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TOWNSHIP OF MONROE, Plaintiff, v. CHABAD LUBAVITCH JEWISH CENTER OF MONROE, INC., Defendant.

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY: LAW
DIVISION

DOCKET NO.: MID-L-

Civil Action

DECLARATION OF TAKING

I, JOEL L. SHAIN, Director of Law for the Township of Monroe, Middlesex County, makes the following Declaration of Taking, pursuant to N.J.S.A. 20:3-17, in connection with the underlying action filed before the Court in Middlesex County.

1. The Condemnor, Township of Monroe, hereby takes exclusive possession and use from the Condemnees, of the property described and designated in Exhibit "A" and as further shown on Exhibit "B", which Exhibits respectively are attached hereto and incorporated by reference (the "Property").

2. The taking, which is the subject of this Declaration, and the related action in the Superior Court of New Jersey, Middlesex County, is authorized pursuant to Article IV, Section VI, Paragraph 3 of the Constitution of the State of New Jersey, N.J.S.A. 40:56-7 and N.J.S.A. 20:3-1 et seq; Township of West Orange v. 769 Associates, LLC, 172 N.J. 564 (2002).

3. The Property consists of part of Lot 17.2, of Block 27.2, within the Township of Monroe in the County of Middlesex, and is located at 152 Prospect Plains Road.

Exhibit C

**EXHIBIT "C" TO VERIFIED COMPLAINT
TOWNSHIP OF MONROE v. CHABAD LUBAVITCH JEWISH CENTER
OF MONROE, INC.**

DESCRIPTION OF PROPERTY TO BE ACQUIRED: An irregular flag shaped lot located at 152 Prospect Plains Road, Block 27.2, Lot 17.2 on the official tax map of Monroe Township. The lot is 2.42 acres or 105,415 sf. The dimensions are: $\pm 3.18' + 83.53' + 43.63' = 130.34'$ Frontage x $439.14' \times 332.41' \times 230.24' + 195' + 182.17'$. See further, Exhibit A of the Verified Complaint.

IMPROVEMENTS TO BE ACQUIRED:

None.

COMPENSATION OFFERED:

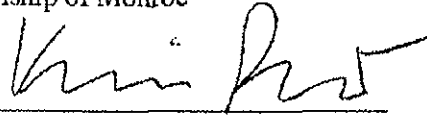
\$360,000.00

APPRAISAL VALUATION METHOD USED: Sales comparison approach using direct comparison with sales of similar parcels, as more fully set forth in the appraisal report prepared by Timothy Hoffman, Inc., Real Estate Appraisers and Consultants, dated May 21, 2014, a copy of which was provided to Rabbi Eliezer Zaklikovsky of the Chabad Lubavitch Jewish Center of Monroe, Inc. on February 3, 2015, pursuant to N.J.S.A. 20:3-6.

Next
8. Plaintiff has been unable to acquire said interests in the land and premises through bona fide negotiations with the prospective condemnee holding the title of record.

WHEREFORE, Plaintiff demands judgment against the Defendant that it is duly vested with and has duly exercised its authority to acquire the Property being condemned and for an Order appointing commissioners to fix the compensation required to be paid, in accordance with N.J.S.A. 20:3-12.

SHAIN, SCHAFFER & RAFANELLO, P.C.
Attorneys for Plaintiff
Township of Monroe



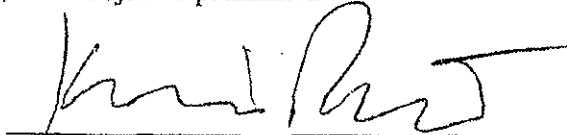
Kevin G. Boris, Esq.

Dated: March 3, 2015

CERTIFICATION PURSUANT TO RULE 4:5-1

The undersigned hereby certifies that the within action is not the subject of any other action pending in any court, or the subject of any arbitration proceeding. It is further certified that the undersigned has no knowledge of any contemplated action or arbitration proceeding regarding the subject matter of this action, and is unaware of any other parties who should be joined in this action.

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



Kevin G. Boris, Esq.

Dated: March 3, 2015

Review

03/09/01-Appellate Division decision on Twp of Monroe v. Hsu dismissed earlier condemnation lawsuit due to failure to comply with the Master Plan of Twp.

03/26/02- dismissal of lawsuit

03/06/14- Hsu and Chabad entered into a contract of sale for \$265k

06/10/14-Twp expressed interest in purchase of property

08/06/14-Chabad filed for specific performance and Notice of Lis Pendens

12/19/14- Chabad closed on the property

12/23/14-Twp sent a ltr to Chabad offering to purchase the property for \$360k; Chabad was given 30 days to reply; purchase price was based on appraisal conducted on 5/21/14

03/03/15-Twp filed condemnation suit and Declaration of Taking

03/11/15- Chabad filed an amended answer and counterclaim

ARGUMENTS

1-Twp filed for condemnation against two other parties; In the second condemnation, Chabad was singled out for condemnation.

2-Public policy purpose to increase preserved space is not consistent with Twp that is 2/3 undeveloped.

3- Condemnation is not in line with the Master plan. Master plan has never been amended to include property as parkland.

4-Chabad was not given an opportunity to accompany the appraiser. Moreover, appraisal does not include most recent Chabad purchase as appraisal was done on 05/21/14 when the Hsus were the owners.

5- Twp rejected Chabad's proposal for a land swap.

6- This issue has already been decided by the appellate court in the first condemnation case where the town was not allowed to condemn the property.