

# ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


Issued through the Office of:

Old Republic National Title Ins. Co.  
530 South Main St., Suite 1031  
Akron, OH 44311  
1-888-406-5166

Authorized Officer or Agent

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

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# COMMITMENT CONDITIONS

## 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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## **6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## **7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

## **8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## **9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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# Schedule A

## ALTA COMMITMENT

Commitment 01-19086165-01T

1. Commitment Date: 11/01/2019 at 7:00 a.m.

2. Policy (or Policies) to be issued

(a) 2006 ALTA OWNER'S POLICY  
Proposed Insured: TO BE DETERMINED  
Policy Amount: \$ 260,000.00

(b) 2006 ALTA LOAN POLICY  
Proposed Insured: TO BE DETERMINED  
Policy Amount \$ 260,000.00

(c) \_\_\_\_\_ ALTA \_\_\_\_\_ Policy  
Proposed Insured:  
Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

CATHERINE HAAS

5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"  
SITE ID: SOUTHAMPTON, NJ

**THIS DOCUMENT CONSTITUTES A STATEMENT OF THE TERMS AND CONDITIONS ON WHICH A TITLE INSURER IS WILLING TO ISSUE A POLICY OF TITLE INSURANCE IF THE TITLE INSURER ACCEPTS THE PREMIUM FOR THE POLICY. IT IS NOT A REPRESENTATION AS TO THE STATE OF TITLE AND DOES NOT CONSTITUTE AN ABSTRACT OF TITLE.**

Old Republic National Title Insurance Company

Old Republic National Title Ins. Co.  
530 South Main St., Suite 1031  
Akron, OH 44311  
1-888-406-5166



Authorized Officer or Agent

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President  
Attest  Secretary

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## EXHIBIT "A"

THE PROPERTY CONSISTS OF THE LAND AND ALL THE BUILDINGS AND STRUCTURES ON THE LAND IN THE TOWNSHIP OF SOUTHAMPTON, COUNTY OF BURLINGTON, AND STATE OF NEW JERSEY. THE LEGAL DESCRIPTION IS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY SIDELINE OF RED LION-VINCENTOWN ROAD (49.50 FEET WIDE, BURLINGTON COUNTY RT. #641), SAID POINT BEING 2063 FEET, MORE OR LESS, NORTHEASTERLY FROM THE CORNER AT EAYRESTOWN-RED LION ROAD AND BEING IN THE DIVISION LINE BETWEEN LOTS #13 AND #14, SAID BLOCK, THENCE, FROM SAID BEGINNING POINT.

- (1) ALONG THE SOUTHEASTERLY SIDELINE OF RED LION-VINCENTOWN ROAD, N 27° 35' 00" E, A DISTANCE OF 982.98 FEET TO A POINT IN THE SAME AND CORNER TO LOTS #14 AND #15; THENCE
- (2) ALONG THE DIVISION LINE BETWEEN LOTS #14 AND #15, S 62° 25' 00" E, A DISTANCE OF 465.77 FEET TO A POINT CORNER TO LOTS #14 AND #15, AND IN THE NORTHWESTERLY SIDELINE OF NEW JERSEY STATE HIGHWAY ROUTE 206 (80 FEET WIDE); THENCE
- (3) ALONG SAID NORTHWESTERLY SIDELINE OF NEW JERSEY STATE HIGHWAY ROUTE #206, S 14° 48' 26" W, A DISTANCE OF 1022.24 FEET TO A POINT IN THE SAME AND CORNER TO LOTS #13 AND #14; THENCE
- (4) ALONG THE DIVISION LINE BETWEEN LOTS #13 AND #14, N 61° 15' 40" W, A DISTANCE OF 691.97 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS 13.14 ACRES, MORE OR LESS.

LESS AND EXCEPT ANY PORTION OF THE PROPERTY CONTAINED WITHIN THE FOLLOWING 2 DEEDS:

1. DEED IN FAVOR OF UNITED STATES POSTAL SERVICE, GRANTEE, FROM JAMES HAAS CONSTRUCTION CO., INC., GRANTOR, RECORDED ON 09/25/1980, IN BOOK 2405, PAGE 286 OF THE BURLINGTON COUNTY RECORDS.

2. DEED IN FAVOR OF CATHERINE SUE HAAS, GRANTEE, FROM CHARLES CUTTS AND CATHERINE SUSAN HAAS AS CO-EXECUTORS FOR THE ESTATE OF EMMA CUTTS IN ACCORDANCE WITH THE LETTERS OF TESTAMENTARY ISSUED ON NOVEMBER 13, 2008 BY GEORGE T. KOTCH, SURROGATE OF BURLINGTON COUNTY, GRANTOR, RECORDED ON 08/20/2009, IN BOOK 6675, PAGE 283 OF THE BURLINGTON COUNTY RECORDS.

Tax ID: BLOCK 2203 LOT 14

BEING THE SAME PROPERTY CONVEYED TO CATHERINE HAAS, GRANTEE, FROM JAMES HAAS CONSTRUCTION CO., INC., NOW KNOWN AS HAAS SAND GRAVEL, L.L.C., GRANTOR, BY DEED RECORDED 06/02/2005, AS BOOK 06282, PAGE 767 OF THE BURLINGTON COUNTY RECORDS.

### [Legal Description - Word Format](#)

END OF SCHEDULE A

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# Schedule B-I

## ALTA COMMITMENT Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. PAY ALL TAXES, CHARGES AND ASSESSMENTS WHICH ARE DUE AND PAYABLE.

TAX I.D. NUMBER: BLOCK 2203 LOT 14

TAX YEAR: 2019 1<sup>ST</sup> QUARTER  
AMOUNT: \$1,068.28 PAID

TAX YEAR: 2019 2<sup>ND</sup> QUARTER  
AMOUNT \$1,068.26 PAID

TAX YEAR: 2019 3<sup>RD</sup> QUARTER  
AMOUNT: \$1,144.51 PAID

TAX YEAR: 2019 4<sup>TH</sup> QUARTER  
AMOUNT: \$1,094.19 – DUE 11/12/2019

### TAX AUTHORITY INFORMATION:

GWENDOLYN JOBES, TAX COLLECTOR  
5 RETREAT ROAD  
VINCENTOWN, NJ 08088  
(609) 859-3232

6. RECORD SATISFACTORY EXECUTED RELEASE OF THE CERTIFICATE OF SALE FOR UNPAID MUNICIPAL LIENS IN FAVOR OF B.F. COOK REALTY, CREDITOR, AGAINST JAMES HAAS CONSTRUCTION CO. , DEBTOR, RECORDED 10/31/1991, AS BOOK 4367 PAGE 15, CERTIFICATE 907 OF BURLINGTON COUNTY RECORDS IN THE FACE AMOUNT OF \$891.65, PLUS COSTS AND INTEREST, IF ANY.
7. RECORD SATISFACTORY EXECUTED RELEASE OF THE CERTIFICATE OF SALE FOR UNPAID MUNICIPAL LIENS IN FAVOR OF B.F. COOK REALTY, CREDITOR, AGAINST JAMES HAAS CONSTRUCTION CO., INC., DEBTOR, RECORDED 11/12/1993, AS BOOK 5275, PAGE 226, CERTIFICATE 100 OF BURLINGTON COUNTY RECORDS IN THE FACE AMOUNT OF \$3,169.97, PLUS COSTS AND INTEREST, IF ANY.
8. RECEIPT OF SATISFACTORY EXECUTED AFFIDAVIT STATING WHETHER OR NOT CAPTION PREMISES ARE THE PRINCIPAL MATRIMONIAL RESIDENCE OF THE BORROWER(S). IF SO, THE SPOUSE, IF ANY, OF CATHERINE HAAS MUST JOIN IN THE EXECUTION OF THE SECURITY INSTRUMENT TO BE INSURED.

END OF SCHEDULE B-I

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# Schedule B-II

## ALTA COMMITMENT EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET.
2. FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED.
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION.
4. MECHANICS', CONTRACTORS' OR MATERIAL MEN'S LIENS AND LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS OF RECORD.
5. ANY CHANGES IN TITLE OCCURRING SUBSEQUENT TO THE EFFECTIVE DATE OF THIS COMMITMENT AND PRIOR TO THE DATE OF ISSUANCE OF THE TITLE POLICY.
6. DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH MATTERS VIOLATE 42 USC 3604(C).

NOTE: THE POLICY ISSUED HEREUNDER WILL INSURE AGAINST LOSS OR DAMAGE ARISING FROM THE PROVISIONS OF THE REFERENCED COVENANTS, CONDITIONS OR RESTRICTIONS UNDER WHICH THE LIEN OF THE INSURED MORTGAGE CAN BE EXTINGUISHED, SUBORDINATED, OR IMPAIRED.

7. QUANTITY OF ACREAGE/SQUARE FOOTAGE AS SET FORTH IN SCHEDULE A, IF ANY.
8. TAXES AND SPECIAL ASSESSMENTS FOR CURRENT TAX YEAR AND ALL SUBSEQUENT YEARS.
9. SUBJECT TO TERMS AND CONDITIONS OF DEED OF EASEMENT IN FAVOR OF THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, RECORDED 09/12/2006, AS BOOK 6425, PAGE 913 OF THE BURLINGTON COUNTY RECORDS.

### [Supporting Documents](#)

END OF SCHEDULE B-II.

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**OWNER’S AFFIDAVIT**

State of \_\_\_\_\_ }  
  } ss.  
County of \_\_\_\_\_ }

The Affiant, whose address is \_\_\_\_\_ being first duly sworn,  
deposes and says that:

- 1. Affiant is the Owner of the premises located at \_\_\_\_\_ (the “Property”).
- 2. No person other than the Affiant is in possession or has a right to possession of the property except \_\_\_\_\_
- 3. Affiant has no knowledge of any unrecorded easement, or claim of easement, affecting the property except \_\_\_\_\_
- 4. Affiant is not aware of any boundary line disputes or discrepancies affecting the premises, or any material encroachments of improvements located on the property onto any adjacent land or any material encroachments or improvements located on adjacent land onto property.
- 5. Any repair or improvement of the Property within the last 90 days was completed on or about \_\_\_\_\_. Any labor or material for such repair or improvement has been paid in full, and there are no outstanding claims for such labor or material except \_\_\_\_\_.  
(Note: Attach copies of paid receipts/invoices or contact information for contractor).
- 6. There are no unpaid real estate taxes or assessments affecting the Property (except as shown on the current tax duplicate), and no notice has been received regarding future or pending assessments, except \_\_\_\_\_
- 7. There are no outstanding mortgages or other liens affecting the Property except (list lien holder, amount and (date)) \_\_\_\_\_
- 8. There are no other contracts, options or rights to purchase the Property except for the contract being closed.

THIS AFFIDAVIT is made for the purpose of inducing Old Republic National Title Insurance Company, to issue a title insurance policy or other title evidence, then to disburse any funds held as escrow or closing agent. Affiant hereby indemnifies and agrees to hold harmless Old Republic National Title Insurance Company against any damages or expense, including attorney fees, sustained as a result of any of the foregoing matters not being true and accurate.  
(“Affiant” is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders as the context shall require.)

BY \_\_\_\_\_  
PRINTED NAME:  
ITS:

Sworn to and subscribed before me, a Notary Public in and for said State, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public



Prepared by: (Print signer's name below signature)  
*Dennis P. McInerney*  
Dennis P. McInerney, Esquire

**DEED**

This Deed is made on June 2, 2005.

**BETWEEN** JAMES HAAS CONSTRUCTION CO., INC., now known as  
HAAS SAND & GRAVEL, L.L.C.

whose address is Route 1812, Route 206, P.O. Box 2329, Southampton, New Jersey 08088  
referred to as the Grantor,

**AND** CATHERINE HAAS

whose post office address is Route 1812, Route 206, P.O. Box 2329, Southampton, New Jersey 08088  
referred to as the Grantee.

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

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR AND 00/100 (\$1.00). The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Southampton, Block 2203, Lot 14, Account No.  No property tax identification number is available on the date of this Deed. (Check box if applicable).

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

BEGINNING at a point in the southeasterly sideline of Red Lion-Vincentown Road (49.50 feet wide, Burlington County Rt. #641), said point being 2063 feet, more or less, northeasterly from the corner at Eayrestown-Red Lion Road and being in the division line between Lots #13 and #14, said Block, thence, from said beginning point.

(1) along the southeasterly sideline of Red Lion-Vincentown Road, N 27° 35' 00" E, a distance of 982.98 feet to a point in the same and corner to Lots #14 and #15; thence

(2) along the division line between Lots #14 and #15, S 62° 25' 00" E, a distance of 465.77 feet to a point corner to Lots #14 and #15, and in the northwesterly sideline of New Jersey State Highway Route 206 (80 feet wide); thence

(3) along said northwesterly sideline of New Jersey State Highway Route #206, S 14° 48' 26" W, a distance of 1022.24 feet to a point in the same and corner to Lots #13 and #14; thence

(4) along the division line between Lots #13 and #14, N 61° 15' 40" W, a distance of 691.97 feet to the point and place of beginning.

CONTAINING within said bounds 13.14 Acres, more or less.

BEING the same land and premises which became vested in James Haas Construction Co., Inc., by Deed from Random Republic Corporation, a New Jersey Corporation, dated March 17, 1980, recorded in the Burlington County Clerk's Office on March 20, 1980, in Deed Book 2336, Page 330.

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

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

Witnessed by:

*Elton A. Conda*  
Elton A. Conda

JAMES HAAS CONSTRUCTION CO., INC.  
n/k/a HAAS SAND GRAVEL, L.L.C.  
HAAS Sand and Gravel L.L.C.,  
BY: *Catherine Haas* (Seal)  
CATHERINE HAAS President

\_\_\_\_\_ (Seal)

STATE OF NEW JERSEY, COUNTY OF BURLINGTON SS.:

I CERTIFY that on June 2, 2005, Elton A. Conda, personally came before me and stated under oath to my satisfaction that:

- (a) this person was the subscribing witness to the signing of the attached Deed;
- (b) this Deed was signed by Catherine Haas, who is President, of James Haas Construction Co., Inc., now known as Haas Sand Gravel, L.L.C., the entity named in this Deed and was fully authorized to and did execute this Deed on its behalf;
- (c) this Deed was made 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); and,
- (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

*Elton A. Conda*  
(Print name of witness below signature)  
ELTON A. CONDA

Signed and sworn to before me on  
June 2, 2005.

*Bonnie N. Madara*  
(Print name and title below signature)

**BONNIE N. MADARA**  
Notary Public of New Jersey  
My Commission Expires Dec. 29, 2005



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

Please Print or Type)

**SELLER(S) INFORMATION (If Multiple Sellers, Each Seller Must Complete a Certification)**

Name(s) James Haas Construction Co., Inc., now known as  
Haas Sand & Gravel, L.L.C., BY:

Current Resident Address:

Street: Route 206, P.O. Box 2329  
City, Town, Post Office Southampton NJ Zip Code 08088  
Home Phone ( ) Business Phone ( )

**PROPERTY INFORMATION (Brief Property Description)**

Block(s) BLOCK 2203 Lot(s) LOT 14 Qualifier  
Street Address:

City, Town, Post Office SOUTHAMPTON TOWNSHIP BURLINGTON COUNTY NEW JERSEY Zip Code 08088  
Seller's Percentage of Ownership 100% Consideration \$1.00 Closing Date

**SELLER ASSURANCES (Check the Appropriate Box)**

- 1.  I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
- 2.  The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
- 3.  I am 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 individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
- 6.  The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.

**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 could 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.

James Haas Construction Co., Inc., now known as  
Haas Sand & Gravel, L.L.C.  
Catherine Haas  
BY: Catherine Haas, President  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

6-2-05  
Date

Date DB 06282PG770 Signature  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION OR EXEMPTION (c. 49, P.L. 1968)

PARTIAL EXEMPTION (c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 as amended by c. 303, P.L. 1991 (N.J.S.A. 49:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF BURLINGTON

FOR RECORDER'S USE ONLY

Consideration \$ Realty Transfer Fee \$ Date By

\* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, Catherine Haas, being duly sworn according to law upon his/her oath deposes and says that

he/she is the GRANTOR in a deed dated June 2, 2005

transferring real property identified as Block No. 2203 Lot No. 14

located at SOUTHAMPTON TOWNSHIP, BURLINGTON COUNTY

and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 1.00

(3) FULL EXEMPTION FROM FEE

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

CONSIDERATION IS LESS THAN \$100.00

(4) PARTIAL EXEMPTION FROM FEE

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. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

A. SENIOR CITIZEN (See Instruction #8)

- Grantor(s) 62 years of age or over.\*
One- or two-family residential premises.
Owned and occupied by grantor(s) at time of sale.
Owners as joint tenants must all qualify except in the case of a spouse.

B. BLIND (See Instruction #8)

- Grantor(s) legally blind.\*
One- or two-family residential premises.
Owned and occupied by grantor(s) at time of sale.
No owners as joint tenants other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- Grantor(s) permanently and totally disabled.\*
One- or two-family residential premises.
Receiving disability payments.
Not gainfully employed.
No owners as joint tenants other than spouse or other qualified exempt owners.

\* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY

C. LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- Affordable According to HUD Standards.
Meets Income Requirements of Region.
Reserved for Occupancy.
Subject to Resale Controls.

D. NEW CONSTRUCTION (See Instruction #9)

- Entirely new improvement.
Not previously used for any purpose.
Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and sworn to before me this 2nd day of June, 2005

Elton A. Conda, Notary Public of N.J., My Commission Expires 11/26/06

James Haas Construction Co., Inc. n/k/a Haas Sand & Gravel, L.L.C. Signature of Deponent, Name of Grantor, P.O. Box 2329, Southampton, NJ 08088

FOR OFFICIAL USE ONLY

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

DB06282PG771

# RECORDING DATA PAGE

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Consideration      \$1.00    Code: E  
Transfer Fee :      \$0.00  
Recording Date:    06/02/2005    Login id:  
Document No :     4166381    cbartho

CATHERINE HAAS  
ROUTE 1812 ROUTE 206  
PO BOX 2329  
SOUTHAMPTON, NJ 08088

Receipt No    : 562369  
Document No   : 4166381    Type : DEED  
Recording Date : 06/02/2005  
Login id      : cbartho

Recorded  
Jun 02 2005 10:56am  
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060  
609-265-5180

D E E D

THIS DEED, made the 10<sup>th</sup> day of September 1980,  
between JAMES HAAS CONSTRUCTION CO., INC., A  
Corporation with a usual place of business at Rte. 206  
VINCENTOWN, N. J. (hereinafter, Grantor), and the UNITED  
STATES POSTAL SERVICE, an independent establishment of the  
Executive Branch of the Government of the United States,  
having a usual place of business at 1845 Walnut Street, in  
Philadelphia, Pennsylvania (hereinafter, Grantee).

COUNTY OF BURLINGTON  
CONSIDERATION  
REALTY TRANSFER FES  
DATE 9-15-80 BY [Signature]

WITNESSETH, that the Grantor, for and in consideration  
of FIFTY THOUSAND DOLLARS (\$50,000.00), lawful money of the  
United States of America, to it in hand well and truly paid  
by the Grantee, at or before the sealing and delivery of  
these presents, the receipt whereof is hereby acknowledged,  
and the Grantor being therewith fully satisfied, does by  
these presents grant, bargain, sell and convey unto the  
Grantee forever,

ALL that tract or parcel of land and premises, situate,  
lying and being in the Township of Southampton, County of  
Burlington and State of New Jersey, being more particularly  
described as follows:

BEGINNING at a concrete monument set in the division  
line between Lots 13 and 14 for a corner to Lot 14B, Block  
2203 on Sheet 22 of the Official Tax Map of Southampton  
Township, said point being South 61 degrees 15 minutes 40  
seconds East a distance of 300 feet from a point in the  
Southeasterly line of Red Lion - Vincentown Road (49.5  
feet wide), said point being 2,063 feet more or less  
Northeastwardly from the corner at Eayrestown - Red Lion Road;

THENCE (1) along the division line between Lots 13 and  
14B, South 61 degrees 15 minutes 40 seconds East a distance  
of 391.97 feet to a concrete monument set in the Southwesterly  
right of way line of New Jersey State Highway U. S. Route  
206 (80 feet wide);

THENCE (2) along the same North 14 degrees 48 minutes  
26 seconds East a distance of 260.16 feet to a concrete  
monument set for a corner to Lot 14;

THENCE (3) along the same North 61 degrees 15 minutes  
40 seconds West a distance of 329.33 feet to a concrete  
monument set for a corner;

THENCE (4) along the same South 28 degrees 44 minutes  
20 seconds West a distance of 252.51 feet to the point and  
place of beginning.

*SUBJECT TO slope and drainage rights granted to the State of New Jersey as contained in Deed Book 765, page 223.*

*BEING Lot 14B, Block 2203 on Sheet 22 of the Official Tax Map of the Township of Southampton, County of Burlington and State of New Jersey.*

*CONTAINING: 91,067.342 square feet or 2.091 acres be the same more or less.*

*BEING a portion of the same premises conveyed by Random Republic Corporation (1) initially to Haas Construction Company, Inc., by deed dated June 21, 1978, and recorded June 28, 1978, in Deed Book 2071, page 143; and (2) by deed of correction, to James Haas Construction Co., Inc., dated March 17, 1980, and recorded March 20, 1980, in Deed Book 2336, page 330.*

*TOGETHER with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; AND ALSO all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances.*

*TO HAVE AND TO HOLD all and singular, the premises herein described, together with the appurtenances, unto the Grantee, its successors and assigns, to the only proper use, benefit, and behoof of the said Grantee, its successors and assigns, forever.*

*TOGETHER with a permanent and perpetual easement for a driveway over all that tract or parcel of land and premises situate, lying, and being in the Township of Southampton, County of Burlington and State of New Jersey, being more particularly described as follows:*

*BEGINNING at a point in the Southeasterly line of Red Lion - Vincentown Road (49.5 feet wide) at the division line between Lots 13 and 14, Block 2203 on Sheet 22 of the Official Tax Map of the Township of Southampton, said point being 2063 feet more or less from the corner at Bayrestown - Red Lion Road;*

*THENCE (1) along the said division line between Lots 13 and 14 South 61 degrees 15 minutes 40 seconds East a distance of 300 feet to a concrete monument set for a corner to Lot 14B said block;*

*THENCE (2) along the division line between Lots 14 and 14B North 28 degrees 44 minutes 20 seconds East a distance of 15 feet to a point;*

*THENCE (3) crossing Lot 14 North 61 degrees 15 minutes 40 seconds West a distance of 300.30 feet to a point in the said Southeasterly line of Red Lion - Vincentown Road (49.5 feet wide);*

*THENCE (4) along the said line of Red Lion - Vincentown Road South 27 degrees 35 minutes 00 seconds West a distance of 15 feet to the point and place of beginning.*



CONTAINING: 4,502.25 square feet or 0.103 acres be the same more or less.

BEING a portion of Lot 14, Block 2203, on Sheet 22 of the Official Tax Map of the Township of Southampton, County of Burlington and State of New Jersey.

AND the Grantor, for itself and its successors and assigns, covenant, grant and agree to and with the Grantee that at the time of the sealing and delivery of these presents, Grantor is lawfully seized of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the premises hereby conveyed, with all the buildings thereon and the privileges and appurtenances thereunto belonging; AND has good right, full power and absolute authority to grant, sell and convey the same to the Grantee in the manner and form hereof; AND that the Grantee shall and may at all times hereafter, peaceably and quietly enter upon and have, hold, use and occupy, possess and enjoy the premises hereby conveyed and every part and parcel thereof, with all the buildings thereon and the privileges and appurtenances thereunto belonging, to and for Grantee's use and benefit without any let, suit, eviction, interruption, claim or demand whatsoever, of the Grantor or of any other persons whomsoever lawfully claiming or to claim the same; AND that the said lands and premises are now free and clear, acquitted and discharged of and from all limitations, grants, estates, mortgages, judgments, executions, taxes, assessments, encumbrances and liens of any nature and kind whatsoever, except as herein set forth. AND that the Grantor and every person whomsoever, lawfully or equitably deriving any estate, right, title or interest through, from or for the Grantor, in trust or otherwise, in or to the premises described herein, the buildings thereon and the privileges and appurtenances thereunto belonging, shall and will, at all times hereafter upon the reasonable request of the Grantee, do or execute or cause to be done or executed, all such further acts, deeds and things for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed, as by the Grantee or Grantee's counsel in law, shall be reasonably advised or required.

AND, the said Grantor, for itself and its successors and assigns, does by these presents covenant, grant, and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor, and its successors and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, by, from, through, or under it, them, or any of them, shall and will subject as aforesaid, warrant and forever defend.

IN WITNESS WHEREOF, the said Grantor hath hereunto affixed its corporate seal and caused these presents to be duly executed by its proper officers, on the day and year first above written.

ATTEST:

JAMES HAAS CONSTRUCTION CO., INC.

*G. M. Van Isterhout*  
G. M. Van Isterhout

By: *James E. Haas, Jr.*  
President  
James E Haas



STATE OF NEW JERSEY )  
COUNTY OF Burlington ) (SS:

On this 10th day of September, 1980, before me, personally appeared James E. Haas, Jr. and to me personally known, or proven to be, who by me duly sworn, did say that ~~they~~ <sup>he is</sup> the President and of JAMES HAAS CONSTRUCTION CO., INC., and that the seal affixed to the foregoing instrument is the seal of JAMES HAAS CONSTRUCTION CO., INC., and that the instrument was signed and sealed in behalf of JAMES HAAS CONSTRUCTION CO., INC., and they acknowledged said instrument to be the voluntary act and deed of JAMES HAAS CONSTRUCTION CO., INC., made by virtue of authority from its Board of Directors.

*Shirley P. Williamson*  
Notary Public

SHIRLEY P. WILLIAMSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires August 12, 1983



This deed was prepared by Melvin Rosenberg, Assistant Regional Counsel, Law Division, Eastern Region, United States Postal Service, P. O. Box 8601, Philadelphia, PA 19101.

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION OR EXEMPTION  
(c. 49, P.L. 1968)

OR  
PARTIAL EXEMPTION  
(c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF Burlington

FOR RECORDER'S USE ONLY	
Consideration \$	_____
Realty Transfer Fee \$	_____
Date _____	By _____

\*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instruction #3)

Dayle Feistman being duly sworn according to law upon his oath deposes and says that he is the

(State whether Grantor, Grantee or Legal Representative; if Legal Representative, specify in what capacity)

in the deed between James Wade Construction Co, Inc, Rt 206, Vincentown, N.J.  
(Name and Address of Grantor)  
United States Postal Service  
(Name and Address of Grantee)

dated 9/10/80 and annexed hereto.

(2) OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE (See Instruction #4)

Deponent states that he is the \_\_\_\_\_ (Title of Corporate Officer) of \_\_\_\_\_ (Name of Corporate Grantor or Grantee), and that he is fully acquainted with the business of said corporation and knows the actual and full consideration paid or to be paid for the transfer of title to the premises described in the deed annexed hereto.

(3) OFFICER OF TITLE COMPANY OR LENDING INSTITUTION (See Instruction #5)

Deponent states that he is the Settlement Clerk (Title) of Equity Title & Abstract Inc (Name of Title Company or Lending Institution) participating in the deed transaction herein described and that he knows the actual and full consideration paid or to be paid for the transfer of title to the premises described in the deed annexed hereto.

(4) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 50,000.00

(5) LOCATION OF PROPERTY

Deponent states that the real property transferred by the deed annexed hereto is located in Southampton (Taxing Districts) and Burlington (County).

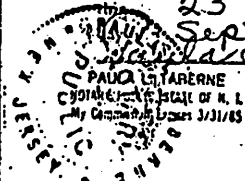
(6) EXEMPTION FROM FEE (Complete only if exemption from fee or any part thereof is claimed.)

CHECK APPROPRIATE BLOCK BELOW.  
Deponent claims that this deed transaction was exempt from the realty transfer fee imposed by c. 49, P.L. 1968  (See instruction #7) or is exempt from the increased fee imposed by c. 176, P.L. 1975  (See instruction #8) for the following reason(s):  
Supplier paying all closing costs and lawyer is exempt from transfer tax.

Deponent makes affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

Dayle B. Feistman  
Name of Deponent  
800 Wood Rd 70, Marlton, N.J.  
Address of Deponent



FOR OFFICIAL USE ONLY	
This space for use of County Clerk or Register of Deeds.	
Instrument Number _____	County _____
Deed Number _____	Book _____ Page _____
Deed Dated _____	Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.  
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.  
ORIGINAL - White copy to be retained by County.  
DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation, pursuant to N.J.A.C. 18:16-8.12.

LB 1547

22707

SEP 25 3 45 PM '80  
BURLINGTON COUNTY  
CLERK

RECORDED

RECEIVED 9-25-80  
at 3:45 o'clock P.M.  
and Recorded in the Clerk's Office  
of Burlington County at Mt. Holly  
in Book 2405 - of  
Platfolio 286

Edward A. Kelly, Jr. Clerk



*[Signature]* 17-

CHARGE, RECORD AND RETURN TO  
EQUITY TITLE AND ABSTRACT, INC  
800 WEST ST. 70  
MARLTON, N. J. 08053

Executor's Deed

2009 AUG 20 A 11: 46

This Deed is made on April 30 2009 -  
BETWEEN

RECEIVED

Charles Cutts and Catherine Susan Haas as Co-Executors for the Estate of Emma Cutts in accordance with the Letters Testamentary issued on November 13, 2008 by George T. Kotch, Surrogate of Burlington County (collectively, the "Grantor")

Referred to as the Grantor,  
AND

Catherine Susan Haas, an individual residing at 1 South Park Drive, Tabernacle, New Jersey 08888

RECEIVED  
2009 NOV 16 P 3:30  
BURLINGTON COUNTY CLERK

Referred to as the Grantee  
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Grantor. The Grantor makes this Deed as the Personal Representative of the Estate of Emma Cutts who died on September 4, 2008, late of the Township of Vincentown, County of Burlington and State of New Jersey. Letters Testamentary were issued to the Grantor herein by George T. Kotch, Surrogate of Burlington County on November 13, 2008 under Docket No. 2008-2245.

2. Transfer of Ownership. The Grantor grants and conveys (transfer ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of One Dollar and No Cents (\$1.00).

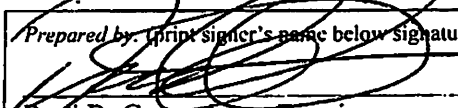
The Grantor acknowledges receipt of this money.

3. Tax Map Reference. (CA) (N.J.S.A. 46:14-1.1) Municipality of Vincentown  
Block No. 14-012203 Lot No. 2203 Qualifier No. Account No.  
 No property tax identification number is available on the date of this Deed. (Check Box if Applicable.)

4. Property. The Property consists of the land and all the buildings and structures on the land in the Township of Vincentown County of Burlington and State of New Jersey. The legal description is:

[ x ] Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING the same land and premises which became vested in Emma Cutts by Deed dated December 22, 1978 from Haas Construction Company, Inc., and recorded on December 21, 1978 with the Clerk of Burlington County in Deed Book 2158 at page 7 et seq. for the sum of Eight Thousand Dollars and No Cents (\$8,000.00).

Prepared by: (print signer's name below signature)  
  
Rudi R. Grueneberg, Esquire

(For Recorder's Use Only)

THEREAFTER, the said Emma Cutts departed this life on September 4, 2008, leaving a Last Will and Testament dated December 28, 1981 which was duly admitted for Probate on November 13, 2008 in the Burlington County Surrogate's Office under Docket No. 2008-2245, whereupon Catherine Susan Haas and Charles Cutts were appointed Co-Executors of the Estate.

A Quitclaim Deed dated September 9, 2008 was previously executed by Arthur Cutts, Charles Cutts, Lida Brown, Kenneth Cutts, Harry Cutts, William Cutts, Betty Ann Marlin, Albert Cutts, Ralph Cutts and Ronald Cutts with respect to their interest in the subject property created by the Last Will and Testament of Emma Cutts (dated December 28, 1981), dated September 9, 2008. The Quit Claim Deed is being simultaneously recorded with the Clerk of Burlington County for the sum of One Dollar and No Cents (\$1.00).

LISTED FOR INFORMATIONAL PURPOSES ONLY: BEING commonly designed as Lot ~~2203~~ <sup>14.01</sup> Block ~~14.01~~ <sup>2203</sup> on the official Tax Map of Southampton Township. (CA)

UNDER AND SUBJECT to all covenants, reservations, easements, rights of way, conditions and restrictions of record.

The street address of the Property is: 146 Red Lion Road, Southampton, New Jersey 08088

5. **Type of Deed.** This Deed is an Executor's Deed. The Grantors make no promises as to ownership or title, but are simply transferring whatever interest the Grantors have in the Property to the Grantee.

6. **Signatures.** The Grantors sign this Deed as of the date at the top of the first page.

Witnessed By:

[Signature] 4-30-09

Charles R. Cutts (Seal)  
Charles Cutts, Co-Executor for  
The Estate of Emma Cutts

[Signature] 4-30-09

Catherine Haas (Seal)  
Catherine Susan Haas, Co-Executor for  
The Estate of Emma Cutts

STATE OF NEW JERSEY, COUNTY OF BURLINGTON SS.  
I CERTIFY that on April 30, 2009  
Charles Cutts and Catherine Susan Haas, Co-Executors for the Estate of Emma Cutts

Personally came before me and stated to my satisfaction that each individual:  
(a) was the maker of this Deed;  
(b) executed this Deed as his or her own voluntary act; and,  
(c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.

RECORD AND RETURN TO:  
Gruneberg Law Group, LLC  
Attn: Rudi R. Gruneberg, Esquire  
704 E. Main Street, Bldg. "E"  
Moorestown, NJ 08057  
(856) 235-6710

(Print name and title below signature)

CARLEEN BROWNING  
NOTARY PUBLIC OF NEW JERSEY  
EXPIRES FEB. 1, 2011

**LEGAL DESCRIPTION**

**Block 2208, Lot 14.01  
Tax Map of Southampton Township, Burlington County, New Jersey**

BEGINNING at a point in the southeasterly sideline of Red Lion-Vincentown Road (49.50 feet wide, Burlington County, Route #641), said point being the division line between Lot ~~14A~~<sup>14.01</sup> and Lot 15, said Block, thence, from said beginning point.

(1) Along the division line between Lots ~~14A~~<sup>14.01</sup> and 15, South 62 degrees 25 minutes 00 seconds East, a distance of 178.25 feet to a point of the division line of Lots 14 and 15; thence

(2) Along said division line between Lots ~~14A~~<sup>14.01</sup> and 14, South 27 degrees 35 minutes 00 seconds West, a distance of 125.0 to a point; thence

(3) Along said division line between Lots ~~14A~~<sup>14.01</sup> and 14, North 62 degrees 25 minutes 00 seconds West, to a point at the division line of Lots ~~14A~~<sup>14.01</sup> and 14 at Red Lion-Vincentown Road (Burlington County Route #641); thence

(4) Along said Red Lion-Vincentown Road (Burlington County Route #641) North 27 degrees 35 minutes 00 seconds East, a distance of 125.0 to the point and place of beginning.

CONTAINING within said bounds 0.512 Acres, more or less.

No. 907 Certificate of Sale 13458  
FOR UNPAID MUNICIPAL LIENS

88337

Joan B. Wescott, COLLECTOR OF TAXES of the taxing district of the Municipality of Southampton, in the COUNTY of Burlington and State of New Jersey, do hereby certify that on the 27<sup>th</sup> day of October, 19 91 at a public sale of lands for delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937, Title 54, Chapter 5, and the amendments and supplements thereto I sold to B. Flock Ruddy whose address is 27 Cheater Field Court Southampton, Pa. 18988 for Eight Hundred and fifty Dollars and no cents, the land in said taxing district described as Block No. 2203, Lot No. 14 and known as Block 2203 Street Construction Co., on the tax duplicate thereof and assessed thereon to James H. Hays

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

Taxes for 19 <u>90</u>	<u>881.00</u>	<u>2.12</u>	<u>10.74</u>	<u>893.86</u>
Sewer service charges				
Water service charges				
Assessment for improvements				
COSTS OF SALE:				
P.L. 1983, CHAPTER 478, APPROVED JANUARY 12, 1984				
The cost of sale shall be 2% of the existing lien (total of items above including interest) but not less than \$15 and not more than \$100.				
TOTAL COSTS OF SALE:	<u>917.48</u>			
TOTAL AMOUNT OF SALE	<u>8891.65</u>			
PREMIUM (IF ANY) PAID \$	<u>None</u>			

Said sale is subject to redemption on repayment of the amount of the sale, together with interest at the rate of 18% per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by statute. The sale is subject to municipal liens accruing after December 31, 1990, and assessment installments not yet due, amounting to None dollars and interest thereon.

The right to redeem will expire in six months after the service of notice to redeem, except that the right to redeem shall extend for six months from the date of sale, or from the date of service of notice where the municipality is the purchaser and extend for two years from the date of sale for all other purchasers.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25<sup>th</sup> day of October, 19 91.

State of New Jersey, County of Burlington } Joan B. Wescott (SEAL)  
Collector of Taxes

BE IT REMEMBERED that on this 25<sup>th</sup> day of October, 19 91 before me a Notary Public of New Jersey; personally appeared Joan B. Wescott, Collector of Taxes of the taxing district of Southampton, in the County of Burlington who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale, and I having made known to him the contents thereof, he thereupon acknowledged to me that he signed, sealed and subscribed the same as his voluntary act and deed, for the uses and purposes therein expressed.

PREPARED BY: Joan B. Wescott Joan B. Wescott William B. ...  
NOTE: N.J.S.A. 16-3, All signatures appearing on the certificate, those of the Collector of Taxes and the person who takes his acknowledgement, shall be printed, typed or signed in ink. The name of the person that signed.

RECORDED  
10/27/91  
10:00 AM  
SOUTHAMPTON, N.J.  
MUNICIPAL RECORDS  
CITY OF SOUTHAMPTON, N.J.



**AUTHORIZATION FOR CANCELLATION OF RECORD**

The within certificate has been duly paid and satisfied and the County Recording Officer is hereby authorized to cancel the same of record.

Name of Municipality

BY: \_\_\_\_\_ Mayor (NJSA 48: 18-6 & 54: 5-55) ATTEST: \_\_\_\_\_ Municipal Clerk

73933

(Seal of Municipality to be affixed)

REC'D  
BURLINGTON CO. CLERK  
APR 16 1960

RECORDED  
Prepared by Joan B. Wescott  
53 of 1

B.F. COOK REALTY Co.  
27 Chestersfield Court  
Southampton, N.J. 08088

for said County on pages  
A.D., 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock in the  
noon and Recorded in Book \_\_\_\_\_

County of Burlington  
New Jersey  
RECEIVED in the Register Office of the  
Entered \_\_\_\_\_ Compared \_\_\_\_\_ Checked \_\_\_\_\_

To Municipality of Southampton Township  
Burlington County, New Jersey  
Joan B. Wescott  
Collector of Taxes  
B.F. COOK REALTY

No. 907  
**Tax Sale Certificate**

**AUTHORIZATION FOR CANCELLATION OF RECORD BY A PRIVATE CORPORATION**

The within certificate has been fully paid and satisfied and the County Recording Officer is hereby authorized to cancel the same of record.

Name of Corporation

BY: \_\_\_\_\_ President ATTEST: \_\_\_\_\_ Secretary

(Corporate Seal to be affixed)

**AUTHORIZATION FOR CANCELLATION OF RECORD BY AN INDIVIDUAL**

The within certificate has been fully paid and satisfied and the County Recording Officer is hereby authorized to cancel the same of record.

B.F. COOK REALTY Co.

Signature of Holder of Certificate  
Benjamin F. Cook

The above signature is certified to as genuine.

A Notary Public of New Jersey

884367 6016 21001 7948H

No. 1666

# Certificate of Sale

FOR UNPAID MUNICIPAL LIENS

0:381

I, Joan B. Wescott, COLLECTOR OF TAXES of the taxing district of the  
Joan B. Wescott of Burlington, in the COUNTY of Burlington  
 and State of New Jersey, do hereby certify that on the 14<sup>th</sup> day of October, 19 93  
 at a public sale of lands for delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937,  
 Title 54, Chapter 5, and the amendments and supplements thereto I sold to B.F. Coal Realty  
 whose address is 371 Chesterfield Road, Burlington, N.J.  
 for Thirty One Hundred Fifty Dollars and ninety seven cents, the land in said taxing  
 district described as Block No. 2203, Lot No. 14 and known as 1833 Route  
206, on the tax duplicate thereof and assessed thereon to General Electric  
Construction Co. Inc.

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

ITEMS	TOTAL
Taxes for 1992	1269.00
Sewer service charges	185.11
Water service charges	177.71
Assessment for improvements	

COSTS OF SALE:  
 P.L. 1983, CHAPTER 478, APPROVED JANUARY 12, 1984  
 The cost of sale shall be 2% of the existing lien (total of items  
 above including interest) but not less than \$15 and not more than  
 \$100.

*Handwritten notes:*  
 11/24/94  
 Received @ mgrow  
 Ben F. Cook

TOTAL COSTS OF SALE: 1631.82  
 TOTAL AMOUNT OF SALE 1631.82  
 PREMIUM (IF ANY) PAID \$ —

Said sale is subject to redemption on repayment of the amount of the sale, together with interest at the rate  
 of 12 1/2% per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by  
 statute. The sale is subject to municipal liens accruing after December 31, 19 92, and assessment installments  
 not yet due, amounting to None dollars and interest thereon.

The right to redeem will expire in six months after the service of notice to redeem, except that the right to  
 redeem shall extend for six months from the date of sale, or from the date of service of notice where the  
 municipality is the purchaser and extend for two years from the date of sale for all other purchasers.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14<sup>th</sup> day of  
October, 1993.

Joan B. Wescott (SEAL)  
 Joan B. Wescott  
 Collector of Taxes

State of New Jersey, County of Burlington ) ss:

BE IT REMEMBERED that on this 14<sup>th</sup> day of October, 19 93 before me a  
Notary Public of New Jersey, personally appeared Joan B. Wescott  
Wescott, Collector of Taxes of the taxing district of City of  
Burlington, in the County of Burlington  
 who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale; and I having  
 made known to him the contents thereof, he thereupon acknowledged to me that he signed, sealed and delivered  
 the same as his voluntary act and deed, for the uses and purposes therein expressed.

PREPARED BY: Joan B. Wescott or Joan B. Wescott  
 NOTE: NJSA 17:15-3. All signatures appearing on the certificate, those of the Collector and Notary Public  
 who takes his acknowledgement, shall be printed, typed or stamped underneath such JERSEY  
 signature the name of the person that signed.

RECEIVED

OCT 25 PM 4:09  
CLERK

MB5275-PC226 7559 27528M

**AUTHORIZATION FOR CANCELLATION OF RECORD**

The within certificate has been duly paid and satisfied and the County Recording Officer is hereby authorized to cancel the same of record.

Name of Municipality

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
Mayor (NJSA 46: 18-6 & 54: 5-55) Municipal Clerk

(Seal of Municipality to be affixed)

087656

No. 1000

**Tax Sale Certificate**

Joan B. Wescott

Collector of Taxes

Municipality of Southampton

Burlington

County, New Jersey

To B.F. Cook Realty Co.

27 Chesterfield Court

Southampton, N.J. 08088

Entered Compared Checked

RECEIVED in the Register Office of the

County of

New Jersey

on the day of

AD, 19 . at o'clock in the

noon and Recorded in Book

for said County on pages

*Benjamin F. Cook*  
B.F. COOK REALTY CO. 204  
27 CHESTERFIELD COURT  
SOUTHAMPTON, N.J. 08088  
RECEIVED BY *Joan B. Wescott*

RECEIVED

**AUTHORIZATION FOR CANCELLATION OF RECORD BY A PRIVATE CORPORATION**

The within certificate has been fully paid and satisfied and the County Recording Officer is hereby authorized to cancel the same of record.

Name of Corporation

RECORDED

NOV 12 AM 10 1988

BURLINGTON COUNTY

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
President Secretary

(Corporate Seal to be affixed)

**AUTHORIZATION FOR CANCELLATION OF RECORD BY AN INDIVIDUAL**

The within certificate has been fully paid and satisfied and the County Recording Officer is hereby authorized to cancel the same of record.

B.F. COOK REALTY Co.

Signature of Holder of Certificate  
Benjamin F. Cook/Jean S. Cook

The above signature is certified to as genuine.

A Notary Public of New Jersey

825275 Pg228 HB2522 6SS2

# DEED OF EASEMENT

**Date** This Deed is made on August 25th, 2006 between

**Parties:**

**(Seller) Grantor:** Catherine Haas, Divorced

**Address:** 1812 Route 206  
P.O. Box 2329  
Southampton, New Jersey 08088

**Grantor and**

**(Buyer) Grantee:** The State of New Jersey  
Department of Transportation  
1035 Parkway Avenue, PO Box 616  
Trenton, New Jersey 08625-0616

**Grantee**

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed.)

**Consideration** In return for the payment to Grantor by the Grantee the sum of Eleven Thousand Dollars (\$ 11, 000.00)

**Conveyance** The Grantor grants and conveys to the Grantee an easement over and across the property of Grantor located in the Township of Southampton and County of Burlington and State of New Jersey, specifically described as follows:

**Description of Land**

SEE SCHEDULE "A" ATTACHED

The Grantor retains all other rights to use the Property, which is subject to the easement, for a legal purpose not inconsistent, contrary or in conflict with the terms of this easement as described in Schedule "A". Maintenance of the Property, which is subject to the easement, shall remain the obligation of the Grantor except to the extent stated otherwise Schedule "A"

This Deed was prepared for the State by:

  
Rebecca Dalton

2006 SEP -8 P 3 21

RECEIVED

DB 06425 PG 913

8/01/05 (RWR)

" SCHEDULE A "

An easement in certain lands and premises, situate, lying and being in the Township of Southampton, County of Burlington and the State of New Jersey and more particularly described as follows:

**PARCEL E7** as indicated on a map entitled, "NEW JERSEY DEPARTMENT OF TRANSPORTATION, GENERAL PROPERTY PARCEL MAP, ROUTE U.S. 206 (1953) SECTION 5, Red Lion Circle To Vincentown-Retreat Road, Showing Existing Right Of Way And Parcels To Be Acquired In The Township Of Southampton, County Of Burlington, February 2005"; and as shown more particularly on a map attached hereto and made a part hereof, marked "Exhibit B", entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE U.S. 206 (1953) SECTION 5, Red Lion Circle To Vincentown-Retreat Road, PARCEL E7, Township Of Southampton, County Of Burlington, February 2005"; and also being construction project ROUTE 206 SOUTHAMPTON TOWNSHIP DRAINAGE, CONTRACT NO. 019950730;

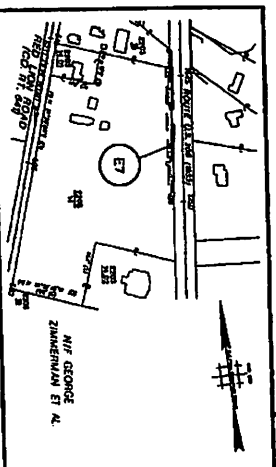
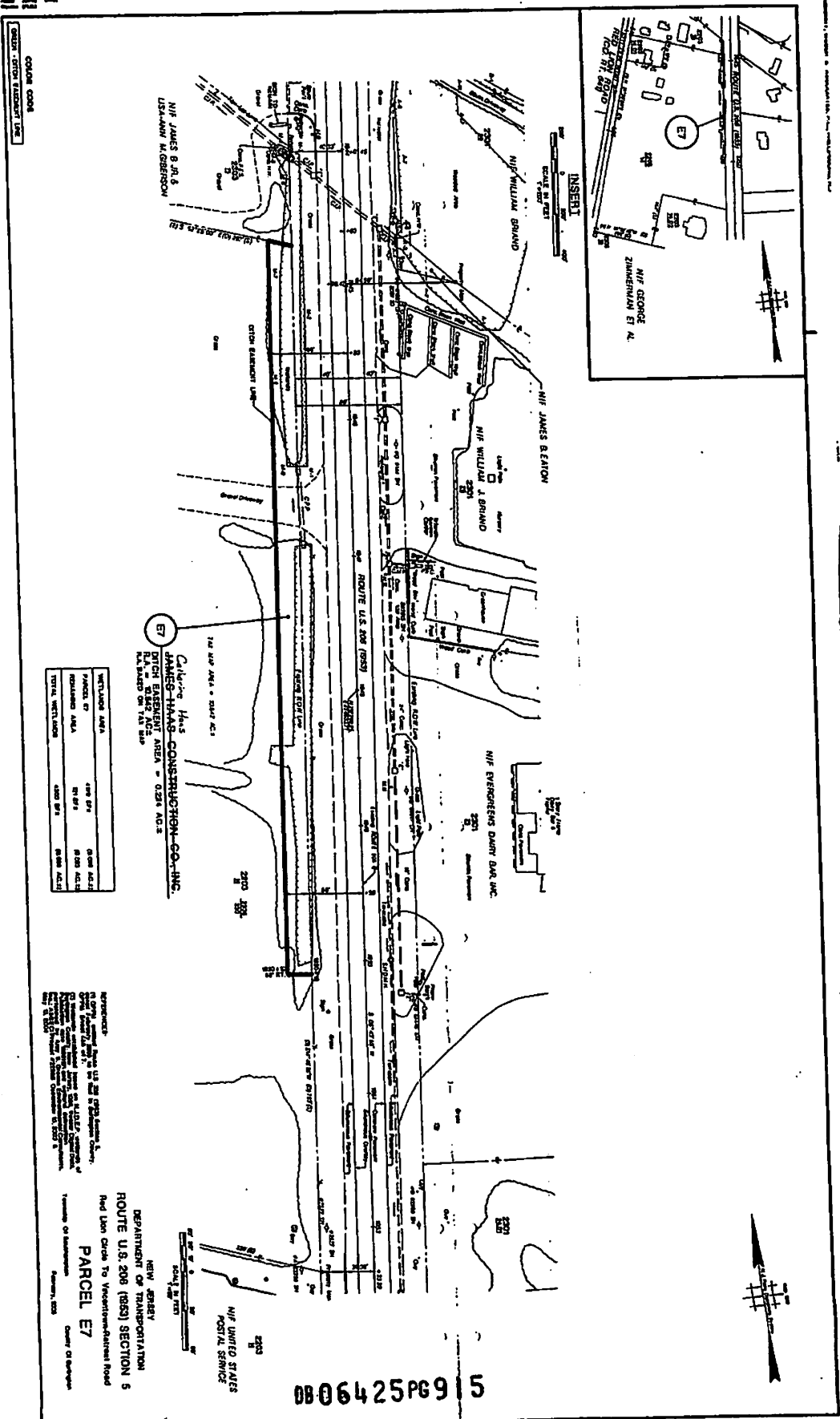
**PARCEL E7** located at about Station 1947+50 Rt., (Route U.S. 206 Existing Baseline Stationing), consisting of the permanent right to construct, reconstruct and maintain an open ditch as far as the line marked "DITCH EASEMENT LINE", as shown on the aforesaid maps. The ditch improvements shown are for illustration purposes only. The State reserves the right to place all ditch improvements as far as the line marked "DITCH EASEMENT LINE", as shown on the aforesaid maps.

The location of all permanent easements and improvements constructed therein shall not be changed or modified in any manner without the specific written permission of the Division of ROW, New Jersey Department of Transportation within its sole discretion and upon such terms and conditions as it determines;

Being also known as an easement in Lot 14 in Block 2203 on the Tax Map of the Township of Southampton;

**SUBJECT, HOWEVER,** to all public utility easements, recorded or unrecorded, affecting the herein-described premises;

0006425PG914



TRACT/AREA	ACRES	DATE ACQ.
PARCEL E7	0.231	R 201 ACQ.
RESIDUAL AREA	0.000	R 201 ACQ.
TOTAL TRACT AREA	0.231	R 201 ACQ.

APPROVED:  
 State of New Jersey  
 Department of Transportation  
 Division of Highway Planning and Construction  
 Planning and Design Section  
 Date: 11/15/00  
 File: 11000

NEW JERSEY  
 DEPARTMENT OF TRANSPORTATION  
 ROUTE U.S. 206 (R53) SECTION 5  
 Rd Lion Creek To Vincennes/Stanton Road  
**PARCEL E7**  
 Planning and Design Section  
 November, 2000

0806425PG915

**Grantors Acts**      **The Grantor** has done no act to encumber the easement. (This covenant or promise means that the Grantor has not done anything to affect the rights granted to the State under the terms of the easement such as, for example, giving a mortgage or granting a conflicting easement).

**Receipt of Consideration**      **The Grantor** acknowledges receipt of full payment, due under the terms of the contract, for the property and acknowledges it to be sufficient and proper consideration for the transfer of the ownership

**Signature**      **The Grantor** signs this Deed on the first date above.

*Signed and delivered  
in the presence of:*

*Robert E. Haas*  
ROBERT E. HAAS

BY: *Catherine M Haas*  
Catherine Haas

STATE OF NEW JERSEY

COUNTY OF Burlington ) SS.:

I CERTIFY, that on Aug 25, 2006, Catherine Haas personally came before me and acknowledged under oath, to my satisfaction that this person;

- (a) is the grantor named herein and personally signed this Deed;
- (b) signed and delivered this Deed as her act and deed;
- (c) made this Deed for \$ 11, 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. 46:15-6.)

*Carleen Browning*  
CARLEEN BROWNING  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES FEB. 1, 2011

# RECORDING DATA PAGE

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Consideration :  
Code :  
Transfer Fee :  
Recording Date: 09/12/2006  
Document No : 4357733 ccstockt

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
ROW DIVISION TITLE SECTION  
1035 PARKWAY AVE PO BOX 616  
TRENTON, NJ 08625

Receipt No : 657318  
Document No : 4357733  
Document Type : EAS  
Recording Date: 09/12/2006  
Login Id : ccstockt

Recorded  
Sep 12 2006 11:39am  
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060  
609-265-5180

0006425PG917