

**Riverview Title Agency, LLC**  
1073 Palisade Avenue  
Fort Lee, NJ 07024  
Telephone: (201) 849-5300 \* Fax: (201) 849-5302

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October 05, 2021

**Schenck, Price, Smith & King, LLP**  
220 Park Avenue  
PO Box 991  
Florham Park, NJ 07932

**Re: File No. RT-5764K**  
**Jersey Central Power & Light Company**  
**Lot 31 and 32 Qualifier CB in Block 39.04**

Dear Sir/Madam:

Enclosed please find our Commitment for Title Insurance in connection with the above referenced matter.

If you have any questions, please do not hesitate to call.

Thank you for this opportunity to be of service.

Sincerely,  
**RIVERVIEW TITLE AGENCY, LLC**

By:   
\_\_\_\_\_  
**JoAnne B. Lima**

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**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Old Republic National Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I—Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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**[Transaction Identification Data for reference only:]**

[Issuing Agent: Riverview Title Agency, LLC]  
[Issuing Office: 1073 Palisade Avenue, Fort Lee, NJ 07024]  
[Issuing Office's ALTA® Registry ID: ]  
[Loan ID Number: ]  
[Commitment Number: ]  
[Issuing Office File Number: RT-5764K]  
[Property Address: 218 39th Street West, Sea Isle City, NJ 08243-2004]  
[Revision Number: ]

**SCHEDULE A**

1. Commitment Date: September 15, 2021
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy  
Proposed Insured:  
Proposed Policy Amount: \$TBD
  - (b) 2006 ALTA® Loan Policy  
Proposed Insured: TBD  
Proposed Policy Amount: \$TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
Jersey Central Power & Light Company acquired title by:  
  
Deed from Sebastian M. Finocchiaro and Carol A. Finocchiaro, husband and wife, dated December 22, 2010, recorded January 18, 2011 in the Cape May County Clerk's Office in Deed Book D3442, Page 852.
5. The Land is described as follows:

**(SEE LEGAL DESCRIPTION ATTACHED HERETO)**

NOTE FOR INFORMATION: 218 39th Street West, Tax Lot 31 and 32, Qualifier CB, Tax Block 39.04, Qualifier CB in the City of Sea Isle, County of Cape May, State of New Jersey.

NOTE FOR INFORMATION ONLY: Mailing Address is 218 39th Street West, Sea Isle City, NJ 08243-2004

**RIVERVIEW TITLE AGENCY, LLC**

By:  \_\_\_\_\_  
Authorized Signatory

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**LEGAL DESCRIPTION**

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Sea Isle, County of Cape May, State of New Jersey:

Known as and designated as Unit No. B, situate in Sea Isle Sands, a condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 50% interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations easements, lien as for assessments, and other provisions as set forth in the current Master Deed of Sea Isle Sands, dated December 1, 1979 and recorded January 23, 1980 in the County Clerk's Office in Deed Book 1442, page 637, as same may now or hereafter be lawfully amended.

Tax Lot: 31 and 32, Qualifier: CB; Block: 39.04; Tax Map of the City of Sea Isle, County of Cape May, State of New Jersey

NOTE: Lot and Block shown for informational purposes only.

NOTE FOR INFORMATION ONLY: Mailing Address is 218 39th Street West, Sea Isle City, NJ 08243-2004

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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Document(s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - (a) Deed from Jersey Central Power & Light Company to TBD.
  - (b) Mortgage from TBD to TBD.
5. Pay us the premiums, fees and charges for the Policy.
6. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
7. If the present transaction consists of a sale by a corporation, a certified copy of the Resolution of the Board of Directors authorizing the transaction together with a certificate that the corporation is in good standing and that the By-Laws have been complied with must be obtained.
8. In the event that the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disclosed at closing, the Company must be notified and this Commitment will then be modified accordingly.
9. You must tell us in writing of any defects of claims by others against the land that you know about and which do not appear in Schedule A or B - Section II. We may then raise additional requirements or exceptions.
10. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
11. Proof of the record owner's marital or civil union status is required and, if married or if there is a civil union partner, and the premises to be insured is or has ever been occupied as the principal marital or principal civil union residence of the record owner, then his or her spouse or civil union partner must join in the deed or mortgage and affidavit of title.
12. Receipt of acceptable Affidavit(s) of Title. The present owner's Affidavit of Title must specifically state there are no mortgages affecting the premises except those, if any, set forth in this Commitment. Any facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.
13. Copy of HUD-1 (RESPA) or Closing Statement. Immediately upon closing of title to be insured hereunder, a copy of HUD-1, a copy of payoff letter(s) of mortgage(s) that are paid off at closing and a copy of the check(s) issued to pay off same.

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**SCHEDULE B, PART I**  
**Requirements**  
(continued)

14. The Company requires that a Notice of Settlement in connection with the transaction to be insured be recorded, pursuant to NJSA 46:26A-11 et seq., as nearly as possible to, but not more than, sixty (60) days prior to the anticipated date of recording of the closing documents. If the closing is postponed, another Notice of Settlement may be recorded prior to the expiration of the first recorded
15. THIS COMPANY REQUIRES THAT A TITLE RUNDOWN BE ORDERED AT LEAST 24 HOURS PRIOR TO CLOSING.
16. All taxes and other municipal liens are to be paid through and including the current quarter.
17. Cancellation or other disposition of record of mortgage(s) and judgment(s) (if any) shown in Schedule B-Sections I & II.
18. Superior Court of New Jersey and United States District Court Search: See copies attached. Affidavit of Title must make specific reference to judgment search and specifically state that the judgments shown thereon are not against deponent but persons of similar names or said judgments must be satisfied of record. (Attach a copy of judgment search to Affidavit)
19. Flood Search - attached for informational purposes only.
20. Tideland Search Certificate - attached showing property Unclaimed.
21. THE RECORD DISCLOSES NO OPEN MORTGAGES OF RECORD. Grantor's and/or Mortgagor's Affidavit of Title must so specify.
22. Proof will be required that all dues, common charges and assessment or other similar charges levied by the Homeowner's Association pursuant to a Declaration of Covenants, Conditions, Easement and Restrictions, Master Deed, and/or other instruments creating a similar association which instruments may be amended and supplemented, whether the same be monthly, annual or special, are paid through the date of closing. A letter from the Homeowner's Association confirming that said payments are current as of the date of closing is required, and a copy of said letter must be submitted to this Company for review.
23. NOTE: N.J.S.A 47:1A-1.1 et. seq. and related Statutes permits certain law enforcement officials, including but not limited to Judges and retired Judges, from having their Primary and Secondary residences disclosed to the public.

The subject matter of this Commitment involves real estate and some of the documents that are signed will be sent to the County Clerk or Register to be recorded in the normal course of business. These documents, primarily deeds and mortgages, will include the address and legal description of the property. After the documents are recorded, they are available for examination by the general public.

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**SCHEDULE B, PART I**  
**Requirements**  
(continued)

If you feel you are entitled to the protection of N.J.S.A 47:1A-1.1, which would prohibit the disclosure of the address of the property, you must notify the office the issued this Commitment, in writing, at least 72 hours before closing. Your Notice must be delivered via email or fax. If the non-disclosure request is made steps will have to be taken to assure the confidentiality of the property information. If no such notification is delivered your real property documents will be recorded in the public land records in the normal course of business with all references to the property including the address.

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**SCHEDULE B, PART II**  
**Exceptions**

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

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

1. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expenses that arise by reason of any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
2. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
3. Rights or claims of parties in possession of the Land not shown by the public records.
4. Easements, or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes, municipal charges, and assessments as set forth in the search(es) attached.  
  
NOTE: All taxes and other municipal charges are to be paid through and including current quarter.
7. Possible additional taxes and assessments assessed or levied under N.J.S.A. 54:4-63.1 et seq.
8. The policy does not insure acreage and quantity of land.
9. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
10. Terms, covenants, conditions, restrictions and/or easements, if any, contained in the deed to be insured hereunder.
11. Rights of tenants, if any, in possession or under unrecorded leases.
12. Subject to conditions, reservations, and restrictions as imposed in Master Deed of Sea Isle Sands, dated December 1, 1979 and recorded January 23, 1980 in the County Clerk's Office in Deed Book 1442, page 637, and any amendments and supplements thereto.
13. Subject to the rights of the governing body of Sea Isle Sands, of access to all units for necessary repairs, maintenance or replacement of any Common Elements, or to prevent damage to Common Elements or another unit.

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**SCHEDULE B, PART II**  
**Exceptions**  
(continued)

14. Lien, if any, of any unpaid condominium dues and maintenance charges pursuant to N.J.S.A. 46:8B-21 et. seq. the New Jersey Condominium Lien Law.
15. Rights of adjoining owners, in and to, all common areas.
16. Rights of adjoining owners in and to all party walls.
17. Utility Easement as contained in Deed Book 1236, page 684; Deed Book 1265, page 421; Deed Book 1423, page 338.
18. Permit as contained in Deed Book 3479, Page 702.
19. General Restriction for Sea Isle Improvement Co.

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For: RIVERVIEW TITLE AGENCY

BLOCK : 39.04 ASSESSED OWNER : JERSEY CENTRAL POWER & LIGHT CO  
 LOT : 31 BILLING ADDRESS : % G THORNTON PO BOX 4747 OAKBROOK, IL 60522  
 QUAL : CB LOT ADDRESS : 218 39TH ST WEST  
 XLOT : 32 CAPE MAY : SEA ISLE CITY (609) 263-4461  
 (MUNI CODE: 0509) 233 JOHN F KENNEDY BLVD HTTP://SIS-  
 OMS.RISK.REGN.NET/N SEA ISLE NJ 08243

C.C.O. FOR RESALE COMPLETED UPON BANK REQUEST (\$50 FEE)

INFORMATION : C.O. REQUIRED ON NEW CONSTRUCTION  
 (FOR RESALE) SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19  
 CALL (609) 263-4461 FOR INSPECTION  
 INSPECTION FEE 20.00

ASSESSOR'S CODE : 2 - RESIDENTIAL (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

APX. LOT SIZE : 50X110

ASSESSED VALUES : LAND : \$287,400 IMP. : \$67,300 TOT. : \$354,700

TAX RATE : \$0.764 PER \$100 OF ASSESSED VALUE

TAX EXEMPTIONS : NONE

2020 TAXES : \$2,603.50 PAID IN FULL

-2021 - DUE DATE :

QTR1 - 02/01 : \$650.88 PAID

QTR2 - 05/01 : \$650.87 PAID

QTR3 - 08/01 : \$704.08 PAID

QTR4 - 11/01 : \$704.08 OPEN

-2022 - DUE DATE :

QTR1 - 02/01 : \$677.48 OPEN

QTR2 - 05/01 : \$677.48 OPEN

ADDED ASSESSMENTS : NONE

WATER ACCOUNT # : SEE ADDENDUM

SEWER ACCOUNT # : SEE ADDENDUM

CONFIRMED ASSESSMENTS : NONE

LIENS : NONE

Certificate as to current status of pending (unconfirmed) assessments:

ORDINANCE #: NONE

TYPE OF IMPROVEMENT:

Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of 09/15/2021

REPORT FEE: \$30.00



Title #: RT-5764 Order #: MT-258-8162693

NEW JERSEY TAX & ASSESSMENT SEARCH

For: RIVERVIEW TITLE AGENCY

BLOCK : 39.04 ASSESSED OWNER : JERSEY CENTRAL POWER & LIGHT CO
LOT : 31 BILLING ADDRESS : % G THORNTON PO BOX 4747 OAKBROOK, IL 60522
QUAL : CB LOT ADDRESS : 218 39TH ST WEST
XLOT : 32 CAPE MAY : SEA ISLE CITY (609) 263-4461
(MUNI CODE: 0509) 233 JOHN F KENNEDY BLVD HTTP://SIS-
OMS.RISK.REGN.NET/N SEA ISLE NJ 08243

WATER ACCOUNT # : SEA ISLE CITY 233 JOHN F KENNEDY BLVD SEA ISLE,NJ 08243 609-263-4461
ACCT #: 1203 0 07/01/2021 - 09/30/2021 \$82.00 PAID; SUBJECT TO FINAL
READING; \$75.00 FINAL READING FEE; PLEASE PROVIDE 2 WEEKS NOTICE.

SEWER ACCOUNT # : SEA ISLE CITY 233 JOHN F KENNEDY BLVD SEA ISLE,NJ 08243 609-263-4461
ACCT #: 1203 0 07/01/2021 - 09/30/2021 \$223.00 PAID; SUBJECT TO FINAL
READING; \$75.00 FINAL READING FEE; PLEASE PROVIDE 2 WEEKS NOTICE.

Charles Jones LLC guarantees that the above information accurately reflects the contents of
the public record as of 09/15/2021

REPORT FEE: \$30.00



NEW JERSEY SUPERIOR COURT,  
UNITED STATES DISTRICT COURT AND  
UNITED STATES BANKRUPTCY COURT

370-4768-20

RE: RT-5764

**CERTIFIED TO:**

RIVERVIEW TITLE AGENCY  
1073 PALISADE AVE  
FORT LEE NJ 07024

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

	FROM	TO
JERSEY CENTRAL POWER AND LIGHT COMPANY (Entity) *** Name is CLEAR ***	09-24-2001	09-24-2021
JERSEY CENTRAL POWER & LIGHT COMPANY (Entity) *** Name is CLEAR ***	09-24-2001	09-24-2021
JCP&L (Entity) *** Name is CLEAR ***	09-24-2001	09-24-2021

DATED 09-24-2021  
TIME 08:45 AM

RN21-278-04032 278 0840278 40

CHARLES JONES LLC  
P.O. BOX 8488  
TRENTON, NJ 08650



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\*\*\* UNITED STATES PATRIOT NAME SEARCH \*\*\*  
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370-4768-20  
CERTIFIED TO:

RE: RT-5764

RIVERVIEW TITLE AGENCY  
1073 PALISADE AVE  
FORT LEE NJ 07024

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE LIST OF "SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS" MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF THE TREASURY, PURSUANT TO EXECUTIVE ORDER 13224 AS AMENDED BY EXECUTIVE ORDER 13268, AS WELL AS "THE CONSOLIDATED SANCTIONS LIST" THAT INCLUDES THE LIST OF "FOREIGN SANCTIONS EVADERS" PURSUANT TO EXECUTIVE ORDER 13608 AND MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF THE TREASURY AND REPORTS THE FOLLOWING FINDINGS WITH RESPECT TO THE NAME(S) LISTED BELOW:

	THROUGH
JERSEY CENTRAL POWER AND LIGHT COMPANY (Entity)	10-03-2021
JERSEY CENTRAL POWER & LIGHT COMPANY (Entity)	10-03-2021
JCP&L (Entity)	10-03-2021

\*\*\*\*\*  
\*\*\*\*\* CLEAR PATRIOT NAME SEARCH \*\*\*\*\*  
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NOTE: According to the U.S. Department of Treasury, no U.S. person may deal with any Libyan or Iraqi government official whether their name appears on the list or not.

DATE ISSUED: 10-05-2021

PA21-278-04033 278 0818278 40

CHARLES JONES LLC  
P.O. BOX 8488  
TRENTON, NJ 08650

DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
**STANDARD FLOOD HAZARD DETERMINATION FORM (SFHDF)**

OMB Control No. 1660-0040  
Expires: 10/31/18

**SECTION I - LOAN INFORMATION**

1. LENDER/SERVICER NAME AND ADDRESS THE PROPOSED LENDER		2. COLLATERAL DESCRIPTION (Building/Mobile Home/Property) Owner: JERSEY CENTRAL POWER & LIGHT CO Address Supplied: 218 39TH ST WEST SEA ISLE CITY, NJ 00000 BLOCK: 39.04 LOT: 31 QUALIFIER: CB		Address Found: 218 39TH ST WEST SEA ISLE CITY, NJ BLOCK: 39.04 LOT: 31,32 QUALIFIER: CB	
3. LENDER/SERVICER ID #	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED \$			

**SECTION II**

**A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION**

1. NFIP Community Name SEA ISLE CITY	2. County(ies) CAPE MAY	3. State NJ	4. NFIP Community Number 345318
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**B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME**

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") 345318 0162 F	2. NFIP Map Panel Effective / Revised Date 05-OCT-2017	3. Is there a Letter of Map Change (LOMC)? <input checked="" type="radio"/> NO <input type="radio"/> YES (If yes, and LOMC date/no. is available, enter date and case no. below). Date Case No.	
4. Flood Zone AE	5. No NFIP Map		

**C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply.)**

1.  Federal Flood Insurance is available (community participates in the NFIP).  Regular Program  Emergency Program of NFIP  
 2.  Federal Flood Insurance is not available (community does not participate in the NFIP).  
 3.  Building/Mobile Home is in a Coastal Barrier Resources Area(CBRA) or Otherwise Protected Area(OPA). Federal Flood Insurance may not be available.  
 CBRA/OPA Designation Date: \_\_\_\_\_

**D. DETERMINATION**

**IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")?**  Yes  No

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.  
 If no, flood insurance is not required by the Flood Disaster Protection Act of 1973. Please note,  
 the risk of flooding in this area is only reduced, not removed.

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building /mobile home on the NFIP map.

**E. COMMENTS (Optional)**

Base Flood Elevation: 9 FEET

THIS CHARLES JONES DETERMINATION IS CERTIFIED BY CHARLES JONES LLC TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973. CHARLES JONES LLC HAS PROVIDED THIS FLOOD DETERMINATION TO BE USED BY THE ENTITY NAMED IN SECTION 1, BOX 1 FOR COMPLIANCE WITH THE 1994 REFORM ACT. IT MAY NOT BE UTILIZED FOR ANY OTHER PURPOSE, INCLUDING, BUT NOT LIMITED TO, PROPERTY PURCHASE CONSIDERATION OR PROPERTY VALUE DETERMINATION.

Requested By: Customer Name: RIVERVIEW TITLE AGENCY      Account: 370476820      Customer Reference: RT-5764  
 Attention:  
 Address: 1073 PALISADE AVE FORT LEE, NJ 07024

**F. PREPARER'S INFORMATION**

NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender) Charles Jones LLC P.O. Box 8488 Trenton, NJ 08650 - 0488 www.charlesjones.com	Date of Determination 15-SEP-2021 Search Number FL2021-258-1610
--	--



Loan Number:

Order Number: FL2021-258-1610

Determination Date: 15-SEP-2021

**NOTICE IS GIVEN TO: JERSEY CENTRAL POWER & LIGHT CO**

The Flood Disaster Protection Act of 1973, as amended, requires that Federally regulated lending institutions shall not make, increase, extend, or renew any loan secured by improved real estate, or a mobile home located or to be located, in an area that has been identified by the Administrator of the Federal Emergency Management Agency (FEMA) as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, through the National Flood Insurance Program (NFIP), unless the building or mobile home and any personal property securing such loan is covered for the term of the loan by flood insurance in an amount at least equal to the outstanding principal balance of the loan or the maximum limit of coverage made available under the Act with respect to the particular type of property, whichever is less.

**NOTICE TO BORROWER ABOUT SPECIAL FLOOD HAZARD AREA STATUS**

Notice of Property in Special Flood Hazard Area (SFHA)

The building or mobile home securing the loan for which you have applied is or will be located in an area with special flood hazards. The area has been identified by the Administrator of FEMA as an SFHA using FEMA's Flood Insurance Rate Map or the Flood

Hazard Boundary Map for the following community: SEA ISLE CITY

This area has at least a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year. During the life of a 30-year mortgage loan, the risk of a 100-year flood in a SFHA is 26 percent (26%). Federal law allows a lender and borrower jointly to request the Administrator of FEMA to review the determination of whether the property securing the loan is located in an SFHA. If you would like to make such a request, please contact us for further information.

Notice of Property Not in Special Flood Hazard Area (SFHA)

The building or mobile home described in the attached instrument is not currently located in an area designated by the Administrator of FEMA as a SFHA. NFIP flood insurance is not required, but may be available. If, during the term of this loan, the subject property is identified as being in a SFHA, as designated by FEMA, you may be required to purchase and maintain flood insurance at your expense.

**NOTICE TO BORROWER ABOUT FEDERAL FLOOD DISASTER ASSISTANCE**

Notice in Participating Communities

The community in which the property securing the loan is located participates in the NFIP. The Flood Disaster Protection Act of 1973, as amended, mandates federally insured or regulated lenders to require the purchase of flood insurance on all buildings being financed that are located in SFHAs of communities participating in the NFIP. The flood insurance must be maintained for the term of the loan. If you fail to purchase or renew flood insurance on the property, Federal law authorizes and requires us to purchase the flood insurance at your expense.

Flood insurance coverage under the NFIP may be purchased through an insurance agent who will obtain the policy either directly through the NFIP or through an insurance company that participates in the NFIP. Flood insurance also may be available from private insurers that do not participate in the NFIP. You should compare the flood insurance coverage, deductibles, exclusions, conditions, and premiums associated with flood insurance policies issued on behalf of the NFIP and policies issued on behalf of private insurance companies and contact an insurance agent as to the availability, cost, and comparisons of flood insurance coverage.

**Escrow Requirement for Residential Loans**

Federal law may require a lender or its servicer to escrow all premiums and fees for flood insurance that covers any residential building or mobile home securing a loan that is located in an area with special flood hazards. If your lender notifies you that an escrow account is required for your loan, then you must pay your flood insurance premiums and fees to the lender or its servicer with the same frequency as you make loan payments for the duration of your loan. These premiums and fees will be deposited in the escrow account, which will be used to pay the flood insurance provider.

At a minimum, flood insurance purchased must cover the lesser of

- (1) the outstanding principal balance of the loan; or
- (2) the maximum amount of coverage allowed for the type of property under the NFIP.

Flood insurance coverage under the NFIP is limited to the overall value of the property securing the loan minus the value of the land on which the property is located.

Federal disaster relief assistance (usually in the form of a low-interest loan) may be available for damages incurred in excess of your flood insurance if your community's participation in the NFIP is in accordance with NFIP requirements. Although you may not be required to maintain flood insurance on all structures, you may still wish to do so, and your mortgage lender may still require you to do so to protect the collateral securing the mortgage. If you choose not to maintain flood insurance on a structure and it floods, you are responsible for all flood losses relating to that structure.

Notice in Nonparticipating Communities

Flood insurance coverage under the NFIP is not available for the property securing the loan because the community in which the property is located does not participate in the NFIP. In addition, if the nonparticipating community has been identified for at least one year as containing an SFHA, properties located in the community will not be eligible for Federal disaster relief assistance in the event of a Federally-declared flood disaster.

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lending Institution

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lending Institution Authorized Signature

\_\_\_\_\_  
Date



HEREBY ISSUED TO: **TIDELAND SEARCH CERTIFICATE**

ACCOUNT: 370476820

REFERENCE: RT-5764

RIVERVIEW TITLE AGENCY

1073 PALISADE AVE  
FORT LEE, NJ 07024

CHARLES JONES LLC CERTIFIES THAT NO PORTION OF THE PROPERTY HEREINAFTER DESIGNATED IS PRESENTLY CLAIMED BY THE STATE OF NEW JERSEY AS AREA NOW OR FORMERLY BELOW MEAN HIGH WATER AS SHOWN ON THE APPLICABLE TIDELANDS MAP PREPARED BY THE OFFICE OF ENVIRONMENTAL ANALYSIS AND APPROVED BY THE TIDELANDS RESOURCE COUNCIL, SUBJECT TO THE RESERVATIONS WHICH APPEAR ON THE ADOPTED MAP AND OVERLAY.

**APPLICABLE TIDELANDS MAP**

TIDELANDS MAP NUMBER: 112-1992

TIDELANDS MAP DATE: 27-MAY-1982

**DESIGNATED PROPERTY**

COUNTY: CAPE MAY

STATE: NEW JERSEY

MUNICIPALITY: CITY OF SEA ISLE CITY

BLOCK: 39.04

LOT: 31,32

STREET NUMBER & NAME: 218 39TH ST WEST CB

**SEARCH RESULTS**

FINDINGS: UNCLAIMED

DATED: 15-SEP-2021

FEE: \$30.00

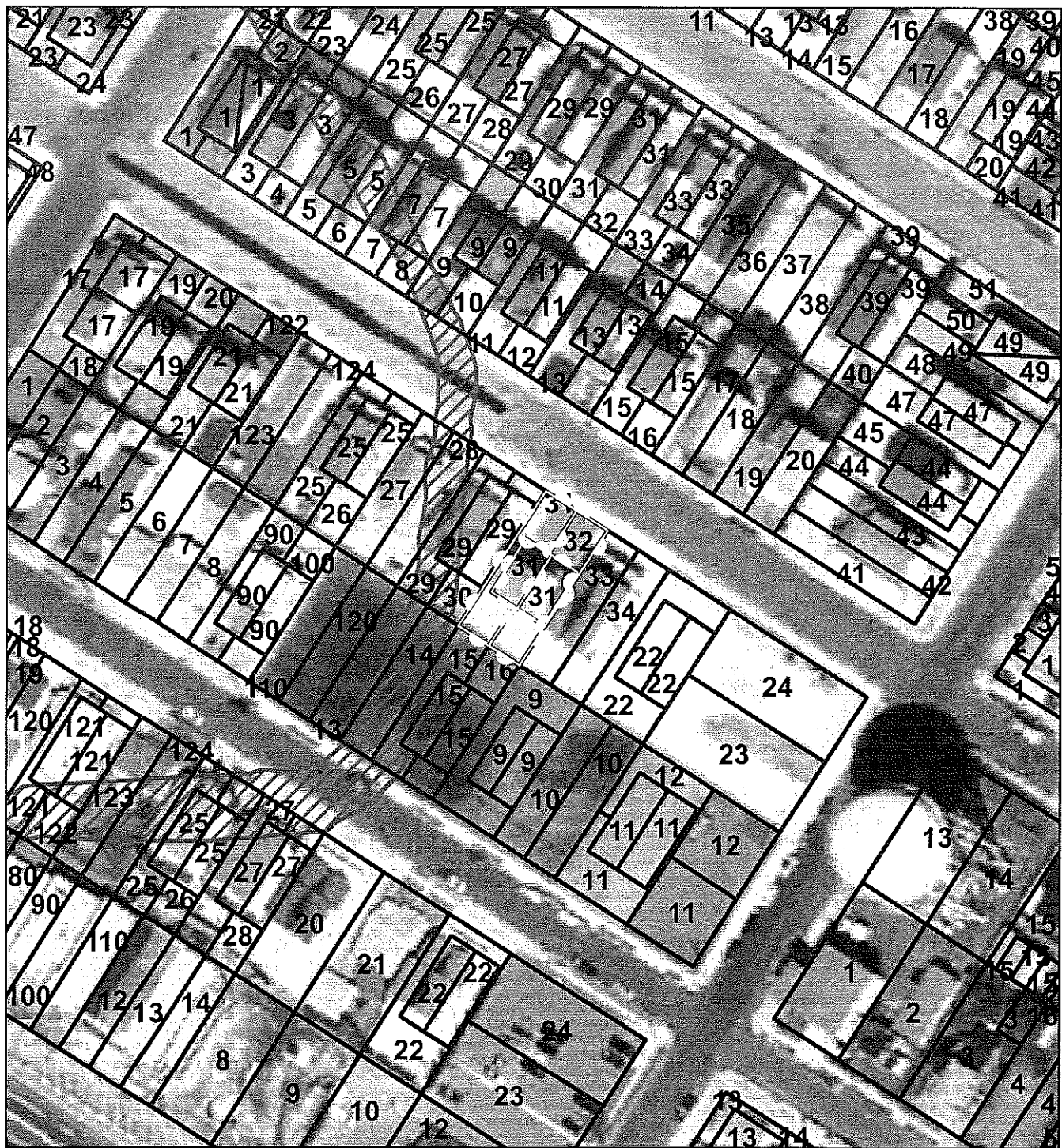
TAX: \$0.00

TOTAL: \$30.00

CHARLES JONES LLC  
HAS EXECUTED THIS CERTIFICATE

TD21-258-1611

# Tidelands Claim Search



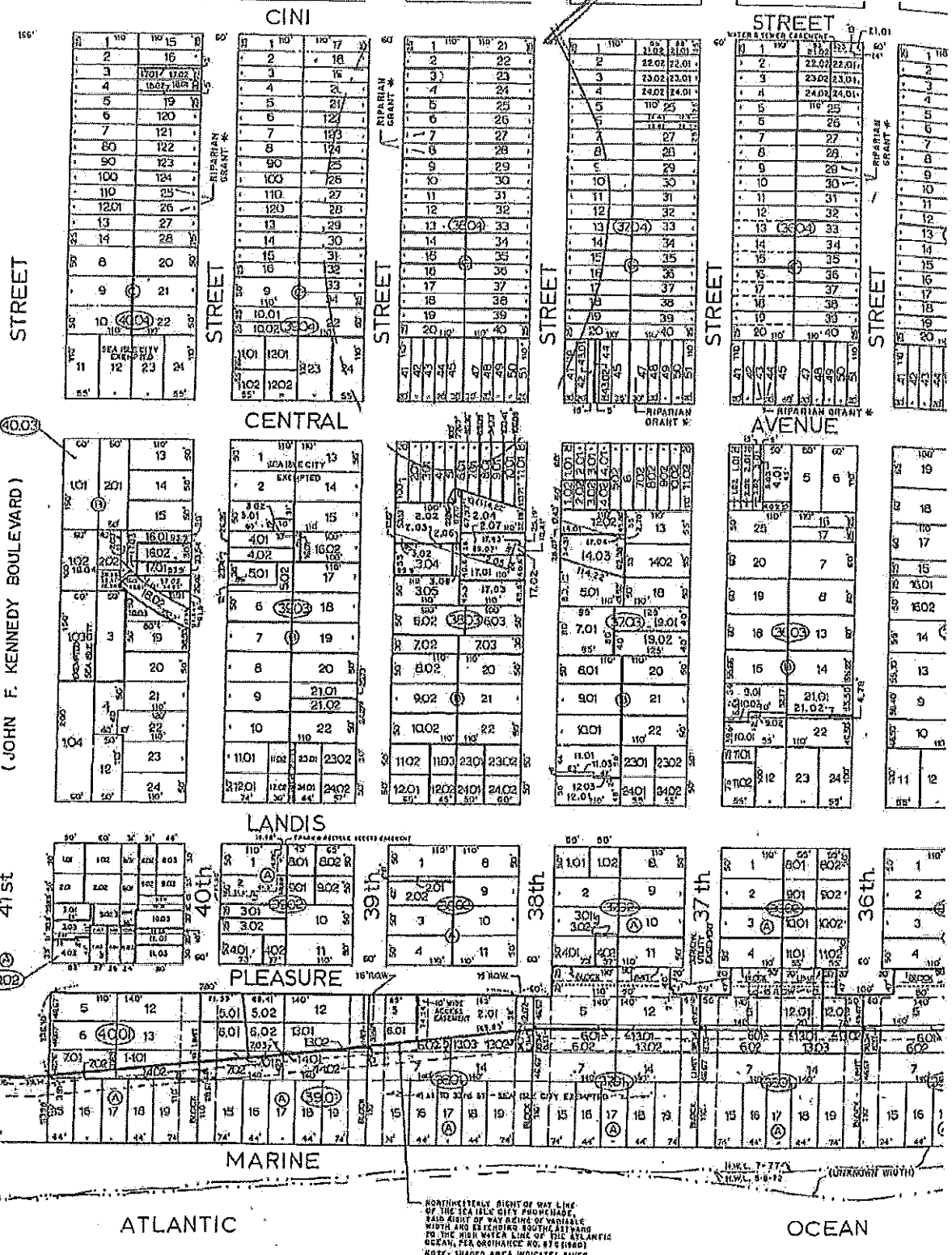
Tidelands Legend								
PIQ		Claimed		TimeBarred		Instruments		Gore

The claim and property lines depicted are a scaled representation and are for informational purposes only. Results are based on the NJ State Tidelands Conveyance Maps and are subject to the Tidelands Reservation Statement. Signature is not responsible for errors or omissions in the State's data.

# TAX MAP

SHEET NO 6

- VISIONS
- 12-22-82
  - 1-3-88
  - 1-2-96
  - 1-14-87
  - 1-2-88
  - 1-4-80
  - 3-6-00
  - 9-15-01
  - 9-24-03
  - 2-22-08
  - 11-16-06



(JOHN F. KENNEDY BOULEVARD)

PLANNED DEVELOPMENT BY INC-1035011  
 DIVISION OF ZONING  
 MUNICIPAL OFFICE FOR PLANNING  
 600 2nd St. 1st Floor  
 NEW BRUNSWICK, NJ 08901  
 DATE: 11/10/11  
 BY: [Signature]

NORTHWESTERLY RIGHT OF WAY LINE OF THE SEALED CITY PROMENADE, SAID RIGHT OF WAY BEING OF VARIABLE WIDTH AND EXTENDING SOUTH, ALTHOUGH TO THE HIGH WATER LINE OF THE ATLANTIC OCEAN, PER ORDINANCE NO. 47 (1968). NOTE: SHADED AREA INDICATES PAVED PORTION OF PROMENADE.

SCALE: 1" = 77.75'  
 1" = 155.5'

(UNKNOWN WIDTH)

**DEED**

This Deed is made on *December 22, 2010*  
**BETWEEN SEBASTIAN M. FINOCCHIARO AND CAROL A. FINOCCHIARO,**  
**husband and wife**

whose post office address is 220 Ivy Rock Lane, Havertown, PA 19083

referred to as the Grantor,  
**AND JERSEY CENTRAL POWER & LIGHT COMPANY**

whose post office address is Attn: Environmental Remediation, 300 Madison Ave, PO Box  
1911, Morristown, NJ 07962-1911

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

*MS*

**1. Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the  
property (called the "Property") described below to the Grantee. This transfer is made for the  
sum of Four Hundred Fifty Five Thousand Dollars (\$455,000)

The Grantor acknowledges receipt of this money.

**2. Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Sea Isle City  
Block No.39.04 Lot No. 31CB and 32 Qualifier No. Account No.  
No property tax identification number is available on the date of this Deed.  
(Check box if applicable.)

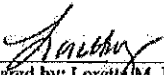
**3. Property.** The Property consists of the land and all the buildings and structures on the land in  
The City of Sea Isle City, County of Cape May and State of New Jersey.

The legal description is:  
ALL that certain tract, lot and parcel of land lying and being in the City of Sea Isle, County of  
Cape May and State of New Jersey.

UNIT No. B (West) in "SEA ISLE SANDS", a Condominium, a/k/a 218 39<sup>th</sup> Street Unit West,  
Sea Isle City, NJ together with an undivided 50.00 percentage interest in the Common Elements  
appurtenant thereto and together with such other Limited Common Elements as may be  
appurtenant to said Unit and subject to rights, reservations, covenants, restrictions, easements,  
agreements, and other provisions contained in the Master Deed dated December 1, 1979 and  
recorded on or about January 23, 1980 in Deed Book 1442 Page 637 in the Cape May County  
Clerk's Office, creating and establishing said Condominium, and as the same may now or  
hereafter be lawfully supplemented and amended. Such being the same property conveyed to  
Seller by Deed dated July 27, 1992 and recorded on or about July 29, 1992 in Deed Book 2273  
Page 211 et seq. in the Cape May County Clerk's Office.

Being the same premises conveyed to Seller by Deed dated July 27, 1992 and recorded on or  
about July 29, 1992 in Deed Book 2273 Page 211 et seq. in the Cape May County Clerk's Office

Please see attached Legal Description annexed hereto and made a part hereof.  
(Check box if applicable.)

  
Prepared by: Lorretta M. Kelly (For Recorder's Use Only)



State of New Jersey  
**NONRESIDENT SELLER'S TAX DECLARATION**

GIT/REP-1  
 (6-10)

(C.55, P.L. 2004)

(Please Print or Type)

Bk D3442 Pg 853 #113

Name(s)

*Sebastian M. Finocchiaro*

*Carol A. Finocchiaro*

Street Address:

*220 Ivy Rock Lane*

City, Town, Post Office

State

Zip Code

*Haverstown*

*PA*

*19083*

Block(s)

Lot(s)

Qualifier

*39.04*

*31CB & 32*

Street Address:

*218 B 39th Street*

City, Town, Post Office

State

Zip Code

*Sea Isle City*

*NJ*

*08243*

Seller's Percentage of Ownership

Consideration

Closing Date

*100%*

*\$455,000.00*

*12/23/10*

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. By checking this box  I certify that the 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.

*12/26/10*

Date

*12/22/10*

Date

*Sebastian M. Finocchiaro*  
 Signature (Seller) Please indicate if Power of Attorney or Attorney In Fact

*Carol A. Finocchiaro*  
 Signature (Seller) Please indicate if Power of Attorney or Attorney In Fact

(Detach on dotted line)

Ek D3442 Pg 854 of 113  
RECORDED COUNTY OF CAPE MAY  
Rita Marie Fulginiti, County Clerk  
Recording Fee 60.00  
Date 01-18-2011 @ 10:59a

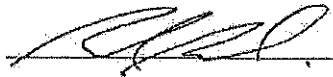
The street address of the Property is: 218 39<sup>th</sup> Street, Sea Isle City, New Jersey

**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. (Print name below each signature).

Witnessed:

  
Sebastian M. Finocchiaro

  
Carol A. Finocchiaro

  
Carol A. Finocchiaro

~~PENNSYLVANIA~~  
STATE OF NEW JERSEY, COUNTY OF  
I CERTIFY that on 12/22/2010

DELAWARE  
~~CAPE MAY~~ SS.

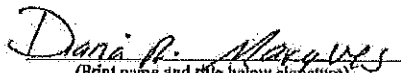
SEBASTIAN M. FINOCCHIARO & CAROL A. FINOCCHIARO  
personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) executed this Deed as his or her own act; and
- (c) made this Deed for \$455,000

as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5)

  
RECORD AND RETURN TO:

RECORD AND RETURN TO:  
SCHENCK, PRICE, SMITH & KING, LLP  
PO BOX 991  
FLORHAM PARK, NJ 07932

  
(Print name and title below signature)

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
DIANA R. MARQUES, Notary Public  
Haverford Twp., Delaware County  
My Commission Expires September 8, 2014



**General Restrictions: Sea Isle Improvement Company**

UNDER AND SUBJECT TO THE CONDITION THAT A HOUSE COSTING NOT LESS THAN FIVE HUNDRED DOLLARS SHALL BE ERECTED ON SAID LOT WITHIN TWO YEARS FROM THIS DATE, BY SAID PARTY OF THE SECOND PART HIS HEIRS OR ASSIGNS. UNDER AND SUBJECT TO THE COVENANTS AND CONDITIONS THAT NO BUILDINGS, OF ANY DESCRIPTION WHATEVER SHALL AT ANY TIME BE ERECTED WITHIN FIFTEEN FEET OF THE LINE OF ANY STREET OR AVENUE. AND ALSO UNDER AND SUBJECT TO THE COVENANTS AND CONDITIONS THAT NO CESS-POOL SHALL BE DUG IN THE EARTH UPON SAID LOT OR ANY PART THEREOF, BUT SHALL PROVIDE TIGHT BOXES FOR SUCH PURPOSES, AND TO KEEP THE SAME CLEAN AND ODORLESS; AND NOT TO ERECT ANY NUISANCE, SUCH AS SLAUGHTER HOUSES OR BONE-BOILING ESTABLISHMENT, OR ANY OTHER NUISANCES UPON SAID PREMISES, AND TO PERMIT NO DRAINAGE OF ANY KIND OF FILTH INTO THE SOIL IN ANY WAY WHATEVER. AND ALSO UNDER AND SUBJECT TO THE COVENANT THAT ALL DWELLING HOUSES, HOTELS, BOARDING HOUSES, STORES AND BUILDINGS FOR BUSINESS PURPOSES, SHALL BE ERECTED AND SET AT LEAST THREE FEET HIGHER THAN THE GRADE OF THE STREET AS NOW ESTABLISHED. AND THAT THE FRONT OF SAID LOT, BETWEEN THE BUILDING AND THE STREET, SHALL BE KEPT CLEAN AND FREE FROM ALL NUISANCES, AND TO BE ORNAMENTED WITH FLOWERS, VASES OR STATUARY. AND ALSO UNDER AND SUBJECT TO THE COVENANT THAT NOT MORE THAN ONE HOUSE BE BUILT OR ERECTED UPON SAID LOT FOR DWELLING HOUSE PURPOSES, AND THAT NO PRIVY BE BUILT WITHIN FIVE FEET OF THE LINE OF ANY ADJOINING PROPERTY.

5/6/2005

General Restrictions: Sea Isle Improvement Company 1

**266 Tuckerton Road • Medford, NJ 08055  
(609) 714-3414 • Fax (609) 714-3415 • Fax (609) 714-3416  
BareAbstr@aol.com**





**General Restrictions: Sea Isle Improvement Company**

AND THAT A BORDER OF FLOWERS, NOT LESS THAN TWO FEET IN WIDTH, BE PLANTED AND MAINTAINED ALONG BOTH SIDE OF THE SIDEWALK ADJOINGING SAID PREMISES. THE OBJECT OF THESE CONVENANTS BEING TO SECURE THE HEALTH, BEAUTY-ORNAMENTATION, AND VALUE HAVE THE PREMISES.

5/6/2005

**General Restrictions: Sea Isle Improvement Company** 2

**266 Tuckerton Road • Medford, NJ 08055  
(609) 714-3414 • Fax (609) 714-3415 • Fax (609) 714-3416  
BareAbstr@aol.com**

Received of ATLANTIC CITY ELECTRIC COMPANY, a Corporation of the State of New Jersey, (the Grantee), One Dollar (\$1.00) and other good and valuable consideration, in consideration of which.....

ROGER L. STORROBT INC. a corporation of the State of NEW JERSEY, (the Grantor), hereby grants and conveys unto said Grantee, its successors and assigns forever, the right and easement to erect, construct and maintain a line or lines for the transmission of electric energy thereover for any and all purposes for which electric energy is now, or may hereafter be used, and a telegraph and telephone line or lines, with all necessary poles, wires, cables, fixtures and appliances, including guy wires, stubs, anchors and brace poles, through, over, upon Grantor's land and along the public highway or streets on which the Grantors land adjoins or abuts. Situate in the CITY OF SEA ISLE County of CAPE MAY, and State of New Jersey, and bounded:

On the North by the lands of: CINI ST

On the East by the lands of:

On the South by the lands of: CENTRAL AVE

On the West by the lands of: 37TH ST

TOGETHER with the right to fell or trim any trees along said line or lines, wherever the same may be necessary in order to erect, construct, operate or maintain said line or lines free and clear from obstructions, or which may endanger the safety or interfere with the use of said poles, wires, cables or fixtures. With the privilege to add to, or take from, line or lines, poles, wires, cables or fixtures, from time to time. Together with the right of ingress and egress to and over the said lands of the Grantor at any and all times for the purposes aforesaid.

In Witness Whereof, the Grantor has caused these presents to be signed by its officers and its corporate seal affixed hereto, this 5TH day of JUNE A.D. 1970.

Signed, Sealed and Delivered in the presence of:

ROGER L. STORROBT INC. By: Roger L. Storrbot President

ATTEST:

Dorothy J. Sealman Secretary

NOTE: Secretary please affix corporate seal and sign acknowledgment on the reverse side hereof.

STATE OF NEW JERSEY COUNTY }  
CAPE MAY

Be it Remembered, that on this 5th day of JUNE

A.D. 1970, before me, R. NOTARY PUBLIC OF NEW JERSEY

personally appeared the undersigned deponent, who, being duly sworn, on his oath, made due proof to my satisfaction that

ROGER L. STOBART President, and deponent is

Secretary, of the ROGER L. STOBART INC.

the corporation described in and which executed the above deed or conveyance; that deponent well knows the corporate seal of said corporation; that the seal affixed to said deed or conveyance is the corporate seal of said corporation and was so affixed thereto, and said deed or conveyance

was signed and delivered by said ROGER L. STOBART President in the presence of deponent as the voluntary act and deed of said corporation by its order, and that deponent thereupon signed his name as a witness thereof.

Sworn and subscribed to before me  
the day and year aforesaid.

Garry F. Murphy  
GARRY F. MURPHY

Samuel W. Stobart  
Secretary

NOTARY PUBLIC OF NEW JERSEY  
NOTE: Notary or Clerk's Certificate not necessary when acknowledgments are taken by other than N. J. Officers, Brokers, Auctioneers, etc., if the seal of the Notary is affixed to the acknowledgments. Magistrates' acknowledgments, those of Aldermen, Justices of the Peace, etc., not acceptable in New Jersey.

5191

Name Roger L. Stobart, Inc.

Address City of Sea Isle

Municipality Cape May

County Southern

Division Southern

CA. 38001 NO. 138/0006

REMARKS: Prepared by Atlantic City Electric Company

Prepared by  
Atlantic City Electric Company

RECORDING DATA  
RECORDED IN OFFICE OF CLERK  
OF SUPERIOR COURT HOUSE  
AT CAPE MAY, N.J.  
DATE  
JULY 1970 AT 9 AM  
AND RECORDED IN BOOK NO. OF  
PAGE

Robert W. DeLore

NOTE: Return to Atlantic City Electric Company  
1600 Pacific Avenue  
Atlantic City, New Jersey  
ATLANTIC CITY ELECTRIC COMPANY  
REAL ESTATE DEPARTMENT  
1600 PACIFIC AVENUE  
ATLANTIC CITY, N. J.

**Received** of ATLANTIC CITY ELECTRIC COMPANY, a Corporation of the State of New Jersey, (the Grantee), One Dollar (\$1.00) and other good and valuable consideration, in consideration of which.....

ROGER L. STOBART, INC.

a corporation of the State of NEW JERSEY..... (the Grantor), hereby grants and conveys unto said Grantee, its successors and assigns forever, the right and easement to erect, construct and maintain a line or lines for the transmission of electric energy thereover for any and all purposes for which electric energy is now, or may hereafter be used, and a telegraph and telephone line or lines, with all necessary poles, wires, cables, fixtures and appliances, including guy wires, stubs, anchors and brace poles, through, over, upon Grantor's land and along the public highway or streets on which the Grantors land adjoins or abuts. Situate in the CITY OF SEA TLE.....

County of CAPE MAY....., and State of New Jersey, and bounded:

On the North by the lands of: KNEASS ST

On the East by the lands of: VARIOUS OWNERS

On the South by the lands of: ELM ST

On the West by the lands of: 39TH ST

TOGETHER with the right to fell or trim any trees along said line or lines, wherever the same may be necessary in order to erect, construct, operate or maintain said line or lines free and clear from obstructions, or which may endanger the safety or interfere with the use of said poles, wires, cables or fixtures. With the privilege to add to, or take from, line or lines, poles, wires, cables or fixtures, from time to time. Together with the right of ingress and egress to and over the said lands of the Grantor at any and all times for the purposes aforesaid.

**In Witness Whereof**, the Grantor has caused these presents to be signed by its officers and its corporate seal affixed hereto, this 13<sup>th</sup> day of SEPTEMBER, A.D. 1921.

Signed, Sealed and Delivered  
in the presence of:

ATTEST:

Sarah J. Stobart  
Secretary

ROGER L. STOBART, INC.  
Reginald Stobart  
President

NOTE: Secretary please affix corporate seal and sign acknowledgment on the reverse side hereof.

STATE OF NEW JERSEY  
CAPE MAY COUNTY } AS.

BOOK 1265 PAGE 422

It is Remembered, that on this 13<sup>TH</sup> day of SEPTEMBER

A.D. 1971, before me, GARY P. MURPHY NOTARY PUBLIC OF NEW JERSEY

personally appeared the undersigned deponent, who, being duly sworn, on his oath, made due proof to my satisfaction that

ROGER L. STOBART is President, and deponent is

Secretary, of the ROGER L. STOBART INC.

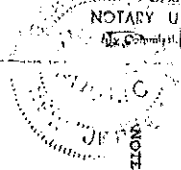
the corporation described in and which executed the above deed or conveyance; that deponent well knows the corporate seal of said corporation; that the seal affixed to said deed or conveyance is the corporate seal of said corporation and was so affixed thereto, and said deed or conveyance

was signed and delivered by said ROGER L. STOBART President in the presence of deponent as the voluntary act and deed of said corporation by its order, and that deponent thereupon signed his name as a witness thereof.

Sworn and subscribed to before me  
the day and year first written.

*Gary P. Murphy*  
GARY P. MURPHY  
NOTARY PUBLIC OF NEW JERSEY

*Roger L. Stobart*  
Secretary



NOTE: Notary or Clerk's Certificate not necessary when acknowledgments are taken by either than N. J. Officers, pro-  
vided the seal of the Notary is affixed to the acknowledgment. Magistrates' acknowledgments, those of Aldermen,  
Justice of the Peace, etc., not acceptable in New Jersey.

8989

Name Roger L. Stobart Inc.

Address 101st St. C.

Municipality CITY OF SEA ISLE

County Cape May

Division Southern

CA. 38101 NO 138/1009

REMARKS:

Prepared by  
Atlantic City Electric Company

RECORDING DATA

RECEIVED IN THE CLERK'S OFFICE OF CAPE  
MAY COUNTY AT CAPE MAY COURT HOUSE  
N. J. ON THE 13<sup>TH</sup> DAY OF  
Sept 19 71 AT 9 A.M.  
AND RECORDED IN BOOK No.         
OF        PAGES

*Robert W. DeBruin*

NOTE: Return to Atlantic City Electric Company  
RETURN TO  
Atlantic City Electric Avenue  
Atlantic City, New Jersey  
REAL ESTATE DEPARTMENT  
1500 PACIFIC AVENUE  
ATLANTIC CITY, N. J.

9391

DEED OF EASEMENT A.C.E. 10-47 REV. 9-76

This Indenture Witnesseth: That, for and in consideration of One Dollar, cash in hand paid, John K. Grosso & Emenah R. Grosso His Wife

being the owner(s) of certain lands situated in the City of Camden and State of New Jersey, hereby grant(s) to Atlantic City Electric Company, its successors and assigns forever, the right to construct, operate, maintain, repair, renew, and remove upon and over said land an electric service line, consisting of one pole, one anchor(s) with guy wires and all necessary wires and appurtenances, upon the following location, to wit:

BEGINNING at a pole identified as Atlantic City Electric Company's Location No. W. 22,933 located within or adjacent to the public highway known as 7th Street thence extending South wardly over said public highway and/or across said land, a distance of approximately 44 feet to a point within said land.

TOGETHER with the right to fell or trim any trees on said land which may endanger the safety of said line; and the right of ingress and egress to and over said land for the enjoyment of the rights herein granted.

In Witness Whereof, (I, we) have hereunto set (my, our) hand(s) and affixed (my, our) seal(s) this 2nd day of JANUARY A.D. 1979.

Signed and acknowledged in the presence of:

Albert H. Quick

ALBERT H. QUICK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 23, 1983

NOTE: Form for Notary on other side.

John K. Grosso (L. S.)  
Emenah R. Grosso (L. S.)  
\_\_\_\_ (L. S.)  
\_\_\_\_ (L. S.)

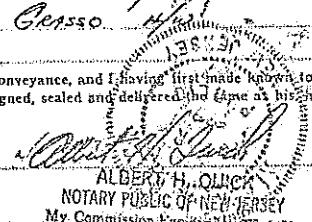
STATE OF New Jersey } ss.  
Essex COUNTY }

BOOK 1423 PAGE 340

We it Remembered, that on this 24<sup>th</sup> day of JANUARY

A. D. 1979, before me, a Notary Public of New Jersey  
personally appeared JOHN R. GRASSO + ELVENA R. GRASSO

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 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. All of which is hereby certified.



**NOTE** Prefatory or Clerk's Certificate not necessary when acknowledgment is provided the seal of the Notary is affixed to the acknowledgment. Magistrates' acknowledgment, those of Aldermen, Justice of the Peace, etc., not acceptable in New Jersey.

Elvena R. Grasso ad  
Name John R. Grasso, et ux

Address.....  
Municipality City of Sea Isle

County Cape May

Division Southern-CH  
CA 38901 WO. 138/90002

REMARKS:  Prepared by  
Atlantic City Electric Company

Block 3904, Lot 22

RECORDING DATA

RECEIVED IN THE CLERK'S OFFICE OF CAPE  
MAY COUNTY, AT CAPE MAY COURT HOUSE,  
CAPE MAY, N. J. ON THE 29 DAY OF  
January 19 79 AT 10:14 A.  
M. AND RECORDED IN BOOK No. \_\_\_\_\_ OF  
DEEDS, PAGE \_\_\_\_\_

*Loyle & Paulino*

CLERK

NOTES: Return to Atlantic City Electric Company  
1600 Pacific Avenue  
Atlantic City, New Jersey 08406

4215

6.00 d

A8555

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BOOK 1442 PAGE 637

MASTER DEED

A

DECLARATION OF CONDOMINIUM

SEA ISLE SANDS CONDOMINIUM

THIS MASTER DEED, made this 1<sup>st</sup> day of December 1979 by JOHN R. GRASSO and ELVENA R. GRASSO, his wife, located at Box 237A, High Hill Road, Swedesboro, New Jersey 08085, hereinafter referred to as GRANTOR.

WHEREAS, it is the present intention of the GRANTOR to convert the PROJECT as a condominium consisting of two (2) units, under and pursuant to the provisions of the New Jersey Revised Statutes 46:88-1, et seq. (the New Jersey Condominium Act) under the name of Sea Isle Sands Condominium, and to that end cause this MASTER DEED to be executed and recorded, together with all necessary exhibits attached hereto and made a part of this MASTER DEED, and Amendments hereto; and

WHEREAS, it is the intention of the GRANTOR to convert this PROJECT during a span of time beginning forthwith and terminating on or about July 1, 1980, so that there will be two (2) units, all of which shall be located within the boundaries of the City of Sea Isle City, County of Cape May, as more particularly defined and enumerated herein;



BOOK 1442 PAGE 638

NOW THEREFORE, the GRANTOR does hereby publish and declare that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of such property and the dedication thereof into condominiums, and shall be deemed to run with the land and shall be a burden and a benefit to the GRANTOR, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns;

1. DEFINITIONS: Certain terms used in this MASTER DEED shall be defined as follows, unless the context clearly indicates a different meaning therefor:

- (a) GRANTOR - John R. Grasso and Elvena R. Grasso, his wife, who have made and executed this MASTER DEED.
- (b) MASTER DEED - This instrument by which the Sea Isle Sands Condominium is established as provided under the Condominium Act of the State of New Jersey.
- (c) PROJECT - The entire parcel of real property referred to in this MASTER DEED and described in Exhibit A to be dedicated to condominium, including all structures thereon.
- (d) MAP - Those prints consisting of Exhibit B attached hereto showing the UNITS and COMMON ELEMENTS of the PROJECT and filed for record herewith by the GRANTOR.

MCA 1442 OF 639

## (e) ASSOCIATION -

association, a non profit corporation formed, pursuant to Title 15 of the New Jersey Statutes for the purposes designated in Exhibit C attached hereto and made a part hereof.

(f) UNIT - The elements of the PROJECT not owned in common with the UNIT owners of the other UNITS, as shown on the MAP. The boundary lines of each UNIT are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, doors and door frames, and trim, and include nevertheless, all of the window glass, window screens, and aluminum window frames, and include both the portion of the said building so described and the space encompassed thereby. The UNIT also includes all plumbing, electrical and gas services, and apparatus, if any, attached to and a part of the UNIT. The UNIT does not include fee simple title to any parking facilities, porches, stoops, exterior stairways, patios, patio perimeter fences, or exterior fencing, foundations and land upon which improvements are located.

(g) COMMON ELEMENT - All land and all portions of the property not located within any UNIT; including but not by way of limitation, roofs, foundations, bearing walls, perimeter walls, interior central dividing walls, exterior stairways, stoops and porches, exterior fencing, patio, and fixtures

BOOK 1442 PAGE 662

## EXHIBIT A

## Legal Description

The land referred to in this MASTER DEED is described as follows:

ALL THAT CERTAIN land and premises situate in the City of Sea Isle City, County of Cape May and State of New Jersey, bounded and described as follows:

BEING Lots 31 and 32, Block 39-C, as shown on plan entitled Subdivision of Part of Sheet #6, showing lands of the Prudential Development Corp., Sea Isle City Gardens, City of Sea Isle City, Cape May County, New Jersey, dated May 11, 1925, made by Wm. H. Collisson, Jr., City Engineer, duly filed June 23, 1925, together with that 10 feet wide portion of the 20 feet wide street adjoining said Lots 31 and 32, to the Southwest, as vacated by Ordinance No. 439, City of Sea Isle City, New Jersey, adopted August 24, 1970, and recorded September 22, 1970 in Vacation Book 2, Page 248.

BEGINNING at a point in the Southwesterly line of 39th Street (formerly Garrison Street) 210 feet Northwestwardly from the Northwestery line of Central (formerly Brewster Street) Avenue; extending thence

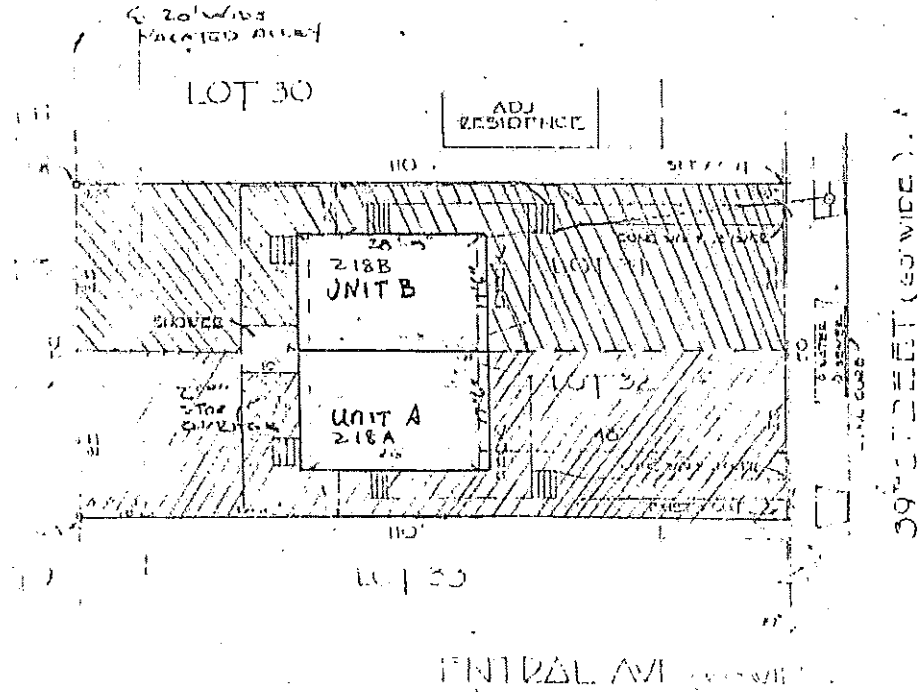
(1) Northwestwardly along said Southwesterly line of 39th Street 50 feet in front or breadth and of that width extending Southwesterly between parallel lines with Central Avenue, 110 feet in length or depth to the former center line of a 20 foot wide street (now vacated) extending through aforesaid Block 39-C.



BEING Lots 31 and 32 in Block 39.04 as shown on Official Tax Map of the City of Sea Isle City.

EXHIBIT B

201007 101 01

See Following Map



-  common area limited to use of
-  common area limited to use of

### Plan of Sea Isle Sands Condominium



**JOHN C. GIBSON AND ASSOCIATES**  
 CONSULTING ENGINEERS AND SURVEYORS  
 SEA ISLE CITY, N. J.

PLAN OF SURVEY

LOT 30 & 31, BLOCK

SEA ISLE CITY

CAPE MAY COUNTY, N. J.

IN WITNESS WHEREOF, I HEREBY CERTIFY TO THE ACCURACY (EXCEPT SUCH MARGINALS) OF THE INFORMATION ON THIS SURVEY AND TO THE CORRECTNESS OF THE TITLE TO THE LANDS AND DISTRICTS AS SHOWN THEREON AND TO THE CORRECTNESS OF THE TITLE TO THE LANDS AND DISTRICTS SHOWN THEREON.

*[Signature]*  
**JOHN C. GIBSON**  
 P. E. & L. S. LICENSE NO. 11228

3-25-78  
 12-4-78

DATE 3-22-79	SCALE: 1"=20'	BK. PG.	DWG. NO. 2152
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DCC1442 PAGE 664

EXHIBIT C  
BY-LAWS  
OF  
Sea Isle Sands Condominium  
Condominium Association

ARTICLE I  
NATURE OF BY-LAWS

SECTION 1. These By-Laws are intended to govern the Administration of Sea Isle Sands Condominium Association, hereinafter referred to as the "Association," a non-profit membership corporation organized under Title 15 of the Revised Statutes of New Jersey, together with the management and administration of the common elements of Sea Isle Sands, a condominium, hereinafter referred to as Sea Isle Sands Condominium, which has been established by a Master Deed to which these By-Laws were appended and labeled Exhibit D. Unless clearly indicated to the contrary, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference.

ARTICLE II  
MANAGEMENT COMMITTEE

SECTION 1. Number and Qualifications. The affairs of the Association shall be governed by a Management Committee. Until all of the units shall have been sold by the Grantor, owner of the Project, and shall have been paid for, and title closed, and thereafter until their successors shall have been elected by the Unit Owners, the Management Committee shall consist of the persons designated as being the Initial Incorporators of the Association. Thereafter, the Management Committee shall be composed of one designee per unit, said designee being a title holder to the unit, all of which acting as a committee of the whole.

EXHIBIT F

TOPOGRAPHIC SURVEY

See Exhibit B above wherein is found the survey of the land.

EXHIBIT G

SCHEDULE OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

The following schedule represents for each designated Unit the percentage of interest in common elements for that Unit, pursuant to the New Jersey Condominium Act. Units shall be deemed completed upon the issuance of the Certificate of Occupancy by the City of Sea Isle City, and appropriate amendments have been filed.

<u>UNIT NO.</u>	<u>UNIT SQUARE FEET AREA</u>	<u>PERCENTAGE INTEREST</u>
1		50%
2		50%
		<hr/> 100%



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE  
Governor

OFFICE OF DREDGING AND SEDIMENT TECHNOLOGY  
MAIL CODE 401-06 P.O. BOX 420  
TRENTON, NEW JERSEY 08625  
(609) 292-1250  
FAX: (609) 777-1914

BOB MARTIN  
Commissioner

KIM GUADAGNO  
Lt. Governor

December 21, 2011

Mr. Christopher Dailey  
GEI Consultants Inc.  
18000 Horizon Way, Suite 200  
Mount Laurel, NJ 08054

RE: Authorization for Coastal General Permit #15  
Applicant: Jersey Central Power & Light Company  
Project: Sea Isle City Former MGP Site  
File No.: 0509-11-0011.1 CAF 110001  
Block: 39.04 Lots: 31, 32  
City of Sea Isle City, Cape May County

Dear Mr. Dailey:

The Office of Dredging & Sediment Technology has reviewed the referenced application for a General Permit authorization pursuant to the requirements of the Coastal Permit Program Rules at N.J.A.C. 7:7-7 and in accordance with the Coastal Area Facility Review Act (N.J.S.A. 13:19 et seq.) and/or the Waterfront Development Law (N.J.S.A. 12:5-3).

This permit authorizes remedial activities at the former Jersey Central Power & Light site identified in the NJDEP SRP Remedial Action Workplan as (214 and 218 39<sup>th</sup> Street Sea Isle City Coal Gas).

The following activities are hereby authorized:

Temporary relocation of the single family home; installation of approximately 230 linear feet of steel sheeting along the excavation perimeter; excavation of approximately 2,027 cubic yards contaminated soils to a depth of approximately 12 feet below ground surface; dewatering with on-site pre-treatment and final discharge to the Cape May County MUA. Excavation areas shall be backfilled with certified clean fill material after the impacted soil has been removed; and replacement of the home at its original location and configuration except elevating the building to comply with local flood zone requirements.

This remediation investigation is to take place in accordance with Remedial Investigation Workplan & Variance Approval (SRP PI # G00006130) Activity # RPC000001

The following drawings are approved:

Sheets 1 through 4 of 4 entitled "Sea Isle City Former MGP Site, City of Sea Isle City, New Jersey" prepared by GEI Consultants dated 11/15/2011.

By this permit, the State of New Jersey does not relinquish tidelands ownership or claim to any portion of the subject property or adjacent properties.

Project Specific Conditions

In addition to the conditions noted at N.J.A.C. 7:7-1.5, the activities allowed by this authorization shall comply with the following conditions. Failure to comply with these conditions shall constitute a violation of the Coastal Area Facility Review Act (N.J.S.A. 13:19-1 et seq.) and/or the Waterfront Development Law (N.J.S.A. 12:5-3).

1. All proposed construction shall take place in accordance with the provisions the approved Remedial Action Workplan.
2. All necessary local, Federal, and other State approvals must be obtained by the applicant prior to the commencement of the herein permitted activities. Approvals from the following may be required: Site Remediation Program, New Jersey Department of Environmental Protection.

Standard Permit Conditions:

The following standard conditions shall apply to all General Coastal Permits:

1. This permit is NOT VALID until the permit acceptance form has been signed by the applicant, accepting and agreeing to adhere to all permit conditions, and returned to the appropriate regional office within the Division of Land Use Regulation.
2. This permit, including all conditions listed herein, shall be recorded in the office of the County Clerk (the Registrar of Deeds and Mortgages if applicable) in the county or counties wherein the lands included in the permit are located within ten (10) days after receipt of the permit by the applicant. A copy of the recorded permit shall be forwarded to the Division of Land Use Regulation immediately thereafter.
3. The permittee shall notify, in writing, the NJDEP, Bureau of Coastal and Land Use Enforcement at 1510 Hooper Avenue, Toms River, NJ 08753, three working days prior to the commencement of construction on the site or site preparation.
4. The issuance of this permit shall in no way expose the Department to liability for the sufficiency or correctness of the design of any construction or structures. Neither the State nor the Department shall be liable for any loss of life or property which may occur by virtue of the activity or development resulting from any permit.
5. The permittee shall allow the authorized representatives of the Department free access to the site at all time when construction activity is taking place, and at other times upon notice to the permittee.
6. The activities shown by plans and/or other engineering data, which are this day approved, shall be constructed and/or executed in conformity with such plans and/or engineering data and conditions herein. No change in plans or specifications upon which this permit is issued shall be made except with the prior written permission of the Department, in accordance with N.J.A.C. 7:7-4.10.



7. A copy of this permit and approved plans shall be kept at the construction site and shall be exhibited upon request to any person.
8. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of this permit. The Department may, upon discovery of such anticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit, pursuant to N.J.A.C. 7:7-4.11.
9. This permit does not waive the obtaining of any local, State or Federal permits which may be required. This permit is not valid and no work shall be undertaken until such time as all other required approvals and permits have been obtained.
10. All fill and other earth work on the lands encompassed within this permit authorization shall be stabilized in accordance with "Standards for Soil Erosion and Sediment Control in New Jersey," (obtainable from local Soil Conservation District Offices) promulgated by the New Jersey State Soil Conservation Committee, pursuant to the soil Erosion and Sediment Control Act of 1975, N.J.S.A. 4:24-42 et. Seq. and N.J.A.C. 2:90-1.3 through 1.14. These standards are hereby incorporated by reference.
11. The Office of Dredging and Sediment Technology has not reviewed this application for consistency with the Areawide Water Quality Management Plan and the issuance of this permit shall not be construed as an approval of any wastewater management plan for this project or site. There shall be no construction of any sewage generating structures unless and until the proposed development has been found to be consistent with the appropriate areawide water quality management plan.

#### Duration of Authorization/Notification of Work

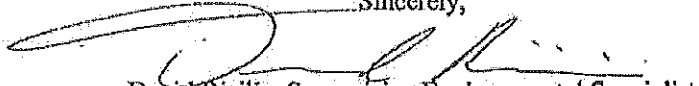
This authorization for a General Permit is valid for a term not to exceed five years from the date of receipt from the Department. If the term of this authorization exceeds the expiration date of the general permit issued by rule, and the permit upon which the authorization is based is modified by rule to include more stringent standards or conditions, the permittee must comply with the requirements of the new regulations by applying for a new General Permit authorization unless construction is already underway. If this General permit is not reissued, the permittee must apply for an individual CAFRA permit unless construction pursuant to the prior General Permit is underway.

In order to promote inter-governmental cooperation in management of our natural resources, a copy of this decision shall be shared with appropriate local and federal agencies.

BK D3479 Pg 705 #220  
RECORDED COUNTY OF CAPE MAY  
Rita Maria Fulginiti, County Clerk  
Recording Fee 60.00  
Date 01-09-2012 @ 12:37p

If you have any questions regarding this letter, please contact me in writing at the above address, by e-mail at [dave.risilia@dep.state.nj.us](mailto:dave.risilia@dep.state.nj.us) or by telephone at (609) 292-9342. Please reference the file number in all communication.

Sincerely,



David Risilia, Supervising Environmental Specialist  
Office of Dredging and Sediment Technology  
Site Remediation Program

c: Sea Isle City Construction Official