

SILVERANG
ROSENZWEIG
& HALTZMAN, LLC

ATTORNEYS AT LAW

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Joshua E. Beldner, Esq.
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March 29, 2023

Via Federal Express and E-mail

Jackie Fife, Land Use Board Clerk
Long Beach Township
6805 Long Beach Boulevard
Brant Beach, NJ, 08008
Email: jfife@longbeachtownship.com

Re: Long Beach Township: Land Use Application – Minor Subdivision
10512 Long Beach Boulevard, Long Beach, NJ 08008

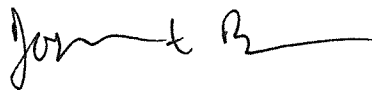
Dear Ms. Fife:

Enclosed is one (1) complete original land use application for the minor subdivision of the above-referenced property, with checks for the application fee and the initial escrow deposit and the fourteen (14) required copies. Note that we are providing copies of the complete land use application for this matter to Kevin S. Quinlan, Esq. and Frank Little, P.E., P.P. as per the Land Use Board's Checklist for Initial Submissions. We have also contacted the appropriate Long Beach Township offices for the required certified list of property owners and the proof of payment of taxes. I will forward you PDFs of these items once available and make sure originals are submitted to you with the final pre-meeting submission.

Please review these materials at your earliest convenience and let me know at your earliest convenience whether you need any additional materials before this matter can be added to the Land Use Board's next upcoming meeting agenda.

Thank you in advance for your assistance with this matter.

Very truly yours,



Joshua E. Beldner, Esq.

Encs.

{01629285;3}

Ms. Jackie Fife, Land Use Board Clerk, Long Beach Township
March 28, 2023
Page 2

cc: Kevin S. Quinlan, Esq. (*via Federal Express*)
207 West Main Street
Tuckerton, NJ 08087

Frank Little, P.E., P.P. (*via Federal Express*)
Owen Little and Assoc., Inc.
443 Atlantic City Blvd.
Beachwood, NJ 08722

LONG BEACH TOWNSHIP LAND USE BOARD CHECKLIST FOR INITIAL SUBMISSION

PLEASE NOTE: A signed, completed checklist must be received by the Land Use Board Clerk and attorney prior to deeming your application complete.

All applications and all required documents shall be submitted at least thirty (30) days prior to the regularly scheduled meeting of the Land Use Board at which consideration is sought.
NUMBER OF COPIES REQUIRED -All documents must be submitted at the same time.
INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED!!!!

DISTRIBUTION

Please note it is the Applicant's responsibility to distribute completed applications.

Kevin S. Quinlan, Esq., 207 W Main Street, Tuckerton NJ 08087

- _____ 1 Copy of complete Application
- _____ 1 Copy of Variance Map, Site Plan or Sub-division Map
- _____ ~~1 Copy of Architectural Plan~~
- _____ ~~1 Copy of color photos~~
- _____ 1 Copy of Tax Map with property Lot and Block highlighted.
- _____ 1 Copy of Affidavit of Ownership, Consent, Authorization and Non-Collusion.
- _____ 1 Copy of Proposed Notice to Property Owners and for Publication
- _____ 1 Copy of Checklist

Frank Little, P.E., P.P. , Owen Little and Assoc., Inc. 443 Atlantic City Blvd. Beachwood, NJ 08722

- _____ 1 Copy of Completed Application
- _____ 1 Copy of Variance Map, Site Plan or Sub-division Map
- _____ ~~1 Copy of Architectural Plans~~
- _____ ~~1 Copy of color photos~~
- _____ 1 Copy of Tax Map with property Lot and Block highlighted
- _____ 1 Copy of Technical Check List

Board Clerk

- _____ 1 Original of each - Application Variance Plat, Site Plan or Sub-division Plat, Architectural Plan(s) Tax Map Zoning Denial, Color Photos and items marked with ⁴⁵. (Check all that apply)
- _____ 14 Copies of Application
- _____ 14 Copies of Variance Plat, Site Plan or Subdivision
- _____ ~~14 Copies of Architectural Plan(s)~~
- _____ 14 Copies of Tax Map with property Lot and Block highlighted
- _____ ~~14 Copies of Zoning Denial Letter~~
- _____ ~~14 Color copies of Property Photos~~
- _____ 1 W-9 Form
- _____ 1 copy of Affidavit of Ownership, Consent, Authorization and Non-Collusion.
- _____ 1 copy of Signed Checklist (must be submitted with initial documentation. Application will not be accepted without signed Checklist.
- _____ 1 Copy of Technical Check List
- _____ **Electronic copy of all of the above in PDF format.**
- _____ Check for Application Fee \$ _____
- _____ Check for Initial Escrow \$ _____

Board secretary will distribute copies to fire company after deemed complete, as necessary.

Signed: _____

JAMES WAGNER
(Print name under signature)

Date: 3/23/23

**TOWNSHIP OF LONG BEACH LAND USE BOARD
APPLICATION INSTRUCTIONS**

Please read - important information

Dear Applicant,

Enclosed is an application and checklist for the Long Beach Township Land Use Board. In order to be scheduled for a public hearing your are required to complete all forms and turn in all information requested together with appropriate fees. **SUBMISSIONS LESS THAN 45 DAYS PRIOR TO THE MEETING DATE WILL NOT BE HEARD UNTIL THE NEXT MEETING DATE IF DEEMED COMPLETE.** You will be notified as to whether your application has been determined complete or incomplete by the board attorney. Once you have been notified your Application is complete and assigned a docket number you must serve and publish the required notice.

The completed application, checklist, photos, supporting documentation and fees must be submitted at the same time. Partial or incomplete submissions will not be accepted.

Please note the following requirements:

1. All maps, plats, plans, surveys etc. must be prepared by a professional licensed to practice in the state of New Jersey and be **no more than one year old**. At least one original with a raised seal and original signature must be provided along with the required number of copies. No altered documents will be accepted. Copies must be of a sufficient size to be legible and capable of reproduction. Any alterations and/or changes must be certified by professional who prepared plans with the date of the revision clearly indicated on the map, plan or plat.
2. All applications for variances must be submitted with a Variance Map which shall contain a variance table which clearly identifies the existing conditions, proposed conditions and which conditions require a variance and if pre-existing. **A survey is not sufficient.**
3. It is your responsibility to forward the required copies directly to the Board Engineer and Attorney.
4. Please note that if you submit additional documentation after the initial submission you **must** submit the number of copies set forth on the Supplemental Checklist and distribute to the same individuals as the original submission. No documentation and/or exhibits may be submitted less than 10 days prior to the hearing or at the hearing. **Exhibits which are introduced at the hearing may be barred and the application carried to the next available hearing date.** This is required so that the file available for examination by the public is complete at least 10 days prior to the hearing and to ensure the board professionals have

adequate time to review same.

If your application is determined complete you must submit **NO LATER THAN 5 DAYS PRIOR TO THE MEETING** along with the **CHECK LIST ON THE FINAL SUBMISSION** the following:

1. One copy of Certified List of Property Owners and other parties to be notified. Contact the Tax Office for List. It takes several days for the office to prepare the list so do not wait to the last minute to request same. Certified list must be less than 45 days old.
2. One copy of letter sent to property owners identified on Certified List.
3. Certified Mail Receipts (Originals from post office). Must be dated at least 10 days prior to the hearing date not counting the date mailed or the hearing date.) This is the receipt of mailing **not** the green card which is returned when the mail is accepted by the addressee. Do not submit the return receipts. You only need to prove mailing, not receipt.
4. Original Proof of publication from official newspaper, published at least 10 days prior to the hearing date. Contact township clerk for name of official newspaper. Please note the newspaper requires the submission and payment in advance of publication date. Make sure you submit your request early enough to be published at least 10 days before the hearing not counting the day of the hearing.
5. Affidavit of Service.
6. Proof of payment of Taxes from Tax Collector's Office. Please contact the Tax Collector's Office. All taxes due prior to the hearing date must be paid.

**APPLICATION TO THE LONG BEACH
TOWNSHIP LAND USE BOARD**

Do not write below - for official use only

Project Name: Wagner/Oliver - Minor Subdivision
Block: 11.04 Lot(s): 1.04, 1.05, 1.06 & 1.07
Property Address: 10512 Long Beach Boulevard

Date Received: _____
Application Fee: \$ _____
Escrow Fee: \$ _____
Docket Number: _____

CHECK ALL THAT APPLY:

- | | |
|--|--|
| <input type="checkbox"/> Bulk Variance | <input checked="" type="checkbox"/> Minor Subdivision (Exempt) |
| <input type="checkbox"/> Use Variance | <input type="checkbox"/> Major Subdivision/Preliminary |
| <input type="checkbox"/> Interpretation | <input type="checkbox"/> Major Subdivision Final Major |
| <input type="checkbox"/> Informal | <input type="checkbox"/> Site Plan/Preliminary Major |
| <input type="checkbox"/> Conditional Use | <input type="checkbox"/> Site Plan/Final |

**ANSWER ALL QUESTIONS. IF NOT APPLICABLE INDICATE WITH 'N/A' OR 'None'
DO NOT LEAVE BLANKS. INCOMPLETE APPLICATIONS WILL NOT BE
ACCEPTED OR WILL BE DEEMED INCOMPLETE**

1. Applicant Name: James Wagner
Address: Street: 5043 Lower Mountain Road City: New Hope, PA Zip: 18938
Phone: (267) 880-3000 e-mail: jwagner@allianceadjustment.com

Applicant is : Owner Agent Corporation Partnership LLC

If applicant and/or owner is a corporation, LLC or partnership set forth the names addresses of all stockholders, partners or members having 10% or more interest on a separate paper. Corporations must be represented by a New Jersey licensed attorney and include a Resolution authorizing the Application.

2. Owner's Name: John G. Oliver
Address: Street: 10512 Long Beach Boulevard City: Long Beach, NJ Zip: 08008
Phone: _____ e-mail: john.oliver@gjoliver.net

All owners must be identified and sign application. (Use additional pages if necessary)

3. Attorney: William C. Katz, Esq., Silverang, Rosenzweig & Haltzman, LLC
Address: Street: 900 East Eighth Avenue, Suite 300 City: King of Prussia Zip: 19406
Phone: (610) 263-0138 e-mail: john.oliver@gjoliver.net

4. Planner/Surveyor: Horn, Tyson & Yoder, Inc.
Address: Street: 8510 Long Beach Boulevard City: Long Beach Zip: 08008
Phone: (609) 492-5050 e-mail: jimb@htyoder.com

5. Architect: N/A
 Address: Street: _____ City: _____ Zip: _____
 Phone: _____ e-mail: _____

Attache additional sheets if necessary.

6. Location of property:
 Zone: R-35 Lot Area: 62866.70 Lot Dimensions: See plan.

7. Is the property located on a county road? Yes

8. Current Use: Residential
 No. of Dwelling Units: 1 No. of Commercial Units: 0

9. Proposed Use: Residential (no change)

10. When was the property purchased? March 31, 2017

11. Date of Last Certificate of Occupancy: March 29, 2017 Attach Copy

12. Date of last construction, alteration or addition: N/A Attach copies of permits

13. Existing conditions *	Pre-Existing non-conformity	Proposed conditions	Variance Needed
Building Height:	<input type="checkbox"/>	Building Height: <u>25.00</u>	<input type="checkbox"/>
Front Yard Set Back	<input type="checkbox"/>	Front Yard Set Back	<input type="checkbox"/>
Side Yard Set Back	<input type="checkbox"/>	Side Yard Set Back <u>4.00</u>	<input type="checkbox"/>
Side Yard Set Back	<input type="checkbox"/>	Side Yard Set Back <u>38.80</u>	<input type="checkbox"/>
Rear Yard Set Back	<input type="checkbox"/>	Rear Yard Set Back <u>64.70</u>	<input type="checkbox"/>
Dist. to Adj. Struct.	<input type="checkbox"/>	Dist. to Adj. Struct. <u>150.00</u>	<input type="checkbox"/>
Lot Coverage (sq.ft.)	<input type="checkbox"/>	Lot Coverage (sq.ft.) <u>9,053.00</u>	<input type="checkbox"/>
% Lot Coverage	<input type="checkbox"/>	% Lot Coverage <u>14.40</u>	<input type="checkbox"/>
% Impervious Coverage	<input type="checkbox"/>	% Impervious Coverage <u>57.40</u>	<input type="checkbox"/>
No. Principal Structures	<input type="checkbox"/>	No. Principal Structures <u>1.00</u>	<input type="checkbox"/>
No. Accessory Structures	<input type="checkbox"/>	No. Accessory Structures <u>2.00</u>	<input type="checkbox"/>
Lot Width	<input type="checkbox"/>	Lot Width 100.7	

14. Existing Restrictions:
 (A) Deed Restrictions: See attached. (Attach Copies) None
 (B) Easements: See attached. (Attach Copies) None
 (C) Condominium: See attached. (Attach Copies) None

15. Proposed Restriction: None

*Note: Please see subdivision plan for details on existing conditions.

16. Variances and Waivers:

(A) List Required Variances: (Include Ordinance Number)

None

On a separate paper provide legal theory supporting variance relief.

(B) List of Requested Waivers:

None

Applicant seeks a waiver of the requirement to show existing and proposed contours on minor subdivision plan. There are no changes to existing improvements or impervious coverage and therefore no impact to surface drainage by virtue of the application.

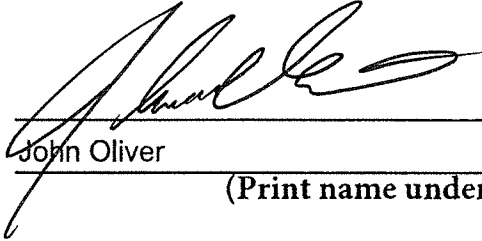
17. Briefly describe any prior or currently pending proceedings before the Land Use Board or any other Federal, State, County or local Board or Agency involving this property which is the subject of this application and attach copies of any application, supporting documentation, pleadings, decisions and/or orders from the relevant entity including any denials. None

18. List all material submitted with this application i.e. plans, surveys, drawings, photos, reports etc.

Application, Minor Subdivision Plan, Vesting Deeds, Affidavit of Ownership, Request for Tax Search, Request for Certified List of Property Owners, Copy of Related Settlement Agreement, CAFRA Permit No. 1517-12-0020.1 CAF180001, Schedule of Title Matters and Easements/Deed Restrictions, and Checks for Various Fees.

ALL OWNERS OF RECORD AND APPLICANT MUST SIGN APPLICATION. (ATTACH ADDITIONAL PAGES IF NECESSARY.)

Dates: 2/14/2023



John Oliver, Owner
(Print name under signature)

Dates: _____

_____, Owner
(Print name under signature)

Applicant Signature (if different from owner):

Dates: _____

James Wagner, Applicant
(Print name under signature)

Dates: _____

_____, Applicant
(Print name under signature)

MUST BE SIGNED BY OWNER(S) AND/OR APPLICANT NOT ATTORNEY

ALL OWNERS OF RECORD AND APPLICANT MUST SIGN APPLICATION. (ATTACH ADDITIONAL PAGES IF NECESSARY.)

Dates: _____

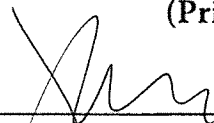
John Oliver _____, Owner
(Print name under signature)

Dates: _____

_____, Owner
(Print name under signature)

Applicant Signature (if different from owner):

Dates: _____



James Wagner _____, Applicant
(Print name under signature)

Dates: _____

_____, Applicant
(Print name under signature)

MUST BE SIGNED BY OWNER(S) AND/OR APPLICANT NOT ATTORNEY

TOWNSHIP OF LONG BEACH
 6805 Long Beach Boulevard
 Brant Beach, New Jersey 08008
 609-361-1000

11# 3049
 JD

RESALE CERTIFICATE OF OCCUPANCY

• Fee: \$50.00 Re-inspection \$25.00 No. 17-076
 Date Submitted: 3/20/17 Check # 170 Cash _____
 Owner of Record (Applicant) JAMES + ROBIN WAGNER Block 11.04 Lot 1.04 + 1.05
 Property Address 10512 LONG BEACH BLVD, BEACH HAVEN PARK
 Mailing Address 4742 ESSEX DRIVE, DOYLESTOWN, PA 18902
 One Family Two Family Condo Commercial/Other Sale Price \$ 2,500,000.00

All structures in the right-of-way must be removed prior to the issuance of this certificate.
 Subject properties and all structures will be visually inspected for compliance of General Township Ordinances.

- A plot plan certified to be accurate or a current plot plan (within one year) must accompany all applications.
- Five (5) business days notice must be given to allow scheduling of this inspection.
- Access must be arranged prior to inspection date.
- Filed deed restriction or fees paid. **CALL CRAIG FOR ACCESS**

House is currently Vacant Occupied
 Realtor agent CRAIG STEFANOVI Telephone # 609-432-1104

I/We certify that the applicant owns no land adjacent to this property unless otherwise indicated.
 Ord. #83-7C Applicant's Signature James Wagner

DO NOT WRITE BELOW THIS LINE

Smoke Detectors <u>Y</u> (Y/N)	Hardwired <u>Y</u> (Y/N)	CO Detectors <u>Y</u> (Y/N)
EXTERIOR ACCESSORIES		INTERNAL ACCESSORIES
Siding: <u>wood</u> ✓		Type heat: <u>gas hot air</u> ✓
Hose Bibs: <u>0</u>		Central air: <u>yes</u> ✓
Shower: <u>yes</u> ✓		Fireplace: <u>yes</u> ✓ Wood stove: <u>no</u>
Hot tub/Jacuzzi: <u>see p 21 for 45x</u> ✓		Washer/Dryer: <u>yes</u>
Pool: <u>no</u>		Utility sink: <u>yes</u>
<u>Has Irrigation</u>		Fire Extinguisher: <u>yes</u>
Bldg. Sidewalk _____		Elevator: <u>no</u>
Vision Clearance <u>N/A</u> House # <u>yes</u>		Second Floor room count
First Floor room count		Living Room: <u>no</u> ✓
Living Room: <u>yes</u> ✓		Dining room: <u>no</u> ✓
Dining room: <u>yes</u> ✓		Bath: <u>3</u> 2 fix <u>1</u> 3 fix <u>2</u> 4 fix <u>1</u> ✓
Bath: <u>3</u> 2 fix <u>1</u> 3 fix <u>2</u> 4 fix _____		Bedrooms: <u>3</u> ✓
Bedrooms: <u>2</u> ✓		Kitchen: <u>no</u> Dishwasher: <u>no</u>
Kitchen: <u>yes</u> Dishwasher: <u>yes</u>		Garbage disposal: <u>no</u>
Garbage disposal: <u>yes</u>		Sinks: <u>no</u> single _____ double _____
Sinks: <u>2</u> single _____ double _____		Family room/Dens: <u>yes</u> <u>2</u> ✓
Family room/Dens: <u>yes</u> ✓		
Basement: <u>no</u> Enclosed pilings: <u>yes</u>		
Garage: <u>yes</u> Attached: <u>yes</u> Detached: <u>-</u> # Cars: <u>2</u>		

11.04 / 1.04

Comments:
Deed Restriction OK.
Revers and shower in easement per previous Resale c/o 4/19/11

Approved Not approved
 Date: 3/29/17 Approved by: [Signature]

VESTING OLB



OCEAN COUNTY CLERK'S OFFICE
RECORDING DOCUMENT
COVER SHEET

SCOTT M. COLABELLA
OCEAN COUNTY CLERK
P.O. BOX 2191
TOMS RIVER, NJ 08754-2191
(732) 929-2110
www.oceancountyclerk.com



INSTR # 2019056279
DR BK 17504 PG 612
RECORDED 06/17/2019 08:28:30 AM
SCOTT M. COLABELLA, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

OFFICIAL USE ONLY

DATE OF DOCUMENT: (Enter Date as follows:00/00/0000)

06/10/2019

COUNTY OF OCEAN
CONSIDERATION 1.00
REALTY TRANSFER FEE 242.00
DATE 06-17-19 BY [Signature]

TYPE OF DOCUMENT: (Select Doc Type from Drop-Down Box)

DEED

OFFICIAL USE ONLY - REALTY TRANSFER FEE

FIRST PARTY NAME: (Enter Last Name, First Name)

John G. Oliver, divorced, and Meredith Oliver,
divorced

SECOND PARTY NAME: (Enter Last Name, First Name)

John G. Oliver, divorced

ALL ADDITIONAL PARTIES: (Enter Last Name, First Name)

RETURN NAME AND ADDRESS:

Robert J. Ellwood, Jr., Esq.
94 South Main Street
Phillipsburg, NJ 08865

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

BLOCK: 11.04

LOT: 1.04, 1.05 & 1.23 CUA

MUNICIPALITY: (Select Municipality from Drop-Down Box)

LONG BEACH

CONSIDERATION: \$ 1.00

MAILING ADDRESS OF GRANTEE: (Enter Street Address, Town, State, Zip Code)

Street Address 466 Bellis Road Town Bloomsbury State NJ Zip 08804

THE FOLLOWING SECTION IS FOR
ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES,
SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

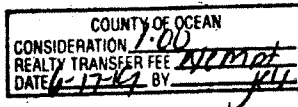
ORIGINAL BOOK:

ORIGINAL PAGE:

OCEAN COUNTY CLERK'S OFFICE RECORDING DOCUMENT COVER SHEET

Please do not detach this page from the original document as it
contains important recording information and is part of the permanent record.

7-100 CAPW



Prepared by: ROBERT J. ELLWOOD, JR.
Attorney-at-Law of New Jersey

For recorder's use

Record and return to:

Robert J. Ellwood Jr. Esq.
94 South Main Street
Phillipsburg, NJ 08865

Deed

This Deed is made on ~~May~~ ^{JUNE} 17, 2019;

BETWEEN John G. Oliver, divorced, and Meredith Oliver, divorced, whose post office address is 466 Bellis Road, Bloomsbury, NJ 08804 and 403 Park Avenue, Phillipsburg, NJ 08865, respectively, referred to as the "Grantor",

AND John G. Oliver, divorced, whose post office address is 466 Bellis Road, Bloomsbury, NJ 08804, referred to as the "Grantee".

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

1. **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 & no cents (\$1.00). The Grantor acknowledges receipt of this money.
2. **TAX MAP REFERENCE.** (N.J.S.A. 46:15-6) Municipality of Township of Long Beach, Block No. 11.04, Lot No. 1.04 and 1.05 (Parcel A) and Block No. 11.04, Lot 1.23 CUA (Parcel B).
3. **PROPERTY.** The property consists of the land and all the buildings and structures on the land in the Township of Long Beach, County of Ocean, State of New Jersey. The legal description is:

PARCEL A:

BEGINNING at a point on the westerly line of Long Beach Blvd., 100.00' wide, on a course of South 40 degrees 52 minutes 00 seconds West distant, 190.50 feet from the intersection of the westerly line of Long Beach Blvd. and the southerly line of Louisiana Avenue, 50.00' wide; continuing thence

- (1) South 40 degrees 52 minutes 00 seconds West along the westerly line of Long Beach Blvd., distant 20.00 feet to a point; thence
- (2) North 49 degrees 08 minutes 00 seconds West along the northerly line of Lot 1.06, Block 11.04, distant 95.00 feet to a point; thence
- (3) North 33 degrees 10 minutes 17 seconds West continuing along the northerly line of Lot 1.06, Block 11.04, distant 20.00 feet to a point; thence
- (4) North 49 degrees 08 minutes 00 seconds West continuing along the northerly line of Lot 1.06, Block 11.04, distant 229.47 feet to a point; thence



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

John G. Oliver, divorced

Current Street Address

466 Bellis Road

City, Town, Post Office Box

Bloomsbury

State

NJ

Zip Code

08804

PROPERTY INFORMATION

Block(s)

11.04

Lot(s)

1.04, 1.05 & 1.23

Qualifier

CUA

Street Address

10512 Long Beach Boulevard

City, Town, Post Office Box

Long Beach

State

NJ

Zip Code

08008

Seller's Percentage of Ownership

50%

Total Consideration

\$1.00

Owner's Share of Consideration

\$1.00

Closing Date

6/10/19

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
 Seller did not receive non-like kind property.
8. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. The property transferred is a cemetery plot.
14. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

6/10/2017

Date



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

Date

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



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Meredith Oliver, divorced

Current Street Address

403 Park Avenue

City, Town, Post Office Box

Phillipsburg

State

NJ

Zip Code

08865

PROPERTY INFORMATION

Block(s)

11.04

Lot(s)

1.04, 1.05 & 1.23

Qualifier

CUA

Street Address

10512 Long Beach Boulevard

City, Town, Post Office Box

Long Beach

State

NJ

Zip Code

08008

Seller's Percentage of Ownership

50%

Total Consideration

\$1.00

Owner's Share of Consideration

\$1.00

Closing Date

6/10/19

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
 Seller did not receive non-like kind property.
8. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. The property transferred is a cemetery plot.
14. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

5/24/19
 Date

Meredith Oliver
 Signature

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

Date

Signature

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

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY Warren } SS. County Municipal Code 1518

FOR RECORDER'S USE ONLY
Consideration \$ 1.00
RTF paid by seller \$
Date 6-17-19 By

MUNICIPALITY OF PROPERTY LOCATION Long Beach Township

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

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

Deponent, Meredith Oliver being duly sworn according to law upon his/her oath,
deposes and says that he/she is the grantor in a deed dated 6/10/19 transferring
real property identified as Block number 11.04 Lot number 1.04, 1.05 & 1.23 CUA located at
10512 Long Beach Boulevard, Long Beach Township and annexed thereto.

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) [X] No prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)
Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

8(a) Consideration less than \$100.00
8(p) Recorded within 90 days following entry of divorce decree which dissolves the marriage between grantor and grantee

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) [] 62 years of age or over.
B. BLIND PERSON Grantor(s) [] legally blind or,
DISABLED PERSON Grantor(s) [] permanently and totally disabled [] receiving disability payments [] not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
[] Owned and occupied by grantor(s) at time of sale. [] Resident of State of New Jersey.
[] One or two-family residential premises. [] Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- [] Affordable according to H.U.D. standards. [] Reserved for occupancy.
[] Meets income requirements of region. [] Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- [] Entirely new improvement. [] Not previously occupied.
[] Not previously used for any purpose. [] NEW CONSTRUCTION* printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- [] No prior mortgage assumed or to which property is subject at time of sale.
[] No contributions to capital by either grantor or grantee legal entity.
[] No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 24th day of May, 2019

Meredith Oliver Signature of Deponent

Meredith Oliver Grantor Name

403 Park Avenue Phillipsburg, NJ 08865

403 Park Avenue Phillipsburg, NJ 08865

Karen A. Gugliotta

Deponent Address

Grantor Address at Time of Sale

KAREN A. GUGLIOTTA ATTORNEY AT LAW OF NEW JERSEY

851 Last three digits in Grantor's Social Security Number

Robert J. Ellwood, Jr., Esq. Name/Company of Settlement Officer

AUTHORIZED TO NOTARIZE PURSUANT TO N.J.S.A. 41: 2-1

FOR OFFICIAL USE ONLY
Instrument Number County Ocean
Deed Number Book Page
Deed Dated 6-10-19 Date Recorded 6-17-19

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY PO BOX 251 TRENTON, NJ 08695-0251 ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/lpt/localtax.htm

- (5) South 40 degrees 52 minutes 00 seconds West along the westerly line of Lot 1.06, Block 11.04, distant 40.00 feet to a point; thence
- (6) North 49 degrees 08 minutes 00 seconds West along the northerly line of Lots 1.06 & 1.07, distant 487.70 feet to the pierhead line, a point lying in Little Egg Harbor Bay; thence
- (7) North 68 degrees 29 minutes 32 seconds East, distant 67.72 feet along the pierhead line to a point lying in Little Egg Harbor Bay; thence
- (8) South 49 degrees 08 minutes 00 seconds East along the southerly line of Lots 10.01, 10 & 6, Block 11.04, distant 705.00 feet to a point; thence
- (9) South 40 degrees 52 minutes 00 seconds West along the westerly line of Lot 1.03, Block 11.04, distant 5.50 feet to a point; thence
- (10) South 49 degrees 08 minutes 00 seconds East along the southerly line of Lot 1.03, Block 11.04, distant 95.00 feet to the point of BEGINNING.

The above description was drawn in accordance with a survey prepared by FRD Surveying, LLC, dated 3/24/2017. Said description is intended to describe Lots 1.04 & 1.05, Block 11.04 on a map entitled, "Hideaway Bay," a subdivision filed in the Ocean County Clerk's Office on July 15, 1998 recorded as Filed Map No. G2847.

PARCEL B:

Being known and designated as Unit A in "The Boatslip Condominium" in the Township of Long Beach, County of Ocean, together with the undivided 50% interest in the Common Elements appurtenant thereto, in accordance with and subject to the terms, conditions, covenants, restrictions, limitations and other provisions of the Master Deed dated June 4, 2002 recorded June 11, 2002 in Deed Book 10874, Page 1722 in the Ocean County Clerk's Office and any legal amendments thereto.


Subject to state and municipal laws and ordinances, easements, covenants, restrictions, reservations, agreements and exceptions of record, and as an accurate survey may reveal.

The street address of the property is: 10512 Long Beach Boulevard, Long Beach, NJ 08008


Being the same lands and premises which became vested in John G. Oliver and Meredith L. Oliver, his wife, by Deed from James M. Wagner and Robin G. Wagner, his wife, dated March 30, 2017 to be effective March 31, 2017 and recorded April 11, 2017 in the Ocean County Clerk's Office in Deed Book 16707, Page 701. The parties have since obtained a divorce by Final Dual Judgment of Divorce dated April 15, 2019 in the Superior Court of New Jersey, Chancery Division, Family Part, Warren County, Docket No. FM-21-201-19, making them tenants in common. It is the intention of the grantor, Meredith Oliver, by the within Deed to convey all of her right, title and interest, including all right of equitable distribution, dower and curtesy to the grantee, John G. Oliver, so that he will take title in fee simple.

4. **PROMISES BY GRANTOR.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).
5. **SIGNATURES.** The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.


Witnessed by:



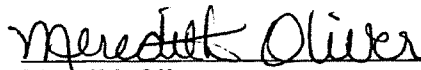
 Robert J. Ellwood, Jr.



 John G. Oliver



 KAREN A. GUGLIOTTA

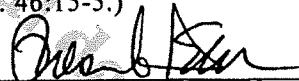


 Meredith Oliver

STATE OF NEW JERSEY :
 COUNTY OF WARREN : SS.

I CERTIFY that on ~~May~~ ^{JUNE} 10, 2019, John G. Oliver, divorced, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) was the maker of the attached Deed;
- b) executed this Deed as his or her own 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.)

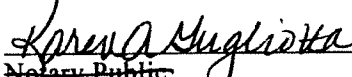


 Robert J. Ellwood, Jr.
 Attorney-at-Law of New Jersey

STATE OF NEW JERSEY :
 COUNTY OF WARREN : SS.

I CERTIFY that on May 24, 2019, Meredith Oliver, divorced, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) was the maker of the attached Deed;
- b) executed this Deed as his or her own 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.)



 Notary Public
 Attorney at Law of New Jersey

VESTING DEED

INSTR # 2011043890
DR BK 14888 PG 0111
RECORDED 05/12/2011 08:48:35 AM
SCOTT M. COLABELLA, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY
RTF TOTAL TAX 53,277.50

DEED

COUNTY OF OCEAN
CONSIDERATION 2,525,000
REALTY TRANSFER FEE 53,277.50
DATE 5-1-11 BY [Signature]

Prepared by:

[Signature]
Patrick S. Moeller

This Deed was made on April 29, 2011

BETWEEN MONICA P. MOELLER and PATRICK MOELLER, Wife and Husband
Whose address is P.O. Box 2251, Long Beach Township, NJ 08008
Referred to as the Grantor,

AND JAMES M. WAGNER and ROBIN G. WAGNER, Husband and wife
Whose address is 4742 Essex Drive, Doylestown, PA 18902
Referred to as the Grantee.

The word "Grantee" shall mean 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 TWO MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND (\$ 2,525,000.00) Dollars. The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-2.1) Municipality of Long Beach Township
Block 11.04 Lot No. 1.04 and 1.05 Account No.

No property tax identification number is available on the date of this deed.

PROPERTY. The property consists of the land and all the buildings and structures on the land in the Township of Long Beach County of Ocean and the State of New Jersey.

The Legal Description is:

PLEASE SEE ATTACHED LEGAL DESCRIPTION ANNEXED HERETO AND MADE A PART HEREOF.

Being the same premises conveyed to Monica P. Moeller, Married by Deed from Frank P. Muth and Joan Muth, h/w dated June 12, 2003 and recorded June 9, 2004 in the Ocean County Clerk's Office in Official Recorded Book 12108 at Page 1904, said deed is a corrective Deed of Official Record Book 11560 at Page 1332 and Deed from M & M Developers, Inc. to Monica P. Moeller, married dated October 2, 2003 and recorded October 9, 2003 in the Ocean County Clerk's office in Official Record Book 11716 at Page 569 and by Deed from Monica P. Moeller, Married to Monica P. Moeller and Patrick Moeller, Wife and Husband dated September 16, 2010 and recorded September 24, 2010 in the Ocean County Clerk's office in Official Record Book 14697 at Page 703.

5-8-11

T6711 WAGNER

R 5-12-11



Chicago Title Insurance Company

SCHEDULE A (Continued) REVISED LEGAL DESCRIPTION

File No. AT-15069

All that certain tract or parcel of land and premises, situate, lying and being in the Township of Long Beach, County of Ocean, State of New Jersey:

X Beginning at a point on the westerly line of Long Beach Boulevard, 100.00 feet wide, on a course of South 40 degrees 52 minutes 00 seconds West distant 190.50 feet from the intersection of the Westerly line of Long Beach Boulevard and the Southerly line of Louisiana Avenue, 50 feet wide, continuing thence:

1. South 40 degrees 52 minutes 00 seconds West along the Westerly line of Long Beach Boulevard distant 20.00 feet to a point, thence;
2. North 49 degrees 08 minutes 00 seconds West along the Northerly line of Lot 1.06, Block 11.04 distant 95.00 feet to a point, thence;
3. North 33 degrees 10 minutes 17 seconds West continuing along the Northerly line of Lot 1.06, Block 11.04 distant 20.00 feet to a point, thence;
4. North 49 degrees 08 minutes 00 seconds West continuing along the Northerly line of Lot 1.06, Block 11.04 distant 229.47 feet to a point, thence;
5. South 40 degrees 52 minutes 00 seconds West along the Westerly line of Lot 1.06, Block 11.04 distant 40.00 feet to a point, thence;
6. North 49 degrees 08 minutes 00 seconds West along the Northerly line of Lots 1.06 & 1.07 distant 487.70 feet to the pierhead line a point lying in Little Egg Harbor Bay, thence;
7. North 68 degrees 29 minutes 32 seconds East distant 67.72 feet along the pierhead line to a point lying in Little Egg Harbor Bay, thence;
8. South 49 degrees 08 minutes 00 seconds East along the Southerly line of Lots 10.01, 10, & 6, Block 11.04 distant 705.00 feet to a point, thence;
9. South 40 degrees 52 minutes 00 seconds West along the Westerly line of Lot 1.03, Block 11.04 distant 5.50 feet to a point, thence;
10. South 49 degrees 08 minutes 00 seconds East along the Southerly line of Lot 1.03, Block 11.04 distant 95.00 feet to the point of BEGINNING.

Said description is intended to describe Lots 1.04 & 1.05, Block 11.04 on a map titled "Hideaway Bay" a subdivision filed in the Ocean County Clerk's Office on July 15, 1998, recorded as Filed Map #G-2847 and as shown on a survey prepared by Horn, Tyson & Yoder, Inc., bearing a revision date of April 6, 2011. X

BEING known and designated as new Lot 1.04 and new Lot 1.05 in new Block 11.04, on filed Map Number G-2847, filed in the Ocean County Clerk's Office on July 15, 1998.

Note: Being Lot(s) 1.04 & 1.05, Block 11.04, Tax Map of Long Beach Township, County of Ocean.

Note: Lot and Block shown for informational purposes only.



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

Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Monica P. Moeller and Patrick Moeller

Current Resident Address:

Street:

P.O. Box 2251

City, Town, Post Office

Long Beach Township

State

N.J.

Zip Code

08008

PROPERTY INFORMATION (Brief Property Description)

Block(s)

11.04

Lot(s)

1.04 & 1.05

Qualifier

Street Address:

10512 Long Beach Blvd.

City, Town, Post Office

Long Beach Township

State

N.J.

Zip Code

08008

Seller's Percentage of Ownership

100%

Consideration

\$ 2,525,000

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.
- 7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

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. Furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

April 27, 11

Date

Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact

Monica P. Moeller

Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact

**MUST SUBMIT IN DUPLICATE STATE OF NEW JERSEY
RTF-1EE (Rev. 7/08) AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER**

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM
STATE OF NEW JERSEY

COUNTY OF OCEAN) SS. County Municipal Code Consideration \$ 2,525,000
1518 RTF paid by buyer \$ 25,250
MUNICIPALITY TOWNSHIP OF LONG BEACH Date 5-11-11 By JRW

(1) **PARTY OR LEGAL REPRESENTATIVE** (See Instructions #3 & 4) XXX-XX-X 5 8 0
Last 3 digits in Grantee's Social Security Number

Deponent, JAMES M. WAGNER, being duly sworn according to law upon his/her oath deposes and says that he/she is the GRANTEE in a deed dated APRIL 29, 2011 transferring

(Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending institution, etc) real property identified as Block number 11.04 Lot number 1.04 and 1.05 located at 10512 Long Beach Blvd., Long Beach Township, NJ 08008 and annexed hereto.

(2) **CONSIDERATION** \$2,525,000.00 (See Instructions # 1, #5 and #11)

Entire consideration is in excess of \$1,000,000.00:

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL TAX LIST (A PUBLIC RECORD OF THE MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER IS MADE.

(A) When Grantee is required to remit the 1% fee, complete below:

- Class 2 - Residential Class 4A - Commercial Properties
 Class 3A - Farm property (Regular) and any other real property transferred to same Grantee in conjunction with transfer of Class 3A property Class 4C - Residential Cooperative Unit (4 Families or less)

(B) When Grantee is not required to remit the 1% fee, complete below:

- Property class. Circle applicable class(es): 1 4B 4C 15
 Property classes: 1-Vacant Land, 4B-Industrial properties, 4C-Apartments (other than cooperative unit, 15-Public Property
 Exempt Organization pursuant to Federal Internal Revenue Code of 1986
 Incidental to corporate merger or acquisition and equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition (if checked, calculation in (C) below requested and **MUST ATTACH COMPLETED RTF -4)**

(C) **REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:** (See Instructions #6 and #7)

Total Assessed Valuation + Director's Ratio = Equalized Valuation

\$ _____ + _____ % = \$ _____

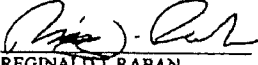
If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.


(3) **TOTAL EXEMPTION FROM FEE** (See Instruction #6)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s): Mere reference to exemption symbol is not sufficient. Explain in detail.

(4) 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 provisions of Chapter 49, P.L. 1968, as amended by Chapter 113, P.L. 2003.

Subscribed and sworn to before me this 29th day of April, 2011


REGINALD J. RABAN
Attorney at Law of New Jersey


Signature of Deponent
4742 Essex Drive
Doylstown, PA 18902
Deponent Address

James M. Wagner and
Robin G. Wagner
Grantee Name
4742 Essex Drive
Doylstown, PA 18902
Grantee address at time of sale

Reginald J. Raban, Esquire
Name of Settlement Officer

FOR OFFICIAL USE ONLY


Instrument Number _____ County 06001
Deed Number _____ Book _____ Page _____
Deed Dated 4-29-11 Date Recorded 5-11-11

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Buyer recorded with deeds to:
STATE OF NEW JERSEY - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

STREET ADDRESS: 10512 Long Beach Blvd., Long Beach Township, NJ 08008

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

SIGNATURES. This deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.


PATRICK MOELLER

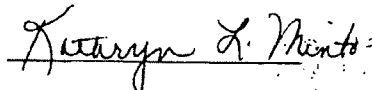

MONICA P. MOELLER

STATE OF NJ COUNTY OF OCEAN

I certify that on 4/27/11

Monica P. Moeller and Patrick Moeller, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$2,525,000.00 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. 46:15-5.)



KATHRYN L. MINTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 8, 2015

RJR

REGINALD J. FABAN
ATTORNEY AT LAW
11710 LONG BEACH BLVD.
HAVEN BEACH, NJ 08008

TEL: 732-261-1111

VKSTING DEED

J

INSTR # 2011043891
OR BK 14888 PG 0116
RECORDED 05/12/2011 08:48:35 AM
SCOTT M. COLABELLA, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

COUNTY OF OCEAN
CONSIDERATION
REALTY TRANSFER FEE
DATE 5-2-11 BY JWB

DEED

Prepared by:

Monica P. Moeller
Monica P. Moeller

This Deed was made on 4/29/11

BETWEEN MONICA P. MOELLER, Married
Whose address is P.O. Box 2251, Long Beach Township, NJ 08008
Referred to as the Grantor,

AND JAMES M. WAGNER and ROBIN G. WAGNER, Husband and wife
Whose address is 4742 Essex Drive, Doylestown, PA 18902
Referred to as the Grantee.

The word "Grantee" shall mean 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 (\$1.00) Dollars. The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-2.1) Municipality of Long Beach Township
Block 11.04 Lot No. 1.23 CUA Account No.

No property tax identification number is available on the date of this deed.

PROPERTY. The property consists of the land and all the buildings and structures on the land in the Township of Long Beach County of Ocean and the State of New Jersey.

The Legal Description is:

X BEING known and designated as Unit A in "The Boatslip Condominium", a Condominium in the Township of Long Beach, County of Ocean, together with the undivided 50 percentage interest in the Common Elements appurtenant thereto, in accordance with the subject to the terms, conditions, covenants, restrictions, limitation and other provisions of the Master Deed, dated June 4, 2002, recorded June 11, 2002, in Deed Book 10875 page 1722, in the Ocean County Clerk's office and any legal amendments thereto. X

BEING part of the premises conveyed to Monica P. Moeller, Married deed from M & M Developers, Inc. dated January 4, 1999, and recorded in the Ocean County Clerk's office on January 7, 1999 in Deed Book 5651 at page 894.

4-70 CASH

16111 Wagner

R5-12-11



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

Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Monica P. Moeller

Current Resident Address:

Street

P.O. Box 2251

City, Town, Post Office

Long Beach Twp.

State

N.J.

Zip Code

08008

PROPERTY INFORMATION (Brief Property Description)

Block(s)

11.04

1.23

Lot(s)

CUA

Qualifier

Street Address:

City, Town, Post Office

100

State

Zip Code

Seller's Percentage of Ownership

\$1.00
Consideration

4/29/11

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.
- 7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

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.

4/29/11

Date

Monica Moeller

Signature

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

Date

Signature

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

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 88, P.L. 2006) (N.J.S.A. 48:16-3 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY }
COUNTY OF Ocean } SS. County Municipal Code

FOR RECORDER'S USE ONLY
Consideration \$ _____
RTF paid by seller \$ Exempt
Date _____ By _____

Municipality of Property Location: Long Beach Twp.

† Use symbol "CF" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions 3 and 4 attached)
Deponent, Monica P. Moeller, being duly sworn according to law upon his/her oath deposes and says that he/she is the grantor in a deed dated 4/29/11 transferring real property identified as Block No. 11.04 Lot No. 123 CWA located at _____ and annexed thereto.

(2) CONSIDERATION: \$ 1,000 (See Instructions 1 and 5) * No prior mortgage on this property MPM

(3) PROPERTY TRANSFERRED IS CLASS 4A 4B 4C (circle one). If Class 4A, calculation in Section 3A is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (see Instructions 5A and 7)
Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation
\$ _____ ÷ _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) FULL EXEMPTION FROM FEE: (see Instruction 8)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail. CONSIDERATION LESS THAN \$/100.

(5) PARTIAL EXEMPTION FROM FEE: (see Instruction 9) NOTE: All boxes below apply to grantor(s) only.
ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.
Deponent claims that this deed transaction is exempt from the State's portion of the Basic Fee, Supplemental Fee and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1976; C. 118, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN (see Instruction 9)
 Grantor(s) 62 years of age or over.*
 One- or two-family residential premises.
 Resident of the State of New Jersey.
 Owned and occupied by grantor(s) at time of sale.
 Owners as joint tenants must all qualify.

B. BLIND (see Instruction 9) DISABLED (see Instruction 9)
 Grantor(s) legally blind.*
 One- or two-family residential premises.
 Owned and occupied by grantor(s) at time of sale.
 Owners as joint tenants must all qualify.
 Resident of the State of New Jersey.
* IN THE CASE OF HUSBAND AND WIFE/CIVIL UNION PARTNERS, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.
 Grantor(s) permanently and totally disabled.*
 Receiving disability payments.*
 Not gainfully employed.*
 One- or two-family residential premises.
 Owned and occupied by grantor(s) at time of sale.
 Owners as joint tenants must all qualify.
 Resident of the State of New Jersey.

C. LOW AND MODERATE INCOME HOUSING (see Instruction 9)
 Affordable according to HUD standards.
 Meets income requirements of region.
 Reserved for occupancy.
 Subject to resale controls.

(6) NEW CONSTRUCTION (see Instructions 8, 10 and 12)
 Entirely new improvement.
 Not previously used for any purpose.
 Not previously occupied.
 "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) 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 Chapter 49, P.L. 1968, as amended through Chapter 88, P.L. 2006.

Subscribed and sworn to before me this 29 day of April, 2011
Monica P. Moeller Signature of Deponent
Monica P. Moeller Grantor Name
Long Beach Twp NJ 08208 P.O. Box 2251
Long Beach Twp NJ 08208 P.O. Box 2251
Dependent Address Grantor Address at Time of Sale

NOTARY PUBLIC OF NEW JERSEY
XXX-XX-X 666
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.
State of New Jersey - Division of Taxation, P.O. Box 251, Trenton, NJ 08646-0251, Attention: Realty Transfer Fee Unit

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

SIGNATURES. This deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.



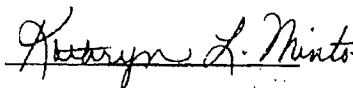
MONICA P. MOELLER

STATE OF NJ COUNTY OF OCEAN

I certify that on April 29, 2011

Monica P. Moeller, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (d) is named in and personally signed this Deed;
- (e) signed, sealed and delivered this Deed as his or her act and deed; and
- (f) 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.)



KATHRYN L. MINTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 8, 2015

RdP:

REGINALD J. RABAN
ATTORNEY AT LAW
11710 LONG BEACH BLVD.
HAVEN BEACH, NJ 08008

T6711 W467R



Fidelity National Title Insurance Company
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II
EXCEPTIONS

File No: 6794BH-01

- ~~8. Subject to subsurface conditions and/or encroachments not disclosed by an instrument of record. (Owners Policy only)~~
- ~~9. Company does not assume any liability for or make any representation regarding compliance with N.J.S.A. 54:50-38, the New Jersey Bulk Sales Statute, effective 8/1/2007. (Owners Policy only)~~
10. Subject to post closing agreement in OR Book 14888 page 120 and 16093 page 1290. INLWOTD
11. Subject to all easements, conditions, set backs, restrictions as set forth on Filed Map No. G2847
12. Subject to DEP Permit recorded 10/9/2009 in OR Book 14431 page 1565. INLWOTD.
13. Restrictions as contained in Deed Book 12111, page 1851 and 5634 page 486. INLWOTD
14. Easement as contained in Deed Book 5586, page 71 and 11352 page 308. INLWOTD.
15. Subject to the terms and conditions as contained in a Riparian Grant in Deed Book 1550, page 56; 1550 page 72; 1801 page 24 and 1826 page 358 INLWOTD.
- ~~16. Subject to the riparian rights and easements of others over that part of premises lying below the mean high water line.~~
- ~~17. Subject to the right of the United States Government, State of New Jersey and Ocean County or any of their departments or agencies to regulate and control the use of piers and bulkheads, land under water and land adjacent thereto.~~
18. Subject to conservation area on Filed Map G2847 and Tax Map
19. Parcel B: Terms, conditions and amendments contained in the Master Deed in Deed Book 10874, page 1722. Subject to the provisions of the New Jersey Condominium Act, its supplements and amendments as provided in N.J.S.A. 46:8b-1, et seq. INLWOTD.

EXCEPTION #10

3

INSTR # 2011043897
OR BK 14888 PG 0120
RECORDED 05/12/2011 08:48:35 AM
SCOTT M. GDLABELLA, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

POST CLOSING AGREEMENT

BUYER: James M. Wagner and Robin G. Wagner

SELLER: Patrick S. Moeller and Monica P. Moeller

PROPERTY: 10512 Long Beach Blvd., Beach Haven Park, NJ 08008
Lots 1.04 and 1.05 Block 11.04
Unit A, Boatslip Condominium, Township Long Beach
Lot 1.23CUA Block 11.04

This Agreement is intended to memorialize the agreement reached between buyer and seller concerning certain conditions set forth in the contracts affecting the property. Since the proposed applications and developments described in the contracts are to take place after the closing of title and it is intended that these conditions survive the closing of title, delivery of the deeds and remain in full force and effect. Therefore, buyer and seller enter into this Agreement, which shall be recorded in the Ocean County Clerk's Office subsequent to the deeds of conveyance.

1. **Dock Permit.** Seller represents that an application has been made for a waterfront development permit to construct a dock within lot 1.05 in block 11.04 on the Long Beach Township Tax Map. However, objections to the proposed dock have been raised by adjoining property owners to the north and it is not certain when a permit will be issued. It is also possible that the seller will be unsuccessful in obtaining a permit. It is agreed that the seller will continue to diligently pursue the necessary permit; and when a permit is obtained and the time for any appeal by objecting property owners has expired, the seller will deliver the permit to the buyer at no further cost to the buyer than the purchase of the 10512 Long Beach Blvd. property. If the seller is successful in obtaining the State of New Jersey Department of Environmental Protection (DEP) approval then it is agreed that this boat slip will be conveyed by the buyer back to the seller for the sum of \$1.00 (one dollar).
2. **Adjoining Property.** Seller represents that the adjoining property to the south known as lot 1.06 in block 11.04 is owned by M&M Developers, Inc., a New Jersey Corporation, in which the seller has a controlling interest. Seller is negotiating with the State of New Jersey DEP to obtain permission to utilize a portion of that property, which has been held for future waterfront development use in accordance with a prior CAFRA approval from the State of New Jersey DEP. It is agreed that whatever property adjoining the premises being purchased at 10512 Long Beach Blvd. is set aside to be incorporated with the conveyance of Lot 1.04 in Block 11.04 to the buyer shall be conveyed to the buyer, after the seller has received subdivision approval from the Long Beach Township Land Use Board, for the sum of \$1.00 (one dollar). While the seller is seeking such approval from the State of New Jersey DEP and in perpetuity if the seller is unable to receive permission from the DEP, the buyer shall have an easement for the use of adjoining property which is now utilized by the seller for a basketball court and other facilities. If the permission to combine the adjoining property is never received by the seller then the seller shall convey a permanent easement for the area being utilized to the buyer for the sum of \$1.00 (one dollar). The easement area and the property proposed to be conveyed in fee to the buyer is specifically set forth in paragraph 3 of this Agreement.
3. **NJDEP Negotiations.** The negotiations with the State of New Jersey Department of Environmental Protection (NJDEP) described in paragraph 2 of this Agreement are delineated in the map to accompany a CAFRA application lots 1.06 and 1.07, block 11.04, tax map sheet #13 Long Beach Township, Ocean County New Jersey, prepared by Horn, Tyson & Yoder, Inc. and dated February 28, 2007. A copy of that map was attached to the boat slip contract as Exhibit I. Buyer and seller acknowledge that they each have received a copy of the map and that it is not filed in the Ocean County Clerk's Office. Upon successful completion of the

3-50 CAN JB

negotiations with the NJDEP, seller will apply for a subdivision to create new lots 1.38, 1.39, 1.40, 1.41, 1.42 and 1.43 as shown on Exhibit 1. After subdivision approval, seller shall convey to buyer new lot 1.41 for the sum of \$1.00 (one dollar). New lots 1.38, 1.39 and 1.43 are being retained by seller. New lot 1.42 will be a public park. Seller shall also convey new lot 1.40 to the buyer for the sum of \$50,000.00 (fifty thousand dollars).

4. **After Five Years.** If the seller has been unable to successfully conclude negotiations with NJDEP within five years of this Agreement, then seller agrees to convey all the property contained within new lots 1.38, 1.39, 1.40, 1.41, 1.42 and 1.43 plus the 10 foot strip which was to be added to lots 1.09 through 1.13 as shown on Exhibit 1, to a limited liability company (LLC) to be formed with buyer and seller each having a 50% interest. The new entity will continue to negotiate with the NJDEP and, if successful new lot 1.41 will be conveyed to buyer and lots 1.38, 1.39, 1.42 and 1.43 will be conveyed to seller. Lot 1.40 will be conveyed by seller to buyer for \$50,000.00.

Signatures. Buyer and Seller agree to the terms of this Post Closing Agreement.

Date: April 29, 2011

Witnessed By:

4-29-11

Patrick S. Moeller, Seller, Individually and as President of M&M Developers Inc.

Monica P. Moeller, Seller

James M. Wagner, Buyer

Robin G. Wagner, Buyer

STATE OF NEW JERSEY
COUNTY OF OCEAN

SS:

I CERTIFY that on April 29, 2011

Patrick S. Moeller and Monica P. Moeller, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Agreement;
- (b) signed, sealed and delivered this Agreement as his or her act and deed; and

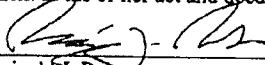
Reginald J. Rabay
Attorney at Law of New Jersey

STATE OF NEW JERSEY
COUNTY OF OCEAN

SS:

I CERTIFY that on April 29, 2011
James M. Wagner and Robin G. Wagner, personally came before me and acknowledged
under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Agreement;
- (b) signed, sealed and delivered this Agreement as his or her act and deed; and


Reginald J. Raban
Attorney at Law of New Jersey

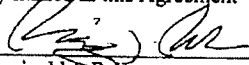
STATE OF NEW JERSEY
COUNTY OF OCEAN

SS:

I CERTIFY that on April 29, 2011

Patrick S. Moeller, President of M&M Developers, Inc., a New Jersey Corporation,
personally came before me and acknowledged under oath, to my satisfaction, that this
person (or if more than one person, each person):

- a. is named in and personally signed this Agreement;
- b. was authorized to and did execute this Agreement as President of M&M
Developers, Inc. the entity named in this Agreement; and
- c. executed this Agreement as the act of the entity named in this Agreement


Reginald J. Raban
Attorney at Law of New Jersey

Record & Return To:
Reginald J. Raban, Esquire
11710 Long Beach Blvd.
Haven Beach, NJ 08008
File No. T-6711 Wagner

EXCEPTION 12

INSTR # 2009102803
OR BK 14431 PG 1565
RECORDED 10/09/2009 11:57:10 AM
CARL W. BLOCK, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Land Use Regulation
P.O. Box 439, Trenton, NJ 08625-0439
Fax # (609) 777-3656
www.state.nj.us/dep/landuse

MARK N. MAURIELLO
Acting Commissioner

JON S. CORZINE
Governor

MAY 28 2009

John L. Yoder
Horn, Tyson, & Yoder, Inc.
8510 Long Beach Boulevard
Beach Haven Crest, New Jersey 08008

HORN, TYSON & YODER, INC.
8510 Long Beach Blvd.
Beach Haven Crest, NJ 08008

R/K

RE: Waterfront Development Permit Modification in Detail
File No.: 1517-08-0014.1 (WFD080001)
Applicant: Patrick Moeller
Blocks: 10.39, 10.43, 11.01, 11.04
Lots: 1 & 1.01, 1, & 1.01, 1, 2, 1.01, & 2.01, 1
Long Beach Township, Ocean County

Dear Mr. Yoder:

In response to your recent request you are hereby granted approval of a "Modification in Detail" for the above mentioned Waterfront Development Permit as follows:

Amend original Permit No. 1517-95-0094.2, .3 to remove Physical Condition No. 16 which states:

"No boats may be moored outshore of the existing bulkhead except in the designated moorings within the boatslip. Also, prior to sale of individual lots, contract purchasers shall be notified of this condition."

This amendment is being issued due to the fact that the rules on Shellfish Habitat (7:7E-3.2) and Submerged Vegetation Habitat (7:7E-3.6) have changed since the issuance of the original permit. The existing docks on the lots listed above have all received the required Waterfront Development Permits necessary for their construction, and therefore, have the capability of mooring vessels.

A copy of this amendment shall be appended to the original Permit No. 1517-95-0094.2, .3. Please be advised that all other conditions of the original permit (issued September 12, 1997) are to remain in effect. The original expiration date of September 12, 2002 is also to remain in effect.

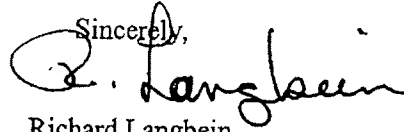
This permit amendment does not authorize any work landward or waterward of the MHWL. Any future development is subject to Division review and approval of an appropriate Permit Application.

(2) - 60 - Cash DD

New Jersey is an Equal Opportunity Employer • Printed on Recycled Paper and Recyclable

If you have any questions regarding this authorization, please contact Eric M. Virostek of our staff at (609) 777-0454. Please reference the above file number.

Sincerely,



Richard Langbein
Manager

Bureau of Coastal Regulation

5/28/09

cc: Bureau of Coastal and Land Use Enforcement
Municipal Construction Official
Municipal Clerk

ORIGINAL PERMIT RECORDED
Book 5509 Page 0249
10/01/1997

EXEMPTION #13

INSTR # 2004121489 DR BK 12111 PG 1851 06/10/2004 11:25:46 AM
CARL W. BLOCK COUNTY CLERK, OCEAN COUNTY NEW JERSEY

Form revised 8-6-02

Prepared by: Moeller
Monica P Moeller

DECLARATION OF DEED RESTRICTION

This Declaration of Deed Restriction is made this 15th day of June 2004,
by: Monica P Moeller (DECLARANT),
property located at: (local address) 10512 Long Beach Blvd., hereinafter
referred to as "Declarant." Beach Haven Parc NE 05008

WITNESSETH

WHEREAS, the Declarant is the owner of certain real property located in the Township of Long Beach, County of Ocean, New Jersey designated as Lot 1.04, Block 11.04, on the official Tax Map of the Township of Long Beach; and

WHEREAS, the covenants, terms, conditions, restrictions and purposes imposed with this declaration shall not only be binding upon the declarant but also upon his, her, their or its agents, personal representatives, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the property.

NOW, There is hereby imposed upon the lands described herein a restrictive covenant advising all future owners of the said lands whether acquired by conveyance, inheritance or otherwise that the lands may only be used in accordance with flood regulations established by the Federal Emergency Management Agency (FEMA). A violation of any of the said FEMA regulations may result in:

- A. An issuance of a summons returnable in the Municipal Court of the Township of Long Beach, or any other Court having appropriate jurisdiction, subjecting the defendant to a fine of not less than One Hundred (\$100) Dollars nor more than One Thousand (\$1,000) Dollars per day, or such greater or lesser fine as may be permitted by law, for each and every day that any violation of the said FEMA regulations are violated; or
- B. Subject the owner of the lands to an action in the Chancery Division, Superior Court of New Jersey or any other court having injunctive jurisdiction for a mandatory injunction compelling the owner to remove any structures or improvements which violate the FEMA regulations.

By acceptance of title to the lands encumbered hereby, any owner thereof whether title be acquired by Deed of conveyance, inheritance or otherwise, grants to the appropriate inspection officers of the Township of Long Beach the right upon forty-eight (48) hours advance notice to inspect, during normal business hours, the areas of any structure located on the lands which lie below the base flood elevation (BFE) as defined by FEMA regulations in order to determine compliance with such regulations and for a failure to permit such inspection, the owner of the

COUNTY OF OCEAN
CONSIDERATION 1000000
REALTY TRANSFER FEE 10000
DATE 6-10-04 BY Moeller

250 cash

lands may be subject to Complaint returnable in the Municipal Court of the Township of Long Beach which may result in a fine of not less than One Hundred(\$100) Dollars nor more than One Thousand (\$1,000) Dollars per day, or such greater or lesser fine as may be permitted by law, for each and every day which inspection is refused.

IN WITNESS WHEREOF, the Declarant has set its hand and seal on the day and year first above written, and directs that this instrument be recorded in the office of the Ocean County Clerk.

WITNESS:

Kathryn L. Minto

Print Kathryn L. Minto

Signature Mo Proella

Print Monica P. Moeller

Signature _____

Print _____

STATE OF NEW JERSEY, COUNTY OF Ocean :SS

I CERTIFY that on 6/1, 2004

Monica P. Moeller

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) executed this instrument as his or her own act.

BK 11716

Pg 569

Kathryn L. Minto
Notary

KATHRYN L. MINTO
NOTARY PUBLIC STATE OF NEW JERSEY
My Commission Expires May 8, 2005

RETURN TO:
LONG BEACH TOWNSHIP
CONSTRUCTION OFFICE
6805 LONG BEACH BLVD
BRANT BEACH, NJ 08008

①

22

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR HIDEAWAY BAY

M & M Developers, Inc., a New Jersey Corporation, (hereinafter referred to as "declarant") is the owner and developer of a tract of land located in the Township of Long Beach, Ocean County, New Jersey as shown on a map entitled "Hideaway Bay-Final Plat Major Subdivision Lots 1 and 1.01 Block 10.39, Lots 1 and 1.01 Block 10.43, Lots 1, 2, 1.01 and 2.01 Block 11.01, Lot 1 Block 11.04, Long Beach Township, Tax Map Sheet #13, Ocean County, N.J.," dated October 15, 1997 and duly filed in the Ocean County Clerk's Office at Toms River, New Jersey on July 15, 1998 as Map No. G-2847 (hereinafter referred to as "development").

22-00-0000

For the purpose of enhancing and protecting the value, attractiveness and desirability of the development declarant hereby declares that all of the real property contained in the above described filed map G-2847 shall be held, sold and conveyed only subject to the following covenants and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the property or any part thereof, and shall be binding on all who succeed to their interests.

1. DEVELOPER'S PLANNING COMMITTEE. There is hereby established a planning committee consisting of Patrick S. Moeller and Frank P. Muth, principals of M & M Developers, Inc. The committee shall have the power to waive any of these restrictions for any particular lot, where in the opinion of the committee, because of the size or location of a particular lot, it is necessary and desirable to do so and where, in the opinion of the committee, it is not injurious to the rights of other lot owners in the subdivision.

2. SET BACKS. No building or structure of any nature whatsoever shall be built, erected or maintained within any of the following setback areas.

a. FRONT YARD.

- 1. Bayfrontage Lots-within 20 feet from the bulkhead.
- 2. Interior Lots fronting on Hideaway Drive North and South-within 20 feet of the street line.
- 3. Lots fronting on Long Beach Boulevard-within 20 feet of Long Beach Boulevard.

b. REAR YARD.

- 1. Bayfrontage Lots-within 20 feet of Hideaway Drive North and South.
- 2. Interior Lots fronting on Hideaway Drive North and South-within 20 feet from the rear property lines.
- 3. Lots fronting on Long Beach Boulevard-within 20 feet of the rear property lines.

c. SIDE YARD.

- 1. Each principal building shall be provided with two side yards totaling 15 feet in width with the minimum width of one side yard being not less than 4 feet and further providing that there shall be at least 15 feet between two adjacent principal buildings.
- 2. On those bay front lots facing in a southerly direction, each principal building shall be provided with two side yards totaling 20 feet in width, with the minimum side yard width being not less than 10 feet and further provided that there shall be at least 20 feet between two adjacent principal buildings.

3. FRONTAGE. For the purpose of these restrictions lots bordering on any bay front shall be considered to front on the bay; lots bordering on Long Beach Boulevard and Hideaway Drive North and South shall front on those roadways.

5634-0486

REC NOV 13 1998 10:40AM 093149 DEAN HAINES OCEAN COUNTY CLERK 22:00

R 11-1398

4. GENERAL PROVISIONS.


- a. Not more than one dwelling unit used only as a single family residence shall be erected on any one lot and that dwelling unit shall be occupied by only one family.
- b. Dwelling units built on any lot in the development shall have a minimum floor area devoted exclusively to family quarters of 2000 square feet.
- c. No structure of any nature shall be erected upon any lot, adjacent to any lot or abutting any lot, except according to plans and specifications submitted to and approved by the Developer's Planning Committee, and no structure of any kind or description, as heretofore recited shall be altered or changed except according to plans and specifications approved by the Developer's Planning Committee, or by the Owners' Planning Committee, hereinafter described, if the Developer's Planning Committee no longer exists.
- d. No garage may be constructed that will house more than three automobiles.
- e. No business or trade of any description shall be conducted upon any portion of land in the development, unless approved by the Developer's Planning Committee or by the Owners' Planning Committee if the Developer's Planning Committee no longer exists.
- f. No nuisance of any description shall be maintained on the premises, or in the waters adjacent to the premises, or in the public streets, adjacent to the premises.
- g. All trash, garbage or other refuse shall be kept at all times in covered containers supplied by the lot owner. An enclosed area screened by tight fencing or lattice screening for the purpose of holding a trash container may be permitted at the rear of a property and, in the case of bay front properties such enclosed areas may be located on the side of the property rather than the rear.
- h. No sign boards or signs of any description including "for sale signs" or "for rent" signs may be used, except non-commercial signs of a decorative design with the name of the premises or the owner, inscribed thereon. Only signs approved by the Developer's or Owners' Planning Committee shall be permitted. Model homes erected by builders shall be exempt from this provision.
- i. No watercraft exceeding 12 feet in length may be stored upon any lot for more than a period of one week at any given time.
- j. No Boats may be moored outshore of the existing bulkhead except in designated moorings, within the boat slip.
- k. It shall be the owners' responsibility to obtain all permits required in the construction of piers, docks or piling installation on bayfront lots.
- l. Owners of lots containing conservation easements as shown on filed map G-2847 shall be responsible for preserving the vegetated areas within the conservation easements.
- m. Declarant will remain responsible for maintenance of the stormwater management system for five (5) years from the date of this Declaration; thereafter the owners of the lots in the development shall share equally in any maintenance costs of the stormwater management system.

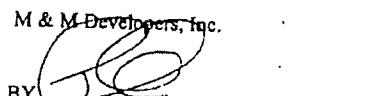
5. OWNERS' PLANNING COMMITTEE. There shall be established an Owners' Planning Committee which shall be a committee of five (5) lot owners, elected annually by written ballot, at a meeting called by M & M Developers, Inc., or its legal representative, at a place designated by M & M Developers, Inc., or its legal representative, at 10:00 AM local time, on the first Saturday of September of each year, by a vote of majority of lot owners of the development, each lot owner having one vote for each lot owned; a jointly owned lot shall be entitled to only one vote. The initial meeting to establish the Owners' Planning Committee shall be after September 4, 1999.

6. RIGHTS RESERVED. The Developer's Planning Committee or the Owners' Planning Committee shall have the right to grant at any time, to public or private utilities, the right and privilege to construct, use, operate and maintain wires, poles, pipes and facilities above, in, under and across streets and highways of the development.

7. ENFORCEMENT. The Developer's Planning Committee, the Owners' Planning Committee or any lot owner shall have the right to enforce, by any proceedings at law or in equity, all covenants and restrictions imposed by the provisions of this declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

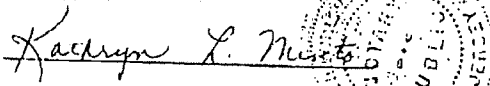
8. DURATION. The covenants and restrictions of this declaration shall run with the land, and shall inure to the benefit of and be enforceable by the individual owners of the development lots for a period of 20 years from the date of this declaration and shall be automatically extended for additional periods of 20 years unless otherwise agreed to in writing by the then owners of at least three quarters of the subdivision lots.

ATTEST:

FRANK P. MUTH, SECRETARY

M & M Developers, Inc.
BY: 
PATRICK S. MOELLER, PRESIDENT

STATE OF NEW JERSEY
COUNTY OF OCEAN COUNTY CLERK SS.:

I certify that on 9/18, 1998, PATRICK S. MOELLER, personally came before me and stated to my satisfaction that this person (or if more than one, person):
(a) was the maker of the attached instrument
(b) was authorized to and did execute this instrument as President of M & M Developers, Inc., the entity named in this instrument;
(c) executed this instrument as the act of the entity.


KATHRYN L. MINTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 8, 2000



RECORD AND RETURN TO:
Reginald J. Raban, Esquire
11710 Long Beach Boulevard
Haven Beach, NJ 08008-6283

#5634-0488

EXCEPTION #14

1985

THIS INDENTURE, made this 19th day of FEBRUARY, 1985,
by and between M. F. M. DEVELOPERS INC

a corporation of the State of NEW JERSEY, hereinafter referred to as "GRANTOR" and ATLANTIC CITY ELECTRIC COMPANY and NEW JERSEY BELL TELEPHONE COMPANY, corporations of the State of New Jersey, hereinafter referred to as "GRANTEES".

29- cash

W I T N E S S E T H

THAT for and in consideration of the sum of ONE (\$1.00) DOLLAR, the receipt of which is hereby acknowledged, the Grantor being the owner of that certain tract of land or development known as BLOCK 11.01 LOTS 1.01-1.12 BLOCK 11.04 LOTS

(Handwritten scribble)

1.09-1.13, 1.15, 1.17, 1.19, 1.21, 1.22, 1.25, 1.27, 1.29, 1.31, 1.33, 1.35-1.37
N/E Block 10.43 LOTS Block 10.39, Lot 1, CONSIDERATION AND EASEMENT
situate in the TOWNSHIP OF LONG BEACH, County of OCEAN and State of New Jersey, bounded as follows:

- On the North by the lands of: HERBERT SHAPIRO
- On the East by the lands of: LONG BEACH BOULEVARD
- On the South by the lands of: DENNIS FLYNN
- On the West by the lands of: LITTLE EGG HARBOR BAY

hereby grants and conveys unto the Grantees, their successors and assigns, the right and easement to construct, extend, inspect, operate, replace, repair, renew, maintain and remove an underground system for the distribution and transmission of electricity, together with telephone communication line or lines, and provision of cable television services, consisting of conduits, duct banks, cables, wires, transformers, transformer pads, service pedestals, manholes, handholes, and all appurtenances and associated fixtures thereto, through, under, upon and across the aforementioned lands of the Grantor. Said underground system to be located within those

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COUNTY OF OCEAN
CONSIDERATION 1
REALTY TRANSFER FEE CHRYSTLE
DATE 6-26-85 BY PHL

REC JUN/15/1986 11:40AM 047141 M DEAR HATHES OCEAN COUNTY CLERK 27.00

Prepared by:
R. F. ATKINSON

POLE EASEMENT
DB 5586E0071

(Handwritten signature)
R 6-15 98

specified areas provided by Grantor and in accordance with and as shown on Atlantic City Electric Company Drawing No. U-4096-A dated 1-21-98 entitled "DISTRIBUTION TO SERVE HIDEAWAY BAY" attached hereto and made a part hereof.

The rights herein granted shall also include the right to install, extend, operate, maintain, replace and remove conduits, cables and wires including underground service entrance cables from the said underground system to any service location approved by the Grantor that may be necessary to furnish electrical energy and telephone service and cable television service required for any building structure, residence or street lighting standard or to interconnect with other underground facilities of Grantees.

The GRANTOR does also hereby further grant and convey unto the Grantees, their successors and assigns, the right and easement to construct, erect, extend, inspect, operate, replace, repair, renew, maintain and remove all those certain overhead facilities consisting of poles, standards, brackets, wires, cables, guy wires and anchors and necessary appurtenances thereto as required in conjunction with or supplemental to said underground system through, over, across and upon the said mentioned lands of the Grantor and along the public highway or streets on which said lands adjoin or abut, in accordance with and as shown on the aforesaid Atlantic City Electric Company Drawing No. U-4096-A.

GRANTOR hereby warrants that it is the owner in fee simple, of the lands and premises herein, as of the date of this easement grant, and have complete right and power to execute this grant, and as such will indemnify, hold harmless, and defend Grantee, or its successors or assigns, from any and all loss,

costs, damages, claims, actions or liability on account of any and all defects in or lack of title, and disputes arising from or growing out of the grant made herein.

IT IS FURTHER UNDERSTOOD AND AGREED by the Grantor that in the event permanent structures or improvements are constructed or erected, on, over, upon or within the areas designated for said underground system, Grantor will provide Grantees with a suitable and adequate means of access including ingress and egress to said underground system at any and all times for the purpose and exercise of the rights herein granted. Grantees shall have the right and privilege to remove any and all said structures or improvements or any part thereof so placed within the designated easement area as to constitute an obstruction or deny Grantees a means of access including ingress and egress to said underground system. Together with and including the right to fell, cut or trim and remove any trees, brush, shrubs or other obstructions on, over, upon or within the areas designated for said underground system wherever the same may be necessary in order to construct, extend, operate, replace, repair and maintain said underground system free and clear from any and all obstructions. It is further understood that Grantees shall at all times use reasonable care in the removal and/or replacement of shrubs, lawns and improvements in connection with the rights herein granted, however, Grantees shall not be held liable for any damages to shrubs, lawns, and improvements provided that reasonable care has been exercised in the replacement thereof. Also together with and including the right of ingress and egress by any means over and upon the said mentioned lands of the Grantor or any part thereof for any and all of the purposes hereinabove provided.

The rights and easements herein contained whether expressed or implied shall be construed to be a covenant running with the land and shall be binding upon and inure to the benefit of any successor or assign of the parties hereto.

IN WITNESS WHEREOF, Grantor has signed and sealed this indenture the day and year first above written.

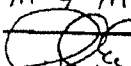
WITNESS:

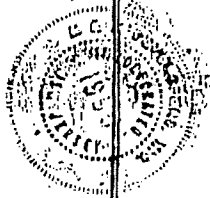
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

ATTEST:



Secretary
PATRICK MOELLER

M & M DEVELOPERS, INC.

BY: _____
Patrick Moeller President
PATRICK MOELLER



STATE OF _____)
COUNTY OF _____)¹⁸⁸

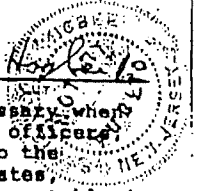
BE IT REMEMBERED, that on this _____ day of _____
19____, before me, a _____
personally appeared _____

who I am satisfied is or are the Grantor or Grantors mentioned in
the above deed or conveyance, and I having first made known to
him, her or the, the contents thereof, he, she, or they
acknowledged that he, she, or they signed, sealed and delivered
the same as his, her or their voluntary act and deed. All of
which is hereby certified.

STATE OF NEW JERSEY)
COUNTY OF OCEAN)¹⁸⁸

BE IT REMEMBERED, that on this 19~~th~~ day of FEBRUARY
1998, before me, the subscriber, A NOTARY PUBLIC OF NEW JERSEY
personally appeared PATRICK MOELLER PRESIDENT-Sole Officer
of M & M DEVELOPERS INC.

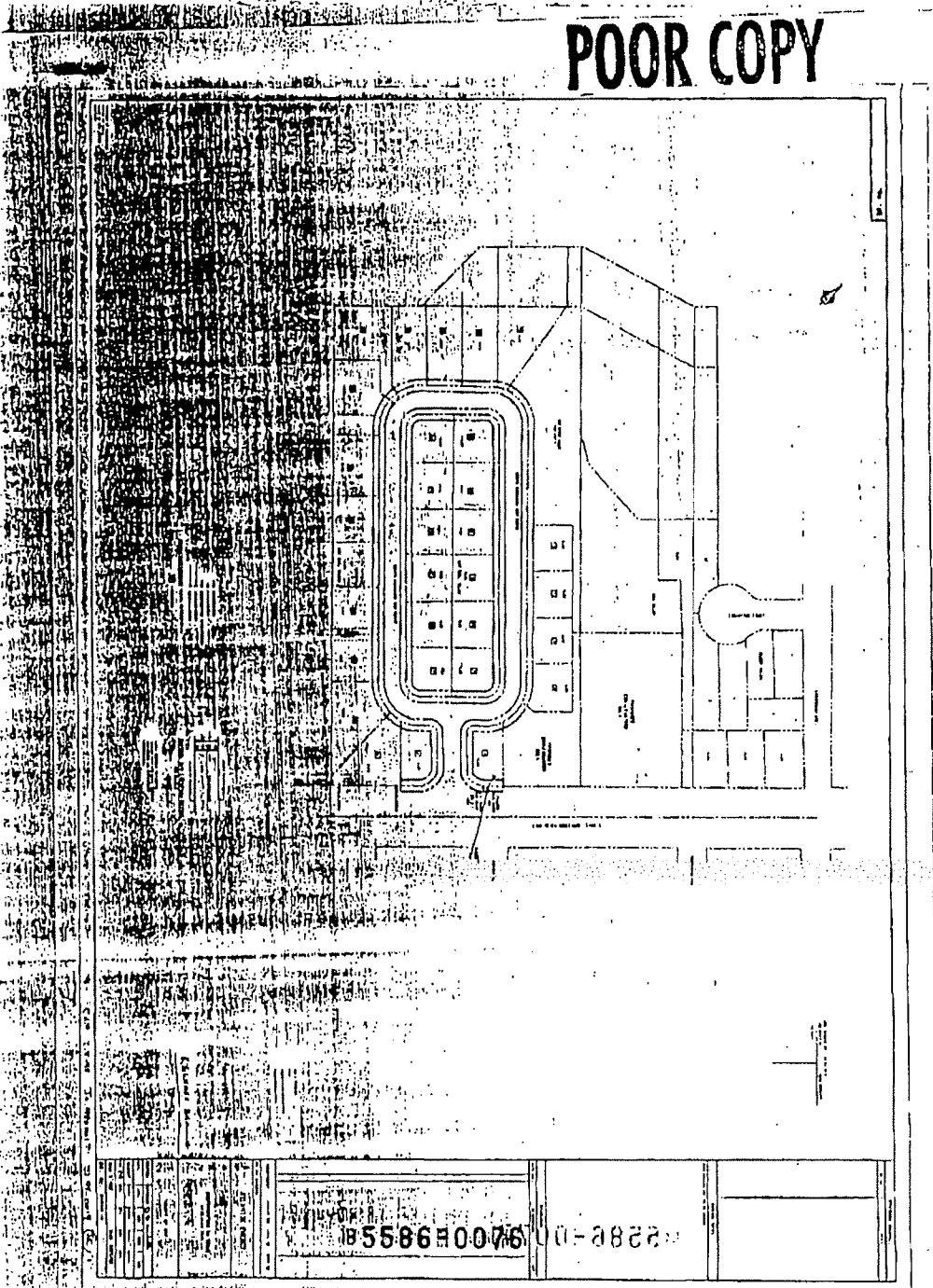
who I am satisfied is the person who signed the within
instrument, and he acknowledged that he signed, sealed with the
corporate seal and delivered the same as such officer aforesaid,
and that the within instrument is the voluntary act and deed of
such corporation, made by virtue of a Resolution of its Board of
Directors.

Henry L Higbee Jr


NOTE: Prothonotary or Clerk's Certificate not necessary when
acknowledgments are taken by other than N.J. officers,
provided the seal of the Notary is affixed to the
acknowledgment. Acknowledgments by Magistrates,
Alderman, Justices of the Peace, etc., not acceptable in
New Jersey.

HENRY L. HIGBEE, JR.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 18, 2008

POOR COPY



55860076 00-8822

107 18E-7N-2

1835
Long Beach
Ocean County
NWC M&M Developers

2001 12/22/02

RETURN TO:
ATLANTIC CITY ELECTRIC CO
T & D Right of Way Dep
6801 Black Horse Pike
Pleasantville, NJ 08232

08 5586 8097 00-8822

EXCEPTION 14

Prepared By:

Henry L. Higbee
Henry L. Higbee

Ugind.



DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 17th day of JANUARY, 2003, between PATRICK MOELLER AND MONICA MOELLER HIS WIFE ("GRANTOR") and ATLANTIC

CITY ELECTRIC COMPANY, a New Jersey Corporation with an office located at 5100 Harding Highway, Mays Landing, New Jersey 08330 and VERIZON NEW JERSEY, INC., a New Jersey Corporation with an office located at 540 Broad Street, Newark, New Jersey 07101, hereinafter referred to as "GRANTEES."

WITNESSETH:

That for and in the consideration of ONE (\$1.00) DOLLAR, the receipt of which is hereby acknowledged, GRANTOR hereby grants and conveys unto ATLANTIC CITY ELECTRIC COMPANY and VERIZON NEW JERSEY, INC., their successors and assigns the right and easement to construct, extend, inspect, operate, replace, repair, renew, maintain and remove an underground system for the distribution and transmission of electric energy, together with communications and cable television facilities for any and all purposes for which electric energy is now or may hereafter be used, together with all supplemental aerial facilities including poles, wires, cables, fibre optic cables, fixtures and appliances, including guy wires, stubs, anchors, and brace poles and where appropriate, conduits, duct banks, cables, transformer pads, service pedestals, manholes, and all other appurtenances and associated fixtures thereto through, over, upon, under and across GRANTOR'S land, and along the public highways or streets on which the land abuts or adjoins, described as follows:

Situate in the TOWNSHIP OF LONG BEACH, County of OCEAN, and State of New Jersey, being also known as Block 11.04, Lot 1.04, as shown on the Municipal Tax Map and bounded.

- On the North by the lands of: WALTER MAZZANT
- On the East by the lands of: LONG BEACH BOULEVARD
- On the South by the lands of: M S M DEVELOPERS INC
- On the West by the lands of: FRANK MUTA N/F

The rights herein granted shall also include the right to install, extend, operate, maintain, replace and remove conduits, cables, and wires from the underground system to any service location approved by the GRANTOR that may be necessary to furnish electrical energy, communication service and cable television service required for any building, structure, residence or street lighting standard. Said underground system to be located within those specified areas provided by GRANTOR as shown on attached drawing number 5494617.

IT IS FURTHER UNDERSTOOD AND AGREED by the GRANTOR that no permanent structures or improvements shall be constructed over or under the utility facilities permitted by this agreement and GRANTOR agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement. GRANTEES shall have the right and privilege

INSTR # 2003081952
OR BK 11352 PG 0308
RECORDED 04/16/2003 09:16:01 AM
M. DEAN HAINES, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

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(3)
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out

to remove any and all structures or improvements so placed as to constitute an obstruction or deny GRANTEES access to their facilities.

TOGETHER with the right to fell, cut or trim and remove any trees, brush, shrubs or other obstructions on, over, upon, or within the easement area and along said line or lines, wherever the same may be necessary in order to construct, extend, operate, replace, repair and maintain said system free and clear from any and all obstructions. It is further understood that GRANTEES shall at all times use reasonable care in the removal and/or replacement of shrubs, lawns, and improvements in connection with the rights herein granted, however, GRANTEES shall not be held liable for any damages to shrubs, lawns, and improvements provided that reasonable care has been exercised in the replacement thereof.

GRANTOR hereby warrants that it is the owner in fee simple, of the lands and premises herein, as of the date of this Deed of Easement, and has complete right and power to execute this deed, and as such will indemnify, defend and hold harmless GRANTEES, or their successors or assigns, from any and all loss, costs, damages claims, actions or liability on account of any and all defects in or lack of title, and disputes arising out of the grant herein.

IN WITNESS WHEREOF, GRANTOR(S) has signed and sealed this deed the day and year first above written.

WITNESS:

INDIVIDUAL OR PARTNERSHIP GRANTOR:

Henry L. Higbee

Patrick Moeller (SEAL)
Monica Moeller (SEAL)

_____ (SEAL)

STATE OF NEW JERSEY

COUNTY OF OCEAN

)
) SS
)

BE IT REMEMBERED, That on the 7th day of JANUARY, 2003, before me, a

NOTARY PUBLIC OF NEW JERSEY, personally appeared
PATRICK MOELLER AND MONICA MOELLER

H/w

who I am satisfied is or are the Grantor or Grantors mentioned in the above deed, and I having first made known to him, her or them, the contents thereof, he, she or they acknowledged that he, she or they signed, sealed and delivered the same as his, her or their voluntary act and deed

Notary Seal/Stamp here

Henry L. Higbee

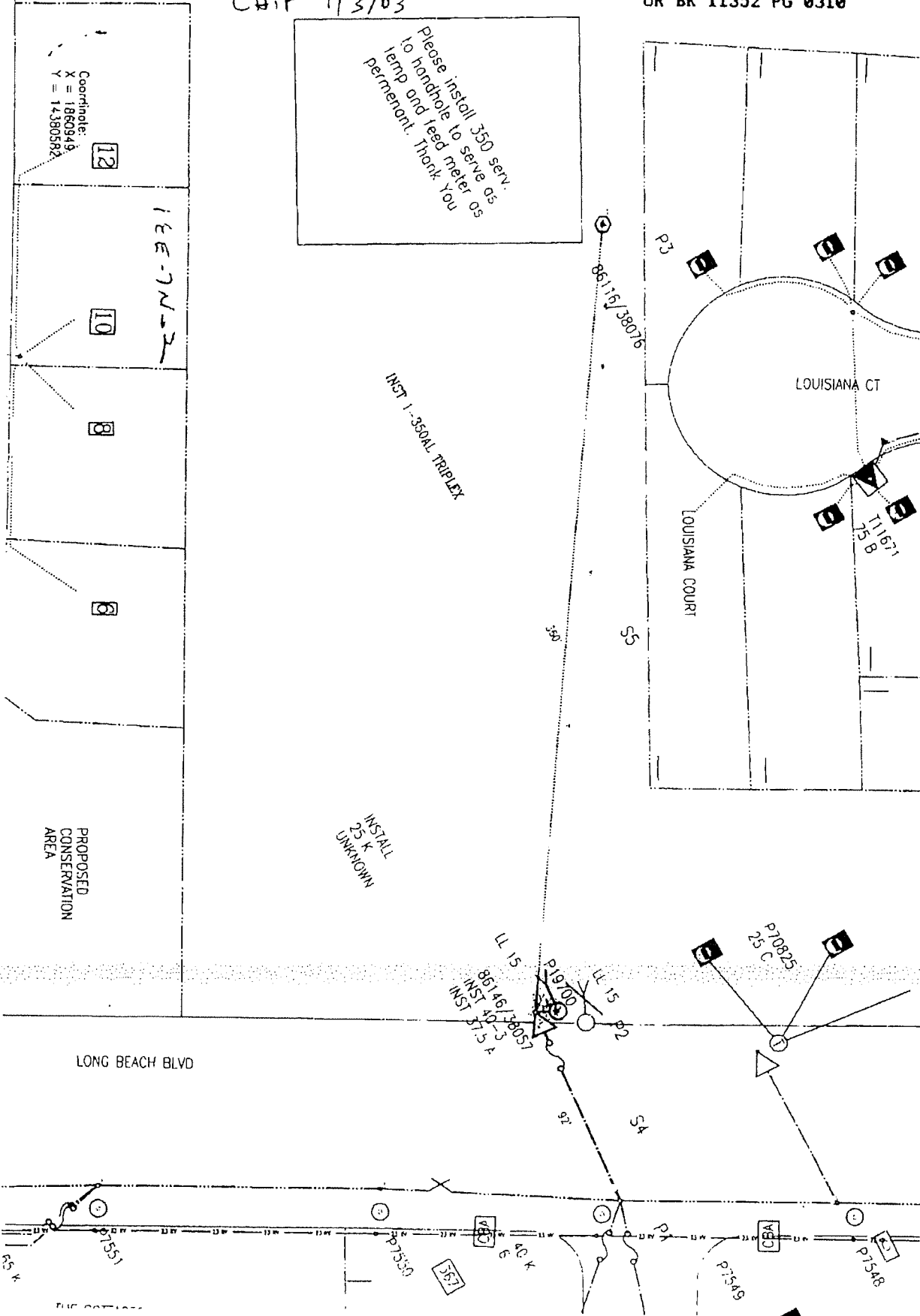
HENRY L. HIGBEE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires JUNE 18, 2005

Note: Conectiv - Right of Way Department:

CHIP 1/3/03

Please install 350 serv. to handhole to serve as temp and feed meter as permanent. Thank You

Work Order Number: 5494617	Customer: CALAN & MOELLER	Circuit Name: SHIPBOTTOM - Control
Designer Name: Jscneider	Address: 10512-1 LONG BEACH-BLYD	Circuit Number: NU0553
Date: 12/30/2002	City: BEACH HAVEN PARK	Protective Device Type: OH Switch Installation
Comp. Date:	State: NJ	Protective Device ID: P7542
Comp. By:	Phone Number:	



Coordinate:
X = 1860949
Y = 14380582

13E-7N-2

PROPOSED CONSERVATION AREA

LONG BEACH BLVD

INSTALL 25 K UNKNOWN

INST 1-350AL TRIPLEX

LOUISIANA CT

LOUISIANA COURT



EXCEPTION #15

BOOK 1550 PAGE 56

The State of New Jersey:

To all to whom these Presents shall come or may concern

Greeting:

RECORDED
OCEAN COUNTY CLERK'S
OFFICE
1954 APR 14 AM 11 09
HON. JESSE
1950
Jesse
of
of
of

Whereas, the State of New Jersey owns the lands under tidewater hereinafter described:

And Whereas, the Division of Planning and Development in the Department of Conservation and Economic Development, as established by Chapter 448 Laws of 1948 succeeded to the powers and duties of the Division of Navigation in the Department of Conservation:

And Whereas, Jerome Shapiro and Herbert L. Shapiro, partners trading as JEROME & HERBERT L. SHAPIRO, having their principal office at Beach Haven Park, in the Township of Long Beach, in the County of Ocean and State of New Jersey,

representing themselves to be the owners of the lands fronting on

LITTLE EGG HARBOR BAY

in the Township of Long Beach

in the County of Ocean

and State of

New Jersey, which lie above the high water mark and in front of which the lands hereinafter described are situate, have applied to the Department of Conservation and Economic Development, Division of Planning and Development, for a grant of said lands under water and to have it fix the boundaries thereof and determine the price or compensation to be paid therefor, and the covenants, conditions and limitations of said grant:

And Whereas, a majority of the members of the Planning and Development Council of the Division of Planning and Development having due regard to the interests of navigation and of the State, have approved the grant of the lands under tidewater hereinafter described upon the covenants, conditions and limitations herein set forth, and have fixed the sum of

ONE THOUSAND SIX HUNDRED SEVENTEEN and FIFTY-THREE HUNDREDTHS (\$1617.53) DOLLARS

as the price or reasonable compensation to be paid to the State for said lands:

DB 1550-56

R 4-11-54

Now, Therefore, the of Planning and Development, the Governor, the Council in the Division of the premises, tained, and of the State, the receipt who sell and convey, unto

Jerome Shapiro trading as

and to their heirs tract of land fronting Long Beach, in the Township of Long Beach, in the County of Ocean and State of New Jersey, and described

water line of the where the same is line of Georgia Avenue

THENCE

of the center line twenty-five (25) feet to the line established Economic Development last mentioned parcel (900.00) feet north of the center line westerly line of (100) feet wide;

THENCE

22 minutes, 43 seconds if produced north distance of two feet to a point as laid out fifty

Notwithstanding, the State of New Jersey, acting by and through the Division of Planning and Development in the Department of Conservation and Economic Development, the Governor, and the Commissioner of Conservation and Economic Development and a majority of the members of the Planning and Development Council in the Division of Planning and Development approving, in consideration of the premises, the covenants, conditions and limitations herein contained, and of the said sum above set forth duly paid by the grantee to the State, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey, unto the said

Jerome Shapiro and Herbert L. Shapiro, partners trading as JEROME & HERBERT L. SHAPIRO,

and to their heirs and assigns forever--ALL that tract of land flowed by tidewater, situate in the Township of Long Beach, in the County of Ocean and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the present mean high water line of the southeasterly shore of Little Egg Harbor Bay, where the same is intersected by the prolongation of the center line of Georgia Avenue, as laid out fifty (50) feet wide.

THENCE (1) Northwestwardly, along said prolongation of the center line of Georgia Avenue, a distance of five hundred twenty-five (525) feet more or less to a point in the Pierhead Line established herein by the Department of Conservation and Economic Development, Division of Planning and Development, said last mentioned point being distant nine hundred and no hundredths (900.00) feet northwestwardly, measured along said prolongation of the center line of Georgia Avenue, from a point in the northwesterly line of Long Beach Boulevard, as laid out one hundred (100) feet wide;

THENCE (2) Northeastwardly, deflecting 152 degrees, 22 minutes, 43 seconds to the right from the preceding course, if produced northwestwardly, following said Pierhead Line, a distance of two hundred fifteen and sixty-seven hundredths (215.67) feet to a point in line with the center line of Nebraska Avenue, as laid out fifty (50) feet wide, said last mentioned point being

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distant eight hundred and no hundredths (800.00) feet northwestwardly measured along the prolongation of the center line of Nebraska Avenue from a point in the northwesterly line of Long Beach Boulevard;

THENCE (3) Southeastwardly, parallel with the first course, in line with said center line of Nebraska Avenue, a distance of five hundred twenty-seven (527) feet more or less to a point in the present mean high water line of the southeasterly shore of Little Egg Harbor Bay;

THENCE (4) Southwestwardly, following said present mean high water line to the point and place of beginning.

This grant is made subject to the limitations that neither the grantees herein nor their heirs or assigns shall exclude the tideswaters from the lands above described nor fill in, erect a pier or piers or otherwise improve or develop the same, nor appropriate the said lands under water to their or their own exclusive use, until a permit therefor shall have been issued to them for that purpose. The grantees shall prepare plans and specifications for any intended improvement, filling in, or development of the said lands, and submit same to the Department of Conservation and Economic Development, Division of Planning and Development for its approval, as a prerequisite to the issuance of any such permit.

This grant of riparian lands, until such time as the tideswaters shall be excluded therefrom by filling or other development of the same as herein permitted, is made subject to the natural rights of the public to the use of the waters flowing over the same and to temporarily anchor thereon. This reservation in all cases as to any lands thus improved and shall not be construed to diminish the right in the public to approach, venture upon, or to make use of any such improvement.

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Provided, that the State of New Jersey, by its Department of Conservation and Economic Development, Division of Planning and Development, or any other lawful authority, may, from time to time, change the exterior lines for solid filling and for piers, and fix the same further from the shore than formerly, even though such action may affect the lands hereby granted, whenever the State may deem it necessary in the interest of Navigation to do; and if such exterior lines shall be placed out further from the shore than formerly, then the party or parties claiming under this instrument may, within such period as may be fixed by the State, either through said Department of Conservation and Economic Development, Division of Planning and Development, or any other lawful authority, have the exclusive right to apply for and receive a lease or grant of the additional land under water lying between the present exterior lines above described and the new exterior line or lines that may hereafter be fixed, upon payment of such additional rental or compensation, and upon such terms as shall be fixed by said Department of Conservation and Economic Development, Division of Planning and Development, or other lawful authority, under any present or future law of this State; such additional land to be used for solid filling or for piers as directed by the said Department of Conservation and Economic Development, Division of Planning and Development, or its successors, or other lawful authority, under any present or future law of this State.

And Also Provided, that the State of New Jersey may grant or lease any of the lands of the State lying in front of the exterior line for solid filling or piers mentioned or referred to herein, for the cultivation of oysters or other fish, or for any other purpose, provided that such grant or lease shall not operate to interfere with the reasonable use of and access by water to the lands under water hereby granted, and with the free and uninterrupted navigation between said lands under water and the main channel of the said

LITTLE EGG HARBOR BAY

And Also Provided, and this grant is made upon the condition and limitation: that if the said Jerome Shapiro and Herbert L. Shapiro, partners trading as JEROME & HERBERT L. SHAPIRO, are not the owners of any of the upland adjoining the land under tidewater hereby granted, then, and in that event, this conveyance and all the covenants herein on the part of the State shall be void; if the said Jerome Shapiro and Herbert L. Shapiro, partners trading as JEROME & HERBERT L. SHAPIRO,

are the owners of a part of the upland adjoining the lands under tidewater hereby granted, then this conveyance, and all covenants herein on the part of both parties shall be valid as affecting any part or parts of said land under tidewater which abuts and joins lands so owned.

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BOOK 1550 PAGE 60

And Also Provided, that if the exterior line for solid filling (bulk-head line) and the exterior line for piers (pierhead line) or either of said lines, now established, or lines that may be hereafter established by the Department of Conservation and Economic Development, Division of Planning and Development, or other lawful authority, of the State of New Jersey, shall be hereafter changed by the action of the authorities of the United States Government, no claim or claims therefor shall be made against the State of New Jersey by reason of such change.

Together with all and singular the hereditaments and appurtenances therunto belonging.

To have and to hold all and singular the above granted and described lands under water and premises, subject to the terms, conditions and limitations aforesaid, unto the said

Jerome Shapiro and Herbert L. Shapiro, partners trading
as JEROME & HERBERT L. SHAPIRO,
their heirs and assigns forever.

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In Witness Whereof, the State of New Jersey has caused these presents to be signed by the Governor, the Commissioner of Conservation and Economic Development, and a majority of the Planning and Development Council, and has caused the Great Seal of the State of New Jersey to be hereunto affixed, and has caused these acts to be attested by the Attorney General and the Secretary of State, this sixth day of July

1953.

Alfred E. Driscoll
Alfred E. Driscoll Governor

Wm. C. [Signature]
Wm. C. [Signature] Commissioner of Conservation and Economic Development

Members of the Planning and Development Council:

[Signature]
R. P. McClave

[Signature]
Francis V. Lowden

[Signature]
Wayne D. McMurray

[Signature]
Maurice Y. Cole

[Signature]
Irving Eitch

[Signature]
E. V. Maddock

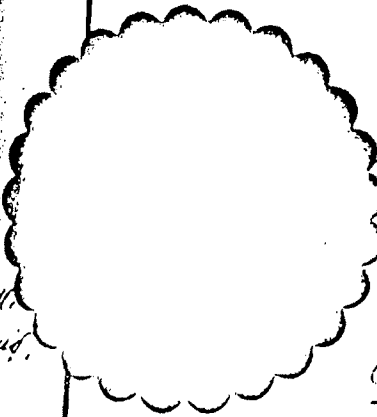
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Thomas R. Jones

ATTEST:

[Signature]
Lloyd B. Varshney Secretary of State

ATTEST:

[Signature]
Theodore D. Parsons Attorney General



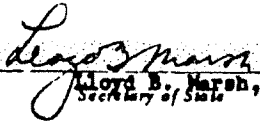
STATE OF NEW JERSEY, }
COUNTY OF MERCER } SS;


Be it Remembered, that on this 27th day of October, Nineteen Hundred and Fifty-three before me, the subscriber, a Notary Public of New Jersey, personally appeared Lloyd B. Marsh who being by me duly sworn on his oath, says that he is the Secretary of State of the State of New Jersey, the grantor named in the foregoing instrument; that he well knows the Great Seal of the State of New Jersey; that the seal affixed to said instrument is said seal and was thereto affixed by him as his act and deed and as the act and deed of the said grantor; that on the date of the execution of the said instrument, Alfred E. Driscoll was the Governor of the State of New Jersey, Wm. C. Cope ^{Acting} was the Commissioner of Conservation and Economic Development, Theodore D. Parsons was the Attorney General, and

R. P. McClave, Francis V. Lowden, Wayne D. McMurray, Maurice Y. Cole, Irving Fitch, E. M. Maddock and Thomas R. Jones,

were members of the Planning and Development Council and constituted a majority thereof that he well knows their signatures; and that the said instrument was signed by the Governor, the Commissioner of Conservation and Economic Development and a majority of the members of the Planning and Development Council, as their act and deed and as the act and deed of the said grantor; that said instrument was attested by the Attorney General and by the subscriber.

Sworn and subscribed :
before me at Trenton. :
the date aforesaid :


Lloyd B. Marsh,
Secretary of State


Ernest A. Kerr
Notary Public of
the State of New Jersey

The State of New Jersey:

To all to whom these Presents shall come or may concern

Greeting:

Whereas, the State of New Jersey owns the lands under tidewater hereinafter described:

And Whereas, the Division of Planning and Development in the Department of Conservation and Economic Development, as established by Chapter 448 Laws of 1948 succeeded to the powers and duties of the Division of Navigation in the Department of Conservation:

And Whereas, Jerome Shapiro, Herbert L. Shapiro and Muriel S. Powitz, partners trading as SHAPIRO REALTY COMPANY, having their principal office at Beach Haven Park, in the Township of Long Beach, in the County of Ocean and State of New Jersey,

representing themselves to be the owners of the lands fronting on
LITTLE EGG HARBOR BAY

in the Township of Long Beach in the County of Ocean and State of New Jersey, which lie above the high water mark and in front of which the lands hereinafter described are situate, have applied to the Department of Conservation and Economic Development, Division of Planning and Development, for a grant of said lands under water and to have it fix the boundaries thereof and determine the price or compensation to be paid therefor, and the covenants, conditions and limitations of said grant:

And Whereas, a majority of the members of the Planning and Development Council of the Division of Planning and Development having due regard to the interests of navigation and of the State, have approved the grant of the lands under tidewater hereinafter described upon the covenants, conditions and limitations herein set forth, and have fixed the sum of

THREE THOUSAND FOUR HUNDRED FIFTY AND NO HUNDREDTHS (\$3450.00)
DOLLARS

as the price or reasonable compensation to be paid to the State for said lands:

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Now, Therefore, the State of New Jersey, acting by and through the Division of Planning and Development in the Department of Conservation and Economic Development, the Governor and the Commissioner of Conservation and Economic Development and a majority of the members of the Planning and Development Council in the Division of Planning and Development approving, in consideration of the premises, the covenants, conditions and limitations herein contained, and of the said sum above set forth duly paid by the grantee to the State, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey, unto the said

Jerome Shapiro, Herbert L. Shapiro and Muriel S. Powitz, partners trading as SHAPIRO REALTY COMPANY,

and to their heirs and assigns forever--ALL those two tracts of land flowed by tidewater, situate in the Township of Long Beach, in the County of Ocean and State of New Jersey, bounded and described as follows:

TRACT ONE

BEGINNING at a point in the present mean high water line of the southeasterly shore of Little Egg Harbor Bay where the same is intersected by the division line between Haven Beach and Beach Haven Park;

THENCE (1) Northwestwardly, along the extension of said division line, crossing a small island and beyond, a distance of two hundred three (203) feet more or less to a point in the Pierhead and Bulkhead Line established herein by the Department of Conservation and Economic Development, Division of Planning and Development, said last mentioned point being distant eight hundred and no hundredths (800.00) feet northwestwardly measured along said division line from a point in the northwesterly line of Long Beach Boulevard, as laid out one hundred (100) feet wide;

THENCE (2) Northwardly, following the Pierhead Line established herein deflecting 45 degrees to the right from the preceding course, if produced northwestwardly, a distance of one hundred forty-one and forty-two hundredths (141.42) feet to a point or angle therein;

THENCE (3) Northeastwardly, still following said Pierhead Line, parallel with said northwesterly line of Long Beach Boulevard, a distance of one hundred seventy-five and no hundredths (175.00) feet to a point in line with the center line of Georgia Avenue, as laid out fifty (50) feet wide, said last

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mentioned point being distant nine-hundred and no hundredths (900.00) feet northwestwardly measured along the prolongation of said center line of Georgia Avenue from a point in the aforesaid northwesterly line of Long Beach Boulevard;

THENCE (4) Southeastwardly, parallel with the first course, in line with said center line of Georgia Avenue, a distance of five hundred twenty-five (525) feet more or less to a point in the present mean high water line of the southeasterly shore of Little Egg Harbor Bay;

THENCE (5) In a general westwardly, southeastwardly and northwestwardly direction following said present mean high water line to the point and place of BEGINNING.

TRACT 2:

BEGINNING at a point in the present mean high water line of the southeasterly shore of Little Egg Harbor Bay where the same is intersected by the prolongation of the center line of Nebraska Avenue as laid out fifty (50) feet wide;

THENCE (1) Northwestwardly, along said prolongation of the center line of Nebraska Avenue, a distance of five hundred twenty-seven (527) feet more or less to a point in the Pierhead Line established herein by the Department of Conservation and Economic Development, Division of Planning and Development, said last mentioned point being distant eight hundred and no hundredths (800.00) feet northwestwardly, measured along said prolongation of the center line of Nebraska Avenue from a point in the northwesterly line of Long Beach Boulevard, as laid out one hundred (100) feet wide;

THENCE (2) Northeastwardly, at right angles to the preceding course, parallel with said northwesterly line of Long Beach Boulevard, following said Pierhead Line, a distance of one hundred eighty-five and no hundredths (185.0) feet to a point in line with the southwesterly line of Louisiana Avenue, as laid out fifty (50) feet wide;

THENCE (3) Southeastwardly, parallel with the first course, in line with said southwesterly line of Louisiana Avenue a distance of five hundred (500) feet, more or less to a point

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in the present mean high water line of the southeasterly shore of Little Egg Harbor Bay;

THENCE (4) In a general southwestwardly direction following said present mean high water line to the point and place of BEGINNING.

All as shown on the map hereto annexed and made part hereof.

Nothing herein contained shall be interpreted as affecting in any way the State's right to sell and convey the lands now or formerly under water on the northeasterly and southwesterly sides of the two tracts above described.

This grant is made subject to the limitations that neither the grantee herein nor their heirs or assigns shall exclude the tidewaters from the lands above described nor fill in, erect a pier or piers or otherwise improve or develop the same, nor appropriate the said lands under water to their or their own exclusive use, until a permit therefor shall have been issued to them for that purpose. The grantee shall prepare plans and specifications for any intended improvement, filling in, or development of the said lands, and submit same to the Department of Conservation and Economic Development, Division of Planning and Development for its approval, as a prerequisite to the issuance of any such permit.

This grant of riparian lands, until such time as the tidewaters shall be excluded therefrom by filling or other development of the same as herein permitted, is made subject to the natural rights of the public to the use of the waters flowing over the same and to temporarily anchor thereon. This reservation shall cease as to any lands thus improved and shall not be construed to include the right in the public to approach, venture upon, or to make use of any such improvement.

Provided, that the State of New Jersey, by its Department of Conservation and Economic Development, Division of Planning and Development, or any other lawful authority, may, from time to time, change the exterior lines for solid filling and for piers, and fix the same further from the shore than formerly, even though such action may affect the lands hereby granted, whenever the State may deem it necessary in the interest of Navigation as to do; and if such exterior lines shall be placed out further from the shore than formerly, then the party or parties claiming under this instrument may, within such period as may be fixed by the State, either through said Department of Conservation and Economic Development, Division of Planning and Development, or any other lawful authority, have the exclusive right to apply for and receive a lease or grant of the additional land under water lying between the present exterior lines above described and the new exterior line or lines that may hereafter be fixed, upon payment of such additional rental or compensation, and upon such terms as shall be fixed by said Department of Conservation and Economic Development, Division of Planning and Development, or other lawful authority, under any present or future law of this State; such additional land to be used for solid filling or for piers as directed by the said Department of Conservation and Economic Development, Division of Planning and Development, or its successors, or other lawful authority, under any present or future law of this State.

And Also Provided, that the State of New Jersey may grant or lease any of the lands of the State lying in front of the exterior line for solid filling or piers mentioned or referred to herein, for the cultivation of oysters or other fish, or for any other purpose, provided that such grant or lease shall not operate to interfere with the reasonable use of and access by water to the lands under water hereby granted, and with the free and uninterrupted navigation between said lands under water and the main channel of the said

LITTLE EGG HARBOR BAY

And Also Provided, and this grant is made upon the condition and limitation: that if the said Jerome Shapiro, Herbert L. Shapiro and Muriel S. Powitz, partners trading as SHAPIRO REALTY COMPANY, are not the owners of any of the upland

joining the land under tidewater hereby granted, then, and in that event this conveyance and all the covenants herein on the part of the State shall be void; if the said Jerome Shapiro, Herbert L. Shapiro and Muriel S. Powitz, partners trading as SHAPIRO REALTY CO. are the owners of a part of

upland adjoining the lands under tidewater hereby granted, then this conveyance, and all covenants herein on the part of both parties shall be void as affecting any part or parts of said land under tidewater which shall join lands so owned.

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And Also Provided, that if the exterior line for solid filling (bulk-head line) and the exterior line for piers (pierhead line) or either of said lines, now established, or lines that may be hereafter established by the Department of Conservation and Economic Development, Division of Planning and Development, or other lawful authority, of the State of New Jersey, shall be hereafter changed by the action of the authorities of the United States Government, no claim or claims therefor shall be made against the State of New Jersey by reason of such change.

Together with all and singular the hereditaments and appurtenances thereto belonging.

To have and to hold all and singular the above granted and described lands under water and premises, subject to the terms, conditions and limitations aforesaid, unto the said

Jerome Shapiro, Herbert L. Shapiro and Muriel S. Povitz,
partners trading as SHAPIRO REALTY COMPANY,
their heirs and assigns forever.

In Witness Whereof, the State of New Jersey has caused these presents to be signed by the Governor, the Commissioner of Conservation and Economic Development, and a majority of the Planning and Development Council, and has caused the Great Seal of the State of New Jersey to be hereunto affixed, and has caused these acts to be attested by the Attorney General and the Secretary of State, this sixth day of July

1953.

Alfred E. Driacoll
Alfred E. Driacoll
Commissioner of Conservation and Economic Development

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Members of the Planning and Development Council

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Frank V. London
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Wayne D. Schurkey
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E. H. [unclear]
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Lloyd B. Marshall
Secretary of State
ATTEST:
[Signature]
Theodore D. Parsons
Attorney General

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IN BEHALF OF THE STATE OF NEW JERSEY

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BOOK 1550 PAGE 80

STATE OF NEW JERSEY, }
COUNTY OF MERCER } SS;

Be it Remembered, that on this 27th day of October, Nineteen Hundred and Fifty-three before me, the subscriber, a Notary Public of New Jersey, personally appeared **Lloyd B. Marsh** who being by me duly sworn on his oath, says that he is the Secretary of State of the State of New Jersey, the grantor named in the foregoing instrument; that he well knows the Great Seal of the State of New Jersey; that the seal affixed to said instrument is said seal and was there affixed by him as his act and deed and as the act and deed of the said grantor; that on the date of the execution of the said instrument, **Alfred E. Driscoll** was the Governor of the State of New Jersey, **Wm. C. Cope** was the ^{Acting} Commissioner of Conservation and Economic Development, **Theodore D. Parsons** was the Attorney General, and

R. P. McClave, Francis V. Lowden, Wayne D. McMurray, Maurice Y. Cole, Irving Fitch, E. M. Maddock and Thomas R. Jones,

were members of the Planning and Development Council and constituted a majority thereof that he well knows their signatures; and that the said instrument was signed by the Governor, the Commissioner of Conservation and Economic Development and a majority of the members of the Planning and Development Council, as their act and deed and as the act and deed of the said grantor; that said instrument was attested by the Attorney General and by the subscriber.

Sworn and subscribed :
before me at Trenton :
the date aforesaid :

Lloyd B. Marsh
Lloyd B. Marsh,
Secretary of State

Ernest P. Kerr
Ernest P. Kerr
Notary Public
of the State of New Jersey

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BOOK 1583 PAGE 46

The State of New Jersey
To all to whom these Presents shall come or may concern:
Greeting:

Handwritten signature and initials

Whereas, the State of New Jersey owns the lands under tidal waters hereinafter described:

And Whereas, the Division of Planning and Development in the Department of Conservation and Economic Development, as established by the Laws of 1948 succeeded to the powers and duties of the Division of Conservation in the Department of Conservation:

And Whereas, JEROME SHAPIRO and HERBERT L. SHAPIRO, partners trading as JEROME AND HERBERT L. SHAPIRO, having an office at Bay Avenue, Beach Haven Park, Township of Long Beach, in the County of Ocean and State of New Jersey,

representing themselves to be the owners of the lands fronting on
LITTLE EGG HARBOR BAY

in the Township of Long Beach in the County of Ocean and State of New Jersey, which lie above the high water mark and in front of the lands hereinafter described are situated, have applied to the Department of Conservation and Economic Development, Division of Planning and Development, for a grant of said lands under water and to have it fix the boundaries thereof and determine the price or compensation to be paid therefor and the covenants, conditions and limitations of said grant:

And Whereas, a majority of the members of the Planning and Development Council of the Division of Planning and Development having due regard to the interests of navigation and of the State, have approved the grant of said lands under tidal waters hereinafter described upon the covenants, conditions and limitations herein set forth, and have fixed the sum of

ONE THOUSAND EIGHT HUNDRED EIGHTY-SIX and TWENTY-FIVE HUNDREDTHS (\$1886.25) DOLLARS

as the price or reasonable compensation to be paid to the owners of said lands:

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Now, Therefore, the Council of the Division of Planning and Development, the Governor of the State, the receipt whereof shall be a sufficient receipt to sell and convey, until further order of the Council, the said lands to Jerome Shapiro trading as

and to their heirs, assigns, right, title and interest in the lands now or hereafter bounded by the boundaries of the Township of Long Beach, New Jersey.

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Now, Therefore, the State of New Jersey, acting by and through the Division of Planning and Development in the Department of Conservation and Economic Development, the Governor and the Commissioner of Conservation and Economic Development and a majority of the members of the Planning and Development Council in the Division of Planning and Development approving, in consideration of the premises, the covenants, conditions and limitations herein contained, and of the said sum above set forth duly paid by the grantee to the State, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey, unto the said

Jerome Shapiro and Herbert L. Shapiro, partners trading as JEROME AND HERBERT L. SHAPIRO,

and to their heirs and assigns forever--ALL the right, title and interest of the State of New Jersey in and to the lands now or formerly flowed by tidewater at mean high tide of Little Egg Harbor Bay or its tributaries, lying within the boundaries of the following described tract of land situate in the Township of Long Beach, in the County of Ocean and State of New Jersey.

BEGINNING at a point in the present mean high water line of the easterly shore of Little Egg Harbor Bay, said beginning point being located from the intersection formed by the southeasterly line of Long Beach Boulevard and the northeasterly line of Virginia Avenue, as laid out fifty (50) feet wide, by the following two courses: (A) Northeastwardly along said southeasterly line of Long Beach Boulevard, as laid out one hundred (100) feet wide, a distance of one hundred (100) feet to a point; thence (B) Northwestwardly, at right angles to the preceding course, crossing Long Beach Boulevard and beyond, along the division line between lands of the grantees herein and lands now or formerly of Shapiro Realty Company, a distance of six hundred ninety-seven and no hundredths (697.00) feet to the point of BEGINNING.

THENCE (1) Northwestwardly, along the extension of said division line, a distance of two hundred three and no hundredths (203.00) feet to a point in the Pierhead and Bulkhead Line established herein by the Department of Conservation and Economic Development, Division of Planning and Development;

THENCE (2) Southwestwardly, following said Pierhead and Bulkhead Line, at right angles to the preceding course, a distance of one hundred fifty and no hundredths (150.0) feet to a point or angle therein;

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THENCE (3) Southeastwardly, still following said Bulkhead and Bulkhead Line, at right angles to the preceding course a distance of two hundred three and no hundredths (203.00) feet to a point;

THENCE (4) Northeastwardly, at right angles to the preceding course, parallel with Long Beach Boulevard, a distance of one hundred fifty and no hundredths (150.0) feet to the place of BEGINNING.

ALL as shown on the map hereto annexed and made a part hereof.

This grant is made subject to the limitations that neither the grantee nor their heirs or assigns shall exclude the public from the lands above described nor fill in, erect a pier or pier, or otherwise improve or develop the same, nor appropriate the said lands or waters to their or their own exclusive use, until a permit for shall have been issued to them for that purpose. The grantee shall prepare plans and specifications for any intended improvement, filling or development of the said lands, and submit same to the Department of Conservation and Economic Development, Division of Planning and Development for its approval, as a prerequisite to the issuance of any such permit.

This grant of riparian lands, until such time as the same shall be excluded therefrom by filling or other development of the same as permitted, is made, subject to the natural rights of the public in the waters flowing over the same and to temporarily anchor their boats, and the reservation shall cease as to any lands thus improved and shall be construed to include the right in the public to approach, venture upon, and make use of any such improvement.

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Provided, that the State of New Jersey, by its Department of Conservation and Economic Development, Division of Planning and Development, or any other lawful authority, may, from time to time, change the exterior lines for solid filling and for piers, and fix the same further from the shore than formerly, even though such action may affect the lands hereby granted, whenever the State may deem it necessary in the interest of Navigation so to do; and if such exterior lines shall be placed out further from the shore than formerly, then the party or parties claiming under this instrument may, within such period as may be fixed by the State, either through said Department of Conservation and Economic Development, Division of Planning and Development, or any other lawful authority, have the exclusive right to apply for and receive a lease or grant of the additional land under water lying between the present exterior lines above described and the new exterior line or lines that may hereafter be fixed, upon payment of such additional rental or compensation, and upon such terms as shall be fixed by said Department of Conservation and Economic Development, Division of Planning and Development, or other lawful authority, under any present or future law of this State; such additional land to be used for solid filling or for piers as directed by the said Department of Conservation and Economic Development, Division of Planning and Development, or its successors, or other lawful authority, under any present or future law of this State

And Also Provided, that the State of New Jersey may grant or lease any of the lands of the State lying in front of the exterior line for solid filling or piers mentioned or referred to herein, for the cultivation of oysters or other fish, or for any other purpose, provided that such grant or lease shall not operate to interfere with the reasonable use of and access by water to the lands under water hereby granted, and with the free and uninterrupted navigation between said lands under water and the main channel of the said

LITTLE EGG HARBOR BAY

And Also Provided, and this grant is made upon the condition and limitation: that if the said Jerome Shapiro and Herbert L. Shapiro, partners, trading as JEROME AND HERBERT L. SHAPIRO,

are not the owners of any of the upland adjoining the land under tidewater hereby granted, then, and in that event, this conveyance and all the covenants herein on the part of the State shall be void; if the said Jerome Shapiro and Herbert L. Shapiro, partners trading as JEROME AND HERBERT L. SHAPIRO,

are the owners of a part of the upland adjoining the lands under tidewater hereby granted, then this conveyance, and all covenants herein on the part of both parties shall be valid as affecting any part or parts of said land under tidewater which abuts and joins lands so owned.

BOOK 1563 PAGE 50

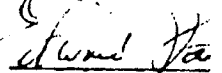
And Also Provided, that if the exterior line for solid filling (the head line) and the exterior line for piers (pierhead line) or either of the lines, now established, or lines that may be hereafter established by the Department of Conservation and Economic Development, Division of Planning and Development, or other lawful authority, of the State of New Jersey, shall be hereafter changed by the action of the authorities of the United States Government, no claim or claims therefor shall be made against the State of New Jersey by reason of such change.

Together with all and singular the hereditaments and appurtenances thereunto belonging.

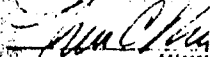
To have and to hold all and singular the above granted and described lands under water and premises, subject to the terms, conditions and limitations aforesaid, unto the said Jerome Shapiro and Herbert L. Shapiro, partners trading as JEROME AND HERBERT L. SHAPIRO

their heirs and assigns forever.

ATTEST:



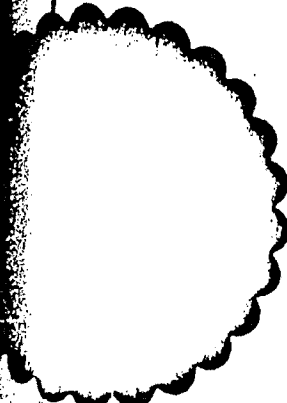
EDWARD J. PATTEN
ATTEST:



GROVER C. RICHMAN,

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In Witness Whereof, the State of New Jersey has caused these presents to be signed by the Governor, the Commissioner of Conservation and Economic Development, and a majority of the Planning and Development Council, and has caused the Great Seal of the State of New Jersey to be hereunto affixed, and has caused these acts to be attested by the Attorney General and the Secretary of State, this fourteenth day of May, 1954.



ROBERT R. MEYNER Governor

CHARLES R. ERDMAN, JR. Commissioner of Conservation and Economic Development

Members of the Planning and Development Council:

John C. Conrath, Jr.

R. P. McClave

Wayne D. McMurray

B. L. Seabrook

Grady F. Russell

E. N. Maddock

Thomas R. Jones

ATTEST:

Edward J. Patten

EDWARD J. PATTEN of State

ATTEST:

Grover C. Richman, Jr.

GROVER C. RICHMAN, JR.

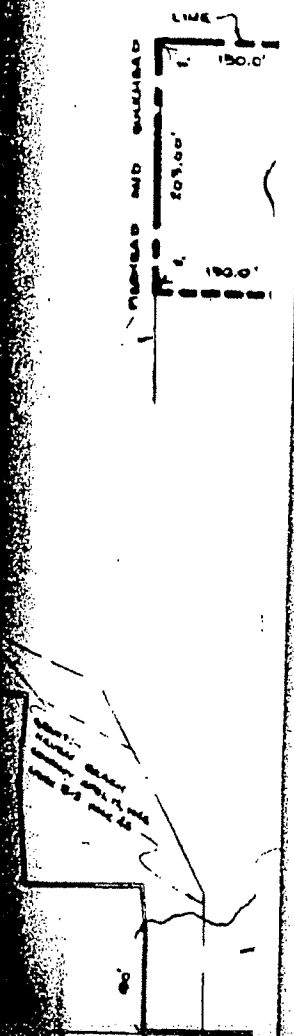
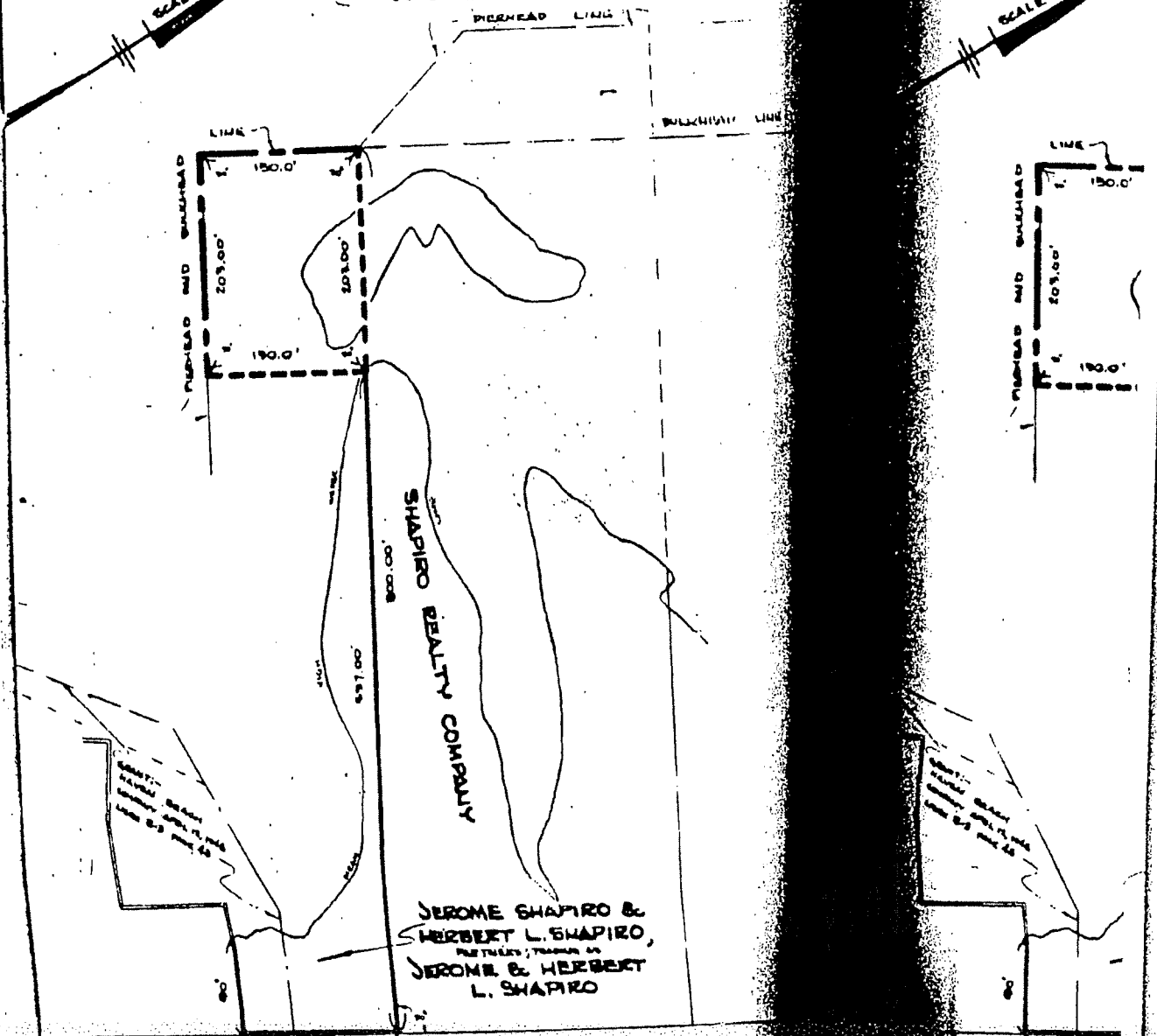
LITTLE EGG
HARBOR BAY

*810

1563

SCALE - 1" = 100'

SCALE - 1" = 100'



LONG BEACH BOULEVARD (100' WIDE) BEACH

VIRGINIA AVE. (50' WIDE)

VIRGINIA AVE. (50' WIDE)

STATE OF NEW YORK
DEPARTMENT OF
AND ECONOMIC
DIVISION OF PLANNING

MAP SHOWING
LANDS UNDER TIDE
IN THE TOWNSHIP
IN THE COUNTY
GRANTED
JEROME SHAPIRO & HERBERT L. SHAPIRO
MAY 14, 1953

COMPUTED & DRAWN BY A. SLOPPA, N.Y. ENGR. LIC. NO. 200
CHECKED AND APPROVED BY [Signature] N.Y. ENGR. LIC. NO. 200

N.Y. ENGR. LIC. NO. 17

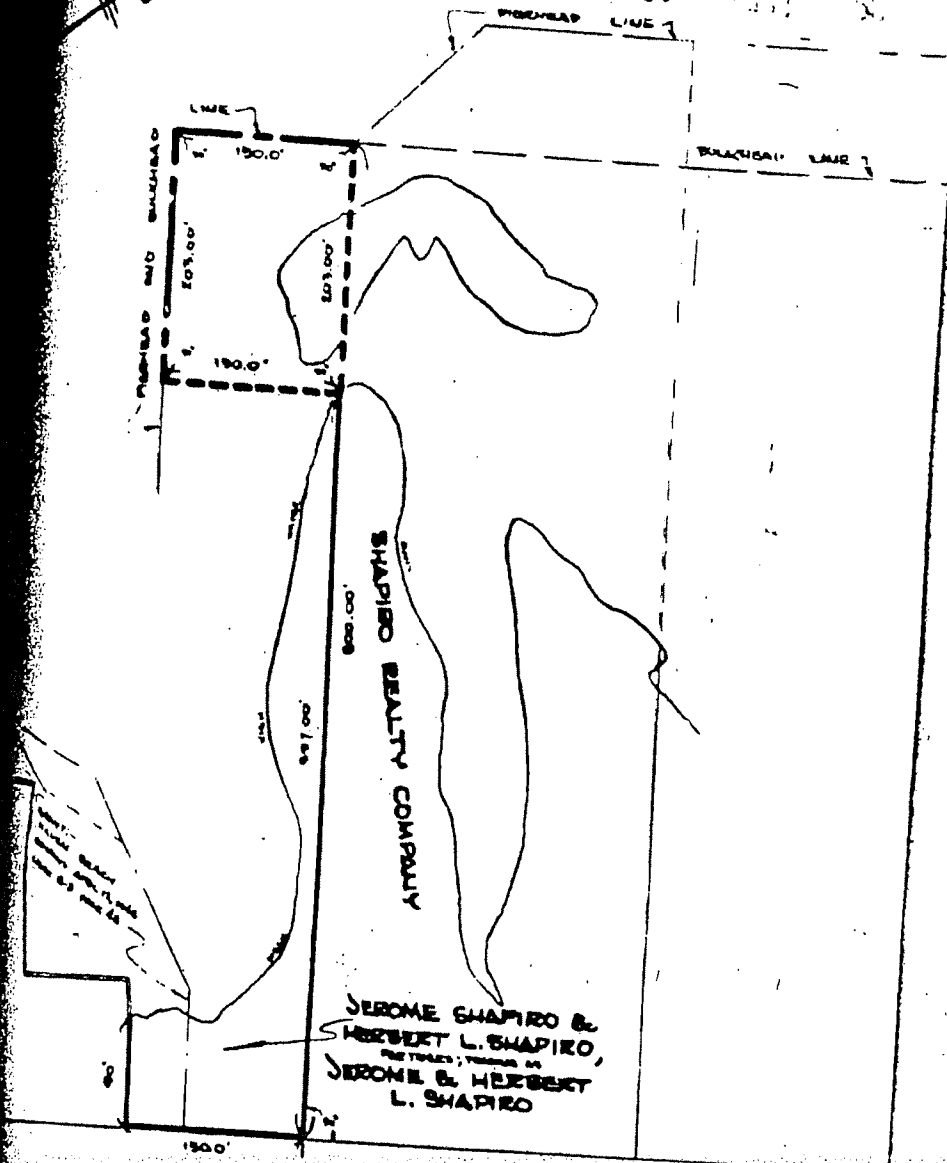
COMPUTED & DRAWN BY A. SLOPPA, N.Y. ENGR. LIC. NO. 200
CHECKED AND APPROVED BY [Signature] N.Y. ENGR. LIC. NO. 200

*81
563

LITTLE EGG HARBOR BAY

*8164-C

SCALE - 1" = 100'



JEROME SHAPIRO &
HERBERT L. SHAPIRO,
PARTNERS, TRUSTEES AS
JEROME & HERBERT
L. SHAPIRO

LONG BEACH BOULEVARD
(100' WIDE)

VIRGINIA AVE.
(100' WIDE)

STATE OF NEW JERSEY
DEPARTMENT OF CONSERVATION
AND ECONOMIC DEVELOPMENT
DIVISION OF PLANNING AND DEVELOPMENT

MAP SHOWING
LANDS UNDER TIDE-WATER SITUATE
IN THE TOWNSHIP OF LONG BEACH
IN THE COUNTY OF OCEAN
GRANTED
TO
JEROME SHAPIRO & HERBERT L. SHAPIRO
PARTNERS, TRUSTEES AS
JEROME & HERBERT L. SHAPIRO
MAY 14, 1954

[Signature]
N. J. ENGINE LIC. NO. 117

BY *[Signature]* N. J. ENGINE LIC. NO. 2568
N. J. ENGINE LIC. NO. 1568

N. J. ENGINE LIC. NO. 117 - Civil Engineering Section

1846 64

STATE OF NEW JERSEY, }
COUNTY OF MERCER } SS;

Be it Remembered, that on this *11th* day of *April* **FOUR** *1951* Nineteen Hundred and Fifty- Four before me, the subscriber, a Notary Public of New Jersey, personally appeared **EDWARD J. PATTEN** who being by me duly sworn on his oath, says that he is the Secretary of State of the State of New Jersey; that he well knows the Grantor of the said instrument; that the seal affixed to said instrument is said seal and was affixed by him as his act and deed and as the act and deed of the said grantor; that on the day of the execution of the said instrument, **ROBERT B. MEYNER** was the Governor of the State of New Jersey, **CHARLES R. ERDMAN, JR.** was the Commissioner of Conservation and Economic Development, **GROVER C. RICHMAN, JR.** was the Attorney General, and **John C. Conklin, Jr.**, **R. P. McClave**, **Wayne D. McMurray**, **B.L. Seabrook**, **Grace F. Russett**, **E. M. Maddock**, **Thomas R. Jones**,

were members of the Planning and Development Council and constituted a majority thereof; that the said instrument was signed by the Governor, the Commissioner of Conservation and Economic Development and a majority of the members of the Planning and Development Council, as their act and deed and as the act and deed of the said grantor; that said instrument was attested by the Attorney General and by the subscribers

Sworn and subscribed :
before me at Trenton :
the date aforesaid :

Edward J. Patten
Edward J. Patten
Secretary of State

[Handwritten signature]

161-N. J. DEED Bargain and Sale
(Without Cov. Against Grantor)
(From Indiv. to Indiv. or Corp.)

This Indenture,

in the year of our Lord One Thousand
Between **Jerome Shapiro**
Partners trad:

of the Township
Ocean

party of the first part, hereinafter
And **Willard V. Hook**

of the city
Union

party of the second part, hereinafter
Witnesseth, That the said (\$1.00) and other good and

lawful money of the United States
Grantee at or before the sealing
acknowledged, and the said Grantee
granted, bargained, sold, aliened,
does give, grant, bargain, sell, a

tract or parcel of land situate
being in the Township
in the County of Ocean

BEGINNING at a point
being distant ninety (90) feet
and Long Beach Boulevard, to
Boulevard eighty (80) feet
Texas Avenue sixty-five (65)
with Long Beach Boulevard
of Texas Avenue thence (4) feet
sixty-five (65) feet to the

KNOWN as Lots Nine (9),
feet of Lot Twelve (12) in E
Beach Haven Park by the west
the Ocean County Clerk's Office

BEING a portion of the
Herbert L. Shapiro and Marie
Company by Jerome Shapiro, a
December 20, 1951 in the Ocean
page 356.

EXCEPTION 15

BOOK 1801

The State of New Jersey:

To all to whom these Presents shall come or may concern,

Greeting:

Whereas, the State of New Jersey owns the lands under tidewater hereinafter described:

And Whereas, the Division of Planning and Development in the Department of Conservation and Economic Development, as established by Chapter 448 Laws of 1948 succeeded to the powers and duties of the Division of Navigation in the Department of Conservation:

And Whereas, Herbert L. Shapiro, residing at Bay and Muriel Avenues, Beach Haven Park, Township of Long Beach, County of Ocean and State of New Jersey

representing himself to be the owner of the lands fronting on

Little Egg Harbor Bay
in the Township of Long Beach

in the County of Ocean and State of New Jersey, which lie above the high water mark and in front of which lands hereinafter described are situate, has applied to the Department of Conservation and Economic Development, Division of Planning and Development for a confirmatory grant of said lands under water and to have it fix the boundaries thereof and determine the price or compensation to be paid therefor, and the covenants, conditions and limitations of said confirmatory grant:

And Whereas, a majority of the members of the Planning and Development Council of the Division of Planning and Development having due regard to the interests of navigation and of the State, have approved the confirmatory grant of the lands under tidewater hereinafter described upon the covenants, conditions and limitations herein set forth, and have fixed the sum of

FIFTY AND NO HUNDRETHS (\$50.00) DOLLARS

as the price or reasonable compensation to be paid to the State for said lands:

Now, Therefore, in testimony whereof, I, Governor and the Commissioners of the members of the Planning and Development approving, in witness whereof, I have hereunto set my hand and the receipt whereof I have caused to be written unto the said Herbert L.

and to his heirs and assigns forever, the land now or formerly flanking the beach in the County of Ocean as follows:

BEGINNING at a point on the easterly shore of Little Egg Harbor Bay, the northeasterly line of V. L. Shapiro produced northwestwardly (100) feet wide, said easterly line of the grant company by instrument dated

THENCE (1) North along the northeasterly line of V. L. Shapiro less to an angle point, (120) feet as measured along a course of N. 75° W. with and at right angle

THENCE (2) North along the northerly line of the aforesaid V. L. Shapiro nineteen hundredths (12) feet as measured along a course of N. 75° W. in the grant made by instrument dated April 1948

THENCE (3) South along the southerly line of V. L. Shapiro one hundred thirty-five (135) feet as measured along a course of N. 75° W. in the present mean high water line of Little Egg Harbor Bay;

THENCE (4) South along the southerly line of V. L. Shapiro a course and fifty (50) feet as measured along a course of N. 75° W. eight (8) feet more or less as measured along the aforesaid grant;

THENCE (5) In a general course along the water line of the grant company by instrument dated

ALL as shown on the

II,

Now, Therefore, the State of New Jersey, acting by and through the Division of Planning and Development in the Department of Conservation and Economic Development, the Governor and the Commissioner of Conservation and Economic Development and a majority of the members of the Planning and Development Council in the Division of Planning and Development approving, in consideration of the premises, the covenants, conditions and limitations herein contained, and of the said sum above set forth duly paid by the grantee to the State, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey, unto the said Herbert L. Shapiro

and to his heirs and assigns forever—ALL that tract of land now or formerly flowed by tidewater, situate in the Township of Long Beach in the County of Ocean and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the former mean high water line of the southeasterly shore of Little Egg Harbor Bay where the same is intersected by the northeasterly line of Virginia Avenue as laid out fifty (50) feet wide if produced northwestwardly across Long Beach Boulevard as laid out one hundred (100) feet wide, said extended line of Virginia Avenue also being the northeasterly line of the grant made by the State of New Jersey to Haven Beach Company by instrument dated April 12, 1948;

THENCE (1) North 49 degrees, 08 minutes West in line with the extended northeasterly line of Virginia Avenue a distance of fifty (50) feet more or less to an angle point, said angle point being distant one hundred twenty (120) feet as measured along the extended northeasterly line of Virginia Avenue on a course of North 49 degrees, 08 minutes West from its intersection with and at right angles to the northwesterly line of Long Beach Boulevard;

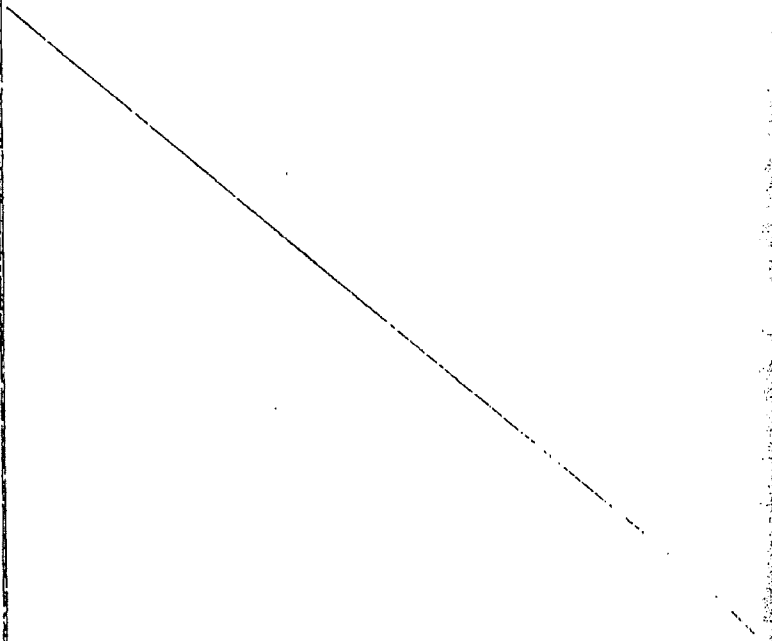
THENCE (2) North 79 degrees, 53 minutes, 46 seconds West following said northerly line of the aforesaid grant, a distance of one hundred twenty-two and nineteen hundredths (122.19) feet to a point in the Bulkhead Line as established in the grant made by the State of New Jersey to Haven Beach Company by instrument dated April 12, 1948;

THENCE (3) South 54 degrees, 25 minutes, 33 seconds East, a distance of one hundred thirty-five and fifty-seven hundredths (135.57) feet to a point in the present mean high water line of the southeasterly shore of Little Egg Harbor Bay;

THENCE (4) South 49 degrees, 08 minutes East parallel with the first course and fifty (50) feet at right angles thereto, a distance of thirty-eight (38) feet more or less to a point in the former mean high water line of the aforesaid grant;

THENCE (5) In a general northerly direction following said former high water line of the grant made by the State of New Jersey to Haven Beach Company by instrument dated April 12, 1948 to the point and place of beginning.

ALL as shown on the map hereto annexed and made part hereof.



This grant is made with the understanding that the lands herein described and conveyed shall not be used for the purpose of ingress or egress to a lagoon or bayou lying inshore of the aforesaid granted lands until such permission is authorized, and upon payment of such additional compensation and upon such terms as shall be fixed by said Department of Conservation and Economic Development, Department of Planning and Development, or its successors.

This grant is made subject to the limitations that neither the grantee herein nor his heirs or assigns shall exclude the tidewaters from the lands above described nor fill in, erect a pier or piers or otherwise improve or develop the same, nor appropriate the said lands under water to his or their own exclusive use, until a permit therefor shall have been issued to them for that purpose. The grantee shall prepare plans and specifications for any intended improvement, filling in, or development of the said lands, and submit same to the Department of Conservation and Economic Development, Division of Planning and Development for its approval, as a prerequisite to the issuance of any such permit.

This grant of riparian lands, until such time as the tidewaters shall be excluded therefrom by filling or other development of the same as herein permitted, is made subject to the natural rights of the public to the use of the waters flowing over the same and to temporarily anchor thereon. This reservation shall cease as to any lands thus improved and shall not be construed to include the right in the public to approach, venture upon, or to make use of any such improvement.

Provided, opment, Division of Plan the exterior lines for such action may affect it Navigation so to do; and the party or parties claim through said Department or any other lawful authority land under water lying be may hereafter be fixed, up fixed by said Department or other lawful authority, filling or for piers as direct Planning and Development State.

And Also } State lying in front of the of oysters or other fish, or with the reasonable use of uninterrupted navigation b

Li

And Also } Herbert L. Shapi

under tidewater hereby gran of the State shall be void; Herbert L. Shapi

adjoining the lands under i both parties shall be valid a so owned.

1801

Provided, that the State of New Jersey, by its Department of Conservation and Economic Development, Division of Planning and Development, or any other lawful authority, may, from time to time, change the exterior lines for solid filling and for piers, and fix the same further from the shore than formerly, even though such action may affect the lands hereby granted, whenever the State may deem it necessary in the interest of Navigation so to do; and if such exterior lines shall be placed out further from the shore than formerly, then the party or parties claiming under this instrument may, within such period as may be fixed by the State, either through said Department of Conservation and Economic Development, Division of Planning and Development, or any other lawful authority, have the exclusive right to apply for and receive a lease or grant of the additional land under water lying between the present exterior lines above described and the new exterior line or lines that may hereafter be fixed, upon payment of such additional rental or compensation, and upon such terms as shall be fixed by said Department of Conservation and Economic Development, Division of Planning and Development, or any other lawful authority, under any present or future law of this State; such additional land to be used for solid filling or for piers as directed by the said Department of Conservation and Economic Development, Division of Planning and Development, or its successors, or other lawful authority, under any present or future law of this State.

And Also Provided, that the State of New Jersey may grant or lease any of the lands of the State lying in front of the exterior line for solid filling or piers mentioned or referred to herein, for the cultivation of oysters or other fish, or for any other purpose, provided that such grant or lease shall not operate to interfere with the reasonable use of and access by water to the lands under water hereby granted, and with the free and uninterrupted navigation between said lands under water and the main channel of the said

Little Egg Harbor Bay

And Also Provided, and this grant is made upon the condition and limitation: that if the said
Herbert L. Shapiro

is not the owner of any of the upland adjoining the land under tidewater hereby granted, then, and in that event, this conveyance and all the covenants herein on the part of the State shall be void; if the said
Herbert L. Shapiro

is the owner of a part of the upland adjoining the lands under tidewater hereby granted, then this conveyance, and all covenants herein on the part of both parties shall be valid as affecting any part or parts of said land under tidewater which abuts and joins lands so owned.

And Also Provided, that if the exterior line for solid filling (bulkhead line) and exterior line for piers (pierhead line) or either of said lines, now established, or lines that be hereafter established by the Department of Conservation and Economic Development, Division of Planning and Development, or other lawful authority, of the State of New Jersey, hereafter changed by the action of the authorities of the United States Government, no claims therefor shall be made against the State of New Jersey by reason of such change.

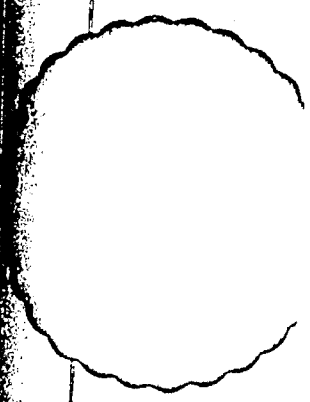
Together with all and singular the hereditaments and appurtenances thereto in anywise

To have and to hold all and singular the above granted and described lands with the water and premises, subject to the terms, conditions and limitations aforesaid unto the said

Herbert L. Shapiro

his heirs

and assigns forever.



ATTEST:

Edward J. Patten
Edward J. Patten, Secretary

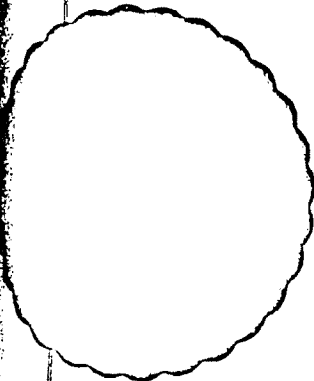
ATTEST:

Attorney
Grover C. Richman, Jr.

APPROVED AS TO
FORM AND EXECUTION
Sidney Kaplan
SIDNEY KAPLAN, DEP. ATT.

1861-1

In Witness Whereof, the State of New Jersey has caused these presents to be signed by the Governor, the Commissioner of Conservation and Economic Development, and a majority of the Planning and Development Council, and has caused the Great Seal of the State of New Jersey to be hereunto affixed, and has caused these acts to be attested by the Attorney General and the Secretary of State, this 18th day of February 1957.



Robert E. Meyner Governor

Joseph E. McLean Commissioner of Conservation and Economic Development

Members of the Planning and Development Council:

Eugene L. Lora

Edward R. Ross

B. L. Seabrook

Thomas R. Jones

Wm. A. Haffert, Jr.

Rayne D. McMurray

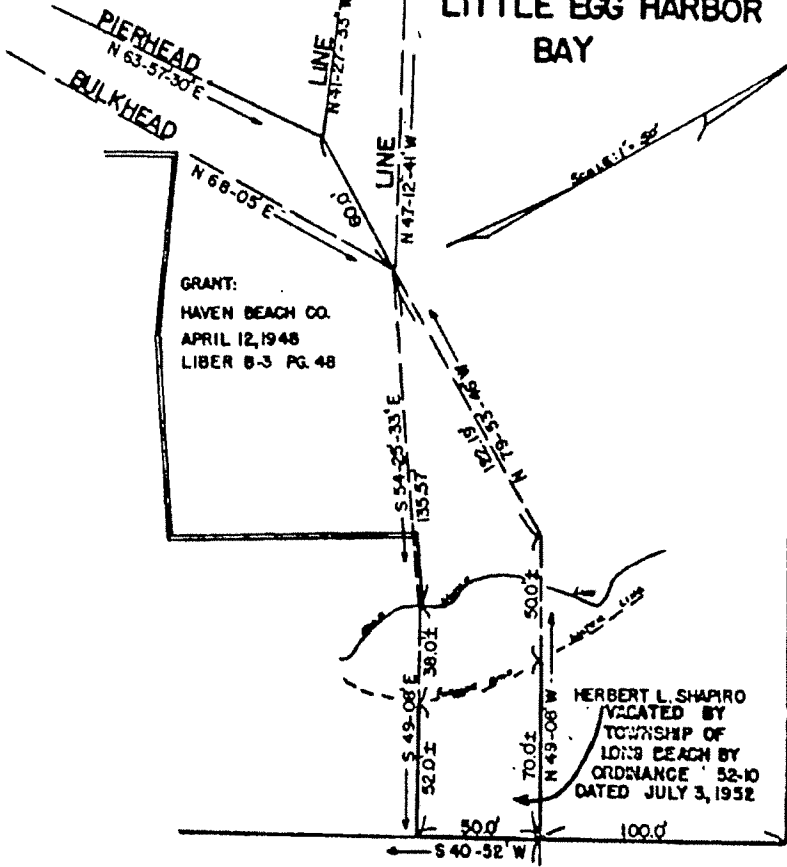
Charles W. Engelhard, Jr.

ATTEST: Edward J. Patten Secretary of State

ATTEST: Grover C. Richmond, Jr. Attorney General

APPROVED AS TO FORM AND EXECUTION SIDNEY KAPLAN, DEP. ATT. GEN.

LITTLE EGG HARBOR BAY



STATE OF NEW JER
COUNTY OF MERCER

Be it Remembered,

nineteen hundred and fifty- Se
of New Jersey, personally appear
who being by me duly sworn an
New Jersey, the grantor named s
of the State of New Jersey; that
affixed by him as his act and dec
of the execution of the said instru
was the Governor of the State of N
was the Commissioner of Conserva
Grover C. Fishman, Jr. in
Eugene L. Lora, Edward
Thomas R. Jones, Wm. A.
Charles W. Engelhard, Jr.

were members of the Planning and
he well knows their signatures; a
Commissioner of Conservation and
Planning and Development Council
grantor; that said instrument was all

Sworn and subscribed :
before me at Trenton :
the date aforesaid :

Robert M. Falvey
ROBERT M. FALVEY
NOTARY PUBLIC IN N.J.
My Comm. Expires 1-1-1954

STATE OF NEW JERSEY
DEPARTMENT OF CONSERVATION
AND ECONOMIC DEVELOPMENT
DIVISION OF PLANNING AND DEVELOPMENT

MAP SHOWING
LANDS UNDER TIDE-WATER
IN THE TOWNSHIP OF LONG BEACH
IN THE COUNTY OF OCEAN COUNTY
GRANTED TO
HERBERT L. SHAPIRO
FEBRUARY 10, 1952

[Signature]
N. J. ENGR. LIC. NO. 117 - CMB

COMPUTED & DRAWN BY _____
CHECKED AND APPROVED BY _____

BOOK 1861 ... 31

STATE OF NEW JERSEY, }
COUNTY OF MERCER } SS;

Be it Remembered, that on this 18th day of February
nineteen hundred and fifty-seven before me, the subscriber, a Notary Public
of New Jersey, personally appeared Edward J. Patten
who being by me duly sworn on his oath, says that he is the Secretary of State of the State of
New Jersey, the grantor named in the foregoing instrument; that he well knows the Great Seal
of the State of New Jersey; that the seal affixed to said instrument is said seal and was thereto
affixed by him as his act and deed and as the act and deed of the said grantor; that on the date
of the execution of the said instrument, Robert F. Veyner
was the Governor of the State of New Jersey, Joseph H. McLean
was the Commissioner of Conservation and Economic Development,
Grever C. Richman, Jr. was the Attorney General, and
Eugene L. Lora, Edward C. Rose, B. L. Seabrook, ~~R. F. McClave,~~
Thomas R. Jones, Wm. A. Haffert, Jr., and Wayne D. McMurray, and
Charles W. Engelhard, Jr.

were members of the Planning and Development Council and constituted a majority thereof that
he well knows their signatures; and that the said instrument was signed by the Governor, the
Commissioner of Conservation and Economic Development and a majority of the members of the
Planning and Development Council, as their act and deed and as the act and deed of the said
grantor; that said instrument was attested by the Attorney General and by the subscriber.

Sworn and subscribed :
before me at Trenton :
the date aforesaid :

Robert M. Foley

Edward J. Patten
Edward J. Patten
Secretary of State

NOTARY PUBLIC
NEW JERSEY

1801

1801

STATE OF NEW JERSEY
DEPARTMENT OF CONSERVATION
AND ECONOMIC DEVELOPMENT

DIVISION OF PLANNING
AND DEVELOPMENT

Recorded in Liber 2-3
Folio 275 etc.

THE STATE OF NEW JERSEY
TO

HERBERT L. SHAPIRO

Grant

February 18, 1957

Dated

THIS COUPON SHOULD BE RETURNED TO THE OFFICE OF THE CLERK OF SUPERIOR COURT AT TRENTON, NEW JERSEY.

N.J. Records Dept.
Division of Public

This Indr

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And
as JAROLE

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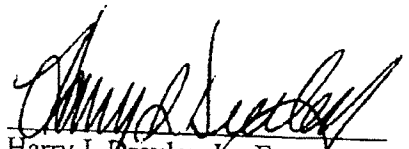
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Ocean Cou
Engineers

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in Book J

SUBJECT:
\$7,000.00
Morey, h:
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1955 in

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OR BK 10874 PG 1722
RECORDED 06/11/2002 02:32 PM
M. DEAN HAINES COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

Prepared by: 
Harry J. Drexler, Jr., Esq.

MASTER DEED

THE BOATSLIP CONDOMINIUM

This Master Deed is made the 4 day of JUNE, 2002 in accordance with the provisions of N.J.S.A. 46:8B-1 through 38, by Monica P. Moeller, hereinafter referred to as the Grantor.

WHEREAS, Grantor is the owner of the fee simple title, including a riparian grant from the State of New Jersey, to those lands and premises described in Exhibit "A", attached hereto and made a part hereof, which lands, premises and riparian grant are hereinafter collectively referred to as the "Property"; and

WHEREAS, Grantor intends to construct or has constructed condominium marina slip units, hereinafter referred to as "Units" as shown on Exhibit "B"; and

WHEREAS, it is the intention of the Grantor to establish the form of ownership of the Property as a condominium pursuant to the provisions of the New Jersey Condominium Act N.J.S.A. 46:8B-1 et seq. (the "Condominium Act"); and

1. ESTABLISHMENT OF CONDOMINIUM: The Grantor does hereby submit, declare and establish The Boatslip Condominium in accordance with the Condominium Act, N.J.S.A. 46:8B-1 et seq., for and on the Property.
2. DEFINITIONS: For the purpose of this Master Deed, the following terms shall have the following meanings unless the context in which the same is utilized clearly indicates otherwise:
 - (a) "Association" shall mean The Boatslip Condominium Association, established for the administration, operation and management of the Condominium, and the improvements intended for the common use and enjoyment of the owners of the Units.
 - (b) "Board" shall mean the Board of Trustees of the Association.
 - (c) "Boat" shall mean any and all manner of watergoing ship, vessel or craft, whether mechanically powered, manually powered or powered by sail, which is registered under the licensing laws of the State of New Jersey (but not licensed for carrying cargo or passengers for hire) and operated by its owners on a non-profit, non-commercial basis, or other boats for which the Association has given prior written approval. The term "Boat" shall include all bowsprits, davits, platforms, booms and other appendages extending beyond the bow, sides or stern of the "Boat"

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can

- (d) "Bulkhead" shall mean the bulkhead in the Marina which may form a side of the enclosure of (but which is not part of) a Unit.
- (e) "By-Laws" shall mean the By-Laws of The Boatslip Condominium Association, attached hereto as exhibit "C"
- (f) "Common Elements" shall have the same meaning as "common elements" pursuant to the Condominium Act, N.J.S.A. 46:8B-3(d), as further set forth in the provisions of this Master Deed.
- (g) "Common Expenses" shall, subject to the provisions of this Master Deed, mean all those expenses defined by the Condominium Act, N.J.S.A. 46:8b-3(e), in addition to all expenses incurred by the Association.
- (h) "Condominium" shall mean:
- (i) All the lands and Riparian Grant area comprising the property;
 - (ii) All improvements now or hereinafter constructed in, upon, over or through the Property, whether shown on Exhibit "B" hereto; and
 - (iii) All rights, waters, privileges and appurtenances thereto belonging or appertaining to the Property.
- (i) "Condominium Documents" shall mean this Master Deed, the By-Laws as such now exist or as the same may be amended from time to time.
- (j) "Dock" shall mean those portions of the dockage system designated as such on Exhibit "B" which may form a side enclosure of (but not a part of) a Unit.
- (k) "Emergency Assessments" shall mean those assessments imposed upon the Unit Owners as described in Paragraph 7(a) of this Master Deed.
- (l) "Grantor's Lender" shall mean the Institutional Lender which is the record owner of a mortgage loan which encumbers any Unit.
- (m) "Institutional Lender" shall mean the Grantor, any bank, mortgage banker, savings and loan association or other financial institution or pension fund, which is the record owner of any mortgage loan which encumbers any Unit.
- (n) "Limited Common Elements" shall mean those parts of the water area, Dock, pilings, power posts serving the Units, and cleats which are for the use of one unit to the exclusion of the other Unit.

- (o) "Marina" shall mean the entire area known as The Boatslip Condominium as described legally in Exhibit "A" and all improvements now or hereafter constructed in, upon over or through the property.
- (p) "Master Deed" shall mean this instrument together with all existing and future amendments or supplements hereto.
- (q) "Owner or Unit Owner" shall mean and refer to those persons or entities in whom or in which fee simple title to any Unit is vested as shown in the records of the Ocean County Clerk, but shall not refer to any Institutional Lender unless and until such mortgagee has acquired title to such Unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Owner" refer to any kin of an owner.
- (r) "Riparian Grant" shall mean that portion of a grant of riparian lands established by a conveyance from the State of New Jersey to Herbert L. Shapiro and recorded with the clerk of Ocean County in Deed Book 1826, Page 358.
- (s) "Special Assessment" shall mean those assessments imposed upon the Unit Owners as described in Paragraph 7(a) of this Master Deed.
- (t) "Unit" shall mean that part of the Condominium designated and intended for independent and exclusive use as a boat dock/slip by a designated Unit Owner, and shall be deemed to include a proportionate undivided interest in the Common Elements and in any Limited Common Elements appurtenant thereto as shown on Exhibit "B" as more specifically described in this Master Deed.

All definitions set forth in the Condominium Act, N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions set forth above shall be used in conjunction therewith.

3. GENERAL DESCRIPTION OF CONDOMINIUM: The Condominium will be comprised of the Units, Common Elements and Limited Common Elements which are on the Property as described in Exhibit "A", and as further shown on Exhibit "B".
4. DESCRIPTION OF UNITS: The dimensions of the Units within the Condominium are shown graphically and described on Exhibit "B". The location and description of the Bulkheads, Dock and Finger Dock within the Condominium which serve as the Unit boundaries are shown graphically and described on Exhibit "B". Each Unit is intended to contain all space within the vertical planes intersecting its horizontal boundary lines as depicted on Exhibit "B" at sea level, extending from the center of the earth to the heavens. Each Unit also consists of a portion of the Riparian Rights described in this Master Deed, as such are located within its boundaries, as same may be prescribed and limited by the Riparian Grant.

5. DESCRIPTION OF THE COMMON ELEMENTS:

(a) All appurtenances and other items which are not part of the Units hereinabove described including the areas within the riparian grant which are not part of the Units, shall comprise the Common Elements as graphically shown on Exhibit "B". The Common Elements shall include, by way of description but not by way of limitation: the Bulkheads, Walkways, and Dock, and all improvements to the Property.

(b) The Limited Common Elements shall include those parts of the Dock, pilings, power posts serving the Units, cleats and any other parts of the Common Elements which are for the use of one Unit to the exclusion of the other Unit.

6. INTEREST IN COMMON ELEMENTS: COMMON EXPENSES AND COMMON SURPLUS; VOTING

(a) The undivided percentage interest of ownership in the Common Elements and liability for Common Expenses for each Unit is as follows:

Unit A - 50%

Unit B - 50%

(b) Each unit owner shall share in the common surplus and expenses, as hereinafter defined, and in the total voting power of the association of owners, in accordance with such unit owner's interest in the common elements as set forth above

(c) For purposes of this Master Deed, "Common Surplus" means the excess of all receipts over all disbursements of the association owners.

(d) For purposes of this Master Deed, "Common Expenses" means expenses for which unit owners shall be proportionately liable including (1) all expenses of administration, maintenance, repair and replacement of the common elements; (2) expenses agreed upon as common expenses by all unit owners; and (3) expenses declared common expenses by or pursuant to the provisions of the Condominium Act, this Master Deed, or the By-Laws annexed hereto as Exhibit 2.

7. ASSESSMENTS:

(a) The Board may levy in any year, a Special Assessment or Emergency Assessment, for the purpose of defraying, in whole or in part, the cost of any unforeseen operating expenses, or unexpected repair or replacement upon or to the Common Elements.

(b) Every Unit Owner, by acceptance of a deed or other conveyance of a Unit, whether or not it should be so expressed in any such deed or other such conveyance, shall be deemed to covenant and agree to pay to the Association his share of such sums, based on his undivided percentage interest in the Common Elements by way of annual

Common Expense, Special or Emergency Assessments, as are herein or in the By-Laws of the Association more particularly described.

(c) If, due to the negligent act or negligent omission to act or willful act of a Unit Owner, a member of his family, or guest or an invitee of a Unit Owner or user (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements, Limited Common Elements, or to a the other Unit, then such Unit Owner shall pay for such damage and be liable for any damages, liability, cost and expense, including attorney's fees, caused by or arising out of such circumstances.

(d) No Unit Owner may waive or otherwise avoid liability for Common Expense, Special or Emergency Assessments by non-use of the Unit, the Common Elements or Limited Common Elements. Each such Assessment shall be a continuing lien upon the Unit against which it was made, in accordance with the Condominium Act, until paid, and shall also be the obligation of the Owner of such Unit at the time when the Assessment fell due, together with all interest and late charges thereon and cost of collection thereof (including all reasonable attorney's fees). Any lien hereunder shall be subordinate to municipal taxes and any mortgage lien encumbering a Unit held by an Institutional Lender.

8. ADMINISTRATION; CHANGES IN DOCUMENTS:

(a) The administration of the Common Elements of the Condominium shall be by the Association in accordance with the provisions of the Condominium Documents and the Condominium Act, and any amendments or supplements to the foregoing adopted in accordance with the terms thereof or required by any regulatory governmental agency.

(b) Upon acceptance of the deed to a Unit, each Unit Owner shall automatically become a member of the Association and shall be a member so long as legal title is held to the Unit, subject to all the provisions of the Condominium Documents and the Condominium Act.

(c) This Master Deed may be amended or supplemented by the affirmative vote of those unit owners entitled to exercise a majority of the total voting power of the association, cast in person or by proxy at a meeting duly called and held in accordance with the By-Laws annexed hereto as Exhibit 2. No such amendment shall be effective until recorded in the Office of the Ocean County Clerk, Toms River, New Jersey.

9. RESTRICTIONS: The following restrictions are for the benefit of the entire Condominium. The restrictions in subparagraphs a, b, c, e, f, g, h, i, j, & k shall not be modified, changed or altered without the prior written consent of the New Jersey Department of Environmental Protection or other applicable governmental agency. No restrictions may be modified, changed or altered unless in accordance with Article 18 hereof.

- (a) The Condominium Property shall remain a water-dependent use in perpetuity.
 - (b) Boats may not discharge household sewage, trash, petroleum products or other waste overboard into the Marina area, bay or sea. All portable toilets and holding tanks are to be emptied at approved pumping stations only.
 - (c) No Unit may be leased or permitted to be used by any person other than the Unit Owner.
 - (d) Ownership of any unit in this Condominium shall be restricted to owners of property in Hideaway Bay. In the event a Unit Owner no longer owns property, his Unit is to be sold to an owner of property in Hideaway Bay.
 - (e) Nothing shall be done in any Unit, or on the Common Elements or Limited Common Elements, which will impair the structural integrity of the Condominium improvements or cause any damage to other boats.
 - (f) Each Unit is restricted to marine mooring occupancy for a single non-commercial boat or other boat for which the Association has given its prior written approval. All Boats shall be operational, and capable of navigation. All boats shall be operated, equipped and used legally pursuant to all applicable federal, state and township laws.
 - (g) Unit Owners shall moor their Boats within the legal boundaries of the Unit and Boats shall not be permitted to overhang or extend beyond the boundaries of the Unit shown graphically on Exhibit "B".
 - (h) All Boats shall be equipped with safety equipment required by the Coast Guard, federal, state and local laws or regulations and shall comply with all licensing and registration requirements.
 - (i) Every Boat in every Unit shall be maintained in a good state of preservation, seaworthiness and cleanliness.
 - (j) Boat owners and users are responsible for the secure mooring of the Boat. All Boats must be moored with a minimum of 4 lines.
 - (k) In the event of storms, owners of Boats moored shall be responsible for securing their Boat appropriately.
10. RIGHT OF ACCESS: Each Unit Owner shall grant a right of access to his Unit and any Boat moored at his Unit to the Association, its employees and agents, for the purpose of making inspections and repairs to any condition originating in his Unit or Boat located in his Unit and affecting the other Unit, Common Element or Boat, or of performing necessary installation, alterations or repairs to the Condominium. Any such access or

entry shall be done by request at reasonable times. In the case of an emergency, such right of entry shall be immediate.

11. **TERMINATION OF CONDOMINIUM:** The Condominium may be terminated only by a Deed of Revocation executed by the Owners of both Units.
12. **INSURANCE:**
 - (a) The Association shall obtain a master policy of liability insurance against claims for bodily injury, death or property damage.
 - (b) The premium for the insurance policy purchased by the Association shall be paid by it and charged to the individual Unit Owners based on their percentage interest in the common elements.
 - (c) An individual Unit Owner's policy shall be obtained at the Unit Owner's sole expense covering his personal property in the Unit, including his Boat docked in the Unit, and for his personal liability, and a Certificate shall be provided to the Association naming the Association as an additional insured.
13. **DAMAGE OR DESTRUCTION:** Damage to or destruction of all or any part of the improvements on the Condominium Property, including a Common Element, covered by insurance maintained by the Association, shall be repaired and restored by the Association using the proceeds of any such insurance. Any deficiency in the insurance proceeds or any damage not covered by insurance shall be borne by the Unit Owners as an Assessment based on their percentage interest in the Common Elements.
14. **CAPTIONS:** Captions used in the Master Deed are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.
15. **COVENANTS RUNNING WITH LAND:** All provisions of the Master Deed shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to each Unit and appurtenances and Common Elements thereto. Each Unit Owner and his heirs, executors, administrators, successors and assigns, shall be bound by all the provisions of the Master Deed and By-Laws as may be amended.
16. **UNIT DEEDS:** Any transfer of a Unit shall include all appurtenances thereto, whether or not specifically described.
17. **INVALIDITY:** The invalidity of any provisions of this Master Deed or By-Laws of the Association shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed or By-Laws, which shall continue to run in full force as if such invalid provision had never been included therein.

18. WAIVER: No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
19. CONFLICT: Notwithstanding anything to the contrary herein, if any provision of this instrument is in conflict with or in contradiction of the plans of the Property or description of the Units, then the requirements of this Master Deed shall be deemed controlling.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year first written above.

Signed, Sealed and Delivered
in the Presence of
Attested by:

Kathryn L. Minto

Monica P. Moeller
MONICA P. MOELLER

State of New Jersey, County of Ocean Ss:

I CERTIFY that on 6/4, 2002,
MONICA P. MOELLER

personally came before me and acknowledged under oath, to my satisfaction, that they are the persons:

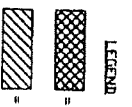
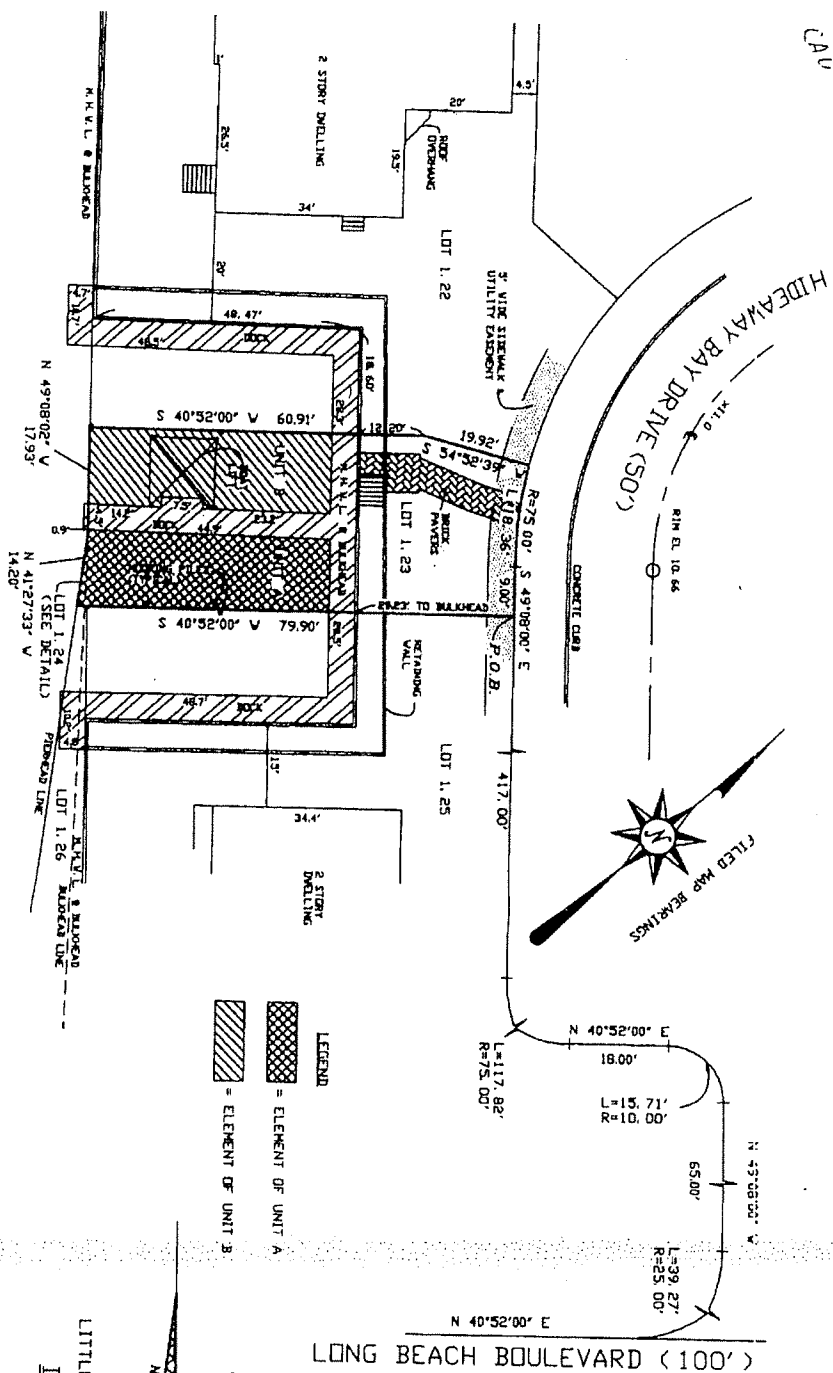
- a) Named in and personally signed the attached document; and
- b) Signed, sealed and delivered this document as their act and deed.

Kathryn L. Minto
Notary

KATHRYN L. MINTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 8, 2005

Rt.
Wilson & Drexler
304 W Long Beach Blvd
Surf City, N.J. 08008

CAU



LONG BEACH BOULEVARD (100')

LITTLE EGG HARBOR BAY
 DETAIL OF LOT 1.24
 1"=5'

- NOTES:-
1. A.K.A. LOTS 1.23 & 1.24, BLOCK 11.04 FILED MAP #G-2847, FILED 7/15/1998
 2. FLOOD ZONE AE.
 3. ELEVATIONS NAVD (1989)

FILED MAP BEARINGS PG 1730
 UNIT A - 605 S.F.
 UNIT B - 605 S.F.
 REMAINING PORTIONS OF 1.07 1.24
 TO BE OWNED IN COMMON (1,276 S.F.)

LITTLE EGG HARBOR BAY



NOTES: AS SHOWN HEREON ARE NOT TO BE USED FOR ANY OTHER PURPOSES THAN THAT FOR WHICH THEY WERE PREPARED. THIS SURVEY WAS NOT MADE FOR THE PURPOSE OF DETERMINING THE ACCURACY OF ANY EXISTING RECORDS. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE SURVEY AS SHOWN HEREON. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN ANY RECORDS OR INSTRUMENTS WHICH MAY BE REFERRED TO IN THIS REPORT AS A RESULT OF THE SURVEYOR'S NEGLIGENCE OR CARELESSNESS.

HORN, TYSON & YODER, INC. CONSULTING ENGINEERS, SURVEYORS-PLANNERS 94 E. WATER STREET, TONS RIVER, NEW JERSEY 08223 (732) 349-1500 8510 LONG BEACH BOULEVARD, BEACH LANE CREST, NEW JERSEY 08008 (609) 492-5050 CERTIFICATE #00718 - ISSUED MAY 1, 2000		
JOHN L. YODER P. E. 18058, P. P. 1068 ROBERT G. de BLDIS P. L. S. 35357		
SURVEY & UNIT IDENTIFICATION: LOTS 1.23 & 1.24, BLOCK 11.04 TAX MAP SHEET # 13 LONG BEACH TOWNSHIP OCEAN COUNTY, NEW JERSEY		
SCALE: 1"=20'	DRAWN BY: AC	SHEET 1 OF 1
DATE: 1/23/2002		

BY-LAWS

The Boatslip Condominium

ARTICLE ONE

PLAN OF OWNERSHIP

SECTION ONE. UNIT OWNERSHIP. The condominium, located at Lot 1.23 and 1.24 Block 11.04 on the Tax Assessment Map of Township of Long Beach, County of Ocean and State of New Jersey and known as The Boatslip Condominium is submitted to the provisions of N.J.S.A. 4:8B-1 through 38, known as the Condominium Act, by Master Deed recorded simultaneously herewith in the office of the county recording officer of Ocean County, New Jersey.

SECTION TWO. APPLICABILITY TO PROPERTY. The provisions of these By-Laws are applicable to the condominium, which terms includes the land, and improvements thereon, the areas within the riparian grant, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith.

SECTION THREE. APPLICABILITY TO PERSON. All present and future owners, lessees, and mortgagees, their employees and any other person who may use the facilities of the condominium in any manner shall be subject to these By-Laws, the MASTER DEED and relevant unit deeds.

Acquisition of any unit in the condominium shall be sufficient to signify acceptance and ratification of the provisions of the aforementioned instruments and an agreement to comply therewith.

SECTION FOUR. OFFICE. The office of the condominium and of the association of unit owners, hereinafter called the Association, shall be located at 2815 Long Beach Blvd., Beach Haven Gardens, NJ 08008 or any other location as may be designated in the future.

ARTICLE TWO

GOVERNING BOARD

SECTION ONE. NUMBER AND QUALIFICATIONS. The affairs of the condominium shall be administered and managed by the association of owners, all power and authority of which shall be exercised through a governing board. The governing board shall be

composed of two persons, both of whom shall be owners, co-owners, spouses of owners or mortgagees of units, or, in the case of corporate owners of mortgagees units, officers, directors, shareholders or employees of such corporations.

SECTION TWO. POWERS AND DUTIES. The governing board shall have the powers and duties necessary for the administration of the affairs of the condominium and may do all such acts and things as are not, by law, by the MASTER DEED, or by these BY-LAWS, directed to be exercised and done by the owners. The powers and duties to be exercised by the governing board shall include, but not be limited to, the following:

- (a) Maintenance, repair, replacement, cleaning and sanitation of the common elements;
- (b) Determination, assessment and collection of funds for common expenses and payment of such expenses;
- (c) Adoption, distribution, amendment and enforcement of rules governing the use of common elements, subject to the right of a majority of unit owners to change any such rules;
- (d) Procurement and maintenance of a Master Policy of Liability Insurance;
- (e) Maintenance of accounting records, in accordance with generally accepted accounting principles, which records shall be made available for inspection by unit owners and mortgagees at all reasonable times;
- (f) Authorization and prosecution, in the name of the Association, of any and all actions and proceedings deemed necessary or appropriate in furtherance of the interests of unit owners generally, including suits to foreclose liens for nonpayment of common charges or recover money judgments for unpaid common charges;
- (g) Entry into any and all contracts deemed necessary or appropriate in furtherance of the interests of unit owners generally;
- (h) Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the property, the common elements and the limited common elements;
- (i) Establishment of bank accounts in the name of the condominium and authorization of signatories therefor;
- (j) Purchasing, leasing or otherwise acquiring, in the name of the governing board, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale, lease or surrender by their owners of the governing board;
- (k) Purchasing units at foreclosure or other judicial sale in the name of the governing board or its designee, corporate or otherwise, on behalf of all unit owners.

(l) Selling, leasing, mortgaging or otherwise dealing with units acquired by the governing board or its designee, corporate or otherwise, on behalf of all unit owners;

(m) Organizing corporations to act as designees of the governing board in acquiring title to or leasing units on behalf of all owners;

SECTION THREE. REGULAR MEETINGS. Regular meetings of the governing board may be held at such times and places as shall from time to time be determined by the board; provided, however, that at least one such meeting shall be held during each calendar year. Notice of each regular meeting of the governing board shall be given to each board member personally, or by mail, telephone, or telegraph, at least five days prior to the date of such meeting.

SECTION FOUR. SPECIAL MEETINGS. Special meetings of the governing board may be called by the present and shall be called by the president or secretary on the written request of at least two board members, on five days notice to each board member, given personally or by mail, telephone or telegraph. Any such notice shall state the time, place and purpose of the meeting.

SECTION FIVE. WAIVER OF NOTICE. Any board member may at any time waive notice of any meeting of the governing board in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required herein. Attendance by any board member of any meeting of the board shall constitute a waiver by him of notice of the time and place thereof. If all board members are present at any meetings of the board, no notice shall be required and any business may be transacted at any such meeting.

SECTION SIX. QUORUM OF BOARD OF MANAGERS. At all meetings of the governing board, a majority of the board shall constitute a quorum for the transaction of business and the acts of a majority of members present at a meeting at which a quorum is present shall constitute the acts of the board. If at any meeting of the governing board there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION SEVEN. COMPENSATION. The members of the governing board shall serve without compensation.

SECTION EIGHT. LIABILITY OF GOVERNING BOARD. Members of the governing board shall not be liable to unit owners for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor shall members of the governing board be personally liable with respect to any contract made by one of them on behalf of the Association, and unit owners shall indemnify the governing board, and each member thereof, against all contractual liability to third parties arising out of contracts made by the governing board on behalf of the Association. However, such indemnification shall not extend

to any contract made in bad faith or contrary to the provisions of the MASTER DEED or of these By-Laws. The liability of each unit owner arising out of any contract made by the Governing Board or out of the aforesaid indemnification of the members of the Governing Board, shall be the proportion of the total liability that such unit owner's interest in the common elements bears to the interests of all unit owners in the common elements. Every agreement made by the Governing Board or by any managing agent or manager employed by the Governing Board on behalf of the condominium shall provide that the members of the Governing Board, or the managing agent or manager, as the case may be, are acting only as agents for the unit owners, and shall have no personal liability thereunder except as unit owners, and shall further provided that each unit owner's liability thereunder is limited to the proportion of the total liability thereunder that his interest in the common elements bears to the interests of all unit owners in the common elements.

ARTICLE THREE

UNIT OWNERS

SECTION ONE. ANNUAL MEETINGS. The annual meetings of the Association shall be held on the first Monday in February of each year. At such meetings, there shall be elected, by ballot of the owners, a Governing Board in accordance with the requirements of Section Three of Article Two of these By-Laws. The owners may also transact such other business of the Association as may properly come before the meeting.

SECTION TWO. SPECIAL MEETINGS. The president may, and shall, if directed by resolution of the Governing Board or by petition signed and presented to the secretary by unit owners owning a total of at least one hundred percent (100%) of the common interest, call a special meeting of the Association. The notice of any special meeting shall state the time and place of the meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent, either in person or by proxy, of unit owners owning at least one hundred percent (100%) of the common interest.

SECTION THREE. PLACE OF MEETINGS. Meetings of the Association shall be held at the principal office of the Association, or at such other suitable place convenient to the owners as may be designated by the board of managers.

SECTION FOUR. NOTICE OF MEETINGS. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose, the time and the place thereof, to each unit owner, at least five, but no more than ten days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served.

SECTION FIVE. QUORUM. At all meetings of the Association, a majority of unit owners shall constitute a quorum for the transaction of business and the acts of a majority of unit owners present shall be the acts of the Association for all purposes except those for which the approval of a higher percentage is required by these By-Laws, by the Master Deed, or by law. If, at any meeting of unit owners, less than a quorum is present a majority of unit owners present may adjourn the meeting to a time not less than twenty-four (24) hours from the time the original

meeting was called. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION SIX. BINDING ARBITRATION. Since the condominium consists of two units the Governing Board will consist of two members and, therefore, a unanimous determination will be necessary for the board to act. If the Governing Board disagrees and reaches an impasse on any matter requiring action by the board, the matter shall be submitted to binding arbitration before the American Arbitration Association and the board shall be bound by the determination of the arbitrator.

SECTION SEVEN. ORDER OF BUSINESS. The order of business at all meetings of the Association shall be as follows:

- (a) roll call
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of the minutes of the preceding meeting
- (d) Reports of officers
- (e) Reports of Governing Board
- (f) Reports of committees
- (g) Election of inspectors of election (when appropriate)
- (h) Election of members of Governing Board (when required)
- (i) Unfinished business
- (j) New business

SECTION EIGHT. VOTING. The owner or owners of each unit, or some person appointed by such owner or owners to act as proxy on his or their behalf, shall be entitled to cast the vote appurtenant to each such unit at all meetings of unit owners. The appointment of any proxy shall be made in a writing filed with the secretary and shall be revocable at any time by notice in writing to the secretary. Voting shall be on a percentage basis. The percentage of the vote to which an owner is entitled shall be the percentage or the sum of the percentages of ownership interest in the common elements assigned to the unit or units owned by him as set forth in the MASTER DEED.

SECTION NINE. TITLE TO UNITS. Title to units may be acquired and held in the name of an individual, in the name of two or more persons as joint tenants, tenants-in-common, or tenants by the entireties, or in the name of a corporation, a partnership or a fiduciary.

ARTICLE FOUR

OFFICERS

SECTION ONE. DESIGNATION. The principal officers of the Association shall be a president, vice president, a secretary and a treasurer, all of whom shall be elected by and from the governing board. The governing board may also appoint such other officers as in its judgment may be necessary.

SECTION TWO. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Governing Board at the organizational meeting of each new board and shall hold office at the pleasure of the board.

SECTION THREE. REMOVAL OF OFFICERS. On the affirmative vote of a majority of the members of the governing board, any officer may be removed, with or without cause, and his successor may be elected at any regular meeting of the Governing Board or at any special meeting of the board called for that purpose.

SECTION FOUR. PRESIDENT. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Governing Board and of unit owners. He shall have all general powers and duties that are incident to the office of president of a business corporation organized under Title 14A of the New Jersey Statutes, including, but not limited to, the power to appoint committees from among the owners, from time to time, as he may deem appropriate to assist in the conduct of the affairs of the Association.

SECTION FIVE. VICE PRESIDENT. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president or the vice president is able to act, the Governing Board shall appoint some other member of the board to do so on an interim basis. The vice president shall also perform such other duties as may, from time to time, be imposed upon him by the Governing Board.

SECTION SIX. SECRETARY. The secretary shall keep the minutes of all meetings of the Governing Board and of unit owners; he shall have charge of such books and papers as the Governing Board may determine; and he shall, in general, perform all duties incident to the office of secretary of a business corporation organized under Title 14A of the New Jersey Statutes.

SECTION SEVEN. TREASURER. The treasurer shall have full responsibility for the funds and securities of the Association, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Governing Board or managing agent, in such depositories as may from time to time be

designated by the Governing Board, and shall, in general, perform all duties incident to the office of treasurer of a business corporation organized under Title 14A of the New Jersey Statutes.

SECTION EIGHT. COMPENSATION. The officers shall serve without compensation.

ARTICLE FIVE

OPERATION OF PROPERTY

SECTION ONE. DETERMINATION OF COMMON CHARGES. The Governing Board shall from time to time, and at least annually, prepare a budget for the Association, which budget shall include projections of common expenses, common revenues (from sources other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against unit owners as provided in the Master Deed. As used in these By-Laws, the term "common expenses" or "common charges" shall mean expenses or charges for which unit owners are proportionately liable and shall include but not be limited to the following:

- (a) All expenses of administration, maintenance, repair and replacement of common elements.
- (b) Insurance premiums on all policies of insurance obtained by the Governing Board, managing agent or manager, as the case may be, pursuant to Sections Twelve and Thirteen of this article.
- (c) All other amounts that the owners may agree upon or that the Governing Board may deem necessary or appropriate for the operation, administration and maintenance of the condominium.
- (d) All other amounts designated common expenses by the Master Deed, by these By-Laws or by law.

The Governing Board shall furnish copies of the budget on which the allocations and assessments of common charges are based to all unit owners and mortgagees.

SECTION TWO. COLLECTION OF ASSESSMENTS. The Governing Board shall assess common charges against the unit owners from time to time, and at least annually, and shall advise each unit owner in writing of the amount of common charges payable by him. If any common charge remains unpaid for more than thirty (30) days from the date due, the Governing Board shall take prompt action to collect the same.

SECTION THREE. COMMON SURPLUS. If in any taxable year the net income of the Association from assessments and all other sources except casualty insurance proceeds and other non-recurring items exceeds the sum of the (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses in the next succeeding taxable year as may be determined by the Governing Board,

such excess shall be returned forthwith to unit owners, the share of each being in proportion to the amount of assessments for common expenses paid by him within the taxable year.

SECTION FOUR. LIABILITY FOR ASSESSMENTS. All unit owners are obligated to pay the common charges assessed by the Governing Board at such times as the board may determine. No unit owner may exempt himself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit. However, any owner of a unit that is free and clear of all liens and encumbrances other than a first mortgage and the statutory lien for unpaid common charges, may, subject to the provisions of these By-Laws, convey such unit to the Governing Board or its designee, corporate or otherwise, as grantee on behalf of all other unit owners, and such conveyance shall exempt the owner from liability for any common charges assessed thereafter. In all voluntary conveyances of units, the grantee shall be jointly and severally liable, with the grantor, for all unpaid assessments against the latter for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover over against the grantor for any amounts paid by the grantee. However, any such grantee, or any mortgagee, shall be entitled, with ten (10) days after making request therefor, to a certificate from the governing board or the managing agent or manager, as the case may be, setting forth the amount of unpaid assessments pertaining to such unit, and in such event, any person other than the grantor who relies on such certificate shall be entitled to rely thereon, and shall not be liable for any amounts in excess of the amount stated therein. A mortgagee or other purchaser of a unit at a foreclosure sale shall not be liable for nonpayment of any common charges assessed prior to the date of the foreclosure sale, and such unit shall not be subject to a lien for nonpayment of charges.

SECTION FIVE. DEFAULT IN PAYMENT OF COMMON CHARGES. In the event a unit owner shall fail for thirty (30) days following the due date thereof, to pay to the Governing Board the common charges assessed against his unit, such unit owner shall be deemed in default and shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including reasonable attorney's fees, incurred by the Governing Board in any proceeding brought to collect the same, or to foreclose a lien for nonpayment thereof.

SECTION SIX. FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES. It shall be the right and duty of the Governing Board to attempt to recover unpaid common charges, together with interest thereon, and expenses of the proceeding, including reasonable attorney's fees, in an action brought against any unit owner in default on his obligation to pay the same, or by foreclosure of the lien on any unit in respect to which such default has occurred provided for in Section 46:8B-21 of the New Jersey Statutes. In any such foreclosure, the unit owner shall be required to pay a reasonable rental for the unit for the period beginning with the initial default and ending with satisfaction of amounts secured by such lien from the proceeds of the sheriff's sale. Any unpaid common expenses remaining uncollectible for more than sixty (60) days after such sheriff's sale may be assessed by the Governing Board as common expenses to be collected from all unit owners including the purchaser who acquires title at the sheriff's sale, his successors and assigns. The Governing Board, acting on behalf of all unit owners, shall have power to bid on and to purchase any unit offered for sale at a sheriff's sale, and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Suit to recover a money

judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same and foreclosure shall be maintainable notwithstanding the pendency of a suit to recover a money judgment.

SECTION SEVEN. MAINTENANCE AND REPAIR.

(a) Every owner shall promptly perform all maintenance and repair work within his own unit, which if omitted would affect any common element, any portion of the property belonging to other owners or the project as a whole, being expressly responsible for all damages and liabilities that any failure to repair or maintain may engender.

(b) All maintenance, repairs and replacements to the common elements, whether located inside or outside individual units, shall be the responsibility of the Governing Board and shall be charged to all unit owners as common expenses unless such maintenance, repairs or replacements are necessitated by the negligence or misconduct of individual unit owners, in which case they shall be the responsibility of, and shall be charged to such individual unit owners.

(c) Each unit owner shall be responsible for and reimburse the association for any expenditures incurred in repairing or replacing any common element damaged through his fault.

(d) Each unit owner will be responsible for repairs to limited common elements if caused by their own negligence, misuse or neglect and shall be responsible for all snow removal from any balconies, patios or porches.

SECTION EIGHT. USES OF UNITS.

(a) Owners shall not take or cause to be taken within their units any action that would jeopardized the soundness or safety of any part of the condominium property or impair any easement or right appurtenant thereto, or affect the common elements without the unanimous consent of all unit owners who might be affected thereby.

(b) No immoral, improper, offensive or unlawful uses shall be made of condominium property or any part thereof and each unit owner, at his own expense, shall comply with, perform and duly satisfy all city, state and federal laws, statutes, ordinances, regulations, orders or requirements affecting his unit.

SECTION NINE. RIGHT OF ACCESS. The Association shall have, and shall exercise through the manager, managing agent, or other person or persons authorized by the Governing Board, a right of access to each unit from time to time during reasonable hours to maintain, repair or replace any common elements accessible therefrom, or to make emergency repairs necessary to prevent damage to common elements or to any other unit, or to correct any condition violative of the provisions of any mortgage secured by any other unit. Requests for access shall be made in advance and shall be scheduled for times convenient to the owner except that, in the case of emergencies, right of access shall be immediate and shall exist whether the unit owner is present at the time or not.

SECTION TEN. MODIFICATIONS BY GOVERNING BOARD. Whenever in the judgment of the governing board the common elements require alterations, the making of such alterations shall require approval by a majority of unit owners. After such approval has been obtained, the governing body shall proceed with the alterations and the costs thereof shall be treated as common expenses.

ARTICLE SEVEN

RECORDS

SECTION ONE. RECORDS-CERTIFICATION BY CERTIFIED PUBLIC ACCOUNTANT. The manager, managing agent and Governing Board shall keep detailed records of all actions of such manager, managing agent and Governing Board, as well as minutes of the meetings of the Governing Board, minutes of the meetings of the Association and financial records and books of account or the Association, kept in accordance with generally accepted accounting principles. Such records shall include a chronological record of all receipts and disbursements. A separate account shall also be kept for each unit containing, among other things, the amount of each assessment against such unit, the date when due, amounts paid thereon, and the balance remaining due. The governing board shall also prepare a quarterly written report summarizing receipts and disbursements of the Association, copies of which shall be made available to all unit owners. Additionally, an annual report of receipts and disbursements of the condominium, certified by an independent certified public accountant, shall be rendered by the governing board to all unit owners and mortgagees requesting the same, promptly after the end of each fiscal year.

ARTICLE EIGHT

MISCELLANEOUS

SECTION ONE. NOTICES. All notices required or permitted to be sent to the governing board shall be sent by registered or certified mail in care of the manager or managing agent, to the office of the governing board at 2815 Long Beach Blvd., Beach Haven Gardens, New Jersey 08008 or to such other address as the governing board may, from time to time, designate. All notices required or permitted to be sent to any unit owner shall be sent by registered or certified mail to the condominium or to such other address as such owner may have designated in writing to the governing board. All notices to unit mortgagees shall be sent by registered or certified mail to their respective addresses, as maintained by the secretary in the book entitled "Mortgagees of Units". All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

SECTION TWO. WAIVER. No restriction, condition, obligations or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any

failure to endorse the same, irrespective of the number of violations and failures to enforce that may occur.

SECTION THREE. INVALIDITY. If any provision or provisions of these By-Laws is or are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability or effect of the remaining provisions of these By-Laws.

SECTION FOUR. CAPTIONS. Captions are inserted in these By-Laws for convenience and reference only and shall not be taken in any way to limit or describe the scope of these By-Laws or any provision thereof.

ARTICLE NINE

AMENDMENTS

SECTION ONE. AMENDMENTS. These By-Laws may be amended or supplemented by the vote of these unit owners entitled to exercise one hundred percent (100%) of the total voting power of the Association at a meeting of the Association duly called and held for such purpose. Any such amendment or supplement shall be filed for record in the office in which these By-Laws are recorded.

ARTICLE TEN

CONFLICTS

SECTION ONE. CONFLICTS. These By-Laws are intended to comply with the requirements of, and are promulgated pursuant to Chapter 8B of Title 46 of the New Jersey Statutes. If these By-Laws or any provisions hereof are so construed as to be in conflict with the provisions of such statute or of the Master Deed, the statute or the Master Deed shall control.

1826-358

The State of New Jersey:

To all to whom these Presents shall come or may concern,
Greeting:

Whereas, the State of New Jersey owns the lands under tidewater hereinafter described.

And Whereas, the Division of Planning and Development in the Department of Conservation and Economic Development, as established by Chapter 448 Laws of 1948 succeeded to the powers and duties of the Division of Navigation in the Department of Conservation:

And Whereas, HERBERT L. SHAPIRO, residing at Box 44, Beach Haven Crest, in the Township of Long Beach, in the County of Ocean and State of New Jersey,

representing himself to be the owner of the lands fronting on

LITTLE EGG HARBOR BAY

in the Township of Long Beach

in the County of Ocean

and State of

New Jersey, which lie above the high water mark and in front of which the lands hereinbefore described are situate, has applied to the Department of Conservation and Economic Development, Division of Planning and Development, for a grant of said lands under water and to have it fix the boundaries thereof and determine the price or compensation to be paid therefor and the covenants, conditions and limitations of said grant:

And Whereas, a majority of the members of the Planning and Development Commission of the Division of Planning and Development having due regard to the interests of navigation of the State, have approved the grant of the lands under tidewater hereinafter described on the covenants, conditions and limitations herein set forth, and have fixed the sum of

ONE THOUSAND THREE HUNDRED NINETY-FIVE and SEVENTY-NINE HUNDREDTHS (\$1395.79) DOLLARS

as the price or reasonable compensation to be paid to the State for said lands:

OB1826-358

R 1-19-57

Now, Therefore, the Governor and the members of the Development approving, ratifications herein contained, State, the receipt whereunto the said

and to his heirs of land now or hereafter Township of Long Jersey, bounded

BEGINNING at the southeasterly line of the said Avenue as laid out by the grant of the said Co. by instrument

THENCE (1) 1/4 northeasterly line of the said Avenue, more or less than one hundred twenty (120) feet, to the southeasterly line of the said Beach Boulevard;

THENCE (2) 1/4 along the northerly line of the said Pierhead, one hundred eighty (180) feet, to a point in the Pierhead of Conservation and Development;

THENCE (3) 1/4 following said Pierhead, three and thirty-fifty (335) feet, to the southeasterly line of the said Combined Pierhead made by the State of New Jersey for the use of the said Shapiro by instrument

THENCE (4) 1/4 the southeasterly line of the said Pierhead, northwesterly line of the said Pierhead, one hundred fifty (150) feet, to the southeasterly line of the said

THENCE (5) 1/4 in the southeasterly direction along the line of the said Pierhead and plate of BEGINNING

Now, Therefore, the State of New Jersey, acting by and through the Division of Planning and Development in the Department of Conservation and Economic Development, the Governor and the Commissioner of Conservation and Economic Development and a majority of the members of the Planning and Development Council in the Division of Planning and Development approving, in consideration of the premises, the covenants, conditions and limitations herein contained, and of the said sum above set forth duly paid by the grantee to the State, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey, unto the said

HERBERT L. SHAPIRO

and to his heirs and assigns forever--ALL that tract of land now or formerly flowed by tidewater, situate in the Township of Long Beach, in the County of Ocean and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the former mean high water line of the southeasterly shore of Little Egg Harbor Bay where the same is intersected by the extended northeasterly line of Virginia Avenue as laid out fifty (50) feet wide, and the northeasterly line of the grant made by the State of New Jersey to Haven Beach Co. by instrument dated April 12, 1946;

North
THENCE (1) \angle 40 degrees, 08 minutes west along the extended northeasterly line of Virginia Avenue, a distance of fifty (50) feet, more or less, to a point, said point being distant one hundred twenty (120) feet measured along the extended northeasterly line of Virginia Avenue as the same bears North 40 degrees, 08 minutes West from a point in the northwesterly line of Long Beach Boulevard, as laid out one hundred (100) feet wide;

THENCE (2) North 70 degrees, 53 minutes, 46 seconds West along the northerly line of the aforesaid grant, a distance of one hundred eighty-two and nineteen hundredths (182.19) feet to a point in the Pierhead Line established herein by the Department of Conservation and Economic Development, Division of Planning and Development;

THENCE (3) North 41 degrees, 27 minutes, 33 seconds West following said Pierhead Line a distance of three hundred twenty-three and thirty-four hundredths (323.34) feet to a point in the Combined Pierhead and Bulkhead Line as established in the grant made by the State of New Jersey to Jerome Shapiro and Herbert L. Shapiro by instrument dated May 14, 1954;

THENCE (4) North 40 degrees, 52 minutes East following the southeasterly line of the aforesaid grant, parallel to the northwesterly line of Long Beach Boulevard, a distance of one hundred fifty (150) feet to a point in the former mean high water line of the southeasterly shore of Little Egg Harbor Bay;

THENCE (5) In a general southwardly and southeastwardly direction along the former mean high water line to the point and place of BEGINNING.

1827

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ALL as shown on a map hereto annexed and made part hereof.

This grant is made with the understanding that the lands herein described and conveyed shall not be used for the purpose of ingress or egress to a lagoon or bayou lying inshore of the aforesaid granted lands until such permission is authorized, and upon payment of such additional compensation and upon such terms as shall be fixed by said Department of Conservation and Economic Development, Department of Planning and Development, or its successors.

This grant is made subject to the limitations that neither the grantee herein nor his heirs or assigns shall exclude the tidewaters from the lands above described nor fill in, erect a pier or piers or otherwise improve or develop the same, nor appropriate the said lands under water to his or their own exclusive use, until a permit therefor shall have been issued to them for that purpose. The grantee shall prepare plans and specifications for any intended improvement, filling in, or development of the said lands, and submit same to the Department of Conservation and Economic Development, Division of Planning and Development for its approval, as a prerequisite to the issuance of any such permit.

This grant of riparian lands, until such time as the tidewaters shall be excluded therefrom by filling or other development of the same as herein permitted, is made subject to the natural rights of the public to the use of the waters flowing over the same and to temporarily anchor thereon. This reservation shall cease as to any lands thus improved and shall not be construed to include the right in the public to approach, venture upon, or to make use of any such improvement.

Department, Division of Conservation and Economic Development, Department of Planning and Development, or its successors.

And State lying in the waters of the State with the view of maintaining a

And

under the laws of the State shall

adjoining the land both parties shall be equal.

Provided, that the State of New Jersey, by its Department of Conservation and Economic Development, Division of Planning and Development, or any other lawful authority, may, from time to time, change the exterior lines for solid filling and for piers, and fix the same further from the shore than formerly, even though such action may affect the lands hereby granted, whenever the State may deem it necessary in the interest of Navigation to do so; and if such exterior lines shall be placed out further from the shore than formerly, then the party or parties claiming under this instrument may, within such period as may be fixed by the State, either through said Department of Conservation and Economic Development, Division of Planning and Development, or any other lawful authority, have the exclusive right to apply for and receive a lease or grant of the additional land under water lying between the present exterior lines above described and the new exterior line or lines that may hereafter be fixed, upon payment of such additional rental or compensation, and upon such terms as shall be fixed by said Department of Conservation and Economic Development, Division of Planning and Development, or other lawful authority, under any present or future law of this State; such additional land to be used for solid filling or for piers as directed by the said Department of Conservation and Economic Development, Division of Planning and Development, or its successors, or other lawful authority, under any present or future law of this State.

And Also Provided, that the State of New Jersey may grant or lease any of the lands of the State lying in front of the exterior line for solid filling or piers mentioned or referred to herein, for the cultivation of oysters or other fish, or for any other purpose, provided that such grant or lease shall not operate to interfere with the reasonable use of and access by water to the lands under water hereby granted, and with the free and uninterrupted navigation between said lands under water and the main channel of the said

LITTLE EGG HARBOR BAY

And Also Provided, and this grant is made upon the condition and limitation: that if the said HERBERT L. SHAPIRO

is the owner of any of the upland adjoining the land under tidewater hereby granted, then, and in that event, this conveyance and all the covenants herein on the part of the State shall be void; if the said

HERBERT L. SHAPIRO

is the owner of a part of the upland adjoining the lands under tidewater hereby granted, then this conveyance, and all covenants herein on the part of both parties shall be void as affecting any part or parts of said land under tidewater which abuts and joins lands so owned.

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BOOK 1823 PAGE 312

And Also Provided, that if the exterior line for solid filling (bulkhead line) and the exterior line for piers (pierhead line) or either of said lines, now established, or lines that may be hereafter established by the Department of Conservation and Economic Development, Division of Planning and Development, or other lawful authority, of the State of New Jersey, shall be hereafter changed by the action of the authorities of the United States Government, no claim or claims therefor shall be made against the State of New Jersey by reason of such change.

Together with all and singular the hereditaments and appurtenances thereto belonging.

To have and to hold all and singular the above granted and described lands under water and premises, subject to the terms, conditions and limitations aforesaid unto the said

HERBERT L. SHAPIRO

his heirs

and assigns forever.

ATTEST:

[Handwritten signature]

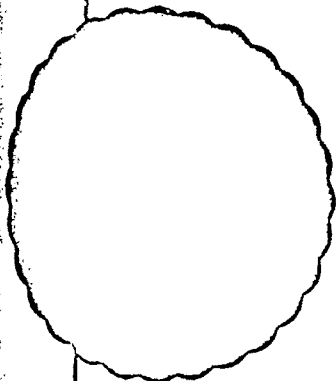
ATTEST

GROVE

[Handwritten initials]
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In Witness Whereof, the State of New Jersey has caused these presents to be signed by the Governor, the Commissioner of Conservation and Economic Development, and a majority of the Planning and Development Council, and has caused the Great Seal of the State of New Jersey to be hereunto affixed, and has caused these acts to be attested by the Attorney General and the Secretary of State, this 26th day of December 1956.



Robert B. Meyner
ROBERT B. MEYNER
Governor

Joseph E. McLean
Commissioner of Conservation and Economic Development
JOSEPH E. McLEAN

Members of the Planning and Development Council:

Thomas R. Jones
Thomas R. Jones

Wayne D. McMurray
Wayne D. McMurray

G. F. Smith
G. F. Smith

H. L. Derby
H. L. Derby

Edward C. Rose
Edward C. Rose

C. W. Engelhard, Jr.
C. W. Engelhard, Jr.

W. Haffert, Jr.
W. Haffert, Jr.

ATTEST:

Edward J. Patten
Secretary of State
EDWARD J. PATTEN

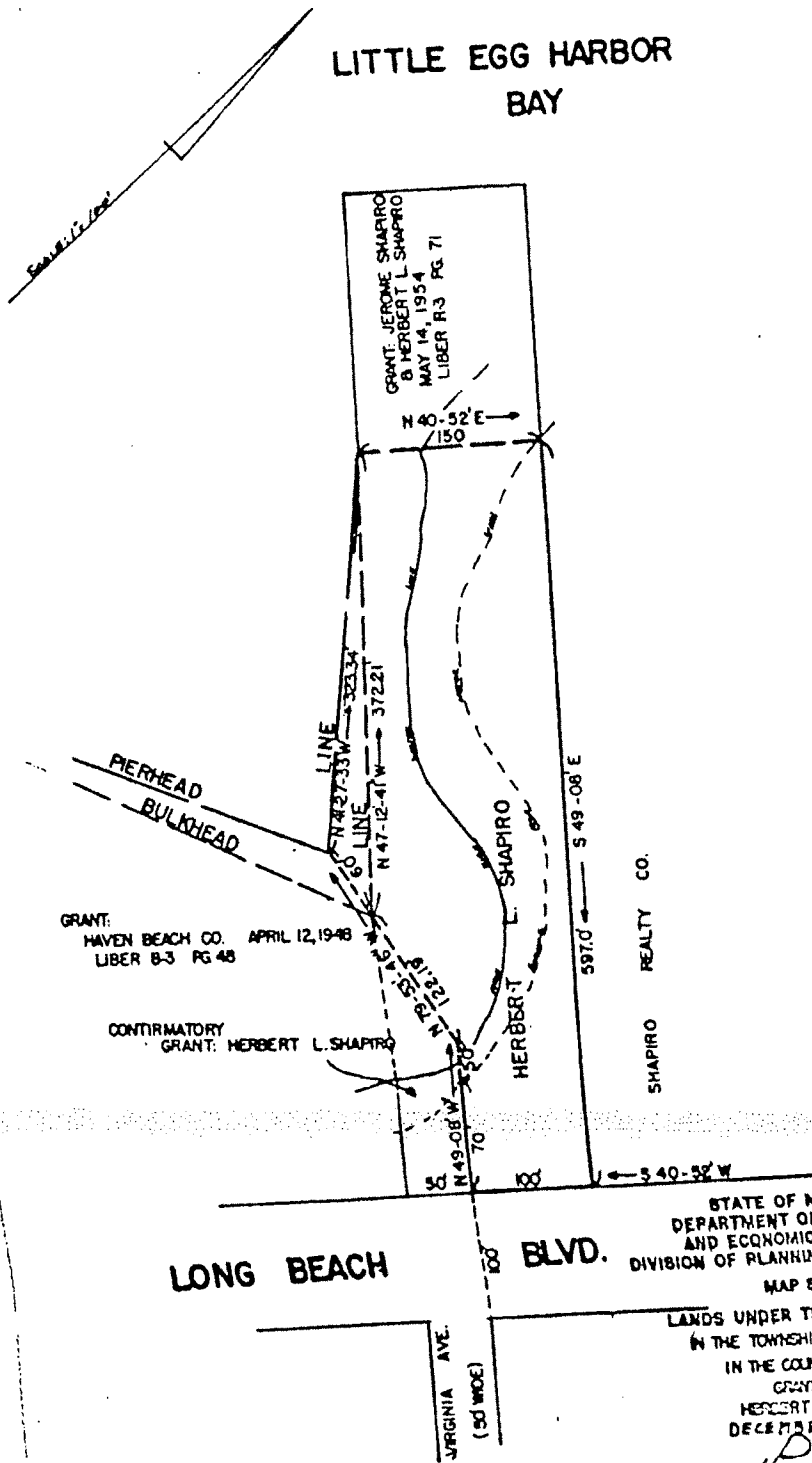
Grover C. Richman, Jr.
Attorney General
GROVER C. RICHMAN, JR.

APPROVED /
FORM AND EXECUTED
Sidney Kaplan
SIDNEY KAPLAN, DEP. ATTY. GEN.

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LITTLE EGG HARBOR BAY



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Robert
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STATE OF NEW JERSEY
 DEPARTMENT OF CONSERVATION
 AND ECONOMIC DEVELOPMENT
 DIVISION OF PLANNING AND DEVELOPMENT

MAP SHOWING
 LANDS UNDER TIDE-WATER
 IN THE TOWNSHIP OF LONG BEACH
 IN THE COUNTY OF OGDEN
 GRANTED TO
 HERBERT L. SHAPIRO
 DECEMBER 26, 1954

COMPUTED & DRAWN BY _____ N. J. ENGR. LIC. NO. _____
 CHECKED AND APPROVED *David J. Johnson* N. J. ENGR. LIC. NO. 2565

P. J.
 N. J. ENGR. LIC. NO. _____

MP

EX-1826 355

STATE OF NEW JERSEY, }
COUNTY OF MERCER } SS;

Be it Remembered, that on this 26th day of December
Nineteen Hundred and Fifty-Six before me, the subscriber, a Notary Public
of New Jersey, personally appeared EDWARD J. PATTEN
who being by me duly sworn on his oath, says that he is the Secretary of State of the State of
New Jersey, the grantor named in the foregoing instrument; that he well knows the Great Seal
of the State of New Jersey; that the seal affixed to said instrument is said seal and was thereto
affixed by him as his act and deed and as the act and deed of the said grantor; that on the date
of the execution of the said instrument, ROBERT B. MEYNER
was the Governor of the State of New Jersey, JOSEPH B. McLEAN
was the Commissioner of Conservation and Economic Development,
GROVER C. RICHMAN, Jr. was the Attorney General, and Thomas R. Jones,
Wayne D. McMurray, G. F. Smith, H. L. Derby, Edward C. Rose,
C. W. Engelhard, Jr. and W. Haffert, Jr.

were members of the Planning and Development Council and constituted a majority thereof that
he well knows their signatures; and that the said instrument was signed by the Governor, the
Commissioner of Conservation and Economic Development and a majority of the members of the
Planning and Development Council, as their act and deed and as the act and deed of the said
grantor; that said instrument was attested by the Attorney General and by the subscriber.

Sworn and subscribed :
before me at Trenton :
the date aforesaid :

Robert M. Falcey
ROBERT M. FALCEY
NOTARY PUBLIC OF N.J.
His Commission Expires Nov. 4, 1958

Edward J. Patten
Secretary of State
EDWARD J. PATTEN

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OCEAN COUNTY CLERK'S OFFICE
RECORDING DOCUMENT
COVER SHEET

SCOTT M. COLABELLA
OCEAN COUNTY CLERK
P.O. BOX 2191
TOMS RIVER, NJ 08754-2191
(732) 929-2110
www.oceancountyclerk.com



INSTR # 2018113057
DR BK 17303 PG 843
RECORDED 11/16/2018 12:51:03 PM
SCOTT M. COLABELLA, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

OFFICIAL USE ONLY

DATE OF DOCUMENT: (Enter Date as follows:00/00/0000)

10/25/2018

TYPE OF DOCUMENT: (Select Doc Type from Drop-Down Box)

NOTICE OF SETTLEMENT

OFFICIAL USE ONLY - REALTY TRANSFER FEE

FIRST PARTY NAME: (Enter Last Name, First Name)
Township of Long Beach, Ocean County, New Jersey

SECOND PARTY NAME: (Enter Last Name, First Name)
NJ DEP

ALL ADDITIONAL PARTIES: (Enter Last Name, First Name)
Wagners, Olivers

RETURN NAME AND ADDRESS:
Paul V. Ferricola, Esq.
Paul V. Ferricola & Associates, LLC
219 Broad Street
Red Bank, New Jersey

Deed BK

28 310-cash

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

BLOCK:

LOT:

MUNICIPALITY: (Select Municipality from Drop-Down Box)

CONSIDERATION:

MAILING ADDRESS OF GRANTEE: (Enter Street Address, Town, State, Zip Code)

Street

Address

Town

State

Zip

THE FOLLOWING SECTION IS FOR
ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES,
SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

ORIGINAL BOOK:

ORIGINAL PAGE:

OCEAN COUNTY CLERK'S OFFICE RECORDING DOCUMENT COVER SHEET

Please do not detach this page from the original document as it
contains important recording information and is part of the permanent record.

GURBIR S. GREWAL
Attorney General of New Jersey
R.J. Hughes Justice Complex
PO Box 093
Trenton, New Jersey 08625
Attorney for New Jersey, Department of
Environmental Protection

By: Kathrine M. Hunt
Deputy Attorney General
(609)376-2789

IN THE MATTER OF)
BLOCK 11.04, LOT 1.06,) SETTLEMENT AGREEMENT
TOWNSHIP OF LONG BEACH,)
OCEAN COUNTY, NEW JERSEY)

-
1. Prior to July 2015, M & M Developers, Inc. ("M & M") owned property located at Block 11.04, Lot 1.06, in the Township of Long Beach, Ocean County ("the Property"). The Property contains 2.97 acres and is adjacent to a residential development known as Hideaway Bay.
 2. In September, 1997, the Department of Environmental Protection ("Department") issued a combined Coastal Area Facility Review Act ("CAFRA") and Waterfront Development permit ("1997 Permit") to M & M for construction of the Hideaway Bay development. The 1997 Permit authorized the

construction of thirty-five single family homes, associated infrastructure, and water-front features, and required M & M to comply with certain conditions designed to meet the regulatory requirements of the Coastal Zone Management Rules, N.J.A.C. 7:7-1.1 et seq.

3. On February 12, 2013, the Department issued an Administrative Order and Civil Administrative Penalty Assessment ("AONOCAPA") to M & M for the alleged failure to file deed restrictions on the Property for future water dependent use and vegetative coverage, and failure to provide and maintain public access, as required by conditions of the 1997 Permit. Although M & M initially constructed a path from Long Beach Boulevard to the waterfront and four park benches along the waterfront, those features were not maintained.
4. There are also four areas of unauthorized development or encroachments on the Property that are associated with neighboring properties. The unauthorized development is shown on a plan entitled "Concept Plan for Hideaway Bay Park", prepared by Frank J. Little, Jr., P.E, P.P., dated February 10, 2017, last revised July 23, 2018, (hereinafter known as the "Concept Plan"), attached as Exhibit A, and includes:

- a. Landscaping, pavers, and stones associated with Block 11.04, Lot 1.13;
 - b. Landscaping, stones, and planters associated with Block 11.04, Lot 1.08;
 - c. Fencing, planters, and wood posts associated with Block 11.04, Lot 1.09; and
 - d. playground equipment, pavers and paving for a basketball court and driveway, a fountain, flagpole, walkway, and various other improvements and utilities associated with Block 11.04, Lot 1.04. These encroachments encompass about .26 of an acre.
5. On or about May 8, 2015, Long Beach Township initiated an action in New Jersey Superior Court, Law Division, Ocean County (Docket No. OCN-L-1318-15), to condemn the Property "for public use as a public recreational facility, and for the preservation, maintenance and conservation of open space and precious natural resources." The Department was not notified that the condemnation action had been filed.
6. The pre-condemnation appraisal of the Property prepared by Robert W. Kirwan, dated March 12, 2015, states that "[t]he property is constrained by a conservation easement as a result of a CAFRA approval for a residential development known as Hideaway Bay This conservation easement restricts development of any kind and limits use to passive recreation."

7. Although the Property is restricted by virtue of 1997 Permit, no conservation easement has been recorded with the Ocean County Clerk for the Property.
8. Long Beach Township filed a Declaration of Taking for the Property that was recorded on July 17, 2015 at Book 16137, Page 243. The Department was not notified of the taking until July 2016.
9. In a December 29, 2015 decision in the condemnation action, Superior Court Judge Marlene Lynch Ford held that the then current owners of an adjoining parcel, Block 11.04, Lot 1.04, James Wagner and Robin Wagner ("the Wagners"), had an easement or right to use a portion of the Property for certain improvements. These improvements are described above in ¶ 4(d). Judge Ford determined that the Wagners' easement rights arose from a Post-Closing Agreement dated April 29, 2011, and recorded with the Ocean County Clerk on May 12, 2011 at Book 14888, Page 120.
10. As a result of the condemnation of the Property by Long Beach Township, M & M is no longer in a position to achieve compliance with the terms of the 1997 Permit on the Property,

as sought by the Department in the AONOCAPA.¹ Accordingly, in or about October 2016, the Department entered into discussions with representatives of Long Beach Township and the Wagners to address the outstanding compliance issues on the Property.

11. By deed dated March 30, 2017 and recorded with the Ocean County Clerk at Book 16707, Page 701, the Wagners sold Block 11.04, Lot 1.04 to John G. Oliver and Meredith L. Oliver ("the Olivers"). The Department had not been aware that the Wagners intended to sell Lot 1.04, and first learned of the sale from public records on or about April 28, 2017. The Olivers have agreed to be parties to this Settlement Agreement for the purpose of resolving the compliance issues concerning their property.
12. In the Second Addendum to Purchase and Sale Agreement between the Wagners and Olivers, dated March 31, 2017, the Wagners agreed to continue to negotiate with the Township and the Department in order to obtain Department approval to allow for the continued existence and use of the "encroaching improvements". The encroaching improvements are described

¹ NJDEP has entered into a Settlement Agreement with M & M to resolve the penalty assessed by the Department in the February 12, 2013 AONOCAPA.

above in ¶ 4(d). The Wagners also agreed that should the Department or the Township require the removal of the "encroaching improvements" on Lot 1.06, they would ensure that such removal is completed.

13. Long Beach Township, the Wagners, and the Olivers acknowledge that the condemnation of the Property and subsequent sale of Block 11.04, Lot 1.04 does not impact the Department's right to obtain a recorded conservation easement on the Property, require public access improvements, and to demand the removal of any unauthorized improvements on the Property, unless full compliance is achieved in accordance with the terms of this Settlement Agreement.
14. The Township proposes to construct and maintain in perpetuity public access improvements on the Property, as shown on the Concept Plan, Exhibit A. The public access improvements include:
 - a. a seven-space clamshell parking lot adjacent to Long Beach Boulevard and removal of a portion of the brick wall to access the lot;
 - b. walking trails from the clamshell parking lot to and along the waterfront;
 - c. a picnic area with four tables along the waterfront;
 - d. a kayak launching ramp;

- e. four benches along the waterfront;
- f. replacement of 400 lineal feet of the existing bulkhead;
- g. grading near the waterfront to eliminate steep slopes;
- h. a three-space parking lot with a kayak drop-off area along Hideaway Drive North;
- i. construction of a path from the parking lot along Hideaway Drive North to the waterfront; and
- j. installation of two public access to the waterfront signs: (1) along Long Beach Boulevard near the new seven-space parking lot, and (2) along Hideaway Drive near the new three-space parking lot. Signs are available from the Department upon request.

15. The Department, Long Beach Township, the Wagners, and the Olivers wish to resolve the outstanding compliance issues on the Property without litigation and, therefore, have entered into this Settlement Agreement to resolve these matters according to the terms set forth herein.

NOW, THEREFORE, IT IS HEREBY AGREED AMONG THE PARTIES THAT:

16. All of the foregoing paragraphs are incorporated herein as operative parts of this Settlement Agreement.

Recording of Settlement Agreement

17. Within 10 days of the effective date of this Settlement Agreement, the Township shall file a copy of this Settlement Agreement with the Ocean County Clerk for recording as an "agreement in relation to real property", pursuant to N.J.S.A. 46:26A-2, and referencing Block 11.04, Lots 1.06 and 1.04. Within 30 days of receipt of the recorded instrument, the Township shall provide counsel for the Department with a recorded copy.

Public Access Improvements

18. Within 60 days of the effective date of this Settlement Agreement, the Township shall submit complete CAFRA and Waterfront Development Permit applications to the Department's Division of Land Use Regulation for construction of the public access improvements shown on the Concept Plan, Exhibit A. The Township agrees to diligently pursue the Department permits and all other necessary permits and approvals.
19. The Township shall construct the public access improvements, as shown on the Concept Plan, as may be modified during the permitting process, within 6 months of the date of issuance of the CAFRA and Waterfront Development Permit, and in accordance with all approved permits and plans.

Modification of Conservation Restriction Area

20. Within 60 days of the effective date of this Settlement Agreement, the Township shall file an application with the Commissioner, in accordance with N.J.S.A. 13:8B-5 and -6, to reduce the conservation restriction area on the Property from 2.97 acres to 2.71 acres in order to remove the encroachment area (.26 acres) associated with the Olivers' property, Block 11.04, Lot 1.04, as shown on the Concept Plan, from the conservation restriction and offset the reduction with the public access improvements enumerated in ¶ 14.
21. Within 30 days of the date of the Township's application, the Township shall coordinate with the Department to schedule the required public hearing. The Township shall be responsible for posting public newspaper notice prior to the public hearing date, and all costs associated with the public hearing. The Department shall conduct the public hearing and respond to all public comments. The Department will not issue a decision on the Township's application until such time that the Township has completed construction of the public access improvements on the Property, in accordance with ¶ 19.
22. If the Commissioner issues a Certificate approving the Township's application to reduce the conservation restriction

area, the Township shall, within 30 days of the date of the approval, file with the Ocean County Clerk for recording the Commissioner's Certificate, and an Amended Declaration of Restriction/Easement for the Property to preserve public access and vegetative cover, using a form approved by the Department. The Township shall submit the completed Amended Declaration of Restriction/Easement for the Property to the Department for approval prior to filing. The Amended Declaration of Restriction/Easement will supersede the conservation restriction imposed on the Property by virtue of the 1997 Permit and shall restrict the remaining 2.71 acre conservation area on the Property from further development, except for the public access improvements constructed by the Township in accordance with Department permits.

23. In the event that the Commissioner denies the Township's application to modify the conservation restriction area and the Township has constructed the public access improvements in accordance with ¶ 19, the Township shall, within 30 days of the date of the denial, file with the Ocean County Clerk for recording an Amended Declaration of Restriction/Easement for the Property in its entirety to preserve public access and vegetative cover, using a form approved by the Department.

The Township shall submit the completed Amended Declaration of Restriction/Easement for the Property to the Department for approval prior to filing. The Amended Declaration of Restriction/Easement shall supersede the conservation restriction imposed on the Property by virtue of the 1997 Permit and shall restrict the entire parcel from further development, except for any public access improvements approved by the Department's Division of Land Use Regulation.

24. In the event that the Commissioner denies the Township's application to modify the conservation restriction area, and the Township has not constructed the public access improvements in accordance with ¶ 19, the Township shall:

(a) within 120 days of the denial, install and maintain four benches along the waterfront on the Property, maintain the footpath from Long Beach Boulevard to the waterfront, and install two public access signs: (1) along Long Beach Boulevard, and (2) on the Property along Hideaway Drive; and

(b) within 30 days of the date of the denial, file with the Ocean County Clerk for recording an Amended Declaration of Restriction/Easement for the Property in its entirety to preserve public access and vegetative cover, using a form approved by the Department. The Township shall submit the completed Amended Declaration of Restriction/Easement for the Property to the Department for approval prior to filing. The Amended Declaration of Restriction/Easement shall supersede the conservation restriction imposed on the Property by virtue of the 1997 Permit and shall restrict the entire parcel from further development, except for any public access

improvements approved by the Department's Division of Land Use Regulation.

25. In the event that the Commissioner denies the Township's application to modify the conservation restriction area, the Olivers shall submit to the Department for approval, within 60 days of the date of the denial, a plan to remove all improvements, including, but not limited to, the improvements shown on the Concept Plan adjacent to and associated with Block 11.04, Lot 1.04, and to restore the area to its natural condition utilizing native, non-invasive plant species. Within 120 days of the Department's approval, the Olivers shall complete all removal and restoration work in accordance the approved plans.
26. The Olivers authorize Department representatives to access Lot 1.04 to determine compliance with any approved removal and restoration plans. Failure to complete the restoration work in accordance with the approved plan may result in enforcement action.

Encroachments from the Hideaway Bay Development

27. Within 90 days of the effective date of this Settlement Agreement, the Township shall notify the owners of Block

11.04, Lots 1.08, 1.09, and 1.13, in writing and by certified mail (with a copy to the Department), that landscaping associated with their homes, as shown on the Concept Plan, is encroaching onto Township property in violation of the Property's conservation restriction, and must be removed within an agreed-upon time.

28. If the Township agrees to allow any encroachment associated with Block 11.04, Lots 1.08, 1.09, or 1.13 to remain on the Property for more than one year from the date of its notification letter to the property owner, then such agreement shall be memorialized in writing. The Township shall file a copy of any such agreement with the Ocean County Clerk for recording as an "agreement in relation to real property", pursuant to N.J.S.A. 46:26A-2. Within 30 days of receipt of any agreement recorded pursuant to this paragraph, the Township shall provide counsel for the Department with a recorded copy. Any such agreement shall:

- a. Reference the Property (Block 11.04, Lot 1.06) and the Concept Plan,
- b. Identify the property associated with the encroachment,
- c. State that the encroachment area shall not be expanded,

- d. State that any improvements in the encroachment area, such as, but not limited to, stone planters, non-native stones, lights, pavers, fencing, and posts, shall not be expanded, modified or replaced,
 - e. State that any improvements in the encroachment areas shall be completely removed by a date certain to allow the area to naturally revegetate, or no later than the date by which the current record owner of Lot 1.08, 1.09, or 1.13 conveys or transfers fee title to the associated lot identified herein, and
 - f. State that after the improvements are removed, the encroachment area shall no longer be maintained by the adjacent property owner and shall be permitted to naturally revegetate.
28. Existing improvements in any encroachment area referenced in ¶ 4 above shall not be modified, expanded or replaced without a CAFRA permit, if a permit is required for the improvement/development under the N.J.A.C. 7:7-1.1 et seq.

Subdivision of the Property

29. In the event that the Commissioner approves the Township's application to reduce the conservation restriction area, and following the filing of the Amended Declaration of Restriction/Easement pursuant to ¶ 22, the Olivers may apply to the Township to subdivide the .26 acre encroachment area associated with their property, Block 11.04, Lot 1.04, from the Property.

30. Regardless of whether the Township approves or denies the Olivers' application to subdivide, the existing improvements on the Property associated with the Olivers' property, Block 11.04, Lot 1.04, as shown on the Concept Plan, may remain in place but shall not be modified, expanded or replaced without a CAFRA permit, if a CAFRA permit is required for the improvement/development under the N.J.A.C. 7:7-1.1 et seq.
31. If the Department denies the Township's application to reduce the conservation restriction area, the Property shall not be subdivided and restoration shall be completed as described in ¶ 25.

Party Contacts

32. All communications regarding this Settlement Agreement shall be mailed to the representatives of each party at the addresses indicated below:

FOR NJDEP

Michele Kropilak, Region Supervisor
NJDEP Bureau of Coastal & Land Use Compliance & Enforcement
1510 Hooper Avenue, Suite 140
Toms River, New Jersey 08753

With a copy to:

Kathrine M. Hunt, DAG
New Jersey Division of Law
Environmental Enforcement Section

P.O. Box 093
Trenton, NJ 08625-0093

FOR LONG BEACH TOWNSHIP

Paul V. Fernicola, Esq.
Paul V. Fernicola & Associates, LLC
219 Broad Street
Red Bank, New Jersey 07701

FOR THE WAGNERS

William C. Katz
Silverang, Donohoe, Rosenzweig & Haltzman, LLC
595 East Lancaster Avenue, Suite 203
St. Davids, Pennsylvania 19087

FOR THE OLIVERS

Matthew Gindele
Singley & Gindele, Attorneys at Law, LLC
200 County Rte 561
Gibbsboro, NJ 08026

Force Majeure

33. If any event occurs which is believed will or may cause delay in the achievement of any provision of this Settlement Agreement, the Department shall be notified in writing to the contact address above within seven (7) calendar days of the delay or anticipated delay, as appropriate, referencing this paragraph and describing the anticipated length of the delay, the precise cause or causes of the delay, any measures taken or to be taken to minimize or prevent the delay, and the time required to take any such measure to prevent or minimize any

such delay. All necessary actions shall be taken to prevent or minimize any such delay.

34. If the Department finds (a) that the notice requirements of the preceding paragraph have been fully complied with and; (b) that any delay or anticipated delay has been or will be caused by fire, flood, riot, strike or other circumstances beyond the control of the party; and (c) that all necessary actions to prevent or minimize the delay have been taken, the Department shall extend the time for performance hereunder for a period no longer than the delay resulting from such circumstances. If the Department determines that the notice requirements in the preceding paragraph have not been complied with, the event causing the delay is not beyond the control of the requesting party, or that all necessary actions to prevent or minimize the delay have not been taken, failure to comply with the provisions of this Settlement Agreement shall constitute a violation of the requirements of the Settlement Agreement. The burden of proving that any delay is caused by circumstances beyond the control of the requesting party, that all necessary actions were taken to prevent or minimize the delay, and the length of any such delay attributed to those circumstances, shall rest with the party.

Increase in the cost or expenses incurred in fulfilling the requirements of this Settlement Agreement shall not be a basis for an extension of time. Delay in an interim requirement shall not automatically justify or excuse delay in the attainment of subsequent requirements. Force majeure shall not automatically include contractor's breach.

General Provisions

35. This Settlement Agreement shall become effective upon execution by all parties.
36. In the event of a conflict between any term of this Settlement Agreement and the Second Addendum to Purchase and Sale Agreement between the Wagners and Olivers, as it relates to compliance with the terms of this agreement, the provisions of this Settlement Agreement shall control. This Paragraph is not meant to modify, eliminate or alter the Wagners' obligations to the Olivers contained in the Second Addendum to Purchase and Sale Agreement, including but not limited to Wagner's obligation to bear the expense of certain applications and/or modifications to the .26 acre encroachment area. However, the Department reserves the right to enforce the terms of this Settlement Agreement against the Olivers, as the owners of Block 11.04, Lot 1.04.

37. This Settlement Agreement shall be binding on the Township, the Wagners, and the Olivers, and their respective agents, successors, assigns, any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity, and any subsequent owner of the Property.
38. This Settlement Agreement constitutes a final agency order of a State administrative agency and all obligations created herein shall be enforceable by all legal means, including, but not limited to, R. 4:67-6.
39. The Township, the Wagners, and the Olivers agree not to contest the terms or conditions of this Settlement Agreement except to contest the Department's interpretation or application of such terms or conditions in any action brought by the Department to enforce the provisions of this Settlement Agreement.
40. No modification or waiver of this Settlement Agreement shall be valid except by written agreement of the parties, duly executed by the Township, the Wagners, the Olivers and the Department.
41. The Township, the Wagners, and the Olivers shall not construe any unwritten or informal advice, guidance, suggestions, or comments by the Department, or by persons acting on behalf of

the Department, as relieving them of their obligations under this Settlement Agreement, the Coastal Area Facility Review Act, N.J.S.A. 13:19-1 et seq., or the Waterfront Development Act, N.J.S.A. 12:5-3.

42. No obligations imposed by this Settlement Agreement are intended to constitute debts which may be limited or discharged in a bankruptcy proceeding. All obligations are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and the protection of public health, safety, welfare and the environment.
43. This Settlement Agreement shall be governed and interpreted under the laws of the State of New Jersey, and shall be enforceable in a summary action as a final agency order under R. 4:67-6.
44. If any provision of this Settlement Agreement is found invalid or unenforceable, the remainder of this Settlement Agreement shall not be affected thereby, and each provision shall be valid and enforced to the fullest extent permitted by law. The Department does, however, retain the right to seek termination of the remainder of this Settlement Agreement if, after such finding, it determines that the remaining Settlement Agreement does not serve the purpose for which it

was intended. In that event, the Township, the Wagners, and the Olivers reserve the right to oppose termination of the Settlement Agreement.

45. This Settlement Agreement represents the entire integrated agreement between the Department, the Township, the Wagners, and the Olivers on the matters contained herein.
46. The Department reserves the right to unilaterally seek termination of this Settlement Agreement in the event that the Township, the Wagners, or the Olivers violate its terms, and further reserves the right to take any additional enforcement action it deems necessary. Except as provided in paragraph 34 above, the Township, the Wagners, and the Olivers reserve the right to oppose termination and to contest any new enforcement action.
47. In addition to the Department's statutory and regulatory rights to enter and inspect, the Township shall allow the Department and its authorized representatives access to the Property at all reasonable times for the purpose of determining compliance with this Settlement Agreement.
48. The signatories on behalf of each party certifies that he or she has full authority to bind the party its successors and assigns to the terms of this Settlement Agreement.

TOWNSHIP OF LONG BEACH

Dated: 10/25/18

By:

[Signature]
Name: Joseph H. Mancini
Title: Mayor

Witnessed by:

[Signature]
NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

STATE OF NEW JERSEY
COUNTY OF Ocean SS.:

I CERTIFY that on October 25 2018,

JOSEPH H. MANCINI

personally came before me and this person acknowledged under oath, to my satisfaction that this person (or if more than one, each person);

1) is named in and personally signed this Settlement Agreement; and

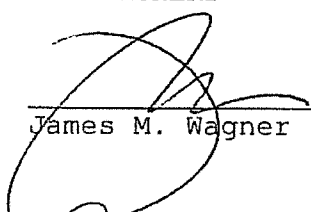
2) signed, sealed and delivered this Settlement Agreement as his official act and deed.

[Signature]
NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

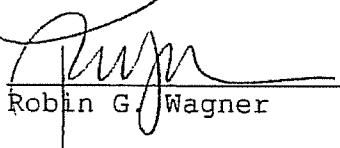
LYNDA J. WELLS
Notary Public, State of New Jersey
ID #2392892
MY COMMISSION EXPIRES FEBRUARY 2, 2020

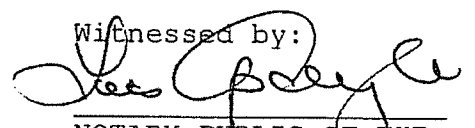
THE WAGNERS

Dated: 9/17/18


James M. Wagner

Dated: 9/17/18


Robin G. Wagner

Witnessed by:

NOTARY PUBLIC OF THE
STATE OF ~~NEW JERSEY~~ Pennsylvania

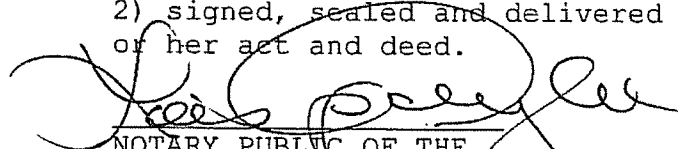
STATE OF ~~NEW JERSEY~~ Pennsylvania
COUNTY OF Bucks SS.:

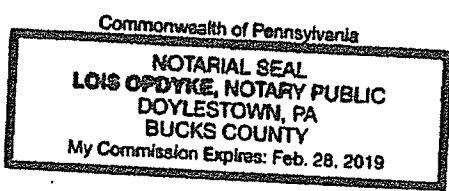
I CERTIFY that on September 17, 2018,

JAMES M. WAGNER AND ROBIN G. WAGNER

personally came before me and this person acknowledged under oath, to my satisfaction that this person (or if more than one, each person);

- 1) is named in and personally signed this Settlement Agreement; and
- 2) signed, sealed and delivered this Settlement Agreement as his or her act and deed.


NOTARY PUBLIC OF THE
STATE OF ~~NEW JERSEY~~ Pennsylvania



THE OLIVERS

Dated: 10/7/2018

[Signature]
John G. Oliver

Dated: 9/24/18

[Signature]
Meredith L. Oliver

Witnessed by:

Jillian Oliver
NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

STATE OF NEW JERSEY
COUNTY OF Hunterdon ss.: 135-02-8181

I CERTIFY that on October 8th 2018,

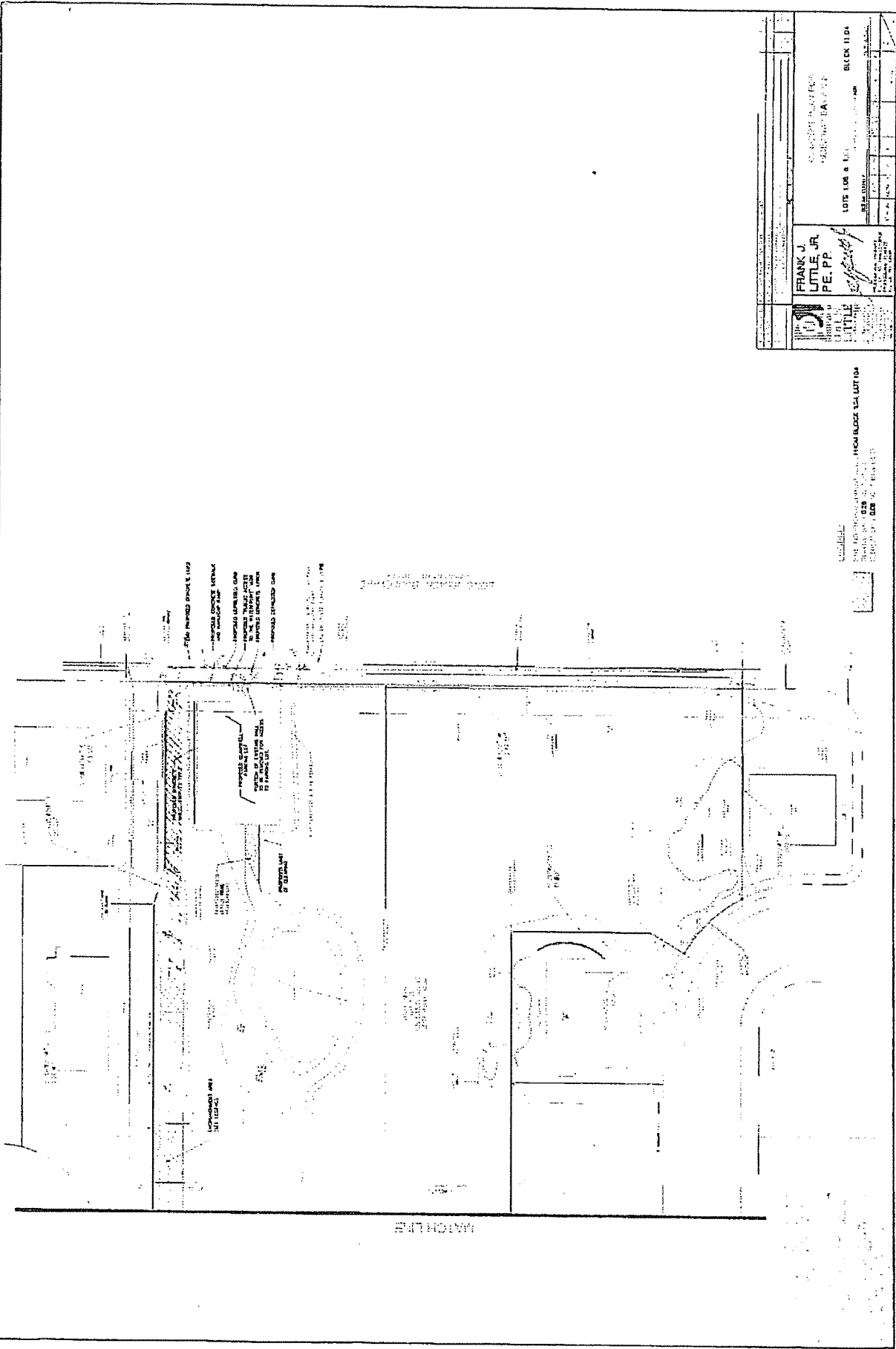
JOHN G. OLIVER AND MEREDITH L. OLIVER

personally came before me and this person acknowledged under oath, to my satisfaction that this person (or if more than one, each person);

- 1) is named in and personally signed this Settlement Agreement; and
- 2) signed, sealed and delivered this Settlement Agreement as his or her act and deed.

[Signature]
NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

Jillian Oliver
NOTARY PUBLIC
State of New Jersey 25
ID #2157622
My Commission Expires 4/5/2023



PROPOSED DRIVE
 PROPOSED DRIVE
 PROPOSED DRIVE
 PROPOSED DRIVE
 PROPOSED DRIVE

MATCH LINE

FRANK J.
 LITTLE, JR.
 P.E., P.P.

DATE: 11/11/11
 SHEET NO. 1104

PROJECT LOCATION
 10000 BAYVIEW

LOTS 108 & 109
 BLOCK 1104

SCALE: AS SHOWN
 DATE: 11/11/11
 SHEET NO. 1104

[INSERT]

TOWNSHIP OF LONG BEACH,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION
Plaintiff,	:	OCEAN COUNTY
	:	
v.	:	DOCKET NO.: OCN- L-1318-15
	:	
M&M DEVELOPERS, INC.,	:	CIVIL ACTION
JAMES M. WAGNER,	:	
ROBIN G. WAGNER, and	:	CONSENT ORDER
TOWNSHIP OF LONG BEACH,	:	
	:	
Defendants	:	

THIS MATTER having been brought before the Court by plaintiff Township of Long Beach (“Plaintiff”), by and through its undersigned counsel, pursuant to N.J.R. 4:9-1, and with the consent of defendants M&M Developers, Inc. (“M&M”) and James M. Wagner and Robin G. Wagner (the “Wagners, and together with M&M, the “Defendants”), by and through each of their undersigned counsel, and it appearing to the Court that the parties through their counsel, have agreed to the form and entry of this Order; for other good cause having been shown; and for the reasons set forth on the record, if any;

IT IS on this ____ day of _____, 2016 **ORDERED** that:

1. The Township is hereby granted leave to file an Amended Complaint in the form attached hereto as Exhibit A for the sole purpose of adding a second count to such complaint pursuant to which the Township will acquire through the power of eminent domain the parcel of real property shown on the official tax maps of the Township as Lot 1.07 in Block 11.04 (“Lot 1.07”) the record owner of which is M&M.

2. The Defendants hereby waive all prerequisites to the filing of such Amended Complaint, and further waive any and all objections to the Township's authority to acquire title to Lot 1.07 pursuant to the Township's power of eminent domain.

3. The Township may file and record an Amended Declaration of Taking to effectuate the taking of Lot 1.07 at any time hereafter.

Honorable Marlene Lynch Ford, J.S.C.

CONSENTED TO BY:

FERNICOLA AND ASSOCIATES
Counsel for the Township

By: _____
Paul V. Fernicola, Esq.

DATED: August ____, 2016

**SILVERANG, DONOHOE,
ROSENZWEIG & HALTZMAN, LLC**
Counsel for the Wagners

By: _____
Mark S. Haltzman, Esquire

DATED: August ____, 2016

HYLAND LEVIN LLP
Counsel for M&M

BY: _____
Richard Hluchan, Esquire

DATED: August ____, 2016

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (this "**Agreement**") is made and entered into on the ____ day of July, 2016, by and between **THE TOWNSHIP OF LONG BEACH** (the "Township"), a municipal corporation of the State of New Jersey with principal offices located at 6805 Long Beach Boulevard, Brant Beach, NJ 08008, and **JAMES M. WAGNER AND ROBIN G. WAGNER** (the "Wagners"), husband and wife, with a mailing address of 4742 Essex Drive, Doylestown, PA 18902 (collectively, the "Parties").

RECITALS

WHEREAS, the Wagners are the owners of the parcel of real property commonly known as 10512 Long Beach Boulevard, Beach Haven Park, New Jersey, as shown on the official tax map of the Township as Block 11.04, Lots 1.04 and 1.05 (the "Dominant Estate" or the "Wagner Property"); and

WHEREAS, on or about May 8, 2015, the Township initiated an condemnation action in the New Jersey Superior Court, Law Division, Ocean County, docket number OCN- L-1318-15 (the "Condemnation Action"), seeking to condemn the parcel of real property shown on the official tax maps of the Township as Lot 1.06 in Block 11.04 (the "Servient Estate"), which adjoins the Wagner Property; and

WHEREAS, as a result of the existing of that certain Post Closing Agreement dated April 29, 2011 and recorded with the Ocean County Clerk's Office on May 12, 2011, in Book 14888 at page 120 (the "PCA"), the Township named the Wagners as defendants in the Condemnation Action; and

WHEREAS, the Township later filed a Declaration (the "Declaration of Taking"); and

WHEREAS, the Court entered an Order dated February 11, 2016 granting, in part, the Wagners' Motion to Dismiss and affording the Township a period of time to file an Amended Complaint with regard to the Wagners' interest in and to the Servient Estate; and

WHEREAS, the Wagners subsequently filed a motion for fees and costs pursuant to N.J.S.A. 20:3-26 and N.J.S.A. 20:3-35 (the "Fee Motion"); and

WHEREAS, the Township has determined that Lot 1.07 in Block 11.04 ("Lot 1.07") is, for all intents and purposes, an accessory lot to the Servient Estate containing the portion thereof that extends into the bay, and thus that it is necessary and desirable for the Township to acquire same to further the purposes and intent of the Condemnation Action;

WHEREAS, the Wagners have agreed to withdraw the Pending Fee Motion in exchange for the Township agreeing to (1) acquire by negotiated acquisition or through the use of eminent domain, Lot 1.07 in Block 11.04; and (2) following such acquisition, subject to the approval of the Wagners' application for subdivision approval by the Township of Long Beach Planning

Board, subdivide and then convey to the Wagners in fee portions of the Servient Estate together with portions of Lot 1.07 as necessary to make a concomitant adjustment to the lot line between lot 1.05 (which extends into the bay) and Lot 1.07, as more particularly described in the metes and bounds description attached hereto as Exhibit A, and as generally depicted on the subdivision plan attached hereto as Exhibit B (the "Property"); and

WHEREAS, should the Township of Long Beach Planning Board deny the Wagners' application for subdivision approval, at the Wagners' option, either (1) the Township shall grant and record an easement in favor of the Wagners to portions of the Servient Estate or (2) the Wagners may elect to terminate this Agreement in which event, the parties shall be returned to their same respective positions as if this Agreement had never been entered into.

WHEREAS, if and when conveyances and agreements provided for herein occur, it will be necessary and desirous for the Wagners to remove certain improvements (i.e. speakers, lighting and irrigation) from the Servient Estate, and in order to accomplish same, the Township has further agreed to convey to the Wagners a temporary construction easement on, over and to portions of the Servient Estate to allow the Wagners to complete such removal (the "Temporary Construction Easement").

NOW, THEREFORE, in consideration of the mutual promises and covenants provided herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1
PURCHASE AND SALE

1.1 Agreement to Purchase and Sell.

1.1.1 Subject to the terms and conditions of this Agreement, the Township hereby agrees to sell and convey to the Wagners, and the Wagners hereby agree to purchase from the Township:

1.1.1.1 All of the Township's right, title and interest in and to that certain portion of the Servient Estate and Lot 1.07 more particularly described in the metes and bounds description attached hereto as Exhibit A, and as generally depicted on the subdivision plan attached hereto as Exhibit B (the "Property"). However, should the Township of Long Beach Planning Board deny the Wagners' application for subdivision approval, at the Wagners' Option either (a) the Township shall grant and record an easement in favor of the Wagners to portions of the Servient Estate more particularly described in the metes and bounds description attached hereto as Exhibit A or (2) the Wagners may elect to terminate this Agreement, in which event the parties shall be returned to their same respective positions as if this Agreement had never been entered into.

1.1.1.2 The Temporary Construction Easement on, over and to those portions of the Servient Estate more fully described on the metes and bounds description attached hereto as Exhibit C and visually depicted on Exhibit D.

1.2 Purchase Price. The purchase price (the "Purchase Price") for the conveyance of the Property shall be one (1) dollar (\$1.00) payable at Closing (as hereinafter defined) and the withdrawal, with prejudice, of the Pending Fee Motion. If the subdivision application is denied and the Wagners elect to accept an easement from the Township, the sole consideration for such conveyance shall be the withdrawal, with prejudice, of the Pending Fee Motion.

ARTICLE 2
ACQUISITION OF LOT 1.07/GOVERNMENT APPROVALS/TITLE

2.1 Acquisition of Lot 1.07. Forthwith following execution hereof, the Township shall take all action necessary to acquire Lot 1.07 from M&M Developers, Inc. The Wagners and M&M Developers, Inc. agree, forthwith following execution hereof, to simultaneously execute a consent order granting leave of court to the Township thereby permitting the Township to file an Amended Complaint in the Condemnation Action for the purpose of taking of Lot 1.07, and permitting the filing and recording of an Amended Declaration of Taking for the purpose of taking Lot 1.07. Wagners and M&M Developers, Inc. hereby waive any and all objections to the Township's authority to acquire title to Lot 1.07 via the Township's power of eminent domain.

2.2 Government Approvals. Within seven (7) days of the Township's acquisition of Lot 1.07 and if acquisition was done by way of the power of eminent domain, after confirmation by the Court of the valid exercise of such power, the Wagners shall, at their sole costs and expense, submit an application for minor subdivision approval to the Township of Long Beach Land Use Board seeking to subdivide the Property from the Servient Estate and Lot 1.07, and combine same with the Wagner Property, together with any and all other land use applications necessary to accomplish the purpose and intent of this agreement (the "Government Approvals"), and shall thereafter diligently prosecute same to completion. The Township agrees not to object to or impede the Wagners' application for the Government Approvals.

2.3 Existing CAFRA Approvals. Nothing in this Agreement shall be construed to void, negate, alter and/or amend the existing conservation easement, conditions or restrictions imposed upon the Servient Estate pursuant to prior CAFRA permit issued by the New Jersey Department of Environmental Protection for residential development known as Hideaway Bay.

2.4 Title.

2.4.1 Quality of Title. The Township shall transfer and convey to the Wagners clear and marketable title to the Property, and the Temporary Construction Easement (collectively, the "Coveyances"), defined for purposes of this Agreement as insurable by a title insurance company licensed to do business in the State of New Jersey at regular rates free of all claims and rights of others, except for the Permitted Exception (as defined in Section 2.2.3).

2.4.2 Title Examination.

2.4.2.1 Within fourteen (14) days of the Township's acquisition of Lot 1.07, the Wagners shall order a title report, and shall as soon as reasonably practical following receipt provide a copy of same to the Township along with notice of any objection to title reflected within such report (the "Objections"). The Wagners agree not to object to the Easement in their favor set forth in the PCA (the "Easement"). In the event the Wagners do raise title objections, the Township shall make a good faith effort to remove or otherwise resolve such title defects, in which event the Township shall be entitled to postpone the Closing Date for a reasonable period of time and The Township will remedy any and all, liens, assessments, or other Objections to title outstanding against the Property. In the event that the Township is unable or unwilling to remedy any such title defect(s) or Objections, then the Wagners may either (i) waive the Objection and proceed to Closing, in which case any such waived Objection shall be deemed a Permitted Objection; or (ii) terminate this Agreement, in which case the Parties shall have no further obligations to one another, except as hereinafter provided. Notwithstanding the foregoing, Seller shall be obligated to cure any and all monetary encumbrances at or before Closing, without the necessity of Buyer raising same as an Objection and without extension of the Closing.

2.4.2.2 If any update to the title commitment or a survey discloses any additional item that would render title to the Conveyances not in the condition required hereunder and which was not disclosed on any previous version of or update to the Title Commitment delivered to the Township (the "New Exception"), the Wagners shall notify the Township forthwith, and thereafter, the Township shall cure the New Exception. The Township shall be entitled to reasonable adjournments of the Closing Date to cure the New Exception, not to exceed 30 days in the aggregate, unless such exception is for a monetary lien, which the Township shall be obligated to clear and satisfy at Closing and without extension of the Closing Date. In the event that the Township is unable or unwilling to remedy the New Exception (other than a monetary exception, which the Township is obligated to clear and satisfy) then the Wagners may either (i) waive the objection and proceed to Closing, in which case any such waived objection shall be deemed a Permitted Objection; or (ii) terminate this Agreement, in which case the Parties shall have no further obligations to one another by virtue of this Agreement, which shall be deemed null and void, except as hereinafter provided.

2.4.3 Permitted Exceptions. For purposes hereof, the following shall be deemed "Permitted Exceptions":

2.4.3.1 All matters shown in the title report other than (a) the Objections (b) taxes due and payable with respect to the period preceding Closing, (c) the standard exception regarding the rights of parties in possession, and (d) the standard exception pertaining to taxes and assessments, which shall be limited to taxes and assessments not yet due and payable as of the Closing Date; and

2.4.3.2 Restrictions imposed by the CAFRA CAFRA permit issued by the New Jersey Department of Environmental Protection for residential development known as Hideaway Bay

ARTICLE 3
CLOSING

3.1 Closing Date. The Closing shall occur on a mutually agreeable date which is not more than seven (7) days from the date of the Wagners receipt of the subdivision approval required under Section 2.1, provided that each of the Conditions Precedent to Closing set forth in Sections 3.2. below, have been satisfied (the "Closing Date"), between the hours of 10:00 A.M. and 3:00 P.M. or at such other dated and time as may be agreed upon by the Wagners and the Township. The Closing shall be held at the Township of Long Beach Municipal Building, 6805 Long Beach Blvd., Brant Beach, NJ 08008, Alternatively, the Parties need not be physically present at the Closing but instead may deliver documents by overnight air courier or other means.

3.2 Conditions Precedent to Closing.

3.2.1 The Wagners' obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of the following conditions precedent:

3.2.1.1 The Township shall have acquired Lot 1.07, and, if it did so through the exercise of the Power of Eminent Domain, all rights to appeal the validity of such taking have expired;

3.2.1.2 The Wagners shall have received the Government Approvals;

3.2.1.3 All of the documents required to be delivered by the Township to the Wagners at the Closing pursuant to Section 3.3 hereof shall have been delivered;

3.2.1.4 Each of the Township's Representations shall be true in all material respects as of the Closing Date, as evidenced by a Certification executed on that date;

3.2.1.5 The Township shall have complied with, fulfilled and performed in all material respects each of the covenants, terms and conditions to be complied with, fulfilled or performed by the Township hereunder;

3.2.1.6 The Township shall not be a debtor in any bankruptcy proceeding;

3.2.1.7 No action in lieu of prerogative writs has been filed challenging the Township's right or authority to execute this Agreement or effectuate the conveyances contemplated hereby, and the statute of limitations for the filing of same has lapsed.

If any condition set forth in this Section 3.2.1 is not met on or before the Closing Date, the Wagners may (a) waive any of the foregoing conditions and proceed to Closing on the Closing Date with no offset or deduction from the Purchase Price, (b) extend the Closing Date for a period not to exceed thirty (30) days if the condition not met is solely within the Wagners' control, or for a reasonable time if the condition not met is within the Township or a third party's control or (c) terminate this Agreement, or (d) if such failure constitutes a default by the Township of its covenants hereunder, exercise any of its remedies pursuant to Section 7.1.

3.2.2 The Township's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of the following conditions precedent:

3.2.2.1 The Township shall have received from the Wagner's and M&M Developers, Inc, a fully executed Consent Judgment of the Condemnation Action as to the amount of just compensation for the taking of the Servient Estate and Lot 1.07 in favor of the Wagners and M&M Developers, Inc. and as against the Township in the amount of \$90,000 inclusive of any and all interest less a credit to the Township for the sum of \$90,000 previously deposited with the Clerk of the Superior Court upon the filing of the Declaration of Taking.

If any condition set forth in this Section 3.2.2 is not met on or before the Closing Date, the Township may (a) waive any of the foregoing conditions and proceed to Closing on the Closing Date, (b) extend the Closing Date for a period not to exceed thirty (30) days or (c) terminate this Agreement.

3.3 Township Closing Deliveries. At Closing the Township shall deliver to the Wagners each of the following in such form as is acceptable to Wagners' attorney and title agent:

3.3.1 A Deed of Subdivision or subdivision plat as necessary to perfect the Subdivision, in proper statutory form for recording, including, to the extent necessary, forms GIT/REP-3 and RTF-1.

3.3.2 A Bargain and Sale Deed with Covenants against Grantor's Act conveying the Property in proper statutory form for recording, including, to the extent necessary, forms GIT/REP-3 and RTF-1 (the "**Deed**") in the form attached hereto as Exhibit E.

3.3.3 The Temporary Construction Easement in the form attached hereto as Exhibit F, including, to the extent necessary, forms GIT/REP-3 and RTF-1.

3.3.4 Township's counterpart signature to the closing statement.

3.3.5 A title affidavit or an indemnity form reasonably acceptable to the Wagners and/or the Wagners' title agent, which is sufficient to enable such title agent to delete the standard pre-printed exceptions to the title insurance policy to be issued pursuant to the Title Commitment.

3.3.6 An opinion letter from the Township's counsel attesting to the Township's power and authority to effectuate the conveyances contemplated by this agreement, and the completion of all prerequisites thereto and the passage of the time period during which a challenge to such action may be raised;

3.3.7 A certification of Township's non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, if applicable.

3.3.8 A duly adopted resolution or ordinance, together with such other documents as the Wagners title agent shall reasonably require evidencing the Township's authority to consummate this transaction.

3.3.9 A certification attesting that each of the Township's representations remain true and correct as of the date of Closing.

3.3.10 Such other documents as reasonably requested by the Wagners, their attorney or their title agent.

3.4 The Wagners' Closing Deliveries. At Closing the Wagners shall deliver to the Township each of the following items:

3.4.1 The full Purchase Price, plus or minus the adjustments or prorations required by this Agreement.

3.4.2 The Wagners' counterpart signature to the closing statement.

3.4.3 Documentation reasonably acceptable to the Township and its counsel withdrawing the Pending Fee Motion with prejudice.

3.5 Denial of Government Approvals. In the event the Township Land Use Board denies the Wagners' application for subdivision approval, at the Wagners election, the Township shall deliver a Deed of Easement granting the Wagners' the right to use the Property in substantially the same manner as contemplated herein. The Wagners may exercise such option by providing the Township with written notice of such election within ten (10) business days of their receipt of notice denying the subdivision application. If the Wagners exercise such option, in lieu of the deliveries called for under paragraphs 3.3.1 and 3.3.2, the Township shall deliver a conforming easement in recordable form. If the Wagners fail to exercise their option, they shall be deemed to have elected to terminate this Agreement in which event the parties shall be returned to their same respective positions as if this Agreement had never been entered into.

3.6 Closing Costs. The Wagners and the Township shall each be responsible for their own closing costs in accordance with local custom, provided, however, the Wagners shall be responsible for the costs of recording of the Subdivision Plat/Deed. The Township represents and warrants that as a municipality, the conveyances contemplated hereby are not subject to any realty transfer fees pursuant to N.J.S.A. 46:15-10(b), and, as such, should the Clerk/Register of Deeds refuse to accept for recording any or all of the Deed, the Subdivision Deed, absent payment of a realty transfer fee, the Wagners shall pay 100% of any such realty transfer fee given that same is customarily and by statute assessed to sellers.

3.7 Possession. Possession of the Property shall be delivered to the Wagners at the Closing.

3.8 Closing Date and Closing Documents. The Wagners and the Township acknowledge and agree that any and all documents to be delivered at or as of Closing shall be dated as of the date of Closing, and, if necessary, any and all such documents that have been delivered undated, incorrectly dated or with incomplete dates may be dated, corrected or completed with the date of the Closing by the Wagners or the Wagners's title agent, either by completing any blanks or correcting any dates. The Township hereby authorizes the Wagners and the Wagners's title agent to make any necessary completion and correction, as applicable, to conform the dates of such documents as aforesaid. The provisions of this Section 3.8 shall survive the Closing and delivery of the Deed and the to the Wagners

ARTICLE 4 **REPRESENTATIONS AND WARRANTIES**

4.1 The Township's Representations and Warranties. For the purpose of inducing the Wagners to enter into this Agreement and to consummate the sale and purchase of the Property, and the Temporary Construction Easement in accordance herewith, the Township represents and warrants to the Wagners the following (collectively, the "Township's Representations") as of the date hereof and as of the Closing Date:

4.1.1 The Township is validly existing and in good standing under the laws of the State of New Jersey; and, has the power and authority to sell and convey the Property, and the Temporary Construction Easement, and to execute the documents to be executed by the Township and prior to date hereof has taken all actions required for the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby this, and the time . The compliance with or fulfillment of the terms and conditions hereof will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any contract to which the Township is a party or by which the Township is otherwise bound, which conflict, breach or default would have a material adverse affect on the Township's ability to consummate the transaction contemplated by this Agreement or on the Property;

4.1.2 The Township is not a "foreign person," as that term is used and defined in the Internal Revenue Code, Section 1445, as amended;

4.1.3 Except for (a) the Action, or (b) any matter covered by the Township's current insurance policy(ies), to the Township's knowledge, there are no material actions, proceedings, litigation or governmental investigations or condemnation actions either pending or threatened in writing against the Servient Estate or the Property which will adversely impact the Township's ability to convey the Property, and the Temporary Construction Easement;

4.2 Buyer's Representations. For the purpose of inducing the Township to enter into this Agreement and to consummate the sale of the Property, the Wagners make the following representations and warranties to the Township. As a condition to Township's obligation to close title hereunder, all of the following representations and warranties by the Wagners shall be true, correct and complete in all material respects on and as of the date hereof and on and as of the Closing Date as if made on the Closing Date:

4.2.1 The Wagners have the legal right, power and authority to execute and deliver this Agreement and all other documents executed and delivered or to be executed and delivered in connection herewith and to perform all of its obligations hereunder and thereunder. The execution and delivery of this Agreement and all such other documents and the performance by the Wagners of their obligations hereunder and thereunder will not conflict with, or result in a breach of any law, regulation, order, judgment, writ, injunction or decree of any court or governmental authority having jurisdiction over the Wagners, or any agreement or instrument to which the Wagners are a party or by which it is bound.

4.2.2 This Agreement has been duly executed and delivered by the Wagners and is a legal, valid and binding obligation of the Wagners and enforceable against the Wagners in accordance with the terms hereof. No approval, consent, order or authorization of, or designation, registration or declaration with, any governmental authority is required in connection with the valid execution, delivery and performance of this Agreement by the Wagners. The Wagners have not committed any act of bankruptcy or insolvency.

4.2.3 There is no litigation or proceeding pending or, to the Wagners knowledge, threatened which would prevent the Wagners from complying with any of its obligations under this Agreement.

ARTICLE 5 EMINENT DOMAIN

5.1 **Eminent Domain**. In the event that, at the time of Closing, any portion of the Property is (or previously has been) acquired, or is about to be acquired, by any governmental agency (other than the Township) by the powers of eminent domain or transfer in lieu thereof (or in the event that at such time there is any notice of any such acquisition or intent to acquire by any such governmental agency), the Wagners shall have the right, at the Wagners' option, to terminate this Agreement by giving written notice within 10 days after the Wagners' receipt from the Township of notice of the occurrence of such event. If Buyer fails to terminate this Agreement within such 10-day period, this transaction shall be closed in accordance with the terms of this Agreement for the full Purchase Price and Buyer shall receive the full benefit of any condemnation award.

ARTICLE 6 FORBEARANCE/RELEASES

6.1 **Forbearance Regarding the Fee Motion**. The Wagners agree to forbear from further prosecution of the Fee Application between now and the Closing or sooner termination of this Agreement. Promptly following full execution hereof, the Wagners shall request that the Court continue any further consideration of the Fee Motion indefinitely, pending Closing or the earlier termination of this Agreement.

6.2 **Conditional Reciprocal Release**. If, but only if, the Closing occurs, and subject to the exceptions hereinafter provided in consideration of delivery and conveyance of each of the items called for under Section 3.3 and 3.4 hereof, each of the Parties, on behalf of themselves and each of their directors, officers, shareholders, principals, members, partners, affiliates, controlling persons, employees, agents, administrators, heirs, executors, representatives, successors, assigns,

lenders, advisors and legal counsel, as applicable, and their respective successors-in-interest, and each and every one of them, do hereby forever, fully, finally and completely waive, remise, release and discharge the other Parties hereto and their respective directors, officers, shareholders, principals, members, partners, affiliates, controlling persons, employees, agents, administrators, representatives, successors, assigns, advisors and legal counsel, as applicable, and their respective successors-in-interest, and each and every one of them, of and from any and all manner of actions, causes of action, suits, debts, expenses, bills, liens, liabilities, dues, accounts, bonds, sums of money, reckonings, covenants, promises, contracts, agreements, damages, judgments, executions, claims and demands whatsoever (collectively, "**Claims**"), whether in law or in equity, known or unknown, actual or prospective, arising or accruing from the beginning of the world to the date hereof whether asserted or unasserted. If, however, the Closing does not occur, the release set forth in this paragraph shall be deemed null and void. As such, the parties acknowledge and agree that thereafter, all parties shall be placed in the position they were in prior to the execution of this Agreement, and may continue to pursue any pending claims or any other claims they may have against any other party and shall in no way be limited by the terms of this Agreement, nor limited to bringing an action seeking to enforce the terms of the Agreement. Notwithstanding the foregoing, even should Closing occur, the term Claims shall not be construed to include any claim arising the breach of any provision of this Agreement expressly intended to survive closing, nor to any claims arising from any instrument conveyed hereunder (e.g. the Privacy Buffer Easement with Restrictive Covenants or the Temporary Construction Easement).

ARTICLE 7 DEFAULT/REMEDIES

7.1 Township Default. If Township (i) defaults on its obligations to close on the sale of the Property and the Temporary Construction Easement on the Closing Date, or (ii) prior to the Closing defaults on its covenants or obligations under this Agreement and such default continues for more than 10 days after written notice from the Wagners, then, at the Wagnerse's election Buyer may either (a) terminate this Agreement, in which event the parties shall be returned to their same respective positions as if this Agreement had never been entered into, and/or (b) seek specific performance of the Township's obligation to close on the sale of the Property, and the Temporary Construction Easement pursuant to this Agreement; and/or (c) pursue any other remedy available at law or in equity.

7.2 Wagner Default. If the Wagners fail to appear for a duly noticed closing, or default in the performance of any other covenant or obligations contained herein for more than ten days after written notice from the Township, (a) the Wagners shall be deemed to have waived their right to contest the amount of just compensation for the taking of the Servient Estate as alleged by the Township in the Verified Complaint filed in the Condemnation Action (i.e. \$90,000)(but not for the Wagners' Easement should the Township later seek to acquire same), but reserve the right to seek an allocation hearing as relates to the allocation of such award; and (b) the Township may pursue any and all remedies available to it at law or in equity.

**ARTICLE 8
MISCELLANEOUS**

8.1 Binding Effect of Agreement. This Agreement shall not be binding on either party until executed by both the Wagners and the Township.

8.2 Exhibits and Schedules. All Exhibits and Schedules, whether or not annexed hereto, are a part of this Agreement for all purposes.

8.3 Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

8.4 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

8.5 Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by certified or registered mail, return receipt requested. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each party shall be entitled to change its address for notices from time to time by delivering to the other party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth following its name below:

To the Wagners: James M. Wagner
 Robin G. Wagner
 4742 Essex Drive
 Doylestown, PA 18902

With a copy to: Mark S. Haltzman,, Esq.
 Silverang, Donohoe, Rosenzweig & Haltzman, LLC
 595 E. Lancaster Ave, Suite 203
 St. Davids, PA 19087

To The Township: Lynda J. Wells, Clerk
 Township of Long Beach
 6805 Long Beach Blvd.
 Brant Beach, NJ 08008

with copy to: Paul V., Fernicola, Esq.
Paul V. Fernicola & Associates, LLC
219 Broad Street
Red Bank, N.J. 07701

8.6 Governing Law and Venue. The laws of the State of New Jersey shall govern the validity, construction, enforcement, and interpretation of this Agreement, unless otherwise specified herein except for the conflict of laws provisions thereof. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in a court of competent jurisdiction in the state in which the Property is situated, and the parties hereto expressly consent to the venue and jurisdiction of such court. In the event a party is forced to institute litigation to enforce any of its rights or another parties obligations hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses incurred therewith, including, but not limited to its attorneys' fees as actually incurred.

8.7 Entire Agreement. This Agreement embodies the entire Agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral.

8.8 Amendments. This Agreement shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written contract executed by all of the parties.

8.9 Severability. In the event that any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.

8.10 Multiple Counterparts/Facsimile Signatures. This Agreement may be executed in a number of identical counterparts. This Agreement may be executed by facsimile signatures or electronic delivery of signatures which shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

8.11 Construction. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.

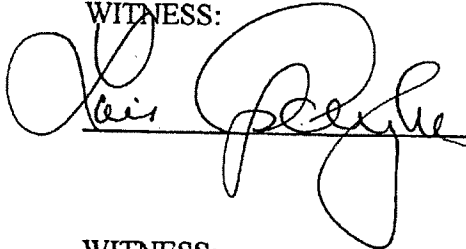
8.12 Waiver. No delay or omission to exercise any right or power accruing upon any default, omission, or failure of performance hereunder shall impair any right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing and all waivers must be in writing and signed by the waiving party.

8.13 Further Assurances. The Parties hereby agree to perform such further acts including, without limitation, the execution of such instruments, documents and certificates as may be reasonably necessary or appropriate to further effect the terms of this Agreement.

8.14 Construction. This Agreement may have been drafted by counsel for one Party as a matter of convenience only and shall not be construed for or against any Party on account thereof, but shall be construed according to its plain meaning and in light of the fact that counsel for all Parties has reviewed the Agreement substantively and has had the opportunity to seek desired changes as required in their independent judgment.

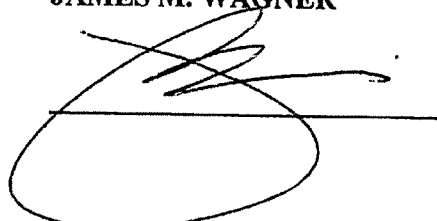
IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement voluntarily as of the day and year first written above.

WITNESS:



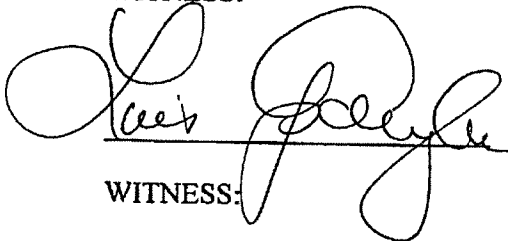
A handwritten signature in cursive script, appearing to read "Linda J. Wells", written over a horizontal line.

JAMES M. WAGNER



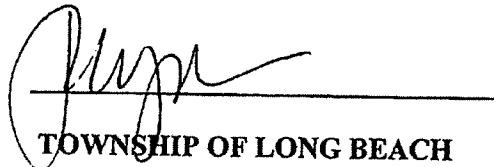
A handwritten signature in cursive script, appearing to read "James M. Wagner", written over a horizontal line.

WITNESS:



A handwritten signature in cursive script, appearing to read "Linda J. Wells", written over a horizontal line.

ROBIN G. WAGNER



A handwritten signature in cursive script, appearing to read "Robin G. Wagner", written over a horizontal line.

WITNESS:

TOWNSHIP OF LONG BEACH

Lynda J. Wells, Municipal Clerk

By: _____
Joseph H. Mancini, Mayor

8.13 Further Assurances. The Parties hereby agree to perform such further acts including, without limitation, the execution of such instruments, documents and certificates as may be reasonably necessary or appropriate to further effect the terms of this Agreement.

8.14 Construction. This Agreement may have been drafted by counsel for one Party as a matter of convenience only and shall not be construed for or against any Party on account thereof, but shall be construed according to its plain meaning and in light of the fact that counsel for all Parties has reviewed the Agreement substantively and has had the opportunity to seek desired changes as required in their independent judgment.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement voluntarily as of the day and year first written above.

WITNESS:

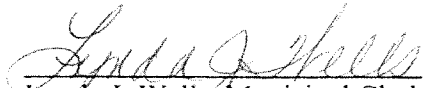
JAMES M. WAGNER

WITNESS:

ROBIN G. WAGNER

WITNESS:

TOWNSHIP OF LONG BEACH


Lynda J. Wells, Municipal Clerk

By: 
Joseph H. Mancini, Mayor

EXHIBIT A
[LEGAL DESCRIPTION OF PROPERTY]

EXHIBIT B
[Subdivision Plan]

EXHIBIT C
[LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT]

EXHIBIT D
[SURVEY OF TEMPORARY CONSTRUCTION EASEMENT]

EXHIBIT E

Record and Return to:
William C. Katz, Esq.
Silverang, Donohoe,
Rosenzweig and Haltzman, LLC
595 E. Lancaster Ave., Suite 203
St. Davids, PA 19087

Prepared By:

William C. Katz, Esq.

DEED OF SUBDIVISION, CONVEYANCE AND MERGER

This Deed is made on this ____ day of _____, 2016

BETWEEN **THE TOWNSHIP OF LONG BEACH**, a municipal corporation of the State of New Jersey with principal offices located at 6805 Long Beach Boulevard, Brant Beach, NJ 08008 (the "Grantor"),

AND **JAMES M. WAGNER AND ROBIN G. WAGNER**, husband and wife, with a mailing address of 4742 Essex Drive, Doylestown, PA 18902 (the "Grantee").

TRANSFER OF TITLE. The Grantor does hereby grant and convey the property described below to the Grantee.

CONSIDERATION. This transfer of ownership is made for the sum and consideration of One Dollar (\$1.00). The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. A portion of the property located in the Township of Long Beach formerly shown on the official tax map of the Township of Long Beach as part of Lots 1.06 and 1.07 in Block 11.04, which, pursuant to a minor subdivision approval granted by the Land Use Board of the Township of Long Beach on _____ (the "Subdivision Approval"), 2016 is now to be added to and hereinafter shown on the official tax map of the Township of Long Beach as a portion of Lots 1.04 and 1.05 in Block 11.04, and further depicted on the subdivision plat recorded of even date herewith as instrument number _____ in book _____, page _____ as being an addition to Lots 1.04 and 1.05.

PROPERTY DESCRIPTION. All that certain plot, piece or parcel of land situate, lying and being in the Township of Long Beach, County of Ocean, State of New Jersey being formerly a portion of Lots 1.06 and 1.07 in Block 11.04 as shown on the official tax map of the Township of Long Beach, which, pursuant to a minor subdivision approval granted by the Land Use Board of the Township of Long Beach on _____, 2016 is being merged with and shall now be deemed a part of the property shown on the official tax map of the Township of Long Beach as a portion of Lots 1.04 and 1.05 in Block 11.04, and as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, and as depicted on the subdivision plat recorded of even date herewith as instrument number _____ in book _____, page _____ as being an addition to Lots 1.04 and 1.05.

BEING A PORTION OF THE SAME LAND AND PREMISES, conveyed to the within grantor by an Amended Declaration of Taking recorded on _____ in the Ocean County Clerk's Office in Deed Book _____, Page _____.

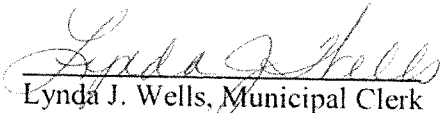
PURPOSE. The purpose of this deed is to perfect the subdivision for which the Subdivision Approval was granted, to convey the subdivided Property to the Grantee, and to merge such Property with the Grantee's existing adjacent parcel. The Grantee's merged lot is as more fully described on Exhibit B attached hereto and incorporated herein by reference.

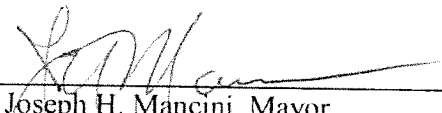
PROMISES BY GRANTOR. The Grantor promises and warrants that Grantor, by acts of the Grantor, has not encumbered the property. This promise means that the Grantor has not allowed anyone else to obtain any legal right which would affect the property being transferred (such as a mortgage or entering a judgment against the Grantor).

SIGNATURES. The Grantor signs this Deed as of date first above written.

WITNESS:

TOWNSHIP OF LONG BEACH


Lynda J. Wells, Municipal Clerk

By: 
Joseph H. Mancini, Mayor

Accepted by Grantee and to perfect the merger:

WITNESS:

GRANTEE:
JAMES M. WAGNER

WITNESS:

ROBIN G. WAGNER

STATE OF NEW JERSEY:
COUNTY OF OCEAN: ss

I CERTIFY that on this 25 day of August 2016, Joseph H. Mancini personally came before me and acknowledged under oath, to my satisfaction, that he:

- (a) is the Mayor of the Township of Long Beach and personally signed this Deed in such capacity;
- (b) signed, sealed and delivered this Deed as the free act and deed of said Township of Long Beach having been first duly authorized to do so; and
- (c) the full and actual consideration paid or to be paid for the transfer of title as defined by N.J..S.A.46:15-5, is \$20,000.00.

Gabrielle Albert
 _____, Notary Public, State of New Jersey
 My commission expires: _____
 ID #50004767
 MY COMMISSION EXPIRES OCTOBER 17, 2019

STATE OF NEW JERSEY:
COUNTY OF OCEAN: ss

I CERTIFY that on this ____ day of _____ 2016, James M. Wagner and Robin G. Wagner personally came before me and acknowledged under oath, to my satisfaction, that they:

- (a) are husband and wife named as Grantee's in the foregoing deed, and personally signed this Deed in such capacity so as to perfect the merger of the Property conveyed hereby with their adjacent property; and
- (b) signed, sealed and delivered this Deed as their free act and deed.

 _____, Notary Public
 My commission expires: _____

EXHIBIT G

Record and Return to:
William C. Katz, Esq.
Silverang, Donohoe,
Rosenzweig and Haltzman, LLC
595 E. Lancaster Ave., Suite 203
St. Davids, PA 19087

Prepared By:

William C. Katz, Esq.

DEED OF TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF TEMPORARY CONSTRUCTION EASEMENT is made this _____ day of July, 2016 of July, 2016 by **THE TOWNSHIP OF LONG BEACH**, a municipal corporation of the State of New Jersey with principal offices located at 6805 Long Beach Boulevard, Brant Beach, NJ 08008 (the "Grantor").

IN FAVOR OF JAMES M. WAGNER AND ROBIN G. WAGNER, husband and wife, with a mailing address of 4742 Essex Drive, Doylestown, PA 18902 (the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of land which land is designated Lot 1.06 in Block 11.04 on the Tax Map of Township of Long Beach, County of Ocean, State of New Jersey ("Grantor's Property"), as more particularly described on Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, Grantee is the owner of land which land is designated as Lot 1.04 and Lot 1.05 in Block 11.04 on the Tax Map of Township of Long Beach, County of Ocean, State of New Jersey ("Grantee's Property"), which is adjacent to Grantor's Property;

WHEREAS, it is necessary for the Grantee to obtain access to Grantor's Property to perform and facilitate certain activities related to the removal of lighting equipment, audio equipment, and irrigation equipment, as well as wiring and piping ancillary thereto owned by Grantee but presently existing on and under Grantor's Property (the "Removed Equipment")(the "Project"); and

WHEREAS, in connection with Project being undertaken by Grantee, Grantee has requested that Grantor convey a Temporary Construction Easement (hereinafter defined) over, on and across the Grantor's Property.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, Grantor does

hereby give, grant, convey and assign unto Grantee, its successors, assigns, agents, contractors, engineers, consultants and/or designees, an easement on, over and to the property contained within the Temporary Construction Easement Area as described hereinbelow on Grantor's Property, upon the following terms and conditions.

1. **Temporary Construction Easement Area.** Said Temporary Construction Easement Area shall consist of all of that portion of Grantor's Property which is more particularly described in the metes and bounds description annexed hereto as Exhibit A.

2. **Purpose of Temporary Construction Easement.**

(a) This Temporary Construction Easement shall convey to Grantee, its successors, assigns, agents, contractors, engineers, consultants and/or designees, as the case may be, on foot, the right to enter and re-enter the Temporary Construction Easement Area for the purpose of carrying out the Project across, over, under and through the Temporary Construction Easement Area.

(b) The rights granted herein shall include the right to enter and re-enter the Temporary Construction Easement Area without notice to Grantor.

(c) Said Temporary Construction Easement shall further include the right to remove any trees, bushes, shrubs, undergrowth and/or any other obstructions interfering with the carrying out of the purposes as described herein.

(c) Said Temporary Construction Easement shall further require the Grantee to restore to substantially the same condition that prevailed before said temporary use began; provided, however, that this restoration clause specifically excludes replacement of trees, shrubs or flowering plants, and, of course, the removed equipment. For purposes hereof, the land shall be deemed restored if any holes or trenches dug in order to remove piping and/or wires are filled.

(d) Grantor hereby reserves the right to use the lands contained in the Temporary Construction Easement in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted herein.

3. **Duration of Easement and Assignment of Rights.** The Temporary Construction Easement shall commence upon the Grantor's receipt of written notification from the Grantee that it intends to commence the Project, and shall remain in effect for 6 months, or until such use is no longer required as determined by Grantee.

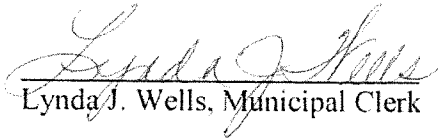
4. **Property of Grantee.** It is expressly understood and agreed that all tools, equipment, , improvements placed upon the said lands conveyed by this instrument shall remain the property of the Grantee, its successors and assigns, employees, agents, contractors and/or designees, as the case may be, and must be removed by the Grantee, its successors and assigns, its agents, contractors, engineers, consultants and/or designees, as the case may be, within a reasonable period after the construction contemplated by this instrument is completed.

6. **Binding Effect.** By acceptance of this instrument, Grantor and Grantee agree to abide by the terms and conditions herein, and the provisions of this instrument shall inure to the benefit of and be binding upon the respective parties hereto and their heirs, executors, administrators, successors, and assigns. The rights granted hereunder may be assigned and transferred by Grantee

7. **Severability.** If any of the provisions of the Temporary Construction Easement shall be deemed invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Temporary Construction Easement, but rather the entire Temporary Construction Easement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Grantor and Grantee shall be construed and enforced accordingly. Grantee assumes no responsibility or liability for any condition which may be disclosed by the entry onto the lands and interests being conveyed herein.

IN WITNESS WHEREOF, Grantor has executed, and Grantee has accepted, this Deed of Temporary Construction Easement the day and year first above written.

WITNESS:


Lynda J. Wells, Municipal Clerk

GRANTOR:
TOWNSHIP OF LONG BEACH

By: 
Joseph H. Mancini, Mayor

WITNESS:

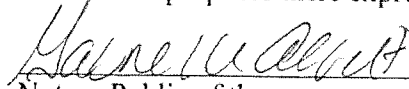
ACCEPTED BY THE GRANTEE:
JAMES M. WAGNER

WITNESS:

ROBIN G. WAGNER

STATE OF NEW JERSEY :
: SS
COUNTY OF OCEAN :

BE IT KNOWN, that on the 25 day of August, 2016, before the subscriber, a Notary Public of the State of New Jersey, personally appeared Joseph H. Mancini,, the Mayor of the Township of Long Beach, who is, I am satisfied, the authorized representative of the Grantor mentioned in the foregoing Easement, and the contents thereof being by me first made known to him, he did thereupon acknowledge that he signed and delivered the same as his voluntary act and deed on behalf of the Grantor for the uses and purposes there expressed.


Notary Public of the
State of New Jersey

GABRIELLE A. ALBERT
Notary Public, State of New Jersey
ID #50004767
MY COMMISSION EXPIRES OCTOBER 17, 2019

STATE OF NEW JERSEY :
: SS
COUNTY OF OCEAN :

BE IT KNOWN, that on the ____ day of _____, 2016, before the subscriber, a Notary Public of the State of New Jersey, personally appeared James M. Wagner and Robin G. Wagner, the Grantees mentioned in the foregoing Easement, and the contents thereof being by me first made known to them, they did thereupon acknowledge that they signed and delivered the same as their voluntary act and deed on behalf of the Grantee for the uses and purposes there expressed.

Notary Public of the
State of New Jersey

NOTICE OF HEARING

PLEASE TAKE NOTICE that James Wagner has made application to the Long Beach Township Land Use Board for approval of a minor subdivision for property located at 10512 Long Beach Boulevard, Long Beach Township, Ocean County, New Jersey also known as Lots 1.04, 1.05, 1.06 and 1.07, Block 11.04 on the Long Beach Township Tax Map.

Applicants are requesting the following variances and design waivers: None.

Applicants will seek any other variances and/or waivers that may be required by the Long Beach Township Land Use Board at the time that this matter is being heard at time of the Public Hearing.

This matter is on the Clerk's Docket and a hearing has been ordered for _____, 2023 at 7:00 PM in the Administration Building, First Floor Court Room, 6805 Long Beach Boulevard, Brant Beach, NJ, at which time persons interested may appear personally or by agent or attorney with a properly authorized power of attorney. Please note that this is an in person meeting only. There will be no virtual component.

Should the meeting format change, the Township website will be updated with necessary information up to and including the date of the meeting. You will not receive notice of a meeting format change. It is up to you to check the Township website or call the Township (609.361.6653) during normal business hours on the day of the hearing for any change from in person to virtual meeting.

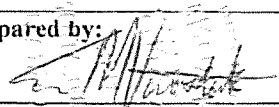
Documents are available for inspection at the Land Use Board Office, 6805 Long Beach Boulevard, Brant Beach, New Jersey during normal business hours Monday through Friday 9:00 a.m. to 3:00p.m.



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND USE REGULATION
 Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420
 Telephone: (609) 777-0454 or Fax: (609) 777-3656
 www.state.nj.us/dep/landuse

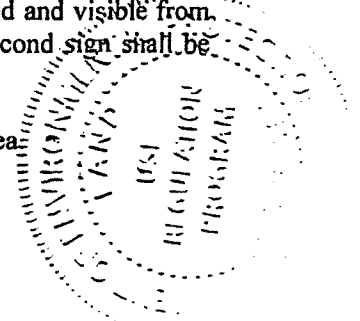


PERMIT

In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.		Approval Date AUG 05 2019
		Expiration Date AUG 04 2024
Permit Number(s): 1517-12-0020.1 CAF180001	Type of Approval(s): CAFRA Individual Permit	Enabling Statute(s): NJSA 13:19-1 et seq. CAFRA
Permittee: Joseph Mancini, Mayor Long Beach Township 6805 Long Beach Boulevard Long Beach Township, NJ 08008	Site Location: Block(s) & Lot(s): [11.04, 1.06] [11.04, 1.07] Municipality: Long Beach Township County: Ocean	
Description of Authorized Activities: This permit authorizes the construction of a waterfront park consisting of a kayak launch, a 3-space parking lot with kayak drop-off, a 7-space clamshell parking lot, picnic tables, benches, walking trails and sidewalks as shown on the plans referenced on the last page of this permit. This permit is authorized under and in compliance with the Rules on Coastal Zone Management, N.J.A.C. 7:7-1.1 et seq., as amended through March 6, 2019. The Director of the Division of Land Use Regulation hereby finds the applicable findings as required by Section 10 of the CAFRA statute (N.J.S.A. 13:19-1 et seq.) and the Coastal Zone Management Rules have been met to the satisfaction of the Division of Land Use Regulation. The issuance of this permit is contingent upon compliance with the conditions below and failure to comply with any or all conditions may result in appropriate enforcement action and revocation of this permit. In accordance with a Settlement Agreement (DLUR File No. 1517-12-0020.1 NEA180001), dated 10/25/2018, the activities authorized under this permit shall be constructed within 6 months of the date of this permit. Said amenities shall be maintained and remain in perpetuity, and any changes to same shall require authorization from the Department.		
Prepared by:  <hr/> Eric Virostek	Received and/or Recorded by County Clerk:	
If the permittee undertakes any regulated activity authorized under a permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the permit and all conditions therein.		
This permit is not valid unless authorizing signature appears on the last page.		

SPECIAL CONDITIONS:

1. The permittee shall notify the Department in writing within five working days prior to commencement of operation of a CAFRA individual permit. At this time, the permittee shall certify that all conditions of the permit that must be met prior to operation of the development have been met.
2. All foundations, slabs, footings and walls of the proposed structure/s shall be designed to resist uplift, flotation, collapse and displacement due to hydrostatic and hydrodynamic forces resulting from flooding up to an elevation of 10.0 feet NAVD'88. Furthermore, all structural components shall be designed to resist the same forces.
3. The Department has approved this permit because the project satisfies the requirements of the Flood Hazard Area Control Act Rules and Coastal Rules. The Department has not reviewed the proposed structure/s to determine compliance with the International Building Code or any other local construction codes or flood ordinances. The proposed building/s may therefore not fully comply with any such requirements. Please contact your municipal construction official for further information.
4. The use of plastic under newly landscaped or gravel areas is prohibited. All sub gravel liners must be made of filter cloth or other permeable material.
5. No construction activities may occur waterward of the footprint of development or waterward of the Spring High Tide Line.
6. A conservation restriction for public access and vegetative cover shall be recorded for this site in accordance with the requirements and timelines outlined within the Settlement Agreement (DLUR File # 1517-12-0020.1 NEA180001), specifically paragraphs 22-24, using the template provided by the Department. The draft conservation restriction, required metes and bounds of the restricted area, and approved plan shall be submitted the Department for review and approval prior to filing. Upon Department approval, the conservation restriction, approved plan and metes and bounds description with shall be recorded with the Office of the Ocean County Clerk and proof of recordation provided to the Department within 30 days thereafter.
7. In accordance with the Settlement Agreement (DLUR File No. 1517-12-0020.1 NEA180001), dated 10/25/2018, the activities authorized under this permit shall be constructed within 6 months of the date of this permit. Said amenities shall be maintained and remain in perpetuity, and any changes to same shall require authorization from the Department.
8. A minimum of 2 Department approved public access to the waterfront signs are required to be posted at the park, and maintained in perpetuity. The first sign shall be located and visible from Long Beach Boulevard, at the entrance to the clam shell parking lot. The second sign shall be posted adjacent to the parking spaces/kayak drop off area.
9. This permit does not authorize any reduction of the Conservation Easement Area



STANDARD CONDITIONS:

1. The issuance of a permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit.
2. The issuance of a permit does not convey any property rights or any exclusive privilege.
3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.
4. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District having jurisdiction over the site.
5. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.
6. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (Warn DEP Hotline) of any noncompliance that may endanger the public health, safety, and welfare, or the environment. In addition, the permittee shall inform the Division of Land Use Regulation by telephone at (609) 777-0454 of any other noncompliance within two working days of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter. The written notice shall include:
 - a. A description of the noncompliance and its cause;
 - b. The period of noncompliance, including exact dates and times;
 - c. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and
 - d. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
7. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.
8. The permittee shall employ appropriate measures to minimize noise where necessary during construction, as specified in N.J.S.A. 13:1G-1 et seq. and N.J.A.C. 7:29.
9. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.
10. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
11. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:

- a. Enter upon the permittee's premises where a regulated activity is located or conducted, or where records must be kept under the conditions of the permit;
 - b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit; and
 - c. Inspect at reasonable times any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action.
12. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action under, as well as, in the appropriate case, suspension and/or termination of the permit.
 13. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect so long as the regulated activity or project, or any portion thereof, is in existence, unless the permit is modified.
 14. For Coastal Permits, Flood Hazard Permits and Flood Hazard Verifications, the permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee, unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to the Division of Land Use Regulation at the address set forth in the rules.
 15. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.
 16. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.
 17. A permit shall be transferred to another person only in accordance with the regulations.
 18. A permit can be suspended or terminated by the Department for cause.
 19. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.
 20. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.
 21. The permittee shall submit written notification to the Bureau of Coastal and Land Use Compliance and Enforcement, 401 East State Street, 4th Floor, P.O. Box 420, Mail Code 401-04C, Trenton, NJ 08625, at least three working days prior to the commencement of regulated activities.

22. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris, or structures within or adjacent to the channel while the regulated activity(ies) is being undertaken. Upon completion of the regulated activity(ies), the permittee shall remove and dispose of in a lawful manner, all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
23. The regulated activity shall not destroy, jeopardize, or adversely modify a present or documented habitat for threatened or endangered species, and shall not jeopardize the continued existence of any local population of a threatened or endangered species.

APPROVED PLANS:

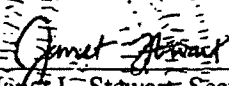
The drawings hereby approved are two (2) sheets prepared by Owen, Little & Associates, Inc., dated 2/10/2017, last revised on 12/13/2018, unless otherwise noted, entitled:

“CONCEPT PLAN FOR HIDEAWAY BAY PARK (PERMIT PLANS), LOTS 1.06 & 1.07, BLOCK 11.04, TOWNSHIP OF LONG BEACH, OCEAN COUNTY, NEW JERSEY”

In accordance with the applicable regulations, any person who is aggrieved by this decision or any of the conditions of this permit may request an adjudicatory hearing within 30 calendar days after public notice of the decision is published in the DEP Bulletin. This request must include a completed copy of the Adjudicatory Hearing Request form. The DEP Bulletin is available through the Department's website at <http://www.nj.gov/dep/bulletin> and the form is available through the Division's website at http://www.nj.gov/dep/landuse/download/lur_024.pdf. In addition to requesting a hearing, a request may be filed with the Department's Office of Dispute Resolution to determine whether the matter is suitable for mediation. Information concerning the dispute resolution process is available at www.nj.gov/dep/odr.

If you need clarification on any section of this permit or conditions, please contact the Division of Land Use Regulation's Technical Support Call Center at (609) 777-0454.

Approved By:

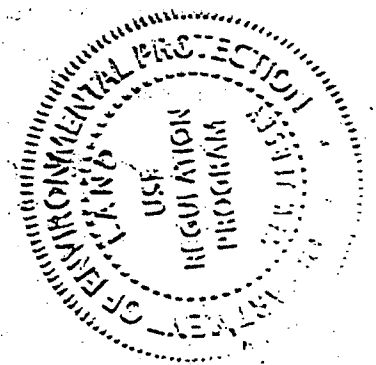


Janet L. Stewart, Section Chief
Division of Land Use Regulation

8/5/19

Date

Original sent to Agent to record
c: Permittee
Construction Official



Joshua Beldner

From: Adinda Balcomb <abalcomb@longbeachtownship.com>
Sent: Tuesday, February 14, 2023 1:21 PM
To: Joshua Beldner
Subject: FW: Certified List of Property Owners

Good Afternoon Joshua,

The fee for the certified list is \$10. Please attach a letter stating the block/lot and address and the reason you need it (DEP, Variance, Land Use) and mail it to:

Long Beach Township
Tax Assessor Office
6805 Long Beach Blvd
Brant Beach NJ
08008

Thank you,

Adinda Balcomb

Clerk - Tax Assessor's Office
abalcomb@longbeachtownship.com
(609) 361-6658

From: Tax Assessor <assessor@longbeachtownship.com>
Sent: Tuesday, February 14, 2023 12:08 PM
To: Adinda Balcomb <abalcomb@longbeachtownship.com>
Subject: FW: Certified List of Property Owners

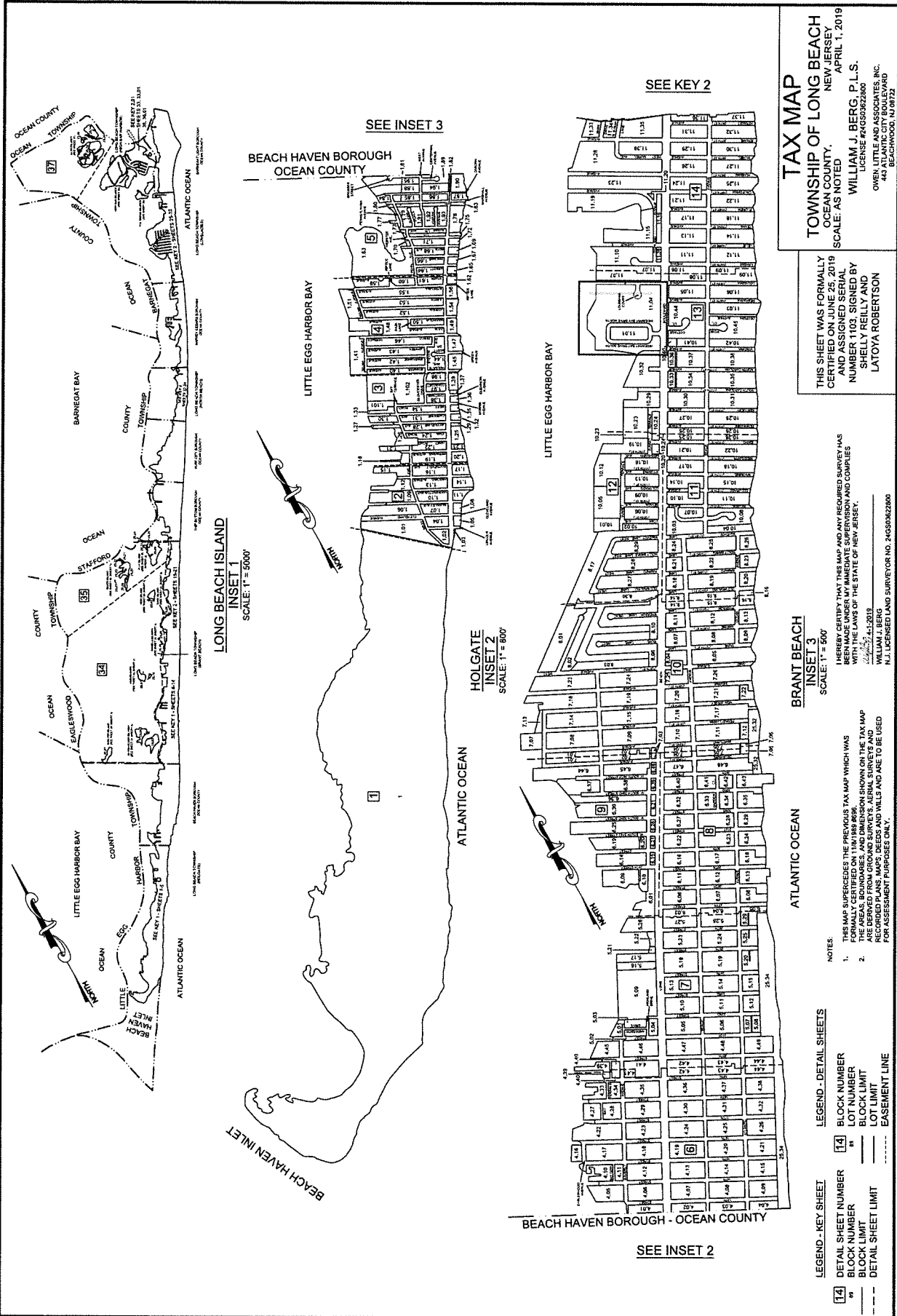
From: Joshua Beldner <JBeldner@sanddlawyers.com>
Sent: Tuesday, February 14, 2023 10:57 AM
To: Tax Assessor <assessor@longbeachtownship.com>; Kelly Vito <kvito@longbeachtownship.com>
Subject: Certified List of Property Owners

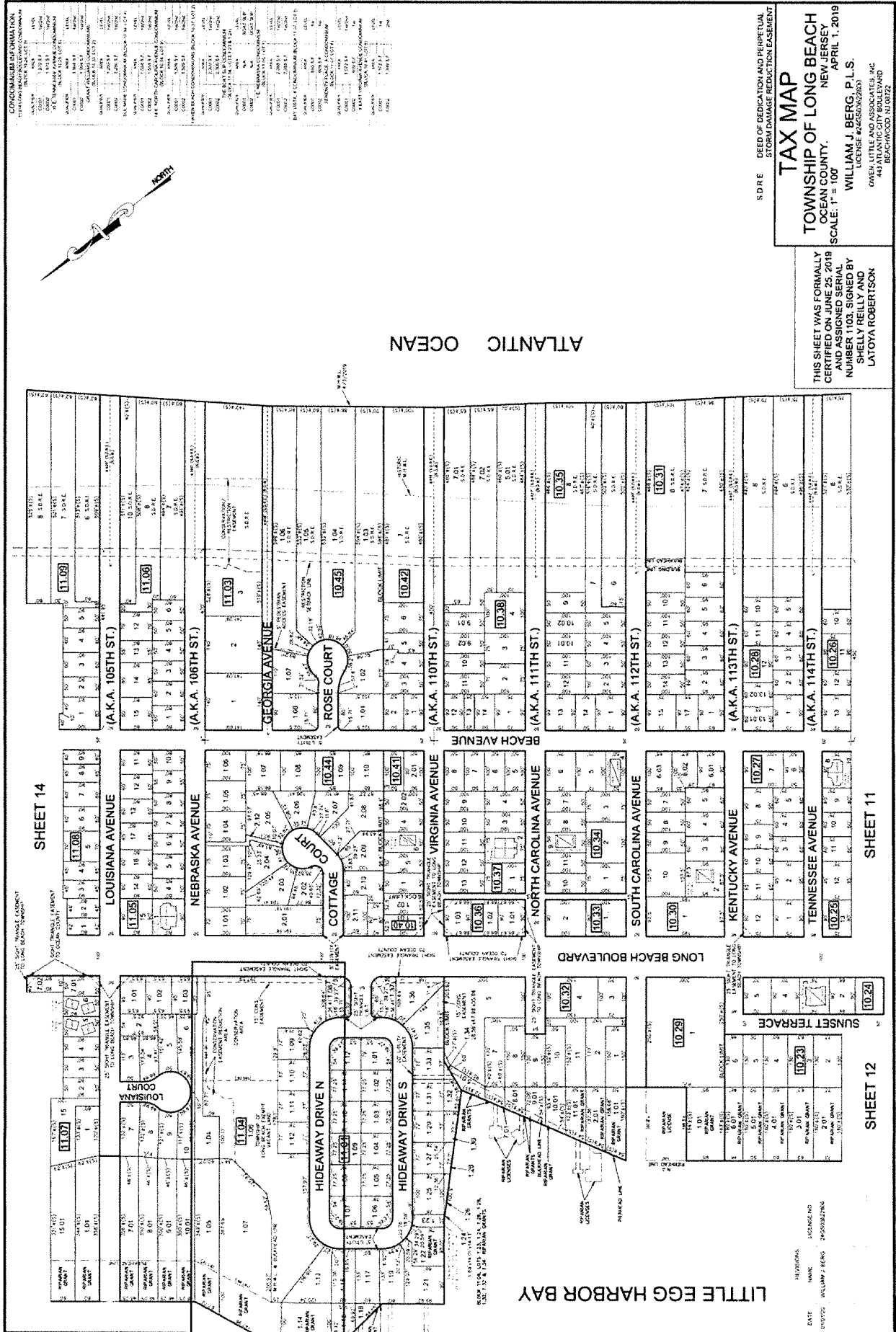
Good morning,

Will you please let me know the fee for a certified list of property owners and what information you need to process the request?

Thanks,

Josh





ATLANTIC OCEAN

S D R E DEED OF DEDICATION AND PERPETUAL STORM DAMAGE REDUCTION EASEMENT

TAX MAP

TOWNSHIP OF LONG BEACH
OCEAN COUNTY, NEW JERSEY
APRIL 1, 2019

WILLIAM J. BERG, P.L.S.
LICENSE #2800280280
ONE MILLIKEN DRIVE, SUITE 100
BEACHWOOD, NJ 08002

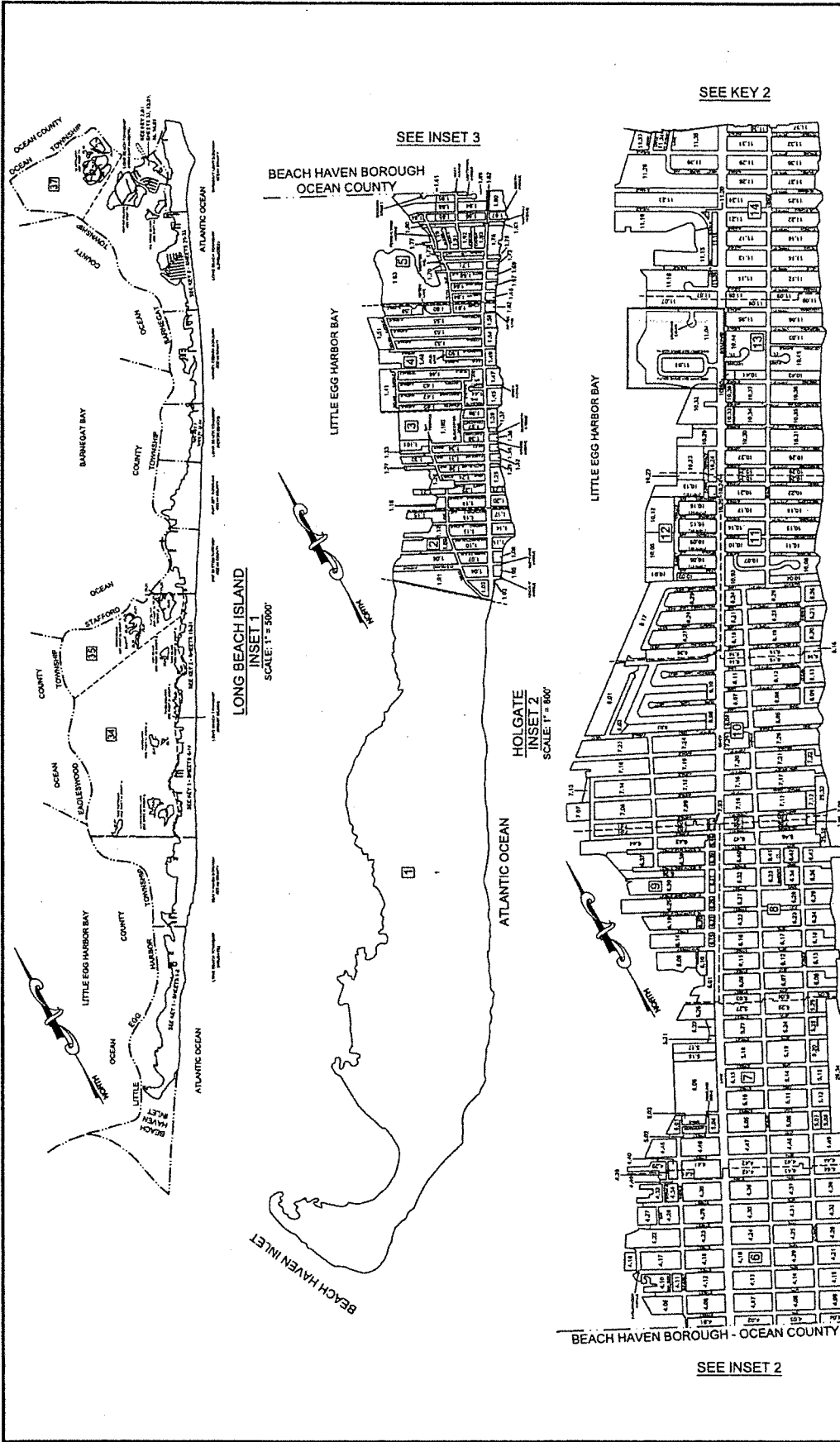
THIS SHEET WAS FORMALLY CERTIFIED ON JUNE 25, 2018 AND ASSIGNED SERIAL NUMBER 1103. SIGNED BY SHELLY REILLY AND LATOYA ROBERTSON

SHEET 14

SHEET 11

SHEET 12

DATE: _____ LICENSE NO: _____
BY: WILLIAM J. BERG, P.L.S. #2800280280



TAX MAP
TOWNSHIP OF LONG BEACH
 OCEAN COUNTY, NEW JERSEY
 SCALE: AS NOTED
 APRIL 1, 2019
 WILLIAM J. BERG, P.L.S.
 LICENSE # 250292200
 OWEN, LITTLE AND ASSOCIATES, INC.
 443 ATLANTIC CITY BOULEVARD
 BRANT BEACH, NEW JERSEY

THIS SHEET WAS FORMALLY
 CERTIFIED ON JUNE 25, 2019
 AND ASSIGNED SERIAL
 NUMBER 14 BY
 NUSHELLY REILLY AND
 LATOYA ROBERTSON

THESE MAPS WERE PREPARED BY THE
 ENGINEER IN CHARGE OF THE
 ENGINEERING DEPARTMENT OF THE
 TOWNSHIP OF LONG BEACH
 AND ARE SUBJECT TO THE
 REVISIONS AND AMENDMENTS
 WHICH MAY BE MADE FROM
 TIME TO TIME.

NOTES:
 1. THIS MAP SUPERSEDES THE PREVIOUS TAX MAP WHICH WAS
 FORMALLY CERTIFIED ON 11/11/18 AND
 2. THE LOTS SHOWN ON THIS MAP
 ARE DERIVED FROM AERIAL SURVEYS, AERIAL SURVEYS AND
 RECORDED PLANS, MAPS, DEEDS AND WALLS AND ARE TO BE USED
 FOR REFERENCE PURPOSES ONLY.

LEGEND - KEY SHEET
 [14] DETAIL SHEET NUMBER
 [13] BLOCK NUMBER
 [12] LOT NUMBER
 [11] BLOCK LIMIT
 [10] DETAIL SHEET LIMIT
 [9] EASEMENT LINE

LEGEND - DETAIL SHEETS
 [14] BLOCK NUMBER
 [13] LOT NUMBER
 [12] BLOCK LIMIT
 [11] DETAIL SHEET LIMIT
 [10] EASEMENT LINE

Long Beach Township Land Use Board

AFFIDAVIT OF OWNERSHIP, CONSENT, AUTHORIZATION, and NON-COLLUSION

STATE OF NEW JERSEY :

COUNTY OF Ocean : ss.

I, John Oliver being duly sworn according to law, upon my/our oath depose and say:

1. I/we am/are the only owner(s) of property known as 10512 Long Beach Boulevard Long Beach Township, Ocean County, New Jersey known as :

Block 11.04 Lot 1.04 & 1.05

As shown on the Official Tax Maps of the Township of Long Beach.

2. I/we consent to the making of this application and the approval of the plans submitted herewith. I/we further agree to be bound by all representations and commitments made by myself/ourselves or my/our authorized agent.

3. There has been no collusion between me/us and any member of the Township of Long Beach Land Use Board or any officials of the Township of Long Beach with respect to said application.

4. I/we hereby authorize James Wagner (Agent), to make application on my/our behalf. I further agree to be bound by all representations, promises and commitments made by my agent.

Dated: 2-14-23

Signature of Owner

John Oliver Print Name above

FRANK E KANOUR III NOTARY PUBLIC OF NEW JERSEY Commission Expires 5/16/2026 Commission # 50038391

Sworn and Subscribed to before me this 14th day of February, 2023.

Signature of Owner Print name above

Notary Public

TOWNSHIP OF LONG BEACH
 LAND USE BOARD
 TECHNICAL CHECKLIST

KEY: X= REQUIRED P= PROVIDED W= WAIVER N/R= NOT REQUIRED or APPLICABLE

DESCRIPTION	VARIANCE APPLICATION		MINOR APPLICATION		MAJOR SITE PLAN		MAJOR SUBDIVISION		CIRCLE ONE
	BULK	USE	SITE PLAN	SUBDIVISION	PRELIMINARY	FINAL	PRELIMINARY	FINAL	MUST BE COMPLETED
MAN-MADE FEATURES									
Show existing structures and setbacks from existing and proposed property lines, indicating those to be modified or removed or to remain. Show setback of structures on adjacent properties.	X	X	X	X	X	X	X	X	(P)(W)(N/R)
Location of proposed buildings, finished grade, first floor and basement elevations, setbacks of all buildings from nearest lot lines, building height and other pertinent improvements.	X	X	X	X	X	X	X	X	(P)(W)(N/R)
Building coverage and lot coverage calculations.	X	X	X		X	X			(P)(W)(N/R)
Existing and proposed easements, rights-of-way and their purposes.	X	X	X	X	X	X	X	X	(P)(W)(N/R)
Existing and proposed manholes, sewer lines, stormwater management facilities, waterlines, fire hydrants and utility poles within 200 FT.			X	X	X	X	X	X	(P)(W)(N/R)
Plans and profiles of proposed utility layouts, such as sewers, storm drains, water, gas, communications and electric, showing feasible connections to existing or proposed utility systems as well as channel section details, pipe sizes, types and inverts, road crowns and slopes.					X	X	X	X	(P)(W)(N/R)
All monumentation as required as per the "Map Filing Law" including all monuments found, set or to be set.				X			X	X	(P)(W)(N/R)

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	BULK	USE	SITE PLAN	SUBDIVISION	PRELIMINARY	FINAL	PRELIMINARY	FINAL	MUST BE COMPLETED
Offstreet parking and loading spaces required and proposed, and location and dimensions of access drives, aisles and parking stalls		X	X		X	X			(P) (W) (N/R)
STREET									
Location, names and widths of all existing and proposed streets, sidewalks and street widening within 200 FT of the site.			X	X	X	X	X	X	(P) (W) (N/R)
Plans, profiles and cross-sections of paved areas, curbs and sidewalks.			X	X	X	X	X	X	(P) (W) (N/R)
MISCELLANEOUS									
Exterior Lighting Plan, including the location, direction of illumination, amount of illumination expressed in horizontal foot candles, wattage and drawn details of all outdoor lighting standards and fixtures.			X		X	X	X	X	(P) (W) (N/R)
Landscaping and Screening Plan showing the location, type of tree or shrub and the location, type and amount of each type of ground cover.			X	X	X	X	X	X	(P) (W) (N/R) *
* Existing landscaping shown on plan.									
Storm drainage calculations.					X		X		(P) (W) (N/R)
Stormwater management facilities shown on the grading plan showing all aspects of the stormwater system.			X		X	X	X	X	(P) (W) (N/R)

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DESCRIPTION	VARIANCE APPLICATION		MINOR APPLICATION		MAJOR SITE PLAN		MAJOR SUBDIVISION		CIRCLE ONE
	BULK	USE	SITE PLAN	SUBDIVISION	PRELIMINARY	FINAL	PRELIMINARY	FINAL	MUST BE COMPLETED
Applications for new construction or additions to buildings: See Initial Checklist for number of copies to distribute of building plans showing elevations and floor areas (including dimensions) for all floors. "Multi-family units and commercial uses require sealed Architectural Plans;" Building elevation to be provided for the full height of the building from grade to roof peak. Plan scale shall be a minimum of 1/4" per foot. Building elevations shall be provided for all sides and shall be labeled North, South, East and West.	X	X							(P) (W) (N/R)
Location of all signs and drawn details showing the size, construction type, height and content of all signs.			X		X	X			(P) (W) (N/R)
Drawn details of the type of screening to be used for the refuse storage areas, outdoor equipment and bulk storage.			X		X	X			(P) (W) (N/R)