



2022

Preliminary Investigation of an Area in Need of
Redevelopment (Non-Condensation) for
Closson Tract



APRIL 14, 2022

City of Lambertville, Hunterdon County, New Jersey

Clarke Caton Hintz | 100 BARRACK STREET | TRENTON, NJ | 08608



Preliminary Investigation of an Area in Need of Redevelopment (Non-Condensation) for Closson Tract

City of Lambertville, Hunterdon County, New Jersey

Adopted pursuant to N.J.S.A. 40A:12A-1, *The New Jersey Local Redevelopment and Housing Law*, as a Non-Condensation Preliminary Investigation by the Planning Board on May 4, 2022.

Endorsed by the City Council on May 19, 2022.

Prepared for City of Lambertville by:

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A signed and sealed copy of this document is available at the municipal building.



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INTRODUCTION

The City Council of Lambertville directed the Planning Board, pursuant to Resolution #65-2022 (adopted on April 5, 2022), to conduct a preliminary investigation to determine whether the area known as the Closson tract qualified as an *area in need of redevelopment* (AINR), pursuant to the criteria established at N.J.S.A. 40A:12A-1 et seq., known as the “*Local Redevelopment and Housing Law*” (“LRHL”). The Closson tract is composed of Block 1002, Lot 41 (the “Study Area”). Furthermore, the City Council, in accordance with the requirements of the LRHL, indicated that the the Closson tract was being considered as a “non-condemnation redevelopment area”, such that the use of the power of eminent domain would not be used within the AINR, should it be so designated. Subsequent to the City Council resolution, the Planning Board, pursuant to Resolution #1-2022 dopted April 6, 2022, directed this office to undertake such a study.

This report, which constitutes a *Preliminary Investigation* of the Closson tract, is the statutorily-enabled vehicle by which the Planning Board may respond to the City Council’s request to study the area in question. It provides an examination of the existing conditions of the study area, depicted through photography, written descriptions and data analysis. The information gathered is compared to the criteria contained within the LRHL and, based on that comparison, a recommendation is made as to whether it should be formally identified as an AINR.

Statutory Authority and Process

Under the LRHL municipalities are empowered to determine whether an area is in need of rehabilitation or redevelopment, to adopt a redevelopment plan, and to implement and carry out redevelopment projects. The City of Lambertville must follow the statutorily defined process set forth in the LRHL (see summary this page). This process may result in the adoption of a redevelopment plan, which is new set of development regulations, along with the ability to offer enhanced fiscal tools that may act as incentives to prospective redevelopers. This study is the statutorily required first step in the redevelopment process and is limited to a review of the study area and the creation of a report as to the applicability of the criteria set forth in Section 5 of the LRHL.

LRHL Redevelopment Process

- Governing body directs the planning board to undertake a preliminary investigation to determine whether or not an identified area is in need of redevelopment.
- Planning board conducts an investigation and holds a public hearing on the proposed redevelopment-area designation.
- After a review of the planning board’s recommendation, governing body may designate all or a portion of the study area as an “area in need of redevelopment”.
- The governing body prepares a redevelopment plan for the area, or directs the planning board to prepare the plan.
- The governing body adopts the redevelopment plan
- The governing body or another public agency/ authority designated as the “redevelopment entity” that oversees the implementation of the redevelopment plan.
- The redevelopment entity selects a redeveloper(s) to undertake a project(s) that implement the plan.

STUDY AREA DESCRIPTION

Location and Existing Conditions: The Closson tract (the “*Study Area*”) consists of 8.491 acres of developed and undeveloped land in the north-west quadrant of the City. The study area is bound by the common open space for the Lamberts Hill development to the north and east; the common open space for the Lamberts Hill development, Phillips Barber Road and the Union Fire House to the south; and, multi-family apartments, single-family detached dwellings, semi-detached dwellings, and the Diamond Silver nonresidential multi-tenant building to the west.



The *Study Area* is developed with two single-family detached dwellings, a farm market, barns, garages and sheds. The property also has a fenced in agricultural area. There is a small intermittent un-named stream that bisects the property flowing from east to west. The property has a 30-foot elevation change sloping from the northeast to the southwest and has a 40-foot elevation change sloping from the southeast to the northwest; both terminating at the stream bisecting the property.

The *Study Area* is located within the Lambertville Historic District (NJ and National Register #1601). The Lambertville Historic District has a period of significance between 1700 to 1933. The *Study Area*, known as Holcombe Farm, is identified as contributing to the Lambertville Historic District.

In 1724, John Holcombe erected the stone house on North Main Street which is now known as Washington’s headquarters since General George Washington stayed at the Holcombe House twice during the Revolutionary War. Neither Holcombe nor his descendants were interested in developing the land except for farming purposes, however, and the farm he laid out served as the northern boundary of Lambertville as late as 1851. Development and growth of Lambertville had been confined on the north end of town by the Holcombe farm until John Holcombe died in 1951 and his estate was divided between his son and daughter. The daughter, whose land lay east of North Main Street, kept her portion intact as it remains roughly to this day and is the current *Study Area*.¹



¹ Delaware and Raritan Canal State Park Historic Structures Survey, dated June 1982.

The Holcombe House was the headquarters in which George Washington planned the Battles of Monmouth and Germantown, as well as the site for overnight stays by other remarkable revolutionaries such as Alexander Hamilton. The historic barn and corn crib were built in the early 1700's with post and beam wooden peg joinery; these structures are archetypical of a by-gone method of revolutionary-era construction. The corn crib is the fifth oldest barn structure still standing in the State of New Jersey.

The City of Lambertville purchased the lands within the *Study Area* on June 1, 2021 (see Appendix B for documentation related to the City's acquisition of the property). The City acquired the lot in its entirety in fee (8.491 acres) and is creating a non-open space funded area (2.29 acres) that will remain with the City (see attached "Survey of Lands" in Appendix C). The remaining portion (6.201 acres) is a Green Acres funded open space area. The existing driveway located in the non-open space funded area will provide public access to both the non-open space funded area and the Green Acres funded open space area.

Existing Zoning: The *Study Area* is located within the Residential Low Density (R-L) zoning district. The purpose of the R-L District is *"to provide for single family detached dwellings at densities between 1.3 units per acre and 3 acres per unit. The R-L district is characterized by areas of steep slopes; freshwater wetlands; streams; shallow, stony soils; and shallow depth to bedrock that present difficult sites to develop. Because of these characteristic, cluster or residential units on the least constrained land is preferred over conventional development."*² Permitted principal uses in the R-L district includes single-family detached dwellings; public, parochial and non-profit private schools for academic instruction; parks and recreation; conservation; municipal use; cemetery; Residential Option 1 Overlay District, which includes the Lambert Hill cluster development; and, the IO-1 Inclusionary Overlay Zone District, which is an affordable housing overlay zone on Block 1072, Lots 3 and 3.01 and Block 1058, Lot 15. Conditional uses in the R-L district include residential uses on reduced area lots as otherwise permitted in areas characterized as steep slopes in accordance with Section Z-519; nursing homes or assisted living facilities; houses of worship; farm markets; bed and breakfast accommodations; and, ECHO units.

² Section Z-402.1, Purpose, of the City of Lambertville's Zoning Code.

Delaware Township



Study Area

179

**Solebury,
Pennsylvania**

West Amwell Township

29

179

165

**New Hope,
Pennsylvania**



29



0 750 1,500 Feet

CLOSSON TRACT AREA IN NEED OF REDEVELOPMENT (NON-CONDEMNATION)
PRELIMINARY INVESTIGATION STUDY

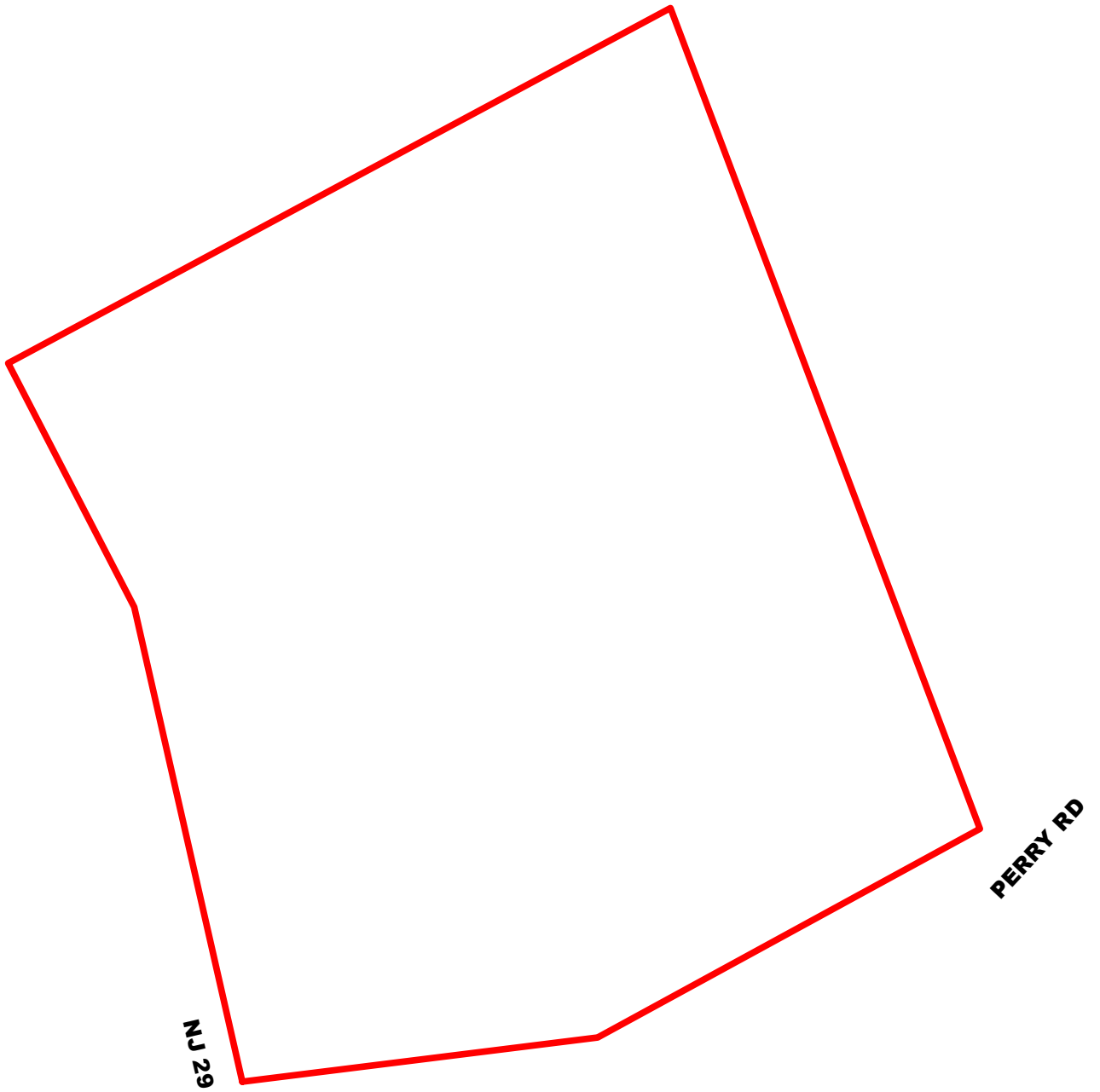
Location Map

LOCATION:
City of Lambertville, Hunterdon County, New Jersey


DATE:
April 2022

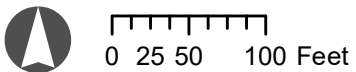
Clarke Caton Hintz
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Landscape Architecture





Aerial Source: New Jersey 2020 High Resolution Orthophotography,
 Natural Color Web Map Service (WMS), NJ Office of Information Technology,
 Office of GIS (NJOGIS), Published July 7, 2021.

Legend
 Study Area



CLOSSON TRACT AREA IN NEED OF REDEVELOPMENT (NON-CONDEMNATION)
 PRELIMINARY INVESTIGATION STUDY

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Study Area

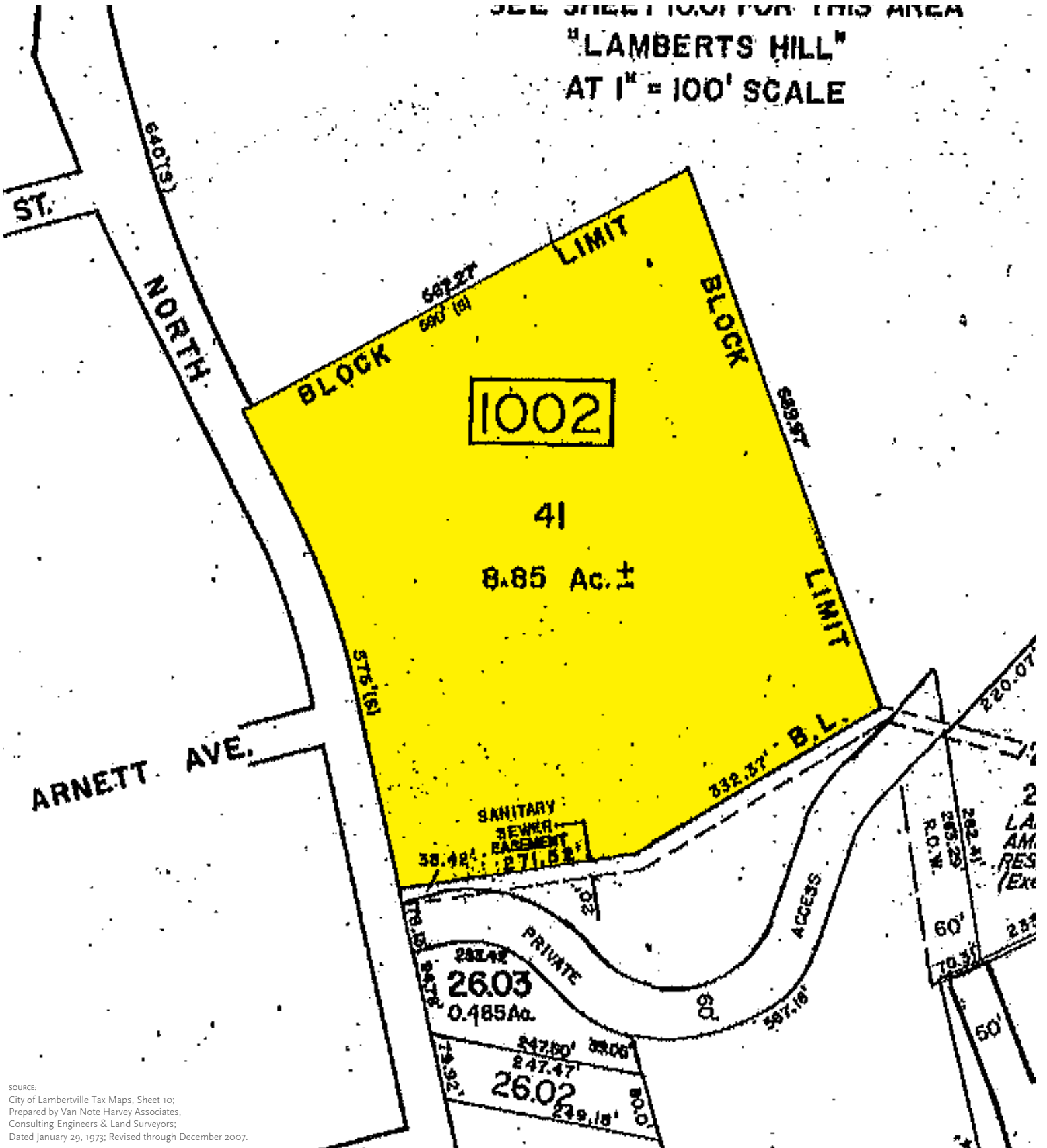
LOCATION:
 City of Lambertville, Hunterdon County, New Jersey

DATE:
 April 2022

SEE SHEET 1001 FOR THIS AREA

"LAMBERTS HILL"

AT 1" = 100' SCALE



SOURCE:
 City of Lambertville Tax Maps, Sheet 10;
 Prepared by Van Note Harvey Associates,
 Consulting Engineers & Land Surveyors;
 Dated January 29, 1973; Revised through December 2007.



N.T.S.

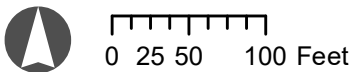
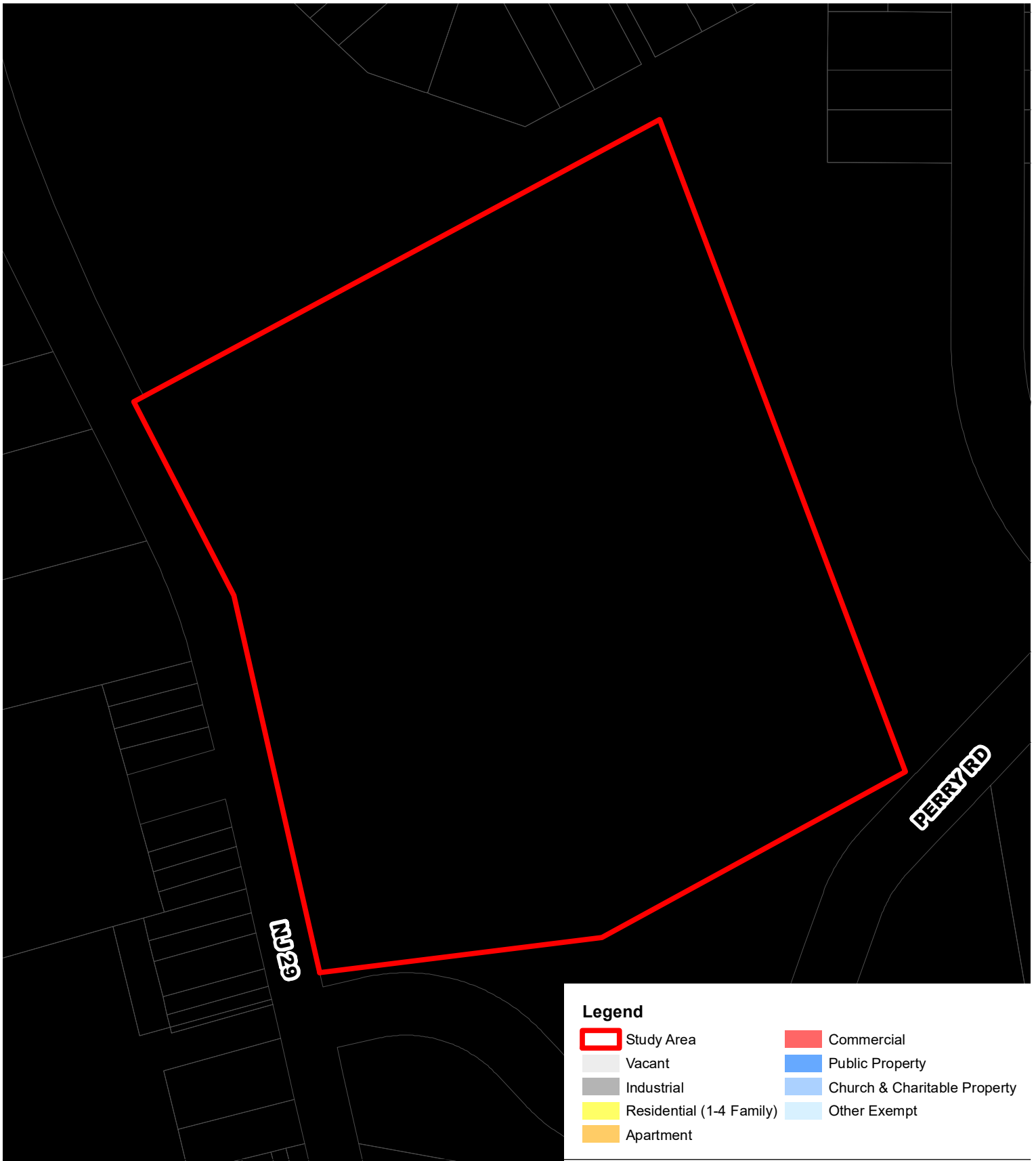
CLOSSON TRACT AREA IN NEED OF REDEVELOPMENT (NON-CONDEMNATION)
 PRELIMINARY INVESTIGATION STUDY

Tax Map

LOCATION:
 City of Lambertville, Hunterdon County, New Jersey

DATE:
 April 2022

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CLOSSON TRACT AREA IN NEED OF REDEVELOPMENT (NON-CONDEMNATION)
PRELIMINARY INVESTIGATION STUDY

Land Use

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Architecture
Planning
Landscape Architecture

LOCATION:
City of Lambertville, Hunterdon County, New Jersey

DATE:
April 2022

APPLICATION OF REDEVELOPMENT CRITERIA TO THE STUDY AREA

Criteria set forth in the LRHL at N.J.S.A. 40A:12A-5 provides the basis for the determination of an area in need of redevelopment (AINR). Although there are a variety of factors that could apply to an area, an area qualifies as being in need of redevelopment if it meets at least one (1) of the eight (8) statutory criteria. These criteria are commonly identified by the letter (a-h) corresponding to the paragraphs of Section 5 of the LRHL. They relate to the impact of a particular area on public health, safety and welfare, primarily through conditions of deterioration, obsolescence, disrepair and faulty designs. The absence of use and an area's relationship to an Urban Enterprise Zone or "smart growth" area are also addressed in the criteria.

In addition to the criteria contained at N.J.S.A. 40A:12A-5, the LRHL also permits the designation of areas, or portions of study areas that are not necessarily detrimental to the public health, safety and welfare to be designated as an area in need of redevelopment when their inclusion facilitates the redevelopment of the remaining area. At N.J.S.A. 40A:12A-3, the LRHL defines a "redevelopment area" or "area in need of redevelopment" to include:

"...lands, buildings, or improvements which of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part."

Redevelopment Criteria "a" through "d" (N.J.S.A. 40A:12A-5)

- a. The generality of buildings is substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.
- b. The discontinuance of the use of buildings previously used for commercial, manufacturing, or industrial purposes; the abandonment of such buildings; or the same being allowed to fall into so great a state of disrepair as to be untenable.
- c. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency, or redevelopment entity, or unimproved land that has remained so for a period of ten years prior to adoption of the resolution, and that be reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.
- d. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.

Criterion “c”

The Closson Tract meets the “c” criterion since it is “*Land that is owned by the municipality, the county, a local housing authority, redevelopment agency, or redevelopment entity...*” The following discussion provides the evidence supporting the appropriate application of Criterion “c” to the Study Area.

Public Ownership

The City of Lambertville acquired the land within the study area on June 1, 2021 (see Appendix B).

Criterion “c” is repeated below:

Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.

It is instructive to compare this portion of the LRHL with the prior law, the Blighted Area Act (N.J.S.A. 40:55-21.1(c), repealed) as did Judge Orlando. This reads as follows:

Unimproved vacant land, which has remained so for a period of ten years prior to the determination hereinafter referred to, and which land by reason of its location, or remoteness from developed sections or portions of such municipality, or lack of means of access to such other parts thereof, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.

In other words, the LRHL added, “Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity” to the beginning of the earlier law and this criterion. By definition, land in public ownership is not available for

Redevelopment Criteria “e” through “h” (N.J.S.A. 40A:12A-5)

- e. A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of real property therein or other conditions, resulting in the stagnant or not fully productive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare.
- f. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.
- g. In any municipality in which an enterprise zone has been designated pursuant to the “New Jersey Urban Enterprise Zones Act,” P.L. 1983, c.303 (C.52:27H-60 et seq.) (subject to limited redevelopment powers)
- h. The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.

development by the private sector. It is exactly the provisions in the redevelopment law - declaring an area in need of redevelopment, creating a redevelopment plan and issuing a request for proposal for redevelopment - that can lead to the leveraging of private dollars coupled with the public asset of land to further growth.

Based on the analysis in this document, ownership by the City of Lambertville, alone, supports the finding that Criterion “c” is met.

Criterion “d”

The Closson Tract meets the “d” criterion since it contains “*areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities...or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of a community.*” The following discussion provides the evidence supporting the appropriate application of Criterion “d” to the Study Area.

Stormwater Management Facilities Are Obsolescent

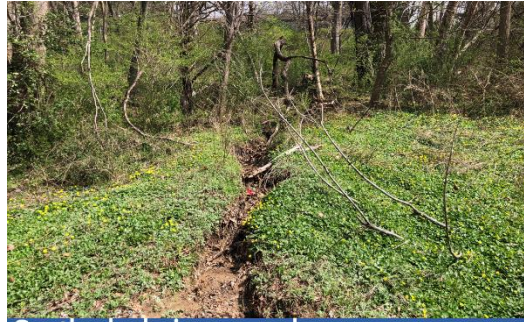
Pursuant to an April 13, 2022 site visit, no stormwater management facilities were observed onsite with the exception of two (2) New Jersey Department of Transportation (NJDOT) catch basins at the driveway entrance along New Jersey State Highway (N.J.S.H.) Route 29 (North Main Street) that had a drainage discharge pipe into the unnamed tributary that traverses the *Study Area*. Otherwise, it appears that stormwater onsite is all directed towards the unnamed tributary based on the exiting site grades.



It should also be noted that there are two large drainage swales/ditches that traverse the *Study Area* before discharging into the unnamed tributary. One of the drainage swales originates in the vicinity of the northeasterly property corner from a discharge from the neighboring Lamberts Hill development. The second drainage swale originates in the vicinity of the southeasterly corner from a drainage discharge from Phillips Barber Road. The stormwater from the northerly drainage feature appears to flow through a shallow swale through a wooded area before it flows through a shallow swale in the meadow before entering the unnamed tributary. The stormwater from the southerly drainage feature appears to flow through a shallow swale through a wooded area before it enters an eroded swale within a meadow and then flows through a drainage gully/ditch before entering the unnamed tributary.



Southerly drainage pipe



Southerly drainage swale

The lack of any stormwater management infrastructure contributes storm-driven inundation, which results in conditions that are detrimental to public safety within the *Study Area*.

Driveways and Parking Areas Are Dilapidated

The lack of maintenance and subsequent dilapidation are evident within the existing gravel driveways and the paved off-street parking area and the elements therein.

The gravel driveway exhibits sign of erosion and insufficient width despite complying with the City’s drive width standards for a single-family detached dwelling. Pursuant to §Z-509.11, a driveway for a single-family or two-family residential use shall have a minimum driveway width of nine (9) feet and a maximum driveway width of twelve (12) feet. The gravel driveway that leads to the “log cabin” dwelling ranges between approximately nine (9) and ten (10) feet in width. However, there is evidence of vehicles driving outside of the gravel area. This could be due in part to the tree branches that are overhanging into the driveway area. Moreover, there are signs of erosion where the paved driveway transitions to the gravel driveway, where the gravel driveway turns north towards the “log cabin” dwelling and adjacent to the two-story barn south of the “log cabin” dwelling.



Evidence of obsolete driveway width



Evidence of erosion

The pavement exhibits fragmentation and cracking, with vegetation colonizing where pavement is failing. The incursion of vegetation within the fissures is hastening the dilapidation of the pavement.



Dumping and Litter

On April 13, 2022, areas of litter were observed within the *Study Area*. Pursuant to §4-1.1 of the Lambertville’s City Code, “litter shall mean garbage, refuse, or rubbish and all other waste materials which, if thrown or deposited herein prohibited, tends to create a danger to public health, safety and welfare.” Piles of asphalt millings, pallets, bricks, wood and soil were observed on site; remnants from the prior owners of the *Study Area*. Moreover, hay and rubbish was observed within the southerly drainage gully that flows into the unnamed tributary. Pursuant to §4-1.8, “no person shall through or deposit litter on any occupied private property within the City whether owned by such person or not, except that the owner or person in control of private property may maintain authorized private receptacles for collection in such manner that litter will be prevented from being carried, or deposited by the elements upon any street, sidewalk, or other public place, or upon any private property”. Moreover, pursuant to §BH2-2, “it shall be unlawful to place, throw or dump, or allow to be placed, thrown or dumped, any garbage, rubbish, offal, or other offensive or injurious material of any kind in any well, spring, ditch, stream, creek or canal in the City.” All of this debris contributes to the unsafe and unhealthy conditions within the *Study Area*.



These faulty conditions, and the persistent negative effects resulting therefrom, constitute substantial evidence to support the finding that Criterion “d” is met.

RECOMMENDATION

This report and appendices constitute the preparation of a preliminary investigation for determining an Area in Need of Redevelopment as directed by the City Council of the City of Lambertville. It is the conclusion of this preliminary investigation that there is substantial evidence that the Study Area qualifies under the criteria set forth in Section 5 of the LRHL, to be designated as an Area in Need of Redevelopment.

The Study Area satisfies criterion “c” based on Lambertville’s ownership and satisfies criterion “d” due to persistent negative site conditions that exhibit faulty design, obsolescence and dilapidation.

SUBSEQUENT PROCEDURAL STEPS

Public Hearing

Upon receipt of this preliminary investigation, the Planning Board is required to hold a public hearing. Notices for the hearing are required to be published in the newspaper of record in the municipality once each week for two (2) consecutive weeks. A copy of the notice should be mailed to the last owner of record of each property within the Study Area. Although the City is the owner of the property, the Planning Board is still required to satisfy the notice requirements. The newspaper notice should be published in the official paper.

Planning Board Recommendation to City Council

Once the hearing has been completed, the Planning Board makes a recommendation to the City Council that the delineated area, or any part of such an area, should or should not be determined to be an Area in Need of Redevelopment. The City Council may then adopt a resolution determining that the delineated area, or portion, is a Redevelopment Area. Notice of such determination is then sent to each objector who has sent in a written protest. *The Planning Board held a public hearing on May 4, 2022, recommending that the Study Area be designated as an Area in Need of Redevelopment.*

Redevelopment Plan

If a Redevelopment Area is designated by the City, the next action is the creation and adoption of a redevelopment plan for the Redevelopment Area. A Redevelopment Plan is adopted by ordinance by the City Council before any redevelopment project is initiated. Depending on the nature of the Redevelopment Plan, it may contain some or all of the land use controls for a particular Redevelopment Area. Furthermore, a redevelopment plan may be created in such a way as to provide for detailed recommendations regarding circulation, open space, housing

Redevelopment Plan: Required Elements (N.J.S.A. 40A:12A-7(a))

- The plan's relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
- Proposed land uses and building requirements in the project area.
- Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.
- An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.
- The relationship of the plan to the master plans of contiguous municipalities, the master plan of the county in which the municipality is located, and the State Development and Redevelopment Plan.
- Pursuant to N.J.S.A. 40A:12A-7(c), the Redevelopment Plan must also describe its relationship to pertinent municipal development regulations as defined in the "Municipal Land Use Law", N.J.S.A. 40:55D-1 et seq.

urban design and architecture. At a minimum, pursuant to N.J.S.A. 40A:12A-7(a), a redevelopment plan is required to address a series of required elements. A Redevelopment Plan should be, either, substantially consistent with the municipal master plan or designed to effect the master plan.

APPENDIX A

City Resolution # 62-2022

Planning Board Resolution #1-2022

**CITY OF LAMBERTVILLE
RESOLUTION NUMBER 65-2022**

A RESOLUTION OF THE CITY OF LAMBERTVILLE, COUNTY OF HUNTERDON, DIRECTING THE CITY PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION TO DETERMINE WHETHER BLOCK 1002, LOT 41 (CLOSSON PROPERTY), OR ANY PART THEREOF IS AN AREA IN NEED OF REDEVELOPMENT AS DEFINED IN *N.J.S.A. 40A:12-6*

WHEREAS, the governing body of the City of Lambertville (the “**City**”) seeks to undertake a redevelopment effort within the City; and

WHEREAS, *N.J.S.A. 40A:12A-6* authorizes the governing body of any municipality, by Resolution, to have its Planning Board conduct a preliminary investigation to determine whether any area of the municipality is a redevelopment area pursuant to the criteria set forth in *N.J.S.A. 40A:12A-5*; and

WHEREAS, the Governing Body of the City of Lambertville (the “**Governing Body**”) considers it to be in the best interest of the City to have the City’s Planning Board conduct such an investigation regarding **BLOCK 1002, LOT 41**, which parcel is currently owned by the City of Lambertville, as described and delineated on the official Tax Map of the City of Lambertville (the “**Property**”); and

WHEREAS, such preliminary investigation will be designed to evaluate such area to determine whether designation of the Property as an “area in need of redevelopment” is in conformance with statutory criteria and the City’s efforts toward redevelopment, pursuant to the Master Plan; and

WHEREAS, the redevelopment area determination requested hereunder authorizes the City and Governing Body to use all those powers provided by the Local Housing and Redevelopment Law, *N.J.S.A. 40A:12A-1, et seq.*, for use in a redevelopment area, except for the

power of eminent domain (hereinafter referred to as a “**Non-Condensation Redevelopment Area**”).

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lambertville, County of Hunterdon, that:

Section 1. The Planning Board of the City of Lambertville is hereby directed to conduct a preliminary investigation to determine whether the Property meets the statutory requirements for designation as a Non-Condensation Redevelopment Area according to the criterion set forth in *N.J.S.A. 40A:12A-5*.

Section 2. The Planning Board of the City of Lambertville is hereby directed to study the Property, to develop a map showing the boundaries of the proposed Non-Condensation Redevelopment Area, to provide public notice and conduct public hearings pursuant to *N.J.S.A. 40A:12A-6* and to draft a report and resolution containing its findings.

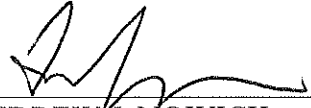
Section 3. Pursuant to *N.J.S.A. 40A:12A-6*, the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area, except for the use of eminent domain, as to the Property within the Non-Condensation Redevelopment Area.

Section 4. The results of such preliminary investigation shall be submitted to the Governing Body for review and approval in accordance with the provisions of the Local Housing and Redevelopment Law, *N.J.S.A. 40A:12A-1, et seq.*

Section 5. This resolution shall take effect as provided by applicable law.

ADOPTED at a meeting of the Governing Body of the City of Lambertville, Hunterdon
County, on April 5, 2022;

CITY OF LAMBERTVILLE



ANDREW J. NOWICK
MAYOR

ATTEST:



CYNTHIA L. EGE, CMR, RMC
City Clerk

**CITY OF LAMBERTVILLE PLANNING BOARD
RESOLUTION NO. 1-2022**

A RESOLUTION OF THE CITY OF LAMBERTVILLE PLANNING BOARD, COUNTY OF HUNTERDON, AUTHORIZING AND DIRECTING THE BOARD PLANNER TO PREPARE A PRELIMINARY INVESTIGATION TO DETERMINE WHETHER BLOCK 1002, LOT 41 (CLOSSON PROPERTY), OR ANY PART THEREOF, IS A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT AS DEFINED IN N.J.S.A. 40A:12-5

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et. seq. ("Redevelopment Law") provides a mechanism to empower and assist local governments in efforts to promote programs of redevelopment; and

WHEREAS, the Local Redevelopment and Housing Law sets forth a specific procedure for establishing an area in need of redevelopment; and

WHEREAS, N.J.S.A. 40A:12A-6 authorizes the governing body of a municipality by Resolution, to cause its Planning Board to conduct a preliminary investigation to determine whether the proposed area is an area in need of redevelopment according to the criteria set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, the Planning Board's determination that proposed the Closson Property, Block 1002, Lot 41, or any part thereof, is an area in need of redevelopment shall authorize the municipality to use all those powers provided by the Legislature for use in a Non-Condemnation Redevelopment Area; and

WHEREAS, the City by Resolution # 65-2022, adopted April 5, 2022, pursuant to the Redevelopment Law, authorized and directed the Planning Board to undertake a preliminary

investigation to determine if a specific area located in the City, namely Block 1002, Lot 41, or any part thereof, qualifies as a Non-Condensation Area in Need of Redevelopment (the "Redevelopment Area") according to the criteria set forth in the Redevelopment Law; and

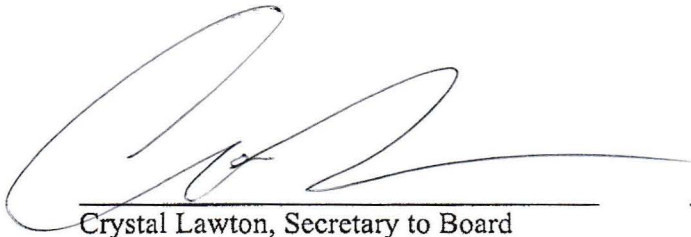
NOW THEREFORE, BE IT RESOLVED by the Planning Board of the City of Lambertville, County of Hunterdon, that:

1. The Planning Board of the City of Lambertville hereby directs the Board Planner to conduct and prepare a preliminary investigation to determine whether the Closson Property, Block 1002, Lot 41, or any part thereof, meets the statutory requirements for designation as a Non-Condensation Redevelopment Area according to the criterion set forth in *N.J.S.A. 40A:12A*
2. The Planning Board of the City of Lambertville is hereby directs hereby directs the Board Planner to study the Closson Property, Block 1002, Lot 41, or any part thereof, to develop a map showing the boundaries of the proposed Non-Condensation Redevelopment Area, to provide public notice and conduct public hearings pursuant to *N.J.S.A. 40A:12A-6* and to draft a report and resolution containing its findings.
3. Pursuant to *N.J.S.A. 40A:12A-6*, the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area, except for the use of eminent domain, as to the Property within the Non-Condensation Redevelopment Area.
4. The results of such preliminary investigation shall be submitted to the Governing Body for review and approval in accordance with the provisions of the Local Housing and Redevelopment Law, *N.J.S.A. 40A:12A-1, et seq.*; and be it

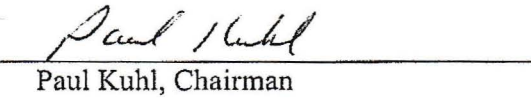
FURTHER RESOLVED, that a copy of this Resolution be submitted to the Governing Body of Lambertville.

CERTIFICATION

I, Crystal Lawson, Secretary of the City of Lambertville Planning Board, County of Hunterdon and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the said Board at a meeting held at the on the 6th day of April, 2022.



Crystal Lawson, Secretary to Board



Paul Kuhl, Chairman

APPENDIX B

Documentation of City Acquisition



Prestige Title Agency, Inc.

130 Pompton Avenue,
Verona, New Jersey 07044
973-239-0101 Fax: 973-239-7033 www.prestigetitle.net

March 15, 2022

RICHARD MONGELLI, ESQ.
MONGELLI LAW GROUP
441 MAIN STREET
METUCHEN, NJ, 08840

Re: File Number: **20-062790-E-WO-DM-WC**
Premises: **260 NORTH MAIN STREET, City of Lambertville**
County: **Hunterdon, NJ 08530**
Purchaser(s): **CITY OF LAMBERTVILLE**
Seller(s): **EDWARD W. CLOSSON III and DEBORAH CLOSSON, husband and wife**

Dear Sir:

Enclosed herewith is the following:

Original recorded Deed :

EDWARD W. CLOSSON III, MARRIED, by Deed from EDWARD W. CLOSSON, III, INDIVIDUALLY and DAVID CLOSSON, INDIVIDUALLY and EDWARD W. CLOSSON, III and DAVID CLOSSON as CO-EXECUTORS OF THE ESTATE OF OLIVE B. CLOSSON AND AS SUCCESSOR TRUSTEES OF THE FAMILY TRUST U/W/O EDWARD W. CLOSSON, JR., dated 5/31/2021, recorded 8/18/2021, in the Hunterdon County Clerk/Register's Office at Book 2542 Page 903 Instrument No. 20210818000244200.


Thank you for allowing Prestige Title Agency, Inc. to assist you in your title insurance needs. Your continued patronage is appreciated.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Jill Hume", written in black ink.

Jill Hume
Prestige Title Agency, Inc.

Enclosures

<p>Hunterdon County Recording Data Page Honorable Mary H. Melfi Hunterdon County Clerk</p> 	<p><i>Official Use Only - Barcode</i></p> <p>20210818000244200 1/11 08/18/2021 08:36:26 AM D Bk:2542 Pg:903 Mary H. Melfi Hunterdon County, NJ</p>
<p><i>Official Use Only - Realty Transfer Fee</i></p>	<p>Record and Return Address:</p> <p>Prestige Title Agency, NOS 130 POMPTON AVE VERONA, NJ 07044</p>
<p>Date of Document: 2021-05-31</p>	<p>Type of Document: DEED</p>
<p>First Party Name: EDWARD W. CLOSSON III</p>	<p>Second Party Name: EDWARD W. CLOSSON III</p>
<p>Additional Parties: DAVID CLOSSON; OLIVE B CLOSSON; EDWARD W CLOSSON JR</p>	

<p align="center">THE FOLLOWING SECTION IS REQUIRED (DEEDS MANDATED)</p>	
<p>Block: 1002</p>	<p>Lot: 41</p>
<p>Municipality Lambertville City</p>	
<p>Consideration: 10.00</p>	
<p>Mailing Address of Grantee: 260 NORTH MAIN STREET LAMBERTVILLE, NJ 08530</p>	

<p align="center">THE FOLLOWING SECTION IS FOR MARGINAL NOTATIONS THAT PERTAIN TO THE ORIGINAL FILED/RECORDED DOCUMENT</p>	
<p>Original Book and Page:</p>	<p>Original Instrument Number:</p>

HUNTERDON COUNTY RECORDING DATA PAGE
 Please do not detach this page from the original document as it
 contains important recording information and is part of the permanent record.

Prepared by:
Richard Mongelli, Esquire

DEED

THIS DEED is made on May~~31~~³¹, 2021,

BETWEEN

EDWARD W. CLOSSON, III, INDIVIDUALLY and DAVID CLOSSON, INDIVIDUALLY and EDWARD W. CLOSSON, III and DAVID CLOSSON as CO-EXECUTORS OF THE ESTATE OF OLIVE B. CLOSSON AND AS SUCCESSOR TRUSTEES OF THE FAMILY TRUST U/W/O EDWARD W. CLOSSON, JR., whose address is 260 North Main Street, Lambertville, NJ 08530,

referred to as the "Grantor",

AND

EDWARD W. CLOSSON III, married,
whose address is 260 North Main Street, Lambertville, NJ 08530,

referred to as the "Grantee".

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of Ten Dollars (\$10.00). The Grantor acknowledges receipt of this money.
2. **Tax Map Reference.** (N.J.S.A. 46:26A-5) Municipality of City of Lambertville, **Block No. 1002, Lot No. 41** on the Tax Map of the City of Lambertville, Hunterdon County, State of New Jersey.
3. **Property.** The Property consists of the land and all the buildings and structures on the land in the City of Lambertville, County of Hunterdon and State of New Jersey. The legal description is:

Attached hereto as Schedule A and made a part hereof.

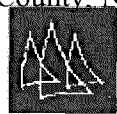
BEING the same premises conveyed to:

EDWARD W. CLOSSON, III, INDIVIDUALLY (AS TO AN APPARENT 75% INTEREST) and DAVID CLOSSON, INDIVIDUALLY (AS TO AN APPARENT 25% INTEREST) and EDWARD W. CLOSSON, III and DAVID CLOSSON as CO-EXECUTORS OF THE ESTATE OF OLIVE B. CLOSSON AND AS SUCCESSOR TRUSTEES OF THE FAMILY TRUST U/W/O EDWARD W. CLOSSON, JR.

RECORD TITLE IS VESTED IN EDWARD W. CLOSSON, III (AS TO 50% INTEREST) BY DEED FROM EDWARD W. CLOSSON, III and DAVID CLOSSON, DATED 02/13/2020, RECORDED 04/28/2020 IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK 2495 PAGE 431 AND RE-RECORDED 08/31/2020 IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK 2506 PAGE 268.

TITLE WAS PREVIOUSLY VESTED (AS TO 50% INTEREST) IN EDWARD W. CLOSSON, III and DAVID CLOSSON BY DEED FROM EDWARD W. CLOSSON, III and DAVID CLOSSON, DATED 03/13/95, RECORDED 10/05/95 IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK 1134 PAGE 1043. TITLE WAS PREVIOUSLY VESTED (AS TO 50% INTEREST) IN EDWARD W. CLOSSON, III and DAVID CLOSSON BY DEED FROM GERVAS E. CLOSSON, DATED 04/18/88, RECORDED 04/25/88 IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK 1006 PAGE 382 AND RE-RECORDED 08/05/88 IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK 1011 PAGE 816. TITLE WAS PREVIOUSLY VESTED IN EDWARD W. CLOSSON and GERVAS E. CLOSSON BY DEED FROM EDWARD W. CLOSSON and GERVAS E. CLOSSON, DATED 10/14/87, RECORDED 10/27/87 IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK 997 PAGE 132. THE SAID EDWARD W. CLOSSON PASSED AWAY 08/11/02 LEAVING A WILL WHEREIN HE DEVISED (50% INTEREST IN THE SUBJECT PROPERTY) HIS RESIDUARY ESTATE TO HIS WIFE, OLIVE B. CLOSSON AND TO THE EDWARD W. CLOSSON, JR. FAMILY TRUST. THE SAID OLIVE B. CLOSSON PASSED AWAY 04/02/19 LEAVING A WILL WHEREIN SHE APPOINTED HER SONS EDWARD W. CLOSSON, III and DAVID CLOSSON AS EXECUTORS AND DEVISED HER RESIDUARY ESTATE TO HER SONS EDWARD W. CLOSSON, III and DAVID CLOSSON AND PURSUANT ARTICLE XV OF SAID WILL DIRECTED THAT THE TRUST ESTATE OF THE EDWARD W. CLOSSON, JR. FAMILY TRUST BE DISTRIBUTED TO EDWARD W. CLOSSON, III and DAVID CLOSSON. TITLE WAS PREVIOUSLY VESTED IN GERTRUDE ELY CLOSSON BY DEED FROM HARRIET ELY FAIRES, ELIZABETH B. E. NORTHRUP AND ROBERT A. ELY, DATED 05/05/1923, RECORDED 01/23/1924 IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK 352 PAGE 398.

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



WESTCOR
LAND TITLE INSURANCE COMPANY

**SCHEDULE A-5
LEGAL DESCRIPTION**

Issuing Office File No. 20-062790-E-WO-DM-WC

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE City of Lambertville, IN THE COUNTY OF Hunterdon, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE MIDDLE OF NORTH MAIN STREET (RT. 29) AND RUNNING THENCE

1) ALONG SAID MIDDLE OF NORTH MAIN STREET, NORTH 1 DEGREES 21 MINUTES EAST, 350 FEET TO A POINT IN THE SAME; THENCE

2) STILL ALONG SAME, NORTH 12 DEGREES 5 MINUTES WEST, 225 FEET TO A POINT IN SAME AND CORNER TO LAND NOW OR FORMERLY WENY; THENCE

3) ALONG WENY, NORTH 75 DEGREES 57 MINUTES EAST, 600.19 FEET TO ANOTHER CORNER OF SAME; THENCE

4) ALONG WENY, SOUTH 6 DEGREES 31 MINUTES EAST, 668.61 FEET TO ANOTHER CORNER OF SAME; THENCE

5) STILL ALONG SAME, SOUTH 75 DEGREES 1 MINUTE WEST, 332.27 FEET TO A CORNER OF SAME; THENCE

6) NORTH 83 DEGREES 22 MINUTES WEST, 300 FEET TO THE POINT AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: ALSO BEING KNOWN AS TAX LOT 41 IN TAX BLOCK 1002 ON THE OFFICIAL TAX MAP OF THE City of Lambertville, Hunterdon COUNTY, STATE OF NJ.

GIT/REP-3
(2-21)
(Print or Type)

**State of New Jersey
Seller's Residency Certification/Exemption**

Seller's Information

Name(s)
EDWARD W. CLOSSON III and DAVID CLOSSON, as Successor Trustees of the Family Trust u/w/o Edward W. Closson, Jr.

Current Street Address
260 NORTH MAIN STREET

City, Town, Post Office
LAMBERTVILLE

State
NJ

ZIP Code
08530

Property Information

Block(s)
1002

Lot(s)
41

Qualifier

Street Address
260 NORTH MAIN STREET

City, Town, Post Office
LAMBERTVILLE

State
NJ

ZIP Code
08530

Seller's Percentage of Ownership
100

Total Consideration
\$2,810,000 - \$ 10.00

Owner's Share of Consideration
100 10.00

Closing Date
MAY 18, 2021

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

May 21, 2021 *Edward W. Closson III* *David Closson*

Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

5/31/21 *Edward W. Closson III* *Edward W. Closson III*

Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

GIT/REP-3
(2-21)
(Print or Type)

State of New Jersey
Seller's Residency Certification/Exemption

Seller's Information

Name(s)
EDWARD W. CLOSSON III and DAVID CLOSSON, as co-executors of the Estate of Olive B. Closson

Current Street Address
260 NORTH MAIN STREET

City, Town, Post Office
LAMBERTVILLE

State
NJ

ZIP Code
08530

Property Information

Block(s)
1002

Lot(s)
41

Qualifier

Street Address
260 NORTH MAIN STREET

City, Town, Post Office
LAMBERTVILLE

State
NJ

ZIP Code
08530

Seller's Percentage of Ownership
100

Total Consideration
\$2,840,000 10.00 %

Owner's Share of Consideration
400 10.00 %

Closing Date
4/1/21
MAY 18, 2021

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

May 21, 2021

5/31/21 Date

Edward W. Closson III Signature (Seller) Indicate if Power of Attorney or Attorney In Fact

David Closson Signature (Seller) Indicate if Power of Attorney or Attorney In Fact

GIT/REP-3
(2-21)
(Print or Type)

**State of New Jersey
Seller's Residency Certification/Exemption**

Seller's Information

Name(s)
DAVID CLOSSON

Current Street Address
258 Chippeway Trail

City, Town, Post Office
Medford

State
NJ

ZIP Code

Property Information

Block(s)
1002

Lot(s)
41

Qualifier

Street Address
260 NORTH MAIN STREET

City, Town, Post Office
LAMBERTVILLE

State
NJ

ZIP Code
08530

Seller's Percentage of Ownership
100

Total Consideration
\$2,810,000 10.00 L

Owner's Share of Consideration
100 10.00 L

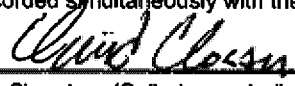
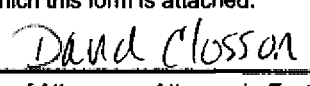
Closing Date
MAY 18 2021

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

May 21, 2021  

Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

5/21/21 _____

Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

GIT/REP-3
(2-21)
(Print or Type)

**State of New Jersey
Seller's Residency Certification/Exemption**

Seller's Information

Name(s)
EDWARD W. CLOSSON III

Current Street Address
260 NORTH MAIN STREET

City, Town, Post Office
LAMBERTVILLE

State
NJ

ZIP Code
08530

Property Information

Block(s)
1002

Lot(s)
41

Qualifier

Street Address
260 NORTH MAIN STREET

City, Town, Post Office
LAMBERTVILLE

State
NJ

ZIP Code
08530

Seller's Percentage of Ownership
100

Total Consideration
\$2,810,000 10.00%

Owner's Share of Consideration
100 10.00%

Closing Date
JUNE 1, 2021

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the Indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

5/31/21 Date **Edward Closson** Signature (Seller) **Edward W. Closson III** Indicate if Power of Attorney or Attorney in Fact

5/31/21 Date _____ Signature (Seller) _____ Indicate if Power of Attorney or Attorney in Fact

RTF-1 (Rev. 4/17)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(P.L. 1968, c. 49, as amended through P.L. 2006, c. 33) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by seller \$
Date By

COUNTY Hunterdon
SS. County Municipal Code 1017

MUNICIPALITY OF PROPERTY LOCATION Lambertville
*Use symbol "C" to indicate that fee is exclusively for county use.

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

Deponent, Edward W. Closson, III, being duly sworn according to law upon his/her oath,
deposes and says that he/she is the grantor in a deed dated May 18, 2021 transferring
real property identified as Block number 1002 Lot number 41 located at
260 North Main Street, Lambertville, NJ 08530 and annexed thereto.

(2) CONSIDERATION \$ 10.00 (Instructions #1 and #5 on reverse side) [X] no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by P.L. 1968, c. 49 as amended through P.L. 2004, c. 66 for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(A) Consideration is less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by P.L. 1975, c. 176, P.L. 2004, c. 113 and P.L. 2004, c. 66 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) [] 62 years of age or over.
B. BLIND PERSON Grantor(s) [] legally blind or;
DISABLED PERSON Grantor(s) [] permanently and totally disabled [] receiving disability payments [] not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- [] Owned and occupied by grantor(s) at time of sale. [] Resident of State of New Jersey.
[] One or two-family residential premises. [] Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- [] Affordable according to H.U.D. standards. [] Reserved for occupancy.
[] Meets income requirements of region. [] Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- [] Entirely new improvement. [] Not previously occupied.
[] Not previously used for any purpose. [] "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- [] No prior mortgage assumed or to which property is subject at time of sale.
[] No contributions to capital by either grantor or grantee legal entity.
[] No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of P.L. 1968, c. 49 as amended through P.L. 2006, c. 33

Subscribed and sworn to before me this 1 day of June, 2021

Signature of Deponent: Edward W. Closson III

GRANTOR NAME: EDWARD D. CLOSSON III

DEPONENT ADDRESS: 260 N. Main Street, Lambertville NJ

GRANTOR ADDRESS AT TIME OF SALE: 260 N. Main Street, Lambertville NJ

XXX-XX-X 071 (Last three digits in Grantor's Social Security Number)

PTCS Title Agency LLC (Name/Company of Settlement Officer)

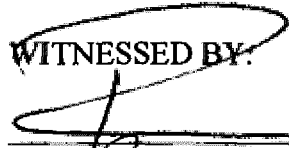
Richard Mansell, Attorney at Law NJ


FOR OFFICIAL USE ONLY
Instrument Number County
Deed Number Book Page
Deed Dated Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY, PO BOX 251, TRENTON, NJ 08695-0251, ATTENTION: REALTY TRANSFER FEE UNIT

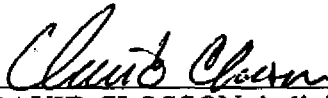
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/tpf/localtax.htm

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

WITNESSED BY:

Richard Mongelli


EDWARD W. CLOSSON III, individually and as
co-executor and successor trustee




DAVID CLOSSON, individually and as
co-executor and successor trustee

ERIN B. McMANUS-KEYES
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50047687
My Commission Expires 10/13/2021


STATE OF NEW JERSEY)
)SS:
COUNTY OF HUNTERDON)

I certify that on ^{May 31}~~May 21~~, 2021, EDWARD W. CLOSSON III, individually and as
co-executor and successor trustee came before me and acknowledged under oath, to my
satisfaction, that this person:

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his voluntary act and deed; and
- (c) made this Deed for \$10.00 as the full and actual consideration paid or to be paid
for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Record and Return To:

Sworn to and subscribed before me
on 5/31, 2021.


Richard Mongelli
Attorney at Law, State of New Jersey

STATE OF NEW JERSEY)
)SS:
COUNTY OF HUNTERDON)

I certify that on May 17, 2021, DAVID CLOSSON, individually and as co-executor and successor trustee came before me and acknowledged under oath, to my satisfaction, that this person:

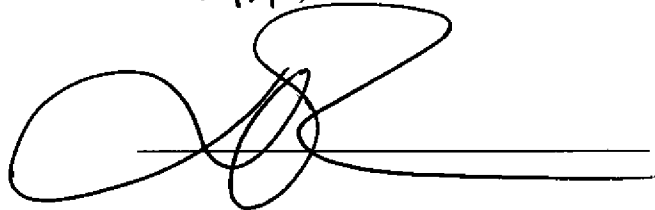
- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his voluntary act and deed; and
- (c) made this Deed for \$10.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Record and Return To:

RECORD AND RETURN TO:
PRESTIGE TITLE AGENCY, INC.
130 POMPTON AVENUE
VERONA NJ 07044
973-239-0101

20-062790

Sworn to and subscribed before me
on 5/17, 2021.



ERIN B. McMANUS-KEYES
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50047687
My Commission Expires 10/13/2021

20210818000244200 11/11
08/18/2021 08:36:26 AM D
Recording Fee: \$140.00
Tax Fee: \$0.00
Consideration: \$10.00
Buyers Fee: \$0.00
MAS1



Prestige Title Agency, Inc.

130 Pompton Avenue,
Verona, New Jersey 07044
973-239-0101 Fax: 973-239-7033 www.prestigetitle.net

March 15, 2022

WILLIAM P. OPEL, ESQUIRE
MCMANIMON SCOTLAND & BAUMANN, LLC
75 LIVINGSTON AVENUE, 2ND FLOOR
ROSELAND, NJ 07068

Re: File Number: **20-062790-E-WO-DM-WC**
Premises: **260 NORTH MAIN STREET, City of Lambertville**
County: **Hunterdon, NJ 08530**
Purchaser(s): **CITY OF LAMBERTVILLE**
Seller(s): **EDWARD W. CLOSSON III and DEBORAH CLOSSON, husband and wife**

Dear MR. OPEL:

Attached via email, herewith are the (recording &) final title policy, as there are no live signatures:

2 Deed (s)

Note : Original e-filed deed & owner's policy are enclosed.

Thank you for allowing Prestige Title Agency, Inc. to assist you in your title insurance needs. Your continued patronage is appreciated.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Jill Hume", written in black ink.

Jill Hume
Prestige Title Agency, Inc.

Enclosures

**ALTA OWNER'S POLICY OF TITLE INSURANCE
NJRB 1-15****ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS – Continued on next page

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A.

Issued By: **NJ1024 * 20-062790****Prestige Title Agency, Inc.****130 Pompton Avenue
Verona, NJ 07044****WESTCOR LAND TITLE INSURANCE COMPANY**

By:

_____
President

Attest:



Secretary

COVERED RISKS - CONTINUED

4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risks 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) “Date of Policy”: The date designated as “Date of Policy” in Schedule A.
- (c) “Entity”: A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) “Insured”: The Insured named in Schedule A.
 - (i) The term “Insured” also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) “Insured Claimant”: An Insured claiming loss or damage.
- (f) “Knowledge” or “Known”: Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) “Land”: The land described in Schedule A, and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) “Mortgage”: Mortgage, deed of trust, trust deed, or other

security instrument, including one evidenced by electronic means authorized by law.

- (i) “Public Records”: Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), “Public Records” shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) “Title”: The estate or interest described in Schedule A.
- (k) “Unmarketable Title”: Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and

CONDITIONS - CONTINUED

will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in

the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

CONDITIONS - CONTINUED

- (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, com-

promise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon

the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn: Claims, 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

**NEW JERSEY RATING BUREAU
ALTA OWNER'S POLICY 6-17-06
NJRB 1-15
(9-10-07)**

**WESTCOR
LAND TITLE
INSURANCE COMPANY**

**OWNER'S POLICY OF TITLE
INSURANCE**

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842



OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE A

Name and Address of Title Insurance Company:

Westcor Land Title Insurance Company
875 Concourse Parkway South, Suite 200
Maitland, FL 32751

Policy No.: OP-15-NJ1024-11834434
Address Reference: 260 NORTH MAIN STREET, LAMBERTVILLE, NJ 08530
Amount of Insurance: \$2,810,000.00
Date of Policy: August 18, 2021

File No.: 20-062790

1. Name of Insured:

CITY OF LAMBERTVILLE

2. The estate or interest in the Land that is insured by this policy is: Fee Simple

3. Title is vested in:

CITY OF LAMBERTVILLE, by Deed from EDWARD W. CLOSSON III and DEBORAH CLOSSON, husband and wife, dated 6/1/2021, recorded 8/18/2021, in the Hunterdon County Clerk/Register's Office at Book 2542 Page 914 Instrument No. 20210818000244210,

and,

EDWARD W. CLOSSON III, MARRIED, by Deed from EDWARD W. CLOSSON, III, INDIVIDUALLY and DAVID CLOSSON, INDIVIDUALLY and EDWARD W. CLOSSON, III and DAVID CLOSSON as CO-EXECUTORS OF THE ESTATE OF OLIVE B. CLOSSON AND AS SUCCESSOR TRUSTEES OF THE FAMILY TRUST U/W/O EDWARD W. CLOSSON, JR., dated 5/31/2021, recorded 8/18/2021, in the Hunterdon County Clerk/Register's Office at Book 2542 Page 903 Instrument No. 20210818000244200.

4. The Land referred to in this policy is described as follows: See LEGAL DESCRIPTION attached hereto.

[Handwritten signature of Ian Epstein]

Ian Epstein
Authorized Officer or Agent

Issued by
Prestige Title Agency, Inc.
130 Pompton Avenue
Verona, New Jersey 07044
973-239-0101 Fax: 973-239-7033

Westcor Land Title Insurance Company



By: [Handwritten signature of Mary O'Donnell]
President
Attest: [Handwritten signature]
Secretary



OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE B

EXCEPTIONS FROM COVERAGE

Policy No.: **OP-15-NJ1024-11834434**

File No.: **20-062790**

Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. Notwithstanding any provision of the policy to the contrary, any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
2. Rights or Claims or interest of parties in possession of the land not shown by the public record.
3. Easements, or claims of easements, not shown by the public record.
4. Taxes paid through the 2nd Quarter 2021. Subsequent taxes not yet due and payable.
5. Subject to added or omitted assessments pursuant to N.J.S.A. 54:4-63.1 et seq.
6. Amount of calculated acreage or quantity of land is not insured.
7. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy only).
8. SUBJECT TO THE RIGHTS OF TENANTS, LESSEES OR PARTIES IN POSSESSION.
9. RIGHTS OR EASEMENTS OF OTHERS TO DRAIN THROUGH, OR OTHERWISE USE ANY WATERCOURSE(S) RUNNING ALONG OR THROUGH THE PREMISES DESCRIBED HEREIN.
10. RIGHTS, PUBLIC AND PRIVATE, IN AND TO ALL ROADS, STREETS, AND AVENUES CROSSING, BOUNDING OR AFFECTING THE PREMISES.
11. UTILITY GRANTS, EASEMENTS OR RIGHTS-OF-WAY AS CONTAINED IN DEED BOOK 369 PAGE 448; BOOK 372 PAGE 32; BOOK 374 PAGE 509; BOOK 485 PAGE 51; BOOK 486 PAGE 152; BOOK 1022 PAGE 258.
12. TERMS, CONDITIONS, EASEMENTS AND RESTRICTIONS AS CONTAINED IN DEED BOOK 738 PAGE 714.
13. RIGHT-OF-WAY AS CONTAINED IN DEED BOOK 375 PAGE 17.
14. EASEMENT AND AGREEMENT AS CONTAINED IN DEED BOOK 717 PAGE 503.
15. RIGHT-OF-WAY AS CONTAINED IN DEED BOOK 726 PAGE 154.



16. AGREEMENT AS CONTAINED IN DEED BOOK 2055 PAGE 515.
17. SUBJECT TO POSSIBLE ROLLBACK TAXES UNDER THE PROVISIONS OF THE "FARMLAND ASSESSMENT ACT OF 1964" N.J.S.A. 54:4-23.1 ET SEQ.



OWNER'S POLICY OF TITLE INSURANCE

LEGAL DESCRIPTION

Policy No.: **OP-15-NJ1024-11834434**


File No.: **20-062790**

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE City of Lambertville, IN THE COUNTY OF Hunterdon, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE MIDDLE OF NORTH MAIN STREET (RT. 29) AND RUNNING THENCE

- 1) ALONG SAID MIDDLE OF NORTH MAIN STREET, NORTH 1 DEGREES 21 MINUTES EAST, 350 FEET TO A POINT IN THE SAME; THENCE
- 2) STILL ALONG SAME, NORTH 12 DEGREES 5 MINUTES WEST, 225 FEET TO A POINT IN SAME AND CORNER TO LAND NOW OR FORMERLY WENY; THENCE
- 3) ALONG WENY, NORTH 75 DEGREES 57 MINUTES EAST, 600.19 FEET TO ANOTHER CORNER OF SAME; THENCE
- 4) ALONG WENY, SOUTH 6 DEGREES 31 MINUTES EAST, 668.61 FEET TO ANOTHER CORNER OF SAME; THENCE
- 5) STILL ALONG SAME, SOUTH 75 DEGREES 1 MINUTE WEST, 332.27 FEET TO A CORNER OF SAME; THENCE
- 6) NORTH 83 DEGREES 22 MINUTES WEST, 300 FEET TO THE POINT AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: ALSO BEING KNOWN AS TAX LOT 41 IN TAX BLOCK 1002 ON THE OFFICIAL TAX MAP OF THE City of Lambertville, Hunterdon COUNTY, STATE OF NJ.

<p>Hunterdon County Recording Data Page Honorable Mary H. Melfi Hunterdon County Clerk</p> 	<p><i>Official Use Only - Barcode</i></p> <p>20210818000244210 1/8 08/18/2021 08:36:27 AM D Bk:2542 Pg:914 Mary H. Melfi Hunterdon County, NJ</p>
<p><i>Official Use Only - Realty Transfer Fee</i></p>	<p>Record and Return Address:</p> <p>Prestige Title Agency, NOS 130 POMPTON AVE VERONA, NJ 07044</p>
<p>Date of Document: 2021-06-01</p>	<p>Type of Document: DEED</p>
<p>First Party Name: EDWARD W. CLOSSON III</p>	<p>Second Party Name: CITY OF LAMBERTVILLE</p>
<p>Additional Parties: DEBORAH CLOSSON</p>	

<p align="center">THE FOLLOWING SECTION IS REQUIRED (DEEDS MANDATED)</p>	
<p>Block: 1002</p>	<p>Lot: 41</p>
<p>Municipality Lambertville City</p>	
<p>Consideration: 2810000.00</p>	
<p>Mailing Address of Grantee: 260 NORTH MAIN STREET LAMBERTVILLE, NJ 08530</p>	

<p align="center">THE FOLLOWING SECTION IS FOR MARGINAL NOTATIONS THAT PERTAIN TO THE ORIGINAL FILED/RECORDED DOCUMENT</p>	
<p>Original Book and Page:</p>	<p>Original Instrument Number:</p>

HUNTERDON COUNTY RECORDING DATA PAGE
 Please do not detach this page from the original document as it
 contains important recording information and is part of the permanent record.

Prepared by:
Richard Mongelli, Esquire

DEED

THIS DEED is made on June 1, 2021,

BETWEEN

EDWARD W. CLOSSON III and DEBORAH CLOSSON, husband and wife, whose address is 260 North Main Street, Lambertville, NJ 08530,

referred to as the "Grantor",

AND

CITY OF LAMBERTVILLE,
whose address is 18 York Street, Lambertville, NJ 08530,

referred to as the "Grantee".

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of TWO MILLION EIGHT HUNDRED AND TEN THOUSAND DOLLARS (\$2,810,000.00). The Grantor acknowledges receipt of this money.
2. **Tax Map Reference.** (N.J.S.A. 46:26A-5) Municipality of City of Lambertville, **Block No. 1002, Lot No. 41** on the Tax Map of the City of Lambertville, Hunterdon County, State of New Jersey.
3. **Property.** The Property consists of the land and all the buildings and structures on the land in the City of Lambertville, County of Hunterdon and State of New Jersey. The legal description is:

Attached hereto as Schedule A and made a part hereof.

BEING the same premises conveyed to:

EDWARD W. CLOSSON, III by a deed from EDWARD W. CLOSSON, III, INDIVIDUALLY (AS TO AN APPARENT 75% INTEREST) and DAVID CLOSSON, INDIVIDUALLY (AS TO AN APPARENT 25% INTEREST) and EDWARD W. CLOSSON, III and DAVID CLOSSON as CO-EXECUTORS OF THE ESTATE OF OLIVE B. CLOSSON AND AS SUCCESSOR TRUSTEES OF THE FAMILY TRUST U/W/O EDWARD W. CLOSSON, JR., dated May 18, 2021 and RECORDED _____ IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK _____ PAGE _____ on _____, 2021.

EDWARD W. CLOSSON, III, INDIVIDUALLY (AS TO AN APPARENT 75% INTEREST) and DAVID CLOSSON, INDIVIDUALLY (AS TO AN APPARENT 25% INTEREST) and EDWARD W. CLOSSON, III and DAVID CLOSSON as CO-EXECUTORS OF THE ESTATE OF OLIVE B. CLOSSON AND AS SUCCESSOR TRUSTEES OF THE FAMILY TRUST U/W/O EDWARD W. CLOSSON, JR.

RECORD TITLE IS VESTED IN EDWARD W. CLOSSON, III (AS TO 50% INTEREST) BY DEED FROM EDWARD W. CLOSSON, III and DAVID CLOSSON, DATED 02/13/2020, RECORDED 04/28/2020 IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK 2495 PAGE 431 AND RE-RECORDED 08/31/2020 IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK 2506 PAGE 268.

TITLE WAS PREVIOUSLY VESTED (AS TO 50% INTEREST) IN EDWARD W. CLOSSON, III and DAVID CLOSSON BY DEED FROM EDWARD W. CLOSSON, III and DAVID CLOSSON, DATED 03/13/95, RECORDED 10/05/95 IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK 1134 PAGE 1043. TITLE WAS PREVIOUSLY VESTED (AS TO 50% INTEREST) IN EDWARD W. CLOSSON, III and DAVID CLOSSON BY DEED FROM GERVAS E. CLOSSON, DATED 04/18/88, RECORDED 04/25/88 IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK 1006 PAGE 382 AND RE-RECORDED 08/05/88 IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK 1011 PAGE 816. TITLE WAS PREVIOUSLY VESTED IN EDWARD W. CLOSSON and GERVAS E. CLOSSON BY DEED FROM EDWARD W. CLOSSON and GERVAS E. CLOSSON, DATED 10/14/87, RECORDED 10/27/87 IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK 997 PAGE 132. THE SAID EDWARD W. CLOSSON PASSED AWAY 08/11/02 LEAVING A WILL WHEREIN HE DEVISED (50% INTEREST IN THE SUBJECT PROPERTY) HIS RESIDUARY ESTATE TO HIS WIFE, OLIVE B. CLOSSON AND TO THE EDWARD W. CLOSSON, JR. FAMILY TRUST. THE SAID OLIVE B. CLOSSON PASSED AWAY 04/02/19 LEAVING A WILL WHEREIN SHE APPOINTED HER SONS EDWARD W. CLOSSON, III and DAVID CLOSSON AS EXECUTORS AND DEVISED HER RESIDUARY ESTATE TO HER SONS EDWARD W. CLOSSON, III and DAVID CLOSSON AND PURSUANT ARTICLE XV OF SAID WILL DIRECTED THAT THE TRUST ESTATE OF THE EDWARD W. CLOSSON, JR. FAMILY TRUST BE DISTRIBUTED TO EDWARD W. CLOSSON, III and DAVID CLOSSON. TITLE WAS PREVIOUSLY VESTED IN GERTRUDE ELY CLOSSON BY DEED FROM HARRIET ELY FAIRES, ELIZABETH B. E. NORTHRUP AND ROBERT A. ELY, DATED 05/05/1923, RECORDED 01/23/1924 IN THE Hunterdon COUNTY CLERK/REGISTER'S OFFICE IN BOOK 352 PAGE 398.

DEBORAH CLOSSON joins in this deed to extinguish her marital rights to the property.

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



WESTCOR
LAND TITLE INSURANCE COMPANY

**SCHEDULE A-5
LEGAL DESCRIPTION**

Issuing Office File No. 20-062790-E-WO-DM-WC

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE City of Lambertville, IN THE COUNTY OF Hunterdon, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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2) STILL ALONG SAME, NORTH 12 DEGREES 5 MINUTES WEST, 225 FEET TO A POINT IN SAME AND CORNER TO LAND NOW OR FORMERLY WENY; THENCE

3) ALONG WENY, NORTH 75 DEGREES 57 MINUTES EAST, 600.19 FEET TO ANOTHER CORNER OF SAME; THENCE

4) ALONG WENY, SOUTH 6 DEGREES 31 MINUTES EAST, 668.61 FEET TO ANOTHER CORNER OF SAME; THENCE

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FOR INFORMATIONAL PURPOSES ONLY: ALSO BEING KNOWN AS TAX LOT 41 IN TAX BLOCK 1002 ON THE OFFICIAL TAX MAP OF THE City of Lambertville, Hunterdon COUNTY, STATE OF NJ.

GIT/REP-3
(2-21)
(Print or Type)

**State of New Jersey
Seller's Residency Certification/Exemption**

Seller's Information

Name(s)
EDWARD W. CLOSSON III and DEBORAH CLOSSON, husband and wife

Current Street Address
260 NORTH MAIN STREET

City, Town, Post Office
LAMBERTVILLE

State
NJ

ZIP Code
08530

Property Information

Block(s)
1002

Lot(s)
41

Qualifier

Street Address
260 NORTH MAIN STREET

City, Town, Post Office
LAMBERTVILLE

State
NJ

ZIP Code
08530

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100	\$2,810,000	100	JUNE 18, 2021

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
 Seller did not receive non-like kind property.
8. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. The property transferred is a cemetery plot.
14. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

June 1, 2021

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

Edward W. Closson III
Edward W. Closson III

June 1, 2021

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

Deborah Closson
Deborah Closson

RTF-1 (Rev. 4/17)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(P.L. 1968, c. 49, as amended through P.L. 2006, c. 33) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by seller \$
Date By

COUNTY Hunterdon } SS. County Municipal Code 1017

MUNICIPALITY OF PROPERTY LOCATION Lambertville *Use symbol "C" to indicate that fee is exclusively for county use.

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

Deponent, Edward W. Closson, III, being duly sworn according to law upon his/her oath, deposes and says that he/she is the grantor in a deed dated June 1, 2021 transferring real property identified as Block number 1000 Lot number 41 located at 260 North Main Street, Lambertville, NJ 08530 and annexed thereto

(2) CONSIDERATION \$ 2,810,000 (Instructions #1 and #5 on reverse side) No prior mortgage to which property is subject.

(3) Property transferred to Class 4A 4B 4C (circle one). If property transferred to Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
\$ + % = \$
If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by P.L. 1968, c. 49 as amended through P.L. 2004, c. 66 for the following reason(s). Here reference to exemption symbol is insufficient. Explain in detail.
No Deed to be recorded for this deed. Only to file with the state of New Jersey, of any instrument, Agency or subdivision.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by P.L. 1975, c. 178, P.L. 2004, c. 113 and P.L. 2004, c. 66 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) legally blind or;
DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed
Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
One or two-family residential premises. Owners as joint tenants must all qualify.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
Affordable according to H.U.D. standards. Reserved for occupancy.
Meets income requirements of region. Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)
Entirely new improvement. Not previously occupied.
Not previously used for any purpose. NEW CONSTRUCTION printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)
No prior mortgage assumed or to which property is subject at time of sale.
No contributions to capital by either grantor or grantee legal entity.
No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of P.L. 1968, c. 49 as amended through P.L. 2006, c. 33.

Subscribed and sworn to before me this 1 day of June, 2021
Signature of Deponent: Edward W. Closson III
Grantor Name: EDWARD D. CLOSSON III
Deponent Address: 260 N. Main St. Lambertville NJ 08530
Grantor Address at Time of Sale: 260 N. Main St. Lambertville NJ 08530
Last three digits in Grantor's Social Security Number: XXX-XX-X 071
Name/Company of Settlement Office: PICS TITLE Agency LLC

Richard Mongelli
Attorney at Law NJ

FOR OFFICIAL USE ONLY
Instrument Number
Deed Number
Deed Dated
County
Book
Date Recorded
Page

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY PO BOX 251 TRENTON, NJ 08695-0251 ATTENTION: REALTY TRANSFER FEE UNIT
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/pt/localtax.htm

RTF-1EE (Rev. 7/08)

STATE OF NEW JERSEY

MUST SUBMIT IN DUPLICATE

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

STATE OF NEW JERSEY

COUNTY

ESSEX

SS. County Municipal Code
1017

MUNICIPALITY OF PROPERTY LOCATION LAMBERTVILLE

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by buyer \$ _____
Date _____ By _____

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

Deponent, Lynera Braga, being duly sworn according to law upon his/her oath, deposes and says that he/she is the TITLE OFFICER in a deed dated JUNE 1, 2021 transferring (Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 1002 Lot number 41 located at 260 NORTH MAIN STREET and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 2,810,000.00 (See Instructions #1, #5, and #11 on reverse side)

Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL TAX LIST (A PUBLIC RECORD) OF THE MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER IS MADE.

(A) When Grantee is required to remit the 1% fee, complete below:

- Class 2 - Residential
- Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property
- Class 4A - Commercial Properties (if checked, calculation on (C) required below)
- Class 4C - Residential Cooperative Unit (4 Families or less)

(B) When Grantee is not required to remit the 1% fee, complete below:

- Property class. Circle applicable class(es): 1 4B 4C 15
- Property classes: 1-Vacant Land, 4B-Industrial properties, 4C-Apartments (other than cooperative unit), 15-Public Property
- Exempt Organization pursuant to federal Internal Revenue Code of 1986
- Incidental to corporate merger or acquisition and equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition (If checked, calculation in (C) below required and MUST ATTACH COMPLETED RTF-4)

(C) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or in excess of 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(B) Buyer is from the United States of America, this state, or any instrumentality, Agency or subdivision

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 11 day of Aug, 2021

Signature of Deponent

CITY OF LAMBERTVILLE

Grantee Name

Deponent Address

260 NORTN MAIN ST. LAMBERT

Grantee Address at Time of Sale

PTCS TITLE AGENCY LLC

Name/Company of Settlement Officer

ELIZABETH A. NEMETH
Commission # 2279417
Notary Public, State of New Jersey
My Commission Expires
September 29, 2021

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Buyer recorded with deeds to:

STATE OF NEW JERSEY - DIVISION OF TAXATION

PO BOX 251

TRENTON, NJ 08695-0251

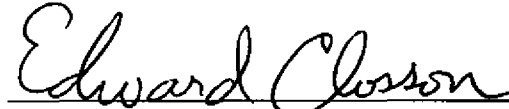
ATTENTION: REALTY TRANSFER FEE UNIT


The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/tpt/localtax.htm

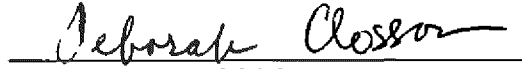
5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page.

WITNESSED BY:


Robert Mongelli


EDWARD W. CLOSSON III


Robert Mongelli


DEBORAH CLOSSON

STATE OF NEW JERSEY)
)SS:
COUNTY OF HUNTERDON)

I certify that on June 1, 2021, EDWARD W. CLOSSON III and DEBORAH CLOSSON, personally came before me and acknowledged under oath, to my satisfaction, that this person:

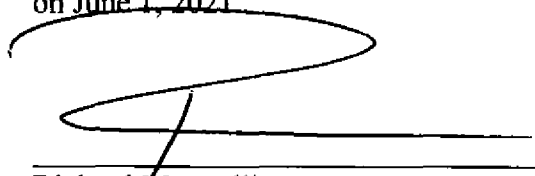
- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his voluntary act and deed; and
- (c) made this Deed for \$2,810,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Record and Return To:

RECORD AND RETURN TO:
PRESTIGE TITLE AGENCY, INC.
130 POMPTON AVENUE
VERONA NJ 07044
973-239-0101

20-062790

Sworn to and subscribed before me
on June 1, 2021


Richard Mongelli
Attorney at Law, State of New Jersey

20210818000244210 8/8
08/18/2021 08:36:27 AM D
Recording Fee: \$110.00
Tax Fee: \$0.00
Consideration: \$2810000.00
Buyers Fee: \$0.00
MAS1

BILL OF SALE

This **BILL OF SALE** is made and entered into effective as of the 1st day of June, 2021, by and between ("**Seller**"), and **THE CITY OF LAMBERTVILLE** ("**Buyer**"). Capitalized terms used in this Agreement but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined herein).

WITNESSETH:

WHEREAS, pursuant to and in connection with that Purchase Agreement dated as of December, 2020, by and between Seller and Buyer (the "**Purchase Agreement**"), Seller desires to sell, assign, convey and transfer to Buyer, and Buyer desires to acquire from Seller, all of Seller's right, title, and interest in and to the Assets identified on Exhibit A attached hereto and made a part hereof (the "**Assets**").

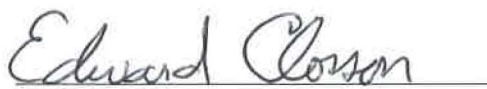
NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements contained herein and in the Purchase Agreement, the payments made and to be made by Buyer to Seller in accordance with the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Conveyance of Purchased Assets. Seller hereby sells, assigns, conveys, and transfers to Buyer, and Buyer hereby accepts the sale, assignment, conveyance, and transfer from Seller of the Assets. Buyer shall not acquire any right, title or interest in any of the Excluded Assets.
2. Further Acts and Assurances. Seller and Buyer shall execute and deliver from time to time hereafter, at the request of the other party, such further instruments of conveyance, assignment, assumption, and further assurances as may reasonably be required in order to vest in and confirm to Buyer all of Seller's rights, title, and interest in and to the Purchased Assets, and to otherwise carry out the provisions of this Agreement.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey without giving effect to the conflicts of laws principles thereof.
4. Amendments; Waivers, Etc. Neither this Agreement nor any term hereof may be amended, modified, waived, discharged, or terminated other than by an instrument in writing, signed by the party against which enforcement of such amendment, change, waiver, discharge, or termination is sought.
5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns, but no such assignment shall relieve a party of its obligations hereunder.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or PDF shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Bill of Sale, Assignment and Assumption Agreement as of the date first above written.

SELLER:


EDWARD W. CLOSSON, III

BUYER:

THE CITY OF LAMBERTVILLE

By: 
Name: Julia Fehl
Title: Mayor

EXHIBIT A

TO BE COMPLETED BY AGREEMENT OF PARTIES PRIOR TO SELLER
VACTING PREMISES

APPENDIX C
Survey of Property

