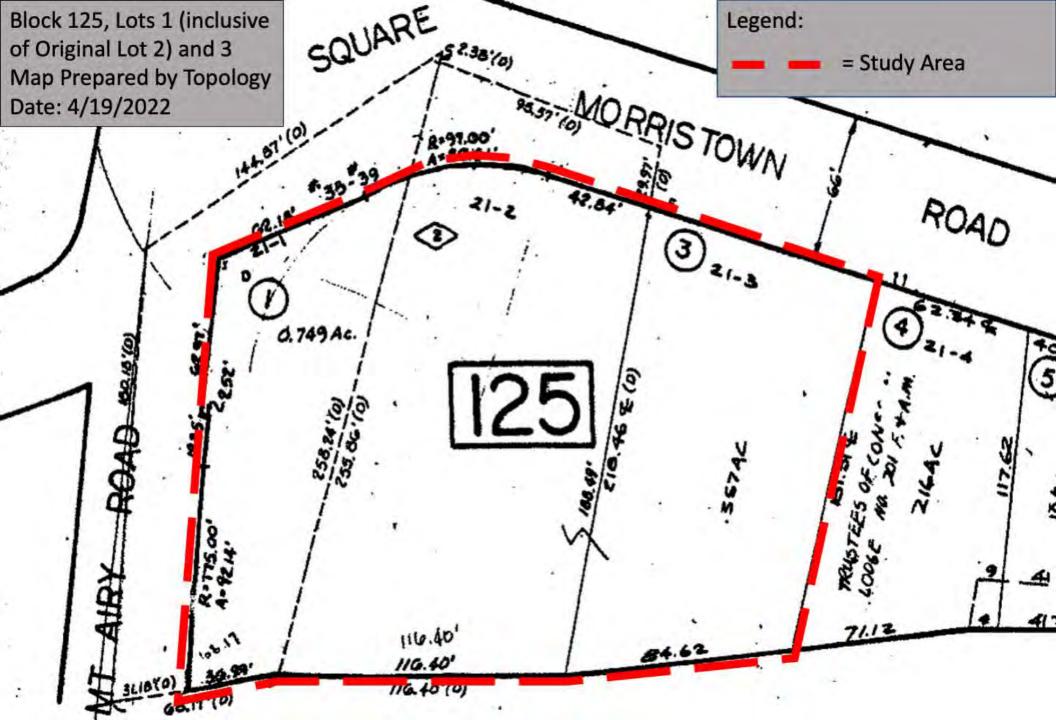
Section 6. After conducting its investigation, preparing a map of the Study Area, and conducting a public hearing at which all objections to the proposed designation are received and considered, the Planning Board shall make a recommendation to the Borough Council as to whether the Borough Council should designate all or a portion of the Study Area as a Non-Condemnation Redevelopment Area.

Section 7. This resolution shall take effect immediately.

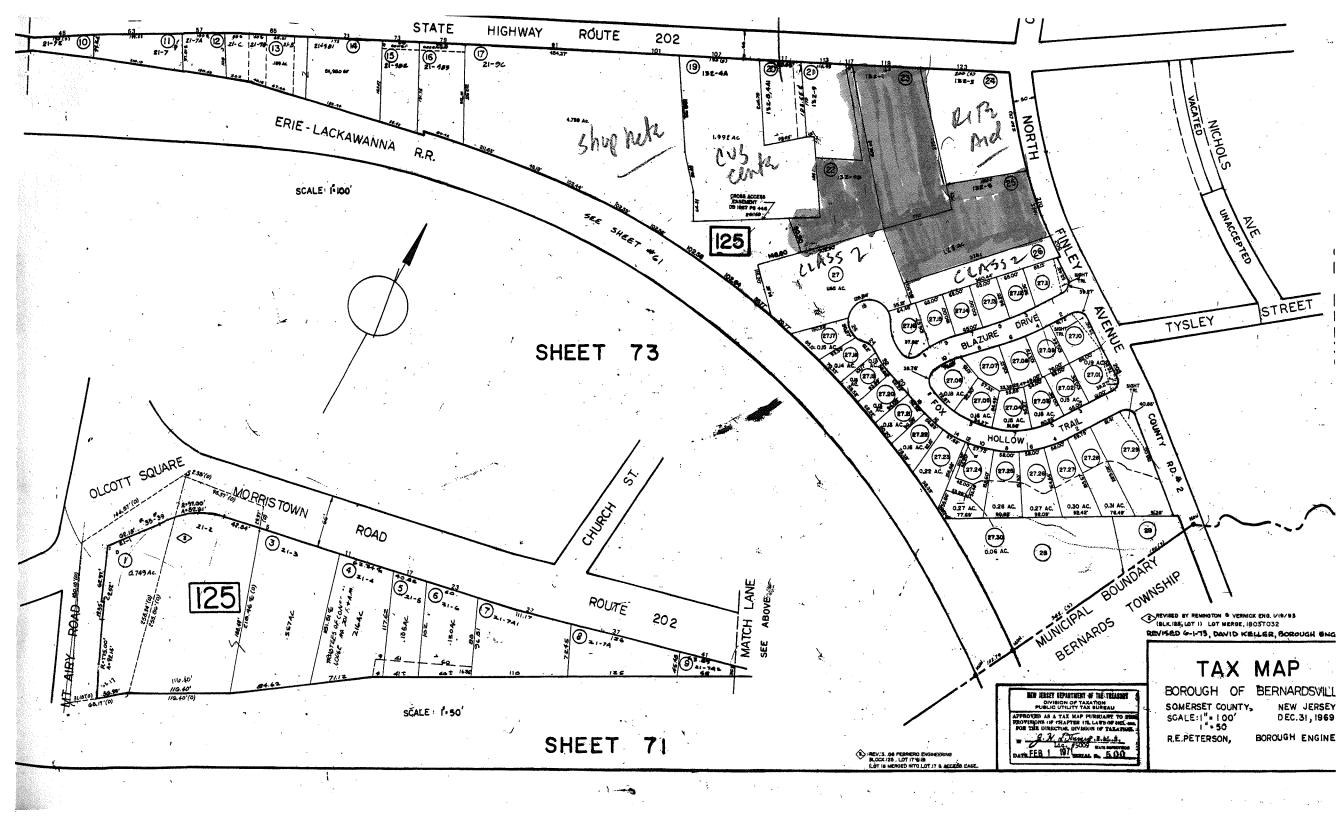
I, Anthony Suriano, Borough Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held January 10, 2022.

Anthon Suraco

Appendix B – Study Area Boundary Map



Appendix C – Tax Assessor Data



Somerset Bernardsville	Property Record (Card	02/04/	02/04/22 10:31 AM	
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	Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowing a given 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: Witnessed by: Matureen A. Hurley as to both: Peter S. Palmer	STATE OF NEW JERSEY, COUNTY OF SOMERSET SS.: I CERTIFY that on May 24 . 19 95 . DAVID C. PALMER, urmarried, and PETER S. PALMER, married personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) was the maker of the antached deed; (b) executed this deed as his or her own act; and, (c) made this Deed for S Less tham \$100 as the full and actual consideration paid or to be paid for the transfer of tile. (5) White this Deed for S Less tham \$100 as the full and actual consideration paid or to be paid for the transfer of tile. (c) made this Deed for S Less tham \$100 as the full and actual consideration paid or to be paid for the transfer of tile. (c) made this Deed for S Less tham \$100 as the full and actual consideration paid or to be paid for the transfer of tile. (c) made this Deed for S Less tham \$100 as the full and actual consideration paid or to be paid for the transfer of tile. (c) made this Deed for S Less tham \$100 as the full and actual consideration paid or to be paid for the transfer of tile. (c) made this Deed for S Less tham \$100 as the full and actual consideration paid or to be paid for the transfer of tile. (c) made this Deed for S Less tham \$100 as the full and actual consideration paid or to be paid for the transfer of tile. (c) made this Deed for S Less tham \$100 as the full and actual consideration paid or to be paid for the transfer of tile.	My commission exp	
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	Promises by Grantor, T promise is called a "covenant as allowed anyone else to obtain any judgment to be entered against the Signatures. The Grantor Wimessed by: Winnessed by: Maureen A. Hur Ley as to	STATE OF NEW JERSEY, COUNTY OF SOM I CERTIFY that on May 24. 1995 DAVID C. PAIMER, urmarried, and P personally came before me and i personally came before me and i (a) was the maker of the attached deed; (b) executed this deed as his or her own act; and, (c) made this Deed for 5 less than \$100 as (Such consideration is defined in N.J.S.A. 46:15-		
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END OF DOCUMENT 95 , 19 'Miles S. Winder, III, Esq. 12 Quimby Lane P.O. Box 775 Bernardsville, NJ 07924 Record and return to: May 24 Dated: 4 BK 2 0 3 4 PG 6 9 5 Grantor, Grantee. and PETER DEED DAVID C. PALMER, urmarried, S. PALMER, married PALMER ENTERPRISES, L.L.C. ٤ 4 •

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~ · · · · · · · · · · · · · · · · · · ·	OF - Fain Language OF - Fain Language Made on December 19 WEEN WEEN C. Paimer, deceased, c. Paimer, deceased, sis #87 Old Army Road, PETER S. PAIMER and	<pre>hose post office address is #87 01d Army Roe he words "Grantor" and "Grantee" shall mean all G Grantor. The Grantor makes this Decdas t Lamer, deceased, somerget deceased, and State of New J Somerget of Ownerthip. The Grantor grant rescribed below to the Grantee. NJ.5.A. 46:15-2.Jy for No. 125 No property tax identification number is avail No property tax identification number is avail Property. The property consists of the lat BECINNING at the northeast corne the BECINNING at the northeast corne be below to the Somerset is made could below to the faile of the lat BECINNING at the northeast corne the BECINNING at the northeast corne becods West 218.46 feet to the Railroa coods West 218.46 feet to the C. Faimer is BECINNING. Being known as #35 Olcott Square Being the Third Tract described strate to a point in the aforement is BECINNING. Being the Third Tract described strate to this wife, to Arthur inter, his wife, dated December 146h, onerset County Deed Book 1454, page 65 The said Arthur A. Paimer, Jr. d inmer as surviving tenant by the entity iy 10th, 1985 leaving a Last Will and irrogate's Office naming Peter S. Paim irrogate's Office naming Peter S. Paim</pre>	80% 16

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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" (NJ.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone tike 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. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate scal is affixed. Wintersed or Attested by: Peters S. Palmer. RECORDED Manna M. Legac David C. Palmer Anna M. Legac Devid C. Palmer	SIATE OF NEW JERSEY, COUNTY OF SOMERSET SS. LR. 01500, CUITY I CERTIFY that on December 1 PETER S. PALMER and DAVID C. PALMER, Executors of the Last Will and Testament of Margaret C. Palmer, deceased, and acknowledged under eath, to my stillation, that this person (or if more than one, each person): (a) is named in and personally signed this Deed: (b) signed, scaled and delivered this Deed (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. 46:15-3) C.A.Cr. Propared by: NJSAM:15413 Thin igner) has the full and actual consideration paid (c) must be and delivered this Deed as the full and actual consideration paid (c) made this Deed for \$ 1.00 bropared by: NJSAM:15413 Thin igner) has the title of Nev Jergeo (c) hyber (c) NJSAM:15413 Thin igner) has the title of Nev Jergeo (c) hyber (c) NJSAM:15413 Thin igner) has the title of Nev Jergeo (c) hyber (c) NJSAM:15413 Thin igner) has the title of Nev Jergeo (c) hyber (c) NJSAM:15413 Thin igner) has the title of Nev Jergeo (c) hyber (c) NJSAM:15413 Thin igner) has the title of Nev Jergeo (c) hyber (c) NJSAM:15413 Thin igner) has the title of Nev Jergeo (c) hyber (c) NJSAM:15413 Thin igner) hyber (c) Notary Public of Nev Jergeo (c) hyber (c) NJSAM:15410 hyber (c) Notary Public of Nev Jergeo (c) hyber (c) NJSAM:15410 hyber (c) Notary Public of Nev Jergeo (c) hyber (c) NJSAM:15410 hyber (c) NJSAM:15410 hyber (c)	 STATE OF NEW JERSEY, COUNTY OF BS: SS: CERTIFY that on Personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the attesting witness to the signing of this Deed by the proper corporation named in this Deed; (b) this person is the attesting witness to the signing of this Deed by the proper corporation named in this Deed; (c) this Deed was signed and delivered by the corporation as its volumary act duly authorized by a proper resolution of its Board of Directors; (d) this person knows the proper scal of the corporation which was affixed to this Deed; (e) this person signed this proof to attest to the truth of these facts; and (f) the full and actual consideration paid or to be paid for the transfer of title is \$ (Such consideration is defined in N.J.S.A. 46:15-5.) 	Signed and sworn to before rate on the number of and structure of an
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Copyright (c) 2023

	103-DEED - BARGANN AND SALE (Covenant as to Gamtor's Arts) NO TOIND OR CORP Plan Language NO COMMERS I SALE IE LEGA SUPPLYCO One Commerce Dirac, Carloter NJ, 00016 DEED This Deed is made on May 24 BETWEEN DAVID C. PAIDER, urmarried, and PETER S. PAIDER, married Mose address is P.O. Box 776. Bernardsville, New Jersov, 07026.	AND •PALMER ENTERPRISES, L.L.C. whose post office address is P.O. Box 776, Bernardsville, New The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees Transfer of Ownership. The Grantor grants and conveys (transfers below to the Grantee. This transfer is made for the sum of LESS THAN ONE (< \$100.00) The Grantee. (N.J.S.A. 46:15-1.1) Municipality of Bernard (< \$100.00) Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Bernard Block No. 125 No property tax identification number is available on the date of this De Property. The property consists of the land and all the build the Borough and State of New Jersey. The legy BEGINNING at a point in the center of Morristown Road (5 northeast corner of lands formerly of Arthur A. Palmer, South 73 degrees 46 minutes East 94.52 feet to a point i thence (2) South 06 degrees 44 minutes Mest along line to	the Brie Lackawanna Railway Co. (now Contail); thence (3) along said Railway Co. South 79 degrees 06 minutes West 84.62 feet to a concrete monument safe in the most southeasterly corner of lands formerly of Arthur A. Palmer, Jr.; thence (4) along lands formerly of Arthur A. Palmer, Jr. North 03 degrees 30 minutes Bast 223.10 feet to the point and place of BEGINNING. In accordance with survey of Robert L. Buckingham, N.J.L.S., dated October 2, 1978 and resurveyed December 19, 1989. BEING known and designated as Lot 3, in Block 125, on the Borough of Bernardsville 7ax Map and being commonly known as 1-9 Morristown Road, Bernardsville, New Jersey 07924. BEING the same premises conveyed to David C. Palmer and Peter S. Palmer, by Deed of Vincent J. Bocchino, dated October 11, 1967 and recorded in the Somerset County Clerk's office on October 13, 1967 in Deed Book 1163 at Page 1844	96934 t	
IS AN US OF A NON- A NO A NO A NO A NO A NO A NO A		FUMITS BI VEISNOT DIVE	REC NOV/15/1995 09:34AN 033800	Somerset county clerk jed 22.00	

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A Division of AL 511	V 1 7 2 (c. 174, P. L. 1978) 49, P.L. 1964, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et enq.)	POR RECORDER'S USE ONLY as 5 billingt	" foi indicate that fee is exclusively for county use. aide)	being duly ruons according to law upou his/her onth deposes and	Hoct No. 125	sville. Somerset County	and annested betwo	Legoment states that, with respect to dead bereto atheterod, the actual annount of money and the monoteny value of any other thing of value construction the entire compensation paid or to be pauld for the transfer of title to the lands, thermater or other maley, including the remaining annount of any prior montgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lises or encombrance thereon not paid, settified or removed in connection with the innefer of the is 3 <u>lacs. Fhan</u> 51(10, 10).	or claims that this deed transaction is fully exempt from the Really Transfer Fee imposed by	nace to examption symbol is not sufficient.	(4) PARTIAL EXEMPTION FROM FEE NOTE: All bases below apply to grammer(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do to will void claim for partial ecomptions. Get humanicum 48 and 49) Deponent claims that this deed transaction is exempt from the increased portion of the Really Transfer Foe imposed by c. 176, P.L. 1975 for the following reason(s):	Owned and occupied by grantor(s) at time of sale. No joint owners other than spouse or other qualified cuency owners.	 Owned and occupied by gnator(s) at time of sale. No joint owners other than spouse or other qualified exempt owners. 	d by grantor(s) at time of sale. yod. er thus spouse or other qualified exempt ownen.	tang. Mandu.	compred.	the deed and accept the fee submitted herewith in	Devid C. Palmer P.O. Box 776 Bernardsville, NJ 07924 Man of County theth or Register of Deode. County theth or Register of Deode.	Recorded 1.5.95	witton from fee (N.J.A.C. 18:16—8.12).
AFFDANT OF CONSIDERATION OR EXEMPTION (c. 49, P.L. 1969)	ن 2 14	m. POR RECO Consideration 5 Realty Transfer Fee 5 Date _//-/5-97	utructions #3,	being duty r	24, 1995 transferring real property identified as Block No.	wormed at <u>1-9 Morristown Road, Bernardsville, Somerset County</u>	Q	deed before analyzed, the actual armount of money to be paid for the transfer of titls the the lands, there antiped or which is no be assumed and agreed to be 1 accelor with the innofer of titls is 3 <u>dess</u> flat	Deponent claims that this deed transaction is fi	c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exer (a) For a consideration of less than \$100.00	I FEE NOTE: All bases below apply to to do so will void claim for partial comprison. Ger tion is exempt from the increased portion of the Real	Owned and cocupie No joint owners of		• • •	USENG (See Instruction #5) USENG (See Instruction #5) dardsBabject to Resarce Controls. a.	Not previously	es the Country Clert or Register of Deeds to record the 1968.	Main 24th Devid C. Palmer Devid C. Palmer May 19.95 Devid C. Palmer P.0. Box 776 Mainteen A. Hurley P.0. Box 776 Bernardsville, NJ 07924 Maureen A. Hurley Bernardsville, NJ 07924 Man common Number Notary Public of New Jerfedy POR OFFICIAL USE ONLY This prece for use of County After or Register of Devid Science Number Book Model Doctor Number Book Devid Number	Deed Dated S-24-75 Date Recorded No.5 Althout - BEFORE COMPLETING THIS APPLOATT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SUDE HEREOF. This form is prescribed by the Director. Without the approval of the Director. ONDIAL - White copy to be restand by County.	by county to Division of Largeon on Paries River BK 2034; F6 6 9 /
AFFIDAVIT OF CONSIDERATION ETT-1 (Par. 11/106)	To Be Recorded With Deed Purn	STATE OF NEW JERSEY COUNTY OFSOMERSET	(I) PARTY OR LEGAL REPRESENTATIVE (See In	beponent, Dervi	in a dood dated May 24, 1995	Lot No formed	(2) CONSIDERATION (See Instruction 46)	Leptonerst states that, with respect to the softwitting the entire compensation paid or t my prior mortgage to which the transfer is noon not paid, satisfied or removed in con-	(3) FULL EXEMPTION FROM FEE	.49, P.L. 1966, for the following reason(s): Explain in detail. (See Instru (a) For a consideration of less than \$100.00	PARTTAL EXEMPTION FROM ITEGORY MUST BE CHECKED. Frailure Deposent cluims that this deed frames: forving reason(s):	 SENIOR CITIZEN (See Instruction #5) Grantor(s) 62 yrs. of age or over.⁶ One or two-family residential premises 	 b) BLIND (See Instruction #5) Crantor(s) legally blind. One or two-family residential parameter 	DISABLED (See Instruction #8) Canator(s) permanently and totally disable One or two-family residential premises.	GWITCH RED CAULTY. C. LOW AND MODERATE INCOME BOUSENG (See in Affordable According to H.U.D. Standards. Meets Income Requirements of Region.	 D. NEW CONSTRUCTION (See Instruction #9) Entitlely new improvement. Not previously used for any purpose. 	Deponent makes this Affidavit to indu- relates with the provisions of c. 49, P.L. crifted and Sworn to before me	Marreen A. Hurley Marreen A. Hurley Maureen A. Hurley Notary Public of New Jergely Poop My commission expires My commission expires	Dee MTANT - BEFORE COMPLETING THIS / Nom is prescribed by the Director, Divelor of the approval of the Director.	Ach I.C. — Tenow copy to be rorwared UCATE — Plank copy to your file copy.

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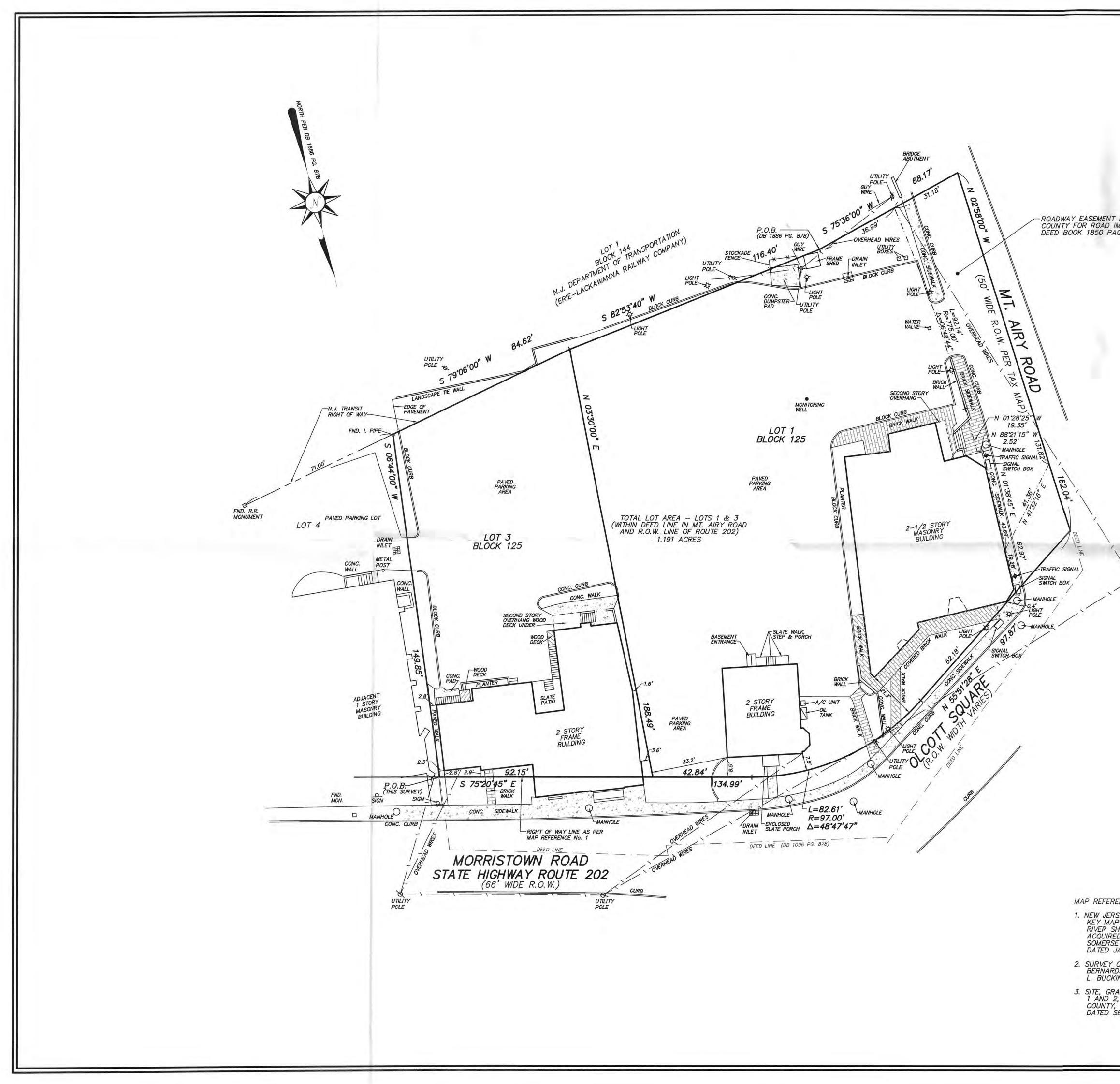
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WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

		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 morgage or allowing a allowed anyone else to obtain any legal rights which affect the property (such as by making a morgage or allowing a lunced anyone else to obtain any legal rights which affect the property (such as by making a morgage or allowing a allowed anyone else to obtain any legal rights which affect the property (such as by making a morgage or allowing a allowed anyone else to obtain any legal rights which affect the property (such as by making a morgage or allowing a grantored anyone else to obtain any legal rights which affect the property (such as by making a morgage or allowing a morgage or allowing a grantored anyone else to obtain any legal rights which affect the property (such as by making a morgage or allowing a morgage or allowing a morgage or allowing a more allowed anyone else to obtain any legal rights which affect the property (such as by making a morgage or allowing a morgage or allowing a morgage or allowed affect the transport of the first part of t	STATE OF NEW JERSEY, COUNTY OF SOMERSET SS.: I CERTIFY that on May 24 , 19 95 , DAVID C. PALMER, urmarried, and PETER S. PALMER, married personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) was the maker of the attached deed; (b) was the maker of the attached deed; (c) made this Deed for Sless than \$100 as the full and actual consideration paid or to be paid for the transfer of file. (c) made this Deed for Sless than \$100 as the full and actual consideration paid or to be paid for the transfer of file. (c) made this Deed for Sless than \$100 as the full and actual consideration paid or to be paid for the transfer of file. (c) made this Deed for Sless than \$100 as the full and actual consideration paid or to be paid for the transfer of file. (c) made this defined in N.J.S.A. 46:15-5.)	BK203476598	
· · · · · · · · · · · · · · · · · · ·	• •			•	• .

	Dated: May 24 , 19 95 Record and return to: Miles S. Winder, III, Esq. 12 Quimby Lane P.O. Box 775 Bernardsville, NJ 07924	END OF DOCUMENT
	DEED DAVID C. PALVER, urmerried, and PETER S. PALVER, married TO FALVER, married TO FALVER EVITERPRISES, L.L.C. Granter	BK 2 0 3 4 PG 6 9 9

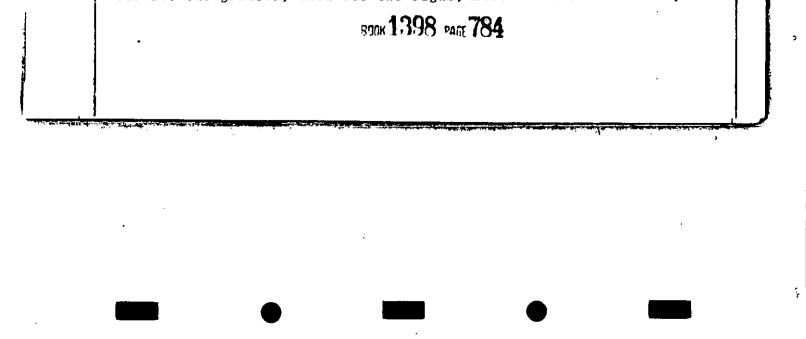
Appendix D – Survey



T DEDICATED TO SOMERSET IMPROVEMENT PURPOSES	Civil Engineers Land Surveyors & Professional Planners MANNACCONE MILLA & ALDRICH, LLC H60 MAIN STREET, P.O. BOX 459 CHESTER, NEW JERSEY 07930 PHONE: 908–879–6646 FAX: 908–879–6646 FAX: 908–879–8591
	 NOTES: 1. THIS SURVEY IS VALID ONLY WHEN EMBOSSED SEAL IS AFFIXED HERETO. 2. THE CERTIFICATION SHOWN HEREON IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. 3. THIS SURVEY IS SUBJECT TO SUCH FACTS AS AN ACCURATE TITLE SEARCH MAY DISCLOSE 4. THIS SURVEY MAY NOT REFLECT EASEMENTS THAT ARE NOT OF THE PUBLIC RECORD, OR UNDERGROUND STRUCTURES SUCH AS BURIED PIPES, UTILITY LINES, TANKS, ETC. 5. A WRITTEN WAIVER AND DIRECTION NOT TO SET CORNER MARKERS HAS BEEN OBTAINED FROM THE ULTIMATE USER PURSUANT TO N.J.A.C. 13: 40-5.1(d).
	I HEREBY CERTIFY: TO THE FOLLOWING PARTIES THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF NEW JERSEY AND THAT THIS PLAN IS BASED UPON AN ACTUAL FIELD SURVEY PERFORMED UNDER MY IMMEDIATE SUPERVISION. I FURTHER DECLARE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAN IS A CORRECT AND ACCURATE REPRESENTATION OF CONDITIONS EXISTING AS OF THE DATE HEREON. PALMER ENTERPRISES, L.L.C.; PEAPACK-GLADSTONE BANK, ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTEREST MAY APPEAR; TITLE LINES; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; MILES S. WINDER, III, ESQ.
UTILITY POLE	CHRISTOPHER J. ALDRICH DATE: N.J. LICENSED LAND SURVEYOR No. 34478 NOT VALID WITHOUT SIGNATURE AND RAISED SEAL
	1 12/27/07 ADD ROADWAY EASEMENT NO. DATE REVISION
	SURVEY OF LOTS 1 & 3 ~ BLOCK 125 BOROUGH OF BERNARDSVILLE SOMERSET COUNTY, NEW JERSEY DRAWN BY: DATE:
PENCES: PSEY STATE HIGHWAY DEPARTMENT GENERAL PROPERTY P-ROUTE 16-SECTION 6A BERNARDSVILLE TO PASSAIC CHOWING EXISTING RIGHT-OF-WAY AND PARCELS TO BE ED IN BERNARDSVILLE BORO AND BERNARDS TOWNSHIP FET COUNTY, AND HARDING TOWNSHIP, MORRIS COUNTY, JANUARY 1933.	RD DEC. 3, 2007 CHECKED BY: SCALE: CJA 1" = 20' W.0. 2071125
OF LOTS 1, 2, & 3 IN BLOCK 125 AT BOROUGH OF DSVILLE, SOMERSET COUNTY, NEW JERSEY BY ROBERT (INGHAM, DATED MARCH 12, 1988. ADING AND UTILITY PLAN, PALMER PROPERTIES, LOTS 2, BLOCK 125, BOROUGH OF DERNARDSVILLE, SOMERSET	F.B. <i>644/128</i> FILE:
Y, NEW JERSEY, BY YANNACCONE ASSOCIATES, INC., SEPT. 6, 1991, REVISED THROUGH APRIL 12, 1992.	COMP FILE: <u>M: SURVEY/DATA/207125/LOT1-3BND</u> SHEET 1 OF 1

Appendix E – Deeds

V - 1	· •				
	103-DEED - BARGAIN AND SALE (COVENANT AG IND, TO IND, OR CORP.	AINST GRANTOR)		D 1965 BY ALL-STATE LEGAL SUPPLY C ELD STREET, MOUNTAINSIDE, N.J. 070	
<i>K</i> /		CORRECTED			
¢⁄ 5	1 This Beed, made the	9 day of	May	1979 ,	
	Activeen		2		
1	metween				
1	DOROTHY BLUMENSC	N, Widow,			
				•	•
	residing at 39 Olcott Square in the Borough Somerset and State o And	of B	ernardsville ey <i>herein</i>	in the County o designated as the Grantor	•
1 1 1	MARTIN BLUMENSON and not as Joint		BLUMENSON, a	s Tenants in Commo	n
2005	residing at Army War Coll and 1128 Foster Avenue, B residing or located at				ania
NON TO NOV	in_the -and-State o	of of	herein	in the County of designated as the Grantees	•
A FEE	Witnesseth, that the Grantors,	, for and in consid	leration of		
NSFER NSFER	GNE (\$1.00) D	OLLAR	2		
CONSIDERATION REALTY TRANSFE	lawful money of the United States Grantecs, at or before the scaling and edged, and the Grantors being there convey unto the Grantecs forever,	d delivery of these	presents, the receip	t whereof is hereby acknow	L
	Borough	of 1	Bernardsville	nate, lying and being in th in th cularly described as follows	e
4	BEGINNING at a point in t Railroad Company and the now or formerly owned by line of land of said Rail a point in the center lin Liberty Corner, this cour in a deed from John H. An Company, April 1, 1871, i Road North 6° 52' West 18 Mine Brook Road; thence (feet to a point in said M the "Parsonage Lot"; then 48' West 258.72 feet to t	southwest co Thomas Lidd road Company se of the Roa se is along derson to the n Book H-4, 30.84 feet to 3) along the line Brook Roa ce(4) along	orner of the y; thence (1) y, South 71 ⁰ ad leading fr the second c he New Jersey page 511; th o a point in e same North oad in line w the west sid	"Parsonage Lot" along the norther 20' West 66 feet to om Bernardsville to ourse as described West Line Railros ence (2) along sat the center of the 51° 49' East 146.5 ith the west side	co co l ad Ld 52 of
	Subject to the rights of property fronts.	the public :	in the public	roads on which sa	id
	BEING the same premises c Blumenson and Dorothy Blu 1972, and was recorded Ju County in Book 1264 of De on May 24, 1975, a reside	menson, his ly 25, 1972 eds, Page 2	wife, which , in the Cler 23. The said	deed is dated June k's Office of Some	e 29, erset
	The said Grantor, Dorothy the term of her life, the to herself, the said prem accruing out of the said	right to unises and all	se, occupy, h l the rents,	old, possess, and e issues and the pro	enjoy
	TO HAVE AND TO HOLD the s assigns forever, subject said grantor, Dorothy Blu her natural life of the r herself, the said premise accuring out of the said ever, that if the grantee survive the grantor, then	always, howe menson, Wide ight to use s and all th premises her s, or either	ever, to the ow, does rese , occupy, pos he rents, iss reinabove con r of them nam	life estate which rve to herself dur sess and enjoy, to ues, and profits veyed; provided, h ed herein, fail to	the ing



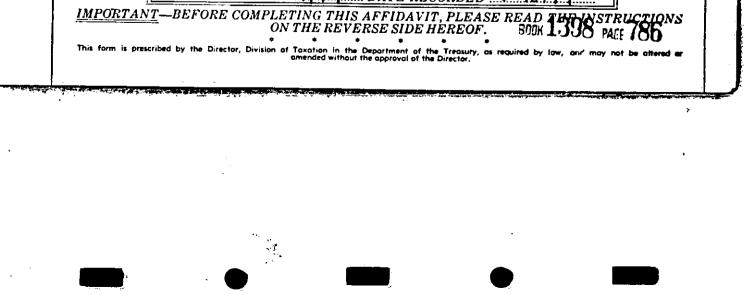
conveyed to the said grantee not surviving the grantor herein shall be considered as having been terminated at an end, and the title to the premises hereby intended to be conveyed shall revert to the grantor herein named, her heirs and assigns forever.

This corrected deed is being made to clarify the intention of the grantor in the deed being corrected which was recorded in Book 1324 for Deeds in Somerset County, Page 820. Said deed was given without consideration flowing to the Grantor and was given as a gift, as is this deed. The grantor herein has had continuous possession of the said property up to the present time. The Grantees, or either of them, have not contributed any funds or effort on behalf of said property and the intention of the Grantor herein that the interest of the Grantees, or either of them, shall terminate in the event that they do not survive her, has been manifest to all parties at all times.

BOOK 1398 MAGE 785

1645-AFFIDAVIT OF CONSIDERATION		•
RTF-1 (N.J.S.A. 46:15-5)	State of Ret Jersey	ALL-STATE LEGAL SUPPLY (269 SHEFFIELD STREET, MOUNTAINSIDE, N.J. 070
	Affidabit of Considerat	fon
To Be Recorded wi	th Deed Pursuant to c. 49, P.L. 1	968 (N.J.S.A. 46:15-5 et seq.)
		FOR RECORDER'S USE ONLY
State of New Jersey,	•	County of SOMERSET
County of SOMERSET	55.:	Consideration \$
	•	Realty Transfer Fee \$ NONE
(1) PARTY OR LEGAL REPH		m #\$)
according to law upon his	BLUMENSON	being duly swor
_		is the
(State whether Grantor	T Grantise or Legal Representative; if Legal Rep	
in the deca between	·	• ·
respectively	(Nome and Address of Groutes)	e, Bernardsville, New Jersey WALTER BLUMENSON, Army War Foster Avenue, Brooklyn, N.J
dated May , 1	979 and annexed	hereto.
$(2) OFFICER \ OF \ CORPORA!$	TE GRANTOR OR CORPORA	<u>TE GRANTEE</u> (see Instruction #4)
Deponent states that h	e is the	(Title of Corporate Officer)
of		, and that he is fully
acquainted with the business of s	aid corporation and knows the	actual and full consideration which as to be
pace for the transfer of title to th	e premises described in the deed	annexed hereto.
(3) OFFICER OF TITLE COM	IPANY OR LENDING INSTIT	<u>CUTION</u> (see Instruction #5)
Deponent states that n	e is the	(Title)
(4) <u>CONSIDERATION</u> (see In	struction #6)	• • • •
(4) <u>CONSIDERATION</u> (see In Deponent states that, wi monetary value of any other thin transfer of title to the lands, te mortgage to which the transfer is	struction #6) th respect to deed hereto anne: g of value constituting the enti nements or other realty, inclus subject or which is to be assume	t annexed hereto. xed, the actual amount of money and the re compensation paid or to be paid for the ding the remaining amount of any prior
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Cogether with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. **To Have** and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

i E

And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Mitness Uthereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Dealed and Belivered in the presence of HARRY W

umin DOROTHY BLUMENSON

....(L.S.)

RECORDED

May 10 2 52 PH 1979

SOMERSET COUNTY L.R. OLSON, CLERK

Somerset | SS.: Be it Remembered, that on May 7 1979, before me, the subscriber, An Attorney at Law of New Jersey personally appeared Dorothy Blumenson

who, I am satisfied, **1s** the person named in and who executed the within Instrument, and thereupon **she** acknowledged that **she** signed, scaled and delivered the same as **her** act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to really evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$ **1.00**.

Prepared by; HARRY W. HERZOG, ESQ.

BOOK 1398 PAGE 787

pt the correction as been the

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HARRY W.

HER/20G

at

Law of New Jersey

END OF DOCUMENT

V S T COPYRIGHTØ 1965 BY ALL-STATE LEGAL SUPPLY CO. 269 SHEFFIELD STREET, MOUNTAINSIDE, N.J. 07092 103-DEED - BARGAIN AND SALE (COVENANT AGAINST GRANTOR) IND. TO IND. OR CORP. C \mathbf{J} 6810 This Bred, made the 1 1979 day of May Between DOROTHY BLUMENSON, WIDOW, residing at Olcott Square in the County of in the Borough of Bernardsville herein designated as the Grantors, Somerset and State of New Jersey And 'DAVID C. PALMER and PETER S. PALMER, both unmarried, #35 Olcott Square, residing or located at in the County of in the Borough of Bernardsville herein designated as the Grantees; Somerset and State of New Jersey, Ē Witnesseth, that the Grantors, for and in consideration of ONE DOLLAR AND OTHER СĽ CONSIDERATION TRANSI GOOD AND VALUABLE CONSIDERATION NAMELY THIRTY-FIVE THOUSAND AND 00/100 (\$35,000.00) DOLLARS lawful money of the United States of America, to the Grantors in hand well and truly paid by the REALTY Grantces, at or before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and convey unto the Grantees forever, All that tract 'or'parcel of land and premises, situate, lying and being in the in the Borough of Bernardsville and State of New Jersey, more particularly described as follows: Somerset County of Commonly known as Block 125, Lot 1. BEGINNING at a point in the northerly side of lands of the P. & D. Railroad Company and the southwest corner of the "Parsonage Lot" now or formerly owned by Thomas Liddy; thence (1) along the northerly line of land of said Railroad Company. South 71° 20' West 66 feet to a point in the center line of the Road leading from Bernardsville to this course is along the second course as described Liberty Corner in a deed from John H. Anderson to the New Jersey West Line Railroad Company, April 1, 1871 in Book H-4, page 511' thence (2) along said Road North 6° 52' West 180.84 feet to a point in the center of the Mine Brook Road: thence (3) along the same North 51° 49' East 146.52 feet to a point in said Mine Brook Road in line with the west side of the "Parsonage Lot": thence (4) along the west side of same South 6° 48' West 258 72 feet to the place of BEGINNING. The above lot is also described in accordance with survey made by . Robert L. Buckingham, dated April 23rd, 1979, as follows: BEGINNING at an old concrete monument in the Northerly line of lands of the Erie Lackawanna Railroad Company (now Conrail) at the Southd westerly corner of the former "Parsonage lot", later belonging to Liddy, and now Arthur A. Palmer, Jr., and running thence (1) along the Railroad lands, South 75 degrees 36 minutes West.68.17 feet to a point in Mt. Airy Road (formerly road leading from Bernardsville to Liberty Corner); thence (2) along said lot, North 2 degrees 58 minutes West 180.18 feet to a point in New Jersey State Highway Route #202 (formerly Route #32 and earlier known as Route #16); thence (3) along said highway, North 50 degrees 12 minutes East 144.87 feet to a point in said highway; and thence (4) along said lands of Arthur A. Palmer, Jr. South 8 degrees 00 minutes West 258.24 feet to the place of BEGINNING, (this course 37.67 feet from its beginning passes over an iron pin set in the Southeasterly side of the concrete sidewalk). This conveyance is given to release the life estate reserved to Dorothy Blumenson in deed from her dated May 9th, 1979 and recorded in Somerset County Deed Book 1398, on pages 784 &c. 800K 1400 PAGE 398

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; **And also** all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in lawand in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. **To Have** and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

51890 3090is

And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

-Wherever-in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Ulitness Ulhereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Bigned, Bealed and Belivered in the presence of HERZOG (L.S.) RECERSES Jun 7 2 17 PM 1979 SOME RSET COUNTY L.R. OLSON, CLERK SOMERSET State of New Jersey, County of \$ \$5.: Be it Remembered, 19**79** MAY , before me, the subscriber, that on An Attorney at Law of New Jersey

pcrsonally appeared Dorothy Blumenson, widow,

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HILL IN LINE
who, I am satisfied,
                                           named in and who executed the within Instrument,
                             the person
                     18
                         acknowledged that
                                               she signed, scaled and delivered the same as
and thereupon she
           act and deed, for the uses and purposes therein expressed, and that the full and actual con-
 her
sideration paid or to be paid for the transfer of title to realty evidenced by the within doct, as such
consideration is defined in P.L. 1968, c. 39, Sec. 1 (c), is \$ 1.00 and other good And valuable
                                                                                                     -----
consideration, namely $35,000.00.
Prepared by:
   Harry W. Herzog, Esq.
                                                                                                     HARRY W. HERZOG,
                                                                     An Attorney at Law
                                                                   of New Jersey
                                  BOOK 1400 PAGE 399
                                                                    END OF DOCUMENT
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V S T COPYRIGHTØ 1965 BY ALL-STATE LEGAL SUPPLY CO. 269 SHEFFIELD STREET, MOUNTAINSIDE, N.J. 07092 103-DEED - BARGAIN AND SALE (COVENANT AGAINST GRANTOR) 17) IND. TO IND. OR CORP. 6811 This Bred, made the 24 1979 day of May Between MARTIN BLUMENSON and GENEVIEVE BLUMENSON, his wife, 3900 Watson Place, N.W. residing at Washington in the COUNTRY STA City of in the herein designated as the Grantors, District of Columbia States And 'DAVID C. PALMER and PETER S. PALMER, both unmarried, 8 residing or located at \$35 Olcott Square, of in the County of Borough Bernardsville, in the. New Jersey, herein designated as the Grantees; Somerset and State of Witnesseth, that the Grantors, for and in consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION NAMELY ONE HUNDRED FORTY THOUSAND AND 00/100 (\$140,000.00) DOLLARS lawful moncy of the United States of America, to the Grantors in hand well and truly paid by the Grantces, at or before the scaling and delivery of these presents, the receipt whereof is hereby acknowl-**INSIDERAT** edged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and g convey unto the Grantees forever, REALIY - - / ò of land and premises, situate, lying and being in the tract or parcel all that Bernardsville in the Borough of and State of New Jersey, more particularly described as follows: County of Commonly known as Block 125, Lot 1. BEGINNING at a point in the northerly side of lands of the P. & D. Railroad Company and the southwest corner of the "Parsonage Lot" now or formerly owned by Thomas Liddy; thence (1) along the northerly line of land of said Ratiroad Company, South 71° 20' West 66 feet to a point in the center line of the Road leading from Bernardsville to Liberty Corner, this course is along the second course as described in a deed from John H. Anderson to the New Jersey West Line Railroad Company, April 1, 1871 in Book H-4, page 511; thence (2) along said Road north 6° 52' West 180.84 feet to a point in the center of the Mine Brook Road; thence (3) along the same North 51° 49' East 146.52 feet to a point in said Mine Brook Road in line with the west side of the "Parsonage Lot"; thence (4) along the west side of same South 6° 48' West 258.72 feet to the place of BEGINNING. The above lot is also described in accordance with survey made by . Robert L. Buckingham, dated April 23rd, 1979, as follows: BEGINNING at an old concrete monument in the Northerly line of lands ¢. of the Erie Lackawanna Railroad Company (now Conrail) at the Southwesterly corner of the former "Parsonage lot", later belonging to Liddy, and now Arthur A. Palmer, Jr., and running thence (1) along the Railroad lands, South 75 degrees 36 minutes West 68.17 feet to a point in Mt. Airy Road (formerly road leading from Bernardsville to Liberty Corner); thence (2) along said lot, North 2 degrees 58 minutes West 180.18 feet to a roint in New Jersey State Highway Route #202 (formerly Route #32 and earlier known as Route #16); thence (3) along said highway, North 50 degrees 12 minutes East 144.87 feet to a point in said highway; and thence (4) along said lands of Arthur A. Palmer, Jr., South 8 degrees 00 minutes West 258.24 feet to the place of BEGINNING, (this course 37.67 feet from its beginning passes over an iron pin set in the Southeasterly side of the concrete sidewalk). Being the same premises conveyed by Dorothy Blumenson to Martin Blumenson and Walter Blumenson, as tenants in common and not as joint tenants, by deed dated May 9th, 1979 and recorded May 10th, 1979 in Somerset County Deed Book #1398, on page 784 which deed provided that if either of the grantees failed to survive the grantor, the interest therein conveyed to said grantee shall be considered as having terminated, and the said Walter Blumenson died on April 30th, 1976. 800K 14(11) MGF 4(10

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; and also all the estate, right, title, interest, use, possession. property, claim and demand whatsoever, of the Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Habe and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever. And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act. deed or thing whatsoever whereby or by means whereof the premises conveyed hercin, or any part thereof, now are or at any time hercafter, will or may be charged or encumbered in any manner or way whatsoever. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. In Mitness Mihereof, the Grantors have hereunto set their hands and seals the day and year first above written. Bigned, Sealed and Delivered in the presence of MARTIN BLUMENSON Genevieve BLI HERZOG)

RECERBES

Jun 7 2 17 PM 1979 SOMERSET COUNTY L.R. OLSON CLERK SOMERSET Be it Remembered, State of New Jersey. County of **\$\$**.: , before me, the subscriber, MNY 19**79** that on Law of New Jersey An Attornev аt personally appeared Martin Blumenson and Genevieve Blumenson, his wife, the persons — named in and who executed the within Instrument, who, I am satisfied, are and thereupon they acknowledged that they signed, scaled and delivered the same as their act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$1.00 and other good and valuable consideration, namely \$140,000.00. Prepared by:

Harry W. Herzog, Esq.

HARRY W. HERZOG, An Altorney at Law of New Jersey

800x 1400 PAGE 401

END OF DOCUMENT

1	105 - DEED - Executor's - (Covenanti es to Grantor's Acts) Copyright© 1982 By ALL-STATE LEGAL SUPPLY CO.
	IND. OR CORP Plain Language A D G R V ST - 1 One Commerce Drive, Cranford, N.J. 07016 41.830 // This instrument was prepared by:
\mathbf{y}	<u>DEED</u>
	This Deed is made on December 19 , 1986 , David C. Palmer, Esquire
	BETWEEN
	PETER S. PALMER and DAVID C. PALMER, Executors of the Last Will and Testament of Margaret C. Palmer, deceased,
	whose address is #87 Old Army Road, Bernardsville, New Jersey, 07924, referred to as the Grantor,
	AND
	•PETER S. PALMER and DAVID C. PALMER, both unmarried,
	whose post office address is #87 01d Army Road, Bernardsville, N.J. 07924, referred to as the Grantee.
	The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.
	Grantor. The Grantor makes this Deed as the Execut Ors of the Last Will of Margaret C.
	Lamer, deceased, late of the Borough of Bernardsville County of
	Somerset and State of New Jersey.
	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 DOLLAR (\$1.00).
Q Z ≥	The Grantor acknowledges receipt of this money.
DERATION 1.00	Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Borough of Bernardsville Block No. 125 Lot No. 2. Account No.
TRANSF	No property tax identification number is available on the date of this Deed. (Check box if applicable.)
CONSIDERATION	Property.The property consists of the land and all the buildings and structures on the land intheBoroughofBoroughofCounty ofSomersetand State of New Jersey.The legal description is:
+	BEGINNING at the northeast corner thereof in the public road which leads from Bernardsville to Morristown; thence (1) along the former Bocchino tract, now belonging to Peter S. Palmer and David C. Palmer, South 2 degrees 3 minutes 40 seconds West 218.46 feet to the Railroad property; thence (2) along said Railroad property, South 81 degrees 35 minutes West 117.48 feet to the southeasterly corner of Calvin D. Smith's lot; thence (3) along said Smith's lot, later Blumenson and now Peter S. Palmer and David C. Palmer, North 6 degrees 48 minutes 20 seconds East 255.86 feet to a point in the aforementioned road to Morristown; thence (4) through the said road, South 78 degrees 49 minutes East 95.57 feet to the point and place of BEGINNING.
	Containing fifty-seven one-hundredths of an acre.
1	Being known as #35 Olcott Square, Bernardsville, N.J.
	Being the Third Tract described in deed from Arthur A. Palmer, Jr. and Margaret C. Palmer, his wife, to Arthur A. Palmer, Jr. and Margaret C. Palmer, his wife, dated December 14th, 1981 and recorded February 5th, 1982 in Somerset County Deed Book 1454, page 658.
	The said Arthur A. Palmer, Jr. died on February 5th, 1982 leaving Margaret C Palmer as surviving tenant by the entirety. The said Margaret C. Palmer died on May 10th, 1985 leaving a Last Will and Testament duly probated in the Somerset Coun Surrogate's Office naming Peter S. Palmer and David C. Palmer as executors thereof.
	Surrogate's Office naming Peter S. Palmer and David C. Palmer as executors thereof. BOOK 1609 FASE 799

NC 1845-AFFIDAVIT OF CONSIDERATION RTF-1 (Rev. 1/1/86)	AFFIDAVIT OF CON	OF NEW JERSEY SIDERATION OR EXEMPTION One Commerce Drive, Cranford, N. J. C On Commerce Drive, Cranford, N. J. C On PL 4 DR VS 1-1
	•	49, P.L. 1968) of AL EXEMPTION
To Be Recorded With D	(c. 1)	76, P. L. 1975) 76, P. L. 1975) 968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)
STATE OF NEW JERSEY)	FOR RECORDER'S USE ONLY
COUNTY OF	55 .	Consideration \$
		Realty Transfer Fee \$
(1) PARTY OR LEGAL REPRE	SENTATIVE (See Instructi	*Use symbol "C" to indicate that fee is exclusively for county u ions #3. 4 and 5 on reverse side)
		PALMER, being duly swom according to law upon his/her oath depose
says that he/she is the Grantor	(Name)	
in a deed dated _ December 19th		erve. Concerns Officer, Officer of Talls Co. Landing Institution, etc.) og real property identified as Block No. <u>125</u>
		v Road, Borough of Bernardsville, Somerset
Lot No k County	Desited at <u>PO/ OIU AFE</u>	(Stoins Address, Municipality, County)
(2) CONSIDERATION (See Instru	uction #6)	and annexed h
		te actual amount of money and the monetary value of any other thing of
constituting the entire compensation pa	aid or to be paid for the transfe	a actual allocation of money and the inductory value of any other using of r of title to the lands, treements or other realty, including the remaining an eassumed and agreed to be paid by the grantee and any other lien or encumb
thereon not paid, satisfied or removed		
(3) FULL EXEMPTION FROM	·	hat this deed transaction is fully exempt from the Realty Transfer Fee impos
-	•	Instruction #7.) Mere reference to exemption symbol is not sufficient.
		or heir to effect distribution of the deceder
estate in accordance wit		of the decedent's Will.
(4) PARTIAL EXEMPTION F		III boxes below apply to grantor(s) only. ALL BOXES IN APPROPR for partial exemption. (See Instructions #8 and #9)
		increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 fo
a) SENIOR CITIZEN (See Instructio		
Grantor(s) 62 yrs. of age or ove	er.*	Owned and occupied by grantor(s) at time of sale.
One or two-family residential p	iremises	No joint owners other than spouse or other qualified exempt owner
b) BLIND (See Instruction #8) Grantor(s) legally blind.*		Owned and occupied by grantor(s) at time of sale.
One or two-family residential p	remises.	No joint owners other than spouse or other qualified exempt owner
DISABLED (See Instruction #8) Grantor(s) permanently and tota	ally disabled.*	Owned and occupied by grantor(s) at time of sale.
 One or two-family residential p Receiving disability payments. 	memises.	Not gainfully employed.
IN THE CASE OF HUSBAND AND WIFE, C		No joint owners other than spouse or other qualified exempt owner
GRANTOR NEED QUALIFY. c) LOW AND MODERATE INCOM	AE HOUSING (See Instruction	a (8)
Affordable According to H.U.I Meets Income Requirements of	D. Standards.	Reserved for Occupancy. Subject to Resale Controls.
d) NEW CONSTRUCTION (See Inst	÷ .	Car Subject to restart Controlls.
Entirely new improvement.		Not previously occupied.
Not previously used for any pu Deponent makes this Affidavit	•	Register of Deeds to record the deed and accept the fee submitted herew
accordance with the provisions of c. 4 Subscribed and Sworn to before me		
this9		ME PETER S. PAIRER Name of Granter (type down las) -DAVIC C.
day of O December	, 1986 #87 Old Arm	my Road, Bernardsville, New Jersey 07924
Anna M. Begac	Address of Depotenti	Addres of Granty a Time of Bala
Notary Puplic of New Je My Commission expires	FOR OFFICIAL US	E ONLY This space for use of County Clerk or Register of Deeds.
4/20/86	Instrument Number	Book Page
	Deed Dated 12-19	
		READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. partment of the Treasury, as required by law, and may not be aftered or ame
without the approval of the Director. ORIGINAL — White copy to be retain	ned by County.	
	warded by County to Division	n of Taxation on partial exemption from fee (N.J.A.C. 18:168.12).
	eook 1	60 9 FASE 800
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Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

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The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a atures Sie

Witnessed or Attested by:	· , Mus U	(Seal)
and M. Lagar	Péter S. Palmer	RECORDED (Scal)
Anna M. Legac	David C. Palmer	(Stal)
		Dec 29 10 56 Mi Y
STATE OF NEW JERSEY, COUNTY OF SI I CERTIFY that on December 19	OMERSET SS.	SOMENSET COUNT L.R. OLSOM CLERI
PETER S. PALMER and DAVID C. PALMER,	Executors of the Last	
Margaret C. Palmer, deceased, and acknowledged under oath, to my satisfaction, th	han all the second states and a	personally came before me
 (a) is named in and personally signed this Deed as (b) signed, sealed and delivered this Deed as (c) made this Deed for \$ 1.00 paid for the transfer of title. (Such consi 	his or her act and deed; and as the full and actual deration is defined in N.J.S.A	Jogan 1
N.J.S.A.46:15-13 (Print signer's name below signature)	(Print name an Anna M. Legac Notary Public of My commission exp	New Jerse
TATE OF NEW JERSEY, COUNTY OF	SS	
CERTIFY that on	, 19 ,	
	cretary of the corp	oration named in this Deed;
(b) this person is the attesting witness to the si(c) this Deed was signed and delivered by the c	the F	resident of the corporation;
 (c) this beec was sight and beneficient where resolution of its Board of Directors; (d) this person knows the proper seal of the control of the c		
(e) this person signed this proof to attest to the		, this Deed,
(f) the full and actual consideration paid or to (Such consideration is defined in N.J.S.A.	be paid for the transfer of titl	e is \$
Signed and sworn to before me on	(Print name of atte	simp witness below signature)
	Prepared by:	
	N.J.S.A.46:15-13 (Pr	nt signer's name below signature)

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У	103 – ÇEED - BARGAIN ANO SALE (Covenant as to Grantor's Acts) INDI TO INDI OR CORP. – Plain Language DI RIVIS. – IRavi June 1992)	Copyright© 1982 by ALL-STATE LEGAL SUPPLY CO. _2 One Commerce Drive, Cranford, N.J. 07018
	<u>DEED</u>	Prepared art. Print signer's name below signature)
	This Deed is made on May 24 . 1995 .	Miles S. Winder, III, Esq.
	BETWEEN	NT MET - month of
	DAVID C. PALMER, unmarried, and PETER S. P/	urer, married
	whose address is P.O. Box 776, Bernardsville, N	New Jersey 07924 referred to as the Grantor.
L1	AND	
	· PALMER ENTERPRISES, L.L.C.	
SOMERSET	whose post office address is P.O. Box 776, Bernards	sville, New Jersey 07924
	The words "Grantor" and "Grantee" shall mean all Grantors a	referred to as the Grantee.
COUNTY OF	Transfer of Ownership. The Grantor grants and con below to the Grantee. This transfer is made for the sum of [1]	weys (transfers ownership of) the property described ESS THAN ONE HUNDRED AND NO/100 DOLLARS
	5 (< \$100.00)	The Grantor acknowledges receipt of this money.
CONSID	Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipal Block No. 125 Lot No. New Lot 1	ity of Bernardsville Borough Account No.
'	No property tax identification number is available on the	
	Property. The property consists of the land and the Borough of County of Somerset and State of New	Bernardsville Jersey. The legal description is:
REC NOV/15/1995 (51:34AN 033799	Erie Lackawanna Railway Company (now Conrail) former "Parsonage lot", later belonging to Li (1) along the Railroad lands, South 75 degree in Mt. Airy Road (formerly road leading from thence (2) along said lot North 2 degrees 58 New Jersey State Highway Route #202 (formerly #16); thence (3) along said highway, North 50 a point in said highway; thence (4) South 8 d point; thencè (5) South 77 degrees 21 minutes thence (6) along line of lands of David C. an degrees 30 minutes West 218.46 feet to a conc way of Brie Lackawanna Railway Company, now C its beginning passes over a railroad spike on company right of way South 82 degrees 53 minu point and place of BEGINNING.	ddy, and now Palmer, and running thend s 36 minutes West 68.17 feet to a point Bernardsville to Liberty Corner); minutes West 180.18 feet to a point in Route #32 and earlier known as Route degrees 12 minutes East 144.87 feet t egrees 00 minutes West 2.38 feet to a 20 seconds East 95.57 feet to a point d Peter S. Palmer to the east, South 3 rete monument in the northerly right c onrail, (said course 24.98 feet from line); thence (7) along said railway
5;34AN (3)	CONTAINING 1.0318 acres of land in accordance N.J.L.S. dated May 25, 1991 and continued Mar	with survey of Robert L. Buckingham ch 3, 1992.
3795	BEING designated as New Lot 1 in Block 125 on Tax Map and commonly known as 35, 37-41 Olcot Jersey 07924.	the Borough of Bernardsville t Square, Bernardsville, New
Somerset county cleak jed 22.00	BEING the same premises conveyed to David C. both unmarried, by deed of Dorothy Blumenson, recorded June 7, 1979 in the Somerset County (1400 at page 398 and by deed of Martin Blumen his wife, dated May 29, 1979 and recorded Jun County Clerk's office in Deed Book 1400 at Pag Palmer and David C. Palmer, Executors of the Palmer, deceased, dated December 19, 1986 and Somerset County Clerk's office in Deed Book 14	widow, dated May 27, 1979 and Clerk's office in Deed Book son and Genevieve Blumenson, e 7, 1979 in the Somerset ge 400 and by deed of Peter S. Last Will and Testament of Margaret C. recorded December 29, 1986 in the
	BK 2 ()3480692
	19951337 9 9	

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NC 1645—AFFIDAVIT OF CONSIDERATION RTF-1 (Rev. 1/1/80)	AFFIDAVIT OF CO	E OF NEW JERSEY	ALL-STATE (A Division of All-state Internation 800-222-0510 in U 608-27	nal, Inc.
	•	. 49, P.L. 1968) Of		7 - 2
To Be Desserted With D	(c.	TIAL EXEMPTION 176, P. L. 1975)		
STATE OF NEW JERSEY		,	0, P.L. 1985 (N.J.S.A. 46:15-5 et acq.)	
CONTRACTO	} ∎.	Consideration	s_1.67	
COUNTY OF	;	Realty Transfe Date //~/		-*
			" to indicate that fee is exclusively for county	uc.
(1) PARTY OR LEGAL REPRE	SENTATIVE (See Instru	ctions #3, 4 and 5 on revenue	e nide)	
Deponent, <u>David (</u>	C. Palmer	, being duly a	sworn according to law upon his/her oath depos	és and
says that be/she is thegra	intor	interior, Company Officer, Officer of This Do	. Lasilias listitution, etc.)	
in a deed datedMay_24, 199	<u>35, musfer</u>	ring real property identified a	u Block No 125	
Lot No. New Lot 1 k	ocated at _35, 37-41 (Olcott Square, Ber	mardsville, Somerset County	
		(Sour Address	and annexed b	
(2) CONSIDERATION (See Lastin	uction #6)			
constituting the entire compensation pr of any prior mortgage to which the tran	aid or to be paid for the trans isfer is subject or which is to	sfer of title to the lands, tenes be assumed and agreed to be	y and the monetary value of any other thing of ments or other reality, <u>including the remaining a</u> paid by the grantee and any other lien or encumb	mount
thereon not paid, satisfied or removed (3) FULL EXEMPTION FROM				
			fully exempt from the Realty Transfer Fee impo	eed by
c.49, P.L. 1968, for the following rea	uon(s): Explain in detail. (S	ee Instruction #7.) More refe	runy exemption symbol is not sufficient.	ecú by
 c.49, P.L. 1968, for the following real (a) For a consideration (4) PARTIAL EXEMPTION F CATEGORY MUST BE CHECKED. F 	son(s): Explain in detail. (S on of less than \$ ROM FEE NOTE: Tailure to do so will void cla	ee instruction #7.) Mere refe 100.00 All baxes below apply to im for partial exemption. (Se	erence to exemption symbol is not sufficient. grantor(s) only. ALL BOXES IN APPROPI re Instructions #8 and #9)	RIATE
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Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

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

Witnessed by: (Seal) Bavid C. Pal · Peter S. P Maure NA 4 Aurt (Seai) Maureen A. Hurley as to both: S. Palmer STATE OF NEW JERSEY, COUNTY OF SOMERSET SS.: I CERTIFY that on May 24 . 19 95 DAVID C. PALMER, unmarried, and PETER S. PALMER, married personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) was the maker of the attached deed; (b) executed this deed as his or her own act; and, (c) made this Deed for \$ less than \$100 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.) Hurl auser leg ð (Print name and title below sign ۳V Maureen A. Hurley Notary Public of New Jersey My commission expires 10/7/96 BK 2034 PG 694

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DAVID C. PALMER, unmarried, and PETER S. PALMER, married

то

PALMER ENTERPRISES, L.L.C.

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14 (A. 1997)

Record and return to: Miles S. Winder, III, Esq. 12 Quimby Lane P.O. Box 775 Bermardsville, NJ 07924

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Dated: May 24

BK2034P6695

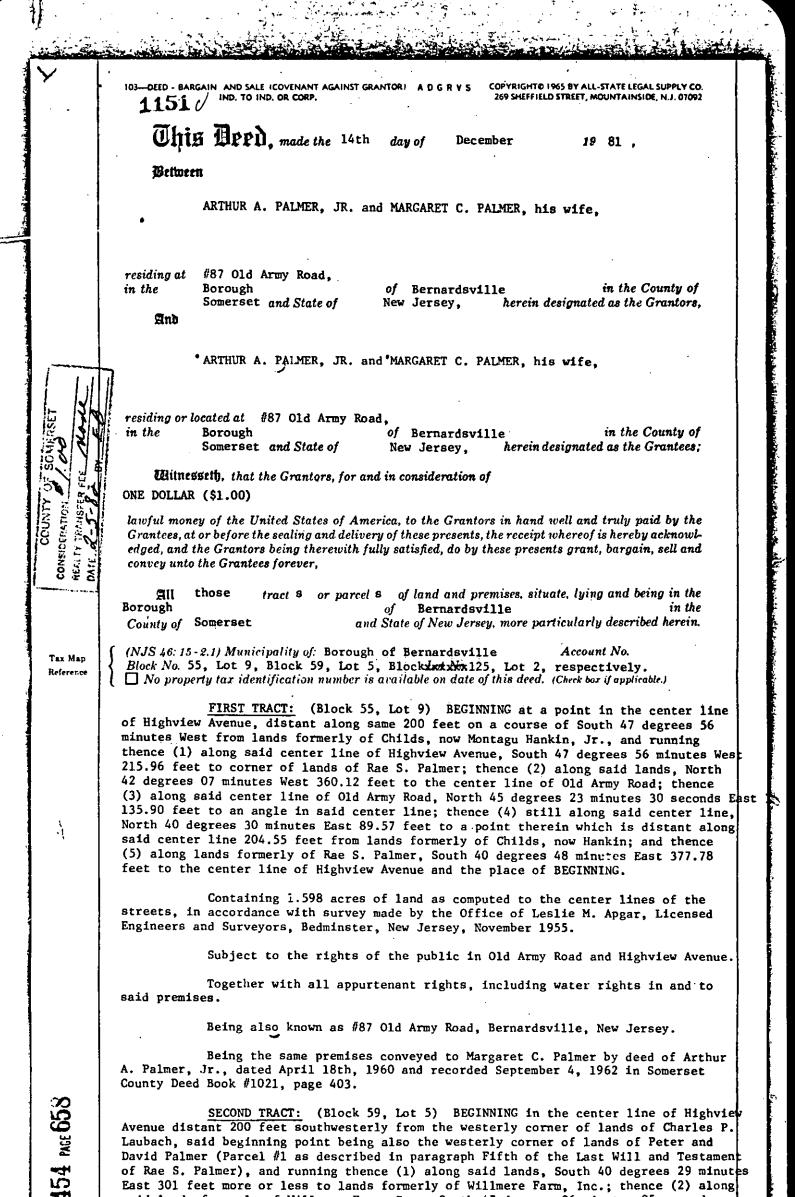
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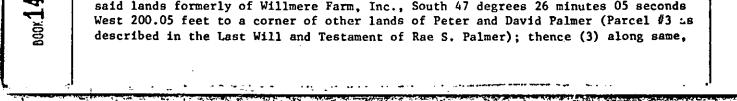
Grantee.

END OF DOCUMENT

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North 40 degrees 29 minutes West, parallel with the first course, 303 feet more or less to the center line of Highview Avenue; and thence (4) along said center line, North 47 degrees 56 minutes East 200 feet to the point and place of BEGINNING.

Being Parcel Number Two as described in Paragraph Fifth of the said Last Will and Testament of Rae S. Palmer.

Being known as #103 Highview Avenue, Bernardsville, New Jersey.

Being the same premises conveyed to Margaret C. Palmer by deed of Roland C. Palmer and Ethel D. Palmer, his wife, dated January 30th, 1968 and recorded February 15th, 1968 in Somerset County Deed Book 1171, page 185.

THIRD TRACT: (Block 125, Lot 2) BEGINNING at the northeast corner thereof in the public road which leads from Bernardsville to Morristown; thence (1) along the former Bocchino tract, now belonging to Peter S. Palmer and David C. Palmer, South 2 degrees 3 minutes 40 seconds West 218.46 feet to the Railroad property; thence (2) along said Railroad property, South 81 degrees 35 minutes West 117.48 feet to the southeasterly corner of Calvin D. Smith's lot; thence (3) along said Smith's lot, later Blumenson and now Peter S. Palmer and David C. Palmer, North 6 degrees 48 minutes 20 seconds East 255.86 feet to a point in beforementioned road to Morristown; thence (4) through the said road, South 78 degrees 49 minutes East 95.57 feet to the point and place of BEGINNING. Containing fifty-seven one-hundredths of an acre.

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Being known as #35 Olcott Square, Bernardsville, New Jersey.

Being the same premises conveyed to Arthur A. Palmer, Jr. by deed of Margaret C. Palmer, dated August 1st, 1956 and recorded November 21st, 1956 in Somerset County Deed Book #883, on page 322.

It is the intention of this instrument to vest title to the foregoing three tracts of land in Arthur A. Palmer, Jr. and Margaret C. Palmer, his wife, as tenants by the entirety.

BOOK 1454 PAGE 659

Cogether with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; **And also** all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in lawand in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. **To Habe** and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whercof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Ulimess Ulpercof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Belivered in the presence of

Dävid C. Palmer

Arthur A. Palmer, Jr.

anganet C. Palmen (LS) Margaret/**¢.** Palmer

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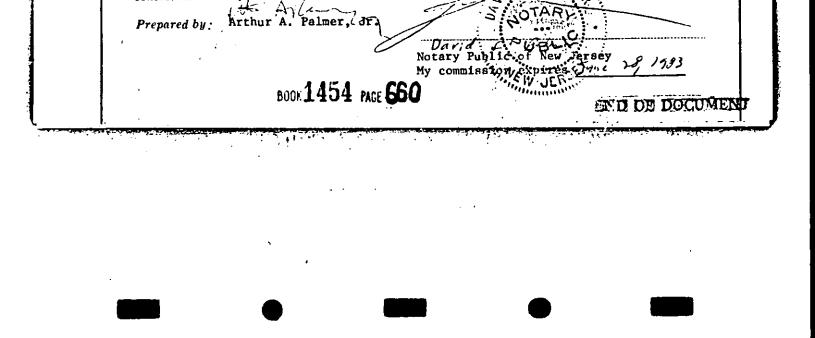
RECORD**ED**

FEB 5 10 23 AH 1982 SOHERSET COUNTY L. R. OLSON, CLERK

State of New Jersey, County of SOMERSET | 55.: Be it Remembered, that on December 30, 1981, before me, the subscriber, A Notary Public of New Jersey personally appeared

ARTHUR A. PALMER, JR. and MARGARET C. PALMER, his wife,

who, I am satisfied, are the persons named in and who executed the within Instrument, and thereupon they acknowledged that they signed, scaled and delivered the same as their act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to really evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$ 1.00.



1	105 - DEED - Executor's - (Covenanti es to Grantor's Acts) Copyright© 1982 By ALL-STATE LEGAL SUPPLY CO.
	IND. OR CORP Plain Language A D G R V ST - 1 One Commerce Drive, Cranford, N.J. 07016 41.830 // This instrument was prepared by:
\mathbf{y}	<u>DEED</u>
	This Deed is made on December 19 , 1986 , David C. Palmer, Esquire
	BETWEEN
	PETER S. PALMER and DAVID C. PALMER, Executors of the Last Will and Testament of Margaret C. Palmer, deceased,
	whose address is #87 Old Army Road, Bernardsville, New Jersey, 07924, referred to as the Grantor,
	AND
	PETER S. PALMER and DAVID C. PALMER, both unmarried,
	whose post office address is #87 01d Army Road, Bernardsville, N.J. 07924, referred to as the Grantee.
	The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.
	Grantor. The Grantor makes this Deed as the Execut Ors of the Last Will of Margaret C.
	Lamer, deceased, late of the Borough of Bernardsville County of
	Somerset and State of New Jersey.
	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 DOLLAR (\$1.00).
Q Z ≥	The Grantor acknowledges receipt of this money.
DERATION 1.00	Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Borough of Bernardsville Block No. 125 Lot No. 2. Account No.
TRANSF	No property tax identification number is available on the date of this Deed. (Check box if applicable.)
CONSIDERATION	Property.The property consists of the land and all the buildings and structures on the land intheBoroughofBoroughofCounty ofSomersetand State of New Jersey.The legal description is:
+	BEGINNING at the northeast corner thereof in the public road which leads from Bernardsville to Morristown; thence (1) along the former Bocchino tract, now belonging to Peter S. Palmer and David C. Palmer, South 2 degrees 3 minutes 40 seconds West 218.46 feet to the Railroad property; thence (2) along said Railroad property, South 81 degrees 35 minutes West 117.48 feet to the southeasterly corner of Calvin D. Smith's lot; thence (3) along said Smith's lot, later Blumenson and now Peter S. Palmer and David C. Palmer, North 6 degrees 48 minutes 20 seconds East 255.86 feet to a point in the aforementioned road to Morristown; thence (4) through the said road, South 78 degrees 49 minutes East 95.57 feet to the point and place of BEGINNING.
	Containing fifty-seven one-hundredths of an acre.
1	Being known as #35 Olcott Square, Bernardsville, N.J.
	Being the Third Tract described in deed from Arthur A. Palmer, Jr. and Margaret C. Palmer, his wife, to Arthur A. Palmer, Jr. and Margaret C. Palmer, his wife, dated December 14th, 1981 and recorded February 5th, 1982 in Somerset County Deed Book 1454, page 658.
	The said Arthur A. Palmer, Jr. died on February 5th, 1982 leaving Margaret C Palmer as surviving tenant by the entirety. The said Margaret C. Palmer died on May 10th, 1985 leaving a Last Will and Testament duly probated in the Somerset Coun Surrogate's Office naming Peter S. Palmer and David C. Palmer as executors thereof.
	Surrogate's Office naming Peter S. Palmer and David C. Palmer as executors thereof. BOOK 1609 FASE 799

NC 1845-AFFIDAVIT OF CONSIDERATION RTF-1 (Rev. 1/1/86)	AFFIDAVIT OF CON	OF NEW JERSEY SIDERATION OR EXEMPTION One Commerce Drive, Cranford, N. J. C On Commerce Drive, Cranford, N. J. C On PL 4 DR VS 1-1
	•	49, P.L. 1968) of AL EXEMPTION
To Be Recorded With D	(c. 1)	76, P. L. 1975) 76, P. L. 1975) 968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)
STATE OF NEW JERSEY)	FOR RECORDER'S USE ONLY
COUNTY OF	55 .	Consideration \$
		Realty Transfer Fee \$
(1) PARTY OR LEGAL REPRE	SENTATIVE (See Instructi	*Use symbol "C" to indicate that fee is exclusively for county u ions #3. 4 and 5 on reverse side)
		PALMER, being duly swom according to law upon his/her oath depose
says that he/she is the Grantor	(Name)	
in a deed dated _ December 19th		erve. Concerns Officer, Officer of Talls Co. Landing Institution, etc.) og real property identified as Block No. <u>125</u>
		v Road, Borough of Bernardsville, Somerset
Lot No k County	Desited at <u>PO/ OIU AFE</u>	(Stoins Address, Municipality, County)
(2) CONSIDERATION (See Instru	uction #6)	and annexed h
		te actual amount of money and the monetary value of any other thing of
constituting the entire compensation pa	aid or to be paid for the transfe	a actual allocation of money and the inductory value of any other using of r of title to the lands, treements or other realty, including the remaining an eassumed and agreed to be paid by the grantee and any other lien or encumb
thereon not paid, satisfied or removed		
(3) FULL EXEMPTION FROM	·	hat this deed transaction is fully exempt from the Realty Transfer Fee impos
-	•	Instruction #7.) Mere reference to exemption symbol is not sufficient.
		or heir to effect distribution of the deceder
estate in accordance wit		of the decedent's Will.
(4) PARTIAL EXEMPTION F		III boxes below apply to grantor(s) only. ALL BOXES IN APPROPR for partial exemption. (See Instructions #8 and #9)
		increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 fo
a) SENIOR CITIZEN (See Instructio		
Grantor(s) 62 yrs. of age or ove	er.*	Owned and occupied by grantor(s) at time of sale.
One or two-family residential p	iremises	No joint owners other than spouse or other qualified exempt owner
b) BLIND (See Instruction #8) Grantor(s) legally blind.*		Owned and occupied by grantor(s) at time of sale.
One or two-family residential p	remises.	No joint owners other than spouse or other qualified exempt owner
DISABLED (See Instruction #8) Grantor(s) permanently and tota	ally disabled.*	Owned and occupied by grantor(s) at time of sale.
 One or two-family residential p Receiving disability payments. 	memises.	Not gainfully employed.
IN THE CASE OF HUSBAND AND WIFE, C		No joint owners other than spouse or other qualified exempt owner
GRANTOR NEED QUALIFY. c) LOW AND MODERATE INCOM	AE HOUSING (See Instruction	a (8)
Affordable According to H.U.I Meets Income Requirements of	D. Standards.	Reserved for Occupancy. Subject to Resale Controls.
d) NEW CONSTRUCTION (See Inst	÷ .	Car Subject to restart Controlls.
Entirely new improvement.		Not previously occupied.
Not previously used for any pu Deponent makes this Affidavit	•	Register of Deeds to record the deed and accept the fee submitted herew
accordance with the provisions of c. 4 Subscribed and Sworn to before me		
this9		ME PETER S. PAIRER Name of Granter (type down las) -DAVIC C.
day of O December	, 1986 #87 Old Arm	my Road, Bernardsville, New Jersey 07924
Anna M. Begac	Address of Depotenti	Addres of Granty a Time of Bala
Notary Puplic of New Je My Commission expires	FOR OFFICIAL US	E ONLY This space for use of County Clerk or Register of Deeds.
4/20/86	Instrument Number	Book Page
	Deed Dated 12-19	
		READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. partment of the Treasury, as required by law, and may not be aftered or ame
without the approval of the Director. ORIGINAL — White copy to be retain	ned by County.	
	warded by County to Division	n of Taxation on partial exemption from fee (N.J.A.C. 18:168.12).
	eook 1	60 9 FASE 800
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Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

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The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a atures Sie

Witnessed or Attested by:	· , Mus U	(Seal)
and M. Lagar	Péter S. Palmer	RECORDED (Scal)
Anna M. Legac	David C. Palmer	(Stal)
		Dec 29 10 56 Mi Y
STATE OF NEW JERSEY, COUNTY OF SI I CERTIFY that on December 19	OMERSET SS.	SOMENSET COUNT L.R. OLSOM CLERI
PETER S. PALMER and DAVID C. PALMER,	Executors of the Last	
Margaret C. Palmer, deceased, and acknowledged under oath, to my satisfaction, th	han all the second states and a	personally came before me
 (a) is named in and personally signed this Deed as (b) signed, sealed and delivered this Deed as (c) made this Deed for \$ 1.00 paid for the transfer of title. (Such consi 	his or her act and deed; and as the full and actual deration is defined in N.J.S.A	Jogan 1
N.J.S.A.46:15-13 (Print signer's name below signature)	(Print name an Anna M. Legac Notary Public of My commission exp	New Jerse
TATE OF NEW JERSEY, COUNTY OF	SS	
CERTIFY that on	, 19 ,	
	cretary of the corp	oration named in this Deed;
(b) this person is the attesting witness to the si(c) this Deed was signed and delivered by the c	the F	resident of the corporation;
 (c) this beec was sight and beneficient where resolution of its Board of Directors; (d) this person knows the proper seal of the control of the c		
(e) this person signed this proof to attest to the		, this Deed,
(f) the full and actual consideration paid or to (Such consideration is defined in N.J.S.A.	be paid for the transfer of titl	e is \$
Signed and sworn to before me on	(Print name of atte	simp witness below signature)
	Prepared by:	
	N.J.S.A.46:15-13 (Pr	nt signer's name below signature)

	3P22Ch 9p2
	103 – DEED - BARGAIN AND SALE (Covenant as to Grantor's Aets) Copyright 1982 by ALL-STATE LEGAL SUPPLY CO. IND TO IND: OR CORP – Plant Language DRVS – 2 One Commerce Drive, Crantord, NJ 07018 (Rev. June 1992)
	DEED
	This Deed is made on May 24 , 19 95 , Miles S. Winder, III, Esq.
	DAVID C. PALMER, unmarried, and PETER S. PALMER, married
	whose address is P.O. Box 776, Bermardsville, New Jersey 07924 referred to as the Grantor,
	AND
A EHELS	PALMER ENIERPRISES, L.L.C.
20 20 20 20 20 20 20 20 20 20 20 20 20 2	whose post office address is P.O. Box 776, Bermandsville, New Jersey 07924 referred to as the Grantee. The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.
COUNTY OF CONSIDERATION CONSIDERATION TEALTY JANSEER FE	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 LESS THAN ONE HUNDRED AND NO/100 DOLLARS
ALLA SONSID	(< \$100.00) The Grantor acknowledges receipt of this money.
- 1	Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Bernardsville Borough Block No. 125 Lot No. 3 Account No.
	No property tax identification number is available on the date of this Deed. (Check box if applicable).
	Property. The property consists of the land and all the buildings and structures on the land in the Borough of Bernardsville County of Somerset and State of New Jersey. The legal description is:
	South 73 degrees 46 minutes East 94.52 feet to a point in Morristown Road; thence (2) South 06 degrees 44 minutes West along line of lands of Craftman's Club Masonic Lodge 181.51 feet to an iron pipe set in the northerly right of way line of the Brie Lackawanna Railway Co. (now Conrail); thence (3) along said Railway Co. South 79 degrees 06 minutes West 84.62 feet to a concrete monument set in the most southeasterly corner of lands formerly of Arthur A. Palmer, Jr.; thence (4) along lands formerly of Arthur A. Palmer, Jr. North 03 degrees 30 minutes East 223.10 feet to the point and place of BEGINNING.
書	In accordance with survey of Robert L. Buckingham, N.J.L.S., dated October 2, 1978 and resurveyed December 19, 1989.
REC MOV/15/1995 03:34AN 033000	BEING known and designated as Lot 3, in Block 125, on the Borough of Bernardsville Tax Map and being commonly known as 1-9 Morristown Road, Bernardsville, New Jersey 07924.
:34an 033800	BEING the same premises conveyed to David C. Palmer and Peter S. Palmer, by Deed of Vincent J. Bocchino and Rose D'Angelo, Executors of the Last Will and Testament of Joseph Bocchino, dated October 11, 1967 and recorded in the Somerset County Clerk's office on October 13, 1967 in Deed Book 1163 at Page 189&c.
Somerset county clerk jeg 20	
12.93 19	
	BK 2 0 3 4 PC 5 9 6
~	1995133800

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NC 1845—AFRIDAVIT OF CONSIDERATION RTF-1 (Rev. 1/1/86)	AFFIDAVIT OF CONSI	F NEW JERSEY ALLSTATE LEGA DERATION OR EXEMPTION A Division of AJ state International, in , P.L. 1968)
		OF VIT.
To Be Recorded With D		, P. L. 1975) 8. as amended by c. 225, P.L. 1985 (N.J.S.A. 46:L5-5 et aeq.)
STATE OF NEW JERSEY	<u>}.</u>	FOR RECORDER'S USE ONLY Consideration \$1
COUNTY OFSOMERSET	{ = .	Realty Transfer Fee \$*
		Date <u>11-15-97</u> By <u>2</u> "Use symbol "C" to indicate that fee is exclusively for country see.
1) PARTY OR LEGAL REPRE	SENTATIVE (See Instruction	
Deponent, David C. Pal	mer	, being duly sworn according to law upon his/her oath deposes at
	()(m))	
ays that he/she is the <u>grantor</u> a		Companies Dillaure, Colliner of Tiple Co. Laurence, Institution, ex.)
n a dood dated <u>May 24, 199</u>	70 transferring n	real property identified as Block No. <u>125</u>
.ot No3 ka	cated at <u>1-9 Morristow</u>	n Road, Bernardsville, Somerset County
		and amesed herei
2) CONSIDERATION (See Instru	iction #6)	
B) FULL EXEMPTION FROM 1	FEE Denoment claims that	
(a) For a consideration • PARTIAL EXEMPTION F	non(s): Explain in detail. (See Institution of less than \$100.) ROM FEE NOTE: All	bazes below apply to grantor(s) only. ALL BOXES IN APPROPRIAT
 (a) For a consideration (a) PARTIAL EXEMPTION F ATEGORY MUST BE CHECKED. FA Deponent claims that this deed tr ollowing reason(s): (a) SENIOR CITIZEN (See Instruction Grantor(s) 62 yrs. of age or over 	non(s): Explain in detail. (See In n of less than \$100 ROM FEE NOTE: All ailure to do so will void claim for unsection is exempt from the incr a #8) r.*	struction #7.} Mere reference to exemption symbol is not sufficient.
 (a) For a consideration (a) PARTIAL EXEMPTION F ATEGORY MUST BE CHECKED. FA Depotent claims that this deed to ollowing reason(s): (b) SENIOR CITIZEN (See Instruction) 	non(s): Explain in detail. (See In n of less than \$100 ROM FEE NOTE: All ailure to do so will void claim for unsection is exempt from the incr a #8) r.*	struction #7.) More reference to exemption symbol is not sufficient. 00 bazes below apply to grantor(s) only. ALL BOXES IN APPROPRIAT repartial exemption. (See Instructions #8 and #9) reased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for th
 (a) For a consideration (a) For a consideration (b) PARTIAL EXEMPTION F (c) ATEGORY MUST BE CHECKED. F (c) Deponent claims that this deed tr (c) Obe on two-family residential p (c) BLIND (See Instruction #8) (c) Grantor(s) legally blind.* (c) One or two-family residential p 	non(s): Explain in detail. (See In- n of less than \$100.4 ROM FEE NOTE: All ailure to do so will void claim for ansaction is exempt from the incr a #8) r.* remises	struction #7.) More reference to exemption symbol is not sufficient. 00 bazes below apply to grantor(s) only. ALL BOXES IN APPROPRIAT reased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for th Owned and occupied by grantor(s) at time of sale.
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 (a) For a consideration (a) For a consideration (a) PARTIAL EXEMPTION F (b) TEGORY MUST BE CHECKED. For Deponent claims that this deed to oblowing reason(s): (c) SENIOR CITIZEN (See Instruction of Construction (s) 62 yrs. of age or over two-family residential p (c) BLIND (See Instruction #8) (c) Grantor(s) legally blind.* (c) One or two-family residential p (c) DISABLED (See Instruction #8) (c) Grantor(s) permanently and tota (c) One or two-family residential p (c) Receiving disability payments. (c) THE CASE OF HUSBAND AND WIFE, Q 	non(s): Explain in detail. (See In- n of less than \$100,4 ROM FEE NOTE: All ailure to do so will void claim for ansaction is exempt from the incr a #8) rr.* remises. Hy disabled.* remises.	struction #7.) More reference to exemption symbol is not sufficient. (0) bazes below apply to grantor(s) only. ALL BOXES IN APPROPRIAT repartial exemption. (See Instructions #8 and #9) reased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for th Owned and occupied by grantor(s) at time of sale. No joint owners other than spouse or other qualified exempt owners. Owned and occupied by grantor(s) at time of sale. No joint owners other than spouse or other qualified exempt owners. Owned and occupied by grantor(s) at time of sale.
 (a) For a consideration (a) For a consideration (a) PARTIAL EXEMPTION F (b) PARTIAL EXEMPTION F (c) PARTIAL EXEMPTION F (c) PARTIAL EXEMPTION F (c) PARTIAL EXEMPTION F (c) Opeon the second state of the second state	son(s): Explain in detail. (See In n of less than \$100.4 ROM FEE NOTE: All ailure to do so will void claim for ansaction is exempt from the incr a #8) r.* remises. Ally disabled.* remises. NLY ONE	struction #7.) More reference to exemption symbol is not sufficient. 00 bazes below apply to grantor(s) only. ALL BOXES IN APPROPRIAT r partial exemption. (See Instructions #8 and #9) reased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for th Owned and occupied by grantor(s) at time of sale. No joint owners other than spouse or other qualified exempt owners. Owned and occupied by grantor(s) at time of sale. No joint owners other than spouse or other qualified exempt owners. Not gainfully employed. Not gainfully employed. Not joint owners other than spouse or other qualified exempt owners.
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ORIGINAL — White copy to be retained by County. OUPLICATE — Yellow copy to be forwarded by County to Division of Taxation on partial examption from fee (N.J.A.C. 18:16—8.12). TRIPLICATE — Pink copy is your file copy. BX 2 U 3 4 \pm \pm \pm \pm \pm \pm

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

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

Witnessed by:

Maureen A. Hurley as to goth:

David C. Palmer (Seal) ---------- (Seal) · Péter S. Palmer

STATE OF NEW JERSEY, COUNTY OF SOMERSET SS.: I CERTIFY that on May 24 , 19 95 ,

DAVID C. PALMER, unmarried, and PETER S. PALMER, married personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached deed;(b) executed this deed as his or her own act; and,

(c) made this Deed for \$1ess than \$100 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.)

Hurley aurea (Print name and title below signature)

Maureen A. Hurley Notary Public of New Jersey My commission expires 10/7/96

BK2034P6598

DEED

DAVID C. PALMER, unmarried, and PETER S. PALMER, married

то

Grantor,

Grantee.

PALMER ENTERPRISES, L.L.C.

, *19* 95 May 24 Record and return to: Miles S. Winder, III, Esq. 12 Quimby Lane P.O. Box 775 Bernardsville, NJ 07924

Dated:

BK 2034 PG 699

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Appendix F – Approved Site Plan and Resolution

PLANNING BOARD BOROUGH OF BERNARDSVILLE

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Application No. SP-111B

RESOLUTION

WHEREAS, PETER S. and DAVID C. PALMER have applied to the Planning Board of the Borough of Bernardsville for preliminary and final site plan approval to renovate an existing building and install a series of site improvements, to effectuate a change of usage, including a Conditional Use (Fast Service Restaurant) and for a lot merger, together with certain variances, exceptions and waivers as set forth below, Application No. SP-111B, relating to property known as Block 125, Lots 1 and 2 located at 39-43 Olcott Square; and

WHEREAS, a public hearing was held on said application on September 19, 1991, at which time interested citizens were afforded the opportunity to be heard; and

WHEREAS, after carefully considering the evidence presented by the applicants and other interested parties, the Planning Board has made the following factual findings and conclusions:

1. The applicants are the owners of the subject property, which is located in the B-1 Business District. The parcel is improved with two (2) commercial buildings and a shared parking lot. The facility on Lot 1 would undergo substantial renovations and alterations; the other main building would not be modified in connection with the application. The Lot 1 building was severely damaged several years ago by a fire. Under Application No. SP-111A, the applicants obtained approval from the Planning Board on July 25, 1991 to construct a cupola on the roof of this 2-1/2 story structure, which application necessitated a variance from the height restrictions of the Ordinance. In connection with the instant application, the applicants propose to redesign both the interior and exterior of the building, which presently houses retail and office space on

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the first floor and apartments on the upper levels. The applicants seek to modify the usage of the facility. A bagel store would occupy approximately 1,519 square feet in the one-story portion of the building and the balance of the structure, approximately 6,121 square feet, would be comprised of office space. A rear addition is proposed to accommodate a lobby area, stairwell and elevator. Other site alterations include a rebuilt facade, new sidewalks and curbing, and an upgraded parking lot. The garage which until recently had existed on Lot 1 has been demolished. The applicants also seek to effectuate a consolidation or merger of Lots 1 and 2 into a single lot.

2. The applicants' proposal is depicted on a site plan prepared by Yannaccone Associates, Inc., Civil Engineers and Surveyors, dated September 6, 1991 and revised to September 19, 1991 and on a set of architectural plans prepared by J. V. Franco Associates dated September 19, 1991.

3. Pursuant to Section 12-12.1(a)(5) of the Development Regulations Ordinance, Fast Service Restaurants are allowed as conditional uses in the B-1 Business District. In accordance with Section 12-19.2(i), Fast Service Restaurants must meet the following specific conditional use criteria:

> "1. There shall be no direct dispensing of food to customers in motor vehicles, nor shall there be any dispensing of food outside the confines of the building or to customers outside the confines of the building.

> 2. Not more than fifty (50) percent of the main floor of any building shall be devoted to fast service restaurants."

The proposed bagel shop comes within the Ordinance definition of Fast Service Restaurant.

4. In addition to site plan and conditional use approval, the applicants request the following variances, exceptions and waivers, which relief falls within the ancillary jurisdiction of the Planning Board:

> (a) Pursuant to Section 12-12.3(b) of the Ordinance, the minimum front yard setback required in the Zone is 10 feet. The building on Lot 1 currently encroaches into the state highway right-of-way and the building on Lot 2 is situated within 7 feet of the right-of-way.

(b) Pursuant to Section 9-10.2 of the Ordinance, the minimum required setback for parking areas in the B-1 Zone is 5 feet from the buildings and property lines. Currently, the rear parking areas on Lots 1 and 2 extend to the southerly boundary line. The proposed parking lot would be within approximately three (3) feet of the rear lot line on existing Lot 2. Additionally, there is parking adjacent to the building on Lot 2 which would be continued. A portion of the Lot 1 rear parking area would be within the County right-of-way, which is also an existing condition.

(c) Pursuant to Section 9-10.6, 113 parking spaces are required for the usages proposed for the parcel (including the Lot 3 parking area which is part of the joint parking lot). The applicants would be providing a total of 65 parking spaces.

(d) Pursuant to Section 9-10.7 of the Ordinance, a 12' x 30' loading space is required. The applicants propose a loading space measuring 6.5'x 75'.

5. Mervin Dickinson, the applicants' landscape architect and professional engineer, was the first witness to testify. Mr. Dickinson reviewed the features of the site plan. The site improvements, primarily centered upon Lot 1, would include new curbing, sidewalks, landscaping and drainage features. A new sidewalk would be installed along a portion of the westerly edge of the parcel. The curb opening to Lot 1 parking area would be reduced to 24 feet. The existing parking in the front portion of Lot 1 would be eliminated and replaced with a walkway, benches and substantial plantings. The landscaping proposed for the site would be varied in type and size, including shade trees, ornamental trees and shrubbery. With respect to stormwater runoff, the site was said to drain in a southerly direction to a swale near the railroad tracks at the rear of the subject property. Mr. Dickinson described the improvements proposed, including inlets and drywells in the southwesterly corner of the site. Mr. Dickinson submitted that with the improvements, the site should experience a net decrease in stormwater runoff. Site lighting was discussed by the witness. There would be two (2) ten foot high pole lights, of a Victorian style, installed in the parking lot. Mr. Dickinson represented that the lighting plan would satisfy Ordinance requirements. The engineer noted a number of changes made to the plans pursuant to the zoning and

engineering reviews prepared by the Board consultants. Certain grading adjustments were made on the northerly and westerly side of the Lot 1 building. It was noted that the loading zone could be made wider by modifying the curbing along the easterly side of the Lot 1 building. Mr. Dickinson, who is also a licensed planner, concluded by stating that the proposal should have no adverse effect upon the surrounding neighborhood or the Zone Plan.

6. David C. Palmer, one of the applicants, provided some testimony concerning parking. He stated that the proposal would cause the loss of some ten (10) spaces from the 75 stalls now present. Mr. Palmer indicated that the parking lot is rarely filled to capacity. He also stated that the Borough-owned parking lot, located on the other side of the railroad tracks from the subject property, generally has excess capacity.

7. James Franco, the applicants' architect, provided additional expert testimony in support of the application. Mr. Franco described the architectural features of the proposal, noting that the applicants are operating within the parameters of an existing, damaged building. Mr. Franco testified that some of the detail of the original building will be restored. Various facets of the redesigned exterior would be linked in a consistent manner, according to the architect. Signage of the various tenants would be coordinated. Mr. Franco stated that the office space could accommodate multiple tenants. The witness stated that there would be no internal access between the bagel shop and the balance of the facility. The exterior would be finished with a gray stucco material. A canopy overhang is proposed for the front of the building, with downcast lighting.

8. David Mazen, the proprietor of the shop identified as the "Bagel Bin", also testified. He described the food items which would be provided, including baked goods and sandwiches. The hours of operation would be Monday to Saturday, 6 A.M. to 5 P.M. and Sundays 6 A.M. to 1 P.M. The witness noted that the bulk of his customer traffic could be expected between the hours of 6 A.M. and 9 A.M. Mr. Mazen stated that he has had previous experience working in a similar operation. Two to three employees, excluding the witness, would work at the store at a given time. Three to four tables would be provided for customers to eat on-site. No waiter service or outside facilities are proposed.

9. One neighboring businessman commented on the application. He indicated that he was generally supportive of the proposal, although he advanced some concern regarding the sufficiency of parking spaces.

10. After reviewing the evidence, the Board concludes that it is satisfied with the site plan, subject to the conditions set forth below. The Board also finds that the proposal is in conformity with the conditional use standards for a Fast Service Restaurant as set forth in the Development Regulations Ordinance.

ll. With respect to the requested variances, waivers and exceptions, the Board is of the opinion that the purposes of the Municipal Land Use Law will be advanced by the requested deviations from the Ordinance requirements and that the benefits to be derived therefrom will substantially outweigh any detriments associated therewith. Most of the violations result from pre-existing conditions. The proposal is well-designed and constitutes a significant upgrade of this Olcott Square property.

12. The Board further concludes that the applicants have shown that relief can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the Zone Plan and Zoning Ordinance. The new usage and site improvements should blend favorably with the surrounding neighborhood. The Board does have a concern with respect to the parking stall shortfall. However, it notes the nearby location of the "Amerman" parking lot for use by the employees of the site, and the anticipated parking area at the substation property. The Board also believes that the most intensive usage of the bagel store will be before 9 A.M. when most of the site parking should be unoccupied.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Borough of Bernardsville on this 26th day of September, 1991, that the application of Peter S. and David C. Palmer for preliminary and final site plan and conditional use approval, together with certain variances, exceptions and waivers, and for lot merger, as aforesaid, be granted subject to the following conditions:

1. The applicants shall obtain approval from the Somerset County Planning Board as to the latest revised plans.

2. The applicants shall obtain approval from the New Jersey Department of Transportation as to the latest revised plans.

3. The applicants shall obtain approval from the Somerset-Union Soil Conservation District as to the latest revised plans.

4. The plans shall be revised in the following respects, all of which shall be satisfactory to the Borough Engineering Department:

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(a) Revise the plans in accordance with the report by Remington & Vernick dated September 18, 1991.

(b) Note on the Landscape and Lighting Plan that the light intensity at the property lines will not exceed 0.5 footcandles.

(c) Provide for a depressed curb at either side of the Mt. Airy Road parking lot access.

(d) Provide section of proposed retaining wall along Mt. Airy Road.

5. The applicants shall record with the County Recording Officer a deed of consolidation merging Lots 1 and 2, which instrument shall be in form satisfactory to the Borough Attorney.

6. The applicants shall obtain the right to use parking spaces at the "Amerman" parking lot on Mt. Airy Road for parking by all employees working at the subject property prior to issuance of a Certificate of Occupancy for each tenant at the premises.

7. The applicants shall enter into a Developer's Agreement with the Borough, which instrument shall be in form satisfactory to the Borough Attorney. The Agreement shall provide for the posting of an inspection escrow and performance guarantee in amounts to be determined by the Borough Engineer.

Conditions 1 through 5 shall be satisfied prior to the signing of the plans by the Board Officers and prior to issuance of a building permit. Condition No. 6 shall be satisfied prior to the issuance of Certificates of Occupancy as specified in said Condition. Condition No. 7 shall be satisfied prior to the issuance of a building permit.

Those in Favor: Mr. Knudeen, Mr. Kandrien, Miss Oliver, Mr. Jorbert, Mr. Tuffnell Those Opposed: None

The foregoing is a true copy of a Resolution adopted by the Planning Board of the Borough of Bernardsville at its meeting on September 26, 1991.

September 26, 1991 Secretary Dated:

Site Plan ofPalmerPropertiesLot1 and 2Block 125Zone B1DateSeptember 6, 1991ScaleAs NotedApplicantDavid and PeterPalmer I consent to the filing of this Site Plan with the Planning Board of Bernardsville David & Peter Palmer 35 Olcott Square 908-766-4234 9/6/91 Owner Address David Palmer Peter Palmer I hereby certify that I have prepared this Site Plan and that all dimensions and information are correct Yannaccone Associates, Inc. 460 Main St. PO Box 459 Chester, NJ NJPE #28555 Mervin N. Dickinson nt NJLS #13155 A: Edmond Yannaccone I have reviewed this site Plan and certify that it meets all codes and ordinancles under my jurisdiction. Vorald Marsp 5/24/92 Borough Engineer Date To be signed before issuance of a building permit: I hereby certify that all the required improvements have been installed or a bond posted in compliance with all applicable codes and ordinances. (if Improvements installed)____ Borough Engineer Date (If bond posted)_____Borough Clerk Date Building Permit Issued_____ Approved by the Planning Board of the Borough of Bernardsville Preliminary 9-26-91 Final 9-26-91 Final 9-26-91 Jean Oliver 3/27/92 Muchaeft Mark 3-27-92 Chairman Date Secretary Date

PROPERTY OWNERS WITHIN 200 TO OF LOTS I AND 2 BLOCK 125 PLANDING DUARD

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BOROUGH OF BERNARDSVILLE HEARING ON APPLICATION FOR VARIANCE FROM ORDINANCE 581 Applicant David & Peter S. Palmer Address ______ 35 Olcore Square, Bernardsville, NJ 07924 Location of Property 39 Olcott Square, Bernardsville, NJ 07924

In accordance with Section 4-7 of Ordinance 581 of the Borough of Bernardsville, notice of public hearing must be served at least ten days prior to the hearing on all property owners within 200 feet of the extreme limits of the affected property as their names appear on the Bor-

ough Tax Records. The following must b	e notified:
Blk Lot Name	Address
125 2 Peter S. & David C. Palmer	35 Olcott Square Bernardsville, NJ 07924
125 3 Pecer S. & David C. Palmer	87 Old Army Road Bernardsville, NJ 07924
125 4 Trustees of Congdon Lodge	11 Morristown Road Bernardsville, NJ 07924
of 16 Bernardsville Borough	Mine Brook Road Bernardsville, NJ 07924
56 17 Crosstown Associates	P. O. Box 28 Washington, NJ 07882
66 18 C & H Realtors Inc.	120 Cross Road Basking Ridge, NJ 07920
66 19 Capodiferro Assoc., Inc.	65 Seney Drive Bernardsville, NJ 07924
66 20 Michele Mennella	+8 Stevens Street Bernardsville, NJ 07924
bo 21 Capodiferro Assoc., Inc.	65 Seney Drive Bernardsville, NJ 07924
70 5 Donald Kalfus & Peter Nastacio	P. O. Box 610 Bernardsville, NJ 07924
6.01 70 Condo Sidney Sussman	Olcott Square Bernardsville, NJ 07924
6.02 70 Condo Norman L. & Gloria W. Saunders	6 Floral Court Westfield, NJ 07090
6.03 70 Condo Robert Corio	2 Olcott Square Bernardsville, NJ 07924
6.04 70 Condo Skyline Realty Assoc.	19 Skyline Drive Warren, NJ 07059
6.05 70 Cando Jleott Square Corp.	19 Skyline Drive Warren, NJ 07059
6.96 70 Condo Olcott Square Corp.	19 Skyline Drive Warran, NJ 07059
6.07 70 Condo Nicholas & Jean Mazzocchi, Jr.	27 Prospect Street Bernardsville, NJ 07924
6.08 70 Conco Vincent A. & Nancy Pepe	305 Passaic Avenue Stirling, NJ 07980
99 1 Ramsey Associates, Inc.	460 Milltown Rd., Box 6150 Bridgewater, NJ 08807
99 2 Garv S. & Jill Ricker	P. 0. Box 678 Oldwick, NJ 08858
99 3 Kenneth & Helen Decker, Sr.	P. O. Box 404 Chatham, NJ 07928
99 4 Mary Courtet	21 Old Wood Road Morris Plains, NJ 07950
144 1 NJ Dept. of Transportation	Rt. 183 North, Box 55 Netcong, NJ 07857
108 2 Carmine N. & Joan A. Picone	17 Mt. Airy Road Bernardsville, NJ 07924
124 1 Borough of Bernardsville	Mine Brook Road Bernardsville, NJ 07924
.5. Route 202 NJ Dept of Transportation	Rt. 183 North, Box 55 Netcong, NJ 07857
Administration	North Bridge & High Streets

ic. Airy Rd. Somersec County Bldg.

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tcong, NJ	07857		
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merville.	NJ US	8/0	-

	HEARING ON	APPLICATION FOR VARIANCE FROM ORDINANCE 581
pplicant_	David C.	å Peter S. Palmer
ddress	35 Olcot	t Square, Bernardsville, NJ 07924
ocation o	f Property_	39 Olcott Square, Bernardsville, NJ 07924

In accordance with Section 4-7 of Ordinance 581 of the Borough of Bernardsville, notice of public hearing must be served at least ten days prior to the hearing on all property owners within 200 feet of the extreme limits of the affected property as their names appear on the Borough Tax Records. The following must be notified: Blk ress

PLANNING BOARD BOROUGH OF BERNARDSVILLE

Lot	Name	Adda
Block	125. Lots 2 & 3, also notify the	following:
12	Shirley A. McGuirk	1 South Stre Bernardsvill
13	Shirley A. McGuirk	1 South Stre Bernardsvill
14	Revere Savings & Loan Assoc.	22 Morristow Bernardsvill 22 Morristow
15	Revere Savings & Loan Assoc.	Bernardsvill
4	David C. Palmer	35 Olcott Sq Bernardsvill
5	Dennis K. Hoover	34 Prospect Bernardsvill
3	Cortlandt & Nancy K. Parker	17 Morristow Bernardsvill
ó	Vealtown, Inc.	23 Morristow Bernardsvill
;	Harold W. Chesson, Etal	29 Center St Clinton, NJ
		in the second
	List Co	ompiled by L
	certify that proper notice of the $\mathcal{T}_{k}/_{2} \xrightarrow{2} \mathcal{T}_{2}/_{2} \xrightarrow{2} \mathcal{T}_{2}$ at 8 P.M.	

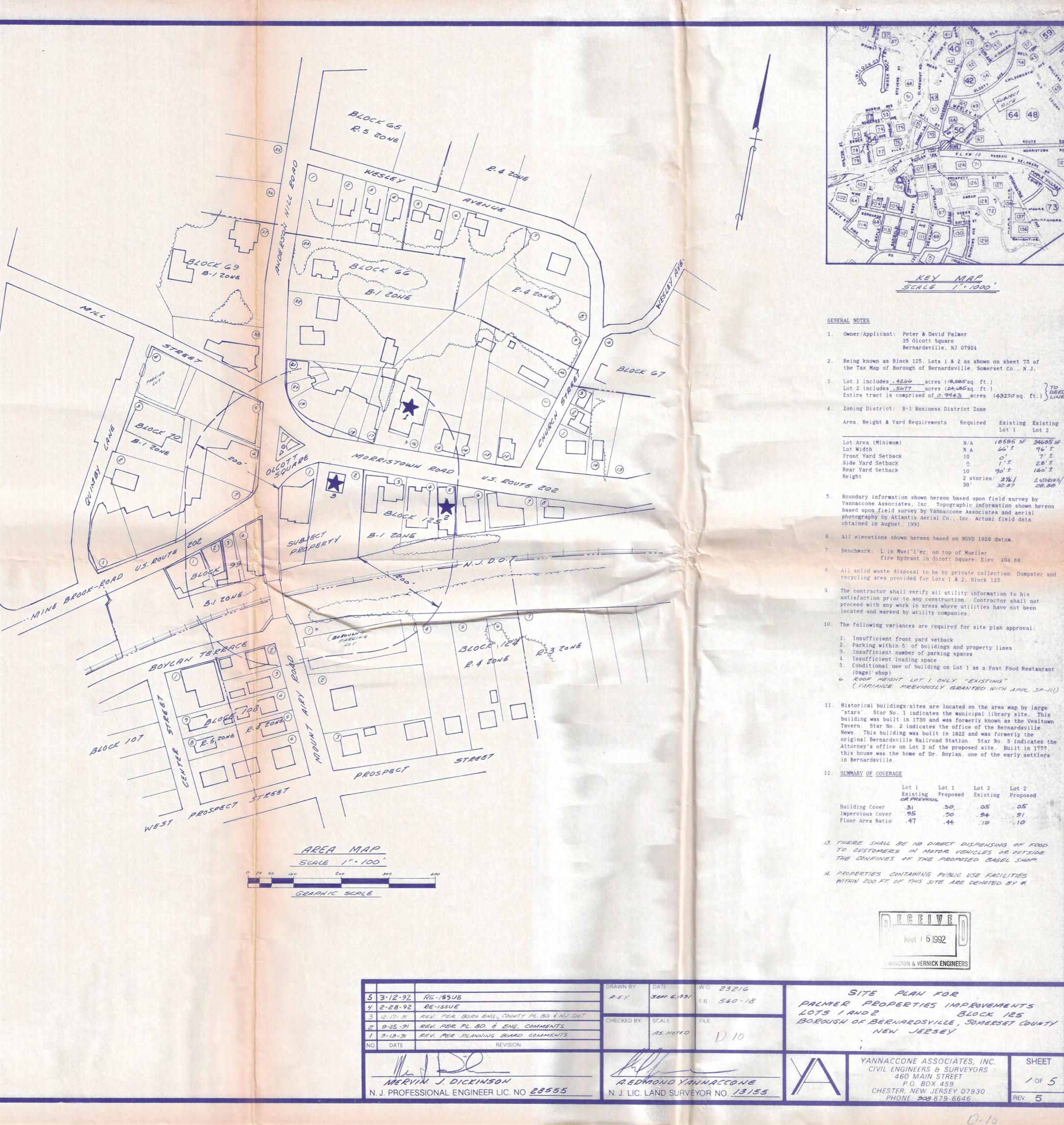
following:
1 South Street Bernardsville, NJ 07924
1 South Street Bernardsville, NJ 07924
22 Morristown Road Bernardsville, NJ 07924
22 Morristown Road Bernardsville, NJ 07924
35 Olcott Square Bernardsville, NJ 07924
34 Prospect Street Bernardsville, NJ 07924
17 Morristown Road Bernardsville, NJ 07924
23 Morristown Road Bernardsville, NJ 07924
29 Center Street Clinton, NJ 08809

CL#91-2-

trutta Muneral 7:0this application to igh Hall has been served on the above property owners. A copy of said notice is attached.

Notary Connie In La year Date <u>7/16/91</u> (This certification to be filed with the Administrative Officer of the 7/11/91

Planning Board at or prior to the hearing.)



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1 1 <th>ARANE ANDRE TO ANDRE</th>	ARANE ANDRE TO ANDRE

- 2. Being known as Block 125, Lots 1 & 2 as shown on sheet 75 of the Tax Map of Borough of Bernardsville, Somerset Co., N.J.
- Lot 2 includes .5677 acres (24,685sq. ft.) Entire tract is comprised of 0.9943 acres (43270 sq. ft.) LINE

Zoning District: B-1 Business Dis	strict Zone		
Area, Height & Yard Requirements	Required	Existing Lot 1	A CONTRACT OF
Lot Area (Minimum)	N/A	18585 SF	
Lot Width	N.A	66'±	96' ±
Front Yard Setback	10	0'	7'±
Side Yard Setback	A	1'±	28'±

30' 32.87 28.88 5. Boundary information shown hereon based upon field survey by Yannaccone Associates, Inc. Topographic information shown hereon based upon field survey by Yannaccone Associates and aerial photography by Atlantis Aerial Co., Inc. Actual field data

- 6. All elevations shown hereon based on NGVD 1929 datum.
- fire hydrant in Olcott Square: Elev. 404.68.
- 8. All solid waste disposal to be by private collection. Dumpster and recycling area provided for Lots 1 & 2, Block 125.
- 9. The contractor shall verify all utility information to his satisfaction prior to any construction. Contractor shall not proceed with any work in areas where utilities have not been
- 10. The following variances are required for site plan approval:

- 5. Conditional use of building on Lot 1 as a Fast Food Restaurant 6. ROOF HEIGHT LOT I ONLY "EXISTING"
- 11. Historical buildings/sites are located on the area map by large "stars". Star No. 1 indicates the municipal library site. This building was built in 1730 and was formerly known as the Vealtown Tavern. Star No. 2 indicates the office of the Bernardsville News. This building was built in 1822 and was formerly the original Bernardsville Railroad Station. Star No. 3 indicates the Attorney's office on Lot 2 of the proposed site. Built in 1777. this house was the home of Dr. Boylan, one of the early settlers

	Lot 1 Existing OR PREVIOU	Lot 1 Proposed	Lot 2 Existing	Lot 2 Proposed
Building Cover	.31	.30	. 05	. 05
Impervious Cover	.95	.90	.94	. 91
Floor Area Ratio	.47	-44	:10	.10

- 13. THERE SHALL BE NO DIRECT DISPENSING OF FOOD TO CUSTOMERS IN MOTOR VEHICLES OR OUTSIDE THE CONFINES OF THE PROPOSED BAGEL SHOP.
- 14. PROPERTIES CONTAINING PUBLIC USE FACILITIES

DRAWN BY	DATE SEPT: 6,1991 SCALE AS: NOTED	WO 23216 FB 560-18 FILE D-10	SITE PLAN FOR PALMER PROPERTIES IMPROVEMENT LOTS I AND 2 BOROUGH OF BERNARDSVILLE, SOMERSET ON NEW JERSEY	5
		NNACCONE YOR NO. 13155	YANNACCONE ASSOCIATES, INC. CIVIL ENGINEERS & SURVEYORS 460 MAIN STREET P.O. BOX 459 CHESTER, NEW JERSEY 07930 PHONE: 908-879-6646 REV	SHEET



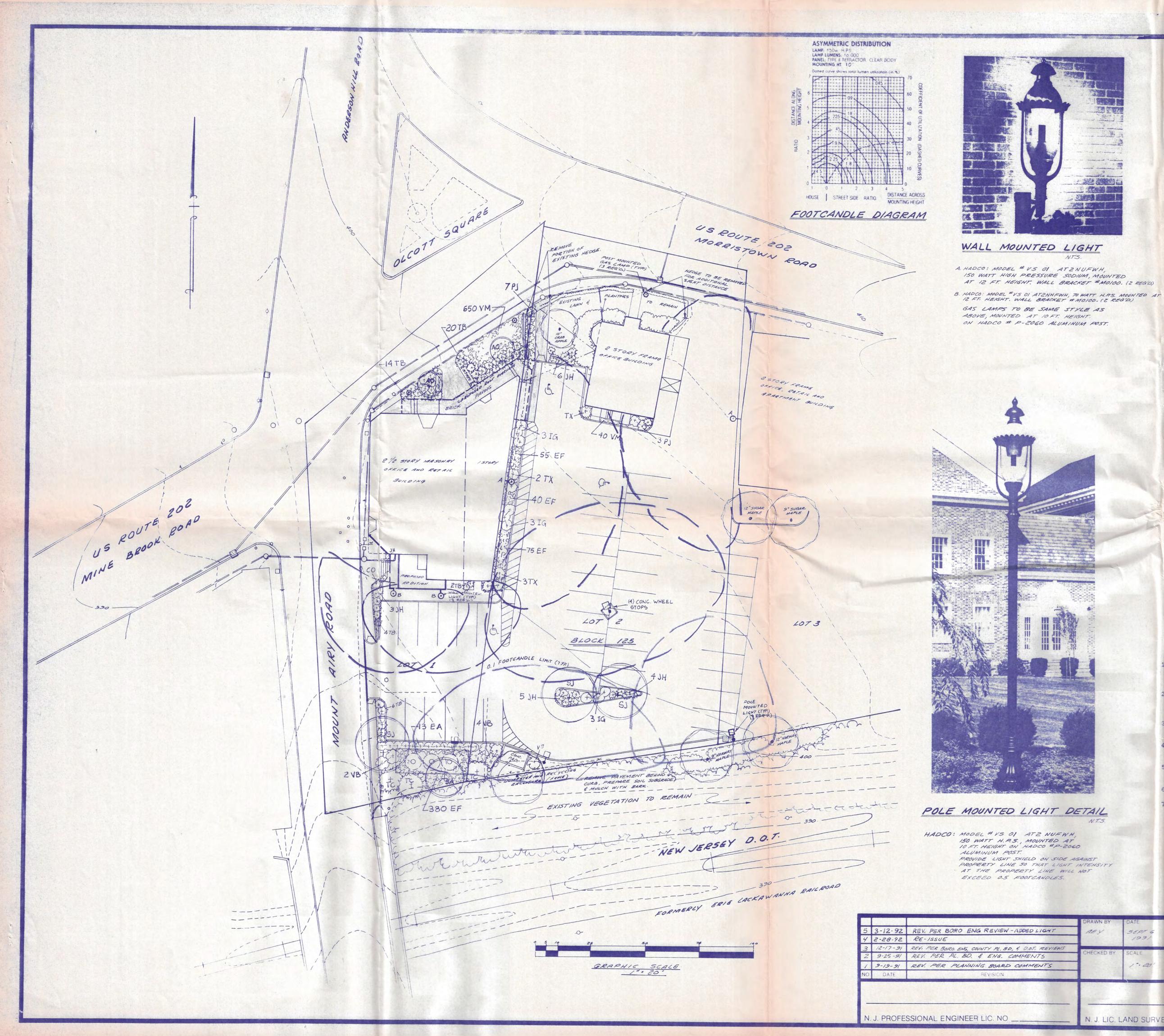
PARKING CHART REQUIRED EXISTING PROPOSED PARKING PARKING PARKING LOT 1: 5636 SF OFFICE @ 1 SPACE/150 SF 38 1698 SF FAST FOOD @ I SPACE / 100 SF 17 55 12 10 LOT 2: 2432 SF OFFICE @ I SPACE / 150 SF 16 38 26 LOT 3: 3812 SF OFFICE @ I SPACE / 150 SF 25 1956 SF OFFICE @ I SPACE / 200 SF 10 2 2 BR. APTS. @ 2.5 SPACES EACH 5 27 40 27 PERCENTAGE OF REQUIRED PARKING PROVIDED LOTS 1 52: 53% 38/71 LOTS 1,2 € 3: 65/111 59% 23216 SITE, GRADING AND UTILITY PLAN PALMER PROPERTIES AEY SEPT. 6 8 560 -18 LOTS I AND 2 BLOCK 125 BOROUGH OF BERNARDSVILLE, SOMERSET COUNTY, NEW JERSEY 0.10 SHEET

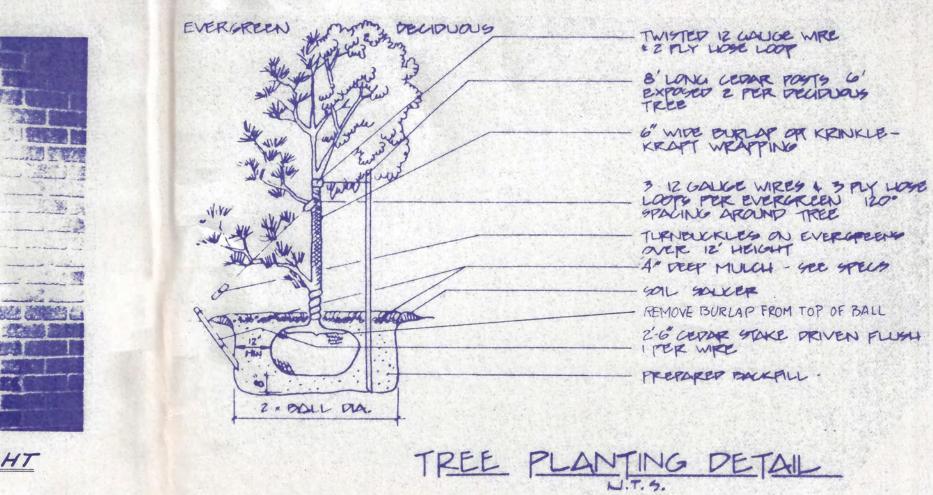
A. EDMOND YANNACCONE

A. EDMOND YANNACCONE N. J. LIC. LAND SURVEYOR NO. 13155 YANNACCONE ASSOCIATES, INC. CIVIL ENGINEERS & SURVEYORS 460 MAIN STREET P.O. BOX 459 CHESTER, NEW JERSEY 07930

PHONE: 908-879-6646

SHEET 2 OF 5 REV: 6





MAINTENANCE PLAN:

1. WATER REGULARLY, ESPECIALLY DURING HOT DRY SPELLS. 2. WEED CONTROL, MIN. 2 TIMES DURING GROWING SEASON. 3. PRUNING & SHAPING ONLY AS NEEDED TO CONTROL EXCESSIVE

Contraction of the second second second second

- GROWTH OR REPAIR DAMAGE.
- 4. REPLENISH MULCH EACH SPRING.
- 5. REPLACE ANY DEAD OR DAMAGED PLANTS.

Quantity	Key	Botanical Name	Common Name	Size	Notes
2	AC	Amelanchier canadensis	Shadblow Serviceberry	6'- 8' Ht.	B&B
1	CO	Chamaecyparis obtusa Crippsi	Golden Hinoki Cypress	3'-4' Ht.	B & B
13	EA	Euonymus Alatus Compacta	Compact Burning Bush	2 1/2'-3' Ht.	B & B
700	EF	Euonymus fortunei coloratus	Wintercreeper Euonymus	8"-12" Spr.	Pots
9	IG	Ilex glabra compacta	Compact Inkberry	2'-3' Ht.	B&B
19	JH	Juniperus horiz. Bar Harbor'	Bar Harbor Juniper	15"-18" Spr.	Cans
8	PJ	Pieris japonica	Japanese Andromeda	2 1/2'-3' Ht.	B&B
3	SJ	Sophora Japonica Princeton Upright	Princeton Upright Scholar Tree	2 1/2"-3" Cal.	B & B
1	SA	Sorbus Alnifolia	Korean Mountain Ash	2"-2 1/2" Cal.	B&B
46	TB	Taxus baccata repandens	Spreading English Yew	18"-24" Ht.	B & B
6	TX	Taxus Media `Hatfield'	Hatfield Yew	2'-2 1/2' Ht.	B & B
3	TC	Tsuga canadensis	Canadian Hemlock	5'-6' Ht.	B & B
7	VB	Viburnum prunifolium	Black Haw Viburnum	4'-5' Ht.	B & B
690	VM	Vinca Minor	Perriwinkle	9"-12" Ht.	Pots

PLANTING NOTES

- ALL PLANT MATERIALS SHALL BE NURSERY GROWN STOCK, FREE FROM OBJECTIONABLE DISFIGUREMENTS AND DISEASE, TRUE TO VARIETY, AND PLANTED IN CONFORMANCE WITH SOUND NURSERY PRACTICE.
- PLANTING PITS ARE TO BE DUG AT LEAST 8 INCHES DEEPER AND 12 INCHES WIDER THAN THE PLANT BALL, AND ARE TO BE BACKFILLED WITH PREPARED PLANTING SOIL CONSISTING OF EQUAL PARTS NATIVE SOIL AND HUMUS.
- GROUND COVER PLANTINGS SHALL BE INTO A BED OF SOIL PREPARED AS ABOVE TO 8 INCH DEPTH AND MULCHED WITH AN ADDITIONAL ONE INCH DEPTH OF PEAT MOSS.
- ALL TREES ARE TO BE STAKED WITH TWO 6 FT. CEDAR STAKES, GUYED WITH HOSE COVERED WIRE.
- ALL PLANTINGS, EXCEPT GROUND COVERS, ARE TO BE MULCHED WITH A MINIMUM 4 INCH DEPTH OF SHREDDED HARDWOOD BARK.
- WATERING SAUCERS SHALL BE PROVIDED AROUND EACH TREE.
- ALL PLANT MATERIALS ARE TO BE GUARANTEED BY THE APPLICANT FOR TWO YEARS TO BE IN HEALTHY AND VIGOROUS CONDITION. NECESSARY WATERING AND OTHER MAINTENANCE DURING THE GUARANTEE PERIOD IS THE RESPONSIBILITY OF THE APPLICANT.

	MERVIN J. DICKINSON N.J. CERTIFIED LANDSCAPE ARCHITECT 418
<i>23216</i> 560·18	LANDSCAPE AND LIGHTING PLAN FOR PAUMER PROPERTIES LOTS I AND 2 BLOCK 125
D.10	BOROUGH OF BERNARDSVILLE, SOMERSET COUNTY NEW JERSEY

YANNACCONE ASSOCIATES, INC. CIVIL ENGINEERS & SURVEYORS 460 MAIN STREET

P.O. BOX 459

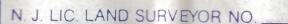
CHESTER, NEW JERSEY 07930

PHONE: 908-879-6646

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SOIL EROSION AND SEDIMENT CONTROL

- All soil erosion and sediment control shall be in accordance with the Soil Erosion Control Act, Chater 251, P.L., 1975 and the interim rules and regulations as published in the "Standards for Soil Erosion and Sediment Control in N.J." as adopted April 1987 by the N.J. State Soil Conservation Committee, copies of which are available at all Soil Conservation District Offices.
- 2) All erosion and sediment control practices shall be in place prior to any grading operations and installation of proposed structures or utilities.
- 3) Stripping of vegetation, grading or other soil disturbances shall be done in a manner which will minimize soil erosion.
- 4) Whenever feasible, natural vegetation shall be retained and protected.
- 5) The extent of the disturbed area shall be kept within practical limits. All disturbed areas and stockpiles which are to remain exposed for a period longer than 30 days shall be temporarily stabilized.
- 6) Water runoff shall be minimized and retained on site wherever possible to facilitate ground water recharge.
- 7) Sediment shall be retained on site. 8) The Contractor shall notify the Municipal Engineer 72 hours prior to
- start of any construction. 9) All erosion and sediment control practices shall be left in place until
- instruction is complete and/or area is stabilized. 10) Standard construction details shown and their use, as well as other measures, shall be in accordance with above specifications and as directed by the Engineer.
- Anti-tracking strips shall be utilized to minimize the tracking of mud and dirt onto existing streets. Wheel washings may be required if field conditions warrant.
-) Where necessary, disturbed areas shall be temporarily seeded and/or mulched until proper weather conditions exist for establishment of a permanent vegetative. (3) Fill material shall be free from debris, perishable or combustible
- material, sod, frozen or wet earth and stones larger than 6 inches in maximum dimension.
- 14) All paved roadways must be kept clean at all times.
- 15) Provide written notification to Somerset Union SCD 48 hours prior to soil disturbance.

VEGETATIVE STABILIZATION CRITERIA

-) Temporary vegetative cover to be sciablished on soils exposed from 1 to 12 months.
- A) Add limestone at a rate of 4000 lbs acre and 10-10-10 fertilizer at a rate of 600 lbs, aure.
- 8) Plant as follows:
- Before May 20 Annual Ryegrass May 20 - June 20 Sudangrass June 1 - Aug. 1 Weeping Lovegrass Aug. 15 - Oct. 15 Annual Ryegrass
- 30 lbs/acre 40 lbs/acre Or April - October Korean Lespedeza 25 lbs/acre, if adequate soil moisture is maintained.

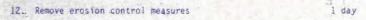
40 lbs/acre

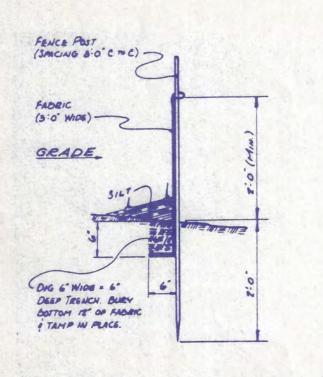
60 lbs/acre

- 2) Permanent vegetative cover general areas under 5% slope. A) Add limestone at a rate of 4000 lbs/acre or according to results of soil tests and 10-20-10 fertilizer at a rate of 600 lbs/acre or according to results of soil tests.
- B) 54% Kentucky 31 Fescue, 17% Kentucky Bluegrass, 20% Creeping Red Fescue, 5% Red Top and 3% Inert (sometimes designated as athletic field mixture). 100 #/ac.
- Permanent vegetative cover critical areas over 5% slope. A) Add limestone at a rate of 4000 lbs/acre or according to results of soil tests and 10-20-10 fertilizer at a rate of 600 lbs/acre or according to results of soil tests.
- B) Seed with 50 lbs. of Kentucky 31 Fescue and 10 lbs. Crown Vetch/acre. 4) Mulching - is required on all seeding. Mulch will insure against
- erosion before grass is established and will promote faster and earlier establishment A) The following material are suitable for mulching-unrooted straw or salt hay 1 % to 2 tons/acre, asphalt emulsion or cutback
- asphalt 600 to 1200 gals/acre, wood fiber or paper or paper fiber (hydro-seeding 1500 lbs/acre), mulch netting (paper jute, excelsior. cotton or plastic) B) Straw or salt hay mulchers should be immediately anchored using
- peg twine netting, a mulch anchoring tool or liquid mulch binders 5) Alldisturbed areas not scheduled for construction activities within
- 30 days of disturbance small be stat lized with permanent vegetative
- 6) All Roadside Swales and Road Janks are to be Stabilized Immediately after Construct un

SEQUENCE OF CONSTRUCTION

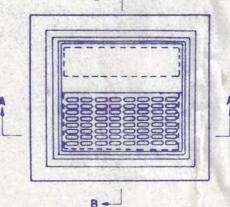
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1.	Notify Township Engineer 12 hours prior to disturbance (and Soil Conservation District 42 hours prior)	3 days
2.	Install silt fence	l day
3.	Rough grade parking area, Lot 1, to proposed elevation	2 days
4.	Install storm drainage and drywell system	3 days
5.	Construct curbing and removal of any excess pavement	3 days
6.	Install base course pavement, Lot 1	l day
7.	Building construction	As req'o
8.	Finish grading and topsoil where necessary	2 days
9.	install walks, landscaping, lighting, dumpster pad and enclosure.	4 days
10.	install top course pavement, Lot 1	l day
11.	Re-paint all pavement striping, directional arrows, etc. on Lots 1 and 2.	1 day
10	Pression and the second and the second	- daw

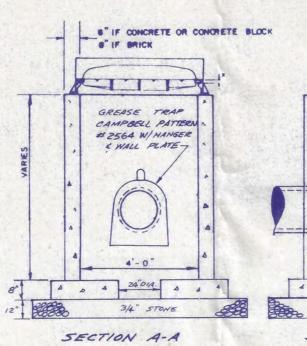


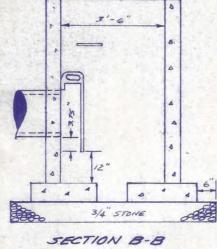


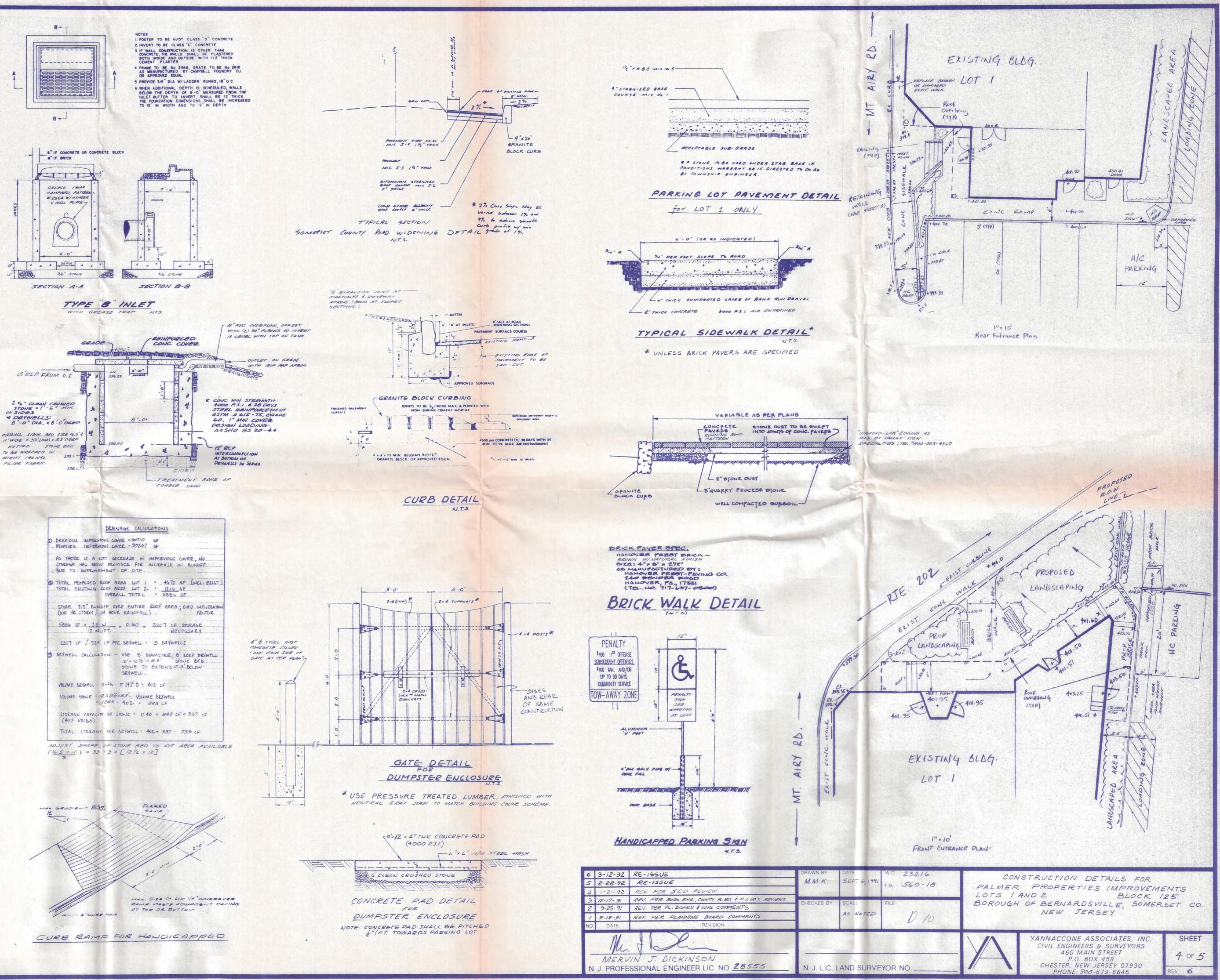
SILT FENCE DETAIL

ELA STANDARDS FOR SOL SEDSION & SECIMENT CONTEDU NON JESSEY PAGE 4 10-18









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