

DEVELOPMENT APPLICATION
(REVISED)

Page 1 of 4

TOWN OF HACKETTSTOWN

1. GENERAL INFORMATION

A. Applicant: Name 109 Grand Avenue Associates, LLC

Street Address 1 Fairmount Road

Municipality Long Valley, NJ 07830

Telephone _____

B. Applicant Status:

Individual(s) ☐ Partnership ☒ Corporation ☐

Other ☐ Specify _____

C. If Applicant is a Partnership or Corporation, attach a list of the names of persons having a 10% interest or more in said partnership or Corporation.

Check here if list is attached. ☒

D. Applicant relationship to property: Owner ☐ Lessee ☐

Under Contract ☐ Other ☐ Specify _____

E. Property Owner (if other than Applicant):

Name Steve Bussel

Street Address 1 Fairmount Road

Municipality Long Valley, NJ 07830

Telephone 908-507-4103

F. Architect:

Name Mileto-Godsall Associates, LLC

Street Address 14 Beaver Brook Drive. Long Valley, NJ 07853

Telephone 908-876-9400

DEVELOPMENT APPLICATION
(REVISED)

Page 2 of 4

G. Attorney:

Name Michael S. Selvaggi, Esq.

Street Address 1001 Route 517

Municipality Hackettstown, NJ 07840

Telephone 908-852-2600

2. TYPE OF APPLICATION - check where appropriate

<input checked="" type="checkbox"/> Minor Site Plan (Amended)	VARIANCES
<input type="checkbox"/> Minor Subdivision	<input checked="" type="checkbox"/> Use
<input type="checkbox"/> Preliminary Major Site Plan	<input checked="" type="checkbox"/> Bulk
<input type="checkbox"/> Preliminary Major Subdivision	
<input type="checkbox"/> Final Major Site Plan	<input type="checkbox"/> Interpretation (appeal from Administrative Officer)
<input type="checkbox"/> Final Major Subdivision	<input type="checkbox"/> Conditional Use

(REFER TO SECTION 200 OF
THE LAND USE ORDINANCE)

3. PROPERTY DATA

A. STREET ADDRESS 109 Grand Avenue, Hackettstown, NJ 07840

B. BLOCK NUMBER 75 LOT NUMBER 18 & 19

C. The location of the property is approximately 125 feet from
the intersection of RT. 46 and Grand Avenue

D. Existing Use Bar/Restaurant

E. Proposed Use Bar/Restaurant

F. Zone District TCC

G. Acreage of Entire Tract to be Subdivided

DEVELOPMENT APPLICATION
(REVISED)

Page 3 of 4

H. Proposed Number of Lots _____

I. Is the property located on a County of Warren Roadway?

Yes ☐ No ☒

J. Is the property located within 200' of a municipal boundary?

Yes ☐ No ☒

K. Was this property subject to a prior development application?

Yes ☒ No ☐

L. Is the property subject to any existing or proposed deed restrictions, easements, of way, private roads, or other dedications?

Yes ☒ No ☐

If so, attach all relevant information. Check here if such information is attached. ☐

4. DEVELOPMENT PROPOSAL - Describe the nature of the application being sought, including on-site improvements

See attached.

5. SUBMISSIONS - List all maps, plats, sketches and other exhibits accompanying this application:

<u>Description</u>	<u>Date Prepared</u>	<u>Prepared By</u>
<u>Third Floor Plan</u>	<u>9/18/2020</u>	<u>Mileto-Godsall Associates, LLC</u>
<u>Survey Plat</u>	<u>8/13/2001</u>	

6. VARIANCES

Describe any proposed variances requested, detail and/or location, proposed block and lot and the specific section(s) of the Zoning Ordinance of the Town of Hackettstown from which relief is sought and the basis for said relief:

See attached. Relief requested from Section 406, A and F.

DEVELOPMENT APPLICATION
(REVISED)

Page 4 of 4

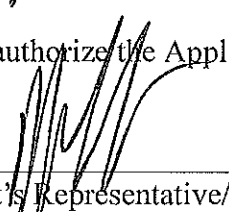
7. VERIFICATION AND AUTHORIZATION

I hereby certify that the statements and information contained herein and attached hereto are true and correct.


Applicant's Representative/Attorney

1/11/2021
Date

I hereby authorize the Applicant reference therein subject application and to proceed for approval of same.


Applicant's Representative/Attorney

1/11/2021
Date

OFFICIAL USE ONLY

8. APPLICATION HISTORY

A. Date Filed: _____

B. Date Complete: _____

C. Fee Paid: _____ Date Paid: _____

B. Notice of Hearing: Date of Publication _____

Date of Mailing _____

Affidavit Received _____

9. DISPOSITION OF APPLICATION

A. _____ Application Denied

B. _____ Application Withdrawn

C. _____ Application Granted

DATE OF DISPOSITION: _____

ADDENDUM TO APPLICATION

The Applicant, 109 Grand Avenue Associates, LLC ("Applicant"), acquired the property at 109 Grand Avenue from MBK Investments, LLC ("MBK"). The property is identified on the Town's tax map as Lots 18 and 19 in Block 75. The Applicant is part of a larger conglomerate that operates several restaurants in the immediate area including, the Brew Pub and OMG Burger in Long Valley. The property is the former site of the iconic Clarendon Hotel and more recently the restaurant Bea McNally's. The Applicant has since reopened the restaurant under the Bea McNally's name. It also intends to market the second floor for weddings, which is permitted under the prior resolutions

Given its experience in restaurant and catering business, the Applicant is proposing to renovate the third floor to create a bridal suite for married couples and members of their bridal party for overnight accommodations. The bridal suite that would also include four bedrooms and two bathrooms. In addition, the Applicant would like to renovate the third floor to create eight bedrooms, three bathrooms, and three lounges; two of which will include washers and dryers. These rooms would be made available for an employee or his immediate family. I have attached a floor plan illustrating the proposed layout. The employee rooms would only be offered to employees. One of the employees would be designated as the overnight manager and provide security for both inside and outside of the building.

Prior to Bea McNally's, the property was home to the restaurant Charlie Brown's. Charlie Brown's received a land use approval in 2001 that included a condition that stated, "the third floor of the facility shall not be used without further approval by this [Planning] Board." The Applicant now presents this application pursuant to that condition which runs with the land.

Moreover, the proposed use does trigger the need for a use variance. While the bridal suite is an accessory use to the restaurant, the employee accommodations are not nor are they a recognized permitted use in the TCC zone. While apartments are allowed on the second and third floors of buildings in the zone, the proposed accommodations do not qualify as apartments. Further, while the proposed living arrangements are similar, they do not qualify as a bed and breakfast which is also a permitted use. Essentially, the Applicant is proposing a rooming house for employees even though it will not be a rooming house in the traditional sense since only employees will be eligible to live there and not members of the public.

The proposal for the employee housing is warranted under the D-1 analysis, for the proposal will help secure safety from fire and other disasters by allowing the Applicant to have someone in the building every day, particularly through the night. It will also help to provide another residential opportunity for lower income people. Finally, since this type of residential opportunity is needed to attract employees, it will help the Applicant maintain a viable business, which in turn will help preserve and maintain the historic structure on the property.

The proposal is not contrary to the negative criteria since there is no evidence that it will be a substantial detriment to the public good. Indeed, having employees in the building overnight ensures that there will be no criminal activity and someone available to report a fire or other

calamity. Second, since residential uses are allowed on the second and third floors in the TCC zone, the Applicant's proposal is not a substantial departure from the ordinance or the Town's Master Plan.

In addition, the Applicant requires approval bulk variance relief because it will not have sufficient parking on site. In reviewing prior resolutions, it appears that the Planning Board imposed the requirement that an applicant return to secure permission to use the third floor because the Board was concerned about a lack of on-site parking. Thankfully, circumstances in Town have changed and these concerns should no longer preclude this proposal.

First, the rooms in the bridal suite will be for guests that attended the wedding and who will be included when determining the available capacity on the second floor. Having these individuals move to the third floor to sleep does not increase the need for additional parking. Second, an employee living in one of the eight bedrooms would have at most one car. The Applicant's experience at the Brew Pub confirms that employees taking advantage of this type of living arrangement often do not have their own vehicles. This is why living upstairs from where they work is attractive. Nonetheless, to the extent that these employees may require parking, the Applicant is prepared to designate eight spaces on its existing lot as are highlighted on the attached survey.

Naturally, reserving eight spaces will reduce available parking for guests. However, the Applicant still enjoys the benefit of the easement to use the parking lot immediately to the east of its site and there is ample public parking in the immediate area. Together these facilities more than offset the loss of eight spaces. Since 2001, when this condition was imposed Hackettstown has seen numerous establishments thrive even though they do not have adequate on-site parking. Manskirt, Czig Meister's, Marley's, The Pandan Room are just a few that come to mind.

The relief from the parking standard is justified under both the C-1 and C-2 analysis. Under the C-1 analysis, the Applicant is facing a hardship by reason of the extraordinary and exceptional situation uniquely affecting the property and the building lawfully existing on it. The configuration of both the building and the parking lot were established at a time when motor vehicles were not even imagined. Since that time, adjacent lots on three sides of the Applicant's property have been fully developed and none are available to allow for an increase to its parking lot. This hardship is not self-imposed.

Further, under the C-2 analysis, the variance is justified, because the proposal will promote the public safety and general welfare by ensuring that there is always someone in the building to provide security. It also will protect the integrity and aesthetics of the building and grounds. It will also help ensure that the Applicant's business will remain viable enabling it to preserve the historic nature of the property.

Importantly, the reasons given why the use variance does not violate the negative criteria are applicable to the bulk variance relief and supports the grant of same.

To: Wendy DeJesus

908-852-8225

CERTIFICATE OF PAID TAXES

TO: Tax Collector of the Town of Hackettstown

PLEASE CERTIFY THAT THE TAXES OF THE PROPERTY LISTED BELOW HAVE BEEN PAID.

Location: Block 75 Lots 18 & 19

Name of Owners: 109 Grand Avenue Associates LLC

I CERTIFY THAT THE REAL ESTATE TAXES ON THE ABOVE MENTIONED PROPERTY HAVE BEEN PAID THROUGH 2020 Third Quarter

NEXT TAX PAYMENT DUE: 11-1-20

Tax Collector of
Town of Hackettstown
Warren County

Dated: 10-16-20

By: Leticia N. Hall

TOWN OF HACKETTSTOWN
ZONING BOARD OF ADJUSTMENT
PLANNING BOARD

OWNER'S LETTER OF CONSENT

Town of Hackettstown
215 Stiger Street
Hackettstown, NJ 07840

Re: 109 Grand Avenue Associates, LLC
Block 75 Lots 18 & 19

The undersigned certifies that, Steve Busell, is the owner of Block 75, Lots 18 & 19, Hackettstown, Warren County, New Jersey.

Consent is hereby granted to, 109 Grand Avenue Associates LLC, as Applicant for the proposed minor site plan, variance, and other approvals as may be required.

109 Grand Avenue Associates, LLC


BY:

Dated:

109 GRAND AVENUE ASSOCIATES LLC
BLOCK 75 LOTS 18 & 19

TOWN OF HACKETTSTOWN

10% OWNER'S DISCLOSURE STATEMENT
Pursuant to N.J.S.A. 40:55D-48.1

The following is a list of owner's with a 10%
or greater ownership interest of 109 GRAND AVENUE
ASSOCIATES LLC

Steven Busse/ 100%

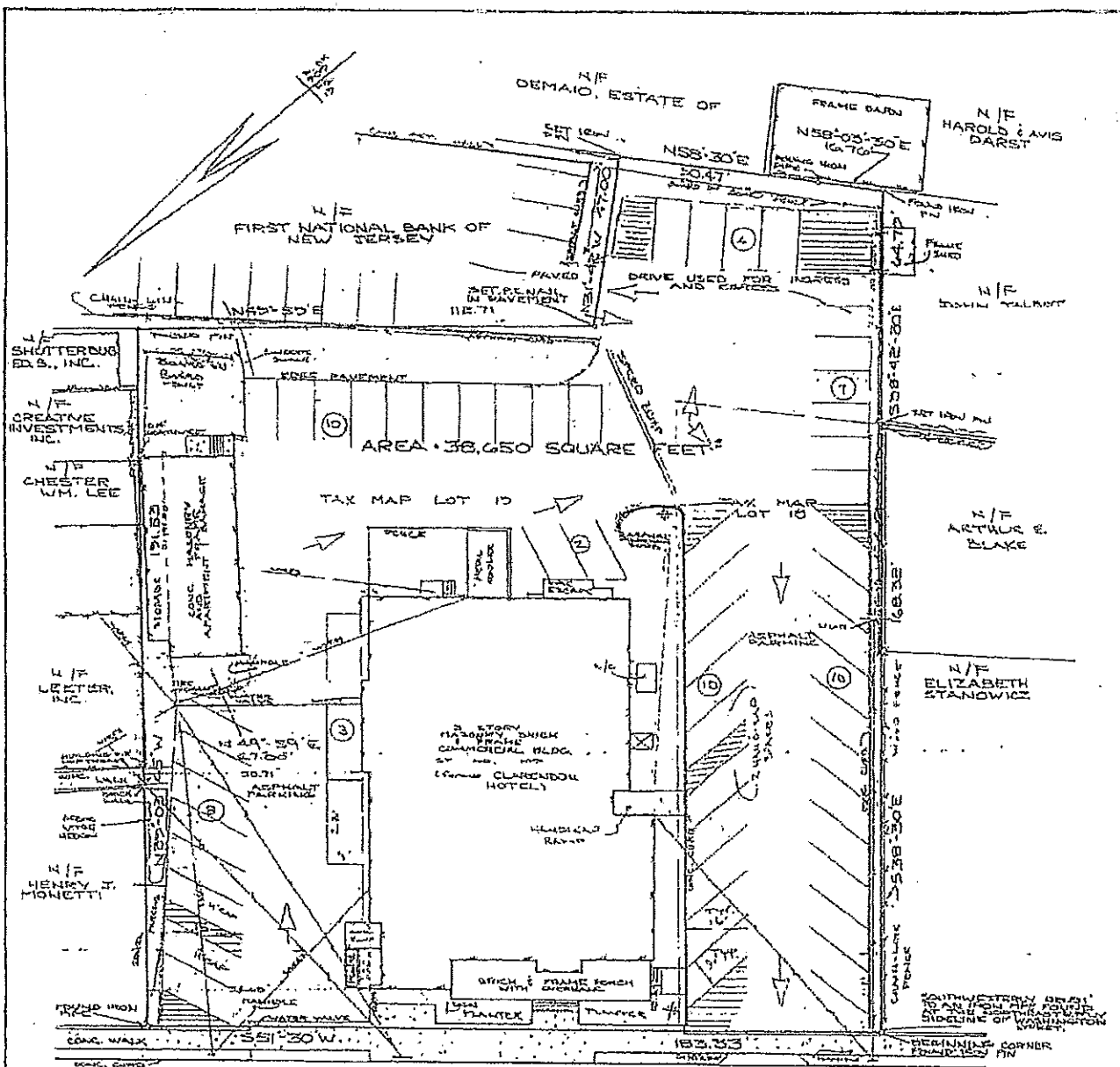
SITE INSPECTION AUTHORIZATION

I, Steve Burrel, the undersigned property owner or lessee, do hereby authorize Town of Hackettstown officials to enter upon and inspect the property owned/leased by me at 109 Grand Avenue, Hackettstown, NJ 07840, in conjunction with my application to the Land Use Board of Town of Hackettstown.

Name: Steve Burrel

Signature: Steve Burrel

Date: 10/20/20



GRAND ST. WIDE-TM. AVENUE
FORMERLY ROCKPORT STREET

SURVEY PLAT
TAX MAP LOTS 18 & 19 BLOCK 75
TOWN OF HACKETTSTOWN
WARREN COUNTY, NEW JERSEY

SCALE 1"=20'

NOTES LAMP...
CERTIFIED TO: JENNIFER M. CASSANDRA, ESQ.;
HT INVESTMENTS, LLC;
CHARLIE BROWN OF HACKETTSTOWN, L.L.C.;
RED BANK TITLE AGENCY, INC.;
CHICAGO TITLE INSURANCE CO. 2M-042447;
INTERCHANGING BANK, ITS SUCCESSORS
AND/OR ASSIGNS;
ANTHONY TARDI & AARON, P.C.;
ANDREA & ROMANO, LLC
SUBJECT TO DOCUMENTS ON RECORD

CONTINUATION SURVEY
APRIL 13, 2001
CONTINUATION SURVEY
2001, 19, 2000
STATE LIMITS ADDED
APRIL 17, 2000
CONTINUATION SURVEY
APRIL 17, 2000
JULY 24, 1985

Frank J. Kowalick
FRANK J. KOWALICK
N.J. LAND SURVEYOR LIC. NO. 17420
2 DANVILLE MOUNTAIN ROAD
P.O. BOX 88
DEER MEADOWS, N.J. 07834-0088
TEL (908) 637-6882 FAX 637-6312

1087-H-1

PLANNING BOARD
TOWN OF HACKETTSTOWN
WARREN COUNTY, NEW JERSEY

RESOLUTION NO.: 12-02

RESOLUTION GRANTING MINOR SITE PLAN APPROVAL TO
MBK INVESTMENTS, LLC
LOTS 18 AND 19, BLOCK 75
109 GRAND AVENUE

WHEREAS, MBK Investments, LLC, has made application to the Planning Board of the Town of Hackettstown for a Minor Site Plan Approval to construct a small addition to the west side of the building formerly housing "Charlie Browns" restaurant, as well as construct additional parking stalls, improve handicap accessibility and raze an existing structure, on lands designated as Lots 18 and 19, Block 75 on the Hackettstown Tax Map; and

WHEREAS, the within matter was heard and considered at the regular open public meeting of the Hackettstown Planning Board held on January 24, 2012 at the Municipal Building, 215 Stiger Street, Hackettstown, New Jersey, 07840; and

WHEREAS, the aforesaid open public meeting was noticed, advertised and held in accordance with the Open Public Meeting Act; and

WHEREAS, the applicant was afforded an opportunity to be heard and opened to the public for the questioning of witnesses and comment; and

WHEREAS, the following documents, plans, and reports were submitted by the applicant:

1. Completed Town Land Development Application.
2. Completed Minor Site Plan Checklist.

3. Completed Search Report of Lots 18 and 19 in Block 75 prepared by John R. Franz, Title Searcher, dated December 21, 2011.
4. Certification from Regina McKenna, CTC dated December 29, 2011, indicating that municipal taxes on the property are current through the fourth quarter of 2011.
5. Copy of recorded easement relative to Lots 6.01, 8, 18 and 19 in Block 75, Book 713, Page 228, dated July 1979.
6. Completed Historic Preservation Commission Application.
7. Site Plan entitled "Proposed Minor Site Plan for Block 75 Lots 18 and 19, 109 Grand Avenue, Town of Hackettstown, Warren County, New Jersey" consisting of five (5) sheets, prepared by Paul Fox, P.E. and Wayne F. Holman, P.L.S. (sheets 1 and 4 only) of Apgar Associates, dated December 7, 2011.
8. Architectural plans consisting of five (5) sheets, prepared by Nancy Dougherty, AIA, LEED, of Studio 1200, LLC, dated December 22, 2011 as follows:
 - a. Existing First Floor Plan (Sheet A-1)
 - b. Existing Second Floor Plan (Sheet A-2)
 - c. Proposed First Floor Plan (Sheet A-3)
 - d. Existing Elevations and Proposed Entry Vestibule (Sheet A-4)
 - e. Signage and Lighting (Sheet A-5)
9. Survey entitled "Survey Map prepared for MBK Investments, LLC - 109 Grand Avenue - Block 75, Lots 18 and 19 - Town of Hackettstown, Warren County, New Jersey" consisting of one (1) sheet, prepared by Michael L. Ritchie, P.L.S. of Azzolina and Feury Engineers, Inc., dated July 13, 2010.

10. January 18, 2012 letter from Architect Nancy Dougherty, AIA, of 1200 Studio LLC to HMUA executive director Bruce Smith regarding the project.

WHEREAS, the Planning Board Engineer, Paul M. Sterbenz, P.E., P.P., Maser Consulting, P.A., prepared and submitted an Engineering Report and Site Plan Review dated January 18, 2012; and

WHEREAS, the Planning Board does hereby make the following findings of fact:

1. The applicant was represented by Jane Paftinos, Esq.
2. The property is located on Grand Avenue between Main and Washington Streets in the Town of Hackettstown, and is situated in the TCC (Town Center Commercial) Zone where various commercial retail and restaurant uses are permitted as principal uses. The site is also within the Town's Historic District.
3. The site is currently developed with a three (3) story building, formerly housing Charlie Browns Restaurant on the first floor, a separate garage and apartment building and a large parking lot.
4. In December 2000 an application for site plan and variance approvals was submitted to utilize the second floor of the three story building as a banquet facility and increase the overall seating capacity from 247 to 369. The approvals were granted by the Planning Board on December 12, 2000 and memorialized by resolution on January 23, 2001.
5. The applicant is seeking minor site plan approval to make minor modifications to the building, exterior signage and parking area for a new tenant who would operate an Irish Pub/Restaurant on-site. The applicant is proposing to raze the

existing garage and apartment structure to allow for additional parking, improve handicap access, and construct a forty-five (45) square foot vestibule on the south west side of the building.

6. Bulk Variance approval is needed based upon a review of applicants proposed site plan to allow the applicant to increase the exterior signage from the current 51.45 square feet to 58.2 square feet which exceeds the 50 square foot maximum for exterior signage in the TCC Zone as set forth in 406G1 of the Town's Land Development Ordinance. The applicant has, however, agreed to reduce the amount of signage to 51.45 square feet and revise the site plan to eliminate the need for a variance.

7. Based upon the Board Engineer's recommendation waiving certain technical requirements and deeming sections of the checklist items "Not Applicable", the application was deemed administratively complete. Specifically, the applicant presented testimony that they would add the List of property owners within 200 feet of the site (200 foot list) to the plans and submit a plan to replace landscaping and address illumination levels to be approved by the Boards Engineer.

8. The applicant's engineer, Paul Fox, presented testimony and drawings regarding the Site Layout, traffic circulation, signage and striping to delineate proposed traffic flow. Mr. Fox indicated that the traffic flow would at the site and the entry and exit would be reversed in order to move the entry into the site further away from the Main Street traffic light. In addition, the travel lanes through the parking lot would be widened.

9. Mr. Fox further testified that the adjacent Skylands parking lot contained approximately 25 stalls and that same would be utilized after the business hours of that

property owner. He also agreed that the applicant will comply with all of the recommendations of the Board Engineer.

10. The Board also received testimony from the owner of MBK Investments, Mr. Mark Falow, regarding their proposed hours of operation, number of employees (45 during peak hours) and the proposed use of the building. He also indicated that he intended to comply with all of the conditions set forth in the aforementioned 2001 Resolution and that there would be no use of the banquet facility in the first year of operation.

11. Mr. Falow further testified that while currently not in the plans, they would consider using managed or valet parking if the business warranted it. He also testified that garbage would be removed twice a week in the morning hours.

12. The applicant also presented testimony from Architect, Nancy Dougherty, AIA, indicating that the interior of the restaurant will remain substantially similar to its current configuration with the addition of a new bar area in the rear section toward the kitchen. Further, that there will be 222 seats inside and 18 seats on the front porch for outside dining.

13. Ms. Dougherty also testified that the main access would be changed to the west side of the building at the proposed vestibule with full handicapped access. She also indicated that the door located on the east side of the building would be for an emergency exit only and that the configuration of the proposed moveable planters on the front porch stairway would be reviewed by the fire marshal and construction official.

14. Regarding signage and lighting, Ms. Dougherty testified that the main sign would be internally illuminated and at twenty (20) square feet, slightly smaller than the

current signage. She also indicated that the Historic Preservation Commission approved the design and that the total signage area will comply with the 2001 Resolution. Ms. Dougherty further testified that the entrance would be lit by a hanging fixture and the site by street type lamps which were also reviewed and approved by the Historic Preservation Commission.

At the conclusion of the public hearing, the Planning Board voted unanimously to grant Minor Site Plan approval.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the Town of Hackettstown, Warren County, New Jersey that on this 24th day of January 2012, the Application of MBK Investments, LLC, be and is hereby granted subject to the following terms and conditions:

1. The plans shall be amended to address the technical comments in Paragraphs 5a through d, 6, 7 and 10 through 19 inclusive as set forth in the Town Engineer's letter dated January 18, 2012; and
 2. The plans shall be revised to reduce the area of exterior signage to 51.45 square feet or less so as to comply with the 2001 resolution.
 3. The site plan must be revised to indicate all property owners within 200 feet of the site boundaries.
 4. The applicant shall comply with conditions 8, 9, 10, 14, and 15 in the January 23, 1001 resolution of approval memorialized.
 5. The applicant shall renew the agreement with the owner of adjacent lots 6.01 and 8 in Block 75 to utilize parking stalls during off hours on that site.
-

6. Compliance with the recommendations and requirements of the Town's Historic Preservation Commission.

7. The procurement of outside agency approvals or waivers thereof from review agencies with jurisdiction including the Warren County Planning Board, the Warren County Soil Conservation District, and the NJDEP; and

8. The posting of performance guarantees and inspection fees in amounts to be determined by the municipal engineer; and

9. No construction shall be permitted until such time as all permits are procured, the construction plans have been approved by the municipal engineer, performance guarantees and inspection fees have been posted by the applicant and the applicant attends a preconstruction conference to be scheduled by the municipal engineer; and

10. Payment of real estate taxes, if any; and

11. Payment of outstanding fees and assessments, if any; and

12. Compliance with all representations made by the applicant and their witnesses at the public hearing conducted on this application; and

13. Copies of all applications and supporting data for permits issued by other agencies, responses thereto and copies of all governmental permits are required to be submitted to the Board Engineer; and

14. All improvements made on the premises shall conform to building standards and other regulations as set forth in any applicable federal, state, county or municipal statute, regulation, code or ordinance at the time of the installation of such improvements; and

15. All improvements made on the premises shall conform with the plans hereby approved by the Board; and

16. All debris and demolition materials must be removed and disposed of off-site in accordance with all applicable local, county, and state regulations. No on-site disposal is permitted; and

17. The Board reserves the right to withdraw any approval hereby granted in the event there is any deviation from or alteration of the plans hereby approved, unless prior written approval for any such deviation or alteration has been obtained from the Board. Minor deviations and field changes may be authorized by the Board Engineer; and

18. Any deviation from or alteration of the plans as hereby approved shall render this approval void and of no further effect; and

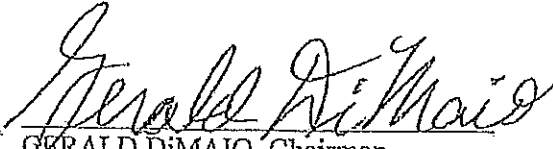
19. The acceptance of this approval by the applicant, its successors and assigns and the performance by the applicants, its successors and assigns of any further work on the project in reliance of this approval shall operate as an agreement by the applicant, its successors and assigns to be bound by the terms and conditions set forth herein; and

20. In the event any other required regulatory approval conflicts with or materially alters the terms hereof, or in the event applicant or applicant's successors or assigns fail to post any tax map review fee, review fee, inspection fee or other financial imposition of the municipality, then in any such event, the Board reserves the right to withdraw, amend or supplant the within approval; and

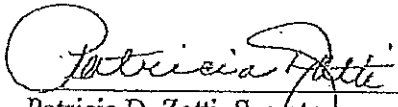
21. The applicant shall pay any outstanding invoices for fees and costs incurred in connection with this application prior to the issuance of any permits; and

22. If the Warren County Planning Board, or any other governmental body from which approval is necessary causes, through their examination of the plans as recited in this resolution, any revisions to said plans then, in that event, same shall be submitted to the Planning Board Engineer. If the Planning Board Engineer deems said revisions to be significant, the applicant shall return to the Planning Board for further review and approval.

Dated: 2/29/12


GERALD DiMAIO, Chairman
Town of Hackettstown Planning Board

ATTEST:


Patricia D. Zotti, Secretary
Town of Hackettstown Planning Board

109 GANUN BENMILLY'S PARKING EASEMENT

VOL 528 PAGE 45

247314

EASEMENT

THIS INDENTURE, MADE THIS 21ST DAY OF JULY, 1979, BETWEEN OUT TO LUNCH, INC., A Corporation of the State of New Jersey, with its principal office located at 27 Calison Road, Long Valley, New Jersey, in the Township of Washington, County of Morris, State of New Jersey, hereinafter known as PARTY OF THE FIRST PART and UNITED JERSEY BANK/NORTHWEST, A State Banking Association existing under the laws of the State of New Jersey, having its principal office at 15 West Blackwell Street, in the Town of Dover, County of Morris, State of New Jersey, hereinafter known as PARTY OF THE SECOND PART, and FIRST NATIONAL STATE BANK OF NORTHWEST JERSEY, A National Banking Association, with its principal office at Route 10, Succasunna, New Jersey, in the Township of Roxbury, County of Morris, State of New Jersey, hereinafter known as PARTY OF THE THIRD PART.

WHEREAS, PARTY OF THE FIRST PART is the owner of certain lands and premises situate, lying and being in the Town of Hackettstown, County of Warren, State of New Jersey, more fully described in a certain Deed from the PARTY OF THE SECOND PART, dated February 27, 1978, and recorded in the Warren County Clerk's Office in Book 653 of Deeds, page 158, and which said lands and premises were surveyed for Hotel Clarendon by Robert C. Everts, dated October, 1970, revised September, 1972, and certified to People's Trust Company of New Jersey and Chelsea Title and Guaranty Company, October 16, 1970, revised September 14, 1972;

VOL 528 PAGE 46

AND WHEREAS, the PARTY OF THE THIRD PART is the owner of certain lands and premises situate, lying and being in the Town of Hackettstown, County of Warren, State of New Jersey, contiguous to and adjacent to lands of the PARTY OF THE FIRST PART, and which lands and premises were surveyed by Wayne Phillips Associates, dated January 15, 1971;

AND WHEREAS, the lands of the PARTY OF THE FIRST PART is known as Block 75, Lots 18 and 19, and the lands of the PARTY OF THE THIRD PART are known as Block 75, Lots 6-1 and 8, on the Tax Map of the Town of Hackettstown;

AND WHEREAS, there has been constructed on lands of the PARTY OF THE FIRST PART and PARTY OF THE THIRD PART a ramp, for ingress and egress, for each of the parties hereto, their agents, servants, invitees, licensees, guests, successors, or assigns, by foot, vehicle or otherwise to and from each of the respective properties of the PARTY OF THE FIRST PART and PARTY OF THE THIRD PART as hereinafter covenanted, which said ramp is located along the common line each of the PARTY OF THE FIRST PART and PARTY OF THE THIRD PART and is located from an iron pin (found) on the Evertz survey, marking the intersection of lands now or formerly of Howard Niper; the PARTY OF THE FIRST PART; and the PARTY OF THE THIRD PART and the southern extremity of the ramp being North 41 degrees 42 minutes 4 seconds West, 22 feet from said iron pin and is further of a width of 20 feet from the southern extremity North 31 degrees 42 minutes 4 seconds East, while on the Phillips survey, the same course from said iron pin of the three intersecting properties is North 30 degrees

VOL. 528 PAGE 47

18 minutes 30 seconds West, 32 feet to the southern extremity of the ramp and is then, bearing on the same course, 20 feet wide, and therefore, access is had from lands of the PARTY OF THE FIRST PART and the PARTY OF THE THIRD PART over said ramp as aforesaid;

AND WHEREAS, the PARTY OF THE SECOND PART is the mortgagee set forth in a certain mortgage from the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART, dated February 27, 1978, as recorded in the Warren County Clerk's Office in Book 467 of Mortgages, page 330, securing the sum of \$165,000;

AND WHEREAS, the PARTY OF THE SECOND PART is joining in the execution of this instrument for the purpose of releasing the easement herein set forth from the operation of the mortgage held by it in the preceding paragraph;

NOW THIS INDENTURE WITNESSETH THAT in consideration of the sum of \$3,000 paid by the PARTY OF THE THIRD PART to the PARTY OF THE FIRST PART, the receipt whereof is hereby acknowledged, the parties do hereby grant and convey, covenant and agree to and with each other as follows:

1. The PARTY OF THE FIRST PART, its successors, and assigns does hereby grant an easement over and across said lands known as Block 75, Lots 18 and 19, to the PARTY OF THE THIRD PART, its agents, servants, invitees, licensees, guests and assigns as follows:

(a) An easement of ingress from Grand Avenue from the first driveway northeast of the hotel structure of the PARTY OF THE FIRST PART (formerly known as Hotel Clarendon) and thence, in a southeasterly direction, across the driveway and/or parking

VOL 528 PAGE 48

lot in a southeasterly direction to the rear of the hotel structure and thence, southwesterly over the rear driveway and/or parking area, thence, again, southeasterly to the ramp and thence mostly easterly to the parking lot of the PARTY OF THE THIRD PART in order to gain access to the drive-in depository, being established therein, by the PARTY OF THE THIRD PART.

(b) A further easement of egress to the PARTY OF THE THIRD PART, its agents, servants, invitees, licensees, guests, and assigns from the parking lot of the PARTY OF THE THIRD PART and its drive-in area, back to the ramp as is hereinabove described, thence, through the ramp, in a westerly direction to the driveway parking area, to the west of the hotel structure of the PARTY OF THE FIRST PART, and thence, in a northwesterly direction through the driveway and parking area of the PARTY OF THE FIRST PART as provided, to the west of the hotel structure, and thence, continuing to and through the apron for exit to Grand Avenue.

(c) The PARTY OF THE THIRD PART does hereby agree that the said ingress and egress shall be maintained as a one-way traffic flow, as herein set forth in paragraphs (a) and (b), and that the driveway area shall not be obstructed by the patrons of the PARTY OF THE THIRD PART, and each of the parties of the FIRST AND THIRD PART agree, that should the PARTY OF THE FIRST PART desire to reverse the flow of traffic in the ingress and egress, by ingress through the driveway area to the west of the hotel structure and the egress, thence out the driveway to the east of the hotel structure, the PARTY OF THE FIRST PART shall have the right to so do.

VOL 528 PAGE 49

2. The PARTY OF THE THIRD PART does hereby grant and convey to the PARTY OF THE FIRST PART, its agents, servants, invitees, licensees, guests and assigns the right of ingress and egress, over and across the ramp, hereinbefore described, for use of vehicles, in the parking area, on the lands of the PARTY OF THE THIRD PART, on the following terms and conditions:

(a) That the use of the parking area, by the PARTY OF THE FIRST PART will only be had, after the banking hours of the PARTY OF THE THIRD PART, and at no other time or times.

(b) That the PARTY OF THE THIRD PART will furnish to the PARTY OF THE FIRST PART a complete list of the banking hours of the PARTY OF THE THIRD PART, as now established, and as to be hereafter established.

(c) The parking area, as designated on lands of the PARTY OF THE THIRD PART, shall be so marked to enable customers of the PARTY OF THE FIRST PART to clearly define their area of parking.

(d) It is further understood and agreed by and between the parties hereto, that the easements granted to and for the benefit of each of the PARTY OF THE FIRST AND THIRD PART, shall be in perpetuity.

3. The PARTY OF THE SECOND PART does execute this instrument solely for the purpose of releasing the easements herein granted from the operation of the mortgage held by it in accordance with the Preamble herein.

Vol. 528 PAGE 50

4. The PARTY OF THE FIRST PART does hereby further grant, bargain, sell and convey, subject to defeasance on payment of the mortgage, all the right, title, and interest that the PARTY OF THE FIRST PART has acquired by this instrument, from the PARTY OF THE THIRD PART, to the easement on the lands and premises in the Town of Hackettstown, County of Warren, and State of New Jersey of the PARTY OF THE THIRD PART, and subject to the terms and conditions of this agreement as between the PARTY OF THE FIRST PART and the PARTY OF THE THIRD PART, it being the intent and purpose of the PARTY OF THE FIRST PART that the easement and the terms of this agreement shall be incorporated into the mortgage executed by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART, dated February 27, 1978, and recorded March 2, 1978, in Mortgage Book 467, page 330, in the Warren County Clerk's Office, and given to secure the sum of \$165,000 as if set forth verbatim therein, and further, as if the easement created by this agreement, had been executed and recorded prior to the execution of the said mortgage, so that the PARTY OF THE SECOND PART shall have the full benefit and advantage of said easement, which shall run with the lands, and shall be in perpetuity as between the parties hereto, subject to defeasance in the mortgage, should payment in full be made thereof by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART.

VOL. 528 PAGE 51

IN WITNESS WHEREOF, the said parties have hereunto
set their hands and seals, or caused these proxents to be signed
by their proper authorized corporate officers and caused their
proper corporate seal to be hereto affixed, in duplicate respec-
tively the day and year first above mentioned.

ATTEST:

OUT TO LUNCH, INC.

JOAN C. LAWLESS

BY:

VICTOR THOMAS, PRESIDENT-SECRETARY

ATTEST:

UNITED JERSEY BANK/NORTHWEST

Roger A. Sherman, Secretary

BY:

JOHN O'GORMAN, PRESIDENT

ATTEST:

FIRST NATIONAL STATE BANK OF
NORTHWEST JERSEY

VICE PRESIDENT AND CASHIER

BY:

THAYER TALCOTT, JR., PRESIDENT

Vol. 528 Page 52

ALL-STATE LEGAL SUPPLY CO.
219 BRIDGE STREET, MOUNTAINVIEW, N.J. 07046

State of New Jersey,
County of MORRIS

vs.:

We It Remembers, that on this 31st day of July 1979, before me,
the subscriber, A Notary Public of the State of New Jersey

personally appeared Howard N. Morrell

who, being by me duly sworn on a oath, deposes and makes proof to my satisfaction, that
he is the V.P. & Cashier Secretary of FIRST NATIONAL STATE OF NORTHWEST
JERSEY, the Corporation named in the within instrument;
that Thayer Talcott, Jr. 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 will know the corporate seal of said Corporation; and that the seal affixed to said
instrument is the proper corporate seal and was thereto affixed and said instrument signed and
delivered by said President as and for the voluntary act and deed of said Corporation,
in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

Blanche A. Holanik
Notary Public of New Jersey
Proprietor, Stover & Stover, P.A.
5 W. Washington Ave., Washington, NJ 07882
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 2, 1982

Howard N. Morrell
Vice President and Cashier

FORM 1. ACKNOWLEDGMENT, 2004
Printed by Subscribing Witness

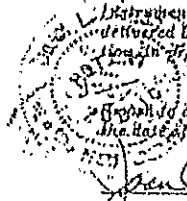
ALL-STATE LEGAL SUPPLY CO
209 HARTFORD STREET, MOUNTAIN VIEW, N.J. 07011

State of New Jersey,
County of MORRIS

ss:

Be it Remembered, that on this day of July 1979, before me,
the subscriber, A Notary Public of the State of New Jersey,
personally appeared Victor Thomas

who, being by me duly sworn on his oath, depose and makes proof to my satisfaction, that
he is the President - Secretary of OUT TO LUNCH, INC.,
the Corporation named in the within instrument;
that Victor Thomas 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 Corpora-
tion in presence of deponent, who thereupon subscribed his name thereto as attesting witness.



He signed and subscribed before me,
the Notary Public.

John J. Stover

Victor Thomas
VICTOR THOMAS, PRESIDENT-SECRETARY

A Notary Public of New Jersey
P.O. Box 1555 Stover & Stover, P.A.
NOTARY PUBLIC OF NEW JERSEY Washington Ave., Washington, NJ 07802
My Commission Expires Dec. 31, 1981

WVA 528 PAGE 54

M. J. ACKNOWLEDGMENT, COOP.
(Printed by Subscribing Witness)

ALL-STATE LEGAL SUPPLY CO.
240 MAFFIELD STREET, MOUNTAINVIEW, N.J. 07091

State of New Jersey.

County of MORRIS

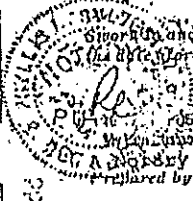
WIT:

Be it Remembered, that on this 1st day of July 1979, before me,
the subscriber, A Notary Public of the State of New Jersey

personally appeared Roger A. Sherman, III

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that
he is the Secretary of UNITED JERSEY BANK/NORTHWEST,

that John O'Gorman 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 Corpora-
tion, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.



Signature and subscribed before me,
the Notary Public.

[Signature]

[Signature: Roger A. Sherman, III]
Secretary

Notary Public of New Jersey
Subscribed by: Stover & Stover, P.A.
5 W. Washington Ave., Washington, NJ 07882

247314 ^{may} VOL 528 PAGE 55

RECEIVED

1979 SEP 11 AM 11:35

TERENCE D. LEE
WARREN COUNTY CLERK
DEL/DERE, N.J.

9/11/79	R
ENTERED	
9/13/79	ca
INDEXED	

Received in the Warren County Clerk's Office	
Date	9/11/79
Time	11:35 A.M.
Recorded in	7123
Book	528 Page 453
B	
Terence D. Lee	
Warren County Clerk	
According to 40A:9-74	

R/R
Stoner & Stoner
5 W. Washington Ave
Washington, N.J. 07882
15-