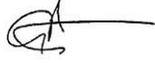


**MASON, GRIFFIN & PIERSON**  
A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

**MEMORANDUM**

To: Mayor and Council of Princeton  
via e-mail only & hand-delivery

From: Edwin W. Schmierer, Esq.   
Princeton Attorney

Date: October 22, 2013

Re: **D'Ambrisi Property Acquisition: Block 9902, Lot 9, Princeton Tax Map**

---

We are moving forward in support of the acquisition of the above-referenced property by the State of New Jersey, Department of Environmental Protection; County of Mercer and Friends of Princeton Open Space. These three (3) parties propose purchasing the above-referenced property and adding it to the Princeton Battlefield Park.

While Princeton has no direct contribution towards the purchase price, Princeton has been requested to assist with the acquisition and use of the property. The assistance involves having Princeton demolish the existing house and other structures on the property and repairing the dam on the property.

I attach hereto the proposed Agreement for purchase of improved property as drafted by the State of New Jersey, Department of Environmental Protection. Princeton has been asked to execute this Agreement based upon the above commitments which are being asked of Princeton.

Princeton Engineer Robert V. Kiser, P.E. has estimated that the cost of demolishing the house and other structures, the cost of rehabilitating the dam and the cost associated with an appropriate architectural protocol will not exceed \$125,000.00.

It is recommended that Princeton make these funds available from the Princeton Open Space Trust Fund. We have confirmed with CFO Sandy Webb that funds are available in the Trust Fund for this purpose.

**MASON, GRIFFIN & PIERSON**

A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

I have, therefore, prepared and attach hereto a proposed Ordinance which would appropriate the \$125,000.00 from the aforementioned Open Space Trust Fund. We would appreciate your considering introducing this Ordinance at your meeting on October 28, 2013.

EWS:jv  
attachs.

cc: Robert W. Bruschi, Princeton Administrator (w/attachs.)  
Kathy Monzo, Princeton Assistant Administrator/CFO (w/attachs.)  
Linda S. McDermott, Princeton Clerk (w/attach.)  
Robert V. Kiser, P.E., Princeton Engineer (w/attachs.)  
Renee R. Jones, NJDEP Green Acres Central Team Leader (w/attachs.)  
Wendy L. Mager, Esq., President, Friends of Princeton Open Space (w/attachs.)  
Lisa Fritzing, Mercer County Planning Division (w/attachs.)

VA\USERS\Edwin\PRW\2013 Memos\Mayor and Council - D'Ambrisi Property Acquisition - Block 9902, Lot 9 102213.docx

**AN ORDINANCE BY PRINCETON  
APPROPRIATING THE SUM OF \$125,00.00  
FROM THE PRINCETON OPEN SPACE  
TRUST FUND AND AUTHORIZING  
PRINCETON'S PARTICIPATION IN THE  
ACQUISITION AND PRSERVATION OF  
BLOCK 9902, LOT 9, PRINCETON TAX  
MAP.**

WHEREAS, the State of New Jersey, Department of Environmental Protection; County of Mercer and Friends of Princeton Open Space propose acquiring certain real property designated as Block 9902, Lot 9, Princeton Tax Map for the purpose of adding said property to the Princeton Battlefield Park; and

WHEREAS, the State of New Jersey, Department of Environmental Protection; County of Mercer and Friends of Princeton Open Space wish to have Princeton join in the Agreement for purchase of improved property so as to have Princeton undertake the demolition and removal of the existing buildings/man-made structures and repair of the dam on said property post-closing and to receive a portion of the property appurtenant to the existing right-of-way; and

WHEREAS, the Office of the Princeton Engineer has estimated the cost of the Princeton participation in this open space acquisition as follows:

1. Removal of Structures from Property:	\$ 50,000.00
2. Dam Repair:	50,000.00
3. Architectural Services and Contingency (if required):	<u>25,000.00</u>

TOTAL: \$125,000.00; and

WHEREAS, Princeton, pursuant to P.L. 1997, c. 24 of the Laws of the State of New Jersey, has an Open Space Trust Fund which by law may be utilized for the acquisition, historic preservation and conservation purposes of property within the Princeton community; and

WHEREAS, the Princeton Chief Financial Officer has certified that funds are available in said Trust Fund for this purpose.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of Princeton as follows:

Section 1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into the Agreement for purchase of improved property with the State of New Jersey, Department of Environmental Protection; County of Mercer and Friends of Princeton Open Space with regard to the acquisition of Block 9902, Lot 9, Princeton Tax Map. The Agreement so authorized is on file in the Office of the Municipal Clerk and may be inspected during regular office hours.

Section 2. The Princeton Chief Financial Officer is hereby authorized and directed to make available from the Princeton Open Space Fund the sum not-to-exceed \$125,000.00 for the demolition and repair work referenced hereinabove as a part of the acquisition of said property.

\_\_\_\_\_  
Linda S. McDermott, Clerk

\_\_\_\_\_  
Liz Lempert, Mayor

Ordinance Introduced:

Ordinance Adopted:

9.19.13

## PROJECT: Historic Resources

## AGREEMENT FOR PURCHASE OF IMPROVED PROPERTY

Agreement made the        day of        2013, by and between FRANCES M. D'AMBRISI residing at 7 Fringe Tree Court, Princeton, New Jersey 08540 (Seller),

and

THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION with its principal office in the Department of Environmental Protection Building, 401 East State Street, Trenton, New Jersey 08625 (NJDEP), THE COUNTY OF MERCER with principal offices located at 640 South Broad Street, Trenton, New Jersey 08650 (Mercer County), FRIENDS OF PRINCETON OPEN SPACE with principal offices located at P.O. Box 374, Princeton, New Jersey 08542 (FOPOS) and PRINCETON with its principal office located at 400 Witherspoon Street, Princeton, New Jersey 08540 (Princeton).

Whereas, Seller is the owner of real property described in Paragraph 1 of this Agreement (the Property) and desires to sell the Property; and

Whereas, NJDEP, Mercer County and FOPOS (collectively the Funding Parties) have agreed to provide funding for the purchase the Property subject to the terms and conditions of this Agreement; and

Whereas, Mercer County has agreed to be a funding partner on the purchase of the Property described herein to preserve these lands located within \_\_\_\_\_ which are identified on the Mercer County Open Space Element of the Mercer County Master Plan and is authorized by and is contingent upon passage of a Resolution to be adopted by the Mercer County Board of Chosen Freeholders, a copy of which is attached as Schedule A; and

Whereas, the FOPOS has agreed to be a funding partner on the purchase of the Property described herein to preserve these lands for open space and conservation purposes as stated in FOPOS Board Resolution passed by FOPOS on \_\_\_\_\_, a copy of which is attached as Schedule B; and

Whereas, Princeton has agreed to undertake the demolition and removal of the existing buildings/man-made structures and repair of the dam on the Property post-closing and will receive a portion of the Property appurtenant to the existing right of way (Right of Way) providing access to the Property across the adjacent parcels, dated October 17, 1985 and recorded in Deed Book 2311, Page 818 (the Exception Area) ; and

Now, therefore, in consideration of the sum of Eight Hundred and Fifty Dollars (\$850,000.00) (hereinafter Purchase Price) and also in consideration of the covenants contained herein, the Seller agrees to convey the Property to the Funding Parties, free from all liens, encumbrances or adverse claims, except as this Agreement may otherwise provide, by Deed of Bargain and Sale with covenants against Grantor's acts, the Property upon the following terms:

1. Property to be Conveyed: All those certain lots, tracts or parcels of land together with any buildings, improvements and fixtures thereon contained and the privileges and appurtenances thereto appertaining, situate, lying and being in the jurisdiction of Princeton, County of Mercer, and State of New Jersey, identified as Block 99.02, part of Lot 9 on the official municipal tax map, and more particularly described by the metes and bounds description attached as Schedule C. This description is to be used only for the purposes of this Agreement. The actual metes and bounds description of the Property will be in accordance with the survey to be prepared by Princeton as stated in Paragraph 4.

2. Purchase Price: It is understood and agreed that the total Purchase Price is \$850,000.00, based upon the mutual assumption of the Funding Parties and Seller that the Property contains at least 4.6 acres of land. The Purchase Price shall include contributions from the Funding Parties as follows:

- a. NJDEP shall be responsible for Four Hundred, Fifty Thousand Dollars (\$450,000.00) representing 53% of the purchase price;
- b. Mercer County shall be responsible for Two Hundred Thousand Dollars (\$200,000.00) representing 23.5% of the purchase price, of which Mercer County is eligible for 50% grant from Green Acres Planning Incentive Grant for Mercer County;
- c. FOPOS shall be responsible for a total of Two Hundred Thousand Dollars (\$200,000.00) representing 23.5% of the purchase price, comprising \$100,000.00 from Green Acres nonprofit grant for FOPOS and \$100,000.00 from Mercer County representing the required 50% match to FOPOS' Green Acres nonprofit funds.

At closing, the Mercer County and FOPOS shall transfer their respective interests in the Property to NJDEP without further consideration and subject only to exceptions acceptable to NJDEP. Neither Mercer County nor FOPOS shall have any right or control over the Property after closing.

The Funding Parties agree that the following provision will be expressly contained in each transfer deed from Mercer County and FOPOS for its respective interest in the Property:

An interest in the land being conveyed herein is being purchased with Green Acres funding and is subject to Green Acres restrictions as provided at N.J.S.A. 13:8C, et seq., and N.J.A.C. 7:36, as may be amended and supplemented, and the Grantee herein agrees to accept these lands with Green Acres restrictions, including restrictions against disposal or diversion to a use other

than recreation and conservation purposes

3. Exception Area: At closing, Seller shall transfer title, through Quit Claim Deed, to an Exception Area appurtenant to the existing right of way, as agreed upon by NJDEP and Princeton, to Princeton without further consideration. By acceptance of title to the Exception Area, Princeton shall assume any and all rights and obligations associated with the Right of Way. Princeton shall have no right or control over the remaining portions of the Property. Notwithstanding, Princeton shall allow NJDEP to access the Property through the Exception Area and the Right of Way for ingress, egress and regress for maintenance and emergency purposes.

4. Survey: Princeton shall, at its own cost and expense, obtain a survey of the Property and the Exception Area, together with a metes and bounds description, which shall be prepared in accordance with the Green Acres Program's Scope of Work for Professional Land Surveying Services. That description, which shall be reviewed and approved by NJDEP prior to closing, shall be utilized as the description of the Property and the Exception Area.

5. Title: NJDEP shall, at its own cost and expense, obtain a title commitment, and ultimately a final policy, for the Property from a title insurance company and shall provide a copy of the title commitment to the remaining parties in advance of closing. Princeton shall bear sole responsibility for the purchase of any final policy for the Exception Area. Seller shall give clear, valid, record title, marketable and insurable at regular rates by NJDEP's title insurance company subject only to exceptions acceptable to the Funding Parties. If such title cannot be conveyed by Seller at closing, any of the Funding Parties shall have the right to declare this Agreement null and void, in which case neither the Seller nor the Funding Parties shall have any further obligation to the other.

6. Political Contributions:

- A. P.L.2005. c.51
  - i) Requirements of P.L.2005, c.51

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, P.L.2005, c.51 was signed on March, 22, 2005. Pursuant to the requirements of P.L.2005, c.51, the terms and conditions set forth in this section are material terms of this Agreement.

- ii) Definitions  
For the purpose of this section, the following shall be defined as follows:
  - a. Contribution— means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C. 10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Only contributions in

excess of \$300 during a reporting period are deemed "reportable" under P.L.2005, c.51.

b. Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (A) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (B) any subsidiaries directly or indirectly controlled by the business entity; (C) any political organization organized under 26 U.S.C.S. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (D) if a business entity is a natural person, that person's spouse or child, residing in the same household.

iii) Breach of Terms of P.L.2005, c.51 Deemed Breach of Contract

It shall be a breach of the terms of this Agreement for the Business Entity to (i) make or solicit a contribution in violation of P.L.2005, c.51; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of P.L.2005, c.51; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of P.L.2005, c.51; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of P.L.2005, c.51.

iv) Certification and Disclosure Requirements

a. The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of

the public office of Governor, or to any State or county political party committee during certain specified time periods.

b. The Business Entity shall submit with this Agreement a Certification and Disclosure Form (attached as Schedule D), certifying that no contributions prohibited by P.L.2005, c.51 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.S. § 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. (Please note that forms and instructions are available for review at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.) The Business Entity shall also fill out the Ownership Disclosure Form (attached as Schedule E).

c. Further, the Business Entity is required, on a continuing basis, to report any contributions it makes prior to closing of title, and at the time any such contribution is made.

v) State Treasurer Review

The Disclosures submitted pursuant to this Agreement shall be subject to the review of the State Treasurer. If the State Treasurer determines that any such contribution or action by the Seller poses a conflict of interest in the sale of the Property to NJDEP or constitutes a breach of contract pursuant to this Agreement, the State Treasurer shall disqualify the Business Entity from selling the Property to the State.

B. P.L.2005, c.271

i) Requirement of P.L.2005, c.271

The Business Entity shall submit with this Agreement a Vendor Certification and Political Contribution Disclosure Form (attached as Schedule F), which describes the terms of disclosure.

ii) ELEC Reporting

The Business Entity is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Business Entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Business Entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

C. Executive Order No. 117 (2008) extends the provisions of Chapter 51 in two ways:

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:

Officers of corporations and professional services corporations, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;

Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and

Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation's stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.

2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

7. Closing of Title: The parties anticipate that the closing of title will take place on or about December 15, 2013, at the Office of the Attorney General of New Jersey, Richard J. Hughes Justice Complex, Trenton, New Jersey, or by mail. This is a tentative closing date. The closing date will be automatically adjusted to be 120 days after the parties have signed, and thereby fully executed, the Agreement.

8. Closing Documents: At the time of closing, Seller shall deliver to NJDEP the appropriate documents of title, including Bargain and Sale Deed with Covenants Against Grantor's Acts, Affidavit of Consideration, Affidavit of Title, a 1099S Designation Agreement, GIT/REP 1, 2 or 3 (as appropriate), and any other necessary documents required by NJDEP or its title insurance company to complete the transfer of the Property. Seller shall further deliver to NJDEP the appropriate documents, including Quit Claim Deed, Affidavit of Consideration,

Affidavit of Title, a 1099S Designation Agreement, GIT/REP 1, 2 or 3 (as appropriate) and any other necessary documents required by NJDEP, Princeton or its title insurance company to complete the transfer of the Exception Area.

9. Right of Entry: The Seller agrees to permit NJDEP or its duly authorized representatives to examine, survey and undertake any tests necessary concerning the Property at any reasonable times prior to the closing of title.

10. Real Estate Taxes: Taxes for the first half of the year shall be paid in full by Seller when the closing takes place in the first half of the year. Real estate taxes shall be paid for the entire year by Seller when the closing takes place in the second half of the year. Taxes shall, however, be adjusted on a per diem basis as of the date of closing. Overpayment of taxes by Seller shall be reimbursed by separate payment voucher provided to seller for signature and processing.

11. Farmland Assessment/Rollback Taxes: The Seller represents that the Property is not subject to Farmland Assessment and that there are no rollback taxes due. Any rollback taxes shall be the sole responsibility of Seller. This provision shall survive closing of title.

12. Special Assessments: All assessments for public improvements, whether confirmed or unconfirmed, which have been commenced as of the date hereof, are to be paid in full by Seller prior to or at time of closing.

13. Condition of Property: Seller shall undertake no actions nor permit others to undertake any actions that may affect the existing condition of the Property (including removal of trees) without NJDEP's consent, except as may be otherwise expressly provided in this Agreement.

14. Environmental Cleanup/Dam Repair Contingencies:

a) Seller's Responsibilities:

Prior to closing, the Seller is responsible to (1) remove any abandoned equipment and/or vehicles located on the Property, (2) for having the interior of each existing building/structure in broom-clean condition, free of all debris and/or non-permanent articles, and (3) disconnect all utilities and remove the telephone and cable lines at the rear of the residence.

b) Demolition/Removal/Disposal of Existing Buildings/Man-made Structures:

After closing, Princeton shall: (1) demolish, remove and dispose of the existing buildings and all man-made structures and/or debris associated with the structures, including, but not limited to, the residence, stone patios, pool house and pool, pump house, shed, two (2) footbridges, the guardrail, identified portions of fences, driveway and stone walls/stone stairs, mechanized gate, and all light posts located on the Property; (2) properly decommission the two (2) existing wells by a NJ licensed well driller in accordance with NJDEP Well Construction and Maintenance; Sealing Of Abandoned Wells Rules, N.J.A.C. 7:9D, and submit well closure documentation to

NJDEP and Township to confirm such capping, post-closing; and (3) have the two (2) underground septic systems pumped, crushed and backfilled in accordance with applicable State and local regulations, and provide NJDEP and Seller with permit documentation to confirm closing of the septic tank in this method.

The portions of the fences, driveway and stone walls not identified for demolition are to remain on the Property, as shown on the accompanying map, attached as Schedule G. In addition to the demolition work, Princeton shall prepare the driveway area not slated for demolition with a chip surface and stone treatment to prepare the driveway area for a trail use.

All above grade structures and associated man-made debris shall be disposed of off-site. Princeton shall conduct the Demolition Work in accordance with all applicable State and local regulations. Prior to the commencement of the Demolition Work, Princeton shall provide NJDEP and Seller with all permit documentation to confirm approval of the demolition and on-site/off-site removal of all structures and man-made debris.

c) Repair of Existing Dam:

Seller represents that there is an existing low hazard, unnamed dam (Dam) associated with a waterway located on the Property. After closing, Princeton shall repair the Dam (Dam Repair Work) upon written approval and in accordance with the NJDEP Bureau of Dam Safety Inspection Report, dated March 6, 2012, attached as Schedule H (Inspection Report). The Dam Repair Work shall be limited to the completion of the first, second and third recommendations of the Inspection Report. Prior to the commencement of any Dam Repair Work, Princeton shall submit a set of plans to the NJDEP Bureau of Dam Safety for review and written approval, which shall also include the approval by NJDEP State Park Service. Princeton shall base its scope of work for selection of a contract for the completion of the Dam Repair Work on the plans approved by NJDEP.

d) Procedures for Demolition Work and Dam Repair Work:

Princeton shall select contractors to complete the Demolition Work and Dam Repair Work in accordance with all applicable federal, state and local statutes, rules and/or ordinances, including but not limited to those related to public advertisement and/or bidding. Princeton's bid specifications for Demolition Work and the Dam Repair Work shall be prepared in consultation with and approved by NJDEP. Upon selection of the contractor and prior to closing, Princeton shall provide the NJDEP and Seller with executed contracts for each successful bidder. The parties agree that closing of title shall not occur until the authorized contracts for both the Demolition Work and Dam Repair Work are executed and provided to NJDEP and the Seller.

After closing, Princeton shall immediately commence the Demolition Work and, upon completion of the Demolition Work, shall commence the Dam Repair Work. Completion of the Demolition Work and the Dam Repair Work shall be subject to the approval of NJDEP.

Princeton represents that it has passed a resolution authorizing the completion of the Demolition Work and the Dam Repair Work, including its hiring of contractors. A copy of the resolution is attached as Schedule I.

e) Escrow:

(i) Escrow Established at Closing. At closing, Seller shall deposit a portion of the Purchase Price in to be held in escrow by Seller's attorney (Escrow Amount) for the Demolition Work and the Dam Repair Work. Seller, NJDEP and Princeton shall enter into an Escrow Agreement, a copy of which is attached as Schedule J.

The Escrow Amount shall be determined as follows:

- a. Demolition Work. The Seller shall deposit double the amount of the cost of the Demolition Work as set forth in the executed contract between Princeton and its contractor.
- b. Dam Repair Work. The Seller shall deposit double the amount of the cost of the Dam Repair Work as set forth in the the executed contract between Princeton and its contractor.

(ii) Release of Escrow Funding. Seller shall be eligible for reimbursement of the Escrow Amount pursuant to the Escrow Agreement upon NJDEP's written approval of the completion of each of the Demolition Work and Dam Repair Work.

15. Warranty of No Solicitation: Seller hereby warrants that this Agreement has not been procured in violation of Chapter 48 of the Laws of 1954. N.J.S.A. 52:34-15 et seq., or in violation of Executive Order No. 189.

16. Seller's Representations:

- a) Seller represents that the Property is not in a flood area. If the Property is in a flood area, NJDEP has the right to terminate this Agreement.
- b) At the time of closing, the Property and all structures will be in broom clean condition, free of all debris and in accordance with Paragraph 14 of this Agreement.
- c) Seller represents that all buildings/structures will be empty and the Property will be free of any tenancies or any written or oral licenses or leases.
- d) Seller shall set forth in the Affidavit of Title that the Property is not subject to the requirements of the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. and N.J.A.C. 7:26B et. seq.
- e) Seller represents that it has not permitted nor authorized the storage of any hazardous or toxic material on the Property.

f) Seller agrees that prior to the conveyance of this Property, any and all rubbish or debris and equipment located thereon shall be removed and in accordance with Paragraph 14.

g) Seller represents that there are no Underground Storage Tanks on the Property.

h) Seller represents that there are no improvements on adjoining properties that extend across the boundary lines of the Property.

i) Seller represents that Seller is in substantial compliance with the laws, orders and regulations of each governmental department, commission, board or agency having jurisdiction over the Property, and has received no notices of non-compliance or violation.

j) These representations, in addition to contingencies relating to Paragraphs 2 and 14 shall survive closing of title.

17. Risk of Loss: The risk of loss or damage to the Property by fire or otherwise until closing of title is assumed by Seller. If the Property is damaged by fire or otherwise and the estimated cost of repairing the damage is less than \$10,000.00, this Agreement will remain in full force and effect. In that case, the Seller will either repair the damage before the closing to the reasonable satisfaction of the NJDEP, or deduct the amount agreed upon for the estimated repairs from the Purchase Price. If the estimated cost of repairing the damage is \$10,000.00 or more, Seller may terminate this Agreement unless repair above \$10,000.00 is waived by NJDEP.

18. Commission: If Seller has entered into a listing agreement, Seller represents that it will pay any sales commission in accordance with terms of such agreement.

19. Possession: Seller shall give possession of the Property to the NJDEP at the closing, subject to the rights of the Seller as provided herein. Seller shall give possession of the Exception Area to Princeton as closing.

20. Miscellaneous:

(a) Heirs, etc. Bound: For the performance of any and all covenants or representations herein, the parties hereby bind themselves, their respective heirs, executors, administrators, successors and assigns.

(b) Captions and Headings: Captions and headings used herein are for reference only and shall in no way be deemed to define, limit, explain or amplify any provision hereof.

(c) Severability: In case any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or provision, nor the validity of any other provision of this Agreement shall in any way be affected.

21. Date of Agreement: This Agreement shall become final upon signing by the all parties.

22. Entire Agreement: It is understood and agreed that all understandings and agreements previously had between the parties are merged in this Agreement, which alone fully and completely expresses their understanding, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation by the other which is not contained in this Agreement.

23. Notice: All notices that must be given under this Agreement are to be given either by:

- 1) Personal service, or
- 2) Certified mail return receipt requested, addressed to the other party at their address specified above.

IN WITNESS WHEREOF, the parties have signed this Agreement, and in the case of a corporation this Agreement has been signed by its proper corporate officers and its corporate seal has been affixed.

State of New Jersey  
Department of  
Environmental Protection

\_\_\_\_\_  
Rich Boornazian  
Assistant Commissioner  
for Natural and Historic Resources

\_\_\_\_\_  
Witness as to Signature of Seller

\_\_\_\_\_  
Frances M. D'Ambrisi, Seller

This contract Approved as to Form By:

\_\_\_\_\_  
Deputy Attorney General  
State of New Jersey

06/15/2011

Attest: COUNTY OF MERCER

\_\_\_\_\_  
Jerlene H. Worthy Clerk  
Clerk to the Mercer County  
Board of Chosen Freeholders

By: \_\_\_\_\_  
Brian M. Hughes  
County Executive

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :  
: SS:  
COUNTY OF MERCER :

I certify that on this date, Jerlene H. Worthy personally appeared before me and acknowledged under oath to my satisfaction that:

- (a) She is the Clerk to the Mercer County Board of Chosen Freeholders (the "Board"), named in this Assignment of Interests Agreement;
- (b) She is the attesting witness to the signing of this Assignment of Interests Agreement by Brian M. Hughes, the County Executive of the County of Mercer.
- (c) This document was executed by the County Executive as the voluntary act and deed of the Board for the uses and purposes therein expressed, as authorized by resolution;
- (d) She knows the proper seal of the Board and the seal which has been affixed to this document is the seal of the Board; and
- (e) She signed this Acknowledgment to attest to the truth of these facts.

Sworn to and subscribed before me on  
the date aforesaid

\_\_\_\_\_  
Jerlene H. Worthy, Clerk of the Board

\_\_\_\_\_  
Notary Public of New Jersey  
My Commission expires: \_\_\_\_\_



**SCHEDULE A**

**Mercer County Resolution**

**"SCHEDULE A" PLACEHOLDER**

(TO BE INSERTED)

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**SCHEDULE B**

**Friends of Princeton Open Space Resolution**

**“SCHEDULE B” PLACEHOLDER**

(TO BE INSERTED)

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**SCHEDULE C**

**Tax Map and Description**

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SCHEDULE A to deed between STUART S. DREIER and HORTENSE BRILL DREIER, his wife, to JOSEPH V. D'AMBRISI and FRANCES M. D'AMBRISI, his wife, dated September 27, 1985.

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Beginning at an iron pin in the southeasterly line of Stockton Street (N.J. Route #206) (66 feet wide), said beginning point being the northeasterly corner of Lot 4, Block 9.02 lands of Pierre Jean and Paula Boyer Rougny (formerly John Brockway Nelson) and running, thence

(1) along the southeasterly line of Stockton Street the following two courses: along a curve bearing to the right with a radius of 1041.68 feet a distance of 131.59 feet, chord of said curve bearing North 62° 46' 20" East a distance of 131.50 feet to an iron pin, thence

(2) North 70° 58' 30" East a distance of 193.35 feet to an iron pin, thence

(3) along the southwesterly line of Lot 82, Block 9.02 lands of Thyl, Inc. the following four courses: South 40° 46' 10" East a distance of 227.47 feet to an iron pin, thence

(4) South 42° 16' 10" East a distance of 205.00 feet to an iron pin, thence

(5) South 61° 51' 10" East a distance of 46.51 feet to an iron pin, thence

(6) South 42° 10' 16" East a distance of 86.00 feet to an iron pin, thence

(7) along the northwesterly line of Lot 34, Block 9.02 lands of the State of New Jersey bearing South 60° 45' 32" West a distance of 375.63 feet to an iron pin, thence

(8) along the northeasterly line of Lot 49, Block 9.02 lands of the State of New Jersey bearing North 50° 26' 40" West a distance of 161.79 feet to an iron pin, thence

(9) along the northeasterly line of Lot 7, Block 9.02 lands of Economic News Agency, Inc. bearing North 37° 36' 30" West a distance of 236.49 feet to an iron pin, thence

(10) along the northeasterly line of Lot 4, Block 9.02 lands of Pierre Jean & Paula Boyer Rougny bearing North 26° 07' 30" West a distance of 200.00 feet to the point and place of Beginning.

Containing 4.790 acres.

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**SCHEDULE D**

**P.L.2005. c.51 and E.O 117: Certification and Disclosure**

**SCHEDULE E**

**P.L.2005, c.51: Ownership Disclosure Form**

**SCHEDULE F**

**P.L.2005, c.271: Vendor Certification and Political Contribution Disclosure Form**

**SCHEDULE G**

**Map of Structures Not Targeted for Demolition**

**“SCHEDULE G” PLACEHOLDER**

NOTE: Draft Map Attached

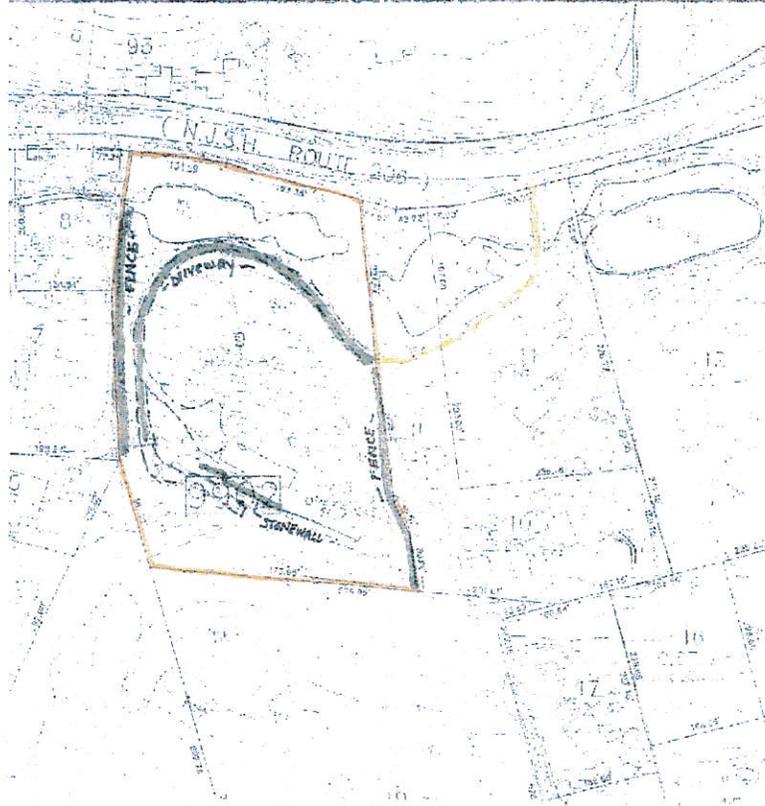
(FINAL MAP TO BE INSERTED)



DRAFT

SCHEDULE G

MAP OF STRUCTURES NOT TARGETED FOR DEMOLITION



ORANGE BLOCK AREA

DRIVEWAY

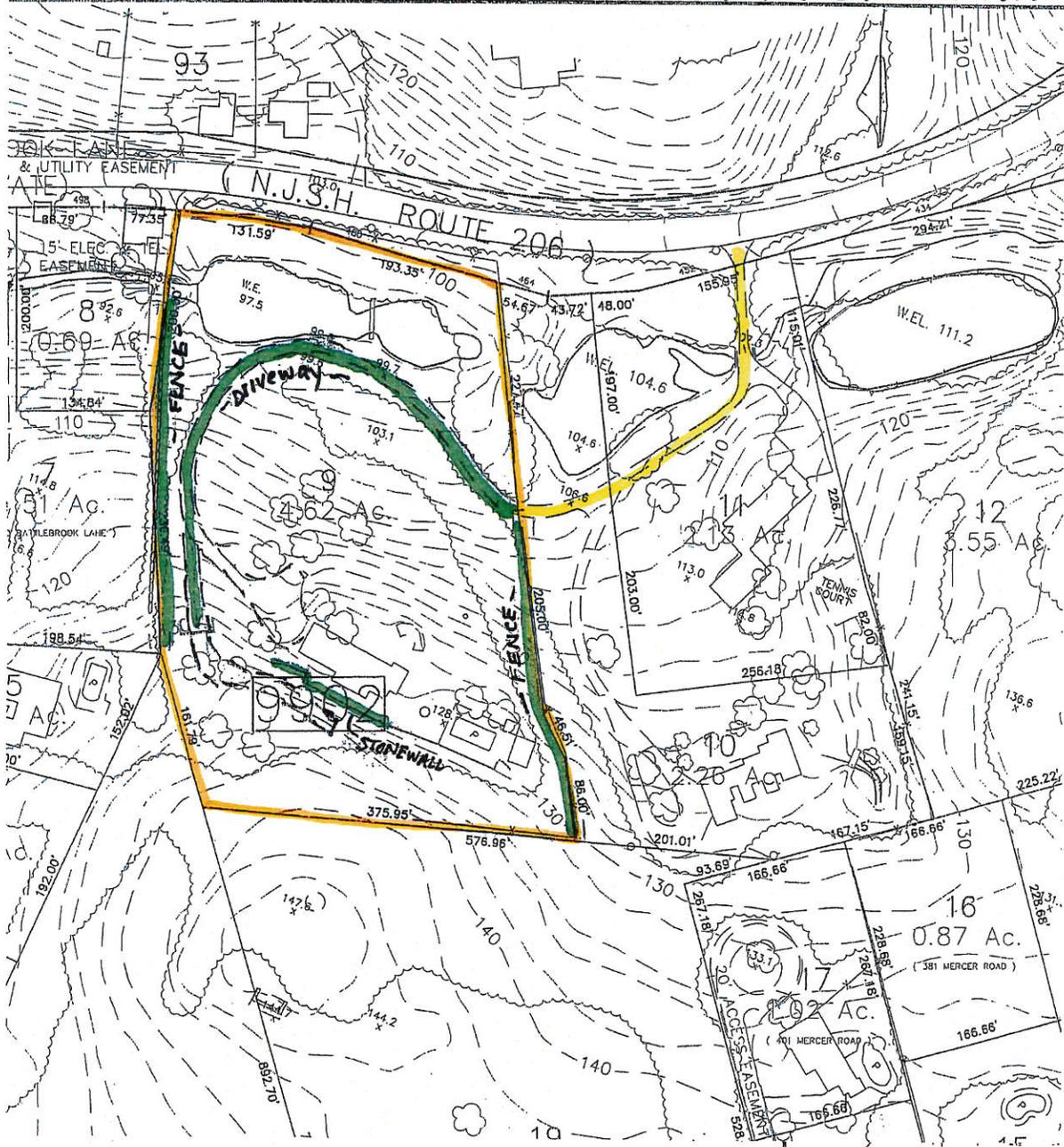
STRUCTURES, PERMANENT DRIVEWAYS, STONEWALLS TO REMAIN FOR USE OF THE DEVELOPER

NOTE: THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES.

9.25.13

**DRAFT**

# SCHEDULE G MAP OF STRUCTURES NOT TARGETED FOR DEMOLITION



 OUTLINE BLOCK 9902, LOT 9

 DRIVEWAY EASEMENT

 STRUCTURES (PORTIONS OF DRIVEWAY, FENCES & STONEWALLS)  
TO REMAIN - NOT TARGETED FOR DEMOLITION

NOTE: The driveway area remaining  
will be treated with chipstone surface

9.25.13

**SCHEDULE H**

**Dam Safety Inspection Report**

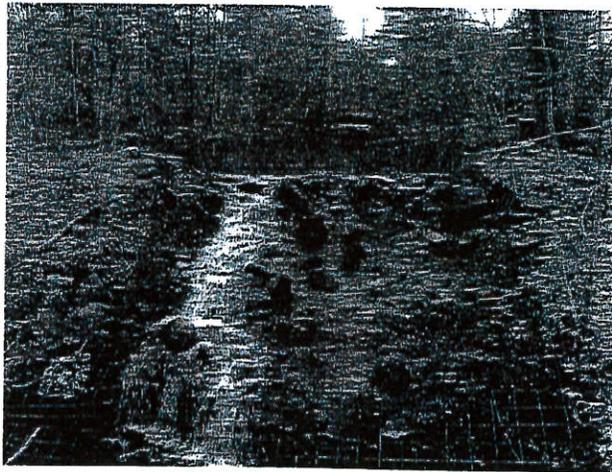
## Inspection Report

Unnamed Dam  
D'Ambrisi Property  
Princeton Township, Mercer County

Schedule  
4  
Dam S.  
Inspection  
report

On March 2, 2012, at the request of Green Acres I inspected an unregistered structure located on the D'Ambrisi property at Lot No. 9 Block No. 9902 in Princeton Township.

The dam is an earthen embankment approximately 10 feet in height with a masonry spillway approximately 10 feet wide. The length of the dam is approximately 75 ft. The masonry spillway is founded on bedrock. There exists to be an approximate 8" terra cotta pipe in the right abutment at the downstream edge of the masonry. No flow was observed from the pipe and exploration of the upstream face of the dam and the impoundment area in the vicinity of where the entrance would be expected did not disclose any gate structure.



The impoundment created by the dam is approximately 275 feet long with an average width of approximately 50 feet. Based upon the dimensions of the dam and impoundment I would estimate the storage at approximately 1.5 acre feet. There is approximately 2 feet of freeboard between the spillway crest and the top of dam. The drainage area to the dam is approximately 200 acres.

Immediately downstream of the dam is a masonry walking bridge. Below the bridge is a well defined stream channel. This channel flows parallel to Rt. 206 for approximately 1000 feet crossing under two driveway crossings and under Quaker Road before discharging into the Stony Brook. The volume stored in this impoundment is not great enough to present any potential hazard in the event of a failure. Therefore, I would classify this dam as a low hazard structure.

The dam appears to be in sound condition, however deterioration has occurred over time and there are some deficiencies noted. It was noted, as evidenced by erosion on the abutment and embankment sections, that the dam was recently overtopped (likely during Hurricane Irene). A section of the downstream edge of the spillway has unraveled and broken away (see Photo 1). I would anticipate that the toe of this dam was of similar construction as the dam located just upstream (see Photo 2). There is no noticeable sign of flow from below the spillway and the remaining spillway is not significantly undercut. It appears that there is still a good bond of the remaining spillway with the bedrock despite the loss of the toe. Trees exist on the embankment sections (see Photo 3). The root system of the trees behind the right spillway abutment has destroyed the abutment and spillway training wall (see Photo 4).

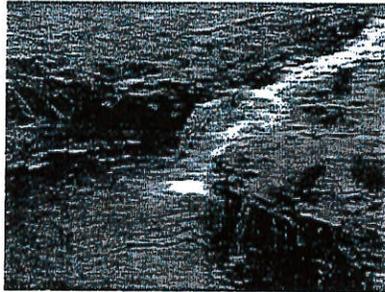


Photo 1: Subject Dam

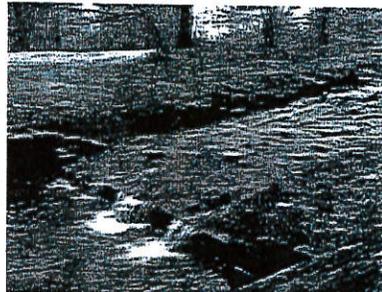


Photo 2: Dam located just upstream



Photo 3: Left embankment section

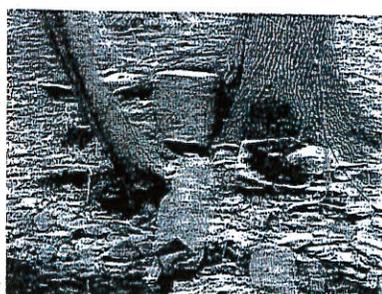
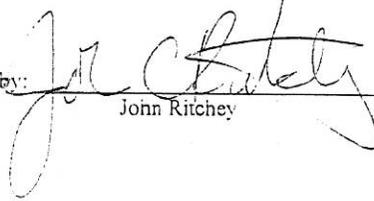


Photo 4: Right spillway abutment

Recommendations:

- It is recommended that the embankment sections be cleared of all trees. The large trees behind the right abutment should be removed including a majority of the root systems. All loose organic matter should be removed from the embankments, the crest of the dam filled and leveled, and a stable grass surface established and maintained.
- Reconstruct the abutments and the spillway training walls.
- Reconstruct the toe of the spillway to prevent further unraveling, erosion, and undermining.
- Long term improvements would require the analysis of the structure to determine if it can safely pass the spillway design flood (SDF). The SDF in the case of a low hazard dam is the 100 year flood per the NJ Dam Safety Standards. In the event that the dam does not meet the spillway capacity requirement, measures to increase the capacity would be necessary.
- An Operation and Maintenance Manual must be developed. The manual should include provisions for a means to draw down the impoundment if necessary. Any major rehabilitation in the future should include an operable low level outlet.

Prepared by:

  
John Ritchey

Date:

3/6/12

**SCHEDULE I**  
**Princeton Resolution**

**“SCHEDULE I” PLACEHOLDER**

(TO BE INSERTED)

**SCHEDULE J**

**Escrow Agreement**

6/14/2012

**“SCHEDULE J” PLACEHOLDER**

(TO BE INSERTED)