

MONROE TOWNSHIP, MIDDLESEX COUNTY

ORDINANCE NO.: O-11-2019-028

**ORDINANCE OF THE MONROE TOWNSHIP COUNCIL
ACCEPTING A DEED AND A CONSERVATION EASEMENT FROM
MARGOS MARK SHAHINIAN AND BONNIE L. GRANITSKI AT
265 MOUNT'S MILLS ROAD, BLOCK 53 LOT 28.10**

WHEREAS, K. Margos Mark Shahinian and Bonnie L. Granitski a/k/a Bonnie L. Shahinian (the "Shahinians") own property at 265 Mount's Mills Road, identified as Block 53 Lot 28.10, (the "Property") in the Township of Monroe; and

WHEREAS, the Shahinians have granted a Deed to the Township of Monroe, in the form attached hereto as Exhibit "A," for a portion of the Property along Mount's Mills Road to enable the widening Mount's Mills Road; and

WHEREAS, the Shahinians have granted a conservation easement to the Township of Monroe, in the form attached hereto as Exhibit "B," for wetlands and wetlands buffer on the property; and

WHEREAS, the Monroe Township Engineer has reviewed the metes and bounds descriptions in the deed and the conservation easement and has found them to be in conformity with the dedication requirement; and

WHEREAS, the Township Attorney has reviewed the deed and conservation easement found them to be legally sufficient; and

WHEREAS, the Township Council has determined that accepting the deed and conservation easement is in the public interest;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Township of Monroe, County of Middlesex, State of New Jersey, as follows:

SECTION 1. The Mayor, Township Clerk and Township Attorney are hereby authorized and directed to take all steps and execute all documents which are reasonably necessary to accept the deed and conservation easement from the Shahinians.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, paragraph, subsection, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged, and the remainder of the ordinance shall be deemed valid and effective.

SECTION 4. This ordinance shall take effect upon final passage and publication as provided by law.

SO ORDAINED as aforesaid.




STEPHEN DALINA, Council President

RECORDED VOTE – INTRODUCTION – November 6, 2019						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Baskin		X	X			
Councilwoman Cohen	X		X			
Councilman Dipierro					X	
Council V. President Schneider			X			
Council President Dalina			X			

NOTICE

Notice is hereby given that the foregoing Ordinance was introduced and passed on first reading at a meeting of the Monroe Township Council held on November 6, 2019. Said Ordinance will again be read and considered for final passage at the next scheduled meeting of the Monroe Township Council to be held on December 10, 2019 at 7:00 p.m. at the Monroe Township Municipal Building, 1 Municipal Plaza, Monroe Township, New Jersey 08831. At said time and place all persons having an interest in the foregoing Ordinance will be granted an opportunity to be heard concerning the same prior to consideration for final passage by the Council.



PATRICIA REID, Township Clerk


RECORDED VOTE – SECOND READING & FINAL ADOPTION – December 10, 2019						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Baskin		X	X			
Councilwoman Cohen	X		X			
Councilman Dipierro				X		
Council V. President Schneider			X			
Council President Dalina			X			

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265 MOUNT'S MILLS ROAD, BLOCK 53 LOT 28.10**

MAYORAL APPROVAL

By virtue of the Optional Municipal Charter Law of 1950 and Chapter 3, Section 19 of the Code of the Township of Monroe, my approval of this Ordinance is effected by the affixing of my signature hereto.



GERALD W. TAMBURRO, Mayor

Date signed: 12/12/2019



Elaine M. Flynn
 Middlesex County Clerk
 Recording Data Cover Page
 Pursuant to N.J.S.A. 46:26A-5

INSTR # 2020052502
 0 BK 17911 PG 465 Pgs 465 - 475 (11 Pgs)
 RECORDED 06/17/2020 12:35:00 PM
 ELAINE M. FLYNN, COUNTY CLERK RD
 MIDDLESEX COUNTY, NEW JERSEY
 RECORDING FEES: \$13.00

Official Use Only

Date of Document October 15, 2019	Type of Document <i>conservation easement</i>
First Party Name MARGOS MARK SHAHINIAN	Second Party Name TOWNSHIP OF MONROE
Additional First Parties BONNIE L. SHAHINIAN	Additional Second Parties

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.

Block 53	Lot 28.10
Municipality Monroe <input type="checkbox"/>	Consideration \$1.00
Mailing Address of Grantee 1 MUNICIPAL PLAZA MONROE TWP., NJ 08831	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.

Original Book	Original Page
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MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.

This cover page is for use in Middlesex County, New Jersey only.

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



GRANT OF CONSERVATION RESTRICTION/EASEMENT
(Transition Area and Adjacent Wetlands)

THIS GRANT OF CONSERVATION RESTRICTION/EASEMENT is made this 15th day of October 2019, by MARGOS MARK SHAHINIAN AND BONNIE L. SHAHINIAN (f/k/a Bonnie L. Granitski), their heirs, successors and assigns and all legal and equitable owners, and any and all current or successor holders of any interest in and to the property whose address is: 265 Mount's Mills Road, Monroe, New Jersey 08831 (hereinafter referred to as the "Grantor,") in favor of and to the Township of Monroe, a Municipal Corporation, whose address is: 1 Municipal Plaza, Monroe, New Jersey 08831, its successors and assigns (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located in the Township of Monroe, County of Middlesex, New Jersey, designated as Lot 28.10, Block 53 on the official Tax Map of the Township of Monroe; recorded in the Office of the clerk of Middlesex County in Deed Book 6587, Page 583, (hereinafter the "Property"); and

WHEREAS, the Grantor has obtained permits and approvals to construct a single-family dwelling on the Property from the Grantee (hereinafter collectively the "Permits"); and

WHEREAS, in support of the application for the Permits, the Grantor submitted a plan entitled "Building Permit Plan 253 Mount's Mill Tax Map Lot 28.10, Block 53 Monroe Township, Middlesex County, New Jersey, Tax Map Sheet No. 48," prepared by Amertech Engineering, Inc., dated March 26, 2016, and last revised May 26, 2016 (hereinafter the "Plan"); and

WHEREAS, the Plan depicted an area to be encumbered by a Conservation Easement within which was located a freshwater wetland and freshwater wetland transition area (hereinafter the "Restricted Area") and more particularly described on a legal description (metes and bounds) of the Restricted Area, attached hereto as **Exhibit "A;"** and

WHEREAS, wetlands play a significant role in the maintenance of environmental quality on a community, regional, and statewide level; and

WHEREAS, wetland transition areas are integral portions of a freshwater wetlands ecosystem; and

WHEREAS, the Grantee required the Grantor to encumber the Property with a Conservation Restriction/Easement restricting the subsequent development of the Restricted Area as a condition of the Permits; and

WHEREAS, the Grantor, having the authority to do so, intends to enter into this Conservation Restriction/Easement in order to grant to the Grantee a Conservation Restriction/Easement on the Property to restrict subsequent development of the Restricted Area.

NOW THEREFORE, in consideration for the issuance of the Permits and for ONE (\$1.00), the valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the facts recited above and the terms, conditions and restrictions contained herein, the Grantor hereby agrees that the Property shall be subject in perpetuity to the following conveyances, covenants and restrictions in favor of the Grantee:

1. Grantor hereby conveys, transfers, assigns and grants to the Grantee a Conservation Restriction/Easement with respect to that portion of the Property as described in **Exhibit "A."**
2. Unless specifically authorized, the Restricted Area shall be preserved in its natural state and any/all activities that inhibit the natural succession of vegetation are prohibited. Specifically, including but not limited to the following activities, shall not occur within the Restricted Area:
 - a. Removal, excavation, or disturbance of the soil;
 - b. Dumping or filling with any materials;
 - c. Erection of structures;
 - d. Placement of pavement;
 - e. Destruction of plant life which would inhibit the natural succession of vegetation, including mowing of fields and the development of new gardens, except as approved in the conservation restriction or easement, or in accordance with a non-native/invasive species removal plan approved by the Grantee prior to removal;
 - f. The use of fertilizers, herbicides or pesticides;

- g. Alteration of the hydrology of the Restricted Area; and
 - h. All other activities, unless explicitly permitted as part of the Conservation Restriction/Easement.
3. This Conservation Restriction/Easement shall be a burden upon and shall run with the Property, and shall bind Grantor, its heirs, successors and assigns, in perpetuity.
4. It is the purpose of the Conservation Restriction/Easement to assure that the Restricted Area will be maintained as such and to prevent any disturbance or development of that portion of the Property. To carry out this purpose, the following rights are granted to the Grantee by this Conservation Restriction/Easement:
- a. Upon reasonable advance notice, to enter upon the Property in a reasonable manner and at reasonable times so as to assure compliance with the provisions of this Conservation Restriction/Easement; and
 - b. In addition to the exercise of any other statutory or common law right, to enjoin any activity on, or use of, the Restricted Area that is inconsistent with the purpose of this Conservation Restriction/Easement and to enforce the restoration of such areas or features of the Restricted Area that may be damaged by inconsistent activity or use.
5. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the Grantee determines that a breach, default or violation ("Violation") of this Conservation Restriction/Easement has occurred or that a Violation is threatened, the Grantee shall give written notice to Grantor of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantor fails to cure the Violation after receipt of notice thereof from the Grantee, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the Grantee, fails to begin curing such Violation within the time period dictated by the Grantee, or fails to continue diligently to cure such Violation until finally cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction:
- a. To enjoin and/or cure such Violation,

- b. To enter upon the Easement Areas and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Easement Areas affected by such Violation to the condition that existed prior thereto, or
 - c. To seek or enforce such other legal and/or equitable relief or remedies as the Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Conservation Restriction/Easement.
6. If the Grantee, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Easement Areas, the Grantee may pursue its remedies under paragraph 5 above without prior notice to Grantor or without waiting for the period provided for cure to expire. The Grantee's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Conservation Restriction/Easement. Grantor agrees that the Grantee's remedies at law for any Violation of the terms of this Conservation Restriction/Easement are inadequate and that the Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the Grantee's rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.
7. Enforcement of the terms of this Conservation Restriction/Easement shall be at the discretion of the Grantee and any forbearance by the Grantee to exercise its rights under this Conservation Restriction/Easement in the event of any Violation by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent Violation or of any of the Grantee's rights under this Conservation Restriction/Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any Violation by Grantor shall impair such right or remedy or be construed as a waiver of such right or remedy.
8. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Conservation Restriction/Easement against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.

9. Any notice, demand, request, consent, approval or communication under this Conservation Restriction/Easement shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To Grantor: Margos Mark Shahinian
Bonnie L. Shahinian
265 Mount's Mills Road
Monroe Township, New Jersey 08831

To the Grantee: Monroe Township Clerk
1 Municipal Plaza
Monroe Township, New Jersey 08831

10. A party may change the address or person to whom notices to it are required to be given by notice given in the manner above provided.
11. This instrument conveys no right of access by the general public to any portion of the Property.
12. The Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Restricted Area, including any required fencing of the Restricted Area, as stated or shown in **Exhibit "A."** The Grantor shall be responsible for acts of its own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:8-1 et seq.
13. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Restriction/Easement will be inserted in any subsequent deed, subdivision deed, lease, sub-lease or other legal instrument by which the Grantor divests itself of any interest in any portion of the Property. Notwithstanding the failure of the Grantor to include the terms and restrictions of this instrument, this Conservation Restriction shall run with the land and be binding on all heirs, successors and assigns.
14. Notwithstanding anything contained herein to the contrary, any modification or termination of this Conservation Restriction/Easement shall require the prior written approval of the Grantee, its successor or assign.

15. This Conservation Restriction/Easement shall survive any merger of the fee and restriction interest in the Restricted Area.
16. Taxes, Insurance.
 - a. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Easement Areas. Grantor shall keep the Easement Areas free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
 - b. The Grantor agrees to pay any real estate taxes or other assessments levied on the Easement Areas. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien against the land is created, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in said Easement Areas or to take such other actions as may be necessary to protect the Grantee's interest in the Easement Areas and to assure the continued enforceability of this Conservation Restriction/Easement.
17. Miscellaneous.
 - a. The laws of the State of New Jersey shall govern the interpretation and performance of this Conservation Restriction/Easement.
 - b. If any provision of this Conservation Restriction/Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction/Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
 - c. This Conservation Restriction/Easement sets forth the entire agreement of the parties with respect to the Conservation Restriction/Easement and supersede all prior discussions, negotiations, understandings or agreements relating to the easement, all of which are merged herein. No alteration or variation of this Conservation Restriction/Easement shall be valid or binding unless contained in a writing executed and recorded by the parties hereto.

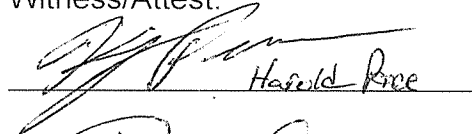
- d. Should there be more than one Grantor, the obligations imposed by this Conservation Restriction/Easement upon each Grantor shall be joint and several.
 - e. The covenants, terms, conditions and restrictions of this Conservation Restriction/Easement, approved document and approved plans shall be binding upon, and inure to the benefit of, the parties hereto and all parties having or acquiring any right, title or interest in any portion of the Property, including holders of subdivision deeds, and shall continue as a servitude running in perpetuity with the Property.
 - f. The captions in this Conservation Restriction/Easement have been inserted solely for convenience of reference and are not a part of this Conservation Restriction/Easement and shall have no effect upon construction or interpretation.
 - g. Execution of this Conservation Restriction/Easement does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property.
 - h. This Conservation Restriction/Easement shall be construed as if it were drafted by both parties. Both parties waive all statutory and common law presumptions which might otherwise serve to have the instrument construed in favor of, or against, either party as the drafter hereof.
 - i. This Conservation Restriction/Easement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.
18. The Grantor reserves unto itself the right to undertake de minimis modifications of the Restricted Area that are approved in advance and in writing by the Grantee. The Grantee may approve the modification under the following conditions and with the following documentation:
- a. The modification results in an increased level of protection of the regulated resource; or
 - b. The modification results in equivalent areas of resources protected; and

- c. The modification does not compromise the original protected resource.
19. If the Grantee approves the Grantor's modification, the Grantor shall amend this instrument by preparing and submitting to the Grantee for prior review and approval:
- a. A revised plan and metes and bounds description for the area to be preserved under the modified Conservation Restriction/Easement (hereinafter the "Modification Documents"); and
 - b. An Amended Conservation Restriction/Easement that reflects the modifications to the original Conservation Restriction/Easement, the justification for the modification, and that also includes the deed book and page of the title deed for the property or properties subject to the modified Conservation Restriction/Easement set forth in the Modification Documents.
20. The Grantor shall record the documents listed in paragraph 19, above, in the same manner and place as this original Conservation Restriction/Easement was recorded.

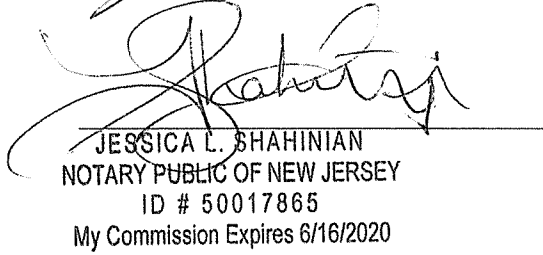
TO HAVE AND TO HOLD unto the Township of Monroe, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Restriction/Easement shall not only be binding upon the Grantor but also upon its agents, personal representatives, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the Grantors have set their hands and seals on the day and year first above written.

Witness/Attest:


Harold Price


MARGOS MARK SHAHINIAN


JESSICA L. SHAHINIAN
NOTARY PUBLIC OF NEW JERSEY
ID # 50017865
My Commission Expires 6/16/2020


BONNIE L. SHAHINIAN

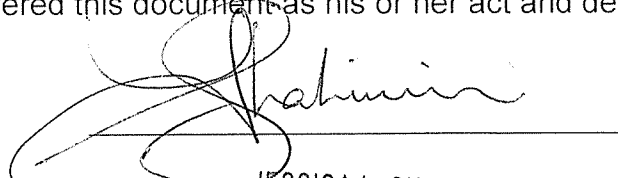
STATE OF NEW JERSEY:
COUNTY OF MIDDLESEX: SS.:

I CERTIFY that on October 15, 2019,

MARGOS MARK SHAHINIAN AND BONNIE L. SHAHINIAN

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.


JESSICA L. SHAHINIAN
NOTARY PUBLIC OF NEW JERSEY
ID # 50017865
My Commission Expires 6/16/2020

AMERTECH ENGINEERING, INC.

ENGINEERS, SURVEYORS AND PLANNERS

757 RIDGEWOOD AVENUE
NORTH BRUNSWICK, NJ 08902
(732) 828-3535 • FAX (732) 249-0859 • E-MAIL main@amertechengineering.com

Deed Description

May 27, 2016
Proposed Conservation Easement
Within Lot 28.10 Block 53
Monroe Township
Middlesex County, New Jersey

Job No. 13-027

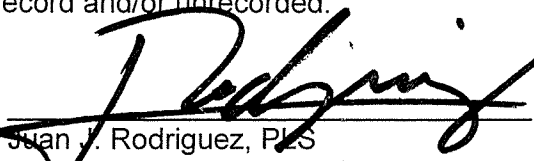
Being known and designated as a proposed Conservation Easement to Monroe Township as shown on a certain Map titled "Building Permit Plan 265 Mount's Mills Road Tax Map Lot 28.10 Block 53 Monroe Township, Middlesex County, New Jersey Tax Map Sheet No. 70" dated March 26, 2015 and last revised May 26, 2016, prepared by Amertech Engineering, Inc., Sharif H. Aly, P.E. New Jersey Lic. No. 34669, Job No. 13-027; said Plan being based on a Boundary & Topographic Survey referenced thereon.

BEGINNING at a point at the intersection of the Proposed Northerly Right of Way line of Mount's Mills Road (33' wide R.O.W. per Tax Map) and the common line between Lot 28.10 and Lot 21.05, Block 53 as shown on the current Tax Map of Monroe Township Sheet No. 70, said point being 25.00' perpendicularly from the Deed center line of said Mount's Mills Road and from said point the following course N. 13° 31' 28" W. a distance of 373.91' to the actual point and place of **BEGINNING**, said point being witnessed by a Conservation Easement monument to be set, thence;

1. Trough and over lands of said Lot 28.10, S. 76° 03' 02" W. a distance of 166.56' to a point being witnessed by a Conservation Easement monument to be set; thence,
2. Continuing through and over lands of said Lot 28.10, N. 47° 59' 30" W. a distance of 98.52' to a point on the common line with said Lot 21.05, said point being witnessed by a Conservation Easement monument to be set; thence,
3. Along the common line of said Lot 21.05, N. 61° 58' 32" E. a distance of 229.63' to an angle point in same, said point being witnessed by a capped iron pin set; thence,
4. Continuing along the common line of said Lot 21.05, S. 13° 31' 28" E. a distance of 137.48' to the point and place of **BEGINNING**.

Containing approximately 22,081 Sq. Ft., (0.507 Ac.) of land.

Subject to all rights, restrictions and easements of record and/or unrecorded.


Juan J. Rodriguez, PLS
New Jersey Professional Land Surveyor
License No. 24GS04323000



Elaine M. Flynn
 Middlesex County Clerk
 Recording Data Cover Page
 Pursuant to N.J.S.A. 46:26A-5

INSTR # 2020052503
 D BK 17911 PG 476 Pgs 474 - 482 (7 Pgs)
 RECORDED 06/17/2020 12:35:00 PM
 ELAINE M. FLYNN, COUNTY CLERK BD
 MIDDLESEX COUNTY, NEW JERSEY
 RECORDING FEES: \$13.00

Official Use Only

Date of Document OCTOBER 15, 2019	Type of Document Deed
First Party Name MARGOS MARK SHAHINIAN	Second Party Name TOWNSHIP OF MONROE
Additional First Parties BONNIE L. SHAHINIAN	Additional Second Parties

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.

Block 53	Lot 28.10
Municipality Monroe	Consideration \$1.00
Mailing Address of Grantee 1 MUNICIPAL PLAZA MONROE TOWNSHIP, NEW JERSEY 08831	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.

Original Book	Original Page
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MIDDLESEX COUNTY, NEW JERSEY RECORDING DATA PAGE.

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Prepared by: 
PETER A. VIGNUOLO, ESQ.

DEED OF DEDICATION

This Deed is made on October 17, 2019,

BETWEEN **MARGOS MARK SHAHINIAN AND**
whose address is **BONNIE L. SHAHINIAN (f/k/a Bonnie L. Granitski),**
265 Mount's Mills Road, Monroe, New Jersey 08831,
referred to as the Grantor,

AND **THE TOWNSHIP OF MONROE, a Municipal**
whose address is **Corporation of the State of New Jersey,**
1 Municipal Plaza, Monroe, New Jersey 08831,
referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of: **ONE (\$1.00) DOLLAR and other good and valuable consideration.**

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of **MONROE**
Block No. 53 Lot No. 28.10 (Portion) Account No.

Property. The property consists of the land and all the buildings and structures on the land in the Township of Monroe, County of Middlesex, and State of New Jersey. The legal description is:

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

Being a portion of the same premises conveyed to the Grantor herein by deed from Karoline Shahinian, Unremarried Widow, dated June 19, 2014, which deed was recorded in the office of the Middlesex County Clerk on July 8, 2014, in Deed Book 6587, page 583.

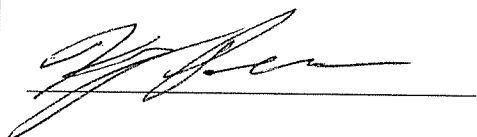
Subject to easements, restrictions of record and such facts as an accurate survey will disclose.

The foregoing property is being dedicated to the Township of Monroe for any and all lawful public purposes, including but not limited to, widening of public rights of way and installation and maintenance of improvements.

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 judgment to be entered against the Grantor).


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

Witness:




MARGOS MARK SHAHINIAN



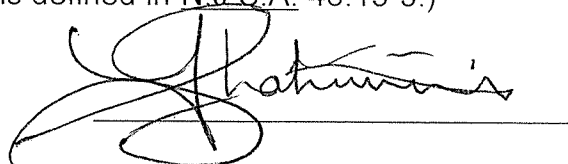

BONNIE L. SHAHINIAN
(f/k/a Bonnie L. Granitski)

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

I CERTIFY that on **October ____, 2019,**
MARGOS MARK SHAHINIAN AND
BONNIE L. SHAHINIAN (f/k/a Bonnie L. Granitski)

personally came before me and this person acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached deed;
- (b) executed this deed as his or her own act; and
- (c) made this deed for \$1.00 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.)



JESSICA L. SHAHINIAN
NOTARY PUBLIC OF NEW JERSEY
ID # 50017865
Commission Expires 6/16/2020

DEED OF DEDICATION	Dated: October 17, 2019
MARGOS MARK SHAHINIAN AND BONNIE L. SHAHINIAN (f/k/a Bonnie L. Granitski)	Record and return to:
Grantor(s)	Township of Monroe
to	1 Municipal Plaza
THE TOWNSHIP OF MONROE,	Monroe Township, New Jersey 08831
Grantee(s)	



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s) _____
 MARGOS MARK SHAHINIAN AND BONNIE L. SHAHINIAN (f/k/a Bonnie L. Granitski)
 Current Street Address _____
 265 MOUNT'S MILLS ROAD
 City, Town, Post Office Box _____ State _____ Zip Code _____
 MONROE NJ 08831

PROPERTY INFORMATION

Block(s) _____ Lot(s) _____ Qualifier _____
 53 28.10 (PORTION)
 Street Address _____
 265 MOUNT'S MILLS ROAD
 City, Town, Post Office Box _____ State _____ Zip Code _____
 MONROE NJ 08831
 Seller's Percentage of Ownership _____ Total Consideration _____ Owner's Share of Consideration _____ Closing Date _____
 100% \$1.00 \$1.00 10/17/2019

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 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.

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.

 10/17/19
 Date

 10/17/19
 Date

 Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

 Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

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

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

STATE OF NEW JERSEY

COUNTY

MIDDESEX

SS. County Municipal Code 1212

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

MUNICIPALITY OF PROPERTY LOCATION MONROE

*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, MARGOS MARK SHAHINIAN, being duly sworn according to law upon his/her oath, deposes and says that he/she is the GRANTOR in a deed dated OCTOBER 17, 2019 transferring real property identified as Block number 53 Lot number 28.10 (PORTION) located at 265 MOUNT'S MILLS ROAD, MONROE and annexed thereto.

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

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

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (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 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.

(a) FOR CONSIDERATION OF LESS THAN \$100.00

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

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

- A. SENIOR CITIZEN Grantor(s) 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.

*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 Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 17th day of October 2019

JESSICA L. SHAHINIAN

Signature of Deponent

MARGOS MARK SHAHINIAN Grantor Name

NOTARY PUBLIC OF NEW JERSEY 265 MOUNT'S MILLS ROAD MONROE, NEW JERSEY 08831 ID # 50017865 My Commission Expires 6/16/2020

265 MOUNT'S MILLS ROAD MONROE, NEW JERSEY 08831

Deponent Address

Grantor Address at Time of Sale

XXX-XXX-981

CLARKIN & VIGNUOLO, P.C.

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer

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-I 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:



Township of Monroe


County of Middlesex

PATRICIA REID
Township Clerk

Municipal Complex
1 Municipal Plaza
Monroe Township, NJ
08831-1900
Phone (732) 656-4573
Fax (732) 521-3190

Affidavit of Publication

I, Patricia Reid, Township Clerk, of the Township of Monroe, County of Middlesex, State of New Jersey, do hereby certify that the attached legal notice is a true copy of such notice, which was published in the Home News Tribune, the official newspapers of Monroe Township and newspaper of general circulation in the County of Middlesex on November 18, 2019.



Patricia Reid, Township Clerk

Ad Number: 0003902557

Run Dates: 11/18/19

MONROE TOWNSHIP
NOTICE OF PENDING ORDINANCE
ORDINANCE NO.: O-11-2019-028

NOTICE IS HEREBY GIVEN THAT AN ORDINANCE ENTITLED: "ORDINANCE ACCEPTING A DEED AND A CONSERVATION EASEMENT FROM MARGOS MARK SHAHINIAN AND BONNIE L. GRANITSKI AT 265 MOUNT'S MILLS ROAD, BLOCK 53, LOT 28.10" has been introduced and passed on first reading at the regular meeting of the Monroe Township Council held on November 6, 2019 and will be further considered for final passage after a Public Hearing during the council meeting to be held on December 2, 2019 at 7:00 p.m. in the Monroe Twp. Municipal Building, One Municipal Plaza, Monroe Twp., N.J. 08831. At said time and place, all persons will be granted the opportunity to be heard concerning this Ordinance prior to its consideration for adoption by Council.

The purpose of this Ordinance is to accept a deed and conservation easement at 265 Mounts Mills Road for wetlands and wetlands buffer on the property and to enable the widening of Mount's Mills Road.

The proposed Ordinance in its entirety can be viewed on the Township website, www.monroetwp.com and is on file in the Municipal Clerk's Office. Copies may be obtained without charge between the hours of 8:30am and 4:30pm. Monday through Friday.

Patricia Reid, Municipal Clerk

(\$26.40)

0003902557-01



Township of Monroe

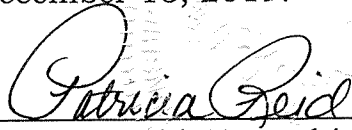
County of Middlesex

PATRICIA REID
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Affidavit of Publication

I, Patricia Reid, Township Clerk, of the Township of Monroe, County of Middlesex, State of New Jersey, do hereby certify that the attached legal notice is a true copy of such notice, which was published in the Home News Tribune, the official newspaper of Monroe Township and a newspaper of general circulation in the County of Middlesex on December 16, 2019.



Patricia Reid, Township Clerk

Ad Number: 0003948860

Run Dates: 12/16/19

MONROE TOWNSHIP
MIDDLESEX COUNTY
NOTICE OF FINAL ADOPTION

Notice is hereby given that the following entitled Ordinance was introduced and passed on First Reading at the regular meeting of the Monroe Township Council held on November 6, 2019. Furthermore, this Ordinance was adopted after a Public Hearing was held at the December 10, 2019 regular meeting of the Monroe Township Council at One Municipal Plaza, Monroe Township, N.J. 08831 and was thereafter approved and signed by the Mayor on December 11, 2019.

ORDINANCE NO.: O-11-2019-028

ORDINANCE OF THE MONROE TOWNSHIP COUNCIL ACCEPTING A DEED AND A CONSERVATION EASEMENT FROM MARGOS MARK SHAHINIAN AND BONNIE L. GRANITSKI AT 265 MOUNT'S MILLS ROAD, BLOCK 53 LOT 28.10

PATRICIA REID, R.M.C.
Monroe Township Municipal
(\$15.40)

0003948860-01