

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

October 05, 2021

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

Re: File No. RT-57640
Jersey Central Power & Light Company
Lot 20 in Block 40.04

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

**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 in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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[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-57640]
[Property Address: 220 40th St, Sea Isle City, NJ 08243-2010]
[Revision Number:]

SCHEDULE A

1. Commitment Date: September 15, 2021
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: TBD
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 Kenneth Brumbgerger and Samantha Brumberger, husband and wife, dated December 18, 2012, recorded December 26, 2012 in the Cape May County Clerk's Office in Book D3520, Page 231.

5. The Land is described as follows:

(SEE LEGAL DESCRIPTION ATTACHED HERETO)

NOTE FOR INFORMATION: 220 40th Street, Tax Lot 20, Tax Block 40.04 in the City of Sea Isle, County of Cape May, State of New Jersey.

NOTE FOR INFORMATION ONLY: Mailing Address is 220 40th Street, Sea Isle City, NJ 08243-2010

RIVERVIEW TITLE AGENCY, LLC

By:  _____
Authorized Signatory

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LEGAL DESCRIPTION

ALL that certain tract or parcel of land, situated, lying and being in the City of Sea Isle, County of Cape May, State of New Jersey, more particularly described as follows:

BEGINNING on the southwesterly side of 40th Street, formerly Fritz Street, 210 feet northwestwardly from the northwesterly side of Central Avenue, formerly Brewster Street, and running; thence

1. North 57 degrees 21 minutes 00 seconds West, along the southwesterly side of 40th Street, the distance of 50.00 feet to a point in the division line between Lots 20 and 28, Block 40.04; thence
2. South 32 degrees 39 minutes 00 seconds West, by Lot 28, the distance of 110.00 feet to a point corner to Lots 14, 8 and 20, said Block and Map; thence
3. South 57 degrees 21 minutes 00 seconds East; by Lot 8, the distance of 50.00 feet to a point corner to Lots 8, 9, 21 and 20, said Block and Map; thence
4. North 32 degrees 39 minutes 00 seconds East, by Lot 21, the distance of 110.00 feet to the aforementioned southwesterly side of 40th Street, the point and place of BEGINNING.

Being further described as follows:

BEGINNING at a capped iron bar set in the southwesterly right-of-way line of Fortieth Street, formerly known as Fritz Street, (60 foot right-of-way), said point being distant 210.00 feet northwesterly from the intersection of the southwesterly right-of-way line of Fortieth Street, with the northwesterly right-of-way line of Central Avenue, formerly known as Brewster Avenue, (66 foot right-of-way); thence

1. Along the southwesterly right-of-way line of Fortieth Street, North 57 degrees 21 minutes 00 seconds West, a distance of 50.00 feet to a concrete monument found; thence
2. Along the dividing line between Lot 20 and Lot 28, Block 40-C, as shown on a map entitled "Sub-Division of Part of Sheet #6, Showing Lands of the Prudential Development Corp.," South 32 degrees 39 minutes 00 seconds West, parallel with the northwesterly right-of-way line of Central Avenue, a distance of 110.00 feet to a capped iron bar set; thence
3. Parallel with the southwesterly right-of-way line of Fortieth Street, South 57 degrees 21 minutes 00 seconds East, a distance of 50.00 feet to a capped iron bar set; thence
4. Along the dividing line between Lot 20 and Lot 21, Block 40-C, as shown on said map, North 32 degrees 39 minutes 00 seconds East, parallel with the northwesterly right-of-way line of Central Avenue, a distance of 110.00 feet to the southwesterly right-of-way line of Fortieth Street and the point of BEGINNING.

Being all of Lot 20, Block 40-C, as shown on a map entitled "Sub-Division of Part of Sheet #6, Showing Lands of the Prudential Development Corp, Sea Isle City Gardens," filed at the Cape May County Clerk's Office on June 23, 1925, as Map No- 224.

Tax Lot: 20, Block: 40.04; 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 220 40th Street, Sea Isle City, NJ 08243-2010.

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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 Co 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 Claimed.
21. THE RECORD DISCLOSES NO OPEN MORTGAGES OF RECORD. Grantor's and/or Mortgagor's Affidavit of Title must so specify.
22. 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.

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 that 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. General Restrictions of the Sea Isle Improvement Company.
13. Deed Notice as contained in Book 976, Page 529.
14. First Amendment of Agreement as contained in Book 720, Page 155. (Original not recorded)

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SCHEDULE B, PART II
Exceptions
(continued)

15. Subject to the possible outstanding riparian interest and/or fee title that may be vested in the State of New Jersey, in and to, any portion of the subject premises now or heretofore flowed by tides.

16. Vacant or abandoned properties registration fee or fine or penalty due and owing to Township of Sea Isle City.
Proof is required that the vacant or abandoned properties registration fee or fine or penalty, as set forth in the tax search attached to this commitment, has been paid.
INFORMATIONAL NOTE: Although beyond the scope of coverage afforded by the policy, your attention is called (for informational purposes only) to the adoption of municipal regulations concerning vacant and abandoned properties, which may, inter alia, impose registration fees or fines (or both) with respect to the same. Note that the Company may not insure that the property described herein is or is not affected by such regulations; or that the transaction to be insured comports with the provisions thereof; or that such fees or fines (if any) have been paid or satisfied or do or do not affect the property described herein; whether by way of affirmative insurance or otherwise.

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For: RIVERVIEW TITLE AGENCY

BLOCK : 40.04 ASSESSED OWNER : JERSEY CENTRAL POWER & LIGHT CO
 LOT : 20 BILLING ADDRESS : % G THORNTON PO BOX 4747 OAKBROOK, IL 60522
 QUAL : LOT ADDRESS : 220 40TH ST
 XLOT : 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 : \$574,800 IMP. : \$578,600 TOT. : \$1,153,400

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

TAX EXEMPTIONS : NONE

2020 TAXES : \$8,465.96 PAID IN FULL

-2021 - DUE DATE :

QTR1 - 02/01 : \$2,116.49 PAID

QTR2 - 05/01 : \$2,116.49 PAID

QTR3 - 08/01 : \$2,289.50 PAID

QTR4 - 11/01 : \$2,289.50 OPEN

-2022 - DUE DATE :

QTR1 - 02/01 : \$2,203.00 OPEN

QTR2 - 05/01 : \$2,202.99 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-258-8162699

NEW JERSEY TAX & ASSESSMENT SEARCH

For: RIVERVIEW TITLE AGENCY

BLOCK : 40.04	ASSESSED OWNER : JERSEY CENTRAL POWER & LIGHT CO
LOT : 20	BILLING ADDRESS : % G THORNTON PO BOX 4747 OAKBROOK, IL 60522
QUAL :	LOT ADDRESS : 220 40TH ST
XLOT :	CAPE MAY : SEA ISLE CITY (609) 263-4461
	233 JOHN F KENNEDY BLVD HTTP://SIS-
	(MUNI CODE: 0509) 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 #: 1266 6 07/01/2021 - 09/30/2021 \$82.00 PAID; SUBJECT TO FINAL READING; \$75.00 FINAL READING FEE; PLEASE PROVIDE 2 WEEKS NOTICE.
: SEA ISLE CITY 233 JOHN F KENNEDY BLVD SEA ISLE,NJ 08243 609-263-4461
ACCT #: 1266 5 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 #: 1266 6 07/01/2021 - 09/30/2021 \$223.00 PAID; SUBJECT TO FINAL READING; \$75.00 FINAL READING FEE; PLEASE PROVIDE 2 WEEKS NOTICE.
: SEA ISLE CITY 233 JOHN F KENNEDY BLVD SEA ISLE,NJ 08243 609-263-4461
ACCT #: 1266 5 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



*** UNITED STATES PATRIOT NAME SEARCH ***

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 *****

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: 220 40TH ST SEA ISLE CITY, NJ 00000 BLOCK: 40.04 LOT: 20		Address Found: 220 40TH ST SEA ISLE CITY, NJ BLOCK: 40.04 LOT: 20	
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 FL2021-258-1618
--	--

Loan Number:

Order Number: FL2021-258-1618

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 ALL OR A PORTION OF THE PROPERTY HEREINAFTER DESIGNATED IS 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 PRIOR GRANTS OR LEASES OF STATE-OWNED TIDELANDS AND OTHER RESERVATIONS WHICH APPEAR ON THE ADOPTED MAP AND OVERLAY.

APPLICABLE TIDELANDS MAP

TIDELANDS MAP NUMBER: 112-1986 & 112-1992 - 27-MAY-82

TIDELANDS MAP DATE: 27-MAY-1982

DESIGNATED PROPERTY

COUNTY: CAPE MAY

STATE: NEW JERSEY

MUNICIPALITY: CITY OF SEA ISLE CITY

BLOCK: 40.04

LOT: 20

STREET NUMBER & NAME: 220 40TH ST

SEARCH RESULTS

FINDINGS: CLAIMED

TYPE OF CLAIM: WATER COURSE

APPROXIMATE SIZE OF CLAIM: 0-1%

DATED: 15-SEP-2021

FEE: \$30.00

TAX: \$0.00

TOTAL: \$30.00

CHARLES JONES LLC
HAS EXECUTED THIS CERTIFICATE

Tidelands Claim Search



Tidelands Legend

PIQ		Claimed		TimeBarred		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.



GRANT SEARCH

ACCOUNT: 370476820

REFERENCE: RT-5764

RIVERVIEW TITLE AGENCY

1073 PALISADE AVE
FORT LEE, NJ 07024

SUBJECT PROPERTY

COUNTY: CAPE MAY

STATE: NEW JERSEY

MUNICIPALITY: CITY OF SEA ISLE CITY

BLOCK: 40.04

LOT: 20

APPLICABLE TIDELAND MAP NUMBER: 112-1986 & 112-1992 - 27-MAY-82

IN RESPONSE TO YOUR REQUEST, CHARLES JONES LLC, HAS REVIEWED THE CONVEYANCE MAPS OF THE NEW JERSEY TIDELANDS MANAGEMENT BUREAU FOR PRIOR TIDELAND INSTRUMENTS WHICH MAY AFFECT ON THE ABOVE-REFERENCED PROPERTY. THE RESULTS ARE AS FOLLOWS:

NO TIDELAND INSTRUMENTS FOUND.

WE RECOMMEND CAREFUL REVIEW OF THE INSTRUMENT(S) LISTED ABOVE. CHARLES JONES LLC IS SIMPLY REPORTING THAT THESE INSTRUMENTS APPEAR IN THE RECORDS OF THE TIDELANDS MANAGEMENT BUREAU, AND IT ASSUMES NO RESPONSIBILITY FOR THEIR NATURE, EXTENT OR VALIDITY.

DATED: 15-SEP-2021

FEE: NO CHARGE

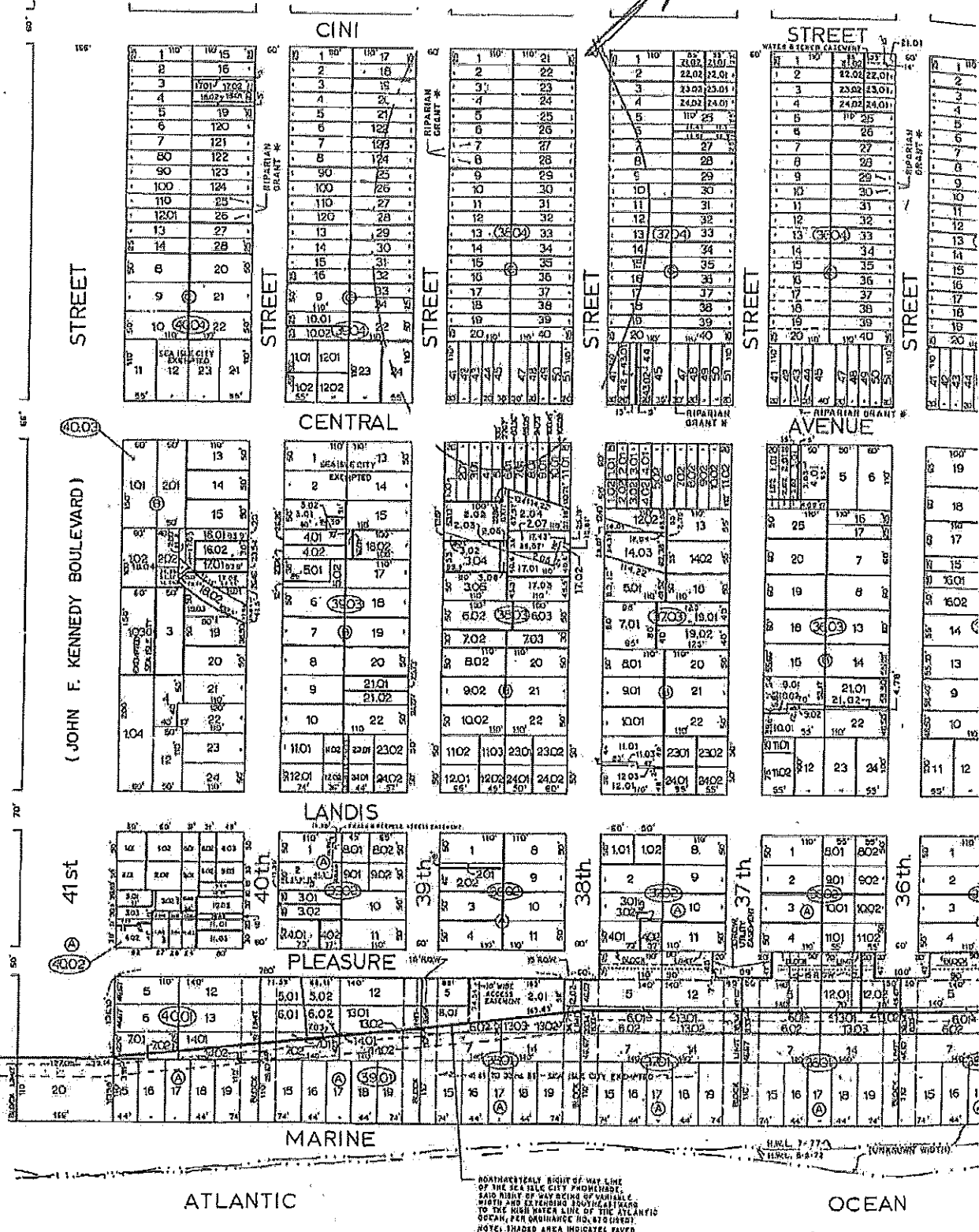
TIDELAND SEARCH #: TD21-258-1619

GRANTSEARCH #: GS21-258-1668

TAX MAP

SHEET NO 6

- VISIONS
- 12-22-32
 - 1-3-35
 - 1-2-36
 - 1-14-37
 - 1-2-38
 - 1-4-39
 - 3-6-40
 - 9-19-41
 - 9-24-43
 - 2-22-45
 - 11-16-46



STREET

(JOHN F. KENNEDY BOULEVARD)

41st

40th

39th

38th

37th

36th

CINI

CENTRAL

LANDIS

PLEASURE

MARINE

ATLANTIC

STREET

AVENUE

OCEAN

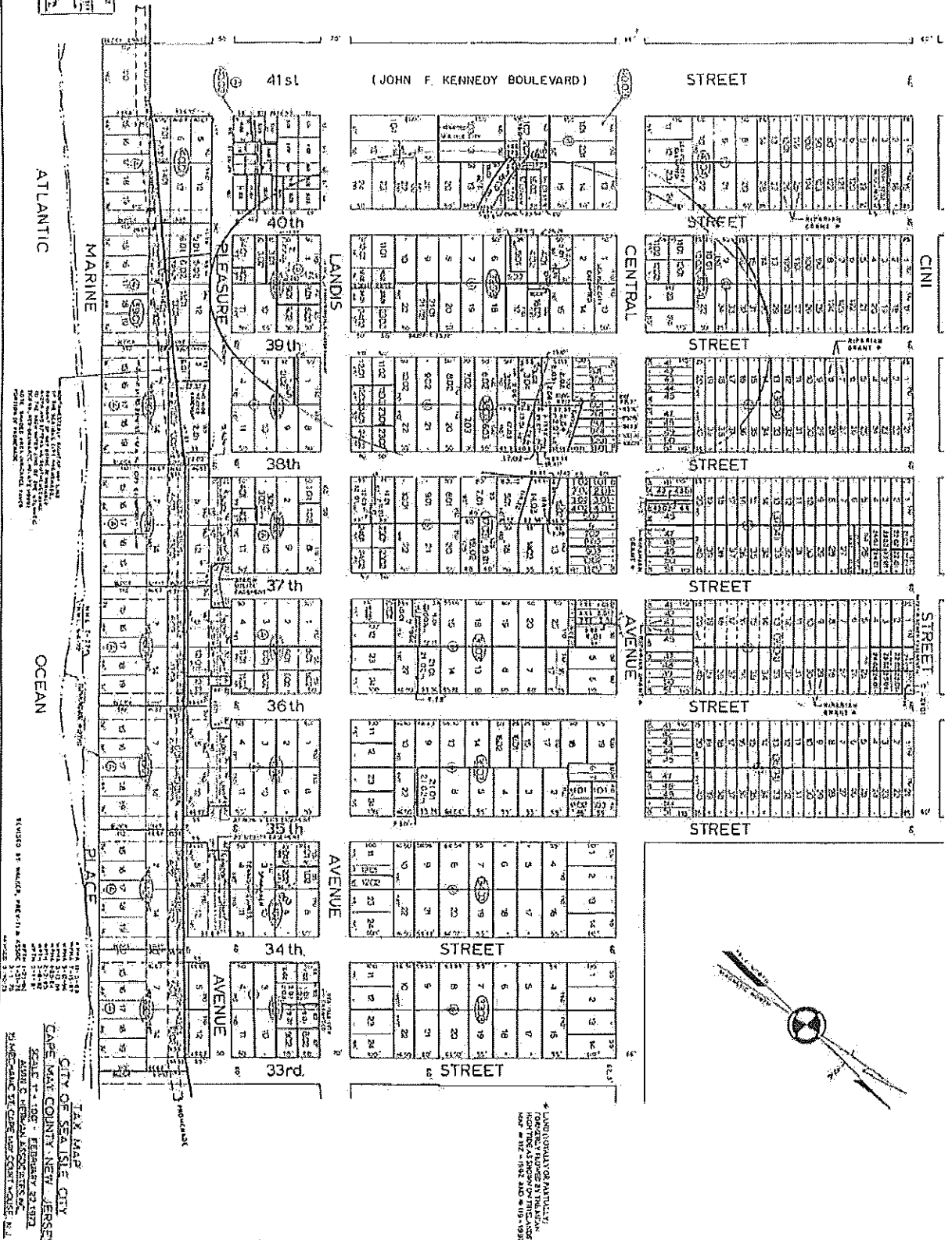
FRONT PORTION OF DISTRICT
DIVISION OF TOWN
AND UTILITY DEPARTMENT
IN A TAX MAP PREPARED BY THE
JOB OF DIVISION OF TOWN AND
UTILITY DEPARTMENT OF TOWN
OF SEASIDE, N.J.
P. H. ...
11-1-1973

NORTHEASTLY CORNER OF WAY LINE
OF THE SEA SIDE CITY FRONTAGE,
SAID CITY OF VARIOUS VARIABLE
WIDTH AND EXTENDING FOOTING AT RIGHT
TO THE HIGH WATER LINE OF THE ATLANTIC
OCEAN, PER QUINANCE NO. 672-1967.
NOTE: SHADED AREA INDICATES TAXED
PORTION OF FRONTAGE.

REVISORS
 11-21-83
 11-17-83
 11-17-83
 11-17-83
 11-17-83
 11-17-83
 11-17-83
 11-17-83
 11-17-83

SHEET NO 8

ALL THE INFORMATION ON THIS MAP IS THE PROPERTY OF THE CITY OF SEASIDE, CALIFORNIA. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE CITY OF SEASIDE, CALIFORNIA.



SHEET NO 6

SHEET NO 4

TAX MAP
 CITY OF SEASIDE, CALIFORNIA
 CAPIE MAP COUNTY, NEW JERSEY
 SCALE: 1" = 100 FEET
 ALBERT E. HERRICK, REGISTERED SURVEYOR
 1110 COMMERCIAL STREET, SEASIDE, CALIFORNIA 94134
 REVISED BY HAZEL, PARVILA, APRIL 1983

LAND INFORMATION AVAILABLE:
 FOR THE CITY OF SEASIDE, CALIFORNIA
 HOW TO OBTAIN THIS INFORMATION
 MAP # 172 - 1982 240 - 09 - 092

SHEET NO 3

SHEET NO 4

5

5

Prudential Div

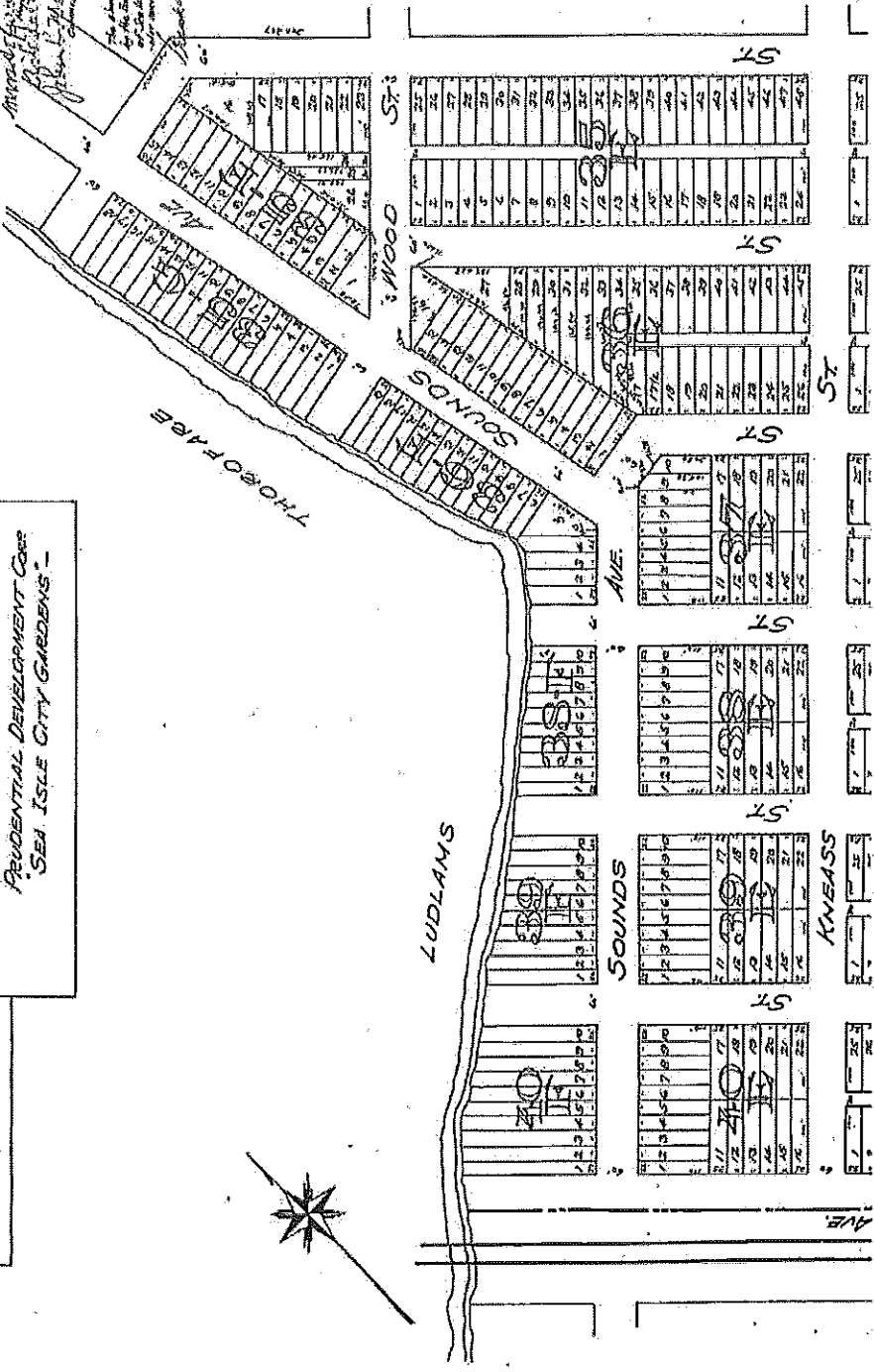
Filed 12-20-1925
 No. 10,000

**SUB-DIVISION OF PART OF SHEET No. 16 --
 SHOWING LANDS OF THE
 PRUDENTIAL DEVELOPMENT CORP.
 SEA ISLE CITY GARDENS.**

**CITY OF SEA ISLE CITY
 CEMETARY Co. New Jersey**
 Map No. 1155 Scale 1:1000
 Approved by the City Council



As is shown by the Board of Commissioners of the City of Sea Isle City, N.J., that the map of the subdivisions of part of City Block No. 16, Lots of 1-20, 21-40, 41-60, 61-80, 81-100, 101-120, 121-140, 141-160, 161-180, 181-200, 201-220, 221-240, 241-260, 261-280, 281-300, 301-320, 321-340, 341-360, 361-380, 381-400, 401-420, 421-440, 441-460, 461-480, 481-500, 501-520, 521-540, 541-560, 561-580, 581-600, 601-620, 621-640, 641-660, 661-680, 681-700, 701-720, 721-740, 741-760, 761-780, 781-800, 801-820, 821-840, 841-860, 861-880, 881-900, 901-920, 921-940, 941-960, 961-980, 981-1000, 1001-1020, 1021-1040, 1041-1060, 1061-1080, 1081-1100, 1101-1120, 1121-1140, 1141-1160, 1161-1180, 1181-1200, 1201-1220, 1221-1240, 1241-1260, 1261-1280, 1281-1300, 1301-1320, 1321-1340, 1341-1360, 1361-1380, 1381-1400, 1401-1420, 1421-1440, 1441-1460, 1461-1480, 1481-1500, 1501-1520, 1521-1540, 1541-1560, 1561-1580, 1581-1600, 1601-1620, 1621-1640, 1641-1660, 1661-1680, 1681-1700, 1701-1720, 1721-1740, 1741-1760, 1761-1780, 1781-1800, 1801-1820, 1821-1840, 1841-1860, 1861-1880, 1881-1900, 1901-1920, 1921-1940, 1941-1960, 1961-1980, 1981-2000, 2001-2020, 2021-2040, 2041-2060, 2061-2080, 2081-2100, 2101-2120, 2121-2140, 2141-2160, 2161-2180, 2181-2200, 2201-2220, 2221-2240, 2241-2260, 2261-2280, 2281-2300, 2301-2320, 2321-2340, 2341-2360, 2361-2380, 2381-2400, 2401-2420, 2421-2440, 2441-2460, 2461-2480, 2481-2500, 2501-2520, 2521-2540, 2541-2560, 2561-2580, 2581-2600, 2601-2620, 2621-2640, 2641-2660, 2661-2680, 2681-2700, 2701-2720, 2721-2740, 2741-2760, 2761-2780, 2781-2800, 2801-2820, 2821-2840, 2841-2860, 2861-2880, 2881-2900, 2901-2920, 2921-2940, 2941-2960, 2961-2980, 2981-3000, 3001-3020, 3021-3040, 3041-3060, 3061-3080, 3081-3100, 3101-3120, 3121-3140, 3141-3160, 3161-3180, 3181-3200, 3201-3220, 3221-3240, 3241-3260, 3261-3280, 3281-3300, 3301-3320, 3321-3340, 3341-3360, 3361-3380, 3381-3400, 3401-3420, 3421-3440, 3441-3460, 3461-3480, 3481-3500, 3501-3520, 3521-3540, 3541-3560, 3561-3580, 3581-3600, 3601-3620, 3621-3640, 3641-3660, 3661-3680, 3681-3700, 3701-3720, 3721-3740, 3741-3760, 3761-3780, 3781-3800, 3801-3820, 3821-3840, 3841-3860, 3861-3880, 3881-3900, 3901-3920, 3921-3940, 3941-3960, 3961-3980, 3981-4000, 4001-4020, 4021-4040, 4041-4060, 4061-4080, 4081-4100, 4101-4120, 4121-4140, 4141-4160, 4161-4180, 4181-4200, 4201-4220, 4221-4240, 4241-4260, 4261-4280, 4281-4300, 4301-4320, 4321-4340, 4341-4360, 4361-4380, 4381-4400, 4401-4420, 4421-4440, 4441-4460, 4461-4480, 4481-4500, 4501-4520, 4521-4540, 4541-4560, 4561-4580, 4581-4600, 4601-4620, 4621-4640, 4641-4660, 4661-4680, 4681-4700, 4701-4720, 4721-4740, 4741-4760, 4761-4780, 4781-4800, 4801-4820, 4821-4840, 4841-4860, 4861-4880, 4881-4900, 4901-4920, 4921-4940, 4941-4960, 4961-4980, 4981-5000, 5001-5020, 5021-5040, 5041-5060, 5061-5080, 5081-5100, 5101-5120, 5121-5140, 5141-5160, 5161-5180, 5181-5200, 5201-5220, 5221-5240, 5241-5260, 5261-5280, 5281-5300, 5301-5320, 5321-5340, 5341-5360, 5361-5380, 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9021-9040, 9041-9060, 9061-9080, 9081-9100, 9101-9120, 9121-9140, 9141-9160, 9161-9180, 9181-9200, 9201-9220, 9221-9240, 9241-9260, 9261-9280, 9281-9300, 9301-9320, 9321-9340, 9341-9360, 9361-9380, 9381-9400, 9401-9420, 9421-9440, 9441-9460, 9461-9480, 9481-9500, 9501-9520, 9521-9540, 9541-9560, 9561-9580, 9581-9600, 9601-9620, 9621-9640, 9641-9660, 9661-9680, 9681-9700, 9701-9720, 9721-9740, 9741-9760, 9761-9780, 9781-9800, 9801-9820, 9821-9840, 9841-9860, 9861-9880, 9881-9900, 9901-9920, 9921-9940, 9941-9960, 9961-9980, 9981-10000.



#563 Plat #224 E 10-23-1925

563



MILE KILOMETER

6

2

KNEASS

ST

GARRISON

ST

(Army Recorders Map)

OCEAN

FRITZ

GARRISON

SWAIN

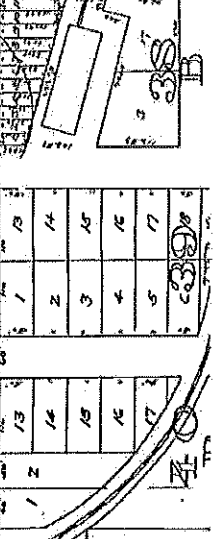
HARTSON

HOUSE

MATILDA

CENTRAL

AVE



212-26-12

Deed

Bk D3520 Pg 231 #376
COUNTY OF CAPE MAY
Consideration 1,098,000.00
Realty Transfer Fee 21,740.00
Date 12-26-2012 By CLERK PDM

This Deed is made on December , 2012,
BETWEEN

KENNETH BRUMBGERGER and SAMANTHA BRUMBERGER, husband and wife,

whose address is 1136 Tower Lane East, Narberth, PA 19072

referred to as the Grantor,
AND

JERSEY CENTRAL POWER & LIGHT COMPANY

whose address is 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.

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
ONE MILLION NINETY-EIGHT THOUSAND (and 00/100) DOLLARS (\$1,098,000.00)
The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of AVALON
Block No. 40.04 Lot No. 20 Qualifier No. Account No.
 No lot and block or account 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 County of CAPE MAY
and State of New Jersey. The legal description is:

The legal description is attached to this Deed as Exhibit "A".

BEING the same land and premises which Beverly Reeves, by Deed dated July 8, 2005 and recorded July 16, 2005 in Deed Book 3173, page 243, in the Cape May County Clerk's Office, granted and conveyed to Kenneth Brumberger.

UNDER AND SUBJECT to Conditions and Restrictions of record.

Prepared by: (print signer's name below signature)

(For Recorder's Use Only)


Steven T. Hanford, Esq.

6
R
N

RTP-1EE (Rev. 12/08)

MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L. 1966, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

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

STATE OF NEW JERSEY

COUNTY MORRIS

County Municipal Code
0509

FOR RECORDER'S USE ONLY	
Consideration	\$ <u>1,098,000-</u>
RTP paid by buyer	\$ <u>10,980</u>
Date	<u>12-26-2012</u> By <u>[Signature]</u>

MUNICIPALITY OF PROPERTY LOCATION Sea Isle City

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side) XXX-XX-X
 Deponent, Richard J. Conway, Jr., Esq., being duly sworn according to law upon his/her oath,
 (Name)
 deposes and says that he/she is the Legal Representative in a deed dated _____ transferring
 (Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending institution, etc.)
 real property identified as Block number 40.04 Lot number 20 located at
220 40th Street, Sea Isle City, Cape May County, New Jersey and annexed thereto.
 (Street Address, Town)

(2) CONSIDERATION \$ 1098000. (See Instructions #1, #5, and #11 on reverse side)

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

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

- (A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.
- | | |
|---|---|
| <input checked="" type="checkbox"/> Class 2 - Residential | <input type="checkbox"/> Class 4A - Commercial properties (If checked, calculation in (E) required below) |
| <input type="checkbox"/> Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property | <input type="checkbox"/> Cooperative unit (four families or less) (See C. 46:8D-3.) Cooperative units are Class 4C. |

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.

- Property class. Circle applicable class or classes: 1 3B 4B 4C 15
 Property classes: 1-Vacant Land; 3B-Farm property (Qualified); 4B-Industrial properties; 4C-Apartments; 15-Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)
- Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.
- Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTP-4.

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).

Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY

Total Assessed Valuation + Director's Ratio = Equalized Valuation			
Property Class	\$ _____	+ _____ % = \$ _____	
Property Class	\$ _____	+ _____ % = \$ _____	
Property Class	\$ _____	+ _____ % = \$ _____	
Property Class	\$ _____	+ _____ % = \$ _____	

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Value
\$ _____ + _____ % = \$ _____

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

(3) TOTAL 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. 1966, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1966, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 18th day of DECEMBER, 2012.

[Signature]
LUANN DESISTO
A Notary Public of New Jersey
My Commission Expires August 17, 2014

[Signature]
Richard J. Conway, Jr., Esq.
Deponent Address

Jersey Central Power & Light Co.
Grantee Name
300 Madison Ave Morristown NJ
Grantee Address at Time of Sale
Name/Company of Settlement Officer

County recording officers: forward one copy of each RTP-1EE to:

STATE OF NJ - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08646-0251
ATTENTION: REALTY TRANSFER FEE UNIT

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

The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit: www.state.nj.us/treasury/taxation/fpt/localtax.html



State of New Jersey
NONRESIDENT SELLER'S TAX DECLARATION
 (C.55, P.L. 2004)

GIT/REP-1
 (6-10)

(Please Print or Type)

Name(s)

Kenneth Brumberger and Samantha Brumberger

Street Address:

~~Bk D3520 Pa 233 #376~~

1136 Tower Lane East

City, Town, Post Office

State

Zip Code

Narberth

PA

19072

Block(s)

Lot(s)

Qualifier

40.04

20

Street Address:

220 40th Street

City, Town, Post Office

State

Zip Code

Sea Isle City

NJ

08243

Seller's Percentage of Ownership

Consideration

Closing Date

100%

1,098,000.00

12/18/2012

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.

12/18/12

Date

12/18/12

Date

Kenneth Brumberger

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

Samantha Brumberger

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

(Detach on dotted line)

EXHIBIT "A"

DESCRIPTION

Commitment No.: CTA-61292

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, being more particularly described as follows:

BEGINNING on the southwesterly side of 40th Street, formerly Fritz Street, 210 feet northwestwardly from the northwesterly side of Central Avenue, formerly Brewster Street, and running; thence

1. North 57 degrees 21 minutes 00 seconds West, along the southwesterly side of 40th Street, the distance of 50.00 feet to a point in the division line between Lots 20 and 28, Block 40.04; thence
2. South 32 degrees 39 minutes 00 seconds West, by Lot 28, the distance of 110.00 feet to a point corner to Lots 14, 8 and 20, said Block and Map; thence
3. South 57 degrees 21 minutes 00 seconds East, by Lot 8, the distance of 50.00 feet to a point corner to Lots 8, 9, 21 and 20, said Block and Map; thence
4. North 32 degrees 39 minutes 00 seconds East, by Lot 21, the distance of 110.00 feet to the aforementioned southwesterly side of 40th Street, the point and place of beginning.

Being further described as follows:

BEGINNING at a capped iron bar set in the southwesterly right-of-way line of Fortieth Street, formerly known as Fritz Street, (60 foot right-of-way), said point being distant 210.00 feet northwesterly from the intersection of the southwesterly right-of-way line of Fortieth Street, with the northwesterly right-of-way line of Central Avenue, formerly known as Brewster Avenue, (66 foot right-of-way); thence

1. Along the southwesterly right-of-way line of Fortieth Street, North 57 degrees 21 minutes 00 seconds West, a distance of 50.00 feet to a concrete monument found; thence

DESCRIPTION

Continued

Commitment No.: CTA-61292

2. Along the dividing line between Lot 20 and Lot 28, Block 40-C, as shown on a map entitled "Sub-Division of Part of Sheet #6, Showing Lands of the Prudential Development Corp.," South 32 degrees 39 minutes 00 seconds West, parallel with the northwesterly right-of-way line of Central Avenue, a distance of 110.00 feet to a capped iron bar set; thence

3. Parallel with the southwesterly right-of-way line of Fortieth Street, South 57 degrees 21 minutes 00 seconds East, a distance of 50.00 feet to a capped iron bar set; thence

4. Along the dividing line between Lot 20 and Lot 21, Block 40-C, as shown on said map, North 32 degrees 39 minutes 00 seconds East, parallel with the northwesterly right-of-way line of Central Avenue, a distance of 110.00 feet to the southwesterly right-of-way line of Fortieth Street and the POINT OF BEGINNING.

Being all of Lot 20, Block 40-C, as shown on a map entitled "Sub-Division of Part of Sheet #6, Showing Lands of the Prudential Development Corp, Sea Isle City Gardens," filed at the Cape May County Clerk's Office on June 23, 1925, as Map No- 224.

This description in accordance with a survey made on the ground June 20, 2012, and a Plat of said survey by Teunisen Surveying & Planning Co., mc, dated June 26, 2012.

Note for Information Only:

The land referred to in this Commitment is commonly known as Lot 20 in Block 40.04 on the Tax Map, City of Sea Isle, in the County of Cape May.

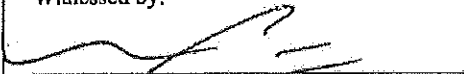
Bk D3520 Pg 236 #376
RECORDED COUNTY OF CAPE MAY
Rita Marie Fulginiti, County Clerk
Recording Fee 90.00
Date 12-26-2012 @ 04:02p

The street address of the Property is: 220 40th Street, Sea Isle City, NJ 08243

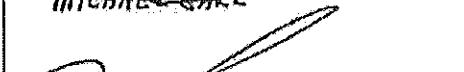
4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "Covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property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

6. **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. (Print name below each signature.)

Witnessed by:


MICHAEL CARR


KENNETH BRUMBERGER


MICHAEL CARR


SAMANTHA BRUMBERGER

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF MONTGOMERY:SS:

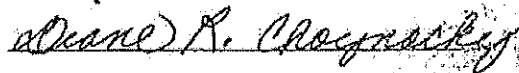
I CERTIFY that on DECEMBER 17, 2012

KENNETH BRUMBERGER AND SAMANTHA BRUMBERGER
personally came before me and stated 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 \$1,098,000.00 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).

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
DIANE R. CHOYNACKY, Notary Public
Jenkintown Boro., Montgomery County
My Commission Expires January 22, 2017



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 ADJOINING SAID PREMISES. THE OBJECT OF THESE CONVENANTS BEING TO SECURE THE HEALTH, BEAUTY-ORNAMENTATION, AND VALUE HAVE THE PREMISES.

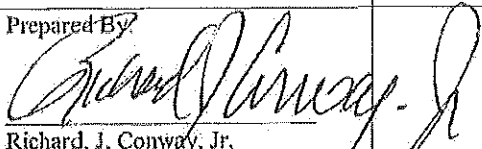
5/6/2005

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**

R11-12

**MEMORANDUM OF
AGREEMENT FOR SALE, FIRST AMENDMENT
AND
USE AND OCCUPANCY AGREEMENT (10/01/2012)**

Prepared By:  Richard, J. Conway, Jr.	Record and Return to: Richard J. Conway, Jr., Esq. Schenck, Price, Smith & King, LLP 220 Park Avenue, PO Box 991 Florham Park, NJ 07932-0991
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10/30/12

This Memorandum is made to reflect the terms of a First Amendment ("First Amendment") to a certain Agreement for Sale of Real Estate and Settlement Agreement dated on or about June 11, 2012 ("Contract" or "Agreement"), which includes an agreement and license for pre-Closing use and occupancy pending a postponed time of the essence closing ("Use and Occupancy Agreement" or "License"); by way of clarification, the terms "License," "Use and Occupancy Agreement," and "First Amendment" all mean the same instrument [i.e., this instrument]), made as of this 9th day of October, 2012, by and between Jersey Central Power & Light Company, whose address is Attn: Environmental Remediation, 300 Madison Ave, PO Box 1911, Morristown, NJ 07962-1911 (e-mail address= flawson@firstenergycorp.com) ("JCP&L" or "Buyer" or "Licensee") and Kenneth Brumberger, a married person (being the 100% record owner of title to the Property) and Samantha Brumberger, his spouse (not being a record owner of the Property), whose address is 1136 Tower Lane East, Narberth, PA 19072 Fax # (267) 620-1607; e-mail address= kbmr1@comcast.net) (these individuals, and their heirs, successors and assigns are sometimes referred to jointly and severally as "Seller" or "Licensee") concerning certain Property (as hereafter defined).

RECITALS

A. Under the Agreement, Seller and Buyer are obligated to close the transfer and purchase of the Property (therein described as commonly known as 220 40th Street (east and west units), [street address], Sea Isle City [municipality], Cape May County [county], New Jersey [state], shown as Lot 20 Block 40.04 on the municipal tax map(s) of City of Sea Isle City, New Jersey, and being a two unit three story wood frame structure, all together being and intended to be the same parcel of land conveyed to Kenneth Brumberger by Beverly A. Reeves by Deed dated July 8, 2005 and received for recording on or about July 16, 2005 in Deed Book D3173 Page 263 et seq. in the Cape May County Clerk's Office, as later improved) (the "Property").

B. Buyer and Seller have determined to postpone the Closing under the Agreement on the terms and conditions of the First Amendment including Licensor's and Licensee's License of the Property in the First Amendment under which Licensee shall have full use and possession of the Property beginning on the License Date until Closing, on the terms and conditions of the License, for the purposes therein provided, with Closing for transfer of title to the Property to occur on a TIME OF THE ESSENCE basis on December 18, 2012.

C. The First Amendment addresses other matters as hereafter described and reflected in various other agreements, including the Agreement and documents to be delivered at and for Closing, including a Release. These agreements and documents are referred to as the "Governing Agreements."

THEREFORE, for the purpose set forth above and in consideration of the recitals and mutual promises contained in the Agreement and First Amendment, it being intended that the recitals constitute a part of this Memorandum, Seller and Buyer execute and record this Memorandum to give notice to those now or hereafter having,

obtaining or seeking an interest in the Property of the following matters, intending that the Access Agreement be binding on them and their respective heirs, successors and assigns, in accordance with its terms.

1. Any Person (meaning any person or entity) having or, with the consent of a Person having a real estate interest in the Property (meaning at present primarily only Seller and Buyer), intending to acquire a real estate interest in the Property, and able to demonstrate that intent or interest in a manner reasonably satisfactory to Seller or Buyer, may request to obtain a copy of the Agreement and First Amendment by a writing sent by the methods provided below to both Seller and Buyer at the respective addresses shown below, including a representation and warranty as to the nature and extent of their intent, rights and interest. Thereafter a copy of the Agreement and First Amendment shall be made available to any such Person(s) having a bona fide intent, rights and interest.

2. The Property is near MGP Materials in various media and locations from a nearby MGP Site in concentrations in excess of the most stringent standard(s) applied by DHE, being remediated by Buyer, as set forth in the Agreement. No representation or warranty is made about the current or future condition of the Property or its surroundings.

3. The License within the First Amendment allows Buyer to have access to and use the Property before Closing for and in connection with conduct of certain remediation as therein described, on such schedule and manner as Buyer elects, and subject to change as therein provided.

4. The Agreement also provides for resolution and settlement of various alleged, actual and/or potential, past and future, known and unknown, claims, losses, liabilities and damages as therein set forth.

5. Until Closing under the Agreement Seller and its successors and assigns shall not convey title or interest in and to any of the Property except to Buyer as permitted in the Agreement and First Amendment.

6. Special remedies are given to the parties for breaches, including specific performance. Certain individual and mutual indemnification, defense and hold harmless rights and obligations are detailed in the Agreement and First Amendment.

8. This memorandum shall be terminated automatically only upon and after the conveyance of the Property to Buyer and the merger by operation of law of the Agreement, First Amendment and this Memorandum in the Deed delivered by Seller to Buyer, with various provisions of the Agreement and First Amendment to survive as therein provided, and otherwise only as mutually agreed by the parties and evidenced in a recorded termination. In general if litigation results from a breach of the Agreement or First Amendment, the prevailing party's legal fees and expenses shall be reimbursed by the breaching party.

9. All notices, requests, and other communications permitted or required to be given hereunder, must be in writing and shall be sent either as expressly set forth in the agreement governing same or alternatively if to a party to this Memorandum then to that party, with a copy to one of its last known counsel, the addresses for which may be determined as set forth below or otherwise reasonably by the sender (including as to parties identified herein using the addresses set forth herein, or addresses last specified to the sender by notice from any party to be a recipient), by (i) certified mail, return receipt requested, or (ii) generally recognized overnight courier service (e.g. Federal Express). Notice to or from a counsel for a person or entity shall be deemed notice to or from that person or entity. Notice given by any other method shall be effective as provided in the governing Agreement or otherwise upon receipt.

11. Nothing in this Memorandum is intended to alter or supersede the Agreement, the First Amendment or any of the Governing Agreements. In the event of any conflict between this Memorandum and the Agreement, the terms and conditions of the Access Agreement shall control.

{Note: Balance of page is intentionally blank; execution page follows.}

IN WITNESS WHEREOF, the parties have executed this Memorandum on the date first written above.

Janet M. Perry
Name

10/9/12

Kenneth Brumberger
Kenneth Brumberger
(Seller and Manager)

Janet M. Perry
Name

10/9/12

Samantha Brumberger
Samantha Brumberger
(Seller)

Date:

Buyer Licensee:

Witness or Attest:

Jersey Central Power & Light Company

By:
Name: Frank D. Lawson
Title: Supervisor - Remediation

MEMORANDUM
SELLER'S ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
COUNTY OF MONTGOMERY) : SS

On this 9th day of October, 200~~8~~¹², before me, the subscriber a Notary Public or Attorney at Law of the State of Pennsylvania personally appeared SAMANTHA GRUMBERGER and KENNETH GRUMBERGER who I am satisfied is (are) the individual(s) named as Seller named in and subscribing to the foregoing instrument, and he or she, or they, being by me duly sworn, acknowledged, deposed and said that he, she, or they, signed, sealed and delivered the same as his or her voluntary act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have signed and sealed this acknowledgment the day and year first above written.

Diane R. Vassiliou
COMMONWEALTH OF PENNSYLVANIA



MEMORANDUM
JCP&L ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

On this ___ day of _____, 20___, before me the subscriber, a Notary Public or Attorney at Law of the State of _____, personally appeared _____ and _____ who I am satisfied is (are) the individual(s) named as the _____ (Title) and _____ (Title), respectively, of JERSEY CENTRAL POWER & LIGHT COMPANY, the entity named in and subscribing to the foregoing instrument, and he or she, or they, being by me duly sworn, acknowledged, deposed and said that he, she, or they, signed, sealed and delivered the same as such authorized representatives of that entity on its behalf as its voluntary act and deed and as properly authorized, for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have signed and sealed this acknowledgment the day and year first above written.

Witness or Attest:

Name

Name

Witness or Attest:

R. Selem

Date:

Date:

10-4-12

Seller Licensor:

Kenneth Brumberger
(Seller and Manager)

Samantha Brumberger
(Seller)

Buyer Licensee:

Jersey Central Power & Light Company

By: *Frank D. Lawson*

Name: Frank D. Lawson

Title: Supervisor - Remediation

Bk X720 Pg 160 #204
RECORDED COUNTY OF CAPE MAY
Rita Marie Fulsiniti, County Clerk
Recording Fee 80.00
Date 11-01-2012 @ 01:52p

MEMORANDUM
SELLER'S ACKNOWLEDGMENT

STATE OF)
)
) SS
COUNTY OF)

On this ___ day of _____, 200___, before me, the subscriber a Notary Public or Attorney at Law of the State of _____, personally appeared _____ and _____ who I am satisfied is (are) the individual(s) named as Seller named in and subscribing to the foregoing instrument, and he or she, or they, being by me duly sworn, acknowledged, deposed and said that he, she, or they, signed, sealed and delivered the same as his or her voluntary act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have signed and sealed this acknowledgment the day and year first above written.

MEMORANDUM
JCP&L ACKNOWLEDGMENT

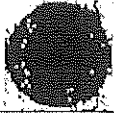
STATE OF NEW JERSEY)
) SS
COUNTY OF MORRIS)

On this 4th day of October, 2012, before me the subscriber, a Notary Public or Attorney at Law of the State of New Jersey, personally appeared Frank D. Lawson and Ken Seborowski who I am satisfied is (are) the individual(s) named as the Supervisor - Site Remediation (Title) and Project Mgr. (Title), respectively, of JERSEY CENTRAL POWER & LIGHT COMPANY, the entity named in and subscribing to the foregoing instrument, and he or she, or they, being by me duly sworn, acknowledged, deposed and said that he, she, or they, signed, sealed and delivered the same as such authorized representatives of that entity on its behalf as its voluntary act and deed and as properly authorized, for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have signed and sealed this acknowledgment the day and year first above written.


FLORA L. AASUM
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 18, 2012

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



**Cape May County
Document Summary Sheet**



2021029867 Bk X976 Pgs 529-551
Recorded County of Cape May, NJ
Date 06/15/2021 15:38:09 By PM
Rita M. Rothberg, County Clerk
Recording Fees \$255.00

RG-15-21

CAPE MAY COUNTY CLERK PO BOX 5000 7 NORTH MAIN STREET CAPE MAY COURT HOUSE NJ 08210-5000	Return Name and Address Richard J. Conway, Jr., Esq. Schenck, Price, Smith & King LLP 220 Park Avenue PO Box 991 Florham Park NJ 07932
--	---

Official Use Only

Submitting Company		JCP&L			
Document Date (mm/dd/yyyy)		04/09/2021			
Document Type		Deed Notice			
No. of Pages of the Original Signed Document (Including the cover sheet)		23			
Consideration Amount (If applicable)					
First Party <i>(Grantor or Mortgagor or Assignor)</i> <i>(Enter up to five names)</i>	Name(s) <i>(Last Name First Name Middle Initial Suffix) (or Company Name as written)</i>	Address (Optional)			
	Jersey Central Power & Light Company				
Second Party <i>(Grantee or Mortgagee or Assignee)</i> <i>(Enter up to five names)</i>	Name(s) <i>(Last Name First Name Middle Initial Suffix) (or Company Name as written)</i>	Address (Optional)			
Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Qualifier	Property Address
	Sea Isle City	40.04	20		220 40th Street Sea Isle City NJ
Reference Information <i>(Enter up to three entries)</i>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date
	Deeds	3621	231		12/28/2012
*DO NOT REMOVE THIS PAGE. COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF CAPE MAY COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.					

JP

Return Address:
Schenk, Price, Smith & King, LLP
Attn: Richard J. Conway, Jr.
220 Park Avenue, P.O. Box 991
Florham Park, NJ 07932

Instrument Number

DEED NOTICE

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY.



Prepared by:

[Signature]

Richard J. Conway Jr., Esq., Schenk, Price, Smith & King LLP


[Print name below signature]

Recorded by:

[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE



This Deed Notice is made as of the 9th day of April, 2021, by **Jersey Central Power & Light Company, 300 Madison Avenue, P.O. Box 1911, Morristown, New Jersey 07962** (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. **Jersey Central Power & Light Company, located at 300 Madison Avenue, P.O. Box 1911, Morristown, New Jersey 07962** is the owner in fee simple of certain real property designated as **Block 40.04 Lot 20**, on the tax map of the City of Sea Isle City, Cape May County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is **G000006130**; and the property is more particularly described in **Exhibit A**, which is attached hereto and made a part hereof (the "Property").

2. REMEDIATION.

i. **Robert P. Blauvelt, LSRP License No. 575013** has approved this Deed Notice as an institutional control for the Property, which is part of the remediation of the Property.

ii. N.J.A.C. 7:26C-7 requires the Owner, among other persons, to obtain a soil remedial action permit for the soil remedial action at the Property. That permit will contain the monitoring, maintenance and biennial certification requirements that apply to the Property.

3. SOIL CONTAMINATION. Jersey Central Power & Light Company has remediated contaminated soil at the Property, such that soil contamination remains at certain areas of the Property that contains contaminants in concentrations that do not allow for the unrestricted use of the Property. Such soil contamination is described, including the type, concentration and specific location of such contamination, and the existing engineering controls on the site are described, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. CONSIDERATION. In accordance with the remedial action for the site which included the Property, and in consideration of the terms and conditions of that remedial action, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements that impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessors, lessees and operators of the Property of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREAS. Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions is provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental officials.

5B. RESTRICTED LAND USES. The following statutory land use restrictions apply to the Restricted Areas:

i. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(10), prohibits the conversion of a contaminated site, remediated to non-residential soil remediation standards that require the maintenance of engineering or institutional controls, to a child care facility, or public, private, or charter school without the Department's prior written approval, unless a presumptive remedy is implemented; and

ii. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(12), prohibits the conversion of a landfill, with gas venting systems and or leachate collection systems, to a single family residence or a child care facility.

5C. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls is provided in Exhibit C.]

6A. CHANGE IN OWNERSHIP AND REZONING.

i. The Owner and the subsequent owners, lessors, and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection on a form provided by the Department and available at www.nj.gov/srp/forms within 30 calendar days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the Owner's or subsequent owner's interest in the Restricted Area.

iii. The Owner and the subsequent owners shall provide written notice to the Department, on a form available from the Department at www.nj.gov/srp/forms, within thirty (30) calendar days after the owner's petition for or filing of any document initiating a rezoning of the Property to residential.

6B. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessors, lessees and operators while each is an owner, lessor, lessee, or operator of the Property.

7A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. The Owner and all subsequent owners, lessors, and lessees shall notify any person, including, without limitation, tenants, employees of tenants, and contractors, intending to conduct invasive work or excavate within the Restricted Areas, of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

ii. Except as provided in Paragraph 7B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first retaining a licensed site remediation professional. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration.

iii. A soil remedial action permit modification is required for any permanent alteration, improvement, or disturbance and the owner, lessor, lessee or operator shall submit the following within 30 days after the occurrence of the permanent alteration, improvement, or disturbance:

(A) A Remedial Action Workplan or Linear Construction Project notification and Final Report Form, whichever is applicable;

(B) A Remedial Action Report and Termination of Deed Notice Form; and

(C) A revised recorded Deed Notice with revised Exhibits, and Remedial Action Permit Modification or Remedial Action Permit Termination form and Remedial Action Report.

iv. No owner, lessor, lessee or operator shall be required to obtain a Remedial Action Permit Modification for any temporary alteration, improvement, or disturbance, provided that the site is restored to the condition described in the Exhibits to this Deed Notice, and the owner, lessee, or operator complies with the following:

(A) Restores any disturbance of an engineering control to pre-disturbance conditions within 60 calendar days after the initiation of the alteration, improvement or disturbance;

(B) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(C) Ensures that human exposure to contamination in excess of the remediation standards does not occur; and

(D) Describes, in the next biennial certification the nature of the temporary alteration, improvement, or disturbance, the dates and duration of the temporary alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the temporary alteration, improvement, or disturbance, the notice the Owner gave to those persons prior to the disturbance.

7B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, or an immediate environmental concern, see N.J.S.A. 58:10C-2, any person may temporarily breach an engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Hires a Licensed Site Remediation Professional (unless the Restricted Areas includes an unregulated heating oil tank) to respond to the emergency;

iii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iv. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

v. Notifies the Department of Environmental Protection when the emergency or immediate environmental concern has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337; and

vi. Restores the engineering control to the pre-emergency conditions as soon as possible; and

vii. Submits to the Department of Environmental Protection within 60 calendar days after completion of the restoration of the engineering control, a report including: (a) the nature and likely cause of the emergency; (b) the measures that have been taken to mitigate the effects of the emergency on human health and the environment; (c) the measures completed or implemented to restore the engineering control; and (d) any changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future.

8. TERMINATION OF DEED NOTICE.

i. This Deed Notice may be terminated only upon recording a Department-approved Termination of Deed Notice, available at N.J.A.C. 7:26C Appendix C, with the office of the County Clerk of Cape May County, New Jersey, expressly terminating this Deed Notice.

ii. Within 30 calendar days after recording a Department-approved Termination of Deed Notice, the owner of the property should apply to the Department for termination of the soil remedial action permit pursuant to N.J.A.C. 7:26C-7.

9. ACCESS. The Owner, and the subsequent owners, lessors, lessees, and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if the subsequent owners, lessors, lessees, and operators, during their ownership, tenancy, or operation, and the Owner fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners, lessors, and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the

Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C, and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

- i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the Property (for example, USGS Quad map, Hagstrom County Maps);
- ii. Exhibit A-2: Metes and Bounds Description - A tax map of lots and blocks as wells as metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;
- iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

12B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

- i. Exhibit B-1: Restricted Area Map – A separate map for each restricted area that includes:
 - (A) As-built diagrams of each engineering control, including caps, fences, slurry walls, (and, if any) ground water monitoring wells, extent of the ground water classification exception area, pumping and treatment systems that may be required as part of a ground water engineering control in addition to the deed notice;
 - (B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and
 - (C) Designation of all soil and all upland sediment sample locations within the restricted areas that exceed any soil standard that are keyed into one of the tables described in the following paragraph.
- ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes either (A) or (B) through (F):

(A) Only for historic fill extending over the entire site or a portion of the site and for which analytical data are limited or do not exist, a narrative that states that historic fill is present at the site, a description of the fill material (e.g., ash, cinders, brick, dredge material), and a statement that such material may include, but is not limited to, contaminants such as PAHs and metals;

(B) Sample location designation from Restricted Area map (Exhibit B-1);

(C) Sample elevation based upon mean sea level;

(D) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(E) The restricted and unrestricted use standards for each contaminant in the table; and

(F) The remaining concentration of each contaminant at each sample location at each elevation.

12C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above, as follows:

(A) Description and estimated size in square feet of the Restricted Areas as described above;

(B) Description of the restrictions on the Property by operation of this Deed Notice; and

(C) The objective of the restrictions.

ii. Exhibit C-2: Soil Cover: Exhibit C-2 includes a narrative description of the clean soil cover and concrete improvements as follows:

(A) Description of the engineering control;

(B) The objective of the engineering control; and

(C) How the engineering control is intended to function.

13. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST:

Jersey Central Power & Light Company
A corporation of the State of New Jersey

By [Signature]
Daniel M. Dunlap
Corporate Secretary

By [Signature]
William R. Beach
Director, Real Estate for FirstEnergy Service Company
on behalf of Jersey Central Power & Light Company

STATE OF Pennsylvania SS.:
COUNTY OF Westmoreland

I certify that on April 9, 2021, Daniel M. Dunlap personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Corporate Secretary of Jersey Central Power & Light Company, the corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the Director, Real Estate, for FirstEnergy Service Company on behalf of Jersey Central Power & Light Company, an authorized officer of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act and was duly authorized;

(d) this person knows the proper seal of the corporation which was affixed to this document;
and

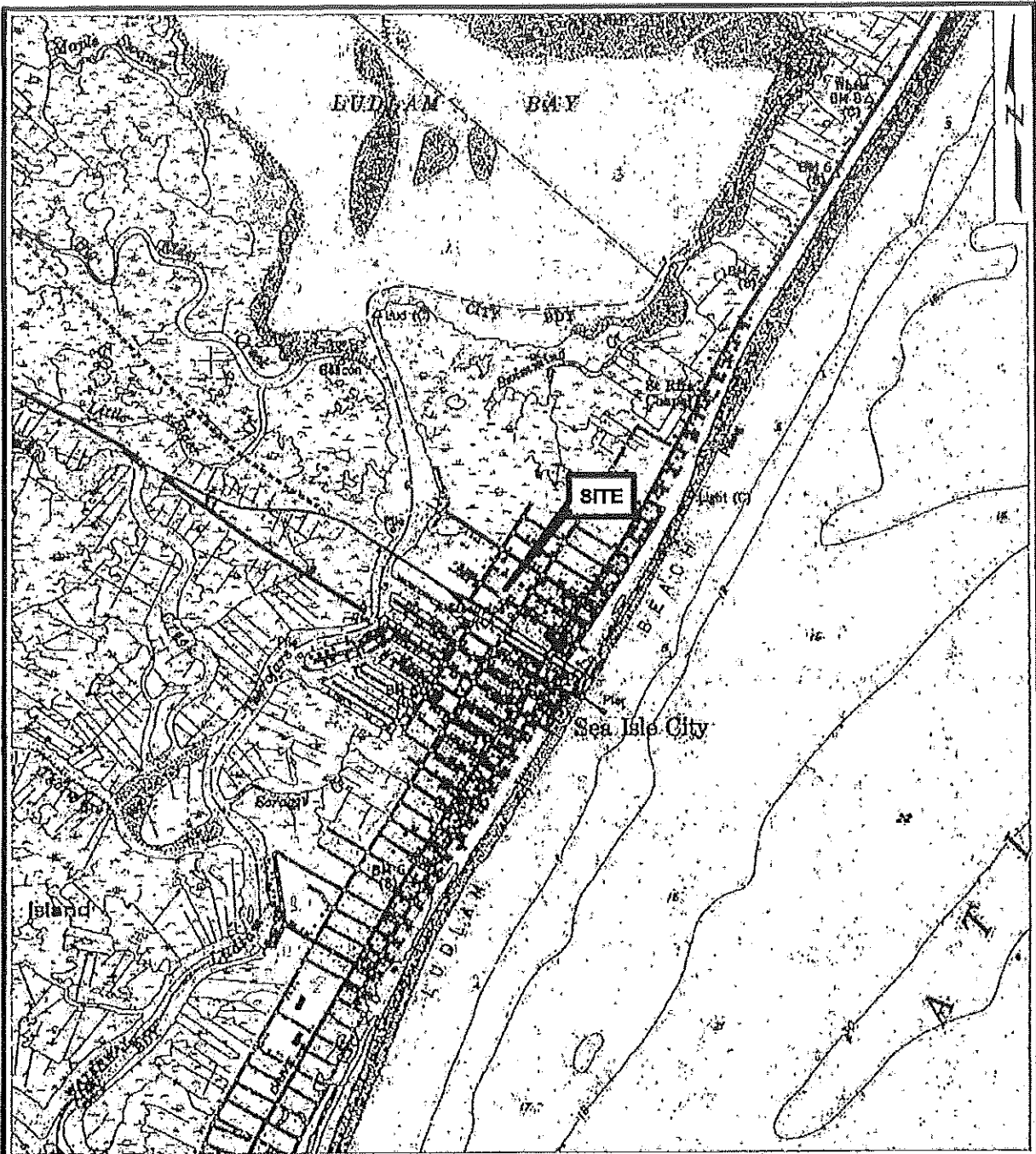
(e) this person signed this proof to attest to the truth of these facts.

[Signature]
[Signature]
Daniel M. Dunlap, Corporate Secretary

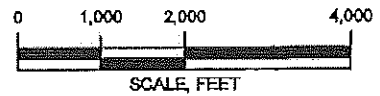
Signed and sworn before me on April 9, 2021


[Signature], Notary Public

Commonwealth of Pennsylvania - Notary Seal
Brad R. Gillott, Notary Public
Westmoreland County
My commission expires February 11, 2023
Commission number 1196826
Member, Pennsylvania Association of Notaries



SOURCE:
 1. USGS TOPOGRAPHIC MAP ACCESSED VIA ARCGIS ONLINE SERVICES.



Deed Notice - 220 40th Street Sea Isle City Former MGP Sea Isle City, New Jersey SRP PI # G000008130	 GEI Consultants	VICINITY MAP SEA ISLE CITY TAX BLOCK 40.04 LOT 20 220 40TH STREET SEA ISLE CITY, NJ
Current Owner Jersey Central Power & Light Company Morristown, New Jersey		Project 1810583

J:\Projects\JCP&L\Sea Isle City\2019 Deed Notice\220 40th-8th Location.mxd



PROPERTY DESCRIPTION
TAX LOT 20, BLOCK 40.04
CITY OF SEA ISLE CITY
CAPE MAY COUNTY, NEW JERSEY

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

BEGINNING at a point for a corner in the southerly line of 40th Street (60' wide) at the division line between tax lots 20 and 21, Block 40.04, said beginning point having New Jersey State Plane Coordinate System (NAD '83) grid values of N 118,134.70 feet, E 437,299.38 feet; thence

1. South 32° 44' 19" West, along said division line between tax lots 20 and 21, block 40.04, a distance of 110.00 feet to a point for a corner in the division line between tax lots 8, 9, 20 and 21, block 40.04; thence
2. North 57° 15' 41" West, along the division line between tax lots 8 and 20, block 40.04, a distance of 50.00 feet to a point for a corner in the division line between tax lots 8, 14, 20 and 28, block 40.04; thence
3. North 32° 44' 19" East, along the division line between tax lots 20 and 28, block 40.04, a distance of 110.00 feet to a point for a corner in the southerly line of 40th Street; thence
4. South 57° 15' 41" East, along said southerly line of 40th Street, a distance of 50.00 feet to the point and place of **BEGINNING**.

CONTAINING within said bounds 5,500 Square Feet (0.126 acres), more or less.

This description is prepared in accordance with a map entitled "Map of Survey, Tax Lot 20, Block 40.04, City of Sea Isle City, Cape May County, New Jersey", prepared by Vargo Associates, dated December 19, 2019, and noted thereon as project number 02219-20.

December 19, 2019

Prepared by:

Robert E. Vargo
Professional Land Surveyor
NJ License #GS 43261

2771 Delsea Drive • PO Box 647 • Franklinville, NJ 08322
P 856.694.1716 • F 856.694.3102 • govargo.com



**DEED RESTRICTION
PART OF TAX LOT 20, BLOCK 40.04
SEA ISLE CITY, CAPE MAY COUNTY, NEW JERSEY**

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

BEGINNING at a point in the southerly line of 40th Street (60 feet wide), said point being in the division line between tax lots 20 & 21, block 40.04, said beginning point having New Jersey State Plane Coordinate System (NAD '83) grid values of N 118,134.70 feet, E 437,299.38 feet; thence:

1. South 32°44'19" West, along said division line, a distance of 33.81 feet to a point in the same; thence
2. North 57°03'03" West, passing through tax lot 20, block 40.04, a distance of 50.00 feet to a point in the division line between tax lots 20 and 19, block 40.04; thence
3. North 32°44'19" East, a distance of 33.63 feet to a point in the southerly line of 40th Street; thence
4. South 57°15'41" East, along said line of 40th Street, a distance of 50.00 feet to the point and place of **BEGINNING**.

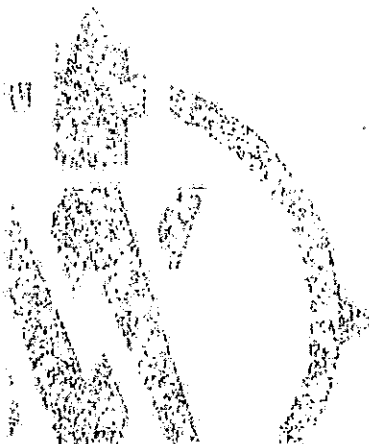
CONTAINING within said bounds 1,686 square feet, more or less.

December 9, 2020

Prepared by:

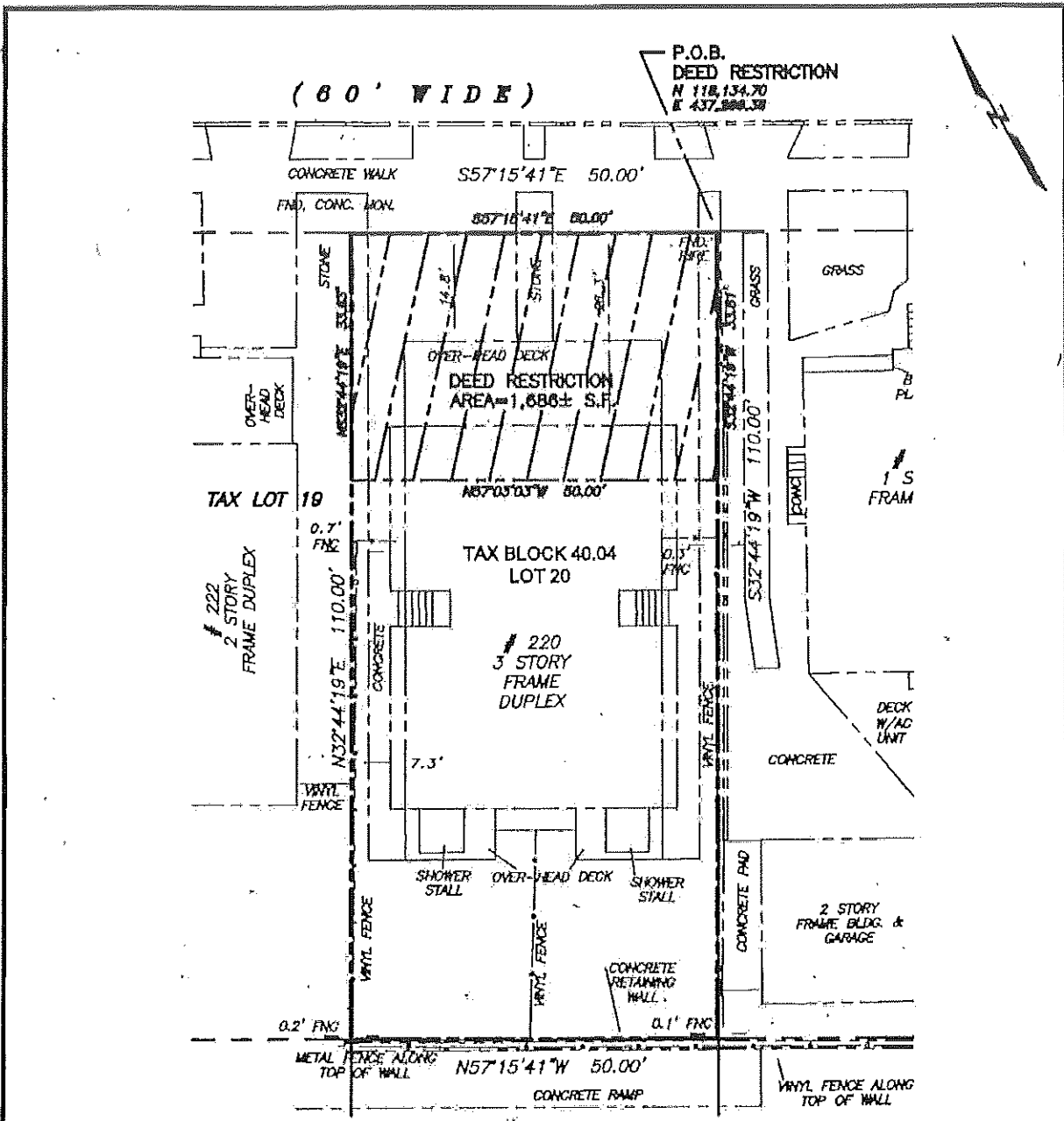
A handwritten signature in black ink, appearing to read 'R.E. Vargo'.

Robert E. Vargo
Professional Land Surveyor
N.J. License #43261



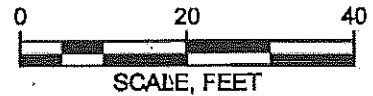
2771 Delsea Drive • PO Box 647 • Franklinville, NJ 08322

P 856.694.1716 • F 856.694.3102 • govargo.com



NOTES:

1. BASE MAP OBTAINED FROM SURVEY OF PLAN OF DEED RESTRICTION TAX LOT 20, BLOCK 40.04, SEA ISLE CITY, CAPE MAY COUNTY, NEW JERSEY, PREPARED BY ROBERT E. VARGO, P.L.S., VARGO ASSOCIATES, INC., NEW JERSEY, N.J. LAND SURVEYOR LIC. NO. GS 43281, SCALE: 1" = 20', DATED DECEMBER 2, 2020.



Deed Notice - 220 40th Street Sea Isle City Former MGP Site Sea Isle City, New Jersey SRP PH# G000008130	<p>GEI Consultants</p>	PROPERTY MAP SEA ISLE CITY TAX BLOCK 40.04 LOT 20 220 40TH STREET SEA ISLE CITY, NJ
Jersey Central Power & Light Company Morristown, New Jersey	Project 1810583	December 2020 Exhibit A-2.2

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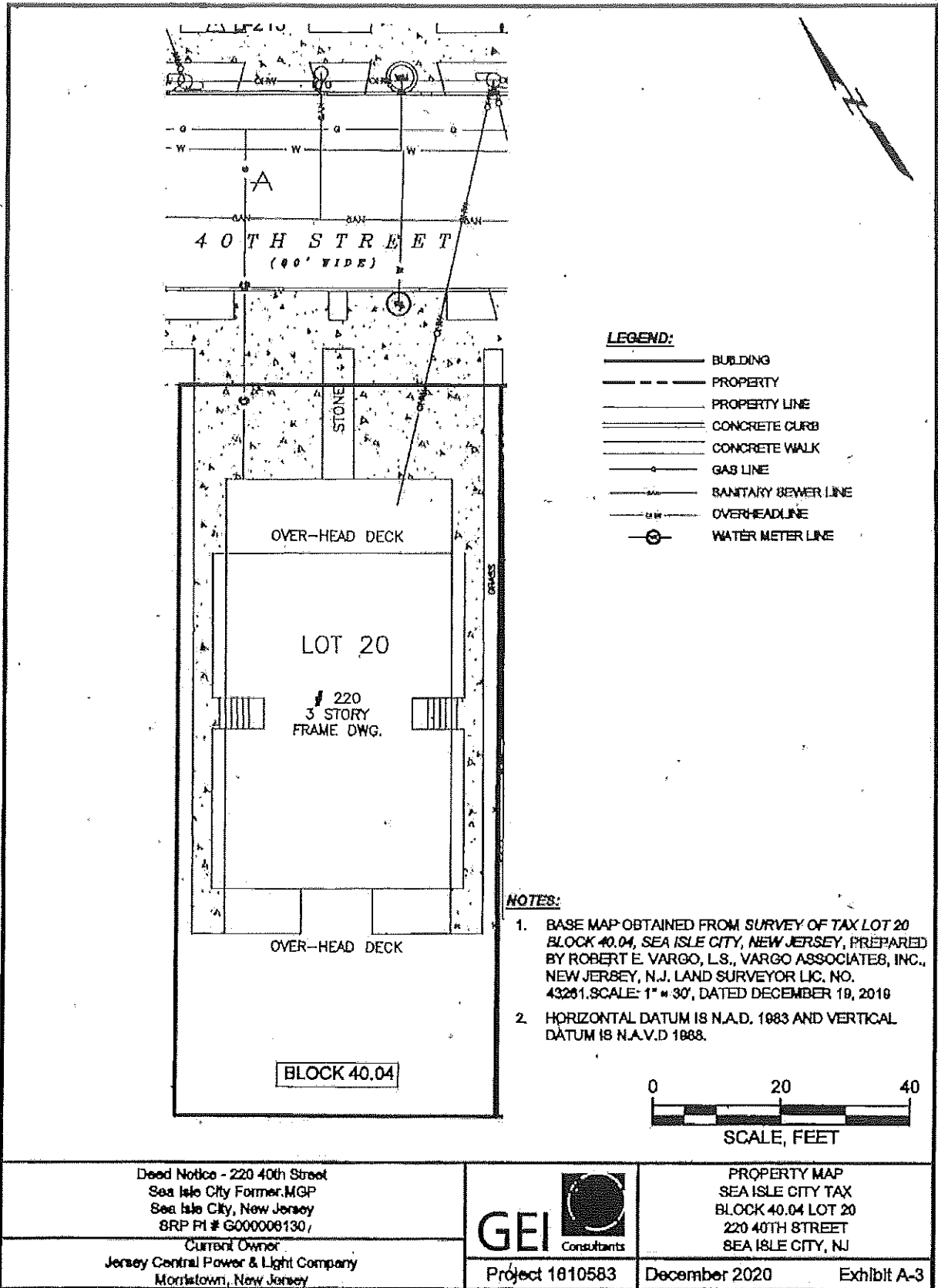
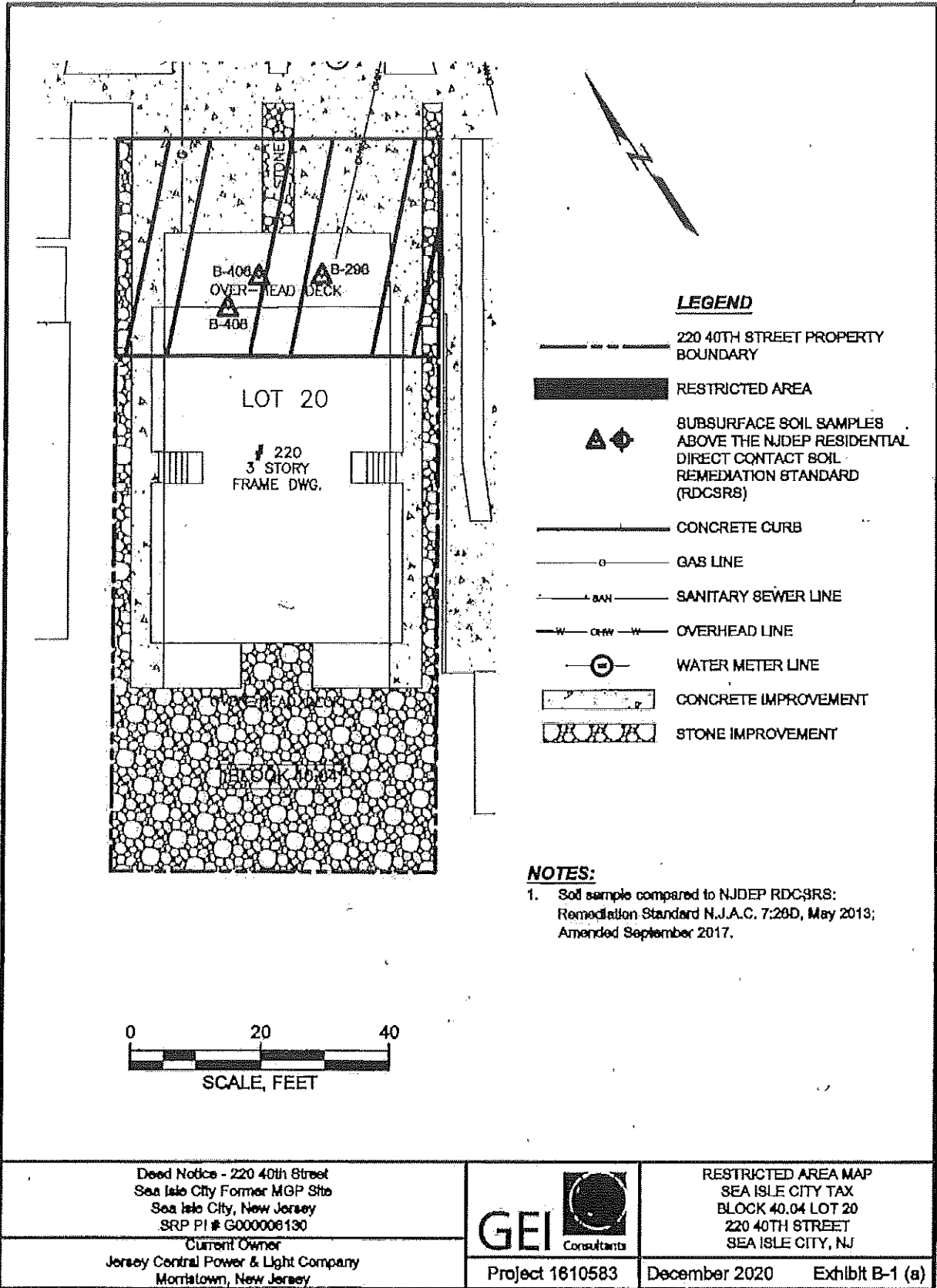
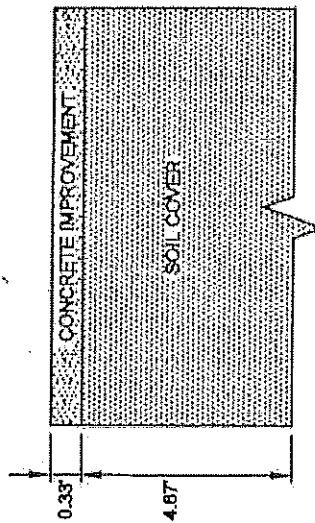


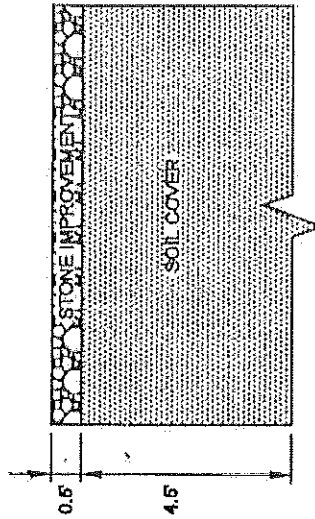
Exhibit B-1(a)



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1
2-1/4" DETAIL
CONCRETE IMPROVEMENT
SCALE: N.T.S.



2
2-1/4" DETAIL
STONE IMPROVEMENT
SCALE: N.T.S.

<p>Deed Notice - 220 40th Street See Isle City Former MGP See Isle City, New Jersey SRP PI # G000006130 Current Owner Jersey Central Power & Light Company Morristown, New Jersey</p>		<p>RESTRICTED AREA DETAILS SEA ISLE CITY TAX BLOCK 40.04 LOT 20 220 40TH STREET SEA ISLE CITY, NJ</p>
		<p>Project 16-10583 December 2020 Exhibit B-1(b)</p>

Ymf-pccc-1) P:\Project\JCP&L\1610583-Deed Notice Details.dwg - 1/2/2020

EXHIBIT B-1(b)

Exhibit B-2: 220 40th Street Soil Sample Analytical Results

Deed Notice

Block 40.04, Lot 20
220 40th Street

Sea Isle City, New Jersey

PAHs (mg/kg)	CAS	Location Name		RDCSRS	NRDCSRS
		Sample Name	Sample Date		
Naphthalene	91-20-3	B-298 B-298(6.5-7) -1.8 -2.3 ft 1/18/2010	B-408 B-408 (9.5-10) -4.8 -5.3 ft 3/10/2010	6	17
Benzo[a]anthracene	56-55-3			5	17
Benzo[b]fluoranthene	205-99-2			5	17
Benzo[a]pyrene	50-32-8			0.5	2
Indeno[1,2,3-cd]pyrene	193-39-5			5	17
Dibenz[a,h]anthracene	53-70-3			0.5	2
				23.3	38.4
				0.170 J	25.4
				0.353 U	10.7
				0.353 U	20.5
				0.353 U	18.8
				0.353 U	6.56

Notes:

RDCSRS - Residential Direct Contact Soil Remediation Standard

NRDCSRS - Non-Residential Direct Contact Soil Remediation Standard

BOLD - Indicates that the detected result value exceeds RDCSRS

PAH - Polycyclic aromatic hydrocarbons

J - Constituent identified; value is approximated

U - Not detected above the reporting limit shown

mg/kg - milligrams per kilogram

Exhibit C

Sea Isle City Former MGP Site

Block 40.04, Lot 20

Sea Isle City, Cape May County

Exhibit C (Includes)

Exhibit C-1 – Narrative Description of Institutional Control

Exhibit C-2 – Narrative Description of Engineering Controls

Exhibit C-1
Deed Notice
Block 40.04, Lot 20
Sea Isle City, Cape May County, New Jersey

Narrative Description of Institutional Control for Restricted Area of Block 40.04, Lot 20

Institutional controls are hereby placed on a portion of the property at 220 40th Street, Tax Block 40.04, Lot 20 as identified on the tax map of Sea Isle City, New Jersey as shown on Exhibit B-1(a) and as further described in this deed notice. A description of the controls and maintenance procedures applicable to the Restricted Area are presented below.

(A) Description and Estimated Size of the Restricted Area

The property (as set forth on Exhibit A) is located on the site identified as 220 40th Street Block 40.04, Lot 20 on the tax map of Sea Isle City. The property is bounded by the 40th Street right of way to the northeast, to the southeast by a residential property identified as 218 40th Street Block 40.04 Lot 21, to the southwest by the Sea Isle City Municipal Building at 233 John F. Kennedy Boulevard Block 40.04 Lot 9, and to the northwest by a residential duplex identified as 222 40th Street Block 40.04, Lots 27 and 28. The northern portion of the parcel is designated as restricted use due to soil impacts associated with manufactured gas plant (MGP) operations.

The size of this parcel of the Property containing the deed restricted area is 0.0387 acres (approximately 1,685 square feet) and is illustrated on Exhibit B-1(a). The restricted area is contained by engineering and institutional controls as shown on Exhibit B-1(b).

Although the referenced acreage and exhibits may not include or show its interest in adjacent public right-of-ways or roads, Owner has agreed that the Restricted Areas include those to the extent of Owner's interest, if any, in such adjacent public right-of-ways or roads, as hereafter shown in one or more deed notice(s) or notices in lieu of deed notice(s).

(B) Description of the Restrictions on the Property

The Property is restricted by the function of this Deed Notice as an institutional control, together with the specified restrictions set forth in this Deed Notice, including that:

- (1) All persons are advised of the existence of materials in excess of SRS at the locations shown on the table and maps of Exhibit B for the Restricted Area,

- (2) All persons are advised of the existence of engineering controls as and where more particularly specified in this Exhibit C, as then in effect,
- (3) No person shall breach, disturb or excavate any element of the Cover, other engineering controls, or the hazardous substances in excess of the SRS under the Covers, in the specified zones or elements of the Restricted Area, so the function of the Cover or engineering controls ceases or is interrupted without full compliance with this Deed Notice and applicable law,
- (4) No person shall disturb or excavate the Cover, other engineering controls or the Impacted soil and historic fill under the soil cover in excess of the soil remediation standards in the locations of the Restricted Areas so the function of the Cover or engineering controls ceases or is interrupted without full compliance with this Deed Notice and applicable law, without limitation, by restoration to the same or better condition prior to the disturbance or excavation.
- (5) Access shall be permitted to, across, through and over the Restricted Area for inspection, monitoring, sampling, installation, operation, repair, maintenance, replacement, removal and abandonment of any, each and all engineering and institutional controls which are the subject of the remediation of the Property or the MGP site, and the appurtenances and parts thereof, and

This Deed Notice does not otherwise restrict or prohibit the conduct, use, or enjoyment of the Property of or for any lawful permitted use, including existing uses: without limitation, but subject to the Owner's other obligations, including under applicable law.

(C) Objective of the Restrictions

The objectives of the restrictions are to restrict human exposure to Impacted soil within the Restricted Area of the Property and preserve the function of the then installed and future engineering controls used for remediation.

Exhibit C-2
Deed Notice
Block 40.04, Lot 20
Sea Isle City, Cape May County, New Jersey

Narrative Description of Engineering Controls for Restricted Area of Block 40.04, Lot 20

Engineering controls are hereby placed on and for the Restricted Area on the Property as shown on Exhibit B-1(a). A description of the engineering controls within the Restricted Area is presented below.

The northern portion of the Property has been remediated by engineering controls as described in this Deed Notice. The aggregate Restricted Area of the Property are subject to the following engineering control being the "Cover" above hazardous substances exceeding SRS, which consists of soil cover, as shown in Exhibit B-1(b):

Soil cover beginning immediately below the concrete and stone improvements and continuing for approximately four feet eight inches BGS, thereunder a portion of the Restricted Area (0.0387 acres approximately 1,685 square feet) (shown as Area B on Figures B-1(a) and B-1(b); by way of clarification other materials and improvements, if any, above the soil cover are not part of the engineering control).

The Cover may be overlain or penetrated by various improvements (e.g. concrete sidewalks, foundation elements, concrete driveway, landscaped areas, planter boxes, poles, utilities, grates, pipes, wires, fences, or the like), which in whole or in part serve the same function as the Cover (limiting access and exposure to deeper hazardous substances), but are not considered to be part of the Cover for the purposes of this Deed Notice. Disturbances above the Cover are not regulated by this Deed Notice.

(A) Description of the engineering controls.

The Property is set forth on Exhibit A-3.

The Restricted Area is the northern portion of the Property as shown on Exhibit B.1(a). The Cover engineering control at the Restricted Area consists of soil cover below improvements including concrete and stone.

The engineering control is as identified above, having the characteristics, in the locations and extending to the specific depths, described above, below which hazardous substances exist in excess of the SRS at the locations and depths elsewhere specified.

Disturbances above the Cover are not regulated by this Deed Notice.

(B) The objective of the engineering controls.

The objective of the controls is to restrict human exposure to the hazardous substances in excess of the SRS within the Restricted Area of the Property at depth beneath the Cover and to permit and preserve the function of the Cover for remediation of the Property.

(C) How the engineering controls are intended to function.

No person shall disturb or penetrate the Cover on the Property, or excavate or remove hazardous substances in excess of the SRS from under the Cover, or damage, alter or remove the Cover, or enter into or disturb an area restricted against entry or disturbance by the function of the Cover, except with both (i) prompt repair and restoration of the Cover, and (ii) full compliance with the applicable provisions of this Deed Notice and applicable law. The Cover will function passively by the very existence of its elements serving as a barrier to contact with hazardous substances in excess of the SRS. The Cover can consist of a wide range of materials and if disturbed and replaced in accordance with this Deed Notice they need not be replaced with materials of any particular quality or character except only that they be clean, determined according to applicable NJDEP guidance and regulations, at the specified depths.

Portions of the Cover may be penetrated by various improvements and/or other engineering controls which themselves serve essentially the same function as the Cover and therefore are considered part of the Cover (e.g. poles and pipes) provided that in their construction, installation and existence of all subsurface soils beneath the Cover with hazardous substances in excess of the SRS are not permanently exposed to workers or the environment.

Further, the routine, periodic or emergent operation, maintenance, repair and replacement of utility wires, pipes, poles, access and service points and connections and equipment, above ground, as well as their expansion or modification above ground, and the use and enjoyment of the surface above the Restricted Area, all are hereby expressly permitted without further notice to, or authorization of, the Department, except as expressly provided to the contrary in this Deed Notice.

Except if and as elsewhere noted, the Cover will be restored to their original condition as described above after any disturbance of the Covers, wear and tear and the effects of settling and the elements excluded. However, all or any portion of a Cover may be eliminated and/or replaced by the use of any other materials including, e.g. foundations,

Exhibit C-2

gravel, stone, parking or the like, which if and where generally solid and of a thickness or nature accepted generally by NJDEP or the LSRP as sufficiently protective (e.g. foundations, floors, slabs, walls, poles, walkways, driveways, roads, parking, paving, macadam, concrete, bricks, or pavers, or the like) can be a lesser thickness if protective (e.g. potentially one inch (1.0") or more, but subject to increase if NJDEP proposes or uses guidance or regulations with other requirements), potentially in combination with other materials, in lieu of the current described Cover.