FILED, Clerk of the Supreme Court, 17 Dec 2025, **090404**, **AMENDED**

SUPREME COURT OF NEW JERSEY
DOCKET NO. 090404

Township of Jackson, a municipal corporation in the County of Ocean, State of New Jersey, Plaintiff-Petitioner, v. Getzel Bee, LLC, Defendant-Respondent. and State of New Jersey, Defendant. Township of Jackson, a municipal corporation in the County of Ocean, State of New Jersey, Plaintiff-Petitioner, v. Bellevue Jackson, LLC, Defendant-Respondent, and State of New Jersey, Defendant.	**CIVIL ACTION** **On Petition from:** Superior Court of New Jersey Appellate Division Docket No. A-0590-23 A-0594-23 Hon. Jack Sabatino Hon. Katie A. Gummer Hon. Martiza Berdote Byrne **Sat below**: Hon. Francis R. Hodgson, Jr.

BRIEF AMICUS CURIAE OF PACIFIC LEGAL FOUNDATION IN SUPPORT OF DEFENDANTS-RESPONDENTS GETZEL BEE, LLC AND BELLEVUE JACKSON, LLC (CORRECTED)

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TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES

Page(s)

Cases

Statutes

Other Authorities

IDENTITY AND INTEREST OF AMICUS CURIAE

Pacific Legal Foundation (PLF) is a nonprofit, tax-exempt corporation organized under the laws of the State of California for the purpose of engaging in litigation in matters affecting the public interest. PLF attorneys have participated as lead counsel in multiple landmark Supreme Court cases in defense of the right to make reasonable use of property and the corollary right to obtain just compensation when that right is infringed. *See, e.g.*, *Sheetz v. Cnty. of El Dorado*, 601 U.S. 267 (2024); *Tyler v. Hennepin Cnty.*, 598 U.S. 631 (2023); *Sackett v. Env't Prot. Agency*, 598 U.S. 651 (2023); *Wilkins v. United States*, 598 U.S. 152 (2023); *Cedar Point Nursery v. Hassid*, 594 U.S. 139 (2021); *Pakdel v. City & Cnty. of San Francisco,* 594 U.S. 474 (2021); *Knick v. Twp. of Scott*, 588 U.S. 180 (2019); *Koontz v. St. Johns River Water Mgmt. Dist.*, 570 U.S. 595 (2013); *Palazzolo v. Rhode Island*, 533 U.S. 606 (2001); *Suitum v. Tahoe Reg'l Plan. Agency*, 520 U.S. 725 (1997); *Nollan v. Cal. Coastal Comm'n*, 483 U.S. 825 (1987). PLF also frequently participates as amicus curiae in cases that pertain to important property rights issues, including matters before this Court. *See, e.g.*, *Morgan v. Sanford Brown Inst.*, 225 N.J. 289 (2016); *Griepenburg v. Twp. of Ocean*, 220 N.J. 239 (2015); *Atalese v. U.S. Legal Servs. Grp., L.P.*, 219 N.J. 430 (2014); *Klumpp v. Borough of Avalon*, 202 N.J. 390 (2010); *Sinclair v. Merck & Co., Inc.*, 195 N.J. 51 (2008). Pacific Legal Foundation is therefore uniquely suited to provide specialized assistance to this

Court and to identify law and arguments that might otherwise escape the Court's consideration.

PRELIMINARY STATEMENT

The Fifth Amendment is not "Let's Make a Deal." The government cannot take private property by eminent domain simply to create trade fodder for other transactions. And private developers cannot barter for the use of the government's eminent domain power for their own purposes by offering a public use elsewhere in trade. But that is what happened here. The Township of Jackson took private property for private use, merely to use it as a bargaining chip in a separate transaction with a developer. This Court should affirm the determination of the Appellate Division below and reject the Township's unsupportable expansion of government power at the cost of private property rights. Specifically, this Court should affirm that when private property is taken by the government by eminent domain, the public use must exist on the property taken. Eminent domain is an extraordinary power that allows the government to take title to private property by force, from an owner and citizen that does not wish to sell, stripping away by government decree all of those inherent, fundamental property rights that our Nation holds dear. That authority can only be exercised as the Fifth Amendment permits it to be and not pursuant to the dangerous, amorphous boundary that the Township advocates for.

In this case, the private properties of Getzel Bee, LLC and Bellevue Jackson, LLC (hereinafter, Getzel Bee) were taken by eminent domain by the Township of Jackson. Undisputedly, Getzel Bee's property will not be put to public use. Instead, it was given by the Township to Developer Bellevue Estates, LLC (hereinafter, Developer) to be privately used for any private use that the Developer wishes. In exchange, the Developer will give the Township land elsewhere that can be used for open space.

That the consideration here was paid in ostensible public use as opposed to merely money does not make this transaction any less of a private purchase of government power. For example, if a business wants to buy out a competitor, but the competitor refuses to sell, can the government condemn that property by eminent domain if the business owner promises to dedicate land elsewhere to some public use? And if the government initially says "no" when the business offers land for open space, what if the business increases the offer to land for a new school, or land for a new police station, or maybe even constructing the school or police station for them? How much public use will the government be able to extract in exchange for condemning the property of the business's competitor?

The Fifth Amendment does not allow the bargain and sale of eminent domain power. The Township's argument to the contrary and for a new interpretation of constitutional law proffers an extraordinary diminishment of constitutional

protection. No state or federal court has ever allowed the public use to be separated from the property condemned, nor the effective transfer of government authority to a private bidder. This Court should not be the first. Additionally, even were the above not to be the case, the Township cannot claim public use based upon a contract that Getzel Bee was not, and could not, be a party to. Nor claim public use retroactively based upon the contingent actions of a private third-party. The Appellate Division's decision in *Twp. of Jackson v. Getzel Bee, LLC*, 480 N.J. Super. 592 (App. Div., 2025) should be affirmed.

ARGUMENT

I. The Government's Eminent Domain Power Is Not for Sale

The Township seeks to have New Jersey be the first court in the nation, state or federal, to sanction the private purchase of the government's power of eminent domain. The buyer gets the property that they want, regardless of the forsaken current owner, and then pays the government in public use. It is not a precedent that this Court should set.

It almost goes without saying that property rights are tremendously important. "As John Adams tersely put it, property must be secured, or liberty cannot exist." *Cedar Point Nursery*, 594 U.S. at 147. Property rights are "indispensable to the promotion of individual freedom," *ibid.*, and their protection "is necessary to preserve freedom and empowers persons to shape and to plan their own destiny in a

world where governments are always eager to do so for them." *Ibid.* (quoting *Murr v. Wisconsin*, 582 U.S. 383, 394 (2017)).

Eminent domain thus stands as a limited, contrarian exception to this foundational principle. It is a substantial governmental power that allows a municipality to take private property by force. Only the government can compel a private owner to transfer title against their will, for a price that the property owner cannot control nor determine without litigation over the measure of just compensation.

The Fifth Amendment, in turn, circumscribes the government's eminent domain power and mandates that when the ownership of private property is stripped away by government decree, it is being done because that property is being put to a public use. But here, that is not what happened. It is undisputed that the Township of Jackson used its power of eminent domain to take private property and then give it to a different private owner for private use. On its face, it is constitutionally impermissible. But what happens if that improper exercise of eminent domain will lead to a later public use elsewhere that is to be provided by a third-party? That is the issue for this Court's consideration.

When private property is taken by eminent domain, the public use must be contained within the property that was taken. In each and every public use case addressed by the U.S. Supreme Court, the proposed use was on the private property

taken by the government. *Kelo v. City of New London*, 545 U.S. 469, 474–75 (2005); *Haw. Hous. Auth. v. Midkiff*, 467 U.S. 229, 233–34 (1984); *Berman v. Parker*, 348 U.S. 26, 31 (1954). The same holds true for New Jersey. *See, e.g.*, *Mount Laurel Twp. v. Mipro Homes, LLC*, 379 N.J. Super. 358 (App. Div. 2005), *aff'd*, 188 N.J. 531 (2006); *State v. Silver*, 92 N.J. 507 (1983); *State v. Twp. of S. Hackensack*, 65 N.J. 377 (1974).

Upon information and belief, no court has ever authorized the government's forcible taking of private property for private use, with the new owner horse-trading a public use elsewhere to make that condemnation happen. *See Getzel Bee, LLC*, 480 N.J. Super. at 605 ("We have identified no reported case in New Jersey, nor has one been brought to our attention, where a private property was lawfully condemned solely to exchange it for other property that will be put to public use."). Of the few state courts that have directly addressed this issue, all have prohibited the practice. In *Salt Lake City Corp. v. Evans Dev. Grp., LLC*, the Utah Supreme Court invalidated the condemnation of land for use as an exchange property because it is "not enough to accomplish a public use on *some* property; the condemnor must satisfy the public use requirement on the property subject to the condemnation." 369 P.3d 1263, 1267 (Utah 2016). And in *Commonwealth v. Rush*, the Supreme Court of Pennsylvania held the government could not condemn property to sell it, even where the sale proceeds would be used to supply a city with water. 14 Pa. 186, 191 (1850).

The court found "this pretext is almost too barefaced to require a serious answer" because "[i]t is not the proceeds of the square the uses of which the city councils are authorized to declare, but it is the property itself which is vested in them for public uses, and to no private use can they possibly apply it." *Id.* at 197. As the court asked, "[w]hat difference is it to what use the proceeds are applied? The property is not theirs for sale." *Id.*

Even when the public use rests upon the property taken, state courts have invalidated the use of eminent domain when the private purpose outstrips the public one. In *Matter of Syracuse Univ. v Project Orange Assoc. Servs. Corp.*, the condemning utility sought to take property by eminent domain to free itself of an unfavorable long-term lease agreement. 71 A.D.3d 1432, 1434 (N.Y. App. Div. 2010). The court disallowed the condemnation holding that "a merely incidental public benefit coupled with a dominant private purpose will invalidate a condemnor's determination." *Id.* at 1433. Other courts have held similarly. *See Mayor v. Thomas*, 645 So. 2d 940, 943 (Miss. 1994) (refusing to allow an eminent domain taking because the private use was "paramount" and the public use was incidental); *Denver W. Metro. Dist. v. Geudner,* 786 P.2d 434, 436 (Colo. App. 1989) ("if the primary purpose underlying a condemnation decision is to advance private interests, the existence of an incidental public benefit does not prevent a court from finding bad faith and invalidating a condemning authority's determination that

a particular acquisition is necessary"); *Olmstead v. Camp*, 33 Conn. 532, 545 (Conn. 1866) ("A public benefit resulting incidentally from the transfer of interest in property from one man or set of men to another is not a legitimate ground for the exercise of the right of eminent domain. It has never been regarded as such.").

In this case, private property was taken by eminent domain for the use of another private party. It is clearly unconstitutional. *Midkiff*, 467 U.S. at 245 ("A purely private taking could not withstand the scrutiny of the public use requirement; it would serve no legitimate purpose of government and would thus be void.").

Moreover, when the private beneficiary of the government's eminent domain action is also tasked with supplying a public use in trade, it is tantamount to offering government power for sale. Private owners now become bidders, competing to see which can provide the most desirable public use in exchange for the government condemning the most desirable private land, against the will of the hapless owner that is soon to be forcibly dispossessed. *See Getzel Bee, LLC*, 480 N.J. Super. at 606 ("Neither *Kelo* nor the Eminent Domain Act contemplates the condemnation of a property for use solely as an asset in a scheme for an otherwise valid public purpose on some other property. Otherwise … government officials would be able to violate private property rights at any time for any reason—or for no reason—untethered to the public use requirement.").

For example, for a prime retail storefront in the middle of town, competing corporate buyers could offer the town some land for open space, and then a playground, and then a school, and then a playground and a school, until a winner in the town's "eminent domain sweepstakes" emerges. Or as a more muted example, a developer could purchase unbuildable wetlands for pennies on the dollar, engage the government to condemn prime industrial land from an owner that refuses to sell, and, in return, donate that wetlands parcel to the municipality for conservation purposes. Or a residential developer could have the town condemn valuable waterfront land for new condominiums in exchange for a promise to bind its deteriorating residential units on the outskirts of town to affordable housing. Or an office building developer could have the town condemn land in the central business district in exchange for dedicating one of its unused empty lots to open space.

Or what if the public use is created by money instead of land? For example, say that a municipality takes property by eminent domain and pays the condemned owner $100,000 in just compensation; then the municipality gives that land to a private developer for private use; and in exchange the developer pays the municipality $300,000, with the $200,000 profit to be used exclusively to create affordable housing. Is that allowed under the Fifth Amendment? And if the government says no, what if the private developer offers $1,000,000 instead?

Or what if the public use is twice removed, instead of once removed, whereby the town takes land by eminent domain and gives it to Developer A for private use, and Developer A then sells the subprime land that it now no longer needs to Developer B at a discount, and then Developer B gives open space land to the Town? Does that count? The potential for abuse abounds and list of examples could continue *ad infinitum*.

And so, it is not allowed. Nor should this Court be the first to open the floodgates that lead to the complete degradation of private property rights. The government's police power is not an asset for trade, nor for private use. *See also Texas Rice Land Partners, Ltd. v. Denbury Green Pipeline-Texas, LLC*, 363 S.W.3d 192, 201 (Tex. 2012) ("Denbury Green's construction leads to a result that we cannot believe the Legislature intended, namely a gaming of the permitting process to allow a private carrier to wield the power of eminent domain."); *Phillips v. Foster*, 215 Va. 543, 547 (Va. 1975) (invalidating a statute that granted a private right of condemnation because "[s]uch a taking is not for a public use within constitutional limitations, and amounts to an unconstitutional application of the statute in question in this case").

Considering the above, private property may only be taken by eminent domain if the public use is situated on the property to be taken. The decision of the Appellate Division's decision should be affirmed.

II. The Taken Properties Cannot Be Linked to a Public Use

In addition, there is a predicate issue regarding whether the Township's exercise of eminent domain can be connected to any public use. The public use is derived from the land swap contract between the Township and the Developer. *Getzel Bee, LLC*, 480 N.J. Super. at 599. But the contract does not explicitly reference the Getzel Bee properties,[1] nor are they necessary to fulfill its purposes. *Ibid.* Furthermore, the Township was statutorily barred from including the Getzel Bee lots in the swap contract. *Id.* at 609 (Pursuant to N.J. Stat. § 40A:12-16, "the Township could not have agreed to exchange land it did not already own[.]"); *ibid*. (the Township's attempts to include these lots in the swap "are violative of N.J. Stat. § 40A:12-16 and render the exchange invalid as to these two lots"); N.J. Stat. § 40A:12-16 ("[A]ny municipality, by ordinances may exchange any lands or any rights or interests therein *owned by the county or municipality*, except lands used for public highways or places, for other lands or rights or interests therein desired for public use.") (emphasis supplied).[2]

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[1] The Getzel Bee lots were referenced in a 2023 Ordinance pertaining to the land swap. *Getzel Bee, LLC*, 480 N.J. Super. at 599.

[2] Any contract that included the Getzel Bee lots would be void *ab initio*. *See Meadowbrook Carting Co. v. Borough of Island Heights*, 138 N.J. 307, 325 (1994) (holding that a government contract entered into without authority was void *ab initio*); *Hilton Acres v. Klein*, 35 N.J. 570, 581 (1961) (same); *Gonzalez v. Bd. of Educ. of Elizabeth Sch. Dist., Union Cnty.*, 325 N.J. Super. 244, 255 (App. Div. 1999) (same); *First Am. Title Ins. Co. v. Twp. of Rockaway*, 322 N.J. Super. 583,

Therefore, if the Getzel Bee properties, by lack of reference or by statutory bar, are not and cannot be a part of the contract that generated the sole public use for the exercise of eminent domain, then there was no public use at all. The only remaining use is a private one; Getzel Bee's private property was taken by eminent domain to give it to a different private owner for unrestricted private development. *See Getzel Bee, LLC*, 480 N.J. Super. at 605 ("the Developer is not restricted in its use of the condemned lots in any fashion"). This private-to-private transfer via the government's use of eminent domain is patently unconstitutional. *Kelo*, 545 U.S. at 477 ("it has long been accepted that the sovereign may not take the property of A for the sole purpose of transferring it to another private party B").[3]

592–93 (Morris Cnty. Superior Court 1999) (same). *See also First Am. Title Ins. Co. v. Lawson*, 177 N.J. 125, 137 (2003) (Contracts that are void *ab initio* are "considered null from the beginning and treated as if it does not exist for any purpose.").

[3] Another predicate issue is whether the Township can show that the Appellate Division abused its discretion in making the factual finding that the Township's use of eminent domain was pretextual. *Getzel Bee, LLC*, 480 N.J. Super. at 609–10 ("[T]he Township did not turn square corners in its interactions with [Getzel Bee] …. [its] representations were pretextual as the Township had no intention of using the condemned lots as open space."); *see, e.g.*, *Est. of Hanges v. Metro. Prop. & Cas. Ins. Co.*, 202 N.J. 369, 383 (2010) (issues of fact are reviewed under an abuse of discretion standard); *see also Dep't of Homeland Sec. v. Regents of the Univ. of Cal.*, 591 U.S. 1, 24 (2020) ("Justice Holmes famously wrote that men must turn square corners when they deal with the Government. But it is also true, particularly when so much is at stake, that the Government should turn square corners in dealing with the people. The basic rule here is clear: An agency must defend its actions based on the reasons it gave when it acted.") (cleaned up).

III. Public Use Is Not Retroactive

Even if one assumes that the government can use eminent domain power to take private property for private use, and that the Getzel Bee lots were included in the swap contract, and that it was statutorily permissible to include them, the public use *still* does not exist at the time of the taking. More than that, it is incapable of existing from the government's actions alone. Instead, whether a public use will ultimately be supplied to justify the use of eminent domain is dependent upon the future actions of a private third-party.

As an example, if one assumes that Getzel Bee's property was condemned by eminent domain in January and that the Developer provided the land for open space in June, the public purpose did not exist when the property was taken by the government. Without question, eminent domain cannot be exercised in the absence of a public use. And regardless of the fact that the Township stopped its unconstitutional actions in June when the public use was provided, that eventual cessation of its unconstitutional conduct does not excuse, nor waive, the original violation of the Fifth Amendment.[4] *See, e.g.*, *United States v. W. T. Grant Co.*, 345 U.S. 629, 632 (1953) (Voluntary cessation does not moot the case, particularly when

[4] The January to June reference is an example only because the Record does not disclose the date of the Township's cessation. But the actual length of the delay is not relevant. What is relevant is that the government did not have a public use at the time of taking and, moreover, was incapable of independently providing it because the public use was to be effected at a later date by a private third-party.

the government "is free to return to his old ways."); *Walling v. Helmerich & Payne*, 323 U.S. 37, 43 (1944) ("Voluntary discontinuance of an alleged illegal activity does not operate to remove a case from the ambit of judicial power."); *Delanoy v. Twp. of Ocean*, 245 N.J. 384, 402 n.5 (2021) (following *W.T. Grant*). Moreover, the future cessation of the Township's improper use of eminent domain is not within the exclusive control of the government. It comes about via a subsequent private third-party action that lies outside of, and apart from, the eminent domain proceedings themselves. *See St. Paul Fire & Marine Ins. Co. v. Barry*, 438 U.S. 531, 537–38 (1978) (finding that subsequent third-party action that eliminated the plaintiffs' injury did not moot the plaintiffs' claim against the defendants).

The Township cannot take private property without a public use and then absolve itself of liability from that facially unconstitutional action by retroactively applying a later public use that was supplied by a third-party. To allow such actions makes a mockery of the Fifth Amendment's Taking Clause.

IV. This Court Can Order All Appropriate Relief

The Township reports that title to Getzel Bee's property has been transferred from the Township to the Developer. *See* Petition for Certiorari of Plaintiff-Appellant Township of Jackson, dated March 25, 2025, at 12. Consequently, it contends that any potential remedy is an unknown, *ibid.*, and that this Court lacks

the necessary ability to provide one. *See* Plaintiff-Appellant Township of Jackson Reply Brief, dated April 14, 2025, at 6−7. That is not correct.

Of course, damages can always be awarded as appropriate. But more than that, the equitable power of the court is broad and allows it to fashion whatever relief is appropriate and just. As this Court has noted, equitable relief can be tailored to the particular circumstances of the case and is not governed by fixed principles or definite rules, but fairness and reason. *Kaye v. Rosefielde*, 223 N.J. 218, 231 (2015).

The North Carolina Supreme Court recently confronted a similar situation. In *Town of Apex v. Rubin*, the government was found to have taken private property for a private purpose. 919 S.E.2d 111, 119 (N.C. 2025). At the inception of the case, the property owner did not obtain injunctive relief. *Id.* at 118. Consequently, by the time the lower court determined that the government's actions were improper, the improvement was already constructed on the owner's property. The question for the North Carolina Supreme Court was what to do about it.

The government argued that little could be done, not unlike the Township's assertion here. But the North Carolina court soundly rejected this "heads I win, tails you lose" posturing. *Id.* at 122. Instead, it held that when the lower court determined that the government lacked the necessary authority to take title, the title was automatically re-vested in the original owner. *Id.* at 123. Furthermore, the court also held that the property owner can force the government to remove the improvement

(in this case, a sewer improvement) and restore the property to its original condition. *Id.* at 123–24.

New Jersey lower courts have also faced circumstances analogous to those here. In *First American Title Insurance Company v. Township of Rockaway*, the town, without the necessary authorization to do so, conveyed conservation land to a private party named Ata Jian-Zibaee. 322 N.J. Super. at 588. Jian-Zibaee then conveyed that land to a different private party, Donald Erickson. *Ibid*. However, because the town lacked the authority to sell the property in the first instance, the sales from the town to Jian-Zibaee, and from Jian-Zibaee to Erickson, were both held to be void *ab initio* and title to the property was returned to the town. *Id.* at 591–92. The town was apparently a repeat offender in terms of selling property without authorization and a federal court reached the same conclusion. *Samco Rockaway 90 v. Lawyers Title Ins. Corp.*, No. 92-3598, 1995 U.S. Dist. LEXIS 7380, at *7, 1995 WL 328141, at *3, (D.N.J. 1995) ("Rockaway did not have the statutory authority to sell Lot 36 to Barki. Without statutory authority, Rockaway's attempted sale of Lot 36 is ultra vires and void ab initio. The only appropriate remedy is to rescind the sale and to return the parties to the status quo ante.") (cleaned up).

This Court has the equitable power to order similar relief. *See also Cnty. of Essex v. First Union Nat'l Bank*, 186 N.J. 46, 58 (2006) ("Strong remedies are necessary to combat unlawful conduct involving public officials."); *Consol. Precast,*

Inc. v. Action Builders Co., Inc., 190 N.J. Super. 92, 98 (App. Div. 1983) ("[p]aper transfers" cannot "nullify the statutory protection"). When the government takes an action that is contrary to the limitations imposed by the Constitution, those acts are void, not merely voidable. *See Calder v. Bull*, 3 U.S. (3 Dall.) 386, 388 (1798) (regarding "a law that takes property from A. and gives it to B: It is against all reason and justice, for a people to entrust a Legislature with SUCH powers; and, therefore, it cannot be presumed that they have done it … and the general principles of law and reason forbid them."). It is especially true when considering that property is a "basic civil right[]," *Lynch v. Household Fin. Corp.*, 405 U.S. 538, 552 (1972), "the guardian of every other right" and the basis of a free society. *See* James W. Ely, *The Guardian of Every Other Right: A Constitutional History of Property Rights* 43 (3d ed. 2008).

The Township here did not make an inadvertent mistake. It took purposeful action, utilizing the significant power of eminent domain to deprive an owner of their private property against their will and contrary to the requirements of the U.S. Constitution. Government power has been significantly misused to the extraordinary detriment of Getzel Bee.

Moreover, as with the municipality in the North Carolina case, the Township of Jackson had actual notice *before* it transferred the property to the Developer that

Getzel Bee was challenging its authority to take title.[5] *Rubin*, 919 S.E.2d at 125 ("On remand, in weighing the equities, the trial court should consider whether [the government] acted in good faith when it installed the sewer line notwithstanding [the property owner's] notice of intent to challenge."). This Court can undertake any and all remedies to make Getzel Bee whole.

[5] As the Township recites in its Petition, Getzel Bee requested injunctive relief to prevent the taking of its property and the land exchange. The injunction was denied. *See* Petition for Certiorari of Plaintiff-Appellant Township of Jackson, dated March 25, 2025, at 12.

CONCLUSION

This Court should affirm the decision of the Appellate Division vacating and nulling the Township of Jackson's unconstitutional taking of the private property of Getzel Bee and Bellevue Jackson, together with granting such other and further relief as the Court deems reasonable, appropriate and just.

DATED: November 21, 2025.

Respectfully submitted,

s/ Jonathan M. Houghton

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PROOF OF SERVICE

I hereby certify that on this date, a true and correct copy of the foregoing document was electronically filed via eCourts. Counsel for all parties are registered users of eCourts and service will be accomplished by eCourts. I also emailed a copy to the following counsel of record:

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I declare under penalty of perjury that the foregoing is true and correct.

DATED: November 21, 2025.

s/ Jonathan M. Houghton
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