

Solomon Rubin

Attorney-at-Law

Telephone: (718) 974-9303 Facsimile: (718) 360-1311

Solomon.Rubin@outlook.com

Main Office

2077 Center Ave, Suite 6E
Fort Lee, NJ 07024

New York Office

569 East 8th Street
Brooklyn, NY 11218

Satellite Office

212 2nd Street, Suite 405
Lakewood, NJ 08701

New York

New Jersey

District of New Jersey

Southern District of New York

Eastern District of New York

Northern District of New York

Western District of New York

Court of Appeals for the Second Circuit

Court of Appeals for the Third Circuit

February 21, 2019

Via eCourts and UPS Overnight Mail

Hon. James Den Uyl, J.S.C.

Superior Court of New Jersey, Law Division

100 Hooper Avenue

Courtroom #5, First Floor

Toms River, NJ 08753

Re: Schwab, *et. al.*, v. Blay, *et. al.*

Docket No.: OCN-L-2695-18

Dear Judge Den Uyl:

I represent Defendants, Shlomie Klein, and Abraham Sharaby, in (“Defendants”) the above-referenced action. Plaintiffs Yecheskel Schwab and Datamap Intelligence LLC (hereinafter collectively “Plaintiff”), filed a motion to quash a part of the subpoena served on Madison Title Agency LLC “Madison Title”). This motion is returnable before Your Honor on Friday, March 1, 2019. Please accept this letter in lieu of a formal brief in opposition to this motion.

Background

On November 6, 2018, Plaintiff filed a complaint for defamation and related causes of action. The complaint alleges that false accusations were made that Plaintiff, who does business

Hon. James Den Uyl, J.S.C.
February 21, 2019
Page 2

with the Township of Lakewood, has a business relationship with Menashe Miller, a member of the Lakewood Township Committee. Complaint, ¶¶ 23, 25 – 29, 31 – 36, 39 – 43.¹

Defendants contend the statements are substantially true. Truth is an absolute defense to a claim for defamation. G.D. v. Kenny, 411 N.J. Super. 176 (App. Div. 2009) aff'd, 205 N.J. 275 (2011). As such, Defendants subpoenaed Madison Title for information about Plaintiff's business dealings. Rubin Cert., Exhibit A. The subpoena requires Madison Title to produce seven categories documents related to Plaintiff's business dealings, which is obviously relevant to the issue of Plaintiff's business relationship with Menashe Miller.

Plaintiff filed a motion to quash the portions of the subpoena that seeks items 2, 5, and 7, which are as follows.

2. All documents related to any business interests or properties in which Yechezkel Schwab and/or any immediate family member of his has, or previously had, an ownership interest, whether directly or through a legal entity.

5. All documents related to DataMap Intelligence, LLC.

7. All documents related to Diamond Triumph Properties LLC, Pinerock Lakewood LLC, Richatz LLC, North Lake Realty LLC, Land Barron LLC, Diamond Triumph Properties LLC, Pinerock Capital LLC, Pinerock Lakewood LLC, Clifton Rock LLC, North Lake Realty LLC, Land Barron LLC, Lippencott Capital LLC, Andy17 LLC, Janicerock LLC, Rack Holdings LLC, Lennyrock LLC, Ridge Rock Holdings LLC, Janice Rocks LLC, Pine Rock Terra LLC, and/or Chaldt Enterprises LLC.

Rubin Cert., Exhibit A, Page 2.

¹ The Complaint never alleges that the Defendants filing this opposition made a single statement. Plaintiff seeks to have them found liable for defamation for statements made by others. Defendants filed a motion to dismiss, which is currently outstanding. A court ruling on the motion to dismiss may render eliminate Defendants' need for the information. But as long as Plaintiff seeks to hold Defendants liable for statements made by others, they need to address the truthfulness of these statements in discovery.

Hon. James Den Uyl, J.S.C.
February 21, 2019
Page 3

For the reasons stated below, there is no basis for Plaintiff's motion, which should be denied.

In Light of the Broad Discovery Standard, Information About Plaintiff's Business Dealings is Clearly Discoverable

Pursuant to R. 4:10-2(a), parties may obtain discovery regarding any non-privileged matter, which relates to the issues in the case. It is "not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence." *Id.* The "rules of discovery are to be liberally construed and accorded the broadest possible latitude." *Shanley & Fisher, P.C. v. Sisselman*, 215 N.J. Super. 200, 216 (App.Div. 1987). The "liberal construction allows the court to compel a party to produce all relevant, unprivileged information which may lead to the discovery of relevant evidence concerning the respective positions of both plaintiff and defendant." *Id.*, citing, *Huie v. Newcomb Hospital*, 112 N.J. Super. 429, 432 (App. Div. 1970). As such, a subpoena will not be quashed, or the examination limited on the ground of irrelevancy, "unless the irrelevancy is clear." *Appeal of Pa. R. Co.*, 34 N.J. Super. 103, 109 (App. Div. 1955).

Since this case deals with whether there is a business relationship between Plaintiff and Menashe Miller, it is hard to see how Plaintiff can claim that documents related to which entities Plaintiff has an ownership interest in is irrelevant.

Plaintiff cannot argue that since he is alleging defamation regarding a statement about Menashe Miller's ownership of Datamap Intelligence LLC, only Miller's ownership interest in said entity would be relevant, but not a common interest that Miller has with Plaintiff in other business ventures. If Miller and Plaintiff are co-owners of business ventures other than Datamap Intelligence LLC, Defendants would still have the defense of substantial truth. This is because the

Hon. James Den Uyl, J.S.C.
February 21, 2019
Page 4

law of defamation overlooks minor inaccuracies, focusing instead on substantial truth. A court must consider a statement as a whole to determine the impression it will make on a reader. G.D. v. Kenny, 205 N.J. 275 (2011); Masson v. New Yorker Magazine, 501 U.S. 496, 516, 111 S. Ct. 2419, 2433, 115 L.Ed.2d 447, 472 (1991). Minor inaccuracies do not amount to falsity so long as the substance, the gist, the sting, of the libelous charge be justified. Id. If Miller and Plaintiff are co-owners of business ventures other than Datamap Intelligence LLC, the gist of the statement, that Plaintiff has inappropriate business dealings the Township of Lakewood given his business relationship to Miller, would still be true. Plaintiff is aware that his common ownership interest in any business with Miller would be relevant to this case. For this reason, Plaintiff pleads that he has no business dealings regarding any businesses. Complaint, ¶ 26. Plaintiff cannot now argue that his business dealings are not relevant.

Plaintiff makes the specious argument that “Defendants are only now fishing for information with the hope that somehow, some way there will be support for their accusations. They should have done so before publishing defamatory content, not after a lawsuit has been filed.” Plaintiff’s Brief, Page 8. This argument is without basis for two separate reasons.

Firstly, as was previously noted, the complaint never alleges the Defendants filed this response made a single statement. See generally, Complaint. Instead, the complaint seeks to hold them liable for statements made by others based on causes of action for conspiracy and aiding or abetting. Id. It is silly to argue that they should have obtained information to support a claim that they never made.

Moreover, the logic of Plaintiff’s argument would not just be a basis to quash this subpoena, but to eliminate discovery as to the truth of the allegedly defamatory statement. After all, Plaintiff is arguing no one should ever make a statement unless they have sufficient evidence

Hon. James Den Uyl, J.S.C.
February 21, 2019
Page 5

to prove it. This logic fails, because whether something is true, and whether someone has admissible evidence to prove the truth of the statement at trial are separate questions. It is axiomatic that newspaper articles are inadmissible hearsay. Samuel Sheitelman, Inc. v. Hoffman, 106 N.J. Super. 353 (App. Div. 1969). Under Plaintiff's logic, people could never comment about a matter of public concern, for which they have no firsthand knowledge, and be able to defend themselves if sued. After all, when speaking about matters of public concern, essentially everything people know would be deemed inadmissible hearsay.

Finally, even if the Court were to conclude that information as to Plaintiff's ownership interests in business assets were not relevant to the issue of liability, it is still relevant to the issue of damages. Plaintiff claims that as a result of the allegedly defamatory statements, his business reputation was damaged. Complaint, ¶¶ 52, 65, 72. It is impossible to know the harm to Plaintiff's business without knowing the scope of his business interests. As such, what assets Plaintiff owns is plainly relevant to the issue of damages.

Information Related to Assets Owned by Plaintiff's Family Members Is Relevant Because Plaintiff Hides His Ownership Interest in Assets by Keeping Them in the Name of His Family Members

Plaintiff separately objects to the extent that the subpoena seeks documents related to ownership by his immediate family members. However, that is relevant because as is outlined in the certification of Solomon Rubin dated February 21, 2019, being filed simultaneously herewith, Plaintiff hides his ownership interest in assets by having family members hold them as nominee.

An example of this would be the entity in which Plaintiff has an ownership called Flowing White Milk LLC ("FWM"). Defendants' motion to quash the subpoena served on Abraham Schubert explained how, when FWM applied for subdivision of a property that was legally required to be transferred to the Township of Lakewood, Menashe Miller, who has a fiduciary duty

Hon. James Den Uyl, J.S.C.
February 21, 2019
Page 6

to act in the interest of the Township, sought to have the Township walk away from its claim, and allow FWM retain this property, worth between from \$300,000 to \$400,000 for nothing. Defendants' Brief dated December 21, 2018, Page 20, et. seq. This is although Miller's fiduciary duty is to the Township. It was only because concerned Lakewood residents made a fuss that the Township changed course. As such, FWM filed the action Flowing White Milk LLC v. Lakewood, OCN-1040-17. In that action, on January 24, 2018, the Hon. James Den Uyl, J.S.C. granted summary judgment to the Township. Miller's eagerness to take a position adverse to the Township, to benefit the interest of an entity in which Plaintiff has an interest, is obviously very relevant to this action.

Plaintiff now claims to have nothing to do with FWM.² Plaintiff's Brief dated January 11, 2019, Pages 1, 5. As Defendants explain, with overwhelming documentary evidence, clearly Plaintiff has a substantial interest in FWM, which is being concealed by the entity being held in the name of his cousin, Yitzchok Schwab, and Yitzchok Schwab's wife, Rachel Bauman.³ Rubin Cert., ¶¶ 8-16.

Given that what assets are owned by Plaintiff is relevant, and the fact that relatives of Plaintiff hold Plaintiff's assets in their name, plainly documents related to assets held by Plaintiff's relatives is relevant.

² Tellingly, Plaintiff's assertion is only made in a legal brief, but not in Plaintiff's certification that was filed with the motion. See generally, Schwab Cert., dated January 11, 2019. Statements made in a legal brief are not evidentiary and should not be considered by the Court. R. 1:6-6.

³ Defendants' motion to quash the subpoena served on Abraham Schubert inadvertently identified Rachel Bauman as Plaintiff's wife, rather than the wife of Plaintiff's cousin, Yitzchok Schwab. This confusion was caused in part because Ms. Bauman gave as her address on various filings related to FWM as being 22 Carasaljo Drive, Lakewood, NJ. Rubin Cert., ¶ 10. This is a single-family residence, that Plaintiff acknowledges is his address. Complaint, ¶ 4.

Hon. James Den Uyl, J.S.C.
February 21, 2019
Page 7

Conclusion

Plaintiff, who claims to have no business dealings with Menashe Miller, should not be able to prevent Defendants from obtaining information to prove otherwise. Plaintiff claims the subpoena is overbroad and thus burdensome. However, it is Madison Title Agency that would bear any burden, and it has not objected to the subpoena. As such, for the reasons stated above, Plaintiff's motion should be denied.

I thank Your Honor for your attention to this matter.

Respectfully submitted,



Solomon Rubin

cc: Willard C. Shih, Esq. (Via eCourts and wshih@wilentz.com)
Bruce S. Rosen, Esq. (Via eCourts and BRosen@marc.law)
Todd C. Landis, Esq. (Via eCourts and tlandis@hkmpp.com)
Ira Karas, Esq. (Via IKaras@madisoncres.com)

Solomon Rubin, Attorney ID 022162003
2077 Center Ave, Suite 6E
Fort Lee, NJ 07024
Tel: (718) 974-9303
Attorney for Defendants, Shlomie Klein and Abraham Sharaby

YECHESKEL SCHWAB and DATAMAP	:	SUPERIOR COURT OF NEW JERSEY
INTELLIGENCE LLC,	:	LAW DIVISION: OCEAN COUNTY
	:	
Plaintiffs,	:	Docket No.: OCN-L-2695-18
	:	
vs.	:	Civil Action
	:	
JOYCE BLAY, HERSEL HERSKOWITZ a/k/a	:	
HAROLD HERSKOWITZ, SHLOMIE KLEIN a/k/a	:	
SHLOMO KLEIN, ABRAHAM SHARABY, JOHN	:	<u>CERTIFICATION OF SOLOMON RUBIN IN</u>
DOES 1-10, ABC CORPS A-J,	:	<u>OPPOSITION TO MOTION TO QUASH</u>
	:	<u>SUBPOENA SERVED ON MADISON TITLE</u>
Defendants.	:	<u>AGENCY</u>
	:	

I, Solomon Rubin, certify as follows,

1. I am the attorney for Defendants Shlomie Klein and Abraham Sharaby.
2. I make this certification in opposition to the motion of Plaintiffs Yecheskel Schwab and Datamap Intelligence LLC (hereinafter collectively "Plaintiff"), to partially quash the subpoena served on Madison Title Agency LLC. A copy of the subpoena at issue is attached as Exhibit A.
3. What assets are owned by Plaintiff is at issue in this action. As will be explained below, Plaintiff's cousin, Yitzchok Schwab, and Yitzchok Schwab's wife, Rachel Bauman, hold his assets in Plaintiff's name.¹

¹ Defendants' motion to quash the subpoena served on Abraham Schubert inadvertently identified Rachel Bauman as Plaintiff's wife, rather than the wife of Plaintiff's cousin, Yitzchok Schwab. As will be explained below, Ms. Bauman gave as her address on various filings at 22 Carasaljo Drive, Lakewood, NJ. Infra, ¶ 10. This is a single-family residence, that Plaintiff acknowledges is his address. Complaint, ¶ 4.

4. To ascertain who is who from the attached documents, it is helpful to keep track of Plaintiff's and his cousin's various names.

5. Attached as Exhibit B is a copy of a search of Plaintiff in the Lakewood Directory.² (Last accessed on February 20, 2019). Available at <https://lakewooddirectory.com/white/blog/2019/01/08/schwab-chatz-leahle/>. Plaintiff is identified as Chatz, which is the diminutive name of Plaintiff's full Hebrew name, Yecheskel. His wife is Leah Schwab. Their address is indicated to be 22 Carasaljo Drive, Lakewood, NJ as stated in the Complaint, ¶ 4.

6. Attached as Exhibit C is a copy of a search on the Lakewood Directory of Plaintiff's cousin, Yitzchok Schwab, in the Lakewood phone directory. (Last accessed on February 20, 2019). <https://lakewooddirectory.com/white/blog/2019/01/08/schwab-yitzi-rochel/>. He is identified as Yitzi, which is the diminutive name of his full Hebrew name Yitzchok. His wife is identified as Rochel, which is the phonetic spelling of the Hebrew pronunciation for the name Rachel. Their address is identified as 732 South Lake Drive, Lakewood, NJ.

7. Yitzchok Schwab's wife, who is identified in Exhibit C as Rochel Schwab, has the legal name Rachel Bauman. Attached as Exhibit D is a copy of a mortgage on 732 South Lake Drive, Lakewood, NJ, which identifies her by that name.

Plaintiff Falsely Claims in His Motion to Quash the Subpoena to Have Nothing to Do With Flowing White Milk LLC, Although He Has an Ownership Interest, Which is Concealing

8. When Flowing White Milk ("FWM") applied for subdivision approval, (for land that was required to be deeded to the Township of Lakewood), it identified Rachel Bauman as the sole member of FWM. Attached as Exhibit E is a copy of documents submitted to the Township, which were received in response to an OPRA request. On a form requiring FWM to

² The Lakewood Directory is a phone directory of the orthodox Jewish community in Lakewood, NJ and the surrounding area. It is widely used by the community and regarded as reliable.

identify anyone with an ownership interest of at least 10%, Ms. Bauman only identified herself. Id., Page 26.

9. When FWM filed the action Flowing White Milk LLC v. Lakewood, OCN-1040-17, Rachel Bauman was identified in the verified complaint as its managing member. Exhibit F, Page 24.

10. However, although Plaintiff claims to have nothing to do with FWM, when applying for subdivision approval, Ms. Bauman said its address was 22 Carasaljo Drive, Lakewood, NJ. Id., Pages 13, 17. This is Plaintiff's residential address. Exhibit B.

11. Moreover, between August 14, 2017 and August 14, 2018, the address for the registered agent for FWM was also 22 Carasaljo Drive, Lakewood, NJ. A copy of its filing with Department of Treasury are attached as Exhibit G.

12. In addition, annexed to the certification filed by Ms. Bauman in the action Flowing White Milk LLC v. Lakewood, OCN-1040-17, is an exhibit that shows expenditures that were made by FWM, purportedly under the assumption that it owned the property. Exhibit F, Page 27. It indicates that expenditures were paid by someone Chatz. Id. As was previously noted, Chatz is Plaintiff's diminutive name. Supra, ¶ 5; Exhibit B.

13. Moreover, the Bauman certification identifies the other expenditures as being made by Pinerock. Exhibit F, Page 27. Plaintiff owns numerous entities whose name starts with Pinerock, including Pinerock Capital EOM LLC, Pinerock Development LLC, Pinerock Lakewood LLC, and Pinerock Terra LLC. A copy of their certificates of formation are attached as Exhibit H.

14. As such, Plaintiff's claim that FWM has nothing to do with him is clearly false.

15. Any doubt that there is a conscious effort to conceal the true ownership of FWM can be dispelled by viewing its corporate status report, which is attached as Exhibit I. The

corporate status report indicates that the principal of the entity is "Flowing White Milk LLC." Id.
An entity cannot own itself.

16. Clearly FWM is seeking to conceal its true ownership. This is because as was previously noted, Plaintiff has an ownership interest in the entity. However, he seeks to conceal that interest because of the scrutiny that would arise from Menashe Miller, with whom he is associated, having tried so hard to ensure that it would obtain ownership of Lakewood Township's property for free.

Flowing White Milk Is Not the Only Instance Where Plaintiff Conceals Ownership Interest, By Having His Property in the Name of His Cousins

17. A brief search on the Ocean County Clerk's website reveals an additional example of Plaintiff hiding assets in the name of his cousins, Yitzchok Schwab and Rachel Bauman.

18. This would be the property on the Lakewood Township Tax Map identified as Block 569, Lots 7 and 9.

19. A tax lien on the property was purchased in the name of Milestone Investment Partners LLC, which then commenced the foreclosure action, captioned, Milestone Investment Partners LLC v. Edith Barbara Kontner, et. al., F-47921-13.

20. A status report for Milestone Investment Partners LLC, which is attached as Exhibit J, indicates that its principal is Yitzchok Schwab.

21. A judgment of foreclosure was entered on September 29, 2016, vesting title to the property in Milestone Investment Partners. A copy of the judgment is attached as Exhibit K.

22. On November 11, 2016, a deed was executed transferring the property from Milestone Investment Partners LLC to Lippencott Capital LLC for one dollar. A copy of the

deed is attached as Exhibit L. It was signed by Rachel Bauman as managing member of Milestone Investment Partners LLC. Id.

23. Plaintiff is the principal of Lippencott Capital LLC, as indicated in the status report for Lippencott Capital LLC, which is attached as Exhibit M.

24. Milestone Investment Partners LLC, a for profit entity, presumably does not give away its property for free.

25. This leads to the conclusion that Plaintiff indirectly was the true owner of the property all along, and Milestone Investment Partners LLC, which was the nominal owner, was merely acting as a front for Plaintiff.

Plaintiff Made No Effort to Resolve the Issue of His Objection to the Subpoena Prior to Filing His Motion

26. Plaintiff's motion to quash was filed on January 11, 2019. Plaintiff made no effort to see if the motion could be resolved by narrowing the scope of the subpoena or agreeing to a confidentiality agreement. Prior to filing the motion, the only notice that I received about the motion was in an email Plaintiff's counsel sent on January 10, 2019. A copy of that email is attached as Exhibit N. In that email, he did not address what was the basis of his objection, but merely indicated he intended to file a motion. Id. As such, he was inquiring about whether I would agree on a briefing schedule. Id.

I certify that the forgoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Solomon Rubin

Dated: February 21, 2019

Solomon Rubin, Attorney ID 022162003
2077 Center Ave, Suite 6E
Fort Lee, NJ 07024
Tel: (718) 974-9303
Attorney for Defendants, Hershel Herskowitz, Shlomie Klein, and Abraham Sharaby

YECHESKEL SCHWAB and DATAMAP	:	SUPERIOR COURT OF NEW JERSEY
INTELLIGENCE LLC,	:	LAW DIVISION: OCEAN COUNTY
	:	
Plaintiffs,	:	Docket No.: OCN-L-2695-18
	:	
vs.	:	Civil Action
	:	
JOYCE BLAY, HERSEL HERSKOWITZ a/k/a	:	
HAROLD HERSKOWITZ, SHLOMIE KLEIN a/k/a	:	
SHLOMO KLEIN, ABRAHAM SHARABY, JOHN	:	<u>SUBPOENA DUCES TECUM</u>
DOES 1-10, ABC CORPS A-J,	:	
	:	
Defendants.	:	

State of New Jersey to: Madison Title Agency LLC
1125 Ocean Ave
Lakewood, NJ 08701

YOU ARE HEREBY COMMANDED to produce a representative to appear so that Defendants, Hershel Herskowitz, Shlomie Klein, and Abraham Sharaby, may take a deposition by oral examination about the subject matter of this above-captioned action. This deposition will commence on Monday, January 14, 2019, at 10:00 a.m., and will continue from day to day until completed, at 212 2nd Street, Suite 405, Lakewood, NJ 08701, and will be taken before a person authorized by the laws of the State of New Jersey to administer oaths. The deposition will be recorded by stenographic means and by an audiovisual recording.

PLEASE TAKE FURTHER NOTICE that you are hereby commanded to bring with you for inspection and copying the following documents and tangible things.

1. All documents related Kenneth Garzo.
2. All documents related to any business interests or properties in which Yecheskel Schwab and/or any immediate family member of his has, or previously had, an ownership interest, whether directly or through a legal entity.
3. All documents related to any business interests or properties in which Menashe Miller and/or any immediate family member of his has, or previously had, an ownership interest, whether directly or through a legal entity.

Exhibit A

4. All documents related to any business interests or properties in which Kenneth Garzo and/or any immediate family member of his has, or previously had, an ownership interest, whether directly or through a legal entity.

5. All documents related to DataMap Intelligence, LLC.

6. All documents related to Flowing White Milk LLC.

7. All documents related to Diamond Triumph Properties LLC, Pinerock Lakewood LLC, Richatz LLC, North Lake Realty LLC, Land Barron LLC, Diamond Triumph Properties LLC, Pinerock Capital LLC, Pinerock Lakewood LLC, Clifton Rock LLC, North Lake Realty LLC, Land Barron LLC, Lippencott Capital LLC, Andy17 LLC, Janicerock LLC, Rack Holdings LLC, Lennyrock LLC, Ridge Rock Holdings LLC, Janice Rocks LLC, Pine Rock Terra LLC, and/or Chaldt Enterprises LLC.

In lieu of personally appearing, you may mail copies of the aforementioned documents directly to Defendants' counsel at the address listed above the caption. Do not mail the subpoenaed material until the date specified in the Subpoena. If you are notified that a Motion to Quash the Subpoena has been filed, do not produce the material until ordered to do so by the Court or the consent of all parties has been obtained.

Failure to appear or comply with the command of this Subpoena will subject you to the penalties provided by law.



Solomon Rubin
Attorney for Defendants,
Harold Herskowitz, Shlomie Klein,
and Abraham Sharaby

/s/ *Jennifer M. Perez*

Dated: December 24, 2018



≡ Primary



SCHWAB Chatz & Leah'le

Schwab Chatz Leah'le

22 Carasaljo Drive
Lakewood NJ 08701

732-730-9198

Copyright White Pages © 2019. All Rights Reserved

Exhibit B



☰ Primary



SCHWAB Yitzi & Rochel


Schwab Yitzi Rochel


732 South Lake Drive
Lakewood NJ 08701

732-367-2560

Copyright White Pages © 2019. All Rights Reserved

Exhibit C

 Ocean County Document Summary Sheet		INSTR # 2016085930 OR BK 16489 PG 1963 RECORDED 08/25/2016 11:59:18 AM SCOTT M. COLABELLA, COUNTY CLERK OCEAN COUNTY, NEW JERSEY RECORDING FEES 122.00 (*INCLUDES \$2 E-RECORD CONVENIENCE FEE) Official Use Only	
OCEAN COUNTY CLERK PO BOX 2191 COURTHOUSE TOMS RIVER NJ 08754			
Transaction Identification Number		2785136	2114928
Submission Date(mm/dd/yyyy)	08/25/2016	Return Address (for recorded documents)	
No. of Pages (excluding Summary Sheet)	10	MADISON TITLE AGENCY, LLC	
Recording Fee (excluding transfer tax) <i>(Convenience Charge of \$2.00 included)</i>	\$122.00	1125 OCEAN AVENUE	
Realty Transfer Tax	\$0.00	LAKEWOOD, NJ 08701	
Total Amount	\$122.00		
Document Type	MORTGAGE		
Municipal Codes			
LAKEWOOD TOWNSHIP 15			
Batch Type L2 - LEVEL 2 (WITH IMAGES)			
Bar Code(s)			
 30 31 57			
Additional Information (Official Use Only)			
* DO NOT REMOVE THIS PAGE. COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF OCEAN COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.			

 Ocean County Document Summary Sheet						
MORTGAGE	Type	MORTGAGE				
	Consideration	\$625,000.00				
	Submitted By	SIMPLIFILE, LLC. (SIMPLIFILE)				
	Document Date	08/19/2016				
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	MORTGAGOR	Name			Address	
		YITZCHOK SCHWAB				
		RACHEL A. BAUMAN				
	MORTGAGEE	Name			Address	
		THE FEDERAL SAVINGS BANK				
Parcel Info						
Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality	
RESIDENTIAL PROPERTY (1 - 4 FAMILY)	15	12.06	9		15	
<p align="center"> <i>* DO NOT REMOVE THIS PAGE. COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF OCEAN COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.</i> </p>						

When recorded, return to:
The Federal Savings Bank
Attn: Final Document Department
300 North Elizabeth Street, Suite 3E
Chicago, IL 60607

This document was prepared by:
The Federal Savings Bank
7900 College Boulevard
Overland Park, KS 66210

Space Above This Line For Recording Data

LOAN #: 4416230793

MORTGAGE COVER PAGE

This Cover Page **MUST** be attached with your recordable document

Document Being Recorded: Mortgage
Date of Document: August 19, 2016
Grantor/Borrower Name(s):
YITZCHOK SCHWAB AND RACHEL A BAUMAN, HUSBAND AND WIFE

Grantor/Borrower Address:
732 South Lake Drive, Lakewood, NJ 08701

Grantee/Lender Name:
The Federal Savings Bank

Grantee/Lender Address:
300 North Elizabeth Street, Suite 3E
Chicago, IL 60607

Consideration: \$625,000.00

Legal Description:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A"
APN #: Lot 9 Block 12.06

Recording Requested By:
The Federal Savings Bank

Ellie Mae, Inc.



NJCOVER 0314
NJCOVER (CLS)

When recorded, return to:
The Federal Savings Bank
Attn: Final Document Department
300 North Elizabeth Street, Suite 3E
Chicago, IL 60607

This document was prepared by:
The Federal Savings Bank
7900 College Boulevard
Overland Park, KS 66210

Title Order No.: MTANJ-113269
Escrow No.: MTANJ-113269
LOAN #: 4416230793

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 1010129-0000186906-7
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 19, 2016, together with all Riders to this document.

(B) "Borrower" is YITZCHOK SCHWAB AND RACHEL A BAUMAN, HUSBAND AND WIFE.

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is The Federal Savings Bank.

Lender is a Federal Savings Bank,
Kansas,
Suite 3E, Chicago, IL 60607

organized and existing under the laws of
Lender's address is 300 North Elizabeth Street,

(E) "Note" means the promissory note signed by Borrower and dated August 19, 2016. The Note states that Borrower owes Lender SIX HUNDRED TWENTY FIVE THOUSAND AND NO/100* * * * * Dollars (U.S. \$625,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2046.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |
| <input type="checkbox"/> V.A. Rider | | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

NEW JERSEY--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3031 1/01
Ellie Mae, Inc. Page 1 of 8

Initials: 
NJEDBE 0515
NJEDBE (CLS)



Old Republic National Title Insurance Company

Commitment Number: MTANJ-113269

**TITLE INSURANCE COMMITMENT
SCHEDULE A
LEGAL DESCRIPTION**

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Lakewood, County of Ocean, State of New Jersey.

BEGINNING at a point in the southerly sideline of South Lake Drive, said point being in the beginning corner of lands described in a deed of conveyance from Anne Nagy to Noreen A. Nagy and Carole J. Nagy, as recorded in Book 4814, at Page 897 in the Ocean County Clerk's Office, said point also being in the northeasterly corner of Lot 9 in Block 12.06 on the Township of Lakewood, Ocean County Tax Map, and from thence runs

1. Leaving the said sideline of South Lake Drive, South 54 degrees 24 minutes 30 seconds West 178.71 feet to a point; thence
2. South 48 degrees 39 minutes East 76.99 feet to a point; thence
3. North 54 degrees 24 minutes 30 seconds East 161.73 feet to a point in the aforementioned sideline of South Lake Drive; thence
4. Along said sideline, North 35 degrees 35 minutes 30 seconds West 47.38 feet to a point of curve therein; thence
5. Still along said sideline, along a curve to the left, having a radius of 925.37 feet, an arc length of 27.64 feet to the place of BEGINNING.

NOTE: Being Lot(s) 9, Block 12.06, Tax Map of the Township of Lakewood, County of Ocean.

NOTE: Lot and Block shown for informational purposes only.

**Madison Title Agency, LLC
1125 Ocean Avenue, Lakewood, NJ 08701
Telephone: 732-905-9400 Fax: 732-905-9420**

ALTA Commitment Form-2006 Schedule A
(Created 08/19/2016 01:21PM)

113269

LOAN #: 4416230793

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
 (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
 (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
 (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
 (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For these purposes, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the County [Type of Recording Jurisdiction] of Ocean

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
 APN #: Lot 9 Block 12.06

which currently has the address of 732 South Lake Drive, Lakewood,

New Jersey 08701

[Zip Code]

("Property Address"):

[Street] [City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. If Lender accepts such payments, it shall apply such payments at the time such payments are accepted. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

NEW JERSEY--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3031 1/01
 Ellie Mae, Inc.

Page 2 of 8

Initials:

NJEDED 0515
 NJEDED (CLS)



LOAN #: 4416230793

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.


4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

NEW JERSEY-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3031 1/01
Elie Mae, Inc. Page 3 of 8

Initials: 
NJDEED 0515
NJDEED (CLS)



LOAN #: 4416230793

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

NEW JERSEY—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3031 1/01
Elite Mae, Inc.

Page 4 of 8

Initials:

UJ
NUEEED 0515
NUEEED (CLS)



LOAN #: 4416230793

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

NEW JERSEY—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3031 1/01
Ellie Mae, Inc.

Page 5 of 8

Initials:

NEWJED 0515
NEWJED (CLS)

LOAN #: 4416230793

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay

NEW JERSEY—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3031 1/01
Elite Mae, Inc.

Page 6 of 8

Initials:

NJELBEO-0515
NJELBEO (CLS)



LOAN #: 4416230793

all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.


Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property; (e) the Borrower's right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and (f) any other disclosure required under the Fair Foreclosure Act, codified at §§ 2A:50-53 et seq. of the New Jersey Statutes, or other Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.

NEW JERSEY—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3031 1/01
Elle Mae, Inc. Page 7 of 8

Initials: 
NOTED 0515
NOTED (CLS)





LOAN #: 4416230793

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.



YITZCHOK SCHWAB
8/9/16 (Seal)
DATE


RACHEL A BAUMAN
8/9/16 (Seal)
DATE

State of NEW JERSEY
County of OCEAN, ss

On AUGUST 19, 2016, before me, Sarah Shayovich, Notary Public in and for said county, personally appeared YITZCHOK SCHWAB AND RACHEL A BAUMAN and stated to my satisfaction, that this person (or if more than one, each person) a) was the maker of the within instrument and, b) executed this instrument as his or her own act.


SARAH SHAYOVICH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/5/2020


Notary's signature
8/9/16
DATE

My commission expires 8/5/2020

Lender: The Federal Savings Bank
NMLS ID: 411500
Loan Originator: Mordechai D. Husarsky
NMLS ID: 19755

NEW JERSEY—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3031 1/01
Elle Mae, Inc. Page 8 of 8

Initials: 
NOTED 0515
NJED:AD (CLS)





Professional Excellence Since 1901

SENIOR PRINCIPALS

Edward Vernick, PE, CME, President
 Craig F. Remington, PLS, PP, Vice President
 Michael D. Vena, PE, PR CME (deceased 2006)
 Edward J. Walberg, PE, PP CME, CFM
 Thomas F. Beach, PE, CME
 Richard G. Arango, PE, CME

PRINCIPALS

Kim Wandell Bibbs, PE, CME
 Marc DeBlasio, PE, PP, CME, CPWM, CEF
 Alan Dittenhofer, PE, PP CME
 Leonard A. Faiola, PE, PP CME
 Christopher J. Fazio, PE, CME
 Terence Vogt, PE, PP CME
 Dennis K. Yoder, PE, PP CME

SENIOR ASSOCIATES

Charles E. Adamson, PLS, AET
 John J. Cantwell, PE, PP CME
 Richard B. Czekanski, PE, CME, BSCE
 Annina Hogan, PE, RA, CME, CPWM, LEED-AP
 Kenneth C. Ressler, PE, CME
 Frank J. Seney, Jr., PE, PP CME, NEIS
 Gregory J. Sullivan, PE, PP CME, CEA

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers
 232 Kings Highway East
 Haddonfield, NJ 08033
 ☐ (856) 795-9595

**Remington, Vernick
& Vena Engineers**
 9 Allen Street
 Toms River, NJ 08753
 ☐ (732) 286-9220

3 Jicama Boulevard, Suite 300-400
 Old Bridge, NJ 08857
 ☐ (732) 955-8000

**Remington, Vernick
& Walberg Engineers**
 645 North Main Street
 Pleasantville, NJ 08232
 ☐ (609) 645-7110

4907 New Jersey Avenue
 Wildwood City, NJ 08260
 ☐ (609) 522-5150

Mellord Plaza I, Suite 400
 16701 Mellord Boulevard
 Bowie, MD 20715
 ☐ (240) 544-5382

**Remington, Vernick
& Beach Engineers**
 922 Fayette Street
 Conshohocken, PA 19428
 ☐ (610) 940-1050

1000 Church Hill Road, Suite 220
 Pittsburgh, PA 15205
 ☐ (412) 263-2200

Univ. Office Plaza, Bellevue Building
 262 Chapman Road, Suite 105
 Newark, DE 19702
 ☐ (302) 266-0212

**Remington, Vernick
& Arango Engineers**
 The Presidential Center, Lincoln Building
 Suite 600, 101 Route 130,
 Cinnaminson, NJ 08077
 ☐ (856) 303-1245

300 Penhorn Avenue, 3rd Floor
 Secaucus, NJ 07094
 ☐ (201) 624-2137

September 8, 2016

Ally Morris
 Planning Board Administrator
 Lakewood Township Planning Board
 231 Third Street
 Lakewood, New Jersey 08701

**Re: Flowing White Milk LLC - Revised Submission
 Minor Subdivision
 Block 190, Lot 58.13; Shemen Street
 R-15 (Single-Family Residential Zone)
 RVV File #1515-P-874
 Application # SD-2149**

Dear Planning Board Members:

We have reviewed a revised submission for the above referenced application, consisting of the following items:

Patterson Surveying & Engineering, LLC

Sheet	Title	Date/Last Revised
1 of 1	Boundary & Partial Topographic Survey (Daniel J. Patterson, P.E. & P.L.S.)	04-12-16
1 of 1	Minor Subdivision (Daniel J. Patterson, P.E. & P.L.S.)	04-20-16/08-16-16

- Copy of Filed Map J3220.
- One (1) set of plans consisting of fourteen (14) sheets entitled "Preliminary and Final Major Subdivision, Lots 58, 59, 60, 61, 146, 147, 148, & 149, Block 190", prepared by Brian S. Flannery, P.E. & P.L.S., of Flannery, Webb, & Hansen, P.A., revised through 10/09/02.
- Copy of Lakewood Township Board of Adjustment Resolution, Appeal No. 3322, dated March 4, 2002.
- Copy of Lakewood Fire Commissioners approval, dated 8/9/16.
- Lakewood Township Planning Board Application.
- Point by point response letter, prepared by Nexgen Land Development, signed by Batya Abadi, dated August 23, 2016.

Exhibit E

Lakewood Township Planning Board
Re: # SD-2149
September 8, 2016
Page 2

Project Description

The applicant is seeking an approval to subdivide an existing open space property into two (2) proposed lots. The site, consisting of existing Lot 58.13 in Block 190 would be subdivided into proposed Lots 58.26 and 58.27 as designated on the subdivision plan.

Existing Lot 58.13 in Block 190 was created by the filing of the Map associated with Lakewood Township Board of Adjustment Appeal #3322. According to the Resolution of Approval, the subdivision was permitted a reduction in lot areas and lot widths in exchange of an open space dedication for recreational purposes made accessible to the Public. The applicant agreed to dedicate to Lakewood Township as open space the lot containing the detention basin and adjacent wetland areas. The Board of Adjustment found that the applicant was dedicating more land to the Township for open space than required by the Ordinance.

The existing tract contains about 6.75 acres and is located in the northeastern section of the Township at the end of the Shemen Street cul-de-sac. The cul-de-sac is fairly new and was constructed with a fifty foot (50') right-of-way radius. The existing pavement is in good condition. The street was constructed with granite block curb and concrete sidewalk. There is existing street lighting and the electric is underground. Existing utilities within the cul-de-sac include sewer, water, and drainage.

This open space site has a detention basin adjacent the northeast portion of the cul-de-sac bulb. The detention basin is enclosed with superior rail fencing. Northward, beyond the detention basin the site is wooded and contains freshwater wetlands. The part of the open space lot adjacent the southeast portion of the cul-de-sac bulb is also wooded. This southeast area of the site is proposed for future residential development by new Lot 58.26. Proposed Lot 58.26 would contain about 17,727 square feet. The remainder of the open space would become proposed Lot 58.27 and consist of approximately 6.34 acres. In general, the land basically slopes from south to north. Individual trees on the site have not been located on the survey.

The subject site is located within the R-15 Residential Zone District. Therefore, single-family housing is a permitted use in the zone district. The site is situated within a predominantly residential area.

We have the following comments and recommendations per testimony provided at the 8/2/16 Planning Board Plan Review Meeting and comments from our initial review letter dated July 28, 2016:

I. Zoning

1. The site is situated within the R-15, Single-Family Residential Zone District. As stated previously, single-family housing is permitted in the Zone. ***However, since the original subdivision was created by the Lakewood Township Board of Adjustment Approval of a Special Permit (lot area and width reductions in exchange for open space), the applicant's professionals shall provide testimony confirming this application is before the correct Board.***

Lakewood Township Planning Board
Re: # SD-2149
September 8, 2016
Page 3

2. No variances are being requested for this proposed subdivision application. ***The revised plan erroneously shows a lot width variance required for proposed Lot 58.26.***
3. An Improvement Plan has not been provided. It is not clear whether a design waiver is required from the planting of street trees on proposed Lot 58.26. ***The applicant's professionals indicate the testimony is to be provided.***
4. The applicant must address the positive and negative criteria in support of any required variances. ***At the discretion of the Planning Board, supporting documents will be required at the time of Public Hearing, including but not limited to aeriels and/or tax maps of the project area and surroundings to identify the existing character of the land.***

II. Review Comments

1. ***Based on our review, we question whether the applicants and owners are correctly shown on the application and plan. The Filed Map J3220 indicates the Township of Lakewood as the owner of existing Lot 58.13 in Block 190. The applicant's professionals indicate that testimony is to be provided.***
2. ***Our site investigation and review of the previous subdivision plans indicate an existing gate and access road would be located on proposed Lot 58.26. Apparently, the access is being used by the Lakewood Township Municipal Utilities Authority to reach a sanitary sewer easement located immediately to the north of the detention basin. This same access road may also be used by the Township to access the detention basin. Furthermore, it appears the existing driveway apron for this access road would conflict with any possible future off-street parking scheme. The applicant's professionals indicate that testimony is to be provided.***
3. Our review of the previous subdivision plans indicate that a water main may have been constructed beneath proposed Lot 58.26. We recommend the project be submitted to the Lakewood Township Municipal Utilities Authority for confirmation. ***The applicant's professionals shall testify on the status of a submission to the Lakewood Township Municipal Utilities Authority.***
4. The Minor Subdivision plan proposes a new apron for access to the detention basin. At a minimum, an access gate shall also be proposed. The project must be submitted to the Department of Public Works for review and approval. ***The applicant's professionals shall testify on the status of a submission to the Department of Public Works.***
5. The Partial Topographic Survey provided shows more than enough information for review. There is no need to provide topography north of the wetlands buffer line. ***Statements of fact.***

Lakewood Township Planning Board
Re: # SD-2149
September 8, 2016
Page 4

6. It appears the Surveyor's Certification has been signed in error as the Survey indicates that property corners are to be set after construction. ***The Surveyor's Certification has not been signed on the revised plan since the property corners are not in place.***
7. The proposed lots appear to be conforming. However, the proposed lot widths are incorrect. The proposed lot widths shall be measured between side lines at the front setback line. ***The proposed lot widths shall be corrected for resolution compliance submission should approval be granted.***
8. Off-street parking has not been addressed. Proposed off-street parking must be addressed for new Lot 58.26. ***Testimony shall be provided on proposed off-street parking.***
9. The Minor Subdivision Map indicates the proposed lot numbers have been approved by the Tax Assessor. The Minor Subdivision Map shall be signed by the Lakewood Tax Assessor. ***Statements of fact.***
10. The Survey and Minor Subdivision show existing wood fencing encroaching onto proposed Lot 58.26. The Minor Subdivision shows the existing encroaching fence to be removed. ***Statements of fact.***
11. A portion of an existing storm drainage easement would continue to be located on proposed Lot 58.26. The proposed easement information and area shall be completed on new Lot 58.26. ***The proposed onsite dimension of the easement line shall be revised and an area provided with resolution compliance submission should approval be granted.***
12. There is an existing six foot (6') wide shade tree, sidewalk, and utility easement shown. This existing easement must be broken down into proposed easements for new Lots 58.26 and 58.27 on an individual property basis. ***A proposed easement dimension is required along the common line between existing Lot 58.14 and proposed Lot 58.26. Proposed easement areas shall be provided for new Lots 58.26 and 58.27. The above information shall be provided with resolution compliance submission should approval be granted.***
13. A proposed fifteen foot (15') setback line shall be corrected to a twenty foot (20') rear setback line on the southeast side of proposed Lot 58.26. ***In addition, the proposed side setback line location on the northeast side of new Lot 58.26 shall be moved to a fifteen foot (15') offset. Corrections shall be provided with resolution compliance submission should approval be granted.***
14. Coordinates must be added to at least three (3) outbound corners. ***Coordinates for a third outbound corner shall be provided with resolution compliance submission should approval be granted.***
15. Compliance with the Map Filing Law is required. ***Statement of fact.***

Lakewood Township Planning Board
Re: # SD-2149
September 8, 2016
Page 5

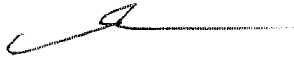
III. Regulatory Agency Approvals

Outside agency approvals for this project may include, but are not limited to the following:

- a. Township Tree Ordinance;
- b. Lakewood Township Department of Public Works;
- c. Lakewood Township Municipal Utilities Authority;
- d. Ocean County Planning Board;
- e. Ocean County Soil Conservation District; and
- f. All other required outside agency approvals.

Please call Dave Magno, P.E., of our Old Bridge office at (732) 955-8000 if you have any questions or comments.

Sincerely,
REMINGTON, VERNICK & VENA ENGINEERS



Terence M. Vogt, PE, PP, CME
Principal, Regional Manager

TMV/DRM/ef

cc: John Jackson, Esq. (Via Facsimile: 732/ 477-1304)
Flowing White Milk LLC (Via Facsimile: 732/ 901-6028)
Anthony Velasquez, Esq. (Via Facsimile: 609/ 450-7020)
Daniel Patterson, P.E. & P.L.S., 4 Utah Trail, Medford, NJ 08055

Lakewood Fire District No. 1

(732)364-5151

Fax (732)364-4878

316 River Ave Lakewood NJ 08701

TO: LAKEWOOD PLANNING BOARD

DATE: 8/9/16

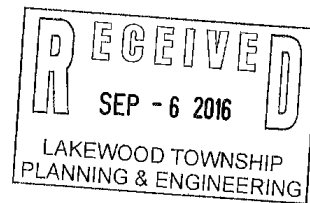
FROM: LAKEWOOD FIRE COMMISSIONERS

Reference # SD 2149

SUBJECT:

BLOCK: 190

LOT(S): 58.13



We have reviewed the above referenced application and find as follows:

☒ No comment/objection as currently proposed.

☐ The following changes/ clarifications are required before final consideration:

Township of Lakewood

OFFICE OF THE MUNICIPAL ENGINEER AND PLANNING BOARD

231 THIRD STREET

LAKEWOOD, NEW JERSEY 08701

(732) 364-2500 x 5238 amorris@lakewoodnj.gov

JEFFREY W. STAIGER, P.E., P.P., C.M.E.
Township Engineer

ALLY MORRIS
Planning Board Administrator

July 19, 2016

Lakewood Board of Fire Commissioners
316 River Ave
Lakewood, NJ 08701

Re: New Development Applications
Our Reference #: SD 2149

Board Members:

Enclosed please find a copy of the plans and application(s) for the above-referenced new project(s) that have been received by the Township Planning Board. Please review and provide any comments or objections in writing to this office within thirty (30) days of the date of this letter. Should no response be received, it will be assumed that your board has no objection to the application as proposed.

Should you have any questions, please don't hesitate to contact the office.

Sincerely,



Ally Morris
Planning Board Administrator

LAKESWOOD TOWNSHIP PLANNING BOARD APPLICATION 1 of 2

TO BE COMPLETED BY TOWNSHIP STAFF ONLY:

DATE FILED 6/29/16 APPLICATION NUMBER SD2149

TO BE COMPLETED BY APPLICANT:

1. APPLICANT'S NAME: Flowing White Milk LLC and Township of Lakewood
ADDRESS PO Box 924 Jackson NJ 08527 and 231 Third Street Lakewood NJ 08701
PHONE NUMBER () _____ FAX NUMBER () 732-901-6028
TAX IDENTIFICATION NUMBER _____
FEDERAL TAX EXEMPTION NUMBER _____
2. OWNER'S NAME Flowing White Milk LLC
ADDRESS PO Box 924 Jackson NJ 08527
PHONE NUMBER () _____ FAX NUMBER () 732-901-6028
3. APPLICANT'S ATTORNEY Anthony Velasquez Esq
ADDRESS Route 70 2nd Floor Brick NJ 08723
PHONE NUMBER () 609-273-2630 FAX NUMBER () 609-450-7020
4. APPLICANT'S ENGINEER Patterson Surveying and Engineering LLC
ADDRESS 4 Utah Trail Medford, NJ 08055
PHONE NUMBER () 732-501-7192 FAX NUMBER () _____
5. APPLICANT REPRESENTS A REQUEST FOR THE FOLLOWING:
BLOCK 190 LOT 58.13 ZONE R-15

SUBDIVISION:

MINOR SUBDIVISION APPROVAL (2 LOTS) X
MAJOR SUBDIVISION APPROVAL (PRELIMINARY) _____
MAJOR SUBDIVISION APPROVAL (FINAL) _____
NUMBER OF LOTS TO BE CREATED _____

SITE PLAN:

PRELIMINARY SITE PLAN APPROVAL _____
FINAL SITE PLAN APPROVAL _____
SITE PLAN INVOLVING LESS THAN ONE (1) ACRE _____
SITE PLAN INVOLVING ACCESSORY BUILDING _____
CHANGE OF USE SITE PLAN _____
EXISTING/LAST USE _____ PROPOSED USE _____

AMENDMENT OR REVISION TO APPROVED SITE PLAN _____ S/P # _____



245 Miller Road
Lakewood, NJ 08701
732.684.7654
Office@nexgenbuildersnj.com

August 23, 2016

Township of Lakewood
231 Third Street
Lakewood, NJ 08701

Attn: Ally Morris, Planning Board Secretary

RE: Subdivision for Flowing White Milk LLC
Shemen Street
Block: 190 Lot: 58.13
Application #SD-2149
Township of Lakewood, Ocean County, NJ

Dear Ms. Morris,

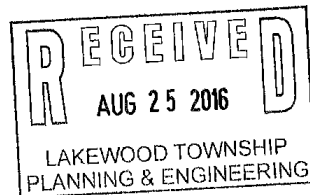
I am in receipt of the review letter prepared by RVE dated July 28, 2016 for the above project.

Please find the following enclosed revised as per review letter:

1. Thirteen (13) copies of the revised Minor Subdivision plan.

Please find comments below as per review letter:

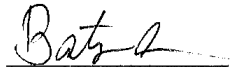
- I. ZONING
 1. Testimony to be provided
 2. Fact
 3. Testimony to be provided
 4. Testimony to be provided
- II. REVIEW COMMENTS
 1. Testimony to be Provided
 2. Testimony to be provided
 3. Fact
 4. Fact
 5. Fact





6. Signature was removed as requested
7. Date revised as requested
8. Lot width revised as requested
9. Parking addressed as requested
10. Fact
11. Fact
12. Easement information added as requested
13. Fact
14. Proposed monument added as requested
15. Rear setback line revised as requested
16. Coordinates added as requested
17. Fact

Sincerely,


Batya Abadi

PLANNING BOARD
AUGUST 2, 2016

TOWNSHIP OF LAKEWOOD
PLAN REVIEW MEETING

Mr. Flannery said it is probably a 25 ft setback and if you have a double row of landscaping, you would lose 10 ft.

Mr. Franklin said the AC units will be noisy between the buildings.

Mr. Neiman opened to the public, seeing no one come forward, he closed to the public.

Mr. Flancbaum isn't opposed to this but he would like to see some landscaping outside the fence along Route 88.

Mr. Flannery agreed and would work with the board engineer.

A motion was made and seconded to approve.

Mr. Grunberger, Mr. Franklin, Mr. Hibberson, Mr. Herzl, Mr. Flancbaum, Mr. Follman, Mr. Rennert, Mr. Cautillo
Abstain: Mr. Neiman

7. PLAN REVIEW ITEMS

1. **SD 2149 Flowing White Milk, LLC, & Township of Lakewood**
Shemen Street Block 190, Lot 58.13
Minor Subdivision to create two lots

A review letter prepared by Remington, Vernick & Vena Engineers dated July 28, 2016 was entered as an exhibit.

Mr. Vogt said no variances are requested, however, they want the applicant to be ready to testify at the public hearing since the lot was actually created as part of a Zoning Board application.

Mr. Brian Flannery, P.E., P.P. has reviewed the letter and would address the comments and provide testimony at the public hearing.

A motion was made and seconded to advance the application to the September 20, 2016 meeting.
All were in favor.

2. **SD 2150 Platinum Developers**
South Bell Avenue Block 820, Lots 42 & 43
Preliminary and Final Major Subdivision to create eleven lots

A review letter prepared by Remington, Vernick & Vena Engineers dated July 28, 2016 was entered as an exhibit.

Mr. Vogt said submission waivers are requested including topography, contours and man-made features within 200 ft which are supported. The applicant's engineer has requested waiving the environmental impact statement by providing a limited environmental impact statement that gives a general overview. That waiver is supported as well.

A motion was made and seconded to approve the waivers as recommended by the Board Engineer and Planner.
All were in favor.

Mr. Neiman asked if any street vacations were done for this.

Mrs. Morris said there were some that were required to support the Yesodei Hatorah application.

Township of Lakewood
OFFICE OF THE MUNICIPAL ENGINEER AND PLANNING BOARD
231 THIRD STREET
LAKEWOOD, NEW JERSEY 08701
(732) 364-2500

JEFFREY W. STAIGER, P.E., P.P., C.M.E.
Township Engineer

ALLY MORRIS
Planning Board Administrator

July 18, 2016

Patterson Surveying and Engineering, LLC
4 Utah Trail
Medford, NJ 08055

Attn: Daniel J Patterson

**Re: Flowing White Milk, LLC & Township of Lakewood – Minor Subdivision
Block 190 Lot 58.13 - Our Ref # SD 2149**

Dear Mr. Patterson:

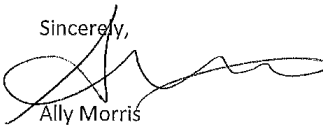
I have reviewed the revised plans for the subject application. The revised plans satisfactorily address the comments in my administrative review letter dated July 5, 2016, and are **deemed complete**.

The subject application will be scheduled on the agenda of the **Planning Board Meeting of Tuesday, August 2, 2016 at 6 P.M.**

Be advised, the public notice and notification to property owners within 200 feet of the subject shall be served ten (10) days prior to the **Meeting of August 2, 2016**. Please verify the date of the certified list of owners in your possession is current to ninety (90) days of August 2, 2016.

Should you have any questions, please contact the office at (732) 364-2500 extension 5238.

Sincerely,



Ally Morris
Planning Board Administrator

cc: Mr. Michael Neiman, Chairman
Mr. Eli Rennert, Vice Chairman
Mr. Terry Vogt, P.E., P.P.
Mr. Chaim Abadi, Nexgen Land Development
Mr. Anthony Velasquez, Esquire

**TOWNSHIP OF
LAKEWOOD**

X NEW ACCOUNT

☐ REPLENISHMENT TO
EXISTING ACCOUNT

Memo

To: Margaret Stazko, Finance Department
From: Ally Morris
Date: July 18, 2016
Re: Planning Board Escrow

Attached please find a check to be deposited in the appropriate account for the following:

PROJECT NAME: Flowing White Milk, LLC

BLOCK: 190 **LOT:** 58.13

PROJECT #: SD 2149

TAX ID # [REDACTED]

CHECK # 693 **AMOUNT:** \$3,100.00

APPLICANT: Rachel Bauman

ADDRESS: 22 Carasaljo Drive, Lakewood, NJ 08701

PHONE# **FAX#**

CONTACT PERSON:

If you have any questions, please contact me at extension 5238. Thank you.

Enclosures

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Rochel Bauman</u>		
2 Business name/disregarded entity name, if different from above _____		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) <u>122 Carusagio Drive</u>		Requester's name and address (optional) _____
6 City, state, and ZIP code <u>Lakewood NY 08701</u>		
7 List account number(s) here (optional) _____		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.		
Social security number _____ OR Employer identification number _____		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.		
Sign Here Signature of U.S. person ▶ <u>Rachel A. Bauman</u>	Date ▶ <u>7-18-16</u>	
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irw9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2. By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.		



NEXGEN LAND DEVELOPMENT LLC
245 MILLER ROAD
LAKEWOOD, NJ 08701

CHASE BANK
55-233/212

694

DATE 7/14/2016

PAY
TO THE ORDER OF Township of Lakewood

\$ **75.00

Seventy-Five and 00/100*****
Township of Lakewood DOLLARS

MEMO

Stenographer-19 Shemen SD2149

Baty Al

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



NEXGEN LAND DEVELOPMENT LLC
245 MILLER ROAD
LAKEWOOD, NJ 08701

CHASE BANK
55-233/212

693

DATE 7/14/2016

PAY
TO THE ORDER OF Township of Lakewood

\$ **3,100.00

Three Thousand One Hundred and 00/100*****
Township of Lakewood DOLLARS

MEMO

Escrow fees-19 Shemen SD2149

Baty Al

Form (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.										
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> W-9 </div> <div style="width: 70%;"> <div style="border-bottom: 1px solid black; padding-bottom: 2px;">1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</div> <div style="border-bottom: 1px solid black; padding-bottom: 2px;">Flowing White Milk</div> <div style="border-bottom: 1px solid black; padding-bottom: 2px;">2 Business name/disregarded entity name, if different from above</div> <div style="border-bottom: 1px solid black; padding-bottom: 2px;">3 Check appropriate box for federal tax classification; check only one of the following seven boxes:</div> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶ </div> <div style="width: 45%;"> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. </div> </div> <div style="border-bottom: 1px solid black; padding-bottom: 2px;">4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></div> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; padding-bottom: 2px;"> <div style="width: 55%;">5 Address (number, street, and apt. or suite no.) 122 Carusallio Drive</div> <div style="width: 40%;">Requester's name and address (optional)</div> </div> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; padding-bottom: 2px;"> <div style="width: 55%;">6 City, state, and ZIP code Lakewood MS 08701</div> <div style="width: 40%;">7 List account number(s) here (optional)</div> </div> </div> <div style="width: 10%; font-size: 0.7em; transform: rotate(-90deg); transform-origin: left top;"> Print or type See Specific Instructions on page 2. </div> </div>												
<div style="border: 1px solid black; padding: 5px;"> Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name; see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter. </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 60%;"> Social security number <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </div> <div style="width: 35%;"> or Employer identification number <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> </tr> </table> </div> </div>												
<div style="border: 1px solid black; padding: 5px;"> Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3. </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> Sign Here Signature of U.S. person ▶ <u>Rachel A. B...</u> </div> <div style="width: 45%;"> Date ▶ <u>7-18-16</u> </div> </div>												
<div style="border: 1px solid black; padding: 5px;"> General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) <ul style="list-style-type: none"> • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2. By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information. </div>												

Ally Morris

From: Steve Secare [ssecare@secarelawfirm.com]
Sent: Thursday, July 07, 2016 11:32 AM
To: Ally Morris
Subject: RE: Flowing White Milk subdivision application

Im glad you took my advice and got a little patriotic, ! anyway I told Abadi that he had to pay the engineering escrows, I would waive the application fees since it is a "joint" municipal project but I had no jurisdiction or authority to have your company work without getting paid. He said he assumed that it was ok????? But that's why I like Chaim, he always presents a challenge.

From: Ally Morris [mailto:AMorris@lakewoodnj.gov]
Sent: Thursday, July 07, 2016 9:52 AM
To: Steve Secare
Cc: sarah forsyth
Subject: RE: Flowing White Milk subdivision application

Good morning Steve. Just a reminder on this application I received last week – I assume they need to pay stenographer fees, application fees to the Township, and escrow fees for Terry's reviews and such. Chaim Abadi says they do not. Please let me know your thoughts either way.

Thanks, and God Bless America



Ally Morris
Remington & Vernick Engineers and Affiliates
Lakewood Township Planning Board Administrator
732-364-2500 x5238

From: Steve Secare [mailto:ssecare@secarelawfirm.com]
Sent: Thursday, June 30, 2016 12:20 PM
To: Ally Morris
Subject: Re: Flowing White Milk subdivision application

Township of Lakewood
OFFICE OF THE MUNICIPAL ENGINEER AND PLANNING BOARD
231 THIRD STREET
LAKEWOOD, NEW JERSEY 08701
(732) 364-2500

JEFFREY W. STAIGER, P.E., P.P., C.M.E.
Township Engineer

ALLY MORRIS
Planning Board Administrator

July 5, 2016

Patterson Surveying and Engineering, LLC
4 Utah Trail
Medford, NJ 08055

Attn: Daniel J Patterson

**Re: Flowing White Milk, LLC & Township of Lakewood – Minor Subdivision
Block 190 Lot 58.13 - Our Ref # SD 2149**

Dear Mr. Patterson:

I have prepared an administrative and checklist compliance review of the subject application. The following plans were reviewed:

- Proposed Minor Subdivision, 1 sheet, dated 4/20/16
- Boundary & Partial Topographic Survey, 1 sheet, dated 4/12/16

With respect to the administrative review, I find that the data submitted is incomplete, based on the following:

- An Escrow Agreement, W9 Form, Application Fees, Stenographer Fees, and Escrow Fees are required or a waiver in writing from the Township Attorney regarding the same.
- A current Real Estate Tax Affidavit is required.

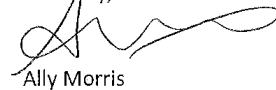
With respect to the checklist review, I find the plans submitted are deemed incomplete, based on the following:

- Lot number approval by the Tax Assessor is required.

Please address the above mentioned comments prior to **July 14, 2016 at 3:00 p.m.** Upon timely receipt of the plans, the project will be scheduled on the agenda of the **Meeting of Tuesday, August 2, 2016 at 6:00 p.m.** Should you have any questions, please contact the office at (732) 364-2500 extension 5238.

cc: Mr. Michael Neiman, Chairman
Mr. Eli Rennert, Vice Chairman
Mr. Terry Vogt, P.E., P.P.
Mr. Chaim Abadi, Nexgen Land Development
Mr. Anthony Velasquez, Esquire

Sincerely,



Ally Morris

Planning Board Administrator

VARIANCE: No

WAIVERS: Yes

BUDGET: \$0

DATE: July 5, 2016

Application #: SD 2149

Applicant Name: Flowing White Milk, LLC & Township of Lakewood

Address: PO Box 924

City: Jackson

State: NJ

Zip Code: 08527

Phone:

Fax:

Block(s): 190

Lot(s): 58.13

Current Zoning: R-15

Tax Map Sheet: 57

Project Description: Minor Subdivision to create two lots

Project Location: Shemen Street

Engineer: Patterson Surveying and
Engineering

Name: Daniel Patterson

Address: 4 Utah Trail

City/State/ZIP: Medford, NJ 08055

Phone:

Fax:

Rep: Nexgen

Name: Chaim Abadi

Address: 317 Monmouth Ave, Suite 201

City/State/ZIP: Lakewood, NJ 08701

Phone:

Fax:

Attorney: Anthony Velasquez

Title: Esquire

Address: 575 Route 70, 2nd Floor

City/State/ZIP: Brick, NJ 08723

Phone:

Fax:



317 Monmouth Ave, Suite 201
Lakewood, NJ 08701
732.987.4256
Batya@nexgenid.com

June 29, 2016

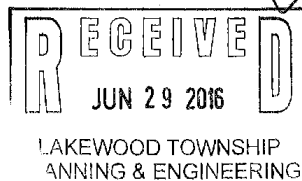
Township of Lakewood
231 Third Street
Lakewood, NJ 08701
Attn: Ally Morris

RE: Shemen St
Block 190 Lot 58.13
Lakewood, New Jersey

Dear Ms. Morris,

Please find the following items enclosed for the submission of a Minor Subdivision for the above mentioned block and lot:

1. (13) thirteen proposed Minor Subdivision Plans and Survey
2. (1) one affidavit of ownership
3. (1) Checklist



Sincerely,

Batya Abadi

LAND DEVELOPMENT CHECKLIST

CHECK LIST

A. PLAT SPECIFICATIONS	Minor Subdiv	Prelim MajSub	Final MajSub	Major Site Plan	Minor Site Plan
1. Plat clearly and legibly drawn or produced at a scale not smaller than one inch equals 50 feet.	(X)	X	X	X	X
2. Sheet size either 8.5" x 11", 11 by 17, 15 by 21, 18 by 24, 24 by 36, or 30 by 42.	(X)	X	X	X	X
3. Plans shall be prepared by an architect or engineer if application involves only the location of proposed buildings and their relationship to the site and the immediate environs.				X	X
4. Plans shall be prepared by an architect, planner, or engineer if application involves only the location of drives, parking layout, pedestrian circulation, and means of ingress and egress.				X	X
5. Plans shall be prepared by an engineer if application involves only drainage facilities for site plan of ten acres or more, or involving storm water detention facilities, or traversed by water course.				X	
6. Plans shall be prepared by a licensed land surveyor which shows existing conditions and exact location of physical features including metes and bounds, drainage, waterways, specific utility locations and easements. Survey information may, however, be transposed to a site plan if the date of the survey and by whom and for whom it was prepared is noted on the site plan, and a signed sealed copy of the survey prepared by a licensed land surveyor must accompany the site plan submission.	(X)	X	X	X	X
7. Property line shown in degree, minutes, and seconds.	(X)	X	X	X	X
8. Key map or tax map showing location of tract to be considered in relation to surrounding area.	(X)	X	X	X	X
9. Title block containing name of preparer, lot and block numbers, tax map sheet number, date prepared, and date of last amendment.	(X)	X	X	X	X
10. Each block and lot numbered in conformity with the municipal Tax map as determined by the municipal tax assessor.	(X)	X	X	X	
11. Scale of map, both written and graphic.	(X)	X	X	X	X

Checklist Page 1 of 4

CHECK LIST

	Minor Subdiv	Prelim MajSub	Final MajSub	Major Site Plan	Minor Site Plan
12. North arrow giving reference meridian.	(X)	X	X	X	X
13. Space for signatures of chairman, secretary, and engineer of the approving authority and all required certifications pursuant to the NJ Map Filing Law.	(X)	X	X	X	X
14. Names of all property owners within 200 feet of subject property attached thereto.	(X)	X		X	X
15. Location of existing and proposed property lines with dimensions in feet to the nearest two decimal places.	(X)	X	X	X	X
16. Zoning district in which parcel is located and a zoning schedule listing all requirements of the zone district and a notation of any variances.	(X)	X	X	X	X
17. General notes identifying the name and address of the property and applicant, acreage of affected parcel to the nearest hundredth of an acre, and the existing and proposed use.	(X)	X	X	X	X
18. Number and size of lots after subdivision to be designated.	(X)	X	X	X	X

B. SITE FEATURES

1. Topography of the site.	(X)	X		X	X
2. Topography within 200 feet thereof.		X		X	
3. Contours on the site to determine the natural drainage of the land.	(X)	X		X	X
4. Contours of the area within 200 feet of the site boundaries.		X		X	
5. Flood plains, wetlands, wetland buffers. If any portion of the project contains wetlands or wetland buffers, proof of submission of a letter of interpretation to the NJDEP shall be required.	(X)	X	X	X	X
6. Natural and artificial water courses, streams, shore lines, water boundaries, and encroachment lines.	(X)	X	X	X	X
7. Wooded areas.	(X)	X		X	X
8. Areas in which construction is precluded due to presence of stream corridors and/or steep slopes.	(X)	X	X	X	X

CHECK LIST

B. SITE FEATURES

	Minor Subdiv	Prelim MajSub	Final MajSub	Major Site Plan	Minor Site Plan
9. Man-made features on-site.	<input checked="" type="checkbox"/>	X	X	X	X
10. Man-made features within 200 feet thereof.		X		X	

C. IMPROVEMENTS

1. Location of existing and proposed structures and their set backs from existing and proposed property lines.	<input checked="" type="checkbox"/>	X	X	X	X
2. Location of all existing and proposed easements or rights of way, including power lines.	<input checked="" type="checkbox"/>	X	X	X	X
3. Location of existing railroads, bridges, culverts, drain pipes, water and sewer mains, and other man-made installations affecting the tract.	<input checked="" type="checkbox"/>	X	X	X	X
4. Location of existing and proposed wells and septic systems.	<input checked="" type="checkbox"/>	X	X	X	X
5. When applicant intends to use conventional septic disposal system, location of test holes, test results and approximate location of the intended disposal field.		X		X	
6. Plans and profiles of proposed utility layouts such as sewers, storm drains, and water, showing feasible connection to existing proposed utility systems.		X		X	X
7. Location and description of monuments and other survey markers whether set or to be set.	<input checked="" type="checkbox"/>		X		
8. Location, names, and widths of all existing and proposed streets on the property and within 200 feet of tract.	<input checked="" type="checkbox"/>	X	X	X	X
9. Required road dedication or road widening easements.	<input checked="" type="checkbox"/>		X	X	X
10. Shade trees.	<input checked="" type="checkbox"/>	X	X	X	X
11. Proposed or existing easements (i.e., utility, sight triangle, access).	<input checked="" type="checkbox"/>	X	X	X	X
12. Proposed drainage easements where required.	<input checked="" type="checkbox"/>	X	X	X	X
13. Environmental Impact Statement.		X		X	
14. Tree Protection Management Plan.		X		X	

Checklist Page 3 of 4

CHECK LIST

	Minor Subdiv	Prelim MajSub	Final MajSub	Major Site Plan	Minor Site Plan
15. Landscaping plan including the types, quantity, size and location of all proposed vegetation. The scientific and common names of all vegetation shall be included.				X	
16. Soil erosion and sediment control plan consistent with requirements of the local soil conservation district.		X		X	
17. Design calculation showing proposed drainage facilities to be in accordance with the appropriate drainage runoff requirements.		X		X	
18. The purpose of any proposed easement of land reserved or dedicated to the public or common use shall be designated and the proposed use of sites other than residential shall be noted.		X	X	X	X
19. Identification by type and nearest street intersection of existing public utilities.				X	
20. Shade tree easement, if necessary.	(X)	X	X	X	
21. Architectural drawings of the proposed structures – generalized elevations (all four sides of non-residential) and floor plans.				X	X

PLANS PREPARED BY:

Charm Abad
 Print Company & Preparer's Name

[Signature]
 Preparer's Signature

6-29-16
 Date

WAIVER REQUESTS: (Submit Reasons)

CERTIFICATE OF OWNERSHIP OF APPLICANT

AS REQUIRED BY NEW JERSEY LAW

(P.L. 1977, CHAPTER 336)

Listed below are names and addresses of all owners of 10% or more of the stock/interest* in the undersigned applicant corporation/partnership.

<u>NAME</u>	<u>ADDRESS</u>
1. Rachel Bauman	
2.	
3.	
4.	
5.	

Please check the appropriate box:

CORPORATION OF N.J.	_____
PARTNERSHIP	_____
LLC OF NEW JERSEY	<u>X</u>
OTHER	_____

* Where corporation/partnerships owns 10% or more of the stock/interest in the undersigned or in another corporation/partnership so reported, this requirement shall be followed until the names and addresses of the non-corporate stockholders/individuals partners exceeding the 10% ownership criterion have been listed.

Rachel A. Bauman
Signature of Officer/Partner Date

Flowing White Milk
Name of Applicant Corporation/Partnership

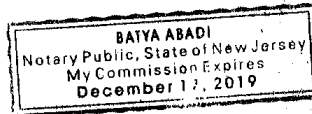
AFFADAVIT OF OWNERSHIP

STATE OF NEW JERSEY
COUNTY OF Ocean } ss.

Flowing White Milk LLC of full age, being duly sworn according to law
on oath deposes and says, that the deponent resides at
PO Box 924 Jackson NJ 08527
in the municipality of Jackson
in the County of Ocean and the State of New Jersey;
that Flowing white milk LLC is the owner
in fee of all that certain lot, piece or parcel of land situated, lying, and being in the municipality
aforesaid, and known and designated as
Block 190 Lot(s) 58.13

Ramuel A. Bar
(Owner to Sign Here)

Sworn to and subscribed,
before me, this 29
day of June 2016
Batya Abadi
A Notary Public of New Jersey



AUTHORIZATION

(If anyone other than above owner is making this application, the following authorization must be executed.)

TO THE PLANNING BOARD
Township of Lakewood is hereby authorized to make the within
application.

Dated: 20
(Owner to Sign Here)

LAKESWOOD TOWNSHIP PLANNING BOARD APPLICATION 1 of 2

TO BE COMPLETED BY TOWNSHIP STAFF ONLY:

DATE FILED 6/29/16 APPLICATION NUMBER SD2149

TO BE COMPLETED BY APPLICANT:

1. APPLICANT'S NAME: Flowing White Milk LLC and Township of Lakewood
ADDRESS PO Box 924 Jackson NJ 08527 and 231 Third Street Lakewood NJ 08701
PHONE NUMBER () _____ FAX NUMBER () 732-901-6028
TAX IDENTIFICATION NUMBER _____
FEDERAL TAX EXEMPTION NUMBER _____
2. OWNER'S NAME Flowing White Milk LLC
ADDRESS PO Box 924 Jackson NJ 08527
PHONE NUMBER () _____ FAX NUMBER () 732-901-6028
3. APPLICANT'S ATTORNEY Anthony Velasquez Esq
ADDRESS Route 70 2nd Floor Brick NJ 08723
PHONE NUMBER () 609-273-2630 FAX NUMBER () 609-450-7020
4. APPLICANT'S ENGINEER Patterson Surveying and Engineering LLC
ADDRESS 4 Utah Trail Medford, NJ 08055
PHONE NUMBER () 732-501-7192 FAX NUMBER () _____
5. APPLICANT REPRESENTS A REQUEST FOR THE FOLLOWING:
BLOCK 190 LOT 58.13 ZONE R-15

SUBDIVISION:

MINOR SUBDIVISION APPROVAL (2 LOTS) X
MAJOR SUBDIVISION APPROVAL (PRELIMINARY) _____
MAJOR SUBDIVISION APPROVAL (FINAL) _____
NUMBER OF LOTS TO BE CREATED _____

SITE PLAN:

PRELIMINARY SITE PLAN APPROVAL _____
FINAL SITE PLAN APPROVAL _____
SITE PLAN INVOLVING LESS THAN ONE (1) ACRE _____
SITE PLAN INVOLVING ACCESSORY BUILDING _____
CHANGE OF USE SITE PLAN _____
EXISTING/LAST USE _____ PROPOSED USE _____

AMENDMENT OR REVISION TO APPROVED SITE PLAN _____ S/P # _____

WAIVER REQUESTED OF DEVELOPMENT STANDARDS AND/OR SUBMISSION REQUIREMENTS: _____

VARIANCE FROM THE PROVISIONS OF CHAPTER _____
SECTION _____ **OF THE LAKEWOOD TOWNSHIP CODE**

SETBACK VARIANCES:

FRONT SETBACK PROPOSED: _____ REQUIRED: _____
SIDEYARD SETBACK PROPOSED: _____ REQUIRED: _____
REARYARD SETBACK PROPOSED: _____ REQUIRED: _____
LOT AREA: _____ LOT FRONTAGE: _____

PARKING VARIANCES:

AMOUNT OF SPACES PROPOSED: _____ REQUIRED: _____
PROPOSED: SIZE _____ REQUIRED: _____
VARIANCE PREVIOUSLY GRANTED: _____ DATE: _____

BRIEF NARRATIVE OF PROPOSED PLAN:

Minor subdivision to subdivide off existing drainage basin to the Township
as per request of Jeff Staiger, Lakewood Twp Engineer

6. NAME & LOCATION OF DEVELOPMENT: Shemen Street
7. LOCATION OF NEAREST INTERSECTION: Devash Court
8. MAP DATED: 4/20/16 PREPARED BY: Patterson Surveying & Engineering LLC
9. PRESENT USE: Residential
10. PROPOSED USE: Residential
11. LOT AREA: 294.219 SF BUILDING AREA (GROUND FLOOR) _____
12. BUILDING AREA(TOTAL) _____ # OF PARKING SPACES _____
13. AREA IN ACRES OF ANY ADDITIONAL ADJOINING LAND OWNED BY OWNER OR APPLICANT _____
14. ATTACH A COPY OF ANY DEED RESTRICTIONS OR COVENANTS THAT APPLY

SIGNATURE OF APPLICANT: Raul A. Ben

APPLICANT OR AUTHORIZED AGENT **MUST BE** PRESENT AT REGULAR MEETING AT WHICH ACTION IS TAKEN. IF A CORPORATION, APPLICANT **MUST BE** REPRESENTED BY AN ATTORNEY.

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

Professional Excellence Since 1901

SENIOR PRINCIPALS

Edward Vernick, PE, CME, President
Craig F. Remington, PLS, PP, Vice President
Michael D. Vena, PE, PR CME (deceased 2006)
Edward J. Walberg, PE, PR CME, CFM
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

PRINCIPALS

Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PR CME, CPWM, CEP
Alan Dittenhofer, PE, PR CME
Leonard A. Falola, PE, PR CME
Christopher J. Fazio, PE, CME
Terence Vogt, PE, PR CME
Dennis K. Yoder, PE, PR CME

SENIOR ASSOCIATES

Charles E. Adomson, PLS, ACT
John J. Cantwell, PE, PR CME
Richard B. Czokanski, PE, CME, BCE
Annina Hogan, PE, RA, CME, CPWA, LEED-AP
Kenneth C. Ressler, PE, CME
Frank J. Seney, Jr., PE, PR CME, NBS
Gregory J. Sullivan, PE, PR CME, CEA

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers

232 Kings Highway East
Haddonfield, NJ 08033
☐ (856) 795-9595

Remington, Vernick

& Vena Engineers

9 Allen Street
Toms River, NJ 08753
☐ (732) 286-9220

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
☐ (732) 955-8000

Remington, Vernick

& Walberg Engineers

845 North Main Street
Pleasantville, NJ 08232
☐ (609) 645-7110

4907 New Jersey Avenue

Wildwood City, NJ 08260

☐ (609) 522-5150

Melford Plaza I, Suite 400

16701 Melford Boulevard

Bowie, MD 20715

☐ (240) 544-5382

Remington, Vernick

& Beach Engineers

922 Fayette Street

Conshohocken, PA 19428

☐ (610) 940-1050

1000 Church Hill Road, Suite 220

Pittsburgh, PA 15205

☐ (412) 263-2200

Univ. Office Plaza, Bellevue Building

262 Chapman Road, Suite 105

Newark, DE 19702

☐ (302) 266-0212

Remington, Vernick

& Arango Engineers

The Presidential Center, Lincoln Building

Suite 600, 101 Route 130,

Cinnaminson, NJ 08077

☐ (856) 303-1245

300 Penhorn Avenue, 3rd Floor

Secaucus, NJ 07094

☐ (201) 624-2137

July 28, 2016

Ally Morris
Planning Board Administrator
Lakewood Township Planning Board
231 Third Street
Lakewood, New Jersey 08701

Re: **Flowing White Milk LLC**
Minor Subdivision
Block 190, Lot 58.13; Shemen Street
R-15 (Single-Family Residential Zone)
RVV File #1515-P-874
Application # SD-2149

Dear Planning Board Members:

We have reviewed a submission for the above referenced application, consisting of the following items:

Patterson Surveying & Engineering, LLC

Sheet	Title	Date/Last
	Revised	
1 of 1	Boundary & Partial Topographic Survey (Daniel J. Patterson, P.E. & P.L.S.)	04-12-16
1 of 1	Minor Subdivision (Daniel J. Patterson, P.E. & P.L.S.)	04-20-16

- Copy of Filed Map J3220.
- One (1) set of plans consisting of fourteen (14) sheets entitled "Preliminary and Final Major Subdivision, Lots 58, 59, 60, 61, 146, 147, 148, & 149, Block 190", prepared by Brian S. Flannery, P.E. & P.L.S., of Flannery, Webb, & Hansen, P.A., revised through 10/09/02.
- Copy of Lakewood Township Board of Adjustment Resolution, Appeal No. 3322, dated March 4, 2002.
- Lakewood Township Planning Board Application.

30

Lakewood Township Planning Board
Re: # SD-2149
July 28, 2016
Page 2

Project Description

The applicant is seeking an approval to subdivide an existing open space property into two (2) proposed lots. The site, consisting of existing Lot 58.13 in Block 190 would be subdivided into proposed Lots 58.26 and 58.27 as designated on the subdivision plan.

Existing Lot 58.13 in Block 190 was created by the filing of the Map associated with Lakewood Township Board of Adjustment Appeal #3322. According to the Resolution of Approval, the subdivision was permitted a reduction in lot areas and lot widths in exchange of an open space dedication for recreational purposes made accessible to the Public. The applicant agreed to dedicate to Lakewood Township as open space the lot containing the detention basin and adjacent wetland areas. The Board of Adjustment found that the applicant was dedicating more land to the Township for open space than required by the Ordinance.

The existing tract contains about 6.75 acres and is located in the northeastern section of the Township at the end of the Shemen Street cul-de-sac. The cul-de-sac is fairly new and was constructed with a fifty foot (50') right-of-way radius. The existing pavement is in good condition. The street was constructed with granite block curb and concrete sidewalk. There is existing street lighting and the electric is underground. Existing utilities within the cul-de-sac include sewer, water, and drainage.

This open space site has a detention basin adjacent the northeast portion of the cul-de-sac bulb. The detention basin is enclosed with superior rail fencing. Northward, beyond the detention basin the site is wooded and contains freshwater wetlands. The part of the open space lot adjacent the southeast portion of the cul-de-sac bulb is also wooded. This southeast area of the site is proposed for future residential development by new Lot 58.26. Proposed Lot 58.26 would contain about 17,727 square feet. The remainder of the open space would become proposed Lot 58.27 and consist of approximately 6.34 acres. In general, the land generally slopes from south to north. Individual trees on the site have not been located on the survey.

The subject site is located within the R-15 Residential Zone District. Therefore, single-family housing is a permitted use in the zone district. The site is situated within a predominantly residential area.

We have the following comments and recommendations:

I. Zoning

1. The site is situated within the R-15, Single-Family Residential Zone District. As stated previously, single-family housing is permitted in the Zone. **However, since the original subdivision was created by the Lakewood Township Board of Adjustment Approval of a Special Permit (lot area and width reductions in exchange for open space), the applicant's professionals shall provide testimony confirming this application is before the correct Board.**
2. No variances are being requested for this proposed subdivision application.

Lakewood Township Planning Board
Re: # SD-2149
July 28, 2016
Page 3

3. An Improvement Plan has not been provided. It is not clear whether a design waiver is required from the planting of street trees on proposed Lot 58.26.
4. The applicant must address the positive and negative criteria in support of any required variances. **At the discretion of the Planning Board, supporting documents will be required at the time of Public Hearing, including but not limited to arials and/or tax maps of the project area and surroundings to identify the existing character of the land.**

II. Review Comments

1. **Based on our review, we question whether the applicants and owners are correctly shown on the application and plan. The Filed Map J3220 indicates the Township of Lakewood as the owner of existing Lot 58.13 in Block 190.**
2. **Our site investigation and review of the previous subdivision plans indicate an existing gate and access road would be located on proposed Lot 58.26. Apparently, the access is being used by the Lakewood Township Municipal Utilities Authority to reach a sanitary sewer easement located immediately to the north of the detention basin. This same access road may also be used by the Township to access the detention basin. Furthermore, it appears the existing driveway apron for this access road would conflict with any possible future off-street parking scheme.**
3. Our review of the previous subdivision plans indicate that a water main may have been constructed beneath proposed Lot 58.26. We recommend the project be submitted to the Lakewood Township Municipal Utilities Authority for confirmation.
4. The Minor Subdivision plan proposes a new apron for access to the detention basin. At a minimum, an access gate shall also be proposed. The project must be submitted to the Department of Public Works for review and approval.
5. The Partial Topographic Survey provided shows more than enough information for review. There is no need to provide topography north of the wetlands buffer line.
6. It appears the Surveyor's Certification has been signed in error as the Survey indicates that property corners are to be set after construction.
7. The date in the Secretary's Certification shall be corrected since there are no longer one hundred ninety (190) days left in the year.
8. The proposed lots appear to be conforming. However, the proposed lot widths are incorrect. The proposed lot widths shall be measured between side lines at the front setback line.
9. Off-street parking has not been addressed. Proposed off-street parking must be addressed for new Lot 58.26.

Lakewood Township Planning Board
Re: # SD-2149
July 28, 2016
Page 4

10. The Minor Subdivision Map indicates the proposed lot numbers have been approved by the Tax Assessor. The Minor Subdivision Map shall be signed by the Lakewood Tax Assessor.
11. The Survey and Minor Subdivision show existing wood fencing encroaching onto proposed Lot 58.26. The Minor Subdivision shows the existing encroaching fence to be removed.
12. A portion of an existing storm drainage easement would continue to be located on proposed Lot 58.26. The proposed easement information and area shall be completed on new Lot 58.26.
13. There is an existing six foot (6') wide shade tree, sidewalk, and utility easement shown. This existing easement must be broken down into proposed easements for new Lots 58.26 and 58.27 on an individual property basis.
14. A proposed monument shall be added at the intersection of the new side line with the existing right-of-way.
15. A proposed fifteen foot (15') setback line shall be corrected to a twenty foot (20') rear setback line on the southeast side of proposed Lot 58.26.
16. Coordinates must be added to at least three (3) outbound corners.
17. Compliance with the Map Filing Law is required.

III. Regulatory Agency Approvals

Outside agency approvals for this project may include, but are not limited to the following:

- a. Township Tree Ordinance;
- b. Lakewood Township Department of Public Works;
- c. Lakewood Township Municipal Utilities Authority;
- d. Ocean County Planning Board;
- e. Ocean County Soil Conservation District; and
- f. All other required outside agency approvals.

A revised submission should be provided addressing the above-referenced comments, including a point-by-point summary letter of revisions.

Lakewood Township Planning Board
Re: # SD-2149
July 28, 2016
Page 5

Please call Dave Magno, P.E., of our Old Bridge office at (732) 955-8000 if you have any questions or comments.

Sincerely,
REMINGTON, VERNICK & VENA ENGINEERS



Terence M. Vogt, PE, PP, CME
Principal, Regional Manager

TMV/DRM/ef

cc: John Jackson, Esq. (Via Facsimile: 732/ 477-1304)
Flowing White Milk LLC (Via Facsimile: 732/ 901-6028)
Anthony Velasquez, Esq. (Via Facsimile: 609/ 450-7020)
Daniel Patterson, P.E. & P.L.S., 4 Utah Trail, Medford, NJ 08055

Township of Lakewood

OFFICE OF THE MUNICIPAL ENGINEER AND PLANNING BOARD

231 THIRD STREET

LAKEWOOD, NEW JERSEY 08701

(732) 364-2500 x 5238 amorris@lakewoodnj.gov

JEFFREY W. STAIGER, P.E., P.P., C.M.E.
Township Engineer

ALLY MORRIS
Planning Board Administrator

July 19, 2016

Lakewood Board of Fire Commissioners
316 River Ave
Lakewood, NJ 08701

Re: New Development Applications
Our Reference #: SD 2149

Board Members:

Enclosed please find a copy of the plans and application(s) for the above-referenced new project(s) that have been received by the Township Planning Board. Please review and provide any comments or objections in writing to this office within thirty (30) days of the date of this letter. Should no response be received, it will be assumed that your board has no objection to the application as proposed.

Should you have any questions, please don't hesitate to contact the office.

Sincerely,



Ally Morris
Planning Board Administrator

ANTHONY L. VELASQUEZ, ESQ.

N.J. Attorney #021651997
575 Route 70, 2nd Floor; P.O. Box 1030
Brick, NJ 08723
(t) 732-903-1966; (f) 732-416-7861
Attorney for Plaintiff

FLOWING WHITE MILK, LLC,	:	SUPERIOR COURT OF NEW JERSEY
	:	OCEAN COUNTY
Plaintiff,	:	LAW DIVISION
	:	
v.	:	Docket No.: OCN-L-1040-17
	:	
TOWNSHIP OF LAKEWOOD,	:	CERTIFICATION OF
	:	RACHEL A. BAUMAN
Defendant.	:	

I, Rachel A. Bauman, hereby certify as follows:

1. I am the manager of Plaintiff Flowing White Milk, LLC ("FWM"), with authority to make the following representations and to bind such entity. I have personal knowledge of the following facts, to which I certify to be true.
2. Attached at **Exh. A** is the tax foreclosure Final Judgment dated December 13, 2010, that was obtained by Crusader Servicing Corporation and which vested fee title in Crusader of the property located at at Block 190, Lot 58.13, at the terminus of Shemen Street (the "Property"). It resulted from a successful tax foreclosure conducted by Crusader at docket number F-12570-08 based upon the open and unpaid tax sale certificate #05-040 against the Property.
3. After Crusader foreclosed and obtained title as stated above, it then sold the property to FWM on October 3, 2014. A copy of this Deed is attached at **Exh. B**.
4. The above-referenced tax foreclosure at F-12570-08 had its origin in a tax sale certificate #05-040 for unpaid taxes from the year 2005 against the Property, assessed to the owner Kedma 1. In essence, taxes went unpaid by the owner Kedma 1, and thus the Township of Lakewood tax collector advertised and held a public sale on December 12, 2005, and sold to Crusader tax sale certificate #05-040. The tax sale certificate bears a face value of \$2,812.26 with a stated rate of interest at 18%. This data is also set forth on the last page of the complaint, and a copy of the complaint is attached at **Exh. C**.
5. The law requires that before a tax foreclosure can be granted Final Judgment, the Court must receive a certification from the municipal tax collector allowing such Final Judgment and confirming that the tax sale certificate remains open and unredeemed as of the redemption deadline. Here, the Lakewood tax collector submitted this certification on behalf of the Township of Lakewood on October 28, 2010. It is attached at **Exh. D**.

Exhibit F

6. After obtaining deed title from Crusader (who obtained it via foreclosure judgment), Plaintiff FWM then applied for a special permit before the Planning Board of the Township of Lakewood to develop the Property. It retained attorneys, planners and engineers to prepare the plans and applications. It applied in 2016, and specifically the application sets forth that it seeks to develop a small portion of the Property and then dedicate to the Township the remainder of the lot.

7. The entire Property consists of approximately 6.81 acres of land. The proposed development consists of approximately .41 acres of land. Therefore, FWM is dedicating to the Township 6.4 acres. The attached map at **Exh. E** sets forth these facts and was attached to the application of FWM.

8. FWM continues to represent that it will dedicate the entirety of this 6.4 acres to the Township, and in fact it invites the Township to accept this dedication in full, in conjunction with FWM's application for development of the .41 acres – for which it proposes to construct a residential structure as set forth on its application.

9. It is noted that the Property is not a park, beach, street, public right-of-way, lakefront property, or recreational area. It is primarily a wooded lot. There are no walking trails and there is no public access. There is a small portion of the property that contains a detention basin, and the entirety of that detention basin is located within the 6.4 acres of land that FWM has dedicated to the Township as per its application. The .41 acres proposed for development does not contain any part of the detention basin, nor does it contain any wetlands or other “public concern”.

10. To reiterate, the only “public concern” on the entirety of the lot is the detention basin and the entirety of that area including the whole area of the detention basin is dedicated to the Township as per FWM's application.

11. The Planning Board received objection from a neighbor, who argued at the Planning Board meeting that the lot had been previously dedicated to the Township but was never accepted.

12. This argument had its origin in the filing of a map with the Lakewood Township Zoning Board of Adjustment Appeal #3322 in the year 2002, whereby the applicant purportedly dedicated the lot or a portion of the lot to Lakewood (the “#3322 Dedication”). In fact, the Lakewood Zoning Board of Adjustment found that the applicant was dedicating more land to Lakewood with the #3322 Dedication than required by ordinance, as stated in the Resolution for Approval, attached at **Exh. F**.

13. But the Township never acted to “accept” the dedication; and instead the Township continued to treat the Property as privately owned land. It always taxed the Property against the owner Kedma 1, and these taxes were not assessed as “nominal” based upon some public interest, but rather were for the full rate. Also, when taxes went unpaid it held a public sale and then sold a tax sale certificate (as set forth above at paragraph 4). Then the Township allowed foreclosure and it even signed the required document to permit Final Judgment (as forth above at paragraph 5 and Exh. D).

14. However, the Planning Board deferred on FWM's application for a Special Permit. It concluded that since there was an open but yet unaccepted dedication, it lacked jurisdiction to rule upon FWM's application.

15. As a result, FWM filed this action in order to quiet title. It filed the original complaint on April 10, 2017. This original complaint is attached at **Exh. G**.

16. Discovery ensued in the summer of 2017. The parties were also ordered to mediation, but this mediation has not yet occurred.

17. The Township then introduced and adopted Ordinance #2017-35 which purports to "accept" the dedication of the Property.

18. The Township introduced for first reading at its committee meeting on August 21, 2017, and adopted at its second reading on September 14, 2017, Ordinance #2017-35 a copy of which is attached at **Exhibit H**.

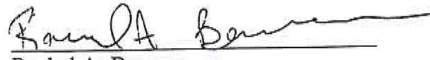
19. As a result, FWM filed an Order to Show Cause application on October 24, 2017, to accomplish several goals: (a) it sought to "stay" the implementation of Ordinance #2017-35 until this Court could hear and decide the case; and (b) it sought to amend its complaint so as to include a challenge to Ordinance #2017-35. In doing so, it also sought to re-categorize this matter as an Action in Lieu of Prerogative Writ – so that it could voice this challenge. It is noted that the Order to Show Cause application was filed within 45 days of the adoption of Ordinance #2017-35 so as to satisfy the limitations period set forth at R. 4:69-6(a).

20. Defendant Lakewood then filed a summary judgment motion on November 17, 2017, claiming that the adoption of Ordinance #2017-35 resolves the case. Its motion was deficient in several respects, including the stated return date (it was erroneously filed under the 16 day standard motion rule) and the failure to include a mandatory statement of undisputed material fact. FWM now files this opposition and its own cross-motion for summary judgment.

21. As to damages, the fair market value of the property would normally be determined by the comparable values of the nearest properties. In 2016, the entire Township of Lakewood underwent a revaluation and thus the property assessments are deemed to be at or near 100% fair market value for the new 2017 tax year. Every single property on Shemen Street has an assessed value of above \$600,000 under the new 2017 tax year. The four properties that are located in the closest proximity to the subject Property have an average assessment of \$655,525 under the new 2017 tax year. And again, assessed value for this 2017 year should be at or near 100% of fair market value.

22. Additional damages would be determined by the redemption value of the tax sale certificate #05-040 plus costs and fees, inclusive of attorney fees and engineering costs that were incurred in reasonable reliance upon FWM's title right. These include all the attachments and receipts at **Exh. I** which total the sum of \$19,325, plus redemption of TSC #05-040 at the rate calculated by the tax collector (which was \$31,227 approximately 2 months ago but which has incurred interest since that time, see **Exh. J**) plus attorney fees for this litigation of \$11,000 to date.

I hereby certify that the above-statements made by me are true. I am aware that if any such statement is willfully false I am subject to punishment.


Rachel A. Bauman

12/13/2017

7

FILED

DEC 18 2010
SUPERIOR COURT
CLERK'S OFFICE

LAW OFFICES
HONIG & GREENBERG, L.L.C.
By: Adam D. Greenberg, Esquire
1949 Berlin Road
Suite 200
Cherry Hill, New Jersey 08003-3737
(856) 770-0990
Attorneys for Plaintiff

PLAINTIFF, CRUSADER SERVICING CORPORATION	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION OCEAN COUNTY
vs.	DOCKET NO: F-12750-08
Defendants, KEDMA I, INC.; STATE OF NEW JERSEY;	CIVIL ACTION
	FINAL JUDGMENT OF TAX SALE CERTIFICATE FORECLOSURE

THIS MATTER being opened to the Court to foreclose the right and equity of redemption of the defendants and to confirm in the plaintiff fee simple title in and to the premises described herein; and it appearing that Defendants in this action have received notice of the amount, time and place fixed for redemption of the property from tax sale and that no redemption has been made, as provided by an Order of this Court,

It IS on this 13th day of December 2010, Ordered and Adjudged that

1. Defendants, KEDMA I, INC.; STATE OF NEW JERSEY; and any and all persons claiming by, from or under any of the, stand absolutely debarred and foreclosed of and from all right and equity of redemption of, in and to the lands and premises and every part thereof, more particularly described as Block 190 Lot

DMW 2010

RECORDED
INDEXED
20101022
OCEAN COUNTY
CLERK'S OFFICE
1451 PM
DEC 18 2010

A

58.13 on the tax duplicate of the Township of Lakewood, County of Ocean and State of New Jersey, and commonly known as Shemen Street, and that an absolute and indefeasible estate of inheritance in fee simple to the lands and premises is vested in CRUSADER SERVICING CORPORATION;

2. This action forecloses the right of redemption concerning tax sale certificate #05-040 which is recorded in the Office of the County Clerk/Register in Mortgage Book 13013 at Page 136 (Instrument # 2006012039);

3. Plaintiff shall recover against Defendants or anyone holding under them possession of the premises with the appurtenances, and a Writ of Possession shall issue thereon, except that this judgment shall not affect the rights of any person protected by the New Jersey Tenant Anti-Eviction Act (N.J.S. 2A:18-61.1 et. seq.).

Respectfully recommended
R 1:34-B OFFICE OF FORECLOSURE

Mary C. Jacobson, P.J.Ch.
MARY C. JACOBSON, P.J.Ch.

Hon. Mary C. Jacobson, P.J.Ch.

COURT SEAL:



I, Jennifer M. Perez, Esq., Acting Clerk of the Superior Court of New Jersey, the same being a Court of Record, do hereby certify that the foregoing is a true copy of the FINAL JUDGEMENT now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Trenton, this 25th day of December, Two Thousand and Ten.

Jennifer M. Perez
JENNIFER M. PEREZ, ESQ.
Acting Clerk of Superior Court

COUNTY OF OCEAN	
CONSIDERATION	3,000
REALTY TRANSFER FEE	12
DATE	10/8/14

Prepared by: Robert W. Kasper, Esquire

QUITCLAIM DEED

This Deed is made on the 3rd day of October, 2014.

BETWEEN Crusader Servicing Corp.

whose address is 752 Montgomery Avenue, Hightstown, PA 19072, referred to as the Grantor.

AND

Flowing White Milk, LLC
whose address is P.O. Box 924, Jackson, NJ 08527-0924, 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 Three Thousand Dollars (\$3,000.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Township of Lakewood, County of Ocean and State of New Jersey, Block No. 190 Lot No. 38.13.



No property tax identification number is available on the date of this deed. (Check box if applicable.)

Being the same land and premises which became vested in the Grantor by Final Judgment in Tax Foreclosure entered on the 13th day of December, 2010, and recorded in the Clerk's office of Ocean County on January 31, 2011 at Instrument No. 2011010632, Deed Book 14811, Page 1349.

Property. The property consists of the land and all the buildings and structures on the land, commonly known as Shimen Street, Lakewood, Ocean County, New Jersey.

Promises by Grantor. This is a "Quitclaim Deed". Grantor is conveying to Grantee whatever rights Grantor may have in the subject premises. Specifically, Grantor is making no covenants or representations of any kind concerning claims of others against this property or the quality or ownership it possesses.

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

Crusader Servicing Corp.

By:
Michael Thompson, Director

Dated: October 3rd, 2014

COMMONWEALTH OF PENNSYLVANIA

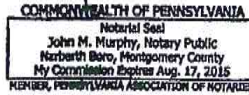
COUNTY OF MONTGOMERY

SS:

I CERTIFY that on October 3rd, 2014, Michael Thompson personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is a Director of the Grantor herein, and personally signed this Deed;
- (b) was authorized to by the Grantor to sign, seal and deliver this Deed as the act and deed of the said Grantor; and
- (c) made this Deed for \$3,000.00 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. 46:15-3.)

Notary Public



RER
Flowing White Milk, LLC
P.O. Box 924
JACKSON, NJ 08527-0924

B7

ENTERED ON ACMS

LAW OFFICES
HONIG & GREENBERG, L.L.C.
By: Adam D. Greenberg, Esquire
One Echelon Plaza
227 Laurel Road
Suite 100
Voorhees, New Jersey 08043-8303
(856) 770-0990
Attorneys for Plaintiff

CRUSADER SERVICING CORPORATION
Plaintiff,
vs.
KEDMA I, INC.;
Defendant,

FILED
SUPERIOR COURT
NEW JERSEY
MAR 31 2008

CK 13900 20
PAID
APR - 1 2008

SUPERIOR COURT OF N.J.
GENERAL EQUITY UNIT

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
OCEAN COUNTY

DOCKET NO. F 10750-08

CIVIL ACTION

COMPLAINT FOR FORECLOSURE
OF TAX SALE CERTIFICATE(S) CCR OFF

The plaintiff, by way of Complaint, says:

1. This is a foreclosure proceeding and the intention of this complaint is to make the Plaintiff the owner of the real property ("property") described in this complaint.
2. The reason this complaint is filed is because there are unpaid municipal liens such as taxes, water, sewer, or otherwise, concerning the property.
3. This complaint seeks to terminate, eliminate, and end all of the rights which any of the Defendants have in or to the property.
4. If final judgment is entered in this foreclosure, the Plaintiff will seek possession of the property, which means that current occupants or tenants may be evicted or removed from the property.

5. The Plaintiff is the holder of the Tax Sale Certificate(s) which affect the property, and the details of these certificate(s) is/are set forth later in this complaint.

6. The required time period(s) have elapsed since the tax sale(s) was held and redemption, also known as repayment, has not taken place.

7. There is due on the certificate(s) the amount of the tax sale, together with subsequent liens, permitted charges, and interest as allowed by law.

8. All municipal liens against the property have been paid to the time of the filing of this complaint and/or Plaintiff is ready and willing to pay all municipal liens against the property up to and including the filing of this complaint.

9. Any claim or interest which any of the Defendants named in this complaint may have in the property is junior and subject to Plaintiff's tax sale certificate(s).

10. Any Defendant who is not the owner of the property his/her heirs, the holder of a mortgage or prior tax sale certificate, or occupant having a lawful right in the property, is specifically alleged not to have the right to redeem the property from tax sale, and Plaintiff seeks judgment determining same.

11. If any Defendant has the lawful right to redeem (pay the delinquent municipal liens), they must do so in accordance with Tax Sale Law, N.J.S. 54:-1 et. seq.

12. During the course of this action, Plaintiff may pay additional municipal liens that have accrued on said lands after the tax sale(s), in which case Plaintiff will be entitled to collect the amount(s) paid plus interest thereon at the rate(s) permitted by law and will become a part of the amount required to redeem the property from tax sale.

13. Upon the entry of judgment, the plaintiff will be entitled to possession of the property and demands judgment for such possession. If necessary, Plaintiff will apply for a Writ of Possession which will direct the County Sheriff to evict or remove the occupants of the property.

14. At a sale(s) of lands for unpaid municipal liens (tax sale) held by the tax collector of the municipality, the property was sold, in fee simple and subject to redemption, and a tax sale certificate(s) was issued setting forth the details of that sale(s).

15. After the said sale(s), the tax collector made, executed, land delivered to the purchaser a tax sale certificate(s), which certificate(s) was duly recorded in the Office of the Clerk/Register in the County where the property is located.

16. The details of the tax sale(s), the real property, and the tax sale certificate(s), as well as the purchaser of the certificate(s) and current holder by assignment, if applicable, are set forth on a Schedule(s) attached to this complaint and which is incorporated here as if repeated at length.

17. The record owner(s) of the lands and premises is Kedma I, Inc. and such owner(s) is/are named as proper party defendant(s) to this action to foreclose his/her/their/its interest, and that of his/her/their/its successors, in the land and premises described in this Count of the Complaint.

WHEREFORE, plaintiff demands judgment as follows:

A. Determining how much is required to redeem (repay) the tax sale certificate(s), including interest and costs, and determining if necessary who has the right to redeem the property;

B. Setting a final date by which the tax sale certificate(s) must be redeemed;

C. If redemption (repayment) is not made, entering a judgment which makes the Plaintiff the owner of the property free and clear of any and all claims of all of the defendants and all persons claiming by, through or under them, and barring and foreclosing all equity and right of redemption which any of the defendants may have or claim to have in the property described in this complaint;

D. Directing that Plaintiff be vested with an absolute and indefeasible estate of inheritance in fee simple (ownership) in said lands and premises.

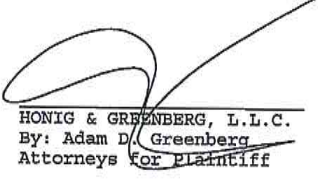
E. If the United States of America is a defendant, Plaintiff demands that a judgment be entered determining the amount due Plaintiff and that an execution be issued therefor directing a judicial sale of the lands and premises and that the successful purchaser at such sale be bested with title to the premises.

F. That Plaintiff be entitled to possession of the property from the defendants, together with all deeds, papers and writings in the defendants, together with all deeds, papers and writings in the defendants' custody, and if necessary directing the eviction or removal of the defendants by the County Sheriff.

Pursuant to R.4:5-1, the undersigned hereby certifies that, to the best of information available, the matter in controversy in this action is not presently the subject of any other pending or contemplated action or proceeding.

In accordance with Rule 4:5-1(b)(2), I hereby certify that pursuant to Rule 4:64-1(a), prior to filing the within complaint, I have caused a title search of the public record to be made for the purpose of identifying any lien holders or other persons or entities with an interest in the property that is the subject of this foreclosure.

Dated: March 25, 2008



HONIG & GREENBERG, L.L.C.
By: Adam D. Greenberg
Attorneys for Plaintiff

SCHEDULE TO FORECLOSURE COMPLAINT
CRUSADER SERVICING CORPORATION vs. KEDMA I, INC., ET ALS

=====

Property Information

Address: Shemen Street
Block: 190
Lot: 58.13
Municipality: Township of Lakewood
County: Ocean

Last deed of record dated August 20, 2002
Last deed recorded: September 12, 2002
Deed Book: 10996 at Page 647
Grantor: Dan S. Brandenburg, Executor of the Estate of Rita
Brandenburg, Deceased and Dan S. Brandenburg, Executor of the
Estate of Boruch Brandenburg, Deceased
Grantee: Kedma I, Inc.

Tax sale and certificate information

Certificate number: 05-040
Date of sale: December 12, 2005
Sale price: \$2,812.26
Interest rate for redemption: eighteen percent 18%
Date of certificate: December 16, 2005.
Purchaser: Crusader Servicing Corporation
Recording date: January 24, 2006
Mortgage Book: 13013 at Page 136 (Instr # 2006012039)

LAW OFFICES
HONIG & GREENBERG, L.L.C.
BY: Adam D. Greenberg, Esq.
1949 Berlin Road
Suite 200
Cherry Hill, New Jersey 08003
(856) 770-0990
Attorneys for Plaintiff

FILED
DEC 19 2010
SUPERIOR COURT
CLERK'S OFFICE

CRUSADER SERVICING CORPORATION, Plaintiff, vs. KEDMA I, INC., ET ALS, Defendant,	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION OCEAN COUNTY DOCKET NO. F-12750-08 CIVIL ACTION TAX COLLECTOR CERTIFICATION OF NON-REDEMPTION Deadline: October 25, 2010
--	--

Patricia Tomassini, of full age, certifies as follows:

1. I am the Collector of Taxes of the Township of Lakewood in the County of Ocean, and State of New Jersey. I am authorized to make this certification.
2. I was served with a copy of the Order Fixing Amount, Time and Place for Redemption which relates to the following property: Shemen Street, Tax Block 190, Lot 58.13. The Plaintiff is foreclosing on the following tax sale certificates: 05-040.
3. I was present at the Office of the Tax Collector on October 25, 2010, between the hours of nine o'clock in the forenoon and four o'clock in the afternoon, to receive from any defendant payment of the amounts required to redeem the tax sale certificate(s) as provided by said Order.

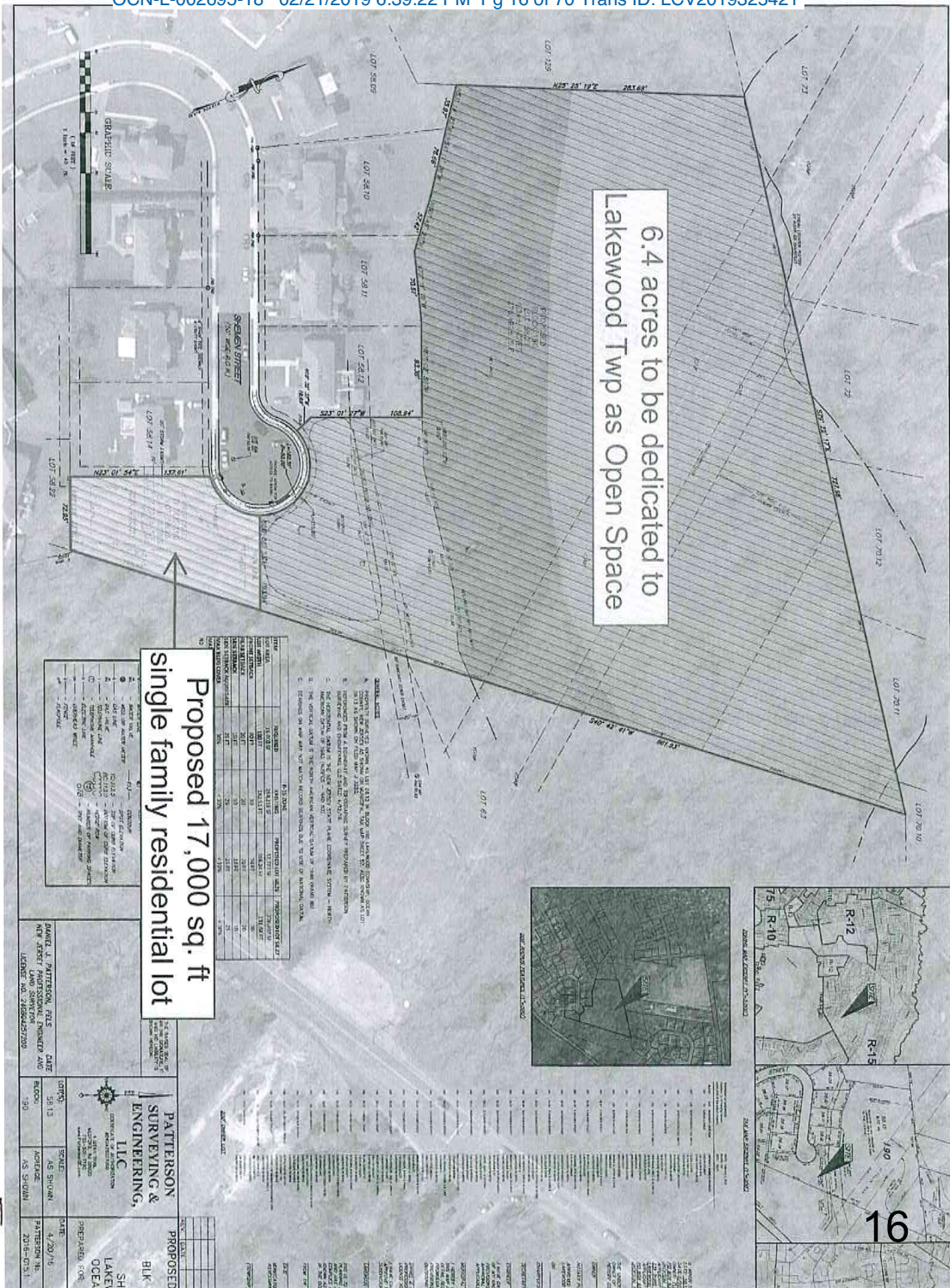
D 14

4. None of the said defendants, nor anyone appearing on their behalf, appeared at said time and place, and neither said defendants, nor any person or persons appearing in their behalf, paid or offered to pay to me on behalf of the plaintiff, the sums of money mentioned in said order, nor any part thereof, at the time and place aforesaid, or at any other time and place, and the lands described in said tax sale certificate(s) have not been redeemed from the lien(s) thereof.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: *Oct 28, 2012*

Patricia Tomassini
Patricia Tomassini, C.T.C.
Office of the Tax Collector
Township of Lakewood *6/2*



07/24/2005 13 1-732-985-8112

LAKEWOOD INSPEC

PAGE 81

28 3322

**LAKEWOOD TOWNSHIP BOARD OF ADJUSTMENT
RESOLUTION OF APPROVAL OF A SPECIAL PERMIT, MAJOR SUBDIVISION,
AND PRELIMINARY AND FINAL SITE PLAN**

RE: APPEAL NO. 3322
MARCH 4, 2002

WHEREAS, Kedma I, inc., whose address is 207 Carey Street, Lakewood, New Jersey 08701, (the "Applicant"), proposes to subdivide 8 lots into 25 new building lots and requesting A special permit for a reduction in lot area and lot width pursuant to Section 18-17.6 and 18-20.6 of the Ordinance, (the "Project") at premises known and designated as Lots 58,59,60, 1,146, 147, 148 & 149 in Block 190 as shown on the official tax map of the Township of Lakewood, Ocean County, New Jersey, also commonly referred to Ridge Avenue, (the "Project Site"), which is situated in the R-15 (Single Family Residential) Zone, under the Zoning Ordinance of the Township of Lakewood (the "Zoning Ordinance"); and

WHEREAS, the provisions of Section 18-17.6 and 18-20.6 of the Zoning Ordinance will permit a reduction in the lot area and lot width if there is an exchange of open space to be dedication for recreational purposes and it must accessible to the public; and

WHEREAS, the Applicant is proposing a minimum lot area of 12,750 square feet where 15,000 square feet is required by the Ordinance and a 90 feet minimum lot width where 100 feet is required by the Ordinance; and

WHEREAS, the Applicant has applied to the Lakewood Board of Adjustment, (the "Board") for a special permit for the Project pursuant to Section 18-17.6 and 18-20.6, (the "Application"); and

WHEREAS, the Application was assigned Appeal No. 3322, and duly scheduled for public hearing; and

WHEREAS, the Applicant has filed with the Board adequate proof of service and publication pursuant to N.J.S.A. 40:55D-12(h) which established that adequate notice of the hearing on the Application has been given as required by N.J.S.A. 40:55D-12; and

WHEREAS, the Board conducted a public hearing on the Application on February 4, 2002, (the "Hearing") at which time all interested persons were given full opportunity to be heard on the Application; and

WHEREAS, during the hearings the applicant was represented by Abraham Penzer, Esq. and presented sworn/affirmed testimony of Abaron Rottenberg on behalf of the applicant and the applicant's engineer, Brian Flannery, P.E., P.F., who presented engineering and planning testimony as well as the site plan and various supplemental plans indicating the proposal for the site; and

WHEREAS, there were objectors and/or other interested citizens that testified in this matter; and

WHEREAS, the Board expressed its concerns as to the site which resulted in the applicant making significant revisions and changes; and

WHEREAS, the Board did consider the reports submitted by its professionals including a review dated January 31, 2002 by Birdsall Engineering, Inc. executed by James A. Priolo, P.E., P.F., C.M.E., as well as the report and comments of the Zoning Officer David Simpson; and

WHEREAS, based upon the evidence submitted and the testimony given the Board makes the following findings of fact and law:

1. The premises in question is located on the R-15 Zone on the westerly side of Ridge.
2. The provisions of Section 18-17.6 and 18-20.6 of the Zoning Ordinance permit a reduction in the lot area and lot width if there is an exchange of open space to be dedication for recreational purposes and it must accessible to the public and the Applicant is proposing a minimum lot area of 12,750 square feet where 15,000 square feet is required by the Ordinance and a 90 feet minimum lot width where 100 feet is required by the Ordinance.
3. Mr. Penzer represented to the Board that although the provisions of Section 18-20.6 provide that the Lakewood Planning Board shall provide the Zoning Board with comments as to an application for Special Permit pursuant to Section 18-17.6 and 18-20.6, the Municipal Land Use Law, as revised, does not require such an action and that it is the position of the Board

1

ABADI

F 17

07/24/2005 13

1-732-985-8112

LAKESWOOD INSPECT

PAGE 02

over the years to accept that an application such as this need not be referred to the Planning Board for comment.

4. The Applicant agreed to dedicate to Lakewood Township as open space the lot containing the detention basin and adjacent wetland areas as well as lot 14 which is also to not to be cleared.

5. The applicant is not seeking any variances, rather he is seeking a Special Permit pursuant to Section 18-17.6 and 18-20.6 of the Ordinance as defined above.

6. The Board further finds that the Special Permit sought can be granted for the following reasons:

(a) The Applicant is dedicating more land to the Lakewood Township for Open Space than required by the Ordinance and therefore has complied with the intent and purpose of Section 18-17.6 and 18-20.6.

(b) The Applicant agreed to include a 10-foot wide conservation easement along the rear yard setback lines in areas where no clearing is indicated on the plans.

(c) The Applicant agreed to retain the services of a forester to identify specimen trees for preservation.

(d) For the reasons given, including the strong public purpose of dedicating Open Space for preservation the Special Permit sought may be granted. The granting of this Special Permit does not do substantial detriment to the zone plan or public good and in fact is consistent with the intent and purpose of the zoning ordinance.

7. The site plan that was submitted is consistent with the zoning ordinances of the Township of Lakewood, except as herein provided, and will provide for the improvement of the site and the furtherance of the goals of the Master Plan and the provisions of the zoning ordinance. Thus the preliminary and final site plan approval sought may be granted.

NOW, THEREFORE, be it resolved by the Zoning Board of Adjustment of the Township of Lakewood on this Fourth day of March, 2002 that it FINDS, CONCLUDES AND DETERMINES that the Applicant has demonstrated that the Application complies with the provisions of Section 18-17.6 and 18-20.6 of the Zoning Ordinance. Therefore the Special Permit is approved. This approval is based upon the following express conditions:

1. Applicant shall comply with the letter of James Priolo, the Board Engineer and Planner dated January 31, 2002, which are hereby incorporated into this resolution.

2. The Applicant shall dedicate all of the property as shown on the site plan submitted as well as lot 14 also depicted on the site plan to Lakewood Township for Open Spaces

3. The Applicant shall provide for thirty foot wide paved cart ways.

4. Prior to the issuance of any building permit for the Project, the Applicant shall obtain any and all permits and approvals for the Project required to be issued by any and all Federal, State, County or Township agencies or bodies having jurisdiction over the Project and the Project Site under law, ("Other Approvals").

5. In the event that the Applicant shall object to any of the foregoing conditions and subsequently appeal therefrom, R.4:69(a) shall not bar or apply to the filing of such appeal, provided however, that the Applicant shall first apply to this Board for relief from such condition.

This resolution is adopted by the Zoning Board of Adjustment of the Township of Lakewood pursuant to N.J.S.A. 40:55D-10g(2) to memorialize the vote of the Board on the application taken on February 4, 2002.

07/24/2005 11

1-732-985-8112

LAKEWOOD INSPEC.

PAGE 03




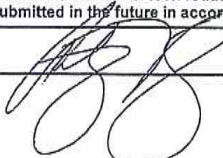
MOVED BY: Mr. Patrick
SECONDED BY: Mrs. Weinstein
VOTING IN THE AFFIRMATIVE: Messrs Patrick, Sernotti, Rozier, and D'Andrea and
Mrs. Ballesteros and Mrs. Weinstein
VOTING IN THE NEGATIVE: None
INELIGIBLE TO VOTE: None
ABSTAINING: None
ABSENT: Mrs. Indik and Mr. Rieder

CERTIFICATION

The foregoing is a true copy of the Resolution adopted by the Board of Adjustment of the Township of Lakewood at its meeting of February 4, 2002.


FRANCINE SIEGEL, SECRETARY
LAKEWOODTOWNSHIP BOARD OF
ADJUSTMENT

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule</i> 4:5-1 Pleading will be rejected for filing, under <i>Rule</i> 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed		FOR USE BY CLERK'S OFFICE ONLY PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO.: AMOUNT: OVERPAYMENT: BATCH NUMBER:	
	ATTORNEY / PRO SE NAME Anthony L. Velasquez, Esq.		TELEPHONE NUMBER (732) 903-1966	
	FIRM NAME (if applicable) Anthony L. Velasquez, Esq.		COUNTY OF VENUE Ocean	
	OFFICE ADDRESS 575 Route 70, 2nd Floor PO Box 1030 Brick, NJ 08723		DOCKET NUMBER (when available) 21040-17 DOCUMENT TYPE Complaint JURY DEMAND <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
NAME OF PARTY (e.g., John Doe, Plaintiff) Flowing White Milk, LLC		CAPTION Flowing White Milk, LLC v. Township of Lakewood		
CASE TYPE NUMBER (See reverse side for listing) 399-Quiet Title		HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.				
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION				
				
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION:		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule</i> 1:38-7(b).				
ATTORNEY SIGNATURE:  4/5/17				

ANTHONY L. VELASQUEZ, ESQ.
N.J. Attorney #021651997
575 Route 70, 2nd Floor; P.O. Box 1030
Brick, NJ 08723
(t) 732-903-1966; (f) 732-416-7861
Attorney for Plaintiff



FLOWING WHITE MILK, LLC,	:	SUPERIOR COURT OF NEW JERSEY
	:	OCEAN COUNTY
Plaintiff,	:	LAW DIVISION
	:	
v.	:	Docket No.:
	:	
TOWNSHIP OF LAKEWOOD,	:	
	:	
Defendant.	:	VERIFIED COMPLAINT
	:	TO QUIET TITLE
	:	

21040-17

COUNT ONE

1. Plaintiff FLOWING WHITE MILK, LLC (hereafter "FWM"), is a limited liability company organized and formatted under the laws of the State of New Jersey. Its mailing address is P.O. Box 924, Jackson, NJ, 08527.
2. Defendant TOWNSHIP OF LAKEWOOD (Lakewood") is a municipal entity located within Ocean County and organized in accordance with NJ law, and specifically Chapter 63 of Title 40A of the New Jersey Statutes. It has taxing authority, and it exercises oversight and authority regarding land use of properties located within its jurisdiction.
3. The Subject Property of this litigation is located within the Township of Lakewood at Block 190, Lot 58.13, at the terminus of Shemen Street (the "Property"). It is vacant land comprised of approximately 6.75 acres, and it includes a detention basin.
4. The Property was created by the filing of a map with the Lakewood Township Zoning Board of Adjustment Appeal #3322 in the year 2002, whereby the applicant purportedly dedicated the lot to Lakewood (the "#3322 Dedication"). In fact, the Lakewood Zoning Board of Adjustment found that the applicant was dedicating more land to Lakewood with the #3322 Dedication than required by ordinance, as stated in the Resolution for Approval.
5. To date, Lakewood has never acted to "accept" the #3322 Dedication of the Property.
6. To date, such alleged dedication has not been incorporated into or set forth on any official map of the Township of Lakewood as required.

7. To the contrary, Lakewood placed a tax assessment upon the Property and then sold a tax sale certificate (#05-040) at public sale in 2005.
8. The buyer of tax sale certificate #050-040 Crusader Servicing Corporation ("Crusader"), paid subsequent taxes and then foreclosed upon the Property after 2 years. Crusader obtained Final Judgment at docket number F-12750-08 on December 13, 2010. This Final Judgment was recorded with the Ocean County Clerk's Office on January 31, 2011, at Book 14811, Page 1349.
9. In accordance with *N.J.S.A.* 54:5-86, -87, -89.1 and other pertinent statutes within the NJ Tax Sale Law, *N.J.S.A.* 54:5-1 et seq., the Final Judgment forms ownership title in fee simple absolute.
10. Four years after entry of Final Judgment, Crusader sold the Property to the Plaintiff FWM by way of Deed dated October 3, 2014, and recorded on October 3, 2014, in the Ocean County Clerk's Office at Book 15913, Page 1085.
11. FWM is now the record owner of the subject Property.
12. In 2016, FWM filed a land use application with the Township of Lakewood Planning Board for a minor subdivision on the Property.
13. During the course of review, a third party objected and argued that the Planning Board lacked jurisdiction to hear FWM's land use application based upon the prior #3322 Dedication of the Property to Lakewood.
14. In December, 2016, the Planning Board denied the application without prejudice and adopted a Resolution of denial based on "jurisdictional issues" due to the #3322 Dedication.
15. To the extent that the denial was based on an argument that the "dedication" prohibits FWM's use and/ or development of the Property, this constitutes a challenge and/ or slander of FWM's title.
16. Plaintiff FWM brings this action to quiet title to the Property and specifically to extinguish any claim from, or by, any party that the Property remains subject to a dedication or any ownership, encumbrance or title interest beyond that of Plaintiff's ownership interest.

WHEREFORE, Plaintiff FWM seeks judgment of the Court declaring that the Property located in the Township of Lakewood at Block 190, Lot 58.13 is not subject to the #3322 dedication to the public and/ or Township of Lakewood, and that FWM stands in and with full rights, benefits and entitlements of fee simple absolute ownership of such Property, along with such other relief as this Court deems equitable and just.

COUNT TWO

17. Plaintiff FWM hereby incorporates by reference all paragraphs above, as if reproduced here at length.

18. Plaintiff, by virtue of the Final Judgment in tax foreclosure based upon tax sale certificate #05-040 and the subsequent Deed recorded with the Ocean County Clerk's Office, which forms its own title interest in and to the subject Property, FWM is the owner of the Property.

19. Any contrary claim, entitlement, encroachment, or limitation to Plaintiff's title to the Property, inclusive of any claim or interest alleged to be derived by, through or under the former #3322 Dedication, results in a slander of title.

20. Any contrary claim, entitlement, encroachment, or limitation to Plaintiff's title to the Property, inclusive of any claim or interest alleged to be derived by, through or under the former #3322 Dedication, results in substantial and extreme monetary damages and compensatory damages to Plaintiff FWM inclusive of damages, lost principal, interest, fees, costs, attorney fees and opportunity costs.

21. Any contrary claim, entitlement, encroachment, or limitation to Plaintiff's title to the Property, inclusive of any claim or interest alleged to be derived by, through or under the former #3322 Dedication, entitles Plaintiff FWM to punitive damages for wrongful, fraudulent and/ or illegal actions.

WHEREFORE, Plaintiff FWM seeks judgment of the Court declaring that the Property located in the Township of Lakewood at Block 190, Lot 58.13 is not subject to the #3322 Dedication to the public and/ or Township of Lakewood, and that FWM stands in and with full rights, benefits and entitlements of fee simple absolute ownership of such Property, in addition to compensatory damages, punitive damages, and other relief as this Court deems equitable and just.

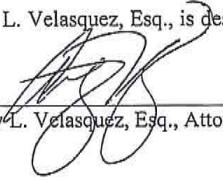
Date: 4/5/2017


Anthony L. Velasquez, Esq., Attorney for Plaintiff

TRIAL COUNSEL DESIGNATION

Pursuant to Rule 4:25-4, Anthony L. Velasquez, Esq., is designated as trial counsel on behalf of the Plaintiff.

Date: 4/5/2017


Anthony L. Velasquez, Esq., Attorney for Plaintiff

CERTIFICATIONS PURSUANT TO RULES 4:5-1, 1:38-7 AND 1:4-8(a)

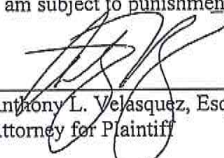
I hereby certify that the within matter in controversy is not the subject of any other action pending in any other court or of a pending arbitration proceeding. There are no other known parties who should be joined in this action at this time.

I also certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

I also certify that this Complaint comports with the requirements of Rule 1:4-8(a).

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: 4/5/2017

By: 
Anthony L. Velasquez, Esq.
Attorney for Plaintiff

PLAINTIFF VERIFICATION

State of New Jersey :
County of Ocean : ss:

I, Rachel A. Bauman, hereby certify, verify and affirm as follows:

1. I am the Managing Member of the named Plaintiff FLOWING WHITE MILK, LLC, in this matter. I have personal knowledge of the facts set forth above.
2. I certify that the allegations, statements and any exhibits as set forth in and attached to this Verified Complaint are true to the best of my knowledge and belief.
3. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: 4/5/2017


Rachel A. Bauman, Managing Member
Flowing White Milk, LLC

Sworn to and subscribed to before me this
5th day of April, 2017.


Notary Public

JAIME L. RAFFERTEDER
NOTARY PUBLIC OF NEW JERSEY
ID # 50008614
My Commission Expires 11/26/2019

2017-35

**AN ORDINANCE OF THE TOWNSHIP OF LAKEWOOD,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
ACCEPTING THE DEDICATION OF PROPERTY KNOWN
AS BLOCK 190, LOT 58.13.**

Purpose. The purpose of this Ordinance is to have land previously dedicated to the Township of Lakewood to be formally accepted by the Township.

WHEREAS, KEDMA I, Inc. had been the owner of certain lands and premises in the Township of Lakewood, County of Ocean, State of New Jersey, known as Lots 58, 59, 60, 61, 146, 147, 148 and 149 in Block 190 on the Tax Map of the Township of Lakewood; and

WHEREAS, KEDMA I, Inc. made an application to the Lakewood Township Board of Adjustment on February 4, 2002 for a special permit, a major subdivision and preliminary and final site plan approval for the aforesaid properties; and

WHEREAS, the Lakewood Township Board of Adjustment approved the special permit, major subdivision and preliminary and final site plan approval on the application by KEDMA I, Inc. on March 4, 2002; and

WHEREAS, KEDMA I, Inc. agreed to dedicate to Lakewood Township as open space a lot containing a detention basin and adjacent wetlands; and

WHEREAS, pursuant to the granting of the final approval, a final plot was filed in the Ocean County Clerk's Office with the specific notation that Block 190, Lot 58.13 was dedicated to the Township of Lakewood with a blanket utility easement to the Lakewood Township Municipal Utilities Authority; and

WHEREAS, KEDMA I, Inc. never formally finalized the dedication of the land to the Township by way of execution of a deed; and

WHEREAS, there is no time bar for the Township to accept the dedication of the land and the Township has determined in the interest of justice to accept the dedication of this parcel.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Lakewood, County of Ocean, State of New Jersey, as follows:

SECTION 1. The Township Committee of the Township of Lakewood hereby accepts the dedication of Lot 58.13, Block 190 from KEDMA I, Inc. as more specifically and particularly described on the final plot Lots 58, 59, 60, 61, 147, 148 and 149 in Block 190 previously filed with the Ocean County Clerk on March 20, 2003 as file no.:

2003059635 in Book 2000, Page 719, the particulars of which are made a part hereof as though fully set forth at length herein.

SECTION 2. This Ordinance shall take effect immediately upon final passage and publication as required by law.

SECTION 3. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 4. If the provisions of any section, subsection, paragraph, subdivision or clause of this Ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this Ordinance.

NOTICE

PUBLIC NOTICE is hereby given that the foregoing Ordinance was introduced at a meeting of the Township Committee of the Township of Lakewood, in the County of Ocean and State of New Jersey on the **31st day of August, 2017**, and was then read for the first time. The said Ordinance will be further considered for final passage by the Township Committee in the Town Hall at 7:30 p.m. on **September 14, 2017**. At such time and place or any time or place to which said meeting may be adjourned, all persons interested will be given an opportunity to be heard concerning said ordinance.


Kathryn Hutchinson, RMC
Township Clerk

Edward A. Patalono	950 Survey	Pinerock	
	250		
Planitbydeisgn	2500 Building Plans	Pinerock	
New Lines	750	Pinerock	
New Lines	2000	Ike cc	
Patterson	1800	Pinerock	
Gentex	500 Permits	Land Barron	
Nexgen	5000	Ike	
Nexgen	3175	chatz	escrow fees etc
Flannery	1200	ike	
Flannery	1200	Ike	Rcahel Bauman chk
TOTAL	19325		

I

2360 LAKEWOOD RD #J-145
TOMS RIVER, NJ
08755
epalano1@netzero.com
(732) 771 4749

E.P.A

LAND DEVELOPMENT CONSULTING CO.
SITE ANALYSIS- SOIL ANALYSIS- ENGINEERING-PLANNING-SURVEYING
SANITARY DISPOSAL SYSTEMS -WETLAND ANALYSIS

TO: FLOWING WHITE MILK, LLC
POB 924
JACKSON, NJ 08527

REF: SURVEY PLOT PLAN
LOT 58.13, BLOCK 190
LAKEWOOD TOWNSHIP TOWNSHIP
OCEAN COUNTY, NEW JERSEY

DATE: NOV 10, 2014

INVOICE 2141110

PROFESSIONAL SERVICES RENDERED

LOT 58.13 BK 190
SHEMEN STREET
LAKEWOOD TWP, NEW JERSEY

PLOT PLAN, SURVEY

LUMP SUM----- \$950.00

AMOUNT DUE-----\$950.00

PLEASE MAKE CHECK TO

Edward A. Patalano
MAIL TO 21 DAVENPORT RD WEST, TOMS
RIVER, NJ 08757

3360 LAKEWOOD RD #3-185
TOMS RIVER, NJ
08755
epalano1@netcero.com
(732) 771 4749

E.P.A

LAND DEVELOPMENT CONSULTING CO.
SITE ANALYSIS- SOIL ANALYSIS- ENGINEERING-PLANNING-SURVEYING
SANITARY DISPOSAL SYSTEMS-WETLAND ANALYSIS

TO: FLOWING WHITE MILK. LLC
POB 924
JACKSON, NJ 08527

REF: SURVEY PLOT PLAN
LOT 58.13, BLOCK 190
LAKEWOOD TOWNSHIP TOWNSHIP
OCEAN COUNTY, NEW JERSEY

DATE: JULY 27, 2015

INVOICE 2150715

PROFESSIONAL SERVICES RENDERED

LOT 58.13 BK 190
SHEMEN STREET
LAKEWOOD TWP. NEW JERSEY

REVISED GRADING
ADDED EASEMENTS AND ADJUSTMENTS AS PER TWP ENGINEER

LUMP SUM----- **\$250.00**

AMOUNT DUE-----**\$250.00**

PLEASE MAKE CHECK TO
Edward A. Patalano
MAIL TO 21 DAVENPORT RD WEST, TOMS
RIVER, NJ 08757



315 East 7th Street
Lakewood NJ 08701

Phone 732 534 4198
Fax 732 901 0115

INVOICE

January 5, 2015

Submitted to:

Flowing White Milk. LLC
POB 924
Jackson, NJ 08527

Description of services:

Architectural Drawings for New Residence @ Shemen St. Lot 58.13 Block 190 Lakewood, NJ \$2,500

Total Amount Due: **\$2500.00**

THANK YOU FOR YOUR BUSINESS!



916 EAST COUNDRY DRIVE SUITE 100
 FARGO, ND 58103 • P 701.786.1001
 info@newlines.com

Invoice

Date: 2/1/2016

Invoice #: 1106

Terms: Due on receipt

Bill To

PAID
02/01/2016

Project	Block	Lot
16024 - 19/19A Shemem Ct	190	58.13

Description	Proposal Amount	Prior Amount	Current Amount
Deposit	2,000.00		2,000.00
Prior to plans being submitted to Lakewood Township Planning Board	1,000.00		0.00
Prior to plans being submitted for signatures	1,000.00		0.00
Total			\$2,000.00
Payments/Credits			-\$2,000.00
Balance Due			\$0.00

INVOICE				
FROM: Daniel J. Patterson, P.E.L.S. Patterson Surveying & Engineering, LLC 4 Utah Trail Medford, NJ 08055		<div style="border: 2px solid black; padding: 10px; display: inline-block; font-size: 24px; font-weight: bold;">PAID</div>		
CLIENT: FLOWING WHITE MILK, LLC PO BOX 924 JACKSON, NJ 08257		INVOICE NUMBER: 1118 DATE: 4/15/2016 DUE DATE: 4/29/2016 BALANCE DUE: \$ <u>1,800.00</u>		
PROJECT	PSE #	QUANTITY	RATE	AMOUNT
BL190 L58.13 BOUNDARY TOPO & MINOR SUB	2016-015	1	1800	\$1,800.00
			SUBTOTAL	\$1,800.00
			TAX \$	-
			TOTAL \$	1,800.00
			AMOUNT PAID \$	-
TERMS: PLEASE PAY THIS INVOICE UPON RECEIPT. PAYMENT REQUIREMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH IN THE ORIGINAL CONTRACT.				
PATTERSON SURVEYING & ENGINEERING, LLC 4 UTAH TRAIL MEDFORD, NJ 08055 www.PattersonSE.com				

Brian Flannery
257 E. Pleasant Grove Rd
Jackson, NJ 08527

INVOICE

61101

Client:
Flowing White Milk, LLC
P.O. Box 924
Jackson, NJ 08527

Date: Nov 1, 2016

Due Date: Nov 21, 2016

Balance Due: \$ 1,200

Item	Quantity	Rate	Amount
Re: attend Lakewood Planning Board meeting November 1, 2016, application SD 2149, block 190, lot 58.13	1	\$ 1,200	\$ 1,200

Subtotal: \$ 1,200

Total: \$ 1,200

Brian Flannery
257 E. Pleasant Grove Rd
Jackson, NJ 08527

INVOICE

629

Client:

Flowing White Milk, LLC
P.O. Box 924
Jackson, NJ 08527

Date: Aug 2, 2016

Due Date: Aug 31, 2016

Balance Due: \$ 1,200

Item	Quantity	Rate	Amount
Re: Attend Lakewood Planning Board meeting, August 2, 2016, application SD 2149, block 190, lot58.13	1	\$ 1,200	\$ 1,200

Subtotal: \$ 1,200

Total: \$ 1,200

November 17, 2017
10:59 AMTOWNSHIP OF LAKEWOOD
Lien: Redemption Work Sheet - Certificate: 05-040

Page No: 1

Certificate: 05-040	Owner: FLOWING WHITE MILK LLC	Type of Lien: Outside
Prop Loc: SHEMEN STREET	Address: PO BOX 924	Interest Rate: 18.00
	JACKSON NJ 08527	Apr 2: N
		Premium: 0.00
Block/Lot/Qual: 190.	58.13	
Sale Date: 12/12/05	Holder Name: CRUSADER SERVICING CORPORATION	Holder Id: 1130
Redemption Calculation Date: 10/01/17	Address: 115 WEST AVENUE	
Include Current Charges: N	SUITE 300	
	JENKINTOWN, PA 19046	

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Tax	2,415.70	341.42	2,757.12
		Cost:	<u>55.14</u>
		Total Certificate:	2,812.26
#Days: 4249	Per Diem: 1.406130	Int on Cert:	5,974.65
	Redemption Penalty (2.00 %):		<u>56.25</u>
		Total:	8,843.16

SUBSEQUENT CHARGES:

Balance Type	Year	Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
Tax	2005	1	02/16/06	716.86	18.00	0.358430	4185	1,500.03	2,216.89
Tax	2005	2	02/16/06	689.68	18.00	0.344840	4185	1,443.16	2,132.84
Tax	2005	3	02/16/06	715.72	18.00	0.357860	4185	1,497.64	2,213.36
Tax	2005	4	02/16/06	686.35	18.00	0.343175	4185	1,436.19	2,122.54
Tax	2006	1	02/16/06	632.58	18.00	0.316290	4185	1,323.67	1,956.25
Tax	2006	2	05/18/06	632.88	18.00	0.316440	4093	1,295.19	1,928.07
Tax	2006	3	08/17/06	374.90	18.00	0.187450	4004	750.55	1,125.45
Tax	2006	4	12/04/06	378.06	18.00	0.189030	3897	736.65	1,114.71
Tax	2007	1	02/26/07	505.55	18.00	0.252775	3815	964.34	1,469.89
Tax	2007	2	05/17/07	502.55	18.00	0.251275	3734	938.26	1,440.81
Tax	2007	3	08/22/07	565.50	18.00	0.282750	3639	1,028.93	1,594.43
Tax	2007	4	12/11/07	570.52	18.00	0.285260	3530	1,006.97	1,577.49
Tax	2008	1	02/25/08	535.91	18.00	0.267955	3456	926.05	1,461.96
Total:				7,507.06				14,847.63	22,354.69

BALANCE TYPE SUMMARY:

	Certificate Total & Subseq. Prin/Penalty	Interest	Total
Certificate Tax	2,757.12	5,857.50	8,614.62
Subseq Tax	7,507.06	14,847.63	22,354.69
Total Tax	10,264.18	20,705.13	30,969.31
Certificate Cost	55.14	117.15	172.29

J 36

November 17, 2017
10:59 AM

TOWNSHIP OF LAKEWOOD
Lien Redemption Work Sheet - Certificate: 05-040

Page No: 2

LIEN REDEMPTION:

Principal:	10,319.32	
Redemption Penalty (2.00 %):	56.25	
Interest:	20,822.28	
Recording Fees:	<u>30.00</u>	
TOTAL REDEMPTION:	31,227.85	Total Per Diem: 5.159660

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
CHANGE OF REGISTERED AGENT CERTIFICATE**

FLOWING WHITE MILK LLC
0450119341

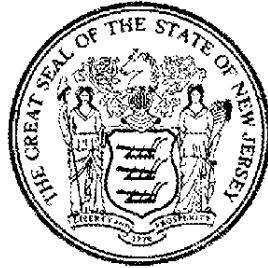
The Division of Revenue and Enterprise Services hereby affirms that the following change was submitted on 08/14/2017 for FLOWING WHITE MILK LLC.

Previous Registered Agent and Office

FLOWING WHITE MILK LLC
19 SUNSET RD
LAKEWOOD, NJ 08701

New Registered Agent and Office

FLOWING WHITE MILK LLC
22 Carasaljo Drive
LAKEWOOD, NJ 08701



Certificate Number : 2282439936
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/ISP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
14th day of August, 2017*

A handwritten signature in black ink, appearing to read "Ford M. Scudder".

*Ford M. Scudder
State Treasurer*

Exhibit G

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
CHANGE OF REGISTERED AGENT CERTIFICATE**

FLOWING WHITE MILK LLC
0450119341

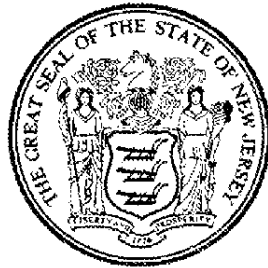
The Division of Revenue and Enterprise Services hereby affirms that the following change was submitted on 08/15/2018 for FLOWING WHITE MILK LLC.

Previous Registered Agent and Office

FLOWING WHITE MILK LLC
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701

New Registered Agent and Office

FLOWING WHITE MILK LLC
732 SOUTH LAKE DR
P.O. Box 131
LAKEWOOD, NJ 08701



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
15th day of August, 2018*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Certificate Number : 2350202990
Verify this certificate online at
https://www1.state.nj.us/TYTR/StandingCertJSP/Verify_Cert.jsp

Elizabeth Maher Muoio
State Treasurer

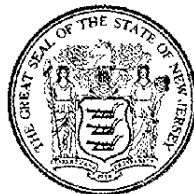
NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

FLOWING WHITE MILK LLC
0450119341

The above named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 11/14/2016 and was assigned identification number 0450119341. Following are the articles that constitute its original certificate.

1. **Name:**
FLOWING WHITE MILK LLC
 2. **Registered Agent:**
FLOWING WHITE MILK LLC
 3. **Registered Office:**
19 SUNSET RD
LAKEWOOD, NEW JERSEY 08701
 4. **Business Purpose:**
REAL ESTATE HOLDINGS
 5. **Effective Date of this Filing is:**
11/14/2016
 6. **Members/Managers:**
FLOWING WHITE MILK LLC
19 SUNSET ROAD
LAKEWOOD , NEW JERSEY 08701
 7. **Main Business Address:**
19 SUNSET RD
LAKEWOOD, NEW JERSEY 08701-0870
- Signatures:**
RACHEL BAUMAN
AUTHORIZED REPRESENTATIVE



Certificate Number : 4023897830

Verify this certificate online at

https://www.nj.state.nj.us/TYTR_StandingCert/ISP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
14th day of November, 2016

A handwritten signature in ink, appearing to read "Ford M. Scudder".

Ford M. Scudder
State Treasurer

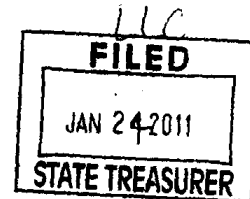
NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

PINEROCK CAPITAL EOM LIMITED LIABILITY COMPANY
0400393284

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 01/24/2011 and was assigned identification number 0400393284. Following are the articles that constitute its original certificate.

1. **Name:**
PINEROCK CAPITAL EOM LIMITED LIABILITY COMPANY
 2. **Registered Agent:**
YECHESKEL SCHWAB
 3. **Registered Office:**
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701
 4. **Business Purpose:**
Real Estate
 5. **Members/Managers:**
YECHESKEL SCHWAB
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701
LEAH SCHWAB
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701
 6. **Main Business Address:**
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701
- Signatures:**
YECHESKEL SCHWAB
AUTHORIZED REPRESENTATIVE
LEAH SCHWAB
AUTHORIZED REPRESENTATIVE



Continued on next page ...

Exhibit H

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

PINEROCK CAPITAL EOM LIMITED LIABILITY COMPANY
0400393284



Certificate Number: 119327350

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
25th day of January, 2011

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon-Eristoff
State Treasurer

**AGENT CERTIFICATE OF CHANGE
REGISTERED NAME OR ADDRESS, OR BOTH**

This form may be used by domestic and foreign, profit and non-profit corporations, LLCs, and limited partnerships to change an agent name, address or both. If a P.O. Box is used for registered address, the street address must be included. **Return this form with a \$25 check made payable to the Treasurer, State of New Jersey.** Write the NJ Business Entity number on the top left of your check.

BUSINESS ENTITY NAME AND 10 DIGIT NJ NUMBER

PINEROCK DEVELOPMENT LIMITED LIABILITY COMPANY

0400-0505-22

STATE OF ORIGINAL FILING

NJ

IMPORTANT-INCLUDE INFORMATION ON BOTH THE PRIOR & NEW AGENT

PRIOR AGENT NAME

PRIOR AGENT ADDRESS

STREET

CITY

STATE

ZIP

NEW AGENT NAME

NEW AGENT ADDRESS

STREET

CITY

STATE

ZIP

The corporation states that the address of its new registered office, and the address of its new registered agent are identical. Further, the changes designated on this form were authorized by resolution duly adopted by its board of directors or members.

AUTHORIZED SIGNATURE and TITLE

CHAIRMAN OF BOARD, PRES., V.P., REG. AGT., GEN. PARTNER, OR AUTH. REP.

DATE

Change form must be signed with title and date provided.

INDICATE TYPE OF CHANGE <input checked="" type="checkbox"/> 1. Change of Agent Name <input type="checkbox"/> 2. Change of Agent Address <input type="checkbox"/> 3. Change of Both	MAIL TO: State of New Jersey Division of Revenue PO Box 34089 Newark, NJ 07189-0001 REMIT \$25.00	FOR OFFICIAL USE ONLY
IMPORTANT NOTICE Failure to notify the Treasurer of a change in the registered agent name or registered office address will result in the penalty set forth by law.		

NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF REVENUE, BUSINESS GATEWAY SERVICES

CERTIFICATE OF FORMATION

PINEROCK DEVELOPMENT LIMITED LIABILITY COMPANY
0400050522

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 02/25/2004 and was assigned identification number 0400050522. Following are the articles that constitute its original certificate.

1. **Name:**
PINEROCK DEVELOPMENT LIMITED LIABILITY COMPANY

2. **The Registered Agent:**
YECHESKEL SCHWAB

3. **The Registered Office:**
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701

4. **Business Purpose:**
Other: Please Specify in detail as an additional article

5. **Provisions Long:**
LAND DEVELOPMENT

6. **Members/Managers:**
YECHESKEL SCHWAB
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701

7. **The Main Business Address:**
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701

Signatures:
YECHESKEL SCHWAB
AUTHORIZED REPRESENTATIVE

Continued on next page ...

LLC
FILED

FEB 25 2004

State Treasurer

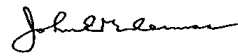
0400050522

NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF REVENUE, BUSINESS GATEWAY SERVICES

CERTIFICATE OF FORMATION

PINEROCK DEVELOPMENT LIMITED LIABILITY COMPANY
0400050522

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
02/26/2004



John E McCormac, CPA
Treasurer of the State of New Jersey

NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF REVENUE, BUSINESS GATEWAY SERVICES

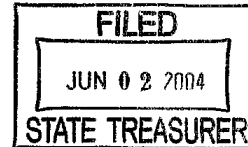
CERTIFICATE OF FORMATION

PINEROCK LAKEWOOD LIMITED LIABILITY COMPANY
0400059422

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 06/02/2004 and was assigned identification number 0400059422. Following are the articles that constitute its original certificate.

1. **Name:**
PINEROCK LAKEWOOD LIMITED LIABILITY COMPANY
2. **The Registered Agent:**
YECHESKEL SCHWAB
3. **The Registered Office:**
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701
4. **Business Purpose:**
Other: Please Specify in detail as an additional article
5. **Members/Managers:**
BRIAN S. FLANNERY
590 ATLANTIC AVENUE
LAKEWOOD, NJ 08701
RICHARD RUTTA
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701
6. **The Main Business Address:**
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701

Signatures:
BRIAN S. FLANNERY
AUTHORIZED REPRESENTATIVE
RICHARD RUTTA
AUTHORIZED REPRESENTATIVE
YECHESKEL SCHWAB
AUTHORIZED REPRESENTATIVE



Continued on next page ...

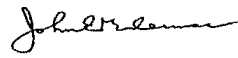
0400059422

NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF REVENUE, BUSINESS GATEWAY SERVICES

CERTIFICATE OF FORMATION

PINEROCK LAKEWOOD LIMITED LIABILITY COMPANY
0400059422

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
06/03/2004



John E. McCormac, CPA
Treasurer of the State of New Jersey

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
CERTIFICATE OF REINSTATEMENT**

PINEROCK LAKEWOOD LIMITED LIABILITY COMPANY
0400059422

WHEREAS the above-named business entity did on the 28th day of June, 2017, satisfy all requirements for reinstatement as set forth in the laws of this State, I, the Treasurer of the State of New Jersey do hereby issue this certificate authorizing the same to continue its business and resume the exercise of its functions.

Registered Agent and Office

YECHESKEL SCHWAB
22 CARASALJO DRIVE
P.O. BOX 1229
LAKEWOOD, NJ 08701

Main Business Address

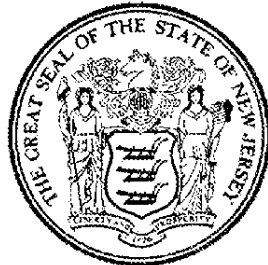
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701

Principal Business Address

22 CARASALJO DRIVE
LAKEWOOD, NJ 08701

Officers and Directors

OTHER
Y SCHWAB
22 CARASALJO DR
LAKEWOOD, NJ 08701



Certificate Number : 2273819894
Verify this certificate online at
https://www1.state.nj.us/TYTR/StandingCert.JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
28th day of June, 2017*

A handwritten signature in black ink, appearing to read "Ford M. Scudder".

*Ford M. Scudder
State Treasurer*

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
CERTIFICATE OF REINSTATEMENT**

PINEROCK TERRA LIMITED LIABILITY COMPANY
0400048600

WHEREAS the above-named business entity did on the 14th day of September, 2017, satisfy all requirements for reinstatement as set forth in the laws of this State, I, the Treasurer of the State of New Jersey do hereby issue this certificate authorizing the same to continue its business and resume the exercise of its functions.

Registered Agent and Office

Yecheskel Schwab
22 Carasaljo Drive
Lakewood, NJ 08701

Main Business Address

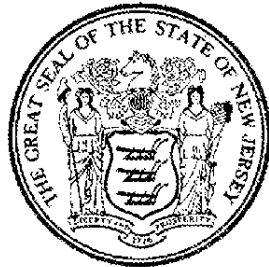
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701

Principal Business Address

22 CARASALJO DRIVE
LAKEWOOD, NJ 08701

Officers and Directors

OTHER
YECHESKEL SCHWAB
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701



Certificate Number : 2287236007
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert:ISP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
14th day of September, 2017

A handwritten signature in dark ink, appearing to read "Ford M. Scudder".

Ford M. Scudder
State Treasurer

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
CHANGE OF REGISTERED AGENT CERTIFICATE**

PINEROCK TERRA LIMITED LIABILITY COMPANY
0400048600

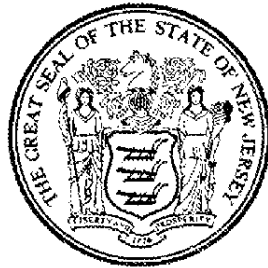
The Division of Revenue and Enterprise Services hereby affirms that the following change was submitted on 09/14/2017 for PINEROCK TERRA LIMITED LIABILITY COMPANY.

Previous Registered Agent and Office

YECHESKEL SCHWAB
22 CARASALJO DRIVE
P.O. BOX 1229
LAKEWOOD, NJ 08701

New Registered Agent and Office

Yecheskel Schwab
22 Carasaljo Drive
Lakewood, NJ 08701



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
14th day of September, 2017*

A stylized signature of Ford M. Scudder.

*Ford M. Scudder
State Treasurer*

Certificate Number : 2287236205
Verify this certificate online at
https://www1.state.nj.us/TYTR/StandingCertJSP/Verify_Cert.jsp

NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF REVENUE, BUSINESS GATEWAY SERVICES

CERTIFICATE OF FORMATION

PINEROCK TERRA LIMITED LIABILITY COMPANY
0400048600

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 02/05/2004 and was assigned identification number 0400048600. Following are the articles that constitute its original certificate.

1. **Name:**
PINEROCK TERRA LIMITED LIABILITY COMPANY LLC

2. **The Registered Agent:**
YECHESKEL SCHWAB

3. **The Registered Office:**
22 CARASALJO DRIVE
P.O. BOX 1229
LAKEWOOD, NJ 08701

FILED

FEB 5 2004

State Treasurer

4. **Business Purpose:**
Other: Please Specify in detail as an additional article

5. **Other Long:**
LAND DEVELOPEMENT

6. **Members/Managers:**
YECHESKEL SCHWAB
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701
RICHARD A. RUTTA
626 TAYLOR AVENUE
SCRANTON, PA 18510

7. **The Main Business Address:**
22 CARASALJO DRIVE
LAKEWOOD, NJ 08701

Continued on next page ...

0400048600

NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF REVENUE, BUSINESS GATEWAY SERVICES

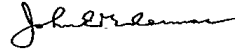
CERTIFICATE OF FORMATION

PINEROCK TERRA LIMITED LIABILITY COMPANY
0400048600

Signatures:

YECHESKEL SCHWAB
AUTHORIZED REPRESENTATIVE
RICHARD A. RUTTA
AUTHORIZED REPRESENTATIVE

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
02/06/2004



John E McCormac, CPA
Treasurer of the State of New Jersey

New Jersey Business Gateway
Business Entity Information and Records Service
Business Id : 0450119341

Status Report For: FLOWING WHITE MILK LLC
Report Date: 12/20/2018
Confirmation Number: 83541580675

IDENTIFICATION NUMBER, ENTITY TYPE AND STATUS INFORMATION

Business ID Number: 0450119341
Business Type: DOMESTIC LIMITED LIABILITY COMPANY
Status: ACTIVE
Original Filing Date: 11/14/2016
Stock Amount: N/A
Home Jurisdiction: NJ
Status Change Date: NOT APPLICABLE

REVOCATION/SUSPENSION INFORMATION

DOR Suspension Start Date: N/A
DOR Suspension End Date: N/A
Tax Suspension Start Date: N/A
Tax Suspension End Date: N/A

ANNUAL REPORT INFORMATION

Annual Report Month: NOVEMBER
Last Annual Report Filed: 08/15/2018
Year: 2018

AGENT/SERVICE OF PROCESS (SOP) INFORMATION

Agent: FLOWING WHITE MILK LLC
Agent/SOP Address: 732 SOUTH LAKE DR P.O. BOX
131, LAKEWOOD, NJ, 08701
Address Status: DELIVERABLE
Main Business Address: 732 SOUTH LAKE DR, P.O. Box 131, LAKEWOOD,
NJ, 08701 0870
Principal Business Address: N/A

ASSOCIATED NAMES

Exhibit I

New Jersey Business Gateway
Business Entity Information and Records Service
Business Id : 0450119341

Associated Name: N/A
Type: N/A

PRINCIPALS

Following are the most recently reported officers/directors (corporations), managers/members/managing members (LLCs), general partners (LPs), trustees/officers (non-profits).

Title: OTHER
Name: FLOWING WHITE MILK LLC,
Address: 19 SUNSET ROAD, LAKEWOOD, NJ, 08701

FILING HISTORY -- CORPORATIONS, LIMITED LIABILITY COMPANIES, LIMITED PARTNERSHIPS AND LIMITED LIABILITY PARTNERSHIPS

To order copies of any of the filings below, return to the service page, <https://www.njportal.com/DOR/businessrecords/Default.aspx> and follow the instructions for obtaining copies. Please note that trade names are filed initially with the County Clerk(s) and are not available through this service. Contact the Division for instructions on how to order Trade Mark documents.

Charter Documents for Corporations, LLCs, LPs and LLPs

Original Filing 2016
(Certificate)Date:

Changes and Amendments to the Original Certificate:

Filing Type	Year Filed
CHANGE OF REGISTERED OFFICE	2018
CHANGE OF AGENT AND OFFICE	2017
Annual Report Filing with address change	2018
Annual Report Filing with address change	2017

New Jersey Business Gateway
Business Entity Information and Records Service
Business Id : 0450119341

Note:

Copies of some of the charter documents above, particularly those filed before June 1988 and recently filed documents (filed less than 20 work days from the current date), may not be available for online download.

- For older filings, contact the Division for instructions on how to order.
- For recent filings, allow 20 work days from the estimated filing date, revisit the service center at <https://www.njportal.com/DOR/businessrecords/Default.aspx> periodically, search for the business again and build a current list of its filings. Repeat this procedure until the document shows on the list of documents available for download.

The Division cannot provide information on filing requests that are in process. Only officially filed documents are available for download.

New Jersey Business Gateway
Business Entity Information and Records Service
Business Id : 0400205461

Status Report For: MILESTONE INVESTMENT PARTNERS LIMITED
LIABILITY COMPANY
Report Date: 1/11/2019
Confirmation Number: 90111595632

IDENTIFICATION NUMBER, ENTITY TYPE AND STATUS INFORMATION

Business ID Number: 0400205461
Business Type: DOMESTIC LIMITED LIABILITY COMPANY
Status: ACTIVE
Original Filing Date: 11/21/2007
Stock Amount: N/A
Home Jurisdiction: NJ
Status Change Date: NOT APPLICABLE

REVOCATION/SUSPENSION INFORMATION

DOR Suspension Start Date: N/A
DOR Suspension End Date: N/A
Tax Suspension Start Date: N/A
Tax Suspension End Date: N/A

ANNUAL REPORT INFORMATION

Annual Report Month: NOVEMBER
Last Annual Report Filed: 08/13/2017
Year: 2017

AGENT/SERVICE OF PROCESS (SOP) INFORMATION

Agent: MILESTONE INVESTMENT PARTNERSLLC
Agent/SOP Address: 19 SUNSET ROAD , LAEWOOD, NJ, 08701
Address Status: DELIVERABLE
Main Business Address: 732 SOUTH LAKE DR, P.O. Box 131, LAKEWOOD,
NJ, 08701
Principal Business Address: 732 SOUTH LAKE DR P.O. Box
131, LAKEWOOD, NJ, 08701

ASSOCIATED NAMES

Exhibit J

New Jersey Business Gateway
Business Entity Information and Records Service
Business Id : 0400205461

Associated Name: N/A
Type: N/A

PRINCIPALS

Following are the most recently reported officers/directors (corporations), managers/members/managing members (LLCs), general partners (LPs), trustees/officers (non-profits).

Title: CHIEF EXEC. OFFICER (CEO)
Name: SCHWAB,YITZCHOK
Address: 19 SUNSET ROAD, LAKEWOOD, NJ, 08701

FILING HISTORY -- CORPORATIONS, LIMITED LIABILITY COMPANIES, LIMITED PARTNERSHIPS AND LIMITED LIABILITY PARTNERSHIPS

To order copies of any of the filings below, return to the service page, <https://www.njportal.com/DOR/businessrecords/Default.aspx> and follow the instructions for obtaining copies. Please note that trade names are filed initially with the County Clerk(s) and are not available through this service. Contact the Division for instructions on how to order Trade Mark documents.

Charter Documents for Corporations, LLCs, LPs and LLPs

Original Filing 2007
(Certificate)Date:

Changes and Amendments to the Original Certificate:

Filing Type	Year Filed
CHANGE OF AGENT AND OFFICE	2013
Annual Report Filing with address change	2017

Note:

Copies of some of the charter documents above, particularly those filed before June 1988 and recently filed documents (filed less than 20 work days from the current date), may not be available for online download.

New Jersey Business Gateway
Business Entity Information and Records Service
Business Id : 0400205461

- For older filings, contact the Division for instructions on how to order.
- For recent filings, allow 20 work days from the estimated filing date, revisit the service center at <https://www.njportal.com/DOR/businessrecords/Default.aspx> periodically, search for the business again and build a current list of its filings. Repeat this procedure until the document shows on the list of documents available for download.

The Division cannot provide information on filing requests that are in process. Only officially filed documents are available for download.

INSTR # 2016116651
 OR BK 16568 PG 626
 RECORDED 11/10/2016 01:09:09 PM
 SCOTT M. COLABELLA, COUNTY CLERK
 OCEAN COUNTY, NEW JERSEY

①

FILED Sep 29, 2016

GARY C. ZEITZ, L.L.C.
 GARY C. ZEITZ, ESQUIRE - ID#036311994
 1101 Laurel Oak Road, Suite 170
 Voorhees, New Jersey 08043
 (856) 857-1222
Attorneys for Plaintiff

MILESTONE INVESTMENT PARTNERS LLC	:	SUPERIOR COURT OF NEW JERSEY
	:	CHANCERY DIVISION
	:	OCEAN COUNTY
Plaintiff,	:	
	:	Civil Action
vs.	:	
	:	Docket No. F-47921-13
EDITH BARBARA KONTNER, et al.	:	
	:	CIVIL ACTION
Defendant(s).	:	FINAL JUDGMENT

THIS CAUSE being opened to the Court by Gary C. Zeitz, L.L.C., Attorneys for Plaintiff, and it appearing to the Court that the complaint filed herein was filed to foreclose the right of redemption of the defendants to confirm in the plaintiff the fee simple title in and to the premises described in the complaint and hereinafter described;

And it appearing that the plaintiff is the holder of Tax Sale Certificate number 11-00335 (count one) affecting the premises described in the first count of the complaint was made by the Tax Collector of the Township of Lakewood, which certificate is dated August 22, 2011, and was recorded in the offices of the Ocean County Clerk/Register on August 30, 2011 in mortgage book 14962 at page 1543;

And it appearing that the plaintiff is the holder of Tax Sale Certificate number 11-00336 (count two) affecting the premises described in the first count of the complaint was made by the Tax Collector of the Township of Lakewood, which certificate is dated August 22, 2011, and was recorded in the offices of the Ocean County Clerk/Register on August 30, 2011 in mortgage book 14962 at page 1544;

all 70 cash

R+R
 Lippencott Capital, LLC
 22 Carasallo Dr.
 Lakewood, NJ 08701

Exhibit K

And it further appearing that default has been entered by the Clerk of the Court against the defendants, EDITH BARBARA KONTNER, her heirs, devisees and personal representatives and their or any of their successors in right, title and interest; STATE OF NEW JERSEY; RACK HOLDINGS, LLC and INDIAN RIDGE PROVISIONS, INC; and the court by its Order made on the 27th day of May, 2016, fixed the 11th day of July, 2016, between the hours of nine o'clock in the forenoon and four o'clock in the afternoon, at the office of the Tax Collector of the Township of Lakewood, as the time and place for the redemption of the premises upon payment thereof, the defendant who redeems shall be entitled to the tax sale certificate duly endorsed for cancellation;

And it further appearing by certification of mailing duly filed herein that the notice of redemption was duly mailed simultaneously by first class mail, and certified mail, return receipt requested, and in accordance with the terms of the Order of the court concerning the defendants whose addresses are known;

And it further appearing by certification filed herein that the Notice to Redeem was published and posted to the property in accordance with the terms of the Order of the Court concerning the defendants whose addresses are unknown;

And it further appearing from the Affidavit of Effie E. Presley, Tax Collector of the Township of Lakewood, that his/her office was duly attended at 231 3rd Street, , Lakewood, New Jersey 08701-3220, on the 11th day of July, 2016, between the hours of nine o'clock in the forenoon and four o'clock in the afternoon, in accordance with the terms of the said Order herein; that neither the defendants, nor any person or persons acting on their behalf, appeared before him/her at the time and place aforesaid; that neither the defendants, nor any person or persons acting in their behalf paid or offered to pay the plaintiff the said sum of money mentioned above found to be due to the plaintiff, at the time and place aforesaid; and that the said sum and said costs still remain due and

owing to plaintiff.

IT IS therefore on this **29th** day of **September**, , 2016,
ORDERED AND ADJUDGED that the defendants, EDITH BARBARA KONTNER, her heirs,
devisees and personal representatives and their or any of their successors in right, title and interest;
STATE OF NEW JERSEY; RACK HOLDINGS, LLC and INDIAN RIDGE PROVISIONS, INC,
and all persons claiming by, from or under them, stand absolutely debarred and foreclosed of any and
all right, and equity of redemption, in and to the lands and every part thereof, which lands and
premises are more particularly described as follows:

ALL THAT CERTAIN tract and parcel of land and premises, situate in the Township of
Lakewood in the County of Ocean and State of New Jersey as follows:

BEING Block 569, Lot 7, as shown on the Tax Map of the Township of Lakewood.

COMMONLY known as Ocean Avenue Map A, Lakewood, New Jersey.

BEING Block 569, Lot 19, as shown on the Tax Map of the Township of Lakewood.

COMMONLY known as Ocean Avenue Map A, Lakewood, New Jersey.

AND it further being ORDERED AND ADJUDGED that the plaintiff, MILESTONE
INVESTMENT PARTNERS LLC, whose address is PO Box 131, Lakewood, NJ 09701, is vested
with an absolute and indefeasible estate of inheritance in fee simple to the premises above described.

AND it is FURTHER ORDERED AND ADJUDGED that the plaintiff, MILESTONE
INVESTMENT PARTNERS LLC, duly recover against the aforesaid defendants, their heirs,
devisees and personal representatives, and their or any of their successors in right, title and interest,
and all persons claiming by, through, or under them, the possession of the said lands and premises
described and mentioned in the complaint and in this judgment. **EXCEPT, HOWEVER, NO
POSSESSION IS HEREBY AWARDED AGAINST ANY TENANT PROTECTED BY THE**

PROVISIONS OF THE NEW JERSEY TENANT ANTI-EVICTION STATUTE (N.J.S.A. 2A:18-61.1 et seq.) AND NO WRIT OF POSSESSION SHALL ISSUE AGAINST SAID TENANTS.


PAUL INNES, P.J.Ch

Respectfully Recommended
R. 1:34-6 OFFICE OF FORECLOSURE

I, Michelle M. Smith, Clerk of the Superior Court of New Jersey, the same being a Court of Record, do hereby certify that the foregoing is a true copy of the FINAL JUDGMENT now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of 29th September, said Court at Trenton, this day of Two Thousand and Sixteen.

Michelle M. Smith, Esq.
Clerk of the Superior Court





COUNTY OF OCEAN	
CONSIDERATION	1
REALTY TRANSFER FEE	24.00
DATE	11/14/16
BY	NES

Deed

INSTR # 2016117231
OR BK 16569 PG 1473
RECORDED 11/14/2016 12:27:58 PM
SCOTT M. COLABELLA, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

This Deed is made on November 11, 2016

BETWEEN: Milestone Investment Partners, LLC

whose post office address is: P.O. Box 131, Lakewood, NJ 08701
referred to as the **Grantor(s)**

AND Lippencott Capital LLC

whose post office address is: 22 Carasaljo Drive, Lakewood, NJ 08701
referred to as the **Grantee(s)**

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

Transfer of Ownership. The Grantor grants and conveys (transfer ownership of) his interest in the property described below to the Grantee. This transfer is made for the sum of **ONE (\$1.00) DOLLARS and No Cents.**

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) **Municipality** of Lakewood, Block 569 Lot 7 and 19.

Property. The property consists of the land and all the buildings and structures on the land in the Township of Lakewood, County of Ocean and State of New Jersey, and is described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Lakewood, County of Ocean, State of New Jersey.

Being known and designated as lots Nos. 273-254-255 and 256 as designated and delineated on the map entitled Lakewood, New Jersey, Map A Ocean Avenue Section, surveyed by W.J. Kauffman, C.E., 71 West

④ \$70 cash
Book16569/Page1473

Exhibit L



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Milestone Investment Partners, LLC

Current Street Address

P.O. Box 131

City, Town, Post Office Box

Lakewood

State

NJ

Zip Code

08701

PROPERTY INFORMATION

Block(s)

569

Lot(s)

7 and 19

Qualifier

Street Address

Mitchel Street (paper road- vacant land)

City, Town, Post Office Box

Lakewood

State

NJ

Zip Code

08701

Seller's Percentage of Ownership

100%

Total Consideration

\$1.00

Owner's Share of Consideration

\$1.00

Closing Date

11/11/2016

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.

11/11/16

Date

Ramul

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

Date

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

RTF-1 (Rev. 7/14/16)

MUST SUBMIT IN DUPLICATE

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 Ocean } SS. County Municipal Code
1515

MUNICIPALITY OF PROPERTY LOCATION Lakewood

FOR RECORDER'S USE ONLY

Consideration \$ 1.00
RTF paid by seller \$
Date 11/14/16 By [Signature]

*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, Milestone Investment Partners, LLC, being duly sworn according to law upon his/her oath,

(Name)
deposes and says that he/she is the Grantor in a deed dated October 7, 2016 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 569 Lot number 7 and 19 located at

Mitchel Street (paper road-vacant land), Lakewood, NJ 08701.

(Street Address, Town)

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. Consideration less than one hundred dollars

(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 11th day of Nov, 2016[Signature]
Signature of DeponentMilestone Investment Partners, LLC
Grantor NameP.O. Box 131
Lakewood, NJ 08701P.O. Box 131
Lakewood, NJ 08701YECHESKEL SCHWAB
ID. NO. - 2313118

STATE OF NEW JERSEY

NOTARY PUBLIC

MY COMMISSION EXPIRES 11/1/2019

XXX-XXX-

Last three digits in Grantor's Social Security Number Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____ County Ocean
Deed Number _____ Book _____ Page _____
Deed Dated 11/14/16 Date Recorded 11/14/16

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/lpt/localtax.htm

35th Street, New York, October 9th, 1920, and filed in the Ocean County Clerk's Office, the 11th day of January, 1921.

NOTE: Being Lot(s) 7 and 19, Block 569, Tax Map of the Township of Lakewood, County of Ocean.

BEING THE SAME LAND AND PREMISES acquired by Milestone Investment Partners, LLC by Final Judgement entered by Superior Court of New Jersey, Chancery Division, on September 29, 2016 at Docket Number F-47921-13 and recorded November 10, 2016 in the Ocean County Clerk's Office in OR Book 16568 Page 626.

The street address of the Property is: Mitchel Street (paper road-vacant land), Lakewood, NJ 08701.

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 of his interest which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

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

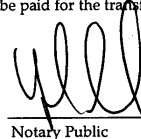
Milestone Investment Partners, LLC


Rachel Bauman, Managing Member

STATE OF NEW JERSEY, COUNTY OF OCEAN, ss.:

I CERTIFY that on November 11, 2016 Rachel Bauman personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Managing Member of Milestone Investment Partners, LLC, the entity named in this instrument;
- (c) executed this instrument as the act of entity named in this instrument; and the company named in this document; and
- (d) 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).


Notary Public

YECHESKEL SCHWAB
ID. NO. - 2313118
STATE OF NEW JERSEY
NOTARY PUBLIC
MY COMMISSION EXPIRES 4/1/2019

Record and return to:
Lippencott Capital, LLC
22 Carasaljo Drive,
Lakewood, NJ 08701

New Jersey Business Gateway
Business Entity Information and Records Service
Business Id : 0450027774

Status Report For: LIPPENCOTT CAPITAL LLC
Report Date: 1/11/2019
Confirmation Number: 90111595632

IDENTIFICATION NUMBER, ENTITY TYPE AND STATUS INFORMATION

Business ID Number: 0450027774
Business Type: DOMESTIC LIMITED LIABILITY COMPANY
Status: ACTIVE
Original Filing Date: 10/30/2015
Stock Amount: N/A
Home Jurisdiction: NJ
Status Change Date: NOT APPLICABLE

REVOCATION/SUSPENSION INFORMATION

DOR Suspension Start Date: N/A
DOR Suspension End Date: N/A
Tax Suspension Start Date: N/A
Tax Suspension End Date: N/A

ANNUAL REPORT INFORMATION

Annual Report Month: OCTOBER
Last Annual Report Filed: 07/12/2018
Year: 2018

AGENT/SERVICE OF PROCESS (SOP) INFORMATION

Agent: YECHESKEL SCHWAB
Agent/SOP Address: 22 CARASALJO DRIVE P.O. BOX
1229, LAKEWOOD, NJ, 08701
Address Status: DELIVERABLE
Main Business Address: 22 CARASALJO DRIVE, LAKEWOOD, NJ, 08701
Principal Business Address: N/A

ASSOCIATED NAMES

Associated Name: N/A
Type: N/A

Exhibit M

New Jersey Business Gateway
Business Entity Information and Records Service
Business Id : 0450027774

PRINCIPALS

Following are the most recently reported officers/directors (corporations), managers/members/managing members (LLCs), general partners (LPs), trustees/officers (non-profits).

Title:	OTHER
Name:	YECHESKEL SCHWAB,
Address:	22 CARASALJO DRIVE, LAKEWOOD, NJ, 08701

FILING HISTORY -- CORPORATIONS, LIMITED LIABILITY COMPANIES, LIMITED PARTNERSHIPS AND LIMITED LIABILITY PARTNERSHIPS

To order copies of any of the filings below, return to the service page, <https://www.njportal.com/DOR/businessrecords/Default.aspx> and follow the instructions for obtaining copies. Please note that trade names are filed initially with the County Clerk(s) and are not available through this service. Contact the Division for instructions on how to order Trade Mark documents.

Charter Documents for Corporations, LLCs, LPs and LLPs

Original Filing (Certificate)Date:	2015
---------------------------------------	------

Changes and Amendments to the Original Certificate:

Filing Type	Year Filed
N/A	N/A

Note:

Copies of some of the charter documents above, particularly those filed before June 1988 and recently filed documents (filed less than 20 work days from the current date), may not be available for online download.

- For older filings, contact the Division for instructions on how to order.
- For recent filings, allow 20 work days from the estimated filing date, revisit the service center at <https://www.njportal.com/DOR/businessrecords/Default.aspx>

New Jersey Business Gateway
Business Entity Information and Records Service
Business Id : 0450027774

periodically, search for the business again and build a current list of its filings. Repeat this procedure until the document shows on the list of documents available for download.

The Division cannot provide information on filing requests that are in process. Only officially filed documents are available for download.

Solomon.Rubin@outlook.com

From: Shih, Willard <wshih@wilentz.com>
Sent: Thursday, January 10, 2019 8:22 AM
To: 'Solomon Rubin'
Cc: brosen@marc.law; Schenke, Peter L.
Subject: RE: Schwab, et. al., v. Blay, et. al. OCN-L-2695-18

Solomon - I'm fine with a one-week adjournment. I asked for 2 weeks because I will be in Asia, so that would allow me to file the opposition when I return, but if you prefer 7 days v. 14 days, then that's fine with me. We should notify the court that the schedule is being adjusted, and I ask that you prepare the stipulation this time around. Separately, I intend to file a motion to quash in part the Madison Title subpoena. Will you agree to the same schedule for opposition and reply?

Bruce – if you intend to file your own motion, I'm happy to address scheduling with you. Note that I am in Asia from Jan. 12 to Jan. 25.

Willard C. Shih | Shareholder

WILENTZ

—ATTORNEYS AT LAW—

Wilentz, Goldman & Spitzer, P.A.

90 Woodbridge Center Drive, Suite 900

Woodbridge, New Jersey 07095

T: 732.855.6016 | F: 732.726.6682

wshih@wilentz.com | www.wilentz.com

[LinkedIn](#) | [Add My Mobile Business Card](#)

From: Solomon Rubin [mailto:solomon.rubin@outlook.com]
Sent: Wednesday, January 09, 2019 9:51 PM
To: Shih, Willard
Cc: brosen@marc.law
Subject: RE: Schwab, et. al., v. Blay, et. al. OCN-L-2695-18

Mr. Shih,

Those days would not work for me, because I will be out of the country between January 31, 2019 and February 4, 2019. Thus, I would be away for most of the time when I would have to draft my reply. If you want a two week extension on the time to file opposition, I would want until February 11, 2019 to file my reply. It still gives the court much more time to review the reply papers before the return date than would generally be the case under the default rule in R. 1:6-3(a). If you don't want to extend the time for the reply, I would only want a one week extension on opposition and replies, so I could be done before I leave to Europe.

Separately, I am copying Bruce Rosen on this email, so he could weigh in on the matter, because now that he appeared, we would need his consent to any agreement.

Thanks,

Solomon Rubin
Attorney at Law
2077 Center Ave, Suite 6E
Fort Lee, NJ 07024

Exhibit N