

BERNARDS TOWNSHIP ENVIRONMENTAL COMMISSION

Regular Meeting of November 28, 2022 - 7 pm

Municipal Building, Warren Craft Room

1 Collyer Lane, Basking Ridge, NJ

Meeting Agenda

- 1. Call to Order**
- 2. Open Public Meeting Statement**
- 3. Flag Salute**
- 4. Roll Call**
- 5. Approval of EC meeting minutes regular – [October 24, 2022](#)**
- 6. Reports and Miscellaneous Correspondence**
 - a. [ETI Letter 11.1.22](#)**
 - b. [ETI Letter 11-14.22](#)**

Discussion

Subcommittee Reports

- i. Applications Review: John Crane (lead) Jim Lamaire, Corey Fischer
- ii. ANJEC email monitoring / important educational webinars: Todd Edelstein (lead), Nancy Cook, Alice Smyk
- iii. Native Pollinator Group: Deb Dewitt (lead), Sarah Wolfson
- iv. Community Outreach / Education: Deb DeWitt (lead), Nancy Cook
- v. Guerilla Gardening: Sarah Wolfson
- vi. Pumpkin Smash -Deb DeWitt

7. Old Business

- a. Status on Current Projects:**

8. New Business

a. Applications

- i. [Fellowship Village, Inc. – PB 22-005 – 33 & 55 Allen Rd](#) – Construction of two-story structure to house staff on Lot 9 (Conditional use, prelim/final site plan.)
- ii. [Priscilla’s Pantry, LLC – ZB 22-027 – 199 Morristown Rd](#) – Amended preliminary / final site plan. Approval, bulk use & far variances for a sign. Installation of a self-contained refrigeration unit.
- iii. [Devaney – ZB 22-029 – 476 Lyons Road](#) – Front yard setback variance for one story addition.
- iv. [Sell – ZB 22-030 – 31 Lyons Road](#) – Impervious coverage variance for an in-ground pool & associated amenities.
- v. [Signature Acquisitions LLC – ZB 22-028 – 150 Allen Rd](#) – Prelim/final site plan, D4-F.A.R., bulk variances to raze existing building & construct two (2) mixed used buildings

9. Comments by Public

10. Comments by Members

11. Adjournment

Ellen Houlihan, Secretary



Please call (908) 204 - 3000 seventy-two (72) hours in advance if accommodations are required, including Assistive listening devices (ALD).



Bernards Township Environmental Commission



BERNARDS TOWNSHIP ENVIRONMENTAL COMMISSION MINUTES – October 24, 2022 – 7pm

CALL TO ORDER

Chairperson Debra DeWitt called the meeting to order at 7:02 pm in the Warren Craft Room, Bernards Township Municipal Building in accordance with the Open Public Meeting Act of 1975.

FLAG SALUTE

All those assembled saluted the flag.

ROLL CALL

Present: Debra DeWitt, Alice Smyk, John Crane, Todd Edelstein (Alternate 1), Corey Fischer, James LaMaire, John Valero Jr., Sarah Wolfson (Alternate 2)

Absent: Jennifer Asay, Nancy Cook

Also Present: Kaitlin Cartoccio, Recording Secretary

APPROVAL OF MEETING MINUTES

Motion to approve the September 26, 2022 minutes made by John Crane seconded by John Valeri Jr. All in favor, motion carried.

REPORTS & MISCELLANEOUS CORRESPONDENCE

a. Subcommittee Reports

- b. Applications** – To be added into comments under Lot Coverage - planting trees for impervious coverage.



Bernards Township Environmental Commission



- c. **ANJEC** – The stormwater webinar from September was discussed, Debra DeWitt attended. Talked about forming a stormwater utility system similar to an open space tax. Residents would be taxed based on their impervious coverage. Funding is available for studies for towns to determine need. There are resources available to implement this system. Many homeowners break the impervious coverage ordinance anyway, this could be a possibility in the future. All about enforcement. Would it really do anything to deter people? Other members questioned about tax issues that could arise and not wanting to be a test subject for other towns. There are no current examples or towns utilizing this in New Jersey. Is there a comparison of Bernard’s requirements vs state? John Crane will put that together.
- d. **Native Pollinator Group** - None
- e. **Community Outreach/Education** - Sarah Wolfson had some extra seedlings which she’s been giving away.
- f. **Guerilla Gardening** – Non.
- g. **Pumpkin Smash** – Pumpkin Smash is scheduled for Saturday, November 5th. The event has been advertised in Friday Folders, in Tap Into and Basking Ridge Patch and other media sources.

OLD BUSINESS

- a. **Status on Current Projects** – None.

NEW BUSINESS

Alice Smyk recused herself at 7:38 pm.

a. Applications

- i. **Light - ZB 22-026 - 13 Victoria Drive** - Variance for exceeding max impervious coverage allowed.

The Environmental Commission notes that there are discrepancies in the application from the Applicant’s Engineering Firm and the Applicant’s Attorney and recommends an effort be made to coordinate the application.

The Commission notes the existing lot coverage exceeds the maximum amount. Increased impervious coverage increases the volume (quantity) of stormwater runoff, which can contribute to local and potentially area wide flooding. Site drainage is a



Bernards Township Environmental Commission



concern with this application, therefore site features to promote the recharge of stormwater from the roof leaders should be evaluated. We suggest the applicant consider implementing a stone recharge area in the space where the driveway is being removed. The New Jersey Department of Environmental Protection Green Infrastructure website is a good reference for “green” stormwater management practices for homeowners.

Motion by John Crane, seconded by John Valeri Jr.

All in favor, motion carried.

Alice Smyk returned at 7:48 pm/

ii. NJ American Water - ZB 22-014 - East Oak St (rear)- Bulk variance - Conditional use variance to install a permanent emergency generator.

The Environmental Commission notes the presence of freshwater wetlands and a surface water body on the subject property. Best management practices to protect these sensitive ecological areas should be implemented during the site work (sediment and erosion controls) and post-construction (organic lawn care, protect and preserve natural soil, vegetation, and grading in buffer zones and within the stream).

The Commission notes that due to the site and surrounding topography storm water best management practices should be given extra consideration during site work and as part of final site grading and restoration. In addition, implementation of best management practices to preserve and protect trees during the site work should be considered.

This property contains a wetlands conservation easement and as such, the Commission would like to see an LOI. In addition, the Commission would like the Board to examine the Riparian Buffer.

Regarding the presence of and proposed development on the existing wetlands, the Commission defers to the NJDEP review of the Freshwater Wetland Individual Permit.

The Commission believes that the impact of this development on the environment would be contradictory to the stream buffer conservation ordinance which limits or prohibits certain activities, including erecting any permanent structure. The stream buffer conservation ordinance was created to better protect the stream buffers and enhance the water quality of the adjacent streams. The regulations provide reasonable controls governing the restoration, conservation, disturbance, and management of existing stream buffers along all perennial (flows continuously) and intermittent (does not always have water in it) streams, lakes, and ponds in the municipality. Therefore, the Commission does not support any intrusion into the stream buffer conservation area

The Commission anticipates that NJDEP will propose new design elevation rules in connection with the Department’s New Jersey Protecting Against Climate Threats (NJ



Bernards Township Environmental Commission



PACT) initiative. Although not regulatorily required as of this date, we recommend that the applicant review anticipated design elevations to ensure the new structure meets the proposed regulations.

The applicant should testify to the noise level of the proposed generator at the maximum decibel rating when operating and take measures to minimize noise. The Commission suggests noise testing post installation to verify the design.

Motion by John Valeri Jr., seconded by Alice Smyk.

All in favor, motion carried.

PUBLIC COMMENT

None

COMMENTS BY MEMBERS

Sarah Wolfson mentioned she was growing plants and can keep giving them away. Additionally, the native plant sale should be continued. Todd Edelstein commented on the impervious coverage mentioned at the beginning of the meeting: where does it stop?

ADJOURNMENT

Meeting was adjourned at 8:30 pm. Motion by John Valeri Jr., second by Corey Fischer. All in favor, motion carried.

Respectfully submitted,
Kaitlin Cartoccio, Meeting Secretary



Bernards Township Environmental Commission

TO: Zoning Board Chairperson and Members

FROM: Deb DeWitt, Chairperson
Bernards Township Environmental Commission

DATE: October 26, 2022

SUBJECT: Applications Review

The Environmental Commission reviewed these applications at their October 24, 2022, meeting and forwards the following comments:

Light – ZB22-026, 13 Victoria Drive

The Environmental Commission notes that there are discrepancies in the application from the Applicant's Engineering Firm and the Applicant's Attorney and recommends an effort be made to coordinate the application.

The Environmental Commission notes the existing lot coverage exceeds the maximum amount. Increased impervious coverage increases the volume (quantity) of stormwater runoff, which can contribute to local and potentially area wide flooding. Site drainage is a concern with this application, therefore site features to promote the recharge of stormwater from the roof leaders should be evaluated. We suggest the applicant consider implementing a stone recharge area in the space where the driveway is being removed. The New Jersey Department of Environmental Protection Green Infrastructure website is a good reference for "green" stormwater management practices for homeowners (<http://www.nju.gov/dep/gi/>)

American Water – ZB22-014, East Oak (rear)

The Environmental Commission notes the presence of freshwater wetlands and a surface water body on the subject property. Best management practices to protect these sensitive ecological areas should be implemented during the site work (sediment and erosion controls) and post-construction (organic lawn care, protect and preserve natural soil, vegetation, and grading in buffer zones and within the stream).

The Environmental Commission notes that due to the site and surrounding topography storm water best management practices should be given extra consideration during site work and as part of final site grading and restoration. In addition, implementation of best management practices to preserve and protect trees during the site work should be considered.

This property contains a wetlands conservation easement and as such, the Environmental Commission would like to see an LOI. In addition, the Commission would like the Board to examine the Riparian Buffer.



Bernards Township Environmental Commission

With regard to the presence of and proposed development on the existing wetlands, the Environmental Commission defers to the NJDEP review of the Freshwater Wetland Individual Permit.

The EC believes that the impact of this development on the environment would be contradictory to the stream buffer conservation ordinance which limits or prohibits certain activities, including erecting any permanent structure. The stream buffer conservation ordinance was created to better protect the stream buffers and enhance the water quality of the adjacent streams. The regulations provide reasonable controls governing the restoration, conservation, disturbance, and management of existing stream buffers along all perennial (flows continuously) and intermittent (does not always have water in it) streams, lakes, and ponds in the municipality. Therefore, the EC does not support any intrusion into the stream buffer conservation area

The Environmental Commission anticipates that NJDEP will propose new design elevation rules in connection with the Department's New Jersey Protecting Against Climate Threats (NJ PACT) initiative. Although not regulatorily required as of this date, we recommend that the applicant review anticipated design elevations to ensure the new structure meets the proposed regulations.

The applicant should testify to the noise level of the proposed generator at the maximum decibel rating when operating and take measures to minimize noise. The EC suggests noise testing post installation to verify the design.

Cc: David Schley, Township Planner
Cyndi Kiefer, Secretary; for distribution to BOA members



**ENVIRONMENTAL
TECHNOLOGY
INC.**

Environmental Consultants



November 1, 2022

SENT VIA CERTIFIED MAIL

To: Property Owner or Interested Party

Re: Application for Freshwater Wetlands
Letter of Interpretation – Line Verification
Applicant: JSM at Basking Ridge, LLC
Subject Property: 477 Martinsville Road
Block 11301, Lot 7
Township of Bernards, Somerset County

Dear Property Owner or Interested Party:

This letter is to provide you with legal notification that an application for a freshwater wetlands Letter of Interpretation – Line Verification will be submitted to the New Jersey Department of Environmental Protection, Division of Land Resource Protection for the property shown on the enclosed plan. A Letter of Interpretation – Line Verification will verify the limits of freshwater wetlands, State open waters and wetland transition areas on the subject property.

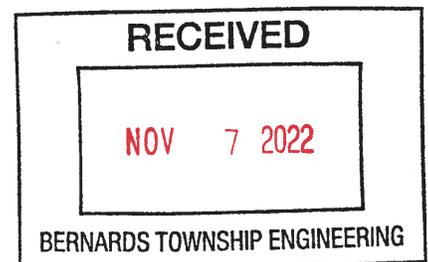
The complete permit application package can be reviewed at the municipal clerk’s office in the municipality in which the site subject to the application is located or by appointment at the Department’s Trenton Office. The Department of Environmental Protection welcomes comments and any information that you may provide concerning the site. Please submit your written comments within 15 calendar days of receiving this letter to:

If By Regular Mail:

New Jersey Department of Environmental Protection
Division of Land Resource Protection
P.O. Box 420, Code 501-02A
Trenton, New Jersey 08625
Attn: Township of Bernards Supervisor

If By Hand Delivery, Courier Service or Overnight Delivery:

New Jersey Department of Environmental Protection
Division of Land Resource Protection
501 East State Street
5 Station Plaza, 2nd Floor
Trenton, New Jersey 08609
Attn: Township of Bernards Supervisor



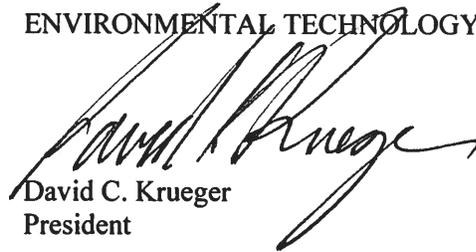
Property Owner or Interested Party
Re: Application for Freshwater Wetlands
Letter of Interpretation – Line Verification
Applicant: JSM at Basking Ridge, LLC
Subject Property: 477 Martinsville Road
Block 11301, Lot 7
Township of Bernards, Somerset County

November 1, 2022

Please send the undersigned a copy of any comments you submit to the New Jersey Department of Environmental Protection. Please feel free to contact our office regarding this letter and its contents.

Very truly,

ENVIRONMENTAL TECHNOLOGY INC.



David C. Krueger
President

DCK 22066

Enclosures: 11" X 17" Wetlands Plan

cc: w/encl: JSM at Basking Ridge, LLC

NJDEP

Twp. of Bernards Clerk, w/complete copy of application; Sent Via CMRRR

Property Owners within 200', and Easement Holders; Sent Via CM

County Planning Board, Sent Via CM

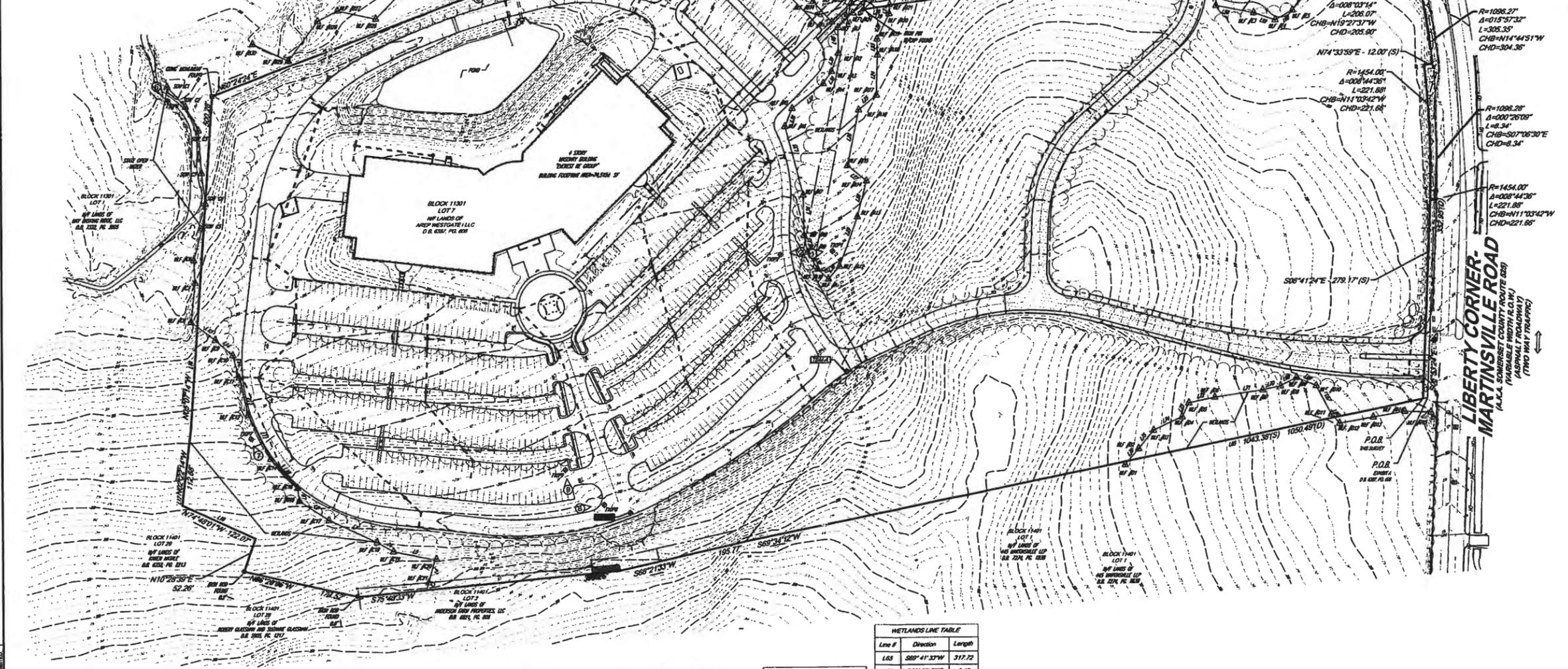
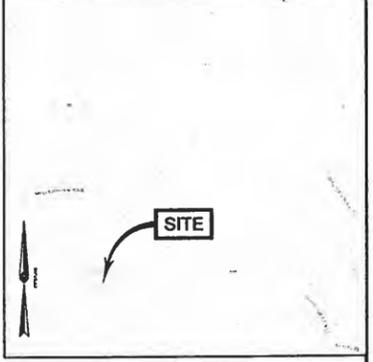
Municipal Planning Board, Sent Via CM

Municipal Construction Official, Sent Via CM

Municipal Environmental Commission, Sent Via CM

LEGEND

	EXISTING CONTOUR		TRAFFIC SIGNAL
	OVERHEAD WIRES		PAINTED HANDCAPPED
	DEPRESSED CURB		PAINTED ARROWS
	HYDRANT		DETECTABLE WARNING PAD
	UNKNOWN VALVE		METAL COVERS
	UNKNOWN MANHOLE		SIGN
	DRAINAGE/SEWER MANHOLE		DOUBLE SIGN
	SANITARY/SEWER MANHOLE		METAL GUIDE RAIL
	CLEAN OUT		FLAG POLE
	CATCH BASINS		EVIDENCE FOUND
	POST		UNKNOWN TERMINUS
	UTILITY POLE		DELINEATION FLAG
	UTILITY POLE/LIGHT POLESOLAR PANEL		PHOTO LOCATION AND DIRECTION
	GUY WIRE		OBSERVATION POINTS
	TRAFFIC SIGNAL POLE		



NOTES:

- PROPERTY KNOWN AS LOT 7, BLOCK 11301, AS SHOWN ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF BERNARDS, SOMERSET COUNTY, NEW JERSEY.
- AREA = 1,511,276 SQUARE FEET OR 34.684 ACRES.
- LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. LOCATIONS AND SIZES ARE BASED ON UTILITY MARK-OUTS, ABOVE GROUND STRUCTURES THAT WERE VISIBLE & ACCESSIBLE IN THE FIELD, AND THE MAPS AS LISTED IN THE REFERENCES AVAILABLE AT THE TIME OF THE SURVEY. AVAILABLE AS-BUILT PLANS AND UTILITY MARK-OUT DOES NOT ENSURE MAPPING OF ALL UNDERGROUND UTILITIES AND STRUCTURES. BEFORE ANY EXCAVATION IS TO BEGIN, ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED AS TO THEIR LOCATION, SIZE AND TYPE BY THE PROPER UTILITY COMPANIES. CONTROL POINT ASSOCIATES, INC. DOES NOT GUARANTEE THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED.
- THIS PLAN IS BASED ON INFORMATION PROVIDED BY CLIENT. A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, COVENANTS AND/OR EASEMENTS THAT MAY BE CONTAINED THEREIN. IT IS STRONGLY RECOMMENDED THAT A COMPLETE TITLE SEARCH BE PROVIDED TO THE SURVEYOR FOR REVIEW PRIOR TO THE PLACEMENT OF OR ALTERATION TO IMPROVEMENTS ON THE PROPERTY.
- THE EXISTENCE OF UNDERGROUND STORAGE TANKS, IF ANY, WAS NOT KNOWN AT THE TIME OF THE FIELD SURVEY.
- ELEVATIONS REFER TO THE NORTH AMERICAN UTILIZING DATUM OF 1988 (NAVD83), BASED ON GPS OBSERVATIONS UTILIZING THE KEYSTONE VRS NETWORK (KEYNETGPS).
TEMPORARY BENCHMARK SET:
TBM-A: MAG NAIL SET IN ASPHALT PAVEMENT, ELEVATION= 344.72
TBM-B: MAG NAIL SET IN ASPHALT PAVEMENT, ELEVATION= 346.89
PRIOR TO CONSTRUCTION IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE BENCHMARKS ILLUSTRATED ON THIS SKETCH HAVE NOT BEEN DISTURBED AND THEIR ELEVATIONS HAVE BEEN CONFIRMED. ANY CONFLICTS MUST BE REPORTED PRIOR TO CONSTRUCTION.
- THE OFFSETS SHOWN ARE NOT TO BE USED FOR THE CONSTRUCTION OF ANY STRUCTURE, FENCE, PERMANENT ADDITION, ETC.
- THE WETLANDS BOUNDARY LIMITS SHOWN ON THIS SURVEY ARE BASED ON WETLANDS FIELD IDENTIFICATION MARKERS PLACED BY ENVIRONMENTAL TECHNOLOGY INC. ON 04-13-2022, AND FIELD LOCATED BY CONTROL POINT ASSOCIATES INC. ON 05-04-2022. AT THE TIME OF THIS MAPPING, SAID WETLAND BOUNDARY LIMITS ARE SUBJECT TO CONFIRMATION BY N.J.D.E.P.

UTILITIES:

THE FOLLOWING COMPANIES WERE NOTIFIED BY NEW JERSEY ONE-CALL SYSTEM (1-800-273-1000) AND REQUESTED TO MARK OUT UNDERGROUND FACILITIES AFFECTING AND SERVICING THIS SITE. THE UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON THE UTILITY COMPANIES RESPONSE TO THIS REQUEST (SERIAL NUMBERS): 220981355

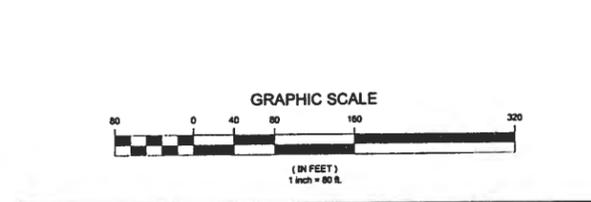
UTILITY COMPANY	PHONE NUMBERS
AT&T CORP	800-222-0000
VERIZON	800-427-8977
CROWN CASTLE	800-482-8900
JERSEY CENTRAL POWER & LIGHT	800-662-3115
CENTURY LINK	888-726-8910
PRISAO ELECTRIC & GAS	800-436-7734
COUNTY OF SOMERSET	908-231-7024
NEW JERSEY AMERICAN WATER	732-291-7332
CABLEVISION OF RARITAN VA	732-548-2400

WETLANDS LINE TABLE

Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L1	N88°12'48"W	177.53	L43	N87°21'12"E	68.50	L26	N02°29'20"E	84.74	L58	N03°04'07"E	260.89
L2	S75°50'53"W	104.23	L44	N02°58'24"W	28.30	L27	N80°32'19"W	38.61	L57	N87°41'28"W	73.14
L3	S08°27'54"W	11.48	L45	N29°30'44"W	52.81	L28	N83°53'07"E	88.48	L56	N88°05'53"W	57.84
L4	S08°27'54"W	34.73	L46	N49°16'38"W	87.42	L29	N107°50'13"E	78.38	L55	N80°44'33"W	34.85
L5	S87°08'40"E	64.33	L47	N51°36'57"W	42.11	L30	N31°44'35"E	25.20	L54	S52°32'41"W	28.93
L6	S83°44'20"E	28.69	L48	S35°33'10"W	40.74	L31	S55°47'59"E	22.07	L53	S28°02'58"W	48.51
L7	S74°02'09"E	79.95	L49	S03°27'54"E	18.98	L32	S40°55'21"E	29.88	L52	S50°44'05"W	67.77
L8	S83°39'57"E	52.73	L50	S85°58'13"E	19.45	L33	S72°21'54"W	41.68	L51	S72°21'54"W	41.68
L9	S17°10'15"E	19.57	L51	S22°47'57"E	33.79	L34	S10°12'01"E	60.49	L50	S57°35'19"W	54.74
L10	S31°40'48"E	59.80	L52	S30°59'38"W	30.08	L35	S24°01'4"E	105.89			
L11	S38°29'25"E	74.24	L53	S02°11'21"W	37.75	L36	S12°54'53"W	29.06			
L12	S22°35'45"E	57.87	L54	N78°52'22"E	42.38	L37	S43°41'39"W	60.79			
L13	S24°33'27"E	35.12	L55	S28°52'02"W	21.85	L38	S28°52'02"W	21.85			
L14	S58°34'18"E	33.04	L56	N82°04'07"E	0.81	L39	S11°08'09"W	29.18			
L15	S82°20'09"E	33.77	L57	L00°57'04"W	41.08	L40	S09°17'52"E	38.35			
L16	N04°59'54"W	155.53	L58	N05°54'57"W	12.44	L41	S34°40'18"W	30.12			
L17	N02°14'54"W	112.69	L59	N17°10'55"E	41.55	L42	S43°31'29"W	22.44			
L18	N74°40'41"W	122.07	L60	N10°15'15"W	22.81						
			L61	N07°20'53"W	59.94						
			L62	N41°55'40"E	35.57						

WETLANDS LINE AND CURVE TABLE

Line #/Curve #	Radius	Direction/Delta	Length	Chord Bearing	Chord Distance
C1	1468.00	9°43'38"	19.07	S23°09'59"E	19.07
L56		N72°04'07"E	260.89		
L57		N87°41'28"W	73.14		
L58		N88°05'53"W	57.84		
L59		N80°44'33"W	34.85		
L60		S52°32'41"W	28.93		
L61		S28°02'58"W	48.51		
L62		S50°44'05"W	67.77		
L63		S72°21'54"W	41.68		
L64		S57°35'19"W	54.74		



THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS.

James D. Sens
NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION SEAL

JAMES D. SENS
NEW JERSEY PROFESSIONAL LAND SURVEYOR #26650432200
NEW JERSEY CERTIFICATE OF AUTHORIZATION #26650432200

DATE: 08-03-2022

WETLANDS PLAN
BLOCK 11301, LOT 7
477 MARTINSVILLE ROAD
BASKING RIDGE, BERNARDS TOWNSHIP
SOMERSET COUNTY, STATE OF NEW JERSEY

FIELD DATE: 05-04-2022
FIELD BOOK NO: 22-12
FIELD BOOK PG: 24
FIELD CREW: B.A.
DRAWN: J.F.
REVIEWED: K.V.G.
APPROVED: J.D.S.
DATE: 08-03-2022
SCALE: 1" = 80'
FILE NO: 01-220116-00
DWG NO: 1 OF 1

CONTROL POINT ASSOCIATES, INC.
30 INDEPENDENCE BOULEVARD, SUITE 100
WARRREN, NJ 07059
908-688-0909 • 908-688-0909 FAX
WWW.CPA-SURVEY.COM



ENVIRONMENTAL
TECHNOLOGY
INC.

Environmental Consultants

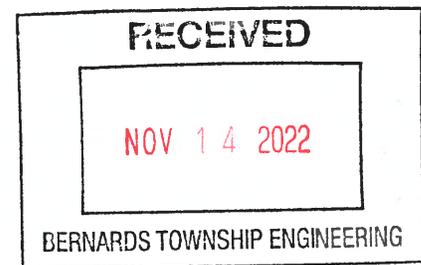


November 8, 2022

SENT VIA CERTIFIED MAIL

To: Property Owner or Interested Party

Re: Applications for Freshwater Wetlands
General Permit 8 – House Additions
Applicant: Allan Klein
Subject Property: 84 Annin Road
Block 4701, Lot 12
Bernards Township, Somerset County



Dear Property Owner or Interested Party:

This letter is to provide you with legal notification that an application for a Freshwater Wetlands General Permit 8- House additions, will be submitted to the New Jersey Department of Environmental Protection, Division of Land Resource Protection for the project shown on the enclosed permit plan. A brief description of the proposed project follows:

The site is currently occupied by a single-family dwelling with associated improvements, a patio, driveway, lawn with scattered cultivars, and two framed storage buildings. The proposed project is the construction of a deck, walkway, and two retaining walls. Additionally, a portion of the existing driveway will be removed as well as a portion of the existing slate patio. A portion of the proposed project will occur within a freshwater wetlands transition area. Authorization for a Freshwater Wetlands General Permit 8- House additions, is required from the New Jersey Department of Environmental Protection, Division of Land Resource Protection. The total proposed disturbance in wetlands transition areas is 438 sq. ft which is well below the 750 sq. ft threshold limit of the permit.

The complete permit application package can be reviewed at the municipal clerk's office in the municipality in which the site subject to the application is located or by appointment at the Department's Trenton Office. The Department of Environmental Protection welcomes comments and any information that you may provide concerning

Property Owner or Interested Party
Re: Applications for Freshwater Wetlands
General Permit 8 – House Additions
Applicant: Allan Klein
Subject Property: 84 Annin Road
Block 4701, Lot 12
Bernards Township, Somerset County

November 8, 2022

the site. Please submit your written comments within 15 calendar days of receiving this letter to:

If By Regular Mail:

New Jersey Department of Environmental Protection
Division of Land Resource Protection
P.O. Box 420, Code 501-02A
Trenton, New Jersey 08625
Attn: Bernards Township Supervisor

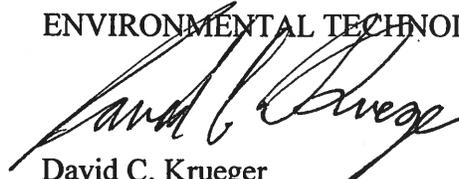
If by Hand Delivery, Courier Service or Overnight Delivery:

New Jersey Department of Environmental Protection
Division of Land Resource Protection
501 East State Street
5 Station Plaza, 2nd Floor
Trenton, New Jersey 08609
Attn: Bernards Township Supervisor

Please send the undersigned a copy of any comments you submit to the New Jersey Department of Environmental Protection. Please feel free to contact our office regarding this letter and its contents.

Very truly,

ENVIRONMENTAL TECHNOLOGY INC.



David C. Krueger
President

22082

Enclosure: 11" X 17" Permit Plan

cc: w/encl: NJDEP

Mr. Allan Klein

Township of Bernards Clerk, w/complete copy of application; Sent Via CMRRR

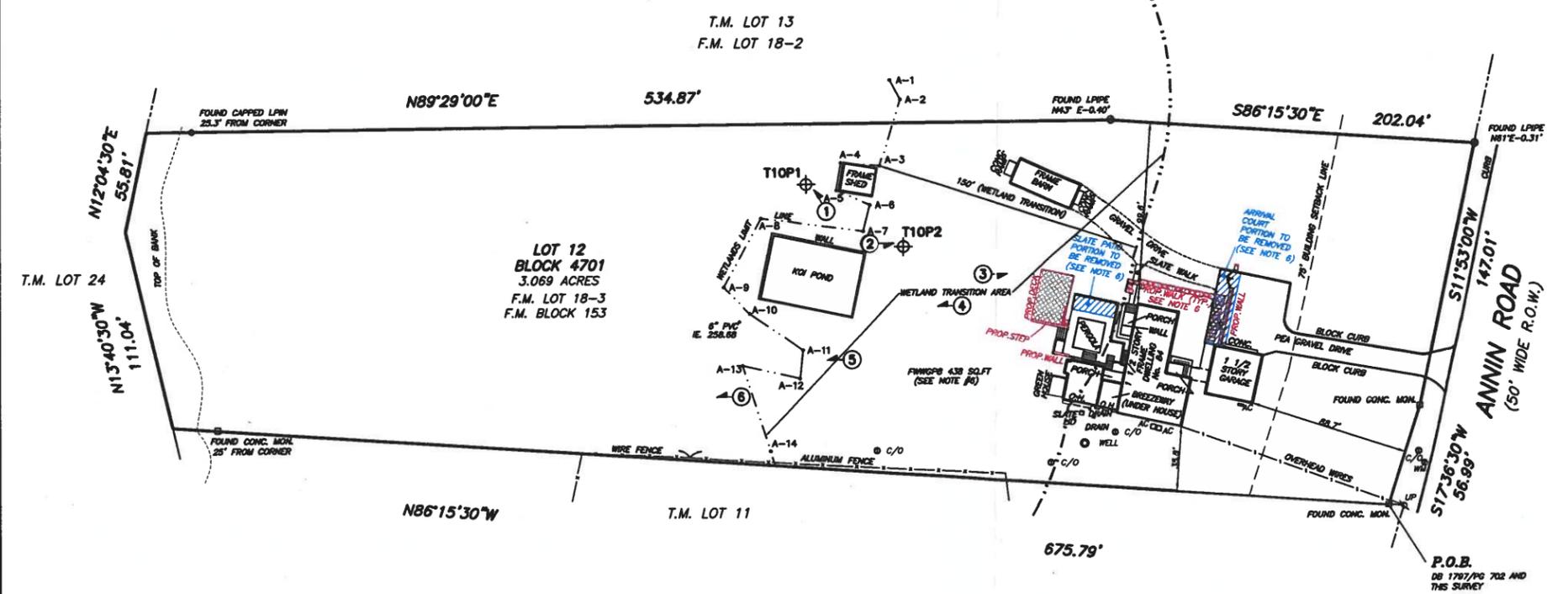
Property Owners Within 200' and Easement Holders; Sent Via CM

County Planning Board; Sent Via CM

Municipal Planning Board; Sent Via CM

Municipal Construction Official; Sent Via CM

Municipal Environmental Commission; Sent Via CM



DEED DESCRIPTION:
 BEING KNOWN AND DESIGNATED AS LOT 18-3 IN BLOCK 153 AS SHOWN ON MAP ENTITLED "FINAL MAP SUBDIVISION OF PROPERTY OF LOUIS AIELLO, BERNARDS TOWNSHIP, SOMERSET COUNTY, NEW JERSEY", DATED JULY 1964, REVISED SEPTEMBER 1964 AND FILED IN THE SOMERSET COUNTY CLERK'S OFFICE AS MAP No. 1012.

- PROPOSED COVERAGE WITHIN WETLANDS TRANSITION AREA**
- PROPOSED COVERAGE TO BE ADDED
 - DECK & STEP 390 S.F.
 - STONE WALL 4 S.F.
 - 398 S.F. (SEE NOTE #6)
 - COVERAGE TO BE REMOVED
 - SLATE PATIO 309.75 S.F. (SEE NOTE #6)
 - TOTAL PROPOSED COVERAGE INCREASE**
 - 88.25 S.F. (SEE NOTE #6)
- PROPOSED LEGEND**
- PROPOSED COVERAGE (SEE NOTE #6)
 - COVERAGE TO BE REMOVED (SEE NOTE #6)
- WETLANDS LEGEND**
- T1OP1 TRANSECT WITH OBSERVATION POINTS
 - PHOTOGRAPH LOCATION AND DIRECTION
 - FRESHWATER WETLANDS LINE
 - FRESHWATER WETLANDS TRANSITION LINE
 - FRESHWATER WETLANDS FLAG

- NOTES:**
1. THIS SURVEY IS VALID ONLY WHEN EMBOSSED SEAL IS AFFIXED HERETO.
 2. THE CERTIFICATION SHOWN HEREON IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 3. THIS SURVEY IS SUBJECT TO SUCH FACTS AS AN ACCURATE TITLE SEARCH MAY DISCLOSE.
 4. THIS SURVEY MAY NOT REFLECT EASEMENTS THAT ARE NOT OF THE PUBLIC RECORD, OR UNDERGROUND STRUCTURES SUCH AS BURIED PIPES, UTILITY LINES, TANKS, ETC.
 5. A WRITTEN WAIVER AND DIRECTION NOT TO SET CORNER MARKERS HAS BEEN OBTAINED FROM THE ULTIMATE USER PURSUANT TO N.J.A.C. 13:40-5.1(d).
 6. PROPOSED IMPROVEMENTS AND LOT COVERAGE SHOWN HEREON ARE PER A DESIGN PREPARED BY ALLEN KLEIN & ASSOCIATES PA.

I HEREBY CERTIFY:
 TO THE FOLLOWING PARTIES THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF NEW JERSEY AND THAT THIS PLAN IS BASED UPON AN ACTUAL FIELD SURVEY PERFORMED UNDER MY IMMEDIATE SUPERVISION. I FURTHER DECLARE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAN IS A CORRECT AND ACCURATE REPRESENTATION OF CONDITIONS EXISTING AS OF THE DATE HEREON.

YANNACONE, WILLA & ALDRICH, LLC
 Civil Engineers & Land Surveyors
 460 MAIN STREET, P.O. BOX 459
 CHESTER, NEW JERSEY 07930
 PHONE: 908-879-6646
 FAX: 908-879-8591
 N.J. STATE BOARD FOR P.E. & P.L.S. CERTIFICATE OF AUTHORIZATION No. 24GA27934500

SURVEY OF
 LOT 12 ~ BLOCK 4701
 TOWNSHIP OF BERNARDS
 SOMERSET COUNTY, NEW JERSEY

RYAN L. SMITH
 NEW JERSEY LICENSED PROFESSIONAL ENGINEER AND LAND SURVEYOR No. 42575
 DATE: 11/01/22

DATE: 06/07/2022	SCALE: 1" = 50'	F.B.: 777/43
DRAWN BY: JZ/JPW	CHECKED BY: CJA	W.O.: 222047

**TOWNSHIP OF BERNARDS
PLANNING BOARD
APPLICATION STATUS FORM**

Application No: PB22-005 Block: 9301 9401 Lot: 33 9 Zone: R-2

Applicant: FELLOWSHIP VILLAGE INC.

Address of Property: 33 + 55 ALLEN RD

Description: CONSTRUCTION OF TWO-STORY STRUCTURE
TO HOUSE STAFF ON LOT 9. (CONDITIONAL USE,
PRELIM/FINAL SITE PLAN)

APPLICATION CHECKLIST

- | | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | Original + 3 copies of Application | <input checked="" type="checkbox"/> | Contributions Form (H) |
| <input type="checkbox"/> | Remaining 17 copies of Application | <input checked="" type="checkbox"/> | Engineering Plan/Plot Plan |
| <input checked="" type="checkbox"/> | W-9 | <input checked="" type="checkbox"/> | Architectural Plan |
| <input checked="" type="checkbox"/> | Site Inspection Form (A) | <input checked="" type="checkbox"/> | Survey |
| <input checked="" type="checkbox"/> | Ownership Form (B) | <input type="checkbox"/> | Wetlands Report/LOI |
| <input checked="" type="checkbox"/> | Property Owners List (C) <u>(2)</u> | <input checked="" type="checkbox"/> | Application Fee |
| <input checked="" type="checkbox"/> | Tax Certification (D) <u>(2)</u> | <input checked="" type="checkbox"/> | Escrow Deposit |
| <input type="checkbox"/> | Public Notice (E) | <input type="checkbox"/> | Imaging Fee |
| <input checked="" type="checkbox"/> | Outside Agencies Form (F) | <input type="checkbox"/> | Tax Map Revision Fee |
| <input checked="" type="checkbox"/> | Tree Removal Form (G) | <input checked="" type="checkbox"/> | Checklist |

SCHEDULING

10.14.22 Original Submission Date
11.28.22 Completeness Deadline (45 days)
 _____ Incomplete Date
 _____ Resubmission Date
 _____ Date Complete
 _____ Time to Act (45/95/120 days)

HEARING

_____ Notice to Property Owners
 _____ Date of Publication
 _____ Completeness Hearing
11.17.22 Public Hearing
 _____ Carried to Date
 _____ Decision - Approved/Denied
 _____ Resolution Memorialized
 _____ Resolution Published

DISTRIBUTION

10.17.22 Environmental Commission
 _____ Fire Official
 _____ LCFAS
 _____ Police

NOTES



Jennifer Phillips Smith
Director

Gibbons P.C.
141 West Front Street
Suite 240
Red Bank, New Jersey 07701
Direct: 732-704-5818 Fax: 732-865-7248
jsmith@gibbonslaw.com

October 12, 2022

VIA FEDEX OVERNIGHT DELIVERY

Township of Bernards Planning Board
Attn: Cyndi Kiefer, Board Secretary
Municipal Building
277 South Maple Avenue
Basking Ridge, New Jersey 07920

Re: Fellowship Village, Inc. (“Applicant”) (f/k/a Fellowship Senior Living, Inc.)
Application for Preliminary and Final Site Plan and Conditional Use Approval
(“Application”)
Block 9301, Lot 33 and Block 9401, Lot 9

Dear Ms. Kiefer:

This office represents Fellowship Village, Inc. (f/n/a Fellowship Senior Living, Inc.), the owner of certain property located at 8000 Fellowship Road and known on the tax maps of the Township of Bernards as Block 9301, Lot 33 and Block 9401, Lot 9 (the “Property”). The Property is located within the R-2 residential zoning district.

Applicant seeks preliminary and final major site plan and conditional use approval from the Township of Bernards Planning Board to make certain improvements to the Fellowship Village campus in order to construct a new, two-story structure with a total floor area of 3,402 square feet to serve as a staff residence building. The structure will also feature a 180 square foot deck. A driveway and sidewalk for vehicle and pedestrian access from Fellowship Road are also proposed along with eight (8) parking spaces, one ADA parking stall and one loading space.

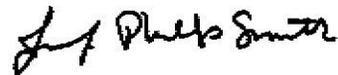
Enclosed please find four (4) sets of the following items:

- Two Checks payable to Bernards Township in the amounts of \$2,525.99 (Application Fee) and \$6,439.10 (Escrow Deposit);
- Township of Bernards Planning Board Application, including a Form W-9 and preliminary checklist and final checklist, to which the following Exhibits are attached:
 - o **Exhibit A:** Project Description;
 - o **Exhibit B:** Statement of Ownership;
 - o **Exhibit C:** 200’ Property Owners’ List;
 - o **Exhibit D:** Certification as to Paid Taxes;
 - o **Exhibit E:** Site Inspection Consent;
 - o **Exhibit F:** List of Other Required Approvals;

- **Exhibit G:** Tree Removal Permit;
 - **Exhibit H:** Contribution Disclosure Statements;
 - **Exhibit I:** Calculation of Fees and Escrow;
 - **Exhibit J:** List of Professionals;
 - **Exhibit K:** Prior Resolutions;
 - **Exhibit L:** Deed, Deed Restrictions and Easements;
 - **Exhibit M:** Applicant's Certificate of Authority, dated September 13, 1993;
 - **Exhibit N:** Letter from NJ Department of Community Affairs, dated November 13, 2020; and
 - **Exhibit O:** Applicant's Lifecare Retirement Community Disclosure Statement (without exhibits);
- Drainage Statement, prepared by Daniel J. Dougherty, P.E., P.P., Dynamic Engineering Consultants PC, dated September 2022;
 - Boundary & Topographic Survey, prepared by Kenny L. Kennon, P.L.S., Kennon Surveying Services, dated December 16, 2021;
 - Floor Plans and Elevations (Sheet SP1.1), prepared by David S. Fowles, AIA, KDA Architects, dated August 3, 2022; and
 - Preliminary and Final Site Plan for Fellowship Senior Living Proposed Staff Residences, prepared by Daniel J. Dougherty, P.E., P.P., Dynamic Engineering Consultants PC, dated September 10, 2022.

If you or the Planning Board should require anything further in order to deem this application complete, please do not hesitate to contact me.

Sincerely,



Jennifer Phillips Smith
Director

cc: Brian Lawrence (via e-mail)
Bill Schramm (via e-mail)
Daniel J. Dougherty (via e-mail)

**TOWNSHIP OF BERNARDS
2022 PLANNING BOARD APPLICATION**

- | | |
|--|---|
| <input type="checkbox"/> Minor Subdivision | <input checked="" type="checkbox"/> Site Plan - Preliminary |
| <input type="checkbox"/> Major Subdivision - Preliminary | <input checked="" type="checkbox"/> Site Plan - Final |
| <input type="checkbox"/> Major Subdivision - Final | <input type="checkbox"/> Informal Review |
| <input checked="" type="checkbox"/> Conditional Use | <input type="checkbox"/> Other (specify): _____ |

1. APPLICANT: Fellowship Village, Inc. (f/k/a Fellowship Senior Living, Inc.)

Address: 8000 Fellowship Road, Basking Ridge, New Jersey, 07920

Phone: (home) - (work) 908-580-3805 (mobile) -

Email (will be used for official notifications): blawrence@fellowshipsl.org; cblack@fellowshipsl.org; kmills@fellowshipsl.org

2. OWNER (if different from applicant): same

Address: -

Phone: - Email (will be used for official notifications): -

3. ATTORNEY: Gibbons P.C.-Jennifer Phillips Smith, Esq.

Address: 141 West Front Street, Suite 240, Red Bank, New Jersey 07701

Phone: 732-704-5818 Email (will be used for official notifications): jsmith@gibbonslaw.com

4. OTHER PROFESSIONALS (Engineer, Architect, etc. Attach additional sheet if necessary):

Name: SEE ATTACHED LIST OF PROJECT PROFESSIONALS Profession: _____

Address: _____

Phone: _____ Email (will be used for official notifications): _____

5. PROPERTY INFORMATION: Block(s): 9301; 9401 Lot(s): 33; 9 Zone: R-2

Street Address: 33 Allen Road & 55 Allen Road Total Area (square feet/acres): 75.441 acres

6. ARE THERE ANY PENDING OR PRIOR PLANNING BOARD OR BOARD OF ADJUSTMENT APPLICATIONS INVOLVING THE PROPERTY? No Yes (if yes, explain or attach Board resolution) 9/20/22: PB13-006A – Modification of Condition (theater hours); 4/5/22:PB20-005A-Modification

(Extension of Time); 6/8/21:PB20-005-Preliminary & Final Major Site Plan; 10/18/16: #Conditional Use and Preliminary and Final Major SP

7. ARE THERE CURRENTLY ANY VIOLATIONS OF THE ZONING ORDINANCE INVOLVING THE PROPERTY? No Yes (if yes, explain) _____

8. ARE THERE ANY DEED RESTRICTIONS OR EASEMENTS AFFECTING THE PROPERTY?

No Yes (if yes, explain and attach copy) See List of Deed Restrictions and Easements enclosed.

9. DESCRIPTION OF THE EXISTING PROPERTY AND THE PROPOSAL/REQUEST: _____

See Attached Project Description.

10. DESCRIPTION OF REQUESTED VARIANCES OR EXCEPTIONS (include Ordinance section no.):

See Attached Project Description.

11. THE FOLLOWING ARGUMENTS ARE MADE IN SUPPORT OF THE APPLICATION: _____

See Attached Project Description.

12. NOTARIZED SIGNATURES (ALL APPLICANTS AND OWNERS MUST SIGN):

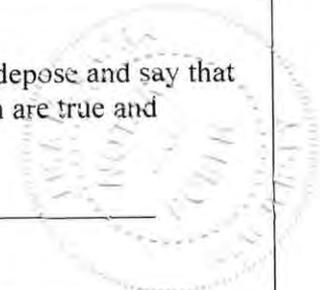
APPLICANT(S) SIGN HERE:

I/we, Brian G. Lawrence (President & CEO) and _____ hereby depose and say that all of the above statements and the statements contained in the materials submitted herewith are true and correct.

Signature of Applicant(s): Brian Lawrence and _____

Sworn and subscribed before me, this 25 day of August, 2022.

Lisa M Capra
Notary



LISA M. CAPRA
NOTARY PUBLIC OF NEW JERSEY
Commission # 50097718
My Commission Expires 1/25/2024

OWNER(S) SIGN HERE (IF APPLICANT IS NOT THE OWNER):

If the application is made by a person or entity other than the property owner, or by less than all of the property owners, then the property owner or the additional owners must complete the following:

I/we, _____ the owner(s) of the property described in this application,

hereby authorize _____ to act as my/our agent for purposes of making and prosecuting this application and I/we hereby consent to the variance relief (if any) granted and all conditions of approval thereof.

Signature of owner(s): _____

Sworn and subscribed before me, this _____ day of _____, 20__.

Notary

APPENDIX B, ARTICLE III

Checklist

Application for Preliminary Approval of a Major Subdivision or Site Plan (See Article VII for Details)

Important: Each item must be marked Submitted, Not Applicable or Waiver Requested

No.	Item	Submitted	Not Applicable	Waiver Requested
1	A completed application form and checklist(s). If the application involves a wireless telecommunications tower and/or antennas, all items listed on the Wireless Telecommunications Facilities Checklist must be also be submitted.	X		
2	A certificate from the tax collector indicating that taxes are paid.	X		
3	All required application and escrow deposit fees.	X		
4	Names and addresses of property owners within 200' of the subject property, as disclosed by current tax records and identified by block & lot numbers.	X		
5	Title block indicating:	X		
	a. Name of development and street location.	X		
	b. Name and address of applicant, owner and authorized agent, if any.	X		
	c. Name and address of professional(s) preparing plans including signature, date, license number and seal.	X		
	d. Tax map block and lot numbers.	X		
	e. Date of plan preparation and revision box with date of each revision.	X		
	f. Development application number.	X		
	g. Written and graphic scale.	X		
6	Signature of applicant and, if applicant is not owner, signed consent of the owner.	X		
7	Name and address of the attorney representing parties, if any, and the name of each client represented.	X		
8	Signature blocks as required by the Map Filing Law.	X		
9	North arrow giving reference meridian.	X		
10	Copies of any protective covenants or deed restrictions applying to the subject property, including a statement as to whether such covenants or deeds are of record. A copy or abstract of the deed or deeds or other instruments by which title is derived with the names of all owners must also be provided.	X		
11	A key map showing the entire tract and its relation to the surrounding areas, including all roads, zone boundaries and municipal boundaries within one-half (1/2) mile of the subject property at a scale of one (1) inch equals not more than two thousand (2,000) feet.	X		
12	A zoning schedule indicating the zone(s) within which the property is located and required, existing & proposed conditions relative to lot area, width, frontage, yard setbacks, lot coverage, height, floor area, floor area ratio, density, open space, parking, loading, signs, etc.	X		
13	A list of required and obtained regulatory approvals and permits.	X		
14	A list of requested variances and exceptions.	X		
15	The location and dimensions of existing & proposed property lines, existing streets, streets shown on the Township's official map or master plan, structures (indicating the use of each structure and whether existing structures will remain or be removed), building setbacks, rights-of-way, easements, parking & loading areas, driveways, railroads, bridges, culverts, drain pipes, gas transmission lines, overhead utilities, historic sites/structures, wooded areas, watercourses, flood plains, wetlands or other environmentally sensitive areas on and within 200' of the subject property.	X		
16	A wetlands delineation or wetlands absence determination prepared by a qualified consultant and verified by a letter of interpretation from the New Jersey Department of Environmental Protection, if required pursuant to § 21-14.1.a.		X	

No.	Item	Submitted	Not Applicable	Waiver Requested
17	Plans & profiles of proposed utility layouts, including water supply, sewage disposal, stormwater drainage, gas, telephone and electricity, showing feasible connections to existing or proposed systems. Plans for individual on-site water supply and/or sewage disposal systems shall be accompanied by the necessary local, county and/or state agency approvals. If service will be provided by an existing utility company, a letter from that company stating that service will be available before occupancy is required.	X		
18	The locations of percolation tests on each existing/proposed lot and a copy of the written approval of the tests and locations from the Bernards Township Health Department, if sewage disposal is to be handled by individual septic system(s). For each lot, the applicant shall submit test locations and written approvals from the Health Department for both a primary and secondary septic disposal field. The applicant must show on the development plan the locations and dimensions of both septic disposal fields.		X	
19	All means of vehicular and pedestrian access to the site from public streets, including locations and dimensions of driveways and curbcuts and any traffic signs, signals, channelization, acceleration and deceleration lanes or other traffic control devices.	X		
20	Site identification sign and street sign locations and details.	X		
21	Existing & proposed topographic contour intervals based on U.S.C. & G.S. datum on and within 200' of the subject property as follows: - up to 3% grade = 1' intervals - over 3% grade = 2' intervals	X		
22	A steep slope map in accordance with § 21-14.2.b, if the property contains any existing slopes of 15% or greater.	X		
23	Spot and finished elevations at all property corners.		X	
24	A landscaping plan showing shade trees, screening, buffering, existing vegetation and limits of clearing, a planting schedule, details of plantings, landscape treatments and other amenities, etc. (see § 21-54.4 for detailed requirements).	X		
25	A tree identification plan and an application for tree removal permit including the following (see § 21-45.3 for detailed requirements):	X		
	a. Location of existing tree canopy and labeling of the canopy areas to be removed and to be preserved.	X		
	b. Location of individual trees with a DBH equal to or greater than six inches identified by size and species within the limit of disturbance and 30 feet beyond the limit of disturbance, labeled to be removed or to be preserved.	X		
	c. Location of individual trees with a DBH equal to or greater than ten inches identified by size and species within the property boundaries, labeled to be removed or to be preserved.	X		
	d. Tree protection details.	X		
e. A list of all trees to be removed and, if replacement trees are required, a schedule in accordance with the table in § 21-45.1 indicating the number of replacement trees required and the number of replacement trees proposed.	X			
26	A lighting plan in accordance with Section 21-41, including the location, type, height, graphic details and specifications of all existing & proposed lighting. The plan shall show the proposed illumination in footcandle values throughout the site and shall identify the average maintained horizontal illumination in vehicular areas and in sidewalk areas.	X		
27	A soil erosion and sediment control plan, if required pursuant to Section 21-27.	X		
28	A solid waste management plan and a recycling plan, including locations and details of outdoor refuse and recycling storage areas and means of screening, in accordance with Sections 21-40 and 21-40A.	X		

No.	Item	Submitted	Not Applicable	Waiver Requested
29	Plans and profiles of proposed driveways.			X
30	Plans, typical cross-sections, centerline profiles, tentative grades, curb radii and details of all streets on the site or off the site which are proposed to be improved, including curbing, sidewalks and drainage structures.		X	
31	Construction details in accordance with Township standards.	X		
32	Existing & proposed easements or land reserved for or dedicated to public use, utility use or for the common use of property owners in the development, including a statement of the limits and purpose of the easement rights or dedicated land.			
33	Existing & proposed sight triangles.		X	
34	Development staging plans.		X	
35	Existing & proposed block and lot numbers.		X	
36	The area in square feet and to the nearest tenth of an acre of all existing and proposed lots.	X		
37	A sketch of the proposed or possible layout or disposition of remaining lands, if any.		X	
38	General soil information including soil logs.		X	
39	Source and date of the current property survey and a copy of the survey showing all existing tract boundary or lot lines with lengths of courses to hundredths of a foot and bearings to half minutes, the error of closure not to exceed one (1) to ten thousand (10,000). The tract boundary or lot lines shall be clearly delineated. All bearings shall be in the New Jersey Plane Coordinate System, with coordinates shown on at least three (3) corners.	X		
40	Appropriate certification blocks as required by the Map Filing Law		X	
41	Monumentation as specified by the Map Filing Law.		X	
42	Metes and bounds description showing dimensions, bearings, curve data, length of tangents, radii, arcs, chords and central angles for all centerlines and rights-of-way and centerline curves on streets.		X	
43	Plans and computations for any storm drainage systems, including locations, details and specifications of all storm sewer lines, catch basins, inlets, manholes, culverts, headwalls, dry wells, ground water recharge basins, detention basins, etc. and existing and proposed drainage area maps.		X	
44	When a stream is proposed for alteration, improvement or relocation or when a drainage structure or fill is proposed over, under, in or along a running stream, intermittent stream, swale or drainageway, evidence of approval or of the request for approval, required modifications or lack of jurisdiction over the improvement by the New Jersey Department of Environmental Protection shall accompany the application (see § 21-54.4 for additional required details).		X	
45	When ditches, streams or watercourses are to be altered, improved or relocated, the method of stabilizing slopes and measures to control erosion and siltation, as well as typical ditch sections and profiles, shall be shown.		X	
46	For a site plan, preliminary elevations and plans of all buildings and structures, showing windows, doors, architectural treatment, roof treatment, roof appurtenances and screening, floor elevations and proposed methods of energy conservation and the locations, dimension and legend(s) of all proposed signs. For a subdivision, the approximate basement and first floor elevation for each house.	X		
47	A list of names and addresses of all stockholders or individual partners owning at least 10% of its stock of any class or at least 10% of the interest in the partnership, as the case may be.	X		

No.	Item	Submitted	Not Applicable	Waiver Requested
48	<p>A Project Report, which may be submitted separately or as part of the Environmental Impact Assessment, including the following (see § 21-54.6 for details). Where individual maps or exhibits are submitted separately to satisfy other checklist requirements, they may be referenced in the Project Report.</p> <p>a. Project Description and Statistics Report.</p> <p>b. Land Classification Map and Report.</p> <p>c. Natural Features Report.</p> <p>d. Open Space Plan and Report.</p> <p>e. Land Coverage and Drainage Plan and Report.</p> <p>f. Soil Erosion and Sedimentation Control Plan and Report.</p> <p>g. Sewer and Water Plan and Report.</p> <p>h. Circulation Plan and Traffic Report.</p> <p>i. Utilities Plan and Report.</p> <p>j. Development Schedule Plan.</p> <p>k. Variances and Exceptions Report.</p> <p>l. Easements and Covenants Report.</p>			X
49	<p>An Environmental Impact Assessment, including the following (see § 21-54.6.m for details).</p> <p>a. Plan and description of the development plan.</p> <p>b. Inventory of existing natural resources.</p> <p>c. Assessment of environmental impacts.</p> <p>d. Unavoidable adverse environmental impacts.</p> <p>e. Steps to minimize environmental damage.</p> <p>f. Alternatives.</p> <p>g. Details and matters to be evaluated:</p> <p>(1) Sewerage facilities.</p> <p>(2) Water supply.</p> <p>(3) Storm water.</p> <p>(4) Stream encroachments.</p> <p>(5) Floodplains.</p> <p>(6) Solid waste disposal.</p> <p>(7) Air pollution.</p> <p>(8) Traffic.</p> <p>(9) Social/economic factors.</p> <p>(10) Aesthetics.</p> <p>(11) Licenses, permits, etc.</p> <p>(12) A copy of the development plan and application form.</p>			X
50	Delineations of existing and proposed stream buffer conservation areas and stream buffer management plans, if required pursuant to Section 21-14.4.b.		X	
51	Contribution Disclosure Statement, if required pursuant to Section 21-7A.	X		
52	A plan showing all the details required in the procedures of Table 401-A, entitled Maximum Permitted Lot Yield & Minimum Improvable Lot Area Standards, Residential Development, R-1 Through R-7 Zones.		X	
53	For each proposed dwelling, cross sections shall be provided from the center of the road to the rear of the house in existing and proposed conditions; cross sections shall be provided perpendicular to the road through the center of the dwelling to a point 50' to the rear of the dwelling; the cross section shall be provided at a scale of 1" = 10' horizontal and 1" = 10' vertical.		X	
54	A fire service plan, showing on a separate plan sheet(s) information relating to fire safety and emergency response, including: existing and proposed water lines, fire department connections, hydrants and cisterns; widths and turning radii of streets, driveways, parking aisles, emergency access roads and fire lanes; public building entrances; parking spaces; and stormwater drainage basins.			X

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Fellowship Village, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **501 (c)(3) Not-For-Profit Corporation**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8000 Fellowship Road

6 City, state, and ZIP code
Basking Ridge, NJ 07920

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	2		3	1	4	6	7	2	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Mark Maggell* Date ▶ *1/27/2022*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

EXHIBIT A



**Fellowship Village, Inc.
(f/k/a Fellowship Senior Living, Inc.)
Block 9301, Lot 33; Block 9401, Lot 9**

Project Description

September 2022

Fellowship Village, Inc. (f/k/a Fellowship Senior Living, Inc.) (“Applicant”) is seeking preliminary and final major site plan approval in connection with proposed improvements to the Fellowship Village continuing care retirement community (“Fellowship Village”). The existing Fellowship Village campus is limited to Block 9301, Lot 33, but Applicant is looking to expand the campus to include Block 9401, Lot 9 (both lots being referred to herein as the “Property”). The Property is located within the R-2 residential zoning district, where Fellowship Village is a permitted conditional use. The Property is an approximately 75.4-acre lot that has frontage on Allen Road (County Route 652) and Martinsville Road (County Route 525).

Fellowship Village is comprised of numerous buildings and related site improvements, including, but not limited to, residences, a vibrant community center, health center, parking areas, and stormwater management facilities. The community was constructed in the mid-1990s and has received previous approvals from the Planning Board since then, including approval in 2021 to allow construction of a new building as well as other site improvements to the community and Property. Most recently, at its September 20, 2022 regular meeting, the Planning Board memorialized its amended approval modifying certain conditions of the Board’s prior approvals in application #PB13-006A- relative to the usage of the on-site theater.

The specific improvements to Fellowship Village proposed by this Application are as follows:

Staff Residence & Associated Improvements for Access to New Structure

Applicant proposes the construction of a new, two-story structure with a total floor area of 3,402 square feet to serve as a staff residence building. The structure will also feature a 180 square foot deck. A driveway and sidewalk for vehicle and pedestrian access from Fellowship Road are also proposed along with eight (8) parking spaces, one ADA parking stall and one loading space.

Conditional Use Criteria

As a conditional use with the R-2 zone, Applicant is required to comply with the Township’s conditional use standards. The chart below lists each of the conditional use requirements, as set forth in Sec. 21-12.3(l), and the Applicant’s compliance with each.

Conditional Use Requirements – Continuing Care Community in R-2 zone (§21-12.3(l))	Compliance
(1) Before the development is occupied, the developer shall produce to the Zoning Officer either a certificate of authority for the CCRC issued pursuant to N.J.S.A. 52:27D-330 et seq. (P.L. 1986, c. 103), as	Certificate of Authority issued by the Department of Community Affairs on

<p>amended from time to time, or a letter of nonapplicability pursuant to N.J.A.C. 5:19-2.3, as amended from time to time.</p>	<p>September 13, 1993 is annexed to this Application.</p>
<p>(2) Before receiving final site plan approval, the developer shall produce a writing from the Commissioner of the Department of Community Affairs stating that any lien which the Department has filed or may file under N.J.S.A. 52:27D-341 (P.L. 1986, c.103, §12) shall be subordinated to any lien for unpaid taxes on real property or other municipal charges, whether existing now or in the future.</p>	<p>The November 13, 2020 letter from the Department of Community Affairs (DCA) stating that DCA has not filed a lien against Fellowship Village is annexed to this Application.</p>
<p>(3) Reserved</p>	<p>N/A</p>
<p>(4) The development may include the following:</p> <ul style="list-style-type: none"> (a) Independent-living units; (b) Assisted-living units; (c) Nursing units; (d) Congregate-care units; (e) Long-term-care units; (f) Sub-acute units; and (g) Memory-care units. 	<p>Fellowship Village includes independent living units, assisted living units, and nursing/long term care units.</p>
<p>(5) The development shall include at least some level of each of the following uses and services for residents, which may also be available to nonresidents of the CCRC, provided that all such uses shall be entirely contained within buildings exclusively owned and controlled by the CCRC, that that no residents shall be denied access to such uses and services, and that sufficient parking shall be provided in accordance with Subsection 21-22.1:</p> <ul style="list-style-type: none"> (a) Health care, therapy, clinical, medical, and wellness service facilities and services that may be on site or off site; such facilities may be an existing or new off-site location (subject to zoning requirements) if the applicant shows adequate plans to provide residents of the development with reasonable access; (b) Facilities and services for providing meals for residents, with or without common dining facilities; (c) Therapy facilities and services; (d) Meeting rooms; and (e) Recreation facilities; <p>The development may include personal, cultural, religious and other ancillary services customary to a CCRC. These services may include uses such as clinics, therapies, wellness and educational programs, theaters, performing arts programs, restaurants, and salons.</p>	<p>As will be explained in testimony, Applicant provides all of these uses, and is expanding the community via the construction of a two-story, staff residence building with 3, 402 square feet of floor area, a 180 square foot deck, along with associated parking and access improvements.</p> <p>No residents are denied access to these uses.</p> <p>Sufficient parking is provided, as shown on the submitted site plans and explained further below.</p>

<p>(6) The application for development shall include a statement generally describing the health-care services, meal services for assisted-living care or nursing care and therapy services that will be provided. Such statement may be, but is not required to be, in the developer's disclosure statement (or a portion of it) which is required by N.J.S.A. 52:27D-336 (P.L. 1986, c.103, §7).</p>	<p>The relevant portion of Applicant's Disclosure Statement, with a March 12, 2020 Effective Date of the Fourth Amendment, is annexed to this Application and generally describes the healthcare services, meal services, nursing services, and therapy services provided.</p>
<p>(7) Reserved</p>	<p>N/A</p>
<p>(8) It shall be a condition of final subdivision or final site plan approval that residency in the CCRC shall be age restricted to persons at least 62 years of age, with or without a spouse or other members of such person's housekeeping unit, or to surviving members of that housekeeping unit in the event of death of such resident. This condition shall not be construed as requiring the CCRC to permit surviving members below the age of 62 to remain in residence following such death. Health-care services may also be provided to individuals allowed under applicable state and federal law.</p>	<p>Applicant complies with this condition.</p>
<p>(9) Permissible accessory uses and structures shall include garages, sheds, fences, swimming pools, recreational facilities, maintenance buildings, gatehouses, <i>employee living quarters</i>, child-care centers, retail and personal services facilities and other uses and facilities customarily associated with and ancillary to a CCRC, so long as such accessory uses are subordinate to and serve only the conditional use for residents and nonresidents.</p>	<p>The current accessory uses at Fellowship Village, along with the accessory uses proposed through this Application, are permissible.</p>
<p>(10) Area and setback requirements:</p> <p>(a) Minimum Lot Area: 60 acres.</p> <p>(b) Minimum Lot Width: 200 feet.</p> <p>(c) Minimum Tract setback (buffered):</p> <p>(1) Front Yard:</p> <p>(a) For buildings: 100 feet.</p> <p>(b) For parking: 75 feet.</p> <p>(2) Side Yard:</p> <p>(a) For buildings: 100 feet from exterior street.</p> <p>(b) For buildings: 75 feet from boundary line.</p> <p>(c) For parking: 75 feet.</p> <p>(3) Rear Yard:</p> <p>(a) For buildings: 100 feet.</p>	<p>All Comply. Proposed:</p> <p>(a) 75.441 acres</p> <p>(b) 1,773 ft.</p> <p>(c) (1) (a) 102 ft.</p> <p>(b) 159.7 ft.</p> <p>(c)(2)(b) 128.9 ft.</p> <p>(c) 130.1 ft.</p> <p>(c)(3)(a) 352.6 ft.</p> <p>(b) 276.2 ft.</p> <p>(d) 26.4%</p> <p>(e) 14.5%</p>

<p>(b) For parking: 75 feet.</p> <p>(d) Maximum Impervious Lot Coverage: 40%</p> <p>(e) Maximum Building Coverage: 20%</p> <p>(f) Maximum Building Height: 35 feet, except that height may be increased to a maximum of 50 ft., provided that, for each additional foot of building height above 35 feet, two additional feet of setback shall be required from the exterior tract buffer. Building height shall be measured from the average finished grade level surrounding the building measured five feet from the building wall to the top of the roof.</p>	<p>(f) 31.4 ft.</p>
<p>(11) Maximum and Minimum Number of Units</p> <p>(a) The maximum number of independent living and assisted-living units shall be five units per gross acre.</p> <p>(b) A minimum of four independent living units shall be provided for each nursing unit.</p> <p>(c) Assisted-living units shall be counted as independent living units in meeting the 4 to 1 ratio requirement in Subsection 21-12.3.11(b) above.</p> <p>(d) The maximum number of detached single-family dwellings shall not exceed 30% of the total permitted number of independent-living units.</p>	<p>The unit count for Fellowship Village will remain as follows:</p> <p>256 Independent Living Units;</p> <p>86 Assisted Living Units; and</p> <p>67 Nursing/Long Term Care Beds.</p>
<p>(12) Parking Requirements. Sufficient off-street parking shall be required to meet the needs of the residents, employees and guests in accordance with the following minimum requirements:</p> <p>(a) Independent living units: 1 per dwelling unit</p> <p>(b) Assisted-living units, congregate-care, long-term care, sub-acute and memory-care units: .35 per dwelling unit.</p> <p>(c) Nursing beds: .35 per bed</p> <p>(d) Staff: one off-street parking space per full time staff, plus one for every two part-time staff, on the maximum shift</p> <p>(e) Visitors: an additional 10% above the total required parking</p>	<p>Parking Requirements – All Comply.</p> <p>(a) Independent living – 1 x 256 = 256 spaces</p> <p>(b) Assisted Living - .35 x 86 = 30.1 spaces</p> <p>(c) Long-term care/nursing - .35 x 67 = 23.5 spaces</p> <p>(d) Staff (full time, max shift) – 1 x 165 = 165 spaces</p> <p>Staff (part-time) - .5 x 20 = 10 spaces</p> <p>(e) Visitors - .10 x 485 = 48.5 spaces</p> <p>Auditorium parking – 240/3 = 80 spaces</p> <p>Total required = 613.1 spaces</p> <p>Total approved parking =</p>

	<p>618 spaces</p> <p>Total proposed parking= 626 spaces</p>
<p>(13) Design and Development Regulations for Multifamily Residential Buildings. The minimum distance between residential buildings shall be as follows:</p> <p>(a) Windowless wall to windowless wall: One story – 15 feet; Two Stories – 20 feet.</p> <p>(b) Window wall to windowless wall: One story – 20 feet; Two Stories – 30 feet.</p> <p>(c) Window wall to window wall: Front to front – 75 feet; rear to rear – 50 feet; end to end – 30 feet.</p> <p>(d) Front building face to common parking area: One story – 10 feet; Two stories – 20 feet.</p> <p>(e) Rear or side building face to common area: One story – 10 feet; Two stories – 15 feet.</p> <p>The Planning Board may reduce the above distances by not more than 20% if there is an angle of 20 degrees or more between buildings and if extensive landscaping and buffers, which provide necessary screening and shielding, are placed between buildings</p>	<p>All criteria remain compliant and unchanged.</p>
<p>(14) Design and Development Regulations for Single-Family Detached Housing.</p> <p>(a) Minimum lot size: 5,000 s.f.</p> <p>(b) Minimum lot width: 50 ft.</p> <p>(c) Minimum yard requirements:</p> <p>(1) Front: 25 ft.</p> <p>(2) Side: five feet (one); 15 feet (both);</p> <p>(3) Rear: 25 feet.</p>	<p>N/A</p>
<p>(15) Design and Development Regulations for Other Structures:</p> <p>(a) Minimum distance between residential buildings and other buildings: 30 feet</p> <p>(b) Minimum distance between accessory buildings and principal buildings: 10 feet</p> <p>(c) Minimum distance between parking areas and buildings: 10 feet</p>	<p>(a) >30'</p> <p>(b) N/A</p> <p>(c) 10'</p>
<p>(16) Buffering and Screening: All CCRC's shall be landscaped and buffered in accordance with Section 21-43. A landscaped buffer not less than 25 feet shall be planted or installed around the perimeter of the developed areas of any CCRC site.</p>	<p>Complies.</p>

<p>(17) Other Requirements</p> <p>(a) Water: No site plan for a CCRC shall be approved unless it provides for water to be supplied to the development by a public utility company.</p> <p>(b) Sanitary sewers: No site plan for a CCRC shall be approved unless it provides for the treatment of wastewater from the development in one of the following manners:</p> <p style="padding-left: 40px;">(1) The treatment plant of the Township of Bernards Sewerage Authority, if the site is in the sewer service area;</p> <p style="padding-left: 40px;">(2) Another municipality's publicly owned treatment plant;</p> <p style="padding-left: 40px;">(3) A treatment plant owned by a public utility;</p> <p style="padding-left: 40px;">(4) A package treatment plant; or</p> <p style="padding-left: 40px;">(5) Such other means as may be approved by NJDEP for community wastewater disposal; provided, however, that the means of treatment if under Paragraph I, Subparagraphs 17(b)(1) through (5) above, shall not require the Township or its Sewerage Authority to serve as co-permittee or otherwise to assume any liability of any nature; and provided, further, that any means of wastewater treatment does not conflict with the Bernards Township Wastewater Management Plan; and provided, further, that if municipal consent is required for any means of wastewater treatment, nothing in this chapter shall be construed as granting such consent or as compelling either the Township or its Sewerage Authority to grant such consent.</p> <p>(c) A CCRC shall have frontage and direct access to a state or county roadway.</p>	<p>(a) Applicant's water is supplied by NJ American Water Company.</p> <p>(b) Applicant's wastewater is treated by the Township of Bernards Sewerage Authority.</p> <p>(c) Fellowship Village has access to Allen Road (County Route 652) and Martinsville Road (County Route 525).</p>
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Applicant reserves the right to amend or supplement the list of relief required during the review of the application.

EXHIBIT B

STATEMENT OF OWNERSHIP

Corporate or Partnership
Name of Applicant Fellowship Village, Inc. (f/n/a Fellowship Senior Living, Inc.)

Address 8000 Fellowship Road, Basking Ridge, New Jersey, 07920

The following is a list of all shareholders and/or partners owning beneficially or having registered in their names not less than ten percent (10%) of the stock of the corporation or interest in a partnership involved in an application hereinabove referred to:

No ownership. Fellowship Village is a 501 c(3) non-profit organization.

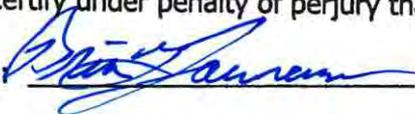
Name _____

Name _____

Address: _____

Address: _____

I hereby certify under penalty of perjury that the foregoing is true:

Signature: 

Date: 8/25/22

EXHIBIT C



OFFICE OF THE ASSESSOR

TOWNSHIP OF BERNARDS

One Collyer Ln, Basking Ridge, NJ 07920

(908) 204-3082 Fax (908) 766-1643

assessor@bernards.org

200 Foot Property Search

** VALID FOR 90 DAYS **

Date: 07/15/2022

Block: 9301

Property Location: 33 Allen Rd

Lot(s): 33

Applicant: Kenneth Mcphearson

Qual:

Phone : 973-596-4415

Fax: 973-639-6337

Email:

PROPERTY OWNER INFORMATION

Owner Name: Fellowship Senior Living Inc.

Address: 33 Allen Rd

City, State, Zip: Basking Ridge, NJ 07920

Due to the location of the referenced Block and Lot,
the following Fire Company Should be notified:

Liberty Corner Fire Company, P.O. Box 98, Liberty Corner, NJ 07938

Return By:

E-Mail

Mail

Fax

Pick-Up

Name:

Kenneth D. McPhearson III

Address

Gibbons P.C.

One Gateway Center

City, State, Zip:

Newark, NJ 07102

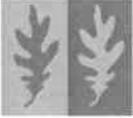
CERTIFIED BY:

David Centrelli, CTA
Assessor, Township of Bernards

Amount Paid: \$10.00

Check No.: 103153

Date Paid: 07/14/2022



Bernards Township

Parcel Offset List

Target Parcel(s): Block-Lot: 9301-33
FELLOWSHIP SENIOR LIVING INC
33 ALLEN RD

21 parcels fall within 200 feet of this parcel(s).

Block-Lot: 11201-8

HBB PROPERTY LLC C/O ALLEN RD LLC
PO BOX 74
LIBERTY CORNER NJ 07938
RE: 50 ALLEN RD

Block-Lot: 9401-9

FELLOWSHIP SENIOR LIVING, INC.
8000 FELLOWSHIP RD
BASKING RIDGE NJ 07920
RE: 55 ALLEN RD

Block-Lot: 11201-9

JLJ PROPERTY INVESTMENTS LLC
2051 SE 3RD ST UNIT 508
DEERFIELD BEACH FL 33441
RE: 701 MARTINSVILLE RD

Block-Lot: 9204-2

BERNARDS TWP SEWERAGE AUTHORITY
MARTINSVILLE RD; BOX 247
LIBERTY CORNER NJ 07938
RE: 726 MARTINSVILLE RD

Block-Lot: 9301-35

LEONARDO, RAFAEL C & MILAGROS B
100 SHANNON HILL RD
BASKING RIDGE NJ 07920
RE: 100 SHANNON HILL RD

Block-Lot: 9301-34

SHANNON HILL FARMS HOMEOWNERS ASSOC
.
. 00000
RE: 102 SHANNON HILL RD

Block-Lot: 9401-7

SCHEHERAZADE ENTERPRISES INC
15 SHANNON HILL RD
BASKING RIDGE NJ 07920
RE: 15 SHANNON HILL RD

Block-Lot: 9301-36

BRADLEY, KENNETH O & ANDERSON, LYNNE A
92 SHANNON HILL RD
BASKING RIDGE NJ 07920
RE: 92 SHANNON HILL RD

Block-Lot: 9301-38

GALUSHA, CHRISTOPHER M & ALYSON E
80 SHANNON HILL RD
BASKING RIDGE NJ 07920
RE: 80 SHANNON HILL RD

Block-Lot: 9301-37

BARR, LARRY & JUNE
86 SHANNON HILL RD
BASKING RIDGE NJ 07920
RE: 86 SHANNON HILL RD

Block-Lot: 9301-39

BUWEN, JAMES & LEIGH
76 SHANNON HILL RD
BASKING RIDGE NJ 07920
RE: 76 SHANNON HILL RD

Block-Lot: 9301-40

KLIPPEL, JON & CROWE, MARGARET F
70 SHANNON HILL RD
BASKING RIDGE NJ 07920
RE: 70 SHANNON HILL RD

Block-Lot: 9301-32
FELLOWSHIP DEACONRY INC
PO BOX 204
LIBERTY CORNER NJ 07938
RE: 3575 VALLEY RD

Block-Lot: 9401-8-Q0036
PINSON, ELLEN
658 HOYDEN HILL RD
FAIRFIELD CT 06824
RE: 99 ALLEN RD

Block-Lot: 9301-9.01
ENGLISH FARM ASSOCIATES, LP
PO BOX 183
LIBERTY CORNER NJ 07938
RE: 3613 VALLEY RD

Block-Lot: 9401-8
PINSON, ELLEN
658 HOYDEN HILL RD
FAIRFIELD CT 06824
RE: 99 ALLEN RD

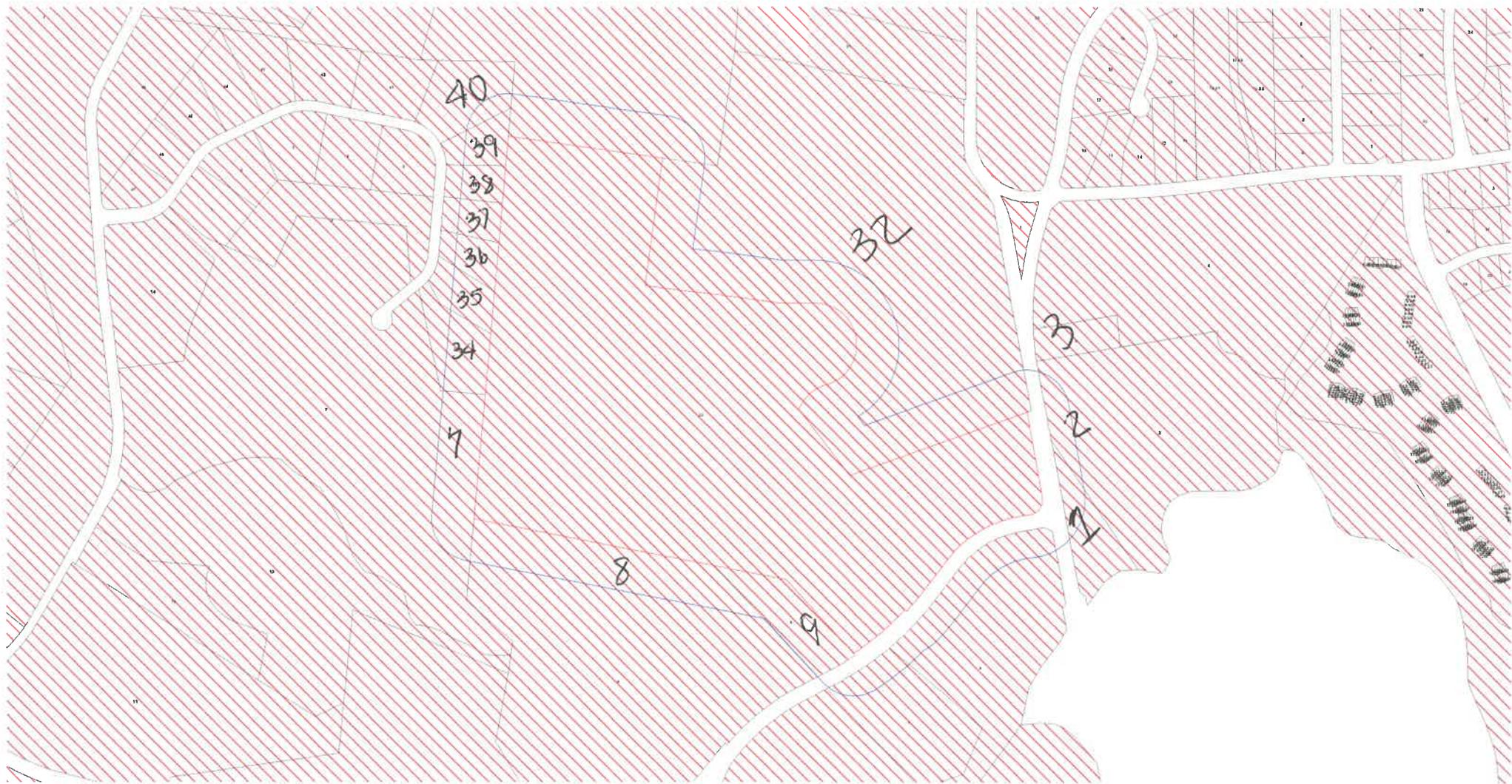
Block-Lot: 9204-1
BRISTLECONE INC
PO BOX 328
LIBERTY CORNER NJ 07938
RE: 706 MARTINSVILLE RD

Block-Lot: 9204-2-CELL1
BERNARDS TWP SEWERAGE AUTHORITY
MARTINSVILLE RD; BOX 247
LIBERTY CORNER NJ 07938
RE: 726 MARTINSVILLE RD

Block-Lot: 9204-2-CELL2
BERNARDS TWP SEWERAGE AUTHORITY
MARTINSVILLE RD; BOX 247
LIBERTY CORNER NJ 07938
RE: 726 MARTINSVILLE RD

Block-Lot: 9401-7-Q0065
SCHEHERAZADE ENTERPRISES INC
15 SHANNON HILL RD
BASKING RIDGE NJ 07920
RE: 15 SHANNON HILL RD

Block-Lot: 9301-9.01-Q0012
ENGLISH FARM ASSOCIATES, LP
PO BOX 183
LIBERTY CORNER NJ 07938
RE: CHURCH ST





OFFICE OF THE ASSESSOR

TOWNSHIP OF BERNARDS
ONE COLLYER LANE
BASKING RIDGE, NJ 07920
(908)-204-3082 FAX (908)-766-1644

200 FOOT PROPERTY SEARCH

List of names and addresses of all owners of property as shown on the current tax duplicate located within 200 feet of any part of the property affected by this application. The Township of Bernards accepts no liability for errors hereon. ***The attached list was compiled by the Engineering Department.***

If the property is within 200 feet of an adjoining municipality, the Township Clerk of that municipality should be notified. In addition, the applicant must also obtain the names and addresses of the owners of the land in such adjoining municipalities that are located within 200 feet of the subject premises.

The following is a list of utility companies located within Bernards Township. It is not to be construed as utilities being on or within 200 feet of the property being searched.

- | | | |
|--|---|---|
| 1. ALGONQUIN GAS TRANSMISSION CO
1 Lindbergh Rd
Stony Point, NY 10980
(908) 757-1212 | 6. NEW JERSEY AMERICAN WATER CO
Donna Short, GIS Supervisor
NJ-American Water Company, Inc.
1025 Laurel Oak Rd
Voorhees, NJ 08043 | 10. NEW JERSEY BELL TELEPHONE CO
Edward D. Young III, Secretary
Verizon Legal Dept.
540 Broad St – Room 2001
Newark, NJ 07101
(201) 649-2233 |
| 2. BELL ATLANTIC CORPORATION
Secretary, 46 th Floor
1717 Arch
Philadelphia, PA 19102 | 7. CABLEVISION OF RARITAN VALLEY
275 Centennial Ave; CN6805
Piscataway, NJ 08855
Attn: Margurite Prenderville
Construction Dept | 11. TRANSCONTINENTAL GAS PIPELINE
Division Office
3200 S Wood Ave
Linden, NJ 07036 |
| 3. JCP & L/ GPU
Service Tax Dept
PO Box 1911
Morristown, NJ 07962-1911 | 8. BERNARDS TWP SEWERAGE ATHTY
1 Collyer Ln
Basking Ridge, NJ 07920
(908) 204-3002 | 12. VERIZON BUSINESS/MCI
Right of Way Dept.
2400 N Glenville Dr
Richardson, TX 75082 |
| 4. PUBLIC SERVICE ELECTRIC & GAS
Manager – Corporate Properties
80 Park Plaza, T6B
Newark, NJ 07102 | 9. ENVIRONMENTAL DISPOSAL CORP
William Halsey, President
601 State Hwy 202/206
Bedminster, NJ 07921
(908) 234-0677 | |
| 5. VERIZON COMMUNICATIONS
Engineering
290 W Mt Pleasant Ave; Ste 1400
Livingston, NJ 07039-2763 | | |

PLEASE NOTE :
Numbers 1,3,4,5 and 7 are
registered with the Township and
REQUIRE NOTIFICATION

If the property is adjacent to a State Highway, the
COMMISSIONER OF TRANSPORTATION
must be notified at

NEW JERSEY DEPT OF TRANSPORTATION
1035 Parkway Ave., CN600
Trenton, NJ 08625

If the property is adjacent to a County Road, the
SOMERSET COUNTY PLANNING BOARD
must be notified at

SOMERSET COUNTY PLANNING BOARD
PO Box 3000
Somerville, NJ 08876



OFFICE OF THE ASSESSOR

TOWNSHIP OF BERNARDS

One Collyer Ln, Basking Ridge, NJ 07920

(908) 204-3082 Fax (908) 766-1643

assessor@bernards.org

200 Foot Property Search

** VALID FOR 90 DAYS **

Date: 07/15/2022

Block: 9401

Property Location: 55 Allen Rd

Lot(s): 9

Applicant: Kenneth Mcphearson

Qual:

Phone : 973-596-4415

Fax: 973-639-6337

Email:

PROPERTY OWNER INFORMATION

Owner Name: Fellowship Senior Living Inc.

Address: 55 Allen Rd

City, State, Zip: Basking Ridge, NJ 07920

Due to the location of the referenced Block and Lot,
the following Fire Company Should be notified:

Liberty Corner Fire Company, P.O. Box 98, Liberty Corner, NJ 07938

Return By:

E-Mail

Mail

Fax

Pick-Up

Name: Kenneth D. McPhearson III

Address: Gibbons P.C.

One Gateway Center

City, State, Zip: Newark, NJ 07102

CERTIFIED BY:

David Centrelli, CTA
Assessor, Township of Bernards

Amount Paid: \$10.00

Check No.: 103153

Date Paid: 07/14/2022



Bernards Township

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55 ALLEN RD

6 parcels fall within 200 feet of this parcel(s).

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HBB PROPERTY LLC C/O ALLEN RD LLC
PO BOX 74
LIBERTY CORNER NJ 07938
RE: 50 ALLEN RD

Block-Lot: 11201-7

BASKING RIDGE MAR PROPERTY LLC
80 ALLEN RD %DELTA HOTELS
BASKING RIDGE NJ 07920
RE: 80 ALLEN RD

Block-Lot: 11201-9

JLJ PROPERTY INVESTMENTS LLC
2051 SE 3RD ST UNIT 508
DEERFIELD BEACH FL 33441
RE: 701 MARTINSVILLE RD

Block-Lot: 9301-33

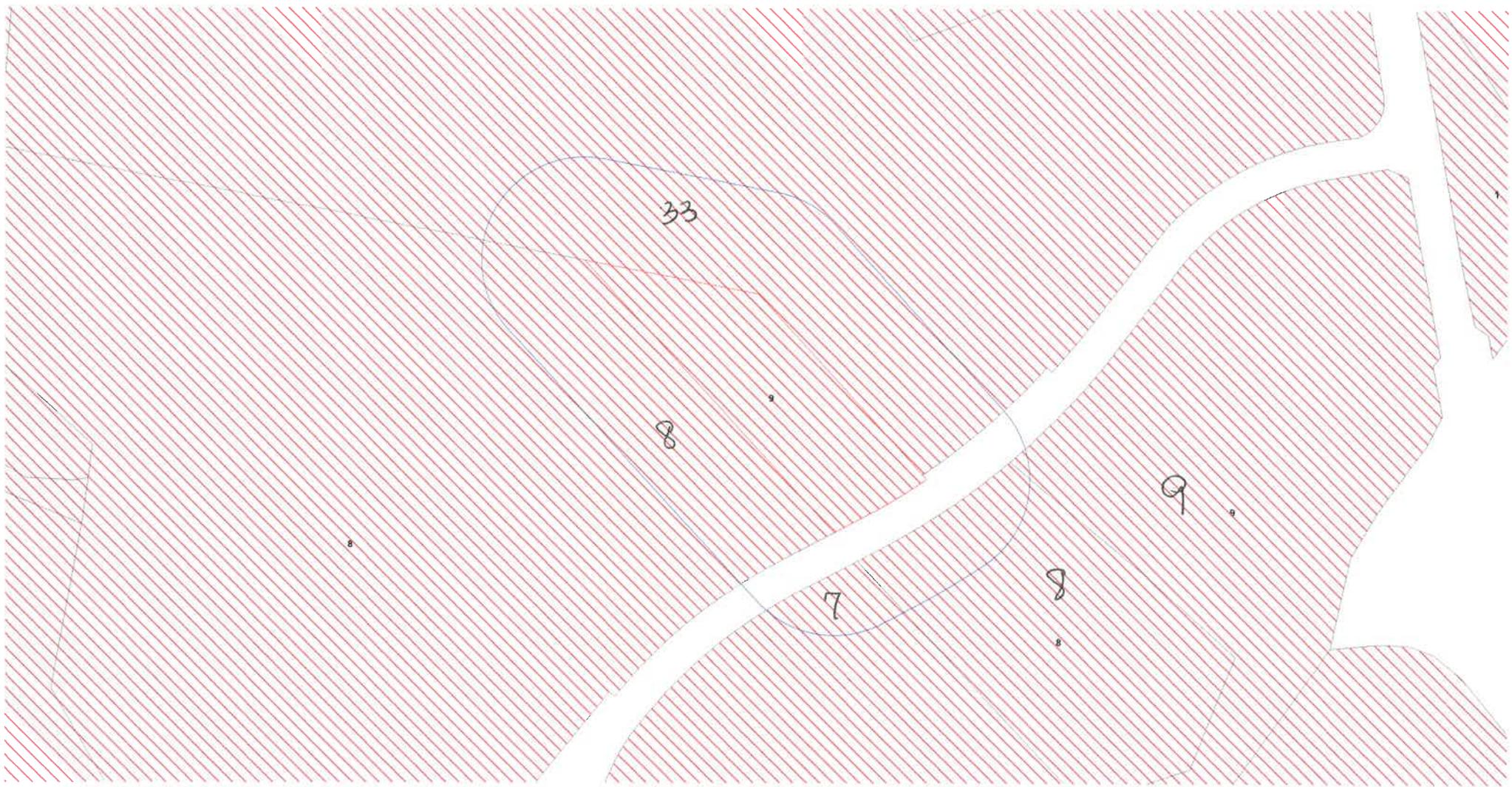
FELLOWSHIP SENIOR LIVING INC
8000 FELLOWSHIP RD
BASKING RIDGE NJ 07920
RE: 33 ALLEN RD

Block-Lot: 9401-8

PINSON, ELLEN
658 HOYDEN HILL RD
FAIRFIELD CT 06824
RE: 99 ALLEN RD

Block-Lot: 9401-8-Q0036

PINSON, ELLEN
658 HOYDEN HILL RD
FAIRFIELD CT 06824
RE: 99 ALLEN RD





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ONE COLLYER LANE
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200 FOOT PROPERTY SEARCH

List of names and addresses of all owners of property as shown on the current tax duplicate located within 200 feet of any part of the property affected by this application. The Township of Bernards accepts no liability for errors hereon. ***The attached list was compiled by the Engineering Department.***

If the property is within 200 feet of an adjoining municipality, the Township Clerk of that municipality should be notified. In addition, the applicant must also obtain the names and addresses of the owners of the land in such adjoining municipalities that are located within 200 feet of the subject premises.

The following is a list of utility companies located within Bernards Township. It is not to be construed as utilities being on or within 200 feet of the property being searched.

- | | | |
|--|---|---|
| 1. ALGONQUIN GAS TRANSMISSION CO
1 Lindbergh Rd
Stony Point, NY 10980
(908) 757-1212 | 6. NEW JERSEY AMERICAN WATER CO
Donna Short, GIS Supervisor
NJ-American Water Company, Inc.
1025 Laurel Oak Rd
Voorhees, NJ 08043 | 10. NEW JERSEY BELL TELEPHONE CO
Edward D. Young III, Secretary
Verizon Legal Dept.
540 Broad St – Room 2001
Newark, NJ 07101
(201) 649-2233 |
| 2. BELL ATLANTIC CORPORATION
Secretary, 46 th Floor
1717 Arch
Philadelphia, PA 19102 | 7. CABLEVISION OF RARITAN VALLEY
275 Centennial Ave; CN6805
Piscataway, NJ 08855
Attn: Margurite Prenderville
Construction Dept | 11. TRANSCONTINENTAL GAS PIPELINE
Division Office
3200 S Wood Ave
Linden, NJ 07036 |
| 3. JCP & L/ GPU
Service Tax Dept
PO Box 1911
Morristown, NJ 07962-1911 | 8. BERNARDS TWP SEWERAGE AUTHORITY
1 Collyer Ln
Basking Ridge, NJ 07920
(908) 204-3002 | 12. VERIZON BUSINESS/MCI
Right of Way Dept.
2400 N Glenville Dr
Richardson, TX 75082 |
| 4. PUBLIC SERVICE ELECTRIC & GAS
Manager – Corporate Properties
80 Park Plaza, T6B
Newark, NJ 07102 | 9. ENVIRONMENTAL DISPOSAL CORP
William Halsey, President
601 State Hwy 202/206
Bedminster, NJ 07921
(908) 234-0677 | |
| 5. VERIZON COMMUNICATIONS
Engineering
290 W Mt Pleasant Ave; Ste 1400
Livingston, NJ 07039-2763 | | |

PLEASE NOTE :
Numbers 1,3,4,5 and 7 are
registered with the Township and
REQUIRE NOTIFICATION

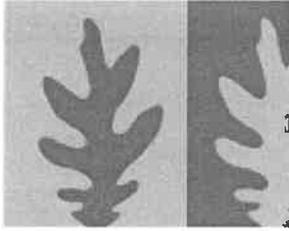
If the property is adjacent to a State Highway, the
COMMISSIONER OF TRANSPORTATION
must be notified at

NEW JERSEY DEPT OF TRANSPORTATION
1035 Parkway Ave., CN600
Trenton, NJ 08625

If the property is adjacent to a County Road, the
SOMERSET COUNTY PLANNING BOARD
must be notified at

SOMERSET COUNTY PLANNING BOARD
PO Box 3000
Somerville, NJ 08876

EXHIBIT D



Township of Bernards

Kevin Sant'Angelo, Tax Collector
1 Collyer Lane, Basking Ridge, NJ 07920
Phone: 908-204-3080; Fax: 908-766-1941; Website: www.bernards.org

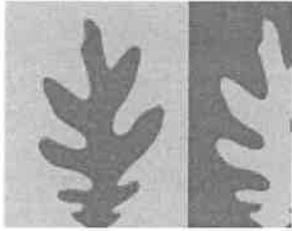
July 14, 2022

This is to certify that the property located at Block 9401 Lot 9, otherwise known as 55 Allen Rd. Basking Ridge, NJ is assessed to Fellowship Senior Living, Inc and the property taxes are paid current through 2nd Quarter 2022.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kevin Sant'Angelo", written over a faint circular stamp or watermark.

Kevin Sant'Angelo
Tax Collector



Township of Bernards

Kevin Sant'Angelo, Tax Collector
1 Collyer Lane, Basking Ridge, NJ 07920
Phone: 908-204-3080; Fax: 908-766-1941; Website: www.bernards.org

July 14, 2022

This is to certify that the property located at Block 9301 Lot 33, otherwise known as 33 Allen Rd. Basking Ridge, NJ is assessed to Fellowship Senior Living, Inc and the property taxes are paid current through 2nd Quarter 2022.

Very truly yours,

Kevin Sant'Angelo
Tax Collector

EXHIBIT E

**TOWNSHIP OF BERNARDS
PLANNING BOARD / BOARD OF ADJUSTMENT**

SITE INSPECTION CONSENT FORM

Applicant: Fellowship Village, Inc. (f/n/a Fellowship Senior Living, Inc.)

9301 33

Block: 9401 **Lot:** 9

Street Address: 33 Allen Road & 55 Allen Road

Brian G. Lawrence, President and CEO of

I, _____, owner of the above property, hereby acknowledge that, upon determination of completeness of the application, a site inspection may be scheduled with the Board for a mutually convenient date and time. I hereby authorize members of the Planning Board/Board of Adjustment and their representatives and consultants to enter onto the property at the time of the site inspection for the purpose of evaluating the application.

(authorized representative of owner)

Signature:  Date: 8/25/22

EXHIBIT F

**ADDENDUM TO THE BERNARDS TOWNSHIP
PLANNING BOARD APPLICATION**

**APPROVALS REQUIRED BY LOCAL, COUNTY,
STATE AND OTHER AGENCIES**

PERMITS	APPLICABLE	N/A	PENDING	RECEIVED
Somerset County Planning Bd.***	x		x	
Somerset County Road Opening Permit		x		
Bernards Sewerage Authority	x		x	
NJDEP:				
a) Stream encroachment		x		
b) Filing Floodplain		x		
c) Other		x		
Army Corp of Engineers:				
a) Section 404		x		
b) Other				
NJDOT:				
a) Road opening permit		x		
b) Drainage permit				

***** All applications for subdivision or site plan, whether Preliminary, Final, Minor or Major, must be submitted to Somerset County Planning Board by the applicant and proof of submittal must be received by Bernards Township prior to the scheduling of the application for the first hearing before the Bernards Township Planning Board.**

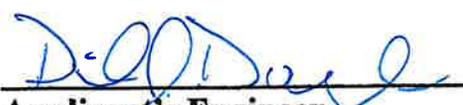

Applicant's Engineer 41690 8/26/2022
 PE Number Date
 DANIEL J. DOUGHERTY

EXHIBIT G

**TOWNSHIP OF BERNARDS
APPLICATION FOR TREE REMOVAL PERMIT**

DATE: 8/25/22

1. Name and address of the owner of the premises and status of legal entity (individual, partnership, corporation of this or any other state, etc.) _____
Fellowship Village, Inc. (f/k/a Fellowship Senior Living, Inc.) 501(c)(3) non-profit corporation.

2. Status of the applicant with respect to land (owner, lessee, tenant, purchaser, under contract, etc.) owner

3. Name and address of the applicant for the permit if other than the owner (attach owner's written consent) Applicant is the owner.

4. Description of the premises where tree removal is to take place, including lot and block numbers and street address Block 9301, Lot 33; Block 9401, Lot 9- 8000 Fellowship Road

5. A list of all trees to be removed with a DBH equal to or greater than six inches identified by size and species, including total number of each species to be removed (attach separate sheet if necessary) _____
See "Demolition and Tree Removal Plan," Sheet 5 of 13.

6. Purpose for tree removal (construction, street or roadway, driveway, utility easement, recreation areas, patio, parking lot, etc.)

Construction of employee/staff residence.

7. Proof that there are no delinquent property taxes or assessments due on the property for which the application is submitted (attach certification from tax collector).
See enclosed certificate of taxes paid.

8. Trees that had been removed within the past two years N/A

EXHIBIT H

**TOWNSHIP OF BERNARDS
PLANNING BOARD/ZONING BOARD OF ADJUSTMENT**

CONTRIBUTION DISCLOSURE STATEMENT

Contribution Disclosure Statement Required. Pursuant to Bernards Township Ordinance Section 21-7A (Ordinance #1745, adopted October 26, 2004), Contribution Disclosure Statements are required for certain types of development applications that include a request for a variance or other relief. When required, a Contribution Disclosure Statement must be submitted by all applicants and property owners, as well as all professionals who apply for or provide testimony, plans or reports in support of the application. See Section 21-7A for details.

Applicant: Fellowship Village, Inc. (f/n/a Fellowship Senior Living, Inc.)

Pursuant to Bernards Township Ordinance Section 21-7A, I hereby certify that I, or the firm or entity with which I am associated, made the following contributions to or on behalf of a candidate, candidate committee, joint candidates committee, political committee, continuing political committee or political party committee of, or pertaining to, the Township of Bernards, within one year prior to the filing of the above application.

I made no contributions.

I made the following contributions:

Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____

Signature:  Date: 8/25/02
 Name: Brian Lawrence
 Title: CEO
 Firm: Fellowship Senior Living Village, Inc
 Address: 8000 Fellowship Rd
Basking Ridge NJ
07920

**TOWNSHIP OF BERNARDS
PLANNING BOARD/ZONING BOARD OF ADJUSTMENT**

CONTRIBUTION DISCLOSURE STATEMENT

Contribution Disclosure Statement Required. Pursuant to Bernards Township Ordinance Section 21-7A (Ordinance #1745, adopted October 26, 2004), Contribution Disclosure Statements are required for certain types of development applications that include a request for a variance or other relief. When required, a Contribution Disclosure Statement must be submitted by all applicants and property owners, as well as all professionals who apply for or provide testimony, plans or reports in support of the application. See Section 21-7A for details.

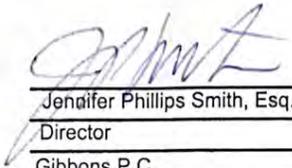
Applicant: Fellowship Village, Inc. (f/n/a Fellowship Senior Living, Inc.)

Pursuant to Bernards Township Ordinance Section 21-7A, I hereby certify that I, or the firm or entity with which I am associated, made the following contributions to or on behalf of a candidate, candidate committee, joint candidates committee, political committee, continuing political committee or political party committee of, or pertaining to, the Township of Bernards, within one year prior to the filing of the above application.

I made no contributions.

I made the following contributions:

Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____

Signature: 
 Name: Jennifer Phillips Smith, Esq.
 Title: Director
 Firm: Gibbons P.C.
 Address: 141 West Front Street
Suite 240
Red Bank, NJ 07701

Date: 9/6/22

**TOWNSHIP OF BERNARDS
PLANNING BOARD/ZONING BOARD OF ADJUSTMENT**

CONTRIBUTION DISCLOSURE STATEMENT

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Applicant: Fellowship Village, Inc. (f/n/a Fellowship Senior Living, Inc.)

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I made no contributions.

I made the following contributions:

Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____



Signature: _____
Name: David Fowles
Title: Principal
Firm: KDA Architects
Address: 500 Kings Hwy South
Cherry Hill, NJ 08034

Date: 8/3/2022

**TOWNSHIP OF BERNARDS
PLANNING BOARD/ZONING BOARD OF ADJUSTMENT**

CONTRIBUTION DISCLOSURE STATEMENT

Contribution Disclosure Statement Required. Pursuant to Bernards Township Ordinance Section 21-7A (Ordinance #1745, adopted October 26, 2004), Contribution Disclosure Statements are required for certain types of development applications that include a request for a variance or other relief. When required, a Contribution Disclosure Statement must be submitted by all applicants and property owners, as well as all professionals who apply for or provide testimony, plans or reports in support of the application. See Section 21-7A for details.

Applicant: Fellowship Village, Inc. (f/n/a Fellowship Senior Living, Inc.)

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I made no contributions.

I made the following contributions:

Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____

Signature:
Name:
Title:
Firm:
Address:

D.J. Dougherty
DANIEL J. DOUGHERTY
SENIOR PRINCIPAL
Dynamic Engineering
1904 MAIN STREET
LAKE COMO, NJ 07719

Date: 8/26/2022

EXHIBIT I

FEE AND ESCROW CALCULATIONS

**Fellowship Village, Inc.
(f/n/a/ Fellowship Senior Living, Inc.)
Preliminary and Final Major Site Plan Approval and Conditional Use Approval**

Application Fees

Based on New Addition of 1,769 s.f. on the 75.441 acre property

Preliminary Major Site Plan	\$2,421.40
*\$500 + \$.02/s.f. of building floor area + \$25/acre	
Final Major Site Plan	\$2,203.69
*\$300 + \$.01/s.f. of building floor area + \$25/acre	
Conditional Use	\$426.90
*\$250 + \$.10/s.f. of conditional use building	
TOTAL	\$5,051.99
MINUS (Nonprofit organization waiver) *1/2 fee	- \$2,525.99
<i>TOTAL APPLICATION FEES</i>	<i>\$2,525.99</i>

Escrow Deposit

Preliminary Major Site Plan	\$4,439.10
*\$2,500 + .03/s.f. of building floor area + \$25/acre	
Final Major Site Plan	\$1,500.00
Conditional Use	\$500.00
<i>TOTAL ESCROW DEPOSIT</i>	<i>\$6,439.10</i>

EXHIBIT J



**Fellowship Village, Inc.
(f/n/a Fellowship Senior Living, Inc.)
Block 9301, Lot 33; Block 9401, Lot 9**

List of Professionals

September 2022

- Bill Schramm, LEED AP
KDA Architects
500 Kings Highway South
Cherry Hill, NJ 08034
Phone: 856-770-1060
Email: schramm@kd-arch.com
- David Fowles, AIA
KDA Architects
500 Kings Highway South
Cherry Hill, NJ 08034
Phone: 856-770-1060
Email: fowles@kd-arch.com
- Daniel J. Dougherty, PE, PP, CME
Dynamic Engineering Consultants
1904 Main Street
Lake Como, New Jersey 07719
Phone: 732-974-0198 Ext. 1114
Email: ddougherty@dynamiccec.com

EXHIBIT K



**Fellowship Village, Inc.
(f/k/a Fellowship Senior Living, Inc.)
Block 9301, Lot 33; Block 9401, Lot 9**

List of Prior Approvals

September 2022

Below is a list of prior approvals concerning the Property to which Applicant has knowledge:

- 5/18/1993 -Preliminary and Final Site Plan Approval and Conditional Use application.
- 5/17/1994 -Amended Final Site Plan Approval.
- 2/3/1998 -Amended Preliminary and Final Site Plan Approval and Preliminary and Final Major Subdivision.
- 5/8/2007 -Amended Preliminary and Final Site Plan Approval for addition, car pavilion and increased parking.
- 4/7/2009 -Amended Preliminary and Final Site Plan Approval to enclose porches and solar roof panels.
- 6/27/2010 -Amended Preliminary and Final Site Plan Approval for expansion of dining room facilities.
- 10/18/2016 -Preliminary and Final Site Plan Approval, Conditional Use Approval, and Modification of Prior Approval for expansion of community center, health center, reconfiguration and expansion of parking areas for those center, and addition of two underground stormwater detention systems and modifications to stormwater retention basin located south of health center.
- 6/8/2021 -Conditional Use and Preliminary/Final Site Plan Approval with Design Exceptions to allow construction of a new building as well as other site improvements (PB20-005).
 - Copy is attached hereto.
- 4/5/2022-Amendment/Modification to condition of 2016 approvals to allow extension of time period to revise plans and obtain signatures.
 - Copy is attached hereto.
- 6/8/2021 -Conditional Use and Preliminary/Final Site Plan Approval with Design Exceptions to allow construction of a new building as well as other site improvements (PB20-005).
 - Copy is attached hereto.



- 9/20/2022 – (#PB13-006A)- Amended approval modifying certain conditions of the Board's prior approvals in application relative to the usage of the on-site theater.

-Copy is attached hereto.

BERNARDS TOWNSHIP PLANNING BOARD

FELLOWSHIP SENIOR LIVING, INC.

**BLOCK 9301, LOT 33
8000 FELLOWSHIP ROAD**

APPLICATION #PB13-006A

RESOLUTION MEMORIALIZING THE ELIMINATION AND MODIFICATION OF CONDITIONS OF PRIOR APPROVALS TO ALLOW USE OF THE FELLOWSHIP SENIOR LIVING THEATER/MULTI-PURPOSE ROOM WITHOUT LIMITATIONS AS TO THE NUMBER OF PRODUCTIONS AND PERFORMANCES PER YEAR, THE TYPE OF PERFORMANCES AND PRODUCTIONS THAT ARE ALLOWED TO BE CONDUCTED, AND THE TIMEFRAMES IN WHICH PERFORMANCES MAY BE CONDUCTED, EXCEPT THAT NO MULTI-PURPOSE ROOM USE AND THEATER PERFORMANCES/PRODUCTIONS MAY BE CONDUCTED ON WEEKDAYS BETWEEN THE HOURS OF 4:00 TO 7:00 P.M.

WHEREAS, Fellowship Senior Living, Inc. (the “**applicant**”), now known as Fellowship Village Inc., owns an irregularly shaped 72.569-acre lot located at 8000 Fellowship Road in the Township of Bernards (the “**Township**”), which is designated on the Township tax maps as Block 9301, Lot 33 (the “**property**”);

WHEREAS, the property is situated in the R-2 residential zoning district (the “**R-2 zone**”) and contains a conditionally permitted Continuing Care Retirement Community (“**CCRC**”) comprised of a number of buildings and related site improvements known as “Fellowship Village” (“**Fellowship Village**” or the “**existing development**”), including a community center (the “**community center**”), a health center building (the “**health center**”), various parking areas (the “**parking areas**”), and stormwater management facilities (the “**stormwater management facilities**”);

WHEREAS, the applicant applied for and obtained from the Bernards Township Planning Board (the “**Board**”) certain approvals (the “**prior approvals**”) including preliminary and final major site plan approval, conditional use approval, exceptions from certain site plan ordinance requirements, and modification of certain conditions of a prior approval resolution to expand Fellowship Village, specifically to: (1) expand the community center by 27,100 square feet (the “**community center improvements**”), including construction of a one-story, 240 seat maximum capacity multipurpose room / theatre (the “**multi-purpose room / theatre**”), (2) expand the health center by 55,695 square feet, plus additions of porte-cocheres and open porches (the “**health center improvements**”), (3) reconfigure and expand the parking areas that serve the community center and the health center, including vehicle circulation improvements at the two buildings’ main entrances, new grass paver parking spaces in the “**oval**” area currently consisting of existing lawn area in front of the community center, and additional parking spaces in other areas of the property (the “**parking improvements**”), and (4) addition of two underground stormwater detention systems and modifications to the stormwater retention basin located south of the health center (the “**stormwater management improvements**”) (all improvements together referred to as the

“expanded development”) as memorialized in a resolution adopted by the Board on October 18, 2016 (the “2016 Resolution”);

WHEREAS, the 2016 Resolution was subject to a number of conditions, including Conditions #6, 10 and 22, which provide in relevant part as follows:

6. **No Weekday Public Paid Performances in Multi-Purpose Room / Theater Prior to 7:00 pm.** There shall be no weekday (Monday through Friday) public paid performances in the multi-purpose room / theater before 7:00 p.m. [This condition was intended to keep performances out of “peak hour” traffic times and was superseded by paragraph 6 of the Parking Management Program as provided in condition #22 below].

10. **Use of Multi-Purpose Room / Theater Limited to Trilogy, Light Opera, and Other Professional Organizations and to the Number of Productions set forth in Exhibit A-6.** Use of the multi-purpose room / theater shall be limited to Trilogy, Light Opera, and other professional organizations and to the number of productions as set forth in Exhibit A-6, a copy of which is attached hereto and incorporated by reference herein.

22. **Parking Management Program dated February 16, 2016.** The applicant shall implement and abide by the Parking Management Program dated February 16, 2016, a copy of which is attached hereto and incorporated by reference herein. Specifically, Paragraph 6 of the Parking Management Program states that for ticketed Theater events that are open to the general public, doors shall open for attendee admission no earlier than 7:00 P.M;

WHEREAS, the applicant applied to the Board by letter from its attorney dated March 29, 2022 seeking to eliminate or modify Conditions #6, #10 and #22 of the 2016 Resolution to permit the use of the theater/multi-purpose room before 7 P.M. on weekdays and to allow programming on days and times without limitation by the Planning Board (the “**application**”);

WHEREAS, the Board has exclusive procedural and subject matter jurisdiction over the application pursuant to N.J.S.A. 40:55D-20 by virtue of N.J.S.A. 40:55D-12a and in accordance with Amato v. Randolph Planning Board, 188 N.J. Super. 439, 447 (App. Div. 1982);

WHEREAS, the Board considered the application at a duly noticed public hearing on June 7, 2022, during which hearing the applicant was represented by Jennifer Phillips Smith, Esq. (of Gibbons P.C.), and the Board was represented by Jonathan E. Drill, Esq. (of Stickel, Koenig, Sullivan & Drill, LLC);

WHEREAS, the following people testified under oath during the hearing and were subject to cross examination, and the testimony is part of the record in this matter:

1. Scott Hart (manager of the Fellowship Cultural Arts Center/The Sieminski Theater at Fellowship Village), and

2. Gary W. Dean, PE (applicant’s traffic engineering expert); and

WHEREAS, no exhibits were submitted into evidence during the hearing and no interested parties or other members of the public testified or otherwise presented evidence during the hearing;

WHEREAS, AFTER CONSIDERING THE PRIOR APPROVALS AND THE REASONS PROVIDED IN SUPPORT OF THE APPLICATION, AND GIVING APPROPRIATE WEIGHT TO SAME, AND BASED ON ITS UNDERSTANDING OF THE APPLICABLE LAW, THE BOARD MAKES THE FOLLOWING FACTUAL FINDINGS AND LEGAL CONCLUSIONS FOR THE PURPOSE OF MEMORIALIZING IN A WRITTEN RESOLUTION IN ACCORDANCE WITH N.J.S.A. 40:55D-10g(2) ITS ACTION IN GRANTING THE APPLICATION SUBJECT TO CONDITIONS AS SET FORTH BELOW:

A. **FACTUAL FINDINGS AND LEGAL CONCLUSIONS**

1. **The Modification/Elimination Application.** As set forth above, the application seeks the elimination or modification of Conditions #6, #10 and #22 of the Board's 2016 Resolution, which provide in relevant part as follows:

6. **No Weekday Public Paid Performances in Multi-Purpose Room / Theater Prior to 7:00 pm.** There shall be no weekday (Monday through Friday) public paid performances in the multi-purpose room / theater before 7:00 p.m. [This condition was intended to keep performances out of "peak hour" traffic times and was superseded by paragraph 6 of the Parking Management Program as provided condition #22 below];

10. **Use of Multi-Purpose Room / Theater Limited to Trilogy, Light Opera, and Other Professional Organizations and to the Number of Productions set forth in Exhibit A-6.** Use of the multi-purpose room / theater shall be limited to Trilogy, Light Opera, and other professional organizations and to the number of productions as set forth in Exhibit A-6, a copy of which is attached hereto and incorporated by reference herein;

22. **Parking Management Program dated February 16, 2016.** The applicant shall implement and abide by the Parking Management Program dated February 16, 2016, a copy of which is attached hereto and incorporated by reference herein. Specifically, Paragraph 6 of the Parking Management Program states that for ticketed Theater events that are open to the general public, doors shall open for attendee admission no earlier than 7:00 P.M.

2. **Standards for Considering the Request for Elimination or Modification of Conditions of Approvals.** Our courts have held that a land use board has the power to modify or eliminate prior approval conditions upon a "proper showing of changed circumstances," or upon "other good cause" warranting modification or amendment, or if "enforcement of the restrictions would frustrate an appropriate purpose." Cohen v. Fair Lawn, 85 N.J. Super. 234, 237 (App. Div. 1964); Allied Realty v. Upper Saddle River, 221 N.J. Super. 407, 414 (App. Div. 1987), certif. denied 110 N.J. 304 (1988); Sherman v. Harvey Cedars Board of Adjustment, 242 N.J. Super. 421, 429 (App. Div. 1990). N.J.S.A. 40:55D-12a recognizes the authority of a board to modify or

eliminate previously imposed conditions by requiring that public notice be given “for modification or elimination of a significant condition or conditions in a memorializing resolution in any situation wherein the application for development for which the memorializing resolution is proposed for adoption required public notice.” The court in Cohen 85 N.J. Super. at 237-238, noted that even if a condition is agreed to by an applicant, it can be later eliminated if its elimination will not have an adverse effect on public health or safety, and this is especially so where the underlying use serves the general welfare. As to the “good cause” grounds, our courts have held that a board should consider what its intent was in imposing the condition in the first instance and whether the proposal to modify or eliminate the condition is consistent with or contrary to that intent. Sherman 242 N.J. Super. at 430. In this regard, our courts have held that a board is not limited to the four corners of the resolution to determine intent and can consider Board minutes of the underlying hearing, transcripts if available, or expert reports filed with the application. The object is to determine how significant the condition was, meaning whether the underlying approval would not have been granted without the imposition of the condition, or whether the condition was imposed for general welfare purposes only, meaning to advance the general welfare but not critical for the survival of the underlying approval. Finally, our courts have held that elimination or modification of a condition imposed by a land use board should generally be heard by the board that imposed the condition. Amato v. Randolph Planning Board, 188 N.J. Super. 439, 447 (App. Div. 1982)

3. **Testimony Presented by the Applicant.** The applicant presented testimony from the following two witnesses in support of its request to eliminate or modify the conditions at issue:

a. Scott Hart, the manager of the Fellowship Cultural Arts Center/The Sieminski Theater at Fellowship Village, testified as to the theater’s current schedule, which is limited to twelve productions per year. Mr. Hart explained that, at present and because of the aforementioned conditions, the theater cannot be used for public performances during approximately 80% of any given month. He further explained that this lack of availability has caused the theater to have to refuse national touring productions that had availability between other engagements in the New York/New Jersey area and were willing to appear for 1 or 2 nights between other stops on their tours. In response to questions regarding parking during sold-out or near sold-out performances, Mr. Hart explained the established protocol which is when ticket sales have almost sold out for a production, the theater staff arranges for a parking attendant to direct visitors to available parking spaces. Finally, Mr. Hart testified that since he started working there, he has seen the overflow grass parking area used no more than three times and he has never seen it close to full.

b. Gary W. Dean, PE, the applicant’s traffic engineering expert who provided the traffic engineering testimony to the Board for the prior approvals during 2014-2016, testified regarding his preparation of a post-construction analysis of the existing parking demands at the site as related to recent theater performances at Fellowship Village, one of which was nearly at maximum capacity. Mr. Dean submitted the analysis in a report titled “Parking Evaluation Report” prepared by Dolan & Dean Consulting Engineers, dated March 14, 2022 (the “**Dean Report**”). To assess the parking demand associated with the theater performances, Mr. Dean (through his traffic engineering consulting firm) conducted on-site parking demand counts during two performances: Saturday, December 18, 2021 and Saturday, January 1, 2022. He also reviewed ticket sales information for the performances on those dates. During performances, the “Oval” is utilized by guest/attendee parking and, thus, the “Oval” was the primary focus of the parking study.

The southerly parking lot is used by the cast and crew. Therefore, the tickets sales directly correlate to the parking occupancy at the “Oval,” as cast and crew members do not require tickets and would be a generally consistent demand, irrespective of actual attendance figures. The parking demand survey area consisted of the southerly parking lot and the parking lot along the middle of the site known as the “Oval”. The “Oval” contains both permanent, paved spaces, as well as grass-paver spaces in the middle (interior) of the Oval for overflow parking. The “Oval” (Lot 1) provides 121 total parking stalls, including 54 grass paver parking stalls. The southerly lot (Lot 2) provides 197 parking stalls, for an overall total of 318 parking stalls in the middle of the campus. The remaining site parking spaces are located along the various courts and “residential” streets and while available for public parking, are not of material concern to this Evaluation. For the Saturday, December 18, 2021 performance, 117 tickets were sold and there were 125 parked vehicles out of a total of 318 available spaces (193 vacant parking stalls) during the Peak Period (7:30 p.m. to 7:45 p.m.). For the Saturday, January 1, 2022 performance, 229 tickets were sold and there were 140 parked vehicles out of a total of 318 available spaces (178 vacant parking stalls) during the Peak Period (2:00 p.m. to 2:15 p.m.). For the Saturday, December 18, 2021 performance, 117 tickets were sold and there were 38 parked vehicles in the Oval out of a total of 121 available spaces. Therefore, 31% of available parking spaces were occupied. The Average Vehicle Occupancy rate (attendees per vehicle) was 3.08. For the Saturday, January 1, 2022 performance, 229 tickets were sold and there were 66 parked vehicles in the Oval out of a total of 121 available spaces. Therefore, 55% of available parking spaces were occupied. The Average Vehicle Occupancy rate (attendees per vehicle) was 3.47. The “Oval” experienced a demand occupancy that ranged 30% to 55% during performances. For the January 1, 2022 performance, the ticket sales were 89% of maximum theater capacity. As the parking was only at 55% of capacity in the Oval, even at adjusted full theater capacity, Mr. Dean opined there would be abundant surplus parking on the Oval. The number of tickets sold and number of parked vehicles translate to a composite average vehicle occupancy (the number of attendees arriving in the same vehicle) of 3.28. This occupancy rate was then used to calculate the maximum anticipated parking demand at full capacity. With a maximum theater capacity, this vehicle occupancy rate equates to approximately 79 parked vehicles. Finally, as an alternate conservative calculation, if the lower occupancy rate of 3.08 passengers per vehicle was used (based on the December 18, 2021 performance), then the maximum parking demand at full theater capacity would be 84 parking spaces. With 121 spaces available at the “Oval,” the theater can host more frequent performances at maximum capacity with a surplus of at least 42 parking stalls (more than one third) at all times. In summary, Mr. Dean testified that the site parking provides more spaces than are needed at full theater capacity. Therefore, based on observed, measured parking activity at the site and the analysis derived therefrom, Mr. Dean concluded that more than sufficient parking is provided at Fellowship Village to accommodate unrestricted theater events at maximum capacity without creating a negative impact on the property or surrounding area.

4. **Board’s Findings and Conclusions as to Good Cause Existing for Modification of Condition #6, #10 & #22 of the 2016 Resolution.** Turning to the issue of whether or not to modify or eliminate Conditions #6, #10 and #22, the Board finds that good cause exists to modify these conditions subject to the conditions set forth below for the following reasons. First, the Board notes and finds that it imposed these conditions on the prior approvals to restrict the use of the Theater/Multi-purpose room based on acknowledged traffic concerns at the time of the prior approvals, as set forth in the 2016 Resolution. Second, the Board finds on the basis of observed, measured parking activity at the site and the analysis detailed in the Dean Report, as well as the

testimony of Mr. Dean during the hearing, that more than sufficient parking is provided at Fellowship Village to accommodate theater events at maximum capacity without creating a negative impact on the property or surrounding area, provided, however, that there are no performances or productions to be allowed on weekdays between the “peak hours” of 4-7 P.M. E.S.T. Third, the Board concludes, based on the aforementioned findings, that the conditions at issue can be modified as set forth below and remain consistent with the Board’s intent behind imposing the conditions in the first instance. Finally, the Board specifically finds that no negative impacts will result from modifying the conditions at issue because, other than weekdays between the hours of 4-7 P.M. (which will be subject to a condition as set forth below), the parking usage associated with public theater events will not result in negatively impacting parking on the site. For all of the foregoing reasons, the Board finds and concludes that good cause exists to warrant the modification of the conditions as set forth below, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE BERNARDS TOWNSHIP PLANNING BOARD, BY MOTION DULY MADE AND SECONDED ON JUNE 7, 2022, AS FOLLOWS:

B. RELIEF

1. **Modification of Conditions #6, #10 & #22 of the 2016 Resolution.** Subject to the conditions set forth below, conditions #6, #10 and #22 of the 2016 Resolution are hereby modified so that the Applicant can use the theater/multi-purpose room without any limitations as to the number of productions and performances per year or the type of performances and productions that are allowed to be conducted but with the limitation of no performances or productions on weekdays between the “peak hours” of 4-7 P.M remaining applicable to the use of the theater/multi-purpose room.

C. CONDITIONS

1. **Modification of Condition #6 of the 2016 Resolution.** The relevant portion of condition # 6, superseded by paragraph 6 of the Parking Management Program referenced in Condition #22 of the Resolution, is hereby modified to provide as follows: “There shall be no ticketed theater events that are open to the public on weekdays between the ‘peak hours’ of 4-7 P.M.”

2. **Modification of Condition #10 of the 2016 Resolution.** Section I of Exhibit A-6 referenced in condition #10 of the 2016 Resolution is hereby modified to delete all provisions, except for the provision that states: “For every production, residents will have a period of 7 days prior to tickets being offered to non-residents, to purchase tickets at a senior discount.” Section II of Exhibit A-6 shall not be modified.

3. **Modification of Condition #22 of the 2016 Resolution.** Paragraph 6 of the Parking Management Program, which is referenced in Condition #22, is hereby modified to state: “There shall be no ticketed theater events that are open to the public on weekdays between the “peak hours” of 4-7 P.M.” For these events, cast, production crew and musicians shall be directed to park in the Health Center parking lot. Signage shall indicate theater entrance through the lower employee entrance, directly to the theater.

4. **Subject to Conditions of Prior Approvals and Other Approvals and Laws.** The within approval and the use of the property remain subject to all conditions of the prior approvals not specifically eliminated or modified in the within resolution. The within approval and the use of the property are also conditioned upon and made subject to any and all laws, ordinances, requirements and/or regulations of and/or by any and all municipal, county, State and/or Federal governments and their agencies and/or departments having jurisdiction over any aspect of the property and/or use of the property. The within approval and the use of the property are also conditioned upon and made subject to any and all approvals by and/or required by any and all municipal, county, State and/or Federal governments and their agencies and/or departments having jurisdiction over any aspect of the property and/or use of the property. In the event of any inconsistency(ies) between the terms and conditions of the within approval and any approval(s) required above, the terms and/or conditions of the within approval shall prevail unless and until changed by the Board upon proper application.

VOTE ON MOTION DULY MADE AND SECONDED ON JUNE 7, 2022:

THOSE IN FAVOR: BAUMANN¹, MALLACH, MANDUKE, MASTRANGELO, SEVILLE, EORIO, & PIEDICI

THOSE OPPOSED: DAMURJIAN.

The above memorializing resolution was adopted on September 20, 2022 by the following vote of eligible Board members:

<u>Members</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
BAUMANN	X			
MALLACH	X			
MANDUKE				X
MASTRANGELO	X			
SEVILLE	X			
EORIO	X			
PIEDICI	X			

I, Cyndi Kiefer, Secretary to the Planning Board of the Township of Bernards in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of the

¹As reflected in the record, Board Member Baumann’s name appeared on a certified mailing list for the public hearing based on property that he used to own, but did not own at the time of the hearing. Accordingly, Board Member Baumann was qualified to sit during the consideration of the application and had no conflict of interest and no appearance of a conflict in doing so.

memorializing resolution duly adopted by the
said Planning Board on September 20, 2022.

Cyndi Kiefer

CYNDI KIEFER, Board Secretary

BERNARDS TOWNSHIP PLANNING BOARD

FELLOWSHIP SENIOR LIVING, INC.

**BLOCK 9301, LOT 33
8000 FELLOWSHIP ROAD**

APPLICATION #PB20-005

**RESOLUTION MEMORIALIZING GRANT OF CONDITIONAL USE APPROVAL
AND PRELIMINARY AND FINAL MAJOR SITE PLAN APPROVAL WITH DESIGN
EXCEPTIONS TO ALLOW CONSTRUCTION OF A BUILDING ADDITION AS WELL
AS OTHER SITE IMPROVEMENTS**

WHEREAS, Fellowship Senior Living, Inc. (the "**applicant**") owns an irregularly shaped 72.569-acre lot located at 8000 Fellowship Road in the Township of Bernards (the "**Township**"), which is designated on the Township tax maps as Block 9301, Lot 33 (the "**property**"); and

WHEREAS, the Property is situated in the R-2 residential zoning district (the "**R2 zone**") and contains a conditionally permitted Continuing Care Retirement Community ("**CCRC**") comprised of a number of buildings and related site improvements known as "Fellowship Village" ("**Fellowship Village**" or the "**existing development**"), including a community center (the "**community center**"), a health center building (the "**health center**"), various parking areas (the "**parking areas**"), and stormwater management facilities (the "**stormwater management facilities**"); and

WHEREAS, the applicant has made application to the Bernards Township Planning Board (the "**Board**") for preliminary and final major site plan approval, conditional use approval, and exceptions from certain site plan ordinance requirements (the "**application**") to make certain improvements to Fellowship Village, specifically to: (1) construct a new, two-floor, approximately 14,447 square foot fitness center and salon, (2) expand the area proposed for the women's locker room by 180 square feet and make interior renovations to the proposed areas for the men's and women's locker rooms, (3) create 1/4 miles of gravel and elevated walkways within the conservation easement and wetlands area of the Property; (4) add observation decks along the trail to serve as bird blinds and sitting areas; (5) construct a dog park, and pickleball, bocce ball and shuffleboard courts; (6) add sitting areas, stone piers, and low level illumination at Spruce Grove, and replace the existing paths; (7) construct a 14' x 15' pond deck at Ephesus Pond; and (8) make minor modifications to increase the number of parking spaces, specifically the addition of one (1) space to Antioch Court, the addition of two (2) spaces to Beersheba Court, and the conversion of two (2) ADA spaces at the Main Entrance (building construction and renovation as well as the site improvements together referred to as the "**proposed development**"); and

WHEREAS, the Board has exclusive subject matter jurisdiction over the Application pursuant to N.J.S.A. 40:55D-20 in accordance with N.J.S.A. 40:55D-67, -46, -50 and -51; and

WHEREAS, the application was deemed to be complete; and

WHEREAS, a number of documents were submitted by the applicant, Board and Township experts and officials, as well as outside agencies, with regard to the application, all of which documents are on file with the Board and are part of the record in this matter, and the following are the latest versions of the plans and documents for which Board approval is sought, which plans, drawings and documents were on file and available for public inspection at least 10 days prior to the hearing on the application in accordance with N.J.S.A. 40:55D-10b:

1. "Preliminary and Final Site Plans," prepared by Marathon Engineering and Environmental Services, dated December 11, 2020, including sheets 1 through 14, which sheets are also identified as drawing nos. C0001, C0002, C0101, C0102, C0103, C0301, C0302, C0303, C1101, C1201, C1202, C1203, C1301, and C1302, respectively (the "**site plans**"),

2. "Architectural and Landscape Plans," prepared by KDA Architects, dated November 23, 2020, including sheets A0.1 through A0.5, and L0.0, L0.1, L1.0 and L1.1 (the "**architectural plans**"),

3. "Stormwater Management Report," prepared by Marathon Engineering and Environmental Services, dated November 23, 2020, revised February 12, 2021 (the "**stormwater report**"),

4. "Stormwater Management Facilities Maintenance Manual" prepared by Marathon Engineering and Environmental Services, dated November 23, 2020 (the "**SWFM manual**"),

5. Memorandum prepared by Marathon Engineering and Environmental Services, dated February 12, 2021, concerning Wetlands Applicability (the "**wetlands memo**"),

6. "Fire Service Plan," prepared by Page Engineering Consultants PC, last revised November 13, 2018 (the "**fire service plan**"),

7. "ALTA/ACSM Land Title Survey," prepared by Kennon Surveying Services Inc., last revised November 23, 2016 (the "**survey**"), and

8. "Site Lighting Calculations," prepared by KDA Architects, dated February 12, 2021 (the "**site lighting calculations**");

WHEREAS, the Board considered the application at a duly noticed public hearing on April 6, 2021 (held in person and also broadcast to the public with an option to call in), with affidavits of publication and service of notice being submitted to the Board and being on file with the Board, thereby conferring procedural jurisdiction over the application with the Board, during which hearing the applicant was represented by Jennifer Phillips Smith, Esq., and the Board was represented by Steven Warner, Esq.;

WHEREAS, the following fact and/or expert witnesses testified under oath during the hearing, were subject to cross-examination, and the testimony of these witnesses is part of the record in this matter:

1. David Danton, KDA Architects (Applicant's architectural expert),
2. David Fleming, Marathon Engineering and Environmental Services, Inc. (Applicant's engineering expert),
3. Brian G. Lawrence, President & CEO of Fellowship Senior Living, Inc. (Applicant's representative),
4. David Schley, PP, AICP (Township Planner),
5. David Banisch, PP, AICP (Board's planning expert), and
6. Larry Plevier, PE (Board's engineering expert);

WHEREAS, members of the public, including residents of Fellowship Village and Mrs. Pinson, participated in the hearing by asking questions of witnesses and/or offering sworn comments regarding the application;

WHEREAS, the following exhibits were entered into evidence during the hearing by the applicant, are on file with the Board, and are part of the record in this matter:

- A-1 Overall Exhibit,
- A-2 Exhibit Key Map — Fitness Center Addition,
- A-3 Fitness Center Addition,
- A-4 Fitness Center and Salon Addition Floor Plans,
- A-5 Fitness Center and Salon Addition Elevations,
- A-6 Fitness Center and Salon Addition Landscape Plan,
- A-7 Fitness Center and Salon Addition Views,
- A-8 Exhibit Key Map — Club/Locker Room Renovation,
- A-9 Club Room Renovations — Floor Plans and Elevations,
- A-10 Exhibit Key Map — Pond Deck Development Area,
- A-11 Ephesus Pond Deck,
- A-12 Lighting Plan,
- A-13 Exhibit Key Map — Outdoor Recreation Area,
- A-14 Outdoor Recreation Area,
- A-15 Exhibit Key Map — Spruce Grove Area,
- A-16 Spruce Grove Area,
- A-17 Exhibit Key Map — Walking Trail/Dog Park Area,
- A-18 Dog Park and Walking Trail,
- A-19 Overall Exhibit — Parking Modification Areas, and
- A-20 Parking Modification Areas;

WHEREAS, AFTER CONSIDERING THE APPLICATION, DOCUMENTS, TESTIMONY AND EXHIBITS AS REFERENCED ABOVE, AND AFTER GIVING APPROPRIATE WEIGHT TO ALL OF SAME, AND BASED ON THE BOARD'S UNDERSTANDING OF THE APPLICABLE LAW, THE BOARD MAKES THE FOLLOWING FACTUAL FINDINGS AND LEGAL CONCLUSIONS FOR THE

PURPOSE OF MEMORIALIZING IN A WRITTEN RESOLUTION IN ACCORDANCE WITH N.J.S.A. 40:55D-10g(2) ITS ACTION IN GRANTING THE APPLICATION SUBJECT TO CONDITIONS AS SET FORTH BELOW:

A. FACTUAL FINDINGS

1. The Property, Zoning, Prior Approvals, and Existing Improvements. As set forth above, the property is a 72.569-acre irregularly shaped lot situated in the R-2 zone. The property has frontage on Allen Road (County Route 652) and Martinsville Road (County Route 525) along its southeasterly corner. There are wetlands, wetland buffers, and stream buffers on the property. Residential development is a principal permitted use in the R-2 zone pursuant to ordinance sections 21-10.4.a. 1 .(a) and -10.4.b, which incorporate by reference the residential type and bulk regulations contained in Table 401 of the zoning ordinance. Table 401 allows "standard residential" dwellings in the R-2 zone on 2-acre minimum size lots as principally permitted uses, and ordinance section 21-10.11.a provides that "standard residential development" is "development of single family detached houses." Ordinance section 21-10.4.a.3, however, allows certain conditionally permitted uses in the R-2 zone, and ordinance section 21-10.4.a.3.(e) allows CCRC's as a conditionally permitted use in accordance with the conditional use standards set forth in ordinance section 21-12.2 (containing the general standards applicable to all conditionally permitted uses) and ordinance section 21-12.3.L (containing the specific conditional use standards applicable to a CCRC). A CCRC is defined in ordinance section 21-3.1 as "the provision of lodging and nursing, medical or other related services at the same or another location to an individual 62 years of age or older, with or without a spouse or other members of the person's housekeeping unit, pursuant to an agreement effective for the life of the individual or for a period greater than one year, including mutually terminable contracts, and in consideration of the payment of an entrance fee with or without periodic charges." Ordinance section 21-12.3.L was amended by Ordinance #2248 on October 29, 2013 to provide in section 21-12.3.L.5 that a CCRC "may include personal, cultural, religious and other ancillary services customary to a CCRC" and that "these services may include uses such as clinics, therapies, wellness and educational programs, theaters, performing arts programs, restaurants, and salons." As set forth above, the Fellowship Village CCRC is situated on the property and is comprised of a number of buildings and related site improvements, including the community center, the health center building, parking areas, and stormwater management facilities. Fellowship Road provides access to the property from Allen Road. The majority of Fellowship Village was constructed after various approvals granted by the Board in 1993, 1994 and 1998. More recently, the Board granted site plan approvals for porch enclosures and roof-mounted solar panels in 2009, expansion of the dining facilities in the existing community center in 2010, parking lot improvements in 2011, and a significant expansion of the community center, health center, parking areas and stormwater management system in 2016. Fellowship Village is served by the public sewer and public water systems.

2. The Application and Proposed Development. As set forth above, the applicant has made application to the Board, requesting preliminary and final major site plan approval, conditional use approval, and exceptions from certain site plan ordinance requirements, to allow construction of the proposed development consisting of the following:

a. Fitness Center and Salon. The proposed development includes a two-story, 14,447 square foot addition to the fitness center which will expand the fitness center on the upper story and create a salon on the lower level. The construction is proposed to include wall-mounted exterior lighting, new walkways and building entrances, and an underground chamber infiltration system to supplement the stormwater facilities.

b. Club Locker Room Renovations. The proposed development includes new men's and women's locker rooms, including an approximately 180 square feet addition to the women's locker room, interior renovations, and the use and conversion of one independent living unit into locker room space, which will reduce the overall number of independent living units from 257 to 256.

c. Outdoor Trails and Observation Decks. The proposed development includes approximately 1/2 mile of walking trails, constructed of crushed stone and elevated boardwalk, in the southwesterly wetlands/meadow area of the property. The trails will include construction of seating areas and bird blinds. This aspect of the proposed development requires approval from the NJDEP and consent from the Township for relief from the existing conservation easement.

d. Dog Park. The proposed development includes a dog park adjacent to the new walking trails. The dog park will include a lawn area enclosed by a fence, a water fountain, a waste station, and related amenities.

e. Recreation Courts. The proposed development includes a bocce court, a shuffleboard court, and a pickleball court in an area near the existing swimming pool. The pickleball court is proposed to be enclosed by a 6' high fence; however, the Board determined that, at the applicant's election, the fence may be extended to up to 10' high without further approval, provided that the court, including fence, complies with the zoning requirements applicable to an accessory structure. The applicant also proposes a pergola to provide shade.

f. Spruce Grove Improvements. The proposed development includes replacement of an existing paved path with a crushed stone path and seating areas in the northerly portion of the property, amidst an existing mature grove of trees. The applicant also proposes 3.5-foot high stone piers, which the applicant agreed will be constructed within zone 2 of the existing stream buffer conservation area.

g. Ephesus Pond Deck. The proposed development also includes a 14.25-foot x 15-foot deck overlooking Ephesus Pond. The deck will include mounted lighting on the deck railing posts, and a connecting trail is proposed to connect the deck to the existing path.

i. Parking Modifications. Finally, the proposed development includes conversion of two existing ADA parking spaces to two standard spaces and the re-stripping of parking areas in Antioch Court and Beersheba Court to yield an additional three parking spaces. Applicant currently employs 171 full and part time employees. The applicant's bases for the number of parking spaces proposed is as follows. Upon completion of construction, the applicant anticipates having 185 employees (including 165 full time and 20 part time). This represents an

increase in employees based on the following assumptions: (i) 9 new employees to be hired for the previously approved, but not yet completed health center, (ii) 2 new employees for the fitness center/salon, and (iii) 3 additional employees to meet anticipated growth in demand for medical/health services. Based on those assumptions, the total number of required parking spaces would be 613.1 spaces. The site plans include 617 parking spaces.

3. **The Board's Findings as to the Conditional Use Standards and Site Plan Ordinance Requirements Which Require Board Review and Approval.** The applicant must prove that the application, site plans, other plans and other documents submitted for approval as referenced above comply with a number of conditional use standards and site plan ordinance requirements which address various issues. If the application or any of the documents do not comply with all of the conditional use standards, the applicant would have to agree to amend the application and/or documents to comply in order for the Board to retain subject matter jurisdiction of the application. Alternatively, if the applicant did not wish to amend the application and/or documents to comply, the applicant would have to seek "d(3)" conditional use variance(s) from the Board of Adjustment as any "d" type variance would divest the Board of jurisdiction over the application. As set forth below in more detail, the application, site plans and other documents submitted for approval as referenced above comply with all of the conditional use standards so that the Board has subject matter jurisdiction of the application. The application does not comply, however, with all site plan ordinance requirements. This fact does not divest the Board of subject matter jurisdiction of the application as the Board is authorized to review and grant, where warranted, requests for exceptions from site plan ordinance requirements. In this application, the applicant has sought exceptions from certain site plan ordinance requirements as discussed below in greater detail. If the Board denies the requested exceptions, the application would have to be denied. If the Board grants the exceptions, the application could be granted provided that all remaining applicable site plan ordinance requirements are complied with. The Board's specific findings on the issues of compliance with the conditional use standards and as to the requested exceptions from the site plan ordinance requirements at issue, are as follows:

a. **General Requirements for Conditional Uses.** Pursuant to ordinance section 21-12.2, in considering any request for approval of a conditional use, the Board shall give due consideration to the following: (A) Preservation of existing natural resources on the site pursuant to ordinance section 21-12.2.a; (B) Safe and efficient vehicular and pedestrian circulation, parking and loading pursuant to ordinance section 21-12.2.b; (C) Proposed screening, landscaping and locations of structures and exterior lighting pursuant to ordinance section 21-12.2.c; and (D) Exterior design of any proposed building(s) and the proposed development of the site as a whole shall conform as much as possible to surrounding buildings and developments and to such development as is permitted by right within the zone pursuant to ordinance section 21-12.2.d. In determining the conformance of proposed buildings and proposed development to existing buildings and existing development, ordinance section 21-12.2.d provides that the Board may consider such items as the use of building materials, color and fenestration, and building bulk and spacing. Ordinance section 21-12.2.d further provides that the necessity for such conformance may be mitigated by visual separation between existing and proposed buildings and development and, in any event, such conformance is not intended to discourage creativity, invention and innovation, and the conformance to any particular architectural style is not required. The Board

finds that all of the general requirements for conditional uses have been satisfied provided that the conditions set forth below are imposed and complied with.

b. **Specific Conditional Use Requirements for CCRC in the R-2 Zone.** Ordinance section 21-12.3.L contains specific requirements that must be adhered to for a continuing care retirement community in the R-2 zone. The Board finds from its review of the application, the site plans and other plans and documents, and the testimony provided at the hearing, that the applicant complies with all of the conditional use requirements set forth at 21-12.3(1)(1)417), for the reasons set forth below:

- (1) Applicant submitted the required Certificate of Authority as part of the application package.
- (2) Applicant submitted the required letter from the Department of Community Affairs that no lien has been filed against Fellowship Village.
- (3) Not applicable.
- (4) Fellowship Village includes independent living units, assisted living units, and nursing/long term care units.
- (5) Fellowship Village provides the uses set forth in this subsection, does not deny residents access to these uses, and sufficient parking is provided.
- (6) Applicant provided the relevant portion of the required Disclosure Statement.
- (7) Not applicable
- (8) Applicant complies with the age restriction requirement.
- (9) The accessory uses, both existing and proposed, are permissible.
- (10) The property complies with all the listed area, setback, and other bulk requirements.
- (11) Fellowship Village complies with the maximum and minimum number of units: 256 independent living units; 86 assisted living units; and 67 nursing/long term care beds.
- (12) All parking requirements are met.

- (13) Applicant remains compliant with the design and development regulations for multifamily residential buildings, as they remain unchanged.
- (14) Not applicable.
- (15) Applicant complies with the design and development regulations for other structures. The distance between the residential buildings and the common area building (criteria (a)) will be greater than 30' (even with the new fitness center addition) and remains compliant.
- (16) Applicant complies with the buffering and screening requirements.
- (17) Applicant complies with the requirements of this subsection as (a) Fellowship Village's water is supplied by NJ American Water Company, (b) its wastewater is treated by the Township of Bernards Sewerage Authority, and (c) Fellowship Village has frontage and direct access to Allen Road (County Route 652).

c. Exceptions from the Site Plan Ordinance Requirements Governing Average Light Intensity to Allow for the Intensity to Exceed the Maximum Allowed in Certain Location.

Pursuant to site plan ordinance section 21-41.3, the maximum average maintained horizontal illumination at residential uses for vehicular roadways is 0.4, and for sidewalks, 0.2. Applicant proposes the following average intensities at the following locations: North Patio — 2.88fc; North Entrance Area — 3.21fc; South Entrance Area — 3.21fc; Southwest Entrance Area — 3.21fc; and Pond Deck — 2.05fc. The Board's findings as to the requested exceptions are as follows. Applicant provided testimony that the proposed lighting serves an important safety purpose and that it would be impracticable to reduce the lighting at areas of ingress and egress and in walking and seating areas, particularly in areas that will be traversed by senior members of the community. As such, the Board finds that it is reasonable and within the purpose and intent of the provisions of the site plan ordinance to grant the exceptions at issue. Specifically, the Board agrees with the applicant that the lighting proposes a legitimate safety purpose and the literal enforcement of the average lighting requirement is impracticable in these specific areas.

d. Exception from Site Plan Ordinance Requirement for Six (6) Loading / Unloading Spaces.

In 2016, the Board granted an exception to allow one (1) loading space to serve the facility, whereas Ordinance section 21-39.2.a required a total of five (5) based on the total square footage of floor area. Due to the additional square footage proposed in this application, six (6) spaces would now be required. Applicant therefore again requests the exception to allow one (1) space, whereas six (6) are required. In 2016, the Board found that the applicant did not need all of the required loading / unloading spaces, and actually only needed one (1) space for safe and efficient loading and unloading. The Board finds that the same remains true;

the applicant only needs one (1) space for safe and efficient loading and unloading. As such, provided that the conditions set forth below are imposed and complied with, the Board finds that it is reasonable and within the purpose and intent of the site plan ordinance to grant the exception to allow the applicant to continue to provide only the one (1) loading / unloading space that it needs, rather than requiring five (5) additional spaces for no reason other than ordinance compliance. The Board specifically finds that the literal enforcement of the site plan ordinance requirement at issue is impracticable in this particular case because of peculiar conditions pertaining to the land in question, namely, the fact that the CCRC currently exists and has no reported loading / unloading issues and it would be unwise, imprudent and not sensible to add additional paved areas to provide additional loading / unloading spaces that are not needed for no reason other than ordinance compliance and that would create additional conflict points between trucks and senior pedestrians.

e. Compliance with all Other Ordinance Provisions. Provided that the exceptions from the site plan ordinance requirements identified above are granted, and provided further that the conditions set forth below are imposed and complied with, the Board finds that the application, site plans, architectural plans and other documents referenced above that have been submitted for approval, will comply with all applicable zoning ordinance regulations, including all conditional use standards, and all remaining applicable site plan ordinance requirements.

f. Compliance with Matters Vital to Public Health and Specific Findings per Ordinance Section 21-54.8.a.1. Provided that the conditions set forth below are imposed and complied with, the Board specifically finds in accordance with ordinance section 21-54.8.a.1 that all matters vital to the public health (provision of water, provision for sewage disposal, provision for stormwater drainage so that no additional peak runoff is discharged during a 100 year storm of 24 hour duration, and provision of an internal traffic circulation system designed to handle the traffic generated by the proposed development) will be adequately provided for and appropriately designed as part of the proposed development. The Board also specifically finds in accordance with ordinance section 21-54.8.a.1 that the proposed development is not inconsistent with the Township Master Plan, the plans respect the natural features of the site, with all environmentally sensitive lands being protected and trees respected, and that the plans do not require any density, bulk, use or any other "d" type variances.

B. LEGAL CONCLUSIONS

1. **Conclusions as to the Exceptions.** The Board's conclusions as to the requested exceptions from site plan ordinance requirements at issue are as follows:

a. **Standards for Considering the Exceptions.** N.J.S.A. 40:55D-51a and b provide that the Board, "when acting upon applications for preliminary subdivision or site plan approval shall have the power to grant such exceptions from the requirements for subdivision or site plan approval "as may be reasonable and within the general purpose and intent of the provisions for site plan review and approval" if "the literal enforcement of one or more provisions of the ordinance is impracticable or will exact undue hardship because of peculiar conditions pertaining to the land in question."

b. **Conclusions to Grant of Exceptions.** As set forth above in the factual findings, the Board found that the literal enforcement of the site plan ordinance requirements at issue is impracticable because of peculiar conditions pertaining to the property. The Board further found that granting the exceptions will be reasonable and within the general purpose and intent of the provisions for site plan review provided that the conditions set forth below are imposed and complied with. As such, the Board concludes that it can and should grant the exceptions at issue, subject to the conditions set forth below being imposed and complied with.

2. **Conclusions as to Conditional Use Review and Preliminary and Final Site Plan Review.** The Board's conclusions as to conditional use review and preliminary and final site plan review are as follows:

a. **Standards for Conditional Use Review and Preliminary and Final Site Plan Review.** N.J.S.A. 40:55D-67a provides that a zoning ordinance may provide for conditional uses which shall be granted by the Board if the applicant meets "definite specifications and standards which shall be clearly set forth with sufficient certainty and definiteness..." in the ordinance. A "conditional use" is a "use permitted in a particular zone, but only upon certain conditions." Omnipoint v. Bedminster Board of Adjustment, 337 N.J. Super. 398, 413 (App. Div. 2001), certif. denied, 169 N.J. 607 (2001). The Board must thus determine whether the proposed conditionally permitted use complies with all conditional use requirements set forth in the ordinance. N.J.S.A. 40:55D-67b provides that the "review by the planning board of a conditional use shall include any required site plan review." N.J.S.A. 40:55D-46b and 50a are the focal points for consideration of the preliminary and final site plan applications. N.J.S.A. 40:55D-46b provides that the Board "shall" grant preliminary site plan approval if the proposed development complies with all provisions of the applicable ordinances. Similarly, N.J.S.A. 40:55D-50a provides that final site plan approval "shall" be granted if the detailed drawings, specifications, and estimates of the application conform to the standards of all applicable ordinances and the conditions of preliminary approval. Thus, if the application complies with all ordinance provisions, the Board must grant conditional use approval as well as site plan approval. Conversely, if the application does not comply with all ordinance provisions, the Board must deny approval. CBS Outdoor, Inc. v. Lebanon Planning Board / Board of Adjustment, 414 N.J. Super. 563, 582 (App. Div. 2010) (dealing with conditional use approval); Cortesini v. Hamilton Planning Board, 417 N.J. Super. 201, 215 (App. Div. 2010) (dealing with site plan approval). However, there are exceptions:

(1) The first exception is where an application does not comply with all ordinance regulations and/or requirements but the applicant requests relief in terms of variances or exceptions. In the event that the Board grants the relief to allow the ordinance deviation, the Board then must review the application against all remaining ordinance regulations and requirements and grant approval if the application complies with all such remaining ordinance provisions.

(2) The second exception is where the application does not comply with all ordinance regulations and requirements but a condition can be imposed requiring a change that will satisfy the ordinance provisions at issue. In that case, the Board can either grant approval on the condition that the application is revised prior to signing the plan to comply with

the ordinance provisions at issue or the Board can adjourn the hearing to permit the applicant the opportunity to revise the plans to comply with the ordinance provisions prior to the Board granting approval. However, there are exceptions to this exception:

(a) First, while N.J.S.A. 40:55D-46a allows the site plan and engineering documents required to be submitted to be in "tentative form" for "discussion purposes for preliminary approval," including allowing architectural drawings to be in preliminary form, the Board cannot grant preliminary approval subject to later submission of additional information which is fundamental to an essential element of a development plan. The reason for this is because, at the time of preliminary review, the Board is under an obligation to deal with matters vital to the public health and welfare such as stormwater drainage, sewage disposal, water supply, and traffic circulation safety, which would include access and circulation for fire trucks. See, Field v. Franklin Twp., 190 N.J. Super. 326, 332-333 (App. Div. 1983) ("Certain elements — for example, drainage, sewage disposal and water supply — may have such a pervasive impact on the public health and welfare in the community that they must be resolved at least as to feasibility of specific proposals or solutions before preliminary approval is granted"), certif. denied, 95 N.J. 183 (1983); D'Anna v. Washington Twp. Planning Board, 256 N.J. Super. 78, 83-84 (App. Div. 1992) (without percolation tests being submitted, stormwater drainage and septic disposal, matters vital to the public health and welfare, could not be resolved), certif. denied, 130 N.J. 18 (1992); Dowel Associates v. Harmony Twp., 403 N.J. Super. 1, 30-32 (App. Div. 2008), certif. denied, 197 N.J. 15 (2008) (upholding the trial court's ruling that "feasibility is something less than permissibility," and holding that essential elements of a development that are vital to public health and safety such as stormwater drainage and sewerage disposal must be resolved "at least as to feasibility of specific proposals" prior to preliminary approval being granted); Morris County Fair Housing Council v. Boonton Twp., 228 N.J. Super. 635, 642-645 (Law Div. 1988) (affirming a planning board's denial of preliminary site plan approval for an affordable housing development because the applicant failed to calculate the stormwater flow so could not prove the feasibility of its stormwater management plan, which the court found was a fundamental element of the development and had to be resolved prior to preliminary approval).

(b) Second, if information and/or plans related to such essential elements of the development plan have not been submitted to the Board in sufficient detail for review and approval as part of the site plan review process, preliminary approval must also be denied. Field, 190 N.J. Super. at 333.

(c) Third, as the burden of proof is on the applicant, Ten Stary Dom v. Mauro, 216 N.J. 16, 30 (2013), an applicant is required to prove entitlement to an approval at the time of the hearing on the application. Promises from an applicant about future potential compliance is not permitted under the MLUL. CBS Outdoor, Inc. v. Lebanon Planning Board, 414 N.J. Super. 563, 582 (App. Div. 2010).

(d) Fourth, the Board cannot grant final approval subject to later submission of the required detailed drawings and specifications because they are required to be submitted ahead of time pursuant to N.J.S.A. 40:55D-50a, which provides for final approval of "detailed drawings [and] specifications" if application "conform[s] to the standards of all applicable ordinances and the conditions of preliminary approval." See also, N.J.S.A. 40:55D-4

which defines "final approval" as the action of the Board taken "after all conditions, engineering plans and other requirements of have been completed or fulfilled" That said, boards do have authority to condition site plan and subdivision approval on review and approval of changes to the plans by Board's experts so long as the delegation of authority for review and approval is not a grant of unbridled power to the expert to approve or deny approval. Lionel Appliance Center, Inc. v. Citta, 156 N.J. Super. 257, 270 (Law Div. 1978). As held by the court in Shakoor Supermarkets, Inc. v. Old Bridge Tp. Planning Board, 420 N.J. Super. 193, 205-206 (App. Div. 2011): "The MLUL contemplates that a land use board will retain professional consultants to assist in reviewing and evaluating development applications" and using such professional consultants to review and evaluate revised plans "was well within the scope of service anticipated by the applicable statutes. It was the Board, and not any consultant, that exercised the authority to approve the application."

b. **Conclusions as to Conditional Use Review and Preliminary and Final Site Plan Review.** As set forth above in the factual findings, provided that the Board grants the requested exceptions from the site plan ordinance requirements at issue, the Board found that the proposed development and plans referenced above along with all other documents submitted for approval will comply with all applicable zoning ordinance regulations, including conditional use standards, and all remaining applicable site plan ordinance requirements provided, however, that the conditions set forth below are imposed and complied with. As the Board has concluded that the requested exceptions can and should be granted, the Board further concludes that conditional use approval and preliminary and final site plan approval of the plans referenced above along with the other documents submitted for approval can and should be granted, subject to the conditions set forth below being imposed and complied with.

3. **Imposition of Conditions.** A land use board has inherent authority to impose conditions on any approval it grants. North Plainfield v. Perone, 54 N.J. Super. 1, 8-9 (App. Div. 1959), certif. denied, 29 N.J. 507 (1959). Further, conditions may be imposed where they are required in order for a board to find that the requirements necessary for approval of the application have been met. See, Alperin v. Mayor and Tp. Committee of Middletown Tp., 91 N.J. Super. 190 (Ch. Div. 1966) (holding that a board is required to impose conditions to ensure that the positive criteria is satisfied); Eagle Group v. Zoning Board, 274 N.J. Super. 551, 564-565 (App. Div. 1994) (holding that a board is required to impose conditions to ensure that the negative criteria is satisfied). Moreover, N.J.S.A. 40:55D-49a authorizes a board to impose conditions on a preliminary approval, even where the proposed development fully conforms to all ordinance requirements, and such conditions may include but are not limited to issues such as use, layout and design standards for streets, sidewalks and curbs, lot size, yard dimensions, off-tract improvements, and public health and safety. Pizzo Mantin Group v. Township of Randolph, 137 N.J. 216, 232-233 (1994). See, Urban v. Manasquan Planning Board, 124 N.J. 651, 661 (1991) (explaining that "aesthetics, access, landscaping or safety improvements might all be appropriate conditions for approval of a subdivision with variances" and citing with approval Orloski v. Ship Bottom Planning Board, 226 N.J. Super. 666 (Law Div. 1988), aff'd o.b., 234 N.J. Super. 1 (App. Div. 1989) as to the validity of such conditions.); Stop & Shop Supermarket Co. v. Springfield Board of Adj., 162 N.J. 418, 438-439 (2000) (explaining that site plan review "typically encompasses such issues as location of structures, vehicular and pedestrian circulation, parking, loading and unloading, lighting, screening and landscaping" and that a board may impose appropriate conditions and restrictions based on those issues to minimize possible intrusions or

inconvenience to the continued use and enjoyment of the neighboring residential properties). Further, municipal ordinances and Board rules also provide a source of authority for a board to impose conditions upon a development approval. See, Cox and Koenig, New Jersey Zoning and Land Use Administration (Gann 2021), sections 28-2.2 and 28-2.3 (discussing conditions limiting the life of a variance being imposed on the basis of the Board's implicit authority versus by virtue of Board rule or municipal ordinance). Finally, boards have authority to condition site plan and subdivision approval on review and approval of changes to the plans by Board's experts so long as the delegation of authority for review and approval is not a grant of unbridled power to the expert to approve or deny approval. Lionel Appliance Center, Inc. v. Citta, 156 N.J. Super. 257, 270 (Law Div. 1978). As held by the court in Shakoor Supermarkets, Inc. v. Old Bridge Tp. Planning Board, 420 N.J. Super. 193, 205-206 (App. Div. 2011): "The MLUL contemplates that a land use board will retain professional consultants to assist in reviewing and evaluating development applications" and using such professional consultants to review and evaluate revised plans "was well within the scope of service anticipated by the applicable statutes. It was the Board, and not any consultant, that exercised the authority to approve the application." The Board concludes that the conditions set forth below are warranted on all of the above bases.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD BY MOTION DULY MADE AND SECONDED ON APRIL 6, 2021 THAT THE FOLLOWING RELIEF IS GRANTED, SUBJECT TO THE FOLLOWING CONDITIONS:

C. RELIEF GRANTED

1. Grant of Exceptions from the Site Plan Ordinance Requirements for Average Intensity of Lighting to Allow for Greater Intensity than Permitted. Subject to the conditions set forth below, the Board hereby grants exceptions from the requirement in site plan ordinance section 21-41.3 to permit the average intensity of the lighting in certain locations to exceed 0.2fc. More specifically, to allow average intensity as follows: 2.88fc at the North Patio; 3.21 fc at the North Entrance Area; 3.21 fc at the South Entrance Area; 3.21 fc at the Southwest Entrance Area; and 2.05 fc at the Pond Deck.

2. Grant of Exception from Site Plan Ordinance Requirement for Six (6) Loading / Unloading Spaces to Allow Just One (1) Loading Space. Subject to the conditions set forth below, the Board hereby grants an exception from the requirement in site plan ordinance section 21-39.2.a for six (6) total loading spaces to allow just one (1) loading space.

3. Grant of Conditional Use Approval. Subject to the conditions set forth below, the Board hereby grants conditional use approval for the proposed development as reflected on the plans referenced above after they are subsequently signed by the Board Secretary, and as reflected on the documents submitted for approval as referenced above after they have been revised in accordance with the conditions of the within approval.

4. Grant of Preliminary and Final Site Plan Approval. Subject to the conditions set forth below, the Board hereby grants preliminary and final site plan approval for the proposed development as reflected on the plans referenced above after they are subsequently signed by the Board Secretary, and as reflected on the documents submitted for approval as

referenced above after they have been revised in accordance with the conditions of the within approval.

D. CONDITIONS

1. Revisions to the Plans and Other Documents Submitted for Approval.

Revisions to the documents referenced below shall be made to incorporate the comments emanating in the following letters and/or memos prepared by the following Board and/or Township professionals and as required by the conditions set forth below, and to the satisfaction of the Board expert(s) who filed the report or testified as well as to the satisfaction of the Township Engineer and Township Planner, with the revisions being made to all of the documents and the site plans being signed no later than December 8, 2021 (which is six (6) months from the date the within resolution was adopted on June 8, 2021), and only after the revisions have been made to all of the documents. In the event that the applicant fails to revise the documents as required and/or fails to obtain signatures on the site plans within said time period, or extension thereof as granted by the Board, the approvals granted in the within resolution shall expire and become automatically null and void. (The Board notes that, in the absence of the within time limitation condition, it would decline to grant conditional approvals and, instead, would continue the hearing on an application for no more than a six month period to provide the applicant with the opportunity to revise the plans and documents and, failure by the applicant to resubmit same to the Board within that period or submission within that period but failure of the applicant to make all the required revisions, would result in denial of the Application.) Any dispute(s) concerning satisfaction of any conditions related to the revisions of the plans and documents may be brought to the Board for resolution by written letter Application submitted by the Applicant without the necessity for public notice but on written notice to the Township Engineer and Township Planner. The required revisions are as follows:

a. Revisions listed in the memo to the Board from Larry Plevier, PE, CME (Board Engineer), dated March 24, 2021, including:

Zoning & Overview Plan, Sheet 2:

- i. A parking count calculation shall be provided for the Parking Analysis table to demonstrate compliance with ADA design standards for ADA parking stalls, as the project proposes to remove two (2) existing ADA stalls in the Main Entrance Parking Modification Area.
- ii. The project proposes the construction of five (5) new standard parking stalls. Therefore, the Parking Analysis table shall identify between the existing parking stall counts and the proposed parking stall counts.

Site Plan - Fitness Center Addition, Sheet 3:

- i. The proposed width for the new concrete walkway shall be provided on the plan.
- ii. The proposed material for the stairway and lower landing area at the southwest corner of the new Fitness Center shall be identified on the plan.
- iii. The proposed elevated patio with railing on the north side of the Fitness Center shall be identified on the plan.

- iv. The proposed removal of the existing walkway shall be identified on the plan for the installation of the new concrete walkway at the southeast corner of the new Fitness Center.

Site Plan - Recreation & Spruce Grove, Sheet 4:

- i. The proposed concrete curb with weep holes for the new bocce court shall be identified on the plan.
- ii. The proposed pergola for the pool area shall be provided on the plan.

Site Plan — Dog Park & Walking Trails, Sheet 5:

- i. Proposed spot grades and/or notes about pitching the new asphalt pavement to the existing storm inlets shall be provided on the Antioch Court Parking Modification and the Beersheba Court Parking Modification inset plans.
- ii. Proposed ADA curb ramps with detectable warning surfaces and flush curbing shall be provided for the new concrete sidewalks for both the Antioch Court Parking Modification plan and the Beersheba Court Parking Modification plan.

Grading & Utility Plan — Fitness Center Addition, Sheet 6:

- i. The proposed roof drain system on the plan does not correspond with the roof pitch as shown on the architectural elevation views. The proposed roof line for the new Fitness Center Addition appears to direct roof runoff toward the middle of the new addition. Therefore, the roof leaders as shown on the plan will not collect roof runoff for conveyance to the subsurface detention basin. The plan shall be revised accordingly.
- ii. The Fitness Center Addition appears to conflict with existing roof drainage system piping for the Community Center. The plan shall be revised to depict relocated and/or reconstructed existing roof drainage system components for the Community Center.
- iii. The proposed subsurface stormwater BMP basin appears to conflict with the existing roof drainage system pipe network for the Community Center. The plan shall be revised to depict relocated and/or reconstructed existing roof drainage system components for the Community Center.
- iv. The Fitness Center Addition conflicts with an existing cleanout assembly. If the existing cleanout is for an existing sanitary sewer lateral, the applicant shall address the conflict with the existing sanitary sewer. If the cleanout is for the existing roof drainage system, the plan shall be revised to depict relocated and/or reconstructed existing roof drainage system components.
- v. The existing 105 linear feet of 24" diameter RCP storm sewer running along the proposed west wall of the Fitness Center Addition shall be identified as being removed.
- vi. In accordance with the soil log information for B-1, the seasonal high water table elevation in the area of the proposed subsurface BMP basin is approximately 244', and the proposed bottom of the stone field for the BMP is elevation 240.75'. In accordance with the NJ Stormwater Best Management Practices (BMP) Manual, the infiltration basin requires a two (2) foot separation from the bottom of the basin to the seasonal high groundwater elevation. The discrepancy shall be addressed.

- vii. The plan shall identify the existing storm manhole as being reconstructed to accommodate the proposed 24" diameter RCP and removal of the existing 24" diameter RCP storm sewer.
- viii. The proposed storm sewer network appears to be back-pitched with the proposed storm manhole which is downstream of the storm inlet and west of the proposed Fitness Center Addition as the low point. The applicant shall verify the storm sewer design and either revise the plans to provide positive storm sewer pitch to the existing downstream network or provide information on the current design which will surcharge the proposed inlet as the point of discharge.
- ix. The proposed slope gradient for the storm sewer pipe run between the low-point manhole (identified above) and the doghouse storm manhole does not correspond with the proposed invert elevations and pipe run length. The discrepancy shall be addressed.
- x. Additional proposed spot grades and top of wall elevations shall be provided near the eastern retaining wall for the lower level entry point at the southwest corner of the new Fitness Center Addition.
- xi. The proposed elevations along the west wall of the Fitness Center Addition has 2.2' of fill at the southwest corner and 3' of fill at the northwest corner of the building, but the architectural plans depict windows and a flat grade along the west wall of the Fitness Center Addition. The discrepancy shall be addressed.
 - a. Information shall be provided on the plan for the two (2) proposed manholes associated with the subsurface BMP basin for the both the upstream and downstream ends.
- xii. The new doghouse storm manhole provides an invert elevation of 243.25' for an 18" pipe, but the plans do not propose any 18" diameter storm sewer. The discrepancy shall be addressed.
- xiii. Profiles for the proposed storm sewer pipe runs shall be provided, and all profiles shall depict any applicable utility crossings.
- xiv. In accordance with the NJ Stormwater BMP Manual, an inspection port extending into the subsoil shall be provided for the subsurface infiltration BMP, and the plan shall be revised to identify the inspection port with a note regarding extending the inspection port into the subsoil.

Grading & Utility Plan — Recreation & Spruce Grove, Sheet 7:

- i. In accordance with the detail on the architectural plans, the proposed pickleball court shall have a 1.0% cross slope toward the stormwater BMP basin, and the plans, including the proposed spot grades, shall be revised accordingly.
- ii. The two (2) existing apparent sanitary sewer lateral cleanouts conflicting with the bocce court, including one (1) in the court and one (1) in the proposed concrete walk area, shall be reconstructed within a cast iron access frame and cover box. The plan shall be revised accordingly.
- iii. The proposed surface infiltration basin BMP shall have a minimum six (6) thick sand bottom in accordance with the NJ Stormwater BMP Manual, and the plan shall be revised accordingly.
- iv. The Stormwater Management Report indicates a 15' long broad-crested weir at elevation 248.85', but the plan does not appear to depict a weir or spillway for the

basin. The only apparent location for a spillway weir would be on along the west side of the surface infiltration BMP toward the existing low points with storm inlets. However, the proposed grading shall clearly depict an overflow weir condition(s) at this location. The discrepancy shall be addressed.

Grading & Utility Plan — Dog Park & Walking Trails, Sheet 8:

- i. The proposed width of the asphalt pathway shall be provided on the Deck Overlook Plan View.

Site Details, Sheet 9:

- i. A storm inlet detail shall be provided.
- ii. An asphalt walkway detail shall be provided.
- iii. A retaining wall detail shall be provided.
- iv. A cross section detail for the proposed surface infiltration basin shall be provided.
- v. An ADA curb ramp detail shall be provided.
- vi. A detectable warning surface detail shall be provided.
- vii. A flush curb detail for the ADA curb ramp shall be provided for the proposed block curbing.
- viii. A detail for the access box for sanitary sewer cleanouts shall be provided.
- ix. A parking stall pavement section detail shall be provided.

- x. The details and section views for the ADS stormwater chamber details shall show and identify filter fabric for the top and sides of the surrounding stone field in accordance with the NJ Stormwater BMP Manual.

Stormwater Management Facilities Maintenance Manual:

- i. Section III.B.4 of the Maintenance Manual shall be revised for dewatering operations to include a reference to the implementation of temporary soil erosion and sediment control measures (i.e. haybales, filter bags, etc.) during any required dewatering operations.
- ii. Note 1 for the SWMF Maintenance Equipment and Material Costs tables in the Manual shall be revised to reference 2020, which is the date of the report.
- iii. The Manual shall include a reference and narrative on the proposed subsurface infiltration basin system, and the Manual shall include an appendix with operation and maintenance material provided from the system manufacturer for the subsurface storage / infiltration chamber BMP.

Stormwater Management Report:

- i. In accordance with the hydrologic and hydraulic (H&H) model, the proposed impervious surface for the project has an overall total aggregate value of 12,115 square feet or 0.278 acres. Therefore, the project is defined as a Major Development, which is creation of one-quarter acre or more of regulated impervious surface since February 2, 2004, and must comply with the rules of N.J.A.C. 7:8 — Stormwater Management.

- ii. The only routing device for the proposed stormwater BMP basin for the Fitness Center Addition is exfiltration into the surrounding soils. However, the site plan and details depict a pipe connection to the downstream system with a 24" diameter discharge pipe at elevation 244.00', which would be a secondary outflow device. The discrepancy shall be addressed.
- iii. Review comment C.5.f above shall be addressed regarding the minimum required two (2) foot separation from the seasonal high groundwater table elevation and the bottom of the infiltration BMP for the subsurface ADS storage chamber system.
- iv. Soil permeability testing in accordance with Chapter 12 — Soil Testing Criteria of the NJ Stormwater BMP Manual shall be provided to justify the use of the 1" per hour exfiltration rate for the H&H model for both proposed infiltration BMPs.
- v. The proposed walkway areas for the Fitness Center Addition, including the elevated patio area, are not tributary to the proposed subsurface BMP without a collection or conveyance storm sewer. The H&H model indicates that the proposed walkways are tributary to the infiltration BMP for the Fitness Center Addition, and the discrepancy shall be addressed.
- vi. The applicant shall verify that the proposed contributory area for walkways in the H&H model for the Fitness Center Addition includes the area of the elevated patio area on the north side of the addition.
- vii. In accordance with the NJ Stormwater BMP Manual, a second profile pit shall be completed within the footprint of the stormwater BMP for the Fitness Center Addition to verify the seasonal high groundwater table and for soil permeability testing.
- viii. In accordance with N.J.A.C. 7:8-5.2.(h), the engineer shall address groundwater mounding with an analysis for the infiltrating of stormwater with the proposed stormwater BMPs, including any impacts on proposed or existing foundations for adjacent structures.
- ix. To accurately size the proposed surface infiltration BMP basin near the proposed recreational courts, the H&H model shall consider all tributary upstream drainage areas including upstream lawn areas contributing runoff volumes to the proposed BMP basin.
- x. The 24" diameter outlet pipe for the subsurface detention basin is located 3.25 feet above the bottom of the stone field, and the NJ Stormwater BMP Manual only allows a maximum depth of two (2) feet of stored runoff for exfiltration from a infiltration BMP. The discrepancy shall be addressed.
- xi. In accordance with N.J.A.C. 7:8-5.3, the Stormwater Management Report shall be revised to include narrative on the compliance with Green Infrastructure standards.
- xii. In accordance with N.J.A.C. 7:8-5.4, the Stormwater Management Report shall be revised to include narrative and calculations for compliance with groundwater recharge standards.

b. Revisions listed in the letter to the Board from Mark Sylvester, Fire Official, dated March 4, 2021, including:

- i. Install an automatic fire sprinkler system in the fitness center addition as per NFPA 13.

- ii. Add a note to the plans stating that the fitness center must be registered with the NJ Division of Fire Safety as a Life Hazard Use. Ensure this registration is completed prior to opening. This must be completed in conjunction with the Fire Official.
- iii. Add "No Parking Fire Lane" signs as required along rear access road adjacent to the addition.
- iv. Add a note to the plans stating that the applicant shall contact the Fire Official to arrange a walk-through of the fitness center addition just before completion of construction to allow for emergency pre-planning by the fire company.

c. Revisions listed in the memorandum to the Board from David Schley, PP, AICP (Township Planner), dated March 25, 2021, including:

- i. Sheet 1 — Amend the Sheet Index to include the landscape, lighting, and architectural plans.
- ii. Sheet 2 — Amend General Site Note 9 to include: "Accessible routes shall comply with the New Jersey Uniform Construction Code. In the event an improvement designed for handicapped accessibility is not subject to the NJUCC, the applicant's engineer shall certify that the improvement has been constructed in compliance with all applicable standards and guidelines of the Americans with Disabilities Act, prior to final approval by the Township."
- iii. Sheet 2 — The Parking Analysis shall be amended to specify the number of existing parking spaces, and the applicant shall check/confirm the existing and proposed parking counts.
- iv. Sheet 2 — Add schedules/analyses showing required/existing/proposed handicapped parking and loading space information.
- v. Sheet 3 — Add a tree removal/replacement schedule, and add a note confirming that the fitness center addition is the only project area where trees will be removed (or revise the plans to show tree removal in other areas). The proposed removal of six 10" caliper trees requires 12 replacement trees. As shown on the landscape plans, the applicant proposes to plant 37 qualifying replacement trees.
- vi. Sheet 3 — Add the following tree replacement/preservation notes:
 - a. All construction activity shall comply with the tree removal and protection standards of Section 21-45.
 - b. If during construction, it is determined by the applicant and the Township Engineer that a tree designated for removal can be preserved, said tree shall be protected in accordance with Township standards. Appropriate credit shall be given toward the tree replacement requirements if the tree is preserved.

- c. If during construction, it is determined by the Township Engineer that a tree designated for preservation cannot be protected in accordance with Township standards, the tree shall be removed and replacement trees shall be required.
- vii. Sheets 3, L0.0, A0.1 & A0.2 — Show/label the proposed fitness patio, which appears to be mentioned only in the Building Area Summary on sheets A0.1 and A0.2.
- viii. Sheet 4 — Check/confirm the dimensions in the main entrance parking modification plan, where two handicapped parking spaces totaling 21' wide are shown to be restriped as two 11' wide regular spaces. Specify removal of the handicapped parking signage, and removal/restoration of the ramp/depressed curb.
- ix. Sheet 4 — In the Spruce Grove plan, show/label zone one (25' wide along the pond) and zone two (50' added to zone one) of the 75' wide stream buffer conservation area, and confirm that all proposed stone piers are not within zone one. The piers are permitted only in zone two.
- x. Sheets 4 & 5 — In the Spruce Grove and Deck Overlook plans, add a note confirming that the water body in each location does not require a riparian zone pursuant to NJDEP Flood Hazard Area Control Act Rules, or show the required riparian zone and document compliance with all applicable rules.
- xi. Sheets 4 & L0.0 — In the Spruce Grove plan, show/label the low level illumination indicated in the application narrative. The plans appear to show existing bollard lights.
- xii. Sheets 4, A0.2 & A0.5 — Show/label the proposed pergola, which appears to be shown only on the landscape plans.
- xiii. Sheet 5 — Show parking space and sidewalk dimensions in the parking modification plans.
- xiv. Sheet A0.2 — Amend the Building Area Summary to identify the floor area of the residential unit that will be converted to men's club locker room.
- xv. Sheet A0.3 — In the Key Plan, revise the label/arrow for the west side elevation.
- xvi. Sheets A0.3 & A.05 — Identify colors of proposed exterior building materials.
- xvii. Add notes to the appropriate plan sheet stating the existing Detention Basin, Drainage & Access Easement shall be amended to reflect the proposed stormwater management facilities, and the existing Conservation Easement shall be amended if deemed necessary by the Township to reflect any construction within wetlands and wetlands transition areas approved by NJDEP.

d. Comments by Board Members During the Hearing regarding revision of the Boardwalk/Trail Location and Bird Blind Location and Extension of Fence:

(1) Upon consultation with applicant's neighbor, Mrs. Pinson, applicant has agreed to relocate the bird blind that was proposed to be near the property line between the property and Mrs. Pinson's home on Block 9401, Lot 8. Specifically, the bird blind shall be moved north and west to a location that is near a proposed bend in the trail, closer to Block 9401, Lot 7.

(2) In addition, to provide greater screening, the existing wood fence along the property line of Block 9401, Lot 8 shall be extended approximately 50 feet to the agreed upon pine tree, which served as an agreed upon marker between applicant and Mrs. Pinson.

(3) Finally, the proposed trails shall be shifted slightly to the north so that no portion of the trail will be within 50 feet of the property line to Block 9401, Lot 8.

e. Other Plan Revisions. The following additional plan revisions shall be made:

(1) Applicant shall revise the plans to provide a detail for the proposed stormwater basin system.

(2) Applicant shall revise the grading plans to provide additional contours around the fitness center and Ephesus Pond deck walkways and shall adjust the location of the proposed walkways, if practicable, to minimize the slope of the walkways.

2. Samples of Building Facade Materials. Applicant shall provide samples of the building façade materials to the Township Engineer prior to commencement of construction. The materials shall be reasonably similar to the materials shown on the application plans or will stylistically match the existing facades of the buildings.

3. Approvals Related to the Trail System. Applicant shall obtain all required approvals and/or permits from the New Jersey Department of Environmental Protection and the Township of Bernards to construct the trail system (the "**additional walkway approvals**"). This shall include consent from the Township under the existing Conservation Easement that was previously granted for the area in which the trails will be constructed and may require an amendment to the Conservation Easement. A delay in the receipt of the additional walkway approvals, presuming all other conditions have been fulfilled, shall not prohibit applicant from commencing construction on the other proposed improvements that do not impact the conservation easement area or the regulated wetlands.

4. Emergency Access Agreement. Applicant shall make a request to the owner of property located at Block 9301, Lot 32 to enter into a formal agreement to allow for shared emergency access between the properties. Although the Board encourages the parties to enter into a formal agreement, the applicant's request to the other property owner is sufficient to fulfill this condition of approval.

5. Fire Lanes. Applicant shall repair the fire lanes adjacent to and west of the main campus building once construction has been completed.

6. Silt Stockings for Soil Erosion. Applicant shall use silt stockings as a mechanism to prevent soil erosion during construction.

7. Design, Construction and Location of Improvements. The applicant shall be required to design, construct and locate all elements of the proposed development and all improvements in substantial conformity with the plans referenced above after they have been revised in accordance with the conditions set forth in the within resolution.

8. Landscaping to Conform to Landscaping Plan and Be Maintained. All landscaping on the property, after installation of the additional landscaping shown on the plans and as required by the conditions of the within resolution, shall conform to and be in accordance with the landscape plan approved and signed by the Board, which landscape plan shall include any and all revisions required by the conditions set forth in the within resolution. Prior to the issuance of a permanent certificate of occupancy, completion or compliance (whichever is applicable) and prior to the release of any performance guaranty, the landscaping shall be installed and a two (2) year maintenance guaranty in a form acceptable to the Township Attorney and in an amount acceptable to the Township Engineer, shall be posted with the Township. If the applicant applies for a certificate of occupancy during a non-planting season, the applicant may obtain a temporary certificate of occupancy without installation of the landscaping but if and only if the applicant posts a performance guaranty in a form acceptable to the Township Attorney and in an amount acceptable to the Township Engineer guaranteeing installation of the landscaping during the next planting season and further guaranteeing the subsequent posting of a two (2) year maintenance guaranty. The applicant shall have a continuing obligation to maintain all landscaping in perpetuity for its intended purpose (i.e., for screening if planted for buffering purposes or for aesthetics if planted for enhancement purposes), which shall include but not be limited to repairing and/or replanting to the satisfaction of the Township Planning / Engineering Department any and all landscaping that becomes damaged and/or dies. (This continuing maintenance obligation is in addition to, and notwithstanding, the fact that a maintenance guarantee may or may not be required in any particular application.) In the event that Township Planning / Engineering Department personnel determine that utilization of an outside expert (e.g. Board landscape architectural expert) is necessary to fulfill the intent of this section, all costs and expenses of such outside experts shall be reimbursed to the Township by the applicant.

9. Night Light Test. In lieu of the Board's standard night light test condition, the following condition shall be complied with. Applicant shall provide copies of the light fixture manufacturer specifications for all new exterior light fixtures to the Township Engineer for review and approval prior to installation of the new light fixtures. After installation of the new exterior light fixtures, the applicant shall provide written certification that the installed fixtures are in accordance with the approved manufacturer specifications.

10. Submission of Digital Plans. The applicant shall submit digital copies of all plans and documents in formats acceptable to the Township Engineering Department.

11. Affordable Housing Development Fees Pursuant to Ordinance Section 21-86. The within approvals may be subject to affordable housing development fees pursuant to ordinance section 21-86, as applicable. In this case, the applicant may be required to pay an affordable housing non-residential development fee into the Township's affordable housing trust fund as required by applicable law, consisting of a payment of 2.5% of the increase in assessed value of the property after the installation of the improvements, 50% of which fee is payable prior to the issuance of a construction permit, and 50% of which fee is payable prior to the issuance of a certificate of occupancy, completion or approval (whichever is applicable). Nothing in this condition shall prohibit the applicant from claiming any statutory exemptions from paying the nonresidential development fee, such as any applicable exemptions for recreational facilities, community centers, or senior centers.

12. Easements, Dedications, Conveyances and Restrictions. Any easements, dedications and conveyances shown on the plans and/or required by the within conditions, including but not limited to the required amended Detention Basin, Drainage & Access Easement and any required amended Conservation Easement, shall be made and are subject to approval by the Township Attorney (who shall have the option in his discretion of preparing the documents himself) and shall then be recorded with the Somerset County Clerk. Said documents shall specifically outline the grant of the easement, dedication and/or conveyance and its purpose and shall contain a metes and bounds description and a map of the easement, dedication and/or conveyance area. The amended Detention Basin, Drainage & Access Easement shall include the SWFM manual, which shall be subject to review and approval by the Board Engineering Expert. All such documents shall be recorded prior to issuance of any zoning and/or construction permits for the portion of the proposed development impacted by the easement. Upon completion of the recording process, the recorded easement(s) shall be transmitted to the Township Clerk for maintenance with other title documents of the Township.

13. Escrow Fees. Any and all outstanding escrow fees shall be paid in full and the escrow account replenished to the level required by ordinance within 10 days of the adoption of the within resolution, within 10 days of written notice that a deficiency exists in the escrow account, prior to signing the plans, prior to the issuance of a zoning permit, prior to the issuance of construction permits, and prior to the issuance of a temporary and/or permanent certificate of occupancy, completion or compliance (whichever is applicable).

14. Pre-Construction Meeting. The applicant shall attend a pre-construction meeting with the Township Engineering Department prior to the start of any construction activity.

15. Time to Obtain Construction Permits and Commence and Complete Construction. The applicant shall apply for and obtain a construction permit(s) for all components of the proposed development by June 8, 2023 (which is within two (2) years of the date the within is adopted on June 8, 2021). If during said two (2) year period, or extension thereof as granted by the Board, the applicant fails to obtain a construction permit(s), the within approvals shall automatically expire and become null and void. The applicant shall have 18 months from the date of the issuance of each construction permit to commence construction and obtain a permanent certificate of occupancy, completion or approval (whichever is applicable). If during said 18-month period(s), or extension thereof as granted by the Board, work is not commenced and/or a

permanent certificate of occupancy, completion or approval (whichever is applicable) is not obtained, the within approvals shall automatically expire and become null and void.

16. **Subject to Other Governmental Agency Approvals and Permits.** The within approvals are subject to and shall be conditioned upon the applicant obtaining approvals and/or permits from all applicable agencies and/or departments including (if applicable) but not necessarily limited to the following municipal, county and/or state agencies and/or departments:

a. Somerset-Union Soil Conservation District. Somerset - Union Soil Conservation District certification / approval of the soil erosion and sediment control plan. A copy of the certification shall be submitted prior to issuance of any zoning and/or construction permits for any aspect of the proposed development.

b. Somerset County Planning Board. Somerset County Planning Board unconditional approval of all aspects of the proposed development within its jurisdiction. A copy of Somerset County Planning Board unconditional site plan approval shall be submitted prior to issuance of any zoning and/or construction permits for any aspect of the proposed development.

c. NJDEP. NJDEP approval of all aspects of the proposed development within its jurisdiction.

d. Bernards Township Sewerage Authority. Bernards Township Sewerage Authority approval of all aspects of the proposed development within its jurisdiction, including an increase in sewer allocation to accommodate the proposed development.

e. New Jersey American Water. Approval / permits from New Jersey American Water for an increase in water to accommodate the proposed development.

17. **Subject to Other Approvals and Laws Not Specifically Referenced Above.** The within approval and the use of the property remains subject to all conditions of prior Board approvals not eliminated by the within approval. The within approval and the use of the property are also conditioned upon and made subject to any and all laws, ordinances, requirements and/or regulations of and/or by any and all municipal, county, State and/or Federal governments and their agencies and/or departments having jurisdiction over any aspect of the property and/or use of the property. The within approval and the use of the property are also conditioned upon and made subject to any and all approvals by and/or required by any and all municipal, county, State and/or Federal governments and their agencies and/or departments having jurisdiction over any aspect of the property and/or use of the property. In the event of any inconsistency(ies) between the terms and conditions of the within approval and any approval(s) required above, the terms and/or conditions of the within approval shall prevail unless and until changed by the Board upon proper application.

VOTE ON MOTION DULY MADE AND SECONDED ON APRIL 6, 2021 TO GRANT THE EXCEPTIONS:

THOSE IN FAVOR: ASAY, FIELDS, ESPOSITO, CRANE, DAMURJIAN, McNALLY, MANDUKE, MASTRANGELO & PIEDICI.

THOSE OPPOSED: NONE.

VOTE ON MOTION DULY MADE AND SECONDED ON APRIL 6, 2021 TO GRANT CONDITIONAL USE APPROVAL AND PRELIMINARY AND FINAL SITE PLAN APPROVAL:

THOSE IN FAVOR: ASAY, FIELDS, ESPOSITO, CRANE, DAMURJIAN, McNALLY, MANDUKE, MASTRANGELO & PIEDICI.

THOSE OPPOSED: NONE.

The above memorializing resolution was adopted on June 8, 2021 by the following vote of eligible Board members:

<u>Members</u>	<u>Yes</u>	No	<u>Abstain</u>	<u>Absent</u>
ASAY				X
FIELDS	X			
ESPOSITO			(No longer a member)	
CRANE	X			
DAMURJIAN	X			
McNALLY				X
MANDUKE	X			
MASTRANGELO	X			
PIEDICI	X			

I, Cyndi Kiefer, Secretary to the Planning Board of the Township of Bernards in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of the memorializing resolution duly adopted by the said Planning Board on June 8, 2021.

/ 7

CYNDI KIEFER, Board Secretary

EXHIBIT L

5pt 20-act

DEED

This Deed is made on

June 11, 1998

BETWEEN FELLOWSHIP DEACONRY, INC., a non-profit corporation of the State of New Jersey

having its principal office at 3575 Valley Road, P. O. Box 204, Liberty Corner, NJ 07938 referred to as the Grantor.

AND FELLOWSHIP VILLAGE, INC., a non-profit corporation of the State of New Jersey

whose post office address is 8000 Fellowship Road, Basking Ridge, NJ 07920 referred to as the Grantee.

The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000.00).

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Township of Bernards Block No. 175 Part of Lot No. 42,01 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 Township of Bernards and State of New Jersey. The legal description is:

See DESCRIPTION attached hereto and made a part hereof as Schedule A.

COUNTY OF SOMERSET
CLASSIFICATION
REALTY PARCEL NUMBER
DATE

REC-200/19/1998 12:20PM DEACON

BOOKS | COUNTY CLERK SAN JEN

Prepared by:

David S. Galla

(N.J.S.A. 46:15-11)

(Print signer's name below signature)
David S. Galla, Esquire

BK2176PG496

R 6-19-98



KSS

KENNON SURVEYING SERVICES, Inc.

P.O. Box 4477, 151 Mt. Bethel Road
Warren, New Jersey 07059

Phone: 908-903-0808
Fax: 908-903-1207

SCHEDULE A
Property Description
Transfer Part of
Lot 42.01 to Lot 43.01

A tract of land being part of Lot 42.01, Block 175, as shown on Filed Map No. 3007, as recorded in the Somerset County Clerk's Office, Bernards Township, Somerset County, New Jersey and being more particularly described as follows:

Beginning at the intersection of the easterly line of Shannon Hill Farm, a subdivision recorded as Filed Map No. 2950 of the Somerset County Clerk's Office with the southerly line of Lot 19, Block 175 of said Bernards Township, also being a northerly line of said Lot 43.01; thence,

1. Along the southerly line of said Lot 19, being along a northerly line of said Lot 42.01, South $81^{\circ} 59' 46''$ East 735.000'; thence,
2. Leaving the southerly line of said Lot 19 and entering into said Lot 42.01 creating a new line through said lot 42.01 South $8^{\circ} 00' 14''$ West 604.83' to the northerly line of Lot 43.01, Block 175 as shown on said Filed Map No. 3007; thence,
3. Along said northerly line North $81^{\circ} 57' 22''$ West 490.02'; thence,
4. South $38^{\circ} 45' 05''$ West 207.79'; thence,
5. North $81^{\circ} 14' 55''$ West 101.16' to the easterly line of the aforementioned Shannon Hill Farm; thence,
6. Along said easterly line North $5^{\circ} 15' 03''$ East 782.67' to the POINT OF BEGINNING of the herein described tract containing 463,848 square feet or 10.65 acres more or less and is subject to all restrictions, conditions and easements of record, if any.

2-10-98

Date


James L. Kennon, P.L.S.
N.J. License No. 37195

ALX:apl4 November 17, 1997 11:44:52

BK2176PG497

891-001 02/28 x 101-

021191107

2000 07/10/97 10:01 00-1-00

SCHEDULE A (cont'd)

The property consists of a portion of the property conveyed to the Grantor by the following Deeds:

1) DEED FROM ROLLIN J. FRANCIS AND FRANCES B. FRANCIS, HIS WIFE, DATED APRIL 17, 1931, RECORDED APRIL 22, 1933 IN THE OFFICE OF THE CLERK/REGISTER OF SOMERSET COUNTY, IN DEED BOOK X-22, PAGE 466.

2) DEED FROM WILLIAM W. WELER AND KATHARINE K. WELER, HIS WIFE, AND ROLLIN J. FRANCIS AND FRANCES B. FRANCIS, HIS WIFE, DATED SEPTEMBER 14, 1937, RECORDED SEPTEMBER 16, 1937 IN THE OFFICE OF THE CLERK/REGISTER OF SOMERSET COUNTY, IN DEED BOOK T-23, PAGE 332.

3) DEED FROM ROLLIN J. FRANCIS AND FRANCES B. FRANCIS, HIS WIFE, AND WILLIAM W. WELER AND KATHARINE K. WELER, HIS WIFE, DATED DECEMBER 1939, RECORDED JANUARY 9, 1940 IN THE OFFICE OF THE CLERK/REGISTER OF SOMERSET COUNTY, IN DEED BOOK I-24, PAGE 41.

4) DEED FROM GEORGE L. ACKEN DATED NOVEMBER 3, 1941, RECORDED NOVEMBER 5, 1941 IN THE OFFICE OF THE CLERK/REGISTER OF SOMERSET COUNTY, IN DEED BOOK S-24, PAGE 324.

5) DEED FROM ROBERT C. LEE AND ELSIE CALDER LEE, HIS WIFE, DATED OCTOBER 15, 1953, RECORDED OCTOBER 29, 1953 IN THE OFFICE OF THE CLERK/REGISTER OF SOMERSET COUNTY, IN DEED BOOK 812, PAGE 569.

6) DEED FROM ENGLISH FARM ASSOCIATES, A NEW JERSEY LIMITED PARTNERSHIP, DATED JULY 26, 1995, RECORDED AUGUST 1, 1995 IN THE OFFICE OF THE CLERK/REGISTER OF SOMERSET COUNTY, IN DEED BOOK 2019, PAGE 517.

BK2176PG498

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. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

Attested by: **FELLOWSHIP DEACONRY, INC.**
Rita Krohn Secretary By: *Edwin E. Achenbach* President
Rita Krohn Secretary Edwin E. Achenbach President

STATE OF *Pennsylvania* COUNTY OF *Philadelphia* SS.:
I CERTIFY that on *June 11* 19 *98*
RITA KROHN

- personally came before me and this person acknowledged under oath, to my satisfaction, that:
- (a) this person is the secretary of **FELLOWSHIP DEACONRY, INC.** 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 **EDWIN E. ACHENBACH** 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 \$ 1,600,000.00 (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on *June 11* 19 *98*
Rita Krohn Secretary
Rita Krohn (Print name of attesting witness in line 5 above)

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES

RENÉE M. REULOVIC, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires April 25, 2002

DEED

FELLOWSHIP DEACONRY, INC., a non-profit corporation of the State of New Jersey

(C)

FELLOWSHIP VILLAGE, INC., a non-profit corporation of the State of New Jersey

Dated: . 19 98

Record and return to:

James T. Byers, Esq.
Carella, Byrne
6 Becker Farm Road
Roseland, NJ 07068

Grantor.

Grantee.

BN2176PG500

Enclosure



SOMERSET COUNTY
DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

Steve Peter, County Clerk
Somerset County, NJ
2021 Apr 21 03:11 PM
BK: 7334 PGS: 1607-1611
Instrument # 2021025747
Doc Type: DEED Fee: \$83.00
Consideration: \$420,000.00
Exemption: No Exemption
RTF: \$3407.00

Total RTF: \$3,407.00

(Official Use Only)

DATE OF DOCUMENT: 3-26-2021	TYPE OF DOCUMENT: DEED
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) BRISTLECONE INC	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee) FELLOWSHIP SENIOR LIVING INC
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY: BERNARDS TOWNSHIP	MAILING ADDRESS OF GRANTEE: 8000 FELLOWSHIP ROAD BASKING RIDGE NJ 07920
BLOCK: 9401	
LOT: 9	
CONSIDERATION: \$ 420,000.00	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

DO NOT REMOVE THIS PAGE
THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD
RETAIN THIS PAGE FOR FUTURE REFERENCE

DEED

(Bargain and Sale)

This Deed made on March 26, 2021

BETWEEN: BRISTLECONE, INC.a corporation of the state of New Jersey
having its principal office at 8 Benjamin Road, Chester, NJ 07930

referred to as the GRANTOR,

AND: FELLOWSHIP SENIOR LIVING, INC.

whose post office address is 8000 Fellowship Road, Basking Ridge, New Jersey 07920

referred to as the GRANTEE.

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

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of FOUR HUNDRED TWENTY THOUSAND DOLLARS AND 00/100 (\$420,000.00)

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Bernards Township
Block No. 9401 Lot No. 9 Qualifier No. Account No.

No property tax identification number is available on the date of this Deed. (Check Box if Applicable.)

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

[X] Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING the same premises conveyed to the Grantor herein by Deed from Tamke Tree Experts, Inc., dated April 2, 1987 and recorded on May 26, 1987 in the Clerk's Office of Somerset County in Deed Book 1636, Page 243.

Prepared by:

(For Recorder's Use Only)



Vincent T. Bisogno, Esq.

ORT-13822

REVISED LEGAL DESCRIPTION

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

BEGINNING at a capped pin found in the northwesterly sideline of Allen Road, said point being in the division line between Lot 8 and Lot 9, Block 9401 on The Township of Bernards Tax Map, and from said beginning point running, thence

- (1) North 32 degrees 53 minutes 00 seconds West, 737.79 feet to an iron pin found, thence
- (2) South 68 degrees 28 minutes 40 seconds East, 343.62 feet to a capped pin found, thence
- (3) South 82 degrees 53 minutes 00 seconds East, 507.95 feet to a capped pin set in the said sideline of Allen Road, thence
- (4) Along said sideline, curving to the right in a general southwesterly direction along the arc of a curve having a radius of 1,315.00 feet, a distance of 131.65 feet to a point, thence
- (5) Still along said sideline, South 72 degrees 52 minutes 10 seconds West 74.52 feet to the point and place of BEGINNING.

The above description being drawn in accordance with a survey prepared by KTJ Associates, Neshanic Station, N.J. dated December 23, 2020.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 9 in Block 9401 on the Township of Bernards Tax Map.

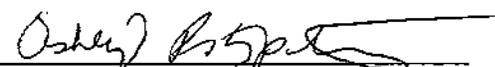
The street address of the Property is: 55 Allen Road, Basking Ridge, NJ 07920

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

5. Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. (Print name below each signature.)

Witnessed or Attested By:

BRISTLECONE, INC.


Ashley Fitzpatrick, Secretary

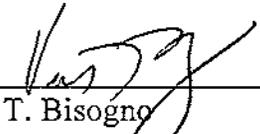

By: Douglas Hunt, President

STATE OF NEW JERSEY, COUNTY OF SOMERSET

SS.:

I CERTIFY that on March 25, 2021, DOUGLAS HUNT, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) was authorized to and did execute this Deed as President of BRISTLECONE, INC. the entity named in this Deed;
- (c) made this Deed for \$420,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A 46:15-5); and
- (d) executed this Deed as the act of the entity.



Vincent T. Bisogno
An Attorney at Law of the
State of New Jersey

RECORD & RETURN TO:

John P. Petrozzino, Esq.

Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.

5 Becker Farm Road, 2nd Fl.

Roseland, NJ 07068



**Fellowship Village, Inc.
(f/n/a Fellowship Senior Living, Inc.)
Block 9301, Lot 33; Block 9401, Lot 9**

List of Deed Restrictions and Easements

September 2022

Below is a list of deed restrictions and easements affecting the Property, which are also attached in full.

- Easements to Jersey Power & Light Company, as set forth in Deed Book 734, Page 154; in Deed Book 734, Page 158; in Deed Book 960, Page 359; in Deed Book 972, Page 17; in Deed Book 1165, Page 538; and in Deed Book 1733, Page 317.
- Easement to Public Service Electric and Gas Company as set forth in Deed Book 1816, Page 559; and in Deed Book 2218, Page 853.
- Road Easement as set forth in Deed Book 1265, Page 42.
- Slope and Drainage Rights as set forth in Deed Book I-24, Page 17; in Deed Book J-24, Page 219; and in Deed Book 1737, Page 496.
- Detention Basin Access and Maintenance Agreement as set forth in Deed Book 1959, Page 343.
- Easement to Bell Atlantic-New Jersey, as set forth in Deed Book 2024, Page 197.
- Deed of Easement for access over Fellowship Drive, as set forth in Deed Book 2176, Page 501.
- Terms, Conditions, Restrictions, and Provisions in Conservation Easement as set forth in Deed Book 6120, Page 1027.
- Terms, Conditions, Easements, Restrictions and Provisions of Stream Buffer Conservation Easement, as set forth in Deed Book 6120, Page 1042.
- Detention Basin, Drainage & Access Easement and Restriction as set forth in Deed Book 6963, Page 3713.

-June 7, 2022 Detention Basin, Drainage & Access Easement

2026

The undersigned Grantors, being the owners of land situate in the TOWNSHIP of BERNARDS County of SOMERSET, State of New Jersey, which said land abuts on the street or highway known as MARTINSVILLE ROAD and is bounded NORTHERLY by land of FELLOWSHIP DEASONARY INC. and SOUTHERLY by land of HERBERT H. HILLMOR.

In consideration of the sum of One Dollar (\$1.00) received, from NEW JERSEY POWER & LIGHT COMPANY, a New Jersey corporation, hereinafter called Grantee, hereby grant and convey to Grantee, its successors and assigns, the right to construct, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protection wires, private communication wires, guys, push braces and accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on the latter.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right to trim, cut or remove trees, underbrush and other obstructions that are within EIGHTEEN (15) feet of any wire strung on said line; provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantors, caused by said Grantee, in maintaining said line, shall be borne by said Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this instrument this 9TH day of

January, A. D. 1958

Witness Marion Stein
Marion Stein

Robert C. Loe [Seal]
Robert C. Loe [Seal]

Elsie Caldwell Loe [Seal]
Elsie Caldwell Loe [Seal]

734-154
R 4-26-50

State of New York
County of Westchester

The 31st remembered, That on the 8th day of February in the year of our Lord
One Thousand Nine Hundred and Fifty before me the subscriber, a Notary Public,
personally appeared Robert C. Lee and Elsie Calder his wife
who, I am satisfied, are the Grantors mentioned in the within instrument, to whom I first made known the contents
of, and thereupon they acknowledged that they signed, sealed and delivered the same as
voluntary act and deed, for the uses and purposes therein expressed.

Jessie M. McQuay
Notary Public

2926
RIGHT-OF-WAY

Robert C. Lee and
Elsie Calder, his wife,
TO
New York Power & Light Company
Dated January 9, 1950

Received in the Clerk's office of the County
of Westchester, State of New Jersey
on the 26th day of April
A. D. 1950, at 10:15 o'clock in the afternoon
and recorded in Book 734 of Deeds for said
County on page 155.

A. B. Bergen
County Clerk

RECORDED
APR 26 10 27 AM '50
WESTCHESTER COUNTY
CLERK

2.50
Csh B
APR-26-50 05520

State of New York
County of New York, ss.
I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court
of Record having by Law a seal, DO HEREBY CERTIFY that

No. 97173

whose name is subscribed to the annexed affidavit, deposition, certificate of Acknowledgment
or proof, was by the Clerk of said County a NOTARY PUBLIC in and for the State of
New York, duly sworn and qualified to act, at such throughout the State
and his name and surname, by a commission, or a certificate of his official character,
was duly recorded by the Clerk of the State of New York to administer oaths and affirmations,
to receive the depositions and affidavits and to receive the acknowledgments, oaths and affirmations,
oaths and affirmations, and to take and certify affidavits and depositions; and
that I approved the annexed instrument with his autograph signature deposited to my office, and
believe that the same is a true and correct copy of the original instrument.

FEE PAID 150

Walter H. Watson
County Clerk and Clerk of the Supreme Court, New York County

2928

The undersigned Grantors, being the owners of land situate in the Township of Bernards County of Somerset State of New Jersey, which said land abuts on the street or highway known as Martinsville Road and is bounded Southerly by land of Robert C. Lee and Northerly by land of Dead River Road

In consideration of the sum of One Dollar (\$1.00) received from NEW JERSEY POWER & LIGHT COMPANY, a New Jersey corporation, having its principal office in Dover, New Jersey, hereinafter called Grantee, hereby grant and convey to Grantee, its successors and assigns, the right to construct, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and necessary apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on the latter

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right to trim, cut or remove trees, underbrush and other obstructions that are within Fifteen (15) feet of any wire strung on said line; provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantors, caused by said Grantee, in maintaining said line, shall be borne by said Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture this 9 day of March, A. D. 1957

WITNESSES:

Lina Reuter
Secretary

FELLOWSHIP DEACONARY INC. (SEAL)
By: Rev. William D. Amos (SEAL)
President
Rev. William D. Amos (SEAL)

HW-1-29-12-47

734-158
R 42650

867

RIGHT OF WAY GRANT

INDENTURE, made this 1st day of SEPTEMBER, 1922, by and between FELLOWSHIP DEACONRY, INC. of the County of BERKSHIRE, State of New Jersey, (hereinafter called Grantors) and the NEW JERSEY POWER & LIGHT COMPANY, a New Jersey corporation, having its principal office in Danville, New Jersey, (hereinafter called Grantee).

WITNESSETH: That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantors hereby grant and convey to Grantee, its successors and assigns, the right to construct, maintain and operate an electric line consisting of poles or other supporting structures together with such conductors, overhead and underground lightning protective wires, private, public or municipal communication wires, guys, push braces and other necessary apparatus and equipment as may from time to time be deemed by Grantee to be appropriate upon, over across and under the lands of Grantors situated in the Township of BERKSHIRE, County of BERKSHIRE, State of New Jersey, bounded as follows: Northerly by lands of GRANTOR SA. TISO, EJA, EASTERLY by lands of LAWRENCE BAKARRA, Southerly by lands of SIMON SEARANO, Westerly by lands of GARHILLER.

The course of said electric line to run generally N. 45. EASTERNLY, DIRECTLY FROM LANDS OF MAXIMILIANE RAND THORNGE CHONES LANDS, BECIRANTAR, APPROXIMATELY 20' TO LANDS OF THE TOWNSHIP OF BERKSHIRE TOGETHER WITH THE RIGHT FROM TIME TO TIME TO RELOCATE SAID POLES, SERVICE CONNECTIONS, WIRES, CROSSARMS AND GUYS AND TO INSTALL ON SAID LINE SUCH ADDITIONAL APPARATUS AND EQUIPMENT AS GRANTOR MAY DEEM NECESSARY AND THE RIGHT TO CUT, REMOVE SAID LINES OR ANY PART THEREOF.

Together also with the right from time to time to trim, cut clear or remove trees, underbrush and other obstructions that are within fifteen (15) feet of any wire strung on said line; provided, however, any damage to the property of Grantee (other than that covered by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line shall be borne by Grantor. Together also with the right of entry upon Grantors' said lands for all said purposes,

Reserving, however, to Grantors the right to cultivate the ground between the poles or other supporting structures of said line, provided that such use shall not interfere with or obstruct the rights herein granted.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors signed and sealed this indenture the day and year first above written.

WITNESS: (SEAL) (SEAL) (SEAL) (SEAL) FELLOWSHIP DEACONRY, INC. By: Tom Radmer, President

12/16

Notary Public Seal

COUNTY OF SS. I, hereby certify that on this day of 1922, in the County of and State of New Jersey, personally appeared before me, whom I personally know to be the subscribing witness to the execution of the foregoing instrument and who being duly sworn, deposed and said that he subscribed his name to the said instrument as a subscribing witness on the date contained therein, and that he saw sign, seal and deliver the said instrument as a voluntary act and deed, and that he subscribed his name thereto at the same time as an attesting witness. In witness whereof, I have hereunto set my hand and official seal the day and year aforesaid.

Subscribing Witness Acknowledgment

Notary Public of New Jersey My commission expires 19

960-359 R 1-29-60

STATE OF NEW JERSEY } ss.
 COUNTY OF _____

BE IT REMEMBERED, That on this _____ day of _____, 19____

in the County and State aforesaid, personally appeared before me, the subscriber, a Notary Public of New Jersey,

who, I am satisfied, _____ the Grantor _____ mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon _____ acknowledged that _____ signed, sealed and delivered the same as _____ voluntary act and deed, for the uses and purposes therein expressed.

 Notary Public of New Jersey
 My commission expires _____

867-

Line: Barnards Township Distribution
 County: Somerset

RIGHT OF WAY GRANT

FELLOWSHIP BEACONRY, INC.

TO

New Jersey Power & Light Company
 Date: September 1, 1959

RECORDED
 Received in the Clerk's Office of Somerset County, N. J.
 of _____
 New Jersey, on this JAN 29 1960
 day of _____ at _____
 and recorded in Book 960 Page 360
 for said County on page 127

RECORDED
 JAN 29 10 25 AM '60
 SOMERSET COUNTY
 CLERK'S OFFICE
 ROBERT S. BERDEN
 CLERK

RECORD TO BE RETURNED TO
 NEW JERSEY POWER & LIGHT COMPANY
 RIGHT OF WAY DEPARTMENT
 DENVERVILLE, N. J.

STATE OF NEW JERSEY } ss.
 COUNTY OF SOMERSET

BE IT REMEMBERED, That on this 1st day of September, 1959

in the County and State aforesaid, before me, the subscriber, a Notary Public of New Jersey, personally appeared _____ Secretary of _____

_____ the Grantor named in the within Instrument, who, being by me duly sworn according to law, does depose and say and make proof to my satisfaction that _____ Secretary of said corporation, that the seal affixed to said Instrument is the corporate seal of said corporation, the same being well known to him; that it was so affixed by the order of the Board of Directors of said corporation; that _____ is the _____ President of said corporation; that I be saw said _____ as such _____ President sign said Instrument, and affix said seal thereto and deliver said Instrument and heard him declare that _____ signed, sealed and delivered said Instrument as the voluntary act and deed of said corporation by its order and by order of its Board of Directors, for the uses and purposes therein expressed; and that the deponent signed his name thereto at the same time as subscribing witness.

Subscribed and sworn to before me the day and year aforesaid

George W. Belmont, Jr.
 Notary Public of New Jersey
 My commission expires _____

George W. Belmont, Jr.
 Notary Public of New Jersey
 My commission expires _____



RIGHT OF WAY GRANT

INDENTURE, made this 31st day of May, 1960
 by and between Fellowship Deacons, Inc.
R.O. Box 294, Liberty Corner, New Jersey, of the Township
Bernards, County of Somerset, and State of New Jersey,
 (hereinafter called Grantors) and the NEW JERSEY POWER & LIGHT COMPANY, a New Jersey corporation, having its
 principal office in Donville, New Jersey, (hereinafter called Grantee).

WITNESSETH:
 That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantors hereby grant and convey to
 Grantee, its successors and assigns, the right to construct, maintain and operate an electric line consisting of poles or
 other supporting structures together with such conductors, overhead and underground lightning protective wires, private,
 public or municipal communication wires, guys, wash braces and other accessory apparatus and equipment as may
 from time to time be deemed by Grantee to be appropriate, over, across and under the lands of Grantors
 situated in the Township of Bernards, County of Somerset, State of New Jersey, bounded as follows:

Northerly by lands of Selmar Loft Easterly by lands of John Zalko
 Southerly by lands of Old Martinsville Road Westerly by lands of Robert B. Griffin

The course of said electric line to run generally In A Northerly Direction from lands of Old
Martinsville Road, then extends across lands of Grantor approximately 325' to New York
to be installed on Grantors land by Grantee's Licensed Service

Together with the right from time to time to relocate or add poles, service connections, wires, crossarms and guys and
 to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to establish remove
 said line or any part thereof.

Together also with the right from time to time to trim, cut clear or remove trees, underbrush and other obstructions
 that are within fifteen (15) feet of any wire strung on said line; provided, however, any damage to the property of Grantors
 (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line shall
 be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all said purposes.

Reserving, however, to Grantors the right to cultivate the ground between the poles or other supporting structures of said
 line, provided that such use shall not interfere with or obstruct the rights herein granted.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as
 the case may be.

IN WITNESS WHEREOF, Grantors signed and sealed this Indenture the day and year first above written.

WITNESS:
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

ATTEST:
Laura Rieder Secretary
FELLOWSHIP DEACONS, INC.
Tom Radner President

STATE OF NEW JERSEY
 COUNTY OF SS.

I, _____, hereby certify that on the _____ day of _____ 19____
 in the County of _____ and State aforesaid, personally appeared before me,
 _____ whom I personally know to be the subscribing witness to the
 execution of the foregoing instrument and who being duly sworn, deposed and said that he subscribed his _____ name
 to the said instrument as a subscribing witness on the date contained therein, and that he saw _____
 sign, seal and deliver the said instrument as _____ voluntary act and deed, and that he subscribed
 his _____ name thereto at the same time as an attesting witness.

In witness whereof, I have hereunto set my hand and official seal the day and year aforesaid.

 Notary Public of New Jersey
 My commission expires _____ 19____
 Form RW-4

972-17
 R 7-29-60

BOOK 972 PAGE 18

STATE OF NEW JERSEY
COUNTY OF _____ } ss.

DE IT REMEMBERED, That on this _____ day of _____, 19____
in the County and State aforesaid, personally appeared before me, the subscriber, a Notary Public of New Jersey,

who, I am satisfied, _____ mentioned in the within instrument, to whom I first made known the
contents thereof, and thereupon _____ acknowledged that _____ signed, sealed and de-
livered the same as _____ act and deed, for the uses and purposes therein expressed.

JUL 29 12 21 PM '60
SOMERSET COUNTY
CLERK'S OFFICE
ROBERT S. JERGEN
CLERK

Notary Public of New Jersey
My commission expires _____ 19____

7-393

Line: Bernard Township Distribution
County: Somerset

RIGHT OF WAY GRANT

FELLOWSHIP BEACONRY, INC.

TO

New Jersey Power & Light Company

Dated: May 31, 1960

Received in the Clerk's Office of the County

of _____

day of _____ A. D. 19____

at _____

and _____

for _____

DEEDS

for _____

RECORDED

JUL 29 1960

BOOK 972 PAGE 17

DREDS

Robert Jerger

COUNTY CLERK

RECORD AND RETURN TO
NEW JERSEY POWER & LIGHT COMPANY
RIGHT OF WAY DEPARTMENT
DENVERVILLE, Pa. 15116

Madison Ave. at 100th Street, New York 17, N.Y.
JUL 29 1960

STATE OF NEW JERSEY
COUNTY OF Somerset } ss.

DE IT REMEMBERED, That on this 31st day of May, 1960
in the County and State aforesaid, before me, the subscriber, a Notary Public of New Jersey, personally appeared
_____ Secretary of _____

_____ the Grantor named in the within instrument, who, being by me duly sworn
according to law, does depose and say and make proof to my satisfaction that he is the Secretary
of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, the same being
well known to him; that it was so affixed by the order of the Board of Directors of said corporation; that
_____ is the President of said corporation; that he saw
said _____ as such _____ President sign said instrument,
and affix said seal thereto and deliver said instrument and heard him declare that he signed, sealed and delivered
said instrument as the voluntary act and deed of said corporation by its order and by order of its Board of Direc-
tors, for the uses and purposes therein expressed; and that the deponent signed his name thereto at the same time
as subscribing witness.

Subscribed and sworn to before me
the day and year aforesaid.

George W. Belmont Jr.
Notary Public of New Jersey
My commission expires Oct. 22, 1964

Lin R. Risher
Secretary

BOOK 1165 PAGE 538
11409

SERVICE LATERAL

Right of Way Agreement

IN CONSIDERATION of One Dollar (\$1.00) and other valuable considerations, paid by NEW JERSEY POWER & LIGHT COMPANY, a New Jersey corporation, the receipt of which is hereby acknowledged, the undersigned do (does) hereby grant and convey unto said New Jersey Power & Light Company, its successors and assigns, the right to enter upon premises of the undersigned in the Township

of Berardo County of Somerset and State of New Jersey, situated on the North side of Allen Road, said property being owned by JOHN S. PETRAKIAN and MARGARET C. PETRAKIAN, his wife (hereinafter known as Grantors)

and from time to time to erect, maintain, renew, relocate, redesign, alter and remove poles, guys, anchors, guy stubs, crossarms, wires, cables, and appurtenances in perpetuity for the transmission and distribution of electricity, the operation of communication systems, and in addition thereto to erect, and maintain such other wires or appurtenances on said poles and crossarms as said Company may deem necessary and proper to be attached thereto, upon, over, across, along and beyond said property, the course of said pole line to run as follows:

Generally in a Northerly direction from Allen Road, thence crossing Grantors lands approximately 175 feet to a pole to be set by Grantors (service lateral)

It is agreed that the Company may improve said pole line from time to time so that utility service may be supplied in a proper manner and shall have the right to trim and keep trimmed, or cut and remove such trees or tree branches as may be required in maintain service at all times; the work shall be done with care and the sidewalk, street and premises disturbed thereby shall be restored to its prior condition by and at the expense of said Company.

Date September 28, 1967

John S. Petrakian (I.S.)
John S. Petrakian

WITNESSEAN C. DAVISON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 19, 1967

Margaret C. Petrakian (I.S.)
Margaret C. Petrakian

ATTEST:

Secretary

By _____ President

over

10-360.110-17-120000

Form HW-4 Rev. 3-11-66 J.P. & L. Co.

1165-538
R 11-21-67

Right of Way Agreement

12665

IN CONSIDERATION of One Dollar (\$1.00), paid by JERSEY CENTRAL POWER & LIGHT COMPANY, a New Jersey corporation, or NEW JERSEY BELL TELEPHONE COMPANY, the receipt of which is hereby acknowledged, the undersigned do (does) hereby grant and convey unto said Jersey Central Power & Light Company, its successors and assigns, and New Jersey Bell Telephone Company, its associated and allied Companies, their successors and assigns, the right to enter without notice upon premises of the undersigned in the Township of Martinsville

of Bernards County of Somerset and State of New Jersey.

situate on the westerly side of Martinsville Road known and designated as Block 175

Lot 42 on the official Tax Map of Bernards Township being the same premises conveyed

to the Grantors as recorded in the office of the Somerset County Clerk in Deeds

Book 1477 Page 443 on April 19, 1983.

and from time to time to erect, maintain, renew, relocate, redesign, alter and remove poles, guys, anchors, guy stubs, crossarms, wires, cables and appurtenances in perpetuity for the transmission and distribution of electricity, the operation of communication and CATV systems, and in addition thereto to erect and maintain such other wires or appurtenances on said poles and crossarms as said Companies may deem necessary and proper to be attached thereto, upon, over, across, along and beyond said property, the course of said pole line to run as follows:

Generally in a westerly direction from existing pole NJ2585BV together with the necessary anchors and guys for the support of said pole line located along the westerly side of Martinsville Road traveling a total distance of 180' to include new pole NJ2809BV together with the necessary anchors and guys for the support of said pole line.

It is agreed that the Companies may improve said pole line from time to time so that utility service may be supplied in a proper manner and shall have the right to trim and keep trimmed, or cut and remove such tree or tree branches as may be required to maintain service at all times.

COUNTY OF SOMERSET
CONSIDERATION \$1.00
REALTY TRANSFER TEE \$2.00
DATE 5-10-89 BY [Signature]

Date April 20 1989
WITNESS: [Signature] (L.S.)
[Signature] (L.S.)
[Signature] (L.S.)
[Signature] (L.S.)
ATTEST: [Signature] Rita Krohn Secretary
BY [Signature] Fellowship Deaconry, Inc. Pastor Edwin Achenboch President



THIS INSTRUMENT PREPARED BY

[Signature] RITA L MADRID

RECORDED

MAY 10 1 51 PM '89
SOMERSET COUNTY
R.P. WIDIN, CLERK

6-11 RECORDED IN DEED BK 1733 PG 317 FORM 124 REV. 9

R 5-10-89

STATE OF NEW JERSEY)

COUNTY OF Somerset) ss:

BE IT REMEMBERED, that on this 26th day of April 1989, before me, the subscriber, personally appeared Rita Krohn who, being by me duly sworn on his oath, deposes and proves to my satisfaction, that he is the Secretary of Fellowship Deaconry, Inc.

(Corporate)

the Grantor named in the within instrument, that Pastor Edwin Achenbach is the President of said Corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of said Corporation; the deponent well knows the corporate seal of said Corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed, and said instrument signed and delivered by said Pastor Edwin Achenbach President, as and for his is voluntary act and deed and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his is name thereto as witness. The full and actual consideration 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.

Subscribed before me) Rita Krohn Secretary

the date aforesaid.)

[Signature]
Notary Public of New Jersey

My Commission Expires NOV 11 1992

12665

Filed No. _____
Lic. _____
County: Somerset

RIGHT OF WAY AGREEMENT
W.O.# 2124002447
B.O.# 411295

Fellowship Deaconry, Inc.

TO
JERSEY CENTRAL POWER
& LIGHT COMPANY

26-29 by eddy ackers
Date: April 20 1989

RECEIVED in the Clerk's Office of the County of New Jersey, on the 26 day of April 1989.
This instrument prepared by IRHAI MADRID and returned to JERSEY CENTRAL POWER & LIGHT COMPANY REAL ESTATE DEPARTMENT MARSHMAN AVE. AT PUMUKI BRW, MT. AIRIESTOWN, N.J. 07960

(Direct Acknowledgment)

STATE OF NEW JERSEY)

COUNTY OF _____) ss:

BE IT REMEMBERED, That on this _____ day of _____ 19____, in the County and State aforesaid, personally appeared before me, the subscriber, a Notary Public of New Jersey, _____ who, I am satisfied, _____ the Grantor _____ mentioned in the within instrument, to whom I first made known the contents thereof, and thereupon _____ acknowledged that _____ signed, sealed and delivered the same as _____ voluntary act and deed for the uses and purposes therein expressed. The full and actual consideration 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.

Notary Public of New Jersey My Commission Expires _____

STATE OF NEW JERSEY)

COUNTY OF _____) ss:

I, _____ hereby certify that on the _____ day of _____ 19____ in the County of _____ and State aforesaid, personally appeared before me _____ whom I personally know to be the subscribing witness to the execution of the foregoing instrument and who, being duly sworn, deposed and said that _____ he subscribed his _____ name to the said instrument as a subscribing witness on the date contained therein, and that _____ he saw _____ sign, seal and deliver the said instrument as _____ voluntary act and deed, and that _____ he subscribed his _____ name thereto at the same time as an attesting witness.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid. The full and actual consideration 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.

Notary Public of New Jersey My Commission Expires _____

BT 733 PG 318

END OF DOCUMENT

(Copy submitted to Bureau of Taxation)

11532

THIS INDENTURE, made this eleventh day of October, nineteen hundred and eighty-nine (1989), between FELLOWSHIP DEACONRY INC. a New Jersey Corporation having its principle office at 204 Liberty Corner, New Jersey, hereinafter called "Grantor," and

"PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation having its principal office at 1000 Broad Street, Newark, New Jersey, hereinafter called "Grantee."

WHEREAS, Grantor is the owner in fee simple of a certain tract of land located in the Bernards Twp. County of Somerset New Jersey, commonly known as Block 175, Lot 42, and,

WHEREAS, Grantee is a public utility of the State of New Jersey, engaged in furnishing gas service to subscribers in the State of New Jersey, and,

WHEREAS, the Grantor does agree to convey an EASEMENT IN PERPETUITY to Grantee for its use, occupancy and enjoyment in connection with the provision of gas service thereto, and for the conduct of its business, upon the conditions, covenants, promises and terms set forth hereunder, for the mutual benefit of both Grantor and Grantee;

NOW, THEREFORE WITNESSETH: In consideration of these premises and the sum of one dollar (\$1.00), paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

Grantor does hereby GRANT AND CONVEY unto Grantee an EASEMENT IN PERPETUITY, in, under, through, upon, over and across the hereinbefore described lands of Grantor, with full rights, privileges and authority for Grantee to enter upon same from time to time, WITHOUT NOTICE to Grantor, for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing and perpetually operating, maintaining and using mains, pipes, manholes, handholes, regulator vent poles and other fixtures, appurtenances and facilities which Grantee may, in their exclusive discretion and sole judgment, deem necessary or proper for the transmission and distribution of gas; together with such free and unlimited access to, egress and ingress in, from and over all points of said Easement Area, WITHOUT NOTICE to Grantor, as is reasonable or necessary for the full use, occupancy and enjoyment of said Easement. Said easement being more particularly as shown on drawing number PR18-89C hereto attached, and hereby made a part hereof.

Grantor does further grant and convey to Grantee, the right, privilege and authority to trim, cut and remove, WITHOUT NOTICE to Grantor, such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantee, interfere or threaten the safe, proper or convenient use, maintenance or operation of said gas facilities within the Easement Area.

Grantor shall have the right to use, occupy and enjoy the surface and air space above the Easement Area for any purpose which does not, within the exclusive discretion and sole judgment of Grantee, interfere or threaten the safe, proper or convenient use, occupancy or enjoyment of same by Grantee. Grantor agrees, however, that no buildings or structures shall be erected over said facilities of Grantee.

Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor; and any damage done to the land or premises of Grantor shall be promptly repaired and restored to its condition immediately prior to damage, at the sole cost and expense of the Grantee.

If Grantor shall, at any time after the initial installation of said facilities, request Grantee to relocate said facilities to a different location or locations, it shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of Grantor. Grantee to have the same rights and privileges in the new location or locations as in the former location or locations.

Grantor covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be requisite, and that Grantee shall have the quiet possession thereof free from all encumbrances.

By the acceptance of this instrument Grantee agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed signatory hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their heirs, executors, administrators, successors, and assigns.

PREPARED BY: Joseph F. Gabel
RECORDED IN DEED (TYPED NAME)

Joseph F. Gabel
1816-559

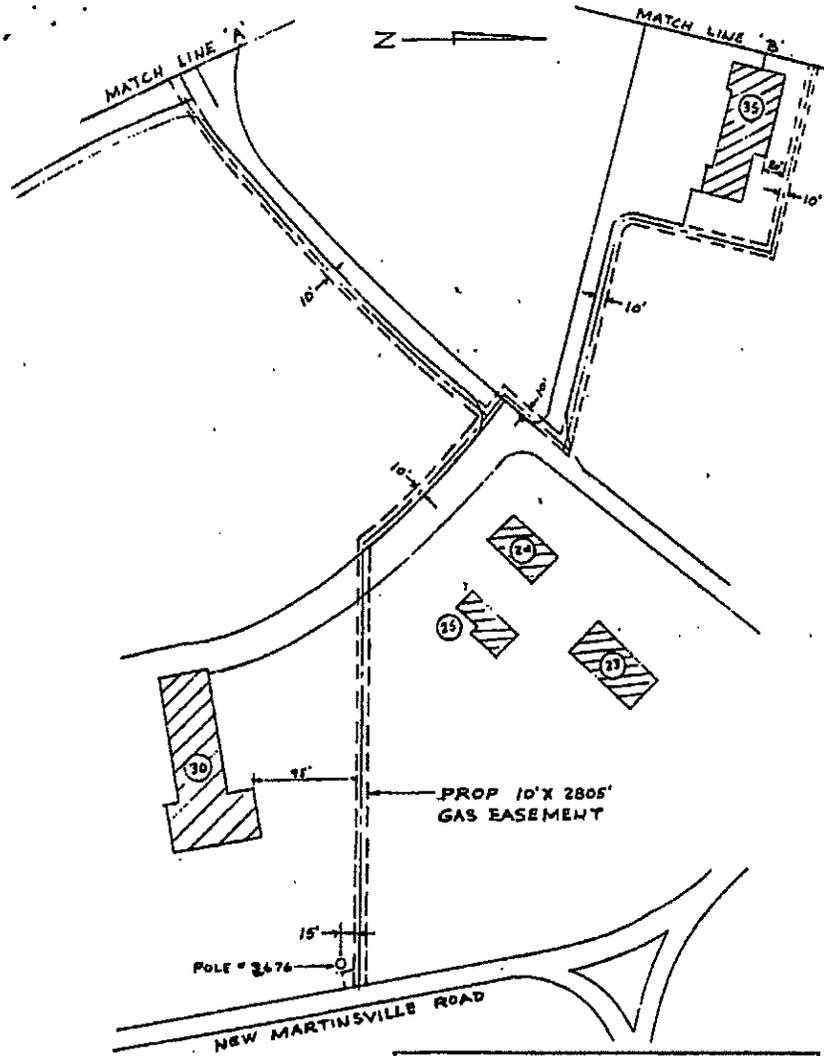
1816-559

R 5-31-91

COUNTY OF SOMERSET

CONSIDERATION \$1.00
REALTY TRANSFER FEE \$1.00
DATE 5-3-89 BY [Signature]

RECORDED IN DEED
SOMERSET COUNTY
R.P. WIDIN: CLERK

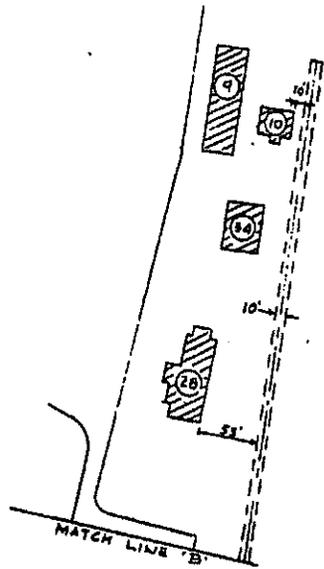
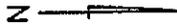
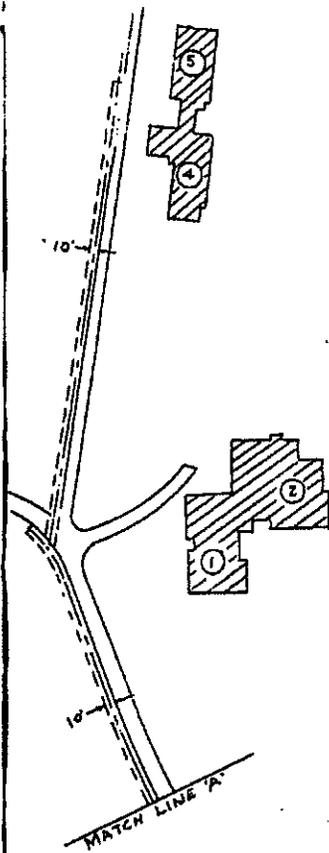


PUBLIC SERVICE ELECT. & GAS COMPANY
 CENTRAL REGION GAS BUSINESS UNIT
 MAP SHOWING LOCATION OF A PROPOSED
 EASEMENT TO BE GRANTED BY
 FELLOWSHIP DEACONRY INC
 SITUATED IN
 BERNARDS TWP
 SOMERSET COUNTY
 DATE 10-11-89
 DWG BY JG.

PR 18-89C

DWG 1 of 2

BK1816P6560



BX1816PG561

PUBLIC SERVICE ELECT & GAS COMPANY
 CENTRAL REGION GAS BUSINESS UNIT
 MAP SHOWING LOCATION OF A PROPOSED
 EASEMENT TO BE GRANTED BY
 FELLOSHIP DEACONRY INC

SITUATED IN

BERNARDS TWP
 SOMERSET COUNTY
 DATE 10-11-89
 DWG BY J.G.

PR 18-89C
 DWG 2 OF 2

IN WITNESS WHEREOF, Grantor has duly signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered

in the presence of

_____ (L.S.)

_____ (L.S.)

(Individual Signatures)

(Corporate Signatures)

(Notarized Acknowledgments)

(Corporate Acknowledgments)

(Notary Public Seal)

(Notary Public Seal)

(Notary Public Seal)



FELLOWSHIP DEACONRY INC.

By Rita Krohn
(Rita Krohn for Edwin Achenbach
President

Attest:

Esther L. Nuss
(ESTHER L. NUSS
Secretary

STATE OF _____ }
COUNTY OF _____ } SS.

BE IT REMEMBERED, that on this _____ day of _____, nineteen hundred and _____, before me, the subscriber, _____ personally appeared

who, I am satisfied, _____ the grantor mentioned in the within indenture, and acknowledged that _____ signed, sealed, and delivered the same as _____ voluntary act and deed, for the uses and purposes therein expressed. 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 less than \$100.00

R.R.
PUBLIC SERVICE ELECTRIC & GAS
48 MIDDLE
SUMMIT, N.J.

STATE OF New Jersey }
COUNTY OF Somerset } SS.

BE IT REMEMBERED, that on this eleventh day of October, nineteen hundred and eighty-nine 1989, before me, the subscriber, a Notary Public of the State of New Jersey, Rita Krohn for Edwin Achenbach personally appeared who, I am satisfied, is _____ President of FELLOWSHIP DEACONRY INC.

_____ the Corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said corporation and he acknowledged that said instrument was made by said corporation and sealed with its corporate seal, is the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors. 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 less than \$100.00.

1816PG562

Esther L. Nuss
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 28, 1992

END OF DOCUMENT

11037

GRANT OF EASEMENT

PREPARED BY: Jeffrey Czarniecki

THIS INDENTURE, made this 23rd day of July 1998, nineteen hundred and ninety-eight (1998), between Fellowship Village, Inc. Corporation of New Jersey who mailing address is P.O. Box 204 Liberty Corner, New Jersey, 07938, hereinafter called "Grantor," and

PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation having its office at 80 Park Plaza, Newark, New Jersey, 07101 hereinafter called "Grantee".

WHEREAS, Grantor is the owner in fee simple of certain tract or development of real property situate in the Township of Bernards, County of Somerset, New Jersey, commonly known as Block 175, Lot 42.01.

WHEREAS, Grantee is a public utility of the State of New Jersey, engaged in furnishing gas service to subscribers in the State of New Jersey, and,

WHEREAS, the Grantor does agree to convey an EASEMENT IN PERPETUITY to Grantee, its affiliates, successors and assigns for its use, occupancy and enjoyment and for the further use, occupancy and enjoyment of the subsequent licensees of Grantee, and to the successors and assigns of said licensees in connection with the provision of gas service to the property of grantor, and for the conduct of the business of Grantee, in connection therewith upon the conditions, covenants, promises and terms set forth hereunder, for the mutual benefit of both Grantor and Grantee;

NOW THEREFORE WITNESSETH: In consideration of these premises and the sum of One Dollar (\$1.00), paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

Grantor does hereby GRANT AND CONVEY unto Grantee an nonexclusive EASEMENT IN PERPETUITY, in, under, though, upon, over and across the hereinafter described lands of Grantor, with full rights, privileges and authority for Grantee to enter upon same from time to time, WITHOUT NOTICE to Grantor, for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing and perpetually operating, maintaining and using mains, pipes, manholes, manholes, regulator vent poles and other fixtures, appurtenances and facilities which Grantee may, in its exclusive discretion and sole judgment, deem

COUNTY OF SOMERSET
TOWNSHIP OF BERNARDS
BLOCK 175 LOT 42.01
RECORDED IN DEED
SUMMERSET COUNTY CLERK'S OFFICE
BY: [Signature]

BK 2218PG853
R 2-9-99

RECORDED IN DEED



necessary or proper for the transmission and distribution of gas to the property of grantor; together with such free and unlimited access to, egress and ingress in, from and over all points said Easement Area, WITHOUT NOTICE to Grantor, as is reasonable or necessary for the full use, occupancy and enjoyment of said Easement.

Said easement being more particularly described as the areas designated as private roadway off North Road set forth on a map number PR11-98 hereto attached and hereby made apart hereof.

Grantor does further grant and convey to Grantee, the right, privilege and authority to trim, cut and remove, WITHOUT NOTICE to Grantor, such tree branches, roots, shrubs, plants, trees and vegetation which might, within the reasonable discretion and judgment of Grantee, interfere with or threaten the safe, proper or convenient use, maintenance or operation of said gas facilities within the Easement Area.

Grantor shall have the right to use, occupy and enjoy the surface and air space above the Easement Area for any purpose which does not, within the reasonable discretion and judgment of Grantee, interfere with or threaten the safe, proper or convenient use, occupancy or enjoyment of same by Grantee.

Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience of the Grantor; and any damage done to the land or premises of Grantor shall be promptly repaired and restored to its condition immediately prior to damage, at the sole cost and expense of the Grantee.

If Grantor shall, at any time after the initial installation of said facilities, request Grantee to relocate said facilities to a different location or locations, Grantee shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of Grantor. In the event of any such relocation under the terms of this paragraph, Grantee shall have the same rights and privileges in the new locations as it enjoyed in the former location or locations.

Grantor warrants generally the rights herein granted and will execute such further assurance of the same as may be reasonably required by Grantee. Grantor further represents and warrants that Grantee shall have quiet possession of the premises and rights granted herein, free from all encumbrances, subject to mortgages of record.

By acceptance of this instrument, Grantee agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed signatory hereto, and

BK2218PG854

the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their heirs, executors, administrators, successors, and assigns.

Fellowship Village Inc.

Edwin Achenbach
Edwin Achenbach
President

Witnesseth: (if individuals or Partner, the Notary or another disinterested person signs, then prints name under line)
Attest: (if a corp., the Corporate Secretary or Asst. Secy signs and prints name under line and supplies Corp. Seal)

Rita Krohn
Rita Krohn
Asst. Secretary

BK2218PG855

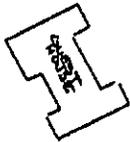
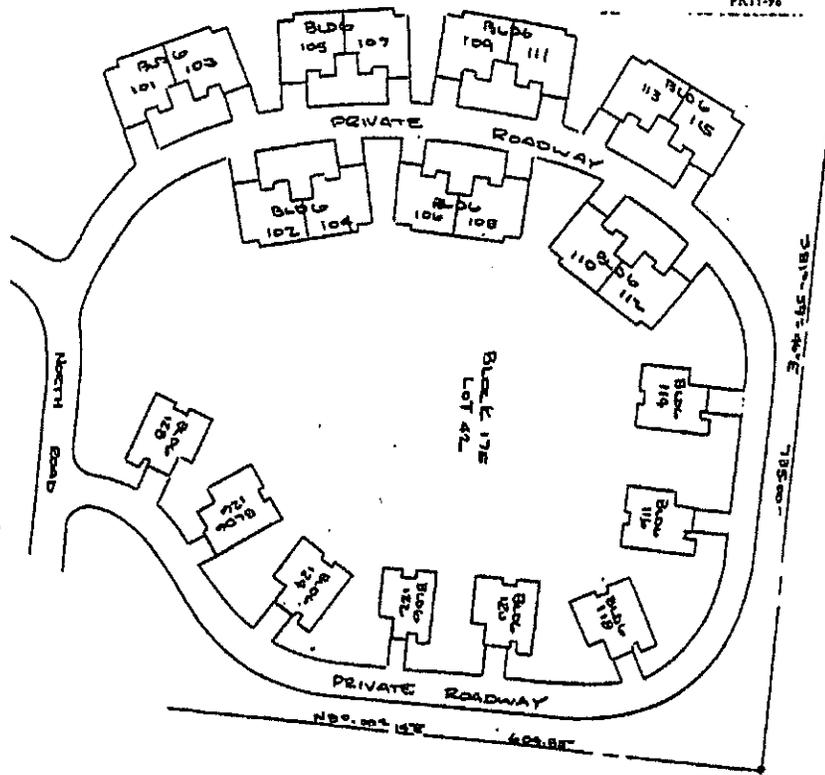
PUBLIC SERVICE ELECTRIC & GAS CO
SOUTHERN REGION GAS BUSINESS UNIT
MAP SHOWING LOCATION OF A PROPOSED
EASEMENT TO BE GRANTED BY

FELLOWSHIP VILLAGE INC.

SITUATED IN
SOMERSET CO
BERNARDS TWP
DRWG BY: JEC
SCALE: NONE

DATE 7-17-98

PR11-98



BK2218PG856

STATE OF NEW JERSEY)
SS.
COUNTY OF SOMERSET)

BE IT REMEMBERED, that on this 23rd day of July, nineteen hundred and ninety eight (1998), before me, the subscriber, a Notary Public of the State of New Jersey personally appeared Edwin Achenbach I am satisfied, is president of the Fellowship Village Inc. named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said corporation and he acknowledged that said instrument was made by said corporation and sealed with its corporate seal, as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors. The full and actual consideration paid or to be paid of 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 less than \$100.00.

Denise Mizofek-Brackin 7/23/98
Denise Mizofek-Brackin
Notary Public State of New Jersey
Somerset County
My Commission Expires 6/2/2008

RP
PUBLIC SERVICE ELECTRIC & GAS CORP.
88 MIDDLE AVENUE
SUMMIT, NEW JERSEY 07961

BK2218PG857

END OF DOCUMENT

8932

ROAD EASEMENT

Know All Men By These Presents that the undersigned, FELLOWSHIP DEACONRY, INC. hereinafter called "grantor", in consideration of One Dollar (\$1.00) do hereby grant and dedicate unto the COUNTY OF SOMERSET, NEW JERSEY

its successors and assigns, a perpetual easement across the grantor's lands for a public road, said easement being in the Township of Bernards, Somerset County, New Jersey, and is described as follows:

Strip of land 36 feet in width from the centerline of Martinville Road to the new right of way line of Martinville Road adjoining lot 7 and lot 5 in block 164 of the Bernards Township Tax Map, being more particularly shown on the attached map entitled "Map Showing Proposed Conveyance of Land to Somerset County by Fellowship Deaconry Inc., located in (Liberty Corner) Bernards T-Ship, Somerset County, N. J., July 1972."

No consideration provided

Annexed hereto is a sketch or survey of said easement.

The grantor's lands were acquired by virtue of deed from George L. Achen, widower, recorded November 5, 1941 in Somerset County Deed Book 8-24, at page 324, and deed from Robert C. Lee and Elsie Calder Lee, his wife, recorded October 29, 1953 in Somerset County Deed Book 812, at page 569.

IN WITNESS WHEREOF, the said grantor has hereunto set their hands and seals, or caused them to be signed by their proper corporate officer and caused their proper corporate seal to be hereto affixed this 20th day of July 1972.

ATTEST: FELLOWSHIP DEACONRY, INC.

By: [Signature] Ludwig Ackering, President



State of New Jersey) ss.:
County of _____)

We, the undersigned, do hereby certify that on this _____ day of _____ 1972, before me, _____ the undersigned, personally appeared _____

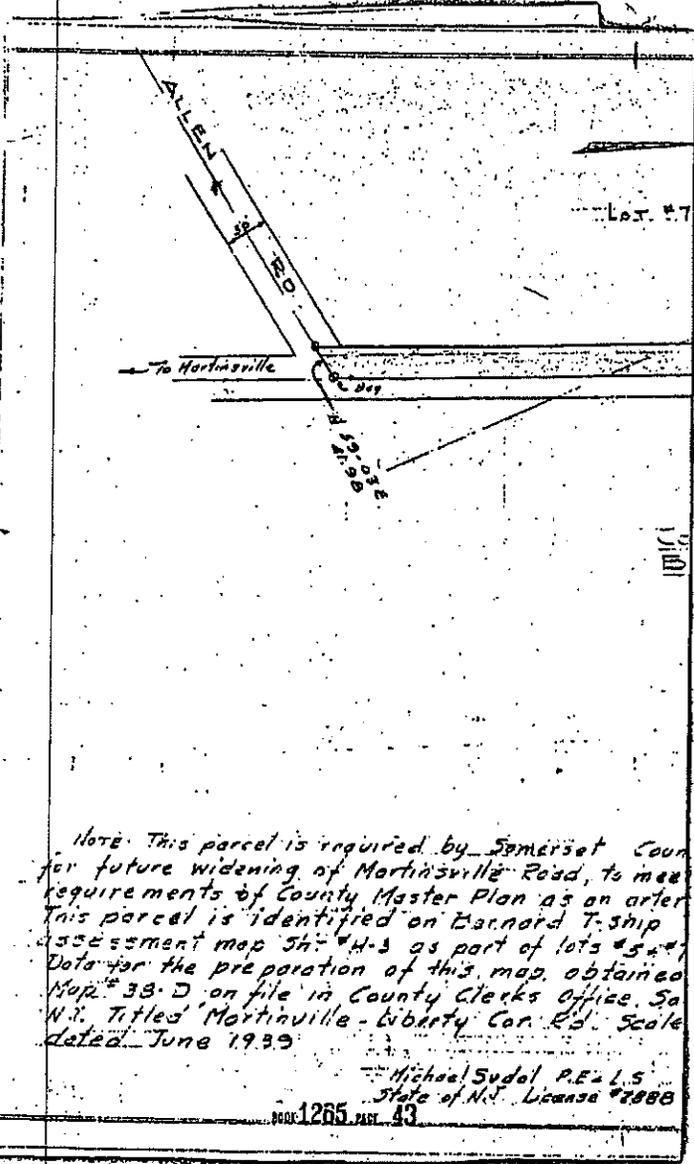
who, I am satisfied, is the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to recite evidenced by the within deed, as such consideration is defined in P. L. 1968 c. 49, Sec. 1 (c), N.J.

Prepared by: _____

BOOK 1265 PAGE 42

COUNTY OF SOMERSET
REGISTRY
RECORDS
DATE: 8/13/72 BY: [Signature]

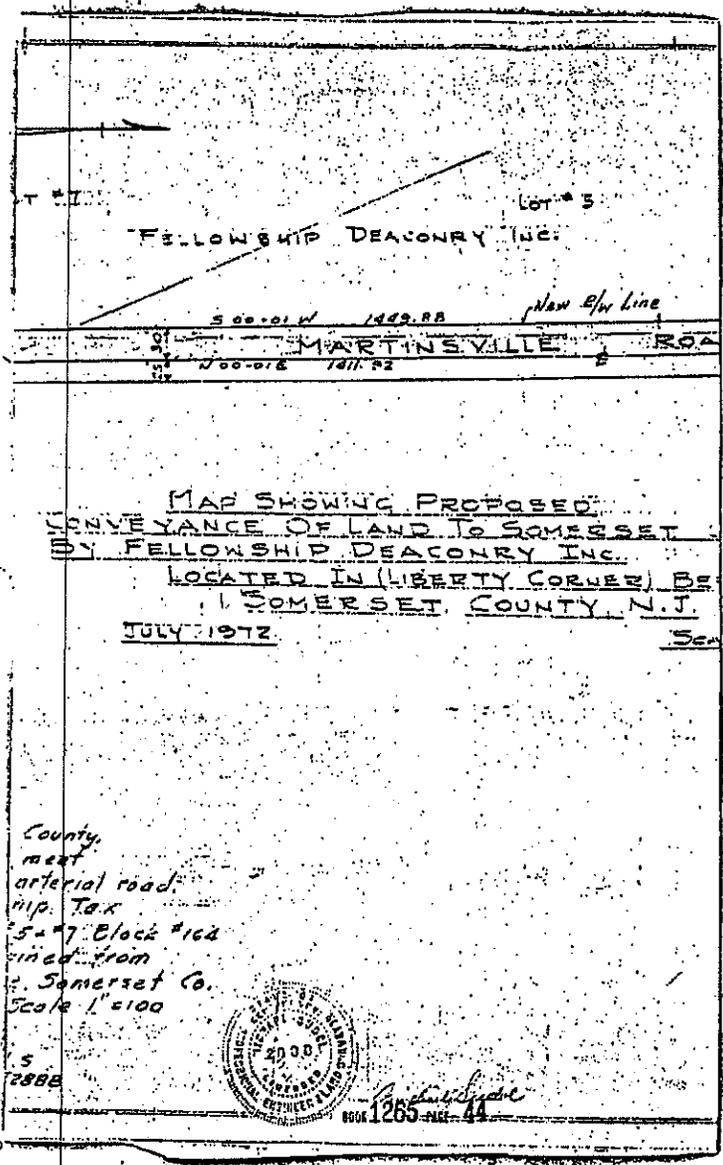
1265-42
R 8-4-72



Note: This parcel is required by Somerset County for future widening of Martinsville Road, to meet requirements of County Master Plan as an arter. This parcel is identified on Barnard T-ship assessment map 54-4-3 as part of lots #5 & #6. Data for the preparation of this map, obtained Map # 33-D on file in County Clerks Office, So. N.C. Titled 'Martinsville - Liberty Car Rd.' Scale dated June 1989.

Michael Sudol, P.E., L.S.
 State of N.C. License #2888

NOV 12 1989, PAGE 43

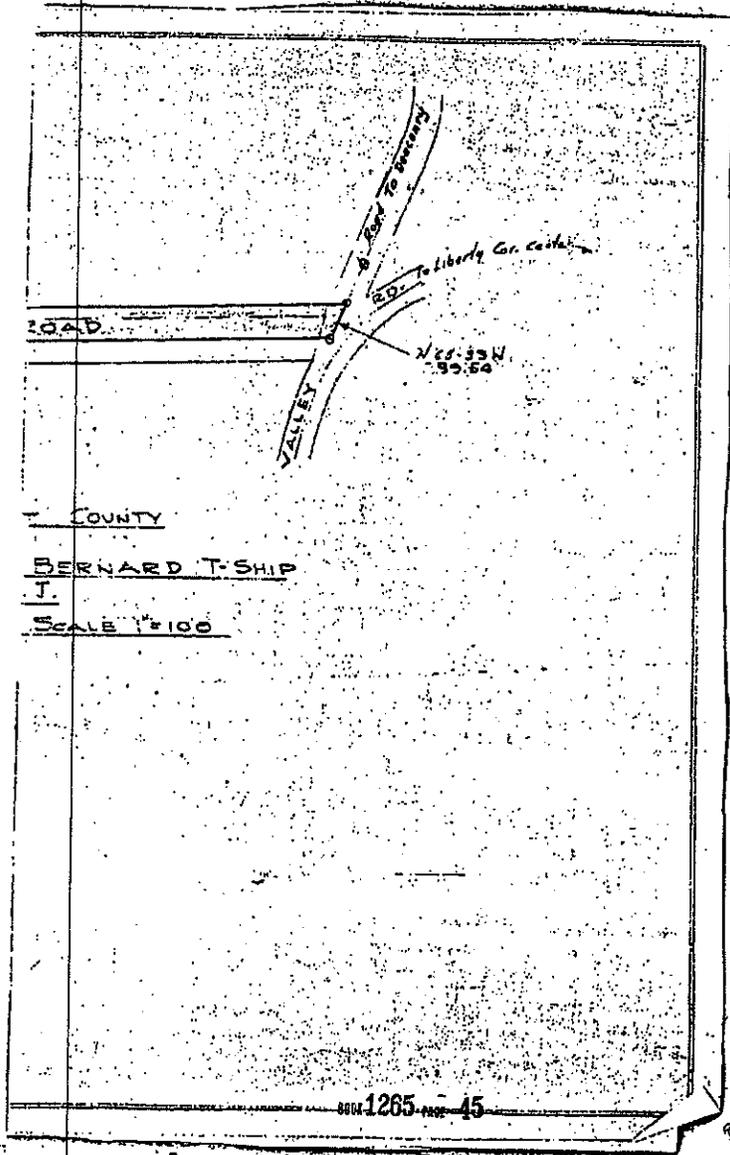


MAP SHOWING PROPOSED
 CONVEYANCE OF LAND TO SOMERSET
 BY FELLOWSHIP DEACONRY INC.
 LOCATED IN (LIBERTY CORNER) BE
 SOMERSET COUNTY N.J.
 JULY 1972.

County
 meet
 arterial road
 map. Tax
 5-17 Block #162
 lined from
 Somerset Co.
 Scale 1"=100'



BOOK 1265 PAGE 44



COUNTY

BERNARD T-SHIP

T.

SCALE 1"=100'

Acknowledgment for Corporation

State of New Jersey } ss.
County of Somerset

Be it remembered, that on this 20th day of July 1972, before me, the subscriber, an Attorney at Law of New Jersey,

personally appeared **Lina L. Neuter**

who, being by me duly sworn on her oath, depose and makes proof to my satisfaction, that she is the Secretary of Fellowship Deaconry, Inc.

the Corporation named in the within instrument; that **Ludwig Arwarding** is the President of said Corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness, 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. 1965 c. 48, Sec. 1 (a), is \$ 150

Sworn to and subscribed before me, the deputy clerk.

David S. Gans
David S. Gans
Attorney at Law of New Jersey

Lina L. Neuter
Lina L. Neuter

Prepared by: David S. Gans, Esquire
35 Olcott Square
Barnardville, N. J. 07924

Aug 4 9 08 AM '72
SOMERSET COUNTY
L. R. OLSON, CLERK

RECORDED

Proof by Subscribing Witness
State of New Jersey
County of

RECORDED
SOMERSET COUNTY, N. J.
Aug-4-1972
PAID 4.25
1205

Be it remembered, that on this 13th day of July 1972, before me

personally appeared who, I am satisfied, is the person who signed the within instrument as of

the corporation named therein and he thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors, 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. 1965 c. 48, Sec. 1 (a), is \$

ROAD EASEMENT

69332

FELLOWSHIP DEACONRY, INC.

COUNTY OF SOMERSET

Dated July 26, 1972

RETURNS TO Co-ORD PLANNING BOARD

NO FEE

Office of the County Clerk
Somerset County
Somerville, New Jersey

END OF DOCUMENT

BOOK 1265 PAGE 46

described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever: except as aforesaid.

AND ALSO that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid;

AND ALSO, that Arthur Carlson will WARRANT, secure, and forever defend the said land and premises unto the said Jesse K. Vreeland and Alyce L. Vreeland, their heirs and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the said party of the first part have herunto set their hands and seals the day and year first above written.

Signed, sealed and delivered : Arthur Carlson (L.S.)
in the presence of : Ellen M. Carlson (L.S.) (*)
Addison C. Ely

Stamp \$1.00 - Cancelled.

STATE OF NEW JERSEY :
COUNTY OF UNION : SS
BE IT REMEMBERED, that on this 3rd day of January, in the year of our Lord one thousand nine hundred and forty, before me the subscriber, a Master in Chancery of New Jersey personally appeared Arthur Carlson and Ellen M. Carlson, his wife, who, I am satisfied, are the grantors mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that, they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Addison C. Ely
Master in Chancery of N. J.
Received and Recorded January 4th, 1940, at 8:59 A. M.
Walter K. Crater, Clerk.

6388
William W. Weller and : THIS INDENTURE, made the 28th day of December, in the year of our Lord one thousand
Katharine F., his wife, et als : december, in the year of our Lord one thousand
to : nine hundred and thirty nine,
Townships of Warren and : BETWEEN William W. Weller and Katharine F.
Bernards in the County of Somerset : Weller, his wife, and Rollin J. Francis and
Frances Francis, his wife, all of the Township of Bernards in the County of Somerset and State of New Jersey, parties of the first part;

AND The Townships of Warren and Bernards in the County of Somerset, municipal corporations of the State of New Jersey, party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said parties of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, its successors and assigns forever,

ALL those tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Townships of Warren and Bernards in the County of Somerset and State of New Jersey:

BEGINNING at a point marking the intersection of the proposed easterly right-of-way line of the Martinsville-Liberty Corner Road and the boundary line between the lands of Herbert H. Hilmer and the lands owned jointly by William W. Weller and Rollin J. Francis and running thence (1) along proposed easterly right-of-way line of said road north 00 degrees 01 minutes east 1382.82 feet to a point in the line of lands of George L. Acken; thence (2) along line of lands of said George L. Acken north 22 degrees 23 minutes west 131.20 feet to a point in the proposed westerly right-of-way of aforementioned road; thence (3) along said proposed westerly right-of-way line south 00 degrees 01 minute west 1450.92 feet to a point in the boundary line between lands of Herbert H. Hilmer and lands owned jointly by William W. Weller and Rollin J. Francis; thence (4) along said boundary line north 75 degrees 20 minutes east 51.68 feet to the point or place of Beginning. Containing 1.595 acres more or less.

NOTE: All land lying north of the center of the Dead River (the boundary line between the Townships of Bernards and Warren) is conveyed solely to the Township of Bernards.

The right to grade and maintain such slopes as may be without the boundary lines of the above described tract but immediately adjacent thereto is hereby granted to the party of the second part.

The right to reconstruct, operate and maintain the drainage ditches shown on the map hereinafter referred to is hereby granted to the party of the second part.

The above described tract of land is more particularly shown on a map (to be filed in the office of the Clerk of the County of Somerset) entitled "Map showing proposed

I 24-17
R 1-4-40

change in the alignment of a section of Martinsville-Liberty Corner Road, Bernards and Warren Townships, Somerset County, New Jersey, Scale 1" = 100' June, 1939", made by Kenneth A. Turner, Professional Engineer and Land Surveyor, N. J. authorization No. 821, Basking Ridge and Bernardsville, N. J.

SECOND TRACT: BEGINNING at a point marking the intersection of the proposed westerly right-of-way line of the Martinsville-Liberty Corner Road and the proposed southerly right-of-way line of the extension of Old Pluckemin Road and running thence (1) along the proposed southerly right-of-way line of the extension of Old Pluckemin Road south 59 degrees 03 minutes west 1029.56 feet to a point in the easterly right-of-way line of the Martinsville-Liberty Corner Road; thence (2) along said easterly right-of-way line north 36 degrees 33 minutes west 50.24 feet to a point in the proposed northerly right-of-way line of extension of Old Pluckemin Road; thence (3) along said proposed northerly right-of-way line north 59 degrees 03 minutes east 1064.48 feet to a point in the proposed westerly right-of-way line of the Martinsville-Liberty Corner Road; thence (4) along said proposed westerly right-of-way line south 00 degrees 01 minutes west 38.32 feet to the point or place of Beginning. Containing 1.2018 acres.

The above described tract of land is more particularly shown on a map (to be filed in the office of the Clerk of the County of Somerset) entitled "Map showing proposed change in the alignment of a section of Martinsville-Liberty Corner Road, Bernards and Warren Townships, Somerset County, New Jersey, Scale 1" = 100' June, 1939", made by Kenneth A. Turner, Professional Engineer and Land Surveyor, N. J. authorization No. 821, Basking Ridge and Bernardsville, N. J.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said parties of the first part, of, in and to the same, and of, in and to every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever:

AND the said William W. Weller and Katherine F. Weller, his wife, and Rollin J. Francis and Frances Francis, his wife, do for themselves, their heirs, executors and administrators, covenant and agree to and with the said party of the second part, its successors and assigns, that they, the said William W. Weller and Katherine F. Weller, his wife, and Rollin J. Francis and Frances Francis, his wife, are the true, lawful and right owners of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever:

AND ALSO that the said parties of the first part now have good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid:

AND ALSO, that they, the said William W. Weller and Katherine F. Weller, his wife, Rollin J. Francis and Frances Francis, his wife, will WARRANT, secure, and forever defend the said land and premises unto the said party of the second part, its successors and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

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

Signed, sealed and delivered:

in the presence of	(Signed)	William W. Weller	(L.S.)
Gertrude L. Tripp (Mrs. H. J.)	(Typed)	Katherine F. Weller	(L.S.)
Notary Pub. of N. J.		Rollin J. Francis	(L.S.)
My Com. expires Feb. 27, 1944		Frances Francis	(L.S.)

STATE OF NEW YORK

COUNTY OF NEW YORK

BE IT REMEMBERED, that on this 28th day of December, in the year of our Lord one thousand nine hundred and thirty nine, before me the subscriber, James J. McGovern personally appeared William W. Weller and Rollin J. Francis, who I am satisfied are the persons mentioned in the within instrument, and to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

James J. McGovern (L.S.)
Notary Public, Bronx Co. No. 24,

Reg. No. 35M40
Cert. filed in N. Y. Co. No. 21E, Reg. No. 0M4124
Cert. filed in Kings Co. No. 61, Reg. No. 168
Commission Expires March 30th, 1940

STATE OF NEW YORK :
COUNTY OF NEW YORK : SS:

No. 27824

I, Archibald R. Watson, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that James J. McGovern whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 27 day of Dec. 1939.

Archibald R. Watson (L.S.)
County Clerk and Clerk of the Supreme Court.

STATE OF NEW JERSEY :
COUNTY OF MORRIS : SS:

BE IT REMEMBERED, that on this 28th day of December, in the year of our Lord one thousand nine hundred and thirty nine, before me the subscriber personally appeared Frances Francis, wife of Rollin J. Francis, who I am satisfied is the person mentioned in the within instrument, and to whom I first made known the contents thereof, and thereupon she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

Gertrude L. Tripp (L.S.)
Notary Pub. of N. J.
My Com. Expires Feb. 26, 1944

STATE OF NEW JERSEY :
COUNTY OF SOMERSET : SS:

BE IT REMEMBERED, that on this 30th day of December, in the year of our Lord one thousand nine hundred and thirty nine, before me the subscriber, personally appeared Katherine K. Waller, wife of William W. Waller, who, I am satisfied is the person mentioned in the within instrument, and to whom I first made known the contents thereof, and thereupon she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

Ethel Stantial (L.S.)
Notary Public of N. J.
Comm. expires Jan. 1944

Received and Recorded January 4th, 1940, at 9:33 A. M.
Walter K. Grater, Clerk.

6389

Peter Osowski : THIS DEED, made the 22nd day of December, in the year one
to : thousand nine hundred and thirty nine
Joseph Palecki : BETWEEN Peter Osowski (widower) of the City of Jersey City
in the County of Hudson and State of New Jersey party of the
first part.

AND Joseph Palecki and --- his wife, of the Borough of Manville in the County of Somerset and State of New Jersey party of the second part;

WITNESSETH, that in consideration of one (\$1.00) dollar and other good and lawful consideration, lawful money of the United States, the said party of the first part, with GENERAL WARRANTY, do grant, bargain, sell, release and convey unto the said party of the second part their heirs and assigns forever,

ALL those certain lots, tracts or parcels of land and premises, hereinafter particularly described, situate in the Borough of Manville in the County of Somerset and State of New Jersey.

Being each 25 feet in width in front and rear and 100 feet in depth on each side, be said several dimensions more or less; being lots known as and by the Nos. 33, 34 and 35 in Block 22 on a Map entitled "Manville Plaza, Hillsboro, Somerset County, New Jersey, Map by H. C. Van Emburgh, Surveyor and Civil Engineer," which said map was filed in the office of the Clerk of the said County of Somerset on the 7th day of June, 1917.

TO HAVE AND TO HOLD said premises with the appurtenances unto the party of the second part their heirs and assigns forever:

THE SAID Peter Osowski covenant that he will warrant generally the property here- by conveyed; that he - lawfully seized of the said land; that he has the right to convey the said land to the grantee; that the grantee shall have quiet possession of the said land free of incumbrances.

AND that he will execute such further assurances of the said lands as may be requisite.

AND ALSO, that Louis Kepler Hyde, Jr. and Penelope W. Hyde will WARRANT, secure, and forever defend the said land and premises unto the said Hester M. Phillips, her heirs and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered: Louis Kepler Hyde, Jr. ---
in the presence of Penelope W. Hyde ---
Albert C. Penn, Jr.

Stamps \$2.00 - Cancelled.

STATE OF NEW JERSEY :
COUNTY OF UNION : SS:

BE IT REMEMBERED, that on this 14th day of May in the year of our Lord one thousand nine hundred and forty, before me the subscriber, a Notary Public of New Jersey personally appeared Louis Kepler Hyde, Jr. and Penelope W. Hyde -- who, I am satisfied, are the grantors mentioned in the within Deed, and to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

AND the said Penelope W. Hyde being by me privately examined, separate and apart from her said husband, further acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, FREELY, without any fear, threats or compulsion of her said husband.

Angie C. Ferrara (L.S.)
Notary Public of N. J.
My Commission Expires Apr. 12, 1942

Received and Recorded May 18th, 1940, at 8:03 A. M.
Walter K. Crater, Clerk.

7371

George L. Acken : THIS INDENTURE, made the Thirteenth day of May, in the
to : year of our Lord one thousand nine hundred and forty
Township of Bernards in : BETWEEN George L. Acken, widower, of the Township of
the County of Somerset : Bernards in the County of Somerset and State of New
Jersey, party of the first part:

AND Township of Bernards in the County of Somerset a municipal corporation, of the State of New Jersey, party of the second part;

WITNESSETH, that the said party of the first part, for and in consideration of thirteen hundred and sixty (\$1360.00) dollars lawful money of the United States of America, to him in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to its successors and assigns, forever,

ALL that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Bernards in the County of Somerset and State of New Jersey.

BEGINNING at a point marking the intersection of the proposed easterly right-of-way line of the Martinsville-Liberty Corner Road and the boundary line between the lands owned jointly by William W. Weller and Rollin J. Francis and the lands of George L. Acken and running thence (1) along said proposed easterly right-of-way line north 00 degrees 01 minute east 1144.51 feet to a point in the southerly right-of-way line of county Route No. 7; thence (2) north 74 degrees 25 minutes west 51.82 feet to a point in the proposed westerly right-of-way line of the Martinsville-Liberty Corner Road; thence (3) along said proposed westerly right-of-way line south 00 degrees 01 minutes west 1037.13 feet to a point in the boundary line between lands owned jointly by William W. Weller and Rollin J. Francis and lands of George L. Acken; thence (4) along said boundary line south 22 degrees 23 minutes east 131.20 feet to the point or place of beginning. Containing 1.252 acres more or less.

Together with the right to grade and maintain such slopes as may be without the boundary lines of the above described tract but immediately adjacent thereto and together with the right to reconstruct, operate, and maintain the drainage ditches shown on the map hereinafter referred to.

The party of the second part, provided suitable elevation can be obtained, hereby agrees to construct a cattle underpass for the use of the owner at such time as the proposed improvement of the Martinsville-Liberty Corner Road is undertaken.

The above described tract of land is more particularly shown on a map (to be filed in the office of the Clerk of the County of Somerset) entitled "Map showing proposed change in the alignment of a section of Martinsville-Liberty Corner Road, Bernards and Warren Townships, Somerset County, New Jersey, Scale 1" = 100' June, 1939" made by Kenneth A. Turner, Professional Engineer and Land Surveyor, N. J. authorization No. 021, Seeking

J24-219
R 5-18-40

Ridge and Bernardsville, N. J.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof,

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever:

AND the said party of the first part, does for himself, his heirs, executors and administrators covenant and agree to and with the said party of the second part, its successors and assigns, that he, the said party of the first part, is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever:

AND ALSO that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid;

AND ALSO, that the said party of the first part, will WARRANT, secure, and forever defend the said land and premises unto the said party of the second part, its successors and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered :
in the presence of :

George L. Acken (L.S.)

Frank H. Blatz

Stamps \$2.00 - Cancelled.

STATE OF NEW JERSEY :
COUNTY OF UNION : SS:

BE IT REMEMBERED, that on this 13th day of May in the year of our Lord one thousand nine hundred and forty, before me, the subscriber, a Master in Chancery of New Jersey personally appeared George L. Acken, widower, who, I am satisfied, is the grantor mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that, he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Frank H. Blatz
Master in Chancery of New Jersey

Received and Recorded May 18th, 1940, at 8:08 A. M.
Walter K. Crater, Clerk.

7372

City Hall Land & Improvement Co., Inc. : THIS INDENTURE, made the fifteenth day of December in the year of our Lord one thousand nine hundred and thirty seven to :
Paul Kilgus et al : BETWEEN City Hall Land & Improvement Co., Inc. a corporation organized under and pursuant to the laws of the

State of New York, party of the first part
AND Paul Kilgus and Erwin Ohngemach of the City of Union in the County of Hudson and State of New Jersey of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of one thousand fifty (\$1500.00) dollars lawful money of the United States of America, to it in hand well and truly paid by the said parties of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed, and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm, unto the said parties of the second part, and to their heirs and assigns forever, ALL that certain tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of North Plainfield in the County of Somerset and State of New Jersey

A parcel of land as shown and laid out on a certain map, entitled Amended Map of North Plainfield Park, hereinafter more particularly described, bounded and described as follows:

BEGINNING at a point formed at the intersection of the northeasterly line of Andrew Street and the northwesterly line of Lenox Avenue, thence running northeasterly along the

16033

DEED

Prepared by: (Print signer's name below signature)
Howard P. Shaw
Howard P. Shaw, Esq.

This Deed is made on May 17, 1989

BETWEEN

FELLOWSHIP DEACONRY, INC.

a corporation of the state of New Jersey
having its principal office at P. O. Box 204, Liberty Corner, New Jersey 07938
referred to as the Grantor.

AND

TOWNSHIP OF BERNARDS, a body politic and corporate in the
County of Somerset, State of New Jersey

whose post office address is Collyer Lane, Basking Ridge, N. J. 07920
referred to as the Grantee.

The word "Grantee" shall mean 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 TWENTY-TWO THOUSAND, THREE
HUNDRED FIFTY and 00/100 (\$22,350.00) DOLLARS

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Bernards Township
Block No. 175 part of Lot No. 41 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 Township of Bernards
County of Somerset and State of New Jersey. The legal description is:

(See Schedule A Legal Description attached hereto.)

JUN 19 1989
SOMERSET COUNTY
R.P. WIDIN, CLERK

BEING a portion of the premises conveyed to the Grantor herein by deed from
Robert C. Lee and Elaine Calder Lee, his wife, dated October 15, 1953 and recorded
on October 29, 1953, in Deed Book 812, page 569.

COUNTY OF SOMERSET
CONSIDERATION \$22,350.00
REALTY TRANSFER TAX Collyer Lane
DATE 5/17/89 BY [Signature]

RECORDED IN DEED BK 1737 PG 496

R 676-89

DESCRIPTION

All that tract or parcel of land lying and being situate in the Township of Bernards, County of Somerset, State of New Jersey and more particularly described as follows:

Parcel 11, including specifically all the land and premises located at about Station 168+75 (base line stationing), bounded on the south by the existing Right of Way line of Allen Road; and on the north by the proposed Right of Way line of Allen Road; all as shown on the aforesaid map; containing 0.427 acre more or less; together with the right to form and maintain slopes for grading the said Road as far as the line marked "Top Slope" (or "Toe Slope") on the aforesaid map, including the right to top soil, seed, plant trees, vines and shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the road; Provided, however, that the slope easement may be annulled only after the Township has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the road so as to make the continuance of the slope right unnecessary;

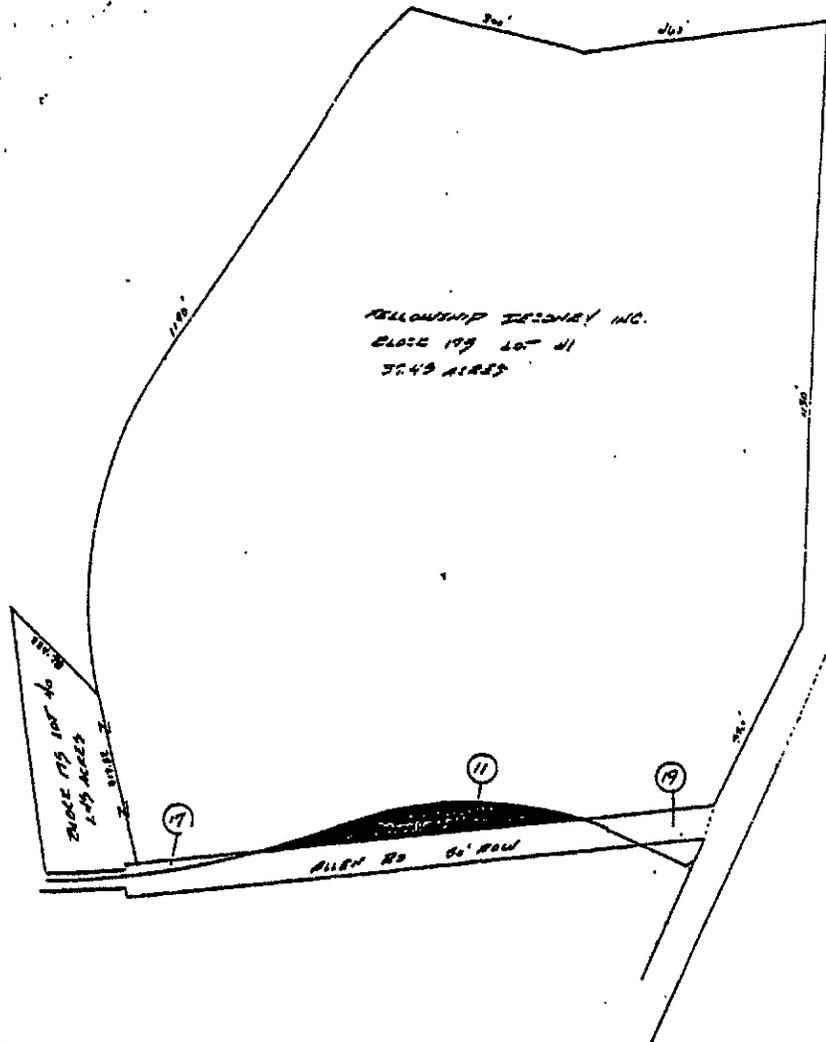
And also the right to construct and maintain headwalls and pipes at the locations shown on the aforesaid map;

Being also known as a portion of Lot 41, Block 175 on the Official Tax Map of the Township of Bernards.

*and on a map entitled "Allen Road Improvements, Bernards Township, N.J., R.O.W. Plans, Project No. 1446, prepared by Storch Engineers, William L. Deane, P.E." (hereinafter called "the aforesaid map") which is on file with the Township of Bernards, and copies of the pertinent portions of which are attached hereto;



BK 1737 PG 497

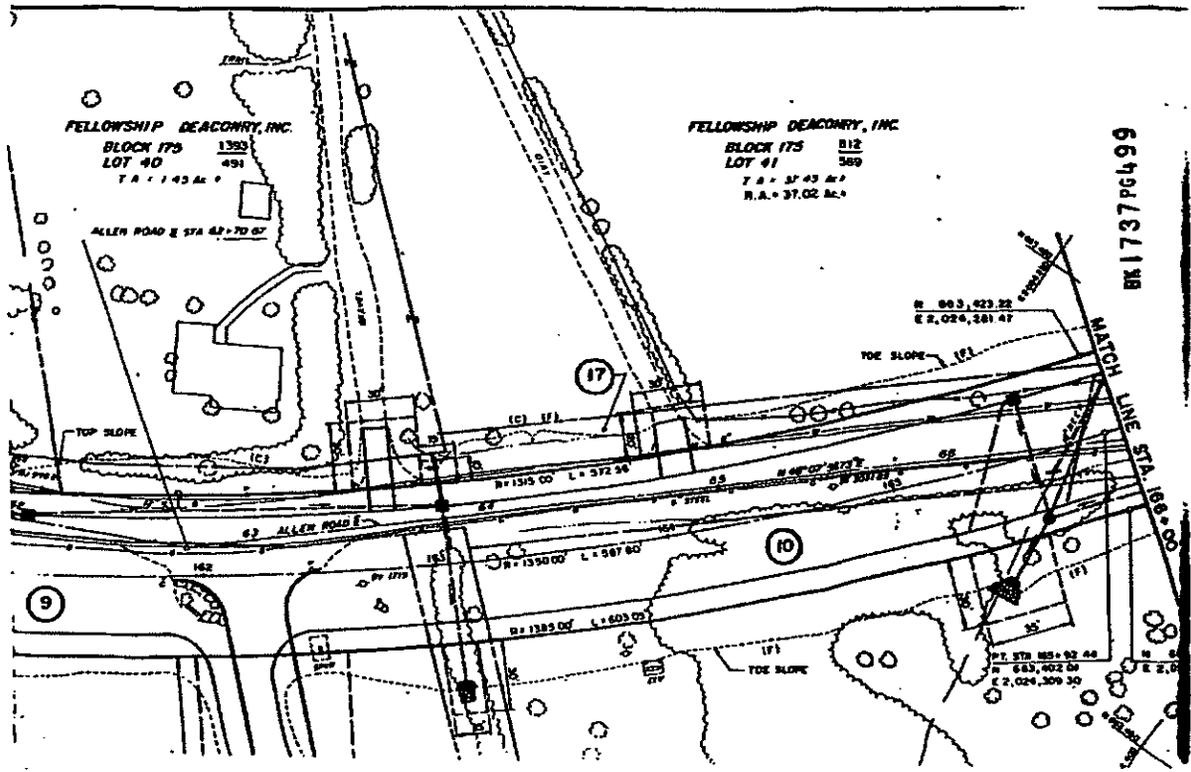


BOOK 1694 PAGE 326

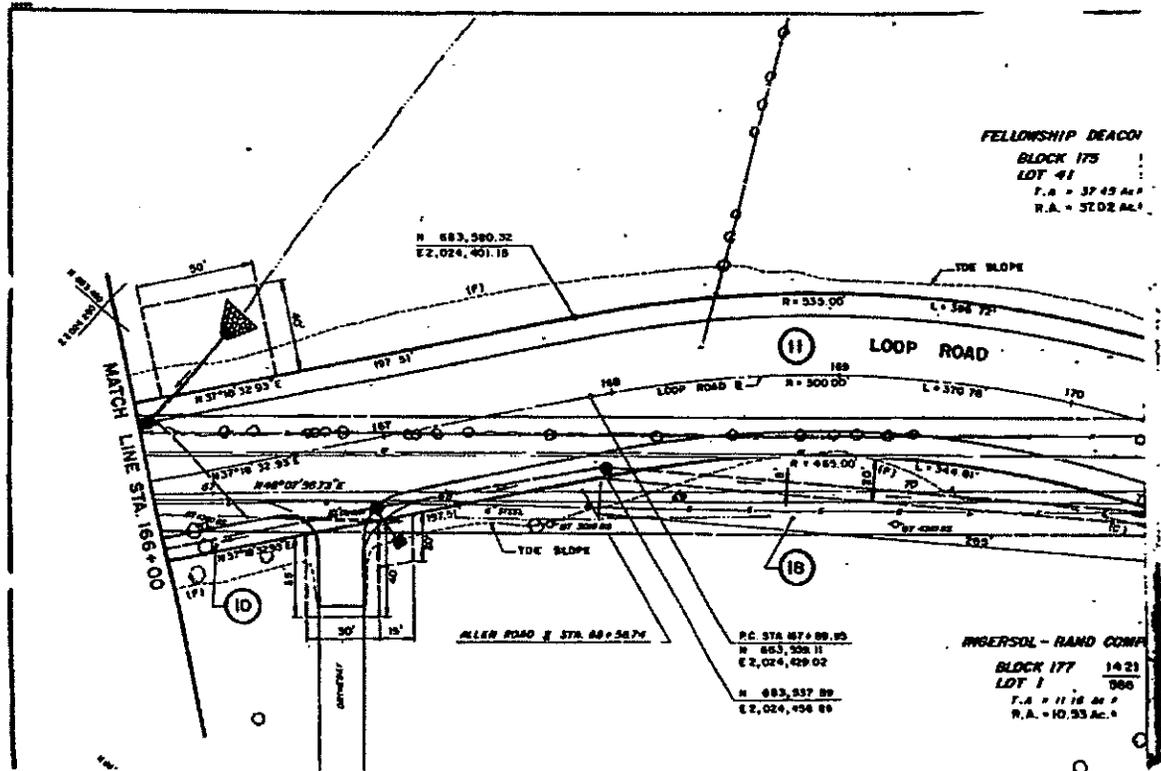
BK 1737 PG 498

FELLOWSHIP DEACONRY, INC.
BLOCK 173 1393
LOT 40 491
T.A. = 1.43 Ac.

FELLOWSHIP DEACONRY, INC.
BLOCK 173 812
LOT 41 589
T.A. = 37.43 Ac.
N.A. = 37.02 Ac.

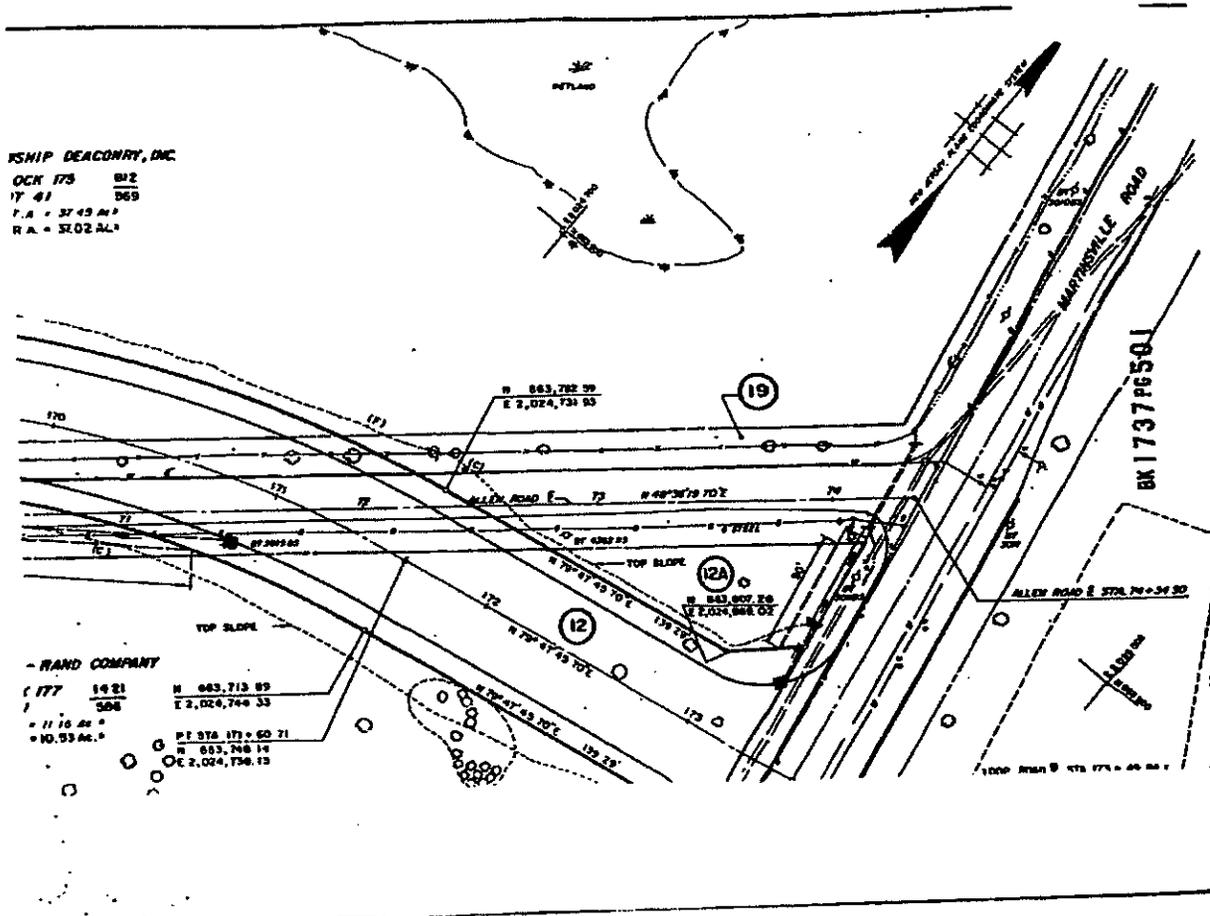


BK 1737PG499



BX 1737PG500

VSHIP DEACONRY, INC
 OCN 175 812
 Y 41 969
 T.A. = 37 43 44
 R.A. = 3102 AL



- RAND COMPANY
 C 177 14 21 N 683,713.89
 508 E 2,024,744.33
 = 11 10 44
 = 10.93 44.9
 N 87° 57' 45.70\" E
 N 683,745.14
 E 2,024,738.13

BK 1737 PG 50 J

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
OR
PARTIAL EXEMPTION
(c. 176, P.L. 1976)

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

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 223, 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 \$ 22,350.00
Realty Transfer Fee \$ Amount
Date 6/16/89 By [Signature]

(I) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)
*Use symbol "C" to indicate that fee is exclusively for county use.

Depositor, Howard P. Shaw, being duly sworn according to law upon his/her oath deposes and says that he/she is the legal representative of Grantee
is a deed dated May 17, 1989 transferring real property identified as Block No. 175, part of Lot No. 41 located at Township of Bernards, Somerset County

(C) CONSIDERATION (See Instruction #6) and stated hereto.

Depositor states that, with respect to deed hereto amount, 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 firm or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 22,350.00

(D) FULL EXEMPTION FROM FEE Depositor 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.
Transfer to government body

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

Depositor claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1976 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.

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

Subscribed and Sworn to before me this day of June 14, 1989
[Signature] Howard P. Shaw
Fellowship Deaconry
10 Washington Street
Morristown, N.J. 07960
P.O. Box 204
Liberty Corner, N.J. 07938

Notary Public of N.J.
LYNNE M. STAGI
Notary Public of New Jersey
My Commission Expires Sept. 27, 1993

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number 16633 County AMERSON
Deed Number _____ Book _____
Deed Dated 5/17/89 Date Recorded 6/16/89

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 - Write 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.

BK 1737 PG 502

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

Premises 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. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.



Rita Krohn
Rita Krohn Secretary

By: *Edwin Achenbach*
Edwin Achenbach President

STATE OF NEW JERSEY, COUNTY OF SOMERSET SS:
I CERTIFY that on May 17, 19 89
RITA KROHN

- personally came before me and this person acknowledged under oath, to my satisfaction, that:
- (a) this person is the secretary of FELLOWSHIP DIACONRY, INC. 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 Edwin Achenbach 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 \$ 22,350.00 (Such consideration is defined in N.J.S.A. 46:15-5.)

Signel and sworn to before me on May 17, 19 89

Anna M. Legac
Anna M. Legac
Notary Public of New Jersey
My Commission Expires 4/20/93

Rita Krohn
Rita Krohn
(Print name of signing witness below signature)

16033

DEED

FELLOWSHIP DEACONRY, INC.

TO

BERNARDS TOWNSHIP

Grantor.

Grantee.

Dated: May 17, . 1989

Record and return to:

SCHENCK, PRICE, SMITH & KING
10 Washington St.
Morristown, New Jersey 07960
Attn: Howard P. Shaw

BK1737PG504

END OF DOCUMENT

#34-
6/16/89. JZ

described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever: except as aforesaid.

AND ALSO that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises inanner aforesaid;

AND ALSO, that Arthur Carlson will WARRANT, secure, and forever defend the said land and premises unto the said Jesse K. Vreeland and Alyce L. Vreeland, their heirs and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the said party of the first part have herunto set their hands and seals the day and year first above written.

Signed, sealed and delivered : Arthur Carlson (L.S.)
in the presence of : Ellen M. Carlson (L.S.) (*)
Addison C. Ely

Stamp \$1.00 - Cancelled.

STATE OF NEW JERSEY :
COUNTY OF UNION : SS

BE IT REMEMBERED, that on this 3rd day of January, in the year of our Lord one thousand nine hundred and forty, before me the subscriber, a Master in Chancery of New Jersey personally appeared Arthur Carlson and Ellen M. Carlson, his wife, who, I am satisfied, are the grantors mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that, they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Addison C. Ely
Master in Chancery of N. J.
Received and Recorded January 4th, 1940, at 8:59 A. M.
Walter K. Crater, Clerk.

6388

William W. Weller and : THIS INDENTURE, made the 28th day of December, in the year of our Lord one thousand
Katharine F., his wife, et als : december, in the year of our Lord one thousand
to : nine hundred and thirty nine,
Townships of Warren and : BETWEEN William W. Weller and Katharine F.
Bernards in the County of Somerset : Weller, his wife, and Rollin J. Francis and
Frances Francis, his wife, all of the Township of Bernards in the County of Somerset and State of New Jersey, parties of the first part;

AND The Townships of Warren and Bernards in the County of Somerset, municipal corporations of the State of New Jersey, party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of one dollar and other good and valuable consideration lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said parties of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, its successors and assigns forever,

ALL those tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Townships of Warren and Bernards in the County of Somerset and State of New Jersey:

BEGINNING at a point marking the intersection of the proposed easterly right-of-way line of the Martinsville-Liberty Corner Road and the boundary line between the lands of Herbert H. Hilmer and the lands owned jointly by William W. Weller and Rollin J. Francis and running thence (1) along proposed easterly right-of-way line of said road north 00 degrees 01 minutes east 1382.82 feet to a point in the line of lands of George L. Acken; thence (2) along line of lands of said George L. Acken north 22 degrees 23 minutes west 131.20 feet to a point in the proposed westerly right-of-way of aforementioned road; thence (3) along said proposed westerly right-of-way line south 00 degrees 01 minute west 1450.92 feet to a point in the boundary line between lands of Herbert H. Hilmer and lands owned jointly by William W. Weller and Rollin J. Francis; thence (4) along said boundary line north 75 degrees 20 minutes east 51.68 feet to the point or place of Beginning. Containing 1.595 acres more or less.

NOTE: All land lying north of the center of the Dead River (the boundary line between the Townships of Bernards and Warren) is conveyed solely to the Township of Bernards.

The right to grade and maintain such slopes as may be without the boundary lines of the above described tract but immediately adjacent thereto is hereby granted to the party of the second part.

The right to reconstruct, operate and maintain the drainage ditches shown on the map hereinafter referred to is hereby granted to the party of the second part.

The above described tract of land is more particularly shown on a map (to be filed in the office of the Clerk of the County of Somerset) entitled "Map showing proposed

I 24-17
R 1-4-40

change in the alignment of a section of Martinsville-Liberty Corner Road, Bernards and Warren Townships, Somerset County, New Jersey, Scale 1" = 100' June, 1939", made by Kenneth A. Turner, Professional Engineer and Land Surveyor, N. J. authorization No. 821, Basking Ridge and Bernardsville, N. J.

SECOND TRACT: BEGINNING at a point marking the intersection of the proposed westerly right-of-way line of the Martinsville-Liberty Corner Road and the proposed southerly right-of-way line of the extension of Old Pluckemin Road and running thence (1) along the proposed southerly right-of-way line of the extension of Old Pluckemin Road south 59 degrees 03 minutes west 1029.56 feet to a point in the easterly right-of-way line of the Martinsville-Liberty Corner Road; thence (2) along said easterly right-of-way line north 36 degrees 33 minutes west 50.24 feet to a point in the proposed northerly right-of-way line of extension of Old Pluckemin Road; thence (3) along said proposed northerly right-of-way line north 59 degrees 03 minutes east 1064.48 feet to a point in the proposed westerly right-of-way line of the Martinsville-Liberty Corner Road; thence (4) along said proposed westerly right-of-way line south 00 degrees 01 minutes west 38.32 feet to the point or place of Beginning. Containing 1.2018 acres.

The above described tract of land is more particularly shown on a map (to be filed in the office of the Clerk of the County of Somerset) entitled "Map showing proposed change in the alignment of a section of Martinsville-Liberty Corner Road, Bernards and Warren Townships, Somerset County, New Jersey, Scale 1" = 100' June, 1939", made by Kenneth A. Turner, Professional Engineer and Land Surveyor, N. J. authorization No. 821, Basking Ridge and Bernardsville, N. J.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said parties of the first part, of, in and to the same, and of, in and to every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever:

AND the said William W. Weller and Katherine F. Weller, his wife, and Rollin J. Francis and Frances Francis, his wife, do for themselves, their heirs, executors and administrators, covenant and agree to and with the said party of the second part, its successors and assigns, that they, the said William W. Weller and Katherine F. Weller, his wife, and Rollin J. Francis and Frances Francis, his wife, are the true, lawful and right owners of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever:

AND ALSO that the said parties of the first part now have good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid:

AND ALSO, that they, the said William W. Weller and Katherine F. Weller, his wife, Rollin J. Francis and Frances Francis, his wife, will WARRANT, secure, and forever defend the said land and premises unto the said party of the second part, its successors and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

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

Signed, sealed and delivered:

In the presence of :
Gertrude L. Tripp (Mrs. H. J.) (L.S.)
Notary Pub. of N. J.
My Com. expires Feb. 27, 1944

(Signed) William W. Weller (L.S.)
(Signed) Katherine F. Weller (L.S.)
(Typed) Katherine F. Weller
Rollin J. Francis (L.S.)
Frances Francis (L.S.)

STATE OF NEW YORK :

COUNTY OF NEW YORK : SS:

BE IT REMEMBERED, that on this 28th day of December, in the year of our Lord one thousand nine hundred and thirty nine, before me the subscriber, James J. McGovern personally appeared William W. Weller and Rollin J. Francis, who I am satisfied are the persons mentioned in the within instrument, and to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

James J. McGovern (L.S.)
Notary Public, Bronx Co. No. 24,

Reg. No. 35M40
Cert. filed in N. Y. Co. No. 21E, Reg. No. 0M4124
Cert. filed in Kings Co. No. 61, Reg. No. 168
Commission Expires March 30th, 1940

STATE OF NEW YORK :
COUNTY OF NEW YORK : SS:

No. 27824

I, Archibald R. Watson, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that James J. McGovern whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 27 day of Dec. 1939.

Archibald R. Watson (L.S.)
County Clerk and Clerk of the Supreme Court.

STATE OF NEW JERSEY :
COUNTY OF MORRIS : SS:

BE IT REMEMBERED, that on this 28th day of December, in the year of our Lord one thousand nine hundred and thirty nine, before me the subscriber personally appeared Frances Francis, wife of Rollin J. Francis, who I am satisfied is the person mentioned in the within instrument, and to whom I first made known the contents thereof, and thereupon she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

Gertrude L. Tripp (L.S.)
Notary Pub. of N. J.
My Com. Expires Feb. 26, 1944

STATE OF NEW JERSEY :
COUNTY OF SOMERSET : SS:

BE IT REMEMBERED, that on this 30th day of December, in the year of our Lord one thousand nine hundred and thirty nine, before me the subscriber, personally appeared Katherine K. Waller, wife of William W. Waller, who, I am satisfied is the person mentioned in the within instrument, and to whom I first made known the contents thereof, and thereupon she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

Ethel Stantial (L.S.)
Notary Public of N. J.
Comm. expires Jan. 1944

Received and Recorded January 4th, 1940, at 9:33 A. M.
Walter K. Grater, Clerk.

6389

Peter Osowski : THIS DEED, made the 22nd day of December, in the year one
to : thousand nine hundred and thirty nine
Joseph Palecki : BETWEEN Peter Osowski (widower) of the City of Jersey City
in the County of Hudson and State of New Jersey party of the

first part.

AND Joseph Palecki and --- his wife, of the Borough of Manville in the County of Somerset and State of New Jersey party of the second part;

WITNESSETH, that in consideration of one (\$1.00) dollar and other good and lawful consideration, lawful money of the United States, the said party of the first part, with GENERAL WARRANTY, do grant, bargain, sell, release and convey unto the said party of the second part their heirs and assigns forever,

ALL those certain lots, tracts or parcels of land and premises, hereinafter particularly described, situate in the Borough of Manville in the County of Somerset and State of New Jersey.

Being each 25 feet in width in front and rear and 100 feet in depth on each side, be said several dimensions more or less; being lots known as and by the Nos. 33, 34 and 35 in Block 22 on a Map entitled "Manville Plaza, Hillsboro, Somerset County, New Jersey, Map by H. C. Van Emburgh, Surveyor and Civil Engineer," which said map was filed in the office of the Clerk of the said County of Somerset on the 7th day of June, 1917.

TO HAVE AND TO HOLD said premises with the appurtenances unto the party of the second part their heirs and assigns forever:

THE SAID Peter Osowski covenant that he will warrant generally the property here- by conveyed; that he - lawfully seized of the said land; that he has the right to convey the said land to the grantee; that the grantee shall have quiet possession of the said land free of incumbrances.

AND that he will execute such further assurances of the said lands as may be requisite.

AND ALSO, that Louis Kepler Hyde, Jr. and Penelope W. Hyde will WARRANT, secure, and forever defend the said land and premises unto the said Hooster M. Phillips, her heirs and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered: Louis Kepler Hyde, Jr. ---
in the presence of Penelope W. Hyde ---
Albert C. Penn, Jr.

Stamps \$2.00 - Cancelled.

STATE OF NEW JERSEY :
COUNTY OF UNION : SS:

BE IT REMEMBERED, that on this 14th day of May in the year of our Lord one thousand nine hundred and forty, before me the subscriber, a Notary Public of New Jersey personally appeared Louis Kepler Hyde, Jr. and Penelope W. Hyde -- who, I am satisfied, are the grantors mentioned in the within Deed, and to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

AND the said Penelope W. Hyde being by me privately examined, separate and apart from her said husband, further acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, FREELY, without any fear, threats or compulsion of her said husband.

Angie C. Ferrara (L.S.)
Notary Public of N. J.
My Commission Expires Apr. 12, 1942

Received and Recorded May 18th, 1940, at 8:03 A. M.
Walter K. Crater, Clerk.

7371

George L. Acken : THIS INDENTURE, made the Thirteenth day of May, in the
to : year of our Lord one thousand nine hundred and forty
Township of Bernards in : BETWEEN George L. Acken, widower, of the Township of
the County of Somerset : Bernards in the County of Somerset and State of New
Jersey, party of the first part:

AND Township of Bernards in the County of Somerset a municipal corporation, of the State of New Jersey, party of the second part;

WITNESSETH, that the said party of the first part, for and in consideration of thirteen hundred and sixty (\$1360.00) dollars lawful money of the United States of America, to him in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to its successors and assigns, forever,

ALL that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Bernards in the County of Somerset and State of New Jersey.

BEGINNING at a point marking the intersection of the proposed easterly right-of-way line of the Martinsville-Liberty Corner Road and the boundary line between the lands owned jointly by William W. Weller and Rollin J. Francis and the lands of George L. Acken and running thence (1) along said proposed easterly right-of-way line north 00 degrees 01 minute east 1144.51 feet to a point in the southerly right-of-way line of county Route No. 7; thence (2) north 74 degrees 25 minutes west 51.82 feet to a point in the proposed westerly right-of-way line of the Martinsville-Liberty Corner Road; thence (3) along said proposed westerly right-of-way line south 00 degrees 01 minutes west 1037.13 feet to a point in the boundary line between lands owned jointly by William W. Weller and Rollin J. Francis and lands of George L. Acken; thence (4) along said boundary line south 22 degrees 23 minutes east 131.20 feet to the point or place of beginning. Containing 1.252 acres more or less.

Together with the right to grade and maintain such slopes as may be without the boundary lines of the above described tract but immediately adjacent thereto and together with the right to reconstruct, operate, and maintain the drainage ditches shown on the map hereinafter referred to.

The party of the second part, provided suitable elevation can be obtained, hereby agrees to construct a cattle underpass for the use of the owner at such time as the proposed improvement of the Martinsville-Liberty Corner Road is undertaken.

The above described tract of land is more particularly shown on a map (to be filed in the office of the Clerk of the County of Somerset) entitled "Map showing proposed change in the alignment of a section of Martinsville-Liberty Corner Road, Bernards and Warren Townships, Somerset County, New Jersey, Scale 1" = 100' June, 1939" made by Kenneth A. Turner, Professional Engineer and Land Surveyor, N. J. authorization No. 021, Seeking

J24-219
R 5-18-40

Ridge and Bernardsville, N. J.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof,

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever:

AND the said party of the first part, does for himself, his heirs, executors and administrators covenant and agree to and with the said party of the second part, its successors and assigns, that he, the said party of the first part, is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever:

AND ALSO that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid;

AND ALSO, that the said party of the first part, will WARRANT, secure, and forever defend the said land and premises unto the said party of the second part, its successors and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered :
in the presence of :

George L. Acken (L.S.)

Frank H. Blatz

Stamps \$2.00 - Cancelled.

STATE OF NEW JERSEY :
COUNTY OF UNION : SS:

BE IT REMEMBERED, that on this 13th day of May in the year of our Lord one thousand nine hundred and forty, before me, the subscriber, a Master in Chancery of New Jersey personally appeared George L. Acken, widower, who, I am satisfied, is the grantor mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that, he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Frank H. Blatz
Master in Chancery of New Jersey

Received and Recorded May 18th, 1940, at 8:08 A. M.
Walter K. Crater, Clerk.

7372

City Hall Land & Improvement Co., Inc. : THIS INDENTURE, made the fifteenth day of December in the year of our Lord one thousand nine hundred and thirty seven to :
Paul Kilgus et al : BETWEEN City Hall Land & Improvement Co., Inc. a corporation organized under and pursuant to the laws of the

State of New York, party of the first part
AND Paul Kilgus and Erwin Ohngemach of the City of Union in the County of Hudson and State of New Jersey of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of one thousand fifty (\$1500.00) dollars lawful money of the United States of America, to it in hand well and truly paid by the said parties of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed, and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm, unto the said parties of the second part, and to their heirs and assigns forever, ALL that certain tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of North Plainfield in the County of Somerset and State of New Jersey

A parcel of land as shown and laid out on a certain map, entitled Amended Map of North Plainfield Park, hereinafter more particularly described, bounded and described as follows:

BEGINNING at a point formed at the intersection of the northeasterly line of Andrew Street and the northwesterly line of Lenox Avenue, thence running northeasterly along the

16033

DEED

Prepared by: (Print signer's name below signature)
Howard P. Shaw
Howard P. Shaw, Esq.

This Deed is made on May 17, 1989

BETWEEN

FELLOWSHIP DEACONRY, INC.

a corporation of the state of New Jersey
having its principal office at P. O. Box 204, Liberty Corner, New Jersey 07938
referred to as the Grantor.

AND

TOWNSHIP OF BERNARDS, a body politic and corporate in the
County of Somerset, State of New Jersey

whose post office address is Collyer Lane, Basking Ridge, N. J. 07920
referred to as the Grantee.

The word "Grantee" shall mean 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 **TWENTY-TWO THOUSAND, THREE
HUNDRED FIFTY and 00/100 (\$22,350.00) DOLLARS**

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Bernards Township
Block No. 175 part of Lot No. 41 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 Township of Bernards of Bernards
County of Somerset and State of New Jersey. The legal description is:

(See Schedule A Legal Description attached hereto.)

JUN 19 1989
SOMERSET COUNTY
R.P. WIDIN, CLERK

BEING a portion of the premises conveyed to the Grantor herein by deed from
Robert C. Lee and Elaine Calder Lee, his wife, dated October 15, 1953 and recorded
on October 29, 1953, in Deed Book 812, page 569.

COUNTY OF SOMERSET
CONSIDERATION \$22,350.00
REALTY TRANSFER TAX Collyer
DATE 5/17/89 BY [Signature]

RECORDED IN DEED BK 1737 PG 496

R 676-89

DESCRIPTION

All that tract or parcel of land lying and being situate in the Township of Bernards, County of Somerset, State of New Jersey and more particularly described as follows:

Parcel 11, including specifically all the land and premises located at about Station 168+75 (base line stationing), bounded on the south by the existing Right of Way line of Allen Road; and on the north by the proposed Right of Way line of Allen Road; all as shown on the aforesaid map; containing 0.427 acre more or less; together with the right to form and maintain slopes for grading the said Road as far as the line marked "Top Slope" (or "Toe Slope") on the aforesaid map, including the right to top soil, seed, plant trees, vines and shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the road; Provided, however, that the slope easement may be annulled only after the Township has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the road so as to make the continuance of the slope right unnecessary;

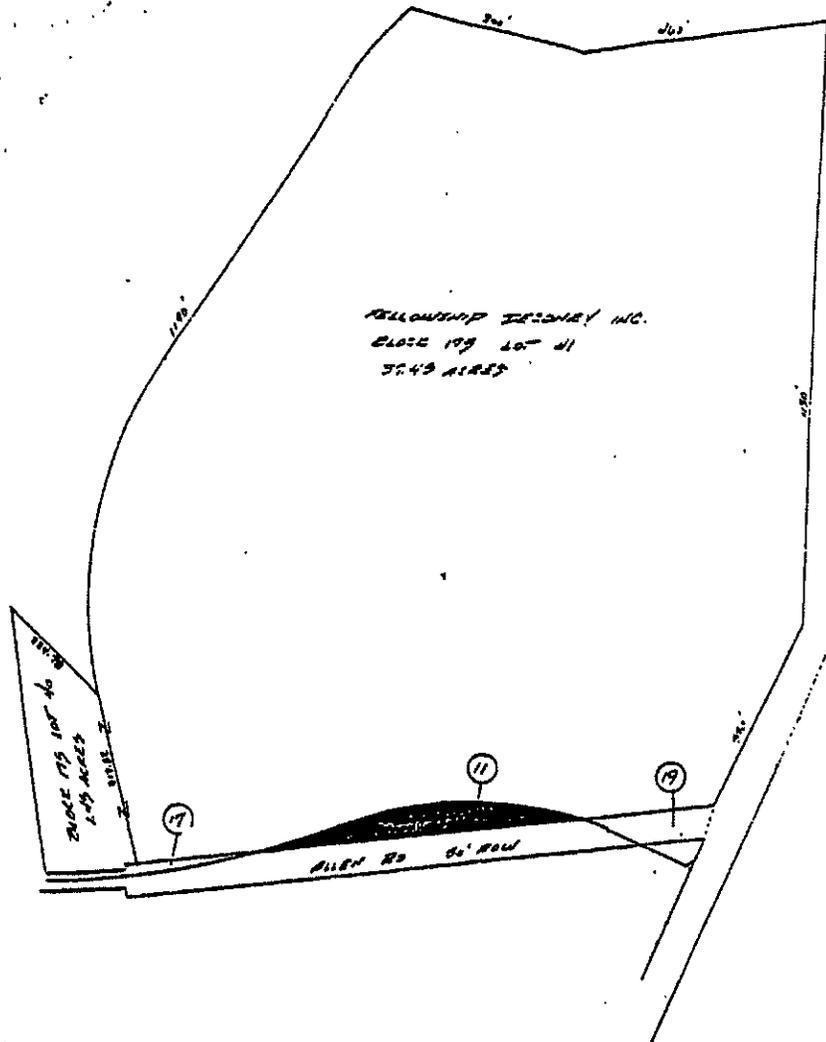
And also the right to construct and maintain headwalls and pipes at the locations shown on the aforesaid map;

Being also known as a portion of Lot 41, Block 175 on the Official Tax Map of the Township of Bernards.

*and on a map entitled "Allen Road Improvements, Bernards Township, N.J., R.O.W. Plans, Project No. 1446, prepared by Storch Engineers, William L. Deane, P.E." (hereinafter called "the aforesaid map") which is on file with the Township of Bernards, and copies of the pertinent portions of which are attached hereto;

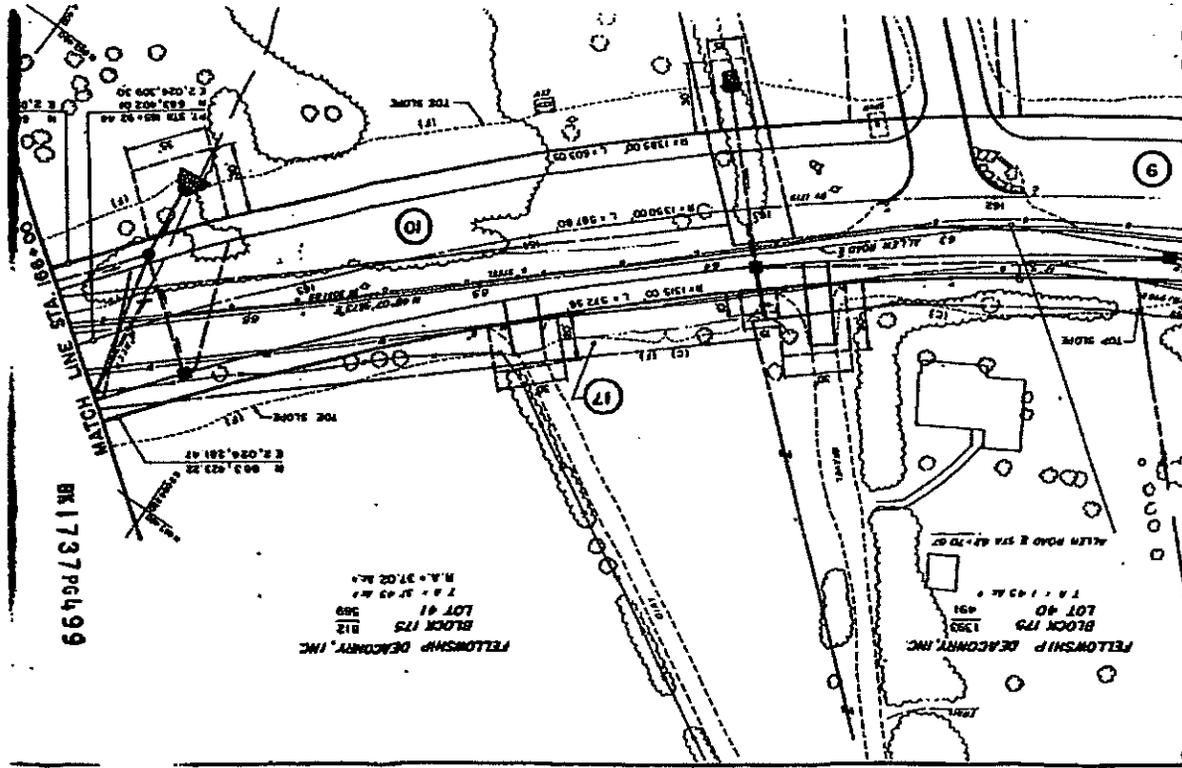


BK 1737 PG 497



BOOK 1694 PAGE 326

BK 1737 PG 498

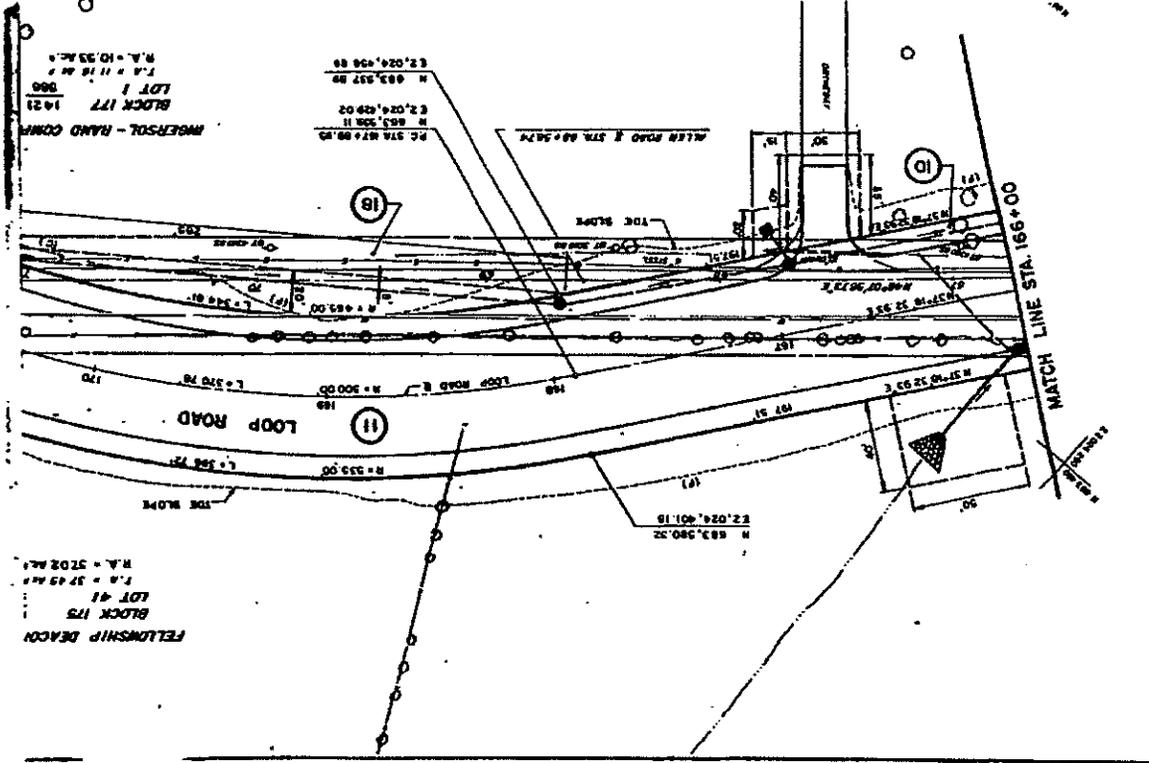


BK 1737 PG 499

FELLOWSHIP DEACONRY, INC.
 BLOCK 175
 LOT 41
 7.4.37.43 M.
 M.A. - 37.02 M.

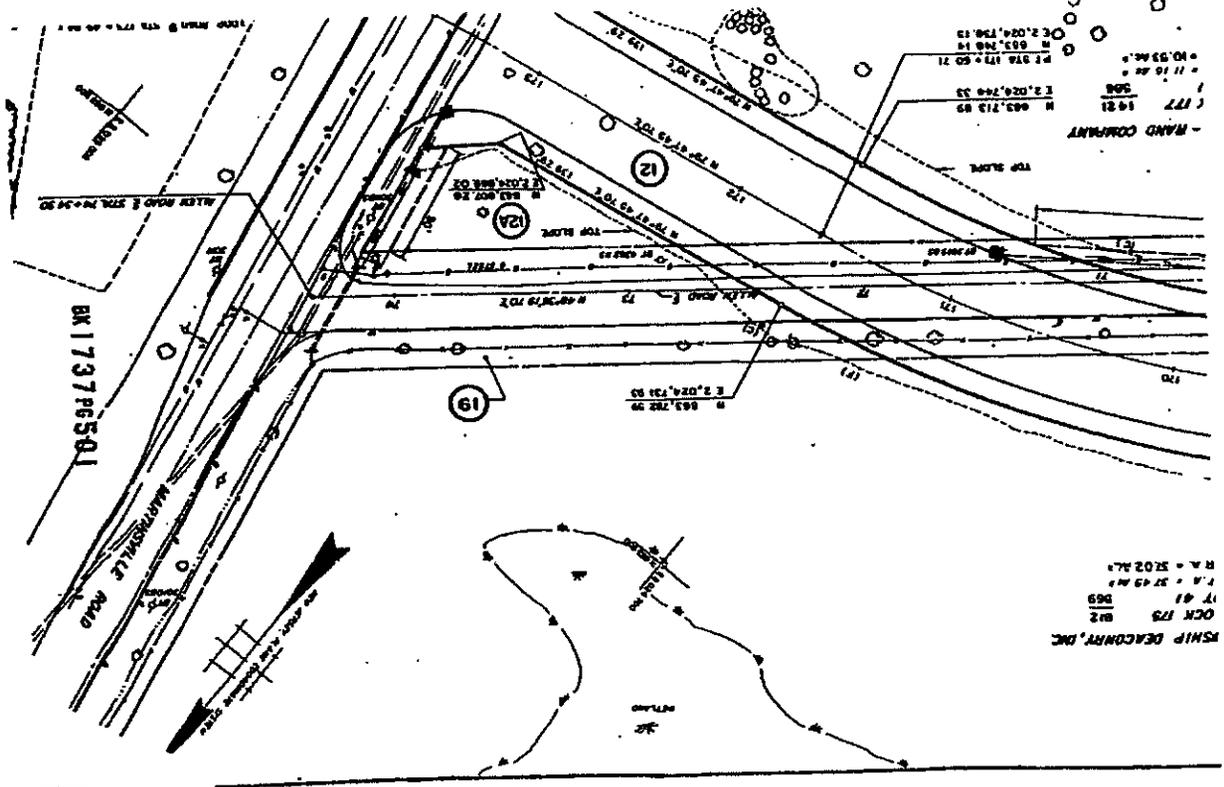
FELLOWSHIP DEACONRY, INC.
 BLOCK 175
 LOT 40
 7.4.37.43 M.

BK 17378500



FELLOWSHIP DEACON
BLOCK 175
LOT 41
S.N. = 3745 AC.
S.A. = 5102 AC.

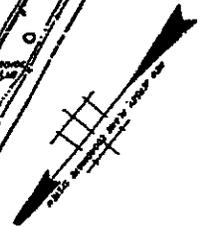
INGERTOL - RAND COMM.
BLOCK 177
LOT 1
S.N. = 1116 AC.
S.A. = 10,53 AC.



KSNIP DEACONRY, INC
 OCN 173
 012
 17 41
 065
 1. A. 27 43 N.
 N. A. 2502 N.L.

- MAND COMPLANT
 1 177 14 21
 065
 E. 2,024,744 23
 N. 003,713 09
 11 16 20
 10,534.0
 N. 014, 117, 50 21
 E. 023, 246 18
 E. 2,024, 744 23

BK 1737 PG 501



STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
OR
PARTIAL EXEMPTION
(c. 176, P.L. 1976)

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

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 223, 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 \$ 22,350.00
Realty Transfer Fee \$ Amount
Date 6/16/89 By [Signature]

(I) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)
*Use symbol "C" to indicate that fee is exclusively for county use.

Depositor, Howard P. Shaw, being duly sworn according to law upon his/her oath deposes and says that he/she is the legal representative of Grantee
is a deed dated May 17, 1989 transferring real property identified as Block No. 175, part of Lot No. 41 located at Township of Bernards, Somerset County

(C) CONSIDERATION (See Instruction #6) and stated hereto.

Depositor states that, with respect to deed hereto amount, 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 firm or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 22,350.00

(D) FULL EXEMPTION FROM FEE Depositor 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.
Transfer to government body

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

Depositor claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1976 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.

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

Subscribed and Sworn to before me this June 14, 1989
[Signature] Notary Public of N.J.
Lynne M. Stagi
Notary Public of New Jersey
My Commission Expires Sept. 27, 1993

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number 16633 County AMERSON
Deed Number _____ Book _____
Deed Dated 5/17/89 Date Recorded 6/16/89 Page 2/2

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 - Write 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.

BK 1737 PG 502

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

Premises 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. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.



Rita Krohn
Rita Krohn Secretary

By: *Edwin Achenbach*
Edwin Achenbach President

STATE OF NEW JERSEY, COUNTY OF SOMERSET SS:
I CERTIFY that on May 17, 19 89

RITA KROHN

- personally came before me and this person acknowledged under oath, to my satisfaction, that:
- (a) this person is the secretary of FELLOWSHIP DIACONRY, INC. 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 Edwin Achenbach 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 \$ 22,350.00 (Such consideration is defined in N.J.S.A. 46:15-5.)

Signel and sworn to before me on May 17, 19 89

Anna M. Legac

Anna M. Legac
Notary Public of New Jersey
My Commission Expires 4/20/93

Rita Krohn
Rita Krohn
(Print name of signing witness below signature)

8K1737P6503

16033

DEED

FELLOWSHIP DEACONRY, INC.

TO

BERNARDS TOWNSHIP

Grantor.

Grantee.

Dated: May 17, . 1989

Record and return to:

SCHENCK, PRICE, SMITH & KING
10 Washington St.
Morristown, New Jersey 07960
Attn: Howard P. Shaw

BK1737PG504

END OF DOCUMENT

#34-
6/16/89. JP

94-216

713 Fee of BN1145A
CB COE12C0613

1
Case

DETENTION BASIN ACCESS AND MAINTENANCE AGREEMENT

APR - 4 1994

THIS AGREEMENT made this 30th day of March, 1994 between Fellowship Village, Inc. a Non-Profit Corporation of the state of New Jersey having its principal office at 3575 Valley Rd., Liberty Corner, New Jersey hereinafter referred to as Fellowship and SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS,

WITNESSETH

WHEREAS, Fellowship has applied for an obtained site plan/subdivision approval from the Township of Bernards for construction of buildings on Lots in Bernards Township, Somerset County, New Jersey, known, designated, described and located as follows: Lots 40, 41, 42 and 43, Block 175, Martinsville Road.

WHEREAS, Fellowship at the location of the aforesaid lot is affecting a County facility; and

WHEREAS, Fellowship made application to Somerset County Planning Board for approval of its site/plan/subdivision; and

WHEREAS, Somerset County Planning Board approved the site plan/subdivision application of Fellowship conditioned upon posting certain performance guarantees; and

WHEREAS, Fellowship has requested and the County Planning Board has agreed that Fellowship retain jurisdiction, ownership and control of the detention facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties it is hereby covenanted and agreed as follows:

1. Fellowship shall construct the detention facilities as designated and described on its plan on file with Somerset County Planning Board which plan is entitled:

SEE MAPS/PLANS/PERMITS/AGREEMENTS
SOMERSET COUNTY CLERK

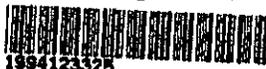
PREPARED BY:

[Signature]
WILSON T. BISOZZO, Esq.
PO Box 408
Reading Cdp 07920

RECORDED IN DEED

BK 1959 PG 343

RS-31-94



2. Fellowship , its successor and assigns shall perform or cause to be performed all maintenance and management of the detention facilities to ensure optimum efficiency and to protect the integrity of the storm water control facilities. This maintenance shall include, but not be limited to: (i) removal of brush and debris from all inlet and outflow pipes and side banks; (ii) inspection of the inlet and outlet structures and maintenance of same to design specifications; (iii) construction and reconstruction of all detention facilities as shown on the aforesaid plan; (iv) removal of sediment accumulation and dredging of the detention basin when necessary; and (v) performing or causing to be performed all other work reasonably and proper for the maintenance of said facility.

3. Fellowship , its successor and assigns shall undertake an annual inspection certification report consistent with any dam permit conditions by a professional engineer for all embankment detention basins described herein, which are greater than five (5) feet in height from the emergency spillway to the toe of slope and have a N.J.D.E.P. Dam Permit. A copy of this inspection certification is to be filed with the Office of the Somerset County Engineer on an annual basis.

4. Fellowship hereby grants the Office of the Somerset County Engineer, and his authorized personnel, agents and employees the right to enter upon the above mentioned property of Fellowship , its successors and assigns, at reasonable times for the purpose of inspection of the detention facility. Said inspection shall be made in such a manner and at such times as not to in any way interfere with the use of the property by Fellowship , its successors and assigns.

5. In the event that Fellowship, its successors and assigns fail to properly maintain the detention facilities, and in the event an inspection pursuant to Paragraph 3 discloses items of work required to be performed as to the detention facilities, the Somerset County Planning Board or Somerset County Engineer may serve written notice upon Fellowship, its successors and assigns stating: (1) The work necessary to be done in order to correct any defect or condition in the detention facility, (2) a reasonable time period for completion of such work. In the event that Fellowship, its successors or assigns fails to complete the work required to be performed within a reasonable period of time after notice and in accordance with said notice, the County may enter upon the property hereth described and cause the work to be done at the expense of Fellowship, its successors or assigns.

Fellowship, or its successors or assigns in title at the time work is performed, as the case may be, shall remain and continue to be responsible for said repairs and the reimbursement of the County for any sums advanced to accomplish work required as set forth herein. The County, its agents, servants or employees or independent contractors shall after performance of any work on the property of Fellowship pursuant to the provisions hereof restore the property to the same condition as it was in prior to entry which costs of correction and restoration shall be chargeable to Fellowship or its successors or assigns.

6. In the event that an emergent situation arises which makes it impractical to serve written notice and provide a reasonable period for completion of work then, and in that event, the Somerset County Planning Board or Somerset County Engineer, may enter upon said lands immediately and perform or cause to be performed such maintenance of detention facilities, as it in its sole judgment deems necessary.

7. The covenants and agreements herein contained shall run with the land and the obligations and responsibilities set forth herein shall only be enforceable against the record owner of the property at the time work is performed.

8. This agreement shall be binding upon the parties hereto their successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals or have caused these presents to be signed by their proper corporate officers and their proper corporate seal to be affixed hereto the day and year first above written.

WITNESS OR ATTEST
W. A. E. [Signature]
Secretary

FELLOWSHIP VILLAGE, INC.

By Edwin [Signature]
President

ATTEST:

SOMERSET COUNTY BOARD OF CHOSEN
FREEHOLDERS

[Signature]

By Russell [Signature]

BK 1959 PG 346

RESOLUTION AUTHORIZING
DETENTION BASIN ACCESS AND MAINTENANCE AGREEMENT BETWEEN
FELLOWSHIP VILLAGE AND SOMERSET COUNTY BERNARDS TOWNSHIP

WHEREAS, Fellowship Village has applied for and obtained a site plan subdivision approval from the Township of Bernards for construction of buildings on Lots 40, 41, 42, and 43, Block 173, Martinsville Road, Somerset County, New Jersey; and

WHEREAS, Fellowship Village at the location of the aforesaid lot is affecting a County facility; and

WHEREAS, Fellowship Village made application to the Somerset County Planning Board for approval of its site plan subdivision; and

WHEREAS, Somerset County Planning Board approved the site plan subdivision application of Fellowship Village conditioned upon posting certain performance guarantees; and

WHEREAS, Fellowship Village has requested and the County Planning Board has agreed that Fellowship Village retain jurisdiction, ownership, and control of the detention facilities; and

WHEREAS, Fellowship Village agreed to construct a detention basin in accordance with County specifications; and

WHEREAS, if Fellowship Village does not maintain the facility, the County shall have the right to have access to the facility at Fellowship Village's expense to provide necessary repairs and maintenance.

NOW, THEREFORE, BE IT RESOLVED that the Director and Clerk of the Board are authorized and directed to execute an agreement with the aforesaid detention facility. A copy of said agreement is on file with the Clerk of the Board.

I, Margaret A. Maccini, Clerk of the Board of Chosen Freeholders, County of Somerset, in the State of New Jersey, do hereby certify that the foregoing is a true copy of a Resolution adopted by said Board of Chosen Freeholders at the its regularly convened meeting of May 17, 1994.

Margaret A. Maccini

Margaret A. Maccini, Clerk of the Board

Prepared by Deputy County Council
Planning Board

John N. Lore

8K1959PG347

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF NEW JERSEY

COUNTY OF SOMERSET

BE IT REMEMBERED, that on this 30th day of March 1994, before me, the subscriber, A Notary Public of the State of New Jersey, personally appeared William E. Wagner, Jr. who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of Fellowship Village, Inc.

named in the within instrument, that Edwin E. Achenbach is the President of said Corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; corporate seal and was thereto affixed and said instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness, and that the full and actual consideration paid or to be paid, as such consideration is defined in P.L. 1968, c.49, Sec. 1(c) is \$

Sworn to and subscribed before me,
the dated aforesaid.

William E. Wagner, Jr.
Secretary

Esther L. Neuss

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 22, 1997

-5-

BX 1959 PG 348

END OF DOCUMENT

JP 3214 JP

EASEMENT AGREEMENT

THIS INDENTURE was made and executed the 25th day of AUGUST, 1995 between FELLOWSHIP VILLAGE (hereinafter "Grantor") and BELL ATLANTIC-NEW JERSEY, INC., a Corporation of the State of New Jersey with principal offices at 540 Broad Street, in the City of Newark, County of Essex, New Jersey (hereinafter "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of a certain parcel of real property situated in the township of Bernards, County of Somerset, State of New Jersey, and designated as Lot 43.01, Block 175, on the Tax Map of Bernards Township (hereinafter Grantor's Property); and,

WHEREAS, Grantee is a public utility of the State of New Jersey, engaged in furnishing communication services to subscribers in the State of New Jersey; and,

WHEREAS, Grantee requires an easement of a portion of Grantor's property for the location and installation of a SERVING AREA CABINET (SAC) and other facilities and appurtenances with respect thereto, for the provisions of certain communication services; and,

WHEREAS, Grantor agrees to convey to Grantee an easement in perpetuity for the sole use, occupancy and enjoyment of Grantee and its associated and affiliated companies upon the condition, covenants, promises and terms set forth hereunder for the mutual benefit of both Grantor and Grantee.

NOW THEREFORE WITNESSETH: In consideration of these premises and the sum of FOUR THOUSAND AND NO/100 DOLLARS (\$4000.00) and other good and valuable consideration paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms thereafter contained:

COUNTY OF SOMERSET
CONSIDERATION - \$4000.00
REALTY TRANSFER TAX - 2.0000
DATE 8/11/95

RECORDED BY DEED

PREPARED BY
W.A. GRUENZ
BELL ATLANTIC-NEW JERSEY
210 MALAPARCO ROAD
CEDAR KNOLLS, N.J. 07927

RETURN TO:
W.A. GRUENZ, ROW AGENT
BELL ATLANTIC - NEW JERSEY
210 MALAPARCO ROAD
CEDAR KNOLLS, N.J. 07927

BK 2024 PG 197

R-9-1-95

RECORDED BY DEED



(2)

IT IS AGREED THAT:

FIRST: Grantor does hereby GRANT AND CONVEY unto Grantee and its associated and affiliated companies, a perpetual easement (hereinafter "Easement") in, on, under, over, and across a certain portion of Grantor's property and more particularly described in Schedule "A", attached hereto and made a part hereof (hereinafter "Easement" Area). Said Easement shall be granted with full rights, privileges, and authority for Grantee to enter upon same, now and from time to time, without notice to Grantor, for the purpose of installing, constructing, repairing, replacing, operating, maintaining, and using a SERVING AREA CABINET (SAC), or its equivalent, and other communication equipment, devices, facilities and appurtenances with respect thereto. The hereinabove mentioned equipment, devices, facilities, and appurtenances (hereinafter "Facilities") shall include but not be limited to wires, cables, conduit, ducts, pipes, and serving area connection terminal which Grantee may, in its exclusive discretion and sole judgement, deem necessary for communication services and for the provision thereof, together with such free and unlimited access to, egress and ingress from and over all points of said Easement Area, as is reasonable or necessary for full use, occupancy and enjoyment of said Easement.

SECOND: The Easement shall commence and be effective upon the execution of this Easement Agreement (hereinafter "EFFECTIVE DATE").

THIRD: Grantee shall have the right of ingress and egress to and from the Easement Area at any and all hours of the day and night, Saturdays, Sundays, and holidays included.

FOURTH: The Grantee shall the right, privilege and authority to trim, cut, and remove, without notice to Grantor, such tree branches, roots, shrubs, plants, trees and vegetation which might, within the discretion and judgement of Grantee, reasonably exercised, interfere with or threaten the safe or convenient use, maintenance of operation of the hut and other communication facilities within the Easement.

BK2024 PG 198

(3)

FIFTH: Grantee agrees to defend, indemnify and save harmless Grantor and its successors and assigns from any and all claims and demands whatsoever including the cost, expenses and reasonable attorney's fees incurred on account thereof that may be made by Grantee's employees or any other persons for bodily injury or damage to property occasioned by the negligent acts or omissions or the willful misconduct of Grantee or its subcontractors or the employees or agents of any of them in connection with this Easement.

SIXTH: Grantor does hereby represent that it has good and marketable title to the lands on which the Easement is located, subject to existing encroachments, easements, mortgages and other matters of record, and that no restriction of record or otherwise exists that would prevent the granting of said Easement and the rights hereto. Grantor agrees that he will not act in any manner to inhibit or restrict Grantee's quiet enjoyment.

SEVENTH: Grantee shall have the right without Grantor's consent to assign, in whole or part, its interest or any part thereof in the Easement to Bell Atlantic Company or any of its subsidiaries.

EIGHTH: This Easement shall insure to the benefit of and be binding upon the Grantor and Grantee named herein, and shall be further binding on their heirs, successors in interest, licensees and assigns.

NINTH: The agreements, conditions, covenants, and promises herein contained shall run with the land. Grantee herein shall have the right to extend the benefit of such Easement to its employees and agents and their contractors, and subcontractors performing any installations, repairs, maintenance or replacements or other work contemplated by this Easement.

TENTH: If any of the provisions of this Easement Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Easement Agreement, but rather the entire Easement Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights

BK2024 PG 199

and obligations of Grantor and Grantee shall be construed and enforced accordingly.

ELEVENTH: Each party to this Easement Agreement hereby represents that the granting of this Easement is duly authorized, and that the persons executing this Easement Agreement on behalf of Grantor and Grantee have been duly authorized to execute this Easement Agreement and any other documents reasonably necessary to carry out the terms and conditions stated herein.

TWELFTH: IT IS FURTHER AGREED and understood that the above mentioned sum of \$4000.00 shall be paid to the Grantor by the Grantee in two payments. The first shall be a Five Hundred Dollar (\$500.00) good faith payment which applies to the signing and execution of this agreement. The balance to be paid upon completion of all municipal, state and federal approvals to be obtained by the Grantee.

THIRTEENTH: Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the grantor; and any damage done to the land or premises of Grantor shall be promptly repaired and restored to its condition immediately prior to damage, as near as practicable, at the sole cost and expense of the Grantee.

FOURTEENTH: If Grantor shall, at any time after the initial installation of said Facilities, request Grantee to relocate said Facilities to a different location or locations, Grantee shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole expense of the Grantor. In the event of any such relocation under the terms of this paragraph, Grantee shall have the same rights and privileges in the new locations as it enjoyed in the former location or locations.



Engineers
Landscape Architects
Land Surveyors
Planners

LEGAL DESCRIPTION
OF
EASEMENT TO
BELL ATLANTIC - NEW JERSEY, INC.
LOT 43.01 BLOCK 175
TOWNSHIP OF BERNARDS
SOMERSET COUNTY, NEW JERSEY

All that certain lot, tract or parcel of land and premises hereinafter more particularly described, situate, lying and being in the Township of Bernards, County of Somerset, and State of New Jersey.

Beginning at a concrete monument to be set at a point on a curve in the northwesterly sideline of Allen Road (70.00 foot right-of-way), said monument being the most southeasterly corner of Lot 39, Block 175, and the most southwesterly corner of Lot 43.01, Block 175, and thence departing said monument and sideline running, North 43 degrees 33 minutes 54 seconds West, a distance of 25.82 feet to a point; thence North 46 degrees 26 minutes 08 seconds East, a distance of 32.34 feet to an iron pin set at the True Point and Place of Beginning of the easement about to be described thence;

1. North 36 degrees 38 minutes 56 seconds West, a distance of 15.00 feet to an iron pin set; thence
2. North 53 degrees 21 minutes 04 seconds East, a distance of 15.00 feet to an iron pin set; thence
3. South 36 degrees 38 minutes 56 seconds East, a distance of 15.00 feet to an iron pin set; thence
4. South 53 degrees 21 minutes 04 seconds West, a distance of 15.00 feet to an iron pin set at the True Point and Place of Beginning.

Containing 226 square feet or 0.005 acres of land more or less.

Subject to all easements and restrictions of record.

BR 2024 PG 201

95-4010

The Reynolds Group, Inc.
Henry E. Reynolds, Jr., P.L.S.
Professional Land Surveyor
New Jersey License No. 14820
June 5, 1995

FILED MAP NO. 1007

LOT 43.01
BLOCK 175

**BELL ATLANTIC-NEW JERSEY, INC.
EASEMENT**

AREA: 225 SF
OR .005 AC±

LOT 39

P.O.B.
PROPOSED MONUMENT
(TO BE SET BY OTHERS)

R=1303.00'
L=275.00'
CB=S50°31'31"W
C=274.49'

BEING KNOWN AND DESIGNATED AS LOT 43.01 IN BLOCK 175 ON A CERTAIN MAP ENTITLED "SUBDIVISION PLAN, FELLOWSHIP VILLAGE, BERNARDS TOWNSHIP, SOMERSET COUNTY, N.J." FILED 5/26/94 IN THE SOMERSET COUNTY CLERK'S OFFICE AS MAP #0007.

GENERAL NOTES

THIS SURVEY IS VALID ONLY WHEN AN EMBOSSED SEAL IS AFFIXED HERETO.

THIS SURVEY IS SUBJECT TO SUCH FACTS AS AN ACCURATE TITLE SEARCH MAY DISCLOSE.

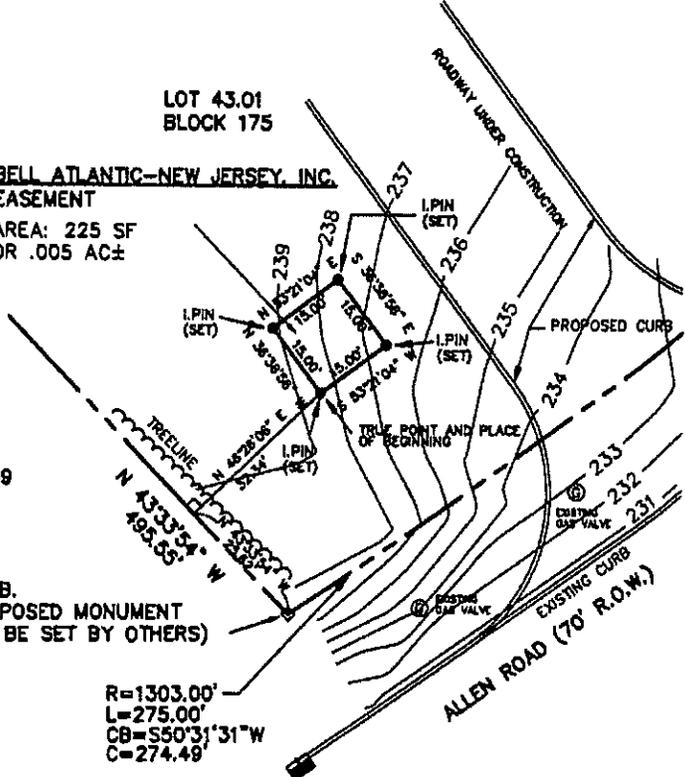
THIS SURVEY IS SUBJECT TO ALL EASEMENTS OF RECORD.

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE SURVEY MADE ON THE GROUND AND THAT NO ENCROACHMENTS EXIST EITHER WAY ACROSS THE PROPERTY LINES EXCEPT AS SHOWN HEREON.

CERTIFIED TO-

BELL ATLANTIC-NEW JERSEY, INC.

BK2024 PG202



The Reynolds Group Inc.

Professional Land Surveyors
 1000 Somerset Street
 Somers Point, NJ 08079
 Tel: 856-725-1200
 Fax: 856-725-1201

**EASEMENT PLAN FOR
 BELL ATLANTIC-NEW JERSEY, INC.
 BLOCK 175 LOT 43.01**

Henry Reynolds

HENRY REYNOLDS, JR., P.L.S.
 PROFESSIONAL LAND SURVEYOR, N.J. No. 14820

DATE: 6/5/95 SCALE: 1" = 20'

DRAWN BY: JMCM CHECKED BY: HER JOB NUMBER: 954010

(5)

IN WITNESS WHEREOF, of the respective parties hereto have duly signed and sealed these presents the day and year first above written:

WITNESS:

GRANTOR: FELLOWSHIP VILLAGE

Rita Krohn

BY: *Edwin Achenbach* (L.S.)
Pastor Edwin Achenbach
(President)

BY: *Dr. William E. Wagner, Jr.* (L.S.)
Dr. William E. Wagner, Jr.
(Secretary)

PREPARED BY: *J. A. Brady*
W.A. GRIEKE, NEW AGENT
BELL ATLANTIC-NEW JERSEY
210 MALAPARKS ROAD
CEDAR KNOLLS, N.J. 07927

RETURN TO:
W.A. GRIEKE, NEW AGENT
BELL ATLANTIC - NEW JERSEY
210 MALAPARKS ROAD
CEDAR KNOLLS, N.J. 07927

BK2024PG203

ACKNOWLEDGEMENT
CORPORATION

STATE OF NEW JERSEY

SS:

COUNTY OF SOMERSET
BE IT REMEMBERED, that on this 1st day of Aug. 1995, before me, the subscriber, a Notary Public of New Jersey personally appeared Pastor Edwin Achenbach who, I am satisfied, is the person who has signed the within Instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as such officer aforesaid; and that, the within Instrument is the voluntary act and deed of such corporation, made by virtue of authority from its Board of Directors.

The full and actual consideration paid or to be paid for the transfer of title to an Easement evidenced by the within deed as such consideration is defined in P.L. 1968, C.49, Sec.1 (c) is \$4000.00.

Edthe L. Nuss
Notary Public

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 28, 1997

PREPARED BY
WA. GEORGE W.G. George
BELL ATLANTIC-NEW JERSEY
210 MALAPASQUE ROAD
CEDAR KNOLLS, N.J. 07927

END OF DOCUMENT

BK2024PG204

11p 338-421

MO666112

Prepared by:

James T. Byers, Esq.

DEED OF EASEMENT

THIS DEED OF EASEMENT (hereinafter this "Agreement") made this 11th day of June, 1998, by and between Fellowship Village, Inc. (hereinafter the "Grantor") with an office at 8000 Fellowship Road, Basking Ridge, New Jersey 07920, its successors and assigns, as grantor, and PNC Bank, National Association (hereinafter the "Grantee") with an office at 1600 Market Street, Philadelphia, Pennsylvania 19103, its successors and assigns, as grantee.

WHEREAS, the Grantor is the owner of premises consisting of approximately 62 acres in the Township of Bernards, County of Somerset and State of New Jersey also known as Lot 43.01 in Block 175 on the Tax Map of the Township of Bernards more particularly set forth in Schedule A attached hereto (the "Phase I Property");

WHEREAS, the Grantor is the owner of premises consisting of approximately 10 acres formerly part of Lot 42.01 in Block 175 on the Tax Map of the Township of Bernards and now merged into Lot 43.01 in Block 175 (the "Phase II Property") and more particularly set forth in Schedule B attached hereto; and

WHEREAS, the parties wish to provide the Grantee with certain easement rights.

NOW, THEREFORE, in consideration of the sum of \$1.00 Dollar, lawful money of the United States of America, the receipt of which is hereby acknowledged, and in consideration of the covenants hereinafter set forth the parties have agreed as follows:

RECORDED BY: JUDITH A. GARDNER
JUNE 11, 1998 1:22 PM

COUNTY OF SOMERSET
CONSERVATION
RECREATION
LAND
MARKS
DEPARTMENT
JUN 11 1998

REC. JUN 11 1998 12:28PM 0422
SOMERSET COUNTY CLERK'S OFFICE
00 38

BK 2176 PG 501

R 6-19-98



1. GRANT OF EASEMENTS TO THE GRANTEE

The Grantor hereby grants, bargains, sells, remits, releases, conveys and confirms unto the Grantee, and its successors and assigns, a non-exclusive easement and right of way for motor vehicles of all types and pedestrian traffic over the private road known as Fellowship Drive (the "Easement Area") on the Phase I Property for ingress and egress by the Grantee, and its successors and assigns, and its agents, servants, employees, licensees, invitees, lessees, customers, concessionaires and all others having or doing business with or at the Phase II Property or any of the foregoing, to and from the Phase II Property over and across the Easement Area to Allen Road, a public road.

2. EASEMENTS RUN WITH LAND/SUCCESSORS AND ASSIGNS

This Agreement and the easements, rights, covenants and restrictions herein granted and set forth shall be permanent and run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, personal representatives, heirs, executors and/or administrators, including, without limitation, subsequent owners of the Phase II Property and all persons claiming by, under or through them.

3. REPRESENTATIONS AND WARRANTIES

The Grantor hereby represents and warrants as follows:

- (a) It is the owner of indefeasible fee simple title to the Phase I Property.
- (b) It has full authority to execute and deliver this Agreement and grant the easements and rights and covenants herein.
- (c) Neither the execution and delivery of this Agreement nor the granting of the easements and rights and covenants provided for herein will result in a breach of any contract or

agreement to which the Grantor is a party or by which the Phase I Property or the Phase II Property is bound.

The representations and warranties made herein shall survive the execution and recording of this Agreement.

4. MAINTENANCE AND RESTORATION OF EASEMENT AREA

The Grantor shall keep in good repair and maintain at its cost and expense the Easement Area (and immediately adjacent areas to the extent needed to maintain the Easement Area in a safe condition) within the Phase I Property in a condition the same as or better than that which currently exists and in compliance with all laws, rules, regulations and ordinances, including, without limitation, removal of snow, ice, rubbish and debris, provision of adequate drainage and lighting, maintenance and repair of lighting and payment of the cost of electricity and other utilities therefor, maintenance and repair of the macadam and subsurface and stripping, markings and signage, and the Grantor shall repair at its cost and expense any damage or injury to the Easement Area and the improvements included therein.

If the Grantor shall fail to comply with any covenant or agreement herein for five (5) business days after written notice hereof, and such failure materially adversely affects the access as herein granted to the Phase II Property, the Grantee may at its option perform such covenant or agreement and the reasonable cost thereof shall be promptly reimbursed by the Grantor.

5. **TERMINATION**

Upon payment in full of principal and interest due on the Mortgage Note of even date in the principal amount of \$4,200,000 from the Grantee to the Grantor and all other sums due or to become due thereunder, this Agreement shall terminate and the Grantee agrees promptly thereafter to execute and deliver to the Grantor an instrument in recordable form evidencing such termination.

6. **NOTICES**

All notices, demands and other communications which may be or are required to be given hereunder or with respect hereto shall be in writing and shall be given personally or be mailed, postage pre-paid, by registered or certified mail, return receipt requested, by overnight courier with confirmation of delivery, or by facsimile with an original copy to follow by U.S. mail, addressed to the party that is to receive same at its address as set forth above, or to such other address as any party shall notify the other parties by written notice given in accordance with this provision.

7. **JOINT DRAFTING**

Each of the parties participated in the negotiation and drafting of this Agreement after consulting with counsel. Therefore, the language of this Agreement shall not be presumptively construed in favor of or against either party.

8. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties and, without limitation, the parties expressly agree that any previous communications, correspondence, memorializations of agreement and previous agreements are excluded from this Agreement and are not to be employed to construe this Agreement. Any other provisions of this Agreement to the contrary notwithstanding, this Agreement can only be modified by a writing signed by both parties and this provision cannot be orally waived.

9. PARTIAL INVALIDITY

If any provision of this Agreement or any portion of any provision of this Agreement is declared null and void or unenforceable by any court having jurisdiction, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.

10. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11. WAIVER OF BREACH

The waiver by any party of a breach by any other party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12. SENSE AND CIRCUMSTANCE

All references made and all pronouns used herein shall be construed in the singular or plural and in such gender as the sense and circumstances require.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to conflicts of law principles.

14. INJUNCTIVE RELIEF

In the event of any breach or threatened breach by the Grantor hereunder, the Grantor shall have the non-exclusive right to seek an injunction or other equitable relief to enjoin or prevent such breach or threatened breach in a court of competent jurisdiction.

15. SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates indicated below their respective signatures.

WITNESS OR ATTEST:

Rita Krohn
Sister Rita Krohn
Assistant Secretary

FELLOWSHIP VILLAGE, INC.

By: Edwin E. Achenbach
Name: Reverend Edwin E. Achenbach
Title: President

WITNESS OR ATTEST:

James F. Mize, III
James F. Mize, III

PNC BANK, NATIONAL ASSOCIATION

By: Daniel T. Weick
Name: Daniel T. Weick
Title: Vice President

BK2176PG506

SCHEDULE A

Property Description
Lot 43.01, Block 175
Bernards Township
61.92 Acres

A tract of land known as Lot 43.01, Block 175, Bernards Township, Somerset County, New Jersey, and being more particularly described as follows:

Beginning at the intersection of the westerly line of Martinsville Road with the northerly line of Allen Road as shown on Filed Map No. 3007 as recorded in the Somerset County Clerks Office; thence,

1. Along said northerly line of Allen Road South $79^{\circ} 47' 43''$ West 153.05'; thence,
2. Along a curve to the left having a radius of 535.00', an arc length of 396.72' and a central angle of $42^{\circ} 29' 13''$; thence,
3. South $37^{\circ} 18' 30''$ West 197.52'; thence,
4. Along a curve to the right having a radius of 1315.00', an arc length of 164.58' and a central angle of $7^{\circ} 10' 15''$; thence,
5. Continuing along said northerly line of Allen Road North $45^{\circ} 31' 23''$ West 12.00'; thence,
6. In a southwesterly direction along a curve to the right having a radius of 1303.00', an arc length of 275.00' and a central angle of $12^{\circ} 05' 32''$ to its intersection with the northeasterly line of Lot 39.01, said Block 175; thence,
7. Leaving the northerly line of said Allen Road and along the northeasterly line of said Lot 39.01 North $43^{\circ} 33' 54''$ West 496.61'; thence, Point
8. Along the northerly line of said Lot 39.01 and its westerly projection thereof being along the northerly line of Lot 38.01, said Block 175 North $79^{\circ} 00' 40''$ West 1471.62' to a found monument in the easterly line of Shannon Hill Farm as shown on Filed Map No. 2950 of the Somerset County records; thence,
9. Along the easterly line of said Shannon Hill Farm North $5^{\circ} 15' 03''$ East 1023.62' to the southerly line of Lot 42.01, said Block 175 as shown on the aforementioned Filed Map No. 3007; thence, Point
10. Leaving the easterly line of said Shannon Hill Farm and along the division line between said Lots 42.01 and 43.01 South $81^{\circ} 14' 55''$ East 101.16'; thence,

BK2176PG507

SCHEDULE A (cont'd)

11. North $38^{\circ} 45' 05''$ East 207.79'; thence,
12. South $81^{\circ} 57' 22''$ East 700.00'; thence,
13. South $86^{\circ} 57' 32''$ East 114.67'; thence,
14. South $81^{\circ} 57' 22''$ East 314.53'; thence,
15. North $90^{\circ} 00' 00''$ East 170.65'; thence,
16. Along a curve to the right having a radius of 197.00', an arc length of 563.46', and a central angle of $163^{\circ} 52' 35''$ to a point of reverse curvature; thence,
17. Along a curve to the left having a radius of 203.00', an arc length of 179.99', and a central angle of $50^{\circ} 48' 08''$; thence,
18. South $39^{\circ} 39' 12''$ East 394.06'; thence,
19. North $70^{\circ} 40' 25''$ East 891.18' to the westerly line of the aforementioned Martinsville Road; thence,
20. Along said westerly line South $10^{\circ} 19' 35''$ East 478.98' to the POINT OF BEGINNING of the herein described tract containing 61.92 acres more or less.

BK2176PG508

SCHEDULE B

**Property Description
Transfer Part of
Lot 42.01 to Lot 43.01**

A tract of land being part of Lot 42.01, Block 175, as shown on Filed Map No. 3007, as recorded in the Somerset County Clerk's Office, Bernards Township, Somerset County, New Jersey and being more particularly described as follows:

Beginning at the intersection of the easterly line of Shannon Hill Farm, a subdivision recorded as Filed Map No. 2950 of the Somerset County Clerk's Office with the southerly line of Lot 19, Block 175 of said Bernards Township, also being a northerly line of said Lot 42.01; thence,

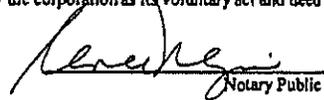
1. Along the southerly line of said Lot 19, being along a northerly line of said Lot 42.01, South $81^{\circ} 59' 46''$ East 735.000'; thence,
2. Leaving the southerly line of said Lot 19 and entering into said Lot 42.01 creating a new line through said lot 42.01 South $8^{\circ} 00' 14''$ West 604.85' to the northerly line of Lot 43.01, Block 175 as shown on said Filed Map No. 3007; thence,
3. Along said northerly line North $81^{\circ} 57' 22''$ West 490.02'; thence,
4. South $38^{\circ} 45' 05''$ West 207.79'; thence,
5. North $81^{\circ} 14' 55''$ West 101.16' to the easterly line of the aforementioned Shannon Hill Farm; thence,
6. Along said easterly line North $5^{\circ} 15' 03''$ East 782.67' to the POINT OF BEGINNING of the herein described tract containing 463,848 square feet or 10.65 acres more or less.

BK217676509

STATE OF PENNSYLVANIA :
 :SS
COUNTY OF PHILADELPHIA :

I CERTIFY that on June 11, 1998, Reverend Edwin E. Achenbach personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document(s) as President of Fellowship Village, Inc., the corporation named in this document;
- (b) the proper corporate seal was affixed; and
- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.


Notary Public

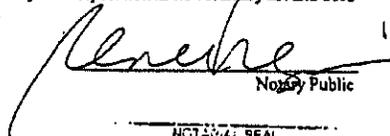
NOTARIAL SEAL
RENEE HERRON, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires April 22, 2002

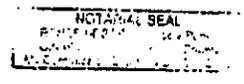
BK2176PG510

STATE OF PENNSYLVANIA :
 :SS
COUNTY OF PHILADELPHIA :

I CERTIFY that on June 11, 1998, Daniel T. Weick personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document(s) as Vice President of PNC Bank National Association, the corporation named in this document;
- (b) the proper corporate seal was affixed; and
- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.


Notary Public



↓
Chicago Title
Insurance Co.
6 Becker Farm Rd.
Roseland, Ill 60068

BK 2176 PG 511

END OF DOCUMENT

14P 8ct 8

Record and Return to:
Denise Szabo, Clerk
Bernards Township
One Collyer Lane
Basking Ridge, New Jersey 07920

BRETT A. RADZI COUNTY CLERK
SOMERSET COUNTY, NJ
2008 APR 02 02:20:51 PM
BK: 6120 Pg: 1027-1041
INSTRUMENT # 2008015182

Prepared by:
[Signature]
John P. Belardo, Esq.
Bernards Township Attorney

CONSERVATION EASEMENT
[Lot 33 in Block 9301]

THIS EASEMENT is made on the _____ day of 3/25/08, 2008, between:

FELLOWSHIP VILLAGE, INC., a New Jersey non-profit corporation, having an address at 8000 Fellowship Road, Basking Ridge, New Jersey 07920, hereinafter the "Grantor", and

THE TOWNSHIP OF BERNARDS, a NJ Municipal Corporation in the County of Somerset, having its principal offices at One Collyer Lane, Basking Ridge, New Jersey 07920, hereinafter the "Township" or "Grantee".

WITNESSETH

WHEREAS, Grantor is the fee simple title owner, on or before the date of recordation hereof, of that certain tract of land lying and being in the Township of Bernards County of Somerset and State of New Jersey, which tract of land is identified as Lot 33 in Block 9301 *[previously identified as Lot 43.01 in Block 175]* on the Tax Map of the Township of Bernards, in the County of Somerset and State of New Jersey, consisting of 72.569± acres, commonly known as 8000 Fellowship Road, (hereinafter the "Property"); and

WHEREAS, the portion of the Property which is subject to this Easement is more particularly described by legal description entitled: "Property Description, Fellowship Village, Conservation Easement, Lot 43.01, Block 175, Bernards Township, Somerset County, New Jersey", delineating two tracts containing an area of 13.434± acres [Tract 1] and 7.535± acres [Tract 2], which description is dated December 18, 2007, and is attached hereto as Schedule A and made a part hereof, and as shown on the plan entitled "Conservation Easement Plan, Fellowship Village, Block 175, Lots 43.01, Township of Bernards, County of Somerset, State of New Jersey, dated September 18, 2007, last revised December 18, 2007, (hereinafter the "Site Plan"), an excerpt of which Site Plan is attached hereto as Schedule B and made a part hereof, which description and Site Plan were prepared by Kenny L. Kennon, N.J.P.L.S., Lic. No. 37195, Kennon Surveying Services, Inc., (hereinafter the portion of the



1A0507702.DOC/KO1

17#2006

6120-1027
R 4-2-08

Property which is subject to the terms and restrictions herein is referred to as the "Easement Area"); and

WHEREAS, Grantor, applied for and, on February 6, 2007, received preliminary and final site plan approval from the Bernards Township Planning Board (the "Board"), with a Memorializing Resolution of Approval adopted on May 8, 2007, Resolution No. PB#06-008, (the "Approval"); and

WHEREAS, the Approval permits the Grantor to make two additions to the existing continuing care center at the Property, located in the R-2 residential zoning district, to construct a one-story, 710-square-foot addition including expansion of an existing open porch and a new porte cochere, and to construct a two-story, 1,100-square-foot addition including an antique car pavilion first floor and open porch/patio second floor, with proposed increased parking; and

WHEREAS, the Approval requires the Grantor to grant to the Grantee a certain conservation easement affecting the Easement Area on the Property, which requirement this Easement is intended to fulfill; and

WHEREAS, the Grantor desires to grant to Grantee a conservation easement over the Easement Area on the Property.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and dedicate unto Grantee, its successors and assigns, forever, a non-public perpetual easement for the purpose of preservation and conservation of land located within the Easement Area on the Property.

Within the Easement Area, the following terms and conditions shall apply, it being the intention of the parties that the Easement Area shall be preserved in its natural and existing state in perpetuity except as specifically noted herein:

1. Grantor may convey, mortgage, lease or otherwise transfer title or interest in the lands subject to this Easement provided, however, that the covenants and conditions herein remain superior to such conveyance, mortgage, lease, or transfer, it being the intention of the parties that this Agreement and its terms and conditions shall become a part of the chain of title and shall run with the land. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

2. This easement grant and all provisions herein are subordinate to the right of the Grantor, expressly reserved, to construct, maintain, and repair on and within the Easement Area those improvements, and utility connections or drainage facilities and structures necessary thereto, which are depicted and specifically shown on the Site Plan or any Board-Approved Plans to be located within the Easement Area (the "Improvements"). The Grantor further reserves the right within the Easement Area to clear, grade, excavate and fill in order to construct the Improvements.

3. The Grantor shall not change any features of the natural landscape or general topography of the Easement Area nor remove any trees, shrubs, or other vegetation without the prior written approval of the Grantee, except as necessary for the construction, maintenance and repair of the Improvements herein permitted; provided, however, that the Grantor may, without such written approval, remove or prune dead or diseased foliage that may reasonably be expected to threaten the surrounding foliage.

4. No activities by any person shall be permitted within the Easement Area which might be detrimental to wetland areas, drainage, flood control, springs, water conservation, water quantity or quality protection, erosion control, soil conservation or vegetation protection, and no other act or uses detrimental to the preservation of the Easement Area shall be permitted. The Grantor shall not make any changes within the Easement Area that will adversely affect existing drainage, flood control, erosion control or soil conservation without the prior written consent of the Grantee, except as necessary to construct, maintain and repair the Improvements herein permitted.

5. No topsoil, sand, gravel, loam, rock, minerals or other materials shall be excavated within or removed from the Easement Area, nor shall any fill be deposited, unless the prior written consent of the Grantee is secured, except as necessary for construction, maintenance and repair of the Improvements herein permitted.

6. The Grantor shall not deposit, or allow to be deposited, any trash, waste or any other materials within the Easement Area and shall not use the Easement Area for the storage of materials whatsoever.

7. No solid or liquid materials which might pollute or otherwise adversely affect the flow or quality of the water in any watercourse within or near the Easement Area shall be kept or stored by any person within the Easement Area or placed in or discharged into any watercourse traversing or protected by the Easement Area.

8. No advertising signs, buildings or other structures, other than the Improvements herein permitted, shall be erected in the Easement Area unless application therefore, with plans and specifications, have been filed with and approved by the Grantee and the Planning Board; however, improvements and structures existing on the date of this Agreement may be maintained and repaired unless shown and designated as "to be removed" on the Site Plan.

9. No automobiles, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, mopeds or any other type of motorized vehicles shall be permitted on the Easement Area, except those as may specifically be used in connection with construction of the Improvements herein permitted, or are required for maintenance of the Easement Area; and no roads, drives or trails for motorized vehicles shall be constructed or maintained within the Easement Area unless shown on the originally approved Site Plan.

10. Subject to the terms, restrictions and conditions of this Easement, the Grantor shall be permitted to:

- (a) use the Easement Area for any purpose or activity expressly authorized by the NJDEP under a statewide general permit issued pursuant to N.J.A.C. § 7:7A-4.1 *et seq.* (or the successor thereto), for the Property;
- (b) use that portion of the Easement Area which is a wetlands transition area for any purpose or activity (i) which is permitted in wetlands transition areas under N.J.A.C. § 7:7A-2.6(b) *et seq.* (or the successor thereto) or (ii) which is expressly authorized by the NJDEP under a transition area waiver issued pursuant to N.J.A.C. § 7:7A-6.1 *et seq.* (or the successor thereto); and
- (c) perform any environmental remediation activities within the Easement Area required by law or deemed necessary and appropriate by Grantor with the concurrence of NJDEP or the Bernards Township Engineer.

Notwithstanding anything to the contrary set forth in this Paragraph 10, the terms, restrictions and conditions outlined in this Easement shall be deemed to control in the Easement Area, and any deviation from the terms herein by the Grantor or its successors or assigns shall require written approval from the Bernards Township Engineer.

11. The Grantee, its employees and agents, are permitted to enter the Easement Area for the purpose of ascertaining compliance with the terms of this Easement. Nothing contained herein shall be construed to require the Grantee to maintain the Easement Area.

12. This Easement shall be subject to and read in conjunction with:

- a. A Stream Buffer Conservation Easement located on the Property, in part adjacent to the Easement Area herein, entered between the parties hereto and executed simultaneously herewith; and
- b. Any Township or Somerset County road rights-of-way for Martinsville Road (County Route 525) or Allen Road; and
- c. Any other easements shown on the Site Plan; and
- d. Any other easements entered into by the parties hereto for the Property.

13. It is the intention of the parties hereto that the Easement Area will remain protected, undisturbed and forever wild except as specifically provided herein.

It is understood and agreed that this Easement confers upon the Grantee no rights of title or use of the Easement Area, and nothing herein shall be construed to permit public access to or use of the Easement Area nor require the Grantee to maintain the Easement Area. Nothing herein shall be construed to limit the Grantor's right of access to and use of the Easement Area except as herein provided.

The Grantor covenants that it is lawfully seized of the Property and Easement Area and that it has the right to restrict the same. The Parties hereto each warrant and represent to each other, knowing and intending that the respective Parties are relying thereon in executing this Agreement, that they each have the power and authority to enter into this Agreement, to grant and receive the Easement contemplated herein, and to perform their respective obligations hereunder.

Wherever in this Easement 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. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of, and shall bind, the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively. In all references herein to any party, 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.

In the event of noncompliance with the terms and conditions contained in this Easement, the Grantee may avail itself of any and all legal remedies to enforce the within terms and conditions. In the event of a breach by the Grantor, the Grantee may seek specific performance to correct, modify, ameliorate, change, and restore the Property, trees,

vegetation, soil, watercourses or ponds, and other features of the Easement Area or the Property impacted by the Grantor's breach.

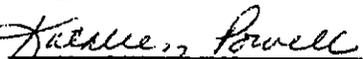
In the event of any violation of the covenants and conditions contained in this Easement, the Township or its designee shall be entitled to recover, in any action to enforce the terms hereof, reasonable attorneys' fees and costs (including but not limited to witnesses and expert witnesses). In the event that Grantee seeks legal redress on account of a breach by the Grantor, or its successors or assigns, and/or in the event the Grantee is required to take steps on account of a breach of the terms or conditions hereof by the Grantor or its successors or assigns, then all reasonable and necessary costs and expenses incurred by the Township or caused by the breach, may be recovered against the responsible party in an action to enforce the terms and conditions hereof brought by the Township in a court of competent jurisdiction.

In the event any one or more of the provisions in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, but this Easement shall be construed as if such invalid, illegal or unenforceable provision had never been included herein.

This Agreement shall in all respects to be governed by and construed in accordance with the laws of the State of New Jersey.

The provisions of this Agreement may not be amended, modified or terminated without the express written consent of the Township of Bernards, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing, signed by the appropriate municipal officials and recorded with the county recording officer. IN WITNESS WHEREOF, the parties hereto have caused this document to be signed by their proper corporate or municipal officers and their corporate seal to be set hereto.

ATTEST:



Name: Kathleen Powell
Title: Secretary

Dated: February 29, 2008

FELLOWSHIP VILLAGE, INC.

By: 

Name: Amos E. Willcox
Title: President and CEO

SCHEDULE A



KENNON SURVEYING SERVICES, Inc.

P. O. Box 4477, 5 Powder Horn Drive, Suite #4

Phone: 732-564-1818

Warren, New Jersey 07059

Fax: 732-564-9999

Property Description
Fellowship Village
Conservation Easement
Lot 43.01 Block 175
Bernards Township
Somerset County, New Jersey

Two tracts of land being part of Lot 43.01, Block 175, Bernards Township, Somerset County, New Jersey as shown on a map entitled, "Final Subdivision Map, Fellowship Village" recorded as Filed Map No. 3342 of the Somerset County Clerk's Office and being more particularly described as follows:

Tract 1

Commencing at the intersection of the northerly line of Allen Road with the westerly line of Martinsville Road (County Route 525) as shown on said Filed Map No. 3342; thence,

- A. Along said westerly line North $10^{\circ} 19' 27''$ West 29.85' to the POINT OF BEGINNING of the herein described tract; thence,
 1. Entering and through said Lot 43.01 the following 7 courses North $70^{\circ} 32' 58''$ West 56.87'; thence,
 2. South $62^{\circ} 19' 13''$ West 144.43'; thence,
 3. North $74^{\circ} 00' 20''$ West 61.66'; thence,
 4. South $64^{\circ} 49' 47''$ West 100.48'; thence,
 5. South $23^{\circ} 22' 08''$ West 37.66'; thence,
 6. South $53^{\circ} 31' 40''$ West 80.23'; thence,
 7. South $34^{\circ} 34' 59''$ East 23.95' to the northerly line of said Allen Road; thence,
 8. Along said northerly line along a curve to the left having a radius of 535.00', an arc length of 114.30', a central angle of $12^{\circ} 14' 29''$ whose chord bears South $43^{\circ} 25' 53''$ West 114.09'; thence,
 9. Continuing along said northerly line South $37^{\circ} 18' 30''$ West 197.52'; thence,

Project #960763

WJ
12-18-07

1033

Conservation Easement
Lot 43.01, Block 175

10. Continuing along said northerly line along a curve to the right having a radius of 1315.00', an arc length of 93.98', a central angle of 04° 05' 41" whose chord bears South 39° 21' 29" West 93.96'; thence,
11. Entering again and through said Lot 43.01 the following 22 courses North 86° 04' 50" West 20.13'; thence,
12. North 23° 08' 07" West 150.43'; thence,
13. North 61° 52' 51" West 50.69'; thence,
14. South 61° 48' 31" West 40.44'; thence,
15. North 22° 15' 30" West 16.43'; thence,
16. South 46° 50' 25" West 62.23'; thence,
17. North 80° 01' 22" West 62.54'; thence,
18. North 43° 06' 33" West 84.58'; thence,
19. North 44° 19' 58" East 50.83'; thence,
20. North 24° 40' 31" West 89.30'; thence,
21. North 52° 06' 44" West 52.18'; thence,
22. South 74° 02' 51" West 22.64'; thence,
23. North 55° 35' 50" West 25.56'; thence,
24. North 17° 26' 15" West 61.66'; thence,
25. North 20° 11' 18" West 85.05'; thence,
26. South 65° 33' 47" West 9.87'; thence,
27. North 26° 16' 27" West 145.14'; thence,
28. North 39° 49' 26" West 28.11'; thence,
29. North 19° 05' 21" West 86.28'; thence,
30. North 26° 16' 35" East 112.08'; thence,
31. North 26° 19' 58" West 23.76'; thence,

Project #960703

WLL
12.18.07

1034

Conservation Easement
Lot 43.01, Block 175

32. North 27° 02' 35" East 93.28' to the southerly line of Lot 42.01, said Block 175 as shown on said Filed Map No. 3342; thence,
33. Along said southerly line South 39° 39' 12" East 369.90'; thence,
34. Continuing along said southerly line North 70° 40' 25" West 891.18' to the westerly line of the aforementioned Martinsville Road; thence,
35. Along said westerly line South 10° 19' 27" East 449.13' to the POINT OF BEGINNING of the herein described tract containing 13.434 acres more or less.

Tract 2

Commencing at the intersection of the northerly line of Allen Road as shown on Filed Map No. 3342 with the easterly line of Lot 39.01, said Block 175; thence,

- A. Along the easterly line of said Lot 39.01, being a westerly line of said Lot 43.01, North 43° 33' 54" West 496.61'; thence,
- B. Along the northerly line of said Lot 39.01 and its westerly projection thereof being along the northerly line of Lot 38.01, said Block 175 and being along a southerly line of said Lot 43.01 North 79° 00' 40" West 814.83' to the POINT OF BEGINNING of the herein described tract; thence,
 1. Continuing along said southerly line North 79° 00' 40" West 656.79'; thence,
 2. Along the westerly line of said Lot 43.01 North 05° 15' 03" East 582.10'; thence,
 3. Entering through said Lot 43.01 the following 20 courses North 31° 11' 01" East 319.01'; thence,
 4. South 02° 34' 47" West 398.01'; thence,
 5. North 82° 48' 47" East 62.81'; thence,
 6. North 50° 41' 52" East 116.09'; thence,
 7. North 82° 25' 23" East 208.55'; thence,
 8. South 84° 49' 46" East 132.67'; thence,
 9. South 51° 03' 37" East 39.77'; thence,

Project #966703

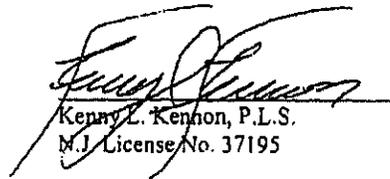
WDE
12-18-07

1035

Conservation Easement
Lot 43.01, Block 175

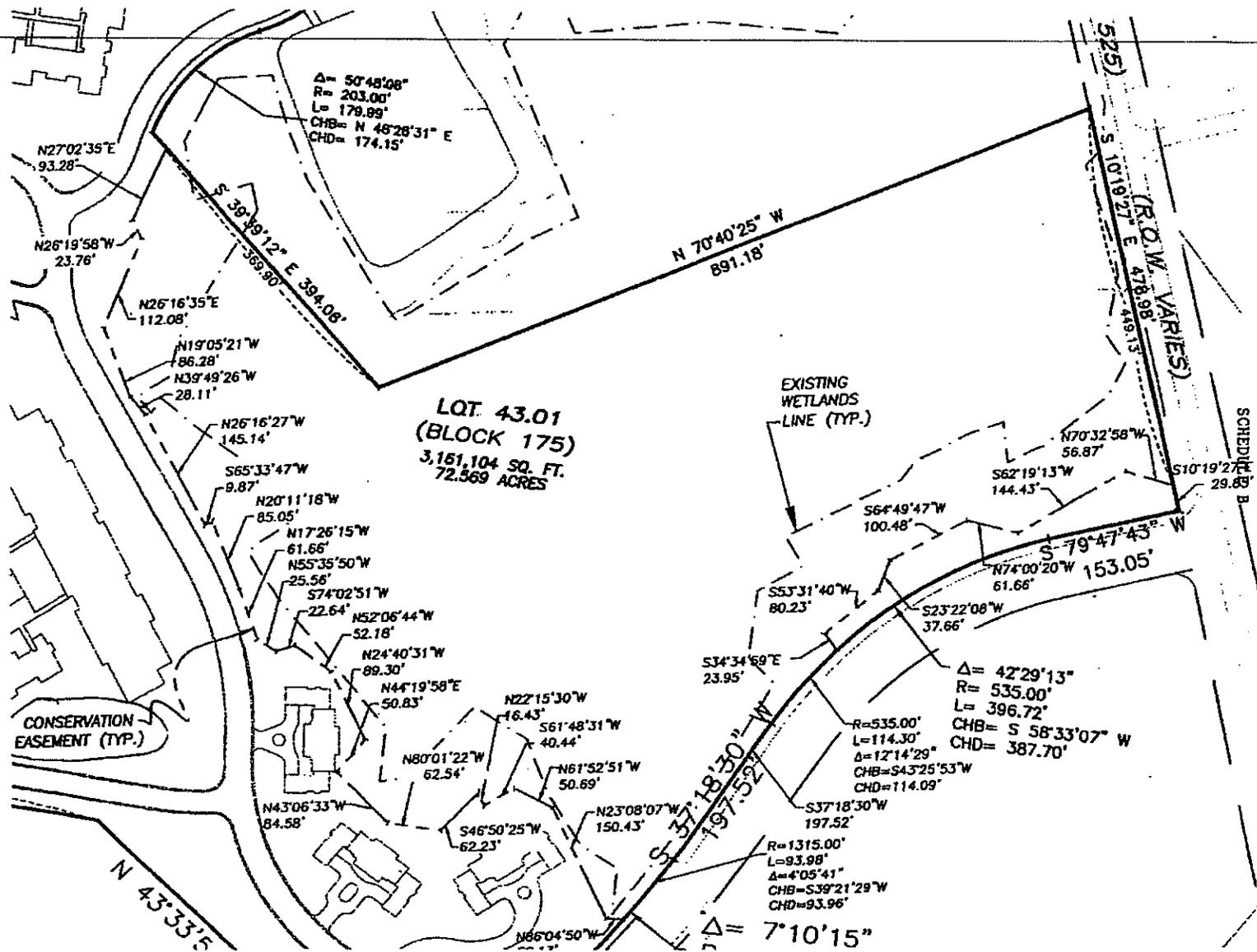
10. South 14° 02' 22" West 29.37'; thence,
11. South 59° 55' 10" West 64.93'; thence,
12. South 42° 57' 18" West 132.07'; thence,
13. South 62° 33' 52" West 34.98'; thence,
14. South 36° 25' 57" West 87.12'; thence,
15. South 35° 11' 02" West 68.17'; thence,
16. South 10° 13' 13" East 7.78'; thence,
17. South 02° 44' 25" East 6.84'; thence,
18. South 10° 32' 04" East 120.37'; thence,
19. South 15° 46' 28" East 59.77'; thence,
20. South 33° 16' 46" East 98.45'; thence,
21. South 42° 56' 32" East 54.56'; thence,
22. South 60° 03' 08" East 79.90' to the POINT OF BEGINNING of the herein described tract containing 7.535 acres more or less.

12-18-07
Date


Kenny L. Kenyon, P.L.S.
N.J. License No. 37195

Project #460703

1036



$\Delta = 50^{\circ}48'08''$
 $R = 203.00'$
 $L = 179.89'$
 $CHB = N 48^{\circ}28'31'' E$
 $CHD = 174.15'$

$N27^{\circ}02'35'' E$
 93.28'

$N26^{\circ}19'58'' W$
 23.76'

$N26^{\circ}16'35'' E$
 112.08'

$N19^{\circ}05'21'' W$
 86.28'

$N39^{\circ}49'26'' W$
 28.11'

$N26^{\circ}16'27'' W$
 145.14'

$S65^{\circ}33'47'' W$
 9.87'

$N20^{\circ}11'18'' W$
 85.05'

$N17^{\circ}26'15'' W$
 61.66'

$N55^{\circ}35'50'' W$
 25.56'

$S74^{\circ}02'31'' W$
 22.64'

$N52^{\circ}06'44'' W$
 52.18'

$N24^{\circ}40'31'' W$
 89.30'

$N44^{\circ}19'58'' E$
 50.83'

$N22^{\circ}15'30'' W$
 16.43'

$S61^{\circ}48'31'' W$
 40.44'

$N80^{\circ}01'22'' W$
 62.54'

$N61^{\circ}52'51'' W$
 50.69'

$N43^{\circ}06'33'' W$
 84.58'

$S46^{\circ}50'25'' W$
 62.23'

$N23^{\circ}08'07'' W$
 150.43'

$R = 1315.00'$
 $L = 83.98'$
 $\Delta = 4^{\circ}05'41''$
 $CHB = S39^{\circ}21'29'' W$
 $CHD = 93.96'$

$N 70^{\circ}40'25'' W$
 891.18'

525)

S 101^{\circ}19'27'' E

478.98'

449.13'

N70^{\circ}32'58'' W

S62^{\circ}19'13'' W

S 79^{\circ}47'43'' W

N74^{\circ}00'20'' W

S23^{\circ}22'08'' W

S37^{\circ}18'30'' W

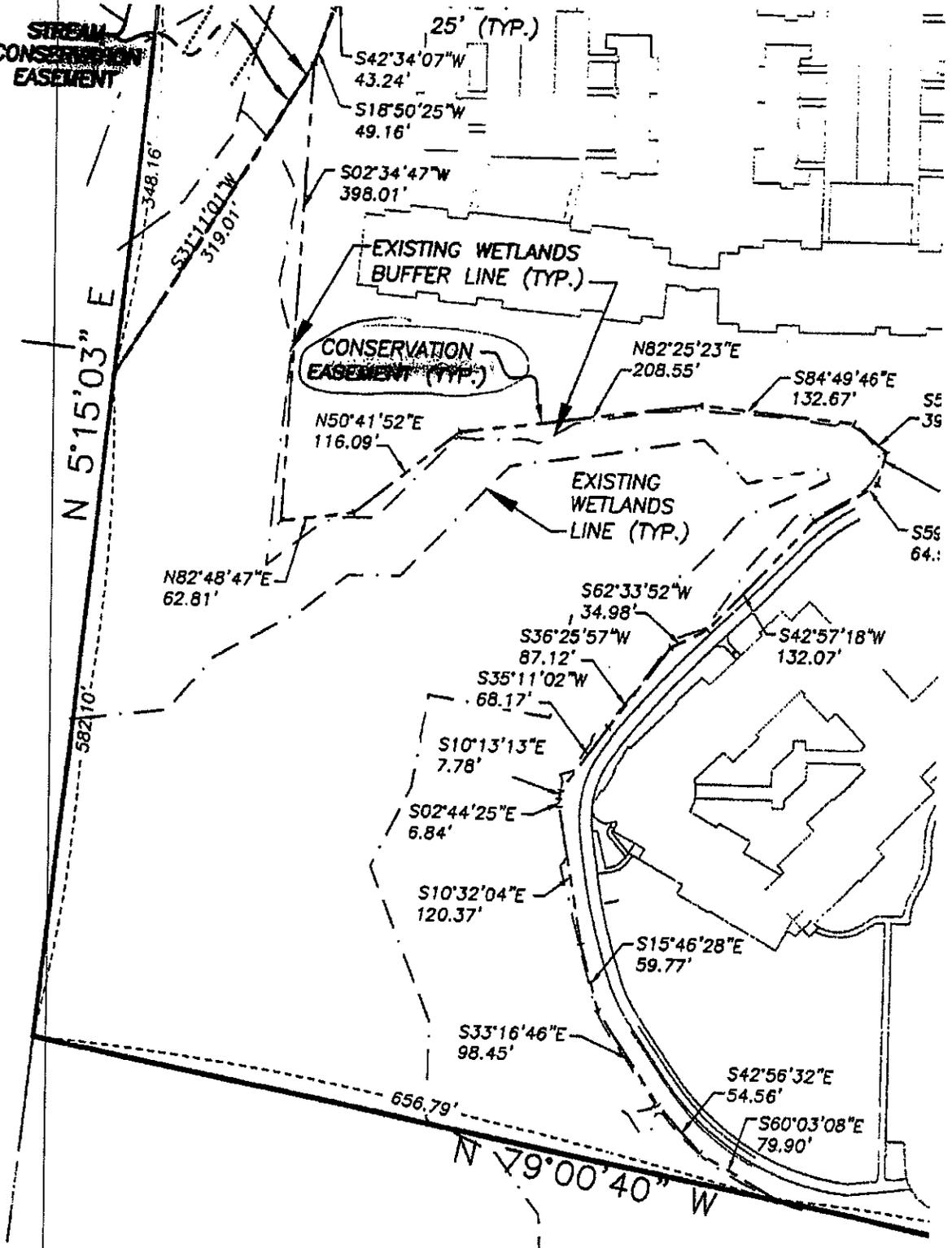
S37^{\circ}18'30'' W

$\Delta = 42^{\circ}29'13''$
 $R = 535.00'$
 $L = 396.72'$
 $CHB = S 58^{\circ}33'07'' W$
 $CHD = 387.70'$

$\Delta = 7^{\circ}10'15''$

SCHEDULE B

**STREAM
CONSERVATION
EASEMENT**



ATTEST:

Denise Szabo
Name: Denise Szabo
Title: Township Clerk

[Handwritten initials]

TOWNSHIP OF BERNARDS
By: John Carpenter
Name: John Carpenter
Title: Mayor

Dated: 3/25/08, 2008

STATE OF NEW JERSEY)
) ss:
COUNTY OF SOMERSET)

I CERTIFY that on Feb. 29, 2008, Kathleen Powell (name of attesting witness) personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the Secretary (title of attesting witness) of FELLOWSHIP VILLAGE, INC., the non-profit corporation named in this document;
- b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Amos E. Willcox (name of corporate officer), the President and CEO (title) of the non-profit corporation;
- c) this document was signed and delivered by the non-profit 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 non-profit corporation which was affixed to this document; and
- e) this person signed this proof to attest to the truth of these facts.

Kathleen Powell (sign)
Name: Kathleen Powell
Title: Secretary
(attesting witness)

Signed and sworn to before me on
February 29, 2008.

Kristine L West
Name:
Title: **KRISTINE L. WEST**
A Notary Public of New Jersey
My Commission Expires January 29, 2011

STATE OF NEW JERSEY)
) ss:
COUNTY OF SOMERSET)

I CERTIFY that on 3/23/08, 2008, Denise Szabo personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the **TOWNSHIP OF BERNARDS**, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is John Carpenter, the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Denise Szabo
Name: Denise Szabo
Title: Township Clerk

Signed and sworn to before me on
this ___ day of 3/23/08, 2008.

Deirdre Vogel
Name:

Title: **DEIRDRE VOGEL**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 23, 2009



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 04/02/2008 02:20:51 PM
Book: OPR 6120 Page: 1027-1041
Instrument No.: 2008015182
TWP EASEMENT 15 PGS \$8.00

Recorder: DEBONO

DO NOT DISCARD



2008015182

1041

14P 3 84 V

✓

RECORD AND RETURN TO:
Denise Szabo, Clerk
Bernards Township
One Collyer Lane
Basking Ridge, NJ 07920

BRETT A. RADZI COUNTY CLERK
SOMERSET COUNTY, NJ
2008 APR 02 02:20:51 PM
BK: 6120 PG: 1042-1056
INSTRUMENT # 2008015183

Prepared By:
J.P. Belardo
John P. Belardo, Esq.
Bernards Township Attorney

STREAM BUFFER CONSERVATION EASEMENT
(Lot 33 in Block 9301)

THIS EASEMENT is made on the _____ day of 3/2/08, 2008, between:

FELLOWSHIP VILLAGE, INC., a New Jersey non-profit corporation, having an address at 8000 Fellowship Road, Basking Ridge, New Jersey 07920, hereinafter the "Grantor", and

THE TOWNSHIP OF BERNARDS, a NJ Municipal Corporation in the County of Somerset, having its principal offices at One Collyer Lane, Basking Ridge, New Jersey 07920, hereinafter the "Township" or "Grantee".

WITNESSETH

WHEREAS, Grantor is the fee simple title owner, on or before the date of recordation hereof, of that certain tract of land lying and being in the Township of Bernards County of Somerset and State of New Jersey, which tract of land is identified as Lot 33 in Block 9301 [previously identified as Lot 43.01 in Block 175] on the Tax Map of the Township of Bernards, in the County of Somerset and State of New Jersey, consisting of 72.569± acres, commonly known as 8000 Fellowship Road, (hereinafter the "Property"); and

WHEREAS, the portion of the Property which is subject to this Easement is more particularly described by legal description entitled: "Property Description, Fellowship Village, Stream Conservation Easement, Lot 43.01, Block 175, Bernards Township, Somerset County, New Jersey", delineating two tracts containing an area of 1.676± acres [Tract 1] and 1.287± acres [Tract 2], which description is dated December 18, 2007, and is attached hereto as Schedule A and made a part hereof, and as shown on the plan entitled "Conservation Easement Plan, Fellowship Village, Block 175, Lots 43.01, Township of Bernards, County of Somerset, State of New Jersey, dated September 18, 2007, last revised December 18, 2007, (hereinafter the "Plan"), an excerpt of which Plan is attached hereto as Schedule B and made a part hereof, which description and Plan were prepared by Kenny L. Kennon, N.J.P.L.S., Lic. No. 37195, Kennon Surveying Services, Inc., (hereinafter the



{A0507705.DOC/KG}

n. #2006

6120-1042
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portion of the Property subject to the terms and restrictions herein is referred to as the "Easement Area"); and

WHEREAS, Grantor, applied for and, on February 6, 2007, received preliminary and final site plan approval from the Bernards Township Planning Board (the "Board"), with a Memorializing Resolution of Approval adopted on May 8, 2007, Resolution No. PB#06-008, (the "Approval"); and

WHEREAS, the Approval permits the Grantor to make two additions to the existing continuing care center at the Property, located in the R-2 residential zoning district, to construct a one-story, 710-square-foot addition including expansion of an existing open porch and a new porte cochere, and to construct a two-story, 1,100-square-foot addition including an antique car pavilion first floor and open porch/patio second floor, with proposed increased parking; and

WHEREAS, the Approval requires the Grantor to grant to the Grantee a certain stream buffer conservation easement affecting the Easement Area on the Property, which requirement this Easement is intended to fulfill; and

WHEREAS, the Grantor desires to grant to Grantee a stream buffer conservation easement over the Easement Area on the Property.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and dedicate unto Grantee, its successors and assigns, forever, a non-public easement for the purpose of preservation and conservation of land located within the Easement Area on the Property.

The Easement is conveyed to the Grantee pursuant to the stream buffer conservation requirements set forth in Section 21-14.4 of the *Revised Land Use Ordinances of the Township of Bernards*, as may be amended from time to time (the "Ordinance"), and pursuant the Approval for the Property.

Within the Easement Area, the following terms and conditions shall apply, it being the intention of the parties that the Easement Area shall be preserved in its natural and existing state in perpetuity, except as permitted herein:

1. The Easement Area shall consist of the Pond and "Zone 1" and "Zone 2" areas as depicted on the Plan. No construction, development, use, activity, encroachment or structure shall be permitted in the Easement Area unless specifically permitted herein.

2. Notwithstanding any other provisions herein, this easement grant and all provisions herein are subordinate to the right of the Grantor, expressly reserved, to construct, maintain, and repair on and within the Easement Area those existing improvements (including utility connections, drainage facilities, walkways, etc.) as are shown on the Plan or any Board-Approved Plans specifically to be located within the Easement Area (hereinafter the "Improvements"). The Grantor further reserves the right within the Easement Area to clear, grade, excavate and fill in order to maintain and repair the Improvements.

3. Nonconforming structures and uses of land existing within the Easement Area as of the date hereof shall be regulated pursuant to the Ordinance. The following additional regulations shall also apply:

(1) Within Zone One or Zone Two, nonconforming Improvements or uses existing as of the date hereof that are prohibited pursuant to Section 8 hereof, may be continued provided the existing building footprint and use are not expanded or enlarged; and

(2) Discontinued nonconforming uses may be resumed at any time within one year from such discontinuance, but not thereafter. No change or resumption shall be permitted that is more detrimental to the Easement Area than the existing or former nonconforming use, as measured against the purposes and intent set forth in Ordinance § 21-14.4. This one-year time limit shall not apply to agricultural uses that are following prescribed Best Management Practices for crop rotation.

4. Within Zone One, the following uses shall be permitted by right and shall not require approval by the Bernards Township Zoning Enforcement Officer or compliance with an approved Stream Buffer Management Plan pursuant to Ordinance § 21-14.4:

(1) Open space uses that are primarily passive in character, including wildlife sanctuaries, nature preserves, forest preserves, fishing areas and passive areas of public and private parkland;

(2) Fences for which a permit has been issued by the Construction Code Office of Bernards Township. (Notwithstanding the fact that they are permitted in the Easement Area, fences are still subject to approval by the Bernards Township Zoning Enforcement Officer as to compliance with the general requirements for fences set forth in the Ordinance, including § 21-16.2 thereof); and

(3) On residential lots, accessory uses and structures for which no permit is required from the Construction Code Office of Bernards Township, including but not limited to driveways, patios, walkways, sheds not exceeding 100 square feet in area, private recreational or game areas, mowed lawns, landscaped and graded areas and gardens. The removal of trees in conjunction with any such accessory use or structure shall also be permitted, subject to approval of a tree removal permit, if applicable.

5. Within Zone One, the following uses shall be permitted subject to approval by the Bernards Township Zoning Enforcement Officer and subject to compliance with an approved Stream Buffer Management Plan pursuant to Ordinance § 21-14.4:

- (1) Buffer crossings by farm vehicles and livestock, recreational trails, roads, railroads, stormwater lines, sanitary sewer lines, waterlines and public utility transmission lines, provided that the land disturbance is the minimum required to accomplish the permitted use;
- (2) Reforestation; and
- (3) Streambank stabilization.

6. Within Zone Two, the following uses shall be permitted by right and shall not require approval by the Bernards Township Zoning Enforcement Officer or compliance with an approved Stream Buffer Management Plan pursuant to Ordinance § 21-14.4:

(1) Open space uses that are primarily passive in character, including wildlife sanctuaries, nature preserves, forest preserves, fishing areas and passive areas of public and private parkland;

(2) Fences for which a permit has been issued by the Construction Code Office of Bernards Township. (Notwithstanding the fact that they are permitted in the Easement Area, fences are still subject to approval by the Bernards Township Zoning Enforcement Officer as to compliance with the general requirements for fences set forth in the Ordinance, including § 21-16.2 thereof);

(3) On residential lots, accessory uses and structures for which no permit is required from the Construction Code Office of Bernards Township, including but not limited to driveways, patios, walkways, sheds not exceeding 100 square feet in area, private recreational or game areas, mowed lawns, landscaped and graded areas and gardens. The removal of trees in conjunction with any such accessory use or structure shall also be permitted, subject to approval of a tree removal permit, if applicable;

(4) Minimum required front, side and rear yards on private lots, provided that no minimum required yard may extend into Zone Two more than half the distance between the outer boundaries of Zone One and Zone Two in accordance with Ordinance § 21-14.4;

(5) Agricultural uses existing as of November 8, 2001.

7. Within Zone Two, the following uses shall be permitted subject to approval by the Bernards Township Zoning Enforcement Officer and subject to compliance with an approved Stream Buffer Management Plan pursuant to Ordinance § 21-14.4:

- (1) New agricultural uses;
- (2) Buffer crossings by farm vehicles and livestock, roads, railroads, stormwater lines, sanitary sewer lines, waterlines and public utility transmission lines, provided that the land disturbance is the minimum required

to accomplish the permitted use;

(3) Stormwater lines, sanitary sewer lines, waterlines and public utility transmission lines running along, i.e. parallel to, the buffer, provided that the land disturbance is the minimum required to accomplish the permitted use and the lines are located as far from Zone One as practical;

(4) Selective cutting of trees, other than as permitted by right pursuant to Section 4 above;

(5) Recreation areas, other than private recreational or game areas, such as camps, campgrounds, picnic areas, golf courses, ballfields, playgrounds and courts, provided these uses are designed in a manner that will not generate concentrated flow of stormwater;

(6) Naturalized stormwater basins, provided the entire basin is located a minimum of 50 feet from the defined edge of all streams. (For the purposes of this provision, the term "stream" shall mean a natural watercourse or surface water body that contains water for at least a part of the year, has a drainage area of 50 acres or greater, or is portrayed as a dashed line on a USDA Soil Survey Map of the most recent edition); and

(7) Reforestation.

8. Any use or activity not permitted pursuant to Sections 4, 5, 6 and 7, above, shall be prohibited within the Easement Area. By way of example, the following uses and activities are specifically prohibited:

(1) Clear-cutting of trees and other vegetation;

(2) Selective cutting of trees and/or the clearing of other vegetation within Zone One, except where such cutting and/or clearing is necessary to prepare land for a use permitted pursuant to Sections 4 or 5 hereof, and where the effects of these actions are mitigated by revegetation, in compliance with an approved Stream Buffer Management Plan in accordance with Ordinance § 21-14.4;

(3) Selective cutting of trees and/or the clearing of other vegetation within Zone Two, except where such cutting and/or clearing is necessary to prepare land for a use permitted pursuant to Sections 6 or 7 hereof, and where the effects of these actions are mitigated by revegetation in compliance with an approved Stream Buffer Management Plan in accordance with Ordinance § 21-14.4;

(4) Removal of trees in excess of selective cutting, except where such removal is necessary as the means to eliminate dead, diseased or hazardous tree stands that jeopardize public safety, or as part of a reforestation plan, and the removal is in compliance with an approved Stream Buffer Management Plan in accordance with Ordinance § 21-14.4;

(5) Removal or disturbance of vegetation in a manner that is inconsistent with erosion control and buffer protection practices;

(6) Storage of hazardous or noxious materials;

(7) Use of fertilizers, pesticides, herbicides, and/or other chemicals in excess of prescribed industry standards or the recommendation of the Somerset-Union Soil Conservation District;

(8) Roads or driveways, except where permitted in compliance with Sections 2, 3, 5 and 7 hereof;

(9) Motor and/or wheeled vehicle traffic in any area which, in the opinion of the Bernards Township Engineer, is not designed to adequately accommodate the type and volume of traffic;

(10) Parking lots, except where previously existing as provided for in Sections 2 and 3 hereof;

(11) Any type of permanent structure, excluding structures approved in conjunction with a use permitted pursuant to Sections 2, 3, 4, 5, 6 and 7 hereof;

(12) Subsurface sewage disposal areas;

(13) Sod farming; and

(14) Minimum required, front, side and rear yards, except as permitted in Zone Two pursuant to Section 7 hereof, or as otherwise permitted pursuant to the Ordinance.

9. Subject to the terms, restrictions and conditions of this Easement, the Grantor shall be permitted to:

- (1) Use the Easement Area for any purpose or activity expressly authorized by the NJDEP under a statewide general permit issued pursuant to N.J.A.C. § 7:7A-4.1 *et seq.* (or the successor thereto);
- (2) Use that portion of the Easement Area which is a wetlands transition area for any purpose or activity (i) which is permitted in wetlands transition areas under N.J.A.C. § 7:7A-2.6(b) *et seq.* (or the successor thereto) or (ii) which is expressly authorized by the NJDEP under a transition area waiver issued pursuant to N.J.A.C. § 7:7A-6.1 *et seq.* (or the successor thereto); and
- (3) Perform any environmental remediation activities required by law or deemed necessary and appropriate by Grantor with the concurrence of NJDEP or the Bernards Township Engineer.

Notwithstanding anything to the contrary set forth in Paragraph 9, the terms, restrictions and conditions outlined in this Easement shall be deemed to control in the Easement Area, and any deviation therefrom by the Grantor or its successors or assigns pursuant to Paragraph 9 shall require written approval from the Bernards Township Engineer.

The Grantee, and its employees, agents, and representatives, are permitted to enter the Easement Area for the purpose of ascertaining compliance with the terms herein.

The Grantor covenants that it is lawfully seized of the Property and Easement Area and that it has the right to restrict the same. The Parties hereto each warrant and represent to each other, knowing and intending that the respective Parties are relying thereon in executing this Agreement, that they each have the power and authority to enter into this Agreement, to grant and receive the Easement contemplated herein, and to perform their

respective obligations hereunder.

Grantor may convey, mortgage, lease, or otherwise transfer title or interest in the lands subject to the Easement; provided, however, that the covenants and conditions herein remain superior to such conveyance, mortgage, lease, or transfer, it being the intention of the parties that this Instrument and its terms and conditions shall become a part of the chain of title and shall run with the land. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

It is understood and agreed that this Easement confers upon the Grantee no rights of title or use of the Easement Area and nothing herein shall be construed to permit public access to or use of that area nor require the Grantee to maintain such area. Nothing herein shall be construed to limit the Grantor's right of access to and use of that area except as herein provided.

Whenever in this Easement 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. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of, and shall bind, the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively. In all references herein to any party, 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 Easement may require.

This Easement shall be subject to and read in conjunction with:

- a. A Conservation Easement located on the Property, in part adjacent to the Easement Area herein, entered between the parties hereto and executed simultaneously herewith; and
- b. Any road rights-of-way for Fellowship Road or Shiloh Court; and
- c. Any other easements shown on the Site Plan; and
- d. Any other easements entered into by the parties hereto for the Property.

In the event of noncompliance with the terms and conditions contained in this Easement, the Grantee may avail itself of any and all legal remedies to enforce the within terms and conditions. In the event of a breach by the Grantor, the Grantee may seek specific performance to correct, modify, ameliorate, change, and restore the Property, trees,

vegetation, soil, watercourses or ponds, and other features of the Easement Area or the Property impacted by the Grantor's breach.

In the event of any violation of the covenants and conditions contained in this Easement, the Township of Bernards or its designee shall be entitled to recover, in any action to enforce the terms hereof, reasonable attorneys' fees. In the event that Grantee seeks legal redress on account of a breach by the Grantor, or its successors or assigns, and/or in the event the Grantee is required to take steps on account of a breach of the terms or conditions hereof by the Grantor or its successors or assigns, then all reasonable and necessary costs and expenses incurred by the Township of Bernards, including reasonable legal fees and costs and related costs (including but not limited to witnesses and expert witnesses) and all other costs caused by the breach, may be recovered against the responsible party in an action to enforce the terms and conditions hereof brought by the Township of Bernards in a court of competent jurisdiction.

This Easement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

The provisions of this Agreement may not be amended, modified or terminated without the express written consent of the Township of Bernards, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing, signed by the appropriate municipal officials and recorded with the county recording officer.

IN WITNESS WHEREOF, the parties hereto have caused this document to be signed by their proper corporate or municipal officers and their corporate seal to be set hereto.

ATTEST:

Kathleen Powell
Name: Kathleen Powell
Title: Secretary
Dated: February 29, 2008

FELLOWSHIP VILLAGE, INC.

By: Amos E. Willcox
Name: Amos E. Willcox
Title: President and CEO

ATTEST:

Denise Szabo
Name: Denise Szabo
Title: Township Clerk
Dated: 3/20/08, 2008

TOWNSHIP OF BERNARDS

By: John Carpenter
Name: John Carpenter
Title: Mayor

STATE OF NEW JERSEY)
) ss:
COUNTY OF SOMERSET)

I CERTIFY that on February 29, 2008, Kathleen Powell (*name of attesting witness*) personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the Secretary (*title of attesting witness*) of **FELLOWSHIP VILLAGE, INC.**, the non-profit corporation named in this document;
- b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Amos E. Willcox (*name of corporate officer*), the President and CEO (*title*) of the non-profit corporation;
- c) this document was signed and delivered by the non-profit 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 non-profit corporation which was affixed to this document; and
- e) this person signed this proof to attest to the truth of these facts.

Kathleen Powell (*sign*)

Name: Kathleen Powell
Title: Secretary

(attesting witness)

Signed and sworn to before me on
February 29, 2008.

Kristine L West

Name: KRISTINE L. WEST
Title: A Notary Public of New Jersey
My Commission Expires January 29, 2011

SCHEDULE A



KENNON SURVEYING SERVICES, Inc.

P. O. Box 4477, 5 Powder Horn Drive, Suite #4

Phone: 732-564-1818

Warren, New Jersey 07059

Fax: 732-564-9999

Property Description
Fellowship Village
Stream Conservation Easement
Lot 43.01, Block 175
Bernards Township
Somerset County, New Jersey

Two tracts of land being part of Lot 43.01, Block 175, Bernards Township, Somerset County, New Jersey as shown on a map entitled, "Final Subdivision Map, Fellowship Village" recorded as Filed Map No. 3342 of the Somerset County Clerk's Office and being more particularly described as follows:

Tract 1

Commencing at the intersection of the northerly line of Allen Road as shown on said Field Map No. 3342 with the easterly line of Lot 39.01, said Block 175; thence,

- A. Along the easterly line of said Lot 39.01 being a westerly line of said Lot 43.01 North 43° 33' 54" West 496.61'; thence,
- B. Along the northerly line of said Lot 39.01 and its westerly projection thereof being along the northerly line of Lot 38.01, said Block 175 and being along a southerly line of said Lot 43.01 North 79° 00' 40" West 1471.62'; thence,
- C. Along the westerly line of said Lot 43.01 North 05° 15' 03" East 582.10' to the POINT OF BEGINNING of the herein described tract; thence,
 1. Continuing along said westerly line North 05° 15' 03" East 348.16'; thence,
 2. Entering and through said Lot 43.01 the following 14 courses North 18° 50' 25" East 49.54'; thence,
 3. North 39° 21' 38" East 65.32'; thence,
 4. North 47° 52' 26" East 34.63'; thence,
 5. North 53° 18' 45" East 68.29'; thence,
 6. North 63° 40' 03" East 47.96'; thence,
 7. North 57° 30' 58" East 90.04'; thence,

Project #960703

[Signature]
12.07

1051

Stream Conservation Easement
Lot 43.01, Block 175

8. South 48° 39' 11" East 105.00'; thence,
9. South 24° 55' 44" West 67.48'; thence,
10. South 38° 40' 02" West 48.96'; thence,
11. South 63° 57' 10" West 67.14'; thence,
12. South 53° 18' 45" West 47.20'; thence,
13. South 42° 34' 07" West 43.24'; thence,
14. South 18° 50' 25" West 49.16'; thence,
15. South 31° 11' 01" West 319.01' to the POINT OF BEGINNING of the herein described tract containing 1.676 acres more or less.

Tract 2

Commencing at the intersection of the southerly line of Lot 19, Block 175 with the division line between Lot 42.01 and Lot 43.01, Block 175 as shown on Filed Map No. 3342; thence,

- A. Along the westerly line of said Lot 42.01 South 08° 00' 14" West 210.40'; thence,
- B. Entering said Lot 43.01, Block 175 North 82° 03' 36" West 225.24' to the POINT OF BEGINNING of the herein described tract; thence,
 1. South 28° 50' 30" East 50.73'; thence,
 2. South 07° 46' 00" East 44.34'; thence,
 3. South 11° 49' 26" West 43.87'; thence,
 4. South 22° 35' 13" West 79.31'; thence,
 5. South 34° 13' 28" West 30.36'; thence,
 6. South 52° 02' 05" West 31.69'; thence,
 7. South 65° 39' 41" West 40.99'; thence,
 8. North 85° 59' 55" West 43.14'; thence,
 9. North 60° 46' 30" West 52.30'; thence,

Project #960793

WJK
12-18-07

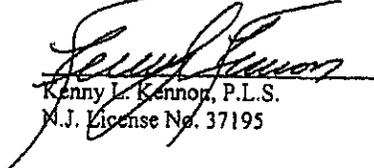
1052

Stream Conservation Easement
Lot 43.01, Block 175

10. North 39° 03' 28" West 55.14'; thence,
11. North 02° 57' 29" East 154.33'; thence,
12. North 39° 15' 57" East 45.91'; thence,
13. North 64° 49' 28" East 73.95'; thence,
14. South 89° 30' 06" East 57.43'; thence,
15. South 62° 45' 49" East 56.73' to the POINT OF BEGINNING of the herein described tract containing 1.287 acres more or less.

12-18-07

Date


Kenny L. Kennon, P.L.S.
N.J. License No. 37195

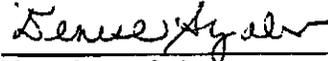
Project #960703

1053

STATE OF NEW JERSEY)
) ss:
COUNTY OF SOMERSET)

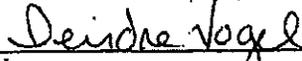
I CERTIFY that on 3/25/08, 2008, Denise Szabo personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the **TOWNSHIP OF BERNARDS**, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is John Carpenter, the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.



Name: Denise Szabo
Title: Township Clerk

Signed and sworn to before me on
this _____ day of 3/25/08, 2008.



Name:
Title:

DEIRDRE VOGEL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 23, 2009



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 04/02/2008 02:20:51 PM
Book: OPR 6120 Page: 1042-1056
Instrument No.: 2008015183
TWP EASEMENT 15 PGS \$8.00

Recorder: DEBONO

DO NOT DISCARD



2008015183

1056

309.

BERNARDS TOWNSHIP
ONY COLLYER LANE
BASKING RIDGE NJ 07920

 **SOMERSET COUNTY**
DOCUMENT COVER SHEET

HON. BRETT A. RADI
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US



BRETT A. RADI, COUNTY CLERK
SOMERSET COUNTY, NJ
2017 MAR 28 09:57:30 AM
INSTRUMENT # 2017021718

(Official Use Only)

DATE OF DOCUMENT: March 27, 2017	TYPE OF DOCUMENT: Easement
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) Fellowship Senior Living, Inc.	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee) The Township of Bernards
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY:	MAILING ADDRESS OF GRANTEE:
BLOCK:	
LOT:	
CONSIDERATION:	

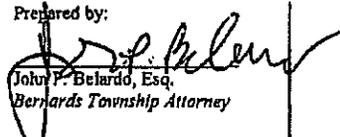
THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

DO NOT REMOVE THIS PAGE
THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD
RETAIN THIS PAGE FOR FUTURE REFERENCE

6963-3713
R 6-5-17

Record and Return to:
Denise Szabo, Clerk
Bernards Township
One Collyer Lane
Basking Ridge, New Jersey 07920

Prepared by:


John P. Belardo, Esq.
Bernards Township Attorney

**DETENTION BASIN, DRAINAGE
& ACCESS EASEMENT**
[Lot 33 in Block 9301]

THIS EASEMENT is made on the 27th day of March, 2017, between:

FELLOWSHIP SENIOR LIVING, INC., a corporation of the State of New Jersey, with an address at 8000 Fellowship Road, Basking Ridge, New Jersey 07920, hereinafter called the "Grantor," and

THE TOWNSHIP OF BERNARDS, a Municipal Corporation of the County of Somerset, State of New Jersey, having its principal offices at One Collyer Lane, Basking Ridge, New Jersey 07920, hereinafter called the "Grantee".

WITNESSETH

WHEREAS, Grantor is the fee simple title owner, on or before the date of recordation hereof, of that certain tract of land lying and being in the Township of Bernards, County of Somerset, and State of New Jersey, which tract of land is identified as Lot 33 in Block 9301 on the Tax Map of the Township of Bernards, commonly known as 8000 Fellowship Road (the "Property"); and

WHEREAS, Grantor, on August 2, 2016, received preliminary and final site plan approval, with variance and waiver relief from the Bernards Township Planning Board ("Board"), with a Memorializing Resolution of Approval adopted on October 18, 2016, Application No. PB13-006 (the "Approval"); and

WHEREAS, the Approval authorizes the expansion of Fellowship Village, including expanding the community center by 27,100 square feet, construction of a one-story, 240 seat maximum capacity multi-purpose room/theater, expanding the health center by 55,695 square feet, reconfiguring and expanding the parking areas, adding two underground stormwater detention systems, and modifying the stormwater retention basin located south of the health center, as well as related site improvements on the Property; and

WHEREAS, in connection with the Approval, Grantor submitted preliminary and final site plans entitled "Preliminary and Final Site Plan for Fellowship Senior Living, Block 9301,

0.2365

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Lot 33," consisting of 33 total sheets, including 19 sheets of engineering plans dated October 14, 2013, revised through January 30, 2015, prepared by Keven G. Page, P.E.; three sheets of lighting plans, three sheets of landscaping plans, and six sheets of architectural plans, Last revised January 30, 2015, prepared by David Danton, A.I.A.; and a property survey, dated November 20, 2014, prepared by Kenny L. Kennon, P.L.S. (the "Site Plan"); and

WHEREAS, in conjunction with the Approval the Grantor is required to grant to the Grantee a certain detention basin, drainage and access easement affecting the entire Property, and Grantor desires to grant to Grantee such easement over the Property which this instrument is intended to fulfill; and

WHEREAS, the entire Property is subject to this Easement, which is shown on the map entitled "Stormwater Management Facilities," prepared by Page Engineering Consultants, P.C., dated January 18, 2017, which is attached hereto as Schedule A and made a part hereof (hereinafter the portion of the Property subject to the terms and restrictions herein is referred to as the "Easement Area"); and

WHEREAS, the Grantor desires to grant to Grantee a detention basin, drainage and access easement over the Easement Area on the Property.

NOW, THEREFORE, Grantor in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and dedicate unto Grantee, its successors and assigns, forever, a non-public perpetual detention basin, drainage and access easement for the Easement Area on the Property for the purposes of providing proper drainage, controlling stormwater runoff and any other related municipal purpose. The following terms, conditions and restrictions shall apply within the Easement Area:

I. STORMWATER MANAGEMENT - DETENTION and RETENTION BASIN FACILITIES and PONDS

A continuous and perpetual right-of-way and easement through, over, upon, under, in, across and along the Easement Area is hereby established for drainage facilities as shown on the Subdivision Plat, including one or more pipes, swales, headwalls, drywells, outlet structures, diversion structures, inlets, manholes, ditches, basins, channels, streams, french drains, ponds, streams, water courses, or other drainage facilities of any kind, together with any and all necessary surface and subsurface appurtenances, (collectively referred to as the "Detention Basin Facility").

II. OWNERSHIP & RESPONSIBILITY

Grantor hereby agrees to accept full responsibility for the proper planning, design and construction of the Detention Basin Facility; and thereafter, full responsibility for the

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continued operation, maintenance, repair, reconstruction and replacement of the Detention Basin Facility and Easement Area shall remain with the Grantor and its successors and assigns.

The Detention Basin Facility and all related improvements thereto shall be maintained, repaired, reconstructed or replaced as stated in this Agreement and the Stormwater Facilities Maintenance Manual attached as Schedule B. The financial responsibility for any and all maintenance, repair, reconstruction or replacement to the Detention Basin Facility and related structures shall be borne by the Grantor and its successors and assigns, and shall be chargeable to the owner of the Property. The Grantee shall retain no financial responsibility whatsoever.

The Grantor, and its successors and assigns, shall have the perpetual obligation to:

- (a) reconstruct, operate, maintain, inspect, protect and repair the Detention Basin Facility within the Easement Area;
- (b) do within the Easement Area all that may be necessary for the reconstruction, replacement, extension, improvement, betterment, maintenance, inspection, protection, operation and use of the Detention Basin Facility and related structures within the Easement Area in accordance with the Maintenance Manual (defined hereinbelow), including all reasonable incidental rights and obligations to protect and preserve installed pipes and appurtenances such as the right to subjacent lateral support;
- (c) construct and maintain rip rap at stream crossings and at other places where such protection may be required to protect installed pipes and appurtenances from erosion;
- (d) reasonably limit loads traversing or bearing upon the surface of the right-of-way to protect the installed pipes and appurtenances from stress or damage due to weight, shock, vibration or other similar phenomena;
- (e) construct and maintain requisite surface and subsurface appurtenances and to take any reasonable action that may be necessary to protect installed drainage detention or retention facility pipes from infiltration;
- (f) use the Easement Area only for the purposes aforesaid, and remove all buildings, structures and obstructions of whatsoever kind or character now or hereafter found on or within the Easement Area not specifically permitted in the Subdivision Plat to be located within the Easement Area;
- (g) maintain the perpetual right of free and unobstructed access to the Easement Area, with all manner of men, machinery, supplies, materials and equipment necessary for the accomplishment of any and all of the foregoing purposes and any other purpose required to accomplish those purposes within the Easement Area.

III. OPERATION & MAINTENANCE STANDARDS

The Grantor, and its successors and assigns, has the responsibility to construct, and thereafter to maintain, repair and reconstruct the Detention Basin Facility and the Easement Area pursuant to the specifications set forth in the stormwater facilities maintenance manual entitled:

"Stormwater Facilities Maintenance Manual for Proposed Building Expansions, Fellowship Senior Living, Block 9301, Lot 33," dated October 2013, last revised February 2017, prepared by Catherine A. Mueller, P.E., of Page Engineering Consultants, P.C., which is attached hereto as *Schedule B* and made a part hereof (the "Maintenance Manual").

In addition, the Grantor and its successors and assigns, has the responsibility to construct, maintain and repair the Detention Basin Facility and Easement Area pursuant to the specifications set forth below. If there is any inconsistency between the terms of the *Maintenance Manual* and the terms herein, the *Maintenance Manual* shall govern.

A. MAINTENANCE PLAN AND LOG

The Grantor, including its successors and assigns, agree to abide by the terms of N.J.A.C. 7:8-5.8 *et seq.*, as may be amended from time-to-time, and any successor thereto; specifically, Grantor agrees to implement the maintenance standards outlined in the *Maintenance Manual*, to create a maintenance plan as for the Detention Basin Facility and Easement Area and to maintain a maintenance log in accordance therewith. The requirements for such maintenance plan and log are as follows:

1. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). Maintenance guidelines for stormwater management measures shall follow the guidelines in the New Jersey Stormwater Best Management Practices Manual, and any successor thereto, as promulgated by the New Jersey Department of Environmental Protection (the "NJDEP").
2. Grantor, and its successors and assigns, hereby agrees that if the person or persons responsible for the maintenance plan and log changes or is transferred (as may occur from time-to-time or with every succeeding transfer in title to the Property), the persons or persons assuming the responsibility for such maintenance plan and log shall agree in writing to assume such responsibility, and the maintenance plan shall be updated to include such written agreement and the name, address and phone number of the person or persons so assuming responsibility.
3. Preventative and corrective maintenance shall be performed to maintain the function of the Detention Basin Facility, including repairs or replacement to the structure; removal of sediment, debris or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of nonvegetative linings.

4. The person or persons responsible for maintenance identified under Sections A1 and A2 above shall maintain a detailed log of preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the Detention Basin Facility and Easement Area, including a record of all inspections and copies of all maintenance-related work orders.

5. The person or persons responsible for maintenance identified under Sections A1 and A2 above shall evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan as required.

6. The person or persons responsible for maintenance identified under Section A1 and A2 above shall retain and make available, upon request of the Township Engineer, the NJDEP, or by any public entity with administrative, health, environmental or safety authority over the site, the maintenance plan, log and related documentation required herein.

B. PREVENTATIVE MAINTENANCE

The Grantor, and its successors and assigns, shall undertake a preventative maintenance program, as more fully described below and in the Maintenance Manual, which shall include, but not be limited to, grass cutting and maintenance, vegetative cover maintenance, the removal and disposal of trash and debris, sediment removal and disposal, and the elimination of potential mosquito breeding habitat, so as to retain the effective utilization of the Detention Basin Facility for the collection of the stormwater drainage as designed.

1. *Grass Cutting*

A regularly scheduled program of mowing and trimming of grass during the growing season shall be tailored to the specific site condition and grass type. In general, grass shall not be allowed to grow to a height of greater than six (6) inches between cuttings, and shall be mowed approximately once every two (2) weeks, as necessary, but in no event less than twelve (12) times per year.

2. *Grass Maintenance*

Grassed areas shall be maintained by periodic fertilizing, de-thatching and soil conditioning in order to maintain healthy growth. Additionally, provisions shall be made to reseed and reestablish grass cover in areas damaged by sediment accumulation, stormwater flow, or other causes.

3. *Vegetative Cover Maintenance*

Vegetation shall be inspected once every two (2) weeks during the establishment period (first growing season) for health, density and diversity. Thereafter, trees, shrubs, and ground cover shall be maintained by periodic maintenance, including pruning, fertilizing and pest control in order to maintain healthy growth. Fertilizers and pesticides, if used, may not be such as will compromise the intent and purpose of the Detention Basin Facility. Vegetation deficiencies shall be addressed without the use of fertilizers and pesticides whenever possible.

4. *Removal and Disposal of Trash and Debris*

A regularly scheduled program of debris and trash removal from the entire Easement Area, specifically including but not limited to the Detention Basin Facility, shall be implemented to reduce the chance of outlet structures, trash racks and other components from becoming clogged and inoperable during storm events.

Additionally, removal of trash and debris will prevent possible damage to vegetated areas and eliminate potential mosquito breeding habitats. Disposal of debris and trash shall comply with all local, county, state, and federal waste-flow control regulations. Only suitable disposal and recycling sites shall be utilized. All sediment and debris shall be removed as soon as possible, or approximately once every two (2) weeks, as necessary; however, removal must occur a minimum of twelve (12) times per year.

5. *Sediment Removal and Disposal*

Accumulated sediment shall be removed before it threatens the operation or storage volume of the stormwater detention facility. Disposal of sediment shall comply with all local, county, state, and federal regulations. Only suitable disposal sites shall be utilized.

6. *Elimination of Potential Mosquito Breeding Habitats*

A mosquito control program shall be established to eliminate potential mosquito breeding habitats. Areas of ponding water (other than ponds intended permanently to remain), areas of debris and sediment accumulations, and areas of ground settlement provide ideal locations for mosquito breeding and shall be eliminated.

7. *Maintenance of Structural Components*

All concrete structures such as low-flow channels, outlet structures, head walls and flared end sections shall be kept in good working condition. Concrete structures that are cracked, chipped, eroded or deteriorated to a point that the structural integrity is compromised shall be repaired or replaced. Formal inspections shall be performed at least once every four (4) years by a Licensed Professional Engineer to detect signs of deterioration in materials, developing weakness of unsafe hydraulic or structural behavior. Items to be inspected include:

- a. Clogged structures or trash racks.
- b. Damage to structure and piping.
- c. Erosion or debris build-up in low flow channel, around outlet structure, or emergency spillway.
- d. Animal burrowing.
- e. Embankment erosion/damage.
- f. Unwanted growth on berm.

Maintenance of structural components by Grantor, and its successors and assigns, shall include at a minimum:

a. INFILTRATION BASIN & ABOVE-GROUND SAND FILTER:

All infiltration basin and above-ground sand filter components that receive and/or trap debris and sediment shall be inspected a minimum of four (4) times annually, and after each storm event that exceeds one (1) inch of rainfall. Accumulated sediment shall be removed when basin is thoroughly dry. Debris shall be removed

and disposed of in compliance with applicable regulations. Vegetative areas must be inspected annually for erosion, scour and unwanted growth and repaired immediately. All structural components shall be inspected annually for cracking, subsidence, spalling, erosion and deterioration and repaired as necessary. The bottom sand layer shall be inspected monthly and after each storm event of one (1") inch or greater. If stormwater fails to infiltrate the basin, corrective measures shall be taken within 72 hours. Annual tilling using light equipment to break up clogged surfaces may assist maintaining infiltration capacity of the basin.

b. DRYWELLS:

Drywells shall be inspected after each storm event that exceeds one (1") inch, and at least four times annually.

c. STRUCTURAL COMPONENTS:

All inlets, manholes, headwalls and outlet structures shall be inspected annually for cracking, subsidence, spalling, erosion and deterioration, repair as necessary. Any Stormceptor or Vortechs Chamber (or any equivalent) shall be inspected at four times annually. Maintenance shall be performed at least once per year, and in accordance with the manufacture's specifications. Maintenance shall include removal of accumulated sediment and debris. Disposal of material shall be in compliance with applicable regulations. Accumulated sediment and debris must be removed from inlets and dispose of material in compliance with applicable regulations.

Specific arrangements must be made to ensure continuous maintenance of stormwater outfall structures and grass swales in accordance with soil conservation practices to limit soil erosion and sediment discharge into adjacent wetlands and waterways. All maintenance activities shall be documented and recorded in the maintenance log. Whenever an inspection reveals need for repair(s) of any system component, said repair shall be accomplished within 30 days. All repairs shall likewise be recorded in the maintenance log.

8. Aesthetic Maintenance

Consistent with the provisions set forth above, the Grantor shall also remove graffiti and otherwise keep the premises groomed so as to retain an aesthetic appearance for all aspects of the Detention Basin Facility.

C. CORRECTIVE MAINTENANCE

The Grantor shall undertake a corrective maintenance program, which shall include necessary repairs to embankments and side slopes. This damage can be the result of rain or flood events, vandalism, animals, vehicles or neglect.

IV. RESTRICTIONS

1. The Grantor shall not make any changes within the Easement Area that will affect existing drainage, flood control, erosion control or soil conservation, including but not limited to rechannelization of ditches or other watercourses, without the prior written consent of the Grantee, except as necessary to construct, maintain and repair the

improvements shown on the Subdivision Plat to be located within the Easement Area and the Detention Basin Facility herein permitted (the "Improvements").

2. No topsoil, sand, gravel, loam, rock, minerals or other materials shall be excavated within or removed from the Easement Area, nor shall any fill be deposited, except as necessary for construction, maintenance and repair of the Improvements, unless the prior written consent of the Grantee is secured.

3. No solid or liquid materials which might pollute or otherwise adversely affect the flow or quality of the water in any pond or watercourse within or near the Easement Area shall be kept or stored by any person within the Easement Area or placed in or discharged into any pond or watercourse traversing or protected by the Easement Area.

4. The Grantor shall not deposit, or allow to be deposited, any trash, waste or any other materials within the Easement Area and shall not use the Easement Area for the storage of materials whatsoever.

5. No advertising signs, buildings or structures of any description shall be located or erected within the Easement Area, other than the Improvements, unless application therefore, with plans and specifications, have been filed with and approved by the Grantee and the Planning Board; however, improvements and structures existing on the date of this Agreement may be maintained and repaired unless shown and designated as "to be removed" on the Plan.

6. The Grantor shall not excavate, fill, grade, construct or make any alterations or plantings within the Easement Area which shall interfere with the natural flow or free passage of any watercourse or drainage facility without the prior written consent of the Grantee, except as necessary to construct, maintain and repair the Improvements.

7. No automobiles, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, mopeds or any other type of motorized vehicles shall be permitted on the Easement Area, except such vehicles as are necessary and specifically required to construct, maintain and repair the Improvements, and except as specifically permitted for Grantee to exercise its rights with regards to perfecting drainage or ascertaining compliance. No roads, drives or trails for motorized vehicles shall be constructed or maintained within the Easement Area except those as shown on the Subdivision Plat to be located within the Easement Area.

V. DEFAULT BY GRANTOR, ITS SUCCESSORS OR ASSIGNS

It is expressly acknowledged hereby that the Grantee shall not, either presently or in the future, have any obligation whatsoever to maintain the Detention Basin Facility, any pavement, grass, or other improvements located on the Property or within the Easement Area. The Grantee shall not, either presently or in the future, have any obligation whatsoever to clean debris or garbage in or about the Easement Area.

All maintenance of the Easement Area shall be and shall remain the primary obligation of Grantor, it being intended that this Easement shall run with the land and be binding upon all successors and assigns of Grantor.

A. Grantee shall have the right, but not the duty, to enter upon the Easement Area with vehicles and equipment, at any time and without prior notice to the Grantor, in order to exercise its rights with respect to this Easement, and for the purpose of ascertaining compliance with the terms of this Easement.

B. It is understood by the parties hereto that in the event the Grantor, or its successors and/or assigns, does not accomplish the maintenance obligations set forth above, and in accordance with the reasonable standards fixed by the Township Engineer of Grantee or any applicable ordinance, then the Grantee, its agents, representatives, employees or any person or entity designated by it, or the County of Somerset, shall also have the right, but not the duty, of entry and re-entry in and upon the Easement Area for the purpose of installing, constructing, and maintaining the Detention Basin Facility or related drainage areas, diversion structures or underground drainage systems, including but not limited to, the drainage system's grates, clean-outs, scour holes, piping and stone fill, and related improvements as may be required by the Grantee, the County of Somerset or the State of New Jersey or any agency or authority thereof.

C. In the event Grantee installs or repairs any portion of the Detention Basin Facility or the Easement Area, Grantee shall restore the surface area over the Easement Area, to the extent practicable, to its original condition after entry in and upon the Easement Area for the purposes herein permitted, however, no shrubs, trees or other plantings are required to be replaced by the Grantee. Upon completion of any work by Grantee, Grantee shall remove, or shall cause to be removed, all materials, tools, equipment, building supplies and debris from the easement and surrounding area.

D. In the event that Grantor fails to properly maintain, inspect, repair or replace any portion of the Easement Area, the Detention Basin Facility or any improvements therein, and continues to fail or refuse to do so after written notice from the Grantee, the Grantee or the County of Somerset, in a coordinated effort, shall have the right, but not the duty, seven days after delivery of such notice, to enter upon the Easement Area to perform any and all work determined by the Grantee in its sole discretion to be necessary to protect the public health, safety, and welfare; and the costs thereof, including reasonable attorneys fees, shall be paid by Grantor, or its successors and assigns, within thirty days after submission of a statement thereof, and if not paid such amounts shall become a municipal lien upon the Property after certification to the taxing authority as hereinafter set forth.

E. It is understood by the parties hereto that in the event that the Grantor, or its successors or assigns, does not accomplish the maintenance obligations set forth above in accordance with the reasonable standards fixed by the Township Engineer of Grantee and any applicable ordinance and the Grantee or the County of Somerset is required to complete such maintenance or the Grantee or the County of Somerset is required to repair or reconstruct the Detention Basin Facility and related structures located on the Property, then, in those cases, the Grantor, or its successors or assigns, will be responsible for the reasonable monies expended by the Grantee or the County of Somerset to complete such repairs or reconstruction or do the required maintenance. Said sums, after confirmation thereof by the Mayor and Township Committee of Grantee, after notice to the Grantor, shall be certified to the Tax Collector of Grantee as due and owing, whereby the amount

so certified shall become and be a lien on the Property, which shall bear interest and be enforceable and collectible in the same manner as assessments and liens for local taxes, if not paid within ten days of their levy.

VI. PERMIT APPLICATIONS

In the event that the Grantee requires local, county or state permits for the performance of maintenance, repairs, reconstruction or replacement to the Detention Basin Facility, outlet structure, diversion structure, piping, headwall or associated improvements, and the Grantor, or its successors and assigns, fails to sign the necessary applications within seven days, the Township Engineer shall be designated to sign the application on behalf of the owners of the Property.

VII. EMERGENCY MAINTENANCE AND REPAIRS

Notwithstanding any other term or condition of the within the Easement, in the event an emergency situation arises, the Grantee, and its agents, employees and representatives, or the County of Somerset, may immediately enter the Easement Area to perform or cause to be performed such emergency maintenance or repairs that the Grantee, in its sole discretion or judgment, deems necessary.

This Easement grant and all provisions herein are subordinate to right of the Grantor, expressly reserved, to construct, maintain, and repair, (and to clear, grade, excavate and fill in order to construct), on and within the Easement Area the Detention Basin Facility and all improvements specifically shown on the Site Plan to be located within the Easement Area.

The Grantee, its representatives, employees and agents, are permitted to enter the Easement Area for the purpose of ascertaining compliance with the terms of this Easement. Nothing contained herein shall require the Grantee to construct or maintain the Detention Basin Facility or the Easement Area.

Grantor hereby agrees to indemnify, defend, and hold Grantee harmless from and against any loss, damage, lien, encumbrances, suit, claim, or expense (including, without limitation, reasonable attorneys fees) caused by or arising from any damage or injury to property or persons arising from or in connection with any of the rights herein granted; provided however, that notwithstanding anything to the contrary herein, Grantor shall not be obligated to indemnify, defend and/or hold Grantee harmless with respect to any claim proximately related to the alleged negligence and/or intentional misconduct of the Township or its agents, representatives or employees.

The Grantor covenants that it is lawfully seized of the Property and Easement Area and that it has the right to restrict and grant access to the same. The Parties hereto each warrant and represent to each other, knowing and intending that the respective Parties are relying thereon in

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executing this Easement, that they each have the power and authority to enter into this Easement, to grant and receive the Easement contemplated herein, and to perform their respective obligations hereunder.

It is agreed by and between the Grantor and Grantee that mere lack of use or interruption of use of the Easement by the Grantee for an indefinite time shall not be construed as an abandonment or other extinguishment of the Easement except as may be subsequently agreed in a separate Easement extinguishment agreement which may be entered into between the Grantor (or its successors and assigns) and the Grantee (or its successors and assigns).

It is understood and agreed that this Easement Agreement confers upon the Grantee no rights of title or use of the Easement Area and nothing herein shall be construed to permit public access to or use of the Easement Area nor require the Grantee to maintain the Easement Area. Nothing herein shall be construed to limit the Grantor's right of access to and use of the Easement Area except as herein provided.

Grantor may convey, mortgage, lease or otherwise transfer title or interest in the Property subject to this Easement provided, however, that the covenants and conditions herein remain superior to such conveyance, mortgage, lease, or transfer it being the intention of the parties that this Agreement and its terms and conditions shall become a part of the chain of title and shall run with the land.

This Easement shall be read in conjunction with:

1. Any other easements shown on the Site Plan and the Map; and
2. Any other easements on the Property entered into by the parties hereto.

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. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively. In all references herein to any party, 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.

This easement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

In the event of any violation of the covenants and conditions contained in this Easement, Grantor, Grantee, or their respective designees, shall be entitled to exercise all remedies provided at law or in equity, and the prevailing party shall be entitled to recover, in any action to enforce the terms hereof, reasonable attorney's fees.

The provisions of this Agreement may not be amended, modified or terminated without the express written consent of the Township of Bernards, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing, signed by the appropriate municipal officials and recorded with the appropriate county recording officer.

IN WITNESS WHEREOF, the parties hereto have caused this document to be signed by their proper corporate officers and their corporate seal to be set hereto.

ATTEST:

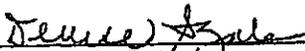

Name: Mark Mazzeola
Title: CFO

Dated: March 27, 2016

GRANTOR:
FELLOWSHIP SENIOR LIVING, INC.


Name: Brian B. Lawrence
Title: President & CEO

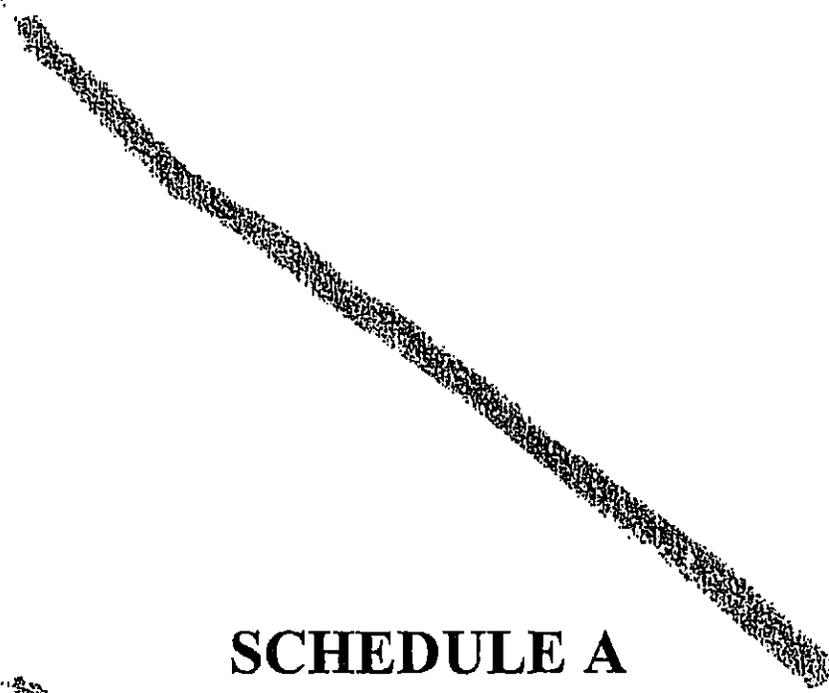
ATTEST:


Name: Denise Szabo
Title: Township Clerk

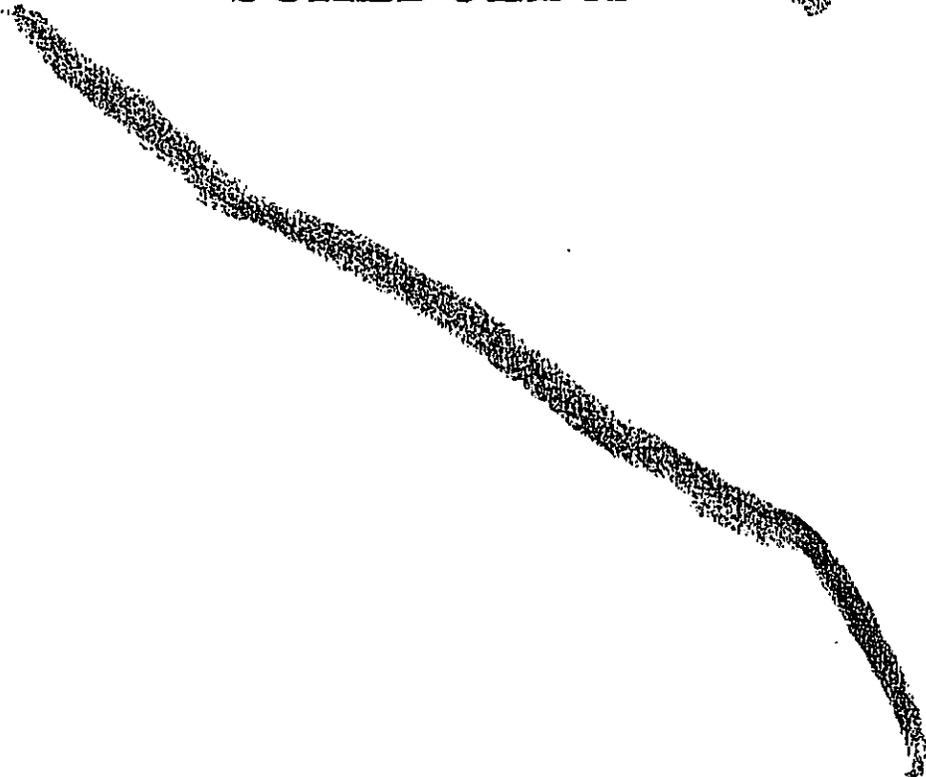
Dated: 5/9/17, 2017

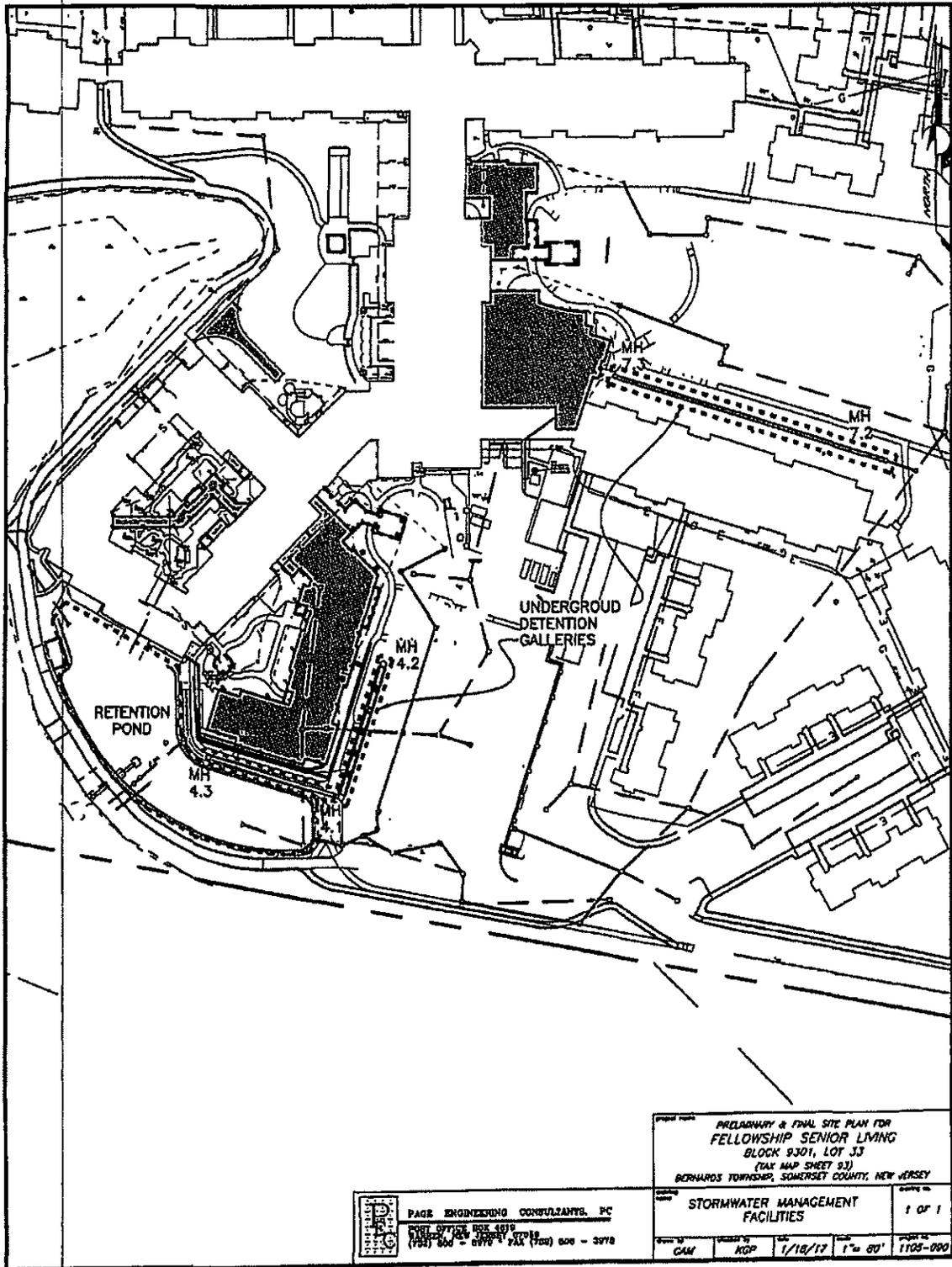
GRANTEE:
TOWNSHIP OF BERNARDS

By: 
Name: Carolyn Gaziano
Title: Mayor



SCHEDULE A





PRELIMINARY & FINAL SITE PLAN FOR
 FELLOWSHIP SENIOR LIVING
 BLOCK 9301, LOT 33
 (TAX MAP SHEET 53)
 BERNARDS TOWNSHIP, SOMERSET COUNTY, NEW JERSEY

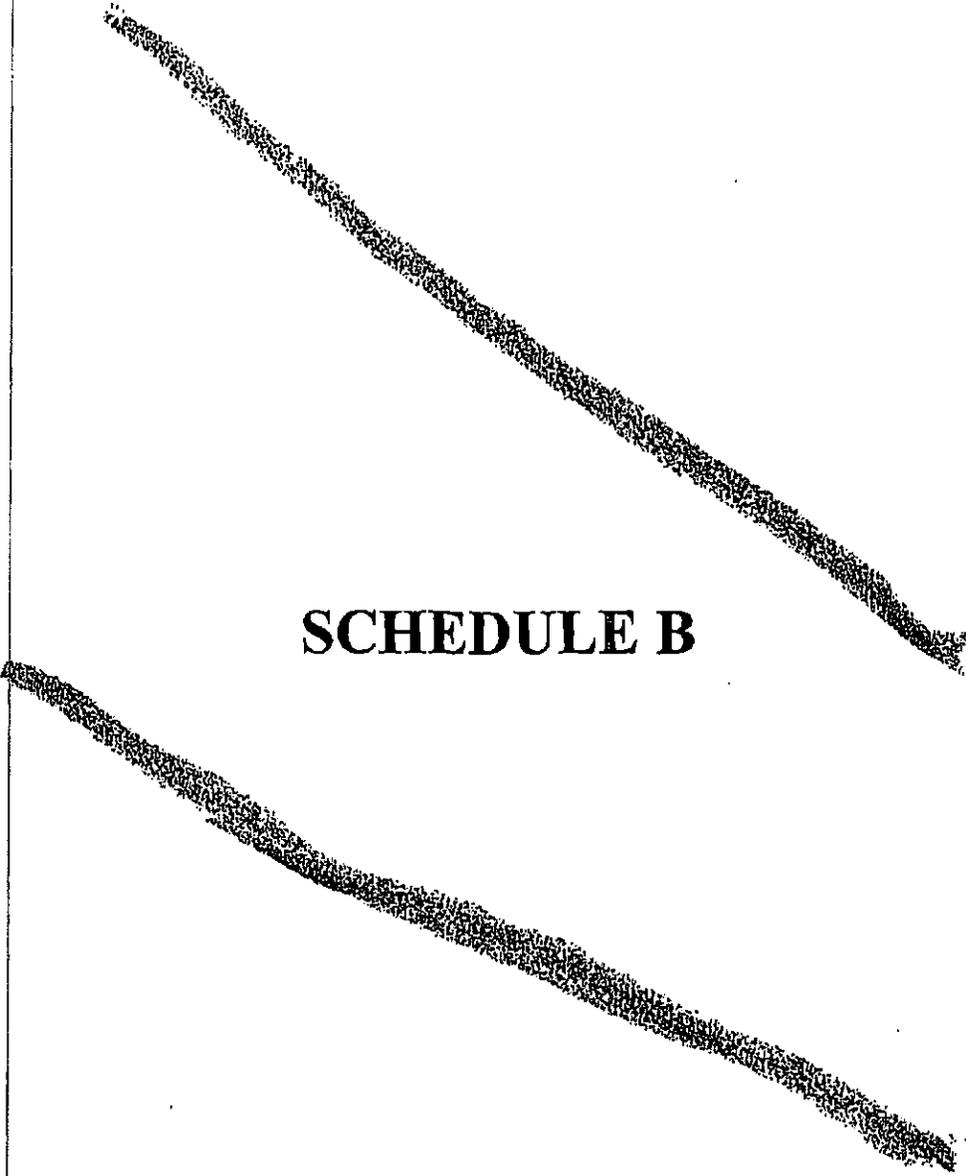
STORMWATER MANAGEMENT FACILITIES

SHEET NO. 1 OF 1

DATE: 1/18/17
 SCALE: 1" = 60'
 PROJECT NO: 1105-090

PAGE ENGINEERING CONSULTANTS, PC
 1000 WEST OFFICE BLDG 4010
 1000 WEST OFFICE BLDG 4010
 (732) 600-6970 FAX (732) 600-3978

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SCHEDULE B

STORMWATER FACILITIES MAINTENANCE MANUAL

FOR PROPOSED

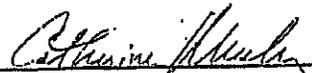
**BUILDING EXPANSIONS
FELLOWSHIP SENIOR LIVING
BLOCK 9301, LOT 33**

**BERNARDS TOWNSHIP
SOMERSET COUNTY, NEW JERSEY**

Prepared By:

**Page Engineering Consultants, PC
PO Box 4619
5 Powder Horn Drive, Unit #4
Warren, New Jersey 07059**

**Revised February 2017
Revised May 2014
October 2013
Project #1105-090**



Catherine A. Mueller, P.E. #GE44252

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Stormwater Management Facilities Maintenance Program
Block 9301, Lot 33
Bernards Township, Somerset County

*Facilities to be maintained by
Fellowship Senior Living, Inc.
8000 Fellowship Road, Basking Ridge, NJ 07920
908-580-3860
Or by subsequent property owner*

**MAINTENANCE TASKS-UNDERGROUND
DETENTION BASIN**

The Maintenance and Repair Program shall include the following obligations, so as to retain the effective utilization of the detention facility for the collection of the stormwater drainage as designed, the property owner shall:

- (a) **Removal and Disposal of Trash and Debris:** A regularly scheduled program of debris and trash removal will reduce the chance of outlet structures, trash racks and other components from becoming clogged and inoperable during storm events. Additionally, removal of trash and debris will prevent possible damage to vegetated areas and eliminate potential mosquito breeding habitats. Disposal of debris and trash must comply with all local, county, state, and federal waste-flow control regulations. Only suitable disposal and recycling sites should be utilized. (Once every four (4) months minimum and after every storm exceeding 1" of rainfall).
- (b) **Sediment Removal and Disposal:** Accumulated sediment should be removed before it threatens the operation or storage volume of the stormwater detention facility. Disposal of Sediment must comply with all local, county, state and federal regulations. Only

suitable disposal sites should be utilized. (Once per year minimum, this removal may be performed by a vacuum truck on an annual basis).

- (c) Elimination of Potential Mosquito Breeding Habitats: A mosquito control program shall be implemented to eliminate potential mosquito breeding habitats. Areas of ponded water, areas of debris and sediment accumulations, and areas of ground settlement provide ideal locations for mosquito breeding and shall be eliminated. (Once per year minimum)
- (d) The property owner will perform any repairs necessary to maintain the integrity and operation of the underground storm water detention gallery. These repairs will be to any inlets and structures that are part of the storm water system. Such repairs will be carried out in accordance with the regulations of the Township covering the storm water detention system.

Required Equipment (other than standard maintenance equipment):

- Vacuum Truck

COST ESTIMATE OF MAINTENANCE TASKS

To be prepared by owner and contractor at time of construction.

REGULATION COMPLIANCE

Maintenance and corrective measures to be in accordance with applicable OSIA regulations to protect the safety of the inspection and maintenance personnel.

MAINTENANCE LOG

Person responsible for maintaining the detention basin will keep a detailed Maintenance Log of all preventative and corrective maintenance performed, including all maintenance-related work orders and the log shall be made available to Municipal employees upon request.

Stormwater Management Basin Maintenance Log

Task:	1	2	3	4
January	Date Completed:			Date Completed (If Required):
February				Date Completed (If Required):
March		Date Completed:		Date Completed (If Required):
April	Date Completed:		Date Completed:	Date Completed (If Required):
May				Date Completed (If Required):
June				Date Completed (If Required):
July	Date Completed:			Date Completed (If Required):
August				Date Completed (If Required):
September				Date Completed (If Required):
October	Date Completed:			Date Completed (If Required):
November				Date Completed (If Required):
December				Date Completed (If Required):

Responsible party to log dates when each individual task was completed and provide the completed log to the Municipality by April 1 of each year.

3734

MAINTENANCE TASKS – RETENTION POND

1. Detention basin should be inspected monthly and after every large storm event. Thereafter, inspections should be made of all system components expected to receive and/or trap debris and sediment for clogging and excessive debris and sediment accumulation. These inspections should be made at least four (4) times per year and immediately after any rainfall in excess of one inch (1") in 24-hour period.
2. Remove accumulated sediment and debris at least twice per year. Removal shall occur when the basin is at its average water surface elevation of 228.5+/- . Dispose of collected debris and sediment at suitable disposal/recycling sites in compliance with all applicable local, state and federal waste disposal regulations.
3. Any newly seeded areas should be inspected biweekly during first growing season. All bare spots should be reseeded with the appropriate mix in the following spring or fall planting season.
4. Once established, inspect vegetation for bare spots, health, diversity, erosion and unwanted growth at least quarterly each year. Bare spots should be reseeded and/or stabilized with appropriate materials. Vegetative cover should be maintained at 85%. If coverage is less than 50%, reseed area to original specifications, Mow lawn areas (if any) at least once per month during growing season. Mow vegetated areas twice per year.
5. Unwanted plant material (woody species and undesirable, invasive species) shall be removed manually with as little disturbance of the soil as possible. Where appropriate, careful application of an approved herbicide may be used.
6. Vegetation surrounding the basin should be maintained to allow reasonable access to the basin and its components for inspection and repair. Inspect and repair quarterly.
7. Any structural components, including retaining wall, outlet structure and flared end section, should be inspected at least annually for cracks subsidence, spalling, erosion and deterioration.
8. Perimeter fence shall be inspected monthly and repaired as necessary to prevent unauthorized access to the pond.

SCHEDULE OF BASIN MAINTENANCE TASKS AND INSPECTIONS

January

Inspect basin and components for accumulation of sediment, trash and debris. Remove as necessary. Task No. 1, 2

Inspect and maintain vegetation to allow for access to basin. Task No. 6.

Inspect perimeter fence. Task No. 8

February

Inspect perimeter fence. Task No. 8

March

Inspect vegetation cover for bare spots. Reseed as necessary. Task No. 4

Inspect all structural components for cracking, spalling, subsidence, erosion and deterioration. Task No. 7

Inspect perimeter fence. Task No. 8

April

Inspect basin and components for accumulations of sediment, trash and debris. Task No. 1

Remove unwanted plant material. Task No. 5

Inspect and maintain vegetation to allow for access to basin. Task No. 6.

Inspect perimeter fence. Task No. 8

May

Mow lawns (if any). Determine performance level.

Inspect perimeter fence. Task No. 8

June

Mow lawns (if any). Inspect vegetation cover for bare spots. Reseed as necessary. Task No. 4

Remove unwanted plant material. Task No. 5

Inspect perimeter fence. Task No. 8

July

Inspect basin and components for accumulation of sediment, trash and debris. Remove as necessary. Task No. 1, 2

Mow lawns and/or meadows.

Trim vegetation around basin to allow access for inspection. Inspect and maintain vegetation to allow for access to basin, Task No. 6.

Inspect perimeter fence. Task No. 8

August

Mow lawns (if any).

Inspect perimeter fence. Task No. 8

September

Mow lawns (if any). Inspect vegetation cover for bare spots. Reseed as necessary. Task No. 4

Remove unwanted plant material. Task No. 5

Inspect perimeter fence. Task No. 8

October

Inspect basin and components for accumulation of sediment, trash and debris. Task No. 1

Inspect and maintain vegetation to allow for access to basin. Task No. 6.

Inspect perimeter fence. Task No. 8

November

Inspect vegetation cover for bare spots. Reseed as necessary. Task No. 4

Inspect structural components. Task No. 7

Inspect perimeter fence. Task No. 8

December

Mow lawns and/or meadows early in month.

Inspect perimeter fence. Task No. 8

REQUIRED EQUIPMENT (other than standard maintenance equipment):
- Boat to access outlet structure

3737

COST ESTIMATE OF MAINTENANCE TASKS

To be prepared by owner and contractor at time of construction.

MAINTENANCE LOG

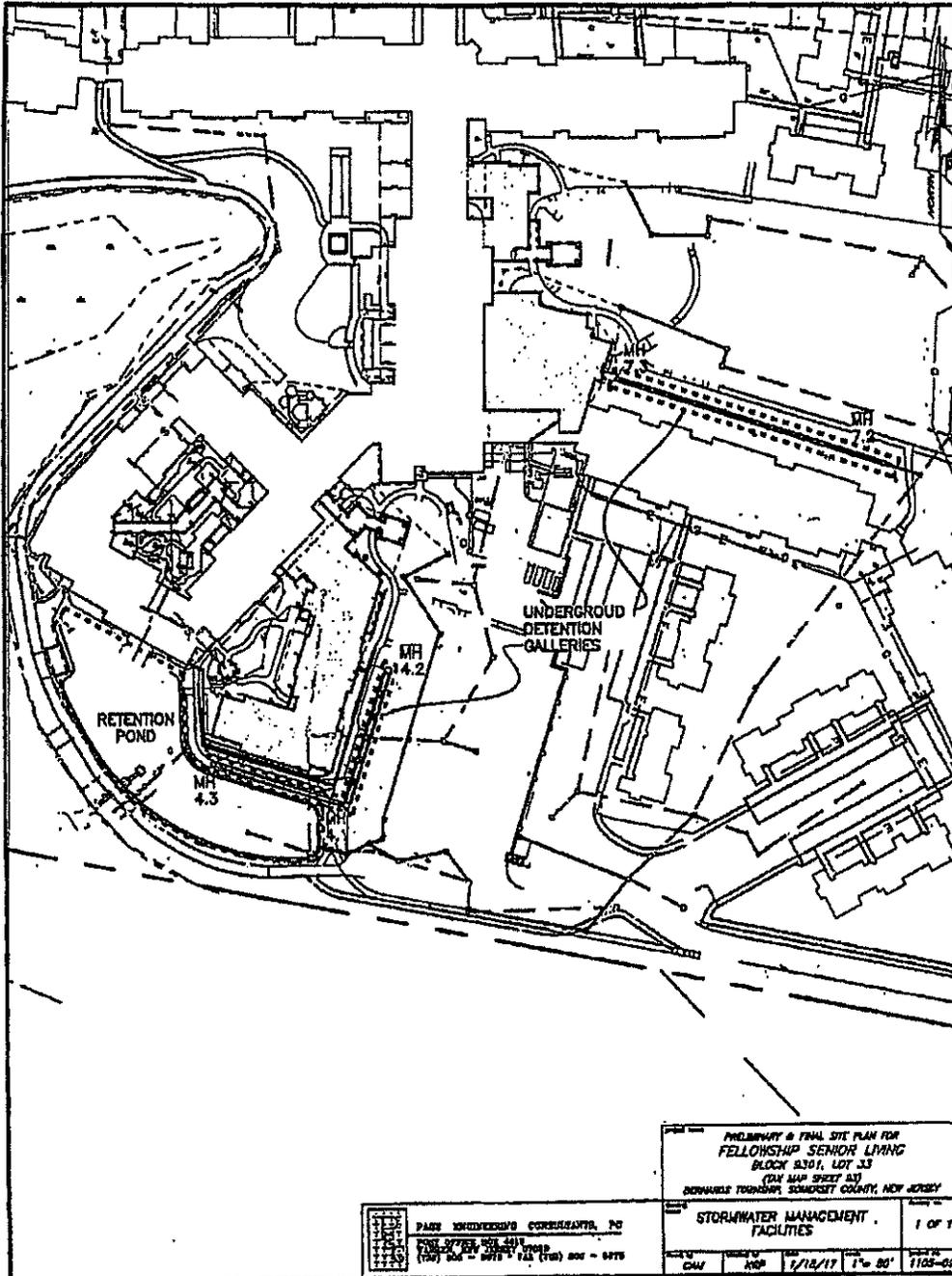
Person responsible for maintaining the detention basin will keep a detailed Maintenance Log of all preventative and corrective maintenance performed, including all maintenance-related work orders. The log shall be submitted to the Bernards Township Engineering Depart by April 1 of every year

Stormwater Management Basin Maintenance Log

Task:	1	2	3	4	5	6	7	8	Mow Lawn
January	Date Completed:	Date Completed:				Date Completed:		Date Completed:	
February								Date Completed:	
March				Date Completed:			Date Completed:	Date Completed:	
April	Date Completed:				Date Completed:	Date Completed:		Date Completed:	
May								Date Completed:	Date Completed:
June				Date Completed:	Date Completed:			Date Completed:	Date Completed:
July	Date Completed:	Date Completed:				Date Completed:		Date Completed:	Date Completed:
August								Date Completed:	Date Completed:
September				Date Completed:	Date Completed:			Date Completed:	Date Completed:
October	Date Completed:					Date Completed:		Date Completed:	
November				Date Completed:			Date Completed:	Date Completed:	
December	None Required								

Responsible party to log dates when each individual task was completed and provide the completed log to the Township by April 1 of each year.

3759



PRELIMINARY & FINAL SITE PLAN FOR
 FELLOWSHIP SENIOR LIVING
 BLOCK 8301, LOT 33
 (TAX MAP SHEET 83)
 BERNARDS TOWNSHIP, SOMERSET COUNTY, NEW JERSEY

PAUL ENGINEERING & CONSULTANTS, PC
 200 N. 7TH STREET, SUITE 400
 FORT LEE, NJ 07024
 (201) 261-8078 FAX (201) 261-8079

STORMWATER MANAGEMENT FACILITIES 1 OF 1
 DATE: 1/18/17 SCALE: 1" = 80' PROJECT NO: 1125-090

3760

STATE OF NEW JERSEY)
COUNTY OF Somerset) SS:

I CERTIFY that on March 27, 2017, Mark Mazzella (name of attesting witness) personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the CFO (title of attesting witness) of FELLOWSHIP SENIOR LIVING, INC., a corporation of the State of New Jersey named in the attached document;
- (b) this person is the attesting witness to the signing of this document by Brian G. Lawrence, the President + CEO of the corporation;
- (c) this document was signed and delivered on behalf of the corporation as a voluntary act, duly authorized by the operating agreement or a resolution of the corporation; and
- (d) this person signed this proof to attest to the truth of these facts;

Mark Mazzella
Name: Mark Mazzella
Title: CFO (attesting witness)

Signed and sworn to before me on
this 27 day of March, 2017.

Margaret M. Klein
Name:
Title:

MARGARET M. KLEIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 25, 2017

STATE OF NEW JERSEY)
) SS:
COUNTY OF SOMERSET)

I CERTIFY that on 5/9/17, 2017, Denise Szabo personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the **TOWNSHIP OF BERNARDS**, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is Carolyn Gaziano, the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Denise Szabo
Denise Szabo, Township Clerk

Signed and sworn to before me on
5/9/17, 2017.

Rhonda Bell Pisano
Name: Rhonda Bell Pisano
Title: Notary

RHONDA BELL PISANO
NOTARY PUBLIC OF NEW JERSEY
ID NO. 2413040
My Commission Expires Sept. 30, 2021



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 08/05/2017 09:57:30 AM
Book: OPR 6963 Page: 3713-3743
Instrument No.: 2017021718
TWP EASEMENT 31 PGS \$11.00

Recorder: DELUCIA

DO NOT DISCARD



2017021718

3743

Record and Return to:
Rhonda Pisano, Clerk
Bernards Township
One Collyer Lane
Basking Ridge, New Jersey 07920

Prepared by:

John. P. Belardo, Esq.
Bernards Township Attorney

**DETENTION BASIN, DRAINAGE
& ACCESS EASEMENT**
[Lot 33 in Block 9301]

THIS EASEMENT is made on the 7th day of June, 2022, between:

FELLOWSHIP VILLAGE INC., formerly FELLOWSHIP SENIOR LIVING, INC.,
a corporation of the State of New Jersey, with an address at 8000 Fellowship Road, Basking Ridge,
New Jersey 07920, hereinafter called the “Grantor,” and

THE TOWNSHIP OF BERNARDS, a Municipal Corporation of the County of
Somerset, State of New Jersey, having its principal offices at One Collyer Lane, Basking Ridge,
New Jersey 07920, hereinafter called the “Grantee”.

WITNESSETH

WHEREAS, Grantor is the fee simple title owner, on or before the date of recordation hereof, of that certain tract of land lying and being in the Township of Bernards, County of Somerset, and State of New Jersey, which tract of land is identified as **Lot 33 in Block 9301** on the Tax Map of the Township of Bernards, commonly known as 8000 Fellowship Road (the “Property”); and

WHEREAS, Grantor, received preliminary and final site plan approval, with variance and waiver relief from the Bernards Township Planning Board (“Board”), with a Memorializing Resolution of Approval adopted on June 8, 2021, Application No. PB20-005 (the “Approval”); and

WHEREAS, the Approval authorizes the expansion of Fellowship Village, including the construction of a new fitness center and salon, a 180 square foot addition, and interior renovations to the men’s and women’s changing/bathrooms; and

WHEREAS, the Approval also authorizes various outdoor improvements, such as the (i) creation of approximately ¼ miles of walkways within the conservation easement and wetlands area of the Property; (ii) construction of semi-enclosed observation decks along the trail to serve as bird blinds and sitting areas and a dog park; (iii) construction of pickleball, bocce ball, and shuffleboard courts; (iv) improvements within “Spruce Grove,” including the addition of sitting areas; and (v) construction of an outdoor deck at the edge of the Ephesus Pond; and

WHEREAS, in conjunction with the Approval, the Grantor proposes to construct a bioretention basin in the outdoor recreation area and a subsurface basin near the fitness center, as such stormwater facilities are depicted on the Preliminary and Final Site Plan, Stormwater

Management Facilities, Exhibit A, prepared by Marathon Engineering and Environmental Services, dated May 12, 2022, and annexed hereto as **Exhibit A** (“Stormwater Facilities”); and

WHEREAS, as required by the Approval, Grantor desires to grant to Grantee an easement over the Stormwater Facilities shown outlined in red dashed lines in Exhibit A (Easement Area”), subject to the terms and restrictions herein.

NOW, THEREFORE, Grantor in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and dedicate unto Grantee, its successors and assigns, forever, a non-public perpetual detention basin, drainage and access easement for the Easement Area on the Property for the purposes of providing proper drainage, controlling stormwater runoff and any other related municipal purpose related to stormwater. The following terms, conditions and restrictions shall apply within the Easement Area:

I. STORMWATER MANAGEMENT - DETENTION AND RETENTION BASIN FACILITIES AND PONDS

A continuous and perpetual right-of-way and easement through, over, upon, under, in, across and along the Easement Area is hereby established for Stormwater Facilities as shown in Exhibit A, including any pipes, swales, headwalls, drywells, outlet structures, diversion structures, inlets, manholes, ditches, basins, channels, streams, french drains, ponds, streams, water courses, or other *drainage facilities* of any kind, together with any and all necessary surface and subsurface appurtenances associated with the Stormwater Facilities within the Easement Area.

II. OWNERSHIP & RESPONSIBILITY

Grantor hereby agrees to accept full responsibility for the proper planning, design and construction of the Stormwater Facilities; and thereafter, full responsibility for the continued operation, maintenance, repair, reconstruction and replacement of the Stormwater Facilities and Easement Area shall remain with the Grantor and its successors and assigns.

The Stormwater Facilities and all related improvements thereto shall be maintained, repaired, reconstructed or replaced as stated in this Agreement and the Stormwater Management Facilities Maintenance Manual, dated November 23, 2020, and last revised January 25, 2022, attached as **Exhibit B** (“Maintenance Manual”). The financial responsibility for *any and all maintenance*, repair, reconstruction or replacement to the Stormwater Facilities and related structures shall be borne by the Grantor and its successors and assigns, and shall be chargeable to the owner of the Property. The Grantee shall retain no financial responsibility whatsoever.

The Grantor, and its successors and assigns, shall have the perpetual obligation to:

- (a) reconstruct, operate, maintain, inspect, protect and repair the Stormwater Facilities within the Easement Area;
- (b) do within the Easement Area all that may be necessary for the reconstruction, replacement, extension, improvement, betterment, maintenance, inspection, protection, operation and use of the Stormwater Facilities and related structures

within the Easement Area in accordance with the Maintenance Manual, including all reasonable incidental rights and obligations to protect and preserve installed pipes and appurtenances such as the right to subjacent lateral support;

- (c) reasonably limit loads traversing or bearing upon the surface of the right-of-way to protect the installed pipes and appurtenances from stress or damage due to weight, shock, vibration or other similar phenomena;
- (d) construct and maintain requisite surface and subsurface appurtenances and to take any reasonable action that may be necessary to protect installed drainage detention or retention facility pipes from infiltration;
- (e) use the Easement Area only for the purposes aforesaid, and remove all buildings, structures and obstructions of whatsoever kind or character now or hereafter found on or within the Easement Area not permitted in the Approvals or associated approved site plans to be located within the Easement Area;
- (f) maintain the perpetual right of free and unobstructed access to the Easement Area, with all manner of men, machinery, supplies, materials and equipment necessary for the accomplishment of any and all of the foregoing purposes and any other purpose required to accomplish those purposes within the Easement Area.

III. OPERATION & MAINTENANCE STANDARDS

The Grantor, and its successors and assigns, has the responsibility to construct, and thereafter to maintain, repair and reconstruct the Stormwater Facilities and the Easement Area pursuant to the specifications set forth in the Maintenance Manual in Exhibit B.

In addition, the Grantor and its successors and assigns, has the responsibility to construct, maintain and repair the Stormwater Facilities and Easement Area pursuant to the specifications set forth below. If there is any inconsistency between the terms of the Maintenance Manual and the terms herein, the Maintenance Manual shall govern.

A. MAINTENANCE PLAN AND LOG

The Grantor, including its successors and assigns, agree to abide by the terms of N.J.A.C. 7:8-5.8 *et seq.*, as may be amended from time-to-time, and any successor thereto; specifically, Grantor agrees to implement the maintenance standards outlined in the Maintenance Manual, to create a maintenance plan as for the Stormwater Facilities and Easement Area and to maintain a maintenance log in accordance with Section III.D therewith.

1. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). Maintenance guidelines for stormwater management measures shall follow the guidelines in the New Jersey Stormwater Best Management Practices Manual, and

any successor thereto, as promulgated by the New Jersey Department of Environmental Protection (the "NJDEP").

2. Grantor, and its successors and assigns, hereby agrees that if the person or persons responsible for the maintenance plan and log changes or is transferred (as may occur from time-to-time or with every succeeding transfer in title to the Property), the persons or persons assuming the responsibility for such maintenance plan and log shall agree in writing to assume such responsibility, and the maintenance plan shall be updated to include such written agreement and the name, address and phone number of the person or persons so assuming responsibility.
3. Preventative and corrective maintenance shall be performed to maintain the function of the Stormwater Facilities including repairs or replacement to the structure; removal of sediment, debris or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of nonvegetative linings.
4. The person or persons responsible for maintenance identified under Sections A1 and A2 above shall maintain a detailed log of preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the Stormwater Facilities and Easement Area, including a record of all inspections and copies of all maintenance-related work orders.
5. The person or persons responsible for maintenance identified under Sections A1 and A2 above shall evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan as required.
6. The person or persons responsible for maintenance identified under Section A1 and A2 above shall retain and make available, upon request of the Township Engineer, the NJDEP, or by any public entity with administrative, health, environmental or safety authority over the site, the maintenance plan, log and related documentation required herein.

B. PREVENTATIVE MAINTENANCE

The Grantor, and its successors and assigns, shall undertake a preventative maintenance program, as more fully described in Section III.A of the Maintenance Manual, which shall include, but not be limited to, grass cutting and maintenance, vegetative cover maintenance, the removal and disposal of trash and debris, sediment removal and disposal, the elimination of potential mosquito breeding habitat, and the maintenance of piping so as to retain the effective utilization of the Stormwater Facilities for the collection of the stormwater drainage as designed.

C. CORRECTIVE MAINTENANCE

The Grantor shall undertake a corrective maintenance program as set forth in Section III.B of the Maintenance Manual, which shall include removal of debris and sediment, structural repairs, necessary repairs to embankments and side slopes, dewatering, extermination of mosquitos, erosion repair, elimination of trees, brush, roots, and animal borrows, and snow and ice removal.

IV. RESTRICTIONS

1. The Grantor shall not make any changes within the Easement Area that will affect drainage, flood control, erosion control or soil conservation, including but not limited to rechannelization of ditches or other watercourses, without the prior written consent of the Grantee, except as necessary to construct, maintain and repair the improvements approved in the Approval to be located within the Easement Area and the Stormwater Facility herein permitted (the "Improvements").
2. No topsoil, sand, gravel, loam, rock, minerals or other materials shall be excavated within or removed from the Easement Area, nor shall any fill be deposited, except as necessary for construction, maintenance and repair of the Stormwater Facilities, unless the prior written consent of the Grantee is secured.
3. No solid or liquid materials which might pollute or otherwise adversely affect the flow or quality of the water in any pond or watercourse within or near the Easement Area shall be kept or stored by any person within the Easement Area or placed in or discharged into any pond or watercourse traversing or protected by the Easement Area.
4. The Grantor shall not deposit, or allow to be deposited, any trash, waste or any other materials within the Easement Area and shall not use the Easement Area for the storage of materials whatsoever.
5. No advertising signs, buildings or structures of any description shall be located or erected within the Easement Area, other than the Stormwater Facilities and any improvements approved in the Approval, unless application therefore, with plans and specifications, have been filed with and approved by the Grantee and the Planning Board; however, improvements and structures existing on the date of this Agreement may be maintained and repaired unless shown and designated as "to be removed" in Exhibit A.
6. The Grantor shall not excavate, fill, grade, construct or make any alterations or plantings within the Easement Area which shall interfere with the natural flow or free passage of any watercourse or drainage facility without the prior written consent of the Grantee, except as necessary to construct, maintain and repair the Stormwater Facilities or unless approved as part of the Approval.
7. Automobiles, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, mopeds or any other type of motorized vehicles (except for motorized wheelchairs, golf carts, and similar devices) shall be prohibited within the Easement Area, except where such vehicles are necessary and specifically required to construct, maintain and repair the Stormwater Facilities and adjacent buildings, landscaping, and facilities, and except as where specifically permitted for Grantee to exercise its rights with regards to perfecting drainage or ascertaining compliance. No roads, drives or trails for motorized vehicles shall be constructed or maintained within the Easement Area except for the walkway approved for installation above the

underground detention basin and except those approved in the Approvals to be located within the Easement Area.

8. Nothing shall prohibit pedestrian activity within the Easement Area or the placement of chairs, benches, planters, or other movable furniture or similar materials.

V. DEFAULT BY GRANTOR, ITS SUCCESSORS OR ASSIGNS

It is expressly acknowledged hereby that the Grantee shall not, either presently or in the future, have any obligation whatsoever to maintain the Stormwater Facilities, any pavement, grass, or other improvements located on the Property or within the Easement Area. The Grantee shall not, either presently or in the future, have any obligation whatsoever to clean debris or garbage in or about the Easement Area.

All maintenance of the Easement Area shall be and shall remain the primary obligation of Grantor, it being intended that this Easement shall run with the land and be binding upon all successors and assigns of Grantor.

A. Grantee shall have the right, but not the duty, to enter upon the Easement Area with vehicles and equipment, at any time and without prior notice to the Grantor, in order to exercise its rights with respect to this Easement, and for the purpose of ascertaining compliance with the terms of this Easement.

B. It is understood by the parties hereto that in the event the Grantor, or its successors and/or assigns, does not accomplish the maintenance obligations set forth above, and in accordance with the reasonable standards fixed by the Township Engineer of Grantee or any applicable ordinance, then the Grantee, its agents, representatives, employees or any person or entity designated by it, or the County of Somerset, shall also have the right, but not the duty, of entry and re-entry in and upon the Easement Area for the purpose of installing, constructing, and maintaining the Stormwater Facilities or related drainage areas, diversion structures or underground drainage systems, including but not limited to, the drainage system's grates, clean-outs, scour holes, piping and stone fill, and related improvements as may be required by the Grantee, the County of Somerset or the State of New Jersey or any agency or authority thereof.

C. In the event Grantee installs or repairs any portion of the Stormwater Facilities or the Easement Area, Grantee shall restore the surface area over the Easement Area, to the extent practicable, to its original condition after entry in and upon the Easement Area for the purposes herein permitted, however, no shrubs, trees or other plantings are required to be replaced by the Grantee. Upon completion of any work by Grantee, Grantee shall remove, or shall cause to be removed, all materials, tools, equipment, building supplies and debris from the easement and surrounding area.

D. In the event that Grantor fails to properly maintain, inspect, repair or replace any portion of the Easement Area, the Stormwater Facilities or any improvements therein, and continues to fail or refuse to do so after written notice from the Grantee, the Grantee or the County of Somerset, in a coordinated effort, shall have the right, but not the duty, seven days after delivery

of such notice, to enter upon the Easement Area to perform any and all work determined by the Grantee in its sole discretion to be necessary to protect the public health, safety, and welfare; and the costs thereof, including reasonable attorneys fees, shall be paid by Grantor, or its successors and assigns, within thirty days after submission of a statement thereof, and if not paid such amounts shall become a municipal lien upon the Property after certification to the taxing authority as hereinafter set forth.

E. It is understood by the parties hereto that in the event that the Grantor, or its successors or assigns, does not accomplish the maintenance obligations set forth above in accordance with the reasonable standards fixed by the Township Engineer of Grantee and any applicable ordinance and the Grantee or the County of Somerset is required to complete such maintenance or the Grantor or the County of Somerset is required to repair or reconstruct the Stormwater Facilities related structures located on the Property, then, in those cases, the Grantor, or its successors or assigns, will be responsible for the reasonable monies expended by the Grantee or the County of Somerset to complete such repairs or reconstruction or do the required maintenance. Said sums, after confirmation thereof by the Mayor and Township Committee of Grantee, after notice to the Grantor, shall be certified to the Tax Collector of Grantee as due and owing, whereby the amount so certified shall become and be a lien on the Property, which shall bear interest and be enforceable and collectible in the same manner as assessments and liens for local taxes, if not paid within ten days of their levy.

VI. PERMIT APPLICATIONS

In the event that the Grantee requires local, county or state permits for the performance of maintenance, repairs, reconstruction or replacement to the Stormwater Facilities, outlet structure, diversion structure, piping, headwall or associated improvements, and the Grantor, or its successors and assigns, fails to sign the necessary applications within seven days, the Township Engineer shall be designated to sign the application on behalf of the owners of the Property.

VII. EMERGENCY MAINTENANCE AND REPAIRS

Notwithstanding any other term or condition of the within the Easement, in the event an emergency situation arises, the Grantee, and its agents, employees and representatives, or the County of Somerset, may immediately enter the Easement Area to perform or cause to be performed such emergency maintenance or repairs that the Grantee, in its sole discretion or judgment, deems necessary.

VIII. ADDITIONAL PROVISIONS

- A. This Easement grant and all provisions herein are subordinate to right of the Grantor, expressly reserved to construct maintain and repair, (and to clear grade excavate and fill in order to construct), on and within the Easement Area the Stormwater Facilities and all improvements specifically approved in the Approval to be located within the Easement Area.
- B. The Grantee, its representatives, employees and agents, are permitted to enter the Easement Area for the purpose of ascertaining compliance with the terms of this

Easement. Nothing contained herein shall require the Grantee to construct or maintain the Stormwater Facilities or the Easement Area.

- C.** Grantor hereby agrees to indemnify, defend, and hold Grantee harmless from and against any loss, damage, lien, encumbrances, suit, claim, or expense (including, without limitation, reasonable attorneys fees) caused by or arising from any damage or injury to property or persons arising from or in connection with any of the rights herein granted; provided however, that notwithstanding anything to the contrary herein, Grantor shall not be obligated to indemnify, defend and/or hold Grantee harmless with respect to any claim proximately related to the alleged negligence and/or intentional misconduct of the Township or its agents, representatives or employees.
- D.** The Grantor covenants that it is lawfully seized of the Property and Easement Area and that it has the right to restrict and grant access to the same. The Parties hereto each warrant and represent to each other, knowing and intending that the respective Parties are relying thereon in executing this Easement, that they each have the power and authority to enter into this Easement, to grant and receive the Easement contemplated herein, and to perform their respective obligations hereunder.
- E.** It is agreed by and between the Grantor and Grantee that mere lack of use or interruption of use of the Easement by the Grantee for an indefinite time shall not be construed as an abandonment or other extinguishment of the Easement except as may be subsequently agreed in a separate Easement extinguishment agreement which may be entered into between the Grantor (or its successors and assigns) and the Grantee (or its successors and assigns).
- F.** It is understood and agreed that this Easement Agreement confers upon the Grantee no rights of title or use of the Easement Area and nothing herein shall be construed to permit public access to or use of the Easement Area nor require the Grantee to maintain the Easement Area. Nothing herein shall be construed to limit the Grantor's right of access to and use of the Easement Area except as herein provided.
- G.** Grantor may convey, mortgage, lease or otherwise transfer title or interest in the Property subject to this Easement provided, however, that the covenants and conditions herein remain superior to such conveyance, mortgage, lease, or transfer it being the, intention of the parties that this Agreement and its terms and conditions shall become a part of the chain of title and shall run with the land.
- H.** This Easement shall be read in conjunction with any other easements of record and any other easements on the Property entered into by the parties hereto.
- I.** 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. All the terms, covenants and conditions herein contained shall be for and shall inure

to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively. In all references herein to any party, 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.

- J.** This easement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.
- K.** In the event of any violation of the covenants and conditions contained in this Easement, Grantor, Grantee, or their respective designees, shall be entitled to exercise all remedies provided at law or in equity, and the prevailing party shall be entitled to recover, in any action to enforce the terms hereof, reasonable attorney's fees.
- L.** The provisions of this Agreement may not be amended, modified or terminated without the express written consent of the Township of Bernards, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing, signed by the appropriate municipal officials and recorded with the appropriate county recording officer.
- M.** This Easement does not modify, supersede or rescind the easement dated March 27, 2017, and recorded at book 6963, Page 3713, which governs different stormwater facilities on the same property.

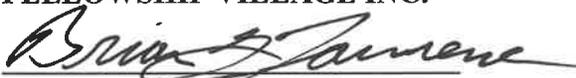
[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this document to be signed by their proper corporate officers and their corporate seal to be set hereto.

WITNESS:

GRANTOR:
FELLOWSHIP VILLAGE INC.

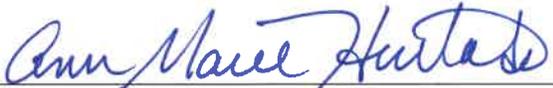

Name: Mark Aquilino
Title: Executive Director
Dated: 6/7, 2022


Name: Brian Lawrence
Title: President and CEO

STATE OF NEW JERSEY)
) SS:
COUNTY OF SOMERSET)

I CERTIFY that on June 7, 2022, Brian Lawrence personally came before me and stated under oath to my satisfaction that:

- (a) he is the President of Fellowship Village Inc., the Grantor named herein;
- (b) he has the full authority to sign this document on behalf of Fellowship Village Inc.; and
- (c) he signed this document as the voluntary act and deed of Fellowship Village Inc.


Notary Public

ANN MARIE HURTADO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50089541
My Commission Expires 9/4/2023

WITNESS:

Rhonda Pisano

Name: Rhonda Pisano
Title: Township Clerk

Dated: 6/28, 2022

GRANTEE:
TOWNSHIP OF BERNARDS

By: James Baldassare, Jr.
Name: Hon. James Baldassare, Jr.
Title: Mayor

STATE OF NEW JERSEY)
) SS:
COUNTY OF SOMERSET)

I CERTIFY that on June 28, 2022, Hon. James Baldassare, Jr. personally came before me and stated under oath to my satisfaction that:

- (a) he is the Mayor of the Township of Bernards;
- (b) he has the full authority to sign this document on behalf of the Township of Bernards;
and
- (c) he signed this document as the act and deed of the Township of Bernards.

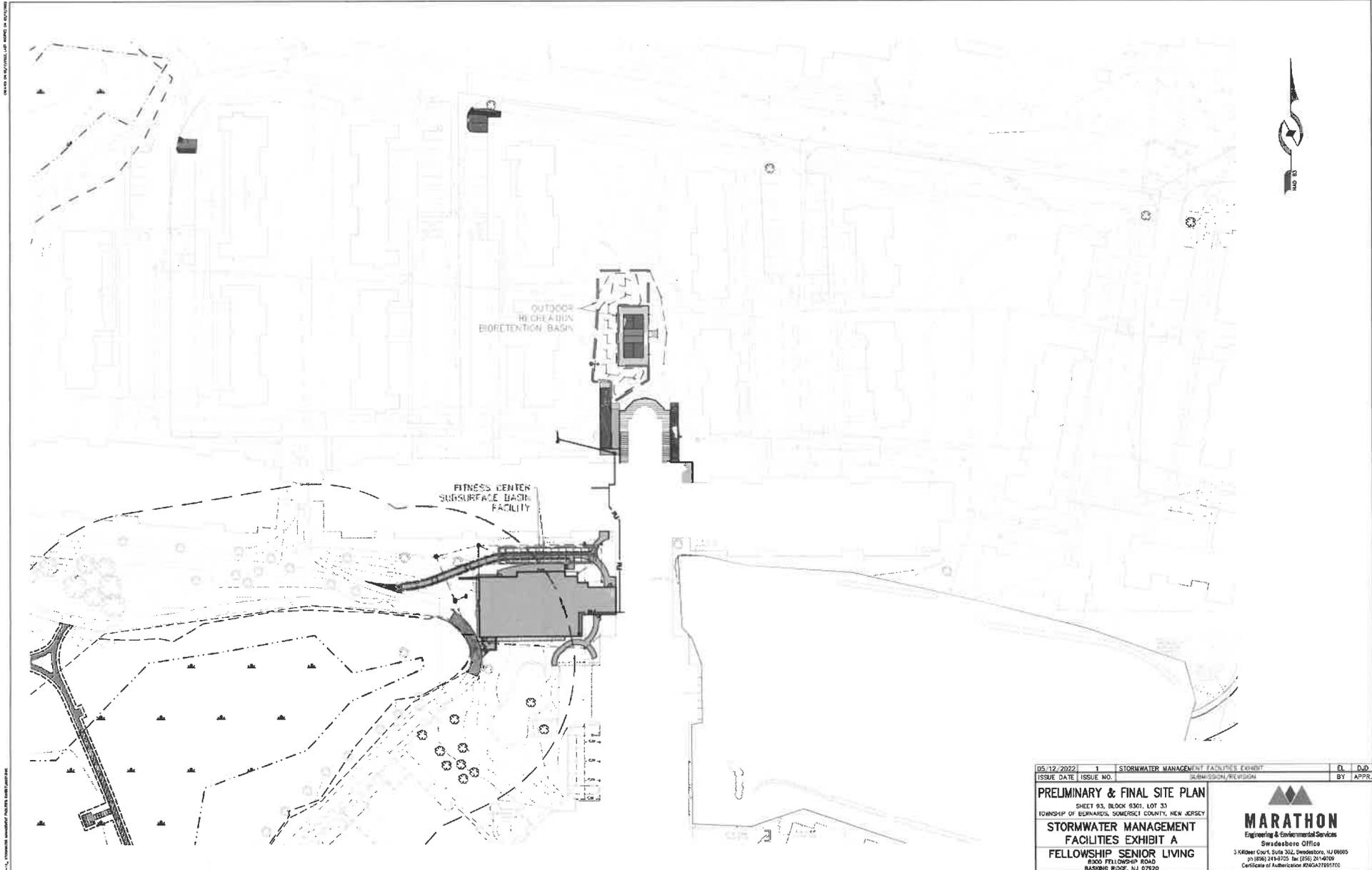
Christine V. Andres
Notary Public



EXHIBIT A

Stormwater Management Facilities

3013057.1 116564-106583



EXISTING UTILITY INFORMATION SHOWN ON THESE PLANS IS FURNISHED BY THE UTILITY COMPANIES AND/OR THE SURVEYOR AND THE ACCURACY THEREOF IS NOT THE RESPONSIBILITY OF MARATHON ENGINEERING & ENVIRONMENTAL SERVICES, INC. IT IS THE RESPONSIBILITY OF THE OWNERS AND/OR CONTRACTOR TO CALL 1-800-272-1000 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

05/12/2022	1	STORMWATER MANAGEMENT FACILITIES EXHIBIT	EL	DJD
ISSUE DATE	ISSUE NO.	SUBMISSION/REVISION	BY	APPR.

PRELIMINARY & FINAL SITE PLAN
 SHEET 83, BLOCK 4300, LOT 33
 TOWNSHIP OF BERNARDS, SOMERSET COUNTY, NEW JERSEY
STORMWATER MANAGEMENT FACILITIES EXHIBIT A
FELLOWSHIP SENIOR LIVING
 8200 FELLOWSHIP ROAD
 BASKING RIDGE, NJ 07920

MARATHON
 Engineering & Environmental Services
 Swedesboro Office
 3 Kildeer Court, Suite 302, Swedesboro, NJ 08085
 ph 856-244-9725 fax (856) 241-4870
 Certificate of Authorization #24AG27095700

EXHIBIT A	05/12/2022	1	APPROVED	DJD
	DATE	ISSUE NO.	BY	APPR.
			SCALE	1" = 40'
			SHEET NO.	1 OF 1
			PROJECT NO.	X0001

EXHIBIT B

Maintenance Manual

3013057.1 116564-106583

Stormwater Management Facilities Maintenance Manual

Inspection, Maintenance and Control Plan

For

***Fellowship Senior Living, Inc.
PROPOSED FITNESS CENTER EXPANSION & REC. AREAS***

***Block 9301, Lot 33
Basking Ridge / Township of Bernards
Somerset County, New Jersey***

November 23, 2020

November 18, 2021

January 25, 2022

Prepared for:
Fellowship Senior Living, Inc.
8000 Fellowship Road
Basking Ridge, NJ 07920

Prepared by:
**Marathon Engineering &
Environmental Services, Inc.**
3 Killdeer Court, Suite 302
Swedesboro, New Jersey 08085
856-241-9705



David J. Fleming, P.E.
Professional Engineer
New Jersey License No. 24GE03321600
Certificate of Authorization No. 24GA2799570



MARATHON

Engineering & Environmental Services

**INSPECTION AND MAINTENANCE CONTROL PLAN FOR
CJ TMI / PROPOSED BUILDING EXPANSION**

PROJECT INFORMATION

a) DRAWINGS OF STORMWATER MANAGEMENT MEASURES

The proposed Facility's Stormwater Management Plans are included in its Preliminary and Final Site Development Plans which are included herein by reference.

b) LOCATION OF STORMWATER MANAGEMENT MEASURES BY MEANS OF LATITUDE AND LONGITUDE AND BLOCK AND LOT:

The proposed Facility's Best Management Practices Stormwater Management Facility is located on Block 9301, Lot 33 in the Township of Bernards, New Jersey. The center of the proposed facility is approximately:

LAT: 40° 34' 25.70" LONG: -74° 34' 58.42"

c) PREVENTATIVE CORRECTIVE MAINTENANCE TASKS AND SCHEDULES:

Refer to SECTION III for Summary of Maintenance Procedures. Refer to SECTION VIII for Summary of Maintenance Procedures for the Subsurface Storage / Infiltration Chamber BMP.

d) COST ESTIMATE:

Refer to SECTION IV, Cost of Stormwater Management Facility Maintenance Tasks

e) NAME OF PERSON RESPONSIBLE FOR INSPECTIONS AND MAINTENANCE:

Company / Individual: Fellowship Senior Living, Inc.
Chris Black—(908-580-3800)

Address: 8000 Fellowship Road
Basking Ridge, NJ 07920

PREVENTATIVE MAINTENANCE PROCEDURES

I. OBJECTIVES

The purpose of this preventative maintenance schedule is to assure that the Stormwater Management Facility (SWMF) remains operational and safe at all times, while minimizing the need for emergency or corrective procedures.

II. OVERVIEW

This comprehensive Stormwater Management Maintenance Program is comprised of several related requirements including:

1. Providing adequate funding, staffing, equipment, and materials.
2. Performing routine maintenance procedures on a regular basis.
3. Performing emergency maintenance procedures and repairs in a timely manner.
4. Conducting SWMF inspections to determine the need for and effectiveness of the maintenance work.
5. Providing training and instruction to maintenance personnel and inspectors.
6. Conducting periodic program reviews and evaluations to determine the overall effectiveness of the maintenance programs and the need for revised or additional maintenance procedures, personnel, and equipment.

III. SUMMARY OF MAINTENANCE PROCEDURES

A. PREVENTATIVE MAINTENANCE PROCEDURES

1. Grass Cutting

A regularly scheduled program of mowing and trimming of the grass at SWMF during the growing season will help to maintain a tightly knit turf and will also help to prevent diseases, pests, and the intrusion of weeds. The actual mowing requirements of an area should be tailored to the specific site conditions, grass type, and seasonal variations in the climate. In general, grass should not be allowed to grow more than 1 to 2 inches between cuttings. Allowing the grass to grow more than this amount prior to cutting it may result in damage to the grass growing points and limit its continued healthy growth. At a minimum, once per month (if needed) mow the side slopes and berm area of the basin. Agencies such as the Somerset County Soil Conservation District can provide valuable assistance in determining optimum mowing requirements.

2. Grass Maintenance

Grassed areas require periodic fertilizing, de-thatching, and soil conditioning in order to maintain healthy growth. Additionally, provisions should be made to re-seed and re-establish grass cover in areas damaged by sediment accumulation, stormwater flow, or other causes. Agencies such as the Somerset County Soil Conservation District can provide valuable assistance in establishing a suitable grass maintenance program.

3. Vegetative Cover

Trees, shrubs, and ground cover require periodic maintenance, including fertilizing, pruning, and pest control in order to maintain healthy growth. Agencies such as the Somerset County Soil Conservation District can be of assistance in establishing a preventative maintenance program.

4. Removal and Disposal of Trash and Debris

A regularly scheduled program of debris and trash removal from SWMFs will reduce the chance of the spillway and other basin components becoming clogged and inoperable during storm events. Additionally, removal of trash and debris will prevent possible damage to vegetated areas and eliminate potential mosquito breeding habitats. Disposal of debris and trash must comply with all local, county, state, and federal waste flow control regulations. Only suitable disposal and recycling sites should be utilized. Agencies such as the Division of Solid Waste Management of the New Jersey Department of Environmental Protection should be contacted for information on disposal regulations.

5. Sediment Removals and Disposal

Accumulated sediment should be removed before it threatens the operation or storage volume of a SWMF. Disposal of sediment must comply with all local, county, state, and federal regulations. Only suitable disposal sites should be utilized. The sediment removal program in infiltration facilities must also include provisions for monitoring the porosity of the sub-base, and replacement or cleansing of the pervious materials as necessary. Agencies such as the Division of Soil Waste Management of the New Jersey Department of Environmental Protection should be contacted for information on disposal regulations.

6. Elimination of Potential Mosquito Breeding Habitats

The most effective mosquito control program is one that eliminates potential breeding habitats. Almost any stagnant pool of water can be attractive to mosquitoes, and the source of a large mosquito population. Ponded water in areas such as open cans and bottles, debris and sediment accumulations and areas of ground settlement provide ideal locations for mosquito breeding. A maintenance program dedicated to eliminating potential breeding areas is certainly preferable to controlling the health and nuisance effects of flying mosquitoes. The Somerset County Mosquito Control Commission can provide valuable information on establishing this maintenance program.

7. Basin Maintenance

A program of monitoring the proper functioning of the infiltration basin should be established. Silt and or sediment accumulation, vegetative growth, and animal populations should be monitored on a regular basis. The timely removal of silt or sediment accumulation, proper mowing of grass and observation of animal damage can prevent more serious problems from occurring. After every storm exceeding one (1) inch of rainfall: Ensure that complete infiltration will occur within the required seventy-two (72) hour time period. If stored water fails to infiltrate seventy-two (72) hours after the end of the storm, corrective measures shall be taken. Raking or tilling by light equipment can assist in maintaining infiltration capacity and break up clogged surfaces.

As a minimum, four (4) times per year (quarterly): Inspect for clogging and excessive debris and sediment accumulation. Remove sediment (if needed) when basin is completely dry.

As a minimum, two (2) times per year: Inspect for signs of damage to structures, repair eroded areas, check for signs of petroleum contamination and remediate.

As a minimum, once per year: Inspect basin for unwanted tree growth and remove as necessary, disc or otherwise aerate the bottom of the basin to a minimum depth of six (6) inches.

After every storm exceeding one (1) inch of rainfall, inspect and, if necessary, remove and replace the K5 sand layer and accumulated sediment, to restore the original infiltration rate.

7A. Drainage piping and structures

All structural components must be inspected, at least once annually , for cracking, subsidence, spalling, erosion and deterioration. Any structural deficiencies shall be addressed in a timely manner.

Components expected to receive and/or trap debris and sediment must be inspected for clogging at least four times annually, as well as after every storm exceeding 1" of rainfall.

Disposal of debris, trash, sediment and other waste material must be done at suitable disposal/recycling sites and in compliance with all applicable local, state and federal waste regulations.

8. Inspection

Regularly scheduled inspections of the SWMF should be performed by qualified inspectors. The primary purpose of the inspections is to ascertain the operational condition of embankments, outlet structure, and other safety-related aspects. Inspections will also provide information on the effectiveness of regularly scheduled preventative and aesthetic maintenance procedures and will help to identify where changes are warranted. Finally, the facility inspections should be used to determine the need for and timing of corrective maintenance procedures. In addition to regularly scheduled

inspections, an informal inspection should be performed during every visit to a SWMF by maintenance or supervisory personnel. An inspection checklist and is included as part of this maintenance plan. See Infiltration Basin Maintenance for regularly scheduled maintenance inspection times.

9. Reporting

The recording of all maintenance work and inspections provide valuable data on the SWMF condition. Along with the written reports, a chain of command for reporting and solving maintenance problems and addressing maintenance needs should be established. All inspection reports and records shall be retained on-site for a minimum of five (5) years.

B. CORRECTIVE MAINTENANCE PROCEDURES

1. Removal of Debris and Sediment

Sediment, debris, and trash should be removed immediately and properly disposed of in a timely manner. At a minimum, once per month (if needed) remove litter and debris. Equipment and personnel must be available to perform the removal work on short notice. The lack of an available disposal site should not delay the removal of trash, debris, and sediment. Temporary disposal sites may be utilized if necessary.

2. Structural Repairs

Structural damage to outlet and inlet structures, piping and headwalls from vandalism, flood events, or other causes must be repaired promptly. At a minimum, once per month (if needed) stabilize eroded banks and repair erosion at structures. Equipment, material, and personnel must be available to perform these repairs on short notice. The analysis of structural damage and the design and performance of structural repairs shall only be undertaken by qualified personnel.

3. Embankment and Slope Repairs

Damage to embankments, and side slopes must be repaired promptly. At a minimum, once per month (if needed) stabilize eroded banks. Typical problems include settlement, scouring, cracking, sloughing, seepage and rutting. Equipment, materials and personnel must be available to perform these repairs on short notice. The immediacy of the repairs will depend upon the nature of the damage and its effects on the safety and operation of the facility. The analysis of damage and the design and performance of geotechnical repairs should only be undertaken by qualified personnel.

4. Dewatering

It may be necessary to remove ponded water from within a malfunctioning SWMF. This ponding may be the result of a blocked principal outlet (detention facility), inoperable low level outlet (retention facility), loss of infiltration capacity (infiltration facility), or poor bottom drainage. Portable pumps may be necessary to remove the ponded water temporarily until a permanent solution can be implemented. Temporary soil erosion measures (i.e. haybales, silt sock, filter bags, etc.) shall be implemented during the dewatering operations.

5. Extermination of Mosquitoes

If neglected, a SWMF can readily become an ideal mosquito breeding area. Extermination of mosquitoes will usually require the services of an expert, such as the Somerset County Mosquito Commission. Proper procedures carried out by trained personnel can control the mosquitoes with a minimum of damage or disturbance to the environment. If mosquito control in a facility becomes

necessary, the preventative maintenance program should be re-evaluated, and more emphasis placed on control of mosquito breeding habitats.

6. Erosion Repair

Vegetative cover or other protective measures are necessary to prevent the loss of soil from the erosive forces of wind and water. Where a re-seeding program has not been effective in maintaining a non-erosive vegetative cover, or other factors have exposed soils, to erosion, corrective steps should be initiated to prevent further loss of soil and any subsequent danger to the stability of the facility. Soil loss can be controlled by a variety of materials and methods, including riprap, gabion lining, sod, seeding, concrete lining, and re-grading. The Somerset County Conservation District can provide assistance in recommending materials and methodologies to control erosion.

7. Elimination of Trees, Brush, Roots, and Animal Burrows

Large roots can impair the stability of dams, embankments and side slopes and animal burrows. Burrows can present a safety hazard for maintenance personnel. Trees and brush with extensive woody root systems should be completely removed from dams and embankments to prevent their destabilization and the creation of seepage routes. Roots should also be completely removed to prevent their decomposition within the dam or embankment. Root voids and burrows should be plugged by filling with material similar to the existing material, and capped just below grade with stone, concrete, or other material. If plugging of the burrows does not discourage the animals from returning, further measures should be taken to either remove the animal population or to make critical areas of the facility unattractive to them.

8. Snow and Ice Removal

Accumulations of snow and ice can threaten the functioning of a SWMF, particularly at inlets, outlets, and emergency spillways. Providing the equipment, materials, and personnel to monitor and remove snow and ice from these critical areas is necessary to assure the continued functioning of the facility during the winter months.

C. AESTHETIC MAINTENANCE PROCEDURES

1. Grass Trimming

Trimming of the grass edges around structures will provide for a neat and attractive appearance of the facility. At a minimum, once per month (if needed) mow the side slopes and berm area of the basin.

2. Control of Weeds

Although a regular grass maintenance program will keep weed intrusion to a minimum, some weeds will appear. Periodic weeding, either chemically or mechanically, will not only help to maintain a healthy turf, but will also keep grassed areas attractive.

3. Details

Careful, meticulous and frequent attention to the performance of maintenance items such as painting, tree pruning, leaf collection, debris removal, and grass cutting will result in a SWMF that remains both functional and attractive.

D. CHECKLISTS AND LOGS

Included in this report are Tables and Sample Checklists and Logs regarding various aspects of SWMF maintenance and inspection.

IV. MAINTENANCE EQUIPMENT AND MATERIALS

A. GRASS MAINTENANCE EQUIPMENT

1. Tractor-Mounted Mowers
2. Riding Mowers
3. Hand Mowers
4. Gas Powered Trimmers
5. Gas Powered Edgers
6. Seed Spreaders
7. Fertilizer Spreaders
8. De-Thatching Equipment
9. Pesticide and Herbicide Application Equipment
10. Grass Clipping and Leaf Collection Equipment

B. VEGETATIVE COVER MAINTENANCE EQUIPMENT

1. Saws
2. Pruning Shears
3. Hedge Trimmers
4. Wood Chippers

C. TRANSPORTATION EQUIPMENT

1. Trucks for Transportation of Materials
2. Trucks for Transportation of Equipment
3. Vehicles for Transportation of Personnel

D. DEBRIS, TRASH AND SEDIMENT REMOVAL EQUIPMENT

1. Loader
2. Backhoe
3. Grader

E. MISCELLANEOUS EQUIPMENT

1. Shovels
2. Rakes
3. Picks
4. Wheelbarrows
5. Fence Repair Tools
6. Painting Equipment
7. Gloves
8. Standard Mechanics Tools
9. Tools for Maintenance of Equipment
10. Office Space
11. Office Equipment
12. Telephones
13. Safety Equipment
14. Tools for Concrete Work (Mixers, Form Materials, etc.)
15. Welding Equipment (for Repair of Trash Racks, etc.)

F. MATERIALS

1. Topsoil
2. Fill
3. Seed
4. Soil Amenities (Fertilizer, Lime, etc.)
5. Chemicals (Pesticides, Herbicides, etc.)
6. Mulch
7. Spare Parts for Equipment
8. Oil and Grease for Equipment and SWMF Components
9. Concrete

V. SWMF MAINTENANCE EQUIPMENT AND MATERIAL COSTS

This estimate is taken from NJDEP Stormwater Management Facilities Manual Table 6-1:

GRASS MAINTENANCE EQUIPMENT

	Purchase (dollars)	Rent (per day) (dollars)
Hand Mower	300 - 500	25 - 40
Riding Mower	3,000 - 5,000	75 - 100
Tractor Mower	15,000 - 20,000	100 - 300
Trimmer / Edger	200 - 500	25 - 35
Spreader	100 - 200	20 - 30
Chemical Sprayer	200 - 500	25 - 40

VEGETATIVE COVER MAINTENANCE EQUIPMENT

	Purchase (dollars)	Rent (per day) (dollars)
Hand Saw	15	5
Chain Saw	300 - 500	15 - 35
Pruning Shears	25	5
Shrub Trimmer	200	25 - 35
Brush Chipper	1,000 - 5,000	50 - 150

TRANSPORTATION EQUIPMENT

	Purchase (dollars)	Lease (per month) (dollars)	Rent (per day) (dollars)
Van	10,000 - 15,000	400	50 - 70
Pickup Truck	10,000 - 15,000	400	50 - 70
Dump Truck	30,000 - 50,000	1,200	75 - 150
Light Duty Trailer	3,000 - 5,000	150	30 - 50
Heavy Duty Trailer	10,000 - 20,000	500	100 - 200

DEBRIS, TRASH AND SEDIMENT REMOVAL EQUIPMENT

	Purchase (dollars)	Lease (per month) (dollars)	Rent (per day) (dollars)
Front End Loader	50,000 - 100,000	1,500 - 2,000	200 - 400
Backhoe	30,000 - 50,000	1,200	150 - 300
Excavator	100,000+	2,000	400 - 1,000
Grader	100,000+	2,000	400 - 1,000

MISCELLANEOUS EQUIPMENT

	Purchase (dollars)	Rent (per day) (dollars)
Shovel	15	5
Leaf Rake	15	5
Soil Rake	15	5
Pick	15	5
Wheelbarrow	100 - 200	10
Gloves	5	N /A
Portable Compressor	500 - 1,000	50 - 100
Portable Generator	500 - 1,000	50 - 100
Concrete Mixer	500 - 1,000	25 - 50
Welding Equipment	500 - 1,500	35 - 70

MATERIALS

	Purchase (dollars)
Topsoil	35 / cubic yard
Fill Soil	15 / cubic yard
Grass Seed	5 / pound
Soil Amenities (Fertilizer, Lime, etc)	0.05 / sq ft
Chemicals (Pesticides, Herbicides, etc)	10 / gallon
Mulch	25 / cubic yard
Machine / Motor Lubricants	5 / gallon
Dry Mortar Mix	4 / 50 pound bag
Concrete Delivered to Site	60 – 100 / cubic yard

Notes:

1. This estimate is an approximation of the probable construction cost in 2022 dollars. It is based upon previous construction experience and should be used as an approximate budget figure only. Marathon Engineering and Environmental Services, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from this opinion of probable cost.
2. Estimated equipment costs are based upon Industrial / Commercial grade equipment.

VI. COST OF SWMF MAINTENANCE TASKS

Taken from NJDEP Stormwater Management Facilities Manual Table 6-2

PREVENTATIVE MAINTENANCE TASKS

	Small Facility (Man-Hours)	Large Facility (Man-Hours)
Grass Cutting	1	1 – 2
Grass Maintenance	0.5	1
Trash & Debris Removal	0.5	1
Sediment Removal	4	8
Mobilization	1	1
Inspection & Reporting	1	2

CORRECTIVE MAINTENANCE TASKS

	Small Facility (Man-Hours)	Large Facility (Man-Hours)
Trash & Debris Removal	4	8
Structural Repairs	2-4	40
Dewatering	4	8
Mosquito Extermination	1	2-4
Erosion Repair	4	8
Snow & Ice Removal	1	2
Mobilization	2	2

AESTHETIC MAINTENANCE TASKS

	Small Facility (Man-Hours)	Large Facility (Man-Hours)
Grass Trimming	0.5	2
Weed Control	0.5	2
Landscape Maintenance	1 - 2	2 - 4

Notes:

1. This estimate is an approximation of the man-hours as provided in the NJDEP Stormwater Facility Maintenance Manual. It is based upon previous construction experience and should be used as an approximate budget figure only. Marathon Engineering and Environmental Services, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from this opinion of probable cost.
2. Cost estimates are presented in terms of man-hours. These values should be used in conjunction with applicable personnel rates to determine labor costs for a specific program or facility.

VII. MAINTENANCE AND INSPECTION LOGS AND CHECKLISTS

SWM Maintenance List

Page 1 of 2

Maintenance Work Order and Checklist for Stormwater Maintenance Facilities

Name of Facility: _____

Location: _____ Date: _____

Crew:		Work Started:		Time:	
Equipment:		Work Completed:		Time:	
Weather:		Total Man-hours for Work::			

A. Preventative Maintenance

	Items Required √	Items Done √	Comments and Special Instructions
1. Grass Cutting			
A. Swales and Grass Areas			
B. Embankments and Side Slopes			
C. Perimeter Areas			
D. Access Areas and Roads			
E. Other			

	Items Required √	Items Done √	Comments and Special Instructions
2. Grass Maintenance			
A. Fertilizing			
B. Re-Seeding			
C. De-Thatching			
D. Pest Control			
E. Other			

	Items Required √	Items Done √	Comments and Special Instructions
3. Vegetative Cover			
A. Fertilizing			
B. Pruning			
C. Pest Control			
D. Other			

	Items Required √	Items Done √	Comments and Special Instructions
4. Trash and Debris Removal			
A. Swales and Grass Areas			
B. Embankments and Side Slopes			
C. Perimeter Areas			
D. Access Areas and Drives			
E. Inlets & Endwalls			
F. Spillway			
G. Other			

	Items Required √	Items Done √	Comments and Special Instructions
5. Sediment Removal			
A. Swales and Grass Areas			
B. Inlets & Endwalls			
C. Spillway			
D. Other			

6. Elimination of Potential Mosquito Breeding Habitats

Items Required Items Done

Comments and Special Instructions

A.			
B.			
C.			
D.			

7. Other Preventative Maintenance

Items Required Items Done

Comments and Special Instructions

A.			
B.			
C.			
D.			

B. Corrective Maintenance

Work Item

Items Required Items Done

Location, Comments, and Special Instructions

A. Removal of Debris & Sediment			
B. Embankment & slope Repair			
C. Dewatering			
D. Control of Mosquitoes			
E. Erosion Repair			
F. Tree, Brush & Animal Burrow Removal			
G. Snow & Ice Removal			
H. Other			

C. Aesthetic Maintenance

Work Item

Items Required Items Done

Comments and Special Instructions

A. Grass Trimming			
B. Weeding			
C. Other			

Remarks: (Refer to Item No, If Applicable)

Work Order Prepared By: _____

Work Completed By: _____

Inspection Checklist for Stormwater Maintenance Facilities

Name of Facility: _____

Location: _____ Date: _____

Weather: _____

Facility Item OK¹ Routine² Urgent³ Comments⁴

1. Embankments and Side Slopes

A. Vegetation				
B. Linings				
C. Erosion				
D. Settlement				
E. Sloughing				
F. Trash And Debris				
G. Seepage				
H. Aesthetics				
I. Other				

2. Swales

A. Vegetation				
B. Linings				
C. Erosion				
D. Settlement				
E. Standing Water				
F. Trash and Debris				
G. Sediment				
H. Other				

3. Perimeter

A. Vegetation				
B. Erosion				
C. Trash & Debris				
D. Aesthetics				
E. Other				

4. Miscellaneous

A. Effectiveness of Exist. Maint. Program				
B. Potential Mosquito Habitats				
C. Mosquitoes				
D. Other				

1. The item checked is in good condition and the maintenance program is adequate.
2. The item checked requires attention but does not present an immediate threat to the facility function or other facility components.
3. The item checked requires immediate attention to keep the facility operational or to prevent damage to other facility components.
4. Provide explanation and details if columns 2 or 3 are checked.

Remarks: (Refer to Item No, If Applicable)

Inspector: _____

Maintenance Log Stormwater Maintenance Facilities

Name of Facility: _____

Location: _____ Date: _____

Date:

--	--	--	--	--	--	--	--	--	--

Facility Item Indicate Condition (i.e. 1, 2, or 3)

1. Embankments and Side Slopes

A. Vegetation																			
B. Linings																			
C. Erosion																			
D. Settlement																			
E. Sloughing																			
F. Trash and Debris																			
G. Seepage																			
H. Aesthetics																			
I. Other																			

2. Swales

A. Vegetation																			
B. Linings																			
C. Erosion																			
D. Settlement																			
E. Standing Water																			
F. Trash and Debris																			
G. Sediment																			
H. Other																			

3. Perimeter

A. Vegetation																			
B. Erosion																			
C. Trash & Debris																			
D. Aesthetics																			
E. Other																			

4. Miscellaneous

A. Effectiveness of Exist. Maintenance Program																			
B. Potential Mosquito Habitats																			
C. Mosquitoes																			
D. Other																			

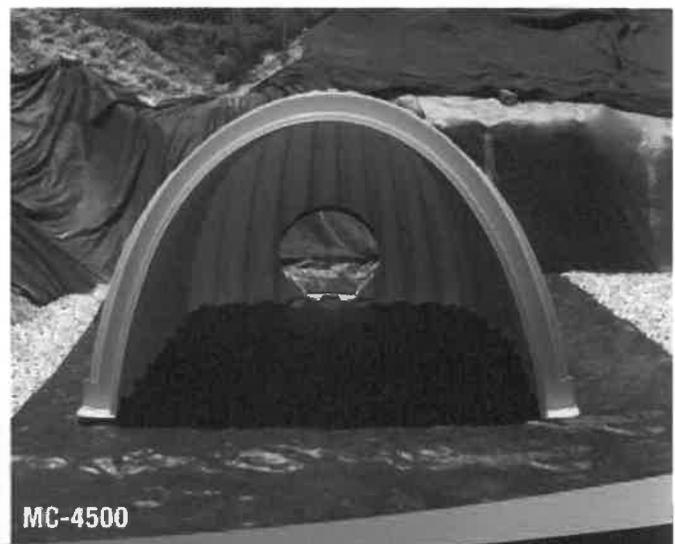
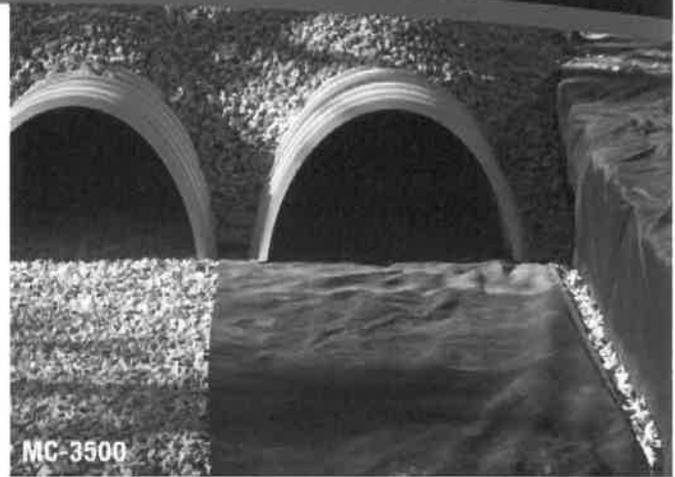
- 1 The item checked is in good condition and the maintenance program is adequate.
- 2 The item checked requires attention, but does not present an immediate threat to the facility function or other facility components.
- 3 The item checked requires immediate attention to keep the facility operational or to prevent damage to other facility components.

Remarks: (Refer to Item No, If Applicable)

Prepared By: _____

**VIII. SUBSURFACE STORAGE / INFILTRATION CHAMBER
MAINTANANCE**

Isolator[®] Row O&M Manual



THE ISOLATOR[®] ROW

INTRODUCTION

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row is a technique to inexpensively enhance Total Suspended Solids (TSS) removal and provide easy access for inspection and maintenance.

THE ISOLATOR ROW

The Isolator Row is a row of StormTech chambers, either SC-160LP, SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-4500 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for settling and filtration of sediment as storm water rises in the Isolator Row and ultimately passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow storm water to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row protecting the storage areas of the adjacent stone and chambers from sediment accumulation.

Two different fabrics are used for the Isolator Row. A woven geotextile fabric is placed between the stone and the Isolator Row chambers. The tough geotextile provides a media for storm water filtration and provides a durable surface for maintenance operations. It is also designed to prevent scour of the underlying stone and remain intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the perforations in the sidewall of the chamber. The non-woven fabric is not required over the SC-160LP, DC-780, MC-3500 or MC-4500 models as these chambers do not have perforated side walls.

The Isolator Row is typically designed to capture the “first flush” and offers the versatility to be sized on a volume basis or flow rate basis. An upstream manhole not only provides access to the Isolator Row but typically includes a high flow weir such that storm water flow rates or volumes that exceed the capacity of the Isolator Row overtop the overflow weir and discharge through a manifold to the other chambers.

The Isolator Row may also be part of a treatment train. By treating storm water prior to entry into the chamber system, the service life can be extended and pollutants such as hydrocarbons can be captured. Pre-treatment best management practices can be as simple as deep sump catch basins, oil-water separators or can be innovative storm water treatment devices. The design of the treatment train and selection of pretreatment devices by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, the Isolator Row is recommended by StormTech as an effective means to minimize maintenance requirements and maintenance costs.

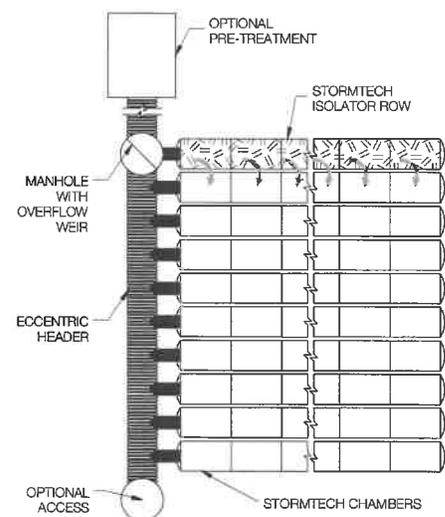
Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row.



Looking down the Isolator Row from the manhole opening, woven geotextile is shown between the chamber and stone base.



StormTech Isolator Row with Overflow Spillway (not to scale)





ISOLATOR ROW INSPECTION/MAINTENANCE

INSPECTION

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row, clean-out should be performed.

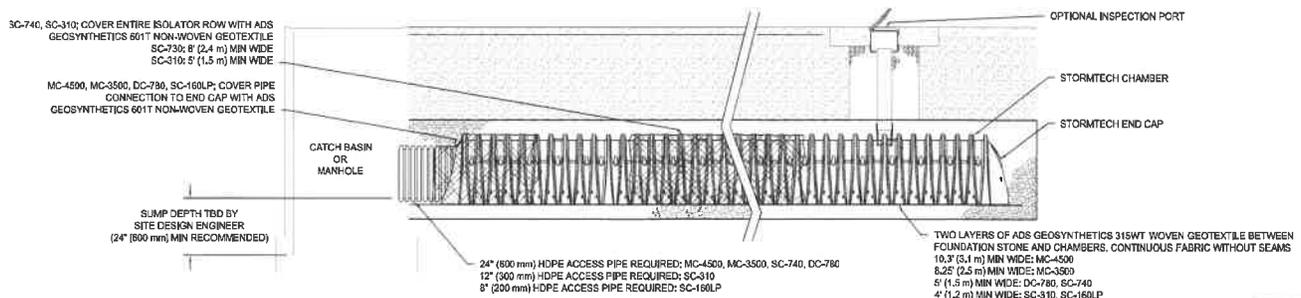
MAINTENANCE

The Isolator Row was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. Most JetVac reels have 400 feet of hose allowing maintenance of an Isolator Row up to 50 chambers long. **The JetVac process shall only be performed on StormTech Isolator Rows that have AASHTO class 1 woven geotextile (as specified by StormTech) over their angular base stone.**

StormTech Isolator Row (not to scale)

Note: Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-4500 chamber models and is not required over the entire Isolator Row.



ISOLATOR ROW STEP BY STEP MAINTENANCE PROCEDURES

STEP 1

Inspect Isolator Row for sediment.

- A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
 - iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.
- B) All Isolator Rows
 - i. Remove cover from manhole at upstream end of Isolator Row
 - ii. Using a flashlight, inspect down Isolator Row through outlet pipe
 - 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 - 2. Follow OSHA regulations for confined space entry if entering manhole
 - iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2. If not, proceed to Step 3.

STEP 2

Clean out Isolator Row using the JetVac process.

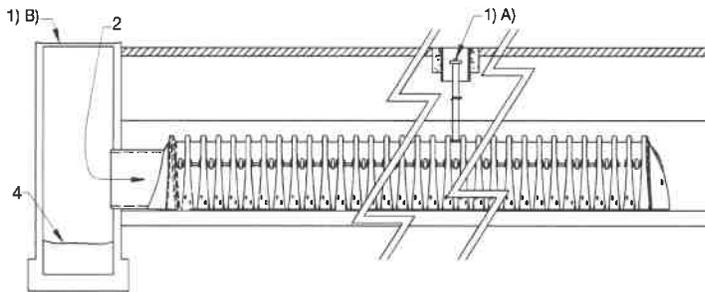
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

STEP 3

Replace all caps, lids and covers, record observations and actions.

STEP 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



SAMPLE MAINTENANCE LOG

Date	Stadia Rod Readings		Sediment Depth (1)-(2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row, maintenance due	NV
7/7/13	6.3 ft		0	system jetted and vacuumed	DJM

ADS "Terms and Conditions of Sale" are available on the ADS website, www.ads-pipe.com. The ADS logo and the Green Stripe are registered trademarks of Advanced Drainage Systems, Inc. StormTech® and the Isolator® Row are registered trademarks of StormTech, Inc. © 2017 Advanced Drainage Systems, Inc. #11011 05/17 CS



Advanced Drainage Systems, Inc.
4640 Trueman Blvd., Hilliard, OH 43026
1-800-821-6710 www.ads-pipe.com

EXHIBIT M

CONTINUING CARE RETIREMENT COMMUNITY REGULATION
AND FINANCIAL DISCLOSURE ACT
N.J.S.A. 52:27D-330 et seq.

CERTIFICATE OF AUTHORITY

FELLOWSHIP VILLAGE

A CONTINUING CARE RETIREMENT COMMUNITY

C-20

Pursuant to the authority of N.J.S.A. 52:27D-330 et seq. and the regulations promulgated thereunder, the Division of Codes and Standards hereby certifies the above named development.

This certification shall not be construed as a recommendation of the facility nor as a determination of the truthfulness of the statements contained in the Application for certification but only represents a determination that the requirements of the Act have been met.

The applicant is under the obligation to notify the Agency of any material changes in the information contained in the Application for Certification and to file the necessary annual reports pursuant to N.J.A.C. 5:19-2.13.

September 13, 1993

DIVISION OF CODES AND STANDARDS
DEPARTMENT OF COMMUNITY AFFAIRS
Stephanie R. Bush, Commissioner

by:



James C. Ianni, Supervisor
Continuing Care Retirement Communities

EXHIBIT N



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 805
TRENTON, NJ 08625-0805

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

November 13, 2020

Bernards Township
c/o James T. Byers, Esq.
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, P.C.
5 Becker Farm Road
Roseland, NJ 07068
Via Email (JByers@carellabyrne.com)

Re: Fellowship Village CCRC, Basking Ridge, NJ

Dear Mr. Byers and Bernards Twp. Officials:

Please be advised that the Continuing Care Retirement Community Unit of the Bureau of Homeowner Protection within the New Jersey Department of Community Affairs (“DCA”) is tasked with implementing and enforcing the Continuing Care Retirement Community Regulation and Financial Disclosure Act (N.J.S.A. 52:27D-330 et seq.) and Continuing Care Retirement Community Regulation and Financial Disclosure Act Regulations (N.J.A.C. 5:19-1.1 et seq.). Please be further advised that the DCA has not filed a lien pursuant to N.J.S.A. 52:27D-341, “Filing of Lien”, against Fellowship Village CCRC, located at 8000 Fellowship Road, Basking Ridge, NJ 07920. In addition, as of the date of this correspondence, there are no pending violations of N.J.S.A. 52:27D-330 et seq. or N.J.A.C. 5:19-1.1 et seq., nor is the DCA aware of any financial issues concerning Fellowship Village CCRC which would warrant the DCA filing a lien pursuant to N.J.S.A. 52:27D-341.

If you have any questions, please contact me at (609) 984-7574.

Very truly yours,

By: _____
James F. Fahy, Bureau Chief
Bureau of Homeowner Protection

State of New Jersey, Department of Community Affairs, Bureau of Homeowner Protection
P. O. Box 805, Trenton, NJ 08625-0805 (Mail)
101 South Broad Street, 3rd Floor, Trenton, NJ 08608 (Delivery)
Phone: (609) 984-7905



EXHIBIT O

FELLOWSHIP VILLAGE
8000 FELLOWSHIP ROAD
BASKING RIDGE, NEW JERSEY 07920

A Lifecare Retirement Community of:

FELLOWSHIP SENIOR LIVING, INC.
(PROVIDER)
8000 Fellowship Road
Basking Ridge, New Jersey 07920

DISCLOSURE STATEMENT

NOTICE TO RESIDENT

THIS DISCLOSURE STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY. PURCHASERS SHOULD ASCERTAIN FOR THEMSELVES THAT THE UNIT OFFERED MEETS THEIR PERSONAL REQUIREMENTS. THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS HAS NEITHER APPROVED NOR DISAPPROVED THE MERITS OF THIS DISCLOSURE STATEMENT. BE SURE TO READ CAREFULLY ALL DOCUMENTS BEFORE YOU SIGN THEM.

THIS MATTER INVOLVES A SUBSTANTIAL FINANCIAL INVESTMENT AND A LEGALLY BINDING CONTRACT. IN EVALUATING THE DISCLOSURE STATEMENT AND THE CONTRACT PRIOR TO ANY COMMITMENT, IT IS RECOMMENDED THAT YOU CONSULT WITH AN ATTORNEY AND FINANCIAL ADVISOR OF YOUR CHOICE, IF YOU SO ELECT, WHO CAN REVIEW THESE DOCUMENTS WITH YOU.

Registration Number: C-20

Effective Date of Annual Disclosure Statement: July 3, 2019

Effective Date of First Amendment: August 8, 2019

Effective Date of Second Amendment: October 28, 2019

Effective Date of Third Amendment: November 4, 2019

Effective Date of Fourth Amendment: March 12, 2020

FELLOWSHIP VILLAGE
DISCLOSURE STATEMENT

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- EXHIBIT D-2 - FELLOWSHIP VILLAGE HISTORICAL SCHEDULE OF ENTRANCE FEES & MONTHLY SERVICE FEES – 90% REFUND PLAN FOR RESIDENCY AGREEMENTS EXECUTED ON OR AFTER JANUARY 1, 2018**
- EXHIBIT E-1 - FELLOWSHIP VILLAGE SCHEDULE OF MONTHLY SERVICE FEES EFFECTIVE JANUARY 1, 2020– TRADITIONAL REFUND PLAN FOR RESIDENCY AGREEMENTS EXECUTED BEFORE JANUARY 1, 2018**
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- EXHIBIT L - RESIDENT HANDBOOK**
- EXHIBIT M - INCENTIVE PROGRAM**

ADDITIONAL NOTICES TO RESIDENT

A PROSPECTIVE RESIDENT HAS THIRTY (30) DAYS TO REVIEW THIS DISCLOSURE STATEMENT AND THE WRITTEN EXPLANATION OF THE RESIDENT'S RIGHTS AND RESPONSIBILITIES PRIOR TO EXECUTING THE CONTINUING CARE RESIDENCY AGREEMENT

YOU HAVE THE RIGHT TO CANCEL THIS CONTRACT OR AGREEMENT BY SENDING OR BY DELIVERING WRITTEN NOTICE OF CANCELLATION TO THE PROVIDER BY MIDNIGHT OF THE 30TH CALENDAR DAY FOLLOWING THE DAY ON WHICH IT WAS EXECUTED BY BOTH PARTIES, OR AN INITIAL DEPOSIT WAS MADE. SUCH CANCELLATION IS WITHOUT PENALTY, AND ALL DEPOSITS MADE BY YOU SHALL BE REFUNDED, TOGETHER WITH INTEREST THEREON, EXCEPT FOR THE APPLICATION FEE AND FOR EXPENSES INCURRED BY THE PROVIDER AT THE RESIDENT'S SPECIFIC REQUEST, PROVIDED THAT SUCH EXPENSES ARE ITEMIZED AND SUPPORTED BY APPROPRIATE DOCUMENTATION.

I. INTRODUCTION

Fellowship Village is a lifecare retirement community located on approximately 72 acres at the intersection of Martinsville Road (County Route 525) and Allen Road in Bernards Township, Somerset County, New Jersey. Located on a gently rolling site surrounded by the Watchung Mountains, Fellowship Village is within 15 miles of banking, shopping and cultural activities. Fellowship Village is owned and operated by *Fellowship Senior Living, Inc.* (the “**Provider**” and the “**Owner**”) (formerly known as Fellowship Village, Inc.), a New Jersey not-for-profit corporation, exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code. In New Jersey, lifecare retirement communities, by statute, are referred to as “*Continuing Care Retirement Communities*” (“**CCRCs**”). The following information is presented pursuant to the *New Jersey Continuing Care Retirement Community Regulation and Financial Disclosure Act and Regulations* (the “**Act**”). The specific terms and conditions of residence at Fellowship Village are found in the applicable *Continuing Care Residency Agreement and General Conditions of Residency* (each a “**Residency Agreement**”). Fellowship Village has two forms of *Residency Agreement*, one for the *Traditional Refund Plan* which is discussed below, a copy of which is attached as **Exhibit A**, and one for the *90% Refund Plan* which is discussed below, a copy of which is attached as **Exhibit B**.

Because nontechnical language has been used in this Disclosure Statement, there may be

differences between the text of this booklet and the language of the *Residency Agreements*. In the event of any such differences, the terms of the applicable executed *Residency Agreement* shall govern. This Disclosure Statement is furnished for information purposes and is intended to disclose certain characteristics, interests offered, circumstances, and features of *Fellowship Village*. The *Residency Agreements*, copies of which are attached as exhibits, set forth in detail the rights and obligations of the *Provider* and the *Resident*.

The *Provider* offers two different types of *Residency Agreements*, the *Traditional Refund Plan* and the *90% Refund Plan*. The primary differences between the *Refund Plans* are: (1) the amount of the *Entrance Fees*; (2) the amount of the *Entrance Fee* refunded upon termination of the *Residency Agreement* following the expiration of the *Probationary Period*; (3) for *Residents* who execute a *Residency Agreement* for the *Traditional Refund Plan* on or after January 1, 2018 with a second person *Monthly Service Fee*, the amount of the second person *Monthly Service Fee* will change to the first person *Monthly Service Fee* for a one bedroom *Residence*, as in effect from time to time, if either person is permanently transferred to the *Health Care Center*, and (4) the number of days of care in an *Assisted Living Suite* ("*ALS*" or "*Assisted Living Suite*"), or *Skilled Nursing Suite* ("*SNS*" or "*Skilled Nursing Suite*") without an increase in the *Monthly Service Fee* to the *Discounted Non-Life Care Occupant Per Diem Rate*.

The amounts of the *Entrance Fees* for the *Traditional Refund Plan* and the *90% Refund Plan* are set forth in **Exhibit E** and **Exhibit F**, respectively. The amount of the *Entrance Fee* refund upon termination of the *Residency Agreement* following expiration of the *Probationary Period* for the *Traditional Refund Plan* and the *90% Refund Plan* is summarized below in Section III – Fees - Entrance Fees and is set forth in **Section F.2.a(3)(f)** of the applicable *Residency Agreement*.

Residents under a *Residency Agreement* with the *Traditional Refund Plan* are entitled to life-time care in the *ALS* and *SNS* upon payment of the *Monthly Service Fee*. The *Monthly Service Fee* may be increased by the *Provider* in accordance with **Section E.2.c** of the *Residency Agreement*, but under the *Traditional Refund Plan* such increase will not be based on the number of days of care a *Resident* receives in the *ALS* or *SNS*. The *Monthly Service Fee* will only be increased or decreased upon certification by the New Jersey Department of Community Affairs and thirty (30) days written notice to *Resident* of such change; except that the change which occurs under the *90% Refund Plan* in the *Monthly Service Fee* to be based on the *Discounted Non-Life Care Occupant Per Diem Rate* following utilization of all *Covered Benefit Days* and any changes in the amount of the *Discounted Non-Life Care Occupant Per Diem Rate* do not require such certification or 30 days advance notice. However, for *Residents* who execute a *Residency Agreement* for the *Traditional Refund Plan* on or after January 1, 2018 with a second person *Monthly Service Fee*, the second person *Monthly Service Fee* will change to the first person *Monthly Service Fee* for a one bedroom *Residence*, as in effect from time to time, if either person is permanently transferred to the *Health Care Center*.

Residents under a *Residency Agreement* with the *90% Refund Plan* receive a lifetime

allowance of sixty (60) total days of care in the *ALS* and *SNS* (the "**Covered Benefit Days**") without an increase in the *Monthly Service Fee* to the *Discounted Non-Life Care Occupant Per Diem Rate* as set forth in **Section D.2.b** of the *Residency Agreement* for the *90% Refund Plan*. Any day of care in the *ALS* or *SNS* for a *Resident* reduces the remaining days in the total 60 days of the *Covered Benefit Days*; a *Resident* does not have 60 days of *Covered Benefit Days* for the *ALS* and another 60 days of *Covered Benefit Days* for the *SNS*. In the event of double occupancy, each *Co-Resident* shall receive a lifetime allowance of sixty (60) *Covered Benefit Days* of care in the *ALS* and *SNS*. The *Covered Benefit Days* apply to each *Co-Resident* individually, and cannot be used in the aggregate or shared by *Co-Residents*.

After the utilization of all *Covered Benefit Days* under the *90% Refund Plan*, a *Resident* shall pay the *Discounted Non-Life Care Occupant Per Diem Rate* as in effect from time to time for care in the *ALS* or *SNS*. The *Discounted Non-Life Care Occupant Per Diem Rate* means ninety percent (90%) of the per diem rate charged by *Provider* to a non-life care occupant for the *ALS* or *SNS*, as applicable, as such per diem rate is in effect from time to time.

II. DESCRIPTION OF FACILITY

Current facilities owned by the *Provider* include: 257 Residential Residences ("**Residence(s)**") or "**RLS(s)**") located in 6 clusters of one-story and two-story buildings; 1 cluster of 3 duplexes (containing six cottages); and in 1 cluster (hereinafter referred to as "**Shiloh Cluster**") of seven duplexes (containing 14 cottages) and eight freestanding *RLSs*; a Community Center; a Maintenance Garage; a Greenhouse and a health care center containing various health care facilities, including assisted living suites (a portion of which are used for memory care) and skilled nursing suites (the "**Health Care Center**"). The *Provider* is undertaking a construction and renovation project described in more detail below.

Residents currently have a choice of a One-Bedroom, Deluxe One Bedroom, One-Bedroom with Den, Two-Bedroom, Two-Bedroom with Den, Villa, Cottage, Duplex and freestanding *Residence*. The *Residences* range in size from approximately 520 square feet, to approximately 2,200 square feet. All square foot measurements exclude porches, basements and attached garages where they exist in the *Residences*, basements in the cottages, villas and freestanding *RLSs*, and garages in the cottages, duplexes and freestanding *RLSs*. Each *Residence* is of fire resistant construction and is furnished with wall-to-wall carpeting (or in some cases wood laminate flooring) (excluding in either case in basements where they exist), individually controlled heating and air conditioning, a private covered porch, washer & dryer, and an all-electric kitchen. *Residences* have an emergency call system in the bedrooms and bathrooms, as well as fire/smoke detectors. All of the *Residences*, except those 22 in the *Shiloh Cluster*, have a fire sprinkler system.

Each resident, unless his/her *RLS* includes an attached garage, has access to unassigned parking. Additional parking is available for guests, administration and employees. Carports with a lockable storage area are available for an additional charge.

The *Health Care Center* contains 54 licensed skilled nursing care beds (consisting of 11 semi-private and 32 private rooms) on the first floor, including physical, occupational and speech therapy services, and 81 licensed assisted living units (consisting of 6 semi-private and 69 private rooms) on the second and third floors for those who do not require skilled nursing care but who cannot live independently, surrounding an interior courtyard. There are lounge and recreational facilities on all floors of the *Health Care Center*, and unit specific dining facilities on both the first and second floors.

The *Provider* has commenced a 3 year construction and renovation project which includes the replacement, renovation and expansion of the *Health Care Center* which will create: (1) three “households” containing a combined total of 67 licensed skilled nursing care beds, conversion of semi-private skilled suites to private suites, resulting in an addition of 13 skilled nursing care beds, (2) three “households” containing a combined total of 55 licensed assisted living beds, which includes the conversion of the existing assisted living suites from studios to one bedroom suites and the conversion of 12 assisted living beds to memory care beds, resulting in a reduction of 12 assisted living beds, (3) two “households” containing a combined total of 37 memory care suites, which includes the conversion of 12 assisted living suites to memory care suites, construction of 11 memory care suites, resulting in an addition of 23 memory care beds, and (4) the construction of an approximately 240 seat multi-purpose auditorium/theater. As of May 31, 2019, three (3) of the new households have been completed and occupied. Residents that were occupying rooms in the next stage of renovation within the original building have been relocated to the new households.

The *Community Center* is approximately 52,500 square feet in size and contains a commercial kitchen, which services both the *Health Care Center* and independent living residents, central dining areas and private dining areas. The *Community Center* houses the *Provider's* administrative staff as well as living room areas, a library, reading room, meeting rooms, craft rooms, gift shop, beauty/barber shop, bank, woodworking shop, indoor pool, exercise room, billiard room and a clinic (“**Wellness Center**”).

The *Provider* maintains an Emergency Preparedness and Response Plan to serve as guidance to the departments and staff of the *Provider* in the event of an emergency (such as a sudden power outage) or a potential emergency situation (such as a forecast of a severe storm). The Plan includes steps to attempt to notify residents of the emergency or potential situation, provides alternative meal arrangements for residents at Fellowship Village if normal meal service is disrupted, and provides guidance to staff in the *Health Care Center* for the care of residents. The Plan includes a hierarchy of responsible staff of the *Provider* for implementation of the Plan, and the most senior individual is the Chief Executive Officer, Brian Lawrence, 908-580-3800.

III. FEES

There are four types of fees required of the residents of *Fellowship Village*: (1) a Non-Refundable Application Processing Fee (“**Application Fee**”); (2) a Refundable Entrance Fee Deposit (“**Entrance Fee Deposit**”); (3) an Entrance Fee (“**Entrance Fee**”); and (4) a

Monthly Service Fee (“**Monthly Service Fee**”). The *Provider* substantially altered the amounts of the *Entrance Fees* and *Monthly Service Fees* for the *Traditional Refund Plan* and the *90% Refund Plan* for *Residency Agreements* executed on or after January 1, 2018, which resulted generally for those *Residency Agreements* in higher *Entrance Fees*, the elimination of the second person *Entrance Fee*, and lower *Monthly Service Fees*. Consequently, the *Provider* has one set of *Monthly Service Fees* for *Residency Agreements* (*Traditional Refund Plan* or *90% Refund Plan*) executed before January 1, 2018 and a different set of *Monthly Service Fees* for *Residency Agreements* (*Traditional Refund Plan* or *90% Refund Plan*) executed on or after January 1, 2018. The historical schedule of *Entrance Fees* and *Monthly Service Fees* for the *Traditional Refund Plan* for *Residency Agreements* executed before January 1, 2018 is attached as **Exhibit C-1**. The historical schedule of *Entrance Fees* and *Monthly Services Fees* for the *90% Refund Plan* for *Residency Agreements* executed before January 1, 2018 is attached as **Exhibit D-1**. The historical schedule of *Entrance Fees* and *Monthly Service Fees* for the *Traditional Refund Plan* for *Residency Agreements* executed on or after January 1, 2018 is attached as **Exhibit C-2**. The historical schedule of *Entrance Fees* and *Monthly Services Fees* for the *90% Refund Plan* for *Residency Agreements* executed on or after January 1, 2018 is attached as **Exhibit D-2**. *Resident* is also required to pay an annual fee to the Residents' Association as described below. The annual fee is currently \$50.

A. Non-Refundable Application Processing Fee

A one-time non-refundable *Application Fee* of \$250 per *Residency Agreement* is due at the time of application to *Fellowship Village*.

B. Refundable Entrance Fee Deposit

A refundable *Entrance Fee Deposit* of \$1,000 per *Residency Agreement* must be submitted with the application forms. The *Entrance Fee Deposit* of \$1,000 will be held by Peapack-Gladstone Bank and credited to the payment of the ten percent (10%) *Entrance Fee* described in **Section III.C**.

C. Entrance Fee

The *Entrance Fee* is a one-time payment based upon: (1) the type of *Residence* selected by the *Resident*, (2) the number of occupants, and (3) whether the *Resident* signs a *Residency Agreement* for the *Traditional Refund Plan* or the *90% Refund Plan*.

Prior to the *Date of Residency* (defined later in this **Section**), a *Resident* may change the type of *Residence* and thus the *Entrance Fee* will be adjusted accordingly. The current *Entrance Fees* for each type of *Residence* under the *Traditional Refund Plan* are set forth in **Exhibit E**. The current *Entrance Fees* for each type of *Residence* under the *90% Refund Plan* are set forth in **Exhibit F**.

Prior to the *Date of Residency*, a *Resident* may only change the *Entrance Fee* refund plan by terminating the *Residency Agreement* which the *Resident* has signed in accordance with the terms of that *Residency Agreement* and applying to *Fellowship Village* to enter

into another *Residency Agreement* for the other *Entrance Fee* refund plan.

A deposit equal to ten percent (10%) of the *Entrance Fee*, of which \$1,000 previously submitted by the *Resident* as an *Entrance Fee Deposit* will be credited, is due and payable at the time the *Provider* advises a prospective *Resident* that the *Residency Agreement* is ready for execution, and it will be held by Peapack-Gladstone Bank. The remaining ninety percent (90%) of the *Entrance Fee* is due on the *Date of Residency*. The *Date of Residency* (“**Date of Residency**”) is defined as when the resident (1) signs the *Residency Agreement* and (2) pays the *Entrance Fee* and (3) begins payment of the *Monthly Service Fee*. The *Entrance Fee* shall be due and payable no later than on (1) the date of occupancy of the selected *Residence* or (2) within thirty (30) days of the date the *Residence* is available for occupancy (unless extended at the sole discretion of the *Provider*), whichever occurs first. Payment of the *Entrance Fee* is described in detail in **Section E.1** of the attached *General Conditions of Residency*.

Prior to full payment of the *Entrance Fee* and commencing payment of the *Monthly Service Fee*, should a prospective *Resident* decide to not enter *Fellowship Village* and to cancel the *Residency Agreement*, all *Entrance Fee* payments will be refunded, with interest, less the *Application Fee* and any costs incurred by *Fellowship Village* at the specific request of the *Resident*. Refunds will be paid to the *Resident* within a period of either thirty (30) or ninety (90) days of receipt by the *Provider* of the notice of cancellation and the other conditions in the *Residency Agreement*; the time period is determined by the above provision under which the *Resident* terminates.

A *Resident* may terminate the *Residency Agreement* at any time within sixty (60) days after the *Date of Residency* (the “**Probationary Period**”) and will receive a refund of the *Entrance Fee*, without interest, less any unpaid charges and any costs incurred by *Fellowship Village* at the specific request of the *Resident* and set forth in an Addendum to the *Residency Agreement*, to the extent those costs were not paid by the *Resident*. Refunds will be paid to the *Resident* upon the occurrence of the following:

- (a) payment of a \$500 reprocessing charge and the other conditions in the *Residency Agreement*; and
- (b) the *Date of Residency* of a subsequent *Resident* who has chosen the same *RLS* and the expiration of the thirty (30) day *Rescission Period* (as defined in **Section F.1.** of the *General Conditions of Residency*) for the subsequent *Resident*; or
- (c) within ninety (90) days of termination of the *Residency Agreement* (as per **Section F.** of the *General Conditions of Residency*), whichever of (b) or (c) occurs first.

Refunds resulting from termination during the *Probationary Period* will be paid to the *Resident* upon the *Date of Residency* of a subsequent *Resident* who has chosen the same *RLS* and upon expiration of the thirty (30) day *Rescission Period* (as defined in **Section**

F.1. of the *General Conditions of Residency*) for the subsequent *Resident*, or within ninety (90) days of termination of the *Residency Agreement* (as per **Section F.** of the *General Conditions of Residency*), whichever occurs first, and the other conditions in the *Residency Agreement*.

After expiration of the *Probationary Period*, the *Residency Agreement* for the *Traditional Refund Plan* provides (as per **Section F.2.a(3)(d)**) that a *Resident*, upon death or withdrawal from *Fellowship Village*, will receive a refund of the *Entrance Fee*, without interest, less the sum of the following:

1. Two percent (2%) of the *Entrance Fee* for each month and any portion thereof from the date the *Resident* occupied or had the right to occupy a *Residence*; plus
2. Three percent (3%) of the *Entrance Fee* for each month and any portion thereof of residency in a licensed *Assisted Living Suite*; plus
3. Four percent (4%) of the *Entrance Fee* for each month and any portion thereof of residency in a licensed *Skilled Nursing Suite*; plus
4. Any unpaid charges and any financial subsidy provided by the *Provider*.

After expiration of the *Probationary Period*, the *Residency Agreement* for the *90% Refund Plan* provides (as per **Section F.2.a(3)(d)**) that a *Resident*, upon death or withdrawal from *Fellowship Village*, will receive a refund of the *Entrance Fee*, without interest, less the sum of the following:

1. A fee for processing and refurbishment equal to ten percent (10%); plus
2. Any unpaid charges and any financial subsidy provided by the *Provider*; provided, however, in the event that the *Monthly Service Fee* for a *Resident* is increased after utilization of all *Covered Benefit Days*, the *Provider* has the option to elect to not bill the *Resident* for such increase (the "**Increase Charge Amount**"), and to instead bill the *Resident* for what the *Monthly Service Fee* would be if it were not increased by the *Increase Charge Amount* and to charge the *Increase Charge Amount* against the amount of the *Entrance Fee* that is refunded, with the result that the amount of the *Entrance Fee* that is refunded will be reduced.

Refunds resulting from termination after the *Probationary Period* will be paid to the *Resident* and other *Residents* who executed a *Residency Agreement* on or after November 15, 2018 based on sequential refund numbers issued by *Provider* based on when they vacate their *Residences* and making refunds using funds, to the extent available, from a pool of *Entrance Fees* received by the *Provider* from the reoccupancy of certain *Residences* for which a *Residency Agreement* has been entered into on or after November 15, 2018, and the other conditions in the *Residency Agreement*.

D. Monthly Service Fee

The amount of the *Monthly Service Fee* is based on: (1) the *Residence* selected by the

Resident, (2) the number of occupants, (3) for *Residents* who execute a *Residency Agreement* for the *Traditional Refund Plan* on or after January 1, 2018, with a second person *Monthly Service Fee*, the second person *Monthly Service Fee* will change to the first person *Monthly Service Fee* for a one bedroom *Residence*, as in effect from time to time, if either person is permanently transferred to the *Health Care Center*, and (4) for a *Resident* who signs a *Residency Agreement* for the *90% Refund Plan*, whether the *Resident* receives care in an *ALS* or *SNS* in excess of the *Covered Benefit Days*. After the utilization of all *Covered Benefit Days* under the *90% Refund Plan*, a *Resident* shall pay the *Discounted Non-Life Care Occupant Per Diem Rate* as in effect from time to time for care in the *ALS* or *SNS*.

Responsibility for payment of the *Monthly Service Fee* begins on the *Date of Residency*.

The current *Monthly Service Fee* for the *Traditional Refund Plan* is set forth in **Exhibit E** and for the *90% Refund Plan* is set forth in **Exhibit F**. The *Monthly Service Fee* will only be increased or decreased upon certification by the New Jersey Department of Community Affairs and thirty (30) days written notice to *Resident* of such change; except that the change which occurs under the *90% Refund Plan* in the *Monthly Service Fee* to be based on the *Discounted Non-Life Care Occupant Per Diem Rate* following utilization of all *Covered Benefit Days* and any changes in the amount of the *Discounted Non-Life Care Occupant Per Diem Rate* do not require such certification or 30 days advance notice.

E. Residents' and Members' Association Fee

In addition, *Resident* shall pay on the *Date of Residency* and on the first day of each January thereafter a fee of \$50 (subject to change by Fellowship Village) for the Residents' and Members' Association, regardless of whether *Resident* serves on the Residents' and Members' Association. If the *Resident* is more than one person, the fee shall be charged for each person.

F. Incentives

Any incentive program currently offered by Provider is attached as Exhibit M.

IV. SERVICES

Payment of the *Entrance Fee* and continual payment of the charges on the *Monthly Service Fee* Statement entitles the *Resident* to lifetime services provided by or at the direction of *Fellowship Village* and includes admittance to and provision of lifetime care, as necessary, in an Assisted Living or in a Skilled Nursing Care Facility in accordance with the terms of the *Residency Agreement*. The following services are included in the Monthly Service Fee without additional charge:

- (1) Two alternative meal programs: Declining Balance Dining Program or the Monthly Meal Credit Program. The *Resident* selects which program in accordance with the *Residency Agreement*, and is responsible for the charges associated with the selected program. Permanent transfer to the *ALS* or *SNS* changes the meal payments. See **Section D.3.a** of the *Residency Agreement*.
- (2) Tray service for meals, when ordered or approved by a Community Physician or his/her licensed designee. Tray service will be limited to a maximum of fourteen (14) consecutive days.
- (3) Buildings and grounds maintenance, and housekeeping in all common areas and in *Residences* of *Fellowship Village* (light weekly and heavy annually).
- (4) Necessary repairs, maintenance and replacement of property and equipment owned by *Fellowship Village*. *Residents* will be solely responsible for his/her personal property.
- (5) Weekly laundered set of flat bed linen and bath towels.
- (6) Limited regularly scheduled transportation services to shopping centers, banks and other points of common interest within approximately ten (10) miles of *Fellowship Village*.
- (7) All utilities except telephone and satellite/cable television fees. The *Provider* will furnish water, sewer, electricity for lighting and cooking, heat and air conditioning as reasonably required for the comfort of the *Resident*, satellite or cable television and telephone wiring, trash and snow removal (walks, parking areas and roadways) and lawn maintenance. *Residents* are responsible for taking their trash and other recyclables to

designated areas.

- (8) Nursing Care, Assisted Living and Medical Services as outlined in **Section D.2** of the *Residency Agreement*.
- (9) Therapeutic diets when ordered or approved by a Community Physician or his/her licensed designee.
- (10) Planned activities - social, cultural, recreational, educational, and spiritual.
- (11) Each *Resident*, unless his/her *RLS* includes an attached garage, will have access to unassigned parking. Additional unassigned parking is available for guests.
- (12) Use of all common and activity areas and private dining rooms, as per the Policies & Procedures of Fellowship Village and subject to special scheduling if necessary.
- (13) Emergency Call System in the *Residence* (bedrooms and bathrooms) by which *Resident* may contact personnel who will be available to respond to emergencies twenty-four (24) hours a day.
- (14) Personnel responsible for Security on duty during the evening and night hours.
- (15) Fire/smoke detection system, consisting of smoke and heat detectors in the *Residences* and common areas connected to a central monitoring station. A fire sprinkler system in all *Residences*, except those in the *Shiloh Cluster*.
- (16) Locked individual mailboxes within the *Community Center*.
- (17) Walking & hiking paths, and garden plots on the property of *Fellowship Village*.

PROSPECTIVE RESIDENTS OF *FELLOWSHIP VILLAGE* SHOULD REVIEW THE ATTACHED *RESIDENCY AGREEMENT* FOR THE *TRADITIONAL REFUND PLAN (EXHIBIT A)* AND THE ATTACHED *RESIDENCY AGREEMENT* FOR THE 90% REFUND PLAN (**EXHIBIT B**) FOR SPECIFIC DETAILS CONCERNING THE ABOVE-MENTIONED SERVICES.

The following services are available to *Residents* at an additional charge:

- (1) Guest meals and catering for private parties.
- (2) Housekeeping service in addition to the weekly and annual services.
- (3) Beautician and barber services in the *Fellowship Village* beauty/barber shop.
- (4) Gift shop for toiletries, cards, etc.
- (5) Coffee Service and Convenience Area for purchase of food items located either in an informal dining area or in the Gift Shop.
- (6) Meals in addition to the one (1) meal per day (lunch or dinner) provided as part of the *Monthly Service Fee* or in addition to the meals available under the Declining Balance Dining Program.
- (7) Carport parking with storage.
- (8) Telephone, internet, and satellite/cable television service.

Residents are responsible for paying the charges for such services to *Fellowship Village* or to the provider of the service, whichever is applicable. A published schedule of fees for the additional services and conveniences will be available in the office of the Director of Finance. The available services and applicable fees will change periodically.

V. BOARD OF DIRECTORS AND CORPORATE AFFILIATIONS

BOARD OF DIRECTORS

Fellowship Senior Living, Inc., which operates *Fellowship Village*, is governed by a Board of Directors, meeting bi-monthly, and currently consisting of nine (9) members. The By-Laws of Fellowship Senior Living, Inc. provide for a maximum of thirteen (13) members. No Officer or Director holds any equity or beneficial interest in Fellowship Senior Living, Inc. The By-Laws provide that members of the Board of Directors serve without compensation and are elected for staggered terms of varying lengths. The current members of the Board, with a description of their relevant backgrounds, affiliations and experience are set forth below:

Stanley J. Morin, CPA, Chairman of the Board

Mr. Morin is a *Certified Public Accountant* with certifications in New Jersey, New York and Pennsylvania and sole member of Stanley J. Morin and Associates, PC . He is semi-retired with over forty five years experience in public accounting and taxation and has been a frequent speaker on various related topics. His concentrations are primarily in non-profit, corporate, and taxation matters. Mr. Morin is a graduate of *Husson College* in Bangor, Maine with graduate work at *Fairleigh Dickenson University*. He is a member of various non-profit and charitable organizations as a director/trustee, finance committees, audit committees of these organizations. He is a trustee/secretary of the Jack Weisberg Charitable Foundation, trustee of Project Advantage, member of the finance committee, audit committee, and strategic planning of the Hemlock Farms Community Association. Mr. Morin is a member of the *Whippany Rotary Club* and has served in various capacities. He is an active member of the *New Jersey State Society of CPAs* having served as a trustee and currently on the non-profit, accounting and auditing, and professional conduct and ethics committees (former chairman). Mr. Morin resides with his wife in Rockaway, New Jersey and has three children and three grandchildren.

Paul E. Achenbach, CPCU

Mr. Achenbach serves as Business Manager of *Fellowship Deaconry Ministries* where he has served since 2008. Mr. Achenbach is a member of Millington Baptist Church in Basking Ridge and is a graduate of *Rutgers*, The State University of New Jersey holding a Bachelor of Science degree in Mechanical Engineering. He worked in the insurance business for 16 years, first with the W.R. Berkley Corporation and later with Odyssey Re Holdings Corporation. With a CPCU designation from the *American Institute for Chartered Property Casualty Underwriters*, Mr. Achenbach has nine years of experience in underwriting treaty reinsurance and primary program insurance products. Mr. Achenbach is a native and resident of Bernards Township, NJ where he resides with his wife and five children.

George L. Fricke

Mr. Fricke has been a resident of Fellowship Village since 2013. Mr. Fricke was born in West Orange, NJ and graduated from Rutgers University, New Brunswick, NJ with a BS in Business Administration. He served in the U.S. Navy during the Korean War as a Naval Officer on a Destroyer and at the Bureau of Naval Personnel in Washington, D.C. Mr. Fricke retired from New Jersey Bell in 1988 after 33 years in the Bell System in various management positions in the Traffic, Operator Services, Engineering, Switching, Network, Personnel, and Training and Development Departments. He served on the Board of Trustees of Thomas Edison State College, Trenton, NJ for 22 years and was honored in 2011 by being named Trustee Emeritus of the College. Mr. Fricke was awarded an honorary Doctor of Humane Letters upon retirement from the Thomas Edison State College Board. He is active in the Presbyterian Church in Basking Ridge as an Elder and Church Historian. Mr. Fricke has served as a member of the Residents' and Members' Council, Chair of the Operations Committee, Secretary of the Communications Committee, and an instructor at the Saturday iPad club for seniors at Fellowship Village.

Dr. Suzanne Shugg

Dr. Suzanne Shugg has over 20 years of experience in healthcare. Suzanne started as a registered nurse and continued her education to practice as an Advanced Practice Nurse, a Doctor of Nursing Practice, and a lipid specialist. Dr. Shugg is currently the Director of Preventive Cardiovascular Care at NJ Cardiology Associates, which is affiliated with St. Barnabas Medical Center.

She is the CEO of Teleplus HealthCare, a medical software company that enables hospitals and providers to manage chronic care illnesses on a population level. Dr. Shugg has a strong belief in disease prevention and preservation of quality of life. Dr. Shugg has practiced various aspects of acute care and cardiology across the health care spectrum, and she has also worked as a consultant to several hospitals to establish preventive care, chronic care management and telemedicine. Dr. Shugg earned her undergraduate degree at the University of Massachusetts, Amherst, her master's at Seton Hall University and her Doctorate at Rutgers University.

James P. Huether

James P. Huether, CPA (inactive), has 40 years of accounting, finance and reporting experience. He has worked for General Electric, International Flavors & Fragrances Inc. and most recently with L'Oreal USA, Inc. as Senior Vice President Finance and Corporate Controller. Mr. Huether has implemented many initiatives during his career that resulted in significant cost savings, efficiencies, and growth.

He is a member of the American Institute of Certified Public Accountants, New Jersey Society of Certified Public Accountants and a member of the Audit Committee for the National Association of Manufacturers. Mr. Huether graduated from Seton Hall University with a Bachelor's Degree in Accounting and subsequently received an MBA in Finance. Mr. Huether is active in St. Bartholomew the Apostle RC Church in Scotch Plains. He has lived in Scotch Plains for 36 years with his wife Alice and has three sons

and one grandson.

Rev. Rick Morley

Reverend Rick Morley joined the Fellowship Senior Living, Inc. Board in 2015. Reverend Morley serves as Rector of St. Mark's Episcopal Church in Basking Ridge since 2009 and the Dean of the Watchung Convocation since 2012. Church and God has always been a part of Reverend Morley's life. Church provided a sense of community and family where you feel safe and loved. It is the abiding Presence of God that holds everything together.

Reverend Morley attended Saint Joseph's University and received a BS in Psychology and Departmental Honors in Theology where he experienced God in the ritual, art, gesture, and Sacrament in the regular celebration of the Holy Eucharist. It changed his life forever, and that experience helped bring him into The Episcopal Church, where he heard a call to ordained ministry. Reverend Morley received his Master of Divinity in 2002 from The Candler School of Theology at Emory University and became an ordained priest in the same year.

The experiences of being an area Missioner for Western Maryland, marriage, parenthood, and being priest and pastor to the people continue to shape his understanding of God in Christ. For Reverend Morley, it is the relationship with God with Christ that matters. Reverend Morley wants to help others to desire and delve into their own unique, authentic, intimate relationship with God too. Reverend Morley wants to help inspire people to become disciples of Jesus, and to inspire disciples to become apostles.

Reverend Morley lives in Basking Ridge with his loving wife and two daughters.

Pastor Ted Harvey

Pastor Ted Harvey joined the Board of Directors of Fellowship Senior Living, Inc. in 2015. Pastor Harvey was born and raised in East Texas,. He received a Bachelors in Radio and Television Communications from Stephen F. Austin State University and graduated from Southwestern Theological Seminary in Ft. Worth, Texas in 1988 with a Masters in Religious Education.

Pastor Harvey has served as Pastor in several Churches, and since 1999 has served as the Senior Pastor at Somerset Hills Baptist Church in Basking Ridge. Pastor Harvey has volunteered and served in many leadership roles including the Leadership Team of the North Jersey Network of Churches since 2008, an Executive Board Member of the Baptist Convention of New York (BCNY) since 2003, and currently serves as chairman of BCNY.

Pastor Harvey seeks to lead others to Christ by sharing his faith, encouraging people to fellowship with other Christians through membership, maturing the body of Christ through discipleship, equipping others for ministry through the discovery of their spiritual gifts, and motivating them in missions involvement through exalting God in worship. He is called to serve as a pastor in an evangelical Christian church, using skills in leading, administering, preaching/teaching, counseling, and discipline.

Pastor Harvey resides in Basking Ridge with his wife of 32 years and they have a son and daughter.

Dr. Lou Matlack

Dr. Lou Matlack joined the Fellowship Senior Living, Inc. Board in 2015. Dr. Matlack is a life-long resident of New Jersey. He earned his BA from Haverford College and was accepted in Phi Beta Kappa, the oldest undergraduate academic honors society in the United States. Matlack earned his M.A. and PhD in chemistry at Princeton University.

Dr. Matlack's experience covers technical and business management in the paint and coatings industry; in the paper industry as a research director; and in the plastic foam industry as manufacturing manager and finally as Vice President, Business Development. He also served as CEO of a public firm. Dr. Matlack has extensive experience with capital projects and strategic planning.

After his "retirement", Dr. Matlack built a professional mediation practice in land use and zoning disputes with extensive experience in conflict management and dispute resolution. In 1999, Dr. Matlack remarried and moved to the Bernardsville area. For over 50 years Dr. Matlack has volunteered on a wide variety of Boards, including over 20 years on the Moorestown, NJ Planning Board of which 10 years was as chairman and on the board of a continuing care retirement community. Dr. Matlack's parents reside in a continuing care retirement community.

Jeffrey Zenna, Esq.

Mr. Zenna joined the Fellowship Senior Living, Inc. Board in 2016. Mr. Zenna is an experienced plaintiff personal injury lawyer and a partner at Blume, Forte, Fried, Zerres and Molinari located in Chatham, NJ since 2014. He is a graduate of the City University New York School of Law (J.D., 1991). After law school, he completed a Judicial Clerkship for the Honorable Mahlon Fast, J.S.C. Since joining the law firm, he has received a Master of Laws Degree at New York University School of Law (L.L.M., 1997). Mr. Zenna is a member of the Essex, Hudson, and Morris County Bar Associations. He is also admitted to the U.S. Court of Appeals (3rd Circuit). As a member of the Association of Trial Lawyers of America, he has lectured for that association with regard to trial advocacy. In 2010, he lectured for the New Jersey Association for Justice regarding the use of Rebuttal Testimony, and he has been a member of the William J. Brennan, Jr. Inns of Court since 1997. Mr. Zenna is a long-standing member of the New Jersey chapter of The Miami Project, dedicated to the cure of paralysis, and he was approved in 2013 to sit on the State Supreme Court's 10B Ethics Committee for Morris County for a 4-year term.

CORPORATE AFFILIATIONS

Fellowship Village was developed and is operated by Fellowship Senior Living, Inc. The Fellowship Deaconry, Inc. (which is now the headquarters for the Evangelical Fellowship Chapels throughout the United States and Canada), is not in any way responsible for the financial or contractual obligations of Fellowship Senior Living, Inc. A brief history of

the Fellowship Deaconry follows:

During the late 1800s a spiritual awakening touched various areas of Germany. This revival came to be known as the "Fellowship Movement". In February 1899, four pastors established a Fellowship Deaconess Home as a branch of service within the "Fellowship Movement" and by 1942 the Fellowship Deaconry had approximately 4,000 Sisters and Brothers serving the Lord on 714 stations.

With the German immigration to the United States, two deaconesses came to the United States in 1929 and established a Nursing Ministry in Philadelphia, Pennsylvania and later in Orange, New Jersey.

Responding to the need for new deaconesses, it was decided to establish a Motherhouse in the United States and in 1933 three acres were purchased in Liberty Corner, New Jersey. The Fellowship Deaconry eventually occupied approximately 122 acres of land.

Ministries conducted from the Fellowship Deaconry include: a summer conference ministry with speakers and concerts; foreign missionary work in Japan and Taiwan; a Christian bookstore; a summer day camp; youth ministries in the Youth Center; and Sunshine Preschool.

VI. PROVIDER'S MANAGEMENT & FOOD SERVICES MANAGER

PROVIDER'S MANAGEMENT

The background and expertise of certain officers of Fellowship Senior Living, Inc. are outlined below.

Brian G. Lawrence, President and CEO

Mr. Lawrence has over 20 years of Health Care and Continuing Care Retirement Community (CCRC) experience. He began serving Fellowship Senior Living, Inc. as Chief Financial Officer in 1999 and in 2006 the title of Executive Vice President was added. With a very well rounded understanding of the CCRC business and 10 years of progressively senior responsibility at Fellowship Village Mr. Lawrence assumed the duties of President and CEO in 2009. Mr. Lawrence is a Licensed Nursing Home Administrator, a Certified Public Accountant and holds a Bachelor's Degree in Accounting from *Seton Hall University* where he graduated Magna Cum Laude and an Executive Masters of Business Administration in Finance from the *Stern Graduate School of Business at New York University*. As President and CEO Mr. Lawrence is currently leading Fellowship Village's senior management team with responsibility for overall health services, independent living and home community based health services operations and performance. Mr. Lawrence actively participates with the Fellowship Village Board of Directors, ensuring the execution of strategic planning and development initiatives. He directs many essential functions that are managed and executed by the senior management team, and keeps his number one priority to be maintaining a high level of care and services to Residents, Members and Patients as well as the sound financial health of Fellowship Village. He serves on the Board of Directors of the Visiting Nurse Association of Somerset Hills and LeadingAge New Jersey and is a member of the *American Society on Aging, LeadingAge, Healthcare Financial Management Association, American Institute of Certified Public Accountants, and New Jersey Society of Certified Public Accountants*. He resides in Short Hills, New Jersey with his wife, son and daughter.

Mark F. Mazzella, CFO

Mr. Mazzella has over 25 years of experience in the health care, real estate management and development and not-for-profit communities. He holds a Bachelors of Business Administration Degree in Accounting and Information Systems and studied at Pace University. He began his career in public accounting specializing in health care as an audit manager in the Health Care Services Group in the firm of UKW. He then progressed as a member of upper management at Terence Cardinal Cooke Health Care Center where he progressed through senior leadership roles serving as CFO, COO and EVP, where he lead the programmatic and financial growth for this multi-faceted health care facility. Mr. Mazzella then served as the CFO and COO at Highbridge Community Development Corporation, a not-for-profit real estate management and development company specializing in senior and affordable housing. Mr. Mazzella is a member of the American College of Health Care Age Executives, and he resides in Ramsey, New Jersey with his wife and two children.

FOOD SERVICE MANAGER

In addition to *Fellowship Village's* management, the Board of Directors has contracted with the following firm to provide services in conjunction with the operation of *Fellowship Village*:

Unidine Lifestyles serves as Food Service Manager.

The background and expertise of the Food Service Manager are outlined below.

Unidine Lifestyles

Fellowship Village retained Unidine Lifestyles as *Fellowship Village's* Food Service Manager. Unidine Lifestyles, a member of Compass Group North America, is dedicated to providing food, nutrition and wellness, EVS and hospitality services to senior living communities across the United States. Unidine Lifestyles has over 160 registered dietitians, 270 executive chefs, 2,800 hospitality associates and 785 professional food service team members. Committed to providing individualized, superior service, and respectful, ethical care, Unidine Lifestyles offers delicious and healthful foods that are responsibly sourced. The Boston based company serves more than 260 senior living clients in 29 states, including some of the largest and most prominent senior living communities in the United States.

VII. APPLICABLE LAWS AND REGULATIONS

Fellowship Village is subject to governmental regulations on the local, state and federal levels. A list of the public agencies having jurisdiction over *Fellowship Village*, together with a description of the laws and regulations that apply to *Fellowship Village*, are in **Exhibit I**. Copies of all current license and inspection reports are available for review during normal business hours, in the administrative office(s) or the *Health Care Center*.

VIII. RESERVE FUNDS

The *Act* requires facilities to establish liquid reserves in an amount equal to the greater of:

- A. The total of all principal and interest payments due during the next twelve (12) months on account of any mortgage loan or other long-term financing of the facility; or
- B. Fifteen percent (15%) of the projected annual operating expenses of the facility, exclusive of depreciation.

Fellowship Village satisfied the liquid reserve requirement with the established debt service reserve fund and debt service fund that was part of the Series 2013 Public Finance Authority bond financing. The funds currently hold \$3,547,743 and \$2,514,132, respectively, representing the approximate maximum annual debt service on the Series 2013 Bonds which is projected to exceed the amount required pursuant to the *Act*. The funds are held by The Bank of New York Mellon, the trustee for the Series 2013 Bonds. Attached as **Exhibit K** is the Certification of Compliance With Liquid Reserves.

Decisions concerning the investment of these funds will be made by the Board of Directors of Fellowship Senior Living, Inc.

IX. RESIDENTS' ASSOCIATION

Fellowship Village has a Residents' Association. Regularly scheduled resident meetings are held to enable the residents to ask questions and to permit *Fellowship Village's* management and Board of Directors to communicate with the residents. *Fellowship Village's* staff is available to attend Residents' Association meetings, as invited, to discuss subjects which may include proposed changes in policies, programs and/or services.

X. FINANCIAL INFORMATION

Audited financial statements of the *Provider* for the years ending December 31, 2018 and December 31, 2017 are attached as **Exhibit G** (such financial statements with respect to the year ended December 31, 2018 are referred to as the "2018 Financial Statements").

A pro forma income statement of the *Provider* for the year ending December 31, 2019 is attached as **Exhibit H** (the "2019 Pro Forma"). The 2019 Pro Forma was derived from the actual performance of the *Provider* during the first four months of 2019 and the projected performance of the *Provider* for the last eight months of 2019. The 2019 Pro Forma may not reflect actual events in the future, since future events frequently do not occur as anticipated, and the change could be material. A number of factors could affect the *Provider's* actual results for 2019 and cause the actual results for 2019 to differ materially from the 2019 Pro Forma, including, without limitation, legislation, regulatory changes or actions, economic conditions, increased competition from other senior care providers, changes in the demand for senior care services, and litigation.

The Pro Forma Income Statement of the *Provider* for the year ended December 31, 2018 (the "2018 Pro Forma") was submitted to the DCA on or about June 30, 2018 and is attached to the Disclosure Statement for last year. The information in the 2018 Pro Forma was derived from the actual performance of the *Provider* during the first four months of 2018 and the projected performance of the *Provider* for the last eight months of 2018. The actual results, as stated in the 2018 Financial Statements, which are attached to this Disclosure Statement in **Exhibit G**, have some variances from the 2018 Pro Forma.

Revenues for "Resident services" shown in the 2018 Financial Statements were lower than the corresponding entry in the 2018 Pro Forma by the amount of \$1,083,347 (-4%). This variance was mostly due to lower than expected census. Revenues for "Patient revenue from nonresidents" shown in the 2018 Financial Statements were higher than the corresponding entry in the 2018 Pro Forma by the amount of \$563,221 (+9.8%). This variance was the result of higher Medicare census. Revenue for "Home Community based services" shown in the 2018 Financial Statements was higher than the corresponding entry in the 2018 Pro Forma by the amount of \$482,861 (+7.8%). This was mostly due to the increase in the number of clients requiring home care services as well as the expansion of Hospice Services. Revenue for "Other revenue" shown in the 2018 Financial Statements was higher than the corresponding entry in the 2018 Pro Forma by the amount of \$315,688 (+6.1%).

Expenses for “Salaries and benefits” shown in the 2018 Financial Statements were higher than the corresponding entry in the 2018 Pro Forma by the amount of \$678,630 (+3.4%). This variance was a result of increased staffing hourly wage rates as well as additional personnel to service clients in HCBS programs. Expenses for “Contracted services” were higher than the corresponding entry in the 2018 Pro Forma by the amount of \$100,103 (+1.87%). This was due to increases in contract labor rates and an increase in marketing efforts. Expenses for “Supplies and other” were higher than the corresponding entry in the 2018 Pro Forma by the amount of \$503,234 (+6.8%). This was mostly due to higher raw food costs, electric utilization attributable to construction, and increases in advertising and recruitment costs. Expenses for “Interest and amortization” were lower than the corresponding entry in the 2018 Pro Forma by the amount of \$194,838 (-26.2%). This was primarily due to capitalized interest related to the construction project. “Depreciation” was higher than the corresponding entry in the 2018 Pro Forma by the amount of \$11,379 (+.10%). This was mostly due to timing of assets placed in service. Expenses for “Provision for Bad Debt” shown in the 2018 Financial Statements were lower than the corresponding entry in the 2018 Pro Forma by the amount of \$4,268 (+4.7%). The decrease was due to ongoing efforts for isolated residents uncollectible receivables.

Overall, the financial results for the *Provider* for 2018 were generally consistent with the 2018 Pro Forma, with the exception of the increase in Home and Community Based Services, and demonstrated positive performance as Fellowship Senior Living continues to provide quality services, accommodations and amenities during these challenging economic times.

A five year income statement projection of the *Provider* is available from the *Provider* upon written request of a prospective resident (the “Projection”). The Projection is not a part of this Disclosure Statement and may not be relied upon by any *Resident* or other person or party.

XI. BILL OF RIGHTS FOR CONTINUING CARE RETIREMENT COMMUNITY RESIDENTS IN INDEPENDENT LIVING; RESIDENT HANDBOOK

The Provider is required to furnish a copy of the Bill of Rights for Continuing Care Retirement Community Residents in Independent Living to prospective residents. The Bill of Rights for Continuing Care Retirement Community Residents in Independent Living is attached as Exhibit J. Attached as **Exhibit L** is a copy of the Resident Handbook as currently in effect.

DRAINAGE STATEMENT

For

Fellowship Senior Living

Proposed Staff Residences

Block 9301, Lot 33
Block 9401, Lot 9
8000 Fellowship Road
Bernards Township, Somerset County, New Jersey

Prepared by:



1904 Main Street
Lake Como, NJ 07719
(732) 974-0198

Daniel J. Dougherty PE, PP
NJ Professional Engineer License #41690

September 2022
DEC # 4309-99-001

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Drainage Summary	2

I. Drainage Summary

This Drainage Statement has been prepared to define and demonstrate compliance of the proposed stormwater drainage conditions that would occur as a result of the redevelopment of Block 9401, Lot 9, as shown on the Township of Bernards Tax Map Sheet No. 94, located in the Township of Bernards, Somerset County, New Jersey.

The Applicant currently owns and operates Fellowship Senior Living located on Block 9301, Lot 33 at 8000 Fellowship Road. The Applicant has acquired adjacent Block 94.01 Lot 9 (AKA 55 Allen Road) and wishes to redevelop this site to construct a Staff Residence to house up to seven (7) staff members of the senior living facility.

Under the existing conditions the site consisted of a single-family home with driveway access to Allen Road. The existing residential home represents an impervious coverage of 1,669 SF and a gravel driveway of 3,792 SF. Runoff from the existing property flows via sheet flow to Allen Road and also toward Fellowship Drive on Lot 33

The proposed project consists of demolishing the existing home and constructing a 3,402 SF two-story residence building. Additional improvements include a parking area providing eight (8) parking stalls, driveway, sidewalks, lighting and landscaping.

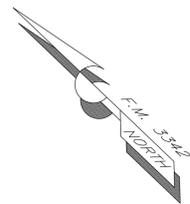
Under proposed conditions, improvements include the staff residence building, asphalt parking, and an asphalt driveway with access to Fellowship Road. New impervious surfaces of 8,134 SF are proposed, resulting in a net increase in impervious of 2,673 SF (0.06 Ac.). A total area of disturbance of 18,570 SF (0.426 Ac.) is proposed.

Section § 21-42 - *Drainage* of the Township ordinance establishes the minimum stormwater management requirements for development projects. As the proposed project creates less than ¼ acre increase of impervious surfaces and disturbs less than one (1) acre of land, it qualifies as a “Minor Project” under the Township Ordinance.

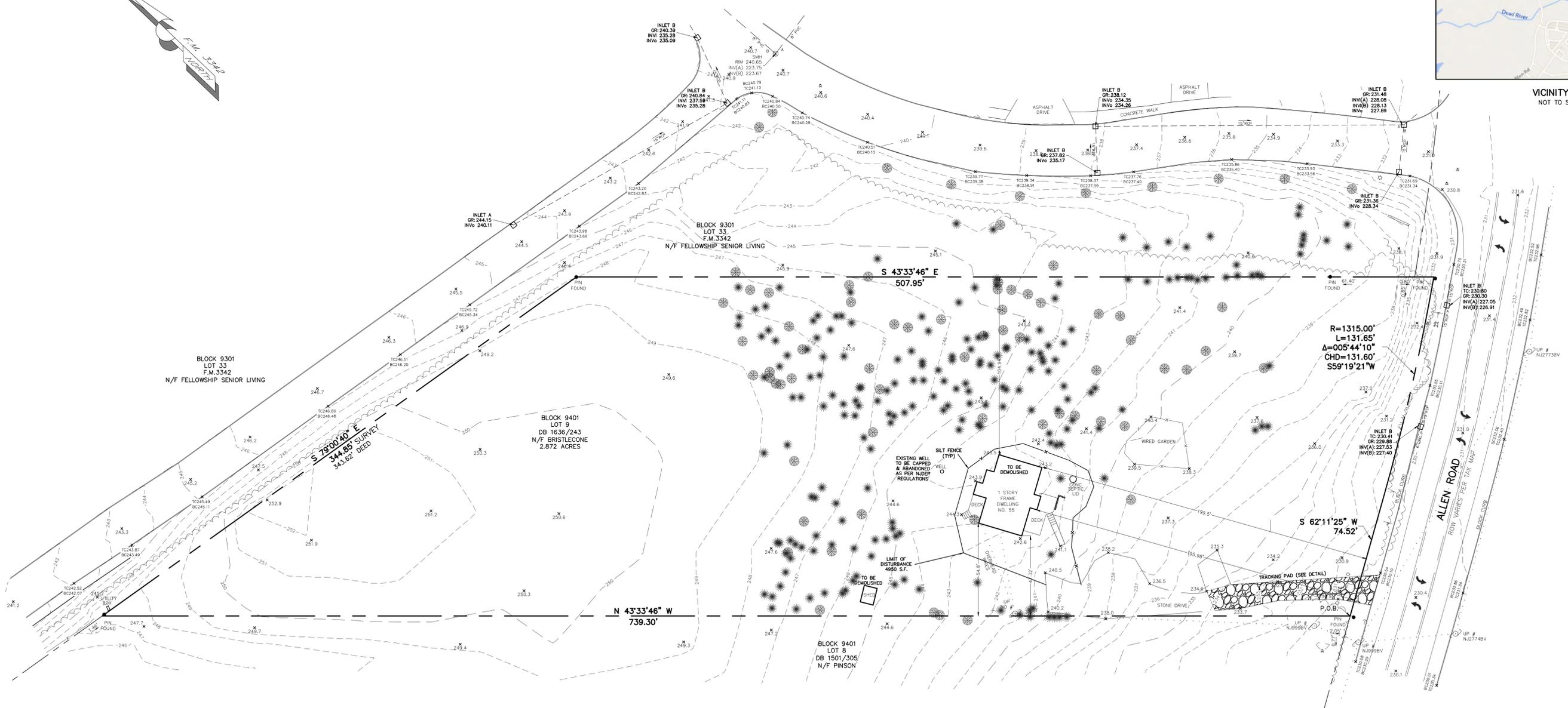
Per § 21-42.11 – *Stormwater Management Requirements for a Minor Development*, the a minor project must implement an infiltration measure with a capacity of three inches of runoff for each square foot of new impervious area. Therefore, a total volume of 668 CF of infiltration storage is required for this project (2,673 SF x 3”). To meet this requirement, the project proposes an infiltration system consisting of two (2) type B-Inlets and 54 LF of 48” diameter perforated HDPE, providing 678 CF of infiltration storage. The system is oriented such that overflow will travel to the existing storm water collection system within Fellowship Drive, in a stable and controlled manner.

Soil erosion and sediment control measures are proposed on the project site plans, and the project is subject to approval by the Somerset-Union Soil Conservation District via Soil Erosion and Sediment Control Plan Certification.

The above elements confirm that the proposed project meets the applicable requirements set forth by the Township Ordinance § 21-42 – *Drainage*.



VICINITY MAP
NOT TO SCALE



LEGEND

---	PROPERTY LINE	□	STORM INLET
- - - - -	ADJACENT LOT LINE	○	FIRE HYDRANT
=====	BUILDING LINE	○	WATER VALVE
=====	CURB LINE	○	GAS VALVE
=====	DEPRESSED CURB	○	CLEAN OUT
=====	EDGE OF CONCRETE	○	LIGHT POLE
=====	EDGE OF PAVEMENT	○	UTILITY POLE
=====	EDGE OF GRAVEL	○	JUNCTION BOX
=====	OVERHEAD LINES	○	BOLLARD
=====	UNDERGROUND STORM PIPE	○	SIGN
=====	ROAD STRIPING	○	SPOT GRADE
		○	SPOT GRADE

NOTE: NOT ALL FEATURES MAY APPEAR ON THIS MAP

NOTES

- THE FOLLOWING INFORMATION WAS UTILIZED IN THE PREPARATION OF THIS SURVEY:
A. THE TAX MAPS OF BERNARDS TOWNSHIP, SOMERSET COUNTY, NEW JERSEY.
B. VARIOUS DEEDS FOR THE SUBJECT AND ADJACENT PROPERTIES.
C. FILED MAP 3342, "FELLOWSHIP VILLAGE"
- TOPOGRAPHIC INFORMATION SHOWN HEREON FROM FIELD MEASUREMENTS PERFORMED BY THIS FIRM THROUGH 12-15-21.
- NO WETLAND DELINEATION AND/OR LOCATION WAS PERFORMED AS A PART OF THIS SURVEY.
- NO CORNER MARKERS WERE SET PER CONTRACTUAL AGREEMENT.
- NO ENCUMBRANCES LISTED IN TITLE REPORT DATED 04-21-2021, FILE NO. ORT-13822, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

REV. 06-02-22 ADD SIDEWALK, DRIVEWAYS & ADDITIONAL TREES
REV. 04-22-22 ADD ROAD TOPOGRAPHY

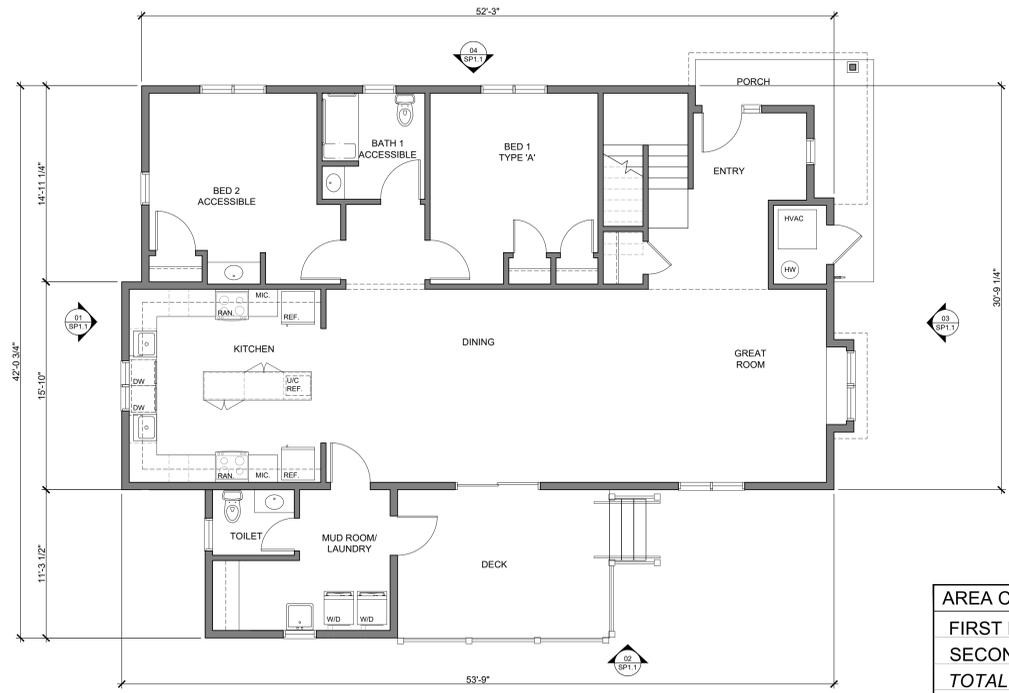
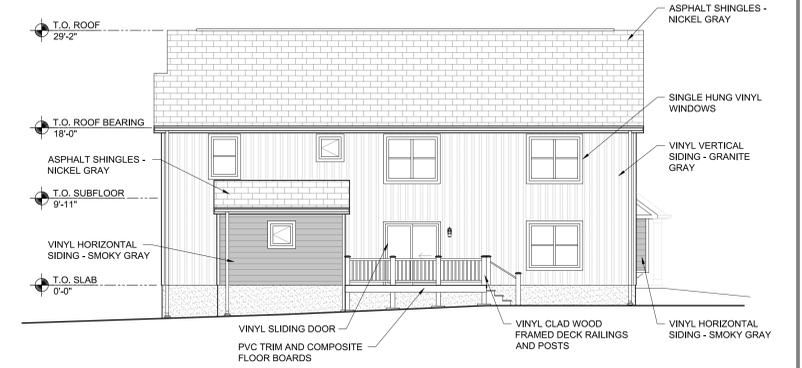
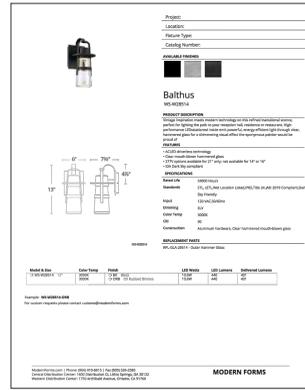
BOUNDARY & TOPOGRAPHIC SURVEY
BLOCK 9401 LOT 9
TOWNSHIP OF BERNARDS
SOMERSET NEW JERSEY

KENNY L. KENNON, P.L.S.
NEW JERSEY PROFESSIONAL LAND SURVEYOR LICENSE NO. 37195

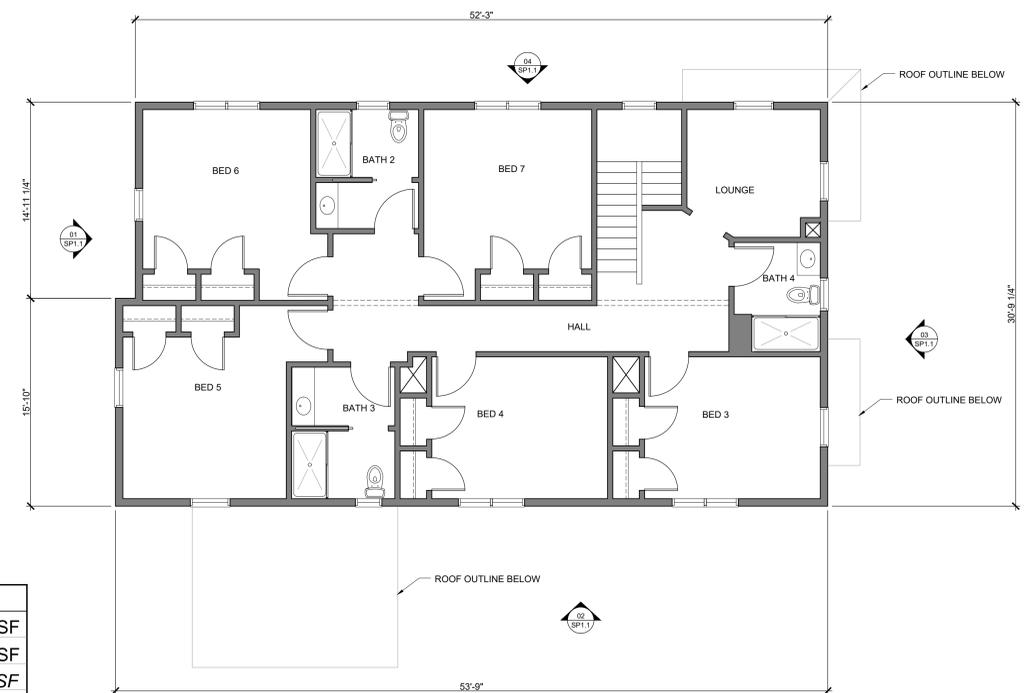
KSS KENNON SURVEYING SERVICES INC.
5 POWDER HORN DRIVE, SUITE 4
P.O. BOX 4477
WARREN, NEW JERSEY 07059

CERTIFICATE OF AUTHORIZATION NO. 27944900
PHONE: 732-564-1818 EMAIL: KSS@KENNONSURVEYING.COM

DATE: 12-16-21 SCALE: 1" = 30' PROJ. NO. 3282 SHEET 1 OF 1



AREA CALCULATION	
FIRST FLOOR AREA	1,770 SF
SECOND FLOOR AREA	1,632 SF
TOTAL AREA	3,402 SF
DECK	180 SF



FELLOWSHIP VILLAGE
STAFF HOUSING

PROJECT ADDRESS
BLOCK 9401, LOT 9
TOWNSHIP OF BERNARDS
BASKING RIDGE, NJ 07920
SOMERSET COUNTY
OWNER
FELLOWSHIP
VILLAGE, INC.

PROJECT INFO
KDA PROJ # 1161.05.47
ISSUE DATE: 08-03-2022
ISSUED FOR: SITE PLAN
APPROVAL

REVISIONS	
DATE	DESCRIPTION

PROFESSIONAL SEAL
DAVID S. FOWLES, AIA
NJ 27420101109 / DE 5620706 / NY 16020261 / PA 04-00204

SHEET TITLE
**FLOOR PLANS
AND ELEVATIONS**

SHEET NUMBER

SP1.1

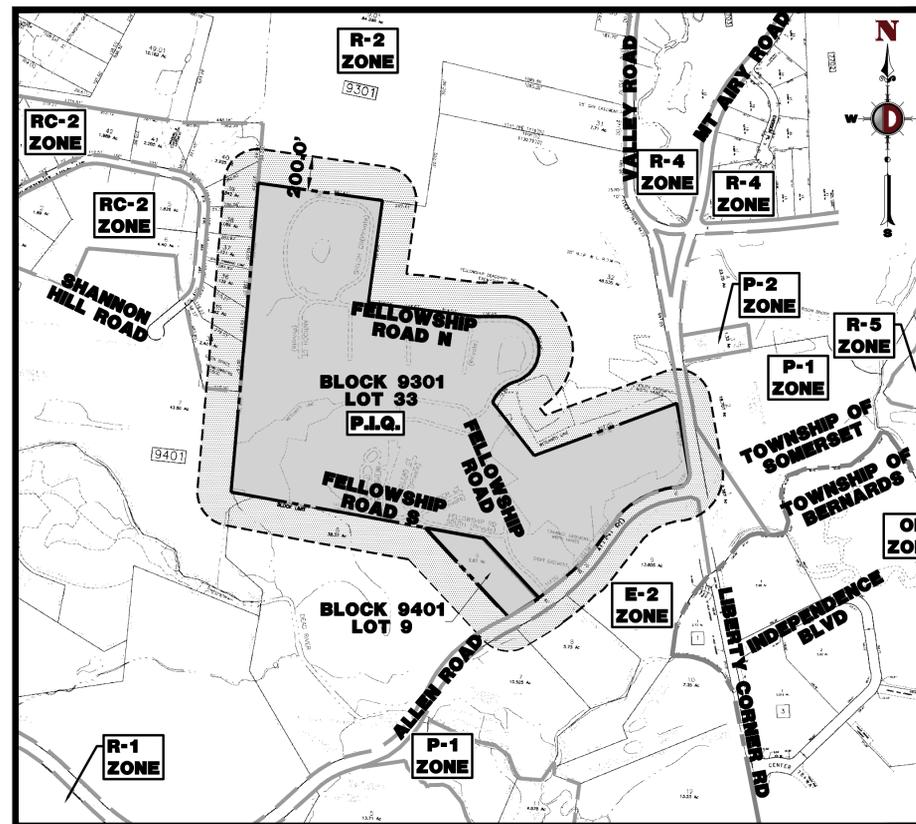
PRELIMINARY AND FINAL SITE PLAN

FOR FELLOWSHIP SENIOR LIVING PROPOSED STAFF RESIDENCES

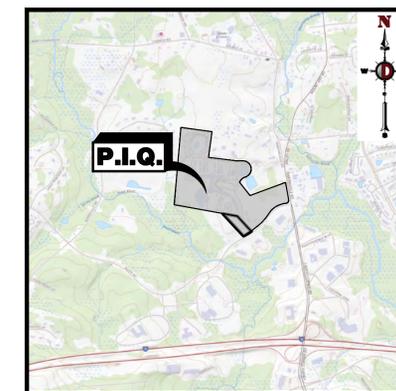
BLOCK 9301, LOT 33; BLOCK 9401, LOT 9; TAX MAP SHEET #94 - LATEST REV. DATED 12-04-2007
8000 FELLOWSHIP ROAD
TOWNSHIP OF BERNARDS
SOMERSET COUNTY, NEW JERSEY

200' PROPERTY OWNERS LIST

Block-Lot: 11201-8 HBB PROPERTY LLC C/O ALLEN RD LLC PO BOX 74 LIBERTY CORNER NJ 07938 RE: 80 ALLEN RD	Block-Lot: 9401-7 SCHEHERAZADE ENTERPRISES INC 15 SHANNON HILL RD BASKING RIDGE NJ 07920 RE: 15 SHANNON HILL RD
Block-Lot: 9401-9 FELLOWSHIP SENIOR LIVING, INC. 8000 FELLOWSHIP RD BASKING RIDGE NJ 07920 RE: 80 ALLEN RD	Block-Lot: 9301-36 BRADLEY, KENNETH O & ANDERSON, LYNN E 92 SHANNON HILL RD BASKING RIDGE NJ 07920 RE: 92 SHANNON HILL RD
Block-Lot: 11201-9 JLI PROPERTY INVESTMENTS LLC 2051 SE 3RD ST UNIT 508 DEERFIELD BEACH FL 33441 RE: 701 MARTINSVILLE RD	Block-Lot: 9301-38 GALLUSHA, CHRISTOPHER M & ALYSON E 80 SHANNON HILL RD BASKING RIDGE NJ 07920 RE: 80 SHANNON HILL RD
Block-Lot: 9204-2 BERNARDS TWP SEWERAGE AUTHORITY MARTINSVILLE RD; BOX 247 LIBERTY CORNER NJ 07938 RE: 726 MARTINSVILLE RD	Block-Lot: 9301-37 BARR, LARRY & JUNE 86 SHANNON HILL RD BASKING RIDGE NJ 07920 RE: 86 SHANNON HILL RD
Block-Lot: 9301-35 LEONARDO, RAFAEL C & MILAGROS B 100 SHANNON HILL RD BASKING RIDGE NJ 07920 RE: 100 SHANNON HILL RD	Block-Lot: 9301-39 BUWEN, JAMES & LEIGH 76 SHANNON HILL RD BASKING RIDGE NJ 07920 RE: 76 SHANNON HILL RD
Block-Lot: 9301-34 SHANNON HILL FARMS HOMEOWNERS ASSOC RE: 102 SHANNON HILL RD	Block-Lot: 9301-40 KLIPPEL, JON & CROWE, MARGARET F 70 SHANNON HILL RD BASKING RIDGE NJ 07920 RE: 70 SHANNON HILL RD
Block-Lot: 9301-32 FELLOWSHIP DEACONRY INC PO BOX 204 LIBERTY CORNER NJ 07938 RE: 3575 VALLEY RD	Block-Lot: 9401-S-Q0036 PINSON, ELLEN 658 HOYDEN HILL RD FAIRFIELD CT 06824 RE: 99 ALLEN RD
Block-Lot: 9301-9.01 ENGLISH FARM ASSOCIATES, LP PO BOX 183 LIBERTY CORNER NJ 07938 RE: 3613 VALLEY RD	Block-Lot: 11201-8 HBB PROPERTY LLC C/O ALLEN RD LLC PO BOX 74 LIBERTY CORNER NJ 07938 RE: 80 ALLEN RD
Block-Lot: 9401-8 PINSON, ELLEN 658 HOYDEN HILL RD FAIRFIELD CT 06824 RE: 99 ALLEN RD	Block-Lot: 11201-7 BASKING RIDGE MAR PROPERTY LLC 80 ALLEN RD SUELETA HOTELS BASKING RIDGE NJ 07920 RE: 80 ALLEN RD
Block-Lot: 9204-1 BRISTLECONE INC PO BOX 326 LIBERTY CORNER NJ 07938 RE: 706 MARTINSVILLE RD	Block-Lot: 11201-9 JLI PROPERTY INVESTMENTS LLC 2051 SE 3RD ST UNIT 508 DEERFIELD BEACH FL 33441 RE: 701 MARTINSVILLE RD
Block-Lot: 9204-2-CELL1 BERNARDS TWP SEWERAGE AUTHORITY MARTINSVILLE RD; BOX 247 LIBERTY CORNER NJ 07938 RE: 726 MARTINSVILLE RD	Block-Lot: 9301-33 FELLOWSHIP SENIOR LIVING INC 8000 FELLOWSHIP RD BASKING RIDGE NJ 07920 RE: 33 ALLEN RD
Block-Lot: 9204-2-CELL2 BERNARDS TWP SEWERAGE AUTHORITY MARTINSVILLE RD; BOX 247 LIBERTY CORNER NJ 07938 RE: 726 MARTINSVILLE RD	Block-Lot: 9401-8 PINSON, ELLEN 658 HOYDEN HILL RD FAIRFIELD CT 06824 RE: 99 ALLEN RD
Block-Lot: 9401-7-Q0065 SCHEHERAZADE ENTERPRISES INC 15 SHANNON HILL RD BASKING RIDGE NJ 07920 RE: 15 SHANNON HILL RD	Block-Lot: 9301-8.01-Q0012 ENGLISH FARM ASSOCIATES, LP PO BOX 183 LIBERTY CORNER NJ 07938 RE: CHURCH ST



AREA MAP
1" = 500'



KEY MAP
1" = 2000'

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COVER SHEET	1 of 13
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TITLE: **COVER SHEET**

PROJECT: **FELLOWSHIP SENIOR LIVING
PROPOSED STAFF RESIDENCES**
BLOCK 9301, LOT 33; BLOCK 9401, LOT 9
8000 FELLOWSHIP ROAD
BERNARDS TOWNSHIP, SOMERSET COUNTY, NEW JERSEY

JOB No: 4309-99-001 DATE: 09/10/2022

DRAWN BY: LG SCALE: (H) AS SHOWN
DESIGNED BY: AF SHEET No: **1**
CHECKED BY: DJD

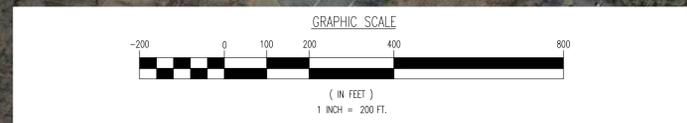
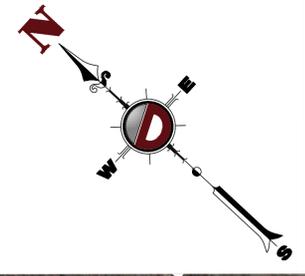
DANIEL J. DOUGHERTY JOHN A. PALUS

PROFESSIONAL ENGINEER PROFESSIONAL ENGINEER
NEW JERSEY LICENSE No. 41690 NEW JERSEY LICENSE No. 41975

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PREPARED BY
DYNAMIC ENGINEERING CONSULTANTS, P.C.
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Plotted: 10/06/22 - 9:38 AM, By: gowdrick, Product: Ver: 24.1s (LMS Tech)
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THE AERIAL IMAGE DEPICTED ON THIS PLAN IS BASED UPON AERIAL PHOTOGRAPHY OF THE STATE OF NEW JERSEY CAPTURED BETWEEN MARCH AND MAY, 2015. THE NEW JERSEY 2015 HIGH RESOLUTION ORTHOPHOTOGRAPHY PROJECT WAS FURNISHED BY THE NJ OFFICE OF INFORMATION TECHNOLOGY. THE CONDITIONS OF THE SITE AND SURROUNDING AREAS MAY HAVE CHANGED SINCE THE DATE OF AERIAL PHOTOGRAPHY AND THEREFORE THIS PLAN MAY NOT ACCURATELY REFLECT ALL CURRENT EXISTING CONDITIONS.

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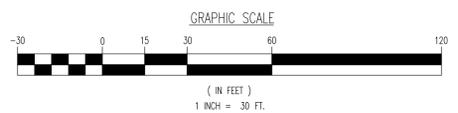
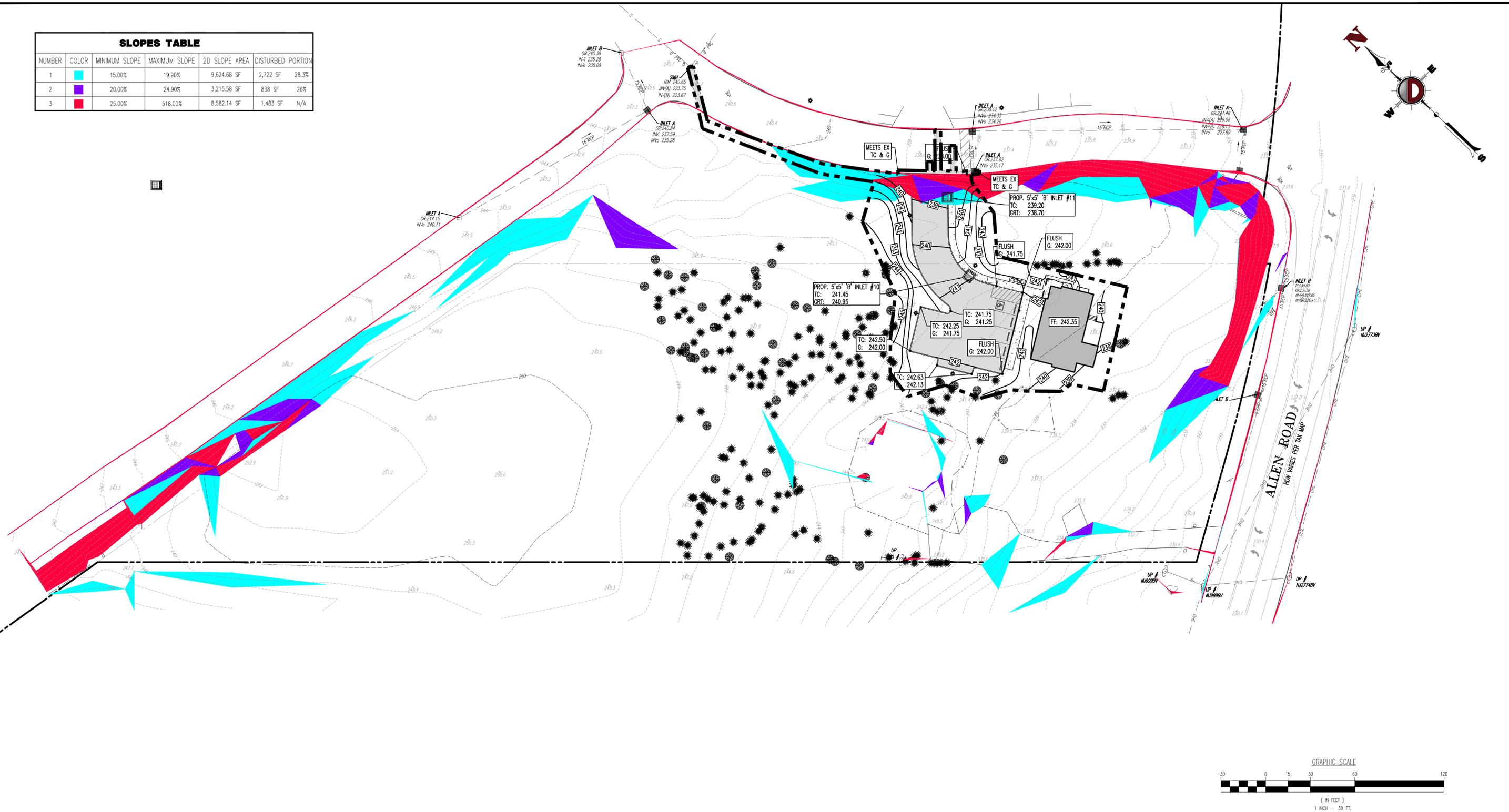
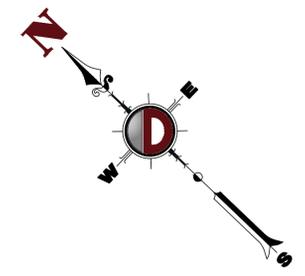
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 Lake Como, NJ 07719
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 F: 732.974.3521
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TITLE: AERIAL MAP	
PROJECT: FELLOWSHIP SENIOR LIVING PROPOSED STAFF RESIDENCES	JOB No: 4309-99-001
BLOCK 9301, LOT 33; BLOCK 9401, LOT 9	DATE: 09/10/2022
8000 FELLOWSHIP ROAD	DRAWN BY: LG
BERNARDS TOWNSHIP, SOMERSET COUNTY, NEW JERSEY	DESIGNED BY: AF
	CHECKED BY: DJD
	SCALE: (H) 1"=200' (V) 1"=100'
	SHEET No:
DANIEL J. DOUGHERTY	JOHN A. PALUS
PROFESSIONAL ENGINEER NEW JERSEY LICENSE No. 41690	PROFESSIONAL ENGINEER NEW JERSEY LICENSE No. 41975
ALL UTILITIES SHOULD BE LOCATED BY THE CONTRACTOR OR ANOTHER QUALIFIED PERSON BEFORE ANY EXCAVATION OR DRILLING OPERATIONS. FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT WWW.CALL811.COM	
Rev. #	0

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SLOPES TABLE						
NUMBER	COLOR	MINIMUM SLOPE	MAXIMUM SLOPE	2D SLOPE AREA	DISTURBED PORTION	
1	■	15.00%	19.90%	9,624.68 SF	2,722 SF	28.3%
2	■	20.00%	24.90%	3,215.58 SF	838 SF	26%
3	■	25.00%	518.00%	8,582.14 SF	1,483 SF	N/A



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 File: \\vepc.local\cadd\projects\4309 Fellowship Senior Living\99-001 Bernards\DWG\Site Plans\4309999001SSD.dwg, ----> 03 STEEP SLOPES PLAN

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 Lake Como, NJ 07719
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 F: 732.974.3521
 www.dynamiceng.com

TITLE: **STEEP SLOPES PLAN**

PROJECT: **FELLOWSHIP SENIOR LIVING
 PROPOSED STAFF RESIDENCES**
 BLOCK 9301, LOT 3.5, BLOCK 9401, LOT 9
 8000 FELLOWSHIP ROAD
 BERNARDS TOWNSHIP, SOMERSET COUNTY, NEW JERSEY

JOB No: 4309-99-001
 DATE: 09/10/2022
 DRAWN BY: KNG
 SCALE: (H) 1"=30'
 (V)
 DESIGNED BY: AF
 SHEET No:
 CHECKED BY: DJD
 CHECKED BY: -

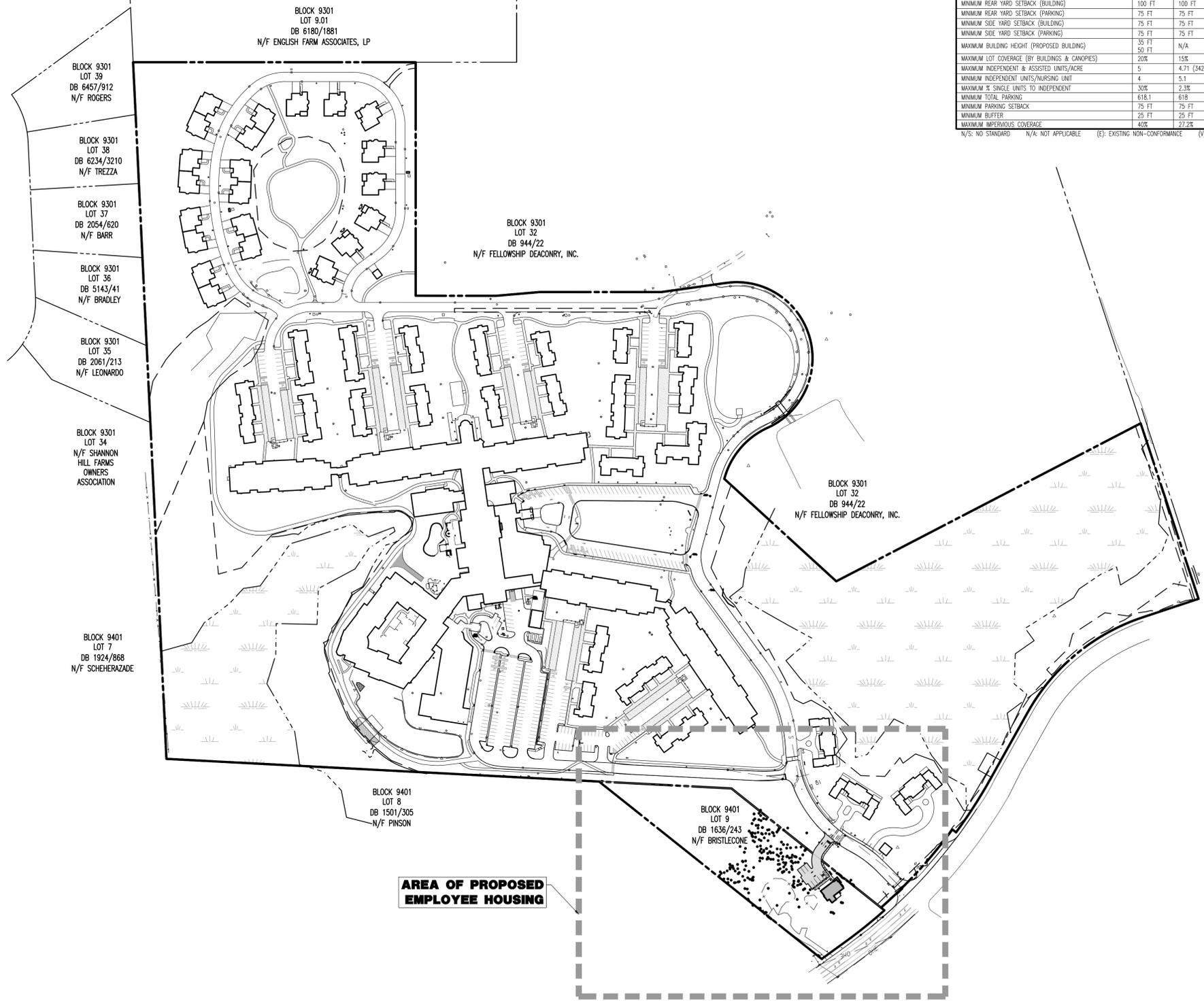
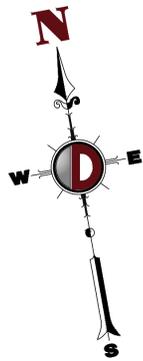
DANIEL J. DOUGHERTY **JOHN A. PALUS**
 PROFESSIONAL ENGINEER
 NEW JERSEY LICENSE No. 41690
 PROFESSIONAL ENGINEER
 NEW JERSEY LICENSE No. 41975

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 EXISTING UTILITIES. IF ANY UTILITIES
 ARE NOT SHOWN ON THIS PLAN, YOU ARE
 RESPONSIBLE TO OBTAIN THE UTILITIES
 SERVICE MAPS IN THE AREA.
 FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT:
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3

OF 13

Rev. # 0



BLOCK 9301
LOT 9.01
DB 6180/1881
N/F ENGLISH FARM ASSOCIATES, LP

BLOCK 9301
LOT 39
DB 6457/912
N/F ROGERS

BLOCK 9301
LOT 38
DB 6234/3210
N/F TREZZA

BLOCK 9301
LOT 37
DB 2054/620
N/F BARR

BLOCK 9301
LOT 36
DB 5143/41
N/F BRADLEY

BLOCK 9301
LOT 35
DB 2061/213
N/F LEONARDO

BLOCK 9301
LOT 34
N/F SHANNON
HILL FARMS
OWNERS
ASSOCIATION

BLOCK 9401
LOT 7
DB 1924/868
N/F SCHEHERAZADE

BLOCK 9401
LOT 8
DB 1501/305
N/F PINSON

BLOCK 9301
LOT 32
DB 944/22
N/F FELLOWSHIP DEACONRY, INC.

BLOCK 9301
LOT 32
DB 944/22
N/F FELLOWSHIP DEACONRY, INC.

BLOCK 9401
LOT 9
DB 1636/243
N/F BRISTLECONE

**AREA OF PROPOSED
EMPLOYEE HOUSING**

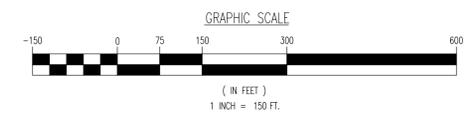
GENERAL NOTES

- THIS PLAN HAS BEEN PREPARED BASED ON REFERENCES INCLUDING:
BOUNDARY & TOPOGRAPHIC SURVEY
KENNIN SURVEYING SERVICES, INC.
5 FINCH HOLLOW DRIVE, SUITE 4, P.O. BOX 4477
WARREN, NEW JERSEY 07069
SURVEYOR FILE NO: 27944800
- APPLICANT: FELLOWSHIP SENIOR LIVING
8000 FELLOWSHIP ROAD
BASKING RIDGE, NJ 07920
- OWNER: FELLOWSHIP SENIOR LIVING
8000 FELLOWSHIP ROAD
BASKING RIDGE, NJ 07920
- PARCEL DATA: BLOCK 9301, LOT 33
BLOCK 9401, LOT 9
TOWNSHIP OF BERNARDS
SOMERSET COUNTY, NJ
- ZONE: ZONE RESIDENTIAL (R-2 ZONE)
- EXISTING USE: SINGLE FAMILY HOME (PERMITTED USE) (§ 21-10.4.A.1)
- PROPOSED USE: CONTINUING CARE RETIREMENT COMMUNITY (CONDITIONAL USE) (§ 21-10.4.A.3)
- SCHEDULE OF ZONING REQUIREMENTS (§ 21-12.3.10)

ZONE REQUIREMENT	ZONE R2	PREVIOUSLY APPROVED	PROPOSED
MINIMUM LOT AREA	60 AC	72,569 AC	75,441 AC
MINIMUM LOT WIDTH	200 FT	1568.27 FT	1773 FT
MINIMUM FRONT YARD SETBACK (BUILDING)	100 FT	100 FT	102 FT
MINIMUM FRONT YARD SETBACK (PARKING)	75 FT	75 FT	159.7 FT
MINIMUM REAR YARD SETBACK (BUILDING)	100 FT	100 FT	322.6 FT
MINIMUM REAR YARD SETBACK (PARKING)	75 FT	75 FT	276.2 FT
MINIMUM SIDE YARD SETBACK (BUILDING)	75 FT	75 FT	128.9 FT
MINIMUM SIDE YARD SETBACK (PARKING)	75 FT	75 FT	130.1 FT
MAXIMUM BUILDING HEIGHT (PROPOSED BUILDING)	35 FT	N/A	31.4 FT
MAXIMUM LOT COVERAGE (BY BUILDINGS & CANOPIES)	20%	15%	14.5%
MAXIMUM INDEPENDENT & ASSISTED UNITS/ACRE	5	4.71 (342 UNITS)	4.53 (342 UNITS)
MAXIMUM % SINGLE UNITS TO INDEPENDENT	30%	2.3%	2.3%
MINIMUM TOTAL PARKING	618.1	618	626
MINIMUM PARKING SETBACK	75 FT	75 FT	75 FT
MINIMUM BUFFER	25 FT	25 FT	25 FT
MAXIMUM IMPERVIOUS COVERAGE	40%	27.2%	26.4%

N/S: NOT STANDARD N/A: NOT APPLICABLE (E): EXISTING NON-COMFORMANCE (V): VARIANCE

- PARKING REQUIREMENTS
A. SUFFICIENT OFF-STREET PARKING SHALL BE REQUIRED TO MEET THE NEEDS OF THE RESIDENTS, EMPLOYEES AND GUESTS IN ACCORDANCE WITH THE FOLLOWING MINIMUM REQUIREMENTS: INDEPENDENT LIVING UNITS: 1.0 PER DWELLING UNIT; ASSISTED LIVING UNITS: CONGRUATE CARE, LOW-TURN-OVER CARE, SUB-ACUTE AND MEMORY CARE UNITS: .35 PER DWELLING UNIT; STAFF: ONE OFF-STREET PARKING SPACE PER FULL-TIME STAFF, PLUS ONE FOR EVERY TWO PART-TIME STAFF, ON THE MAXIMUM SHIFT; VISITORS: AN ADDITIONAL 10% ABOVE THE TOTAL REQUIRED PARKING. (§ 21-12.3.1.12)
B. PARKING CALCULATION:
INDEPENDENT LIVING: (256 UNITS) x (1 PARKING SPACE/UNIT) = 256 SPACES
ASSISTED LIVING: (86 UNITS) x (0.35 PARKING SPACES/UNIT) = 30.1 SPACES
LONG-TERM CARE/RESNOC: (67 UNITS) x (0.35 PARKING SPACES/UNIT) = 23.5 SPACES
STAFF (FULL TIME, MAX SHIFT): (165 EMP) x (1 PARKING SPACE/EMP) = 165 SPACES
STAFF (PART-TIME): (20 EMP) x (0.5 PARKING SPACES/EMP) = 10 SPACES
VISITOR PARKING: (485 SPACES) x (0.10) = 48.5 SPACES
AUDITORIUM PARKING: (240 SEATS) x (1 SPACE/3 SEATS) = 80 SPACES
TOTAL REQUIRED: = 613.1 SPACES
PREVIOUSLY APPROVED PARKING: = 618 SPACES
TOTAL PROPOSED: = 626 SPACES (COMPLIES)
TOTAL REQUIRED LOADING SPACES = 6 SPACES
TOTAL EXISTING/PROPOSED LOADING SPACES = 1 SPACE
- HANDICAP PARKING SUMMARY:
TOTAL PARKING PROPOSED = 626 SPACES
HANDICAP PARKING REQUIRED (X0.02) = 13 SPACES
HANDICAP PARKING PREVIOUSLY APPROVED = 26 SPACES
HANDICAP PARKING PROPOSED = 27 SPACES (COMPLIES)
- THE APPLICANT REQUESTS ANY AND ALL SUBMISSION WAIVERS THAT ARE NOT SPECIFICALLY IDENTIFIED HEREIN. TESTIMONY WILL BE SUPPLIED AT THE PUBLIC HEARING TO SUPPORT SAID SUBMISSION WAIVERS.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS BY ALL OF THE PERMITTING AUTHORITIES.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
- THE SOILS REPORT AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER/CONSTRUCTION MANAGER OF ANY DISCREPANCY BETWEEN SOILS REPORT & PLANS.
- SITE CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
- THE PROPERTY SURVEY SHALL BE CONSIDERED A PART OF THESE PLANS.
- ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. FOR NECESSARY PLAN CHANGES, NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- SOLID WASTE TO BE DISPOSED OF BY CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
- ALL EXCAVATED UNSUITABLE MATERIAL MUST BE TRANSPORTED TO AN APPROVED DISPOSAL LOCATION.
- CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION AND SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS, AS WELL AS ADDITIONAL PROVISIONS TO ASSURE STABILITY OF CONTIGUOUS STRUCTURES AS FIELD CONDITIONS DICTATE.
- CONTRACTORS MUST CARRY STATUTORY WORKERS COMPENSATION, EMPLOYERS LIABILITY INSURANCE AND APPROPRIATE LIMITS OF COMMERCIAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME DYNAMIC ENGINEERING CONSULTANTS, P.C. ITS SUBCONSULTANTS AS ADDITIONAL INSURED AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THE HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH DYNAMIC ENGINEERING CONSULTANTS, P.C. WITH CERTIFICATES OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION. IN THE EVENT OF A CLAIM, THE CONTRACTORS SHALL BE RESPONSIBLE TO DEFEND AND HOLD HARMLESS DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS SUBCONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.
- NEITHER THE PROFESSIONAL ACTIVITIES OF DYNAMIC ENGINEERING CONSULTANTS, P.C., NOR THE PRESENCE OF DYNAMIC ENGINEERING CONSULTANTS, P.C. OR ITS EMPLOYEES AND SUBCONSULTANTS AT A CONSTRUCTION/PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNING AUTHORITY. THE GENERAL CONTRACTOR AND SHALL BE MADE ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.
- DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN CONCEPT AND THE INFORMATION SHOWN IN THE CONSTRUCTION MEANS OR METHODS. COORDINATION OF THE WORK WITH OTHER TRADES OR CONSTRUCTION SAFETY PRECAUTIONS, ALL OF WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. DYNAMIC ENGINEERING'S REVIEW SHALL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT DYNAMIC ENGINEERING CONSULTANTS, P.C. HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO THE ATTENTION OF DYNAMIC ENGINEERING CONSULTANTS, P.C. BY WRITING TO THE CONTRACTOR. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
- IN AN EFFORT TO RESOLVE ANY CONFLICTS THAT ARISE DURING THE DESIGN AND CONSTRUCTION OF THE PROJECT OR FOLLOWING THE COMPLETION OF THE PROJECT, DYNAMIC ENGINEERING CONSULTANTS, P.C. AND THE CONTRACTOR MUST AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROJECT SHALL BE SUBMITTED TO NONBINDING MEDIATION UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.
- THE CONTRACTOR MUST INCLUDE A MEDIATION PROVISION IN ALL AGREEMENTS WITH INDEPENDENT SUBCONTRACTORS AND CONSULTANTS RETAINED FOR THE PROJECT AND TO REQUIRE ALL INDEPENDENT CONTRACTORS AND CONSULTANTS ALSO TO INCLUDE A SIMILAR MEDIATION PROVISION IN ALL AGREEMENTS WITH THEIR SUBCONTRACTORS, SUBCONSULTANTS, SUPPLIERS AND FABRICATORS, THEREBY PROVIDING FOR MEDIATION AS THE PRIMARY METHOD FOR DISPUTE RESOLUTION BETWEEN THE PARTIES TO ALL THOSE AGREEMENTS.
- IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES OR PENALTIES ASSESSED WITH RESPECT THEREOF AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM AND IT SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.
- ALL TRAFFIC SIGNS AND STRIPING SHALL FOLLOW THE REQUIREMENTS SPECIFIED IN THE MANUAL ON "UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.
- THE BUILDING SETBACK DIMENSIONS ILLUSTRATED AND LISTED ON THE SITE PLAN DRAWINGS ARE MEASURED FROM THE OUTSIDE SURFACE OF BUILDING WALLS. THESE SETBACK DIMENSIONS DO NOT ACCOUNT FOR ROOF OVERHANGS, ORNAMENTAL ELEMENTS, SIGNAGE OR OTHER EXTERIOR EXTENSIONS UNLESS SPECIFICALLY NOTED.
- CONTRACTOR ACKNOWLEDGES HE HAS READ AND UNDERSTOOD THE DESIGN PHASE SOIL PERMEABILITY AND GROUNDWATER TEST RESULTS IN THE STORMWATER MANAGEMENT REPORT AND THAT THE CONTRACTOR'S RESPONSIBILITIES INCLUDE NECESSARY PROVISIONS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.
- CONTRACTOR TO BE ADVISED THAT THE ENGINEER WAS NOT PROVIDED WITH FINAL FLOOR PLAN DRAWINGS FOR THE BUILDING AT THE TIME OF SITE PLAN DESIGN. AS A RESULT, ENTRANCE DOOR LOCATIONS AS DEPICTED HEREON MAY NOT BE FINAL AND MUST BE CONFIRMED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. THE HANDICAP SPACES AND THE ASSOCIATED RAMP AND ACCESSIBLE ROUTE MUST COMPLY WITH IBC 5.2.3.7 AND THE HANDICAP PARKING SPACES MUST BE LOCATED AS THE NEAREST SPACES TO THE ENTRANCE. CONTRACTOR TO NOTIFY OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCY PRIOR TO CONSTRUCTION.



THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

DYNAMIC ENGINEERING
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Allen, Texas T: 972.234.2100 | Austin, Texas T: 512.444.2444 | Houston, Texas T: 281.789.4400 | Colton Beach, Florida T: 351.501.8070
Newcomer, Pennsylvania T: 610.485.0276 | Philadelphia, Pennsylvania T: 215.253.4868 | Baltimore, Pennsylvania T: 410.596.4400

TITLE: **OVERALL SITE PLAN**

PROJECT: **FELLOWSHIP SENIOR LIVING
PROPOSED STAFF RESIDENCES**

BLOCK 9301, LOT 33; BLOCK 9401, LOT 9
8000 FELLOWSHIP ROAD
BERNARDS TOWNSHIP, SOMERSET COUNTY, NEW JERSEY

JOB No: 4309-99-001
DATE: 09/10/2022
DRAWN BY: MFZ
SCALE: (H) 1"=150'
(V)
DESIGNED BY: AF
SHEET No:
CHECKED BY: DJD
CHECKED BY: -

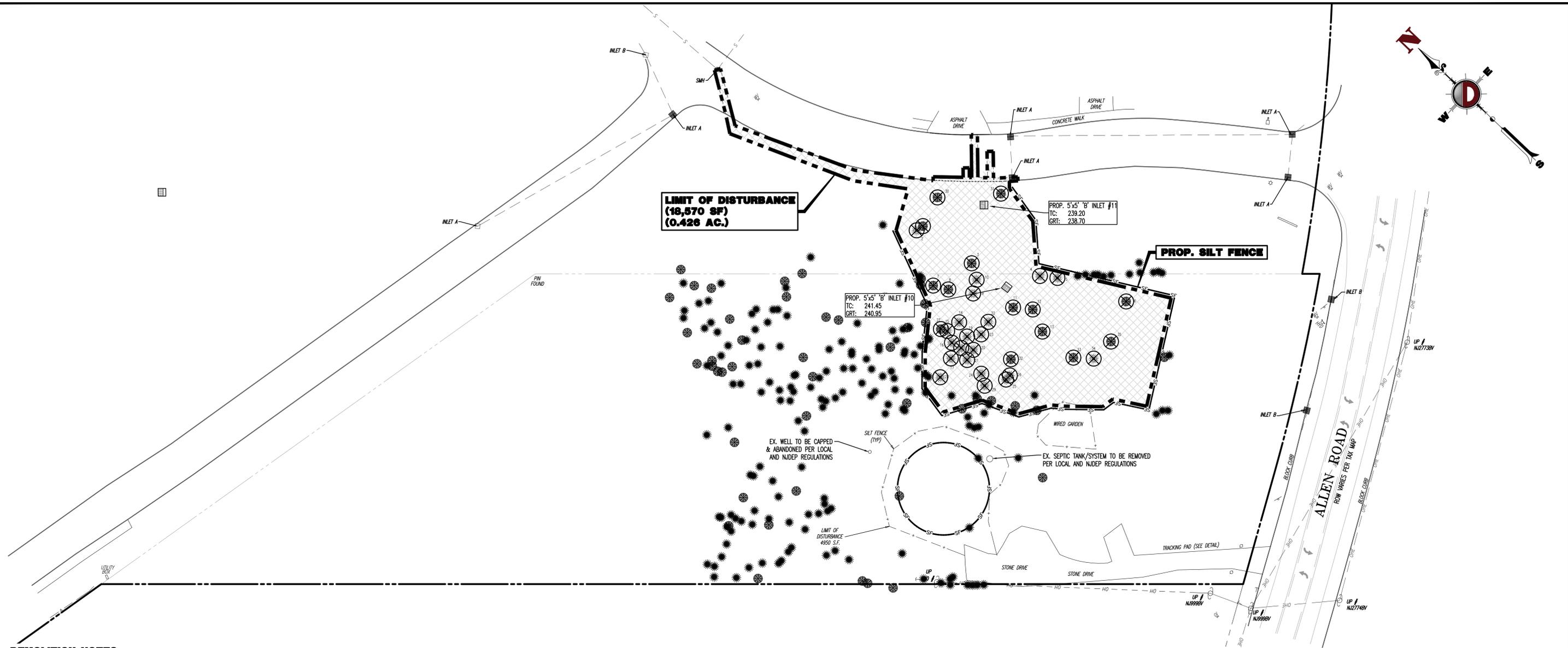
DANIEL J. DOUGHERTY **JOHN A. PALUS**
PROFESSIONAL ENGINEER NEW JERSEY LICENSE No. 41690
PROFESSIONAL ENGINEER NEW JERSEY LICENSE No. 41975

811 PROTECT YOURSELF
ALL UTILITIES REQUIRE NOTIFICATION OF
OWNERS, RECORDS, OR AN OPERATOR
BEFORE ANY EXCAVATION OR OTHER WORK
PREPARED TO ACCESS THE SERVICE
SPACES ARE IN THE 811
FOR STATE OPERATOR DIRECT PHONE NUMBERS VISIT
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Rev. # 0

Plotted: 10/06/22 - 9:40 AM, By: gcowdrick, Product Ver: 24.1s (LMS Tech)
File: \\snp.cad\projects\4309 Fellowship Senior Living\99-001 Bernards\Draw\Site Plans\DC309999001\SS0.dwg, ---> 04 OVERALL SITE PLAN

Product Ver: 24.1s (LMS Tech)
 File: \\spsc.local\cadd\Drawings\4309 Fellowship Senior Living\9-001 Bernards\DWG\Site Plans\43099901SR0.dwg, ---> 05 DEMOLITION AND TREE REMOVAL PLAN
 Plotted: 10/06/22 - 9:40 AM, By: gowardick
 File: \\spsc.local\cadd\Drawings\4309 Fellowship Senior Living\9-001 Bernards\DWG\Site Plans\43099901SR0.dwg, ---> 05 DEMOLITION AND TREE REMOVAL PLAN



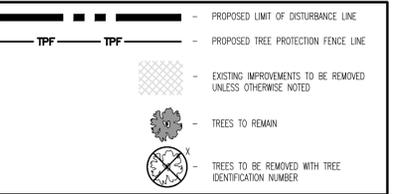
DEMOLITION NOTES

1. ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN STRICT ADHERENCE TO ALL FEDERAL, STATE AND LOCAL REGULATIONS.
2. PROCEED WITH DEMOLITION IN A SYSTEMATIC MANNER, FROM THE TOP OF THE STRUCTURE(S) TO THE GROUND.
3. COMPLETE DEMOLITION WORK ABOVE EACH FLOOR OR TIER BEFORE DISTURBING ANY OF THE SUPPORTING MEMBERS OF THE LOWER LEVELS.
4. DEMOLISH CONCRETE AND MASONRY IN SMALL SECTIONS.
5. REMOVE STRUCTURAL FRAMING MEMBERS AND LOWER THEM TO THE GROUND BY MEANS OF HOISTS, DERRICKS OR OTHER SUITABLE METHODS.
6. BREAK UP CONCRETE SLABS-ON-GRADE, UNLESS OTHERWISE DIRECTED BY OWNER.
7. LOCATE DEMOLITION EQUIPMENT THROUGHOUT THE STRUCTURE AND REMOVE MATERIALS SO AS TO NOT IMPOSE EXCESSIVE LOADS ON SUPPORTING WALLS, FLOORS, OR FRAMING.
8. PROVIDE INTERIOR AND EXTERIOR SHORING, BRACING AND SUPPORTS TO PREVENT MOVEMENT, SETTLEMENT OR COLLAPSE OF STRUCTURES TO BE DEMOLISHED (AND ADJACENT FACILITIES, IF APPLICABLE).
9. DEMOLISH AND REMOVE ALL FOUNDATION WALLS, FOOTINGS AND OTHER MATERIALS WITHIN THE AREA OF THE DESIGNATED FUTURE BUILDING. ALL OTHER FOUNDATION SYSTEMS, INCLUDING BASEMENTS, SHALL BE DEMOLISHED TO A DEPTH OF NOT LESS THAN ONE FOOT BELOW PROPOSED PAVEMENT OR BREAK BASEMENT FLOOR SLABS. SEAL ALL OPEN UTILITY LINES WITH CONCRETE. CONTRACTOR TO REVIEW STRUCTURE PRIOR TO DEMOLITION TO DETERMINE IF BASEMENT, CRAWL SPACE OR ANY SUB-STRUCTURE EXISTS. ANY SUB-STRUCTURE, INCLUDING BASEMENTS SHALL BE REMOVED IN ITS ENTIRETY OR AS DIRECTED BY OWNER.
10. ERECT AND MAINTAIN COVERED PASSAGEWAYS IN ORDER TO PROVIDE SAFE PASSAGE FOR PERSONS AROUND THE AREA OF DEMOLITION. CONDUCT ALL DEMOLITION OPERATIONS IN A MANNER THAT WILL PREVENT DAMAGE AND PERSONAL INJURY TO STRUCTURES, ADJACENT BUILDINGS AND ALL PERSONS.
11. REFRAIN FROM USING ANY EXPLOSIVES WITHOUT PRIOR WRITTEN CONSENT OF OWNER AND APPLICABLE GOVERNMENTAL AUTHORITIES.
12. CONDUCT DEMOLITION SERVICES IN SUCH A MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER OCCUPIED FACILITIES WITHOUT PRIOR WRITTEN PERMISSION OF OWNER AND ANY APPLICABLE GOVERNMENTAL AUTHORITIES. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS, IF REQUIRED BY APPLICABLE GOVERNMENTAL REGULATIONS.
13. USE INTERIOR, TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS, AS NECESSARY TO LIMIT THE AMOUNT OF DUST AND DIRT BEING AND SCATTERING IN THE AIR. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. RETURN ALL ADJACENT AREAS TO THE CONDITIONS EXISTING PRIOR TO THE START OF WORK.
14. ACCOMPLISH AND PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE UNAUTHORIZED ENTRY OF PERSONS AT ANY TIME.
15. COMPLETELY FILL BELOW GRADE AREAS AND VOIDS RESULTING FROM THE DEMOLITION OF STRUCTURES AND FOUNDATIONS WITH SOIL MATERIALS IN ACCORDANCE WITH THE GEOTECHNICAL REPORT, CONSISTING OF STONE, GRAVEL AND SAND, FREE FROM DEBRIS, TRASH, FROZEN MATERIALS, ROOTS AND OTHER ORGANIC MATTER. STONES USED WILL NOT BE LARGER THAN 6 INCHES IN DIMENSION. MATERIAL FROM DEMOLITION MAY NOT BE USED AS FILL. PRIOR TO PLACEMENT OF FILL MATERIALS, UNDERTAKE ALL NECESSARY ACTION IN ORDER TO ENSURE THAT AREAS TO BE FILLED ARE FREE OF STANDING WATER, FROST, FROZEN MATERIAL, TRASH, DEBRIS. PLACE FILL MATERIALS IN HORIZONTAL LAYERS NOT EXCEEDING 6 INCHES IN LOOSE DEPTH AND COMPACT EACH LAYER AT PLACEMENT TO 95% OPTIMUM DENSITY. GRADE THE SURFACE TO MEET ADJACENT CONTOURS AND TO PROVIDE SURFACE DRAINAGE.
16. REMOVE FROM THE DESIGNATED SITE, AT THE EARLIEST POSSIBLE TIME, ALL DEBRIS, RUBBISH, SALVAGEABLE ITEMS, HAZARDOUS AND COMBUSTIBLE SERVICES. REMOVED MATERIALS MAY NOT BE STORED, SOLD OR BURNED ON THE SITE. REMOVAL OF HAZARDOUS AND COMBUSTIBLE MATERIALS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE PROCEDURES AS AUTHORIZED BY THE FIRE DEPARTMENT OR OTHER APPROPRIATE REGULATORY AGENCIES AND AUTHORITIES.
17. DISCONNECT, SHUT OFF AND SEAL IN CONCRETE ALL UTILITIES SERVING THE STRUCTURE(S) TO BE DEMOLISHED BEFORE THE COMMENCEMENT OF THE DESIGNATED DEMOLITION. MARK FOR POSITION ALL UTILITY DRAINAGE AND SANITARY LINES AND PROTECT ALL ACTIVE LINES. CLEARLY IDENTIFY BEFORE THE COMMENCEMENT OF DEMOLITION SERVICES THE REQUIRED INTERRUPTION OF ACTIVE SYSTEMS THAT MAY AFFECT OTHER PARTIES, AND NOTIFY ALL APPLICABLE UTILITY COMPANIES TO ENSURE THE CONTINUATION OF SERVICE.
18. THIS DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING CONDITIONS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL PROCEDURES ARE TO BE IN ACCORDANCE WITH STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS NECESSARY.

TREE REPLACEMENT CALCULATIONS

DBH	# OF TREES REMOVED	REPLACEMENT REQUIRED	# OF REPLACEMENT TREES REQUIRED (2.5" CALIPER)	PROPOSED QUALIFYING REPLACEMENT PLANTINGS	REMAINING REPLACEMENT REQUIREMENT
0" - 6"	13	1	13		
6.01" - 12"	13	2	26		
12.01" - 18"	5	3	15		
18.01" - 24"	4	4	16		
TOTAL	35	-	70	8	62

DEMOLITION PLAN LEGEND



TREE IDENTIFICATION SUMMARY

TREE #	DBH (INCHES)	TYPE
1	10	POPLAR
2	20	PINE
3	6	ASH
4	6	PINE
5	6	PINE
6	24	MAPLE
7	5	ASH
8	10	BLACK WALNUT
9	18	PINE
10	18	PINE
11	16	BLACK WALNUT
12	24	MAPLE
13	24	MAPLE
14	5	PINE
15	5	ASH
16	10	PINE
17	12	PINE
18	12	PINE
19	7	PINE
20	6	PINE
21	10	PINE
22	15	PINE
23	12	PINE
24	10	PINE
25	6	PINE
26	10	PINE
27	6	ASH
28	12	PINE
29	10	PINE
30	4	MAPLE
31	10	MAPLE
32	16	MAPLE
33	6	CHERRY
34	6	PINE
35	10	CHERRY

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 Lake Como, NJ 07719
 T: 732.974.0198
 F: 732.974.3521
 www.dynamiceng.com

PROJECT: **FELLOWSHIP SENIOR LIVING PROPOSED STAFF RESIDENCES**
 BLOCK 9301, LOT 3.5, BLOCK 9401, LOT 9
 8000 FELLOWSHIP ROAD
 BERNARDS TOWNSHIP, SOMERSET COUNTY, NEW JERSEY

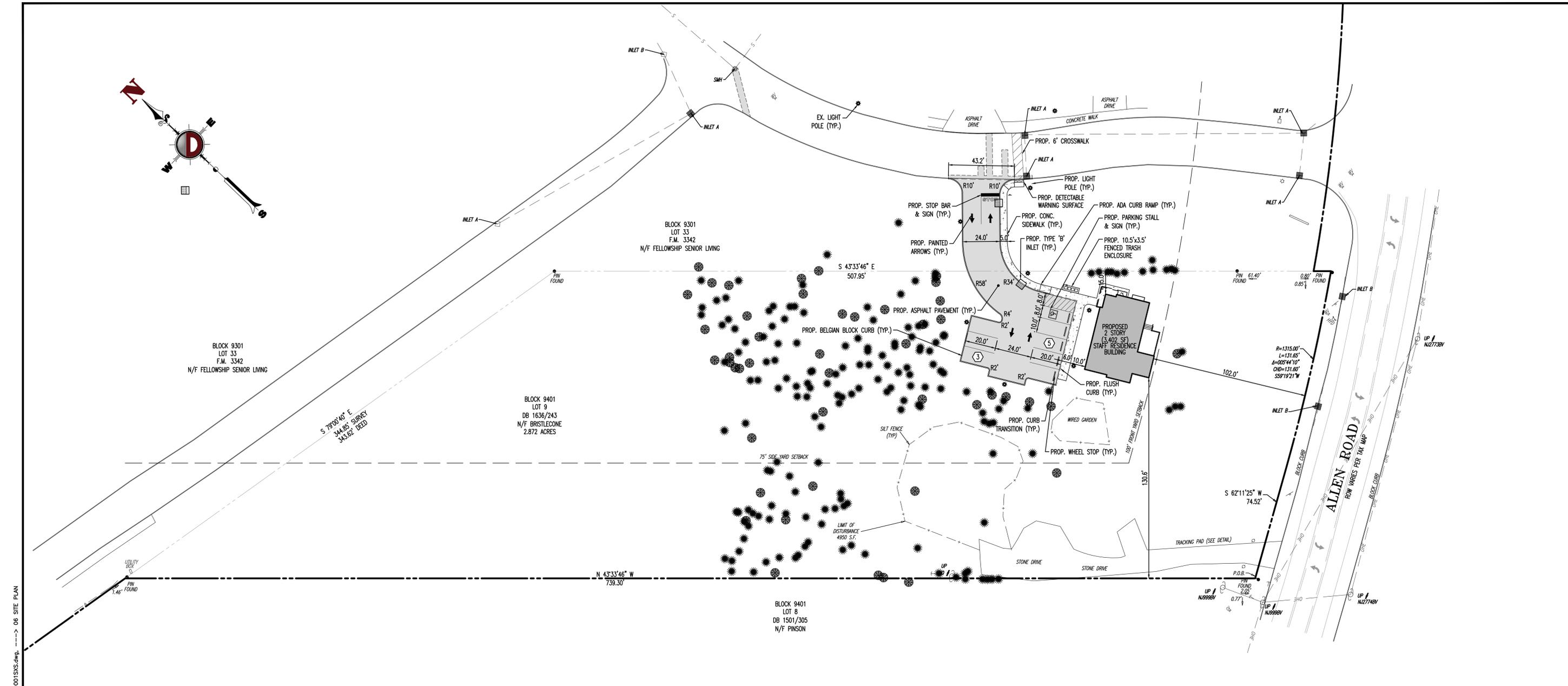
DANIEL J. DOUGHERTY PROFESSIONAL ENGINEER
 NEW JERSEY LICENSE No. 41690

JOHN A. PALUS PROFESSIONAL ENGINEER
 NEW JERSEY LICENSE No. 41975

TITLE: **DEMOLITION AND TREE REMOVAL PLAN**

JOB No: 4309-99-001 DATE: 09/10/2022
 DRAWN BY: GMC SCALE: (H) 1"=30' (V)
 DESIGNED BY: AF SHEET No:
 CHECKED BY: DJD
 CHECKED BY: **5**

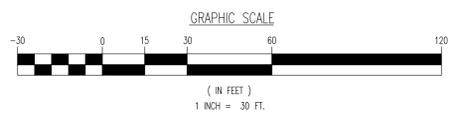
ALL LISTS REQUIRE VERIFICATION BY REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT PRIOR TO USING THE SERVICE OFFICE NUMBER IN ANY PERMITS FOR STATE OFFICIALS. DIRECT PHONE NUMBERS USE: www.call811.com



GENERAL NOTES

- THIS PLAN HAS BEEN PREPARED BASED ON REFERENCES INCLUDING:
BOUNDARY & TOPOGRAPHIC SURVEY
KENON SURVEYING SERVICES, INC.
15 POWDER HORN DRIVE, SUITE 4, P.O. BOX 4477
WILSON, NEW JERSEY 07099
SURVEYOR FILE NO: Z7944900
 - APPLICANT: FELLOWSHIP SENIOR LIVING
8000 FELLOWSHIP ROAD
BRISBANE ROAD, NJ 07920
 - OWNER: FELLOWSHIP SENIOR LIVING
8000 FELLOWSHIP ROAD
BRISBANE ROAD, NJ 07920
 - PARCEL DATA: BLOCK 9301, LOT 33
BLOCK 9401, LOT 9
TOWNSHIP OF BERNARDS
SOMERSET COUNTY, NJ
 - ZONE: ZONE RESIDENTIAL (R-2 ZONE)
 - EXISTING USE: SINGLE FAMILY HOME (PERMITTED USE) (§ 21-10.4.A.1)
 - PROPOSED USE: CONTINUING CARE RETIREMENT COMMUNITY (CONDITIONAL USE) (§ 21-10.4.A.3)
 - SCHEDULE OF ZONING REQUIREMENTS (§ 21-12.3.10)
- | ZONE REQUIREMENT | ZONE R2 | PREVIOUSLY APPROVED | PROPOSED |
|--|---------|---------------------|------------------|
| MINIMUM LOT AREA | 80 AC | 72,569 AC | 75,441 AC |
| MINIMUM LOT WIDTH | 200 FT | 1568.27 FT | 1773 FT |
| MINIMUM FRONT YARD SETBACK (BUILDING) | 100 FT | 100 FT | 102 FT |
| MINIMUM FRONT YARD SETBACK (PARKING) | 75 FT | 75 FT | 159.7 FT |
| MINIMUM REAR YARD SETBACK (BUILDING) | 100 FT | 100 FT | 352.6 FT |
| MINIMUM REAR YARD SETBACK (PARKING) | 75 FT | 75 FT | 276.2 FT |
| MINIMUM SIDE YARD SETBACK (BUILDING) | 75 FT | 75 FT | 128.9 FT |
| MINIMUM SIDE YARD SETBACK (PARKING) | 75 FT | 75 FT | 130.1 FT |
| MAXIMUM BUILDING HEIGHT (PROPOSED BUILDING) | 35 FT | N/A | 31.4 FT |
| MAXIMUM LOT COVERAGE (BY BUILDINGS & CANOPIES) | 20% | 15% | 14.5% |
| MAXIMUM INDEPENDENT & ASSISTED UNITS/ACRE | 5 | 4.71 (342 UNITS) | 4.53 (342 UNITS) |
| MAXIMUM INDEPENDENT UNITS/NURSING UNIT | 4 | 5.1 | 5.1 |
| MINIMUM # SINGLE UNITS TO INDEPENDENT | 1,305 | 2,135 | 2,135 |
| MINIMUM TOTAL PARKING | 618.1 | 618 | 626 |
| MINIMUM PARKING SETBACK | 75 FT | 75 FT | 75 FT |
| MINIMUM BUFFER | 25 FT | 25 FT | 25 FT |
| MAXIMUM IMPERVIOUS COVERAGE | 40% | 27.2% | 26.4% |
- N/S: NO STANDARD N/A: NOT APPLICABLE (E): EXISTING NON-COMFORMANCE (V): VARIANCE
- APPLICANT REQUESTS ANY AND ALL SUBMISSION WAIVERS THAT ARE NOT SPECIFICALLY IDENTIFIED HEREIN. TESTIMONY WILL BE SUPPLIED AT THE PUBLIC HEARING TO SUPPORT SAID SUBMISSION WAIVERS.
 - PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS BY ALL OF THE PERMITTING AUTHORITIES.
 - ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
 - THE SOILS REPORT AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER CONSTRUCTION MANAGER OF ANY DISCREPANCY BETWEEN SOILS REPORT & PLANS.
 - SITE CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
 - THE PROPERTY SURVEY SHALL BE CONSIDERED A PART OF THESE PLANS.
 - ALL EXCAVATIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
 - SOLID WASTE TO BE DISPOSED OF BY CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
 - ALL EXCAVATED UNSUITABLE MATERIAL MUST BE TRANSPORTED TO AN APPROVED DISPOSAL LOCATION.
 - CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION AND SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS.

- AS WELL AS ADDITIONAL PROVISIONS TO ASSURE STABILITY OF CONTIGUOUS STRUCTURES, AS FIELD CONDITIONS DICTATE.
- ALL CONTRACTORS MUST CARRY STATUTORY WORKERS COMPENSATION, EMPLOYERS LIABILITY INSURANCE AND APPROPRIATE LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL POLICES ENDORSED TO NAME DYNAMIC ENGINEERING CONSULTANTS, P.C. ITS SUBCONSULTANTS AS ADDITIONAL INSURED AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THE HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THE CONTRACTORS. CONTRACTORS MUST FURNISH DYNAMIC ENGINEERING CONSULTANTS, P.C. WITH CERTIFICATES OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RESUMPTION OF EACH POLICY. THE ENTIRE PERIOD OF CONSTRUCTION, IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS SUBCONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.
 - NEITHER THE PROFESSIONAL ACTIVITIES OF DYNAMIC ENGINEERING CONSULTANTS, P.C. NOR THE PRESENCE OF DYNAMIC ENGINEERING CONSULTANTS, P.C. OR ITS EMPLOYEES AND SUBCONSULTANTS AT A CONSTRUCTION/PROJECT SITE SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOBSITE SAFETY. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE MADE ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICES OF GENERAL LIABILITY INSURANCE.
 - DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN CONCEPT AND THE INFORMATION SHOWN IN THE CONSTRUCTION MEANS OR METHODS. COORDINATION OF THE WORK WITH OTHER TRADES OR CONSTRUCTION SAFETY PRECAUTIONS, ALL OF WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. DYNAMIC ENGINEERING'S REVIEW SHALL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT DYNAMIC ENGINEERING CONSULTANTS, P.C. HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO THE ATTENTION OF DYNAMIC ENGINEERING CONSULTANTS, P.C. IN WRITING BY THE CONTRACTOR. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
 - IN AN EFFORT TO RESOLVE ANY CONFLICTS THAT ARISE DURING THE DESIGN AND CONSTRUCTION OF THE PROJECT OR THE COMPLETION OF THE PROJECT, DYNAMIC ENGINEERING CONSULTANTS, P.C. AND THE CONTRACTOR MUST AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROJECT SHALL BE SUBMITTED TO NONBINDING MEDIATION UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.
 - THE CONTRACTOR MUST INCLUDE A MEDIATION PROVISION IN ALL AGREEMENTS WITH INDEPENDENT SUBCONTRACTORS AND CONSULTANTS RETAINED FOR THE PROJECT AND TO REQUIRE ALL INDEPENDENT CONTRACTORS AND CONSULTANTS ALSO TO INCLUDE A SIMILAR MEDIATION PROVISION IN ALL AGREEMENTS WITH THEIR SUBCONTRACTORS, SUBCONSULTANTS, SUPPLIERS AND FABRICATORS, THEREBY PROVIDING FOR MEDIATION AS THE PRIMARY METHOD FOR DISPUTE RESOLUTION BETWEEN THE PARTIES TO ALL SUCH AGREEMENTS.
 - IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE. ALL FINES OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM AND IT SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.
 - ALL TRAFFIC SIGNS AND STRIPING SHALL FOLLOW THE REQUIREMENTS SPECIFIED IN THE MANUAL ON "UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.
 - THE BUILDING SETBACK DIMENSIONS ILLUSTRATED AND LISTED ON THE SITE PLAN DRAWINGS ARE MEASURED FROM THE OUTSIDE SURFACE OF BUILDING WALLS. THESE SETBACK DIMENSIONS DO NOT ACCOUNT FOR ROOF OVERHANGS, ORNAMENTAL ELEMENTS, SIGNAGE OR OTHER EXTERIOR EXTENSIONS UNLESS SPECIFICALLY NOTED.
 - CONTRACTOR ACKNOWLEDGES HE HAS READ AND UNDERSTOOD THE DESIGN PHASE SOIL PERMEABILITY AND GROUNDWATER TEST RESULTS IN THE STORMWATER MANAGEMENT REPORT AND THAT THE CONTRACTOR'S RESPONSIBILITIES INCLUDE NECESSARY PROVISIONS TO ACHIEVE THE DESIGN PERMEABILITY IN THE FIELD.
 - CONTRACTOR TO BE ADVISED THAT THE ENGINEER WAS NOT PROVIDED WITH FINAL FLOOR PLAN DRAWINGS FOR THE BUILDING AT THE TIME OF SITE PLAN DESIGN. AS A RESULT, ENTRANCE DOOR LOCATIONS AS DEPICTED HEREON MAY NOT BE FINAL AND MUST BE CONFIRMED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. THE HANDICAP ACCESSIBLE PARKING SPACES AND ACCESSIBLE ROUTE MUST COMPLY WITH ADA 507.3-7 AND THE HANDICAP ACCESSIBLE PARKING SPACES MUST BE LOCATED AS THE NEAREST SPACES TO THE ENTRANCE. CONTRACTOR TO NOTIFY OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCY PRIOR TO CONSTRUCTION.



THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

DYNAMIC ENGINEERING
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Newtown, Pennsylvania 1: 287.685.0276 | Philadelphia, Pennsylvania 1: 215.253.4808 | Bethlehem, Pennsylvania 1: 610.598.4400

TITLE: **SITE PLAN**

PROJECT: **FELLOWSHIP SENIOR LIVING
PROPOSED STAFF RESIDENCES**

BLOCK 9301, LOT 33, BLOCK 9401, LOT 9
8000 FELLOWSHIP ROAD
BERNARDS TOWNSHIP, SOMERSET COUNTY, NEW JERSEY

JOB No: 4309-99-001
DATE: 09/10/2022
DRAWN BY: GMC
DESIGNED BY: AF
CHECKED BY: DJD
SCALE: (H) 1"=30'
(V)
SHEET No: 6

DANIEL J. DOUGHERTY PROFESSIONAL ENGINEER
NEW JERSEY LICENSE No. 41690

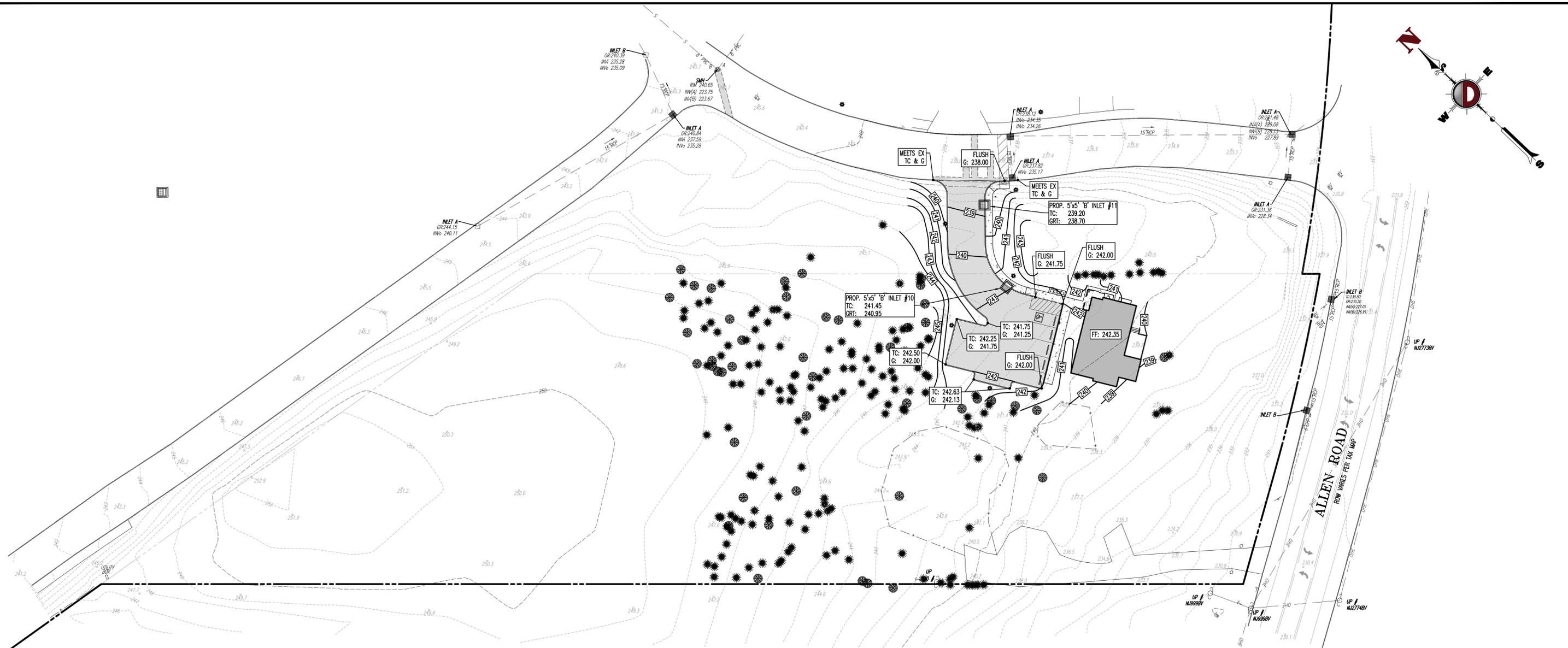
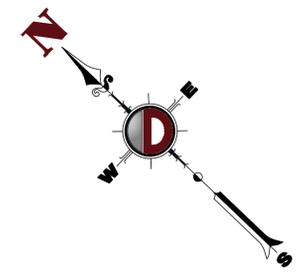
JOHN A. PALUS PROFESSIONAL ENGINEER
NEW JERSEY LICENSE No. 41975

811 PROTECT YOURSELF
ALL UTILITIES REQUIRE NOTIFICATION OF EXISTENCE, DEPTH, OR ANY OTHER INFORMATION PRIOR TO CONSTRUCTION. THE HANDICAP ACCESSIBLE PARKING SPACES AND ACCESSIBLE ROUTE MUST COMPLY WITH ADA 507.3-7 AND THE HANDICAP ACCESSIBLE PARKING SPACES MUST BE LOCATED AS THE NEAREST SPACES TO THE ENTRANCE. CONTRACTOR TO NOTIFY OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCY PRIOR TO CONSTRUCTION.

FOR STATE SPECIFICATIONS, DIRECT PHONE NUMBERS VISIT: www.call811.com

Rev. # 0

Plotted: 10/06/22 - 9:40 AM, By: gowdock, Product Ver: 24.1s (LMS Tech)
 File: \\server.local\cadd\Drawings\4309 Fellowship Senior Living\99-001 Bernards\Drawings\Site Plans\430999001S1MS.dwg, ---> 06 SITE PLAN



GRADING NOTES

- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT REFERENCED IN THIS PLAN SET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM. CONTRACTOR SHALL SUBMIT A COMPARISON REPORT PREPARED BY A QUALIFIED SOILS ENGINEER, REGISTERED WITHIN THE STATE, BEFORE THE WORK IS PERFORMED, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.
- CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHIC INFORMATION AND UTILITY INVERT ELEVATIONS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. CONTRACTOR TO ENSURE 0.75% MAX. SLOPE AGAINST ALL ISLAND CUTTERS, CURBS AND 1.0% ON ALL CONCRETE SURFACES, AND 1-1/2% MAX. ON ASPHALT TO PREVENT PONDING. ANY DISCREPANCIES THAT MAY AFFECT THE PUBLIC SAFETY OR PROJECT COST, MUST BE IDENTIFIED TO THE ENGINEER IN WRITING IMMEDIATELY. PROCEEDING WITH CONSTRUCTION WITH DESIGN DISCREPANCIES IS DONE SO AT THE CONTRACTOR'S OWN RISK.
- PROPOSED TOP OF CURB ELEVATIONS ARE GENERALLY 6" ABOVE EXISTING LOCAL ASPHALT GRADE UNLESS OTHERWISE NOTED. FIELD ADJUST TO CREATE A MIN. OF 0.75% GUTTER GRADE ALONG CURB FACE. ENGINEER TO APPROVE FINAL CURBING CUT SHEETS PRIOR TO INSTALLATION.
- SUBBASE MATERIAL FOR SIDEWALKS, CURB, OR ASPHALT SHALL BE FREE OF ORGANICS AND OTHER UNSUITABLE MATERIALS. SHOULD SUBBASE BE DEEMED UNSUITABLE, SUBBASE IS TO BE REMOVED AND FILLED WITH APPROVED FILL MATERIAL COMPACTED TO 95% OPTIMUM DENSITY (AS DETERMINED BY MODIFIED PROCTOR METHOD).
- REFER TO SITE PLAN FOR ADDITIONAL NOTES.
- IN CASE OF DISCREPANCIES BETWEEN PLANS, THE SITE PLAN WILL SUPERCEDE IN ALL CASES. CONTRACTOR MUST NOTIFY ENGINEER OF RECORD OF ANY CONFLICT IMMEDIATELY.
- MAXIMUM CROSS SLOPE OF 2% ON ALL SIDEWALKS.
- CONTRACTOR TO ENSURE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS IN ADA PARKING SPACES AND ADA ACCESSIBLE AREAS. CONTRACTOR TO ENSURE A MAXIMUM OF 1.5% RUNNING SLOPE AND 2% CROSS SLOPE ALONG ALL OTHER PORTIONS OF ACCESSIBLE ROUTES WITH THE EXCEPTION OF RAMPS AND CURB RAMPS. CONTRACTOR SHALL CLARIFY ANY QUESTIONS CONCERNING CONSTRUCTION IN ADA AREAS WITH THE ENGINEER PRIOR TO THE START OF CONSTRUCTION.
- THE OWNER SHALL RETAIN DYNAMIC EARTH, LLC (908-879-7095) OR ALTERNATE QUALIFIED GEOTECHNICAL ENGINEER TO TEST SOIL PERMEABILITY AND PROVIDE CONSTRUCTION PHASE INSPECTIONS OF THE BASIN BOTTOM SOILS AND ANY FILL MATERIALS WITHIN ANY PROPOSED INFILTRATION OR RETENTION BASIN TO COMPARE RESULTS TO DESIGN CRITERIA.
- CONTRACTOR IS TO REMOVE EXISTING UNSUITABLE OR OVERLY COMPACT SOIL OR ROCK AS NEEDED TO ACHIEVE REQUIRED PERMEABILITY AS DIRECTED BY THE OWNERS GEOTECHNICAL ENGINEER, AND NEW FILL, IF NEEDED, SHALL HAVE AN IN PLACE PERMEABILITY GREATER THAN OR EQUAL TO THE DESIGN CRITERIA.
- CONTRACTOR IS RESPONSIBLE FOR CONTRACTING THE OWNER'S GEOTECHNICAL ENGINEER PRIOR TO ONSET OF CONSTRUCTION TO SUBMIT AND CONFIRM THE CONTRACTOR'S PROPOSED MEANS AND MATERIALS AND TO SCHEDULE INSPECTIONS FOR BOTTOM OF BASIN, REMOVAL OF UNSUITABLE SOIL, FILL PLACEMENT, AND FILL BASIN PERMEABILITY TESTING.
- THE CONTRACTOR IS RESPONSIBLE FOR AS-BUILT PLANS AND GRADE CONTROL UNLESS DEFINED OTHERWISE ELSEWHERE IN THE CONTRACT DOCUMENTS.

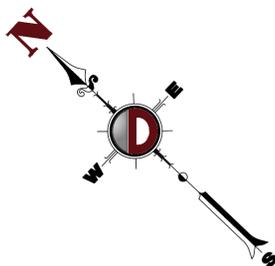
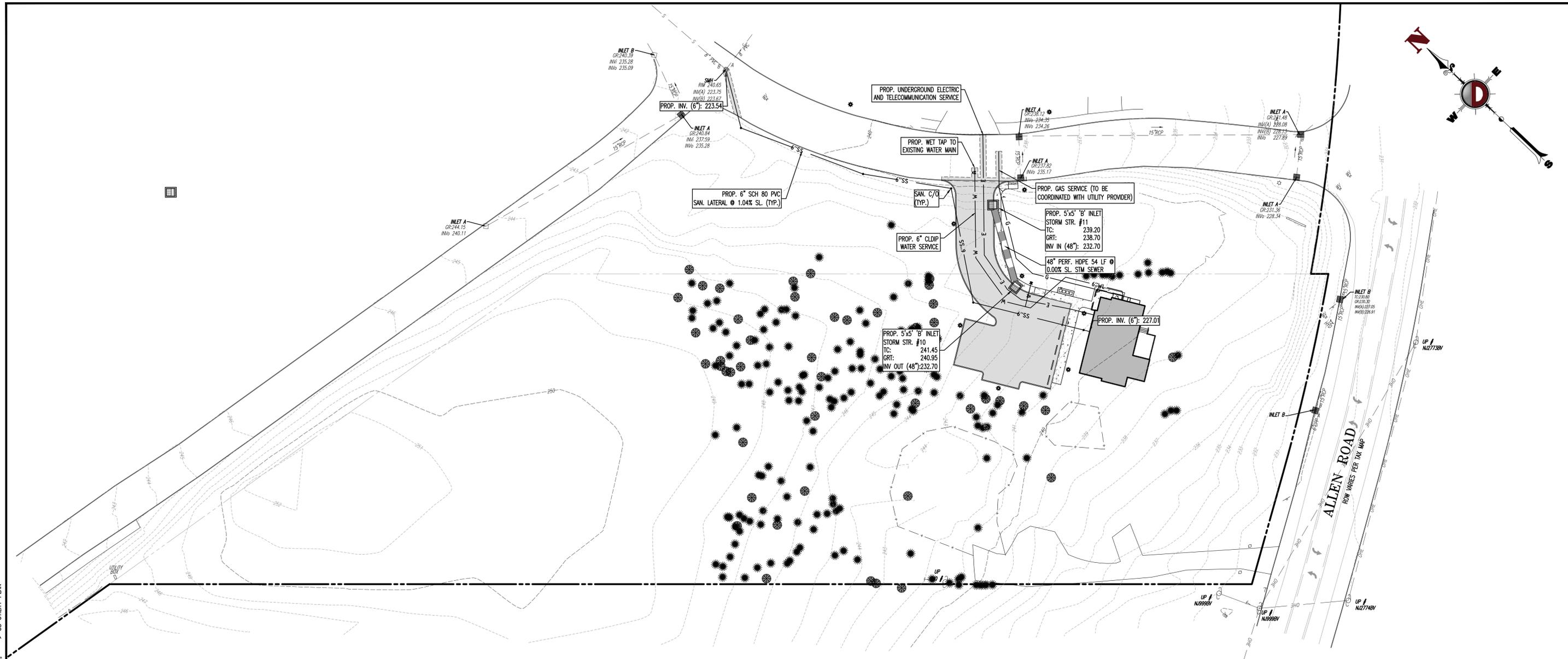
ADA NOTES

ALL SLOPES INDICATED ARE ACTUAL. CONTRACTOR TO REFER TO LATEST ADA GUIDELINES AND NJ BARRIER FREE SUBCODE (NAC 5:23-7) FOR SLOPE LIMITS. AT THE TIME OF PLAN DESIGN, THE SLOPE LIMITS ARE AS FOLLOWS:

- SIDEWALKS / ACCESSIBLE ROUTES**
- RUNNING SLOPE: 1:20 (5%) MAX. (4.5% MAX. FOR NEW CONSTRUCTION)
 - CROSS SLOPE: 1:48 (2.08%) MAX., 1.0% MIN. (1.5% MAX. FOR NEW CONSTRUCTION)
 - INTERSECTION SLOPE: 1:48 (2.08%) MAX. IN ALL DIRECTIONS (1.5% MAX. FOR NEW CONSTRUCTION)
 - CHANGE IN LEVELS: 3/4" MAX. HEIGHT OR 3/4" MAX. HEIGHT WITH BEVELED EDGE. BEVELED EDGE SLOPE OF 1:2 (50%) MAX.
 - GAPS: 3/4" MAX. WIDTH ELONGATED OPENINGS SHALL BE PLACED SO LONG DIMENSION IS PERPENDICULAR TO PATH OF TRAVEL.
- CURB RAMP**
- SLOPE: 1:12 (8.3%) MAX. (7.4% MAX. FOR NEW CONSTRUCTION)
 - SIDE FLARE SLOPE: 1:10 (10%) MAX. (WHERE PEDS CROSS RAMP)
 - BOTTOM LANDING: 48" MIN. LENGTH; WIDTH TO MATCH CURB RAMP; 1:48 MAX. (2.08%) IN ALL DIRECTIONS (1.5% MAX. FOR NEW CONSTRUCTION)
 - TOP LANDING: 36" MIN. LENGTH; WIDTH TO MATCH CURB RAMP; 1:48 MAX. (2.08%) CROSS SLOPE (1.5% MAX. FOR NEW CONSTRUCTION) AND 1:20 (5%) RUNNING SLOPE (4.5% MAX. FOR NEW CONSTRUCTION)
- ACCESSIBILITY PARKING SPACES**
- SPACE AND ACCESS ASLE SLOPE: 1:48 MAX. (2.08%) IN ALL DIRECTIONS (1.5% MAX. FOR NEW CONSTRUCTION)
- CROSSWALKS**
- RUNNING SLOPE: 1:20 (5%) MAX. (4.5% MAX. FOR NEW CONSTRUCTION)
 - CROSS SLOPE: 1:48 (2.08%) MAX. (1.5% MAX. FOR NEW CONSTRUCTION)
 - CHANGE IN LEVELS: 3/4" MAX. HEIGHT OR 3/4" MAX. HEIGHT WITH BEVELED EDGE. BEVELED EDGE SLOPE OF 1:2 (50%) MAX.
 - GAPS: 1/2" MAX. WIDTH ELONGATED OPENINGS SHALL BE PLACED SO LONG DIMENSION IS PERPENDICULAR TO PATH OF TRAVEL.
- RAMPS**
- SLOPE: 1:12 (8.3%) MAX. (7.4% MAX. FOR NEW CONSTRUCTION)
 - EXISTING RAMPS: SLOPE: 1:10 (10%) MAX. FOR RISE OF 6", 1:8 (12.5%) MAX. FOR MAX. RISE OF 3"
 - MAX. RISE: 30"
 - MIN. CLEAR WIDTH: 36"
 - MIN. LANDING CLEAR LENGTH: 60"
 - MAX. CROSS SLOPE: 1:48 (2.08%) (1.5% MAX. FOR NEW CONSTRUCTION)

GRADING/UTILITY GRAPHIC LEGEND

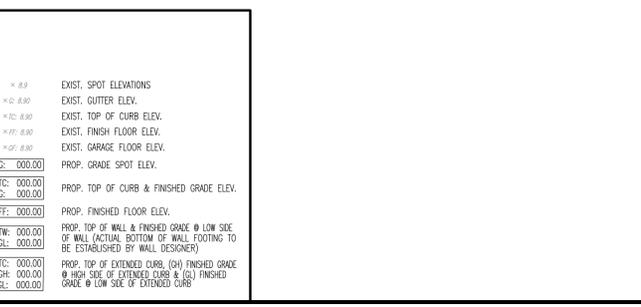
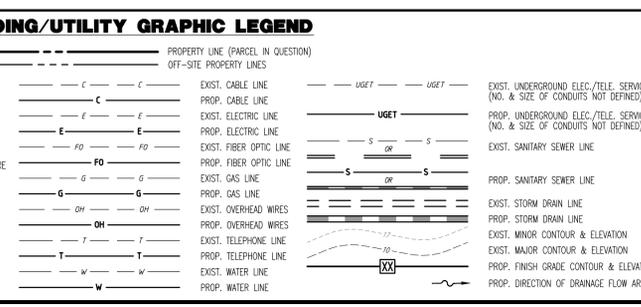
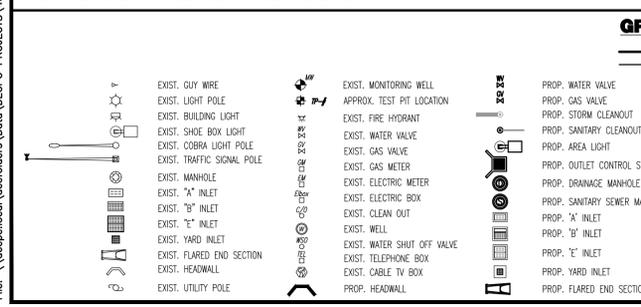
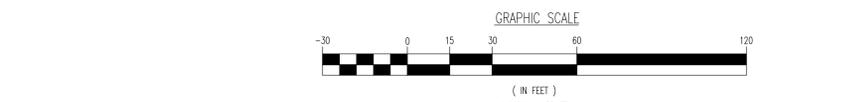
	EXIST. GUY WIRE		EXIST. MONITORING WELL		EXIST. CABLE LINE		EXIST. UNDERGROUND ELEC./TELE. SERVICE (NO. & SIZE OF CONDUITS NOT DEFINED)		EXIST. SPOT ELEVATIONS
	EXIST. LIGHT POLE		EXIST. FIRE HYDRANT		EXIST. ELECTRIC LINE		PROP. UNDERGROUND ELEC./TELE. SERVICE (NO. & SIZE OF CONDUITS NOT DEFINED)		EXIST. GUTTER ELEV.
	EXIST. BUILDING LIGHT		EXIST. WATER VALVE		EXIST. ELECTRIC LINE		EXIST. SANITARY SEWER LINE		EXIST. TOP OF CURB ELEV.
	EXIST. SHOE BOX LIGHT		EXIST. GAS VALVE		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		EXIST. TOP OF FLOOR ELEV.
	EXIST. COBRA LIGHT POLE		EXIST. GAS METER		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		EXIST. FINISH FLOOR ELEV.
	EXIST. TRAFFIC SIGNAL POLE		EXIST. ELECTRIC METER		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		EXIST. GARAGE FLOOR ELEV.
	EXIST. MANHOLE		EXIST. ELECTRIC BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. GRADE SPOT ELEV.
	EXIST. "A" INLET		EXIST. WELL		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF CURB & FINISHED GRADE ELEV.
	EXIST. "B" INLET		EXIST. WATER SHUT OFF VALVE		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. FINISHED FLOOR ELEV.
	EXIST. "C" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF WALL & FINISHED GRADE @ LOW SIDE OF WALL (ACTUAL BOTTOM OF WALL FOOTING TO BE ESTABLISHED BY WALL DESIGNER)
	EXIST. "D" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF WALL & FINISHED GRADE @ HIGH SIDE OF WALL (ACTUAL BOTTOM OF WALL FOOTING TO BE ESTABLISHED BY WALL DESIGNER)
	EXIST. "E" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB
	EXIST. "F" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB
	EXIST. "G" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB
	EXIST. "H" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB
	EXIST. "I" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB
	EXIST. "J" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB
	EXIST. "K" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB
	EXIST. "L" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB
	EXIST. "M" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB
	EXIST. "N" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB
	EXIST. "O" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB
	EXIST. "P" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB
	EXIST. "Q" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB
	EXIST. "R" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB
	EXIST. "S" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB
	EXIST. "T" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB
	EXIST. "U" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB
	EXIST. "V" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB
	EXIST. "W" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB
	EXIST. "X" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB
	EXIST. "Y" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB
	EXIST. "Z" INLET		EXIST. TELEPHONE BOX		EXIST. ELECTRIC LINE		EXIST. STORM DRAIN LINE		PROP. TOP OF EXTENDED CURB, (2) FINISHED GRADE @ LOW SIDE OF EXTENDED CURB & (2) FINISHED GRADE @ HIGH SIDE OF EXTENDED CURB
	PROP. WATER VALVE		PROP. CABLE LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. GAS VALVE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. STORM CLEANOUT		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. SANITARY CLEANOUT		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. AREA LIGHT		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. OUTLET CONTROL STRUCTURE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. DRAINAGE MANHOLE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. SANITARY SEWER MANHOLE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "A" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "B" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "C" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "D" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "E" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "F" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "G" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
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	PROP. "K" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "L" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "M" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "N" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "O" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "P" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "Q" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "R" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "S" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "T" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE
	PROP. "U" INLET		PROP. ELECTRIC LINE		PROP. ELECTRIC LINE				



- ### UTILITY NOTES
1. LOCATION OF ALL EXISTING AND PROPOSED SERVICES ARE APPROXIMATE AND MUST BE CONFIRMED INDEPENDENTLY WITH LOCAL UTILITY COMPANIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION. SANITARY SEWER AND ALL OTHER UTILITY SERVICE CONNECTION POINTS SHALL BE CONFIRMED INDEPENDENTLY BY THE CONTRACTOR IN FIELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ALL DISCREPANCIES SHALL BE REPORTED IMMEDIATELY IN WRITING TO THE ENGINEER. CONSTRUCTION SHALL COMMENCE BEGINNING AT THE LOWEST INVERT (POINT OF CONNECTION) AND PROGRESS UP GRADIENT. INTERFACE POINTS (CROSSINGS) WITH EXISTING UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED BY TEST PIT PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY UTILITY "ONE-CALL" NUMBER 72 HOURS PRIOR TO ANY EXCAVATION ON THIS SITE. CONTRACTOR SHALL ALSO NOTIFY LOCAL WATER & SEWER DEPARTMENTS TO MARK-OUT THEIR UTILITIES.
 3. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT BUILDING UTILITY CONNECTION LOCATIONS. WHERE CONFLICTS EXIST WITH THESE SITE PLANS, ENGINEER IS TO BE NOTIFIED PRIOR TO CONSTRUCTION TO RESOLVE SAME. SERVICE SIZES TO BE DETERMINED BY ARCHITECT.
 4. WATER SERVICE MATERIALS SHALL BE SPECIFIED BY THE LOCAL UTILITY COMPANY. CONTRACTORS PRICE FOR WATER SERVICE SHALL INCLUDE ALL FEES AND APPURTENANCES REQUIRED BY THE UTILITY TO PROVIDE A COMPLETE WORKING SERVICE.
 5. ALL WATER MAIN SHALL BE CEMENT-LINED, CLASS 52 DUCTILE IRON PIPE, UNLESS OTHERWISE DESIGNATED.
 6. THE MINIMUM DIAMETER FOR DOMESTIC WATER SERVICES SHALL BE 1 INCH.
 7. SEWER MAINS SHALL BE SEPARATED FROM WATER MAINS BY A DISTANCE OF AT LEAST 10 FEET HORIZONTALLY. WHERE THIS IS NOT POSSIBLE, THE PIPES SHALL BE IN SEPARATE TRENCHES WITH THE SEWER MAIN AT LEAST 18 INCHES BELOW THE WATER MAIN. ALL SEWER MAINS SHALL BE SDR-35 PVC PIPE UNLESS OTHERWISE DESIGNATED.
 8. ALL SEWER PIPE INSTALLED WITH LESS THAN 3 FEET OF COVER, GREATER THAN 20 FEET OF COVER OR WITHIN 18 INCHES OF A WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE. ALL DUCTILE IRON SEWER PIPE SHALL BE CEMENT-LINED, CLASS 52 PIPE, FURNISHED WITH SEWER COAT, OR APPROVED EQUAL.
 9. WHERE SANITARY SEWER LATERALS ARE GREATER THAN 10' DEEP AT CONNECTION TO THE SEWER MAIN, CONCRETE DEEP LATERAL CONNECTIONS ARE TO BE UTILIZED.
 10. THE CONTRACTOR IS RESPONSIBLE FOR THE STABILIZATION OF THE EXISTING SEWER MAIN, STRUCTURES AND APPURTENANCES DURING CONNECTION.
 11. LOCATION & LAYOUT OF GAS, ELECTRIC & TELECOMMUNICATION UTILITY LINES AND SERVICES SHOWN ON THESE PLANS ARE SCHEMATIC IN NATURE. ACTUAL LOCATION & LAYOUT OF THESE UTILITIES & SERVICES ARE TO BE PER THE APPROPRIATE UTILITY PROVIDER.
 12. ALL SEWER AND WATER FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REGULATORY AUTHORITY'S RULES AND REGULATIONS.
 13. ALL PROPOSED UTILITIES TO BE INSTALLED UNDERGROUND UNLESS OTHERWISE NOTED.

- ### EXISTING UTILITY NOTES
- EXISTING WATER SERVICE NOTE:** CONTRACTOR TO LOCATE AND UTILIZE EXISTING WATER SERVICE CONNECTION IF FEASIBLE. OTHERWISE REMOVE EXISTING WATER SERVICE LINE AND CAP AT MAIN IN R.O.W. IN ACCORDANCE WITH THE LOCAL WATER COMPANY REQUIREMENTS. TERMINATION AT THE MAIN MUST BE APPROVED BY THE LOCAL WATER COMPANY PRIOR TO COMPLETION. IF THE EXISTING WATER SERVICE CAN NOT BE UTILIZED, THE NEW SERVICE IS TO BE COORDINATED AND VERIFIED FOR LOCATION WITH THE LOCAL WATER COMPANY. CONTRACTOR SHALL OBTAIN ALL REQUIRED STREET OPENING PERMITS FOR REMOVAL OF EXISTING SERVICE AND INSTALLATION OF NEW SERVICE.
- EXISTING GAS SERVICE NOTE:** CONTRACTOR TO LOCATE AND UTILIZE EXISTING GAS SERVICE CONNECTION IF FEASIBLE. OTHERWISE REMOVE EXISTING GAS SERVICE LINE AND CAP AT MAIN IN R.O.W. IN ACCORDANCE WITH THE LOCAL GAS COMPANY REQUIREMENTS. TERMINATION AT THE MAIN MUST BE APPROVED BY THE LOCAL GAS COMPANY PRIOR TO COMPLETION. ANY NEW SERVICE IS TO BE COORDINATED AND VERIFIED FOR LOCATION WITH THE LOCAL GAS COMPANY. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED STREET OPENING PERMITS FOR REMOVAL OF EXISTING SERVICE AND INSTALLATION OF NEW SERVICE.
- SANITARY SEWER SERVICE NOTE:** CONTRACTOR TO LOCATE AND UTILIZE EXISTING SEWER SERVICE CONNECTION IF OF ADEQUATE SIZE AND INTEGRITY AND ACCEPTABLE TO LOCAL SEWER AUTHORITY. OTHERWISE CONTRACTOR TO REMOVE EXISTING SEWER SERVICE LINE AND CAP AT MAIN IN R.O.W. IN ACCORDANCE WITH THE LOCAL SEWER AUTHORITY REQUIREMENTS. TERMINATION AT THE MAIN MUST BE APPROVED BY THE LOCAL SEWER AUTHORITY PRIOR TO COMPLETION. IF EXISTING SEWER SERVICE CAN NOT BE UTILIZED THEN THE NEW SERVICE IS TO BE COORDINATED AND VERIFIED FOR LOCATION WITH THE LOCAL SEWER AUTHORITY. CONTRACTOR SHALL OBTAIN ALL REQUIRED STREET OPENING PERMITS FOR REMOVAL OF EXISTING SERVICE AND INSTALLATION OF NEW SERVICE.

- ### DRAINAGE NOTES
1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY UTILITY "ONE-CALL" NUMBER 72 HOURS PRIOR TO ANY EXCAVATION ON THIS SITE. CONTRACTOR SHALL ALSO NOTIFY LOCAL WATER & SEWER DEPARTMENTS TO MARK-OUT THEIR UTILITIES.
 2. ROOF LEADER COLLECTION PIPING ARE CONCEPTUAL IN NATURE AND ARE NOT FOR CONSTRUCTION. ACTUAL ROOF LEADER COLLECTION PIPING IS TO BE COORDINATED W/ ARCHITECTURAL PLANS FOR EACH INDIVIDUAL BUILDING. ALL ROOF LEADER COLLECTION PIPING SHALL BE SCHEDULE 40 PVC UNLESS OTHERWISE DESIGNATED.
 3. MANUFACTURED REINFORCED CONCRETE STORM PIPE TO CONFORM TO ASTM C-76, CLASS III, UNLESS OTHERWISE DESIGNATED. MANUFACTURED REINFORCED CONCRETE ELLIPTICAL STORM PIPE TO CONFORM TO ASTM C-507, CLASS HE-III, UNLESS OTHERWISE DESIGNATED. REINFORCED CONCRETE STORMPIPE TO BE INSTALLED IN ACCORDANCE WITH AMERICAN CONCRETE PIPE ASSOCIATION INSTALLATION GUIDELINES AND MORTAR OR PREFORMED FLEXIBLE JOINT SEALANTS IN ACCORDANCE WITH ASTM C 995 TO BE UTILIZED TO PROVIDE A SLT-TIGHT JOINT. WHERE SPECIFICALLY INDICATED, REINFORCED CONCRETE STORM PIPE JOINTS SHALL BE WATER TIGHT AND CONFORM TO ASTM C-443.
 4. HOPE DRAINAGE PIPE SHALL HAVE A SMOOTH WALL INTERIOR WITH ANNULAR EXTERIOR CORRUGATIONS AND CONFORM TO ASTM F2306. SOLID PIPE SHALL HAVE GASKETED WATER-TIGHT JOINTS MEETING THE REQUIREMENTS OF ASTM D3212 AND ASTM F477. PERFORATED PIPE SHALL HAVE GASKETED SLT-TIGHT JOINTS MEETING THE REQUIREMENTS OF ASTM F2306 AND ASTM F477. HOPE PIPE SHALL BE FROM A MANUFACTURER WHO IS AN EASTERN STATES CONSORTIUM (ESC) QUALIFIED MANUFACTURER OF HOPE PIPE AND INSTALLED IN ACCORDANCE WITH PIPE MANUFACTURE RECOMMENDATIONS.
 5. HP DRAINAGE PIPE SHALL HAVE A SMOOTH WALL INTERIOR WITH ANNULAR EXTERIOR CORRUGATIONS AND CONFORM TO ASTM F2736 (12"-30" PIPE) AND ASTM F2881 (36"-60" PIPE). PIPE SHALL HAVE GASKETED WATER-TIGHT JOINTS MEETING THE REQUIREMENTS OF ASTM D3212 AND ASTM F477. FIELD WATER TIGHTNESS PERFORMANCE VERIFICATION MAY BE ACCOMPLISHED IN ACCORDANCE WITH ASTM F2487. HP PIPE SHALL BE FROM A MANUFACTURER WHO IS AN EASTERN STATES CONSORTIUM (ESC) QUALIFIED MANUFACTURER OF HP STORM PIPE AND INSTALLED IN ACCORDANCE WITH PIPE MANUFACTURE RECOMMENDATIONS.
 6. PIPE LENGTHS ON THIS PLAN HAVE BEEN MEASURED AS THE DISTANCE BETWEEN THE CENTER POINT OF THE 2 CONNECTED STRUCTURES. ACTUAL PHYSICAL PIPE LENGTH FOR INSTALLATION IS EXPECTED TO BE LESS AND SHOULD BE ACCOUNTED FOR BY THE CONTRACTOR ACCORDINGLY.



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Newtown, Pennsylvania | 287.685.0276 | Philadelphia, Pennsylvania | 215.253.4808 | Bethlehem, Pennsylvania | 610.998.4400

TITLE: **UTILITY PLAN**

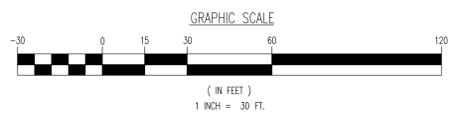
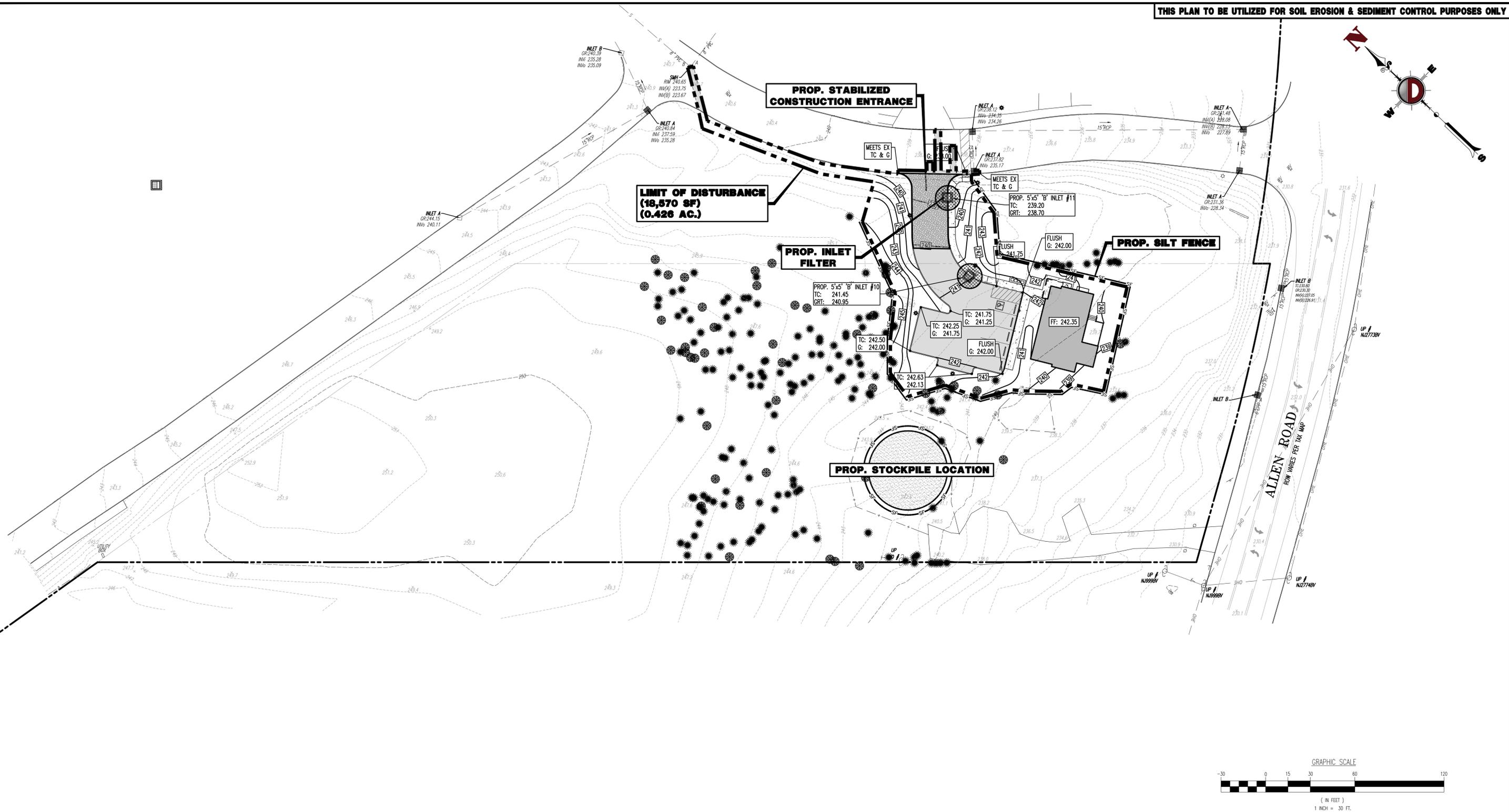
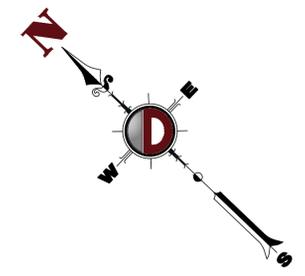
PROJECT: **FELLOWSHIP SENIOR LIVING PROPOSED STAFF RESIDENCES**
BLOCK 9301, LOT 3.5, BLOCK 9401, LOT 9
8000 FELLOWSHIP ROAD
BERNARDS TOWNSHIP, SOMERSET COUNTY, NEW JERSEY

JOB No: 4309-99-001 | DATE: 09/10/2022
DRAWN BY: GMC | SCALE: (H) 1"=30' (V)
DESIGNED BY: AF | SHEET No:
CHECKED BY: DJD
CHECKED BY: -

DANIEL J. DOUGHERTY | **JOHN A. PALUS**
PROFESSIONAL ENGINEER | PROFESSIONAL ENGINEER
NEW JERSEY LICENSE No. 41690 | NEW JERSEY LICENSE No. 41975

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Rev. # 0



Plotted: 10/06/22 - 9:41 AM, By: gowdrick, Product: Ver: 24.1s (LMS Tech)
 File: \\vepc.local\depcorp\proj\4309 Fellowship Senior Living\99-001 Bernarda\Draw\Site Plans\430999a01SED.dwg, ---> 10 SOIL EROSION AND SEDIMENT CONTROL PLAN

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TITLE: SOIL EROSION AND SEDIMENT CONTROL PLAN

PROJECT: **FELLOWSHIP SENIOR LIVING PROPOSED STAFF RESIDENCES**
 BLOCK 9301, LOT 35, BLOCK 9401, LOT 9
 8000 FELLOWSHIP ROAD
 BERNARDS TOWNSHIP, SOMERSET COUNTY, NEW JERSEY

JOB No: 4309-99-001	DATE: 09/10/2022
DRAWN BY: GMC	SCALE: (H) 1"=30' (V)
DESIGNED BY: AF	SHEET No:
CHECKED BY: DJD	10
CHECKED BY: -	OF 13

DANIEL J. DOUGHERTY
 PROFESSIONAL ENGINEER
 NEW JERSEY LICENSE No. 41690

JOHN A. PALUS
 PROFESSIONAL ENGINEER
 NEW JERSEY LICENSE No. 41975

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**TOWNSHIP OF BERNARDS
ZONING BOARD OF ADJUSTMENT
APPLICATION STATUS FORM**

Application No: ZB22-027 Block: 801 Lot: 4.01 Zone: E-5

Applicant: PRISCILLA'S PANTRY LLC

Address of Property: 199 MORRISTOWN ROAD

Description: AMENDED PRELIMINARY/FINAL SITE PLAN
APPROVAL, BULK, USE, & FAR VARIANCES FOR A SIGN,
INSTALLATION OF SELF CONTAINED REFRIDGERATION UNIT

APPLICATION CHECKLIST

- | | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | Original + 16 copies of Application | <input checked="" type="checkbox"/> | Engineering Plan/Plot Plan |
| <input checked="" type="checkbox"/> | W-9 | <input type="checkbox"/> | Architectural Plans |
| <input checked="" type="checkbox"/> | Site Visit Consent (A) | <input checked="" type="checkbox"/> | Survey |
| <input checked="" type="checkbox"/> | Ownership Form (B) | <input checked="" type="checkbox"/> | Photographs |
| <input checked="" type="checkbox"/> | 200' Property Search List (C) | <input type="checkbox"/> | Wetlands Report/LOI |
| <input checked="" type="checkbox"/> | Tax Certification (D) | <input checked="" type="checkbox"/> | Application Fee |
| <input checked="" type="checkbox"/> | Notice to be Served/Published (E) | <input checked="" type="checkbox"/> | Escrow Deposit |
| <input checked="" type="checkbox"/> | Dimensional Statistics Form (F) | <input checked="" type="checkbox"/> | Imaging Fee |
| <input checked="" type="checkbox"/> | Contributions Disclosure Form (G) | <input type="checkbox"/> | Tax Map Revision Fee |
| | | <input checked="" type="checkbox"/> | Checklist |

SCHEDULING

9.19.22 Original Submission Date
11.3.22 Completeness Deadline (45 days)
 _____ Incomplete Date
 _____ Resubmission Date
 _____ Date Complete
 _____ Time to Act (45/95/120 days)

HEARING

_____ Notice to Property Owners
 _____ Date of Publication
10.13.22 Completeness Hearing
12.7.22 Public Hearing
 _____ Carried to Date
 _____ Decision - Approved/Denied
 _____ Resolution Memorialized
 _____ Resolution Published

DISTRIBUTION

9.19.22 Environmental Comm
 _____ Fire Official
 _____ LCFAS
 _____ Police

NOTES

Law Offices of Frederick B. Zelle

53 Division Avenue – First Floor
Post Office Box 324
Millington, New Jersey 07946

Frederick B. Zelle, Esq.
(Member N.J. & Pa. Bars)

Telephone (Temporary): (973) 397-0254
Email: fzele@fbzlegal.com

September 19, 2022

Ms. Cynthia Kiefer, Administrator
Bernards Township Board of Adjustment
277 South Maple Avenue
Basking Ridge, New Jersey 07920

Via Hand Delivery

Re: Application for D-2 Use and Bulk Variances
Applicant: Priscillas Pantry Limited Liability Company
Tax Block 801, Lot 4.01 – 195-199 Morristown Road

Dear Ms. Kiefer:

This office represents Priscillas Pantry Limited Liability Company, the Applicant in the above referenced Application.

Enclosed herewith please find the following:

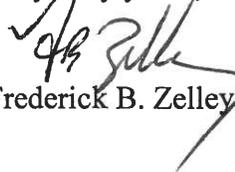
1. Bernards Township Zoning Board of Adjustment Application (O+16)
2. Addendum to Application (O+16)
3. Preliminary Site Plan Approval Checklist (17)
4. Final Site Plan Approval Checklist (17)
5. C Variance Checklist (17)
6. Dimensional Statistics Sheet (17)
7. Technical Sheets from Polar King International, Inc. (6 Sheets) (17 Sets)
8. Project Report and Environmental Impact Assessment prepared by Page-Mueller Engineering Consultants, PC (17)
9. (2) Site Inspection Consent Forms (17)

10. Statement of Ownership (O+16)
11. (4) Contribution Disclosure Statements (17)
12. Proposed Notice of Hearing (17)
13. 200' Property Owners List (17)
14. Property Tax Certification
15. Copy of Owner's Deed (17)
16. Copy of Bernards Township Board of Adjustment Resolution dated January 6, 2016 under Application Number ZB14-27 (17)
17. Copy of Bernards Township Board of Adjustment Resolution dated October 3, 2018 under Application Number ZB14-27A (17)
18. Site Photographs (11 photos) (17 sets)
19. Engineering Plans by Page-Mueller Engineering Consultants, PC (2 Sheets) (17 Sets)
20. Survey by Casey & Keller (17)
21. Our client's checks in the respective amounts of \$805.76 for the application fees, \$3,518.26 for the escrows and \$75.00 for the document imaging fee.
22. Form W-9 (if required)

If any additional documentation is needed in order to make this application complete, kindly advise our office accordingly. If not, kindly advise us when the application has been deemed to be complete and of the scheduled hearing date. Needless to say, our client would like to have the application heard as soon as possible.

Thank you for your attention and anticipated continued cooperation in this matter. Should you have any questions or concerns, or if we may otherwise be of any further assistance, please do not hesitate to contact me.

Very truly yours,


Frederick B. Zelley

FBZ/wp
Enclosures
cc (w/o plans):

Priscilla's Pantry Limited Liability Company
Catherine Mueller, P.E. – Page-Mueller Engineering Consultants, P.C.

TOWNSHIP OF BERNARDS
2019 ZONING BOARD OF ADJUSTMENT APPLICATION

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bulk or Dimensional ("c") Variance
<input checked="" type="checkbox"/> Use ("d") Variance
<input type="checkbox"/> Conditional Use ("d") Variance
<input checked="" type="checkbox"/> Floor Area Ratio, Density, or Height ("d") Variance
<input checked="" type="checkbox"/> AMENDED Site Plan - Preliminary / Final | <input type="checkbox"/> Appeal of Zoning Officer's Decision
<input type="checkbox"/> Interpretation of Zoning Ordinance
<input type="checkbox"/> Minor Subdivision
<input type="checkbox"/> Major Subdivision - Preliminary / Final
<input type="checkbox"/> Other (specify): _____ |
|---|--|

1. APPLICANT: Priscilla's Pantry Limited Liability Company

Address: 199 Morristown Road, Basking Ridge, New Jersey 07920

Phone: (home) _____ (work) (908) 647-5320 (mobile) _____

Email (will be used for official notifications): priscilla@priscillaspantry.net

2. OWNER (if different from applicant): 195 Morristown Road LLC

Address: 195-199 Morristown Road, Basking Ridge, New Jersey 07920

Phone: (973) 765-0100 Email (will be used for official notifications): jimmyc@silvermangroup.net

3. ATTORNEY: Frederick B. Zelle / Law Offices of Frederick B. Zelle LLC

Address: 53 Division Avenue, First Floor, P.O. Box 324, Millington, New Jersey 07946

Phone: (908) 647-6001 Email (will be used for official notifications): fzelle@fbzlegal.com

4. OTHER PROFESSIONALS (Engineer, Architect, etc. Attach additional sheet if necessary):

Name: Catherine Mueller / Page-Mueller Engineering Consultants Profession: P.E.

Address: P.O. Box 4619, Warren, New Jersey 07059

Phone: (732) 805-3979 Email (will be used for official notifications): cmueller@pagemuellereng.com

5. PROPERTY INFORMATION: Block(s): 801 Lot(s): 4.01 Zone: E-5

Street Address: 199 Morristown Road Total Area (square feet/acres): _____

6. ARE THERE ANY PENDING OR PRIOR PLANNING BOARD OR BOARD OF ADJUSTMENT APPLICATIONS INVOLVING THE PROPERTY? No Yes (if yes, explain or attach Board resolution) Please see Addendum

7. ARE THERE CURRENTLY ANY VIOLATIONS OF THE ZONING ORDINANCE INVOLVING THE PROPERTY? No Yes (if yes, explain) _____
Please see Addendum

8. ARE THERE ANY DEED RESTRICTIONS OR EASEMENTS AFFECTING THE PROPERTY?

No Yes (if yes, explain and attach copy) _____

9. DESCRIPTION OF THE EXISTING PROPERTY AND THE PROPOSAL/REQUEST: _____

Please see Addendum

10. DESCRIPTION OF REQUESTED VARIANCES OR EXCEPTIONS (include Ordinance section no.):

Ordinance Sections 21-10.5(b) and Tables 402 and 506; 21-16.1(b) and (c) and Table 507; Section 21-17.4(a)(1). Please see Addendum.

11. THE FOLLOWING ARGUMENTS ARE MADE IN SUPPORT OF THE APPLICATION: _____

Please see Addendum

12. NOTARIZED SIGNATURES (ALL APPLICANTS AND OWNERS MUST SIGN):

APPLICANT(S) SIGN HERE:

I/we, Priscilla Vincent and _____ hereby depose and say that all of the above statements and the statements contained in the materials submitted herewith are true and correct.

Signature of Applicant(s):  and _____

Sworn and subscribed before me, this 13th day of September, 2022.


Frederick B. Zelle, Attorney at Law of the State of New Jersey

OWNER(S) SIGN HERE (IF APPLICANT IS NOT THE OWNER):

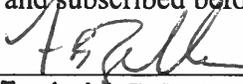
If the application is made by a person or entity other than the property owner, or by less than all of the property owners, then the property owner or the additional owners must complete the following:

I/we, 195 Morristown Road, LLC the owner(s) of the property described in this application,

hereby authorize Priscilla Vincent / Priscilla's Pantry Limited Liability Company to act as my/our agent for purposes of making and prosecuting this application and I/we hereby consent to the variance relief (if any) granted and all conditions of approval thereof.

Signature of owner(s):  Holden Sabato, Development Coordinator

Sworn and subscribed before me, this 14th day of September, 2022.


Frederick B. Zelle
An Attorney at Law of the
State of New Jersey

ADDENDUM TO BOARD OF ADJUSTMENT APPLICATION

Priscilla's Pantry Limited Liability Company

**199 Morristown Road, Basking Ridge
Block 801, Lot 4.01 (E-5 Zone)**

The following are responses to the respective Application Items noted "Please see Addendum":

6. [Pending or Prior Board Applications involving the Property]

By Resolution dated January 6, 2016 under Application Number ZB14-27, the Silverman Group, the Owner of the subject property obtained site plan approval for the subject lot and the two contiguous lots also owned by the Silverman Group. The said approval included a D-1 Use Variance for use of the building located on the subject lot as a butchery, which was and is not permitted in the E-5 (Office) Zone. By Resolution dated October 3, 2018 under Application Number ZB14-27A, this Applicant obtained amended site plan approval to permit the operation of her speciality food store, which is also not a permitted use in the E-5 Zone, in replacement of the previously approved butchery. Copies of both Resolutions are submitted herewith.

7. [Current Violations of the Zoning Ordinance involving the Property]

There is a post-mounted sign for the Applicant's store located along North Maple Avenue (in fact, within the North Maple Avenue Right-of-Way), which was not approved as part of the Silverman Group's site plan. It is attached to posts from a pre-existing sign that was presumably supposed to have been removed as per the Silverman Group application. The Silverman Group approval required three (3) signs of similar design and materials, which were to match the appearance of the office building. One of the three signs, to be smaller than the other two, was specifically intended to be for the building now occupied by the Applicant. The two larger signs were in fact constructed to match the office building and are located at the two (2) entrances to the property. They serve to identify the occupants of the office building. The third sign was never constructed. The butchery, and now the Applicant's business, were and are identified by the wooden post-mounted sign. The Applicant believes that the existing sign is more befitting of the building housing her business and is requesting modification of the site plan to permit it to remain, provided it is removed from the North Maple Avenue ROW. The Applicant proposes to relocate the sign one foot in from the ROW. The said location is expressly permitted under the Silverman Group's original site plan approval, which permits the signs to be between one foot and ten feet from the ROW.

8. [Description of Deed Restrictions or Easements Affecting the Property]

None, other than the conditions of the aforementioned site plan approvals.

9. [Description of the Existing Property and the Proposal/Request]

The property is a 4.848 acre parcel located at the corner of Route 202 (a/k/a Morristown Road) and North Maple Avenue and adjacent to the Route 287 South entrance ramp. The property is accessible from both Route 202 and North Maple Avenue. It hosts an office building constructed in or about 2016 and the building now occupied by the Applicant. Based upon aerial photography, the Applicant's building in its present configuration dates back to the early 1960s and the original portion thereof dates back to at least the mid 1950s. Prior to the 2016 redevelopment of the property, the Applicant's building hosted the Sandra John interior decorating shop.

The Applicant is presently utilizing two (2) rented external refrigeration units to satisfy the needs of her specialty food store. She proposes to install a single, permanent 23'11" X 15'10" self-contained refrigeration unit 6 feet north of the northwestern portion of her building, as shown on the plans submitted herewith. The exterior of the unit would be painted to match and blend with the appearance of the exterior of her building.

10. [Description of Requested Variances or Exceptions]

The addition of the proposed refrigeration unit to the property would require the following use and bulk variances:

1. "D-2" use variance for expansion of the "D-1" use variance previously granted by this Board for the Applicant's store.
2. "D-4" use variance for an increase in the Floor Area Ratio (from 12.26% to 12.44% where 10% is permitted). Ordinance Section 21-10.5(b) and Tables 402 and 506.
3. "C-1" and/or "C-2" bulk variance for an Accessory Building located in a front yard. Ordinance Section 21-16.1(b).
4. "C-1" and/or "C-2" bulk variance for an Accessory Building located 6 feet from another building where 50 feet is required. Ordinance Section 21-16.1(c) and Table 507.
5. "C-1" and/or "C-2" bulk variance for an increase in Impervious Coverage (from 34.03% to 34.23% where 25% is permitted). Ordinance Section 21-10.5(b) and Tables 402 and 506.

This application also seeks modification of Conditions 9, 10 and 11 of the Silverman Group's 2016 site plan approval and Condition 6 of the Applicant's 2018 site plan approval, to enable the continued use of the existing wooden post-mounted, presently located within the North Maple Avenue ROW but proposed to be one foot south of the ROW line, in lieu of the construction of a masonry sign which would match the office building's signs. The proposed new location would conform to the 1 foot to 10 feet setback requirement for which a variance was granted by this Board

in the Silverman Group site plan approval, where a 20 foot setback would otherwise be required by Ordinance Section 21-17.4(a)(1). If such approval would require a new “C-1” and/or “C-2” bulk variance, the Applicant shall seek the same.

With the exception of the aforementioned variances, the Applicant believes that no other variance, waiver or exception is required in order to grant the approval requested. However, if the Board directs that additional variance(s), waiver(s) or exception(s) is/are needed, the Applicant may seek the same in accordance with such direction.

11. [Arguments in Support of Application]

Positive Criteria for “D-2” Use Variance for Expansion of a Non-Conforming Use

“The [MLUL’s] restriction against the enlargement of a nonconforming use as of right applies to the physical structure as well as its use.” Grundlehner v. Dangler, 29 N.J. 256, 264 (1959). To determine whether an activity constitutes expansion of a nonconforming use, our courts “apply a qualitative test, and consider the intensification of the nonconforming use as a relevant factor.” Conselice v. Borough of Seaside Park, 358 N.J. Super. 327, 334-335 (App. Div. 2003). Unless the enlargement is “insubstantial”, d(2) variance relief must be obtained. Ibid.

In Kohl v. Mayor & Council of Borough of Fair Lawn, 50 N.J. 268, 281 (1967), the New Jersey Supreme Court noted that “the owner of a nonconforming use, like any other property owner, may be granted a variance in a proper case. In passing on such an application the governing body may consider the fact that a nonconforming use already exists on the premises and it is not necessary for an applicant to show that the variance properly could have been granted to create the nonconforming use in the first instance.” In Burbridge v. Governing Body of Twp. of Mine Hill, 117 N.J. 376, 388 (1990), the Court clarified that the enhanced proof requirement for a D-1 use variance under its decision in Medici v. BPR Co., 107 N.J. 1 (1987) is “focused on variances for new uses rather than on expansions of existing uses”. Burbridge, 117 N.J. at 398. Therefore, d(1) variances for the “creation of a new use” are subject to the restrictive standards of Medici, whereas d(2) variances “for expansion of a nonconforming use” are subject to the more liberal standards set forth in Burbridge. See Saadala v. E. Brunswick Zoning Bd. of Adjustment, 412 N.J. Super. 541, 547 (App. Div. 2010).

The Supreme Court in Burbridge observed that: “Obviously, cases in which the variance would create an entirely new nonconforming use require greater proof to demonstrate the merits of such a variance than do cases in which the applicant seeks only a minor expansion of a pre-existing nonconforming use. Although an expansion of a pre-existing nonconforming use can be granted either where the use inherently serves the public good . . . or where the land is particularly suited only for that nonconforming use, . . . such an expansion, when minor, can be based as well on other considerations such as aesthetics.” Burbridge, 117 N.J. at 393. Thus, “[w]hen an applicant seeks the expansion of an existing non-conforming use, it must still meet the requirements contained in N.J.S.A. 40:55D-70(d), but the focus is on “the quality, character and intensity of the use, viewed in their totality and with regard to their overall effect on the neighborhood and the zoning plan.”

Town of Belleville v. Parrillo's, Inc., 83 N.J. 309, 314 (1980).

In this Application, the proposed expansion of the non-conforming use, which would present only *de minimis* changes in coverage and FAR and no increase whatsoever in number of customers, number of employees, parking needs, etc., is arguably “insubstantial” enough to not require a “D-2” variance under Conselice, supra. Should the Board find to the contrary and require a “D-2” variance, it is respectfully submitted that “the quality, character and intensity” of the Applicant’s use of the property with the proposed refrigeration unit would be no different from those of the Applicant’s use of the property without that unit, when “viewed in their totality and with regard to their overall effect on the neighborhood and the zoning plan.” Parrillo's, supra.

Positive Criteria for “D-4” Use Variance for Excessive Floor Area Ratio

In Randolph Town Ctr. Assocs., L.P. v. Twp. of Randolph, 324 N.J. Super. 412, 416 (App. Div. 1999), the Appellate Division held that “pursuant to [Coventry Square v. Westwood Zoning Bd. of Adj., 138 N.J. 285 (1994),] an applicant for a FAR (d)(4) variance need not show that the site is particularly suited for more intensive development”. Rather, “[I]ike a conditional use variance applicant, FAR variance applicants must show that the site will accommodate the problems associated with a proposed use with larger floor area than permitted by the ordinance”. Ibid. at 417.

In this Application, given the *de minimis* increase in FAR that would arise from the installation of the proposed refrigeration unit, and given the absence of any problems arising from the existing FAR to date, there is no credible argument that any problem(s) arising from the increase, if any, could not be accommodated by the site.

Positive Criteria for Bulk Variances and Signage Condition Modification

The requested bulk variances pertaining to the refrigeration unit are “C-1” variances, based upon the hardship created by the location of the lawfully existing building occupied by the Applicant and the lawfully existing coverage caused by the property’s having two buildings with associated driveway parking lot areas. All of the requested bulk variances also satisfy the “C-2” criteria, as the purposes of the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq., would be advanced by a deviation from the zoning ordinance requirements and the benefits of the deviation would substantially outweigh any detriment. Specifically, the following purposes of the MLUL, set forth in N.J.S.A. 40:55D-2, would be advanced by the granting of the requested variances:

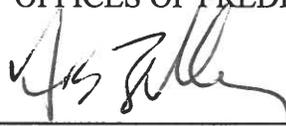
- a. To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare. **A food retailer’s use of an appropriately sized and located refrigeration unit to maintain freshness of its food promotes the public health and general welfare of the residents of the community and other customers.;**
- i. To promote a desirable visual environment through creative development techniques and good civic design and arrangement. **The Applicant’s proposal to paint the proposed**

refrigeration unit to match the existing building will promote and continue the existing desirable visual environment of the subject property. Additionally, retaining the existing wooden free-standing sign, which is more in keeping with the building behind it than a sign that would match the office building's signs, would also satisfy this Purpose of the MLUL.

The Negative Criteria are also satisfied, as all of the variances can be granted without substantial detriment to the public good and without substantial impairment of the intent and the purpose of the zone plan and zoning ordinance. The bulk changes are *de minimis* and by painting the refrigeration unit to match the existing building, the aesthetic impact will be minimal as well.

Respectfully Submitted,

LAW OFFICES OF FREDERICK B. ZELLEY LLC



By: Frederick B. Zelley, Esq.
Attorneys for the Applicant
Priscilla's Pantry Limited Liability Company

Dated: September 15, 2022

APPENDIX B, ARTICLE III

Checklist

Application for Preliminary Approval of a Major Subdivision or Site Plan (See Article VII for Details)

Important: Each item must be marked Submitted, Not Applicable or Waiver Requested

No.	Item	Submitted	Not Applicable	Waiver Requested
1	A completed application form and checklist(s). If the application involves a wireless telecommunications tower and/or antennas, all items listed on the Wireless Telecommunications Facilities Checklist must be also be submitted.	X		
2	A certificate from the tax collector indicating that taxes are paid.	X		
3	All required application and escrow deposit fees.	X		
4	Names and addresses of property owners within 200' of the subject property, as disclosed by current tax records and identified by block & lot numbers.	X		
5	Title block indicating:	X		
	a. Name of development and street location.	X		
	b. Name and address of applicant, owner and authorized agent, if any.	X		
	c. Name and address of professional(s) preparing plans including signature, date, license number and seal.	X		
	d. Tax map block and lot numbers.	X		
	e. Date of plan preparation and revision box with date of each revision.	X		
	f. Development application number.		X	
	g. Written and graphic scale.	X		
6	Signature of applicant and, if applicant is not owner, signed consent of the owner.	X		
7	Name and address of the attorney representing parties, if any, and the name of each client represented.	X		
8	Signature blocks as required by the Map Filing Law.	X		
9	North arrow giving reference meridian.	X		
10	Copies of any protective covenants or deed restrictions applying to the subject property, including a statement as to whether such covenants or deeds are of record. A copy or abstract of the deed or deeds or other instruments by which title is derived with the names of all owners must also be provided.		X	
11	A key map showing the entire tract and its relation to the surrounding areas, including all roads, zone boundaries and municipal boundaries within one-half (1/2) mile of the subject property at a scale of one (1) inch equals not more than two thousand (2,000) feet.	X		
12	A zoning schedule indicating the zone(s) within which the property is located and required, existing & proposed conditions relative to lot area, width, frontage, yard setbacks, lot coverage, height, floor area, floor area ratio, density, open space, parking, loading, signs, etc.	X		
13	A list of required and obtained regulatory approvals and permits.	X		
14	A list of requested variances and exceptions.	X		
15	The location and dimensions of existing & proposed property lines, existing streets, streets shown on the Township's official map or master plan, structures (indicating the use of each structure and whether existing structures will remain or be removed), building setbacks, rights-of-way, easements, parking & loading areas, driveways, railroads, bridges, culverts, drain pipes, gas transmission lines, overhead utilities, historic sites/structures, wooded areas, watercourses, flood plains, wetlands or other environmentally sensitive areas on and within 200' of the subject property.	X		
16	A wetlands delineation or wetlands absence determination prepared by a qualified consultant and verified by a letter of interpretation from the New Jersey Department of Environmental Protection, if required pursuant to § 21-14.1.a.		X	

No.	Item	Submitted	Not Applicable	Waiver Requested
17	Plans & profiles of proposed utility layouts, including water supply, sewage disposal, stormwater drainage, gas, telephone and electricity, showing feasible connections to existing or proposed systems. Plans for individual on-site water supply and/or sewage disposal systems shall be accompanied by the necessary local, county and/or state agency approvals. If service will be provided by an existing utility company, a letter from that company stating that service will be available before occupancy is required.		X	
18	The locations of percolation tests on each existing/proposed lot and a copy of the written approval of the tests and locations from the Bernards Township Health Department, if sewage disposal is to be handled by individual septic system(s). For each lot, the applicant shall submit test locations and written approvals from the Health Department for both a primary and secondary septic disposal field. The applicant must show on the development plan the locations and dimensions of both septic disposal fields.		X	
19	All means of vehicular and pedestrian access to the site from public streets, including locations and dimensions of driveways and curbcuts and any traffic signs, signals, channelization, acceleration and deceleration lanes or other traffic control devices.	X		
20	Site identification sign and street sign locations and details.	X		
21	Existing & proposed topographic contour intervals based on U.S.C. & G.S. datum on and within 200' of the subject property as follows: - up to 3% grade = 1' intervals - over 3% grade = 2' intervals			X
22	A steep slope map in accordance with § 21-14.2.b, if the property contains any existing slopes of 15% or greater.			X
23	Spot and finished elevations at all property corners.			X
24	A landscaping plan showing shade trees, screening, buffering, existing vegetation and limits of clearing, a planting schedule, details of plantings, landscape treatments and other amenities, etc. (see § 21-54.4 for detailed requirements).		X	
25	A tree identification plan and an application for tree removal permit including the following (see § 21-45.3 for detailed requirements):		X	
	a. Location of existing tree canopy and labeling of the canopy areas to be removed and to be preserved.		X	
	b. Location of individual trees with a DBH equal to or greater than six inches identified by size and species within the limit of disturbance and 30 feet beyond the limit of disturbance, labeled to be removed or to be preserved.		X	
	c. Location of individual trees with a DBH equal to or greater than ten inches identified by size and species within the property boundaries, labeled to be removed or to be preserved.		X	
	d. Tree protection details.		X	
	e. A list of all trees to be removed and, if replacement trees are required, a schedule in accordance with the table in § 21-45.1 indicating the number of replacement trees required and the number of replacement trees proposed.		X	
26	A lighting plan in accordance with Section 21-41, including the location, type, height, graphic details and specifications of all existing & proposed lighting. The plan shall show the proposed illumination in footcandle values throughout the site and shall identify the average maintained horizontal illumination in vehicular areas and in sidewalk areas.		X	
27	A soil erosion and sediment control plan, if required pursuant to Section 21-27.		X	
28	A solid waste management plan and a recycling plan, including locations and details of outdoor refuse and recycling storage areas and means of screening, in accordance with Sections 21-40 and 21-40A.	X		

No.	Item	Submitted	Not Applicable	Waiver Requested
29	Plans and profiles of proposed driveways.		X	
30	Plans, typical cross-sections, centerline profiles, tentative grades, curb radii and details of all streets on the site or off the site which are proposed to be improved, including curbing, sidewalks and drainage structures.		X	
31	Construction details in accordance with Township standards.		X	
32	Existing & proposed easements or land reserved for or dedicated to public use, utility use or for the common use of property owners in the development, including a statement of the limits and purpose of the easement rights or dedicated land.		X	
33	Existing & proposed sight triangles.		X	
34	Development staging plans.		X	
35	Existing & proposed block and lot numbers.	X		
36	The area in square feet and to the nearest tenth of an acre of all existing and proposed lots.	X		
37	A sketch of the proposed or possible layout or disposition of remaining lands, if any.		X	
38	General soil information including soil logs.		X	
39	Source and date of the current property survey and a copy of the survey showing all existing tract boundary or lot lines with lengths of courses to hundredths of a foot and bearings to half minutes, the error of closure not to exceed one (1) to ten thousand (10,000). The tract boundary or lot lines shall be clearly delineated. All bearings shall be in the New Jersey Plane Coordinate System, with coordinates shown on at least three (3) corners.			X
40	Appropriate certification blocks as required by the Map Filing Law		X	
41	Monumentation as specified by the Map Filing Law.		X	
42	Metes and bounds description showing dimensions, bearings, curve data, length of tangents, radii, arcs, chords and central angles for all centerlines and rights-of-way and centerline curves on streets.		X	
43	Plans and computations for any storm drainage systems, including locations, details and specifications of all storm sewer lines, catch basins, inlets, manholes, culverts, headwalls, dry wells, ground water recharge basins, detention basins, etc. and existing and proposed drainage area maps.		X	
44	When a stream is proposed for alteration, improvement or relocation or when a drainage structure or fill is proposed over, under, in or along a running stream, intermittent stream, swale or drainageway, evidence of approval or of the request for approval, required modifications or lack of jurisdiction over the improvement by the New Jersey Department of Environmental Protection shall accompany the application (see § 21-54.4 for additional required details).		X	
45	When ditches, streams or watercourses are to be altered, improved or relocated, the method of stabilizing slopes and measures to control erosion and siltation, as well as typical ditch sections and profiles, shall be shown.		X	
46	For a site plan, preliminary elevations and plans of all buildings and structures, showing windows, doors, architectural treatment, roof treatment, roof appurtenances and screening, floor elevations and proposed methods of energy conservation and the locations, dimension and legend(s) of all proposed signs. For a subdivision, the approximate basement and first floor elevation for each house.	X		
47	A list of names and addresses of all stockholders or individual partners owning at least 10% of its stock of any class or at least 10% of the interest in the partnership, as the case may be.	X		

No.	Item	Submitted	Not Applicable	Waiver Requested
48	A Project Report, which may be submitted separately or as part of the Environmental Impact Assessment, including the following (see § 21-54.6 for details). Where individual maps or exhibits are submitted separately to satisfy other checklist requirements, they may be referenced in the Project Report.	X		
	a. Project Description and Statistics Report.	X		
	b. Land Classification Map and Report.	X		
	c. Natural Features Report.	X		
	d. Open Space Plan and Report.		X	
	e. Land Coverage and Drainage Plan and Report.	X		
	f. Soil Erosion and Sedimentation Control Plan and Report.		X	
	g. Sewer and Water Plan and Report.		X	
	h. Circulation Plan and Traffic Report.		X	
	i. Utilities Plan and Report.	X		
	j. Development Schedule Plan.		X	
	k. Variances and Exceptions Report.	X		
	l. Easements and Covenants Report.		X	
49	An Environmental Impact Assessment, including the following (see § 21-54.6.m for details).	X		
	a. Plan and description of the development plan.	X		
	b. Inventory of existing natural resources.	X		
	c. Assessment of environmental impacts.	X		
	d. Unavoidable adverse environmental impacts.	X		
	e. Steps to minimize environmental damage.	X		
	f. Alternatives.	X		
	g. Details and matters to be evaluated:	X		
	(1) Sewerage facilities.	X		
	(2) Water supply.	X		
	(3) Storm water.	X		
	(4) Stream encroachments.		X	
	(5) Floodplains.		X	
	(6) Solid waste disposal.	X		
	(7) Air pollution.	X		
	(8) Traffic.	X		
	(9) Social/economic factors.	X		
	(10) Aesthetics.	X		
	(11) Licenses, permits, etc.	X		
	(12) A copy of the development plan and application form.	X		
50	Delineations of existing and proposed stream buffer conservation areas and stream buffer management plans, if required pursuant to Section 21-14.4.b.		X	
51	Contribution Disclosure Statement, if required pursuant to Section 21-7A.	X		
52	A plan showing all the details required in the procedures of Table 401-A, entitled Maximum Permitted Lot Yield & Minimum Improvable Lot Area Standards, Residential Development, R-1 Through R-7 Zones.		X	
53	For each proposed dwelling, cross sections shall be provided from the center of the road to the rear of the house in existing and proposed conditions; cross sections shall be provided perpendicular to the road through the center of the dwelling to a point 50' to the rear of the dwelling; the cross section shall be provided at a scale of 1" = 10' horizontal and 1" = 10' vertical.		X	
54	A fire service plan, showing on a separate plan sheet(s) information relating to fire safety and emergency response, including: existing and proposed water lines, fire department connections, hydrants and cisterns; widths and turning radii of streets, driveways, parking aisles, emergency access roads and fire lanes; public building entrances; parking spaces; and stormwater drainage basins.	X		

APPENDIX C, ARTICLE III

Checklist

Application for Final Approval of a Major Subdivision or Site Plan

(See Article VII for Details)

Important: Each item must be marked Submitted, Not Applicable or Waiver Requested

No.	Item	Submitted	Not Applicable	Waiver Requested
1	All items required for preliminary approval as set forth in § 21-54.4, unless previously waived by the Board.	X		
2	All additional items required by the Board as a condition of preliminary approval.	Pending		
3	A certificate from the tax collector indicating that taxes are paid.	X		
4	All required application and escrow deposit fees.	X		
5	Final detailed architectural renderings of each building and sign, including front, side and rear elevations.	X		
6	Final cross-sections, profiles and established grades of all streets, aisles, lanes and driveways and construction documents for all public improvements.		X	
7	Final plans and profiles of all storm sewers.		X	
8	Final plans and profiles of all sanitary sewers.		X	
9	Final plans and profiles of all water mains.		X	
10	All dimensions of the exterior boundaries of any subdivision, balanced and closed to a precision of one to 10,000, and the dimensions of all lot lines to within one to 20,000. All dimensions, angles and bearings must be tied to at least two permanent monuments not less than 300 feet apart and all information shall be indicated on the plat. At least one corner of the subdivision shall be tied to U.S.C. and G.S. benchmarks with data on the plat as to how the bearings were determined.		X	
11	Proposed street names.		X	
12	A Final Application Comparison Report, including:			X
	a. The number and type of dwelling units.			
	b. The amount of nonresidential floor space.			
	c. The type of community facilities and/or structures.			
	d. The amount of open space to be preserved.			
	e. The nature and cost of public improvements.			
	f. The anticipated value of residential and nonresidential construction.			
	g. Finalized landscaping and tree removal information pursuant to Sections 21-43 through 21-45.			
	h. A comparison to the preliminary development approval, indicating the nature and reasons for any changes to the preliminary approval.			

No.	Item	Submitted	Not Applicable	Waiver Requested
13	<p>Organization documents, including:</p> <p>a. Articles of incorporation, by-laws and membership rules/regulations for any homeowner's association, condominium association or other organization to maintain the common open space or community facilities.</p> <p>b. A copy of the master deed detailing the rights and privileges of individual owners of common property.</p> <p>c. A copy of all materials submitted to the Department of Community Affairs as required by the New Jersey Planned Real Estate Development Full Disclosure Act Regulations and evidence of the status of acceptance of and/or approval by the Department of Community Affairs.</p> <p>d. Covenants or easements restricting the use of the common open space or elements.</p> <p>e. Covenants or agreements requiring homeowners or residents to pay the organization for the maintenance of the common open space and/or community facilities. This shall include a proposed schedule of membership fees for at least the first three years of operation.</p>	X		
14	All easements or covenants affecting any land in the development.	X		
15	All maintenance agreements under which private roads and other facilities will be maintained, refuse collected and other supplementary services provided, if there is to be no homeowners' association, condominium association, open space organization or similar arrangement.		X	
16	An offer of dedication including all legal requirements for valid dedication to the Township or, where appropriate, to another governmental body of roads or other improvements intended for public ownership.		X	

APPENDIX D, ARTICLE III

Checklist

Application for Approval of a Variance Pursuant to NJSA 40:55D-70(c)

Important: Each item must be marked Submitted, Not Applicable or Waiver Requested

No.	Item	Submitted	Not Applicable	Waiver Requested
1	A completed application form and checklist.	X		
2	A certificate from the tax collector indicating that taxes are paid.	X		
3	All required application and escrow deposit fees.	X		
4	Names and addresses of property owners within 200' of the subject property, as disclosed by current tax records and identified by block & lot numbers.	X		
5	A plot plan or survey accurately depicting the entire subject property and all existing buildings, structures, driveways, patios, etc.	X		
6	Sketch of all proposed improvements on the plot plan or survey, with dimensions of improvements and distances to property lines.	X		
7	Calculations of existing & proposed lot coverage percentages.	X		
8	Architectural sketches (floor plan and elevations) of the proposed improvements.	X		
9	Photographs of the property in the location of the proposed improvements.	X		
10	A wetlands delineation or wetlands absence determination prepared by a qualified consultant and verified by a letter of interpretation from the New Jersey Department of Environmental Protection, if required pursuant to Section 21-14.1.a.		X	
11	The locations of percolation tests and a copy of the written approval of the tests and locations from the Bernards Township Health Department, if the application involves a new dwelling and sewage disposal is to be handled by an individual septic system.		X	
12	Delineations of existing and proposed stream buffer conservation areas and stream buffer management plans, if required pursuant to Section 21-14.4.b.		X	

DIMENSIONAL STATISTICS**Priscilla's Pantry Limited Liability Company****199 Morristown Road, Basking Ridge
Block 801, Lot 4.01 (E-5 Zone)**

	REQUIRED	EXISTING	PROPOSED
LOT AREA	5 ac	4.848 ac	4.848 ac
LOT WIDTH	400'	430' / 569'	430' / 569'
FRONTAGE	100'	526' / 767'	526' / 767'
FRONT YARD SETBACK	175'	23.7' / 48.3'	23.7' / 48.3'
REAR YARD SETBACK	100'	N/A	N/A
COMBINED SIDE YARD	N/A		
SIDE YARD	75'	N/A	N/A
COVERAGE	25%	34.03%	34.23%
HEIGHT	35'	35'	35'
IF REQUIRED, GROSS FLOOR AREA	Not Required		
IF REQUIRED, FLOOR AREA RATIO	10%	12.26%	12.44%
IF REQUIRED, IMPROVABLE LOT AREA	Not Required		

INSTALLATION INSTRUCTIONS

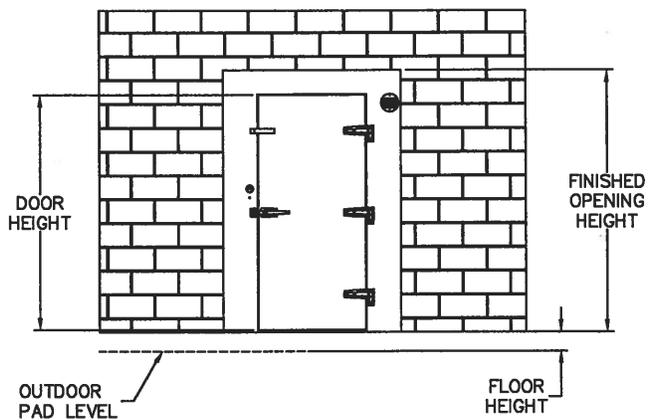
Polar King® walk-in coolers and/or freezers are delivered to our customers fully assembled and require only a few basic procedures prior to start-up.

DO'S

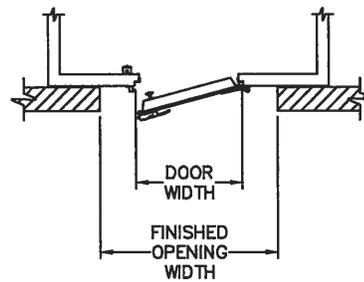
1. Provide a level slab as required by your local building code. It is very important that the surface is level for proper drainage and operation. See Section 3 "Technical Information" for walk-through applications where walk-in unit is to be attached to the building.
2. Condensing unit on the top (or back) of the walk-in should be a minimum of 6 feet from any building intake or exhaust ventilation fans.
3. Keep an open area of at least 3 feet around condensing unit to assure that sufficient air ventilates across the compressor.
4. Make sure you have adequate electrical service for your particular unit.
5. Once walk-in is in place, a qualified electrician in accordance with the NEC and/or local electrical codes may then wire it. A wiring diagram is located on the back of the electrical box panel on the condensing unit.
6. Loosen compressor-mounting bolts (if supplied).
7. Set the correct time of day on the defrost timer. This is necessary in order for the preset defrost to occur at the desired times.
8. If unit is delivered or sits idle in winter months, an external heat source should be applied to the compressor crankcase for 12 to 24 hours prior to start-up.
9. The unit is now ready for operation. (See sequence of operation.)
10. Units are preset at the factory to automatically include four defrost cycles for a duration of 30 minutes each. Preset defrost cycles may be changed to accommodate different applications.

DON'TS

1. Do not physically alter any controls, switches, wires or any device carrying an electrical current, without disconnecting power to the walk-in cooler and/or freezer.
2. The box temperature is preset at the factory to customer request. Temperature selection should not be adjusted up or down. If a different temperature is required, contact Polar King® for proper procedure on changing the preset temperature.
3. When cleaning the inside of the unit with any liquid substance, turn off electrical power. **IMPORTANT: DO NOT USE BLEACH OR AMMONIA TO CLEAN INSIDE OF UNIT AS IT MAY CAUSE DAMAGE TO COIL SURFACE.**
4. **IMPORTANT: DO NOT DISCONNECT MAIN POWER SUPPLY WHILE COMPRESSOR IS RUNNING. DAMAGE MAY OCCUR IF COMPRESSOR IS NOT ALLOWED TO PUMP DOWN.**



HEIGHT OF OPENING TO BE APPROX. 8"
GREATER THAN DOOR HEIGHT
(SEE APPROVAL PRINT FOR DOOR DIMENSIONS)

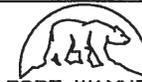


RECOMMENDED MINIMUM OF 12" ON BOTH
SIDES OF DOORS
(SEE APPROVAL PRINT FOR DOOR DIMENSIONS)

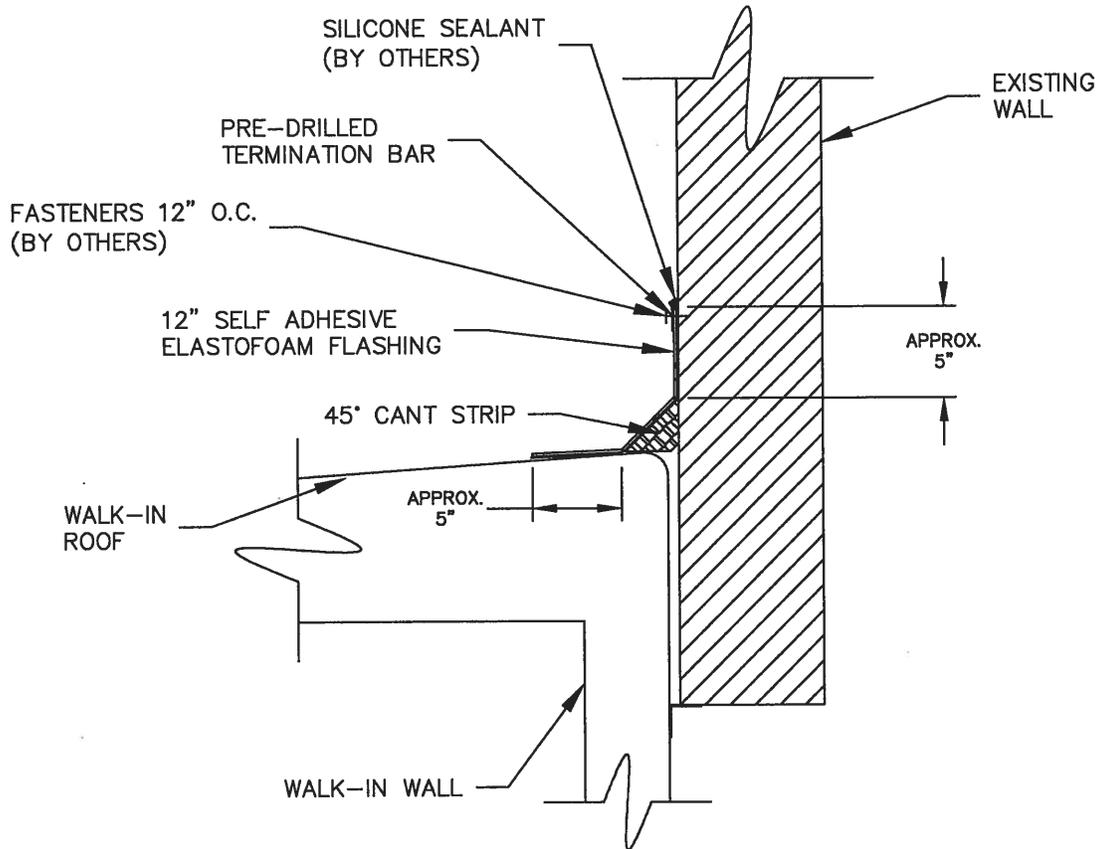
Thru-wall Door Opening Detail

DRAWN BY: -	MODEL NO.: -	SCALE: 1/4"=1'-0"	DATE: 3/1/22
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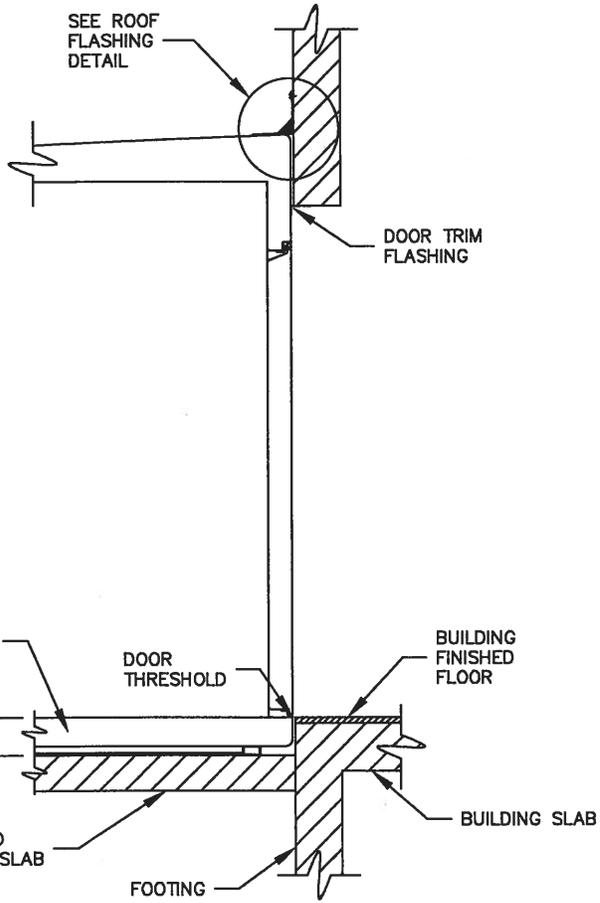
DRAWING NAME:
Door Opening Detail



POLAR KING
INTERNATIONAL, INC.
FORT WAYNE, INDIANA 1-800-752-7178



ROOF FLASHING DETAIL



SEE APPROVAL PRINT
FOR WALK-IN FLOOR
THICKNESS & RECESSED
PAD DIMENSIONS

SEE ROOF
FLASHING
DETAIL

DOOR TRIM
FLASHING

DOOR
THRESHOLD

BUILDING
FINISHED
FLOOR

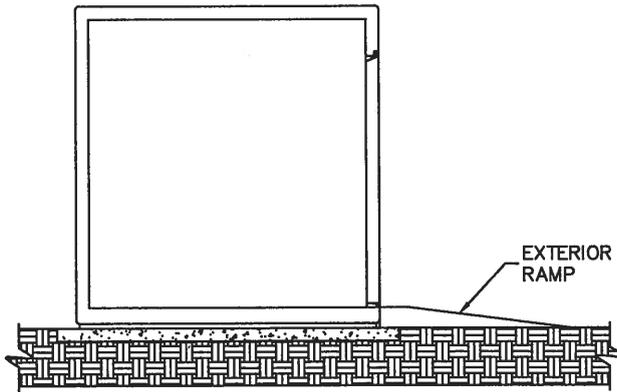
FLOOR
THICKNESS

REINFORCED
CONCRETE SLAB

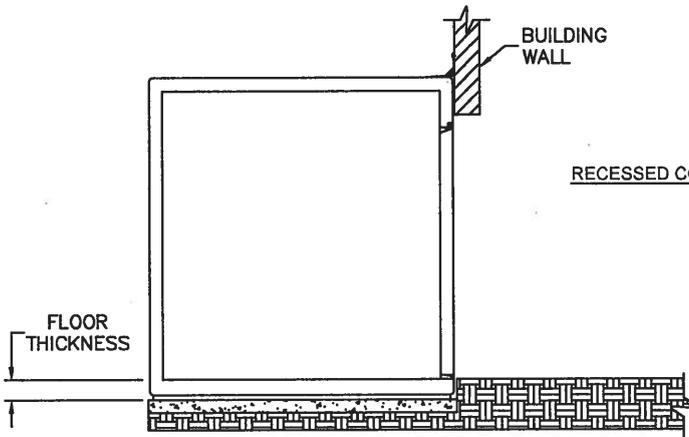
BUILDING SLAB

FOOTING

THRU-WALL DETAILS



CONCRETE PAD (FREESTANDING APPLICATION)



RECESSED CONCRETE PAD (THRU-WALL APPLICATION)

DRAWN BY: MJR/RLM	MODEL NO.:	SCALE: 1/4"=1'-0"	DATE: 2/28/22
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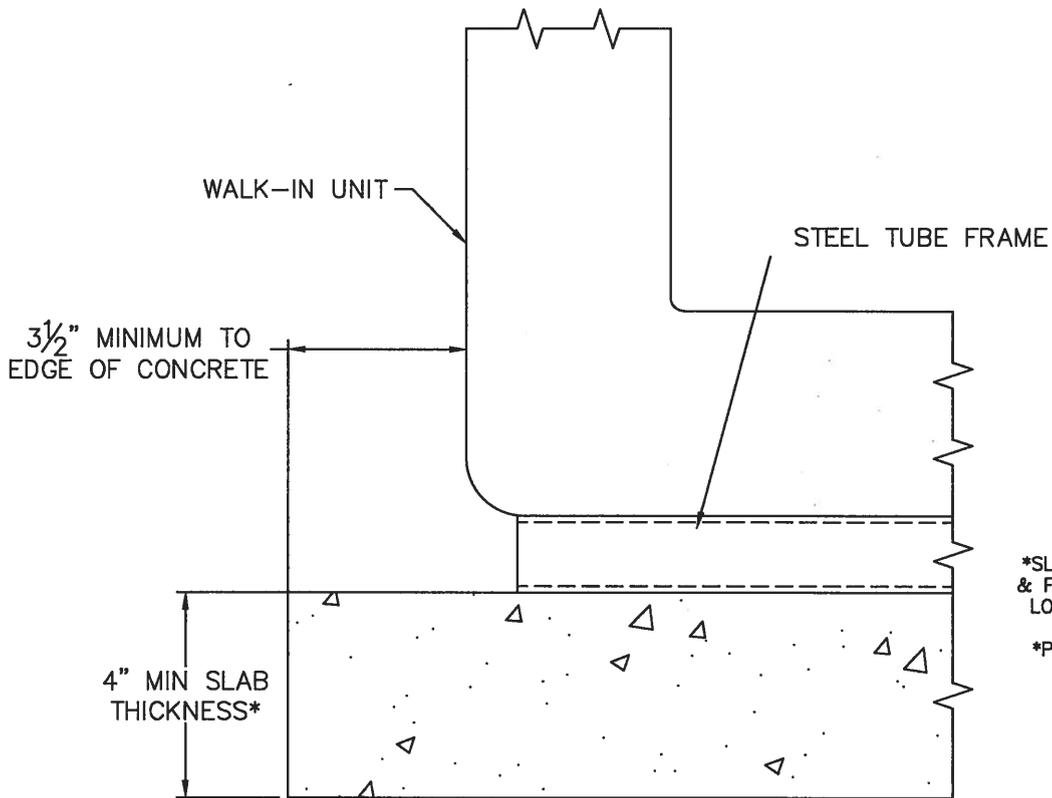
DRAWING NAME:

Slab Options



POLAR KING
INTERNATIONAL, INC.
FORT WAYNE, INDIANA 1-800-752-7171

DRAWINGS ARE NOT FOR PRODUCTION. ALL FOUNDATION AND CONCRETE WORK MUST BE COMPLETED PURSUANT TO LOCAL CODE.



CONCRETE FOUNDATION
 $f_c = 4000 \text{ PSI}$

*SLAB THICKNESS TO BE ADJUSTED
 & FOOTINGS POURED ACCORDING TO
 LOCAL CODES & BEST PRACTICES

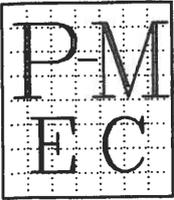
*PAD SHOULD BE LEVEL WITH NO
 CROWN OR SLOPE.

Concrete Layout (No Anchorage)

DRAWN BY: MJR/RLM	MODEL NO.:	SCALE: 4"=1'-0"	DATE: 2/16/22
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DRAWING NAME: Concrete Layout Detail

 **Polar King®**
INTERNATIONAL INC.
 FORT WAYNE, INDIANA 1-800-752-7178



September 15, 2022

Bernards Township Board of Adjustment
277 South Maple Avenue
Basking Ridge, New Jersey 07920

SUBJECT: *PME #2294-000*
Block 801, Lot 4.01
Priscilla's Pantry
Township of Bernards
Somerset County, New Jersey
PROJECT REPORT & ENVIRONMENTAL IMPACT
ASSESSMENT

Dear Board Members:

Please accept this as satisfying the requirements for a Project Report and Environmental Impact Assessment.

A. PROJECT DESCRIPTION & STATISTICS

The subject property is identified as Block 801, Lot 4.01, containing 4.848 acres with an existing specialty food shop ("Priscilla's Pantry") and office building ("The Silverman Group") with associated parking, etc. The applicant, Priscilla's Pantry LLC, is proposing to install an outdoor cold storage unit next to the existing Priscilla's Pantry building to replace two existing temporary smaller cold storage units that were placed on the site. The existing walkway around the proposed location of the unit will be slightly modified. In addition, the applicant is proposing to relocate the existing "Priscilla's Pantry" sign on North Maple Avenue one (1) foot outside of the R.O.W. on which it currently encroaches. Variances are required for floor area ratio, lot coverage, distance between two buildings, accessory building in a front yard, and freestanding sign setback.

B. LAND CLASSIFICATION REPORT

The project area does not contain any restricted lands (as defined in the township ordinance). Per NRCS data, the project area contains Klinesville channery loam soils. Tree locations and other site details are shown on the site plan.

C. NATURAL FEATURES REPORT

There are no steep slopes, wetlands, stream buffers, or flood hazard areas within the project area. The proposed location of the cold storage unit is generally flat and consists of lawn and walkway. There are planted trees in the vicinity, all of which will remain.

D. OPEN SPACE PLAN

Not applicable.

E. LAND COVERAGE AND DRAINAGE

The existing and proposed impervious coverage is delineated on the site plan. No tree removal is proposed. The project is exempt from stormwater management since the impervious increase is less than 1,000 sf. The existing drainage pattern will remain unchanged.

F. EROSION AND SEDIMENTATION CONTROL

The disturbance area is less than 5,000 sf; therefore, the project is exempt from Somerset-Union Soil Conservation District (SCD) certification.

G. SEWER AND WATER

No sewer or water service is proposed for the cold storage unit.

H. CIRCULATION & TRAFFIC

The project will have no impact on circulation or traffic.

I. UTILITIES

No new utility services are proposed. The cold storage unit will utilize electricity from the existing building.

J. DEVELOPMENT SCHEDULE

Not applicable.

K. VARIANCES AND EXCEPTIONS

A list of required variances and waivers is included in the Site Plan.

L. EASEMENTS AND COVENANTS

There are no existing or proposed easements within the project area.

M. ENVIRONMENTAL IMPACT ASSESSMENT

a. DESCRIPTION OF DEVELOPMENT PLAN

See above.

b. INVENTORY OF EXISTING NATURAL RESOURCES

See above.

c. ASSESSMENT OF ENVIRONMENTAL IMPACT

SOLID WASTE DISPOSAL

The existing dumpster enclosure will remain.

AIR POLLUTION

The project will have minimal impact on air pollution.

SOCIAL/ECONOMIC

The proposed cold storage unit will improve the functionality of the existing Priscilla's Pantry establishment, which is of benefit to the community.

d. UNAVOIDABLE ADVERSE ENVIRONMENTAL IMPACTS

There will be short-term impacts due to the site work required.

e. STEPS TO MINIMIZE ENVIRONMENTAL DAMAGE

The project will be located within the existing developed area on site.

f. ALTERNATIVES

The existing temporary cold storage units could remain in their current locations. However, one of the units

encroaches on the designated loading area. The temporary units could be removed and not replaced, but this would not address the applicant's need for cold storage space. The proposed location of the unit was chosen for convenience of access across from the rear building entrance, and the size is adequate for replacing two units with one.

g. DETAILS & MATTERS TO BE EVALUATED

SEWERAGE FACILITIES

No additional sewer services are proposed.

WATER SUPPLY

No additional water services are proposed.

STORMWATER

The project is exempt from stormwater management.

STREAM ENCROACHEMENTS

Not applicable. No streams exist in the vicinity of the project area.

FLOODPLAINS

Not applicable. No floodplains exist within the project area.

SOLID WASTE DISPOSAL

The existing dumpster enclosure will remain.

AIR POLLUTION

The project will have minimal impact on air pollution.

TRAFFIC

The project will have no impact on traffic.

SOCIAL/ECONOMIC

See above.

AESTHETICS

The storage unit will be located away from the areas used by customers. The unit will be partially shielded from Morristown Road by existing trees.

LICENSES & PERMITS

Approvals are required from Bernards Township Board of Adjustment and Somerset County Planning Board.

Very truly yours,



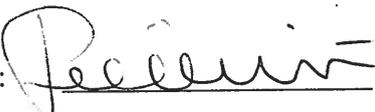
Tim Baumgarten, P.E.
Project Engineer

**TOWNSHIP OF BERNARDS
PLANNING BOARD / BOARD OF ADJUSTMENT**

SITE INSPECTION CONSENT FORM

Applicant: Priscilla's Pantry Limited Liability Company Application: Amended Site Plan w/ Variances
Block: 801 Lot: 4.01 Street Address: 199 Morristown Road

I, Priscilla Vincent, Sole Member and Manager of Priscilla's Pantry Limited Liability Company, the Applicant and a tenant of the above property, hereby acknowledge that, upon determination of completeness of the application, a site inspection shall be scheduled with the Board for a mutually convenient date and time. I hereby authorize members of the Planning Board/Board of Adjustment and their representatives and consultants to enter onto the property at the time of the site inspection for the purpose of evaluating the application.

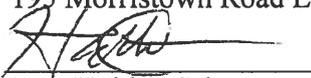
Signature:  Date: 9/13/2022

**TOWNSHIP OF BERNARDS
PLANNING BOARD / BOARD OF ADJUSTMENT**

SITE INSPECTION CONSENT FORM

Applicant: Priscilla's Pantry Limited Liability Company Application: Amended Site Plan w/ Variances
Block: 801 Lot: 4.01 Street Address: 199 Morristown Road

I, 195 Morristown Road LLC, owner of the above property, hereby acknowledge that, upon determination of completeness of the application, a site inspection shall be scheduled with the Board for a mutually convenient date and time. I hereby authorize members of the Planning Board/Board of Adjustment and their representatives and consultants to enter onto the property at the time of the site inspection for the purpose of evaluating the application.

Signature:  Date: 9/14/2022
By: Holden Sabato
Development Coordinator

SUBMIT ORIGINAL + 2 COPIES

STATEMENT OF OWNERSHIP

Corporate or Partnership
Name of Applicant Priscilla's Pantry Limited Liability Company

Address 199 Morristown Road
Basking Ridge, NJ 07920

The following is a list of all shareholders and/or partners owning beneficially or having registered in their names not less than ten percent (10%) of the stock of the corporation or interest in a partnership involved in an application hereinabove referred to:

Name Priscilla Vincent

Name _____

Address: 1 Waverly Place
Basking Ridge, NJ 07920

Address: _____

Name _____

Name _____

Address: _____

Address: _____

Name _____

Name _____

Address: _____

Address: _____

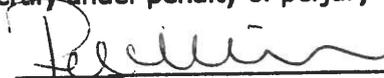
Name _____

Name _____

Address: _____

Address: _____

I hereby certify under penalty of perjury that the foregoing is true:

Signature: 
Priscilla Vincent

Date: 9/13/2022

**TOWNSHIP OF BERNARDS
PLANNING BOARD / BOARD OF ADJUSTMENT**

CONTRIBUTION DISCLOSURE STATEMENT

Contribution Disclosure Statement Required. Pursuant to Bernards Township Ordinance Section 21-7A (Ordinance #1745, adopted October 26, 2004), Contribution Disclosure Statements are required for certain types of development applications that include a request for a variance or other relief. When required, a Contribution Disclosure Statement must be submitted by all applicants and property owners, as well as all professionals who apply for or provide testimony, plans or reports in support of the application. See Section 21-7A for details.

Applicant: Priscilla's Pantry Limited Liability Company Application: Amended Site Plan

Pursuant to Bernards Township Ordinance Section 21-7A, I hereby certify that I, or the firm or entity with which I am associated, made the following contributions to or on behalf of a candidate, candidate committee, joint candidates committee, political committee, continuing political committee or political party committee of, or pertaining to, the Township of Bernards, within one year prior to the filing of the above application.

I made no contributions.

I made the following contributions:

Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____

Signature: _____

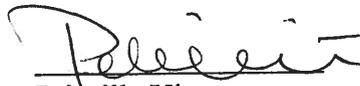
Name: _____

Title: _____

Firm: _____

Address: _____

Date: _____



Priscilla Vincent

Sole Member/Manager

Priscilla's Pantry Limited Liability Company

199 Morristown Road, Basking Ridge, NJ 07920

9/13/2022

Bernards Township Planning Board Application

**TOWNSHIP OF BERNARDS
PLANNING BOARD / BOARD OF ADJUSTMENT**

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Applicant: Priscilla's Pantry Limited Liability Company Application: Amended Site Plan

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Signature: _____

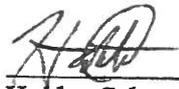
Name: _____

Title: _____

Firm: _____

Address: _____

Date: _____



Holden Sabato

Development Coordinator

195 Morristown Road LLC

195 Morristown Road, Basking Ridge, NJ 07920

9/14/2022

Bernards Township Planning Board/Board of Adjustment Application

**TOWNSHIP OF BERNARDS
PLANNING BOARD / BOARD OF ADJUSTMENT**

CONTRIBUTION DISCLOSURE STATEMENT

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Applicant: Priscilla's Pantry Limited Liability Company Application: Amended Site Plan

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Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____
Date: _____	Amount: _____	Recipient: _____

Signature: _____

Name: _____

Title: _____

Firm: _____

Address: _____

Date: _____



Frederick B. Zelle
Sole Member & Manager
Law Offices of Frederick B. Zelle LLC
53 Division Avenue, P.O. Box 324, Millington, NJ 07946
9/14/2022

Bernards Township Planning Board/Board of Adjustment Application

SUBMIT ORIGINAL + 2 COPIES
Not for "Bulk" or "C" variances

FORM G

TOWNSHIP OF BERNARDS
PLANNING BOARD/ZONING BOARD OF ADJUSTMENT
CONTRIBUTION DISCLOSURE STATEMENT

Contribution Disclosure Statement Required. Pursuant to Bernards Township Ordinance Section 21-7A (Ordinance #1745, adopted October 26, 2004), Contribution Disclosure Statements are required for certain types of development applications that include a request for a variance or other relief. When required, a Contribution Disclosure Statement must be submitted by all applicants and property owners, as well as all professionals who apply for or provide testimony, plans or reports in support of the application. See Section 21-7A for details.

Applicant: Priscilla's Pantry, LLC **Application:** Preliminary & Final Site Plan, Block 801, Lot 4.01

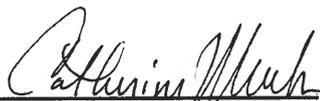
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I made no contributions.

I made the following contributions:

Date:	Amount:	Recipient:
_____	_____	_____
Date:	Amount:	Recipient:
_____	_____	_____
Date:	Amount:	Recipient:
_____	_____	_____
Date:	Amount:	Recipient:
_____	_____	_____

Signature:



Date:

7/13/22

Name:

Catherine A. Mueller, P.E.

Title:

President

Firm:

Page-Mueller Engineering Consultants, P.C.

Address:

P.O. Box 4619, Warren, NJ 07059

NOTICE OF PUBLIC HEARING
BERNARDS TOWNSHIP BOARD OF ADJUSTMENT

YOU ARE HEREBY NOTIFIED that the undersigned Applicant has filed an application with the Bernards Township Board of Adjustment for variance relief relative to the property known as 199 Morristown Road, Basking Ridge, Tax Block 801, Lot 4.01, which is located in the E-5 Zone.

The Applicant is presently utilizing two (2) rented external refrigeration units to satisfy the needs of her specialty food store, "Priscilla's Pantry". She proposes to install a single, permanent 23'11" X 15'10" self-contained refrigeration unit 6 feet north of the northwestern portion of the building. The exterior of the unit would be painted to match and blend with the appearance of the exterior of the building. The Applicant also proposes to relocate its existing wood, post-mounted sign to a point one foot in from the North Maple Avenue right of way, requiring a modification of the previous site plan approvals for the property.

The following variance relief would be required from the Board:

1. "D-2" use variance for expansion of the "D-1" use variance previously granted by this Board for the Applicant's store.
2. "D-4" use variance for an increase in the Floor Area Ratio (from 12.26% to 12.44% where 10% is permitted).
3. "C-1" and/or "C-2" bulk variance for an Accessory Building located in a front yard.
4. "C-1" and/or "C-2" bulk variance for an Accessory Building located 6 feet from another building where 50 feet is required.
5. "C-1" and/or "C-2" bulk variance for an increase in Impervious Coverage (from 34.03% to 34.23% where 25% is permitted).
6. "C-1" and/or "C-2" bulk variance, as well as modification of prior site plan approval conditions, for relocation of the existing wood post-mounted sign.

With the exception of the aforementioned variances, the Applicant believes that no other variance, waiver or exception is required in order to grant the approvals requested. However, if the Board of Adjustment directs that additional variance(s), waiver(s) or exception(s) is/are needed, the Applicant may seek the same in accordance with such direction.

A copy of the proposed plans and application are on file with the Secretary to the Board of Adjustment and are open for inspection during regular business hours at the office of said Secretary, which is located at 277 South Maple Avenue, Basking Ridge, New Jersey.

The application will be considered by the Bernards Township Board of Adjustment on Wednesday, _____, 2022 at 7:30 p.m. at the Bernards Township Municipal Building,

Courtroom, 1 Collyer Lane, Basking Ridge, New Jersey 07920. A hearing will be held by the Board at that time during which members of the public will be heard on the matter. The public will also be able to view the meeting live on Optimum/Cablevision TV - Channel 15 and Verizon FIOS TV - Channel 35. The meeting will also be streamed live for those interested in watching on their computers. The link will be available at 7:30 PM by clicking on the "Watch the Meeting Live" icon on the Bernards Township homepage. Any interested party may participate in said hearing in accordance with the rules of the Board of Adjustment.

Priscilla's Pantry Limited Liability Company /s/

Dated: September 15, 2022

Submitted by:

Frederick B. Zelle, Esq.
Law Offices of Frederick B. Zelle LLC
53 Division Avenue - First Floor
P.O. Box 324
Millington, New Jersey 07946
Telephone: (908) 647-6001
Facsimile: (908) 647-8939
Email: fzelle@fbzlegal.com



OFFICE OF THE ASSESSOR

TOWNSHIP OF BERNARDS

ONE COLLYER LANE

BASKING RIDGE, NJ 07920

(908) 204-3082 Fax (908) 766-1644

PAGE-MUELLER
ENGINEERING

JUL 01 2022

RECEIVED

*** 200 Foot Property Search ***

** VALID FOR 90 DAYS **

Date: 06/28/2022

Block: 801 Lot(s): 4.01 Qual:

Property Location: 195,199 Morristown Rd

Applicant: Page-Mueller Engineering

Phone : Fax: Email:

PROPERTY OWNER INFORMATION

Name: 195 Morristown Rd, LLC

Address: 195 Morristown Rd

City, State, Zip: Basking Ridge, NJ 07920

Due to the location of the referenced
Block and Lot, the following
Fire Company Should be notified:



Basking Ridge Fire Company
P.O. Box 326
Basking Ridge, NJ 07920

Mail Report To:

Name: Page-Mueller Engineering

Address: PO BOX 4619

City, State, Zip: Warren, NJ 07059

CERTIFIED BY:

David Centrelli, Assessor - Township Of Bernards

Amount Paid: \$10.00

Paid By: Check (No. 13982)



Bernards Township

Parcel Offset List

Target Parcel(s): Block-Lot: 801-4.01
195 MORRISTOWN ROAD LLC
195,199 MORRISTOWN RD

8 parcels fall within 200 feet of this parcel(s).

Block-Lot: 801-3

S/K BR ASSOCIATES LLC
PO BOX 6872/JAMM REALTY
BRIDGEWATER NJ 08807
RE: 175 MORRISTOWN RD

Block-Lot: 802-1

HIGHLAND FARMS PARTNERS
225 ROUTE 202
BASKING RIDGE NJ 07920
RE: 225 MORRISTOWN RD

Block-Lot: 502-5

O'DONNELL REALTY LLC
287 CHILDS RD
BASKING RIDGE NJ 07920
RE: 287 CHILDS RD

Block-Lot: 501-13

JANANI, SAMIR & SWEETY
182 MORRISTOWN RD
BASKING RIDGE NJ 07920
RE: 182 MORRISTOWN RD

Block-Lot: 501-12

MUNOZ, HECTOR F
188 MORRISTOWN RD
BASKING RIDGE NJ 07920
RE: 188 MORRISTOWN RD

Block-Lot: 501-11

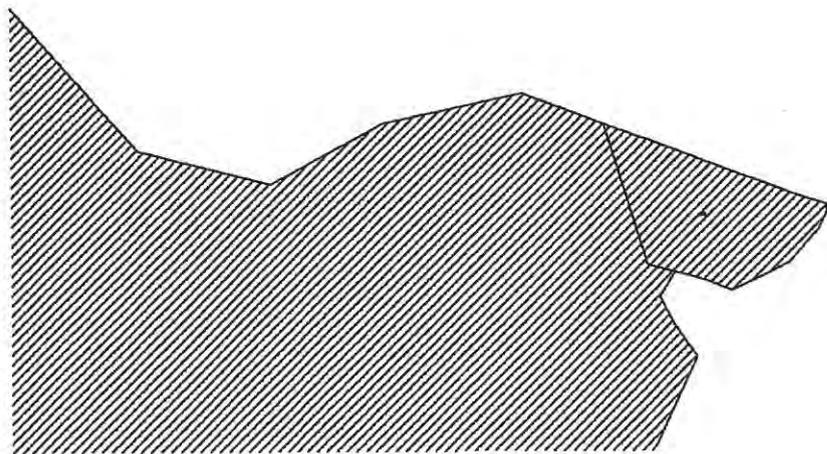
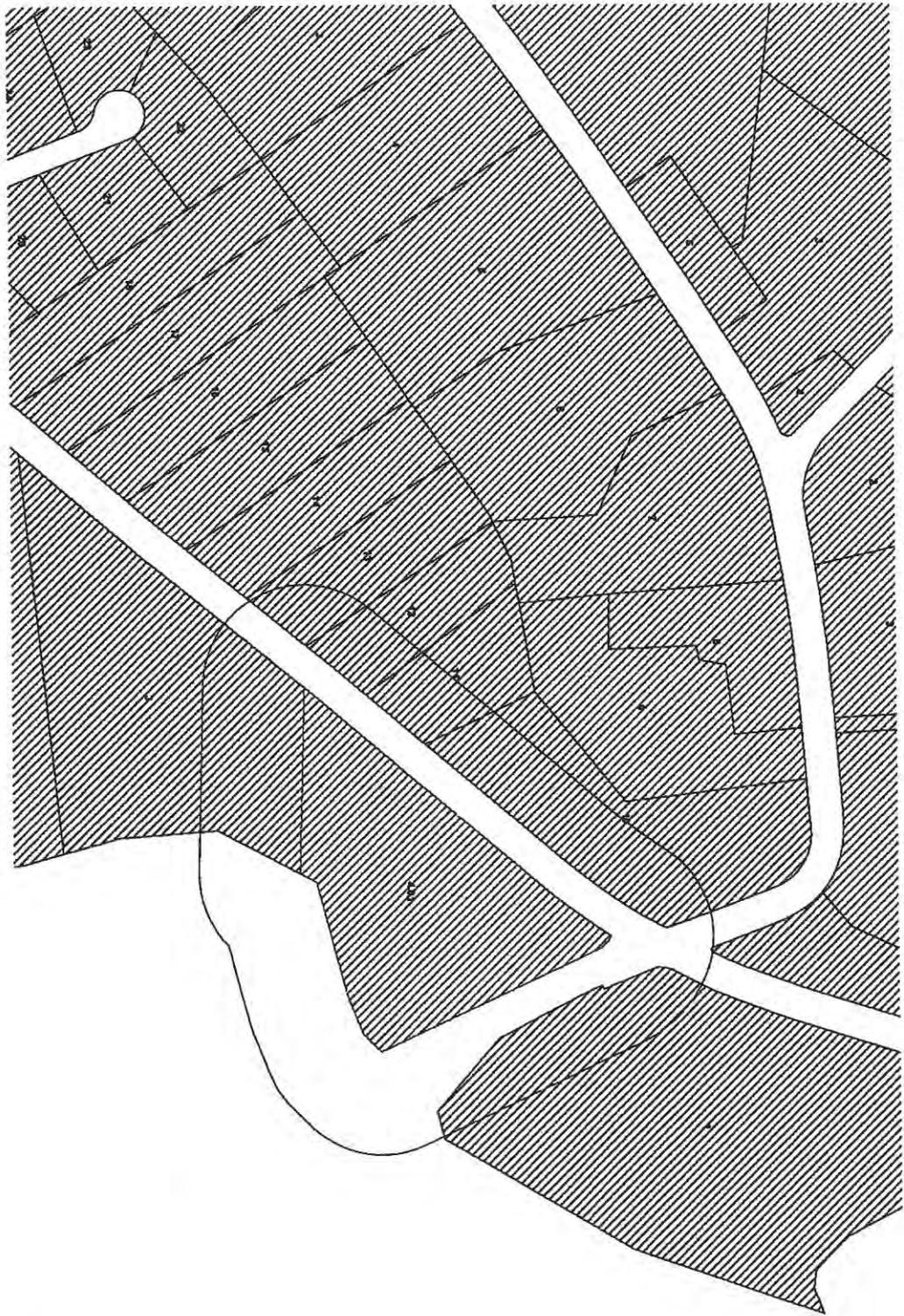
ADAMO, THOMAS & VIVIAN M TRUSTEES
194 MORRISTOWN RD
BASKING RIDGE NJ 07920
RE: 194 MORRISTOWN RD

Block-Lot: 501-10

ROGERS, PAUL & BARBARA
PO BOX 527
CHESTER NJ 07930
RE: 204 MORRISTOWN RD

Block-Lot: 801-3-CELL

S/K BR ASSOCIATES LLC
PO BOX 6872/JAMM REALTY
BRIDGEWATER NJ 08807
RE: 175 MORRISTOWN RD





OFFICE OF THE ASSESSOR

TOWNSHIP OF BERNARDS
ONE COLLYER LANE
BASKING RIDGE, NJ 07920
(908)-204-3082 FAX (908)-766-1644

200 FOOT PROPERTY SEARCH

List of names and addresses of all owners of property as shown on the current tax duplicate located within 200 feet of any part of the property affected by this application. The Township of Bernards accepts no liability for errors hereon. *The attached list was compiled by the Engineering Department.*

If the property is within 200 feet of an adjoining municipality, the Township Clerk of that municipality should be notified. In addition, the applicant must also obtain the names and addresses of the owners of the land in such adjoining municipalities that are located within 200 feet of the subject premises.

The following is a list of utility companies located within Bernards Township. It is not to be construed as utilities being on or within 200 feet of the property being searched.

- | | | |
|--|---|---|
| 1. ALGONQUIN GAS TRANSMISSION CO
1 Lindbergh Rd
Stony Point, NY 10980
(908) 757-1212 | 6. NEW JERSEY AMERICAN WATER CO
Donna Short, GIS Supervisor
NJ-American Water Company, Inc.
1025 Laurel Oak Rd
Voorhees, NJ 08043 | 10. NEW JERSEY BELL TELEPHONE CO
Edward D. Young III, Secretary
Verizon Legal Dept.
540 Broad St – Room 2001
Newark, NJ 07101
(201) 649-2233 |
| 2. BELL ATLANTIC CORPORATION
Secretary, 46 th Floor
1717 Arch
Philadelphia, PA 19102 | 7. CABLEVISION OF RARITAN VALLEY
275 Centennial Ave; CN6805
Piscataway, NJ 08855
Attn: Margurite Prenderville
Construction Dept | 11. TRANSCONTINENTAL GAS PIPELINE
Division Office
3200 S Wood Ave
Linden, NJ 07036 |
| 3. JCP & L/ GPU
Service Tax Dept
PO Box 1911
Morristown, NJ 07962-1911 | 8. BERNARDS TWP SEWERAGE AUTHTY
1 Collyer Ln
Basking Ridge, NJ 07920
(908) 204-3002 | 12. VERIZON BUSINESS/MCI
Right of Way Dept.
2400 N Glenville Dr
Richardson, TX 75082 |
| 4. PUBLIC SERVICE ELECTRIC & GAS
Manager – Corporate Properties
80 Park Plaza, T6B
Newark, NJ 07102 | 9. ENVIRONMENTAL DISPOSAL CORP
William Halsey, President
601 State Hwy 202/206
Bedminster, NJ 07921
(908) 234-0677 | |
| 5. VERIZON COMMUNICATIONS
Engineering
290 W Mt Pleasant Ave; Ste 1400
Livingston, NJ 07039-2763 | | |

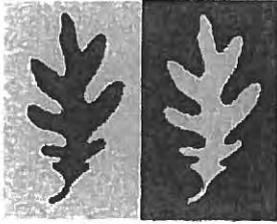
PLEASE NOTE:
Numbers 1,3,4,5 and 7 are
registered with the Township and
REQUIRE NOTIFICATION

If the property is adjacent to a State Highway, the
COMMISSIONER OF TRANSPORTATION
must be notified at

NEW JERSEY DEPT OF TRANSPORTATION
1035 Parkway Ave., CN600
Trenton, NJ 08625

If the property is adjacent to a County Road, the
SOMERSET COUNTY PLANNING BOARD
must be notified at

SOMERSET COUNTY PLANNING BOARD
PO Box 3000
Somerville, NJ 08876



Township of Bernards

Kevin Sant'Angelo, Tax Collector
1 Collyer Lane, Basking Ridge, NJ 07920
Phone: 908-204-3080; Fax: 908-766-1941; Website: www.bernards.org

September 16, 2022

This is to certify that the property located at Block 801 Lot 4.01, otherwise known as 195,199 Morristown Rd. Basking Ridge, NJ is assessed to 195 Morristown Road LLC and the property taxes are paid current through 3rd Quarter 2022.

Very truly yours,

Kevin Sant'Angelo
Tax Collector

110
89.

BRETT A. RAOI COUNTY CLERK
SOMERSET COUNTY NJ
2016 AUG 08 03:38:58 PM
BK 6893 PG 1828-1836
INSTRUMENT # 2016032583

Prepared by: (print signer's name below signature)
[Signature]
Carmen Andrade
Attorney at Law of the State of NJ



DEED

This Deed is made on August 4, 2016

BETWEEN

195 MORRISTOWN ROAD, LLC,
a New Jersey limited liability company

whose post office address is: 788 Morris Turnpike, Short Hills, NJ 07078

referred to as the Grantor,

AND

195 MORRISTOWN ROAD, LLC,
a New Jersey limited liability company

whose post office address is: 788 Morris Turnpike, Short Hills, NJ 07078

referred to as the Grantee.

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

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (call 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.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Bernards Township
Block No. 801 Lots 4, 5 and 6 Qualifier No. Account No

(Check Box if Applicable.)
No property tax identification number is available on the date of this Deed.

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

(Check Box if Applicable.) Please see attached Legal Description annexed hereto and made a part hereof as Schedule A

LOT 4

BEING the same premises conveyed to Grantor by Deed from Leslie D. Schlessinger, individually as to an undivided 50% interest, as tenant-in-common, Leslie D. Schlessinger, as Executor under the Last Will and Testament of Karen C. Schlessinger and Leslie D. Schlessinger and Caia Schlessinger, as co-trustees of that certain trust for the benefit of Leslie D. Schlessinger under the will of Karen C. Schlessinger, as to an undivided 50% interest, as tenant-in-common dated September 9, 2014 and recorded on September 16, 2014 in the Somerset County Clerk's Office in Deed Book 6742, Page 2887, et seq.

LOT 5

BEING the same premises conveyed to Grantor by Deed from 370 North Maple Avenue, LLC, a New Jersey limited liability company dated August 4, 2016 and being recorded simultaneously herewith in the Somerset County Clerk's Office.

Legal Description Block 801 Lot 4

ALL that certain tract or parcel of land and premises, situate, lying and being in the Township of Bernards, in the County of Somerset, and State of New Jersey, more particularly described as follows:

BEGINNING at a point in the center of the road leading from Mendham to Basking Ridge, said point is distant 25.88 feet on a course of South 79 degrees 20 minutes West, from a stone monument in the easterly side of said road, and said point is also distant 493.44 feet on a course of South 14 degrees 24 minutes East, from the line of New Jersey State Highway Route 32 and, thence, running;

- (1) South 12 degrees 36 minutes East, 246.11 feet to a point in the center of said road leading towards Basking Ridge; thence
- (2) along property retained by Willmere Farms, Inc., North 81 degrees 9 minutes West, 787.70 feet to a point in the southeasterly side line of New Jersey State Highway Route 32; thence
- (3) along said Highway North 47 degrees 8 minutes East, 504.11 feet to an iron pipe; thence
- (4) along property retained by said Willmere Farms, Inc., South 80 degrees 19 minutes East, 315.62 feet passing over an iron pipe in the side of the road to a point in the center of the above mentioned road from Mendham to Basking Ridge; thence
- (5) along the center line of said road South 14 degrees 24 minutes East, 176.65 feet to the point and place of beginning.

EXCEPTING AND RESERVING from the above tract that portion thereof which was conveyed by D. Wentworth Wright and Muriel D. Wright, his wife, to Inez Peroni, wife of Eugene Peroni, by deed dated April 28, 1951, and recorded in the Somerset County Clerk's Office in Deed Book 756 at Page 434.

BEING commonly known as 195 Morristown Road, Basking Ridge, New Jersey.

BEING Block 801, Lot 4 on the Tax Map of Bernard Township.

COPY

Legal Description Block 801 Lot 5

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

BEGINNING at a point in the centerline of North Maple Avenue, said point being distant southerly 316.79 feet from the intersection of said centerline and the southerly side of State Highway Route No. 32; also known as Morristown Road, and from thence running;

1. along said centerline of North Maple Avenue South 14 degrees 24 minutes East 176.65 feet to a point therein; thence
2. Still along the centerline of North Maple Avenue South 12 degrees 36 minutes East 246.11 feet; thence
3. North 81 degrees 09 minutes West 507.20 feet to a point; thence
4. North 20 degrees 32 minutes East 403.34 feet to a point; thence
5. South 80 degrees 19 minutes East 265.62 feet to the point and place of BEGINNING.

EXCEPTING therefrom so much thereof that was conveyed to the State of New Jersey by Deed dated November 9, 1967 and Recorded December 5, 1967 in Deed Book 1166 page 367, and being described therein as Parcel 145, as indicated on a map entitled "New Jersey State Highway Department, General Property Parcel Map, Route 287 (1953) Section 7, Passaic River to Annin Road, Showing Existing Right of Way and Parcels to be acquired in the Township of Bernards, County of Somerset, Scale" as indicated, July 1961".

ALSO EXCEPTING therefrom so much thereof that was conveyed to the Township of Bernards by Deed dated December 2, 1953 and recorded May 11, 1954 in Deed Book 823 page 43, and being described therein as "Bounded on the north by the southerly line of premises now owned by Philip B. Lawrence, on the east by the centerline of North Maple Avenue, on the south by the northerly line of other premises owned by said Philip B. Lawrence . . . and on the west by a line parallel to said centerline of North Maple Avenue and distance 25 feet from said centerline.

Being further described in accordance with a survey made by Control Point Associates, Inc., James C. Weed, N.J.P.L.S. dated July 14, 2014 as follows:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF NORTH MAPLE AVENUE (VARIABLE WIDTH RIGHT OF WAY) WITH THE DIVIDING LINE BETWEEN LOT 5 AND LOT 6, BLOCK 801, SAID POINT BEING THE FOLLOWING FOUR (4) COURSES FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF U.S. ROUTE 202 (A.K.A. MORRISTOWN ROAD - F.K.A. NEW JERSEY STATE HIGHWAY ROUTE 32 - 66' WIDE RIGHT OF WAY) WITH THE WESTERLY LINE OF NORTH MAPLE AVENUE:

- A) SOUTH 50 DEGREES - 32 MINUTES - 00 SECONDS EAST, A DISTANCE OF 49.33 FEET TO A POINT, THENCE;
- B) SOUTH 14 DEGREES - 54 MINUTES - 10 SECONDS EAST, A DISTANCE OF 54.75 FEET TO A POINT OF CURVATURE, THENCE;

C) ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1033.00 FEET, A CENTRAL ANGLE OF 06 DEGREES - 58 MINUTES - 39 SECONDS, AN ARC LENGTH OF 125.80, BEARING A CHORD OF SOUTH 18 DEGREES - 23 MINUTES - 30 SECONDS EAST, A CHORD DISTANCE OF 125.72 FEET TO A POINT OF NON-TANGENCY, THENCE;

D) SOUTH 14 DEGREES - 52 MINUTES - 00 SECONDS EAST, A DISTANCE OF 34.95 FEET TO THE POINT OF BEGINNING AND FROM SAID BEGINNING POINT RUNNING, THENCE; ALONG THE WESTERLY LINE OF NORTH MAPLE AVENUE, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 14 DEGREES - 24 MINUTES - 00 SECONDS EAST, A DISTANCE OF 188.08 FEET TO A POINT; THENCE;

2. SOUTH 12 DEGREES - 36 MINUTES - 00 SECONDS EAST, A DISTANCE OF 73.47 FEET TO A POINT; THENCE; ALONG THE NORTHERLY LINE OF INTERSTATE 287 (VARIABLE WIDTH RIGHT OF WAY), THE FOLLOWING FOUR (4) COURSES:

3. SOUTH 54 DEGREES - 53 MINUTES - 34 SECONDS WEST, A DISTANCE OF 45.54 FEET TO AN IRON BAR WITH CAP FOUND, THENCE;

4. SOUTH 78 DEGREES - 14 MINUTES - 23 SECONDS WEST, A DISTANCE OF 82.81 FEET TO A POINT; THENCE;

5. SOUTH 80 DEGREES - 34 MINUTES - 32 SECONDS WEST, A DISTANCE OF 247.92 FEET TO AN IRON BAR WITH CAP FOUND, THENCE;

6. SOUTH 38 DEGREES - 49 MINUTES - 37 SECONDS WEST, A DISTANCE OF 13.43 FEET TO AN IRON PIPE FOUND, THENCE;

7. ALONG THE DIVIDING LINE BETWEEN LOT 5 AND LOT 3, BLOCK 801, 5. NORTH 81 DEGREES - 09 MINUTES - 00 SECONDS WEST, A DISTANCE OF 68.41 FEET TO AN IRON PIPE FOUND, THENCE;

8. ALONG THE DIVIDING LINE BETWEEN LOT 5 AND LOT 4, BLOCK 801, NORTH 20 DEGREES - 32 MINUTES - 00 SECONDS EAST, A DISTANCE OF 403.33 FEET TO AN IRON PIPE FOUND, THENCE;

9. ALONG THE DIVIDING LINE BETWEEN LOT 5 AND LOT 6, BLOCK 801, SOUTH 80 DEGREES - 19 MINUTES - 00 SECONDS EAST, A DISTANCE OF 237.66 FEET TO THE POINT AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 5 in Block 801 (formerly known as Lot 3 Block 6) on the Township of Bernards Tax Map.

COPY

Legal Description Block 801 Lot 6

Township of Bernards, County of Somerset, State of New Jersey

BEGINNING at the point of intersection in the easterly side line of U.S. Route 202 with the southwesterly side line of North Maple Avenue and from thence runs

- 1) Along the southwesterly side line of North Maple Avenue South $50^{\circ} 32' 00''$ East 49.33 feet to a point; thence
- 2) Still along the southwesterly side line of North Maple Avenue South $14^{\circ} 54' 10''$ East, 54.75 feet to a point; thence
- 3) Still along the southwesterly side line of North Maple Avenue on a curve to the right having a radius of 1033.00 feet and an arc distance of 125.80 feet to a point of tangency; thence
- 4) Still along the southwesterly side line of North Maple Avenue South $14^{\circ} 52' 00''$ East, 34.95 feet to a point; thence
- 5) Along the northerly line of Lot 3 and 2 in Block 6 North $80^{\circ} 19' 00''$ West 287.66 feet to a point in the easterly side line of U.S. Route 202; thence
- 6) Along the easterly side line of U.S. Route 202 North $47^{\circ} 03' 36''$ East 61.63 feet to a point of tangency; thence
- 7) Still along the easterly side line of U.S. Route 202 on a curve to the left having a radius of 1465.69 feet and an arc length of 201.53 feet to the point and place of BEGINNING.

BEING known and designated as Lot ⁶ in Block ⁸⁰¹ on the official Tax Map of the Township of Bernards.

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY OF ESSEX

MUNICIPALITY OF PROPERTY LOCATION

SS. County Municipal Code
1802
Bernards Township

FOR RECORDER'S USE ONLY	
Consideration	\$ 1.00
RTF paid by seller	\$ 0
Date	8/8/16 By JA

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

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

Deponent, Kenneth Silverman, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Authorized Representative in a deed dated August 4, 2016 transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) real property identified as Block number 801 Lot number 4, 5 and 6 located at 195 Morristown Road, 370 and 374 North Maple Avenue, Bernards Township and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (Circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (Instructions #5A and #7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

\$ _____ ÷ _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s): Merely reference to exemption symbol is insufficient. Explain in detail.
for a consideration of less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

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. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) 82 years of age or over. * (Instruction #9 on reverse side for A or B)
 - B. BLIND PERSON Grantor(s) legally blind or:
 - DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed*
- Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
- Owned and occupied by grantor(s) at time of sale.
 - Resident of State of New Jersey.
 - One or two-family residential premises.
 - Owners as joint tenants must all qualify.

* IN THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- Affordable according to H.U.D. standards.
- Reserved for occupancy.
- Meets income requirements of region.
- Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10, and #12 on reverse side)

- Entirely new improvement.
- Not previously occupied.
- Not previously used for any purpose.
- "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, and #14 on reverse side)

- No prior mortgages assumed or to which property is subject at time of sale.
- No contributions to capital by either grantor or grantee legal entity.
- No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 4th day of August, 2016

Patricia Krause
Notary Public
Last three digits in Grantor's EIN

788 Morris Turnpike, Short Hills, NJ
Deponent Address
xx-xxxx210

195 Morristown Road LLC
Grantor Name
788 Morris Turnpike, Short Hills, NJ
Grantor Address at Time of Sale
Carmen Andrade, Esq.
Name/Company of Settlement Officer

PATRICIA KRAUSE
Notary Public, State of New Jersey
My Commission Expires
March 31, 2020

FOR OFFICIAL USE ONLY	
Instrument Number	County <u>Somerset</u>
Deed Number	Book _____ Page _____
Deed Dated	Date Recorded <u>8/8/16</u>

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
P.O. BOX 251
TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: www.state.nj.us/treasury/taxation/lpt/localtax.shtml.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

Names(s)

195 Morristown Road LLC, a New Jersey limited liability company

Current Street Address
788 Morris Turnpike

City, Town, Post Office Box
Short Hills

State
NJ

Zip Code
07078

Block(s)

801

Lot(s)

4, 5 and 6

Qualifier

Street Address

195 Morristown Road, 370 and 374 North Maple Avenue

City, Town, Post Office Box

Bernards Twp.

NJ

State

Zip Code

07920

Seller's Percentage of Ownership
100%

Total Consideration
\$1.00

Owner's Share of Consideration
\$1.00

Closing Date
August 4, 2016

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code Section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of a relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

August 4, 2016
Date

195 MORRISTOWN ROAD LLC

Date

By:
Kenneth Silverman, Member/Manager

LOT 6

BEING the same premises conveyed to Grantor by Deed from 374 North Maple Avenue, LLC, a New Jersey limited liability company dated August 4, 2016 and being recorded simultaneously herewith in the Somerset County Clerk's Office

IT is the intention of this Deed to merge lots 4, 5 and 6 in Block 801 into common ownership.

Subject to easements, restrictions, covenants of record, state and municipal regulations and ordinances and such state of facts as an accurate survey may disclose.

The street address of the Property is: **195 Morristown Road, 374 and 370 North Maple Avenue, Bernards Township, NJ**

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

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witnessed By: 195 MORRISTOWN ROAD LLC, a New Jersey limited liability company

Dan Laury

By: _____ (Seal)

Kenneth Silverman
Kenneth Silverman
Member/Manager

STATE OF NEW JERSEY, COUNTY OF ESSEX: SS

I CERTIFY that on August 4, 2016

Kenneth Silverman

personally came before me and this person acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed the attached document as the Authorized Signatory of 195 Morristown Road, LLC, the limited liability company named in this Deed (the "Company");
- b) this person signed this Deed on behalf of the Company;
- c) this person was authorized to execute this Deed on behalf of the Company and the person executed this instrument as the true and voluntary act of the Company duly authorized by all necessary action by the Company; and
- d) made this Deed for \$100.00 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.)

Patricia Krause
Notary Public

RECORD & RETURN TO:
Carmen Andrade, Esq.
Porzio, Bromberg & Newman, P.C.
100 Southgate Parkway
Morristown, NJ 07962-1997

PATRICIA KRAUSE
Notary Public, State of New Jersey
My Commission Expires
March 31, 2020



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 08/08/2016 03:38:58 PM
Book: OPR 6893 Page: 1828-1836
Instrument No.: 2016032583
DEEDTRNS 9 PGS \$113.00

Recorder: ARTFITCHJ

DO NOT DISCARD



2016032583

**ZONING BOARD OF ADJUSTMENT
TOWNSHIP OF BERNARDS**

**THE SILVERMAN GROUP
(195 Morristown Road, LLC;
370 North Maple Avenue, LLC; and
374 North Maple Avenue, LLC)**

Case No. ZB14-027

RESOLUTION

WHEREAS, 195 Morristown Road, LLC, 370 North Maple Avenue, LLC, and 374 North Maple Avenue, LLC, collectively and commonly referred to as THE SILVERMAN GROUP, (the “Applicant”), has applied to the Zoning Board of Adjustment of the Township of Bernards (the “Board”) seeking preliminary and final site plan approval, together with variance and site plan exception relief as set forth below, in connection with the proposed consolidation and redevelopment of three adjoining lots with an existing 1.5-story, 2,549 square foot building to remain for use as a butchery and a two-story, 23,333 square foot office building to be constructed, situated on property identified as Block 801, Lots 4, 5, and 6 on the Township Tax Map, more commonly known as 195 Morristown Road, 370 North Maple Avenue, and 374 North Maple Avenue, respectively (the “Property” or “Site”):

- (1) A d(1) variance for a non-conforming use, since the proposed retail use/butchery is not a permitted use in the E-5 office zone, pursuant to Section 21-10.5.a.1 of the Land Development Ordinance;
- (2) A d(4) variance for a proposed floor area ratio of 12.26%, whereas the maximum floor area ratio permitted is 10%, pursuant to Section 21-10.5.b and Table 402 of the Land Development Ordinance;

- (3) A variance for a proposed lot area of 4.848 acres, whereas the minimum required lot area is 5 acres, pursuant to Section 21-10.5.b and Table 402 of the Land Development Ordinance;
- (4) A variance for a proposed lot coverage of 34.03%, whereas the maximum lot coverage permitted is 25%, pursuant to Section 21-10.5.b and Table 402 of the Land Development Ordinance;
- (5) A variance for a proposed front yard setback for the butchery from North Maple Avenue of 48.3 feet and from Morristown Road of 23.7 feet, and a proposed front yard setback for the office building from North Maple Avenue of 171 feet, from Morristown Road of 138.9 feet and from Route 287 of 100 feet, whereas the minimum required front yard setback is 175 feet in the E-5 office zone, pursuant to Section 21-15.2 (d) and Table 506 of the Land Development Ordinance;
- (6) A variance for a proposed retaining wall of 10.61 feet for the wall on the east side of the underground parking access on the south side of the building, whereas the maximum permitted retaining wall height is 8 feet, pursuant to Section 21-16.3.b of the Land Development Ordinance;
- (7) A variance for three proposed freestanding signs, whereas one (1) sign not exceeding 30 square feet in area and 10 feet in height is permitted for each lot in the E-5 office zone, pursuant to Section 21-17.4.a.1 of the Land Use Development Ordinance;
- (8) A variance for proposed freestanding sign setbacks of not less than 1 foot from North Maple Avenue for one sign, and not less than 1 foot from Morristown Road for 2 signs, whereas the minimum freestanding sign setback required is 20 feet in the E-5 office zone, pursuant to Section 21-17.4.a.1 of the Land Use Development Ordinance; and
- (9) A variance for a minimum parking setback from a front property line of approximately 46 feet from both North Maple Avenue and Morristown Road and of 29.1 feet from Route 287, whereas the minimum parking setback required is 150 feet, pursuant to Section 21-22.1.b.3(b) of the Land Development Ordinance; and

WHEREAS, the Applicant seeks the following site plan exceptions for the
aforementioned proposed development:

- (1) An exception for six (6) non-residential parking spaces, within a garage or under a cover, with dimensions of 9 feet by 20 feet, whereas the minimum parking space size is 10 feet by 20 feet, pursuant to Section 21-39.1.b.1 of the Land Development Ordinance;
- (2) An exception for two (2) non-residential parking spaces, on an open lot for retail use, with dimensions of 9 feet by 18 feet, whereas the minimum parking space size is 10 feet by 18 feet, pursuant to Section 21-39.1.b.2 of the Land Development Ordinance;
- (3) An exception for one off-street loading space (located at the butchery) for two buildings (no loading space to be located at the office building), whereas the minimum number of loading spaces is two (one per building), pursuant to Section 21-39.2.a. of the Land Development Ordinance;
- (4) An exception for an off-street loading space of 17 feet wide by 18 feet long for the butchery space, whereas the minimum required loading space dimensions are 12 wide feet by 25 feet long, pursuant to Section 21-39.2.b. of the Land Development Ordinance;
- (5) An exception for a single entrance/exit for 32 spaces east of, and under, the proposed office building and a single entrance for 39 spaces west and south of the office building, whereas parking areas with more than 25 spaces must have separate entrances and exits, pursuant to Section 21-39.3.a.3(c) of the Land Development Ordinance;
- (6) An exception for open space/landscaped area of less than 10% of a parking lot of greater than 8,000 square feet, whereas an area equal to 10% of the lot shall be maintained as open space, which open space shall be within the perimeter of the lot and shall be appropriately planted or designed for the retention of existing trees, pursuant to Section 21-39.3.a.6 of the Land Development Ordinance;
- (7) An exception for thirteen (13) proposed light poles at a height of 20 feet within 250 feet of a residential zone, whereas the maximum permitted light pole height within 250 feet of residential zone is 12 feet, pursuant to Section 21-41.2 of the Land Development Ordinance; and
- (8) An exception for 191 replacement trees plus a contribution to the Township Tree Fund in lieu of 76 trees, whereas the minimum number of replacement

trees required as a result of the proposed development is 637 trees, pursuant to Section 21-45.3.b.2(c); and

WHEREAS, public hearings on notice were held on such application on June 3, July 8, September 9, November 4, and December 2, 2015, at which time interested citizens were afforded an opportunity to appear and be heard; and

WHEREAS, the Board, after carefully considering the evidence presented by the Applicant and members of the public, and the reports from consultants and reviewing agencies, has made the following factual findings and conclusions;

1. The Board reviewed the application and deemed it complete at the Board's April 8, 2015 public meeting.

2. The Property is comprised of three existing adjoining lots (Lots 4, 5 and 6) totaling 4.848 acres with frontage on Morristown Road (Route 202), North Maple Avenue, and Route 287. The buildings previously located on Lot 4 (formerly Dr. Schlessinger's medical office) and Lot 5 (formerly the Peroni residence) were demolished in late 2014/early 2015. A 1.5-story, 2,549 square foot building (formerly Sandra John Interiors or "Sandra John") remains on Lot 6 near the intersection of Morristown Road and North Maple Avenue.

3. The Applicant proposes to renovate the interior of the former Sandra John building for use as a butchery and construct a two-story, 23,333 square foot office building for use as the Applicant's corporate headquarters. Both buildings are to be located on proposed Lot 4.01, which will be created by the proposed merger of the three existing lots.

4. The existing driveways and parking areas are to be removed, and a total of 115 parking spaces are proposed, including 17 spaces for the butchery and 98 spaces for the office building. The office parking supply includes six (6) spaces under the building and 92 surface spaces, 14 of which are proposed to be “banked” for future construction. In addition to the 115 total parking spaces, one 17 foot by 18 foot loading space is proposed at the butchery and one space in the southwest corner of the office parking area is reserved for the butchery delivery van. One two-way driveway and one one-way entrance driveway are proposed off Morristown Road, and one two-way driveway is proposed off North Maple Avenue.

5. The stormwater management design includes a detention basin and a manufactured water quality treatment device (a “Jellyfish” filter), both located between the office building and North Maple Avenue. Both buildings will be connected to the public water and sanitary sewer systems.

6. Office uses are permitted in the E-5 Zone; however, retail uses are not. The proposed butchery use requires a d(1) variance, pursuant to N.J.S.A. 40:55D-70d(1), and a d(4) variance for the proposed floor area ratio (“FAR”) of 12.26%, pursuant to N.J.S.A. 40:55D-70d(4), together with the aforementioned site plan, variance, and exception relief.

7. The Property as a whole has not been the subject of any recent site plan approval; however, approvals have been obtained for Lots 5 and 6 individually. In 2005, the Planning Board approved a 3,272 square foot office building on Lot 6. In 2008, the Board of Adjustment approved a 7,757 square foot tree and lawn maintenance facility on Lot 5. In

2011, the Planning Board approved an 8,838 square foot office building on Lot 5. None of the prior approvals have resulted in any construction.

8. The Applicant submitted a Preliminary and Final Site Plan prepared by D.F. Wisotsky, P.E., of Bohler Engineering, dated November 7, 2014, last revised August 24, 2015, same consisting of 16 sheets. The Applicant's proposal is depicted on architectural plans ("Proposed Floor Plans & Exterior Elevations") prepared by Carmine Cerminara, A.I.A., dated November 13, 2014, last revised October 21, 2015, same consisting of one (1) sheet. The Applicant submitted a revised Lighting Plan, Sheet 8 of 16, dated November 7, 2014, and last revised November 12, 2015.

9. The Applicant submitted an Environmental Inventory and Impact Assessment prepared by Nancy Weaver-Smith, P.P., A.I.C.P., of Bohler Engineering, dated November 12, 2014, a Traffic Impact Assessment prepared by Gary W. Dean, P.E., P.P., and Elizabeth Dolan, P.E., of Dolan & Dean, dated November 13, 2014, Site Photographs prepared by Michael J. Tobia, P.P., dated November 18, 2014 and consisting of 5 pages, a Soil and Foundation Investigation Report prepared by Melick-Tully and Associates, P.C., dated December 17, 2014, a Stormwater Management Report prepared by David F. Wisotsky, P.E., of Bohler Engineering, dated November 2014 and last revised August 2015, a Proposed Solid Waste and Recycling Plan prepared by Tony Diggin, P.E., of Bohler Engineering, dated January 29, 2015, same consisting of a letter from Mr. Diggin to Mr. Schley, and a Letter of Interpretation from the NJ Department of Environmental Protection dated May 6, 2015

10. David Schley, P.P., A.I.C.P., the Township/Board Planner, and Thomas Timko, P.E., C.M.E., the Township/ Board Engineer, were duly sworn according to law.

11. Lawrence A. Calli, Esq., of Porzio, Bromberg & Newman, P.C., appeared on behalf of the Applicant.

12. Grayson Murray, P.E., of Bohler Engineering, having a business address of 35 Technology Drive, Warren, New Jersey, was duly sworn according to law, provided his credentials and was accepted by the Board as an expert in the field of civil engineering.

13. Mr. Murray introduced the following exhibits into evidence:

- **Exhibit A-1**: Aerial Photograph Depicting Existing Conditions – Revision 2 – prepared by Bohler Engineering and dated February 25, 2015;
- **Exhibit A-2**: Buildable Area Exhibit – Revision 2 – prepared by Bohler Engineering and dated February 25, 2015;
- **Exhibit A-3**: Site Plan Exhibit – Revision 2 – prepared by Bohler Engineering and dated February 25, 2015;
- **Exhibit A-4**: A Revised Site Plan Exhibit – Revision 2 – prepared by Bohler Engineering and dated February 25, 2015; and
- **Exhibit A-5**: A Concept Plan dated June 26, 2015;

14. Referencing **Exhibit A-1**, Mr. Murray explained that there was a daycare center and residential neighborhood on the western side of Route 202, office development to the southwest and the Olde Mill Inn on the north side of North Maple Avenue. He testified that the Applicant intended to retrofit the former Sandra John building located at 370 North Maple Avenue, which had previously been utilized as an unapproved retail use. He further testified that the topography of the Site dictated the proposed design.

15. Referencing Exhibit A-2, Mr. Murray opined that the Applicant could not comply with the 175 foot required setbacks from Route 287, North Maple Avenue and Route 202 because the Property was slightly undersized and had three frontages as it was triangular in shape. He testified that Lots 4 and 5 would be used to accommodate the development of the office building and Lot 6 would contain the repurposed Sandra John building. Mr. Murray recognized that the proposed butchery, to be located at the former Sandra John building, required a use variance as retail uses are not permitted in this zone.

16. Referencing Exhibit A-3, Mr. Murray testified that the proposal required a d(4) variance because the Applicant proposed an FAR of 12.26%, whereas only 10% is permitted. He explained that the proposed office building would be a two-story building having a footprint of approximately 12,500 feet. He opined that because the proposal eliminated a driveway located immediately off of North Maple Avenue, access to, and safety on, the Site would be significantly improved. He stated that the Site could be accessed from two driveways along Route 202 (Morristown Road) and one driveway off of North Maple Avenue. Mr. Murray testified that the proposed number of parking spaces (104 at the time) exceeded the required number of parking spaces (100).

17. As to the height of the proposed retaining walls, Mr. Murray testified that variance relief was necessary as to each of the two single walls to be located by the Sandra John building and by the parking lot. He explained that both walls were proposed to be between 9 and 10 feet, whereas the maximum permitted height was 8 feet. He opined that the increased height was necessary due to the extreme topography of the Site such that the walls

could not be tiered. Mr. Murray further opined that, since the walls neighbored Route 287, any visual impacts would be mitigated by extensive landscape buffering.

18. Mr. Murray testified that the Applicant would have to remove approximately 426 trees (inclusive of invasive species) and 194 trees (not inclusive of invasive species). Mr. Murray opined that it was beneficial to replace the overgrown area with native species and shade trees rather than permitting the invasive species to remain and/or forcing the Applicant to replace them with additional trees or a corresponding contribution to the tree fund.

19. As to the lighting, Mr. Murray stated that 13 (at the time) light poles were proposed and the heights of same would be determined by the existing grading, such that all of the poles appeared to be the same height. He further stated that there would be 11 (at the time) wall mounted fixtures located around the perimeter of the office building. Mr. Murray opined that the proposed lighting plan was more efficient, better designed, resulted in reduced fixture visibility and sky glow, and increased uniformity ratios, while still providing appropriate lighting on the Site. He added that the lights would be shielded and recessed such that the light source would not be visible unless viewed from directly below and, further, that the lights would be nearly invisible to the residents located near the Site.

20. Referencing Exhibits A-4 and A-5, Mr. Murray explained the revisions to the proposed plans previously submitted to the Board, including the consolidation of the lots, enhancement of the landscaping, removal of parking spaces from the northerly corner, increased green space and buffering, banked parking spaces, relocation of the trash enclosure and detention basin, and a redesigned grading plan.

21. As to the proposed parking, Mr. Murray explained that the proposal could be altered to account for wider spaces. The Applicant stipulated, as a condition of approval, to returning to the Board for subsequent approval if the use of the Sandra John building changed from the proposed butchery.

22. Blake Silverman, President of the Silverman Group, having a business address of 788 Morris Turnpike, Short Hills, New Jersey, was duly sworn according to law, and testified as a fact witness. Mr. Silverman testified that the Silverman Group was a real estate and private equity firm with other office space in Bernards Township. He testified that the Silverman Group had a significant number of employees that were on the road thereby reducing the number of parking spaces he believed were necessary for the development. Mr. Silverman, as a condition of approval, stipulated to complying with the proposed restrictions on the use of the Sandra John building.

23. Ryan Fibiger, Owner and CEO of Fleisher's Craft Butchery, having a business address of 580 Riverside Avenue, Westport, Connecticut, was duly sworn according to law and testified as a fact witness. Mr. Fibiger testified that his business currently has three locations – two in Connecticut and one in Brooklyn. He explained that the business sold raw meat and prepared items, but there would not be a seating area at this proposed location, and the Applicant stipulated to same. He stated that the business hours are 10:00 am to 7:00 pm Monday through Saturday, 10:00 am to 5:00 pm on Sunday, and the Applicant stipulated to same. Mr. Fibiger testified that there would be between ten and twelve employees who would park by the office building rather than near the butchery.

24. As to the intensity of the business, Mr. Fibiger testified that the average time spent in the store by customers was five minutes and that shopping carts were unnecessary. He further testified that the butchery would receive deliveries approximately three times per week and that a low amount of waste was produced, thereby eliminating the need for a loading space. The Applicant stipulated, as a condition of approval, to contracting for daily refuse removal. Mr. Fibiger introduced into evidence, as Exhibit A-6, the proposed floor plan for the craft butchery.

25. Grayson Murray, having been duly sworn, introduced into evidence, as Exhibit A-7, a colorized site plan (Sheet 4) dated August 24, 2015. Mr. Murray summarized the revisions to the plans. He explained that the Applicant increased the number of trees being preserved, increased the number of parking spaces near the butchery to 19, added a loading area, redesigned the retaining walls to be tiered, redesigned the detention basin as per Mr. Timko's Comment 5 from his September 8, 2015 Review Memo, redesigned the lighting such that the heights of the light poles were lowered and the number of poles increased, and revised the total number of parking spaces to 120.

26. The Applicant stipulated, as a condition of approval, to complying with the NJDEP design requirements and municipal ordinance requirements for stormwater management.

27. As to the lighting, Mr. Murray opined that the revised lighting plan was less desirable because, while it lowered the height of the poles to 12 feet, it increased the quantity of light poles by 20 and of wall mounted lights by 2. He further opined that 20 foot light poles

would be more aesthetically pleasing and efficient, and would provide more uniform lighting levels. Mr. Murray testified that a safe level of coverage must be maintained, thereby requiring all of the fixtures to be on, but that the Applicant would stipulate, as a condition of approval, to shutting off the lights, except for security lighting, at 9:00 pm. Mr. Murray further testified that the Applicant was agreeable to complying with Items 1 through 4 of Mr. Timko's September 8, 2015 Review Memo. The Applicant stipulated, as a condition of approval, to preparing a general description of the type of block and color to be utilized in the design of the retaining wall.

28. As to Mr. Schley's September 4, 2015 Review Memo, the Applicant acknowledged items 1 through 6, 8, and, as to items 7 and 9, stipulated, as a condition of approval, to reducing the height of the fence to 4 feet, to utilizing a wood post and rail fence with black wire mesh and to providing a timber guide rail. As to items 15-18 and 20-29, the Applicant stipulated to same. As to items 11-14, 19, 31, and 33-35, further testimony was required and would be provided by the architect. As to Item 30, Mr. Murray explained the tree replacement requirement had been calculated two ways – inclusive of invasive species and exclusive of invasive species. As to Items 36-39, and 41-45, the Applicant stipulated to same.

29. Carmine Cerminara, A.I.A., having a business address of 224 Courtyard Drive, Hillsborough, New Jersey, was duly sworn according to law, presented his qualifications and was accepted by the Board as an expert in the field of architecture. Mr. Cerminara introduced into evidence, as Exhibit A-8, the Office Building Elevations dated October 29, 2015. Mr. Cerminara stipulated to complying with Items 6b, 11, 31-35, and 38 of Mr. Schley's

September 4, 2015 Review Memo.

30. Referencing Exhibit A-8, Mr. Cerminara described the exterior of the buildings and the proposed architectural elements of same. The Applicant stipulated, as a condition of Approval, to utilizing substantially similar colors as represented on Exhibit A-8 for the office building. The Applicant further stipulated, as a condition of approval, that the proposed butchery and all accessory buildings/enclosures (Item 11) would be painted using colors substantially similar to those utilized on the office building. The Applicant also stipulated, as a condition of approval, to complying with the size requirements for the elevator to the satisfaction of the Fire Official.

31. As to wall mounted signage, Mr. Cerminara testified that there were no wall mounted signs proposed and that all of the signs presented were designed for the Silverman Group as the sole tenant. In this regard, the Applicant stipulated, as a condition of approval, to the Board of Adjustment retaining jurisdiction over the application in the event the Applicant seeks approval for wall mounted signage exceeding that permitted by the Land Development Ordinance for a single tenant building.

32. Gary Dean, P.E., of Dolan & Dean, having a business address of 792 Chimney Rock Road, Martinsville, New Jersey, was duly sworn according to law, provided his credentials, and was accepted by the Board as an expert in traffic engineering. Mr. Dean described the onsite circulation as well conceived and safe and opined that there was no negative impact on traffic as a result of the proposal. In support of his testimony, Mr. Dean introduced into evidence, as Exhibit A-9, an aerial photograph on which he highlighted the

entrances and existing roadways.

33. Mr. Dean testified that the Applicant evaluated the sight lines of both Route 202 and North Maple Avenue, and that both had adequate visibility from the respective driveways and met all of the DOT standards. Mr. Dean introduced into evidence, as Exhibit A-10, a revision of the Colorized Site Plan previously introduced as Exhibit A-7, dated November 4, 2015. Mr. Dean opined that the proposed traffic circulation was vastly superior to what presently existed on the Site and constituted an innovative way to share access points, yet still have separate parking. He further opined that the circulation design was constrained by the existing grading issues and a preference for green space. He ultimately advised that he believed this proposal was ideal and constituted the best possible proposal within the existing constraints.

34. Mr. Tobia, P.P., having a business address of 546 Van Beuren Rd, Morristown, New Jersey, was duly sworn according to law, provided his credentials and was accepted by the Board as an expert in the field of professional planning. He introduced into evidence, as Exhibit A-11, a Colorized Site Plan last revised November 12, 2015.

35. David Wisotsky, P.E. of Bohler Engineering, having a business address of 35 Technology Drive, Warren, New Jersey, was duly sworn according to law, provided his credentials, and was accepted by the Board as an expert in the field of civil engineering. Mr. Wisotsky testified that he worked alongside Grayson Murray on the project. Referencing Exhibit A-11, Mr. Wisotsky summarized the application as containing a proposed office building of 23,333 square feet (originally proposed at 25,000 square feet). He explained that

the proposal had changed as to parking such that 6 of the proposed 20 banked parking spaces were removed resulting in 14 banked spaces. Additionally, the parking space size for the retail use increased from 9'x18' to 10'x18', while the parking space size in the office area remained at 9'x18'. The proposed spaces under the building are 9'x20'. Due to the changed parking, the Applicant now proposed a loading space which is 17 feet by 18 feet, on the southwesterly corner of the retail building.

36. As to the proposed signage, Mr. Wisotsky testified that the monument sign along Route 202 would be setback one foot from the right-of-way due to the existing grading and sight distance. Mr. Wisotsky stated that a guiderail had been added to the plan, along the eastern edge of the parking lot by the detention basin. He further stated that the lighting plan had also been adjusted.

37. As to the lighting plan, Mr. Wisotsky testified that the revised proposal resulted in an average maximum lighting of .9 foot candles. Mr. Wisotsky explained that the number of poles was reduced from 30 to 15 and that the height would remain at 20 feet.

38. Mr. Tobia introduced into evidence, as Exhibit A-12, details for the proposed signage to be used at two locations on the Site. Mr. Tobia explained that one sign would be located on the southerly side of the Morristown Road (Route 202) driveway and one would be located on North Maple Avenue. The Morristown Road sign would be approximately one foot off of the right-of-way (approximately 21 feet from the curb line due to the unusually wide right-of-way), whereas 20 feet is required. The North Maple Avenue sign would be 10 feet off of the right-of-way, whereas 20 feet is required. Mr. Tobia explained that the variance was

necessary to ensure visibility of the signs because, as to the North Maple Avenue sign, the right-of-way is unusually wide, and as to the Morristown Road sign, there is a wide right-of-way and considerable competition with plant material and an embankment.

39. Mr. Schley advised that the signs could be setback less than ten feet to accommodate the existing trees and road rights-of-way. He opined that the difference would not be noticeable or otherwise result in a negative impact. Mr. Schley suggested that the signs be setback no less than one foot, but as far back as possible up to ten feet, such that the signs remained visible. The Applicant stipulated, as a condition of approval, that the location of the signs would be in accordance with the direction of the Township Engineering Department and would be subject to the review and approval of same. Mr. Tobia clarified that the signs would not be located in the line of sight.

40. As to the proposed replacement of the existing Sandra John sign, Mr. Schley advised that a variance would be required as the Board could only allow, in its discretion, up to two signs, one for each entrance. Mr. Tobia agreed and explained that the third sign would identify only the butchery. The Applicant stipulated, as a condition of approval, to locating the third sign just south of the northerly Morristown Road driveway and no less than one foot, but as far back as possible up to ten feet, setback from the right-of-way. The Applicant further stipulated that the sign area would not exceed 6 square feet, nor be taller than 4 feet in height and they would be constructed in accordance with the dimensions set forth on Exhibit A-12.

41. Mr. Tobia explained that the entranceway signs for the Silverman Group would be constructed of materials similar to the materials used for the office building and that the

signs would be 8 square feet in area. He stated that the sign would be surrounded with annuals, grasses and low lying plant material to provide visual interest and to hide flood lights that would illuminate the signage (on both sides of each sign). The Applicant also stipulated, as a condition of approval, to turning off the sign lighting at the same time that the parking lot lighting (excepting security level lighting) was turned off (i.e., 9:00 pm). The Applicant stipulated to submitting revised sign plans.

42. With respect to the d(1) variance, Mr. Tobia opined that the case law recognizes three categories of circumstances in which the “special reasons” required for a use variance may be found: (1) where the proposed use inherently serves the public good, such as a school, hospital or public housing facility; (2) where the property owner would suffer “undue hardship” if compelled to use the property in conformity with the permitted uses in the zone; and (3) where the use would serve the general welfare because “the proposed site is particularly suitable for the proposed use.” Mr. Tobia opined that the Site was particularly suitable for the proposed butchery as the Site was a classic retail location, served by two busy streets, a signalized intersection, high visibility and a history of a commercial/retail use. Mr. Tobia further opined that the building was more valuable as constructed than if demolished, since it added charm and visual interest to the intersection. He contended that it complemented the Mendham Country Day School, and the Olde Mill Inn, and serves as a gateway into the community. Mr. Tobia opined that the removal of the parking in the front-yard made the Site more aesthetically pleasing. Mr. Tobia opined that the butchery was a perfect fit for the town as it was a “high-ticket, high-class operation.”

43. As to the “enhanced quality of proof” of the negative criteria required for a d(1) use variance, Mr. Tobia opined that the Applicant met the proof since the proposal was not inconsistent with the intent and purpose of the master plan and zoning ordinance. In this regard, Mr. Tobia opined that the Site had been used as a retail use for many years and same has not had a negative impact on the zone plan.

44. As to the d(4) FAR variance, Mr. Tobia stated that the proposed FAR of 12.2% is only slightly over the 10% maximum and the the problems normally associated with an increased FAR did not exist. Specifically, he opined that FAR is a control to ensure a site does not become overcrowded or overdeveloped, whereas here the Site is screened by a significant wooded buffer and there is sufficient green space such that the Site could accommodate the problems usually associated with an excessive FAR.

45. As to the proposed front-yard setback off of Route 202, Mr. Tobia opined that it was impossible for the Applicant to comply with same since doing so would result in the removal of a corner of the building. If the Applicant were made to comply, the proposed building would have to be a triangularly shaped building which, he opined, would be a “disaster” in terms of floor plan, layout, and corridor planning. He further opined that if the setback requirements were strictly applied, the Applicant would not be permitted to build the front parking area (along Morristown Road) since virtually all of it would be in the 150-foot setback from the right-of-way. He opined further that a parking row would be eliminated along North Maple Avenue, which would result in a parking deficiency.

46. As to the negative criteria for a d(4) FAR variance and bulk variance relief, Mr.

Tobia testified that the green belt around the Site protected the neighbors from visual impact and noise impact. He confirmed that there would be no cooking or slaughtering on Site and opined that the proposed use of a butchery was a perfect fit for the community as no homes would be negatively impacted. Mr. Tobia testified that he did not see a substantial detriment to the neighborhood or substantial impairment of the zoning plan. Mr. Tobia opined that the proposal resulted in the use of a site that had received multiple zoning approvals, yet had never been developed.

47. In reviewing Mr. Schley's November 30, 2015 Review Memo, the Applicant stipulated to complying with all of the comments (1 through 43), but for Comments 20 and 29 which pertained to the lighting plan and tree replacement requirement. As to Comment 20 and the lighting plan, Mr. Wisotsky testified that the Applicant no longer needed exceptions for average illumination since the light poles were proposed to be 20 feet tall and a number of relatively low wattage wall mounted light fixtures could ensure there were no dark spots on the Site. Mr. Wisotsky introduced into evidence, as Exhibit A-13, a revised lighting plan that had been submitted that day (December 2, 2015) and demonstrated that the Applicant now proposed fifteen 20-foot-tall pole mounted fixtures and 14 (previously 17) wall mounted light fixtures. He testified that the lighting plan was brought more into conformance because the architect calculated the final square footage of the office building, which was lower than previously assumed. Mr. Wisotsky testified that the light poles closest to the residential property on Route 202 (northwest of the Site) would not cast light beyond the Property line. Mr. Schley opined that the Applicant had sufficiently explained the lighting plan and that it

was preferable to utilize more wall fixtures and less light stanchions.

48. As to Comment 29, Mr. Schley explained that the Applicant sought to provide 267 replacement trees because only 158 out of the 335 trees being removed were non-invasive species, and the replacement requirement for those 158 trees was 267 trees. The Applicant characterized the requirement that it replace 637 trees as “onerous.” The Board considered arguments advanced on both sides of the issue of whether to exclude invasive tree species in the calculation of the tree replacement obligation and, if so, which species (if any) constituted invasive species.

49. No member of the public commented on, or objected to, the proposed development application.

BOARD DECISION

50. After reviewing the evidence submitted, the Board, by a vote of 6 to 1, finds that the Applicant has satisfied its entitlement to preliminary and final site plan approval and the site plan exception and variance relief sought herein.

The “d(1)” Use Variance Relief:

51. While the Sandra John building had previously been used for retail purposes, that use was not a prior approved use. As the prior use was not approved, it could not be expanded and therefore any request for relief must meet the standards required for a d(1) use variance, rather than a d(2) expansion of a preexisting nonconforming use.

52. As to the d(1) use variance for the proposed retail use of the former Sandra John building as a butchery, the Board notes that New Jersey courts recognize three

circumstances in which the “special reasons” required for such a variance may be found: (1) where the proposed use inherently serves the public good, such as a school, hospital or public housing facility; (2) where the property owner would suffer “undue hardship” if compelled to use the property in conformity with the permitted uses in the zone; and (3) where the use would serve the general welfare because “the proposed site is particularly suitable for the proposed use.” See, Saddle Brook Realty, LLC v. Twp. of Saddle Brook Zoning Bd. of Adj., 388 N.J. Super. 67, 76 (App. Div. 2006).

53. The Board recognizes that in the context of the positive criteria, site suitability is not concerned with ordinance zoning criteria, but is instead focused on (1) why the location of the site within the municipality is particularly suited to the use despite the zoning and (2) what unique characteristics of the site itself make it particularly appropriate for the proposed use rather than a permitted use. See, Kohl v. Mayor and Council of Fair Lawn, 50 N.J. 268, 280 (1967). The Board further recognizes that New Jersey courts have found that “peculiar suitability special reasons exist where, generally, the use is one that would fill a need in the general community, where there is no other viable location, and where the property itself is particularly well fitted for the use either in terms of its location, topography or shape.” Funeral Home Mgmt., Inc. v. Basralian, 319 N.J. Super. 200, 210 (App. Div. 1999). The test is whether the public benefits because of the community’s need of the use itself. Ibid.

54. Here, the Board finds that the Applicant has satisfied the positive criteria required for the grant of a d(1) use variance since it has demonstrated that the proposal serves the general welfare, since the Site is particularly suitable for use as a retail butchery. In this

regard, the Board finds that the butchery would be easily accessible to the public via Morristown Road and North Maple Avenue, would allow for safe ingress/egress to, and from, the Site, and safe traffic circulation thereon, would enhance the neighborhood aesthetically since parking in the front-yard has been eliminated and landscape buffering is proposed, and would increase the diversity of goods and services available to the community. Additionally, the Board recognizes that while the Site has been the subject of multiple development applications, none of the approvals have resulted in construction. Lastly, the proposed location has been used as a retail use (Sandra John) without detriment for years and, in fact, this proposal makes the Site more accessible, and more attractive, than what currently exists. As such, the Board concludes that the Applicant has satisfied the positive criteria required for a d(1) use variance.

55. As to the negative criteria, the Board recognizes that in d(1) use variance cases the Applicant must demonstrate the negative criteria with “an enhanced quality of proof.” Specifically, in Medici v. BPR Co., 107 N.J. 1, 21-22 (1987), the Supreme Court required that an applicant must show:

in addition to proof of special reasons, an enhanced quality of proof and clear and specific findings by the board of adjustment that the variance sought is not inconsistent with the intent and purpose of the master plan and zoning ordinance. The applicant’s proofs and the board’s findings must reconcile the proposed use variance with the zoning ordinance’s omission of the use from those permitted in the zoning district

56. The Board finds that the Applicant has satisfied its burden of proving the negative criteria. In this regard, the Applicant has demonstrated that the requested relief can

be granted without substantial detriment to the public good and that the variance relief sought is not inconsistent with the intent and purpose of the Master Plan and the applicable provisions of the Land Development Ordinance. The proposed butchery will not be a substantial detriment to the character of the neighborhood and, in fact, the building will add to the character of the neighborhood. In this regard, the Board adopts the testimony of Mr. Tobia, Applicant's Planner, that the existing structure gives the neighborhood a unique appearance and serves as a gateway into the area. The Board also considers the lack of any public opposition to the application.

The "d(4)" FAR Variance Relief:

57. The Board finds that the Applicant has met his burden of establishing an entitlement to the requested FAR variance relief pursuant to N.J.S.A. 40:55D-70(d)(4). The Applicant has established that the Site will accommodate the problems associated with a floor area ratio greater than that permitted by the Land Development Ordinance. See Randolph Town Center v. Township of Randolph, 324 N.J. Super. 412, 417 (App. Div. 1999). In this regard, the Board finds that the increased F.A.R. is modest relative to the size of the Property. The Board further finds that the Applicant has already merged three individual parcels and cannot obtain any additional land to bring the site closer to conformity and ultimately reduce the FAR. Moreover, even if the butchery was removed from the proposed development, the resulting FAR of 11% would still exceed the permitted maximum FAR of 10%. Finally, the Board finds that the location of the butchery and office building near the interior of the Site, the location of the Site surrounded by major roadways and a state highway and the magnitude

of the proposed landscape buffering, all will mitigate any detriment associated with the excess floor area, such that the Site can accommodate the detriments associated with same.

58. As to the negative criteria, the Board finds that the increased FAR will not result in any substantial detriment to the public good nor substantial impairment to the master plan or zoning ordinance. The Board recognizes that any detriment is mitigated by the substantial landscape buffering around the entire Property and the proposed stormwater management system and related grading. Moreover, the Board again notes the lack of any public opposition to the application.

The “c(1)” Variance Relief:

59. As to the positive criteria for “(c)(1)” or “hardship” variances for the minimum lot area and proposed lot coverage, the Board finds that the Applicant has satisfied his burden of demonstrating that strict application of the zoning regulations will result in peculiar and exceptional difficulties to, or exceptional and undue hardship upon, him as the owner of the Property. The Board recognizes that the variances requested are a result of the odd (triangular) configuration and shape of the Property and that the Site has frontage on three roads. The Board further recognizes that the Applicant has agreed to consolidate multiple lots and has attempted to bring the Site into conformity with the required lot size, has reduced the initially proposed lot coverage, and has diligently worked with the Board to reduce the number of variances sought. In this regard, the Board accepts the testimony of the Applicant that no additional property can be purchased to bring the lot closer into conformity and that the variance relief sought is not due to any self created hardship.

The “c(2)” Variance Relief:

60. In addition to finding the Applicant has satisfied the positive criteria for “c(1)” variance relief for the lot coverage and lot area, the Board finds that the Applicant has also satisfied the positive criteria for “c(2)” or “flexible c” variance relief for all of these bulk variances. The Board finds that the Applicant has satisfied its burden of demonstrating that the purposes of the MLUL will be advanced by the requested deviations from the zoning requirements and that the benefits to be derived therefrom will substantially outweigh any detriments associated therewith. In this regard, the Board finds that the proposed development will provide a desirable visual environment, enhance the visual compatibility of the Site with adjoining properties and otherwise promote the general welfare. Specifically, the proposal retains the Sandra John building, which the Board finds to be at a gateway to the town and a positive feature of same. In this regard, the Board finds that the detriments, if any, resulting from the undersized nature of the lot, increased lot coverage, deficient setbacks and increased signage are mitigated not only by the improved stormwater management system which can accommodate the increased coverage, but also by the substantial landscape buffering around the entire Site.

61. As to the negative criteria for both “c(1)” and “c(2)” variance relief, the Board finds that the Applicant has demonstrated that the proposal will not result in either substantial detriment to the public good or substantial impairment of the zone plan. In this regard, the Board recognizes that there was no public comment or opposition to the application and the modest nature of the variances sought as mitigated by the numerous conditions stipulated to by

the Applicant.

The Site Plan Exception Relief:

62. The Board recognizes that, pursuant to Section 21-34 of the Land Development Ordinance, an exception may be granted from the ordinance requirements for site plan approval as may be reasonable and within the general purpose and intent of the provisions of such approval if the literal enforcement of one or more provisions of the ordinance is impracticable or would exact undue hardship because of peculiar conditions pertaining to the land in question.

63. The Board finds that the 8 site plan exceptions, including the planting of 191 replacement trees and the contribution to the Township Tree Fund in lieu of the remaining 76 trees, rather than 637 trees, sought by the Applicant should be granted, since literal enforcement would be impracticable and exact undue hardship upon the Applicant due to the size of the Site and the location, and configuration, of the structures lawfully thereon. The 8 exceptions relate to the size and number of parking stalls, the existence of a loading space, the deficiency in the size of the landscaped area within a parking lot, the height of light poles, and the number of trees to be replaced. The Board accepts the Applicant's expert testimony that the Applicant does not have sufficient space for separate entrances and exits in the parking areas, or conforming loading and parking stall dimensions, given the unique configuration of the Site, frontage along multiple roads, and the need for appropriate parking and traffic circulation. The evidence revealed that the ingress/egress to the facility and the interior traffic circulation would be sufficient and would comply with generally required standards

notwithstanding these modest deviations from the LDO. With respect to the lighting, the Board finds that the increased height of the light poles results in a reduction in the number of poles and same is more desirable. As to the landscaping, the Board recognizes, that the Applicant's proposed development complies with the intent underlying the ordinance provision by providing sufficient landscaped/open space throughout the designated parking areas and the Site as a whole.

The Preliminary and Final Site Plan Approval:

64. The Board further finds that good cause exists for granting the application for preliminary and final site plan approval, subject to the conditions of approval set forth below.

WHEREAS, the Board took action on this application at its meeting on December 2, 2015, and this Resolution constitutes a Resolution of Memorialization of the action taken in accordance with N.J.S.A. 40:55D-10(g);

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Bernards, on the 6th day of January, 2016, that the application of the Silverman Group, for preliminary and final site plan approval and variance and exception relief, as aforesaid, be and is hereby granted, subject to the following conditions:

1. The Applicant shall post sufficient funds with the Township to satisfy any deficiency in the Applicant's escrow account;
2. The former Sandra John building shall be used only as a butchery in accordance with the Applicant's testimony and the conditions set forth herein. Any change in the use of the building shall require further Board approval.

3. The permitted business hours for the butchery shall be between 10:00 am and 7:00 pm, Monday through Saturday, and between 10:00 am and 5:00 pm on Sunday;
4. The Applicant shall not include a seating area and shall not offer food or beverages for consumption at the butchery premises;
5. The Applicant shall not engage in any slaughtering of animals within the butchery premises;
6. The Applicant shall contract for the removal of refuse to take place daily at the butchery;
7. The Applicant shall comply with the NJDEP design requirements and municipal ordinance requirements relating to stormwater management facility design subject to the reasonable satisfaction, review and approval of the Township Engineering Department;
8. The Applicant shall comply with the comments of the Basking Ridge Fire Company and First Aid Squad as set forth in the November 20, 2015 memo from the Township Fire Official (hereto attached), to the satisfaction of the Township Fire Official;
9. The three freestanding identification signs shall be field located, subject to the review and approval of the Township Engineering Department. The setback of each sign from the right-of-way shall be no less than one foot and up to ten feet, the purpose being to maximize the setback while ensuring adequate visibility of the sign;
10. The Applicant shall revise the plans to include details of the proposed freestanding identification signs, consistent with Exhibit A-12. The area of each sign identifying the office building shall not exceed 8 square feet, and the dimensions of the sign monument shall not exceed the dimensions shown on Exhibit A-12. The area of the sign identifying the butchery shall not exceed 6 square feet, and the dimensions of the sign monument shall be proportionately smaller than the office building sign monuments. The Applicant shall construct all three signs utilizing materials similar in color, style, and character to the materials proposed for the office building;
11. The Applicant shall revise the plans to show locations, specifications and graphic details of all proposed sign lighting, which shall consist of floodlights concealed by

attached shields and proposed plantings. All sign lighting shall be turned off by 9:00 p.m.;

12. The Applicant shall revise the plans to comply with the all of the comments set forth in the November 30, 2015 Review Memo of David Schley (hereto attached), unless otherwise excepted, in accordance with the Applicant's stipulation to same, specifically comments 1-10, 12-15, 21-28, 30, 31 and 33;
13. The installed landscaping shall be subject to inspection by the Board's landscaping committee, and the Applicant shall provide additional plantings and/or make other reasonable changes to the landscaping as deemed necessary and appropriate by the landscaping committee to improve screening of the parking areas and the detention basin from the adjoining roadways, and/or to achieve greater compliance with the tree replacement requirement, all in accordance with the Board's Rules and Regulations;
14. The installed exterior lighting shall be subject to inspection by the Board's lighting committee, and the Applicant shall make reasonable changes to the lighting as deemed necessary and appropriate by the lighting committee to minimize undesirable off-site effects due to glare, unnecessary brightness or sky glow, all in accordance with the Board's Rules and Regulations. All exterior lights shall be on timers and turned off by 9:00 p.m., with the exception of designated security lighting, which shall be subject to review and approval by the Board's lighting committee.
15. The Applicant shall make a contribution of \$300 per tree, in lieu of planting 76 trees, to be deposited in the Township Tree Fund, pursuant to Section 21-45.4.b. The contribution of \$22,800 shall be submitted prior to issuance of any permit and prior to any tree removal.
16. Any/all wall-mounted signs on the office building shall not exceed a total area of 24 square feet, which is the maximum total area permitted for a single-tenant building. In the event the office building is occupied by more than one tenant and wall-mounted signage in excess of 24 square feet is desired, the Applicant shall submit signage plans/details for review and approval by the Board prior to issuance of any sign permit;
17. The 14 banked parking spaces shall be constructed within 7 months of a written request by the Township Engineer, or may be constructed earlier at the Applicant's discretion.

18. Existing lots 4, 5 and 6 shall be merged by deed and the new lot shall be known as lot 4.01. The deed effecting the merger shall be subject to review and approval by the Township Engineer and Township Attorney, and shall be recorded with the Somerset County Clerk prior to issuance of any permit.
19. The Applicant shall make a good faith attempt to obtain permission from the New Jersey Department of Transportation to remove the existing 6' high chain link fence from the North Maple Avenue right-of-way;
20. The Applicant shall attend a pre-construction meeting with the Township Engineering Department prior to the start of any construction activity;
21. The Applicant shall submit digital copies of all plans and documents in formats acceptable to the Township Engineering Department;
22. The Applicant shall submit development fees pursuant to §21-86;
23. The aforementioned approval shall be subject to all State, County and Township statutes, ordinances, rules and regulations affecting development in the Township, County and State. The Applicant shall obtain permits and/or approvals from all applicable agencies and/or departments, including but not necessarily limited to the New Jersey Department of Transportation, and the Somerset-Union Soil Conservation District;
24. The aforementioned approval shall be subject to all requirements, conditions, restrictions and limitations set forth in all prior governmental approvals, to the extent same are not inconsistent with the terms and conditions set forth herein;
25. Pursuant to the Board's Rules and Regulations, the following time limitations shall apply to the aforementioned approval, except the time limitations set forth in paragraph b below shall not apply to construction of the banked parking area:
 - a. Revisions to the submitted plans, as required herein, shall be made, and the plans signed by the Board Secretary, within six months of the adoption date of this resolution. In the event that the Applicant fails to make the revisions as required and/or fails to obtain signatures on the plans as required, all within said time period, or extension thereof as granted by the Board, the approval shall expire and become automatically null and void.
 - b. The Applicant shall apply for and obtain a construction permit within two years of the adoption date of this resolution. If during said two year period,

or extension thereof as granted by the Board, the Applicant fails to obtain a construction permit, the approval shall automatically expire and become null and void. The Applicant shall also have one year from the date of issuance of the construction permit to commence construction and obtain a permanent certificate of occupancy. If during said one year period, or extension thereof as granted by the Board, work is not commenced and/or a permanent certificate of occupancy is not obtained, the approval shall automatically expire and become null and void.

ROLL CALL VOTE:

Those in Favor: Moschello, Rhatican, Ross, Vogt, Baldassare, Orr

Those Opposed: Zaidel

The foregoing is a true copy of a Resolution adopted by the Zoning Board of Adjustment of the Township of Bernards at its meeting on January 6, 2016 as copied from the Minutes of said meeting.

Frances Florio

FRANCES FLORIO, Secretary
ZONING BOARD OF ADJUSTMENT
OF THE TOWNSHIP OF BERNARDS,
COUNTY OF SOMERSET,
STATE OF NEW JERSEY

Dated: January 6, 2016

Date: 11/20/2015

To: David Schley, Township Planner

From: Janet Lake, Township Fire Official

Re: 195 Morristown Road, LLC/370 North Maple Avenue, LLC/
374 North Maple Ave. LLC ("The Silverman Group")
Block 801, Lots 4, 5, 6

The Basking Ridge Fire Company has the following concerns:

1. The placement of the hydrants is good; however, using the hydrant on the back side of the facility for pumping may result in loss of water for the hydrant on the front corner. The hydrant on the front corner by the fire department connection is on a dead end line. If this was no longer viable, the fire company would have to close North Maple Avenue in order to connect to the hydrant on the other side of the road. For this reason the fire company is asking that the front hydrant be fed from the fire service main on North Maple Avenue. Our Fire Protection Ordinance requires no less than an 8 inch main on the site.
2. The water line seems to run under the facility, does it?
3. Is the fire department connection for the garage only, or will the entire building be sprinkled?
4. What type of storage will be in the basement?
5. Is it possible to give a better turning radius into the garage? The turn is good for cars but tight for fire apparatus. What is the turning radius? Is there enough clearance inside the garage for the fire engine to turn around? What about overhead clearance, what is it?
6. Basking Ridge Fire Company and Basking Ridge First Aid Squad are one Department. The fact that the elevators will be hydraulic and that they are large enough to fit a stretcher and three people is of concern.

**BERNARDS TOWNSHIP
DEPARTMENT OF ENGINEERING SERVICES
PLANNING/ZONING BOARDS**

TO: Board of Adjustment Members

FROM: David Schley, PP, AICP 
Township Planner

DATE: November 30, 2015

APPLICANT: The Silverman Group
(195 Morristown Road, LLC; 370 North Maple Avenue, LLC; and
374 North Maple Avenue, LLC)

APPLICATION: Preliminary & Final Site Plan and Variances #ZB14-027
Revised Plans – Third Report

LOCATION: Block 801, Lot 4; 195 Morristown Road
Block 801, Lot 5; 370 North Maple Avenue
Block 801, Lot 6; 374 North Maple Avenue

ZONE: E-5 Office

LOT AREA: Lot 4: 1.502 Acres Lot 6: 0.758 Acres
Lot 5: 2.588 Acres Total: 4.848 Acres

WETLANDS: Absence of wetlands has been verified by NJDEP.

PROPOSAL: The applicant proposes to consolidate and redevelop three adjoining lots. An existing 1.5-story, 2,549sf building is to remain for use as a butchery, and a two-story, 23,333sf office building is to be constructed.

CHANGES SINCE PRIOR PROPOSAL: The last complete set of plans submitted by the applicant was reviewed in my memo to the Board dated September 4, 2015. The applicant has not submitted a complete set of revised plans since then, however, the proposal has been revised in accordance with subsequently submitted revised floor plans, revised building elevations, and most recently a revised lighting plan, as well as exhibits and testimony presented during the last two hearings. The revised lighting plan includes an increase in pole height (11' to 20') and a reduction in number of poles (33 to 15), which results in an overall reduction in lighting intensity. Other plan revisions, made by way of submitted exhibits and testimony, address comments from the Board and Board staff.

VARIANCES:

1. §21-10.5.a.1 Permitted uses in the E-5 Zone
(the proposed retail use/butchery is not a permitted use).
 2. §21-10.5.b / Table 402 Minimum lot area
(required: 5 acres; proposed: 4.848 acres).
 3. §21-10.5.b / Table 402 Maximum floor area ratio
(permitted: 10%; proposed: 12.26%).
 4. §21-10.5.b / Table 402 Maximum lot coverage
(permitted: 25%; proposed: 34.03%*).
- * The proposed coverage specified on the submitted plans does not reflect revisions shown in later exhibits and testimony. The current proposed coverage must be confirmed by the applicant.
5. §21-15.2.d / Table 506 Minimum front yard
(required: 175'; proposed for the butchery: 48.3' from North Maple Avenue and 23.7' from Morristown Road; proposed for the office building: 171' from North Maple Avenue, 136.7' from Morristown Road, and 100' from Route 287).
 6. §21-16.3.b Maximum retaining wall height
(permitted: 8'; proposed: 10.61' for the wall on the east side of the underground parking access on the south side of the building).
 7. §21-17.4.a.1 Minimum freestanding sign setback
(required: 20'; proposed: one sign 10' from North Maple Avenue and one sign 0' from Morristown Road).
 8. §21-22.1.b.3(b) Minimum parking setback from a front property line
(required: 150'; proposed: ±46' from North Maple Avenue, ±46' from Morristown Road, and 29.1' from Route 287).

EXCEPTIONS:

1. §21-39.1.b.1 Minimum size of parking spaces within a garage or under a cover (required: 10' x 20'; proposed: 9' x 20' for 6 spaces under the office building).
2. §21-39.1.b.2 Minimum size of parking spaces on an open lot for retail use (required: 10' x 18'; proposed: 9' x 18' for 2 of the 17 spaces at the butchery. These 2 spaces are radial to the curved driveway, such that they are somewhat pie-shaped, being ±12' wide at the front of the space and 9' wide at the rear of the space).

3. §21-39.2.a Minimum number of loading spaces for each building or use (required: 1 for the office building and 1 for the butchery; proposed: none for the office building and 1 for the butchery).
4. §21-39.2.b Minimum size of loading spaces (required: 12' wide x 25' long; proposed: 17' wide x 18' long for the butchery loading space).
5. §21-39.3.a.3(c) Parking areas with more than 25 spaces must have separate entrances and exits (proposed: a single entrance/exit for 32 spaces east of & under the building; and a single entrance/exit for 39 spaces west & south of the building).
6. §21-39.3.a.6 Minimum parking lot open space/landscaping (required: 10%; proposed: <10%)
7. §21-41.2 Maximum height of parking area light poles within 250' of a residential zone (permitted: 12'; proposed: 13 light poles at 20').
8. §21-41.3 Maximum average illumination in vehicular areas (permitted: 0.9 footcandles; proposed: 1.06 footcandles).
9. §21-41.3 Maximum average illumination in sidewalk areas (permitted: 0.9 footcandles; proposed: 1.11 footcandles).
10. §21-45.3.b.2(c) Minimum number of replacement trees (required: 637; proposed: 191, plus a contribution in lieu of 76 trees).

GENERAL COMMENTS

The subject property is comprised of three existing adjoining lots (lots 4, 5 & 6) totaling 4.848 acres with frontage on Morristown Road (Route 202), North Maple Avenue, and Route 287. The buildings previously located on lot 4 (formerly Dr. Schlessinger's medical office) and lot 5 (formerly the Peroni residence) were demolished in late 2014/early 2015. A 1.5-story, 2,549sf building (formerly Sandra John Interiors) remains on lot 6, near the intersection of Morristown Road and North Maple Avenue.

The applicant proposes to renovate the interior of the former Sandra John building for use as a butchery and construct a two-story, 23,333sf office building for use as the applicant's corporate headquarters. Both buildings are to be located on new lot 4.01, which will be created by the proposed merger of the three existing lots.

The existing driveways and parking areas are to be removed, and a total of 117 parking spaces are proposed, including 17 spaces for the butchery and 100 spaces for the office building. The

office parking supply includes 6 spaces under the building and 94 surface spaces, 16 of which are proposed to be “banked” for future construction. In addition to the 117 total parking spaces, one 17’ x 18’ loading space is proposed at the butchery and one space in the southwest corner of the office parking area is reserved for the butchery delivery van. One two-way driveway and one one-way entrance driveway are proposed off Morristown Road, and one two-way driveway is proposed off North Maple Avenue.

The stormwater management design includes a detention basin and a manufactured water quality treatment device (a “Jellyfish” filter), both located between the office building and North Maple Avenue. Both buildings will be connected to the public water and sanitary sewer systems.

Office uses are permitted in the E-5 Zone; however, retail uses are not. The proposed butchery use requires a “d(1)” variance, pursuant to N.J.S.A. 40:55D-70d(1). The proposal also requires a “d(4)” variance, pursuant to N.J.S.A. 40:55D-70d(4), because the proposed floor area ratio (FAR) of 12.26% exceeds the maximum permitted FAR of 10%.

The application site as a whole has not been the subject of any recent site plan approval; however, approvals have been obtained for lots 5 and 6 individually. In 2005, the Planning Board approved a 3,272sf office building on lot 6. In 2008, the Board of Adjustment approved a 7,757sf tree & lawn maintenance facility on lot 5. And in 2011, the Planning Board approved an 8,838sf office building on lot 5. None of those prior approvals resulted in any construction.

SPECIFIC COMMENTS

Plans reviewed: A Preliminary & Final Site Plan set (23 sheets) revised through August 24, 2015; a lighting plan (sheet 8, which supersedes the same sheet in the 23-sheet plan set) revised through November 12, 2015; floor plans & elevations of the office building (sheet A100) revised through October 21, 2015; and a floor plan of the butchery (one 11” x 17” sheet) dated December 2, 2014.

The sheet numbers referenced in the comments below refer to the plans listed above. The comments also take into consideration the applicant’s prior testimony and exhibits, including Exhibit A-8, which is color elevations of the office building revised through October 29, 2015, and Exhibit A-10, which is a color site plan revised through August 24, 2015 and containing later undated revisions.

1. Sheet 1 – Revise the title at the top of the sheet to delete “...and Minor Subdivision”.
2. Sheet 1 – Add the following sheets to the sheet index and attach them to the plan set:
 - A. The floor plans & elevations of the office building (Sheet A100).
 - B. The floor plan (submitted) and elevations (not yet submitted) of the butchery. The elevations must be labeled to identify the existing/proposed exterior building materials and colors (which shall be similar to the office building), and any proposed wall-mounted signage, and must include a note stating final specific color selections shall be submitted

for review and approval by the Township Engineering Department prior to issuance of any permit.

- C. The Fire Service Plan, which must be revised to address the comments of the Basking Ridge Fire Company and First Aid Squad as set forth in the November 20, 2015 memo from the Township Fire Official, to the satisfaction of the Fire Official.
3. Sheet 2 – Add the Proposed Solid Waste & Recycling Plan, which was submitted separately in a January 29, 2015 letter from Bohler Engineering. The description of solid waste handling at the existing building, which refers to a “retail store...with negligible quantities of organic material”, must be revised to specifically address the proposed butchery use.
4. Sheet 2 – Add information regarding the LOI’s (wetlands absence determinations) issued by NJDEP, including dates and file numbers.
5. Sheet 4 – Add a note stating existing lots 4, 5 and 6 shall be merged by deed and the new lot shall be known as lot 4.01.
6. Sheet 4 – Revise the zoning table, parking calculations, and ordinance compliance notes to reflect the current proposal, to be consistent with the variances and exceptions listed above, and to address the following:
 - A. Change the proposed lot width from N/A to >400’.
 - B. Revise the FAR and office parking calculations to reflect the current proposed office floor area of 23,333sf.
 - C. Revise the proposed lot coverage to reflect the current proposal, and add a note confirming the specified coverage includes the future/banked parking lot.
 - D. Check/correct the proposed front parking setback, which appears to conflict with the plan.
 - E. Revise the Landscaping/Buffer Requirements to indicate compliance with the tree canopy removal requirement.
7. Sheet 4 – Revise the detention basin fencing and gates to be 4’ high (which is the maximum height permitted in a front yard pursuant to §21-16.2) and constructed of wood posts and rails with black wire mesh.
8. Sheet 4 – Show a proposed timber guard rail along the north and west sides of the detention basin.
9. Sheet 4 – Show the proposed 10’ wide butchery parking spaces, the butchery loading space, and the butchery delivery van space, including signage and pavement striping, consistent with Exhibit A-10.
10. Sheet 4 – Reduce the banked parking area from 20 to 16 spaces by eliminating the 4 easternmost spaces, and revise the adjacent retaining wall so as not to exceed the maximum permitted wall height of 8’, consistent with the applicant’s prior testimony.

11. Sheet 4 – Freestanding signs for nonresidential uses in the E-5 Zone are permitted in accordance with §21-17.4.a.1, which states:

Freestanding Signs. For each lot, one sign not exceeding 30 square feet in area and 10 feet in height shall be permitted. The sign shall be located not less than 20 feet from all lot lines. If the lot has more than one entrance, additional freestanding signs may be approved by the Board, provided each additional sign does not exceed 24 square feet in area and the legend is limited to the name of the business(es).

The applicant proposes one freestanding sign along North Maple Avenue and one along Morristown Road. Pursuant to the applicant's prior testimony, the North Maple Avenue sign will be set back 10' from the right-of-way line and the Morristown Road sign will be set back 0' from the right-of-way line, requiring variances from the 20' setback requirement. With the proposed 10' and 0' setbacks, the signs will be $\pm 30'$ from the curblines of North Maple Avenue and $\pm 18'$ from the curblines of Morristown Road.

The applicant should provide details of both proposed freestanding signs for the Board's consideration in deciding whether to approve more than one sign, as well as the requested setback variances. In any event, a minimum setback of 1' should be provided for the Morristown Road sign.

12. Sheet 4 – Show a proposed fence for safety purposes along the top of the proposed retaining wall along Route 287, which reaches a height of 8'. This fence should be 4' high wood post/rail with black wire mesh, or black vinyl-coated chain link.
13. Sheets 4-7 – Revise each sheet to clarify the extent of the work to be completed with the initial parking lot construction (i.e. prior to construction of the future/banked parking), including limits of pavement/curbing, grading, drainage structures, and landscaping.
14. Sheet 7 – Add evergreen plantings to screen the easterly end of the butchery parking lot from North Maple Avenue.
15. Sheet 7 – Update the information in the Compliance Chart to reflect the current proposal, and correct the calculation of parking lot open space. It appears that the proposal requires an exception from §21-39.3.a.6, which requires at least 10% of the area within the perimeter of the parking lot to be open space/landscaped.
16. Sheet 7 – Add a note stating the installed landscaping shall be subject to inspection by the Board's landscaping committee, and the applicant shall provide additional plantings and/or make other reasonable changes to the landscaping as deemed necessary and appropriate by the landscaping committee to improve screening of the parking areas and the detention basin from the adjoining roadways, and/or to achieve greater compliance with the tree replacement requirement (in the event the Board grants relief from strict compliance with the tree replacement requirement), all in accordance with the Board's Rules and Regulations.

17. Sheet 8 – Add a note stating the installed exterior lighting shall be subject to inspection by the Board’s lighting committee, and the applicant shall make reasonable changes to the lighting as deemed necessary and appropriate by the lighting committee to minimize undesirable off-site effects due to glare, unnecessary brightness or sky glow, all in accordance with the Board’s Rules and Regulations.
18. Sheet 8 – Show locations, specifications and graphic details of any proposed lighting at the freestanding identification signs, or add a note stating the signs shall not be illuminated (other than as indirectly illuminated by the parking lot lighting).
19. Sheet 8 – Pursuant to the applicant’s prior testimony, add a note stating all exterior lights shall be on timers and turned off by 9:00 p.m., with the exception of designated security lighting. Revise the plan to show the proposed security lighting, which shall be subject to review and approval by the Board’s lighting committee.
20. Sheet 8 – Discuss the need for the number of wall-mounted light fixtures proposed on the exterior of the office building (17 fixtures mounted 16’ high), and the compatibility of the proposed fixture type with the building architecture.
21. Sheet 10 – Add details for all proposed identification signs, retaining walls and trash enclosures. Specify construction materials and colors, if known, or include a note stating materials and colors shall be consistent with the exterior materials and colors of the buildings, subject to review and approval by the Township Engineering Department prior to issuance of any permit.
22. Sheet 10 – Delete the board-on-board fence detail. Add details of the detention basin fencing and gates.
23. Sheet 11 – Add a note stating proper construction of the stormwater management improvements, including the detention basin and the manufactured water quality treatment device, shall be certified by the applicant’s engineer prior to final approval by the Township.
24. Sheet 16 – Show stakes in both tree planting details.
25. Sheet 16 – Revise the light pole detail to specify that all foundations shall extend 2” above grade (not 30”).
26. Steep Slope Plan – Revise the mapping to show slope categories based upon ten foot contour intervals, in accordance with §21-14.2.b, and amend the table to specify the amount of proposed disturbance within each slope category.
27. Tree Identification Plans – Add the following tree removal and protection notes:
 - A. All construction activity shall comply with the tree removal and protection standards of Section 21-45.

- B. If during construction, it is determined by the applicant and the Township Engineer that a tree designated for removal can be preserved, said tree shall be protected in accordance with Township standards. Appropriate credit shall be given toward the tree replacement requirements if the tree is preserved.
- C. If during construction, it is determined by the Township Engineer that a tree designated for preservation cannot be protected in accordance with Township standards, the tree shall be removed and replacement trees shall be required.

28. Tree Identification Plans – In the Tree Removal Calculations, change the number 632 to 637.

29. Tree Identification Plans – The applicant proposes to remove 335 trees, which generates a replacement requirement of 637 trees. As discussed in prior testimony, the applicant is seeking relief from the tree replacement requirement primarily on the basis that the majority of the trees to be removed are invasive species. If invasive species were to be disregarded, the applicant would be removing 158 trees, which would generate a replacement requirement of 267 trees. The applicant proposes to satisfy this 267-tree requirement by planting 191 trees and making a contribution to the Township Tree Fund in lieu of 76 trees. §21-45.4, “Tree Replacement Alternatives”, states:

a. All required replacement trees shall be planted on the site from which the trees were removed. Relief from any portion or all of the on-site tree replacement requirement may be granted by the Board. Any relief shall be based upon practical physical difficulties and undue hardship related to conditions of the site from which the trees are to be removed. The Board shall solicit the comments and recommendations of the Township Engineer in determining whether the relief requested by the applicant should be granted.

b. In lieu of planting replacement trees, the Board may permit the applicant to make a contribution to be deposited in the Township Tree Fund as established by this chapter. The contribution, in lieu of planting trees, shall be \$300 for each tree and shall be deposited in the Township Tree Fund prior to the Township issuing any building permits for the development.

The Board should discuss the requested relief. Any approval should stipulate that the contribution to the Township Tree Fund shall be submitted prior to issuance of any permit and prior to any tree removal.

30. Sheet A100 – Revise the floor plans and elevations consistent with Exhibit A-8 (the color building elevations) and the November 13, 2015 letter from the applicant’s architect.

31. Sheet A100 – Label colors of all exterior building materials, which shall be substantially similar to those colors shown on Exhibit A-8. Add a note stating final specific color selections shall be submitted for review and approval by the Township Engineering Department prior to issuance of any permit.

32. Sheet A100 – Add a note stating any/all wall-mounted signs on the office building shall not exceed a total area of 24sf, which is the maximum total area permitted for a single-tenant building. As previously discussed, in the event the office building is occupied by more than one tenant and wall-mounted signage in excess of 24sf is desired, the applicant shall first submit signage plans/details for review and approval by the Board.
33. Sheet A100 – Revise the wall-mounted light fixtures to be 16' high, as specified on the lighting plan.
34. Misc. – The Land Development Ordinance provides for future/banked parking at §21-22.1.a.1(a), which states that the Board may allow construction of a lesser number of parking spaces, provided that adequate provision is made for construction of the required spaces in the future. The applicant proposes to satisfy the parking requirement of 107 spaces by initially constructing 101 spaces and “banking” 16 spaces for future construction. As previously discussed, a condition of any approval should stipulate that: (1) the banked parking spaces shall be constructed within 7 months if directed by the Township Engineer; and (2) the banked parking spaces may be constructed at the applicant’s discretion at any time.
35. Misc. – As previously discussed, the 2,549sf building shall be used only as a butchery in accordance with all applicable conditions of any approval. Any change in the butchery use shall require further Board approval.
36. Misc. –The deed effecting the merger of lots 4, 5 and 6, creating new lot 4.01, shall be subject to review and approval by the Township Engineer and Township Attorney, and must be recorded with the Somerset County Clerk prior to issuance of any permit.
37. Misc. – The proposal is subject to approval by NJDOT.
38. Misc. – As previously discussed, any approval should be conditioned upon the applicant making a good faith attempt to obtain permission from NJDOT to remove the existing 6' high chain link fence from the North Maple Avenue right-of-way.
39. Misc. – The soil erosion and sediment control plan is subject to approval by the Somerset-Union Soil Conservation District.
40. Misc. – The applicant must attend a pre-construction meeting with the Township Engineering Department prior to the start of any construction activity.
41. Misc. – The applicant must submit digital copies of all plans and documents in formats acceptable to the Township Engineering Department.
42. Misc. – Development fees shall be required pursuant to §21-86.

43. Misc. – Pursuant to the Board’s Rules and Regulations, the following time limitation conditions shall apply to any approval, unless modified by the Board. The applicant should indicate whether any changes are requested to any of the Board’s standard time limitation conditions. If the Board approves the future/banked parking proposal, the Board’s resolution should specify that the time limitations set forth in paragraph B below shall not apply to construction of the future/banked parking area.

A. Revisions to Plans. Revisions to the submitted plans and other documents, as may be required as conditions of approval, shall be made, and the plans signed by the Board Secretary, within six months of the adoption of the Board’s resolution. In the event that the applicant fails to make the revisions as required and/or fails to obtain signatures on the plans as required, all within said time period, or extension thereof as granted by the Board, the approval shall expire and become automatically null and void.

B. Time to Obtain Construction Permits, Commence and Complete Construction, and Obtain Certificates of Occupancy. The applicant shall apply for and obtain a construction permit within two years of the adoption of the Board’s resolution. If during said two year period, or extension thereof as granted by the Board, the applicant fails to obtain a construction permit, the approval shall automatically expire and become null and void. The applicant shall also have one year from the date of issuance of the construction permit to commence construction and obtain a permanent certificate of occupancy. If during said one year period, or extension thereof as granted by the Board, work is not commenced and/or a permanent certificate of occupancy is not obtained, the approval shall automatically expire and become null and void.

- c: Mr. Steven K. Warner, Esq.
Mr. Thomas Timko, PE, CME
Mr. Douglas R. Henshaw, Esq.
Mr. David F. Wisotsky, PE
Mr. Carmine Cerminara, AIA

**ZONING BOARD OF ADJUSTMENT
TOWNSHIP OF BERNARDS**

**195 MORRISTOWN ROAD, LLC
Case No. ZB14-027A**

RESOLUTION

WHEREAS, 195 Morristown Road, LLC (the "Applicant"), has applied to the Zoning Board of Adjustment of the Township of Bernards (the "Board") seeking to modify the following three conditions included in the January 6, 2016 Resolution of Approval in Case No. ZB14-027 (the "2016 Approval"), as set forth below, in connection with the replacement of the previously approved butchery with a specialty food shop (Priscilla's Pantry or the "Pantry"), to be located on property identified as Block 801, Lot 4.01 on the Township Tax Map, more commonly known as 195 Morristown Road (the "Property" or "Site"):

- **Condition 2:** *The former Sandra John building shall be used only as a butchery in accordance with the Applicant's testimony and the conditions set forth herein. Any change in the use of the building shall require further Board approval;*
- **Condition 3:** *The permitted business hours for the butchery shall be between 10:00 am and 7:00 pm, Monday through Saturday, and between 10:00 am and 5:00 pm on Sunday; and*
- **Condition 4:** *The Applicant shall not include a seating area and shall not offer food or beverages for consumption at the butchery premises;
and*

WHEREAS, a public hearing on notice was held on such application on September 5, 2018, at which time interested citizens were afforded an opportunity to appear and be heard; and

WHEREAS, the Board, after carefully considering the evidence presented by the Applicant and members of the public, and the reports from consultants and reviewing agencies, has made the following factual findings and conclusions;

1. The Board reviewed the application which previously had been deemed complete.

2. The Property is a triangular shaped tract, comprised of 4.848 acres, with frontage on Morristown Road (Route 202), North Maple Avenue, and Route 287. The 2016 Approval included a d(1) use variance to permit a butchery because retail uses are not permitted in the E-5 Zone, a d(4) floor area ratio ("FAR") variance (10% FAR permitted; 12.26% FAR approved), and merged Lots 4, 5, and 6 into the current Lot 4.01. As part of the 2016 Approval, the Board granted site plan and variance approvals allowing the development of the Property. Specifically, the 2016 Approval provided for construction of the now existing 23,333 square foot office building and allowed to Applicant to use the pre-existing 2,549 square foot building (formerly Sandra John Interiors or "Sandra John") as a butchery.

3. The buildings previously located on former Lot 4 (formerly Dr. Schlessinger's medical office) and former Lot 5 (formerly the Peroni residence) were demolished in late 2014/early 2015. The 1.5-story, 2,549 square foot Sandra John building remains on former Lot 6 near the intersection of Morristown Road and North Maple Avenue.

4. The Applicant proposes to renovate the interior of the former Sandra John building for use as a second location for a local coffee and café business, Priscilla's Pantry, which currently has a location at 534 Lyons Road in the Liberty Corner section of the Township. However, because retail uses are not permitted in the E-5 Zone, and the butchery required a d(1) use variance, the modification of these 3 significant conditions that directly relate to the butchery use requires the Applicant to re-establish the d(1) use variance negative criteria, together with establishing the standard for modifying conditions of the prior approval.

5. With respect to this application, the Board is in receipt of the following: a compendium of three sheets: architectural plans for the first floor of the proposed Pantry prepared by the Silverman Group; a sheet containing the architectural plans for the butchery and

four photographs of the Sandra John building exterior, dated April 12, 2016; and Sheet 4 of 18 of the Engineering Plans submitted as part of the 2016 application, prepared by D.F. Wisotsky, P.E., of Bohler Engineering, dated November 7, 2014, last revised May 3, 2016.

6. David Schley, P.P., A.I.C.P., the Board Planner, and Thomas Quinn, P.E., C.M.E., the Board Engineer, were duly sworn according to law.

7. Lawrence A. Calli, Esq., of Calli Law, LLC, appeared on behalf of the Applicant. He explained that the Applicant did not plan to make any modifications to the Sandra John building itself. He contended that the Pantry use was very similar to the previously approved butchery use and, as such, would have no more of an impact on the neighborhood than the butchery would have had. Mr. Calli further explained that, because the conditions the Applicant sought to modify directly related to the previously granted d(1) use variance for the butchery, the Applicant had to demonstrate an entitlement to same in accordance with N.J.S.A. 40:55D-70(d)(1).

8. Michael Tobia, P.P., having a business address of 546 Van Beuren Rd, Morristown, New Jersey, was duly sworn according to law, provided his credentials and was accepted by the Board as an expert in the field of professional planning. He introduced into evidence, as Exhibit A-1, a PowerPoint presentation, dated September 5, 2018, same consisting of fifteen (15) slides.

9. Referencing Exhibit A-1, Mr. Tobia explained that the conditions at issue, Conditions 2, 3 and 4, of the 2016 Approval, related to the Board requiring approval for any change in use; the hours of operation; and a prohibition against a seating area and offering food and beverages for consumption on the butchery premises, respectively. Mr. Tobia provided an overview of the progress that had been made since the 2016 Approval and presented photographs

of same.

10. Mr. Tobia testified that the Applicant intended to renovate the Sandra John building for use as Priscilla's Pantry's second location. He explained that the Pantry currently operates in the Liberty Corner section of the Township and that the intent is to have the same offerings for purchase at the proposed Pantry. Mr. Tobia testified that Priscilla's Pantry currently offers tea, coffee, breakfast, sandwiches, quiches, and salads. He further testified that the proposed Pantry would be have a similar layout as the existing Priscilla's Pantry. Mr. Tobia explained that the Pantry is busiest during the morning hours, whereas the butchery was anticipated to be busiest during the evening hours. As to the proposed Pantry, he reminded the Board that the butchery had a separate parking area and that same would be used by the Pantry. Mr. Tobia confirmed that there were no changes to any of the site plan approvals received as part of the 2016 Approval.

11. On questioning by the Board Attorney as to whether Priscilla's Pantry intended to operate at both the existing and the proposed locations, Mr. Tobia explained that the intent was to maintain both locations. As to the interior of the Pantry, he explained that there would be a counter where orders could be taken, a cash register, a message board with the specials written thereon, and "reach in" coolers. Mr. Tobia contended that, like the previously proposed butchery, the Pantry would do a lot of cash and carry sales. He testified that the proposed Pantry, like the butchery, would not deliver and would not have servers or waiters/waitresses.

12. As to the menu at the proposed Pantry, Mr. Tobia explained that both Pantry locations would serve tea, coffee, breakfast, quiche, sandwiches, and salads. He further explained that the proposed Pantry would be open from 6:00 am to 7:00 pm, Monday through Friday, and 8:00 am to 3:00 pm on Saturday and Sunday, and that the Pantry was the busiest in the morning.

Mr. Tobia testified that the hours of the proposed Pantry are consistent with the hours of the butchery (10:00 am to 7:00 pm, Monday through Saturday, and 10:00 am to 5:00 pm on Sunday), but that the Pantry opened and closed earlier. He further testified that the butchery would have had more frequent deliveries than the proposed Pantry and would have had 18 employees whereas the Pantry will only have approximately 10 employees. As such, Mr. Tobia contended that the proposed Pantry would be less intense than the approved butchery use.

13. As to the Pantry's proposed floor plan, Mr. Tobia referenced Slide 13 of Exhibit A-1 and explained that there would be three tables with approximately 12 to 15 seats and a small "quick-eats dine-in table" in the adjacent area that would be ADA compliant and could accommodate customers using a wheelchair. Referencing Slide 14 of Exhibit A-1, an aerial photograph of the surrounding area, Mr. Tobia testified that the Site could be accessed from Morristown Road (Route 202) and North Maple Avenue, and that it was located near the Route 287 entrance and exit ramps. He explained that many of the customers would be "pass by traffic", i.e., people already commuting to, and from, work on Route 287, Route 202, etc.

14. Mr. Tobia opined that the proposed Pantry location was particularly suitable for the proposed use because the location was convenient for those commuting to work and, prior to the approved use as a butchery, the Sandra John building had been used as a retail use for over 30 years without a detrimental impact on the neighborhood. He further opined that the proposed Pantry use would be less intensive than the previously approved butchery use and, therefore, would have even less of a detrimental impact on the neighborhood. The Applicant stipulated, as a condition of approval, to returning to the Board if there is any proposed change in use from the Priscilla's Pantry café use.

15. Priscilla Vincent, having a business address of 534 Lyons Road, Liberty Corner,

New Jersey, was duly sworn according to law. Ms. Vincent testified that she is the Priscilla of Priscilla's Pantry. She explained that she intends to maintain the existing Priscilla's Pantry in addition to the proposed Pantry. On questioning by the Board as to whether there would be more than three tables, Ms. Vincent explained that she did not intend to have more than three tables, but that she did intend to have additional seating, for example, sofas and club chairs. On further questioning, she testified that she does not encourage people to have meetings at the Pantry. She further testified that she did not intend to have live music at the Pantry.

16. On questioning as to the menu, Ms. Vincent explained that, currently, the existing Priscilla's Pantry does limited entrée options and that she might add different options because meals to go are popular, but that she did not want to become a restaurant. Ms. Vincent testified that, depending on the day, 7:30 am to 9:30 am is the morning peak and that the Pantry also gets busy during lunch. She further testified that, during the peak hours, there are approximately 30 customers and that, overall, the existing Priscilla's Pantry has approximately 150 customers per day.

17. Ms. Vincent confirmed that the proposed specialty food shop is a "retail sales" use, like the approved butchery, and not a "restaurant" or "delivery restaurant" and she reviewed the definitions of same as follows:

RESTAURANT Shall mean any establishment, however designated, at which food and/or beverages are sold primarily for consumption on the premises. For the purposes of this chapter, a bar or a tavern shall be considered a restaurant. (See also "delivery restaurant.")

DELIVERY RESTAURANT Shall mean any establishment, however designated, from which food and/or beverages are sold in a form ready for consumption, primarily for consumption off the premises, and for which 75% or more of the number of orders and/or 75% or more of the quantity of goods sold and/or 75% or more of the sales revenues are intended to be by way of deliveries, to be made by a limited number of motor vehicles owned or being used on behalf of the establishment.

RETAIL SALES AND SERVICES Shall mean the sale of goods for use or consumption off the premises, which goods are intended to meet the food, clothing, furnishing or recreational needs within the Township and/or the sale of services, which services are either arranged for or take place on the premises. Such sales and services shall be available to all residents of the Township regardless of age or sex.

18. Ms. Vincent explained that the proposed use would not be a “restaurant” because food and/or beverages were not being sold primarily for consumption on the premises, nor would it be a “delivery restaurant” because she did not intend to make unscheduled deliveries. She confirmed that substantially less than 75% of the sales revenue will be generated by deliveries and, as such, the Pantry would not be a delivery restaurant. Ms. Vincent concluded that the Pantry constituted a “retail sales and services” use. On questioning by the Board as to whether the Pantry would do catering events, Ms. Vincent explained that, approximately one or two times per week, she delivers catering trays for breakfast and lunch to local businesses..

19. On questioning by the Board as to whether there is sufficient parking and whether the spaces are designated as spaces for the Pantry, Mr. Tobia explained that the parking area still has to be paved so no signage had been installed yet. He opined that the existing parking is sufficient and, if it is not, the Silverman Group’s parking lot is only 60% occupied on any given day. On questioning by the Board as to whether there would be overflow parking, Ms. Vincent explained that she had an unwritten agreement with the Property owner that would allow her to use the Silverman Group’s lot for employee parking, if necessary.

20. On questioning as to whether the Applicant was modifying the footprint of the current Sandra John building, Mr. Tobia testified that the Applicant was not. There was discussion regarding the plans and whether the building was accurately represented thereon. The Applicant stipulated, as a condition of approval, to submitting the plans to the Township Engineering Department for review. Ms. Vincent confirmed that the “quick-eats dine-in table”

shown on the plans was ADA compliant, as were the restrooms.

21. The Applicant stipulated, as a condition of approval, to complying with the comments and recommendations set forth in the August 17, 2018 Review Memo prepared by David Schley, P.P., A.I.C.P., the Board Planner, and in the September 4, 2018 Review Letter prepared by Thomas Quinn, P.E., C.M.E., the Board Engineer. The Applicant further stipulated, as a condition of approval, to complying with the signage limitations and to revising the floor plan to include accurate square footage calculations, and to removing the bump out shown on the plans at the rear of the Sandra John building as no such bump out actually exists.

22. The Applicant requested that the Board excise any of the conditions set forth in the 2016 Approval relating to the butchery use (specifically, prior Condition 5 prohibiting the slaughtering of animals and prior Condition 6 requiring daily refuse removal).

23. No member of the public commented on, or objected to, the proposed development application.

BOARD DECISION

24. After reviewing the evidence submitted, the Board, by a vote of 7 to 0, finds that the Applicant has demonstrated an entitlement to the requested modifications of Conditions 2, 3, and 4, and the excision of Conditions 5 and 6, of the 2016 Approval.

25. The Board notes that the Applicant seeks to amend conditions imposed by the Board as part of the 2016 Approval. The specific conditions sought to be amended and the resultant modifications are as follows:

Condition 2. “The former Sandra John building shall be used only as a butchery in accordance with the Applicant’s testimony and the conditions set forth herein. Any change in the use of the building shall require further Board approval.”

- The Applicant proposes to change the use of the former Sandra John building from a butchery to a specialty food shop.

Condition 3. “The permitted business hours for the butchery shall be between 10:00 am and 7:00 pm, Monday through Saturday, and between 10:00 am and 5:00 pm on Sunday.”

- The Applicant requests that the specialty food shop be permitted to operate between 6:00 am and 7:00 pm, Monday through Friday, and between 8:00 am and 3:00 pm on Saturday and Sunday.

Condition 4. “The Applicant shall not include a seating area and shall not offer food or beverages for consumption at the butchery premises.”

- The Applicant seeks approval for customer seating as shown on the submitted floor plan, which shows a dining area with twelve seats at three tables in one room, and a quick-eats dine-in table in another room.

26. The Board recognizes that our courts have held that modification of a condition imposed by a land use board should generally be heard by the board that imposed the condition. Amato v. Randolph Planning Board, 188 N.J. Super. 439, 447 (App. Div. 1982); Park Center v. Woodbridge Zoning Board of Adj., 365 N.J. Super. 284, 291 (App. Div. 2004). As such, this is the appropriate land use board to grant the requested relief.

27. The Board also recognizes that our courts have held that a land use board has the power to modify and/or eliminate prior approval conditions upon a “proper showing of changed circumstances”, or upon “other good cause” warranting modification and/or amendment, or if “enforcement of the restrictions would frustrate an appropriate purpose.” Cohen v. Fair Lawn, 85 N.J. Super. 234, 237 (App. Div. 1964); Allied Realty v. Upper Saddle River, 221 N.J. Super. 407, 414 (App. Div. 1987), certif. denied 110 N.J. 304 (1988); Sherman v. Harvey Cedars Board of Adjustment, 242 N.J. Super. 421, 429 (App. Div. 1990).

28. As to the “changed circumstances” criteria, the Board notes that our courts have held that a board should consider whether there have been changes in the neighborhood and, if so, the effect of those changes in terms of the condition under consideration. Russell v. Tenafly

Board of Adj., 31 N.J. 58, 66 (1959). Here, the Board finds that the Applicant has demonstrated a change in circumstances because the previously approved butchery is no longer interested in being a tenant at the Property and has removed itself as a prospective tenant.

29. As to the “good cause” grounds, the Board notes that our courts have held that a board should consider what its intent was in imposing the condition in the first instance and whether the proposal to modify or eliminate the condition is consistent with, or contrary to, that intent. Sherman, 242 N.J. Super. at 430. In this regard, our courts have held that a board is not limited to the four corners of the resolution to determine intent and can consider Board minutes of the underlying hearing, transcripts if available, and/or expert reports filed with the application. The object is to determine how significant the condition was, meaning whether the underlying approval would not have been granted without the imposition of the condition, or whether the condition was imposed for general welfare purposes only, meaning to advance the general welfare but not critical for the survival of the underlying approval. Id. Here, the three conditions the Applicant seeks to amend relate to the continuing jurisdiction of the Board over any change in use of the Sandra John building; the butchery’s hours of operation; and the prohibition of a seating area and offering of food or beverages for consumption on at the butchery premises. The Applicant also requests that Conditions 5 and 6, relating to the slaughtering of animals on the butchery premises and the removal of refuse taking place daily, be excised. The intent of the conditions set forth in the 2016 Approval was to mitigate any potential detrimental impacts relating to the butchery use. Here, the Board finds that the proposed modifications to the conditions are relatively modest and not inconsistent with the Board’s intent in originally imposing them. As to Conditions 5 and 6, Condition 5 is no longer required since it related only to the former butchery use. Condition 6 was intended to ensure that there would be no

malodorous conditions relating to the butchery, and the Board concurs with the Applicant's testimony that twice weekly waste removal would be sufficient for the new use. Thus, while it is an alternate basis for modification, the Board finds that the Applicant has also demonstrated "good cause" for amending and excising the subject conditions.

30. As to the "frustration of an appropriate purpose" grounds, the Board notes that the Allied Court instructed that a board should consider whether the proposed modification or proposed use of the property is appropriate and, if so, whether the restrictive condition frustrates that appropriate purpose without modification or amendment. Here, the Board finds that the conditions at issue will frustrate the proposed use of the Sandra John building as a café. In this regard, if Priscilla's Pantry is limited to the hours previously approved by the Board in Condition 3, the Pantry would be unable to serve those desiring a "grab and go" breakfast on the way to work, because the butchery did not open until 10:00 am on weekdays, whereas the Pantry is proposed to open at 6:00 am on weekdays. As to Condition 4, prohibiting the butchery from having a modest seating area and offering limited food and beverage for consumption on site, would frustrate the Pantry's intent to provide a relatively modest area for quick consumption on site. As to the excision of Condition 6, which requires the removal of refuse daily, the Board finds that such condition is not necessary because, unlike the butchery, the Pantry will not be disposing of raw meat or trimmings. As such, the Board finds the Applicant also has demonstrated this alternative basis for amending the subject conditions and excising Condition 6 of the 2016 Approval.

31. The Board recognizes that where a condition to be modified is related to a variance, as is the case here, the applicant also must meet the burden of proof associated with said variance. Specifically, if an applicant wishes to modify or eliminate a condition attached to

the grant of a variance (as distinguished from a condition attached purely to a site plan or subdivision approval), a further variance is required. Sherman, 242 N.J. Super. at 249 (holding that an applicant seeking relief from a condition of a variance must sustain the burden of proof in terms of a variance from that condition using the conventional statutory criteria and case law applicable to the variance at issue). See also, Aldrich v. Schwartz, 258 N.J. Super. 300, 312 (App. Div. 1992) ("In entertaining an application to strike a variance condition, a board of adjustment should consider all of the criteria ordinarily relevant to a variance application"). Moreover, even if the modification is otherwise warranted, it cannot be granted unless the negative criteria is satisfied pursuant to the last unlettered paragraph of N.J.S.A. 40:55D-70 (variance related relief cannot be granted unless it can be done without substantial detriment to the public good and without substantial impairment of the intent and purpose of the master plan and zoning ordinance). See, Cohen, 85 N.J. Super. at 238 (upholding the elimination of a condition attached to a use variance where it would have no adverse impact on public health and safety).

32. Here, the Applicant is requesting the amendment of conditions directly relating to a use that required use variance relief pursuant to N.J.S.A. 40:55D-70(d)(1). The Board granted the d(1) use variance for the butchery in the prior application, having found, as to the positive criteria for such relief, that the Applicant had demonstrated that the proposal served the general welfare, since the Site was particularly suitable for use as a retail butchery. In this regard, the Board found that the butchery would be easily accessible to the public via Morristown Road and North Maple Avenue, would allow for safe ingress/egress to, and from, the Site, and safe traffic circulation thereon, would enhance the neighborhood aesthetically since parking in the front-yard has been eliminated and landscape buffering is proposed, and would increase the diversity of

goods and services available to the community. Additionally, the Board recognized that while the Site had been the subject of multiple development applications, none of the approvals have resulted in construction. Lastly, the Board considered that the proposed location has been used as a retail use (Sandra John) without detriment for years and, in fact, the proposed butchery made the Site more accessible, and more attractive, than what currently exists.

33. Here, the Board finds that the Applicant has demonstrated that the proposed use as Priscilla's Panty is sufficiently similar to that of the approved butchery as both constitute "retail sales and services" establishments and it will not have a greater impact than the butchery from a zoning and planning perspective. Moreover, for the reasons set forth above, the Board finds that the Site remains particularly suited for a similar retail sales and services use, such as a café like Priscilla's Pantry.

34. The Board, in the 2016 Approval, also found that the butchery would not have a substantial detrimental impact on the public good, nor would it substantially impair the master plan and/or zoning ordinance. As to the negative criteria for the previously approved butchery, the Board recognized that in d(1) use variance cases the Applicant must demonstrate the negative criteria with "an enhanced quality of proof." Specifically, in Medici v. BPR Co., 107 N.J. 1, 21-22 (1987), the Supreme Court required that an applicant must show:

in addition to proof of special reasons, an enhanced quality of proof and clear and specific findings by the board of adjustment that the variance sought is not inconsistent with the intent and purpose of the master plan and zoning ordinance. The applicant's proofs and the board's findings must reconcile the proposed use variance with the zoning ordinance's omission of the use from those permitted in the zoning district

35. When it approved the butchery use in the prior application, the Board found that the Applicant had satisfied its burden of proving the negative criteria in that the requested relief could be granted without substantial detriment to the public good and without substantial

impairment of the intent and purpose of the Master Plan and the applicable provisions of the Land Development Ordinance. As to the enhanced quality of proof, the Board recognized that the Sandra John building had been used for retail purposes, notwithstanding that such use is not permitted in the E-5 Office Zone, and that no substantial detriment or substantial impairment has been observed.

36. Here, the Board finds that the Applicant has demonstrated that the proposed Priscilla's Pantry will not result in substantial detriment to the character of the neighborhood because it will not generate any additional traffic beyond that of the butchery and the parking is sufficient. Moreover, the Board concurs with the testimony of the Applicant's planner that the majority of the traffic generated will be pass-by traffic, because many of the Pantry's customers are drivers that are already traveling to, and from, Route 287, Route 202, etc. The Board also considers the lack of any public opposition to the application. Moreover, the café use, like the butchery use, is a retail sales and services use that would not substantially impair the intent and purpose of the master plan or Land Development Ordinance if located at the Site. As such, the Board finds that the Applicant has satisfied the negative criteria for d(1) use variance relief under the enhanced Medici quality of proof standard.

WHEREAS, the Board took action on this application at its meeting on September 5, 2018, and this Resolution constitutes a Resolution of Memorialization of the action taken in accordance with N.J.S.A. 40:55D-10(g);

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Bernards, on the 5th day of September, 2018 that the application of 195 Morristown Road, LLC, to modify Conditions 2, 3 and 4 and excise Conditions 5 and 6 of the 2016 Approval, as aforesaid, be and is hereby granted, subject to the following conditions:

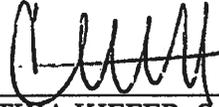
1. The Applicant shall post sufficient funds with the Township to satisfy any deficiency in the Applicant's escrow account;
2. The former Sandra John building shall be occupied and operated by Priscilla's Pantry in accordance with the Applicant's testimony and the conditions set forth herein. Any change in the use of the building shall require further Board approval.
3. The permitted business hours for Priscilla's Pantry shall be between 6:00 am and 7:00 pm, Monday through Friday, and between 8:00 am and 3:00 pm on Saturday and Sunday;
4. The Applicant shall not have more than 12 seats for on site consumption of food and/or beverage, not including any seating associated with the ADA compliant "quick-eats dine-in" table;
5. The Applicant shall not provide table or delivery services to its customers, with the exception of the delivery of catering trays to local customers;
6. The Applicant shall comply with the signage allowances of the 2016 Approval, as set forth on the approved site plans and in Condition 10 of the 2016 Approval;
7. The Applicant shall ensure that any delivery van/vehicle associated with Priscilla's Pantry and parked/stored on the Site shall utilize the parking space in the southwest corner of the office parking area, which pursuant to the 2016 Approval was to be reserved for the butchery delivery van;
8. The Applicant shall revise the proposed floor plan to include the accurate square footage and to remove the bump out to the rear of the Sandra John building from the plans as said appendage does not exist and the Applicant does not propose any such modification to the plans; and
9. The aforementioned approval shall be subject to all requirements, conditions, restrictions and limitations set forth in all prior governmental approvals, particularly the 2016 Approval, to the extent same are not inconsistent with the terms and conditions set forth herein.

ROLL CALL VOTE:

Those in Favor: Breslin, Genirs, Kleinert, Mastrangelo, Pozner, Tancredi, Zaidel

Those Opposed: NONE

The foregoing is a true copy of a Resolution adopted by the Zoning Board of Adjustment of the Township of Bernards at its meeting on October 3, 2018.



CYNTHIA KIEFER, Secretary
ZONING BOARD OF ADJUSTMENT
OF THE TOWNSHIP OF BERNARDS,
COUNTY OF SOMERSET,
STATE OF NEW JERSEY

Dated: October 3, 2018





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(908) 647-5320

OPEN



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LIMIT
35

OPEN

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priscillaspantry.com
(908) 647-5320





195

Spartan
Spartan
Spartan



195

ups



PRELIMINARY & FINAL SITE PLAN

PRISCILLA'S PANTRY

BLOCK 801: LOT 4.01

TAX MAP SHEET 8

TOWNSHIP OF BERNARDS, SOMERSET COUNTY, NEW JERSEY



U.S.G.S. MAP
SCALE: 1" = 2,000'

PROPERTY OWNERS WITHIN 200 FEET

(AS CERTIFIED BY THE TOWNSHIP OF BERNARDS TAX ASSESSOR 6/28/22)

Block	Lot	Owner
501	10	ROGERS, PAUL & BARBARA PO BOX 527 CHESTER, NJ 07930
501	11	ADAMO, THOMAS & VIVIAN M TRUSTEES 134 MORRISTOWN RD BASKING RIDGE, NJ 07920
501	12	MUNOZ, HECTOR F 188 MORRISTOWN RD BASKING RIDGE, NJ 07920
501	13	JANANI, SAMIR & SWEETY 182 MORRISTOWN RD BASKING RIDGE, NJ 07920
502	5	O'DONNELL REALTY LLC 287 CHILDS RD BASKING RIDGE, NJ 07920
801	3	S/K BR ASSOCIATES LLC PO BOX 6872/JAMM REALTY BRIDGEWATER, NJ 08807
802	1	HIGHLAND FARMS PARTNERS 225 ROUTE 202 BASKING RIDGE, NJ 07920

UTILITIES

ALGONQUIN GAS TRANSMISSION CO
1 LINDBERGH RD
STONY POINT, NY 10980
(908) 757-1212

JCP & L/CPU
SERVICE TAX DEPT
PO BOX 1911
MORRISTOWN, NJ 07962-1911

PUBLIC SERVICE ELECTRIC & GAS
MANAGER - CORPORATE PROPERTIES
80 PARK PLAZA, T6B
NEWARK, NJ 07102

VERIZON COMMUNICATIONS
ENGINEERING
290 W MT PLEASANT AVE, STE 1400
LIVINGSTON, NJ 07039-2763

CABLEVISION OF RARITAN VALLEY
275 CENTENNIAL AVE, CN6805
PISCATAWAY, NJ 08855
ATTN: MARGURITE PRENDERVILLE
CONSTRUCTION DEPT

NEW JERSEY DEPT OF TRANSPORTATION
1035 PARKWAY AVE., CN600
TRENTON, NJ 08625
ATTN: COMMISSIONER OF TRANSPORTATION

GENERAL NOTES/REFERENCES

- EXISTING BOUNDARY, ON-SITE IMPROVEMENTS, UTILITIES & PHYSICAL FEATURES ACQUIRED FROM A PRELIMINARY & FINAL SITE PLAN PREPARED BY BOHLER ENGINEERING DATED 11/7/14, LAST REVISED 5/3/16.
- EXISTING OFF-SITE IMPROVEMENTS, TOPOGRAPHY, & PHYSICAL FEATURES SHOWN ON THIS SHEET ACQUIRED FROM BERNARDS TOWNSHIP TOPOGRAPHIC MAPS.
- ADJACENT LOT LINES ACQUIRED FROM GIS INFORMATION.



PAGE-MUELLER ENGINEERING CONSULTANTS, PC

POST OFFICE BOX 4619
WARREN, NEW JERSEY 07059
(732) 805 - 3979 * FAX (732) 805 - 3978
SEPTEMBER 15, 2022

LIST OF DRAWINGS

- COVER SHEET
- SITE IMPROVEMENT PLAN

OWNER

195 MORRISTOWN ROAD, LLC
195 MORRISTOWN ROAD
BASKING RIDGE, NJ 07920
PH: 973-765-0100

APPLICANT

PRISCILLA'S PANTRY, LLC
199 MORRISTOWN RD
BASKING RIDGE, NJ 07920
PH: 908-647-5320

ATTORNEY

FREDERICK B. ZELLEY, ESQ.
53 DIVISION AVENUE - FIRST FLOOR
P.O. BOX 324
MILLINGTON, NJ 07946
PH: 973-397-0254

KEY MAP

SCALE: 1" = 600'

Plan (or plat) of BLOCK 801: LOT 4.01
Lot 4.01 Section _____ Map _____ Zone E-5
Date SEPTEMBER 15, 2022 Scale AS NOTED
Applicant PRISCILLA'S PANTRY, LLC

I consent to the filing of this Development Plan with the Board of Adjustment of the Township of Bernards.

Priscilla Vincent (Member) _____ Date _____

I hereby certify that I have prepared this Development Plan and that all dimensions and information are correct, to the best of my knowledge and belief.

Catherine A. Mueller 9/15/22
Catherine A. Mueller, N.J.P.E. Lic. No. GE44252 Date

I have reviewed this Development Plan and certify that it meets all codes and ordinances under my jurisdiction.

Thomas Timko, N.J.P.E. Lic. No. 24GE46449 Date (Township Engineer)

TO BE SIGNED BEFORE THE ISSUANCE OF A CONSTRUCTION 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):

Thomas Timko, N.J.P.E. Lic. No. 24GE46449 Date (Township Engineer)

(If bond posted):

Rhonda Pisano (Township Clerk) _____ Date _____

Approved by the Board of Adjustment.
Preliminary Final (Circle one) _____

Jeanmarie Genris (Chairwoman) _____ Date _____

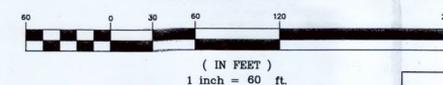
Cyndi Kiefer (Secretary) _____ Date _____

LIST OF REQUIRED GOVERNMENTAL APPROVALS

(BEFORE THE COMMENCEMENT OF ANY CONSTRUCTION)

BERNARDS TOWNSHIP BOARD OF ADJUSTMENT
SOMERSET COUNTY PLANNING BOARD

GRAPHIC SCALE



PRELIMINARY & FINAL SITE PLAN FOR BLOCK 801: LOT 4.01
TOWNSHIP OF BERNARDS, SOMERSET COUNTY, NEW JERSEY

drawing no.
1 OF 2

ZONING INFORMATION:

E-5 OFFICE		REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA		5 ACRES	4.848 ACRES (V)	4.848 ACRES (V)
MIN. LOT WIDTH		400'	430' (NORTH MAPLE AVENUE) 569' (MORRISTOWN ROAD)	430' (NORTH MAPLE AVENUE) 569' (MORRISTOWN ROAD)
MIN. LOT FRONTAGE		100'	526' (NORTH MAPLE AVENUE) 767' (MORRISTOWN ROAD)	526' (NORTH MAPLE AVENUE) 767' (MORRISTOWN ROAD)
PRINCIPAL	MIN. FRONT YARD	175'	23.7' (MORRISTOWN ROAD) (V) 48.3' (NORTH MAPLE AVENUE) (V)	23.7' (MORRISTOWN ROAD) (V) 48.3' (NORTH MAPLE AVENUE) (V)
	MIN. SIDE YARD	75'	N/A	N/A
	MIN. REAR YARD	100'	N/A	N/A
ACC.	MAX. BUILDING HEIGHT	35'	35'	35'
	MIN. SIDE YARD	75'	N/A	N/A
	MIN. REAR YARD	100'	N/A	N/A
	MIN. BUILDING SEPARATION	50'	<50' (P)	3.1' (V)
	MAX. BUILDING HEIGHT	20'	<20'	11'
	MAX. F.A.R.	10%	12.26% (V)	12.44% (V)(2)
	MAX. LOT COVERAGE	25%	34.03% (V)	34.23% (V)
MAX. NUMBER OF FREESTANDING SIGNS	1	3 (V)	3 (V)	
MIN. FREESTANDING SIGN SETBACK	20'	0' (IN R.O.W.) (P)	1' FROM NORTH MAPLE AVENUE (V)(4)	

LOT COVERAGE SUMMARY

EX. WALK TO BE REMOVED	-8 SF
PROP. COLD STORAGE UNIT	+379 SF
PROP. WALK	+50 SF
TOTAL	+421 SF NET INCREASE

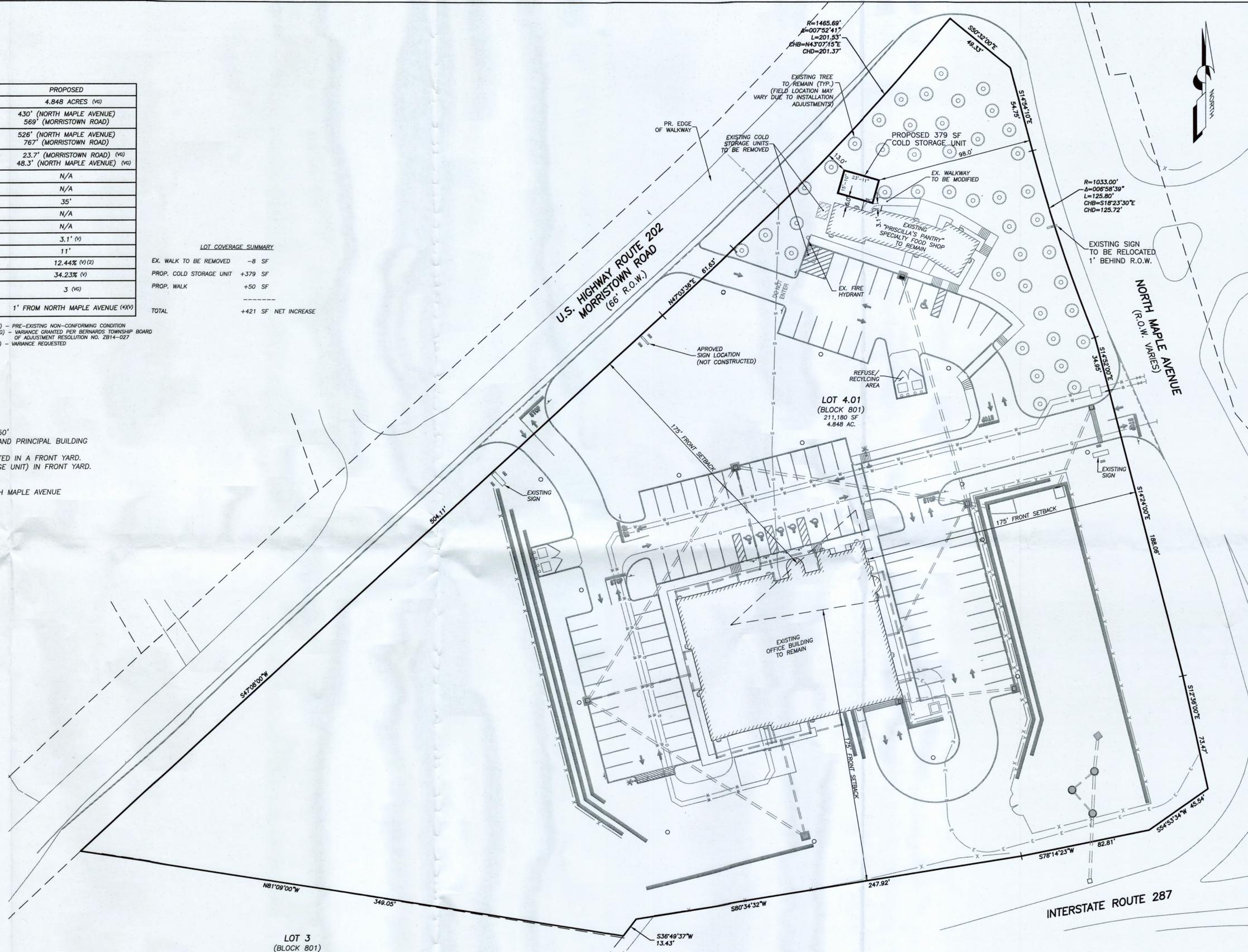
- (1) - PRINCIPAL BUILDING INFORMATION PROVIDED FOR PRISCILLA'S PANTRY ONLY.
 ACCESSORY BUILDING INFORMATION PROVIDED FOR EXISTING & PROPOSED COLD STORAGE UNITS ONLY.
 (2) - PROPOSED INCREASE IN F.A.R. = 379 SF (AREA OF PROPOSED COLD STORAGE UNIT)
 (3) - INFORMATION PROVIDED FOR PRISCILLA'S PANTRY SIGN ONLY.
 (4) - VARIANCE PREVIOUSLY GRANTED FOR 1' SETBACK FROM MORRISTOWN ROAD.
 (P) - PRE-EXISTING NON-CONFORMING CONDITION
 (V) - VARIANCE GRANTED PER BERNARDS TOWNSHIP BOARD OF ADJUSTMENT RESOLUTION NO. 2814-027
 (V) - VARIANCE REQUESTED

VARIANCES/WAIVERS REQUESTED

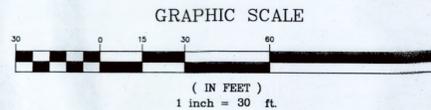
- SEC. 21 ATTACHMENT 12 REQUIRED: MAXIMUM FLOOR AREA RATIO = 10.0%
 PROPOSED: FLOOR AREA RATIO = 12.44%
- SEC. 21 ATTACHMENT 12 REQUIRED: MAXIMUM LOT COVERAGE = 25%
 PROPOSED: LOT COVERAGE = 34.23%
- SEC. 21 ATTACHMENT 13 REQUIRED: MINIMUM DISTANCE BETWEEN TWO BUILDINGS = 50'
 PROPOSED: 3.1' BETWEEN PROPOSED COLD STORAGE UNIT AND PRINCIPAL BUILDING
- SEC. 21-16.1.b REQUIRED: ACCESSORY BUILDINGS/STRUCTURES NOT PERMITTED IN A FRONT YARD.
 PROPOSED: ACCESSORY BUILDING/STRUCTURE (COLD STORAGE UNIT) IN FRONT YARD.
- SEC. 21-17.4.a.1 REQUIRED: MINIMUM FREESTANDING SIGN SETBACK = 20'
 PROPOSED: FREESTANDING SIGN SETBACK = 1' FROM NORTH MAPLE AVENUE



EXISTING SIGN TO BE RELOCATED
N.T.S.



- NOTES:**
- NO WETLANDS EXIST WITHIN THE PROJECT AREA.
 - NO STEEP SLOPES EXIST WITHIN THE PROJECT AREA.
 - NO TREE REMOVAL PROPOSED WITHIN THE PROJECT AREA.
 - THE INFORMATION CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. ALL EXISTING UNDERGROUND UTILITIES ARE TO BE FIELD VERIFIED BEFORE THE COMMENCEMENT OF ANY CONSTRUCTION. THE CONTRACTOR SHALL COMPLY WITH THE NEW JERSEY ONE-CALL REGULATIONS BY CALLING 1-800-272-1000 AND PROVIDE THE MUNICIPALITY WITH THE CONFIRMATION NUMBER PROVIDED PRIOR TO COMMENCING EXCAVATION WORK.



PM EC PAGE-MUELLER ENGINEERING CONSULTANTS, PC
 POST OFFICE BOX 4619
 WARREN, NEW JERSEY 07059
 (732) 805 - 3979 • FAX (732) 805 - 3978

Catherine A. Mueller
CATHERINE A. MUELLER, P.E.
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. GE44252

project name **PRELIMINARY & FINAL SITE PLAN FOR PRISCILLA'S PANTRY**
 BLOCK 801 - LOT 4.01
 (TAX MAP SHEET B)
 TOWNSHIP OF BERNARDS
 SOMERSET COUNTY, NEW JERSEY

drawing name **SITE IMPROVEMENT PLAN** drawing no. **2 OF 2**

drawn by **TBB** checked by **CAM** date **9/15/22** scale **1" = 30'** project no. **2294-000**

LEGEND	
+	Spot Elevation
⊕	Manhole
⊕	Inlet
⊕	Light Pole
—	Concrete Curb
—	Walls
—	Fence
—	Guard Rail
—	Edge of Pavement
⊕	Light Fixture Post
⊕	Wall Mounted Light Fixture
⊕	Sign
⊕	Hydrant
—	Concrete Walk
—	Underground Electric Connection
—	Secondary Sewer Connection
—	Gas Connection
—	Water Connection

U.S. ROUTE 202
(A.K.A. MORRISTOWN ROAD)
(P.K.A. N.J.S.H. ROUTE 32)
(66' WIDE R.O.W.)

NORTH MAPLE AVENUE
(VARIABLE WIDTH R.O.W.)
(POSTED SPEED LIMIT: 35 M.P.H.)
(UNBIDIRECTIONAL N.L.D.O.T.)

INTERSTATE ROUTE 287
(VARIABLE WIDTH R.O.W.)

BLOCK 801
LOT 3
NE LANDS OF
S/K DR ASSOCIATES, L.L.C.
D.B. 2147, PG. 287



- NOTES 4.01
1. PG BEING LOT 6 IN BLOCK 801, AS SHOWN ON TOWNSHIP OF BERNARDS TAX MAPS.
 2. LOT AREA = 211,173 SF. OR 4.848 AC.
 3. ELEVATION DATUM SHOWN HEREON IS BASED UPON NAVD 1988 SURVEY DATUM.
 4. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAN, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE ON THE DATE OF FIELD SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS SUCH THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 5. A WRITTEN WAIVER AND DIRECTION NOT TO SET CORNER MARKERS HAS BEEN OBTAINED FROM THE ULTIMATE USER PURSUANT TO P.L. 2003, c. 14 (N.J.S.A. 45:9-36.3) AND N.J.A.C. 13:45-5.16(i).
 6. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THIS SURVEY. IT IS NOT TRANSFERABLE TO OTHER INSTITUTIONS OR SUBSEQUENT OWNERS.

This Survey is Certified To:
THE SILVERMAN GROUP

AS-BUILT
SURVEY

370 NORTH MAPLE AVENUE
TAX LOT #, BLOCK 801
4.01

TOWNSHIP OF BERNARDS
SOMERSET COUNTY, NJ



**CASEY &
KELLER
INCORPORATED**

N.J. State Board of Professional Engineers & Land Surveyors
Certificate of Authorization # 24627985400

LICENSED PROFESSIONAL
CIVIL ENGINEERS
LAND SURVEYORS
PLANNERS

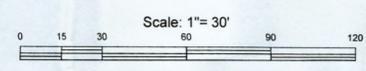
258 Main Street, PO Box 191
Millburn, New Jersey 07041
973-379-3280 Fax: 973-379-7993

MICHAEL T. LANZAFAMA

Michael Lanzafama DATE 05/01/18
New Jersey Professional Engineer No. 30094
New Jersey Professional Land Surveyor No. 02003

Car Parking Provided

Surface	88 Standard Parking Spaces
	6 Handicap Parking Spaces
Garage	6 Cars
	100 Total Parking Spaces Provided



REVISIONS		
REFERENCE	MTL CHK. BY	CFA DRAWN BY
MAP NO.	CAD	DWG. NO.
1160709	FIELD BOOK	1
JOB NO.	1" = 30'	SCALE

L:\2018\1160709\1160709.DWG (PLOT) 05/01/18 10:00 AM 1160709.DWG (PLOT) 05/01/18 10:00 AM 1160709.DWG (PLOT) 05/01/18 10:00 AM 1160709.DWG (PLOT) 05/01/18 10:00 AM

**TOWNSHIP OF BERNARDS
ZONING BOARD OF ADJUSTMENT
APPLICATION STATUS FORM**

Application No: ZB22:029 Block: 7601 Lot: 29 Zone: R-4

Applicant: DEVANEY, JAMES E. / MISTRY-DEVANEY, KALPANA

Address of Property: 476 LYONS ROAD

Description: FRONT YARD SETBACK VARIANCE FOR ONE-STORY ADDITION

APPLICATION CHECKLIST

- | | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | Original + 16 copies of Application | <input checked="" type="checkbox"/> | Engineering Plan/Plot Plan |
| <input checked="" type="checkbox"/> | W-9 | <input checked="" type="checkbox"/> | Architectural Plans |
| <input checked="" type="checkbox"/> | Site Visit Consent (A) | <input type="checkbox"/> | Survey |
| <input type="checkbox"/> | Ownership Form (B) | <input checked="" type="checkbox"/> | Photographs |
| <input checked="" type="checkbox"/> | 200' Property Search List (C) | <input type="checkbox"/> | Wetlands Report/LOI |
| <input checked="" type="checkbox"/> | Tax Certification (D) | <input checked="" type="checkbox"/> | Application Fee |
| <input checked="" type="checkbox"/> | Notice to be Served/Published (E) | <input checked="" type="checkbox"/> | Escrow Deposit |
| <input checked="" type="checkbox"/> | Dimensional Statistics Form (F) | <input checked="" type="checkbox"/> | Imaging Fee |
| <input type="checkbox"/> | Contributions Disclosure Form (G) | <input type="checkbox"/> | Tax Map Revision Fee |
| | | <input checked="" type="checkbox"/> | Checklist |

SCHEDULING

10.4.22 Original Submission Date
11.10.22 Completeness Deadline (45 days)
 _____ Incomplete Date
 _____ Resubmission Date
 _____ Date Complete
3.10.23 Time to Act (45/95/120 days)

HEARING

_____ Notice to Property Owners
 _____ Date of Publication
 _____ Completeness Hearing
12.7.22 Public Hearing
 _____ Carried to Date
 _____ Decision - Approved/Denied
 _____ Resolution Memorialized
 _____ Resolution Published

DISTRIBUTION

10.4.22 Environmental Comm
 _____ Fire Official
 _____ LCFAS
 _____ Police

NOTES

**TOWNSHIP OF BERNARDS
2022 ZONING BOARD OF ADJUSTMENT APPLICATION**

- | | |
|--|--|
| <input checked="" type="checkbox"/> Bulk or Dimensional ("c") Variance | <input type="checkbox"/> Appeal of Zoning Officer's Decision |
| <input type="checkbox"/> Use ("d") Variance | <input type="checkbox"/> Interpretation of Zoning Ordinance |
| <input type="checkbox"/> Conditional Use ("d") Variance | <input type="checkbox"/> Minor Subdivision |
| <input type="checkbox"/> Floor Area Ratio, Density, or Height ("d") Variance | <input type="checkbox"/> Major Subdivision - Preliminary / Final |
| <input type="checkbox"/> Site Plan - Preliminary / Final | <input type="checkbox"/> Other (specify): _____ |

1. APPLICANT: MR. DEVANEY & Ms. MISTRY
 Address: 476 Lyons Rd Basking Ridge, NJ 07920
 Phone: (home) 908 208 0602 (work) 973 713 3599 (mobile) _____
 Email (will be used for official notifications): Kalpanadmistry@yahoo.com

2. OWNER (if different from applicant): SAME
 Address: _____
 Phone: _____ Email (will be used for official notifications): _____

3. ATTORNEY: —
 Address: _____
 Phone: _____ Email (will be used for official notifications): _____

4. OTHER PROFESSIONALS (Engineer, Architect, etc. Attach additional sheet if necessary):
 Name: DANIEL ENGIN - MENDHAM DESIGN Profession: ARCHITECT
 Address: PO BOX 127 MENDHAM, NJ 07945
 Phone: 973.886.5727 Email (will be used for official notifications): dan.engin@mendhamdesign.co

5. PROPERTY INFORMATION: Block(s): 7601 Lot(s): 29 Zone: R-4
 Street Address: 476 LYONS RD. Total Area (square feet/acres): 0.712 ACRE
31,014 SF

6. ARE THERE ANY PENDING OR PRIOR PLANNING BOARD OR BOARD OF ADJUSTMENT APPLICATIONS INVOLVING THE PROPERTY? No Yes (if yes, explain or attach Board resolution) _____

7. ARE THERE CURRENTLY ANY VIOLATIONS OF THE ZONING ORDINANCE INVOLVING THE PROPERTY? No Yes (if yes, explain) EXISTING NON-COMFORTING LOT WIDTH AND REQUIRED FRONT YARD

8. ARE THERE ANY DEED RESTRICTIONS OR EASEMENTS AFFECTING THE PROPERTY?
 02/06/19 Bernards Township Zoning Board of Adjustment Page 1 of 2

No [] Yes (if yes, explain) _____

9. DESCRIPTION OF THE EXISTING PROPERTY AND THE PROPOSAL/REQUEST:

EXISTING SINGLE FAMILY HOME CONSTRUCTED IN 1940. PROPOSED ONE-STORY ADDITION TO ADD A MUDROOM AND COVERED ENTRY.

10. DESCRIPTION OF REQUESTED VARIANCES OR EXCEPTIONS (include Ordinance section no.):

REQUIRED FRONT YARD SETBACK. 75' REQUIRED 24.4' PROPOSED. CHAPTER 21 TABLE 501 MINIMUM DIMENSIONAL REQUIREMENTS - MINIMUM FRONT YARD

11. THE FOLLOWING ARGUMENTS ARE MADE IN SUPPORT OF THE APPLICATION:

THIS IS AN EXISTING UNDERSIZED PROPERTY WITH AN EXISTING HOME CONSTRUCTED PRIOR TO CURRENT ZONING REQUIREMENTS. THE ENTIRE HOME IS IN THE REQUIRED FRONT YARD, WHICH RESULTS IN ANY ADDITION REQUIRING VARIANCE RELIEF.

12. NOTARIZED SIGNATURES (ALL APPLICANTS AND OWNERS MUST SIGN):

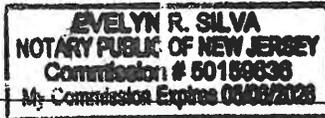
APPLICANT(S) SIGN HERE:

I/we, Jim Devaney Jr. and Kalpana Mistry-Devaney hereby depose and say that all of the above statements and the statements contained in the materials submitted herewith are true and correct.

Signature of Applicant(s): [Signature] and [Signature]

Sworn and subscribed before me, this 29 day of September, 2022

[Signature]
Notary



OWNER(S) SIGN HERE (IF APPLICANT IS NOT THE OWNER):

If the application is made by a person or entity other than the property owner, or by less than all of the property owners, then the property owner or the additional owners must complete the following:

I/we, _____ the owner(s) of the property described in this application, hereby authorize _____ to act as my/our agent for purposes of making and prosecuting this application and I/we hereby consent to the variance relief (if any) granted and all conditions of approval thereof.

Signature of owner(s): _____

Sworn and subscribed before me, this _____ day of _____, 20__.

Notary

SUBMIT ORIGINAL + 2 COPIES

Notice to be published in the Bernardsville News via email to: legals@recordernewspapers.com in "Word" format **and** served to owners indicated on 200-foot property search both a minimum of 10 days prior to the hearing date.

"Variances Required" format example:
Side Yard Setback, 50 feet required, 60 feet exists, 45 feet proposed
Form F will provide information for this area.

TOWNSHIP OF BERNARDS
ZONING BOARD OF ADJUSTMENT
NOTICE OF HEARING ON APPEAL OR APPLICATION

PLEASE TAKE NOTICE that the undersigned has filed an application for development with the Board of Adjustment of the Township of Bernards for relief from the requirements of Section(s) 2.15-1(d) + TABLE 501 of the Bernards Township Zoning Ordinances so as to permit construction of a (an):
Addition

Variances required:
Front yard set back where 75 ft is required, 22.2 ft exists and 22.2 ft is proposed.

and any other variances the Board may deem necessary, on the premises located at 476 Lyons Rd and designated as Block 7601, Lot 29, on the Township Tax Map. This notice is being published in the official newspaper and sent to the owners of properties within 200 feet of the subject property.

A public hearing has been set for _____, 20__ at 7:30 p.m. or as soon thereafter as the matter may be reached, in the Municipal Building, 1 Collyer Lane, Basking Ridge, New Jersey, and, when the case is called, you may appear either in person, or by Attorney, and present any objections which you may have to granting of the relief sought in the petition.

The application and maps in support thereof are on file in the office of the Secretary, Planning Offices located at 277 South Maple Avenue, Monday through Friday, 8:30 AM to 4:30 PM and are available for inspection. If possible, call to make an appointment at (908) 204-3026.

Respectfully,

SUBMIT 17 COPIES TOTAL

FORM F

DIMENSIONAL STATISTICS

	REQUIRED	EXISTING	PROPOSED
LOT AREA	1 ACRE	0.712 ACRE	0.712 ACRE
LOT WIDTH	200' MIN.	135.9'	135.9'
FRONTAGE	100' MIN.	150.3'	150.3'
FRONT YARD SETBACK	75' MIN.	22.2'	22.2'
REAR YARD SETBACK	75' MIN.	167.9'	167.9'
COMBINED SIDE YARD	50' MIN.	102.7'	98.4'
SIDE YARD	20' MIN.	61.7'/41.0'	57.4'/41.0'
COVERAGE	15% MAX.	13.38%	14.06%
HEIGHT	35'/2 1/2 ST.	29.5'/2 1/2	29.5'/2 1/2
IF REQUIRED, GROSS FLOOR AREA	-		
IF REQUIRED, FLOOR AREA RATIO	-		
IF REQUIRED, IMPROVABLE LOT AREA	-		

APPENDIX D, ARTICLE III

Checklist

Application for Approval of a Variance Pursuant to NJSA 40:55D-70(c)

Important: Each item must be marked Submitted, Not Applicable or Waiver Requested

No.	Item	Submitted	Not Applicable	Waiver Requested
1	A completed application form and checklist.	✓		
2	A certificate from the tax collector indicating that taxes are paid.	✓		
3	All required application and escrow deposit fees.	✓		
4	Names and addresses of property owners within 200' of the subject property, as disclosed by current tax records and identified by block & lot numbers.	✓		
5	A plot plan or survey accurately depicting the entire subject property and all existing buildings, structures, driveways, patios, etc.	✓		
6	Sketch of all proposed improvements on the plot plan or survey, with dimensions of improvements and distances to property lines.	✓		
7	Calculations of existing & proposed lot coverage percentages.	✓		
8	Architectural sketches (floor plan and elevations) of the proposed improvements.	✓		
9	Photographs of the property in the location of the proposed improvements.	✓		
10	A wetlands delineation or wetlands absence determination prepared by a qualified consultant and verified by a letter of interpretation from the New Jersey Department of Environmental Protection, if required pursuant to Section 21-14.1.a.		✓	
11	The locations of percolation tests and a copy of the written approval of the tests and locations from the Bernards Township Health Department, if the application involves a new dwelling and sewage disposal is to be handled by an individual septic system.		✓	
12	Delineations of existing and proposed stream buffer conservation areas and stream buffer management plans, if required pursuant to Section 21-14.4.b.		✓	
13	Existing topography, proposed grading, and proposed stormwater infiltration measures in accordance with §21-42.11.b.1, shown on the plot plan or survey, if 1,000sf or more of new impervious area is proposed.		✓	

SUBMIT ORIGINAL AND 16 COPIES

FORM A

**TOWNSHIP OF BERNARDS
PLANNING BOARD / BOARD OF ADJUSTMENT**

SITE INSPECTION CONSENT FORM

Applicant: Jim Devaney Jr & Kaepana Mistry-Devaney
Block: 7601 Lot: 29
Street Address: 476 LYONS RD.

I, Kaepana Mistry-Devaney, owner of the above property, hereby acknowledge that, upon determination of completeness of the application, a site inspection may be scheduled with the Board for a mutually convenient date and time. I hereby authorize members of the Planning Board/Board of Adjustment and their representatives and consultants to enter onto the property at the time of the site inspection for the purpose of evaluating the application.

Signature:  Date: 9-28-22



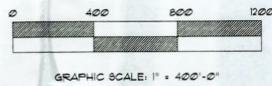




Property Map

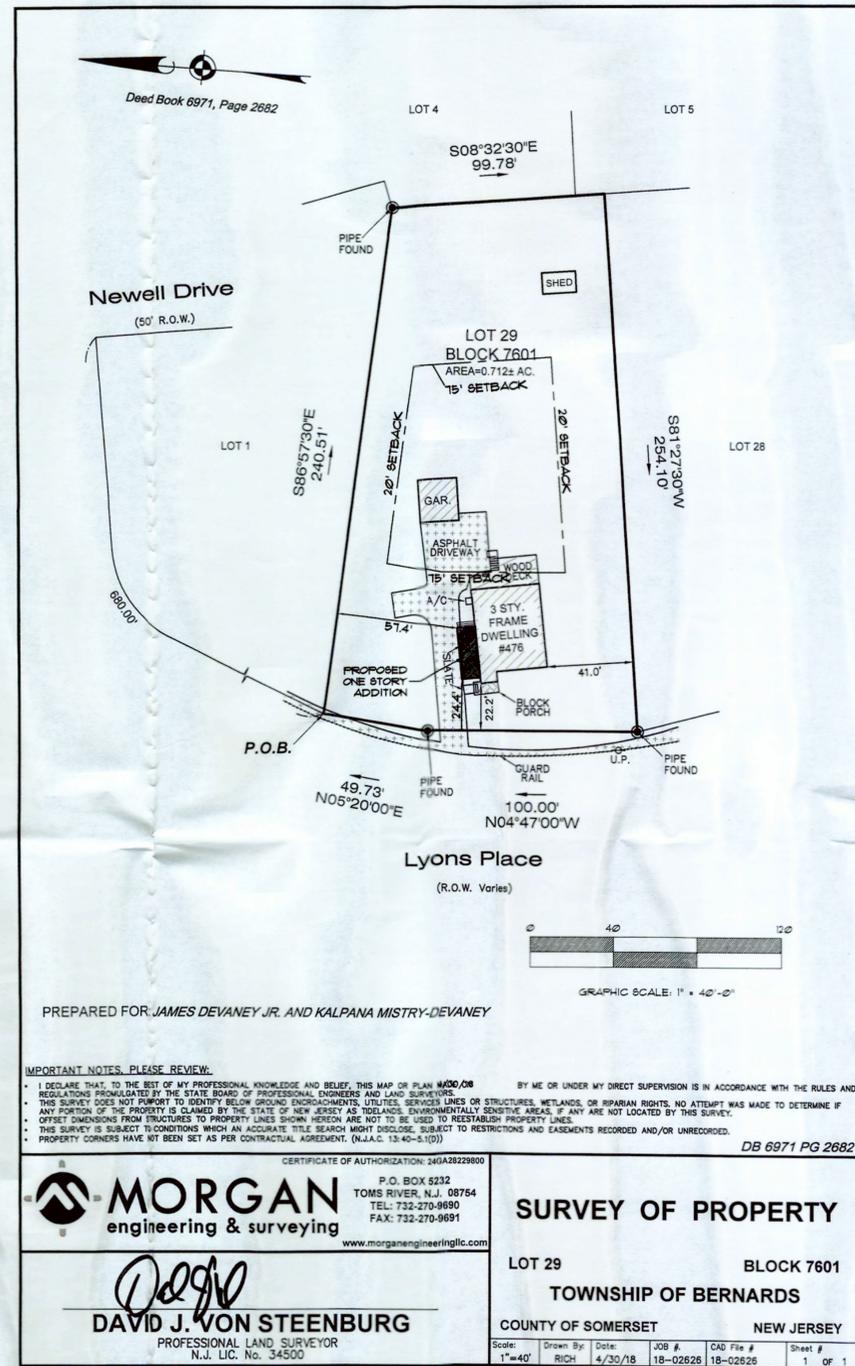


Data on 476 Lyons Rd, Bernards Twp



KEY MAP

SCALE: 1" = 400'



SITE PLAN

SCALE: 1" = 40'

LOT COVERAGE CALCULATIONS		
TYPE	EXIST'G.	PROPOSED
HOUSE	1319	1319
ADDITION	-	262
WALKS & STEPS	140	111
DET. GARAGE	376	376
SHED	160	160
A/C UNIT	10	10
DRIVEWAY	2,146	2,122
TOTAL	4,151 SF	4,360 SF

NET GAIN OF LOT COVERAGE = 209 SF

R-4 ZONING INFORMATION				
TYPE	EXIST'G.	PROPOSED	REQUIRED	NOTES
LOT AREA	0.712 ACRE	0.712 ACRE	1 ACRE MIN.	EXIST. NON-CONFORMING
LOT WIDTH	135.9'	135.9'	200' MIN.	EXIST. NON-CONFORMING
FRONTAGE	150.3'	150.3'	100' MIN.	CONFORMS
FRONT YARD	22.2'	22.2'	75' MIN.	EXIST. NON-CONFORMING
REAR YARD	167.9'	167.9'	75' MIN.	CONFORMS
COMB. SIDE YD.	102.7'	98.4'	50' MIN.	CONFORMS
SIDE YARD	61.7/41.0'	57.4/41.0'	20' MIN.	CONFORMS
HEIGHT	29.5/2 1/2	29.5/2 1/2	35/2 1/2	CONFORMS
LOT COV'G.	4.151 SF/13.30%	4,360 SF/14.06%	15% MAX.	CONFORMS

*VARIANCE FOR PROPOSED 24.4' FRONT YARD SETBACK TO NEW ADDITION

BOARD CHAIRMAN: _____
 BOARD SECRETARY: _____
 BOARD ENGINEER: _____

VARIANCES REQUESTED
 REQUIRED FRONT YARD

DANIEL A. ENCIN
 Architect

REVISIONS

 9.20.22 ISSUE FOR REVIEW

M
MENDHAM
DESIGN
ARCHITECTS

P.O. Box 127 Mendham, NJ 07945 Tel: 973 886 5727 www.MendhamDesign.com

OWNER/APPLICANT:
 MR. DEVANEY & MS. MISTRY
 BLOCK 7601 LOT 29
 476 LYONS ROAD BERNARDS TWP. NJ

KEY PLAN
 SITE PLAN

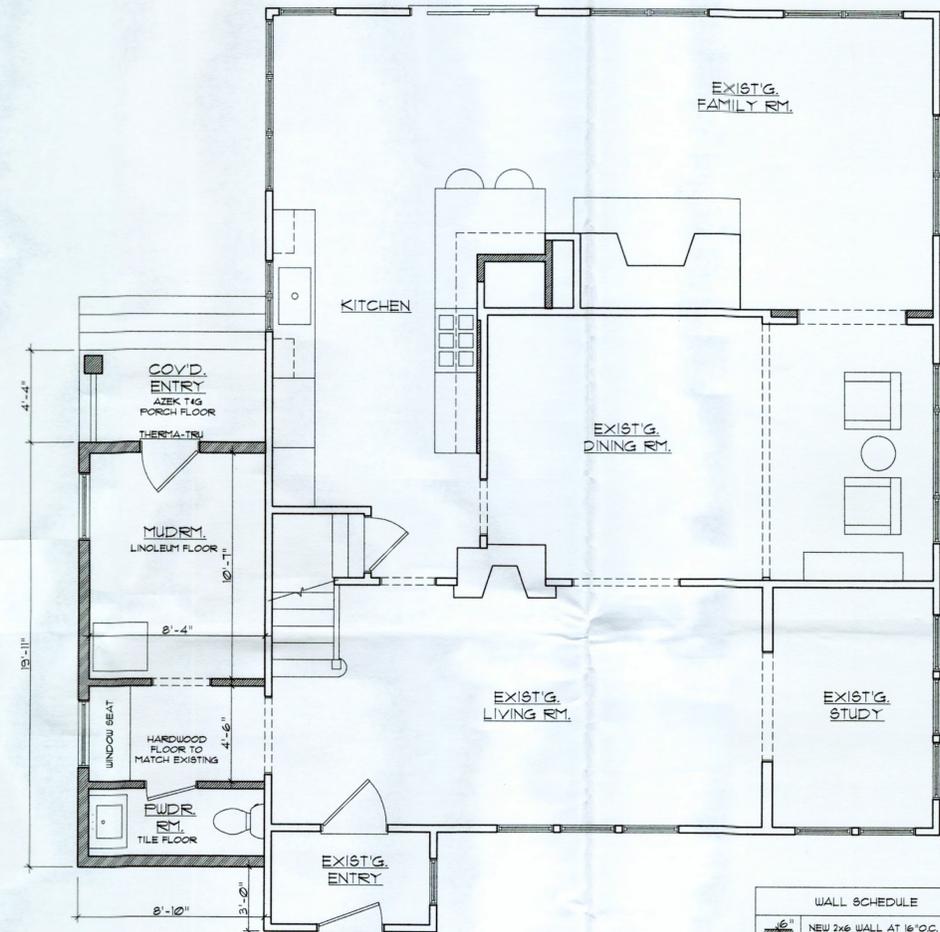
[Signature]
 #17492

A
1



FRONT ELEVATION

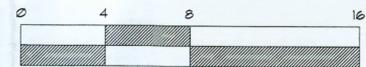
SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

WALL SCHEDULE	
	NEW 2x6 WALL AT 16" O.C. w/ 1/2" DRYWALL OR AS NOTED
	NEW 2x4 WALL AT 16" O.C. w/ 1/2" DRYWALL OR AS NOTED
	EXIST'G. WALL TO REMAIN
	EXIST'G. WALL TO BE REMOVED



GRAPHIC SCALE: 1/4" = 1'-0"

© COPYRIGHT 2021 BY MENDHAM DESIGN

BOARD CHAIRMAN: _____
 BOARD SECRETARY: _____
 BOARD ENGINEER: _____

VARIANCES REQUESTED
 REQUIRED FRONT YARD

DANIEL A. ENCIN
 Architect

REVISIONS

9.20.22 ISSUE FOR REVIEW

M MENDHAM DESIGN ARCHITECTS
 P.O. Box 127 Mendham, NJ 07945 Tel: 973 886 5727 www.MendhamDesign.com

OWNER/APPLICANT:
 MR. DEVANEY & MS. MISTRY
 BLOCK 7601 LOT 29
 476 LYONS ROAD BERNARDS TWP. NJ

FLOOR PLAN ELEVATIONS

 #17406
A
2

REPLACEMENT - NEW MATLS

TOWNSHIP OF BERNARDS ZONING BOARD OF ADJUSTMENT APPLICATION STATUS FORM

Application No: ZB22-030 Block: 5801 Lot: 14 Zone: R-4

Applicant: SELL, ADAM & SARAH JOY

Address of Property: 31 LYONS PLACE

Description: IMPERVIOUS COVERAGE VARIANCE FOR AN IN-GROUND POOL & ASSOCIATED AMENITIES

APPLICATION CHECKLIST

- | | |
|---|--|
| <input checked="" type="checkbox"/> Original + 16 copies of Application | <input checked="" type="checkbox"/> Engineering Plan/Plot Plan |
| <input checked="" type="checkbox"/> W-9 | <input type="checkbox"/> Architectural Plans |
| <input checked="" type="checkbox"/> Site Visit Consent (A) | <input checked="" type="checkbox"/> Survey |
| <input type="checkbox"/> Ownership Form (B) | <input checked="" type="checkbox"/> Photographs |
| <input checked="" type="checkbox"/> 200' Property Search List (C) | <input type="checkbox"/> Wetlands Report/LOI |
| <input checked="" type="checkbox"/> Tax Certification (D) | <input checked="" type="checkbox"/> Application Fee |
| <input checked="" type="checkbox"/> Notice to be Served/Published (E) | <input checked="" type="checkbox"/> Escrow Deposit |
| <input checked="" type="checkbox"/> Dimensional Statistics Form (F) | <input checked="" type="checkbox"/> Imaging Fee |
| <input type="checkbox"/> Contributions Disclosure Form (G) | <input type="checkbox"/> Tax Map Revision Fee |
| | <input checked="" type="checkbox"/> Checklist |

SCHEDULING

10.19.22 Original Submission Date
12.3.22 Completeness Deadline (45 days)
____ Incomplete Date
____ Resubmission Date
____ Date Complete
4.2.23 Time to Act (45/95/120 days)

HEARING

____ Notice to Property Owners
____ Date of Publication
____ Completeness Hearing
12.7.22 Public Hearing
____ Carried to Date
____ Decision - Approved/Denied
____ Resolution Memorialized
____ Resolution Published

DISTRIBUTION

10.20.22 Environmental Comm
____ Fire Official
____ LCFAS
____ Police

NOTES



ENVIRONMENTAL
TECHNOLOGY
INC.

Environmental Consultants



October 28, 2022

SENT VIA EMAIL: adam.sell1@gmail.com

Mr. Adam Sell
31 Lyons Place
Basking Ridge, NJ 07920

Re: Wetlands/Transition Area Investigation
31 Lyons Place
Block 5801, Lot 14
Township of Bernards, Somerset County.

Dear Mr. Sell,

Per your request, Environmental Technology Inc. has visited the above-referenced property and conducted a wetlands investigation to determine the presence or absence of freshwater wetlands or associated transition areas within a specific area of disturbance for the proposed construction of an in-ground swimming pool, patio area, dry well, and associated fencing. The plan reviewed was prepared by Blue Line Stone Home & Engineering and is entitled "Grading and Pool Plan", with no revisions, dated October 5, 2022. Our methodology and findings are as follows:

STUDY METHODOLOGY

The investigation of the site was performed by the staff of Environmental Technology, Inc. on October 26, 2022.

In accordance with the New Jersey Freshwater Wetlands Protection Act, and outlined by the New Jersey Department of Environmental Protection (NJDEP), the extent of the wetlands were determined by implementing the methodology that is currently accepted by the United States Environmental Protection Agency (USEPA), namely Federal Manual for Identifying and Delineating Jurisdictional Wetlands dated January 10, 1989 and supplements. This methodology states that for an area to be considered wetland all three of the following parameters must be present:

Adam Sell
Re: Wetlands/Transition Area Investigation
31 Lyons Place
Block 5801, Lot 14
Township of Bernards, Somerset County, N.J.

October 28, 2022

1. Hydric Soils
2. A Predominance of Hydrophytic Vegetation
3. Hydrology

The determination of hydric soils in the field is made by the use of a manually operated soil sampler. Then a determination of hydric soils is made by using Munsell Soil Color Charts. Transects are made from the wetlands to the uplands to determine the point at which soils no longer were determined to be hydric. Hydric soils are those soils that have a chroma of less than or equal to 1 (when no mottling is present) or a matrix chroma of less than or equal to 2 when mottling is present.

When soils classified as a sand soil are encountered Munsell Soil Color Charts are not used exclusively. In these instances hydric determinations are also made by the presence of one or more of the following conditions: high organic matter content in the surface horizon, the streaking of subsurface horizons by organic matter, or the presence of organic pans.

In situations in which soils exhibit significant coloration due to the nature of the parent material (e.g. red shales) the soils often do not exhibit the characteristic chromas associated with hydric soils. In the above situations the Munsell Soil Color Charts cannot always be used to evaluate the hydric nature of the soil. In these cases their hydric nature according to the Soil Conservation Service (SCS), and the other criteria carry more weight.

Vegetation is classified according to the Eastern Mountains and Piedmont 2014 Regional Wetland Plant List prepared by the USACOE. The classifications, according to this list are as follows:

Obligate (OBL) Always found in wetlands under natural (not planted) conditions (frequency greater than 99%), but may persist in nonwetlands if planted there by man or in wetlands that have been drained, filled, or otherwise transformed into nonwetlands.

Facultative Wetland (FACW) Usually found in wetlands (67%-99% frequency), but occasionally found in nonwetlands.

Facultative (FAC) Sometimes found in wetlands (34%-66% frequency), but also occurs in nonwetlands.

Facultative Upland (FACU) Seldom found in wetlands (1%-33% frequency) and usually occurs in nonwetlands.

Nonwetland (UPL) Occurs in wetlands in another region, but not found (<1% frequency) in wetlands in the region specified. If a species does not occur in wetlands in any region, it is not on the list.

Adam Sell
Re: Wetlands/Transition Area Investigation
31 Lyons Place
Block 5801, Lot 14
Township of Bernards, Somerset County, N.J.

October 28, 2022

According to the Federal Manual for Identifying and Delineating Jurisdictional Wetlands dated January 10, 1989, an area has hydrophytic vegetation, when under normal circumstances more than 50 percent of the composition of the dominant species from all strata are obligate wetland (OBL), facultative wetland (FACW), and/or facultative (FAC) species.

In the non-growing season hydrophytic vegetation is assumed to be present, since during this time of the year many herbaceous species are either unidentifiable or non-existent.

Hydrology is determined by the evidence of water, either visible or indicators that water was present. This is noted by visible factors such as drift lines, high water marks on trees, sediment deposits including encrusted detritus, displacement of leaf litter as the result of water flowage, and drainage patterns. During the growing season, saturated soil samples and/or the water table is noted as evidence of hydrology when they are encountered within 12 inches of the soil surface.

Seasonal highwater table information is used, when available, from the Soil Conservation Service. Recent rainfall and/or other precipitation is also considered when evaluating hydrology.

In situations where the native conditions have been altered such as; cleared lands (e.g. agricultural lands), areas where the original soil has been altered (such as formerly plowed or filled lands), certain criteria are given more weight than others due to the lack of reliability of the affected parameter as an indicator.

FINDINGS

The investigation found the property to consist of a single-family dwelling, driveway, and lawn areas with a patio in the rear. A portion of Harrisons Brook flows just off site to the northeast. The proposed area of disturbance consisted of lawn areas.

The investigation performed by the staff of ETI found that there are no wetlands identified on or within 150 feet of the proposed area of disturbance indicated on the plan referenced above, which is the maximum wetlands transition area size. The portion of Harrisons Brook referenced above is classified as State open waters only as the banks are very well defined and no wetlands were identified.

Soil samples confirmed the presence of non-hydric soils within and adjacent to the limit of disturbance (Munsell Soil Color Chart Readings of 10YR 4/4 from 0 to 18 inches).

Vegetation observed in and adjacent to the proposed disturbance area consists white ash (*Fraxinus americana*, FACU), sugar maple (*Acer saccharum*, FAC), eastern red cedar (*Juniperus virginiana*, FACU), wine raspberry (*Rubus phoeniculus*, NL), wild onion (*Allium cernuum*, NL), white snakeroot (*Eupatorium rugosum*, NL), garlic mustard (*Alliaria officinalis*, NL), Japanese stilt grass (*microstegium vimineum*, NL), and grasses (*Panicum spp.*, V).

Adam Sell
Re: Wetlands/Transition Area Investigation
31 Lyons Place
Block 5801, Lot 14
Township of Bernards, Somerset County, N.J.

October 28, 2022

CONCLUSIONS

Based on the methodology currently accepted by the NJDEP pursuant to N.J.A.C. 7:7A, there are no areas within the proposed disturbance area that are classified as freshwater wetlands or transition area.

Since no portion of the site is within the jurisdiction of NJDEP's Freshwater Wetlands Protection Act Rules no contact with the NJDEP regarding freshwater wetlands or transition areas is required by NJDEP.

The information provided is based on the most current information available and our best professional judgment. This letter does not consider pending or future legislation or regulations that may change the opinions provided.

Please do not hesitate to contact our office if you should have any questions regarding our findings.



Very truly,

ENVIRONMENTAL TECHNOLOGY INC.

David C. Krueger, President
Professional Wetland Scientist 000662
Certified Wetland Delineator WDCP94MD03101146B

22199

TOWNSHIP OF BERNARDS
ZONING BOARD OF ADJUSTMENT
APPLICATION STATUS FORM

Application No: ZB22-030 Block: 5801 Lot: 14 Zone: R-4

Applicant: SELL, ADAM & SARAH JOY

Address of Property: 31 LYONS PLACE

Description: IMPERVIOUS COVERAGE VARIANCE FOR AN IN-GROUND POOL & ASSOCIATED AMENITIES

APPLICATION CHECKLIST

- | | |
|---|--|
| <input checked="" type="checkbox"/> Original + 16 copies of Application | <input checked="" type="checkbox"/> Engineering Plan/Plot Plan |
| <input checked="" type="checkbox"/> W-9 | <input type="checkbox"/> Architectural Plans |
| <input checked="" type="checkbox"/> Site Visit Consent (A) | <input checked="" type="checkbox"/> Survey |
| <input type="checkbox"/> Ownership Form (B) | <input checked="" type="checkbox"/> Photographs |
| <input checked="" type="checkbox"/> 200' Property Search List (C) | <input type="checkbox"/> Wetlands Report/LOI |
| <input checked="" type="checkbox"/> Tax Certification (D) | <input checked="" type="checkbox"/> Application Fee |
| <input checked="" type="checkbox"/> Notice to be Served/Published (E) | <input checked="" type="checkbox"/> Escrow Deposit |
| <input checked="" type="checkbox"/> Dimensional Statistics Form (F) | <input checked="" type="checkbox"/> Imaging Fee |
| <input type="checkbox"/> Contributions Disclosure Form (G) | <input type="checkbox"/> Tax Map Revision Fee |
| | <input checked="" type="checkbox"/> Checklist |

SCHEDULING

10.19.22 Original Submission Date
12.3.22 Completeness Deadline (45 days)
 _____ Incomplete Date
 _____ Resubmission Date
 _____ Date Complete
4.2.23 Time to Act (45/95/120 days)

HEARING

_____ Notice to Property Owners
 _____ Date of Publication
 _____ Completeness Hearing
12.7.22 Public Hearing
 _____ Carried to Date
 _____ Decision - Approved/Denied
 _____ Resolution Memorialized
 _____ Resolution Published

DISTRIBUTION

10.20.22 Environmental Comm
 _____ Fire Official
 _____ LCFAS
 _____ Police

NOTES

**TOWNSHIP OF BERNARDS
2022 ZONING BOARD OF ADJUSTMENT APPLICATION**

- | | |
|--|--|
| <input type="checkbox"/> Bulk or Dimensional ("c") Variance | <input type="checkbox"/> Appeal of Zoning Officer's Decision |
| <input type="checkbox"/> Use ("d") Variance | <input type="checkbox"/> Interpretation of Zoning Ordinance |
| <input type="checkbox"/> Conditional Use ("d") Variance | <input type="checkbox"/> Minor Subdivision |
| <input type="checkbox"/> Floor Area Ratio, Density, or Height ("d") Variance | <input type="checkbox"/> Major Subdivision - Preliminary / Final |
| <input type="checkbox"/> Site Plan - Preliminary / Final | <input type="checkbox"/> Other (specify): _____ |

1. APPLICANT: Adam Sell

Address: 31 Lyons Road PLACE

Phone: (home) _____ (work) _____ (mobile) 201.401.3826

Email (will be used for official notifications): adam.sell1@gmail.com

2. OWNER (if different from applicant): Same

Address: _____

Phone: _____ Email (will be used for official notifications): _____

3. ATTORNEY: N/A

Address: _____

Phone: _____ Email (will be used for official notifications): _____

4. OTHER PROFESSIONALS (Engineer, Architect, etc. Attach additional sheet if necessary):

Name: Richard Vollmar, Blue Line Stone Home & Engineering Profession: NJPE Lic. No. 39296

Address: 16 Lake Lenore

Phone: 973.997.8444 Email (will be used for official notifications): rick@bluelinestonehome.com

5. PROPERTY INFORMATION: Block(s): 5801 Lot(s): 14 Zone: R-4

Street Address: 31 Lyons Road Total Area (square feet/acres): 52,272 / 1.2

6. ARE THERE ANY PENDING OR PRIOR PLANNING BOARD OR BOARD OF ADJUSTMENT APPLICATIONS INVOLVING THE PROPERTY? No Yes (if yes, explain or attach Board resolution) _____

7. ARE THERE CURRENTLY ANY VIOLATIONS OF THE ZONING ORDINANCE INVOLVING THE PROPERTY? No Yes (if yes, explain) _____

8. ARE THERE ANY DEED RESTRICTIONS OR EASEMENTS AFFECTING THE PROPERTY?

[x] No [] Yes (if yes, explain) _____

9. DESCRIPTION OF THE EXISTING PROPERTY AND THE PROPOSAL/REQUEST: _____
Single family residential. 1.2 acres. Construction of in-ground swimming pool,
adjacent patio, fencing and grading. Construction of subsurface seepage pits
and trench to mitigate off-site overland flow.

10. DESCRIPTION OF REQUESTED VARIANCES OR EXCEPTIONS (include Ordinance section no.): _____
Maximum impervious coverage. 15% max / 16.7% proposed
Per Table 501

11. THE FOLLOWING ARGUMENTS ARE MADE IN SUPPORT OF THE APPLICATION: _____
Although not required to do so per the stormwater management ordinance (<1000 sf add'tl
impervious cover) we are adding underground storage (Cultec seepage pit and trench drain)
to mitigate the additional impervious area (567 sf).

12. NOTARIZED SIGNATURES (ALL APPLICANTS AND OWNERS MUST SIGN):

APPLICANT(S) SIGN HERE:

I/we, [Signature] and Samuel Seel hereby depose and say that
all of the above statements and the statements contained in the materials submitted herewith are true and
correct.

Signature of Applicant(s): [Signature] and Samuel Seel

Sworn and subscribed before me, this 19th day of OCTOBER, 2022

[Signature]
Notary
CYNTHIA KIEFER
Notary Public - New Jersey
Commission #2442187
Expires 01/10/24

OWNER(S) SIGN HERE (IF APPLICANT IS NOT THE OWNER):

If the application is made by a person or entity other than the property owner, or by less than all of the property
owners, then the property owner or the additional owners must complete the following:

I/we, _____ the owner(s) of the property described in this application,
hereby authorize _____ to act as my/our agent for purposes of making
and prosecuting this application and I/we hereby consent to the variance relief (if any) granted and all
conditions of approval thereof.

Signature of owner(s): _____

Sworn and subscribed before me, this _____ day of _____, 20__.

Notary

SUBMIT ORIGINAL AND 16 COPIES

FORM A

**TOWNSHIP OF BERNARDS
PLANNING BOARD / BOARD OF ADJUSTMENT**

SITE INSPECTION CONSENT FORM

Applicant: Adam Sell
Block: 5801 Lot: 14
Street Address: 31 Lyons Place

I, Adam Sell, owner of the above property, hereby acknowledge that, upon determination of completeness of the application, a site inspection may be scheduled with the Board for a mutually convenient date and time. I hereby authorize members of the Planning Board/Board of Adjustment and their representatives and consultants to enter onto the property at the time of the site inspection for the purpose of evaluating the application.

Signature:  Date: 10/19/2022

SUBMIT 17 COPIES TOTAL

FORM F

DIMENSIONAL STATISTICS

	REQUIRED	EXISTING	PROPOSED
LOT AREA	1.00	1.20	1.20
LOT WIDTH	100	195	195
FRONTAGE	100	195	195
FRONT YARD SETBACK	75	93	93
REAR YARD SETBACK <i>to pool</i>	20	NA	57
COMBINED SIDE YARD	20/50/70	21/92/113	21/92/113
SIDE YARD <i>to pool</i>	20	NA	55
COVERAGE	15%	14.5%	16.7%
HEIGHT	NA	NA	NA
IF REQUIRED, GROSS FLOOR AREA	NA	NA	NA
IF REQUIRED, FLOOR AREA RATIO	NA	NA	NA
IF REQUIRED, IMPROVABLE LOT AREA	NA	NA	NA

APPENDIX D, ARTICLE III

Checklist

Application for Approval of a Variance Pursuant to NJSA 40:55D-70(c)

Important: Each item must be marked Submitted, Not Applicable or Waiver Requested

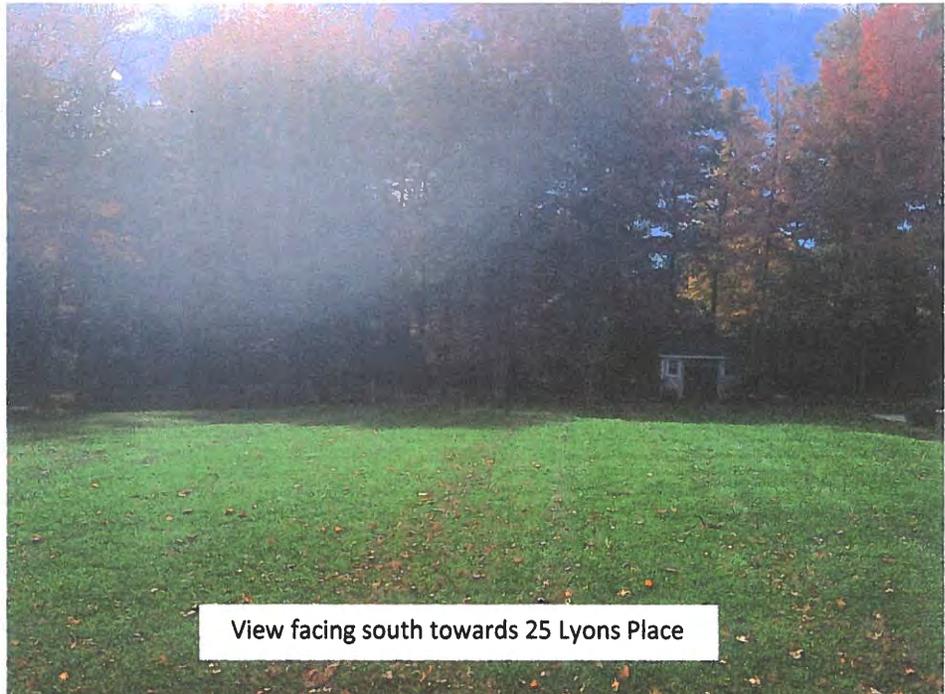
No.	Item	Submitted	Not Applicable	Waiver Requested
1 ✓	A completed application form and checklist.	✓		
2 3	A certificate from the tax collector indicating that taxes are paid.	✓		
3	All required application and escrow deposit fees.	✓		
4 3	Names and addresses of property owners within 200' of the subject property, as disclosed by current tax records and identified by block & lot numbers.	✓		
5 ✓	A plot plan or survey accurately depicting the entire subject property and all existing buildings, structures, driveways, patios, etc.	✓		
6 ✓	Sketch of all proposed improvements on the plot plan or survey, with dimensions of improvements and distances to property lines.	✓		
7 ✓	Calculations of existing & proposed lot coverage percentages.	✓		
8	Architectural sketches (floor plan and elevations) of the proposed improvements.		×	
9 ✓	Photographs of the property in the location of the proposed improvements.	✓		
10	A wetlands delineation or wetlands absence determination prepared by a qualified consultant and verified by a letter of interpretation from the New Jersey Department of Environmental Protection, if required pursuant to Section 21-14.1.a.		×	
11	The locations of percolation tests and a copy of the written approval of the tests and locations from the Bernards Township Health Department, if the application involves a new dwelling and sewage disposal is to be handled by an individual septic system.		×	
12	Delineations of existing and proposed stream buffer conservation areas and stream buffer management plans, if required pursuant to Section 21-14.4.b.		×	
13	Existing topography, proposed grading, and proposed stormwater infiltration measures in accordance with §21-42.1.f.2(b), shown on the plot plan or survey, if 1,000sf or more of new impervious area is proposed.		×	



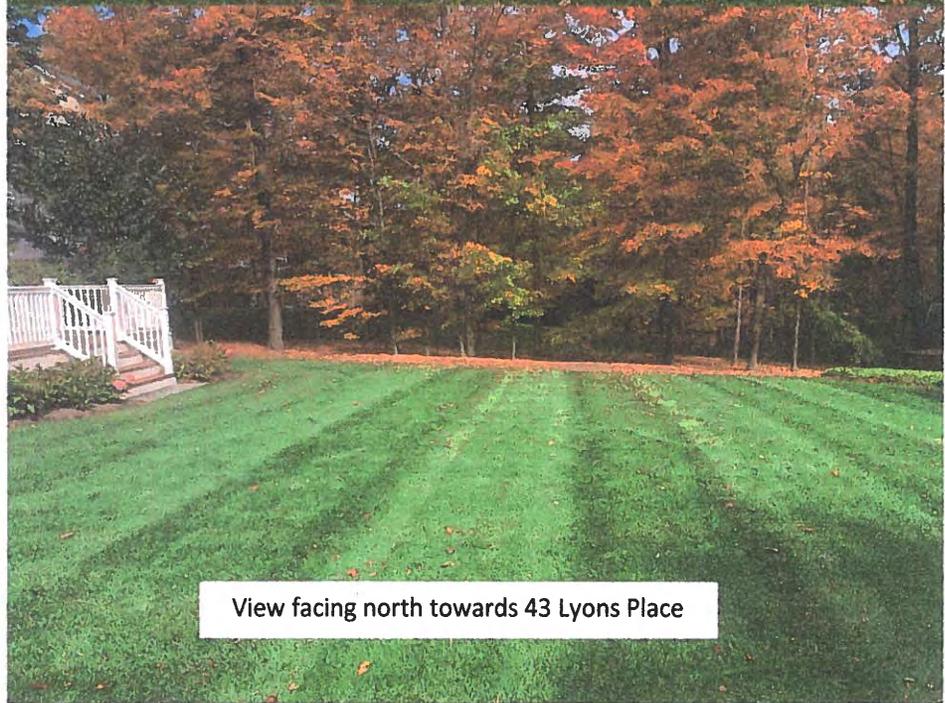
View from rear of house facing east



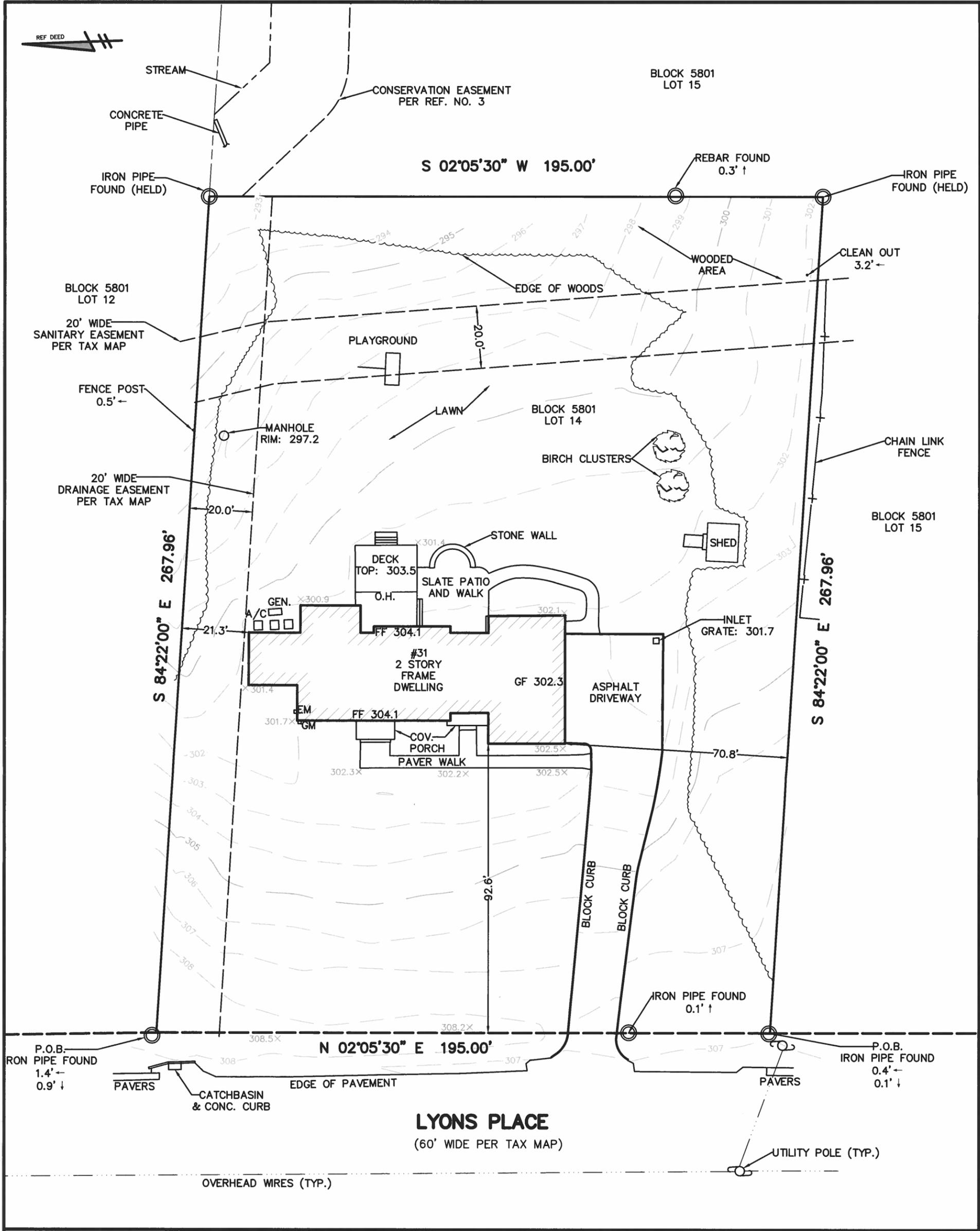
View from rear of property facing west



View facing south towards 25 Lyons Place



View facing north towards 43 Lyons Place



NOTES:

1. THE MERIDIAN SHOWN HEREON IS REFERENCED TO REFERENCE NO. 1 BELOW.
2. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) PER GPS OBSERVATIONS.
3. OFFSETS SHOWN HEREON ARE NOT TO BE USED AS A BASIS FOR THE CONSTRUCTION OF FENCES OR ANY OTHER PERMANENT STRUCTURES, AND ARE NOT TO BE USED TO ESTABLISH BOUNDARY LINES.
4. ONLY COPIES FROM THE ORIGINAL TRACING OF THIS MAP, MARKED WITH THE EMBOSSED SEAL OF THE LICENSED LAND SURVEYOR, SHALL BE CONSIDERED TRUE AND VALID COPIES.
5. SUBJECT TO SUCH FACTS OF RECORD AS AN ACCURATE TITLE SEARCH MIGHT DISCLOSE.
6. CERTIFIED TO: ADAM AND SARAH SELL; THEIR SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY APPEAR TO BE AN ACCURATE SURVEY AS OF JULY 17, 2022.

REFERENCES:

1. DEED BOOK 6801, PAGE 1668, ET. SEQ.
2. TAX MAP, TOWNSHIP OF BERNARDS, SOMERSET COUNTY, NEW JERSEY, DATED AUGUST 2004 AND REVISED THROUGH 10-31-07, SHEET NO. 58.
3. "NILSEN LYONS PLACE, BLOCK 147, LOTS 7 & 10, TOWNSHIP OF BERNARDS, SOMERSET COUNTY, NEW JERSEY, FINAL PLAT MAJOR SUBDIVISION", DATED 07-21-99 AND REVISED THROUGH 08-19-99, AS PREPARED BY GLADSTONE DESIGN, INC., AND FILED IN THE SOMERSET COUNTY CLERK'S OFFICE ON 8-23-99 AS MAP NO. 3437.

0 15 30 60 90 120
 GRAPHIC SCALE

LOCATION & TOPOGRAPHIC SURVEY

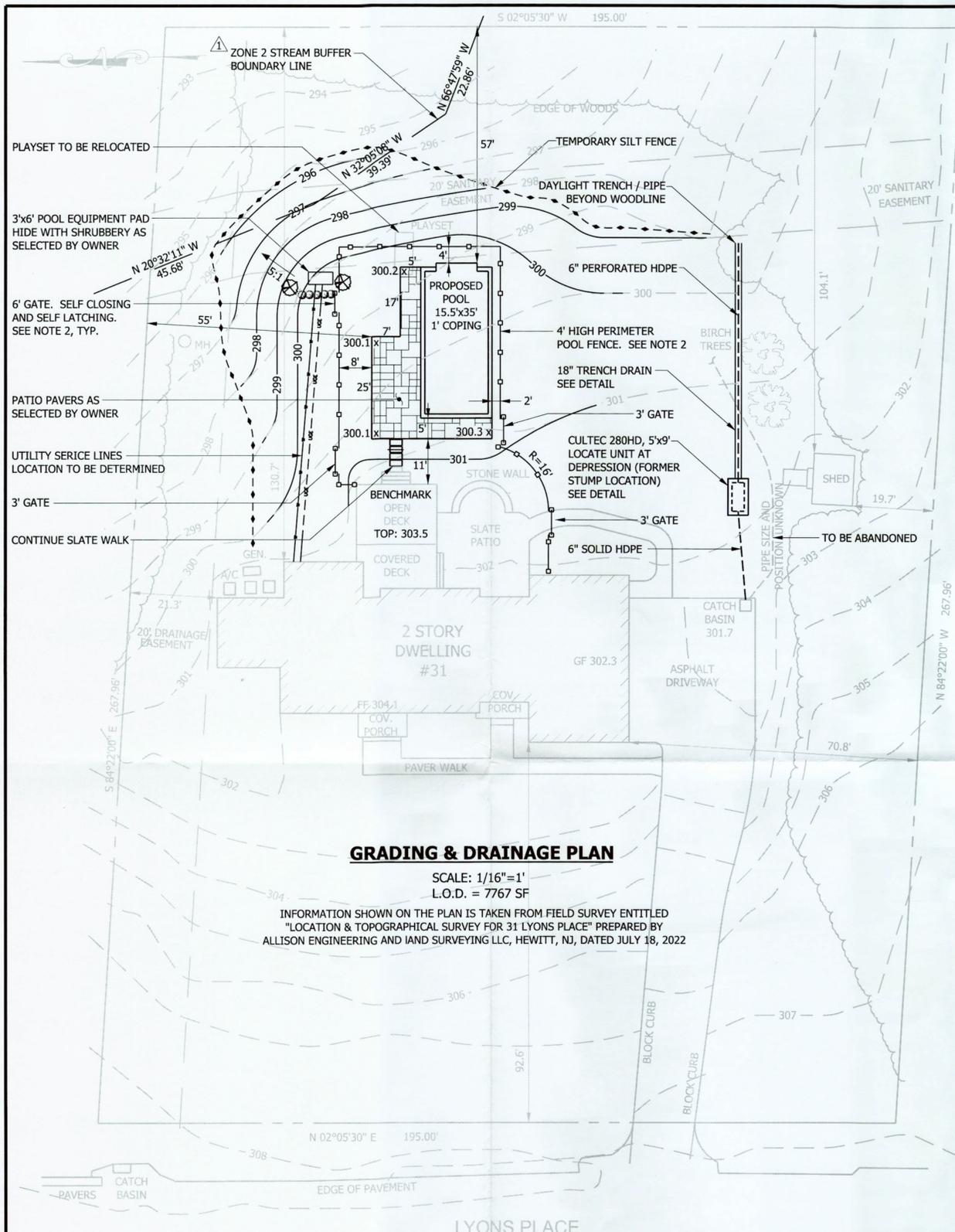
FOR
31 LYONS PLACE
 BLOCK 5801 LOT 14
 TWP. OF BERNARDS SOMERSET COUNTY NEW JERSEY

ALLISON ENGINEERING AND LAND SURVEYING LLC
 34 OLCOTT ROAD
 HEWITT, NEW JERSEY 07421 (CERT. OF AUTH. 24GA28322500)
 (973) 506-7777

ALLISON J. LAPATKA N.J. P.E. & L.S. LIC. No. 42578
 PROFESSIONAL ENGINEER & LAND SURVEYOR

DWN.: AJL	SHT.: 1 OF 1	SCALE: 1"=30'	DATE: 07-18-2022	PROJ.: 22-197
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RESIDENTIAL SITE PLANS • ZONING VARIANCES • REMODELING & CONTRACTOR CONSULTATION • STRUCTURAL INSPECTION & DESIGN • FOUNDATION SETTLEMENT • DESIGN • ENVIRONMENTAL PERMITTING



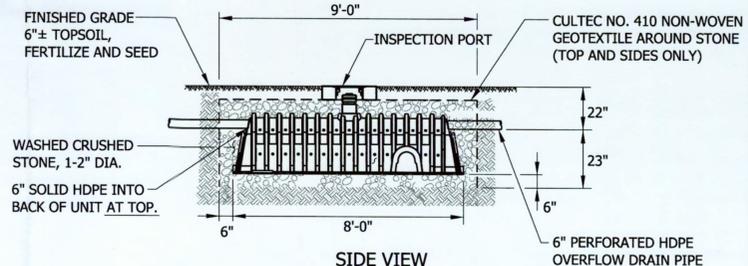
GRADING & DRAINAGE PLAN

SCALE: 1/16"=1'
L.O.D. = 7767 SF

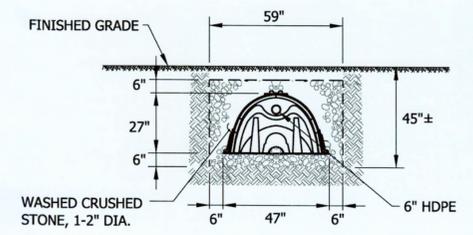
INFORMATION SHOWN ON THE PLAN IS TAKEN FROM FIELD SURVEY ENTITLED "LOCATION & TOPOGRAPHICAL SURVEY FOR 31 LYONS PLACE" PREPARED BY ALLISON ENGINEERING AND LAND SURVEYING LLC, HEWITT, NJ, DATED JULY 18, 2022

NOTES

- CONTRACTOR TO CALL FOR UTILITY MARKOUT PRIOR TO PROCEEDING WITH ANY OPERATIONS. CALL 800.272.1000
- ALL FENCES ENCLOSING SWIMMING POOLS MUST COMPLY WITH THE NJ 2015 INTERNATIONAL SWIMMING POOL AND SPA CODE AND THE 2015 IRC NJ EDITION. THIS INCLUDES THE FOLLOWING:
 - * 48" MINIMUM HEIGHT
 - * GATES MUST BE SELF-CLOSING AND SELF-LATCHING
 - * GATES MUST OPEN OUTWARD AWAY FROM POOL AREA
 - * GATE RELEASE MECHANISM SHALL BE 54" MIN FROM BOTTOM OF GATE
- OWNER AND/OR CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO COMMENCEMENT OF ON-SITE ACTIVITIES
- STRIP LAWN OF ALL TURF IN AREAS TO BE GRADED, AND LOCATIONS OF PROPOSED IMPERVIOUS FEATURES (POOL, PATIO).
- EXCAVATED SOIL MATERIAL PASSING A 2" SIEVE OR LESS SHALL BE SPREAD AMONG LOW SPOTS IN REAR YARD, AND/OR USED AS FILL FOR RAISING THE GRADE TO PROPOSED CONTOUR. ORGANIC MATTER SHALL NOT BE USED, NOR STONE, COBBLE OR BOULDERS. ALL UNUSABLE MATERIAL SHALL BE REMOVED FROM SITE BY CONTRACTOR
- IF IMPORT SOIL IS NECESSARY, IT SHALL BE CERTIFIED CLEAN MATERIAL FREE OF CONSTRUCTION MATERIALS, GLASS, ASPHALTIC MILLINGS, COBBLE AND OTHER OBJECTIONABLE MATERIAL
- PERMANENT STABILIZATION SPECIFICATIONS
 - APPLY TOPSOIL TO A DEPTH OF 5 INCHES (UNSETTLED).
 - APPLY GROUND LIMESTONE AT A RATE OF 90 LBS PER 1000 SQ. FT. AND WORK FOUR INCHES INTO SOIL.
 - APPLY FERTILIZER (10-20-10) AT A RATE OF 11 LBS. PER 1000 SQ. FT.
 - APPLY HARD FESCUE SEED AT 2.7 LBS. PER 1000 SQ. FT. AND CREEPING RED FESCUE SEED AT 0.7 LBS PER 1000 SQ. FT. AND PERENNIAL RYEGRASS SEED AT 0.25 LBS PER 1000 SQ. FT.
 - APPLY A LIQUID MULCH BINDER OR TACK TO STRAW OR HAY MULCH.
- PITCH PATIO TO DRAIN AWAY FROM POOL AT 2% MINIMUM
- REFER TO FULL SET OF POOL PLANS, DETAILS, AND SPECIFICATIONS. POOL & PATIO TO BE LOCATED OUTSIDE OF EXISTING SANITARY SEWER EASEMENT.



SIDE VIEW



END VIEW

CULTEC 280HD SEEPAGE PIT
NTS

DRYWELL STORAGE CALCULATIONS:

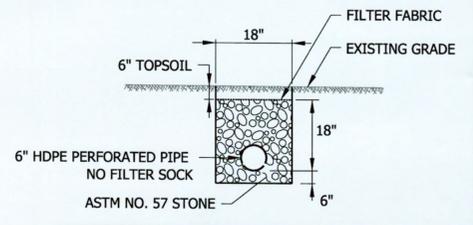
REQUIRED STORAGE VOLUME: 3" OF RUNOFF FOR EACH SQUARE FOOT OF NEW IMPERVIOUS AREA. STONE USED IN THE INFILTRATION DEVICES SHALL BE 2 1/2" CLEAN STONE AND A DESIGN VOID RATIO OF 33%

3" RAIN x 567 SF x 1/2 = 142 CF

PROVIDE CULTEC 280HD RECHARGER STORMWATER CHAMBER. PER MANUFACTURER, EACH UNIT (WITH 6" OF STONE AS BASE AND 12" SURROUNDING ALL SIDES) PROVIDES 105.1 CF OF STORAGE.

142 CF - 105 CF = 37 CF TO BE STORED IN TRENCH

(1.5' x 2.0' x 50' MIN.) x 0.33 = 50 CF > 37 CF **OK**

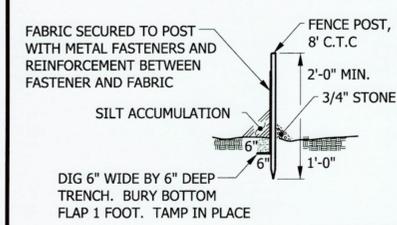


TRENCH DRAIN DETAIL

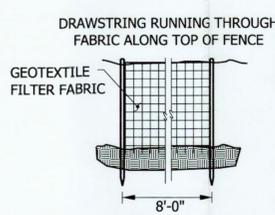
ZONING TABLE ZONE R-4 BLOCK 5801 LOT 14 AREA = 52,272 SF (1.20 AC.)

MIN. LOT REQUIREMENTS	REQUIRED	EXISTING	PROPOSED	STATUS
MINIMUM LOT AREA (AC)	1.0	1.20	1.20	MEETS ORDINANCE
MINIMUM LOT FRONTAGE (LF)	100	195	195	MEETS ORDINANCE
MINIMUM FRONT YARD (LF)	75	93	93	MEETS ORDINANCE
MINIMUM REAR YARD - PRINCIPLE (LF)	75	131	131	MEETS ORDINANCE
ACCESSORY (LF)	20	104	104	MEETS ORDINANCE
POOL (LF)	20	-	57	MEETS ORDINANCE
MINIMUM SIDE YARD - PRINCIPLE (LF)	20, 50	21, 92	21, 92	MEETS ORDINANCE
ACCESSORY (LF)	15	20	20	MEETS ORDINANCE
POOL (LF)	20	-	55	MEETS ORDINANCE
MAXIMUM BUILDING COVERAGE (%)	15	6.0	6.0	MEETS ORDINANCE
MAXIMUM IMPERVIOUS COVERAGE (%)	15	14.5	16.7	VARIANCE REQUIRED
DWELLING (SF)		3157	3157	* NET ADDITIONAL IMPERVIOUS COVER = 567 SF
DRIVEWAY (SF)		2765	2765	
COVERED PORCH (SF)		119	119	
COVERED DECK (SF)		211	211	
WALKWAY / PATIO (SF)		1146	1146	
SHED (SF)		153	153	
AC / GEN. (SF)		32	32	
POOL (SF)		-	563	
POOL PATIO & EQUIP. PAD (SF)		-	567	
TOTAL IMPERVIOUS		7583	8713	

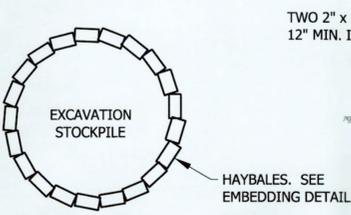
* STORMWATER MANAGEMENT THRESHOLD = ADD'L IMPERV. COVER MINUS POOL SURFACE WATER = (8713 - 7583) - 563 = 567 SF < 1000 SF
NO SWM REQUIRED



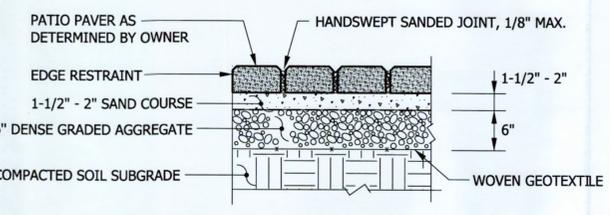
SILT FENCE DETAIL



EXCATATED SOIL STOCKPILE
LOCATION TO BE DETERMINED



EMBEDDING DETAIL



PATIO PAVER DETAIL
TO BE SELECTED BY OWNER

REVISIONS			Blue Line Stone Home & Engineering
NO.	DESCRIPTION	DATE	
1	PLANNING REVIEW	10/24/22	DENVER, NJ 973.997.8444 www.bluelineestonhome.com

CLIENT: **SELL**
BASKING RIDGE, NJ

GRADING & POOL PLAN
31 LYONS ROAD
BASKING RIDGE, NJ 07920

RICHARD B. VOLLMAR NJ PROFESSIONAL ENGINEER LICENSE NO. 38296	PROJ. NO. 2155	BLOCK 5801 LOT 14 SCALE: 1/16"=1" 10/5/22	DESIGNED BY: SFG CHECKED BY: RBV	SHEET 1 OF 1
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