



Mayor and Common Council Borough of Flemington

July 25, 2022

Council Meeting Room and Online

I. Call to Order

1. Statement regarding OPMA

Mayor Driver called the meeting to order at 7 p.m. All Council members were present. Mayor Driver read the following statement: This meeting is called pursuant to the provisions of the Open Public Meetings Law. This meeting of July 25, 2022 was included in a list-of-meetings notice sent to the Hunterdon County Democrat and Courier-News on Jan. 5, 2022, posted on the bulletin board at Borough Hall on that date, and has remained continuously posted as required. In addition, a copy of this notice is and has been available to the public and is on file in the office of the Borough Clerk.

II. Work Session (7:00 PM)

Mayor Driver, Mr. Johnston and Ms. Rosetti participated online; the rest of Council attended in person.

Mr. Johnston said wood and shingles have been delivered to fix the gazebo roof at the Samuel Fleming House, but someone needs to be hired to do the work.

Mayor Driver advised the Borough needs to get quotes on the work, and suggested Mr. Johnston reach out to the DPW director.

Ms. Hand said Habitat for Humanity will be helping build the fence around the community garden on Aug. 24-25. She also inquired about the process of getting an ADA-accessible portable toilet at Tuccamirgan Park.

Mayor Driver said she's been in touch with the Borough Planner and there are some changes advised for the DB zone, adding a couple parcels at the northern boundary.

Ms. Rosetti said she's reached out to a representative from Calvary Episcopal Church regarding outreach to residents regarding the transitional housing project that is planned.

Mr. Long and Mr. Parker are working on a civic engagement presentation.

The work session ended at 7:11 p.m. and Council adjourned until the start of the regular meeting.

III. Regular Meeting (7:30 PM)

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Attendee Name	Title	Status	Arrived
Jessica Hand	Council Vice President	Present	
Malik Johnston	Council Member	Present	

Jeremy Long	Council President	Present	
Tony Parker	Council Member	Present	
Elizabeth Rosetti	Council Member	Present	
Kimberly Tilly	Council Member	Present	
Betsy Driver	Mayor	Present	

1. Mayor's Report

Next Council meeting the Mayor anticipated having a resolution on the agenda regarding adding a street light on William Street.

The Redevelopment Agreement for Captiva is underway. The project received Planning Board approval on July 12.

Changes are coming soon for the DB District zone; it will be extended a couple of parcels to the north.

2. Council Members' Reports

Council Vice President Hand

Habitat for Humanity will be helping build a fence around the community garden on Aug. 24-25. She's looking into the process of having an ADA-accessible portable toilet placed at the park.

Council Member Johnston

The Shade Tree commission has no August meeting planned; it will resume Sept. 14. Meetings will remain virtual until December.

At least 3 trees will be planted in September, resulting from residents' requests.

The commission is updating its annual report.

Fleming House - Tuesday yoga is open to all ranges of ability.

Mr. Johnston thanked Derek Kowalski, who painted the kiosk. In September, an apples and spice tour is planned at the museum.

Council President Long

Police made an arrest in the burglary at Dolce restaurant, in which \$5000 was taken.

FCP- the Corn/Tomato/Beer festival is Aug. 13. Volunteers are needed, and will get free T-shirts.

Mr. Long discussed the variety of programs run by the FCP and grants that are available.

He and Mr. Parker are developing an "engaging Flemington" event for later in the year.

He attended a stormwater conference, which covered regional efforts.

Council Member Parker

Mr. Parker has been digging in to community involvement efforts. He will be meeting with the DPW director for a tour of the Borough and gain more information on needs and projects.

He's also planning to meet with the Chamber of Commerce director.

Council Member Rosetti

She's had a good discussion with Borough Administrator Michael Humphrey and welcomed him.

Ms. Rosetti has reached out to a representative at Calvary Episcopal Church regarding putting out more information to neighbors regarding the church's plans to provide transitional housing.

Council Member Tilly

The Public Works Committee met on July 12 and discussed catch basins, work on Dewey Avenue and other projects.

The HPC is planning an historical house tour in June of 2023; they're looking for sponsors and volunteers. The HPC still needs an alternate member.

Fire - Firefighters met with Pierce to discuss a possible fire truck purchase.

The bottled water drive has been extended through August.

The Citizens Police Academy is winding up.

3. Public Comments - Session I (up to 3 minutes each, for a maximum of 30 minutes)

Marcia Karrow, 61 Elwood Ave., discouraged the Borough from getting a portable toilet at Tuccamirgan Park since the Borough's small enough for people to just go home if they need to use the facilities.

She said the climate change accountability resolution will just pass on costs to the consumers, and said Exxon is a big County taxpayer.

She discussed the role of the municipal clerk regarding elections.

Lois Stewart, Flemington, asked how much money in the budget equates to 1 cent in the tax rate. Mayor Driver said \$40,000 in the budget is about equal to 1 cent in the tax rate. Ms. Stewart asked what 200 Main St. pays in taxes; the Mayor said its municipal taxes are \$11,515,88.

4. Approval of Minutes

Motion To: **Approve Minutes: July 11, 2022 Regular Council Meeting**

RESULT:	APPROVED [5 TO 0]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Jeremy Long, Council President
AYES:	Johnston, Long, Parker, Rosetti, Tilly
ABSTAIN:	Jessica Hand

5. Consent Agenda

Mayor Driver asked that Resolution 2022-168 be removed from the Consent Agenda.

Moved by Tilly; Seconded by Hand; All voted yes to adopt.

1. RESOLUTION 2022-166: APPOINTING JOSHUA PARKS AS THE BOROUGH OF FLEMINGTON'S ALTERNATE MEMBER TO THE HUNTERDON COUNTY SOLID WASTE ADVISORY COUNCIL
2. RESOLUTION 2022-167: URGING THE STATE OF NEW JERSEY TO HOLD FOSSIL FUEL COMPANIES ACCOUNTABLE FOR CLIMATE CHANGE ADAPTATION AND RESILIENCE CCOSTS

Regular Agenda (Start)

This meeting is being held in conformance with the Open Public Meetings Act.

1. RESOLUTION 2022-168: AUTHORIZING THE INSTALLATION OF A TEMPORARY CROSSWALK ON STANGL ROAD

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeremy Long, Council President
SECONDER:	Malik Johnston, Council Member
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

2. ORDINANCE 2022-8: ORDINANCE AMENDING SECTION 1404 OF THE BOROUGH CODE REGARDING THE HISTORIC PRESERVATION COMMISSION

RESULT:	TABLED [UNANIMOUS]	Next: 9/12/2022 7:30 PM
MOVER:	Kimberly Tilly, Council Member	
SECONDER:	Jeremy Long, Council President	
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly	

3. ORDINANCE 2022-10: AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY DESIGNATED AS BLOCK 42, LOT 9 (200 MAIN STREET)

Motion to open public hearing: Tilly, seconded by Long. All voted yes to open.
Hearing opened at 7:56 p.m.

Lois Stewart, Flemington, discussed concerns about the purchase and the selection of that location for the Police. She suggested fixing the current station and staying there longer. She urged fiscal responsibility.

Robert Shore, 47 Broad St., said he was anxious about the Borough purchasing 200 Main St., saying it's a prime property in the Borough.

Motion to close public hearing: Tilly, seconded by Long. All voted to close the hearing. Hearing closed at 8:05 p.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Jeremy Long, Council President
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

4. ORDINANCE 2022-11: AN ORDINANCE AUTHORIZING THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN CERTAIN AREAS OF THE BOROUGH OF FLEMINGTON

Motion to open public hearing: Tilly, seconded by Long. All voted yes to open the hearing. Hearing opened at 8:07 p.m.

Bob King, owner of Lone Eagle at 44 Stangl Road, said this is a positive step in bringing fun back to Flemington. The brewery has been operating for 6 years with no incidents. He said as a craft brewery they encourage responsible drinking. He wants to help communicate with and educate people on the boundaries and guidelines for this area.

Lois Stewart, Flemington, discussed concerns about the hours, and whether people can bring alcoholic beverages into the area to drink.

Robert Shore, 47 Broad St., spoke in favor and said he hopes that if it's successful it can be expanded to other areas of town.

Amy Menez, a Hunterdon County resident who works at Prevention Resources in Flemington, expressed concerns about people drinking in public, the lack of resources amid a mental health crisis, and the negative effects on public health. Robin Lapidus, executive director of the FCP, said businesses in the Stangl area were polled and thought this would have a positive impact and offer an economic development benefit.

Marcia Karrow, 61 Elwood Ave., asked how the police felt about the proposal. Police Chief Rotella said he's spoken with other towns about such areas, and said officers on duty will address any issues as they arise. He noted the area is limited.

Motion to close public hearing: Tilly, seconded by Hand. All voted to close hearing. Hearing closed at 8:20 p.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Jeremy Long, Council President
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

5. RESOLUTION 2022-169: 3852 : RESOLUTION: FRENCHTOWN STREET SWEEPING

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Kimberly Tilly, Council Member
SECONDER: Jessica Hand, Council Vice President
AYES: Hand, Johnston, Long, Parker, Rosetti, Tilly

6. RESOLUTION 2022-170: AMENDING RESOLUTION 2022-143 AND APPROVING THE APPOINTMENT AND HIRING OF MICHAEL HUMPHREY AS BUSINESS ADMINISTRATOR AS OF JULY 5, 2022, AND ACTING BOROUGH CLERK AS OF AUGUST 1, 2022

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Kimberly Tilly, Council Member
SECONDER: Jeremy Long, Council President
AYES: Hand, Johnston, Long, Parker, Rosetti, Tilly

7. RESOLUTION 2022-171: RESOLUTION AUTHORIZING EXECUTION OF AN EASEMENT

Attorney St. Angelo said the Borough is not a grantor or grantee on this easement; its role is to maintain the easement area.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Kimberly Tilly, Council Member
SECONDER: Jeremy Long, Council President
AYES: Hand, Johnston, Long, Parker, Rosetti, Tilly

8. RESOLUTION 2022-172: AUTHORIZING THE BOROUGH OF FLEMINGTON TO CHARGE CREDIT CARD AND ONLINE PROCESSING FEES AND AUTHORIZING AN ADDENDUM TO THE SERVICE AGREEMENT WITH MUNICIPAL

Administrator Humphrey said the Borough wouldn't take any of the money; this allows for payment of the processing charge.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Kimberly Tilly, Council Member
SECONDER: Jessica Hand, Council Vice President
AYES: Hand, Johnston, Long, Parker, Rosetti, Tilly

7. Public Comments - Session II (up to 3 minutes each, for a maximum of 30 minutes)

Robert Shore, 47 Broad St., asked about a discount from Municipal for signing on. He inquired about the status of the old water tank; Attorney St. Angelo said refurbishment is underway.

Mr. Shore noted a chlorine smell in the water lately.

Marcia Karrow, 61 Elwood Ave., criticized Council members for not commenting on the purchase of 200 Main St. and expressed her concern about the cost of moving the police.

Lois Stewart, Flemington, congratulated Clerk Graziano on her retirement. Michael Harris, 175 Main St. (online), questioned Mayor Driver's activity on Facebook.

Robert Shore, 47 Broad St., asked the borough attorney for her advice on social media use. Attorney St. Angelo said if Council asks her to go over the social media policy at the next meeting she will.

8. Attorney's Report

Nothing in addition to topics covered during the meeting.

9. Payment of the Bills

Motion To: **Pay the Bills in the Amount of \$227,406.65**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Jessica Hand, Council Vice President
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

Executive Session for Any Other Applicable Matter Identified During the Regular Meeting (Action May Be Taken)

None needed.

Adjournment

Motion To: **Adjourn**

COMMENTS - Current Meeting:

The meeting adjourned at 8:50 PM

Attest: _____
Sallie Graziano, Borough Clerk

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kimberly Tilly, Council Member
SECONDER:	Jessica Hand, Council Vice President
AYES:	Hand, Johnston, Long, Parker, Rosetti, Tilly

ORDINANCE AMENDING SECTIONS 1404 OF THE BOROUGH CODE REGARDING THE HISTOIC PRESERVATION COMMISSION

WHEREAS, the Borough of Flemington Historic Preservation Commission ([the "Commission"](#)) has suggested the following amendments to the ordinances regarding the Commission's establishment, powers, and review procedures.

NOW, THEREFORE, BE IT ORDAINED, by the [Mayor and](#) Borough Council of the Borough of Flemington, in the County of Hunterdon and State of New Jersey, as follows:

SECTION 1. Section 1404 of the Borough Code, entitled "Establishment of the Historic Preservation Commission" is hereby amended as follows (Additions noted in bold italics **thus** and deletions noted with a strikethrough ~~thus~~):

- A. A Historic Preservation Commission (HPC) is hereby established consisting of 5 regular members and 2 alternate members, each of whom shall be appointed by the Mayor, of the following 3 classes:
 - 1. Class A - Persons who are knowledgeable in building design and construction or in architectural history;
 - 2. Class B - Persons who are knowledgeable or have a demonstrated interest in local history.
 - 3. Class C - Persons who are residents of the municipality and who hold no other municipal office, position or employment except for membership on the Planning Board.
 - 4. There shall be at least one regular member from each class.
A majority of members shall be Class C. Class A and Class B members need not be residents of the municipality.
 - 5. Alternate members shall meet the qualifications of Class C members and shall be designated "Alternate No. 1" and "Alternate No. 2" at the time of appointment.
- B. Terms of Membership.
 - 1. The term of each regular member shall be 4 years and the term of each alternate member shall be 2 years.
 - 2. Alternate Members. Alternate members shall be designated at the time of their appointment as "Alternate No. 1" and "Alternate No. 2."
 - 3. The term of any member in common with the Planning Board shall be for the term of membership on such Board.
- C. Role of Alternate Members. Alternate members may participate

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in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member of any Class. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, "Alternate No. 1" shall vote.

- D. Vacancies. If a vacancy shall occur otherwise than by expiration of term, it shall be filled by appointment for the unexpired term, only. ***All vacancies shall be filled within 60 days.***
- E. Compensation. Members of the HPC shall serve without compensation except that reimbursement of reasonable expenses in the execution of official duties may be made by the municipality.
- F. Removal. Any member may be removed by the governing body for cause but only after public hearing and other due process proceedings.
- G. Conflict. No member or alternate member of the HPC shall be permitted to act on any matter in which he or she has either directly or indirectly any personal or financial interest. No member who is so disqualified may act on that particular matter, shall not continue to sit with the Commission on the hearing of such matter, nor shall participate in any discussion or decision.
- H. Organization. The HPC shall elect from its members a chairman and vice-chairman and select a secretary who may or may not be a member of the HPC or a municipal employee.
- I. Funding. The governing body shall make provisions in its budget and appropriate funds for the expenses of the Historic Preservation Commission.
- J. Rules and Procedures. The HPC shall adopt and may amend internal rules and procedures for the transaction of its business subject to the following:
 - 1. A quorum for any action by the HPC shall be 3 members.
 - 2. All HPC minutes and records shall be public records.
 - 3. All HPC meetings shall comply with the Open Public Meetings Act (N.J.S.A. 10:4-7 et seq.).
 - 4. HPC meetings shall be scheduled at least once every month or as often as required to fulfill its obligations to advise the Planning Board, governing body, or construction official.
- K. Role of the HPC.

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1. For applications that would otherwise not require Planning Board review, the Zoning Officer shall refer the application to the HPC for a written report on the application ***in accordance with ordinance §1631*** and its compliance with the Borough's Historic District regulations. This report shall be submitted to the Zoning Officer, who shall issue a written approval or denial based on the HPC report, pursuant to N.J.S.A. 40:55D-111. The report of the HPC shall also be provided to the applicant and the Planning Board. The report shall be sent to the Zoning Officer within 45 days of the referral to the HPC. Failure of HPC to report within the forty-five-day period shall constitute a determination that the application is consistent with the Historic District regulations and that no condition on the issuance of the permit shall be imposed.
2. For applications that require Planning Board review based on provisions of the Borough Land Development Ordinance, the application shall be referred ~~shall be referred~~ to the HPC for a written report on the application in ***accordance with ordinance §1631*** and its compliance with the Borough's Historic District regulations. This report shall be submitted to the Planning Board which ***shall issue a written approval or denial based on taking into account the HPC report and recommendations, pursuant to N.J.S.A. 40:55D*** ~~shall make a final decision on the matter.~~ The report of the HPC shall be sent to Planning Board, ***Zoning Officer*** and applicant within 45 days of the referral to the HPC, or prior to the scheduled public hearing before the Board on the matter, whichever is sooner ~~or prior to the scheduled public hearing before the Board on the matter, whichever is sooner.~~ Failure of the HPC to report shall constitute a determination that the application is consistent with the Historic District regulations and that no condition shall be imposed on the issuance of any approval.
3. An applicant may appeal any determination of the Zoning Officer to the Borough Planning Board. Said appeal shall occur within 45 days of the final determination by the Zoning Officer.
- L. The HPC shall advise the Planning Board from time to time through the process of amending the Historic Preservation Element of the Master Plan.
- M. The HPC shall recommend to the Planning Board for their approval ~~recommend to the Planning Board guidelines for review to be utilized in~~ determinations of historic landmark status and undertake for reviews of ~~development~~ applications or permits affecting historic landmarks or improvements within historic districts

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in accordance with ordinance §1631. The Planning Board may recommend modifications of the guidelines.

SECTION 2. Section 1405 of the Borough Code, entitled "Powers and Responsibilities of the Historic Preservation Commission" is hereby amended as follows (Additions noted in bold italics *thus* and deletions noted with a strikethrough ~~thus~~):

The Historic Preservation Commission shall have the following duties and responsibilities:

- A. To prepare a survey or surveys of historic sites and districts pursuant to criteria established in such survey;
- B. To make recommendations to the Planning Board on the Historic Preservation Element of the Master Plan and on the implications of any other Element on the preservation of historic sites and districts;
- C. To advise the Planning Board on the inclusion of historic sites in the recommended capital improvement program;
- D. To advise the Planning Board on applications for development;
- E. Provide written reports on the application of the zoning provisions of this Ordinance or other land development regulations on historic sites and districts;
- F. Provide technical assistance upon request to property owners on the preservation, restoration, and rehabilitation of historic structures;
- G. To carry out such other advisory, educational, and informational functions as will promote historic preservation in the municipality.
- H. To review applications in accordance with and for compliance with the Historic District Review Ordinance (Ordinance §1631) and Ordinance §1404.***
- I. To review and recommend to the Planning Board the designation of landmark and historic districts in accordance with Ordinance §1404.***

SECTION 3. Section 1631 of the Borough Code, entitled "Historic District Review Ordinance" is hereby amended as follows (Additions noted in bold italics *thus* and deletions noted with a strikethrough ~~thus~~):

- A.*** Introduction. The requirements of this Historic District Review Ordinance shall apply to all development, including new construction, repair, renovation, alteration, reconstruction, demolition, relocation, and additions to existing buildings, structures, real property, natural objects or configurations or any portion or group of the foregoing which are located in the Flemington Borough Historic District, or specifically identified as historic sites within the Historic

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Preservation Plan of the Master Plan pursuant to N.J.S.A. 40:55D-28b(10). These requirements do not apply to normal maintenance (including in-kind repair of existing building features, repainting of existing color schemes, in-kind repair of an existing roof, etc.). Prior to construction or alteration of buildings or structures in the Historic District, an Application for Review by the Flemington Historic Preservation Commission must be submitted to the Flemington **Historic Preservation Commission** Borough Clerk, and the project must be reviewed at one of the Commission's regularly scheduled meetings. See Chapter 14 of the Flemington Borough Land Development Ordinance for additional information regarding project review.

1. **Definitions.** *In addition to the definitions set forth in Ordinance 1201, the following definitions apply in Ordinances 1404, 1405 and 1631:*

Addition shall mean an extension or increase in the size, floor area or height of any building, structure, site, object, or improvement added at some time after the completion of the original.

Alteration shall mean any change in the exterior features of any building, structure, site, object or improvement.

Application shall mean a request to the Commission made pursuant to this ordinance for the purposes of obtaining approval or other action by the Commission hereunder specified.

Building shall mean any man-made structure created principally to shelter any form of human activity as well as its functionally related appurtenances such as a house and a barn.

Commission shall mean the Historic Preservation Commission established pursuant to the provisions of Ordinance Sections 1404 and 1405.

Construction Official shall mean the officer in charge of granting building or construction permits in the Borough.

Contemporary shall mean any buildings, structures, sites, objects, or improvements in a historic district which date from a later period but possess some architectural importance and/or visually contribute to the cohesiveness of the district's streetscapes.

Contributing shall mean any buildings, structures, sites, objects or improvements which are integral components of a historic district either because they date from a time period which makes them historically significant or because they represent an architectural type, period or method which is historically significant.

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Demolition shall mean the partial or total razing, dismantling or destruction, whether entirely or in significant part, of any building, structure, site, object or improvement. Demolition includes the removal of a building, structure, site, object or improvement from its location or the removal or destruction of its facade or surface.

Designated historic landmark or historic district shall mean an individual building, structure, site, object, landscape, park, viewshed, improvement or district which has been determined to have historical significance pursuant to the provisions of this ordinance.

Emergency repairs shall mean immediate repairs to preserve the continued habitability and/or the health and safety of occupants or others, performed in accordance with Borough codes without first submitting an application. A consultation with the Commission or its staff is still required.

Encroaching shall mean any buildings, structures, sites, objects or improvements in a historic district which date from a later period and do not visually contribute to the cohesiveness of the district's streetscapes.

Facade shall mean the face or front of a structure or any vertical surface thereof adjacent to a public way.

Historic shall mean having historical, cultural, architectural, archaeological, economic, social, or other significance as defined by the provisions of this ordinance.

Historical shall mean of, relating to, or having the character of history. Historic district shall mean a significant concentration, linkage or continuity of buildings, structures, sites, objects, or improvements united historically by plan or physical development which qualifies for designation under this ordinance including those which were formerly designated.

Historic district resources shall mean those resources classified as either significant, contributing, or noncontributing, which are defined as follows:

- a. Significant shall mean any buildings, structures, sites, objects or improvements which, due to their significance, would individually qualify for historic landmark status;***
- b. Contributing shall mean any buildings, structures, sites, objects or improvements on the site which are integral components either because they date from a time period***

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which makes them historically significant or because they represent an architectural type, period or method which is historically significant:

- c. Noncontributing shall mean any building, structure, site, object or improvement on the site which do not have significant historical value because they neither date from a time period nor represent an architectural type, period or method which is historically significant*

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Historic landmark shall mean any building, structure, site, object or improvement which qualifies for designation under this ordinance.

Historic site shall mean any building, structure, site, landscape, object or improvement determined to be of historical, archeological, cultural, scenic or architectural significance in accordance with the provisions of this ordinance.

Improvement shall mean a building or other structure, or any work constituting a manmade alteration of, or addition to, any building, structure, site or object.

In-kind shall mean construction or construction materials that match construction or construction materials being replaced on a designated structure or object, thereby maintaining historic composition, design, color, texture and other visual qualities.
Integrity shall mean the authenticity of a building, structure, site, object, improvement or district evidenced by the survival of the physical characteristics that existed during its historic or prehistoric period.

Inventory shall mean a list of historic properties determined to meet criteria of significance specified herein.

Landscape shall mean the visual character of the land, including but not limited to architecture, building setbacks and height, fences, hedgerows, plantings, lawns trees as well as man-made features including, but not limited to, sculptures, patterned walks, fountains, reflecting pools and vistas.

Lot shall mean any designated parcel, tract, or area of land established by a plat or otherwise, as permitted by law and to be used, developed, or built upon as a unit.

Master plan shall mean the master plan of the Borough of Flemington, as amended from time to time, compiled pursuant to the Municipal Land Use Law.

Municipal Land Use Law shall mean the Municipal Land Use Law of the State of New Jersey, P.L. 1975, c. 291 (N.J.S.A. 40:55D-1, et seq.), as amended from time to time.

National Register Criteria shall mean the established criteria for evaluating the eligibility of properties for inclusion in the National Register of Historic Places, as set forth in 36 C.F.R. 60.4, et seq.

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Non-contributing shall mean any buildings, structures, sites, objects or improvements in a historic district which do not have significant historical value because they neither date from a period of significance nor represent an architectural type, period or method which is historically significant, or due to alterations, disturbances, additions, or other changes, no longer possesses historic integrity reflecting its character at that time or is incapable of yielding important information about the period.

Object shall be used as a term to distinguish from buildings and structures those constructions or features that are primarily artistic in nature or are relatively small in scale and simply constructed. Examples include, but are not limited to, fountains, sculptures, statuary and similar items. Although it may be, by nature or design, movable, an object is associated with a specific setting or environment.

Ordinary maintenance and repair shall mean the repair of any deterioration, wear or damage to a structure or any part thereof in order to return the same as nearly as practicable to its condition prior to the occurrence of such deterioration, wear, or damage with in-kind material and quality workmanship.

Owner shall mean the owner of record as shown on the current tax list of the borough tax collector; the mortgage holder of record, if any, as shown in the mortgage records of the borough; and any purchaser under a land contract.

Partial Demolition shall mean the pulling down, destruction or removal of a substantial portion of the exterior of a building or structure or the removal of architectural elements which define or contribute to the historic character of the structure.

Permit shall mean any required approval issued by the construction official pursuant to applicable building or construction codes for exterior work to be performed on any historic landmark or on any building, structure, object or site located within a historic district, which exterior work will be subject to public view. Said permit shall include but not be limited to a building permit, a demolition permit or a permit to move, convert, relocate or remodel or to change the use or occupancy of any landmark or any building, structure, object or site located within an historic district. "Permit" shall also include all exterior work to be performed on windows, doors, roofing, fences, signs, awnings, porches, railings, steps, lighting and sidewalks and any other work subject to public view which would alter the exterior appearance of historic landmarks or properties

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located within a historic district or their sites.

Person shall mean any individual, natural persons, partnerships, joint ventures, societies, associations, clubs, trustees, trusts, firms, companies, corporations, entities or unincorporated groups; or any officers, agents, employees, servants, factors or any kind of personal representatives of any thereof in any capacity, acting either for himself or for any other person, under either personal appointment or pursuant to law.

Preservation shall mean the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic landmark. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction.

Protection shall mean the act or process of applying measures designed to affect the physical condition of a property by defending or guarding it from deterioration, loss or attack, or to cover or shield the property from danger or injury.

Reconstruction shall mean the act or process of reproducing, by means of new construction, the form, features and detailing of a non-surviving building, structure, site, object, improvement or landscape for the purpose of replicating its appearance at a specific period of time and in its historic location when documentary and physical evidence is available.

Rehabilitation shall mean the act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions or features of the property which are significant to its historic values.

Replacement shall mean the act or process of replicating any exterior architectural feature that is used to substitute for an existing deteriorated or extensively damaged architectural feature. Restoration shall mean the act or process of accurately recovering the form and details of a property and its setting as it appeared at a particular period of time. It may sometimes mean the removal of later work or the replacement of missing earlier work.

Secretary of the Interior's Standards shall mean the publication issued by the U.S. Department of the Interior, National Park Service, entitled: "The Secretary of the Interior's Standards for the Treatment

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of Historic Properties,” 36 C.F.R. 68, revised and supplemented from time to time.

Site shall mean the location of a significant event, a prehistoric or historic occupation or activity, a building or structure, or a burial ground or cemetery, whether standing, ruined or vanished, where the location itself possesses historical, cultural or archaeological value regardless of the value of any existing structure.

Significant shall mean any buildings, structures, sites, objects or improvements in a historic district which, due to their extraordinary significance, would individually qualify for historic landmark status.

Staff means the Historic Preservation Consultant, the Zoning Officer and such other consultants or officials as may from time to time be retained and/or employed to provide application review services to the Commission.

Streetscape shall mean the visual character of the street including, but not limited to, the architecture, building setbacks and height, fences, storefronts, signs, lighting, parking areas, materials, sidewalks, curbing and landscaping.

Structure shall be used as a term to distinguish from buildings those functional constructions made usually for purposes other than creating human shelter, such as a bridge, a walkway, driveway and sometimes referred to as a type of improvement, meaning a combination of materials that becomes a part of, is placed upon, or is affixed to real estate.

Survey shall mean the inventory of buildings, structures, sites, objects, improvements and districts located within the Borough of Flemington which is conducted by the Commission for the ascertainment of their historical significance pursuant to the provisions of this ordinance.

Survey data shall mean the raw data produced by the survey; that is, all the information gathered on each property and area investigated.

View, vista or viewshed shall mean the view by the public of a building, structure, site, object, improvement or landscape from any point on a street, road or walkway which is used as a public thoroughfare, either vehicular and/or pedestrian.

B. The purposes of the Historic District Review Ordinance include:

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1. Safeguarding the heritage of Flemington Borough by preserving its historical, cultural, social, economic and architectural resources;
2. Encouraging the continued use of historic buildings, structures and sites and to facilitate their appropriate re-use;
3. Maintaining and developing a harmonious setting for the historically significant buildings, structures, sites, objects and District;
4. Preventing the unnecessary demolition or relocation of historic resources;
5. Preventing new construction or development which is not in keeping with or that negatively impacts the ambience and character of the Historic District;
6. Encouraging the proper maintenance, per the Borough's existing Property Maintenance Code Chapter 9B, and preservation of buildings, structures and sites within the Historic District so as to promote Flemington Borough as an attractive area to live, work and visit;
7. Protecting and enhancing property values;
8. Promoting civic pride in and appreciation of Flemington Borough's historic resources for the education, pleasure and welfare of its citizens and visitors; and
9. Fostering beautification and private reinvestment.

C. General Guidelines.

1. **Building Design.** All development that is situated within the Flemington Borough Historic District and all development that affects individual historic sites shall be designed to reflect the design vocabulary, massing, proportion, directional expression, height, width, scale, orientation, windows, roof, details and materials of vernacular 18th and 19th and early 20th-century styles found in the Borough of Flemington. These styles include Georgian, Federal, Greek Revival, Gothic Revival, Italianate, Second Empire, Queen Anne, Shingle, Romanesque Revival, Colonial Revival, Neoclassical and Tudor Revival styles. Acceptable styles and examples from the relevant periods can be found within the following references, which are maintained for review in the Borough Hall and the Public Library:

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- a. Historic District Guidelines; Flemington Historic Preservation Commission ~~(McCormick Taylor, 2006)~~—See for definitions of general architectural, style and building terminology, as well as more detailed design recommendations.
 - b. What Style Is It? A Guide to American Architecture (Poppeliers, John C., John Wiley & Sons, Inc., ~~1983~~)
 - c. A Field Guide to American Houses (McAlester, Knopf ~~1984~~)
 - d. Identifying American Architecture (Blumenson, Norton)
 - e. The Secretary of the Interior's Standards for the Treatment of Historic Properties (www.nps.gov/history/hps/tps/standards_guidelines.htm): See for definitions regarding historic preservation terminology including "preservation," "restoration," "rehabilitation," "reconstruction," "renovation," etc.
2. Procedures for review by the Flemington Historic Preservation Commission are contained within Chapter 14 of the Flemington Borough Land Development Ordinance.
 3. New buildings are not required to copy historic examples. Individual architectural expressions that incorporate the stylistic tenets of historical buildings are acceptable, provided that the design principles in the above references are adhered to. New buildings shall show a harmony of design with their surroundings, and any shapes, massing, materials, signs, lighting, colors and other characteristics which might cause a new building to call excessive attention to itself and create disharmony within the historic district, shall be avoided.
 4. All buildings shall be related harmoniously to the context of the site, the neighborhood as a whole and to existing buildings and other structures in the vicinity that have a visual relationship to the proposed building or buildings. The achievement of such relationship may include the enclosure of space in conjunction with other existing/proposed buildings or the creation of focal points. With respect to public spaces, building design/orientation may have to be adjusted in order to maintain a positive spatial relationship or to preserve visual access to community focal points, either natural or man-made.
 5. The selection of building design elements, for example in the

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use of materials, windows, color, texture, and other design considerations, should ensure that such treatment is generally consistent with traditional and vernacular 18th and 19th and early 20th- century architectural styles. If the applicant is an existing building, the design elements shall be consistent with the existing building's style and configuration.

6. Building additions and renovations should be designed to reflect the existing building in terms of scale, materials, massing, window and door configuration and color.
7. Appearance of the side and rear elevations of buildings shall receive architectural treatments comparable to that of any proposed front façade only if said elevations are generally within the public view.
8. Buildings should, where appropriate, strengthen the particular design features of their neighborhood by, for example, reinforcing the "street wall", or continuing a particular design feature or statement. Such construction should complement the existing historic building designs in the Borough.
9. Buildings deemed to be "Significant" and indicated as such on the Flemington Historic District Map, shall be reviewed with particular care and have special requirements that are described later in this section (see Subsection C17). These are buildings that have been determined to be particularly important to the character of the Historic District.
10. Buildings located on Main Street, from the Traffic Circle to the Monument, along East Main Street to Hopewell Avenue, as well as North Main Street from the Monument to Hopewell Avenue, are also considered to be particularly important to the character of Flemington and the Historic District, partly through their location along the busiest thoroughfare and partly from the quality of buildings along this route. Many of these structures are indicated to be "Significant" on the Flemington Historic District Map. Because of the importance of this area to the character of the Borough, all of these buildings will be reviewed **for strict compliance with the Historic Guidelines** with particular care. ~~Some~~ Buildings that are deemed particularly prominent or visible **by the Historic Preservation Commission** shall be reviewed using the same criteria as "Significant" structures, even if they are not listed as such on the Historic District Map.
11. Contemporary designs for new buildings and for additions to existing buildings or landscaping in the Historic District are not

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discouraged if such designs are compatible with the character, scale and materials of the neighborhood and its environment.

12. New additions or alterations to buildings should be done in such a manner that they reflect the materials, massing and scale of the existing building. In addition, alterations and additions should be designed such that they are reversible, i.e. that if they were to be removed in the future, the essential form and integrity of the original building would be unimpaired.
13. Exterior alterations should not destroy the distinguishing qualities or character of the property and its environment, and the removal or alteration of any historical material or architectural features is not permitted.
14. Deteriorated architectural features should be repaired rather than replaced wherever possible, and in the event, replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities.
15. Repair or replacement of missing architectural features should be based on accurate duplication of original features, substantiated by physical or pictorial evidence rather than on conjectural designs or the availability of different architectural features from other buildings.
16. Wherever possible, there should be compliance with the standards set forth in the "Secretary of the Interior's Standards for the Treatment of Historic Properties", as periodically amended and available through the National Park Service.
17. Alternative Materials. The use of nonhistoric, alternative materials may be considered under certain circumstances. These materials include, but are not limited to: vinyl or composite siding (smooth finish only); vinyl, fiberglass or composite railings and porch columns, particularly when these materials are paintable; fiberglass or composite trim, brackets or moldings; composite porch floor decks; vinyl, clad, or aluminum windows and doors; fiberglass/asphalt shingle roofing; etc. The use of these materials will be limited on all buildings or structures deemed to be "Significant" on the Flemington Historic District Map, or that are located along Main Street, from the Traffic Circle to the Monument, along East Main Street to Hopewell Avenue, as well as North Main Street from the Monument to Hopewell Avenue, as indicated in Subsection C10 above. Specifically, the use of vinyl siding or windows and doors of alternative materials will

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be prohibited on the public sides of "Significant" structures. Where visible roofs need to be replaced on "Significant" structures, using replacement materials and methods that match the historic materials is preferable. If the use of historic materials is not feasible, particular care will be taken in selecting alternative materials that match the historic appearance as closely as possible. Composite materials that are painted and that match the configuration of the historic materials are considered to be more acceptable than other replacement materials. Buildings in other parts of the Historic District that are considered to be "Contributing", "Non-Contributing" or "Encroaching" will be permitted to use alternative materials, provided that the following conditions are met:

- a. Vinyl or composite siding shall be smooth (i.e. not textured) and shall be of a scale and color compatible with the buildings in the immediate vicinity of the applicant property. Existing decorative trim shall not be removed or covered by new vinyl siding or trim casing. This trim shall be retained and repaired so that the building's distinguishing historic features shall remain.
- b. Replacement windows and doors shall fit the existing openings exactly and shall be configured to match the historic appearance and detail. Existing window and door openings shall not be "infilled" or made smaller to accommodate standard window or door sizes.
- c. Alternative materials may only be used to replace existing porches if the historic porch is not repairable, if the new porch configuration and appearance closely matches the original, and if the new materials that are clearly visible from a public way are painted. The Commission will consider additional new materials as they become available.
- d. Alternative materials may be considered for visible roofs when existing slate, copper, wood shakes, etc., are shown to be beyond repair. The alternative materials on the visible facades shall match the existing appearance as closely as possible. Alternative materials are acceptable to be used on roofs that are not visible from public streets.

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18. Sustainable Energy Sources and Energy Efficiency. This Ordinance is not intended to discourage the installation and use of sustainable energy sources, including solar panels, geothermal wells and wind turbines, provided that the installations meet all required building, zoning and safety codes, etc., and that they are installed to have as minimal an impact on the visible portions of the historic property as possible. Particular care shall be taken to reduce the impact on buildings listed as "Significant" on the Flemington Historic District Map or that are located along Main Street, from the Traffic Circle to the Monument, along East Main Street to Hopewell Avenue, as well as North Main Street from the Monument to Hopewell Avenue.
19. This Ordinance is not intended to discourage the improvement of the energy efficiency characteristics of the historic structures in Flemington. However, where energy efficiency improvements are being considered, care should be taken to reduce negative impacts on the historic character of the building. In particular on all buildings or structures deemed to be "Significant" on the Flemington Historic District Map, or that are located along Main Street, from the Traffic Circle to the Monument, along East Main Street to Hopewell Avenue, as well as North Main Street from the Monument to Hopewell Avenue, it is important to keep, repair or restore existing character-defining features that affect energy efficiency, including original doors and windows. Energy efficiency improvements for these features can be achieved through weather-stripping, interior storm windows, appropriate exterior storm windows or doors and other appropriate measures. See the Borough's "Historic District Guidelines" for suggestions.
20. Additional Matters Considered. In regard to all applications, additional pertinent matters may be considered, but in no instance shall interior arrangements be considered except as it may result in exterior changes important to the integrity of the historic structure, such as additions, chimneys, roof design, blocking of windows or similar changes.
21. ***Emergency reviews of applications to the Historic Preservation Commission may be requested for construction or repair work that is required to be undertaken before the next scheduled meeting of the Historic Preservation Commission. The applicant shall notify the Historic Preservation Commission and request an emergency review and the Historic***

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Preservation Commission shall determine if an emergency review is required and the format of the review. Any work done by the applicant prior to formal approval by the Historic Preservation Commission shall be at the sole risk of the applicant.

- a. In the event an applicant requires an emergency review, the applicant shall pay all fees incurred by the Commission to properly advertise an emergency meeting of the Commission.***

D. Building Massing and Scale of New Buildings and Additions.

1. Scale of Building. The size of a proposed building or addition and the mass of a proposed building or addition in relation to open spaces, the windows, door openings, porches and balconies shall be visually compatible with the other buildings and built features to which it is visually related.
2. On proposed buildings and additions, long, horizontal facades should be broken down into segments having vertical orientation and tall vertically oriented facades shall be broken down into horizontal components through use of appropriate design features in proportions complementary to the overall architecture and design.
3. New buildings or additions with expansive blank walls are prohibited, particularly on sides of the building facing public ways.
4. New buildings and additions should be designed so that facades are the prominent architectural feature and the roofs are visually less dominant in the total design. Architecturally accurate roof styles shall be consistent with the surrounding historic context.
5. A pedestrian scale should be achieved at ground level and along street frontages and entryways through the use of such scale elements as windows, doors, columns, plazas, awnings, canopies, and site furnishings.
6. In new infill construction, the alignments of proposed facades shall be consistent with the existing setback of nearby buildings to the extent permitted by this Ordinance.
7. Height. The height of any proposed structure and landscaping shall be visually compatible with adjacent structures.

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8. Proportion of Building's Front Façade. The relationship of the width of any new building or addition to the height of the front elevation shall be visually compatible with the nearby buildings and structures.
9. Proportion of Openings. The relationship of the width of windows to the height of windows in a new building or addition shall be visually compatible with the nearby buildings and structures.
10. Rhythm of Solids to Voids on Facades Fronting on Public Places. The relationship of solids to voids in facades of new or altered buildings shall be visually compatible with the nearby buildings and structures.
11. Rhythm of Spacing of Structures on Streets. The relationship of any new structure to the open space between it and adjoining structures shall be visually compatible with the nearby buildings and structures.
12. Rhythm of Entrance and/or Porch Projection. The relationship of new or renovated entrances and porch projections to the street shall be visually compatible with the nearby buildings and structures.
13. Roof Shapes. The roof shape of a new building or addition shall be visually compatible with nearby buildings and structures.
14. Walls of Continuity. Features of a proposed building or addition, such as walls, open-type fencing, evergreen landscape masses, shall form cohesive walls of enclosure along a street, to the extent necessary to maintain visual compatibility of any structure with the nearby buildings and structures.
15. Directional Expression of Front Elevation. A new or altered building shall be visually compatible with nearby buildings and structures, whether this is a vertical, horizontal or nondirectional character.

E. Facade Treatment.

1. The Flemington Historic Preservation Commission is particularly concerned with elevations of buildings that are visible from public ways. Rear and side elevations that are not visible will have greater flexibility in terms of design and materials.

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2. Multi-tenant buildings shall provide uniform store fronts, doorways, windows, awnings and other design features for all ground floor tenants. Upper floors of said buildings shall at a minimum be coordinated with the ground floor through common materials and colors.
3. New buildings should use windows of similar sizes and shapes or incorporate other façade elements that establish the same pattern as other buildings in the immediate area.
4. Design elements that carry through a block such as store front patterns, window spacing, entrances, canopies or awnings, etc., should be incorporated into new or renovated facades.
5. Exterior mounted mechanical and electrical equipment (e.g. air conditioning units, satellite dishes, etc.) shall be located so that they are not visible from public ways, or shall be completely screened from public view with opaque architectural elements that are unobtrusive and visually compatible with the character of the Historic District and the nearby structures.
6. Facade renovations should be consistent with the original architectural style of the building. Original details should be retained; when it becomes necessary to introduce new features, they should harmonize with existing features. If windows and doors must be replaced, new windows and doors that match the original design should be used. Window and door sizes and shapes should not be altered by any building renovation. Changes to window and door sizes and configurations may be considered if a building is being restored to an earlier, documented, historic appearance. In buildings that are listed as Significant or which are located along Main Street, from the Traffic Circle to the Monument, along East Main Street to Hopewell Avenue, as well as North Main Street from the Monument to Hopewell Avenue, replacement doors, windows and trim on the visible facades should match the original materials. On other buildings, alternative materials may be used. See Subsection C10 for more information.
7. The use of overly dramatic and/or intrusive lighting designs and fixtures is not permitted.

F. Building Materials, Colors and Texture.

1. On existing buildings, original materials shall be retained

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wherever possible. No existing brick or stone shall be covered for cosmetic reasons, and the repair and restoration of existing materials deemed of architectural value is strongly encouraged. Great care shall be taken in the cleaning and repair of existing materials. The gentlest, effective means shall be used in all cases. "Sandblasting" and other abrasive cleaning techniques, as well as harsh chemical cleaning methods are not to be used under any circumstances.

2. Where appropriate, building renovations shall incorporate elements of the original structure into the renovation design.
3. The use of brick, stone, clapboard, shakes and other façade materials of a traditional and vernacular nature is strongly encouraged. In general, a maximum of 2 principal facade materials shall be permitted for new structures.
4. Flat, metal panels and mirrored glass surfaces are prohibited on all existing, historic buildings, as are flush metal, composite or wood doors on visible facades. On buildings indicated as "Significant" on the map of the Flemington Historic District or buildings located along Main Street, from the Traffic Circle to the Monument, along East Main Street to Hopewell Avenue, as well as North Main Street from the Monument to Hopewell Avenue, the use of vinyl or aluminum siding on facades visible from public ways shall also be prohibited.
5. The painting of buildings in patterns, checks, stripes or overly bold colors is not permitted.
6. The use of colors generally associated with traditional building design is required on all buildings. Accent or complementary colors which harmonize with the main façade colors shall be permitted for trim, awning and other building details. Acceptable paint colors from the relevant periods can be found within the following reference, which is maintained for review in the Planning Office: Paint in America, the Colors of Historic Buildings (Moss, Roger, John Wiley & Sons, Inc., 1994)
7. Relationship of Materials, Texture and Color. The relationship of materials, texture and color of the facade and roof of a building shall be visually compatible with the predominant materials used in the buildings to which it is visually related, especially those immediately adjacent.

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G. Demolition.

1. The integrity of historic districts depends on the preservation and retention in situ of the original historic structures. The demolition or partial demolition of any structure deemed Contributing or Significant in the Historic District is generally not permitted, except when public health or safety is at risk, as certified by a licensed structural engineer, or there are other reasons deemed to be crucial for the future development and prosperity of the Borough.

2. Applications to demolish any structure within the Historic District must be presented to the Flemington Historic Preservation Commission and must address the following issues, as well as any other factors the Historic Preservation Commission considers to be relevant:
 - a. The structure's historic, architectural and aesthetic significance;
 - b. Its current and potential uses;
 - c. Its overall condition, including a report from a structural engineer licensed in the State of New Jersey and with experience dealing with historic structures indicating its condition and suitability for preservation and re-use.
 - d. Its importance to the municipality and the extent to which its historical or architectural value is such that its removal would be detrimental to the public interest;
 - e. The extent to which it is of such old, unusual or uncommon design, craftsmanship, texture or material that it could not be reproduced or could be reproduced only with great difficulty;
 - f. The extent to which its retention would promote the general welfare;
 - g. The extent to which its retention would encourage study and interest in Flemington's history, stimulate interest and study in architecture and design, educate citizens in American culture and heritage, or make the municipality

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a more attractive and desirable place in which to live;
and

h. The probable impact of its removal upon the character and ambience of the Historic District.

h.i. The impact of its removal upon future development or redevelopment.

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H. Relocation of Structures Out of the Flemington Historic District.

1. The integrity of historic districts depends on the preservation and retention in situ of the original historic structures. Therefore, the review of applications for the relocation of any structure currently located within the Flemington Historic District to a location outside of the District will be undertaken with the greatest care. The relocation of any structure deemed Contributing or Significant in the Historic District is generally not permitted, except when public health and safety is at risk.
2. Applications to relocate any structure currently located within the Flemington Historic District to a location outside of the District must be presented to the Flemington Historic Preservation Commission and must address the following issues, as well as any other factors the Historic Preservation Commission considers to be relevant:
 - a. The structure's historic, architectural and aesthetic significance;
 - b. Its current use;
 - c. Its condition, including a report from a structural engineer licensed in the state of New Jersey and with experience dealing with historic structures indicating its condition and suitability for relocation and re-use.;
 - d. The extent of the historic and architectural loss to the site and District that results from moving the structure from its original location;
 - e. The reasons for not retaining the structure at its present site;
 - f. The proximity of the proposed new location to Flemington Borough, including the accessibility by the residents of Flemington Borough and other citizens;
 - g. The probability of significant damage to the structure

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during the relocation.

- h. The extent to which its retention would encourage study and interest in Flemington's history, stimulate interest and study in architecture and design, educate citizens in American culture and heritage, or make the municipality a more attractive and desirable place in which to live; and
- i. The probable impact of its relocation upon the character and ambience of the Historic District.
- j. The impact of its relocation upon future development or redevelopment.
- i.k.

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I. Relocation within Flemington Borough.

1. The integrity of historic districts depends on the preservation and retention in situ of the original historic structures. Therefore, the review of applications for the relocation of any structure currently within the Flemington Historic District to another location within the District will be undertaken with the greatest care. The relocation of any structure deemed Contributing or Significant in the Historic District is not permitted.
2. Applications to relocate any structure currently located within the Flemington Historic District to another location within the District must be presented to the Flemington Historic Preservation Commission and must address the following issues, as well as any other factors the Historic Preservation Commission considers to be relevant:
 - a. The structure's historic, architectural and aesthetic significance;
 - b. Its current use;
 - c. Its condition;
 - d. The extent of the historic and architectural loss to the site and District that results from moving the structure from its original location;
 - e. The reasons for not retaining the structure at its present site;
 - f. The probability of significant damage to the structure

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during the relocation;

- g. The extent to which its retention would encourage study and interest in Flemington's history, stimulate interest and study in architecture and design, educate citizens in American culture and heritage, or make the municipality a more attractive and desirable place in which to live;
- h. The probable impact of its relocation upon the character and ambience of the Historic District; and
- i. The compatibility, nature and character of the current and of the proposed surrounding areas as they relate to the intent and purposes of this Ordinance.
- j. The impact of its relocation upon future development or redevelopment.

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J. Other Requirements.

1. Signage. Appropriately designed signage can be an important design feature in the Historic District. A member of the Historic Preservation Commission is appointed by the HPC Chair to the SRC (Sign Review Committee) and participates in the review of proposed signage on properties within the Historic District, whether or not they will be attached to a structure. Relatively small, painted signage either mounted to the face of the building as part of the storefront design, or perpendicular to the face of the building, is encouraged. Large, contemporary, neon or neon-like, or plastic internally illuminated signs are not permitted, as are signs that conceal important architectural features. All signs must also meet the requirements of the Flemington Land Development Ordinance, Chapter 26, Zoning.
2. Awnings. Appropriately designed awnings may be acceptable on residential and nonresidential buildings. All awnings shall be constructed and installed so that the frame and fabric of the awning is integrated into the overall building design. Awnings shall not extend beyond a dimension appropriate with the size and scale of the subject building. Awnings shall not be placed so as to conceal or disfigure any architectural feature or detail. Awning materials shall be limited to cloth, canvas and similar materials; metal and aluminum awnings are prohibited.

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Plastic and/or internally illuminated awnings are also prohibited. Awnings may be solid or striped, but colors shall complement the façade colors. If the building has several tenants, the overall awning design should be consistent and compatible across the entire façade.

3. Public Art. All art visible from public ways, including murals, outdoor sculpture, etc., that is being permanently attached or applied to structures in the Historic District shall be reviewed by the Flemington Historic Preservation Commission for compatibility with the design of the building and neighboring structures.
 4. Street Furniture. The installation of all street furniture, including benches, fencing, trash cans, lighting, planters, etc., that is visible from public ways must be reviewed by the Flemington Historic Preservation Commission. The items should be selected to fit the scale, materials and character of the Historic District.
 5. Building and Accessibility Codes. The Flemington Historic Preservation Commission does not review applications for compliance with relevant building or accessibility codes. Compliance with these codes is the responsibility of the applicant. The Flemington HPC review in no way supersedes or alters building code or accessibility requirements, although these codes, including the Rehabilitation Subcode and Barrier Free Subcode of the Uniform Construction Code of the State of New Jersey, take into account existing conditions and the special characteristics of historic buildings. Any changes to the exterior of a building in the Flemington Historic District that are necessitated by requirements of building and handicapped accessibility codes should be designed to complement the character and style of the existing building to the greatest degree possible.
- K. Violations and Penalties.
1. Any person who undertakes an activity which would cause a change in the exterior architectural appearance of any improvement within the Flemington Historic District or on any individually listed structure by addition, alteration, relocation, demolition or replacement without obtaining the approval of the Flemington Historic Preservation Commission shall be deemed to be in violation of this Ordinance.

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2. Upon learning of the violation, the Construction Official for Flemington Borough shall personally serve upon the owner of the lot or property whereon the violation is occurring a notice describing the violation in detail and giving the owner 10 days to abate the violation by restoring the property, structure or improvement to the condition it was in prior to the violation occurring. If the owner cannot be personally served within the municipality with this notice, a copy shall be posted on the site and a copy sent to the owner at his or her last known address as it appears on the municipal tax rolls.
3. In the event that the violation is not abated within 10 days of service or posting on site, whichever is earlier, the Construction Official shall cause to be issued a summons and complaint, returnable in the Municipal Court, charging violation of this Ordinance and specifying the wrongful conduct of the violator. Each separate day the violation exists past the initial 10-day abatement period shall be deemed to be a new and separate violation of this Ordinance.
4. The penalty for violation past the initial 10-day abatement period shall be as follows:
 - a. For each day up to 15 days, not more than \$50.00 per day.
 - b. For each day 16 to 30, not more than \$75.00 per day.
 - c. For each day beyond 30 days, not more than \$100.00 per day.
5. If any person undertakes activity which would cause a change to the exterior architectural appearance of any structure within the historic district or of any structure individually listed as historically significant within the Borough of Flemington by addition, alteration or replacement without first having obtained the approval of the Historic Preservation Commission, he or she shall be required to immediately stop the activity, apply for approval and take any necessary measures to preserve the historic structure affected, pending a decision. If the proposed project is denied, the historic structure shall be immediately restored to its pre-activity condition. The Construction Official is authorized to seek injunctive relief regarding a "stop action" on the activity in the Superior Court, Chancery Division, not less than 10 days after the delivery of notice pursuant to Subsection K2 above. Such injunctive relief shall be in addition to the penalties authorized in Subsection K4 above.

L. Designation of Historic Landmarks and Historic Districts

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1. *The Commission shall maintain and expand, when appropriate, a comprehensive survey of the Borough of Flemington to identify historic landmarks and historic districts that are worthy of protection and preservation.*
2. *Criteria for Designation. The criteria for evaluation and designating historic landmarks and historic districts shall be guided by the National Register Criteria as currently published and amended from time to time. The Commission or any person may recommend designation of historic landmarks or historic districts that are in accordance with the National Register Criteria or that possess one or more of the following attributes:*
 - a. *Character, interest, or value as part of the development, heritage or cultural characteristics of the borough, State or Nation; or*
 - b. *Association with events that have made a significant contribution to the broad patterns of our history; or*
 - c. *Association with the lives of persons significant in our past; or*
 - d. *Embodiment of the distinctive characteristics of a type, period or method of construction, architecture, or engineering; or*
 - e. *Identification with the work of a builder, designer, artist, architect or landscape architect whose work has influenced the development of the borough, State or Nation; or*
 - f. *Embodiment of elements of design, detail, material or craftsmanship that render an improvement architecturally significant or structurally innovative; or*
 - g. *Unique location or singular physical characteristics that make a district or landmark an established or familiar visual feature; or*
 - h. *Ability or potential ability to yield information important in prehistory or history.*
3. *Procedures for Designation. Proposals to designate a property as historic pursuant to this ordinance may be*

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made by the governing body, the Commission, or the planning board, in accordance with the following procedures:

- a. Nomination report for historic landmark. A nomination to propose an historic landmark shall include the following information which addresses the criteria for designation as set forth herein:

 - i. A photograph of the proposed landmark; and*
 - ii. A copy of the municipal tax map showing the property on which the proposed landmark is located; and*
 - iii. A physical description of the proposed landmark; and*
 - iv. A statement of significance.**
- b. Nomination report for historic district. A nomination to propose an historic district shall include the following information which addresses the criteria for designation as set forth herein:

 - i. A building-by-building inventory of all properties within the district identifying significant, contributing, non-contributing, or encroaching; and*
 - ii. A photograph of each property and building within the district; and*
 - iii. A copy of the municipal tax map of the district showing boundaries; and*
 - iv. A physical description of the proposed district; and*
 - v. A statement of significance.**
- c. Schedule a hearing. Following receipt of a nomination to propose an historic landmark or historic district, the Commission shall schedule a public hearing on the proposed designation.*
- d. Notification requirements. At least 20 days prior to the public hearing, the Commission shall, by personal service or certified mail, perform the following:*

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- i. Notify the owner(s) of record of a property that has been proposed for historic landmark designation, or the owner(s) of record all properties located within a district that has been proposed for historic district designation, that the property or district, as applicable, is being considered for such designation and the reasons therefor;*
- ii. Advise the owner(s) of record of the significance and consequences of such designation, and of the rights of the owner(s) of record to contest such designation under the provisions of this ordinance;*
- iii. Notify the owner(s) of record of the date, time and location of the hearing concerning the proposed designation of the property or district; and*
- iv. Serve any further notices as may be required under the provisions of the Municipal Land Use Law.*
- e. Public notice of hearing. At least 20 days prior to the public hearing, the Commission shall also cause public notice of the hearing to be published in the official newspaper of the borough.*
- f. Public report. At least 20 days prior to the public hearing, a copy of the nomination report shall also be made available for public inspection in the municipal offices of the borough.*
- g. Public hearing. At the public hearing scheduled in accordance with this ordinance, the Commission shall review the nomination report and accompanying documents. Interested persons shall be given the opportunity to be heard and to comment on the proposed nomination for designation.*
- h. Commission report. If the proposed nomination is approved by the Commission, then the Commission shall forward a report to the Planning Board for review, which shall contain a statement of the Commission's recommendations and the reasons therefor with regard to proposed designations considered at the hearing, including a list and map of properties approved for designation.*
- i. Report to governing body*

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. The Planning Board shall review and provide a report with recommendations review and provide a report with recommendations to the governing body as soon as possible, but within 60 days.

- j. **Final designation.** As soon as possible after its receipt of the report of the planning board , the governing body shall act upon the proposed , the governing body shall act upon the proposed designation list and map and may approve, reject or modify by ordinance the designation recommendations made by the planning board. In the event that the governing body votes to reject or modify any planning board recommendations for a proposed designation, the governing body shall record in its minutes the reasons for not following such recommendation.
- k. **Public notice of designation.** Notice of designation shall be made public by publication in the official newspaper of the borough and by distribution to all municipal agencies reviewing development applications and permits. A certificate or letter of designation shall be sent to the owner(s) of record.
- l. **Incorporation of designated landmarks into Borough records.** Upon adoption of a resolution by the governing body designating an historic landmark or an historic district, the said designation shall supplement, rather than supersede, the existing zoning district in which the affected historic landmark or historic district is located. At that time, the designation list and map shall be incorporated into the master plan and zoning ordinance of the borough as required by the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. Designated properties shall also be noted as such

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on the records for those properties as maintained by the engineering and zoning offices, as well as the offices of the construction official, the borough tax assessor and the borough clerk. In addition to the requirement for notation in the foregoing borough records upon the designation of a landmark or historic district by the governing body, within 90 days of the adoption of this Ordinance, there shall be entered upon the property records in the offices of the Tax Assessor, the Construction Code Official, the Borough Engineer, the Zoning Officer and the Borough Clerk a notation which identifies the designation of each property located within or historic district as constituted on the date of adoption hereof.

Each tax/assessment search requested for a property located within an historic district shall note thereon the subject property is so located. Similarly, all forms maintained and issued by the Construction Code Official, Borough Engineer, Zoning Officer and Borough Clerk responsive to requests for information, permits, and like documents, shall contain a notation which identifies, as applicable, the designation of a property within an historic district as constituted on the date of the adoption hereof and as new landmarks as historic district designations occur hereafter.

- m. Amendments. Amendments to historic landmark or historic district designations may be made in the same manner as they were adopted in accordance with the provisions of this ordinance.*

M. Appeals.

Whenever the Commission shall make a final decision regarding the grant or denial of a permit, the decision shall be subject to appeal to the Planning Board operating as the Zoning Board of Adjustment as provided under N.J.S.A. 40:55D-70. An appeal from the decision of the Planning Board operating as the Zoning Board of Adjustment shall be made in the same manner as permitted and prescribed by law for appeals from any other decisions made by such Boards in accordance with applicable law.

N. Escrow Review Fees

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The Commission may require an applicant for a demolition or relocation permit to post a review escrow fee in an amount not to exceed \$1,000.00 if the review of said application will be complicated and require consultation with a professional engineer or architect. Such escrow account will be managed consistent with the Municipal Land Use Law (N.J.S.A. 40:55D-53.1 et seq.) and Ordinance Section 2800.

SECTION 4. All ordinances of the Borough of Flemington, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

Section 5. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

Section 6. This Ordinance shall take effect upon final passage and publication as required by law.

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PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT is made on _____, 2022 (the "Effective Date")

BETWEEN

Main 200, LLC, a New Jersey limited liability company, whose address is c/o Dr. Daniel Cassell, 830 Callowhill Road, Perkasie, PA 18944 , or its permitted assignee, referred to as "Seller;"

AND

BOROUGH OF FLEMINGTON, a municipal corporation and body politic of the County of Hunterdon in the State of New Jersey, and having an address at 38 Park Avenue, Flemington, New Jersey 08822, hereinafter referred to as "Purchaser",

WITNESSETH:

WHEREAS, Seller is the owner of certain real property having a common address of 200 Main Street, Flemington, New Jersey, and shown on the Tax Map of the Borough of Flemington, County of Hunterdon, as Block 42, Lot 9, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the same from Seller.

NOW, THEREFORE, in consideration of the covenants, agreements, and promises herein contained, and in consideration of the payment of the Earnest Money, the parties hereto do hereby covenant and agree as follows:

1. **Purchase and Sale.** Seller agrees to sell, transfer, assign and convey to Purchaser, and Purchaser agrees to purchase, accept and assume, subject to the terms and conditions stated herein, all of Seller's right, title and interest in and to the Property. As more specifically set forth in Paragraph 6 hereunder, the Purchaser agrees to use the property in accordance with applicable zoning laws.

2. **Purchase Price.** The "Purchase Price" of the Property shall be **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND &00/100 (\$1,500,000.00).**

3. **Escrow of Purchase Price.** The State of New Jersey filed a Notice of Lis Pendens against the Property, which is recorded in the Hunterdon County Clerk's Office in Deed Book 2024, Page 910. Such Lis Pendens was filed in connection with an Order Authorizing the Seizure and Restraint of Property Subject to Forfeiture entered by the Honorable Lisa Miralles Walsh, A.J.S.C., seeking forfeiture in rem of the Property, pursuant to N.J.S.A. 2C:64-1 et seq.; which is recorded in the Hunterdon County Clerk's Office in Deed Book 2465, Page 169. Therefore, the

Purchase price shall be paid by Purchaser at closing to the “Treasurer of the State of New Jersey” and held in escrow by the State of New Jersey.

The Borough’s obligations hereunder shall cease with the deposit of the full purchase price as set forth in this Paragraph. Seller shall hold the Borough harmless and release the Borough of all claims associated with the payment or deposit of the purchase price once such is deposited with the State of New Jersey.

4. **Borough’s Contingencies.** The Borough’s obligation to close is contingent upon the following:

- (a) passage of an ordinance by the Borough governing body approving the transaction contemplated herein;
- (b) filing of a Consent Order signed by Seller and the State of New Jersey acknowledging that the closing proceeds can be paid into escrow held by the State of New Jersey and that Seller’s closing costs may be paid out of the purchase price;
- (c) discharge of the Notice of Lis Pendens noted in Paragraph 3 hereunder; and
- (d) amendment of the Order Authorizing the Seizure and Restraint of Property Subject to Forfeiture noted in Paragraph 3 hereunder to delete reference to the Property;
- (e) passage of a bond ordinance by the Borough to fund the purchase of the Property and the running of any applicable appeal period.

5. In the event that these contingencies are not satisfied within six (6) months of the date of this Contract, each party may cancel this Contract upon written notice to the other.

6. **Condition of Title.**

(a) **Condition of Title.** Title to the Property shall be conveyed by Seller to Purchaser by Bargain and Sale Deed (the “Deed”), with covenants against grantor’s acts, which shall be recordable under the laws of New Jersey subject only to real estate taxes and assessments, both general and special, which are a lien but not yet due and payable as of the Closing Date and to such additional exceptions noted in the Title Commitment, if any, that do not constitute “Unpermitted Encumbrances” within the meaning of *Section 6(b)* (collectively, the “Permitted Encumbrances).

(b) **Title Insurance Commitment and Survey.** For a period of thirty (30) days after the Effective Date (the “Title Review Period”), Purchaser shall have the right, but not the obligation, to review the condition of title to the Property. Purchaser, at its sole cost and expense, may obtain a commitment (the “Title Commitment”) for an Owner’s Policy of Title Insurance to be issued for the Property by a title agent selected by Purchaser and satisfactory to Seller in its reasonable discretion. Purchaser also may obtain a survey of the Property (the “Survey”) at its sole cost and expense. In the event the Title Commitment discloses exceptions to title, other than standard or general exceptions, to which Purchaser objects, Purchaser shall so notify Seller and

shall deliver to Seller legible copies of all documents cited, raised as exceptions or noted in the Title Commitment (collectively, the "Title Documents"). Purchaser shall have until the end of the Title Review Period to notify Seller in writing of any such exceptions that Purchaser finds objectionable (the "Unpermitted Encumbrances"). Upon receipt of a notice of Unpermitted Encumbrances with respect to the Property from Purchaser, Seller may either (i) provide written notice that Seller shall not undertake any efforts to have the Unpermitted Encumbrances removed, or (ii) provide written notice that it intends to have the Unpermitted Encumbrances removed from the Title Commitment or have the title insurer commit to insure against loss or damage occasioned thereby. If Seller elects option (ii), Seller shall have thirty (30) days to have the Unpermitted Encumbrances corrected, removed from the Title Commitment, or, if Purchaser so agrees, to have the title insurer commit to insure against loss or damage occasioned thereby. If Seller informs Purchaser that it will not take any actions to have such Unpermitted Encumbrances removed from the title commitment or fails to have said Unpermitted Encumbrances so removed or insured over within the period allowed to Seller set forth above, then Purchaser, at Purchaser's option, may, within five (5) days thereafter, elect any one (1) of the following: (i) terminate this Agreement, in which event neither Party shall have any further liability hereunder other than for those provisions which expressly survive the termination of this Agreement; (ii) consummate the transaction contemplated herein, and take title to the Property as same can be conveyed; or (iii) extend the time period allowed to Seller to have said exceptions removed or insured over as set forth above (and to extend the scheduled Closing Date, if necessary) for a period of thirty (30) days (in which case the elections set forth in clauses (i) and (ii) above shall apply at the expiration of such five (5) day period). If Purchaser does not elect clause (i), (ii), or (iii) above within the requisite five (5) day period, Purchaser shall be deemed to have elected clause (ii) above.

7. Closing.

(a) Time and Place. The consummation of the transaction contemplated hereby (the "Closing") considers that the closing is anticipated to take place within sixty (60) days from the execution of this Contract, or on such earlier date agreed upon by the Parties, at the Borough Hall. Such date can be extended upon mutual agreement of the Parties. All parties will proceed diligently to meet the above date.

(b) Closing Costs. Purchaser shall pay the Realty Transfer Fee required by the State of New Jersey, and Purchaser shall pay all other recording fees with respect to the Deed. Purchaser shall pay for the title searches, the premium on the title insurance policy, and the cost of any endorsements required by Purchaser. Each party shall pay its own attorney's fees. Seller and Purchaser further agree that any closing costs not otherwise provided for herein shall be paid according to the prevailing customs for commercial property transactions in the county and the state where the Property is located.

(c) Closing Prorations. At Closing, all items customarily prorated (with the exception of ad valorem taxes and assessments, and assessments for utilities, including sewer and water) shall be prorated between Seller and Purchaser as of 12:01 a.m. on the date of Closing based upon the actual number of days in each month and year applicable to such calculation. Neither party shall be entitled to additional funds based upon re-prorations or adjustments after Closing. All prorations shall be subject to approval of the State of New Jersey, Office of Attorney General.

8. **Closing Deliveries.**

(a) At Closing, Seller shall deliver or cause to be delivered the following:

(i) A Bargain and Sale Deed with Covenants Against Grantor's Acts in substantially the same form as the deed attached hereto as Exhibit B and by reference made a part hereof (the "Deed");

(ii) an executed owner's affidavit in a form acceptable to Purchaser's Title Company, if Purchaser elects to obtain Title Insurance;

(iii) an executed affidavit or certificate in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), and any regulations promulgated thereunder, stating under penalty of perjury Seller's United States identification number and that Seller is not a "foreign person" as that term is defined in Section 1445;

(iv) the amount, if any, due from Seller to Purchaser in respect of prorations, as provided in Section 4(c) hereof; and

(v) such other items reasonably necessary for consummating the transaction contemplated hereby.

(b) At Closing, Purchaser shall deliver the following:

(i) the Purchase Price, as adjusted by prorations and costs as provided in this Agreement;

(ii) a settlement statement;

(iii) such other items reasonably necessary for consummating the transaction contemplated hereby.

(c) All documents listed in *Section 5(a)* and *Section 5(b)* above must be duly and properly executed by the respective parties thereto.

9. **Representations and Warranties of Seller.** Seller hereby represents and warrants to Purchaser as follows:

(a) Status. Seller is a limited liability company duly formed and validly existing under the laws of the State of New Jersey.

(b) Authority. The execution and delivery of this Agreement and the performance of Seller's obligations hereunder have been or will be duly authorized by all necessary action on the part of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller, subject to equitable principles and principles governing creditors' rights generally.

(c) Non-Foreign Entity. Seller is not a “foreign person” or “foreign corporation” as those terms are defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(d) Environmental Condition. Seller represents that it has no actual knowledge or belief of environmental contamination on or in the Property and that it has no actual knowledge of past industrial use of the Property.

(e) No Other Representations or Warranties. Except as expressly set forth in this *Section 6*, Seller makes no representation or warranty, express or implied, in respect of any of the Property or the liabilities or operations of Seller, including, without limitation, with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed.

10. **Representations and Warranties of Purchaser.** Purchaser hereby represents and warrants to Seller as follows:

(a) Authority. The execution and delivery of this Agreement and the performance of Purchaser’s obligations hereunder have been or will be duly authorized by all necessary action on the part of Purchaser and this Agreement constitutes the legal, valid and binding obligation of Purchaser, subject to equitable principles and principles governing creditors’ rights generally.

(b) Consents. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Purchaser or the performance by Purchaser of the transactions contemplated hereby, except for any required agreement of the State of New Jersey, Office of Attorney General, and the providing of required documentation by said Office.

11. **Default; Remedies.** In the event of either party’s default hereunder, the non-defaulting party agrees to provide the defaulting party with written notice of such default specifying the nature of such default. The defaulting party shall have a five (5) day period after the date of receipt of said notice in which to cure said default. In the event Seller does not cure any default of which it has received notice within said five (5) day period and Purchaser is ready, willing and able to perform all obligations imposed upon Purchaser hereby, Purchaser shall be entitled to terminate this Agreement and receive an immediate refund of all Earnest Money paid hereunder (and the parties shall have no further rights or obligations hereunder except for those that expressly survive a termination of this Agreement) or to pursue an action for specific performance of this Agreement within thirty (30) days after the expiration of the five (5) day period within which Seller has not cured a default for which it has received notice. In no event shall Purchaser be entitled to pursue a claim for damages against Seller. In the event Purchaser does not cure any default of which it has received notice within said five (5) day period and the transaction contemplated hereby is not closed by reason of Purchaser’s default (and Seller has performed all of its obligations hereunder) then the Earnest Money shall be paid to Seller as full liquidated damages, this Agreement shall be null and void, and none of the Parties hereto shall have any further rights or obligations hereunder, except for such rights or obligations that survive a termination of this Agreement.

12. **Broker.** There is no real estate Broker involved with no real estate commission owed.

13. **Notices.** Except as may otherwise be provided for in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be sufficient if delivered to the party being given such notice at the respective address set forth below by one of the following methods: (a) in person, (b) by overnight delivery service prepaid, (c) by U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, or (d) by facsimile or email transmission with either a confirmation of receipt by the receiving party or a copy sent no later than the next Business Day by method (a), (b) or (c).

As to Purchaser: Borough of Flemington
38 Park Ave.
Flemington, NJ 08822
mhumphrey@historicflemington.com

with a copy to: Tara St. Angelo, Esq
Gebhardt & Kiefer, PC
1318 Route 31 North
Annandale, NJ 08801
908-735-5161
tstangelo@gklegal.com

As to Seller: Dr. Daniel Cassell
830 Callowhill Road
Perkasie, PA 18944

with a copy to: Elliot Scher, Esq.
Benenson & Scher, P.A.
159 Millburn Avenue
Millburn, NJ 07041

Such notices shall be deemed to have been given when sent. Any party may change said address by giving the other parties hereto notice of such change of address.

14. **Bulk Sale Notification.** Pursuant to N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38, Purchaser may be required to notify the Division of Taxation in the Department of the Treasury of the State of New Jersey (the "Department"), at least ten (10) days prior to the transfer of title, of the proposed sale and of the price, terms, and conditions of the transaction (the "Bulk Sale Notification"). Seller agrees to fully cooperate with Purchaser, and provide any such necessary information, in connection with Purchaser's filing of a Bulk Sale Notification. If Purchaser files a Bulk Sale Notification and the Department determines that any or all of Seller's proceeds are to be held in escrow following the Closing, then such funds as determined by the Department shall be held in escrow by Purchaser's Title Company until such time as the parties are in receipt of a tax clearance letter from the Department authorizing the release of the escrow. Purchaser shall be responsible for submitting the required notification of the pending sale to the Department, to the extent it is required in connection with this transaction, and Seller agrees to fully cooperate with

any such submissions. Seller shall be solely responsible for all taxes, interest, and penalties due and owing to the State of New Jersey by Seller, and hereby agrees to indemnify and hold Purchaser harmless against any and all taxes, interest, and penalties that may be due to the State of New Jersey by Seller. Upon receipt of notice of the sums owed to the State of New Jersey, Purchaser's Title Company is authorized to disburse such amounts from the escrow in satisfaction of such outstanding obligation. The escrow established shall not terminate until the requirements of the Division of Taxation in establishing the escrow have been satisfied as evidenced by a clearance letter. This Section shall survive the Closing.

15. **Due Diligence and Inspection Period.**

(a) Purchaser shall have thirty (30) calendar days from the Effective Date (the "**Inspection Period**"), at its sole cost and expense to conduct non-invasive environmental and physical condition inspections by a qualified professional or consultant, all at the sole expense of the Buyer. Such inspections shall be conducted on reasonable advance notice, but in no event less than twenty-four (24) hours, to the Seller, during regular business hours, in a good and workmanlike manner, in compliance with all applicable legal requirements, and in a manner so as not to interfere with the conduct of any business at the Property.

(b) Seller shall permit Purchaser to have such access to the Property as Purchaser may reasonably require for itself, its representatives, and consultants to inspect the condition of the Property. All such inspections and access to the Property will be upon at least 48 hours advance notice to Seller. Purchaser acknowledges and agrees that any inspections conducted by Purchaser, its employees, contractors or agents shall be solely at the risk of Purchaser. As a condition precedent to any such entry, Purchaser shall deliver to Seller evidence of general liability insurance from Purchaser or the applicable consultants issued by a reputable insurer for Seller's benefit protecting Seller against damage to the Property, third-party property damage and personal injury from such risks, in such amounts (not to be less than \$1,000,000 combined single limits) and in form reasonably satisfactory to Seller and naming Seller and any additional parties requested by Seller as an additional insured. Purchaser shall restore the Property, at Purchaser's sole cost and expense, after any such inspection to the pre-existing condition thereof. This provision shall survive the Closing or termination of this Agreement.

(c) Purchaser shall indemnify, defend, hold and save Seller harmless from and against any and all suits, proceedings, claims, loss, cost, damage, injury or expense, including without limitation, reasonable counsel fees, arising out of or in any way related to the acts of Purchaser, its agents, contractors, consultants or employees in connection with the exercise by Purchaser of its rights under this *Section 15*. This provision shall survive the Closing or termination of this Agreement.

16. **Miscellaneous.**

(a) **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns (to the extent assignment is permitted hereunder).

(b) Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of New Jersey. In the event that any dispute hereunder results in the filing of legal action, the parties agree that such action will be maintained only in a court of competent jurisdiction in Hunterdon County, New Jersey.

(c) Headings; References. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

(d) Counterparts. This Agreement may be executed in two or more counterparts and by facsimile or emailed PDF, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(e) Entire Agreement; Amendment. This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and is the complete and exclusive statement of the terms thereof notwithstanding any representations, statements or agreements to the contrary heretofore made. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

(f) Time. Time is of the essence of this Agreement. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline that is set forth in this Agreement falls on a day that is not a Business Day, then such date shall be automatically extended to the next Business Day. For purposes of this Agreement, a "Business Day" is any day that is not a Saturday, Sunday or federal legal holiday.

(g) Possession. Possession of the Property shall be delivered to Purchaser at Closing.

(h) Risk of Loss. The Seller shall use reasonable efforts to preserve the Property in the same condition as of the date of this Contract, except for normal wear and tear, until the closing. If there is damage to the Property and the cost of repair is more than \$100,000.00 the Purchaser may cancel this Contract. If Purchaser chooses not to cancel the Contract, Seller shall assign to Purchaser any insurance proceeds that are payable with respect to the damage to the Property. Otherwise, the Purchaser shall take the Property in its AS-IS, WHERE-IS condition.

(i) Survival; Representations and Warranties. Except as expressly provided herein, the representations, warranties and agreements of the parties contained herein, if any, shall merge into the Deed and shall not survive Closing. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

(j) Drafting of Agreement; Severability. The parties each acknowledge and agree that none of the terms or provisions of this Agreement shall be construed against any of the parties merely because of who may have drafted such term or provision and that, if any of the terms or provisions of this Agreement are or should be void or unenforceable, all of the remaining

terms and provisions of this Agreement are and shall be applicable to the fullest extent permitted by law.

(k) Prevailing Party. In any litigation, arbitration or other legal proceeding that may arise between the parties hereto, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

(l) Waiver of Jury Trial. In any civil action, counterclaim, or proceeding, whether at law or in equity, that arises out of, concerns, or relates to this Agreement, any and all transactions contemplated by this Agreement, the performance of this Agreement or the relationship created by this Agreement, whether sounding in contract, tort, strict liability, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an original counterpart or a copy of this Agreement with any court, as written evidence of the consent of the parties to this Agreement of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by any other party regarding the enforceability of this provision. By execution of this Agreement, each party acknowledges that it has read and understands the effect of this jury waiver provision. Each party acknowledges that it has been advised by its own counsel with respect to the transaction governed by this Agreement and specifically with respect to the terms of this Section, or has waived such advice of counsel.

(m) Effective Date. The "Effective Date" of this Agreement shall be the date upon which the last of Seller or Purchaser has executed this Agreement with any changes thereto having been initialed by all parties.

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year indicated below.

PURCHASER:

THE BOROUGH OF FLEMINGTON

By: _____

Name:

Date of Execution:

SELLER:

Main 200, LLC

SELLER:

Main 200, LLC

By: 

Name: Daniel Cassell

Title: Manager

Date of Execution: 7/13/2022

Exhibit A
(Description)

Attachment: Purchase and Sale Agreement signed by Cassell_7.13.22 (2022-10 : Authorizing the Purchase of 200 Main St., Block 42 Lot 9)

Exhibit B

BARGAIN AND SALE DEED
[see next page]

Attachment: Purchase and Sale Agreement signed by Cassell_7.13.22 (2022-10 : Authorizing the Purchase of 200 Main St., Block 42 Lot 9)

After Recording Return to:

Prepared By: Tara St. Angelo, Esq.

Bargain and Sale Deed

THIS DEED is made on _____, 2022
BETWEEN

Main 200, LLC, a New Jersey limited liability company, whose address is 830 Callowhill Road, Perkasi, PA 18944

herein referred to as **Grantor**,
AND

THE BOROUGH OF FLEMINGTON, a public corporation of the State of New Jersey
 whose address is 38 Park Avenue, Flemington, NJ 08822

herein referred to as **Grantee**.

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

Transfer of Ownership. The Grantor grants, conveys, and transfers ownership of the property described below to the Grantee. This transfer is made for the sum of **One Million Five Hundred Thousand (\$1,500,000.00) Dollars**. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of **Flemington Borough**
 Block No. **42** Lot No. **9**

Property. The Property consists of the land and all buildings and structures on the land in the Borough of Flemington, County of Hunterdon, and State of New Jersey. The legal description of the property is:

All that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in Flemington Borough, County of Hunterdon and State of New Jersey, and is bounded and described as follows:

See Exhibit A.

Being the property conveyed to Grantor by Deed of _____, dated _____, and recorded on _____, in the Hunterdon County Clerk's Office in Book _____ of Deeds, at page _____.

This conveyance is made subject to all restrictions, easements and rights of way of record and to all zoning laws and ordinances of the Borough of Flemington and subject further to such facts as an accurate survey may disclose.

GRANTOR'S COVENANTS. (N.J.S.A. 46:4-6) Grantor covenants that the Grantor has not allowed anyone else to obtain any legal rights which affect the property. Grantor further covenants that the Grantor has done no act to encumber the property.

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

Witnessed By:

_____ BY: _____

STATE OF NEW JERSEY,
 SS.:
 COUNTY OF HUNTERDON

I CERTIFY that on _____, 2022, _____ personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the _____ of Main 200, LLC, the grantor named in the attached deed; (b) this person is attesting witness to the signing of this DEED by the proper officer who is _____ of 200 Main LLC; (c) this DEED was signed and delivered by Main 200, LLC as a voluntary act duly authorized by proper authorization of members of the limited liability company;; (d) the full and actual consideration paid for this Deed is \$ _____; and (e) this person signed this proof to attest to the truth of these facts.

Notary Public of the State of New Jersey
 My Commission Expires:

Attachment: Purchase and Sale Agreement signed by Cassell_7.13.22 (2022-10 : Authorizing the Purchase of 200 Main St., Block 42 Lot 9)

=====

<p>DEED</p> <p>=</p> <p><i>200 Main, LLC</i></p> <p style="padding-left: 100px;">Grantor</p> <p>TO</p> <p><i>The Borough of Flemington</i></p> <p style="padding-left: 100px;">Grantee</p> <p>=====</p>	<p>Dated: _____,</p> <p>=====</p> <p>Record and return to:</p>
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Attachment: Purchase and Sale Agreement signed by Cassell_7.13.22 (2022-10 : Authorizing the Purchase of 200 Main St., Block 42 Lot 9)

Prepared by:

Van L. McPherson, III, Esquire

Record & Return To: Elizabethtown Gas Company
 c/o South Jersey Industries
 Attn: Office of General Counsel
 1 South Jersey Plaza
 Folsom, NJ 08037

Grantee	Elizabethtown Gas Company
Grantor	Flemington Apts, L.L.C.

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (this “**Grant**”) is made by Flemington Apts, L.L.C., having an address of 194 Nassau Street, Princeton, New Jersey 08542 (“**Grantor**”) to **ELIZABETHTOWN GAS COMPANY**, a New Jersey public utility corporation, with offices at 520 Green Lane, Union, New Jersey 07083 (“**Grantee**”) as follows:

1. For the payment of \$1.00 to Grantor by Grantee and other good and valuable consideration, including the mutual benefits and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, conveys and confirms to Grantee a permanent non-exclusive fifteen foot (15') wide and approximately three hundred foot (300') long easement (the “**Easement**”) for Grantee’s use and occupancy and the use and occupancy of Grantee’s successors in interest and assigns, through, under and across portions of the property located at Lot 7, Block 50 on the Tax Map of Raritan and Lot 1, Block 15 on the Tax Map of Flemington, County of Hunterdon, State of New Jersey (the “**Property**”) for the **purposes** of laying, constructing, maintaining, operating, inspecting, repairing, altering, replacing and removing an underground 1 1/4” natural gas pipeline, together with all necessary associated equipment and appurtenances, provided that Grantee shall not construct any buildings and/or above-ground structures (collectively, the “**Facilities**”), all of the foregoing being limited and confined to the boundaries of the Easement Area identified on the attached Exhibit A. The location of said Easement is identified on Exhibit A hereto, and the same shall be buried and maintained at a depth of at least thirty-six inches (36”) below the surface of the ground to the top of the pipeline (the “**Easement Area**”). In any event, the Easement Area shall include seven and one-half (7½) feet in width on either side of its

center line(s), with the center line(s) thereof being the center of the gas pipeline, as installed as shown on the attached Exhibit A.

2. Grantee shall: (a) perform such installation in a safe manner consistent with generally accepted standards for installation of such Facilities; (b) perform such installation in such a way as to reasonably minimize interference with the operation of the Prospect Hills Apartment Complex on the Property; and (c) obtain, prior to commencement of any installation, all necessary governmental permits, licenses and approvals.

3. This Easement is provided for a gas line to service certain water supply infrastructure owned and maintained by the Borough of Flemington, a municipal corporation of the State of New Jersey with an address at 38 Park Avenue, Flemington, New Jersey 08822 (the "**Borough**"). Therefore, the Borough agrees that it is a signatory to this Easement and will perform its obligations set forth in this Easement.

4. Grantee, and its employees, agents, contractors and invitees, shall have free ingress and egress access to the Easement Area at all times, including the right to enter in and upon the Easement Area with workers, vehicles, equipment and materials, for the purpose of installing, maintaining, inspecting, repairing or adding to the Facilities limited to the Easement Area, by furnishing three (3) days prior notice of said entry to Grantor prior to performing any construction, maintenance, repair or alteration of the Facilities so that Grantor's employees may be present when Grantee enters the Easement Area. Grantee, and its employees, agents, contractors and invitees, shall have the right to cut and fell any brush, trees or other vegetation or plantings located within the Easement Area that might, in Grantee's exclusive discretion and sole judgment, interfere with Grantee's access to the Facilities and/or interfere with or threaten the safe, proper or convenient use, maintenance or operation of the Facilities within the Easement Area.

Grantor makes no representations or warranties with respect to the condition of the Easement Area and it shall be Grantee's responsibility to satisfy itself as to the actual surface and subsurface conditions existing at the Property and of all encumbrances, easements and restrictions of record. Actual conditions may differ from those shown on the Plan. All such work shall be completed within a reasonable period of time after commencement thereof, subject to such delays as may arise due to causes within the usual definition of force majeure. Upon completion of any such work, Grantee shall provide to Grantor a revised Plan showing the exact locations of the Facilities. All construction shall be performed in compliance with all applicable governmental statutes, ordinances and regulations. Prior to construction, Grantee shall be responsible for providing the appropriate clearance from any existing utility authorities or prior grantees benefitting from easements in the Easement Area.

In the event that the exercise of the rights granted herein to Grantee results in the disturbance of the surface of any lands, and/or any improvements thereon on Grantor's

Property except as set forth below as the obligation of the Borough, said disturbance shall be repaired, and the surface of such property and any improvements thereon shall be restored to the extent reasonably practical to their condition existing prior to the exercise of such rights including, without limitation, any sinking of land during the term of the Easement and repair any settlement within thirty (30) days of Grantor's request, to the reasonable satisfaction of the Grantor at the Grantee's sole cost and expense. For example, in the event any opening is made in the ground in connection with any of the purposes permitted hereunder, said opening shall be backfilled and resurfaced with the same type of material and to as nearly as possible the same condition including thickness as existed when said opening was made, however, any utility trenches in paved areas shall be backfilled within the Easement Area with solely dense graded aggregate compacted to 95% density (after sand is installed around the gas lines) and paved with the same thickness of asphalt as currently exists. No excavated materials shall be used as backfill in such paved areas. Grantee shall restore landscaping, as nearly as possible to its original condition, including resodding any grass or landscaping which was removed upon entry.

Grantee, at Grantee's sole cost and expense, shall remove all excess materials from the Property. Grantee cannot park any equipment or leave materials on the Property except as reasonably necessary for initial installation of the Facilities. Any equipment or materials stored on the Property necessary for the installation of the Facilities will be stored in such a manner as to not interfere with parking or traffic flow on the Property. Grantee shall maintain proper drainage of the Easement Premises and take all necessary measures to prevent erosion of the surface of the land in connection with all construction, repair or maintenance work on the Easement Premises.

The Borough will restore the paving disturbed by the initial installation of the Facilities including, without limitation, any sinking of land during the term of the Easement and repair any settlement within thirty (30) days of Grantor's request, to the reasonable satisfaction of the Grantor at the Borough's sole cost and expense. For example, in the event any opening is made in the ground in connection with any of the purposes permitted hereunder, said opening shall be backfilled and resurfaced with the same type of material and to as nearly as possible the same condition as existed when said opening was made, however, any disturbance to paved areas shall be backfilled within the Easement Area with solely dense graded aggregate compacted to 95% density and paved with the same thickness of asphalt as currently exists. No excavated materials shall be used as backfill in such paved areas. Grantee shall restore landscaping, as nearly as possible to its original condition, including resodding any grass or landscaping which was removed upon entry.

Promptly after the completion of installation of the Facilities, Grantee agrees to furnish to Grantor, at no cost to Grantor, a copy of an "as-built" showing the actual location of the Facilities within the Easement Area to include a metes and bounds description of the Easement Area.

In addition to Grantee's access to the Easement Area, Grantee shall have the right as part of the Easement to reasonably use the adjacent land for working space during the construction, maintenance and alteration of the facilities and equipment permitted hereunder. Grantee shall have the right of ingress and egress to and from Grantor's Property, upon prior notice to Grantor, in order to make repairs that may be necessary to prevent personal injury and/or property damage or to provide for service restoration. Grantee shall make reasonable efforts to notify Grantor in advance prior to such entry and the purpose(s) associated therewith. Grantee shall have the right to prohibit third parties from tampering with the Easement Area.

Notwithstanding anything to the contrary shown on Exhibit A, the Borough and not the Grantor shall cut and maintain the grass and trees within the Easement Area. In that regard, the Borough, and its employees, agents, contractors, and invitees, shall have the right to access the Easement Area for that purpose. The Borough shall have the right of ingress and egress to and from Grantor's Property, without prior notice to Grantor, in order to maintain and cut the grass and trees within the Easement Area.

5. Grantor shall not interfere with, tamper with, impede, or prevent the use by Grantee of the Easement Area for the purposes set forth in this Grant. Grantor shall not fence or otherwise restrict or impede Grantee's access to the Easement Area, and Grantor shall not build or allow to be built any structures on said Easement Area, or change the grade thereof, without the prior written consent of Grantee, which consent shall not be unreasonably withheld. Without limiting the foregoing, Grantor retains, reserves and shall continue to enjoy, the use of the surface and areas above the surface of the Easement Area, including planting in the Easement Area, without the prior written consent of Grantee, for any and all purposes that do not interfere with, impede or prevent the use by Grantee of the Easement Area for the purposes set forth in this Grant. In addition, Grantor may install or grant Easements or rights to others to install underground facilities in the Easement Area, such as storm sewer lines, sanitary sewer lines, water lines and similar pipes or conduits, provided that they do not interfere with, or impede the use by Grantee of the Easement and that Grantee has provided its prior written consent, which consent shall not be unreasonably withheld.

6. Grantee will reimburse Grantor for, or restore in kind, any damage to Grantor's property caused by Grantee outside of the Easement Area. Subsequent to the initial installation of the Facilities, Grantee will also reimburse Grantor for, or restore in kind, any damage caused by Grantee to any landscaping, paving, curbing, underground facilities or similar improvements permitted under this Grant within the Easement Area. Grantor shall take reasonable measures to mitigate or limit such damage. Notwithstanding the foregoing, Grantee shall not be required to replace any trees removed during the initial installation of the Facilities within the Easement Area as shown on the attached Exhibit A.

7. Grantee shall defend, hold harmless, and indemnify Grantor from and against any and all claims, costs, expenses (including reasonable attorneys' fees and expenses), losses, or damages for property damage or personal injury caused by the negligence or wrongful action or inaction of Grantee, its agents, contractors, employees, successors and assigns, or the breach of this Grant by Grantee. Grantor shall defend, hold harmless and indemnify Grantee from and against any and all claims, costs, expenses (including reasonable attorney's fees and expenses), losses, or damages for property damage or personal injury caused by the negligence or wrongful action or inaction of Grantor, its agents, contractors, employees or assigns, or the breach of this Grant by Grantor. Nothing in this Easement shall be construed as a waiver by Grantor of any warranty, express or implied, or of any remedy at law or in equity.

8. Grantor agrees to release, hold harmless, covenant not to sue, and indemnify Grantee, its agents, contractors, employees, successors and assigns against any and all claims for cleanup and removal costs or the costs of remediation related to any environmental conditions currently existing or which may exist in the future, whether known or unknown to Grantor, caused by Grantor, its employees, successors and assigns (including, but not limited to, any underground storage tanks, soil and/or groundwater contamination, and any vapor intrusion), at the Property, so long as the environmental condition was not directly and solely caused by the actions of the Grantee, its agents, contractors, employees, successors and assigns.

9. The laws of the State of New Jersey shall govern all matters arising out of or relating to this Grant of Easement, without giving effect to its conflict of laws principles. Grantor agrees that the Superior Court of New Jersey, Hunterdon County, shall have exclusive jurisdiction and venue to hear and determine any claims or disputes pertaining directly or indirectly to this Grant, including but not limited to, claims for injunctive relief, specific performance and/or damages. Grantor submits and consents in advance to such jurisdiction in any action or suit commenced in such court, and Grantor hereby waives any objection that it may have based upon lack of jurisdiction, improper venue or *forum non conveniens*.

10. Any costs incurred by Grantor or Grantee in instituting legal action to enforce or interpret the terms of this Grant, including without limitation, costs of arbitration or suit and reasonable attorneys' fees, shall be paid to the prevailing party by the losing party.

11. The failure of either Grantor or Grantee to enforce the terms of this Grant of Easement, or any forbearance by either Grantor or Grantee in the exercise of its rights under this Grant, shall not be deemed or construed to be a waiver of any rights under this Grant. No delay or admission by either Grantor or Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

12. If the Grantor undertakes excavations or other construction, Grantor shall provide sufficient lateral support, by artificial means if necessary, to the Easement Area during the progress and after completion of such excavations or construction.

13. The person or persons executing this Grant represent to having the full authority to do so.

14. All notices to be provided pursuant to this Grant shall be given by certified mail, return receipt requested, addressed as follows or to such other address as such party may subsequently provide by notice to the other party:

GRANTOR

Flemington Apts, L.L.C.
902 Carnegie Center
Suite 400
Princeton, New Jersey 08542
Attn: Jeffrey H. Sands, Managing Member

GRANTEE

Elizabethtown Gas Company
520 Green Lane
Union, New Jersey
07083
Attn: Engineering Department

15. If the Easement Area is taken, in whole, or in part, by the exercise of the power of eminent domain, Grantee shall be entitled in such proceeding to compensation in accordance with the allocation of the value of its interest.

16. ***Grantor does hereby covenant to Grantee as follows:***

- A. Grantor is the owner in fee simple of the real estate hereby subjected to said Easement and has good title to convey the same;
- B. Grantee shall quietly enjoy said Easement, subject to the covenants, conditions, easements and restrictions of record affecting the Easement;
- C. The premises hereby subjected to said Easement are not subject to any mortgages; and
- D. Grantor will provide to the Grantee, if requested, a reasonably acceptable Affidavit of Title.

17. The Easement provided for in this Grant shall be non-exclusive, permanent, endure perpetually and shall be for the benefit of, and binding on, the successors and assigns of the parties hereto.

18. This Grant contains and expresses all of the agreements and obligations of Grantor and Grantee in regard to this subject matter. Any modification of this Grant must be in writing, duly executed by the Grantor and Grantee, and recorded.

19. If Grantee should abandon the use of all of its pipelines and appurtenances located in the Easement Premises, then Grantor, its successor and assigns, shall have the right to require Grantee, its successors or assigns, to remove the pipelines and appurtenances located upon the Easement Premises within one hundred eighty (180) days of such abandonment. If Grantee does not (and Grantor does not require Grantor

Signer's Title: _____
(Signer's Title)

STATE OF NEW JERSEY

COUNTY OF MERCER

I certify that on this _____ day of July, 2022,
(date) (month) (year)

Jeffrey H. Sands, personally came before me, the
(Signer's Name)

undersigned authority, a Notary Public, satisfactorily identified himself/herself and acknowledged under oath, to my satisfaction, that this person:

- a. Signed the attached Easement;
- b. Was authorized to and executed this Easement as the

Managing Member of the entity
(Signer's Title)

named in the Easement; and

- c. Executed this Easement as an act of the entity named in the Easement.

Notary Public
My Commission Expires:

STATE OF

COUNTY OF

I certify that on this _____ day of July, 2022,
(date) (month) (year)

_____, personally came before me, the
(Signer's Name)

undersigned authority, a Notary Public, satisfactorily identified himself/herself and acknowledged under oath, to my satisfaction, that this person:

- a. Signed the attached Easement;
- b. Was authorized to and executed this Easement as the

(Signer's Title) of the entity
named in the Easement; and
- c. Executed this Easement as an act of the entity named in the Easement.

Notary Public
My Commission Expires:

STATE OF

COUNTY OF

I certify that on this _____ day of July, 2022,
(date) (month) (year)

_____, personally came before me, the
(Signer's Name)

undersigned authority, a Notary Public, satisfactorily identified himself/herself and acknowledged under oath, to my satisfaction, that this person:

- a. Signed the attached Easement;
- b. Was authorized to and executed this Easement as the

(Signer's Title) of the entity
named in the Easement; and
- c. Executed this Easement as an act of the entity named in the Easement.

Notary Public

My Commission Expires:

(** Note: All dates throughout the Easement and Notary section must match exactly.)

Attachment: 37 Shields Ave Easement_FINAL (2022-171 : Resolution Authorizing Execution of an Easement)

EXHIBIT A

