

Preliminary Investigation



Block 125, Lots 1 & 3
Bernardsville, NJ

Topology | 60 Union St #1 Newark, NJ 07105

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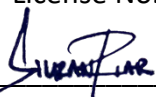
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Introduction

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.

On-Site Existing Conditions



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**.

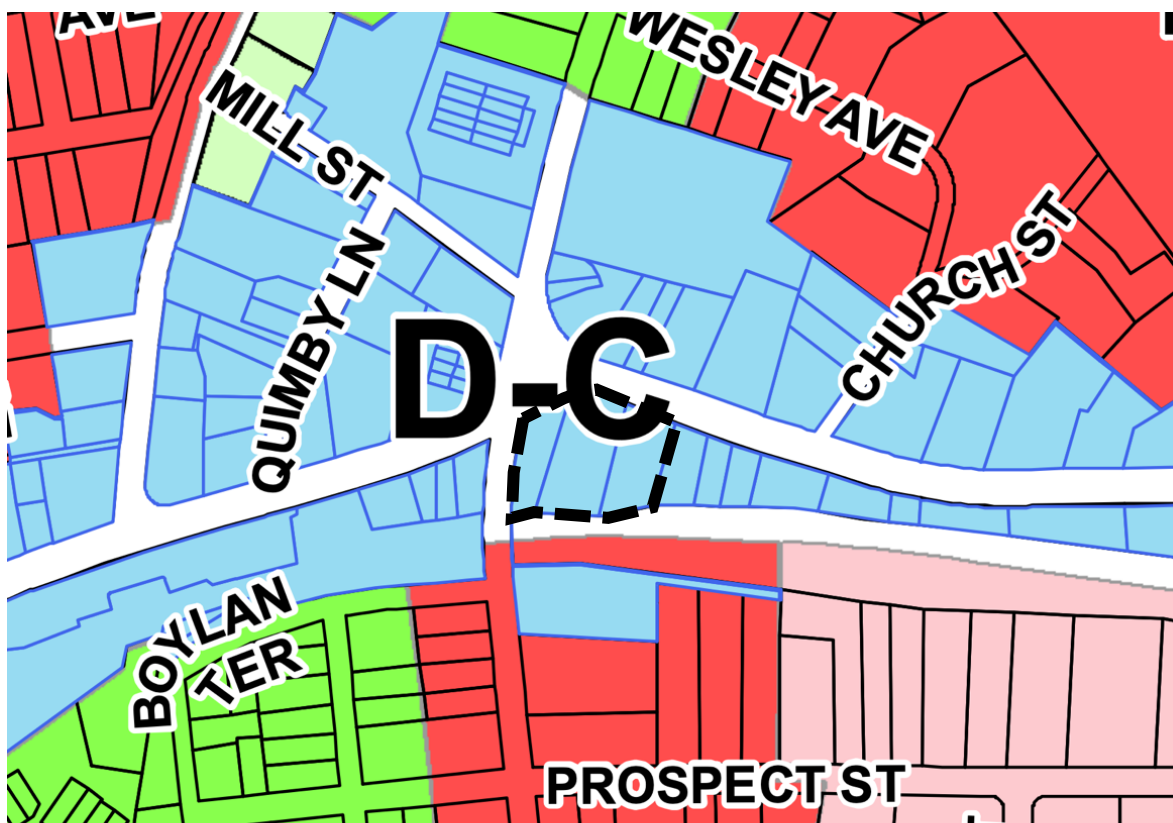
The topography on site generally slopes downward from east to west and from north to south. US-202 is situated towards the front of the lots, and the NJ Transit rail right-of-way runs along the rear of the properties.

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.

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



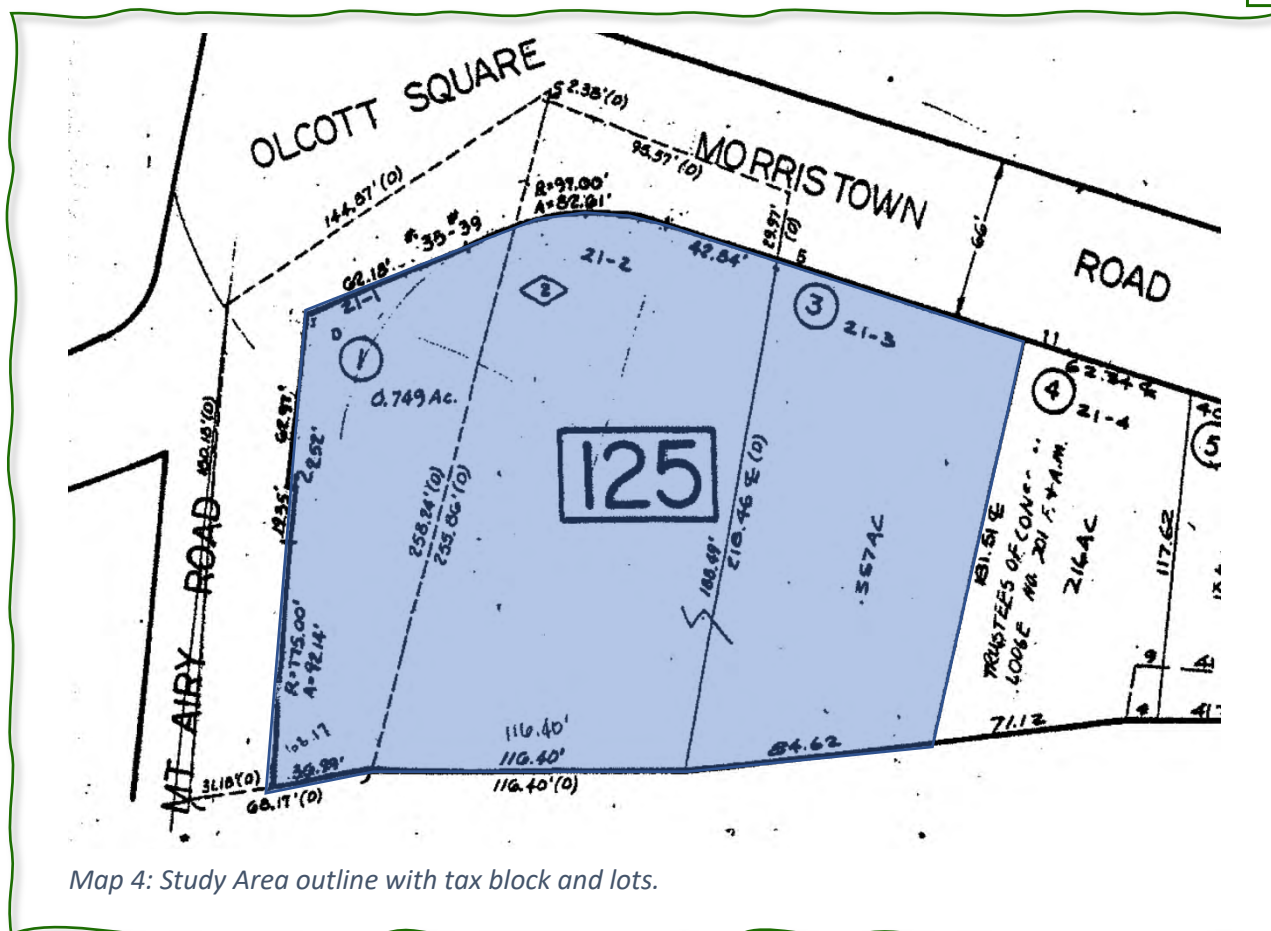
Map 3: Study Area zoning.

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**.

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



Map 4: Study Area outline with tax block and lots.

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 untenable.
- 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, Gallenthin Realty v. Borough of Paulsboro (2007), 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 Gallenthin, 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 Gallenthin was later upheld in Cottage Emporium v. Broadway Arts Ctr. LLC (N.J. App. Div. 2010).

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:

- 62-64 Main Street LLC v. Mayor & Council of the City of Hackensack (2015)
 - “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 on-street parking.”
- Suburban Jewelers Inc. v. City of Plainfield (2010)
 - “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:

Block	Lot	Criteria								Section 3
		A	B	C	D	E	F	G	H	
125	1				X				X	
125	3				X				X	

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)

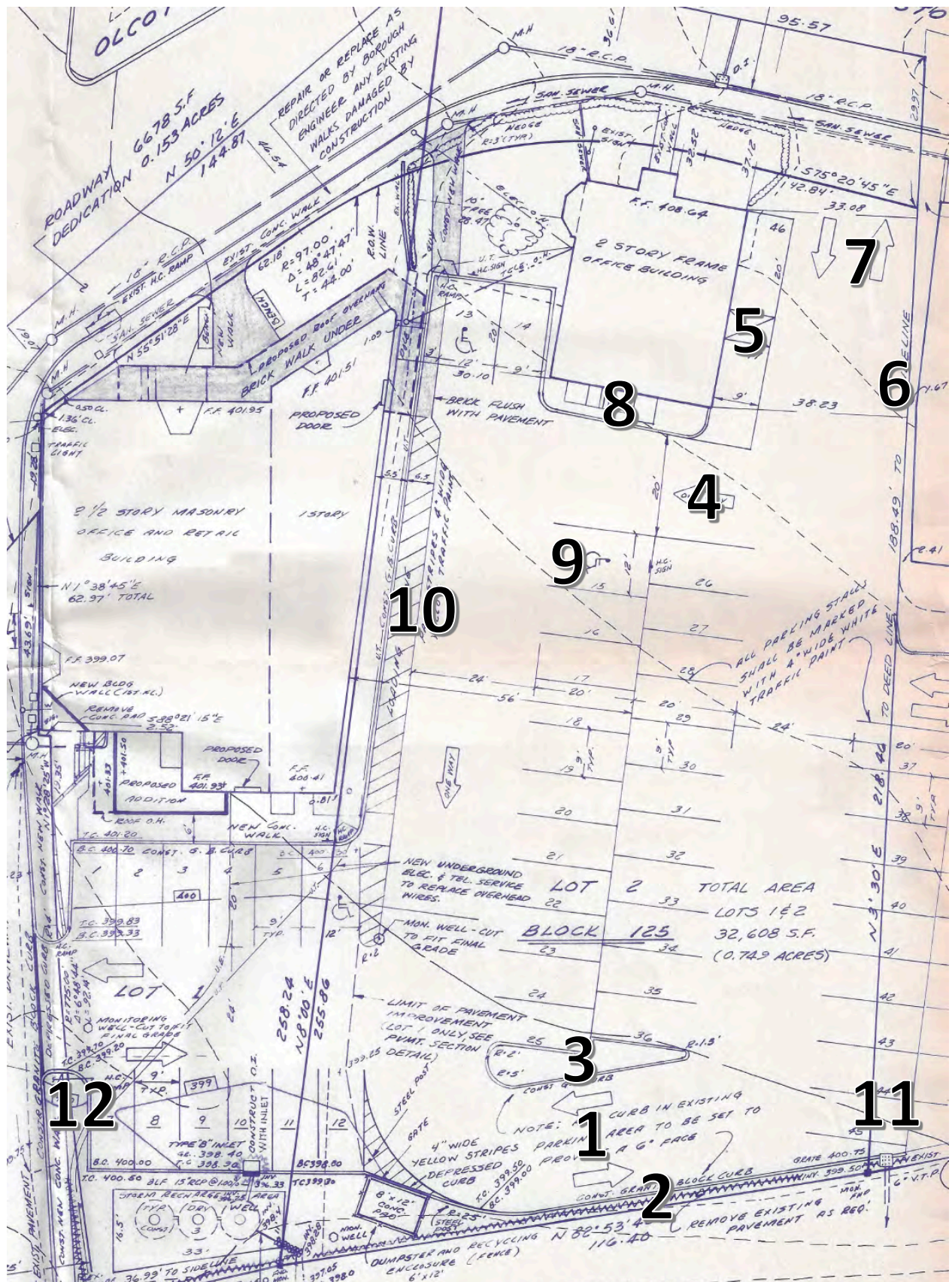


Figure 3: Conditions of faulty arrangement observed, as mapped on the approved Site Plan.



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

1. Missing directional arrows



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

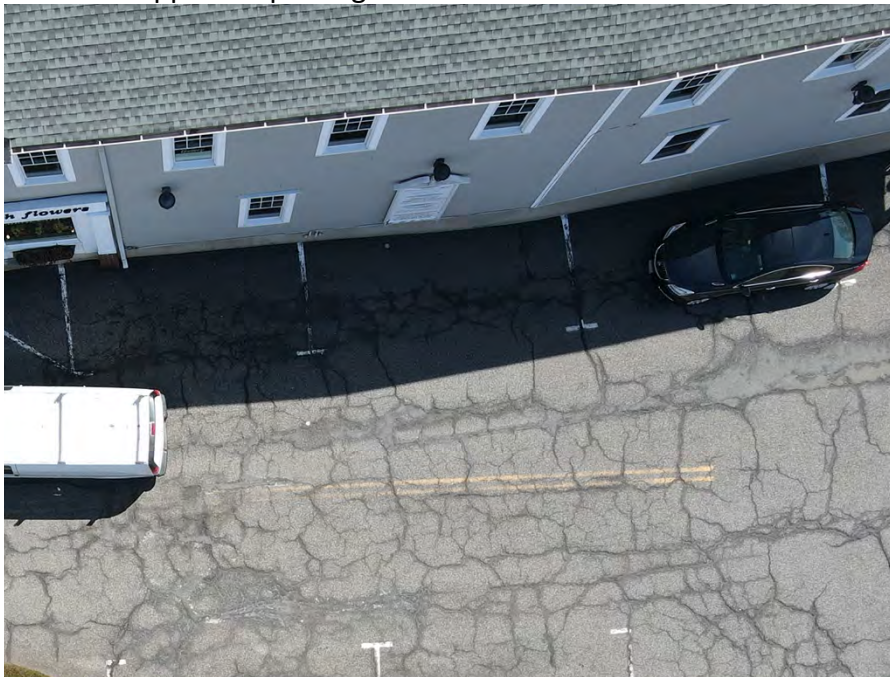


Figure 12: There is parking along the side of 5 Morristown Road, a building on Lot 3, that is not indicated on the site plans. This serves to narrow the drive aisle as well. This is particularly problematic as this entrance to the parking lot leads to US 202, one of the two major roads upon which Lot 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.

8. Missing curb



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

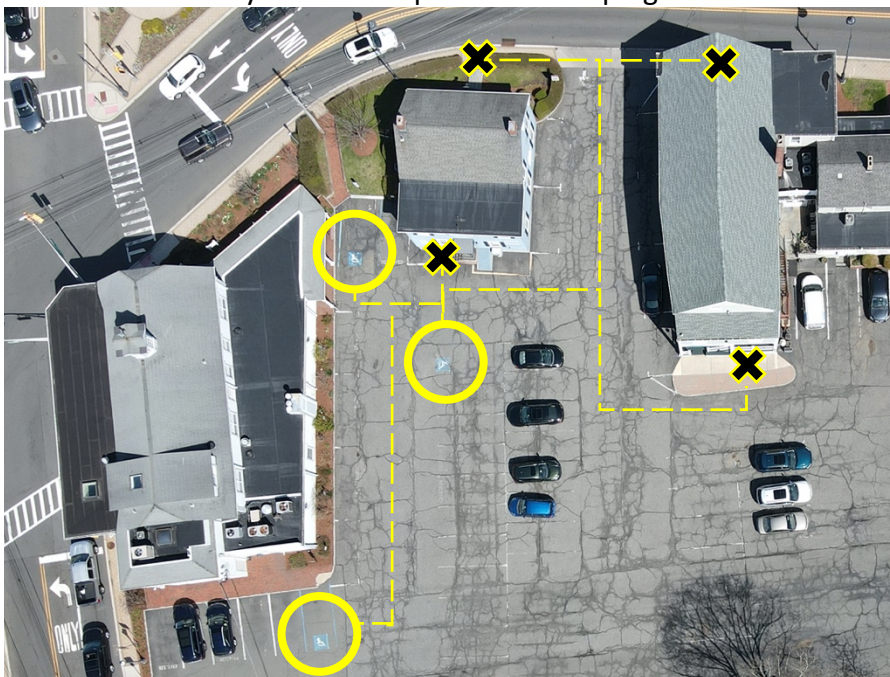


Figure 15: The image above shows accessible parking spaces in relation to building entrances and likely pedestrian paths. As illustrated, individuals exiting their vehicles has no discernable

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.

11. Missing parking spaces



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



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.

34



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

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

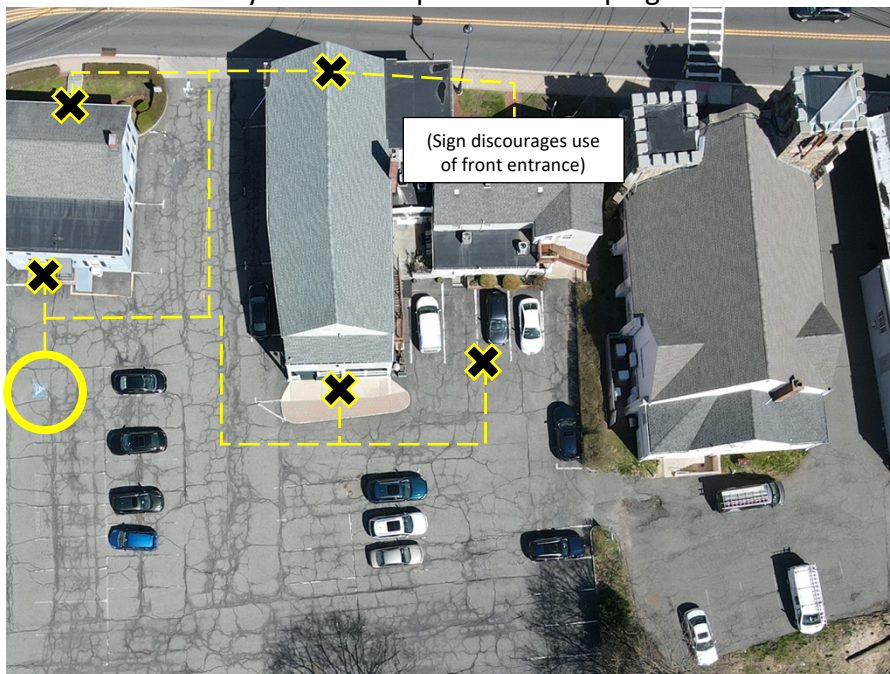


Figure 27: As stated in the case of Lot 1, Lot 3 also lacks any striping or considerations of mobility for people with disabilities. While the space shown above is located on Lot 1, it serves as the handicapped accessible space for Lot 3. Individuals parking here must cross drive aisles, with no indication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

3. Missing directional arrows



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.

5. 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.

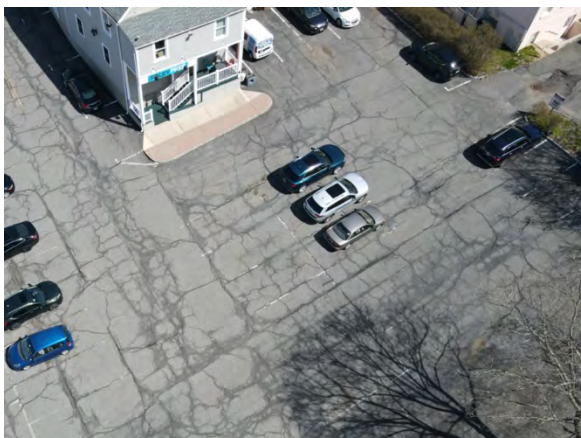


Figure 32: Aerial imagery depicting dilapidated condition of pavement on site.



Figure 31: Large pothole spanning several feet.

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.



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.

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-Condensation 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-Condensation 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-Condernnation 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-Condernnation Redevelopment Area.



Section 7. This resolution shall take effect immediately.

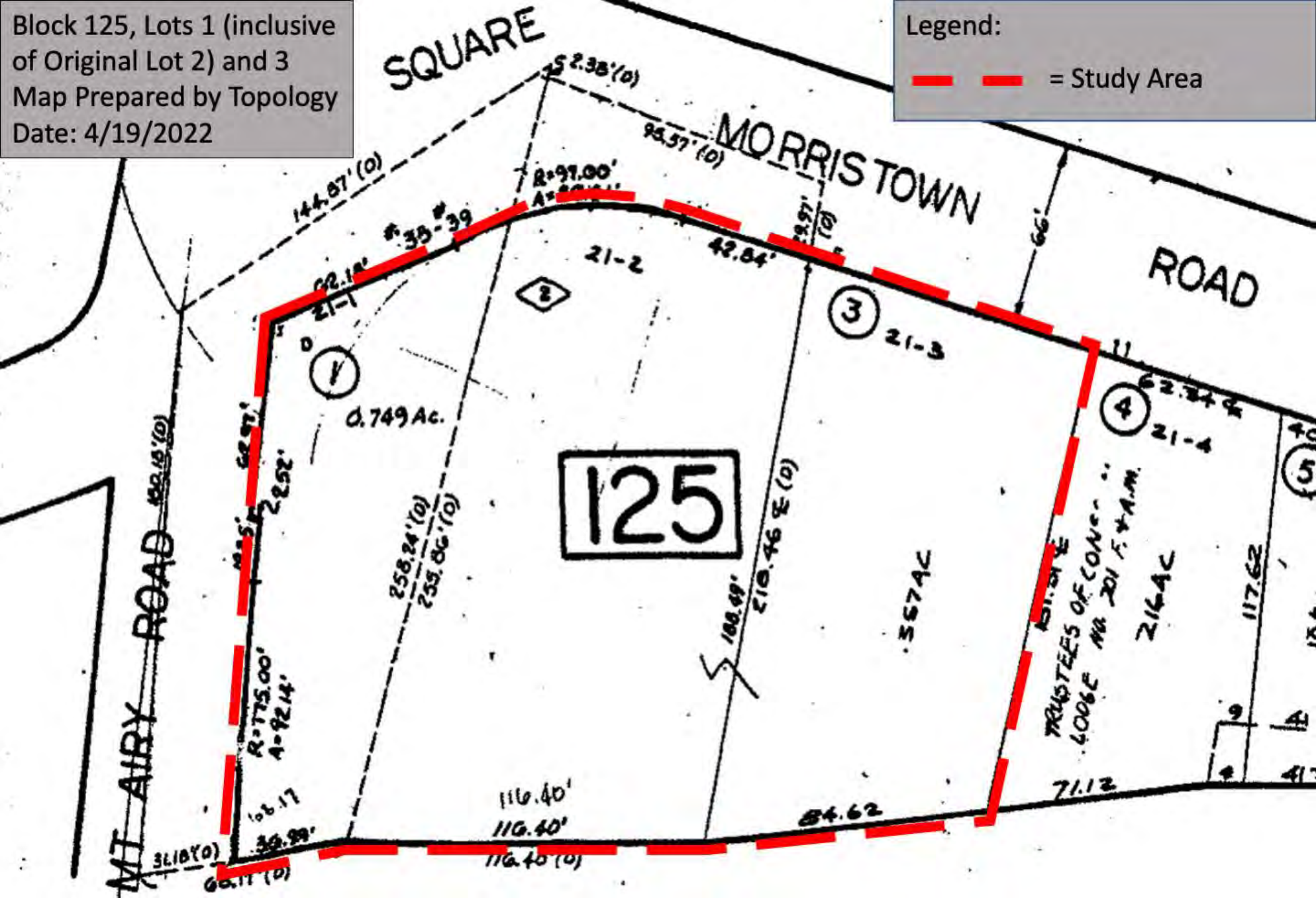
I, Anthony Suriano, Borough Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held January 10, 2022.

Anthony Suriano

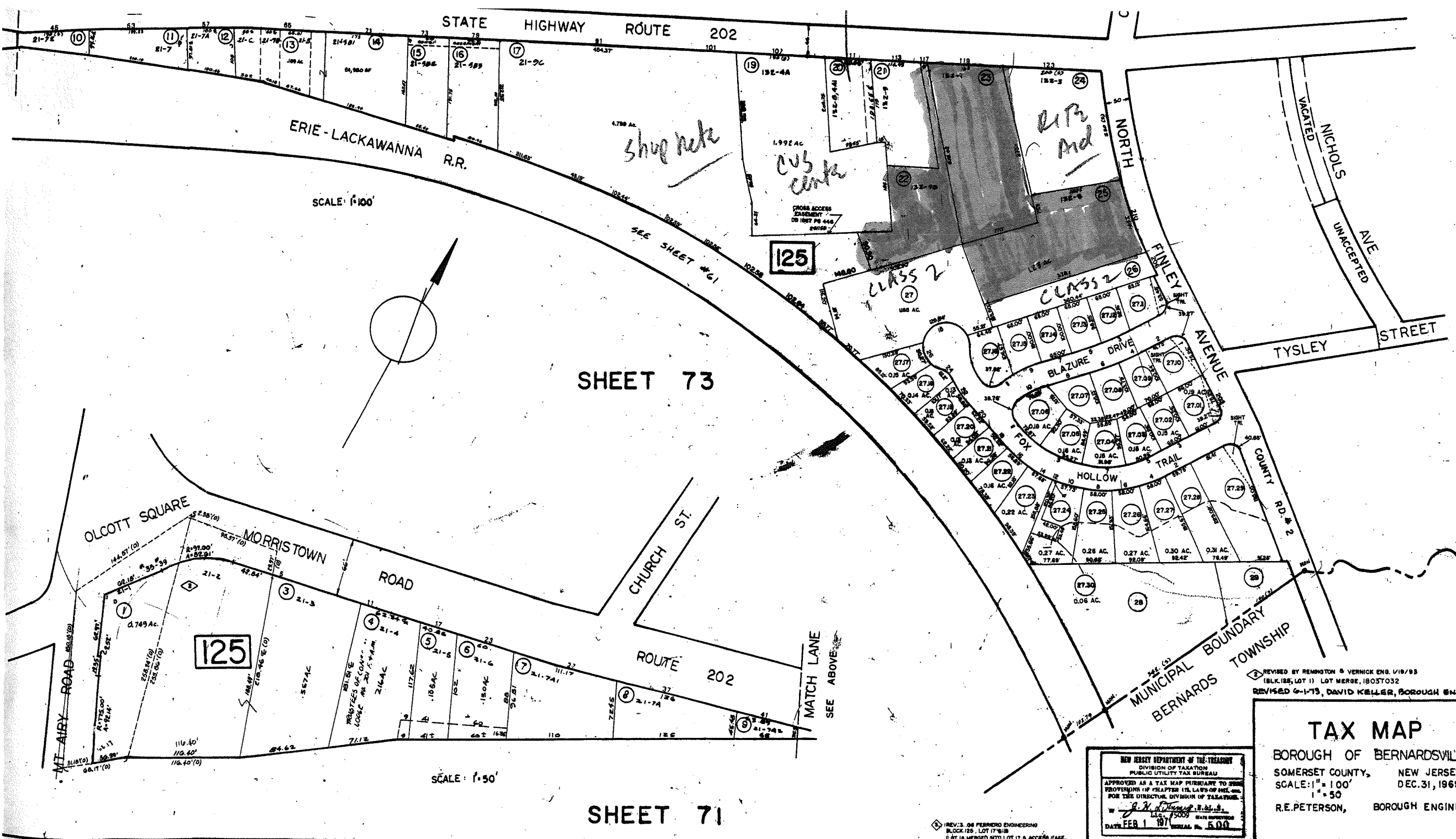
Appendix B – Study Area Boundary Map

Legend:

  = Study Area



Appendix C – Tax Assessor Data



REVISOR BY REMINGTON & VERNICK ENG. 1/18/93
(BLK. 125, LOT 1) LOT MERGE, 19037032
REVISED 6-1-73, DAVID KELLER, BOROUGH ENG.

TAX MAP

BOROUGH OF BERNARDSWILL
SOMERSET COUNTY, NEW JERSEY
SCALE: 1" = 100'
DEC. 31, 1969
R.E. PETERSON, BOROUGH ENGINE

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PUBLIC UTILITY TAX BUREAU
APPROVED AS A TAX MAP PURSUANT TO THE
PROVISIONS OF CHAPTER 176, LAWS OF 1969, FOR
THE DIRECTOR, DIVISION OF TAXATION.
W. H. PETERSON, R.E.
DATE FEB 1 1970
SERIAL NO. 500

REV. 3. 06 PETERSON ENGINEERING
BLOCK 125, LOT 17 & 18
(LOT 18 MERGED INTO LOT 17 & ACCESS EASE)

D R V S -2

DEED

This Deed is made on May 24, 1995

BETWEEN

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

whose address is P.O. Box 776, Bernardsville, New Jersey 07924

referred to as the Grantor.

AND

PALMER ENTERPRISES, L.L.C.

whose post office address is P.O. Box 776, Bernardsville, New Jersey 07924

referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of **LESS THAN ONE HUNDRED AND NO/100 DOLLARS (< \$100.00)**

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Bernardsville Borough
Block No. 125 Lot No. New Lot 1 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 and State of New Jersey. The legal description is:

BEGINNING at an old concrete monument in the Northerly line of lands of the Erie Lackawanna Railway Company (now Conrail) at the Southwesterly corner of the former "Parsonage lot", later belonging to Liddy, and now Palmer, 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; thence (4) South 8 degrees 00 minutes West 2.38 feet to a point; thence (5) South 77 degrees 21 minutes 20 seconds East 95.57 feet to a point; thence (6) along line of lands of David C. and Peter S. Palmer to the east, South 3 degrees 30 minutes West 218.46 feet to a concrete monument in the northerly right of way of Erie Lackawanna Railway Company, now Conrail, (said course 24.98 feet from its beginning passes over a railroad spike on line); thence (7) along said railway company right of way South 82 degrees 53 minutes 40 seconds West 116.40 feet to the point and place of BEGINNING.

CONTAINING 1.0318 acres of land in accordance with survey of Robert L. Buckingham N.J.L.S. dated May 25, 1991 and continued March 3, 1992.

BEING designated as New Lot 1 in Block 125 on the Borough of Bernardsville Tax Map and commonly known as 35, 37-41 Olcott Square, Bernardsville, New Jersey 07924.

BEING the same premises conveyed to David C. Palmer and Peter S. Palmer, both unmarried, by deed of Dorothy Blumenson, widow, dated May 27, 1979 and recorded June 7, 1979 in the Somerset County Clerk's office in Deed Book 1400 at page 398 and by deed of Martin Blumenson and Genevieve Blumenson, his wife, dated May 29, 1979 and recorded June 7, 1979 in the Somerset County Clerk's office in Deed Book 1400 at Page 400 and by deed of Peter S. Palmer and David C. Palmer, Executors of the Last Will and Testament of Margaret C. Palmer, deceased, dated December 19, 1986 and recorded December 29, 1986 in the Somerset County Clerk's office in Deed Book 1609 at Page 799.

REC NOV/15/1995 09:34AM 033799

SOMERSET COUNTY CLERK JED 22.00

BK2034F6692



1995133799

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

ALL-STATE LEGAL
A Division of All-State International, Inc.
800-222-0610 in NJ 800-273-0800
V E T 1 2

PARTIAL EXEMPTION
(c. 176, P. L. 1978)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF SOMERSET

FOR RECORDER'S USE ONLY

Consideration \$ 100
Realty Transfer Fee \$ 8.90
Date 11-15-88 By JP

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)
Deponent, David C. Palmer being duly sworn according to law upon his/her oath deposes and says that he/she is the Grantor
In a deed dated May 24, 1995 transferring real property identified as Block No. 125
Lot No. New Lot 1 located at 35, 37-41 Olcott Square, Bernardsville, Somerset County

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ less than \$100.00

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.
(a) For a consideration of less than \$100.00

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)
Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1978 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)
☐ Grantor(s) 62 yrs. of age or over.*
☐ One or two-family residential premises

b) BLIND (See Instruction #8)
☐ Grantor(s) legally blind.*
☐ One or two-family residential premises.

DISABLED (See Instruction #8)
☐ Grantor(s) permanently and totally disabled.*
☐ One or two-family residential premises.
☐ Receiving disability payments.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANITOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)
☐ Affordable According to H.U.D. Standards.
☐ Meets Income Requirements of Region.

d) NEW CONSTRUCTION (See Instruction #9)
☐ Entirely new improvement.
☐ Not previously used for any purpose.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 24th

day of May

1995

Maureen A. Hurley
Notary Public of New Jersey

My commission expires 10/7/96

David C. Palmer
Grantor

P.O. Box 776

Bernardsville, NJ 07924

Address of Grantee or Trustee of Trust

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number 52779 County Somerset

Deed Number 5-24-88 Book 115-97

Deed Dated 11-15-95 Date Recorded 11-15-95

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL -- While copy to be retained by County.

DUPLICATE -- Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:18-8.12).

TRIPLE COPY -- Pink copy is your file copy.

BR 2034 PGG 93

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:

Maureen A. Hurley
Maureen A. Hurley as to both:

David C. Palmer (Seal)

Peter S. Palmer (Seal)

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

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.)

Maureen A. Hurley
(Print name and title below signature)

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

BK2034 PG 694

DEED

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

Grantor.

TO

PALMER ENTERPRISES, L.L.C.

Grantee.

Dated: May 24, 19 95

Record and return to:

Miles S. Winder, III, Esq.
12 Quimby Lane
P.O. Box 775
Bernardsville, NJ 07924

↑

BK2034 PG695

END OF DOCUMENT

ADGRVST - 1

41830 ✓

DEED

This instrument was prepared by:

This Deed is made on December 19, 19 86

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 Old Army Road, Bernardsville, N.J. 07924,

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above. referred to as the Grantee.

Grantor. The Grantor makes this Deed as the Executor 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).

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Borough of Bernardsville Block No. 125 Lot No. 2 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 County of Somerset and State of New Jersey. The legal description is:

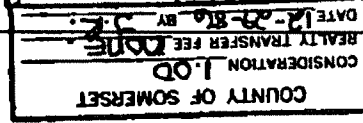
BEGINNING at the northeast corner thereof in the public road which leads from Bernardsville to Morristown; thence (1) along the former Bocchino tract, now belonging to Peter S. Palmer and David C. Palmer, South 2 degrees 3 minutes 40 seconds West 218.46 feet to the Railroad property; thence (2) along 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.

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 County Surrogate's Office naming Peter S. Palmer and David C. Palmer as executors thereof.



BOOK 1609 PAGE 799

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

ALL-STATE LEGAL SUPPLY CO.
One Commerce Drive, Carlisle, N.J. 07016
DGRVST-1

PARTIAL EXEMPTION
(c. 176, P. L. 1978)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF SOMERSET

FOR RECORDER'S USE ONLY

Consideration \$ 1.00
 Realty Transfer Fee \$ NONE
 Date 12-27-86 By J.R.

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, PETER S. PALMER and DAVID C. PALMER, being duly sworn according to law upon his/her oath deposes and

says that he/she is the Grantor

(Grantor, Vendor, Grantor, Donee, Legal Representative, Corporate Officer, Officer of This Co. Lending Institution, etc.)

is a deed dated December 19th, 1986, transferring real property identified as Block No. 125

Lot No. 2 located at #87 Old Army Road, Borough of Bernardsville, Somerset

County Somerset and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

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

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

By an executor of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's Will.

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

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

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 yrs. of age or over.
☐ One or two-family residential premises

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.
☐ One or two-family residential premises.
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☐ Affordable According to H.U.D. Standards.
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.
☐ Subject to Rental Controls.

d) NEW CONSTRUCTION (See Instruction #9)

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

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 19th day of December, 1986

David C. Palmer
 Notary Public, State of New Jersey
 My Commission expires 6/30/88

#87 Old Army Road, Bernardsville, New Jersey 07924

Address of Deponent

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number 41830 County SOMERSET

Deed Number 12-19-86 Book 12-29-86 Page 56

Deed Dated 12-19-86 Date Recorded 12-29-86

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16-4.12).

TRIPPLICATE - Pink copy is your file copy.

BOOK 1609 PAGE 800

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 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 seal is affixed.

Witnessed or Attested by:

Anna M. Legac
Anna M. Legac

Peter S. Palmer
Peter S. Palmer (Seal)

David C. Palmer
David C. Palmer (Seal)

RECORDED

DEC 29 10 56 AM '86
SONERSET COUNTY
CLERK

STATE OF NEW JERSEY, COUNTY OF SONERSET SS: 19 86

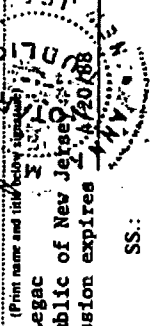
I CERTIFY that on *December 19*, 19 *86*,
PETER S. PALMER and DAVID C. PALMER, Executors of the Last Will and Testament of
Margaret C. Palmer, deceased,
and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$ 1.00

paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)
Prepared by:

N.J.S.A. 46:15-13 (Print agent's name below signature)

Anna M. Legac
Anna M. Legac
Notary Public of New Jersey
My commission expires 11/1/88



STATE OF NEW JERSEY, COUNTY OF
I CERTIFY that on

19

SS:

personally came before me and this person acknowledged under oath, to my satisfaction, that:
(a) this person is the secretary of

(b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is the
the corporation named in this Deed;

(c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal 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 me on
19

(Print name of attesting witness below signature)

Prepared by:

N.J.S.A. 46:15-13 (Print agent's name below signature)

BOOK 1609 PAGE 801

END OF DOCUMENT

SomersetBernardsville

Property Record Card

02/04/22 10:34 AM

Block: 125/Lot: 3 Qualifier: Card: 1

PALMER ENTERPRISES L.L.C.

P O BOX 776

BERNARDSVILLE, NJ 07924

Units: 1

Nbhd: 7779

Floor: 4A

Occupancy: 10

Bldg Desc: 2FAM

Info By: AGENT

1803 B-125, L-3, C-1

A: 2S-B (253.3)

B: 2SOV (165)

C: 1S-CR (168)

D: 1S-S (176)

E: 2S-CR (964)

F: 1S-B (234)

G: BIOP (84)

Model: B102

Bldg Name: 75

Zoning: D-CO

Addtl Lot: .36AC

Land Dim: .36AC

Style: (no house picture)

VCS: Map Page: 0000/0000

Year Built: GOOD

NC Interior: GOOD

NC Exterior: GOOD

NC Layout: GOOD

Last Sale: 05/24/95 for \$1

0

0

0

0

1.25

0

1.00

1.00

0

0

447,050

447,050

Valuation Summary

Computed

Override

Summary

Land

447,100

447,100

447,100

Improv

681,900

681,900

681,900

Total

1,129,000

1,129,000

1,129,000

Floor Area (footprint)

First

Uppr

Half

Attic

Item

Bsmnt

Floor

Floor

Story

Attic

A 2S-B

2,554

2,554

2,554

0

0

B 2SOV

0

0

165

0

0

C 1S-CR

0

168

0

0

0

D 1S-S

0

176

0

0

0

E 2S-CR

0

964

964

0

0

F 1S-B

234

234

0

0

0

Totals

2,788

4,096

3,683

0

0

SqFt Living Area

Area

Description

Sq Ft

First Floor

4,096

A 2S-B

2,554

Upper Floor

3,683

B 2SOV

165

Half Story

0

C 1S-CR

168

Fin Attic

0

D 1S-S

176

Living Bsmnt

0

E 2S-CR

964

Unfin Area (-)

0

F 1S-B

234

Total Area

7,779

G BIOP

84

Seg Item

Area

Attached Items

G BI OPEN PR

84

Total Area

84

Detached Items

Area

Rate Const

QF

Cond

Value

Miscellaneous

Number

Desc

Write Ins

Value

Desc

Value

Dwelling Detail

Element Description

Bldg Class 10

Type

Yr Built

Height

Style

Roof Type

Roof Mat.

Bsmnt/Fin

Foundation

Fireplace

0000/0000

CONC. SLAB

NONE

Sales History

Owner

Date

Book-Page

Price

NU

PALMER ENTERPRISES L.L.C.

05/24/95

02034-00696

1

03

Assessment History

Year

Class

Land

Improv

Net

2022

4A

447,100

681,900

1,129,000

2021

4A

447,100

681,900

1,129,000

2020

4A

447,100

681,900

1,129,000

2019

4A

443,500

669,500

1,113,000

2018

4A

442,600

667,400

1,110,000

Open Date

Number

Description

Permits

Value

10/18/12

12-602

DUCTLS A/C

09/01/06

05-350

STR.REPAIR

09/01/05

05-350

ALTERATION

05/01/95

95-145

ALTERATION

35,000

DEED

This Deed is made on May 24

19 95

Prepared by: (Print signer's name below signature)
Miles S. Winder, III, Esq.

BETWEEN

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

whose address is P.O. Box 776, Bernardsville, New Jersey 07924

referred to as the Grantor.

AND

*PALMER ENTERPRISES, L.L.C.

whose post office address is P.O. Box 776, Bernardsville, New Jersey 07924

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.
referred to as the Grantee.

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 (< \$100.00)

The Grantor acknowledges receipt of this money.

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:

BEGINNING at a point in the center of Morristown Road (Route 202), being the northeast corner of lands formerly of Arthur A. Palmer, Jr.; thence (1) 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 Erie 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.

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 Tax 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 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 1896c.

REC NOV/15/1995 09:34AM 033800

SOMERSET COUNTY CLERK JED 22.00

BK 2034 PG 696



1995133800

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:

Maureen A. Hurley
Maureen A. Hurley as to both:

David C. Palmer

Peter S. Palmer

(Seal)

(Seal)

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

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.)

Maureen A. Hurley
(Print name and title below signature)

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

BK2034 PG698

DEED

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

Grantor.

TO

PALMER ENTERPRISES, L.L.C.

Grantee.

Dated:

May 24

, 19 95

Record and return to:

Miles S. Winder, III, Esq.
12 Quimby Lane
P.O. Box 775
Bernardsville, NJ 07924

BK2034PG699

END OF DOCUMENT

Appendix D – Survey




460 MAIN STREET, P.O. BOX 459
CHESTER, NEW JERSEY 07930
PHONE: 908-879-6646
FAX: 908-879-8591
STATE BOARD FOR P.E. & P.L.S. CERTIFICATE
OF AUTHORIZATION No. 24GA27934500

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 OWNER PURSUANT TO N.J.A.C. 13:40-5.1(f).

TO THE FOLLOWING PARTIES THAT I AM A PROFESSIONAL
AND 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.

 12/27/07
CHRISTOPHER J. ALDRICH DATE:
 N.J. LICENSED LAND SURVEYOR No. 34478

NOT VALID WITHOUT SIGNATURE AND RAISED SEAL

[illegible]

LOTS 1 & 3 ~ BLOCK 125
BOROUGH OF BERNARDSVILLE
OMERSET COUNTY, NEW JERSEY

DRAWN BY:	DATE:
RD	DEC. 3, 2007

CHECKED BY:	SCALE:
CJA	1" = 20'

W.O. 2071125

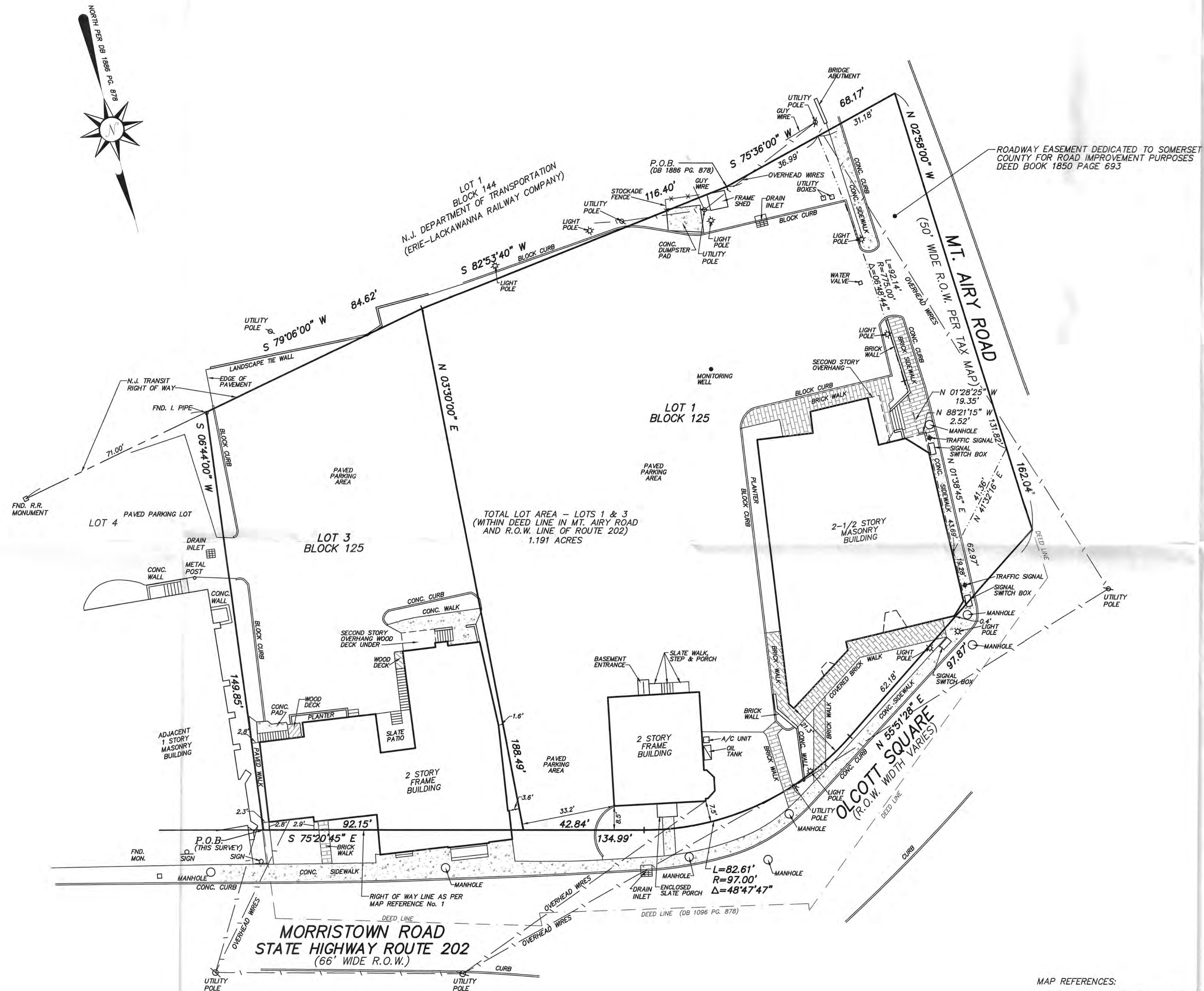
F.B. 644/128

FILE:

COMP FILE:

M: SURVEY/DATA/207125/LOT1-3BND

SHEET 1 OF 1



MAP REFERENCES:

1. NEW JERSEY STATE HIGHWAY DEPARTMENT GENERAL PROPERTY KEY MAP--ROUTE 16--SECTION 6A BERNARDSVILLE TO PASSAIC RIVER SHOWING EXISTING RIGHT--OF--WAY AND PARCELS TO BE ACQUIRED IN BERNARDSVILLE BORO AND BERNARDS TOWNSHIP MORRIS COUNTY, NEW JERSEY AND HARDING TOWNSHIP, MORRIS COUNTY, DATED JANUARY 1933.
2. SURVEY OF LOTS 1, 2, & 3 IN BLOCK 125 AT BOROUGH OF BURNING WOODS, SOMERSET COUNTY, NEW JERSEY BY ROBERT L. BUCKINGHAM, DATED MARCH 12, 1988.
3. SITE, GRADING AND UTILITY PLAN, PALMER PROPERTIES, LOTS 1 AND 2, BLOCK 125, BOROUGH OF BERNARDSVILLE, SOMERSET COUNTY, NEW JERSEY, BY YANNAKOPOULOS ASSOCIATES, INC., DATED SEPT. 6, 1991, REVISED THROUGH APRIL 12, 1992.

Appendix E – Deeds

5541

CORRECTED DEED

This Deed, made the 9 day of May 1979
Between

DOROTHY BLUMENSON, Widow,

residing at 39 Olcott Square
in the Borough of Bernardsville in the County of
Somerset and State of New Jersey herein designated as the Grantors,
And

MARTIN BLUMENSON and WALTER BLUMENSON, as Tenants in Common
and not as Joint Tenants

residing at Army War College, Box 303, Carlisle Barracks, Pennsylvania
and 1128 Foster Avenue, Brooklyn, New York, respectively

residing or located at
in the of in the County of
and State of herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of

ONE (\$1.00) DOLLAR

lawful money of the United States of America, to the Grantors in hand well and truly paid by the
Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowl-
edged, 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
Borough of Bernardsville in the
County of Somerset and State of New Jersey, more particularly described as follows:

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
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.

Subject to the rights of the public in the public roads on which said
property fronts.

BEING the same premises conveyed to the Grantor herein by deed of Louis
Blumenson and Dorothy Blumenson, his wife, which deed is dated June 29,
1972, and was recorded July 25, 1972, in the Clerk's Office of Somerset
County in Book 1264 of Deeds, Page 223. The said Louis Blumenson died
on May 24, 1975, a resident of Somerset County.

The said Grantor, Dorothy Blumenson, Widow, does hereby reserve, during
the term of her life, the right to use, occupy, hold, possess, and enjoy
to herself, the said premises and all the rents, issues and the profits
accruing out of the said premises hereinabove conveyed.

TO HAVE AND TO HOLD the same unto the said grantees, their heirs and
assigns forever, subject always, however, to the life estate which the
said grantor, Dorothy Blumenson, Widow, does reserve to herself during
her natural life of the right to use, occupy, possess and enjoy, to
herself, the said premises and all the rents, issues, and profits
accruing out of the said premises hereinabove conveyed; provided, how-
ever, that if the grantees, or either of them named herein, fail to
survive the grantor, then all the right, title and interest hereby

BOOK 1398 PAGE 784

COUNTY OF SOMERSET
CONSIDERATION 1.00
REALTY TRANSFER FEE NONE
DATE 5/10/79 BY J.S.

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.

State of New Jersey
Affidavit of Consideration

ALL-STATE LEGAL SUPPLY CO.
269 SHEFFIELD STREET, MOUNTAINSIDE, N.J. 07092

To Be Recorded with Deed Pursuant to c. 49, P.L. 1968 (N.J.S.A. 46:15-5 et seq.)

State of New Jersey,
County of SOMERSET

ss.:

FOR RECORDER'S USE ONLY
County of SOMERSET
Consideration \$ 1.00
Realty Transfer Fee \$ NONE

(1) PARTY OR LEGAL REPRESENTATIVE (see Instruction #3)

DOROTHY BLUMENSON being duly sworn
according to law upon his oath deposes and says that he is the

Grantor

(State whether Grantor, Grantee or Legal Representative; if Legal Representative, specify in what capacity)

in the deed between

DOROTHY BLUMENSON, Widow, 39 Olcott Square, Bernardsville, New Jersey
MARTIN BLUMENSON and (Name and Address of Grantor) WALTER BLUMENSON, Army War
College, Carlisle Barracks, Pa. and 1128 Foster Avenue, Brooklyn, N.J.
respectively (Name and Address of Grantee)

dated May, 1979 and annexed hereto.

(2) OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE (see Instruction #4)

Deponent states that he is the

(Title of Corporate Officer)

of _____, and that he is fully
(Name of Corporate Grantor or Grantee)
acquainted with the business of said corporation and knows the actual and full consideration paid or to be
paid for the transfer of title to the premises described in the deed annexed hereto.

(3) OFFICER OF TITLE COMPANY OR LENDING INSTITUTION (see Instruction #5)

Deponent states that he is the

(Title)

_____ of _____ participating in
(Name of Title Company or Lending Institution)
the deed transaction herein described and that he knows the actual and full consideration paid or to be
paid for the transfer of title to the premises described in the deed annexed hereto.

(4) CONSIDERATION (see Instruction #6)

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

(5) LOCATION OF PROPERTY

Deponent states that the real property transferred by the deed annexed hereto is located in _____

Borough of Bernardsville

(Taxing District(s))

and Somerset County

(County(s))

(6) EXEMPTION FROM FEE (complete only if exemption from fee is claimed. See Instruction #7)

Deponent claims that this deed transaction is exempt from the realty transfer fee imposed by c. 49,
P.L. 1968 for the following reason(s): Less than \$100.00

Deponent makes affidavit to induce the County Clerk or Register of Deeds to record the deed and
accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me
this 12 day of May

1979

Dorothy BlumenSON
Name of Deponent DOROTHY BLUMENSON
39 Olcott Square
Bernardsville, New Jersey
Address of Deponent

HARRY W. HERZOG
An Attorney at Law of New Jersey

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

INSTRUMENT NUMBER 5541 COUNTY SOMERSET
DEED NUMBER _____ BOOK _____ PAGE _____
DEED DATED 5/19/79 DATE RECORDED 5/10/79

**IMPORTANT—BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS
ON THE REVERSE SIDE HEREOF.** BOOK 1398 PAGE 786

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or
amended without the approval of the Director.

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 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.

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 Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of

HARRY W. HERZOG


DOROTHY BLUMENSON

(L.S.)

RECORDED

MAY 10 2 52 PM 1979

SOMERSET COUNTY
L.R. OLSON, CLERK

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

who, I am satisfied, is the person named in and who executed the within Instrument, and thereupon she acknowledged that she signed, sealed 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 realty 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.


HARRY W. HERZOG
An Attorney at Law of New Jersey

BOOK 1398 PAGE 787

END OF DOCUMENT

6810

This Deed, made the 29th day of

May 1979

Between

DOROTHY BLUMENSON, WIDOW,

residing at Olcott Square
in the Borough of Bernardsville in the County of
Somerset and State of New Jersey herein designated as the Grantors,
And

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

residing or located at #35 Olcott Square,
in the Borough of Bernardsville in the County of
Somerset and State of New Jersey, herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of ONE DOLLAR AND OTHER
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
Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowl-
edged, 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
Borough of Bernardsville in the
County of Somerset and State of New Jersey, more particularly described as follows:

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
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 60° 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
60° 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 South-
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 high-
way, 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.

BOOK 1400 PAGE 398

COUNTY OF SOMERSET

CONSIDERATION

35,000.00

REALTY TRANSFER FEE

122.50

DATE

6-7-79 BY

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 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.

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 Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Dorothy Blumenson (L.S.)

(HARRY W. HERZOG) (L.S.)

RECORDED

JUN 7 2 17 PM 1979

SOMERSET COUNTY
L.R. OLSON, CLERK

State of New Jersey, County of SOMERSET ss.: Be it Remembered,
that on MAY 27 1979, before me, the subscriber,

An Attorney at Law of New Jersey
personally appeared

Dorothy Blumenson, widow,

who, I am satisfied, is the person named in and who executed the within Instrument, and thereupon she acknowledged that she signed, sealed 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 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 \$35,000.00.

Prepared by:

Harry W. Herzog, Esq.

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

6811 This Deed, made the 24th day of May 1979 ,

Between

MARTIN BLUMENSON and GENEVIEVE BLUMENSON, his wife,

residing at 3900 Watson Place, N.W.
in the City of Washington in the ~~County of~~
District of Columbia ~~and State of~~ herein designated as the Grantors,
And

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

residing or located at #35 Olcott Square,
in the Borough of Bernardsville, in the County of
Somerset and State of New Jersey, herein designated as the Grantees;

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 money of the United States of America, to the Grantors in hand well and truly paid by the
Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowl-
edged, 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
Borough of Bernardsville in the
County of Somerset and State of New Jersey, more particularly described as follows:

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
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 South-
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).

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.

BOOK 1400 PAGE 400

COUNTY OF SOMERSET

CONSIDERATION \$140,000.00

REALTY TRANSFER TAX \$490.00

DATE 6-7-79 BY [signature]

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 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.

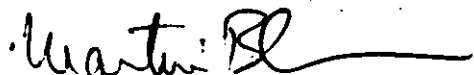
And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner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

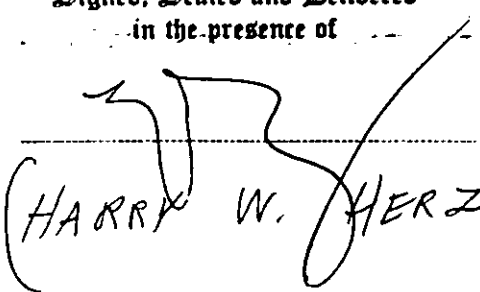
Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each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

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

Signed, Sealed and Delivered
in the presence of


MARTIN BLUMENSON (L.S.)


GENEVIEVE BLUMENSON (L.S.)


(HARRY W. HERZOG)

RECORDED

JUN 7 2 17 PM 1979
SOMERSET COUNTY
L.R. OLSON, CLERK

State of New Jersey, County of SOMERSET | ss.: Be it Remembered,
that on MAY 24, 1979, before me, the subscriber,
An Attorney at Law of New Jersey
personally appeared

Martin Blumenson and Genevieve Blumenson, his wife,

who, I am satisfied, are the persons named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed 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 Attorney at
Law of New Jersey

BOOK 1400 PAGE 401

END OF DOCUMENT

41830 ✓

DEED

This instrument was prepared by:

This Deed is made on December 19

, 19 86

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 Old 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 Executor 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).

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Borough of Bernardsville
Block No. 125 Lot No. 2 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:

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.

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 County Surrogate's Office naming Peter S. Palmer and David C. Palmer as executors thereof.

COUNTY OF SOMERSET
CONSIDERATION 1.00
REALTY TRANSFER FEE NONE
DATE 12-22-86 BY J.E.

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

ALL-STATE LEGAL SUPPLY CO.
One Commerce Drive, Cranford, N. J. 07016
DGRVST-1

PARTIAL EXEMPTION
(c. 176, P. L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY }
COUNTY OF SOMERSET } ss.

FOR RECORDER'S USE ONLY

Consideration \$ 1.00
Realty Transfer Fee \$ NONE
Date 12-29-86 By J.R.

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, PETER S. PALMER and DAVID C. PALMER, being duly sworn according to law upon his/her oath deposes and says that he/she is the Grantor

(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co. Lending Institution, etc.)

in a deed dated December 19th, 1986, transferring real property identified as Block No. 125

Lot No. 2 located at #87 Old Army Road, Borough of Bernardsville, Somerset

(Street Address, Municipality, County)

County SOMERSET and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

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

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

By an executor of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's Will.

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

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

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 yrs. of age or over.*
☐ One or two-family residential premises

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.*
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.*
☐ One or two-family residential premises.
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☐ Affordable According to H.U.D. Standards.
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.
☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

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

- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 19 day of December, 1986

Anna M. Legac
Notary Public of New Jersey
My Commission expires 4/20/88

Peter S. Palmer Name of Deponent (sign above line) DAVID C. PALMER Name of Grantor (type above line)

#87 Old Army Road, Bernardsville, New Jersey 07924

Address of Deponent

Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number 41830 County Somerset
Deed Number _____ Book _____ Page _____
Deed Dated 12-19-86 Date Recorded 12-29-86

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16-8.12).

TRIPLICATE - Pink copy is your file copy.

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. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.

Witnessed or Attested by:

Anna M. Legac
Anna M. Legac

Peter S. Palmer
Peter S. Palmer
David C. Palmer
David C. Palmer

RECORDED
(Seal)

DEC 29 10 56 AM '86
SOMERSET COUNTY
L.R. OLSON, CLERK

STATE OF NEW JERSEY, COUNTY OF SOMERSET

SS.:

I CERTIFY that on *December 19*, 19*86*,
PETER S. PALMER and DAVID C. PALMER, Executors of the Last Will and Testament of
Margaret C. Palmer, deceased, personally came before me
and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Prepared by:

N.J.S.A. 46:15-13 (Print signer's name below signature)

Anna M. Legac
(Print name and title below signature)
Anna M. Legac
Notary Public of New Jersey
My commission expires *12/20/88*

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on

, 19

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of the corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is the President of the corporation;
- (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal 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 me on
, 19

(Print name of attesting witness below signature)

Prepared by:

N.J.S.A. 46:15-13 (Print signer's name below signature)

DEED

Prepare (Print signer's name below signature)

This Deed is made on May 24, 1995, Miles S. Winder, III, Esq.

BETWEEN

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

whose address is P.O. Box 776, Bernardsville, New Jersey 07924

referred to as the Grantor.

AND

PALMER ENTERPRISES, L.L.C.

whose post office address is P.O. Box 776, Bernardsville, New Jersey 07924

referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of LESS THAN ONE HUNDRED AND NO/100 DOLLARS (< \$100.00)

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Bernardsville Borough
Block No. 125 Lot No. New Lot 1 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:

BEGINNING at an old concrete monument in the Northerly line of lands of the Erie Lackawanna Railway Company (now Conrail) at the Southwesterly corner of the former "Parsonage lot", later belonging to Liddy, and now Palmer, 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; thence (4) South 8 degrees 00 minutes West 2.38 feet to a point; thence (5) South 77 degrees 21 minutes 20 seconds East 95.57 feet to a point; thence (6) along line of lands of David C. and Peter S. Palmer to the east, South 3 degrees 30 minutes West 218.46 feet to a concrete monument in the northerly right of way of Erie Lackawanna Railway Company, now Conrail, (said course 24.98 feet from its beginning passes over a railroad spike on line); thence (7) along said railway company right of way South 82 degrees 53 minutes 40 seconds West 116.40 feet to the point and place of BEGINNING.

CONTAINING 1.0318 acres of land in accordance with survey of Robert L. Buckingham N.J.L.S. dated May 25, 1991 and continued March 3, 1992.

BEING designated as New Lot 1 in Block 125 on the Borough of Bernardsville Tax Map and commonly known as 35, 37-41 Olcott Square, Bernardsville, New Jersey 07924.

BEING the same premises conveyed to David C. Palmer and Peter S. Palmer, both unmarried, by deed of Dorothy Blumenson, widow, dated May 27, 1979 and recorded June 7, 1979 in the Somerset County Clerk's office in Deed Book 1400 at page 398 and by deed of Martin Blumenson and Genevieve Blumenson, his wife, dated May 29, 1979 and recorded June 7, 1979 in the Somerset County Clerk's office in Deed Book 1400 at Page 400 and by deed of Peter S. Palmer and David C. Palmer, Executors of the Last Will and Testament of Margaret C. Palmer, deceased, dated December 19, 1986 and recorded December 29, 1986 in the Somerset County Clerk's office in Deed Book 1609 at Page 799.

BK2034 PG692

COUNTY OF SOMERSET

CONSIDERATION \$100.00

REALTY TRANSFER FEE \$100.00

DATE 5/24/95

REC. NOV/15/1995 09:34AM 033795

SOMERSET COUNTY CLERK JED 22-00



1995133799

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
OR
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

ALL-STATE LEGAL
A Division of All-State International, Inc.
800-222-0510 in NJ 608-272-0800

V S T - 2

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF SOMERSET

ss.

FOR RECORDER'S USE ONLY

Consideration \$ 1.00
Realty Transfer Fee \$ Grant
Date 11-15-95 By JP

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, David C. Palmer, being duly sworn according to law upon his/her oath deposes and says that he/she is the grantor
(Name)
(Class includes Owner, Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
in a deed dated May 24, 1995, transferring real property identified as Block No. 125
Lot No. New Lot 1 located at 35, 37-41 Olcott Square, Bernardsville, Somerset County
(Street Address, Municipality, County)
and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ less than \$100.00

(3) FULL EXEMPTION FROM FEE

Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

(a) For a consideration of less than \$100.00

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

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

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 yrs. of age or over.*
☐ One or two-family residential premises

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.*
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.*
☐ One or two-family residential premises.
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☐ Affordable According to H.U.D. Standards.
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.
☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

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

- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 24th

day of May, 19 95

Maureen A. Hurley

Maureen A. Hurley
Notary Public of New
Jersey

My commission expires
10/7/96

Name of Deponent (sign above line)

David C. Palmer
P.O. Box 776

Bernardsville, NJ 07924

Name of Grantor (type above line)

David C. Palmer
P.O. Box 776
Bernardsville, NJ 07924

Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number 32799 County Somerset
Deed Number 5-24-95 Book 11-15-95
Deed Dated 5-24-95 Date Recorded 11-15-95

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:18-8.12).

TRIPPLICATE - Pink copy is your file copy.

BK2034PG693

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 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:

Maureen A. Hurley
Maureen A. Hurley as to both:

David C. Palmer (Seal)

Peter S. Palmer (Seal)
Peter S. Palmer

STATE OF NEW JERSEY, COUNTY OF SOMERSET
I CERTIFY that on May 24, 1995,

SS.:

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.)

Maureen A. Hurley
(Print name and title below signature)

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

BK2034 PG694

DEED

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

Grantor,

TO

PALMER ENTERPRISES, L.L.C.

Grantee.

Dated: May 24, 19 95

Record and return to:

Miles S. Winder, III, Esq.
12 Quimby Lane
P.O. Box 775
Bernardsville, NJ 07924



BK2034PG695

END OF DOCUMENT

1151

This Deed, made the 14th day of December 19 81 ,

Between

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

residing at #87 Old Army Road,
in the Borough of Bernardsville in the County of
Somerset and State of New Jersey, herein designated as the Grantors,

And

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

residing or located at #87 Old Army Road,
in the Borough of Bernardsville in the County of
Somerset and State of New Jersey, herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of
ONE DOLLAR (\$1.00)

lawful money of the United States of America, to the Grantors in hand well and truly paid by the
Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowl-
edged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and
convey unto the Grantees forever,

All those tract s or parcel s of land and premises, situate, lying and being in the
Borough of Bernardsville in the
County of Somerset and State of New Jersey, more particularly described herein.

(NJS 46:15-2.1) Municipality of: Borough of Bernardsville Account No.
Block No. 55, Lot 9, Block 59, Lot 5, Block 125, Lot 2, respectively.
☐ No property tax identification number is available on date of this deed. (Check box if applicable.)

FIRST TRACT: (Block 55, Lot 9) BEGINNING at a point in the center line of Highview Avenue, distant along same 200 feet on a course of South 47 degrees 56 minutes West from lands formerly of Childs, now Montagu Hankin, Jr., and running thence (1) along said center line of Highview Avenue, South 47 degrees 56 minutes West 215.96 feet to corner of lands of Rae S. Palmer; thence (2) along said lands, North 42 degrees 07 minutes West 360.12 feet to the center line of Old Army Road; thence (3) along said center line of Old Army Road, North 45 degrees 23 minutes 30 seconds East 135.90 feet to an angle in said center line; thence (4) still along said center line, North 40 degrees 30 minutes East 89.57 feet to a point therein which is distant along said center line 204.55 feet from lands formerly of Childs, now Hankin; and thence (5) along lands formerly of Rae S. Palmer, South 40 degrees 48 minutes East 377.78 feet to the center line of Highview Avenue and the place of BEGINNING.

Containing 1.598 acres of land as computed to the center lines of the streets, in accordance with survey made by the Office of Leslie M. Apgar, Licensed Engineers and Surveyors, Bedminster, New Jersey, November 1955.

Subject to the rights of the public in Old Army Road and Highview Avenue.

Together with all appurtenant rights, including water rights in and to said premises.

Being also known as #87 Old Army Road, Bernardsville, New Jersey.

Being the same premises conveyed to Margaret C. Palmer by deed of Arthur A. Palmer, Jr., dated April 18th, 1960 and recorded September 4, 1962 in Somerset County Deed Book #1021, page 403.

SECOND TRACT: (Block 59, Lot 5) BEGINNING in the center line of Highview Avenue distant 200 feet southwesterly from the westerly corner of lands of Charles P. Laubach, said beginning point being also the westerly corner of lands of Peter and David Palmer (Parcel #1 as described in paragraph Fifth of the Last Will and Testament of Rae S. Palmer), and running thence (1) along said lands, South 40 degrees 29 minutes East 301 feet more or less to lands formerly of Willmere Farm, Inc.; thence (2) along said lands formerly of Willmere Farm, Inc., South 47 degrees 26 minutes 05 seconds West 200.05 feet to a corner of other lands of Peter and David Palmer (Parcel #3 as described in the Last Will and Testament of Rae S. Palmer); thence (3) along same,

COUNTY OF SOMERSET
CONSIDERATION \$1.00
REALTY TRANSFER FEE \$1.00
DATE 2-5-82 BY E.B.

Tax Map
Reference

BOOK 1454 PAGE 658

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.

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.

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 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.

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 Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of

David C. Palmer

Arthur A. Palmer, Jr. (L.S.)

Margaret C. Palmer (L.S.)
Margaret C. Palmer

RECORDED

FEB 5 10 23 AM 1982
SOMERSET COUNTY
L. R. OLSON, CLERK

State of New Jersey, County of SOMERSET | ss.: 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, sealed 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 existed by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$ 1.00.

Prepared by: Arthur A. Palmer, Jr.

David C. Palmer
Notary Public of New Jersey
My commission expires June 29, 1993

BOOK 1454 PAGE 660

END DE DOCUMENT

41830 ✓

DEED

This instrument was prepared by:

This Deed is made on December 19

, 19 86

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 Old 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 Executor 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).

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Borough of Bernardsville
Block No. 125 Lot No. 2 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:

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.

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 County Surrogate's Office naming Peter S. Palmer and David C. Palmer as executors thereof.

COUNTY OF SOMERSET
CONSIDERATION 1.00
REALTY TRANSFER FEE NONE
DATE 12-22-86 BY J.E.

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

ALL-STATE LEGAL SUPPLY CO.
One Commerce Drive, Cranford, N. J. 07016
DGRVST-1

PARTIAL EXEMPTION
(c. 176, P. L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF SOMERSET

ss.

FOR RECORDER'S USE ONLY

Consideration \$ 1.00

Realty Transfer Fee \$ NONE

Date 12-29-86 By J.R.

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, PETER S. PALMER and DAVID C. PALMER, being duly sworn according to law upon his/her oath deposes and

says that he/she is the Grantor

(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co. Lending Institution, etc.)

in a deed dated December 19th, 1986, transferring real property identified as Block No. 125

Lot No. 2 located at #87 Old Army Road, Borough of Bernardsville, Somerset

(Street Address, Municipality, County)

County

and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

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

(3) FULL EXEMPTION FROM FEE

Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

By an executor of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's Will.

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

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

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 yrs. of age or over.*
☐ One or two-family residential premises

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.*
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.*
☐ One or two-family residential premises.
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☐ Affordable According to H.U.D. Standards.
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.
☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

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

- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 19 day of December, 1986

Anna M. Legac
Notary Public of New Jersey
My Commission expires 4/20/88

Peter S. Palmer Name of Deponent (sign above line) DAVID C. PALMER Name of Grantor (type above line)

#87 Old Army Road, Bernardsville, New Jersey 07924

Address of Deponent

Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number 41830 County Somerset

Deed Number _____ Book _____ Page _____

Deed Dated 12-19-86 Date Recorded 12-29-86

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16-8.12).

TRIPLICATE - Pink copy is your file copy.

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. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.

Witnessed or Attested by:

Anna M. Legac
Anna M. Legac

Peter S. Palmer
Peter S. Palmer
David C. Palmer
David C. Palmer

RECORDED
(Seal)

DEC 29 10 56 AM '86

SOMERSET COUNTY
L.R. OLSON, CLERK

STATE OF NEW JERSEY, COUNTY OF SOMERSET

SS.:

I CERTIFY that on *December 19*, 19*86*,
PETER S. PALMER and DAVID C. PALMER, Executors of the Last Will and Testament of
Margaret C. Palmer, deceased, personally came before me
and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Prepared by:

N.J.S.A. 46:15-13 (Print signer's name below signature)

Anna M. Legac
(Print name and title below signature)
Anna M. Legac
Notary Public of New Jersey
My commission expires *12/20/88*

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on

, 19

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of the corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is the President of the corporation;
- (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal 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 me on
, 19

(Print name of attesting witness below signature)

Prepared by:

N.J.S.A. 46:15-13 (Print signer's name below signature)

DEED

This Deed is made on May 24

19 95

Prepared by: (Print signer's name below signature)
Miles S. Winder, III
Miles S. Winder, III, Esq.

BETWEEN

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

whose address is P.O. Box 776, Bernardsville, New Jersey 07924

referred to as the Grantor,

AND

*PALMER ENTERPRISES, L.L.C.

whose post office address is P.O. Box 776, Bernardsville, New Jersey 07924

referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of LESS THAN ONE HUNDRED AND NO/100 DOLLARS (< \$100.00)

The Grantor acknowledges receipt of this money.

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 and State of New Jersey. The legal description is:

BEGINNING at a point in the center of Morristown Road (Route 202), being the northeast corner of lands formerly of Arthur A. Palmer, Jr.; thence (1) 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 Erie 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.

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 Tax 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 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 189ac.

COUNTY OF SOMERSET

CONSIDERATION \$100.00

REALTY TRANSFER FEE \$100.00

DATE 5/24/95

REC NOV/15/1995 09:34AM 033000

SOMERSET COUNTY CLERK JEB 22.00

BK2034PC696



STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
OR
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

ALL-STATE LEGAL
A Division of All-state International, Inc.
800-222-0610 in NJ 908-272-0800

V S T : 2

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF SOMERSET

FOR RECORDER'S USE ONLY

Consideration \$ 1.00
Realty Transfer Fee \$ Exempt
Date 11-15-95 By JP

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, David C. Palmer, being duly sworn according to law upon his/her oath deposes and

says that he/she is the grantor

in a deed dated May 24, 1995

Lot No. 3 located at 1-9 Morristown Road, Bernardsville, Somerset County

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ less than \$100.00

(3) FULL EXEMPTION FROM FEE

Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

(a) For a consideration of less than \$100.00

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

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

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 yrs. of age or over.*
☐ One or two-family residential premises

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.*
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.*
☐ One or two-family residential premises.
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☐ Affordable According to H.U.D. Standards.
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.
☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

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

- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 24th

day of May

1995

Maureen A. Hurley
Maureen A. Hurley

Notary Public of New Jersey
My commission expires
10/7/96

State of Deponent (sign above line)

David C. Palmer
P.O. Box 776

Bernardsville, NJ 07924

State of Deponent (sign above line)

David C. Palmer
P.O. Box 776

Bernardsville, NJ 07924

Address of Owner or Title of Site

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number 35800 County Somerset
Deed Number _____ Book _____ Page _____
Deed Dated 5-24-95 Date Recorded 11-15-95

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:18-8.12).

TRIPLICATE - Pink copy is your file copy.

BK20346697

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

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:

Maureen A. Hurley
Maureen A. Hurley as to both:

David C. Palmer
David C. Palmer

(Seal)

Peter S. Palmer
Peter S. Palmer

(Seal)

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

SS.:

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.)

Maureen A. Hurley
(Print name and title below signature)

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

BK2034PG698

DEED

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

TO

PALMER ENTERPRISES, L.L.C.

Grantor.

Grantee.

Dated: May 24, 19 95

Record and return to:

Miles S. Winder, III, Esq.
12 Quimby Lane
P.O. Box 775
Bernardsville, NJ 07924

BK2034 PG699

END OF DOCUMENT

Appendix F – Approved Site Plan and Resolution

PLANNING BOARD
BOROUGH OF BERNARDSVILLE

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

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.

11. 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:

(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.

ROLL CALL VOTE:

Those in Favor: *Mr. Knudsen, Mr. Landruen, Miss Oliver, Mr. Torbert, 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.

Joy W. Vavrek

JOY W. VAVREK, Recording
Secretary

Dated:

September 26, 1991

1. Site Plan of Palmer Properties, Block 125, Zone B1, Lot 1 and 2, Date September 6, 1991, Scale As Noted, Applicant David and Peter Palmer.

2. I consent to the filing of this Site Plan with the Planning Board of Bernardsville, David & Peter Palmer, 35 Olcott Square, 908-769-4334, 9/6/91, Owner, Address, Phone No., Date.

3. 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, Mervyn J. Dickinson, NJPE #28555, R. Edmond Yannaccone, NJLS #13155.

4. I have reviewed this Site Plan and certify that it meets all codes and ordinances under my jurisdiction. Date 3/24/92, Borough Engineer, Date, Borough Clerk, Date.

5. 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.

6. Building Permit Issued.

7. Approved by the Planning Board of the Borough of Bernardsville. Preliminary 7-26-91, Final 9-26-91, Date 3/27/92, Chairman, Date, Secretary, Date.

PROPERTY OWNERS WITHIN 200' OF LOTS 1 AND 2, BLOCK 125.

PLANNING BOARD, BOROUGH OF BERNARDSVILLE, CL99-1-1.

HEARING ON APPLICATION FOR VARIANCE FROM ORDINANCE 581.

Applicant: David & Peter S. Palmer, Address: 35 Olcott 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 Borough Tax Records. The following must be notified:

Blk Lot	Name	Address
125-2	Peter S. & David C. Palmer	35 Olcott Square, Bernardsville, NJ 07924
125-3	Peter S. & David C. Palmer	87 Old Army Road, Bernardsville, NJ 07924
125-4	Trustees of Congdon Lodge	11 Morrisstown Road, Bernardsville, NJ 07924
36-15	Bernardsville Borough	Nine Brook Road, Bernardsville, NJ 07924
66-17	Crosscom Associates	P.O. Box 28, Morrisstown, NJ 07882
66-18	C & H Realtors Inc.	120 Cross Road, Bernardsville, NJ 07924
66-19	Capodiferro Assoc., Inc.	35 Seney Drive, Bernardsville, NJ 07924
66-20	Michael Mennella	35 Seney Drive, Bernardsville, NJ 07924
66-21	Capodiferro Assoc., Inc.	35 Seney Drive, Bernardsville, NJ 07924
70-4	Donald Kalfus & Peter Nascato	P.O. Box 610, Bernardsville, NJ 07924
70-5	Condo Sidre Susan	Olcott Square, Bernardsville, NJ 07924
70-6	Condo Norman C. & Gloria W. Saunders	7 Floral Court, Westfield, NJ 07090
70-7	Condo Robert Corio	2 Olcott Square, Bernardsville, NJ 07924
70-8	Condo Skyline Realty Assoc.	19 Skyline Drive, Warren, NJ 07059
70-9	Condo Skyline Realty Assoc.	19 Skyline Drive, Warren, NJ 07059
70-10	Condo Olcott Square Corp.	19 Skyline Drive, Warren, NJ 07059
70-11	Condo Olcott Square Corp.	19 Skyline Drive, Warren, NJ 07059
70-12	Condo Nicholas & Joan Mazzocchi, Jr.	27 Prospect Street, Bernardsville, NJ 07924
70-13	Condo Vincent A. & Nancy Papp	305 Passaic Avenue, Scituate, NJ 07980
95-1	Russell Associates, Inc.	460 Milltown Rd., Box 6150, Bridgewater, NJ 08807
95-2	Gary S. & Jill Ricker	P.O. Box 671, Oldwick, NJ 08858
95-3	Kenneth & Helen Decker, Sr.	P.O. Box 400, Chatham, NJ 07928
95-4	Mary Courter	31 Old Wood Road, Morris Plains, NJ 07950
144-1	N.J. Dept. of Transportation	181 West Branch Rd., Nevecon, NJ 07857
125-1	Caroline N. & Joan A. Picone	27 Mt. Airy Road, Bernardsville, NJ 07924
125-2	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-3	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-4	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-5	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-6	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-7	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
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125-63	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-64	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-65	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-66	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-67	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-68	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-69	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-70	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-71	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-72	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-73	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-74	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-75	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-76	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-77	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-78	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-79	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-80	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-81	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-82	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-83	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-84	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-85	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-86	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-87	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-88	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-89	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-90	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-91	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-92	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-93	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-94	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-95	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-96	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-97	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-98	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-99	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924
125-100	Borough of Bernardsville	Nine Brook Road, Bernardsville, NJ 07924

HEARING ON APPLICATION FOR VARIANCE FROM ORDINANCE 581.

Applicant: David C. & Peter S. Palmer, Address: 35 Olcott 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 Borough Tax Records. The following must be notified:

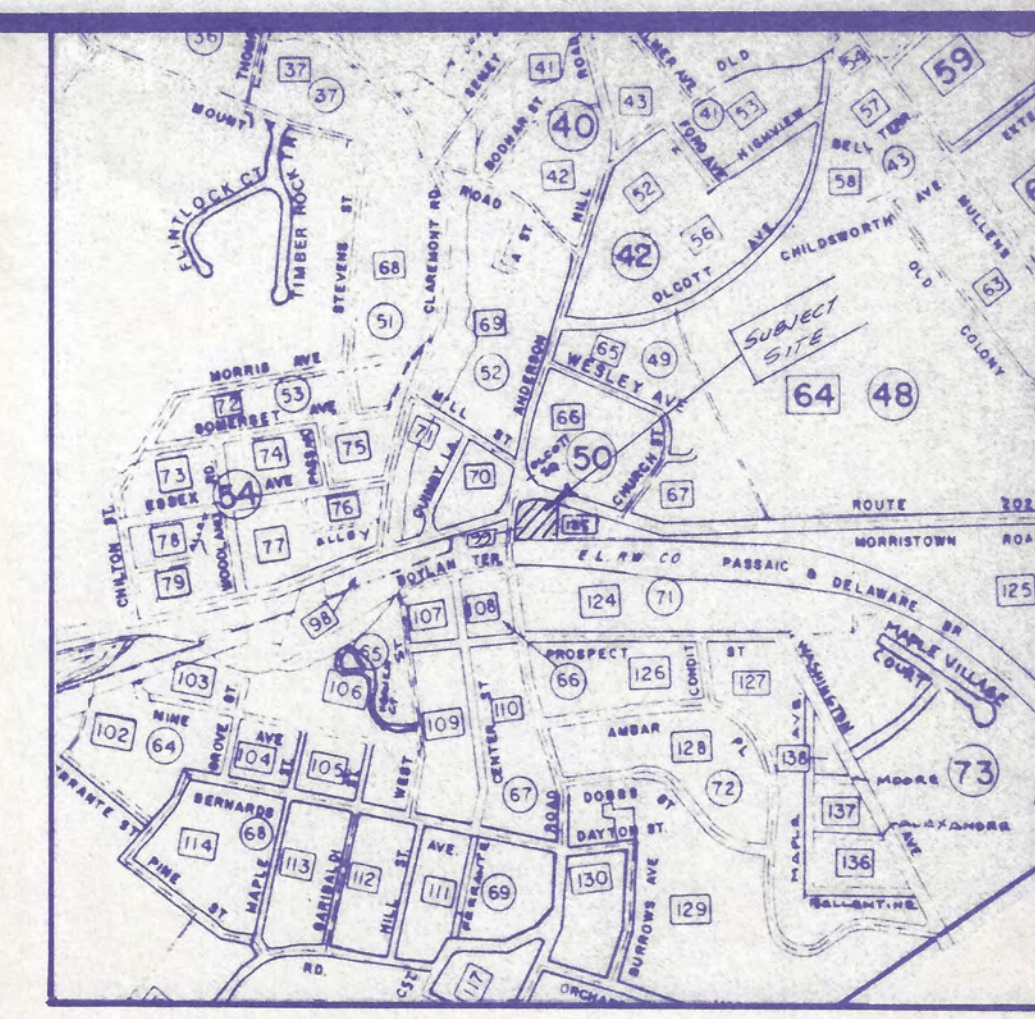
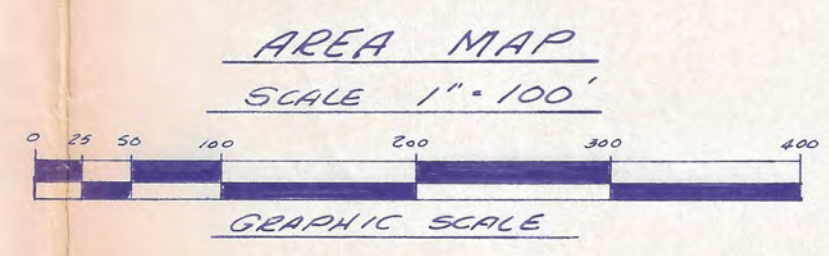
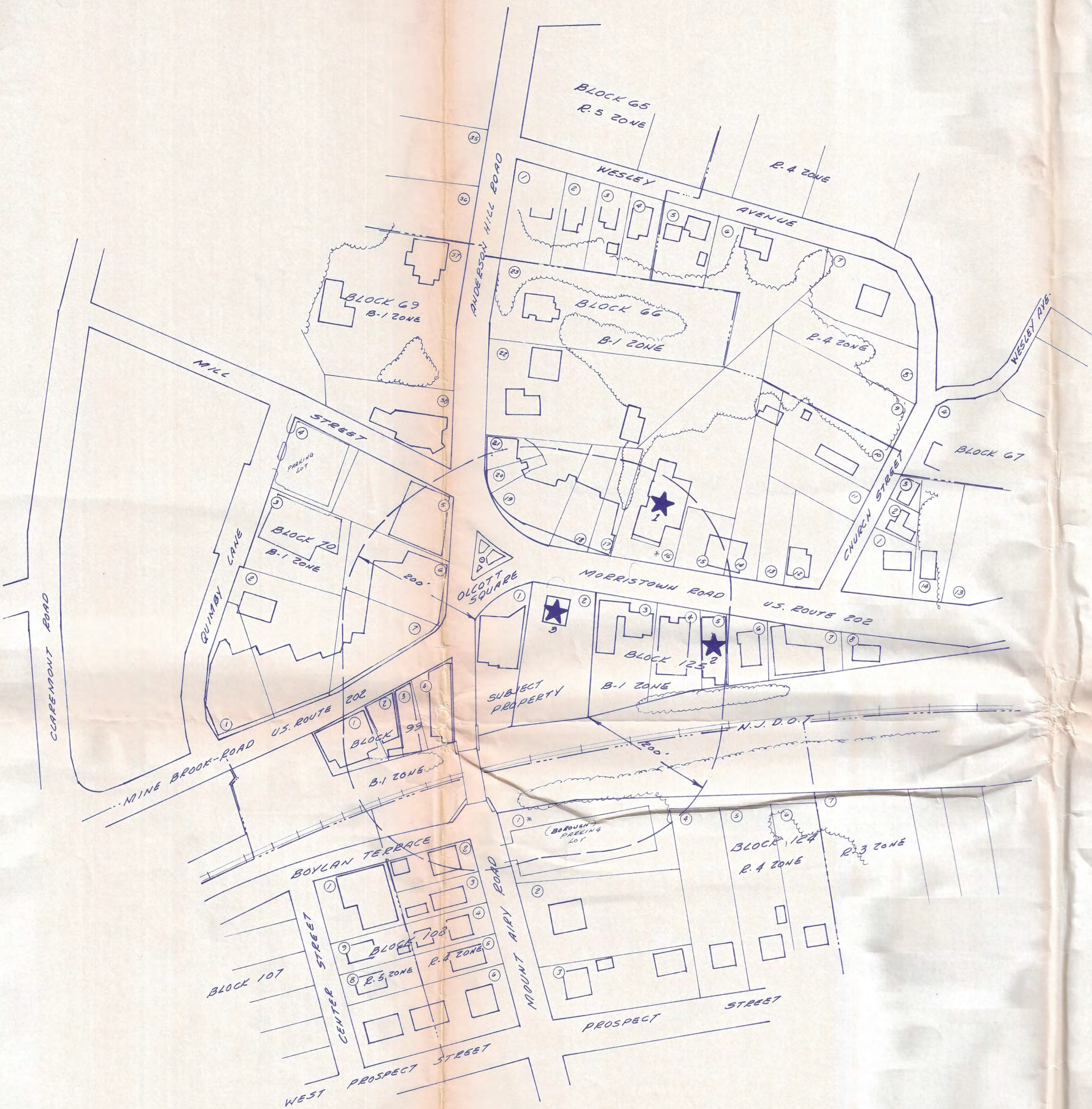
Blk Lot	Name	Address
66-12	Shirley A. McGuirk	1 South Street, Bernardsville, NJ 07924
66-13	Shirley A. McGuirk	1 South Street, Bernardsville, NJ 07924
66-14	Revere Savings & Loan Assoc.	22 Morrisstown Road, Bernardsville, NJ 07924
66-15	Revere Savings & Loan Assoc.	22 Morrisstown Road, Bernardsville, NJ 07924
124-4	David C. Palmer	35 Olcott Square, Bernardsville, NJ 07924
124-5	Dennis K. Hoover	34 Prospect Street, Bernardsville, NJ 07924
123-3	Corlandt & Nancy K. Parker	17 Morrisstown Road, Bernardsville, NJ 07924
123-6	Veeltown, Inc.	23 Morrisstown Road, Bernardsville, NJ 07924
123-7	Norold W. Chesson, Esq.	19 Center Street, Clinton, NJ 08809

List compiled by: *Estelle Palmer*

I hereby certify that proper notice of the hearing on this application to be held on Sept. 27, 1991 at 8 P.M. in the Borough Hall has been served on the above property owners. A copy of said notice is attached.

Notary: *James M. Lopez*, Date: 7/11/91

(This certification to be filed with the Administrative Officer of the Planning Board at or prior to the hearing.)



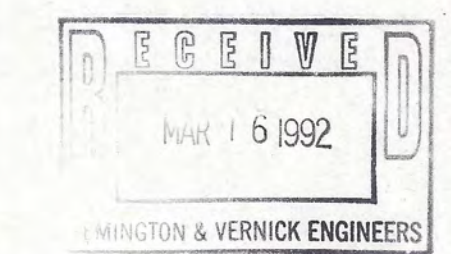
GENERAL NOTES

- Owner/Applicant: Peter & David Palmer, 35 Olcott Square, Bernardsville, NJ 07924.
- 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 1 includes .4266 acres (18,685 sq. ft.). Lot 2 includes .5677 acres (24,485 sq. ft.). Entire tract is comprised of 0.9943 acres (43,170 sq. ft.). TO DEED LINE
- Zoning District: B-1 Business District Zone.

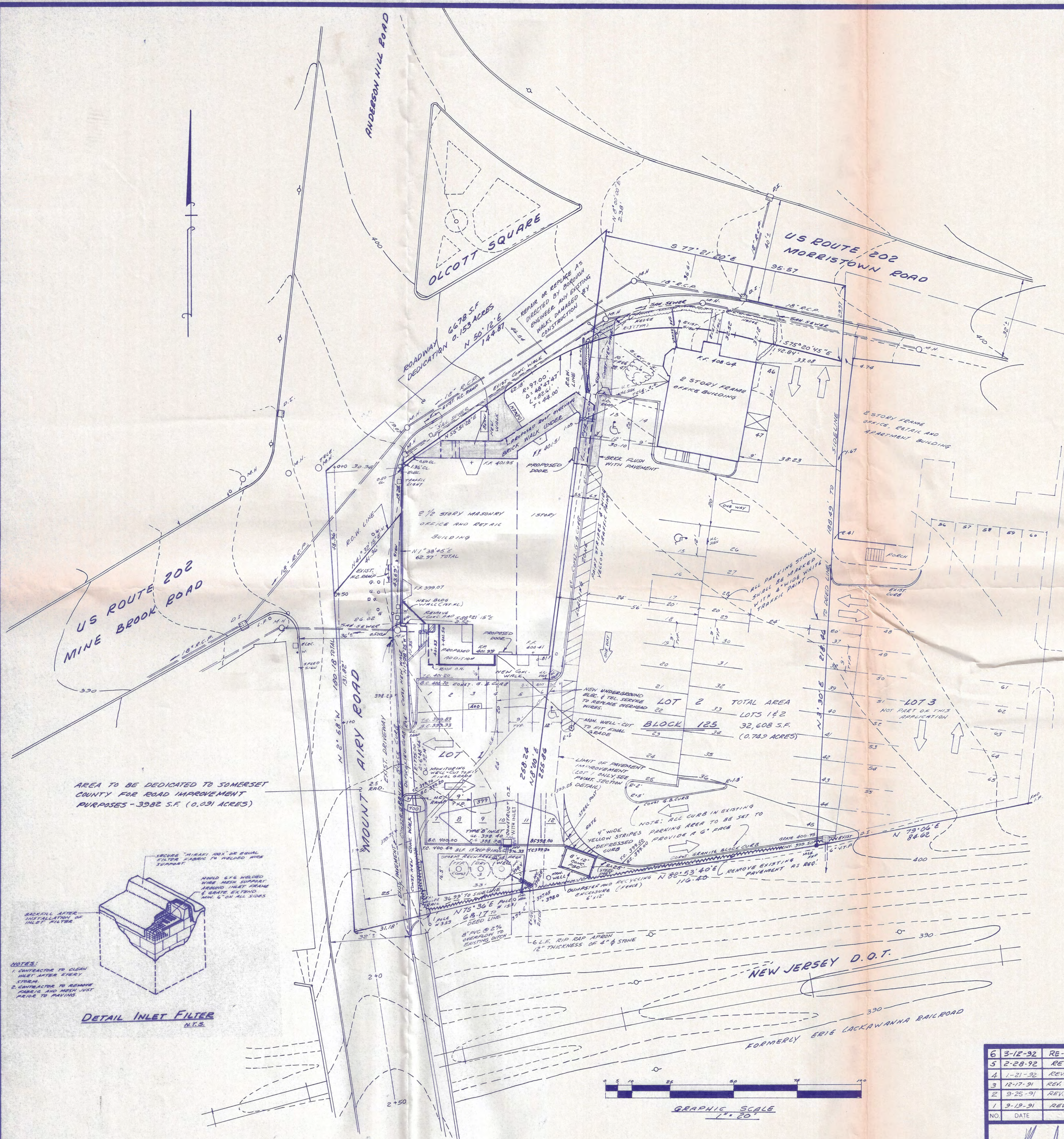
Area, Height & Yard Requirements	Required	Existing Lot 1	Existing Lot 2
Lot Area (Minimum)	N/A	18,685 SF	24,485 SF
Lot Width	N/A	66' ±	96' ±
Front Yard Setback	10	0	1' ±
Side Yard Setback	10	0	28' ±
Rear Yard Setback	10	90' ±	160' ±
Height	2 stories/30'	2 1/2/30.87	2 stories/28.88

- Boundary information shown herein based upon field survey by Yannaccone Associates, Inc. Topographic information shown herein based upon field survey by Yannaccone Associates and aerial photography by Atlantis Aerial Co., Inc. Actual field data obtained in August, 1991.
- All elevations shown herein based on NGVD 1929 datum.
- Benchmark: L in Mueller's on top of Mueller fire hydrant in Olcott Square; Elev. 404.88.
- All solid waste disposal to be by private collection. Dumpster and recycling area provided for Lots 1 & 2, Block 125.
- 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 located and marked by utility companies.
- The following variances are required for site plan approval:
 - Insufficient front yard setback
 - Parking within 5' of buildings and property lines
 - Insufficient number of parking spaces
 - Insufficient loading space
 - Conditional use of building on Lot 1 as a Fast Food Restaurant (bagel shop)
 - ROOF HEIGHT LOT 1 ONLY "EXISTING" (VARIANCE PREVIOUSLY GRANTED WITH APRIL 58-111)
- 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 Woolton 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 in Bernardsville.
- SUMMARY OF COVERAGE

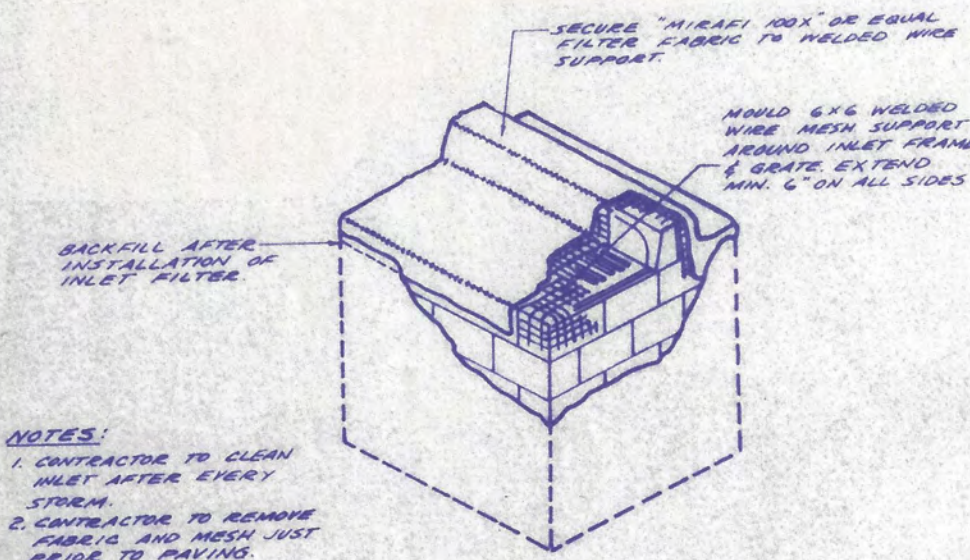
	Lot 1 Existing	Lot 1 Proposed	Lot 2 Existing	Lot 2 Proposed
Building Cover	.31	.30	.05	.05
Impervious Cover	.45	.50	.94	.91
Floor Area Ratio	.77	.44	.10	.10
- THERE SHALL BE NO DIRECT DISPENSING OF FOOD TO CUSTOMERS IN MOTOR VEHICLES OR OUTSIDE THE CONFINES OF THE PROPOSED BAGEL SHOP.
- PROPERTIES CONTAINING PUBLIC USE FACILITIES WITHIN 200 FT. OF THIS SITE ARE DENOTED BY *



5 3-12-92	RE-183UE	DRAWN BY: A.E.V.	DATE: 5/24/91	WO: 23216	SITE PLAN FOR PALMER PROPERTIES IMPROVEMENTS LOTS 1 AND 2 BLOCK 125 BOROUGH OF BERNARDSVILLE, SOMERSET COUNTY NEW JERSEY
4 2-28-92	RE-183UE	CHECKED BY:	SCALE: AS NOTED	FILE: D 10	
3 12-17-91	REV. PER BORO ENG., COUNTY PL. BD. & N.J. DOT				YANNAKONE ASSOCIATES, INC. CIVIL ENGINEERS & SURVEYORS 460 MAIN STREET P.O. BOX 459 CHESTER, NEW JERSEY 07930 PHONE: 908-879-6646
2 9-25-91	REV. PER PL. BD. & ENG. COMMENTS				
1 9-19-91	REV. PER PLANNING BOARD COMMENTS				
NO DATE REVISION		M. J. DICKINSON MERVIN J. DICKINSON N.J. PROFESSIONAL ENGINEER LIC. NO. 28555			
		R. EDMOND YANNAKONE R. E. YANNAKONE N.J. LIC. LAND SURVEYOR NO. 13155			

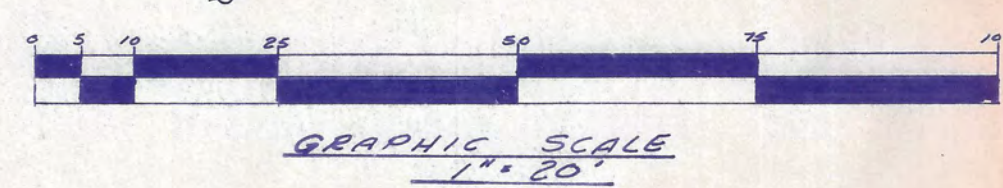


AREA TO BE DEDICATED TO SOMERSET COUNTY FOR ROAD IMPROVEMENT PURPOSES - 3382 S.F. (0.091 ACRES)



DETAIL INLET FILTER
N.T.S.

NOTES:
1. CONTRACTOR TO CLEAN INLET AFTER ERIE STREAM.
2. CONTRACTOR TO REMOVE DEBRIS AND WOODS PRIOR TO PAVING.



PARKING CHART

	REQUIRED PARKING	EXISTING PARKING	PROPOSED PARKING
LOT 1: 5636 SF OFFICE @ 1 SPACE/150 SF	38		
1538 SF EAST ROAD @ 1 SPACE/100 SF	17		
	55	10	12
LOT 2: 2432 SF OFFICE @ 1 SPACE/150 SF	16	38	26
LOT 3: 3812 SF OFFICE @ 1 SPACE/150 SF	25		
1356 SF OFFICE @ 1 SPACE/200 SF	10		
2 2 BR. APTS @ 2.5 SPACES EACH	5		
	40	27	27

PERCENTAGE OF REQUIRED PARKING PROVIDED

LOTS 1 & 2:	38/71	53%
LOTS 1, 2 & 3:	65/111	59%

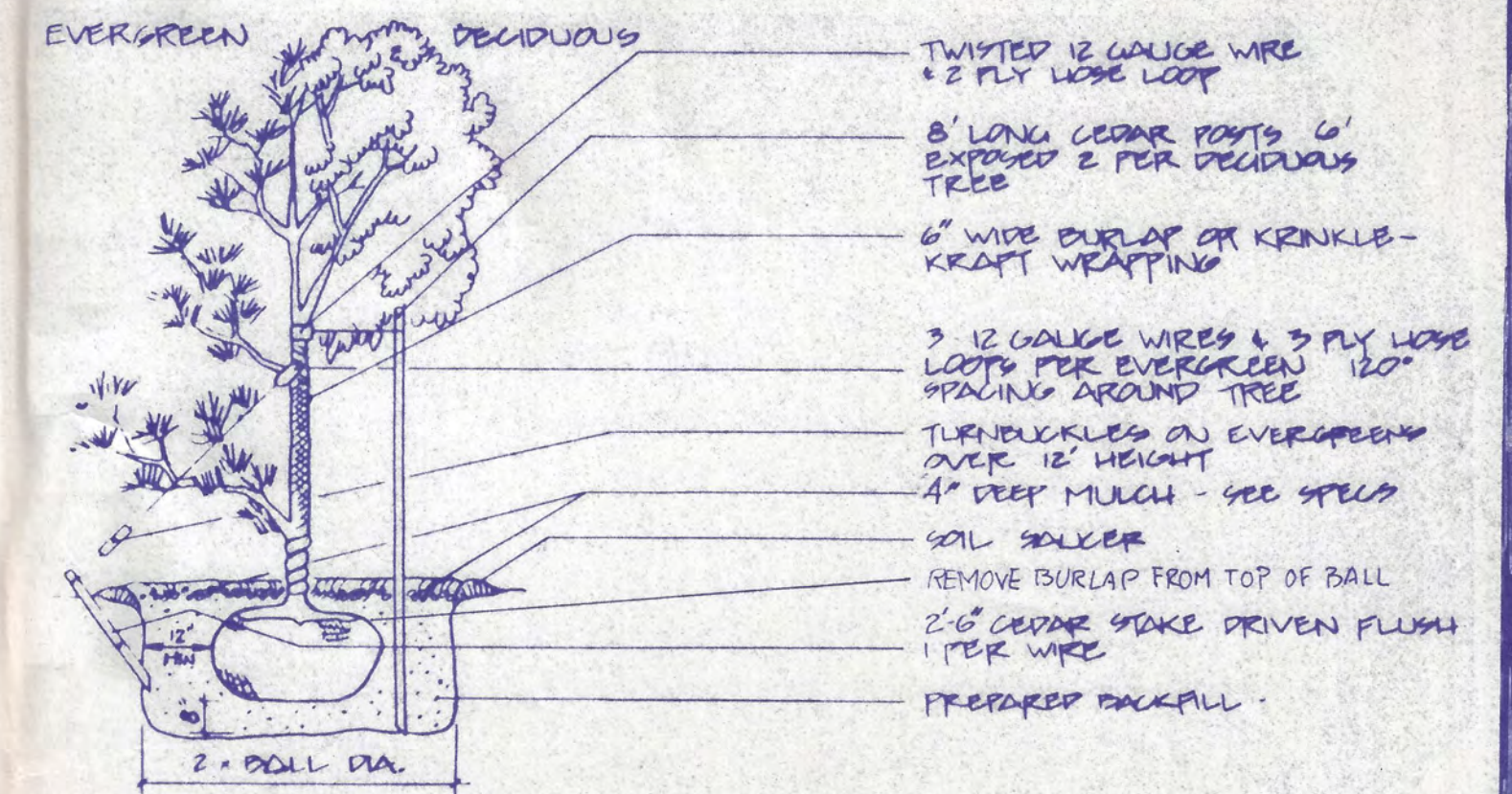
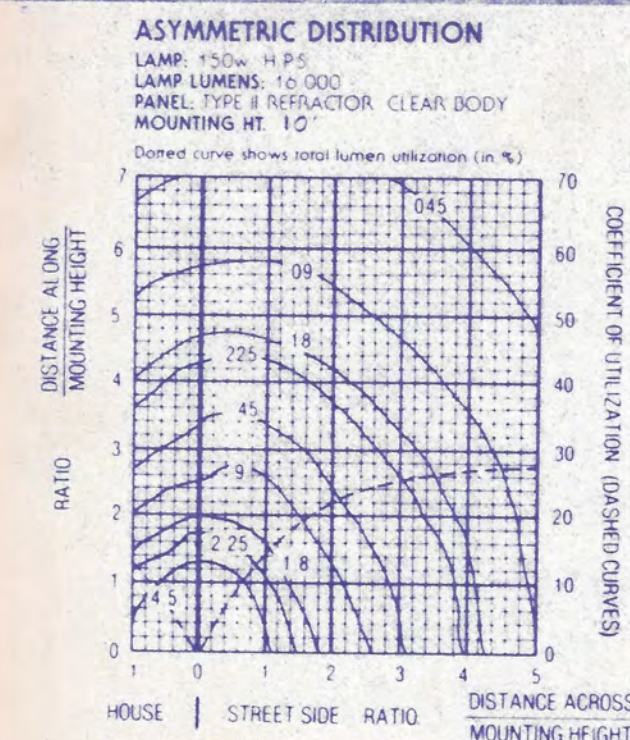
6	3-12-92	RE-1000UE
5	2-28-92	RE-1000UE
4	1-21-92	REV. PER SCD REVIEW
3	12-17-91	REV. PER BORO. ENG. COUNTY PL. BD. & D.O.T. REVIEWS
2	9-25-91	REV. PER PL. BD. & ENG. COMMENTS
1	9-19-91	REV. PER PLANNING BOARD COMMENTS
NO.	DATE	REVISION

DRAWN BY	DATE	WO
REY	SEPT 4, 1991	23216
CHECKED BY	SCALE	FILE
	1" = 60'	010

SITE, GRADING AND UTILITY PLAN
PALMER PROPERTIES
LOTS 1 AND 2 BLOCK 125
BOROUGH OF BERNARDSVILLE,
SOMERSET COUNTY, NEW JERSEY

YANNACONE ASSOCIATES, INC.
CIVIL ENGINEERS & SURVEYORS
460 MAIN STREET
P.O. BOX 455
CHESTER, NEW JERSEY 07930
PHONE: 908.879.6646

SHEET
2 OF 5
REV: 6



MAINTENANCE PLAN:

PLANT LIST

Quantity	Key	Botanical Name	Common Name	Size	Notes
2	AC	Amelanchier canadensis	Shadblow	6'- 8' Ht.	B & B
1	CO	Chamaecyparis obtusa Grippi	Servicberry Golden Hinoki Cypress	3'-4' Ht.	B & B
13	EA	Euonymus Alatus Compacta	Compact Burning Bush	2 1/2'-3' Ht.	B & B
100	EF	Euonymus fortunei coloratus	Wintercreeper	8"-12" Spr.	Pots
9	IG	Ilex glabra compacta	Euonymus 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 Ailnifolia	Korean Mountain Ash	2"-2 1/2" Cal.	B & B
46	TB	Taxus baccata repandens	Spreading English Yew	16"-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

1. 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.
2. 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.
3. 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.
4. ALL TREES ARE TO BE STAKED WITH TWO 6 FT. CEDAR STAKES, GUYED WITH HOSE COVERED WIRE.
5. ALL PLANTINGS, EXCEPT GROUND COVERS, ARE TO BE MULCHED WITH A MINIMUM 4 INCH DEPTH OF SHREDDED HARDWOOD BARK.
6. WATERING SAUCERS SHALL BE PROVIDED AROUND EACH TREE.
7. 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**

LANDSCAPE AND LIGHTING PLAN FOR
PALMER PROPERTIES
LOTS 1 AND 2 BLOCK 125
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

SHEET
3 OF 5
V. 5

N. J. PROFESSIONAL ENGINEER LIC. NO.

N. J. LIC. LAND SURVEYOR NO.

SOIL EROSION AND SEDIMENT CONTROL

- 1) All soil erosion and sediment control shall be in accordance with the Soil Erosion Control Act, Chapter 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 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 construction 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.
- 11) 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.
- 12) Where necessary, disturbed areas shall be temporarily seeded and/or mulched until proper weather conditions exist for establishment of a permanent vegetation.
- 13) All 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.

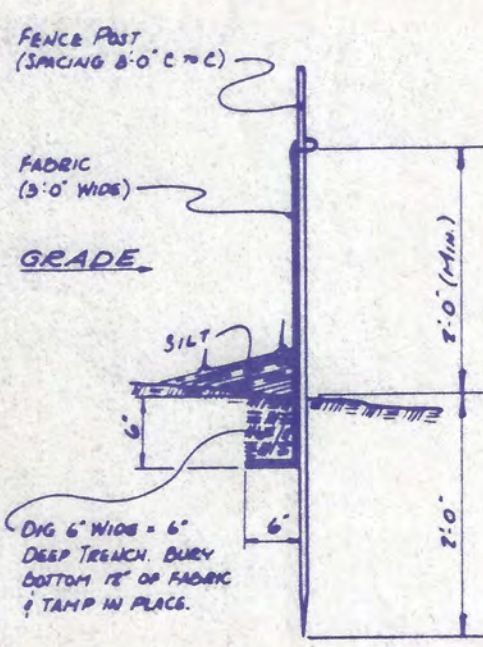
VEGETATIVE STABILIZATION CRITERIA

- 1) Temporary vegetative cover to be established 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/acre.
 - B) Plant as follows:

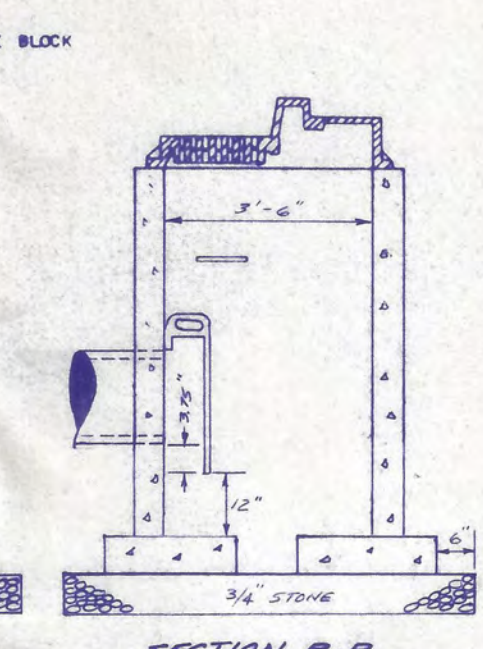
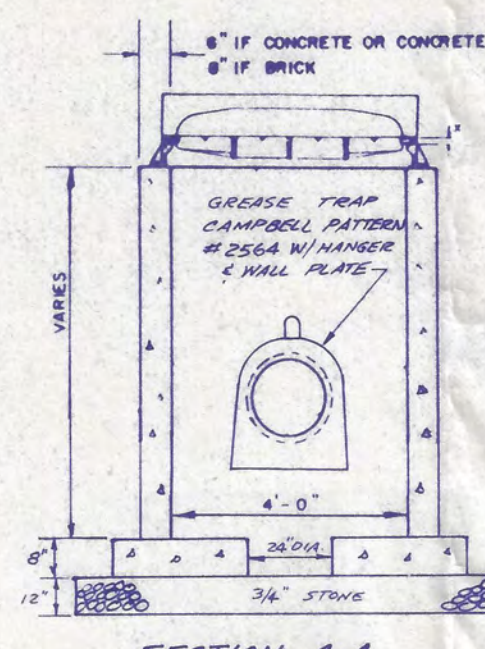
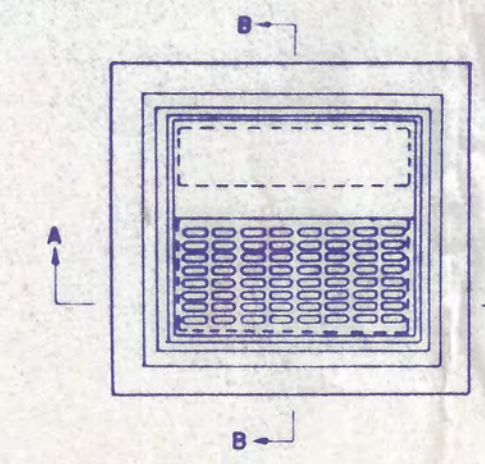
Before May 20 Annual Ryegrass	40 lbs/acre
May 20 - June 20 Sodgrass	40 lbs/acre
June 1 - Aug. 1 Weeping Lovegrass	30 lbs/acre
Aug. 15 - Oct. 15 Annual Ryegrass	40 lbs/acre
Oct. 15 - October 31st Sodgrass	25 lbs/acre, if adequate soil moisture is maintained.
- 2) Permanent vegetative cover - general areas 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) 345 Kentucky 31 Fescue, 175 Kentucky Bluegrass, 205 Creeping Red Fescue, 55 Red Top and 31 inert (sometimes designated as synthetic field mixture), 100 #/ac.
- 3) 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 materials are suitable for mulching-unrooted straw or salt hay 1.5 to 2" long, acrylic asphalt emulsion or cutback asphalt 1000 to 1200 gals/acre, wood fiber or paper or paper fiber (hydro-seeding 1500 lbs/acre), mulch netting (paper, geotextile, cotton or plastic).
 - B) Straw or salt hay mulchers should be immediately anchored using peg line netting, a mulch anchoring tool or liquid mulch binders.
- 5) All disturbed areas not scheduled for construction activities within 30 days of disturbance shall be stabilized with permanent vegetative cover.
- 6) All Roadside Swales and drainage ditches are to be stabilized immediately after construction.

SEQUENCE OF CONSTRUCTION

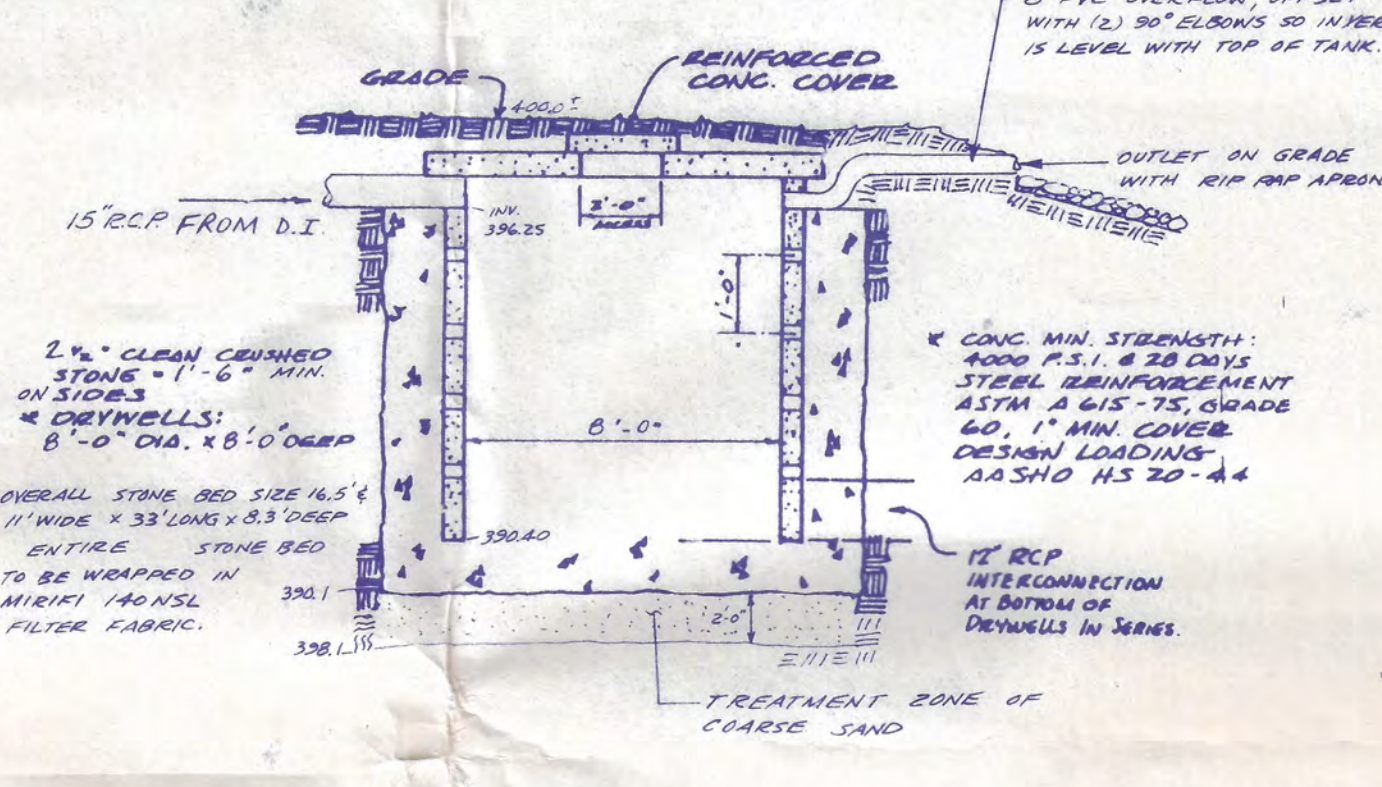
1. Notify Township Engineer 72 hours prior to disturbance
2. Install silt fence
3. Rough grade parking area, Lot 1, to proposed elevation
4. Install storm drainage and drywell system
5. Construct curbing and removal of any excess pavement
6. Install base course pavement, Lot 1
7. Building construction
8. Finish grading and topsoil where necessary
9. Install walks, landscaping, lighting, dumpster pad and enclosure
10. Install top course pavement, Lot 1
11. Re-paint all pavement striping, directional arrows, etc. on Lots 1 and 2.
12. Remove erosion control measures



SILT FENCE DETAIL
N.T.S.



TYPE "B" INLET
WITH GREASE TRAP N.T.S.



DRAINAGE CALCULATIONS

1) PREVIOUS IMPERVIOUS COVER = 4910 SF
PERVIOUS IMPERVIOUS COVER = 32247 SF

AS THERE IS A NET DECREASE IN IMPERVIOUS COVER, NO STORAGE HAS BEEN PROVIDED FOR INCREASE IN RUNOFF DUE TO IMPROVEMENT OF SITE.

2) TOTAL PERVIOUS ROOF AREA LOT 1 = 4910 SF (INCL. EXIST.)
TOTAL EXISTING ROOF AREA LOT 2 = 1216 SF
OVERALL TOTAL = 5926 SF

STORE 1.5" RUNOFF OVER ENTIRE ROOF AREA; 0.40 INFILTRATION (100% INFILTRATION, 24 HOUR RAINFALL)

5926 SF x 1.5" IN. = 0.40 = 2207 CF STORAGE NECESSARY

2207 CF / 725 CF PER DRYWELL = 3 DRYWELLS

3) DRYWELL CALCULATION - USE 6" DIAMETER, 8' DEEP DRYWELL 12" x 12" x 8' SLOPE 2% TO EXTEND 0.3' BELOW DRYWELL.

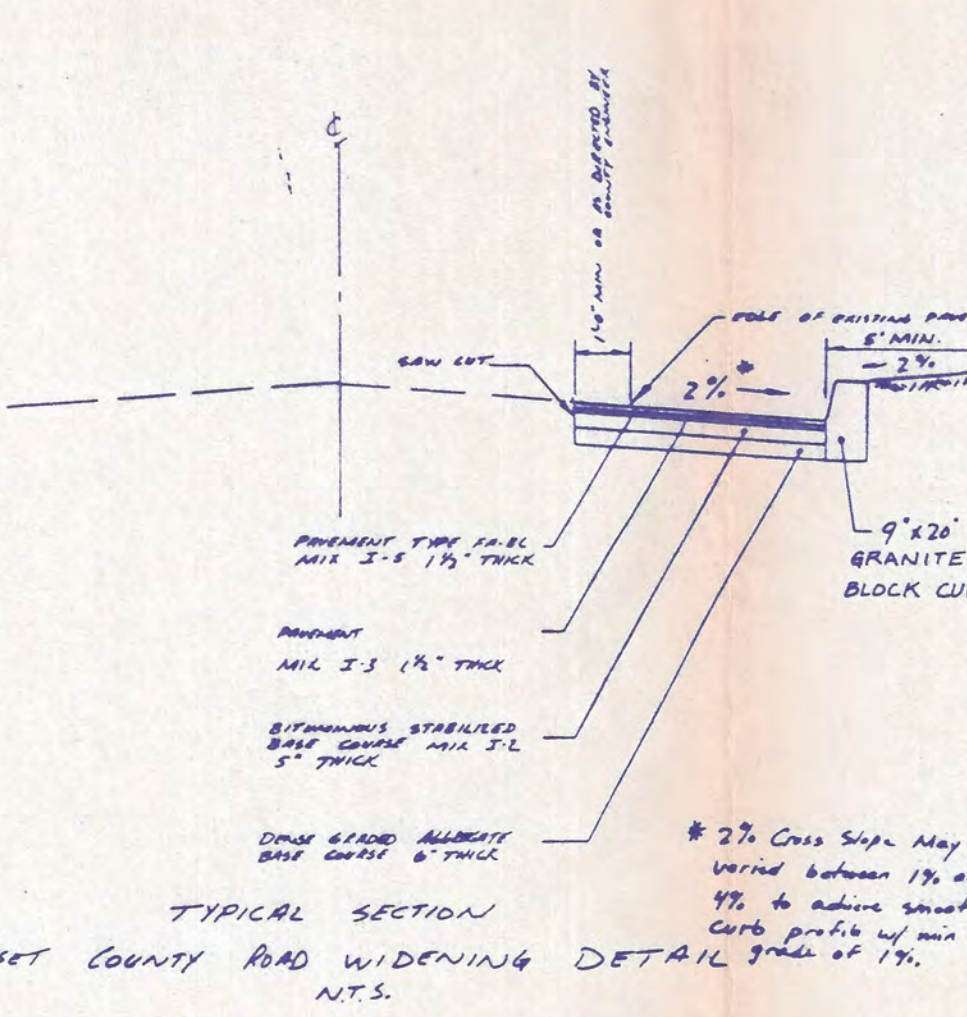
VOLUME DRYWELL = $\pi \times 0.25^2 \times 8' = 4.02$ CF

VOLUME SLOPE = $12' \times 12' \times 8' = 1152$ CF

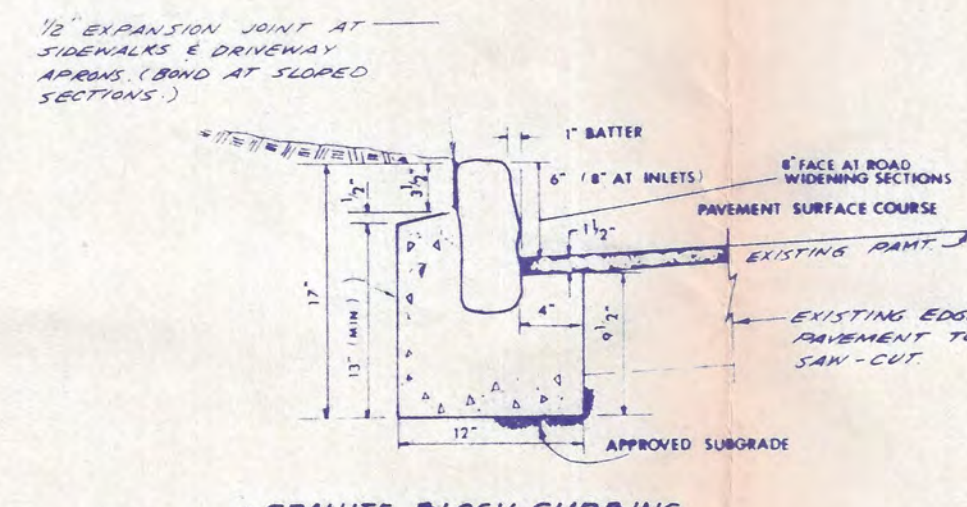
STORAGE CAPACITY OF SLOPE = $0.40 \times 1152 = 461$ CF

TOTAL STORAGE PER DRYWELL = $461 + 402 = 863$ CF

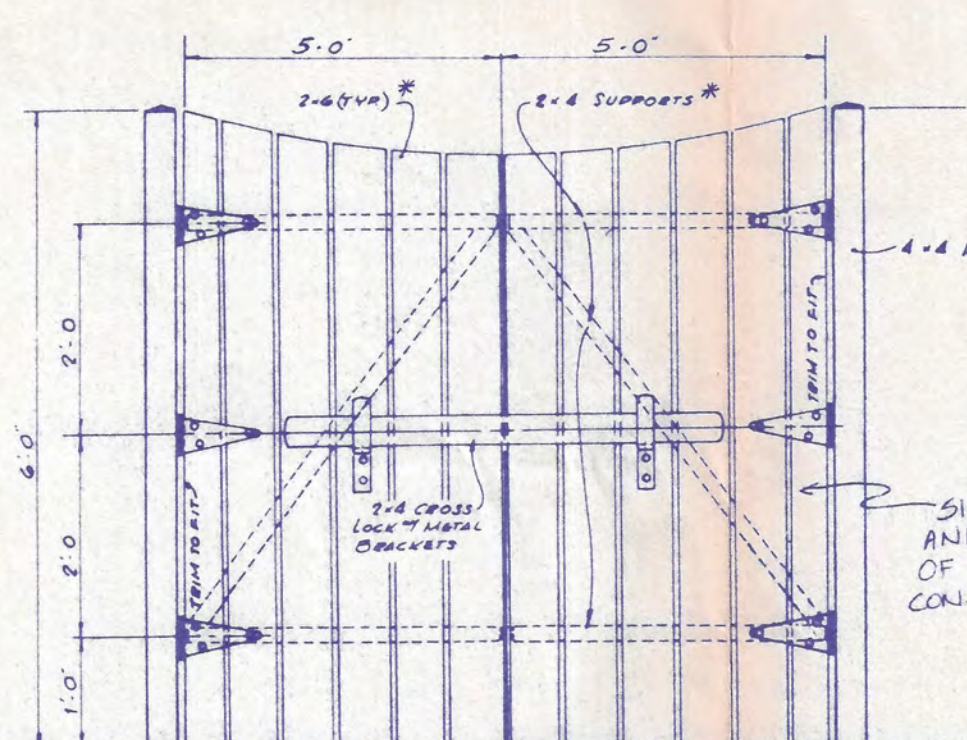
ADJUST SHAPE OF SLOPE TO FIT AREA AVAILABLE
 $(16.5' \times 11') \times 33' = 3 \times [12' \times 12']$



TYPICAL SECTION
SOMERSET COUNTY ROAD WIDENING
N.T.S.

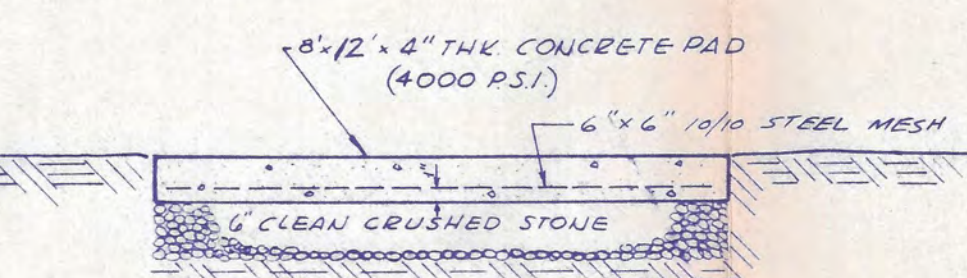


CURB DETAIL
N.T.S.



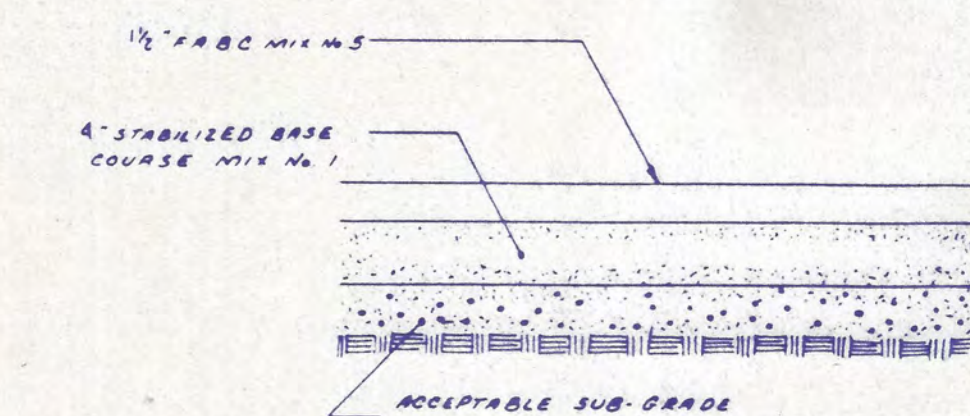
GATE DETAIL
FOR DUMPSTER ENCLOSURE
N.T.S.

* USE PRESSURE TREATED LUMBER, FINISHED WITH NEUTRAL GRAY STAIN TO MATCH BUILDING COLOR SCHEME.

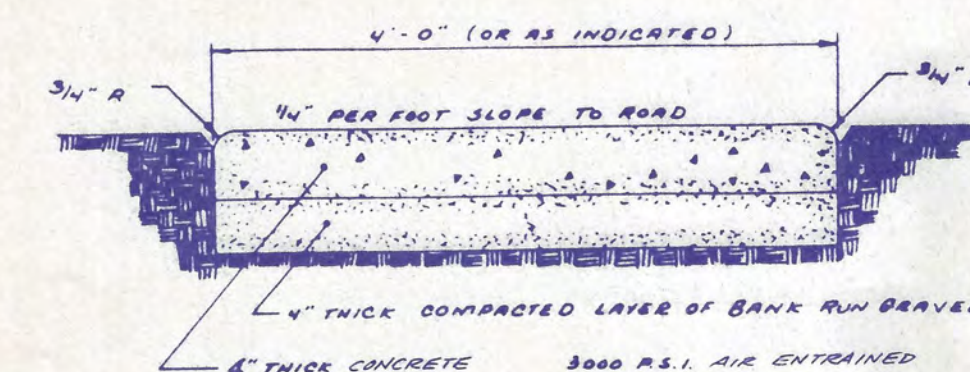


CONCRETE PAD DETAIL
FOR DUMPSTER ENCLOSURE
N.T.S.

NOTE: CONCRETE PAD SHALL BE PITCHED 1/4" FT. TOWARDS PARKING LOT

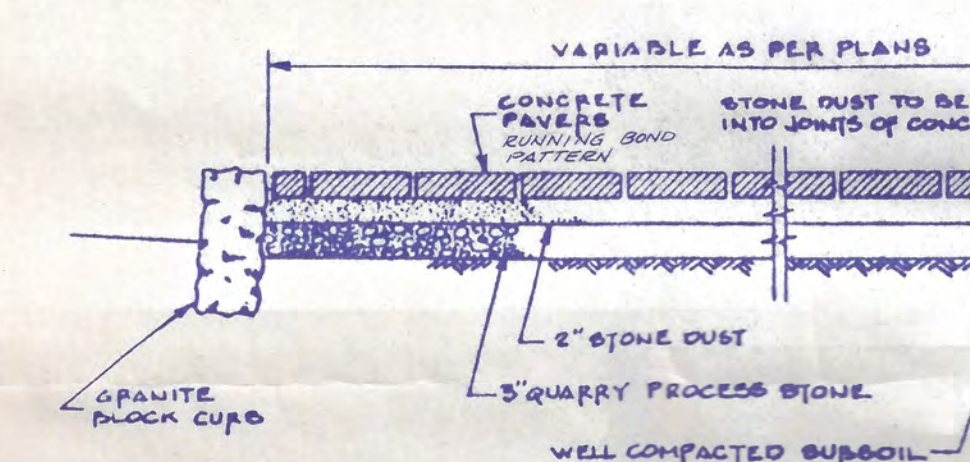


PARKING LOT PAVEMENT DETAIL
FOR LOT 1 ONLY



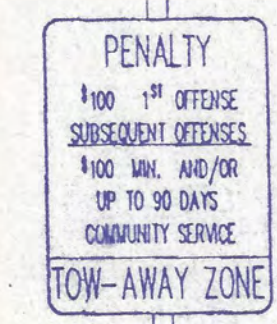
TYPICAL SIDEWALK DETAIL
N.T.S.

* UNLESS BRICK PAVERS ARE SPECIFIED

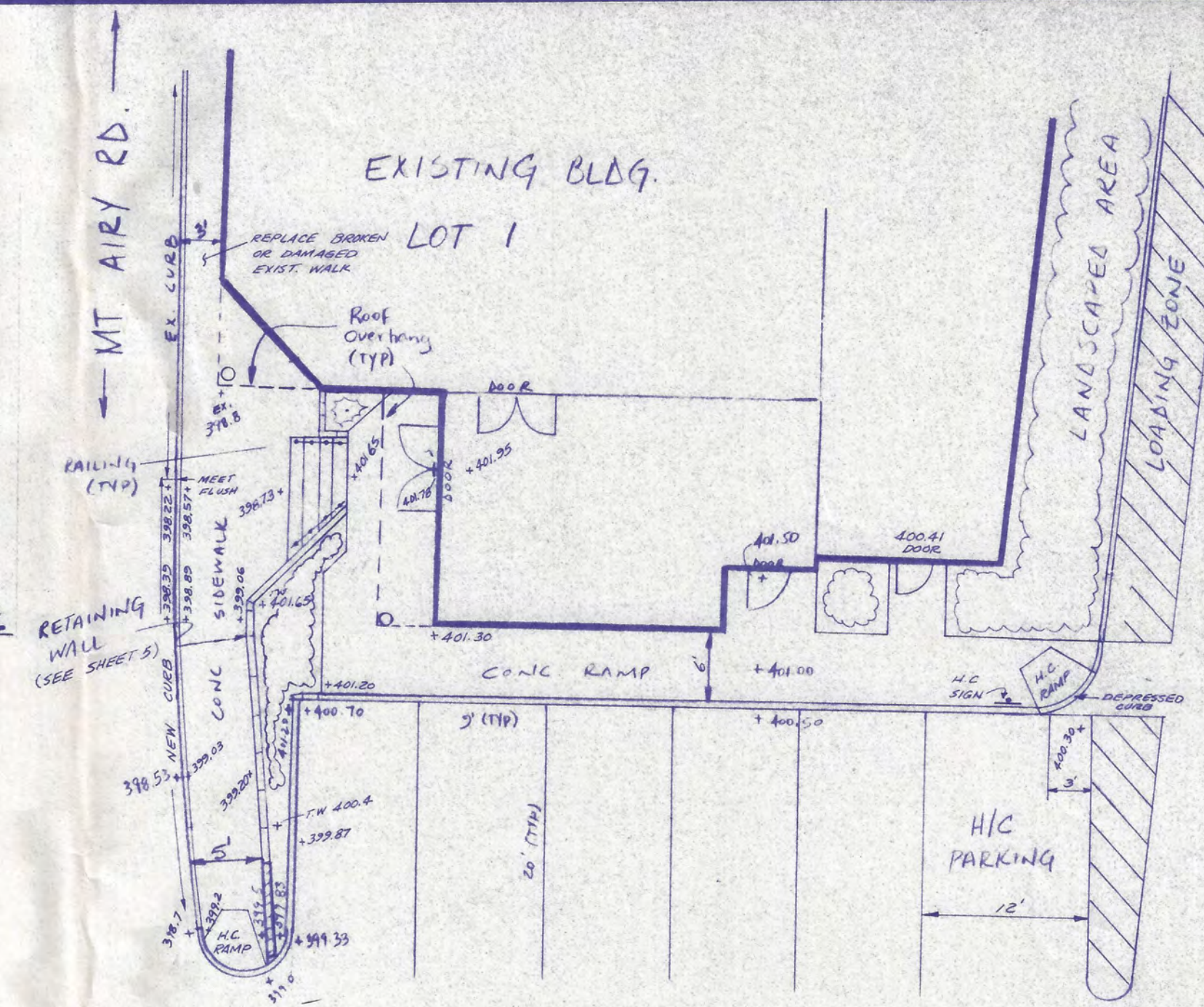


BRICK WALK DETAIL
N.T.S.

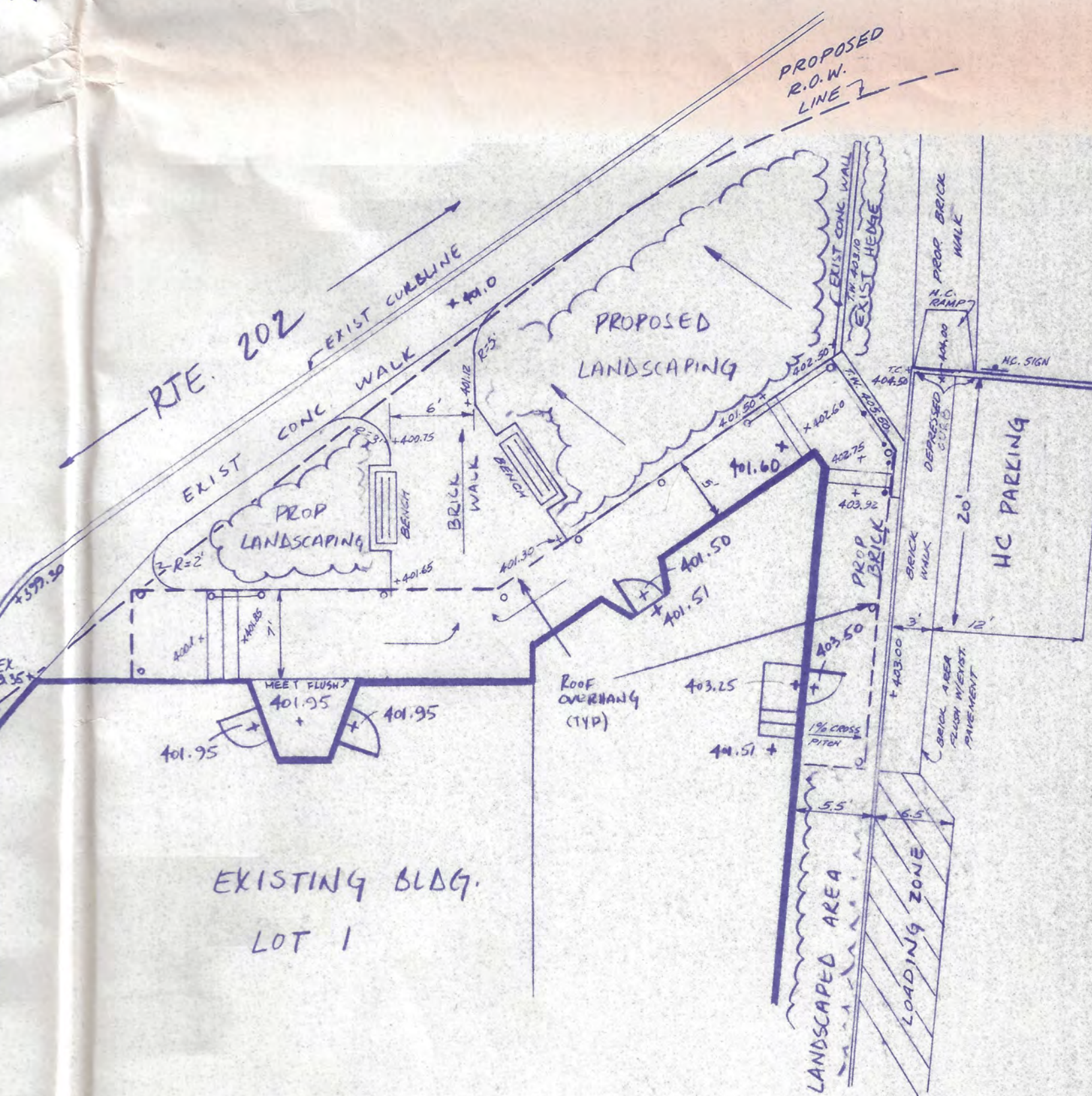
BRICK PAVEMENT SPEC.
HANSBERRY FINEST BRICK - BEDDING IN NATURAL FINISH SIZE 4" x 8" x 2 1/2" AS MANUFACTURED BY: HANSBERRY FINEST-PAVING CO. 2400 BENDER ROAD HANOVER, PA 17331 (TEL. NO. 717-697-0800)



HANDICAPPED PARKING SIGN
N.T.S.



EXISTING BLDG. LOT 1
1" = 10' Rear Entrance Plan



PROPOSED R.O.W. LINE 7
1" = 10' Front Entrance Plan

6	3-12-92	RE-1555
5	2-28-92	RE-1555
4	1-21-92	REV. PER JCD REVIEW
3	12-17-91	REV. PER BORO. ENG. CHARTY P. 80 & N.J. DOT. REVIEWS
2	9-25-91	REV. PER PL. BOARD & ENG. COMMENTS
1	9-19-91	REV. PER PLANNING BOARD COMMENTS
NO.	DATE	REVISION

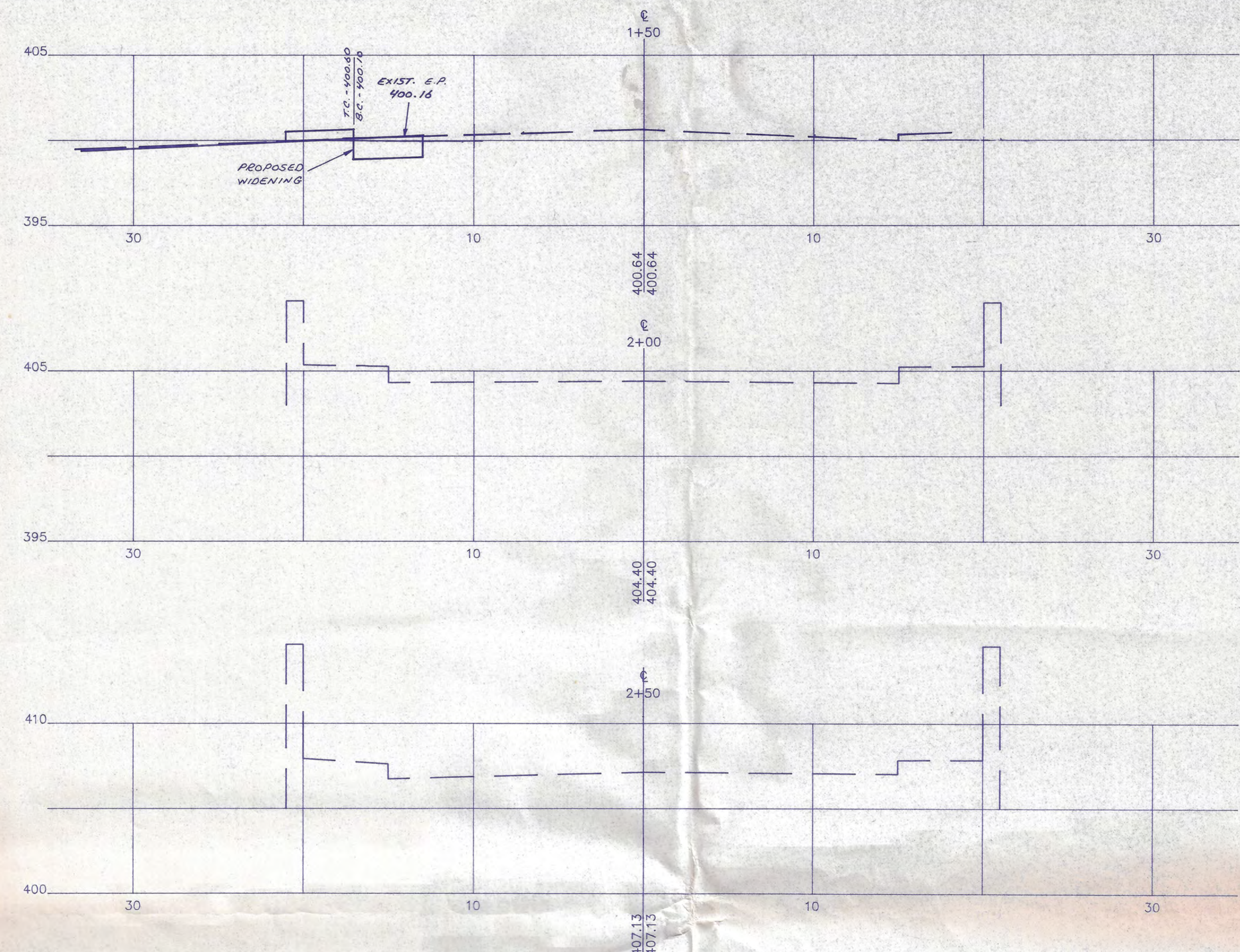
MERVIN J. DICKINSON
N.J. PROFESSIONAL ENGINEER LIC. NO. 28555

DRAWN BY	DATE	WO
M.M.K.	SEPT 6, 1991	23216
CHECKED BY	SCALE	FILE
AS NOTED		D-10
N.J. LIC. LAND SURVEYOR NO.		

CONSTRUCTION DETAILS FOR
PALMER PROPERTIES IMPROVEMENTS
LOTS 1 AND 2 BLOCK 125
BOROUGH OF BERNARDSVILLE, SOMERSET CO.
NEW JERSEY

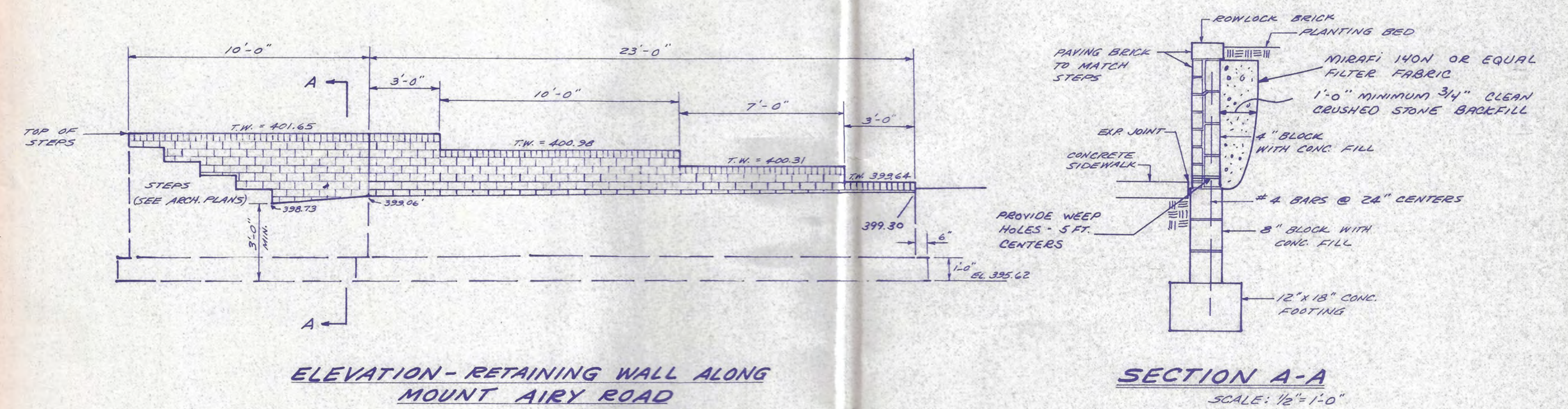
YANNACONE ASSOCIATES, INC.
CIVIL ENGINEERS & SURVEYORS
460 MAIN STREET
P.O. BOX 459
CHESTER, NEW JERSEY 07930
PHONE 208-879-6646

SHEET
4 OF 5
REV 6


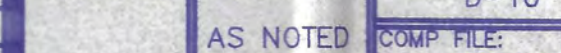



MOUNT AIRY ROAD – CROSS SECTIONS

SCALE: H-1"=5', V-1"=5'



NOTE: PROVIDE TRUSS TIES EVERY OTHER CONCRETE BLOCK COURSE AND MASONRY WALL TIES TO HOLD BRICK VENEER TO CONCRETE BLOCK.

<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>2</td><td>3-12-92</td><td colspan="8">RE-ISSUE</td></tr><tr><td>1</td><td>2-28-92</td><td colspan="8">REV PER COUNTY PL. BD. F. GORD ENGINEER</td></tr><tr><td>NO.</td><td>DATE</td><td colspan="8">REVISION</td></tr></table> <div style="text-align: center; margin-top: 20px;"> MERVIN J. DICKINSON N.J. PROFESSIONAL ENGINEER LIC. NO. 28555</div>																																									2	3-12-92	RE-ISSUE								1	2-28-92	REV PER COUNTY PL. BD. F. GORD ENGINEER								NO.	DATE	REVISION								<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 33%;">DRAWN BY: MJD</td><td style="width: 33%;">DATE: 12-17-91</td><td style="width: 33%;">W.O. 23216</td></tr><tr><td></td><td></td><td>F.B. 560-18</td></tr></table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"><tr><td style="width: 33%;">CHECKED BY:</td><td style="width: 33%;">SCALE:</td><td style="width: 33%;">FILE: D-10</td></tr><tr><td></td><td>AS NOTED</td><td>COMP FILE: XSC32316</td></tr></table> <div style="text-align: center; margin-top: 20px;"> A. EDMOND YANNACCON N.J. LIC. LAND SURVEYOR NO. 13155</div>	DRAWN BY: MJD	DATE: 12-17-91	W.O. 23216			F.B. 560-18	CHECKED BY:	SCALE:	FILE: D-10		AS NOTED	COMP FILE: XSC32316	<div style="text-align: center; font-size: 1.2em; font-weight: bold; margin-bottom: 10px;">SECTIONS, PROFILE, AND DETAILS</div> <div style="text-align: center;">LOTS 1 AND 2 BLOCK 125 BOROUGH OF BERNARDSVILLE SOMERSET COUNTY, NEW JERSEY</div> <div style="text-align: center; margin-top: 20px;"><div style="display: inline-block; vertical-align: middle; text-align: left; margin-left: 10px;">YANNACCON ASSOCIATES, INC. CIVIL ENGINEERS & SURVEYORS 460 MAIN STREET P.O. BOX 450 CHESTER, NEW JERSEY 07930 908-879-6646</div></div> <div style="text-align: right; margin-top: 20px;"><table border="1" style="width: 100px; border-collapse: collapse;"><tr><td style="text-align: center; font-weight: bold;">SHEET</td></tr><tr><td style="text-align: center; font-size: 1.5em; font-weight: bold;">5 of 5</td></tr><tr><td style="text-align: center; font-weight: bold;">REV. 2</td></tr></table></div>	SHEET	5 of 5	REV. 2
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