



DiFrancesco Bateman
Kunzman, Davis, Lehrer & Flaum, P.C.

15 Mountain Boulevard
Warren, New Jersey 07059

Telephone: (908) 757-7800

Fax: (908) 757-8039

www.newjerseylaw.net

William J. Willard

Partner

Member of the NJ & NY Bars

Extension 210

wwillard@newjerseylaw.net

May 3, 2023

jessica.patterson@dep.nj.gov

NJ Department of Environmental Protection
Office of Transactions & Public Land Administration
401 East State Street, 7th Floor
Trenton, NJ 08625-0420
Attn.: Jessica Patterson

Re: Township of Hillsborough Recreation and Open Space Inventory ("ROSI")

Property: Auten Road, Block 150, Lot 4Q Farm, Hillsborough, NJ
Our File: HRE

Dear Ms. Patterson

This office represents the Township of Hillsborough. The Township is currently under contract to sell the above referenced property consisting of +/-57.172 acres of preserved farmland to NJ Farm Holding, LLC. The principles of this entity own the adjacent property and intend to operate an organic farm on the property. Although this property is not listed on the Township ROSI, a title search revealed a 2002 Declaration of Encumbrance that lists the property as part of the Township ROSI. The title search also revealed a 2008 Declaration of Encumbrance that does not list the property as part of the Township ROSI. The Township has no explanation as to why the property was listed in the 2002 Declaration of Encumbrance other than it being an inadvertent mistake since the property has always been held by the Township as preserved farmland under the terms and conditions of a 2000 Deed of Easement.

In order for the Township to complete the contracted sale of the property, the title company has requested the Township obtain from the NJDEP a release of the property from the 2002 Declaration of Encumbrance. A form of Release for execution by the NJDEP is enclosed herewith. The relevant facts supporting the same are set forth below and the supporting documentation is attached. Your review and prompt response is appreciated.

-September 20, 2000 – The Somerset County Agriculture Development Board purchases all nonagricultural development rights to the property from the owner, 255 Triangle Associates, L.P. The Deed of Easement expressly requires the property to be retained for agricultural use and production. See Deed of Easement attached hereto as **Exhibit A**.

-December 21, 2000 – 255 Triangle Associates, L.P., conveys the property to the Township of Hillsborough by way of gift. No Green Acres or Open Space Funds are used to acquire the property. See Deed attached hereto as **Exhibit B**.

-January 25, 2002 – The Township of Hillsborough provides the NJDEP with a Declaration of Encumbrance that lists the property as part of the Township ROSI. See 2002 Declaration of Encumbrance attached hereto as **Exhibit C**.

-June 25, 2008 – The Township of Hillsborough provides the NJDEP with an updated Declaration of Encumbrance that does not list the property as part of the Township ROSI. See 2008 Declaration of Encumbrance attached hereto as **Exhibit D**.

-Since acquiring the property, the Township of Hillsborough has leased the property for nominal consideration to a local tenant farmer who has farmed the property in accordance with the terms and conditions of the Deed of Easement. The property has never been used for open space or recreation purposes and any such use would be inconsistent with the terms and conditions of the Deed of Easement held by the Somerset County Agricultural Development Board.

-February 28, 2023 – The Township of Hillsborough enters into a Contract for Sale of Real Estate with NJ Farm Holdings, LLC. The principles of this entity own the adjacent property and intend to operate an organic farm on the property. As per the terms of the Contract, the sale and use of the property is subject to the terms and conditions of the Deed of Easement. See Contract for Sale of Real Estate attached hereto as **Exhibit E**.

Very truly yours,
William J. Willard
William J. Willard

WJW
Enclosures

EXHIBIT A

E3-E
Page 1 of 6**DEED OF EASEMENT****STATE OF NEW JERSEY
AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM**

This Deed is made September 20, 2000.

BETWEEN 255 TRIANGLE ASSOCIATES, L.P., a New Jersey Limited Partnership,
Whose address is 12 Vreeland Avenue, Totowa, New Jersey, 07512, and is referred to as
the Grantor;

AND THE SOMERSET COUNTY AGRICULTURE DEVELOPMENT BOARD,
Whose address is 20 Grove Street, P.O. Box 3000, Somerville, New Jersey 08876, and
is referred to as the Grantee and/or Board.

The Grantor, Grantor's heirs, executors, administrators, personal or legal representatives,
successors and assigns grants and conveys to the Grantee a development easement and
all of the nonagricultural development rights and credits on the Premises, located in the
Township of Hillsborough, County of Somerset, described in the attached Schedule A,
incorporated by reference in this Deed of Easement, for and in consideration of the sum of
FIVE HUNDRED NINETY FOUR THOUSAND, FIVE HUNDRED EIGHTY EIGHT AND
80/100---(\$594,588.80)--DOLLARS. Any reference in this Deed of Easement to
"Premises" refers to the property described in Schedule A.

The tax map reference for the Premises is:

TOWNSHIP of HILLSBOROUGH**Block(s) 150, Lot(s) 4**

WHEREAS, the legislature of the State of New Jersey has declared that the development
of agriculture and the retention of farmlands are important to the present and future
economy of the State and the welfare of the citizens of the State; and

WHEREAS, the Grantor is the sole and exclusive owner of the Premises; and

WHEREAS, the Grantee believes that the retention and preservation of agricultural lands
is beneficial to the public health, safety and welfare of the citizens of Somerset County;

NOW THEREFORE, THE GRANTOR, GRANTOR'S HEIRS, EXECUTORS,
ADMINISTRATORS, PERSONAL OR LEGAL REPRESENTATIVES, SUCCESSORS AND
ASSIGNS PROMISES that the Premises will be owned, used and conveyed subject to,
and not in violation of the following restrictions:

1. Any development of the Premises for nonagricultural purposes is expressly
prohibited.

2. The Premises shall be retained for agricultural use and production in compliance
with N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and all other rules promulgated by the State
Agriculture Development Committee, (hereinafter Committee). Agricultural use shall mean
the use of the Premises for common farm site activities including, but not limited to:
production, harvesting, storage, grading, packaging, processing and the wholesale and
retail marketing of crops, plants, animals and other related commodities and the use and
application of techniques and methods of soil preparation and management, fertilization,
weed, disease and pest control, disposal of farm waste, irrigation, drainage and water
management and grazing.

Prepared by: **THOMAS C. MILLER, County Counsel**

Print name and title

RECORDED IN DEED

BK 2317 PG 375



REC SEP 21/2000 04:36PM 035905

SOMERSET COUNTY CLERK OCK

.00

3. Grantor certifies that at the time of the application to sell the development easement to the Grantee and at the time of the execution of this Deed of Easement the nonagricultural uses indicated on attached Schedule (B) existed on the Premises. All other nonagricultural uses are prohibited except as expressly provided in this Deed of Easement.

4. All nonagricultural uses, if any, existing on the Premises at the time of the landowner's application to the Grantee as set forth in Section 3 above may be continued and any structure may be restored or repaired in the event of partial destruction thereof, subject to the following:

- i. No new structures or the expansion of pre-existing structures for nonagricultural use are permitted;
- ii. No change in the pre-existing nonagricultural use is permitted;
- iii. No expansion of the pre-existing nonagricultural use is permitted; and
- iv. In the event that the Grantor abandons the pre-existing nonagricultural use, the right of the Grantor to continue the use is extinguished.

5. No sand, gravel, loam, rock, or other minerals shall be deposited on or removed from the Premises excepting only those materials required for the agricultural purpose for which the land is being used.

6. No dumping or placing of trash or waste material shall be permitted on the Premises unless expressly recommended by the Committee as an agricultural management practice.

7. No activity shall be permitted on the Premises which would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation, nor shall any other activity be permitted which would be detrimental to the continued agricultural use of the Premises.

- i. Grantor shall obtain within one year of the date of this Deed of Easement, a farm conservation plan approved by the local soil conservation district.
- ii. Grantor's long term objectives shall conform with the provisions of the farm conservation plan.

8. Grantee and Committee and their agents shall be permitted access to, and to enter upon, the Premises at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions of this Deed of Easement. Grantee agrees to give Grantor, at least 24 hours advance notice of its intention to enter the Premises, and further, to limit such times of entry to the daylight hours on regular business days of the week.

9. Grantor may use the Premises to derive income from certain recreational activities such as hunting, fishing, cross country skiing and ecological tours, only if such activities do not interfere with the actual use of the land for agricultural production and that the activities only utilize the Premises in its existing condition. Other recreational activities from which income is derived and which alter the Premises, such as golf courses and athletic fields, are prohibited.

10. Nothing shall be construed to convey a right to the public of access to or use of the Premises except as stated in this Deed of Easement or as otherwise provided by law.

11. Nothing shall impose upon the Grantor any duty to maintain the Premises in any particular state, or condition, except as provided for in this Deed of Easement.

12. Nothing in this Deed of Easement shall be deemed to restrict the right of Grantor, to maintain all roads and trails existing upon the Premises as of the date of this Deed of Easement. Grantor shall be permitted to construct, improve or reconstruct any roadway necessary to service crops, bogs, agricultural buildings, or reservoirs as may be necessary.

RU



13. At the time of this conveyance, Grantor has no (0) existing single family residential buildings on the Premises and no (0) residential buildings used for agricultural labor purposes. Grantor may use, maintain, and improve existing buildings on the Premises for agricultural, residential and recreational uses subject to the following conditions:

- i. Improvements to agricultural buildings shall be consistent with agricultural uses;
- ii. Improvements to residential buildings shall be consistent with agricultural or single and extended family residential uses. Improvements to residential buildings for the purpose of housing agricultural labor are permitted only if the housed agricultural labor is employed on the Premises; and
- iii. Improvements to recreational buildings shall be consistent with agricultural or recreational uses.

14. Grantor may construct any new buildings for agricultural purposes. The construction of any new buildings for residential use, regardless of its purpose, shall be prohibited except as follows:

1. To provide structures for housing of agricultural labor employed on the Premises but only with the approval of the Grantee and the Committee. If Grantee and the Committee grant approval for the construction of agricultural labor housing, such housing shall not be used as a residence for Grantor, Grantor's spouse, Grantor's parents, Grantor's lineal descendants, adopted or natural, Grantor's spouse's parents, Grantor's spouse's lineal descendants, adopted or natural; and
- ii. To construct a single family residential building anywhere on the Premises in order to replace any single family residential building in existence at the time of conveyance of this Deed of Easement but only with the approval of the Grantee and Committee.
- iii. No residual dwelling site opportunities have been allocated pursuant to the provisions of N.J.A.C. 2:76-6.17. No residential buildings are permitted on the Premises except as provided in this Deed of Easement.

For the purpose of this Deed of Easement:

"Residual dwelling site opportunity" means the potential to construct a residential unit and other appurtenant structures on the Premises in accordance with N.J.A.C. 2:76-6.17.

15. The land and its buildings which are affected may be sold collectively or individually for continued agricultural use as defined in Section 2 of this Deed of Easement. However, no division of the land shall be permitted without the joint approval in writing of the Grantee and the Committee. In order for the Grantor to receive approval, the Grantee and Committee must find that the division shall be for an agricultural purpose and result in agriculturally viable parcels. Division means any division of the Premises, for any purpose, subsequent to the effective date of this Deed of Easement.

- i. For purposes of this Deed of Easement, "Agriculturally viable parcel" means that each parcel is capable of sustaining a variety of agricultural operations that yield a reasonable economic return under normal conditions, solely from each parcel's agricultural output.

16. In the event of any violation of the terms and conditions of this Deed of Easement, Grantee or the Committee may institute, in the name of the State of New Jersey, any proceedings to enforce these terms and conditions including the institution of suit to enjoin such violations and to require restoration of the Premises to its prior condition. Grantee or the Committee do not waive or forfeit the right to take any other legal action necessary to insure compliance with the terms, conditions, and purpose of this Deed of Easement by a prior failure to act.



17. This Deed of Easement imposes no obligation or restriction on the Grantor's use of the Premises except as specifically set forth in this Deed of Easement.

18. This Deed of Easement is binding upon the Grantor, the Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns and the Grantee; it shall be construed as a restriction running with the land and shall be binding upon any person to whom title to the Premises is transferred as well as upon the heirs, executors, administrators, personal or legal representatives, successors, and assigns of all such persons.

19. Throughout this Deed of Easement, the singular shall include the plural, and the masculine shall include the feminine, unless the text indicates otherwise.

20. The word 'Grantor' shall mean any and all persons who lawfully succeed to the rights and responsibilities of the Grantor, including but not limited to the Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns.

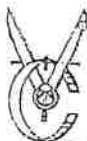
21. Wherever in this Deed of Easement any party shall be designated or referred to by name or general reference, such designation shall have the same effect as if the words, 'heirs, executors, administrators, personal or legal representatives, successors and assigns' have been inserted after each and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

22. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns further transfers and conveys to Grantee all of the nonagricultural development rights and development credits appurtenant to the lands and Premises described herein. Nothing contained herein shall preclude the conveyance or retention of said rights by the Grantee as may be permitted by the laws of the State of New Jersey in the future. In the event that the law permits the conveyance of said development rights, Grantee agrees to reimburse the Committee seventy(70%) percent of the value of the development rights as determined at the time of the subsequent conveyance.

23. That portion of the net proceeds, representing the value of the land only (and not the value of the improvements), of a condemnation award or other disposition of the Premises following termination of this Deed of Easement, as permitted pursuant to N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, shall be distributed among the Grantor and the Grantee in shares in proportion to the fair market value of their interests in the Premises on the date of execution of this Deed of Easement. For this purpose, the Grantee's allocable share of the proceeds shall be the net proceeds multiplied by a fraction, the numerator of which is the fair market value of the development easement as certified by the Committee at the time of the initial acquisition and the denominator of which is the full fair market value of the unrestricted Premises as certified by the Committee at the time of the initial acquisition, which is identified as (13,200/16,200). Furthermore, the Grantee's proceeds shall be distributed among the Grantee and the Committee in shares in proportion to their respective cost share grants on the date of execution of this Deed of Easement. The Grantee shall use its share of the proceeds in a manner consistent with the provisions of N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32.



Schedule A - Page 1 of 2



**Van Cleef
Engineering Associates**

Consulting Civil, Environmental & Municipal Engineering
Land Surveying • Professional Planning • Landscape Architecture

NEIL I. VAN CLEEF, N.J. P.E., L.S. & P.P.
ROBERT J. CLERICO, N.J. P.E. & P.P.
ROBERT B. HEIBEL, N.J. P.E., L.S. & P.P.
DANIEL A. NAGY, N.J. L.S. & P.P.
PAUL E. PODGORZELSKI, N.J. P.E. & P.P.

DESCRIPTION OF PROPERTY

Hillsborough Township
Somerset County, NJ
Lands N/F: 255 Triangle Associates, L.P.

March 15, 2000
Block 150, Lot 4
Auten Road

All that certain tract or parcel of land located on Auten Road in the Township of Hillsborough, County of Somerset, New Jersey, bounded and described as follows:

Commencing at a monument set at the intersection of the common line between Lots 4 and 7 in Block 150 and the future 50' Right-of-Way line of Auten Road, said intersection being in New Jersey Plane Coordinate System NAD 83 (NJPCS), having NJPCS values N-615680.92 feet and E-447712.60 feet and from said beginning point and in NJPCS bearing system running, thence: (1) along the common line between Lots 4 and 7 in Block 150, also being the Northwesterly line of lands now or formerly of Conrail, South, sixty-nine degrees, nineteen minutes, fifty-four seconds, West (S-69°-19'-54"-W), a distance of one thousand four hundred fifty-seven and ninety-one hundredths feet (1,457.91') to a monument found for a corner; thence (2) along the common line between Lots 4 and 5 in Block 150, North, nine degrees, three minutes, nineteen seconds, West (N-09°-03'-19"-W), a distance of one thousand four hundred ninety-five and fifteen hundredths feet (1,495.15') to an iron pin for a corner on the common line with Lot 20 in Block 150; thence (3) along the common line with Lot 20, North, sixty degrees, seventeen minutes, eighteen seconds, East (N-60°-17'-18"-E), a distance of one thousand seven hundred sixty-one and eighty-nine hundredths feet (1,761.89') to an iron pin for a corner between Lots 3 and 4 in Block 150; thence (4) along the common line between Lots 3 and 4, South, zero degrees, fifty minutes, forty-eight seconds, West (S-00°-50'-48"-W), a distance of two hundred sixty-five and fifteen hundredths feet (265.15') to an iron pin for a corner; thence (5) along another common line between Lots 3 and 4, South, eighty-eight degrees, thirty-three minutes, zero seconds, East (S-88°-33'-00"-E), a distance of one hundred forty-five and sixty-one hundredths feet (145.61') to a monument set at the future Right-of-Way line of Auten Road (50' from centerline); thence (6) along said future Right-of-Way line, also being the Agricultural Development Easement line, South, two degrees, thirty-nine minutes, zero seconds, West (S-02°-39'-00"-W), a distance of five hundred sixty-seven and ninety-seven hundredths feet (567.97') to a monument set on the common line between Lots 4 and 4A in Block 150; thence along common lines between Lots 4 and 4A the following three (3) courses: (7) North, eighty-seven degrees, twenty-one minutes, zero seconds, West (N-87°-21'-00"-W), a distance of five hundred twenty and zero hundredths feet (520.00') to a corner; thence (8) South, two degrees, thirty-nine minutes, zero seconds, West (S-02°-39'-00"-W), a distance of two hundred seventeen and ten hundredths feet (217.10') to a corner; thence (9) South, eighty-seven degrees, twenty-one minutes, zero seconds, East (S-87°-21'-00"-E), a distance of five hundred twenty and zero hundredths feet (520.00') to a monument set on the future Right-of-Way line of Auten Road (50' from centerline); thence (10) along said future Right-of-Way line, also being the Agricultural Development Easement line, South, two degrees, thirty-nine minutes, zero seconds, West (S-02°-39'-00"-W), a distance of seven hundred eighty-two and ninety-nine hundredths feet (782.99') to the point and place of beginning.

Containing 57.1720 acres of land.

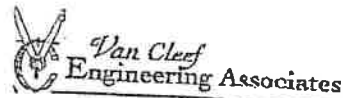
Please Reply To:

- CENTRAL NJ REGIONAL OFFICE • P.O. Box 275 • 339 Amwell Road • Belle Mead, N.J. 08502 • (908) 359-8291 • FAX # (908) 359-1580
- WESTERN NJ OFFICE • 1128 Route 31 • Lebanon, New Jersey 08833 • (908) 735-9500 • FAX # (908) 735-6364
- SOUTHERN NJ OFFICE • 2345 Route 33 • Robbinsville, New Jersey 08691 • (609) 259-3263 • FAX # (609) 259-0278
- NORTHERN NJ OFFICE • 114 Algonquin Parkway • Whippany, New Jersey 07981 • (973) 887-8711 • FAX # (973) 887-7749
- EASTERN PA OFFICE • 501 North Main Street • Doylestown, PA 18901 • (215) 345-1876 • FAX # (215) 345-1730
- LEHIGH VALLEY OFFICE • Main Street Commons • 557 Main Street • Bethlehem, PA 18018 • (610) 332-1772 • FAX # (610) 332-1771

F:\JobFile\991021\cor\m&b\Block 150, Lot 4.dwg

BX2317PG379

Schedule A - Page 2 of 2




Block 150, Lot 4
Auten Road
March 15, 2000
Page 2

The above described lands being subject to Easements, Restrictions and any other findings as determined by Title Commitment #TS990374 dated January 4, 2000 issued by Title Central as agents for Stewart Title Guaranty Company.

The hereinabove described lands being more particularly shown on a map entitled "Agricultural Development Easement, Prepared for Block 150, Lot 4, Situated in Hillsborough Township, Somerset County, New Jersey" prepared by Van Cleef Engineering Associates dated March 10, 2000 being VCEA File #7110-X-BNDRY/ADE.

Prepared by:


Daniel A. Nagy, NJ Professional
Land Surveyor, License #27513

DAN/cmb

BK2317PG380

SCHEDULE B

Grantor(s) certify at the time of the application to sell the development easement to the Grantee that no nonagricultural uses existed. Grantor(s) further certify that at the time of the execution of the Deed of Easement, no nonagricultural uses exist.

The Grantor signs this Deed of Easement as of the date of the top of the first page. If the Grantor is a corporation, this Deed of Easement is signed and attested to by its proper corporate officers, and its corporate seal, if any, is affixed.

255 TRIANGLE ASSOCIATES, L.P.

BY: 'BIG M HILLSBOROUGH, LLC,
general partner of 255 Triangle Associates, L.P.
BY: 'MCP INVESTMENTS, INC.,
Member of Big M Hillsborough, LLC

BY: [Signature] (L.S.)
Laurence H. Mandelbaum, President

BY: [Signature] (L.S.)
Martin E. Kwitter, Asst. Secretary

(CORPORATE ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF SOMERSET, SS.:

I CERTIFY that on September 19, 2000, the subscriber Martin E. Kwitter, personally appeared before me, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Assistant Secretary of MCP INVESTMENTS, INC., and (the Member of BIG M HILLSBOROUGH, LLC, General Partner of 255 TRIANGLE ASSOCIATES, L.P., a New Jersey Limited Partnership), the Corporation named in the within Instrument; that LAURENCE H. MANDELBAUM 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 as the Member of Big M Hillsborough, LLC, General Partner of 255 Triangle Associates, L.P., in presence of deponent, who thereupon subscribed his or her name thereto as attesting witness; and that the full and actual consideration paid to purchase a development easement as evidenced by the DEED OF EASEMENT is \$ 594,588.80 and the mutual obligations and benefits contained herein.

Sworn to and subscribed before me, the date aforesaid

[Signature]
MARTIN E. KWITTER
Assistant Secretary

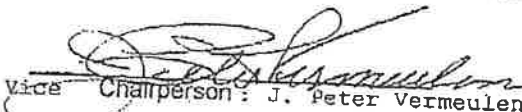
Sworn To and Subscribed Before Me
This 19th Day of September, 2000.

[Signature]
Rona Korman
An Attorney At Law of New Jersey

(COUNTY AGRICULTURE DEVELOPMENT BOARD)

Vice
THE UNDERSIGNED, being Chairperson of the Somerset County Agriculture Development Board, hereby accepts and approves the foregoing restrictions, benefits and covenants.

ACCEPTED AND APPROVED this 18th day of September, 2000.


Vice Chairperson: J. Peter Vermeulen
Somerset County Agriculture
Development Board

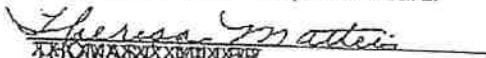
STATE OF NEW JERSEY, COUNTY OF SOMERSET, SS.:

I CERTIFY that on September 18, 2000,

J. Peter Vermeulen

personally came before me and acknowledged under oath, to my satisfaction that this person: (a) is named in and personally signed this DEED OF EASEMENT, (b) signed, sealed and delivered this DEED OF EASEMENT as the Board's act and deed; and (c) is the Chairperson of the Somerset County Agriculture Development Board.

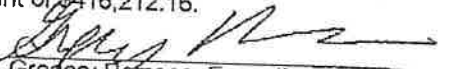
Vice


~~THOMAS MATTERS~~
County Counsel xxx

THERESA MATTERS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 23, 2003

(STATE AGRICULTURE DEVELOPMENT COMMITTEE)

The State Agriculture Development Committee has approved the purchase of the development easement on the Premises pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and has authorized a grant of 70% of the purchase price of the development easement to Somerset County in the amount of \$416,212.16.


Gregory Romano, Executive Director
State Agriculture Development Committee

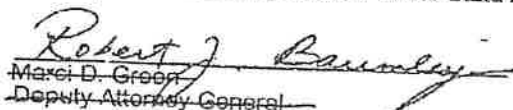
9-14-00
Date

STATE OF NEW JERSEY, COUNTY OF MERCER, SS.:

I CERTIFY that on September 14, 2000,

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

- (a) is named in and personally signed this DEED OF EASEMENT,
- (b) signed, sealed and delivered this DEED OF EASEMENT as the Committee's act and deed, and
- (c) is the Executive Director of the State Agriculture Development Committee.


Marc D. Green
Deputy Attorney General

ROBERT J. BAUMLEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 11, 2001

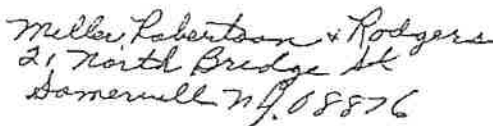

Miller Robertson & Rodgers
21 North Bridge St
Somerville N.J. 08876

EXHIBIT B

Deed

This Deed is made on December 21st, 2000

BETWEEN

255 TRIANGLE ASSOCIATES, L.P., a New Jersey limited partnership

whose address is 12 Vreeland Avenue, Totowa, New Jersey 07512,

referred to as the Grantor,

AND

THE TOWNSHIP OF HILLSBOROUGH,

whose post office address is 379 South Branch Road, Hillsborough, New Jersey 08844,

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 ZERO (\$0.00) DOLLARS as the within conveyance is being made solely as a gift from Grantor to Grantee.

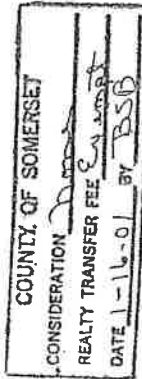
2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Township of Hillsborough
Block No.150 Lot No. 4Q Farm

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

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

See Schedule A attached hereto and made a part hereof.

Being a portion of the same premises conveyed to the Grantor herein by Deed of Distribution Land Systems Co. dated June 29, 1988, recorded on July 1, 1988 in the Somerset County Clerk's/Register's Office in Deed Book 1690 at Page 5.



REC JAN/16/2001 02:25PM 001702

SOMERSET COUNTY CLERK JLK 26.03

Prepared by: (print signer's name below signature)

MARK E. LICHTBLAU

LOT 4, BLOCK 150

METES AND BOUNDS DESCRIPTION

BEGINNING at the point of intersection of the northwesterly right-of-way line of the Trustee of the Property of the Lehigh Valley Railroad Company with the westerly right-of-way line of Auten Road; 32 feet wide; thence

1. Along said railroad right-of-way line $S69^{\circ}-14'-10''W$, a distance of 1,494.39 feet to a point, said point being marked by a found monument; thence
2. Along the easterly line of lands now or formerly of William H.V. Davis, et ux (Lot 5) $N09^{\circ}-09'-03''W$, a distance of 1,495.15 feet to a point in the southeasterly line of lands of Central Railroad of New Jersey (now Conrail); thence
3. Along the same $N60^{\circ}-10'-12''E$, a distance of 1,762.5 feet to a point; thence
4. Along the westerly line of lands now or formerly of Robert H. Goodell, et ux (Lot 3) $S0^{\circ}-45'-04''W$, a distance of 265.03 feet to an angle point; thence
5. Along the southerly line of said lands $S88^{\circ}-38'-44''E$, a distance of 179.12 feet to a point in the aforesaid westerly right-of-way line of Auten Road; thence
6. Along the same $S02^{\circ}-33'-16''W$, a distance of 569.62 feet to a point; thence
7. Along the northerly line of lands now or formerly of Gilman F. Graves, et ux (Lot 4A) $N87^{\circ}-26'-44''W$, a distance of 553.50 feet to an angle point; thence
8. Along the westerly line of said lands $S02^{\circ}-33'-16''W$, a distance of 217.10 feet to an angle point; thence
9. Along the southerly line of said lands $S87^{\circ}-26'-44''E$, a distance of 553.50 feet to a point in the above mentioned westerly right-of-way line of Auten Road; thence
10. Along the same $S02^{\circ}-33'-16''W$, a distance of 768.55 feet to the point and place of BEGINNING.

SUBJECT, HOWEVER to 150 feet wide and 200 feet wide easements granted to the Public Service Electric and Gas Company, running across the above described Tract of land.

BK2335PG573

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

ALL-STATE Legal
A Division of ALL-STATE International, Inc.
908-272-0800

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

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF PASSAIC

SS.

FOR RECORDER'S USE ONLY	
Consideration \$	<u>None</u>
Realty Transfer Fee \$	<u>Exempt</u>
Date	<u>1-16-01</u> By <u>BSB</u>

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

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

Deponent KENNETH A. MANDELBAUM (Name), being duly sworn according to law upon his/her oath

deposes and says that he/she is the Legal Representative of Grantor in a deed dated 12/21/2000
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 150 Lot No. 4Q Farm

located at Auten Road, Township of Hillsborough, Somerset County, NJ

(Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 0.00

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

Conveyance is a donation to Grantee, Township of Hillsborough, for NO CONSIDERATION.
(#7a and #7b)

(4) PARTIAL EXEMPTION FROM FEE

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

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

A) SENIOR CITIZEN (See Instruction #8.)

- ☐ Grantor(s) 62 yrs. of age or over. *

- ☐ One- or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.

- ☐ No joint owners other than spouse or other qualified exempt owners.

B) BLIND (See Instruction #8.)

- ☐ Grantor(s) legally blind. *

- ☐ One- or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of Sale.

- ☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)

- ☐ Grantor(s) permanently and totally disabled. *

- ☐ One- or two-family residential premises.

- ☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.

- ☐ Not gainfully employed.

- ☐ No joint owners other than spouse or other qualified exempt owners.

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

C) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)

- ☐ Affordable According to HUD Standards.

- ☐ Meets Income Requirements of Region.

(See Instruction #8.)

- ☐ Reserved for Occupancy.

- ☐ Subject to Resale Controls.

D) NEW CONSTRUCTION (See Instruction #9.)

- ☐ Entirely new improvement.

- ☐ Not previously used for any purpose.

- ☐ Not previously occupied.

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

Subscribed and sworn to before me
this 21st
day of December 2000

Kenneth A. Mandelbaum
Name of Deponent (sign above line)
12 Vreeland Avenue
Totowa, NJ 07512
Address of Deponent

KENNETH A. MANDELBAUM

Name of Grantor (type above line)
12 Vreeland Avenue
Totowa, NJ 07512
Address of Grantor at Time of Sale

Mark E. Lichblau
Attorney at Law - NJ

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.			
Instrument Number	<u>1702</u>	County	<u>Somerset</u>
Deed Number		Book	
Deed Dated	<u>12-21-00</u>	Page	
		Date Recorded	<u>1-16-01</u>

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

ORIGINAL - White copy to be retained by County.

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

TRIPLICATE - Pink Copy in your file copy.

BK2335 PG574

The street address of the Property is: Auten Road, Hillsborough, New Jersey.

4. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page.
(Print name below each signature.)

Witnessed by:


Mark E. Lichtblau

255 Triangle Associates, L.P.
By: Big M Hillsborough, LLC,
general partner of 255 Triangle
Associates, L.P.
By: M.C.P. Investments, Inc.,
member of Big M Hillsborough, LLC


By: 
KENNETH A. MANDELBAUM,
President

By: 
ROBERT EDMOND,
Assistant Secretary


STATE OF NEW JERSEY)
COUNTY OF PASSAIC) SS.

I CERTIFY that on December 21st, 2000, the subscriber, Robert Edmond, Assistant Secretary, personally appeared before me, who being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of MCP INVESTMENT, INC., (the Member of BIG M HILLSBOROUGH, LLC, general Partner of 255 TRIANGLE ASSOCIATES, L.P., a New Jersey Limited Partnership), the Corporation named in the within Instrument; that KENNETH A. MANDELBAUM is a 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 as the Member of Big M Hillsborough, LLC, General Partner of 255 Triangle Associates, L.P., in presence of deponent, who thereupon subscribed his or her name thereto as attesting witness; and that the full and actual consideration paid to Grantor for the conveyance as evidenced by the DEED is Zero (\$0.00) Dollars and the mutual obligations and benefits contained herein, as the within conveyance is being made solely as a gift from Grantor to Grantee.

Sworn to and subscribed before me, the date aforesaid.


ROBERT EDMOND
Asst. Secretary

Sworn to and subscribed before me
this 21st day of December, 2000.


Mark E. Lichtblau
Attorney at Law - State of New Jersey

Record & Return to:
Emil H. Philibosian, Esq.
Philibosian, Russell, Hillmurray & Kinneally, P. C.
1368 How Lane
Suite 200
P. O. Box 6015
North Brunswick, NJ 08902

DEED

Dated: December 21st, 2000

255 Triangle Associates, L.P.

Grantor,

TO

Township of Hillsborough

Grantee.

Record and return to:

✓ Emil H. Philibosian, Esq.
Philibosian, Russell, Killmurray
and Kinneally, P. C.
1368 How Lane
Suite 200
P. O. Box 6015
No. Brunswick, NJ 08902

EXHIBIT C

12p NO Fee
SF 3.00
chg 245

DECLARATION OF ENCUMBRANCE

HILLSBOROUGH TOWNSHIP

TO

THE STATE OF NEW JERSEY
Department of Environmental Protection

Record and return to

Department of Environmental Protection
Green Acres Program
P O Box 412
Trenton, New Jersey 08625-0412

Attention Susan D Seyboldt

Prepared by
Susan D. Seyboldt
Susan D Seyboldt

2/10/99
Forms/encs1



2003044433

BRETT A. RODI COUNTY CLERK
SOMERSET COUNTY, NJ
2003 APR 18 03 22 38 PM
BK 5341 PG 3153-3155
INSTRUMENT # 2003044433

Hillsborough Township
Ann Marie McCarthy Twp Clerk
379 South Branch Rd
Hillsborough NJ 08844

↑

5341 3153
R: 4-10-03

DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this 25th day of January, 2002, by the Township of Hillsborough, County of Somerset, ("Local Unit"), whose mailing address is 379 South Branch Road, Hillsborough, NJ 08844

The Local Unit makes this Declaration in consideration of the State of New Jersey, Department of Environmental Protection, Green Acres Program's agreement to provide funding in connection with

Hillsborough Land Acquisition
Project # 1810-96-051
As approved on 5/30/97

The attached exhibit to this Declaration is labeled "Recreation and Open Space Inventory," comprising ____ pages. This exhibit is incorporated into, and forms a part of this Declaration.

The Local Unit represents and warrants (a) that all lands described in the exhibit attached to this Declaration are held by it for recreation and conservation purposes, and (b) in accordance with N.J.S.A. 13 8A-1 et seq, N.J.S.A. 13 8A-19 et seq, N.J.S.A. 13.8A-35 et seq, N.J.A.C. 7 36-1.1 et seq, and all of the Green Acres Bond Acts (collectively, the "Green Acres Laws"), covenants, agrees, and declares that all lands described on the exhibit attached to this Declaration are subject to the covenants, restrictions, and conditions described in the Green Acres Laws, and further agrees that

- 1 The Local Unit shall not dispose of or divert to a use for other than recreation and conservation purposes any lands described in the exhibit attached to this Declaration without the approval of the Commissioner and State House Commission
- 2 Should lands held by the Local Unit for recreation or conservation purposes be, by mistake or inadvertence, omitted from the exhibit attached to this Declaration, such lands shall be subject to the terms and conditions of this Declaration to the same extent as though they had been included

DATE: 2001

Page 1 of 9

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

A Local Unit which receives a loan or grant from the State of New Jersey, Office of Green Acres shall not dispose of, or divert to a use for other than recreation and conservation purposes, any lands (1) acquired or developed with Green Acres or Federal Land and Water Conservation Fund assistance or (2) held by the Local Unit for recreation and conservation purposes at the "time of receipt of Green Acres funds" (the restricted lands) N.J.S.A. 13-8A-47. The primary purposes of this recreation and open space inventory (ROSI) are to document all restricted lands and to provide notice of the restrictions to title searchers.

Instructions

All restricted lands must be described on the completed ROSI by their block and lot identification numbers as shown on the current, official tax map and specify whether or not each parcel is funded or unfunded parkland. The Local Unit shall submit a tax map current as of the date of Green Acres application showing each parcel of parkland listed on the ROSI, with the approximate boundaries of each such parcel clearly marked in colored ink. Staff knowledgeable of the Local Unit's land use regulations and the uses of its land holdings must complete this ROSI. If only a portion of a current tax lot is to be restricted, the phrase part of or portion of shall be used on the ROSI. Deletion or omission of lands listed on previously submitted ROSI's is prohibited without prior written approval of the Office of Green Acres (See N.J.A.C. 7:36-20.3).

The completed ROSI must be duly executed and certified by the Local Unit's Chief Executive Officer and planning board chairperson (or equivalent). The page number and the total number of pages in the completed ROSI must be entered at the top right corner of each page.

All pages, including this Page 1 and the following Page 2, of the ROSI must be submitted.

Special Notes

Lands held by school boards, parking authorities, housing authorities, and similar public agencies without primary recreation or conservation responsibilities should not be inventoried unless they are also held for recreation and conservation purposes by the Local Unit.

If lands held by the Local Unit for recreation and conservation purposes are omitted from this ROSI by mistake, inadvertence, or otherwise, such lands shall be subject to the same terms and conditions, covenants, and restrictions as they would be if they were included. This ROSI, as completed and duly executed, shall be incorporated into, and be a part of, both (1) the Green Acres Project Agreement and (2) the Declaration of Encumbrance.

Recommendations

The Local Unit's planning board, and other boards or commissions, are encouraged to participate in the preparation and review of this ROSI. When preparing the ROSI, the listed parcels of parkland should be confirmed by reference to the tax maps that are required to be submitted as part of the Green Acres application (See N.J.A.C. 7:36-6.4(a)3ii or 12.4(a)4ii).

The Local Unit's governing body and planning board should designate, with appropriate descriptive labels, all lands listed on this ROSI in any revision or update of the following master plan elements: recreation plan, conservation plan, and land use plan.

The Local Unit's governing body should officially and permanently dedicate all lands held for recreation and conservation purposes. However, failure to do so shall have no effect on the validity of the Declaration.

Rev 1/29/99

EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY

Definitions

For the purposes of this ROSI, the following definitions shall apply whenever the quoted words, or a form of the word are used:

"Declaration" means the recordable, written instrument executed by the Local Unit which declares that all of the Local Unit's funded and unfunded parklands are subject to Green Acres restrictions

"Development" means any improvement or physical alteration designed to expand or enhance the use of parkland for recreation and conservation purposes.

"Funded parkland" means parkland that a Local Unit has acquired or that a Local Unit has developed with Green Acres funding.

"Held" means owned, leased, or otherwise controlled (by the Local Unit for recreation and conservation purposes).

"Lands" means real property, including improvements, rights-of-way, riparian and other rights, easements, privileges, and any other rights or interests in, relating to, or connected with real property

"Local Unit" means a municipality or county, or other local political subdivision of this State, or any agency thereof whose primary purpose is to acquire, administer, protect, develop, and maintain lands for recreation and conservation purposes

"Parkland" means land acquired, developed, and/or used for recreation and conservation purposes

"Recreation and conservation purposes" means the use of lands for parks, natural areas, forests, camping, fishing, reservoirs, water reserves, wildlife preserves, hunting, boating, winter sports and similar uses for either public outdoor recreation or conservation of natural resources, or both, pursuant to the Green Acres Bond Acts. This term also includes the use of historic areas pursuant to P.L. 1974, c.102; P.L. 1978, c.118, P.L. 1983, c.354, P.L. 1987, c.265, P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204, and the use of historic buildings and structures pursuant to P.L. 1992, c.88 and P.L. 1995, c.204; and the use of ecological and biological study areas pursuant to P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204

"ROSI" means the listing of all parcels of land held by a Local Unit for recreation and conservation purposes at the time of receipt of Green Acres funds, including a description sufficient to identify each such parcel

"Time of receipt of Green Acres funds" means at all times beginning on the date of the letter from the Department under N.J.A.C. 7:36-6.7 or 12.5 notifying the Local Unit of the amount of the Green Acres funding award and ending on the date of receipt of the first transmittal of Green Acres funds

"Unfunded parkland" means parkland, other than funded parkland, that is held by the Local Unit for recreation and conservation purposes at the time of receipt of Green Acres funds.

Legislative References

N.J.S.A. 13:8A-1 *et seq.*, N.J.S.A. 13:8A-19 *et seq.*, N.J.S.A. 8 A-35 *et seq.* (as amended and supplemented), N.J.A.C. 7:36-1*et seq.*, 16 U.S.C. 460 s 1 *et seq.*

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

Page 3 of 9

Local Unit Hillsborough Township County Somerset

NOTE All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named _____ and is dated _____, ~~19~~ 2001.

Developed and Partially Developed Lands Held for Recreation and Conservation Purposes
(*If necessary, use the first page following & after Page 4 for additional developed and partially developed lands)

Key	Municipal Location	Name	Block	Lot	Acres	Funded/Unfunded
4	Hall Avenue	Flagstone Park	28	3	32	0.51
		Flagstone Park	29	2, 4, 6, 7	32	2.560
11	Brooks Blvd.	Flagstone Park	30	7, 8, 9, 10, 11, 12, 13	32	1.89
2	Route 206	Village Green	41	8	32	0.66
6	Potomac Road	Dusbury Park	65	22	37	28.50
14	Triangle Road	Retall Playground	143	21A	6	13.16
10	Valley Road	Valley Rd Ballfield	149 12	1	F-5	2.93
1	Pleasantview Road	Valley Rd Ballfield	150 04	6	F-5	6.16
13	Amwell Road	Arm Van Middlesworth Park	152	9 01	38	4.10
9	Rine Road	Woodfield Park	175 06	1 01	6	4.40
12	Willow Road	Tennis Courts Rine Rd.	175 10	18	F-7	71.16
5	Pembroke Terr	Willow Rd Ballfield	177	18	F-7-A	18.40
3	Flagg Way	Pembroke Playground	203	20A	G-7	8.51
8	Woodenore Drive	Flagg Way Tennis Court	265 02	13	H-9	10.40
15	Triangle Road	Surrey Dr Ball Field	285 03	15 00	J-8	11.40
15	Triangle Road	Surrey Dr Ball Field	207 01	12	J-9	5.00
7	South Beach Road	Football Complex	207 01	15 00	J-9	2.90
16	Willow Road	Football Complex	151 13	13 00	O-S-C	6.29
		Soccer Field Portion of	149B	17A	O-S	14.31
		Baseball Complex	200B	1 02	F-5	24.91
				34	F-5	6.20
					H-8	30.93
						Unfunded

Subtotal of Acres on this page

277.50

Total Acres of developed and partially developed lands from all pages of this ROSI
*Block 151.13, Lot 13 and Block 151.09, Lot 174 - Right-Of-Way under review.
Both lots are encumbered by large PSE&G high tension line easements.

277.50

**EXHIBIT I to DECLARATION
RELATION AND OPEN SPACE INVENTORY**

Local Unit Hillsborough Township County Somerset

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named _____ and is dated xx 2001.

Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(*If necessary, use the second page following & after Page 4 for additional wholly undeveloped lands)

Key	Municipal Location	Name	Block	Lot	Acres	Funded/Unfu	
	Three Bridges Road		2	3	8	0.29	unfunded
	Amwell Road		5	37 01	14	60.049	Unfunded
A	River Road		8	9	10	29.69	Unfunded
	Riverside Drive		10	3	4	0.87	Unfunded
	Clawson Avenue		12	4	11	0.52	unfunded
	Sixth Street		20	11 00	31	0.19	Unfunded
	Second Street		34	9	32	0.12	unfunded
	Second Street		34	10	32	0.13	unfunded
	Hall Avenue		34	12	32	0.13	unfunded
	Camplain Road		86	19 00	28	0.900	unfunded
	Arizona Avenue		90	8	28	.09	Unfunded
	Tyler Street		121	1 08	30	0.046	unfunded
	Estelle Street		90	15	28	.09	unfunded
	Davids Lane		145	33 02	5	3.08	unfunded
	South Branch Road		149	15	F-6	6.00	Unfunded
II	Near So Branch Rd		149	36	36	6.17	Unfunded
C	South Branch Road	Portion of	149 01	1 01	F-6	1.10	unfunded
	Beekman Lane		149 01	15	F-6	0.130	unfunded
	Beekman Lane	Portion of	149 03	1	F-5	13.41	unfunded

Subtotal of Acres on this page

123.00

Total Acres of wholly undeveloped lands from all pages of this ROSI

1,486.71

CERTIFICATION. I HEREBY CERTIFY that this Exhibit I to Declaration, comprising 9 total pages, is a complete and accurate listing of all lands held by the Local Unit, as of this 28th day of December, xx2001, for recreation and conservation purposes during the time of receipt of Green Acres funding. This ROSI is being submitted to Green Acres as part of the project entitled _____

Joseph [Signature]
Chief Executive Officer of Local Unit
Date _____

Kenneth [Signature]
Planning Board Chairperson (or equivalent)
Date 2-14-2002

2/16/02
SDS

This Certification is to be signed only on this page, Page 4, of EXHIBIT I to DECLARATION

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY
(Continued)**

Page 5 of 9

**Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(* Alphabetical Key)**

*Key	Municipal Location	Name	Block	Lot	Acres	Funded/Unfunded
	Rohill Road		149 05	12	F-5	
	Rohill Road		149 06	24	F-5	0 14 unfunded
	April Valley Drive	Portion of	149 08	36	F-5	3 30 unfunded
	Hampshire Drive		149 08	41	F-5	13 02 unfunded
	Foster Street	Portion of	149 08	56	F-5	9 108 unfunded
	Denemer Road	Portion of	149 08	61	F-5	2 32 unfunded
	South Branch Road		149 08	81	F-5	1 49 unfunded
	South Branch Road		149 08	82	F-5	3 64 unfunded
	Peterson Road	Portion of	149 14	13	F-5	3 43 unfunded
	Auten Road	Portion of	150	4	F-5	5 83 unfunded
	Beekman Lane	Portion of	150	8	F-5	54 90 unfunded
QQQ	Auten Road	Portion of	150 01	18 00	F-5	37 75 unfunded
	Bennett Road		150 02	55	F-5	5 69 unfunded
I	Gulck Court		150 03	22	F-5	26 03 unfunded
	Auten Road		150 06	25	F-5	0 995 unfunded
			151	4	F-5	5 59 unfunded
	Valley Road					15 21 unfunded
K	Route 206		152	9 29	38	
	Montgomery Road	Portion of	153 06	1	H-6	4 13 unfunded
	Montgomery Road		166	1	14	10 47 unfunded
	Montgomery Road		166	3 02	14	8 540 unfunded
	Montgomery Road		167	8	14	10 63 unfunded
	Montgomery Road		169	27	24	8 82 unfunded
	Montgomery Road		169	30	24	59 89 unfunded
	Montgomery Road		169	33	24	4 22 unfunded
	Wertsville Road		171	1	14	1 17 unfunded
CCC	Wertsville Road		171	2	14	36 01 funded
	Davids Lane		171	6	14	0 16 unfunded
	Off Birozzi Lane		171	112 01	19	65 86 unfunded
	Montgomery Road		171	14C	20	28 58 unfunded
	Wertsville Road		171	142	20	3 18 unfunded
	Zion Road		171	6C	14	7 unfunded
	Zion Road		174	123	15	18 37 unfunded
	Dutchtown Road		174	135	20	0 25 unfunded
PPP	Murray Drive		174	200	25	0 46 unfunded
	Beekman Lane		174 04	19, 19 01	15	43 92 unfunded
			175	16 01	F-7-A	150 06 unfunded
						1 034 unfunded

Subtotal of Acres on this page

651.19

**EXHIBIT I to DECLARATION
RECREATION AND OPEN SPACE INVENTORY
(Continued)**

Page 6 of 9

**Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(* Alphabetical Key)**

*Key	Municipal Location	Name	Block	Lot	Acres	Funded/Unfu
	Amwell Road		175			
	Amwell Road Bypass	Portion of	175	19 01	F-6	2
UU	Amwell Road Bypass	Portion of	175	19 02	F-6	4 880
VV	Amwell Road Bypass		175	19 18	F-6	0 13
	Amwell Road		175	26	11	10 18
YY	Wescott Road	Portion of	175	30 01	11	0 98
XX	Wescott Road	Portion of	175	43	F-6	0 54
	Wescott & Bigley Road		175	59	F-6	1 29
	Amwell Road		175	74	F-6	9,475
TT	Amwell Road Bypass	Portion of	175	116	F-6	2 15
	Amwell Road		175	117	F-6	2 809
	Beekman Lane		175	118	F-6	0 380
KK	Pleasant View Road	Portion of	175 04	1	F-7-A	5 123
	Pleasantview Road		175 06	1	F-7-A	34 600
	Marshall Road		175 08	1	F-7-A	37 42
	Beekman Lane		175 08	84 01	F-7-A	3 981
	Case Drive		175 08	146	F-7-A	16 568
	Amwell Road		175 09	14	F-7-A	0 082
	Amwell Road		175 11	63 01	F-7-A	3 717
	Dumont Road		175 12	1		1 306
N	Oxford Place		177	21	G-8	6 08
	Oxford Place		177	22	G-8	9 79
Q	Flanders Court	Portion of	177 02	77	G-7-F	10 260
R	Pinney Woods Drive		182	57	H-6	10 71
S	Hamilton Road		199	53	G-6	3 8
T	Deer Haven Drive		199	110	H-6	15 29
U	Deer Haven Drive		203	9	J-10	11 91
V	Scott Drive		203	12	J-10,H-10	3 80
OOO	Ivy Lane		203	22	H-9	12 36
CC	Hillsborough Road		203	15A	H-10	1 65
	Scott Drive		203 01	1	H-8	13 13
	Joshua Drive	Portion of	203 05	1	H-8	12 080
DD	I-Hillsborough Road	Portion of	203 05	28	J-9	0 160
	Kulmer Drive	Portion of	203 06	1	H-8	6 05
	Hillsborough Road		203 07	1	H-9	0 631
LL	Cornell Trail	Portion of	205	46	J-8	27 70
JJ	Flags Way		205 01	4	J-8	3 73
	Cornell Trail		205 03	16	J-8	2 05
MM	Amsterdam Drive		205 04	8	J-8	6 734
	Horseshoe Drive		205 10	16 00	K-9	10 21
		Portion of	205 11	54	K-9	0 120
						unfunded

Subtotal of Acres on this page

305.85

**EXHIBIT I to DECLARATION
RECREATION AND OPEN SPACE INVENTORY
(Continued)**

**Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(* Alphabetical Key)**

*Key	Municipal Location	Name	Block	Lot	Acres	Funded/Unfunded
	Millstone River Road	Portion of	205 15	38 K-8	13 670	unfunded
	Amsterdam Drive	Portion of	207	3 02 K-9	1 010	unfunded
GGG	South Woods Road		207	20 J-8	4 36	Unfunded
	Surrey Drive	Portion of	207 01	15 00 J-9	5 80	unfunded
	Mulford Lane	Portion of	207 01	23 J-10	2 01	unfunded
PP	Southwoods Road	Portion of	207 01	35 J-10	15 29	unfunded
QQ	Near Mulford Lane	Portion of	207 01	36 J-9	12 63	unfunded
	Near Mulford Lane	Portion of	207 01	37 J-9	2 93	unfunded
	Walker Drive	Portion of	207 01	53 01 J-10	2 080	unfunded
OO	Conley Drive	Portion of	207 01	91 J-10	3 08	unfunded
	Steeple Drive	Portion of	207 02	53 K-9	8 96	unfunded
	O'Connor Drive	Portion of	208	20 J-9	4 35	unfunded
RR	Route 206		141D	1 36	2 15	unfunded
AAA	Buckland Drive		149C	24 F-6	3 16	Unfunded
ZZ	Conover Drive		149D	1 F-6	2 60	Unfunded
	Conover Drive		149D	13 F-6	9 11	Unfunded
F	Near Peterson Road		149N	17 F-5	4 10	Unfunded
G	Rivendale Road		150B	6 F-5	18 39	Unfunded
BBB	New Amwell Road		150B	67 F-6	0 99	Unfunded
	Rivendell Road		150B	68 F-5	0 10	unfunded
H	Beckman Lane		150F	26 F-5	11 24	Unfunded
	Marshal Road	Portion of	163G	2 F-6-B	0 555	Unfunded
	Gemini Drive		163G	3 F-6-B	0 19	unfunded
	Merritt Drive		163G	5 F-6-B	0 04	unfunded
	Gemini Drive	Portion of	163G	11 F-6-C	0 203	unfunded
	Gemini Drive	Portion of	163G	14 F-6-C	0 100	unfunded
	Merritt Drive		163G	17 F-6-B	0 190	unfunded
	Marshall Road		163J	2 F-6-B	0 242	unfunded
	Marshall Road	Portion of	163J	3 F-6-B	0 366	Unfunded
	Marshall Road		163J	4 F-6-C	0 200	unfunded
J	Gemini Drive	Portion of	163K	7 F-6-C	2 79	unfunded
M	East Mountain Rd	Portion of	174A	16 39	5 67	unfunded
	Daval Road		174A	41 39	3 21	unfunded
WW	Wescott Road		175B	19 F-6	1 50	unfunded
	Bigley Road		175C	16 F-7	0 10	unfunded
SS	Pierston Drive		177E	21 00 G-7	1 61	unfunded
O	Pierston Drive		177F	1 G-7	7 02	unfunded
P	Dumont Road		177H	40 G-8	6 71	Unfunded
III	Gail Court		203C	10 J-9	0 79	Unfunded

Subtotal of Acres on this page

159.49

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY
(Continued)**

**Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(* Alphabetical Key)**

<u>*Key</u>	<u>Municipal Location</u>	<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acres</u>	<u>Funded/Unfu</u>	
W	Briar Way		203D	26	J-9	2 64	Unfunded
	Camden Road		203E	5	J-9	2 50	unfunded
	Camden Road		203E	5A	J-9	11 30	unfunded
X	Kilmer Drive		203E	6	J-9	2 50	Unfunded
	Kilmer Drive		203E	21A	J-9, H-9	7 86	Unfunded
Y	Camden Road		203G	13	J-9	7 80	Unfunded
	Deer Haven Drive		203G	44	J-10	13 57	Unfunded
Z	Michelle Lane		203I	10	H-9	9 38	Unfunded
	Michelle Lane		203I	46	H-9	13 04	Unfunded
	Stephen Way		203I	10A	H-9	0 742	unfunded
	Michelle Lane		203I	10D	H-9	6 58	Unfunded
	Michelle Road		203I	10E	H-9	0 25	Unfunded
III	Stephen Way		203I	10B	H-9	1 89	Unfunded
	Stephen Way		203I	10C	H-9	0 96	unfunded
KKK	Arlene Court		203J	9A	H-9	0 45	Unfunded
AA	Ivy Lane		203L	36	H-9	10 30	Unfunded
BB	Michelle Lane		203M	1	H-9	6 75	Unfunded
LLL	Willow Road		203V	1	H-9	0 65	Unfunded
E	Fairfield Lane		204A	7	J-8	4 22	Unfunded
EE	Piedmont Path		204B	1	H-8	14 44	Unfunded
	Piedmont Path		204B	1 A	J-8	10 42	Unfunded
FFF	Grafton Court		204C	1	J-8	0 93	Unfunded
EEE	Grafton Court		204C	13	J-8	1 53	Unfunded
FF	Fox Chase Run		204D	1	J-8	2 10	Unfunded
DDD	Fox Chase Run		204E	15	J-8	2 20	Unfunded
	Hillsborough Road		204F	10	J-8	22 18	Unfunded
	Valmor Road		204F	65	H-8	12 69	unfunded
	Francis Drive	Portion of	204F	69	H-8	2 42	Unfunded
	Hillsborough Road	Portion of	204F	10A	J-8	8 67	Unfunded
GG	Hillsborough Road		204F	10B	J-8	6 22	Unfunded
MM	Huntsman Lane		204G	1	H-8	3 79	Unfunded
M	Hillsborough Road	Portion of	204H	1	H-8	1 880	Unfunded

Subtotal of Acres on this page

192.85

EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY
 (Continued)

Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
 (* Alphabetical Key)

<u>*Key</u>	<u>Municipal Location</u>	<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acres</u>	<u>Funded/Unfu</u>
	Hillsborough Road		204H	10		
D	Hunt Club Road		204J	58	H-8	12 653
D	Hunt Club Road		204J	7A	H-8	0 63
HH	Valinor Road		204L	12	H-8	2 97
NN	Riverview Terrace	Portion of	207A	27	J-10	3 09
NNN	Riverview Terrace		207K	23	J-9	8 51
	Riverview Terrace		207N	4	J-9	1 49
HHH	Woodmere Drive		207P	13	J-9	6 83
B	Brooks Blvd		65D	6	37	2 16
						16 00
						Unfunded

Subtotal of Acres on this page

54.33

Witnessed By

[Signature]

[Signature]
(official designated in resolution)

STATE OF NEW JERSEY)

COUNTY OF SOMERSET)

ss

I CERTIFY that on January 25, 2002 personally came before me
Joseph Riccio Jr. and stated to my satisfaction that he/she is the individual
who signed this Declaration and that he/she

- a is authorized to execute this Declaration, and
b executed this Declaration as his/her own act, and as the act of the
Hillsborough Twp (municipality) represented by him/her as
Mayor

[Signature]
(print name and title below signature)
Paul W. McPhee
Township Clerk

Dianne D. Bornesser

DIANNE G BORNESSESSER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 9, 2006



BRETT A RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P O BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 04/10/2003 03:22:38 PM
Book: OPR 5341 Page: 3153-3165
Instrument No : 2003044433
AGTDEED 13 PGS \$3.00

Recorder: HAJDUNEMET

DO NOT DISCARD



2003044433

EXHIBIT D

14p 8-chg
(265) TTN

DECLARATION OF ENCUMBRANCE

TOWNSHIP OF HILLSBOROUGH
Somerset County

TO

THE STATE OF NEW JERSEY
Department of Environmental Protection

Record and return to:

Albert E. Cruz, Esq.
DiFrancesco, Bateman, Coley, Yospin,
Kunzman, Davis & Lehrer, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059

Prepared by:

Lisa Stern
Lisa Stern

2/10/99
Forms/encog1



2008043451

BRETT A. RODE COUNTY CLERK
SOMERSET COUNTY, NJ
2008 FEB 12 11:15:51 AM
RECORDED
INSTRUMENT # 2008043451

6162-1107
R: 9-12-08

effects
if any

DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this 25th day of June, 2008 by the Township of Hillsborough, County of Somerset ("Local Government Unit"), whose mailing address is 379 South Branch Road, Hillsborough, NJ 08844

The Local Government Unit makes this Declaration in consideration of the State of New Jersey, Department of Environmental Protection, Green Acres Program's agreement to provide funding in connection with:

Hillsborough Land Acquisition
Project # 1810-96-051
As approved on May 30, 1997

The attached exhibit to this Declaration is labeled "Recreation and Open Space Inventory," comprising 11 pages. This exhibit is incorporated into, and forms a part of this Declaration.

The Local Government Unit represents and warrants (a) that all lands described in the exhibit attached to this Declaration are held by it for recreation and conservation purposes, and (b) in accordance with N.J.S.A. 13:8A-1 et seq., N.J.S.A. 13:8A-19 et seq., N.J.S.A. 13:8A-35 et seq., N.J.A.C. 7:36-1.1 et seq., and all of the Green Acres Bond Acts (collectively, the "Green Acres Laws"), covenants, agrees, and declares that all lands described on the exhibit attached to this Declaration are subject to the covenants, restrictions, and conditions described in the Green Acres Laws, and further agrees that:

1. The Local Government Unit shall not dispose of or divert to a use for other than recreation and conservation purposes any lands described in the exhibit attached to this Declaration without the approval of the Commissioner and State House Commission.
2. Should lands held by the Local Government Unit for recreation or conservation purposes be, by mistake or inadvertence, omitted from the exhibit attached to this Declaration, such lands shall be subject to the terms and conditions of this Declaration to the same extent as though they had been included.

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

A Local Unit which receives a loan or grant from the State of New Jersey, Office of Green Acres shall not dispose of, or divert to a use for other than recreation and conservation purposes, any lands (1) acquired or developed with Green Acres or Federal Land and Water Conservation Fund assistance or (2) held by the Local Unit for recreation and conservation purposes at the "time of receipt of Green Acres funds" (the restricted lands) N.J.S.A. 13:8A-47. The primary purposes of this recreation and open space inventory (ROSI) are to document all restricted lands and to provide notice of the restrictions to title searchers.

Instructions

All restricted lands must be described on the completed ROSI by their block and lot identification numbers as shown on the current, official tax map and specify whether or not each parcel is funded or unfunded parkland. The Local Unit shall submit a tax map current as of the date of Green Acres application showing each parcel of parkland listed on the ROSI, with the approximate boundaries of each such parcel clearly marked in colored ink. Staff knowledgeable of the Local Unit's land use regulations and the uses of its land holdings must complete this ROSI. If only a portion of a current tax lot is to be restricted, the phrase *part of or portion of* shall be used on the ROSI. Deletion or omission of lands listed on previously submitted ROSI's is prohibited without prior written approval of the Office of Green Acres (See N.J.A.C. 7:36-20.3).

The completed ROSI must be duly executed and certified by the Local Unit's Chief Executive Officer and planning board chairperson (or equivalent). The page number and the total number of pages in the completed ROSI must be entered at the top right corner of each page.

All pages, including this Page 1 and the following Page 2, of the ROSI must be submitted.

Special Notes

Lands held by school boards, parking authorities, housing authorities, and similar public agencies without primary recreation or conservation responsibilities should not be inventoried unless they are also held for recreation and conservation purposes by the Local Unit.

If lands held by the Local Unit for recreation and conservation purposes are omitted from this ROSI by mistake, inadvertence, or otherwise, such lands shall be subject to the same terms and conditions, covenants, and restrictions as they would be if they were included. This ROSI, as completed and duly executed, shall be incorporated into, and be a part of, both (1) the Green Acres Project Agreement and (2) the Declaration of Encumbrance.

Recommendations

The Local Unit's planning board, and other boards or commissions, are encouraged to participate in the preparation and review of this ROSI. When preparing the ROSI, the listed parcels of parkland should be confirmed by reference to the tax maps that are required to be submitted as part of the Green Acres application (See N.J.A.C. 7:36-6.4(a)3ii or 12.4(a)4ii).

The Local Unit's governing body and planning board should designate, with appropriate descriptive labels, all lands listed on this ROSI in any revision or update of the following master plan elements: recreation plan, conservation plan, and land use plan.

The Local Unit's governing body should officially and permanently dedicate all lands held for recreation and conservation purposes. However, failure to do so shall have no effect on the validity of the Declaration.

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

Page 2 of 11

Definitions

For the purposes of this ROSI, the following definitions shall apply whenever the quoted words, or a form of the word are used:

"Declaration" means the recordable, written instrument executed by the Local Unit which declares that all of the Local Unit's funded and unfunded parklands are subject to Green Acres restrictions.

"Development" means any improvement or physical alteration designed to expand or enhance the use of parkland for recreation and conservation purposes.

"Funded parkland" means parkland that a Local Unit has acquired or that a Local Unit has developed with Green Acres funding.

"Held" means owned, leased, or otherwise controlled (by the Local Unit for recreation and conservation purposes).

"Lands" means real property, including improvements, rights-of-way, riparian and other rights, easements, privileges, and any other rights or interests in, relating to, or connected with real property.

"Local Unit" means a municipality or county, or other local political subdivision of this State, or any agency thereof whose primary purpose is to acquire, administer, protect, develop, and maintain lands for recreation and conservation purposes.

"Parkland" means land acquired, developed, and/or used for recreation and conservation purposes.

"Recreation and conservation purposes" means the use of lands for parks, natural areas, forests, camping, fishing, reservoirs, water reserves, wildlife preserves, hunting, boating, winter sports and similar uses for either public outdoor recreation or conservation of natural resources, or both, pursuant to the Green Acres Bond Acts. This term also includes the use of historic areas pursuant to P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204; and the use of historic buildings and structures pursuant to P.L. 1992, c.88 and P.L. 1995, c.204; and the use of ecological and biological study areas pursuant to P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204.

"ROSI" means the listing of all parcels of land held by a Local Unit for recreation and conservation purposes at the time of receipt of Green Acres funds, including a description sufficient to identify each such parcel.

"Time of receipt of Green Acres funds" means at all times beginning on the date of the letter from the Department under N.J.A.C. 7:36-6.7 or 12.5 notifying the Local Unit of the amount of the Green Acres funding award and ending on the date of receipt of the first transmittal of Green Acres funds.

"Unfunded parkland" means parkland, other than funded parkland, that is held by the Local Unit for recreation and conservation purposes at the time of receipt of Green Acres funds.

Legislative References

N.J.S.A. 13:8A-1 et seq.; N.J.S.A. 13:8A-19 et seq.; N.J.S.A. 8:A-35 et seq. (as amended and supplemented); N.J.A.C. 7:36-1 et seq.; 16 U.S.C. 460 s.1 et seq.

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

Page 3 of 10

Local Unit: Hillsborough Township County: Somerset

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named _____ and is dated _____, 19 ____.

Developed and Partially Developed Lands Held for Recreation and Conservation Purposes
(*If necessary, use the first page following & after Page 4 for additional developed and partially developed lands)

Key	Municipal Location	Name	Block	Lot	Tax Map #	Acres	Funded/Unfunded
B	7 th Street	Flagtown Park	28	3	32	0.51	Unfunded
B	7 th Street	Flagtown Park	29	2,4,6,7	32	2.56	Unfunded
B	7 th Street	Flagtown Park	30	7,8,9,10,11,12,13	32	1.89	Unfunded
B	7 th Street	Flagtown Park	41	8	32	0.66	Unfunded
N	Brooks Blvd.	Village Green	65	22	37	28.50	Unfunded
M	Route 206	Docherty Park	142	23A	6	15.43	Unfunded
C	South Branch Road	Flagtown Soccer Field	149.08	77	F-5	6.00	Unfunded
J	Peterson Road	Rohill Playground	149.12	1	F-5	2.95	Funded
L	Triangle Road	Portion of	150.04	6	F-5	17.40	Unfunded
K	Valley Road	Valley Rd Baseball Field	152	9,29	38	4.13	Unfunded
G	Pleasantview Road	AVM Park	175.06	1.01	F-7/11	71.16	Unfunded
F	Annwell Road	Woodfield Park	175.10	18	F-7-A	18.41	Funded
I	Rine Road	Tennis Courts Rine Rd	177	1B	G-7	8.51	Unfunded
P	Willow Road	Willow Road Ballfield	203	20A	H-9	10.38	Unfunded
R	Pembroke Terrace	Port. of Pembroke Plygd	205.02	13	J-8	11.3895	Unfunded
Q	Flagg Way	Flagg Way Tennis Court	205.03	15	J-8	4.63	Unfunded
Q	Flagg Way	Flagg Way Ballfield	205.03	16	J-8	2.05	Unfunded
S	Surrey Drive	Surrey Drive Ballfield	207.01	37	J-9	2.93	Unfunded
H	Triangle Road	Football Complex	151.13	13	G-5-C	14.31	Unfunded
H	Triangle Road	Football Complex	151.09	174	G-5	24.91	Unfunded
D	South Branch Road	Portion of Soccer Field	149.01	1.02	F-6	6.20	Unfunded
O	Willow Road	Baseball Complex	200B	34	H-7H-8	30.93	Unfunded

Subtotal of Acres on this page 285.83
Total Acres of developed and partially developed lands from all pages of this ROSI... 310.23

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named _____ and is dated _____, 19 ____.

[illegible]

Subtotal of Acres on this page 24.40

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

(Continued)

**Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(* Numerical Key)**

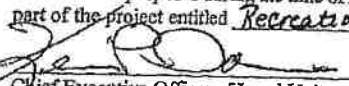
Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(*If necessary, use the second page following & after Page 4 for additional wholly undeveloped lands)

Key	Municipal Location	Name	Block	Lot	Tax Map #	Acres	Funded/Unfunded
	Three Bridges Road		2	3	8	.29	Unfunded
2	Amwell Road		5	37.01	14	60.49	Unfunded
3	River Road		8	9	10	29.70	Unfunded
	Riverside Drive		10	3	4	0.87	Unfunded
	Near Clawson Ave		12	4	11	0.52	Unfunded
39	River Road	Portion of	13.01	4.18	5	11.17	Unfunded
	Sixth Street		20	11	31	0.19	Unfunded
	Second Street		34	9	32	0.12	Unfunded
	Second Street		34	10	32	0.13	Unfunded
	Hall Avenue		34	12	32	0.13	Unfunded
	Camplain Road		86	19	28	.09	Unfunded
	So. 20 th Street		90	8	28	.09	Unfunded
	Tyler Street		121	1.08	30	.046	Unfunded
	Estelle Street		90	15	28	.09	Unfunded
48	Valley Road		143	7.19	6	4.29	Unfunded
48	Roycefield Road		143	11.03	6	.85	Unfunded

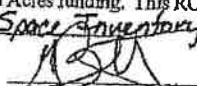
Subtotal of Acres on this page 109.06

Total Acres of wholly undeveloped lands from all pages of this ROSI 1,369.16

CERTIFICATION: I HEREBY CERTIFY that this Exhibit 1 to Declaration, comprising 11 total pages, is a complete and accurate listing of all lands held by the Local Unit, as of this 3 day of May, 20 ~~07~~ for recreation and conservation purposes during the time of receipt of Green Acres funding. This ROSI is being submitted to Green Acres as part of the project entitled Recreation & Open Space Inventory


Chief Executive Officer of Local Unit

Date:


Planning Board Chairperson (or equivalent)

Date:

This Certification is to be signed only on this page, Page 5, of EXHIBIT 1 to DECLARATION.

9/12/07
SDS

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**
(Continued)

Page 6 of 11

Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(* Numerical Key)

*Key	Municipal Location	Name	Block	Lot	Tax Map #	Acres	Funded/Unfunded
29	Near South Branch Rd		149.08	83	F-5	6.17	Unfunded
28	South Branch Road	Portion of	149.01	1.01	F-6	1.10	Unfunded
	Near South Branch Rd		149.01	15	F-6	.13	Unfunded
35	Beekman Lane	Portion of	149.03	1	F-5	13.41	Unfunded
	Rohill Road		149.05	12	F-5	.14	Unfunded
34	Rohill Road		149.06	24	F-5	3.30	Unfunded
31	April Valley Drive	Portion of	149.08	36	F-5	13.02	Unfunded
30	Foster Street	Portion of	149.08	56	F-5	2.48	Unfunded
32	Deriemer Road	Portion of	149.08	61	F-5	1.49	Unfunded
29	South Branch Road		149.08	81	F-5	3.64	Unfunded
29	South Branch Road		149.08	82	F-5	3.43	Unfunded
33	Peterson Road	Portion of	149.14	13	F-5	5.83	Unfunded
37	Beekman Lane	Portion of	150	8	F-5	37.75	Funded
45	Auten Road	Portion of	150.01	18	F-5	5.69	Unfunded
	Auten Road		150.01	30	34	.14	Unfunded
42	Auten Road		150.02	55	40	26.23	Unfunded
	Conard Court		150.03	15.01	F-5	.03	Unfunded
36	Bennett Road		150.03	22	F-5	.995	Unfunded
38	Gulick Court		150.06	25	F-5	5.59	Unfunded
40	Auten Road		151	1	6	30.42	Funded
41	Auten Road		151	4	6	15.21	Unfunded
46	Valley Road		152	9.01	38	4.10	Unfunded
47	Valley Road		152	11	6	4.40	Unfunded
52	Route 206		153.06	1	H-5, H-6	10.47	Unfunded
26	Amwell Road		163.08	1.01	F-6-B	1.87	Unfunded
	Marshal Road	Portion of	163.08	2	F-6-B	.555	Unfunded
	Merritt Drive		163.08	3	F-6-B	.29	Unfunded

Subtotal of Acres on this page

197.88

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

(Continued)

**Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(* Numerical Key)**

*Key	Municipal Location	Name	Block	Lot	Tax Map #	Acres	Funded/Unfunded	
		Merritt Drive	163.08	5	F-6-B	.04	Unfunded	
		Gemini Drive	163.08	6.01	F-6-C	.23	Unfunded	
		Marshal Road	163.08	11	F-6-C	.203	Unfunded	
		Gemini Drive	Portion of	163.08	14	F-6-C	.12	Unfunded
		Merritt Drive	Portion of	163.08	17	F-6-B	.224	Unfunded
		Marshal Drive		163.08	8	F-6-B, F-6-C	.242	Unfunded
		Marshal Drive	Portion of	163.08	10	F-6-B	.366	Unfunded
		Gemini Drive		163.08	7	F-6-C	2.80	Unfunded
4		Montgomery Road	Portion of	166	1	14	8.05	Funded
4		Montgomery Road		166	2	14	.16	Unfunded
4		Montgomery Road		166	3.02	14	10.63	Funded
4		Montgomery Road		167	8	14	8.82	Funded
7		Montgomery Road		169	27	24	59.89	Funded
7		Montgomery Road		169	30	24	3.92	Unfunded
8		Montgomery Road		169	33	24	1.17	Unfunded
5		Montgomery Road		171	1	14/19	36.01	Funded
5		Wertsville Road		171	2	14	49.35	Funded
5		Wertsville Road		171	6	14	55.85	Unfunded
6		Davids Lane		171	112.01	19	28.58	Funded
6		Off Pirozzi Lane		171	14C	20	3.18	Unfunded
6		Davids Lane		171	14L	20	9.62	Unfunded
6		Montgomery Road		171	14Z	20	7	Funded
5		Wertsville Road		171	6C	14	18.37	Unfunded
9		Long Hill Road		171	81	25	9.20	Unfunded
11		Long Hill Rd/Zion Rd		173	65	20	2.50	Unfunded
		Zion Road		174	123	15	.25	Unfunded
12		Zion Road		174	135	20	.46	Unfunded
12		Held Lane		174	136	20	.93	Unfunded
12		Zion Road		174	137A	20	3.16	Unfunded

Subtotal of Acres on this page

321.32

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

(Continued)

**Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(* Numerical Key)**

*Key	Municipal Location	Name	Block	Lot	Tax Map #	Acres	Funded/Unfunded
10	Dutchtown Road		174	200	25	43.92	Unfunded
13	Murray Drive		174.04	19.01	39	3.22	Unfunded
27	Beekman Lane		175	16.01	F-6	1.034	Unfunded
20	Amwell Road		175	19.01	F-6	1.73	Unfunded
19	Amwell Road	Portion of	175	19.02	F-6	4.88	Unfunded
	Amwell Road	Portion of	175	19.18	F-6	.13	Unfunded
15	Amwell Road	Portion of	175	30.01	11	.98	Unfunded
21	Wescott Road	Portion of	175	43	F-6	1.61	Unfunded
18	Wescott Road		175	59	F-6	1.28	Unfunded
17	Wescott & Bigley Rd		175	74	F-6	9.48	Unfunded
20	Amwell Road	Portion of	175	116	F-6	2.15	Unfunded
19	Amwell Road		175	117	F-6	2.81	Unfunded
19	Amwell Road		175	118	F-6	.04	Unfunded
	Beekman Lane		175.04	1	F-7-A	5.123	Unfunded
17	Pleasant View Road	Portion of	175.06	1	F-7-A	34.60	Unfunded
24	Marshall Road		175.08	84.01	F-7-A	3.98	Unfunded
23	Beekman Lane		175.08	146	F-7-A	16.57	Unfunded
	Case Drive		175.09	14	F-7-A	.082	Unfunded
25	Amwell Road		175.11	63.01	F-7-A	3.72	Unfunded
59	Near Dumont Round		177	21	G-8	6.08	Unfunded
60	Near Oxford Place		177	22	G-8	9.79	Unfunded
	Wallace Blvd.		177.02	49	G-7-E	49.24	Unfunded
57	Oxford Place	Portion of	177.02	77	G-7-F	10.26	Unfunded
53	Flanders Drive		182	57	H-5/H-6	10.71	Unfunded
55	Piney Woods Drive		199	53	G-6	3.08	Unfunded
54	Hamilton Road		199	110	H-6	15.29	Unfunded
84	Deer Haven Drive		203	9	J-10	11.91	Unfunded
82	Camden Road		203	12	J-10/H-10	3.80	Unfunded

Subtotal of Acres on this page

257.49

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**
(Continued)

Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(* Numerical Key)

*Key	Municipal Location	Name	Block	Lot	Tax Map #	Acres	Funded/Unfunded
75	Scott Drive		203	22	H-9	12.36	Unfunded
81	Ivy Lane		203	15A	H-10	1.65	Unfunded
62	Hillsborough Road		203.01	1	H-8,H-9	13.13	Unfunded
103	Willow Rd/Matthew Rd		203.03	1	H-9	1.13	Unfunded
75	Scott Drive	Portion of	203.05	1	H-8,H-9	12.08	Unfunded
	Joshua Drive	Portion of	203.05	28	J-9	.16	Unfunded
74	Hillsborough Road	Portion of	203.06	1	H-8,H-9	6.05	Unfunded
	Kilmer Drive		203.07	1	H-9	.631	Unfunded
	Slater Court		204	37.10	J-7	16.36	Unfunded
67	Fairfield Lane		204.07	19	H-8	4.13	Unfunded
98	Hillsborough Road	Portion of	205	46	J-8,K-8	27.70	Unfunded
95	Cornell Trail		205.01	4	J-8	3.73	Unfunded
96	Cornell Trail		205.04	8	J-8	6.73	Unfunded
93	Amsterdam Drive		205.10	16	K-9	10.21	Unfunded
100	Kloss Court		205.11	41	K-8	17.46	Unfunded
100	Horseshoe Drive	Portion of	205.11	54	K-9	.13	Unfunded
100	Horseshoe Drive	Portion of	205.11	58	K-9	3	Unfunded
99	Millstone River Road	Portion of	205.15	38	K-8	13.67	Unfunded
101	Amsterdam Drive	Portion of	207	3.02	K-9	1.01	Unfunded
88	Surrey Drive	Portion of	207.01	15	J-9	6.29	Unfunded
88	Mulford Lane		207.01	23	J-10	2.10	Unfunded
88	Near Mulford Lane	Portion of	207.01	36	J-10	12.63	Unfunded
88	Surrey Drive		207.01	12	J-9	2.86	Unfunded
88	Walker Drive	Portion of	207.01	53.01	J-10	2.08	Unfunded
89	Conley Drive	Portion of	207.01	91	J-10	3.08	Unfunded
102	Steeple Drive	Portion of	207.02	53	K-9	8.96	Unfunded
94	O'Conner Drive	Portion of	208	20	J-9	4.36	Unfunded
51	Route 206		141D	1	36	2.15	Unfunded

Subtotal of Acres on this page 195.83

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**
(Continued)

Page 10 of 11

**Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(* Numerical Key)**

*Key	Municipal Location	Name	Block	Lot	Tax Map #	Acres	Funded/Unfunded
42	New Amwell Road		150B	6	F-5	18.39	Unfunded
	New Amwell Road		150B	67	F-6	.99	Unfunded
	Rivendell Road		150B	68	F-5	.10	Unfunded
14	East Mountain Road	Portion of	174A	16	39	5.80	Unfunded
14	Daval Road		174A	41	39	3.28	Unfunded
16	Wescott Road		175B	19	F-6	1.50	Unfunded
	Bigley Road		175C	16	F-6	.10	Unfunded
56	Pierson Drive		177E	21	G-7	1.61	Unfunded
57	Pierson Drive		177F	1	G-7	7.02	Unfunded
58	Dumont Round		177H	40	G-7	6.71	Unfunded
76	Gail Court		203C	10	J-9	.79	Unfunded
86	Briar Way		203D	26	J-9	2.64	Unfunded
77	Camden Road		203E	5	J-9	2.50	Unfunded
77	Camden Road		203E	5A	J-9	.45	Unfunded
77	Kilmer Drive		203E	21A	J-9,H-9	7.78	Unfunded
85	Camden Road		203G	13	J-9	7.80	Unfunded
85	Deer Haven Drive		203G	44	J-10	13.57	Unfunded
78	Michelle Lane		203I	10	H-9	9.38	Unfunded
78	Michelle Lane		203I	46	H-9	13.04	Unfunded
	Stephen Way		203I	10A	H-9	.742	Unfunded
78	Michelle Lane		203I	10D	H-9	6.68	Unfunded
	Michelle Lane		203I	10E	H-9	.25	Unfunded
83	Stephen Way		203I	10B	H-9	1.89	Unfunded
83	Stephen Way		203I	10C	H-9	.96	Unfunded
	Arlene Court		203J	9A	H-9	.45	Unfunded
80	Ivy Lane		203L	36	H-9,H-10	10.30	Unfunded

Subtotal of Acres on this page

124.72

EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY
 (Continued)

Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
 (* Numerical Key)

*Key	Municipal Location	Name	Block	Lot	Tax Map #	Acres	Funded/Unfunded
79	Michelle Lane		203M	1	H-9	5.75	Unfunded
	Willow Road		203V	1	H-9	.65	Unfunded
68	Fairfield Lane		204A	7	J-8	4.22	Unfunded
71	Piedmont Path		204B	1	J-8	14.44	Unfunded
71	Piedmont Path		204B	1A	J-8	10.42	Unfunded
72	Grafton Court		204C	1	J-8	.93	Unfunded
70	Grafton Court		204C	13	J-8	1.53	Unfunded
73	Fox Chase Run		204.01	1	J-8	2.10	Unfunded
69	Fox Chase Run		204E	15	J-8	2.20	Unfunded
65	Hillsborough Road		204F	10	H-8,J-8	22.18	Unfunded
65	Valmor Road		204F	65	H-8	12.69	Unfunded
65	Francis Drive	Portion of	204F	69	H-8	2.42	Unfunded
65	Hillsborough Road	Portion of	204F	10A	J-8	8.67	Unfunded
65	Piedmont Path		204F	10B	H-8,J-8	6.22	Unfunded
64	Huntsman Lane		204G	1	H-8	3.79	Unfunded
63	Hillsborough Road	Portion of	204H	1	H-8	1.88	Unfunded
65	Hillsborough Road		204H	10	H-8	12.653	Unfunded
67	Hunt Club Road		204J	58	H-8	.63	Unfunded
67	Hunt Club Road		204J	7A	H-7,H-8	2.97	Unfunded
66	Valmor Road	Portion of	204L	12	H-8	3.09	Unfunded
92	Riverview Terrace		207A	27	K-10	8.51	Unfunded
91	Riverview Terrace		207K	23	J-10	1.49	Unfunded
90	Riverview Terrace		208	70	J-9	15.53	Unfunded
87	Woodmere Drive		207P	13	J-9	1.90	Unfunded
50	Brooks Blvd.		65D	6	37	16.0	Unfunded

Subtotal of Acres on this page

162.86

LOCAL GOVERNMENT
UNIT ATTORNEY

LOCAL GOVERNMENT UNIT CHIEF
EXECUTIVE OFFICER

Reviewed and approved

on June 25, 2008 By:

Albert E. Cruz
(signature)

Albert E. Cruz
(print name)

Date:

Kevin P. Davis
(signature)
ADMINISTRATOR/CLERK
(print name and title)

6/25/08

STATE OF NEW JERSEY

COUNTY OF SOMERSET

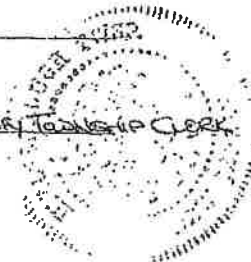
ss

I CERTIFY that on June 25, 2008, KEVIN P. DAVIS personally came before me,
(date) (official designated above)
BRANDIE SKOP, and stated to my satisfaction that he / she is the individual who
(Clerk Deputy Clerk)
signed this Declaration and that he / she

- a. is authorized to execute this Declaration, and
b. executed this Declaration as his/her own act, and as the act of the
HILLSBOROUGH represented by him/her as
(Local Government Unit)
ADMINISTRATOR/CLERK
(official's title)

Brandie Skop
Clerk (signature)

BRANDIE SKOP, Deputy Township Clerk
(print name and title)





BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 09/12/2008 11:18:51 AM
Book: OPR 6182 Page: 1107-1121
Instrument No.: 2008043451
TWP AGTDEED 15 PGS \$8.00

Recorder: HAJDUNEMET

DO NOT DISCARD



2008043451

EXHIBIT E

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale of Real Estate ("Contract") is made on Feb 28, 2023, between the Township of Hillsborough with an address at 379 South Branch Road, Hillsborough, New Jersey 08844 ("Seller") and NJ Farm Holdings, LLC, with an address at 255 Auten Road, Hillsborough, New Jersey 08844 ("Buyer").

1. Purchase Contract. The Seller agrees to sell and the Buyer agrees to buy the property referenced in this Contract.
2. Description of Property. The property to be sold consists of: (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this Contract. The real property to be sold is identified as Auten Road, Block 150, Lot 4Q Farm, Township of Hillsborough, Somerset County, New Jersey ("Property").
3. Purchase Price. The purchase price for the Property is Four Hundred Twenty Five Thousand (\$ 425,000.00). The Buyer will pay the purchase price and any other amounts due and owing at the time of closing.
4. Deposit Monies. Buyer has provided Seller with a deposit in the amount of \$10,000. The deposit shall be held in escrow by Seller and applied to the purchase price at the time of closing.
5. Time and Place of Closing. The closing of title shall take place within sixty (60) days of the execution of this Contract by the parties. The parties agree to fully cooperate so the closing can take place with this time period. The closing will be held at the law office of DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C., 15 Mountain Boulevard, Warren, New Jersey.
6. Personal Property and Fixtures. Many items of property become so attached to a building or real property that they become part of it. These items are called fixtures. All fixtures are included in the sale and are being sold "AS IS". Seller makes no representation as to the value or condition of any fixtures including in the sale.
7. Physical Condition of Property. The property is being sold "AS IS" subject to all existing conditions, defects, easements, encumbrances and restrictions. The Seller makes no representation as to the value or condition of the Property or any of the items included in the sale. The Seller also makes no representations as to the existence of any adverse environmental conditions or contamination on the Property. Buyer represents that Buyer has inspected the Property prior to the public auction and execution of this Contract and agrees to accept the Property "AS IS".
8. Ownership and Quality of Title. Seller is the owner of and has good and marketable title to the Property. Seller has not transferred any rights or placed any restrictions on the Property. Seller agrees to convey clear and marketable title to Buyer subject to all existing conditions, defects, easements, restrictions and encumbrances of record.

9. Transfer of Title. Seller will provide Buyer with a fully executed Bargain and Sale Deed with Covenants against Grantor's Acts, Affidavit of Title, Affidavit of Consideration, Seller Residency Certification, 1099 Reporting Forms and FIRPTA Certificate of Non Foreign Status at the time of transfer of title. The sale and use of the Property shall be subject to the Deed of Easement between 255 Triangle Associates, L.P., and the Somerset County Agricultural Development Board recorded with the Somerset County Clerk in Deed Book 2317 at Pages 375-383 preserving and restricting the use of the Property for farmland purposes the terms of which shall be incorporated into the Deed conveying title to the Property.

10. Realtor's Commission. The parties represent they have not used the services of a real estate agent and no real estate commissions are due and payable as a result of this transaction. Each party shall be responsible for payment of any real estate commissions attributable to their respective use of a realtor related to this transaction and all real estate commission due and owing shall be paid at the time of closing.

11. Parties Liable; Liquidated Damages. This Contract is binding upon all parties who sign it. Neither this Contract, nor any right or rights under this Contract, shall be assigned by the Buyer without the prior written consent of the Seller. Any assignment made in violation of these provisions shall be null and void. Buyer represents that he/she has sufficient cash available to consummate the within transaction. Unless the conditions of this Contract shall in all respects be complied with by Buyer in the manner provided in this Contract; Buyer shall lose all rights, remedies or actions either at law or equity under this Contract; Buyer shall lose the deposit as liquidated damages, such damages being difficult, if not impossible, to ascertain, and Seller shall be released from all obligations to convey said Property and retains the right to seek further damages due to Buyer's default; and this Contract shall become null and void and neither party shall have further rights against the other. Buyer agrees that this Contract shall not be recorded. If Seller is unable to convey title as set forth herein, Buyer's sole remedy shall be the return of Buyer's deposit.

12. Contingencies. This Contract shall only be contingent upon Seller being able to convey good and marketable title to the Property subject to all existing conditions, defects, easements, restrictions and encumbrances of record. This Contract shall not be contingent upon any inspections of the Property as the Property is being sold "AS IS" subject to all existing conditions and defects. This Contract shall not be contingent upon Buyer obtaining a mortgage loan or any financing for the purchase. Buyer expressly represents that Buyer has sufficient funds available to complete the purchase of the Property and satisfy Buyer's obligations under this Contract.

13. Attorney Review. This Contract was reviewed and prepared by Seller's attorney. While the terms and conditions herein are non-negotiable and will not be altered, the Contract has been made available for review by prospective purchasers and their legal representatives prior to the public auction and on the auction day itself. The parties agree that the three (3) day attorney review period does not apply to this transaction.

14. Complete and Binding Contract. This Contract is the entire and only Contract made between the Buyer and Seller with respect to the Property. Neither party has made any promises or guarantees of or affecting the Property which are not contained herein. This Contract binds the Seller and the Buyer and it replaces and cancels any previous Contracts between them. This Contract can only be changed or modified in writing signed by both parties. It is understood that willful refusal by either party to perform the promises and representations made by them in this Contract will subject the other party to damages.

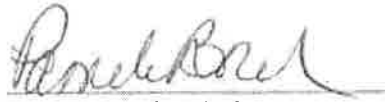
15. Assignment. Buyer may not assign its rights under this Contract without the express written consent of Seller.

16. Governing Law and Venue. This Contract shall be governed and construed in accordance with the laws of the State of New Jersey. Any claims of or arising out of this Contract shall be venued in the Somerset County Superior Court, Somerville, New Jersey.

17. Notices. All notices pertaining to this Contract shall be in writing. All notices shall be sent to the other party by certified mail, personal delivery, ordinary mail or facsimile transmission. Notices shall be considered effective if sent to the parties' attorneys.

18. Authorized Signatures. By execution of this Contract, the signatories represent they have full legal power and authority to execute this Contract for the purposes expressed herein and to bind the parties hereto.

Witness



Pamela Borek, Clerk

Township of Hillsborough



Shawn Lipani, Mayor

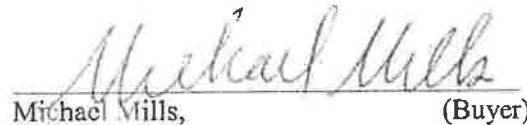
(Seller)

Witness



FRANK MICCOLIS

NJ Farm Holdings, LLC

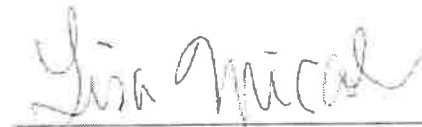


Michael Mills,

(Buyer)



FRANK MICCOLIS



Lisa Miccolis,

(Buyer)