

SZAFERMAN LAKIND

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**NJ & NY Bars
***NJ, NY & PA Bars

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+Certified Matrimonial Attorney
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#Retired

October 28, 2021

Via Hand Delivery

James F. Parvesse, P.E.
Township of Lawrence
Division of Planning and Redevelopment

**Re: Hullfish Real Estate Company, LLC (Marmalade Restaurant)
12 Gordon Avenue, Block 6301, Lots 58-60 & 68-70
Preliminary and Final Site Plan Application w/variances (SP-4/21)**

Dear Mr. Parvesse:

In response to your completeness review letter regarding the above Application dated October 5, 2021, please note the following (item numbers correspond to the items numbers in your letter):

1. Check in the amount of \$1,250.00 for Application Fee is enclosed.
2. Check in the amount of \$5,125.00 for Escrow Fees is enclosed.
3. A copy of the Agreement of Easement between the Applicant and Jonathan and Mary Elizabeth Hunt dated 11/11/2002 recorded in Volume 4410 at Page 005 *et seq.* is enclosed. That Easement was terminated in 2013, but it does not appear the Termination was ever recorded. However, pursuant to Paragraph 9, the Easement has a term of ten (10) years, with a right of the easement holder to extend for an additional nine (9) years. The Easement, therefore, terminates by its own language on 11/1/2021, which will occur before the hearing on this Application.
4. The Engineer revised the Plan.
5. The Engineer revised the Plan.
6. The Engineer revised the Plan.
7. According to the Engineer, "We are requesting a submission waiver for this item. We do not need to have the soil testing witnessed by the Township because the Township Stormwater Regulations (Section 522) do not apply to this project. That section of the ordinance only applies to a major development (as defined in the NJ Stormwater Regulations) or a project that will increase the 100 year storm flow by 1 CFS or more. To be a Major Development, the project must (i) disturb more than 1 acre (we are only disturbing 0.85 acres +/-), (ii) create 0.25 acres of impervious surface since 2/2/2004 (we are creating only 0.04 acres +/-), or (iii) add 0.25 acres of regulated motor vehicle surface since 2/2/2021 (we are creating

only 0.03 acres +/-). Finally, the project increases the 100 year storm from 7.52 CFS to 8.21 CFS (0.69 CFS increase). Our project requires a stormwater design that complies with the DRCC Zone B requirements, because we have more than 0.25 acres of new impervious and redeveloped existing imperious surfaces.

8. The Engineer revised the Plan.
9. The Architect revised the Architectural Plans.
10. The Engineer revised the Plan.
11. Please note that we are amending the Application to seek a waiver of the Environmental Impact Statement. That will be included in the Notice of Public Hearing.
12. Please note that we are amending the Application to seek a waiver of the Circulation Impact Study. That will be included in the Notice of Public Hearing.
13. Enclosed are the Contribution Disclosure Statements of Joshua Zinder, AIA of JZA&D (Principal Architect); Russell M. Smith, P.E. of Hopewell Valley Engineering, PC (Engineer); Kate Pollack (member of Applicant); and myself (Attorney).

WildFlour Bakery/Café has the rights to ten (10) parking spaces pursuant to a License Agreement among Applicant, Gary R. Hullfish and Lisa Hullfish (now deceased); and 2691 Main Street Holdings, LLC and Marilyn Besner dated 9/30/2013, a copy of which is enclosed. This License Agreement resolved litigation over the now-terminated Agreement of Easement referenced in #3, above. According to the Engineer, WildFlour has 54 seats, requiring 18 parking spaces (1 space for each 3 seats). It has 8 spaces on-site and the 10 from Applicant, which are accounted for in the Applicant's parking calculations, so it is in compliance with the Ordinance with respect to parking.

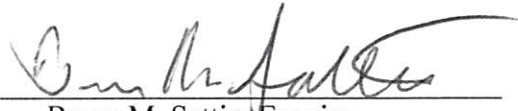
Lawrenceville Fuel has adequate parking for its needs. It has 4 spaces in front for customers and spaces across Gordon Avenue that are used by employees. On the rare occasion customers or employees park on the 12 Gordon Ave. lot, the Application includes 12 spaces more than are required for the restaurant use and other dedicated spaces on the site. There are fuel pumps that will remain on the restaurant lot, and we will prepare an Easement for the benefit of Lawrenceville Fuel to access and maintain the pumps. The lots are all in common ownership, so technically the easement is not necessary.

PDF versions of the Site Plan and the Architectural Plan are on the thumb drive enclosed. We are simultaneously submitting the requisite copies of the plans and reports.

If you have any questions regarding the above, or if the Township requires any further documentation, please contact me at your convenience.

Very truly yours,
SZAFERMAN, LAKIND, BLUMSTEIN
& BLADER, P.C.

By:



Bruce M. Sattin, Esquire

BMS/axa

Enclosure

cc: Kate Pollack (via email only)
Russell Smith, P.E. (via email only)
Benjamin Grace, AIA (via email only)
Joanne Canady-Brown (via email only)

SP-4/21

Township of Lawrence
Mercer County NJ
Department of Community Development

Land Use Application Master Checklist

Name of Applicant: Hullfish Real Estate Company, LLC

Block No. 6301 Lot No(s) 58, 59, 60, 68, 69 and 70

- | | |
|--|-----------------------|
| Required for all applications: | Complete form: |
| <input checked="" type="checkbox"/> General Information | Form G-1 |
| <input checked="" type="checkbox"/> Certifications | Form C-1 |
| <input checked="" type="checkbox"/> Taxpayer Identification number & certification | IRS form W-9 |

Type of approval sought (check all as appropriate):

- | | |
|---|-----------|
| <input type="checkbox"/> Appeal from decision of Administrative Officer | Form A-1 |
| <input type="checkbox"/> Bulk Variance (parcel) | Form B-1 |
| <input checked="" type="checkbox"/> Bulk Variance (signage) | Form B-2 |
| <input type="checkbox"/> Bulk Variance (homeowner) | Form B-3 |
| <input type="checkbox"/> Contribution Disclosure Statement | Form DS-1 |
| <input type="checkbox"/> Conditional Use | N/A |
| <input type="checkbox"/> Informal | N/A |
| <input type="checkbox"/> Interpretation | N/A |
| <input type="checkbox"/> Lot Consolidation | N/A |
| <input type="checkbox"/> Site Plan, Informal | N/A |
| <input type="checkbox"/> Site Plan, Waiver | N/A |
| <input type="checkbox"/> Site Plan, Minor | N/A |
| <input checked="" type="checkbox"/> Site Plan, Preliminary Major | N/A |
| <input checked="" type="checkbox"/> Site Plan, Final Major | N/A |
| <input type="checkbox"/> Subdivision, Minor | N/A |
| <input type="checkbox"/> Subdivision, Preliminary Major | N/A |
| <input type="checkbox"/> Subdivision, Final Major | N/A |
| <input type="checkbox"/> Use Variance | Form U-1 |
| <input type="checkbox"/> Other (specify) | N/A |

RECEIVED
OCT - 1 2021
ENGINEERING DEPT.

List all accompanying material:

<u>Description</u>	<u>Number Submitted</u>
Preliminary and Final Site Plan (6 Sheets)	24
Boundary and topographic Survey	24
Stormwater Management Report	5
Stormwater Management and Maintenance Plan	5

List name & address of all expert witnesses expected to testify:

Russell M. Smith, P.E., P.P. (see next page)

Benjamin Grace, AIA; JZA&D; 254 Witherspoon St., Princeton

Township of Lawrence
Mercer County NJ
Department of Community Development

General Information

1. Applicant:

Name Hullfish Real Estate Company, LLC Phone (609) 896-0141
Address 16 Gordon Ave. Fax _____
Lawrenceville, NJ 08648 Email khpollack@gmail.com

2. Owner of land (as shown on current tax records):

Name Same as Applicant Phone _____
Address _____ Fax _____
_____ Email _____

3. Attorney (where applicable):

Name Bruce M. Sattin, Esq. Phone (609) 275-0400
Address 101 Grovers Mill Rd., Ste. 200 Fax (609) 779-6068
Lawrenceville, NJ 08648 Email bsattin@szaferman.com

4. Engineer (where applicable):

Name Russell M. Smith, P.E., P.P. Phone (609) 745-5800
Address Hopewell Valley Engineering Fax (609) 745-5807
1600 Reed Rd., Ste. A Email rsmith@kvepc
Pennington, NJ 08534

5. If the applicant is a corporation or partnership, list the names and addresses of all stock holders or partners owning a 10% or greater interest in said corporation or partnership in accordance with P.L.1977 Ch.336.

Gary Hullfish
Kate Pollack

6. Location of Land:

Lot No(s) 58, 59, 60, 68 Block(s) 69 and 70 Tax Map Pg(s) 63
6301
Street(s) Gordon Avenue

7. Zoning designation of parcel (see Zoning Map): Neighborhood Center (NC-1)

8. Name of proposed development: Marmalade Restaurant

Township of Lawrence
Mercer County NJ
Department of Community Development

Bulk Variance (Signage)

Existing and proposed signage requirements as compared to the zoning ordinance requirements:

	Permitted for zone in which property is located	Existing	Proposed	Extent of variance requested
Freestanding Sign				
Number	1	2*	1	2 signs
Area	SF	SF	SF	SF
Setback	FT	FT	FT	FT
Height	FT	FT	FT	FT
Facade Sign				
Number	1	0	2	1 sign
Area	SF	SF	SF	SF

Mark any pre-existing variance with an “ * ”.

Freestanding Signs:

Permitted (in NC-1 District Adjacent to Historic Zone)

- QTY: 1 per lot
- Area: 12 SF (Per 535.T.1.b)
- Setback: 5' From Sidewalk (Per 535.T.2.b)
- Height = 6' (Per 535.T.2.b)

Existing

- Lawrenceville Fuel (Kate to Provide Data)
- 10 Gordon Ave Sign (Kate to Provide Data)

Proposed

3 Total signs: 2 existing + 1 new (VARIANCE)

Maintain 2 existing signs

- Marmalade Sign (NEW)
- 8.9 SF sign area;
- 6' overall height;
- 0' Setback (VARIANCE)

Facade Signs

Permitted (in NC-1 District Adjacent to Historic Zone)

- QTY: 1 per frontage.
- Area: 20 SF non-illuminated or 10 SF illuminated (Per 535.T.1.a)

Existing:

None

Proposed:

2 Proposed Signs (VARIANCE)

- Fuel Sign (internally illuminated)
- 22 SF sign area (VARIANCE)

Well Hello There Sign: (illuminated)

- 13.5 SF sign area (VARIANCE)

MARMALADE
BULK VARIANCE (SIGNAGE)
CONTINUATION PAGE

EXISTING FREE-STANDING SIGNS:

Lawrenceville Fuel Signs:	17.08 s.f.	0 setback*
	8.75 s.f.	0 setback*
The Live Painter Sign:	12.67 s.f.	3 ft. setback*

* Pre-existing Non-Conformances

Township of Lawrence
Mercer County NJ
Department of Community Development

Certifications

Certification of applicant:

I/we do hereby certify that all statements made herein and in any documents submitted herewith are true and accurate.

Applicant's signature *Gary R. Hullfish* Date 9/29/21
Gary R. Hullfish
(Print or type name)

Owner's consent to filing of application:

If the applicant is not the owner of the property, have owner sign below or file with the application a letter signed by the owner consenting to the application.

I am the current owner of the subject property and am aware of and consent to the filing of this application.

Owner's signature *Gary R. Hullfish* Date 9/29/21
Gary R. Hullfish
(Print or type name)

Acceptance of reasonable review & inspection costs:

I/we do hereby agree to pay all reasonable costs for professional review of the plan(s) and material submitted herewith and for subsequent township inspection of any improvements to be constructed in connection therewith or future bond releases, where such inspection is required.

Applicant's signature *Gary R. Hullfish* Date 9/29/21
Gary R. Hullfish
(Print or type name)

Authorization for township officials to enter upon property:

I/we do hereby grant authorization to township officials, including Planning or Zoning Board members, to enter upon the subject property for the purpose of inspection related to this application.

Owner's signature *Gary R. Hullfish* Date 9/29/21
Gary R. Hullfish
(Print or type name)

Mercer County Clerk's Office

Return To:

CHRISTOPHER K COSTA ESQ
9 GORDON AVENUE

LAWRENCEVILLE NJ 08648

HULLFISH
LISA
HUNT
JONATHAN

Index DEEDS

Book 04410 Page 0005

No. Pages 0011

Instrument MISC DEEDS

Date : 11/15/2002

Time : 1:24:37

Control # 200211150311

INST# RD 2002 063091

Employee ID EDAINO

RECORDING	\$	33.00
	\$.00
RECORDING	\$	37.00
	\$.00
	\$.00
	\$.00
	\$.00
	\$.00
	\$.00
	\$.00
Total:	\$	70.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

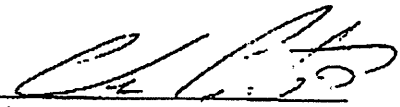
*****PLEASE NOTE*****
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *

Catherine DiCostanzo
Mercer County Clerk



70441005

DDS 10 PGS
\$ 70.00

Prepared By: 
Christopher K. Costa
Attorney at Law, State of New Jersey

AGREEMENT FOR EASEMENT

THIS AGREEMENT is made on Nov 11, 2002, by and between Lisa Hullfish, Hullfish Real Estate Company, L.L.C. and Gary R. Hullfish (collectively and individually referred to as "Grantor"), and Jonathan Hunt and Mary Elizabeth Hunt, husband and wife (referred to as "Grantee").

RECITALS

A. The Grantor is the owner of certain real property in the Township of Lawrence, County of Mercer, State of New Jersey, designated as follows:

Block 6301, Lots 69 and 70, commonly known as 20 Gordon Avenue, Lawrenceville, New Jersey 08648 and currently owned by Gary R. Hullfish.

Block 6301, Lots 58, 59, 60 and 68, commonly known as 8 & 10 Gordon Avenue, Lawrenceville, New Jersey 08648 and currently owned by Hullfish Real Estate Company, L.L.C.

Block 6301, Lot 67, commonly known as 6 Gordon Avenue, Lawrenceville, New Jersey 08648 and currently owned by Lisa Hullfish

These properties are individually and collectively referred to as the "Servient Estate" or are referred to by their lot numbers.

B. The Grantee is the owner of certain real property in the Township of Lawrence, County of Mercer, State of New Jersey, designated on the tax map of the Township of Lawrence as Block 6301, Lot 63, and commonly known as 2691 Main Street (the "Dominant Estate")

C. The Grantee desires to acquire certain rights in the Servient Estate. The easement rights shall be used for the purpose of providing additional parking on the Servient Estate to the commercial operations of the Dominant Estate and for the purpose of providing a pedestrian footpath which connects the Dominant Estate to the aforementioned parking area on the servient estate.

D. The Grantor makes no representation as to its authority to provide the easements herein.

E. Grantee has undertaken such due diligence as it deems necessary and is satisfied that the Grantor has the authority to grant an easement over the servient estate.

IT IS THEREFORE AGREED:

1. For valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee the following easements, which collectively shall be referred to as the "Easement Area": (a) a parking area for twenty (20) automobiles for the exclusive use of the Dominant Estate on Lots 58, 59, 69 and 70 of the Servient Estate as shown on the Site Plan for the Lawrenceville Inn, attached hereto as Exhibit A (the "Parking Easement Area"); (b) an easement for vehicular ingress to and egress from Gordon Avenue across said lots to and from the Parking Easement Area; (c) an easement to enter upon the Parking Easement Area for the purpose of maintaining and repairing said Parking Easement Area; and (d) an easement on and across lots 67 and 68 of the Servient Estate which shall be used only as a pedestrian footpath connecting the Dominant Estate to the Parking Easement Area and which shown on Exhibit A (the "Footpath Easement Area").

2. It is the intention of the parties that the Easement Area granted be an easement appurtenant to the Dominant Estate, in that the Easement Area benefits the use and enjoyment of the Dominant Estate by providing access to additional parking for the commercial operations on the Dominant Estate.

3. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. So long as the Grantee has exclusive rights to use the Parking Easement Area, then the Grantee will complete all necessary maintenance and repair on said area. In the event Grantee fails to maintain the easement area, Grantor may, upon notice to Grantee and a fourteen (14) day opportunity to cure, complete the necessary maintenance and repair of the Easement Area which cost of maintenance or repair shall be reimbursed by the Grantee. In the event of an emergency where there is an imminent danger to life or property, then Grantor will not be required to provide notice or an opportunity to cure to Grantee before completing the maintenance or repair. In addition, Grantor may enter upon the Easement Area at any reasonable time to complete maintenance or repairs at Grantor's own cost. Grantee agrees to maintain the Footpath Easement Area at its own cost.

5. Grantor agrees to complete the initial improvements to the Parking Easement Area which improvements will benefit both Grantor and Grantee. Grantee will reimburse Grantor for one-half of the cost of the initial improvements to the Parking Easement Area. Grantee will complete, at its own cost, the improvements to the Footpath Easement Area. For the Parking Easement Area, such improvements will include purchase, delivery and leveling of stones. In the event additional improvements are required in the Parking Easement Area, Grantor and Grantee agree to negotiate in good faith to complete said additional improvements. For the Footpath Easement Area, Grantee agrees to clear and pave the Footpath Easement Area, as required by the Lawrence Township Planning Board.

6. Grantee will indemnify and hold harmless Grantor for any injuries or damages to persons or property on the Easement Area arising from or incident to the use of the easement by Grantee, its employees, patrons or customers or other invitee on the Grantee's property or within the Easement Area.

7. Grantee agrees to list Grantor as an additional insured on its general liability insurance policy, at an aggregate policy limit of not less than \$300,000, with respect to incidents that occur on the Easement Area or on Grantor's property. Grantee shall annually, and not later than thirty (30) days before the expiration of the prior year's coverage, provide Grantor a certificate of insurance evidencing Grantee's coverage as required by this section. Such policy shall contain a waiver of subrogation against Grantor, its successors and assigns. In the event Grantee fails to provide Grantor a certificate of insurance as required by this paragraph at least 30 days prior to the expiration of the prior year's coverage, Grantor may, upon ten (10) days written notice to Grantee and an opportunity to cure in said ten (10) day period, terminate this Agreement.

8. In consideration for Grantor providing this easement, Grantee agrees that Lawrenceville Fuel or any fuel oil company that operates at the current Lawrenceville Fuel location and is owned by Gary R. Hullfish, and/or his heirs shall be the sole provider of fuel oil to Grantee for its operations on the Dominant Estate. In the event that Lawrenceville Fuel ceases its operations, fails to provide fuel oil to Grantee, or Grantee chooses not to use fuel oil for its operations or chooses another supplier, then Grantee may maintain its rights to the Easement Area under this Agreement by paying an annual fee of \$500 to Gary Hullfish or his successors. Within sixty (60) days of the termination of the fuel oil services (as set forth in the previous sentence), Grantee will pay Grantor a portion of the \$500 annual payment pro rated to cover the remainder of the calendar year during which the termination took place. Any subsequent annual payments of \$500 shall be made by January 31 of each subsequent calendar year of the term of this Agreement. No payment will be required to the owners of the other lots of the servient estate.

9. The term of this Agreement is ten (10) years. Grantee may extend the easement an additional nine (9) years provided that Grantee, instead of the consideration set forth in paragraph 8 above, pays the Grantor an annual fee equal to the municipal taxes for the land only for the property currently designated on the Official Tax Map of Lawrence Township as Block 6301, Lots 58, 59 and 70 (the "Tax Fee"). The first annual Tax Fee will be paid by Grantee to Grantor on or before the January 31, 2013 and will cover the estimated Tax Fee for 2013. Each subsequent estimated Tax Fee will be paid on or before January 31 of each subsequent year of the nine (9) year extension period. The taxes shall be adjusted each year and an adjustment payment or reimbursement, as the case may be, made for the prior year by February 15 of the succeeding year.

10. This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, their heirs, successors, and assigns may execute and record a release of this easement at any time. Grantor may terminate this easement before the end of the term under the following circumstances upon providing a sixty (60) day written notice to Grantee and an opportunity to cure within said sixty (60) day period:

- (a) Grantee, its agents or assigns are not using any part of the Dominant Estate for a commercial purpose for a period of ninety (90) days; and
- (b) Grantee fails to maintain the Easement Area as set forth in paragraph 4 or to provide consideration as set forth in paragraphs 7, 8 and 9.
- (c) Grantee does not open a full service restaurant by June 30, 2003.

11. This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

12. Grantor may not provide other parties parking rights to the Parking Easement Area without the written consent of Grantee, which consent shall not be unreasonably denied.

13. This Agreement shall be held in escrow by the attorney for Grantor until (1) Grantee has obtained site plan approval from the Township of Lawrence to develop the property for its proposed restaurant use and (2) the Grantee has provided Grantor evidence of insurance coverage of the type and in the amount covered by this Agreement.

14. Upon the execution of this Agreement, Grantor and Grantee will execute a release of easement which is attached hereto as Schedule B (the "Release"). The Release will be held in escrow by Christopher K. Costa, Esq., the attorney for Grantee (hereinafter the "Escrow Agent"). The Release will be recorded by Escrow Agent (a) upon the written demand of both the Grantor and Grantee to terminate the easement; (b) upon the written demand of Grantee to terminate the easement and; (c) upon written demand of Grantor and fourteen (14) days written notice to Grantee in the event of termination of this Agreement caused by default of Grantee as set forth in paragraphs 7 through 10 hereof.

15. For the purpose of this Agreement, notice shall be effective if made by certified mail, return receipt requested, or personal delivery as follows:

If to Grantor:

Gary Hullfish
Lawrenceville Fuel
16 Gordon Avenue
Lawrenceville, NJ 08648

with a copy to:
Arnold Lakind, Esq.
Szaferman, Lakind, Blumstein, Blader,
Lehmann & Goldshore, P.C.
101 Grovers Mill Road
Lawrenceville, NJ 08648

If to Grantee:

Jonathan and Mary Elizabeth Hunt
2691 Main Street
Lawrenceville, NJ 08648

with a copy to:

Christopher K. Costa, Esq.
9 Gordon Avenue
Lawrenceville, NJ 08648

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 11th
day of November, 2002.

WITNESS/ATTEST:

HULLFISH REAL ESTATE COMPANY,
L.L.C., Grantor

[Signature]
Secretary

[Signature]
Member

[Signature]

[Signature]
Lisa Hullfish, Grantor

[Signature]

[Signature]
Gary R. Hullfish, Grantor

[Signature]

[Signature]
Jonathan Hunt, Grantee

[Signature]

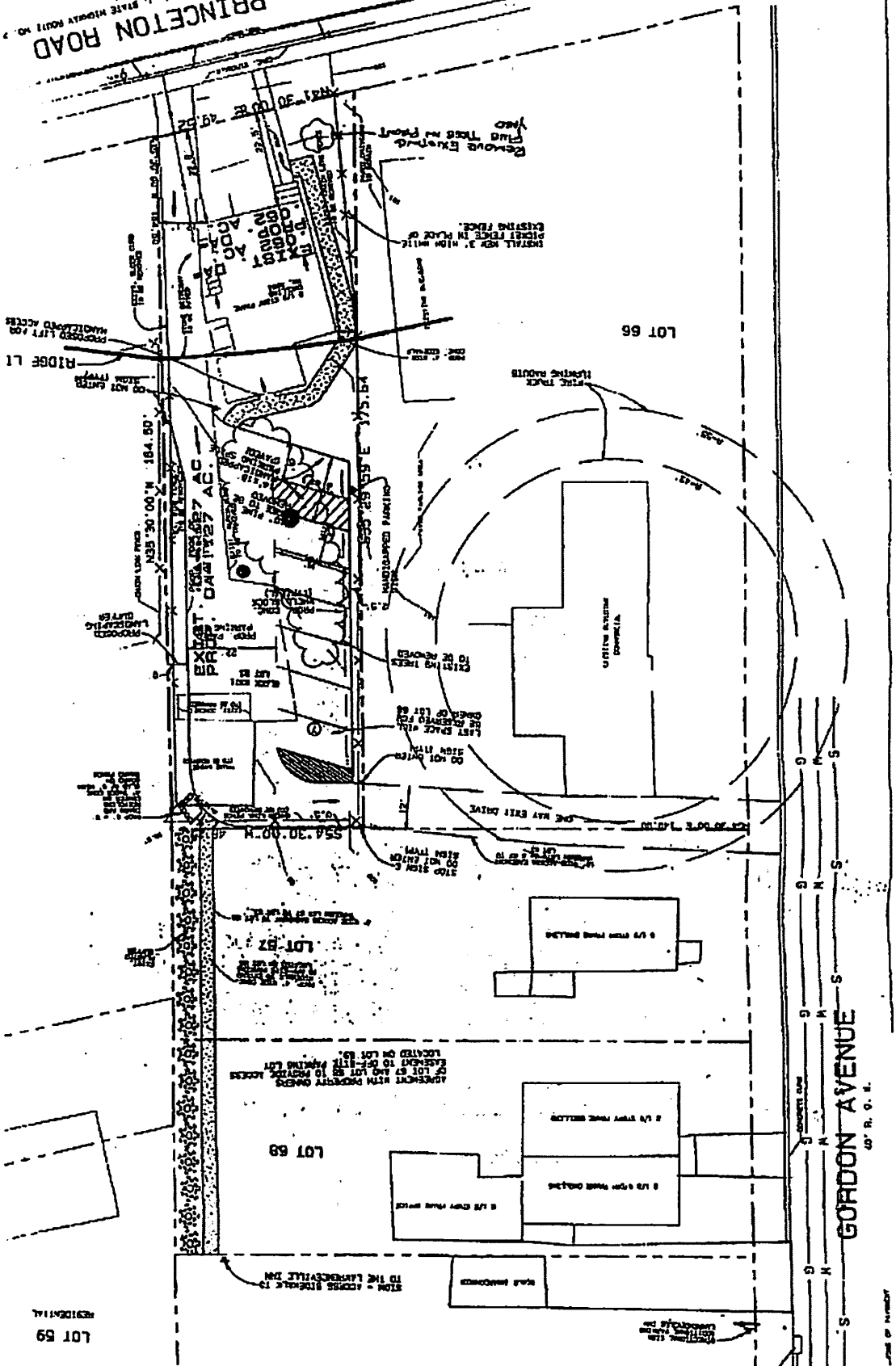
[Signature]
Mary Elizabeth Hunt, Grantee

STATE OF NEW JERSEY
COUNTY OF MERCER ss.

I CERTIFY that on November 11, 2002, personally came before
me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of Hullfish Real Estate Company, L.L.C., the Company named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Gary Hullfish a Member of the Company;
- (c) this document was signed and delivered by the Company as its voluntary act and

TRENTON - PRINCETON ROAD
U. S. R. A. MAIN STREET, N. J. STATE HIGHWAY ROUTE NO. 2
U. S. R. O. R. 1



LOT 69
IDENTICAL

GORDON AVENUE
U. S. R. O. R.

Page 1 of 1

MASONRY WOOD FENCE

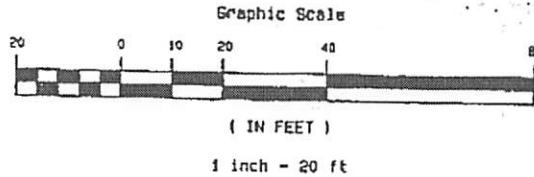
4. CURBING OF PARKING LOT (530.N.1) YES NO

SUBMISSION WAIVERS REQUESTED:

1. ENVIRONMENTAL IMPACT REPORT,
2. COMMUNITY IMPACT STATEMENT
3. CIRCULATION IMPACT STUDY

PROJECT NOTES:

1. THE MINIMUM LIGHTING PROVIDED IN THE PARKING LOT AND SIDEWALK AREAS SHALL BE 0.8 fc. AND A MAXIMUM OF 3.2 fc.
2. THE PROPOSED IMPROVEMENTS ARE < 5,000 sq. FT. THUS A SOIL EROSION PERMIT IS NOT REQUIRED. (537.0.2.g.)
3. THERE FOLLOWING ITEMS ARE NOT REQUIRED FOR THIS MINOR SITE PLAN
 - B. ENVIRONMENTAL IMPACT REPORT 603.0: 612
 - D. COMMUNITY IMPACT 603.E: 813
 - C. CIRCULATION IMPACT STUDY 603.F: 814
4. THERE ARE NO WETLANDS ON THE SUBJECT PROPERTY.
5. THERE ARE NO TREES LARGER THAN 8" IN THE AREA OF THE IMPROVEMENTS.
6. THERE WILL BE NO NEW UTILITIES INSTALLED AS PART OF THIS PROJECT.
7. NUMBER OF EMPLOYEES (10 MAX.)
8. HOURS OF OPERATION
 - MON - SAT : 7:00 AM - 10:30 AM, 11:30 AM - 2:30 PM, 5PM - 8 PM
 - SUN : 10 AM - 2 PM, 3 PM - 6 PM
9. DELIVERIES WILL BE INFREQUENT. PRODUCTS AND SUPPLIES SHALL BE PURCHASED FRESH AT THE MARKET ON A DAILY BASIS. IN THE EVENT A LARGE DELIVERY VEHICLE IS REQUIRED, VEHICLES WILL USE LOT 69 AS A DROP-OFF VIA THE ACCESS SIDEWALK ACROSS LOTS 67 & 68.



NO.	REVISIONS	DATE	DRAWN	CHECKED
4	REV. FINISH		GB	GB
3	REVISED FOR PLANNING BOARD REVIEW	6/1/02	GB	GB
2	RELOCATED OFFSITE PARKING	3/4/02	VJS	GB
1	REVISED PER REVIEW LETTERS	3/1/02	VJS	GB

SITE PLAN
PRELIMINARY AND FINAL - MAJOR SITE PLAN
FOR
LAWRENCEVILLE INN
LOCATED AT
LOT 63, BLOCK 6301
LAWRENCE TOWNSHIP
MERCER COUNTY, NEW JERSEY

GREGORY S. BLASH & ASSOCIATES ENGINEERS, SURVEYORS & PLANNERS 113 EQUIPHEL TREE LANE MOUNT LAUREL, NEW JERSEY 08054 (609) 234-8070 FAX (609) 702-0347	DATE	12/14/01
	SCALE	1" = 20'
	DRAWN	VJS
GREGORY S. BLASH, PE FLORIDA PE 41708 NORTH CAROLINA PE 14359 MAINE PE 0518 PENNSYLVANIA PE 23845-E MARYLAND PE 80884 OHIO PE E-87703 NEW JERSEY PE 30896 TENNESSEE PE 101860 NEW YORK PE 68142 VIRGINIA PE 30588	CHECKED	GB
	FILE NO.	01-1132
	SHEET	2 OF 6
DATE		

ZONING ANALYSIS

NC-1 ZONED DISTRICT
PERMITTED USE: RESTAURANT (NON FAST FOOD)
PROPOSED USE: RESTAURANT (NON FAST FOOD)

	REQUIRED	PROPOSED
MINIMUM LOT AREA	5000 sf	8206 sf
MINIMUM LOT FRONTAGE	50 ft	49.52 ft +
MINIMUM LOT WIDTH	50 ft	49.2 ft +
MINIMUM LOT DEPTH	80 ft	170 ft
MINIMUM FRONT YARD	0 ft	22.5 ft
MINIMUM SIDE YARD	10 ft	4.6 ft +
MINIMUM REAR YARD	25 ft	103 ft
IMPERVIOUS SURFACE	0.80	0.847
MAXIMUM HEIGHT	35 ft	35 ft
MAXIMUM BLDG SIZE	10,000 sf	1703 sf
MAX. GROSS FLR AREA	5000 sf	1703 sf
MIN. GROSS FLR AREA (REHAB)	400 sf	1703 sf
PARKING 1/3 SEATS 54 SEATS 18 CP		26 sp (7 ON-SITE) (1 FOR LOT 68) (20 OFF-SITE)
FAR	0.3	0.2

* EXISTING NON-CONFORMITY
 N VARIANCE

ADDITIONAL VARIANCES

	REQUIRED	PROPOSED
1. LANDSCAPED BUFFER WIDTH (TABLE 5.10)	20'	6'

DESIGN WAIVERS:

	REQUIRED	PROPOSED
1. MIN. LANDSCAPED ISLAND (S.25 L)	8'	5'
2. MIN. DRIVENWAY WIDTH (S30.0)	15'	8.5'
3. TRASH ENCLOSURE	MASONRY	WOOD FENCE
4. CURBING OF PARKING LOT (S30.N.1)	YES	NO

SUBMISSION WAIVERS REQUESTED:

- ENVIRONMENTAL IMPACT REPORT
- COMMUNITY IMPACT STATEMENT
- CIRCULATION IMPACT STUDY

PROJECT NOTES:

- THE MINIMUM LIGHTING PROVIDED IN THE PARKING LOT AND SIDEWALK AREAS SHALL BE 0.8 fc, AND A MAXIMUM OF 3.2 fc.
- THE PROPOSED IMPROVEMENTS ARE < 5,000 sf, THUS A SOIL EROSION PERMIT IS NOT REQUIRED. (S37.0.2.4.)
- THERE FOLLOWING ITEMS ARE NOT REQUIRED FOR THIS MINOR SITE PLAN
 - B. ENVIRONMENTAL IMPACT REPORT S03.C; 812
 - D. COMMUNITY IMPACT S03.E; 813
 - C. CIRCULATION IMPACT STUDY S03.F; 814
- THERE ARE NO WETLANDS ON THE SUBJECT PROPERTY.
- THERE ARE NO TREES LARGER THAN 8" IN THE AREA OF THE IMPROVEMENTS.
- THERE WILL BE NO NEW UTILITIES INSTALLED AS PART OF THIS PROJECT.
- NUMBER OF EMPLOYEES (10 MAX.)
- HOURS OF OPERATION
 MON - SAT : 7:00 AM - 10:30 AM; 11:30 AM - 2:30 PM; 5PM - 9 PM
 SUN : 10 AM - 2 PM; 5 PM - 8 PM
- DELIVERIES WILL BE INFREQUENT. PRODUCE AND SUPPLIES SHALL BE PURCHASED FRESH AT THE MARKET ON A DAILY BASIS. IN THE EVENT A LARGE DELIVERY VEHICLE IS REQUIRED, VEHICLES WILL USE LOT 69 AS A DROP-OFF VIA THE ACCESS SIDEWALK ACROSS LOTS 67 & 68.

Graphic Scale



(IN FEET)

1 inch = 20 ft

#	Rev	Date	By	For
4	Rev Plans	11/1/02	GB	GB
3	Revised Per Planning Board Review	6/1/02	GB	GB
2	RELOCATED OFFSITE PARKING	3/4/02	VJS	GB
1	REVISED PER REVIEW LETTERS	3/1/02	VJS	GB

the signing member is duly authorized to make such signature and delivery;

(d) this person knows the proper seal of the Company which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Gary R. Hullfish

Signed and Sworn before me on

November 11, 2002

[Signature]
Notary Public

STATE OF NEW JERSEY
COUNTY OF MERCER ss:

I CERTIFY that on November 11, 2002, Lisa Hullfish and Gary R. Hullfish, personally came before me and acknowledged under oath, to my satisfaction, that they are named in and personally signed this document and signed, sealed and delivered this document as their act and deed.

[Signature]
Notary Public

STATE OF NEW JERSEY
COUNTY OF MERCER ss:

I CERTIFY that on November 11, 2002, Jonathan Hunt and Mary Elizabeth Hunt personally came before me and acknowledged under oath, to my satisfaction, that they are named in and personally signed this document and signed, sealed and delivered this document as their act and deed.

[Signature]
Notary Public

Record and return to:

Christopher K. Costa, Esq.
9 Gordon Avenue
Lawrenceville, NJ 08648

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made as of September 30, 2013,

**Between: HULLFISH REAL ESTATE COMPANY, LLC, a New Jersey limited liability company, GARY R. HULLFISH and LISA HULLFISH
with offices at: 16 Gordon Avenue, Lawrenceville, NJ 08648
(hereinafter collectively called "Licensor")**

-and-

**2691 MAIN STREET HOLDINGS, LLC, a New Jersey limited liability company, and MARILYN BESNER
having an address at: 2691 Main Street, Lawrenceville, NJ 08648
(hereinafter collectively called "Licensee")**

WITNESSETH:

WHEREAS, Licensor is the owner in fee of those properties situated in the Township of Lawrence, County of Mercer and State of New Jersey, identified and known as follows:

- (a) 2681-2683 Main Street, Block 6301, Lot 66 (owned by Hullfish Real Estate Company, LLC);**
- (b) 6 Gordon Avenue, Block 6301, Lot 67 (owned by Lisa Hullfish);**
- (c) 8 & 10 Gordon Avenue, Block 6301, Lots 58, 59, 60 & 68 (owned by Hullfish Real Estate Company, LLC); and**
- (d) 20 Gordon Avenue Block 6301, Lots 69 & 70 (owned by Gary R. Hullfish); and**

WHEREAS, Licensee is the owner in fee of all that property situated in the Township of Lawrence, County of Mercer and State of New Jersey, known as 2691 Main Street, Block 6301,

Lot 63 (owned by 2691 Main Street Holdings, LLC), which property adjoins the Licensor Property (the "Licensee Property"); and

WHEREAS, Licensee is interested in and desires to obtain from Licensor by this Agreement a license over portions of the driveways and parking areas forming part of the Licensor Property for the purpose of vehicle ingress to, egress from and parking in the Licensor Property and for pedestrian ingress to, egress from, and access to the Licensee Property from the Licensor Property as described below; and

WHEREAS, Licensor is willing to grant said license on certain terms, conditions and covenants to be kept by Licensee; and

WHEREAS, Licensee has filed a Complaint to enforce certain easement rights in the Superior Court of New Jersey, Chancery Division, Mercer County, Docket No. MER-C-57-13 arising under (i) Agreement for Easement dated April 5, 2002 between Licensor and Jonathan and Mary Elizabeth Hunt and recorded in the office of the Clerk of Mercer County in Deed Book 4410, Page 27 *et seq.* (the "Access Easement"); and (ii) Agreement for Easement dated November 11, 2002 between Licensor and Jonathan and Mary Elizabeth Hunt and recorded in the office of the Clerk of Mercer County in Deed Book 4410, Page 5 *et seq.* (the "Parking Easement"); and

WHEREAS, Licensor has answered said Complaint and has denied all claims therein; and

WHEREAS, by this License Agreement, Licensee and Licensor have resolved the disputes between them, and Licensee and Licensor agree to dismiss the aforesaid lawsuit;

NOW, THEREFORE, intending to be bound hereby, and in consideration of the mutual promises, covenants and undertakings stated herein, which all parties acknowledge to be full and adequate consideration, Licensor and Licensee agree as follows:

Consideration, Description and Term

1. That Licensor, in consideration of a license fee of TEN THOUSAND DOLLARS (\$10,000.00) per annum (the "License Fee") and all of the mutual agreements herein contained from Licensee, does hereby grant unto Licensee a non-exclusive license (the "License") over portions of the Licensor Property (the "License Area") as follows:

- (a) The use of the existing pedestrian walkway across Lots 67 and 68 for pedestrian ingress, egress and access to the Licensee Property from the parking areas licensed to Licensee pursuant to (b), below;
- (b) The use of the driveway from Gordon Avenue into Lots 69 & 70 (20 Gordon Avenue) and the parking areas in the rear of those lots for vehicle ingress and egress and a block of ten (10) parking spaces for use by Licensee, patrons and/or employees of Licensee's business at the Licensee Property; and
- (c) The use of the driveway from Gordon Avenue into Lots 69 & 70 (20 Gordon Avenue) and the parking areas in the rear of those lots for delivery vehicles for vendors and suppliers to Licensee's business at the Licensee Property to permit deliveries to the Licensee Property.

2. The Licensor Property, Licensee Property and License Area are depicted on the site plan attached hereto as Schedule A and made a part hereof.

3. This License shall be for a term of three (3) years, commencing September 1, 2013 and ending on August 31, 2016, and renewable thereafter on a year-to-year basis for a maximum time period of ten years from the date of this agreement, provided Licensee is not in default of any terms hereunder. Notice of renewal shall be provided by Licensee to Licensor in writing not less than sixty (60) days prior to the expiration of the then-current term of this License.

4. Licensee shall pay to Licensor in immediately available funds, \$2,500.00 of the License Fee for the first quarter of the Term of this License upon the execution hereof by all parties. During the remainder of the first year of the License, Licensee shall pay quarterly to the Licensor, in immediately available funds, the remainder of the License Fee for the first year, in the following manner: \$2,500.00 shall be paid on or before December 1, 2013; \$2,500.00 shall be paid on or before March 1, 2014; and \$2,500.00 shall be paid on or before June 1, 2014. The License Fee for the second year shall be paid to Licensor by Licensee, in immediately available funds, as follows: \$5,000.00 shall be paid on or before September 1, 2014, and \$5,000.00 shall be paid on or before March 1, 2015. The entire License Fee for the third year of the License Term shall be paid to Licensor by Licensee in immediately available funds by September 1, 2015. In the event Licensee exercises its options to renew the Term of this License, the payment for each year thereafter of the renewal periods shall be made on or before September 1 of each year. If the Licensee elects to renew the License, the License Fee for the first one year renewal Term will be \$10,500.00 for September 1, 2016 through August 31, 2017, and the License Fee will increase by five (5.00%) per cent each year thereafter.

License Not Exclusive

5. The License Area shall be used by Licensee in common with Licensor, its tenants, licensees, business invitees and employees.

License Subject to Mortgages

6. This License is subject to any mortgages that are now or that in the future become a lien on the Licensor Property. Nothing in this License Agreement shall be deemed to preclude any future mortgages that Licensor, its successors and assigns, may desire to place upon the Licensor Property or require the consent of Licensee, their heirs, successors and assigns, to any such future mortgage.

Terms and Conditions of License

7. This grant of license to Licensee is subject to the following conditions, covenants, and restrictions, to which Licensor and Licensee firmly bind and obligate themselves, their heirs, successors and assigns:

(a) Neither party will obstruct, interfere with or restrict ingress or access to or egress from the Licensor's Property or the Licensee's Property;

(b) Licensee will not assign this License without first obtaining prior written consent of Licensor or its successors and assigns, which consent will not be unreasonably withheld;

(c) Licensee shall maintain and keep the pedestrian walkway and the parking areas clean and in good repair; Licensor shall maintain and plow the driveways and parking areas to remove snow and ice, and will mow the grassy area adjacent to the pedestrian walkway.

(d) Licensee will maintain during the Term of this License and any renewals or extensions public liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for any one person and One Million Dollars (\$1,000,000.00) for any one accident for personal injury, and One Hundred Thousand Dollars (\$100,000.00) for any property damage, and will, in addition, furnish certificates of said insurance to Licensor prior to this License becoming effective and annually thereafter. All Licensors shall be named as additional insured parties on the Licensee's insurance.

Termination of Parking Easement

8. Licensee acknowledges that the Parking Easement expired on November 11, 2012. Licensee agrees to execute a recordable document to terminate the Parking Easement of record.

Breach of Agreement

9. The parties hereto acknowledge that a failure of either party to adhere strictly to the terms and conditions of this License Agreement will constitute a material breach of the License Agreement. A party alleging a breach of this License by the other party shall give that party written notice of any such alleged breach, and the party in default shall thereupon have fifteen (15) calendar days to cure the breach. If the party breaching this License fails to promptly cure any material breach after notice from the other party, the party alleging the breach may pursue its remedies at law or in equity, including, but not limited to, the right of Licensor to terminate this License. If a court of competent jurisdiction determines that Licensee has breached this License and that Licensor is entitled to terminate it, Licensee shall immediately cease its use of the License Area, and Licensor may retain any License Fees it has received up to the date of termination as liquidated damages for any such breach.

Attorneys Fees


10. The parties agree that, in the event of litigation between the parties arising out of this License Agreement subsequent to the date of the signing of this License Agreement, the court shall award reasonable attorney's fees and costs to the party who substantially prevails as to each issue litigated, as shall be determined by the court.


Jurisdiction

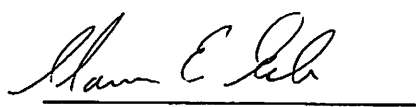
11. This License Agreement shall be construed and enforced under the laws of the State of New Jersey. In the event of any dispute between the parties hereto, the Superior Court of New Jersey, Mercer County Vicinage, shall have exclusive jurisdiction.

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

WITNESSES:







LICENSOR:

HULLFISH REAL ESTATE COMPANY, LLC

By: 

Gary R. Hullfish, Managing Member

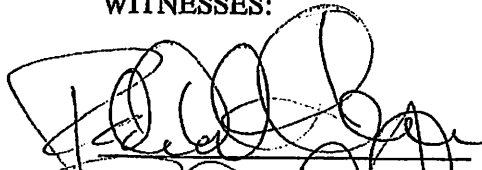


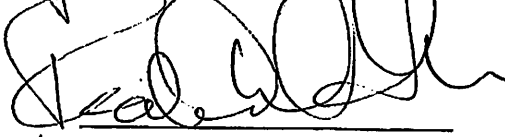
GARY R. HULLFISH



LISA HULLFISH / Elizabeth

WITNESSES:





LICENSEE:

2691 MAIN STREET HOLDINGS, LLC

By: 

Marilyn Besner, Managing Member



MARILYN BESNER